FILED
2001 MAR 23 PM 3:08
RICHARD R. ROOKER, CLERK
D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BRUCE EDWARD WHITE,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**No: 00D-1426**
	)	
VENITA RENNETTE WHITE,	)	
	)	
Defendant.	)	

Davidson County DEEDDIV
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FINAL DECREE

The above styled cause came on to be heard on the 13th day of February, 2001, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon Husband's Complaint for Absolute Divorce, Wife's Answer and Counter-Complaint and Husband's Answer thereto. The parties have stipulated that Husband shall be granted a divorce based on Wife's inappropriate marital conduct, that the parties have entered into a shared parenting plan, that the fair market value of the martial residence is $98,500.00, and that Wife shall be given the opportunity to purchase Husband's equity in the marital real property and if she cannot refinance said real property, then same shall be listed for sale, and upon sale, the equity shall be divided equally between the parties.

Based upon the testimony of the parties and the exhibits entered, the Court further finds that the Husband shall pay child support to the Wife in accordance with the Tennessee Child Support guidelines by wage assignment through the Central Child Support Receipting Unit.

The Court approves the division of the household furniture and furnishings entered in this cause as an exhibit, and has made a further distribution of marital property and debt as set out herein.

The parties have further agreed that each party will pay his/her own attorney's fees and Wife will pay the costs of this cause based upon Wife's having paid for the appraisal of the real estate and Husband's having paid mediation costs.

It is **ORDERED, ADJUDGED AND DECREED** based upon the stipulation of the parties, that an absolute divorce be granted to the Husband on the grounds of inappropriate marital conduct in accordance with T.C.A. § 36-4-129, and restored to all rights and privileges of an unmarried person.

It is **ORDERED, ADJUDGED AND DECREED** that the shared Parenting Plan agreed to by the parties and filed simultaneously with this Final Decree shall be made an Order of this Court.

It is **ORDERED, ADJUDGED AND DECREED** that the Husband shall pay to the Wife the amount of Five Hundred Ninety Dollars ($590.00) per month as child support which is based upon the Husband's gross annual income of approximately Forty-Five Thousand Dollars ($45,000.00), which shall be paid by wage assignment through the Central Child Support Receipting Unit together with the statutory five percent (5%) commission of Twenty-Nine Dollars and Fifty Cents ($29.50) for a total monthly payment of Six Hundred Nineteen Dollars and Fifty Cents ($619.50). Husband's present employer is:

Extendicare Homes, Inc., d/b/a Medco Center
414 Robey Street
Franklin, Kentucky 42134

Husband's employer or any successive employers shall withhold the sum of Six Hundred Nineteen Dollars and Fifty Cents ($619.50) per month from his wages and forward said sum to:

Central Child Support Receipting Unit
P. O. Box 305200
Nashville, Tennessee 37239

Upon the receipt of the aforementioned sums, Central Child Support Receipting Unit shall withhold its lawful commissions in a monthly amount of Twenty-Nine Dollars and Fifty Cents ($29.50) and shall forward the balance of Five Hundred Ninety Dollars ($590.00) per month to Mother:

Venita Rennette White
1209 Lyric Lane
Nashville, Tennessee 37207

It is **ORDERED, ADJUDGED AND DECREED** that the Wife shall be awarded all interest in the marital property located at 1209 Lyric Lane, Nashville, Davidson County, Tennessee, described as follows:

> Land in Davidson County, Tennessee, being Lot No. 15 on the Plan of Bell Valley Subdivision, as of record in Book 3500, page 45, Register's Office for said County, to which plan reference is hereby made for a more complete and detailed description of said lot.
>
> Being the same property acquired by the party of the first part pursuant to the provisions of the National Housing Act, as amended (12 U.S.C. 1701 et seq.) And the Department of Housing and Urban Development Act (79 Stat. 667), by deed dated March 5, 1991 and recorded in Book 8312, page 770, office of the Register, County of Davidson, State of Tennessee.

All right, title and interest in the house and lot located at 1209 Lyric Lane, Nashville, Davidson County, Tennessee, shall be divested from the Husband and shall vest solely in the Wife.

The Wife shall assume sole responsibility for the indebtedness thereon and shall hold the Husband harmless from any liability.

The Wife shall assume the two (2) mortgages on the marital residence, and she shall have sixty (60) days to refinance the martial home place at 1209 Lyric Lane, Nashville, Tennessee 37207, and pay to Husband the amount of Eleven Thousand Five Hundred Sixty-Five Dollars and Thirty-One Cents ($11,565.31), which is the Husband's equity of $11,923.00 minus a 3% real estate commission of $357.69. Should the Wife be unable to refinance the residence and pay the Husband his equity, then the parties shall list the same for sale, and the real property shall be sold with the equity divided equally between the parties after the costs of the sale.

It is **ORDERED, ADJUDGED AND DECREED** that the household furniture and furnishings shall be divided in accordance with the agreement between the parties attached hereto and incorporated herein by reference.

It is **ORDERED, ADJUDGED AND DECREED** that the Husband shall have forty-five (45) days to remove himself and his personal property from the marital residence.

It is **ORDERED, ADJUDGED AND DECREED** that the Wife shall be awarded a one-half interest in the You Win Plan 401(K) account of the Husband with his employer Extendicare Homes, Inc., d/b/a Medco Center. Counsel for the Wife shall prepare any Qualified Domestic Relations Order which is required and approved by the employer prior to its being submitted to this Court for its consideration and signature; and leave of the Court is granted to submit the Qualified Domestic Relations Order subsequent to the submission of the Final Decree of Divorce. The parties and their counsel shall cooperate in obtaining the information necessary to enter such Qualified Domestic Relations Order.

It is **ORDERED, ADJUDGED AND DECREED** that the Husband shall have a one-half interest in Ascension Health Retirement Plan and Tax Sheltered Annuity Savings Plan of the Wife with her employer, Saint Thomas Hospital. Counsel for the Husband shall prepare any Qualified Domestic Relations Order which is required and approved by the employer prior to its being submitted to this Court for its consideration and signature; and leave of the Court is granted to submit the Qualified Domestic Relations Order subsequent to the submission of the Final Decree of Divorce.

The parties and their counsel shall cooperate in obtaining the information necessary to enter such Qualified Domestic Relations Order.

It is **ORDERED, ADJUDGED AND DECREED** that the Husband and Wife shall divide equally the $2,800.00 which the Husband has in his bank account.

It is **ORDERED, ADJUDGED AND DECREED** that the Husband shall retain sole possession of this First Union IRA and the Wife shall retain sole possession of her First Union IRA.

It is **ORDERED, ADJUDGED AND DECREED** that the Wife shall be responsible for payment of her individual credit card debt and for the timely payment of her dental bill on the parties' joint credit card; and the Husband shall be responsible for his individual credit card debt and school loan. Neither party shall make any further charges on the credit of the other.

It is **ORDERED, ADJUDGED AND DECREED** that the Wife shall be Trustee of the bank account of the parties' minor daughter, and the Wife is restrained and enjoined from withdrawing money in said account unless both parties agree.

It is **ORDERED, ADJUDGED AND DECREED** that each party will pay his/her own attorney's fees.

It is **ORDERED, ADJUDGED AND DECREED** that the costs of this cause shall be taxed to the Wife for which execution may issue if necessary.

ENTERED this 23rd day of March, 2001.

MURIEL ROBINSON, Circuit Court Judge

Approved for Entry:

TUSCA R. S. ALEXIS #14073
Attorney for Wife
915 Jefferson Street
Nashville, TN 37208
(615) 244-4511

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been sent U. S. Mail, postage prepaid, to:

Ms. Mary Ann Reese
Attorney for Husband
Baydoun & Reese, P.A.
150 Fourth Ave., N.
One Nashville Place, Suite 2120
Nashville, TN 37219-2425

DATED this 9th day of March, 2001.

Tusca R. S. Alexis

TUSCA R. S. ALEXIS

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
2001 FEB 26 AM 10:34
RICHARD R. ROOKER, CLERK
B. Rooker D.C.

BRUCE EDWARD WHITE, Plaintiff/Father,	]	Case No. 00D-1426
VS.	]	PARENTING PLAN
	]	____ Proposed Plan
VENITA RENNETTE WHITE, Defendant/Mother.	]	_X_ Final Parenting Plan

PERMANENT PARENTING PLAN

This plan ___ is Ordered by the court on the _____ day of _____, 20___.

___ is a part of the Marital Dissolution Agreement.
___ modifies an existing Parenting Plan or prior Court Order, dated _____ day of _____, 20__.

Children:

Name:	Birthdate:	Social Security No.
Courtney Seanna White	07/20/91	[redacted]-2399

I. RESIDENTIAL SHARING SCHEDULE

The schedule below sets out which parent has responsibility for the child during the week, weekends, holidays, and vacations.

A. DAY-TO-DAY SCHEDULE.

The _X_ mother ___ father will have responsibility for the care of the child except for the following times and days when the other parent shall have responsibility for the care of the child:

From: Friday / 2:45 p.m. (Day/Time) to Monday / 8:00 a.m. (Day/Time)
_X_ every week ___ every other week ___ other: _____

B. SCHEDULE OF HOLIDAYS RELEVANT TO YOUR FAMILY, SCHOOL SCHEDULE, or SPECIAL OCCASIONS.
Indicate when child will be with each parent.
(In ODD numbered years, EVEN numbered years, or EVERY year.)

	Mother	Father
Easter	ODD	EVEN
Mother's Day	EVERY	_____
Memorial Day	EVEN	ODD
Father's Day	_____	EVERY
July 4th	ODD	EVEN
Labor Day	EVEN	ODD
Thanksgiving Day	ODD	EVEN
Child's Birthday	SHARED	SHARED
Mother's Birthday	EVERY	_____
Father's Birthday	_____	EVERY

Other Monday holidays, such as Martin Luther King Day, Presidents' Day, or Veterans' Day, will typically fall on days that Mr. White is working and Ms. White is not working. It is understood between the parties that Ms. White will continue to have responsibility for care of Courtney on these days. If Mr. White is able to get off from work on any of these days, Ms. White will make every attempt to be flexible to allow Mr. White opportunity to be with Courtney on these days. This arrangement will also apply to "administrative days" or teacher in-service days for which Courtney will not report to school.

A holiday shall begin at 6:00 p.m. on the night preceding the holiday and end at 6:00 p.m. the night of the holiday unless otherwise noted: Thanksgiving Day will include the following Friday through Sunday.

C. SCHEDULE FOR WINTER HOLIDAY VACATION.

Each parent will alternate having Courtney one week prior to Christmas, including Christmas Day, with the other having Courtney one week after Christmas, including New Year's Day. Ms. White shall have the first week in odd years, and Mr. White shall have the first week in even years. If the parent who has Courtney the first week of the vacation must work on December 26th, that parent will drop off Courtney between 10:00 and 11:00 p.m. on Christmas Day. If the parent who has Courtney the first week of the vacation does not have to work on December 26th, that parent will drop off Courtney on the morning of December 26th by 9:00 a.m. This same arrangement applies for drop-off arrangements for New Year's Day.

D. SCHEDULE FOR SPRING VACATION.

Each parent will alternate having Courtney during her Spring Break from school with Mr. White having the odd years and Ms. White having even years. It has been determined and agreed by the parties that the holiday shall commence at the end of the school day (approximately 2:45 p.m.) on Friday prior to the week long break from school and shall end on Friday of the break from school at 5:00 p.m.

E. SUMMER SCHEDULE.

Each parent shall have four (4) weeks unrestricted time with Courtney. Mr. White will select four weeks to Ms. White no later than April 1 of each year. If said weeks are not selected by that time Father will work around Wife's schedule. If there exist conflicts regarding the selection of parent's four weeks, it is agreed that it shall be resolved by coin toss.

F. TRANSPORTATION ARRANGEMENTS.

During the school year, Mr. White will pick up Courtney at the end of the school day at her school and will return her to her school on Monday morning for the beginning of school. During the summer months, Mr. White will pick up and drop off Courtney at Ms. White's home.

G. OTHER:
The following special provisions apply to the schedules or residential considerations of the child:
Should a parent have to work or be unable to be with the child during his or her parenting time, then the other parent shall be given first opportunity to assume the parenting responsibilities.

Ms. White and Mr. White both agree to notify each other at the earliest possible opportunity of any plans to take Courtney out of town. In addition, each parent agrees to provide the other with an emergency number in the event either parent needs to be reached by Courtney or for Courtney's sake while that parent is out of town.

II. DECISION MAKING

A. 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 Courtney.

B. CHILD NURTURE.

Mother and Father will behave with respect to each other and the child so as to provide a loving, stable, consistent, and nurturing relationship with the child 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
Long-term Child Care	___ mother	___ father	_X_ joint
_____	___ mother	___ father	___ joint

III. FINANCIAL SUPPORT FOR CHILD

A. CHILD SUPPORT PER TENNESSEE GUIDELINES OR DEVIATIONS.

Child support was set by Court per Final Decree ruling.

B. TAX DEDUCTION.

Mr. White and Ms. White agree that the tax deduction for Courtney will alternate year to year starting 2001 with Mr. White. Ms. White and Mr. White agree that for the tax year 2000, they will file a joint tax return.

C. TAX RETURN NOTICE.

The parent(s) paying child support shall send to the other parent by or before April 15 of every year (OR August 15, if an extension is sought), a copy of their respective W-2(s), 1099(s), and first two pages of their tax return.

D. HEALTH/DENTAL INSURANCE.

Ms. White and Mr. White agree that Ms. White will continue to maintain medical/hospital insurance, insurance for dental/orthodontic care as well as insurance for vision care for Courtney. Mr. White will reimburse Ms. White each month for one-half the amount deducted from Ms. White's payroll check that is attributed to Courtney's premium. At the time of this agreement, the amount Mr. White will reimburse Ms. White is $35.10. Uncovered expenses will be paid one-half by each party.

After insurance has paid its portion, 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 30 days of receipt of the bill.

E. LIFE INSURANCE.
The _X_ father shall insure his own life in the minimum amount of $100,000.00, whole or term.
The _X_ mother shall insure her own life in the minimum amount of $100,000.00, whole or term.
The policy(ies) shall name the ___ other parent OR _X_ other parent as trustee of the funds to serve without bond or accounting, as beneficiary for the support of the child OR Other: _____.

IV. DESIGNATION SOLELY FOR STATE AND FEDERAL STATUTES:

The child(ren) named in this parenting plan are scheduled to reside the majority of the time with the _X_ mother ___ father. **SOLELY** for purposes of any other state and federal statutes which require a designation or determination of parental responsibility, this parent is designated the "Custodian of the Child." If the parents are joint decision makers as listed in Section II for purposes of obtaining health or other 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

Should a disagreement arise about the Parenting Plan or the parties wish to modify the plan, other than child support, the parties shall make a good faith effort to resolve the issue through the dispute resolution process, before returning to court as set out below.

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 children 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 by arbitrator selected by parties or the court.
___ Settlement conference with judge not presiding in parents' case.
___ Court process DUE TO ORDER OF PROTECTION OR RESTRICTIONS.

The cost of this process shall be assessed to the parties by the Court based upon their incomes. The out-of-court process shall be commenced by notifying the other party and the Court by
_X_ written request ___ certified mail ___ Other: _____.

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 implementation of the Plan.
(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.

STANDARD PARENTING RIGHTS

Pursuant to Tennessee Code Annotated, § 36-6-101(a) both parents are entitled to the following rights:

1. To unimpeded telephone conversations with the child at least twice each week at reasonable times and for a reasonable duration;
2. To send mail to the child which the other parent shall not open and will not censor;
3. To receive notice and relevant information as soon as practical (but within 24 hours) in the event of hospitalization, major illness, or death of the child;
4. To receive directly from the school, upon written request, which includes a current mailing address and upon payment of reasonable costs of duplicating, copies of the child's report cards, attendance records, names of teachers, class schedules, standardized test scores, and any other records customarily made available to parents;
5. Unless otherwise provided by law, the right to receive copies of the child's medical, health or other treatment records directly from the physician or health care provider who provided such treatment or health care upon written request which contains a current mailing address and upon payment of reasonable costs of duplication; provided, that no person who receives the mailing address of a parent as a result of this requirement shall provide such address to the other parent or a third person;
6. To be free of derogatory remarks made about such parent or such parent's family by the other parent to or in the presence of the child;
7. To be given at least forty-eight (48) hours notice, whenever possible, of all extra curricular activities, and the opportunity to participate or observe, including, but not limited to, the following:
    (i) School activities;
    (ii) Athletic activities;
    (iii) Church activities; and
    (iv) Other activities as to which parental participation or observation would be appropriate.
8. To receive from the other parent, in the event the other parent leaves the state with the minor child or children for more than two (2) days, an itinerary including telephone numbers for use in the event of an emergency.
9. Access and participation in education, including the right of access to the minor child or children for lunch and other activities, on the same basis that is provided to all parents, provided the participation or access is reasonable and does not interfere with day-to-day operations or with the child's educational performance.

SIGNATURE OF PARTY(IES) FOR PROPOSED PARENTING PLAN OR 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 child(ren). (Notary requirement for Proposed Plan only.)

Yenita M. White
Mother

Date and Place of Signature

Father

Date and Place of Signature

SWORN TO AND SUBSCRIBED BEFORE ME THIS _ DAY OF _____, 20___.

My Commission Expires:

_____

NOTARY PUBLIC

ORDER OF 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: Mar 23, 2001

JUDGE

Presented by Counsel:

MARY ANN REESE, BPR# 7190
Attorney for Father
BAYDOUN & REESE, P.A.
First Union Tower, Suite 2120
150 Fourth Avenue, North
Nashville, TN 37219-2425
(615) 256-7788

TUSCA R. S. ALEXIS, BPR# 14073
Attorney for Mother
915 Jefferson Street
Nashville, TN 37208
(615) 244-4511

Address of Mother:
VENITA RENNETTE WHITE
1209 Lyric Lane
Nashville, TN 37207

Dec. 15, 2000
Date Attended Parenting Seminar

Address of Father:
BRUCE EDWARD WHITE
1209 Lyric Lane
Nashville, TN 37207

January 27, 2001
Date Attended Parenting Seminar

(If Applicable)
Mediation Services provided by:

Family and Children's Services

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BRUCE EDWARD WHITE,
Plaintiff,

VS.

VENITA RENNETTE WHITE,
Defendant.

2001 MAR 23 PM 3:10
Case No. 00D-1426
RICHARD R. ROOKER, CLERK
D.C.

- Agreement was reached by Ms. White and Mr. White regarding the division of property as follows:

Ms. White to keep:

One VCR
Ms. White's record and tape cassettes
Large picture of Ms. White
Treadmill
TV in Ms. White's room
Den furniture
Computer including printer, speakers, monitor, fax, scanner, computer table & chairs, shredder
Living room furniture except plant tables and plants that have been already divided
Stove and refrigerator unless not needed in which case Mr. White keeps
Bedroom #2 – wardrobe, bed, dresser and mirrors
Garage – large gym, microwave (large), microwave (small)
Holiday decorations
Ms. White's luggage
8mm camcorder
African masks
White lawn furniture
Shed to stay with the house
Ms. White's china
Old antique stereo in the garage

Phone in Ms. White's room
Ms. White's automobile, a 1996 Eclipse

Mr. White to keep:

Speakers, stereo system
One VCR
19" television in den
Mr. White's records and tape cassettes
Large picture of Mr. White and Ms. White
Large picture of Courtney
Bedroom #1: 1 wardrobe, Mr. White's TV armoire, computer stand in his room
Music Equipment
Garage: workbench, card table, music equipment & drums bought after the marriage
Mr. White's luggage (his brother's)
The larger camcorder
Marimba
Workout bench
Blender; popcorn popper
Black phone; answering machine in den
Silver pots
Mr White's 5 cars

Miscellaneous:

- VHS tapes and CD's have already been divided. Some pictures have been divided and others will be split by Mr. White and Ms. White or they will make duplicates
- Kitchen—whoever receives the house will retain the kitchen items in the house. If the house is to be sold, Mr. White will keep the kitchen table and chairs.
- Wedding shelf—pots and pans will be divided equally as well as those in bottom of pantry
- The book shelf in Bedroom #1 goes to Courtney
- Bedroom #3 (Courtney's bedroom)—If Ms. White receives the house, Courtney's bedroom things will remain in the house, if not, both parents will divide costs for a new bedroom for Courtney.
- Whoever keeps the house will keep the washer and dryer. If the house is to be sold, Mr. White keeps the dryer and Ms. White keeps the washer.
- Green table and chairs in the garage to be thrown away
- Courtney will keep her own luggage
- Towels, linens, etc., to be divided equally.
- The kitchen phone will stay with the house. Dishes to be divided equally.

I hereby certify that this is a true copy
of original instrument filed in my office
this 5 day of Apr 2004
RICHARD R. ROOKER, Clerk
By _____
Deputy Clerk

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 FOURTH Circuit Court for Davidson County, Tennessee, on the 23 day of MARCH , 2001 , in the Case Number 00D1426 between WHITE, BRUCE EDWARD Plaintiff, and WHITE, VENITA RENNETTE Defendant, as same remains of record in Vol. 1773 , Page 324925 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 11 day of APRIL in the year two thousand one and in the 225th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

