Copy

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

CURTIS RAY COTHRON,	]	
	]	
Plaintiff/Husband,	]	
	]	
VS.	]	NO: 11D-800
	]	
VIRGINIA MARIE COTHRON,	]	
	]	
Defendant/Wife.	]	

FILED
2012 JUL 17 PM 4:37
RICHARD R. ROOKER, CLERK

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 17th day of July, 2012, before the Honorable Philip E. Smith, Judge, upon the original Complaint for Absolute Divorce filed by the Husband; the presentation to the Court of a signed Marital Dissolution Agreement and Parenting Plan entered into between the parties in which the Court affirmatively finds that the parties hereto have made adequate and sufficient provision by written agreement for the custody and maintenance of any minor children of this marriage and for the equitable settlement of any property owned by the parties; and the entire record in this cause, from all of which appears to the Court that the Husband should be awarded an absolute divorce from the Wife upon the grounds of irreconcilable differences. It further appears to the Court that the Marital Dissolution Agreement entered into between the parties should be approved and incorporated into this Final Decree of Divorce. It further appears that the Parenting Plan entered into between the parties should also be approved by the Court. It further appears that the current address of the Husband is 600 Ashlawn Court, Nashville, TN 37211-6191, and the current address of the Wife is 137 Harris Street, Madison, TN 37115.

IT IS, THEREFORE, ORDERED, ADJUDGED, and DECREED that the Husband be, and hereby is, awarded an absolute divorce from the Wife upon the grounds of irreconcilable differences and is restored to all the rights and privileges of an unmarried person and that the bonds of matrimony heretofore existing between the parties shall be perpetually dissolved.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that the Parenting Plan entered into between the parties be, and the same hereby is, approved for entry and made the Order of the Court.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that the Marital Dissolution Agreement entered into between the parties be, and the same hereby is, approved and incorporated into this Final Decree of Divorce by copying verbatim as follows:

BILL GARRETT, Davidson County
Trans:T20150044111 DEEDDIV
Recvd: 06/04/15 15:45 24 pgs
Fees:122.00 Taxes:0.00
20150604-0052548

Copy

FILED

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

2012 JUN -1 AM 9:45

RICHARD R. ROOKER, CLERK

D.C.

CURTIS RAY COTHRON,)
)
Plaintiff,)
)
v.) No. 11D-800
)
VIRGINIA MARIE COTHRON,)
)
Defendant.)

MARITAL DISSOLUTION AGREEMENT

WHEREAS, VIRGINIA MARIE COTHRON, (hereinafter referred to as the "Wife") and CURTIS RAY COTHRON, (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 Husband has filed suit for absolute divorce upon the grounds of irreconcilable differences in the Circuit Court for Davidson County, Tennessee, pursuant to Tennessee Code Annotated 36-4-103, and that this Agreement shall be attached to the Complaint for Divorce as an exhibit, to which reference is specifically made.

Copy

WHEREAS, there is one (1) minor child born of this marriage, namely, to wit, Shelbie Cothron, d.o.b. 12/14/1998;

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 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 Chevrolet Trailblazer 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 1993 Ford Van, which he drives as his vehicle, titled in the Husband's name. Any interest

Copy

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 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.

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.

IV. REAL PROPERTY.

It is agreed by and between the parties that the Wife shall relinquish any interest that she might have in the real property owned by the Husband located at 600 Ashlawn Court, Nashville,

Copy

Davidson County, Tennessee, 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.

V. RETIREMENT PLANS.

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

The parties acknowledge that the Husband has acquired an interest in a retirement/pension/profit sharing plan as a result of his employment. 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

VI. MARITAL DEBTS.

It is agreed by and between the parties that they have incurred no joint debts during the marriage. 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.

Copy

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.

VII. ALIMONY.

It is agreed by and between the parties that the Husband shall pay the Wife non-modificable, non-dischargeable in bankruptcy, alimony in solido in the amount of $8,000.00 and at a rate of $200.00 per month until said $8,000.00 is paid in full, and the first payment is due on December 1, 2011.

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, 2010. 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 2011 tax year, and each shall be solely responsible for the payment of any federal income tax owed on their separate returns for the 2011 tax year.

Copy

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 taxed to the Husband.

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

Copy

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 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

Copy

party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

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.

Copy

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.

XXIV. MAIDEN NAME RESTORED.

It is hereby agreed by and between the parties that the Wife's maiden name of KENNEDY be restored to her so that her name will be VIRGINIA MARIE KENNEDY.

Copy

WITNESS OUR HANDS, this 2nd day of May, 2012 as to the Wife, and this 31 day of May, 2012 as to the Husband.

Virginia M. Cothron
VIRGINIA MARIE COTHRON

CURTIS RAY COTHRON

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, VIRGINIA MARIE COTHRON, 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 2nd day of May, 2012.

TREVOR CLARK STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

NOTARY PUBLIC

My Commission expires: 5/6/13 My Commission Expires May 6, 2013

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, CURTIS RAY COTHRON, 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 31 day of May, 2012.

LAURA TEK STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY COMM. EXP. 11-4-13

NOTARY PUBLIC

My Commission expires: _____

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FILED
2012 JUN 15 AM 9:56
RICHARD R. ROOKER, CLERK

STATE OF TENNESSEE	FOURTH CIRCUIT COURT	DAVIDSON COUNTY
PERMANENT PARENTING PLAN ORDER ☐ PROPOSED XX AGREED ☐ ORDERED BY THE COURT		DOCKET NO. 11D800
PLAINTIFF *(Name: First, Middle, Last)* **CURTIS COTHRON** ☑ Father		**DEFENDANT** *(Name: First, Middle, Last)* **VIRGINIA COTHRON** ☑ Mother

FILED
2012 JUL 17 PM 4:37
RICHARD R. ROOKER, CLERK

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
Shelbie Cothron	12/14/1998

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent is Father.

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 **XX** 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: The parties shall alternate weeks and exchange the minor child at 6pm each Friday.

Copy

The other parent shall also have responsibility for the care of the child or children at the additional parenting times specified below:

From Enter Additional Start Day and Time (*Day and Time*) to Additional Other End Day and Time (*Day and Time*)

☐ every week ☐ every other week ☐ other: Enter Additional Information

This parenting schedule begins ☐ Please Enter Start Date (*Day and Time*) ***or XX*** date of the Court 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	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	Day to day	Day to Day
Other School-Free Days	Day to Day	Day to Day
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: Day to Day shall apply

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 25th at 1:00 p.m. ☐ in odd-numbered years XX 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.

Copy

F. SPRING VACATION (*if applicable*)

The day-to-day schedule shall apply except as follows: Day to Day shall apply

G. SUMMER VACATION

The day-to-day schedule shall apply except as follows: Day to Day shall apply

H. TRANSPORTATION ARRANGEMENTS

The place of meeting for the exchange of the child or children shall be: Each parent shall be responsible for transporting the child at the beginning of their parenting time.
Payment of long distance transportation costs (if applicable): Not applicable

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: Not applicable

Place:_____
Person or organization supervising:_____
Responsibility for costs, if any:___

J. OTHER

The following special provisions apply: None

II. DECISION-MAKING

A. DAY-TO-DAY DECISIONS

Each parent shall make decision regarding the day-to-day care and control of each child while that child is residing with that parent. Regardless of the allocation of decision-making in this Parenting Plan, either parent may make emergency decision affecting the health or safety of the child.

Copy

B. MAJOR DECISIONS

Major decisions regarding the parties' children shall be made as follows:

Educational	[X] Joint
Non-emergency health care	[X] Joint
Religious upbringing	[X] Joint
Extracurricular activities	[X] Joint
All Other Issues	[X] Joint

III. FINANCIAL SUPPORT

CHILD SUPPORT

Father's gross monthly income is: $2,600.00
Mother's gross monthly income is: $1583.33

1. The final child support order is as follows:

The [ ] Mother [X] Father shall pay to other parent as regular child support the sum of $185.00 per MONTH. This obligation shall continue each and every month thereafter until further Order of the Court. The Child Support Worksheet is attached to this Order as an Exhibit.

If this is a deviation from the Child Support Guidelines, explain why: Not applicable.

2. Retroactive Support is ordered as follows: None

3. Payments shall begin on June 1, 2012

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 only parent at: _____.

[ ] by direct deposit to the other parent at _____ for deposit in account no. _____

[ ] other: _____

Copy

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

FEDERAL INCOME TAX EXEMPTION

The Mother shall claim the following children: Shelbie Cothron – Odd years

The Father shall claim the following children: Shelbie Cothron – Even years

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 _____Date [ ] each year [ ] other: None

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.

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.

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.

Copy

HEALTH AND DENTAL INSURANCE

Reasonable health insurance on the child or children will be:

[X] maintained by the Mother
[ ] maintained by the Father
[ ] maintained by both

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

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 both parties 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.

LIFE INSURANCE

[X] None

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

The parties' minor children are scheduled to reside the majority of the time with the Father. This parent is designated as the primary residential parent also known as the custodian, **SOLELY** for purposes of any other applicable state and federal laws. If the parents are listed in Section II as joint decision-makers, then, for purposes of obtaining health or other insurance, they shall be considered to be joint custodians. THIS DESIGNATION DOES NOT AFFECT EITHER PARENT'S RIGHTS OR RESPONSIBILITIES UNDER THIS PARENTING PLAN.

V. DISAGREEMENTS OR MODIFICATION OF PLAN

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

XX Mediation by a neutral party chosen by the parents or the Court.

Copy

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 [X] 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) 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;

Copy

(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 <u>both parents</u>. Failure to attend the parent education class within 60 days of this order is punishable by contempt.

Under penalty of perjury, I declare that this plan has been proposed in good faith and is in the best interest of our minor children 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

Virginia M. Cottle 6/12/12 - Law Office
Mother Date and Place Signed

Sworn to and subscribed before me this ___ day of ___, 2012.

My commission expires: 5/6/13

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

Notary Public

Father 6-6-2012
Date and Place Signed

LAURA TEK NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY COMM EXP. 11-4-13

Sworn to and subscribed before me this 6 day of JUNE, 2012.

My commission expires: ___

Notary Public

APPROVED FOR ENTRY:

Robert J. Turner per mission
Attorney for Mother
208 Third Ave., N., Ste. 100
Address
Nashville, TN 37201
Address
615-259-2660/#15107
Phone and BPR Number

Laura Tek
Attorney for Father
1994 N Gallatin Rd., Suite 309
Address
Madison, TN 37155
Address
615-851-2100
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.~~ TO THE HUSBAND

It is so ORDERED this the 17th day of July, 2012.

Judge

07-15-05

Copy

Effective as of 7/22/2008 | State of Tennessee - Department of Human Services | 5/28/2012 - 12:13 AM

Child Support Worksheet

FILED
2012 JUN 15 AM 9:56
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:	VIRGINIA COTHRON	X		
Name of Father:	CURTIS COTHRON		X	
Name of non-parent Caretaker:				

TCSES case #:
Docket #: 119800
Court name: DAVIDSON COUNTY FOURTH CIRCUIT

Name(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
SHELBIE COTHRON	12/14/1998	182.5	182.5	

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2012 JUL 17 PM 4:37
RICHARD 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		$ 1,583.33	$ 2,600.00	
1a	Federal benefit for child				
1b	Self-employment tax paid				
1c	Subtotal		1,583.33	2,600.00	
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)		$ 1,583.33	$ 2,600.00	
2a	Combined Adjusted Gross Income	$4,183.33			
3	Percentage Share of Income (PI)		38%	62%	

Part III. Parents' Share of BCSO

4	BCSO allotted to primary parent's household	$ 769.00	$ 0.00	$ 0.00
4a	Share of BCSO owed to primary parent	$ 0.00	$ 476.78	
5	Each parent's average parenting time	N/A	182.5	
6	Parenting time adjustment	$ N/A	$ -292.22	
7	Adjusted BCSO	$ 0.00	$ 184.56	

Copy

Part IV. Additional Expenses

		Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
8a	Children's portion of health insurance premium	$	$	$
8b	Recurring uninsured medical expenses	$	$	$
8c	Work-related childcare	$	$	$
9	Total additional expenses	$ 0.00	$ 0.00	$ 0.00
10	Share of additional expenses owed	$ 0.00	$ 0.00	
11	Adjusted Support Obligation (ASO)	$ 0.00	$ 184.56	

Part V. Presumptive Child Support Order

		OBLIGATION	
12	Presumptive Child Support Order (PCSO)	$ 0.00	$ 185.00

* 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	$ 185.00
16	FCSO adjusted for Federal benefit, Line 1a, Obligor's column.	$ 0.00	$ 185.00

Comments, Calculations, or Rebuttals to Schedule

Preparer's Use Only

Name: LAURA TEK Date: 5/28/2012
Title: ATTORNEY FOR FATHER

Copy

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that the Defendant/Wife shall be restored to her maiden name, "**VIRGINIA MARIE KENNEDY**".

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that the costs of this cause shall be taxed to the Plaintiff/Husband for which execution may issue, if necessary.

ENTERED this 17th day of July 2012.

HON. PHILIP E. SMITH, JUDGE

APPROVED FOR ENTRY:

LAURA TEK, #16523
Rivergate Park Office Building
1994 Gallatin Pike North, Suite 309
Madison, Tennessee 37115
615/851-2100
Counsel for Plaintiff/Husband

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was sent by U.S. Mail, postage prepaid, to Robert J. Turner, Esq., 208 Third Avenue North, Suite 100, Nashville, TN 37201, on this the 17th day of July 2012.

LAURA TEK

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 17 day of JULY, 2012, in Docket Number 11D800 between COTHRON, CURTIS RAY, Plaintiff, and COTHRON, VIRGINIA MARIE, 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 JUNE in the year two thousand fifteen and in the 238th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____

Deputy Clerk

[SEAL]