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2004 SEP 22 AM 7:57
RICHARD R. ROOKER, CLERK
B. Rawls D.C.

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

JO ANNE MALONEY, Plaintiff/Wife,	]	
vs.	]	**DOCKET NO. 03D-2123**
ROBERT PAUL MALONEY, Defendant/Husband.	]	**Notice of Entry Requested**

FINAL DECREE OF DIVORCE

This cause came to be heard on the 21st day of September, 2004, before the Honorable Carol Soloman, Judge of the Eighth Circuit Court of Davidson County, Tennessee, upon the Complaint for Divorce filed on September 5, 2003, the parties' Marital Dissolution Agreement and Parenting Plan, and the entire record herein, from all of which the Court finds that the allegations in the Complaint are sustained by the proof, that is, that the parties have irreconcilable differences. The Court further affirmatively finds that the Marital Dissolution Agreement makes adequate and sufficient provision for the equitable settlement of any and all property rights between the parties. The Court further affirmatively finds that the Parenting Plan makes adequate and sufficient provision for the needs of the minor child.

IT IS THEREFORE ORDERED AND ADJUDGED that the Plaintiff, Jo Anne Maloney, is awarded an absolute divorce from the Defendant, Robert Paul Maloney, and the parties are restored to all of the rights and privileges of unmarried persons.

The Marital Dissolution Agreement and Parenting Plan executed by the parties is approved and made the Judgment of the Court and is incorporated herein as follows:

Davidson County DEEDDIV
Recvd: 12/28/04 15:46 23pgs
Fees:117.00 Taxes:0.00
20041228-0153299

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RICHARD R. ROOKER, CLERK
D.C.

IN THE ~~SECOND~~ CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

JO ANNE MALONEY,
Plaintiff/Wife,

vs.

ROBERT PAUL MALONEY,
Defendant/Husband.

DOCKET NO. 03D-2123

MARITAL DISSOLUTION AGREEMENT

WHEREAS, Jo Anne Maloney, hereinafter referred to as the "Wife", and Robert Paul Maloney, hereinafter referred to as the "Husband", have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and,

WHEREAS, the parties are presently living separate and apart; and,

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement providing for custody of the parties' minor child, and the division of their property and debts, and to tender this Agreement to the Court for approval in the event that a Final Decree of Divorce is granted in this cause; and,

WHEREAS, the parties acknowledge that there is currently pending a Complaint for Absolute Divorce filed by the Wife in the Eighth Court for Davidson County, Tennessee, and docketed at number 03D-2123, to which reference is specifically made; and,

WHEREAS, there is one (1) minor child born of this marriage, namely, to wit, Scott Steven Maloney (d.o.b. 3/1/94; and,

WHEREAS, the parties own some real property located in Davidson County and Smith County, Tennessee, but no other, and some items of personal property;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I. NO INTERFERENCE.

It is agreed by and between the parties, that each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. It is further agreed that neither party shall molest nor threaten nor harass the other, nor compel nor endeavor to compel the other to cohabit or dwell with him or her.

II. DIVORCE.

It is agreed by and between the parties that the Wife shall proceed to obtain an absolute divorce upon the grounds of irreconcilable differences.

III. PERSONAL PROPERTY.

It is agreed by and between the parties that the Wife shall have as her sole property the 1998 Chevrolet Blazer which she drives as her vehicle, and which is titled in Wife's name. The Wife agrees to indemnify and hold the Husband harmless for any liability on the debt encumbering the aforesaid vehicle.

It is further agreed by and between the parties that the Husband shall have as his sole property the 1996 Ford Truck which he drives as his vehicle and which is titled in Husband's name. It is further agreed that the Husband shall be solely responsible for any debts and encumbrances thereon, and that he shall indemnify and hold the Wife harmless thereon.

It is further agreed that the Husband shall have as his sole property all of his personal belongings including specifically his clothes, jewelry, etc.

It is further agreed that the Wife shall own as her sole property all of her personal items as

well as all household effects remaining in the marital residence.

The parties acknowledge that they have already divided between themselves all other items of tangible personal property. It is agreed by and between the parties that each party shall own as their sole property all items of personal property now in their possession. Any interest of one party in the personal property in the possession of the other party is hereby divested from the one and reinvested in the other so that they shall each own that property in their possession as their sole property, free and clear of any claim of the other.

Bank Accounts. It is agreed that each party shall own as their sole property any and all bank accounts, being checking, savings or otherwise, that they have in their sole names. It is agreed by and between the parties that each party shall relinquish any claim that they may have in any funds in the bank account in the name of the other. The parties acknowledge that they have no joint bank accounts.

IV. REAL PROPERTY.

It is agreed by and between the parties that the Husband shall relinquish any interest that he might have in the real property owned by the parties located at 2711 Bobby Avenue, Nashville, Davidson County, Tennessee, and more particularly described below, so that the Wife shall own this property free and clear of any interest or claim of the Husband, and any interest of the Husband shall be divested from him and reinvested in the Wife. The property is more particularly described as follows:

> Being Lot No. 21 on the Map of Happy Valley Subdivision, Section "B", not of record, and described as follows:
>
> BEGINNING at a point in the north margin of Bobby Avenue at the corner of Lots Nos. 20 and 21; thence with the line between Lots 2 and 21, easterly 75 feet to the corner of Lots 3 and 22; thence with the

line between Lots 22 and 21; southerly 140 feet to the north margin of Bobby Avenue; thence with the margin of same, westerly 75 feet to the beginning.

BEING the same property conveyed to Roy L. Manning, and wife, Rachel B. Manning, by deed from Harvey H. Lafollette, and wife, Ruth Bertram Lafollette, of record in Book 1910, Page 211, Register's Office for Sumner County, Tennessee. The said Roy L. Manning, and wife, Rachel B. Manning, having quitclaimed said property to Roy L. Manning, and wife, Rachel B. Manning, Trustees U/A/D January 4, 1996, which deed is of record in Book 9912, Page 237, Register's Office for Davidson County, Tennessee.

It is further agreed by and between the parties that the Wife shall be solely responsible for the encumbrance on the aforesaid real property and that she shall indemnify and hold the Husband harmless thereon. The Wife agrees to refinance said property in her sole name within ninety (90) days of the execution of the Final Decree of Divorce.

It is agreed by and between the parties that the Wife shall relinquish any interest that she might have in the real property owned by the parties located at Ward Hollow Road, Smith County, Tennessee, and more particularly described below, so that the Husband shall own this property free and clear of any interest or claim of the Wife, and any interest of the Wife shall be divested from her and reinvested in the Husband. The property is more particularly described as follows:

BEGINNING at a point on the North side of Ward Hollow Road at Tract #3 (Carver Line); thence with Tract #3 N 00-11-06 W 1309.27 feet to an iron rod; thence N 85-02-42 W 696.36 feet to an iron rod at Beckwith line; thence with Beckwith N 05-09-41 E 101.78 feet to a 12" cedar at King line; thence N 27-32-09 E 43.53 feet to a 14" cedar at King line; thence with King line N 82-56-38 E 184.54 feet to a 24" oak; thence N 56-48-00 E 145.82 feet to a 6" hackberry; thence N 57-39-58 E 151.51 feet to an 8" cedar; thence N 56-40-38 E 210.37 feet to a 16" hickory; thence N 59-19-54 E 116.47 feet to a 14" ash; thence N 59-19-54 E 18.29 feet to an iron rod at Bennett line; thence with Bennett line S 85-26-24 E 235.49 feet to a wood fence post; thence S 87-16-31 E 274.04 feet to a corner rock fence at Caldwell line; thence with Caldwell S 07-33-24 E 372.59 feet to the end of

rock fence; thence S 05-34-18 E 71.67 feet to a twin oak; thence S 11-54-26 E 55.10 feet to a 10" elm; thence S 04-24-53 E 100.76 feet to an iron rod at Tract #6 (Bowman line); thence with Tract #6 S 14-59-35 W 1436.89 feet to an iron rod on the North side of Ward Hollow Road; thence with said road along a curve proceeding counter-clockwise having a delta of 10-41-24; a radius of 665.40; an arc length of 124.15 and a chord bearing and distance of N 57-01-26 W 123.97 feet to an iron rod; thence continuing with said road along a curve proceeding counter-clockwise, having a delta of 06-49-45, a radius of 665.40, an arc length of 79.31, and a chord bearing and distance of N 65-47-00 W 79.26 feet to an iron rod; thence N 69-11-53 W 44.84 feet to an iron rod; thence N 69-11-53 W 29.35 feet to an iron rod; said rod being at a point of curvature of a curve proceeding counter-clockwise having a delta of 02-01-23, a radius of 681.74, an arc length of 24.07, and a chord bearing and distance of N 70-02-04 W 24.07 feet to the point of BEGINNING; containing 27.29 acres, more or less, and being Tracts #4, 5, and 7 as shown on survey by David Johnson, Surveyor, dated October 16, 1997.

AND BEING the same property conveyed to ROBERT PAUL MALONEY and wife, JO ANNA MALONEY, by deed from Ann Kneisel, dated November 17, 1998 or record in Deed Book 151, Page 716, Register's Office, Smith County, Tennessee.

THERE IS A 25 FOOT WIDE INGRESS/EGRESS EASEMENT ACROSS TRACT #3 FROM WARD HOLLOW ROAD LEADING TO TRACT #5.

It is further agreed by and between the parties that the Husband shall be solely responsible for any encumbrance on the aforesaid real property and that he shall indemnify and hold the Wife harmless thereon. The Husband agrees to refinance said property into his sole name within ninety (90) days of the entry of the Final Decree of Divorce.

V. RETIREMENT PLANS.

The parties acknowledge that they have each acquired an interest in a retirement/pension/profit sharing plan as a result of their employment. It is agreed by and between the parties that each party shall relinquish any claim or interest that they might have in the

retirement/pension/profit sharing plan of the other. It is agreed by and between the parties that the interest of one party in the retirement/pension/profit sharing plan of the other party shall be divested from him or her and reinvested in the other, so that each party shall own their retirement/pension/profit sharing plans as their sole property, free and clear of any interest or claim of the other.

VI. MARITAL DEBTS.

It is agreed by and between the parties that each party shall be solely responsible for any debts that they have acquired in their respective names and not set forth specifically herein, and that they shall each indemnify and hold the other harmless thereon.

VII. ALIMONY.

It is agreed by and between the parties that neither party shall make any claim for alimony against the other, either now or in the future.

VIII. NO FURTHER ENCUMBRANCES.

It is agreed by and between the parties that neither party shall further encumber the credit of the other from and after the date of signing this Marital Dissolution Agreement.

IX. ATTORNEY FEES.

It is agreed by and between the parties that the parties shall each pay their own attorney fees for representation in this matter.

X. COURT COSTS.

It is agreed by and between the parties that the court costs in this action shall be taxed equally to the parties.

XI. PERMANENT INJUNCTION.

It is agreed by and between the parties that both parties should be permanently restrained and enjoined from coming about the other for the purpose of harming, harassing, threatening, or intimidating the other.

XII. FURTHER NECESSARY ACTS.

It is agreed by and between the parties that both parties will sign any and all deeds, titles, documents or other instruments necessary to carry out the purposes and intents of this Agreement.

XIII. ESTATE WAIVER.

It is agreed by and between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto, and shall constitute a discharge from all claims arising out of their marital relationship, except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the others property, including without limitation, dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other inheritance, descent or distribution, or right to act as administrator or executor/ix of the others estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

XIV. ENTIRE AGREEMENT.

It is agreed by and between the parties that this Agreement contains the entire understanding of the parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein and that all prior and oral agreements are hereby merged with this Agreement. It is further agreed by and between the parties that this Marital Dissolution Agreement

may not be amended except in writing by the consent of both parties.

XV. ENFORCEMENT.

It is agreed by and between the parties that in the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, and if successful, he or she shall also be entitled to a judgment for reasonable expenses including attorney fees incurred in prosecuting the action.

XVI. NO OTHER ASSETS.

The parties acknowledge that there are no other assets owned by them, either jointly or individually, and that they have no interest in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made a full disclosure to each other of all assets in which they have an interest.

XVII. NO UNDUE INFLUENCE.

It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

XVIII. SEVERABILITY.

In the event that any provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable.

XIX. AFTER-ACQUIRED PROPERTY.

The parties acknowledge that between the date of execution of this Agreement and entry of

a Final Decree of Divorce, the parties may acquire additional property, either real, personal, or mixed. The parties agree that each shall own such after-acquired property as his or her sole property, free and clear of any interest or claim of the other.

XX. ACCEPTANCE BY THE PARTIES.

With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a nondischargeable debt under 11 USC section 523(5) of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the Marital Dissolution Agreement.

XXI. TAX EXEMPT STATUS.

This Agreement is a transfer of appreciated property between spouses in connection with a divorce, and is not a sale or exchange or other disposition, but represents a division of property by co-owners.

XXII. NO TAX ADVICE.

Both parties acknowledge that neither of them are relying upon any tax advice from their respective attorneys and that said attorneys have expressed no expertise regarding the tax ramifications or tax consequences arising out of this Agreement. Each of the parties have been advised by their attorneys to seek tax counselling regarding the consequences of this Agreement from their own accountant or tax attorney and each of the parties acknowledge that they have had an opportunity to do so.

WITNESS OUR HANDS, this 28 day of July, 2004 as to the Wife, and this 15 day of July, 2004 as to the Husband.

Jo Anne Maloney
JO ANNE MALONEY

Robert Paul Maloney
ROBERT PAUL MALONEY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, JO ANNE MALONEY, with whom I am personally acquainted, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 28 day of July, 2004.

My Commission expires: Sept. 22, 2007

NOTARY PUBLIC

MAGAN E. HUMPHRIES NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN. My Commission Expires SEPT. 22, 2007

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, ROBERT PAUL MALONEY, with whom I am personally acquainted, and who upon oath executed the foregoing instrument for the purposes contained therein.

TYLER MATHEWS NOTARY PUBLIC AT LARGE SUMNER COUNTY, TENN.

WITNESS my hand and seal this 15th day of July, 2004.

My Commission expires: My Commission Expires JULY 22, 2007

NOTARY PUBLIC

Carol Sloman Judge
9/21/04

8th

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2004 JUL 29 PM 4:25
RICHARD R. ROOKER, CLERK

FILED
2004 SEP 22 AM 7:57
RICHARD R. ROOKER, CLERK

IN THE ~~SECOND~~ CIRCUIT COURT OF DAVIDSON COUNTY TENNESSEE AT NASHVILLE

JO ANNE MALONEY,
Mother,

vs.

ROBERT PAUL MALONEY,
Father.

Case No. 03D-2123

B. Rawls

PARENTING PLAN ____ D.C.

____ D.C. [ ] **Proposed (PPP)**

[x] Final Order (PP)

PERMANENT PARENTING PLAN

I. GENERAL INFORMATION

This Parenting Plan applies to the following child:

Name	Birth date	Social Security Number
Scott Steven Maloney	3/1/94	[redacted]-5199

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 [If applicable]

[x] There are no children of preschool age.

2.2 School Schedule

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

From: Friday at 6:00 p.m. until 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:

2.3 Schedule for Winter/Christmas Vacation

The child shall reside with the mother during winter vacation, except for the following days and times when the child will reside with or be with the other parent: In even years the Father shall have the child beginning the day of school break until 6:00 P.M. Christmas Eve. In odd years the Father shall have the child from 6:00 P.M. Christmas Eve until New Year's Eve.

2.4 Schedule for Spring Vacation

The child shall reside with the [x] mother, [ ] father during spring vacation, except for the following days and times when the child will reside with or be with the other parent: Split or alternate as per agreement.

2.5 Summer Schedule

Upon completion of the school year, the child shall reside with the [x] mother, [ ] father, except for the following days and times when the child will reside with or be with the other parent: The Father shall have two (2) weeks each summer.

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
New Year's Day	Even	Odd
Easter	Odd	Even
Memorial Day	Even	Odd
Mother's Day	Every	
Father's Day		Every
July 4th	Odd	Even
Labor Day	Even	Odd
Thanksgiving Day	Odd	Even

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

2.7 Residential Restrictions.

[x] Does not apply

OR

2.8 Transportation Arrangements

Transportation arrangements for the child(ren), other than costs, between parents shall be as follows: The parent picking up the child shall do the driving.

2.9 Designation of Primary Residential Parent for State and Federal Statutes

The child 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 child solely for purposes of all other state and federal statutes which require a designation or determination of custody. If the parents are joint decision makers as listed in Section 3.3, for purposes of obtaining health insurance, they shall be considered joint custodians. **This designation shall not affect either parent's rights and responsibilities under this parenting plan.**

2.10 OTHER

The following special provisions apply to the schedules or residential considerations of the child: The Father has the option of picking the child up from school until the Mother is out of work if it does not interfere with the Father's work schedule. Father shall notify Mother forty-eight (48) hours prior to exercising this option. If the Father is unavailable, after school care is necessary for the child.

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 child.**

3.2 Child Nurture

Mother and Father will conduct themselves with respect to each other and the child so as to provide a loving, stable, consistent and nurturing relationship with the child even though they, themselves, are being divorced. To that end they will not speak derogatorily of each other or the members of the family of the other, will not cause the child to be drawn into any dispute regarding decisions affecting the child and will not attempt to curry favor with the child to the detriment of the other.

3.3 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
Extracurricular Activities	[ ] mother	[ ] father	[x] joint

3.4 Private School and College:

[x] Does not apply

3.5 Restrictions in Decision Making:

[x] Does not apply

IV. CHILD SUPPORT

4.1 Financial Support

The father will pay child support, in accordance with the Tennessee Child Support Guidelines, beginning July 1, 2004, in the amount of $520.00 per month.

[ ] This support shall be paid [x] Directly to the other parent at

2711 Bobby Avenue
Nashville, TN 37216

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

The parties affirmatively acknowledge 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 the Parenting Plan.

4.2 Tax Deduction

The mother will receive the tax deduction for the child.,

4.3 Exchange of Tax Returns

The parent(s) paying child support shall provide to the other party and the Department of Human Services or Maximus, by or before April 15 of every year. [OR August 15, if any extension is sought], a copy of their respective W-2 form or a copy of the first page of their tax return.

4.4 Health Insurance

[x] The [ ] mother [x] father will maintain medical/hospital insurance on the minor

child and he shall provide proof of continuing coverage upon demand, but in any event annually.

[x] Uncovered medicals, which include **deductibles, eyeglasses, contact lenses, routine annual physicals, and will be**
[x] be split evenly between the parties.

4.5 Life Insurance

The Father shall insure his own life in the minimum amount of $100,000, whole or term, which may not decrease in face amount during the minority of any child. The policy shall name the minor child as primary beneficiary of the coverage required by the Court. The choice of the secondary beneficiary(ies) is up to the policy owner(s).

The Mother shall insure 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 as primary beneficiary of the coverage required by the Court. The choice of the secondary beneficiary(ies) is up to the policy owner(s).

4.6 Dental/Orthodontic Care

The Father will maintain dental/orthodontics care on the minor child. Uncovered dental/orthodontic expenses will be split evenly between the parties.

V. OTHER PROVISIONS

There are the following other provisions: The parties acknowledge that the minor child is disabled and as such will require support beyond the age of eighteen (18) years.

VI Dispute Resolution

Unless a limiting factor listed in T.C.A. 36-6-406 [proposed legislation] or 36-6-411 or 412 in present legislation] precludes a dispute resolution process prior to court action, or an emergency court action is necessary to protect the welfare of the child or a party, the parties agree to the following dispute resolution method:

[x] Disputes between the parties, other than the child support disputes, shall be submitted to:

[x] Mediation by Court Mediator, or
[ ] Arbitration by _____.
[ ] Settlement Conference with Attorneys

The cost of this process shall be allocated between the parties as follows:
[ ] 50 % mother 50% father
[x] based on each party's proportional share of income from the child support guidelines.

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

In the dispute resolution process:

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

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

(C) If the Court finds that a parent willfully failed to appear at a scheduled dispute resolution process without good reason, the Court, upon Motion, may award attorney fees and financial sanctions to the prevailing parent.

VII. Standard Parenting Rights

Pursuant to Tennessee Code Annotated, 36-6-101(a) both parents are entitled to the following rights:

1. Unimpeded telephone conversations with the child at least twice each week at reasonable times and for a reasonable duration;

2. Sending mail to the child(ren) 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. SIGNATURE OF PARTY(IES) FOR PROPOSED PARENTING PLAN OR FOR BOTH SIGNATURES FOR FINAL PARENTING PLAN

[ ] I hereby make oath that this plan has been proposed in good faith and that it is in the best interests of the child [Only necessary for Proposed Plan}

Jo Anne Maloney
Jo Anne Maloney, Mother

7-28-04
Date and Place

Robert Paul Maloney
Robert Paul Maloney, Father

4/19/04
Date and Place

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: 9/21/04

Carol Soloman
Judge Carol Soloman

Approved for Entry:

Cynthia J. Bohn BPR# 16592
Attorney for Mother
545 Mainstream Drive, Suite 320
Nashville, TN 37228
(615) 252-8866

A. Michelle Poss, BPR #019547
Attorney for Father
110 Glancy Street, Suite202
Nashville, TN 37027
(615) 868-4447

IT IS FURTHER ORDERED AND ADJUDGED that the Parties shall both equally be assessed with the litigation tax and costs of this cause, for which execution may issue if necessary.

The current addresses of the parties are:

Jo Anne Maloney: 640 Pepperhill Road, Bellbuckle, TN 37020

Robert Paul Maloney: 2711 Bobby Avenue, Nashville, TN 37216

ENTER this 21st day of Sept, 2004.

Reserve all child support arrearages. CS

JUDGE CAROL SOLOMAN

APPROVED FOR ENTRY:

CYNTHIA J. BOHN, BPR #16592
Attorney for Plaintiff
545 Mainstream Drive, Suite 320
Nashville, TN 37228
(615) 252-8866

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing document has been sent to the following by (X) U. S. Mail, postage prepaid; ( ) hand delivery; ( ) facsimile transmission to _____, hard copy to follow via regular U. S. Mail:

A. Michelle Poss
Attorney at Law
211 Printers Alley Bldg.
Suite 502
Nashville, TN 37201

This the 21 day of Sept, 2004.

CYNTHIA J. BOHN

CERTIFICATE OF SERVICE

DOCKET NO. 03D-2123

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 22nd day of September, 2004.

RICHARD R. ROOKER, Circuit Court Clerk

By: B. Rawls
Deputy Clerk

Cynthia J. Bohn, Attorney
545 Mainstream Drive, Suite 320
Nashville, TN 37228

A. Michelle Poss, Attorney
211 Printers Alley Bldg.
Suite 502
Nashville, TN 37201

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 EIGHTH Circuit Court for Davidson County, Tennessee, on the 22 day of SEPTEMBER , 2004 , in the Case Number 03D2123 between MALONEY, JO ANNE Plaintiff, and MALONEY, ROBERT PAUL Defendant, as same remains of record in Vol. 5698 , Page 1647189 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 22 day of DECEMBER in the year two thousand four and in the 228th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

SEAL

