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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

SHANIKA CHANTA MATTHEWS
Plaintiff/Wife

vs.

COREY EUGENE MATTHEWS
Defendant/ Husband

DOCKET NO. 12D-535
NOTICE OF ENTRY IS REQUESTED

FILED
2012 MAY 30 AM 11:28
RICHARD R. ROOKER, CLERK
D.C.

FINAL DECREE

This cause came on to be heard on the 30th day of May, 2012 before the Honorable Philip E. Smith, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the Complaint for Divorce of Shanika Chanta Matthews ("Wife"). Upon testimony of the Wife, statement of counsel and the entire record in this cause, from all of which the Court affirmatively finds that the parties have made adequate and sufficient provision, by written agreement for the equitable settlement of any property rights between the parties, the Court determines as follows:

1. The parties were married in Davidson County, Tennessee on August 19, 2006.

2. The parties separated in Davidson County, Tennessee on or about February 17, 2012.

3. The parties have one (1) minor child born of the marriage, namely Isaiah Corey Matthews, born November 1, 2001.

4. The parties have entered into a certain Marital Dissolution Agreement for the purpose of determining their rights and liabilities with regard to one another.

5. The Marital Dissolution Agreement attached hereto and incorporated by reference herein was made freely and voluntarily by the parties for the purpose of determining Wife's and Husband's rights and liabilities with regard to one another, and is adopted by this Court for all purposes, including enforcement of the terms thereof. Said agreement is as follows:

BILL GARRETT, Davidson County
Trans:T20150027816 DEEDDIV
Recvd: 04/14/15 10:37 26 pgs
Fees:132.00 Taxes:0.00
20150414-0032824

Copy

FILED

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2012 MAY -3 PM 12:00

RICHARD R. ROMAN, CLERK

SHANIKA CHANTA MATTHEWS
Plaintiff/Wife

vs.

COREY EUGENE MATTHEWS
Defendant/ Husband

DOCKET NO. 12D-535

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is made and entered into by and between the parties, SHANIKA CHANTA MATTHEWS, hereinafter referred to as the "Wife", and COREY EUGENE MATTHEWS hereinafter referred to as the "Husband".

WITNESSETH:

WHEREAS, the parties are married and one (1) minor child was born of the marriage, Isaiah Corey Matthews, born November 1, 2001. All matters concerning the care, maintenance and support of said minor child has been incorporated into a Parenting Plan executed by the parties;

WHEREAS, both parties agree and stipulate that this agreement makes full and adequate provision for the distribution of the property of the parties; and

WHEREAS, both parties have full knowledge of and have made full disclosure of all separate and marital assets; and

WHEREAS, Wife is represented by Stephanie J. Williams, Attorney and the Husband is not represented by counsel.

NOW, THEREFORE, in the consideration of the mutual covenants and agreements herein set forth, the parties do agree as follows:

1. **WAIVER:** The parties hereto, exclusive of the terms and provisions of this instrument, each waive all right, title and interest, consummate and inchoate, in and to the property and estate of the other by way of expectancy or reversion or otherwise, including material,

Copy

insurance, contractual and all other rights by way of dower, homestead, exemption, alimony or otherwise, in present or in expectancy as to any and all property and estate of the other, and each of the parties does hereby release and discharge the other from any and all control, claims, demands, actions or causes of action, except as to the obligations imposed by this instrument or by the court's decree, this being intended as full, final and complete settlement of the property, marital and other rights of the parties hereto.

2. **ENTIRE AGREEMENT**: This agreement contains the entire understanding and agreement between the parties. There are no representations, warranties, covenants or undertakings other than those expressly set forth herein and each party enters into this contract voluntarily, advisedly, and with full knowledge of the financial condition, nature, character and value of the other's estate. The laws of the State of Tennessee shall govern this agreement in all respects.

3. **NON-DISCHARGEABILITY**: With respect to each party's responsibility for 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 non-dischargeable debt under the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties.

4. **NECESSARY DOCUMENTS**: Each party at the request of the other will execute and deliver all documents which may be reasonably necessary to give full effect to this agreement.

5. **NON-COMPLIANCE**: Should either party incur any expense of legal fees as a result of the breach of any portion of this Marital Dissolution Agreement by the other party, the Court shall award reasonable attorney's fees and suit expenses to the non-defaulting party which are reasonably incurred. No breach, waiver or default of any of the terms of this agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this agreement.

6. **SEVERANCE**: Should the court hold that any portion of this agreement is invalid, the remainder shall be in full force and effect and the invalid portion shall be struck from

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the agreement or modified as the court shall order.

7. **INCORPORATION, PERMANENT AND PENDENTE LITE**: In the event of a divorce, it is agreed by the parties that all such parts of this agreement as might be material, except those that might be lessened or destroyed, shall be incorporated in the Final Decree. Pending the entry of the final decree the Parties agree to the filing of this agreement and by said filing consent to the entry of a consent order binding them to the terms of this agreement. By the signing of this agreement the parties stipulate to these terms being enforced as if they were at the moment of signing an Order of this Court.

8. **VOLUNTARY EXECUTION**: Each party acknowledges that this agreement has been entered into of his or her own volition with full knowledge and information including tax consequences. In some instances, it represents a compromise of disputed issues. Each believes the terms and conditions to be fair and reasonable under the circumstances. No coercion or undue influence has been used by or against either party in making this Agreement. Each party acknowledges that no representations of any kind have been made to him or her as an inducement to enter into this agreement, other than the representations set forth herein and each has been afforded the opportunity to be represented by counsel.

9. **MODIFICATION**: A modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed with the same formality as this agreement. Failure of either party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

10. **RESTRAINING PROVISIONS**: Both parties shall be permanently enjoined from harassing, interfering with, or imposing any restraint upon the other except as set out in this Agreement.

11. **ALIMONY WAIVED**: Wife and Husband claim no alimony either pendente lite

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or permanent and waive any claim they might have thereto in any divorce action between them.

12. **PERSONAL PROPERTY**:

(a) Husband and Wife shall be awarded and take full responsibility, financial, seek insurance, and otherwise, for the vehicle in his/her possession and shall hold the other party harmless for this debt.

(b) Specifically the Husband shall be awarded all right, title and interest in the 2000 Toyota Camry, titled in the name of the Husband individually. The Husband shall be responsible for the indebtedness associated with this vehicle and shall hold the Wife harmless for the same.

(c) The Wife shall be awarded all right, title and interest in the 2004 Jeep Cherokee, titled and financed in the name of the Wife individually. The Wife shall be responsible for the indebtedness associated with this vehicle and shall hold the Husband harmless for the same.

(d) Each party shall be awarded all right, title and interest his/her respective 401(k)/Retirement plan held in their respective individual name.

(e) The parties have divided up all personal property and each party shall retain the personal property in his or her possession as his or her separate property.

13. **REAL PROPERTY**: The parties own real property located at 1548 Emerald Bay Boulevard, Whites Creek, Davidson County, Tennessee 37189. Said real property is titled in the name of the parties jointly and financed in the name of the Wife individually. The Wife shall be awarded all right, title and interest in the said real property free and clear of any claim of the Husband. The Husband is hereby divested of any interest he may have in said property and the same is hereby reinvested in the Wife. Said real property is more particularity described as:

Land in Davidson County Tennessee:

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Being Lot No. 36 on the Final Plat of Prestwick Place, or record in instrument number 20040723-0088164, Register's Office for said county, to which reference is made for a more complete description.

Being the same property conveyed to Shanika C. Matthews and husband Corey Matthews by deed from Anna Marable, of record in Instrument Number 20080508-0047614, Register's Office for Davidson County, Tennessee.

14. **CREDIT**: Parties hereto agree that neither party shall charge or cause to be charged to the other party any purchases which either of them may make after this agreement is entered into and shall not create any engagements or obligations in the name of or against the other nor shall either party hereafter secure or attempt to secure any credit upon or in connection with the other. Each warrants that there are no charges on the other's credit that have not been fully revealed to the other. If there are any such unrevealed charges the party making those charges shall be responsible for the payment of those unrevealed charges.

15. **PRIOR TAX LIABILITIES**: If in any connection with any joint Federal Income Tax Returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be born by the parties equally and likewise, any refund shall be equally divided between the parties. Husband and Wife each represent and warrant to the other that all Federal Income Tax Returns during the marriage are, in all respects, true, correct and complete and fully and accurately reflect income and deduction for those years.

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16. **DEBTS:** The parties agree that they have no joint debt. Therefore, both parties agree to assume the debts held in their individual names and that the parties do not have any joint debts. Each party agrees to hold the other party harmless for any personal debts that he/she has incurred not specifically listed herein.

For any debt not specifically mentioned herein, each party responsible for the payment of accounts or charges which are presently listed in the name of the respective party of said unnamed debt. In the event that a debt not specifically listed herein is held in the name of both parties, each party shall be equally responsible for the payment of said debt. Each party agrees to indemnify and hold the other harmless for any liability resulting from their failure to pay such accounts when they are due.

The parties understand that the allocation of debt contained herein does not affect the ability of a creditor to proceed against either party or the party's property for any debt/account held in the name of either or both parties, even though one party is not responsible under the terms of this Marital Dissolution Agreement for said debt and/or any other debt or account associated with one or both of the parties. In light of the foregoing and in the best interest of the parties, either party may choose to cancel, close or freeze any jointly held debt/account.

17. **BANK ACCOUNTS:** The parties shall keep their respective individual checking and savings accounts.

18. **IRRECONCILABLE DIVORCE PROCEEDINGS:** As soon as possible after the execution of this Agreement, the Wife shall proceed to trial and obtain a divorce on the grounds of irreconcilable differences.

19. **ATTORNEY FEES:** The parties Husband shall be responsible for a portion of the Wife's attorney's fees in this cause in the amount of $375.00.

20. **COURT COSTS:** The parties shall be equally responsible for the court costs in this cause.

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21. **WIFE'S NAME:** Wife shall maintain her married name of Shanika Chanta Matthews.

WITNESS OUR HANDS ON THE DAY AND DATE WRITTEN BELOW.

Shanika C Matthews 5/2/12
SHANIKA CHANTA MATTHEWS DATE

Corey Matthews 5/2/12
COREY EUGENE MATTHEWS DATE

Copy

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, Notary Public, SHANIKA CHANTA MATTHEWS, with whom I am personally acquainted, and made oath that the statements contained in the foregoing document are true to the best of her knowledge, information and belief.

This 2nd day of ~~April~~ May, 2012.

Notary Public My Commission Expires: 7/6/13

STEPHANIE J. WILLIAMS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Comm Expires

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, Notary Public, COREY EUGENE MATTHEWS, with whom I am personally acquainted, and made oath that the statements contained in the foregoing document are true to the best of his knowledge, information and belief.

This 2nd day of ~~April~~ May 2012.

Notary Public My Commission Expires: 7/6/13

STEPHANIE J. WILLIAMS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Comm Expires

Prepared By:
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(615) 250-0572-fax
swilliams@sjwfamilylaw.com-email

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6. The parties have entered into a certain Parenting Plan for the care and custody of the minor child.

7. The Parenting Plan attached hereto and incorporated by reference herein was made freely and voluntarily by the parties for the purpose of the care and custody of the minor child, and is adopted by this Court for all purposes, including enforcement of the terms thereof. Said agreement is as follows:

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STATE OF TENNESSEE	FOURTH CIRCUIT COURT	DAVIDSON COUNTY

2012 MAY -3 PM 12:00

PERMANENT PARENTING PLAN ORDER

DOCKET NO. 12D-535

☐ PROPOSED ☒ AGREED ☐ ORDERED BY THE COURT

2012 MAY 30 AM 11:28

PLAINTIFF *(Name: First, Middle, Last)*	DEFENDANT *(Name: First, Middle, Last)*
SHANIKA CHANTA MATTHEWS	COREY EUGENE MATTHEWS
☒ Mother ☐ Father	☐ Mother ☒ Father

The mother and father will behave with each other and each child so as to provide a loving, stable, consistent and nurturing relationship with the child. 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
☐ modifies an existing Order dated

Child's Name	Date of Birth
Isaiah Corey Matthews	November 1, 2001

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent is Mother on the weeks the minor child resides with her and the Father on the weeks the minor child resides with him.

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

Mother 182.5 days Father 182.5 days

B. DAY-TO-DAY SCHEDULE

The ☒ mother ☐ father shall have responsibility for the care of the child or children except at the following times when the other parent shall have responsibility:

From Wednesday pick-up from school until the following Wednesday drop-off at school.

☐ every week ☒ every other week, beginning August 1, 2012 ☐ other:

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The other parent shall have the minor child at the additional parenting times specified below:

From _____ to _____.

☐ every week, beginning August 8, 2012 ☐ every other week ☐ other:

The Father shall have further parenting time at other reasonable and appropriate times as the parties may agree..

This parenting schedule begins ☒ August 1, 2012 for so long as the Father has obtained suitable housing of his own The Father shall immediately notify the Mother once he obtains suitable housing, providing her with the address of said housing. In the event the Father has failed to obtain suitable housing of his own by August 1, 2012, the Father's day-to-day parenting time shall be from Friday at 6:00pm to Sunday at 6:00pm every other weekend until and unless such time the Father obtains suitable housing of his own. **or** ☐ date of the Court's Order.

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	See Winter Vacation Below	See Winter Vacation Below
Martin Luther King Day	same as day-to-day	same as day-to-day
Presidents' Day	same as day-to-day	same as day-to-day
Easter Day (unless otherwise coinciding with Spring Vacation)	Even	Odd
Passover Day (unless otherwise coinciding with Spring Vacation)	same as day-to-day	same as day-to-day
Mother's Day	Every	None
Memorial Day (if no school)	Even	Odd
Father's Day	None	Every
July 4th	Odd	Even
Labor Day	Even	Odd
Halloween	Odd	Even
Thanksgiving Day	Even	Odd
Children's Birthdays	same as day-to-day	same as day-to-day
Other School-Free Days	same as day-to-day	same as day-to-day
Mother's Birthday	Every 7/30	None
Father's Birthday	None	Every 4/14
Other:	_____	_____

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

Thanksgiving is defined as the Wednesday prior to Thanksgiving at 6:00pm or when on the day school releases for the holiday, whichever comes first, until 6:00pm on the following Sunday

The Halloween holiday shall be defined as from 4:30pm-10:00pm on October 31st.

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The Fourth of July holiday shall begin at 12:00 noon on July 4th until and end at 6:00pm on July 5th.

D. **FALL VACATION** (*If applicable*)

The day to day schedule shall apply except as follows: same as day-to-day.

E. **WINTER (CHRISTMAS) VACATION**

The ☒ mother ☐ father shall have the child or children from 6:00pm on the day school is dismissed for Winter Vacation, until December 25th at 4:30 p.m. in even years and the Father shall then have the minor child from December 25th at 4:30pm until 6:00pm on the Sunday before school resumes. The parties shall alternate the first and second weeks every 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 Spring Vacation each year with the Mother having the minor child in even years and the Father having the minor child in odd years, beginning Spring Break 2013.

G. **SUMMER VACATION**

The day-to-day schedule shall apply except as follows: Beginning Summer 2012, the parties shall alternate two-week periods with the minor child. The weeks shall be defined from Friday at 6:00pm to Friday at 6:00pm, fourteen days later, with the first week commencing on the first Friday in June of each year. The Father shall have the minor child the first week each summer and the parties shall alternate from there on until each party has had a total of four (4) weeks. At the conclusion of the last week, the Father's weekend parenting time shall resume, on the following Thursday.
Is written notice required? ☐ Yes ☒ No. If so, 0 number of days.

H. **TRANSPORTATION ARRANGEMENTS**

The place of meeting for the exchange of the child or children shall be The Father shall be responsible for picking up the minor child from the child's school or the Mother's residence at the commencement of the Father's parenting time and the Mother shall be responsible for picking up the minor child at the minor child's school or from the Father's residence at the conclusion of the Father's parenting time. Further, the parties may exchange the minor child at any other mutually agreeable location.

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:

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☐ Place: _____.
☐ Person or organization supervising: _____.
☐ Responsibility for cost, if any: ☐ mother ☐ father ☐ both equally.

J. OTHER

The following special provisions apply:

1. Holiday and vacation parenting time supersedes day-to-day parenting time.
2. In the case of a snow day or in-service day from school, the parties shall follow their day-to-day schedule. .In-service days are days off from school not otherwise accounted for above.
3. Neither party shall make derogatory statements regarding the other parent or their respective families in the presence of the child.
4. The parties shall inform one another within 24 hours of any change in contact information, including, but not limited to: all phone numbers, physical address and mailing address.
5. The parties shall cooperate with one another regarding special occasions, such as but not limited to: funerals, weddings, family reunions, special parties and vacation to enable the child to attend these events regardless of who is exercising parenting time.
6. The parties shall notify one another immediately (within 24 hours) of all scheduled extra-curricular activities and, if a schedule exists, the party registering the child for said activity shall provide the alternate parent with a schedule for the events and the contact information for the facility, coach, teacher, etc.
7. The parties shall encourage a loving relationship between the child and the alternate parent.
8. The parties shall provide all daily food, clothing, hygiene items, etc. for the child when the child is present in each of their respective homes. In the case that the child brings an item from one home to the other, said item shall be returned when the child returns.
9. Either party may visit the child at school provided it does not disrupt his learning.
10. The Father shall be entitled to all records, calendars, etc. from all school, extra-curricular activities, etc.
11. The Father has the right to attend all school and extra curricular activities of the child.
12. The Mother shall do nothing to prohibit the Father from being allowed to visit with the minor child at school, in accordance with this Parenting Plan and Order.
13. The parties shall have joint decision-making authority as it relates to decisions concerning the extra-curricular activities of the minor child. For those extra-curricular activities in which the parties agree upon, the party exercising parenting time shall be responsible for assuring the child attends all practices and games in a timely and appropriate fashion. Further, for those extra-curricular activities in which the parties agree upon, the parties shall equally divide the cost of all extra-curricular activities. In the event that the parties are unable to agree on an extra-curricular activity, either party may motion the Court for a determination of the child's participation in said activity, the responsibility of the parents in transporting the child to and from the events

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associated with said activity and the payment of costs associated with said activity.

14. In the case that either party travels more than 50 miles outside of the State of Tennessee he/she shall notify the other parent of the location and itinerary.
15. The parties shall equally divide the cost of child care and/or camp with the minor child.
16. The parties shall equally divide the cost of the cell phone provided to the minor child by the parties.

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. Each parent shall notify the alternate parent immediately (within one hour) in the case of an emergency regarding the child.

B. MAJOR DECISIONS

Major decisions regarding each child shall be made as follows:

Educational decisions	☐ mother ☐ father ☒ joint
Non-Routine and/or Non-emergency health care	☐ mother ☐ father ☒ joint
Religious upbringing	both parties shall be allowed to take the child to their respective place of worship during their respective parenting time with the minor child.
Extracurricular activities	See Paragraph J (13) above

In the event the parties are unable to agree on a matter regarding an educational decision, the parties will defer to the reasonable request of the minor child.

III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Father's gross monthly income is $1,900.00
Mother's gross monthly income is $2,405.87

1. The final child support order is as follows:
   The ☒ mother ☐ father shall pay to the other parent as regular child support the sum of $ $0.00 ☐ weekly ☒ monthly ☐ twice per month on the ☐ 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: The parties agree that they equally provide for and contribute to the child's needs and that the amount of support shown on the child support worksheet above is nominal and does not present a threat to the needs and care of the child being met; therefore, the parties to agree to a downward deviation from the

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amount of support shown on the Child Support Worksheet in the amount of $10.00

2. **Retroactive Support: A judgment is hereby awarded in the amount of $ None 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 N/A which shall be paid (including pre/post judgment interest) at the rate of $ N/A 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 June, 2012.

This support shall be paid:

☒ directly to the other parent.
☐ to the Central Child Support Receipting Unit, P.O. Box 305200, Nashville, Tennessee, 37229, and sent from there to the other parent at: _____
A Wage Assignment Order is attached to this Parenting Plan. Until such time a Wage Assignment Order takes effect, the Father shall make payments directly to the Mother at the address listed above.
☐ by direct deposit to the other parent at _____ Bank for deposit in account no. _____.
☐ other: _____.

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

B. FEDERAL INCOME TAX EXEMPTION

The ☒ mother ☐ father is the parent receiving child support.
The Mother shall claim the following children: Isaiah Corey Matthews

The Father shall claim the following children: _____

The ☐ mother ☐ father may claim the exemptions for the child or children so long as child support payments are current by the claiming parent on January 15 of the year when the return is due. The exemptions may be claimed in: ☐ alternate years starting _____ ☐ each year ☐ other: _____.

The ☐ mother ☒ father will furnish IRS Form 8332 to the parent entitled to the exemption by February 15th of the year the tax return is due.

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.

C. HEALTH AND DENTAL INSURANCE

Reasonable health insurance on the child or children will be:

_____

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☒ maintained by the mother, for so long as it is available to her at a reasonable cost through her employer.
☐ 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 ☒ equally. 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 at a reasonable cost, the ☒ mother ☐father shall maintain dental, orthodontic, and optical insurance on the minor child or children.

D. LIFE INSURANCE

If agreed upon by the parties, the ☐ mother ☐ father ☐ both shall insure his/her own life in the minimum amount of $_____ 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 ☒ other parent, ☐ other _____, 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 child or children are scheduled to reside the majority of the time with the ☒ mother ☐ father. This parent is designated as the primary residential parent also known as the custodian, **SOLELY** for purposes of any other applicable state and federal laws. If the parents are listed in Section II as joint decision-makers, then, for purposes of obtaining health or other insurance, they shall be considered to be joint custodians. THIS DESIGNATION DOES NOT AFFECT EITHER PARENT'S RIGHTS OR RESPONSIBILITIES UNDER THIS PARENTING PLAN.

V. DISAGREEMENTS OR MODIFICATION OF PLAN

Should the parents disagree about this Parenting Plan or wish to modify it, they must make a good faith effort to resolve the issue by the process selected below before returning to Court. *Except for financial support issues including child support, health and dental insurance, uncovered medical and dental expenses, and life insurance*, disputes must be submitted to:

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

The costs of this process may be determined by the alternative dispute process or may be assessed by the Court based upon the incomes of the parents. It must be commenced

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by notifying the other parent and the Court by ☐ written request ☒ certified mail ☐ other: _____

In the dispute resolution process:

A. Preference shall be given to carrying out this Parenting Plan.
B. The parents shall use the process to resolve disputes relating to implementation of the Plan.
C. A written record shall be prepared of any agreement reached, and it shall be provided to each parent.
D. If the Court finds that a parent willfully failed to appear without good reason, the Court, upon motion, may award attorney fees and financial sanctions to the prevailing parent.

VI. RIGHTS OF PARENTS

Under T.C.A. § 36-6-101 of Tennessee law, *both parents are entitled* to the following rights:

(1) The right to unimpeded telephone conversations with the child at least twice a week at reasonable times and for reasonable durations;
(2) The right to send mail to the child which the other parent shall not open or censor;
(3) The right to receive notice and relevant information as soon as practicable but within twenty-four (24) hours of any event of hospitalization, major illness or death of the child;
(4) The right to receive directly from the child's school any school records customarily made available to parents. (The school may require a written request which includes a current mailing address and upon payment of reasonable costs of duplicating.) These include copies of the child's report cards, attendance records, names of teachers, class schedules, and standardized test scores;
(5) Unless otherwise provided by law, the right to receive copies of the child's medical health or other treatment records directly from the physician or health care provider who provided treatment or health care. (The keeper of the records may require a written request which contains a current mailing address and the payment of reasonable costs of duplication.) No person who receives the mailing address of a parent as a result of this requirement shall provide such address to the other parent or a third person;
(6) The right to be free of unwarranted derogatory remarks made about the parent or his or her family by the other parent to the child or in the presence of the child;
(7) The right to be given at least forty-eight (48) hours notice, whenever possible, of all extra-curricular activities, and the opportunity to participate or observe them. These include the following: school activities, athletic activities, church activities and other activities where parental participation or observation would be appropriate;
(8) The right to receive from the other parent, in the event the other parent leaves the state with the minor child or children for more than two (2) days, an itinerary including telephone numbers for use in the event of an emergency;
(9) The right to access and participation in education on the same basis that is provided to all parents. This includes the right of access to the child for lunch and other activities. However, participation or access must be reasonable and

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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.

Shanta C Matthews
Mother

5/2/12
Date and Place Signed

Sworn to and subscribed before me this 2nd day of May 2012.

My commission expires: 7/6/13

Notary Public

STEPHANIE J. WILLIAMS NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY My Comm. Expires

Corey Matthews
Father

5/2/12
Date and Place Signed

Sworn to and subscribed before me this 2nd day of May 2012.

My commission expires: 7/6/13

Notary Public

STEPHANIE J. WILLIAMS NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY

Copy

SUBMITTED AND APPROVED FOR ENTRY:

Stephanie J. Williams
Attorney for Mother
700 12th Avenue South, Ste. 306
Address
Nashville, Tennessee 37203
Address
615-270-4600, BPR#023380
Phone and BPR Number

Corey Eugene Matthews
Attorney for Father
1548 Emerald Bay Boulevard
Address
Whites Creek, Tennessee 37189
Address
615-977-5609
Phone and BPR Number

COURT COSTS (If Applicable)

Court costs, if any, are taxed as follows: to the parties equally

It is so ORDERED this the 30th day of May, 2012.

The Honorable Philip E. Smith, Judge

Copy

Effective as of 7/22/2008 — State of Tennessee - Department of Human Services — 5/2/2012 - 8:59 AM

Child Support Worksheet

FILED

2012 MAY -3 PM 12:00

CIRCUIT COURT 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:	Shanika Crania Mathews	X		
Name of Father:	Corey Eugene Mathews		X	
Name of non-parent Caretaker:				

TCSES case #:

Docket #: 12D-535

Court name: Fourth Circuit Court, Davidson County, Tennessee

Name(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
Isaiah Corey Mathews	1/1/2001	182.5	182.5	

2012 MAY 30 AM 11:29

Part II. Adjusted Gross Income

Use Credit Worksheet to calculate line items 1d - 1e

			Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
1	Monthly Gross Income		$ 2,405.87	$ 1,900.00	
1a	Federal benefit for child		+	+	
1b	Self-employment tax paid		+	+	
1c	Subtotal		2,405.87	1,900.00	
1d	Credit for in-home children		- 0.00	- 0.00	
1e	Credit for not-in-home children		- 0.00	- 0.00	
2	Adjusted Gross Income (AGI)		$ 2,405.87	$ 1,900.00	
2a	Combined Adjusted Gross Income	$4,305.87			
3	Percentage Share of Income (PI)		56%	44%	

Part III. Parents' Share of BCSO

		Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
4	BCSO allotted to primary parent's household	$ 782.00	$ 0.00	$ 0.00
4a	Share of BCSO owed to primary parent	$ 0.00	$ 344.08	
5	Each parent's average parenting time	N/A	182.5	
6	Parenting time adjustment	$ N/A	$ -437.92	
7	Adjusted BCSO	$ 93.84	$ 0.00	

Copy

Part IV. Additional Expenses

		Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
8a	Children's portion of health insurance premium	$ 189.58	$	$
8b	Recurring uninsured medical expenses	$	$	$
8c	Work-related childcare	$	$	$
9	Total additional expenses	$ 189.58	$ 0.00	$ 0.00
10	Share of additional expenses owed	$ 0.00	$ 83.42	
11	Adjusted Support Obligation (ASO)	$ 93.84	$ 83.42	

Part V. Presumptive Child Support Order

		OBLIGATION		
12	Presumptive Child Support Order (PCSO)	$ 10.00	$ 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

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

14	Deviations (Specify):	$ -10.00	$	
	The parties agree that they equally provide for and contribute to the child's needs and that the amount of support shown on the child support worksheet above is both nominal and does not present a threat to the needs and care of the child being met; therefore the parties agree to a downward deviation in the amount of $10.00 in this case.			
15	Final Child Support Order (FCSO)	$ 0.00	$ 0.00	
16	FCSO adjusted for Federal benefit, Line 1a, Obligor's column.	$ 0.00	$ 0.00	

Comments, Calculations, or Rebuttals to Schedule

Preparer's Use Only

Name: Stephanie J. Williams Date: 5/2/2012
Title: Attorney for the Wife

Copy

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the Wife, Shanika Chanta Matthews, is hereby awarded an absolute divorce from the Husband, Corey Eugene Matthews, on the ground of irreconcilable differences and that the parties shall be restored to all of the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that all provisions of the Marital Dissolution Agreement herein are adopted by this Court and incorporated by reference in this Final Decree.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that all provisions of the Parenting Plan are herein are adopted by this Court and incorporated by reference in this Final Decree.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Wife shall maintain her married name of Shanika Chanta Matthews.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the parties shall be equally responsible for the Court Costs in this cause, for which execution may issue, if necessary.

ENTERED THIS THE 30th DAY OF MAY, 2012.

HONORABLE PHILIP E. SMITH, JUDGE

SUBMITTED AND APPROVED FOR ENTRY:

Stephanie J. Williams, BPR#023380
700 12th Avenue South, Ste. 306
Nashville, Tennessee 37203
(615) 270-4600-phone
(615) 250-0572-fax
swilliams@sjwfamilylaw.com-email

Copy

CERTIFICATE OF SERVICE

I hereby certify that an exact copy of the following Final Decree has been mailed by U. S. mail, postage pre-paid to prepaid to the Husband, Corey Eugene Matthews at 1548 Emerald Bay Boulevard, Whites Creek, Tennessee 37189, on this 10th day of May, 2012.

Stephanie J. Williams

Copy

CERTIFICATE OF SERVICE

DOCKET NO. 12D535

I hereby certify I have mailed a copy of the foregoing to the parties/counsel listed below, on this 1ST day of JUNE, 2012.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____
Deputy Clerk

STEPHANIE J. WILLIAMS, ATTORNEY
700 12TH AVE.SOUTH, SUITE 306
NASHVILLE, TN 37203

COREY EUGENE MATTHEWS
1548 EMERALD BAY BLVD.
WHITES CREEK, TN 37189

STATE OF TENNESSEE

I, RICHARD R. ROOKER, Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the FOURTH Circuit Court for Davidson County, Tennessee, on the 30 day of MAY, 2012, in Docket Number 12D535 between MATTHEWS, SHANIKA CHANTA HARBISON, Plaintiff, and MATTHEWS, COREY EUGENE, 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 09 day of APRIL in the year two thousand fifteen and in the 238th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____
Deputy Clerk

[SEAL]
RICHARD R. ROOKER
CIRCUIT COURT CLERK