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IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2014 AUG 15 PM 3:56

RICHARD R. ROOS

AARON L. SOLOMON)
)
v.)
) Docket No. 13D1446 D.C.
ANGELIA SOLOMON)

FINAL DECREE

This cause came to be heard on the 15th day of August, 2014, before the Honorable Philip E. Smith, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon Husband's Complaint for Absolute Divorce; upon the Marital Dissolution Agreement which provides for division of the parties' respective rights and interests in all joint and individual property, and apportionment of responsibility for payment of the parties' joint and individual debts; the Parenting Plan which provides for custody and support of the parties' minor children, upon all of the pleadings and upon the testimony of Husband and statements of counsel, from all of which the Court affirmatively found that the allegations of Husband's Complaint are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle Husband to an absolute divorce; that the parties, by written agreement, made adequate and sufficient provision for the settlement of property rights between themselves and made adequate and sufficient provision for custody and maintenance of the parties' minor children; that the Marital Dissolution Agreement and Parenting Plan should be approved; and that the ninety day waiting period, as required by statute, has elapsed.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that the Husband, Aaron L. Solomon, be, and hereby is, awarded an absolute divorce from the Wife on the grounds of irreconcilable differences, that the parties be restored to all the rights and privileges of unmarried persons, and that the bonds of matrimony heretofore existing between the parties are hereby

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perpetually dissolved.

It is further **ORDERED, ADJUDGED AND DECREED** that the Marital Dissolution Agreement and Parenting Plan heretofore executed between the parties are hereby approved by the Court, and are hereby made a specific order and decree of the Court, which Agreement and Parenting Plan are in words and figures as follows:

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2014 AUG 15 PM 3:56

AARON L. SOLOMON,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Docket No. 13D-1446
	)	
ANGELIA SOLOMON,	)	
	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Fourth Circuit Court for Davidson County, Tennessee, a Complaint for Absolute Divorce filed by Husband against Wife, under Docket No. 13D-1446.

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement and tender the same to the Court for approval, in the event a Decree of Divorce is granted in this cause; and

WHEREAS, both these parties are aware of their respective rights and responsibilities one to the other.

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

I.

The consideration for this Agreement is the mutual promises and agreements herein contained.

II.

NO INTERFERENCE

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. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

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III.

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.

IV.

ALIMONY

It is mutually agreed upon by and between the parties hereto that no claim is being made by either party against the other with respect to any type of alimony, and both parties, respectively, by the execution of this Agreement, waive all rights to claim alimony, forevermore.

V.

CHILD CUSTODY, VISITATION AND SUPPORT

Custody of the children, visitation, and support, are dealt with in the Parenting Plan.

VI.

TRIAL

Husband shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences.

VII.

HOUSEHOLD FURNITURE AND OTHER PERSONAL PROPERTY

The parties represent that they previously equitably divided all personal property, such that each party shall be awarded any personal property in his or her possession and/or control, free and clear of any claim of the other party except that Mr. Solomon shall be awarded the following items of personal property currently located at the marital residence at 2602 Abbott Martin Road:

1. His clothing
2. Personal memorabilia

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3. His Emmy awards
4. His mementos from his Father
5. His childhood memorabilia
6. His items that are already boxed up
7. His photos, diplomas, awards

Mr. Solomon in the company of his Father, shall retrieve these on Saturday, September 13, 2014 beginning at 10:00 a.m.

Wife is awarded all other personal property in her possession and Husband shall return any personal effects and memorabilia to Wife in his possession.

VIII.

AUTOMOBILES

Neither party owns an automobile.

IX.

RETIREMENT/PENSION/401-K's

Neither party has a retirement account, 401k or the like.

X.

REAL PROPERTY

The marital residence is located at 2602 Abbott Martin Road, Nashville, Tennessee 37215, more particularly described as follows:

> Land in Davidson County, Tennessee, being the southeast corner of Lot No. 2, on the map of Resubdivision of Lot 2 Compton Lands, of record in Plat Book 547, page 116, Register's Office for Davidson County, Tennessee.
>
> Beginning at a concrete monument, said monument being N3°41'17" E 222.39'± from the northerly margin of Abbott Martin Road along a line with Longwood Subdivision, of record in Plat Book 5200, page 86, thence S 86°51'28" E 110.07' ± to an iron rod found near a fence, thence S 3°48'25" W 232.56' ± to an iron pin on or near the northerly margin of Abbott Martin Road, thence along the northerly margin of said road, on a curve to the left having a radius of 1,547.12', an arc length of 110.00', a chord

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bearing N 81°33'22"W and a chord distance of 109.96' ± to an iron pin set from existing monumentation found on Longwood Subdivision, thence N3°41'17'E222.39 ± to the point of beginning, and containing 0.572 acres or 24,911.57 square feet, more or less.

Being the same property conveyed to Aaron L. Solomon and Angelia Solomon, by deed from David P. Brandon and wife, Carolyn Brandon, of record in Instrument No. 20070613-0070595, Register's Office for Davidson County, Tennessee.

The parties understand and recognize that there is more money owed on this property than it is worth. The parties agree that they have not paid any of the indebtedness owed thereon in several years. It is, therefore, Ordered that any and all interest of Aaron L. Solomon is hereby divested out of him completely and reinvested solely in Angelia Solomon. Ms. Solomon shall be responsible for any and all indebtedness owing thereon. The parties original mortgage was with Countrywide Home Loans, however, the Countrywide Home Loans was purchased by Bank of America and subsequent other lenders; in fact, the parties are not certain which entity presently holds the note. Regardless, Ms. Solomon shall assume any and all indebtedness associated with the residence above and shall hold Mr. Solomon harmless.

XI.

DEBTS

Husband shall pay the following debts in a timely manner and shall indemnify and hold Wife harmless thereon:

1.	Lee and Linda Solomon	$24,581.00
2.	Dan Jennie Huffines	$11,700.00
3.	Darryl Deason	$ 4,000.00
4.	Robby Moore	$ 4,000.00
5.	John and Lucy Gibson	$12,500.00
6.	Bank of Perry County	$18,895.86
7.	Mike Davis	$ 4,000.00
8.	Jimmy Williams	$ 2,000.00
9.	Earl Davis	$ 1,255.00

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10.	Larry Montgomery	$ 400.00
11.	Half of Cardinal Health	$ 4,636.11
	Total -	**$87,967.97**

Wife shall pay the following debts in a timely manner and shall indemnify and hold Husband harmless thereon:

1.	Dan and Jennie Huffines	$71,300.00
2.	Half of Cardinal Health	$ 4,636.11
3.	Tahoe (repossessed)	$12,000.00
	Total -	**$87,936.00**

Further, Wife shall pay the following shared debts which Husband has been responsible for since June, 2013:

1.	Grace Christian Academy	
	Half of 2012-2013 tuition	$ 5,000.00
	Half of 2013-2014 tuition	$ 5,000.00
	Half of 2014-2015 tuition	$ 1,091.68
	Half of June Mediation	$ 1,100.00
	Total -	**$12,191.68**

The parties agree that the above amount of $12,191.68 shall be paid to Husband by Wife, which amount is reduced to judgment for which let execution issue if necessary but no execution shall issue for ninety (90) days. It is, therefore, **ORDERED, ADJUDGED AND DECREED** that Mr. Solomon is awarded a judgment against Ms. Angelia Solomon in the amount of $12,191.68, which amount is reduced to judgment for which let execution issue, if necessary.

The parties shall be responsible for the following debts jointly and equally:

1.	Entire IRS debt	$119,000.00

The parties agree that Husband shall pay $160.00 per month toward the IRS debt and Wife shall pay $160.00 per month. Additionally, the parties agree that both of their income tax refunds will be held and applied to the debt at the end of each tax year until this debt is paid in full.

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XII.

BANKING ACCOUNTS/OTHER ACCOUNTS

The parties represent that they do not have any joint bank accounts. Each party shall maintain his or her own separate checking or savings accounts, and each is awarded all of the proceeds of any such accounts in his or her sole name, free and clear of any claims of the other party.

XII.

ENFORCEMENT PROVISIONS

In the event that either party has to petition the Court for enforcement of any of the provisions of this Agreement, then the party at fault, as determined by the Court, shall be responsible for reasonable attorney's fees, expenses and court costs in enforcement of the same.

XIV.

ACCEPTANCE BY THE PARTIES

With respect to each party's responsibility for payment of certain debts and liabilities and their obligations to hold the other harmless for the payment thereof, the parties understand and agree that pursuant to the Bankruptcy Abuse, Prevent and Consumer Protection Act of 2205, that the parties intend the various payments and obligations contained herein be in the nature of a domestic support obligation and therefore are intended to be non-dischargeable even though a bankruptcy court may determine later that the payments and obligations contained herein are dischargeable.

XV.

NOTICE PURSUANT TO T.C.A. §36-4-134

T.C.A. §36-4-134. Notice that the decree does not necessarily affect the ability of a creditor to proceed against a party or a party's property.

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(a) Every final decree of divorce granted on any fault ground of divorce and every marital dissolution agreement shall contain a notice that the decree 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 decree for an account, any debt associated with an account or any debt. The notice shall also state that it may be in a party's best interest to cancel, close or freeze any jointly held accounts.

(b) failure to include the notice required by subsection (a) shall not affect the validity of the decree of divorce, legal separation or annulment.

XVI.

VOLUNTARY ACCEPTANCE

Each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

XVII.

ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

XVIII.

ADDITIONAL INSTRUMENTS

Both parties agree to sign any and all deeds, titles, documents or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing thereof, and that they have signed same voluntarily.

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XIX.

DISCLOSURES

Each of the parties hereby warrants and represents to the other that there are no undisclosed outstanding obligations or liabilities contracted by him or her for which the other is responsible, and each does hereby save the other harmless from any such obligation or liability and to indemnify the other for any costs which he or she may incur in connection therewith, including reasonable attorney's fees.

XX.

COURT COSTS

Wife shall pay any remaining costs of this cause. Angelia Solomon, 2602 Abbott Martin Road, Nashville, TN 37215.

XXI.

ATTORNEY FEES

Each party shall be responsible for his or her own attorney fees in this matter except as follows: Angelia Solomon shall pay $15,000.00 of Husband's attorney's fees. It is, therefore, **ORDERED, ADJUDGED AND DECREED** that D. Scott Parsley is awarded a judgment against Ms. Angelia Solomon in the amount of $15,000.00, said amount is awarded as additional child support, which amount is reduced to judgment for which let execution issue, if necessary. Helen S. Rogers and Rogers, Kamm & Shea shall be allowed to withdraw in this matter as counsel for Wife and is awarded a lien against Ms. Angelia Solomon in the amount of $14,000.00.

XXII.

MAIDEN NAME

Wife is ~~restored to~~ continuing her married name and her maiden name of Angelia Huffines-Solomon.

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Witness our hands, this _____ day of _____, 2014, as to the Wife and the 15 day of August, 2014, as to the Husband.

ANGELIA SOLOMON

AARON L. SOLOMON

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the within named Aaron Solomon, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 15 day of August, 2014.

NOTARY PUBLIC

SCOTT PARSLEY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Comm. Expires May 8, 2018

My Commission Expires: 5/8/18

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the within named Angelia Solomon with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 15 day of August, 2014.

NOTARY PUBLIC

My Commission Expires: 5/8/18

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STATE OF TENNESSEE	COURT Fourth Circuit	COUNTY Davidson 2014 AUG 15 PM 3:56
PERMANENT PARENTING PLAN ORDER [ ] PROPOSED [X] AGREED [ ] ORDERED BY THE COURT		FILE NO. 13D-1446

PLAINTIFF (Name: First, Middle, Last)	DEFENDANT (Name: First, Middle, Last)
Aaron Lawrence Solomon	Angelia Lee Huffines Solomon
[ ] Mother [X] Father	[X] 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 _____
[X] modifies an existing Order dated 6/23/2014

Child's Name	Date of Birth
Grant Rhodes Huffines Solomon	6/13/2002
Gracie Rhodes Solomon	10/17/2006

1. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent is Aaron Solomon/Father

Under the above schedule each parent will spend the following number of days with the children:

Mother 85 days Father 280 days

B. DAY-TO-DAY SCHEDULE

Mother shall continue to exercise the current Court Ordered parenting time of six (6) hours per week with one (1) hour supervised until September 12, 2014. Thereafter, beginning September 12, 2014, Mother will begin exercising every other weekend parenting time from Friday at 6:00 p.m. to Sunday at 6:00 p.m. with two (2) hours being supervised by Mary Duff for a period of two (2) months. On November 21, 2014, if there have been no issues with Mother's parenting time and at the discretion of the supervisor, the following parenting schedule shall begin:

The [ ] mother [X] father shall have responsibility for the care of the child or children except at the following times when the other parent shall have responsibility.

From Friday after school; if no school 6:00pm to Monday back to school; if no school back to Father by 8:00 p.m. Sunday

Day and Time Day and Time

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[ ] every week [X] every other week [ ] other: _____

This parenting schedule begins [ ] _____ or [X] 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
Easter Day (unless otherwise coinciding with Spring Vacation)	Odd	Even
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	Odd	Even

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. School free and Monday holidays will be with the parent who had the weekend until 6:00 p.m. Halloween and July 4th shall be from 8:00 a.m. on holiday until 8:00 a.m. the following day.

D. FALL VACATION (*If Applicable*)

The day to day schedule shall apply except as follows: The parties shall alternate each year starting with Father in 2014 from when school is discharged until 6:00 p.m. the night before school resumes.

E. WINTER (CHRISTMAS) VACATION

The [X] mother [ ] father shall have the child or children for the first period from the day and time school is dismissed until December 26th at 9:00 a.m./. [ ] in odd-numbered years [X] in even-numbered years [ ] every year. The other parent will have the child or children for the second period from the day and time indicated above until 6:00 p.m. on the evening before school resumes. The parties shall alternate the first and second periods each year.

Other agreement of the parents: _____

F. SPRING VACATION (*If Applicable*)

The day-to-day schedule shall apply except as follows: The parties shall alternate each year starting with Mother in 2015 from when school is discharged until 6:00 p.m. the night before school resumes.

G. SUMMER VACATION

The day-to-day schedule shall apply except as follows: Mother shall have summer vacation with the minor children in the summer from July 17th through July 31st and for the first week after school is dismissed.

Is written notice required? [ ] Yes [ ] No. If so, _____ number of days.

H. TRANSPORTATION ARRANGEMENTS

The place of meeting for the exchange of the child or children shall be: When the children are in school, the exchange shall take place at school. When the children are not in school, the parties shall meet at a mutually

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agreeable location taking into consideration the children's activities/events and equidistance from their homes.

Payment of long distance transportation costs (*if applicable*): [ ] mother [ ] father [ ] both equally.
Other arrangements: _____

If a parent does not possess a valid driver=s license, he or she must make reasonable transportation arrangements to protect the child or children while in the care of that parent.

I. SUPERVISION OF PARENTING TIME (*If applicable*)
[ ] Check if applicable

Supervised parenting time shall apply during the day-to-day schedule as follows:

[ ] Place: _____
[ ] Person or organization supervising: _____
[X] Responsibility for cost, if any: [X] mother [ ] father [ ] both equally

J. OTHER

The following special provisions apply:

(1) In order to begin unsupervised parenting time on November 21, 2014, Mother shall provide proof of continued mental health treatment to Father. Proof shall consist of Mother having her treating mental health professional, Dr. Ruth A. Smith, PhD, send bi-monthly written reports to Mr. Solomon advising him of Ms. Solomon's progress or treatment and her compliance with treatment. In the event that Ms. Solomon becomes non-compliant with treatment, Dr. Smith will notify Mr. Solomon of such. In the event Mother changes her mental health doctor, the same conditions shall apply as relates to written monthly reports.
(2) Mother shall continue to pay for the parenting time supervisor.

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	[X] father	[ ] joint
Non-emergency health care	[ ] mother	[X] father	[ ] joint
Religious upbringing	[ ] mother	[X] father	[ ] joint
Extracurricular activities	[ ] mother	[X] father	[ ] joint
_____	[ ] mother	[ ] father	[ ] joint

*If Mother elects to pay one-half of the private school tuition, then she shall have joint decision making regarding educational decisions.

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III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Father's gross monthly income is $ $4,158.34
Mother's gross monthly income is $ $10,400.00

1. The final child support order is as follows:
   a. The [X] mother [ ] father shall pay to the other parent as regular child support the sum of $ 1,494.00 [ ] weekly [X] monthly [ ] twice per month [ ] every two weeks. **The Child Support Worksheet shall be attached to this Order as an Exhibit.***[1]

   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 the 1st day of September, 2014.

This support shall be paid:
[ ] directly to the other parent.
[ ] to the Central Child Support Receipting Unit, P. O. Box 305200, Nashville, Tennessee 37229, and sent to the other parent at: _____
[X] by direct deposit to the other parent at First Tennessee Bank for deposit in account no. 186374007
[X] Wage Assignment: Walmart, 702 SW 8th Street, Bentonville, AR 72716-8215; Telephone 479-273-4505; Facsimile 479-277-8991

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

B. FEDERAL INCOME TAX EXEMPTION.[2]

The [ ] mother [X] father is the parent receiving child support.

The Mother shall claim the following children: _____
The Father shall claim the following children: Grant Solomon and Gracie Solomon

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: _____.

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

*NOTE: The child support schedule assumptions in the guidelines (140-2-4-.03 (6)(b)) assume that the parent receiving the child support will get the tax exemptions for the child.

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The [ ] mother [ ] father will furnish IRS Form 8332 to the parent entitled to the exemption 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.
$ The complete 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
[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 [ ] father shall maintain dental, orthodontic, and optical insurance on the minor child or children.

E. LIFE INSURANCE

Ms. Solomon has a life insurance policy with Prudential, policy no. _____. Ms. Solomon shall designate Mr. Solomon Trustee beneficiary for the parties' minor children of $500,000.00 of this policy so long as she is obligated to pay child support. She shall provide written proof that this insurance is in effect with Mr. Solomon as the trustee beneficiary for the children by April 15th of each year so long as she is obligated to pay child support. Until the child support obligation has been completed, each policy shall name the following as sole irrevocable primary beneficiary: [ ] the other parent, [X] the other parent, as trustee for the benefit of the children, to serve without bond or accounting. Mr. Solomon shall also provide $100,000.00 life insurance to Ms. Solomon on the same terms as above.

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

The child or children are scheduled to reside the majority of the time with the [ ] mother [X] father. This parent is designated as the primary residential parent also known as the custodian, **SOLELY** for purposes of any other

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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:

[X] Mediation by a neutral party chosen by the parents or the Court.
[ ] Arbitration by a neutral party selected by parents or the Court.
[ ] The Court DUE TO ORDER OF PROTECTION OR RESTRICTIONS.

The costs of this process may be determined by the alternative dispute process or may be assessed by the Court based upon the incomes of the parents. It must be commenced by notifying the other parent and the Court by [X] 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(a)(3)(A) of Tennessee law, both parents are entitled to the following rights:

i. The right to unimpeded telephone conversations with the child at least twice a week at reasonable times and for reasonable durations. The parent exercising parenting time shall furnish the other parent with a telephone number where the child may be reached at the days and time specified in a parenting plan or other court order or, where days and times are not specified, at reasonable times;
ii. The right to send mail to the child which the other parent shall not destroy, deface, open or censor. The parent exercising parenting time shall deliver all letters, packages and other material sent to the child by the other parent as soon as received and shall not interfere with their delivery in any way, unless otherwise provided by law or court order;
iii. 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 injury, or death of the child. The parent exercising parenting time when such event occurs shall notify the other parent of the event and shall provide all relevant healthcare providers with the contact information for the other parent;
iv. The right to receive directly from the child's school any educational records customarily made available to parents. Upon request from one parent, the parent enrolling the child in school shall provide to the other parent as soon as available each academic year the name, address, telephone number and other contact information for the school. In the case of children who are being homeschooled, the parent providing the homeschooling shall advise the other parent of this fact along with the contact information of any sponsoring entity or other entity involved in the child's education, including access to any individual student records or grades available online. The school or homeschooling entity shall be responsible, upon request, to provide to each parent records customarily made available to parents. The school may require a written request which includes a current mailing address and may further require payment of the reasonable costs of duplicating such records. These

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records include copies of the child's report cards, attendance records, names of teachers, class schedules, and standardized test scores;

v. Unless otherwise provided by law, the right to receive copies of the child's medical, health or other treatment records directly from the treating physician or healthcare provider. Upon request from one parent, the parent who has arranged for such treatment or health care shall provide to the other parent the name, address, telephone number and other contact information of the physician or healthcare provider. The keeper of the records may require a written request including a current mailing address and may further require payment of the reasonable costs of duplicating such records. No person who receives the mailing address of a requesting parent as a result of this requirement shall provide such address to the other parent or a third person;

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

vii. The right to be given at least forty-eight (48) hours' notice, whenever possible, of all extracurricular school, athletic, church activities and other activities as to which parental participation or observation would be appropriate, and the opportunity to participate in or observe them. The parent who has enrolled the child in each such activity shall advise the other parent of the activity and provide contact information for the person responsible for its scheduling so that the other parent may make arrangements to participate or observe whenever possible unless otherwise provide by law or court order;

viii. 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 forty-eight (48) hours, an itinerary which shall include the planned dates of departure and return, the intended destinations and mode of travel and telephone numbers. The parent traveling with the child or children shall provide this information to the other parent so as to give that parent reasonable notice;

The right to access and participation in the child's education on the same basis that are provided to all parents including the right of access to the child during lunch and other school activities; provided, that the participation or access is legal and reasonable; however, access must not interfere with the school's day-to-day operations or with the child's educational schedule.

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 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 fifty (50) 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.

VII. PARENT EDUCATION CLASS

This requirement has been fulfilled by [X] both parents [ ] mother [ ] father [ ] neither.
Failure to attend the parent education class within 60 days of this order is punishable by contempt.

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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.)

Mother

08/15/14 Nashville
Date and Place Signed

Sworn to and subscribed before me this 15 day of August, 2014

My commission expires: 5/8/18

Notary Public

Father

8/15/2014 Nashville
Date and Place Signed

Sworn to and subscribed before me this 15 day of August, 2014

My commission expires: 5/8/18

Notary Public

APPROVED FOR ENTRY:

Helen S. Rogers
Attorney for Mother
2205 State Street
Address
Nashville, TN 37203
Address
(615) 320-0600 #7025
Phone and BPR Number

D. Scott Parsley/Michael K. Parsley
Attorney for Father
219 Second Avenue North, Suite 300
Address
Nashville, TN 37201
Address
(615) 244-8118 #13606/#23817
Phone and BPR Number

NOTE: The judge or chancellor may sign below or, instead, sign a Final Decree or a separate Order incorporating this plan

COURT COSTS (if applicable)

Court costs, if any, are taxed as follows:

It is so **ORDERED** this the 15th day of August, 2014.

Judge or Chancellor

Copy

Effective as of 7/22/2008

State of Tennessee - Department of Human Services
Child Support Worksheet

8/14/2014 - 1:50 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:	Angelia Solomon		X	
Name of Father:	Aaron L. Solomon	X		
Name of non-parent Caretaker:				

TCSES case #:

Docket #:

Court name:

Name(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
Grant Solomon	6/13/2002	85	280	
Gracie Solomon	10/17/2006	85	280	

RECEIVED
2014 AUG 15 PM 3:56

Part II. Adjusted Gross Income

			Mother's Column A	Father's Column B	Non-parent Caretaker Column C
	1	Monthly Gross Income	$ 10,400.00	$ 4,158.34	
	1a	Federal benefit for child	+	+	
Use Credit Worksheet to calculate line items 1d - 1e	1b	Self-employment tax paid	-	-	
	1c	Subtotal	10,400.00	4,158.34	
	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)	$ 10,400.00	$ 4,158.34	
$14,558.34	2a	Combined Adjusted Gross Income			
	3	Percentage Share of Income (PI)	71%	29%	

Part III. Parents' Share of BCSO

	4	BCSO allotted to primary parent's household	$ 0.00	$ 1885.00	$ 0.00
	4a	Share of BCSO owed to primary parent	$ 1338.35	$ 0.00	
	5	Each parent's average parenting time	N/A	N/A	
	6	Parenting time adjustment	$ N/A	$ N/A	
	7	Adjusted BCSO	$ 1,338.35	$ 0.00	

David S. Parsley
Attorney At Law
219 2nd Ave. N., Suite 300
Nashville, TN 37201

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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	$	$ 219.53	$
8b	Recurring uninsured medical expenses	$	$	$
8c	Work-related childcare	$	$	$
9	Total additional expenses	$ 0.00	$ 219.53	$ 0.00
10	Share of additional expenses owed	$ 155.87	$ 0.00	
11	Adjusted Support Obligation (ASO)	$ 1,494.22	$ 0.00	

Part V. Presumptive Child Support Order

		OBLIGATION	
12	Presumptive Child Support Order (PCSO)	$ 1,494.00	$ 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)	$ 1,494.00	$ 0.00
16	FCSO adjusted for Federal benefit, Line 1a, Obligor's column.	$ 1,494.00	$ 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:
Title:
Date: 8/14/2014

Copy

It is **ORDERED, ADJUDGED AND DECREED** that the costs are assessed against Angelia Solomon, 2602 Abbott Martin Road, Nashville, TN 37215, which amount is reduced to judgment for which let execution issue, if necessary.

It is, finally, **ORDERED, ADJUDGED AND DECREED** that Wife shall be restored to her maiden name of Angelia Huffines-Solomon.

ENTER this 15th day of August, 2014.

PHILIP E. SMITH, JUDGE

APPROVED FOR ENTRY:

D. SCOTT PARSLEY, #13606
PARSLEY, PARSLEY & STRICKLAND
219 Second Avenue North, Suite 300
Nashville, TN 37201
(615) 244-8118
(615) 244-8842 (fax)

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing document has been served on Helen S. Rogers, The Wind in the Willows Mansion, 2205 State Street, Nashville, TN 37203, by placing same in the U.S. Mail, postage prepaid, on the 15th day of August, 2014.

D. SCOTT PARSLEY

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 15 day of AUGUST , 2014 , in the Case Number 13D1446 between SOLOMON, AARON L. Plaintiff, and SOLOMON, ANGELIA 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 26 day of AUGUST in the year two thousand fourteen and in the 238th year of American Independence.



RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk