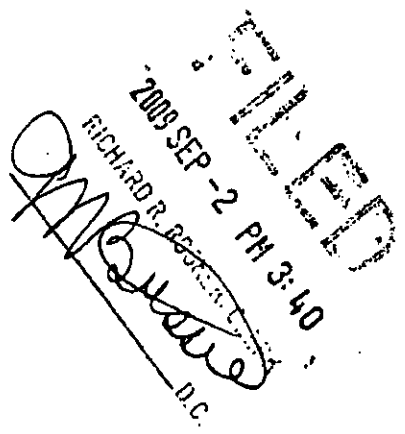
IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

MONICA DENISE NIXON, Plaintiff/Wife,	)	
v.	)	No.09D-189
TALLIE NIXON, JR., Defendant/Husband.	)	



FINAL DECREE OF DIVORCE

This cause came to be heard on the 2nd day of September 2009 in front of the Honorable Philip E. Smith. Based upon the testimony given in open court, statements made by counsel and the entire record as a whole this Court finds that there is good cause for the parties to be divorced. Further, this Court finds that the Marital Dissolution Agreement is fair and equitable and shall be approved. This Court finds that the Parenting Plan provides for the care, maintenance, residential schedule and support of the minor child and is in the best interest of the child. The Parenting Plan shall be approved. The following is hereby Ordered:

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff, Monica Denise Nixon, is awarded an absolute divorce from the Defendant, Tallie Nixon, Jr., based upon the grounds of irreconcilable differences. Both parties are hereby restored to all the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Court hereby approves the Marital Dissolution Agreement and the same is hereby incorporated in words and figures as follows:

Bill Garrett Davidson County
Batch# 104965 DEEDDIV
06/15/2018 09:59:03 AM 28 pgs
Fees: $142.00 Taxes: $0.00
20180615-0057674

FILED

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE 2009 JUN 15 PM 4:05

D.C.

MONICA DENISE NIXON	)	
	)	
Plaintiff/Wife	)	
	)	
vs.	)	Docket No. 09D-189
	)	
TALLIE NIXON, JR.	)	
	)	
Defendant/Husband	)	

MARITAL DISSOLUTION AGREEMENT

WHEREAS, **MONICA DENISE NIXON** (hereinafter referred to as the "Wife") and **TALLIE NIXON** (hereinafter to as the "Husband") have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and,

WHEREAS, the parties are presently living separate and apart; and,

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement providing for the division of their property and debts, and to tender this Agreement to the Court for approval in the event that a Final Decree of Divorce is granted in this cause; and,

WHEREAS, it is understood that the Wife has filed suit for absolute divorce upon the grounds of irreconcilable differences in the Circuit Court for Davidson County, Tennessee, pursuant to Tennessee Code Annotated 36-4-103, and that this Agreement shall be submitted to the Court for approval as the agreement of the parties. It is further understood that the Husband, by signing this Agreement, makes a general appearance before the Circuit Court of Davidson County, Tennessee, so that it will not be necessary to obtain service of process over the Husband in this cause, for the purpose of granting the Wife a divorce upon the grounds of irreconcilable differences; and

WHEREAS, the parties do own real property and do own some items of personal property;

WHEREAS, there is one minor child born of this marriage, namely, to wit, Tallie Nixon III, DOB: August 21, 1992.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. NO INTERFERENCE.

It is agreed by and between the parties, that 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. It is further agreed that neither party shall molest nor threaten nor harass the other.

2. DIVORCE.

It is agreed by and between the parties that the Wife shall proceed to obtain an absolute divorce upon the grounds of irreconcilable differences.

3. CHILDREN. The parties do have one child born of this marriage, namely, Tallie Nixon III. Provisions for the residential parenting time, support and maintenance of the children are set forth in the Permanent Parenting Plan attached and incorporated hereto and made a part hereof.

4. PERSONAL PROPERTY.

a) Vehicles. It is agreed by and between the parties that the Wife shall keep as her sole property the 2005 Chevrolet Cobalt which she drives as her vehicle, titled in the Wife's name. Any interest of the Husband in the vehicle is hereby divested from the Husband and reinvested in the Wife so that the Wife shall own said vehicle as her sole property, free and clear of any claim of the Husband. It is further agreed that the Wife shall be solely responsible for any debts and encumbrances thereon, and that she shall indemnify and hold the Husband harmless thereon.

It is agreed by and between the parties that the Husband does not have a vehicle.

b) Household Furniture, Fixtures & Appliances. The parties acknowledge that they have already divided between themselves all other items of tangible personal property. It is agreed by and between the parties that each party shall own as their sole property all items of personal property now in their possession. Any interest of one party in the personal property in the possession of the other party is hereby divested from the one and reinvested in the other so that they shall each own that property in their possession as their sole property, free and clear of any claim of the other.

c) Bank Accounts. It is agreed by and between the parties that each party shall own as their sole property any and all bank accounts, being checking, savings or otherwise, that they have in their sole names. It is further agreed by and between the parties that each party shall relinquish any claim that they may have in any funds in the bank account in the name of the other. The parties acknowledge that they do not have a joint bank account.

5. REAL PROPERTY.

It is agreed by and between the parties that the Husband shall relinquish any interest that Husband might have in the real property owned by the parties located at 3216 Clapham Road, Antioch, Davidson County, TN 37013, so that the Wife shall own this property free and clear of any interest or claim of the Husband, and any interest of the Husband is hereby divested from the Husband and reinvested in the Wife. It is further agreed by and between the parties that the Wife shall be solely responsible for the encumbrance on the aforesaid real property and that Wife shall indemnify and the hold the Husband harmless thereon.

6. RETIREMENT PLANS.

The parties acknowledge that the Wife has acquired an interest in a retirement/pension/profit sharing plan. It is agreed by and between the parties that the Husband

shall relinquish any claim or interest that he might have in the retirement/pension/profit sharing plan of the Wife. It is agreed by and between the parties that the interest of Husband in the retirement/pension/profit sharing plan of Wife shall be divested from him and reinvested in the Wife, so that Wife shall own her retirement/pension/profit sharing plan as her sole property, free and clear of any interest or claim of the Husband.

The parties acknowledge that Husband has not acquired an interest in a retirement plan.

7. MARITAL DEBTS.

It is agreed by and between the parties that they have not incurred joint debts during the marriage. It is further agreed by and between the parties that each party shall be solely responsible for any other debts that they have acquired in their respective names, including credit cards, and that they shall each indemnify and hold the other harmless thereon.

8. ALIMONY.

It is agreed by and between the parties that neither party shall make any claim for alimony against the other, either now or in the future.

9. NO FURTHER ENCUMBRANCES.

It is agreed by and between the parties that neither party shall further encumber the credit of the other from and after the date of signing this Marital Dissolution Agreement.

10. INCOME TAXES.

The parties agree that they shall assume any and all liability whatsoever for any joint indebtedness to the United States Internal Revenue Service incurred by the parties during their marriage prior to December 31, 2008. Each party further agrees to indemnify and hold the other party harmless for their portion of any such joint debt.

The parties agree that each shall file a separate income tax return for the 2009 tax year, and each shall be solely responsible for the payment of any federal income tax owed on their

separate returns for the 2009 tax year.

11. ATTORNEY FEES and FILING FEES.

It is agreed by and between the parties that each party shall pay their own attorney fees for representation in this matter.

12. COURT COSTS.

It is agreed by and between the parties that the Wife shall pay any and all Court Costs associated with the divorce.

13. PERMANENT INJUNCTION.

It is agreed by and between the parties that both parties should be permanently restrained and enjoined from coming about the other for the purpose of harming, harassing, threatening, or intimidating the other.

14. FURTHER NECESSARY ACTS.

It is agreed by and between the parties that both parties will sign any and all deeds, titles, documents or other instruments necessary to carry out the purposes and intents of this Agreement.

15. ESTATE WAIVER.

It is agreed by and between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto, and shall constitute a discharge from all claims arising out of their marital relationship, except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the others property, including without limitation, dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other inheritance, descent or distribution, or right to act as administrator or executor/trix of the other's estate, except as provided by the terms

of this Agreement. This Agreement applies to all property now owned by the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

16. ENTIRE AGREEMENT.

It is agreed by and between the parties that this Agreement contains the entire understanding of the parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein and that all prior and oral agreements are hereby merged with this Agreement. It is further agreed by and between the parties that this Marital Dissolution Agreement may not be amended except in writing by the consent of both parties.

17. ENFORCEMENT.

It is agreed by and between the parties that in the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, and if successful, he or she shall also be entitled to a judgment for reasonable expenses including attorney fees incurred in prosecuting the action.

18. NO OTHER ASSETS.

The parties acknowledge that there are no other assets owned by them, either jointly or individually, and that they have no interest in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made a full disclosure to each other of all assets in which they have an interest. The parties acknowledge their right to formal discovery, including completing interrogatories and request for production of documents or discovery depositions that are designed to discover assets or debts, but by signing this agreement waive said rights and release said attorney from any obligation to complete the formal discovery process.

If it is established that a party misrepresented or intentionally concealed a property

interest, the effect thereof or an important characteristic thereof, the interest of the concealing party will be transferred in full to the non-concealing part and the concealing party will pay all costs, fees, expenses, attorney's fees, and damages of the non-concealing party caused by said concealment.

19. NO UNDUE INFLUENCE.

It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

20. SEVERABILITY.

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

21. AFTER-ACQUIRED PROPERTY.

The parties acknowledge that between the date of execution of this Agreement and entry of a Final Decree of Divorce, the parties may acquire additional property, either real, personal, or mixed. The parties agree that each shall own such after-acquired property as his or her sole property, free and clear of any interest or claim of the other and they shall be solely responsible for the debt thereon and shall hold the other harmless.

22. ACCEPTANCE BY THE PARTIES.

With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a nondischargeable debt under 11 USC Section 523(5) of the

Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the Marital Dissolution Agreement.

23. TAX EXEMPT STATUS.

This Agreement is a transfer of appreciated property between spouses in connection with a divorce, and is not a sale or exchange or other disposition, but represents a division of property by co-owners.

24. NO TAX ADVICE.

Both parties acknowledge that neither of them are relying upon any tax advice from their respective attorneys and that said attorneys have expressed no expertise regarding the tax ramifications or tax consequences arising out of this Agreement. Each of the parties have been advised by their attorneys to seek tax counseling regarding the consequences of this Agreement from their own accountant or tax attorney and each of the parties acknowledge that they have had an opportunity to do so.

25. MAIDEN NAME NOT TO BE RESTORED

It is agreed by and between the parties that the Wife's maiden name shall not be restored to her and Wife shall retain her married name of Nixon.

26. HEALTH INSURANCE

Wife shall continue to cover Husband on her health insurance until entry of the Final Decree. Thereafter, Husband and Wife shall obtain separate health coverage and be responsible for their own insurance premiums. The Notice provisions of T.C.A. § 56-7-2366 do apply to these parties.

27. FULL AND FINAL SETTLEMENT

It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto and shall constitute a discharge from all claims arising out of their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, dower, curtsey, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or right to act as administrator or executor of the other's estate except as provide by the terms of this Agreement. This Agreement applies to all property now owned by Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

WITNESS OUR HANDS, this 12 day of June, 2009, as to the Wife, and this 29th day of May, 2009, as to the Husband.

Monica Denise Nixon

MONICA DENISE NIXON

Tallie Nixon Jr

TALLIE NIXON, JR.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

MONICA DENISE NIXON personally appeared before me, with whom I am personally acquainted or who provided identification, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 12 day of June, 2009

My Commission expires: 1/07/2013

NOTARY PUBLIC

JENNIFER SHEPPARD
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TN

STATE OF Tennessee)
COUNTY OF Davidson)

TALLIE NIXON, JR. personally appeared before me, with whom I am personally acquainted or who provided identification, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 29th day of May, 2009.

My Commission expires:

Sandra L. Daniel
NOTARY PUBLIC

SANDRA L. DANIEL
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires AUG. 23, 2011

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Court hereby approves the Parenting Plan and Child Support Worksheet and the same are hereby incorporated in words and figures as follows:

FILED 2009 SEP -2 PM 3:10 RICHARD R. ROOKER, CLERK D.C.

FILED 2009 JUN 15 PM 4:05 RICHARD R. ROOKER, CLERK D.C.

STATE OF TENNESSEE	FOURTH CIRCUIT COURT	DAVIDSON COUNTY
PERMANENT PARENTING PLAN ORDER ☐ PROPOSED ☒ AGREED ☒ ORDERED BY THE COURT		FILE NO. 09D-189 (Must be completed) PETITION NO.
PLAINTIFF *(Name: First, Middle, Last)* **Monica Denise Nixon** ☒ Mother ☐ Father		**DEFENDANT** *(Name: First, Middle, Last)* **Tallie Nixon Jr.** ☐ Mother ☒ Father

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
Tallie Nixon, III	**8/21/1992**

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent is Mother

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

Mother 365 days Father 0 days

B. DAY-TO-DAY SCHEDULE

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

From _____ to _____

Day and Time *Day and Time*

The Father currently resides in Michigan. Specific day-to-day visitation shall be reserved until the father petitions the court to set said parenting-time; until said petition is filed the Husband shall have parenting time as agreed upon by the parties.

☐ every week ☐ every other week ☒ other: NA

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	EVERY, unless agreed to by the parties otherwise	
Martin Luther King Day	EVERY, unless agreed to by the parties otherwise	
Presidents' Day	EVERY, unless agreed to by the parties otherwise	
Easter Day (unless otherwise Coinciding with Spring Vacation)	EVERY, unless agreed to by the parties otherwise	
Passover Day (unless otherwise coinciding with Spring Vacation)	EVERY, unless agreed to by the parties otherwise	
Mother's Day	EVERY, unless agreed to by the parties otherwise	
Memorial Day (if no school)	EVERY, unless agreed to by the parties otherwise	
Father's Day	EVERY, unless agreed to by the parties otherwise	
July 4th	EVERY, unless agreed to by the parties otherwise	
Labor Day	EVERY, unless agreed to by the parties otherwise	
Halloween	EVERY, unless agreed to by the parties otherwise	
Thanksgiving Day & Friday	EVERY, unless agreed to by the parties otherwise	
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 on the 4th of July, the holiday shall start at 9:00 A.M. on the 4th of July and end at 9:00 A.M. on July 5th.

D. FALL VACATION *(If applicable)*

The day-to-day schedule shall apply

E. WINTER (CHRISTMAS) VACATION

The day-to-day schedule shall apply

Other agreement of the parents: _____

F. SPRING VACATION *(If applicable)*

The day-to-day schedule shall apply

G. SUMMER VACATION

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

Is written notice required? ☐ Yes ☐ No.

H. TRANSPORTATION ARRANGEMENTS

The place of meeting for the exchange of the child or children shall be: _____
_____.

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**

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.

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
_____	☐ mother	☐ father	☐ joint

III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Father's gross monthly income is $ 1,040.00
Mother's gross monthly income is $ 5,347.33

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 $177.00 ☐ 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:

   _____

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

3. Child support payments shall begin on entry of Final Decree.

This support (i.e. child and spousal) shall be paid:

☐ directly to the other parent.
☒ to the Central Child Support Receipting Unit, P. O. Box 305200, Nashville, Tennessee 37229, and sent from there to the other parent at_____.
A Wage Assignment Order is attached to this Parenting Plan.
☐ by direct deposit to the other parent at _____ Bank for deposit in account no. _____.
☐ 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 child every year.

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

The father 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.

If available through work, the ☒ mother ☐ father shall maintain dental, orthodontic, and optical insurance on the minor child or children. The other parent shall pay a pro rata share of the medical insurance for the child only.

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* 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.

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

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

V. DISAGREEMENTS OR MODIFICATION OF PLAN

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

☒ 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 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;
(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.)***

Monica Denise Nixon — June 12, 2009 Nashville
Mother — Date and Place Signed

Sworn to and subscribed before me this 12 day of June, 2009.

My commission expires: 4/07/2013 — Jennifer Sheppard
Notary Public

Father — Date and Place Signed

Sworn to and subscribed before me this 15 day of June, 2009.

My commission expires: — Notary Public

SARA PAULA NIBLETT STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN. My Commission Expires MAR. 20, 2010

JENNIFER SHEPPARD NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY, TN

APPROVED FOR ENTRY:

James L. Widrig, Attorney for the Father

Jennifer Sheppard, Attorney for Mother

501 Union Street, Suite 503	*201 Fourth Avenue North, Suite 1450*
Address	*Address*
Nashville, TN 37219	*Nashville, TN 37219*
Address	*Address*
((615) 417-7800; BPR# 25111	*(615) 242-4477; BPR # 24699*
Phone and BPR Number	*Phone and BPR Number*

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

COURT COSTS (If applicable)

Court costs, if any, are taxed as follows: To the Mother

It is so ORDERED this the 2nd day of September, 2009.

Judge or Chancellor

FILED

2009 JUN 15 PM 4:05

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

		PRP	ARP	SPLIT
Name of Mother:	Monica Nixon	X		
Name of Father:	Tallie Nixon		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
Tallie Nixon III	08/21/1992	365	0	

FILED

2009 SEP -2 PM 3:40

RICHARD R. ROOKER, CLERK

D.C.

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		$ 5347.33	$ 1040.00	
1a		Federal Benefit for child	+ 0.00	+ 0.00	
1b		Self-employment tax paid	- 0.00	- 0.00	
1c		Subtotal	$ 5347.33	$ 1040.00	
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)		$ 5347.33	$ 1040.00	
2a	Combined Adjusted Gross Income	$ 6387.33			
3	Percentage Share of Income (PI)		84 %	16 %	

Part III. Parents' Share of BCSO

4	BCSO allotted to primary parent's household	$ -930.00	$ 0.00	$ 0.00
4a	Share of BCSO owed to primary parent	$ 0.00	$ 148.80	
5	Each parent's average parenting time	N/A	0	
6	Parenting time adjustment	$ N/A	$ 28.13	
7	Adjusted BCSO	$ 0.00	$ 176.93	

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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	$ 0.00	$ 0.00	$ 0.00
8b Recurring uninsured medical expenses	$ 0.00	$ 0.00	$ 0.00
8c Work-related childcare	$ 0.00	$ 0.00	$ 0.00
9 Total additional expenses	$ 0.00	$ 0.00	$ 0.00
10 Share of additional expenses owed	$ 0.00	$ 0.00	
11 Adjusted Support Obligation (ASO)	$ 0.00	$ 176.93	

Part V. Presumptive Child Support Order

	OBLIGATION	
12 Presumptive Child Support Order (PCSO)	$ 0.00	$ 177.00

* 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	$ 177.00
16 FCSO adjusted for Federal benefit, Line 1a, Obligor's column	$ 0.00	$ 177.00

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: Monica Nixon	X		
	Name of Father: Tallie Nixon		X	
	Name of non-parent Caretaker:			
	TCSES case #:			
	Docket #:			
	Court name:			

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.

Parent Income Information			Mother	Father
	1	Applicable gross income for credit worksheet	$ 5347.33	$ 1040.00
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

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 XXXXXXXXXXXXXXX ID 000000000 RTD XX OFFICE 000

CP XXXXXXXXXXXXXXX ID 000000000 RTD XX USERID XXXXXXX

DOCKET # OF CHILDREN FOR THIS ORDER + 1 NOTEPAD N

PARENTING TYPE ST - STANDARD PARENTING WORKSHEET DATE 04/24/2009

MORE +

	PI MOTHER 84% PI FATHER 16%	MOTHER	FATHER	NP CTAKER
EACH PARENT'S AVERAGE PARENTING TIME		0	0	
GROSS INCOME SUBTOTAL	LOW INCOME N (Y/N)	5347.33	1040.00	
CREDIT FOR CHILDREN		0.00	0.00	
CHILDREN'S PORTION INS		0.00	0.00	0.00
RECURRING MEDICAL		0.00	0.00	0.00
CHILDCARE (P / N / B)		0.00	0.00	0.00
PCSO		0.00	177.00	

DEVIATION 0.00 SSA BENEFIT 0.00

FCSO 177.00 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	Tallie Nixon III	08/21/1992		

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the costs of this cause are to be taxed to Monica Denise Nixon for which execution may issue if necessary.

Monica Nixon
3216 Clapham Road
Antioch, TN 37013

IT IS SO ORDERED.

ENTERED THIS 2nd DAY OF September, 2009.

HONORABLE PHILIP E. SMITH

APPROVED FOR ENTRY:

Jennifer Sheppard, BPR# 24699
Attorney for Mother
201 Fourth Ave. North, Suite 1450
Nashville, TN 37219
(615) 242-4477 office
(615) 242-4475 facsimile

Certificate of Service

I hereby certify that a true and exact copy of the foregoing has been forwarded via U.S. Postal Service, postage prepaid, to the following persons this 2 day of September, 2009:

Tarsila Crawford
Attorney at Law
501 Union Street, Suite 503
Nashville, TN 37219

Daphne Davidson
Child Support Services
220 Athens Way, Suite 500
Nashville, TN 37228

Monica Nixon
3216 Clapham Road
Antioch, TN 37013

Jennifer Sheppard

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 02 day of SEPTEMBER, 2009, in Docket Number 09D189 between NIXON, MONICA DENISE, Plaintiff, and NIXON, TALLIE JR , 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 15 day of JUNE in the year two thousand eighteen and in the 241st year of American Independence.

RICHARD R. ROOKER, Clerk,

By: C Hafner

Deputy Clerk

[SEAL]

