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

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D.C.

KELLI DUNAWAY PHILLIPS,)
)
Plaintiff (WIFE),)
)
v.) Docket No. 13D2076
)
WILLIAM NATHANIEL PHILLIPS,)
)
Defendant (HUSBAND).)

FINAL DECREE OF DIVORCE

This cause came to be heard on the 17th day of June, 2014, before the Honorable Phillip Robinson, Judge for the Third Circuit of Davidson County, Tennessee upon the original Complaint for Divorce filed therein and Marital Dissolution Agreement and Parenting Plan submitted to this Court for approval, testimony of the Plaintiff in open Court, and statement of counsel, from all of which the Court finds that the parties have suffered irreconcilable differences;

It is, therefore, **ORDERED, ADJUDGED** and **DECREED** that the Plaintiff, Kelli Dunaway Phillips, is hereby awarded an absolute divorce from the Defendant, William Nathaniel Phillips, on the grounds of irreconcilable differences pursuant to TENN. CODE ANN. § 36-4-103(b), and that she be restored to all the rights and privileges of an unmarried person, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

It is further, **ORDERED, ADJUDGED** and **DECREED** that pursuant to TENN. CODE ANN. § 36-4-103(b), the Court affirmatively finds that the parties have appeared to make adequate and sufficient provisions by written agreement for the equitable settlement of property rights and debts between the parties and have also submitted a Parenting Plan.

It is further, **ORDERED**, **ADJUDGED** and **DECREED** that the Court approves the Marital Dissolution Agreement and Parenting Plan and the same are hereby incorporated in words and figures as follows:

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

FILED
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RICHARD R. ROOKER, CLERK
D.C.

KELLI DUNAWAY PHILLIPS,	)	
	)	
Plaintiff (WIFE),	)	
	)	
v.	)	**Docket No. 13D2076**
	)	
WILLIAM NATHANIEL PHILLIPS,	)	
	)	
Defendant (HUSBAND).	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is made and entered into by and between **KELLI DUNAWAY PHILLIPS** (hereinafter referred to as "Wife") and **WILLIAM NATHANIEL PHILLIPS**, (hereinafter referred to as "Husband") on this the _____ day of January, 2014.

WITNESSETH:

WHEREAS, the parties were married in Davidson County, Tennessee on May 26, 2001, and ever since have been and now are HUSBAND and WIFE; and

WHEREAS, the parties have experienced marital difficulties and desire to terminate their marriage based upon irreconcilable differences; and

WHEREAS, Wife has filed a divorce action in the Third Circuit Court for Davidson County, Tennessee; and

WHEREAS, the parties are living separate and apart, and they believe that there is no hope for reconciliation; and

WHEREAS, the parties have two (2) children born of this marriage; and

WHEREAS, both parties are aware of their possessions and obligations, and their legal rights and Wife is represented by Dana Trella Cary and Husband is not represented in the divorce proceeding, but has been advised of his right to counsel and had reasonable opportunity to the advice and counsel of separate legal representation in this cause;

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

I. DIVISION OF PROPERTY:

A. REAL ESTATE:

1. The parties own real estate located at 408 Springtime Court, Antioch, TN 37013.

2. The parties owe $107,901.99 as of September 17, 2013 to Ocwen Mortgage. Said mortgage is in both names.

3. The parties agree that the last payment made to Ocwen Mortgage was in December 2012 and that the total past due amount is $6,800.71.

4. The parties agree that a Foreclosure Notice was sent on May 10, 2013 regarding the Ocwen Mortgage.

5. The parties owe a second mortgage of $16,394.32 to Specialized Loan Servicing. Said mortgage is in both names.

6. The parties agree that as of July 22, 2013, the Specialized Loan Servicing mortgage was 477 days past due, that the last payment was made in March 2012.

7. Each party shall be entitled to speak to both mortgage companies personally at any time.

8. Husband, as of March 15, 2013 shall be solely responsible for all of the debts concerning the house. Further, he shall indemnify and hold harmless the Wife regarding any and all debts on said property as of March 15, 2013. Wife's name shall be removed from all household bills within thirty (30) days of the signing of this document. Husband shall be solely responsible for any and all property taxes and/or home owner's insurance regarding said property and shall indemnify and hold Wife harmless regarding said debts.

9. Husband shall pay all utilities due on the residence, and shall indemnify and hold Wife harmless on these obligations. The parties agree that, until the home is refinanced or sold the Husband shall maintain the interior and exterior of the home in an appropriate fashion for showing and selling the home.

10. No other withdrawals or expenses shall be paid from the home equity line of credit absent the express, written consent of both parties.

11. If Husband chooses to sell the house within the next year, the net equity, after payment of the selling costs, the mortgages and other expenses of sale, shall be divided 50/50 between the parties.

12. In the event that there is no net equity upon the sale of the house, the debt shall be the sole responsibility of Husband.

13. If Husband chooses to retain the house, Wife relinquishes all interest in the house, and Husband shall be entitled to 100% of the equity in the home and shall be responsible for 100% of any debts owed with the home.

14. Wife shall keep her name on the house until Husband refinances the house; once Husband refinances the house, Wife may remove her name on the house.

15. The parties agree that any property purchased after this agreement is entered into will be separate property and the parties will execute any documents necessary in furtherance thereof.

B. **PERSONAL PROPERTY:** The parties have already divided between themselves all of their untitled personal property acquired during the course of the marriage. All right, title and interest in and to the untitled marital personal property in the possession of Wife at the time of the execution of this Agreement shall be her sole and separate property, free and clear of all claims of Husband. All right, title and interest in and to the untitled marital personal property in the possession of Husband at the time of the execution of this Agreement shall be his sole and separate property, free and clear of all claims of Wife. The parties agree that any property purchased after this agreement is entered into will be separate property and the parties will execute any documents necessary in furtherance thereof.

C. **AUTOMOBILES:**

1. Husband shall retain the 2001 Cadillac Seville, VIN # 1G6KS54Y71U283199. All interest in said vehicle shall vest from WIFE to HUSBAND. HUSBAND shall hold WIFE harmless for any debt encumbering said vehicle.

2. Husband shall retain the Dodge Ram, VIN # 1B7HC16X2XS270219. All interest in said vehicle shall vest from WIFE to HUSBAND. HUSBAND shall hold WIFE harmless for any debt encumbering said vehicle.

3. Wife shall retain the Ford Expedition, VIN # 1S1FMPU161X1LAS9185 All interest in said vehicle shall vest from HUSBAND to WIFE. WIFE shall hold HUSBAND harmless for any debt encumbering said vehicle.

D. BANK ACCOUNTS:

1. The parties acknowledge a SunTrust Joint Checking account, account number 7021204024, balance of which is $0. Wife shall execute the proper documentation, if necessary, to have her name removed from above account.

2. The parties acknowledge a SunTrust Checking account in the Wife's name, solely, account number 1000158011055. Wife shall be awarded aforementioned savings account solely in her name and Husband shall be divested of any right, title, or interest therein.

4. The parties acknowledge a SunTrust Checking account in the Husband's name, solely, account number 70260000622. Husband shall be awarded aforementioned savings account solely in his name and Wife shall be divested of any right, title or interest therein.

4. The parties acknowledge a SunTrust Savings account in the Husband's name, solely, account number 1000160246525. Husband shall be awarded aforementioned savings account solely in his name and Wife shall be divested of any right, title or interest therein.

5. Each of the parties is awarded the contents of any additional checking, savings or other bank account listed in his or her name individually, free and clear of any claim of the other party.

6. The parties have no joint investment accounts.

E. **RETIREMENT:** Both parties, by virtue of their signatures to this agreement, hereby agree that each party will keep their own retirement accounts. Wife relinquishes any and all rights to the Husband's retirement account, and the Husband relinquishes any and all rights to the Wife's retirement account.

F. **FEDERAL TAX REFUNDS:** The parties shall file separate returns for the 2013 tax year.

G. **INSURANCE**

1. Husband and Wife shall provide for their own respective insurance.

2. Husband is not currently covered under Wife's Health insurance carrier Amerigroup, account number 715472105.

3. Insurance for the children is set forth in the Parenting Plan attached.

II. DEBTS

A. **INDEBTEDNESS:**

1. Each party agrees to be responsible for their own separate debts and to hold the other party harmless for payment of same.

2. The parties have no joint credit cards.

3. Husband filed for Chapter 13 bankruptcy in Tennessee on September 24, 2013, case 13-08373. Husband shall indemnify and hold Wife harmless for any of his debt.

4. Husband is responsible for all debt on the house, which is included in his bankruptcy case. Husband shall indemnify and hold Wife harmless for any of his debt regarding the house.

5. With respect to each party's responsibility for payment of certain debts and liabilities, and their obligation for payment of certain debts and liabilities, and their obligation to hold each other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under the U.S. Bankruptcy Code, this obligation being part of the final support settlement for both parties.

6. See Exhibit "A."

B. **COURT COSTS:** The parties shall equally pay the court costs in this cause unless this matter becomes contested.

C. **ATTORNEY'S FEES:** Each party is responsible for his or her own attorney's fees.

III. SUPPORT & MAINTENANCE

A. **SPOUSAL SUPPORT**: There is no provision for spousal support in this Agreement.

B. **CHILD SUPPORT**: The parties have agreed to and entered into a Permanent Parenting Plan providing for the children's residential schedule, medical and dental insurance and expenses, and child support consistent with the Tennessee Child Support Guidelines.

C. **PARENTING APART**: The parties each agree that they will attend the Parenting Class within ninety (90) days of the signing of this Agreement.

D. **MAIDEN NAME**: Plaintiff chooses not to be restored to her maiden name.

IV. MISCELLANEOUS:

A. **Withdrawal of Counsel of Record**. Upon the entry of the Final Decree of Divorce in this matter, the attorneys of record shall be released from any further representation of their respective clients and shall no longer be held as surety for subsequent Court costs.

B. **Legal Advice.** 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 this Agreement is fair and equitable and that it is being entered into voluntarily and with advice of counsel, or with the opportunity to obtain the advice of counsel. Wife is represented by Dana Trella Cary. Also, it is acknowledged that the Defendant had reasonable opportunity to the advice and counsel of separate legal representation in this cause before signing and reviewing this Marital Dissolution Agreement.

C. **Mutual Agreement and Release.** Except as expressly provided in this Agreement, each party hereby waives, releases, renounces and forever discharges all claims, causes of action, rights or demands, known or unknown, past, present or future, which he or she now or hereafter has, might have, or could claim to have against the other by reason of any matter, thing or cause whatsoever, arising prior to the date of this Agreement. Nothing in this paragraph shall be deemed to prevent either party from enforcing the terms of this Agreement or from asserting any rights or claims expressly reserved to either party in this Agreement.

D. **Expenses of Enforcement.** In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any of the provisions of this Agreement, the prevailing party shall be entitled to a judgment for his or her expenses, including reasonable attorney's fees, incurred in prosecuting or defending this action. No breach, waiver, or default of any of the terms of this

Agreement, not prosecuted by the offended party, shall constitute a waiver of any subsequent breach or default of any of the terms of this Agreement.

E. **Modification of Agreement**. This Agreement may be altered, amended, or canceled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

F. **Further Documents**. It is understood and agreed between the parties that, as part of the consideration for the execution of this Agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

G. **Full Knowledge**. The parties hereto agree and acknowledge that this Agreement is entered into by each of them with full knowledge on the part of each of them to the extent and probable value of all property and estate of the parties jointly and personally. Each of the parties hereby forever releases and surrenders all of his or her right, title and interest, marital and otherwise in and to all of the estate whether real, personal, tangible, or mixed not owned of hereinafter acquired of or by the other party except as he or she may be bound by the promises and covenants contained in this Agreement.

H. **Dissipation of Property**. The parties agree that they will not remove, sell, mortgage, or in any manner dissipate or damage the real or personal property of the other party located in the homeplace or otherwise, either held jointly or severally, pending a final hearing for divorce.

I. **Bankruptcy**. With respect to each party's responsibility for payment of certain debts and liabilities and their obligation to hold the other harmless for the payment

thereof, the parties understand and agree that their obligation shall not be able to be discharges as a debt under the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. The parties further agree that notwithstanding the fact that either party may subsequently be discharged under the Bankruptcy Code, that the Court in which this divorce action is heard, shall continue to have the power to enforce the terms and conditions of this Agreement by such powers or means as the Court may deem necessary, and that for this reason, all questions pertaining to the enforcement of the terms and conditions of this Agreement are reserved by the Court and continued under advisement by the Court for such further action as the Court may deem necessary.

J. **Severability**. Should any Court hold that any portion of this Agreement is invalid, the remainder shall be in full force and effect and the invalid portion shall be struck from the Agreement or modified as the Court shall order.

K. **No Harassment**. Both parties agree not to molest, harass, interfere with, or impose any restraint upon the other, except as set out in this Agreement.

L. **Full and Final Settlement**. The parties hereto, exclusive of the terms and provisions of this instrument, each waive all right, title and interest, choate and inchoate, in and to the property and estate of the other by way of expectancy or reversion or otherwise including marital, insurance, contractual and all other rights by way of dower, homestead exemption, alimony, or otherwise, in present or in expectancy as to any and all property and estate of the other, and each of the parties do hereby release and discharge the other from any and all control, claims, demands, actions or causes of action, except as to the obligations imposed by this instrument or by the Court's decree, this being intended as full, final, and complete settlement of the property, marital, and other rights of the parties hereto.

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

N. **Full Disclosure**. The parties have fully disclosed to each other all of their marital assets, including the value of those assets.

Signed this 1 day of April, 2014 as to the Wife

and this 15th day of April, 2014 as to the Husband.

Kelli Dunaway Phillips, Plaintiff

William Nathaniel Phillips, Defendant

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 1ST day of APRIL, 2014, before me personally appeared **Kelli Dunaway Phillips**, known to me or proved to me on the basis of satisfactory evidence, to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand, at office, this 1ST day of APRIL, 2014.

Notary Public

My commission expires: My Commission Expires October 18, 2016

GORDON WEIGLE STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 1ST day of APRIL, 2014, before me personally appeared **William Nathaniel Phillips,** known to me or proved to me on the basis of satisfactory evidence, to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Witness my hand, at office, this 1ST day of APRIL, 2014.

Notary Public

My Commission Expires
My commission expires: October 18, 2016

GORDON WEIGLE
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.



EXHIBIT NO. A

CREDITOR'S LANGUAGE

NOTICE: Pursuant to T.C.A. §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 this decree for an account, any debt associated with an account or any debt. It may be in a party's best interest to cancel, close or freeze any jointly-held accounts.

6/17/14

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RICHARD R. ROOKER, CLERK
D.C.

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

KELLI DUNAWAY PHILLIPS,	)	
	)	
Plaintiff (WIFE),	)	
	)	
v.	)	Docket No. 13D2076
	)	
WILLIAM NATHANIEL PHILLIPS,	)	
	)	
Defendant (HUSBAND).	)	

FILED
2014 JUN 17 PM 12:37
RICHARD R. ROOKER, CLERK
D.C.

PERMANENT PARENTING PLAN ORDER

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 through 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 _____

Children's Names	Date of Birth
William Joseph Phillips	1/26/2002
Morgan Taylor Phillips	4/5/2005

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent is Kelli Dunaway Phillips.

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

Mother 182.5 days Father 182.5 days

B. DAY-TO-DAY SCHEDULE

The [X] mother [ ] father shall have responsibility for the care of the child(ren) except at the following times when the other parent shall have responsibility.

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

[ ] every week [X] every other week [ ] other: _____

The [ ] mother [ ] father shall also have responsibility for the care of the child(ren) 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.

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 Vacation	See Christmas Vacation
Martin Luther King Day	See day to day schedule	See day to day schedule
President's Day	See day to day schedule	See day to day schedule
Good Friday to Easter *(unless otherwise Coinciding with Spring Break)*	See day to day schedule	See day to day schedule
Mother's Day	Every	Never
Memorial Day	See day to day schedule	See day to day schedule
Father's Day	Never	Every
July 4th	Even	Odd
Labor Day	Odd	Even
Halloween	Even	Odd
Thanksgiving to Sunday	Odd	Even
Children's Birthdays	Even	Odd
Other School-Free Days	See day to day schedule	See day to day schedule
Mother's Birthday	Every	Never
Father's Birthday	Never	Every

A holiday shall begin at 6:00 p.m. on the night preceding the holiday and end at 6:00 p.m. the night of the holiday, unless otherwise noted here: _____

D. FALL VACATION *(If applicable)*

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

E. WINTER (CHRISTMAS) VACATION

The day-to-day schedule shall apply except as follows: Whomever has the children the week of the holiday, shall keep the children that week but have a night over that holiday at their residence.

Other agreement of the parents: _____

F. SPRING VACATION *(If applicable)*

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

G. SUMMER VACATION

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

H. TRANSPORTATION ARRANGEMENTS

The place of meeting for the exchange of the child(ren) shall be: parent picking up the children shall pick them up at the other parent's residence.

Payment of long distance transportation costs *(If applicable)*: [ ] mother [ ] father
[X] both equally [ ] other: _____

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(ren) 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:

_____
_____

Nothing in this Parenting Plan shall prevent the parties from deviating from the schedules by mutual agreement.

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:

Education 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 $ 2,487.362
Mother's gross monthly income is $ 1,256.67

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 $ 239.00 [ ] weekly [X] monthly [ ] twice per month [ ] every two weeks.

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 requesting 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 the $_____ per [ ] week [ ] month [ ] twice per month [ ] every two weeks until the judgment is paid in full.

3. Payments shall begin on the _____ day of _____, 2013.

This support shall be paid:

[X] directly to the other parent

[ ] to the Central Child Support Receiving 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 number: _____

[X] other: The parties shall split equally all books, expenses and extracurricular activities related to school.

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

B. FEDERAL INCOME TAX EXEMPTION*

Neither party is receiving child support.

The Mother shall claim the following children: William Joseph Phillips

The Father shall claim the following children: Morgan Taylor Phillips

The [X] mother [X] father may claim the exemptions for the child(ren) 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: [ ] alternating years starting _____ _____ [X] each year [ ] other: _____

The [X] mother [X] 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.
- 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.

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* 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.

D. HEALTH AND DENTAL INSURANCE

Reasonable health insurance on the child(ren) will be:

[ ] maintained by the mother
[ ] maintained by the father
[X] 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.

If available through work, the [ ] mother [ ] father shall maintain dental, orthodontic, and optical insurance on the minor child(ren).

E. LIFE INSURANCE

The [ ] mother [ ] father [X] both shall insure his/her own life in the minimum amount of $ 250,000 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 [X] the other parent, as trustee for the benefit of the children, to serve without bond or account, [ ] other _____

_____

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

The child(ren) is/are scheduled to reside the majority of the time with the [X] 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 AND 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 [ ] certified mail [ ] other: ___

_____

In 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, 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(ren) at least twice a week at reasonable times and for a reasonable durations;

(2) The right to send mail to the child which the other parent will not open or censor;

(3) The right to receive notice and relevant information as soon as practical 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 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, 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 the 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 such parent or such parent's family by the other parent to 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, including, but not limited to, the following:

i. School activities;

ii. Athletic activities;

iii. Church activities; and

iv. Other activities as to which 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; and,

(9) The right of access and participation in education on the same basis that is provided to all parents. This includes the right of access to the minor child(ren) for lunch and other activities. However participation or access must be reasonable and not interfere with the 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 follows:

(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 [X] mother [ ] father [ ] neither. Failure to attend the parent education class within sixty (60) days of this order is punishable by contempt.
Parenting Seminars have been waived due to Defendant's failure to participate. However, Mother would like Father to attend Parenting Seminars.

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).*

Mother

4.1.2014
Date and Place Signed

Sworn to and subscribed before me this 1ST day of APRIL 2014.

My Commission Expires
My commission expires: October 18, 2016

Notary Public

GORDON WEIGLE STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Father

4/1/2014
Date and Place Signed

Sworn to and subscribed before me this 1ST day of APRIL 2014.

My Commission Expires
My commission expires: October 18, 2016

Notary Public

GORDON WEIGLE STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

APPROVED FOR ENTRY:

Dana Trella Cary, Attorney at Law

DANA TRELLA CARY, #23936
Attorney for the Mother
Post Office Box 50422
Nashville, Tennessee 37205
(615) 891-1907

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:
Divided equally.

It is so ORDERED this the 17 day of June, 2014.

JUDGE PHILLIP ROBINSON

Effective as of 7/22/2008

State of Tennessee - Department of Human Services

Child Support Worksheet

4/30/2014 - 12:26 PM

FILED FILED

Part I. Identification

2014 JUN -7 PM 12:27 2014 MAY -2 AM 9:36

RICHARD R. ROGERS, CLERK RICHARD R. ROGERS, CLERK

Indicate the status of each parent or caretaker by placing an "X" in the appropriate column		PRP	ARP	SPLIT
Name of Mother:	Kelli Dunaway Phillips	X		
Name of Father:	William Nate Phillips		X	
Name of non-parent Caretaker:				
TCSES case #:				
Docket #:				
Court name:	D.C.			

Name(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
William Joseph Phillips	1/26/2002	182.5	182.5	
Morgan Taylor Phillips	4/5/2005	182.5	182.5	

Part II. Adjusted Gross Income

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

		Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
1	Monthly Gross Income	$ 1,256.67	$ 2,487.62	
1a	Federal benefit for child	+	+	
1b	Self-employment tax paid	-	-	
1c	Subtotal	1,256.67	2,487.62	
1d	Credit for in-home children	- 0.00	- 0.00	
1e	Credit for not-in-home children	- 0.00	- 0.00	
2	Adjusted Gross Income (AGI)	$ 1,256.67	$ 2,487.62	
2a	Combined Adjusted Gross Income	$3,744.29		
3	Percentage Share of Income (PI)	34%	66%	

Part III. Parents' Share of BCSO

4	BCSO allotted to primary parent's household	$ 982.00	$ 0.00	$ 0.00
4a	Share of BCSO owed to primary parent	$ 0.00	$ 648.12	
5	Each parent's average parenting time	N/A	182.5	
6	Parenting time adjustment	$ N/A	$ -333.88	
7	Adjusted BCSO	$ 0.00	$ 314.24	

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	$	$	$
8b	Recurring uninsured medical expenses	$	$	$
8c	Work-related childcare	$	$ 220.00	$
9	Total additional expenses	$ 0.00	$ 220.00	$ 0.00
10	Share of additional expenses owed	$ 74.80	$ 0.00	
11	Adjusted Support Obligation (ASO)	$ 74.80	$ 314.24	

Part V. Presumptive Child Support Order

		OBLIGATION	
12	Presumptive Child Support Order (PCSO)	$ 0.00	$ 239.00

* 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

14	Deviations (Specify):	$	$

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

15	Final Child Support Order (FCSO)	$ 0.00	$ 239.00
16	FCSO adjusted for Federal benefit, Line 1a, Obligor's column.	$ 0.00	$ 239.00

Comments, Calculations, or Rebuttals to Schedule

Preparer's Use Only

Name: Dana Trella Cary Date: 4/30/2014

Title: Attorney for Mother

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:	Kelli Dunaway Phillips	X		
	Name of Father:	William Nate Phillips		X	
	Name of non-parent Caretaker:				
	TCSES case #:				
	Docket #:				
	Court name:				

Part II. Other 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 from CS worksheet	$ 1,256.67	$ 2,487.62

In-Home Children

2 Below, list qualified children living in the parent's home (if none, skip to line 6):

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

			Mother	Father
	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 (if none, skip this Part):

			Mother	Father
	7	Number of qualified children not living in the parent's home	# 0	# 0
	8	Average documented monetary support over last 12 months	$	$
	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

Additional Credit Sheet

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 Birth

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 Birth

Excel Summary Sheet

FILED
2014 MAY -2 AM 9:38
RICHARD R. ROGERS, CLERK

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 XXXXXXXXXXXXXX ID 000000000 RTD XX OFFICE 000
CP XXXXXXXXXXXXXX ID 000000000 RTD XX USERID XXXXXX
DOCKET + # OF CHILDREN FOR THIS ORDER 2 NOTEPAD N
PARENTING TYPE ST - STANDARD PARENTING WORKSHEET DATE 4/30/2014
MORE +

	MOTHER	FATHER	NP CTAKER
PI MOTHER 34% PI FATHER 66%			
EACH PARENT'S AVERAGE PARENTING TIME	0	182.5	
GROSS INCOME SUBTOTAL LOW INCOME N (Y/N)	1256.67	2487.62	
CREDIT FOR CHILDREN	0.00	0.00	
CHILDREN'S PORTION INS	0.00	0.00	
RECURRING MEDICAL	0.00	0.00	
CHILDCARE B (P / N / B)	0.00	220.00	
PCSO	0.00	239.00	

DEVIATION 0.00 SSA BENEFIT 0.00
FCSO 239.00 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
O	William Joseph Phillips	1/26/2002		
O	Morgan Taylor Phillips	4/5/2005		

It is further, **ORDERED, ADJUDGED** and **DECREED** that the provisions of said Marital Dissolution Agreement and Parenting Plan are hereby approved and made the judgment of this Court.

It is further, **ORDERED, ADJUDGED** and **DECREED** that the cost of the cause will be assessed, one-half to Plaintiff and one-half to Defendant, from all such orders and judgments of execution shall issue if necessary.

IT IS SO ORDERED.

ENTERED this the 17 day of June, 2014.

JUDGE PHILLIP ROBINSON

APPROVED FOR ENTRY:

Dana Trella Cary #23936
Attorney at Law
Post Office Box 50422
Nashville, Tennessee 37205
(615) 891-1907

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Order has been served via U.S. mail, postage prepaid, to Nathaniel Phillips, 408 Springtime Court, Antioch, Tennessee 37013 on 17th day of June, 2014.

Dana Trella Cary

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 25 day of JUNE, 2014, in Docket Number 13D2076 between PHILLIPS, KELLI DUNAWAY, Plaintiff, and PHILLIPS, WILLIAM NATHANIEL, 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 JULY in the year two thousand seventeen and in the 241st year of American Independence.

RICHARD R. ROOKER, Clerk,

[SEAL]

By: _____
Deputy Clerk