

**IN THE SUPERIOR COURT OF FULTON COUNTY  
STATE OF GEORGIA**

<b>AUDINE ADINAH WYNN,</b>  <b>Plaintiff,</b>  <b>v.</b>  <b>WILLIAM RANDOLPH WYNN,</b>  <b>Defendant.</b>	<b>CAFN:24CV003114</b>
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**FINAL JUDGMENT AND DECREE OF DIVORCE**

**I. FINDINGS OF FACT**

This matter came before the Court for a bench trial via Zoom on September 5, 2024, on the issues within the Plaintiff's Complaint for Divorce. The Plaintiff, Audine Wynn, was present and represented by counsel, Lacey M. Briasco. The Defendant did not appear. The Court finds that the Defendant, William Wynn, received notice of the Final Hearing via Statutory Electronic Service from the Court, as well as from the Plaintiff's counsel. Further, the Plaintiff's counsel also sent a text to the Defendant, as per the Order of the Court, informing him of the hearing on September 5, 2024, and directing him to check his email for additional information as to the hearing. The Court notes that the Defendant also failed to appear for the 30-day Status Conference and the 60-day Status Conference, despite receiving proper notice of said events.

The Court heard testimony and reviewed evidence presented by the Plaintiff. The Court heard testimony that the parties were married on June 18, 1982, separated in May of 2022, and have been living in a bona fide state of separation since then, with no hope of reconciliation. Based on the evidence presented, the Court finds that the marriage is irretrievably broken. The Court finds that Fulton County, Georgia is the proper venue and jurisdiction for this action. Further, the Court finds and Orders as follows:

**II. MARITAL RESIDENCE**

The Court finds that the parties have a marital residence located at 6685 Smoke Ridge Drive, College Park, Georgia 30349. The Court heard evidence that the residence is deeded in the

names of both parties and that there is no mortgage or loan on the property. The Court hereby finds that the entirety of the equity within the residence is marital. The parties are Ordered to place the marital residence on the real estate market for sale for fair market value on or before October 1, 2024, and same shall remain on the open market for sale until same is sold and closed upon. In the event the parties are unable to agree to a real estate agent on or before September 10, 2024, the Plaintiff is Ordered to provide the Defendant with three names of real estate agents and the Defendant shall select an agent from the names provided. In the event the Defendant does not select a name within seven (7) days of being provided a list from the Plaintiff, the Plaintiff may select a real estate agent of her choosing. In the event the parties are unable to agree as to the listing price, the listing price shall be determined by the real estate agent based on comps for the area. Any offers within 3% of the listing price shall be accepted.

All showings during the hours of 9:00 am and 8:00 pm shall be allowed and neither party shall unreasonably delay the sale or withhold permission for the sale of same. Further, the house shall be kept in show ready condition. The Defendant shall allow the Plaintiff and the real estate agent access to the marital residence. Until such time that the house is sold, the Defendant shall be solely responsible for and pay all household expenses, repairs, taxes, insurance, and maintenance, including the utilities.

Upon the sale of the residence, all net equity (after any real estate commissions and closing costs, etc.) shall be split evenly between the parties (i.e. 50/50).

### **III. THE PARTIES' BANK ACCOUNTS, PENSIONS, AND 401(K)S**

#### **1) Parties' Bank Accounts**

The Court Orders that the parties shall close their joint Georgia United Credit Union account within seven (7) days of the entry of this Order. The Defendant is awarded 100% of any funds in said account as of the date of the parties' Final Hearing, if any. Each party shall retain sole and exclusive use of any bank accounts in his or her respective sole names, as well as the funds contained therein.

#### **2) Social Security and Veteran's Affairs Benefits**

Each party shall retain his or her Social Security benefits. Further, the Defendant shall retain his Veteran's Affairs Benefits.

### **3) The Plaintiff's United Kingdom Pension**

The Court finds that the Plaintiff has a Pension Plan from the United Kingdom that was established premaritally, in its entirety. The Plaintiff is awarded 100% of her United Kingdom Pension.

### **4) The Plaintiff's Georgia State Retirement/Pension**

The Court finds that the Plaintiff has a retirement account/pension through the State of Georgia, in which she is currently receiving approximately \$787.00 per month. The Court finds that this asset was accrued during the marriage. The Plaintiff is awarded 100% of her retirement/pension with the state of Georgia.

### **5) The Defendant's Delta Airlines Pension**

The Court finds that the Defendant has a pension with Delta Airlines, to wit: the Delta Master Retirement Trust, in which he is currently receiving approximately \$788.00 per month. The Court finds that this pension was accrued during the course of the marriage. The Court hereby awards the Plaintiff 100% of the Defendant's Delta Airlines Pension (Delta Master Retirement Trust). In the event the pension/retirement in which the Defendant receives a monthly payment from is known as other name, this Paragraph shall still pertain to said account. The Plaintiff, with the Defendant's cooperation, shall prepare and execute a QDRO or Pension Division Order for said pension plan, for submission to this Court for signature no later than thirty (30) days following the entry of this Order. The Plaintiff shall be responsible for drafting the QDRO or Pension Division Order. The parties shall work with Matt Lundy, Esq. or another qualified attorney to prepare a Pension Division Order. The attorney's fees related to the preparation and submission of this QDRO or Division Order shall be divided equally between the parties. This Court shall retain jurisdiction for purposes of processing said Division Order.

### **6) The Defendant's Lockheed Pension**

The Court finds that the Defendant has a pension with Lockheed, in which he is currently receiving approximately \$974.00 per month. The Court finds that the Plaintiff was married to the Defendant for the duration of his employment with Lockheed. The Defendant is awarded 100% of his Lockheed Pension.

#### **IV. VEHICLES**

##### **1) Plaintiff's 2004 Nissan Altima**

The Court finds that the 2004 Nissan Altima is normally driven by the Plaintiff. The Court further finds that the title for the vehicle is in the Plaintiff's name. The Plaintiff shall have exclusive use, possession, and ownership of the 2004 Nissan Altima, and shall be solely responsible for any debt(s) associated with same, including insurance.

##### **2) Defendant's Vehicle**

The Court finds that the Defendant recently purchased a new vehicle, which is in his sole name. The Defendant shall have exclusive use, possession, and ownership of this vehicle, and shall be solely responsible for any debt(s) associated with same, including the vehicle loan and insurance. The Defendant shall indemnify the Plaintiff and hold her harmless thereon any debt or loan associated with said vehicle.

#### **V. PERSONAL PROPERTY**

The Court finds that the parties accumulated certain marital assets and chattels during their marriage. The Plaintiff is hereby awarded the following items from the marital residence: family photos, dishes and glassware, record player/radio, the treadmill, the leather sofa and chair, the exercise weights, the blue casserole pot, the recipe books, and all of her personal belongings remaining in the residence. The remaining items in the marital residence shall be divided equally between the parties. In the event the parties are unable to agree as to the division of said property, the Court hereby Orders the parties to attend binding arbitration as to the division of the property within the marital residence. The cost of the arbitration and arbitration fees shall be split equally between the parties. The arbitration shall take place within sixty (60) days of this Final Judgment.

The parties shall work together to make arrangements for the Plaintiff to retrieve her items from the marital residence within 30 days from the date of the Final Hearing.

#### **VI. MARITAL DEBT**

The Court finds that there are no joint debts. The Court hereby Orders that each party shall be responsible for any debt in his or her respective name and for any debts or costs associated with their own personal property. Each party shall fully indemnify and hold harmless the other party against any claims, debts, or liabilities associated with their respective debts.

**VII. ATTORNEYS FEES**

The Court finds that the Plaintiff is entitled to an award of a portion of her attorney's fees in accordance with O.C.G.A. § 19-6-2. The Court hereby Orders the Defendant to pay Four Thousand Dollars and Zero Cents (\$4,000.00) to the Plaintiff towards the Plaintiff's attorney's fees. The Defendant shall pay the \$4,000.00 to the Plaintiff within thirty (30) days of this Final Judgment. Said payments shall be made directly to the Plaintiff.

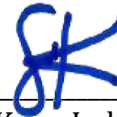
**VIII. MAIDEN NAME RESTORATION**

The Court hereby finds that the Plaintiff's maiden name shall be restored to AUDINE ADINAH PRESCOD.

**WHEREFORE**, in consideration of this case, and upon evidence submitted and provided by law, it is the judgment of the Court that that a total divorce be granted between the parties to this case,

**IT IS HEREBY ORDERED** that the marriage contract entered between the parties is hereby set aside from this date and is fully dissolved. Plaintiff and Defendant in the future shall be held and considered as separate and distinct persons, altogether disconnected by any nuptial union or civil contract whatsoever, and both shall have the right to remarry. Accordingly, this Court has the authority to and grants the parties a divorce *a vinculo matrimonii*, upon the grounds that the marriage is irretrievably broken, pursuant to O.C.G.A. § 19-5-3(13).

**SO ORDERED**, this 5<sup>th</sup> day of September, 2024.



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Scott M. Kaye, Judge  
Superior Court of Fulton County

Prepared by:

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