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

FILED
2002 AUG 21 PM 2:00
RICHARD R. ROOKER, CLERK
B. Rawls D.C.

JILL LARKIN COLEMAN,

Plaintiff,

v.

WALDORF GUMUKUS COLEMAN, SR.,

Defendant.

No. 01D-2446
NOTICE OF ENTRY REQUESTED

Davidson County DEEDDIV
Recvd: 03/03/03 12:18 15pgs
Fees:77.00 Taxes:0.00
20030303-0027461

FINAL DECREE

This cause came to be heard on the 20th day of August, 2002, upon the Complaint for Absolute Divorce filed by the Plaintiff, Jill Larkin Coleman. The Defendant, Waldorf Gumukus Coleman, Sr., was duly noticed and failed to appear. Based upon the testimony of the Plaintiff, the witnesses and the entire record as a whole, it appears to the Court that the Plaintiff shall be granted an absolute divorce from the Defendant and restored to all the rights and privileges of a single person. It is, therefore,

ORDERED, ADJUDGED and DECREED that the Plaintiff, Jill Larkin Coleman, is granted a divorce from the Defendant, Waldorf Gumukus Coleman, Sr., on the grounds of Inappropriate Marital Conduct and restored to all the rights and privileges of an unmarried person. It is, further,

ORDERED, ADJUDGED and DECREED that the Plaintiff shall be awarded all of her personal effects and all household furnishings free and clear of any claim from the Defendant. It is, further,

ORDERED, ADJUDGED and DECREED that all right, title and interest in and to the party's real property located at 3055 Richmond Hill Drive, Nashville, Tennessee, 37207, more particularly described below, is divested from the Defendant and vested in the Plaintiff, Jill Coleman.

> BEING Lot No. 166 on the Plan of Parkwood Estates, Section 1, of record in Book 2900, pages 119 and 120, Register's Office, Davidson County, Tennessee, as follows:
>
> SAID Lot No. 166 fronts 80 feet on the westerly margin of Richmond Hills Drive and runs back between lines, 136.7 feet on the northerly line and 125 feet on the southerly line to a dead line in the rear on which it measures 62.1 feet.
>
> BEING the same property conveyed to Virginia O'Connor Turner, Executrix, under the Will of Mary P. Ferrell, deceased, of record in Will Box 135, page 166, County Court Clerk's Office for Davidson County, Tennessee. Being the same property conveyed

to Waldorf Coleman, and wife, Jill R. Coleman, by deed of record in Book 5834, page 758, Register's Office, Davidson County, Tennessee.

It is, further,

ORDERED, ADJUDGED and DECREED that the Plaintiff, Jill Coleman, shall be responsible for the mortgage indebtedness on 3055 Richmond Hills Drive and hold the Defendant harmless from the same. It is, further,

ORDERED, ADJUDGED and DECREED that each party is awarded the automobile currently in their possession and hold the other harmless from any indebtedness related to the same. It is, further,

ORDERED, ADJUDGED and DECREED that the Plaintiff shall be responsible for her student loan in the amount of Forty-Four Thousand Dollars ($44,000.00) and hold the Defendant harmless. It is, further,

ORDERED, ADJUDGED and DECREED that a Restraining Order shall issue enjoining and restraining the Defendant, Waldorf Coleman, from harassing, threatening or harming the Plaintiff, Jill Coleman. It is, further,

ORDERED, ADJUDGED and DECREED that the Defendant, Waldorf Coleman, shall vacate the marital residence by 6:00 p.m. on Friday, August 23, 2002. It is, further,

ORDERED, ADJUDGED and DECREED that a Restraining Order shall issue enjoining and restraining the Defendant, Waldorf Coleman, from damaging the marital residence. It is, further,

ORDERED, ADJUDGED and DECREED that the Parenting Plan previously filed with the Court shall be adopted and incorporated herein by reference and attached hereto and made an order of the Court. It is, further,

ORDERED, ADJUDGED and DECREED that the Defendant shall pay Three Hundred Four Dollars ($304.00) per month in child support plus the Clerk's fee of Fifteen Dollars and Twenty Cents ($15.20) for a total payment of Three Hundred Nineteen Dollars and Twenty Cents ($319.20) beginning on September 1, ~~2003~~ 2002 and each and every month thereafter. It is, further, **ORDERED, ADJUDGED and DECREED** that the payments shall made to the Clerk of the Court at the following address:

Davidson County Circuit Court Clerk
506 Metro Courthouse
Nashville, TN 37201

It is, further, **ORDERED, ADJUDGED and DECREED** that the Clerk's office shall them disburse said payments to the Plaintiff at the following address:

Jill Coleman
3055 Richmond Hills Drive
Nashville, TN 37207
It is, further,

ORDERED, ADJUDGED and DECREED that the Plaintiff's attorney, J. Robin McKinney, Jr., Esquire, shall be awarded a judgment against the Defendant for his reasonable attorney's fees in the amount of Seven Hundred Fifty Dollars ($750.00), for which execution may issue. It is, further,

ORDERED, ADJUDGED and DECREED that costs of this cause are taxed to the Defendant, Waldorf Coleman, for which execution may issue.

ENTERED this the 21st day of August, 2002.

JUDGE MURIEL ROBINSON

Approved for entry:

J. ROBIN MCKINNEY, JR. #16807
One Washington Square, Suite 103
214 Second Avenue North
Nashville, TN 37201
(615) 256-2602

Certificate of Service

I do hereby certify on the 20 day of August, 2002 that a true and correct copy of the foregoing document has been sent via United States Postal Service, first class, postage prepaid to the following: Mr. Waldorf Gumukus Coleman, Sr., 3055 Richmond Hill Drive, Nashville, TN 37207.

J. Robin McKinney, Jr.

IN THE CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

FILED
2007 OCT -2 PM 2:44
RICHARD R. ROOKER, CLERK
D.C.

JILL LARKIN COLEMAN,	)	Case No. 07D-2446
	)	
MOTHER,	)	PARENTING PLAN
vs.	)	[X] Proposed (**PPP**)
	)	[ ] Temporary (**PPT**)
WALDORF COLEMAN,	)	[ ] Final Order (**PP**)
	)	
FATHER,	)	

PARENTING PLAN

This Parenting Plan is :

[ ] 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.

[X] proposed by **Mother**.

I. GENERAL INFORMATION

This parenting plan applies to the following children:

Name	Birthdate	Social Security No.
Waldorf Coleman	**June 29, 1984**	[redacted]-3525
Wesley Coleman	**September 4, 1988**	[redacted]-8069

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

From: **Friday at 6:00 p.m.** to **Sunday at 6:00 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: _____ 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 [X] mother [ ] father during winter vacation, except for the following days and times when the child(ren) will reside with or be with the other parent:

Same as school schedule.

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:

Same as school 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:

[ ] Same as school year schedule.
[ ] One week every month
[ ] Two weeks every month
[X] One month beginning **July 1**
[ ] _____ 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:

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

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

6:00 p.m. on the eve of the holiday to 6:00 p.m. day of holiday.

[ ] 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**	
Father's Day		**Every**
Mother's Birthday	**Every**	
Father's Birthday		**Every**
Child's Birthday	**Even**	**Odd**

[ ] 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 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 will drop off and pick up kids at father's residence.**

2.11 DESIGNATION OF CUSTODIAN.

The children named in this parenting plan are scheduled to reside the majority of the time with the [X] mother [ ] 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: _____

III. CHILD SUPPORT

3.1 FINANCIAL SUPPORT.

[X] The [ ] mother [X] father will pay child support, in accordance with the Tennessee Child Support Guidelines, in the amount of ~~$416.00~~ per **month**, beginning _____. set on one child, 304 (Jm)

This amount shall not be prorated unless otherwise specified.

A wage assignment shall issue (by separate order to be presented by counsel) to_____, the employer of _____, for the ongoing child support.

[ ] 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 the 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.

[X] The [X] mother [ ] father will receive the tax deduction for the child(ren). 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.

[X] The [ ] mother [X] 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.

[X] The [ ] mother [X] father shall insure his/her own life in the minimum amount of $ 50,000.00, 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~~ custodial mother of the coverage required by the Court. The choice of the secondary beneficiary(ies) is up to the policy owner(s). Policy will revert to father after youngest child reaches age 18 & has graduated from high school

[ ] Other provisions regarding life insurance: _____

3.5 DENTAL/ORTHODONTIC CARE

[X] The [ ] mother [X] 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	[X] mother	[ ] father	[ ] joint
Non-emergency health care	[X] mother	[ ] father	[ ] joint
Religious upbringing	[X] mother	[ ] father	[ ] joint
_____	[ ] 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

[X] Mediation by_____, or

[ ] 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 [X] 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.

[ ] 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 non-custodial 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

[ ] There are no other provisions.

[X] There are the following other provisions: **Either parent shall have the right to apply to the Court for relief in the event mediation is unsuccessful.**

VIII. DECLARATION FOR PROPOSED PARENTING PLAN

[ ] 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.

Jill L. Cole
Mother

8/20/03
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 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: 6-20-02

Judge

Presented by:

_____
Signature

_____
Print or Type Name

_____
Signature

_____
Print or Type Name

Mediation Services provided by:

(Name) _____

(Address) _____

_____

(Phone) _____

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 21 day of AUGUST , 2002 , in the Case Number 01D2446 between COLEMAN, JILL LARKIN Plaintiff, and COLEMAN, WALDORF GUMUKUS, SR. Defendant, as same remains of record in Vol. 4626 , Page 854789 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 31 day of DECEMBER in the year two thousand two and in the 226th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

SEAL

