N THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2002 OCT 28 PM 4:26

RICHARD R. ROOKER, CLERK

B. Rawls D.C.

LARRY W. FOYE

Plaintiff/Counter-Defendant

vs.

GWENDOLYN FOYE

Defendant/Counter-Plaintiff

Docket No: 01-D-177

Davidson County DEEDDIV
Recvd: 11/14/05 14:08 11 pg
Fees:57.00 Taxes:0.00

20051114-0137343

FINAL DECREE/JUDGMENT OF DIVORCE

This cause came on to be heard on the 9th of August 2002 before the Honorable Muriel Robinson, Judge for the Fourth Circuit Court in and for Davidson County, Tennessee upon the Complaint for Divorce filed by the Husband; and the Answer and Counter-Complaint filed by the Wife, stipulation of property division by the parties, agreement of the parties regarding custody, testimony of the parties, exhibits, arguments of counsel, and the entire record herein, from all of which the Court finds as follows:

It is hereby **ORDERED, ADJUDGED and DECREED** that the Wife, Gwendolyn Foye and the Husband, Larry W. Foye, are hereby declared divorced pursuant to TENN. CODE ANN.§36-4-129 and they are hereby restored to all the rights, and privileges of an unmarried person and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

IT IS

ORDERED, ADJUDGED and DECREED that Wife is hereby awarded the marital residence at 453 Rockwood Drive, Hermitage, Davidson County, Tennessee 37076, more fully described below subject to any liens and or mortgages and shall hold Husband harmless thereon. The Husband is hereby divested of all his right and title in the marital home and the marital home is hereby vested solely to the Wife. The parties' agree that the marital residence has an appraised value of $94,000.00 and there is an outstanding balance due and owing on the mortgage for said residence in the amount of $84,688.00. The legal description is as follows:

> Land in Davidson County, Tennessee, being Lot No. 16 on the Plan of Hermitage Woods, Section 3, of record in Plat Book 5050, page 109, Register's Office for said County, to which plan reference is hee made for a more complete description of said lot.
>
> Being a portion of the property conveyed to HJL, L.P. by deed from Jane B. Eakes and husband, L.. Hoyte Eakes, of record in Book 9194, page 893, Register's Office for Davidson

County, Tennessee. Originally being the same property conveyed to Jane Eakes by deed of record in Book 6383, page 604, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Larry W. Foye, and Wife, Gwendolyn L. Foye by warranty deed from HJP. L.P. of record in Book 9755, Page 948, of the Register's Office for Davidson County, Tennessee.

IT IS

ORDERED, ADJUDGED and DECREED that the Wife shall continue to make timely payments, however if the mortgage payments become three (3) months delinquent, the marital home shall be place on the market for sale and the Wife shall be entitled to receive all proceeds from the sale.

IT IS

ORDERED, ADJUDGED and DECREED that there will be an equitable division of the Husband Retirement/401K account with Wells Fargo which totals $26,172.95. The Wife shall be receive Eight Thousand Four Hundred Thirty Dollars ($8,430.48) and forty-eight cents from Husband's Retirement/401K plan, with the proceeds to be by Qualified Domestic Relations Order.

IT IS

ORDERED, ADJUDGED and DECREED that the Wife is awarded the primary residential parent for the parties' minor child, namely Larry Foye, Jr. The parenting plan attached hereto is made an Order of this Court and shall be incorporated into this Final Decree for Divorce.

IT IS

FURTHER ORDERED, ADJUDGED and DECREED that the Husband shall maintain for Wife's benefit, through the COBRA provisions of his employment, the existing health and dental insurance policy for a period of thirty-six (36) months with the present premium being $371.88 per month. The Husband shall pay directly to Wife the amount of $171.64 bi-weekly for the cost of her medical and dental coverage.

IT IS

FURTHER ORDERED, ADJUDGED and DECREED that the Husband shall pay alimony to the Wife in the amount of Nine Hundred Eighteen Dollars ($918.12) Twelve cents per month ~~plus the lawful clerk commission of $44.91 for a total of Nine Hundred Sixty-Four ($964.03) Dollars and three 03/100 cents per month~~ until Wife's death or remarriage. Said payments shall be paid in increments of Four Hundred ~~Forty-Four ($444.94)~~ Twenty-Three ($423.75) and ~~ninety-four 94/100~~ seventy-five 75/100 cents bi-weekly by wage

Central Child Support Receipting Unit, P.O. Box 305200, Nashville,
assignment to the ~~Circuit Court Clerk's Office, Room 506, Metropolitan Courthouse, Nashville,~~
Tennessee 37229. The Receipting Unit
~~Tennessee 37201. The Circuit Court Clerk~~ shall disburse payment to the Wife, Gwendolyn Foye, at 453 Rockwood Drive, Hermitage, Tennessee 37076. The Husband is currently employed with RTS Wright Industries, Inc., 707 Spence Lane, Nashville, Tennessee 37217.

IT IS

FURTHER ORDERED, ADJUDGED and DECREED that he Husband shall be divested out of all right, title and interest which he may have in items of personal property and household furnishings belonging to and now in the possession of the Wife; and said right, title and interest shall be vested in the Wife solely.

IT IS

FURTHER ORDERED, ADJUDGED and DECREED that the Wife shall be divested out of all right, title and interest which she may have in items of personal property now in possession of the Husband, to include Husband's tools which are currently in her possession; and said right, title and interest shall be vested in the Husband solely.

IT IS

FURTHER ORDERED, ADJUDGED and DECREED that the Husband shall retain ownership of the 1991 Cadillac, 1988 Nissan Pick-up truck, and 1975 Honda Motorcycle and all right, title and interest shall be divested out of the Wife; and vested in Husband solely and he shall be responsible for any and all indebtedness owed on said vehicle and hold Wife harmless.

IT IS

FURTHER ORDERED, ADJUDGED and DECREED that the Wife shall retain ownership of the 1993 Corsica automobile; and all right, title and interest shall be divested out of the Husband and vested in the Wife solely and she shall be responsible for any and all indebtedness owed on said vehicle and hold Husband harmless.

IT IS

FURTHER ORDERED, ADJUDGED and DECREED that each party shall be responsible for paying any outstanding indebtedness owed in their respective name.

IT IS

FURTHER ORDERED, ADJUDGED and DECREED that the Husband shall be

responsible for paying to Yvette Y. Cain, Attorney at Law attorney fees in the amount of $1,250.00, for which execution may issue, if necessary.

IT IS

FURTHER ORDERED, ADJUDGED and DECREED that the Husband will pay the costs of this cause, for which execution may issue if necessary.

IT IS

so ORDERED.

ENTERED on this 28th **day of** October, **2002.**

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

YVETTE Y. CAIN, #017282
Attorney for Wife
404 James Robertson Parkway
Suite 195, Parkway Towers
Nashville, TN 37219
615/244-0450

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed by U.S. Mail, postage prepaid to Deborah Travis, Attorney, 800 Broadway, Suite 200, Nashville, TN 37203 on this 18th day of October 2002.

Yvette Y. Cain

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY TENNESSEE

2002 OCT 28 PM 4:26 Case No. 01-D-177

RICHARD R. ROOKER) CLERK

LARRY W. FOYE
Father

B. Rawls D.C.

vs.

GWENDOLYN L. FOYE
Mother

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

PERMANENT PARENTING PLAN

This Parenting Plan is:

[X] the final parenting plan signed by the court pursuant to a decree of dissolution entered on _____.

I. GENERAL INFORMATION

This Parenting Plan applies to the following child:

Name	Birth date	Social Security No.
Larry W. Foye, Jr.	September 21, 1992	

II. RESIDENTIAL SHARING SCHEDULE

Theses 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.

[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: Saturday 10:00 a.m., (Day/Time) to Saturday 6:00 p.m (Day/Time)

[ ] every week
[ ] every other week
[ ] the first and third week of the month
[ ] the second and fourth week of the month
[X] other: **Two (2) Saturdays per month with 48 hours notice, until the Department of Children Services completes their pending investigation.**

2.3. SCHEDULE FOR WINTER HOLIDAY VACATION.

The child shall reside with the [X] mother [ ] father during winter vacation, except for the following days and times when the child will reside with or be with the other parent: ***Same as the school schedule above.***

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: ***Same as the***

school schedule above.

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:

[ ] Same as school year schedule
[ ] One week every month
[ ] Two weeks every month
[ ] One month beginning _____.
[ ] ___weeks during summer, starting_____.
[X] Other: ***Same as the school schedule above.***

2.6 SCHEDULE FOR HOLIDAYS.

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

	With Mother (Even, Odd or Every)	With Father (Even, Odd or Every)
New Year's Day	Every	
Martin Luther King Day	Every	
Presidents' Day	Every	
Easter	Every	
Passover	N/A	N/A
Memorial Day	Every	
July 4th	Every	
Labor Day	Every	
Veterans' Day	Every	
Thanksgiving Day	Every	
Christmas Day	Every	
Hanukkah	N/A	N/A

[ ] For purposes of this parenting plan, a holiday shall begin and end as follows (set forth times):
Week-end 6:00 p.m., day prior to 6:00 p.m., day ending _____
[ ] Holidays which fall on a Friday or a Monday shall include Saturday and Sunday.
[X] Other: **The parties will alternate holidays, after the Department of Children Services have completed their pending investigation** _____

Mother's Day	**Every** _____	_____
Father's Day	_____	**Every, after the Department of Children Services have completed their pending investigation**
Children's Birthday	**Every** _____	_____

2.8 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.

2.9 RESTRICTIONS.

[ ] Does not apply.

[X] The [X] father's [ ] mother's residential time with the child shall be limited because
[ ] Physical, sexual or a pattern of emotional abuse of a child. There is a pending abuse allegation against the Father under investigation with the Department of Children Services in Davidson County, Tennessee.

[ ] A history of acts of domestic violence or an assault or sexual assault which causes grievous bodily harm or the fear of such harm.
[ ] Neglect or substantial nonperformance of parenting functions.
[ ] A long -term emotional or physical impairment which interferes with the performance of parenting functions as defined in T.C.A. 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 child spend time with this parent:
[ ] father's [ ] mother's residential time with the children.

2.10 TRANSPORTATION ARRANGEMENTS.

Transportation arrangements for the child, other than costs, between parents shall be as follows:

2.11 DESIGNATION OF CUSTODIAN.

The child named in this parenting plan are scheduled to reside the majority of the time with the [X] mother [ ] father. This parent is designated the custodian of the child solely for purposes of all other state and federal statutes which requires a designation or determination of custody. This designation shall not affect either parent's rights and responsibilities under this parenting plan.

2.12 OTHER.

III. CHILD SUPPORT

3.1. FINANCIAL SUPPORT

The [ ] mother [X] father will pay child support, in accordance with the Tennessee Child Support Guidelines, in the amount of **$710.00** per **month**, to be paid bi-weekly in the amount of ~~$355.00~~ 327.69 via wage assignment, beginning August 16, 2002 .

A wage assignment shall issue to: RTS Wright Industries, 707 Spence Lane, Nashville, Tennessee 37076, the employer of Father.

The ~~clerk~~ Receipting Unit shall disburse the child support payments to Gwendolyn Foye at 453 Rockwood Drive, Hermitage, Tennessee 37076.

[X] The parties affirmatively acknowledge that no action by either or both of them will be effective to reduce child support after the due date of each payment. The parities 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 the Parenting Plan

3.2. TAX DEDUCTION.

[ ] The [X] mother [ ] father will receive the tax deduction for the child.

3.3 HEALTH INSURANCE.

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

[X] All the uncovered medicals, including deductibles, if any, will be

[X] borne by the Father
[ ] divided equally by the parties
[X] The Mother will be responsible for the cost of any mental health cost, not covered by the insurance.

3.4. LIFE INSURANCE.

[X] The [ ] mother [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(ies) is up to the policy owner(s).

[ ] Other provisions regarding life insurance:

3.5 DENTAL/ORTHODONTIC CARE

[ ] The [ ] mother [X] father will maintain dental/orthodontics care on the minor child. All the uncovered dental/orthodontic expenses will be borne by [ ] mother [X] father.

[ ] Other provisions for dental/orthodontic care: **Either may apply to Court for braces or orthodontic payment designation.**

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
Extra curriculum activities	[X] 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's parent's decision making authority is mandated by TCA 36-6-412.

[ ] 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 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 one another, to the extent that it affects their ability to make timely mutual decisions

V. DISPUTE RESOLUTION

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

[ ] Counseling by _____, or
[X] Mediation by **Agreement or court appointment with right to apply to Court if necessary** _____, or
[ ] Arbitration by _____.

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

[ ] _____% mother _____% father.

[ ] Based on each party's proportional share of income from the child support guidelines.

[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 [ ] 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.

(F) 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 ORDERS

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 provision: **Either parent shall have the right to apply to the Court for relief in the event mediation is unsuccessful.**

VIII. ORDER BY THE COURT

It is **ORDERED, ADJUDGED AND DECREED** that the Parenting Plan set forth above is adopted and approved as an order of this court.

WARNING: Violation of residential provisions of this order with actual knowledge of its terms is punishable by contempt of court and may be a criminal offense under TCA 39-13-306. Violation of this Order may subject a violator to arrest.

When mutual decision making is designated but cannot be achieved, the parties shall make a good faith effort to resolve the issue through the dispute resolution process.

If a parent fails to comply with a provision of this plan, the other parent's obligations under this plan are not affected.

Dated: 10-28-02

JUDGE

APPROVED FOR ENTRY:

YVETTE Y. CAIN, BPR. 017282
Attorney for Mother
404 James Robertson Parkway
Suite 195, Parkway Towers
Nashville, Tennessee 37219
615/244-0450

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Permanent Parenting Plan has been mailed by U.S. Mail, postage prepaid to Deborah Travis, Attorney, 800 Broadway, Suite 200, Nashville, TN 37203 on this 11th day of September 2002.

Yvette Y. Cain

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 28 day of OCTOBER , 2002 , in the Case Number 01D177 between FOYE, LARRY W. Plaintiff, and FOYE, GWENDOLYN L. Defendant, as same remains of record in Vol. 4976 , Page 920542 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 14 day of NOVEMBER in the year two thousand five and in the 229th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

