Davidson County DEEDDIV
Recvd: 05/28/04 15:10 14pgs
Fees:72.00 Taxes:0.00
20040528-0063384

PICK-UP

FILED
2002 OCT -8 PM 2:08
RICHARD R. ROOKER, CLERK
B. Rawls D.C.

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

FREDERIC MARTIN UMANS,

Plaintiff/Counter-Defendant/Husband,

vs.

DEBORAH LYNNE UMANS,

Defendant/Counter-Plaintiff/Wife.

Docket No. 01D-1673

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 7th day of August, 2002, before the Honorable Carol Soloman, Judge of the Eighth Circuit Court, sitting by Interchange, upon the Complaint for Absolute Divorce heretofore filed by Husband, Frederic Martin Umans, and the Counter-Complaint for Absolute Divorce heretofore filed by Wife, Deborah Lynne Umans. It appearing to the Court that the parties have submitted a Permanent Parenting Plan, and upon the testimony of the parties and the entire record, the Court finds that Wife should be awarded a divorce on the grounds of inappropriate marital conduct of Husband, that the Permanent Parenting Plan of the parties should be amended in part, and that the marital property of the parties should be divided.

It is, therefore, ORDERED, ADJUDGED, AND DECREED that Wife, Deborah Lynne Umans, shall be and hereby is awarded an absolute divorce from Husband, Frederic Martin Umans, based upon the inappropriate marital conduct of Husband pursuant to Tennessee Code Annotated 36-4-101(11), and she shall be restored to all the rights and privileges of an unmarried person.

With regard to the division of the marital assets, the Court ORDERS as follows:

Husband shall be awarded the folding leaf table.

Within thirty (30) days, Husband shall, at his expense, make copies of all of the family photos that he has

taken from the marital residence and return the original photos to Wife.

Husband shall be allowed to retrieve the box of possessions from the home office and any other of his personal possessions which remain in the home.

Husband shall be awarded the American Express stock.

Husband shall be awarded the 1992 Toyota Camry, free of claims of Wife.

Wife has previously refinanced the mortgages on the marital residence, including the second mortgage representing a consolidation loan to liquidate previous debts of the parties. The refinanced residential loan is solely in Wife's name. Wife shall have all right, title, and interest in and to said property, free of claims of Husband, and shall be responsible for payment of any expenses associated with the property, and shall hold Husband harmless thereon. Equity in the property at the time of the hearing is approximately $85,000.00.

Wife shall be awarded the $1,000.00 savings bond that is in the safety deposit box.

Wife shall be awarded $14,962.79 from Husband's 401(k) plan.

Wife shall be awarded the H & R Block stock account, which includes the Gaylord Entertainment and Viacom stocks.

Wife shall be awarded the remainder of the furniture and personal items at the residence.

It is further ORDERED that Husband shall be solely responsible for payment of the marital debts, namely, balance of the lease on the 1999 Toyota Van, Sears credit card, Discover credit card, AT&T credit card, Union Planters Bank, AOL Visa credit card, Comp USA, QVC, Sam's Club, American General, and Electronic Express, and shall hold

Wife harmless and indemnify her thereon, these payments being in the nature of spousal support and, thus, will be nondischargeable in federal bankruptcy court.

It is further ORDERED that the Permanent Parenting Plan shall be amended to reflect that, beginning September 1, 2002, Husband shall pay directly to Wife, as support and maintenance for the minor child of the parties, the sum of $993.60 per month. This amount is a deviation from the guideline amount of 864.00 per month, based upon proof of Husband's income, because of Husband's failure to exercise visitation as contemplated by the guidelines. This support obligation shall be due on the 1st day of each month and shall continue in a like sum each and every month thereafter, until further Orders of the Court or until the child reaches the age of 18 years or graduates from high school, whichever occurs last.

It is further ORDERED that, beginning September 1, 2002, Husband shall pay to Wife, as alimony in futuro, the sum of $1,100.00 per month. This alimony obligation shall be due on the 1st day of each month and shall continue in a like sum each and every month thereafter, until Wife dies or remarries.

It is further ORDERED that the parties will file a joint Federal Income Tax Return for the tax year 2001 and that Husband shall be solely responsible for payment of any deficiency which is due for that tax year and shall hold Wife harmless and indemnify her thereon. Wife will execute any documents necessary to file this return.

It is further ORDERED that Wife is awarded a judgment against Husband in the amount of $2,500.00, said sum representing reimbursement of Wife's reasonable attorney fees incurred in this matter. Husband shall pay this judgment at the rate of $150.00 per month, to Wife, with the first payment being due on September 1, 2002, and shall continue in a like sum on

the first day of each month thereafter until the balance is paid in full, these payments being spousal support and, thus, nondischargeable in federal bankruptcy court. Further, should Husband fail to pay as ordered, the entire balance shall become due. It is further ORDERED that Wife shall then be responsible for paying the attorney fees to her counsel.

It is further ORDERED that Husband shall be solely responsible for payment of the court costs incurred in this matter, for which execution may issue, if necessary.

The current addresses of the parties are:

Deborah L. Umans
1636 Glenridge Drive
Nashville, TN 37221

Frederic M. Umans
2202 Hillmeade Drive
Nashville, TN 37221

ENTERED this 8th day of ~~September~~ October, 2002.

Carol Soloman

CAROL SOLOMAN, JUDGE
Eighth Circuit Court
By Interchange

APPROVED FOR ENTRY:

Patricia Mayes

PATRICIA MAYES (9571)
Attorney for Wife
Post Office Box 60302
Nashville, TN 37206
(615) 870-3245

John David Moore /w/perm P.M.

JOHN DAVID MOORE 19143
Attorney for Husband
Suite 103
214 Second Avenue, North
Nashville, Tn 37201
(615) 256-2602

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree of Divorce has been mailed to John David Moore, Attorney for Husband, Suite 103, 214 Second Avenue, North, Nashville, TN 37201 this 12th day of September, 2002.

Patricia Mayes

PATRICIA MAYES

FILED

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

2002 FEB 14 PM 3:45

RICHARD R. ROOKER, CLERK

FREDERIC MARTIN UMANS, Plaintiff,	)	**Case No. 01D-1673**
	)	PARENTING PLAN
	)	[] Proposed ~~(PPP)~~
vs.	)	[] Temporary (**PPT**)
	)	[X] Final Order (**PP**)
DEBORAH LYNNE UMANS, Defendant.	)	

PARENTING PLAN

This Parenting Plan is :

[X] 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.

[] proposed by

I. GENERAL INFORMATION

This parenting plan applies to the following children:

Name	Birthdate
Robyn Anne Umans	01-29-1987

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.

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:

DU ~~* The Father will receive reasonable and liberal visitation with his daughter.~~
JMV * Every other weekend from Friday at 6:00 to Sunday at 6:00 p.m.

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:

The Father will receive reasonable and liberal visitation with his daughter during Christmas break.

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:

The Father will receive reasonable and liberal visitation with his daughter during Spring break.

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 _____
[] Two weeks during summer.
[] Other: Four weeks throughout year with a four week notice

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	----------	----------
Martin Luther King Day	----------	----------
Presidents' Day	----------	----------
Easter	----------	----------
Passover	----------	----------
Memorial Day	----------	----------
July 4th	----------	----------
Labor Day	----------	----------
Veterans' Day	----------	----------
Thanksgiving Day	----------	----------
Christmas Eve	----------	----------

Christmas Day	----------	----------
Hanukkah	----------	----------

[] 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: **The Father will receive reasonable and liberal visitation on the above listed holidays.**

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.

[ ] Does not apply.

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

Holidays, Birthdays, Summer Visitation

2.9 RESTRICTIONS.

DH [XX] 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:

[X] father's [ ] mother's residential time with the children.

DH No overnight guests of the opposite sex to Whom Father is not related or not married, When child is present, in an inappropriate circumstance.

[ ] borne by the _____
[X] divided equally by the parties
[X] 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.

[X] The [ ] 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:

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:

3.6. VERIFIED STATEMENT OF INCOME

The Mother is earning $22,000 per year.

The Father is earning $66,000 per year.

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

2.10 TRANSPORTATION ARRANGEMENTS.

Transportation arrangements for the child(ren), other than costs, between parents shall be as follows: **Father will provide the transportation to and from visitation.**

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 $826.00 per month beginning immediately. Child support shall be paid directly to the other parent ~~every two weeks~~. Semi-monthly. and upward deviation to $993.60 is appropriate for total lack of visitation by father. 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:
Same as prior Orders.

[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 [] mother [X] 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 shall provide proof of continuing coverage by February 15th of each year.

[] Other provisions regarding health insurance:
[ ] Uncovered medicals, including deductibles, if any, will be

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 [X] certified mail [ ] other:

_____

In the dispute resolution process:

(a) Preference shall be given to carrying out this Parenting Plan.

(b) Unless an emergency exists, the parents shall use the designated process to resolve disputes relating to implementation of the plan, except those related to financial support.

(c) A written record shall be prepared of any agreement reached in counseling or mediation and of each arbitration award and shall be provided to each party.

(d) If the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court shall award attorneys' fees and financial sanctions to the other parent.

(e) The parties have the right of review from the dispute resolution process to the court.

[ ] No dispute resolution process, except court action, shall be ordered, because [ ] a limiting factor under 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

[X] There are no other provisions.

[ ] There are the following other provisions:

_____

_____

_____

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.

Deborah Umans
Mother

12/18/01 Madison TN
Date and Place of Signature

Father

2/13/02 NASHVILLE TN
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: 10/8/02

Carol S. Soloman

Judge Carol Soloman
By Interchange

Presented by:

Deborah Umans / Mother
Signature

Print or Type Name

Father
Signature

Print or Type Name

Mediation Services provided by:

(Name) _____

(Address) _____

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 Frederic Martin Umans

Patricia Mayes

Patricia K. Mayes, No. 009571
227 Second Avenue North
Suite 103
Nashville, Tennessee 37201
(615) 256-0550

Attorney for Deborah Lynne Umans

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 08 day of OCTOBER , 2002 , in the Case Number 01D1673 between UMANS, FREDERIC MARTIN Plaintiff, and UMANS, DEBORAH LYNNE Defendant, as same remains of record in Vol. 4932 , Page 910371 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 25 day of MAY in the year two thousand four and in the 227th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

SEAL

