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20180212-0013522

ORIGINAL

IN THE 4th DIVISION OF THE CIRCUIT COURT OF THE 20th JUDICIAL DISTRICT IN AND FOR DAVIDSON COUNTY, TENNESSEE AT NASHVILLE

CRAIG MICHAEL KOEHN,

Plaintiff/Husband,

v.

FUNMILAYO CELESTINA EKUNDAYO,

Defendant/Wife.

CASE NO.: 15D-394

JUDGE: PHILIP E. SMITH

FILED
2017 APR 28 PM 4:28
RICHARD R. ROOKER, CLERK
DC

FINAL DECREE OF DIVORCE

THIS MATTER, having come to be heard before this Honorable Court on 14 February 2017 upon Plaintiff CRAIG MICHAEL KOEHN's original, sworn Complaint For Divorce against Defendant, FUNMILAYO CELESTINA EKUNDAYO, and the Court, having reviewed the Complaint, the case file, submitted pleading and documents, statements of counsel, testimony in open court and:

WHEREAS, on 06 March 2015, Plaintiff filed against Defendant his Complaint for Divorce;

WHEREAS, also on 06 March 2015, Defendant was properly served process along with copies of Plaintiff's Health Insurance Notice and Mutual Restraining Order – the originals of which and the return summons having since been filed with the Court;

WHEREAS the Parties agreed to a proposed Marital Dissolution Agreement which fairly and equitably divides the assets and liabilities of the Parties – the original having since been filed with the Court;

WHEREAS one (1) minor child was born of the marriage and the Parties agreed to a Permanent Parenting Plan – the original, for this Court's consideration, having since been filed with the Court;

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WHEREAS the ninety (90) day statutory waiting period has now tolled; and

THIS COURT, having been otherwise fully advised in the premises, hereby ORDERS, ADJUDGES and DECREES that:

1) the allegations contained in Plaintiff's Complaint For Divorce are fully sustained insofar as Plaintiff experienced irreconcilable differences in his marriage, entitling Plaintiff to a divorce based upon that ground;
2) Plaintiff is hereby granted a divorce based upon the ground of irreconcilable differences;
3) Plaintiff is hereby restored with the rights and privileges of an unmarried person;
4) the Marital Dissolution Agreement, having been reviewed by the Court, represents a fair and equitable division of the property, settlement of all property rights between the Parties and is hereby approved, made an order of this Court, made part of this Final Decree of Divorce and is fully incorporated herein, said Marital Dissolution Agreement being in words and figuring as follows:

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FILED

ORIGINAL

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2016 NOV -9 AM 10:27

RICHARD R ROOKER, CLERK

CRAIG MICHAEL KOEHN Plaintiff/ Husband	)	
v.	)	Docket No. 15D394
FUNMILAO CELESTINA EKUNDAYO Respondent/Wife	)	

MARITAL DISSOLUTION AGREEMENT

This Marital Dissolution Agreement is made between **FUNMILAYO CELESTINA EKUNDAYO**, (hereinafter called Wife) and **CRAIG MICHAEL KOEHN**, (hereinafter called Husband).

WITNESSETH:

WHEREAS, these parties have been married since October 14, 2013, and there is one minor children born of this union.

WHEREAS, the parties jointly and separately own certain personal property and jointly and separately owe certain debt,

WHEREAS, certain grounds have arisen between the parties herein, and a divorce action, in which Irreconcilable Differences are alleged as grounds, has been instituted in the Fourth Circuit Court for Davidson County, Tennessee,

WHEREAS, the parties desire by this agreement to make an equitable division of all their property, which settles and determines all claims for alimony, which divides all property, both real and personal, owned by them or either of them and which divides responsibility for all current indebtedness incurred during the marriage.

NOW, THEREFORE, for reasons set forth above and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

Copy

I.

The consideration for this Agreement is the mutual promises and agreements herein contained.

II.

GROUNDS

~~Wife~~ Husband (PES) shall be awarded an absolute divorce on the grounds of Irreconcilable Differences against the ~~Husband~~ wife (PES). 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, or compel or endeavor to compel the other to cohabit or dwell with him or her.

III.

THE MINOR CHILD

There is one minor child born of this marriage. The care and support of the minor child is in the Parenting Plan.

IV.

PERSONAL PROPERTY

Wife shall be awarded her separate property, her personal items, and the items in her possession, except for the grill. All of Husband's right, title, and interest in this property is divested out of the Husband and is vested solely in the Wife as her absolute property. Wife shall be awarded the following property:

Husband shall be awarded his separate property, his personal items, and the items in his possession, as well as the grill that is in Wife's possession. All of Wife's right, title, and interest in this property is divested out of the Wife and is vested solely in the Husband as his

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absolute property.

V.

REAL PROPERTY

The parties own real property located at 104 Ellsworth Place, Nashville, Tennessee 37013. Wife shall be awarded possession of the real property. The parties shall maintain ownership as Joint Tenants with the right of survivorship, not Tenants in Common. The parties acknowledge that the monthly mortgage payment is $701.00. Husband shall pay Wife $200.00 every month to be paid toward the mortgage. Wife shall pay the remaining $501.00. Wife shall timely make the mortgage payment each and every month.

The parties acknowledge that the property insurance and taxes are included in the monthly mortgage payment. Husband shall be responsible for any maintenance at the real property, as well as the Home Owners' Association dues. Wife shall be responsible for any and all utilities.

VI.

DEBT

The parties have joint debt. the mortgage on the real property with SunTrust and Summit Hospital for the minor child's medical bill.

The parties acknowledge that the monthly mortgage payment is $701.00. Husband shall pay Wife $200.00 every month to be paid toward the mortgage. Wife shall pay the remaining $501.00.. Wife shall timely make the mortgage payment each and every month.

Each party shall pay one-half of the uncovered medical expenses for the minor child, including the outstanding debt to Summit Hospital.

Husband shall be solely liable and responsible for his credit card debt, medical bills, any

Copy

separate debt, and all outstanding debt in his name. Husband shall indemnify and hold Wife harmless thereon.

Wife shall be solely liable and responsible for her credit card debt, medical bills, her separate debt, and all outstanding debt in her name. Wife shall indemnify and hold Husband harmless thereon.

VII.

BANK ACCOUNTS

Each party shall be awarded their own individual checking or savings accounts. Said individual accounts shall be awarded as the sole and separate property of the party in which the account is styled. Each party hereby relinquishes any rights, title, or interest they may have in and to the proceeds in any individual checking or savings account maintained by the other party and acknowledges that said proceeds are the sole and separate property of the party in whose name each such account is styled.

VIII.

RETIREMENT ACCOUNTS

The parties acknowledge that neither have a retirement account/pension.

IX.

AUTOMOBILES

Wife shall be awarded the 2004 Mitsubishi LES, VI[redacted] and the 2002 Chevy Impala [redacted] s her absolute property. All of Husband's right, title, and interest in said vehicle shall be divested out of Husband and vested solely in the Wife. Wife shall be solely responsible for the indebtedness or expenses associated with these vehicles. Wife shall indemnify and hold Husband harmless thereon.

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Husband shall be awarded the 2002 Chevy Cavalier, VIN [redacted] as his absolute property. All of Wife's right, title, and interest in said vehicle shall be divested out of Wife and vested solely in the Husband. Husband shall be solely responsible any indebtedness or expenses associated with this vehicle. Husband shall indemnify and hold Wife harmless thereon.

X.

HEALTH INSURANCE

Husband ~~Wife~~ has complied with T.C.A. Section 56-7-2312(d)(1).

XI.

ALIMONY

Both parties waive all alimony.

XII.

ENFORCEMENT PROVISIONS

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

In the event it becomes reasonably necessary for either party to institute legal proceedings to procure enforcement of any provisions of this Agreement, he or she will also be entitled to judgment for reasonable expenses, including attorney's fees, incurred in prosecuting said action.

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XIII.

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

The parties acknowledge and understand that this Marital Dissolution Agreement does not necessarily affect the ability of a creditor to proceed against a party or a party's property, even though the party is not responsible under the terms of said Marital Dissolution Agreement for any account, any debt associated with an account or any debt. The parties understand that it may be in his/her best interest to cancel, close, or freeze any jointly held accounts.

XIV.

ENTIRE AGREEMENT

Each of the parties hereby warrants and represents to the other that there are no undisclosed outstanding obligations or liabilities contracted by him or her for which the other is responsible, and each does hereby save the other harmless from any such obligation or liability and to indemnify the other for any costs which he or she may incur in connection therewith, including reasonable attorney's fees.

XV.

TAX PROVISION

The parties acknowledge that the aforesaid attorneys claim no expertise or special knowledge regarding the tax ramifications surrounding this agreement, and both parties acknowledge that they have been advised to seek and obtain independent tax advice regarding ramification and the effect of signing this agreement, and that neither of them rely upon the aforesaid attorneys as to the tax implications surrounding said instrument.

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XVI.

ATTORNEY FEES

Each party shall pay their respective attorney's fees.

XVII.

COURT COSTS

Husband shall be responsible for paying any remaining court costs, for which execution may issue, if necessary.

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IN WITNESS WHEREOF, the parties, having read this instrument and familiarized themselves thoroughly with its contents, have signed and executed said instrument on the dates written below.

FUNMILAYO CELESTINA EKUNDAYO

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Sworn to and subscribed before me on this the 28th day of September 2016.

NOTARY PUBLIC

My Commission Expires: 9-19-18

CLARA MUNDY
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

CRAIG MICHAEL KOEHN

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Sworn to and subscribed before me on this the 04th day of November, 2016.

NOTARY PUBLIC

My Commission Expires: 08 July 2019

IZAMAR RODRIGUEZ
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 07-08-2019

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5) the Proposed Parenting Plan, having been reviewed by the Court, represents the best interests of Minor and is hereby approved, made an order of this Court, made part of this Final Decree of Divorce and is hereby fully incorporated herein, said Parenting Plan being in words and figuring as follows:

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ORIGINAL

STATE OF TENNESSEE	FOURTH CIRCUIT COURT	DAVIDSON COUNTY

2016 NOV -9 AM 10:27 2017 FEB 14 PM 1:15

PERMANENT PARENTING PLAN ORDER

☐ PROPOSED ☒ AGREED ☐ ORDERED BY THE COURT

DOCKET NO: 15D-394

(Name: First, Middle, Last)	(Name: ~~First, Middle, Last~~)
CRAIG MICHAEL KOEHN	**FUNMILAYO CELESTINA EDUNDAYO**

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
Richard Koehn	05/04/14

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent is Mother
The Alternate Residential Parent is Father

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

Mother's days 257 Father's days 108

B. DAY-TO-DAY SCHEDULE

The children will reside with the Mother except for the following days and times:

Father shall have every other weekend from Thursday at 6:00p.m. until Sunday at 6:00p.m.

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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
Martin Luther King Day	Whoever has the weekend has the holiday	Whoever has the weekend has the holiday
Presidents' Day	Whoever has the weekend has the holiday	Whoever has the weekend has the holiday
Easter Day(unless otherwise coinciding with Spring Vacation)	Even	Odd
Mother's Day	EVERY	
Memorial Day (if no school)	Whoever has the weekend has the holiday	Whoever has the weekend has the holiday
Father's Day		EVERY
July 4th	Even	Odd
Labor Day	Whoever has the weekend has the holiday	Whoever has the weekend has the holiday
Thanksgiving*	Odd	Even
Children's Birthdays	Whoever has the child has the holiday	Whoever has the child has the holiday

*Thanksgiving shall be from 8:00a.m. on Thursday morning until Sunday at 6:00p.m. This holiday schedule will take precedence over the regular weekend schedule.

The parties shall follow the school schedule for the school that the child attends or for the county where the child resides.

D. FALL VACATION

Mother shall have the child during the even-numbered years. Father shall have the child during the odd-numbered years.

The parties shall follow the school schedule for the school that the child attends or for the county where the child resides.

E. WINTER (CHRISTMAS) VACATION

In the odd-numbered years, Father shall have the child from the day that school is released (at 6:00p.m.) until December 25th at 10:00a.m. In the odd-numbered years, Mother shall have the child from December 25th at 10:00a.m. until the day before school resumes at 6:00p.m.

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In the even-numbered years, Mother shall have the child from the day that school is released (at 6:00p.m.) until December 25th at 10:00a.m. In the even-numbered years, Father shall have the child from December 25th at 10:00a.m. until the day before school resumes at 6:00p.m.

Christmas parenting time takes precedence over the regular schedule.

The parties shall follow the school schedule for the school that the child attends or for the county where the child resides.

The parties may deviate from this schedule by written agreement. Said agreements may be in the form of texts or emails.

F. SPRING VACATION

Mother shall have the child for Spring Break in the even-numbered years. Father shall have the child for Spring Break in the odd-numbered years.

The parties shall follow the school schedule for the school that the child attends or for the county where the child resides.

G. SUMMER VACATION

The parties shall alternate parenting time with the child every two weeks. Father shall have the first two weeks in the even-numbered years. Mother shall have the first two weeks in the odd-numbered years. Summer parenting time is complete when both parties have had four weeks of parenting time.

H. TRANSPORTATION ARRANGEMENTS

The parties shall exchange the child at Mother's residence or the child's daycare.

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.

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	x mother	x father	☐ joint
Extracurricular activities	mother	father	x joint

*The parties may take the child to their respective places of worship during their parenting time. Each party shall pay one-half of the all of the expenses for any of the child's extracurricular activities, including sign up fees, uniforms, recitals, lessons, and equipment.

III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Father's gross monthly income is $3,200.00
Mother's gross monthly income is $1,257.00

1. The final child support order is as follows:
   a. The Father shall pay to the other parent as regular child support the sum of $310.00 on the first day of each and every month beginning on the 1st day of the first month after the entry of the Final Decree.

   b. The Father shall also pay the childcare expenses for the minor child each and every week.

2. Retroactive Support: A judgment is hereby awarded in the amount of $0.00 to Mother against the Mother representing retroactive support required under Section 1240-2-4.06 of the D.H.S. Income Shares Child Support Guidelines dating from to which shall be paid (including pre/post judgment interest) at the rate of per week until the judgment is paid in full.

3. Payments of $__0_per week shall begin on _____2016 and continue to be paid on Friday of each and every week. Once the retroactive support is paid in full, child support in the amount of $_____ shall be paid on Friday of each and every week.

This support shall be paid: Directly to the Mother.

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.
☐☐ 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*

Mother shall have the minor child as an exemption for income tax purposes each and every year.

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

The minor child is currently on TennCare. The minor child may remain on TennCare as long as it is available to him.

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, dental, orthodontia, and counseling will be paid by ☐ mother ☐ father ☐x **pro rata share to be paid by the parties.** 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.

E. LIFE INSURANCE

The ☐ mother ☐ father ☐both shall insure his/her own life in the minimum amount of $100,000.00 by whole life or term insurance. *Until the child support obligation has been completed, each policy* shall name the children as sole irrevocable primary beneficiaries, with Mother as trustee for the benefit of the child(ren), to serve without bond or accounting.

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. This parent is designated as the primary residential parent also known as the custodian, **SOLELY** for purposes of

* 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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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 Rule 31 Mediator 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.

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. The parent exercising parenting time shall furnish the other parent with a telephone number where the child may be reached at the days and time specified in a parenting plan or other court order or, where days and times are not specified, at reasonable times;
(2) The right to send mail to the child which the other parent shall not destroy, deface, open or censor. The parent exercising parenting time shall deliver all letters, packages and other material sent to the child by the other parent as soon as received and shall not interfere with their delivery in any way, unless otherwise provided by law or court order;
(3) The right to receive notice and relevant information as soon as practicable but within twenty-four (24) hours of any hospitalization, major illness or injury, or death of the child. The parent exercising parenting time when such event occurs shall notify the other parent of the event and shall provide all relevant healthcare providers with the contact information for the other parent;
(4) The right to receive directly from the child's school any educational records customarily made available to parents. Upon request from one parent, the parent enrolling the child in school shall provide to the other parent as soon as available each academic year the name, address, telephone number and other contact information for the school. In the case of children who are being homeschooled,

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the parent providing the homeschooling shall advise the other parent of this fact along with the contact information of any sponsoring entity or other entity involved in the child's education, including access to any individual student records or grades available online. The school or homeschooling entity shall be responsible, upon request, to provide to each parent records customarily made available to parents. The school may require a written request which includes a current mailing address and may further require payment of the reasonable costs of duplicating such records. These records include copies of the child's report cards, attendance records, names of teachers, class schedules, and standardized test scores;

(5) Unless otherwise provided by law, the right to receive copies of the child's medical, health or other treatment records directly from the treating physician or healthcare provider. Upon request from one parent, the parent who has arranged for such treatment or health care shall provide to the other parent the name, address, telephone number and other contact information of the physician or healthcare provider. The keeper of the records may require a written request including a current mailing address and may further require payment of the reasonable costs of duplicating such records. No person who receives the mailing address of a requesting parent as a result of this requirement shall provide such address to the other parent or a third person;

(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 extracurricular school, athletic, church activities and other activities as to which parental participation or observation would be appropriate, and the opportunity to participate in or observe them. The parent who has enrolled the child in each such activity shall advise the other parent of the activity and provide contact information for the person responsible for its scheduling so that the other parent may make arrangements to participate or observe whenever possible, unless otherwise provided by law or court order;

(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 forty-eight (48) hours, an itinerary which shall include the planned dates of departure and return, the intended destinations and mode of travel and telephone numbers. The parent traveling with the child or children shall provide this information to the other parent so as to give that parent reasonable notice; and

(9) The right to access and participation in the child's education on the same bases that are provided to all parents including the right of access to the child during lunch and other school activities; provided, that the participation or access is legal and reasonable; however, access must not interfere with the school's day-to-day operations or with the child's educational schedule.

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

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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 ☐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.)

Mother — 9-28-2016 Nash TN
Date and Place Signed

Sworn to and subscribed before me this 28th day of September, 2016.

My commission expires: 9-19-18
Notary Public

CLARA MUNDY
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

Father — 04 November 2016
Date and Place Signed

Sworn to and subscribed before me this 04th day of November, 2016.

My commission expires: 08 July 2019
Notary Public

IZAMAR RODRIGUEZ
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 07-08-2019

APPROVED FOR ENTRY:

PAULA OGLE BLAIR, 015862
Attorney for Mother
211 Donelson Pike, Ste. 214
Nashville, TN 37214
(615) 882-0190

THOMAS JAY BROWN, 33060
Attorney for the Father
Community Law Group, PLLC
2604 Nolensville Pike, Ste. C
Nashville, TN 37211
(615) 781-6881

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

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COURT COSTS (If applicable)

Court costs, if any, are taxed as follows: _____

It is so ORDERED this the 14th day of February, 2017.

_____
Judge or Chancellor

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Effective as of 7/22/2003

State of Tennessee - Department of Human Services
Child Support Worksheet

9/28/2016 - 11:36 AM

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:	Celestina Ekundayo	X		
Name of Father:	Grad Koehn		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
Richard Koehn	5/4/2014	257	108	

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		$ 1,257.00	$ 3,200.00	
	1a	Federal benefit for child		+	+	
	1b	Self-employment tax paid		-	-	
	1c	Subtotal		1,257.00	3,200.00	
	1d	Credit for in-home children		- 0.00	- 0.00	
	1e	Credit for not-in-home children		- 0.00	- 0.00	
2		Adjusted Gross Income (AGI)		$ 1,257.00	$ 3,200.00	
2a		Combined Adjusted Gross Income	$4,457.00			
3		Percentage Share of Income (PI)		28%	72%	

Part III. Parents' Share of BCSO

			Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
4		BCSO allotted to primary parent's household	$ 791.00	$ 0.00	$ 0.00
4a		Share of BCSO owed to primary parent	$ 0.00	$ 569.52	
5		Each parent's average parenting time	N/A	108	
6		Parenting time adjustment	$ N/A	$ -40.66	
7		Adjusted BCSO	$ 0.00	$ 528.86	

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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	$	$ 780.00	$
9	Total additional expenses	$ 0.00	$ 780.00	$ 0.00
10	Share of additional expenses owed	$ 218.40	$ 0.00	
11	Adjusted Support Obligation (ASO)	$ 218.40	$ 528.86	

Part V. Presumptive Child Support Order

		OBLIGATION		
12	Presumptive Child Support Order (PCSO)	$ 0.00	$ 310.00	

* 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):	$	$	
15	Final Child Support Order (FCSO)	$ 0.00	$ 310.00	
16	FCSO adjusted for Federal benefit. Line 1a, Obligor's column.	$ 0.00	$ 310.00	

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

Comments, Calculations, or Rebuttals to Schedule

Preparer's Use Only

Name: Paula Blair Date: 9/28/2016

Title: Counsel for the Wife/Mother

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6) the Parties have complied with Tenn. Code Ann. §56-7-2366 and, upon entry of this Final Decree of Divorce, will provide for their own insurance;

7) pursuant to Tenn. Code Ann. §36-4-134, it is hereby noted that the Marital Dissolution Agreement does not necessarily affect the ability of a creditor to proceed against a party or party's property, even though that party is not responsible under the terms of the Agreement for an account, any debt associated with an account or any debt; it may be in the party's best interest to cancel, close, or freeze any jointly held accounts;

8) Paragraphs 1.h for Husband and 1.h for Wife of Plaintiff's Amended Complaint are hereby amended to state: "1.h) yes – a machinest"; and "1.h) no – unemployed", respectively; and

9) the remaining costs for this cause are taxed to Husband for which execution may issue, if necessary.

Upon ore tenus Motion in open court, Thomas Jay Brown, Esq. and Community Law Group, PLLC are hereby relieved of any further responsibility as counsel of record for the purpose of service if, after thirty (30) days from the date of entry of this Final Decree, there has been no appeal or other activity by either Party in this cause.

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DONE, ORDERED, ADJUDGED and DECREED at Davidson County, Tennessee this 18th day of April 2017.

Hon. Philip E. Smith – Fourth Division Circuit Court Judge

APPROVED FOR ENTRY:

THOMAS JAY BROWN, ESQ
BPR: 33060

COMMUNITY LAW GROUP, PLLC
Attorneys for Plaintiff Koehn
2604 Nolensville Pike – Suite C
Nashville, Tennessee 37211
Telephone: 615.781.6881
Facsimile: 615.781.6882
Email: thomas@clgtn.com

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via electronic mail (pblairlaw@comcast.net) and United States mail, postage prepaid, to: Paula Ogle Blair, Esq., Counsel for Defendant/Counter-Plaintiff, 211 Donelson Pike – Suite 214, Nashville, Tennessee 37214 this 12th day of April, 2017.

Respectfully submitted,

COMMUNITY LAW GROUP, PLLC
Counsel for Plaintiff Koehn
2604 Nolensville Pike – Suite C
Nashville, Tennessee 37211
Telephone: 615.781.6881
Facsimile: 615.781.6882
Email: thomas@clgtn.com
diana@clgtn.com

By: _____
THOMAS JAY BROWN, ESQ.
BPR NO.: 33060

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 28 day of APRIL, 2017, in Docket Number 15D394 between KOEHN, CRAIG MICHAEL, Plaintiff, and EKUNDAYO, FUNMILAYO CELESTINA, Defendant, as same remains of record in the Minutes of said Court.

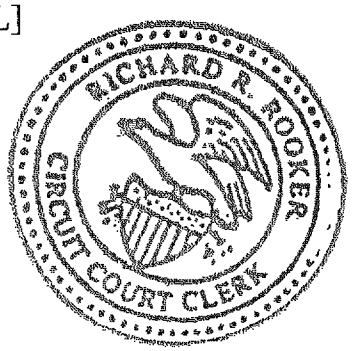
IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 09 day of FEBRUARY in the year two thousand eighteen and in the 241st year of American Independence.

RICHARD R. ROOKER, Clerk,

By: e Stone

Deputy Clerk

[SEAL]



Certificate of Authenticity

I, ASHLEE D PAGE, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Ashlee D Page

Signature

State of Tennessee

County of Davidson

Personally appeared before me, Venikkia Cunningham a notary public for this county and state, Ashlee D. Page, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: 9/25/19

VENIKKIA CUNNINGHAM
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY
MY COMMISSION EXPIRES 9-25-2019