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

2014 DEC 16 PM 1:53

RICHARD R. ROOKER, CLERK

D.C.

SOUKSAIFONE CHANNAKHONE, Plaintiff/Counter-Defendant,	)	
vs.	)	DOCKET NO.: 13D-1401
EAH CHANNAKHONE, Defendant/Counter-Plaintiff.	)	

FINAL DECREE

This cause came to be heard on the 16th day of December, 2014, before the Honorable Philip E. Smith, Judge, upon the pleadings, the notarized Marital Dissolution Agreement, the executed Permanent Parenting Plan, the testimony and the record as a whole, from all of which the Court affirmatively finds that the parties have made adequate and sufficient provisions by written agreement for the custody and maintenance of the parties' minor child and that the parties have made adequate and sufficient provisions by written agreement for the equitable settlement of all property rights between the parties and are entitled to an absolute divorce on the grounds of irreconcilable differences and that the Marital Dissolution Agreement and Permanent Parenting Plan is affirmatively approved as submitted.

It is therefore **ORDERED, ADJUDGED, and DECREED** that the Plaintiff be and hereby is awarded an absolute divorce from the Defendant and the parties are restored to all the rights and privileges of unmarried persons.

It is further **ORDERED, ADJUDGED, and DECREED** that the Marital Dissolution Agreement and the Permanent Parenting Plan of the parties is hereby approved and ratified by the Court and is incorporated as an Order of this Court and set out as follows:

BILL GARRETT, Davidson County
Trans:T20160012447 DEEDDIV
Recvd: 02/16/16 11:07 32 pgs
Fees:162.00 Taxes:0.00
20160216-0014257

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

2014 OCT 10 AM 9:28

SOUKSAIFONE CHANNAKHONE,)
Plaintiff/Counter-Defendant,)

Vs.) DOCKET NO.: 13D-1401

EAH CHANNAKHONE,)
Defendant/Counter-Plaintiff.)

MARITAL DISSOLUTION AGREEMENT

THIS MARITAL DISSOLUTION AGREEMENT (hereinafter referred to as "Agreement") is made and entered into by and between Souksaifone Channakhone, hereinafter referred to as "Wife" and Eah Channakhone, hereinafter to as "Husband". The Husband and Wife are hereby jointly referred to as the "Parties."

WITNESSETH:

WHEREAS, the Parties are Husband and Wife and serious marital difficulties have arisen between them; and

WHEREAS, the Parties agree that they have experienced irreconcilable differences in their marriage; and

WHEREAS, the Plaintiff wishes to proceed to obtain a divorce upon Irreconcilable Differences pursuant to Tennessee Code Annotated *36-1-102(14)*, the Husband and Wife being residents of Tennessee for a period of six (6) months preceding the initial filing of this divorce action and the Husband is a resident of Davidson County, Tennessee, upon the parties making this Marital Dissolution Agreement; and

WHEREAS, the Plaintiff desires to resolve and to settle their rights and interests regarding division of their separate property and debts of the parties; and

WHEREAS, the Parties further desire that this Marital Dissolution Agreement be approved and be incorporated verbatim into any Final Decree of Absolute Divorce that may be entered dissolving their marriage;

NOW THEREFORE, for and in consideration of the mutual promises, and mutual benefits and covenants herein set forth, the receipt and sufficiency of said

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consideration being hereby acknowledged by each of the Parties to this Agreement the Parties agree as follows:

1. Each party is fully and completely informed as to the financial and personal status of the other; each party has given full and mature thought to the making of this agreement and all of the obligations contained therein; each party understands that the agreements and obligations assumed by the other are assumed with the express understanding and in agreement that they are in fully satisfaction of all obligations which each party has or might hereafter have toward the other and each party hereto has had the benefit of independent counsel.

2. The parties are parents of one minor child Nagon Channakhone, born March 16, 1997. All issues regarding the parenting and support of the minor child are set forth in the permanent parenting plan which has been filed with the Court.

3. The parties own nine (9) parcels of real property.

3A. Husband shall awarded sole title to, interest in, and possession of the real property located at 4500 Packard Drive, Nashville, Tennessee. Wife shall be divested of all of her right, title, and interest in said property and all of Wife's right, title, and interest shall be re-invested in the Husband. The property is described as follows:

> BEING Lot No. 8, on the plan of Apache Hills, Section 5, Part 1, of record in Plat Book 4866, Page 113, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.
>
> BEING the same property conveyed to Eah Channakhone and wife, Souksaifone Channakhone aka Souksaifon Channakhone by deed from Cathy L. Connor, unmarried, of record in Book 9713, Page 484, Register's Office for said County.
>
> Map 148-15, Parcel 22, 5DU-46136

Husband shall assume, be solely responsible for, hold Wife harmless upon, and indemnify Wife for the outstanding indebtedness on this property.

3B. Wife shall be awarded sole title to, interest in, and possession of the real property located at 317 South 17th Street, Nashville, Tennessee. All of Husband's right, title, and interest in said property shall be divested from the Husband and shall be re-

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invested in the Wife. There is no debt on this property. The property is described as follows:

> Being Lot No. 69 on the Plan of Edgefield Land Company's First Subdivision of record in Book 56 at page 130, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.
>
> Being the same property conveyed to Eah Channakhone and wife Souksaifone Channakhone by deed from Champy Saychantha and wife Bouachanh Saychantha, of record in Instrument Number 20041116-013748, Register's Office for Davidson County, Tennessee.
>
> Map & Parcel Nos. 83-14-256.00

3C. Wife shall be awarded sole title to, interest in, and possession of real property located at 206 Raymond Street, Nashville, Tennessee. All of Husband's right, title, and interest in said property shall be divested from the Husband and all of Husband's right, title, and interest shall be re-invested in the Wife. The property is described as follows:

> BEING Lot No. 206, on the Plan of Sunrise Heights Addition, of record in Plat Book 421, Page 2, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete legal description.
>
> Being the same property conveyed to Eah Channakhone and wife, Souksaifone Channakhone by deed from Kurt J. Steckel and wife, Betty J. Steckel of record in Instrument Number 20060124-0009137, said Register's Office.
>
> Map 133, Group 6, Parcel 2.

Wife shall assume, be solely responsible for, hold Husband harmless upon, and indemnify Husband for the outstanding indebtedness on the property.

3D. Wife shall be awarded sole title to, interest in, and possession of the real property located at 221 Cedarmont Circle, Nashville, Tennessee. Husband shall be divested of all of his right, title, and interest in said property shall be divested from the Husband and all of Husband's right, title, and interest in said property shall be re-invested in the Wife. The property is described as follows:

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Being Lot No. 27 on the Plant of Monte Carlo Section 2-C, of record in Book 5200, Page 66, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description of said lot.

Being the same property conveyed to Eah Channakhone and spouse, Souksaifone Channakhone, by deed from Teddy P. Cox and wife, Ann L. Cox, of record in Instrument Number 10051017-0125098.

Map 162-13 Par 211

Wife shall assume, be solely responsible for, hold Husband harmless upon, and indemnify Husband for the outstanding indebtedness on said property.

3E. Husband shall awarded sole title to, interest in, and possession of the real property located at 5509 Eulala Drive, Nashville, Tennessee. Wife shall be divested of all of her right, title, and interest in said property. All of Wife's right, title, and interest shall be re-invested solely in the Husband. The property is described as follows:

Land in Davidson County, Tennessee being Lot No. 13B on Zone Lot Division of Lot 13 Hickory View, Section Two, as of record in Book 5800, Page 294, Register's Office for said County, to which reference is made for a more complete description.

Being the same property conveyed to Eah Channakhone and Souksaifone Channakhone, husband and wife by deed from Randall J. Walker, unmarried, of record in Instrument Number 20060306-0025805, Register's Office for Davidson County, Tennessee.

Map-Parcel Numbers: 162-09-0 110.00

Husband shall assume, be solely responsible for, hold Wife harmless upon, and indemnify Wife for the outstanding indebtedness on said property.

3F. Husband shall awarded sole title to, interest in, and possession of the real property located at 5511 Eulala Drive, Nashville, Tennessee. Wife shall be divested of all of her right, title, and interest in said property. All of Wife's right, title, and interest shall be re-invested solely in the Husband. The property is described as follows:

Land in Davidson County, Tennessee being Lot No. 13-A on Zone Lots 10-14, Hickory View, Section Two, of record in Plat Book 5200, Page 510 as amended in Book 5800, Page 294, Register's Office for said County, to which reference is made for a more complete description.

Being the same property conveyed to Eah Channakhone and wife, Souksaifone Channakhone, by deed from Randall J. Walker, unmarried, of

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record in Instrument Number 20060301-00223760, Register's Office for Davidson County, Tennessee.

Map-Parcel Numbers: 162-09-0 092.00

Husband shall assume, be solely responsible for, hold Wife harmless upon, and indemnify Wife for the outstanding indebtedness on said property.

3G. Husband shall be awarded sole title to, interest in, and possession of the real property located 208 Raymond Street, Nashville, Tennessee. All of Wife's right, title, and interest in said property shall be divested from the Wife and shall be re-invested in the Husband. The property is described as follows:

BEING Lot No. 208, on the Plan of Sunrise Heights Addition, of record in Book 421, Page 2, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete legal description.

Being the same property conveyed to Eah Channakhone and wife, Souksaifone Channakhone aka Fon Channakhone, by deed from Kurt J. Steckel and wife, Betty J. Steckel of record in Instrument Number 10051213-0149459, Register's Office for said County.

Map 133 Group 6 Parcel 1

Husband shall assume, be solely responsible for, hold Wife harmless upon, and indemnify Wife for the outstanding indebtedness on said property.

3H. Husband shall be awarded sole title to, interest in, and possession of the real property located 301 Hooper Court, Nashville, Tennessee. All of Wife's right, title, and interest in said property shall be divested from the Wife and shall be re-invested in the Husband. The property is described as follows:

LAND in Davidson County, Tennessee, being Lot No. 64 on the pan of Section 6 Apache Hills, of record in Book 5200, Page 173, Register's Office for said County.

Said Lot No. 64, which is a corner lot, fronts 56.15 feet on the southwesterly margin of Hooper Court and fronts 65.63 feet on the southeasterly margin of Packard Drive, said frontages being joined by a curve having a length of 37.61 feet, and extends back 103.48 feet on the southeasterly line and 90.0 feet on the southwesterly line to a point of intersection.

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BEING the same property conveyed to Eah Channakhone, a married man, by deed from Sisouphonh Niravong and wife, Thongmalay Niravong of record in Instrument Number 201111012-0079310, Register's Office for Davidson County, Tennessee.

Map/Parcel Numbers: 148 15.0 258.00

Husband shall assume, be solely responsible for, hold Wife harmless upon, and indemnify Wife for the outstanding indebtedness on said property.

31. The parties own real property located at 5512 Eulala Drive, Nashville, Tennessee. The property is described as follows:

Land in Davidson County, Tennessee, being Lot No. 124-Aon the Plan of Zone-Lot Division Lots 122,123, & 124, Hickory View, Section Two of record in Plat Book 5800, page 282, Register's Office for said County, to which reference is made for a more complete description.

Being the same property conveyed to Eah Channakhone and wife Souksaifone Channakhone by deed from Randall J. Walker, of record in Instrument Number 20091112-0104222, Register's Office for Davidson County, Tennessee.

Map-Parcel Numbers: 162-09-0 096.00

They shall execute a quitclaim deed conveying 5512 Eulala Drive, Nashville, Tennessee to their son Barboyee Channakhone.

Each party shall execute quitclaim deeds within fifteen (15) days of this agreement to transfer his/her respective in the above parcels of real estate. Within that fifteen (15) days, Husband shall provide Wife with the complete information to facilitate timely mortgage payments on parcels which she receives which are encumbered by mortgage.

4. Wife shall be awarded sole title to, interest in, and possession of the 2003 Acura, VIN # _____. All right, title, and interest in said vehicle is hereby divested from the Husband and vested solely in the Wife. There is no outstanding indebtedness on this vehicle. Husband shall be awarded sole title to, interest in, and possession of the 2010 Nissan Frontier which is titled to the Husband. All of Wife's right, title, in said vehicle is hereby divested from the Wife and vested solely in the Husband. Husband shall assume, be solely responsible for, hold Wife harmless upon and indemnify the Wife for the outstanding indebtedness on said vehicle.

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The parties own a 2000 Honda Civic which is paid for. Their minor son Nagon Channakhone drives this vehicle. The parties agree that title to the vehicle shall remain unchanged, that Nagon Channakhone shall continue to have full use of this vehicle, and that at such time as Nagon Channakhone attains the age of 18, the parties will transfer title of the vehicle to him.

5. The parties have no joint accounts. Wife shall be awarded sole title to, interest in, and possession of all monies on deposit in her name. Husband shall be awarded sole title to, interest in, and possession of all monies on deposit in his name.

6. Wife shall be awarded sole title to, interest in, and possession of her Nissan 401K Van Guard retirement account free and clear of all claims of the Husband.

7. The parties have already divided their personal property. Wife shall awarded sole title to, interest in, and possession of her clothing, jewelry, personal items and all household furnishings in her possession. In addition, she shall be awarded the 42" television and one bed which are located at the marital residence. Husband shall awarded sole title to, interest in, and possession of his clothing, jewelry, personal items and all household furnishings at the marital residence, except for the 42" television and one bed. Wife shall take possession of her items no later than 30 days after the entry of the final decree.

8. Wife shall assume, be solely responsible for, hold Husband harmless upon, and indemnify Husband for all debts incurred by the Wife in her name. Husband shall assume, be solely responsible for, hold Wife harmless upon, and indemnify Wife for all debts incurred by the Husband in his name.

9. The parties affirmatively acknowledge that this Marital Dissolution Agreement has divided all of the marital assets and debts of the parties and that there are no marital assets or debts of the parties which have not been disposed of under the terms of this agreement.

10. Each of the parties acknowledges that they have made a full disclosure of all marital and separate assets and that there are no other marital assets not addressed under the terms of this agreement, including but not limited to, retirement accounts, IRA accounts, investment accounts or bank accounts. In the event that one party discovers that the other party has failed to disclose additional assets which are considered by a

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Court of competent jurisdiction to be marital property, then in that event, upon petition of either party, said assets shall be divided equally between the parties.

11. Except as may otherwise be expressly provided in this Marital Dissolution Agreement, Wife and Husband hereby waive, release, renounce and relinquish, and quitclaim all claims and rights which either of them ever had, now has, or may hereafter have, to share in any capacity or to any extent whatsoever in the property or estate of the other, whether it be by way of statutory allowance, dower, curtesy, distribution or intestacy right of election against the will of the other, or otherwise under the present or future laws of any jurisdiction. Except as expressly reserved to the parties in this Marital Dissolution Agreement, each party by these presents does for himself or herself and his or her heirs, legal representatives, executors, administrators, and assigns, remise, release, and forever discharge the other of all claims, causes of actions, demands, and rights, in law and equity, which either party had or now has against the other, except any and all causes of action for divorce.

12. This Marital Dissolution Agreement constitutes the entire understanding of the parties. There are no agreements or understandings between the parties other than those agreements and understandings expressly mentioned in this Marital Dissolution Agreement. There have been no representations or warranties made by either party to the other party, or by anyone on behalf of them, other than those expressly mentioned in this Marital Dissolution Agreement. This Marital Dissolution Agreement supersedes and merges any and all prior agreements between the parties, including both oral and written prior agreements.

13. The parties agree to execute all documents, titles and other instruments necessary to give full force and effect to this agreement.

14. In the event any provision of this agreement shall be held invalid by a Court of competent jurisdiction, such invalid provision shall not effect the other provisions of this agreement, and said provision shall be severable.

15. The parties understand and agree that this Marital Dissolution Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation, or for any reasons not herein stated. The parties have represented by their respective attorneys in connection with the negotiation and preparation of this Marital Dissolution Agreement. Each party acknowledges that he/she have read this Marital Dissolution Agreement, that

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it is fair and equitable, and that is being entered into voluntarily. Each party agrees to abide by the provisions of this Agreement.

16. This Agreement is binding on the parties thereto, their heirs, executors, administrators, and assigns.

17. Should it be necessary for either party to seek court enforcement of any provision of this Agreement, then the prevailing party shall be entitled to attorney fees and court costs incurred in the enforcement of this agreement.

18. It is understood and agreed between the parties that this agreement shall be submitted to the Court for ratification and incorporation into the final decree of divorce between the parties.

19. It is understood and agreed by the parties that this agreement is intended to be a final settlement of the 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 for claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, dower, curtesy, and statutory allowance, homestead rights, right to take against the will of the other, inheritance, decent or distribution, or right to act as administrator or executor of the other's estate, except as provided by the terms of this agreement. This agreement applies to all property now owned by Wife and Husband, individually or jointly, or any property that either of them may acquire in the future.

20. This agreement may be altered, amended, or cancelled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

21. The parties further agree that the above settlement agreement is fair and reasonable and that the same may be offered into evidence at any hearing in an action for divorce and made a part of any final decree of divorce in the event any Court sees fit to grant a divorce.

22. The parties further agree that they have read the forgoing instrument and understand its terms therein and acknowledge that they have each received a copy of it.

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NOTICE PURSUANT TO *T.C.A. 36-4-134*

The Final Decree of Divorce does not necessarily affect the ability of a creditor to proceed against a party or party's property, even though the party is not responsible under the terms of this agreement and decree for an account, any debt associated with an account, or any debt. (In other words, a creditor may still be able to sue you even if this document states that your spouse is to pay the debt.) It may be in a party's best interest to cancel, close, or freeze jointly held accounts.

IN WITNESS WHEREOF, Wife has executed this agreement on this the 11th day of Sept., 2014 and Husband has executed this agreement on this the 15 day of Sept, 2014.

Souksaifone Channakhone

Eah Channakhone

Eah Channakhone File
Marital Dissolution Agreement
with Whereas, Etc..1st Cir
Domestic Docs.

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STATE OF TENNESSEE

COUNTY OF Rutherford

AFFIDAVIT

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, the within named Souksaifone Channakhone with whom I am personally acquainted with and who acknowledged that she executed the foregoing instrument for the purposes contained therein. Witness my hand and official seal on this the 11th day of September, 2014, at Smyrna, Tennessee.

Notary Public

My Commission Expires: Nov 20, 2016

ROBIN ZALESKI
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

STATE OF TENNESSEE

COUNTY OF DAVIDSON

AFFIDAVIT

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, the within named Eah Channakhone, with whom I am personally acquainted with and who acknowledged that he executed the foregoing instrument for the purposes contained therein. Witness my hand and official seal on this the 15th day of September, 2014, at Nashville, Tennessee.

Elaine P. Griggs
Notary Public

My Commission Expires: 11-5-14

ELAINE P. GRIGGS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON

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13D1401

STATE OF TENNESSEE	FOURTH CIRCUIT COURT	DAVIDSON COUNTY

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PERMANENT PARENTING PLAN ORDER

DOCKET NO. 13D-1401

☐ PROPOSED ☒ AGREED (PES) ☐ ORDERED BY THE COURT

FILED
2014 DEC 16 PM 1:53
RICHARD R. ROOKER, CLERK
D.C.

PLAINTIFF (Name: First, Middle, Last)	DEFENDANT (Name: First, Middle, Last)
Souksaifone Channakhone	Eah Channakhone
☒ 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 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 _____
☐ modifies an existing Order dated _____

Child's Name	Date of Birth
Nagon Channakhone	3-16-1997

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent is Father

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

Mother 94 days Father 271 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 6:00 p.m. Friday to 6:00 p.m. Sunday

☐ every week ☒ every other week ☐ other: _____

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

From _____ to _____

☐ every week ☐ every other week ☒ other: Other times the parties agree upon.

This parenting schedule begins ☐ _____ 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 Christmas	schedule
Martin Luther King Day	day to day	schedule
Presidents' Day	day to day	schedule
Easter Day (unless otherwise coinciding with Spring Vacation)	Even	Odd
Passover Day (unless otherwise coinciding with Spring Vacation)	day to day	schedule
Mother's Day	Every	
Memorial Day (if no school)	Odd	Even
Father's Day		Every
July 4th	Even	Odd
Labor Day	Odd	Even
Halloween	day to day	schedule
Thanksgiving Day & Friday	Even	Odd
Children's Birthdays	day to day	schedule
Other School-Free Days		All
Mother's Birthday	Every	
Father's Birthday		Every
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 _____

NOTE: ALL HOLLIDAYS AND VACATIONS SHALL TAKE PRECEDENCE OVER THE REGULAR WEEKEND SCHEDULE.

D. FALL VACATION (*If applicable*)

The day to day schedule shall apply except as follows Father shall have even years, Mother shall have odd years

_____, beginning 2014

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E. WINTER (CHRISTMAS) VACATION

The ☒ mother ☐ father shall have the child or children for the first period from the day and time school is dismissed until December 25 at 1:00 p.m. ☒ in odd-numbered years ☐ in even-numbered years ☐ every year. The other parent will have the child or children for the second period from the day and time indicated above until 6:00 p.m. on the evening before school resumes. The parties shall alternate the first and second periods each year.

Other agreement of the parents: _____

_____

_____

F. SPRING VACATION (*if applicable*)

The day-to-day schedule shall apply except as follows Mother shall have odd years; Father shall have even years, beginning 2015.

G. SUMMER VACATION

The day-to-day schedule shall apply except as follows: Mother shall have 2 weeks in the summer to coincide with Nissan's shut-down and two additional weeks.

_____, beginning 2014.

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 The child has a car and shall transport himself.

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:

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

☐ Place: _____

☐ Person or organization supervising: _____

☐ Responsibility for cost, if any: ☐ mother ☐ father ☐ both equally.

J. OTHER

The following special provisions apply:

_____

_____

_____

II. DECISION-MAKING

A. DAY-TO-DAY DECISIONS

Each parent shall make decisions regarding the day-to-day care of a child while the child is residing with that parent, including any emergency decisions affecting the health or safety of a child.

B. MAJOR DECISIONS

Major decisions regarding each child shall be made as follows:

Educational decisions	☐ mother	☐ father	☒ joint
Non-emergency health care	☐ mother	☐ father	☒ joint
Religious upbringing	☐ mother	☐ father	☒ joint
Extracurricular activities	☐ mother	☐ father	☒ joint
_____	☐ mother	☐ father	☐ joint

III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Father's gross monthly income is $ 2592 ($1713 job + $879 net income from rental property)

Mother's gross monthly income is $ 4891 ($5181 job minus $289 loss from rental property)

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 $ 125.53 ☒ weekly ☐ monthly ☐ twice per month ☐ every two weeks. **The Child Support Worksheet shall be attached to this Order as an Exhibit.***

If this is a deviation from the Child Support Guidelines, explain why: _____

_____

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

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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 6th day of June, 20 14.

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: _____.
A Wage Assignment Order is attached to this Parenting Plan.
☐ 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: _____.

The Father shall claim the following children: Nagon.

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.

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.

* 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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- 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.

D. HEALTH AND DENTAL INSURANCE

Reasonable health insurance on the child or children will be:

- ☒ 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 ☐ mother ☐ father ☒ 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 *(Required for parent paying child support)*

The ☒ mother ☐ father ☐ both shall insure his/her own life in the minimum amount of $ 50,000.00 by whole life or term insurance. Until the child support obligation has been completed, each policy shall name the following as sole irrevocable primary beneficiary: ☐ the other parent ☒ the other parent, as trustee for the benefit of the children, to serve without bond or accounting; ☐ other: _____

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.

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V. DISAGREEMENTS OR MODIFICATION OF PLAN

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

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

The costs of this process may be determined by the alternative dispute process or may be assessed by the Court based upon the incomes of the parents. It must be commenced by notifying the other parent and the Court by ☒ written request ☐ 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;

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(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 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 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;

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(vi) The right to be free of unwarranted derogatory remarks made about such 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 provided 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; and

(ix) The right to access and participation in the child's education on the same bases 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.

TN LEGIS 617 (2014), 2014 Tennessee Laws Pub. Ch. 617 (S.B. 1488)

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(6) The right to be free of unwarranted derogatory remarks made about the parent or his or her family by the other parent to the child or in the presence of the child;

(7) The right to be given at least forty-eight (48) hours notice, whenever possible, of all extra-curricular activities, and the opportunity to participate or observe them. These include the following: school activities, athletic activities, church activities and other activities where parental participation or observation would be appropriate;

(8) The right to receive from the other parent, in the event the other parent leaves the state with the minor child or children for more than two (2) days, an itinerary including telephone numbers for use in the event of an emergency;

(9) The right to access and participation in education on the same basis that is provided to all parents. This includes the right of access to the child for lunch and other activities. However, participation or access must be reasonable and not interfere with day-to-day operations or with the child's educational performance.

VII. NOTICE REGARDING PARENTAL RELOCATION

The Tennessee statute (T.C.A. § 36-6-108) which governs the notice to be given in connection with the relocation of a parent reads in pertinent part as follows:

If a parent who is spending intervals of time with a child desires to relocate outside the state or more than 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.

VIII. PARENT EDUCATION CLASS

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

Under penalty of perjury, we declare that this plan has been proposed in good faith and is in the best interest of each minor child and that the statements herein and on the attached child support worksheets are true and correct. ***(A notary public is required if this is a proposed plan by one parent rather than one agreed by both parents.)***

Jourdynn Crumpton
Mother

Sept 16, 2014 Smyrna, TN
Date and Place Signed

Copy

Sworn to and subscribed before me this 16th day of September, 2014

My commission expires: Nov 20, 2016

Robin Zaleski
Notary Public

ROBIN ZALESKI
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

Father

9-15-2014 Nashville
Date and Place Signed

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

My commission expires: 11-5-14

Notary Public

ELAINE P. GRIGGS
NOTARY PUBLIC
DAVIDSON COUNTY, TENNESSEE
My Commission Expires Nov. 5, 2014

APPROVED FOR ENTRY:

Attorney for Mother
Phillip George
Address
P.O. Box 467
Address
Smyrna, TN 37167
Phone and BPR Number

Attorney for Father
Martha Child
Address
392 Harding Place, Suite 215
Address
Nashville, TN 37211
Phone and BPR Number
615-834-4300; BPR #7213

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: _____

It is so ORDERED this the 16th day of December, 2014.

Judge

Notary Seal present,
but could not be reproduced.

Bill Garrett
County Register of Deeds

05-18-05

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2014 OCT 10 AM 9:28

State of Tennessee - Child Support Worksheet

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:	Soukaifone Channakhone		X	
Name of Father:	Eah Channakhone	X		
Name of non-parent Caretaker:				
TCSES case #:				
Docket #:				
Court name:				

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2014 DEC 16 PM 1:53
RICHARD R. ROOKER, CLERK
DC

Name(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
nagon Channakhone	3-16-1997	94	271	

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	$ 4892.00	$ 2592.00	
1a	Federal Benefit for child	+ 0.00	+ 0.00	
1b	Self-employment tax paid	- 0.00	- 0.00	
1c	Subtotal	$ 4892.00	$ 2592.00	
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)	$ 4892.00	$ 2592.00	
2a	Combined Adjusted Gross Income	$ 7484.00		
3	Percentage Share of Income (PI)	65 %	35 %	

Part III. Parents' Share of BCSO

4	BCSO allotted to primary parent's household	$ 0.00	$ 960.00	$ 0.00
4a	Share of BCSO owed to primary parent	$ 624.00	$ 0.00	
5	Each parent's average parenting time	94	N/A	
6	Parenting time adjustment	$ -10.13	$ N/A	
7	Adjusted BCSO	$ 613.87	$ 0.00	

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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	$ 200.00	$ 0.00	$ 0.00
8b	Recurring uninsured medical expenses	$ 0.00	$ 0.00	$ 0.00
8c	Work-related childcare	$ 0.00	$ 0.00	$ 0.00
9	Total additional expenses	$ 200.00	$ 0.00	$ 0.00
10	Share of additional expenses owed	$ 0.00	$ 70.00	
11	Adjusted Support Obligation (ASO)	$ 613.87	$ 70.00	

Part V. Presumptive Child Support Order

		OBLIGATION	
12	Presumptive Child Support Order (PCSO)	$ 544.00	$ 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 payor parent	$ 0.00	$ 0.00
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):	$ 0.00	$ 0.00
15	Final Child Support Order (FCSO)	$ 544.00	$ 0.00
16	FCSO adjusted for Federal benefit. Line 1a. Obligor's column	$ 544.00	$ 0.00



HS-2968

State of Tennessee - Credit Worksheet

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: Soukaifone Channakhone		X	
	Name of Father: Eah Channakhone	X		
	Name of non-parent Caretaker:			

TCSES case #:

Docket #:

Court name:

Part II. Additional Children

✓ If a parent is claiming more than five children on line 3 or line 7, use the Additional Credit sheet to list information for each child.

		Mother	Father
Parent Income Information			
	1 Applicable gross income for credit worksheet	$ 4892.00	$ 2592.00
In-Home Children	2 Below, list qualified children living in the parent's home (if none, skip to line 7):		

Name(s) of Child(ren) for Mother	Date of Birth	Name(s) of Child(ren) for Father	Date of Birth

3	Number of qualified children living in the parent's home	# 0	# 0
4	Theoretical child support order (this parent's income on CS Schedule for number of children from line 3)	$ 0.00	$ 0.00
5	75% of theoretical child support order from line 4	$ 0.00	$ 0.00
Not-In-Home-Children	6 Below, list qualified children not living in the parent's home:		

Name(s) of Child(ren) for Mother	Date of Birth	Name(s) of Child(ren) for Father	Date of Birth

7	Number of qualified children not living in the parent's home	# 0	# 0
8	Average documented monetary support over last 12 months	$ 0.00	$ 0.00
9	Theoretical child support order (this parent's income on CS Schedule for number of children from line 7)	$ 0.00	$ 0.00
10a	75% of theoretical child support order from line 9	$ 0.00	$ 0.00
10b	Allowable credit for not-in-home children	$ 0.00	$ 0.00

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Other Children (Continued from Credit Worksheet)

In-Home Children — Below, list additional qualified children living in the parent's home:

Name(s) of Child(ren) for Mother	Date of Birth	Name(s) of Child(ren) for Father	Date of

Not-In-Home Children — Below, list additional qualified children not living in the parent's home:

Name(s) of Child(ren) for Mother	Date of Birth	Name(s) of Child(ren) for Father	Date of

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HS-29

ISSS - Income Shares Summary Screen

DECSSXXX _ Inquire Add Update 00:00:00

XXXXXXX CSES - INCOME SHARES SUMMARY SCREEN
(ISSS) 00-00-0000

CASE ID TYPE X / X STATUS A CLASS
XXX / ?/?

NCP XXXXXXXXXXXXXXX ID 000000000
RTD XX OFFICE 000

CP XXXXXXXXXXXXXXX ID 000000000 USERID
RTD XX XXXXXXX

DOCKET _____ # OF CHILDREN FOR +THIS ORDER 1 NOTEPAD

PARENTING TYPE ST - STANDARD PARENTING WORKSHEET DATE
05/15/2014

MORE

	PI 65% MOTHER	PI 35% FATHER	MOTHER	FATHER	NP CTAKER
EACH PARENT'S AVERAGE PARENTING TIME			94	0	
GROSS INCOME SUBTOTAL	N (Y/N)		4892.00	2592.00	
LOW INCOME					
CREDIT FOR CHILDREN			0.00	0.00	
CHILDREN'S PORTION INS			200.00	0.00	0.00
RECURRING MEDICAL			0.00	0.00	0.00
CHILDCARE _____ (P / N / B)			0.00	0.00	0.00
PCSO			544.00	0.00	

DEVIATION 0.00 SSA BENEFIT 0.00

FCSO 544.00 OBLIGEE CHANGE _ (Y / N) SV Y (Y/N)

Copy

AA539 - I : Successful INQUIRE.
COMMAND ===>

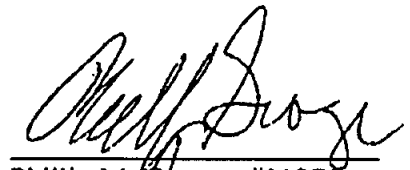
1 = HELP 3 = EXIT 4 = PROMPT 5 = CLER 6 = NOTE 7 = BKWD 8 = FRWD 11 = OR
12 = ISCS 13 = ANRF

ISCS - Income Shares Children Screen

O/C Home	Name	PRP/ARP	DOB	II
O	nagon Channakhone		03/16/1997	

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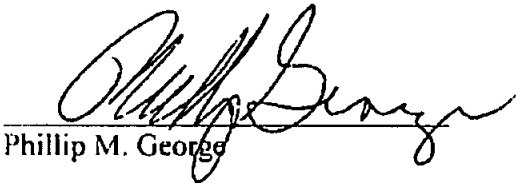
APPROVED FOR ENTRY:



Phillip M. George, #11271
Attorney for Wife
511 Enon Springs Road, East
Smyrna, TN 37167
615-459-6130

CERTIFICATE OF SERVICE

I hereby certify that I have served a true and exact copy of the foregoing by postage prepaid mail upon Martha Child, Attorney for Husband, 392 Harding Place, Suite 215, Nashville, TN 37211 on this the 16th day of Dec., 2014.



Phillip M. George

Final Decree ID W/Children
4th Circuit
DOMESTIC

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The Court further found that the correct address of the parties is as follows:

HUSBAND: 4500 Packard Drive, Nashville, TN 37211

WIFE: 110 Buster Street, Smyrna, Tennessee 37167.

Ms. Channakhone will hereinafter collect the rental payments for the properties conveyed to her in Paragraph 3 of the Marital Dissolution Agreement and Mr. Channakhone will hereinafter collect the rental payments for the properties conveyed to him in Paragraph 3.

Mrs. Channakhone will start receiving the rental payments for the properties conveyed to her from the entry of the Final Decree of Divorce. Mr. Channakhone will start receiving the rental payments for the properties conveyed to him from the entry of the Final Decree of Divorce.

It is further **ORDERED** that Ms. Channakhon's name will be restored to her maiden name, SOUKSAIFONE SAYCHANTHA

It is further **ORDERED** that upon the signing of this Order, the attorney for the Plaintiff/Counter-Defendant is relieved of further duties as attorney of record for the Plaintiff/Counter-Defendant in this cause.

It is further **ORDERED** that upon the signing of this Order, the attorney for the Defendant/Counter-Plaintiff is relieved of further duties as attorney of record for the Defendant/Counter-Plaintiff.

It is further **ORDERED** that costs of this cause shall be taxed against the Plaintiff, for which execution may issue if necessary.

Enter this the 16th day of December, 2014.

Philip E. Smith, Judge

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 16 day of DECEMBER, 2014, in Docket Number 13D1401 between CHANNAKHONE, SOUKSAIFONE, Plaintiff, and CHANNAKHONE, EAH , 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 27 day of FEBRUARY in the year two thousand fifteen and in the 238th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____

Deputy Clerk

[SEAL]

