

VIRGINIA:

IN THE CIRCUIT COURT FOR THE COUNTY OF PRINCE WILLIAM

CHERI SMITH  
Plaintiff  
  
v.  
  
WESLEY C. SMITH  
Defendant

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Chancery No. 53360-00

FINAL DIVORCE DECREE

THIS CAUSE CAME on this day to be heard upon Plaintiff's Bill of Complaint Defendant's Answer and Cross-Bill; Plaintiff's Answer to the Cross Bill; and Amended Cross Bills by both parties; Plaintiff's Motion to Proceed on the basis of a one year separation, and upon the testimony and evidence, as well as arguments by counsel presented at the hearing of this matter;

THE COURT MAKES the following findings of fact from the evidence, independently of the admissions of the parties in the pleadings or otherwise:

1. The Plaintiff and Defendant were married on November 23, 1988 in South Jordan, Utah.
2. The parties have each been domiciled in and a bona fide resident of the Commonwealth of Virginia for more than six months preceding the commencement of this suit.
3. The Plaintiff and Defendant are over the age of 18 years, are of sound mind, and neither of them is on active service in the military service of the United States.
4. The Plaintiff's social security number is (see privacy addendum).
5. The Defendant's social security number is (see privacy addendum) .

6. There was one child born of this marriage, namely, Liam Raleigh Smith, eight years of age, born on July 22, 1997, whose Social Security Number is (see privacy addendum)
7. The Plaintiff and Defendant last cohabited at 11411 Huntsman Drive, Manassas, VA, 20112.
8. The Plaintiff is employed by SAIC, Inc., 1710 SAIC Drive, McLean, VA.
9. The Defendant is employed by Quality Inn, 50 Hampton Blvd., Christiansburg, VA
10. The parties separated on December 31, 2002, intending to live separate and apart since that date and they have lived separate and apart without cohabitation and without interruption from that date, and there is no probability of a reconciliation between them.

IN CONSIDERATION of the foregoing, this Court concludes as a matter of law that it has jurisdiction to hear and determine this cause, and that the venue is proper

UPON CONSIDERATION of the totality of the circumstances in the law of the Commonwealth of Virginia, this Court finds that as a matter of law that the Plaintiff, Cheri Smith, is entitled to a divorce *a vinculo matrimonii* on the grounds that the parties have lived separate and apart without cohabitation and without interruption for a period of more than one (1) year since December 31, 2002, pursuant to §20-91 (9) (a) of the Code of Virginia, 1950, as amended.

In addition, given the facts of the case and the lack of any corroborating evidence or sufficient evidence on behalf of the Defendant to support the Defendant's cross-bill, the said cross-bill should be and is denied. It is therefore

ADJUDGED, ORDERED AND DECREED that the Plaintiff, Cheri Smith, be and hereby is granted a divorce *a vinculo matrimonii* from the Defendant, Wesley C. Smith, on her motion to proceed on the grounds that the parties have lived separate and apart without cohabitation and without interruption for a period of more than one (1) year

since December 31, 2002, pursuant to §20-91 (9) (a) of the Code of Virginia, 1950, as amended; and it is further

ADJUDGED, ORDERED AND DECREED that the Defendant's Cross-Bill of Complaint and Amended Cross-Bill of Complaint are denied.

#### I. SPOUSAL SUPPORT

IN CONSIDERATION of the evidence presented, the totality of the circumstances and the law of this Commonwealth, including but not limited to § 20-107.1 of the Code of Virginia, 1950, as amended, the Court finds that the Plaintiff, Cheri Smith, has not sought spousal support so none shall therefore be ordered for the Plaintiff.

AND it is further found by the Court that the Defendant's motion for spousal support is without sufficient foundation and therefore it is

ADJUDGED, ORDERED AND DECREED that the Defendant's Motion for Spousal Support is denied without reservation.

#### II. CUSTODY AND VISITATION

IN CONSIDERATION of the evidence presented to this Court and the totality of the circumstances and the law of this Commonwealth including, but not limited to factors and considerations contained in Virginia Code Section 20-107.2 and 20-124.3 *et seq.*, 1950, as amended, and upon the recommendation of the guardian *ad litem* and after argument of counsel, it is therefore:

ADJUDGED, ORDERED AND DECREED that the Plaintiff, Cheri Smith, be granted sole custody of the child, Liam Raleigh Smith, and that the Defendant, Wesley C. Smith, be granted certain visitation rights as ordered by this Court.

### III. VISITATION SCHEDULE

The Defendant, Wesley C. Smith, is hereby awarded reasonable visitation with his son, Liam Raleigh Smith. The visitation schedule shall be as follows:

1. WEEKEND VISITATIONS:

Beginning on June 2, 2006 and continuing on each month thereafter, the Defendant, Wesley C. Smith, shall have visitation with the child, Liam Raleigh Smith, on the first full weekend of each month from 10:00 p.m. on Friday until 5:00 p.m. on the following Sunday .

2. MONDAY HOLIDAYS:

In the event that a federal holiday falls on a Monday and the child's school is closed on that Monday the weekend visitation referred to in paragraph 1 shall be extended to 5:00 p.m. on the Monday holiday.

3. SPRING BREAK.

The Defendant, Wesley C. Smith, shall have alternating spring break or Easter vacations with Liam Raleigh Smith. These visitations will run from 10:00 p.m. on the last day of school for the child before the vacation until 9:00 p.m. the day before school is to begin again. The Defendant shall have the spring break visitation for the year 2007 and the Plaintiff shall have the spring break visitation for 2008 and the parties shall alternate this visitation each year thereafter.

4. SUMMER VACATION.

The Defendant, Wesley C. Smith, shall have visitation with the child for two weeks during each summer school vacation. This two week period shall run from 1:00 p.m. on the second Saturday in July until 1:00 p.m. two Saturdays thereafter on the fourth Saturday in July. The Plaintiff, Cheri Smith, shall have no visitation or custody with the child during the two week period in order to provide the Defendant with some extended time with the child without interruption.

The parties are urged to cooperate in scheduling their personal work schedules to see to



it that they're able to spend the full vacation time with the child.

5. FALL SCHOOL VACATIONS.

The Defendant shall have visitation with the child during the fall or Thanksgiving school vacation which will alternate on a yearly basis. These visitations will run from 10:00 p.m. on the last day of school for the child to 9:00 p.m. on the day before school is to begin. The Defendant shall have the visitation for the year 2006 and the Plaintiff shall have the visitation for the year 2007 and the parties will alternate each year after.

6. WINTER BREAK SCHOOL VACATIONS.

The Defendant shall have visitation with the child during the winter or Christmas school vacations. This vacation period will be divided into two parts. The first part shall begin at 3:00 p.m. on the first Saturday after the child's last day of school and run until 3:00 p.m. on Christmas day. The second part will run from 3:00 p.m. on Christmas day until 3:00 p.m. on New Year's day. The Plaintiff will have visitation with the child for the first time period for the year 2006 and the Defendant shall have the second time period for that year. The parties will then alternate the two time periods each year thereafter.

7. THE CHILD'S BIRTHDAY DAYS.

The Defendant will be allowed to contact the child telephonically on the child's birthday. And if the Defendant is able to pick the child up for a nightly visitation, he may do so from 6:00 p.m. to 9:00 p.m. on the child's birthday. The Defendant will be responsible for picking up the child and returning the child to the Plaintiff's home. One purpose of this visitation is obviously to allow the child to celebrate his birthday with both parents.

8. TELEPHONIC VISITATION.

- a. The child may telephone a parent at anytime.
- b. The Plaintiff and Defendant must be careful not to abuse the use of the telephone.

- c. The Defendant may telephone the child on Sunday evenings between the hours of 7:00 p.m. and 8:00 p.m. on those Sundays when he does not have visitation.
- d. The Plaintiff will be responsible to make the child available to receive the telephone calls at the scheduled times and not to listen in on the conversations, record the conversations, or in anyway interfere with the conversations.
- e. Provided that neither parent abuses the privilege the Plaintiff and Defendant may call each other at home during reasonable hours of the day.
- f. Neither party is to call the other party at their place of work for any reason except in an emergency situation.

9. TRANSPORTATION FOR VISITATION.

- a. Unless otherwise agreed to by the parties in advance or otherwise ordered as part of this order the Plaintiff shall be responsible for dropping the child off at the home of the Defendant to begin the visitations. The Defendant will then be responsible to return the child at the end of the visitation period to the home of the Plaintiff.
- b. The exchanges of the child must take place properly and peacefully. The child is to be ready to go at the allotted times.
- c. Unless otherwise agreed to by the parties in advance of the visitation, if the Defendant does not arrive or if the Defendant is not home to pick the child up within one hour of the allotted time to be dropped off at the Defendant's home, then the visitation will be automatically terminated and there will be no make-up visitation for this lost visit.

10. WHEN VISITATION CANNOT BE ACCOMPLISHED

- a. In an effort to provide for as little disruption in the plans of the child as possible, in the event the Defendant is unable for any reason to effect the visitation with the child then the Defendant should notify the Plaintiff as soon as possible and no later than 48 hours before the scheduled visitation.
- b. If any scheduled visitation is missed the visiting party will not be entitled to any alternative visitation day or make-up day unless the other party agrees to a make-up time in advance.

11. ADDITIONAL VISITATION

- a. The Plaintiff and Defendant may agree to visitation at any other times as additional visitations to the schedule.
- b. The Plaintiff as the primary physical custodian of the child shall ultimately decide whether or not any additional visitation will be added or allowed.

12. GENERAL PROVISION OF VISITATION.

a. CONTINUING COOPERATION:

The Court admonishes the parties that it is important to the welfare of the child that the parties continue to cooperate amicably with one another regarding all the visitations in order to ensure that the educational, medical, financial and social needs of the child are met. The parties are to keep the best interest of the child in mind at all times.

b. EXCHANGE OF INFORMATION:

- i. The Court admonishes the parties that they must continue to communicate with one another concerning the visitation schedule and facilitate a good relationship between each parent and the child.
- ii. The Plaintiff as the party with primary physical custody, shall provide the Defendant with copies of school report cards and school newsletters within 72 hours of receiving them.
- iii. The Plaintiff as the party providing health insurance for the child must provide a copy of the health insurance card and policy information to the Defendant so that both parties may utilize the health insurance for the benefit of the child when necessary.
- iv. The Plaintiff as primary physical custodian, must provide the Defendant with any and all of the medications that the child may need for the duration of any visitation.
- v. No school, hospital or health records will be denied to either parent.
- vi. The parties must provide each other with their current home address and

telephone number at all times.

- vii. Pursuant to §20-124.5 of the Virginia Code, 1950, as amended, the parties are hereby notified that in the event either party intends to change his or her address he or she must provide the notice of the new address and telephone number to this Court and to the other party 30 days prior to the move taking place. This notice shall be sent by mail, mail postage prepaid to both the Court and the other party.

c. EFFORTS TO LIMIT THE EFFECTS OF SEPARATION/ DIVORCE ON THE CHILD:

- i. The parties are to keep the peace and not to harass or interfere in the private life of the other party in any way whatsoever.
- ii. The parties are not to discuss the issues of custody, child support or the visitation in the presence of any child.
- iii. The parties are not to say or do anything that will demean the other party in the eyes of child or in any way diminish the respect the child has for any parent.

d. OTHER SPECIAL REQUIREMENTS FOR VISITATION:

- i. In the event either party takes the child outside of a 200 mile radius from the child's home or the Defendant's home then that party shall notify the other party in advance and provide that party with the address and telephone number where the child will be.

#### IV. CHILD SUPPORT

In consideration of the evidence presented by the parties, the totalities of the circumstances and the law of this Commonwealth including but not limited to § 20-107.2 et seq., of the Virginia Code, 1950, as amended, the court finds that the Defendant owes a duty of support to the child, Liam Raleigh Smith.

The Court makes the following findings for the purpose of calculation of child support. The actual child support given the position of the father would be as follows:

1. The father's gross monthly income is \$480 per month.
2. The mother's gross monthly income is \$6,325 per month.
3. The total is \$6,805 per month.
4. The father's obligation therefore is 7 percent and the mother's obligation is 93 percent.
5. The amount for child support as determined by the statutory guidelines in §20-108.2 of the Virginia Code, 1950 as amended, is \$834.
6. In addition, there is the health insurance cost of \$75.00 and the monthly child care expenses of \$342.00 which results in a total monthly child support obligation of \$1,251.00.
7. The father's obligation would be 7 percent or \$87.57 per month.

However, given the fact that the father in this case is clearly voluntarily under employed the Court finds that it's in a position that it must impute income to the Defendant. The income found by the Court consists of limited testimony of the Defendant as to his last income would be \$85,000 per year.

1. The gross monthly income imputed to the Defendant is \$7,083 a month.
2. The Plaintiff's income is \$6,325 a month.
3. The total gross monthly income would be \$13,408 a month.
4. The statutory child support amount as determined by the statutory guidelines in §20-108.2 of the Virginia Code, 1950 as amended, then would be a total of \$1,119 per month.
5. With the additional two amounts for the health insurance (\$75.00) and the monthly child care expenses (\$342.00), the total child support obligation is \$1,536 per month.
6. The Defendant's obligation would then be 53 percent which would be \$814.00 per month.
7. The Court is therefore going to order that the Defendant pay child support effective June 1, 2006, at the rate of \$814.00 per month.
8. The Defendant's \$814.00 monthly obligation may be paid in two installments in the amount of \$407.00 each to be paid on the first and fifteenth of each month. It is therefore,

ADJUDGED, ORDERED AND DECREED that the Defendant shall be imputed with an income of \$85,000.00 per year and that he shall pay child support effective June 1, 2006, at the rate of \$814.00 per month, which may be paid in two installments in the amount of \$407.00 each to be paid on the first and fifteenth of each month.

#### V. CHILD SUPPORT ARREARAGE.

The Court does find that the Defendant is in arrears of the payment of child support in accordance with the orders of this court. The Court finds that effective May 1, 2006, the Defendant owes \$18,929.00. The Court finds the Defendant in contempt for failing to pay child support. In order to address the arrearage in child support and to allow the Defendant to purge himself of further contempt, the Court orders that he pay an additional \$50.00 per month beginning June 1, 2006, so that his total monthly income or support payment would be \$864.00 per month. It is therefore,

ADJUDGED, ORDERED AND DECREED that the Court finds the Defendant in contempt for failing to pay child support in the amount of \$18,929.00 as of May 1, 2006.

And it is further

ADJUDGED, ORDERED AND DECREED that effective June 1, 2006, the Defendant is to pay in addition to his current monthly support obligation of \$814.00, an amount of \$50.00 per month towards payment of his arrearage which brings his total monthly child support obligation to \$864.00 per month. He may pay \$864.00 at the rate of \$432.00 on the first of each month and \$432.00 on the 15th of each month.

#### VI. TERMINATION OF CHILD SUPPORT

The payment of child support ordered hereunder shall continue until further order of this Court and shall terminate in accordance with Virginia Code Section 20-124.2 as amended, that is, child support is

1. The obligation to pay child support continues until the child reaches eighteen (18) years of age.
2. However, the court shall also order that support will continue to be paid for any child over eighteen (18) years of age who is (i) a full-time high school student, (ii) not self-supporting, and (iii) living in the home of the party seeking or receiving child support until such child reaches the age of nineteen (19) or graduates from high school, whichever first occurs.
3. The court may also order the continuation of support for any child over the age of eighteen (18) who is (i) severely and permanently mentally or physically disabled, (ii) unable to live independently and support himself, and (iii) resides in the home of the parent seeking or receiving child support

The Court finds that the child, Liam Raleigh Smith, who has Downs Syndrome, is under certain severe and permanent disability and orders child support to continue beyond the age of eighteen (18). Therefore, it is

**ADJUDGED, ORDERED AND DECREED** that the payment of child support ordered hereunder shall continue until further order of this Court and in accordance with §20-124.2 of the Virginia Code, 1950, as amended, it is to continue beyond the time when Liam Raleigh Smith reaches the age of eighteen (18).

**VII. HEALTH CARE AND INSURANCE AND UNCOVERED HEALTH CARE EXPENSES.**

The Plaintiff is hereby ordered to provide the health care insurance for the child as such insurance is defined under Virginia Code Section 63.1-250. In the event any necessary medical or dental treatment is not covered by the insurance, then each party shall be responsible for the payment of health care cost in accordance with their percentages of their gross incomes as set forth in the Child Support Section of this Order above. The Plaintiff's percentage is 47% and the Defendant's percentage is 53%.

*QBP The custodial parent, however, will be liable for all co-payments, per visit, costs or other medical expenses including prescriptions less than \$100.00*

#### NOTICES AND INFORMATION:

Pursuant to §20-60.3, Code of Virginia, the parties are hereby notified of the following provisions of Virginia law and the parties hereby represent to this Court that the information provided below is true information:

1. Support payments may be withheld as they become due pursuant to §20-79.1 or §20-79.2, from income as defined in §63.2-1900, without further amendments of this Order or having to file an application for services with the Department of Social Services.

2. Support payments may be withheld pursuant to Chapter 19 (§63.2-1900, et seq.) of Title 63.2 without further amendments to the order upon application for services with the Department of Social Services.

3. A duty of support is owed by Wesley C. Smith for Liam Raleigh Smith, born July 22, 1997.

4. The following is true information regarding the parties:

PLAINTIFF:

Cheri Smith  
1533 Lincoln Circle, Apt. #104  
McLean, VA 22102  
703-880-8837

Employment

SAIC, INC.  
1710 SAIC Drive,  
McLean, VA 22102  
703-368-8544

DEFENDANT:

Wesley C. Smith  
5347 Landrum Road, Apt. 1  
Dublin, VA 24084

Employment

Quality Inn  
50 Hampton Blvd.  
Christiansburg, VA, 24073  
540-382-2055

**Note:** If any of above information is not provided because of an exception pursuant to § 20-60.3.4, state the exception: NONE.

5. A petition may be filed for the suspension of any license, certificate, registration or other authorization to engage in a profession, trade, business or occupation issued by the Commonwealth of Virginia to a person responsible for support as provided in §63.2-1937, upon a delinquency for a period of ninety days or more or in an amount of \$5,000 or more.

6. The Order of this Court as to the amount and terms of the child support and spousal support are set forth in the support provisions of this Order.

7A. The Orders of this Court as to health care coverage for dependent children pursuant to §20-108.1 and §20-108.2, spouse or former spouse and any policy information are set forth in the health care provision of this Order.



7B. This Order contains provisions for medical expenses to be paid by or reimbursed to a party pursuant to subsection D and G of § 20-108.2, and those provisions are set forth in the child support provisions of this Order.

8. The Order of this Court as to the amount and terms of any arrearages in support are set forth in the arrearage provision of this Order.

9. If child support payments have been ordered, then, unless the Court orders otherwise for good cause shown, the parties shall give each other and this Court at least thirty days' advance written notice of any change in address, and shall give notice of any change of telephone number within thirty days after the change. The parties shall give these notices to each other and, when payments are to be made through the Department of Social Services (DSS), to the DSS.

10. If child support payments are ordered to be paid through the (DSS), the obligor shall keep the DSS informed of his or her current employer's name, address and telephone number. If payments are made directly to the obligee then the obligor shall keep this Court informed of his or her current employer's name, address and telephone number.

11. The separate amounts due to each person under this Order for child support, for spousal support or for a unitary award, or the affirmation of a separation agreement, are set forth in the support provision of this Order.

12. In determination of a support obligation, the support obligation as it becomes due and unpaid creates a judgment by operation of law.

13. The Department of Social Services may, pursuant to Chapter 19 (§ 63.2-1900, et seq.) of Title 63.2 and in accordance with § 20-108.2 and § 63.2-1921, initiate a review of the amount of support ordered by any court.

14. Section 20-124.5 of the Virginia Code requires that in any proceeding involving custody or visitation, the court shall include as a condition of any custody or visitation order a requirement that thirty days' advance written notice be given to the court and the other party by any party intending to relocate and of any intended change of address, unless the court, for good cause shown, orders otherwise. The court may require that the notice be in such form and contain such information as it deems proper and necessary under the circumstances of the case.

#### **VIII. EQUITABLE DISTRIBUTION**

In consideration of the evidence presented by the parties, the totality of the circumstances in the law of the Commonwealth including but not limited to §20-107.3 of the Virginia Code, 1950, as amended, and consideration of the factors found in §20-107.3 (e) of the Virginia Code, 1950, as amended, this Court has made certain findings as to the legal title between the parties to their property and the ownership and value of all such property whether

real, personal, tangible or intangible and having determined which property is separate and which is marital and which is part separate and part marital, and the value of all relevant property as of the date of this hearing unless otherwise divided herein. The Court orders equitable distribution as follows:

1. The marital home, located at 11411 Huntsman Drive, Manassas, VA. 20112 has been sold per the *pendente lite* order of this court. The proceeds from the sale of the home which totaled one hundred eighty-two thousand six hundred and thirty-eight dollars (\$182,638.00) were deposited into the escrow account of John Whitbeck, Esq., the Defendant's prior attorney.
2. There have been dispersals from this account totaling fifty-two thousand five hundred and eight-four dollars and sixty-two cents (\$52,584.62). A dispersal of fifty thousand dollars (\$50,000.00) was made to the Defendant's mother to repay her loss of collateral when Mr. Smith defaulted on a loan. The remainder of the money was dispersed to Mr. Ronald Fahy, Esq., the GAL in this case, as a partial payment of his fees.
3. The current balance in the foresaid escrow account is approximately one hundred thirty thousand and fifty-three dollars and thirty-eight cents (\$130,053.38).
4. The marital debts of these parties shall be paid as further directed by this order from the escrow account held by John Whitbeck, Esq., the Defendant's prior attorney.
5. The balance in the escrow account after the payment of marital debt and any other payments ordered by this Court shall be divided equally between the parties. Fifty percent (50%) of the net shall be paid to the Plaintiff and fifty percent (50%) of the net shall be paid to the Defendant.
6. As to the furniture and household goods of the parties, the Court finds that these items are jointly titled and marital property. The Court finds that there has been no evaluation by the parties as to those items of personal property. The Court further finds that they have been divided by the parties and that they

are to retain possession of the goods in their possession without further division by the Court.

7. The 1993 Saturn SL2 purchased with martial funds. The Court finds that there has been no evaluation placed on it. Approximately \$1,780 is the only valuation presented to the court. The Court finds that to be joint property and martial property valued at \$1,780. The Court finds that the property is in the possession of the Defendant and distributes it to the Defendant.
8. The 1998 Saturn SW2 which was titled in the husband's name. In terms of ownership, the Court finds that it is martial property, but in any event the car has been abandoned and there is no evaluation so no distribution will be made of that asset.
9. The CPC stock which is stock in a privately owned company. The Court finds that very little testimony as to the actual evaluation of this stock has been provided by either party. The stock is in the possession of the Plaintiff. The Court orders that they be distributed to the Plaintiff.
10. The Datek Stock Account and Ameritrade Stock Account are to be distributed to the Defendant. The Court finds that the stocks were sold by Mr. Smith in September 2002 for \$24,252.00 and that the liquidated value was \$7,992.00. The Court finds that these were marital property.
11. The Plaintiff's 401(k) plan of the wife. The Court finds that it was jointly titled as of July 17th, 2002; however, no valuation is placed on it. The Court finds that no contribution was made to this fund until after the separation of the parties therefore there is no division to be made and that the 401(k) plan should be retained by the Plaintiff.
12. The Court finds that the 2002 Federal Tax overpayment in the amount of \$1,095.00, which Mr. Smith received, is martial joint property. It is already in the possession of the Defendant. The Court orders that it be distributed to the Defendant, Mr. Smith.

13. The Court finds that the 2002 Virginia Tax Refund in the amount of \$2,854.00, which Mr. Smith received, is marital joint property. It is already in the possession of the Defendant. The Court orders that it be distributed to the Defendant, Mr. Smith.
14. The Courts finds the 2002 child tax credit tax in the amount of \$400.00 taken by DCSC and then refunded and deposited by Ms. Smith to be a joint and marital property. The Court orders it to be retained by the Plaintiff.
15. The Court has considered the post separation mortgage payments made between 11/12/2002 to 6/12/2003 and the post separation mortgage payments made between 7/1/2003 and 12/1/2003. There has been no testimony with regards to fair market rental value of that property. The Court requires that after the martial debts are paid that the equity or the net proceeds left after settlement should equally be divided by the parties.
16. The Court finds that the electricity bill in the amount of \$1,502.00 which was paid by the Plaintiff is to be distributed to the Plaintiff.
17. The Court finds that the Comcast cable bill, in the amount of \$275.00 which was paid by the Plaintiff is to be distributed to the Plaintiff.
18. The Court finds that the local telephone service in the amount of \$258.00 has been paid by the Plaintiff and the Court orders that debt distributed to her .
19. The Court finds that the long distance telephone bill in the amount of \$116.00 is a martial debt and the Court orders the Plaintiff to pay it.
20. The Court finds that the waste disposal bill in the amount of \$193.00, is the Plaintiff's bill to be paid by the Plaintiff.
21. The Court finds that the credit card interest of \$2,000 and interest paid on cash advances taken by Ms. Smith to pay the mortgage payment has been addressed by distribution of the proceeds of the sale. There will be no further distribution of that asset or debt.
22. The Court finds that the car insurance for Wesley Smith was a martial

obligation and debt that she paid for him. The Court will order no further distribution as to those funds.

23 The Court finds the Dow Chemical CU account to be a marital debt. The Defendant has paid this debt and the Court orders that it be distributed to him.

24 The Court finds the First Union Credit Card Account in Wesley Smith's name has a balance of \$9,979.00 based upon the testimony and evidence provided by the Defendant. The Court distributes that debt to the Defendant as his obligation.

25 The Court finds the following debts to be marital and orders the Plaintiff to pay them from the proceeds in the escrow account prior to the division of the net proceeds to both parties:

First USA Bank One (joint) balance \$4068.00

Wachovia Bank (formerly the First Union) Joint account, balance \$4,156.00

Capital One Master Card, balance \$1,206.00

Citibank educational loan, balance \$9,509.00

Chase Xprise balance \$11,328.00.

The remaining fees for Mr. Ronald Fahy, Esq., the GAL, balance \$1,319.50

26. The Court orders that the Plaintiff be paid twenty-five thousand dollars (\$25,000.00) from the Defendant's portion of the proceeds of the house after the marital debts have been paid. This amount represents one-half of the \$50,000.00 which was distributed to the Defendant's mother in repayment of the Defendant's obligation.

27. The Court finds that following are the separate property of the Plaintiff and therefore there is no need to distribute these :

The Honda CRV, that was sold on March 11th.

The 2002 Mazda 626 she owns and now operates.

Personal Property and Household furnishings acquired post separation.

Credit Card debt in the amount of approximately \$4500.00

28. The Court finds the following to be the separate property of the Defendant and therefore, there is no need to distribute these:

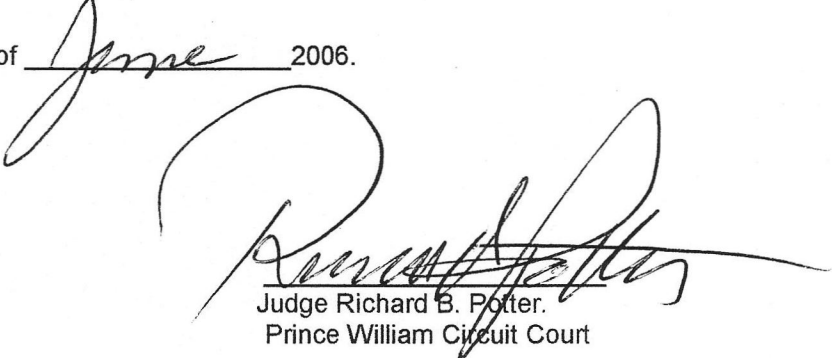
Dow Credit Union Loan, balance \$60,000.00

**IX. ATTORNEYS FEES AND COURT COSTS**

The Court has already made provision in this order for the payment of the remaining fees for the Guardian *ad litem*. As to the attorney fees and court costs incurred by both parties, the Court finds that considering the income imputed to the Defendant, both parties are capable of paying their attorney's fees. Therefore, the Court makes no additional orders concerning attorney's fees and court costs.

**THIS ORDER IS FINAL** and this matter is to be placed among the ended causes.

ENTERED this 9<sup>TH</sup> day of June 2006.

  
Judge Richard B. Potter.  
Prince William Circuit Court

I ask for this

Loretta Vardy

SEEN AND AGREED

Loretta Vardy  
Loretta Vardy  
VSB No. 26225  
12388 Silent Wolf Drive  
Manassas, VA 20112  
(703) 791-6078  
(703)-791-7957 (Facsimile)  
Counsel for the Plaintiff

SEEN AND

Ronald Fahy

Ronald Fahy, Esquire  
9236 Mosby Court  
Manassas, VA 20110  
703-369-7991  
VSB # 13257  
Guardian *Ad Litem*

SEEN AND

objected-see attached 6 pages of *partial*  
*exceptions*

Wesley C. Smith  
5347 Landrum Road, Apt. 1  
Dublin, VA 24084  
Pro Se Defendant

A COPY-TESTE:

DAVID C. MABIE, CLERK

BY: Michelle Jones  
Deputy Clerk

Debt	Party	Amount	Balance fr. \$130,053.38	Plaintiff	Defendant	Notes
First USA	Marital	\$4,068.00	\$125,985.38			
Wachovia Bank	Marital	\$4,156.00	\$121,829.38			
Capital One Master Card	Marital	\$1,206.00	\$120,623.38			
Citibank Educational Loan	Marital	\$9,509.00	\$111,114.38			
Chas Xprse	Marital	\$11,328.00	\$99,786.38			
Mr. Fahy Fee		\$1,319.50	\$98,466.88			
	Total	\$31,586.50	\$98,466.88	\$49,233.44	\$49,233.44	
			\$0.00			
				\$25,000.00	(\$25,000.00)	1/2 of \$50K dispersed to Wes
				\$74,233.44	\$24,233.44	Amount to be dispersed
					\$50,000.00	Previously Dispersed to Defendant's Mother on Defendant's Behalf
				\$74,233.44	\$74,233.44	Total Amount Dispersed to Each