IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2003 MAR -7 PM 12:23
RICHARD R. ROOKER, CLERK
D.C.

2003 MAR 12 PM 2:37
RICHARD R. ROOKER, CLERK
B. Rawls D.C.

CHANNAPHA TOLA AKHOM,

Plaintiff,

v.

SOMSACK MISAIPHON,

Defendant.

Docket No. 02D-1278

Davidson County DEEDDIV
Recvd: 03/28/03 10:24 26pgs
Fees:132.00 Taxes:0.00
20030328-0040749

FINAL DECREE OF DIVORCE

This cause came to be heard on February 27, 2003, before the Honorable Marietta Shipley, Judge of the Second Circuit Court of Davidson County, upon the Complaint for Absolute Divorce filed by the Plaintiff, Channapha Tola Akhom, (herein referred to as "Wife"), the Order of this Court on or about February 11, 2003, failure to answer and/or appear by the Defendant, Somsack Misaiphon (herein referred to as "Husband"), statements of counsel for Wife, testimony of Wife and corroborating witnesses, and the entire record herein, the Court finds as follows:

1. A Complaint for Divorce was filed in this cause by Wife on May 28, 2002.

2. Husband was served with process by certified mail on June 13, 2002.

3. Pursuant to the Order of the Court entered February 11, 2003, Husband's pleadings were struck, Wife was awarded a judgment by default, and this matter was set for Final Hearing on February 27, 2003.

4. Husband has failed to plead, respond or otherwise defend as provided by law and set forth in the Order of the Court.

5. This Court has jurisdiction in all necessary particulars of this case and the facts

alleged in the Complaint are true and correct as to the necessary elements of a divorce on the grounds of inappropriate marital conduct, and an absolute divorce should be awarded to Wife on those grounds pursuant to Tennessee Code Annotated § 36-4-101(15).

6. Husband is currently employed at Trinity Marine Corporation, and makes a gross annual salary of $40,817.73. Wife is currently employed at Genco Distribution, and makes $10.00 per hour. In addition, the Court finds that Wife has a need for medical insurance which is currently provided through her employer. Wife has a chronic illness, thalassemia major, which requires a significant amount of medical care, and her future earning ability and continued employment is in doubt. The Court finds that Wife has a need for alimony *in futuro*, and Husband has an ability to pay.

7. The parties have four minor children. The parties are currently under a Temporary Parenting Plan that provides for regular visitation for Husband with the parties' minor children. Due to Husband's failure to exercise regular overnight visitation and the inappropriateness of Husband's current living situation, the Order of Protection and Temporary Parenting Plan are to be modified to reflect that Husband's overnight visitation with the children is terminated and reserved pending Father's application to the Court for a modification.

8. The parties own a marital residence, jointly titled in both names of the parties, which was secured by a significant down payment from Wife's father. The Court finds that there is no marital equity in the marital residence, and the same should be awarded to Wife.

9. The parties have already divided their personal property and accounts. The parties have one vehicle, titled jointly, which is in possession of Husband. Wife testified that she wished for Husband to have this vehicle and be responsible for same.

10. Husband has a duty to provide medical necessaries for Wife and the minor children, and should be responsible for debts outstanding for medical services provided to Wife and children.

It is therefore ORDERED, ADJUDGED and DECREED that, pursuant to Rule 55.01 and 37.02 of the Tennessee Rules of Civil Procedure, and by Order of this Court on February 11, 2003, Wife is granted a judgment by default.

It is ORDERED, ADJUDGED and DECREED that the Plaintiff/Wife, Channapha Tola Akhom, have and is hereby awarded an absolute divorce from the Defendant/Husband, Somsack Misaiphon, on the grounds of inappropriate marital conduct, and the bonds of matrimony heretofore existing between Husband and Wife are hereby held for naught, and each party is hereby restored to all the rights and privileges of an unmarried person.

It is ORDERED, ADJUDGED and DECREED that Wife is designated as the primary custodian of the minor children as set out in the Parenting Plan submitted in this matter, and Husband shall have an obligation of child support for his four minor children as set forth in the Tennessee Child Support Guidelines and evidenced by the employment records submitted to the Court in this cause from his current employer, Trinity Industries. A Wage Assignment Order shall issue for same.

It is ORDERED, ADJUDGED and DECREED that each party is awarded those items of marital and/or separate personal property presently in their respective possession. All right, title and interest of each party in and to said property is hereby divested out of that party and reinvested absolutely in the party in possession of said property.

It is ORDERED, ADJUDGED and DECREED that Husband has possession of a 1991 Mercury Sable, titled in the name of both of the parties, and that Husband shall be responsible for all

debts, liabilities, and obligations on said vehicle, and shall hold Wife harmless from same.

It is ORDERED, ADJUDGED and DECREED that Wife is awarded any and all interest in the marital residence at 3724 Asheford Trace, Antioch, Tennessee, more specifically described as:

> LAND in Davidson County, Tennessee, being Lot No. 211, First Revision of Asheford Crossing, Section Two, a Planned Unit Development, of record in Plat Book 9700, page 171, said Register's Office, to which plat reference is hereby made for a more complete legal description.
>
> BEING part of the same property conveyed to Phillips Builders, Inc., a Tennessee Corporation by Deed from Luther A. Hill, Oly R. Hill and Charles W. Hill, as Co-Trustees of record in Book 9336, page 227, Register's Office of Davidson County, Tennessee.
> The corporate name of Phillips Builders, Inc. has been changed to Beazer Homes Corp. by Articles of Amendment to the Charter as recorded in Book 9922, page 902, Register's Office of Davidson County. A corporate resolution reflecting said change is of record in Book 10079, page 172, said Register's Office. The said Beazer Homes Corp. has filed an assumed name as Phillips Builders with the Tennessee Secretary of State on May 24, 1996.
> THIS conveyance is subject to Declaration of Covenants of record in Book 9651, page 900, Book 9980, page 482, Book 10301, page 180, and Book 10353, page 575, said Register's Office; easements and setback lines as set forth on the above plan of record; and taxes for the current year which have been prorated and assumed by the Grantee(s) herein.
>
> BEING the same property conveyed to Somsack Misaiphon and Wife, Channapha Akhom by Deed from Beazer Homes Corp. d/b/a Phillips Builders of record in Book 10536, page 786, Register's Office of Davidson County, Tennessee.

It is ORDERED, ADJUDGED and DECREED that Husband is responsible for the medical necessaries of his Wife and minor children and shall be responsible for payment of the following medical bills totaling $8,469.43 attached hereto as Exhibit A:

Quest Diagnostics	$151.50

Baptist Hospital	$156.00
Integrity Healthcare	$286.50
Neonatologists Professional Service	$1,008.21
Baptist Hospital	$2,036.05
Integrity Healthcare	$1,295.61
Integrity Healthcare	$879.76
Baptist Hospital	$200.00
Integrity Healthcare	$1,255.80
David Seligman	$1,200.00

Wife is awarded a judgment against Husband for same, for which execution may issue if necessary. Additionally, each party shall be solely responsible for any and all remaining indebtedness incurred in his or her respective individual name and shall hold the other party harmless.

It is ORDERED, ADJUDGED and DECREED that Husband is awarded his interest in his 401(k) account through his employer, valued at approximately $3,000.00.

It is ORDERED, ADJUDGED and DECREED that each of the parties are awarded the balances of their respective bank accounts.

It is ORDERED, ADJUDGED and DECREED that Husband shall pay to Wife the amount of $489.00 per month as alimony *in futuro*, payable until her death or remarriage. Due to Husband's failure to pay alimony as ordered in the Pendente Lite Order, said amount shall be payable by Wage Assignment Order through the Central Receipting Unit.

It is ORDERED, ADJUDGED and DECREED that Wife is awarded a judgment against Husband for back child support and alimony under the Pendente Lite Order in this matter in the amount of $4,555.38, for which execution may issue if necessary. Said amount includes credit for Husband's prior payments directly to Wife and through the Child Support Receipting Unit.

It is further ORDERED, ADJUDGED and DECREED that Wife is awarded a judgment

against Wife for her reasonable attorney's fees in the amount of $ 2663.46, as evidenced by the Affidavit of Attorney's Fees filed in this cause by her counsel, Ralph O. Frazier, Jr., for which execution may issue if necessary.

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause shall be borne by Husband, for which execution may issue if necessary.

ENTER this 12 day of March, 2003.

MARIETTA SHIPLEY, JUDGE

APPROVED FOR ENTRY:

RALPH O. FRAZIER, JR., #20753
Attorney for Plaintiff / Wife
213 Fifth Avenue North, Suite 300
Nashville, Tennessee 37219
(615) 244-5757

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree of Divorce has been served on the Defendant by forwarding the same to his last known address, Mr. Somsack Misaiphon, 3811 Gallatin Road, Apt. F, Nashville, Tennessee 37216, this ~~3rd~~ 4th day of March, 2003.

RALPH O. FRAZIER, JR.

UNITED CREDITORS SERVICE
303 Church Street., Suite 201
Nashville, TN 37201

Telephone: 615-254-5541

FILED
2003 MAR 12 PM 2:37
RICHARD ROOKER, CLERK

RE: BAPTIST HOSPITAL INC
Account #: 00676582
Total Due: $200.00

B. Rawls D.C.

EXHIBIT A

303 Church St., Suite 201
Nashville, TN 37201

RETURN SERVICE REQUESTED

January 21, 2003

CHANNAPHA T AKHOM
3724 ASHEFORD TRCE
ANTIOCH TN 37013-2358

Dear CHANNAPHA T AKHOM:

Please accept this notice as a reminder of your account now past due. We ask you to co-operate with our office by making payment on time. Please do not disregard this notice.

Send your check or money order today or contact this office at (615) 254-5541

United Creditors Service

This is an attempt to collect a debt.

Any information obtained will be used for that purpose.

This notice has been sent to you by a debt collector.

This collection agency is licensed by the Collection Service Board, State Department of Commerce and Insurance 500 James Robertson Pkwy. Nashville, TN 37243.

* * * PLEASE RETURN THIS PORTION WITH YOUR PAYMENT * * *

RE: BAPTIST HOSPITAL INC
Account #: 00676582
Total Due: $200.00

CHANNAPHA T AKHOM
3724 ASHEFORD TRCE
ANTIOCH TN 37013-2358

United Creditors Service
303 Church St., Suite 201
Nashville, TN 37201-1798

UCS025-120B200968-JX0(

HIGHMARK. Blue Cross Blue Shield
An Independent Licensee of the Blue Cross and Blue Shield Association

CLAIM NOTICE - THIS IS NOT A BILL

SEPTEMBER 25, 2002

MEMBER INFORMATION

Member: CHANNAPHA AKHOM
ID Number: GDM586104817
Group information: 047286-000

PROVIDER SUMMARY

Provider: INTEGRITY HEALTHCARE

Total Provider's Charge: $7,801.36
For Claim Number(s): 02263411091 02263411092 02263411093 02263411094 02263411095 02263411096

Covered benefit amount we paid you:	$0.00
Covered benefit amount we paid this provider:	$1,668.93
If not already paid, the provider may bill you:	$286.50

HIGHMARK. Blue Cross Blue Shield
An Independent Licensee of the Blue Cross and Blue Shield Association

Camp Hill, PA 17089-0089

#BWNDBQH
#DCS4138951826363#
CHANNAPHA AKHOM
3724 ASHEFORD TRACE
ANTIOCH TN 37013-2358

MP001

SEPTEMBER 25, 2002

PATIENT BENEFIT SUMMARY

Patient: CHANNAPHA AKHOM
Benefit Period: 01/01/02 - 12/31/02

$0.00 has been applied to your $1,500.00 individual out of network out-of-pocket amount.
You have satisfied $0.00 of your $250.00 individual out of network deductible.
Please refer to your benefit booklet or agreement for further information.

Member Service

Member Service: **1-800-811-0391**

If your claim has been denied in whole or in part, you have **180 days from receipt of this notice** to file a written appeal to the following address:

Highmark Blue Cross and Blue Shield, P.O. Box 535095 Pittsburgh, PA 15253-5095, Attention: Review Committee

Your appeal process has one level(s) of appeal. For a description of the appeal process, please refer to the Administration section of your Benefit Booklet or call our Member Service Department at the number listed above.

You may appoint a representative to act on your behalf in pursuing an appeal. You must provide us with the name and address of your authorized representative and a description of the services being appealed in a written consent form signed by you. If you consent to the filing of an appeal by your authorized representative, you cannot file a separate appeal. For a copy of the authorized representative consent form, please call our Member Service Department at the number listed above.

You have the right under section 502(a) of the Employee Retirement Income Security Act of 1974 to file a civil action if an adverse benefit determination is made following completion of the internal appeal process.

(TTY services via 1-800-452-8086 for the hearing and speech impaired.)

"For online member service, or to check eligibility or claim status, logon to our website at: **www.highmarkbcbs.com"**

HIGHMARK. Blue Cross Blue Shield
An Independent Licensee of the Blue Cross and Blue Shield Association

CLAIM NOTICE - THIS IS NOT A BILL

OCTOBER 15, 2002

MEMBER INFORMATION

Member:	CHANNAPHA AKHOM
ID Number:	GDM586104817
Group information:	047286-000

PROVIDER SUMMARY

Provider: BAPTIST HOSPITAL INC

Total Provider's Charge: $2,401.35
For Claim Number(s): 02283900871 02283900872 02283900873 02283900874

Covered benefit amount we paid you:	$0.00
Covered benefit amount we paid this provider:	$43.84
If not already paid, the provider may bill you:	$2,036.05

PATIENT BENEFIT SUMMARY

Patient: CHANNAPHA AKHOM
Benefit Period: 01/01/02 - 12/31/02

$0.00 has been applied to your $1,500.00 individual out of network out-of-pocket amount.
You have satisfied $0.00 of your $250.00 individual out of network deductible.
Please refer to your benefit booklet or agreement for further information.

HIGHMARK. Blue Cross Blue Shield
An Independent Licensee of the Blue Cross and Blue Shield Association

Camp Hill, PA 17089-0089

#BWNDBQH
#OCS4138951826363#
CHANNAPHA AKHOM
3724 ASHEFORD TRACE
ANTIOCH TN 37013-2358

MP00

Member Service

Member Service: **1-800-811-0391**

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HIGHMARK. Blue Cross Blue Shield
An Independent Licensee of the Blue Cross and Blue Shield Association

CLAIM NOTICE - THIS IS NOT A BILL

SEPTEMBER 28, 2002

MEMBER INFORMATION

Member: CHANNAPHA AKHOM
ID Number: GD[redacted]4817
Group information: 047286-000

PROVIDER SUMMARY

Provider: INTEGRITY HEALTHCA INTEGRITY

Total Provider's Charge: $1,295.61
For Claim Number(s): 02268410759

Covered benefit amount we paid you:	$0.00
Covered benefit amount we paid this provider:	$0.00
If not already paid, the provider may bill you:	$1,295.61

Provider: INTEGRITY HEALTHCARE

Total Provider's Charge: $14,560.59
For Claim Number(s): 02268410760 02268410761 02268410762 02268410763 02268410764 02268410765 02268410767

Covered benefit amount we paid you:	$0.00
Covered benefit amount we paid this provider:	$5,653.83
If not already paid, the provider may bill you:	$879.76

PROVIDER SUMMARY continued on next pag

HIGHMARK. Blue Cross Blue Shield
An Independent Licensee of the Blue Cross and Blue Shield Association

Camp Hill, PA 17089-0089

#BWNDBQH
#OCS4138951826363#
CHANNAPHA AKHOM
3724 ASHEFORD TRACE
ANTIOCH TN 37013-2358

MP013

PROVIDER SUMMARY continued

Provider: TENN ONC BAPTIST

Total Provider's Charge: $475.00
For Claim Number(s): 02268410794 02268410795 02268410796 02268410797 02268410798

Covered benefit amount we paid you:	$0.00
Covered benefit amount we paid this provider:	$288.13
If not already paid, the provider may bill you:	$30.00

Provider: BAPTIST HOSPITAL

Total Provider's Charge: $308.00
For Claim Number(s): 02268410799

Covered benefit amount we paid you:	$0.00
Covered benefit amount we paid this provider:	$240.71
If not already paid, the provider may bill you:	$0.00

PATIENT BENEFIT SUMMARY

Patient: CHANNAPHA AKHOM
Benefit Period: 01/01/02 - 12/31/02

$0.00 has been applied to your $1,500.00 individual out of network out-of-pocket amount.
You have satisfied $0.00 of your $250.00 individual out of network deductible.
Please refer to your benefit booklet or agreement for further information.

HIGHMARK. Blue Cross Blue Shield
An Independent Licensee of the Blue Cross and Blue Shield Association

CLAIM NOTICE - THIS IS NOT A BILL

SEPTEMBER 07, 2002

MEMBER INFORMATION

Member: CHANNAPHA AKHOM
ID Number: CBM586104817
Group information: 047325-000

PROVIDER SUMMARY

Provider: INTEGRITY HEALTHCARE

Total Provider's Charge: $2,003.40
For Claim Number(s): 02192409166

Covered benefit amount we paid you:	$0.00
Covered benefit amount we paid this provider:	$747.60
If not already paid, the provider may bill you:	$1,255.80

HIGHMARK. Blue Cross Blue Shield
An Independent Licensee of the Blue Cross and Blue Shield Association

Camp Hill, PA 17089-0089

#BWNDBQH
#OCS4138951826363#
CHANNAPHA AKHOM
3724 ASHEFORD TRACE
ANTIOCH TN 37013-2358

MP01

Member Service

Member Service: **1-800-811-0391**

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(TTY services via 1-800-452-8086 for the hearing and speech impaired.)

"For online member service, or to check eligibility or claim status, logon to our website at: **www.highmarkbcbs.com"**

Quest Diagnostics®

Laboratory Invoice

For services not included in your physician's bill.

00004105 5404708 2182691944 R 12437
CHANNAPH AKHON
3724 ASHEFORD TRCE
ANTIOCH, TN 37013-2358

Important Notice

YOUR INSURANCE COMPANY INDICATED THEY COULD NOT PROCESS THIS CLAIM DUE TO INCORRECT OR MISSING INFORMATION. PLEASE COMPLETE THE BACK OF THIS BILL AND SEND IT IN THE ENVELOPE PROVIDED. WE APPRECIATE YOUR PROMPT RESPONSE.

LABORATORY SERVICE	CPT CODE / DATE RECEIVED	AMOUNT
LACTATE DEHYDROGENSE	83615	$26.60
UNLISTED SPECIAL SERVICE	99199	$42.30
CBC, PLT, DIFF	85025	$33.10
COMPREHEN METABOLIC PANEL	80053	$49.50

Patient Name	CHANNAPH AKHON
Amount Due	$151.50
Payment Due Date	09/28/2002
Invoice Number	2182691944
Lab Code	NSH
Invoice Date	September 7, 2002
Responsible Party	CHANNAPH AKHON
Requested by:	MELUCH,ANTHONY
Date of Service	August 19, 2002

Services Performed by: Quest Diagnostics Nashville, TN

For billing inquiries or to pay by phone, call
1-800-366-6635
Weekdays 8AM – 6PM
Fax: 1-800-601-6608
Or visit our website at
www.questdiagnostics.com
Please have your invoice available for reference.

PATIENT AMOUNT DUE $151.50

ICD-9 Codes: 282.4
If you have Medicare, Railroad Medicare or Medicaid as your primary or secondary insurance, please send us the information - see reverse side.

The CPT codes provided are based on AMA guidelines and without regard to specific payor requirements.

▼ Please fold and tear payment coupon along perforation and remit with payment in the envelope provided ▼

Quest Diagnostics®

Payment Coupon

Please make check payable to:
Quest Diagnostics. Please include invoice number on your check.
Quest Diagnostics also accepts Master Card, Visa & American Express.

Amount Due	$151.50
Payment Due Date	09/28/2002
Invoice Number 2182691944	Lab Code NSH
Patient Name CHANNAPH AKHON	
Amount Enclosed	

NSH 218269194400000151505

Please complete credit card information on reverse or visit our website at **www.questdiagnostics.com**.

☐ Check here if address has changed. Indicate change on back.
Quest Diagnostics reserves the right to assign this receivable to any of its affiliates.

Mail payments only to:
Quest Diagnostics Incorporated
P.O. Box 13589
Philadelphia, PA 19101-3589

Current Invoice # 2182691944	Bill Code 62BB21	☐ Railroad Medicare # ☐ Medicare #	Medicaid #	Hospital

Patient's Name	Patient's Date of Birth	Sex ☐ Male ☐ Fe

Patient's Social Security #	Patient's Telephone Number Day ( ) Evening ( )
Policy Holder's Name (If Different Than Patient)	Mail correspondence / insurance information only to:
Patient's Relationship To Policy Holder ☐ Self ☐ Spouse ☐ Dependent	Quest Diagnostics P.O. Box 3010 Southeastern, PA 19398-3010
Policy Holder's Employer	
Insurance Company Name & Address	
Policy / Member # Group #	

Fold here to return this portion to Quest Diagnostics in the envelope provided. Be sure that address above is visible through the envelope window.

If you would like us to file with your **primary insurance company**, and it is listed at right, please check the name of your company, complete all patient and policy holder information above and return both sections in the envelope provided. Be sure to fold so the Quest Diagnostics address for correspondence appears in the envelope window.

Many of the companies we participate with are listed here. This list is subject to change and there may be exceptions in certain areas for certain members or plans. If you have a question about a company not listed, please contact your insurance company representative or call Quest Diagnostics at the number provided on your invoice.

- ☐ Aetna
- ☐ AdvancePCS/Mail Handlers Benefit Plan
- ☐ Anthem BC/BS
- ☐ BC/BS of Alabama
- ☐ BC/BS of Tennessee
- ☐ Beech Street (Payor Name & Address Required)
- ☐ Better Health Plan
- ☐ Cariten HealthCare
- ☐ CCN (Payor Name & Address Required)
- ☐ CHAMPUS/Tricare
- ☐ CIGNA HealthCare
- ☐ Employers Health Insurance
- ☐ First Health (Payor Name & Address Required)
- ☐ HealthSpring
- ☐ Humana ChoiceCare PPO
- ☐ John Deere/Heritage
- ☐ MultiPlan (Payor Name & Address Required)
- ☐ OmniCare Health Plan (TennCare)
- ☐ One Health Plan
- ☐ PHCS (Payor Name & Address Required)
- ☐ PHP TennCare
- ☐ Prudential Healthcare
- ☐ Railroad Medicare
- ☐ Signature Health Alliance
- ☐ United Healthcare (Claim Address Require
- ☐ Universal Care (Tenncare)
- ☐ Workers Compensation(Payor Name & Address Re
- ☐ Xantus Health Plan (TennCare)

Quest Diagnostics, the associated logo and all associated Quest Diagnostics marks are the trademarks of Quest Diagnostics Incorporated.

▼ Detach and return this portion with your payment. ▼

Payment Coupon

Address Correction (please print)

_____

_____

_____

_____

If paying by credit card, please complete the followi

☐ Mastercard ☐ American Express

☐ Visa

Cardholder authorizes the payment of this invoice b the issuer identified below, and agrees to comply w the obligations set forth in the Cardholder agreeme with the issuer.

Card Number _____

Exp. Date _____ Payment Amount _____

Cardholder's Name _____

Cardholder's Signature _____

Baptist Hospital System

2000 Church Street • Nashville, Tennessee 37236 • www.baptisthospital.com

09/25/02

CHANNAPHA AKHOM
3724 ASHEFORD TRACE
ANTIOCH TN 37013

Patient : CHANNAPHA AKHOM
Account : 41501347
Ser Date : 09/09/02
Balance : $156.00

Dear CHANNAPHA AKHOM

We recently provided a service for your health care needs. In providing this service, we may not have received your insurance information. Please contact us with your insurance carrier information so we may file a claim to assist you in resolving this outstanding balance.

If you do not have insurance coverage and cannot pay the balance in full, you must contact this office to establish a payment arrangement. For your convenience, we also accept all major credit cards to assist you in resolving this outstanding balance.

If payment in full was sent before the date of this letter, please disregard and accept our sincere thank you.

As always, if you have any questions regarding your account, please do not hesitate to contact this office.

Sincerely,
MS. SUBLETT
Patient Accounts
(615) 331-0227

Please return lower portion with your payment

MC_____ Visa_____ Amex_____ Discover_____
Card # _____ Exp. Date_____
Cardholder _____
Amount of payment _____

Signature _____

Patient : CHANNAPHA AKHOM
Account : 41501347
Number :
Ser Date : 020909
Balance : $156.00

STATEMENT

NEONATOLOGISTS PROFESSIONAL SERVICE
2000 CHURCH STREET, BOX 110
Nashville, TN 37236
(615)284-5071

TIN: 62-1198191

ACCOUNT NUMBER	PAGE NO
308300	1

BILLING DATE
February 1, 2002
Charges Or Payments After Billing Date Will Appear On Next Statement

Channapha Akhom
3724 Ashford Trace
Antioch, TN 37013

$ _____
Amount Remitted

TO INSURE PROPER CREDIT PLEASE DETACH AND RETURN THIS PORTION THE STATEMENT WITH YOUR PAYME

>

DATE	DESCRIPTION	REFERENCE	CHARGES	CREDITS
11/03/01	PREVIOUS BALANCE		1008.21	
11/11/01	Acct Stmt Sent	Channapha T Akhom		
01/02/02	Acct Stmt Sent	Channapha T Akhom		

>

CURRENT	30 DAYS	60 DAYS	90 DAYS	NEW BALANCE	Please Pay This Amount
0.00	0.00	0.00	1008.21	1008.21	150.00

YOUR INS CO HAS EITHER PAID, DENIED,OR WE'VE HAD NO RESPONSE FROM THEM. PLEASE CONTACT THIS OFFICE REGARDING THE BALANCE.

NEONATOLOGISTS PROFESSIONAL SERVI(

206 Enon Springs Road, East
Smyrna, TN 37167
355-2055

David H. Seligman, DMD, PC

534 Paragon Mills Road
Nashville, TN 37211
333-2010

Contract for Orthodontic Treatment of Mary Akhom Date 2/12/02

Total Fee $ 1200.00

Estimated Insurance Benefit $ ~~0~~ .

Sub Total $ 1200.00

Initial Amount $ 100.00 DUE NOW

Remaining Balance $ 1100.00

Monthly Payment of $ 100.00 for 11 Months and $ X . X for X Month

Number of Payments ———

Payment due on the 1st of each month beginning March 1, 2002

☐ **EARLY ORTHODONTIC TREATMENT:** I understand that this financial contract is for early or limited orthodontic treatment. If a second phase of treatment ~~is needed~~ a separate fee will be charged.
Continuing Treatment.

☑ **COMPREHENSIVE ORTHODONTIC TREATMENT:** I understand that this financial contract is for full phase orthodontic treatment and includes active treatment time and one year of retention visits.

ORTHODONTIC CHARGES: Our fee includes ONLY the procedures performed in this office. Additional charges will be made for lost or broken appliances or for non co-operation by the patient after discussion with the responsible party. Our services will be discontinued for lack of co-operation or failure to adhere to the above financial arrangement.

LATE PAYMENTS: A late fee of ~~$5.00~~ 15.00 will be charged to any account 10 days past due unless other arrangements have been made.
If a payment is more than 60 days late:

1. The doctor will treat only emergency matters,
2. or another orthodontist may undertake treatment,
3. or all appliances will be removed and treatment discontinued.

I do agree to pay any and all fees necessary to collect the balance of this account in the event it becomes deliquent.
I also understand that I am responsible for any remaining balance not paid by the insurance carrier.

DENTAL CARE: During orthodontic treatment, you/your child must continue to see your family dentist for cleanings, fillings, etc. at least every six months.

APPOINTMENTS : I understand that my/my child's appointments will be scheduled at one to six week intervals. I also understand that these appointments will be scheduled during school and work hours. The frequency of visits has no bearing on the fee or payment arrangements.

To Avoid Any Misunderstanding, We Will Be Happy To Discuss This Information With You.
Please File This Letter For Future Reference.

X _____ / _____ David H. Seligman, DMD, PC

Responsible Party

Dr. David H. Seligman, Orthodontist

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CHANNAPHA TOLA AKHOM,

Plaintiff,

v.

SOMSACK MISAIPHON,

Defendant.

FILED
2003 MAR 12 PM 2:37
RICHARD R. ROOT, CLK
B. Rawls D.C.

Docket No: 02D-1278

PERMANENT PARENTING PLAN

A. This Parenting Plan is the permanent parenting plan pursuant to the final hearing in this matter on February 27, 2003, and the Final Decree of Divorce entered the _____ day of March, 2003.

B. This parenting plan applies to the following children:

Name	Birthdate
Chanthariya M. Akhom	December 12, 1990
Souripanya P. Akhom	April 5, 1996
Theppanya A. Akhom	November 24, 1999
Phavina A. Akhom	November 24, 1999

C. PARENTING TIME

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

1 & 2. The children shall reside with the mother, except for the following days and times when the children will reside with or be with the father:

From: Saturday at 1:00 p.m. until Saturday at 10:00 p.m.
Sunday at 1:00 p.m. until Sunday at 6:00 p.m.

[x] every other week

[x] Other: Father's overnight visitation is terminated and reserved upon his application to the Court. Father shall return the minor children to the residence of the maternal grandparents no later than 10:00 p.m. each evening.

3. OTHER PROVISIONS

Father is responsible for transportation, and the exchange is to occur at the home of the maternal grandparents of the minor children. Father is enjoined and restrained from removing the minor children from the country or the jurisdiction of the Court.

There is currently an Order of Protection in place against Father. Other than the modification of Father's parenting time set forth in the Order of Protection, this Parenting Plan shall not affect any of Mother's rights under that Order.

4. SCHEDULE FOR HOLIDAYS

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

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

[x] For purposes of this parenting plan, a holiday shall begin on the day of the holiday at 10:00 p.m. and end on the holiday at 6:00 p.m.

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

5. SCHEDULE FOR SPRING AND SUMMER VACATION

Same as school year schedule pending Father's application to the Court.

D. CHILD SUPPORT

Father shall pay support to mother by wage assignment the amount of $1,111.00 per month,

or $256.38 per week, based upon his gross monthly income of $3,401.48. Copies of Father's payroll information from Husband's employer, Trinity Industries, have been submitted to the Court under affidavit of the Custodian of Records without objection in the Final Hearing of this matter. Said amount is in accordance with the Child Support Guidelines.

Said support will be deducting from Father's wages through his employer at the following address:

Trinity Marine Corporation
1050 Trinity Road
Ashland City, Tennessee 37015

The addresses of the parties at the time of the hearing are as follows:

Channapha Akhom
601 Welshcrest Place
Antioch, Tennessee 37013

Somsack Misaiphon
3811 Gallatin Road, Apt. F
Nashville, Tennessee 37216,

Father will maintain medical insurance coverage on the minor children during until they reach the age of 18 or graduate with their regular high school class and shall provide Mother with continuing coverage of the same. Uncovered medical expenses will be divided equally between the parties.

Father will maintain vision, dental and orthodontic insurance coverage on the minor children during until they reach the age of 18 or graduate with their regular high school class and shall provide Mother with continuing coverage of the same. Uncovered medical expenses will be divided equally between the parties.

Father will maintain a life insurance policy upon his own life, whole or term, in the amount of $200,000.00, naming the minor children as beneficiaries of the same and designating Mother as Trustee for the purpose of securing his child support obligation. Said amount shall not decrease during the minority of any child.

The Mother shall receive the tax deduction for the minor children, and the Father shall provide proof of his income on a yearly basis, by supplying Mother with a copy of any W-2's, 1099's, and the first two pages of Father's yearly tax return.

E. 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.

F. 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, with any exceptions to be set forth in Part III.

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

G. DISPUTE RESOLUTION

Disputes between the parties, other than child support disputes, shall be submitted to Rule 31 mediator. Notice of intent to attend mediation shall be sent by certified mail, and the parties shall be equally responsible (50/50) for the payment of the mediation fees.

H. 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, per the Final Decree of Divorce of the parties.

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.

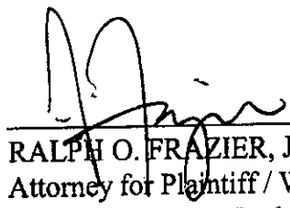
When mutual decision making is designated but cannot be achieved, the parties shall make a good faith effort to resolve the issue through the dispute resolution process.

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

ENTERED THIS 12 DAY OF March, 2003.

Judge

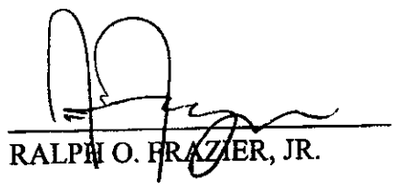
APPROVED FOR ENTRY:



RALPH O. FRAZIER, JR., #20753
Attorney for Plaintiff / Wife
213 Fifth Avenue North, Suite 300
Nashville, Tennessee 37219
(615) 244-5757

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Parenting Plan has been served upon the Defendant, by mailing same, via the United States Postal Service, postage prepaid, to Somsack Misaiphon, 3811 Gallatin Road, Apt. F, Nashville, Tennessee, 37216, on this 4 day of March, 2003.



RALPH O. FRAZIER, JR.

STATE OF TENNESSEE

I, RICHARD R. ROOKER, Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the SECOND Circuit Court for Davidson County, Tennessee, on the 12 day of MARCH , 2003 , in the Case Number 02D1278 between AKHOM, CHANNAPHA TOLA Plaintiff, and MISAIPHON, SOMSACK Defendant, as same remains of record in Vol. 5138 , Page 1055487 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 28 day of MARCH in the year two thousand three and in the 226th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

