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

FILED
2009 JAN 20 PM 3:48
RICHARD R. ROOKER, CLERK
D.C.

STEPHENIE B. DODSON,
Plaintiff/Counter-Defendant,
v.
JOHN CHRISTOPHER DODSON,
Defendant/Counter-Defendant.

DOCKET NO. 08D-275

FINAL DECREE OF DIVORCE

This cause was heard on January 20, 2009, before the Honorable ~~Muriel Robinson~~ Jack Norman, Jr. Substitute, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint for Absolute Divorce filed by the Plaintiff and written Marital Dissolution Agreement and Parenting Plan entered into by the parties and filed in this cause; from all of which it appears to the Court, and the Court finds as follows:

This Court has jurisdiction in all necessary particulars of this case, and the facts alleged in the complaint are true and correct as to the necessary elements of an irreconcilable differences divorce.

The differences between the parties have become irreconcilable and divorce should be granted to the Plaintiff, Stephenie B. Dodson, on the ground of Irreconcilable Differences pursuant to T.C.A. §36-4-101(14).

The parties heretofore have entered into a written Marital Dissolution Agreement, which the Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties, pursuant to T.C.A. §36-4-103(b).

The Marital Dissolution Agreement entered into by the parties is as follows:

BILL GARRETT, Davidson County
Trans:T20090039025 DEEDDIV
Recvd: 06/11/09 13:21 23 pgs
Fees:117.00 Taxes:0.00
20090611-0054341

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FILED 08D275

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RICHARD R. ROOKER, D.C.

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is made between STEPHENIE BIENER DODSON, hereinafter called Wife, and JOHN CHRISTOPHER DODSON, hereinafter called Husband.

WHEREAS, the parties were married on November 7, 1986 in Nashville, Tennessee and no children are contemplated; and

WHEREAS, the parties have experienced certain difficulties and differences in their marriage, as a result of which the Wife has filed a divorce action in the Fourth Circuit Court for Davidson County, Tennessee, under docket number 08D-275, alleging irreconcilable differences as grounds; and

WHEREAS, the parties are living separate and apart, and they believe that there is no hope for reconciliation; and

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement, which provides for the equitable settlement of all property and support rights between them, and the parties desire to avoid unnecessary conflict for themselves by proceeding with an uncontested divorce, and

WHEREAS, both parties are aware of their possessions and obligations, and their legal rights and each party is represented by a separate attorney or has had the opportunity to consult with an attorney prior to entering into this Agreement;

NOW THEREFORE, the parties do agree as follows:

CHILDREN. There is one minor child born of the marriage, to wit: Thomas Dean Dodson (born 07/31/1994). All provisions related to decision making, custody, visitation and support are set forth in a contemporaneously filed Parenting Plan..

CONSIDERATION. The consideration for this agreement is the mutual promises and agreement set forth below, as well as the intention to be bound thereby.

MUTUAL RESTRAINT. Each party shall be free from interference, authority and control by the other party. Neither party shall embarrass, harass, molest or interfere with the other party at home, at any place of employment, or in any manner. Neither party shall compel or require the other party to cohabit or dwell

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together.

LIFE INSURANCE. Each party shall be the owner of all life insurance policies currently in force on their lives. After the execution of this Agreement, each party shall be permitted to remove the other party from any and all life insurance policies owner or maintained by them in their own name and under which the other party may be named as a beneficiary; and, each party shall thereafter be responsible for obtaining and maintaining their own policies and the payments of premiums thereon. Further, neither party, after the execution of his Agreement shall make or attempt to make any claim against a life insurance policy maintained by other party except as provided for in the contemporaneously entered Parenting Plan.

HEALTH INSURANCE. Each party shall be solely responsible for their own health insurance. Each party shall be solely responsible for their own medical bills whether outstanding at the time of execution of this Agreement or incurred in the future and each party shall hold the other party harmless from all liability for those medical debts and expenses.

REAL PROPERTY. The parties own as tenants by the entirety certain real estate used as their marital residence situated at 3002 Blakemore Avenue, Nashville, TN 37212 and more particularly described in the deed attached as Exhibit A.

All right, title and interest of the Wife in and to said property shall be divested from her and vested solely in the Husband. The deed is currently in Husband's name alone, and it is not necessary for Wife to execute a quitclaim deed in favor of Husband. Should Wife's execution of a quitclaim deed become necessary for any reason, it shall be Husband's responsibility to provide to Wife at his cost.

PERSONAL PROPERTY. The Wife shall retain as her sole and separate property, free from all claims of the Husband, all personal property of whatever description in her possession, including household furniture, her clothing, her separate bank account(s), and any vehicle(s) titled to Wife solely.

With the exception of property listed below, the Husband shall retain as his sole and separate property, free from all claims of the Wife, all personal property of

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whatever description in his possession, including household furniture, his clothing, his separate bank account(s), and any vehicle(s) titled to him solely. Husband shall return to Wife within ten days of the signing of this document the following items:

1. An antique twin bed frame
2. White louvered room divider
3. Heirloom perennials from the garden
4. 2 window boxes
5. 2 concrete planters
6. 4 ladder back chairs
7. 1 sun chair
8. 1 breakfast room table
9. 1 black round table.

Each party shall receive as his or her sole and separate property, free and clear of any claims by the other party, the respective vehicles driven by him or her and/or titled in his or her name. Therefore, Husband shall receive his ~~1995 Honda~~ Accord, Cadillac, Buick Regal, Oldsmobile 98. Each party hereby assumes sole and separate responsibility for paying all debts, costs, expenses, and liabilities associated with his or her own vehicles and shall hold the other party harmless from any liability therefor. The parties warrant they have no vehicles, boats, campers, trailers, or other vehicles that are titled jointly.

Wife shall receive the 1995 Honda free & clear of any claim of Husband. SD

Husband shall retain, free and clear of any claim of Wife, all rights to any music in which he has any interest. Further, Husband shall retain, free and clear of any claim of Wife, all right and title to any corporation or business in which he has an interest.

BANK ACCOUNTS. The parties have separate bank accounts. Each party is divested of any interest in the other parties' respective account. Each party is vested with the sole and exclusive interest of the account in their name.

BONDS AND SECURITIES. The parties do not own any bonds or securities and each warrants that none were acquired during the course of the marriage.

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DEBTS. Except as otherwise provided herein, Wife agrees that she shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by her and further agrees to hold Husband harmless from any liability for such debts. Except as otherwise provided herein, Husband agrees that he shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by him and further agrees to hold Wife harmless from any liability for such debts.

RETIREMENT AND PENSION FUNDS. Neither party owns or has any interest in any retirement or deferred income account.

ALIMONY. Wife is in need of Rehabilitative Alimony pursuant to T.C.A. §36-5-121(d). Husband shall pay to Wife the sum of Eight-Hundred, Fifty dollars ($850.00) per month for Eighty-Four (84) months due on February 5, 2009 and the fifth of each month thereafter. Said Rehabilitative Alimony shall be tax deductible to Husband taxable to Wife for the purpose of filing their respective income tax returns. Husband obligation to pay said alimony shall terminate automatically upon Wife's death. Said alimony is not modifiable.

Further, Husband shall pay to Wife as Alimony in Solido the sum of Twenty-Thousand ($20,000.00) dollars within 90 days of the entry of the Final Decree of Divorce, contingent upon his being able to secure a loan for that purpose using the real property as security therefor. If Husband is unable to secure that loan, the real property will be sold and Husband will pay to Wife as Alimony in Solido Forty (40%) of the net proceeds of the sale of the home. Net proceeds, as used herein, includes any residual funds after payment of real estate agent fees, costs, taxes and other fees associated therewith. If the home is sold, Husband shall choose a licensed real estate agent to effectuate the sale. If the real estate agent recommends repairs to the home prior to placing it on the market, Husband shall be wholly responsible for the cost of any repairs and the cost of those repairs shall not be deducted from Wife's payment.

ATTORNEY'S FEES. Each party is represented by a separate attorney or has had an opportunity to consult a separate attorney before signing this Agreement.

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Husband shall be responsible for his own attorney's fees. Husband shall pay to Jeff Spark, Attorney for Wife, the sum of Five-Thousand ($5,000.00) dollars for her reasonable attorney's fees when Husband refinances his home to pay Wife's Alimony in Solido, sells the home or One-Hundred, Eighty (180) days from the date of entry of the Final Decree of Divorce, whichever occurs first. Upon entry of a Final Decree of Divorce, the attorneys of record will be release from further responsibility in this action and shall be released as surety for future courts costs.

COURT COSTS. Husband shall pay any court costs associated with this matter.

ENFORCEMENT. If it becomes necessary for either party to bring a court action to assist in the enforcement of this Agreement, and the Court finds that one of the parties violated the terms of this Agreement, any order to enforce compliance with the terms of this Agreement shall include the assessment of court costs and attorneys fees against the violating party.

DIVORCE DECREE. The parties desire that this Agreement be incorporated in any final decree of divorce that may be entered in any court having appropriate jurisdiction of the parties. The parties agree that this agreement shall be submitted to the Court for its ratification and approval.

VOLUNTARY AND BINDING. This Agreement is entered into without undue influence, fraud, coercion, or misrepresentation. Each party acknowledges that he or she has read this Agreement, that it is fair and equitable and that it is entered into voluntarily. Each party agrees to abide by the provisions of this Agreement and to be bound thereby. Each party aggress to execute all documents necessary to carry our the terms of this Agreement.

ENTIRE AGREEMENT. This Agreement contains the entire understanding and agreement of the parties, superseding any prior written and oral agreements between the. The parties have made no representations or warranties other then those expressed in this Agreement.

APPLICABLE LAW. This agreement shall be construed and governed by the laws of the State of Tennessee.

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MODIFICATION. This Agreement is intended to be incorporated into a court order for divorce. This Agreement will no longer be effective after the expiration of 180 days from the date the parties sign this Agreement unless either party is granted an absolute divorce by the court within 180 days. Any modification of this Agreement before the divorce is entered shall be in writing, signed by both parties, and filed with the court before the final hearing of divorce. Any modification of this Agreement after the final divorce decree is entered shall also be made in writing, signed by both parties, and filed with the court in which the divorce decree is entered.

BANKRUPTCY & INDEMNIFICATION. Whenever either party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability therefor, such obligation is intended to be a support obligation under 11 U.S.C. Section 523(5). It is intended by the parties that any obligation so designated is not dischargeable in bankruptcy by either party. Each party hereby affirmatively acknowledges that their obligation to pay said debts, when viewed as a whole, is neither excessive nor unreasonable.

In the event a creditor or either party makes a claim against the other party, which is upheld by a Court of competent jurisdiction, to pay any debt for which the other party is responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover from the responsible party the amount of any payment he or she makes, including interest, and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

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

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IN WITNESS WHEREOF, the parties have executed this agreement on the day and date below written.

Stephenie Biener Dodson

John Christopher Dodson

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this the 7th day of January, 2009, personally appeared Stephenie Biener Dodson, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed same as and for her free act and deed.

MONIKA B. RIDLEY STATE OF TENNESSEE NOTARY PUBLIC RUTHERFORD COUNTY, TENN.

Monika B. Ridley
NOTARY PUBLIC

My commission expires: 11/18/2012

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this the 7th day of January, 2009, personally appeared John Christopher Dodson, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed same as and for his free act and deed.

MONIKA B. RIDLEY STATE OF TENNESSEE NOTARY PUBLIC RUTHERFORD COUNTY, TENN.

Monika B. Ridley
NOTARY PUBLIC

My commission expires: 11/18/2012

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D.C.

STATE OF TENNESSEE	COURT CIRCUIT	COUNTY DAVIDSON
PERMANENT PARENTING PLAN ORDER ☐ PROPOSED ☐ AGREED ☐ ORDERED BY THE COURT		FILE NO: 08D-275 DIVISION: IV
PLAINTIFF *(Name: First, Middle, Last)* **STEPHENIE B. DODSON**		**DEFENDANT** *(Name: First, Middle, Last)* **JOHN CHRISTOPHER DODSON**
☒ 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.

This plan ☒ is a new plan.
☐ modifies an existing Parenting Plan dated: _____
☐ Modifies an existing Order dated: _____

Child's Name	Date of Birth
Thomas Dean Dodson	**7/31/1994**

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent is: **Mother**

Under the above schedule each parent will spend the following number of days with the Children: Mother: **182.5** days Father: **182.5** days

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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 **Sunday at 3:00 p.m.** to **Sunday at 3:00 p.m.**
Day and Time *Day and Time*

☐ every week ☒ every other week ☐ other: _____

This parenting schedule begins ☒ **immediately** or ☐ date of the Court's Order.

C. HOLIDAY SCHEDULE AND OTHER SCHOOL FREE DAYS

For all holidays the child will remain with the parent who is already residing under the regular residential schedule, except as otherwise noted herein:
THANKSGIVING – The child will be with Father during Thanksgiving Day until 5:00 p.m. and with Mother from 5:00 p.m. until the following day at noon.

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 _____ 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 date 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: **The child will reside with Mother from 5:00 p.m. Christmas Eve until Christmas Day at 11:00 a.m. and with Father from 11:00 a.m. until December 26 at 5:00 p.m.**
The remainder of the holiday will be per the regular schedule

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F. SPRING VACATION *(If applicable)*

The day to day schedule shall apply except as follows:

Beginning:

G. SUMMER VACATION

The day to day schedule shall apply except as follows:
Each parent will have two consecutive weeks together for summer vacation

Beginning:

Is written notice required? ☒ Yes ☐ No. If so, each party will provide the other notice within 30 days of their respective two weeks.

H. TRANSPORTATION ARRANGEMENTS

The place of meeting for the exchange of the child or children shall be:
Father will be responsible.

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 ☐ check if applicable

Supervised parenting time shall apply during the day-to-day schedule as follows:
☐ Place:
☐ Person or organization supervising:
☐ Responsibility of cost, if any: ☐ mother ☐ father ☐ both equally.

J. OTHER

The following special provisions apply:
The parties may change the above schedule upon mutual agreement.

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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

* In the event the parties mutually agree for the minor child to attend private school, then Father will be solely responsible for the tuition, books and fees.

III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Father's gross monthly income is: **$ 10,000.00**
Mother's gross monthly income is: **$ 2,750.00**

1. The final child support order is as follows:
The ☐ mother ☒ father shall pay to the other parent as regular child support pursuant the sum of **$ 462.00** ☐ 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:
   Father will be responsible for all of the child's extracurricular activities and will receive a deviation in child support of $250.00 per month.

2. Retroactive Support: A judgment is hereby awarded in the amount of $_____ to the ☐ mother ☐ father against the child support payor representing retroactive support required under § 1240-5-4-.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.

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3. Payments shall be paid beginning February 5, 2009 and shall continue each month thereafter as long as the obligation remains.

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 to the other parent at:

_____

_____

A Wage Assignment Order is attached to this Parenting Plan.
☐ by direct deposit to the other parent at _____ Bank for deposit in account number _____.
☐ other: _____.

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

B. FEDERAL INCOME TAX EXEMPTION

The ☒ mother ☐ father is the parent receiving child support.

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 exemption for the child.*

The Mother shall claim the following children: **Thomas Dean Dodson in odd tax years**

The Father shall claim the following children: **Thomas Dean Dodson in even tax years**

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 tax year 2008 with Father claiming the child.
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, if required.

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.

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- 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.
☐ other:_____

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 coverage in effect.

Uncovered and 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 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 thirty days of receipt of the bill.

The ☐ mother ☒ father shall maintain dental insurance on the minor child or children and uncovered and reasonable and necessary dental expenses will be paid by the parties pro-rata in accordance with their incomes, including deductibles or co-payments.

E. LIFE INSURANCE *(Required for parent paying child support.)*

The ☐ mother ☒ father shall insure his/her own life in the minimum amount of $125,000 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:_____

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

Mother is designated as the primary residential parent also known as the custodian, SOLELY for the 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 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.
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.

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VI. RIGHTS OF PARENTS

Under *Tenn. Code Ann.* § 36-6-101 of Tennessee law, both parents are entitled to the following rights:

(A) The right to unimpeded telephone conversations with the child at least twice each week at reasonable times and for a reasonable duration;

(B) The right to send mail to the child which the other parent will not open and shall not open or censor;

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

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

(E) The right to receive copies of the child's medical records directly from the child's doctor or other health care provider upon written request which contains a current mailing address and upon payment of reasonable costs of duplication;

(F) The right to be free of unwarranted derogatory remarks made about such parent or such parent's family by the other parent to or in the presence of the child;

(G) 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, including, but not limited to, the following:

(i.) School activities;
(ii.) Athletic activities;
(iii.) Church activities; and
(iv.) Other activities as to which parental participation or observation would be appropriate.

(H) 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; and,

(I) The right of access and participation in education, including the right of access to the minor child or children for lunch and other activities, on the same basis that is provided to all parents, provided the participation or access is reasonable and does not interfere with the day-to-day operations or with the child's educational performance.

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VII. NOTICE REGARDING PARENTAL RELOCATION

The Tennessee statute *Tenn. Code Ann.* § 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. If one or both parents have not attended the parent education class, the certificate shall be filed with the court within sixty (60) days of this order.

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 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.)*

Stephenie B. Dodson
Mother

1/7/09
Date and Place of Signature

Sworn to and subscribed before me this 7 day of January, 2009

My commission expires: 11/18/2012 Notary public: Monika B. Ridley

MONIKA B. RIDLEY STATE OF TENNESSEE NOTARY PUBLIC RUTHERFORD COUNTY, TENN.

Father

1/7/09
Date and Place of Signature

Sworn to and subscribed before me this 7th day of January, 2009

My commission expires: 11/18/2012 Notary public: Monika B. Ridley

MONIKA B. RIDLEY STATE OF TENNESSEE NOTARY PUBLIC RUTHERFORD COUNTY TENN

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APPROVED FOR ENTRY:

ELIZABETH A. GARRETT, P.R. #22093
Attorney for Father
JACKSON, KWELLER, McKINNEY
WARDEN & HAYES
214 Second Avenue, North
Suite 103
Nashville, Tennessee 37201
(615) 256-2602

JEFFREY SPARK, P.R. #17853
Attorney for Mother
2205 State Street
Nashville, Tennessee 37203
(615) 248-2887

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.

ENTERED this 20 day of Jan, 2009

JUDGE

Jack Norman, Jr.
Substitute Judge

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Effective as of 7/22/2008

State of Tennessee - Department of Human Services

Child Support Worksheet

1/7/2009 - 3:22 PM

FILED

2009 JAN 15 PM 3:50

RICHARD R. ROOKER, CLERK

08D375

PRP ARP SPLIT

2009 JAN 20 PM 3:49

RICHARD R. ROOKER, CLERK

Part I. Identification

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

Name of Mother: STEPHENIE B. DODSON X

Name of Father: JOHN CHRISTOPHER DODSON

Name of non-parent:

TCSES case #:

Docket #: 08D375

Court name: FOURTH CIRCUT COURT

Name(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
THOMAS DEAN DODSON	7/31/1994	182.5	182.5	

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		$ 2,750.00	$ 10,000.00	
1a	Federal benefit for child		+	+	
1b	Self-employment tax paid		-	-	
1c	Subtotal		2,750.00	10,000.00	
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)		$ 2,750.00	$ 10,000.00	
2a	Combined Adjusted Gross Income	$12,750.00			
3	Percentage Share of Income (PI)		22%	78%	

Part III. Parents' Share of BCSO

		Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
4	BCSO allotted to primary parent's household	$ 1331.00	$ 0.00	$ 0.00
4a	Share of BCSO owed to primary parent	$ 0.00	$ 1038.18	
5	Each parent's average parenting time	N/A	182.5	
6	Parenting time adjustment	$ N/A	$ -292.82	
7	Adjusted BCSO	$ 0.00	$ 745.36	

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Child Support Worksheet

Part IV. Additional Expenses

		Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
8a	Children's portion of health insurance premium	$	$ 150.00	$
8b	Recurring uninsured medical expenses	$	$	$
8c	Work-related childcare	$	$	$
9	Total additional expenses	$ 0.00	$ 150.00	$ 0.00
10	Share of additional expenses owed	$ 33.00	$ 0.00	
11	Adjusted Support Obligation (ASO)	$ 33.00	$ 745.36	

Part V. Presumptive Child Support Order

		OBLIGATION	
12	Presumptive Child Support Order (PCSO)	$ 0.00	$ 712.00

* 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):	$	$ -250.00
	Father will pay for 100% of son's extracurricular sports activites, for which he will receive a deviation in the child support guidelines.		
15	Final Child Support Order (FCSO)	$ 0.00	$ 462.00
16	FCSO adjusted for Federal benefit, Line 1a, Obligor's column.	$ 0.00	$ 462.00

Comments, Calculations, or Rebuttals to Schedule

Preparer's Use Only

Name: Elizabeth K Garrett

Title: Attorney for Father

Date: 1/7/2009

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IT IS THEREFORE, ORDERED, ADJUDGED and DECREED by this Honorable Court that:

The Plaintiff, Stephenie B. Dodson, have and is hereby awarded an absolute divorce from the Defendant, John Christopher Dodson, upon the ground of Irreconcilable Differences pursuant to T.C.A. §36-4-101(14), and the bonds of matrimony heretofore existing between the Plaintiff and Defendant are hereby held for naught, and the parties are hereby restored to all the rights and privileges of an unmarried person.

Each party is ordered to obey the terms of the Marital Dissolution Agreement as it is an order of this Court.

Each party is ordered to take all steps necessary to carry out the terms of the Marital Dissolution Agreement, including but not limited to the execution of documents.

The parties have filed with the Court a Parenting Plan signed by respective counsel which shall be incorporated into and made a party of the Final Decree of Divorce as if fully recited herein.

This cause is retained in this Court for the enforcement of this decree and the issuance of such future orders as may be necessary.

Upon motion of Jeffrey Spark, he is relieved from any further responsibility as counsel of record for the purpose of service if after thirty (30) days there has been no appeal nor other activity by either party in this cause.

All costs of this cause shall be taxed to John Christopher Dodson for which execution may issue if necessary.

ENTERED this the 20 day of January, 2009.

SUBSTITUTE JUDGE ~~MURIEL ROBINSON~~
Jack Norman, Jr.

Approved for entry:

~~Jeffrey Spark, #17853~~
Attorney for Wife
2205 State Street
Nashville, TN 37203
(615) 248-2887

Copy

Certificate of Service

I hereby certify that a true and exact copy of the foregoing was hand delivered to:
Ms. Elizabeth Garrett
Attorney at Law
214 Second Ave., North
Suite 103
Nashville, TN 37201

on this the 20th day of January, 2009.

Jeffrey Spark

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 20 day of JANUARY , 2009 , in the Case Number 08D275 between DODSON, STEPHANIE B Plaintiff, and DODSON, JOHN CHRISTOPHER 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 10 day of JUNE in the year two thousand nine and in the 232nd year of American Independence.

RICHARD R. ROOKER, Clerk,

By M. Sawyer
Deputy Clerk

SEAL

