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

FILED
2001 OCT 12 AM 10: 51
RICHARD R. ROBERTS, CLERK
B Murray D.C.

PENNY LEANN (PERRY) ALLEN,	)	
	)	
Plaintiff/Wife,	)	
	)	**Docket No.: 00D-3071**
vs.	)	**NOTICE OF ENTRY**
	)	**REQUIRED**
DON GLEN ALLEN,	)	
	)	
Defendant/Husband.	)	

FINAL DECREE

This matter came to be heard on June 26, 2001 before the Honorable Marietta Shipley, Judge of the Second Circuit Court for Davidson County, Tennessee, upon the Complaint for Absolute Divorce filed by the Wife and the Answer and Counter-Complaint filed by the Husband and the Answer thereto. The Court finds, based on the statement of counsel for the parties, the testimony of the parties themselves and the record as a whole that the parties should be declared divorced pursuant to T.C.A. §36-4-129(b) and restored to all rights and privileges of unmarried persons.

It is therefore **ORDERED, ADJUDGED AND DECREED** that the parties are declared divorced pursuant to T.C.A. §36-4-129(b) and that both parties are restored to all rights and privileges of unmarried persons:

It is further **ORDERED, ADJUDGED AND DECREED** that all issues involving the minor children are hereby addressed by the Permanent Parenting Plan which is attached to this Final Decree of Divorce as Exhibit A.

It is further **ORDERED, ADJUDGED AND DECREED** that the Wife's request for alimony in any form is hereby most respectfully denied by the Court. The Court specifically finds that the disposable income of the Wife significantly exceeds the disposable income of the Husband. The Court further finds that the Husband does not have the ability to pay alimony in any form to the Wife.

IT IS FURTHER ORDERED that the Wife shall be awarded the real property located at 4705 Kalamath Drive, Old Hickory, Tennessee, 37138 described more particularly as follows:

Lot #353 in
Sherwood Forest
Section 4

Davidson County DEEDDIV
Recvd: 12/20/01 15:19 13pgs
Fees:67.00 Taxes:0.00
20011220-0140825

IT IS FURTHER ORDERED that the Husband should obtain a lien on said real property in the amount eleven-thousand two-hundred-fifty ($11,250.00) dollars. **IT IS FURTHER ORDERED** that the Wife shall have the option of purchasing the Husband's equity upon refinancing. **IT IS FURTHER ORDERED** that the Wife shall have the option of staying in the home until the youngest child graduates from high school or upon her remarriage whichever occurs first. **IT IS FURTHER ORDERED** that upon the sale of the real property, the Husband's lien shall be satisfied. **IT IS FURTHER ORDERED** that the Husband's request for an Order either selling the house or ordering immediate refinancing is respectfully denied. **IT IS FURTHER ORDERED** that the Husband shall have the right, by motion, to request that the real property be sold forthwith should the Wife fall behind three (3) months on the first or second mortgage payment.

IT IS FURTHER ORDERED should the Husband have to catch up the delinquent payments and mortgage payments, he shall be reimbursed at the closing of the sale of the real property.

IT IS FURTHER ORDERED that the Wife shall be responsible for all mortgages associated with said real property.

IT IS FURTHER ORDERED that the Husband shall be responsible for the full amount of the debt due and owing to American General in the approximate amount of five-thousand five-hundred ($5,500.00) dollars.

IT IS FURTHER ORDERED that the Husband shall be awarded one-half (½) of the value of his 401(K) through his employment as of June 26, 2001.

IT IS FURTHER ORDERED that the Wife shall be awarded one-half (½) of the value of his 401(K) through his employment as of June 26, 2001. **IT IS FURTHER ORDERED** that both parties shall execute any documentation necessary to effectuate the Wife's one-half (½) interest in the 401(K) to her.

IT IS FURTHER ORDERED that the Husband's normal retirement benefit that is accrued during the tenure of the marriage through the United Food and Commercial workers Union and Employer's Pension Fund is six-hundred fifty-four ($654.00) dollars. **IT IS FURTHER ORDERED** that upon the Husband's normal retirement the Wife shall be entitled to the sum of three-hundred twenty-seven ($327.00) dollars per month which constitutes one-half

(½) of the accrued benefits during the marriage of the Husband's retirement United Food and Commercial workers Union and Employer's Pension Fund. **IT IS FURTHER ORDERED** that both parties shall cooperate in the execution of any documentation to effectuate payment of said sum to the Wife upon her Husband's normal retirement.

IT IS FURTHER ORDERED that the Husband shall be awarded the 1992 Mitsubishi Gallant automobile and the 1988 SS Monte Carlo free and clear of any claim from the Wife. The Husband shall be responsible for any and all indebtedness associated with said automobiles and agrees to hold the Wife harmless on the same.

IT IS FURTHER ORDERED that the Wife shall be awarded the 1998 Mitsubishi Gallant automobile free and clear of any claim from the Husband. The Wife shall be responsible for any and all indebtedness associated with said automobile and will to hold the Husband harmless thereon.

IT IS FURTHER ORDERED that Mr. Allen shall be awarded the following items of personal property in the marital homeplace:

JVC stereo,

Panasonic DVD player,

mirror that belonged to Husband's mother and father,

JVC video camera,

Nikon 35mm camera,

pictures of Husband's mother and father,

JVC 27" television,

all the Husband's personal items,

RCA video recorder,

Sony digital camera,

Contractor books,

Scuba diving books and charts,

all Husband's personal memorabilia that belonged to Husband from school.

The Husband shall receive the above listed items free and clear from any claim from the Wife.

IT IS FURTHER ORDERED that the Wife shall receive all remaining household items free and clear of any claim from the Husband.

IT IS FURTHER ORDERED that Nathaniel Koenig, attorney for the Wife, shall be awarded a judgment in the amount of one-thousand ($1,000.00) dollars against the Husband for his reasonable attorney fee for which execution may issue, if necessary.

IT IS FURTHER ORDERED that all court costs if this cause of action shall be split equally between the parties.

ENTERED THIS THE 12 **DAY OF** October, **2001.**

Nunc pro tunc to July 31, 2001

MARIETTA SHIPLEY, JUDGE

Approved for entry:

PHILIP E. SMITH #13421
Suite 2400 — L&C Tower
401 Church Street
Nashville, TN 37219
(615) 467-1801
Attorney for the Husband

NATHANIEL KOENIG #10252
Suite 102
303 Church Street
Nashville, TN 37201
(615) 244-0045
Attorney for the Wife

IN THE SECOND CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

FILED
2001 OCT 12 AM 10:54
RICHARD R. ROOKER, CLERK

PENNY LEANN ALLEN
PARENT

Case No. 00D-3071

PARENTING PLAN
____ Proposed Plan

DON GLEN ALLEN
PARENT

D.C. XX Final Parenting Plan

PERMANENT PARENTING PLAN

This plan is ___ Ordered by the court on the ___day of _____, 20__,
XX is a part of the Marital Dissolution Agreement,
___ modifies an existing Parenting Plan or prior Court Order, dated
_____ day of _____, 20__.

Children:

Name	Birthdate
Kandace Nicole Allen	2-05-90
Mary-Chelsee Eva Allen	11-30-93

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 XX mother ___ father will have responsibility for the care of the child(ren) except the following times and days when the other parent shall have responsibility for the care of the child(ren):

From: Friday at 6:30 P.M. (Day/Time) to Sunday at 6:30 P.M. (Day/Time)
___ every week XX every other week ___ other _____

and from: Wednesday after school (Day/Time) to Wednesday at 8:00 P.M. (Day/Time)

___ every week ___ every other week ___ other: _____

Beginning ___ day of _____, 20__.

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

	Mother	Father
Martin Luther King Day	EVEN	ODD
Presidents' Day	ODD	EVEN
Easter	EVEN	ODD
Passover		
Mother's Day	EVERY	
Memorial Day (if no school)	ODD	EVEN
Father's Day		EVERY
July 4th	EVEN	ODD
Labor Day	ODD	EVEN
Thanksgiving Day & Friday	EVEN	ODD
Child(ren)'s Birthdays		
Other school- free days		
Mother's Birthday	EVERY	
Father's Birthday		EVERY
Other:		

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:

C. **SCHEDULE FOR WINTER HOLIDAY VACATION.**

The XX **mother** ___ **father shall have the child(ren) in even years from the day school is dismissed at** ___ **p.m. until December 25 at** 3 P **.m. The other parent will have the child(ren) from December 25 at** ___ _**.m. until 6:00 p.m. on the evening before school resumes.**

OR as agreed upon by the parents as follows:

D. **SCHEDULE FOR SPRING VACATION.**

The mother and father shall share or alternate Spring Break as follows:

Beginning: 2002

E. SUMMER SCHEDULE

The XX mother ___ father shall be responsible for the care of the child(ren) during the summer, except for the following days and times when the other parent will be responsible for the care of the child(ren):

___ Same as school year schedule ___ Two Weeks
___ Two weeks every month ___ One month ___ Six weeks
Other Father to have two non-consecutive weeks.
_____ Beginning 2002

F. TRANSPORTATION ARRANGEMENTS.

Transportation arrangements for the child (ren), between parents shall be as follows:

_____
_____

Long Distance Transportation Costs: [If Applicable]:

_____

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

_____
_____

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 the children.

B. CHILD NURTURE
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**	XX **joint**
Non-emergency health care	XX **mother**	___ **father**	___ **joint**
Religious upbringing	___ **mother**	___ **father**	XX **joint**
Extracurricular activities	XX **mother**	___ **father**	___ **joint**
_____	___ **mother**	___ **father**	___ **joint**
_____	___ **mother**	___ **father**	___ **joint**

D. **PRIVATE SCHOOL AND COLLEGE : [Optional]**

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 the plans for special or private schooling, they may attach a separate sheet.]

III. FINANCIAL SUPPORT FOR CHILD(REN)

A. **CHILD SUPPORT PER TENNESSEE GUIDELINES OR DEVIATIONS ***

The ___ mother XX father will pay child support, in accordance with the Tennessee Child Support Guidelines, in the amount of $ 710.00 **per ____ week XX 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 _____ day of _____, 20____,

Deviations: _____

This support shall be paid

___ **Directly to the other parent.**

XX **To the Central Child Support Receipting Unit, P. O. Box 305200, Nashville, TN 37229, and sent to the other parent.**
Address: 4705 Kalamath Drive, Old Hickory, TN 37138

___ **Direct Deposit to the other Parent at _____ Bank.**

___ **By Wage Assignment Order [Attach Order]**

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

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

B. TAX DEDUCTION

The XX mother ___ father shall receive the tax deduction for the child(ren), [so long as the child support is current on the 15th day of January of each year] in

___ alternate years starting _____

XX each year

Other: _____

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 INSURANCE

The ___mother XX father will maintain medical/hospital insurance on the minor child(ren) and he/she shall provide proof of continuing coverage annually.

Uncovered medical expenses, which include deductibles or co-payments, eyeglasses, contact lenses, routine annual physicals , will be paid by the

___ mother or ___ father or XX divided equally by the parties.

___ Other: _____

(This may also include a provision for counseling.)

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 [OPTIONAL FOR PARENT NOT PAYING CHILD SUPPORT]

The XX father shall insure his own life in the minimum amount of $ 100,000.00 , whole or term.

The XX 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 ___ other parent as trustee of the funds to serve without bond or accounting, as beneficiary for the support of the children OR Other: Third party as trustee.

F. DENTAL/ORTHODONTIC CARE

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

IV. DESIGNATION SOLELY FOR STATE AND FEDERAL STATUTES:

The children named in this parenting plan are scheduled to reside the majority of the time with the XX 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, 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:

XX 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

___ written request XX 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.

VI. STANDARD PARENTING ORDERS

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 children. (Notary requirement for Proposed Plan only.)

Penny Allen
Mother

9/5/01 Nashville, TENN
Date and Place of Signature

Dan Allen
Father

8/10/01 Nashville, Tenn.
Date and Place of Signature

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ **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: 10-12-01

Marietta M. Shipley
JUDGE

Presented by Counsel:

Signature _____ **BPR #**
Name Nathaniel H. Koenig #10252
Address 303 Church St. Ste. 102
Nashville, TN 37201-1786
Phone (615) 244-0045

Signature _____ **BPR #**
Name Philip E. Smith #13421
Address 401 Church St. L&C Tower Ste. 2400
Nashville, TN 37219
Phone (615) 467-1801

Address of Mother

4705 Kalamath Drive

Old Hickory, TN 37138-4114

Address of Father

107 Ceader Wood Lane

Madison, TN 37115

_____
Date Attended Parenting Seminar

_____
Date Attended Parenting Seminar

(If applicable) 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 12 day of OCTOBER , 2001 , in the Case Number 00D3071 between ALLEN, PENNY LEANN Plaintiff, and ALLEN, DON GLEN Defendant, as same remains of record in Vol. 2312 , Page 423854 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 20 day of DECEMBER in the year two thousand one and in the 225th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

