

**IN THE SUPERIOR COURT OF DEKALB COUNTY  
STATE OF GEORGIA**

<b>SAWANARRY FORREST,</b>	:	
	:	
<b>Plaintiff,</b>	:	
	:	<b>CIVIL ACTION</b>
<b>v.</b>	:	<b>FILE NO.: <u>21FM4195</u></b>
	:	
	:	
<b>ROBERT E. FORREST JR.,</b>	:	
	:	
<b>Defendant.</b>	:	<b>Hon. Shondeana Morris</b>
	:	

**FINAL JUDGEMENT AND DECREE OF DIVORCE**

The above-styled matter came before this Court upon Plaintiff’s *Complaint for Divorce with Minor Children*, filed on May 13, 2021. Defendant filed an *Answer and Counterclaim for Divorce* on June 10, 2021. A final hearing was held on April 14, 2022, September 7, 2022 and February 15, 2023. Plaintiff appeared and presented testimony and evidence through her counsel, Attorney Elizabeth Davenport. Defendant appeared and presented testimony and evidence through his counsel, Attorney Deidré J. Stokes. Jurisdiction and venue are proper before this Court.

Upon consideration of the evidence presented, this Court **FINDS** and **ORDERS** as follows:

**BRIEF PROCEDURAL HISTORY AND ISSUES**

Plaintiff and Defendant were married on June 10, 2006 and the parties’ have two (2) minor children, to-wit: *Jackson Forrest, a male child born 2008*, and *Karrington Forrest, a female child born 2013*. Defendant vacated the marital residence and resides in her own residence at this time. Since October/November 2021 the parties have been rotating their parenting time with the children on a week-to-week schedule. In February 2022 the male child has remained with the Defendant/Father fulltime and only spent very limited time at Plaintiff/Mother’s residence. Plaintiff never filed any pleading or motion to request additional parenting time with her son. On May 7, 2022 the Minor Child Jackson Forrest, age 14 at the time, executed a Minor Child Election in favor of residing with Defendant/Father.

Plaintiff and Defendant both expressed a desire for the court to award primary custody of the minor children; in an effort to determine the best interest of the children, Defendant acknowledged the need for the appointment of a Guardian ad Litem but Plaintiff objected. Based upon Plaintiff’s objection, Defendant’s request for appointment of a Guardian ad Litem was denied. In lieu of the appointment of a Guardian ad Litem, the parties consented to this Honorable Court speaking directly with the Minor Child Jackson Forrest. The Court spoke with the Minor Child on September 12, 2022 via Zoom during an in-camera meeting with. Neither of the parties nor the parties’ respective counsel

were present during the Court's in-camera meeting with the Minor Child.

At the hearing on September 7, 2022, on a temporary basis, the Court awarded Defendant/Father primary physical custodian of the Minor Child Jackson Forrest. Plaintiff/Mother was granted parenting time with the Minor Child Jackson Forrest every other weekend from Friday at 5:00 p.m. until Sunday at 5:00 p.m. The parties currently continue this schedule for parenting time. Despite the filed child election in favor of the Defendant, at the final hearing Plaintiff requested that this Court award her joint legal custody and primary custody of both children, or alternatively joint physical custody of both children, with an equal 50/50 parenting time split between the parties. Defendant that this Court award him joint legal custody and joint physical custody of the parties' daughter, Karrington Forrest, and that the Court award him joint legal custody and primary physical custody of the parties' son, Jackson Forrest, mainly because this is the expressed wishes of both children.

This Court must determine what is in the best interest of each child, individually, regarding custody, parenting time and child support.

### **FINDINGS OF FACT**

#### ***Testimony of Sawanarry Forrest, Plaintiff***

Plaintiff testified that she is currently employed as a professor of nursing at Georgia State University, Perimeter campus, and that she makes \$61,000 annually. Plaintiff has a doctorate in Nursing, serving as a family nurse practitioner before her current position. Her previous jobs included working on a contract basis at Mercer University from 2018 until December 2021, then working at Everside Health on a part-time basis from June 2021 until April 2022, and then working at Cerium Medical Group from April 2022 until she was terminated in June 2022. While at Cerium Medical Group Plaintiff was hired at the annual salary of \$112,000 with the expectation that her annual salary would increase to \$115,000 if she had maintained that employment. There was not an order for temporary child support issued in this matter and neither party has received any child support from the other. When questioned about the multiple domestic relations financial affidavits which she filed in this case, including a financial affidavit indicating her income of \$0.00 in May 2021, Plaintiff said she had worked at Avery & Associates in 2020 but in February 2021 she was unemployed.

Plaintiff acknowledged a strain in her relationship with her son exists and admitted that she and her son were involved in a physical altercation in which the police were called the weekend before the final trial. Plaintiff contends that she was simply trying to restrain her son and she denies ever striking or causing harm to her son. No charges were filed against either person involved.

Plaintiff confirmed that all of her personal items have been retrieved from the marital residence.

***Testimony of Robert E. Forrest, Jr., Defendant***

Defendant testified as to his concerns with Plaintiff's ability to co-parent in the best interests of the children. Particularly Defendant reported his son does not feel comfortable going to the Plaintiff's residence and wishes he is not forced to do so. Additionally Defendant has concern about Plaintiff's emotional health and stability because she regularly tells him and the children that "white men" are following her in public; Defendant testified that Plaintiff acts erratically and paranoid. Defendant also testified that Plaintiff sends messages through the children rather than communicate with him directly.

Defendant testified that he was always the main breadwinner in the family despite Plaintiff's education and experience in the nursing field because Plaintiff could never maintain a job; Defendant testified that Plaintiff had more than 10-12 different jobs, working at different employers, during the course of their marriage because she would either be terminated or quit. He reported that she was usually terminated.

During the marriage the parties equally shared parental duties but since leaving the marital residence in February 2021, Plaintiff has abdicated much of parenting to Defendant. Defendant provided contradictory testimony as to the Plaintiff's involvement in the children's lives until their separation. While she handled a few of the daily activities Plaintiff lacked consistency in her schedule and her attentiveness of the children. Defendant worked and provided the main source of daily care and nurturing for the children.

Defendant testified that he has solely maintained all of the costs associated with the children's education as well as extracurricular activities and health needs. Defendant paid for his daughter's cheerleading, daily lunch money, afterschool care, glasses and dental care; Defendant also paid for his son's track & field fees, band costs, glasses and dental care. Defendant carries private insurance coverage for both children and is solely responsible for the payment of those premiums. Defendant requested that Plaintiff reimburse him 50% of the total expenses for the children from the time she left the residence to date. The amount requested for reimbursement is \$9,064.34.

Defendant works fulltime making an annual salary of \$134,937.28. Defendant tendered proposed child support worksheets, labeled as Defendant's exhibits #9, #10 and #11, which imputed the mother's income at \$112,000 and the father's income of \$134,937.24.

Defendant testified that he is requesting sole use and possession of the marital home and that he agrees to pay Plaintiff 50% of the equity in the residence for the time of the marriage until Plaintiff moved out of the residence in February 2021.

Defendant further testified that he did not object to providing Plaintiff with 50% of the marital portion of his 401(k) Vanguard account via a qualified domestic relations order ("QDRO").

## RULE OF LAW

The Official Code of Georgia Annotated §19-5-3 provides in part as follows:

**The following grounds shall be sufficient to authorize the granting of a total divorce:**

- (1) Intermarriage by persons within the prohibited degrees of consanguinity or affinity;**
- (2) Mental incapacity at the time of the marriage;**
- (3) Impotency at the time of the marriage;**
- (4) Force, menace, duress, or fraud in obtaining the marriage;**
- (5) Pregnancy of the wife by a man other than the husband, at the time of the marriage, unknown to the husband;**
- (6) Adultery in either of the parties after marriage;**
- (7) Willful and continued desertion by either of the parties for the term of one year;**
- (8) The conviction of either party for an offense involving moral turpitude, under which he is sentenced to imprisonment in a penal institution for a term of two years or longer;**
- (9) Habitual intoxication;**
- (10) Cruel treatment, which shall consist of the willful infliction of pain, bodily or mental, upon the complaining party, such as reasonably justifies apprehension of danger to life, limb, or health;**
- (11) Incurable mental illness.**
- (12) Habitual drug addiction, which shall consist of addiction to any controlled substance as defined in Article 2 of Chapter 13 of Title 16; or**
- (13) The marriage is irretrievably broken. Under no circumstances shall the court grant a divorce on this ground until not less than 30 days from the date of service on the Defendant.**

**GA. Code 19-5-3 Grounds for total divorce (Georgia Code (2023 Edition)).**

O.C.G.A. §19-9-3(a)(1) provides in part that “in all cases in which the custody of any child is at issue between the parents, there shall be no prima-facie right to the custody of the child in the father or mother. There shall be no presumption in favor of any particular form of custody, legal or physical, nor in favor of either parent.” O.C.G.A. §19-9-3(a)(2) states that “the duty of the judge in all such cases shall be to exercise discretion to look to and determine solely what is for the best interest of the child and what will best promote the child's welfare and happiness and to make his or her award accordingly.”

Furthermore O.C.G.A. §19-9-3(a)(3) provides factors to determine the best interests of the child(ren). Georgia law has not expressly defined or codified parental alienation. However, there is clear support of anti-parental alienation by the state legislature within the law. O.C.G.A. § 19-9-3(a)(3)(N) states that “in determining the best interests of the child, the judge may consider any relevant factor including but not limited to...the willingness and ability of each of the parents to facilitate and encourage a close and continuing parent-child relationship between the child and the other parent, consistent with the best interest of the child.” *Ga. Code Ann. § 19-9-3 (West)*. Additionally, O.C.G.A. §19-9-3(d) states, “it is the express policy of this state to encourage that a child has continuing contact with parents and grandparents who have shown the ability to act in the best interest of the child and to encourage parents to share in the rights and responsibilities of raising their child after such parents have separated or dissolved their marriage or relationship.” *Id.*

### **CONCLUSIONS OF LAW**

Upon Consideration of this case and upon evidence submitted as provided by law, 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 stated case upon legal principles.

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 on the grounds that the marriage is irretrievably broken, pursuant to O.C.G.A. § 19-5-3(13). Plaintiff and Defendant 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.

### **Custody of Minor Children**

Plaintiff and Defendant are awarded joint legal custody of the Minor Children. The parties shall share joint physical custody of the minor daughter. The parties shall continue sharing parenting time of the minor daughter on a week-to-week basis. The Defendant is hereby awarded primary physical custody of the minor son, subject to the parenting time hereinafter awarded to the Plaintiff herein. Such custody arrangement is in the best interest of the minor children. The *Permanent Parenting Plan Order* filed simultaneously herewith shall be incorporated herein by reference and made a part of this *Final Judgment and Decree of Divorce*.

Mrs. Forrest shall have Final Decision-Making authority in education, non-emergency healthcare, religious upbringing, and extra-curricular activities for Karrington Forrest. Mr. Forrest shall have Final Decision-Making authority in education, non-emergency healthcare, religious upbringing, and extra-curricular activities for Jackson Forrest.

### **Child Support and Health Insurance for Minor Children**

The *Child Support Worksheet*, filed simultaneously herewith shall be incorporated herein by reference and made a part of this *Final Judgment and Decree of Divorce*. At this time, the Court

FINDS it to be in the best interests of the minor children, for neither parent to provide child support, as each parent is designated as the primary physical custodian for one minor child. However, once minor child Jackson Forrest has reached the age of majority, Respondent shall pay to Petitioner monthly child support, in the amount of **\$1,104.00**, on behalf of minor child Karrington Forrest until she reaches the age of majority, marries, or otherwise becomes emancipated.

Mr. Forrest shall provide Mrs. Forrest with all receipts, invoices, and records for the minor children's uncovered medical, school, and extracurricular activities. Mrs. Forrest shall reimburse Mr. Forrest 50% of the expenses upon receipt of the invoices and medical bills and upon receipt of the equity from the house.

### ***PROPERTY DIVISION***

Mr. Forrest shall be awarded exclusive use and possession of the marital property located at 7742 White Oak Loop Lithonia, Georgia 30028 (hereinafter the "Marital Residence"). Mr. Forrest shall begin the refinancing process of the marital home located at, 7742 White Oak Loop Lithonia, Georgia 30028, within 30 days from the entry of the Final Judgment and Decree of Divorce. If Mr. Forrest is unable to refinance the marital residence within 120 days from the entry of the Final Order, then the Marital Residence shall be listed for sale after the 120 days from the entry of the Final Order.

As equitable division, Mr. Forrest shall pay Mrs. Forrest fifty percent (50%) of the equity in the home, whether the home is refinanced or sold. An appraisal on the home shall be conducted and the parties shall split the cost of the appraisal 50/50. Equity shall be determined based on the value of the marital home minus the outstanding principal balance of the marital home at the time of the appraisal. The parties shall work together to select an appraiser for the house.

### ***PENSION/RETIREMENT/ ASSETS***

Mrs. Forrest shall be entitled to 50% of Mr. Forrest's Vanguard 401K Retirement Account and Mr. Forrest shall provide Mrs. Forrest with the current value of the account. The parties shall split the cost of the QDRO 50/50. Mr. Forrest shall retain possession all of all his investment accounts, Acorns Security, LLC and ETrade Security, LLC. Each party shall keep all their other respective bank accounts, 401Ks and IRA accounts and each party forever waives their interest or claim in the other parties' accounts, except as otherwise mentioned herein. Each party will be responsible for their tax debts and to settle any disputes with the IRS on their own accord.

### ***PERSONAL TANGIBLE PROPERTY***

The parties are already in possession of their separate and personal tangible property. Mr. Forrest is awarded all of the household furniture. Mrs. Forrest shall be awarded the minor child, Karrington's furniture and the current value of the dining room table set, which is estimated to be \$400.00. Mr. Forrest shall pay Mrs. Forrest the \$400 within 30 days of the entry of the Final Order. Mrs. Forrest shall make arrangements to get Karrington's furniture within 30 days of the entry of the Final Order. All other furniture shall remain in the household.

**ATTORNEY'S FEES**

Plaintiff's request for Attorney's Fees is **DENIED**.

**SO ORDERED** this 13<sup>th</sup> day of March, 2024.

  
HON. SHONDEANA MORRIS  
Superior Court of DeKalb County

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

Sawanarry Forrest  
PLAINTIFF  
vs.  
Robert Forrest, Jr.  
DEFENDANT

Civil Action Case No.: 21FM4195  
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. KARRINGTON R. FORREST	2013	Included	02. JACKSON R. FORREST	2008	Excluded

Number of Included Children: 1 Noncustodial Parent: Robert Forrest, Jr.  
Submitted By: Other Nonparent Custodian:

	Robert Forrest, Jr.	Sawanarry Forrest	Total
1. Monthly Gross Income	\$11,244.77	\$5,083.33	\$16,328.10
2. Monthly Adjusted Income	\$11,244.77	\$5,083.33	\$16,328.10
3. Pro Rata Shares of Combined Income	68.87%	31.13%	100.00%
4. Basic Child Support Obligation (from the Table)			\$1,703.00
5. Pro rata shares of Basic Child Support Obligation	\$1,172.86	\$530.14	
6. Adjustment for Work Related Child Care and Health Insurance Expenses	\$152.28	\$68.83	
7. Adjusted Child Support Obligation	\$1,325.13	\$598.98	
8. Adjustment for Additional Expenses Paid	\$221.11		
9. Presumptive Amount of Child Support	\$1,104.02	\$598.98	
<b>The Amount on Line 9 is the Presumptive Child Support Amount</b>			
10. Deviations From Presumptive Child Support Amount:			
11. Subtotal	\$1,104.02	\$598.98	
12. Social Security Payments to Children (excludes Supplemental Security Income (SSI))			
13. Final Monthly Child Support Amount (rounded to whole number)	\$1,104.00	\$599.00	
<b>The Amount on Line 13 is the Final Child Support Amount</b>			
14. Percentages for each parent for future Uninsured Health Expenses			

**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"/>

Sawanarry Forrest v. Robert Forrest, Jr.

Submitted By: Other

CACN: 21FM4195

Worksheet



**CHILD SUPPORT SCHEDULE A  
GROSS INCOME**

<b>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.</b>	<b>Robert Forrest, Jr.</b>	<b>Sawanarry Forrest</b>	<b>Combined</b>
1. Salary and Wages (Will not include means-tested public assistance, such as TANF or food stamps)	\$11,244.77	\$5,083.33	
24. TOTAL GROSS MONTHLY INCOME Total will automatically display here, Line 1 of Worksheet and Line 1 of Schedule B	\$11,244.77	\$5,083.33	\$16,328.10

**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>Robert Forrest, Jr.</b>	<b>Sawanarry Forrest</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	\$221.11			\$221.11
3.	Total Monthly Additional Expenses. (Line 1 plus Line 2)	\$221.11			\$221.11
4.	Pro Rata Share of parent's income. (From Child Support Worksheet Line 3)	68.87%	31.13%		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)	\$152.28	\$68.83		\$221.11