

IN THE SUPERIOR COURT OF HENRY COUNTY

STATE OF GEORGIA

FILED IN OFFICE  
HENRY COUNTY  
SUPERIOR COURT  
APR 26 2021  
CLERK OF SUPERIOR COURT

MARIE ANGE PEREZ MALAVÈ,

Plaintiff,

vs.

MIGUEL ANGEL MORALES ROMAN,

Defendant.

CIVIL ACTION FILE

NO. 2019-CV-2634-HV

**FINAL JUDGMENT AND DECREE OF DIVORCE**

The above-styled matter came before this Court for a final hearing on February 12, 2021 (via virtual platform by consent of the parties). The Plaintiff was present and represented by attorney Tynesha Rhodes Walls. The Defendant was present and represented by attorney Nichole A. Reynolds. Defendant's name as listed on his birth certificate is Miguel Angel Morales Roman; the name commonly used by the Defendant is Miguel A. Morales.

Based on the evidence presented and the laws of this State, this Court hereby **FINDS, ADJUDGES, AND ORDERS** as follows:

1.

**Divorce Granted**

The parties' marriage is irretrievably broken with no reasonable hope of reconciliation. It is the judgment of this Court that a total divorce be granted, that is to say, a divorce a vinculo matrimonii, between the parties to the above-styled case upon legal principles. 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, shall be set aside and dissolved as if no such contract had ever been made. Plaintiff and Defendant shall be considered as separate and distinct persons who are altogether unconnected by any nuptial union.

2.

**Marcos Gabriel Morales**

The parties are the parents of three children; only one of the parents' children is a minor (Marcos Gabriel Morales, a son, who was born in 2004). A Parenting Plan and Child Support Addendum (with a Child Support Worksheet) is being entered in this case; the Parenting Plan and Child Support Addendum (with a Child Support Worksheet) is incorporated into this Final Judgment and Decree of Divorce and made a part hereof by this reference.

3.

**419 Grier Drive, Locust Grove, Henry County, Georgia**

The parties' have an interest in a marital home (located at 419 Grier Drive, Locust Grove, Henry County, Georgia); the marital home is further described in Exhibit A, which is attached hereto and incorporated herein by this reference. Neither party has an interest in any other real

Marie Ange Perez Malave vs. Miguel Angel Morales Roman

Final Judgment and Decree of Divorce

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estate.

a. **Possession and Use:** The Wife has exclusive use and possession of the marital home until the parties' youngest child's twenty birthday. The Wife shall not allow anyone to reside in the marital home in addition to herself and the children, including but not limited to a spouse. Neither party may rent the home to a non-party. In the event the Wife chooses to vacate the home prior to the youngest son's twentieth birthday, the Wife shall notify the Husband in writing at least 90 days prior of date she intends to vacate the home, and the home shall be immediately placed on the market by the Husband upon receiving notice from the Wife. If the Wife fails to provide the Husband with the proper notice prior to vacating the home early, the subsequent mortgage payments (paid between the time the Wife vacates the property and the time the home is sold) shall be reimbursed to the Husband by the Wife from her portion of the sale proceeds at closing.

b. **Expenses:** Until the home is sold, the Husband shall pay the mortgage payment (which includes the taxes and homeowner's insurance) and homeowners' association annual fee. Until the home is sold, the Wife shall pay the ordinary, daily expenses of maintaining the home (such as gas, electric, water, cable, etc.) If a fine is imposed by the homeowner's association for an infraction related to the structural integrity of the home, the Husband shall pay the fine. If a fine is imposed by the homeowner's association for an infraction related to the upkeep of the home, the Wife shall pay the fine. In the event the Wife remarries between the youngest child's 18<sup>th</sup> and 20<sup>th</sup> birthdays, the Husband's obligation to pay any expense associated with the home shall cease upon the remarriage of the Wife. The Wife shall vacate the home upon her remarriage. If the Wife intends to remarry, she shall give the Husband 90 days written notice prior to her remarriage and the home shall be immediately placed on the market by the Husband upon receiving notice from the Wife.

c. **Sale:** The home shall be placed on the market for sale on the parties' youngest child's 20<sup>th</sup> birthday. The parties may place the home on the market sooner if both parties consent in writing (or if the Wife vacates the home and/or remarries (as described above)). The Husband shall choose the realtor; he shall not sell the home for less than fair market value.

d. **Debt:** Neither party will incur additional debt against the marital home. The only debt associated with the home is the first mortgage in the Husband's name. In the event a creditor of either party puts a lien against the home, the party shall clear the lien immediately.

e. **Repairs:** In the event the Husband pays for a repair following the entry of the divorce decree, the Husband shall be reimbursed from the proceeds at closing prior to the division of the proceeds. The Husband shall provide a dated receipt as proof of the expense to the closing attorney.

f. **Division of proceeds:** The sales proceeds shall be divided as follows:

- i. the first mortgage shall be paid in full;
- ii. the realtor(s) commission(s), closing costs, and any usual and customary costs the Sellers pay shall be paid in full;
- iii. the Husband shall be reimbursed for prepaid future prorated taxes and insurance (from escrow);
- iv. the Husband shall be reimbursed for any repairs made as described above;
- v. if either party has not cleared a lien on the home, the lien shall be paid directly from that party's proceeds; and

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- vi. the parties shall divide the remainder of the proceeds equally (50/50) (adjusted for any lien(s) paid in either party's name).

The parties shall provide the closing attorney with a copy of this order at least three days prior to the closing.

**4.**

**THRIFT SAVINGS PLAN**

During the marriage, the Husband contributed to a Thrift Savings Plan (the total account balance is approximately \$178,600). During the marriage, the parties incurred a loan against the Thrift Savings Plan; the balance of the loan is approximately \$6,638. Prior to the division of the Thrift Savings Plan, the outstanding loan balance as of the Valuation Date of February 12, 2021 (or as close thereto as administratively feasible) shall be deducted from the total balance of the account. The Wife is awarded fifty percent (50%) of the Thrift Savings Plan (with the Wife receiving 50% of the traditional portion of the Thrift Savings Plan and 50% of the Roth portion of the Thrift Savings Plan). Each party shall be entitled to the earnings and losses on his/her portions of the Thrift Savings Plan after February 12, 2021 (or as close thereto as administratively feasible). The Husband (through his choice of counsel) shall prepare the Qualifying Retirement Benefits Court Order to divide the Thrift Savings Plan in accordance with the terms of this order. The Wife shall promptly execute all necessary documents to assist in the division of the Thrift Savings Plan as described herein.

**5.**

**FEDERAL EMPLOYEE RETIREMENT SYSTEM (FERS)**

During the marriage, the Husband contributed to a pension/annuity through his work known as the Federal Employee Retirement System ("FERS" herein). Each party shall be entitled to fifty percent of the value of the Husband's FERS benefit as of the Valuation Date. The Valuation Date is February 12, 2021 (or as close there as administratively feasible). The Wife shall not be entitled to any benefit due the Husband based on his contributions to FERS after the Valuation Date. The Husband (through his choice of counsel) shall prepare the Court Order Acceptable for Processing to divide the FERS pension/annuity benefit in accordance with the terms of this order. The Wife shall promptly execute all necessary documents to assist in the division of the FERS pension/annuity benefit as described herein.

**6.**

**DEBTS**

Except as specifically described herein, the Husband shall pay the debts in the Husband's name and the Wife shall pay the debts in the Wife's name. There are no joint debts. As of February 12, 2021, the Wife shall not use any credit, debit, or charge account in the Husband's name. The Wife shall not incur further debt in the Husband's name.

- a) As an equitable division of marital debt, the Husband shall pay the Wife \$480 for the youngest child's past due counseling bill with CSG & Associates Counseling & Consulting. The Wife shall be solely responsible for paying CSG & Associates Counseling & Consulting for any other charges prior to February 12, 2021 for the parties' youngest child.
- b) As an equitable division of marital debt, within sixty (60) days of the entry of this Order, the Husband shall pay the Wife \$2,255.35 for medical bills the Wife incurred in her name

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for her treatment during the marriage. The Wife shall be solely responsible for paying her medical bills.

- c) As an equitable division of marital debt, within one hundred twenty (120) days of the entry of this Order, the Husband shall pay the Wife \$2,877.45 for credit debt incurred by the Wife on the Wife's Fingerhut credit card during the marriage. The Wife shall be solely responsible for paying her Fingerhut credit card.
- d) As an equitable division of marital debt, the Husband shall pay the Wife's attorney, Tynesha Rhodes Walls, \$3,550 for Wife's attorney's fees in this matter. Beginning one hundred sixty days (160) after the entry of this Order, the Husband shall make monthly payments to attorney Tynesha Rhodes Walls in the amount of \$710 per month for five (five) months. The payments shall be made via certified funds and payable to "Rhodes Walls Law Office" (located at 2330 Scenic Highway, Snellville, Georgia 30078).

**7.**

**INSURANCE AND MEDICAL EXPENSES OF THE PARTIES**

Upon entry of this Order, each party shall be solely responsible for his/her own insurance coverage of every type. The Wife may be eligible for continued medical insurance coverage under the Temporary Continuation of Coverage provided through the Husband's employer. The Husband will facilitate the process and provide all information necessary to Wife to assist her in obtaining coverage if it is available and she chooses to do so. The Husband will promptly sign and return any necessary documents to assist with Wife's application.

Each party shall be solely responsible for his/her own medical costs. The Wife shall be solely responsible for the cost of her upcoming MRI.

**8.**

**PERSONAL PROPERTY**

There are no jointly held bank accounts. Each party is awarded the bank accounts in his/her individual name.

Except as described herein, each party is awarded the personal property in his or her possession. The Husband is awarded the following from the marital home: living room set and end tables (from his mother) and personal items (clothes, shoes, work uniforms, books, personal documents, mementos and items of personal history – such as yearbooks and photos).

The Wife is awarded the remaining items in the home, except for the following (which shall be left in the home for the purchasers): all appliances, curtain and blind rods, light fixtures and anything "attached" to the home.

The Wife is awarded the 2006 Acura MDX; the Wife is solely responsible for all costs associated with this vehicle.

The Husband is awarded the 2007 Toyota Yaris; the Husband is solely responsible for all costs associated with this vehicle.

**9.**

**ALIMONY**

The following periodic alimony is awarded to Wife, payable by Husband, and shall terminate upon either party's death, Wife's remarriage, Wife's participation in a meretricious relationship, or full payment, whichever first occurs.

- a) Beginning March 1, 2021, the Husband shall pay the Wife \$500 per month, each month, through the last month that the parties' youngest child is eligible for child support.

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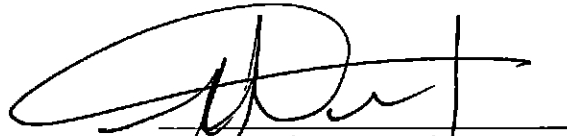
- b) Beginning the month after the parties' youngest child becomes ineligible for child support, the Husband shall pay the Wife \$800 per month, each month, until the marital home is sold.
- c) Beginning the month following the marital home being sold, the Husband shall pay the Wife \$1,000 per month, each month, for 48 months (4 years).

10.

**NATURE OF ORDER**

Pursuant to the authority of Franklin v. Franklin, 294 Ga. 204, 209 (2013), it is hereby ordered that in the event of an appeal of this order by either party, the provisions of this order shall constitute a new temporary order (superseding all prior temporary or final relief to the contrary) during the pendency of such appeal.

Decree and order entered this 16 day of April, 2021. *max pro ton*  
February 12, 2021



Judge, Holly W. Veal  
Henry County Superior Court  
Flint Judicial Circuit

Order Approved as to Form By:

Order Prepared By:

Tynesha Rhodes Walls  
Rhodes Walls Law Office, LLC  
Attorney for Plaintiff  
Georgia Bar No. 297405  
2330 Scenic Hwy.  
Snellville, GA 30078  
(770) 224-0421  
[twalls@rhodeswallsllaw.com](mailto:twalls@rhodeswallsllaw.com)

Nichole A. Reynolds  
Nichole A. Reynolds, LLC  
Attorney for Defendant  
Georgia Bar No. 601650  
P.O. Box 2318  
McDonough, GA 30253  
(770) 898-2648  
[4lawyer@bellsouth.net](mailto:4lawyer@bellsouth.net)

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DOC# 048899  
FILED IN OFFICE  
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BK:8532 PG:72-72  
JUDITH A LEWIS  
CLERK OF SUPERIOR COURT  
HENRY COUNTY

*Judith Lewis*  
REAL ESTATE TRANSFER TAX  
PAID: \$154.50

05-1813  
RETURN TO:  
THE SOUTHERN LAW GROUP, LLC  
5491-A ROSWELL ROAD, SECOND FLOOR  
ATLANTA, GEORGIA 30342  
(404) 257-1011

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF HENRY

PT-61 075-2005-12286

This Indenture made this 23rd day of September, in the year Two Thousand Five, between HOMELIFE COMMUNITIES OF HENRY, INC., of Fulton County, Georgia, as party or parties of the first part, hereinafter called Grantor, and MIGUEL A. MORALES, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 198, OF THE 2ND DISTRICT, HENRY COUNTY, GEORGIA, AND BEING LOT 121, RICHMOND PARK, AS PER PLAT RECORDED IN PLAT BOOK 39, PAGES 78-83, HENRY COUNTY, GEORGIA RECORDS, WHICH RECORDED PLAT IS INCORPORATED HEREIN BY REFERENCE FOR A MORE COMPLETE DESCRIPTION.

This conveyance is made subject to all easements, restrictions and covenants of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons through or under Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

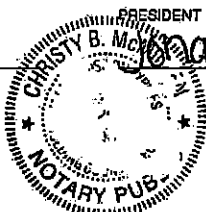
Signed, sealed and delivered in the presence of

Witness

Notary Public

(Seal)  
HOMELIFE COMMUNITIES OF HENRY, INC.

PRESIDENT  
*Jonathan Been* (Seal)



SEAL AFFIXED

IN THE SUPERIOR COURT OF HENRY COUNTY

STATE OF GEORGIA

FILED IN OFFICE  
HENRY COUNTY  
SUPERIOR COURT  
APR 26 2021  
*[Signature]*  
CLERK OF SUPERIOR COURT

MARIE ANGE PEREZ MALAVÈ, :

Petitioner, :

vs. :

MIGUEL ANGEL MORALES ROMAN, :

Respondent. :

CIVIL ACTION FILE

NO. 2019-CV-2634-HV

**INITIAL PERMANENT PARENTING PLAN**  
**For Marcos Gabriel Morales (Year of Birth: 2004)**

This plan has been prepared based on the judge’s ruling after a final trial. Neither party has requested that the court make written findings of fact; this order therefore contains no findings. See OCGA §19-9-3(a)(8).

**1. Custody and Decision Making:**

**A. Legal Custody shall be (choose one:)**

- with the Mother
- with the Father
- Joint

**B. Physical Custodian**

The mother shall be the primary physical custodian of the parties’ minor son: **Marcos Gabriel Morales** (born in 2004).

The parents will make a reasonable effort to reach mutually agreeable decisions regarding the child. However, in the event the parents cannot agree, the mother has the final decision making authority for all major decisions, including decisions about health, education, extracurricular activities, religious upbringing, and the child’s welfare.

**C. Day-To-Day Decisions**

Each parent shall make decisions regarding the day-to-day care of a child while the child is residing with that parent, including any emergency decisions affecting the health or safety of a child.

## **2. Parenting Time Visitation Schedules**

### **A. Parenting Time Visitation**

Based on the child's age, the child may visit with his father on dates and times arranged between the father and son. The mother shall not interfere with the scheduling.

### **B. Transportation Arrangements**

The father shall provide transportation to and from visitation (with the place of exchange being the Mother's home) unless the child provides his own transportation with the consent of his parents.

### **C. Contacting the child**

Each party may contact the child at reasonable times with reasonable frequency when in the other parent's care. Each parent shall foster and not interfere with communications between the child and the other parent.

### **D. Updated information**

Each parent shall promptly notify the other parent of a change of address, phone number or cell phone number. A parent changing residence must give at least 30 days notice of the change and provide the full address of the new residence.

## **3. Access to Records and Information Rights of the Parents**

Pursuant to O.C.G.A. § 19-9-1 (b)(1) (D), both parents are entitled to access to all of the child(ren)'s records and information, including, but not limited to, education, health, extracurricular activities, and religious communications. Designation as a secondary custodial parent does not affect a parent's right to equal access to these records.

## **4. Modification of Plan or Disagreements**

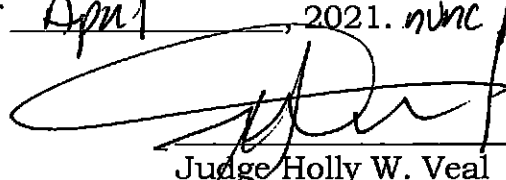
Parties may, by mutual agreement, vary the parenting time/visitation; however, such agreement shall not be a binding court order. If one parent does not agree to change, then the parents must follow the Parenting Plan.



**5. Miscellaneous**

1. A close and continuing parent-child relationship and continuity in a child's life is in the child's best interest.
2. The child's needs will change and grow as he matures; the parents make a good faith effort to take these changing needs into account so that the need for future modifications to the parenting plan are minimized.
3. The parties will cooperate and consult with each other so that the child shall respect each of his parents and so that the child will not have to act as an intermediary between the parents.
4. Both parties shall have the right to attend all school functions and activities in which the child participates outside of the home.
5. The parties agree shall not make any derogatory comments about the other parent to the child or in the presence of the child.
6. In the event a child develops a serious illness or injury while visiting with one parent, that parent shall promptly inform the other parent of the child's condition. Emergency surgery necessary for preservation of life or to prevent a further serious injury or condition may be performed without the other parent's consent, provided, however, that if time permits, the other parent shall be consulted and, in any event, he or she shall be informed as soon as possible.

The foregoing Parenting Plan is hereby made the order of this Court. It is SO ORDERED this 16 day of April, 2021. *nunc pro tunc feb 12, 2021*



Judge Holly W. Veal  
Superior Court of Henry County

Order Approved as to Form By:

Order Prepared By:

Tynesha Rhodes Walls  
Rhodes Walls Law Office, LLC  
Attorney for Plaintiff  
Georgia Bar No. 297405  
2330 Scenic Hwy.  
Snellville, GA 30078  
(770) 224-0421  
[twalls@rhodeswallsllaw.com](mailto:twalls@rhodeswallsllaw.com)

Nichole A. Reynolds  
Nichole A. Reynolds, LLC  
Attorney for Defendant  
Georgia Bar No. 601650  
P.O. Box 2318  
McDonough, GA 30253  
(770) 898-2648  
[4lawyer@bellsouth.net](mailto:4lawyer@bellsouth.net)

IN THE SUPERIOR COURT OF HENRY COUNTY

STATE OF GEORGIA

FILED IN OFFICE  
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MARIE ANGE PEREZ MALAVÉ, :

Petitioner, :

vs. :

MIGUEL ANGEL MORALES ROMAN, :

Respondent. :

CIVIL ACTION FILE

NO. 2019-CV-2634-HV

**CHILD SUPPORT ADDENDUM**

***Instructions: All parts of this Addendum must be completed and it must be attached to all final orders and judgments determining the amount of child support. However, it is not required for orders on contempt motions.***

*[You must check one of the following boxes.]*

- ( ) The parties have agreed to the terms of this order and this information has been furnished by both parties to meet the requirements of OCGA §19-6-15. The parties agree on the terms of the order and affirm the accuracy of the information provided, as shown by their signatures at the end of this addendum.
- (X) This addendum includes findings of fact and conclusions of law and fact made by the Court, in compliance with OCGA §19-6-15.

**Application of Child Support Guidelines.** The statutory requirements of OCGA §19-6-15 have been applied in reaching the amount of child support provided under the final order in this action. The specifics are as follows:

1. Gross Income - The Father's gross monthly income (before taxes) is \$10,116; the Mother's gross monthly income is \$810 (before taxes).
2. Number of Children - The number of children for whom support is being provided under this order is ONE.
3. Attachments - The *Child Support Worksheet* and *Schedules A and D* are attached and made a part of this addendum, along with any other applicable schedules.
4. Child Support Amount – The father shall pay to the mother, for the support of the minor children, the sum of ONE THOUSAND TWO HUNDRED FORTY (\$1,240.00) per

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2019-CV-2634-HV

Child Support Addendum

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month, beginning on March 1, 2021 and continuing on the first day of the month each and every month thereafter.

5. **Duration of Child Support**

*[You must check & complete only one of the following paragraphs.]*

- (X) (a) **Beyond Age 18 for High School** - The child support shall continue monthly thereafter until each child reaches the age of eighteen, dies, marries, or otherwise becomes emancipated; provided that if a child becomes eighteen years old while enrolled in and attending secondary school on a fulltime basis, then the child support shall continue for the child until the child has graduated from secondary school or reaches twenty years of age, whichever occurs first.
- ( ) (b) **Stops at Age 18** - The child support shall continue monthly thereafter until each child reaches the age of eighteen, dies, marries, or otherwise becomes emancipated.
- ( ) (c) **Until Further Order** - This is not a final order, so the child support shall continue until further order of this Court.
- ( ) (d) **Until Specific Date** - The child support shall continue monthly thereafter until \_\_\_\_\_.

6. **Split Parenting** – A split parenting situation occurs when the parents have two or more children together, where at least one of the children spends more than 50% of the time with one parent, and at least one of the children spends more than 50% of the time with the other parent.

*[You must check & complete only one of the following paragraphs.]*

- (X) (a) **Not Split Parenting Case** - This case does not involve Split Parenting.
- ( ) (b) **Split Parenting Case** – This is a Split Parenting Case. Separate *Child Support Worksheets* have been filed for the children living with the Mother and for the children living with the Father, and a *Child Support Addendum* has been entered on this action for each parent. At this time, Mother is obligated to pay the sum of \$\_\_\_\_\_ per month to the Father, and the Father is obligated to pay the sum of \$\_\_\_\_\_ per month to the Mother.

*[To complete (b), you must check & complete only one of the following sub paragraphs: (1), (2) or (3)]*

- ( ) 1. **Net Payment** - For so long as these amounts remain in effect, the \_\_\_\_\_ shall pay only the difference between the two amounts (which is \$\_\_\_\_\_) to the \_\_\_\_\_, who shall not be required to pay the child support obligation to the other parent.

2. **Zero Payment** - The parents' child support obligations are equal. For so long as the amounts remain equal, neither parent shall pay any child support payment to the other parent.

1. **Full Payment From Each** – Each parent shall pay the full amount of his or her child support obligation to the other.

7. **Deviation from Presumptive Amount**

*[You must check & complete only one of the following paragraphs.]*

(a) **No Deviation** - It has been determined that none of the Deviations allowed under OCGA §19-6-15, applies in this case, as shown by the attached *Schedule E*. The amount of support in Paragraph 4 above is the Presumptive Amount of Child Support shown on the attached *Child Support Worksheet*.

(b) **Parenting Time Deviation Only**– It has been determined that the “Parenting Time” Deviation allowed under O.C.G.A. ' 19-6-15 applies in this case, as shown by the attached *Schedule E*. The amount of support in Paragraph 4 above is the Presumptive Amount of Child Support shown on the attached *Child Support Worksheet*.

(c) **Deviation** - It has been determined that one or more of the Deviations allowed under OCGA §19-6-15 applies in this case, as shown by the attached *Schedule E*. The Presumptive Amount of Child Support that would have been required under OCGA §19-6-15 if the deviations had not been applied is \_\_\_\_\_. The attached *Schedule E* explains the reasons for the deviation, how the application of the guidelines would be unjust or inappropriate considering the relative ability of each parent to provide support, and how the best interest of the children who are subject to this child support determination is served by deviation from the presumptive amount of child support.

8. **Health, Dental & Vision Insurance for Children**

*[You must check & complete all parts of only one of the following paragraphs, (a) or (b).]*

(a) **Insurance Available** - The following insurance for the child(ren) involved in this action is available at a reasonable cost to the Father through that parent's employer or the PeachCare program:

Health (medical, mental health and hospitalization)  Dental  Vision

So long as it remains available to that parent, the FATHER shall maintain the types of insurance checked above for the benefit of the minor child(ren), until each child reaches the age of eighteen, dies, marries, or otherwise becomes emancipated; except that if a child becomes eighteen years old while enrolled in and attending secondary school on a

Marie Ange Perez Malave vs. Miguel Angel Morales Roman

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Child Support Addendum

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full-time basis, then the insurance shall be continued for the child until the child has graduated from secondary school or reaches twenty years of age, whichever occurs first.

(1) The parent who maintains the insurance shall provide the other parent with an insurance identification card or such other acceptable proof of insurance coverage and shall cooperate with the other parent in submitting claims under the policy.

- ( ) (b) **Insurance Not Available** - Insurance (other than Medicaid) is not available at this time to either party at a reasonable cost. If health insurance for the children later becomes available to the parent who is required to pay child support for these children, then that parent must obtain the following types of insurance, unless it is then being provided by the other parent:  
( ) Health (medical, mental health and hospitalization) ( ) Dental ( ) Vision.

When insurance has been obtained by either party, Paragraphs 7 (a)(1) and (2) shall apply.

9. **Uninsured Health Care Expenses** – Except as noted herein, the parents shall divide any uncovered medical expense (with the Father paying 80% of the uncovered cost and the mother paying 20% of the uncovered cost). The parent requesting reimbursement must submit a written demand (via email or text with a copy of the receipt) to the other parent within two weeks of paying said uncovered expense. The parent who has received the demand shall pay his/her portion of said medical bill within 30 days of receiving said demand. The term “medical expense” is construed to include those reasonable charges of professionals in generally recognized fields of health care that reasonably are required to maintain the child in good health and to correct or alleviate any physical or mental dysfunction. “Medical expenses” include but are not limited to orthodontics, dental care, vision care, and mental health care. The parents shall be liable for medical expenses so long as the child is eligible for child support.
10. **Parenting Time Amounts** - For the approximate number of days of parenting time per year, please see the Parenting Plan.
11. **Social Security Benefits**  
*[You must check & complete only one of the following paragraphs.]*
- (X) (a) **Not Received** - The children do not receive Title II Social Security benefits under the account of the parent ordered to pay child support.
- ( ) (b) **Received** - The children receive Title II Social Security benefits under the account of the parent ordered to pay child support. The benefits received by the children shall be counted as child support payments, and shall be applied against the final child support order to be paid by that parent.

- (1) If the amount of benefits received is less than the amount of support ordered, the obligor shall pay the amount exceeding the Social Security benefit.
- (2) If the amount of benefits received is equal to or more than the amount of support ordered, the obligor's responsibility is met and no further support shall be paid.
- (3) Any Title II benefits received for the children's benefit shall be retained by the custodial parent or nonparent custodian for the children's benefit, and it shall not be used as a reason for decreasing the final child support order or reducing arrearages.

12. **Modification** *[You must check & complete only one of the following paragraphs.]*

- (X) (a) **Not Modification Action** - This is an initial determination of child support, not a modification action.
- ( ) (b) **Support Not Modified** - This action is a modification action, but the order does not modify the amount of child support that was previously ordered for these children. The date of the initial support order concerning this child support case was:  
\_\_\_\_\_.
- ( ) (c) **Support Amount Modified** - The order modifies the amount of child support that was previously ordered for these children. The basis for the modification is:  
( ) (1) Substantial change in the income and financial status of the Father;  
( ) (2) Substantial change in the income and financial status of the Mother;  
( ) (3) Substantial change in the needs of the Children;  
( ) (4) The noncustodial parent failed to exercise visitation provided under the prior order;  
( ) (5) The noncustodial parent has exercised more visitation than was provided in the prior order.

The date of the initial support order concerning this child support case was:  
\_\_\_\_\_.

13. **Continuing Garnishment for Child Support** - Whenever, in violation of the terms of the order, there shall have been a failure to make the support payments, so that the amount unpaid is equal to or greater than the amount payable for one month, the payments required to be made may also be collected by the process of continuing garnishment for support.

14. **Income Deduction Order**

*[You must check & complete only one of the following paragraphs: (a), (b) or (c).]*

( ) (a) An *Income Deduction Order* shall be entered by the Court, under OCGA § 19-6-32, for payment of the child support and alimony (if any) provided. The *Income Deduction Order* shall take effect:

[To finish (a), you must check either (1) or (2). Do not check both.]

( ) (1) immediately upon entry by the Court.

( ) (2) upon accrual of a delinquency equal to one month's support. The *Income Deduction Order* may be enforced by serving a "Notice of Delinquency," as provided in OCGA §19-6-32 (f).

( ) (b) The parties agree that an *Income Deduction Order* is not immediately necessary.

(X) (c) The Court finds that there is good cause not to require income deduction, having determined that income deduction will not serve the children's best interests and that there has been sufficient proof of timely payment of any previously ordered support.

### 15. Tutoring

In the event the child needs tutoring, the father shall pay 80% of the tutoring cost and the mother shall pay 20% of the tutoring cost. The Mother must submit a written demand (via email or text with a copy of the receipt) to the Father within two weeks of paying said tutoring cost. The Father who has received the demand shall pay his portion of said tutoring cost within 30 days of receiving said demand.

### ORDER

The Court has reviewed the foregoing *Child Support Addendum*, and it is hereby made the order of this Court.

This Order entered on 7 April 16, 2021.



JUDGE HOLLY W. VEAL  
HENRY COUNTY SUPERIOR COURT

Order Approved as to Form By:

Order Prepared By:

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Tynesha Rhodes Walls  
Rhodes Walls Law Office, LLC  
Attorney for Plaintiff  
Georgia Bar No. 297405  
2330 Scenic Hwy.  
Snellville, GA 30078  
(770) 224-0421  
[twalls@rhodeswallsllaw.com](mailto:twalls@rhodeswallsllaw.com)

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Nichole A. Reynolds  
Nichole A. Reynolds, LLC  
Attorney for Defendant  
Georgia Bar No. 601650  
P.O. Box 2318  
McDonough, GA 30253  
(770) 898-2648  
[4lawyer@bellsouth.net](mailto:4lawyer@bellsouth.net)



**GEORGIA CHILD SUPPORT WORKSHEET  
SUPERIOR COURT OF HENRY COUNTY  
STATE OF GEORGIA**

FILED IN OFFICE  
HENRY COUNTY  
SUPERIOR COURT  
**APR 26 2021**  
*[Signature]*  
CLERK OF SUPERIOR COURT

Marie Ange Perez Malave'  
PLAINTIFF  
vs.  
Miguel Angel Morales Roman  
DEFENDANT

Civil Action Case No.:  
DHS/DCSS Case No.:  
Comments For Court:

Type of Action: Initial Action Initial Order Date

CHILD NAME	YR OF BIRTH	STATUS	CHILD NAME	YR OF BIRTH	STATUS
01. Marcos Gabriel Morales	2004	Included			

Number of Included Children: 1 Noncustodial Parent: Miguel Angel Morales Roman  
Submitted By: Plaintiff Nonparent Custodian:

	Marie Ange Perez Malave'	Miguel Angel Morales Roman	Total
1. Monthly Gross Income	\$810.00	\$10,116.00	\$10,926.00
2. Monthly Adjusted Income	\$810.00	\$10,116.00	\$10,926.00
3. Pro Rata Shares of Combined Income	7.41%	92.59%	100.00%
4. Basic Child Support Obligation (from the Table)			\$1,348.00
5. Pro rata shares of Basic Child Support Obligation	\$99.89	\$1,248.11	
6. Adjustment for Work Related Child Care and Health Insurance Expenses	\$7.71	\$96.29	
7. Adjusted Child Support Obligation	\$107.59	\$1,344.41	
8. Adjustment for Additional Expenses Paid		\$104.00	
9. Presumptive Amount of Child Support	\$107.59	\$1,240.41	
<b>The Amount on Line 9 is the Presumptive Child Support Amount</b>			
10. Deviations From Presumptive Child Support Amount:			
11. Subtotal	\$107.59	\$1,240.41	
12. Social Security Payments to Children (excludes Supplemental Security Income (SSI))			
13. Final Monthly Child Support Amount (rounded to whole number)	\$108.00	\$1,240.00	
<b>The Amount on Line 13 is the Final Child Support Amount</b>			
14. Percentages for each parent for future Uninsured Health Expenses	20.00%	80.00%	

**Schedules**

	Attached	Not Applicable
A Gross Income	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B Adjusted Income	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C Not in use	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D Additional Expenses	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E Deviations From Presumptive Amount	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Marie Ange Perez Malave' v. Miguel Angel Morales Roman**

Submitted By: Plaintiff

CACN:

Worksheet

Georgia Child Support Calculator v 1.1

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**CHILD SUPPORT SCHEDULE A  
GROSS INCOME**

Schedule A - All amounts/data that display on Schedule A were entered using the Online Child Support Calculator and can only be changed by selecting the button "Open This Worksheet." All income on Schedule A is in monthly amounts. The totals from Line 24 of this schedule will display on Line 1 of the Worksheet.	Marie Ange Perez Malave'	Miguel Angel Morales Roman	Combined
1. Salary and Wages (Will not include means-tested public assistance, such as TANF or food stamps).	\$810.00	\$10,116.00	
24. TOTAL GROSS MONTHLY INCOME Total will automatically display here, Line 1 of Worksheet and Line 1 of Schedule B	\$810.00	\$10,116.00	\$10,926.00

*Marie Ange Perez Malave' v. Miguel Angel Morales Roman*

**Submitted By: Plaintiff**

**CACN:**

**Schedule A**

**Georgia Child Support Calculator v 1.1**

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**CHILD SUPPORT SCHEDULE D  
HEALTH INSURANCE & WORK RELATED CHILD CARE**

<b>Schedule D - All amounts/data that display on Schedule D were entered using the Online Child Support Calculator and can only be changed by selecting the button "Open This Worksheet." Annual amounts entered convert to monthly sums used in calculations. Totals from Line 3 will display on Line 8 of the Worksheet. Totals from Line 5 will display on Line 6 of the Worksheet.</b>		<b>Marie Ange Perez Malave'</b>	<b>Miguel Angel Morales Roman</b>	<b>Nonparent Custodian</b>	<b>Combined</b>
1.	Work Related Child Care expenses necessary for a parent's employment, education or vocational training. Includes monthly average amounts paid by each parent (or nonparent custodian) for children included in this action				
2.	Health Insurance Premiums paid for the children. Includes monthly amounts paid (or that will be paid) by each Parent or Nonparent Custodian for health insurance		\$104.00		\$104.00
3.	Total Monthly Additional Expenses. (Line 1 plus Line 2)		\$104.00		\$104.00
4.	Pro Rata Share of parent's income. (From Child Support Worksheet Line 3)	7.41%	92.59%		100.00%
5.	Pro Rata Share of Additional Expenses. (Amount in the Combined column, Line 3, multiplied by the percentages on Line 4. Results display on Line 6 of the Worksheet)	\$7.71	\$96.29		\$104.00

*Marie Ange Perez Malave' v. Miguel Angel Morales Roman*

**Submitted By: Plaintiff**

**CACN:**

**Schedule D**

**Georgia Child Support Calculator v 1.1**

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