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20081202-0116982

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
2008 OCT 22 PM 4:27
RICHARD R. ROOKER, CLERK
D.C.

DONALD J. VAUGHN, Plaintiff/Counter-Defendant,	)	
v.	)	Docket No: 07D-117
CARA DEAHYN VAUGHN, Defendant/Counter-Plaintiff,	)	**NOTICE OF ENTRY REQUESTED**

FINAL DECREE

MKP #023817

This cause came to be heard on the 22nd day of October, 2008, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon Wife's Counter-Complaint for Absolute Divorce; upon the Marital Dissolution Agreement which provides for division of the parties' respective rights and interests in all joint and individual property, and apportionment of responsibility for payment of the parties' joint and individual debts; the Parenting Plan which provides for custody and support of the parties' minor children, upon all of the pleadings and upon the testimony of Wife and statements of counsel, from all of which the Court affirmatively found that the allegations of Wife's Complaint are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle Wife to an absolute divorce; that the parties, by written agreement, made adequate and sufficient provision for the settlement of property rights between themselves and made adequate and sufficient provision for custody and maintenance of the parties' minor children; that the Marital Dissolution Agreement and Parenting Plan should be approved; and that the ninety day waiting period, as required by statute, has elapsed.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that the Wife, Cara Deahyn Vaughn, be, and hereby is, awarded an absolute divorce from the Husband on the grounds of

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irreconcilable differences, that the parties be restored to all the rights and privileges of unmarried persons, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

It is further **ORDERED, ADJUDGED AND DECREED** that the Marital Dissolution Agreement and Parenting Plan heretofore executed between the parties are hereby approved by the Court, and are hereby made a specific order and decree of the Court, which Agreement and Parenting Plan are in words and figures as follows:

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2008 SEP 12 PM 4:07

DONALD J. VAUGHN, Plaintiff/Counter-Defendant,	)	
v.	)	Docket No: 07D-117
CARA DEAHYN VAUGHN, Defendant/Counter-Plaintiff,	)	

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Fourth Circuit Court, Davidson County, Tennessee, a Complaint for Absolute Divorce filed by Husband against Wife, under Docket No. 07D-117.

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement and tender the same to the Court for approval, in the event a Decree of Divorce is granted in this cause; and

WHEREAS, both these parties are aware of their respective rights and responsibilities one to the other.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

I.

The consideration for this Agreement is the mutual promises and agreements herein contained.

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II.

NO INTERFERENCE

Each party shall be free from interference, authority and control, direct or indirect, by the other as fully as if he or she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

III.

TAX EXEMPT STATUS

This Agreement is a transfer of appreciated property between spouses in connection with a divorce and is not a sale or exchange or other disposition, but represents a division of property by co-owners.

IV.

ALIMONY

Both parties waive Alimony.

V.

CHILD CUSTODY, VISITATION AND SUPPORT

Custody of the children, visitation, and support, are dealt with in the Parenting Plan.

VI.

TRIAL

Wife shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences.

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VII.

HOUSEHOLD FURNITURE AND OTHER PERSONAL PROPERTY

Each party will keep the property which is currently in their possession. In addition thereto, Wife shall be awarded the following items which are currently at the marital residence where Husband presently resides:

1. Singer Sewing Machine
2. Christmas Tree
3. Photo Album of Ms. Vaughn when she was a child
4. One-half of children's photographs
5. Children's Books

VIII.

AUTOMOBILES

Wife shall be awarded the 1999 Tahoe upon which there is no indebtedness. Husband shall be awarded the 1999 Ford Van upon which there is no indebtedness. Each will be responsible for maintaining their own automobile insurance.

IX.

REAL PROPERTY

Husband is awarded all right, title and interest in the residence located at 709 Marlin Pass, Madison, Tennessee 37115. All right, title and interest in Wife, Cara Deahyn Vaughn, is hereby divested out of her completely and reinvested solely in Husband, Donald J. Vaughn. The said real property is more particularly described as follows:

> Being Lot No. 83 on the Map of Marlin Meadows Subdivision, Section IV, as of record in Book 2133, Page 66, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description of said property.

Being the same property conveyed to Donald J. Vaughn and Cara D. Bundy, by deed

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from Charles A. Hayes and wife, Carol Jean Hayes, of record in Instrument No: 200003020020395, Register's Office for Davidson County, Tennessee.

Husband shall assume and pay the outstanding mortgage payments owing to EMC Mortgage in a timely manner so as not to impair Ms. Vaughn's credit. All payments shall be made on time. There shall be no late payments. Husband, Donald J. Vaughn, shall have 180 days from the date of the last signature on this Marital Dissolution Agreement within which to refinance the residence located as stated above completely out of Wife's name or have her name removed from responsibility for repayment of the loan thereon. In the event Husband is unable to do so, then the residence shall be listed for sale on the 181st day from the date the last signature appears on this agreement with a realtor of husband's choice. Any deficiencies after costs of the sale and repayment of the mortgage, shall be the responsibility of Husband. Any profit shall be awarded to Husband.

X.

DEBTS

Each party shall be responsible for the debts in their respective names except that Mr. Vaughn shall, within ten (10) days of his signature hereto, pay the outstanding bill to Nashville Electric Service in the amount of $155.17 and the bill to Comcast in the amount of $75.03 and return the equipment to Comcast. Both debts are in Ms. Vaughn's name; however Mr. Vaughn incurred these debts while residing at the marital residence.

XI.

LIFE INSURANCE

Mr. Vaughn's life insurance with Primerica is automatically deducted from Ms. Vaughn's checking account monthly. At present, the cost of the policy increases yearly. Mr .Vaughn shall pay directly to Ms. Vaughn the monthly premium by the 5th of each month. Each year, when the cost of

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the monthly premium increases, Ms. Vaughn shall provide written notice of the increased amount to Mr. Vaughn and Mr. Vaughn shall pay the increased premium to Ms. Vaughn by the 5th of each month. However, if at any time, the cost of the life insurance for husband exceeds $200.00 pr month, the parenting plan shall be amended to reduce the required life insurance amount to whatever amount $200.00 per month will buy. Any cash value of the policy is awarded to husband. Upon emancipation of the parties' youngest child, Mr. Vaughn may cancel the insurance or change the beneficiary.

XII.

PENSION PLANS

Wife shall be awarded her 401K with AmSouth Bank to the exclusion of Husband.

XIII.

ENFORCEMENT PROVISIONS

In the event that either party has to petition the Court for enforcement of any of the provisions of this Agreement, then the party at fault, as determined by the Court, shall be responsible for reasonable attorney's fees, expenses and court costs and enforcement of the same.

XIV.

ACCEPTANCE BY THE PARTIES

With respect to each parties' responsibility for payment of certain debts and liabilities and their obligations to hold the other harmless for the payment thereof, the parties understand and agree that pursuant to the Bankruptcy Abuse, Prevention and Consumer Protection Act of 2205, that the parties intend the various payments and obligations contained herein be in the nature of a domestic support obligation and therefore are intended to be non-dischargeable even though a bankruptcy

Copy

court may determine later that the payments and obligations contained herein are dischargeable.

XV.

VOLUNTARY ACCEPTANCE

Each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

XVI.

ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

XVII.

ADDITIONAL INSTRUMENTS

Both parties agree to sign any and all deeds, titles, documents or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing thereof, and that they have signed same voluntarily.

XVIII.

DISCLOSURES

Each of the parties hereby warrants and represents to the other that there are no undisclosed outstanding obligations or liabilities contracted by him or her for which the other is responsible, and each does hereby save the other harmless from any such obligation or liability and to indemnify the other for any costs which he or she may incur in connection therewith, including reasonable attorney's fees.

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XIX.

COURT COSTS

Husband will pay all court costs for which let execution issue, if necessary.

XX.

ATTORNEY FEES

The parties will be responsible for their own attorney's fees. D. Scott Parsley has represented Wife only in this matter and has not offered nor rendered any advice to Husband.

Witness our hands, this 26 day of August, 2008, as to the Wife, and the 10th day of Sept, 2008, as to the Husband.

Cara Deahyn Vaughn
CARA DEAHYN VAUGHN

Donald J. Vaughn
DONALD J. VAUGHN

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **Cara Deahyn Vaughn,** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 26th day of August, 2008.

NOTARY PUBLIC

My Commission Expires: 3/20/2010

DAVID S. PARSLEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Copy

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **Donald J. Vaughn**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 10th day of September, 2008.

NOTARY PUBLIC

My Commission Expires: 7-24-2010

IRENE HAUDE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires JULY 24, 2010

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FILED FILED

STATE OF TENNESSEE	COURT Circuit	COUNTY Davidson
PERMANENT PARENTING PLAN ORDER [ ] PROPOSED [X] AGREED [ ] ORDERED BY THE COURT	2008 OCT 22 PM 4:32 RICHARD R. ROOKER, CLERK FILE NO. 07D-117 DIVISION IV	2008 OCT 15 PM 12:37 RICHARD R. ROOKER, CLERK D.C.
PLAINTIFF (Name: First, Middle, Last) DONALD JAY VAUGHN [ ] Mother [X] Father	DEFENDANT (Name: First, Middle, Last) CARA DEAHYN VAUGHN [X] Mother [ ] 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
[X] is a new plan.
[ ] modifies an existing Parenting Plan dated _____.
[ ] modifies an existing Order dated _____.

Child's Name	Date of Birth
Bailey Nicole Vaughn	1/1/98
Jaxson Blake Vaughn	11/3/01
Austin Lee Vaughn	7/14/06

1. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent is Mother, Cara Vaughn

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

Mother 280 days Father 85 days

B. DAY-TO-DAY SCHEDULE

The [X] mother [ ] father shall have responsibility for the care of the child or children except at the following times when the other parent shall have responsibility.

From Friday at 6:00 p.m. (Day and Time) to Sunday at 6:00 p.m. (Day and Time)

[ ] every week [X] every other week [ ] other: _____

Copy

The other parent shall also have responsibility for the care of the child or children at the additional parenting times specified below:

From 5:00 p.m. Wednesday (Day and Time) to 8:00 p.m. Wednesday (Day and Time)

[X] every week [ ] every other week [ ] other: _____.

This parenting schedule begins [ ] _____ (Day and Time) **or** [ ] date of the Court Order.

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	Odd	Even
Martin Luther King Day		
President's Day		
Easter Day (unless otherwise coinciding with Spring Vacation)	Even	Odd
Passover Day (unless otherwise coinciding with Spring Vacation)		
Mother's Day	Every	
Memorial Day (if no school)	Even	Odd
Father's Day		Every
July 4th	Odd	Even
Labor Day	Odd	Even
Halloween		
Thanksgiving Day & Friday	Even	Odd
Children's Birthdays		
Other School-Free Days		
Mother's Birthday	Every	
Father's Birthday		Every
Other		

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 except as follows: Alternate or split per agreement _____ beginning _____.

E. WINTER (CHRISTMAS) VACATION

The [X] mother [ ] father shall have the child or children for the first period from the day and time school is dismissed until December 25th at 1:00 p.m. [ ] in odd-numbered years [X] in even-numbered years [ ] every year. The other parent will have the child or 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.

Copy

Other agreement of the parents: _____

F. SPRING VACATION (*If Applicable*)

The day-to-day schedule shall apply except as follows: Alternate or split per agreement _____
_____
_____ beginning _____.

G. SUMMER VACATION

The day-to-day schedule shall apply except as follows: Each party shall have two weeks unrestricted vacation time _____ beginning _____.

Is written notice required? [X] Yes [ ] No. If so, 30 number of days.

H. TRANSPORTATION ARRANGEMENTS

The place of meeting for the exchange of the child or children shall be: Father shall pick up and return the minor children at Mother's residence _____

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.

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B. MAJOR DECISIONS

Major decisions regarding each child shall be made as follows:

Educational decisions	[X] mother	[ ] father	[ ] joint
Non-emergency health care	[X] mother	[ ] father	[ ] joint
Religious upbringing	[X] mother	[ ] father	[ ] joint
Extracurricular activities	[X] mother	[ ] father	[ ] joint
_____	[ ] mother	[ ] father	[ ] joint

III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Father's gross monthly income is $3,811.63
Mother's gross monthly income is $866.67

1. The final child support order is as follows:
   a. The [ ] mother [X] father shall pay to the other parent as regular child support the sum of $233.08 [X] weekly [ ] monthly [ ] twice per month
   [ ] every two weeks, beginning October 17, 2008 and each Friday thereafter.
   The Child Support Worksheet shall be attached to this Order as an Exhibit.*[1]

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

2. Arrearage Judgment: A judgment is hereby awarded in the amount of $1,860.00 to [X] mother [ ] father against the child support payor representing retroactive support required under Section 1240-2-4.06 of the D.H.S. Income Shares Child Support Guidelines dating from _____ which shall be paid (including pre/post judgment interest) at the rate of $860.00 on October 16, 2008; $500.00 on November 6, 2008; $500.00 on November 27, 2008 directly to the Mother.
   [ ] twice per month [ ] every two weeks until the judgment is paid in full.

3. No contempt Petition shall be filed by the Mother on the arrearages before October 17, 2008 unless the Father does not make the payments as set forth in the paragraph above.

This support shall be paid:
[X] directly to the other parent until the Final Decree is entered and then;
[X] to the Central Child Support Receipting Unit, P. O. Box 305200, Nashville, Tennessee 37229, and sent to the other parent at: 103 Creekwood Lane, Hendersonville, TN 37075
[ ] by direct deposit to the other parent at _____ Bank for deposit in account no. _____.
[ ] other: _____

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

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

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B. FEDERAL INCOME TAX EXEMPTION.[2]

The [X] mother [X] father is the parent receiving the tax exemption.

The parties agree that Mother will claim two children and Father one child every year. When the eldest child reaches majority, the parties will each claim one child. After the middle child emancipates, Mother shall claim the one remaining child until his emancipation.

The Father shall claim the following children: _____

The [ ] mother [ ] father may claim the exemptions for the child or children so long as child support payments are current by the claiming parent on January 15 of the year when the return is due. The exemptions may be claimed in : [ ] alternate years starting _____ [ ] each year [ ] other: _____.

The [X] mother [X] father will furnish IRS Form 8332 to the parent entitled to the exemption by February 15 of the year the tax return is due.

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 complete 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
[X] maintained by the father ~~through TennCare~~ MRC
[ ] 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 paid by [ ] mother [ ] father [X] pro rata in accordance with their incomes. 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.

The father shall maintain dental, orthodontic, and optical insurance on the minor child or children.

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*NOTE: The child support schedule assumptions in the guidelines (140-2-4-.03 (6)(b)) assume that the parent receiving the child support will get the tax exemptions for the child.

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E. LIFE INSURANCE

If agreed upon by the parties, the [ ] mother [X] father [ ] both shall insure his/her own life in the minimum amount of $ 300,000.00 by whole life or term insurance. Until the child support obligation has been completed, each policy shall name the following as sole irrevocable primary beneficiary: [ ] the other parent, [X] the other parent, as trustee for the benefit of the children, to serve without bond or accounting,
[ ] other _____.

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

The child or children are scheduled to reside the majority of the time with the [X] mother [ ] father. 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:

[X] 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 [X] written request [ ] certified mail [ ] other: _____.

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;

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(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) 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 and 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 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.

VII. PARENT EDUCATION CLASS

This requirement has been fulfilled by [ ] both parents [ ] mother [ ] father [ ] neither.
Failure to attend the parent education class within 60 days of this order is punishable by contempt.

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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.)

Mother

10-15-08, Nashville
Date and Place Signed

Sworn to and subscribed before me this 15TH day of OCTOBER, 2008.

My commission expires: 11/7/2011

Notary Public

MELISSA BARNES NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY

Father

10-15-08, Nashville
Date and Place Signed

Sworn to and subscribed before me this 15TH day of OCTOBER, 2008.

My commission expires: 11/7/2011

Notary Public

MELISSA BARNES NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY

APPROVED FOR ENTRY:

D. Scott Parsley
Attorney for Mother
217 Second Avenue, N.
Address
Nashville, TN 37201
Address
(615) 244-2202 BPR #13606
Phone and BPR Number

Irene Haude
Attorney for Father
95 White Bridge Road, Suite 208
Address
Nashville, TN 37203
Address
(615) 356-1580 BPR #12104
Phone and BPR Number

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 22nd day of Oct, 2008.

Judge or Chancellor

Copy

Effective as of 7/22/2008

State of Tennessee - Department of Human Servi...

10/15/2008 - 11:00 AM

Child Support Worksheet

FILED
2008 OCT 15 PM 12:37
RICHARD R. ROOKER, CLERK

FILED
2008 OCT 22 PM 4:33
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:	Bailey Vaughn	X		
Name of Father:	Donald Jay Vaughn		X	
Name of non-parent Caretaker:				
TCSES case #:				
Docket #:	07D-11[illegible]			
Court name:	Fourth Circuit Court - Davidson County			

Name(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
Bailey Nicole Vaughn	1/1/1998	280	85	
Jaxson Blake Vaughn	11/3/2001	280	85	
Austin Lee Vaughn	7/14/2006	280	85	

Part II. Adjusted Gross Income

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

			Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
1	Monthly Gross Income		$ 866.67	$ 3,811.63	
1a	Federal benefit for child		+	+	
1b	Self-employment tax paid		-	-	
1c	Subtotal		866.67	3,811.63	
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)		$ 866.67	$ 3,811.63	
2a	Combined Adjusted Gross Income	$4,678.30			
3	Percentage Share of Income (PI)		19%	81%	

Part III. Parents' Share of BCSO

4	BCSO allotted to primary parent's household	$ 1247.00	$ 0.00	$ 0.00
4a	Share of BCSO owed to primary parent	$ 0.00	$ 1010.07	
5	Each parent's average parenting time	N/A	N/A	
6	Parenting time adjustment	$ N/A	$ N/A	
7	Adjusted BCSO	$ 0.00	$ 1,310.07	

Part IV. Additional Expenses

		Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
8a	Children's portion of health insurance premium	$	$	$
8b	Recurring uninsured medical expenses	$	$	$
8c	Work-related childcare	$	$	$
9	Total additional expenses	$ 0.00	$ 0.00	$ 0.00
10	Share of additional expenses owed	$ 0.00	$ 0.00	
11	Adjusted Support Obligation (ASO)	$ 0.00	$ 1,010.07	

Part V. Presumptive Child Support Order

		OBLIGATION	
12	Presumptive Child Support Order (PCSO) *	$ 0.00	$ 1,010.00

* Enter the difference between the greater and smaller numbers from Line 11 except in non-parent caretaker situations

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 obligor parent	$	$
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):	$	$
15	Final Child Support Order (FCSO)	$ 0.00	$ 1,010.00
16	FCSO adjusted for Federal benefit, Line 1a, Obligor's column.	$ 0.00	$ 1,010.00

Comments, Calculations, or Rebuttals to Schedule

Preparer's Use Only

Name:
Title:
Date: 10/15/2008

Copy

It is Ordered, Adjudged and Decreed that the Complaint for Divorce is amended to reflect that the minor children's names are as follows: 1) Bailey Nicole Vaughn D/O/B 1/1/98; 2) Jaxson Blake Vaughn D/O/B 11/3/01 3) Austin Lee Vaughn D/O/B 7/14/06. MKP023817.

It is finally **ORDERED, ADJUDGED AND DECREED** that the costs are assessed against Donald J. Vaughn, 415 Church Street, Apartment 2510, Nashville, Tennessee 37219-1844, for which let execution issue, if necessary. Ms. Vaughn's address is Cara Vaughn, 103 Creekwood Lane, Hendersonville, Tennessee 373075.

ENTER this 22nd day of Oct; 2008.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

D. SCOTT PARSLEY, #13606
BARRETT, JOHNSTON & PARSLEY
217 Second Avenue North
Nashville, TN 37201
615-244-2202

Michael K. Parsley, #23817
Barrett, Johnston Parsley
217 2nd Ave. North
Nashville, TN 37201
615-244-2202

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing document has been served on Irene Haude, Suite 208, Cavalier Building, 95 White Bridge Road, Nashville, TN 37205, by placing same in the U. S. Mail, postage prepaid, on this the 22nd day of October, 2008.

D. SCOTT PARSLEY

Copy

CERTIFICATE OF SERVICE

DOCKET NO. 07D117

Pursuant to Rule 58(3) of the Tennessee rules of Civil Procedure, I hereby certify I have mailed a copy of the foregoing Judgment to the parties/counsel listed below, on this 27TH day of OCTOBER, 2008.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____

Deputy Clerk

D. SCOTT PARSLEY, ATTORNEY
BARRETT, JOHNSTON & PARSLEY
217 2ND AVE. NORTH
NASHVILLE, TN 37201

IRENE HAUDE, ATTORNEY
CAVALIER BUILDING, SUITE 208
95 WHITE BRIDGE RD.
NASHVILLE, TN 37205

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 OCTOBER , 2008 , in the Case Number 07D117 between VAUGHN, DONALD JAY Plaintiff, and VAUGHN, CARA DEAHYN 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 20 day of NOVEMBER in the year two thousand eight and in the 232nd year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

