IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
1999 DEC 23 PM 12:16
RICHARD R. ROOKER, CLERK
B Murray D.C.

JERRY WAYNE RICHARDSON
SS# [redacted]-9024
3121 Kinwood Drive
Antioch, TN 37013

Plaintiff/Husband,

v.

Docket No. 99D-1748

ERICA DANYELLE RICHARDSON
SS# [redacted]-2846
3463 Tisdall Drive
Whites Creek, TN 37189

Defendant/Wife.

Instr:200001240007642 Page: 1 OF 9
REC'D FOR REC 01/24/2000 11:31:18AM
RECORD FEE: $38.00
M. TAX: $0.00 T. TAX: $0.00

FINAL DECREE OF DIVORCE

This cause came on for hearing on December 16, 1999, before the Honorable Marietta Shipley, Judge of the Second Circuit Court for Davidson County, Tennessee, upon the Complaint for Absolute Divorce filed by Jerry Wayne Richardson, a default judgment having been granted. The Court, having heard the testimony of Husband and his witness, statements of Husband's counsel, and statements of the Wife, and having reviewed the record, finds as follows:

1. The Husband is awarded a divorce on the grounds of adultery. The bonds of matrimony binding the parties are hereby dissolved and the parties are hereby vested with all the rights and privileges of unmarried persons.

2. The Final Parenting Plan attached hereto is hereby approved and incorporated herein by reference.

3. The Husband is awarded the parties' real property known as 3121 Kinwood Drive, Antioch, Davidson County, Tennessee, free and clear of any claim or interest of the Wife. Husband shall refinance the note encumbering said property in order to have the Wife's name as obligor under the note. Said real property is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No.127 on the Plan of Forest View Park, Section V, Phase II, of record in Plat Book 6250, Page 458, Register's Office for said County, to which reference is made for a more particular description.
> Being the same property conveyed to Jerry W. Richardson and wife, Erica Richardson, by Warranty Deed from Lamar E. Cooper, Sr. and wife, Barbara Ann Cooper, of record in Book 9896, Page 648, Register's Office for Davidson County, Tennessee.

4. Wife shall be awarded the sofa presently in Husband's possession, free and clear of any claim or interest of the Husband. Each party is awarded all other personal property which they currently have in their possession, free and clear of any claim or interest of the other.

5. Each party shall be responsible for any debts which they may have individually acquired, and shall indemnify and hold the other harmless therefrom.

6. Each party shall be responsible for their own attorney fees.

7. The costs shall be assessed against the Husband for which execution may issue.

ORDERED AND ENTERED this the 23 day of December, 99.

Honorable Marietta Shipley
Second Circuit Court Judge

Approved by:

Kimberly E. Johnson #17927
Travis and Associates
Attorney for Plaintiff/Husband
501 Union Street, Ste. 501
Nashville, TN 37219
(615) 255-7090

CERTIFICATE OF SERVICE

I declare that a true and exact copy of this Final Decree including the Final Parenting Plan was sent by U.S. Mail, postage prepaid, to Erica D. Richardson, 3463 Tisdall Drive, Whites Creek, TN 37189, this the 20th day of December, 1999

Kimberly E. Johnson

IN THE SECOND CIRCUIT COURT OF DAVIDSON COUNTY TENNESSEE

FILED
1999 DEC 23 PM 12:
RICHARD R. R... CLE

Case No. 99D-1748

PARENTING PLAN

[ ] Proposed Plan

[X] Final Parenting Plan

Jerry Wayne Richardson
FATHER/MOTHER
Address: 3121 Kinwood Drive
Antioch TN 37013
SS# [redacted] 9024

Erica Danyelle Richardson
FATHER/MOTHER
Address: 3463 Tisdall Drive
Mt. Juliet Creek TN 37189
SS# [redacted] 2846

PERMANENT PARENTING PLAN

This plan has been reached by X by Court Hearing on 12/16/99 or _____ is incorporated into a Marital Dissolution Agreement or _____ modifies an existing Plan or Order. This Parenting Plan applies to the following child(ren):

Name	Birthdate
Justin Richardson	1/13/89
April Richardson	2/7/90

1. RESIDENTIAL SHARING SCHEDULE

The schedule below sets out with which parent the child is to live during the week, weekends, holidays and vacations.

A. DAY TO DAY SCHEDULE.

The following schedule covers school age children. If the children are pre-school, add any other additional schedules as a separate sheet, if desired.

The [X] mother will have responsibility for the child(ren):
From: Friday 6:00 p.m. (Day/Time) to Sunday 6:00 pm (Day/Time)
[X] every week [ ] every other week [ ] other: _____
and from: _____ to _____
[ ] every week [ ] every other week [ ] other: _____

The [X] father will have responsibility for the child(ren):
From: Sunday 6:00 p.m. (Day/Time) to Friday 6:00 pm (Day/Time)
[X] every week [ ] every other week [ ] other: _____
and from: _____ to _____
[ ] every week [ ] every other week [ ] other: _____

B. SCHEDULE FOR WINTER HOLIDAY VACATION.
The Winter/Holiday Vacation shall begin the Friday the Metro Schools are dismissed at 6:00 p.m. The child(ren) shall be with one parent from Friday at 6:00 p.m. until December 25 at 12:00 p.m. The other parent will begin their vacation time with the child(ren) from 12:00 p.m. December 25 until 6:00 p.m. on the evening before school resumes. Each year the child(ren) will alternate the time (before or after December 25) with their parents. This schedule will begin with the child(ren) being with their [ ] mother [X] father in the year 1999.
Other: _____

C. SCHEDULE FOR SPRING VACATION.

The mother and father shall share Spring Break if the schedule is different than the normal regular residential schedule as follows:
Parties shall alternate every year, with Mother having the children in even years and Father having them in odd years.

D. SUMMER SCHEDULE

The [X] mother shall be responsible for the child(ren) during the summer:
[X] Same as school year schedule [ ] One week [ ] Two weeks every month
[ ] One month [ ] Six weeks [ ] Other _____
beginning _____.

The [X] father shall be responsible for the child(ren) during the summer:
[X] Same as school year schedule [ ] One week [ ] Two weeks every month
[ ] One month [ ] Six weeks [ ] Other _____
beginning _____.

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

Beginning in the year 2000, the child(ren) will celebrate and share the remaining holidays with their parents as follows: Check applicable holidays:

	With Mother (Specify Beginning Year Odd/Even/Every)	With Father (Specify Beginning Year) Odd/Even/Every)
Martin Luther King Day	ODD	EVEN
Presidents' Day	EVEN	ODD
Easter	ODD	EVEN
Passover		
Mother's Day	EVERY	
Father's Day	~~ODD~~	EVERY
July 4th	EVEN	ODD
Labor Day	ODD	EVEN
Veterans' Day	EVEN	ODD
Thanksgiving Day	ODD	EVEN
Birthdays	EVERY	EVERY
Other school breaks		
Other:		

[ ] For purposes of this parenting plan, a holiday shall begin and end as follows (set forth times). 6:00 p.m. on night preceding holiday to 6:00 p.m. on night of holiday.
Holidays which fall on a Friday or a Monday shall include Saturday and Sunday, unless otherwise noted._____

F. TRANSPORTATION ARRANGEMENTS,

Transportation arrangements for the child(ren), between parents shall be as follows: Father shall deliver children to Mother's parents' house and Mother shall deliver children to Father's house.

Transportation Costs: [If Applicable]:

_____

G. OTHER:

The following special provisions apply to the schedules or residential considerations of the child(ren):

Persons of the opposite sex who are not relatives shall not be permitted to spend the night in the parent's home while the children are there.

II DECISION MAKING

A. DAY TO DAY DECISIONS

Each parent shall make decisions regarding 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.

B. CHILD NURTURE

NO NEGATIVE STATEMENTS ABOUT THE OTHER PARENT

Mother and Father will behave 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. Mother and Father agree they will not speak badly of each other or the members of the family of the other parent. They will encourage the child to continue to love the other parent and be comfortable in both new families.

C. MAJOR DECISIONS.*

Major decisions regarding each child shall be made as follows:

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

* If parents wish to include a detailed list of all decisions they wish to make concerning the activities of the children, they may attach a separate sheet.

D. 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.

_____

_____

* If parents wish to include a detailed list of all decisions they wish to make concerning the activities of the children, they may attach a separate sheet.

III FINANCIAL SUPPORT FOR CHILD(REN).

A. CHILD SUPPORT PER CHILD SUPPORT GUIDELINES OR DEVIATIONS*

The [X] mother [ ] father will pay child support, in accordance with the Tennessee Child support Guidelines, in the amount of $ 55.00 per X week _____month, _____twice per month (semi-monthly), or _____every two weeks (bi-weekly), plus $_____as 5% clerks fee [if applicable] for a total amount of $_____beginning the 1st day of March, 2000.

Deviations:_____

This support shall be paid

[X] Directly to the other parent

OR

[ ] To the Clerk of the Circuit Court 506 Metro Courthouse, Nashville, TN 37201 and sent to the other parent _____
(Name and Address of Parent)

[ ] A Wage Assignment Order shall issue to _____
(Name & Address of Employer)

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 this parenting plan.

*Attach sworn statement of income if this is a Proposed Plan.

B. TAX DEDUCTION.

The tax deduction for the child(ren), so long as the child support is current on the 15th day of January of each year will be as follows:

[ ] alternate years starting _____ [ ] mother [ ] father
[X] each year [ ] mother [X] father

C. TAX RETURN NOTICE

The parent(s) paying child support shall provide to the other party and the Department of Human Services or Maximus, by or before April 15 of every year [OR August 15, if an extension is sought], a copy of their respective W-2 form or a copy of the first page of their tax return. [Form available from Circuit Clerk's Office]

D. HEALTH INSURANCE.

[X] The [ ] mother [X] father will maintain medical/hospital insurance on the minor child(ren) and he/she shall provide proof of continuing coverage, if asked, but in any event annually.

[X] Uncovered medicals, which includes deductibles, eyeglasses, contact lenses, and routine annual physicals, will be
[ ] paid by the _____
[X] divided equally by both parties.

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.

[ ] The parties will divide the costs of counseling for the children, so long as both parents have notice and agreement.

E. LIFE INSURANCE.

The [ ] mother [ ] father shall insure his/her own life in the minimum amount of $_____, whole or term. The [ ] mother [ ] father shall insure his/her own life in the amount of $_____, whole or term. The policy shall name the minor child(ren) as primary beneficiaries of the coverage. The insured shall also designate the person who will be guardian over these funds for the benefit of the children..

[ ] Other provisions regarding life insurance: _____

F. DENTAL/ORTHODONTIC CARE.

If available to either parent through their work, the [ ] mother [ ] father will maintain dental/orthodontics care on the minor child(ren). Uncovered dental/orthodontic expenses will be paid by [ ] mother [ ] father [X] divided equally by the parties.

IV. 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 [ ] mother [X] 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 parental responsibility. If the parents are joint decision makers as listed in Section III, for purposes of obtaining health insurance, they shall be considered joint custodians. This designation shall not affect either parent's rights and responsibilities under this parenting plan.

V. DISAGREEMENTS ABOUT JOINT DECISIONS OR MODIFICATIONS OF PLAN

When the parents agree to make joint decisions about parenting their children but still continue to disagree, the parties shall make a good faith effort to resolve the issue through the dispute resolution process, before returning to court.

Unless a limiting factor listed in T.C.A. 36-6-406 precludes a dispute resolution process prior to court action, or an emergency court action is necessary to protect the welfare of the child or a party, the parties agree to the following dispute resolution method:

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

[X] Mediation by Rule 31 Mediator [ ] Arbitration [ ] Settlement conference

or [ ] Court process due to Order of Protection

The cost of this process shall be assessed to the parties by the Coordinator based upon their incomes. The mediation or arbitration process shall be commenced by notifying the other party and the Court Coordinator by [ ] written request [X] certified mail [ ] other: _____. Thereafter the Coordinator will notify the other party of the request and schedule the mediation or other dispute resolution method.

In the dispute resolution process:

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

(b) The parents shall use the designated process to resolve disputes relating to making the plan work.

(c) A written record shall be prepared of any agreement reached in the mediation, arbitration or settlement conference and shall be provided to each party to be drafted into a consent order of modification .

(d) If the Court finds that a parent willfully failed to appear at a scheduled dispute resolution process without good reason, the court, upon motion, may award attorney fees and financial sanctions to the prevailing parent.

VI. STANDARD PARENTING ORDERS

Pursuant to *Tennessee Code Annotated,* 36-6-101 (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 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.

SIGNATURE OF PARTY[IES] FOR PROPOSED PARENTING PLAN OR FOR BOTH SIGNATURES FOR FINAL PARENTING PLAN

[ ] I hereby make oath that this plan has been proposed in good faith and that it is in the best interests of the children. [Only OATH necessary for Proposed Plan]

_____ _____

Mother Date and Place of Signature

_____ _____

Father Date and Place of Signature

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ OF _____, 199__.

_____

Notary Public

My Commission Expires:

_____

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.

Dated: 12-23-99

Judge

Presented by:

Signature

Kimberly E. Johnson #17927

Print or Type Name

Attorney for Plaintiff/Husband

_____

Signature

_____

Print or Type Name

Mediation Services provided by:

_____

_____

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 23 day of DECEMBER , 1999 , in the Case Number 99D1748 between RICHARDSON, JERRY WAYNE Plaintiff, and RICHARDSON, ERICA DANYELLE Defendant, as same remains of record in Vol. 970 , Page 177941 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 21 day of JANUARY in the year two thousand and in the 224th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

RICHARD R. ROOKER
CIRCUIT COURT CLERK