IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2002 OCT 22 PM 4:06

RICHARD R. ROOKER, CLERK

B. Rawls D.C.

STEVEN DEWAYNE TICE, **Plaintiff,**	)	
VS.	)	**DOCKET NO. 00D-221**
KITTY SUE TICE, **Defendant.**	)	**Notice of Entry Requested**

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 21st day of August, 2002, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original Complaint for Divorce and Answer thereto, Answer to Countercomplaint, Husband's Amended and Supplemental Complaint for Divorce and Answer thereto, Wife's Amended and Supplemental Countercomplaint for Divorce and Answer thereto, Wife's Amended Countercomplaint to Include Alimony and Answer thereto, sworn testimony of the parties and their witnesses in open Court, statements of counsel, and the entire record herein, from all of which the Court finds that both parties are guilty of misconduct and that the parties should be declared divorced pursuant to *Tennessee Code Annotated* § 36-4-129. The Court further finds that the Husband is deemed the primary custodial parent of the parties' minor child from July 1 through December 31, and Wife is custodial parent from January 1 through June 30, with the child's permanent residence being that of the Father's for school purposes. Mother shall pay $82.56 per week child support during father's custodial time, and Father shall pay $97.21 per week during Mother's custodial time. Standard visitation is applicable, that is, every other weekend from Friday at 6 p.m. to Sunday at 6 p.m. and on Wednesdays from 6 p.m. to 8 p.m. The Court further finds that the real property of the parties is awarded to Wife, subject to the first and second mortgages on same, and Wife will either refinance the property solely in her name within six (6) months or sell the property within six (6) months and retain all proceeds from said sale and that all mortgage payments will be kept current. The Court further finds that Husband is awarded the 1998 Camaro, subject to all indebtedness, and all payments will be kept current.

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It is, therefore, **ORDERED, ADJUDGED, and DECREED** by the Court as follows:

1. The parties are hereby declared divorced pursuant to *Tennessee Code Annotated* § 36-4-129, and both parties are restored to all the rights and privileges of unmarried persons.

2. The Parenting Plan attached hereto shall be and is hereby approved and ratified in full and in all respects by the Court and made a part of this Final Decree, and the Parenting Plan shall be given full force and effect in all respects between the parties hereto as an Order of this Court.

3. It is in the best interest of the minor child of the parties that custody shall be awarded to the Husband from July 1 through December 31 of each year and then to the Wife from January 1 through June 30 of each year with the following stipulations:

A. If Mother fails to limit her activities while said child is in her possession for visitation, the issue of her six months as primary custodial parent may be reconsidered by the Court.

B. For school purposes, the subject child's permanent residence shall be the same as the Father's.

C. When the Mother has her six (6) months of visitation, she shall be responsible for the child's transportation to and from school.

D. Mother shall pay $82.56 per week child support during Father's custodial time, and Father shall pay $97.21 per week child support during Mother's custodial time.

E. Father shall maintain medical insurance on the subject child and shall pay all expenses not covered by his provider due to the difference between the salaries of the parents.

3. The marital residence and lot located at 190 Luna Drive in Nashville, Davidson County, Tennessee, shall be the sole and separate property of Kitty Sue Tice, subject to the first and second mortgages on same, and she shall be responsible for all indebtedness owed thereon and shall hold Husband harmless thereon. Therefore, Husband shall be divested of any and all right, title, and interest he may have in the aforesaid property, and the same shall be vested solely in Wife. Wife shall keep all payments current on said residence including all taxes, insurance, maintenance, upkeep, and any other expense(s) in connection with said real property and hold Steven Dewayne Tice harmless thereon. Wife shall have six (6) months from the date of trial (August 21, 2002)

within which to either refinance the residence solely in her name or sell the residence. If Wife sells said residence, she shall retain all proceeds from the sale. Said property is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 1046 on the Plan of Cherokee Hills Subdivision, Section 10, of record in Plat Book 4660, page 27, Register's Office for said County, to which reference is made for a more complete description. Being the same property conveyed to Grover Russell Rann and wife, Maribeth Rann by deed from Scott Iver Josephson and wife, Rebecca Elaine Josephson of record in Book 6842, page 762, Register's Office for Davidson County, Tennessee; including memberships and/or ownerships of non-municipal water and/or sewer systems, if any. Book 7266 Page 490 148-03-0 1670

4. Husband shall be awarded the 1998 Camaro automobile, subject to all indebtedness, and he shall hold Wife harmless thereon. Husband shall keep all payments current on said vehicle. Wife shall be divested of any and all right, title, and interest that she may have in said vehicle, and the same shall be vested solely in Steven Dewayne Tice. Husband agrees to be solely responsible for his automobile insurance, maintenance, license, and any other expense(s) in connection with said vehicle and shall hold Wife harmless thereon.

5. All personal property has heretofore been divided and shall remain the sole and separate property of that party.

6. Steven Dewayne Tice is hereby restrained from using any illegal drugs at any time.

7. Both parties are hereby restrained from having the minor child around any third party in an inappropriate circumstance.

8. Each party shall be responsible for the payment of his or her own attorney fees.

9. Court costs shall be equally divided between the parties for which execution may issue, if necessary.

ENTER this the 22nd day of Oct., 2002.

Muriel Robinson

MURIEL ROBINSON, Judge

APPROVED FOR ENTRY:

PENNY HARRINGTON #9983
Harrington Law Office
2205 State Street
Nashville, TN 37203-1850
Telephone (615) 320-9977
Facsimile (615) 320-9929

Counsel for Steven Dewayne Tice

Current Address of Plaintiff
Steven D. Tice
141 North Timber Drive
Nashville, TN 37214

Current Address of Defendant
Kitty S. Tice
190 Luna Drive
Nashville, TN 37211

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 9th day of October, 2002, a true and exact copy of the foregoing Final Decree of Divorce and attached Parenting Plan have been forwarded to:

Ellis Marshall, Jr.
Attorney at Law
3320 Lebanon Road, Suite 200
Hermitage, TN 37076

by the method identified as follows:

✓	U.S. Mail Postage Paid
____	Hand Delivered
____	Overnight Delivery Service
____	Certified Mail, Return Receipt Requested
____	Facsimile

PENNY HARRINGTON

IN THE FOURTH COURT OF DAVIDSON COUNTY, TENNESSEE

2002 OCT 22 PM 4:06

RICHARD R. ROOKER, CLERK

STEVEN D. TICE,	)	
Father,	)	**DOCKET NO. 00D-221**
	)	**PARENTING PLAN** B. Rawls D.C.
VS.	)	**[ ] Proposed (PP)**
	)	**[ ] Temporary (PPT)**
KITTY SUE TICE,	)	**[ ] Final Order (PP)**
Mother.	)	

PERMANENT PARENTING PLAN

This Parenting Plan is :

[X] the final parenting plan signed by the court pursuant to a decree of dissolution entered on **August 21, 2002**.

[ ] 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 _____.

I. GENERAL INFORMATION

This parenting plan applies to the following children:

Name	Birthdate	Social Security No.
Joshua Dewayne Tice	May 23, 1991	[redacted]-1684

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.

[X] There are no children of preschool age.

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

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: _____

2.2 SCHOOL SCHEDULE.

Upon enrollment in school, the child(ren) shall reside with the **[X] Father from July 1 through December 31 each year and with the [X] Mother from January 1 through June 30 each year** except for the following days and times when the child(ren) will reside with or be with the other parent:

From: **Friday at 6 p.m. to Sunday at 6 p.m.**
(Day/Time) (Day/Time)

[ ] 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: **Wednesday 6 p.m. to 8 p.m.**
(Day/Time) (Day/Time)

[X] **every week**
[ ] every week when there is no weekend visitation.
[ ] the first and third week of the month.
[ ] the second and fourth week of the month
[ ] other: _____

[X] The school schedule will start **August 21, 2002.**

NOTE: Pursuant to Final Decree of Divorce on August 21, 2002, if Mother fails to limit her activities outside the home when child is in her possession for visitation and/or designated custody, the issue of her six months as primary custodial parent may be reconsidered by the Court.

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:

Even-numbered years: Visitation with Mother from 3 p.m. the day school is out until Christmas Eve at 8 p.m.

Odd-numbered years: Visitation with Mother from Christmas Eve at 8 p.m. to New Year's Eve at 8 p.m.

2.4 SCHEDULE FOR SPRING VACATION.

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

[X] Same as school schedule.

2.5 SUMMER SCHEDULE.

Upon completion of the school year, the child(ren) shall reside with the **[X] Mother through June 30 and with the [X] Father beginning July 1 each year** except for the following days and times when the child(ren) will reside with or be with the other parent:

[X] **Same as school schedule.**
[ ] One week every month
[ ] Two weeks every month
[ ] One month beginning _____.
[ ] _____ weeks during summer, starting _____.
[X] **Other: Father shall have visitation one week during June of each year, and Mother shall have visitation one week during July of each year. Each parent shall provide the other parent with these dates at least 30 days in advance.**

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:

	With Mother (Specify Year Odd/Even/Every)	With Father (Specify Year Odd/Even/Every)
New Year's Day	See Section 2.3	
Martin Luther King Day	Odd	Even
Presidents' Day	Even	Odd
Easter Sunday	Odd	Even
Passover	N/A	N/A
Memorial Day	Even	Odd
July 4th	Odd	Even
Labor Day	Even	Odd
Veterans' Day	Odd	Even
Thanksgiving Day & Friday	Even	Odd
Christmas Eve	See Section 2.3	
Christmas Day	See Section 2.3	
Hanukkah	N/A	N/A

[ ] 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.

[ ] Other:

2.7 SCHEDULE FOR SPECIAL OCCASIONS.

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

	With Mother (Specify Year Odd/Even/Every)	With Father (Specify Year Odd/Even/Every)
Mother's Day	Every	Every
Father's Day	Every	Every
Mother's Birthday	½ Day	½ Day
Father's Birthday		
Child's Birthday		

[ ] Other: _____

2.8 PRIORITIES UNDER THE RESIDENTIAL SCHEDULE.

[X] Does not apply.

[ ] For purposes of this parenting plan the following days shall have priority over the residential schedule:_____.

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 T.C.A. 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: **Both parents shall equally divide visitation transportation.**

2.11 DESIGNATION OF CUSTODIAN.

The child named in this parenting plan is scheduled to reside with the **[X] Father from July 1 through December 31 each year and with [X] Mother from January 1 through June 30 each year.** Each parent is designated the custodian of the child 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: For school purposes, the child's permanent residence shall be the same as the Father's. When the Mother has her six months of visitation, she shall be responsible for the child's transportation to and from school.

III. CHILD SUPPORT

3.1 FINANCIAL SUPPORT.

[X] The Mother's child support obligation shall be $82.56 per week during Father's custodial time, and the [X] Father's child support obligation shall be $97.21 per week during Mother's custodial time in accordance with the Tennessee Child Support Guidelines **beginning August 25, 2002.** Said support shall be paid through the Child Support ~~Receiving~~ Receipting Unit. Each parent shall furnish to the other parent, on or before April 15 of each year, a copy of his/her W-2 form(s).

This amount shall not be prorated unless otherwise specified.

[X] A wage assignment shall issue (by separate order to be presented by counsel) to **Renato Bertoli, 2159 Utopia Avenue, Nashville, TN 37211** the employer of Kitty Sue Tice, for the ongoing child support, **beginning July 1 and ending December 31 of each year.**

A wage assignment shall issue (by separate order to be presented by counsel) to **McPherson & Kelley, Incorporated, 608 Norris Avenue, Nashville, TN 37204**, the employer of Steven Dewayne Tice, for the ongoing child support, **beginning January 1 and ending June 30 of each year.**

[ ] Other provisions for financial support:

_____

[X] 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.

3.2 TAX DEDUCTION.

[ ] The [ ] mother [ ] 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(s).

[X] Other provisions regarding tax deduction:
Father shall claim the child as a deduction in odd years.
Mother shall claim the child as a tax deduction in even years.

3.3 HEALTH INSURANCE.

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

[X] Uncovered medicals, including deductibles, if any, will be

[X] borne by the **Father due to the difference between the salaries of the parents.**

[ ] divided equally by the parties

[ ] _____

3.4 LIFE INSURANCE.

[X] The **[X] Mother and [X] Father** shall insure his/her own life in the minimum amount of $50,000, whole or term, which may not decrease in face amount during the minority of any child. The policy shall name the minor child as primary beneficiary 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, including deductible, 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 the 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	[ ] father	[X] joint
Religious upbringing	[ ] mother	[ ] father	[X] joint
Extracurricular activities	[ ] mother	[ ] father	[X] 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 T.C.A. 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 T.C.A. 36-6-412;
- [ ] The history of participation of each parent in decision making in each of the areas in T.C.A. 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 T.C.A. 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

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

[ ] Counseling by _____, or

[X] Mediation by Certified Rule 31 Mediator.

[ ] Arbitration by _____.

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

[X] 50% mother 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 **[X]** 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.

[ ] No dispute resolution process, except court action, shall be ordered, because [ ] a limiting factor under T.C.A. 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) The right to unimpeded telephone conversations with the child(ren) at least twice a week at reasonable times and for reasonable durations;

(2) The right to send mail to the child(ren) which the other parent shall not open or censor;

(3) The right to receive notice and relevant information as soon as practicable but within twenty-four (24) hours of any event of hospitalization, major illness or death of the child(ren);

(4) The right to receive directly from the child(ren)'s school upon written request which includes a current mailing address and upon payment of reasonable costs of duplicating, copies of the child(ren)'s report cards, attendance records, names of teachers, class schedules, standardized test scores and any other records customarily made available to parents;

(5) The right to receive copies of the child(ren)'s medical records directly from the child(ren)'s doctor or other health care provider upon written request which contains a current mailing address and upon payment of reasonable costs of duplication;

(6) The right to be free of unwarranted derogatory remarks made about him/her or his/her family by the other parent to or in the presence of the child(ren).

(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; and
(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 child(ren) for more than two (2) days, an itinerary including telephone numbers for use in the event of an emergency; and

(9) The right of access and participation in education, including the right of access to the minor child(ren) 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.

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

VII. OTHER PROVISIONS

[ ] There are no other provisions.

[X] There are the following other provisions pursuant to the Final Decree of Divorce:

1. **Father shall not use illegal drugs at any time.**
2. **Both parents shall be respectful of each other in the presence of the child.**
3. **Neither parent shall have overnight guests of the opposite sex in an inappropriate circumstance when minor child is present.**

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.

_____ _____

Mother Date and Place of Signature

_____ _____

Father 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 T.C.A. 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 this the 22nd **day of** Oct, **2002.**

JUDGE

Presented by:

PENNY HARRINGTON #9983
Harrington Law Office
2205 State Street
Nashville, TN 37203-1850
Telephone (615) 320-9977
Facsimile (615) 320-9929

Counsel for Steven D. Tice

Mediation Services provided by:

Robyn Lynne Ryan
Attorney at Law
St. Cloud Corner, Suite 500
500 Church Street
Nashville, TN 37219-2349
Telephone (615) 242-3996

Date of Mediation: January 21, 2002

Address of Mother

190 Luna Drive
Nashville, TN 37211

Address of Father

141 North Timber Drive
Nashville, TN 37214

Date Attended Parenting Seminar

October 25, 2001

Date Attended Parenting Seminar

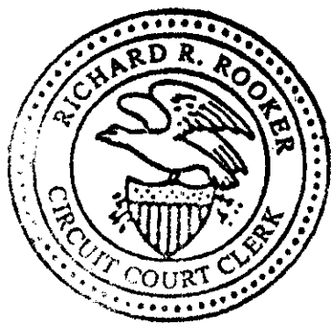
January 11, 2001

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 22 day of OCTOBER , 2002 , in the Case Number 00D221 between TICE, STEVEN DEWAYNE Plaintiff, and TICE, KITTY SUE Defendant, as same remains of record in Vol. 4966 , Page 916467 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 FEBRUARY in the year two thousand three and in the 226th year of American Independence.

SEAL



RICHARD R. ROOKER, Clerk,

By S Wheeler
Deputy Clerk