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IN THE EIGHTH CIRCUIT COURT FOR DAVISON COUNTY, TENNESSEE
AT NASHVILLE

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RICHARD R. ROOKER, CLERK

D.C.

CLYDE A. HAYES, Plaintiff/Counter-Defendant,	)
vs.	) DOCKET NO.: 06D-3511
WILMA JEAN HUGHES-HAYES, Defendant/Counter-Plaintiff.	)

ORDER

This cause came to be heard on June 4, 2007, before the Honorable Carol Soloman, Judge, upon the Counter-Complaint of the Wife, service of process on the Counter-Defendant through his attorney of record, the default judgment previously entered, testimony of witnesses, and the record as a whole, and statements of the Counter-Plaintiff's attorney, and the entire record herein, from all of which the Court finds that the allegations of the Counter-Complaint are sustained by the proof, that is, that the Counter-Defendant Clyde A. Hayes is guilty of inappropriate marital conduct. The Court further found that the parties were married on November 6, 1976 and remained married for more than ten years during the Husband's creditable military service.

It is therefore **ORDERED AND ADJUDGED** as follows:

1. Plaintiff Wilma Jean Hughes-Hayes is awarded an absolute divorce from the Defendant Clyde A. Hayes and the parties are restored to all the rights and privileges of unmarried persons.

2. Wilma Jean Hughes-Hayes is awarded sole title to, interest in, and possession of the real property located at 2909 Moss Spring Drive, Antioch, Tennessee. Clyde A. Hayes is divested of all right, title, and interest in he has in

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the real property located at 2909 Moss Spring Drive, Antioch, Tennessee and his interest is re-invested solely in Wilma Hughes-Hayes.

> Land in Davidson County, Tennessee, being Lot No. 44 on the Plan of Edge-O-Lake Estates, Section 18, as of record in Book 4675, page 84, Register's Office for said County, to which plat reference is hereby made for a more complete and accurate legal description.
>
> Being the same property conveyed to Clyde A. Hayes and wife, Wilma H. Hayes by deed from Kenneth Ray Manners and wife, Paula Jane Manners of record in Book 9776, Page 933, Register's Office for Davidson County, Tennessee.
>
> This conveyance is subject to any and all existing restrictions and easements of record.
>
> Map 150-1 #331.

3. Wilma Jean Hughes-Hayes is awarded all of the household furnishings in her possession. Clyde A. Hayes is awarded all of the household furnishings in his possession.

4. Wilma Jean Hughes-Hayes is awarded sole title to, interest in, and possession of the 1996 Jeep Grand Cherokee. Clyde A. Hayes is awarded sole title to the 2001 Jeep Grand Cherokee.

5. Wilma Jean Hughes-Hayes is awarded her clothing, jewelry, and personal items.

6. Wilma Jean Hughes-Hayes is awarded the sum of $14,997.50 as alimony in solido and is awarded a judgment in that amount against Clyde A. Hayes.

7. Clyde A. Hayes shall pay directly to Wilma Jean Hughes-Hayes the sum of $849.00 per month, commencing in June, 2007 and due and payable by the first day of each month thereafter as alimony in futuro.

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8. Wilma Jean Hughes-Hayes is awarded one-half (1/2) of the retirement benefits which Clyde A. Hayes has accrued through the State of Tennessee as of June 4, 2007. Clyde A. Hayes shall hold the sums in constructive trust until actual payment to Wife.

9. Wife shall receive fifty (50) percent per month from Husband's military retirement as Wife's sole and separate property payable from Husband's disposable retired or retainer pay, and Wife shall further receive fifty (50) percent of any and all future cost of living increases I said retired or retainer pay, computed from the gross sum thereof. These payments shall commence immediately, "Military retirement" includes retired pay paid or to which Husband would be entitled for longevity of active duty and/or reserve component military service and all payments paid or payable under the provisions of Chapter 38 or 61 of Title 10 of the United States Code, before any statutory, regulatory, or elective deductions are applied (except for deductions because of an election to provide a survivor benefit annuity to Wife). It also includes all amounts of retired pay Husband actually or constructively waives or forfeits in any manner and for any reason or purpose, including but not limited to any waiver made to qualify for Veterans Administration benefits, or reduction in pay or benefits because of other federal employment, and any waiver arising from Husband electing not to retire despite being qualified to retire. All sums payable to Wife as a portion of military retirement shall be payable from Husband's disposable retired or retainer pay to the extent that it is so restricted by law.

The amount called for herein shall not be modifiable by the direct or indirect action of either party hereto,

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either by way of increase or decrease, except as expressly set forth herein. It is contemplated that future cost of living adjustments will be granted by the United States government, by means of which the gross military retirement benefits specified above will increase, thus increasing the amount being paid to Wife.

The payments called for herein from Husband's retired or retainer pay shall continue during the joint lives of the parties regardless of the future marital status of either of them; they shall terminate only upon the death of either Wife or Husband.

The appropriate military pay center shall pay the sums called for above directly to Wife, to the extent permitted by law, at the same times as Husband receives his retired or retainer pay, and that this Order is intended to qualify under the Uniformed Services Former Spouses Protection Act, 10 U.S.C. §1408 *et seq.*, with all provisions to be interpreted to make the Decree and Order qualify.

With the exception of the amounts specifically awarded to Wife, the balance of Husband's retired or retainer pay is awarded to Husband as his sole and separate property.

If Husband takes any steps to merge his military pension with another retirement program of any kind, that retirement system, program, or plan is directed to honor this agreement to the extent of Wife's interest as set forth above, to the extent that the military retirement is used as a basis of payments or benefits under such other retirement system, program, or plan.

If Husband takes any action that prevents, decreases, or limits the collection by Wife of the sums to be paid hereunder (by application for or award of disability compensation, combination of benefits with any other

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retired pay, waiver for any reason, including as a result of other federal service, or any other way), he shall make payments to Wife directly in any amount sufficient to neutralize, as to Wife, the effect of the action taken by Husband. Any sums paid to Husband that this Order provides are to be paid to Wife shall be held by Husband in constructive trust until actual payment to Wife.

This Court shall retain jurisdiction to enter such future and further orders as are necessary to enforce the award to Wife of the military retirement benefits awarded herein, including the re-characterization thereof as a division of Civil Service or other retirement benefits, in the event that Husband fails to comply with the provisions contained above requiring said payments to Wife by any means, including the application for a disability award or filing of bankruptcy, or if military or government regulations or other restrictions interfere with payments to Wife as set forth herein, or if Husband fails to comply with the provisions contained above requiring said payments to Wife.

It is ordered that the Husband has waived any privacy or other rights as may be required for Wife to obtain information relating to Husband's date of retirement, last unit assignment, final rank, grade, and pay, present or past retired pay, or other such information as may be required to enforce the award made herein, or required to revise this order to make it enforceable.

All applicable portions of the Service Members' Civil Relief Act, as to division of retired or retainer pay, have been complied with by waiver of Husband or otherwise.

10. Wilma Jean Hughes-Hayes is restored to her maiden name, that being Wilma Jean Hughes.

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11. Clyde A. Hayes shall pay to Martha Child the sum of $1,500.00 as alimony in solido for attorney fees for Wilma Jean Hughes-Hayes.

12. Presently, Clyde A. Hayes is providing medical insurance coverage for Wilma Jean Hughes-Hayes. Clyde A. Hayes must send to Wilma Jean Hughes-Hayes the insurance notification which is required by T.C.A. 56-7-2366 prior to the termination of said insurance.

12. Costs of this cause are taxed against Clyde A. Hayes for which execution may issue if necessary.

Enter this the 26 day of June, 2007.

Carol Soloman, Judge

APPROVED FOR ENTRY:

Martha Child, #7213
Attorney for Wife
392 Harding Place, Suite 215
Nashville, TN 37211
(615) 834-4300

CERTIFICATE OF SERVICE

I hereby certify that I have served a true and exact copy of the foregoing by postage prepaid mail upon Clyde A. Hayes, through his employer: Department of Corrections, Human Resources, Middle Tennessee Reception Center, 7177 Cockrill Bend Industrial Blvd., Nashville, TN 37243 and at 2909 Moss Spring Drive, Antioch, TN 37013 on this the 22 day of June, 2007.

Martha Child

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 EIGHTH Circuit Court for Davidson County, Tennessee, on the 26 day of JUNE , 2007 , in the Case Number 06D3511 between HAYES, CLYDE A. Plaintiff, and HAYES, WILMA JEAN 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 08 day of APRIL in the year two thousand eleven and in the 234th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

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