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

JON SCOTT DOWNS,)
)
Plaintiff/Husband)
v.) Case No. 13D2911
)
DARA PATRICIA DOWNS,)
)
Defendant/Wife)

FILED
2014 JAN 29 AM 11:09
D.C.

BILL GARRETT, Davidson County
Trans:T20170030997 DEEDDIV
Recvd: 04/12/17 14:59 30 pgs
Fees:152.00 Taxes:0.00
20170412-0035940

FINAL DECREE OF DIVORCE

This cause came to be heard on the 29th day of January, 2014, before the Honorable Phillip Robinson, Judge of the Third Circuit Court for Davidson County, Tennessee upon the Husband's Complaint for Absolute Divorce, submission of a duly executed Marital Dissolution Agreement, Agreed Permanent Parenting Plan, and the entire record. From all of which the Court finds that the Husband should be awarded an absolute divorce upon the grounds of irreconcilable differences. The Court further affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of all assets and debts between the parties, and for the maintenance and support of their minor children. The Court further affirmatively finds that the ninety (90) day waiting period, as required by statute, has lapsed; that Husband's current mailing address is 181 West Central Avenue, Ashland, KY 41101, and Wife's current mailing address is 112 Glenview Drive, Nashville, TN 37206.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Husband, JON SCOTT DOWNS, shall be and hereby is granted an absolute divorce from the Wife,

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DARA PATRICIA DOWNS, upon the grounds of irreconcilable differences, and that both parties shall be restored to all the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement and Agreed Permanent Parenting Plan heretofore executed by the parties shall be and hereby ~~is~~ ARE adopted in ~~its~~ THEIR entirety as an Order of this Court, and more particularly set out as follows, to wit:

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THIRD CIRCUIT

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

FILED

2013 OCT 15 PM 4:10

RICHARD R. ROBERTS, CLERK

D.C.

JON SCOTT DOWNS,)
)
Plaintiff/Husband)
)
v.) Case No. 13D2911
)
DARA PATRICIA DOWNS,)
)
)
Defendant/Wife)

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is made by and between the Plaintiff/Husband, **JON SCOTT DOWNS**, (hereinafter referred to as the "Husband"), who is a resident of Davidson County, Tennessee and the Defendant/Wife, **DARA PATRICIA DOWNS** (hereinafter referred to as the "Wife"), who is a resident of Davidson County, Tennessee, with regard to a Complaint for Absolute Divorce to be filed by the Husband in Davidson County Circuit Court as soon as possible after the execution of this agreement.

WITNESSETH:

WHEREAS, the parties hereto have encountered marital difficulties which are apparently irreconcilable; and

WHEREAS, both parties agree and stipulate that this Agreement makes fair and equitable provisions for the distribution of the property of the parties; and

WHEREAS, the parties during this marriage have acquired certain property and have likewise become obligated on certain debts; and

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

WHEREAS, neither party at the time of this agreement is under the influence of any intoxicant or drug, legal or illegal, nor is any party experiencing any mental problems or conditions that would affect their judgment other than the stress normally to be expected in a divorce; and

WHEREAS, both parties acknowledge that discovery has not been completed and, although aware of the potential problems resulting from this, waive further discovery and waives any claim to set aside this agreement or any other based on this agreement aside for lack of knowledge; and

WHEREAS, Husband is represented by the law office of **Boiano & Boiano, LLC**, and Wife is **not represented an attorney** and is *pro se*; and

WHEREAS, the parties hereto wish to enter into a full and complete Marital Dissolution Agreement, which Agreement is equitable and sufficient to settle any and all property rights between the parties, and which Agreement will ask the Court to approve and incorporate into a Final Decree of Divorce in the event the Court should find that Wife is entitled to a divorce on the grounds of irreconcilable differences;

NOW, THEREFORE, for good and sufficient consideration, including the mutual promises, covenants, and recitals set forth herein, the parties hereto mutually agree as follows:

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1. **DIVORCE.** Husband shall receive an absolute divorce on the grounds of irreconcilable differences.

2. **DIVORCE PROCEEDINGS TO BE FILED.** As soon as possible after the execution of this agreement, Attorney for Husband shall cause to be prepared and file a complaint for divorce in the Circuit Court for Davidson County, Tennessee, including the grounds that irreconcilable differences have arisen between the parties. The Wife is aware that this divorce will be filed in the State of Tennessee and waives further services and filing an answer to the Complaint. The Wife acknowledges receipt of a copy of the complaint in this cause and stipulates to the truth and accuracy of the allegations therein. Further, the Wife waives making any other answer or counterclaim and consents to an entry of a Final Decree of Divorce and while acknowledging that Husband's counsel does not represent Wife, the Wife specifically authorizes entry of said pleadings by Husband's counsel.

3. **PARENTING AND SUPPORT:** The parties would show that they are the parents of two (2) minor children. The Husband and Wife would submit that they have entered into a Permanent Parenting Plan Order and that same is attached to this Marital Dissolution Agreement and that they desire that the plan be approved by the Court and incorporated to by reference hereto. The Husband and Wife would acknowledge that the Permanent Parenting Plan sets forth parenting time and child support as agreed upon between the parties. Attached to the Permanent Parenting Plan Order is the required Tennessee Child Support Worksheet setting forth an adequate child support amount.

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3. **REAL PROPERTY (RESIDENCE).** The Husband and Wife are joint owners of the marital residence at 1120 Glenview Drive, Nashville, TN 37206, legally described as follows:

> Land in Davidson County, Tennessee, being Lot No. 40 Haynies Central Park Plan, of Record in Book 161, Page 116, Register's Office for Davidson County to which plan reference is made for a more complete description.

All right, title and interest of Husband to the said property, shall be, and hereby are, divested out of the Husband and vested absolutely in Wife. Wife shall refinance the mortgage indebtedness or otherwise remove Husband from any liability associated with said real property within three (3) years of the entry of the Final Decree of Divorce. If Wife does not refinance the mortgage indebtedness as set forth hereinabove, Husband shall be permitted, by motion, to request the entry of an order providing that the real property shall be sold within one (1) year. Wife shall assume and pay in accordance with the terms of the existing mortgage, and she shall indemnify and hold harmless Husband from any and all liability, financial or otherwise, in connection with said mortgage.

4. **PERSONAL PROPERTY.** The parties have divided between themselves the furniture, furnishings, and personal belongings that were acquired during the marriage, and each party makes no claim to any property in the possession of the other party and by signing this document and quit claims any interest they might have to the pesonal property in possession of each party. The parties warrant that they are satisfied with the present distribution of any and all personal property.

5. **AFTER ACQUIRED PROPERTY.** The parties acknowledge that between the date of execution of this Agreement and entry of a Final Decree of Divorce, the

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parties may acquire additional property, real, personal, or mixed. The parties agree the purchaser shall own such after acquired property as his or her sole property free and clear of any interest or claim of the other.

6. **BANK ACCOUNTS.** The parties acknowledge each to the other that all joint bank accounts have been divided and/or closed. All funds on deposit in checking accounts, savings accounts, and similar institutional accounts styled in the individual name of either party shall be the sole and separate property of the party in whose name each such account is styled, free of any claim by the other party. The parties further warrant that they are otherwise satisfied with the present distribution of said bank accounts.

7. **DEBTS.** The parties agree they have incurred no joint debts during the marriage, including credit cards.

Husband agrees that he shall be solely and separately responsible for paying all debts heretofore contracted for or incurred solely by him and further agrees to hold Wife harmless and indemnify her from any liability for said debts, should any exist.

Wife likewise agrees that she shall be solely and separately responsible for paying all debts heretofore contracted for or incurred solely by her and further agrees to hold Husband harmless and indemnify him from any liability for said debts, should any exist.

The parties mutually agree, within thirty (30) days of the entry of the Final Decree of Divorce, to take the necessary steps to cancel any and all joint credit cards or accounts, should any such accounts exist.

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Notice pursuant to T.C.A. § 36-4-134: Each party hereby acknowledges that he or she has been advised that a divorce decree does not necessarily affect the ability of a creditor to proceed against him or her, or his or her property, even though he or she is not responsible under the terms of this Agreement for an account, any debt associated with an account, or any debt. It may be in each party's best interest to cancel, close or freeze any jointly held accounts.

8. **CREDIT.** The parties hereto agree that neither party shall charge or cause to be charged to the other party any purchases that either of them may make after this Agreement is entered into and shall not create any engagements or obligations in the name of or against the other, nor shall either party hereafter secure or attempt to secure any credit upon or in connection with the other. Each party warrants that there are not charges on the other's credit that have not been fully revealed to the other. If there are any such unrevealed charges, the party making such charges shall be responsible for the payment of those unrevealed charges. If there are any undisclosed credit cards a party has obtained in the parties' joint names or in the other party's name, the party obtaining the credit card shall be solely responsible for any and all charges made on the credit card. Either party may, by motion, enforce the provisions of this paragraph or ask that the other party be held in contempt of court.

9. **INCOME TAX:** If in connection with any joint federal or state income tax returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due therein shall be borne by the parties whose income, deduction, or misreporting resulted in the deficiency. If the deficiency is the result of the joint income, joint deductions or joint misreporting of the parties, the amount to be paid

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by each party will be determined by a pro rata share based upon the most recent twelve month average of the gross income of the parties at the time deficiency becomes due.

10. **2013 TAX RETURN:** In regards to filing taxes for the year 2012, the parties agree to file separately, and the parties further agree that the Wife shall claim both minor children for 2013 tax purposes. Any monies received by either party as a result of filing separately for tax year 2013 shall be free and clear of any claim from the other party.

Husband shall be solely responsible for the payment of any tax obligation owed as a result of filing his separate return for tax year 2013, and hold the Wife harmless on same. Wife shall be solely responsible for the payment of any tax obligation owed as a result of filing her separate return for tax year 2013, and hold the Husband harmless on same.

11. **NO TAX ADVICE OFFERED:** Counsel for the parties preparing this Agreement have not advised, nor will advise, the parties as to any tax consequences of any such transfer of both real and personal property, including but not limited to retirement benefits, 401(K) plans, IRAs, or other pension plans. Husband and Wife acknowledge that they have been advised to seek independent tax advice regarding the consequences of this Agreement from their own tax attorney or accountant.

12. **INSURANCE POLICIES.** Neither party has any life insurance policy. However, the parties agree to obtain any life insurance policies agreed upon in the Agreed Permanent Parenting Plan within thirty (30) days after the date of final hearing in this matter.

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13. **RETIREMENT ACCOUNTS.** Each party shall retain all right, title, and interest in the remaining retirement accounts in their individual names free and clear of any claim from the other party, should any such retirement account exist.

14. **SEPARATE PROPERTY.** Unless otherwise specified in this Agreement, each of the parties shall receive as his or her sole and separate property all furniture, furnishings, books, papers, photographs, class rings, and other personal property, which he or she owned, respectively, at the time of their marriage to each other. Moreover, each of the parties shall receive as his or her sole or separate property any non-monetary gifts of personal property which were given to him or her individually (not jointly) during their marriage. Each of the parties shall receive as his or her separate property his or her clothing, decorative jewelry, and other personal effects.

15. **VEHICLES.** The Husband is awarded, as his sole and separate property, the 2002 Oldsmobile Alero titled in his name, and Wife is divested of any interest she may have therein. The Husband shall be responsible for payments of all indebtedness, insurance, maintenance, repairs and all other expenses associated with this vehicle, and shall indemnify and hold the Wife harmless on same.

Further, the Husband is awarded, as his sole and separate property, the 1997 Jeep Grand Cherokee titled in his name, and Wife is divested of any interest she may have therein. The Husband shall be responsible for payments of all indebtedness, insurance, maintenance, repairs and all other expenses associated with this vehicle, and shall indemnify and hold the wife harmless on same.

The Wife is awarded, as her sole and separate property, the 2000 Saturn Wagon titled in her name, and Husband is divested of any interest he may have therein. The

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Wife shall be responsible for payments of all indebtedness, insurance, maintenance, repairs and all other expenses associated with this vehicle, and shall indemnify and hold the Husband harmless on same.

16. **DISCOVERY.** The parties acknowledge their respective rights, under the Tennessee Rules of Civil Procedure, to participate in written (Interrogatories, Request for Production of Documents, etc.) and/or oral (Depositions) discovery, as party of this divorce proceeding. However, each party waives his or her rights in that regard and wishes to settle this case under the terms contained in this Agreement, subject to the Court's approval.

17. **ATTORNEY'S FEES AND COURT COSTS.** The Husband shall be responsible for the payment of his own attorney's fees and discretionary costs. The parties agree to equally split the payment of the remaining Court Costs associated with this case of action.

18. **ALIMONY WAIVED.** Wife and Husband claim no alimony of any type either *pendente lite*, permanent, periodic, *in futuro*, *in solido*, rehabilitative or transitional, and waive any claim they might have thereto in any divorce action between them except elsewhere set out in this document.

19. **NO INTERFERENCE.** Each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. Neither shall molest the other, nor compel or endeavor to compel the other to cohabit or dwell with him or her.

20. **NONDISCHARGEABILITY.** Whenever one party is required by the terms of this Agreement to pay spousal support or alimony or to assume responsibility for

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paying certain debts and/or to indemnify and hold the other party harmless from any liability therefor, such obligation shall be deemed to be an obligation for support which is needed by the other party and which is not dischargeable in bankruptcy under 11 U.S.C. § 5232(a)(5) as to the other party.

21. **FULL DISCLOSURE:** The parties swear or affirm that there are no assets owned by them, either jointly or individually, and that they have no interest in any assets, which are not reflected and specifically named by the terms of this Agreement. The parties warrant and represent that they have made full disclosure to each other of all assets in which they have an interest. Should it develop that there were undisclosed assets, the party to whom the assets were not disclosed shall have a right to an equitable share of same. This claim is specifically reserved to each party and is not discharged by the remaining terms of this Agreement.

GENERAL PROVISIONS

22. Neither party shall be responsible for a debt incurred by the other party since the separation, and neither party shall have any interest in any asset acquired by the other party since the separation.

23. In the event that, at a future date, it becomes necessary for either party to institute legal proceedings to enforce this Agreement or any provision thereof, the successful party shall be entitled to a judgment for reasonable expenses, including attorneys' fees, and court costs, incurred in prosecuting the action.

24. The parties agree that any future disputes arising under this Marital Dissolution Agreement shall be governed by the laws of the State of Tennessee.

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25. The parties expressly understand and agree that this Agreement is intended to be a complete and 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 mutual relationship except as provided herein. This Agreement applies to all property now owned by Husband and Wife individually or jointly, or any property that either of them may acquire in the future. This Agreement contains the entire understanding of the parties. There are no representations, warranties, or promises other than those expressly set forth herein.

26. The parties acknowledge and agree that this Agreement shall be binding on and shall inure to the benefit of the parties hereto, their personal representatives, heirs, and assigns. The parties expressly acknowledge and agree that this Agreement is entered into without undue influence, fraud, coercion, misrepresentation, or any reason not stated herein. 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 that it is being entered into voluntarily by each of the parties, without undue influence or duress.

27. Each party acknowledges that they have provided the other party with a full and complete disclosure of their current personal holdings and assets, howsoever held, prior to the execution of this Agreement and based upon that information, the terms of this Agreement and the division of personal property has been relied upon by each party. Should it develop that there were undisclosed assets, the party to whom the assets were not disclosed shall have a right to an equitable share of same. This

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claim is specifically reserved to each party and is not discharged by the remaining terms of this Agreement.

28. Should any term of this Agreement be violated, justifiably causing the innocent party to pay a claim, debt, or prior obligation incurred by the wrongful party, the innocent party making such justifiable payment shall upon receiving court approval, be entitled to indemnity from the other party for the actual amount paid, attorney's fees actually incurred, and any interest actually paid, not to exceed the minimum rate allowable by law. Each party shall hold harmless and indemnify the other party in any other individual debt, especially any debt relating to property which has become the exclusive property of the party, except as otherwise provided herein.

29. It is understood and agreed between the parties that, as a part of the consideration for the execution of this Agreement, each party willingly executes and delivers any and all instruments necessary or required in order to implement the terms of this Agreement, upon their presentation to the other party.

30. In the event any provision of this Agreement shall be held invalid by a court of competent jurisdiction, such individual provision shall not affect the other provisions of this Agreement, said provisions being severable.

31. This Agreement may be altered, amended, or cancelled only by instrument in writing signed by each of the parties and approved by order of a court of competent jurisdiction.

32. This Agreement shall be exhibited to the court at the final hearing in the above-captioned matter and shall be incorporated into the final judgment of the court in said case.

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OATH

STATE OF TENNESSEE)

COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, JON SCOTT DOWNS (Husband), with whom I am personally acquainted, and who acknowledged that he executed the within Marital Dissolution Agreement for the purposes therein contained.

JON SCOTT DOWNS

CHRISTOPHER BOIARIO STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN. My Commission Expires OCT 18, 2015

Sworn and subscribed before me this 10 day of Oct., 2013.

NOTARY PUBLIC

My commission expires: 10/18/2016

Copy

OATH

STATE OF TENNESSEE)

COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, DARA PATRICIA DOWNS (Wife), with whom I am personally acquainted, and who acknowledged that she executed the within Marital Dissolution Agreement for the purposes therein contained.

Dara Downs

DARA PATRICIA DOWNS

CHRISTOPHER SOIANO
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires OCT 18, 2015

Sworn and subscribed before me this 10 day of Oct, 2013

NOTARY PUBLIC

My commission expires: 10/10/2015

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THIRD CIRCUIT

STATE OF TENNESSEE		DAVIDSON COUNTY
PERMANENT PARENTING PLAN ORDER ☐ PROPOSED X AGREED ☐ ORDERED BY THE COURT	FILED 2013 OCT 15 PM 4:11 RICHARD R. ROOKER, CLERK	FILE NO. 13D2911 *(Must be completed)* DIVISION 3RD CIRCUIT

PLAINTIFF *(Name: First, Middle, Last)*	DEFENDANT *(Name: First, Middle, Last)*
JON SCOTT DOWNS	DARA PATRICIA DOWNS
☐ Mother X Father	X Mother ☐ Father

FILED
2014 JAN 29 AM 11:09
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
- X is a new plan.
- ☐ modifies an existing Parenting Plan dated _____.
- ☐ modifies an existing Order dated _____.

Child's Name	Date of Birth
Caolan Downs	12/23/1998
Ruairi Downs	12/28/2002

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent is the Mother, DARA PATRICIA DOWNS.

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

Mother 285 days Father 80 days

B. DAY-TO-DAY SCHEDULE

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

From Friday at 6:00 P.M. *Day and Time* to Sunday at 6:00 P.M. *Day and Time*

☐ every week X every other week ☐ other: _____.

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

From _____ to _____
Day and Time *Day and Time*

☐ every week ☐ every other week ☐ other: _____.

This parenting schedule begins ☐ _____ **or** X date of the Court's Order.
Day and Time

C. HOLIDAY SCHEDULE AND OTHER SCHOOL FREE DAYS

Indicate if child or children will be with parent in ODD or EVEN numbered years or EVERY year:

	MOTHER	FATHER
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)	EVEN	ODD
Mother's Day	ALWAYS	NEVER
Memorial Day (if no school)	ODD	EVEN
Father's Day	NEVER	ALWAYS
July 4th	EVEN	ODD
Labor Day	ODD	EVEN
Halloween	EVEN	ODD
Thanksgiving Day & Friday	ODD	EVEN
Children's Birthdays	EVEN	ODD
Other School-Free Days	ODD	EVEN
Mother's Birthday	ALWAYS	NEVER
Father's Birthday	NEVER	ALWAYS
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_____.

D. FALL VACATION (*If applicable*)

The day to day schedule shall apply except as follows: The parties shall equally split Fall Vacation. During Odd Years Father shall have the 1st half and Mother shall have the 2nd half. During Even Years Mother shall have the 1st half and Father shall have the 2nd half beginning Fall Vacation 2013.

E. WINTER (CHRISTMAS) VACATION

The X mother ☐ father shall have the child or children for the first period from the day and time school is dismissed until December 25th at 1 P.M. X 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.

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Other agreement of the parents: _____

F. SPRING VACATION *(If applicable)*

The day-to-day schedule shall apply except as follows: The Parties shall equally split Spring Vacation. During Odd Years Father shall have 1st half and Mother shall have 2nd half. During Even Years Mother Shall have 1st half and Father shall have 2nd half Beginning Spring Vacation 2014.

G. SUMMER VACATION

The day-to-day schedule shall apply except as follows: Father shall have two (2) non-consecutive weeks with thirty (30) days notice to Mother beginning summer 2014.
Is written notice required? ☐ Yes X No. If so, _____ number of days.

H. TRANSPORTATION ARRANGEMENTS

The place of meeting for the exchange of the child or children shall be: Mother's place of residence.
Payment of long distance transportation costs *(if applicable):* ☐ mother ☐ father X both equally.
Other arrangements: _____.
If a parent does not possess a valid driver's license, he or she must make reasonable transportation arrangements to protect the child or children while in the care of that parent.

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

Supervised parenting time shall apply during the day-to-day schedule as follows:
☐ Place: _____.
☐ Person or organization supervising: _____.
☐ 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.

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B. MAJOR DECISIONS

Major decisions regarding each child shall be made as follows:

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

III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Father's gross monthly income is $1,257.00
Mother's gross monthly income is $3,902.00

1. The final child support order is as follows:
   a. The ☐ mother X father shall pay to the other parent as regular child support the sum of $303.00 ☐ weekly X 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:

   _____

2. Retroactive Support: A judgment is hereby awarded in the amount of $_____ to ☐ mother ☐ father against the child support payor representing retroactive support required under Section 1240-2-4.06 of the D.H.S. Income Shares Child Support Guidelines dating from _____ which shall be paid (including pre/post judgment interest) at the rate of $_____ per ☐ week ☐ month ☐ twice per month ☐ every two weeks until the judgment is paid in full.

3. Payments shall begin on the 1st day of November, 2013.

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 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. _____.
☐ income assignment not required; Explanation:_____.

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

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

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B. FEDERAL INCOME TAX EXEMPTION*

The X mother ☐ father is the parent receiving child support.

The Mother shall claim the following children: Caolan Downs and Ruairi Downs (each year)

The Father shall claim the following children: _____

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

C. PROOF OF INCOME AND WORK-RELATED CHILD CARE EXPENSES

Each parent shall send proof of income to the other parent for the prior calendar year as follows:

- IRS Forms W-2 and 1099 shall be sent to the other parent on or before February 15.
- A copy of his or her federal income tax return shall be sent to the other parent on or before April 15 or any later date when it is due because of an extension of time for filing.
- The 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:

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 ☐ mother ☐ father X pro rata in accordance with their incomes. After insurance has paid its portion, the parent receiving the bill will send it to the other parent within ten days. The other parent will pay his or her share within 30 days of receipt of the bill.

* NOTE: The child support schedule assumptions in the guidelines (1240-2-4-.03 (6)(b)) assume that the parent receiving the child support will get the tax exemptions for the child.

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If available through work, the X mother ☐ father shall maintain dental, orthodontic, and optical insurance on the minor child or children.

E. LIFE INSURANCE Also Mother will insure her life for a minimum of

If agreed upon by the parties, the ☐ mother X father ☐ both shall insure his/her own life in the minimum amount of $75,000 by whole life or term insurance. Until the child support obligation has been completed, each policy shall name the child/children as sole irrevocable primary beneficiary, with the X other parent ☐ other _____, as trustee for the benefit of the child(ren), to serve without bond or accounting.

$100,000 Listing Dave Sheehan as Trustee for the benefit of the minor children.

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

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

V. DISAGREEMENTS OR MODIFICATION OF PLAN

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

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

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

Copy

VI. RIGHTS OF PARENTS

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

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

Copy

VIII. PARENT EDUCATION CLASS

This requirement has been fulfilled by ☐ both parents ☐ mother ☐ father X 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.)*

Dana Downs — Nashville,
Mother — Date and Place Signed

Sworn to and subscribed before me this 10 day of Oct, 2013.

My commission expires: 12/12/16

Notary Public

CHRISTOPHER BOIANO NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY My Commission Expires OCT 18, 2016

Father — Nashville
Father — Date and Place Signed

Sworn to and subscribed before me this 10 day of Oct, 2013.

My commission expires: 12/12/16

Notary Public

APPROVED FOR ENTRY:

Attorney for Mother	*Christopher V. Boiano, Esq.* *Attorney for Father*
Address	*P.O. Box 160659* *Address*
Address	*Nashville, TN 37216* *Address*
Phone and BPR Number	*615-295-9738 / BPR: #030076* *Phone and BPR Number*

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

COURT COSTS (If applicable)

Court costs, if any, are taxed as follows:
Equally between the parties.

It is so ORDERED this the 29 day of January, 2014.

Judge or Chancellor

Copy

13D2911

Effective as of 7/22/2008

State of Tennessee - Department of Human Services

10/10/2013 - 9:55 AM

Child Support Worksheet

FILED

2014 JAN 29 AM 11:09

FILED

2013 OCT 15 PM 4:11

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:	Jonnie Paul Downs	X		
Name of Father:	Jon Scott Downs		X	
Name of non-parent Caretaker:				

TCSES case #:

Docket #:

Court name:

Name(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
Caolan Downs	11/22/1998	285	80	
Ruairi Downs	12/28/2002	285	80	

Part II. Adjusted Gross Income

				Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
	1	Monthly Gross Income		$ 3,902.00	$ 1,257.50	
	1a	Federal benefit for child		+	+	
Use Credit Worksheet	1b	Self-employment tax paid		-	-	
to calculate line items	1c	Subtotal		3,902.00	1,257.50	
1d - 1e	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)		$ 3,902.00	$ 1,257.50	
	2a	Combined Adjusted Gross Income	$5,159.50			
	3	Percentage Share of Income (PI)		76%	24%	

Part III. Parents' Share of BCSO

			Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
4	BCSO allotted to primary parent's household		$ 1140.00	$ 0.00	$ 0.00
4a	Share of BCSO owed to primary parent		$ 0.00	$ 273.60	
5	Each parent's average parenting time		N/A	N/A	
6	Parenting time adjustment		$ N/A	$ N/A	
7	Adjusted BCSO		$ 0.00	$ 273.60	

Copy

Child Support Worksheet

Part IV. Additional Expenses

		Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
8a	Children's portion of health insurance premium	$ 124.00	$	$
8b	Recurring uninsured medical expenses	$	$	$
8c	Work-related childcare	$	$	$
9	Total additional expenses	$ 124.00	$ 0.00	$ 0.00
10	Share of additional expenses owed	$ 0.00	$ 29.76	
11	Adjusted Support Obligation (ASO)	$ 0.00	$ 303.36	

Part V. Presumptive Child Support Order

		OBLIGATION	
12	Presumptive Child Support Order (PCSO)	$ 0.00	$ 303.00

* 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	$ 303.00
16	FCSO adjusted for Federal benefit, Line 1a, Obligor's column.	$ 0.00	$ 303.00

Comments, Calculations, or Rebuttals to Schedule

Preparer's Use Only

Name:

Title:

Date: 10/10/2013

Copy

Effective as of 7/22/2008 | State of Tennessee - Department of Human Services | 10/10/2013 9:55 AM

Excel Summary Sheet

ISSS - Income Shares Summary Screen

***Remember to click button any time you have made changes to previous sheets

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 RTD XX USERID XXXXXXX
DOCKET + # OF CHILDREN FOR THIS ORDER 0 NOTEPAD N
PARENTING TYPE WORKSHEET DATE 10/10/2013
MORE +

		MOTHER	FATHER	NP CTAKER
PI MOTHER 0% PI FATHER 0%				
EACH PARENT'S AVERAGE PARENTING TIME				
GROSS INCOME SUBTOTAL	LOW INCOME N (Y/N)			
CREDIT FOR CHILDREN				
CHILDREN'S PORTION INS				
RECURRING MEDICAL				
CHILDCARE (P / N / B)				
PCSO				
DEVIATION	SSA BENEFIT			
FCSO	OBLIGEE CHANGE _ (Y / N)	SV Y (Y/N)		

AA539 - I : Successful INQUIRE.
COMMAND ===>
1 = HELP 3 = EXIT 4 = PROMPT 5 = CLER 6 = NOTE 7 = BKWD 8 = FRWD 11 = ORDR 12 = ISCS 13 = ANRF

ISCS - Income Shares Children Screen

O/C	Name	DOB	IN Home	PRP/ARP

Copy

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Husband shall be and is hereby awarded an absolute divorce from the Wife; that the parties be restored to all the rights and privileges of unmarried persons, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties shall equally divide payment of any remaining Court costs in this matter.

IT IS FINALLY ORDERED, ADJUDGED AND DECREED that execution may issue to enforce any of the provisions of this Decree.

ENTERED, THIS THE 29 **DAY OF** January, **2014.**

JUDGE PHILLIP ROBINSON

APPROVED FOR ENTRY:

STEPHANIE A. BOIANO (#29098)
CHRISTOPHER V. BOIANO (#30076)
Boiano & Boiano, LLC
Attorneys for Plaintiff
P.O. Box 160659
Nashville, Tennessee 37216
P: 615-295-9738
F: 615-296-0390

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CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing document has been served on the following by (X) U.S. mail, postage prepaid; ( ) hand delivery; ( ) facsimile transmission to _____, hard copy by U.S. Mail:

Dara Patricia Downs
1120 Glenview Drive
Nashville, TN 37206

This the 29th day of January, 2014.

Stephanie Boiano
STEPHANIE A. BOIANO

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 29 day of JANUARY, 2014, in Docket Number 13D2911 between DOWNS, JON SCOTT ET.AL, Plaintiff, and DOWNS, DARA PATRICIA, 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 11 day of APRIL in the year two thousand seventeen and in the 240th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____
Deputy Clerk

[SEAL]

