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FILED

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

2006 AUG -9 PM 3:04

RICHARD R. ROOKER, CLERK

D.C.

MARLOW MARTIN BLACKMAN,
Social Security No[redacted]

Plaintiff,

vs.

GWENDOLYN JAMISON BLACKMAN,
Social Security No. unknown

Defendant.

Docket No. 05D3860

Davidson County DEEDDIV
Recvd: 01/16/09 15:51 26 ps
Fees:132.00 Taxes:0.00
20090116-0004398

FINAL DECREE OF DIVORCE

This cause came to be heard on the 9th day of August, 2006, before the Honorable Muriel Robinson Judge of the Fourth Circuit Court for Nashville, Davidson County, Tennessee, upon the Husband's Complaint for Absolute Divorce, submission to the Court of a duly executed Marital Dissolution Agreement, and the entire record. From all of which the Court finds that the Husband should be awarded an absolute divorce upon the grounds of irreconcilable differences. The Court further affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between parties. The Court further finds that all issues of the minor children including visitation, child support, and shared parenting are included in the Permanent Parenting Plan executed by the parties.

It is, therefore, **ORDERED, ADJUDGED, and DECREED** that the Husband, MARLOW MARTIN BLACKMAN, should be and is hereby granted an absolute divorce from the Wife, GWENDOLYN JAMISON BLACKMAN, upon the grounds of irreconcilable differences, and that he should be and is hereby restored to all of the rights and privileges of an

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unmarried person.

It is, further, **ORDERED, ADJUDGED, and DECREED** that the Marital Dissolution Agreement heretofore executed by the parties is hereby adopted in its entirety as an Order of this Court, and more particularly set out as follows, to wit:

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RICHARD R. ROOKER, CLERK

D.C.

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

MARLOW MARTIN BLACKMAN,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Docket No. 05D3860
	)	
GWENDOLYN JAMISON BLACKMAN,	)	
	)	
Defendant.	)	

ENTERED 6/12/06

MARITAL DISSOLUTION AGREEMENT

WHEREAS, MARLOW MARTIN BLACKMAN, (hereinafter referred to as the "Husband") and GWENDOLYN JAMISON BLACKMAN, (hereinafter referred to as the "Wife") have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and,

WHEREAS, the parties are presently living separate and apart; and,

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement providing for the division of their property and debts, and to tender this Agreement to the Court for approval in the event that a Final Decree of Divorce is granted in this cause; and,

WHEREAS, the parties desire to enter into a Permanent Parenting Plan providing for all issues of the parties' minor children including visitation, child support, and shared parenting; and,

WHEREAS, it is understood that the Husband will file suit for absolute divorce upon the grounds of irreconcilable differences in the Circuit Court for Davidson County, Tennessee, pursuant to Tennessee Code Annotated 36-4-103, and that this Agreement shall be attached to the Complaint for Divorce as an exhibit, to which reference is specifically made. It is further understood that the Wife, by signing this Agreement, makes a general appearance before the Circuit Court of Davidson

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County, Tennessee, so that it will not be necessary to obtain service of process over the Wife in this cause, for the purpose of granting the Husband a divorce upon the grounds of irreconcilable differences; and

WHEREAS, there are two (2) minor children born of this marriage, namely, to wit, Marlow Blackman, II, d.o.b. 12-25-01 and Hannah Lin Blackman, d.o.b.7-30-03;

WHEREAS, the parties own real property and do own some items of personal property;

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

I. NO INTERFERENCE.

It is agreed by and between the parties, that 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. It is further agreed that neither party shall molest nor threaten nor harass the other.

II. DIVORCE.

It is agreed by and between the parties that the Husband shall proceed to obtain an absolute divorce upon the grounds of irreconcilable differences.

III. PERSONAL PROPERTY.

a) Vehicles. It is agreed by and between the parties that the Wife shall keep as her sole property the 1998 Ford Taurus which she drives as her vehicle, titled in the wife's name. Any interest of the Husband in the vehicle is hereby divested from the Husband and reinvested in the Wife so that the Wife shall own said vehicle as her sole property, free and clear of any claim of the Husband. It is further agreed that the Wife shall be solely responsible for any debts and encumbrances thereon, and that she shall indemnify and hold the Husband harmless thereon.

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It is agreed by and between the parties that the Husband shall keep as his sole property the 1992 Toyota Corolla and 2003 Ford Taurus, both of which he drives as his vehicles, titled in the Husband's name. Any interest of the Wife in the vehicles is hereby divested from the Wife and reinvested in the Husband so that the Husband shall own said vehicles as his sole property, free and clear of any claim of the Wife. It is further agreed that the Husband shall be solely responsible for any debts and encumbrances thereon, and that he shall indemnify and hold the Wife harmless thereon.

b) Household Furniture, Fixtures & Appliances. It is agreed by and between the parties that they shall each own as their sole property the household items now in their possession, free and clear of any interest or claim of the other party.

c) Bank Accounts. It is agreed by and between the parties that each party shall own as their sole property any and all bank accounts, being checking, savings or otherwise, that they have in their sole names. It is further agreed by and between the parties that each party shall relinquish any claim that they may have in any funds in the bank account in the name of the other. The parties acknowledge that they do not have a joint bank account.

The parties acknowledge that they have already divided between themselves all other items of tangible personal property. It is agreed by and between the parties that each party shall own as their sole property all items of personal property now in their possession. Any interest of one party in the personal property in the possession of the other party is hereby divested from the one and reinvested in the other so that they shall each own that property in their possession as their sole property, free and clear of any claim of the other.

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IV. REAL PROPERTY.

It is agreed by and between the parties that the Wife shall relinquish any interest that she might have in the real property owned by the parties located at 112 Davenport , Nashville, 37217, Davidson County, Tennessee, and more particularly described below, so that the Husband shall own this property free and clear of any interest or claim of the Wife, and any interest of the Wife shall be divested from her and reinvested in the Husband. Wife has previously signed a Quit Claim Deed relating to this property, thereby divesting any, and all, interest that she may have in such property unto the Husband.

It is further agreed by and between the parties that the Husband shall be solely responsible for the encumbrance on the aforesaid real property and that he shall indemnify and hold the Wife harmless thereon. and that the Husband shall refinance said property within ninety (90) days of the entry of the Final Decree in this matter to remove Wife's liability from said property.

It is agreed by and between the parties that the Husband shall relinquish any interest that he might have in the real property owned by the parties located at 3431 Tisdall Drive, Whites Creek, 37189, Davidson County, Tennessee, so that the Wife shall own this property free and clear of any interest or claim of the Husband, and any interest of the Husband shall be divested from him and reinvested in the Wife. Husband agrees to sign all necessary documents, including a Quit Claim Deed, divesting any, and all, interest that he may have in such property unto the Wife.

It is further agreed by and between the parties that the Wife shall be solely responsible for the encumbrance on the aforesaid real property and that she shall indemnify and hold the Husband harmless thereon. and that the Wife shall refinance said property within ninety (90) days of the entry of the Final Decree in this matter to remove Husband's liability from said property.

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V. RETIREMENT PLANS.

The parties acknowledge that they have not acquired an interest in a retirement/pension or profit-sharing plan as a result of their employment.

VI. MARITAL DEBTS.

It is agreed by and between the parties that the Husband shall be responsible for the following debts: Citicard Account held by Wife, bearing an expense incurred by Husband for car repairs to Husband's vehicle. The current balance of the account, and the total principal payable by Husband to Wife from Husband is $2,440.00. Husband shall pay to Wife $100.00 per month for payment of the same, until the balance of the $2,440.00 and all accrued interest has been paid in full. Interest accrues monthly on this account at the rate of 5.99%.

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 in his sole name and he 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 in her sole name and she agrees to hold Husband harmless from any liability for such debts.

VIII. NO FURTHER ENCUMBRANCES.

It is agreed by and between the parties that neither party shall further encumber the credit of the other from and after the date of signing this Marital Dissolution Agreement.

IX. INCOME TAXES.

The parties agree that they shall assume any and all liability whatsoever for any joint indebtedness to the United States Internal Revenue Service incurred by the parties during their marriage prior to December 31, 2005. Each party further agrees to indemnify and hold the other

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party harmless for their portion of any such joint debt.

The parties agree that each shall file a separate income tax return for the 2006 tax year, and each shall be solely responsible for the payment of any federal income tax owed on their separate returns for the 2006 tax year.

X. ATTORNEY FEES.

It is agreed by and between the parties that each party shall pay their own attorney fees for representation in this matter.

XI. COURT COSTS.

It is agreed by and between the parties that the court costs in this action shall be paid by the Husband.

XII. PERMANENT INJUNCTION.

It is agreed by and between the parties that both parties should be permanently restrained and enjoined from coming about the other for the purpose of harming, harassing, threatening, or intimidating the other.

XIII. FURTHER NECESSARY ACTS.

It is agreed by and between the parties that both parties will sign any and all deeds, titles, documents or other instruments necessary to carry out the purposes and intents of this Agreement.

XIV. ESTATE WAIVER.

It is agreed by and 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 others property,

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including without limitation, dower, courtesy, 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/trix of the other's estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

XV. ENTIRE AGREEMENT.

It is agreed by and between the parties that this Agreement contains the entire understanding of the parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein and that all prior and oral agreements are hereby merged with this Agreement. It is further agreed by and between the parties that this Marital Dissolution Agreement may not be amended except in writing by the consent of both parties.

XVI. ENFORCEMENT.

It is agreed by and between the parties that in the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, and if successful, he or she shall also be entitled to a judgment for reasonable expenses including attorney fees incurred in prosecuting the action.

XVII. NO OTHER ASSETS.

The parties acknowledge that there are no other 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 a full disclosure to each other of all assets in which they have an interest.

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XVIII. NO UNDUE INFLUENCE.

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

XIX. SEVERABILITY.

In the event that 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.

XX. AFTER-ACQUIRED PROPERTY.

The parties acknowledge that between the date of execution of this Agreement and entry of a Final Decree of Divorce, the parties may acquire additional property, either real, personal, or mixed. The parties agree that each shall own such after-acquired property as his or her sole property, free and clear of any interest or claim of the other.

XXI. ACCEPTANCE BY THE PARTIES.

With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a nondischargeable debt under 11 USC Section 523(5) of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the Marital Dissolution Agreement.

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XXII. 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.

XXIII. NO TAX ADVICE.

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

XXIV. MAIDEN NAME RESTORED.

It is hereby agreed by and between the parties that the Wife shall have the option of restoring her maiden name of Jamison.

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WITNESS OUR HANDS, this 1st day of June, 2006 as to the Wife, and this 25th day of May, 2006 as to the Husband.

GWENDOLYN JAMISON BLACKMAN

MARLOW MARTINE BLACKMAN

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, GWENDOLYN JAMISON BLACKMAN, with whom I am personally acquainted or who provided identification, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 1st day of June, 2006.

TIFFANY R. ADDISON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TN My Commission Exp. March 21, 2009

NOTARY PUBLIC

My Commission expires: _____

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, MARLOW MARTIN BLACKMAN, with whom I am personally acquainted or who provided identification, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this _____ day of _____, 2006.

ROBERT J. THRASH NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENNESSEE

NOTARY PUBLIC

My Commission expires: My Commission Expires SEPT. 22, 2007

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STATE OF TENNESSEE	DAVIDSON COUNTY FOURTH CIRCUIT COURT	DAVIDSON COUNTY

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RICHARD R. ROOKER, CLERK
D.C.

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2006 JUL 25 AM 11:26
RICHARD R. ROOKER, CLERK
D.C.

PERMANENT PARENTING PLAN ORDER

DOCKET NO. 05D3868

• PROPOSED ☐ AGREED ☐ ORDERED BY THE COURT

PLAINTIFF *(Name: First, Middle, Last)*	DEFENDANT *(Name: First, Middle, Last)*
MARLOW MARTIN BLACKMAN	GWENDOLYN JAMISON BLACKMAN
☐ Mother • Father	• 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.

ENTERED 6/2/06

This plan
- • is a new plan
- ☐ modifies an existing Parenting Plan dated
- ☐ modifies an existing Order dated

Child's Name	Date of Birth
Marlow Blackman, II	12/25/01
Hannah Lin Blackman	7/30/03

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent is Gwendolyn Jamison Blackman.

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

Mother 285 days Father 80 days

B. DAY-TO-DAY SCHEDULE

The • 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. to Sunday at 6:00 p.m.

☐ every week • every other week ☐ other:

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

From Thursday at 6:00 p.m. to Thursday at 9:00 p.m.

• every week □ every other week □ other:

This parenting schedule begins **the date of the Court's 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	Odd	Even
Presidents' Day	Even	Odd
Easter Day (unless otherwise coinciding with Spring Vacation)	Even	Odd
Passover Day (unless otherwise coinciding with Spring Vacation)	Odd	Even
Mother's Day	Every	
Memorial Day (if no school)	Odd	Even
Father's Day		Every
July 4th	Even	Odd
Labor Day	Odd	Even
Halloween	Even	Odd
Thanksgiving Day & Friday	Odd	Even
Children's Birthdays	Every	Every
Other School-Free Days	Odd	Even
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 _beginning _.

E. WINTER (CHRISTMAS) VACATION

The • mother □ father shall have the child or children for the first period from the day and time school is dismissed until December 25 at 4:00 pm □ in odd-numbered years • 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.

Other agreement of the parents:

F. SPRING VACATION (*If applicable*)

The day-to-day schedule shall apply except as follows _beginning _.

G. SUMMER VACATION

Father

The day-to-day schedule shall apply except as follows: ~~Each parent~~ shall receive two consecutive weeks of unrestricted vacation time with the minor children beginning summer of 2006

Is written notice required? • Yes □ No. If so, Father must provide notification of the dates he intends to exercise this right no later than April 15th.

H. TRANSPORTATION ARRANGEMENTS

The place of meeting for the exchange of the child or children shall be _.

Payment of long distance transportation costs *(if applicable):* □ mother □ father • both equally.

Other arrangements: The Father shall pick up the children at the Mother's residence and the Mother shall retrieve the children from the Father's residence.

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*

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
_____	□ mother	□ father	joint

III. FINANCIAL SUPPORT

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A. *CHILD SUPPORT*

Father's gross monthly income is $3,122.72.
Mother's gross monthly income is $3,023.13.

1. The final child support order is as follows:
The ☐ mother ● father shall pay to the other parent as regular child support the sum of $ 303.50 weekly ☐ monthly ● twice per month ☐ 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. **Retroactive Support: A judgment is hereby awarded in the amount of $ to ☐ 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 $_ per ☐ week ☐ month ☐ twice per month ☐ every two weeks until the judgment is paid in full.**

3. Payments shall begin upon the Order of the Court.

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: Gwendolyn Blackman, 469 Ponder Place, Apt #416, Nashville, TN 37228.
A Wage Assignment Order is attached to this Parenting Plan.
☐ 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.

* 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*

* 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.

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The ◦ mother father is the parent receiving child support.

The Mother shall claim the following children: Hannah Lin Blackman & Marlow Blackman

The Father shall claim the following children: ~~Marlow Blackman, II for the years of 2006, 2007 and 2006. Beginning the year of 2009, the Mother may claim both children each year.~~

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 mother ◦ father will furnish IRS Form 8332 to the parent entitled to the exemption by February 15th 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 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 paid by □ mother □ father ◦ pro rata in accordance

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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.

If available through work, the □ mother • father shall maintain dental, orthodontic, and optical insurance on the minor child or children.

E. LIFE INSURANCE

If agreed upon by the parties, the □ mother □ father • both shall insure his/her own life in the minimum amount of $100,000.00 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 • 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 • 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:

- • 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:

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.

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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

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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 □ mother □ father • neither.
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.)***

Copy

Gwendolyn Blackman
Mother

6/1/06
Date and Place Signed

Sworn to and subscribed before me this 1st day of June

My commission expires: My Commission Exp. March 21, 2009

Notary Public

TIFFANY R. ADDISON
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY, TN

Father

3rd Avenue, North, Suite 100
Nashville, TN. 37201
5/25/06
Date and Place Signed

ROBERT J. TURNER
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.
My Commission Expires SEPT. 22, 2007

Sworn to and subscribed before me, this ___ day of ___, 20 06.

My commission expires: ___

Notary Public

APPROVED FOR ENTRY:

Stephanie J. Williams
Attorney for Mother
2280 Metrocenter Blvd., Suite 300
Address
Nashville, TN 37228
Address
(615) 254-1600, #023380
Phone and BPR Number

Robert J. Turner
Attorney for Father
Robert J. Turner & Assoc., P.C.
Address
208 Third Ave. N., Ste. 100, Nashville, TN
Address
(615) 259-2660 BPR#15107
Phone and BPR Number

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: to the Husband.

It is so ORDERED this the 9th day of Aug, 2006.

Muriel Robinson, Judge

Effective as of 6/26/2006

State of Tennessee - Department of Human Services

Copy

7/24/2006 - 9:42 AM

Child Support Worksheet

Part I. Identification

FILED
2006 JUL 25 AM 11:26
RICHARD ROOM CLERK

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

		PRP	ARP	SPLIT
Name of Mother:	Gwendolyn J Blackman	X		
Name of Father:	Marlow M Blackman		X	
Name of non-parent Caretaker:				

TCSES case #:

Docket #:

Court name:

Name(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
Marlow M Blackman III	12/25/2001	285	80	
Hannah Lin Blackman	7/30/2003	285	80	

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	$ 2,920.00	$ 2,200.00	
1a	Social Security benefit for child	- 0.00	- 0.00	
1b	*Self-employment tax paid*	- 0.00	- 0.00	
1c	Subtotal	2,920.00	2,200.00	
1d	Credit for in-home children	- 0.00	- 0.00	
1e	Credit for not-in-home children	- 0.00	- 342.75	
2	Adjusted Gross Income (AGI)	$ 2,920.00	$ 1,857.25	
2a	Combined Adjusted Gross Income	$4,777.25		
3	Percentage Share of Income (PI)	61%	39%	

Part III. Parents' Share of BCSO

4	BCSO allotted to primary parent's household	$ 1107.00	$ 0.00	$ 0.00
4a	Share of BCSO owed to primary parent	$ 0.00	$ 431.73	
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	$ 431.73	

Part IV. Additional Expenses

		Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
8a	Children's portion of health insurance premium	$ 50.00	$ 0.00	$
8b	Recurring uninsured medical expenses	$ 0.00	$ 0.00	$
8c	Work-related childcare - Payroll Deducted	$ 0.00	$ 0.00	$
8d	Work-related childcare - Non-Payroll Deducted	$ 400.00	$ 0.00	$
9	Total additional expenses	$ 450.00	$ 0.00	$ 0.00
10	Share of additional expenses owed	$ 0.00	$ 175.50	
11	Adjusted Support Obligation (ASO)	$ 0.00	$ 607.23	

** 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	$ 607.00

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

Low Income? [redacted] (N=15% Y=7.5%)
Current Order Flat %? [redacted] (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	$ 607.00
16	FCSO adjusted for SS benefit, Line 1a, Obligor's column.	$ 0.00	$ 607.00

Comments, Calculations, or Rebuttals to Schedule

Preparer's Use Only

Name: [redacted] Date: 7/24/2006
Title:

Copy

It is, further, **ORDERED, ADJUDGED, and DECREED** that all right, title, and interest that the Husband might have in the real property owned by the parties located at 3431 Tisdall Drive, Whites Creek, TN 37189, Davidson County, and more particularly described below, is divested out of Husband and is reinvested in Wife and the Wife owns this property free and clear of any interest or claim of the Husband.

> Being Lot No. 8-B on the plkan of the first revision of the Zone Lot Division of Lot Nos. 8 and 9, Deer Meadows, Phase I, of record in plat book 6250, page 51, amending plat book 5800, page 270, Register's Office for Davidson County Tennessee.
> Being the same property conveyed to Gwendolyn Blackman and Husband, Marlow M. Blackman by Warranty Deed from Gwendolyn Bond, unmarried, of record in Book No. 11760, Page 615, Register's Office for Davidson County Tennessee.

It is, further, **ORDERED, ADJUDGED, and DECREED** that the Wife, GWENDOLYN JAMISON BLACKMAN, shall be restored to her maiden name, Jamison, and henceforth, Wife's legal name shall be Gwendolyn Jamison.

It is, further, **ORDERED, ADJUDGED, and DECREED** that the costs of this cause should be and are hereby taxed to the Husband.

The address of the parties at the time of the Final Decree of Divorce are as follows:

Wife	Husband
GWENDOLYN JAMISON BLACKMAN	MARLOW MARTIN BLACKMAN
469 Ponder Place, Apt. #416	112 Davenport Drive
Nashville, TN 37228	Nashville, Tennessee 37217

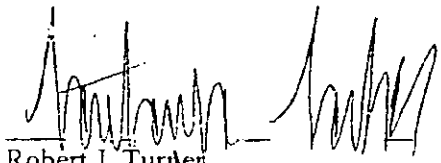
ENTERED THIS THE 9th DAY OF Aug, 2006.

MURIEL ROBINSON, JUDGE

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APPROVED FOR ENTRY

ROBERT J. TURNER & ASSOC., P.C.



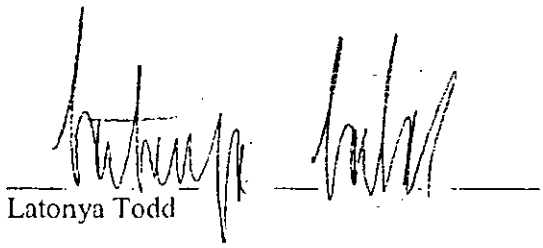
Robert J. Turner
Supreme Court No. 015107
Latonya Todd No. 024757
Attorneys for Husband
208 Third Avenue North, Suite 100
Nashville, Tennessee 37201
(615) 259-2660

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing document has been sent to the following by (X) U. S. Mail, postage prepaid; (XX) hand delivery; ( ) facsimile transmission to _____, hard copy to follow via regular U. S. Mail:

Stephanie J. Williams, Esq.
MANSON, JONES & ASSOCIATES
The Waterfront
2280 Metrocenter Blvd.
Suite #300
Nashville, TN 37228

This the 9th day of August, 2006.



Latonya Todd

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 09 day of AUGUST , 2006 , in the Case Number 05D3860 between BLACKMAN, MARLOW MARTIN Plaintiff, and BLACKMAN, GEWNDOLYN JAMISON 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 09 day of JANUARY in the year two thousand nine and in the 232nd year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

SEAL

