



IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA  
BESSEMER DIVISION

ERICKA PHILLIPS POE,

Plaintiff/Petitioner,

v.

VAUGHN POE,

Defendant/Respondent.

Case Number: DR-2016-900018.01

**PETITION FOR RULE NISI**

COMES NOW, Ericka Phillips Poe, Plaintiff/Petitioner in the above styled cause and would show unto this Court as follows:

1. Ericka Phillips Poe and Vaughn Poe were divorced from one another on April 4, 2018.

2. The Final Decree of Divorce, entered by this Court, provided in pertinent part:

**II. CHILD SUPPORT**

1. *The Husband shall pay to the Wife One Thousand, Two Hundred Fifty (\$1,250.00) Dollars per month for the support and maintenance of the minor child. The husband shall pay the first payment to the wife no later than the 15<sup>th</sup> day March, 2018. In the event husband has already paid any amount for child support during the month of March, he shall only be required to pay the balance of the \$1,250.00. Thereafter, the Husband shall pay child support on the first day of each month, beginning April 1, 2018 and on the first day of each month pursuant to Ex parte Brewington. This amount is in excess of the amount provided by Rule 32 ARJA. However, due to the special needs of the child, this court finds that this amount is fair and equitable;*

2. *That reference is hereby made in this Agreement to a separate order entitled, Order of Continuing Income Withholding for Support, pursuant to Code of Alabama 1975, Title 30-3-60, et. seq., which is specifically incorporated herein as part of this cause, and this Order **SHALL BE ENTERED and SERVED** forthwith to the Defendant's employer. The Husband shall make payments directly to the Alabama Child Support Payment Center at Post Office Box 244015 Montgomery, AL 36124-4015 each month until the child support is withdrawn from his paycheck.*
3. *That Defendant has failed to pay child support as ordered for the months of March 2018, April 2018, and May 2018.*
4. *Accordingly, the Defendant now owes to the Plaintiff as an arrearage for child support the sum of \$3,750.00 together with interest.*
5. *The Final Decree of Divorce dated April 4, 2018, further provided,*

#### **IV. HEALTH INSURANCE**

2. *Both parties shall provide health, dental, and vision insurance for the minor child as long as the child remains eligible for coverage.*
3. *Each party shall be responsible for one-half of the cost of all medical, dental, prescription drug, vision, orthodontic, or psychological costs for the minor child which are not covered by health insurance.*
4. *In the event that either parent incurs said medical expense(s), they shall provide evidence of same to the other parent of said expense(s) within*

*thirty (30) days of their receipt of same. Should either parent fail to provide said medical bills within thirty (30) days, they shall become the sole responsibility of that party. The parent who did not incur the expense shall make appropriate payment and/or appropriate reimbursement of same within thirty (30) days of said documentation direct to the party who incurred the expense or medical provider as may be required. Should the parent who did not incur the expenses fail to make payment of his/her portion of the medical bills within 30 days of receipt of same, then he/she shall be responsible for the full amount of the expense which was not covered by insurance.*

5. *The Husband shall reimburse to the wife the sum of Two Thousand, Two Hundred and Three Dollars and 89/100 (\$2203.89) which is one-half of the medical expense and necessary travel expense related to the child's medical treatment, that the wife incurred on behalf of the minor child. Said amount shall be paid to the Wife within 30 days of the date of this Order.*

6. That Defendant has failed to maintain health insurance coverage as ordered for the benefit of the minor child of the parties.

7. The Defendant has failed and refused to abide by the Final Decree of Divorce in that he has not paid one-half of the post-divorce medical expenses for the minor child of the parties. Further, the Defendant has failed to reimburse the Plaintiff the sum of \$2,203.89 for one-half of the medical expense and necessary travel expense related to the child's medical treatment, that the wife incurred on behalf of the minor child during divorce proceedings.

8. The Final Decree of Divorce dated April 4, 2018, further provided,

**V. LIFE INSURANCE AND MILITARY BENEFITS**

1. *The husband shall name the wife, as the beneficiary of a life insurance polic(ies) on his life with a face value of no less than \$100,000.00 so long as the husband has any obligation to the wife or the child pursuant to this decree.*
2. *The husband shall continue to name the wife as the beneficiary of his Survivor Benefit Plan and he shall pay any premium associated with said plan. The Husband shall also name the wife as the beneficiary or recipient of any other military benefits for which the wife is eligible, including but not limited to the Retired Serviceman Family Protection Plan, the Former Spouse Protection Plan and the Arrears of Pay Beneficiary.*
9. That Defendant has failed to provide proof of an existing life insurance policy on his life, with the Plaintiff named as beneficiary of said policy.
10. Further, the Defendant has failed to provide proof that the Plaintiff remains the named beneficiary on his Survivor Benefit Plan or any other military benefits for which the Plaintiff is eligible.
11. The Final Decree of Divorce dated April 4, 2018, further provided,

**VI. ALIMONY**

*The husband shall pay to the wife the sum of \$500.00 per month as periodic alimony, beginning March 15<sup>th</sup>, 2018, and on the first day of each month thereafter, beginning in April, 2018. Said payments shall continue until the*

*wife dies, remarries, or commits those acts set forth in 30-2-55, Code of Alabama, 1975.*

12. That Defendant has failed to pay periodic alimony to the Plaintiff as ordered for the months of March 2018, April 2018, and May 2018.

13. Accordingly, the Defendant now owes to the Plaintiff as an arrearage for alimony the sum of \$1,500.00, together with interest.

14. The Final Decree of Divorce dated April 4, 2018, further provided,

**VII. HOUSEHOLD GOODS, FURNISHINGS & PERSONAL**

**PROPERTY**

1. *The Husband shall deliver to the residence of the wife, the sofa, chaise lounge, television, and table which she owned prior to the marriage, and all other personal papers and documents. Said delivery shall be made within 30 days of the date of this Order.*

15. The Defendant has failed and refused to abide by the Final Decree of Divorce in that he has not returned all personal papers and documents to the Plaintiff, specifically Plaintiff's medical records.

16. The Final Decree of Divorce dated April 4, 2018, further provided,

**XII. MISCELLANEOUS**

1. *The Husband shall pay to the wife the sum of \$10,000.00 which shall be used by the wife as a down payment on a vehicle that will accommodate a*

*lift for the minor child's battery powered wheel chair. Said amount shall be paid within 12 months of the date of this Order.*

2. *The Parties shall work together and purchase a van automobile with a lift to transport the minor disabled child. Each party shall share one-half the cost of the van. The mother shall have primary custody of the disabled minor child and the van. For insurance purposes, the mother shall have the van and insurance in name.*

17. The Defendant has failed and refused to abide by the Final Decree of Divorce in that he has not paid to the Plaintiff the sum of \$10,000.00 to be used as a down payment on a vehicle which can accommodate a wheelchair lift to assist in the care of the minor child of the parties.

18. The Defendant has failed to work with the Plaintiff to purchase a vehicle with a wheelchair lift to assist in the care of the minor child of the parties.

19. The Final Decree of Divorce dated April 4, 2018, further provided,

**XIV. ATTORNEY'S FEES AND COURT COSTS**

*The Husband shall pay to wife Five Thousand Five Hundred (\$5,500.00) for reimbursement of attorney fees. The court finds the sum to be fair and reasonable based on the services rendered. Said sum shall be paid within forty (40) days of the date of this Order. Court costs incurred in this action shall be taxed as paid.*

20. The Defendant has failed to pay to Plaintiff \$5,500.00 for reimbursement of attorney fees.

21. The Plaintiff is without sufficient funds to pay her attorney of record Candice J. Shockley for services rendered in connection with this cause. The Defendant is an able bodied man, with employment and income sufficient to pay Plaintiff's attorney's fees and costs.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that the following relief be granted:

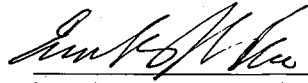
A. Your Plaintiff prays that Your Honor will take jurisdiction of this Petition and will cause a Rule Nisi to issue to the Defendant, requiring him at a time and place to be therein stated to appear before this Court and show cause, if any he has, why he should not be adjudged in contempt of Court for his failure to abide by the Orders of this Court.

B. Your Plaintiff further prays that should the Defendant be adjudged in contempt he should be incarcerated in the Jefferson County/Bessemer Division Jail for a period of not less than five (5) days for each incident of contempt, for his willful and flagrant disregard of the authority of this Court.

C. Your Plaintiff prays this Honorable Court will order Defendant to pay all amounts due from the Defendant to the Plaintiff, together with interest from the date said amounts became due.

D. Your Plaintiff prays this Honorable Court will award Plaintiff reasonable attorneys' fees, expenses, and costs to be paid by Defendant.

E. Your Plaintiff prays this Honorable Court will enter such further Orders as this Court deems appropriate, premises considered.

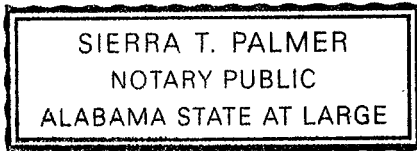


ERICKA PHILLIPS POE  
Plaintiff

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

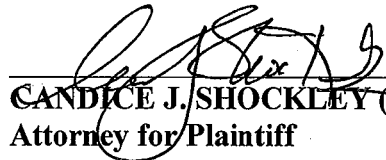
Before me the undersigned Notary Public in and for said State and County personally appeared **ERICKA PHILLIPS POE** who being known to me upon oath duly administered deposed and said that the matters and facts set forth above are true and correct.

Sworn to and Subscribed before me this the 16<sup>th</sup> day of August, 2019.




NOTARY PUBLIC

My Commission expires: 6-19-22



CANDICE J. SHOCKLEY (SH0007)  
Attorney for Plaintiff

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SUMMONS AND PETITION TO BE SERVED ON DEFENDANT BY PROCESS SERVER AT: