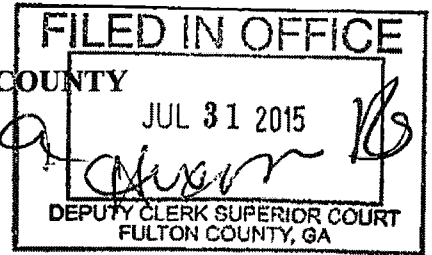


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ORIGINAL

IN THE SUPERIOR COURT OF FULTON COUNTY  
FAMILY DIVISION  
STATE OF GEORGIA



**KATHLEEN KEENAN WEELDREYER,**

**Petitioner,**

**vs.**

**TIM ALAN WEELDREYER,**

**Respondent.**

**CIVIL ACTION FILE NO.**

**2014-CV-251430**

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**FINAL JUDGMENT AND DECREE OF DIVORCE**

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The above-styled action came before this Court, with the Honorable Jane C. Barwick presiding, without a jury, on July 15, 2015. Petitioner was present and represented by Blake Halberg, Esq. Respondent was present and represented by Kevin Mammola, Esq. After hearing testimony of the parties, and considering all evidence tendered at trial, the Court hereby Orders as follows:

1. **DIVORCE**: With respect to Petitioner's Complaint for Divorce and with respect to Respondent's Answer and Counterclaim for Divorce, the Court finds as follows:

A. The Court finds that the parties' marriage is irretrievably broken as contemplated in O.C.G.A. § 19-5-3(13).

B. Upon consideration of the this case, and upon evidence submitted as provided by law, it is the judgment of the Court that a total divorce be granted, that is to say, a divorce a vinculo matrimonii, between the parties to the above stated case upon legal principles.

C. It is considered, ordered and decreed by this Court that the marriage contract

heretofore entered into between the parties to this case, from and after this date, is set aside and dissolved as fully and effectually as if no such contract had ever been made or entered into.

D. Petitioner and Respondent in the future shall be held and considered as separate and distinct persons altogether unconnected by any nuptial union or civil contract whatsoever and both shall have the right to remarry.

2. CHILD CUSTODY & PARENTING TIME: Child custody and parenting time is established in accordance with the Parenting Plan entered by the Court in this case. Said Parenting Plan is incorporated herein by reference and made a part of this Final Judgment and Decree of Divorce. Each party is ORDERED and directed to comply with the terms and provisions therein.
3. CHILD SUPPORT: Child support is established in accordance with the Child Support Addendum and Child Support Worksheet entered by the Court. Said Child Support Addendum is incorporated herein by reference and made a part of this Final Judgment and Decree of Divorce. Each party is ORDERED and directed to comply with the terms and conditions therein.
4. LIFE INSURANCE: Respondent is ordered to maintain the same life insurance policy which he presently has in effect until his support obligation terminates; provided, however, that Respondent ensures that the amount insured against his life is sufficient to cover the remaining amounts due under the term of the obligation.

5. EQUITABLE DIVISION: The Court equitably divides the parties' assets, debts and personal property as follows:

A. REAL PROPERTY: The parties are joint owners of real property located at 15165 Sandpoint Trail, Milton, Georgia (hereinafter referred to as the "marital residence").

The Court equitably divides the parties' marital residence as follows:

- i. Use & Possession: Petitioner shall be entitled to exclusive use and possession of the marital residence until September 30, 2015, or until the marital residence is sold, whichever occurs sooner. During the time in which Petitioner is residing in the marital residence she shall be responsible for the payment of the mortgage, utilities and upkeep of the marital residence. If the marital residence is not sold by September 30, 2015, then Respondent shall be entitled to exclusive use and possession of the marital residence if he so chooses. During the time in which Respondent is residing in the marital residence he shall be responsible for the payment of the mortgage, utilities and upkeep of the marital residence.
- ii. Sale Of Marital Residence: The marital residence shall be placed on the market for sale no later than August 10, 2015.
- iii. Selection of Real Estate Agent: If the parties cannot agree on a realtor to list and market the marital residence for sale, then each party shall select one realtor and the two realtors shall select the listing agent for the parties.
- iv. Listing Price & Terms of Sale: The Court ordered the marital residence to be listed and sold pursuant to certain terms. The parties, in order to avoid the listing terms being made a public record, have agreed to execute a side

agreement memorializing the terms ordered by the Court. The parties' agreement is a memorialization of the Court's order. The parties shall not file said Agreement unless a party requires the Court to enforce its terms.

v. Proceeds From Sale Of Marital Residence: The net proceeds from the sale of the marital residence shall be distributed as follows:

1. Petitioner shall receive Fifty Percent (50%) of the net proceeds received as a result of the sale of the Marital Residence.
2. Respondent shall receive Fifty Percent (50%) of the remaining proceeds received as a result of the sale of the Marital Residence.

vi. Negative Equity: Any negative equity that results from the sale of the marital residence shall be divided equally (50/50) between the parties.

B. AUTOMOBILES: Petitioner is awarded the parties' Ford Escape, subject to the note/lease, for which she shall be solely responsible and shall timely pay until the terms of the note/lease are paid in full. Petitioner shall indemnify and hold Respondent harmless from the terms of the aforementioned note/lease associated with her Ford Escape automobile.

C. CHECKING/SAVINGS ACCOUNTS: Each party shall retain all right, title and interest to any and all checking/savings accounts listed in his or her individual name. With respect to the parties' Wells Fargo Joint Checking/Savings Account (Account Number ending in number 7939), Wife shall receive 100% of the funds in this account. The parties shall execute any and all documents necessary to close this account within 30 days after the entry of this Final Judgment and Decree of Divorce.

D. RETIREMENT ACCOUNTS: Petitioner has a 401k retirement account through T.

Rowe Price, which was earned during the course of the parties' marriage. As of the date of trial in this matter, the value of the account was \$83,181.93, subject to an outstanding loan in the approximate amount of \$35,000. The Court orders that the value of this account (excluding the loan) are equally (50/50) divided, with the date of division being July 15, 2015. The funds shall be divided pursuant to a Qualified Domestic Relations Order ("QDRO"). Respondent shall be solely responsible for the repayment of the loan associated with the aforementioned 401k.

E. PERSONAL PROPERTY: Respondent shall be entitled to receive the following items of personal property located in the marital residence and he shall obtain said items no later than August 31, 2015 or until the marital residence sells:

- i. Office Furniture From Office
- ii. Office Supplies In Office Closet
- iii. OKI Printer From The Office
- iv. Oreck Vacuum (1 Of 2 Uprights)
- v. Oreck Ironman Portable Vacuum
- vi. Oreck Carpet Cleaner
- vii. 1 Of The Large Screen TV's
- viii. 1 Bedroom Set (the Temper Mattress)
- ix. Any Golf Pictures in the Marital Residence
- x. Tools, Workbenches, Golf Building/Repair Equipment In Golf Room And Garage.
- xi. Lawn Equipment
- xii. Assorted Sporting Goods Equipment In The Storage Room

- xiii. Tools, Equipment under Screen Porch
- xiv. Power Washer
- xv. 2nd Set Of Keys For The Company Car
- xvi. The Kitchen Furniture Set
- xvii. Grill
- xviii. Patio Furniture
- xix. Remaining Basement Furniture That Has Not Been Thrown Away

F. DEBTS: The Court equitably divides the parties' marital debt as follows:

- i. Credit Cards: Petitioner shall be solely and individually responsible for any and all credit card listed in her name and shall indemnify and hold Respondent harmless from the same. Respondent shall be solely and individually responsible for any and all credit card listed in his name and shall indemnify and hold Petitioner harmless from the same.
- ii. IRS Debt: Respondent shall be 100% responsible for the repayment of the parties' 2010 and 2013 income tax debt owed to the IRS. Respondent shall indemnify and hold Petitioner harmless from the aforementioned IRS debt.
- iii. Debt to Jim Keenan: Petitioner tendered into evidence at trial a promissory note executed by the parties to Jim Keenan<sup>1</sup>, with a loan in the amount of \$50,000, subject to interest at 3% annum. Jim Keenan testified that some of this debt has been paid, but no records were provided showing the amount of payments which have been made. The Court orders Respondent to pay for 50% of the principal amount owed on this debt, in addition to the interest that has accumulated on 50% of said debt. The Court further orders that

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<sup>1</sup> Tendered at trial as Petitioner's Exhibit Number 55.

Respondent shall pay to Jim Keenan the amount of \$500 per month commencing on June 1, 2016 and he shall continue to pay this amount on the first day of each month thereafter until the debt is paid in full.

6. 2014 INCOME TAX RETURN: The parties testified that they shall prepare their 2014 income tax returns as married filing jointly. Petitioner testified that it was her intention to prepare the parties' 2014 income tax return and the Court grants Petitioner this request. Petitioner shall prepare the parties' 2014 income tax returns and provide the same to Respondent no later than August 15, 2015 so that Respondent shall have an opportunity to review the income tax return before it is filed. Respondent shall provide his response and/or authorization to file the return no later than seven (7) days after he receives said documents from Petitioner. Any refund that the parties receive as a result of their 2014 income tax return shall be applied to their 2010 and 2013 Income Tax Debt.
7. ALIMONY: Respondent is ordered to pay periodic alimony to Petitioner as follows:
  - A. From August 1, 2015 through September 30, 2015 Respondent shall pay alimony to Petitioner in the amount of \$7,000.
  - B. From October 1, 2015 through May 31, 2016, Respondent shall pay alimony to Petitioner in the amount of \$6,000 per month.
  - C. From June 1, 2016 through May 31, 2017, Respondent shall pay alimony to Petitioner in the amount of \$6,000 per month.
  - D. From June 1, 2017 through May 31, 2018, Respondent shall pay alimony to Petitioner in the amount of \$5,000 per month.
  - E. From June 1, 2018 through May 31, 2019, Respondent shall pay alimony to Petitioner in the amount of \$3,000 per month.

F. From June 1, 2019 through May 31, 2020, Respondent shall pay alimony to Petitioner in the amount of \$2,500 per month.

G. From June 1, 2020 through May 31, 2021, Respondent shall pay alimony to Petitioner in the amount of \$2,000 per month.

H. From June 1, 2021 through May 31, 2022, Respondent shall pay alimony to Petitioner in the amount of \$1,500 per month.

These alimony payments shall terminate upon the death of Petitioner, the death of Respondent, or the remarriage of Petitioner.

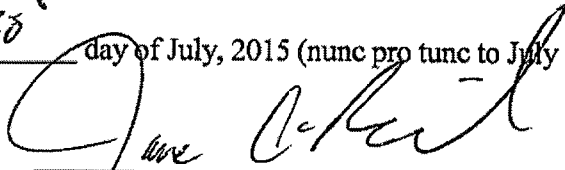
8. AUTOMOBILE LEASE ON VEHICLE OPERATED BY PARTIES' MINOR CHILD: The Court orders Respondent to continue to pay and be responsible for the minor child's automobile (the lease and any taxes associated therewith), which he voluntarily incurred, until the lease is paid in full. The Court notes that this is not post-majority support, as this is a marital debt voluntarily incurred by Respondent.

9. ATTORNEY'S FEES: The parties' announced to the Court at the commencement of the hearing that they stipulate to the issue of attorney's fees being submitted to the Court via Motion and Brief and that the issue be determined by the Court via Motion and Brief. The Court orders either party requesting attorney's fees to file and submit said request to the Court and serve upon the opposing party no later than August 3, 2015. Any response to said request for attorney's fee shall be submitted to the Court and served on the opposing party no later than August 17, 2015.

**[SIGNATURE LINES ON FOLLOWING PAGE]**



SO ORDERED, this <sup>30</sup> day of July, 2015 (nunc pro tunc to July 15, 2015)

  
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JANE C. BARWICK, JUDGE  
SUPERIOR COURT OF FULTON COUNTY  
FAMILY DIVISION

Order Prepared & Presented by:

\_\_\_\_\_  
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