FILED

IN THE EIGHTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2006 JUN 20 PM 1:24

RICHARD R. ROOKER, CLERK

CHRISTOPHER ALLEN STOVALL,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**Docket No. 05D-4251** D.C.
	)	**NOTICE OF ENTRY REQUESTED**
LAURA ELIZABETH STOVALL,	)	
	)	
Defendant.	)	

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 19th day of June, 2006, before the Honorable Carol Soloman, Judge of the Eighth Circuit Court for Davidson County, Tennessee, upon the original Complaint for Divorce filed herein, Parenting Plan and Marital Dissolution Agreement submitted to the Court for approval, testimony of the Plaintiff in open Court, and statement of counsel, from all of which the Court finds as follows:

That this cause was filed on November 18, 2005, and has been pending for more than ninety (90) days.

That there exist between the parties such irreconcilable differences as render a further continuation of the marriage impractical and impossible.

That the Permanent Parenting Plan submitted for approval is in the best interest of the parties and their minor children and makes adequate provisions for the support, maintenance and parenting of the minor children and should be approved and made the Order of this Court.

That the Marital Dissolution Agreement submitted to the Court for approval is fair and equitable and should be approved and made the judgment of this Court.

It is therefore **ORDERED, ADJUDGED AND DECREED** that the Plaintiff Christopher Allen Stovall is hereby awarded an absolute divorce on the grounds of irreconcilable differences and

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both parties are hereby restored to all the rights and privileges of unmarried persons.

It is further **ORDERED, ADJUDGED AND DECREED** that the Permanent Parenting Plan and Marital Dissolution Agreement submitted to the Court for approval are hereby approved and made the Order of this Court and are in words and figures as follows:

IN THE EIGHTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CHRISTOPHER ALLEN STOVALL,	)	2006 APR 24 PM 4:21
	)	
Plaintiff,	)	
	)	
vs.	)	**Docket No. 05D-4251**
	)	
LAURA ELIZABETH STOVALL,	)	
	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into on this the 19TH day of APRIL, 2006, by and between **CHRISTOPHER ALLEN STOVALL** (hereinafter referred to as "Husband") and **LAURA ELIZABETH STOVALL** (hereinafter referred to as "Wife") subject to the following premises, terms and conditions:

WITNESSETH:

THAT WHEREAS the parties are man and wife and, as a consequence of certain irreconcilable differences that have arisen between the parties, a petition for absolute divorce has been filed, and whereas the parties are desirous of settling the disposition of their property, custody, and support rights subject to the approval of the Court;

THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the parties hereto agree, covenant and bind themselves as follows:

1. **DIVORCE:** The Husband shall proceed to trial and obtain a divorce on the grounds of irreconcilable differences. This Marital Dissolution Agreement shall be submitted to the Court for approval and, if approved, be made part of the Court's Final Decree of Divorce.

2. **VENUE AND SERVICE OF PROCESS:** Each of the parties hereby acknowledges

that a divorce action is pending under the above-style and docket number in the Eighth Circuit Court for Davidson County, Tennessee. The parties waive further service of process. Each of the parties hereby submits his or her person and property to the jurisdiction of this Court. Further, the parties acknowledge that the Husband is represented by attorney Phillip Robinson and the Wife is represented by attorney Cathy C. Speers.

3. **CUSTODY/VISITATION/CHILD SUPPORT:** The parties have entered into a Parenting Plan resolving all issues pertaining to the custody, support and maintenance of the minor children attached hereto and incorporated herein by reference.

4. **MARITAL RESIDENCE:** The parties own a marital residence located at 178 Woodmont Boulevard, Nashville, Tennessee 37205 and more particularly described as follows:

> BEING Lot No. 110 on the Plan of Kenner Manor as of record in Plat Book 421, page 100, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.
>
> BEING the same property conveyed to Christopher Stovall and wife, Laura Stovall, by deed from William Hollands, Jr. of record in Book 11491, Page 174, Register's Office for Davidson County, Tennessee.
>
> This is improved property known as 178 Woodmont Boulevard, Nashville, Tennessee 37205.

Except as set forth below, all right, title and interest in and to the above-described real property is hereby awarded to the Wife and the Husband is divested of any right, title or interest therein and all interest shall vest solely in the Wife. The Wife shall be responsible for the outstanding indebtedness on said property including mortgage, taxes, insurance, utilities and maintenance and shall indemnify and hold the Husband harmless thereon. The Husband shall execute a Quitclaim Deed transferring his interest to the Wife subject to the lien described below. The Wife has

previously refinanced this property into her name solely and shall immediately take steps to transfer the utilities at the marital residence into her name only.

5. **JUDGMENT/LIEN:** In recognition of the Husband's marital interest in the above-described real property, the Wife shall pay to the Husband the sum of $115,000.00. The Husband is awarded a judgment against the Wife in said amount which judgment shall be paid as follows:

$50,000.00 to be paid upon the execution of this Marital Dissolution Agreement
$12,500.00 due September 1, 2006
$12,500.00 due March 1, 2007
$12,500.00 due September 1, 2007
$12,500.00 due March 1, 2008
$15,000.00 due September 1, 2008

In the event the Wife fails to timely make any of the aforesaid payments as ordered, or the Wife sells the property, or said property ceases to be the primary residence of the Wife and the parties' minor children, the remaining unpaid balance shall immediately become due and owing. In the event of any of the foregoing contingencies, the property shall immediately be sold and after paying the cost of the sale and the mortgage thereon, the remaining balance owed to the Husband shall be satisfied from the proceeds. Any remaining proceeds shall be paid to the Wife. The aforesaid judgment in favor of the Husband against the Wife shall accrue no interest except for any unpaid balance remaining after the due date or after any of the above occurrences at which time interest shall accrue at ten percent (10%) per annum.

To secure the aforesaid indebtedness, the Husband is awarded a judgment lien against the above-described property in the amount of $65,000.00 ($115,000.00 less the $50,000.00 due upon the execution of this agreement). Upon payment of said indebtedness, the Husband shall deliver to the Wife an executed release of lien evidencing satisfaction thereof.

6. **AUTOMOBILES:** The Wife is awarded the 2001 BMW X5 now in her possession free and clear of any claim of the Husband and the Husband is divested of any right, title or interest therein and all interest shall vest solely in the Wife. The Wife shall refinance said vehicle within ninety (90) days from the entry of the Final Decree of Divorce removing the Husband from any liability thereon and the Wife shall be responsible for all indebtedness associated with said vehicle and shall indemnify and hold the Husband harmless thereon. In the event the Wife fails to make any payment on said vehicle when due, or is for any reason unable to refinance the vehicle in the time set forth herein, said vehicle shall immediately be sold and the proceeds therefrom, after satisfying the indebtedness on the vehicle, shall be paid to the Wife. The Husband may at his option pay any late payment to protect his credit and he shall be reimbursed from the proceeds of the sale of the vehicle. In the event there is a deficiency owed after the vehicle is sold, the Wife shall be responsible for same and shall hold the Husband harmless thereon.

The Husband is awarded the 2004 Ford Expedition now in his possession free and clear of any claim of the Wife and the Wife is divested of any right, title or interest therein and all interest shall vest solely in the Husband. The parties acknowledge that the Husband has refinanced said vehicle placing same into his name only and the Husband shall be responsible for any indebtedness associated with said vehicle and shall indemnify and hold the Wife harmless thereon.

Each of the parties shall execute any and all necessary documents to transfer the ownership of said vehicles including titles or other similar documents. Further, the parties shall be responsible for seeing that the vehicle awarded to him or her above is properly insured and shall indemnify and hold the other party harmless from any liability thereon.

7. **HOUSEHOLD FURNITURE, FURNISHINGS AND APPLIANCES:** The parties

have previously divided all items of household furniture, furnishings and appliances and each party is awarded all items of household furniture, furnishings and appliances currently in his or her possession free and clear of any claim of the other party.

8. **BANK ACCOUNTS:** Each of the parties is hereby awarded the contents of any checking or savings account listed in his or her name individually free and clear of any claim of the other party. The parties' joint checking account at Regions Bank shall be closed and the proceeds in said account shall be applied to the Wife's first payment to the Husband for his equity in the marital residence as set forth in Section 5 of this agreement. The parties acknowledge that there are no other joint bank accounts.

9. **RETIREMENT:** The Husband shall be awarded his Fidelity IRA account and his USAA IRA account free and clear of any claim of the Wife and the Wife is divested of any interest therein.

The Wife is awarded her Johnson & Johnson retirement plan, her Novartis retirement plan with Fidelity and her Serono retirement plan with USAA all free and clear of any claim of the Husband and the Husband is divested of any interest therein.

Each of the parties hereby specifically waives any survivor benefits in any retirement, pension or deferred compensation plan awarded to the other and agrees to execute any and all documents which may be necessary to waive same. The parties acknowledge that they have no other retirement or deferred compensation plan.

10. **INVESTMENT ACCOUNT:** The Husband is awarded his USAA investment account #4265 with an approximate balance of $1,300.00 free and clear of any claim of the Wife and the Wife is divested of any right, title or interest therein and all interest shall vest solely in the

Husband. The Wife shall execute any documents necessary to transfer this account into the name of the Husband solely.

11. **STOCK:** The Wife is awarded the shares of Eastman Kodak Company Stock now in her possession free and clear of any claim of the Husband and the Husband is divested of any right, title or interest therein and all interest shall vest solely in the Wife.

12. **BUSINESS INTEREST:** The Husband is awarded all right, title and interest in and to his interest in Business Tennessee Magazine free and clear of any claim of the Wife and the Wife is divested of any right, title or interest therein and all interest shall vest solely in the Husband.

13. **DEBTS AND OBLIGATIONS:** In addition to the mortgage on the marital residence, the parties have the following joint debts: USAA Visa with an approximate balance of $3,700.00 and Wachovia Visa with an approximate balance of $18,600.00. The parties shall each pay fifty percent (50%) of the total balance of said debts. Both accounts shall immediately be closed and until the accounts are closed, neither party shall make any additional charges on either account.

On or before the entry of the Final Decree of Divorce, each of the parties shall secure a credit card in his or her name individually and the Husband shall transfer the balance owed on the USAA Visa account onto said card and so much of the outstanding balance owed on the Wachovia Visa account to equal fifty percent (50%) of the total indebtedness on both cards. The Wife shall transfer the balance of the Wachovia Visa onto the card in her name solely. Each party shall thereafter be responsible for paying the indebtedness on his or her credit card and shall indemnify and hold the other party harmless thereon. Except as set forth above, the parties acknowledge that there are no other joint debts and each shall be responsible for paying any other obligation listed in his or her name individually and shall indemnify and hold the other party harmless thereon.

14. **2005 INCOME TAX RETURN:** The parties shall file a joint Federal Income Tax Return for the tax year 2005. The parties shall equally divide any refund resulting from said filing and, in the event of a deficiency, each of the parties shall be responsible for paying one-half of any tax, penalty or interest owed.

15. **PRIOR TAX FILINGS:** The parties agree to assume joint and equal responsibility for any claims, assessments, and liabilities of any nature arising from or relating to any taxes assessed in connection with all income tax returns, gift tax returns, and other tax returns of any kind or nature which have been filed jointly by the parties with any taxing authority during the marriage.

16. **ALIMONY:** Neither party shall pay spousal support to the other.

17. **MAJOR MEDICAL INSURANCE:** Each of the parties shall be responsible for securing and maintaining his or her own major medical and hospitalization insurance.

18. **PERSONAL PROPERTY:** Each of the parties is hereby awarded his or her own jewelry, clothing, books, documents and other similar items of personalty.

19. **ATTORNEY'S FEES AND COURT COSTS:** Each of the parties shall be responsible for his or her own attorney's fees and shall equally divide the court costs in this cause for which execution may issue, if necessary.

20. **FULL DISCLOSURE:** Each of the parties acknowledges that he or she has made a full disclosure of all marital and separate assets and that there are no other marital assets not addressed under the terms of this Agreement, including but not limited to, retirement accounts, IRA accounts, investment accounts or bank accounts. In the event that one party discovers that the other has failed to disclose additional assets which are considered by a Court of competent jurisdiction to be marital property, then in that event, upon Petition of either party, said assets shall be divided

equally between the parties. Further, the petitioning party shall be entitled to recover his or her attorney's fees and discretionary costs incurred in securing his or her share of the asset not disclosed by the other party.

21. **MISCELLANEOUS PROVISIONS:**

(A Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability therefore, it is the intention of the parties that such obligation shall be deemed to be a support obligation under 11 U.S.C. 523(5) and shall not be dischargeable in bankruptcy as to the other party.

(B) In the event a creditor of either party makes a claim against the other party, which is upheld by a Court of competent jurisdiction, to pay any debts for which that party is not responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover from the responsible party the amount of any payment he or she makes, including interest and expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

(C) In the event it becomes reasonably necessary for either party to institute legal proceedings to procure enforcement of any provisions of this Agreement, he or she will also be entitled to judgment for reasonable expenses, including attorney's fees, incurred in prosecuting said action.

(D) It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in **The Circuit Court for Davidson County, Tennessee** and submitted to the Court for ratification and incorporation into the Final Decree between the

parties.

(E) It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto and shall constitute a discharge from all claims arising out of their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other all rights and claims which each may have or hereafter acquire under law of any jurisdiction with respect to the other's property, including without limitation, dower, curtesy, statutory allowance, homestead, descent or distribution, or right to act as administrator or executor of the other's estate except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

(F) This Agreement shall be binding upon and inure to the benefit of the parties hereto. their personal representatives, heirs, and assigns.

(G) The parties acknowledge that there are no assets owned by them, either jointly or individually, and that they have no interest in any assets which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made full disclosure to each other of all assets in which they have any interest.

(H) It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

(I) This Agreement contains the entire understanding of the parties. There are no

representations, warranties, or promises other than those expressly set forth herein.

(J) In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid provisions shall not affect the other provisions of this Agreement, said provisions being severable.

(K) It is understood and agreed between the parties that, as a part of the consideration for the execution of this Agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

(L) This Agreement may be altered, amended, or canceled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

(M) The Husband and Wife acknowledge that, to the best of their knowledge, they have no outstanding indebtedness other than that specifically set out herein. However, in the event that any other indebtedness exists, whoever incurred such indebtedness shall be responsible for payment. Each party covenants with the other that, from the date of the divorce, neither will contract any indebtedness upon the credit of the other and that if either shall be compelled to pay future debt of the other, then the party of whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal services.

(N) Both parties acknowledge that neither of them are relying upon any tax advice from their respective attorneys and that said attorneys have expressed no expertise regarding tax ramifications or tax consequences arising out of this Agreement. Each of the parties have been advised by their attorneys to seek tax counseling regarding the consequences of this Agreement from their own accountant or tax attorney and each of the parties acknowledge that they have had an opportunity to do so.

BOTH PARTIES understand that this Agreement is subject to the approval of the Court in the event a divorce is granted to either party herein, and if approved by the Court shall be incorporated into the Final Decree of Divorce should the Court see fit to grant a divorce. Further, this Agreement shall operate as a full and final settlement of any and all claims or demands arising out of the marital relationship now existing between the parties, which either party may now have or which might accrue to the other in the future. However, in the event that a divorce is not granted to either party or the parties reconcile, this Agreement shall be of no force and effect. If approved by the Court, the said Agreement is a full, final and complete settlement of all property and support rights as between the parties, and the same is entered into without any collusion between the parties, but solely of their own free will and accord.

CHRISTOPHER ALLEN STOVALL

Laura Elizabeth Stovall
LAURA ELIZABETH STOVALL

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the above County and State, the above-named **Christopher Allen Stovall,** with whom I am personally acquainted and who executed the foregoing document for the above-described purposes on this the 19 day of April, 2006.

Heather Carpenter
Notary Public

My Commission Expires: July 19 2008

HEATHER CARPENTER
STATE OF TENNESSEE NOTARY PUBLIC

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the above County and State, the above-named **Laura Elizabeth Stovall,** with whom I am personally acquainted and who executed the foregoing document for the above-described purposes on this the 19 day of April, 2006.

Heather Carpenter
Notary Public

My Commission Expires: July 19 2008



STATE OF TENNESSEE	EIGHTH CIRCUIT COURT	DAVIDSON COUNTY

FILED
2006 JUN 20 PM 1:24
R. ROOKER, CLERK
D.C.

PERMANENT PARENTING PLAN ORDER **Proposed by the parties**	DOCKET NO. 05D-4251
CHRISTOPHER ALLEN STOVALL **Plaintiff/Father**	**LAURA ELIZABETH STOVALL** **Defendant/Mother**

The Mother and Father will behave with each other and the children so as to provide a loving, stable, consistent and nurturing relationship with the children even though they are divorced. 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 to be comfortable in both families.

This plan is a Permanent Parenting Plan.

This Parenting Plan applies to the following children:

Name	Date of Birth
Hannah Elizabeth Stovall	08/25/97
Henry Christopher Stovall	02/02/00
Ava Grace Stovall	09/12/02

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The children are scheduled to reside with each of the parties on an equal basis.

Under the following schedule, each parent will spend approximately the following number of days with the children:

Mother: 182.5 days Father: 182.5 days

B. DAY-TO-DAY SCHEDULE

The parties shall alternate possession of the child week to week with the non-possessory parent picking up the children from school on Monday afternoon or at 4:00 p.m. from the other parent if school is not in session.

C. HOLIDAY SCHEDULE AND OTHER SCHOOL-FREE HOLIDAYS

Major Holidays. In odd-numbered years, the Mother shall have the minor children for Martin Luther King Day, Easter Sunday (unless it is combined with Spring Break), Memorial Day and Labor Day and the Father shall have the children for Presidents' Day, Fourth of July and Thanksgiving weekend (Wednesday evening at 6:00 p.m. until Sunday evening at 6:00 p.m.) This schedule shall reverse in even-numbered years. Except for Thanksgiving, the foregoing holidays shall commence at 6:00 p.m. the evening before the holiday and end at 6:00 p.m. the day of the holiday.

Mother's/Father's Day. The Mother shall have the children every Mother's Day from 6:00 p.m. the evening before Mother's Day until 6:00 p.m. on Mother's Day and the Father shall have the minor children every Father's Day from 6:00 p.m. the evening before Father's Day until 6:00 p.m. the evening of Father's Day.

Parents' Birthdays. The Mother shall have the minor children on her birthday each year and the Father shall have the children on his birthday each year with exact times to be agreed upon between the parties.

Other Holidays. Each of the parties shall have access to the minor children on Valentine's Day, Halloween and the children's birthdays each year with exact times to be agreed upon between the parties.

D. WINTER (CHRISTMAS) VACATION

In odd-numbered years, the Mother shall have the minor children from 6:00 p.m. the day the children are released from school for the Christmas holidays until 12:00 noon on Christmas Day and the Father shall have the minor children from 12:00 noon on Christmas Day until 6:00 p.m. the day before school recommences. This schedule shall reverse in even-numbered years.

E. SPRING BREAK

In even-numbered years, the Mother shall have the minor children from 6:00 p.m. the day the children are released from school for Spring Break until 6:00 p.m. the evening before school recommences. The Father shall have the foregoing Spring Break in odd-numbered years.

F. SUMMER VACATION

Unless otherwise agreed, the day to day schedule set forth in Section I (B) shall remain in effect throughout the summer. However, either party can travel with the children during his/her designated summer weeks.

G. PRIORITIES

For the purposes of this Parenting Plan, the uninterrupted summer visitation with the minor children, the specific holidays and special occasions listed above shall take precedence over the School Schedule set forth above.

H. FLEXIBILITY

The parties shall attempt to be flexible with one another taking into consideration the work schedule of the other party and the school and extracurricular activities of the children. The parties may, by agreement, deviate from the residential schedule set forth herein. In the event the parties are unable to agree on a deviation, they shall strictly abide by the terms of this Parenting Plan.

I. TRANSPORTATION ARRANGEMENTS

The non-possessory parent shall be responsible for picking up the children from the possessory parent. The party exercising holiday visitation shall pick the children up for said visitation and return them to the other party's residence at the conclusion of the visitation as the case may be. The pickup and delivery of the minor children shall be timely in accordance with the provisions of this Parenting Plan.

If the transporting parent does not possess a valid driver's license, he or she must make reasonable transportation arrangements to protect the children while in the care of that parent.

J. OTHER

a. Each parent shall notify the other of their current address and telephone number and shall immediately advise the other of any change in same.

b. In the event that either parent takes the children out of town for vacation, that parent shall notify the other parent in advance and provide the other with an address and telephone number where the children can be reached in the event of an emergency.

c. Each of the parents shall have telephone access to the children while they are in the possession of the other parent provided such telephone contact is reasonable in terms of time of day, number of calls and duration of calls.

d. The parties shall not make derogatory comments about the other parent in the

presence of the minor children nor allow any third parties to do so. Further, they shall not attempt to alienate the affections of the minor children from the other parent nor allow any third parties to do so.

e. Neither party shall have overnight companions with whom they are romantically involved in the presence of the minor children in inappropriate circumstances.

f. Each party shall give the other the other the right of first refusal with adequate notice and response time before hiring a caregiver whenever there is a two hour or more block of time when he or she cannot be with the children during his or her residential week excluding 1) typical extensions of the Monday through Friday workday paid caregiver schedule; 2) typical play dates with their friends; 3) extracurricular activities; and 4) time with relatives.

g. Both parties will have the option to pick the children up from school on their non-residential weeks and spend time with them until the other parent returns home from work provided each parent gives the other adequate notice of their desire to do so for childcare planning purposes and to avoid scheduling complications.

h. Both parties will be reliable in their non-residential week caregiver capacity and respectfully honor their obligations during these times assuming the responsibility to provide childcare during these planned times in the event that they are unable to care for the children themselves. If either party proves to be unreliable in this capacity, they will forfeit the right of first refusal.

II. DECISION MAKING

A. DAY-TO-DAY DECISIONS

Each parent shall make decisions regarding the day-to-day care of the children while the children are residing with that parent, including any emergency decisions affecting the health or safety of the children.

B. MAJOR DECISIONS

The parties agree that they shall jointly make all major decisions related to religion, education, non-emergency medical treatment and extracurricular activities.

III. FINANCIAL SUPPORT

A. CHILD SUPPORT

The Father's gross monthly income is $8,750.00
The Mother's gross monthly income is $10,833.33

The parties shall share possession of the minor children on an equal basis. Based on the incomes of the parties and the Tennessee State Child Support Guidelines, the Mother shall pay child

support in the amount of $0.00 per month, commencing the 1st day of the month immediately following the entry of a Final Decree of Divorce, and the 1st day of each month thereafter, directly to the Father, pending further Orders of the Court. A copy of the Child Support Worksheet is attached to this Order as an Exhibit.

The parties agree to share equally all education and extracurricular activity-related decisions and resulting costs.

No action by either or both of the parties shall be effective to reduce child support after the due date of each payment. Further, court approval must be obtained before child support can be reduced or modified unless such payments are automatically reduced or modified under the terms of this Parenting Plan.

B. FEDERAL INCOME TAX EXEMPTION

The Mother shall claim the minor child, Hannah Elizabeth, and the Father shall claim the minor child, Henry Christopher, as an exemption for Federal Income Tax purposes each year. The parties shall alternate the exemption on their youngest child, Ava Grace, each year with the Mother claiming the child in odd-numbered years and the Father claiming her in even-numbered years.

Once Hannah Elizabeth can no longer be claimed as an exemption, the Father shall claim the minor child, Henry Christopher, and the Mother shall claim Ava Grace. When Henry Christopher can no longer be claimed as an exemption, the Father shall claim Ava Grace in even-numbered years and the Mother shall claim Ava Grace in odd-numbered years.

Each party shall furnish the other with the required IRS Form 8332 to enable the other party to claim the children as set forth above.

C. PROOF OF INCOME AND WORK-RELATED CHILDCARE EXPENSES

Each parent shall send proof of income to the other parent for the prior calendar year as follows:

- IRS Forms W-2 and 1099 shall be sent to the other parent on or before February 15th.
- A copy of his or her Federal Income Tax Return shall be sent to the other party on or before April 15th or any later date when it is due because of an extension of time for filing.

The parent paying work-related childcare expenses shall send proof of expenses to the other parent for the prior calendar year and an estimate for the next calendar year on or before February 15th.

D. HEALTH AND DENTAL INSURANCE

Each party shall cover the parties' minor children with major medical and dental insurance through their respective employers and the Father's insurance shall serve as the primary insurance and the Mother's shall serve as the secondary insurance. Further, the parties shall divide any copays or medical expenses not paid by the major medical insurance including deductibles, routine physicals, pharmaceuticals, or ophthalmological expenses including the cost of eyeglasses and contact lenses on a *pro rata* basis with the Father paying forty-five percent (45%) and the Mother paying fifty-five percent (55%). Either party incurring uncovered medical expenses shall forward proof to the other party who shall reimburse his or her *pro rata* share within ten (10) days.

In the event either party is for any reason no longer able to cover the children with medical and dental insurance through his or her employer, the other party will be responsible for providing insurance so long as it is available through his or her employer.

Proof of continuing coverage shall be furnished to the other party annually or as coverage changes. Each party shall authorize the other to consult with the insurance carrier regarding the coverage in effect.

E. LIFE INSURANCE

Each of the parties shall maintain a policy of insurance on his or her life with a face value of not less than $500,000.00 listing the other party as trustee beneficiary for the use and benefit of the parties' minor children. Upon the children reaching their majority, the parties may at their option discontinue said insurance. Each party shall provide the other with a copy of his or her policy and beneficiary designation thereon within sixty (60) days of the entry of the Final Decree of Divorce, and shall present evidence to the other that the policy is in effect by January 31st of each year.

IV. PRIMARY RESIDENTIAL PARENT (CUSTODIAN) FOR OTHER LEGAL PURPOSES

The children are scheduled to reside an equal amount of time with each parent. The Father is designated the primary residential parent also known as the custodian while the children are in his possession **SOLELY** for purposes of any other applicable state and federal laws in odd-numbered years and the Mother is designated the custodian of the children while the children are in her possession **SOLELY** for purposes of all other state and federal laws in even-numbered years. If the parents are listed in Section II as joint decision makers, then for purposes of obtaining health or other insurance, they shall be considered to be joint custodians. THIS DESIGNATION DOES NOT AFFECT EITHER PARENT'S RIGHTS OR RESPONSIBILITIES UNDER THIS PARENTING PLAN.

V. DISAGREEMENTS OR MODIFICATION OF PLAN

The parties agree that any dispute between the parties regarding the parenting of their minor children, the interpretation of this Parenting Plan or modification of same, except for financial support issues including child support, health and dental insurance, uncovered medical and dental expenses and life insurance shall be submitted to mediation by a neutral mediator chosen by the parties or chosen by the Court.

The cost of this process shall be assessed to the parties equally. The mediation process shall begin by notifying the other party by written request that they desire to mediate an unresolved issue.

In the dispute resolution process:

A. Preference shall be given to carrying out this Parenting Plan.
B. The parents shall use the process to resolve disputes relating to implementation of the Plan.
C. A written record shall be prepared of any agreement reached and it shall be provided to each parent.
D. If the Court finds that a parent willfully failed to appear without good reason, the Court, upon motion, may award attorney fees and financial sanctions to the prevailing parent.

VI. RIGHTS OF PARENTS

Under T.C.A. §36-6-101 of Tennessee law, both parents are entitled to the following rights:

(1) The right to unimpeded telephone conversations with the children at least twice each week at reasonable times and for reasonable durations;

(2) The right to send mail to the children which the other parent shall not open or censor;

(3) The right to receive notice and relevant information as soon as practical but within twenty-four (24) hours of any event of hospitalization, major illness, or death of a child;

(4) The right to receive directly from the children's school any school records customarily made available to parents. (The school may require a written request which includes a current mailing address and upon payment of reasonable costs of duplicating.) These include copies of the children's report cards, attendance records, names of teachers, class schedules, and standardized test scores;

(5) 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 treatment or health care. (The keeper of the records may require a written request which contains a

current mailing address and the payment of reasonable costs of duplication.) 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) The right to be free of unwarranted derogatory remarks made about the parent or his or her family by the other parent to the children or in the presence of the children;

(7) The right to be given at least forty-eight (48) hours notice, whenever possible, of all extracurricular activities, and the opportunity to participate or observe them. These include the following: school activities, athletic activities, church activities and other activities where 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 children for more than two (2) days, an itinerary including telephone numbers for use in the event of an emergency;

(9) The right of access and participation in education on the same basis that is provided to all parents. This includes the right of access to the children for lunch and other activities. However, participation or access must be reasonable and not interfere with day-to-day operations or with the children's educational performance.

VII. NOTICE REGARDING PARENTAL RELOCATION

The Tennessee statute (T.C.A. §36-6-108) which governs the notice to be given in connection with the relocation of a parent reads in pertinent part as follows:

If a parent who is spending intervals of time with the children desires to relocate outside the state or more than one hundred (100) miles from the other parent within the state, the relocating parent shall send a notice to the other parent at the other parent's last known address by registered or certified mail. Unless excused by the court for exigent circumstances, the notice shall be mailed not later than sixty (60) days prior to the move. The notice shall contain the following:

(1) Statement of intent to move;
(2) Location of proposed new residence;
(3) Reasons for proposed relocation; and
(4) Statement that the other parent may file a petition in opposition to the move within thirty (30) days of receipt of the notice.

VIII. PARENT EDUCATION CLASS

This requirement will be fulfilled by both parties within 60 days of this order.

Failure to attend the parent education class within 60 days of this order is punishable by contempt.

Under penalty of perjury, we declare that this plan has been proposed in good faith and is in the best interest of the minor children and that the statements herein and on the attached child support worksheets are true and correct.

Laura E. Stovall
Mother

4-19-06 Nashville, TN
Date and Place Signed

Father

4-19-06 Nashville, TN
Date and Place Signed

APPROVED FOR ENTRY:

Phillip Robinson, #3023
Attorney for Plaintiff/Father
Suite 2400, L&C Tower
401 Church Street
Nashville, Tennessee 37219
(615) 467-1801

Heather Lauerton
JULY 6 2008

STATE OF TENNESSEE NOTARY PUBLIC

Cathy C. Speers, #18580
Attorney for Defendant/Mother
STITES & HARBISON, PLLC
1800 Financial Center
424 Church Street
Nashville, Tennessee 37219-2376
(615) 782-2270

Note: The judge or chancellor may sign below or, instead, sign a Final Decree or a separate Order incorporating this plan.

COURT COSTS (If Applicable)

Court costs, if any, are taxed as follows:

It is so ORDERED this the 19 day of June, 2006.

JUDGE CAROL SOLOMAN

I hereby certify that this is a true copy of original instrument filed in my office this 1st day of March, 2007
RICHARD R. ROOKER Clerk
By Deputy Clerk

Form **LE061**

State of Tennessee - Department of Human Services
Child Support Worksheet

DRAFT - 3/9/2006 - 10 14 AM

FILED
2006 JUN 20 PM 1:24
RICHARD R. ROOKER, CLERK
D.C.

FILED
2006 APR 24 PM 4:22
RICHARD R. ROOKER, CLERK
D.C.

Part I. Identification

Indicate the status of each parent or caretaker by placing an "X" in the appropriate column

		PRP	ARP	SPLIT
Name of Mother:	Laura Elizabeth Stovall	X		
Name of Father:	Christopher Allen Stovall		X	
Name of non-parent Caretaker:				
DCSS case #:				
Court name:	05D-4251 Eighth Circuit Court Davidson County			

Name(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
Hannah Elizabeth Stovall	8/25/1997	182.5	182.5	
Henry Christopher Stovall	2/2/2000	182.5	182.5	
Ava Grace Stovall	9/12/2002	182.5	182.5	

Part II. Basic Support Obligation

✓ For clarity and consistency, use Column A for PRP information and Column B for ARP information
✓ For Split Parenting, use Column A for Mother's information and Column B for Father's information.

			Column A	Column B	Column C
	1	Monthly Gross Income	$ 10,833.33	$ 8,750.00	
	1a	Self-employment tax paid	-	-	
Use Credit Worksheet to calculate line items 1b - 1d	1b	Credit for pre-existing support orders	- 0.00	- 0.00	
	1c	Credit for in-home children	- 0.00	- 0.00	
	1d	Credit for not-in-home children	- 0.00	- 0.00	
	2	Adjusted Gross Income (AGI)	$ 10,833.33	$ 8,750.00	$ 19,583.33
	3	Percentage Share of Income (PI)	55%	45%	100%
	4	Basic Child Support Obligation (BCSO)			$ 2,356.00

Part III. Parents' Share of Support Obligation

Standard Parenting	5	Each parent's share of the BCSO	$ 1,295.80	$ 1,060.20	
Split Parenting	6a	Mother's obligation for children for whom father is the PRP	$ 0.00		
	6b	Father's obligation for children for whom mother is the PRP		$ 0.00	

Part IV. Parenting Time Adjustment

	7a	Number of days per calendar year with children supported by this order with whom the ARP spends 121 or more days per calendar year	182.5	182.5
	7b	Parenting time adjustment percentage	50%	50%
	8a	Number of days per calendar year with children supported by this order with whom the ARP spends 53 or fewer days per calendar year	0	0
	8b	Parenting time adjustment percentage	0%	0%
	9	Adjustment in ARP's support obligation for parenting time	$ (647.90)	$ (530.10)
	10	Each parent's share of the adjusted BCSO	$ 647.90	$ 530.10

Form **LE061**

State of Tennessee - Department of Human Services
Child Support Worksheet

DRAFT - 3/9/2006 10:14 AM

Part V. Additional Expenses

		Column A	Column B	Column C
11a	Children's portion of health insurance premium	$ 262.00	$	
11b	Work-related childcare (payroll deducted)	$	$	
11c	Work-related childcare (non-payroll deducted)	$	$	$ 0.00
11d	Total expenses	$ 262.00	$ 0.00	$ 262.00
12	Each parent's share of Additional Expenses	$ 144.10	$ 117.90	
13	Adjusted Support Obligation (ASO)	$ 792.00	$ 648.00	
14	Adjustment to ASO for payment of Additional Expenses	- 144.10	- 0.00	
15	Subtract line 14 from line 13. Enter remainder.	$ 647.90	$ 648.00	

Part VI. Presumptive Child Support / Modification of Current Support

		Obligation Column
16	Presumptive Child Support Order (PCSO) Use ARP's amount from Line 15.* * For split and 50/50 parenting situations enter the difference between the greater and smaller numbers from Line 15	$ 0.00
17a	Current child support order amount for the payor parent	$
17b	Amount required for significant variance to exist	$ 0.00
17c	Actual variance between current and presumptive child support orders	$ 0.00

Modification of Current Child Support Order

Part VII. Uninsured Medical Expenses, Deviations, Final Child Support Order

18	Uninsured medical expenses (Recurring):	$
19	Deviations (Specify):	$
20	Final Child Support Order	$ 0.00

Deviations must be substantiated by written findings in the Child Support Order

Comments, Calculations, or Rebuttals to Schedule

Place an "X" in the appropriate blank

Has the tribunal identified a parent as a low-income provider? Yes No

Preparer's Use Only

Name: Phillip R. Robinson Date: 3/9/2006

Title: Attorney at Law

IV-D Use Only

21a	Child Support Obligation	$ 0.00
21b	Medical Support Obligation	$ 0.00

It is further **ORDERED, ADJUDGED AND DECREED** that each of the parties shall be responsible for his or her own attorney's fees and shall equally divide the court costs in this cause for which let execution issue, if necessary.

This the 20th day of June, 2006.

JUDGE CAROL SOLOMAN

APPROVED FOR ENTRY:

Phillip Robinson, #3023
Attorney for Plaintiff
Suite 2400, L&C Tower
401 Church Street
Nashville, Tennessee 37219
(615) 467-1801

Cathy C. Speers, #18580
Attorney for Defendant
STITES & HARBISON, PLLC
1800 Financial Center
424 Church Street
Nashville, Tennessee 37219-2376
(615) 782-2270

SIGNATURE BY PHILLIP ROBINSON

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Decree of Divorce has been forwarded via U.S. Mail to Cathy C. Speers, Attorney for Defendant, STITES & HARBISON, PLLC, 1800 Financial Center, 424 Church Street, Nashville, Tennessee 37219-2376, on this the 19th. day of June, 2006.

Phillip Robinson

CHILD SUPPORT STATISTICAL INFORMATION

DOCKET NO. 05D-4251

FILED

FAILURE TO APPROPRIATELY UPDATE THIS INFORMATION OR GIVING FALSE INFORMATION COULD LEAD TO BEING CITED FOR CONTEMPT OF COURT OR HAVING A DEFAULT JUDGMENT ENTERED AGAINST YOU. *It is further ordered by the court that both parties update the following information with any changes within 10 days of the change to the CIRCUIT COURT CLERK.*

2006 JUN 20 PM 1:24

RICHARD R. ROOKER, CLERK

Father's Information

Full Name: STOVALL (Last) CHRISTOPHER (First) ALLEN (Middle)

SSN: [redacted]-0932

Residential Address: 178 WOODMONT BOULEVARD (# and Street) Apt. #

NASHVILLE (City) TN (State) 37205 (Zip Code)

Phone: ( )

Birthdate: 07/25/67

Birthplace:

Mailing Address: (if different from above) 4125 LEALAND (# and Street) Apt. #

NASHVILLE (City) TN (State) 37205 (Zip Code)

City: RICHMOND

State: VIRGINIA

Drivers License # 84707309

Employer's Name: NPC, INC.

Employer's Address: 2817 WESTEND AVENUE #216

NASHVILLE, TN 37203

Phone: (615) 843-8000

Gross Annual Income: $ 104,000

Health Insurance Company: BLUE CROSS BLUE SHIELD OF TN

Health Insurance Address:

Available through Employer?
(✓) Yes ( ) No

Cost to Employee (if any):
$

Mother's Information

Full Name: STOVALL (Last) LAURA (First) ELIZABETH (Middle)

SSN: [redacted]-1254

Residential Address: 178 WOODMONT BOULEVARD (# and Street) Apt. #

NASHVILLE (City) TN (State) 37205 (Zip Code)

Phone: ( )

Birthdate: 09/07/66

Birthplace:

Mailing Address: (if different from above) (# and Street) Apt. #

(City) (State) (Zip Code)

City: WEST PALM BEACH

State: FLORIDA

Drivers License #

Employer's Name: MEDICIS AESTHETICS

Employer's Address: 8125 NORTH HAYDEN ROAD

SCOTTSDALE, ARIZONA 85258

Phone: (615) 500-5024

Gross Annual Income: $ 120,000

Health Insurance Company: CAREMARK

Health Insurance Address:

Available through Employer?
( ) Yes ( ) No

Cost to Employee (if any)
$

Children's Information

(1) Child's Full Name: STOVALL (Last) HANNAH (First) ELIZABETH (Middle) SSN: [redacted] - 6786
Residential Address: 178 WOODMONT BOULEVARD Birthdate: 08 / 25 / 97
NASHVILLE, TN 37205

(2) Child's Full Name: STOVALL (Last) HENRY (First) CHRISTOPHER (Middle) SSN: [redacted] - 0083
Residential Address: 178 WOODMONT BOULEVARD Birthdate: 02 / 02 / 00
NASHVILLE, TN 37205

(3) Child's Full Name: STOVALL (Last) AVA (First) GRACE (Middle) SSN: [redacted] - 9032
Residential Address: 178 WOODMONT BOULEVARD Birthdate: 09 / 12 / 02
NASHVILLE, TN 37205

(4) Child's Full Name: _____ (Last) _____ (First) _____ (Middle) SSN: ___ - ___ - ___
Residential Address: _____ Birthdate: ___ / ___ / ___

CERTIFICATE OF SERVICE

DOCKET NO. 05D4251

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 21st day of June, 2006.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____
Deputy Clerk

Phillip Robinson, Esq.
Suite 2400, L & C Tower
401 Church Street
Nashville, Tennessee 37219

Cathy C. Speers, Esq.
Stites & Harbison, PLLC
1800 Financial Center
424 Church Street
Nashville, Tennessee 37219-2376

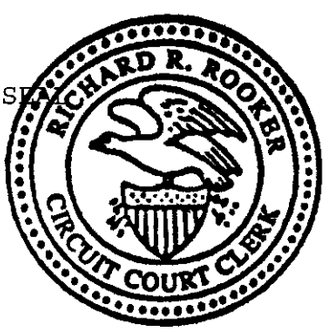
STATE OF TENNESSEE

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 20 day of JUNE , 2006 , in the Case Number 05D4251 between STOVALL, CHRISTOPHER ALLEN Plaintiff, and STOVALL, LAURA ELIZABETH Defendant, as same remains of record in 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 16 day of MARCH in the year two thousand seven and in the 230th year of American Independence.

RICHARD R. ROOKER, Clerk,

SEAL



By _____ Deputy Clerk