IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

FILED

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RICHARD R. ROOKER, CLERK

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ELIZABETH ELAINE MEADOR)
Social Security No: 4[redacted]6693)
Plaintiff,)

v. Case No. 03D-2552
B. Rawls D.C.

CORDELL HULL MEADOR,) NOTICE OF ENTRY REQUESTED
Social Security No: 4[redacted]6835)
Defendant.)

FINAL DECREE

This cause was tried on December 14, 2004, on the Plaintiff's complaint, Defendant's answer and counter-compliant, Plaintiff's reply thereto, the testimony of the plaintiff Elizabeth Elaine Meador and her witnesses in court, the exhibits, and statements of counsel. Plaintiff's witnesses were Pat Sequeira and Mike Johanson.

Defendant Cordell Hull Meador was duly notified of the trial date and failed to appear. Plaintiff testified that the Defendant had acknowledged to her verbally and in writing that he was aware of the court date and was not going to attend. He is currently incarcerated in jail in Sumner County, Tennessee. He did not offer any proof by interrogatories or deposition testimony.

FROM ALL THE ABOVE, THE COURT FINDS AND ORDERS AS FOLLOWS:

1. A divorce is hereby awarded to Plaintiff Elizabeth Elaine Meador on the grounds of Defendant's inappropriate marital conduct, T.C.A. §36-4-101(11), and his habitual drunkenness and abuse of narcotic drugs, T.C.A. §36-4-101(10). Plaintiff is restored to all of the rights and privileges of a single person.

2. It is further ordered that Plaintiff Elizabeth Elaine Meador, is awarded sole custody of the parties' two minor children, Austin Wayne Meador, D.O.B.: 07/30/99, and Jacob Alan

Meador, D.O.B.: 05/03/93. Defendant is an electrician and has an earning capacity of $600.00 per week. Based upon his potential earning capacity, Defendant is hereby ordered to pay child support to Plaintiff Elizabeth Elaine Meador in the amount of $151.00 per week, beginning Friday, December 17, 2004. This child support is in accord with the Tennessee Child Support Guidelines in effect at the time of trial for two children.

Defendant shall make his payments to:

Central Child Support Receipting Unit
P.O. Box 305200
Nashville, Tennessee 37229.

The Central Child Support Receipting Unit is ordered to process the funds received and pay them over to the Plaintiff, Elizabeth Elaine Meador, 509 Augusta Drive, Nashville, Tennessee 37076.

3. The parenting plan attached hereto is hereby approved and made the order of the Court.

4. It is further ordered that Defendant is in arrears in the child support ordered to be paid by previous orders of this Court. As of December 17, 2004, Defendant is in arrears in the amount of $2,025.00, plus the previously court-ordered attorney's fees of $320.00, at total of $2,345.00. Defendant is also hereby ordered to pay attorney's fees for this divorce case to Plaintiff's attorney, George E. Copple, Jr., in the amount of $750.00, at the following address:

George E. Copple, Jr.
Cummins Station, Suite 511
209 10th Avenue South
Nashville, Tennessee 37203
(615) 254-9100

Plaintiff's attorney George E. Copple, Jr., is awarded a judgment against Defendant in the amount of $750.00 for attorney fees, plus the previously ordered $320.00, a total of $1,070.00 for which execution may issue if necessary.

5. Plaintiff Elizabeth Elaine Meador is hereby awarded fee simple ownership of the marital residence at 509 Augusta Drive, Hermitage, Tennessee 37076, free of all right, title, and interest of the Defendant Cordell Hull Meador, which is hereby divested from him and vested in Plaintiff in fee simple. The legal description of said real property is as follows:

> Land in Davidson County, Tennessee, being Lot No. 410 on the plan of Tulip Grove, Section 6, of record in Book 4460, page 19, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete legal description.
>
> Being the same property conveyed to Cordell H. Meador, and Wife, Elizabeth E. Meador, by Warranty Deed of record in Book 11696, page 418, Register's Office for Davidson County, Tennessee.
>
> This is improved property known as 509 Augusta Drive, Hermitage, Tennessee 37076.

Plaintiff shall pay and hold Defendant harmless of the existing mortgage on the said residence and all other indebtedness related to the said residence.

6. Plaintiff owns two vehicles titled in her name, a 1996 Suburban and a 1998 Buick. All right, title and interest of the Defendant in these two vehicles is divested from him and vested in Plaintiff. In addition, it is ordered that all other marital property and assets of any description, including the contents of the marital residence, are divested from Defendant and vested in Plaintiff.

7. It is further ordered and adjudged that the Defendant Cordell Hull Meador shall be assessed with the costs of this cause, for which execution may issue if necessary. The address of Defendant Cordell Hull Meador, is 700 Cumberland Hills Drive, Hendersonville, Tennessee 37075.

IT IS SO ORDERED.

Honorable Muriel J. Robinson, Circuit Court Judge

2-4-05

APPROVED FOR ENTRY:

George E. Copple, Jr. (#6411)
Cummins Station, Suite 511
209 10th Avenue South
Nashville, Tennessee 37203
(615) 254-9100
Attorney for Wife

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing has been furnished by U.S. Postal Services to Defendant Cordell Hull Meador, 700 Cumberland Hills Drive, Hendersonville, Tennessee 37075 on this 28 day of January, 2005.

George E. Copple, Jr.

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D.C.

2004 FEB -9 AM 11:54
RICHARD R. ROOKER, CLERK
D.C.

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

ELIZABETH ELAINE MEADOR
MOTHER

Case No. 03D-2562

PARENTING PLAN
Proposed (PPP)

CORDELL HULL MEADOR
FATHER

PARENTING PLAN

This Parenting Plan is proposed by **ELIZABETH ELAINE MEADOR**.

I. GENERAL INFORMATION

This parenting plan applies to the following children:

Name	Birthdate	Social Security No.
Austin Wayne Meador	07/30/99	
Jacob Aldn Meador	05/03/93	

II. RESIDENTIAL SCHEDULE

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

2.1 PRE-SCHOOL SCHEDULE.

Prior to enrollment in school, the children shall reside with the Mother, except for the following days and times when the children will reside with or be with the Father:

From: Friday at 6:00 p.m. to Sunday at 6:00 p.m. every other weekend.

2.2 SCHOOL SCHEDULE.

Upon enrollment in school, the children shall reside with the Mother, except for the following days and times when the children will reside with or be with the Father:

From: Friday at 6:00 p.m. to Sunday at 6:00 p.m. every other weekend.

2.3 SCHEDULE FOR WINTER/CHRISTMAS VACATION.

The children shall reside with Mother during winter/Christmas vacation, except for the following days and times when the children will reside with or be with the Father: for one week, to begin on Dec. 26 and to end on Dec. 31 at 4:00 P.M., at which time Father shall return the children to Mother.

2.3 SCHEDULE FOR SPRING VACATION.

Mother shall have possession of the minor children during spring vacation from the day school is out until Wednesday of the spring vacation week at 12:00 P.M., and with Father shall have possession of the minor children from Wednesday at 12:00 P.M. until 6:00 P.M. on the day before school begins again.

2.5 SUMMER SCHEDULE.

Upon completion of the school year, the children shall reside with the Mother, except for the following days and times when the children will reside with or be with the other parent:

[ ] Same as school year schedule.
[ ] One week every month
[ ] Two weeks every month
[ ] One month beginning
[x] Two weeks during summer, starting June 15 and ending June 30 .
[ ] Other: _____

2.6 SCHEDULE FOR HOLIDAYS.

The residential schedule for the children for the holidays listed below is as follows:

	With Mother (Specify Year Odd/Even/Every)	With Father (Specify Year Odd/Even/Every)
Easter	Odd	Even
Memorial Day	Even	Odd
July 4th	Odd	Even
Labor Day	Odd	Even
Thanksgiving Day	Even	Odd
Christmas Eve	Winter Vacation Schedule	
Christmas Day	Winter Vacation Schedule	
New Year's Day	Winter Vacation Schedule	

[x] For purposes of this parenting plan, a holiday shall begin and end as follows (set forth times):

from 6 p.m. on the day prior to 8:00 p.m. on the holiday

2.7 SCHEDULE FOR SPECIAL OCCASIONS.

The residential schedule for the children 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
Children's Birthday	Odd	Even

2.8 PRIORITIES UNDER THE RESIDENTIAL SCHEDULE.
Does not apply.

2.9 RESTRICTIONS.

BM at any time

During Defendant's visitations and in all his personal contacts with the children, he is enjoined and restrained from drinking any alcohol and using any narcotic drugs, and is further enjoined and restrained from allowing the minor children to be around any drug dealing or drug using acquaintances of his or around any drunk person or persons. Defendant is further ordered to use a proper child restraint device (car seat) for his child, Austin Wayne Meador, age 4.

2.10 TRANSPORTATION ARRANGEMENTS.

Transportation arrangements for the children, other than costs, between parents shall be as follows: Father shall pick up the children from Wife's residence and return the children to Wife's residence. ~~During Defendant's visitations and in all his personal contacts with the children, he~~ is enjoined and restrained from drinking any alcohol and using any narcotic drugs. Defendant is further ordered to use a proper child restraint device (car seat) for his child, Austin Wayne Meador, age 4.

2.11 DESIGNATION OF CUSTODIAN.

BM. at any time.

The children 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 children 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. B/M. $151.00 per week

The Father will pay child support, in accordance with the Tennessee Child Support Guidelines, in the amount of $ ~~126~~.00 per week, beginning the week after the filing of this proposed plan. Father is to pay his child support to: Central Child Support Receipting Unit, P.O. Box 305200, Nashville, Tennessee 37229. The Central Child Support Receipting Unit is ordered to pay the support payments received over to the Plaintiff, Elizabeth E. Meador, 509 Augusta Drive, Nashville, Tennessee 37076

This amount shall not be prorated unless otherwise specified.

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.

The Mother will receive the tax deduction for the children.

Father shall provide to Mother, by or before April 15 of every year, a copy of his W-2 form or a copy of the first page of his tax return.

~~For the year 2003, the parties have agreed that the overpayment refund from the IRS shall be divided $450 to Husband and the balance to Wife.~~ B/M

3.3 HEALTH INSURANCE.

The minor children will remain on TennCare. Mother shall maintain medical/hospital insurance on the minor children if they are not eligible for TennCare. Uncovered medicals, including deductibles, if any, will be divided equally.

Father shall obtain his own health insurance if desired.

3.4 LIFE INSURANCE.

The Father shall insure his own life in the minimum amount of $50,000.00, 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.

Mother shall be trustee beneficiary for children.

3.5 DENTAL/ORTHODONTIC CARE

Neither party shall be required to maintain dental/orthodontics insurance on the minor children. All uncovered dental/orthodontic expenses will be divided equally by the parties.

IV. DECISION MAKING

4.1 DAY TO DAY DECISIONS

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

4.2 MAJOR DECISIONS.

Major decisions regarding each child shall be made as follows:

Education decisions [x] Mother [] Father [] joint
Non-emergency health care [x] Mother [] Father [] joint
Religious upbringing [x] Mother [] Father [] joint

4.3 RESTRICTIONS IN DECISION MAKING.

See Section 2.9 above.

V. DISPUTE RESOLUTION

Disputes between the parties, other than the child support disputes, shall be submitted to Mediation by Agreement or Court appointment with right to apply to Court if necessary.

The cost of this process shall be allocated evenly between the parties.

The counseling, mediation or arbitration process shall be commenced by notifying the other party by written request.

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

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.

7. to be given at least 48 hours notice, whenever possible, of all extracurricular activities, and the opportunity to participate or observe, including but not limited to, the following:

(a) school activities:

(b) athletic activities;

(c) church activities;
(d) other activities as to which parental participation or observation would be appropriate.

8. 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 days, an itinerary of the travel, including telephone numbers for use in the event of an emergency.

9. the right of access and participation in education, including the right of access to the minor child or children for lunch and other activities, on the same basis that is provided to all parents, provided the participation or access is reasonable and does not interfere with day-to-day operations or with the child's educational performance.

Either parent may petition for a return to court, paying appropriate fees for mediation on any further parenting issues.

VII. OTHER PROVISIONS

There are no other provisions.

VIII. DECLARATION FOR PROPOSED PARENTING PLAN

[x] 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

2-6-04 (Nash)
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 oft his order with actual knowledge of its terms is punishable by contempt of court and may be a criminal offense under TCA 39-13306. 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: 12-14-04

Judge

PRESENTED BY COUNSEL:

George E. Copple, Jr. (#6011)
Cummins Station, Suite 511
209 10th Avenue, South
Nashville, Tennessee 37203
(615) 254-9100
Attorney for Mother

CERTIFICATE OF SERVICE

I hereby certify that I have furnished a true copy of the foregoing to W. Allen Barrett, Esq. 501 Union St., Suite 503, Nashville, Tennessee 37219 by U.S. Mail on this 6th day of February, 2004.

George E. Copple, Jr.

CERTIFICATE OF SERVICE

DOCKET NO. 03D-2552

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 9th day of February, 2005.

RICHARD R. ROOKER, Circuit Court Clerk

By: B. Rawls
Deputy Clerk

George E. Copple, Jr., Attorney
Cummins Station, Suite 511
209 10th Avenue,South
Nashville, TN 37203

W. Allen Barrett, Attorney
501 Union St., Suite 503
Nashville, TN 37219

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 FEBRUARY , 2005 , in the Case Number 03D2552 between MEADOR, ELIZABETH ELAINE Plaintiff, and MEADOR, CORDELL HULL Defendant, as same remains of record in Vol. 5772 , Page 1796208 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 03 day of JUNE in the year two thousand five and in the 228th year of American Independence.

RICHARD R. ROOKER, Clerk,

By C. Hall
Deputy Clerk

SEAL

