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IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

FILED
2017 JUL 12 PM 12:44
RICHARD R. ROGERS, CLERK
D.C

JUNE IJEOMA NWABARA]
]
]
Plaintiff/Wife,]
]
vs.] **Docket No: 15D1998**
] **Notice of Entry Requested**
NAJIB NASSIM JAMOUS]
]
]
Defendant/Husband.]

Bill Garrett Davidson County
Batch# 122309 DEEDDIV
07/30/2018 01:57:57 PM 16 pgs
Fees: $82.00 Taxes: $0.00
20180730-0074133

FINAL DECREE OF DIVORCE

This cause came on to be heard on the TWELFTH (12th) day of July, 2017, before the Honorable Philip E. Smith, Judge of the Fourth Circuit Court of Davidson County, Tennessee upon the Complaint for Divorce, a Marital Dissolution Agreement entered into between the parties and submitted to the Court for approval, and the record as a whole, from all of which the Court finds as follows:

That this Complaint for Divorce has been filed more than sixty (60) days, and there are no children born to this marriage.

That the Parties have entered into a Marital Dissolution Agreement which fairly and equitably distributes the parties' assets and liabilities.

That there exist between the parties such irreconcilable differences as renders a further continuation of the marriage impractical and impossible.

That the Marital Dissolution Agreement submitted to the Court for approval is fair and equitable and should be approved and made the Order of this Court.

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It is therefore **ORDERED, ADJUDGED** and **DECREED** that the Complainant, June Ijeoma Nwabara, is hereby awarded an absolute divorce on the grounds of irreconcilable differences and both parties are hereby restored to all rights and privileges of unmarried persons.

It is further **ORDERED, ADJUDGED** and **DECREED** that the Marital Dissolution Agreement submitted to the Court for approval is hereby approved and made the Order of this Court and are in words and figures as follows:

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WHEREAS, Wife is represented by attorney Katie Hagan, and Husband is represented by Geoffrey Coston.

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

1. **REAL PROPERTY.**

The parties own two parcels of real property. The first property is located at located at 6768 Christiansted Lane, Nashville, Tennessee 37211. Wife shall have sole possession of this property. The parties agree that this property shall be awarded in full to the Wife and Husband shall be divested of any interest in said property. Wife shall be solely responsible for the mortgage, taxes and upkeep associated with this property and shall hold Husband harmless on any debt associated with this address. Husband agrees to execute a Quitclaim Deed in favor of Wife for this property. The mortgage on this home is solely in the name of the Wife.

The parties own a second piece of real property located at 2212 Maple Grove Lane, Nashville, TN 37211. Husband shall have sole possession of this property beginning July 1, 2016. The parties agree that this property shall be awarded in full to the Husband and Wife shall be divested of any interest in said property. Husband shall be solely responsible for the mortgage, taxes and upkeep associated with this property and shall hold Wife harmless on any debt associated with this address. Wife agrees to execute a Quitclaim Deed in favor of Husband for this property once Husband has refinanced the mortgage on this property in his name solely and Wife has been removed from the mortgage on this property. Husband shall have one year (12 months) from the date of executing this document to refinance the mortgage. In the event Husband is unable to refinance the mortgage out of Wife's name, Wife may Petition this Court to sell the home immediately.

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IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

JUNE IJEOMA NWABARA	
Plaintiff/Wife,	
vs.	**Docket No: 15D1998**
NAJIB NASSIM JAMOUS	
Defendant/Husband.	

MARITAL DISSOLUTION AGREEMENT

This Agreement is entered into by and between the Plaintiff/Wife, **JUNE NWABARA** (hereinafter referred to as "Wife"), and the Defendant/Husband **NAJIB NASSIM JAMOUS** (hereinafter referred to as "Husband "), subject to the following premises, terms, and conditions:

W I T N E S S E T H:

WHEREAS, irreconcilable differences have arisen between the parties rendering this marriage irretrievably broken; and

WHEREAS, Wife has filed a Complaint for Divorce in the Circuit Court for Davidson County, Tennessee, bearing Docket No. 15-D-1998 and the parties have no expectation of resuming their marital relationship; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to settle amicably their differences with respect to all property rights, obligations for payment of debts, and to enter into a contract for the settlement of such rights and obligations, not only for the present but for the future, it being their intention that such contract will be effected with respect to all of their property and other matters of concern; and,

WHEREAS, both parties have full knowledge of and have made full disclosure of all separate assets;

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NOTICE: Pursuant to TCA 36-4-134: This decree does not necessarily affect the ability of a creditor to proceed against a party or a party's property, even though the party is not responsible under the terms of this decree for an account, any debt associated with an account or any debt. It may be in a party's best interest to cancel, close or freeze any jointly-held accounts.

4. **BANK ACCOUNTS.**

The parties have no joint checking accounts. Each party shall be awarded the contents of any checking, savings, or other bank account listed in his or her name individually free and clear of any claim of the other party.

5. **AUTOMOBILES.**

Wife shall receive as her sole property the 2003 S500Mercedes, 2005 SL500 Mercedes, and the 2010 C300 Mercedes automobiles currently in her possession. Husband agrees to execute any and all documents necessary to effectuate the transfer of the same to Wife and Wife shall hold Husband harmless thereon for any indebtedness remaining.

Husband shall receive as his sole property any vehicles currently in his possession. Wife agrees to execute any and all documents necessary to effectuate the transfer of the same to Husband and Husband shall hold Wife harmless thereon for any indebtedness remaining on said vehicle.

6. **ALIMONY**

The parties agree that there shall be no claim for alimony.

7. **INCOME TAX**

Each party shall file separate income tax returns beginning with the tax year 2016.

8. **MAJOR MEDICAL INSURANCE**

Each party will be responsible for the premiums for their own health insurance policies following the entry of the Divorce Decree. Husband is currently covered

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Further, the parties agree that Husband shall be awarded all interest in his business, *JP Imports*. Wife is divested of any right, title or interest to the business or any of the assets owned by the business, *JP Imports*.

2. **PERSONAL PROPERTY.**

The parties have divided their personal property by agreement. All property currently in the possession of the Husband shall be awarded to the Husband free and clear of any claim by the Wife. All property currently in the possession of the Wife shall be awarded to the Wife free and clear of any claim made by the Husband. Each party shall receive the contents of any checking or savings accounts held solely in their name and shall be awarded those accounts entirely.

3. **DEBTS.**

(a) Husband shall pay any and all remaining indebtedness in his sole name. Husband shall take all action necessary to hold the Wife harmless from any liability on these accounts and he shall indemnify Wife for any liability incurred. Husband shall be responsible for all credit card accounts in his sole name and shall hold Wife harmless from all debts.

(b) Wife shall be solely responsible for any and all remaining indebtedness in Wife's name solely. Wife shall take all action necessary to hold the Husband harmless from any liability on indebtedness in her sole name and she shall indemnify Husband for any liability incurred.

(c) To the best of the knowledge of the parties, all marital debts of the parties have been disclosed to both parties. If there are any debts not described herein of which the parties are unaware, the party incurring the indebtedness shall be responsible for paying the debt and shall hold the other party harmless. Any debts not dealt with in this agreement shall be paid by the party who incurred the debt.

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14. **NON-DISCHARGEABILITY.**

Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability thereon, such obligation shall be deemed to be a support obligation under 11 U.S.C. 523(e) which is not dischargeable in bankruptcy as to the other party.

15. **TORT CLAIMS.**

The parties further agree that by executing this Marital Dissolution Agreement, they are releasing, discharging, and forever barring any possible tort claims which they may have against each other, including those that could arise from contractual matters which are negotiated in this Marital Dissolution Agreement. The parties understand that they are forever barred from raising any tort claim, or tort claim arising from contractual matters in the future, out of any matters which were incurred in this marriage or which may have been incurred in the process of this divorce action.

16. **ENFORCEMENT.**

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

17. **INCORPORATION INTO FINAL DECREE.**

It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings in the Circuit Court for Davidson County, Tennessee, and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

18. **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 obligations of the respective

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by the Health Insurance maintained through Wife's employer. Wife has executed a Notice of Health Insurance termination and provided that information to Husband.

9. RETIREMENT FUNDS

Husband shall be awarded $300,000.00 from Wife's Stock Option Investment plan, investment account with Starbucks. Wife shall be awarded all remaining retirement, 401k, IRA, stock options, accounts in her name. This process shall occur through a QDRO and any preparation fees for the QDRO shall be paid by Husband. The Husband shall open an account in his own name at Fidelity Investments in order to transfer these stock options to him by way of a Qualified Domestic Relations Order.

10. PROPERTY SETTLEMENT

The parties agree and understand that this document represents a full and complete settlement of all marital property.

11. ATTORNEY FEES.

Each party shall pay his or her own attorney fees.

12. COURT COSTS.

Husband and Wife agree to be jointly responsible for the payment of any court costs incurred as a result of this divorce, after applying the filing fee.

13. INDEMNIFICATION.

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

In the event that it becomes reasonable necessary for either party to institute legal proceedings to procure the enforcement of any provision of this agreement, he or she shall be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

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disclosed shall have a right to an equitable share of same. This claim is specifically reserved to each party and is not discharged by the remaining terms of this Agreement.

22. VOLUNTARY AGREEMENT.

Each party represents to the other and acknowledges that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions of 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.

23. ENTIRE UNDERSTANDING.

This Agreement contains the entire understanding of the parties. There are no representations, warranties, or promises other than those expressly set forth herein.

24. SEVERABILITY.

In the event 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.

25. EXECUTION OF DOCUMENTS.

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

26. AMENDMENT OF AGREEMENT.

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

27. TENNESSEE LAW.

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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, curtesy, 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 others estate except as provided by the terms of this Agreement. This Agreement applies to all property now owned individually by Husband or Wife or any property that either of them may acquire in the future.

19. REVOCATION OF BENEFICIARY.

The parties agree that, except as otherwise provided by the terms of this Agreement, all documents heretofore executed by either party which designate the other party as a beneficiary shall be, and are hereby, revoked. Such documents shall include, but not be limited to, powers of attorney, beneficiary designations under insurance policies, annuities, retirement programs, employee benefit programs, and bank accounts. It is the intent of the parties to this Agreement that neither party shall receive any proceeds as a beneficiary of the other party from and after execution of this Agreement unless otherwise provided by the terms of this Agreement or unless a new beneficiary designation is hereafter executed designating the other party as beneficiary.

20. BINDING.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs, and assigns.

21. FULL DISCLOSURE.

The parties acknowledge that there are no 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 full disclosure to each other of all assets in which they have an interest. Should it develop that there were undisclosed assets, the party to whom the assets were not

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June Nwabara

Najib Nassim Jamous

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This Agreement shall be construed under the laws of the State of Tennessee.

28. 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.

29. NO TAX ADVICE

Both parties acknowledge that neither of them are relying on any tax advice from their representative attorneys and that said attorneys have expressed no expertise regarding the tax ramifications or tax consequences arising out of this Agreement.

THIS AGREEMENT is executed in one original which will be tendered to the Court as part of the Final Decree of Divorce between the parties. Both parties understand that this Agreement is subject to the approval of the Court in the event a divorce is granted to either party herein, and if approved by the Court shall be incorporated into the Final Decree of Divorce should the Court see fit to grant a divorce. Further, this Agreement shall operate as a full and final settlement of any and all claims or demands arising out of the marital relationship now existing between the parties, which either party may now have or which might accrue to the other in the future. However, in the event that a divorce is not granted to either party or the parties reconcile, this Agreement shall be of no force and effect. If approved by the Court, the said Agreement is a full, final and complete settlement of all property and support rights as between the parties, and the same is entered into without any collusion between the parties, but solely of their own free will and accord.

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It is further **ORDERED,** that the Husband and Wife shall be jointly responsible for the court costs associated with this divorce action remaining after applying the filing fee, for which execution may issue if necessary.

It is further **ORDERED,** that the last known address of the Plaintiff/Wife, June Nwabara is 6768 Christiansted Lane, Nashville, TN 37211.

It is further **ORDERED,** that the last known address of the Defendant/Husband, Najib Jamous is 2212 Maple Grove Lane, Nashville, TN 37211.

ENTERED THIS THE 12th **DAY OF** July, **2017.**

JUDGE PHILIP E. SMITH

APPROVED FOR ENTRY:

KATIE HICKS HAGAN #022122
Hagan & Todd
214 Second Avenue North, Ste 205
Nashville, Tennessee 37201
Phone: (615) 628-9111
katichagan@hagantodd.com
Counsel for Plaintiff/Wife

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AFFIDAVIT

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

June Nwabara upon first being duly sworn, hereby makes oath that she is the PLAINTIFF/Wife in the foregoing Marital Dissolution Agreement, that she has read this Agreement, and that the terms and conditions set forth are true and accurate, and she has affixed her signature hereto for the purposes therein contained.

June J. Nwabara
June Nwabara, PLAINTIFF/WIFE

SWORN to and subscribed before me this 10th day of May, 2017.

NOTARY PUBLIC

JONI GORE STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires JAN. 6, 2020

My Commission Expires: 1/6/2020.

****

STATE OF Tennessee)
)
COUNTY OF Williamson

Najib Nassim Jamous on first being duly sworn, hereby makes oath that he is the DEFENDANT/Husband in the foregoing Marital Dissolution Agreement, that he has read this Agreement, and that the terms and conditions set forth are true and accurate, and he has affixed his signature hereto for the purposes therein contained.

NAJIB NASSIM JAMOUS, Husband

SWORN to and subscribed before me this 11th day of May, 2017.

NOTARY PUBLIC

BLACK OF TENNESSEE NOTARY PUBLIC MARSHALL COUNTY

My Commission Expires: 3.6.2018

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CERTIFICATE OF SERVICE

DOCKET NO. 15D1998

I hereby certify I have mailed a copy of the foregoing to the parties/counsel listed below, on this 14TH day of JULY, 2017.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____
Deputy Clerk

KATIE HICKS HAGAN, ATTORNEY
HAGAN & TODD
214 2ND AVE. NORTH, STE 205
NASHVILLE, TN 37201

GEOFFREY COSTON, ATTORNEY
203 4TH AVE. SOUTH
FRANKLIN, TN 37064

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CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing document has been forwarded via United States Mail, postage prepaid, this 11 day of July, 2017, to the following:

Geoffrey Coston
Attorney at Law
203 Fourth Avenue South
Franklin, TN 37064

Katie Hicks Hagan