

FILED
FEB 11 2011
CLERK
SUPREME COURT

COMMONWEALTH OF KENTUCKY
SUPREME COURT
NO. 2010-SC-0053-D

KERRY DREW WOODSON

APPELLANT

v.

BRIEF FOR THE APPELLEE, KIMBERLA WOODSON

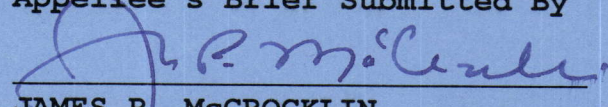
KIMBERLA WOODSON

APPELLEE

* * * * *

APPEAL FROM
KENTUCKY COURT OF APPEALS
OPINION NO. 2008-CA-001706-MR

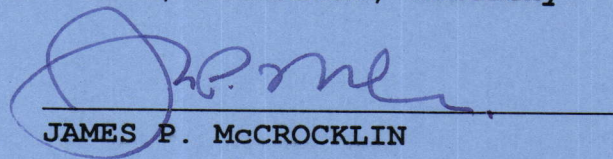
Appellee's Brief Submitted By


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Counsel for Appellee,
Kimberla Woodson

CERTIFICATE OF SERVICE

This is to certify that a true copy of the foregoing was this 10th day of February, 2011, mailed to the Honorable Dolly Wisman Berry, Judge, Jefferson Circuit Court, Family Division Four, The Judicial Center, 700 West Jefferson Street, Louisville, Kentucky 40202; Honorable Michael R. Slaughter, Counsel for Appellant, 734 South First Street, Louisville, Kentucky 40202; and Sam Givens, Clerk of the Court of Appeals, 360 Democrat Drive, Frankfort, Kentucky 40601.


JAMES P. McCROCKLIN

STATEMENT CONCERNING ORAL ARGUMENT

Appellee does not wish to present oral argument.

COUNTERSTATEMENT OF POINTS AND AUTHORITIES

STATEMENT CONCERNING ORAL ARGUMENT i

COUNTERSTATEMENT OF POINTS AND AUTHORITIES ii

COUNTERSTATEMENT OF THE CASE 1-2

DAME V. DAME, 628 S.W. 2d 625 (Ky., 1982). 2

ARGUMENT 3

CONCLUSION 4

APPENDIX

COUNTERSTATEMENT OF THE CASE

The Appellee accepts the Appellant's procedural Statement of the Case and provides the following additional information.

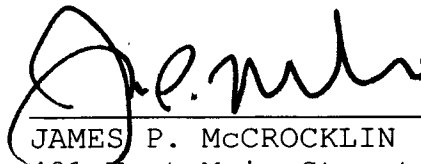
The parties were divorced on September 16, 2005 by Decree entered at pages 102-103 of the Record on Appeal. The Trial Court had, on December 20, 2004, entered a Default Judgment against the Appellant, which was subsequently adopted by the parties as their agreement, approximately one year later on September 7, 2005, which may be found at pages 144-149 of the Record on Appeal. In the Property Settlement Agreement, as well as the Default Judgment, paragraph 8 dealt with maintenance:

"The Court, having considered the Petitioner's high-school education, limited vocational training, and the fact that the Petitioner is the sole caregiver to the parties' one special needs child who is medically incapable of attending day care or babysitter, hereby awards maintenance to the Petitioner from the Respondent in the amount of \$338.00 per month for a period of five years, taxable to the Petitioner and tax deductible to the Respondent, effective September 20, 2004."

The Appellee continues to be the sole caregiver of the parties' special needs child, Samantha Woodson, who requires constant care and monitoring. The Appellee remains unemployed and the non-modifiable maintenance awarded to the

Appellee of \$338.00 per month for a period of five years, expired on September 20, 2009. Should this Court overturn Dame v. Dame, 628 S.W. 2d 625 (Ky., 1982), Appellee could seek modification and/or extension of the original maintenance award. Therefore, Appellee declines to plead further.

Respectfully submitted,



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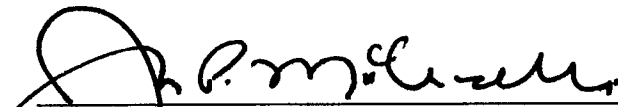
ARGUMENT

None presented.

CONCLUSION

The Appellee respectfully declines to plead further.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "J.P. McCrocklin", written over a horizontal line.

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