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

FILED

2013 MAR 27 PM 4:28

RICHARD R. ROOKER, CLERK

D.C.

TONYA T. WALKER,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Docket No. 12D448
	)	
DARIUS L. WALKER,	)	NOTICE OF ENTRY REQUESTED
	)	
Defendant.	)	

BILL GARRETT, Davidson County
Trans:T20130093651 DEEDDIV
Recvd: 11/01/13 12:18 27 pgs
Fees:137.00 Taxes:0.00

20131101-0113607

FINAL DECREE OF DIVORCE

This cause came to be heard on the 27th day of March, 2013, before the Honorable Philip E. Smith, Judge of the Fourth Circuit Court for Nashville, Davidson County, Tennessee, upon the Husband's Counter Complaint for Absolute Divorce, submission to the Court of a duly executed Marital Dissolution Agreement, Permanent Parenting Plan, 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 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, DARIUS L. WALKER, should be and is hereby granted an absolute divorce from the Wife, TONYA T. WALKER, upon the grounds of irreconcilable differences, and that he should be and is hereby restored to all of the rights and privileges of an unmarried person.

It is, further, ORDERED, ADJUDGED, and DECREED that the Marital Dissolution Agreement and Permanent Parenting Plan 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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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE 2013 FEB 21 PM 2:50

RICHARD R. ROOKER, CLERK
D.C.

TONYA T. WALKER,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Docket No. 12D448
	)	
DARIUS D. WALKER,	)	
	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

WHEREAS, TONYA T. WALKER, (hereinafter referred to as the "Wife") and DARIUS D. WALKER, (hereinafter referred to as the "Husband") 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 Wife has filed suit for absolute divorce upon the grounds of irreconcilable differences in the Fourth Circuit Court for Davidson County, Tennessee, pursuant to Tennessee Code Annotated 36-4-103, and the Husband has filed his Answer and Counter Complaint for Divorce. It is further understood that the Husband, by signing this Agreement, makes a general appearance before the Fourth Circuit Court of Davidson County, Tennessee, so that it will not be necessary to obtain service of process over the Wife in this cause,

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for the purpose of granting the ~~Wife~~ Husband a divorce upon the grounds of irreconcilable differences; and

WHEREAS, there are two (2) minor children born of this marriage, namely, to wit, Dinae T. Walker (d/o/b 3/5/1998) and Deja T. Walker (d/o/b 11/8/2000);

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 ~~Wife~~ 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 2005 Buick Rendezvous 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.

It is agreed by and between the parties that the Husband shall keep as his sole property the 2004 Lincoln Aviator, which he drives as his vehicle, titled in the Husband's name. Any interest of the Wife in the vehicle is hereby divested from the Wife and reinvested in the Husband so that the Husband shall own said vehicle as his sole property, free and clear of any claim of the Wife. It

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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.

It is further agreed by and between the parties that the Husband shall keep as his sole property the 1997 Buick Regal, currently titled in both parties' names. The parties each acknowledge that the vehicle is presently in need of repairs, and that the Husband shall be solely responsible for said repairs. The parties agree that each party will sign the necessary documentation to have the title of said vehicle placed solely in Husband's name within thirty (30) days of the entry of the Final Decree of Divorce in this cause.

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 the Wife might have in the real property owned by the parties located at 117 Coastal Court East, Nashville, 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 Wife and reinvested in the Husband.

It is agreed by and between the parties that the Husband shall have three (3) months from the entry of the Final Decree of Divorce to refinance the mortgage on the real property so that the Wife's name shall be removed from said mortgage. 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 Husband shall indemnify and hold the Wife harmless thereon.

V. RETIREMENT PLANS.

The parties acknowledge that the Wife has not acquired an interest in a retirement/pension/profit sharing plan as a result of her employment.

The parties acknowledge that the Husband has acquired an interest in a retirement/pension/profit sharing plan with Metro-Nashville Government. It is agreed by and between the parties that the Wife shall relinquish any claim or interest that she might have in the retirement/pension/profit sharing plan of the Husband. It is agreed by and between the parties that the interest of the Wife in the retirement/pension/profit sharing plan of the Husband shall be divested from her and reinvested in the Husband, so that the Husband shall own his retirement/pension/profit sharing plan as his sole property, free and clear of any interest or claim of the Wife.

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VI. MARITAL DEBTS.

It is agreed by and between the parties that the parties have incurred joint marital debt during the marriage. Specifically, the parties owe the following debts: Care Credit in the approximate amount of Eight Hundred Forty-eight Dollars ($848.00); Transworld in the approximate amount of One Thousand Two Hundred Dollars ($1,200.00); NFCU in the approximate amount of Thirteen Thousand Five Hundred Dollars ($13,500.00); the Boat Club in the approximate amount of Two Thousand Five Hundred Dollars ($2,500.00); and the Internal Revenue Service in the approximate amount of Two Thousand Eight Hundred Forty-nine Dollars ($2,849.42). The total amount of the parties' joint debts is Twenty Thousand Eight Hundred Ninety-seven Dollars and Forty-two Cents ($20,897.42). The parties agree that the Husband shall be solely responsible for the repayment of each of the above listed debts.

It is further agreed by and between the parties that each party shall be solely responsible for any other debts that they have acquired in their respective names and not set forth specifically herein, and that they shall each indemnify and hold the other harmless thereon.

NOTICE: The Martial Dissolution Agreement and Final Decree of Divorce does not necessarily affect the ability of a creditor to proceed against a party or a party's property, even though the party is not responsible under the terms of the Final Decree for an account, any debt associated with an account or any debt. Therefore, it may be in your best interest to cancel, close or freeze any jointly held accounts.

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VII. ALIMONY.

It is agreed by and between the parties that neither party shall make any claim for alimony against the other, either now or in the future.

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, 2009. Each party further agrees to indemnify and hold the other party harmless for their portion of any such joint debt.

The parties agree that each shall file a separate income tax return for the 2012 tax year, and each shall be solely responsible for the payment of any federal income tax owed on their separate returns for the 2012 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.

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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, 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

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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.

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.

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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.

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.

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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.

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WITNESS OUR HANDS, this 15th day of February, 2013 as to the Wife, and this 15th day of February, 2013 as to the Husband.

TONYA T. WALKER

DARIUS D. WALKER

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, TONYA T. WALKER, 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 15th day of February, 2013

NOTARY PUBLIC

TREVOR CLARK
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires May 6, 2013

My Commission expires: 5/6/13

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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

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NOTARY PUBLIC

TREVOR CLARK
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires May 6, 2013

My Commission expires: 5/6/13

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STATE OF TENNESSEE	4TH CIRCUIT COURT	DAVIDSON COUNTY
	2013 MAR 27 PM 5:28	2013 FEB 27 PM 2:51
PERMANENT PARENTING PLAN ORDER ☐ PROPOSED XX AGREED ☐ ORDERED BY THE COURT	RICHARD R. ROOKER, CLERK D.C.	DOCKET NO. 12D448 RICHARD R. ROOKER, CLERK D.C.

PLAINTIFF *(Name: First, Middle, Last)*	DEFENDANT *(Name: First, Middle, Last)*
TONYA T. WALKER	**DARIUS D. WALKER**
☐ 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 Type Date
- ☐ modifies an existing Order dated Type Date

Child's Name	Date of Birth
Dinae T. Walker	3/5/1998
Deja T. Walker	11/18/2000

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent of Dinae Waler is the Father.

The Primary Residential Parent of Deja Walker is the Mother.

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

Dinae Walker: Mother 80 days Father 285 days
Deja Walker: Mother 285 days Father 80 days

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B. DAY-TO-DAY SCHEDULE

The mother shall have responsibility for Deja and the father shall have responsibility for Dinea except at the following times when the other parent shall have responsibility:

XX other: The parties acknowledge that the Wife and minor child Deja shall reside in the State of Georgia. The parties agree that they shall exchange the minor children every other weekend; however, should that not be feasible due to the distance of the residences of the parties; the parties may choose to meet and exchange the minor children at mutually agreed upon times. Additionally, the parties agree that the minor children will alternate weekends with both Mother and Father so that the minor children will see each other during every exchange.

This parenting schedule begins ☐ Please Enter Start Date **or XX** date of the Court Order.
Day and Time

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

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 Please enter other holiday start time.

D. FALL VACATION (*If applicable*)

The day to day schedule shall apply except as follows: the parties shall alternate each Fall Break beginning with the Mother in even years.

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E. WINTER (CHRISTMAS) VACATION

The XX mother ☐ father shall have the child or children for the first period from the day and time school is dismissed until December 26 at 6:00 p.m. XX 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.

F. SPRING VACATION (*If applicable*)

The day-to-day schedule shall apply except as follows: the parties shall alternate Spring Break beginning in odd years.

G. SUMMER VACATION

The day-to-day schedule shall apply except as follows: Each parent shall have two weeks of summer vacation time with the minor children each summer with at least 30 days notice to the other parent of the times they intend to exercise.

H. TRANSPORTATION ARRANGEMENTS

The place of meeting for the exchange of the child or children shall be at the halfway point between the Mother's and Father's residence between Tennessee and Georgia.
Payment of long distance transportation costs *(if applicable):* each party shall pay their own travel expenses when transporting the minor children.
Other arrangements: Please Type 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: Type Location of Parenting Time.

☐ Person or organization supervising: Type Person or Organization Supervising.
☐ Responsibility for cost, if any: ☐ mother ☐ father ☐ both equally.

J. OTHER

The following special provisions apply:

Please Type other special provisions that apply

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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**	**X joint**
Non-emergency health care	☐ **mother**	☐ **father**	**X joint**
Religious upbringing	☐ **mother**	☐ **father**	**X joint**
Extracurricular activities	☐ **mother**	☐ **father**	**X joint**
Enter other information	☐ **mother**	☐ **father**	☐ **joint**

III.FINANCIAL SUPPORT

A. CHILD SUPPORT

Father's gross monthly income is $2268.76
Mother's gross monthly income is $1560.00

1. The final child support order is as follows:
   The XX Father ☐ **Mother shall pay to the other parent as regular child support the sum of $89.00 ☐ weekly XX 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: Please Type Reason For Deviation.

2. **Retroactive Support: A judgment is hereby awarded in the amount of $Please Type Amount of Retroactive Child Support 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 Please Type Date of Child Support Start which shall be paid (including pre/post judgment interest) at the rate of $Please Type Rate of Payment per ☐ week**
   —☐ month -☐ twice per month -☐ -every two weeks until the judgment is paid in full.

3. Payments shall begin on the 1st day of March, 2013.

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This support shall be paid:

X 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: Please Type Address of Receiving Parent.
A Wage Assignment Order is attached to this Parenting Plan.

☐ by direct deposit to the other parent at Please Type Name of Bank Bank for deposit in account no. Please Type Account Number.
☐ income assignment not required; explanation: Please Enter Explanation Here.

☐ other: Please Enter Any Other Information Here.

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[1]

The ☐ father XX Mother is the parent receiving child support.

The Mother shall claim the following children: Deja Walker

The Father shall claim the following children: Dinae Walker

The mother and 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.*

[1] 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 parent paying work-related child care expenses shall send proof of expenses to the other parent for the prior calendar year, and an estimate for the next calendar year, on or before February 15.

D. HEALTH AND DENTAL INSURANCE

Reasonable health insurance on the child or children will be:

- ☐ maintained by the mother
- **X** maintained by the father
- ☐ maintained by both

Proof of continuing coverage shall be furnished to the other parent annually or as coverage changes. The parent maintaining coverage shall authorize the other parent to consult with the insurance carrier regarding the coverage in effect.

Uncovered reasonable and necessary medical expenses, which may include but is not limited to, deductibles or co-payments, eyeglasses, contact lens, routine annual physicals, and counseling will be paid by ☐ mother ☐ father X pro rata in accordance with their incomes. After insurance has paid its portion, the parent receiving the bill will send it to the other parent within ten days. The other parent will pay his or her share within 30 days of receipt of the bill.

If available through work, the ☐ mother X 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 XX both shall insure his/her own life in the minimum amount of $50,000.00 by whole life or term insurance. Until the child support obligation has been completed, each policy shall name the child/children as sole irrevocable primary beneficiary, with the XX other parent, ☐ other Please Type Other Information, as trustee for the benefit of the child(ren), to serve without bond or accounting.

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

~~The~~ Deja Walker is scheduled to reside the majority of the time with the Mother. ~~The~~ Dinae Walker is 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.

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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. (PES)
- ☐ 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 XX certified mail ☐ other: Please Type Other Information

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

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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

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

Tonya J. Walker 2.15.13

Mother
and Place Signed

Date

Sworn to and subscribed before me this 15th day of February, 20 13

My commission expires: 5/6/13

Notary Public

TREVOR CLARK
STATE
TENNESSEE
NOTARY
PUBLIC
DAVIDSON COUNTY
My Commission Expires May

Father

2-15-13 Nashville, TN

Date and Place Signed

Sworn to and subscribed before me this 15th day of February, 20 13

My commission expires: 5/6/13

Notary Public

TREVOR CLARK
STATE
TENNESSEE
NOTARY
PUBLIC
DAVIDSON COUNTY
My Commission Expires May

APPROVED FOR ENTRY:

Robert J. Turner 030874

Robert J. Turner
Attorney for Father
208 3rd Ave., N., Ste. 100
Address
Nashville, TN 37201
Address
(615) 259-2660/#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: Enter How Court Costs Will Be Taxed.

It is so ORDERED this the 27th day of March, 2013.

Judge

Copy

Effective as of 7/22/2008

State of Tennessee - Department of Human Services
Child Support Worksheet

2/20/2013 - 2:28 PM

2013 FEB 21 PM 2:51
RICHARD R. ROOKER, CLERK

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:	Tonya Walker			X
Name of Father:	Darius Walker			X
Name of non-parent Caretaker:				

TCSES case #:

Docket #: 12D448

Court name: Davidson County Circuit Court

Name(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
Dinae Walker	3/5/1998	80	285	
Deja Walker	11/8/2000	285	80	

2013 MAR 27 PM 4:28
CHARD R. ROOKER, CLERK
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		$ 1,560.00	$ 2,268.76	
1a	Federal benefit for child		+	+	
1b	Self-employment tax paid		-	-	
1c	Subtotal		1,560.00	2,268.76	
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)		$ 1,560.00	$ 2,268.76	
2a	Combined Adjusted Gross Income	$3,828.76			
3	Percentage Share of Income (PI)		41%	59%	

Part III. Parents' Share of BCSO

		Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
4	BCSO allotted to primary parent's household	$ 722.00	$ 722.00	$ 0.00
4a	Share of BCSO owed to primary parent	$ 296.02	$ 425.98	
5	Each parent's average parenting time	N/A	N/A	
6	Parenting time adjustment	$ N/A	$ N/A	
7	Adjusted BCSO	$ 296.02	$ 425.98	

Copy

Part IV. Additional Expenses

		Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
8a	Children's portion of health insurance premium	$	$ 100.00	$
8b	Recurring uninsured medical expenses	$	$	$
8c	Work-related childcare	$	$	$
9	Total additional expenses	$ 0.00	$ 100.00	$ 0.00
10	Share of additional expenses owed	$ 41.00	$ 0.00	
11	Adjusted Support Obligation (ASO)	$ 337.02	$ 425.98	

Part V. Presumptive Child Support Order

		OBLIGATION	
12	Presumptive Child Support Order (PCSO)	$ 0.00	$ 89.00

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

Low Income? N (N=15% Y=7.5%)
Current Order Flat %? N (N / Y)

Modification of Current Child Support Order

13a	Current child support order amount for the obligor parent	$	$
13b	Amount required for significant variance to exist	$ 0.00	$ 0.00
13c	Actual variance between current and presumptive child support orders	$ 0.00	$ 0.00

Part VI. Deviations and FCSO

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

14	Deviations (Specify):	$	$
15	Final Child Support Order (FCSO)	$ 0.00	$ 89.00
16	FCSO adjusted for Federal benefit, Line 1a, Obligor's column.	$ 0.00	$ 89.00

Comments, Calculations, or Rebuttals to Schedule

Preparer's Use Only

Name: Robert J. Turner
Title: Attorney for Father
Date: 2/20/2013

Copy

It is, further, ORDERED, ADJUDGED, and DECREED that all right, title, and interest that the Wife might have in the real property owned by the parties located at 117 Coastal Court East, Nashville, Davidson County, Tennessee, and more particularly described below, is divested out of Wife and is reinvested in Husband and the Husband owns this property free and clear of any interest or claim of the Wife.

> Being Lot No. 169 as shown on Priest Lake Park, Section 4, of record in Book 4460, Pages 15, 16, and 17, Register's Office for Davidson County, Tennessee.
> Said Lot No. 169 fronts 47.12 feet on the easterly cul-de-sac of Coastal Court East and extends back 173.44 feet on the northerly line and 88.78 feet on the southerly line to a line on the rear which is broken line on which it measures 199.86 feet.
> Being the same property conveyed to Richard T. Dixon and wife, Rubynelle Dixon by deed of record in Book 5177, Page 761, Register's Office for Davidson County, Tennessee.
> Subject to Restrictive Covenants of record in Book 4505, Page 774, Register's Office for Davidson County, Tennessee.
> This conveyance is subject to any and all existing easements and restrictions as shown of record.

It is, further, ORDERED, ADJUDGED and DECREED that each party is placed on NOTICE that the Martial Dissolution Agreement and this Final Decree of Divorce does not necessarily affect the ability of a creditor to proceed against a party or a party's property, even though the party is not responsible under the terms of this Final Decree for an account, any debt associated with an account or any debt. Therefore, it may be in your best interest to cancel, close or freeze any jointly held accounts.

It is, further, ORDERED, ADJUDGED, and DECREED that the ~~remaining~~ 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
118 Jackson Drive	117 Coastal Court East
Leesburg, GA 31763	Nashville, TN 37217

ENTERED THIS THE 27th DAY OF March, 2003.

PHILIP E. SMITH, JUDGE

Copy

APPROVED FOR ENTRY:
ROBERT J. TURNER & ASSOC., P.C.

Robert J. Turner, #015107
Bradley H. Frakes, #027234
Attorney for Husband
208 Third Avenue North, Ste. 100
Nashville, TN 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; ( ) hand delivery; ( ) facsimile transmission to _____, hard copy to follow via regular U. S. Mail:

Tonya Walker
118 Jackson Drive
Leesburg, GA 31763

This the 27th day of March, 2013.

Robert J. Turner
Bradley H. Frakes

Copy

CERTIFICATE OF SERVICE

DOCKET NO. 12D448

I hereby certify I have mailed a copy of the foregoing to the parties/counsel listed below, on this 1ST day of APRIL, 2013.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____
Deputy Clerk

ROBERT J. TURNER, ATTORNEY
ROBERT J. TURNER & ASSOC.
208 3RD AVE. NORTH, SUITE 100
NASHVILLE, TN 37201

TONYA WALKER
118 JACKSON DR.
LEESBURG, GA 31763

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 27 day of MARCH , 2013 , in the Case Number 12D448 between WALKER, TONYA TATENA Plaintiff, and WALKER, DARIUS LAMONTE 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 01 day of NOVEMBER in the year two thousand thirteen and in the 237th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

