FILED

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

2003 OCT 21 PM 4:25

RICHARD R. ROOKER, CLERK

B. Rawls D.C.

MICHAEL M. COLE,
1044 Colo Trail
Antioch, Tennessee 37013

Plaintiff/Husband,

VS.

LASONDRA COLE,
6977 Dusty Trail Lane
Memphis. Tennessee 38133

Defendant/Wife.

DOCKET NO. 03-D-995

Notice of Entry Requested

Davidson County DEEDDIV
Recvd: 04/22/05 16:20 26 pg
Fees:132.00 Taxes:0.00

20050422-0045324

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 21st day of October 2003, before The Honorable Jack Norman Jr., Substitute ~~Muriel Robinson~~, Judge, Fourth Circuit Court of Davidson County, Tennessee, upon Complaint for Absolute Divorce, filed by Plaintiff/Husband, Michael M. Cole, on grounds of irreconcilable differences; the parties having signed a Marital Dissolution Agreement and Parenting Plan on the 5th day of September, 2003, and filed of record on 24 September 2003.

It appearing to the Court from the sworn testimony of the Plaintiff/Husband, 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, this bill for divorce, grounded in "Irreconcilable Differences," has been filed for the statutorily prescribed period of ninety (90) days, it being filed on 24 April ~~2002~~ 2003.

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

1. That Husband, Michael M. Cole, is granted an absolute divorce from Wife, LaSondra Cole, upon the ground of "Irreconcilable Differences", 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 and attached Parenting Plan incorporated therein entered into between the parties, are approved and ratified by the Court, the provisions/being incorporated within this decree as they are set forth in the twenty-one (21) pages are made the order of the Court and next preceding:

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

MICHAEL M. COLE	)	2003 SEP 24 PM 4:22
1044 Colo Trail	)	RICHARD R. ROOT, CLERK
Nashville, TN 37013	)	
SSN: [redacted]-7251	)	
PLAINTIFF	)	D.C. **DOCKET NO: 03D-995**
	)	
vs.	)	
	)	
LASONDRA COLE	)	
6977 Dusty Trial Lane	)	
Memphis, TN 38133	)	
SSN: [redacted]-8212	)	
DEFENDANT	)	

MARITAL DISSOLUTION AGREEMENT

THIS agreement is made and entered into by and between Michel M. Cole, who hereinafter may be referred to as "Husband," and Lasondra Cole, who hereinafter may be referred to as "Wife."

W I T N E S E T H

WHEREAS, the parties were married on the 16th day of August, 1997 in Shelby County, Tennessee and there has been 1 child, namely, Adrienne C. Cole born of this marriage on the 7th day of November, 1997.

WHEREAS, the parties have experienced marital difficulties with the result being Husband has filed divorce proceedings which are presently pending in the Fourth Circuit Court of Davidson County, Tennessee, Docket No: 03D-995 and both parties desire to minimize the area of controversy between them in the event the court should see fit to grant a divorce to either or both of them; and

WHEREAS, the parties desire to confirm their intent to live separately and to make arrangements in connection therewith. including custody and support of their minor children, the

support and maintenance of the parties, the settlement of their respective rights to all property accumulated during their marriage and all other rights and obligations growing out of the marital relationship; and

WHEREAS, both parties agree and stipulate that this agreement makes fair and equitable provisions for the distribution of the property of the parties and makes adequate and sufficient provisions for the care, custody, and support of the children the parties may have as a result of the marriage; and

WHEREAS, both parties have full knowledge of and have made full disclosure of all separate and marital assets; and

WHEREAS, both parties acknowledge that discovery has not been completed and, although aware of the potential problems resulting from this, waive further discovery; and

WHEREAS, neither party at the time of this agreement is under the influence of any intoxicant or drug, legal or illegal, nor is any party experiencing any mental problems or conditions that would affect their judgment.

WHEREAS, both parties are voluntarily executing this agreement free of undue influence, duress, and free from any cause, reason, promise, or consideration other than set out in this agreement; and

WHEREAS, both parties realize that had this matter gone to trial, they may have received more or less than they are individually receiving under this agreement; and

WHEREAS, although certain items may be the separate property of a party they may still be described, transferred or otherwise dealt within this agreement to resolve the actual ownership; and

THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration from each party to the other, the receipt and legal sufficiency of which are hereby acknowledged, Husband and Wife, intending to be legally bound, do agree as follows:

1. **CUSTODY OF CHILDREN AND VISITATION:** See Agreed Final Parenting Plan. The parties shall claim tax deduction on the parties' child in alternate years .

That is to say, Husband shall have tax deduction of the minor child in odd years, beginning with the year of 2003, and Wife shall have tax deduction of the minor child in even years, beginning with the year 2004. This arrangement shall continue until such time the parties are no longer eligible to claim tax deduction of said child.

2. **SUPPORT AND MAINTENANCE OF CHILDREN**: See Agreed Final Parenting Plan.

3. **DIVISION OF PERSONAL PROPERTY**: The parties have divided between themselves to their mutual satisfaction, the personal effects, household furnishings and all articles of tangible personal property, which have heretofore been purchased and used by them in common. All such property shall be the sole and exclusive property of the party now in possession or control thereof.

4. **DIVISION OF REAL PROPERTY**: Wife relinquishes to Husband all of her rights, title, and interest in and to the marital residence of the parties located at 1044 Cob Trail, Antioch, Tennessee, 37013. Ms. Cole will sign the deed of trust in an effort to allow Mr. Cole to proceed with refinancing the marital residence prior to the entry of the final decree of divorce. Ms. Cole will execute any other documents necessary to relinquish her rights, title, and interest in and to the marital residence.

5. **DEBTS**: The Husband will assume liability for the following debts holding the Wife harmless on the same: Chase Bank Account. Mr. Cole will be authorized to negotiate a settlement with Chase Bank and shall be require to pay the negotiated settlement amount in fill within ninety (90) days of the date of entry of the final decree of divorce.

Mr. Cole shall be solely responsible for the payment of Ms. Cole's car payment in the amount of $289.00 per month, to be paid until the final payment due on 4/15/2006. These payments shall be paid directly to Mrs. Cole by the last day of each month, and shall cease in the event Ms. Cole disposes of said car prior to said final payment date. These payments shall be called alimony, and will not be eliminated by the remarriage of Ms. Cole.

Mr. Cole will be solely responsible for his student loans, and any other debts he may have in his name.

Ms. Cole will be solely responsible for the payment of her Discover Card, and any existing

medical bills. Ms. Cole will be solely responsible for any other debts not hereto mentioned that she may have existing in her name.

6. PRIOR TAX LIABILITIES: The parties acknowledge they have executed and filed joint income tax returned for the calendar year 2001. Husband agrees that all contingent liabilities for said joint income tax return heretofore filed by the parties shall be borne by him, and that he shall indemnify and hold wife harmless from any claim, expense, or additional liability which may arise out of such join income tax returns. The parties further acknowledge that they have or will file a joint income tax return for the calendar year 2002, and that any refunds will be paid to the husband and any underpayments shall be chargeable to the Husband for which Husband agrees to indemnify and hold Wife harmless from any liability payment thereof.
The parties acknowledge that they are to receive a $800.00 tax advance and upon receipt of said advance they will divide equally and each party will receive $400.00

7: HEALTH, HOSPITALIZATION, and MAJOR MEDICAL INSURANCE: Ms. Cole will be responsible for providing and paying for her own medical insurance upon the entry of the final decree of divorce.

8: CAR INSURANCE: Each party will be responsible for providing and paying for insurance on their respective automobiles.

9: PENSION and BANK ACCOUNT: The wife relinquishes all of her right, title and interest in husband's 401(k) pension plan. Parties agree to divide equally the savings account maintained at Union Planters Bank said balance being approximately $5,000.00.

10: LIFE INSURANCE: Wife shall surrender all life insurance policies (1) on the life of the husband in which she is owner and beneficiary, and (2) on the life of Wife which she is owner and husband is beneficiary. Any cash value upon surrender shall be payable o Wife as the owner of said policies. Husband shall surrender all life insurance policies on his life in which he is the

owner and Wife is the beneficiary. All cash value upon such surrender shall be payable to Husband as owner of said policy. Notwithstanding the above, however, and in lieu of surrender of said policies, the parties as owners thereof may elect to maintain said policies in full force, which each party named as the beneficiary under the policies on the life of the other changes in favor of a newly named beneficiary or beneficiaries. The premiums and other costs on all such policies that are not surrendered and which remain in full force shall be borne by the owners thereof.

Waiver

Except for the terms and provisions of this Mutual Dissolution Agreement, both parties waive and repudiate all right, title, and interest, consummate and inchoate, in and to the property and estate of the other including but not limited to marital, insurance, contractual, dower, homestead exemption, alimony, appointment as executor, or otherwise, in present or in expectancy about any and all property and estate of the other. Both parties waive and repudiate any interest in any will or testamentary writing except for any will or testamentary writing executed after the date of this agreement or as set out in this Marital Dissolution Agreement. Each of the parties does hereby release and discharge the other from any and all control, claims, demands, actions, or causes of action, except for the obligations imposed by this instrument or by the Court's decree. Both parties accept this as the full, final, and complete settlement of the property, marital, and all other rights of the parties.

Both parties waive any separate and distinct claim to any retirement or pension benefit of the other party except as may be set out by this agreement herein, although they are aware of their rights regarding any such pensions or retirement benefits.

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 voluntarily, advisedly, and with full knowledge of the financial condition, nature, character, and value of both parties' separate and marital property, estate, and income. The law of the state of Tennessee shall govern this

agreement in all respects.

Interpretation

Both parties agree that the usual rule of construction that a document should be construed against the drafter of the document shall not be applied in interpreting this agreement. The headings in this agreement are for convenience only and are not to be used in interpreting this agreement. The singular shall include the plural and vice versa, when the context so requires. Any exhibits to this agreement are hereby incorporated by reference into and made a part of this agreement.

Nondischargeability

With respect to each party's responsibility for 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 non-dischargeable debt under the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties.

WIFE: Failure to receive said assets and benefit from said debt payments will gravely impact upon wife's standard of living and the support provisions would have been significantly higher but for wife's reliance on said provisions. Husband stipulates for any subsequent proceeding that said provisions are nondeductible, nondischargeable and support necessary for the maintenance of the parties' children. All payments will be presumed to have first gone to pay dischargeable obligations.

Husband: All payments will be presumed to have first gone to pay nondischargeable obligations.

Any party will have a right of setoff for any obligation for any violation of the other party.

Necessary Documents and Actions

Each party at the request of the other will execute and deliver all documents and take such actions and that may be reasonably necessary to give full effect to this agreement.

Noncompliance

Should either party incur any expense or legal fees in a successful effort to enforce any portion of this marital dissolution agreement, the Court SHALL award reasonable attorney's fees and suit expenses to the non-defaulting party. No breach, waiver, failure to seek strict compliance, 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 this agreement.

Severance

Should the 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.

Incorporation, Permanent and Pendente Lite

All such parts of this agreement as might be material, except those that might be lessened or destroyed, shall be incorporated in the Final Decree. Pending the entry of the Final Decree, the parties agree to the filing of this agreement and, by said filing, specifically consent to and authorize the entry of a Consent Order binding them to the terms of this agreement. By the signing of this agreement, the parties stipulate to these terms being enforceable as if they were, at the moment of signing, an Order of this Court.

Voluntary Execution

Each party acknowledges that this agreement has been entered into of his or her own volition with full knowledge and information including tax consequences. In some instances, it represents 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. Both parties have exercised their discovery rights to their complete satisfaction. Both parties have had such access to records, documents, accounts, things,

and experts as they desire. Both parties waive any claim to set this agreement aside based upon lack of knowledge or failure to disclose financial information.

Modification

A modification or waiver of any or all of the provisions of this agreement shall be effective only if made in writing and executed with the same formality as this agreement, and approved by the Court if such approval is required. 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.

Restraining Provisions

Neither party shall molest, harass, interfere with, or impose any restraint upon the other except as set out in this agreement.

Court Cost

Husband agrees to pay all Court costs in the divorce proceedings referred to on page 1 of this agreement.

Attorney Fees

Each party agrees to be solely responsible for his/her own attorney's fees.

Controlling Law

This Agreement shall be construed and governed in accordance with the laws of the State of Tennessee

Death

Should there be any obligation, child support, life insurance, or other outstanding upon the death of Husband, which obligation is not satisfied by life insurance or by will or trust, then it will be a claim against the estate of the deceased for monies or things due or to become due in the future under this Marital Dissolution agreement by the persons entitled to receive those monies or things.

Michael M. Cole 8-27-2003 Nashv

MICHAEL M. COLE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 27th day of August, 2003, MICHAEL M. COLE personally appeared to me known to be the person described in and who executed the foregoing instrument and acknowledged that he or she executed the same as and for his or her free act and deed.

Jacqueline Dr Wiggins
NOTARY PUBLIC

My commission expires:
January 31, 2004

LaSondra Cole

LASONDRA COLE

STATE OF TENNESSEE)
COUNTY OF SHELBY)

On this 5th day of September, 2003, Lasondra Cole personally appeared to me known to be the person described in and who executed the foregoing instrument and acknowledged that he or she executed the same as and for his or her free act and deed.

Terri M. Barnes

NOTARY PUBLIC

My commission expires:

MY COMMISSION EXPIRES DEC. 7, 2003

TERRI M. BARNES NOTARY PUBLIC AT LARGE SHELBY CO. TN

FILED

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

2003 SEP 24 PM 4:22

RICHARD R. ROOKER, CLERK

D.C.

Case No: 03D-995

LASONDRA COLE
MOTHER

MICHAEL M. COLE
FATHER

PARENTING PLAN
[X] Proposed (**PPP**)
[ ] Temporary (**TPT**)
[ ] Final Order (**FPP**)

PARENTING PLAN

This Parenting Plan is :

[ ] 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.

[X] proposed by **LASONDRA COLE and MICHEL COLE**.

I. GENERAL INFORMATION

This parenting plan applies to the following children:

Name	Birthdate	Social Security No.
Adrienne C. Cole	**11-7-97**	[redacted]**-1995**

II. RESIDENTIAL SCHEDULE

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

2.1 PRE-SCHOOL SCHEDULE.

[] There are no children of preschool age.

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

From: **Friday at 6:00 p.m until Sunday at 6:00 p.m**
(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: _____

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 shall reside with the [X] mother ( ) father.

Except for: Friday at 6:00 p.m until Sunday at 6:00 p.m, every other weekend the Child with be the Father.

2.3 SCHEDULE FOR WINTER/CHRISTMAS VACATION.

The child shall reside with the [X] mother during winter vacation.

EXCEPT: During the Christmas Holidays on even years the father will have the child from 12:00 p.m. on Christmas Day until 12:00 p.m on January 1st. The mother will have the child the week prior to Christmas on even years. The father will have the child the week before Christmas on odd years and the mother will have the child during the week after Christmas on odd years.

2.4 SCHEDULE FOR SPRING VACATION. The child shall reside with the [X] mother during spring vacation.

2.5 SUMMER SCHEDULE.

Upon completion of the school year, the child shall reside with the [X] mother.

EXCEPT: each parent will have two (2) week uninterrupted visitation with the child to allow for an extended vacation. Each parent will notify the other two (2) weeks prior to exercising this visitation right.

2.6 SCHEDULE FOR SPECIAL OCCASIONS.

	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
Child's Birthday	odd	even

[ ] Other: _____

2.7 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.

2.8 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 injunctions 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.

2.9 TRANSPORTATION ARRANGEMENTS.

Transportation arrangements for the child, other than costs, between parents shall be as follows: **Parties will meet half-way between Memphis, Tennessee, specifically at minor child's grandmother's home in Jackson, Tennessee.**

2.10 DESIGNATION OF CUSTODIAN.

The children named in this parenting plan are scheduled to reside the majority of the time with the [X] 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. This designation shall not affect either parent's rights and responsibilities under this parenting plan.

III CHILD SUPPORT

3.1 FINANCIAL SUPPORT.

[] The [X] father will pay child support, in accordance with the Tennessee Child Support Guidelines, in the amount of **$988 per month beginning August, 2003**. 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:

Payment of child support will be made directly to the mother.

[XI 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 parties shall alternate claiming the tax deduction for the child. Father will claim child during odd years, beginning in the year 2003. Mother shall claim child for tax deduction during even years, beginning 2004. 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.

3.3 HEALTH INSURANCE.

[] The [X] father will maintain medical/hospital insurance on the minor child

[Xi Uncovered medicals, including deductibles, will be paid 100% by the father

3.4 LIFE INSURANCE.

[] The [X] father shall insure his/her own life in the minimum amount of **$100.000.00**, 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 beneficiaries of the coverage required by the Court. The choice of the secondary beneficiary is up to the policy owner..

3.5 DENTAL/ORTHODONTIC CARE

[ ] The [X] father will maintain dental/orthodontics care on the minor child. **Uncovered dental/orthodontic expenses will be paid 100% by the father.**

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	[ ] mother	[] father	[**X**] joint
Religious upbringing	[] mother	[ ] father	[**X**] joint
_____	[ ] mother	[ ] father	[ ] joint
_____	[ ] mother	[ ] father	[ ] joint
_____	[ ] 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 TCA 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 TCA 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

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

[X] Mediation by **Rule 31 Mediator**

The cost of this process shall be allocated between the parties as follows:

[x] as determined in the dispute resolution process. **or by Court**

The counseling, mediation or arbitration process shall be commenced by notifying the other party by [X] 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.

VI. 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 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 noncustodial 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.

VII. OTHER PROVISIONS

[ ] There are no other provisions.

[X] There are the following other provisions: **Either parent shall have the right to apply to the Court for relief in the event mediation is unsuccessful.**

VIII. DECLARATION FOR PROPOSED PARENTING PLAN

[ ] 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.

LaSmith Cole — Mother

Sept 5, 2003 & Shelby County Tennessee — Date and Place of Signature

STATE OF TENNESSEE)
COUNTY OF ~~DAVIDSON~~ Shelby)

SWORN TO AND SUBSCRIBED before me this the 5th day of September, 2003.

Terri M. Barnes
NOTARY

TERRI M. BARNES NOTARY PUBLIC AT LARGE SHELBY CO. TN

My Commission Expires

Michael M. Cole — 8-27-2003 Nashville

Father — Date and Place of Signature

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

SWORN TO AND SUBSCRIBED before me this the 27th day of August, 2003.

Jacqueline Ouhiggins — January 31, 2004

NOTARY — My Commission Expires

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: Oct 21, 2023

Substitute Judge Jake Norman Jr.

Presented by:

Janelle A. Simmons BPR: 022290
Attorney for the Defendant/Mother
1308 Eighth Avenue North
Nashville, TN 37208
(615) 254-0202

Julian Blackshear BPR:
Attorney for the Plaintiff/Father

3. The costs of this cause are assessed against the Husband, Michael M. Cole, for which execution may issue without further process.

ENTERED, this 21 day of October, 2003.

JUDGE
Jack Norman, Jr.
Substitute Judge

FOR ENTRY:

SMITH, HIRSCH, BLACKSHEAR & HARRIS, PLC

By _____
Julian W. Blackshear, Jr.
TSCRN: 004607
Nashville House
One Vantage Way, Suite B-105
Nashville, Tennessee 37228
(615) 242-5003
Attorneys for Plaintiff/Husband

CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing Final Decree of Divorce has been forwarded by U.S. Mail, postage prepaid, to Attorney for Defendant/Wife, Ms. Janelle A. Simmons, 1308 Eighth Avenue, North, Nashville, Tennessee 37208, this 21st day of October, 2003.

JULIAN W. BLACKSHEAR, JR.

CERTIFICATE OF SERVICE

DOCKET NO. 03D-995

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 23rd day of October, 2003.

RICHARD R. ROOKER, Circuit Court Clerk

By: B. Rawls
Deputy Clerk

Julian Blackshear, Jr., Attorney
Nashville House
One Vantage Way, Suite B-105
Nashville, TN 37228

Ms. Janelle A. Simmons
1308 Eighth Avenue, North
Nashville, TN 37208

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 21 day of OCTOBER , 2003 , in the Case Number 03D995 between COLE, MICHAEL M. Plaintiff, and COLE, LASONDRA Defendant, as same remains of record in Vol. 5515 , Page 1289899 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 APRIL in the year two thousand five and in the 228th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

