

IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA

MICHAEL UNDERWOOD,)
)
 Plaintiff,)
)
 v.) CIVIL ACTION FILE NO.: 2017CV295106
)
 LE'ANDRIA JOHNSON,)
)
 Defendant.)
_____)

FINAL JUDGMENT AND DECREE OF DIVORCE

The above matter came before this Court for a Final Hearing on July 30, 2020, for which ("Defendant" or "Mother"), was represented by her counsel of record, James L. Walker Jr., Esq of J. Walker & Associates LLC., ("Plaintiff" or "Father"), and Respondent was present and appeared *pro se*. Based on the evidence and argument presented at trial, and the entire record;

NOW, THEREFORE, after consideration of testimony of witnesses, exhibits submitted at trial, argument of counsel, and the entire record, it is CONSIDERED, ORDERED, AND ADJUDGED as follows:

FINDINGS OF FACT

1.

The parties were married on or about November 16, 2008, but separated following unhappy differences between the parties. The above referenced Plaintiff filed his *Complaint for Divorce and Other Relief* as of September 7, 2017 and since that date have lived in a bona fide state of separation.

2.

There is one minor child born as issue of the marriage and the child shall remain in the custody of the Mother.

3.

DIVORCE GRANTED

(a) The Court grants a divorce to the parties upon the grounds that the marriage is irretrievably broken.

(b) Upon consideration of this case 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 the Court that the marriage contract heretofore entered into between the parties to this case, from and after this date, be and is set aside and dissolved as fully and effectually as if no such contract had ever been made or entered into.

(d) Plaintiff and Defendant, formerly Defendant and Plaintiff, in the future shall be held and considered as separate and distinct persons altogether unconnected by any nuptial union or civil contract, whatsoever. Plaintiff and Defendant herein shall have the right to remarry.

4.

ALIMONY

Neither party is ordered to pay alimony to the other.

5.

FREEDOM FROM INTERFERENCE

Defendant and Plaintiff shall continue to live separate and apart, and each shall be free from the interference, harassment, molestation, authority, and control, either direct or indirect, of the other, except as may expressly be provided for in this Order. Without regard to the other provisions hereof, each may reside at such a place as he or she may select, and each may, for his or her own separate use and benefit, engage in any employment, business, or profession which he or she may deem advisable free from interference by the other. Defendant shall not contact Plaintiff in any manner, including but not limited to, via telephone, text message, e-mail, messaging applications, social media sites, and/or in-person.

6.

HEALTH INSURANCE AND EXPENSES OF THE PARTIES

Each party shall be responsible for maintaining and paying for his or her own medical, dental, and hospitalization insurance coverage and medical, dental, and hospitalization expenses, including, but not limited to, insurance premiums, deductible

amounts, and uncovered medical, drug, clinic, optical, orthodontic, dental, and hospital expenses.

7.

EQUITABLE DIVISION OF PROPERTY

(1) Real Estate.

The parties do not own any real estate subject to the division of the Court, and each shall be solely responsible for their own living expenses.

(2) Retirement Accounts.

Each party shall maintain any retirement accounts in their respective name, or to which they have any interest and the other party shall make no claim thereon.

(3) Bank, Money Market and Stock Accounts.

Each party shall retain all personal checking and/or savings accounts and/or other monies, stocks and funds in his or her name and the other party shall make no claim thereon. Neither party is aware of the existence of any joint account, however to the extent such account is discovered, each party shall receive half (50%) of the value of such account and shall participate in the closing of such account.

(4) Vehicles.

Each party shall enjoy sole and exclusive use, ownership, and possession of his or her motor vehicle.

Each party shall be solely responsible for all debts, expenses, and liabilities arising out of, relating to, or connected to his or her own vehicle, including, but not limited to, car insurance. Further, each party receiving property pursuant to this Order shall indemnify and hold the other party harmless from any claims by third parties against the other party arising out, relating to, or connected with property granted by this paragraph to the party.

(5) Personal Property.

Each party shall be awarded all household goods, furniture, furnishings, artwork, collectibles, personal property, jewelry, clothing, and other personal effects currently in the possession and control of said party.

8.

ALLOCATION OF DEBT

Each party shall be responsible for and shall timely pay all debts, liabilities, promissory notes, loans, and credit cards in his or her name and shall indemnify and hold harmless the other party from all claims, expenses, causes of action, or liabilities of any nature whatsoever with respect to such debts.

9.

ATTORNEY'S FEES

Defendant shall pay Plaintiff \$ 0.00 in attorney's fees. Defendant shall be responsible for her attorneys' fees and costs of litigation.

10.

ADDITIONAL INSTRUMENTS

Each party hereto will, at the request of the other party, concurrently with the entry of this Order or at any time thereafter, expeditiously execute and deliver to the other party all documents of whatever nature, which may be reasonably needed to make fully effective the provisions of this Order.

The parties hereto shall perform all acts, notify all affected insurance companies and do all things necessary to transfer any of the assets, or to effectuate any of the provisions and conditions of this Order.

11.

NO WAIVER OF BREACH

This Order may only be modified as applicable by the parties by mutual Agreement, in writing, for any change to be valid and binding. Each party agrees that there shall be no oral modifications of this Order, and any change shall be approved by a Georgia court of competent jurisdiction prior to any change becoming binding on either party. No waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

DECREE AND ORDER entered this 17th day of August, 2020 .



HONORABLE URAL GLANVILLE
Judge, Fulton County Superior Court

Prepared and presented by:

/s/ James L. Walker, Jr.
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