BILL GARRETT, Davidson County
Trans:T20170069296 DEEDDIV
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Fees:167.00 Taxes:0.00
20170810-0082063

STATE OF TENNESSEE

I, RICHARD R. ROOKER, Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the FOURTH Circuit Court for Davidson County, Tennessee, on the 04 day of JUNE, 2014, in Docket Number 12D868 between HANCOCK, JOEL EDWARD II, Plaintiff, and HANCOCK, TIMICA LASHAWN, 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 10 day of AUGUST in the year two thousand seventeen and in the 241st year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____
Deputy Clerk

[SEAL]

IN THE 4TH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2014 JUN -4 PM 4:33

RICHARD R. ROOS, D.C.

JOEL HANCOCK,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	NO. 12D-868
	)	Order of Protection No.: 12D-820
TIMICA HANCOCK,	)	
	)	NOTICE OF ENTRY REQUESTED
Defendant.	)	

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 4th day of June, 2014 , before the Honorable ~~Philip~~ Carol ~~Smith~~ Solomon, sitting by interchange, Judge, upon the Wife's Counter Complaint for Absolute Divorce filed on December ~~12th~~ 14th, 2012 and served by mail on the Husband on December ~~12th~~ 14th, 2012, the parties having entered into a notarized Marital Dissolution Agreement, and the entire record herein, from all of which the Court finds that an allegation of the Counter Complaint ~~are~~ is sustained by the proof; that is. that the parties have irreconcilable differences.

The Court further finds that the Marital Dissolution Agreement and Parenting Plan make adequate and sufficient provision for the custody and maintenance of the minor children of the parties and for the equitable settlement of any property rights between the parties.

IT IS THEREFORE ORDERED AND ADJUDGED that the Marital Dissolution Agreement and the Parenting Plan executed by the parties are approved and entered as Orders by the Court and incorporated herein as follows:

FILED

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

2014 APR 29 PM 3:39

RICHARD R ROOKER, CLERK

JOEL HANCOCK,	)	
	)	
Plaintiff/Husband,	)	
	)	
v.	)	DOCKET NO. 12D-868
	)	Order of Protection No. 12D-820
TIMICA HANCOCK,	)	
	)	
Defendant/Wife.	)	

MARITAL DISSOLUTION AGREEMENT

This Agreement is made between TIMICA HANCOCK, hereinafter called Wife, and JOEL HANCOCK, hereinafter called Husband.

WITNESSETH:

WHEREAS, these parties have been married since May 2, 2008, and there have been two minor children born of this union, namely Trenia Hancock, born January 12, 1999; Jarius Hancock, born January 6, 2005; and,

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereinafter more fully set forth and for other good and valuable considerations, the parties agree as follows:

1. PARENTING RESPONSIBILITIES:

The parties shall support and care for their children as set forth in their Parenting Plan which is attached hereto as Exhibit A and in the Wage Assignment Order attached as Exhibit B.

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2. MUTUAL UNDERSTANDING:

That each of said parties is fully and completely informed of the financial and personal status of the other, and each of the parties has given full and mature thought to the making of this agreement, and all of the obligations contained herein, and that each of said parties understands that the agreements and obligations assumed by the other are assumed with the express understanding and agreement that they are in full satisfaction of all obligations which each of said parties now has of might hereafter or otherwise have toward the other. This Agreement is not made in collusion with each other, and it is understood that in the case of a divorce on fault grounds, proof must be presented to the Court of those grounds sufficient to establish the merits of the claim.

3. NO INTERFERENCE:

Each party shall be free from the interference, authority and control, either directly or indirectly, by the other, as fully as if he or she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

4. DIVORCE:

Timica Hancock shall be awarded an absolute divorce upon the grounds of irreconcilable differences.

5. MEDICAL EXPENSES:

Each party shall furnish his or her own medical and dental insurance from the date of the Final Decree of Divorce.

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6. REAL PROPERTY:

The house and lot titled in the parties' names shall be vested solely in Wife. Wife shall refinance house solely in her name within 90 days of the Final Divorce Decree. Husband shall be divested of all right, title and interest in said property; and all right, title and interest in said property shall be vested in Wife. Said property is located at 512 Rothwood Ave., Nashville, TN 37115, and is more specifically described in Instrument No. 00011550-0000027, of the Register of Deeds Office, Davidson County, Tennessee, as follows:

Lot 17 Covington Place 054X083XIRR; Parcel Identification 052 01 0B 017.00

7. VEHICLES:

A. Wife shall maintain all right, title and interest to the 2006 Chrysler, VIN 2c3JA53GX5H627819, in her possession and titled in the name of Wife. Husband shall be divested of any interest in the vehicle. Wife shall be responsible for all current and future indebtedness which is secured by said automobile and hold Husband harmless thereon.

B. Husband shall maintain all right, title and interest to the 2005 Chevrolet Silverado, VIN [redacted], in his possession and titled in the name of Husband. Wife shall be divested of any interest in the vehicle. Husband shall be responsible for all current and future indebtedness which is secured by said automobile and hold Wife harmless thereon.

8. PERSONAL PROPERTY AND HOUSEHOLD FURNISHINGS:

During the marriage the parties have accumulated household furniture, furnishings, miscellaneous other personal property and personal effects. The parties have equitably divided their property.

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9. INDEBTEDNESS:

A. Husband shall pay all outstanding indebtedness in the Husband's sole name. Husband shall hold the Wife harmless from any liability thereon and indemnify Wife for any liability incurred, except as stated herein.

B. Wife shall pay all outstanding indebtedness in the Wife's sole name except those listed herein. Wife shall hold the Husband harmless from any liability thereon and indemnify Husband for any liability incurred.

C. Husband shall pay all of the outstanding debt on the 2005 Ford Freestar VIN# [redacted], titled in the name of both parties. Husband shall hold Wife harmless from any liability thereon and indemnify Wife for any liability incurred.

D. In the event a creditor of either party seeks to compel the other party to pay any debt for which that party is not responsible, either by contract or pursuant to the terms of this Agreement, the party against whom the claim is made shall be entitled to recover from the other party the amount of any payment he or she makes, including interest and any expenses incurred in defending the creditor's claim, including reasonable attorney fees.

E. All medical bills of the minor children of the marriage shall be equally divided between the parties through the entry of the Final Decree of Divorce. Said bill are attached hereto as Exhibit A. The Husband shall tender his 1/2 payment of all said medical bills to the respective creditor within 30 days of the entry of the Final Decree. Husband shall produce proof of payment to the Wife within 7 days of payment.

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10. RETIREMENT PLANS:

A. Wife shall be awarded any retirement, pension, and/or 401K plans in her individual name and Husband shall waive any claim he may have in said benefits maintained in Wife's name. Currently, Wife's retirement through the State of Tennessee is approximately $3,500.

B. Husband shall be awarded one-half (1/2) of any retirement, pension and/or 401K plans in his individual name as of the date of the entry of this Final Decree, plus the value of the Wife's State Retirement on the same date. Currently, Husband's retirement through Conway Freight is approximately $22,000. Wife shall cause a QDRO to be produced and executed to cause the transfer of said funds to the Wife. Husband shall make every effort to cooperate with the Wife to complete the transfer.

C. Wife shall retain ownership of any life insurance policy in her individual name and Husband shall waive any claim he may have in said policy maintained in Wife's name.

D. Husband shall retain ownership of any life insurance policy in his individual name and Wife shall waive any claim she may have in said policy maintained in Husband's name.

E. Life insurance beneficiaries shall be as outlined in the Permanent Parenting Plan executed and made a part of the parties Final Decree of Divorce.

11. BANK ACCOUNTS:

A. Wife shall have all funds on deposit in bank accounts, including checking accounts, savings accounts, money market accounts, and/or certificates of deposit, unless

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otherwise addressed in this Agreement, styled in her individual name and shall be considered her sole and separate property. These accounts shall be free of any claim by Husband.

B. Husband shall have all funds on deposit in bank accounts, including checking accounts, savings accounts, money market accounts, and/or certificates of deposit, unless otherwise addressed in this Agreement, styled in his individual name and shall be considered his sole and separate property. These accounts shall be free of any claim by Wife.

12. BUSINESSES:

The parties do not own any business.

13. ALIMONY:

Both parties agree to waive any claim to alimony past, present or future.

14. PERMANENT INJUNCTION:

Husband is permanently restrained and prohibited from molesting, harassing, assaulting, threatening or harming the Wife in any manner whatsoever.

15. STATUTORY NOTICE REGARDING CREDITORS:

Pursuant to T.C.A. § 36-4-134(a), you are hereby given notice that the issuance of a Final Decree of Divorce does not necessarily affect the ability of a creditor to proceed against a party to the divorce or that party's property. This is the case even though the party is not responsible under the terms of the Final Decree of Divorce for an account or any debt associated with an account. Therefore, you are hereby advised that it may be in a party's best interest to cancel, close, or freeze any jointly held accounts.

16. CREDITOR CLAIMS:

In the event a creditor of either party makes a claim against the other party that is upheld by a court of competent jurisdiction to pay any debt for which that 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 other party the amount of any payment he or she makes, including interest, and any expenses incurred in defending against the creditor's claim, including reasonable attorney's fees.

17. NON-COMPLIANCE:

Should either party incur any expense or legal fees as a result of the breach of any portion of this Marital Dissolution Agreement by the other party, the Court shall award reasonable attorney's fees and suit expenses to the non-defaulting party. No breach, waiver or default of any terms of this agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this Agreement.

18. SEVERANCE:

Should the 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 for the Agreement of modified as the Court shall order.

19. MODIFICATION:

A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement, and approved by the Court if such approval is required. Failure of either party to insist upon strict performance

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of any provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same and similar nature.

20. COMPLETE DISCLOSURE:

Each party has made a full and complete disclosure of his or her assets and liabilities.

21. LATER-DISCOVERED ASSETS:

The parties acknowledge that to the best of their knowledge, there are no assets or liabilities that are not reflected by the terms of this Agreement. The parties warrant and represent that they have made full disclosure to each other of all assets and liabilities, regardless of the completion or non-completion of formal discovery in this cause, and that the individual values placed upon the assets and debts addressed herein are fair and accurate.

22. EXECUTION OF INSTRUMENTS:

It is agreed that either party shall promptly execute any and all documents of any and every kind and character for the other which may be necessary and proper to carry out the terms of this Agreement.

23. REPRESENTATIONS:

The parties represent to each other as follows:

Each party fully understands the facts and has been fully informed of his or her legal rights and obligations and each is signing this Agreement freely and voluntarily, intending to be bound by it.

Each understands and agrees that this Agreement constitutes the entire contract of the parties. It supersedes any prior understandings or agreements between them upon the subjects

covered in this Agreement. There are no representations or warranties other than set forth herein.

Both parties specifically acknowledge that they understand the terms of this Agreement, and that they have either consulted with, or have had the opportunity to consult with, legal counsel prior to entering into this Agreement, and they further acknowledge and represent that they have reviewed this Agreement independently of each other and their respective counsel.

It is further understood and agreed that the terms and provisions of this Marital Dissolution Agreement may be incorporated into any decree of divorce which may hereafter be obtained by either party, and the issues of property, debts and child support shall be enforceable by contempt proceedings, if necessary. The parties understand that a Court of competent jurisdiction must accept this Agreement as being equitable and fair prior to its having a binding effect as a Court Order. This instrument is being entered into by the parties of their own free will and accord, free from any undue or improper influence, fraud, coercion, duress or misrepresentation.

24. MARRIED NAME:

Wife shall retain her married name of Timica Hancock.

25. TAX ADVICE:

Counsel preparing this Agreement has not advised, nor will advise, the parties as to any consequence of any such transfer of both real and personal property, including but not limited to stock(s), franchise ownership, retirement benefits, 401K plans, IRAs or other pension plans, and have advised each party to seek other independent advice as to tax consequences and penalties of transfer, if any.

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26. INCOME TAX:

The parties shall file separately their federal income tax return for tax year 2013. The parties shall continue to file separately for all years thereafter.

27. ATTORNEY FEES, COURT COSTS, AND MEDIATION FEES:

The parties shall be responsible for their own respective attorney's fees incurred in this cause. Husband shall be responsible for paying the court costs assessed in this cause.

WITNESS our hands on the day and date written below.

STATE OF TENNESSEE)
) **ss.:**
COUNTY OF DAVIDSON)

TAMICA HANCOCK

Sworn to and subscribed before me this 29th day of April, 2014

Notary Public

My commission expires: 6/21/16

ROSE M. BARSE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires JUNE 21, 2016

STATE OF TENNESSEE)
) **ss.:**
COUNTY OF DAVIDSON)

JOEL HANCOCK

Sworn to and subscribed before me this 22 day of April, 2014

Notary Public

MY COMMISSION EXPIRES
My commission expires: MAY 3rd 2016

HEATHER CARPENTER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

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IN THE 4TH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2014 JUN -4 PM 4:34

RICHARD R. ROOT

D.C

JOEL HANCOCK,)
)
Plaintiff,)
)
vs.) NO. 12D-868
) Order of Protection No.: 12D-820
TIMICA HANCOCK,)
)
Defendant.)

MDA PARAGRAPH 'E', EXHIBIT A – OUTSTANDING MEDICAL BILLS OF THE MINOR CHILDREN

INVOICE NUMBER	STATEMENT DATE	AMOUNT DUE
323136	6/4/2014	5.00
524980	6/4/2014	95.28
647870	6/4/2014	29.81
921466	6/4/2014	274.64
184839	6/4/2014	25.00
367158	6/4/2014	45.22
535793	6/4/2014	30.00
820400	6/4/2014	30.00
63750	6/4/2014	12.78
	TOTAL	$547.73

IN THE 4TH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JOEL HANCOCK,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	NO. 12D-868
	)	Order of Protection No.: 12D-820
TIMICA HANCOCK,	)	
	)	
Defendant.	)	

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	)	
Plaintiff,	)	
	)	
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	TOTAL	$547.73

STATE OF TENNESSEE	COURT (Must be completed) FOURTH CIRCUIT COURT	COUNTY (Must be completed) DAVIDSON
☑ PERMANENT PARENTING PLAN ORDER ☐ PROPOSED ☒ AGREED ☐ ORDERED BY THE COURT		2014 APR 29 PM 3:40 FILE No. 12D-868 (Must be completed) RICHARD R. ROOKER, CLERK DIVISION
PLAINTIFF (Name: First, Middle, Last) Joel Hancock ☐ Mother ☒ Father		DEFENDANT (Name: First, Middle, Last) Timica Hancock ☒ Mother ☐ Father

2014 JUN -4 PM 4:33

The mother and father will behave with each other and each child so as to provide a loving, stable, consistent and nurturing relationship with the child even though they are divorced. They will not speak badly of each other or the members of the family of the other parent. They will encourage each child to continue to love the other parent and be comfortable in both families.

This plan
- ☒ is a new plan.
- ☐ modifies an existing Parenting Plan dated _____
- ☐ modifies an existing Order dated _____

Child's Name	Date of Birth
Trenia Hancock	1/6/1999
Jarius Hancock	1/12/2005

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent is Timica Hancock

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 other parent shall have responsibility:

From Saturday at 10:00 AM to Monday at 4:00 PM

Day and Time *Day and Time*

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

The other parent 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** ☒ 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)		
Mother's Day	EVERY	
Memorial Day (if no school)	EVEN	ODD
Father's Day		EVERY
July 4th **	ODD	EVEN
Labor Day	EVEN	ODD
Halloween	ODD	EVEN
Thanksgiving Day & Friday	EVEN	ODD
Children's Birthdays	ODD	EVEN
Other School-Free Days	EVEN	ODD
Mother's Birthday	EVERY	
Father's Birthday		EVERY
Other:		

A holiday shall begin at 6:00 p.m. on the night preceding the holiday and end at 6:00 p.m. the night of the holiday, unless otherwise noted here; the 4th of July shall begin at 10:00 AM on the 4th and end at 10:00 AM on the 5th of July.

D. FALL VACATION *(If applicable)*

The day to day schedule shall apply except as follows: Father shall have the children during odd years; Mother during even years beginning Fall 2013.

E. WINTER (CHRISTMAS) VACATION

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

Other agreement of the parents: _____

F. SPRING VACATION *(If applicable)*

The day-to-day schedule shall apply except as follows: Mother shall have the children during odd years; Father during even years beginning Spring 2014.
Intercession shall not be considered a part of Spring Break.

G. SUMMER VACATION

The day-to-day schedule shall apply except as follows: Father – 2 weeks in Summer _____ beginning _____.

Is written notice required? ☒ Yes ☐ No. If so, 30 number of days.

H. TRANSPORTATION ARRANGEMENTS

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

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

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:

(1) Each parent shall be permanently ENJOINED AND RESTRAINED from discussing with or involving the minor child in any domestic disputes between the parents.

(2) Each parent shall be permanently ENJOINED AND RESTRAINED from making any degrading, belittling, or otherwise derogatory remarks in the presence of the minor child about the other parent or allowing any third parties to make such remarks in the presence of the minor child.

(3) Each parent shall be permanently ENJOINED AND RESTRAINED from taking any actions directly calculated to alienate the child's affections from the other parent.

(4) Each parent shall be permanently ENJOINED AND RESTRAINED from exposing the minor child to any inappropriate circumstances.

_____

_____

_____.

II. DECISION-MAKING

A. DAY-TO-DAY DECISIONS

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

B. MAJOR DECISIONS

Major decisions regarding each child shall be made as follows:

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

The parties agree to equally divide the cost of support of any extracurricular activities for which the parties agree. Mother shall pay the cost up front and Husband shall pay the Mother back within seven (7) days of her submission of the paid receipt to Father. Neither party shall unreasonably withhold consent to extracurricular activities for which the children have historically participated in.

III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Father's gross monthly income is $ 5,082.94
Mother's gross monthly income is $ 3,709.00

1. **The final child support order is as follows:**

a. The ☐ mother ☒ father shall pay to the other parent as regular child support the sum of $ 213.96 ☒ weekly ☐ monthly ☐ twice per month ☐ every two weeks. **The Child Support Worksheet shall be attached to this Order as an Exhibit.***

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

Weekly child support pursuant to the guidelines is $190.88/ week. The parties agree to equally divide the cost of the extracurricular activities of the minor children. Mother pays an additional $2,500 per year in extracurricular activities for the children. To reduce the contact between the parties due to a standing Order of Protection against the Father, Father agrees to pay an additional $100 per month to cover his ½ obligation on the children's extracurricular activities. Said amount is included in the weekly child support of $213.96 and should be included each time child support is adjusted.

2. Retroactive Support: A judgment is hereby awarded in the amount of $ 2,216.06 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 **May 11, 2012 through July 27, 2012** which shall be paid (including pre/post judgment interest) at the rate of $ 85.23 per ☒ week ☐ month ☐ twice per month ☐ every two weeks until the judgment is paid in full.

3. Payments shall begin on the 27th day of June, 2013.

This support shall be paid:

☐ directly to the other parent.

☒ By Wage Assignment, to the Central Child Support Receipting Unit, P. O. Box 305200, Nashville, Tennessee 37229, and sent from there to the other parent at: 512 Rothwood Ave., Nashville, TN 37115.
A Wage Assignment Order shall be issued against the Father's employer Conway Freight (COA), P.O. Box 4121, Portland, OR 97208-4121.

☐ by direct deposit to the other parent at _____ Bank for deposit in account no. _____.

☐ other: _____.

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

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

B. FEDERAL INCOME TAX EXEMPTION*

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

The Mother shall claim the following children: Trenia and Jarius Hancock

The Father shall claim the following children: _____

The ☐ mother ☐ father may claim the exemptions for the child or children so long as child support payments are current by the claiming parent on January 15 of the year

* 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.

when the return is due. The exemptions may be claimed in: ☐ alternate years starting _____ ☐ each year ☐ other: _____.

The ☐ mother ☒ father will furnish IRS Form 8332 to the parent entitled to the exemption by February 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:

☒ maintained by the mother
☐ maintained by the father
☐ maintained by both

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

Uncovered reasonable and necessary medical expenses, which may include but is not limited to, deductibles or co-payments, eyeglasses, contact lens, routine annual physicals, and counseling will be paid by ☐ mother ☐ father ☒ pro rata in accordance with their incomes. After insurance has paid its portion, the parent receiving the bill will send it to the other parent within ten days. The other parent will pay his or her share within 30 days of receipt of the bill.

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

E. LIFE INSURANCE

If agreed upon by the parties, the ☐ mother ☒ father ☐ both shall insure his/her own life in the minimum amount of $ 20,000 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 ☒ the other parent, as trustee for the benefit of the children, to serve without bond or accounting, ☐ other_____.

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

The child or children are scheduled to reside the majority of the time with the 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 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:

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

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

In the dispute resolution process:

A. Preference shall be given to carrying out this Parenting Plan.
B. The parents shall use the process to resolve disputes relating to implementation of the Plan.
C. A written record shall be prepared of any agreement reached, and it shall be provided to each parent.
D. If the Court finds that a parent willfully failed to appear without good reason, the Court, upon motion, may award attorney fees and financial sanctions to the prevailing parent.

VI. RIGHTS OF PARENTS

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

(1) The right to unimpeded telephone conversations with the child at least twice a week at reasonable times and for reasonable durations;
(2) The right to send mail to the child which the other parent shall not open or censor;
(3) The right to receive notice and relevant information as soon as practicable but within twenty-four (24) hours of any event of hospitalization, major illness or death of the child;
(4) The right to receive directly from the child's school any school records customarily made available to parents. (The school may require a written request which includes a current mailing address and upon payment of reasonable costs of duplicating.) These include copies of the child's report

cards, attendance records, names of teachers, class schedules, and standardized test scores;

(5) 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.

VIII. PARENT EDUCATION CLASS

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

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

Jessica Vanecek 4-29-14 Legal Aid
Mother Date and Place Signed

Sworn to and subscribed before me this 29th day of April, 2014.

My commission expires: 6/21/16

Rose M. Barse
Notary Public

ROSE M. BARSE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires JUNE 21, 2016

Joel Hancock 4-22-14 Davidson
Father Date and Place Signed

Sworn to and subscribed before me this 22 day of April, 2014.

MY COMMISSION EXPIRES
My commission expires: MAY 3rd 2016

Heather Carpenter
Notary Public

HEATHER CARPENTER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

APPROVED FOR ENTRY:

DarKenya W. Waller
Attorney for Mother
Legal Aid Society
300 Deaderick St.
Nashville, TN 37201
615-244-6610; BPR #027695

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: Husband.

It is so ORDERED this the 4th day of June, 2014.

Carol Soloman
Judge Carol Soloman
By Interchange

FILED

2014 APR 29 PM 3:40

RICHARD R ROOKER, CLERK

D.C.

State of Tennessee - Child Support Worksheet

Part I. Identification

Indicate the status of each parent or caretaker by placing an "X" in the appropriate column

Name of Mother:	Timica Hancock	X	
Name of Father:	Joel Hancock		
Name of non-parent Caretaker:			
TCSES case #:			
Docket #:	12D-868		
Court name:	Fourth Circuit Court of Davidson Co.		

Name(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
Terina Hancock	1/12/1999	285	80	
Jarius Hancock	1/6/2005	285	80	

2014 JUN -4 PM 4:33

D.C.

Part II. Adjusted Gross Income

			Mother / Column A	Father / Column B	Nonparent Caretaker \ Column C
1	Monthly Gross Income		$ 3709.00	$ 5082.94	
1a		Federal Benefit for child	+ 0.00	+ 0.00	
1b		Self-employment tax paid	- 0.00	- 0.00	
1c		Subtotal	$ 3709.00	$ 5082.94	
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)		$ 3709.00	$ 5082.94	
2a	Combined Adjusted Gross Income	$ 8791.94			
3	Percentage Share of Income (PI)		42 %	58 %	

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

Part III. Parents' Share of BCSO

		Mother / Column A	Father / Column B	Nonparent Caretaker \ Column C
4	BCSO allotted to primary parent's household	$ 1425.00	$ 0.00	$ 0.00
4a	Share of BCSO owed to primary parent	$ 0.00	$ 826.50	
5	Each parent's average parenting time	N/A	N/A	
6	Parenting time adjustment	$ N/A	$ N/A	
7	Adjusted BCSO	$ 0.00	$ 826.50	

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Part IV. Additional Expenses

	Mother / Column A	Father / Column B	Nonparent Caretaker / Column C
8a Children's portion of health insurance premium	$ 242.10	$ 0.00	$ 0.00
8b Recurring uninsured medical expenses	$ 50.00	$ 0.00	$ 0.00
8c Work-related childcare	$ 0.00	$ 0.00	$ 0.00
9 Total additional expenses	$ 292.10	$ 0.00	$ 0.00
10 Share of additional expenses owed	$ 0.00	$ 169.42	
11 Adjusted Support Obligation (ASO)	$ 0.00	$ 995.92	

Part V. Presumptive Child Support Order

	OBLIGATION	
12 Presumptive Child Support Order (PCSO)	$ 0.00	$ 996.00

* Enter the difference between the greater and smaller numbers from Line 11 except in non-parent caretaker situations.

Low Income? N (N=15% Y=7.5%)

Current Order Flat %? N (N/Y)

Modification of Current Child Support Order

13a Current child support order amount for the payor parent	$ 0.00	$ 0.00
13b Amount required for significant variance to exist	$ 0.00	$ 0.00
13c Actual variance between current and presumptive child support orders	$ 0.00	$ 0.00

Part VI. Deviations and FCSO

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

14 Deviations (Specify):	$ 0.00	$ 0.00
15 Final Child Support Order (FCSO)	$ 0.00	$ 996.00
16 FCSO adjusted for Federal benefit, Line 1a, Obligor's column	$ 0.00	$ 996.00

6/4/2014

HS-2968

State of Tennessee - Credit Worksheet

Part I. Identification

Indicate the status of each parent or caretaker by placing an "X" in the appropriate column			PRP	ARP	SPLIT
	Name of Mother:	Timica Hancock	X		
	Name of Father:	Joel Hancock		X	
	Name of non-parent Caretaker:				
	TCSES case #:				
	Docket #:	12D-868			
	Court name:	Fourth Circuit Court of Davidson Co.			

Part II. Additional Children

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

		Mother	Father
Parent Income Information			
1	Applicable gross income for credit worksheet	$ 3709.00	$ 5082.94

In-Home Children

2 Below, list qualified children living in the parent's home (if none, skip to line 7):

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

3	Number of qualified children living in the parent's home	# 0	# 0
4	Theoretical child support order (this parent's income on CS Schedule for number of children from line 3)	$ 0.00	$ 0.00
5	75% of theoretical child support order from line 4	$ 0.00	$ 0.00

Not-In-Home-Children

6 Below, list qualified children not living in the parent's home:

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

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

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Other Children (Continued from Credit Worksheet)

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

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

ISSS - Income Shares Summary Screen

DECSSXXX _ Inquire Add Update 00:00:00

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

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

NCP XXXXXXXXXXXXXX ID 000000000 RTD XX OFFICE 000

CP XXXXXXXXXXXXXX ID 000000000 RTD XX USERID XXXXXXX

DOCKET # OF CHILDREN FOR THIS ORDER

12D-868 + 2 NOTEPAD N

PARENTING TYPE ST - STANDARD PARENTING WORKSHEET DATE 06/07/2013

MORE +

PI MOTHER 42% PI FATHER 58%		MOTHER	FATHER	NP CTAKER
EACH PARENT'S AVERAGE PARENTING TIME		0	80	
GROSS INCOME SUBTOTAL	LOW INCOME N (Y/N)	3709.00	5082.94	
CREDIT FOR CHILDREN		0.00	0.00	
CHILDREN'S PORTION INS		242.10	0.00	0.00
RECURRING MEDICAL		50.00	0.00	0.00
CHILDCARE (P / N / B)		0.00	0.00	0.00
PCSO		0.00	996.00	

DEVIATION 0.00 SSA BENEFIT 0.00

FCSO 996.00 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	Terina Hancock	01/12/1999
O	Jarius Hancock	01/06/2005

IT IS FURTHER ORDERED AND ADJUDGED that the defendant, Timica Hancock, be and is hereby awarded an absolute divorce from the plaintiff, Joel Hancock, the parties having irreconcilable differences and the parties are restored to all of the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED AND ADJUDGED that the child support as set forth in the Agreement is in compliance with the Child Support Guidelines and, pursuant to the provisions of T.C.A. § 36-5-101(h), no action by the parties will be effective to reduce child support after the due date of each payment and Court approval must be obtained before child support can be reduced.

IT IS FURTHER ORDERED AND ADJUDGED that the Marital Dissolution Agreement shall govern any federal income tax exemptions for the year 2014, and the Permanent Parenting Plan shall govern any said exemptions thereafter.

IT IS FURTHER ORDERED AND ADJUDGED that any remaining court costs shall be taxed to the Husband, for which execution shall issue if necessary.

ENTERED this 4th day of June, 2014.

HONORABLE ~~PHILIP SMITH~~, JUDGE
Carol Soloman
By Interchange

PREPARED BY:

DARKENYA W. WALLER #027695
LEGAL AID SOCIETY
300 Deaderick Street
Nashville, Tennessee 37201
(615) 244-6610
Attorney for Timica Hancock

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree of Divorce was mailed to Mr. Joel Hancock via U.S. Mail at 600 Rothwood Avenue, Apt. K-6, Madison, TN 37115 on this 4th day of June, 2014.

DarKenya W. Waller

CERTIFICATE OF SERVICE

DOCKET NO. 12D868

I hereby certify I have mailed a copy of the foregoing to the parties/counsel listed below, on this 9TH day of JUNE, 2014.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____
Deputy Clerk

DARKENYA W. WALLER, ATTORNEY
LEGAL AID SOCIETY
300 DEADERICK ST.
NASHVILLE, TN 37201

JOEL HANCOCK
600 ROTHWOOD AVE., APT. K-6
MDISON, TN 37115