


Cindy Mason, Clerk
Columbia County, Georgia

IN THE SUPERIOR COURT OF COLUMBIA COUNTY
STATE OF GEORGIA
DOMESTIC RELATIONS DIVISION

HALEY CROWE,)
Plaintiff,)
vs.)
WAYLAND BRAXTON WILLIS,)
Defendant.)

Civil Action File No.:
2025EDR _____

COMPLAINT FOR MODIFICATION OF VISITATION AND CHILD SUPPORT AND
FOR EMERGENCY EX PARTE RELIEF

COMES NOW, Plaintiff Haley Crowe and brings this her Complaint for Modification of Visitation and Child Support and for Emergency *Ex Parte* Relief and in support thereof respectfully shows the Court as follows:

1.

That Plaintiff is a resident of Columbia County, Georgia and submits herself to the jurisdiction of this Court for all purposes pled herein.

2.

That Defendant is a resident of Columbia County, Georgia and may be served with process at his residence located at 6124 Gavin Road, Appling Georgia 30802. Both Jurisdiction and Venue are appropriate in the Superior Court of Columbia County, Georgia.

3.

That Plaintiff and Defendant are formerly husband and wife

having been divorced by a "Final Order of Divorce" (hereinafter "divorce decree") entered August 10, 2023 by the Honorable J. Wade Padgett in that case styled *Haley Crowe vs. Wayland Braxton Willis*, Civil Action File Number 2022EDR0589, Superior Court of Columbia County, State of Georgia. Attached hereto as Exhibit "A" and incorporated herein by reference is a true and correct copy of said divorce decree.

4.

That Plaintiff and Defendant are the parents of one minor child, to wit: Wayland Brooks Willis, born in 2018.

5.

That the minor child resided with the parties from his birth until the parties' divorce. Since the entry of the divorce decree, the minor child has resided primarily with the Plaintiff, with Defendant having visitation pursuant to a modified Parenting Plan A.

6.

That no proceeding, other than the divorce action discussed herein, has ever been initiated concerning the custody of the parties' minor child and Plaintiff knows of no individual other than the parties to this action who has any claim of custody or visitation concerning said child.

7.

That since the entry the parties' divorce decree there have been changes in material conditions and circumstances which justify a modification and/or suspension of the Defendant's visitation rights, to wit: Upon information and belief, the Defendant is actively using and abusing illegal narcotics and was recently arrested by the Columbia County Sheriff's Office for Possession of Schedule One Controlled Substance. Upon further information and belief, Defendant has been taking the child to his place of employment, Southbound Smokehouse, a bar and restaurant in North Augusta, South Carolina, drinking alcohol there and then driving the minor child home. The Defendant has a significant substance abuse problem which has led him to seek treatment in the past and his lifestyle choices are subjecting the child to an unnecessary risk of long term emotional and physical harm.

8.

That Plaintiff requests that the Court immediately suspend the Defendant's visitation rights with the minor child, that the Defendant be ordered to immediately submit to an 18-panel hair follicle or nail bed drug screen, and that Defendant's visitation rights not be restored until such time as he is able to demonstrate a sustained and legitimate period of sobriety.

9.

That when/if Defendant's visitation rights are restored,

Plaintiff requests that the Court modify the terms of the parties' parenting plan in accordance with the best interest of the minor child.

10.

That there has also been a material change in the income and financial status of the parties and the needs of the child which justifies a modification of Defendant's child support obligation. Plaintiff requests that Defendant's child support obligation be modified pursuant to the Georgia Child Support Guidelines.

11.

That Defendant is in fear for the immediate safety and well being of the child and requests immediate, *ex parte* relief from the Court pending further hearings in this matter. Specifically, Plaintiff requests that Defendant's visitation rights be suspended on an emergency *ex parte* basis to protect the child from Defendant's use and abuse of illegal narcotics. Plaintiff further requests that Defendant be ordered to submit to an 18-panel hair follicle or nail bed drug screen prior to the date of the initial hearing.

12.

That it has been necessary for Plaintiff to hire an attorney to assist her in the prosecution of this Complaint and she is entitled to an award of her attorney's fees, costs and expenses of

litigation pursuant to O.C.G.A. § 19-9-3(g), 19-6-15(k)(5).

WHEREFORE, Plaintiff prays as follows:

- A) That process issue and the Defendant be served according to law; and
- B) That a date be set for conference on the claims of the Plaintiff; and
- C) That Defendant's visitation rights be modified and/or suspended due to his use and abuse of illegal narcotics; and
- D) That Defendant's visitation rights only be restored upon Defendant's showing of a sustained and legitimate period of sobriety; and
- E) That when/if the Defendant's visitation rights are restored, Defendant only have such visitation rights which would serve the best interest of the child; and
- F) That Defendant's child support obligation be modified pursuant to the Georgia Child Support Guidelines; and
- G) That the Court issue an emergency, *ex parte* order which immediately suspends the Defendant's visitation rights; and
- H) That Plaintiff be awarded her reasonable attorney's fees, costs and expenses of litigation; and
- I) For such other and further relief as the Court deems

equitable and just under the circumstances.

This 17th day of January, 2025.



Adam D. Land
Georgia Bar Number 775211
Attorney for Plaintiff

Tisdale Middleton & Land Law Firm
207 N. Belair Road
Evans, Georgia 30809
Telephone (706) 869-1348
Facsimile (706) 869-9464

AUG 10, 2023 11:31 AM

Cindy Mason
Cindy Mason, Clerk
Columbia County, Georgia

IN THE SUPERIOR COURT OF COLUMBIA COUNTY
STATE OF GEORGIA

HALEY CROWE,
Plaintiff,

WAYLAND BRAXTON WILLIS,
Defendant.

)
)
)
) CIVIL ACTION NO.:
) 2022
) ~~2022~~-EDR-0589
)
)
)

FINAL ORDER OF DIVORCE

The above matter having come before the Court and it being shown that the parties hereto have reached an agreement whereby settling all outstanding issues between them. The Court finds that these parties are properly before the Court. The Court, after reviewing the evidence in this case, and finding that the parties have in fact reached an agreement therefore FINDS and ORDERS as follows:

FINDINGS OF FACT

The Court finds that this matter is properly before the Court on a Complaint for Divorce filed by the Plaintiff on June 28, 2022. Further, the Court finds that both Plaintiff and Defendant are properly before the Court and it further appearing that jurisdiction and venue were proper in this Court.

The Court further finds that the Plaintiff and Defendant have in fact reached an agreement through mediation settling all issues before the Court.

The Court further finds that the parties' marriage is irretrievably broken.

The Court further finds that there is one minor child born of this marriage, to wit:
Wayland Brooks Willis, born in 2018.



ORDER OF THE COURT

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED based upon evidence submitted as provided by the law, and 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 principals.

IT IS HEREBY CONSIDERED, ORDERED, AND DECREED by the court that the marriage contract heretofore entered into between the parties to this case, from and after this date, be and is set aside and dissolved as fully and effectually as if no such contract had ever been made or entered into. Plaintiff and Defendant, formerly husband and wife, in the future shall be held and considered as separate and distinct persons altogether unconnected by any nuptial union or civil contract, whatsoever.

The Plaintiff herein shall have the right to remarry and the Defendant shall have the right to remarry.

IT IS FURTHER ORDERED that the parties are granted joint legal custody of the minor child, with Plaintiff being the primary physical custodian. Defendant shall have visitation pursuant to the modified Parenting Plan A which is attached hereto and made a part hereof.


IT IS FURTHER ORDERED that Defendant shall pay child support to Plaintiff in the amount of \$200.00 beginning on August 1, 2023, and every month thereafter, in accordance with the Child Support Worksheets and Child Support Addendum, which are attached hereto and made a part hereof.

IT IS FURTHER ORDERED that no alimony is awarded to either party.

IT IS FURTHER ORDERED that the parties shall abide by the Memorandum of Understanding entered into, which is attached hereto and made a part hereof.

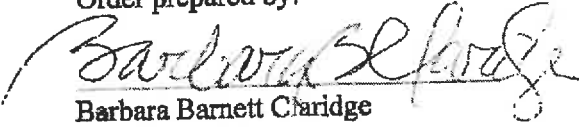
IT IS FURTHER ORDERED that any debt created by either party in their own name since the filing of the Petition for Divorce on June 28, 2022, shall be the sole responsibility of the individual who incurred the debt.

So Ordered this the ^{8th day of} ~~August~~ day of 2023.



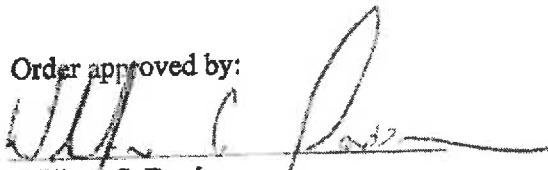
J. WADE PADGETT
Superior Court of Columbia County

Order prepared by:



Barbara Barnett Claridge
Attorney for Plaintiff
GA Bar No.: 126396
206 Pleasant Home Road
Augusta, GA 30907
(706) 860-4500
bclaridge@claridgelawfirm.com


Order approved by:




William C. Davison
Attorney for Defendant
GA Bar No.: 213470
629 Ronald Reagan Drive, Ste. B
Evans, GA 30809
(706) 210-0392

Agreed to this 27 day of July, 2023.


BARBARA BARNETT CLARIDGE
Attorney for Plaintiff


WILLIAM C. DAVISON
Attorney for Defendant


HALEY CROWE
Plaintiff


WAYLAND BRAXTON WILLIS
Defendant

SUPERIOR COURT OF COLUMBIA COUNTY, GEORGIA

AUG 10, 2023 11:31 AM

Civil Action File No. 2022EDR0589


 Cindy Mason, Clerk
 Columbia County, Georgia

HALEY CROWE,)
Plaintiff,)
)
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v.)
)
WAYLAND BRAXTON WILLIS,)
Defendant.)

PARENTING PLAN A

Instructions: This Parenting Plan is approved for use in the Columbia Judicial Circuit. This local form is substantially similar to the form set forth in Uniform Superior Court Rule 24.10. If there are substantive changes to the basic form, **bold and underline** the changes, and check here X .

Date of this plan: July 27, 2023

- The parties agree to the terms of this plan and affirm the accuracy of the information provided, as shown by their signatures at the end of this plan.
 This plan has been prepared or ordered by the judge.

This plan: is a new plan.
 modifies an existing Order: Court: _____
 Case No.: _____ Date: _____

This plan applies to the following minor child(ren) of the parties:

Child's Name	Year of Birth
WAYLAND BROOKS WILLIS	2018

I. CUSTODY AND DECISION MAKING

- A. Legal Custody shall be: [Check one]**
 joint.
 with the Mother, not joint.
 with the Father, not joint.

B. Primary Physical Custodian

For the child(ren) named below, the primary physical custodian shall be:

WAYLAND BROOKS WILLIS	<input checked="" type="checkbox"/> Mother	<input type="checkbox"/> Father	<input type="checkbox"/> Joint
	<input type="checkbox"/> Mother	<input type="checkbox"/> Father	<input type="checkbox"/> Joint
	<input type="checkbox"/> Mother	<input type="checkbox"/> Father	<input type="checkbox"/> Joint
	<input type="checkbox"/> Mother	<input type="checkbox"/> Father	<input type="checkbox"/> Joint
	<input type="checkbox"/> Mother	<input type="checkbox"/> Father	<input type="checkbox"/> Joint

For the purposes of this Parenting Plan, Mother, Father is designated as the "Custodial Parent". The other parent is the "Non-Custodial Parent".

C. Day-To-Day Decisions

A parent shall make decisions regarding the day-to-day care of the child(ren) while the child(ren) is/are residing with that parent, including any emergency decisions affecting the health or safety of the child(ren).

D. Major Decisions

Major decisions regarding each child shall be made as follows:

Educational decisions	<input type="checkbox"/> Custodial Parent	<input type="checkbox"/> Non-Custodial Parent	<input checked="" type="checkbox"/> joint
Non-emergency health care	<input type="checkbox"/> Custodial Parent	<input type="checkbox"/> Non-Custodial Parent	<input checked="" type="checkbox"/> joint
Religious upbringing	<input type="checkbox"/> Custodial Parent	<input type="checkbox"/> Non-Custodial Parent	<input checked="" type="checkbox"/> joint
Extracurricular activities	<input type="checkbox"/> Custodial Parent	<input type="checkbox"/> Non-Custodial Parent	<input checked="" type="checkbox"/> joint

E. Disagreements

If the parents have been ordered to have joint decision making in Section I(D) above, and should the parties be unable to agree after serious and meaningful consideration of each other's views:

the Custodial Parent shall have final decision making authority **non-emergency health care, extracurricular activities, and religious upbringing.**

the Non-Custodial Parent shall have final decision making authority **in regards to education decisions. Should the Non-Custodial Parent decide to put the minor child in private school, he shall be responsible for payment for the tuition.**

The party with final decision making authority does not have the authority to modify any of the visitation provisions specifically set forth herein. The number of extracurricular activities in which the child(ren) are enrolled must be reasonable.

II. PARENTING TIME/VISITATION SCHEDULES

The following schedule should not be construed as precluding other visitation or alternative arrangements. The best visitation plan is one the parties have agreed to, rather than one imposed by the Court. However, the Court will only enforce the strict terms of this Parenting Plan in the event of any future disagreements concerning visitation.

This parenting schedule begins on:

(X) date of this plan OR () _____
(date and time)

A. Parenting Time/Visitation-General

This visitation schedule is broken up into several different sections or types of visitation. Regardless of the age of the child(ren) whose custody is being addressed herein, this visitation schedule is organized to include visitation during the school year, during holidays from school and during summer. For all purposes herein, the following terms shall be applicable:

- 1) **Visitation during school year:** If the child(ren) are not enrolled in school, the published schedule of the local public school where the primary custodian resides shall be utilized. If the child(ren) are enrolled in school, the schedule of the school system in which the child(ren) is/are actually enrolled shall be utilized. In the event there is more than one child and the children are enrolled in schools which observe different schedules, the parties shall utilize a hybrid schedule that reflects the holidays which are common to all applicable school systems (the applicable schedule shall be referred to as the "School Year"). This schedule may also be referred to as the "Regular Schedule" or "Day-To-Day Schedule" herein.
- 2) **Visitation during Thanksgiving Break:** This period of visitation includes the dates that the applicable school system recesses for at least two consecutive school days in November of every year ("Thanksgiving Break"). This schedule begins to be applicable at 6:00 p.m. on the date that the Thanksgiving Break begins and ends at 6:00 p.m. on the Sunday after Thanksgiving.
- 3) **Visitation during Winter Break:** This period of visitation includes the dates that the applicable school system recesses for winter break and which includes December 25 of every year ("Winter Break"). This schedule begins to be applicable at 6:00 p.m. on the date that the Winter Break begins and ends at 6:00 p.m. on the day before school resumes.
- 4) **Visitation during Spring Break:** This period of visitation includes the dates that the applicable school system recesses for a full week in the month of March or April of every year ("Spring Break"). This schedule begins to be applicable at 6:00 p.m. on the day that school recesses for Spring Break and ends at 6:00 p.m. on the day before school resumes.
- 5) **Visitation during Summer:** This period of visitation includes the dates that the applicable school system recesses for at least one full month in the summer and is the period between academic years ("Summer Break"). The Summer Break begins to be applicable on the day that school recesses for Summer Break and ends at 6:00 p.m. five (5) days before school resumes.
- 6) **Weekend:** For purposes of this parenting plan, a weekend begins at 1:00 p.m. on Thursday and ends at 5:00 p.m. on Saturday. Non-Custodial Parent shall also have one Sunday a month from 9:00 a.m. to 5:00 pm, to be determined by the Custodial Parent.
- 7) **Weekday visitation:** Weekday visitation begins at 4:00 p.m. and ends at 7:30 p.m. The party with weekday visitation shall provide the child(ren)'s evening meal and complete any homework assigned for that evening.

B. Visitation during School Year: (Choose one of the following)

During the school year, the Non-Custodial Parent shall have at a minimum the following rights of parenting time/visitation (*choose an item*):

- The weekend of the first, third and fifth Friday (if any) of each month.
- Every other weekend starting the second weekend after the date of this plan.
- Every week.

Additionally, the Non-Custodial Parent shall have weekday parenting time/visitation on (*choose an item*):

- None
- One afternoon each week to be agreed upon by the parties. If the parties cannot agree, weekday visitation shall be on Tuesday.

C. Visitation during Thanksgiving Break: (Choose one of the following)

- Applicable Not applicable, the Day-to-Day schedule applies See Paragraph XI below

_____ In even-numbered years, the Non-Custodial Parent will have the child(ren) with him/her for the entire Thanksgiving Break. In odd-numbered years, the Custodial Parent shall have the child(ren) with him/her for the entire Thanksgiving Break.

OR

_____ The Custodial Parent Non-Custodial Parent shall have the child(ren) for the first period of Thanksgiving Break, beginning at the time that school recesses for Thanksgiving Break until 3:00 p.m. on Thanksgiving Day in odd-numbered years even-numbered years every year. The other parent will have the child(ren) for the second period of Thanksgiving Break, beginning at 3:00 p.m. on Thanksgiving Day until 6:00 p.m. on the evening before Thanksgiving Break ends. Unless otherwise indicated, the parties shall alternate the first and second periods of Thanksgiving Break each year.

D. Visitation during Winter Break: (Choose one of the following)

- Applicable Not applicable, the Day-to-Day schedule applies See Paragraph XI below

_____ The Custodial Parent Non-Custodial Parent shall have the child(ren) for the first period of Winter Break, beginning at the time that school recesses for Winter Break until December 26th at 10:00 a.m. in odd-numbered years even-numbered years every year. The other parent will have the child(ren) for the second period of Winter Break, beginning at 10:00 a.m. on December 26th until 6:00 p.m. on the evening before Winter Break ends. Unless otherwise indicated, the parties shall alternate the first and second periods of Winter Break each year. For the purpose of resuming visitation during the School Year, the parent who exercised visitation during the first half of Winter Break shall have the child(ren) with that parent on the first weekend following the end of Winter Break visitation. This is the only time that visitation during the School Year might be reset.

E. Visitation during Summer: (Choose one of the following)

Applicable Not applicable, the day-to-day schedule applies See Paragraph XI below

Unless the parties agree otherwise, visitation with the child(ren) during the Summer Break shall be alternated on a week-to-week basis. The first week of visitation during Summer Break begins on the Sunday after school recesses for the Summer Break at 6:00 p.m. and ends on the following Sunday at 6:00 p.m. The Non-Custodial Parent shall have the first week of Summer Break visitation. The Custodial Parent shall have the next week and the parties shall continue to alternate weeks of visitation during Summer Break thereafter. In all cases, the child(ren) shall be with the Custodial Parent for the last five consecutive days before Summer Break ends and the next School Year begins.

(X) Additional: Each parent shall be entitled to a one week extended period of time with the child for purposes of visitation. Each shall notify the other in writing of the week they wish to have no later than May 1, 2023. If the parents pick the the same week, then the Custodial Parent shall have the right to choose first in even years and the Non-Custodial Parent shall have the right to choose first in odd years.

F. Visitation during Spring Break: (Choose one of the following)

Applicable Not applicable, the day-to-day schedule applies See Paragraph XI below

_____ In odd-numbered years, the Non-Custodial Parent shall have the child(ren) for Spring Break. In even-numbered years, the Custodial Parent shall have the child(ren) for the entire Spring Break.

OR

 X The parties shall divide visitation during every Spring Break. ~~If the parties are unable to agree on visitation during the child(ren)'s spring break, the parent whose Regular Schedule of visitation would include the first weekend of Spring Break will have the child(ren) for that weekend through 12:00 noon on Wednesday.~~

In even-numbered years, the Custodial Parent shall have the minor child from Friday at the release of school until 12:00 p.m on Wednesday. At that time, the child will be returned to the other parent who will have visitation with the child for the remainder of Spring Break.

In odd-numbered years, the Non-Custodial Parent shall have the minor child from Friday at the release of school until 12:00 p.m on Wednesday. At that time, the child will be returned to the other parent who will have visitation with the child for the remainder of Spring Break.

G. Other holiday schedule:

The child(ren) shall be with Mother on every Mother's Day from 6:00 pm on the Saturday which precedes Mother's Day until 6:00 pm of Mother's Day. The child(ren) shall be with Father on every Father's Day from 6:00 pm on the Saturday which precedes Father's Day until 6:00 pm on Father's Day. This schedule will be maintained, regardless of which parent the children would have been with on that particular weekend under the Regular Schedule of visitation or under the schedule of visitation applicable to Summer Break.

H. School holidays that precede or follow weekend visitation during the school year

For the purposes of this parenting plan, if the Non-Custodial Parent exercises visitation during the School Year on a weekend in which there is a Friday and/or Monday school holiday which immediately precedes and/or follows his weekend visitation, Non-Custodial Parent's visitation shall include that Friday and/or Monday school holiday ("Holiday Extension"). For the purposes of this paragraph, a "school holiday" includes a teacher work day or other day in which students are not required to attend school and which is announced by the applicable school system before the end of the Non-Custodial Parent's normal weekend visitation. However, this Holiday Extension is only applicable to the schedule of visitation for the School Year and only applies to Friday and/or Monday. Therefore, the Holiday Extension does not include any additional school holidays which are not a Friday immediately preceding the regular weekend visitation during the School Year or a Monday that immediately follows a regular weekend visitation during the School Year.

III. COORDINATION OF PARENTING SCHEDULES

The parenting time/visitation awarded herein that is not included within the School Year takes priority over the schedule of visitation during the School Year. Therefore, unless specifically noted otherwise herein, there is no weekend or weekday visitation during Mother's/Father's Day, the Thanksgiving Break, the Winter Break, the Summer Break or the Spring Break.

IV. TRANSPORTATION ARRANGEMENTS

For all periods of visitation, the place of meeting for the exchange of the child(ren) shall be the home of the Custodial Parent, unless the alternate provision below is marked and a different meeting place is indicated.

_____ Alternate meeting place: _____

_____ Other: _____

V. CONTACTING THE CHILD

When the child(ren) is/are in the physical custody of one parent, the other parent will have the right to contact the child(ren) as follows:

A. Contact via telecommunications: The parent without the child(ren) may call/FaceTime the child(ren) AT ANY TIME THAT IS REASONABLE. The party without the child(ren) may not call more than one time per day except in emergency or exceptional circumstances. If the child(ren) is/are not available to talk on the telephone at the time of the call, the party without the child(ren) may leave a mature voice message or mature text message, requesting that the child(ren) return the call. If a mature message is left, the party with the child(ren) shall ensure that the phone call is returned on the same day that the message was left. The party without the child(ren) shall be reasonable in the time of the call, the frequency of the call and the duration of the call.

B. Recording not allowed: Neither party is allowed to record or monitor the communications between the other party and the child(ren) which occurs by telecommunications unless specifically authorized in this Parenting Plan.

VI. SUPERVISION OF PARENTING TIME (if applicable)

Applicable Not Applicable

Supervised parenting time shall apply during the day-to-day schedule as follows:

Place: _____

Person/Organization supervising: _____

Responsibility for cost of supervised visitation:

Custodial Parent Non-Custodial Parent Both equally

VII. COMMUNICATION PROVISIONS

A parent shall always have the current address, telephone number and cell phone number of the other parent. A parent shall promptly notify the other parent of a change of address, phone number or cell phone number. If a finding of family violence has been made, this notification may be made through a third party. A parent changing residence must give at least 30 days' notice of the change and provide the full address of the new residence.

If a parent is traveling with the child(ren) to a location that is outside of either the Augusta or Columbia Judicial Circuit and that trip will involve an overnight stay, he/she shall provide the other parent with reasonable information concerning the child(ren)'s whereabouts and how to contact the other parent in the event of an emergency. If travel is by air, he/she shall provide the other parent with the child(ren)'s flight information.

VIII. ACCESS RIGHTS TO RECORDS AND INFORMATION

Each parent shall have direct access to the child(ren)'s school, medical, dental and other records of every type, wherever they may be located, and shall have the right to discuss the child(ren) with doctors, teachers, administrators, coaches, youth leaders, and any and all other persons who are involved in any aspect of the child(ren)'s life/lives. Each parent shall have access to the child(ren)'s grades from school, as well as a schedule of the child(ren)'s curricular and extracurricular events, so that each parent shall be permitted and enabled to fully participate in all aspects of the life/lives of the child(ren) without first seeking the permission or input of the other parent. Each parent shall provide the other parent with all such schedules of curricular and extracurricular events or activities which are not reasonably available to the other parent. Each parent will inform the other of events and activities involving the child(ren) so that each parent will have an opportunity to attend if he/she so desires. Designation as a Non-Custodial Parent does not affect a parent's right to equal access to records and information.

The Custodial Parent shall ensure that the Non-Custodial Parent is listed as the first emergency contact on the child(ren)'s school or day care records if the Custodial Parent cannot be reached.

IX. MODIFICATION OF PLAN OR DISAGREEMENTS

The parties may, by mutual agreement, vary the parenting time/visitation; however, such agreement shall not be a binding court order or be construed as modifying a previous order. Custody and visitation shall only be modified by court order. If the parents disagree about this parenting plan or wish to modify it, they must make a good faith effort to resolve the issue between themselves.

X. CONDUCT OF PARTIES

The parties shall always promote the welfare and best interest of the child(ren), and shall confer with each other on all important matters relating to the child(ren). The parties shall not do anything which will or may tend to estrange the child(ren) from the other party. Neither parent shall, directly or indirectly, encourage the child(ren) not to visit with the other parent, or otherwise interfere with the other party's rights of custody or visitation. The parties shall use their best efforts to amicably resolve disputes which may arise.

In the event that a child develops a serious illness or injury while visiting with one parent, the parent who has the child with them at the time of the injury or illness shall promptly inform the other parent of the child's condition. Emergency surgery necessary for the preservation of life or to prevent a further serious injury or condition may be performed without the other parent's consent; provided, however, that if time permits, the other parent shall be consulted and, in any event, he/she shall be informed as soon as possible. Non-emergency surgery shall be performed on a child only after the parties have conferred with each other.

Neither party shall consume illegal drugs or excessive amounts of alcohol when the child(ren) is/are in his or her custody. Neither party shall operate a motor vehicle under the influence of alcohol or any other substance which impairs the ability to drive when the child(ren) is/are in his or her custody.

XI. ADDITIONAL PROVISIONS

- **Thanksgiving:** Custodial Parent shall have the minor child from 2:00 p.m. until 7:00 p.m. and Non-Custodial Parent shall have the minor child from 9:00 a.m. until 2:00 p.m.
- **Christmas Eve:** Non-Custodial Parent shall have the minor child from 1:00 p.m. on Christmas Eve until 8:00 p.m. Custodial Parent shall have the minor from 8:00 p.m. on Christmas Eve until 1:00 p.m. on Christmas Day. Non-Custodial Parent shall have the minor child from 1:00 p.m. on Christmas Day until 6:00 p.m.
- **If either parent has to be away from the minor child overnight during their periods of custody and/or visitation, they will give the other parent the right of first refusal to keep the child.**

Mark one, if applicable:

 If the Non-Custodial Parent intends to exercise visitation privileges, he/she shall provide the Custodial Parent with no less than forty-eight (48) hours' advance notice of his/her intent. If the Non-Custodial Parent or Designee listed below is more than thirty (30) minutes late picking the child(ren) up at the designated time and has not contacted the Custodial Parent regarding emergency circumstances causing the delay, the Custodial Parent may then make alternative plans for the child(ren) for that visitation period.

 X If the Non-Custodial Parents intends not to exercise visitation privileges, he/she shall provide the Custodial Parent with no less than forty-eight (48) hours' advance notice of his/her intent. If the Non-Custodial Parent or Designee listed below is more than thirty (30) minutes late picking the child(ren) up at the designated time and has not contacted the Custodial Parent regarding emergency circumstances causing the delay, the Custodial Parent may then make alternative plans for the child(ren) for that visitation period.

Other Additional Provisions:

XII. INCORPORATION INTO JUDGMENT

It is contemplated that this Parenting Plan will be incorporated into a temporary or final judgment in this case. If there is any conflict between any such judgment and this Parenting Plan or any written agreement between the parties, the judgment shall control. If there is any conflict between this Parenting Plan and any written agreement between the parties, this Parenting Plan shall control.

XIII. AGREEMENT OF THE PARTIES *[if applicable]*

The parties hereby knowingly and voluntarily agree to the terms of this Parenting Plan. If signed by a party, the party affirms that the information he/she has provided in connection with the preparation of this Parenting Plan is true and correct.

 [If applicable, this paragraph must be marked.] The parties hereby agree that if a disagreement arises with regard to the terms of this Parenting Plan, prior to seeking a modification, the parties shall attempt to resolve said disagreement through the Columbia Judicial Circuit's alternative dispute resolution program or any other mediation acceptable to the parties and the Court.

Haley G. Crane
Mother

Wayne B. W.
Father

7/27/2023
Date Signed

7-27-2023
Date Signed

IN THE SUPERIOR COURT OF COLUMBIA COUNTY
STATE OF GEORGIA
DOMESTIC RELATIONS DIVISION

2022EDR0589

AUG 10, 2023 11:31 AM


Cindy Mason, Clerk
Columbia County, Georgia

HALEY CROWE,
Plaintiff,

vs.

WAYLAND BRAXTON WILLIS,
Defendant.

CIVIL ACTION NO.
2022EDR0589

CHILD SUPPORT ADDENDUM

Instructions. The form of this addendum has been approved for use in the Columbia Judicial Circuit. Each paragraph with options and/or blanks must be completed. Do not delete paragraphs which do not apply. If there are substantive changes to the basic form, bold and underline the changes and check here. _____

This addendum must be incorporated into the final judgment. The amount of child support and the frequency of payment must be included in the final judgment.

This child support addendum may become a part of a judgment in the above-styled action (the "Child Support Order"). The Child Support Order includes any agreement of the parties and other documents incorporated therein. The requirements of OCGA § 19-6-15 have been applied in determining the amount of child support. The *Child Support Worksheet* and schedules thereto (collectively, the "Worksheet") attached hereto or filed contemporaneously herewith are a part of this addendum. Unless otherwise provided in the Child Support Order, the facts, data and calculations shown on the Worksheet shall become findings of the Court.

1. **Number of Children.** The number of children for whom support is being provided is shown on the Worksheet. *[If child support is being determined for only one child, "children" and associated grammar shall be read as if written in the singular, where appropriate.]*
2. **Custodial/Noncustodial Parent:** The Noncustodial Parent for child support purposes is shown on the Worksheet. The other parent is the Custodial Parent.
3. **Gross Income.** The monthly Gross Income of both parents is shown on the Worksheet. *[If income was imputed based on minimum wage or earning potential, give particulars in Paragraph 20.]*
4. **Child Support Amount.** FATHER shall pay child support to MOTHER in the amount of \$200 per month beginning AUGUST 1, 2023. Unless otherwise provided in the Child Support Order, child support is payable in two equal installments on the 1st day and the 15th day of each month, or in installments which correspond with the Noncustodial Parent's pay schedule, but at least monthly.

5. Duration of Child Support. Unless otherwise provided in the Child Support Order, with respect to each child, the obligations hereunder to pay child support, maintain health insurance, and pay uninsured health care expenses shall continue until the child reaches eighteen years of age, dies, marries or otherwise becomes emancipated; provided that, if a child reaches eighteen years of age before completing secondary school, the obligations to pay child support, maintain health insurance, and pay uninsured health care expenses for the child shall continue as long as the child is enrolled in and attending secondary school on a fulltime basis, but shall terminate when the child reaches twenty years of age.

6. Child Care Expense. If there are allowed Work Related Child Care Costs, the amount thereof is shown on the Worksheet. Each parent's pro rata share and the amount actually paid by each parent are shown on the Worksheet. The proportionate amount for each parent has been added to such parent's share of the Basic Child Support Obligation. The amount actually paid by each parent has been deducted from such parent's share of the Basic Child Support Obligation. The amount resulting from the foregoing process is the parent's share of the Presumptive Amount of Child Support, unless there is an adjustment for Health Insurance. Child care costs shall be paid by the Custodial Parent to the child care provider, unless the Worksheet shows that the Noncustodial Parent is paying same, in which event, the Noncustodial Parent shall pay the child care costs to the provider.

7. Health Insurance Availability. *[Check (a), (b) or (c) and complete.]*

_____ (a) Health insurance for the children is available at a reasonable cost to _____ through _____. As long as health insurance remains available to such parent at a reasonable cost, such parent shall maintain such insurance on all the children.

_____ (b) Health insurance for the children is available at no cost to _____ through _____. As long as such health insurance remains available to such parent, such parent shall maintain such insurance on all the children. If health insurance ceases to be available at no cost, but becomes available to either parent at a reasonable cost, such parent shall maintain health insurance on all the children. The premiums for such insurance shall be paid by the parties in the same percentages and in the same manner as uninsured health care expenses are required to be paid hereunder. (other than Medicaid or PeachCare for Kids)

XX (c) [Only Medicaid or PeachCare for Kids available.] Health insurance for the children is not available to either party at a reasonable cost at this time, except Medicaid or PeachCare for Kids. The Custodial Parent shall maintain Medicaid or PeachCare for Kids on the children. If health insurance for the children later becomes available to either parent at a reasonable cost, such parent shall maintain health insurance on all the children. The premiums for such insurance shall be paid by the parties in the same percentages and in the same manner as uninsured health care expenses are required to be paid hereunder.

_____ (d) [No health insurance available.] Health insurance (including Medicaid and PeachCare for Kids) for the children is not available to either party at a reasonable cost at this time. If health insurance (including Medicaid or PeachCare for Kids) for the children later becomes available to either parent at a reasonable cost, such parent shall maintain health insurance on all the children.

The premiums for such insurance shall be paid by the parties in the same percentages and in the same manner as uninsured health care expenses are required to be paid hereunder.

8. Health Insurance Premiums. If there are allowed Health Insurance premiums, the amount thereof is shown on the Worksheet. Each parent's pro rata share and the amount actually paid by each parent are shown on the Worksheet. The proportionate amount for each parent has been added to such parent's share of the Basic Child Support Obligation. The amount actually paid by each parent has been deducted from such parent's share of the Basic Child Support Obligation. The amount resulting from the foregoing process is the parent's share of the Presumptive Amount of Child Support, unless there is an adjustment for Work Related Child Care Costs.

9. Health Insurance Benefits. The party who maintains health, dental or vision insurance on the children shall provide the other party with an insurance identification card or other acceptable proof of insurance coverage and shall cooperate with the other party in submitting claims under the applicable policy. All money received by either party for claims shall be paid within five days after receipt to the other party (if the other party paid the applicable health care service provider) or to the applicable health care provider (if the provider has not been paid by one of the parties).

10. Uninsured Health Care Expenses. Plaintiff shall pay 50% and Defendant shall pay 50% of all uninsured health care expenses incurred for the children. "Uninsured health care expenses" means uninsured medical expenses including, but not limited to, health insurance copayments, deductibles, and such other costs as are reasonably necessary for orthodontia, dental treatment, asthma treatments, physical therapy, vision care, and any acute or chronic medical or health problem or mental health illness, including counseling and other medical or mental health expenses, that are not covered by insurance. The party who incurs an uninsured health care expense for a child shall provide verification of the amount to the other party. The other party shall reimburse the incurring party (or pay the health care provider directly) for the appropriate percentage of the expense within 15 days after receiving verification of the expense.

11. Deviations *[Check (a) or (b).]*

 (a) None of the Deviations permitted by OCGA § 19-6-15 applies in this case.

 XX (b) One or more of the Deviations permitted by OCGA § 19-6-15 apply in this case.

12. Deviations other than Low Income: *[If there are Deviations other than low income, check (a) or (b). If (b) is selected, each part must be completed.]*

 XX (a) The Worksheet sets forth the reasons for the Deviation(s), how the application of the guidelines would be unjust or inappropriate considering the relative ability of each parent to provide support, how the best interest of the children is served by the Deviation(s), and that the Deviation(s) will not seriously impair the ability of Custodial Parent to maintain minimally adequate housing, food and clothing for the children and to provide other basic necessities. *[Use*

this paragraph if Schedule E, Sections B, C & D are completed. Do not use this paragraph if the only Deviation is the Low Income Deviation.]

_____ (b) Deviation(s) should be allowed for _____

_____ The application of the Presumptive Amount of Child Support would be unjust and inappropriate without the above Deviation(s) because _____

_____ The Deviation(s) will serve the best interest of the children because _____

_____ The Deviation(s) will not seriously impair the ability of the Custodial Parent to maintain minimally adequate housing, food, and clothing for the children and to provide other basic necessities. *[Use this paragraph if Schedule E, Sections B, C & D are not completed. Do not use this paragraph if the only Deviation is the Low Income Deviation.]*

Each Deviation shown on the Worksheet or set forth above is justified. Consideration has been given to all includable income of each parent, all reasonable expenses of each parent, and the financial impact of each Deviation upon each parent. The Presumptive Amount of Child Support that would have been required by OCGA § 19-6-15 if no Deviations had been applied is shown on the Worksheet.

13. Low Income Deviation. *If a Low Income Deviation is shown on the Worksheet, the Noncustodial Parent has demonstrated no earning capacity or that his or her pro rata share of the presumptive amount of child support would create an extreme economic hardship for such parent. The court weighed the income and all attributable and excluded sources of income, assets, and benefits and all reasonable expenses of each parent, the relative hardship that a reduction in the amount of child support paid to the Custodial Parent would have on the Custodial Parent's household, the needs of each parent, the needs of the child for whom child support is being determined, and the ability of the Noncustodial Parent to pay child support. The court has granted a downward deviation to attain an appropriate award of child support which is consistent with the best interest of the child. This Deviation will not seriously impair the ability of the Custodial Parent to maintain minimally adequate housing, food, and clothing for the children and to provide other basic necessities. This Deviation is in the best interest of the children because it will facilitate the Noncustodial Parent's ability to maintain a standard of living which will promote the parent-child relationship.*

14. Qualified Child Adjustment. *If a Qualified Child adjustment to Gross Income is shown on the Worksheet, the adjustment was permitted because the parent receiving it has one or more children living in the parent's home who satisfy the requirements therefor, and failure to allow the adjustment would cause substantial hardship to the parent. Such adjustment is in the best interest of the children for whom child support is being awarded because it provides more funds available to the parent to maintain an acceptable standard of living.*

15. Social Security Benefits. *If Title II Social Security benefits for the children from the account of the Noncustodial Parent are shown on the Worksheet, such benefits shall be counted as child support payments, and shall be applied to the child support to be paid by such parent. If the amount of benefits received is less than the amount of support ordered, the Noncustodial Parent shall pay the amount exceeding the Social Security benefit. If the amount of benefits received is equal to or more than the amount of support ordered, the Noncustodial Parent's responsibility is met and no further support shall be paid. Any Title II benefits received by the Custodial Parent for the children's benefit shall be retained by the Custodial Parent for the children's benefit, and shall not be used as a reason for decreasing the amount of child support or reducing arrearages.*

16. Parenting Time. The amount of the Noncustodial Parent's parenting time provided by the Child Support Order is approximately: *[Check (a), (b) and/or (c), as applicable.]*

_____ (a) Parenting Plan A. -- approximately 95 days and 38 afternoons per year.

_____ (b) Parenting Plan B -- approximately 65-90 days per year, depending upon the amount of summer visitation granted.

XX (c) PARENTING PLAN A MODIFIED *[Number of days, afternoons, etc.]*

17. Continuing Garnishment for Child Support. Whenever, in violation of the terms of the Child Support Order, there has been a failure to make child support payments, so that the amount unpaid is equal to or greater than the amount payable for one month, child support may be collected by the process of continuing garnishment for child support.

18. Income Deduction Order. *[Check (a), (b) or (c).]*

XX (a) There is good cause, or the parties have agreed, not to require an Income Deduction Order at this time. Income deduction will not serve the children's best interest. The Noncustodial Parent shall pay child support directly to the Custodial Parent. The Custodial Parent may request an Income Deduction Order if there is a delinquency equal to one month's support.

_____ (b) An Income Deduction Order for payment of child support shall be entered by the Court pursuant to OCGA § 19-6-32. The Income Deduction Order shall take effect if there is a delinquency equal to one month's support. The Income Deduction Order may be enforced by serving a "Notice of Delinquency" as provided in OCGA § 19-6-32 (f).

_____ (c) An Income Deduction Order for payment of child support shall be entered by the Court pursuant to OCGA § 19-6-32. The Income Deduction Order shall take effect immediately upon entry by the Court.

19. Emancipation. Child support has been determined for 1 children in this case. When the number of children for whom child support is owed decreases, the amount of support shall decrease as follows:

~~When there are only *three* children for whom child support is owed, the Noncustodial Parent shall pay child support of \$ _____ per month beginning on the due date of the next child support payment.~~

~~When there are only *two* children for whom child support is owed, the Noncustodial Parent shall pay child support of \$ _____ per month beginning on the due date of the next child support payment.~~

~~When there is only *one* child for whom child support is owed, the Noncustodial Parent shall pay child support of \$ _____ per month beginning on the due date of the next child support payment.~~

The foregoing is not intended to restrict either parent's right to seek a modification of child support under applicable law.

20. Additional Provisions. *[If these Additional Provisions conflict with other provisions of this addendum, the Additional Provisions shall control.]*

21. Incorporation into Judgment. It is contemplated that this child support addendum will be incorporated into a judgment this case. If there is any conflict between such judgment and this addendum or any written agreement between the parties, the judgment shall control. If there is any conflict between this addendum and any written agreement between the parties, this addendum shall control. If the Worksheet conflicts with this addendum, this addendum shall control.

GEORGIA CHILD SUPPORT WORKSHEET
SUPERIOR COURT OF COLUMBIA COUNTY
STATE OF GEORGIA

AUG 10, 2023 11:31 AM

Cindy Mason
 Cindy Mason, Clerk
 Columbia County, Georgia

Haley Crowe
 PLAINTIFF
 vs.
 Wayland Braxton Willis
 DEFENDANT

Civil Action Case No.: 2022EDR0589
 DHS/DCSS Case No.:
 Comments For Court:

Type of Action: Initial Action Initial Order Date

CHILD NAME	YR OF BIRTH	STATUS	CHILD NAME	YR OF BIRTH	STATUS
01. Wayland Brooks Willis	2018	Included			

Number of Included Children: 1 Noncustodial Parent: Wayland Braxton Willis
 Submitted By: Defendant Nonparent Custodian:

	Haley Crowe	Wayland Braxton Willis	Total
1. Monthly Gross Income	\$2,793.00	\$2,860.00	\$5,653.00
2. Monthly Adjusted Income	\$2,793.00	\$2,860.00	\$5,653.00
3. Pro Rata Shares of Combined Income	49.41%	50.59%	100.00%
4. Basic Child Support Obligation (from the Table)			\$960.00
5. Pro rata shares of Basic Child Support Obligation	\$474.34	\$485.66	
6. Adjustment for Work Related Child Care and Health Insurance Expenses			
7. Adjusted Child Support Obligation	\$474.34	\$485.66	
8. Adjustment for Additional Expenses Paid			
9. Presumptive Amount of Child Support	\$474.34	\$485.66	
The Amount on Line 9 is the Presumptive Child Support Amount			
10. Deviations From Presumptive Child Support Amount: Deviation Type(s) Used: 'Specific-NonSpecific Deviation'		\$-286.00	
11. Subtotal	\$474.34	\$199.66	
12. Social Security Payments to Children (excludes Supplemental Security Income (SSI))			
13. Final Monthly Child Support Amount (rounded to whole number)	\$474.00	\$200.00	
The Amount on Line 13 is the Final Child Support Amount			
14. Percentages for each parent for future Uninsured Health Expenses	50.00%	50.00%	

Schedules

- A Gross Income
- B Adjusted Income
- C Not in use
- D Additional Expenses
- E Deviations From Presumptive Amount

Attached

Not Applicable

-
-
-
-
-

-
-
-
-
-

Haley Crowe v. Wayland Braxton Willis

Submitted By: Defendant

CACN: 2022EDR0589

Worksheet

Georgia Child Support Calculator v 1.2

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08/3/2023 09:44 am

**CHILD SUPPORT SCHEDULE A
GROSS INCOME**

Schedule A - All amounts/data that display on Schedule A were entered using the Online Child Support Calculator and can only be changed by selecting the button "Open This Worksheet." All income on Schedule A is in monthly amounts. The totals from Line 24 of this schedule will display on Line 1 of the Worksheet.	Haley Crowe	Wayland Braxton Willis	Combined
1. Salary and Wages (Will not include means-tested public assistance, such as TANF or food stamps)	\$2,793.00	\$2,860.00	
24. TOTAL GROSS MONTHLY INCOME Total will automatically display here, Line 1 of Worksheet and Line 1 of Schedule B	\$2,793.00	\$2,860.00	\$5,653.00

**CHILD SUPPORT SCHEDULE E
DEVIATIONS AND SPECIAL CIRCUMSTANCES**

Specific and Nonspecific Deviations - High Income and Other Amounts			
2(a).	High Income - Combined Adjusted Income of the parents that is greater than \$30,000/month will display for the court/jury to consider.		\$
The amount of any requested deviation must display in the noncustodial parent's column. Only amounts listed in the noncustodial parent's column will affect the final child support calculation. Requested deviation amounts will display as a "positive (+)" number for an upward deviation or as a "negative (-)" number for a downward deviation. The numbers represent the amounts you want the court to consider as requested deviations from the Presumptive Amount of Child Support.			
Specific Deviation Type	Requested By	Proposed Deviation Amount	Judicial Discretion Applied
01. Nonspecific	Wayland Braxton Willis	\$-286.00	
Specific Deviation Requested By Haley Crowe:		Specific Deviation Requested By Wayland Braxton Willis:	\$-286.00
Judicial Discretion Deviation For Haley Crowe:		Judicial Discretion Deviation For Wayland Braxton Willis:	

Total Allowable Deviation			
		Haley Crowe	Wayland Braxton Willis
14.	Important Requirement About Deviations - No Deviation is permitted unless all three Findings of Fact questions ((B), (C), and (D)) have been answered for EACH requested deviation		\$-286.00
B. Would the presumptive amount be unjust or inappropriate?			
Yes, because the father will be exercising an extended Parenting Plan			
C. Would deviation serve the best interests of the children for whom support is being determined?			
Yes, in order for the father to have more time with the child			
D. Would deviation seriously impair the ability of the CUSTODIAL Parent or NONPARENT Custodian to maintain minimally adequate housing, food and clothing for the children being supported by the order and to provide other basic necessities?			
No, because the father will have the child an extended period of time.			

VERIFICATION

Personally appeared before the undersigned, an officer duly authorized to administer oaths, **Haley Crowe**, Plaintiff, after first being duly sworn, deposes and says that the allegations contained in the above and foregoing **Complaint for Modification of Visitation and Child Support and For Emergency Ex Parte Relief** are true and correct to the best of her knowledge and belief.

Haley Crowe
Haley Crowe
Plaintiff

Sworn to and subscribed before me
this 17 day of January, 2025.

Heather Stubblefield
Notary Public

My Commission Expires: 10/18/26

