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IN THETHIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
2012 OCT 31 PM 2:46
RICHARD R. ROOKER, CLERK
D.C.

CHARLES REED	)	
Plaintiff,	)	
	)	**DOCKET NO.: 10D-3222**
vs.	)	
	)	**Notice of Entry Requested**
TIFFANY HARRISON	)	
Defendant.	)	

Bill Garrett Davidson County
Batch# 67490 DEEDDIV
03/09/2018 02:15:34 PM 19 pgs
Fees: $97.00 Taxes: $0.00
20180309-0022642

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 26th day of September, 2012, before The Honorable Phillip Robinson, Judge, Third Circuit Court for Davidson County, Tennessee, upon the Complaint for Absolute Divorce, filed by Plaintiff/Husband, Charles Reed, and the Answer and Counter Complaint for Divorce filed by the Defendant/Wife, Tiffani Reed. The parties appeared in person and by counsel and at the second call of the docket announced an agreement as to all issues in controversy. The Court having heard the announcement in open Court, and after a review of the record as a whole finds that the agreement should be accepted and made the Order of the Court. Accordingly, the Court makes the following findings of fact:

1. The parties have stipulated pursuant to Tennessee Code Annotated § 36-4-129; wherein each party stipulates that it has grounds for divorce against the other pursuant to their stipulation of inappropriate martial conduct;

2. Wife shall be awarded the real property located at the 2017 Leatherbury Court, Antioch, Tennessee 37013. Further, Wife takes this property subject to the existing loan from Wells Fargo Home Mortgage, which is solely in her name. All interest that Husband has in this real property by virtue of marriage, personal or other shall be divested from Husband and vested fully in Wife in fee simple absolute;

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3. That Husband shall keep his own retirement benefits and Wife shall keep her own retirement benefits and each party is hereby divested from any right, title or interest in the other's retirement account;

4. Any arrearages owed by Husband pursuant to the *Pendente Lite* Order and Retroactive support to the date of the parties' separation shall be declared paid in full by virtue of this Settlement;

5. Each Party shall retain all personal property presently in their Possession, as their sole and separate Property and the other shall be divested of any right, title, or interest in said property;

6. Wife shall pay to Husband a lump sum payment of $9,000.00 as part of the equitable division of the martial estate. Husband agrees to pay half of the discretionary cost including the appraisal in the amount of One hundred seventy Five ($175.00) Dollars, and half of the Court Reporter fees in the amount of Two Hundred Seventeen ($217.50) Dollars and Fifty Cents directly from the lump sum payment for a total distribution from Wife to Husband in the amount of $8,607.50.

7. The parties have entered into an Agreed Parenting Plan wherein the Wife is made the Primary Residential Parent and Husband has reasonable parenting time. The Court finds that the parenting Plan makes an adequate provision for the minor child and the Court affirmatively finds that it is in the best interest of the parties' minor child, Ms. Kennedi Reed, to approve and ratify.

8. Each party is responsible for his or her own attorney fees.

9. Each party shall be responsible for the debts in his or her own name only.

10. That that the costs of this cause are hereby assessed against both parties equally for which execution may issue without further process.

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11. NOTICE AS REQUIRED BY 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 the 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.

Accordingly, IT IS ORDERED, ADJUDGED AND DECREED: that the parties' are hereby declared divorced pursuant to Tennessee Code Annotated § 36-4-129; wherein each party stipulates that the other has grounds for divorce against them for inappropriate martial conduct;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that Wife is hereby awarded the real property located at the 2017 Leatherbury Court, Antioch, Tennessee 37013, as more fully described herein as;

> Being Lot No. 700, Phase IV on the Plan of Somerset of record in Plat book 7900, Page 978 and 979, Register's Office for Rutherford County, Tennessee to which plan reference is hereby made for a more complete legal description.
>
> Being part of the same property conveyed to Tiffani A. Reed and Husband, Charles Reed by Deed of record in Book 10003, Page 921, Register's Office for Davidson County, Tennessee.

Further, Wife takes this property subject to the note in favor of Wells Fargo Home Mortgage, which is solely in her name. Husband's interest in this real property by virtue of marriage, personal or other is hereby divested from Husband and vested fully in Wife in fee simple absolute.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that Husband shall keep his own retirement benefits and Wife shall keep her own retirement benefits and each party is hereby divested from any right, title or interest in the other's retirement account.

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IT IS FURTHER ORDERED, ADJUDGED AND DECREED: Any arrearages owed by Husband pursuant to the *Pendente Lite* Order and Retroactive support to the date of the parties' separation have been satisfied in full.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that each Party is awarded all personal property presently in their Possession, as their sole and separate Property and the other shall be divested of any right, title, or interest in said property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that Wife is hereby ordered to pay to Husband a lump sum payment in the amount of $9,000.00 as part of the equitable division of the martial estate. Husband agrees to pay half of the discretionary cost including the appraisal in the amount of One hundred seventy Five ($175.00) Dollars, and half of the Court Reporter fees in the amount of Two Hundred Seventeen ($217.50) Dollars and Fifty Cents directly from the lump sum payment for a total distribution from Wife to Husband in the amount of $8,607.50.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that The Court's rulings regarding the parties' Parenting Plan in this matter shall be adopted by reference with this final Decree and a Parenting Plan shall be attached to this Final Decree along with the child support worksheet.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that each party is responsible for his or her own attorney fees.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that the parties' are hereby responsible for the debts in his or her own name only.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED: that the costs of this cause are hereby assessed against both parties equally for which execution may issue without further

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process.

ENTERED, this 31 day of OCTOBER, 2012.

JUDGE PHILLIP ROBINSON

FOR ENTRY:

By
William H. Stover, BPR # 020537
500 Church St., Ste, 450
Nashville, Tennessee 37219
(615) 613-0541
Attorney for Plaintiff/Wife

BY Penny Harrington by W. S. with permission
Penny Harrington, BPR #009983
Harrington Law Office,
1215 Seventh Ave North
Nashville, Tennessee 37208
Attorney for the Father

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

FILED
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RICHARD ROOKER, CLERK
D.C.

CHARLES REED	)	
Plaintiff/Husband,	)	
	)	**DOCKET NO.: 10-D-3222**
vs.	)	
TIFFANI HARRISON	)	
Defendant/Wife.	)	

PARENTING PLAN

Charles Reed ("Father") and Tiffani Harrison ("Mother") will behave with each other and each child so as to provide a loving, stable, consistent and nurturing relationship with the child. 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 proposed parenting plan submitted by Father.

Children's Name	**Date of Birth**
KENNEDI PAIGE REED	10/27/1998

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent is the Mother.

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

Mother: 285
Father: 80

B. DAY-TO-DAY SCHEDULE

The ~~Mother~~ Father will have every other weekend from Friday @ 6pm to Sunday at 6pm beginning October 5, 2012.

~~The Mother shall have responsibility for the care of the children from Friday at 6:00 p.m. to Friday at 6:00 p.m. every other week. The Father shall have responsibility for the care of the children from Friday at 6:00 to the following Friday at 6:00 every other week.~~

~~Father and Mother agree that in the event childcare is required for the minor children, each parent will provide childcare for the other parent when the other parent is required to work.~~

Father agrees to provide transportation for dance classes during his parenting time.

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C. HOLIDAY SCHEDULE AND OTHER FREE DAYS

HOLIDAY	MOTHER	FATHER
New Year's Day	EVEN	ODD
Easter Day	ODD	EVEN
Mother's Day	EVERY	
Memorial Day	ODD	EVEN
Father's Day		EVERY
July 4th	EVEN	ODD
Labor Day	ODD	EVEN
Mother's Birthday	EVERY	
Father's Birthday		EVERY
Child's Birthday	SPLIT	SPLIT

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.

The holiday parenting time schedule shall supercede the regular day-to-day schedule; however, holiday time is superimposed on the regular schedule.

D. FALL VACATION

The Father and Mother shall equally divide the Fall Vacation.

During the first half of Fall Break, the Father shall have the minor children from the day school dismisses until Wednesday at 6:00 p.m. The Mother shall have the children from Wednesday at 6:00 p.m. until Monday morning when the children return to school. The parties shall alternate the first and second periods each year. If either parent wishes to take a trip during the other parent's one-half (½) of Fall Vacation, the other parent is permitted to do so only if the parenting requesting to take the minor children on a trip provides written notice thirty (30) days in advance.

E. THANKSGIVING BREAK

In Odd Numbered years, the Mother shall have the minor children from the time school dismisses until 9:00 a.m. on the Friday following Thanksgiving. The Father shall have the minor children from 9:00 a.m. until 6:00 p.m. on the evening before school resumes. In Even Numbered years, the Father shall have the minor children from the time school dismisses until 9:00 a.m. on the Friday following Thanksgiving. The Mother shall have the minor children from 9:00 a.m. until 6:00

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p.m. on the evening before school resumes.

F. WINTER (CHRISTMAS) VACATION

The Mother shall have the minor children for the first period from the day and time school is dismissed until December 24 at 1:00 p.m. in even-numbered years. The Father shall have the minor children for the second period from December 24 at 1:00 p.m. until 6:00 p.m. on the evening before school resumes (or January 3).

Mother and Father shall alternate the first and second periods each year.

G. SPRING VACATION

During the first half of Spring Break, the Father shall have the minor children from the day school dismisses until Wednesday at 6:00 p.m. The Mother shall have the children from Wednesday at 6:00 p.m. until Monday morning when the children return to school. The parties shall alternate the first and second periods each year. ~~If either parent wishes to take a trip during the other parent's one-half (½) of Spring Vacation, the other parent is permitted to do so only if the parenting requesting to take the minor children on a trip provides written notice thirty (30) days in advance.~~

H. SUMMER VACATION

The day-to-day schedule shall apply except that Father shall have two (2) weeks of ~~continuous~~ parenting time with the minor child. ~~The Mother shall also have two (2) weeks of continuous parenting time with the minor child~~. Both parents agree to notify each other by April 1 of the weeks he or she wishes to exercise the continuous parenting time with the minor children. One week in June and a second week in July

I. TRANSPORTATION ARRANGEMENTS

The place of meeting for the exchange of the minor child shall be where the child is located.

In the event that either parent relocates, payment of long distance transportation costs shall be paid by parent that relocates. If a parent does not possess a valid driver's license, he or she must make reasonable transportation arrangements to protect the child while in the care of that parent.

The parties further shall comply strictly with the Parent Relocation Statute pursuant to *Tennessee Code Annotated* § 36-6-108.

J. SUPERVISION OF PARENTING TIME

Not applicable.

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II. DECISION-MAKING

A. DAY-TO-DAY DECISIONS

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

B. MAJOR DECISIONS

Major decisions regarding each child shall by made as follows:

Education decision:	Joint
Non-emergency health care:	Joint
Religious upbringing:	Joint
Extracurricular activities:	Joint

III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Father's gross monthly income is ~~$2333.33~~ $2,803.00
Mother's gross monthly income is $5966.40

Father's monthly child support obligation is ~~$314.00~~ 375.00 month
Additional and complete financial information is contained in the *Child Support Worksheet* attached hereto as an Exhibit.

B. FEDERAL INCOME TAX EXEMPTION

The Mother is the parent receiving child support.

~~The Father shall claim Evie Marie Hunter each and every year.~~
~~The Mother shall claim Allie Catherine Hunter 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.

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· 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 minor child will be maintained by Mother, if available. Proof of continuing coverage shall be furnished to the Father annually or as coverage changes. The Mother shall authorize the Father 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 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 Father shall maintain dental, orthodontic, and optical insurance on the minor child.~~

E. *LIFE INSURANCE*

The Father shall insure his own life in the amount of $50,000. Until the child support obligation has been completed, each policy shall name the child as sole irrevocable primary beneficiary, with Mother named as trustee for the benefit of the child, to serve without bond or accounting. and Mother shall also carry life insurance on her life with Father named as beneficiary as trustee for the benefit of the child to serve w/o bond or accounting

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

The minor child is scheduled to reside the majority of the time with Mother. Mother is designated as the primary residential parent **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.

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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.

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.

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

Pursuant to *Tenn. Code Ann.* § 36-6-101, and by agreement, 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;

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(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 one hundred (100) 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;

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(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 Mother and by Father at the time of filing the Proposed Parenting Plan.

UNDER PENALTY OF PERJURY, I DECLARE THAT THIS PLAN HAS BEEN PROPOSED IN GOOD FAITH AND IS IN THE BEST INTERESTS OF EACH MINOR CHILD AND THAT THE STATEMENTS HEREIN AND ON THE ATTACHED CHILD SUPPORT WORKSHEETS ARE TRUE AND CORRECT.

CHARLES REED, Father — 9/26/12 Date and Place Signed

TIFFANI HARRISON, Mother — 9/26/12 Date and Place Signed

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IX. COURT COSTS

Court costs are taxed to be divided by the parties.

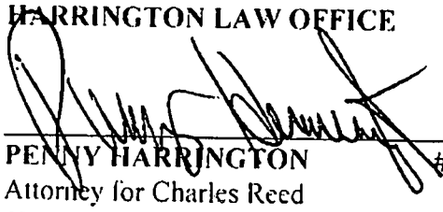
It is so **ORDERED** this the 31 day of OCTOBER, 2012.

JUDGE

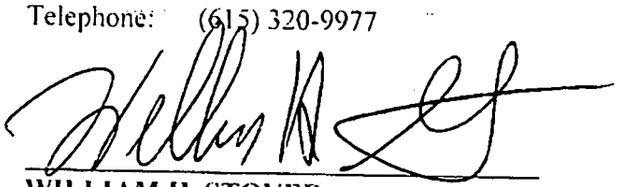
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APPROVED FOR ENTRY:

HARRINGTON LAW OFFICE



PENNY HARRINGTON **#09983**
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Historic Germantown
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Nashville, Tennessee 37208-2605
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WILLIAM H. STOVER **#020537**
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Nashville, Tennessee 37219
Telephone: (615) 613-0541

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Effective as of 7/22/2008

State of Tennessee - Department of Human Services
Child Support Worksheet

9/26/2012 - 12:51 PM

FILED
2012 OCT 31 PM 2:47
RICHARD R. ROOKER, CLERK

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:	Tiffani Harrison	X		
Name of Father:	William Reed		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
Kennedi Reed	10/27/1998	285	80	

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		$ 5,966.00	$ 2,803.00	
1a	Federal benefit for child		+	+	
1b	Self-employment tax paid		-	-	
1c	Subtotal		5,966.00	2,803.00	
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)		$ 5,966.00	$ 2,803.00	
2a	Combined Adjusted Gross Income	$8,769.00			
3	Percentage Share of Income (PI)		68%	32%	

Part III. Parents' Share of BCSO

		Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
4	BCSO allotted to primary parent's household	$ 1065.00	$ 0.00	$ 0.00
4a	Share of BCSO owed to primary parent	$ 0.00	$ 340.80	
5	Each parent's average parenting time	N/A	N/A	
6	Parenting time adjustment	$ N/A	$ N/A	
7	Adjusted BCSO	$ 0.00	$ 340.80	

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Effective as of 7/22/2008

State of Tennessee - Department of Human Services
Child Support Worksheet

9/26/2012 - 12:51 PM

Part IV. Additional Expenses

		Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
8a	Children's portion of health insurance premium	$ 105.50	$	$
8b	Recurring uninsured medical expenses	$	$	$
8c	Work-related childcare	$	$	$
9	Total additional expenses	$ 105.50	$ 0.00	$ 0.00
10	Share of additional expenses owed	$ 0.00	$ 33.76	
11	Adjusted Support Obligation (ASO)	$ 0.00	$ 374.56	

Part V. Presumptive Child Support Order

		OBLIGATION	
12	Presumptive Child Support Order (PCSO)	$ 0.00	$ 375.00

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

Low Income? N (N=15% Y=7.5%)
Current Order Flat %? N (N / Y)

Modification of Current Child Support Order

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

Part VI. Deviations and FCSO

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

14	Deviations (Specify):	$	$
15	Final Child Support Order (FCSO)	$ 0.00	$ 375.00
16	FCSO adjusted for Federal benefit, Line 1a, Obligor's column.	$ 0.00	$ 375.00

Comments, Calculations, or Rebuttals to Schedule

Preparer's Use Only

Name: Teresa Oglesby Date: 9/26/2012
Title: Reed Child Support Worksheet

Copy

CERTIFICATE OF SERVICE

DOCKET NO. 10D3222

I hereby certify I have mailed a copy of the foregoing to the parties/counsel listed below, on this 2ND day of NOVEMBER, 2012.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____
Deputy Clerk

WILLIAM H. STOVER, ATTORNEY
500 CHURCH ST., SUITE 450
NASHVILLE, TN 37219

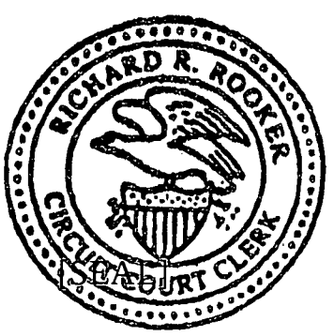
PENNY HARINGTON, ATTORNEY
HARRINGTON LAW OFFICE
1215 7TH AVE. NORTH
NASHVILLE, TN 37208

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 31 day of OCTOBER, 2012, in Docket Number 10D3222 between REED, CHARLES EDWARD, Plaintiff, and HARRISON, TIFFANY ARLEEN, 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 MARCH in the year two thousand eighteen and in the 241st year of American Independence.

RICHARD R. ROOKER, Clerk,



By: _____

Deputy Clerk