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

LISA MOORE FRIZZELL,	)	2002 NOV 12 PM 4:34
Plaintiff,	)	RICHARD R. ROOKER, CLERK
	)	
v.	)	**No. 02D-1438** B. Rawls D.C.
	)	
ROBERT LEWIS FRIZZELL,	)	
Defendant.	)	**NOTICE OF ENTRY REQUESTED**

FINAL DECREE

This cause came to be heard on the 12th day of Novermber, 2002, before the Honorable Muriel Robinson, Judge, upon the Complaint for Absolute Divorce filed by Mrs. Frizzell, and from the parties signing the Marital Dissolution Agreement/Parenting Plan, the entire record in this cause, from all of which the Court finds that the parties have suffered irreconcilable differences pursuant to T.C.A. Section 36-4-101(11). It is therefore,

ORDERED, ADJUDGED and **DECREED** that the bonds of matrimony heretofore existing between the parties be, and the same are, hereby forever and perpetually dissolved and the Complainant, LISA MOORE FRIZZELL, is hereby granted an absolute divorce and restored to all the rights and privileges of an unmarried person.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court, and the Court affirmatively finds, that the written Marital Dissolution Agreement/Parenting Plan heretofore signed by the parties does adequately provide for the custody and maintenance of the minor child of this marriage and equitable division of the marital property and the Court does approve the Agreement and Parenting Plan attached hereto as an order of the Court as follows:

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
2002 JUN 17 PM 2:49
RICHARD R. ROOKER, CLERK

LISA MOORE FRIZZELL,
Plaintiff

vs.

ROBERT LEWIS FRIZZELL,
Defendant

02D-1438

D.C.

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is made and entered into by and between LISA MOORE FRIZZELL, hereinafter called "Wife", and ROBERT LEWIS FRIZZELL, hereinafter called "Husband".

W I T N E S E T H

WHEREAS, the parties are married and two minor children, namely Eli Frizzell and Micah Frizzell are the product of this marriage; and

WHEREAS, both parties agree and stipulate that this agreement makes full and adequate provisions for the distribution of the property of the parties and that the Parenting Plan covers the care and parenting time for the parties' minor children; and

WHEREAS, both parties have full knowledge of and have made full disclosure of all separate and marital assets; and

WHEREAS, neither party at the time of this agreement is under the influence of any intoxicant or drug, legal or illegal, nor is any party experiencing any mental problems or conditions that would affect their judgment other than the stress normally to be expected in a divorce; and

WHEREAS, ONLY Wife is represented by Robyn Lynne Ryan, Attorney, and the Husband is **NOT** relying upon the advice or services of Robyn Lynne Ryan;

THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the parties do agree as follows:

CREDIT. Parties hereto agree that neither party shall charge or cause to be charged to the other party any purchases which either of them may make after this agreement is entered into and shall not create any engagements or obligations in the name of or against the other nor shall either party hereafter secure or attempt to secure any credit upon or in connection with the other. Each warrants that there are no charges on the other's credit that

have not been fully revealed to the other. If there are any such unrevealed charges the party making those charges shall be responsible for the payment of those unrevealed charges.

WAIVER. The parties hereto, exclusive of the terms and provisions of this instrument, each waive all right, title and interest, consummate and inchoate, in and to the property and estate of the other by way of expectancy or reversion or otherwise, including marital, insurance, contractual and all other rights by way of dower, homestead, exemption, alimony or otherwise, in present or in expectancy as to any and all property and estate of the other, and each of the parties does hereby release and discharge the other from any and all control, claims, demands, actions or causes of action, except as to the obligations imposed by this instrument or by the court's decree, this being intended as full, final and complete settlement of the property, marital and other rights of the parties hereto.

Both parties waive any separate and distinct claim to any retirement and pension benefit of the other party except as set out by this agreement herein, although they are aware of their rights regarding any such pensions and retirement benefits.

ENTIRE AGREEMENT. This agreement contains the entire understanding and agreement between the parties. There are no representations, warranties, covenants or undertakings other than those expressly set forth herein and each party enters into this contract voluntarily, advisedly, and with full knowledge of the financial condition, nature, character and value of the other's estate. The law of the state of Tennessee shall govern this agreement in all respects.

NON-DISCHARGEABILITY. With respect to each party's responsibility for 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 non-dischargeable debt under the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties.

NECESSARY DOCUMENTS. Each party at the request of the other

will execute and deliver all documents which may be reasonably necessary to give full effect to this agreement.

NON-COMPLIANCE. Should either party incur any expense or legal fees as a result of the breach of any portion of this Marital Dissolution Agreement by the other party, the Court shall award reasonable attorney's fee and suit expenses to the non-defaulting party. No breach, waiver or default of any of the terms of this agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this agreement.

SEVERANCE. Should the court hold that any portion of this agreement is invalid, the remainder shall be in full force and effect and the invalid portion shall be struck from the agreement or modified as the court shall order.

INCORPORATION, PERMANENT and PENDENTE LITE. In the event of a divorce, it is agreed by the parties that all such parts of this agreement as might be material, except those that might be lessened or destroyed, shall be incorporated in the Final Decree. Pending the entry of the final decree, the Parties agree to the filing of this agreement and, by said filing, specifically consent to and authorize the entry of a Consent Order binding them to the terms of this agreement. By the signing of this agreement, the parties stipulate to these terms being enforceable as if they were, at the moment of signing, an Order of this Court.

VOLUNTARY EXECUTION. Each party acknowledges that this agreement has been entered into of his or her own volition with full knowledge and information including tax consequences. In some instances, it represents a compromise of disputed issues. Each believes the terms and conditions to be fair and reasonable under the circumstances. No coercion or undue influence has been used by or against either party in making this agreement. Each party acknowledges that no representations of any kind have been made to him or her as an inducement to enter into this agreement, other than the representations set forth herein.

MODIFICATION. A modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed with the same formality as this agreement, and

approved by the court if such approval is required. Failure of either party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver or any subsequent default of the same or similar nature.

RESTRAINING PROVISIONS. Both parties agree not to molest, harass, interfere with, or impose any restraint upon the other except as set out in this agreement.

PRIOR TAX LIABILITIES. If in any connection with any joint Federal Income Tax Returns previously filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by either or both the parties depending on whether the deficiency arose out of the individual income, deduction, or misreporting of one or the other parties (and if so, to what extent), or out of a joint income or deduction. Husband and Wife each represent and warrant to the other that all Federal Income Tax Returns during the marriage are, in all respects, true, correct and complete and fully and accurately reflect income and deduction for those years.

DIVORCE PROCEEDINGS TO BE FILED. As soon as possible after the execution of this agreement, Robyn Lynne Ryan shall cause to be prepared and file a complaint for divorce in the Circuit Court for Davidson County, Tennessee, including the grounds that irreconcilable differences have arisen between the parties. The Defendant is aware that this divorce will be filed in the State of Tennessee and waives further services and filing an answer to the Complaint.

The Wife agrees to pay all Court cost arising out of said divorce proceeding if uncontested.

PERSONALTY. The parties agree to split the personal property as outlined below.

Husband shall be entitled to keep the following personal property free and clear of any and all claims of Wife:

19" TV
All Husband's clothes and other personal effects.

Husband agrees to assume any liability associated with this property and will hold Wife harmless thereon.

Wife shall be entitled to keep the remaining household

property and will assume any liability associated with this property and will hold Husband harmless thereon.

It is further agreed that Wife will have possession and title to the Parties' 2000 Izuzu Trooper and Wife agrees to assume any liability associated with this automobile and hold Husband harmless thereon. It is further agreed that Husband will have possession and title to the parties Triumph Daytona Motorcycle and Husband agrees to assume any liability associated with this vehicle and hold Wife harmless thereon.

Each party agrees to execute any document necessary to effectuate change of title.

DEBTS. The parties agree that there is certain marital debt and that debt shall be divided as set forth below:

Husband

MBNA Master Card
CityBank Master Card

Husband shall assume the above debt and will hold Wife harmless thereon. The parties agree that except for the marital home and the debt listed above, the parties have no other marital debt. Each party shall pay any debt in his or her own name and will hold the other party harmless thereon.

The parties further agree that the this division of debt shall be considered reasonable and necessary for the other party's support. This support debt will be non-dischargeable in the event of a bankruptcy of the obligor spouse, pursuant to 11 U.S.C Section 523 (a) (5). This support is necessary to meet the daily living expenses of the non-obligor spouse, and the amount of support is reasonable.

REAL ESTATE. The parties own real property located at 6513 Lampe Court, Hermitage, Tennessee. Husband agrees to convey and by signing this agreement does convey and quit claim to Wife, any and all interests in the property at 6513 Lampe Court, Hermitage, Tennessee, more completely described below:

> BEING all of Lot No. 21, Final Plat of Baypointe Subdivision, Phase I, according to the plat thereof, recorded in Instrument No. 200005230051440 and as revised in the First Revision, Final Plat of Baypointe Subdivision, Phase I, recorded in Instrument No. 200006210061773, of the Register's Office of Davidson County, Tennessee, to which plat references are hereby made for more complete details of location and

description of said lot.

Being the same property conveyed to Robert L. Frizzell and Wife D. Frizzell from Eastland Construction Inc by Warranty Deed dated December 28, 2001, of record in Instrument No. _____ _____ _____ _____, Register's Office for Davidson County, Tennessee.

Wife agrees to assume all liability associated with this property and will hold Husband harmless thereon. Husband further agrees to sign any additional document in addition to this quit claim provision herein if required to effectuate change of title.

ALIMONY. Husband shall pay $3,431.93 per month as rehabilitative alimony for so long as he continues his contract with the United Nations in Kosovo, but no longer then February, 2003. If Husband elects not to continue his contract after September 2002, then rehabilitative alimony will terminate in September, 2002.

Additionally, as alimony in solido, Husband shall pay to Wife the sum of $5,000.00 by August 25, 2002, representing the bonus payment to be received by Husband through his employment with the United Nations.

CUSTODY and VISITATION. See Parenting Plan

CHILD SUPPORT. See Parenting Plan

HEALTH INSURANCE-COVERAGE. See Parenting Plan

PENSIONS. Husband has a pension with Davidson County Metro Police Department. Parties agree that Wife shall receive 50% of the pension earned as of the date of the final hearing in this cause, and Husband shall have a Qualified Domestic Relations Order prepared and filed with this Court within six (6) months following the date of the final hearing of this matter.

BANK ACCOUNTS. Each party shall be entitled to keep any and all bank accounts of any nature in their own name, and the other party relinquishes any right, title or interest he or she may have in the account of the other.

STOCK. The parties acknowledge and agree that neither party owns any stock or bonds in his or her own name, or in the parties' joint name.

ATTORNEY FEES. Each party shall pay his or her own attorney fees.

LISA MOORE FRIZZELL

ROBERT LEWIS FRIZZELL

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this 14 day of June, 2002, personally appeared LISA MOORE FRIZZELL, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as and for her free act and deed.

NOTARY PUBLIC

My Commission Expires:
7-9-2005

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this 14 day of June, 2002, personally appeared ROBERT LEWIS FRIZZELL, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as and for his free act and deed.

NOTARY PUBLIC

My Commission Expires:
7-9-2005

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY TENNESSEE

FOURTH CIRCUIT

2002 JUN 17 PM 2:49

RICHARD R. ROOKER, CLERK

Case No. 02D-1438

LISA MOORE FRIZZELL
MOTHER

ROBERT LEWIS FRIZZELL
FATHER

PARENTING PLAN

D.C.

Final Order (PP)

PARENTING PLAN

This Parenting Plan is :

[x] the final parenting plan signed by the court pursuant to the parties Marital Dissolution Agreement.

I. GENERAL INFORMATION

This parenting plan applies to the following children:

Name	Birthdate
Micah Frizzell SS# [redacted]-2067	11/4/98
Eli Frizzell SS# [redacted]-0273	11/4/98

II. RESIDENTIAL SCHEDULE

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

2.1 PRE-SCHOOL SCHEDULE.

Prior to enrollment in school, the children shall reside with the Mother, except for the following days and times when the children shall reside with the Father:

From 6:00 p.m. Friday to 6:00 p.m. Sunday every other weekend and from 5:00 to 8:00 p.m. every week if Husband is living back in Tennessee. While Father is overseas, visitation shall be by agreement between the parties when Father visits in Tennessee.

2.2 SCHOOL SCHEDULE.

The visitation schedule shall be the same as in the Pre-School Schedule above.

2.3 WINTER HOLIDAY.

The children shall reside with the Mother from 6:00 p.m. on the last day of school before the Christmas Holiday until 12:00 noon on December 25 in the year 2002 and all subsequent even number years and from 12:00 noon on December 25 until 6:00 p.m. December 31st in all odd number years. The children shall reside with the Father from 12:00 noon on December 25 until 6:00 p.m. December 31st in the year 2002 and all subsequent even number years and from 6:00 p.m. on the last day of school before the Christmas Holiday until 12:00 noon in all odd number years. Until the children start school, the start date for the Christmas Holiday shall be December 19.

2.4 SCHEDULE FOR SPRING VACATION.

If the children have any extended time at spring break, that time alternated between the parents with Mother having spring break in odd years.

2.5 SUMMER SCHEDULE.

Upon completion of the school year, the children shall reside with the [x] mother [ ] ~~father; except~~ for the following days and times when the children will reside with or be with the other parent:

[x]Same as school year schedule.

The Father shall have the children for one month during the summer provided Father is living in Tennessee. During that month period, Mother shall enjoy visitation every other weekend from 6:00 p.m. Friday to 6:00 p.m. Sunday, and every Wednesday from 5:00 p.m. to 8:00 p.m.

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

	With Mother	With Father
New Year's Day	odd	even
Easter	even	odd
Memorial Day	odd	even
July 4th	even	odd
Labor Day	odd	even
Thanksgiving Day	even	odd

This holiday will alternate yearly.

For purposes of this parenting plan, a holiday shall begin and end as follows:

Holidays shall begin at 6:00 p.m. on the eve of the holiday and end at 6:p.m. on the day of the holiday.

2.7 SCHEDULE FOR SPECIAL OCCASIONS.

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

	With Mother Every	With Father Every
Mother's Day	x	
Father's Day		x
Mother's Birthday	x	
Father's Birthday		x
Children's Birthdays		
	even	odd

For purposes of this parenting plan, the above special occasions will be from 8:00 a.m. until 8:00 p.m.

2.8 PRIORITIES UNDER THE RESIDENTIAL SCHEDULE.

All holiday visitation will supercede regular visitation if there is any conflict.

2.9 RESTRICTIONS.

[x] Does not apply.

2.10 TRANSPORTATION ARRANGEMENTS.
Father will pick up and deliver children to home of Mother.
2.11 DESIGNATION OF CUSTODIAN.

The children named in this parenting plan are scheduled to reside the majority of the time with the mother. This parent is designated the custodian of the children 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.

III CHILD SUPPORT

3.1 FINANCIAL SUPPORT.

The father will pay child support, in accordance with the Tennessee Child Support Guidelines, in the amount of $ 1,080.00 per month, beginning June 1st, 2002.

Father shall pay this amount directly to Mother by the 10th day of every month, beginning June 1, 2002. If Father returns to the United States in September, 2002, taking the offered job at $45,000.00 per year, then beginning September 1, 2002, his child support obligation will be $919.00 per month. If Father elects to remain in Kosovo, then his child support obligation will remain as outlined above until he secures other employment.

This amount shall not be prorated unless otherwise specified. This amount is based on Father's income of $4,511.93 per month and by signing this agreement, Father is making oath that this is his total gross income per month.

[ ] The parties affirmatively acknowledge that no action by either or both of them will be effective to reduce child support after the due date of each payment. The parties further understand that Court approval must be obtained before child support can be reduced or modified, unless such payments are automatically reduced or terminated under the terms of this parenting plan. Father, by signing this agreement, does specifically state that this child support amount is based on his true income.

3.2 TAX DEDUCTION.

[ ] The [x] mother will receive the tax deduction for the children. Each party shall provide to the other, by or before April 15 of every year, a copy of their respective W-2 form or a copy of the first page of their tax return.

[ ] Other provisions regarding tax deduction:

3.3 HEALTH INSURANCE.

The Mother will maintain medical/hospital insurance on the minor children for so long as Father remains employed by the United Nations. Beginning February 1, 2003, Husband shall pay the sum of $113.08 to Wife representing the children's portion of Wife's health care coverage.

Uncovered medicals, including deductibles, medical, dental, pharmaceutical and optical expenses, if any, will be divided equally by the parties.

3.5 DENTAL/ORTHODONTIC CARE

See Health Insurance paragraph above.

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	[x] mother	[ ] father	[ ] joint
Non-emergency health care	[x] mother	[ ] father	[ ] joint
Religious upbringing	[x] mother	[ ] father	[ ] joint

4.3 RESTRICTIONS IN DECISION MAKING.

[x] Does not apply.

V. DISPUTE RESOLUTION

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

[ ] Counseling by _____, or

[x] Mediation as agreed between the parties or by court order.
[ ] Arbitration by _____.

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

[ ] _____% mother _____ % father.

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

[x] as determined in the dispute resolution process.

The counseling, mediation or arbitration process shall be commenced by notifying the other party by [x] written request.

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.

[ ] No dispute resolution process, except court action, shall be ordered, because [ ] 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.

7. The right 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
(iv) Other activities as to which parental participation or observation would be appropriate.

8. The right to receive from the other parent, in the event the other parent leaves the state with the minor children for more then two (2) days, an itinerary including telephone numbers for use in the event of an emergency.

9. The right of access and participation in education, including the right of access to the minor 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-today operations or with the children's educational performance.

VII. OTHER PROVISIONS

[x] There are no other provisions.

VIII. DECLARATION FOR PROPOSED PARENTING PLAN

[ ] Does not apply.

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: 11-12-02

MOTHER

FATHER

JUDGE

June 15, 2002
DATE

June 15, 2002
DATE

A:\PARENT1.PLN

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

This Court finds that Wife's address is 6153 Lampe Court Hermitage, Tennessee 37076 and that Husband's address is 482 Richard Hollow Lane Gainsboro, Tennessee 38562

It is further **ORDERED, ADJUDGED** and **DECREED** that the costs of this cause are to be taxed against the Plaintiff, for all of which execution may issue if necessary.

ENTER this the 12th day of Nov, 2002.

Judge Muriel Robinson

APPROVED FOR ENTRY:

Robyn Lynne Ryan #12782
Attorney for Plaintiff
501 Union Street, Suite 402
Nashville, Tennessee 37219
(615) 467-0016

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been placed in the United States mail, postage prepaid to, Robert Frizzell, at 482 Richard Hollow Lane, Gainsboro, Tennessee 38562, on this the 12 day of Nov, 2002.

Robyn Lynne Ryan

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 12 day of NOVEMBER , 2002 , in the Case Number 02d1438 between FRIZZELL, LISA MOORE Plaintiff, and FRIZZELL, ROBERT LEWIS Defendant, as same remains of record in Vol. 4982 , Page 939831 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 14 day of JANUARY in the year two thousand three and in the 226th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

