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

TYRUS ISAIAH VAUGHN,	)	
	)	
Plaintiff/Husband,	)	
	)	
vs.	)	**Docket No. 12D-1714**
	)	
CHARLENE YVETTE VAUGHN,	)	
	)	
Defendant/Wife.	)	

FILED
2014 JUN -2 PM 12:23
RICHARD R. ROOKER, CLERK
D.C.

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 21st day of May, 2014 before the Honorable Phillip Robinson, Judge of the Third Circuit Court for Davidson County, upon the original Complaint for Divorce, Answer and Counter-Complaint, Defendant's Petition for Civil Contempt against the Plaintiff, testimony of the parties and witnesses in open Court, exhibits submitted to the Court for consideration and statement of counsel from all of which the Court makes the following findings of facts and conclusions of law:

The parties were married in May, 2006. The Plaintiff and Counter-Defendant, Tyrus Isaiah Vaughn, (hereinafter "Husband"), is forty-two (42) years of age, is in good health with the exception of arthritis in his knee, has an associates' degree in accounting, is currently employed with Aerotek Professional Services and has in the recent past worked part time as a security guard for Brantley Security.

The Defendant and Counter-Complainant, Charlene Yvette Vaughn, (hereinafter "Wife"), is forty-one (41) years of age, is in good health and is employed by the Tennessee Department of Human Services.

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Karen Y Johnson Davidson County
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The parties have one minor daughter, to wit, Lauren Grace Vaughn, (d.o.b. 10/16/07), currently approximately six and one-half years of age.

The parties are separated with the Wife residing in the marital residence at 3848 Asheford Trace, Antioch, Davidson County, Tennessee 37013 with the minor child. The Husband currently resides with his father. The parties separated in May of 2012. The Husband filed for divorce on June 1, 2012. An Order of Temporary Support was entered on August 14, 2012 ordering the Husband to pay the sum of $213.00 per week effective August 9, 2012.

The parties have stipulated that the Wife shall be designated the Primary Residential Parent of the parties' minor child. Further, the parties have previously divided the household furniture, furnishings and appliances, and the parties have stipulated that each of the parties shall be awarded the personal property in his or her possession. The Husband has no objection to the Wife being awarded the marital residence located at 3848 Asheford Trace, Antioch, TN 37013 but disputes he should be responsible for any debt associated therewith.

Each of the parties has alleged inappropriate marital conduct or cruel and inhuman treatment against the other, and the Wife has alleged the additional ground of abandonment and failure to provide. The Husband alleges that the Wife has taken advantage of him financially during the marriage. While he paid the daycare for the parties' minor child, she claimed the deduction for income tax purposes while filing separately. The Husband's efforts to get her to compromise on a more equitable resolution regarding this issue were unsuccessful. He alleges she was dismissive in her attitude toward him, failed to cook meals or clean his clothes, attempted to dictate his social life, did not make his child by a prior relationship feel welcome in their home and went out with her friends drinking, staying out until as late as 1:00 a.m. or 2:00 a.m. and would

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not return home in time for him to go to his evening employment forcing him to be late for work or leave the parties' minor child unattended.

The Wife alleges that the Husband would spend nights away from the home without explanation, had engaged in multiple extra-marital affairs and would come in at all hours. When she attempted to address these issues with him, he would become argumentative and throw things, leaving holes in the walls of the parties' residence. He called her ugly names and used his income for his motorcycle club, leaving family bills unpaid. The Wife alleged that when the Husband abandoned the marriage, the mortgage was approximately $6,334 behind. She was forced to borrow money from her 401K Plan and from other sources to bring the mortgage current.

The Court finds that each of the parties has contributed to the demise of the marriage, and each has been guilty of inappropriate marital conduct. However, the Court finds the Husband's behavior to be the more egregious, therefore, the Wife shall be awarded a divorce on the grounds of inappropriate marital conduct and restored to all the rights and privileges of an unmarried person.

The Court finds that the Husband shall be awarded the household furniture, furnishings and appliances now in his possession as well as the 2002 Hyundai Sonata automobile now in his possession free and clear of any claim of the Wife. Further, the Husband shall be awarded any checking or savings account now in his name free and clear of any claim of the Wife. The Husband is also ordered to pay any debts in his name and hold the Wife harmless thereon.

The Wife is awarded the household furniture, furnishings and appliance now in her possession and the 1996 Honda Civic automobile and the 1992 Oldsmobile 88 Royale automobile all free and clear of any claim of the Husband. The Court further finds that the Wife shall be

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awarded the marital residence at 3848 Asheford Trace, Antioch, Davidson County, Tennessee free and clear of any claim of the Husband. The Wife shall be responsible for the outstanding mortgage against that property. The evidence shows that there were three liens filed against the Husband's interest in the property on financial obligations of the Husband. One is for back child support for a child from another relationship. The second represents a lien from SunTrust Bank for a repossessed car titled to the Husband, and the third is a lien by Credit Acceptance Corporation for another repossessed automobile titled to the Husband. The testimony shows that both of these vehicles were owned by the Husband prior to the marriage. The Court finds that the Husband shall be responsible for the foregoing debts and shall indemnify and hold the Wife harmless thereon. The Wife shall have one year from the date of the entry of this Final Decree of Divorce to refinance the marital residence, removing the Husband as a responsible party thereon. Should the Wife fail to refinance the residence in the aforesaid time, the property shall immediately be placed on the market and sold. The Wife shall be awarded any proceeds from the sale. In the event there is a deficiency, the parties shall divide the deficiency. The Wife shall be awarded any retirement benefits which she may have accrued related to her employment or otherwise. In addition, the Wife shall be awarded the contents of the Husband's 401K Plan through his employment in the amount of approximately $3,500 to reimburse her for the funds borrowed from her own 401K Plan to rescue the marital residence from foreclosure. The Wife shall have an appropriate Qualified Domestic Relations Order prepared at her expense to transfer said retirement benefits into her name.

The Court finds the Plaintiff, Tyrus Isaiah Vaughn, has failed to pay the family support previously ordered by the Court. The Court finds its support Order of August 14, 2012 to be a

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valid and lawful Order; the Husband has willfully failed to pay the support as ordered in that he was gainfully employed and diverted his income for other purposes; the arrearage is $3,813, and the Husband has the present ability to purge the arrearage by paying as set forth below. The Court finds the Plaintiff is in willful civil contempt, and he is sentenced to incarceration in the Davidson County Workhouse unless he purges the contempt in compliance with this Order

The Wife shall further have a judgment against the Husband in the amount of $3,813 representing the family support arrearage accumulated since the Court set support in this cause under its Order on Temporary Support dated August 14, 2012. The arrearage shall be paid as set forth below.

The Court finds that the Husband's income for 2013 averages $3,763 per month based on his paystub for the period ending 9/14/2013. In addition, the Husband has traditionally worked part time as a security guard on Saturdays and Sundays of each weekend at the rate of $10.97 per hour. This has resulted in additional income of approximately $760.00 per month. The Husband testified that he recently discontinued his employment as he would like to spend parenting time with his minor child on weekends. The Court applauds the Husband's industrious nature and his efforts to earn additional part-time income. The Court finds the Husband is capable of continuing to earn additional income and anticipates based on past behavior that he will do so in the future. The Court acknowledges, however, that the Husband should be able to spend parenting time with his minor child on alternating weekends. Therefore, the Court accepts the Husband's calculation of income as set forth on his Proposed Permanent Parenting Plan reflecting income of $4,181 per month. (See Exhibit No. 12.) The Court further finds that the Husband maintains major medical insurance on himself, his child by a prior relationship and the parties' child at a cost of $246.29 per

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month. The parties' minor child's portion of the major medical insurance is $82.10 per month.

The Court finds the Mother's average gross monthly income to be $3,491 based on her paystub submitted as Exhibit No. 8. The Court further finds that the Mother covers herself, a child by another relationship and the parties' child on her major medical insurance. The parties' child's portion is $77.00 per month. In addition, based on the Mother's testimony, the Mother has work-related child care expenses which average $368.00 per month which includes before and after school care and summer care.

As noted above, the Mother shall be designated the Primary Residential Parent, and the Father shall be designated the Alternate Residential Parent. The Father shall have approximately 106 days parenting time each year, with the Mother having 259 days per year. The Father shall have every-other weekend parenting time picking the child up from school on Fridays and timely returning the child to school on Monday mornings while school is in session. When school is not in session, the Father shall pick the minor child up from daycare on Friday evenings and return the child to daycare on Monday mornings. At all other times, the Father shall pick the child up directly from the Mother and return the child to the Mother at the conclusion of his parenting time. The parties shall alternate Spring and Fall Breaks and major holidays. Because the Father does not celebrate Christmas, the Mother shall have the minor child for the Christmas holidays each year from the date and time when school lets out until 12:00 noon on December 25th, and the Father shall have the child from 12:00 noon on December 25th returning the child to school when school resumes. In addition, the Wife shall be awarded the Easter Holiday every year from 6:00 p.m. the evening before the holiday until 6:00 p.m. the day of the holiday. Each parent shall be awarded two weeks of extended summer parenting time. The Mother shall notify the Father by April 15th of

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the exact dates of her extended two-week parenting time with the minor child, and the Father shall notify the Mother by May 1st of the exact dates of his extended parenting time which dates shall not conflict with those selected by the Mother.

The Court finds that the Mother is entitled to an additional judgment against the Husband in the amount of $1,302 representing retroactive child support for June and July, 2012.

Further, the Wife shall have a judgment against the Husband in the amount of $1,764 representing the World Finance/Firestone Credit Card indebtedness which the Husband incurred in the Wife's name for which execution may issue.

The Court finds that each of the party's incomes is substantially similar with the Husband earning slightly more as a result of his additional part time work. Under the circumstances, the Court finds that this is not a case for spousal support and the Wife's request for same is respectfully denied.

Each party shall be responsible for providing their own major medical insurance. The parties have complied with the provisions of T.C.A. § 56-7-2366.

It is therefore **ORDERED, ADJUDGED AND DECREED** that the Counter-Complainant, Charlene Yvette Vaughn, is granted an absolute divorce on the grounds of inappropriate marital conduct and is restored to all the rights and privileges of an unmarried person.

It is further **ORDERED** that the Wife is awarded the household furniture, furnishings and appliances now in her possession as well as the 1996 Honda Civic automobile and the 1992 Oldsmobile 88 Royale automobile. She is further awarded the marital residence located at 3848 Asheford Trace, Antioch, Tennessee, and the Husband Tyrus Isaiah Vaughn, is divested of any

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interest therein. The Wife shall be responsible for the mortgage, taxes and insurance on the property and shall transfer all utilities into her name solely within ten (10) days of the date of this Order and shall indemnify and hold the Husband harmless on all of the foregoing debts. The Wife shall have twelve (12) months within which to refinance the property into her name alone. Should the Wife fail for any reason to refinance the property in the aforesaid period, the property shall immediately be placed on the market and sold. The Wife shall be awarded any proceeds from the sale of the property. In the event there is a deficiency judgment, said judgment shall be divided equally between the parties.

It is further **ORDERED** that the Husband shall be responsible for the liens against the Asheford Trace property for his previous child support judgment regarding a child by another relationship, his SunTrust repossession debt associated with the vehicle previously owned by the Husband and his Credit Acceptance debt also regarding a vehicle previously owned by the Husband. The Husband shall indemnify and hold the Wife harmless on said debt.

It is further **ORDERED** that the Wife is to be awarded her 401K Plan through her employment as well as the Husband's 401K Plan through his employment. The Wife shall be responsible for preparing a Qualified Domestic Relations Order at her expense to transfer the Husband's retirement benefit into her name solely.

It is further **ORDERED** that the Husband is awarded the household furniture, furnishings and appliances in his possession as well as the 2002 Hyundai Sonata automobile now in his possession. The Husband shall be responsible for any indebtedness in connection with said vehicle and hold the Wife harmless thereon.

It is further **ORDERED** that each of the parties shall be responsible for their own personal

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debt or any debt listed in his or her name not otherwise provided for herein.

It is further **ORDERED** that the Wife is designated the Primary Residential Parent of the parties' minor daughter, and the Husband is designated the Alternate Residential Parent. The Court attaches a Permanent Parenting Plan and Child Support Worksheet which are hereby made the judgment of this Court.

It is further **ORDERED** that the Husband is in willful civil contempt of the Orders of this Court, and the Wife is awarded a judgment against the Husband in the amount of $3,813 representing family support arrearages accrued during the pendency of this action. The Husband shall purge the contempt by paying $150.00 per month on the arrearage plus statutory interest commencing June 1, 2014 and the first day of each month thereafter until paid in full or face incarceration in the Davidson County Workhouse. A review hearing shall be set for October 9, 2014 at 9:00 a.m.

It is further **ORDERED** that the Wife is awarded a judgment against the Husband in the amount of $1,302 representing retroactive child support from the separation of the parties until the entry of an Order for temporary support in this cause and an additional judgment in the amount of $1,764 representing the World Finance/Firestone Credit Card debt for service on the Husband's automobile charged to the Wife.

It is further **ORDERED** that each party shall be responsible for his or her major medical insurance.

It is further **ORDERED** that the Wife's request for transitional alimony is respectfully denied.

It is further **ORDERED** that the Wife is awarded a judgment as *in solido* alimony

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representing a portion of her reasonable attorney's fees in defending and prosecuting this matter in the amount of $2,500 for which execution may issue.

It is further **ORDERED** that this ruling constitutes a final ruling for appeals purposes.

It is further **ORDERED** that the Husband shall pay the cost of this cause for which execution may issue if necessary.

NOTICE: Pursuant to 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 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.

This the 2 day of June, 2014.

PHILLIP ROBINSON, JUDGE

cc:. Joy M. Sims, Esq.
611 Woodland Street
Nashville, TN 37206
Attorney for the *Defendant/Wife*

Tyrus I. Vaughn
2111 Lindell Avenue
Nashville, TN 37204

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STATE OF TENNESSEE	THIRD CIRCUIT COURT	DAVIDSON COUNTY *(Must be completed)*
PERMANENT PARENTING PLAN ORDER ☐ PROPOSED ☐ AGREED X ORDERED BY THE COURT		DOCKET NO. 12D-1714
PLAINTIFF *(Name: First, Middle, Last)* TYRUS ISAIAH VAUGHN FATHER	**DEFENDANT** *(Name: First, Middle, Last)* CHARLENE YVETTE VAUGHN MOTHER	

FILED
2014 JUN -2 PM 12:24
RICHARD R. ROOKER, CLERK

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.

Child's Name	Date of Birth
Lauren Grace Vaughn	October 16, 2007

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent is **CHARLENE YVETTE VAUGHN.**

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

Mother 259 days Father 106 days

B. DAY-TO-DAY SCHEDULE

The child shall reside primarily with the Mother, and the Father shall have residential time with the minor child every other weekend from Friday evening picking the child up from school on Fridays and timely returning the child to school on Monday mornings while school is in session commencing Friday, June 13, 2014. When school is not in session, the father shall pick the child up directly from the day care or the Mother and return the child to day care or the Mother at the conclusion of his parenting time as circumstances require.

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C. HOLIDAY SCHEDULE AND OTHER SCHOOL FREE DAYS

Indicate if child will be with parent in ODD or EVEN numbered years or EVERY year:

	MOTHER	FATHER
Easter Day	Every	None
Mother's Day	Every	None
Father's Day	None	Every
July 4th	Odd	Even
Halloween	Odd	Even
Thanksgiving Day & Friday	Even	Odd

The foregoing holidays shall commence at 6:00 p.m. the evening before the holiday and end at 6:00 p.m. the day of the holiday. For the holidays, Martin Luther King Day, Presidents' Day, Memorial Day, and Labor Day, the parent who exercised the weekend immediately before the holiday shall be awarded the holiday and return child to school Tuesday morning.

D. FALL VACATION

The above day-to-day residential schedule shall remain in effect except in even-numbered years when the Father shall have the minor child picking her up from school on the day the child is released from school for Fall Vacation until 6:00 p.m. the evening before school recommences. The Mother shall have the foregoing Fall Break in odd-numbered years.

E. WINTER (CHRISTMAS) VACATION

The mother shall have the child for the first period from the day and time school is dismissed until December 25th at 12:00 p.m. noon every year. The Father shall have the child for the second period from December 25th at 12:00 p.m. noon until 6:00 p.m. on the evening before school resumes every year.

F. SPRING VACATION

The above day-to-day residential schedule shall remain in effect except in odd-numbered years when the Father shall have the minor child picking her up from school on the day the child is released from school for Spring Break until 6:00 p.m. the evening before school recommences. The Mother shall have the foregoing Spring Break in even-numbered years.

G. SUMMER VACATION

Upon completion of the school year, the school schedule shall remain in effect. Each party shall have 14 consecutive days of the parenting time. The Mother shall notify the Father in writing by April 15th of the exact dates of her extended 14 days of parenting time with the minor child. The Father shall notify the Mother in writing by May 1st of the exact dates of his extended parenting time which will not conflict with those selected by the Mother.

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H. PRIORITIES

For the purposes of this Parenting Plan, the uninterrupted summer visitation with the minor child, the specific holidays and special occasions listed above shall take precedence over the alternating weekend schedule set forth above.

I. TRANSPORTATION ARRANGEMENTS

The pickup and delivery of the minor child shall be timely in accordance with the provisions of this Parenting Plan.

If the transporting 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.

J. OTHER

a. Each parent shall notify the other of their current address and telephone number and shall immediately advise the other of any change in same.
b. In the event that either parent takes the child out of town for vacation, that parent shall notify the other parent in advance and provide the other with an address and telephone number where the child can be reached in the event of an emergency.
c. Each of the parents shall have telephone access to the child while she is in the possession of the other parent provided such telephone contact is reasonable in terms of time of day, number of calls and duration of calls.
d. The parties shall not make derogatory comments about the parent or their family to or in the presence of the minor child nor allow any third parties to do so. Further, they shall not attempt to alienate the affections of the minor child from the other parent nor allow any third parties to do so.
e. The parents shall communicate directly with each other regarding any parenting or scheduling conflicts and shall not rely on the child to communicate with one another to resolve such issues.

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
Extracurricular activities	☑ mother	☐ father	☐ joint

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III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Father's gross monthly income is $ 4,181
Mother's gross monthly income is $ 3,491

The Father shall pay child support in accordance with Tennessee State Child Support Guidelines in the amount of $651.00 per month, commencing the 1st day of June and the 1st day of each month thereafter, by wage assignment. **The Child Support Worksheet shall be attached to this Order as an Exhibit.** Until the wage assignment takes effect, the Father shall pay said support to the Child Support Receipting Unit, P. O. Box 305200, Nashville, Tennessee 37229, and at all times the wage assignment is not in effect.

The Mother is awarded a judgment against the Father in the amount of $1,302 representing retroactive child support for June and July 2012, from the date of separation until the Temporary Support Order was entered. In addition, the Mother is awarded an arrearage judgment in the amount of $3,813 representing family support arrearages accrued during the pendency of this cause. This results in a total support arrearage judgment of $5,115 which shall be paid by the Husband at a rate of $100 per month in addition to the current child support for a total monthly support obligation of $751 until paid in full. Foregoing support judgment shall accrue statutory interest.

No action by either or both of the parties shall be effective to reduce child support after the due date of each payment. Further, court approval must be obtained before child support can be reduced or modified unless such payments are automatically reduced or modified under the terms of this Parenting Plans.

B. FEDERAL INCOME TAX EXEMPTION

The Mother is the parent receiving child support.

Beginning with the 2014 tax year, and each year thereafter, the Mother shall claim the minor child, Lauren Grace Vaughn.

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 15th.
- 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 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 15th.

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D. HEALTH AND DENTAL INSURANCE

The Mother and Father both shall cover the parties' minor child with major medical and hospitalization insurance, on their respective health insurance policies, and the parties shall divide any copays or medical expenses not paid by the major medical insurance including deductibles, routine physicals, pharmaceuticals, orthodontic, dental, or ophthalmological expenses including the cost of eyeglasses and contact lenses on a *pro rata* basis **in accordance with the attached Child Support Worksheet.** The Mother's insurance shall be considered the primary insurance and the Father's the secondary insurance.

E. LIFE INSURANCE

Each party shall maintain a policy of insurance on his or her life with a face value of not less than $100,000 listing the other parent as beneficiary for the use and benefit of the parties' minor child. Upon the child reaching her majority, the parties may at their option discontinue said insurance. Each party shall provide the other with a copy of the policy and beneficiary designation thereon within 30 days of the entry of this order and shall present evidence to the other that the policy is in effect by January 31st of each year.

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

The child is scheduled to reside the majority of the time with the Mother. This Mother 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

The parties agree that any dispute between the parties regarding the parenting of their minor child, the interpretation of this Parenting Plan or modification of same, e*xcept for financial support issues including child support, health and dental insurance, uncovered medical and dental expenses, and life insurance* shall be submitted to mediation by a neutral mediator chosen by the parties or chosen by the Court.

The costs of this process shall be assessed to the parties equally. The mediation process shall begin by notifying the other party by written request that they desire to mediate an unresolved issue.

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.

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D. If the Court finds that a parent willfully failed to appear without good reason, the Court, upon motion, may award attorney fees and financial sanctions to the prevailing parent.

VI. RIGHTS OF PARENTS

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

(1) The right to unimpeded telephone conversations with the child at least twice a week at reasonable times and for reasonable durations;
(2) The right to send mail to the child which the other parent shall not open or censor;
(3) The right to receive notice and relevant information as soon as practicable but within twenty-four (24) hours of any event of hospitalization, major illness or death of the child;
(4) The right to receive directly from the child's school any school records customarily made available to parents. (The school may require a written request which includes a current mailing address and upon payment of reasonable costs of duplicating.) These include copies of the child's report cards, attendance records, names of teachers, class schedules, and standardized test scores;
(5) Unless otherwise provided by law, the right to receive copies of the child's medical health or other treatment records directly from the physician or health care provider who provided treatment or health care. (The keeper of the records may require a written request which contains a current mailing address and the payment of reasonable costs of duplication.) No person who receives the mailing address of a parent as a result of this requirement shall provide such address to the other parent or a third person;
(6) The right to be free of unwarranted derogatory remarks made about the parent or his or her family by the other parent to the child or in the presence of the child;
(7) The right to be given at least forty-eight (48) hours notice, whenever possible, of all extra-curricular activities, and the opportunity to participate or observe them. These include the following: school activities, athletic activities, church activities and other activities where parental participation or observation would be appropriate;
(8) The right to receive from the other parent, in the event the other parent leaves the state with the minor child or children for more than two (2) days, an itinerary including telephone numbers for use in the event of an emergency;
(9) The right to access and participation in education on the same basis that is provided to all parents. This includes the right of access to the child for lunch and other activities. However participation or access must be reasonable and not interfere with day-to-day operations or with the child's educational performance.

VII. NOTICE REGARDING PARENTAL RELOCATION

The Tennessee statute (T.C.A. § 36-6-108) which governs the notice to be given in connection with the relocation of a parent reads in pertinent part as follows:

If a parent who is spending intervals of time with a child desires to relocate outside the state or more than fifty (50) miles from the other parent within the state, the relocating parent shall send a notice to the other parent at the other parent's last known address by registered or certified mail. Unless excused by the court for exigent circumstances, the

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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 parties.

Court costs, if any, are taxed as follows:

The Father shall pay the Court Costs for which execution may issue.

It is so ORDERED this the 2nd day of June, 2014.

JUDGE PHILLIP ROBINSON

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Effective as of 7/22/2008

State of Tennessee - Department of Human Services
Child Support Worksheet

6/2/2014 - 10:35 AM

FILED
2014 JUN -2 PM 12:24

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:	Charlene Yvette Vaughn	X		
Name of Father:	Tyrus Isiah Vaughn		X	
Name of non-parent Caretaker:	RICHARD H. FOUKE, II, CLERK			
TCSES case #:				
Docket #:	12D1714			
Court name:	Davidson County Third Circuit Court			

Name(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
Lauren Grace Vaughn	10/16/2007	259	106	

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		$ 3,491.00	$ 4,181.00	
1a	Federal benefit for child		+	+	
1b	Self-employment tax paid		-	-	
1c	Subtotal		3,491.00	4,181.00	
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)		$ 3,491.00	$ 4,181.00	
2a	Combined Adjusted Gross Income	$7,672.00			
3	Percentage Share of Income (PI)		46%	54%	

Part III. Parents' Share of BCSO

		Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
4	BCSO allotted to primary parent's household	$ 964.00	$ 0.00	$ 0.00
4a	Share of BCSO owed to primary parent	$ 0.00	$ 520.56	
5	Each parent's average parenting time	N/A	106	
6	Parenting time adjustment	$ N/A	$ -71.68	
7	Adjusted BCSO	$ 0.00	$ 448.88	

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Effective as of 7/22/2008

State of Tennessee - Department of Human Services
Child Support Worksheet

6/2/2014 - 10:35 AM

Part IV. Additional Expenses

		Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
8a	Children's portion of health insurance premium	$ 77.00	$ 82.10	$
8b	Recurring uninsured medical expenses	$	$	$
8c	Work-related childcare	$ 368.00	$	$
9	Total additional expenses	$ 445.00	$ 82.10	$ 0.00
10	Share of additional expenses owed	$ 37.77	$ 240.30	
11	Adjusted Support Obligation (ASO)	$ 37.77	$ 689.18	

Part V. Presumptive Child Support Order

		OBLIGATION		
12	Presumptive Child Support Order (PCSO)	$ 0.00	$ 651.00	

* 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	$ 651.00	
16	FCSO adjusted for Federal benefit, Line 1a. Obligor's column.	$ 0.00	$ 651.00	

Comments, Calculations, or Rebuttals to Schedule

Preparer's Use Only

Name: Prepared by Third Circuit Court Date: 6/2/2014
Title:

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 02 day of JUNE, 2014, in Docket Number 12D1714 between VAUGHN, TYRUS ISAIAH, Plaintiff, and VAUGHN, CHARLENE YVETTE, 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 17 day of SEPTEMBER in the year two thousand eighteen and in the 242nd year of American Independence.

RICHARD R. ROOKER, Clerk,

By: R. Thomas
Deputy Clerk

[SEAL]

