

IN THE SUPERIOR COURT OF FULTON COUNTY  
STATE OF GEORGIA

BOB L. WHITFIELD,

Plaintiff,

vs.

SHEREE M. WHITFIELD,

Defendant.

Civil Action File No.

2009CV176230

COMPLAINT FOR INTERLOCUTORY INJUNCTION

COMES NOW BOB WHITFIELD, the plaintiff in the above-styled action, (hereinafter referred to as "Plaintiff") and files this Complaint for Interlocutory Injunction, and shows the Court as follows:

1.

Defendant SHEREE M. WHITFIELD (hereinafter "Defendant") is a resident of Fulton County and resides at 705 Londonberry Road, Atlanta, Georgia 30327. Defendant may be served with Summons and a copy of this Complaint by and through her attorney of record, David Weinberg of Weinstock & Scavo, P.C., 3405 Piedmont Road NE, Suite 300, Atlanta, Georgia 30305. Defendant is subject to the jurisdiction of this Court.

2.

Defendant, by and through her attorney of record, David Weinberg, has filed a lien creating an interest in all of Plaintiff's properties, which is in violation of this Court's Final Judgment and Decree entered on October 3, 2009, which states specifically that the property is to remain free and clear of any claim of the Defendant. The Defendant's action is in contempt of this Court's Order, handed down by The Honorable Melvin K. Westmoreland.

3.

Plaintiff is the owner of certain real estate, with building thereon, located at 1094 Hemphill Avenue, Atlanta, Georgia 30318. This building and the business which operates thereon, PatchWerks, was ordered by Judge Westmoreland to become and remain the exclusive property of the Plaintiff.

4.

Defendant, by and through her attorney, David Weinberg, has filed writ of *feri facias*, claiming an interest of \$775,000.00 in Plaintiff's property located at 1094 Hemphill Avenue. (See attached Writ of Fieri Facias attached hereto as Exhibit "A", and of record with this Court.)

5.

Said claim is contrary to the Final Judgment and Decree issued by Judge Westmoreland, which states clearly on page 7, under the section titled "Equitable Division of Property", 1(e) as follows: "Defendant shall have and recover all of the Plaintiff's right, title, and interest in and to said property and all of the household goods, furnishings, fixtures, and any other and all personality located at said property...Plaintiff shall execute a Limited Warranty Deed (prepared by counsel for Defendant) conveying all of her right title and interest in said property to Defendant." Said claim is additionally prohibited under the section titled "Equitable Division of Property" section 5, which states: "Patchwerks, Inc. and SashRor Enterprises. Defendant shall retain any and all interest in the business entities known as "Patchwerks, Inc." and "SashRor Enterprises" ("Businesses"), **free and clear of any claim of Plaintiff**. Defendant's interest in the Businesses includes but is not limited to any and all assets of any kind, stock, **real property**, accounts, inventory, receivables and equipment, etc." [Emphasis added.] (See attached Final Judgment and Decree at Exhibit "B" and of record with this Court.)

6.

This action is brought seeking temporary and permanent injunctions to require the immediate cancellation and removal of the *Fieri Ficias* from Plaintiff's property.

7.

This action arises out of an attempt by the defendants to prevent the sale and final closing of the subject property scheduled to take place on Friday, October 9, 2009, which is the only method by which this Plaintiff has to complete payment to the Defendant for amounts determined by this Court to be fair and equitable settlement with regard to division of the marital assets.

8.

Plaintiff shows that he has paid over half of the amount claimed, prior to the defendant filing for an appeal in an attempt to obtain a larger settlement. (See attached Exhibit "C", receipts showing transfer of \$425,000.00.) Thus, his duty to complete payment was stayed until the appeal was denied and the decision handed down to this Court. Plaintiff initiated the sale of the subject property in an effort to pay the remaining amounts due as a result of the Final Judgment and Decree, which amounts to \$350,000.00. Thus the *fieri ficias* fails to claim an amount which this Plaintiff is responsible for under said Final Judgment and Decree, in addition to being in direct conflict with the terms set forth particularly in the Final Judgment and Decree, and thus *void ab initio*.

9.

In consideration of the foregoing, and in light of the scheduled closing on the subject property, Plaintiff shows that he is in immediate need of this Court's intervention, so he might

complete the sale of the subject property and comply with the Final Judgment and Decree of the underlying divorce action.

10.

Plaintiff shows that there is a need for the issuance of an order requiring the immediate cancellation of the *fieri ficias* on the subject property and a Temporary Restraining Order to otherwise prevent the defendant from interfering with the sale of the Plaintiff's property which is scheduled to take place on Friday, October 9, 2009. This sale, if not consummated on October 9, 2009, will cause immediate and irreparable injury, loss and damage to the plaintiff and his family.

11.

Attached hereto is the certificate of Plaintiff's attorney showing efforts to give notice and reasons why notice should not be required.

12.

Plaintiff shows that he has attempted to resolve this matter by requesting, by way of the undersigned's conversations with Defendant's attorney David Weinberg, that the lien be cancelled, to no avail. Defendant has been stubbornly litigious and has further injured Plaintiff by forcing Plaintiff to hire counsel to file this action to prevent Defendant's deliberate interference with this Court's Final Judgment and Decree. Plaintiff asks that he be awarded attorney fees in the amount of \$2,500.00 and Court costs and service fees of \$107.50.


WHEREFORE, Plaintiff respectfully prays for the following:

- a) That the Court issue an order, requiring that the *fieri ficias* filed and recorded in the Fulton County Superior Court deed room, be immediately lifted, and that a temporary

restraining order prohibiting defendant from otherwise interfering with the sale of the property located at 1094 Hemphill Avenue, Atlanta, Georgia 30318.

- b) That the Court set down at the earliest possible time a hearing on an interlocutory injunction in this cause;
- c) That upon said hearing in this cause, the Court issue an interlocutory injunction prohibiting defendant from placing any lien whatsoever, on any property granted to this Plaintiff in the Final Judgment and Decree dated September 14, 2007.
- d) That upon a final hearing in this cause, said interlocutory injunction be made permanent.
- e) That this Court award him attorney's fees and Court costs for Defendant's stubbornly litigious behavior.
- f) That this Court afford him such further relief as it may deem equitable and just.

This 9<sup>th</sup> day of October, 2009.

  
Alexander J. Repasky  
Attorney for Plaintiff  
Georgia Bar No. 601050

REPASKY & REPASKY  
4880 Lower Roswell Road  
Suite 165  
Marietta, Georgia 30068  
(770) 912-4016

WRIT OF FIERI FACIAS  
IN THE SUPERIOR COURT OF FULTON COUNTY, GEORGIA

GED

BK 02752PG0124

CIVIL ACTION NUMBER 2005CV98126

JUDGMENT DATE 10/3/07

Plaintiff's Attorney - Name, Address & Telephone

Name: DAVID WEINBERG

Address:

WEINSTOCK & SCAVO P.C.  
ATTORNEY AT LAW  
3405 PIEDMONT ROAD, NE  
SUITE 300  
ATLANTA, GEORGIA 30305

Telephone & Area Code 404-231-3999

Fi. Fa. In Hands of \_\_\_\_\_

Lien 1222 Pg 417  
led and Recorded Jul-09-2009 11:31am  
2009-0193514  
Cathelene Robinson  
Clerk of Superior Court  
Fulton County, Georgia

CANCELLATION

The within and forgoing Fi Fa. Having been paid in full the Clerk of Superior Court is hereby directed to cancel it of this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

YOU cause to be made the several sums set out in the forgoing recital of the judgment in this cause and have the said several sums of money before the Superior Court of this County at the next term of court, with this Writ to render to said plaintiff(s), interest, attorney fees and costs aforesaid.

Witness the Honorable MELVIN WESTMORELAND  
3RD day of OCTOBER, 2007.



Judge of Said Court, this the \_\_\_\_\_

Cathelene Robinson, Clerk of Superior Court

By: [Signature]  
Deputy Clerk

Entered on General Execution Docket at  
Page \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

FILED AND RECORDED  
CLERK SUPERIOR COURT  
GWINNETT COUNTY, GA  
2009 AUG 13 PM 2:51  
TOM LAWLER, CLERK

063499

To all and singular the sheriffs of the State and their lawful deputies:

In the above styled case, and on the judgment date set out, the plaintiff(s) named above, judgment in the following sums:

Principal	\$ <u>775,000.00</u>
Interest	\$ _____
Interest - Other	\$ _____
Attorney's Fees	\$ _____
Court Cost	\$ _____
Totals	\$ _____

NOTE: \_\_\_\_\_

with future interest upon said principal amount from the date of the judgment at the legal rate.

Therefore, YOU ARE COMMANDED, that of the goods and chattels, land and tenements of said defendant(s), and ESPECIALLY/ONLY of the following described property, to wit:

FAM 3

IN THE SUPERIOR COURT OF FULTON COUNTY  
STATE OF GEORGIA

FILED IN OFFICE  
OCT - 3 2007  
DEPUTY CLERK SUPERIOR COURT  
FULTON COUNTY, GA

SHEREE M. WHITFIELD, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 BOB L. WHITFIELD, )  
 )  
 Defendant. )

CIVIL ACTION FILE  
NO. 2005CV98126

**FINAL JUDGMENT AND DECREE OF DIVORCE**

The above-referenced case appeared for Final Trial bench trial on September 10, 11 and 12, 2007 with respect to the issues of equitable division of property, alimony and child support. The issues of legal and physical custody were agreed upon by the parties. The court rendered its decision on September 14, 2007. Therefore, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

The Court finds that venue is proper and that it has personal jurisdiction over both parties. 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.

The parties may and shall at all times hereafter live and continue to live separate and apart. Both shall be free from interference, molestation, authority and control, direct or indirect, by the other as fully as if they were single and unmarried. The parties are hereby restrained and enjoined from directly or indirectly annoying, harassing, vilifying or harming each other and/or the children.

RECEIVED FIVE OCT. 9. 3:48PM

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CUSTODY

1. Physical Custody. There are two minor children born the issue of this marriage, to wit: KAIRO WHITFIELD, born July 2, 1996 and KALEJH WHITFIELD, born November 2, 1999. The parties shall have joint physical custody. Plaintiff shall have primary physical custody of the parties' minor children and Defendant shall be the secondary physical custodian. The parties shall have parenting time with the minor Children at all times that are mutually convenient and prearranged by the parties hereto. In the event the parties cannot otherwise agree on a parenting schedule, the following shall apply:

Defendant shall have the following parenting time with the children:

- (a) Every other weekend from 4:00 p.m. on Thursday and continuing until the following Monday morning when Defendant shall return the children to school or to Plaintiff's residence at 9:00 a.m. if school is not in session.
- (b) Every Wednesday evening following a weekend when Defendant does not have the children from after school until Thursday morning when Defendant shall return the children to school or to Plaintiff's residence at 9:00 a.m. if school is not in session.
- (c) If Defendant is not living in Atlanta, he shall have the right to have the children during the Summer from the end of the school year until two (2) weeks prior to the start of school.
- (d) If Defendant is living in Atlanta, he shall have the children for six (6) weeks during the Summer. Defendant shall notify Plaintiff by May 1<sup>st</sup> of each year of the weeks he will have the children. Plaintiff shall have the children with her during the week following the dismissal of school for the Summer and the week before school resumes in the Fall.

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(e) Holiday Schedule:

<b>Holiday</b>	<b>Even Years</b>	<b>Odd Years</b>
<b>Labor Day</b> – From 6:00 pm on Friday preceding the Holiday until 6:00 pm on Monday.	Wife	Husband
<b>Thanksgiving</b> – From 4:00 pm on the day school lets out preceding the Holiday until Sunday at 4:00 pm.	Husband	Wife
<b>Winter holiday</b> – Wife shall have from the day school lets out for the break until December 26 at noon. Husband shall have from December 26 at noon until January 2 at noon. Wife shall then have from January 2 at noon until the children return to school at the conclusion of the Winter holiday.	Both	Both
<b>Winter holiday</b> – 2 <sup>nd</sup> half of the school break; provided however that the children shall be with Wife for the 48 hour period immediately preceding the return to school	Husband	Wife
<b>Martin Luther King, Jr. Day</b> – From 6:00 pm on Friday preceding the Holiday until 6:00 pm on Monday.	Husband	Wife
<b>Easter</b> – From 6:00 pm on Friday before Easter until 7:00 pm on Easter Sunday.	Wife	Husband
<b>Spring break</b> – From 6:00 pm on Friday preceding Spring Break until the 6:00 pm Sunday before school reconvenes.	Wife	Husband
<b>Three Day Weekends</b> – the Party with custody for any holiday or three-day weekend (c.g., teacher-in service days) shall have the right to parenting time with the children on such holiday.		
<b>Mother's Day</b> – If Husband has visitation on the weekend of Mother's Day, then Wife shall pick up the Children from Husband's home at 9:00 am on Sunday.	Wife	Wife
<b>Memorial Day</b> – From 6:00 pm on Friday preceding the Holiday until 6:00 pm on Monday.	Husband	Wife
<b>Father's Day</b> – If Husband does not have visitation the weekend of Father's Day, he shall pick up the Children at the Wife's home at 9:00 am on Father's Day and return the children to Wife's home at 6:00 pm on Father's Day.	Husband	Husband

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2. Legal Custody. The parties are granted joint legal custody of the minor children. The parties shall confer together regarding all major decisions affecting the minor children's growth, welfare, and development, including, but not limited to, choice of schools, education, extracurricular activities, summer camps, medical and dental treatment, treatment and/or counseling for religious training. If the parties cannot agree after good faith consultation on such issues, then Plaintiff shall have final-decision making authority on all such issues. Notwithstanding the foregoing,

a. Each party shall promptly notify the other of any significant illness or accident or other circumstances affecting a child's health or general welfare.

b. In the event of any change of residence, said party changing his or her residence shall notify the other party in writing at least thirty (30) days in advance of any change of residence and of the location of the new residence and shall furnish to him or her the complete new address and, as soon as determined, the new telephone number at the new residence.

c. Each party shall have the right to telephone communication with the minor children every day that they are with the other parent at reasonable times.

d. Neither party shall do anything which may estrange the child from the other party or to injure the child's opinion as to the other party, or which may hamper the free and natural development of the child's love and respect for the other party.

e. Each parent shall be entitled to complete, detailed information from any pediatrician, general physician, dentist, consultant, therapist or specialist attending a child for any reason whatsoever and to be furnished with copies of any reports given by them to the other party.

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Each parent shall be entitled to consult with all such care providers.

f. Each parent shall be entitled to complete, detailed information from any teacher or school giving instruction to child, or which a child may attend, and to be furnished with copies of all reports given by them to the other parent. Each party shall have the right to notify the school of his or her desire for information and notice regarding a child and a child's activities, status and development.

g. The parties shall each have the right to request that the school or counselor of a child notify each of them of any and all teacher conferences or counseling sessions or meetings involving a child; and both parties shall have the right to be in attendance at such meetings, so that they may agree with regard to a course of action designed to nurture the psychological and/or educational development and growth of a child.

**CHILD SUPPORT**

1. Findings. The Court made the following findings of fact pursuant to O.C.G.A. § 19-6-15: Defendant's gross monthly income is \$19,375.00 and Plaintiff's gross monthly income is imputed to be \$1,625.00 per month. In this case, child support was being determined for two (2) children. The Court also considered the issue of deviations and found none. Attached hereto as Exhibit "A" is the Child Support Worksheet.

2. Child Support Payments. Plaintiff shall have and recover of Defendant for the support and maintenance of the parties' minor children the amount of Two Thousand One Hundred Sixty Four Two Dollars and 87/100 (\$2,142.87) per month commencing October 1, 2007 and due

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and payable on the first day of each month thereafter. Defendant shall provide such child support until each child attains the age of eighteen (18), marries, becomes self-supporting, or dies; provided, however, that the aforesaid child support payments shall continue through and including the month during which both children have graduated from high school, but not past age twenty (20).

3. Child's Health Insurance. For so long as he has a monthly child support obligation, Defendant shall maintain and timely pay the premiums for major medical, health, dental and vision insurance for the minor children. Each party shall be responsible for and shall pay fifty percent (50%) of any and all uncovered medical expenses not covered by insurance (i.e., co-insurance, deductible or uncovered). Each shall provide the other with copies of bills for any uncovered medical expenses incurred for the benefit of the minor children and the other party shall reimburse the requisite amount of any uncovered medical expenses paid within thirty (30) days of receipt of said bill.

4. Life Insurance. For so long as he has a monthly child support obligation, Defendant shall maintain a One Million Dollar (\$1,000,000.00) life insurance policy on his life with Plaintiff as the designated beneficiary in Trust for the Minor Children. Defendant shall, upon Plaintiff's request, provide evidence that such life insurance is being maintained in full force and effect and that all premiums are paid in full and are current. In the event there is any deficiency from the required \$1,000,000.00 and what is actually provided, this life insurance obligation shall be enforceable against Defendant and his estate and shall be considered as a first

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priority charge against said estate to the extent allowable by law.

5. Waiver of Income Deduction Order. The parties agree that based upon the circumstances in this case, an income deduction order shall not be issued by the Court pursuant to O.C.G.A. § 19-6-32(a.1).

### EQUITABLE DIVISION OF PROPERTY

Pursuant to Section 1041 of the Internal Revenue Code, as provided in the Tax Reform Act of 1984, as amended, the parties shall make the following transfers of property to each other, which transfers shall not generate a taxable event at the time of transfer:

1. Real Property

a. Marital Residence. The parties own real property titled in the name of Defendant located at 5525 Long Island Drive, Atlanta, Fulton County, Georgia ("Marital Residence"). By agreement of the parties, Plaintiff shall have the exclusive use, occupancy, and possession of the Marital Residence until January 1, 2008. Defendant shall have and recover all of the Plaintiff's right, title, and interest in and to said property and all of the household goods, furnishings, fixtures, jewelry, collectibles and any other and all personalty located therein. Defendant shall be solely responsible for all obligations related to the Marital Residence and property, including, but not limited to, first mortgage with SunTrust Bank, taxes, insurance, utilities, repairs and maintenance. Defendant shall indemnify and hold Plaintiff harmless from all expenses, debts, costs, claims, causes of action and liability of any nature whatsoever arising out of or relating to the Marital Residence. Upon request from Defendant, Plaintiff shall execute

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a Limited Warranty Deed (prepared by counsel for Defendant) conveying all of her right title and interest in said property to Defendant.

b. 2075 Woods River Lane, Duluth, GA. Defendant owns real property located at 2075 Woods River Lane, Duluth, GA. Defendant shall have and recover all of the Plaintiff's right, title, and interest in and to said property and all of the household goods, furnishings, fixtures, and any other and all personalty located at said property. Defendant shall be solely responsible for all obligations related to said property, including, but not limited to, mortgages, taxes, insurance, utilities, repairs and maintenance. Defendant shall indemnify and hold Plaintiff harmless from all expenses, debts, costs, claims, causes of action and liability of any nature whatsoever arising out of or relating to said property. Upon request from Defendant, Plaintiff shall execute a Limited Warranty Deed (prepared by counsel for Defendant) conveying all of her right title and interest in said property to Defendant.

c. 2841 Surrey Way, Ontario, CA. Defendant owns real property located at 2841 Surrey Way, Ontario, CA. Defendant shall have and recover all of the Plaintiff's right, title, and interest in and to said property and all of the household goods, furnishings, fixtures, and any other and all personalty located at said property. Defendant shall be solely responsible for all obligations related to said property, including, but not limited to, mortgages, taxes, insurance, utilities, repairs and maintenance. Defendant shall indemnify and hold Plaintiff harmless from all expenses, debts, costs, claims, causes of action and liability of any nature whatsoever arising out of or relating to said property. Upon request from Defendant, Plaintiff

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shall execute a Limited Warranty Deed (prepared by counsel for Defendant) conveying all of her right title and interest in said property to Defendant.

d. 1423 East 218<sup>th</sup> Street, Carson, CA. Defendant owns real property located at 1423 East 218<sup>th</sup> Street, Carson, CA. Defendant shall have and recover all of the Plaintiff's right, title, and interest in and to said property and all of the household goods, furnishings, fixtures, and any other and all personalty located at said property. Defendant shall be solely responsible for all obligations related to said property, including, but not limited to, mortgages, taxes, insurance, utilities, repairs and maintenance. Defendant shall indemnify and hold Plaintiff harmless from all expenses, debts, costs, claims, causes of action and liability of any nature whatsoever arising out of or relating to said property. Upon request from Defendant, Plaintiff shall execute a Limited Warranty Deed (prepared by counsel for Defendant) conveying all of her right title and interest in said property to Defendant.

e. 11094 Hemphill Avenue, Atlanta, GA. Defendant owns real property located at 11094 Hemphill Avenue, Atlanta, GA. Defendant shall have and recover all of the Plaintiff's right, title, and interest in and to said property and all of the household goods, furnishings, fixtures, and any other and all personalty located at said property. Defendant shall be solely responsible for all obligations related to said property, including, but not limited to, mortgages, taxes, insurance, utilities, repairs and maintenance. Defendant shall indemnify and hold Plaintiff harmless from all expenses, debts, costs, claims, causes of action and liability of any nature whatsoever arising out of or relating to said property. Upon request from Defendant,

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Plaintiff shall execute a Limited Warranty Deed (prepared by counsel for Defendant) conveying all of her right title and interest in said property to Defendant.

2. Vehicles

a. Plaintiff shall have and recover all of the Defendant's right, title, and interest in and to the 2006 Range Rover Sport automobile she is presently driving. The Plaintiff shall have exclusive use and possession of said vehicle free and clear of any rights or claims of the Defendant. Plaintiff shall hold Defendant harmless for and fully indemnify him against any liability, including monthly payments, insurance, ad valorem taxes, and maintenance, with respect to said automobile as of September 14, 2007.

b. Defendant shall have and recover all of the Plaintiff's right, title, and interest in and to the 2003 Lincoln Navigator and 2007 S550 Mercedes Benz automobile he is presently driving. The Defendant shall have exclusive use and possession of said vehicles free and clear of any rights or claims of the Plaintiff. Defendant shall hold Plaintiff harmless for and fully indemnify her against any liability, including insurance, ad valorem taxes, and maintenance, with respect to said automobile as of September 14, 2007.

3. Accounts. Except as provided herein, Defendant and Plaintiff shall each retain any and all accounts and assets in his or her individual names, including but not limited to checking, savings, Individual Retirement Accounts, Keough, deferred compensation, brokerage, retirement and escrow accounts. Each individual account held individually in the name of either party shall be the sole and exclusive property of that party. This Judgment shall act as a

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conveyance to the other of any and all right, title and interest which he or she may have in and to all such accounts in the other party's individual name.

4. Cash Payment. As an equitable division of property, Defendant shall pay to Plaintiff the sum of Seven Hundred Seventy Five Thousand Dollars (\$775,000.00) as follows:

- a. The sum of \$25,000 on or before September 25, 2007 and
- b. The sum of \$750,000.00 on or before November 15, 2007.

5. Patchwerks, Inc. and SashRor Enterprises. Defendant shall retain any and all interest in the business entities known as "Patchwerks, Inc." and "SashRor Enterprises" ("Businesses"), free and clear of any claim of Plaintiff. Defendant's interest in the Businesses includes but is not limited to any and all assets of any kind, stock, real property, accounts, inventory, receivables and equipment, etc. Defendant shall be responsible for any and all liabilities associated with the Businesses and shall indemnify and hold Wife harmless from same. Defendant hereby fully releases any and all claims to any interest in the Businesses.

6. Life Insurance Defendant shall retain free and clear of any claim of Plaintiff the Life Insurance policies with Sun Life Financial (Policy xxx5626) and Jefferson Pilot. Defendant shall retain free and clear of any claim of Plaintiff the cash values of said policies.

7. Retirement Accounts

a. NFL Player Second Career Savings Plan/401K. Defendant presently has an "NFL Player Second Career Savings Plan/401K") through his former employment in the National Football League ("NFL"). As equitable division of marital property, Defendant shall transfer to Plaintiff and Plaintiff shall receive by way of a Qualified Domestic Relations Order

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("QDRO") the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) ("Plaintiff's 401k Interest") from the assets in Defendant's "Second Career Savings Plan". Defendant shall immediately provide to Plaintiff any and all documents and forms necessary to accomplish such transfer. Plaintiff's counsel shall provide a proposed QDRO to Defendant's counsel for review prior to submitting same to the NFL.

b. NFL Player Retirement Plan Defendant presently has a "Bert Bell/Pete Rozelle NFL Player Retirement Plan" through his former employment in the National Football League. As equitable division of marital property, Defendant shall transfer to Plaintiff and Plaintiff shall receive by way of a Qualified Domestic Relations Order ("QDRO") an amount equal to one-half of seven-fifteenths (.23333333) of Defendant's total interest in said Plan as the date of division. Defendant shall immediately provide to Plaintiff any and all documents and forms necessary to accomplish such transfer. Plaintiff's counsel shall provide a proposed QDRO to Defendant's counsel for review prior to submitting same to the NFL.

c. NFL Annuity Program - Insurance Company Defendant presently has an "NFL Annuity Program" through his former employment in the National Football League. As equitable division of marital property, Defendant shall transfer to Plaintiff and Plaintiff shall receive by way of a Qualified Domestic Relations Order ("QDRO") an amount equal to one-half of seven-fifteenths (.23333333) of Defendant's total interest in said Plan as the date of division. Defendant shall immediately provide to Plaintiff any and all documents and forms necessary to accomplish such transfer. Plaintiff's counsel shall provide a proposed QDRO to Defendant's counsel for review prior to submitting same to the NFL.

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d. NFL Annuity Program – Tax Qualified Plan Defendant presently has an “NFL Annuity Program – Tax Qualified Plan” through his former employment in the National Football League. As equitable division of marital property, Defendant shall transfer to Plaintiff and Plaintiff shall receive by way of a Qualified Domestic Relations Order (“QDRO”) an amount equal to one-half of seven-fifteenths (.23333333) of Defendant’s total interest in said Plan as the date of division. Defendant shall immediately provide to Plaintiff any and all documents and forms necessary to accomplish such transfer. Plaintiff’s counsel shall provide a proposed QDRO to Defendant’s counsel for review prior to submitting same to the NFL.

8. Taxes

a. 2005 Tax Refunds The parties anticipate receiving State and Federal Tax Refunds for 2005. The parties shall evenly divide (50/50) any and all such tax refunds. The parties shall cooperate and promptly notify the other upon receipt of any and all such State and Federal Tax Refunds. Plaintiff shall endorse each tax refund check and contemporaneously therewith Defendant shall pay to Plaintiff an amount equal to fifty percent of said refund.

b. 2006 Tax Returns and Refunds The parties stipulated at trial that they shall file Federal and State income tax returns as “Married, Filing Jointly” for tax year 2006. Although the parties anticipate receiving refunds, any deficiency or tax obligation shall be paid by Defendant. Defendant shall have the right to select the tax preparer and shall pay the cost associated with same. The parties shall cooperate with one another and will provide information and documentation as may reasonably be necessary for the preparation and timely filing of tax returns by the parties hereto for 2006, including any and all documentation of losses associated

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with Bella Azul, Inc. The parties shall evenly divide (50/50) any and all such tax refunds. The parties shall cooperate and promptly notify the other upon receipt of any and all such State and Federal Tax Refunds. Plaintiff shall endorse each tax refund check and contemporaneously therewith Defendant shall pay to Plaintiff an amount equal to fifty percent of said refund.

9. Debts.

- a. Defendant shall be responsible for and shall pay the following liabilities: SunTrust Bank Credit Line, American Express (Account # xxxx6006) and FIA Card services obligations. Defendant shall indemnify and hold Plaintiff harmless on said liabilities.
- b. Plaintiff shall be responsible any liability, including any sales tax liability, associated with Bella Azul, Inc., if any. Plaintiff shall indemnify and hold Defendant harmless on said liability, if any.
- c. Except as otherwise provided for in this Judgment, each party shall be responsible for and pay any and all debts incurred by them in their own name. Neither party shall charge or cause or permit to be charged to or against the other any purchase or purchases which either of them may hereinafter make and shall not hereafter create any obligations or engagements in the name of or against the other, and shall never hereafter secure or attempt to secure any credit upon or in connection with the other, in the other's name; and each of the parties will hereafter hold the other free and harmless from any and all debts and other obligations which the other may incur.

ATTORNEYS FEES

Having considered the arguments made by counsel, the parties shall each pay their own attorneys' fees. As for the outstanding fees of \$12,448.50 owed to Mr. Scott Thurman, who was jointly retained to evaluate and determine the marital and non-marital estates, they shall each pay \$6,224.25 directly to Thurman Financial Consulting, Inc. on or before December 31, 2007. Any other costs of this litigation are to be borne by the party in

AKW

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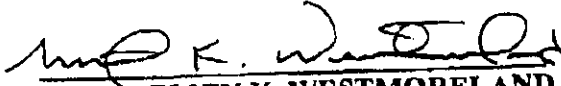
**ADDITIONAL INSTRUMENTS**

Each of the parties shall, from time to time and in a timely manner, at the request of the other, execute, acknowledge and deliver to the other party any and all further instruments that may be reasonably required to give full force and effect to the provisions of this Final Judgment and Decree.

**ENFORCEMENT**

The parties are ORDERED to strictly comply with the terms of this Final Judgment and Decree. In the event of any breach of the terms of this Final Judgment and Decree, the offending party shall be subject to attachment for contempt of court or other available remedies under the laws of the State of Georgia or in the jurisdiction of enforcement.

SO ORDERED, *nunc pro tunc* to September 14, 2007, this 3<sup>rd</sup> day of October, 2007.

  
HON. MELVIN K. WESTMORELAND  
JUDGE, FULTON COUNTY SUPERIOR COURT  
ATLANTA JUDICIAL CIRCUIT

APPROVED AS TO FORM BY:  
WEINSTOCK & SCAVO, P.C.



Michael Weinstock  
Georgia Bar No. 746454  
Adam M. Gleklen  
Georgia Bar No. 297270  
Attorneys for Plaintiff

APPROVED AS TO FORM BY:  
McLAIN & MERRITT, P.C.



Christopher Olmstead  
Georgia Bar No. 552800  
Attorney for Defendant  
(w/express permission by AMG)

SUNTRUST BANK  
P.O. BOX 3833  
CENTRAL WIRE FACILITY  
ORLANDO, FL 32897

# SUNTRUST

BOB L. WHITFIELD III  
2075 WOODS RIVER LN  
DULUTH GA 30097



PAGE 1

ACCOUNT NUMBER ~~XXXXXXXXXXXX~~

DATE 09/17/2007

ADVICE OF WIRE TRANSFER DEBIT(S)

TRANSACTION NUMBER 070917-015738  
SENT VIA FEDERAL RESERVE  
SENDING BANK:  
B/1880089  
ATLANTA SPORTS & ENTERTAINMENT  
GA ATL 0089

AMOUNT \$25,000.00  
CREDIT PARTY:  
A/026009593  
B OF A NEW YORK CITY  
BENEFICIARY BANK:  
/061000052  
B OF A ATLANTA GA  
MERGED USE 026009593  
BENEFICIARY:  
/000000000  
SHEREE WHITFIELD

THE HOURS FOR INITIATING TELEPHONE WIRE TRANSFER REQUESTS ARE 8:30 AM TO 4:30 PM ET. THIS ADVICE IS YOUR PERMANENT RECORD OF THE TRANSACTIONS. FOR

INQUIRY, CALL 800-786-8787 AND PROVIDE THE TRANSACTION NUMBER ON THE ADVICE.



SUNTRUST BANK  
P.O. BOX 3833  
CENTRAL WIRE FACILITY  
ORLANDO, FL 32897



BOB L. WHITFIELD III  
2075 WOODS RIVER LN  
DULUTH GA 30097

PAGE 1

ACCOUNT NUMBER [REDACTED]

DATE 11/02/2007

ADVICE OF WIRE TRANSFER DEBIT(S)

TRANSACTION NUMBER 071102-002772  
SENT VIA FEDERAL RESERVE  
SENDING BANK:  
B/1880089  
ATLANTA SPORTS & ENTERTAINMENT  
GA ATL 0089

AMOUNT \$5,000.00  
CREDIT PARTY:  
A/061000227  
WACHOVIA BANK NA OF GEORGIA  
ATLANTA, GA  
BENEFICIARY:  
/1010104800454  
BOB WHITFIELD

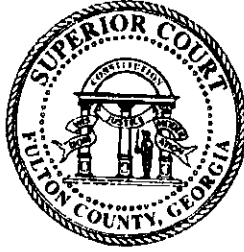
TRANSACTION NUMBER 071102-002744  
SENT VIA FEDERAL RESERVE  
SENDING BANK:  
B/1880089  
ATLANTA SPORTS & ENTERTAINMENT  
GA ATL 0089

AMOUNT \$400,000.00  
CREDIT PARTY:  
A/026009593  
B OF A NEW YORK CITY  
BENEFICIARY BANK:  
/061000052  
B OF A ATLANTA GA  
MERGED USE 026009593  
BENEFICIARY:  
[REDACTED]  
SHEREE WHITFIELD

THE HOURS FOR INITIATING TELEPHONE WIRE TRANSFER REQUESTS ARE 8:30 AM TO 4:30 PM ET. THIS ADVICE IS YOUR PERMANENT RECORD OF THE TRANSACTIONS. FOR

INQUIRY, CALL 800-786-8787 AND PROVIDE THE TRANSACTION NUMBER ON THE ADVICE.





IN THE SUPERIOR COURT OF FULTON COUNTY, GEORGIA

136 PRYOR STREET, ROOM C-103, ATLANTA, GEORGIA 30303

SUMMONS

Bob L. Whitfield

Case No.: 2009CV176230

Plaintiff,

vs.

Sherree M. Whitfield

Defendant

TO THE ABOVE NAMED DEFENDANT(S):

Your are hereby summoned and required to file with the Clerk of said Court and serve upon plaintiff's attorney, whose name and address is:

Alexander J. Repasky, Esq.  
Repasky & Repasky  
4880 Lower Roswell Road  
Suite 165  
Marietta, GA 30068

An answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service. **IF YOU FAIL TO DO SO, JUDGMENT BY DEFAULT WILL BE TAKEN AGAINST YOU FOR THE RELIEF DEMANDED IN THE COMPLAINT.**

This 9 day of October, 2009

Honorable Cathelene "Tina" Robinson  
Clerk of Superior Court

By [Signature]  
Deputy Clerk

To defendant upon whom this petition is served:

This copy of complaint and summons was served upon you \_\_\_\_\_, 20\_\_\_\_

Deputy Sherriff