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RICHARD R. ROOKER, CLERK
D.C.

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

VICKIE LYNN JOHNSON	)	
Plaintiff	)	
	)	
v.	)	**Docket No. 08D-650**
	)	**NOTICE OF ENTRY REQUESTED**
BERNARD THOMAS RAY	)	
Defendant	)	

FINAL DECREE OF DIVORCE

This cause came on to be heard on October 6, 2009, before the Honorable Philip E. Smith, Judge of the Fourth Circuit Court for Davidson County, Tennessee, and upon the testimony of the Defendant, Bernard Thomas Ray, hereinafter referred to as "Dr. Ray", and the two witnesses for Dr. Ray. After statement of Dr. Ray, the witnesses for Dr. Ray and after statement of Dr. Ray's attorney, Michael W. Binkley, the Court made the following findings:

1. On March 4, 2008, the Plaintiff, Vickie Lynn Johnson, hereinafter referred to as "Ms. Johnson", filed her Complaint for Divorce based upon the grounds of inappropriate marital conduct.

2. On April 22, 2009, Dr. Ray filed an Answer and Counter-Complaint for Divorce. Ms. Johnson never filed a response to the Counter-Complaint for Divorce based upon the grounds of inappropriate marital conduct.

3. On June 5, 2009, a default judgment was taken against Ms. Johnson for her failure to respond or otherwise plead to the original Counter-Complaint for Divorce alleging inappropriate marital conduct. This case was then subsequently set for final hearing on October 6, 2009 to allow Dr. Ray to proceed to obtain a divorce on the grounds of inappropriate marital conduct.

4. There are two minor children born of this marriage. The Court reviewed the Proposed Permanent Parenting Plan submitted by Dr. Ray and finds that the Permanent Parenting Plan with regard to the parties' two minor children will be accepted by the Court and approved by the Court, with the modifications ordered by the Court that any child support obligation, in the form of child support payments or in the form of continued maintenance of major medical and hospitalization or the continued payment of the premium for life insurance to secure future financial obligations, is amended to reflect that

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any such obligations shall be payable until the parties' youngest child reaches 18 years of age or graduates from high school, whichever event occurs last.

5. Based upon the testimony of Dr. Ray and the witnesses for Dr. Ray, the Court is of the opinion that Ms. Johnson has been guilty of inappropriate marital conduct and has essentially abandoned her family. The Court finds that Ms. Johnson has a serious alcohol problem, which has interfered with her ability to parent the children of the parties, as well as be a dutiful spouse to Dr. Ray, which has been shown through Ms. Johnson's conduct towards Dr. Ray and the parties' minor children based upon the testimony of Dr. Ray and the witnesses of Dr. Ray.

6. The Court further finds, based upon the testimony of Dr. Ray and the witnesses for Dr. Ray, that Ms. Johnson was terminated from Meharry Medical College, at least in part, because of her conduct and her alcoholism.

7. The Court further finds, based upon Ms. Johnson's inappropriate marital conduct, that Dr. Ray shall be entitled to an absolute divorce from Ms. Johnson based upon inappropriate marital conduct and that Dr. Ray will be restored to all of the rights and privileges of an unmarried person.

8. The Court awards the house and lot located at 6216 River Valley Road, Nashville, Davidson County, Tennessee to Dr. Ray. All right, title and interest that Ms. Johnson may have in the house and lot located at 6216 River Valley Road, Nashville, Davidson County, Tennessee is divested from her and vested absolutely in Dr. Ray. Dr. Ray will then be responsible for any and all debt associated with the ownership and maintenance of the home, including, but not limited to, any and all mortgages upon the property and property taxes. A legal description of the house and lot located at 6216 River Valley Road, Nashville, Davidson County, Tennessee 37221 is set out as follows:

> Land in Davidson County, Tennessee, being Lot No. 316 on the Final Plat Plan of Riverwalk Subdivision, Phase 2-A, Section 2 of record in Instrument No. 20031014-0151984, Register's Office for Davidson County, Tennessee.
>
> Being a portion of the same property conveyed to The Craig Company by Warranty Deed from Riverwalk Development Partners, Inc., of record in Instrument No. 20050105-0001723, Register's Office for Davidson County, Tennessee.
>
> Being the same property conveyed to Bernard T. Ray and wife, Vickie L. Johnson, by Warranty Deed from The Craig Company of record in Instrument No. 20050725-0086100, Register's Office of Davidson County, Tennessee.

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This is improved property known as 6216 Rivervalley Drive, Nashville, Tennessee 37211.

This conveyance is made subject to:

1. Plan of Newsom Land of record at Plat Book 1, Page 25, and in Plat Book 1, Page 121, Chancery Court of Davidson County, Tennessee.
2. Easements and rights granted to Tennessee Electric Power Company as set forth in instruments of record in Book 751, Page 375 and in Book 787, Page 7, Register's Office for said County.
3. Easements and rights-of-way taken by Tennessee Valley Authority as set forth in Declaration of Taking of record in Book 4205, Page 194, Register's Office for said County, and Book 4226, Page 715, Register's Office for said County.
4. Easements and rights-of-way granted to Tennessee Valley Authority as set forth in Grant of Transmission Line Easement of record in Book 4257, Page 647, Register's office for said County.
5. Easement granted in Agreements for Dedication of Public Utilities Easement to Harpeth Valley Utilities District of record in Book 7526, Page 315; 318 and 324, Register's Office for said County.
6. Restrictive Covenants of record in Instrument No. 20011105-0121083, as amended of record in Instrument No. 20020424-0050565; Instrument No. 20040430-0049313 and Instrument 20040506-0051985, Register's Office for said County.
7. Declaration of Road & Utilities access easement of record in Instrument No. 20010706-0072536, Register's Office for said County.
8. Stormwater Detention Agreement of record in Instrument No. 20010919-0101279; Instrument No. 20021119-0143687 and Instrument No. 20040826-0103240, Register's Office for said County.
9. Landscape Agreement of record in Instrument No. 20010919-0101280, Register's Office for said County.
10. Charter Right of Way for CSX Transportation Railroad.
11. Agreement for Dedication of Public Utilities Easement of record in Instrument No. 20040812-0097619, Register's Office for Davidson County, Tennessee.
12. By-Laws of record in Instrument No. 20011105-0121083 and Charter of the Homeowner's Association of record in Instrument No. 20020425-0051371, Register's Office for Davidson County, Tennessee.
13. All matters set forth in plan of record in Instrument No. 20041020-0126317, Register's Office for Davidson County, Tennessee.
14. Quitclaim Deed conveying open space to Homeowner's Association of record in Instrument No. 20020424-0060565, Register's Office for Davidson County, Tennessee.

9. Dr. Ray shall be awarded the 1992 Infiniti Q45 automobile, free and clear of any interest Ms. Johnson may have therein. Dr. Ray shall be responsible for any and all indebtedness associated with the 1992 Infiniti Q45 automobile and he shall indemnify and hold Ms. Johnson harmless thereon.

10. Ms. Johnson shall be awarded the 2006 Jeep Liberty automobile, free and clear of any interest Dr. Ray may have therein. Ms. Johnson shall be responsible for any and all indebtedness associated with the 2006 Jeep Liberty automobile and she shall indemnify and hold Dr. Ray harmless

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thereon.

11. Dr. Ray shall receive all funds in the SunTrust Bank checking account *5881, free and clear of any interest Ms. Johnson may have therein.

12. Ms. Johnson shall receive all funds in the SunTrust Bank checking account *2053, free and clear of any interest Dr. Ray may have therein.

13. Dr. Ray shall be entitled to any and all funds on deposit in his retirement account with the State of Illinois, free and clear of any interest Ms. Johnson may have therein.

14. Ms. Johnson shall be entitled to any and all funds on deposit in her retirement accounts with Meharry Medical College, both the TIAA/CREF and the Great West Retirement, free and clear of any interest Dr. Ray may have therein.

15. Ms. Johnson shall be entitled to any and all funds on deposit in her retirement account with City Colleges of Chicago, free and clear of any interest Dr. Ray may have therein.

16. Ms. Johnson shall be entitled to any and all funds on deposit in her retirement account with National Louis University, free and clear of any interest Dr. Ray may have therein.

17. Dr. Ray shall have the sole and exclusive right to hold and manage the SunTrust Bank UTMA account on behalf of the parties' child, Bernard Benjamin Ray, until the child reaches the age of majority.

18. Dr. Ray shall have the sole and exclusive right to hold and manage the SunTrust Bank UTMA account on behalf of the parties' child, Carey Eugene Ray, until the child reaches the age of majority.

19. Dr. Ray shall be solely and exclusively responsible for the payment of the American Express credit card account *1002 and he shall indemnify and hold Ms. Johnson harmless from the default upon the payment of the indebtedness associated with this credit card.

20. Dr. Ray shall be solely and exclusively responsible for the payment of the Capital One credit card *9197 and he shall indemnify and hold Ms. Johnson harmless from the default upon the payment of the indebtedness associated with this credit card.

21. Dr. Ray shall be solely and exclusively responsible for the payment of the GE Money

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Bank credit card account *4376 and he shall indemnify and hold Ms. Johnson harmless from the default upon the payment of the indebtedness associated with this credit card.

22. Dr. Ray shall be solely and exclusively responsible for the payment of the GE Money Bank credit card account *5531 and he shall indemnify and hold Ms. Johnson harmless from the default upon the payment of the indebtedness associated with this credit card.

23. Dr. Ray shall be solely and exclusively responsible for the payment of the Chase credit card account *5164 and he shall indemnify and hold Ms. Johnson harmless from the default upon the payment of the indebtedness associated with this credit card.

24. Ms. Johnson shall be solely and exclusively responsible for the payment of the Franklin Credit Union account and she shall indemnify and hold Dr. Ray harmless from the default upon the payment of the indebtedness associated with this account.

25. The Court further concludes that each party will be solely responsible for their own individual indebtedness, as well as any individual indebtedness that each has incurred in their own name. Further, the Court concludes that neither party shall contract any indebtedness on the credit of the other.

26. The Court concludes that the Permanent Parenting Plan annexed to this Order as **Exhibit A** shall be an Order of this Court.

27. The Court concludes that the Court costs in this matter will be assessed against Ms. Johnson, for which a judgment is granted and for which execution may issue, if necessary.

It is, therefore, **ORDERED, ADJUDGED** and **DECREED** as follows:

1. That Dr. Ray shall be, and is hereby, awarded an absolute divorce from Ms. Johnson, and that Dr. Ray shall be, and is hereby, restored to all of the rights and privileges of an unmarried person, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

2. That the Permanent Parenting Plan annexed to this Final Decree of Divorce is an Order of this Court and that the obligations set out and required by the terms of the Permanent Parenting Plan shall not be reduced or prorated unless specifically ordered by this Court. The amount of the child support obligation stated in the Court's Permanent Parenting Plan conforms to the Child Support Guidelines established by the Department of Human Services pursuant to Tennessee Public Chapter 206, Acts of

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1989.

3. That the house and lot located at 6216 River Valley Road, Nashville, Davidson County, Tennessee be awarded to Dr. Ray and that all right, title and interest Ms. Johnson may have in the house and lot located at 6216 River Valley Road, Nashville, Davidson County, Tennessee is divested from her and vested absolutely in Dr. Ray. Dr. Ray shall be responsible for any and all debt associated with the ownership and maintenance of the home, including, but not limited to, any and all mortgages upon the property and property taxes. A legal description of the house and lot located at 6216 River Valley Road, Nashville, Davidson County, Tennessee 37221 is set out as follows:

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> Being a portion of the same property conveyed to The Craig Company by Warranty Deed from Riverwalk Development Partners, Inc., of record in Instrument No. 20050105-0001723, Register's Office for Davidson County, Tennessee.
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> This is improved property known as 6216 Rivervalley Drive, Nashville, Tennessee 37211.
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> 3. Easements and rights-of-way taken by Tennessee Valley Authority as set forth in Declaration of Taking of record in Book 4205, Page 194, Register's Office for said County, and Book 4226, Page 715, Register's Office for said County.
> 4. Easements and rights-of-way granted to Tennessee Valley Authority as set forth in Grant of Transmission Line Easement of record in Book 4257, Page 647, Register's office for said County.
> 5. Easement granted in Agreements for Dedication of Public Utilities Easement to Harpeth Valley Utilities District of record in Book 7526, Page 315; 318 and 324, Register's Office for said County.
> 6. Restrictive Covenants of record in Instrument No. 20011105-0121083, as amended of record in Instrument No. 20020424-0050565; Instrument No. 20040430-0049313 and Instrument 20040506-0051985, Register's Office for said County.
> 7. Declaration of Road & Utilities access easement of record in Instrument No. 20010706-0072536, Register's Office for said County.

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8. Stormwater Detention Agreement of record in Instrument No. 20010919-0101279; Instrument No. 20021119-0143687 and Instrument No. 20040826-0103240, Register's Office for said County.
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7. That Ms. Johnson shall receive all funds in the SunTrust Bank checking account *2053, free and clear of any interest Dr. Ray may have therein.

8. That Dr. Ray shall be entitled to any and all funds on deposit in his retirement account with the State of Illinois, free and clear of any interest Ms. Johnson may have therein.

9. That Ms. Johnson shall be entitled to any and all funds on deposit in her retirement accounts with Meharry Medical College, both the TIAA/CREF and the Great West Retirement, free and clear of any interest Dr. Ray may have therein.

10. That Ms. Johnson shall be entitled to any and all funds on deposit in her retirement

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account with City Colleges of Chicago, free and clear of any interest Dr. Ray may have therein.

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12. That Dr. Ray shall have the sole and exclusive right to hold and manage the SunTrust Bank UTMA account on behalf of the parties' child, Bernard Benjamin Ray, until the child reaches the age of majority.

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19. That Ms. Johnson shall be solely and exclusively responsible for the payment of the Franklin Credit Union account and she shall indemnify and hold Dr. Ray harmless from the default upon the payment of the indebtedness associated with this account.

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20. That each party will be solely responsible for their own individual indebtedness, as well as any individual indebtedness that each has incurred in their own name. Further, the Court concludes that neither party shall contract any indebtedness on the credit of the other.

21. That the Court costs in this matter will be assessed against Ms. Johnson, for which a judgment is granted and for which execution may issue, if necessary.

It is so **ORDERED**.

Entered this 30 day of October, 2009.

HONORABLE PHILIP E. SMITH

APPROVED FOR ENTRY:

MICHAEL W. BINKLEY, #5930
Attorney for Defendant/Bernard Thomas Ray
511 New Highway 96 West, Suite 204
Franklin, Tennessee 37064-2557
(615) 550-2800

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been furnished, via regular U.S. Mail and certified mail, return receipt requested, to the following person, this 28th day of October, 2009.

Vickie Lynn Johnson
c/o Lorraine Johnson
9849 South Forest
Chicago, Illinois 60628

MICHAEL W. BINKLEY

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STATE OF TENNESSEE	COURT *(Must be completed)* FOURTH CIRCUIT	COUNTY *(Must be completed)* DAVIDSON
PERMANENT PARENTING PLAN ORDER ☐ PROPOSED AGREED ☒ ORDERED BY THE COURT		FILE NO. 08D-650 *(Must be completed)* DIVISION

2009 OCT 30 PM 3:20
RICHARD R. ROOKER, CLERK
D.C.

PLAINTIFF *(Name: First, Middle, Last)*	DEFENDANT *(Name: First, Middle, Last)*
VICKIE LYNN JOHNSON Mother	BERNARD THOMAS RAY 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
Bernard Benjamin Ray	March 24, 1995
Carey Eugene Ray	September 24, 1996

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent is the father.

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

Mother: 30 days Father: 335 days

B. DAY-TO-DAY SCHEDULE

The mother and father will mutually agree upon the days the mother will exercise her parenting time with the parties' children.

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C. HOLIDAY SCHEDULE AND OTHER SCHOOL FREE DAYS

The mother and father will mutually agree upon the days the mother will exercise her parenting time with the parties' children.

D. FALL VACATION (*If applicable*)

The mother and father will mutually agree upon the days the mother will exercise her parenting time with the parties' children.

E. WINTER (CHRISTMAS) VACATION

The mother and father will mutually agree upon the days the mother will exercise her parenting time with the parties' children.

F. SPRING VACATION (*If applicable*)

The mother and father will mutually agree upon the days the mother will exercise her parenting time with the parties' children.

G. SUMMER VACATION

The mother and father will mutually agree upon the days the mother will exercise her parenting time with the parties' children.

H. TRANSPORTATION ARRANGEMENTS

The mother shall be responsible for all costs of transportation for her parenting time with the children. The father will agree to take the children to the airport at mutually agreeable times for the children to fly to the mother's home for parenting time, as well as pick the children up from the airport upon their return to Tennessee after parenting time with the mother.

Payment of long distance transportation costs shall be paid by the mother.

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.

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J. OTHER

The following special provisions apply:

~~The Mother and Father agree that~~ Neither of them will have overnight guests of a member of the opposite sex who is not related to them by blood or marriage in inappropriate circumstances.

II. DECISION-MAKING

A. DAY-TO-DAY DECISIONS

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

B. MAJOR DECISIONS

Major decisions regarding each child shall be made as follows:

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

III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Father's gross monthly income is $ 9,797.00
Mother's gross monthly income is $ 4,909.00

1. The final child support order is as follows:
   The mother shall pay to the father as regular child support the sum of $774.00 monthly. **The Child Support Worksheet shall be attached to this Order as an Exhibit.** Child Support Worksheet can be found on DHS website at http://www.state.tn.us/humanserv/is/incomeshares.htm or at your local child support offices.

   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 on date of 1st day of October, 2009 and will be due on the 1st day of each month thereafter.

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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: 6216 River Valley Drive, Nashville, Tennessee 37221.
A Wage Assignment Order is attached to this Parenting Plan.
by direct deposit to the other parent at _____ Bank for deposit in account no. _____.
income assignment not required; Explanation:_____.
other:_____.

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

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

4. Miscellaneous Expenses. The parties ~~agree they~~ will share equally (50/50) the payment of any and all summer camp expenses, summer retreat expenses, including Church retreat expenses, that each child may incur until each child attains the age of 18 or graduates from high school with his or her graduating class, whichever event occurs last.

B. FEDERAL INCOME TAX EXEMPTION*

The father is the parent receiving child support.

The Mother shall claim the following child:

The Father shall claim the following children: Bernard Benjamin Ray and Carey Eugene Ray

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 will furnish IRS Form 8332 to the father 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.

* 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 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.

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

Uncovered reasonable and necessary medical expenses, which may include but is not limited to, deductibles or co-payments, doctor's bills, hospital bills, counseling bills, either psychologist or psychiatrist, the cost of eye examinations, eyeglasses and contact lenses, the cost of dental/orthodontic examinations and braces, the cost of prescription medicines, routine annual physicals, as well as well-care visits, until each child reaches the age of 18, or has graduated with his or her graduating class, whichever event occurs last, will be paid 50% by Mother and 50% by Father.

After insurance has paid its portion, the parent receiving the bill will send a copy of the bill to the other parent within ten days. The other parent will pay his or her share within ten days of receipt of the bill.

E. LIFE INSURANCE

The Mother shall insure her own life in the minimum amount of $100,000.00, whole or term.

~~The parties agree that~~ In order to secure Mother's financial obligations for her minor children under this Plan, and to provide funds for the education of the parties' minor children in the event of her untimely death, the Mother shall maintain a $100,000.00 life insurance policy on her own life for the benefit of the parties' minor children. The Father shall be named the beneficiary of the insurance policy and will be trustee for the parties' children. In his capacity as trustee, the Father shall be authorized and directed to use the proceeds of the insurance policy to fulfill the Mother's child support obligations for the children under the terms of this Plan and to provide generally for the children's health, education and support. ~~The parties agree that~~ No part of the trust or proceeds thereof, either principal or income, shall be subject to execution or to legal process for any obligations of children or be subject to the claims of creditors of the beneficiaries in any manner. ~~The parties agree that~~ The beneficiary shall not have the right to sell, mortgage or

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encumber their interest in the trust, nor will the beneficiary have the right to anticipate their interest by assignment or otherwise.

~~The parties further agree that~~ The Mother's obligation to maintain life insurance in the face amount of $100,000.00 as set out above shall continue until each child reaches the age of 18, or has graduated with his or her graduating class, whichever event occurs last.

Further, ~~the parties agree that~~ on the day and date of the granting of the parties' divorce, the Mother shall furnish Father with proof of coverage and proof of the appropriate beneficiary designation as set forth in this Plan. In addition, on each anniversary date of the execution of this Plan, the Mother shall immediately furnish Father with proof of coverage and proof of the appropriate beneficiary designations as set forth in this Plan.

Further, the Mother will, within thirty (30) days from the entry of the Final Decree of Divorce, authorize her agent to provide the Father with proof of insurance required to be maintained by her under the terms of this Plan. Mother will further authorize her agent to provide the Father with proof of insurance required by the terms of this paragraph, on each anniversary of the date of the entry of the Permanent Parenting Plan, until her obligations to her children has expired under the terms of this Plan. Mother shall authorize her agent to provide a letter directly to the Father confirming that the policy(ies) is/are in full force and effect, with the letter listing the name of the insurance company, the policy number, face amount of the insurance coverage and stating that the Mother is the owner of the policy and listing the named beneficiary/trustee. In the event that any of the policies are cash value policies, that is, universal, whole life or any other such policy that accumulates cash value, the letter from the insurance agent(s) will further reflect that no disbursements or loans have been made against the cash value of the policy.

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

The child or children are scheduled to reside the majority of the time with the 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

Copy

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.

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.

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VII. NOTICE REGARDING PARENTAL RELOCATION

The Tennessee statute (T.C.A. § 36-6-108) which governs the notice to be given in connection with the relocation of a parent reads in pertinent part as follows:

If a parent who is spending intervals of time with a child desires to relocate outside the state or more than one hundred (100) miles from the other parent within the state, the relocating parent shall send a notice to the other parent at the other parent's last known address by registered or certified mail. Unless excused by the court for exigent circumstances, the notice shall be mailed not later than sixty (60) days prior to the move. The notice shall contain the following:

(1) Statement of intent to move;
(2) Location of proposed new residence;
(3) Reasons for proposed relocation; and
(4) Statement that the other parent may file a petition in opposition to the move within thirty (30) days of receipt of the notice.

VIII. PARENT EDUCATION CLASS

This requirement has been fulfilled by father. Mother has been exempted from attending a parent education class by Order of this Court dated July 13, 2009.

Failure to attend the parent education class within 60 days of this order is punishable by contempt.

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SUBMITTED FOR ENTRY BY:

MICHAEL W. BINKLEY, #5930
Attorney for Father
511 New Highway 96 West, Suite 204
Franklin, Tennessee 37064-2557
(615) 550-2800

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 against the Mother, for which a judgment is granted and for execution may issue, if necessary.

It is so ORDERED this the 30th day of October, 2009.

HONORABLE PHILIP E. SMITH

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been furnished, via certified mail – return receipt requested and U.S. Mail, to the following person, this 28th day of October, 2009.

Vickie Lynn Johnson
c/o Lorraine Johnson
9849 South Forest
Chicago, Illinois 60628

MICHAEL W. BINKLEY

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Effective as of 7/22/2008

State of Tennessee - Department of Human Services
Child Support Worksheet

10/5/2009 - 5:30 PM

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:	Vickie Lynn Johnson		X	
Name of Father:	Bernard Thomas Ray	X		
Name of non-parent Caretaker:				
TCSES case #:				
Docket #:	08D-650			
Court name:	Fourth Circuit Court, Davidson County, TN			

Name(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
Bernard Benjamin Ray	3/24/1995	30	335	
Carey Eugene Ray	9/24/1996	30	335	

2009 OCT 30 PM 3:20
FILED IN OFFICE
D.C.

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	$ 4,909.00	$ 9,797.00	
	1a	Federal benefit for child	+	+	
	1b	Self-employment tax paid	-	-	
	1c	Subtotal	4,909.00	9,797.00	
	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)	$ 4,909.00	$ 9,797.00	
2a		Combined Adjusted Gross Income	$14,706.00		
3		Percentage Share of Income (PI)	33%	67%	

Part III. Parents' Share of BCSO

4		BCSO allotted to primary parent's household	$ 0.00	$ 1894.00	$ 0.00
4a		Share of BCSO owed to primary parent	$ 625.02	$ 0.00	
5		Each parent's average parenting time	30	N/A	
6		Parenting time adjustment	$ 66.78	$ N/A	
7		Adjusted BCSO	$ 691.80	$ 0.00	

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Part IV. Additional Expenses

		Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
8a	Children's portion of health insurance premium	$	$ 250.00	$
8b	Recurring uninsured medical expenses	$	$	$
8c	Work-related childcare	$	$	$
9	Total additional expenses	$ 0.00	$ 250.00	$ 0.00
10	Share of additional expenses owed	$ 82.50	$ 0.00	
11	Adjusted Support Obligation (ASO)	$ 774.30	$ 0.00	

Part V. Presumptive Child Support Order

		OBLIGATION	
12	Presumptive Child Support Order (PCSO)	$ 774.00	$ 0.00

* 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

14	Deviations (Specify):	$	$
15	Final Child Support Order (FCSO)	$ 774.00	$ 0.00
16	FCSO adjusted for Federal benefit, Line 1a, Obligor's column.	$ 774.00	$ 0.00

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

Comments, Calculations, or Rebuttals to Schedule

Preparer's Use Only

Name: Michael W. Binkley Date: 10/5/2009
Title: Attorney

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CERTIFICATE OF SERVICE

DOCKET NO. 08D650

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 6TH day of NOVEMBER, 2009.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____

Deputy Clerk

MICHAEL W. BINKLEY, ATTORNEY
511 NEW HIGHWAY 96 WEST
SUITE 204
FRANKLIN, TN 37064-2557

VICKI LYNN JOHNSON
C/O LORRAINE JOHNSON
9849 SOUTH FOREST
CHICAGO, IL 60628

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 30 day of OCTOBER , 2009 , in the Case Number 08D650 between JOHNSON, VICKIE LYNN Plaintiff, and RAY, BERNARD THOMAS 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 30 day of MARCH in the year two thousand ten and in the 233rd year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

SEAL

