0000581101876147
03D2355

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

FILED
2005 APR 22 PM 1:38
RICHARD R. ROOKER, CLERK
B. Rambo D.C.

VICTORIA LEE WHEATLEY WALKER,

Petitioner,

vs. NO. 03D-2355

BRUCE ELTON WALKER,

Respondent.

Davidson County DEEDDIV
Recvd: 10/07/05 12:14 14 pg
Fees:72.00 Taxes:0.00
20051007-0121360

PICK-UP

FINAL DECREE

This cause came to be heard on March 21 and 22, 2005, before the Honorable Carol Soloman, Judge of the Eighth Circuit Court for Davidson County, Tennessee, on the original complaint filed by the Wife, answer and counter-complaint filed by the Husband, and on the pleadings, testimony taken in open Court, exhibits, argument of counsel and from the record as a whole, the Court finds it is appropriate to grant a divorce based on the mutual grounds of inappropriate marital conduct by both parties, to make a finding on custody, child support, rehabilitative alimony, personal property division and real property division, and it is, therefore, ORDERED:

1. That the parties shall be divorced on the mutual grounds of inappropriate marital conduct, which the Court finds as to both parties.

2. The Wife shall be the custodian of the parties' minor children, with liberal visitation granted to the Father, and child support under the terms of the parenting plan which is filed simultaneously with this order and approved by the Court.

3. The Court finds that the Wife, at age fifty-four years, has little opportunity for work if her current employment ends and further is in need of rehabilitative alimony. The Court finds that the Wife does not have any retirement, is in need of further education in order to support herself and has the need for rehabilitative alimony for the next fifteen years. The Court finds that there is a disparity in income between the Husband and the Wife and the Court specifically finds that the Husband makes approximately $65,000.00 per year and the Wife makes just less than $30,000.00 per year. The Court finds that the Husband has the ability to pay, and hereby orders the Husband to pay, alimony according to the following schedule:

a. $600.00 per month beginning April 1, 2005 until older child shall graduate from high school and be eighteen years of age, at which time alimony which shall increase to $900.00;

b. When the younger son, Trevor, graduates from high school and reaches eighteen years of age, and beginning on that date the rehabilitative alimony in the amount of $1,200.00 per month until April, 2020. It is the intent and aim of the Court for the Husband to pay a total of fifteen years in rehabilitative alimony under the above schedule.

c. The Husband shall pay the Wife's insurance under COBRA for three months.

4. The Court finds that the parties jointly own marital property which will be divided in an equitable manner as follows:

a. The Husband shall have all rights, title and interest in his vehicle, a Toyota Echo, and pay any indebtedness on it. The Wife shall have all right, title and interest in the Nissan Quest and be responsible for any and all payments.

b. Each party shall retain all right, title and interest to their respective checking accounts.

c. The Husband has a prospective military retirement from the Tennessee Air National Guard. He shall retain all right, title and interest in the Tennessee Air National Guard retirement. In exchange for her interest in the Tennessee Air National Guard retirement, the Wife shall receive the entire 401K with Davel Communications, in the approximate amount of $8,138.17, and the Wife will not have any right to the Tennessee Air National Guard retirement. The Court orders that the 401K with Davel in the approximate amount of $8,138.17 be awarded to the Wife. The parties are hereby ORDERED to cooperate in causing this account to be transferred to the wife, including but limited to cooperating in executing a qualified domestic relations order.

d. The parties shall each be awarded one-half of the 401K with Davel Communications which has an approximate balance of $44,973.08. The parties are hereby ORDERED to cooperate in causing this account to be transferred to the wife, including but limited to cooperating in executing a qualified domestic relations order.

e. There is a certain judgment against renters of the parties' property on Sawyer Brown Court in Nashville, Tennessee, in the approximate amount of $9,500.00, styled Jim Curley as agent for Bruce Walker vs Cloby Hyche and Suzette Hyche, General Sessions Docket # 05GC1225. The Court recognizes that this matter went to judgment in General Sessions Court in Davidson County, Tennessee and is now on appeal. At the conclusion of the case, each party shall have the right to one-half of the proceeds, if any, less reasonable attorney fees and collection costs.

f. The Wife shall receive as her sole property the household furnishings which are maintained at the Cotton Blossom Court residence. The Wife shall further have as her separate property lawn care equipment. The Husband shall have all right, title and interest in all of his tools, both at the home and whatever tools he has for his business, including the computer, which he apparently has in his possession.

g. As to real estate, the Wife is granted all right, title and interest in the marital residence at 305 Cotton Blossom Court, Nashville, Davidson County, Tennessee.. The Wife is further ordered to refinance, if possible, within the next year, however, the Court recognizes that she may not be able to because of her financial circumstances. The Court specifically awards ownership of the property more particularly described as follows:

LAND in Davidson County, Tennessee, being Lot No. 19 on the Plan of Section I, Rolling River Estates, of record in Book 4860, Page 27, said Register's Office, to which reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Bruce E. Walker and wife, Victoria L. Walker, by deed of record in Book 9957, Page 239, Register's Office for Davidson County, Tennessee.

Beginning April 1, 2005, the Wife shall be responsible for any and all mortgage payments.

h. The Husband is awarded all right, title and interest in the property at 207 Sawyer Brown Court, Nashville, Davidson County, Tennessee, more particularly described as follows:

LAND in Davidson County, Tennessee, being Lot No. 211 on the Plan of Stacy Square, Section 3, of record in Book 4175, Page 154, said Register's Office.

SAID Lot No. 211 fronts 36.88 feet on the northerly margin of Sawyer Brown Court and extends back 88.1 feet on the southeasterly line and 239.4 feet on the westerly line to a dead line in the rear, measuring 212.1 feet thereon.

BEING the same property conveyed to Bruce E. Walker and Victoria L. Walker, husband and wife, by deed from Henry G. Cisneros, Secretary of Housing and Urban Development, of record in Book 8872, Page 689, said Register's Office.

Beginning April 1, 2005, the Husband shall be responsible for any and all mortgage payments on that property.

i. The Court finds that the parties own property on 1013 Floy Lane in Ashland City, Cheatham County, Tennessee, with an approximate value of $100,000.00. The Court hereby orders the parties to agree to a real estate agent to be hired to sell that property. The proceeds from the sale of the property are to be used to pay the first mortgage, the second mortgage, costs incident to sale, including a 6% commission to the real estate broker, and the net proceeds shall be divided one-half each to the Husband and Wife. If the Husband wants to purchase the Floy Lane property from the Wife, he may purchase the property at a three (3%) percent discount, representing one-half of a reasonable real estate commission fee of six (6%) percent.

j. The Court has heard testimony about medical expenses and other expenses between the parties during the pendency of this divorce and finds that the Husband is receiving approximately $3,000.00 more in real estate value and personal property and that is approximately equal to any amounts that the Wife would owe to the Husband, so no further payments are due between the parties for medical bills and other expenses.

5. The parties are ordered to file a joint tax return for the tax year 2004 and divide any refund one-half each.

6. Beginning with the tax year 2005, which will be filed in 2006, the parties each shall claim one of the children as a dependent. The Husband shall claim the older son, Ben, as a dependent so long as the Husband can claim him as a dependent. The Wife shall do likewise with the younger son, Trevor.

7. The Husband is ordered to purchase or otherwise obtain a scanner for the use of the children.

8. The parties are further hereby ORDERED to cooperate with any exchange of property or execution of documents in order to effect this ORDER.

9. That the attorney for the Wife has filed a supporting affidavit requesting attorney fees and costs. The issue of attory's fees are reserved. ~~The Court awards a reasonable attorney's fee and costs to Thomas J. Drake, Jr., Attorney for the Wife, in the amount of $_____, for which execution shall issue if necessary.~~

10. The Husband is ordered to pay the costs of this cause, for which execution shall issue if necessary.

ENTERED this 22nd day of April, 2005.

Carol Soloman

JUDGE CAROL SOLOMAN

APPROVED FOR ENTRY:

THOMAS J. DRAKE, JR., No. 13219
Attorney for Wife
305 Fourteenth Avenue, North
Nashville, Tennessee 37203
(615) 320-5577

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been sent by U.S. Mail, postage prepaid, to Jon Jablonski, Attorney for Husband, 2400 Crestmoor Road, Suite 315, Nashville Tennessee 37215, on this 5 day of April, 2005.

THOMAS J. DRAKE, JR.

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

2005 APR 22 PM 1:38

RICHARD R. ROOKER, CLERK

B Rawls D.C.

VICTORIA LEE WHEATLEY WALKER,

Petitioner,

vs.

NO. 03D-2355

BRUCE ELTON WALKER,

Respondent.

FINAL PARENTING PLAN

This is the Final Parenting Plan.

I. GENERAL INFORMATION

This Parenting Plan applies to the following children:

Name	Birthdate
Ben Walker	May 26, 1988
Trevor Walker	September 2, 1989

II. RESIDENTIAL SHARING SCHEDULE

The schedule below sets out which parent has responsibility for the children during the week, weekends, holidays and vacations.

A. DAY TO DAY SCHEDULE.

The Mother will have responsibility for the care of the children except the following times and days when the other parent shall have responsibility for the care of the children:

From Friday evening at 7:00 p.m. until Sunday evening at 7:00 p.m. every other weekend, beginning April 8, 2005.

B. SCHEDULE OF HOLIDAYS RELEVANT TO YOUR FAMILY, SCHOOL SCHEDULE OR SPECIAL OCCASIONS
Indicate when child will be with each parent.
(In ODD numbered years, EVEN numbered years or EVERY year.)

	Mother	Father
Easter	odd	even
Mother's Day	every	every
Memorial Day (if no school)	odd	even
Father's Day	every	every
July 4th	even	odd
Labor Day	odd	even
Thanksgiving Day (Wed. thru Sun.)	odd	even
Child's Birthdays	even	odd
Mother's Birthday	every	
Father's Birthday		every

A holiday shall begin at 6:00 p.m. on the night preceding the holiday and end at 6:00 p.m. the night of the holiday unless otherwise noted.

The Father gets all three day weekends which are not listed above.

C. SCHEDULE FOR WINTER HOLIDAY VACATION.

The Mother shall have the children in even years from the day school is dismissed at 6:00 p.m. until December 25th at 6:00 p.m. The other parent will have the children from December 25th at 6:00 p.m. until 6:00 p.m. on the evening before school resumes.

OR as agreed upon the parents as follows:

_____

_____

D. SCHEDULE FOR SPRING VACATION.

The children shall alternate their spring break between their parents. The children will be with their Mother for the Spring Break in even-numbered years and the children shall be with their Father for the Spring Break in odd-numbered years.

E. SUMMER SCHEDULE.

The Mother will have responsibility for the care of the children during the summer, except that the Father shall have one month visitation with both sons. It is the intent of the Court that the Father have additional summer visitation with Ben and Trevor as needed for Ben for any wrestling camps and with Trevor for like purposes.

F. TRANSPORTATION ARRANGEMENTS.

The Father will pick the children up to begin his visitation and the Mother will pick the children up to end the visitation.

G. OTHER:

The following special provisions apply to the schedules or residential considerations of the children:

_____

_____

III. DECISION MAKING

A. 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.

B. CHILD NURTURE
Mother and Father will behave with respect to each other and the children so as to provide a loving, stable, consistent and nurturing relationship with the children even though they, themselves, are divorced. Mother and Father agree they will not speak badly of each other or the members of the family of the other parent. They will encourage the children to continue to love the other parent and be comfortable in both new families.

C. MAJOR DECISIONS
Major decisions regarding each children shall be made as follows:

Education decisions	___ mother	___ father	_X_ joint
Non-emergency healthcare	___ mother	___ father	_X_ joint
Religious upbringing	___ mother	___ father	_X_ joint
Extracurricular activity	___ mother	___ father	_X_ joint

IV. FINANCIAL SUPPORT FOR CHILD

A. CHILD SUPPORT PER TENNESSEE GUIDELINES OR DEVIATIONS

The Father will pay child support, in accordance with the Tennessee Child Support Guidelines, in the amount of $868.00, per month, payable bi-weekly by wage assignment. This takes into consideration the child support under the Guidelines.

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.

B. TAX DEDUCTION
The Mother shall receive the tax deduction for the younger child, commencing with the 2004 tax year and the Father will receive the tax deduction for the older child.

C. TAX RETURN NOTICE
The parent paying child support shall send to the other parent by or before April 15 of every year (or August 15, if an extension is sought), a copy of their respective W-2(s) and first two pages of their tax return.

D. HEALTH INSURANCE
The father will maintain medical/hospital insurance, dental insurance and vision insurance on the minor children and he shall provide proof of continuing coverage annually.
Uncovered medical expenses, which include deductibles or co-payments, eyeglasses, contact lenses, routine annual physicals, will be divided two-thirds by the Father and one-third by the Mother.

Other:_____
(This may also include a provision for counseling.)

E. LIFE INSURANCE Father will maintain a life insurance policy insuring his life, payable to the children in trust, with the mother named as trustee.

F. DENTAL/ORTHODONTIC CARE
If available to either parent through their work, the father will maintain dental/orthodontic and vision care on the minor children. Uncovered expenses will be divided equally by the parties.

V. DESIGNATION SOLELY FOR STATE AND FEDERAL STATUTES:

The children named in this parenting plan are scheduled to reside the majority of time with the Mother. SOLELY for purposes of any other state and federal statutes which require a designation or determination of parental responsibility, this parent is designated the "Custodian of the Child". If the parents are joint decision makers as listed in Section II for purposes of obtaining health or other insurance, they shall be considered "joint custodians". THIS DESIGNATION SHALL NOT AFFECT EITHER PARENT'S RIGHTS AND RESPONSIBILITIES UNDER THIS PARENTING PLAN.

VI. DISAGREEMENTS ABOUT JOINT DECISIONS OR MODIFICATIONS OF PLAN

Should a disagreement arise about the Parenting Plan or the parties wish to modify the plan, the parties shall make a good faith effort to resolve the issue through the dispute resolution process, before returning to court. Unless a limiting factor listed in T.C.A. 36-6-406 precludes a dispute resolution process prior to court action, or an emergency court action is necessary to protect the welfare of the children or a party, the parties agree to the following dispute resolution method:

Disputes between the parties, other than child support disputes, shall be submitted to:
_____ Settlement Conference with judge not presiding in parents' case

The cost of this process shall be assessed to the parties by the Court base upon their incomes. The out-of-court process shall be commenced by notifying the other party and the Court by:
_____ written request; _X_ certified mail; _____ other:

In the dispute process:
(a) Preference shall be given to carrying out this Parenting Plan.
(b) The parents shall use the designated process to resolve disputes relating to implementation of the plan.
(c) A written record shall be prepared of any agreement reached in the mediation, arbitration or settlement conference and shall be provided to each party to be drafted into a consent order of modification.
(d) 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 ORDERS

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

1. To unimpeded telephone conversations with the children at least twice each week at reasonable times and for a reasonable duration;
2. To send mail to the children which the other parent shall not open and will not censor;
3. To receive notice and relevant information as soon as practical (but within 24 hours) in the event of hospitalization, major illness, or death of the children;
4. To receive directly from the school, upon written request, which includes a current mailing address and upon payment of reasonable costs of duplicating, copies of the children's report cards, attendance records, names of teachers, class schedules, standardized test scores, and any other records customarily made available to parents;
5. Unless otherwise provided by law, the right to receive copies of the children's medical, health or other treatment records directly from the physician or health care provider who provided such treatment or health care upon written request which contains a current mailing address and upon payment of reasonable costs of duplication; provided that no person who receives the mailing address of a parent as a result of this requirement shall provide such address to the other parent or a third person;
6. To be free of derogatory remarks made about such parent or such parent's family by the other parent to or in the presence of the children;
7. To be given at least forty-eight (48) hours notice, whenever possible, of all extracurricular 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.
8. 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 in the event of an emergency.
9. 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 children's educational performance.

ORDER OF 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.

Dated: 4/22/05

JUDGE

Presented by Counsel:

THOMAS J. DRAKE, JR., No. 13219
Attorney for Victoria Walker
305 Fourteenth Avenue, North
Nashville, Tennessee 37203
(615) 320-5577

Address of Mother:

305 Cotton Blossom Court
Nashville, Tennessee 37221

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 _ day of _ , _ , in the Case Number 03D2355 between WALKER, VICTORIA LEE WHEATLEY Plaintiff, and WALKER, BRUCE ELTON Defendant, as same remains of record in Vol. 5508 , Page 1272159 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 07 day of OCTOBER in the year two thousand five and in the 229th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk