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BOOK 11222 PAGE 429

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

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| | | |
|---|---|---|
| **ROBIN GRINDSTAFF COSTA** | ) | |
| | ) | |
| **Plaintiff,** | ) | |
| **v.** | ) | **No. 96D-2331** |
| | ) | |
| | ) | |
| **SAMUEL WARREN COSTA** | ) | |
| | ) | |
| **Defendant.** | ) | |

**AMENDED FINAL DECREE**
**AND FINAL ORDER OF DIVORCE**

This matter was before the Court on August 31, 1998 and October 19, 1998 on the Complaint of Robin Grindstaff Costa for absolute divorce, as Amended and Supplemented, the Answer of Samuel Warren Costa thereto, the Counter Complaint of Samuel Warren Costa for absolute divorce, Ms. Costa's Reply to Mr. Costa's Counter Complaint, the Motion for Relief from Final Decree filed pursuant to Rule 60.02 of the Tennessee Rules of Civil Procedure on behalf of Mr. Costa, Ms. Costa's Response to Mr. Costa's Motion, testimony of Dr. Jay Woodman, testimony of Ms. Martha Child, testimony of the parties, exhibits to their testimony, letters from Debra L. Hodges, Edwin D. Hill and Anthony J. Salamone relating to Mr. Costa's interest in various retirement plans, proposed Qualified Domestic Relations Orders dividing Mr. Costa's retirement benefits between the parties, the Affidavit of James G. Martin, III in support of Ms. Costa's request for the award of attorney's fees and expenses incurred in connection with the child support, child custody and visitation issues, and the entire record, from all of which the Court made a partial ruling on October 19, 1998 as reflected by the Court's Order of October 29, 1998, and took all remaining matters under advisement. The Court made a final ruling by Memorandum Opinion filed on November 4, 1998, which Memorandum Opinion is incorporated herein by reference as if set forth verbatim. This Order is being entered pursuant to the Court's directive of October 19, 1998, that, upon issuance of the Court's Memorandum Opinion, a comprehensive Order be prepared which incorporates all of the terms and conditions of the prior court Orders and the prior Final Decree into a single document, which the Court hereby approves. Accordingly,

1. It is hereby ORDERED, ADJUDGED and DECREED that the Motion filed by Samuel Warren Costa pursuant to Rule 60.02 of the Tennessee Rules of Civil Procedure shall be, and is hereby, denied.

2. It is further ORDERED, ADJUDGED AND DECREED that the Final Decree of Divorce entered in this cause on August 29, 1997 shall be, and is hereby, amended to reflect that the Court finds, pursuant to T.C.A. § 36-4-129, that both parties have sufficient grounds to be awarded a divorce and that the parties are hereby declared divorced and restored to all the rights and privileges of unmarried persons. The bonds of matrimony between the parties shall be, and are hereby, perpetually dissolved, *nunc pro tunc* as of August 29, 1997.

3. It is further ORDERED, ADJUDGED AND DECREED that Ms. Costa shall be, and is hereby, restored to her maiden name, Robin Michelle Grindstaff.

4. It is further ORDERED, ADJUDGED AND DECREED that the division of assets set forth in the Final Decree of Divorce entered in this cause on August 29, 1997 shall be, and is hereby, confirmed by the Court as a settlement reached by the parties and presented to the Court on August 1, 1997 and confirmed by the Court as constituting an adequate and equitable settlement of the property rights between the parties. To implement the terms of the settlement, it is further ORDERED, ADJUDGED AND DECREED that:

(a) Each party shall be free from the interference, authority and control, direct or indirect, by the other as fully as if he or she were single and unmarried.

(b) All right, title and interest of Mr. Costa in the house and lot situated at 170 Hicks Road, Nashville, Davidson County, Tennessee 37221, shall be, and is hereby, divested out of him and vested absolutely in Mrs. Costa. Mrs. Costa shall take reasonable good faith steps to obtain Mr. Costa's release from the National City Mortgage and, to the extent that she cannot do so, shall assume sole and separate responsibility for same and shall hold Mr. Costa harmless from any liability therefor. Said real property is described more fully as follows:

Land in Davidson County, Tennessee, being Lot No. 1 on the plan of Devon Woods, first revision, of record in Plat Book 9700, page 17, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description of said lot.

Being the same propety conveyed to Samuel Warren Costa and wife, Robin Grindstaff Costa, by W.H. Eason, Jr., of record in Book 9886, page 747, Register's Office for Davidson County, Tennessee.

(c) All right, title and interest of Mrs. Costa in and to the duplex situated at 4901 Teton Drive, Old Hickory, Tennessee 37138, shall be, and is hereby, divested out of her and vested absolutely in Mr. Costa. Mr. Costa shall take reasonable good faith steps to obtain Mrs. Costa's release from the National City Mortgage and, to the extent that he cannot do so, shall assume sole and separate responsibility for same and shall hold Mrs. Costa harmless from any liability therefor. Said real property is described more fully as follows:

Being Lot No. 512, Second Six, Sherwood Forest, of record in Book 4955, page 116, Register's Office, Davidson County, Tennessee.

Being the same property conveyed to Samuel W. Costa and wife, Robin G. Costa, by Samuel W. Costa and Harold Reeves, Trustee, of record in Book 8562, page 349, Register's Office, Davidson County, Tennessee.

(d) Mrs. Costa shall be solely and separately responsible for the debt owing to Citibank Mastercard (Account No. 5424-1801-1344-9323) in the amount of $5,000.00 (as of the date of separation) and the debt owing to Whirlpool Financial Corporation in the amount of $2,000.00 (as of the date of separation), and shall hold Mr. Costa harmless from any liability therefor. Any and all outstanding medical bills not covered by insurance and other expenses incurred by the parties on behalf of their children through the August 29, 1997 shall be divided and paid equally by the parties. Each party shall hold the other party harmless and shall indemnify them from any further liability on these debts, and both parties agree to maintain their respective debt payments assumed herein on a timely and current basis so as to not affect the other party's credit.

(e) Each party shall be, and is hereby, responsible for one-half (1/2) of any taxes, penalties or interest owed for any federal income tax filed by the parties in their joint names prior to 1996, and shall be entitled to one half (1/2) of

any refund issued in connection therewith. Mr. Costa shall reimburse Mrs. Costa on or before the entry of a Final Decree of Divorce the amount of $395.00, representing his one-half (1/2) share of the balance owed on their 1995 federal income tax return which was paid by Mrs. Costa on October 15, 1996. The parties shall file a joint federal income tax return for 1996. Any liability or refund for such year shall be allocated between the parties based on a formula, the denominator of which shall be their combined adjusted gross income as shown on said return and the numerator of which shall be each party's separate adjusted gross incomes for such year. In making determinations under this paragraph for any additional tax, interest or penalties, each party shall be credited with such amount of federal income taxes withheld or otherwise paid by such party.

(f) All right, title and interest of Mr. Costa in and to that certain business known as Maintenance Solutions, LLC, shall be, and is hereby, divested out of him and vested absolutely in Mrs. Costa. Mrs. Costa shall be responsible for all debts relating to her interest in said business.

(g) The value of Mr. Costa's interest in the Southern Electrical Retirement Fund, the IBEW Pension Plan and the National Electrical Benefit Fund shall be, and is hereby, divided equally between the parties as of August 29, 1997. Said division shall be accomplished through the entry of Qualified Domestic Relations Orders (QDROs), and both parties shall cooperate in executing same to insure compliance with the terms and conditions of this paragraph. Mr. Costa shall reimburse Mrs. Costa for one-half (1/2) of all reasonable attorney's fees and costs incurred by her to prepare and file such Orders. Mr. Costa shall, within ten (10) days of entry of the Final Decree of Divorce, complete and file an application for a loan from one or more of his retirement plans or a financial institution of his choice in an amount necessary to reimburse Mrs. Costa the $742.80 advanced by her in connection with the property located at 4901 Teton Drive. Upon distribution of the loan proceeds from whatever source, Mr. Costa shall immediately pay Mrs. Costa the amount of $742.80. If the retirement plans in which Mr. Costa participates do not permit

loans to participants, or if he is refused financing from the financial institution(s) with which he has made application, then Mrs. Costa's one-half (1/2) share of the value of Mr. Costa's accounts shall be adjusted and increased by the amount of such indebtedness, and further increased by the amount of federal income taxes attributable to such amount determined at a thirty-one percent (31%) tax rate. Such adjustment shall be reflected, if necessary, in any QDRO required by the Trustee of any qualified plan referred to herein. Any action taken by Mr. Costa pursuant to this paragraph shall be completed and the loan entered into within fifteen (15) days of the date of entry of the Final Decree of Divorce. In the alternative, Mr. Costa may elect to allocate and pay out of his share of the cash surrender value of the Allstate insurance policy described below the amount of the total indebtedness owed by Mr. Costa to Mrs. Costa. If Mr. Costa so elects, he shall notify Mrs. Costa of same within ten (10) days of the date of entry of this Final Decree of Divorce.

(h) The policy of insurance issued by Allstate Insurance, same being Policy No. 728385206 shall be surrendered by the parties and any net cash surrender value divided equally between them.

(i) The parties have already made an equitable division of their personal property. All property in the possession of each party shall remain their sole and separate property, free of any claim by the other party.

(j) All right, title and interest of Mr. Costa in and to that certain 1994 Ford Thunderbird shall be, and is hereby, divested out of him and vested absolutely in Mrs. Costa. Mrs. Costa shall be solely and separately responsible for any indebtedness related to said automobile and shall hold Mr. Costa harmless from any liability therefor.

(k) All right, title and interest of Mrs. Costa in and to that certain 1989 GMC S-15 black pick-up truck shall be, and is hereby, divested out of her and vested absolutely in Mr. Costa. Mr. Costa shall be solely and separately responsible for any indebtedness related to said automobile and shall hold Mrs. Costa harmless from any liability therefor.

(l) All right, title and interest of Mr. Costa in and to that certain stock account at Ameristar, same being Account No. 62122006, shall be, and is hereby, divested out of him and vested absolutely in Mrs. Costa.

(m) All right, title and interest of Mr. Costa in and to these certain U.S. Series EE savings bonds in the total amount of $5,000.00 held in the names of Mrs. Costa and the parties' two (2) children, shall be, and is hereby, divested out of him and vested absolutely in Mrs. Costa and the children.

(n) Any joint accounts held by the parties have heretofore been divided.

(o) Except as otherwise provided herein, each party shall be responsible for his or her own debts incurred after the separation, and shall hold the other party harmless from any liability or obligation thereon. For any indebtedness not herein disclosed or set out, each party shall be responsible for that indebtedness in the same manner and under the same legal relationship and obligation as when those respective debts were incurred, except as otherwise divided in this Final Decree. With respect to the payment of certain debts and liabilities and the parties' obligation to hold the other harmless for the payment thereof, such obligation shall be a support debt which will be nondischargeable in the event of the bankruptcy of an obligor spouse pursuant to 11 USC Section 523(a)(5). This support is necessary to meet the daily living expenses of the nonobligor spouse and the amount of support is reasonable.

(p) Except as hereinafter provided, both parties shall pay their own respective attorney's fees for services rendered in this matter.

(q) Both parties have waived any and all claim for alimony against the other, past or present.

(r) In the event a creditor of either party seeks to compel the other party to pay any debt for which that party is not responsible either by contract or pursuant to the terms of this Final Decree, the party against whom such claim is made shall be entitled to recover from the other party the amount of any payment he or she makes, including interest, and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

(s) In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Final Decree, he or she shall also be entitled to a judgment for reasonable expenses including attorney's fees incurred in prosecuting the action.

(t) It is understood and agreed between the parties that this Final Decree is intended to be a final settlement of all property rights and spousal 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 waives and relinquishes to the other all right or claims which they may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including, without limitation, dower, courtesy, statutory allowance, homestead rights, rights 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 Final Decree. This Final Decree applies to all property now owned by the parties, individually or jointly, or any property that either of them may acquire in the future.

(u) Except as otherwise provided by the terms of this Final Decree, all documents heretofore executed by either party which designate the other party as beneficiary shall be and are hereby revoked. Such documents shall include, but not be limited to, powers of attorney, beneficiary designations under insurance policies, annuities, retirement programs, employee benefit programs and bank accounts. It is the intent of the parties to this Final Decree that neither party shall receive any proceeds as the beneficiary of the other party from and after entry of this Final Decree unless a new beneficiary designation is hereafter executed designating the other party as a beneficiary.

(v) Each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms and conditions of this Final Decree.

5. It is further ORDERED, ADJUDGED AND DECREED that Mr. Costa shall attend the parenting class called "Positive Parenting" sponsored by the Exchange

Club at the Exchange Club Child Abuse Prevention Center beginning with the session on Thursday, October 22, 1998 from 6:00 p.m. to 7:30 p.m. for eight (8) consecutive Thursdays.

6. It is further ORDERED, ADJUDGED AND DECREED that Ms. Costa shall be, and is hereby, awarded absolute care, custody and control of the parties' two (2) minor children, Noah and Kelsey. All of Mr. Costa's residential time with the children shall be, and is hereby, suspended for a period of six (6) months, until May, 1999. During this time, Mr. Costa has been ordered to attend a parenting class and will presumably continue to see a therapist to help him deal with this anger and his behavior. However, Mr. Costa is under no duty to see Dr. Woodman, but may do so if he desires. At the end of six (6) months, Mr. Costa may reapply for a hearing to show to the Court that he can effectively parent these children, that he has his anger under control, and that his influence with the children will be healthy. The Court will entertain such a petition at that time. Therefore, all visitation between Mr. Costa and the parties' children shall be, and is hereby, suspended until a further hearing, this Order superseding all prior Orders. The Court will enter a Parenting Plan to accompany this Order.

7. It is further ORDERED, ADJUDGED AND DECREED that neither party shall discipline either child by means of corporal punishment, of any type.

8. It is further ORDERED, ADJUDGED AND DECREED that Mr. Costa shall not make any negative comments to or about Mrs. Costa in the presence of the parties' children, nor shall Mr. Costa make any threats to or about Mrs. Costa during sessions with Dr. Jay Woodman or at any other time.

9. It is further ORDERED, ADJUDGED AND DECREED that Mr. Costa shall pay child support to Mrs. Costa at the rate of $179.00 per week as of May 11, 1998, plus the Clerk's commission of $8.95 per week, and that said child support payments shall continue to be made through assignment of Mr. Costa's wages at Travis Electric Company pursuant to TCA §37-5-501. In addition, Mr. Costa shall pay Mrs. Costa additional child support of $6.50 for each hour of overtime per week worked by him in excess of two (2) hours per week. Mr. Costa shall furnish Mrs. Costa with copies of his pay stubs on a quarterly basis for a period of one (1) year, beginning September

15, 1998. At the end of one (1) year, the Court shall review Mr. Costa" income for the purpose of establishing a fixed sum of money to be paid by him to Mrs. Costa including whatever overtime income is earned by Mr. Costa. Mr. Costa shall inform the Court of the names and addresses of any new employers within thirty (30) days after such a change, and shall also inform the Court of any change in his personal residence within thirty (30) days of same.

10. It is further ORDERED, ADJUDGED AND DECREED that Mr. Costa's employer, Travis Electric Company, shall continue to deduct from any wages, salary or other income due Mr. Costa pursuant to TCA §37-5-501 an additional sum of $25.00 per week, plus the Clerk's commission in the amount of $1.25, for a total of $26.25 per week, until the $725.42 arrearage described in the Court's Order of July 27, 1998, has been paid in full.

11. It is further ORDERED, ADJUDGED AND DECREED that, as additional child support, Mr. Costa shall maintain and keep in full force his health insurance coverage for the children (including any drug prescription plan in effect) with NECA-IBEW Welfare Trust Fund, and that he shall also keep in full force coverage under the Family Dental Plan and Eye Care Plan which is maintained under the NECA-IBEW Welfare Trust Fund until each child is no longer attending a college or vocational educational program, has graduated from college, or has attained the age of twenty-three (23), whichever event occurs first. It is further ORDERED, ADJUDGED AND DECREED that if Mr. Costa changes coverage or, for whatever reason, the coverage is terminated, he shall obtain and be responsible for securing a replacement health and major medical insurance policy and a dental plan and eye care plan having the same or similar coverage as the policies presently in effect.

12. It is further ORDERED, ADJUDGED AND DECREED that a judgment shall be, and is hereby, awarded in favor of Robin Grindstaff Costa and against Samuel Warren Costa in the amount of $5,000.00 as his portion of her attorney's fees and expenses incurred by her in connection with child custody, visitation and child support issues arising after August 29, 1997, for which execution may issue if necessary. Otherwise, each party shall be responsible for paying their own attorney's fees and expenses incurred by him or her in connection with this matter.

13. It is further ORDERED, ADJUDGED AND DECREED that a judgment shall be, and is hereby, awarded Robin Grindstaff Costa against Samuel Warren Costa in the amount of $1,137.80 representing the sum of the monies due Ms. Costa in accordance with the terms of paragraphs 4(e) and 4(g), above, for which execution may issue if necessary.

14. It is finally ORDERED, ADJUDGED AND DECREED that the costs of this costs shall be taxed one-third (1/3) to Mrs. Costa and two-thirds (2/3) to Mr. Costa.

ENTERED this the _____ day of November, 1998.

Marietta M. Shipley, Judge

APPROVED FOR ENTRY:

James G. Martin, III
Sup. Ct. No. 3083
FARRIS, WARFIELD & KANADAY, PLC
Suite 1900, 424 Church Street
SunTrust Center
Nashville, TN 37219
(615) 244-5200
Attorneys for Plaintiff
Robin Grindstaff Costa

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Decree of Divorce has been mailed first class, postage prepaid to W. Allen Barrett, Attorney for Defendant, 501 Union Street, Suite 503, Nashville, Tennessee, 37219, this 11 day of November, 1998.

James G. Martin, III

**IN THE SECOND CIRCUIT COURT OF DAVIDSON COUNTY TENNESSEE**

| | | |
|---|---|---|
| | ) | **Case No. 98D-72** |
| ROBIN GRINDSTAFF COSTA | ) | |
| FATHER/MOTHER | ) | PARENTING PLAN |
| | ) | [ ] Proposed Plan |
| | ) | |
| SAMUEL WARREN COSTA | ) | [x ] Final Order |
| FATHER/MOTHER | | |

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D.C.

## PERMANENT PARENTING PLAN

### GENERAL INFORMATION

This Parenting Plan applies to the following children:

| Name | Birthdate |
|---|---|
| Kelsy Summer Costa | 8/30/90 |
| Noah Samuel Costa | 12/16/93 |

### II. RESIDENTIAL SCHEDULE

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

2.1 PRE-SCHOOL SCHEDULE [If Applicable].

[ ] Prior to 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 be with the other parent:

From _____N/A_____
_____

[ ] every week [ ] every other week [ ] the first and third week of the month.
[ ] the second and fourth week of the month [ ] other: _____

and from: _____N/A_____

[ ] every week [ ] every other week [ ] the first and third week of the month.
[ ] the second and fourth week of the month [ ] other: _____

2.2 SCHOOL SCHEDULE.

Upon enrollment in school, the child[ren] shall reside with the **[ x ] mother [ ] father** except
the following days and times when the child(ren) will reside with or be with the other parent:

From:_____N/A_____

[ ] every week [ ] every other week [ ] the first and third week of the month.
[ ] the second and fourth week of the month [ ] other:
_____

and from:____N/A_____

[ ] every week [ ] every other week [ ] the first and third week of the month.
[ ] the second and fourth week of the month [ ] other: _____

[ ] The school schedule will start when each child begins
[ ] kindergarten [ ] first grade [ ]other: _____

2.3 SCHEDULE FOR WINTER/CHRISTMAS VACATION.

The child(ren) shall reside with the **[ x ] mother [ ] father** during winter vacation, except for the following days and times when the child(ren) will reside with or be with the other parent:

N/A

2.4 SCHEDULE FOR SPRING VACATION.

The child[ren] shall reside with the **[x ] mother [ ] father** during spring vacation, except for the following days and times when the child[ren] will reside with or be with the other parent:

N/A

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:

[ ] Same as school year schedule. [ ] One week every month beginning _____
[ ] Two weeks every month beginning _____ [ ] One month beginning_____

N/A

2.6 SCHEDULE OF HOLIDAYS, RELEVANT TO YOUR FAMILY or SCHOOL SCHEDULE or SPECIAL OCCASIONS

The residential schedule for the child[ren] for the holidays listed below is as follows:

| | With Mother (Specify Beginning Year) Odd/Even/Every) | With Father (Specify Beginning Year) Odd/Even/Every) |
|---|---|---|
| New Year's Day * | _____ | _____ |
| Martin Luther King Day | _____ | _____ |
| Presidents' Day | _____ | _____ |
| Easter | _____ | _____ |
| Passover | _____ | _____ |
| Memorial Day | _____ | _____ |
| Mother's Day | _____ | _____ |
| Father's Day | _____ | _____ |
| July 4th | _____ | _____ |
| Labor Day | _____ | _____ |
| Veterans' Day | _____ | _____ |
| Thanksgiving Day | _____ | _____ |
| Christmas Eve * | _____ | _____ |
| Christmas Day * | _____ | _____ |
| Hanukkah * | _____ | _____ |
| Mother's Birthday | _____ | _____ |
| Father's Birthday | _____ | _____ |
| Child[ren's] Birthdays | _____ | _____ |
| Other _____ | _____ | _____ |

* May be a part of the winter vacation

[ ] For purposes of this parenting plan, a holiday shall begin and end as follows (set forth times):
6 p.m. night before holiday to 8 p.m. day of holiday____
Holidays which fall on a Friday or a Monday shall include Saturday and Sunday only if the weekend is part of the normal schedule or the parties agree otherwise.

2.10 RESIDENTIAL RESTRICTIONS. [ ] Do not apply **OR**

[ ] The [ x ] father's [ ] mother's residential time with the children shall be

limited because

[ ] Physical, sexual or a pattern of emotional abuse of a child.
[ x ] A history of acts of domestic violence or a single incident of assault assault or sexual assault which causes grievous bodily harm or the fear of such harm, as defined in T.C.A. 36-3-601 (1).
[ x ] The abusive use of conflict by the parent which creates the danger of damage to the child's psychological development.
[ ] Neglect or substantial nonperformance of parenting functions.
[ x ] A long-term emotional/ physical impairment which interferes with the performance of parenting functions as defined in TCA 36-6-102.
[ ] The absence or substantial impairment of emotional ties between the parent and child.
[ ] A parent has withheld from the other parent access to the child for a protracted period without good cause.
[ x ] Other factors, as outlined in the Memorandum Opinion issued on November 4, 1998.

All parental residential time with the children is suspended for six months, beginning November 6, 1998 which time shall end May 6, 1999. Thereafter the father may reapply for residential time with the children, upon a showing that he has effectively dealt with his anger toward the child's mother, that he can effectively parent the children, that he can work with the mother on the initiatives to properly control the behavior of Noah.

As a start, Mr. Costa has been ordered to participate in all classes of the Positive Parenting Program sponsored by Exchange Club, beginning October 22, 1998.

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2.11 TRANSPORTATION ARRANGEMENTS.

Transportation arragngments for the child(ren), between parents shall be as follows:
n/a

2.13 OTHER: The following special provisions apply to the schedules or residential considerations of the child[ren]:

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2.12 DESIGNATION OF PRIMARY RESIDENTIAL PARENT FOR STATE AND FEDERAL STATUTES:

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 primary residential parent solely for 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.

## III. DECISION MAKING

3.1 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 allocation of decision making in this parenting plan, either parent may make emergency decisions affecting the health or safety of the children.**

**3.2 CHILD NURTURE**

3.2 **CHILD NURTURE**

**Mother and Father will conduct themselves with respect to each other and the child[ren] so as to provide a loving, stable, consistent and nurturing relationship with the child[ren] even though they, themselves, are being divorced. To that end they will not speak derogatorily of each other or the members of the family of the other, will not cause the child [ren] to be drawn into any dispute regarding decisions affecting the child[ren] and will not attempt to curry favor with the child [ren] to the detriment of the other.**

3.3 MAJOR DECISIONS.

Major decisions regarding each child shall be made as follows:

| | | | |
|---|---|---|---|
| Education decisions | [ x ] mother | [ ] father | [ ] joint |
| Non-emergency health care | [ x ] mother | [ ] father | [ ] joint |
| Religious upbringing | [ x ] mother | [ ] father | [ ] joint |
| Extracurricular Activities | [ x ] mother | [ ] father | [ ] joint |

3.4 Private school and college : [ x ] Does not apply] **OR**

The parties agree as follows regarding private school [ elementary and high school] and college or vocational training after high school:

_____

_____

_____

3.5 RESTRICTIONS IN DECISION MAKING. [ ] Does not apply.

[ ] Sole decision making shall be ordered to the **[ x ] mother [ ] father** for the following reasons:

_____

_____

[x ] A limitation on the other parent's decision-making authority is mandated by TCA 36-6-412 .

[ ] Both parents are opposed to mutual decision making.

[ ] One parent is opposed to mutual decision making, and such opposition is reasonably based on the following criteria as found in T.C.A. 36-6-411.

- [ x ] 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 36-6-106 and 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 36-6-106; and 36-6-411.
- [ ] The parents' geographic proximity to one another, to the extent that it affects their ability to make timely mutual decisions.

## IV. CHILD SUPPORT

4.1 FINANCIAL SUPPORT

[ ] The **[ ] mother [ x ] father** will pay child support, in accordance with the

Tennessee Child Support Guidelines, in the amount of $179.00 per _x__ week ____ month ____ twice per month ____ every two weeks plus $8.95 as 5% clerks fee for a total amount of $187.95 payable by the 10th of each month, beginning May 11, 1998.

[ ] This support shall be paid [ ] Directly to the other parent
[ x ] To the Circuit Clerk, 500 Metro Courthouse, Nashville, sent to parent at her residence
[ x ] By Wage Assignment [Order is already in effect]

**The parties affirmatively acknowledge that Court approval must be obtained before child support can be reduced or modified, unless such payments are automatically reduced or terminated under the terms of the Parenting Plan**

4.2 TAX DEDUCTION.

[ ] The [ ] **mother** [ x ] **father** will receive the tax deduction for the child(ren).
[ ] Other provisions regarding tax deduction:

To receive this deduction, father must be current in child support by January 15 of each year to receive the previous year's deduction.

4.3 EXCHANGE OF TAX RETURNS

Mr. Costa shall provide to Ms. Costa, by or before April 15 of every year [ OR August 15, for an extension ], a copy of his W-2 form or a copy of the first page of his tax return.

4.4 HEALTH INSURANCE.

[ ] **The [ ] mother [x ] father** will maintain medical/hospital insurance on the minor child[ren] and he/ shall provide proof of continuing coverage upon demand, but in any event annually.

[ x ] Uncovered medicals, which includes deductibles, eyeglasses, contact lenses, routine annual physicals , will be

[ ] borne by the [ ] mother [ ] father [ x ] divided equally

The parent receiving the bill will send the bill to the other parent within 10 days. The other parent will pay his/her share within 10 days of receipt of the bill.

[ x ] The parties will bear equally the cost of mental health care, provided that both parties have had an opportunity to discuss the necessity with the other parent or the counselor

[ x ] A Qualified Medical QUIMZO will be presented to the court separately.

4.5 LIFE INSURANCE.

The **[ x ] mother [ x ] 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 or the mother as trustee for the children. The choice of the secondary beneficiary(ies) is up to the policy owner(s).

[ ] Other provisions regarding life insurance: _____

_____

4.6 DENTAL/ORTHODONTIC CARE

The [ ] **mother [ x ] father** will maintain dental/orthodontics care insurance on the minor child(ren), if available to him through his employment. Uncovered dental/orthodontic expenses will be borne by [ ] mother [ ] father [ x ] divided equally by the parties.

[ ] Other provisions for dental/orthodontic care: _____

_____

## VII. OTHER PROVISIONS

[ ] There are no other provisions.

[ ] There are the following other provisions: _____

_____

_____

_____

## VI. STANDARD PARENTING ORDERS

Pursuant to *Tennessee Code Annotated*, §36-6-101(a) both parents are entitled to the following rights the court finds that it would **not be in the best interests of the minor child to have certain of the**

**rights for the non-custodial parent in T.C.A. 36-6-101(a) (3)**

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;

**And thus the above rights will not be granted to Mr. Costa, until further hearing.**

**The following rights will be granted to Mr. Costa as they are in the best interests of the minor child:**

3. receiving notice and relevant information as soon as practical (but not 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 cards, attendance records, teacher's names, class schedules, standardized test scores, and other records which are customarily made available to parents. A written request must be made to the school with a current mailing address and payment must be made for the reasonable cost of duplicating and mailing these records;

5. receiving, directly from the child's physician and other health care providers, copies of the child'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 duplicating and mailing these records;

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

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

## VII. DISPUTE RESOLUTION

When mutual decision making is designated but cannot be achieved, or one or the other parent wishes to modify the Parenting Plan the parties shall make a good faith effort to resolve the issue through the dispute resolution process. The parties shall initially use the designated process unless there is a true emergency concerning the protection of the welfare of the child or party, the circumstances make the issue inappropriate for non-court processes or the issues center around enforcement of financial provisions.

[ x ] Disputes between the parties, other than the child support disputes, shall be submitted to:

[ ] Counseling [ ] Mediation by court appointed Rule 31 Mediator [ ] Arbitration .
[ ] Settlement conference by judge or magistrate

**[ x ] Court process only due to the nature of the case. The court may order the persons to a mediation conference, if the court believes it would be in the best interests of the parties.**

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

[ ] 50% to each parent [ ] proportional shares based on income [ x ] determined in process

The counseling, mediation or arbitration process shall be commenced by notifying the other party by [ ] written request [ ] certified mail [ ] other: _____

In the dispute resolution process:

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

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

(c) If the court finds that a parent has failed to willfully appear at the scheduled dispute resolution process without good reason, the court shall award attorneys' fees and financial sanctions to the other parent.

## VIII. SIGNATURE OF PARTY[IES] FOR PROPOSED PARENTING PLAN OR FINAL PARENTING PLAN

[ ] I hereby make oath that this plan has been proposed or agreed to in good faith and that it is in the best interests of the children.

_____ Mother

_____ Date and Place of Signature

_____ Father

_____ Date and Place of Signature

## IX. ORDER 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 of its terms may subject a non-complying parent to pay to the other parent all court costs, and reasonable attorney fees incurred as a result of the noncompliance and other reasonable costs determined by the court. In addition if either parent willfully fails, in bad faith to fulfill and abide by the residential parental responsibilities, that parent may be subject to the contempt power of the court, including but no limited to incarceration and fees as stated above.

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:

_____ Signature

_____ Print or Type Name

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_____ Signature

_____ Print or Type Name

Mediation Services provided by:

(Name) _____

(Address) _____

_____

(Phone) _____

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BILL GARNETT REGISTER
DAVIDSON COUNTY, TN.

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IDENTIF. & REFERENCE

BOOK 11222 PAGE 446

**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 16 day of NOVEMBER , 19 98 , in the Case Number 96D2331 between COSTA, ROBIN GRINDSTAFF Plaintiff, and COSTA, SAMUEL WARREN Defendant, as same remains of record in Vol. 374 , Page 68647 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 19 day of NOVEMBER in the year one thousand nine hundred and ninety-eight and in the 223rd year of American Independence.

SEAL

**RICHARD R. ROOKER,** Clerk,

By Betty W. Murray
Deputy Clerk