

IN THE CIRCUIT COURT OF DEKALB COUNTY, ALABAMA

STALLINGS JESSICA L)	
)	
Plaintiff)	
)	
V.)	Case No.: DR-2009-900024.00
)	
BARNETT LENION RICHARD JR.)	
)	
Defendant)	

DIVORCE DECREE

The cause coming on to be heard, was submitted for final decree upon the pleadings and proof. Upon consideration thereof, it is

ORDERED, ADJUDGED, AND DECREED by the court as follows:

FIRST: That the bonds of matrimony heretofore existing between JESSICA LORRAINE STALLINGS AND LENION RICHARD BARNETT JR. are hereby dissolved and the said parties are forever divorced from one another on the grounds of incompatibility of temperament and irreconcilable differences.

SECOND: That neither party shall again marry except to each other until sixty days after the date of this decree. If an appeal from this decree is taken within forty-two days neither party shall marry again except to each other during the pendency of said appeal.

THIRD: That the costs of Court accrued herein are hereby taxed against the Party which has prepaid the same.

FOURTH: That except as herein above set out, the parties hereto may again contract marriage.

FIFTH: There were two children born to the parties prior to their marriage, namely, [REDACTED] STALLINGS, DOB 7-14-03 AND [REDACTED] STALLINGS, DOB 08-20-06. The Defendant shall have full care custody and control of the minor children with the Plaintiff to have visitation as follows:

(a) Every other weekend from 6:00 p.m. on Friday until 6:00 p.m. the following Sunday on in the alternative her off days during the week when she had to work weekends;

(b) Each Christmas Day from 3:00 p.m. until 3:00 p.m. on the following New Years day in odd-numbered years; each December 18th from 3:00 p.m. until 3:00 p.m. on the following Christmas Day in even-numbered years.

(c) One week during the month of June, to be selected by the Husband but upon written notice to Wife at least thirty (30) days in advance of such visitation; two weeks during the month of July, to be selected by the Husband but upon written notice to Wife at least thirty (30) days in advance of such visitation;

(d) During the odd years, Spring Break (A.E.A.) vacation from 9:00 a.m. Saturday until the following Saturday at 6:00 p.m.;

(e) During the even years, Thanksgiving vacation from 4:00 p.m. Wednesday until Thanksgiving Day at 4:00 p.m.; during the odd years, Thanksgiving vacation from Thanksgiving Day at 4:00 p.m. until Friday at 4:00 p.m.

(f) Every birthday of the child/children from 6:30 p.m. on said date until 8:00 a.m. the following day or until the start of the school day if the child is in school;

(g) Husband shall have the children for every Father's Day from 6 p.m. on the preceding Saturday evening until 6:00 p.m. of Father's Day; Wife shall have the children for every Mother's Day from 6:00 p.m. on the preceding Saturday evening until 6:00 p.m. of Mother's Day.

(h) Each parent shall have the minor children on the parents birthday from 3:00 p.m. on said date until 8:00 p.m. of the same day;

(i) At such other, further or different times as may be agreed upon in advance between the parties.

Each parent shall keep the other informed on a current basis as to the primary residence address and telephone number where the children resides or visits.

SIXTH: The Plaintiff shall pay child support in the amount of \$50.00 per week to the Defendant **not** in accordance to the Alabama Child Support Guidelines as the Plaintiff shall have more than standard visitation and shall be responsible for the needs of the minor children while in her care. The parties shall equally share the cost of all school expenses and extracurricular activities of the minor children. To order the Plaintiff to pay child support in accordance to the Alabama Child Support Guidelines would be manifestly unjust and unfair.

SEVENTH: The Defendant shall maintain the medical insurance on the minor children and the parties shall each be liable for one half of any and all health care expenses incurred on behalf of the minor children not covered by insurance which shall include but is not limited to medical, dental, optometric, and pharmaceutical expenses.

EIGHTH: The Court shall reserve the right to address the

issue of post secondary education expense of the minor child at a later date.

NINTH: Alabama law requires each party in this action who has either custody of or the right of visitation with a child to notify other parties who have custody of or the right of visitation with the child of any change in his or her address or telephone number, or both, and of any change or proposed change of principal residence and telephone number or numbers of a child. This is a continuing duty and remains in effect as to each child subject to the custody or visitation provisions of this decree until such child reaches the age of majority or becomes emancipated and for so long as you are entitled to custody of or visitation with a child covered by this order. If there is to be a change of principal residence by you or by a child subject to the custody or visitation provisions of this order, you must provide the following information to each person who has custody or visitation rights under this decree as follows:

- (1) The intended new residence, including the specific street address, if known.
- (2) The mailing address if not the same as the street address.
- (3) The telephone number or numbers at such residence, if known.
- (4) If applicable, the name, address, and telephone number of the school to be attended by the child, if known.
- (5) The date of the intended change of principal residence of a child.
- (6) A statement of the specific reasons for the proposed change of principal residence of a child, if applicable.
- (7) A proposal for a revised schedule of custody of or visitation with a child, if any
- (8) Unless you are a member of the Armed Forces of the United States of America and are being transferred or relocated pursuant to a non-voluntary order of the government, a warning to the non-relocating person that an objection to the relocation must be made within 30 days of receipt of the notice or the relocation will be permitted.

You must give notice by-certified mail of the proposed change of principal residence on or before the 45th day before a proposed change of principal residence. If you do not know and cannot reasonably become aware of such information in sufficient time to provide a 45-day notice, you must give such notice by certified mail not later than the 10th day after the

date that you obtain such information.

Your failure to notify other parties entitled to notice of your intent to change the principal residence of a child may be taken into account in a modification of the custody of or visitation with the child.

If you, as the non-relocating party, do not commence an action seeking a temporary or permanent order to prevent the change of principal residence of a child within 30 days after receipt of notice of the intent to change the principal residence of the child, the change of principal residence is authorized.

TENTH: The Defendant shall be awarded the marital home and the Plaintiff shall execute any and all documents necessary to transfer her right, title and/or interest in the above stated property to the Defendant. The Defendant shall be solely liable for the indebtedness on said home and shall hold the Plaintiff harmless as to any claims made by the creditor against the Plaintiff for costs of paying, settling, or compromising such claim, including the Plaintiff's reasonable attorney's fees.

ELEVENTH: The Plaintiff shall be awarded the 1997 Chevrolet Lumina and the Defendant shall execute any and all documents necessary to transfer his right, title and/or interest in the above stated vehicle to the Plaintiff. The Plaintiff shall be solely liable for any indebtedness on said vehicle and shall hold the Defendant harmless as to any claims made by the creditor against the Defendant for costs of paying, settling, or compromising such claim, including the Defendant's reasonable attorney's fees.

TWELFTH: The Defendant shall be awarded the pick up truck and the Plaintiff shall execute any and all documents necessary to transfer her right, title and/or interest in the above stated vehicle to the Defendant. The Defendant shall be solely liable for any indebtedness on said vehicle and shall hold the Plaintiff harmless as to any claims made by the creditor against the Plaintiff for costs of paying, settling, or compromising such claim, including the Plaintiff's reasonable attorney's fees.

THIRTEENTH: The parties have already divided the remaining marital property to their mutual satisfaction and shall be awarded the marital property in their possession, their clothing and personal effects.

FOURTEENTH: Each party warrants to the other that they have not incurred debts that have not been disclosed upon

which the other party would be liable in any manner whatsoever.

FIFTEENTH: That both parties, from the date of separation, agree to assume sole liability for any and all debts that they may have made or may make from the date of separation, today or in the future.

SIXTEENTH: Each party is further ordered not to harass, interfere with, insult and/or create a nuisance with respect to the other party's activities, education, occupation and/or employment. The Sheriff of DEKALB County or any other law enforcement officer shall aid either party in the enforcement of this order.

DONE AND ORDERED THIS THE _____ DAY OF _____, 2009.

/s HON. J. KEVIN GRIMES

CIRCUIT JUDGE

I, **PAM SIMPSON**, Clerk of the Circuit Court, hereby certify that the foregoing is a true and correct copy of the original, which is enrolled and on file in my office.

Witness my hand and seal, this _____ day of _____, 2009.

PAM SIMPSON, Clerk
DEKALB COUNTY, ALABAMA