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PICK-UP

4th

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

SILVIA P. LEWIS WREN
Plaintiff/Wife

Social Security No. [redacted]7644

vs.

RODERICK DEISOM WREN
Defendant/Husband

Social Security No. [redacted]5445

FILED

JUN 2 7 2002

RICHARD R. ROOKER, Clerk
By R. Rawls Deputy

DOCKET NO. **02D-338**

Davidson County DEEDDIV
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FINAL DECREE OF DIVORCE

This cause came to be heard on the 18th day of June 2002, before The Honorable Muriel Robinson, Fourth Circuit Court of Davidson County, Tennessee, upon the Complaint for Absolute Divorce filed by Wife, Silvia P. Lewis Wren, upon which a judgment by default was taken against Husband, Roderick Deisom Wren, after his failure and/or refusal to answer or otherwise plead to the Complaint within the time period prescribed by law, and upon statement of counsel, the sworn testimony of Wife and two corroborating witnesses, and the entire record of this cause, the Court finds that the parties have one minor child born of this marriage, Giada Mikaela Wren born on July 4, 2000; that the Parenting Plan submitted by Plaintiff/Wife makes sufficient provision for the custody and maintenance of the parties' minor child; that the parties are owners of real property located at 1306 Stainback Avenue, Nashville, Tennesssee; that ownership of said real

property shall be vested in Plaintiff/Wife; and the Court is of the opinion that the allegations of inappropriate marital conduct are sustained by the proof; therefore the Court finds that the Wife should be granted a divorce on the grounds of inappropriate marital conduct.

IT IS THEREFORE, ORDERED, ADJUDGED, AND DECREED by the Court as follows:

1. That the wife, Silvia P. Lewis Wren, is hereby granted an absolute divorce from husband, Roderick Deisom Wren, on the grounds of inappropriate marital conduct pursuant to T.C.A. Section 36-4-101(11).
2. That the wife, Silvia P. Lewis Wren, shall be awarded all title and interest to the real property located at 1306 Stainback Avenue, Nashville, Tennessee, 37207, more particularly described as follows:

Being Lot Nos. 123 and 124 on the Plan of the highland Land Company Subdivision, of record in Plat Book 421, Page 14, Register's Office for Davidson County, Tennessee, to which plan reference is here made for a more complete and accurate description.

Being the same property conveyed to Colleen Barrett by deed of record in Deed Book 9934, Page 509, Register's Office for Davidson County, Tennessee.

Subject to all matters shown on the above referenced plat and to restrictions of record.

Any interest therein that the Husband may have by virtue of the marriage of the parties is divested from him and revested in the Wife.

3. That the wife be awarded any and all personal property in her present possession free and clear of any interest that Husband may have by virtue of the marriage of the parties.
4. That the Wife be restored to her maiden name, Silvia P. Lewis.
5. That custody of the minor child born of this marriage, Giada Mikaela Wren, shall be granted to Plaintiff/Wife and all issues regarding visitation, custody and decisions for the rearing of the child shall be governed by the Parenting Plan attached hereto in the next thirteen (13) pages which is hereby incorporated, as if set forth fully and verbatim, and are made the order of the Court:

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

FILED
02 MAY -3 PM 4:00
RICHARD R. ROOKER, CLERK
D.C.

SILVIA P. LEWIS WREN MOTHER	)	Case No. 02-D-338 PARENTING PLAN [X] Proposed (PPP) [ ] Temporary (TPT) [ ] Final Order (FPP)
RODERICK DELSOM WREN FATHER	)	

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 MOTHER.

I. GENERAL INFORMATION

This parenting plan applies to the following child:

Name	Birthdate	Social Security No.
GIADA MIKAELA WREN	JULY 4, 200	[redacted]-0875

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 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:_____ 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: _____

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 the following days and times when the child will reside with or be with the other parent:

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

[X] other: To be determined based on father's transition into society (currently incarcerated). Note that father has a history of aggravated violence towards mother as well as gun and narcotics offenses. As such, mother is not comfortable allowing child to visit with father until such time as he has exhibited a change in lifestyle.

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
[X] other: **One night per week supervised visitation.**

[ ] The school schedule will start when each child begins
[X] kindergarten [ ] first grade [ ]other: _____

2.3 SCHEDULE FOR WINTER/CHRISTMAS 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:
To be determined upon father's exhibition of responsible and safe lifestyle.

2.4 SCHEDULE FOR SPRING VACATION.

Alternate or split as per agreement

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:

2.5 SUMMER SCHEDULE.

Upon completion of the school year, child shall reside with the [X] mother [ ] father, except for the following days and times when child will reside with or be with the other parent:

[X] Same as school year schedule.
[ ] One week every month
[ ] Two weeks every month
[ ] One month beginning _____
[ ] _____ weeks during summer, starting _____.
[X] Other: **To be determined upon father's exhibition of responsible and safe lifestyle.**

During the above summer schedule, the other parent shall have time with the child as follows: N/A

2.6 SCHEDULE FOR HOLIDAYS.

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

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

X = Parent who has week-end, see below

[ ] 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

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

[ ] Other:

2.7 SCHEDULE FOR SPECIAL OCCASIONS.

The residential schedule for the child(ren) 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
Child's Birthday	Every	Shared

[X] Other: Based on father exhibiting responsible and safe lifestyle

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.

[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 functions 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.

2.10 TRANSPORTATION ARRANGEMENTS.

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

as follows:
Pick-up at mother's home or at school, redeliver to mother's home

2.11 DESIGNATION OF CUSTODIAN.

The child named in this parenting plan is 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 require 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 ~~21% of his income, beginning immediately~~ . child support will be set commencing Aug 1, 2002 at 40.00 per week this Circuit Court Clerk + 5% Com. This amount shall not be prorated unless otherwise specified. ~~Child support payments~~

[ ] A wage assignment shall issue (by separate order to be presented by counsel) to _____, the employer of _____, for the ongoing child support.

[ ] Other provisions for financial support:

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

[ ] Other provisions regarding tax deduction:
[redacted] MTC

3.3 HEALTH INSURANCE.

[ ] The [ ] mother [X] father will maintain medical/hospital insurance on the minor child and he/she shall provide proof of continuing coverage by February 15th of each year.

[ ] Uncovered medicals, including deductibles, if any, will be
[ ] borne by the _____
[X] divided equally by the parties
[ ] _____

3.4 LIFE INSURANCE.

[ ] 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 beneficiary of the coverage required by the Court. The choice of the secondary beneficiary is up to the policy owner(s).

[X] Other provisions regarding life insurance:

Mother shall be trustee beneficiary for child - No restrictions.

3.5 DENTAL/ORTHODONTIC CARE

[ ] The [ ] mother [X] father will maintain dental/orthodontics care on the minor child. Uncovered dental/orthodontic expenses will be borne by [ ] mother [X] father [ ] divided equally by the parties.

[ ] Other provisions for dental/orthodontic care: **Eight 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
_____	[ ] 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:

[ ] 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 [X] written request [ ] 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.

[ ] 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.

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.

[X] (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.

Silvia Pleasant Wren
Mother

5/3/02 Nashville TN
Date and Place of Signature

Father

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 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: 6-18-02

Judge

Presented by:

_____
Signature

_____
Print or Type Name

_____
Signature

_____
Print or Type Name

Mediation Services provided by:

(Name) _____

(Address) _____

_____

(Phone) _____

6. That the costs of this cause shall be assessed against the Husband, Roderick Deisom Wren, for which execution may issue without further process.

ENTERED, this 27th day of June, 2002.

MURIEL ROBINSON, JUDGE

FOR ENTRY:

SMITH, HIRSCH, BLACKSHEAR & HARRIS, PLC

BY

Loren E. Mulraine (21237)
One Vantage Way, Suite B-105
Nashville, Tennessee 37228
615.242.5003
Attorneys for Plaintiff/Wife

CERTIFICATE OF SERVICE

I certify that a true and accurate copy of this Final Decree of Divorce has been served upon the defendant, Roderick Deisom Wren, Pro Se, by mailing said copy first-class, U.S. Mail, postage prepaid, to Roderick D. Wren (0140931), 448 2nd Avenue, North, Nashville, Tennessee, 37201, on this 20th day of June 2002.

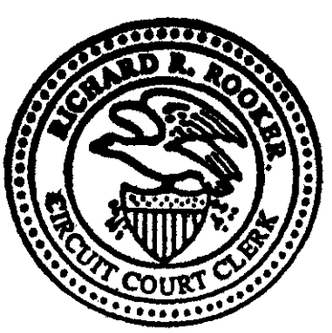
LOREN E. MULRAINE

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 27 day of JUNE , 2002 , in the Case Number 02D338 between WREN, SILIVIA P LEWIS Plaintiff, and WREN, RODERICK DEISOM Defendant, as same remains of record in Vol. 4302 , Page 793655 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 26 day of AUGUST in the year two thousand five and in the 229th year of American Independence.

SEAL



RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk