FILED

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2000 FEB -3 PM 4:08

RICHARD R. ROOKER, CLERK

B Murray D.C.

REBECCA ANNE NERGENAH,	]	
Plaintiff,	]	
VS.	]	**NO. 99D-2487**
DALE EUGENE NERGENAH,	]	**NOTICE OF ENTRY REQUESTED**
Defendant.	]	

FINAL DECREE OF DIVORCE

This cause came on to be granted on the 3 day of ~~January~~ February, 2000, before the Honorable Marietta Shipley, Judge, upon the original Complaint for Absolute Divorce heretofore filed by Wife, Rebecca Anne Nergenah; subsequent agreement of the parties to allow Wife to proceed upon a non-contested basis; submission to the Court of a written Marital Dissolution Agreement and Parenting Plan heretofore signed by the parties; and the entire record in this cause, from all of which the Court finds that these parties have suffered irreconcilable differences pursuant to Tennessee Code Annotated §36-4-103. It is therefore:

ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore subsisting between the parties be, and the same are, hereby forever and perpetually dissolved, and the Complainant, Rebecca Anne Nergenah, is granted an absolute divorce, and both parties are restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement in a Parenting Plan for the custody and maintenance of the parties' minor child, Shelby Paige Nergenah, of that marriage, and for the equitable settlement of any property rights between the parties pursuant to Tennessee Code Annotated §36-4-103(b), and that the parties have entered into a Marital Dissolution Agreement which is as follows:

Davidson County DEEDDIV
Recvd: 04/16/02 09:36 18pg
Fees:92.00 Taxes:0.00
20020416-0046757

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
2000 JAN 28 PM 4:01
RICHARD R. ROOKER, CLERK
D.C.

REBECCA ANNE NERGENAH,

Plaintiff,

VS.

DALE EUGENE NERGENAH,

Defendant.

NO. 99D-2487

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Second Circuit Court for Davidson County, Tennessee, a Complaint for Absolute Divorce filed by Rebecca Anne Nergenah, hereinafter referred to as "Wife" against Dale Eugene Nergenah, hereinafter referred to as "Husband" under Docket No. 99D-2487, and

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

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

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

1. **CONSIDERATION:** The consideration for this agreement are the mutual promises and agreements herein contained.

2. **NO INTERFERENCE:** Each party shall be free from the interference, authority and control, either directly or indirectly, by the other, as fully as if he or she were single and unmarried.

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

4. **DIVORCE:** Wife shall be granted an absolute divorce upon the grounds of irreconcilable differences, and each party shall be restored to all the rights and privileges of an unmarried person.

5. **CHILD CUSTODY:** Issues pertaining to the parties' minor child, Shelby Paige Nergenah, whose date of birth is August 17, 1996, including child support, health insurance, life insurance, visitation, and pre-high school and college educational expenses are addressed by the parties in the attached Parenting Plan which is adopted by the Court and incorporated herein by reference.

6. **REAL PROPERTY:** These parties are the owners, by tenants-by-the-entirety, of three parcels of (3) real property. Wife shall be awarded all right, title, and interest in and to the real estate located at 335 Blackman Road, in Nashville, Davidson County, Tennessee, free and clear of any interest of Husband, subject to any indebtedness thereon, indemnifying and holding Husband harmless from any liability thereon.

Husband shall be awarded all right, title, and interest in and to the real estate located at 913 Montrose Avenue, in Nashville, Davidson County, Tennessee, and at 919 Battlefield Drive, in Nashville, Davidson County, Tennessee, free and clear of any interest of Wife, subject to any indebtedness thereon, indemnifying and holding Wife harmless from any liability thereon. Forsolong as Wife is cosigned on the above mortgages on the real estate awarded to Husband, he shall pay each mortgage payment timely and in the proper amount so as to not negatively affect Wife's credit.

As a further division of the marital real estate set forth hereinabove, and the fact that the real property awarded to Husband is of greater equity than the real property awarded to Wife, Husband shall pay Wife the sum of Seventy Thousand Dollars ($70,000) which will be awarded in the nature of an interest-free judgment which shall be paid to Wife within six (6) months of entry of the Final Decree of Divorce. This judgment award is nonbankruptable and shall be secured by a lien against either one or both of the real estate parcels awarded to Husband.

Each party shall execute any Quitclaim Deeds to the real property awarded to the other party set forth hereinabove.

Husband shall further pay the mortgage, taxes, and insurance on Wife's 335 Blackman Road property on a monthly basis, timely and

in the proper amounts, until he pays Wife the Seventy Thousand Dollar ($70,000) judgment set forth hereinabove. Husband shall be given a credit against the Seventy Thousand Dollar ($70,000) judgment for the monthly payments made prior to the payment of the Seventy Thousand Dollar ($70,000) judgment.

7. **HOUSEHOLD FURNITURE, FURNISHINGS, AND OTHER PERSONAL PROPERTY:** Except as otherwise specifically mentioned under the provisions of this Marital Dissolution Agreement, the parties acknowledge that they have heretofore divided all items of household furniture, furnishings, and other personal property. As such, each party shall be awarded all items of household furniture, furnishings, and other personal property not specifically mentioned herein, presently in that party's respective possession, free and clear of any interest of the other party, and subject to any indebtedness thereon, indemnifying and holding the other party harmless from any liability thereon.

8. **MISCELLANEOUS DIVISION OF PROPERTY:** Husband shall be awarded all right, title, and interest in and to the following assets, free and clear of any interest of Wife, subject to any indebtedness thereon, indemnifying and holding Wife harmless from any liability thereon, as follows: cash in his bank accounts, petty cash bank account, First Union National Bank personal account, Bank of Nashville investment account, all accounts receivable with his self-employment, the Lenahan account, any receivables from his business endeavors, his IRA/SEP/DEN account, the Series E savings bond, any undeposited funds, construction tools, and Lifetime stock.

Wife shall be awarded all right, title, and interest in and to the following assets, free and clear of any interest of Husband, subject to any indebtedness thereon, indemnifying and holding Husband harmless from any liability thereon, as follows: her 401K account through her employer, and any and all bank accounts in her name.

9. **VEHICLES:** Husband shall be awarded all right, title, and interest in and to the 1982 GMC truck, the 1990 Caprice Classic vehicle, and the tool trailer presently in his possession, free and

clear of any interest of Wife, and subject to any indebtedness thereon, indemnifying and holding Wife harmless from any liability thereon.

Wife shall be awarded all right, title, and interest in and to the 1991 Volvo 740 vehicle presently in her possession, free and clear of any interest of Husband, and subject to any indebtedness thereon, indemnifying and holding Husband harmless from any liability thereon.

10. **DEBTS:** Husband shall be responsible for paying the following debts, timely and in the proper amounts, indemnifying and holding Wife harmless from any liability thereon: three (3) accounts with First Bank Card, Advanta MasterCard, two (2) American Express Optima accounts, American Express account, Associates account, First USA, Chase account, GE MasterCard, Pitney Works, Wells Fargo account, and any Capital draw accounts.

Except as otherwise specifically mentioned herein, Wife shall be responsible for the payment of any indebtedness in her respective name, indemnifying and holding Husband harmless from any liability thereon.

11. **COURT COSTS:** Any Court costs in this cause shall be assessed equally between the parties, for all of which let execution issue if necessary.

12. **ATTORNEY'S FEES:** Each party shall be responsible for the payment of their own respective attorney's fees incurred in this cause, if any.

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

14. **ACCEPTANCE BY THE PARTIES:** With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a nondischargeable debt under 11 USC Section 523(5) of the Bankruptcy Code, and in the nature of a support obligation,

this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the Marital Dissolution Agreement.

15. **FAIRNESS OF AGREEMENT:** Both parties acknowledge that the provisions of this agreement are fair, adequate and satisfactory to the other party.

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

17. **ENTIRE AGREEMENT:** This agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

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

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

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

Witness our hands on this the 19th day of January, 2000, as to the Wife, and on this the 19 day of January, 2000, as to the Husband.

REBECCA ANNE NERGENAH

DALE EUGENE NERGENAH

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

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

Witness my hand and official seal at Nashville, Davidson County, Tennessee, on this the 19th day of January, 2000.

NOTARY PUBLIC

My Commission Expires: May 26, 2002

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

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

Witness my hand and official seal at Nashville, Davidson County, Tennessee, on this the 19th day of January, 2000.

NOTARY PUBLIC

My Commission Expires: May 26, 2002

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
2000 FEB -3 PM 4:09
RICHARD R. ROOKER, CLERK
D. Murray D.C.

FILED
2000 JAN 28 PM 12:01
RICHARD R. ROOKER, CLERK
D.C.

REBECCA ANNE NERGENAH,

Plaintiff,

VS.

DALE EUGENE NERGENAH,

Defendant.

D.O. NO. 99D-2487

NOTICE OF ENTRY REQUESTED
( ) PROPOSED (PPP)
( ) TEMPORARY (PPT)
(XX) FINAL ORDER (PP)

PERMANENT PARENTING PLAN

I. GENERAL INFORMATION

This parenting plan applies to the following child:

Name	Birthdate
Shelby Paige Nergenah	August 17, 1996

II. RESIDENTIAL SCHEDULE

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

2.1 PRESCHOOL SCHEDULE. (If Applicable)

(XX) Prior to enrollment in school, the child shall reside with the (XX) mother ( ) father, except for the following days and times when the child will reside with, or be with, the other parent:

From: _____ (Day/Time) to _____ (Day/Time)

( ) every week
( ) every other week
( ) the first and third week of the month
( ) the second and fourth week of the month
( ) every other weekend
(XX) reasonable and liberal visitation to be agreed upon between the parties

2.2 SCHOOL SCHEDULE.

Upon enrollment in school, the child shall reside with the (XX) mother ( ) father, except for the following days and times when the child will reside with, or be with, the other parent:

From: _____ (Day/Time) to _____ (Day/Time)

( ) every week
( ) every other week
( ) the first and third week of the month
( ) the second and fourth week of the month
( ) every other weekend
(XX) reasonable and liberal visitation to be agreed upon between the parties

(XX) The school schedule will start when each child begins:
( ) kindergarten
(XX) first grade

2.3 SCHEDULE FOR WINTER/CHRISTMAS VACATION.

The child shall reside with the (XX) mother ( ) father during winter vacation, except for the following days and times when the child will reside with, or be with, the other parent: reasonable and liberal visitation to be agreed upon between the parties

2.4 SCHEDULE FOR SPRING VACATION.

The child shall reside with the (XX) mother ( ) father during spring vacation, except for the following days and times when the child will reside with, or be with, the other parent: reasonable and liberal visitation to be agreed upon between the parties

2.5 SUMMER SCHEDULE.

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

( ) Same as school year schedule
( ) One week every month _____
( ) Two weeks every month beginning _____
( ) One month beginning _____
( ) _____ weeks during summer, starting _____
(XX) reasonable and liberal visitation to be agreed upon between the parties

During the above summer schedule, the other parent shall have time with the child as follows: not applicable

2.6 SCHEDULE FOR HOLIDAYS. (Relevant to Family or School Schedule or Special Occasions)

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

	With Mother (Specify Year Odd/Even/Every)	With Father (Specify Year Odd/Even/Every)
New Year's Day	_____	_____
Martin Luther King Day	_____	_____
President's Day	_____	_____
Easter	_____	_____
Passover	_____	_____
Memorial Day	_____	_____
Mother's Day	_____	_____
Father's Day	_____	_____
July 4th	_____	_____
Labor Day	_____	_____
Thanksgiving Day	_____	_____
Christmas Eve	_____	_____
Christmas Day	_____	_____
Hanukkah	_____	_____
Birthdays	_____	_____

All holiday visitation shall be reasonable and liberal visitation to be agreed upon between the parties

( ) For purposes of this parenting plan, a holiday shall begin and end as follows (set forth times): _____

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

2.7 RESIDENTIAL RESTRICTIONS.

(XX) Does not apply
OR

( ) The ( ) father's ( ) mother's residential time with the child shall be limited because:
- ( ) Physical, sexual, or a pattern of emotional abuse of a child.
- ( ) A history of acts of domestic violence or an assault or sexual assault which causes grievous bodily harm or the fear of such harm.
- ( ) Neglect or substantial nonperformance of parenting functions.
- ( ) A long-term emotional or physical impairment which interferes with the performance of parenting functions as defined in TCA 36-6-102.
- ( ) The absence or substantial impairment of emotional ties between the parent and child.
- ( ) The abusive use of conflict by the parent which creates the danger of serious damage to the child's psychological development.
- ( ) A parent has withheld from the other parent access to the child for a protracted period without good cause.

The following restrictions shall apply when the child spend time with ( ) father ( ) mother: not applicable

2.8 TRANSPORTATION ARRANGEMENTS.

Transportation arrangements for the child between parents shall be as follows: father shall provide visitation transportation

Cost (if applicable): not applicable

2.9 DESIGNATION OF PRIMARY RESIDENTIAL PARENT FOR STATE AND FEDERAL STATUTES.

The child named in this parenting plan are scheduled to reside the majority of the time with the (XX) 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. If the parents are joint decision makers as listed in Section 3.3, 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.**

2.10 OTHER:

The following special provisions apply to the schedules or residential considerations of the child: none

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

3.2 CHILD NURTURE.

Mother and Father will conduct themselves 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. 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 to be drawn into any dispute regarding decisions affecting the child, and will not attempt to curry favor with the child to the detriment of the other party.

3.3 MAJOR DECISIONS.

Major decisions regarding each child shall be made as follows:

Education decisions	( ) mother	( ) father	(XX) joint
Nonemergency health care	(XX) mother	( ) father	( ) joint
Religious upbringing	(XX) mother	( ) father	( ) joint
Extracurricular activities	(XX) mother	( ) father	( ) joint

3.4 PRIVATE SCHOOL AND COLLEGE.

( ) Does not apply
OR
(XX) The parties agree as follows regarding private school (elementary and high school) and college or vocational training after high school: each parent shall pay one-half (1/2) of the minor child's private school tuition, books, and activity fees through her successful graduation from high school; each parent shall pay one-half (1/2) of the child's college tuition, room and board, books, lab fees, and activity fees for the child to attend a college or university of her choice comparable to the University of Tennessee at Knoxville for a period of four (4) years following her graduation from high school. Each parent shall pay their one-half (1/2) of the above expenses timely and in the proper amounts so as to not impede the child's ability to enroll.

3.5 RESTRICTIONS IN DECISION MAKING.

( ) Does not apply
OR
(XX) If for a **PROPOSED PLAN**
(XX) Sole decision making shall be ordered to the (XX) mother ( ) father for the following reasons: mother is the sole caretaker for the minor child
( ) A limitation on the other parent's decision making authority is mandated by TCA 36-6-108.
( ) 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:
( ) The existence of a limitation under TCA 36-6-108.
( ) The history of participation of each parent in decision making in each of the areas in TCA 36-6-106.
( ) 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.
( ) 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.

(XX) The ( ) mother (XX) father will pay child support, in accordance with the Tennessee Child Support Guidelines, beginning the first (1st) day of January, 2000, in the amount of $812 to be paid ( ) weekly, (XX) monthly, ( ) twice per month, or ( ) every two weeks, plus $-0- as 5% Clerk's fee (if applicable) for a total amount of $812. Father is self-employed.

(XX) This support shall be paid directly to the (XX) mother ( ) father ( ) Clerk's Office at the following address: Rebecca Anne Nergenah, 335 Blackman Road, Nashville, TN 37211.

IF PAYMENT IS MORE THAN FIVE (5) DAYS LATE, AN IMMEDIATE WAGE ASSIGNMENT WILL BE ENTERED.

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.

(XX) The (XX) mother ( ) father will receive the tax deduction for the child so long as the child support is current on the 15th day of January of each year.

( ) Other provisions regarding tax deduction: _____

4.3 EXCHANGE OF TAX RETURNS.

The parent paying child support shall provide to the other party and the Department of Human Services or Maximus, by or before April 15th of every year (or August 15th if an extension is sought) a copy of their respective W-2 form or a copy of the first page of his income tax return.

4.4 HEALTH INSURANCE.

(XX) The (XX) mother ( ) father will maintain medical/ hospital insurance on the minor child, and she shall provide proof of continuing coverage upon demand, but in any event annually. Father shall reimburse mother each month in the amount of $47.20 for the cost of the minor child's health insurance premiums beginning January 1, 2000 and on the first (1st) day of each month thereafter, and he shall reimburse the mother monthly for any increase in the cost of the insurance should same increase.

(XX) Any uncovered medical, dental, orthopedic, orthodontic, ophthalmologist expenses, including deductibles, eyeglasses, contact lenses, and routine annual physicals will be:

( ) borne by the ( ) mother ( ) father
(XX) divided equally by the 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.

(XX) 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.

( ) A qualified medical QMCSO will be presented to the Court separately.

4.5 LIFE INSURANCE.

(XX) The ( ) mother (XX) father shall insure his own life in the minimum amount of $300,000, whole or term, which may not decrease in face amount during the minority of any child. The policy shall name the mother, Rebecca Anne Nergenah, as primary beneficiary of the coverage required by the Court. The choice of the secondary beneficiary(ies) is up to the policy owner.

(XX) Other provisions regarding life insurance: father's obligation to provide this life insurance policy shall terminate upon the child attaining the age of 22 years or graduating with her graduating class from a four year college or university, whichever occurs last.

4.6 DENTAL/ORTHODONTIC CARE.

(XX) The (XX) mother ( ) father will maintain dental/orthodontic care on the minor child. Uncovered dental/orthodontic expenses will be borne by ( ) mother ( ) father (XX) divided equally by the parties.

( ) Other provisions for dental/orthodontic care: _____

V. OTHER PROVISIONS

(XX) There are no other provisions.

( ) There are the following other provisions: _____

VI. DISPUTE RESOLUTION

Unless a limiting factor listed in TCA 36-6-406 (proposed legislation) or 36-6-411 or 412 (present litigation) 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:

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

( ) Mediation by _____, or

( ) Arbitration by _____, or

(XX) Settlement conference _____

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

( ) _____ % mother _____ % father

(XX) based on each party's proportional share of income from the Tennessee Child Support Guidelines as determined prior to or in the dispute resolution process.

The mediation or arbitration process shall be commenced by notifying the other party by ( ) written request (XX) 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 the mediation, arbitration, or settlement conference, and shall be provided to each party.
(c) 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's fees and financial sanctions to the prevailing parent.

VII. STANDARD PARENTING ORDERS

Pursuant to TCA §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, teachers' 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 physicians 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/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.

VIII. SIGNATURE OF PARTIES FOR PROPOSED PARENTING PLAN OR FOR BOTH SIGNATURES FOR FINAL PARENTING PLAN

(XX) I hereby make oath that this Parenting Plan has been proposed in good faith and that it is in the best interests of the child. (Only necessary for proposed plan)

Rebecca Anne Nergenah — 1/19/2000 Nashville, TN

REBECCA ANNE NERGENAH, Mother — Date and Place of Signature

D. E. N. — 1/19/2000 Nashville, TN

DALE EUGENE NERGENAH, Father — Date and Place of Signature

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Sworn to and subscribed before me on this the 19th day of January, 2000 as to Rebecca Anne Nergenah.

Lee Ann Edwards
NOTARY PUBLIC

My commission expires: May 26, 2003

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Sworn to and subscribed before me on this the 19th day of January, 2000 as to Dale Eugene Nergenah.

Lee Ann Edwards
NOTARY PUBLIC

My commission expires: May 26, 2003

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 is punishable by contempt of Court and may be a criminal offense under TCA 39-13-306. Violation of this Order may subject a violator to arrest.

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

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

IT IS SO ORDERED.

ENTERED on this the 3 day of ~~January,~~ February 2000.

JUDGE MARIETTA SHIPLEY

APPROVED FOR ENTRY:

JACKSON LAW OFFICE

ROBERT TODD JACKSON, #13566
Counsel for Plaintiff/Mother
222 Second Avenue North
Suite 419
Nashville, TN 37201
(615) 248-0051

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the addresses of the parties are as follows:

Plaintiff/Wife:

Rebecca Anne Nergenah
355 Blackman Road
Nashville, TN 37211

Defendant/Husband:

Dale Eugene Nergenah
913 Montrose Avenue
Nashville, TN 37204

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall be responsible for paying one-half (1/2) of any and all Court costs assessed in this cause, for all of which let execution issue if necessary.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall be responsible for the payment of their own respective attorney's fees incurred in this cause, if any.

IT IS SO ORDERED.

ENTERED on this the 3 of February, 2000.

JUDGE MARIETTA SHIPLEY

APPROVED FOR ENTRY:

JACKSON LAW OFFICE

ROBERT TODD JACKSON, #13566
Attorney for Plaintiff/Wife
222 Second Avenue North
Suite 419
Nashville, TN 37201
(615) 248-0051

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree of Divorce has been forwarded to Dale Eugene Nergenah, Defendant, pro se, at his last known address of: 913 Montrose Avenue, Nashville, TN 37204, on this the 20TH day of January, 2000.

ROBERT TODD JACKSON

FAILURE TO APPROPRIATELY UPDATE THIS INFORMATION OR GIVING FALSE INFORMATION COULD LEAD TO BEING CITED FOR CONTEMPT OF COURT OR HAVING A DEFAULT JUDGMENT ENTERED AGAINST YOU.

It is further ordered by the Court that both parties update the following information with any changes within 10 days of the change to the Circuit (clerk of court) and the _____ (child support office):

Father's Information

Full Name: NERGENAH (Last) Dale (First) Eugene (Middle) SSN: [redacted]-9497

Residential Address: 913 Montrose Avenue (# and Street) Apt. # Phone: (615-405-6556

Nashville (City) TN (State) 37204 (Zip Code) Birthdate: 06-10-61

Mailing Address: (if different from above) _____ (# and Street) Apt. # Birthplace: City: Jacksonville

_____ (City) State Zip Code State: Illinois

Drivers License #: 68620112

Employer's Name: SIA, Inc.

Employer's Address: 1855 Airline Drive Phone: ( ) -

Nashville, TN 37224

Health Insurance Company: Blue Cross Blue Shield Available through Employer? XXX Yes ( ) No

Health Insurance Address 801 Pine Street

Chattanooga, TN 37402 Cost to Employee (if any): $ 107.20 monthly would be for child's coverage

Mother's Information

Full Name: NERGENAH (Last) Rebecca (First) Anne (Middle) SSN: [redacted]-9863

Residential Address: 335 Blackman Road (# and Street) Apt. # Phone: 615-315-7098

Nashville (City) TN (State) 37211 (Zip Code) Birthdate: 06-13-61

Mailing Address: (if different from above) _____ (# and Street) Apt. # Birthplace: City: Jacksonville

_____ (City) State Zip Code State: Illinois

Drivers License #: 62102888

Employer's Name: Sun Trust Bank

Employer's Address: 424 Church Street Phone: 615-748-4816

Nashville, TN 37219

Health Insurance Company: Prudential Healthcare HMO Available Through Employer: XXX Yes ( ) No

Health Insurance Address 1 (800) 915-0101

Cost to Employee (if any): $ 47.20 monthly is for child's coverage

Children(s) Information

(1) Child's Full Name: NERGENAH (Last) Shelby (First) Paige (Middle) SSN: [redacted]-1473

Residential Address 335 Blackman Road Birthdate: 08-17-96

Nashville TN 37211

(2) Child's Full Name: _____ (Last) (First) (Middle) SSN: ___-___-____

Residential Address _____ Birthdate: ___/___/___

(3) Child's Full Name: _____ (Last) (First) (Middle) SSN: ___-___-____

Residential Address _____ Birthdate: ___/___/___

(4) Child's Full Name: _____ (Last) (First) (Middle) SSN: ___-___-____

Residential Address _____ Birthdate: ___/___/___

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 03 day of FEBRUARY , 2000 , in the Case Number 99D2487 between NERGENAH, REBECCA ANNE Plaintiff, and NERGENAH, DALE EUGENE Defendant, as same remains of record in Vol. 1021 , Page 187195 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 16 day of APRIL in the year two thousand two and in the 225th year of American Independence.

RICHARD R. ROOKER, Clerk,

By C Strassner
Deputy Clerk

SEAL

