IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ELIZABETH EWEKUNLE

Plaintiff,

vs.

ELIJAH M. EWEKUNLE

Defendant.

2003 MAR 25 PM 3:12

RICHARD R. ROOKER, CLERK

B. Rawls D.C.

Docket No. 00D-92

*Notice of entry requested*

FINAL DECREE OF DIVORCE

This cause came to be heard on the 5th day of March, 2003, before the Honorable Muriel Robinson, Judge, upon Mrs. Ewekunle's Original Complaint for Divorce. Mrs. Ewekunle and Mr. Ewekune appeared with counsel and announced in open Court that they had reached an agreement with all issues raised by the aforementioned pleadings. It is, therefore,

ORDERED, ADJUDGED and DECREED that the parties have stipulated that if they were to proceed to trial, both parties would have had grounds for divorce against the other party and that they are declared divorced pursuant to the provisions of T.C.A. § 36-4-129. Both parties are restored to all the rights and privileges of an unmarried person. It is, further,

ORDERED, ADJUDGED and DECREED that all personal property has previously been divided. It is, further,

Davidson County DEEDDIV
Recvd: 09/15/03 08:53 19pgs
Fees:97.00 Taxes:0.00
20030915-0134787

ORDERED, ADJUDGED and DECREED that Wife is awarded the 1992 *Toyota Carolla* and shall hold Husband harmless from any indebtedness thereon. Furthermore, Husband is awarded the vehicle currently in his possession and shall hold the Wife harmless from any indebtedness thereon. It is, further,

ORDERED, ADJUDGED and DECREED that the real property located at 265 Clearlake Drive shall be transferred solely into Wife's name. The Husband is hereby divested out of any right, title and interest in this property. The property is described as follows:

> Land in Davidson County, Tennessee, being Lot No. 270 on the Plan of Priest Lake Park Section 5 of record in Plat Book 4460, Page 174, 175 and 176, Register's Office for said County, to which reference is made for a more complete description.
>
> Being the same property conveyed to Elijah M. Ewekunle and Wife, Elizabeth O. Ewekunle by Warranty Deed of record in Book 10632, Page 98, Register's Office for Davidson County, Tennessee.

It is, further, ORDERED, ADJUDGED and DECREED that the husband purchased a lot in Nigeria during the marriage. This property is owned solely in the name of the Husband. The Husband is awarded this property. The Wife is divested out of any right, title or interest in this property. It is, further,

ORDERED, ADJUDGED and DECREED that the parties do not have any joint debts. Furthermore, the parties shall be responsible for any debts in their sole and separate names and shall hold the other party harmless thereon. It is, further,

ORDERED, ADJUDGED and DECREED that neither party shall receive alimony from the other. It is, further,

ORDERED, ADJUDGED and DECREED that the Parenting Plan previously submitted by the parties and attached hereto is hereby made an Order of this Court. It is, further,

ORDERED, ADJUDGED and DECREED that Wife shall be restored to her maiden name of Elizabeth Oluwemimo Oladokun. It is, further,

ORDERED, ADJUDGED and DECREED that each party shall be responsible for their own attorney's fees. ~~Furthermore, the parties agree to pay their respective attorney's fees out of their portion of the trust account money they shall receive pursuant to this Order. It is, further,~~

MRC

ORDERED, ADJUDGED and DECREED that the money held in John David Moore's trust account shall be disbursed as follows: Mr. Ewekunle shall receive $7,340.50 and; Mrs. Ewekunle shall receive $40,178.27, as Mr. Ewekunle is unable to be legally employed due to his pending immigration appeal. Thus, this sum shall stand for prepaid child support. Considering the ages of the children and the years remaining until each turns 18, this amount is consistent with the child support previously set by the Court and is consistent with the Guidelines of the Department for Human Services. This award of support shall not be reduced or prorated except by order of the Court. It is, further,

ORDERED, ADJUDGED and DECREED that the costs of the Court Reporter in the final hearing of this cause shall be taxed against the Husband and Wife equally for which execution may issue if necessary. It is, further,

ORDERED, ADJUDGED and DECREED that the costs of this cause are taxed against the Husband and Wife equally for which execution may issue, if necessary.

ENTERED this the 25th day of March, 2003.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

JACKSON, KWELLER, MCKINNEY,
MOORE, WARDEN & HAYES

John David Moore, No. 19143
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*Attorney for Elizabeth Ewekunle*

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(615) 254-8002

*Attorney for Elijah M. Ewekunle*

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing document has been mailed via U.S. Mail, postage prepaid, to the following individual(s) on this the 13 day of March, 2003.

Nan Shelby Calloway, Esq.
20 Music Square West
Suite 100
Nashville, Tennessee 37203-3257

John David Moore

IN THE Fourth CIRCUIT COURT OF DAVIDSON COUNTY TENNESSEE

2003 MAR -5 PM 1:16

RICHARD R. ROOKER, CLERK

Elizabeth Ewekunle
Plaintiff,

vs.

Elijah M. Ewekunle
Defendant.

Case No. OOD-92

PARENTING PLAN
[ ] Proposed (PPP)
[ ] Temporary (PPT) D.C.
[X] Final Order (PP)

## PARENTING PLAN

This Parenting Plan is :

[X] the final parenting plan signed by the court pursuant to a decree of dissolution entered on 3-5-03.

[ ] 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 child:

| Name | Birthdate |
|---|---|
| Rachael E. Ewekunle | 10-11-86 |
| Noah O. Ewekunle | 5-1-90 |

### 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:_____

2.2 SCHOOL SCHEDULE.

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

**From:** Sat @ 9 AM **To** Sun. @ 6 pm
**(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: _____

**From:**_____ **To** _____
**(Day/Time)** **(Day/Time)**

[] every other week
[] the second and fourth 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: Father in odd yrs. 7pm Dec. 24th to 7pm Dec. 25th
Mother in even yrs 7pm Dec. 24th to 7pm Dec. 25th

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 regular visitation schedule

2.5 SUMMER SCHEDULE.

Upon completion of the school year, 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:

[X] Same as school year schedule.
[ ] One week every month
[ ] Two weeks every month
[ ] One month beginning _____
[ ] _____ weeks during summer, starting _____.
[ ] Other:_____

[X] During the above summer schedule, the other parent shall have time with the child[ren] as follows: each parent has option of 7 consecutive days upon giving the other parent 30 days notice.

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~~ odd | ~~every~~ even |
| Martin Luther King Day | ~~every~~ | ~~every~~ every |
| Presidents' Day | | * every |
| Easter | odd | even |
| Passover | every | |
| Memorial Day | even | odd |
| July 4th | odd | even |
| Labor Day | even | odd |
| Veterans' Day | every | |
| Thanksgiving Day | odd | even |
| Christmas Eve | | |
| Christmas Day | | |
| Hanukkah | every | |
| _____ | _____ | _____ |

[ ] 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.

[X] Other: **All other Holiday's begin the day prior at 6:00 p.m. until the day of the Holiday at 6:00 p.m.**

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 | ---------- | ---------- |
| 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 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: Father prourdes all transportation

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. MOT

[] The [ ] mother [X] father will pay child support, in accordance with the Tennessee Child Support Guidelines, in the amount of $420 per month + med. beginning this term by offset on $40,179.27 property div.

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.

[X] 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.

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

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

[] The parties will bear equally the cost of mental health care, provided that both parties have had an opportunity to discuss the necessity with the other parent or the counselor.

3.4 LIFE INSURANCE.

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

[X] Other provisions regarding life insurance:
none required for either party

3.5 DENTAL/ORTHODONTIC CARE

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

[ ] Other provisions for dental/orthodontic care:_____

## IV. DECISION MAKING

4.1 DAY TO DAY DECISIONS

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

4.2 MAJOR DECISIONS.

Major decisions regarding each child shall be made as follows:

| | | | |
|---|---|---|---|
| Education decisions | [X] mother | [ ] father | [] joint |
| Non-emergency health care | [X] mother | [ ] father | [] joint |
| Religious upbringing | [X] mother | [ ] father | [] joint |
| Extracurricular Activities | [X] 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 T.C.A. Section 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. Section 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 Agreement or Court appointment with right to apply to Court if necessary.

[ ] 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 [] 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

Both parties are entitled to the rights outlined in T.C.A. §36-6-101(3)(A)-(I).

A. The right to unimpeded telephone conversations with the child at least twice a week at reasonable times and for reasonable duration's.

B. The right to send mail to the child which the other parent shall not open or censor.

C. 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.

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

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

F. The right to be free of unwarranted derogatory remarks made about such parent or such parent's family by the other parent to or in the presence of the children.

G. 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.

H. The right to receive from the other parent, in the event the other parent leaves the state with the minor child or children for more than two (2) days, an itinerary including telephone numbers for use n the event of an emergency; and

I. The right of access and participation in education, including the right of access to the minor child or 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-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:

Father receives no overnight visits w/ parties daughter until he has separate overnight accomodations for her.

## 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.

X Elizabeth Burkhart 3-5-03
Mother — Date and Place of Signature

X Elijah Burkhart 3-5-03
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: March 5, 2003 — Judge

Presented by:

_____
Signature

_____
Print or Type Name

_____
Signature

_____
Print or Type Name

Mediation Services provided by:

(Name) _____

(Address) _____

_____

(Phone)_____

Respectfully submitted,

**JACKSON, KWELLER, MCKINNEY, MOORE, WARDEN & HAYES**

**John David Moore, No.19143**
One Washington Square, Suite 103
214 Second Avenue North
Nashville, Tennessee 37201
(615) 256-2602

Attorney for Mother

Attorney for Father

CERTIFICATE OF SERVICE

DOCKET NO. 00D-92

Pursuant to Rule 58(3) of the Tennessee Rules of Civil Procedure, I hereby certify that I have mailed a copy of the foregoing Judgment to the parties/counsel listed below, on this 3rd day of April, 2003.

RICHARD R. ROOKER, Circuit Court Clerk

By: B. Rawls
Deputy Clerk

John David Moore, Attorney
One Washington Square, Suite 103
214 Second Avenue North
Nashville, TN 37201

Nan Shelby Calloway, Attorney
20 Music Square West
Suite 100
Nashville, TN 37203-3257

**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 25 day of MARCH , 2003 , in the Case Number 00D92 between EWEKUNLE, ELIZABETH OLUWAWEIMO Plaintiff, and EWEKUNLE, ELIJAH MOBOLAJI ET.AL Defendant, as same remains of record in Vol. 5182 , Page 1078693 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 20 day of AUGUST in the year two thousand three and in the 227th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk