

A Standing Order in Domestic Relations Cases

In an attempt to reduce conflict between parties in domestic relations actions and provide some guidance to them and especially to reduce the harmful and disruptive effects of divorce on a minor child¹ of the parties, the Circuit Court judges in this circuit find that it would be beneficial to adopt a standing order for domestic relations cases filed in Cullman County, Alabama. It is therefore ORDERED as follows:

**GENERAL PROVISIONS APPLICABLE
TO EVERY CONTESTED ORIGINAL DIVORCE CASE**

1. ***Injunction Against Harassment:*** All parties are restrained and enjoined from contacting or going about one another at their respective residences or places of employment, or elsewhere, for the purpose of harassing, threatening, intimidating, or assaulting the other, directly or indirectly, in person or by means of telephone, computer, mail, or otherwise.

2. ***Preservation of Assets:*** The parties are ordered and directed to preserve, in their present form and location, all assets owned by them either jointly or individually, and are expressly ordered not to sell, assign, transfer, conceal, remove from the jurisdiction of the Court, or in any manner dispose of, liquidate, conceal, encumber, dissipate or convert any assets of the parties, or change beneficiaries upon any life insurance policies, or alter any medical, hospitalization, or automobile insurance policies, or in any way alter the current cash value of any life insurance policy. However, this Order shall not prohibit the use of earned income to pay reasonable and lawful debts and living expenses of the parties, nor prohibit the use of physical assets in the same manner as the same had been used in the ordinary and customary activities of the parties prior to the filing of the action for divorce. Each party should be prepared to explain and justify their use of money, property or other income after the date of separation and each party will be accountable for all money or property in their possession or under their control both during the marriage and after the date of separation.

3. ***Insurance:*** Any insurance policy in effect at the time the filing of a complaint for divorce may not be cancelled, allowed to lapse, modified, borrowed against or otherwise encumbered by either of the parties, and the beneficiary shall not be changed except by written

^{1 1} The term "child" as used herein refers to a minor child of the parties and includes all minor children of the parties whether the term "child" or "children" is used.

agreement signed by the parties or by Court order. The parties shall continue to pay all premiums on a timely basis pursuant to paragraph five (5) unless there is a written agreement to the contrary signed by the parties or an order of the Court.

4. **DDF Form.** In an original divorce action, the Plaintiff shall provide Defendant's counsel or a self-represented Defendant with a copy of the Plaintiff's completed "Domestic Relations Disclosure Form" no later than 14 days after an answer or other responsive pleading is filed in the case. The Defendant shall provide Plaintiff's counsel or a self-represented Plaintiff with the Defendant's completed "Domestic Relations Disclosure Form" (DDF) no later than 14 days after filing his or her answer or other responsive pleading. A Domestic Relations Disclosure Form is attached to this order as "Exhibit DDF." No party subject to this order shall incur additional debt which would obligate the other party and no party shall take any action to encumber personal or marital assets, unless agreed to in writing by the parties or pursuant to a court order. Each party has a continuing duty to update his or her DDF form if the information therein changes. The updated DDF form shall be submitted to counsel for an opposing party or a self-represented party no later than 30 days after a material change has occurred. If a hearing is required to compel completion and filing of a DDF form, the party failing to comply shall be taxed with reasonable costs associated with the hearing.

5. **Marital Expenses and debts.** When a divorce or separation occurs, a financial burden is often created for both parties since each of them will normally have separate household expenses and they are no longer pooling their financial resources. The court expects the parties to each pay his or her *pro rata* share of monthly expenses where each party has sufficient income.

Selling of Marital Assets. If income and other financial resources are not sufficient to cover normal living expenses and debts of the parties and the parties have a major asset such as a home or vehicle with a high monthly installment payment, the parties are strongly encouraged to reach an agreement to sell the asset(s) to eliminate debt and to provide the parties with additional funds from any equity in the asset. *Provided, however, that no marital asset may be sold unless both parties agree in writing or the court has ordered the asset to be sold.* Selling or disposing of a marital asset without a written agreement signed by both parties or a court order may result in a contempt petition being filed against the party who unlawfully disposed of marital property and the offending party may be incarcerated for contempt as well as otherwise sanctioned by the court. If an asset has been unilaterally sold for less than its fair market value, the court will also likely require the party who sold the asset to pay the other party his or her fair share.

6. **Preservation of records.** Neither party shall, directly or indirectly conceal from the other party or destroy any personal, family records, business records, or any records of income, debt, or other financial obligation.

PROVISIONS THAT APPLY TO ALL CONTESTED DIVORCE

CASES INVOLVING MINOR CHILDREN

"It is the policy of this state to assure that minor children have frequent and continuing contact with parents who have shown the ability to act in the best interest of their children and to

encourage parents to share in the rights and responsibilities of rearing their children after the parents have separated or dissolved their marriage.” § 30–3–150, Ala. Code 1975. Therefore, it is hereby ORDERED that in all original divorce cases the parties' are awarded *pendente lite* joint legal and joint physical custody of their minor child or children on a temporary basis, pending a final hearing unless (i) a *pendente lite* hearing has been requested for good cause shown or (ii) the parties have mutually agreed to a different custodial arrangement that they believe would be in the best interest of their child or children. Any *pendente lite* agreement regarding temporary *pendente lite* custody, visitation and child support that differs from the standing order shall be signed by both parties and filed in the Circuit Court Clerk’s Office. At a final hearing the court will determine what custodial arrangement is in the best interest of the minor children, which may include an award of joint physical custody or sole physical custody after consideration of the factors set forth in Ala. Code § 30-3-152. Therefore, subject to the foregoing, it is hereby ORDERED *pendente lite* as follows:

7. Temporary Custody. The parties are awarded joint legal and joint physical custody of their minor children, *pendente lite*. Subject to the *Holiday Schedule* contained in this Order, the parties' minor children shall reside with each parent on an alternating weekly basis. The parent who files the initial complaint for divorce shall exercise the first alternating seven-day period of joint physical custody which shall begin at 3:00 P.M. on the Friday immediately following the filing of the initial complaint for divorce, and end at 3:00 P.M. the following Friday, at which time the other parent shall exercise his or her seven-day custodial period. The parent beginning his or her custodial period may pick the minor children up from school if the children are attending school. If children are not attending school, the parties shall exchange the children at the safe zone located at the City of Cullman Police Department at the end of any custodial period unless the parties both agree to a different exchange location. This schedule shall remain in effect throughout summer break.

The parents are encouraged to communicate with one another regarding their minor child but if the parties are unable to reach an agreement regarding certain matters, Ala Code § 30-3-153 requires parents to submit an agreement designating the parent possessing primary authority and responsibility regarding involvement of their minor child in academic, religious, civic, cultural, athletic, and other activities, and in medical and dental care if the parents are unable to agree on these decisions. A *pendente lite* designation may be submitted by the parties or the designation authority will be decided by the court after final hearing.

8. ***Holiday Schedule.*** Notwithstanding the foregoing, the parties shall have physical custody of their minor child as follows:

a. *Spring Vacation (AEA Week)*: The mother shall have the minor children for Spring Vacation in even numbered years from 3:00 p.m. on the first Friday following the last day of school (in the district which the children attend) until 7:00 p.m. on Sunday at the end of Spring Vacation regardless of whether such conflicts with other provisions herein. The father shall have the minor children for Spring Vacation in odd-numbered years for a like period regardless of whether such conflicts with other provisions herein.

b. *Easter*: The mother shall have the minor children on Easter Sunday from 8:00 a.m. until 6:00 p.m. in each even-numbered year, regardless of whether such conflicts with other provisions. In odd-numbered years, regardless of whether such conflicts with other provisions, the father shall have the children during the above specified times.

c. *Thanksgiving*: The father shall have the minor children from 3:00 p.m. on Wednesday preceding Thanksgiving Day until 6:00 p.m. on the Sunday following in each odd-numbered year, regardless of whether such conflicts with other provisions. In even-numbered years, regardless of whether such conflicts with other provisions, the mother shall have the minor children during the above specified times.

d. *Christmas*:

Father: In *even-numbered years*, from 3:00 p.m. on December 20th until 6:00 p.m. on December 25th the father shall have the children; and, in *odd-numbered years*, the father shall have the children from 3:00 p.m. on December 25th until 6:00 p.m. on January 3rd next following, regardless of whether such conflicts with other provisions.

Mother: In *odd-numbered years*, regardless of whether such conflicts with other provisions, the mother shall have the children from 3:00 p.m. on December 20th until 6:00 p.m. on December 25th and, in *even-numbered years*, from 3:00 p.m. on December 25th until 6:00 p.m. on January 3rd next following.

e. *Children's Birthday*: The father shall have the minor children in even-numbered years, on the children's birthday, from 4:00 p.m. until 6:00 p.m., regardless of whether such conflicts with other provisions. The mother shall have the children in odd-numbered years, on the children's birthday, from 4:00 p.m. until 6:00 p.m., regardless of whether such conflicts with other provisions.

f. *Father's Day*: The father shall have the minor children from 8:00 a.m. until 6:00 p.m., regardless of whether such conflicts with other provisions.

g. *Mother's Day*: The mother shall have the minor children from 8:00 a.m. until 6:00 p.m., regardless of whether such conflicts with other provisions.

h. Other Major Holidays: The father shall have physical custody of the minor children for the major holidays listed below on even-numbered years from 6:00 a.m. the day prior to the holiday and continuing until 8:00 a.m. the morning after the holiday. The mother shall have the minor children for the major holidays on odd-numbered years from 6:00 a.m. the day prior to the holiday and continuing until 8:00 a.m. the morning after the holiday.

- (1) National Memorial Day
- (2) Labor Day
- (3) Fourth of July

i. Special Family Events: The parent seeking to have the children with him or her for any special family event shall provide as much advance notice to the other parent as possible. When the event falls on a weeknight or weekend when the children would normally not be with the parent who wishes to take them to the special event, the parent shall attempt to agree to switch weekends or weeknights, as the case may be.

j. Other times. This order is not intended to interfere with the right of the parents to alter the times when a child may be in his or her physical custody. Nothing herein shall prevent the parties from mutually agreeing to other times of physical custody.

9. School, Extracurricular Activities & other appointments: Each minor child of the parties shall continue to attend the school that he or she was attending at the time of their parents' separation. The parent having physical custody of a minor child shall be responsible for transporting or having the child transported to school and also for arranging to have the child picked up at the end of each school day. The person transporting the children shall be a duly licensed driver and shall not be romantically involved with a parent unless written permission is expressly given by the other parent.

The parent having physical custody shall also be responsible for having each minor child transported to all doctors, dentist and other medical providers as needed and also all regularly scheduled extracurricular activities. Provided however, that neither parent shall schedule an appointment for their minor child during the other parent's physical custodial time unless expressly agreed to by the other parent.

10. **Parents residing more than 60 miles apart**: To help minimize the disruptive effect of divorce on their minor children, each parent is encouraged to maintain his or her residence in the school district their minor child is attending at the time of their separation or in close proximity. If one parent resides a distance greater than 60 miles from the other parent, joint legal and joint physical custody is generally not practicable and will not be in the best interest of the parties' minor children. Therefore, a *pendente lite* hearing may be requested to allow the parties to present evidence regarding a custodial arrangement that would serve the best interest of the parties' minor children. If a parent is residing 150 miles or more from a custodial parent, the court's "150 Mile Visitation Schedule" will generally apply.

11. **Child Support**: The Plaintiff shall file his or her CS 41, CS 42-S and CS 43 forms at the time the initial divorce complaint is filed. The Defendant shall file his or her CS 41, CS 42-S and CS 43 at the time the answer or other responsive pleading is filed. No later than seven (7) days

after the last CS 41, CS 42-S and CS 43 forms have been filed, child support shall be calculated and paid as required by Rule 32 Alabama Rules of Judicial Administration. ("The parent owing the higher amount of the adjusted shared 50% physical-custody child-support obligation as shown on Line 13 of Form CS-42-S shall pay that amount to the other parent.") Rule 32 (C)7(b) Alabama Rules of Judicial Administration. "Intentional falsification of information presented on the Child-Support-Obligation Income Statement/Affidavit form shall be deemed contempt of court. Documentation of earnings used in preparing the Child-Support-Obligation Income Statement/Affidavit form shall be maintained by the parties and made available as directed by the court." Rule 32 (F) Alabama Rules of Judicial Administration. If the paying parent becomes more than 30 days in arrears on said child support amount, an Income Withholding Order shall be served upon that parent's employer.

12. **Payment of Medical Expenses.** During the pendency of this action any medical expenses incurred by or for a minor child of the parties shall be paid by the parties in equal amounts within 10 days of presentment of the bill. The parties shall cooperate fully in obtaining maximum insurance benefits as may be available. Any reimbursement obtained from an insurance carrier shall then be divided equally by the parties, or in the same percentage as paid, within 10 days of receipt.

13. **Pendente Lite Hearings:** It is expected that the standing *pendente lite* order will resolve most cases on a temporary basis. However, if a party desires an individualized determination regarding a particular matter, he or she may file a motion requesting an evidentiary hearing after first attempting to communicate with counsel representing the other party or directly with a self-represented party. Cost associated with a *pendente lite* hearing, including payment of a reasonable attorney's fee, may be awarded to the prevailing party if the court finds that the hearing has been required solely because a party has unreasonably failed to reach a temporary agreement prior to the setting of a *pendente lite* hearing.

Contents of Motion Requesting Hearing: (i) Absent emergency circumstances, a *pendente lite* hearing will not be scheduled unless the motion requesting a hearing first certifies that a good faith effort has been made to reach an agreement with the attorney for the opposing party or a self-represented party and that the efforts have not been successful. Once service is perfected, the parties, individually or through counsel, shall communicate with each to discuss any imminent or emergency issues in an attempt to reach an agreement regarding same prior to requesting a *pendente lite* hearing. (ii) A motion requesting a *pendente lite* hearing must specifically state what relief is being requested and why the standing order would not be practicable or in the best interest of the parties' minor children. (iii) The motion requesting a *pendente lite* hearing shall certify that counsel has informed his or her client that the losing party may be required to pay a reasonable attorney's fee to the prevailing party if the requested *pendente lite* relief is not granted. (iv) If emergency circumstances are alleged that preclude communication with counsel for the opposing party or a self-represented party prior to filing the motion, the motion must recite all of the facts believed to constitute an emergency with particularity.

Appointment of Guardian Ad Litem For Minor Children

14. **Discretionary Appointment of GAL:** If a party believes that it would be beneficial to appoint a Guardian ad Litem to represent a minor child of the parties in a pending DR action, the

motion requesting the appointment shall clearly and precisely state all reasons why the appointment would be in the best interest of the parties' minor child. Any objection to the appointment of a GAL shall be filed within five days after the motion requesting an appointment is filed. If an objection is filed, the motion shall be set for hearing. When a GAL is appointed, each party shall pay directly to the GAL the sum of \$750.00 within 14 days of the appointment. The court appointed GAL shall bill at the rate of \$150.00 per hour for his or her services and may draw off the retainer paid. The GAL shall keep and maintain a separate billing record for each party and shall bill against the initially paid retainer of each party as provided herein. Conversations or meetings with a party or with a minor child of a party that is held at the request of a particular party shall be billed toward the retainer paid by that party. Initial conversations with the parties' minor child and all court appearances shall be billed equally to each party. A GAL need not attend any court ordered mediation unless specifically requested by a party or the parties jointly, but the GAL shall be available for communication via telephone during mediation. Once an initial retainer has been used in its entirety, the GAL may file a motion requesting an additional retainer to be paid in by one or both parties, as may be appropriate. If no objection is filed by a party to the request for additional retainer within five days of the request, the additional retainer shall be paid directly to the GAL as requested. The Court reserves the right to tax as costs in the case the entire GAL fee to one or both parties. If a party is determined to be indigent, the court may require one party to pay all or a substantial portion of the total GAL fee.

15. **Mandatory Appointment of GAL:** A child born to a married woman is presumed to be the legitimate child of her husband. A party that fails to disclose the birth of a child born to one of the parties during the time of their marriage may be prosecuted for perjury for filing a false statement or held in contempt of court or both. In a divorce action where the parties allege that a child born during the marriage is not the biological child of the husband, the law requires that a *guardian ad litem* be appointed to represent the minor child and the GAL fee shall be paid initially in equal amounts by the parties, subject to being taxed as costs to one party at the conclusion of the case.

GENERAL PARENTING PROVISIONS

16. **Child Exchanges:** The parent beginning his or her custodial or visitation period may pick the minor children up from school if the children are attending school. If a child or children are not attending school, the parties shall exchange the child or children at the safe zone located at the City of Cullman Police Department at the end of any custodial period. The parents may, of course, deviate from this provision if an alternative plan has been mutually agreed upon. Contact between the parents should be kept to a minimum unless both parents are able to avoid conflict at such exchanges. In most cases, the child may simply walk to the vehicle of the parent who is about to begin his or her custodial period without any contact between the parents. If a parent is unable to personally pick up a child, the parent may designate a responsible adult to pick up the child in his or her stead. A party shall not designate a person that he or she is romantically involved with to pick up the parties' minor children unless express consent is given by the other party.

17. **Wait Times:** Neither parent has a duty to wait for the other parent for an exchange more than twenty (20) minutes after the start of the designated parenting time. If a parent does not

wish to exercise his or her parenting time awarded herein, he or she shall give 48-hour notice to the other parent.

18. **Telephone Communication:** Both parties shall have reasonable telephone access to their minor child while they are in the physical custody of the other parent. The minor child(ren) shall also have reasonable telephone access to both parties during a one-hour time period as agreed upon by the parties, taking into consideration the children's schedule. If a conflict develops regarding phone time, it shall be nightly between 7:00 p.m. and 8:00 p.m.

19. **Additional Time:** Physical custody times provided for herein shall not preclude other and additional times as the parties may from time to time agree upon.

20. **Designation of Parent with Primary Authority:** Each parent shall confer with each other and consider the other's opinion on all important matters pertaining to the minor child's health, welfare, education, religious training, extracurricular activities, including but not limited to choice of day care providers, pre-schools, public, private or religious schools, course curriculum, tutoring, lessons, athletics, choice of camps, travel away from home, full or part-time employment, in a good faith effort to promote the minor child's best interests. However, if one parent has been awarded primary physical custody that parent shall make the final decision if the parties are unable to agree. If parties are awarded joint legal and joint physical custody Ala Code § 30-3-153 requires parents to submit as a part of their agreement the name of the parent having final authority to make decisions in the identified areas. If the parties do not submit an agreement the court will make the designation.

21. **Access to Records:** Each parent shall have equal access to and the authority to inspect the child's school and medical records and to confer with physicians, teachers, school personnel, counselors, and psychologists regarding the minor child. Additionally, each parent shall provide to the other sufficient advance notice of all conferences with the child's teachers, school personnel, counselors, psychologists and physicians regarding the minor child. Each parent shall have the right to participate in all school and extracurricular events and activities of the minor child which are open to parents, including, but not limited to, sporting events, school programs open to parents, school plays, music and the arts. Further, each parent having knowledge of such event shall provide the other reasonable notice of same. The parents shall cooperated with each other in notifying the school officials at the school in which the minor child is enrolled, to list both parties as the father and mother of the minor child and further authorizing them to release any and all information, documents, records, reports, grades, evaluations and bulletins to both parents.

22. **Disparaging Comments:** Both parents will use their best efforts to promote the respect, love, and affection of the minor child towards each parent. Neither parent shall make derogatory statements, or ridicule, or belittle the other parent in the presence of the minor child or in any other way seek to undermine the minor child's love and respect for the other parent. The parents shall also advise their respective family members to refrain from making any similar remarks. The parties understand and agree that the designations of "father," "mother" and other similar designations shall refer to each of them only and not to third parties.

23. **Contact Information:** At all times hereafter, each parent shall keep the other informed with their current residence address, mailing address, mobile phone and the telephone number of the residence as well as place and times of employment. Both parties will make themselves available for direct communication with the other for purposes of discussion pertaining to the minor children; provided, however, that neither party will harass or burden the other with excessive or abusive telephone calls, texts or any other such non-productive communication.

Further, both parents shall refrain from delegating their responsibility of communicating with the other parent to their children. If agreed upon by both parents, electronic mail services and parenting apps may be used to track communications and share appointments and events between parents.

24. **Notification of Illness or Emergency:** The parents shall promptly notify each other in the event of a serious illness or injury of the minor child(ren). The party in whose care the minor child(ren) are then being kept shall be authorized to make and decide medical emergency decisions concerning said minor child(ren). In the event such an emergency medical decision should arise, the party then in physical custody of the child(ren) shall notify and consult the other party, as time may reasonably allow, governing any such emergency.

25. **Child Belongings:** Each parent shall provide the minor child(ren) with clothing and basic necessities during his or her custodial times and return to the other parent any items of clothing provided by the other parents as may be needed. The parties shall cooperate to allow the child(ren) to transport between households any item necessary for school and/or activities, including schoolbooks, uniforms, sporting equipment, etc.

26. **Drug Usage:** Neither party shall use illegal drugs, prescription drugs not as prescribed, nor be impaired by the use of alcohol, during any time that a child of the parties is in his or her care.

27. **School Assignments:** The parent exercising physical custody or visitation shall be responsible for making sure the children do homework, study for tests, and are otherwise prepared for school the next day and shall be responsible for getting the children to school on time with whatever they children need for school that day, including, but not limited to, lunch.

Alabama Parent-Child Relationship Protection Act

28. Alabama law requires that each party in this action who either has custody of or the right of visitation with a children to notify other parties who have custody of or the right of visitation with the children of any change in his or her address or telephone number, or both, and of any change or proposed change of principal residence and telephone number or numbers of a children. This is a continuing duty and remains in effect as to each children subject to the custody or visitation provisions of this decree until such children reaches the age of majority or becomes emancipated and for so long as you are entitled to custody of or visitation with a child covered by this order. If there is to be a change of principal residence by you or by a children subject to the custody or visitation provisions of this order, you must provide the following information to each other person who has custody or visitation rights under this decree as follows:

- a. The intended new residence, including the specific street address, if known.
- b. The mailing address, if not the same as the street address.
- c. The telephone number or numbers at such residence, if known.
- d. If applicable, the name, address and telephone number of the school to be attended by the children, if known.
- e. The date of the intended change of principal residence of children.
- f. A statement of the specific reasons for the proposed change of principal residence of a child, if applicable.
- g. A proposal for a revised schedule of custody of or visitation with a child, if any.
- h. Unless you are a member of the Armed Forces of the United States of America and are being transferred or relocated pursuant to a non-voluntary order of the government, a warning to the non-relocating person that an objection to the relocation must be made within 30 days of receipt of the notice or the relocation will be permitted.

You must give notice by certified mail of the proposed change of the principal residence on or before the 45th day before a proposed change of principal residence. If you do not know and cannot reasonably become aware of such information in sufficient time to provide a 45-day notice, you must give such notice by certified mail no later than the 10th day after the date that you obtain such information. Your failure to notify other parties entitled to notice of your intent to change the principal residence of a child may be taken into account in a modification of the custody of or visitation with the children. If you, as the non-relocating party, do not commence an action seeking a temporary or permanent order to prevent the change of principal residence of a child within 30 days after receipt of notice of the intent to change the principal residence of the children, the change of principal residence is authorized.

**GENERAL PROVISIONS APPLICABLE TO EVERY CONTESTED
DIVORCE, MODIFICATION AND CONTEMPT CASE**

29. **Discovery:** The law allows each party to submit questions to the other party which must be responded to in a timely manner and also authorizes the production of financial and other records. If a party fails to timely answer interrogatories or otherwise fails to comply with the rules of discovery as provided by law, the party may be sanctioned by the Court, which may include an additional monetary payment to the other party for additional attorney's fees incurred in obtaining the requested information. Discovery shall not be unduly cumbersome, repetitive, or used merely to vex or annoy the other party. Unless leave of court is granted, a party shall not serve interrogatories on another party containing more than 50 questions.

30. **Sanctions for Failure to Comply with Court Order:** The wilful failure of a party to obey this Order may result in contempt proceedings and upon a finding of contempt a party may be sentenced to serve time in the county jail, pay a fine, pay the reasonable attorney's fee of the opposing party and/or incur other sanction.

31. **Communication between lawyers:** Attorneys shall communicate with each other in a civil, professional, and courteous manner. Attorneys shall communicate personally with each

other by telephone or in person if a problem arises and shall make a good faith effort to resolve any dispute before filing a motion with the Court. **Any motion filed by an attorney requesting the Court to resolve a discovery matter or any other pendente lite dispute shall certify in the motion what efforts have first been made to resolve the issue with the other attorney prior to filing the motion.**

32. **Continuances:** In the event it becomes necessary to file a motion to continue a hearing or trial, the attorney filing the motion shall contact the opposing attorney to see if an agreement can be reached with respect to continuing the matter and to discuss the possibility of entering a mutually agreed upon temporary order that resolves the issue raised in a pending motion. Unless an unforeseen circumstance arises, motions to continue that are filed after noon on the day prior to a scheduled hearing or trial will be denied unless filed as a joint motion or the motion states that the opposing party has consented to the continuance.

33. **Scheduling Conference:** Once service is perfected, either party may file a request for a Scheduling Conference to discuss extension of deadlines or other issues that may require court intervention. Unless a specific scheduling order is entered in a case that changes discovery and mediation deadlines, the following deadlines shall apply:

- (i) **Discovery Deadline:** All initial requests for discovery should be filed within 30 days after an answer is filed and all discovery, including depositions and supplemental discovery, should be completed within 180 days after the filing of an answer. Discovery deadlines may be extended for good cause shown. Any motion requesting to extend deadlines shall be filed as soon as it is apparent that discovery cannot be completed within the six month deadline contemplated by this order and the motion shall state reasons why a party was unable to comply with the existing deadline.
- (ii) **Mediation Deadline:** If parties are unable to resolve their dispute through a negotiated settlement, mediation shall be scheduled **and completed** no later than ten (10) months from the date an answer is filed. Mediation deadlines may be extended for good cause shown.

34. **Trial Settings for Final Hearing:** Cases shall be set for final hearing upon either party filing a notice with the court indicating that the parties have attempted mediation without success and requesting a trial date. Trial dates will be assigned in the order the motions are filed, but original divorce cases shall take priority over modification and contempt actions. In the event the mediation is not successful, either party may notify the court of an unsuccessful mediation by filing a mediation completion form with the circuit court clerk. (See, MCF form attached hereto.) Once the MCF has been received the court clerk shall set the case for trial on the next available domestic relations trial docket. A case shall not be set for trial until a notice of mediation has been filed by a party unless the court directs otherwise due to extraordinary circumstances.

35. **Status Docket:** It is the desire of the Court to resolve all domestic cases in a timely manner. Unfortunately, due to a variety of issues, including the need to conduct discovery, heavy caseloads and conflicts with other trial settings, to name but a few, not all cases can be set for a final hearing as quickly as the parties, their attorneys or the Court would like.

If a domestic relations case remains pending for more than 12 months after the initial filing of a complaint or petition, the Circuit Court Clerk shall set the case on a status hearing docket that will be scheduled for one day each month so that the court can determine what issues exist that have prevented the case from moving towards a final disposition. *The failure of a party to appear at the status hearing may result in either dismissal of the case or entry of a default judgment, as appropriate.*

36. ***Pendente Lite Requests:*** Unless a pending matter concerns a risk of serious imminent harm to the health, safety or welfare of the parties minor child, any request for *pendente lite* relief shall include a statement that the moving party has first made reasonable efforts to resolve the matter(s) in dispute by communicating with counsel for the opposing party, or if unrepresented, by direct communication with the unrepresented party. Cost associated with a *pendente lite* hearing, including payment of a reasonable attorney's fee, may be awarded to the prevailing party if the court finds that the hearing has been required solely because a party has unreasonably failed to reach a temporary agreement prior to the setting of a *pendente lite* hearing.

MEDIATION REQUIREMENT IN DOMESTIC RELATIONS CASES

37. To facilitate a speedy resolution of family disputes, and to encourage communication between parties in conflict, it is hereby ORDERED that unless specifically prohibited by statute or court rule, or waived upon a showing of extreme financial hardship, all contested domestic relations cases filed in the Domestic Relations Division of the Circuit Courts of Cullman County, including actions for divorce, modification and contempt, shall be submitted to mediation within ten (10) months after the filing of an initial answer. For good cause shown, this mediation deadline may be extended upon motion of either party.

Failure to Attend Mediation: If one party does not appear at a mediation on the date agreed to by the parties or does not cooperate in scheduling a mediation, the party who is attempting to schedule mediation shall file a motion with the Circuit Court Clerk informing the court of the failure of the other party to cooperate and the matter shall be set for a show cause hearing to determine whether the noncomplying party should be held in contempt and appropriate sanctions imposed. No case shall be set for a final hearing without a notice being filed with the Circuit Court Clerk that the parties have attempted a good faith mediation, without success, or requesting a waiver for good cause shown.

Unsuccessful Mediation: In the event the mediation is not successful, either party may notify the court of an unsuccessful mediation by filing a mediation completion form with the circuit court clerk. (See, MCF form attached hereto.) Once the MCF has been received the court clerk shall set the case for trial on the next available domestic relations trial docket.

Successful Mediation: If the mediation has been successful, the parties' agreement shall be reduced to writing and the parties shall file a joint motion requesting the court to ratify the agreement and incorporate their agreement into the final court judgment, along with all other documents required for the court to grant the relief requested by either party.

This mediation order shall not apply to domestic relations cases in which the Department of Human Resources has intervened to establish, modify or enforce child support orders. Further, this order shall not apply to requests for emergency *pendent lite* relief.

PROTECTION FROM ABUSE ORDERS
IN PENDING DOMESTIC RELATIONS CASES

When a protection from abuse petition is filed and there is an existing action for divorce, contempt or modification action that is pending, the protection from abuse petition shall be automatically assigned by the Circuit Court Clerk to the judge assigned to preside over the divorce, contempt or modification action.

APPLICABILITY OF STANDING ORDER

This Standing Order shall apply to all parties to a Domestic Relations action filed in the Circuit Court of Cullman County, Alabama in which one or more of the parties seeks the dissolution of a marriage, except in those non contested cases where a written agreement of the parties is submitted at the time a complaint for divorce. The provisions of this order shall also apply to contempt and modification actions filed in the Domestic Relations division as provided herein. This order shall not apply to domestic relations cases in which the Department of Human Resources has intervened to establish, modify or enforce child support orders.

The Circuit Court Clerk shall immediately scan a copy of this Standing Order into the appropriate AlaCourt case file when a qualifying complaint or petition is filed in the domestic relations division. A copy of this standing order shall also be served with the summons and complaint in every domestic relations action that is subject to the provisions of this standing order. The standing order shall remain in full force until it is amended by *pendente lite* order of this Court or the action is dismissed, or a final judgment has been entered. This Order shall not supersede or modify any existing protection from abuse order or any other order that has been entered by a court having jurisdiction over the parties or their minor children.

Done this the 14th day of June, 2023.

/s/ Gregory A. Nicholas
Gregory A. Nicholas
Presiding Circuit Judge
32nd Judicial Circuit
State of Alabama

Domestic Relations Disclosure Form for Original Contested Divorces

If the space provided on this form is not sufficient to fully respond you must submit additional pages in order to make a full disclosure. By signing the form, the person completing the form represents that the information is true. An intentional false statement or failure to list all income, assets, debts etc. may subject a person to sanctions for contempt of court. Once completed and signed, this form must be mailed to all parties or their attorney if represented. The form should NOT be filed with the court clerk.

Name of Party (print): _____ Case Number: _____

Employment Information:

Name and address of employer: _____

- 1. Date you began employment: _____
- 2. Work Schedule/Shift: _____
- 3. Average Monthly Salary or hourly wage: _____ (attach copy of 3 most recent pay stubs)
- 4. If not currently employed, list: (i) the name and address of your most recent employer (ii) date you left employment (iii) Salary/hourly wage at time you left employment and (iv) reason for leaving: _____
- 5. Other income (list source and monthly gross amount): _____

Personal Assets:

List all vehicles that are owned and/or titled in your name or the name of your spouse:

- 1. Make & Model: _____ Monthly payment: _____ Vehicle Payoff: _____ Primary Driver: _____
- 2. Make & Model: _____ Monthly payment: _____ Vehicle Payoff: _____ Primary Driver: _____
- 3. Make & Model: _____ Monthly payment: _____ Vehicle Payoff: _____ Primary Driver: _____

List all real property (land with a building or without) you or your spouse own or are buying:

- 1. Address/description of Property: _____ Est. Value: _____
Monthly mortgage payment: _____ Property Payoff Amount: _____
- 2. Address/description of Property: _____ Est. Value: _____
Monthly mortgage payment: _____ Property Payoff Amount: _____

List of Banks and other Financial Institutions in which your name appears as an account holder now or during 6 months immediately prior to the divorce complaint being filed:

- 1. Name: _____ Address: _____
Account Description & No: _____ Current Balance/Deposit: _____
- 2. Name: _____ Address: _____
Account Description & No: _____ Current Balance/Deposit: _____
- 3. Name: _____ Address: _____
Account Description & No: _____ Current Balance/Deposit: _____

Other Asset(s) having a fair market value of more than \$1,000:

- 1. Description of Asset: _____ Value: _____ Amount of any lien: _____
- 2. Description of Asset: _____ Value: _____ Amount of any lien: _____

Debts owed solely by you or jointly with another:

- 1. Amount of Debt: _____ Monthly Payment: _____ Name and Address of business/ person the debt is owed to: _____ Collateral for debt(if secured): _____ Person(s) legally responsible for debt: _____ Person now making monthly payment: _____
- 2. Amount of Debt: _____ Monthly Payment: _____ Name and Address of business/ person the debt is owed to: _____ Collateral for debt(if secured): _____ Person(s) legally responsible for debt: _____ Person now making monthly payment: _____

List of reoccurring monthly living expenses currently PAID BY YOU:

- 1. Health Insurance: _____ 2. Utilities: _____ 3. Phone: _____ 4. Cable/Entertainment: _____
- 5. Groceries: _____ 6. School/extracurricular: _____ 7. Fuel: _____ 8. Vehicle(s): _____ Other _____

Signature of Party: _____ Date Signed: _____

MCF

_____))
Plaintiff))
Vs.) Case No: _____)
_____))
Defendant))

**NOTICE OF UNSUCCESSFUL MEDIATION
AND REQUEST TO BE PLACED ON NEXT AVAILABLE
DOMESTIC RELATIONS TRIAL DOCKET**

The undersigned party or counsel for a party hereby certifies that the parties scheduled a mediation with _____. All parties attended the mediation held on the ___ day of _____, 20___, but the mediation did not resolve all disputes between the parties. It is therefore requested that this case be set for trial on the next domestic relations available trial date.

Signature of party or counsel for party

[Certification of notice to opposing party or counsel]