

IN THE COURT OF APPEALS OF THE STATE OF MISSISSIPPI

NO. 2017-CA-01644-COA

JERRY CHRISTOPHER COLLADO

APPELLANT

V.

JENNIFER JORDAN COLLADO

APPELLEE

REPLY BRIEF OF THE APPELLANT

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INTRODUCTION

This Reply Brief does not attempt to set forth a response to the State's contentions that have been fully covered in Appellant's Brief. Only those points requiring additional comment will be raised to assist this Court in resolving the applicable issue.

REPLY ARGUMENT

The lower court erred in finding Jerry Christopher Collado was responsible for private school tuition.

At the trial of this matter the lower court ordered Jerry Christopher Collado ("Chris") to continue payment of private school tuition although he exercised the right to no longer pay said tuition pursuant to the clear and unambiguous language of the CCPSA.

The Appellant was required to pay the private school education of the minor children "so long as the parties jointly agree for the children to be enrolled in private school, including tuition and registration fees" (RE. 2, R.30).

In looking to the four-corners of the CCPSA it is not ambiguous. Chris should have only been responsible for payment of private school tuition *if he agreed to pay for same*. "When a contract is clear and unambiguous, this Court 'is not concerned with

what the parties may have meant or intended but rather what they said, for the language employed in a contract is the surest guide to what was intended.'" See *Iverson v. Iverson*, 762 So. 2d 329, 335 (Miss. 2000) (citing *Shaw v. Burchfield*, 481 So. 2d 247, 252 (Miss. 1985)).

Both parties were represented by counsel at the time the CCPSA was negotiated and executed. While Jennifer Collado may not agree with Chris' decision to *not* continue payment of private school, it *was* a decision he was legally afforded under the terms of the contract.

CONCLUSION

For the foregoing reasons and assignment of error set forth herein and in his *Brief* previously filed with the Court, Jerry Christopher Collado respectfully requests the Court reverse the lower court and affirmatively find that Mr. Collado had no duty to continue payment of private school education once he withdrew his agreement for payment of same.

Respectfully submitted,

By: /s/ Heather M. Aby
Heather M. Aby, His Attorney

CERTIFICATE OF SERVICE

The undersigned counsel does hereby certify that this day a true and correct copy of the foregoing *Brief* has been delivered to all counsel of record via MEC as well as to Honorable John C. McLaurin, Jr. via email.

So dated, this the 5th day of March, 2019.

Heather M. Aby

Counsel for Appellant Jerry Christopher Collado