IN THE FOURTH CIRCUIT COURT FOR THE STATE OF TENNESSEE
20TH JUDICIAL DISTRICT, DAVIDSON COUNTY

FILED
2007 AUG 31 PM 3:17
RICHARD R. ROOKER, CLERK
D.C.

Lisa Kay Moore,)
)
Plaintiff)
)
vs.) Docket No.: 07D-408
)
David Howard Moore,)
)
Defendant)

Davidson County DEEDDIV
Recvd: 09/14/07 10:40 18 pg
Fees:92.00 Taxes:0.00
20070914-0110278

FINAL DECREE

This cause came to be heard on the 22nd day of August, 2007, before the **HONORABLE MURIEL ROBINSON** of the Fourth Circuit Court for Davidson County, Tennessee, on the Complaint for Divorce filed by the Plaintiff. A Default Judgment was granted against the Husband on June 26, 2007. Upon hearing testimony of Plaintiff and her witnesses, statements of Counsel for the Plaintiff, and upon the record as a whole, the Court finds that the Plaintiff shall be awarded a divorce against the Husband on the grounds of cruel and inhuman treatment or conduct towards the spouse as renders co-habitation unsafe and improper.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that the Plaintiff Lisa Kay Moore, is hereby awarded an absolute divorce from the Defendant David Howard Moore, on the grounds of cruel and inhuman treatment or conduct towards the spouse as renders co-habitation unsafe and improper. She is hereby restored to all of the rights and privileges of an unmarried person.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that the Wife shall have sole custody of the minor children, Kaitlin Maria Moore and Kristian Breanne Moore. Said minor children shall live and reside with the Wife.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that the terms of the Proposed Permanent Parenting Plan filed by the Wife are hereby adopted and made an Order of this Court. A wage assignment for child support and alimony shall issue by separate Order of this Court.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that the Wife's medical expenses, which are uncovered by medical insurance, exceed $500.00 per month. The Wife has Lupus (SLE form) which has triggered various auto-immune diseases and the Wife needs the support and maintenance of the Husband to support the Wife. Wherefore, Husband shall pay Wife $200.00 per month alimony in futuro, beginning the date of the Final Decree. Said support shall be added to the Child Support Wage Assignment and be paid every two weeks in the amount of $92.31. until her death, or remarriage or husband's death. MH

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that all right, title, and interest of the Wife to a 1996 Nissan truck is divested from the Wife and fully vested in the Husband and the Husband shall hold the Wife harmless for any liabilities thereupon.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that all right, title, and interest of the Husband to a 2004 silver Chevrolet Impala and a 1999 Pontiac Grand Am are divested from the Husband and fully vested in the Wife and the Wife shall hold the Husband harmless for any liabilities thereupon.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that the Wife is awarded the marital home in fee simple; all right, title, and interest of David Moore in the marital home located at 1609 Autumn Ridge, Nashville, Tennessee 37207, is divested from David Moore and is fully vested in Lisa Kay Moore, subject to any and all mortgages, restrictions, easements, and liens of record; said property is described as follows, to-wit:

LAND in Davidson County, Tennessee, being Lot No. 29 on the Plan of Timbertrail, Section 4, as of record in Book 5200, page 634, Register's Office for said County, to which plan reference is hereby made for a more complete and detailed description of said lot.

Being the same property conveyed to David Moore and Kay Moore, Husband and Wife, by Warranty Deed from Bobby P. Dozier, unmarried, of record in Book 8739, Page 308, Register's Office for Davidson County, Tennessee.

CONVEYANCE OF SAID PROPERTY IS MADE SUBJECT TO THE FOLLOWING:
a) Property taxes for the current year, said taxes are being prorated and assumed by the Grantees; b) Restrictive Covenants of record in Book 6515, page 1; c) All matters on the Plan of record in Book 5200, page 634, said Register's Office.

Lisa Kay Moore is one and the same as Kay Moore.
David H. Moore is one and the same as David Moore.

This is improved property known as 1609 Autumn Ridge Drive, Nashville, TN 37207. The map and parcel numbers are # 032-13-0-050-00.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that the Wife is awarded sole possession and control of the marital home as of August 26, 2007 at 6:00 p.m. Husband is ordered to vacate. mp

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that the Wife, Lisa Kay Moore, is awarded a judgment against David Howard Moore for $255.00, for unpaid alimony which was set by Agreed Order as of March 23, 2007.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that the Wife is awarded the contents of the house, household furniture, appliances and her personal property. Any of the husband's personal property remaining on the premises after thirty days shall become the property of the Wife.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that each party has individually incurred debts throughout the term of this marriage and each party shall hold the other party harmless for any liabilities upon any individually incurred debts.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that each party presently has possession of the bank accounts, IRA's and retirement accounts to which that party is rightfully entitled and the other party has no rights, title or interest to such bank accounts, IRA's or retirement accounts held in the other party's name as of the date of this agreement.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that all injunction and restraining orders which are presently in effect shall be vacated, except the Husband is enjoined/restrained from taking children to his family functions without notifying the Wife - as he is unwilling to protect children against molesters in his family. Further, the Husband is enjoined/restrained from physically or verbally abusing the Wife at the marital home, at her work, by telephone, by e-mail, or any other means.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that Ellen Taylor Turley is awarded a judgment against David Howard Moore in the amount of $ 2,500.00 , for the Wife's attorney's fees.

It is **ORDERED, ADJUDGED AND DECREED** that the court costs of this cause shall assessed against David H. Moore, 1609 Autumn Ridge Drive, Nashville, TN 37207, for which execution may issue, if necessary.

This, the 31ST day of August, 2007.

HONORABLE JUDGE MURIEL ROBINSON

APPROVED FOR ENTRY:

Ellen Turley

ELLEN TAYLOR TURLEY #11715
Attorney for Lisa Kay Moore
Stones River Professional Building
3515 Central Pike, Suite 102
Hermitage, TN 37076
(615) 889-5350
FAX: (615) 391-5866

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been mailed to David Howard Moore, 1609 Autumn Ridge Drive, Nashville, TN 37207 and Lisa Kay Moore, 1609 Autumn Ridge Drive, Nashville, TN 37207, on this the 22 day of August, 2007.

Ellen Turley

ELLEN TAYLOR TURLEY

FILED

STATE OF TENNESSEE	FOURTH CIRCUIT COURT	DAVIDSON COUNTY
PERMANENT PARENTING PLAN ORDER ✔PROPOSED	FILED 2007 AUG 29 AM 10:55	DOCKET NO. 07D-4083
PLAINTIFF *(Name: First, Middle, Last)* **Lisa Kay Moore** Mother	DEFENDANT *(Name: First, Middle, Last)* **David Howard Moore** Father	

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
- modifies an existing Parenting Plan
- ✔ modifies an existing Agreed Order mailed on March 15, 2007.

Child's Name	Date of Birth
Kaitlin Maria Moore	08/02/1990
Kristian Breanne Moore	02/01/1995

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent is **Lisa Kay Moore.**

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

Mother 295 days Father 70 days

B. DAY-TO-DAY SCHEDULE

The ✔mother shall have responsibility for the care of the children, except at the following times when the other parent shall have responsibility:

From 6:00 p.m. on Friday to 6:00 p.m. on Sunday

every week ✔every other week other:_____

This parenting schedule begins on the date of the Final Decree.

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		Every
Martin Luther King Day		Every
Presidents' Day	Every	
Easter Day (unless otherwise coinciding with Spring Vacation)	Every	
Mother's Day	Every	
Memorial Day (if no school)	Every	
Father's Day		Every
July 4th		Every
Labor Day		Every
Thanksgiving Day & Friday	Even	Odd

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

_____

D. FALL VACATION (*If applicable*)

The day-to-day schedule shall apply.

E. WINTER (CHRISTMAS) VACATION

The ✔father shall have the children for the first period from the day and time school is dismissed until December 24 at 6:00 p.m. in odd-numbered years. The mother will have the children for the second period from the day and time indicated above until 6:00 p.m. on the evening before school resumes. The parties shall alternate the first and second periods each year.

Other agreement of the parents: _____

F. SPRING VACATION (*If applicable*)

The day-to-day schedule shall apply.

G. SUMMER VACATION

The day-to-day schedule shall apply except as follows: each parent shall have two consecutive weeks in the summer .
Is written notice required? ✔Yes
Every year the mother will select her days by May 15 and the father will select his days by May 31.

H. TRANSPORTATION ARRANGEMENTS

The place of meeting for the exchange of the child or children shall be:
parent whose residential time is about to begin will pick up the child or children at the residence of the other parent .
Payment of long distance transportation costs *(if applicable):*
mother father both equally.
Other arrangements: _____
If a parent does not possess a valid driver's license, he or she must make reasonable transportation arrangements to protect the child or children while in the care of that parent.

I. **SUPERVISION OF PARENTING TIME** *(If applicable)*

Check if applicable:

Supervised parenting time shall apply during the day-to-day schedule as follows:

Place: _____.
Person or organization supervising: _____.
Responsibility for cost, if any: mother father both equally.

J. **OTHER**

The following special provisions apply:

_____.

II. DECISION-MAKING

A. DAY-TO-DAY DECISIONS

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

B. MAJOR DECISIONS

Major decisions regarding each child shall be made as follows:

Educational decisions	✔mother	father	joint
Non-emergency health care	✔mother	father	joint
Religious upbringing	✔mother	father	joint
Extracurricular activities	✔mother	father	joint

III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Father's gross monthly income is $2,950.00.
Mother's gross monthly income is $3,662.00.

1. The final child support order is as follows:

   The father shall pay to the mother as regular child support the sum of $421.85 every two weeks. **The Child Support Worksheet shall be attached to this Order as an Exhibit.***

   If this is a deviation from the Child Support Guidelines, explain why:
   _____.

2. Payments shall begin on the date of the Final Decree.

This support shall be paid:

✓ directly to the other parent.
✓ to the Central Child Support Receipting Unit P.O. Box 305200, Nashville, Tennessee, 37229, and sent from there to the other parent at:
_____.

✔ A Wage Assignment Order will be filed with the Child Support Worksheet attached.
by direct deposit to the other parent at _____Bank for deposit in account no. _____.

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

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

B. FEDERAL INCOME TAX EXEMPTION

The ✔mother is the parent receiving child support.

The Mother shall claim the following children:

Kristian Breanne Moore and Kaitlin Maria Moore.

The Father shall claim the following children: None.

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

Reasonable health insurance on the child or children will be:

✔maintained by the mother
maintained by the father
maintained by both

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 expenses, which may include but is not limited to, deductibles or co-payments, eyeglasses, contact lens, routine annual physicals, and counseling will be equally divided between the parents. After insurance has paid its portion, the parent receiving the bill will send it to the other parent within ten days. The other parent will pay his or her share within 30 days of receipt of the bill.

E. LIFE INSURANCE

If agreed upon by the parties, the mother father both shall insure his/her own life in the minimum amount of $0.00 by whole life or term insurance.

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

The child or children are 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.
Arbitration by a neutral party selected by parents or the Court.
The Court DUE TO ORDER OF PROTECTION OR RESTRICTIONS.

The costs of this process may be determined by the alternative dispute process or may be assessed by the Court based upon the incomes of the parents. It must be commenced by notifying the other parent and the Court by

✔written request
certified mail
other: _____

In the dispute resolution process:

✔ Preference shall be given to carrying out this Parenting Plan.
✔ The parents shall use the process to resolve disputes relating to implementation of the Plan.
✔ A written record shall be prepared of any agreement reached, and it shall be provided to each parent.
✔ 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. PARENT EDUCATION CLASS

This requirement has been fulfilled by ✔both parents.
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.)***

Lisa K. Moore 7-6-07
Mother Date and Place Signed

Sworn to and subscribed before me this 6th day of July, 2007.

Rebecca J. Waldrum
Notary Public
My commission expires: My Commission Expires MAR. 7, 2011

REBECCA J. WALDRUM STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Father Date and Place Signed

Sworn to and subscribed before me this _____ day of _____, 20_____.

_____
Notary Public
My commission expires:_____

APPROVED FOR ENTRY:

Ellen Taylor Turley, #11715

3515 Central Pike, Suite 102
Hermitage, TN 37076

(615) 889-5350

Note: The judge 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 31st day of August, 2007.

Judge

FILED
2007 AUG 31 PM 3:17
RICHARD R. ROOKER, CLERK
D.C.

FILED
2007 JUL -9 AM 10:55
RICHARD R. ROOKER, CLERK
D.C.

07D408

State of Tennessee - Child Support Worksheet

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:	Lisa Kay Moore	X		
Name of Father:	David Howard Moore		X	
Name of non-parent Caretaker:				
TCSES case #:				
Docket #:	07D-408			
Court name:	Davidson Co. Fourth Cir. Ct.			

Name(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
Kaitlin Marie Moore	08/02/1990	295	70	
Kristian Breanne Moore	02/01/1995	295	70	

Part II. Adjusted Gross Income

	Mother / Column A	Father / Column B	Nonparent Caretaker \ Column C

			Mother / Column A	Father / Column B	
1	Monthly Gross Income		$ 3662.00	$ 2950.00	
1a		Social Security Benefit for child	+ 0.00	+ 0.00	
1b		Self-employment tax paid	- 0.00	- 0.00	
1c		Subtotal	$ 3662.00	$ 2950.00	
1d		Credit for in-home children	- 0.00	- 0.00	
1e		Credit for not-in-home children	- 0.00	- 0.00	
2	Adjusted Gross Income (AGI)		$ 3662.00	$ 2950.00	
2a	Combined Adjusted Gross Income	$ 6612.00			
3	Percentage Share of Income (PI)		55 %	45 %	

Use Credit Worksheet to calculate line items 1d - 1e

Part III. Parents' Share of BCSO

		Mother / Column A	Father / Column B	Nonparent Caretaker / Column C
4	BCSO allotted to primary parent's household	$ 1269.00	$ 0.00	$ 0.00
4a	Share of BCSO owed to primary parent	$ 0.00	$ 571.05	
5	Each parent's average parenting time	N/A	N/A	
5a	Equal parenting time	N/A	N/A	
6	Parenting time adjustment	$ N/A	$ N/A	
7	Adjusted BCSO	$ 0.00	$ 571.05	

Part IV. Additional Expenses

		Mother / Column A	Father / Column B	Nonparent Caretaker / Column C
8a	Children's portion of health insurance premium	$ 202.00	$ 0.00	$ 0.00
8b	Recurring uninsured medical expenses	$ 560.00	$ 0.00	$ 0.00
8c	Work-related childcare - Payroll Deducted	$ 0.00	$ 0.00	$ 0.00
8d	Work-related childcare - Non-Payroll Deducted	$ 0.00	$ 0.00	$ 0.00

9	Total additional expenses	$ 762.00	$ 0.00	$ 0.00
10	Share of additional expenses owed	$ 0.00	$ 342.90	
11	Adjusted Support Obligation (ASO)	$ 0.00	$ 913.95	

Reminder - Line 8d expenses are to be paid by the child's PRP or either parent in a 50-50 situation

Part V. Presumptive Child Support Order

		OBLIGATION	
12	Presumptive Child Support Order (PCSO)	$ 0.00	$ 914.00

* Enter the difference between the greater and smaller numbers from Line 11.

Low Income? N (N=15% Y=7.5%)

Current Order Flat %? N (N/Y)

Modification of Current Child Support Order

13a	Current child support order amount for the payor parent	$ 0.00	$ 0.00
13b	Amount required for significant variance to exist	$ 0.00	$ 0.00
13c	Actual variance between current and presumptive child support orders	$ 0.00	$ 0.00

Part VI. Deviations and FCSO

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

14	Deviations (Specify):	$ 0.00	$ 0.00
15	Final Child Support Order (FCSO)	$ 0.00	$ 914.00
16	FCSO adjusted for SS benefit, Line 1a, Obligor's column	$ 0.00	$ 914.00

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 31 day of AUGUST , 2007 , in the Case Number 07D408 between MOORE, LISA KAY Plaintiff, and MOORE, DAVID HOWARD 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 14 day of SEPTEMBER in the year two thousand seven and in the 231st year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

SEAL

