File Number
037N05225

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
20TH JUDICIAL DISTRICT
AT NASHVILLE

FILED
2001 NOV 29 PM 3:51
RICHARD R. ROOKER, CLERK

TAMARAH SUGGS DANIEL,

Plaintiff/Wife,

VS.

DOCKET NO. 01D-1382 B Murray D.C.

RICHARD CLAUDIUS DANIEL,

Defendant/Husband.

Davidson County DEEDDIV
Recvd: 02/24/04 16:07 18pgs
Fees:92.00 Taxes:0.00
20040224-0021083

Record & Return to:
NATIONS TITLE AGENCY
5214 MARYLAND WAY, SUITE 208
BRENTWOOD, TN 37027
037N05225

FINAL DECREE OF DIVORCE

This cause came on to be heard this **28th day of November, 2001**, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Nashville, Davidson County, Tennessee, upon the original Complaint for Absolute Divorce filed by plaintiff/wife, Tamarah Suggs Daniel, on grounds of irreconcilable differences, the parties having signed a Marital Dissolution Agreement, and a Final Parenting Plan.

It appearing to the Court, from the sworn testimony of the Wife, statement of counsel, and the entire record herein, that the allegations of the Complaint are sustained, that is, that such serious marital problems are present and the differences are such between the parties that there is no hope or expectation of reconciliation and, therefore, the parties have irreconcilable differences; and, there is adequate and sufficient provision by written agreement for the equitable settlement of any property rights and that the terms for the care and sustenance of the minor children born of this marriage is adequately provided for in the Parenting Plan, heretofore filed with the Court as part of the Record in this cause; and, that this divorce grounded in "Irreconcilable Differences" has been filed for the statutorily prescribed period of ninety (90) days, it being filed on 25 May 2001. **The statistical information furnished in the Complaint is hereby amended under "r", to reflect that the parties were separated on May 1, 2001,** ~~**since the statistical information was provided a month prior to the filing of the Complaint.**~~ MVZ

Accordingly, **IT IS ORDERED, ADJUDGED AND DECREED** as follows:

1. That Wife, Tamarah Suggs Daniel is granted an absolute divorce from Husband, Richard Claudius Daniel, upon the ground of "Irreconcilable Differences" pursuant to T.C.A., Section 36-4-103, with both parties being restored to the rights, privileges and obligations of unmarried persons.

2. That the written, notarized Marital Dissolution Agreement entered into between the parties, is approved and ratified by the Court, its provisions being incorporated within this decree as they are set forth in the three (5) pages next preceding:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
20TH JUDICIAL DISTRICT AT NASHVILLE

FILED
2001 NOV -6 PM 1:06
RICHARD R. ROOKER, CLERK
D.C.

TAMARAH SUGGS DANIEL,
Plaintiff/Wife,

VS. DOCKET NO. 01D-1382

RICHARD CLAUDIUS DANIEL,
Defendant/Husband

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT entered into this 17th day of September 2001, by and between Tamarah Daniel, hereinafter referred to as Wife, and Richard Daniel, hereinafter referred to as Husband.

WITNESSETH:

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there is now pending in the Fourth Circuit Court for Davidson County, Tennessee, a suit for divorce between the parties being Tamarah Daniel vs. Richard Daniel bearing Docket No. 01D-1382 or the Defendant is aware said suit will be filed which is in lieu of service of process pursuant to Tenn. Code Ann. 36-4-103 (a) (2)and

WHEREAS, the parties desire to agree upon and fix their rights and duties regarding their respective estates, child custody, and support, and any and all matters concerning their respective rights and duties by reason of the marital relationship.

NOW THEREFORE, in settlement, adjustment, and compromise of all property rights and questions and all matters arising by reason of the marital relationship and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereby agree and covenant as follows:

CUSTODY. The Wife shall have sole custody of the parties minor children, Stephen Ramone Daniel and Kristin Nicole Daniel. However, Husband shall have reasonable visitation privileges with said minor children as set in the Parenting Plan submitted to the Court.

VISITATION. As set in the Parenting Plan.

CHILD SUPPORT PAYMENTS. To assist with the care, support, and maintenance of the parties' minor child, Husband shall pay direct to Wife the sum of $100 dollars per week commencing the first Friday after the final hearing of this matter and each week thereafter.

ACKNOWLEDGMENT OF CHILD SUPPORT LAW. The parties to this agreement

certify that the child support indicated here in above complies with Tenn. Code Ann. 36-5-101 (e) as to child support guidelines. In addition, pursuant to Tenn. Code Ann.36-5-101 (h) the parties affirmatively acknowledge that no action by the parties will be effective to reduce child support after the due date of each payment, and they understand that Court approval must be obtained before child support can be reduced unless such payments are automatically reduced or terminated under the terms of this agreement.

MEDICAL REQUIREMENTS. Husband and Wife shall maintain and provide medical, dental (including orthodontist), and hospitalization insurance for the minor child of the parties and said insurance shall be maintained until said children reach the age of eighteen or for so long as they remains dependent of the parties, whichever last occurs. The Parties shall pay ½ of all medical, dental (including orthodontist), ~~psychiatric~~, and hospital costs not covered by such insurance.

REAL PROPERTY. The real property of the parties , being the former home of the parties located at 1416 Tempany Court in Nashville, Davidson County, Tennessee shall hereinafter become the sole and exclusive property of the Wife.

PERSONAL PROPERTY. Wife shall have possession of all furniture, furnishings and appliances acquired during the marriage.

DEBTS. Each party shall pay all debts and obligations that he or she has incurred independently and shall hold the other party harmless thereon. There are no joint debts or obligations owed of the parties .

LIFE INSURANCE - TRUST. The mother and 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 children as primary beneficiaries of the coverage required by the Court. The choice of the secondary beneficiary(ies) is up to the policy owner(s).

TAX DEDUCTIONS. The Wife shall claim the minor children as an exemption on her tax return.

COURT COSTS. Husband shall be responsible for the payment of the balance of any court costs necessitated by either party obtaining a divorce pursuant to the terms and conditions of this agreement; however, it is agreed by the parties that any advanced filing fee paid by either party as may be applied to the court costs, shall be applied to the court costs and not refunded.

ATTORNEY FEES. Each party shall pay their own attorney fees incurred in connection with this proceeding.

FULL KNOWLEDGE. The parties hereto agree and acknowledge that this agreement is entered into by each of them with full knowledge on the part of each of them to the extent and probable value of all property and estate of the parties jointly and personally. Each of the parties hereby forever releases and surrenders all of his or her right, title and interest, marital and otherwise in and to all of the estate whether real, personal, tangible, or mixed now owned or hereinafter acquired of or by the other party except as he or she may be bound by the promises and covenants contained in this agreement.

FINAL DECREE. The parties agree this Marital Dissolution Agreement, subject to Court approval, shall be incorporated in and made a part of any Decree of Divorce which may be entered hereafter.

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

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

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

MODIFICATIONS. A modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed with the same formality as this agreement. Failure of either party to insist upon strict performance of any of the provisions of this agreement shall

not be construed as a waiver of any subsequent default of the same or similar nature.

NO HARASSMENT. Both parties agree not to molest, harass, interfere with, or impose any restraint upon the other, except as set out in this agreement.

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

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

WHEREFORE, the parties have hereunto sign this agreement on the date and year first above written.

Tamarah Suggs Daniel
WIFE

Richard Claudius Daniel
HUSBAND

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me the undersigned notary public in and for said County and State the within named Tamarah Daniel who acknowledged that she executed the above marital dissolution agreement for the purposes therein contained.

WITNESS my hand, at office, on this 19th day of September 2001

Wanda L Patten
NOTARY PUBLIC

My commission expires: Nov. 29, 2003

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me the undersigned notary public in and for said County and State the within named Richard Daniel and who acknowledged that he executed the above marital dissolution agreement for the purposes therein contained.

WITNESS, my hand, at office, on this 19th day of Sept 2001.

Wanda L. Patten
NOTARY PUBLIC

My commission expires: Nov. 29, 2001

FILED

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2001 NOV -6 PM 4:06

RICHARD R. ROOKER, CLERK

D.C.

Tamarah Suggs Daniel	)	
Plaintiff,	)	**Case No. 01D-1382**
vs.	)	
	)	PARENTING PLAN
Richard Claudius Daniel	)	[ ] Proposed (**PPP**)
	)	[ ] Temporary (**TPP**)
Defendant.	)	[x] Final Order (**PP**)

This parenting plan is:

[x] the final parenting plan to be signed by the court pursuant to a decree of dissolution to be entered on _____.

[ ] the final parenting plan to be signed by the court pursuant to a decree of dissolution to be entered on _____ which modifies a previous parenting plan or custody decree.

[ ] a temporary parenting plan to be signed by the court.

[ ] proposed by _____.

[ ] other: _____.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

I. GENERAL INFORMATION

This parenting plan applies to the following children:

Name	Birthdate
Stephen Ramone Daniel	February 14, 1994
Kristin Nicole Daniel	May 3, 1995

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] mother [ ] father, except for the following days and times when the children will reside with or be with the other parent:

From: Friday at 6:00 p.m to Sunday at 6:00 p.m.

[ ] 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 [X] first grade [ ]other: _____

2.3 SCHEDULE FOR WINTER VACATION (IF APPLICABLE).

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

December 26th through December 31st at 6:00 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:

Every even year with the father.

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.

[x] Other: Children will reside with the Father for two weeks, to be determined by the parties

2.6 VACATION WITH PARENTS.

[x] Does not apply.

[ ] The schedule for vacation with parents is as follows: _____

_____

_____

2.7 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	_____even _____	_____odd_____
Martin Luther King Day	_____odd_____	_____even _____
Presidents' Day	_____even_____	_____odd_____
Memorial Day	_____odd_____	_____even_____
July 4th	_____even_____	_____odd_____
Labor Day	_____odd _____	_____even_____
Veterans' Day	_____even_____	_____odd_____
Thanksgiving Day	_____odd_____	_____even_____
Christmas Eve	_____even_____	_____odd_____
Christmas Day	_____odd_____	_____even_____
_____	_____	_____
_____	_____	_____

[x] For purposes of this parenting plan, a holiday shall begin and end as follows (set forth times):
to be determined by the parties.

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

[ ] Other: _____

2.8 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 _____
_____	_____	_____
_____	_____	_____

[ ] Other: _____

2.9 PRIORITIES UNDER THE RESIDENTIAL SCHEDULE.

[ ] Does not apply.

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

[x] Parents' vacations have priority over holidays. Holidays have priority over other special occasions. Special occasions have priority over school vacations.

[ ] Other: _____

2.10 RESTRICTIONS.

[x] Does not apply because there are no limiting factors in Section VI.

[ ] The [ ] father's [ ] mother's residential time with the children shall be limited because there are limiting factors in Section VI. The following restrictions shall apply when the children spend time with this parent:

_____

_____

[ ] There are limiting factors in Section VI, but there are no restrictions on the [ ] father's [ ] mother's residential time with the children for the following reasons: _____

_____

2.11 TRANSPORTATION ARRANGEMENTS.

Transportation arrangements for the child(ren), other than costs, between parents shall be as follows: _____

_____

_____

2.12 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 puposes 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.

2.13 OTHER: _____

_____

_____

III. DECISION MAKING

3.1 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.

3.2 MAJOR DECISIONS.

Major decisions regarding each child shall be made as follows:

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

3.3 RESTRICTIONS IN DECISION MAKING.

[x] Does not apply because there are no limiting factors in Section VI below.

[ ] 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 (See Section VI).

[ ] 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:

(a) The existence of a limitation under TCA 36-6-412;

(b) The history of participation of each parent in decision making in each of the areas in TCA 36-6-106;

(c) Whether the parents have demonstrated ability and desire to cooperate with one another in decision making in each of the areas in TCA 36-6-106; and

(d) The parents' geographic proximity to one another, to the extent that it affects their ability to make timely mutual decisions.

[ ] There are limiting factors in Section VI, but there are no restrictions on mutual decision making for the following reasons: _____

_____

_____

IV. DISPUTE RESOLUTION

4.1 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 _____.

4.2 COSTS.

[ ] 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.

4.3 NOTIFICATION.

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

4.4 PROCESS.

[x] 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 Circuit Court or Chancery Court.

[ ] No dispute resolution process, except court action, shall be ordered, because [ ] a limiting factor under TCA 36-6-412 applies or [ ] one parent is unable to afford the cost of the proposed dispute resolution process.

V. CHILD SUPPORT

5.1 FINANCIAL SUPPORT.

[x] The [ ] mother [x] father will pay child support, in accordance with the Tennessee Child Support Guidelines, in the amount of $100.00 per week.

This support shall be paid __x__ Directly to the other parent ____to the Clerk of Circuit Court, 506 Metro Courthouse, Nashville, TN 37201

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

IF PAYMENT IS MORE THAN FIVE (5) DAYS LATE, AN IMMEDIATE WAGE ASSIGNMENT WILL BE ENTERED.

[ ] Other provisions for financial support: _____

_____

_____

[ ] 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.

5.2 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: _____

_____

5.3 HEALTH INSURANCE.

[ ] The [x] mother [x] father will maintain medical/hospital insurance on the minor child(ren) and he/she shall provide proof of continuing coverage upon demand, but in any event annually.

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

[ ] borne by the _____.

[x] divided equally by the parties.

5.4 LIFE INSURANCE.

[x] The [x] mother [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(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).

[ ] Other provisions regarding life insurance: _____

_____

5.5 DENTAL/ORTHODONTIC CARE

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

[ ] Other provisions for dental/orthodontic care: _____

_____

VI. BASIS FOR RESTRICTIONS

6.1 PARENTAL CONDUCT (TCA 36-6-412).

[x] Does not apply.

[ ] The [ ] father's [ ] mother's residential time with the children shall be limited or

restrained completely, and mutual decision-making and designation of a dispute resolution process other than court action shall not be required, because [ ] this parent [ ] a person residing with this parent has engaged in the conduct which follows.

[ ] Willful abandonment that continues for an extended period of time or substantial refusal to perform parenting functions (this applies only to parents, not to a person who resides with a parent).

[ ] Physical, sexual or a pattern of emotional abuse of a child.

[ ] A history of acts of domestic abuse as defined in TCA 36-3-601(1) or an assault or sexual assault which causes grievous bodily harm or the fear of such harm.

6.2 OTHER FACTORS (TCA 36-6-412(c)).

[x] Does not apply.

[ ] The [ ] mother's [ ] father's involvement or conduct may have an adverse effect on the child's best interests because of the existence of the factors which follow.

[ ] Neglect or substantial nonperformance of parenting responsibilities.

[ ] A long-term emotional or physical impairment which interferes with the performance of parenting responsibilities as defined in TCA 36-6-402(2).

[ ] 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.

[ ] Other:

_____

VII. STANDARD PARENTING ORDERS

Pursuant to *Tennessee Code Annotated* §36-6-410(b)(6), 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.

VIII. OTHER PROVISIONS

[x] There are no other provisions.

[ ] There are the following other provisions: _____

_____

_____

_____

IX. 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

Richard C. Daniel
Father

_____
Date and Place of Signature

X. ORDER BY THE COURT

It is ordered, adjudged and decreed that the parenting plan set forth above is adopted and approved as an order of this court.

WARNING: Violation of residential provisions of this order with actual knowledge of its terms is punishable by contempt of court and may be a criminal offense under TCA 39-13-306. Violation of this order may subject a violator to arrest.

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

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

Dated: 11-29-01

Judge

Presented by:

Signature

Tamarah Suggs Daniel
Print or Type Name

Signature

Richard C. Daniel
Print or Type Name

4. That the Statistical Information Sheet, filed as part of the Complaint, is hereby revised and amended under "r", to reflect that the parties were separated on May 1, 2001.

5. That the Final Parenting Plan entered into between the parties is approved and ratified by the Court, it's provisions being incorporated herein, and attached hereto as if stated verbatim in this decree at this point.

6. That any outstanding costs of this cause, after consideration of the filing fees previously paid to the Clerk, are assessed against the Husband, Richard C. Daniel, for which let execution issue, if necessary, without further process.

ENTERED, this 29th **day of** November **2001.**

MURIEL ROBINSON, JUDGE

FOR ENTRY:
CAIN & HOLIDAY

By: Leroy Cain, Jr.
Leroy Cain, Jr.
TSCRN: 6510
208 Third Avenue, North
Fifth Floor
Nashville, Tennessee 37201
(615) 244-4850
Attorneys for Plaintiff/Husband

CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing **Final Decree** has been forwarded to Richard Claudius Daniel, defendant/husband, by U.S. Mail postage prepaid, at 3217 Cynthia Lane Nashville, Tennessee 37203, this 29th day of November 2001.

Leroy Cain, Jr.
Leroy Cain, 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 FOURTH Circuit Court for Davidson County, Tennessee, on the 29 day of NOVEMBER , 2001 , in the Case Number 01D1382 between DANIEL, TAMARAH Plaintiff, and DANIEL, RICHARD Defendant, as same remains of record in Vol. 2786 , Page 511539 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 18 day of FEBRUARY in the year two thousand four and in the 227th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

