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IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

FILED
2016 DEC -6 AM 11:50
RICHARD R. ROOKER, CLERK
D.C.

LAURA BROOKE ABDOU,)
)
Plaintiff/Counter Defendant,)
)
vs.) CASE NO. 16D1047
) NOTICE OF ENTRY REQUESTED
RIMON ABDOU,)
)
Defendant/Counter Plaintiff.)

BILL GARRETT, Davidson County
Trans:T20170000802 DEEDDIV
Recvd: 01/04/17 14:34 16 pgs
Fees:82.00 Taxes:0.00
20170104-0000965

FINAL DECREE OF DIVORCE

This cause came before the Honorable Phillip Robinson, Judge of the Circuit Court for Davidson County, Tennessee, upon the COUNTER Complaint for Divorce heretofore filed by COUNTER - Petitioner in this cause, the parties' written Marital Dissolution Agreement which has been filed with the Clerk of the Court, and upon the record as a whole, from all of which it appears to the Court that the original Complaint was filed on the 26th day of May 2015, THE COUNTER COMPLAINT 7/8/16, that more than sixty (60) days have passed since the date of filing, and that the parties' written Marital Dissolution Agreement is proper in all respects and should be approved, and further, that Petitioner should be awarded an absolute divorce from Respondent on the grounds of ~~irreconcilable differences~~ Stipulated Adultery pursuant to TCA 36-4-129.

IT IS, ACCORDINGLY, ORDERED, ADJUDGED, AND DECREED as follows:

1. That the ~~Respondent~~ COUNTER-PETITIONER is hereby awarded an absolute divorce from the ~~Petitioner~~ COUNTER-RESPONDENT on the grounds of adultery, and the parties are restored to all the rights and privileges of unmarried persons.

2. The parties' written Marital Dissolution Agreement heretofore filed in this cause is hereby approved and incorporated into this Final Decree of Divorce, the same as if copied verbatim, and same is hereby made an Order of this Honorable Court.

3. The Court specifically retains continuing jurisdiction to enforce all aspects of the parties' Marital Dissolution Agreement entered into in this cause, as well as all respects of this Final Decree of Divorce, including the power to cite either party to this

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cause for contempt of Court for his or her non-compliance with any provision of the parties' Marital Dissolution Agreement or any provision of this Final Decree of Divorce.

4. The address and employment information of the parties is as follows:

Brooke Abdou Employer: Self-Employed
490 Fortress Blvd. Apt. 19V
Murfreesboro , TN 37128

Rimon Abdou Employer: Metro Nashville
4860 Big Horn Drive
Old Hickory, TN 37139

5. The Husband has accident and sickness insurance that provides coverage for hospital or medical expenses and also provides coverage to the spouse of the insured which will terminate upon finalization of the divorce.

In accordance with T.C.A. § 56-7-2366, written notice is hereby given through the execution of this document that within 30 days of the termination of coverage the availability of COBRA continuation and the procedures for applying for COBRA coverage shall be provided to the spouse losing coverage.

The Wife will be without insurance coverage once the divorce has become final, and must obtain coverage under COBRA or a separate source of insurance to maintain health insurance coverage.

6. Pursuant to Tenn. Code Ann. §36-4-134, this decree does not necessarily affect the ability of a creditor to proceed against a party, or a party's property, even though the party is not responsible under the terms of the decree for an account, any debt associated with an account or any debt. It may be in the best interest of the parties to cancel, close or freeze any jointly held accounts.

7. Wife's name shall revert to her prior name of **Laura Brooke Watts**.

8. The parties state the attorney fees ~~and court costs~~ associated with the above referenced matter have been paid. KAJ THE COURT COSTS SHALL BE DIVIDED EQUALLY BETWEEN THE PARTIES AS SET FORTH IN THE MARITAL DISSOLUTION AGREEMENT. BLA

9. The Petition filed at the commencement of this action should reflect that Respondent is a resident of Davidson County, not Rutherford County.

KAJ 10. THE MARITAL DISSOLUTION AGREEMENT IS IN WORDS AND FIGURES AS FOLLOWS:

BLA

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IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2015 OCT 27 PM 3:27

LAURA ABDOU,

Plaintiff/Counter-Defendant

vs.

NO. 16d1047

RIMON ABDOU,

Defendant/Counter-Plaintiff

MARITAL DISSOLUTION AGREEMENT

This agreement is entered into by and between the plaintiff/counter-defendant, Laura Abdou (hereinafter "wife") and the defendant/counter-plaintiff, Rimon Abdou (hereinafter "husband"), subject to the following premises, terms and conditions:

WITNESSETH

WHEREAS, the parties have experienced marital difficulties in the past, with the result that each party has instituted divorce proceedings against the other, on the grounds of ~~irreconcilable differences~~ Adultery pursuant to TCA 36-4-129 on the Counter Complaint ~~with the complaint~~ for absolute divorce ~~being and answer and counterclaim~~ filed in the Circuit Court for Davidson County, Tennessee; and and proceedings stipulated on

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the court, to amicably settle their differences with respect to all spousal support obligations, property rights, the payment of debts and to enter into a contract for the equitable settlement of such rights and obligations, not only for the present, but for the future,

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it being their intention that such contract will be effective with respect to their children, property and other matters of concern.

NOW, THEREFORE, for and in consideration of the foregoing premises and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereby agrees as follows.

1.0 REAL PROPERTY: Husband is the owner of a home and lot located at 4860 Big Horn Drive, Old Hickory, Davidson County, Tennessee, which is deeded to husband in fee simple and purchased by husband prior to the parties marriage. Wife has previously vacated the residence and husband shall continue to reside therein as his exclusive residence.

1.1 The parties agree that husband shall retain all interest in said real property and be personally and individually responsible for the mortgage obligation owing thereon, inclusive of real property taxes and mortgage insurance, being a debt in his individual name and shall indemnify and hold wife harmless for any liability owing thereon. Husband immediately put the home at 4860 Big Horn Drive Old Hickory TN for sale.

1.2 Husband shall pay wife the sum of $12,000.00, being her agreed upon equity in said residence and based upon the total division of the marital estate, with husband to pay wife said sum ~~within thirty days of the execution of this agreement.~~ of $450.00 per month beginning on the 15th day each month until the property is sold at which time the balance remaining amount.

2.0 PERSONAL PROPERTY: Wife shall retain possession and legal ownership of the 2007 Honda Civic automobile, as her separate property, with said motor vehicle being titled to wife individually, and with no note or indebtedness owing thereon.

Wife shall have a lien on the property at 4860 Big Horn Drive Old Hickory TN until ~~$6,000~~ the $12,000 debt is paid by husband.

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2.1 Husband shall retain possession and legal ownership of the 2004 Toyota Rav4 automobile, as his separate property, with said motor vehicle being titled to husband individually, and with no note or indebtedness owing thereon.

2.2 Each party shall retain possession and/or legal ownership of any motor vehicles presently in their possession, under their control or titled to them individually. Each party shall hereby relinquish any and all legal, marital or equitable interest in the motor vehicle(s) in the possession of the other as of the date of the final decree of divorce and further agree to sign any motor vehicle titles or other necessary documentation, if any, to transfer legal ownership of said motor vehicle(s) to the other. Each party shall be personally and individually responsible for automobile insurance on their respective vehicle as of the date of the execution of this agreement.

2.3 The parties further agree that all funds on deposit in any and all other checking and savings accounts, maintained in the individual name of each party, shall be and are hereby made the sole and separate property of the party in whose name the account is maintained, free and clear of any claim by the other party.

2.4 The parties further agree that all funds on deposit in any and all retirement and/or pension plans, maintained individually or through their respective employers, shall be and are hereby made the sole and separate property of the party in whose name each account or plan is maintained, free and clear from any claim by the other party.

2.5 Wife shall be entitled to retrieve the following articles of personal property from the marital residence: washer, dryer; couch, coffee table and rug in living

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room; guest bedroom furniture; master bedroom furniture, including mattresses, dresser and night stands, island in kitchen, coffee bar, pantry, television in living room. Wife shall be permitted to retrieve said items from the marital residence within fifteen days of the execution of this agreement, on a specific date and time to be agreed upon by counsel for the parties.

2.6 The parties further agree that they have divided all articles of personal property prior to the entry of the final decree of divorce, including household furnishings and hereby ratify such division, acknowledging that all property in the possession of either of them as of the date of the execution of this marital dissolution agreement is the sole and separate property of the party possessing it.

3.0 DEBTS AND OBLIGATIONS: The parties agree that other than as specifically aforementioned, each party shall be personally and individually responsible for the payment of all debts heretofore contracted for or incurred by either of them individually, either during the marriage or after the date of separation and each agrees to hold the other harmless for any liability related thereto.

3.1 The parties further agree that neither of them shall contract for any indebtedness on the credit of the other from and after the date of execution of this agreement.

3.2 The parties further agree that in the event a creditor makes a claim against the other party, which is upheld by a court of competent jurisdiction, to pay the debt for which the party is not responsible, either by contract or pursuant to the terms of this agreement, the party against whom such claim is made shall be entitled to recover from the

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responsible party the amount of any payment he or she makes, including interest and any expense incurred in defending the creditors claim, including reasonable attorney fees.

3.3 The parties acknowledge that this agreement does not necessarily affect the ability of a creditor to proceed against a party, or a party's property, even though the party is note responsible under the terms of the decree for an account, any debts associated with an account or any debt. The parties acknowledge that it may be in their best interests to cancel, close or freeze any jointly held accounts.

4.0 **INSURANCE**: The parties agree that each shall be personally and individually responsible for maintaining his or her major medical hospitalization insurance as of the date of the entry of the final decree of divorce. Each party shall be responsible for the payment of all of his or her medical costs and expenses which are uninsured or fall within the deductible limits under any insurance coverage and each shall hold the other harmless for any liability related thereto.

4.1 Notice pursuant to 56-7-2366. Notice of termination of coverage for spouses and former spouses.

(a) Every insured or policy holder of a group policy of accident and sickness insurance offered for sale in this state, that provides coverage for hospital or medical expenses that also provides coverage to the spouse of the insured, shall provide at least thirty (30) days' prior notice of the termination of coverage to the covered spouse as a result of a divorce, a legal separation, or other separation. The notice shall be written, filed with the court that is hearing the divorce or legal separation prior to or at the final hearing, and served upon the spouse as provided by Tennessee Rules of Civil Procedure. If no divorce, legal separation or similar legal proceeding is pending, then the notice shall be transmitted by certified mail, return receipt requested, to the last known address of the spouse.

(b) (1) The notice shall advise the spouse who is to be terminated that, when the divorce is final, the spouse shall not be eligible for continued coverage under the policy. The notice

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shall also advise the spouse of the availability of the COBRA continuation provision and of the procedures for applying for COBRA coverage, including identifying who should be contacted to obtain coverage. The notice shall indicate that the spouse who is to be terminated will be without health insurance coverage from the insured's policy and that the spouse must obtain coverage under COBRA continuation, or a separate source of insurance, if the spouse wishes to retain health insurance coverage.

(2) For the purposes of this subsection (b), "COBRA continuation provision" means any of the following:

(A) Section 4980B of the Internal Revenue Code of 1986, codified as 26 U.S.C. § 4980B, other than subdivision (f)(1), insofar as it relates to pediatric vaccines;

(B) The Employee Retirement Income Security Act (ERISA), Part 6 of Subtitle B of Title I, compiled in 29 U.S.C. § 1161 et seq., other than § 609, codified as 29 U.S.C. § 1169; or

(C) Title XXII of the Public Health Service Act, compiled in 42 U.S.C. § 300bb-1 et seq.

(c) As an employer updates the plan summary, in the course of business, for any group policy of accident and sickness insurance that it may offer to its employees, the employer shall include a notice of the provisions of this section in the summary.

(d) The attorney for the insured in any action for divorce shall advise the insured or policy holder of the obligation imposed by this section.

(e) The administrative office of the courts shall develop a model notice to reflect the provisions of this section.

4.2 The parties further agree that neither of them shall have any obligation to maintain life insurance or pay the life insurance premium for the benefit of the other. Each party shall receive all right, title and interest in and to all life insurance policies on his or her life and any cash surrender value as his or her sole and separate property, free and clear from any claim by the other. Each party shall have the right to change the beneficiary under the life insurance policy maintained on his or her life.

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5.0 **TAX LIABILITY**: The parties further agree that beginning 2016 and all tax years thereafter, each party shall have the right to file under the status they so choose with the IRS, depending on their marital status during any tax year and each party shall be entitled to receive the full tax refund for said tax year, free from any claims of the other or in the alternative, should there be any tax liability owing for said year, each party shall be personally and individually responsible for said tax liability and each shall hold the other harmless for any liability related thereto.

6.0 **ENFORCEMENT OF AGREEMENT**: The parties agree that in the event it becomes reasonably necessary for either of them to institute legal proceedings to procure the enforcement of any provision of this agreement, he or she shall be entitled to a judgment for reasonable expenses, including attorney fees incurred in procuring the action.

7.0 **ATTORNEY FEES AND COURT COSTS**: Each party shall be personally and individually responsible for their respective attorney's fees, relative to the negotiations and preparation of this agreement and pleadings in this divorce, and the parties shall be jointly and equally responsible for the court costs of this proceeding.

8.0 **AGREEMENT INCORPORATED INTO FINAL DECREE**: It is understood and agreed between the parties this agreement shall be introduced in the proceedings now pending in the Circuit Court for Davidson County, Tennessee and submitted to the court for ratification and incorporation into the final decree of divorce between the parties.

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9.0 FINAL SETTLEMENT: It is understood and agreed between the parties this agreement is intended to be a final settlement of all property 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 hereinafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or the right to act as the 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 husband and wife, individually or jointly, or any property that either may acquire in the future.

10.0 REVOCATION OF BENEFICIARY: The parties agree that, except as otherwise provided by the terms of this agreement, all documents heretofore executed by either party which designate the other party as a beneficiary shall be, and are hereby, revoked. Such documents shall include, but not be limited to, powers of attorney, beneficiary designations under insurance policies, annuities, retirement programs, employee benefit programs, and bank accounts. It is the intent of the parties to this agreement that neither of them shall receive any proceeds as a beneficiary of the other party from and after execution of this agreement unless otherwise provided by the terms of this agreement or unless a new beneficiary designation is hereinafter executed designating the other as a beneficiary.

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11.0 AGREEMENT BINDING THE PARTIES: This agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

12.0 FULL DISCLOSURE OF ASSETS: The parties acknowledge that there are no assets owned by either of them, either jointly or individually, and they have no interest in any assets, which are not reflected by the terms of this agreement. The parties warrant and represent they have made full disclosure to the other of all assets in which they have an interest.

13.0 VOLUNTARY AGREEMENT: It is understood and agreed between the parties that this agreement is entered into without undue influence, fraud, coercion, or misrepresentation or for any reason not herein stated. The provisions in this agreement and their legal effect are fully known by each of the parties and each party acknowledges that the agreement is fair and equitable and it is being entered into voluntarily.

14.0 ENTIRE AGREEMENT: This agreement contains the entire understanding of the parties and there are no representations, warranties or promises other than those expressly set forth herein.

15.0 PROVISIONS SEVERABLE: 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, said provisions being severable.

16.0 EXECUTIONS OF NECESSARY INSTRUMENTS: It is understood and agreed between the parties that as a part of the consideration for the execution of this

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agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this agreement.

17.0 RESTORATION OF MAIDEN NAME: Wife's maiden name of Laura Brooke Watts shall be restored as her legal name.

Laura Brooke Abdou
LAURA ABDOU

Rimon Abdou
RIMON ABDOU

STATE OF TENNESSEE]
COUNTY OF RUTHERFORD]

Personally appeared before me, a notary public in and for said County and State, **LAURA ABDOU**, plaintiff/counter-defendant, in the foregoing divorce, with whom I am personally acquainted and who acknowledged that she executed the foregoing agreement for the purposes therein contained.

Witness my hand and official seal at Murfreesboro, Rutherford County, Tennessee, on this 17th day of October, 2016.

Heather R Knott
Notary Public

My Commission Expires: 12/16/18

HEATHER R. KNOTT
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

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STATE OF TENNESSEE]
COUNTY OF RUTHERFORD]

Personally appeared before me, a notary public in and for said County and State, **RIMON ABDOU,** defendant/counter-plaintiff, in the foregoing divorce, with whom I am personally acquainted and who acknowledged that he executed the foregoing agreement for the purpose therein contained.

Witness my hand and official seal at Murfreesboro, Rutherford County, Tennessee, on this 17th day of October, 2016.

Heather R Knott
Notary Public

My Commission Expires: 12/11/16

HEATHER R. KNOTT
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

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IT IS SO ORDERED.

ENTER this the 6 day of DECEMBER, 2015.

Honorable Phillip Robinson, Judge

APPROVED FOR ENTRY:

K. Alex Jennings, #033718
BRUNELLE-CONKLIN
Attorney for Petitioner
131 North Church Street
Murfreesboro, TN 37130
615/896-7060

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been sent via U.S. Mail, postage prepaid, to Phillip Davidson, Attorney for Respondent, 2400 Crestmoor Road #107, Nashville, TN 37215, this the 6th day of December 2016.

K. Alex Jennings

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CERTIFICATE OF SERVICE

DOCKET NO. 16D1047

I hereby certify I have mailed a copy of the foregoing to the parties/counsel listed below, on this 8TH day of DECEMBER, 2016.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____
Deputy Clerk

K. ALEX JENNINGS, ATTORNEY
BRUNELLE-CONKLIN
131 NORTH CHURCH ST.
MURFREESBORO, TN 37130

PHILLIP DAVIDSON, ATTORNEY
2400 CRESTMOOR RD., UNIT #107
NASHVILLE, TN 37215

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 THIRD Circuit Court for Davidson County, Tennessee, on the 06 day of DECEMBER, 2016, in Docket Number 16D1047 between ABDOU, LAURA BROOKE, Plaintiff, and ABDOU, RIMON, 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 04 day of JANUARY in the year two thousand seventeen and in the 240th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____
Deputy Clerk

[SEAL]

