

Rel: June 9, 2023

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ALABAMA COURT OF CIVIL APPEALS

OCTOBER TERM, 2022-2023

CL-2022-0916

Lasheena Crenshaw

v.

Donald Lee Crenshaw, Jr.

Appeal from Montgomery Circuit Court
(DR-20-900412.01)

FRIDY, Judge.

Lasheena Crenshaw ("the mother") appeals from a judgment of the Montgomery Circuit Court ("the trial court") modifying a prior divorce judgment by awarding her and her former husband, Donald Lee Crenshaw, Jr. ("the father"), joint legal and joint physical custody of their

child, D.L.C. ("the child"). The mother also challenges the trial court's decision to the extent that it refuses to require the father to reimburse her for certain mortgage payments she made; holds her in contempt for having failed to make payments on a certain loan; and terminates the child-support payments she had been receiving from the father. For the reasons set forth herein, we affirm the judgment in part and reverse it in part.

Background

The mother and the father divorced on March 1, 2021, when the child was eight years old. An agreement between the parties that was incorporated into the divorce judgment awarded the mother sole physical custody of the child. They also agreed on a division of marital property and debts. Among other things, they agreed that the mother was to be awarded the marital residence and that the father would sign a quitclaim deed giving up his interest in the residence.

In June 2021, the mother provided the father with notice of her intent to move with the child from Montgomery to Hampton, Georgia, because, she said, she had obtained a teaching job there, and it was closer to her cousin. The mother is from Los Angeles, California, and said that

she did not have family living in Montgomery, so she wanted to live closer to her cousin. The mother also testified that she had worked as a teacher at a Montgomery high school for twelve years and that she would earn approximately \$10,000 a year more in the job that she had been offered in Georgia.

The father objected to the proposed relocation. At the hearing on that issue, the father learned that the mother had remarried and that her husband lived in Hampton, near Atlanta. The mother acknowledged that she had been engaged before the divorce judgment was entered. The marriage had been kept a secret from the child because, the mother said, she did not want the father to press the child for information about her new husband. The trial court permitted the mother to move with the child to Georgia in August 2021, before the start of the new school year.

On August 26, 2021, the mother filed a petition for a rule nisi asserting that the father was in contempt for failing to sign a quitclaim deed conveying his interest in the marital residence to her, as directed in the divorce judgment. The mother stated that she had a buyer for the marital residence and that the father's delay in signing the quitclaim deed was causing her undue hardship.

On September 7, 2021, the father answered the mother's petition for a rule nisi, explaining that he believed that the mother had intended to move to Georgia even when she had negotiated the settlement agreement and that she had entered into that agreement in bad faith. He also sought to have the divorce judgment that incorporated that agreement set aside, alleging that the mother had acted fraudulently in negotiating the agreement. Specifically, the father said that he had agreed to letting the mother have sole physical custody of the child and to have the marital residence in the belief that the mother and the child would continue to live there, and he could be actively involved with the child. He asked the court to enter an injunction prohibiting the mother from selling the marital residence until his claim for fraud, which he had filed with his answer, could be determined. At the same time the father sought to have the divorce judgment set aside, he also filed a petition to modify custody and to have the mother held in contempt for refusing to make payments on a loan used to pay off her credit-card debt.

In addition to the evidentiary hearing on the mother's request to relocate with the child, which the trial court held in July 2021, the trial court held two additional evidentiary hearings concerning the parties'

various claims. With the agreement of the parties, the trial court decided to hear the father's action to set aside the divorce judgment first and then to hear the parties' respective contempt claims and the father's request to modify custody, reasoning that if it granted the relief the father had requested in his motion to set aside the divorce judgment, the parties' other claims would be moot.

The trial court held a hearing on the father's action to set aside the divorce judgment on February 14, 2022. On March 9, 2022, the trial court entered an order providing that, although the evidence indicated that the mother had acted fraudulently in withholding information during the parties' settlement negotiations, the mother's fraud did not constitute fraud on the court, and the father's action was therefore untimely under Rule 60(b)(3), Ala. R. Civ. P.

In the interim between the hearing on the father's action to set aside the divorce judgment and the hearing on the parties' remaining claims, the mother's petition for a rule nisi based on her allegation that the father had not signed the quitclaim deed as directed appears to have been resolved without a hearing because the father executed the quitclaim deed once the trial court denied his request to set aside the

divorce judgment. Indeed, at the outset of the trial on the remaining claims, which the trial court held over two days in April and May 2022, the following colloquy occurred:

"THE COURT: We have taken care, I think, of the issues, Ms. Moore [, the mother's attorney], that you all had, for the most part in y'all's petition; is that correct?"

"MS. MOORE: Yes, ma'am.

"THE COURT: And the house has been taken care of, and y'all have got everything y'all needed for that?"

"MS. MOORE: Yes, ma'am."

The trial court then identified the remaining issues as those of custody and the issue asserted in the father's contempt claim, i.e., the payment of the loan used to pay off certain debt.

At the trial on the remaining claims, both parents acknowledged that they could not communicate with one another and that neither parent trusted the other. The father said that he and the mother did not speak at all and only communicated through email so that everything could be documented. The father testified that he believed that the mother had acted "deceitfully" and under "deceptive pretenses" in moving with the child to Georgia, pointing out that the mother had remarried before the move but had kept the marriage from the child and from him.

The mother admitted that, when she moved, she had provided the father with "the minimum information" regarding the reason for the move. The father said he was concerned that the child lived in a house with a man she had known for only a few months. The child also had a six-year-old stepbrother who lived in the house in Georgia.

The mother testified that, before she moved to Georgia, the father did not exercise his visitation on the weekends for which he was scheduled. Once she and the child moved, the mother said, she brought the child to Montgomery for each scheduled visitation except on one occasion when the child had an event and the father had agreed to forego that visitation. The father said that he had missed two or three scheduled weekend visitations that the wife had not permitted him to make up despite his requests to do so. The mother testified that one of the weekends the father suggested to make up a missed visit was the mother's birthday weekend and it "was an inconvenience," so she suggested another weekend, which, she said, "was combated with another suggestion." The father read from an e-mail he had sent to the mother indicating that the mother had previously prevented him from exercising one visit because the daughter had "a very important hair

appointment." He said that other visits were missed because of the child's cheer schedule. The father also complained that the child would sometimes go at least a week without talking to him or otherwise communicating with him.

The father also testified that he felt like he was being replaced in the child's life by the mother's husband and that the mother was attempting to alienate the child from him. He said that, although the child did not know the mother's husband until after the mother remarried, the child already called the man "Dad." The child's last name was listed as the mother's husband's last name on her electronic tablet. The mother testified that she allowed the child to call her husband whatever made the child comfortable but that she had told the child the father would be upset if the husband was referred to as "Dad." She also said that the husband's last name was automatically generated on the child's electronic tablet because he had purchased the device.

The child testified in camera that she called the father "Daddy" and the mother's husband "Dad." She said that the mother had not instructed her to call her husband "Dad" but that she did say to call him whatever she felt comfortable calling him. The child also said that the mother's

husband bought her things because he loved her and that the father bought her things in an attempt to convince her to move back to Montgomery. The child told the trial court that she liked living in Georgia because there was more to do in and around Atlanta but that she missed seeing the father. She told the trial court that she would like to spend more time with him.

The father said that the mother had failed to abide by the terms of the divorce judgment because she had not listed him as an emergency contact at the child's school in Georgia. The father said that he wanted to be on the list because, if an emergency occurred at the child's school, he wanted to be notified as quickly as possible. The mother acknowledged that she had not included the father as an emergency contact for the child because, she said, he lived too far away to be effective. The mother said she had informed the child's school that the father could receive information about the child.

The father presented evidence indicating that, until the COVID-19 pandemic, the child had made good grades at the elementary school she had attended in Montgomery but that her grades had slipped in Georgia. He acknowledged that the child had made low marks in physical

education and visual arts at her Montgomery school during the pandemic, but he attributed those grades to the difficulty involved in submitting the required information to the school in those subjects.

The child's grades at her school in Georgia showed that she was making "insufficient progress" and performing "significantly below grade-level standards" in both math and reading literacy. The father said that he believed that the decline in the child's grades was due in part to the fact that she was "cheering" and going to cheer practice every evening and making videos on a video-sharing internet-based application instead of focusing on her schoolwork. The father said that he sent the mother an e-mail expressing his concerns and asking whether the child had a tutor. The mother sent the father an e-mail in response, "thanking" him for his concern "all of a sudden" and telling him that she would appreciate him not sending her e-mails to address what she characterized as his "fake concerns."

The mother told the father in an e-mail that, in contrast to the child's grades in Montgomery, the child's grades in Georgia were "exceptionally better." However, the mother testified that the school the child attended in Georgia determined that the child needed "some one-

on-one attention" and "individualized learning." The mother also said that the child had been "struggling" in her elementary school in Montgomery, but that, despite being a good school, educators there had not provided the child with the support she had needed.

The mother said that the child had failed to complete multiple assignments during the father's scheduled visitation weekends. The father testified that there had not been any issues with the child completing homework assignments, and the child, who was in the fourth grade, testified that she did not have homework on any weekends.

The father explained that he did not believe that the child would suffer many ill effects from moving back to Alabama from Georgia if the trial court were to award him custody. He explained that the child had lived in Georgia for only about eight months and had not made many close friends yet. He said that the child had told him there were fights on the school bus and that she had been pushed down at school. During the in camera interview, the child talked with the trial judge in chambers and said that she had seen fights on the school bus, but she did not get involved in them. She also denied that she had been pushed at school.

The father is a Montgomery firefighter who works a twenty-four-hour shift followed by forty-eight hours off. He said that he had been a firefighter for twenty-one years and was eligible to retire. He testified that he would be willing to retire or to change positions within the fire department if necessary to care for the child. He said his sister was able to care for the child while he was working his shift. He said that he also had extended family in Greenville that was available to assist him. He noted that the mother was from Los Angeles and that the only family she had in Georgia was her cousin, who she did not see often. The father opined that he was able to care for the child as well as the mother could and that, in his opinion, it would be in the child's best interests to return to Montgomery to live with him.

As to the father's contempt claim against the mother, he testified that, in 2019, she had asked him to obtain a loan so that she could pay off more than \$51,000 in credit-card debt. The father said that the mother gave him a written loan-consolidation plan, which was when he learned that she had more than ten high-interest credit cards, including some issued by retailers. The father said that he did not know what the wife had spent the money on.

The father testified that, because of the mother's debt, she was unable to obtain a consolidation loan, so he took out a \$35,000 loan at what is now PNC Bank ("the PNC loan") to enable the mother to pay off some of her high-interest debt.¹ He said he first deposited the money into his account at a credit union and then moved the money into the mother's account at that credit union. As part of the divorce agreement, the father said, the mother and he agreed that she would be responsible for repayment of that loan because the proceeds were being used to pay off the credit-card debt that she had incurred. The divorce agreement states, in pertinent part: "Each party shall be responsible for the payment of his or her respective debts that they have personally incurred. On each debt for which a party is responsible, that party shall indemnify and hold harmless the other therefrom."

The father said that the mother made the monthly payments of \$740 on the PNC loan until June 2021, then stopped making the payments when she remarried and moved to Georgia. When the mother stopped making the payments on that loan, the father said, he began

¹The father obtained the loan from Compass Bank, which later became BBVA Bank and then PNC Bank.

making the payments because he did not want the mother's failure to pay the loan to affect his credit score negatively. The father asked the trial court to direct the mother to reimburse him for the \$8,049.53 he had paid PNC Bank and to pay off the balance of the PNC loan.

The mother acknowledged that the listed credit cards were in her name and that she was no longer able to charge on those accounts. She denied that she had benefited from the debt incurred on those cards. The mother also conceded that she had tried to obtain a home-equity line of credit but was unable to do so because, she said, she needed the father's permission. However, she said, the PNC loan was used to pay "joint bills." She said that when the parties entered their agreement, they intended for each party to be responsible for their individual debt. Because the PNC loan was in the father's name, the mother said, she did not have to pay it. She also said that the loan proceeds were never placed in her bank account, as the father had testified.

Regarding the mother's motion to have the father held in contempt for his failure to execute a quitclaim deed to the marital residence, although the mother's attorney advised the trial court that the issues in that motion had been taken care of, the mother testified during the trial

that she had put the marital residence on the market in June or July 2021. She said that she had had "about five" contracts on the marital residence between then and when the father executed the quitclaim deed. The two contracts to purchase the marital residence submitted into evidence both indicated the closings for the purchase were planned for December 2021.² The mother testified that the father's delay in executing the quitclaim deed had caused her to have to pay the monthly mortgage of \$1,384 for nine or ten months, costing her about \$23,000.³

On May 20, 2022, the trial court entered a judgment modifying the divorce judgment. It found that there had "been attempts to interrupt the father's ability to parent the child," which, the trial court said, were not in the child's best interests. It also found that the child was close to both

²As mentioned, on March 9, 2022, the trial court entered a judgment finding that the father's action to set aside the divorce judgment based on the mother's fraudulent representations was untimely. The father executed the deed immediately thereafter.

³The record does not support the mother's figure of \$23,000. Assuming that the mother put the marital residence on the market in June 2021, having already paid the mortgage for that month, and immediately received an offer, the most she would have paid before the father executed the quitclaim deed in March 2022 would have been \$11,072 (8 months x \$1,384 = \$11,072). The mother did not explain how she arrived at \$23,000.

parents and that it was crucial that those close relationships be maintained, but "[i]n the family's current state, it is not possible." The trial court modified the child's custody by awarding the mother and the father joint legal and joint physical custody, with the child living with the mother during the school year, and with the father during the entire summer, fall, and spring breaks. It awarded the mother visitation with the child during the summer, and it maintained the prior visitation schedule for the father when school was in session. The trial court's judgment stated that the change in custody was intended to "promote a healthy, close bonded relationship with both parents without causing an interruption in the child's day-to-day life or schooling." The trial court also vacated the previous child-support award, awarded no child support, and required each party to pay the expenses for the child's educational, medical, and extracurricular activity needs while the child was in his or her care. The trial court required the parties to divide evenly any large educational, extracurricular, or medical expenses, such as braces.

Regarding the PNC loan, the trial court found that the father took out that loan to consolidate the mother's credit-card debt. It also found that there was "ample evidence" that they had agreed that the mother

was responsible for the loan. Accordingly, the trial court ordered the mother to reimburse the father the \$8,049.53 that he had paid toward the loan after, the trial court said, the mother "inexplicably stopped paying" and to refinance the PNC loan in her name. The trial court also directed the mother to pay the husband's attorney a fee of \$6,120 for the cost of litigating the modification and contempt action.

As to the mother's petition for a rule nisi regarding the father's refusal to execute the quitclaim deed, the trial court noted in the judgment that the father had challenged the legitimacy of the agreement that had been incorporated into the divorce judgment, claiming that the mother had fraudulently induced him to enter into that agreement. The trial court stated that, although it agreed with the father's assertion, it denied the father's petition to set aside the divorce judgment, because it was untimely. The trial court further stated that, as soon as it had entered its order denying the father's petition, the father had executed the quitclaim deed. Thus, it denied the mother's petition for a rule nisi.

The mother filed a timely motion to alter, amend, or vacate the judgment. After a hearing, the trial court amended the judgment to incorporate an agreement that the parties had reached regarding a

holiday-visitation schedule. It also found the father in contempt for failing to abide by the terms of the divorce judgment relating to the sale of the marital home, but it did not set forth any consequences for the father as a result of that contempt.

The mother filed a timely notice of appeal to this court.

Standard of Review

When a trial court hears ore tenus testimony, this court will presume on appeal that the trial court's findings on disputed facts are correct, and we will not reverse its judgment based on those findings unless the judgment is palpably erroneous or manifestly unjust. Fadalla v. Fadalla, 929 So. 2d 429, 433 (Ala. 2005). However, the presumption of correctness we apply under the ore tenus rule to the trial court's fact findings does not extend to the trial court's conclusions of law or to its application of the law to the facts. Id.

In reviewing judgments involving determinations of child custody, "the trial court is in the better position to consider all of the evidence, as well as the many inferences that may be drawn from that evidence, and to decide the issue of custody." Ex parte Bryowsky, 676 So. 2d 1322, 1326 (Ala. 1996). "[A]ppellate review of a judgment modifying custody when

the evidence was presented ore tenus is limited to determining whether there was sufficient evidence to support the trial court's judgment."

Cheek v. Dyess, 1 So. 3d 1025, 1029 (Ala. Civ. App. 2007).

Analysis

The mother contends that the trial court erred in not awarding her monetary reimbursement for mortgage payments that she made because of the father's delay in executing a quitclaim deed on the marital residence. At trial, she testified that the delay caused her to incur approximately \$23,000 in mortgage payments. The mother also argues that she should have been awarded an attorney fee. Initially, the trial court denied the mother's petition for a rule nisi because, it said, the father had already executed the quitclaim deed. In her motion to alter, amend, or vacate the judgment, the mother argued that the fact that the father had executed the quitclaim deed did not mean that he was not in contempt at the time she filed her petition. She asked the trial court to alter or amend the judgment "to state that the [father] was in contempt of the Final Order of Divorce, that [the father] purged himself of the contempt after the Court Order of the Fraud Issue, and award [the mother] attorney's fees for being forced to file this action in the court."

In its amended judgment, the trial court did find the father in contempt "for failing to follow the conditions of the [divorce judgment] as it relates to the selling of the marital home"; however, it took no action against the father. The judgment does not indicate whether the trial court found the father to be in civil or criminal contempt, but in her appellate brief, the mother discusses only civil contempt.

We first note that, in her motion for a rule nisi, the mother did not specifically seek reimbursement of the mortgage payments she made. Instead, she asked that the father immediately provide a quitclaim deed as ordered in the divorce judgment, and "other, further, different, and general relief as to which equity and good conscience that the Court deems necessary." The mother also failed to raise the issue in her postjudgment motion, in which she made no mention of wanting to be reimbursed for the mortgage payments she made during the time she claimed the father was in contempt.

To hold a party in civil contempt, the trial court must find that the party willfully failed or refused to comply with a lawful court order that, by its nature, is still capable of being complied with. Rule 70A(a)(2)(D), Ala. R. Civ. P. "Whether a party is in contempt of court is a determination

committed to the discretion of the trial court." T.L.D. v. C.G., 849 So. 2d 200, 205 (Ala. Civ. App. 2002). If a party is held in contempt, the court must provide a means for that party "to purge [itself] of contempt and a sanction in the event the [party] fails to purge [itself] of contempt." Id. at 207 (emphasis added); see also id. at 208 (Murdock, J., dissenting) ("[I]f a trial court has the discretion to determine whether to even hold a party in contempt, it is only logical that it has the discretion to take the lesser action of holding a party in contempt but abating the imposition of a penalty for that contempt."). Here, the father had already purged himself of contempt before the issue even came before the trial court for a hearing, and the trial court was not required to sanction him.

Moreover, at the time the mother filed her petition for a rule nisi, the father had challenged the validity of the divorce judgment's directive that he execute a quitclaim deed for the marital residence on the ground that the mother had fraudulently induced him to enter the agreement on which the divorce judgment was based. After the hearing on the father's action to set aside the divorce judgment, the trial court agreed with the father that the mother had committed fraud, but it determined that the

father's action had not been timely filed because the mother's conduct did not constitute fraud on the court. See Rule 60(b), Ala. R. Civ. P.

Based on the father's challenge to the validity of the divorce judgment and the trial court's determination that the mother had indeed engaged in fraudulent activity to induce the father to enter into the agreement, which was incorporated in that judgment, the trial court reasonably could have been convinced that, although the father did not immediately execute the quitclaim deed as ordered, he had already purged himself of that contempt, and, for reasons of equity, his failure to timely execute the quitclaim deed did not warrant the sanctions the mother requested. Under the facts of this case, we cannot say that the trial court abused its discretion in so concluding.

The mother also asserts that the trial court erred in refusing to award her an attorney fee in connection with her contempt action. Section 30-2-54, Ala. Code 1975, provides that a trial court, in its discretion, may award an attorney fee in a divorce case upon a finding of civil contempt. Rhodes v. Rhodes, 317 So. 3d 37, 46 (Ala. Civ. App. 2020). The trial court was not required to award the mother an attorney fee,

and, given the evidence before it, we cannot conclude that the trial court abused its discretion in refusing to do so.

The mother next contends that the trial court erred in finding her in contempt for her failure to make payments on the PNC loan. She argues that an order to make payments on a debt is not subject to enforcement through contempt proceedings, and, in so arguing, she relies on Null v. Null, 423 So. 2d 887, 888 (Ala. Civ. App. 1982), in which this court wrote that "contempt proceedings could not be utilized to enforce payment" of "only a debt."

The mother's reliance on Null is misplaced. Five years after this court decided Null, we decided Patterson v. Patterson, 518 So. 2d 739 (Ala. Civ. App. 1987), the holding of which "stands for the proposition that, absent the impermissible imposition of a sentence of incarceration as a sanction for contempt in failing to discharge a debt ... the trial court has the inherent power to enforce its judgment by any legal means," including finding a "recalcitrant party" in contempt. Ward v. Cranford, 169 So. 3d 1054, 1056-57 (Ala. Civ. App. 2014) (discussing Patterson, supra). In Ward, we determined that Patterson had implicitly overruled Null, and we concluded, consistent with Patterson, that contempt

proceedings are available to enforce monetary obligations under a divorce judgment. Id. In the present case, the trial court held the mother in contempt for her refusal to pay the PNC loan, but, in so holding, it did not order her incarcerated. Thus, it did not commit error in the manner the mother asserts.

The mother also appears to argue that the trial court should not have held her in contempt because the PNC loan was taken out in the father's name, and the divorce judgment required each party to pay their own respective debts. The mother fails, however, to cite any legal authority showing that, under the circumstances of this case, the trial court erred in concluding that the PNC loan, though taken out in the father's name, was properly the mother's obligation. We therefore cannot reverse the trial court's contempt holding against the mother on this ground. See Rule 28(a)(10), Ala. R. App. P.; Dykes v. Lane Trucking, Inc., 652 So. 2d 248, 251 (Ala. 1994).

Moreover, based on the evidence, the trial court reasonably could have concluded that the parties obtained the PNC loan for the sole purpose of paying off the more than \$50,000 in debt the mother had incurred on numerous credit cards that had been in her name only and

of which the father was unaware; that the only reason the loan was in the father's name was because the mother could not obtain a loan on her own; that the father transferred the loan proceeds into an account the mother owned; and that, once the father obtained the loan, the mother made the payments on it until she moved to Georgia with her new husband, at which point she stopped making the payments without explanation.

While the agreement between the parties provided that "[e]ach party shall be responsible for the payment of his or her respective debts that they have personally incurred," it did not assign responsibility for debt based on whose name the debt was in. "An agreement, including one merged into a divorce judgment, is ambiguous when it is reasonably susceptible to more than one meaning." Ex parte Littlepage, 796 So. 2d 298 (Ala. 2001). "Whether an agreement is ambiguous is a question of law to be determined by the trial court. If the agreement is susceptible to more than one meaning, then an ambiguity exists." Wimpee v. Wimpee, 641 So. 2d 287, 288 (Ala. Civ. App. 1994) (citation omitted). Here, the trial court reasonably could have determined that the agreement was ambiguous as to whether the party responsible for the repayment of their

"respective debts" was the person in whose name the debt was in or the person who personally incurred the debt. "The interpretation [of an ambiguous provision] made by the trial court is accorded a heavy presumption of correctness and will not be disturbed unless it is palpably erroneous." Id.

The trial court interpreted the agreement in a manner that made the party who incurred the debt responsible for the repayment of that debt; that is, it determined that the mother was responsible for the repayment of the PNC loan, the proceeds of which she was supposed to use to pay toward the credit-card debt she had incurred. The evidence supports such an interpretation. Therefore, we cannot say that the trial court abused its discretion in finding the mother in contempt for her failure to pay the PNC loan. For this reason, we likewise reject the mother's argument that the trial court erred in awarding the father any attorney fee, which argument she premises solely on her contention that the trial court erred in finding her in contempt. See § 30-2-54, Ala. Code 1975.

The mother next contends that the trial court erred in modifying the divorce judgment by awarding the father and her joint legal and

physical custody of the child. The parties agree that the standard discussed in Ex parte McLendon, 455 So. 2d 863 (Ala. 1984), applies in this case. McLendon requires that the noncustodial parent seeking a change in custody demonstrate that a material change in circumstances has occurred since the entry of the previous custody judgment, that the child's best interests will be materially promoted by a change of custody, and that the benefits of the change in custody will more than offset the inherently disruptive effect resulting from that change. McLendon, 455 So. 2d at 866.

In concluding that the father had demonstrated a material change in circumstances, the trial court found that, since the entry of the divorce judgment, the child had been moved some distance from the father, that she had been unable to see the father as often as she once had, and that there had "been attempts to interrupt the father's ability to parent the child." The trial court found that it was "not in the child's best interest to continue this way." The trial court also found that the child has a close bond with both parents and that it was crucial for those bonds to remain but, "in the family's current state, it is not possible."

In Wood v. Gibson, [Ms. 2210060, Apr. 8, 2022] ___ So. 3d ___ (Ala. Civ. App. 2022), this court quoted T.N.S.R. v. N.P.W., 170 So. 3d 684, 687 (Ala. Civ. App. 2014), to define "parental alienation" to include, among other things, "a condition resulting from a parent's actions that are designed to poison a child's relationship with the other parent." Here, the father bluntly testified that he felt like the mother's husband was replacing him in the eyes of the child. The relationship between the mother and the father was clearly acrimonious, and at trial, they referred to each other as Mr. Crenshaw and Mrs. Miller. There was little, if any, evidence to indicate that the mother attempted to foster or strengthen the relationship between the father and the child. Although the mother's husband was listed as an emergency contact for the child, the father was not. The mother did not prohibit the child from calling her husband "Dad." The trial court could have concluded that it was unlikely that an eight- or nine-year-old child decided on her own that the mother's husband, whom she had known for only a few months, had bought her things out of his love for her but that the father had bought her things only to convince her to move back to Montgomery. Based on the record before us, we conclude that the trial court reasonably could have found

that the mother was "poisoning the relationship" between the father and the child and that when the mother's actions in this regard are coupled with her move to another state, a change in custody was warranted.⁴ In short, we perceive no error in the trial court's conclusion that a material change had occurred since the entry of the divorce judgment, that it would be in the child's best interest to have more time with her father, and that the benefit of allowing the child more time with her father would more than offset any disruptive effect of the change. This is especially true given that the modification would not result in any change to the child's residential placement during the school year and effectively

⁴In her appellate brief, the mother takes exception to the trial court's comments during its in camera questioning of the child, which was out of the presence of both parents and their attorneys. Specifically, the mother contends that the trial court attempted to change the child's opinions about the father and the mother's husband. The colloquy the mother set out in her brief in support of her contention involved a discussion about the child calling the mother's husband "dad." We have read the transcript of the trial court's discussion with the child in full and conclude that the trial court was merely trying to put the child at ease while eliciting relevant information and to assure her that her father loved her. We find no legal basis for the mother's challenge to the quoted testimony, nor does the mother cite any authority to support her criticism.

merely increased the time the father could spend with her during breaks in her schooling.

Finally, the mother argues that the trial court erred in terminating the father's child-support obligation because, she says, in doing so the trial court did not abide by the child-support guidelines set forth in Rule 32, Ala. R. Jud. Admin. Specifically, the mother says that the trial court failed to state its reasons for deviating from the Rule 32 guidelines. She also contends that, although the trial court awarded the parties joint legal and joint physical custody, the child will still reside with her a majority of the time and, therefore, she says, the trial court erred in not awarding her child support.

In vacating the father's previous child-support obligation, the trial court directed each party to pay the expenses for the child's educational, medical, and extracurricular activity needs while the child is in his or her custody. In addition, the parties are to equally divide the cost of large medical, educational, or extracurricular expenses.

Matters related to child support, including modifications of a child-support order, rest soundly within the trial court's discretion and will not be disturbed on appeal absent a showing that the ruling is unsupported

by the evidence and thus is plainly and palpably wrong. Berryhill v. Reeves, 705 So.2d 505, 507 (Ala. Civ. App. 1997). Alabama's child-support guidelines are set forth in Rule 32, Alabama Rules of Judicial Administration. Rule 32 establishes a rebuttable presumption that the application of the guidelines results in the correct amount of child support. To rebut that presumption and award an amount of child support that deviates from the guidelines (including awarding no child support), the trial court must find, in writing, that applying the guidelines to determine child support in the case would be manifestly unjust or inequitable. Rule 32(A)(ii), Ala. R. Jud. Admin.

Discussing Rule 32, this court has written that "[a] trial court may deviate from the child-support guidelines in determining a child-support amount; however, any deviation is improper if it is not justified in writing." M.P. v. S.J., 772 So. 2d 477, 480 (Ala. Civ. App. 2000); see also Robinson v. Robinson, 795 So. 2d 729, 734 (Ala. Civ. App. 2001) ("A trial court's failure to follow the guidelines or to make written a finding that application of the guidelines would be unjust, is reversible error." (quoting State ex rel. Waites v. Isbell, 718 So. 2d 85, 86 (Ala. Civ. App. 1998))). Here, the trial court deviated from the Rule 32 guidelines when

it directed that no child support would be ordered and vacated all prior child-support orders. However, the trial court did not make a written finding that application of the guidelines would be unjust or inequitable. As a result, the judgment must be reversed and the cause remanded for the trial court to enter a new judgment regarding child support that either awards child support in the amount called for by the child-support guidelines or justifies in writing any deviation from such an award. Robinson, supra; Parker v. Parker, 946 So. 2d 480, 487-88 (Ala. Civ. App. 2006).

For the reasons set forth above, the judgment is reversed insofar as it declined to order child support in accordance with the Rule 32 guidelines without providing a written justification for that determination, and the cause is remanded with the above-indicated instructions. The remainder of the judgment is affirmed.

The mother's and the father's respective requests for an attorney fee on appeal are denied.

AFFIRMED IN PART; REVERSED IN PART; AND REMANDED WITH INSTRUCTIONS.

Thompson, P.J., and Moore, Edwards, and Hanson, JJ., concur.