BOOK 10965 PG 794

1738/459

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1998 APR 13 AM 10:23

RICHARD R. ROOKER, CLERK

B Murray D.C.

SHAHRAZAD MROUEH WORLEY,
Wife,

vs.

KEVIN JAMES WORLEY,
Husband.

No. 96D-1830

98 JUN -5 PM 3:31

FELIX Z. WILSON II, REGISTER
DAVIDSON COUNTY, TN.

IDENTIF. & REFERENCE

044715 6

FINAL DECREE

This cause came on to be heard on the ___th day of April, 1998, before the Honorable Marietta M. Shipley, Judge, upon the original Complaint for Absolute Divorce heretofore filed by Shahrazad Mroueh Worley, Answer and Counter Complaint filed by Dr. Worley, Mrs. Worley's Answer thereto, subsequent agreement of the parties to allow Dr. Worley to withdraw his Answer and Counter Complaint and Mrs. Worley's Answer thereto, and to allow Mrs. Worley to obtain a divorce on a non-contested basis. Upon submission to the Court of a written Marital Dissolution Agreement and a Parenting Plan, heretofore signed by the parties and from all of which the Court finds that Mrs. Worley shall be awarded a divorce upon the grounds of inappropriate marital conduct. It is, therefore,

ORDERED AND ADJUDGED by the Court that the bonds of matrimony heretofore subsisting between the parties be, and the same are, hereby forever and perpetually dissolved and the Complainant, **SHAHRAZAD MROUEH WORLEY**, is granted an Absolute Divorce and restored to all the rights and privileges of an unmarried person.

It is further **ORDERED AND ADJUDGED** by the Court, and the Court affirmatively finds, that the Marital Dissolution Agreement and the Parenting Plan heretofore signed by the parties and submitted to the Court does make equitable and sufficient provision for the division of the marital properties and adequate support for the minor child, and the Court approves the Agreement and incorporates the same herein verbatim as follows:

BOOK 10965 PG 795

FILED

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

96 APR 8 AM 10:52

RICHARD R. ROOKER, CLERK

D.C.

SHAHRAZAD MROUEH WORLEY

VS. NO. 96D-1830

KEVIN JAMES WORLEY

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Circuit Court for Davidson County, Tennessee, a Complaint for Absolute Divorce filed by **SHAHRAZAD MROUEH WORLEY,** hereinafter referred to as "Wife" against **KEVIN JAMES WORLEY,** hereinafter referred to as "Husband" under docket number 96D-1830, and

WHEREAS, these parties are presently living separate and apart and desire to enter into a marital dissolution agreement and tender same to the Court for approval, in the event a Decree of Divorce is granted in this cause, and

WHEREAS, both of these parties have been advised of their respective rights and responsibilities, one to the other,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

(1) **CONSIDERATION:** The consideration for this Agreement is the mutual promises and agreements herein contained.

(2) **NO INTERFERENCE:** Each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him/her.

(3) **TAX EXEMPT STATUS:** This agreement is a transfer of appreciated property between spouses in connection with a divorce, and is not a sale or exchange or other disposition, but represents a division of property by co-owners.

(4) **TRIAL:** Wife shall proceed to Court to obtain a divorce upon the grounds of irreconcilable differences.

(5) **CUSTODY:** All information concerning the care, custody and control of the minor child are found in the parenting plan attached hereto as

Exhibit "A", and made a part of this Marital Dissolution Agreement, by reference.

(6) **MARITAL RESIDENCE:** The parties own the marital residence located at 117 Woodmont Blvd., Nashville, Davidson County, Tennessee. The parties shall continue to own said property as tenants in common until their minor child reaches the age of twenty-two (22) years or until such time as the Wife remarries, moves from the home or the parties agree to sell said residence. During the remaining period of the parties' co-ownership of the property the Wife shall have possession of the home and shall reside there with the parties' minor child. The Husband shall pay the first mortgage to GE Capital in the approximate monthly sum of $800.00 (including property taxes and insurance) and for major repairs and maintenance. The parties shall equally share the cost of incidental repairs and maintenance. The Wife shall receive ONE HUNDRED FORTY THOUSAND DOLLARS ($140,000.00) from the proceeds of the sale of the home which is a portion of her share of the division of the marital assets. The Husband shall receive the remainder of the proceeds and pay any capital gains taxes which may be due. The Husband shall claim the mortgage interest payment as a deduction on his federal income tax return.

(7) **608 WAXHALL:** All right title and interest that Wife has, in and to the parties one-half interest in the rental property located at 608 Waxhall, Donelson, Tennessee shall be divested form her and reinvested in Husband in the fee simple absolute, Wife shall execute a quitclaim deed to effectuate the terms of this paragraph. Husband shall assume any liabilities owing thereon, and Husband shall hold Wife harmless and indemnify her form any responsibility owing thereon.

(8) **1906 OVERTON STREET:** All right, title and interest that Wife has, in and to this parties one-half interest in the rental property located at 1906 Overton Street, Old Hickory, Tennessee, shall be divested from her and reinvested in Husband in fee simple absolute. Wife shall execute a quitclaim deed to effectuate the terms of this paragraph. Husband shall assume any liabilities owing thereon, and Husband shall hold Wife harmless and indemnify her from any responsibility owing thereon.

(9) **808 HADLEY:** All right title and interest that Wife has, in and to the office building located at 808 Hadley, Old Hickory, Tennessee, shall be divested from her and reinvested in Husband in fee simple absolute. Wife

shall execute a quitclaim deed to effectuate the terms of this paragraph. Husband shall assume any liabilities owing thereon, and husband shall hold Wife harmless and indemnify her form any responsibility owing thereon.

(10) **DENTAL PRACTICE:** Husband shall be awarded his dental practices in Old Hickory and in Green Hills, including all cash, accounts receivable, furniture and equipment, free of any claim by Wife.

(11) **VEHICLES:** All right, title and interest that Husband has in and to the 1994 325 BMW, shall be divested from him and reinvested in Wife.

All right, title and interest that Wife has in and to the 1991 GEO Prism, the 1996 pickup truck and the sailboat, shall be divested from her and reinvested in Husband, and he shall assume any liability owing thereon, and hold Wife harmless and indemnify her form any responsibility owing thereon.

(12) **BANK ACCOUNTS:** Husband shall be awarded his individual checking and savings accounts at Old Hickory Credit Union, free of any claim by Wife. Wife shall be awarded her individual checking account at NationsBank, free of any claim by Husband.

(13) **INVESTMENTS:** Husband shall be awarded the IDS installment Certificate Account in the approximate sum of TEN THOUSAND SIXTEEN AND 90/100 DOLLARS ($10,016.90), free of any claim by Wife. Husband shall be awarded the Schwab Money Market Account, in the approximate sum of TWO THOUSAND TWO HUNDRED TWENTY-NINE DOLLARS ($2,229.00, free of any claim by Wife.

(14) **RETIREMENT ACCOUNTS:** Wife shall be awarded Husbands' IDS New Dimension Fund SEP/IRA in the approximate sum of TWENTY-TWO THOUSAND FIVE HUNDRED TWENTY-NINE AND 14/100 DOLLARS ($22,529.14), free of any claim by Husband. Wife shall be awarded Husband's IDS Managed Allocation Fund SEP/IRA in the approximate sum of SIXTEEN THOUSAND SIX HUNDRED FIFTY-THREE AND 64/100 DOLLARS ($16,653.51), free of any claim by Husband. A qualified Domestic Relations Order may issue to effectuate the terms of this paragraph.

Husband shall be awarded his IDS Diversified Equity Income SEP/IRA in the approximate sum of EIGHTEEN THOUSAND EIGHT HUNDRED FORTY-EIGHT AND 64/100 DOLLARS ($18,848.64), free of any claim by Wife.

(15) **LIFE INSURANCE:** Husband shall be awarded the following insurance policies free of any claim by Wife: Connecticut Mutual policy on Wife's life in the face amount of $150,000.00 with a cash value of approximately TWO THOUSAND SIX HUNDRED DOLLARS ($2,600.00); Connecticut Mutual policy on Husband's life in the face amount of $100,000.00 with a cash value of FOUR THOUSAND TWO HUNDRED DOLLARS ($4,200.00); State Farm policy on Husband's life in the face amount of $100,000.00 with a cash value of SEVEN HUNDRED NINETY-NINE AND 80/100 DOLLARS ($799.80); State Farm policy on Husband's life in the face amount of $200,000.00 with a cash value of EIGHT THOUSAND THREE HUNDRED SIXTY-TWO AND 59/100 DOLLARS ($8,362.59).

(17) **PERSONAL PROPERTY:** Each of the parties shall own the items of personal property in his/her possession free of any claim of the other.

All the furniture and furnishings in the marital home shall be the sole property of the Wife, free of any claim by Husband. The Husband's coin collection shall be his sole property, free of any clim by Wife.

(18) **DEBTS:** Husband shall be sole responsible for the following debts and holds Wife harmless and indemnifies her from any responsibility owing thereon:

F. Dulin Kelly, Attorney at Law	$ 8,224.60
NBC Equity Credit Line	
Acct.#5456140840501599	75,518.00
Advanta Nat. Bk. Acct.#5408273400066700	20,670.00
CitiCorp Bank Acct. #4271382103748832	24,850.00
MBNA America Acct. #5490990668670480	16,810.00
Discover Card Acct. #6011006070145439	19,638.00
Optima Acct.#373491145792008	11,207.00
Carolina 1st Bank Acct.#4071870009740558	7,534.00
Growild Landscaping	700.00
Dr. Sami Ismail	2,000.00
SIRCC, Inc.	5,300.00

Husband will immediately pay from his business account containing 50,000.00 cash received from the NBC Equity Credit Line the debts to Dulin

Kelley and TWENTY THOUSAND DOLLARS ($20,000.00) of the NBC Equity Credit Line debt which is a second mortgage on the marital home.

Each party shall be responsible for payment of any other debts incurred in his/her name individually and shall hold the other harmless and indemnify him/her from any responsibility owing thereon. Wife is permanently enjoined and restrained from signing Husband's name or using his name to obtain any credit in her name or from making any further extensions of credit in his name.

Wife further agrees to see Katrin Bean, CFP on a quarterly basis for a period of three years to assist her with her budget and finances. Husband will pay for up to two hours consultation for Wife with Ms. Bean.

(19) **ALIMONY:** Each of the parties waives the right to receive alimony from the other.

(20) **ATTORNEY'S FEES:** Husband shall pay his own attorney's fee and that of the Wife in the amount of $8,224.60 as set forth above.

(21) **COURT COSTS:** Any unpaid costs of this cause shall be paid by the Husband.

(22) **ENFORCEMENT PROVISION:** In the event either party has to petition the Court for enforcement of any of the provisions in this Agreement, then the party at fault shall be responsible for reasonable attorney fees, expenses and Court costs in the enforcement of same.

(23) **FAIRNESS OF AGREEMENT:** Both parties acknowledge that the provisions of this agreement are fair, adequate and satisfactory to each of them.

(24) **VOLUNTARY ACCEPTANCE:** The provisions of the Agreement and their legal effect have been fully explained to the parties by counsel and each party acknowledges that the Agreement is fair and equitable; that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

(25) **ENTIRE AGREEMENT:** This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants or undertaking other than those expressly set forth.

(26) **ACCEPTANCE BY THE PARTIES:** With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligations a nondischargeable debt under 11

USSC section 523 (a) (5) or section 523 (a) (15) of the U.S. Bankruptcy Code. The parties agree that with respect to the debts that they are assuming, each debtor has the ability to pay said debts from income not reasonable necessary for the maintenance or support of the debtor, or debtor's dependents, or own business. Each debtor also states that the benefit to the former spouse or child out weighs the determent that it could cause to said debtor.

(27) **COMPLETE DISCLOSURE:** Each party has made a full and complete disclosure of his or her assets and liabilities.

(28) **ESTATE WAIVER:** It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto and shall constitute a discharge from all claims arising out of their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdictions with respect to the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or right to act as administrator or executor of the other's estate except as provided by the terms of this Agreement. this agreement applies to all property now owned by Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

(29) **ADDITIONAL INSTRUMENTS:** Both parties agree to sign any and all deeds, titles, documents, or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have reach this Agreement in its entirety prior to the signing thereof, and that they have signed same voluntarily.

WITNESS OUR HANDS, this the ____ day of March, 1998, as to the Wife, and the 1 day of ~~March~~ April, 1998, as to the Husband.

Shahrazad M. Worley

SHAHRAZAD MROUEH WORLEY

Kevin James Worley

KEVIN JAMES WORLEY

STATE OF TENNESSEE)
COUNTY OF Sumner **)**

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within SHAHRAZAD MROUEH WORLEY, with whom I am personally acquainted, and who acknowledges that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Hendersonville Tennessee, this 27 day of March, 1998.

Lori A Allman-Moore
NOTARY PUBLIC

My Commission Expires: 1-4-2000

STATE OF TENNESSEE)
COUNTY OF DAVDISON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within KEVIN JAMES WORLEY, with whom I am personally acquainted, and who acknowledges that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 1st day of April, 1998.

Cindy Maniscalco
NOTARY PUBLIC

My Commission Expires: 1/20/99

EXHIBIT "A"

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

SHAHRAZAD MROUEH WORLEY) MOTHER)	**Case No. 96D-1830**
)	**PARENTING PLAN**
)	**( ) Presupposed (PPP)**
)	**( ) Temporary (PPT)**
KEVIN JAMES WORLEY)	**(X)Final Order (PP)**
FATHER)	

PARENTING PLAN

This Parenting Plan is:

(X) the final parenting plan signed by the court pursuant to a decree of dissolution entered on _____.

( ) the final parenting plan signed by the court pursuant to a decree of dissolution entered on _____ which modifies a previous parenting plan or custody decree.

( ) a temporary parenting plan signed by the court.

( ) proposed by Father.

I. GENERAL INFORMATION

This parenting plan applies to the following child:

Name	Birthdate
CASSANDRA ELIZABETH WORLEY	November 14, 1989

II. RESIDENTIAL SCHEDULE

These provisions set forth where the child shall reside each day of the year and what contact the child shall have with each parent.

2.1 PRE-SCHOOL SCHEDULE.

(X) There are no children of preschool age.

2.2 SCHOOL SCHEDULE.

Upon enrollment in school, the child(ren) shall reside with the

(X) mother ( ) father, except for the following days and times when the child(ren) will reside with or will be with the other parent.

From: Saturday at 6:00 p.m. until Sunday at 6:00 p.m.

(DAY/TIME) (DAY/TIME)

( ) every week

(X) every other week

( ) the first and third week of the month
( ) the second and fourth week of the month
( ) other:

and from: Wednesday at 6:00 p.m. until Sunday at 6:00 p.m.
(DAY/TIME) (DAY/TIME)

( ) every week
( ) every other week
( ) the first and third week of the month
( ) the second and fourth week of the month
(X) other: one of the remaining weekends each month

( ) The school schedule will start when each child begins
( ) kindergarten ( ) first grade (X) other: immediately

2.3 SCHEDULE FOR WINTER/CHRISTMAS VACATION.

The parents will share time with child during her vacation from school.

2.4 SCHEDULE FOR SPRING VACATION.

The child will be with her father during her spring vacation from school.

2.5 SUMMER SCHEDULE.

Upon completion of the school year the child(ren) shall reside with the (X) mother ( ) father, except for the following days and times when the child(ren) will reside with or be with the other parent:

(X) Same as school year schedule
( ) One week every month
( ) Two weeks every month
( ) One month beginning
( ) _____weeks during summer, starting _____
(X) Other: Additional two weeks with her father and one week with her paternal grandmother

During the summer schedule, the non-residential parent shall have time with the child(ren) as follows: Same as school year schedule except for specified times with her father

2.6 SCHEDULE FOR HOLIDAYS.

The residential schedule for the child(ren) for the holidays listed below is as follows:

	With **MOTHER** (Specify Odd/Even or Every Year)	With **FATHER** (Specify Odd/Even or Every Year)
New Year's Day	____EVEN_____	____ODD_____
Martin Luther King Day	____ODD_____	____EVEN_____

President's Day	____EVEN_____	____ODD_____
Easter	____ODD_____	____EVEN_____
Passover	____N/A_____	____N/A_____
Memorial Day	____EVEN_____	____ODD_____
July 4th	____ODD_____	____EVEN_____
Labor Day	____EVEN_____	____ODD_____
Veteran's Day	____ODD_____	____EVEN_____
Thanksgiving Day	____EVEN_____	____ODD_____
Christmas Day	____ODD_____	____EVEN_____
Hanukkah	____N/A_____	____N/A_____
_____	_____	_____

(**X**) For purposes of this parenting plan, a holiday shall begin and end as follows: (set forth times) 6:00 p.m. on eve of holiday until 6:00 p.m. on the day of holiday

( ) Holidays which fall on a Friday or a Monday shall include Saturday and Sunday.

( ) Other:

2.7 SCHEDULE FOR SPECIAL OCCASIONS.

The residential schedule for the child(ren) for the following special occasions (i.e., birthdays) is as follows:

	With **MOTHER** (Specify ODD/EVEN or EVERY Year)	With **FATHER** (Specify ODD/EVEN or EVERY Year)
Mother's Day	____EVERY_____	_____
Father's Day	_____	___EVERY____
Mother's Birthday	____EVERY_____	_____
Father's Birthday	_____	___EVERY____
Child's Birthday	____SHARE_____	___SHARE____

( ) Other:

2.8 PRIORITIES UNDER THE RESIDENTIAL SCHEDULE

( ) Does not apply.

(**X**) For purposes of this parenting plan the following days shall have priority over the residential schedule: holidays and special occasions

2.9 RESTRICTIONS

(**X**) Does not apply.

( ) The ( ) FATHER'S ( ) MOTHER'S residential time with the child(ren) shall be limited because

( ) Physical, sexual or a pattern of emotional abuse of a child

( ) A history of acts of domestic violence or physical or sexual assault which causes grievous bodily harm or the fear of such harm

( ) Neglect or substantial nonperformance of parenting functions

( ) A long-term emotional or physical impairment which interferes with the performance of parent functions as defined in TCA 36-6-102

( ) The absence of substantial emotional ties between the parent and child

( ) The abusive use of conflict by the parent which creates the danger of serious damage to the child's psychological development

( ) The abusive use of conflict by the parent which creates the danger of serious damage to the child's psychological development

( ) A parent has withheld from the other parent access to the child for a protracted period without good cause

The following restrictions shall apply when the child spends time with this parent: ( ) **FATHER'S** ( ) **MOTHER'S** residential time with the children

2.10 TRANSPORTATION ARRANGEMENTS.

Transportation arrangements for the child(ren), other than costs, between parents shall be as follows: Each parent shall transport the child one way between the two homes of the parents.

2.11 DISIGNATION OF CUSTODIAN.

The children named in this parenting plan are scheduled to reside the majority of the time with the (**X**) **MOTHER** ( ) **FATHER.** This parent is designated the custodian of the child(ren) solely for the purposes of all other state and federal statutes which require a designation or determination of custody. This designation shall not affect either parent's rights and responsibilities under this parenting plan.

2.12 OTHER: Neither of the parents shall move his/her residence from Davidson County unless there is an agreement between the two of them and provisions for continued and consistent contact between the child and the non-residential parent **OR** there is court approval based upon the best interest of the child permitting the move and providing for parenting time between the child and both parents.

The Mother shall be permitted to take the minor child abroad to visit with her maternal grandparents in Lebanon for up to three weeks each year. In the event that the child is not returned to the United States the Mother forfeits her right to her interest in the marital home.

III. CHILD SUPPORT

3.1 FINANCIAL SUPPORT.

The ( ) **MOTHER (X) FATHER** will pay child support in excess of the Tennessee Child Support Guideline chart in the amount of TWO THOUSAND THREE HUNDRED DOLLARS ($2,300.00) directly to the Mother beginning on the first day of the month following the entrance of the final decree of divorce until the child reaches the age of eighteen (18) years or until her class graduates from high school whichever occurs last.

This amount shall not be prorated unless otherwise specified.

( ) A wage assignment shall issue (by separate order to be presented by counsel) to _____ the employer of _____, for the ongoing child support.

( ) Other provisions for financial support:

(X) The parties affirmatively acknowledge that no action by either or both of them will be effective to reduce child support after the due date of each payment. The parties further understand that Court approval but be obtained before child support can be reduced or modified, unless such payments are automatically reduced or terminated under the terms of this parenting plan.

3.2 TAX DEDUCTION.

The (X) **MOTHER ( ) FATHER** will receive the tax deduction for the child(ren).

( ) Other provisions regarding tax deduction:

3.3 HEALTH INSURANCE.

( ) The ( ) **MOTHER** (X) **FATHER** will maintain medical / hospital insurance on the minor child(ren) and he/she shall provide proof of continuing coverage by February 15th of each year.

( ) Uncovered medical expenses, including deductibles, if any, will be

( ) borne by the _____

( ) divided equally by the parties

(X) Father will pay annual deductible of $300.00. Parents will divide equally uncovered expenses up to $2000.00 per year. Father will pay excess over $2000.00.

3.4 LIFE INSURANCE

( ) The ( ) **MOTHER** ( ) **FATHER** shall insure his/her own life in the minimum amount of $100,000.00, whole or term, which may not decrease in face amount during the minority of any child. The policy shall name the minor child(ren) as primary beneficiaries of the coverage required by the Court. The choice of the secondary beneficiary(ies) is up to the policy owner.

(X) Other provisions regarding life insurance: During the period of Father's child support obligation existing life insurance in the face amount of $400,000.00 will be paid into a trust for the minor child from which child support payments will continue to be made directly to the Mother.

3.5 DENTAL/ORTHODONTIC CARE

( ) The ( ) **MOTHER** ( ) **FATHER** will maintain dental/ orthodontic insurance coverage for the minor child(ren). Uncovered dental/orthodontic expenses will be borne by ( ) **MOTHER**

( ) **FATHER** ( ) divided equally by the parties.

(X) Other provisions for dental/orthodontic care: The father, who is a dentist, will provide all dental/orthodontic care for the child.

IV. DECISION MAKING

4.1 DAY TO DAY DECISIONS

Each parent shall make decisions regarding the day-to-day care and control of each child while the child is residing with that parent. Regardless of the allocating of decision making in this parenting plan, either parent my make emergency decisions affecting the health

or safety of the child.

4.2 MAJOR DECISONS

Major decisions regarding each child shall be made as follows:

Education decisions **( ) MOTHER ( ) FATHER (X) JOINT**

Non-emergency healthcare( )**MOTHER ( ) FATHER (X) JOINT**

Religious upbringing **( ) MOTHER ( ) FATHER (X) JOINT**

_____ **( ) MOTHER ( ) FATHER ( ) JOINT**

_____ **( ) MOTHER ( ) FATHER ( ) JOINT**

_____ **( ) MOTHER ( ) FATHER ( ) JOINT**

4.3 RESTRICTIONS IN DECISION MAKING

(X) Does not apply.

( ) Sole decision making shall be order to the **( ) MOTHER ( ) FATHER** for the following reasons:

( ) A limitation on the other parent's decision making and such opposition is reasonable based on the following criteria:

( ) The existence of a limitation under TCA 36-6-412;

( ) The history of participation of each parent in decision making in each of the areas in TCA 36-6-411;

( ) Whether the parents have demonstrated ability and desire to cooperate with one another in decision making in each of the areas in TCA 36-6-411;

( ) The parents' geographic proximity to one another, to the extent that is affects their ability to make timely mutual decisions.

V. DISPUTE RESOLUTION

(X) Disputes between the parties, other than the child support disputes, shall be submitted to:

( ) Counseling by _____,

( ) Mediation by JAN WALDEN, or

( ) Arbitration by_____.

The cost of this process shall be allocated between the parties as follows:

( )_____ **MOTHER** _____ **FATHER**

( ) based on each party's proportional share of income from the child support guidelines.

(**X**) as determined in the dispute resolution process.

The counseling, mediation or arbitration process shall be commenced by notifying the other party by ( ) written request ( ) certified mail ( ) other: in person or by telephone

In the dispute resolution process:

(a) Preference shall be given to carrying out this Parenting Plan.

(b) Unless an emergency exists, the parents shall use the designated process to resolve disputes relating to implementation of the plan, except those related to financial support.

(c) A written record shall be prepare of any agreement reached in counseling or mediation and of each arbitration award and shall be provided to each party.

(d) If the court finds that a parent has used or frustrated the dispute and financial sanctions to the other parent process withoutgood reason, the court shall award attorneys' fees.

(e) The parties have the right of review from the dispute resolution process to the court.

( ) No dispute resolution process, except court action, shall be ordered, because ( ) a limiting factor under TCA 36-6-108 applies or ( ) one parent is unable to afford the cost of the proposed dispute resolution process.

VI. STANDARD PARENTING RIGHTS

Pursuant to *Tennessee Code Annotated,* Section 36-6-1-1(a) both parents are entitled to the following rights:

1. unimpeded telephone conversations with the child at least twice each week at reasonable times and for a reasonable duration;
2. sending mail to the child which the custodial parent will not open and will not censor;
3. receiving notice and relevant information as soon as practical (but more than 24 hours) in the event of hospitalization, major illness, or death of the child;
4. receiving directly from the school, copies of the child's report card, attendance records, teacher's names, class scheduled, standardized test cores, and other records which are customarily make available to parents. A written request must bee made to the school with a

current mailing address and payment must be made for the reasonable of duplicating and mailing these records;

5. receiving directly from the child's physician and other health care providers, copies of the child(ren)'s medical records. A written request must be made to the health care provider with a current mailing address and payment must be made for the reasonable cost of duplication and mailing these records;

6. to be free of derogatory remarks made about the nonresidential parent and his or her family by the residential parent to the child or in the child's presence.

Either parent may petition for a return to court, paying appropriate fee for mediation on any further parenting issues.

VII. OTHER PROVISIONS

( ) There are not other provisions.

(X) There are the following other provisions: The parents shall have joint legal custody of their child, Cassandra Elizabeth Worley.

VIII. DECLARATION FOR PROPOSED PARENTING PLAN

(X) Does not apply.

( ) (Only sign is this is a **proposed** parenting plan). I declare under penalty of perjury under the laws of the State of Tennessee that this plan has be proposed in good faith and the statement in Par II of the Plan are true and correct.

Shahnya M. Worley — March 27, 1998
Mother — **Date and Place of Signature** Hendersonville, TN

Kenneth Worley — 4/1/98 Nashville, TN
Father — **Date and Place of Signature**

IX. ORDERED BY THE COURT

It is **ORDERED, ADJUDGED AND DECREED,** that the **Parenting Plan** set forth above is adopted and approved as an order of this court.

WARNING: Violation of residential provisions of this order with actual knowledge its terms is punishable by contempt of court and may be a criminal offence under TCA 39-13-306. Violation of this order may subject a violator to arrest.

When mutual decision making is designated but cannot be achieved, the parties shall make a good faith effort to resolve the issue through the dispute resolution process.

If a parent fails to comply with a provision of this plan, the other parent's obligations under this plan are not affected.

Dated:

JUDGE

Presented by:

SHAHRAZAD MROUEH WORLEY

KEVIN JAMES WORLEY

Mediation Services provided by:

A Better Way
Family & Divorce Mediation

JAN WALDEN, Mediator
118 Twenty-ninth Avenue South
Nashville, Tennessee 37212
615 292-2726

It is further ORDERED AND ADJUDGED that the addresses of the parties are as follows:

Mrs. Worley
117 Woodmont Blvd.
Nashville, TN 37205

Dr. Worley
808 Hadley Avenue
Old Hickory, TN 37138

It is further ORDERED AND ADJUDGED that any unpaid costs of this cause shall be taxed against Husband, Kevin James Worley, for all of which execution may issue if necessary.

Entered this the ____ of April, 1998.

MARIETTA M. SHIPLEY, JUDGE

APPROVED FOR ENTRY:

BY: DAVID W. GARRETT
P.R. # 13248
ATTORNEY FOR DR. WORLEY
43 Music Square, West
P.O. Box 121857
Nashville, Tennessee 37212
615/244-4270

Mail

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Decree has been mailed to F. Dulin Kelly, Attorney for Mrs. Worley, 629 East Main Street, Hendersonville, TN 37075, on this 24th day of April, 1998.

DAVID W. GARRETT

BOOK 10965 PG 813

STATE OF TENNESSEE

I, RICHARD R. ROOKER, Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the SECOND Circuit Court for Davidson County, Tennessee, on the 13 day of APRIL , 19 98 , in the Case Number 96D1830 between WORLEY, SHAHRAZAD MROUEH Plaintiff, and WORLEY, KEVIN JAMES Defendant, as same remains of record in Book 173B , Page 459 of the Minutes of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 05 day of JUNE in the year one thousand nine hundred and ninety-eight and in the 222nd year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By Terry Campion
Deputy Clerk

7122 06/05 0101 03CHECK 80.00