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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 08 day of OCTOBER , 2002 , in the Case Number 99D1964 between LAFAY, JEAN CLAUDE Plaintiff, and LAFAY, KRISTEN E BROWN Defendant, as same remains of record in Vol. 4877 , Page 900515 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 10 day of OCTOBER in the year two thousand two and in the 226th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

FILED

2002 OCT -8 PM 2:08

RICHARD R. ROOKER, CLERK

B Rawls D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JEAN CLAUDE LAFAY,

Husband,

v.

KRISTEN E. BROWN LAFAY,

Wife.

No. 99D-1964

FINAL DECREE OF DIVORCE

This cause came to be heard on the 17th day of July, 2002, on the issues of the divorce, child custody and visitation, before the Honorable Muriel Robinson, Judge, upon Mr. LaFay's Complaint for Divorce, the Wife's Counter-Complaint for Divorce and the entire record in this cause. Both Parties appeared with counsel and announced in open Court that they had reached an agreement with all issues raised by the aforementioned pleadings which were then before the Court and made recommendations for the Court's consideration regarding the remaining issues between the Parties. The Court has considered the statements of counsel and the Parties, their recommendations regarding property and support issues and the entire record in this cause. It is therefore:

ORDERED, ADJUDGED and DECREED that both Parties have grounds for divorce against the other Party and that they are declared divorced from each other pursuant to the provisions of T.C.A. § 36-4-129. Both Parties are restored to all the rights and privileges of an unmarried person. It is, further,

ORDERED, ADJUDGED and DECREED that all issues regarding the parental relationships with the Parties' minor children are governed by the Permanent Parenting Plan which has been filed with the Court. It is, further,

ORDERED, ADJUDGED and DECREED that all furniture, furnishings, and personal effects currently in the possession of Wife shall remain her sole and separate property. All furniture, furnishings, and personal effects presently in the possession of Husband shall remain his sole and separate property. Wife, however, shall be

permitted to reclaim from Husband, if in his possession, her wedding and engagement rings and certain dishes previously owned by her family. It is, further,

ORDERED, ADJUDGED and DECREED that Husband shall retain all right, title and interest in the 1995 Chevrolet S-10 vehicle. Husband shall be fully responsible for the costs of operation and the payment of all indebtedness on the 1995 Chevrolet S-10 vehicle and shall indemnify and hold Wife harmless therefrom. Wife shall retain as her sole and separate property free and clear of any claim by Husband a 2001 Toyota Camry vehicle. Wife shall be fully responsible for the payment of all costs of operation and all indebtedness of the Camry vehicle and shall indemnify and hold Husband harmless therefrom. It is, further,

ORDERED, ADJUDGED and DECREED that each Party shall retain his or her respective checking account(s) as his or her separate property, free and clear of any claims by the other. It is, further,

ORDERED, ADJUDGED and DECREED that all of the right, title and interest of Wife, Kristen LaFay, in and to the real property known as 5413 Mainsail Lane, Hermitage, Tennessee 37076, and more fully described as follows;

> A certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:
>
> Being Lot No. 194 on the Plan of Lakeshore, Phase 2A, of record in Plat Book 7900, page 425, Register's Office for Davidson County, Tennessee, to which plot reference is hereby made for a more complete description.
>
> Being the same property conveyed to Jean Claude LaFay and wife, Kristen LaFay by deed from Scott C. Peyton and wife, Cynthia Peyton, of record in Book 9905, page 204, said Register's Office.

is hereby divested from her pursuant to Section 36-4-121(a)(3) and reinvested in Husband. Husband shall retain said real property as his sole and separate property, free and clear of any claims by Wife. It is, further,

ORDERED, ADJUDGED and DECREED that Wife has obtained several loans through the NWA Federal Credit Union on which Husband was listed as co-borrower. Except as set forth herein below, Wife shall be solely responsible for the timely

payment of all such debt and shall hold Husband harmless therefrom. Wife shall take all actions possible to secure Husband's immediate release from liability for all such debt. Husband shall however assume sole responsibility for the payment of any remaining monthly payments of One Hundred Seventy-Seven ($177.10) Dollars and Ten Cents each for a NWA Federal Credit Union loan dated February 11, 1999, in the original principal amount of Eight Thousand ($8,000.00) Dollars and shall hold Wife harmless therefrom. It is, further,

ORDERED, ADJUDGED and DECREED that Wife is the owner of certain rights in a Northwest Airlines retirement pension account through her employment with Northwest Airlines. Husband shall not be entitled to any portion of these pension benefits. It is, further,

ORDERED, ADJUDGED and DECREED that Husband shall retain ownership of his business, Lafay & Company, Inc., free and clear of any claims by Wife. Husband shall hold Wife harmless from any responsibility for company liabilities. It is, further,

ORDERED, ADJUDGED and DECREED that each Party shall be responsible for his or her own attorney's fees. It is, further,

ORDERED, ADJUDGED and DECREED that because the Parties have agreed that should any term of this Decree be violated and one Party be required to pay, or reasonably pay in compromise of any claim, a debt or obligation which is the responsibility of the other Party, the Party who makes such payment shall be entitled to indemnity from the other Party for all sums paid, including the principal amount, interest actually paid and reasonable attorney's fees and court costs. Further, by agreement of the Parties, in the event it becomes necessary for either Party to institute or defend legal proceedings regarding the enforcement of any provision of this Decree, the prevailing Party shall be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting or defending the action. It is, further,

ORDERED, ADJUDGED and DECREED that each Party shall pay one-half of all court costs incurred as a result of this action for absolute divorce.

ENTER this 8th day of ~~September~~ October, 2002.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

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Attorney for Wife

Steve Cobb (#5722)
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Attorney for Husband

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99D1964

FILED

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

2002 JUL 17 PM 4:38
RICHARD R. BOOKER, CLERK
D.C.

JEAN CLAUDE LAFAY **FATHER,**	)	**Case No. 99D-1964**
	)	**PARENTING PLAN**
	)	[ ] Proposed (PPP)
	)	[ ] Temporary (TPT)
	)	**[X] Final Order (FPP)**
KRISTEN E. BROWN LAFAY **MOTHER.**	)	

FINAL PARENTING PLAN

This Parenting Plan is :

[X] **the final parenting plan signed by the court pursuant to a decree of dissolution entered on** _____.

[ ] the final parenting plan signed by the court pursuant to a decree of dissolution entered on _____ which modifies a previous parenting plan or custody decree.

[ ] a temporary parenting plan signed by the court.

[ ] proposed by Father.

I. GENERAL INFORMATION

This parenting plan applies to the following children:

Name	Birthdate	Social Security Number
Christopher Jerome Lafay	**02/01/94**	[redacted]**-7426**
Jeanette Anne Lafay	**07/31/98**	[redacted]**-0618**

II. RESIDENTIAL SCHEDULE

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

2.1 PRE-SCHOOL SCHEDULE.

[ ] There are no children of preschool age.

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

Every other Sunday at 9 a.m. to the following ~~Monday~~ Tuesday KL SCL afternoon. Mother shall deliver school age children to school at the appropriate time and shall return both children to father one hour after school dismisses. If Mother's days off change, the Parties shall take all steps reasonably possible to change her alternating week visitation to correspond with her new days off. In addition, if there are no problems for six months, Mother shall have visitation with the children each Thursday from 5:00 p.m. until 8:00 p.m. (If her schedule permits, KL SCL)

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

and from: _____ to _____ on a date to be decided upon request of mother.
[ ] every week
[ ] every other week
[ ] the first and third week of the month.
[ ] the second and fourth week of the month
[ ] other: _____

2.2 SCHOOL SCHEDULE.

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

Same as Pre-school schedule.

From: _____ to _____
(Day/Time) (Day/Time)
[ ] every week
[ ] every other week
[ ] the first and third week of the month.
[ ] the second and fourth week of the month
[ ] other: _____

and from: _____ to _____

(Day/Time) (Day/Time)

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

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

2.3 SCHEDULE FOR WINTER/CHRISTMAS VACATION.

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

From 1:00 p.m. on the day after school dismisses to December 25th at 1:00 p.m. in odd numbered years.

From December 25th at 1:00 p.m. to 1:00 p.m. on the day before school reconvenes in even numbered years.

2.4 SCHEDULE FOR SPRING VACATION.

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

Regular weekend and mid week parenting schedule.

2.5 SUMMER SCHEDULE.

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

[X] **From June 9 to June 30 and from August 1 to August 22 each year. Father shall have visitation during said periods every other weekend on weekends and on each Thursday from 5 p.m. to 8 p.m. If there are no problems for six months, Mother may at her option designate two continuous weeks for a vacation trip without weekend or midweek visits with Father. Father will have 4 weeks uninterrupted time with the children in order to permit a trip to France during the entire month of July.**

[ ] One week every month
[ ] Two weeks every month
[ ] One month beginning _____
[ ] _____ weeks during summer, starting _____.

[ ] Other: _____

During the above summer schedule, the other parent shall have time with the child[ren] as follows:

2.6 SCHEDULE FOR HOLIDAYS.

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

HOLIDAY	MOTHER Specify year odd/even/every	FATHER Specify year odd/even/every
New Year's Day	**Regular schedule**	**Regular schedule**
Easter	**Regular schedule**	**Regular schedule**
Memorial Day	**Odd**	**Even**
Labor Day	**Even**	**Odd**
Thanksgiving Day	**Odd**	**Even**
Mother's Birthday	**Every**	
Father's Birthday		**Every**

[X] **For purposes of this parenting plan, three-day holiday visitation shall begin at 9:00 a.m. on Saturday and end at 6:00 p.m. Monday evening, unless otherwise agreed by the parties.**

[ ] Holidays which fall on a Friday or a Monday shall include Saturday and Sunday.

[X] Other: Thanksgiving holiday shall begin at 9:00 A.M. on Thanksgiving Day and end at 6:00 P.M. on Sunday evening.

2.7 SCHEDULE FOR SPECIAL OCCASIONS.

The residential schedule for the child(ren) for the following special occasions (i.e., birthdays) is as follows:

SPECIAL OCCASIONS	MOTHER Specify year odd/even/every	FATHER Specify year odd/even/every
Mother's Day	**Every**	
Father's Day		**Every**
Children's Birthdays	**Regular parenting schedule**	**Regular parenting schedule**

[ ] Other: _____

2.8 PRIORITIES UNDER THE RESIDENTIAL SCHEDULE.

[ ] Does not apply.

[X] **For purposes of this parenting plan the following days shall have priority over the residential schedule: Mother's continuous 2 week summer vacation visitation. Father's continuous visitation during the month of July each year.**

2.9 RESTRICTIONS.

[X] **Does not apply.**

[ ] The [ ] father's [ ] mother's residential time with the children 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 children spend time with this parent:
[ ] father's [ ] mother's residential time with the children.

2.10 TRANSPORTATION ARRANGEMENTS.

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

Mother shall pick up said children for each visitation at a McDonald's located halfway between the parties' residences and she shall drop off said children at said McDonald's after each visitation.

2.11 DESIGNATION OF CUSTODIAN.

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 custodian of the child(ren) solely for purposes of all other state and federal statutes which require a designation or determination of custody. This designation shall not affect either parent's rights and responsibilities under this parenting plan.

2.12 OTHER:

By mutual agreement, the Parties may alter the visitation set forth in this Permanent Parenting Plan. If the Parties cannot agree on proposed changes, the provisions of this Plan shall govern.

III CHILD SUPPORT

3.1 FINANCIAL SUPPORT.

[ ] The **[X] mother** [ ] father will pay child support, in accordance with the Tennessee Child Support Guidelines, in the amount of $437.50 every two weeks, beginning with the second payment due in December, 2001. Mother will provide to Father a copy of the first two pages of her income tax return each year.

This amount shall not be prorated unless otherwise specified.

3.2 TAX DEDUCTION.

[ ] The [ ] mother **[X] father** will receive the tax deduction for the child(ren). Mother shall provide to Father, by or before April 15 of every year, a copy of her W-2 form or a copy of the first page of her tax return.

3.3 HEALTH INSURANCE.

[ ] The **[X] mother** [ ] father will maintain medical/hospital insurance on the minor child(ren) and he/she shall provide proof of continuing coverage by February 15th of each year.

[ ] Uncovered medicals, including deductibles, if any, will be
[ ] borne by the _____
[X] divided equally by the parties
[ ] _____

3.4 LIFE INSURANCE.

[ ] The [X] **mother** [ ] father shall insure his/her own life in the minimum amount of **$100,000**, whole or term, which may not decrease in face amount during the minority of any child. The policy shall name the minor child(ren) as primary beneficiaries of the coverage required by the Court. The choice of the secondary beneficiary(ies) is up to the policy owner(s).

[ ] Other provisions regarding life insurance:

3.5 DENTAL/ORTHODONTIC CARE

[X] The **[X] mother** [ ] father will maintain dental/orthodontics care on the minor child(ren). Uncovered dental/orthodontic expenses will be borne by [ ] mother { [ ] father **[X] divided equally by the parties.**

[ ] Other provisions for dental/orthodontic care: _____

IV. DECISION MAKING

4.1 DAY TO DAY DECISIONS

Each parent shall make decisions regarding the day-to-day care and control of each child while the child is residing with that parent. Regardless of the allocation of decision making in this parenting plan, either parent may make emergency decisions affecting the health or safety of the children.

4.2 MAJOR DECISIONS.

Major decisions regarding each child shall be made as follows:

Education decisions	[ ] mother	**[X] father**	[ ] joint
Non-emergency health care	[ ] mother	**[X] father**	[ ] joint
Religious upbringing	[ ] mother	**[X] father**	[ ] joint
Children to be raised Catholic	[ ] mother	[ ] father	[ ] joint
	[ ] mother	[ ] father	[ ] joint
	[ ] mother	[ ] father	[ ] joint

4.3 RESTRICTIONS IN DECISION MAKING.

[X] **Does not apply.**

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

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

[ ] Both parents are opposed to mutual decision making.

[ ] One parent is opposed to mutual decision making, and such opposition is reasonably based on the following criteria:

[ ] The existence of a limitation under TCA 36-6-412;

[ ] The history of participation of each parent in decision making in each of the areas in TCA 36-6-411;

[ ] Whether the parents have demonstrated ability and desire to cooperate with one another in decision making in each of the areas in TCA 36-6-411; and

[ ] The parents' geographic proximity to one another, to the extent that it affects their ability to make timely mutual decisions.

V. DISPUTE RESOLUTION

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

[ ] Counseling by _____, or

[ ] Mediation by a mediator chosen by the parties; or

[ ] Arbitration by _____.

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

[ ] 50 % mother and 50 % father.

[ ] based on each party's proportional share of income from the child support guidelines.

[ ] as determined in the dispute resolution process.

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

In the dispute resolution process:

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

(b) Unless an emergency exists, the parents shall use the designated process to resolve disputes relating to implementation of the plan, except those related to financial support.

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

(d) If the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court shall award attorneys' fees and financial sanctions to the other parent.

(e) The parties have the right of review from the dispute resolution process to the court.

[X] No dispute resolution process, except court action, shall be ordered, because [X] a limiting factor under TCA 36-6-108 applies or [ ] one parent is unable to afford the cost of the proposed dispute resolution process.

VI. STANDARD PARENTING RIGHTS

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.

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

VII. OTHER PROVISIONS

[X] **There are no other provisions.**

[ ] There are the following other provisions:

VIII. DECLARATION FOR PROPOSED PARENTING PLAN

[X] **Does not apply.**

[ ] (Only sign if this is a proposed parenting plan.) I declare under penalty of perjury under the laws of the State of Tennessee that this plan has been proposed in good faith and that the statements in Part II of this Plan are true and correct.

Kristen LaFavre
Mother

1 July 02
Date and Place of Signature

Father

17 July 02
Date and Place of Signature

IX. ORDER BY THE COURT

It is **ORDERED, ADJUDGED AND DECREED** that the **Parenting Plan** set forth above is adopted and approved as an order of this court.

WARNING: Violation of residential provisions of this order with actual knowledge of its terms 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 plan, the other parent's obligations under this plan are not affected.

Dated: 9-17-02

Judge

Presented by:

715619.8

STEVE COBB (#5722)
RACHELLE LAISNEZ (#18754)

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