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Recvd: 09/06/07 15:06 31 pg
Fees:157.00 Taxes:0.00
20070906-0107253

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

2007 AUG 22 PM 4:22
RICHARD R. ROOKER, CLERK
D.C.

MICHAEL JASON WEST, **Plaintiff/Husband**	)	
v.	)	**NO. 07D-403**
STEPHANIE GAYLE JONES, **Defendant/Wife.**	)	

FINAL DECREE

This cause came on to be heard on this the **22nd** day of **August, 2007**, before the Honorable Judge Muriel Robinson, Fourth Circuit Court of Davidson County, Tennessee, on the Counter Complaint for Absolute Divorce filed by Wife, and with the cause proceeding to trial as an uncontested matter in view of a written, executed Marital Dissolution Agreement reached by and between the parties and exhibited to the Court; statement of counsel, statements by the parties, and the entire record in this cause, from all of which this Court is of the opinion and so finds as follows:

That from the testimony presented to the Court, it appears that the parties hereto have irreconcilable differences in their marriage; it is therefore

ORDERED, ADJUDGED AND DECREED, that the Defendant/Wife, Stephanie Gayle Jones, is hereby awarded an absolute divorce from the Plaintiff/Husband, Michael Jason West, on her counter-complaint for absolute divorce, and she is hereby restored to all the rights and privileges of an unmarried person. Husband's petition for divorce is withdrawn.

It further appears to the Court that the parties have entered into a written, executed Marital Dissolution Agreement and Permanent Parenting Plan, and the Court affirmatively finds therein the parties have made adequate and sufficient provisions by written agreement for the fair and equitable settlement of any property rights between them and child custody rights between them and that said

amount of child support is in accordance with the minimum amounts under the Tennessee Child Support Guidelines. Said Marital Dissolution Agreement and Permanent Parenting Plan are more specifically in words and figures as follows:

FILED

2007 AUG -2 PM 4:00

RICHARD R. ROOKER, CLERK

D.C.

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

MICHAEL JASON WEST, **Plaintiff/Husband**	)	
v.	)	**NO. 07D-403**
STEPHANIE GAYLE JONES, **Defendant/Wife.**	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT by and between the parties, **MICHAEL JASON WEST** (hereinafter referred to as "Husband") and **STEPHANIE GAYLE JONES** (hereinafter referred to as "Wife");

WHEREAS, the parties were married on August 26, 2000; and

WHEREAS, the parties have one (1) minor child born of this marriage; and

WHEREAS, certain differences and difficulties have arisen between the parties, and a divorce action has been instituted in the Fourth Circuit Court for Davidson County, Tennessee, under Docket No. 07D-403, and the parties have no expectation of renewing their marital relationship; and

WHEREAS, the parties having consequences of disputes and apparent irreconcilable differences wish to make arrangements in the connection with the dissolution of their marriage and to settle all property, and marital property and debts growing out of the marital relationship;

IT IS THEREFORE AGREED that for and in consideration of the mutual promises and premises herein contained the parties agree as follows:

EXHIBIT
A

1. **DIVORCE.** Wife shall be granted an absolute divorce on the grounds of irreconcilable differences from the Husband based on her countercomplaint and both parties shall be restored to all the rights and privileges of an unmarried person.

2. **PARENTING PLAN.** The parties are the parents of one (1) minor child, Zeta Anaya West, born September 10, 2004. Provisions for parenting time and support of the parties' child are contained in the Parenting Plan, which is **Exhibit A** hereto, and which has been signed by the parties. Each and every provision of said Parenting Plan shall be, and is hereby, incorporated herein by reference as if set forth verbatim.

3. **MARITAL HOME.** The marital home located at 1213 Fernbank Avenue, Madison, Davidson County, Tennessee, 37115 is awarded to the Wife, and Husband shall be divested of all his right, title and interest in such property and title is vested in the Wife. Husband shall sign a quitclaim deed, prepared by Wife's attorney, conveying his interest to Wife but such quitclaim shall not be recorded for five (5) years. Husband shall be solely responsible for the next sixty (60) months for the indebtedness on such real property to First Horizon Home for the first mortgage. Husband shall also pay the monthly amount due for all interest due for the next sixty (60) months on the equity line of credit to AmSouth Bank secured by this real property. He shall make all of these future payments to both lenders in a timely manner, holding Wife harmless from any further liability thereon. In the event Wife sells the marital home before the mortgage or equity line debts are paid as set out herein, Husband shall pay an amount equal to the remaining monthly payments directly to Wife or at his option may continue making said payments monthly directly to Wife until his obligation to pay is fulfilled as set forth herein for the sixty (60) months on the first mortgage and the equity line-of-credit loan. In the event Husband is late ~~in a payment~~ on two payments due under this paragraph, Husband shall pay any late charges due

on same and Wife shall immediately record the quitclaim deed and have a judgment against the Husband for the unpaid balance for which execution may issue. If it is possible and permissible under current Internal Revenue Service regulations, Husband shall be permitted to deduct interest and taxes on the mortgage and the equity line of credit on the recommendation of Tom Butchko.

4. **PERSONAL PROPERTY.** Each party shall retain their respective articles of clothing, jewelry and personal effects, free of any claim by the other party. The Wife shall receive the household property in the marital home except for those items listed on the attached **Exhibit B.** Husband shall remove these items from the marital home within forty-five (45) days. Husband shall within 15 days of signing this agreement have a walk through at the residence, when Husband can remove his remaining personal effects and memorabilia.

5. **VEHICLES.** All right, title and interest of Husband in and to the Toyota Sienna and the 1995 Mitsubishi Eclipse shall be, and is hereby, divested out of Husband and vested absolutely in Wife. The parties acknowledge that said vehicles are free and unencumbered. Wife shall assume sole and separate responsibility for paying any liabilities and other obligations relating to said vehicle and shall hold Husband harmless and indemnify him from any liability therefor.

6. **BANK ACCOUNTS.** All cash on hand, funds on deposit, and cash in demand deposit account(s) styled in the individual name of either party shall be the sole and separate property of the party in whose name each such party is styled, free and clear of any claim of the other party. Wife is awarded all bank accounts including SunTrust checking account ending in 6376 in her name and Husband is awarded all bank accounts in his name including Bank of

America account ending in 5800. Husband is awarded the Bank of America Savings Account ending in 2347/. Each party waives all claims to the account awarded to the other.

7. **LIFE INSURANCE.** Husband shall be awarded the term life insurance policy with Northwest Mutual Insurance Company. Husband may also, at his sole expense, obtain a life insurance policy on the Wife and name himself as beneficiary until the parties' daughter graduates from college. Wife will reasonably cooperate in obtaining this policy.

8. **HEALTH INSURANCE.** The parties stipulate that they have complied with the terms of *Tennessee Code Annotated*, § 56-7-2365, and that Husband has a group health insurance with Blue Cross/Blue Shield, and has advised Wife at least thirty (30) days prior to termination of coverage as a result of this divorce that she may continue COBRA coverage at an estimated monthly cost of $286.27 for medical and $23.49 for dental. Wife acknowledges receipt of the notice of these facts from the Husband. This notice was written, hand-delivered and/or sent certified mail. Husband agrees to cooperate in providing COBRA health insurance coverage for the Wife and shall pay the COBRA premium for no more than twenty-four (24) months or until Wife's death or remarriage or cohabitation or until Wife obtains employment that provides major medical and hospitalization insurance at which time the Husband's obligation to provide COBRA coverage shall cease. After 24 months, Wife may continue the Cobra coverage at her option and at her cost.

9. **WIFE'S INTELLECTUAL PROPERTY AND BUSINESS INTERESTS.** Wife shall receive any and all royalties from songs written before and during the marriage. Such songs are listed on the attached **Exhibit C**. Any right, title or interest Husband might have to any songs written or co-written by Wife prior to or during the parties' marriage, shall be, and are hereby, divested out of him and vested absolutely in Wife. Wife is also awarded all interest in

the businesses Texicana Entertainment, LLC and Baby Z, LLC, and Husband is divested of all right, title, and interest in such companies. Wife shall be solely responsible for all liabilities of said businesses, including the debt owed to Steve Gladstone for the creation of Texicana Entertainment, LLC and holding Husband harmless from any further liability thereon. Husband shall also transfer to the Wife all of the domain names and website which he has prepared in conjunction with her business interest and shall do so within thirty (30) days of execution of this Agreement. Husband shall also transfer to Wife all his ownership interest on her "Red" album and the "Live from the River"album, and Wife shall be responsible for the debt she owes to Randy Moore in the approximate amount of $10,766 for funds that she borrowed and will hold Husband harmless from same.

10. HUSBAND'S BUSINESS INTERESTS. Wife is divested of her right for her interest in any and all businesses, options, contracts, and choses in action of Husband or any businesses, including IO Studio LLC, owned in whole or in part by Husband. Wife is, thus, divested of all her right, title and interest to Husband's businesses, options, contracts, choses in action, and all title to any such businesses, options, contracts, and choses in action is vested solely in the Husband. Husband shall be solely responsible for all liabilities of said businesses, holding Wife harmless from any further liability thereon. In the event that Husband's interest in IO Studio, LLC is liquidated, redeemed, purchased etc for any reason, Husband agrees that he shall be obligated at the closing of such purchase, sale and/or dissolution of his interest to place in escrow with Wife's attorney a sum equal to one (1) year of alimony, one (1) year of Husband's obligation to pay child support hereunder from which her counsel shall pay those obligations as they come due and all these payments shall satisfy Husband's obligations to pay same as set out herein for that period of time, and Husband shall from those same proceeds pay

in full the remaining balance on the attorney fees he is obligated to pay Wife under paragraph 14 of this agreement.

11. VACANT LOT. Wife shall be awarded all of Husband's interest in the real property located at 1162 Travelers Ridge Drive, Nashville, Davidson County, Tennessee 37220. Husband is divested of all his right, title and interest in such property and Husband shall immediately sign a quitclaim deed conveying his interest to Wife. Wife shall assume sole and separate responsibility for paying all debts, liabilities, and obligations relating to said property, including monthly utilities and property taxes, and shall hold Husband harmless and indemnify him from any liability therefore. Counsel for Wife shall prepare the quitclaim deed for said real property Wife is receiving. The parties further agree that Wife's attorney, Helen S. Rogers, shall have a lien against said real estate for her attorney's fees and the Wife's expert witness fees in this case.

12. ALIMONY. Wife shall be awarded alimony in the amount of Seven Hundred Fifty Dollars ($750) per month, payable on the first day of each month for a period of thirty-six (36) months, commencing September 1, 2007 and on the first day of each month thereafter. Such alimony shall be taxable to the Wife and deductible to the Husband and terminable upon the death of the Husband or Wife or upon Wife's remarriage or cohabitation whichever is the first event to occur. Husband shall secure his obligation to the Wife to pay alimony by making her a beneficiary of Twenty-Five Thousand Dollars ($25,000) life insurance policy on his life. So long as such policy shall remain in effect, Wife shall have no claim against Husband's estate for alimony in the event of his death. In the event Husband is terminated from his current employment, the parties agree that that could constitute a material change of circumstance that

might impact alimony and/or child support and that without regard to Husband's fault he would be entitled to file a petition seeking modification of his alimony and/ or child support obligations.

13. MARITAL DEBT. Husband shall be solely responsible to pay the approximately Twenty-Three Thousand Dollars ($23,000) owed to Capital One VISA account ending in numbers 7569, and shall hold Wife harmless from any further liability thereon regarding such debt. Husband shall be solely responsible to pay all other charge cards that are in his separate name and hold Wife harmless from any further liability thereon regarding such debt. Wife shall be solely responsible to pay all charge cards that are in her separate name and hold Husband harmless from any further liability thereon regarding such debts. There are no other joint credit cards. The parties agree not to incur any new debt in the name of the other party, or in the joint names of the parties.

14. ATTORNEY'S FEES AND EXPERT FEES. The Husband shall pay his own attorney fees. Wife is represented by Helen S. Rogers, and Husband is represented by Dot Dobbins. Husband shall also pay Wife for Helen S. Rogers' remaining unpaid attorney fees of Fourteen Thousand Dollars ($14,000) to complete this divorce. Wife shall have a judgment of Fourteen Thousand Dollars ($14,000) against the Husband for those fees. No execution will issue so long as Husband pays at least Two Hundred Fifty Dollars ($250) per month beginning on September 15, 2007 and the 15th day of each month thereafter on that said judgment to Wife. Husband shall also pay the remaining cost for a business valuation to Kurt Myers of Five Thousand Nine Hundred Thirty-Seven dollars and Fifty cents ($5,937.50) within ninety (90) days.

15. **COURT AND MEDIATION COSTS.** The Husband shall pay the court costs associated with the pending divorce proceedings. Robert L. Jackson mediated this case and each party shall pay one-half (1/2) of his bill for said mediation.

16. **TORT CLAIMS.** The parties further agree that by executing this Marital Dissolution Agreement, they are releasing, discharging and forever barring any possible tort claims, which they may have against each other or any of their agents, representatives, employees, co-workers or partners, including those that could arise from contractual matters, which are negotiated in this Marital Dissolution Agreement. The parties understand that they are forever barred from raising any tort or civil claim, or tort or civil claim arising from any past, present or future claims, out of any matters which occurred in this marriage or which may have occurred in the process of this divorce action by Wife and her agents and representatives.

17. **REWARD POINTS.** The parties shall equally divide any travel reward points from credit card purchases, including the points on their Capital One travel card, the MBNA card or the Bank of America card. Within thirty (30) days of this Agreement, Husband shall execute those documents necessary to transfer these points to the Wife.

18. **PERMANENT INJUNCTION.** Each party and anyone acting on their behalf are permanently enjoined from intentionally contacting employers, vendors, clients, partners, and/or associates of the employer or business of the other party.

19. **INCOME TAX RETURN.**The parties agree to file a joint 2006 federal income tax return and will cooperate with their accountant to file the same. The parties will divide any tax liability based upon the percentage of their income earned and/or received. If a refund is realized from the joint 2006 tax return, said refund shall be divided equally between the parties. Each party agrees to assume sole and separate responsibility for paying any taxes, penalties

GENERAL PROVISIONS

20. Except as otherwise provided herein, Husband agrees that he shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by him and not otherwise listed in this MDA and further agrees to hold Wife harmless from any liability for such debts. Except as otherwise provided herein, Wife agrees that she shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by her and not otherwise listed in this MDA and further agrees to hold Husband harmless from any liability for such debts. Additionally, the parties agree that neither of them shall contract any indebtedness on the separate or joint credit of the other from and after the date of execution of this Agreement.

21. 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 debt for which such 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 any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

22. In the event it becomes reasonably necessary for either party to institute or defend legal proceedings relating to the enforcement of any provision of this Agreement, the prevailing party shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in connection with such proceedings.

23. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Fourth Circuit Court for Davidson County, Tennessee and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

prevailing party shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in connection with such proceedings.

23. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Fourth Circuit Court for Davidson County, Tennessee and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

24. 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 or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, 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 Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

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

26. 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 an interest. Should it develop that there were undisclosed assets, the party to whom the assets were not disclosed shall have a right to an equitable share of

same. This claim is specifically reserved to each party and is not discharged by the remaining terms of this Agreement.

27. Each party represents to the other and acknowledges 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 and with advice of counsel.

28. This Agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

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

30. It is understood and agreed between the parties that, as 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.

31. This Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties, and with respect to child custody and child support issues, only with approval of the Court, and this requirement cannot be waived by oral agreement.

32. This Agreement shall be construed under the laws of the State of Tennessee.

~~**THIS AGREEMENT** is executed in triplicate and an original of same is being retained by each party. The third original will be tendered to the Court as part of the Final Decree of Divorce between the parties.~~

MICHAEL JASON WEST

STEPHANIE GAYLE JONES

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Sarah Schmidt, a Notary Public in and for the aforesaid State and County, **MICHAEL JASON WEST**, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee this 1st day of August, 2007.

SARAH SCHMIDT NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

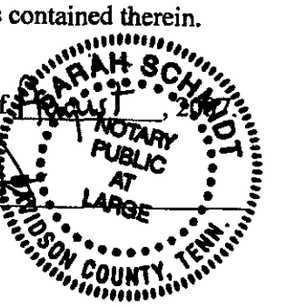
Notary Public

My commission expires: 01/26/08

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Sarah Schmidt, a Notary Public in and for the aforesaid State and County, **STEPHANIE GAYLE JONES**, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee this 1st day of August, 2007.

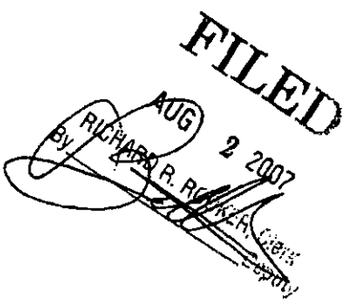


Notary Public

My commission expires: 01/26/08

071403

EXHIBIT B



2 Cats (Set & Oso)
Copies of all videos of Zeta
Widescreen T.V.
A.V. Receiver
D.V. D Player
Gold couch
Gold chair
Double bed in guest room
One Brian Andreas sculpture
Brian Andreas Print "There Was Never A Day"
One-half of luggage
Contents of third floor office
Quilts & blankets made by friends & family
One-half of prints purchased in Japan
Hand tools
Personal D.V. Ds
Small chest of drawers in Master bedroom
Futon
Diving Gear
Grandmother's cast iron skillet
Personal Photo albums

STATE OF TENNESSEE	COURT *(Must be completed)* 4TH CIRCUIT	COUNTY *(Must be completed)* DAVIDSON
PERMANENT PARENTING PLAN ORDER ☐ PROPOSED X AGREED ☐ ORDERED BY THE COURT		FILE No. 07D-403 *(Must be completed)*
PLAINTIFF *(Name: First, Middle, Last)* MICHAEL JASON WEST Father		DEFENDANT *(Name: First, Middle, Last)* STEPHANIE GAYLE JONES Mother

FILED
2007 AUG -2 PM 4:00
RICHARD R. ROOKER CLERK
D.C.

FILED
AUG 22 2007
RICHARD R. ROOKER Clerk
By Deputy

The mother and father will behave with each other and each child so as to provide a loving, stable, consistent and nurturing relationship with the child 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 each child to continue to love the other parent and be comfortable in both families.

This plan is a new plan.

Child's Name	Date of Birth
Zeta Anaya West	09/10/04

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent is **Mother**.

Under the schedule set forth below, each parent will spend the following number of days with the children:

Mother 273 days Father 92 days

B. DAY-TO-DAY SCHEDULE

The Mother shall have responsibility for the care of the child except at the following times when the Father shall have responsibility:

The Father shall have residential time with the minor child every other week from Friday when he picks the child up at childcare after 2:00pm or after school to Monday at 9:00 a.m. or return school, and once school has begun Friday from when the child is dismissed from school until Monday return to school. In addition the Father shall have

EXHIBIT A

the child every Wednesday from when he picks the child up at childcare after 2pm. or from when school is out until 8:00p.m.*

*Father's time with Zeta shall continue pursuant to terms of the temporary order issued herein on March 26, 2007, provided all overnight residential time shall be at his mother's home until he has completed a neuro-sexual psychological evaluation and chemical dependency evaluation by a therapist-tester selected from a list provided by Dr. Jay Woodman, and upon Dr. Woodman's review of the evaluation results, if he recommends unsupervised time and there is a finding of no threat to the child, then the limitations on Father's residential time are immediately removed.

This parenting schedule begins September 1, 2007.

The parties also acknowledge that the Mother has a career in the music business and on occasion may be on tour and would have the minor child with her on those tours so long as the child is not in school at a level of first grade or higher. Mother would ensure that the Father would visit with the child every other weekend pursuant to this schedule regardless of such employment, but Father agrees that while Mother is on tour he would miss the Wednesday visits with Zeta provided, however, that Mother would within 2 weeks of the end of the tour, agree that the Father would receive another week night for each Wednesday night missed in each subsequent week after their return from the tour.

C. HOLIDAY SCHEDULE AND OTHER SCHOOL FREE DAYS

Indicate if child or children will be with parent in ODD or EVEN numbered years or EVERY year:

	MOTHER	**FATHER**
New Year's Day	See E. below	See E. below
Martin Luther King Day	Even	Odd
Presidents' Day	Odd	Even
Easter Day (unless otherwise coinciding with Spring Vacation)	Even	Odd
Mother's Day	Every	
Memorial Day (if no school)	Even	Odd
Father's Day		Every
July 4th	Odd	Even
Labor Day	Even	Odd
Thanksgiving*	Even	Odd
Child's Birthdays	Odd	Even
Mother's Birthday	Every	
Father's Birthday		Every

*A holiday shall begin when the child is picked up from childcare or after school on the day before the holiday and end at 6:00p.m. on the night of the holiday, except for July 4th which shall end the following day at 9:00a.m., unless otherwise noted here: *The Thanksgiving holiday shall be from the day and time the child is dismissed from school or if child not in school, from noon on Wednesday until 6:00 p.m. on the following Sunday.

D. FALL VACATION (if applicable)

The Mother shall have the child for Fall vacation in even-numbered years from the day and time school is dismissed until 6:00 p.m. on the evening before school resumes.

The Father shall have the child for Fall vacation in odd-numbered years from the day and time school is dismissed until 6:00 p.m. on the evening before school resumes.

E. WINTER (CHRISTMAS) VACATION

The Father shall have the child for the first period from the day and time school is dismissed or if prior to school, for one week before December 24 until December 24 at 6:00 p.m. in odd years. The Mother will have the child for the second period from 6:00 p.m. on December 24 until school resumes in odd years. The first and second period shall be alternated from year to year so Mother has the first week or period in even years. Until Zeta starts school, the parties will use the calendar for the Metropolitan Davidson County School system.

F. SPRING VACATION

The Mother shall have the child for Spring vacation in odd-numbered years for from the day and time school is dismissed until 6:00 p.m. on the evening before school resumes.

The Father shall have the child for Spring vacation in even-numbered years for from the day and time school is dismissed until 6:00 p.m. on the evening before school resumes.

G. SUMMER VACATION

The Father and Mother each shall have three (3) non-consecutive weeks of uninterrupted residential time in the summer with the minor child beginning in 2008. The Father shall give written notice to Mother by April 1 of each year as to when he wishes his three (3) non-consecutive weeks of summer residential time with the minor child to begin. Father shall have first choice of the weeks in even years and Mother shall have first choice of the weeks in odd years.

H. TRANSPORTATION ARRANGEMENTS

Each party shall be responsible for picking up the child at the beginning of their residential time with the minor child.

I. OTHER

Both Mother and Father are **enjoined** and **restrained** from having any unrelated individual with whom they are romantically involved, but to whom they are not married, stay overnight when the child is present, in inappropriate circumstances.

II. DECISION-MAKING

A. DAY-TO-DAY DECISIONS

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

B. MAJOR DECISIONS

Major decisions regarding the minor child shall be made as follows:

Educational decisions	X mother	☐ father	☐ joint
Non-emergency health care	☐ mother	☐ father	X joint
Religious upbringing	X mother	☐ father	☐ joint
Extracurricular activities	☐ mother	☐ father	X joint
Discipline (major)	☐ mother	☐ father	X joint

III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Mother's gross monthly income is $2,166
Father's gross monthly income is $8,416.66

1. The final child support order is as follows:
   a. The Father shall pay directly to the Mother, as regular child support the sum of $1,520 on the 1st day of each month, beginning September 1, 2007.
   The Child Support Worksheet is attached to this Order as Exhibit 1.*

   Father to pay reasonable and normal household expenses through August 31, 2007.

The parents acknowledge that court approval must be obtained before child support can be reduced or modified.

The parties agree that they will equally divide the cost of agreed upon extracurricular activities for the minor child.

*Child Support Worksheet can be found on DHS website at http://www.state.tn.us/humanserv/is/incomeshares.htm or at your local child support offices.

B. FEDERAL INCOME TAX EXEMPTION[1]

[1] NOTE: The child support schedule assumptions in the guidelines (1240-2-4-.03 (6)(b)) assume that the parent receiving the child support will get the tax exemptions for the child.

The Mother is the parent receiving child support.

The Mother shall claim the child for tax purposes; provided, however, in any year that Mother does not have earned income of at least $30,000, Father may claim the child.

C. PROOF OF INCOME AND WORK-RELATED CHILD CARE 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 15.
- A copy of his or her federal income tax return shall be sent to the other parent on or before April 15 or any later date when it is due because of an extension of time for filing.
- The completed form required by the Department of Human Services shall be sent to the Department on or before the date the federal income tax return is due by the parent paying child support. *This requirement applies only if a parent is receiving benefits from the Department for a child.*

The parent paying work-related child care 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 15.

D. HEALTH AND DENTAL INSURANCE

Father will provide major medical and hospitalization health insurance, and dental insurance.

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

Uncovered reasonable and necessary medical and dental expenses, which may include but is not limited to, deductibles or co-payments, eyeglasses, contact lens, routine annual physicals, and counseling will be paid by mother pro rata and by father at pro rata per the child support worksheet. After insurance has paid its portion, the parent receiving the bill will send it to the other parent within ten (10) days. The other parent will pay his or her share within thirty (30) days of receipt of the bill.

E. LIFE INSURANCE

Father shall insure his own life in the minimum amount of $300,000 by whole life or term insurance. Until the child support obligation has been completed, the policy shall name the other parent trustee as sole irrevocable primary beneficiary, for the use and benefit of the child, to serve without bond or accounting.

F. COLLEGE

Father and Mother also agree to be contractually bound to equally pay tuition and room and board for the minor child to attend undergraduate college or vocational school of her choice for no more than five (5) years at the cost not to exceed the in state tuition and room and board at the University of Tennessee at Knoxville. The child shall be required to maintain a C average in college and be a full time student.

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

The child is scheduled to reside the majority of the time with the Mother. This parent is designated as the primary residential parent also known as the custodian, **SOLELY** for purposes of any other applicable state and federal laws. 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

Should the parents disagree about this Parenting Plan or wish to modify it, they must make a good faith effort to resolve the issue by the process selected below before returning to Court. *Except for financial support issues including child support, health and dental insurance, uncovered medical and dental expenses, and life insurance*, disputes must be submitted to:

Mediation by a neutral party chosen by the parents or the Court.

The costs of this process shall be equally divided. It must be commenced by notifying the other parent and the Court by written request.
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 child at least twice a week at reasonable times and for reasonable durations;
(2) The right to send mail to the child which the other parent shall not open or censor;

(3) The right to receive notice and relevant information as soon as practicable but within twenty-four (24) hours of any event of hospitalization, major illness or death of the child;
(4) The right to receive directly from the child'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 child's report cards, attendance records, names of teachers, class schedules, and standardized test scores;
(5) Unless otherwise provided by law, the right to receive copies of the child'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 child or in the presence of the child;
(7) The right to be given at least forty-eight (48) hours notice, whenever possible, of all extra-curricular 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 child or children for more than two (2) days, an itinerary including telephone numbers for use in the event of an emergency;
(9) The right to access and participation in education on the same basis that is provided to all parents. This includes the right of access to the child for lunch and other activities. However participation or access must be reasonable and not interfere with day-to-day operations or with the child'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 a child 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. OTHER PROVISIONS

There are the following other provisions: **This parenting plan is entered into by and between mother and father pursuant to the provisions of T.C.A. Section 36-6-401 through Section 36-6-415. Nothing in this parenting plan shall prohibit the parties from entering into additional contractual obligations involving their children not inconsistent with the provisions of this parenting plan.**

Nothing in this parenting plan shall prohibit the parties from deviating from the residential schedule contained herein by mutual agreement.

If any notice is permitted or required under this Parenting Plan, such notice shall be deemed properly given if mailed by certified mail, return receipt requested to the other party or emailed to the other party at the following addresses (or at such future email or email addresses as may be designated by either party by written notice to the other party). Effective immediately, the parties are designating the following addresses for purposes of written notice:

Mother: **Stephanie Jones**
1213 Fernbank Ave
Madison, TN 37115-5310

Father: **Michael Jason West**
1577 Woodmont Blvd.
Nashville, TN 37215

IX. PARENT EDUCATION CLASS

This requirement has been fulfilled by both parties. 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 each minor child and that the statements herein and on the attached child support worksheets are true and correct. ***(A notary public is required if this is a proposed plan by one parent rather than one agreed by both parents.)***

Stephanie Gayle Jones

Stephanie Gayle Jones, Mother — **Date and Place Signed** 8/1/07

Sworn to and subscribed before me this 1st day of August, 2007.

SARAH SCHMIDT NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My commission expires: 01/26/08

Notary Public

Michael Jason West

Michael Jason West, Father — **Date and Place Signed** 8/1/07

Sworn to and subscribed before me this 1st day of August, 2007.

SARAH SCHMIDT NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My commission expires: 01/26/08

Notary Public

APPROVED FOR ENTRY:

Helen S. Rogers, No. 7025
ROGERS & ASSOCIATES
Attorneys for Wife
The Wind in the Willows Mansion
2205 State Street
Nashville, Tennessee 37203
(615) 320-0600
(615) 320-9933 (Fax)

DOT DOBBINS, No. 2510
Dobbins & Venick
Attorney for Husband
Parkview Towers, Suite 1010
210 25th Avenue North
Nashville, Tennessee 37203
(615) 321-5659 (Telephone)
(615) 329-0891 (Fax)

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 equally to both parties

It is so ORDERED this the 22nd day of Aug 2007

JUDGE MURIEL ROBINSON

It is therefore, **ORDERED, ADJUDGED AND DECREED,** that all parts and portions of the Marital Dissolution Agreement executed by the parties and incorporated herein, are hereby approved by the Court and made a judgment hereof in all respects; and it is further,

ORDERED, ADJUDGED AND DECREED, that the Permanent Parenting Plan attached hereto is made an Order of this Court and incorporated into the Final Decree; and it is further,

ORDERED, ADJUDGED AND DECREED, that the Wife's maiden name of Stephanie ~~Urbina~~ Gayle Rose Jones shall be restored to her; and it is further,

ORDERED, ADJUDGED AND DECREED, that all court costs of this cause shall be ~~equally divided between~~ taxed to Husband ~~and Wife,~~ for which execution may issue if necessary.

The addresses of the parties are as follows:

Stephanie Gayle Jones
1213 Fernbank Avenue
Madison, TN 37115

Michael Jason West
1577 Woodmont Boulevard
Nashville, TN 37215

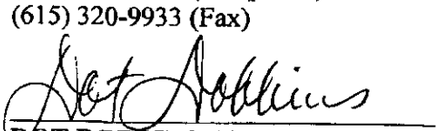
DATED this the 22nd day of Aug, 2007.

JUDGE MURIEL ROBINSON

APPROVED FOR ENTRY:



HELEN S. ROGERS, No. 7025
Attorney for Wife
Rogers & Associates
2205 State Street
Nashville, Tennessee 37203
(615) 320-0600 (Telephone)
(615) 320-9933 (Fax)



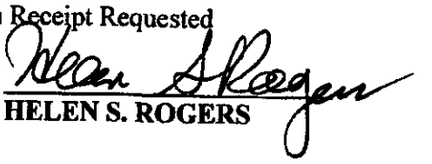
DOT DOBBINS, No. 2510
Attorney for Husband
Dobbins & Venick
Parkview Towers, Suite 1010
210 25th Avenue North
Nashville, Tennessee 37203
(615) 321-5659 (Telephone)
(615) 329-0891 (Fax)

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 22nd day of August, 2007, a true and exact copy of the foregoing **Final Decree** has been forwarded to the person(s) listed below:



____ Deposit in the U.S. Mail, Postage Prepaid
____ Hand Delivery
____ FAX
____ Overnight Delivery
____ Certified Mail, Return Receipt Requested

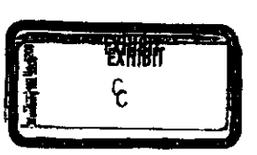


HELEN S. ROGERS

FILED
2007 AUG 22 PM 4:22
RICHARD R. BOOKER, CLERK
D.C.

Stephanie Urbina Jones catalogue of songs:

1. I wanna hear some soul 100%
2. From me to we 100%
3. I don't like you anymore 100%
4. Old friend 100%
5. Even if it means goodbye 100%
6. Fiery Angel 33.3%
7. Mama your baby's growin up 50%
8. Band of believers 100%
9. Play me a song 50%
10. Have a little fun tonight 50%
11. The midnight side of me 50%
12. Train of thought 100%
13. Hold me til the lonelies are gone 100%
14. Born from the Blues 100%
15. War of words 100%
16. Eathquake 33.3%
17. Revolucion 100%
18. Canta me 100%
19. Mariachis make me cry 100%
20. Chiselin out my soul 100%
21. Down to mexico 100%
22. La Reyna 50%
23. The spirit of Texas 100%
24. My friend 100%
25. The river of love 50%
26. Freedom in your eyes 50%
27. Grace fell down like rain 100%
28. Refuge in the rain 100%
29. Free fall into love 100%
30. It's not the end of the world 50%
31. another pretty face 50%
32. Sexy saucy sometimes naughty time of year 100%
33. One litle boy 50%
34. You light me up 100%
35. The spirit of christmas 33.3%
36. Hallelujah 100%
37. High and dry in texas version 1 100%
38. High and dry in Texas version 2 33.3%
39. This old highway 100%
40. Te Quiero mi amor 100%
41. Espiritu 100%
42. La luna 50%
42. La luna 50%

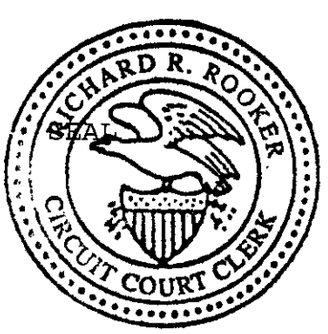


43.Color my world 50%
44. After the fever breaks 100%
45.ayayaya 33.3%
46.vaya con dios 100%
47.Lovers lullaby 50%
48. It's so sad that we used to be so happy 50%
49.I'm not a pinata 50%
50.Como se llama, mama 33.3%
51.Cowboy cha cha cha 33.3%
52. Hungry for more 50%
53. Choose to believe 50%
54.I wanna dance with you 33.3%
55. I feel a party comin on 100%
56.Oh what these eyes have seen 50%
57.Bittersweet beautiful ride 50%
58. Life well spent 50%
59. Born to love 50%
60. You woke up the woman in me 33.3%
61. Let the sun come in 100%
62. Paint your picture 50%
63. Resurection of my heart 50%
64. American Dreamland 50%
65.Teach me how to love 50%
66. I still want you baby 100%
67. My hearts breakin through 33.3%
68. when love doesn't wnt you anymore 33.3%
69. Happy with who I am 33.3%
70. Life is waiting 33.3%
71. Manuels destiny 33.3%
72. I want you there 33.3%
73. The soundtrack of my life 50%
74. Oh que milagro 50%
75.Mexico in Me 50%
76. Estoy loca por ti 50%
77. Run out of Road 50%
78. A woman knows 33.3%
79. Adios 33.3%
80. Esperanza 33.3%
81.Bonfire 33.3%
82. How do you get to love from here 33.3%
83. prayer in the dark 50%
84. The gift of goodbye 50%
85. Vamanos (let's go)
86. A rose in the wreckage 50%

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 22 day of AUGUST , 2007 , in the Case Number 07D403 between WEST, MICHAEL JASON Plaintiff, and JONES, STEPHANIE GAYLE 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 04 day of SEPTEMBER in the year two thousand seven and in the 231st year of American Independence.



RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk