Karen Y Johnson Davidson County
Batch# 144702 DEEDDIV
09/25/2018 09:32:31 AM 26 pgs
Fees: $132.00 Taxes: $0.00
20180925-0094751

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 17 day of APRIL, 2018, in Docket Number 17D1264 between PUGH, ARMECHIE OMELESHUN, Plaintiff, and PUGH, RAYMOND WESLEY, 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 25 day of SEPTEMBER in the year two thousand eighteen and in the 242nd year of American Independence.

RICHARD R. ROOKER, Clerk,

By: M Montealegre
Deputy Clerk

[SEAL]

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

2018 APR 17 PM 4:09

ARMECHIE OMELESHUN PUGH,	]	
	]	
Plaintiff/Wife,	]	D.C
	]	
VS.	]	**NO: 17D-1264**
	]	
RAYMOND WESLEY PUGH,	]	
	]	
Defendant/Husband.	]	

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 17th day of April 2018, before the Honorable Philip E. Smith, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Amended Complaint for Absolute Divorce filed by the Wife; the presentation to the Court of a signed Marital Dissolution Agreement and Parenting Plan entered into between the parties in which the Court affirmatively finds that the parties hereto have made adequate and sufficient provision by written agreement for the custody and maintenance of any minor children of this marriage and for the equitable settlement of any property owned by the parties; the testimony of the Wife in open Court; and the entire record in this cause, from all of which appears to the Court that the Wife should be awarded an absolute divorce from the Husband upon the ground of irreconcilable differences. It further appears to the Court that the Marital Dissolution Agreement entered into between the parties should be approved and incorporated into this Final Decree of Divorce. It further appears that the Parenting Plan entered into between the parties is in the best interest of the minor child and should also be approved by the Court. It further appears that the current address of the Wife is 143 Southridge Drive, Nashville, TN 37207, and the current address of the Husband is 1728 21st Avenue North, Nashville, TN 37208.

IT IS, THEREFORE, ORDERED, ADJUDGED, and DECREED that the Wife be, and hereby is, awarded an absolute divorce from the Husband upon the ground of irreconcilable differences and is restored to all the rights and privileges of an unmarried person and that the bonds of matrimony heretofore existing between the parties shall be perpetually dissolved.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that the Parenting Plan entered into between the parties be, and the same hereby is, approved for entry and made the Order of the Court.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that the Marital Dissolution Agreement entered into between the parties be, and the same hereby is, approved and incorporated into this Final Decree of Divorce/ Said Parenting Plan and Marital Dissolution Agreement are in words and figures as follows:

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2018 MAR 13 PM 3:00

ARMECHIE OMELESUN PUGH,
Plaintiff/Wife,

v.

RAYMOND WESLEY PUGH,
Defendant/Husband.

Docket No. 17D1264

DC

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between **Armechie O. Pugh** (hereinafter referred to as "Wife") and **Raymond W. Pugh** (hereinafter referred to as "Husband") subject to the following premises, terms and conditions:

WHEREAS, as a consequence of certain irreconcilable differences that have arisen between the parties, a petition for absolute divorce has been filed, and whereas the parties are desirous of settling the disposition of their property and support rights subject to the approval of the Court;

THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the parties hereto agree, covenant and bind themselves as follows:

1. **DIVORCE**: The Wife shall proceed to trial and obtain a divorce on the grounds of irreconcilable differences. This Marital Dissolution Agreement shall be submitted to the Court for approval and, if approved, be made part of the Court's Final Decree of Divorce.

2. **VENUE AND SERVICE OF PROCESS**: Each of the parties hereby acknowledges that a divorce action is pending under the above-style and docket number in the Circuit Court for Davidson County, Tennessee. The parties waive further service of process. Each of the parties hereby submits his or her person and property to the jurisdiction of this Court. Further, the

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parties acknowledge that the Wife is represented by attorney Laura Tek, Esq. and the Husband is represented by attorney Roland T. Hairston, II, Esq.

3. **CUSTODY/VISITATION/CHILD SUPPORT**: The parties have entered into a Permanent Parenting Plan resolving all issues pertaining to the custody, support and maintenance of the minor child which Plan is attached hereto and incorporated herein by reference.

4. **REAL PROPERTY**: The parties acknowledge that they have an ownership interest in the following real property:

A. 1728 21st Avenue North, Nashville, TN 37208 - Husband is awarded all right, title and interest the parties may have in the real property located at 1728 21st Avenue North, Nashville, TN 37208 more particularly described as follows:

Land in Davidson County, Tennessee, being Lot(s) 259, as shown on the map entitled J.M., T.J. and G.W. Hardings Addition, of record as Plat Book 21, page 80, Register's Office for Davidson County, Tennessee, and being known as Lot No. 1 on the Map of Smith & Bishop's Subdivision of certain lots of said Harding Bros. Plan., to which plan reference is hereby made for a more complete and accurate legal description.

Said Lot No. 259 (a/k/a Lot 1) fronts 50 feet on the easterly side of 21st Avenue North and runs back between parallel lines 139 feet to a dead line.

Being the same property conveyed to Raymond Pugh, by deed from Nelson J. Senter and Lydia Dehaven Colson, of record as Instrument No. 20010523-0053808, dated April 10, 2001, and Register's Office.

Being the same property conveyed to Raymond Pugh and Armechie O. Pugh, Husband and Wife by quitclaim deed from Raymond Pugh, Married dated May 7, 2009 in Instrument No. 20090529-0049618 and filed on May 29, 2009 in the Register's Office for Davidson County, Tennessee.

Wife is divested of all right, title and interest in said property. Husband shall be solely responsible for any encumbrances on said property including any mortgage or other taxes and Husband shall indemnify and hold Wife harmless of the same. It is the understanding of the parties that the mortgage for this property is in both of the parties' names. Husband shall

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refinance the debt against this property to remove Wife's name within nine (9) months from the entry of the *Final Decree of Divorce.*

If the Husband fails to keep the mortgage current or if Husband fails to refinance the debt within nine (9) months, Wife may contract with a real estate agent of his choosing to market and sell the real property. The parties shall agree on the final sales price and Husband shall be solely responsible for any required repairs to sell the real property. Husband shall be awarded all proceeds from the sale of the real property.

B. 1730 21st Avenue North, Nashville, TN 37208 - Husband is awarded all right, title and interest the parties may have in the real property located at 1730 21st Avenue North, Nashville, TN 37208 more particularly described as follows:

Being the northerly part of the westerly part of Lot No. 260 and the Southerly part of the westerly part of Lot No. 261 on the map of the subdivision of Lot No. 5 of the Bosley Lands allotted to J.M. Harding , as of record in Book 38, Page 431, Register's Office for Davidson County, Tennessee, also being part of Lot No. 11 and all of Lot No. 12 on the Plat of Cato's Subdivision of part of Lot Nos. 260, 261, 262, 263, and 264 in J.M. Harding's Addition, as of record in Book 547, Page 17, Register's Office for Davidson County, Tennessee, described as follows:

Beginning on the easterly margin of 21st Avenue North, at the southwest corner of the property conveyed to John T. Shivers and wife by deed from Millie Feigenbaum, et al, of record in Book 1309, Page 291, Register's Office; thence with said Avenue, southwardly 39.5 feet; thence eastwardly 115 feet, more or less, to the westerly margin of an alley; thence northwardly 40.7 feet to Shivers' southeast corner; thence with Shivers' southerly line, westwardly 115 feet, more or less, to the beginning.

Being the same property conveyed to William Pugh and spouse, Annie Pugh by Warranty Deed dated September 8, 2008 from The Estate of Freeland Nichols and the Heirs at Law of Ophelia Nichols Barnes and filed for record on October 15, 2008 in Instrument No. 20081015-0103936, in the Register's Office for Davidson County.

Being the same property conveyed to Raymond W. Pugh, married and William Pugh, Jr. married, as tenants in common with expressed rights of survivorship by quitclaim deed from William Pugh and spouse Annie Pugh dated February 22, 2012 in Instrument No. 20120227-0016935 and filed on February 27, 2012 in the Register's Office for Davidson County, Tennessee.

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Wife is divested of all right, title and interest in said property. Husband shall be solely responsible for any encumbrances on said property including any mortgage or other taxes and Husband shall indemnify and hold Wife harmless of the same. It is the understanding of the parties that the mortgage and the deed for this property is in Husband's name along with his Father, William Pugh, Jr.

C. 143 Southridge Dr, Nashville, TN 37207 – Wife is awarded all right, title and interest in the real property located at 143 Southridge Dr, Nashville, TN 37207, more particularly described as follows:

Land in Davidson County, Tennessee being Lot 50, as shown on the map entitled Oak Park Subdivision, of record as Plat Book 3600, page 84, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Said Lot fronts 137.25 feet on the northerly side of South Ridge Drive and runs back 167.21 feet on the easterly line and 159.32 feet on the westerly line, to a dead line in the rear on which it measures 65.79 feet.

Being the same property conveyed to Karen Y. Collier, by deed from Louise Josephine Dunn Murray, of record as Instrument No. 20001101-0108533, dated October 31, 2000, said Register's Office.

Being the same property conveyed to Raymond W. Pugh and Armechie O. Pugh, Husband and Wife by warranty deed from Karen Y. Collier, unmarried on February 24, 2011, of record in Instrument No. 20110224-0015336 in the Register's Office for Davidson County, Tennessee.

This conveyance is made subject to the following encumbrances:
Matters shown on the Plan of record as Plat Book 3600, page 84, said Register's Office;

Restrictive Covenants contained in instrument of record as Book 8493, page 313, said Register's Office;
All easements or encumbrances of record that may affect the property; and
2011 property taxes, a lien but not yet due.
This is improved property known as 143 Southridge Drive, Nashville, Tennessee 37207.

Husband is divested of all right, title and interest in said property. Wife shall be solely responsible for any encumbrances on said property including any mortgage or other taxes and

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Wife shall indemnify and hold Husband harmless of the same. It is the understanding of the parties that the mortgage for this property is in both of the parties' names. Wife shall refinance the debt against this property to remove Husband's name within nine (9) months from the entry of the *Final Decree of Divorce.*

If the Wife fails to keep the mortgage current or if Wife fails to refinance the debt within nine months, Husband may contract with a real estate agent of his choosing to market and sell the real property. The parties shall agree on the final sales price and Wife shall be solely responsible for any required repairs to sell the real property. Wife shall be awarded all proceeds from the sale of the real property.

5. **AUTOMOBILES**: The Wife is awarded the 2006 Jeep Commander automobile free and clear of any claim of the Husband, and the Husband is divested of any right, title or interest therein and all interest shall vest solely in the Wife. The Wife shall be responsible for any indebtedness associated with said vehicle and shall indemnify and hold the Husband harmless thereon. This vehicle is unencumbered.

The Husband is awarded the 1986 Monte Carlo automobile and the 2000 Dodge Ram free and clear of any claim of the Wife, and the Wife is divested of any right, title or interest therein and all interest shall vest solely in the Husband. The Husband shall be responsible for any indebtedness associated with said vehicles and shall indemnify and hold the Wife harmless thereon. These vehicles are unencumbered.

Each of the parties shall execute any and all necessary documents to transfer the ownership of said vehicles including titles or other similar documents. Each of the parties shall be responsible for seeing that the vehicle awarded to him or her under the terms of this agreement is properly insured and shall indemnify and hold the other party harmless from any

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liability thereon.

6. **HOUSEHOLD FURNITURE, FURNISHINGS AND APPLIANCES:**

The Husband is awarded the following personal property from the marital residence free of any claim of the Wife:

a. All tools and equipment in the garage;

b. Husband's workout equipment;

c. A washer and dryer from the garage and

d. Any personal effects and clothing belonging to Husband.

The Wife is awarded the following personal property free of any claim of the Husband:

a. All furniture, furnishings and appliances in the home with the exception of the items listed above.

7. **BANK ACCOUNTS**: Each of the parties is 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. The only joint bank account is at St. Thomas Hospital Employee Credit Union. Said account and its contents shall be awarded to Husband.

8. **MAJOR MEDICAL INSURANCE**: The parties have complied with the provisions of T.C.A. §56-7-2366. Each of the parties shall be responsible for securing and maintaining his or her own major medical and hospitalization insurance.

9. **DEBTS AND OBLIGATIONS**: Each of the parties shall be responsible for paying any debt, credit card or charge account listed in his or her name individually and shall indemnify and hold the other party harmless thereon. The parties acknowledge there are no joint debts except the debt owed to Wells Fargo for a ring that Wife owns. Said debt shall be the sole and separate responsibility of the Wife. Wife shall indemnify and hold Husband harmless thereon.

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Wife shall not make any additional charges on said account and shall close said account immediately upon paying off the current balance.

NOTICE: Pursuant to T.C.A. §36-4-134 this Marital Dissolution Agreement does not necessarily affect the ability of a creditor to proceed against a party or a party's property, even though the party is not responsible under the terms of this Agreement 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.

10. **RETIREMENT**: The parties acknowledge that Wife is currently vested in retirement accounts or deferred compensation plans in her individual name. Wife is awarded all right, title and interest in said retirement accounts.

Husband has a Roth IRA with Edward Jones. Husband is awarded all right, title and interest in said Roth IRA.

11. **ALIMONY**: The parties agree that neither shall pay spousal support to the other.

12. **ATTORNEY'S FEES AND COURT COSTS**: Each of the parties shall be responsible for paying his or her own attorney's fees, and the Husband shall pay for any outstanding remaining court costs in this cause for which execution may issue, if necessary.

13. **FULL DISCLOSURE**: Each of the parties acknowledges that they have made a full disclosure of all marital and separate assets and that there are no other marital assets not addressed under the terms of this Agreement, including but not limited to, retirement accounts, IRA accounts, investment accounts or bank accounts. In the event that one party discovers that the other has failed to disclose additional assets that are considered by a Court of competent jurisdiction to be marital property, then in that event, upon Petition of either party, said assets shall be divided equally between the parties.

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14. **REVOCATION OF BENEFICIARY DESIGNATION**: Husband and Wife agree that, except as otherwise provided by the terms of this Agreement, all documents heretofore executed by either Husband or Wife which designate the other as a beneficiary shall be, and are hereby revoked. Such documents shall include, but are not limited to, powers of attorney, beneficiary designations under insurance policies, annuities, pension plans, retirement programs, 401(k) accounts, incentive and thrift plans, employee benefit programs, and all other such plans and accounts of any description whatsoever. It is the intent of Husband and Wife herein that neither party shall receive any proceeds as a beneficiary of the other party from and after the execution of this Agreement unless otherwise provided under the terms of this Agreement; or, unless a new beneficiary designation is executed after the execution of this Agreement, designating the other party as beneficiary.

15. **RELEASE OF TORT CLAIMS**: For and in consideration of the dispositions of the parties' various properties, assets and liabilities as set forth herein, and in consideration of the execution of this Agreement by each of the parties, each party does hereby release, discharge and forever waive any tort action or claim which he or she may have against the other party of any kind or of any nature whatsoever.

16. **MISCELLANEOUS PROVISIONS**:

(A) **Effect of Bankruptcy**: 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 therefore, it is the intention of the parties that such obligation shall be deemed to be a support obligation under 11 U.S.C. 523(5) and shall not be dischargeable in bankruptcy as to the other party.

(B) **Creditor Claim Recovery**: In the event a creditor of either party makes a claim

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

(C) **Enforcement**: In the event it becomes reasonably necessary for either party to institute legal proceedings to procure enforcement of any provisions of this Agreement or any Permanent Parenting Plan incorporated into the Final Decree, he or she will also be entitled to judgment for reasonable expenses, including attorney's fees, incurred in prosecuting said action.

(D) **Ratification & Incorporation**: It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in The Circuit Court for Davidson County, Tennessee and submitted to the Court for ratification and incorporation into the Final Decree between the parties.

(E) **Waiver**: 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 and claims which each may have or hereafter acquire under law of any jurisdiction with respect to the other's property, including without limitation, dower, curtsy, statutory allowance, homestead, descent or distribution, or right to act as administrator or executor 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.

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(F) **Successors & Assigns**: This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs, and assigns.

(G) **Voluntary Execution**: 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.

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

(I) **Severability**: In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid provisions shall not affect the other provisions of this Agreement, said provisions being severable.

(J) **Necessary Documents**: It is understood and agreed between the parties that, as a 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.

(K) **Alteration or Cancellation**: This Agreement may be altered, amended, or canceled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

(L) **Other Indebtedness**: The Husband and Wife acknowledge that, to the best of their knowledge, they have no outstanding indebtedness other than that specifically set out herein. However, in the event that any other indebtedness exists, whoever incurred such indebtedness shall be responsible for payment. Each party covenants with the other that, from the date of the

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divorce; neither will contract any indebtedness upon the credit of the other and that if either shall be compelled to pay future debt of the other, then the party of whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal services.

(M) **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 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.

(N) **Wife's Name**: Wife shall be restored to her maiden name, Armechie Omeleshun Patterson.

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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.

HUSBAND

WIFE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the above County and State, the above-named **Armechie O. Pugh**, with whom I am personally acquainted or otherwise provided satisfactory identification and who executed the foregoing document for the above-described purposes on this the 13th day of March 2018.

Notary Public

My Commission Expires: 3/8/21

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the above County and State, the above-named **Raymond W. Pugh,** with whom I am personally acquainted or otherwise provided satisfactory identification and who executed the foregoing document for the above-described purposes on this the 13th day of March 2018.

Notary Public

My Commission Expires: 9/7/2021

ROLAND T. HAIRSTON II
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires

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STATE OF TENNESSEE	FOURTH CIRCUIT COURT	DAVIDSON COUNTY
AGREED PERMANENT PARENTING PLAN ORDER	2018 APR 17 AM 7:09	FILE No. 17D1264
PLAINTIFF ARMECHIE O. PUGH, Mother	**DEFENDANT** RAYMOND W. PUGH, 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.

Child's Name	Date of Birth
Andrew Pugh	10/13/10
Zachary Pugh	4/2/14

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 215 days Father 150 days

B. DAY-TO-DAY SCHEDULE

Mother shall have responsibility for the care of the child or children except that the Father shall have responsibility from Thursday after school or at 3 pm until Monday at 9 am or drop-off at school every other week on Week A and from Thursday after school or at 3 pm until Friday at 9 am or drop-off at school on Week B. Week A and Week B shall be alternating.

This parenting schedule begins on March 22, 2018 with Week A. The parties agree that the Father shall have parenting time with the children from March 15, 2018 pickup from school until Monday, March 19, 2018, drop-off at school.

C. HOLIDAY SCHEDULE AND OTHER SCHOOL FREE DAYS

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

	MOTHER	FATHER
Martin Luther King Day	EVEN	ODD
Presidents' Day	ODD	EVEN
Easter Day (unless otherwise coinciding with Spring Vacation)	EVEN	ODD
Mother's Day**	EVERY	
Memorial Day (if no school)	ODD	EVEN

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Father's Day**		EVERY
July 4th	EVEN	ODD
Labor Day	ODD	EVEN
Halloween***	EVEN	ODD
Thanksgiving*	ODD	EVEN
Children's Birthdays**	EVEN	ODD
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:
* Thanksgiving: Thanksgiving parenting time shall be from the day and time school is released until drop-off at school on the Monday following Thanksgiving.
** Mother's Day & Father's Day: Parenting time for the weekend of Mother's Day & Father's Day shall be from 6 pm on the Thursday prior to the holiday until the following Monday drop-off at school/camp/with the other parent.
***Halloween: Halloween parenting time shall be on October 31 from 3 pm to 9 pm.

D. FALL VACATION
Father shall have parenting time from the day and time school dismisses until the day and time school resumes in ODD-numbered years. Mother shall have parenting time from the day and time school dismisses until the day and time school resumes in EVEN-numbered years.

E. WINTER (CHRISTMAS) VACATION
Mother shall have the child or children for the first period from the day and time school is dismissed until December 25 at 2 p.m. in odd-numbered years. The other parent will have the child or children for the second period from the day and time indicated above until 6:00 p.m. on the evening before school resumes. The parties shall alternate the first and second periods each year.

F. SPRING VACATION
Father shall have parenting time from the day and time school dismisses until the day and time school resumes in EVEN-numbered years. Mother shall have parenting time from the day and time school dismisses until the day and time school resumes in ODD-numbered years.

G. SUMMER VACATION
Beginning at 6 pm on the first Sunday after the children are released from school, the children shall spend alternating week-to-week parenting time with Father and Mother with exchanges on Sundays at 6 pm. Father shall have the first week of summer vacation.

H. TRANSPORTATION ARRANGEMENTS
The place of meeting for the exchange of the child or children shall be: *the party beginning their parenting time shall pick the children up from the other parent. The parent picking up the children shall wait in the driveway and wait for the children to come out.*
Payment of long distance transportation costs*: Not applicable.*
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 *(Not applicable)*

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J. OTHER

The following special provisions apply:

1. OTHER PARENTING TIMES: The children shall be entitled to spend time with each parent at times other than as stated above as agreed upon by the parties. Both parties are encouraged to have flexibility and reciprocity in arranging other time-sharing periods.
2. FAMILY REUNION: The children shall be allowed to attend each parents' family reunion so long as the other parent is given 30 days notice.
3. DETAILS REGARDING DIVORCE: Neither party shall discuss the specific details that led to the demise of the parties' marriage.

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	Joint
Non-emergency health care	Joint
Religious upbringing	Joint
Extracurricular activities	Joint

III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Father's gross monthly income is $4,833.33
Mother's gross monthly income is $4,838.33

1. The final child support order is as follows:
   a. Father shall pay to the other parent as regular child support the sum of $169.00 per month. **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

3. Payments shall begin on the 1st day of June, 2018.

This support shall be paid directly to the Mother via electronic transfer.

The parents acknowledge that court approval must be obtained before child support can be reduced or modified.

*Child Support Worksheet can be found on DHS website at http://www.state.tn.us/humanserv/is/isdocuments.html or at your local child support offices.

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B. FEDERAL INCOME TAX EXEMPTION*

For tax year 2017, Mother shall claim Andrew Pugh and Father shall claim Zachary Pugh.

Beginning tax year 2018, Father shall claim Andrew Pugh every year. Mother shall claim Zachary Pugh every year.

The Ξ mother Ξ 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

Each parent shall send proof of income to the other parent for the prior calendar year as follows:

- IRS Forms W-2 and 1099 shall be sent to the other parent on or before February 15.
- A copy of his or her federal income tax return shall be sent to the other parent on or before April 15 or any later date when it is due because of an extension of time for filing.
- The completed form required by the Department of Human Services shall be sent to the Department on or before the date the federal income tax return is due by the parent paying child support. *This requirement applies only if a parent is receiving benefits from the Department for a child.*

The parent paying work-related child care expenses shall send proof of expenses to the other parent for the prior calendar year and an estimate for the next calendar year, on or before February 15.

D. HEALTH AND DENTAL INSURANCE

Reasonable health insurance on the children will be maintained by the mother.

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 split equally between the parties. After insurance has paid its portion, the parent receiving the bill will send it to the other parent within ten days. The other parent will pay his or her share within 30 days of receipt of the bill.

If available through work, Mother shall maintain dental, orthodontic, and optical insurance on the minor child or children.

E. LIFE INSURANCE

Both parties shall insure his/her own life in the minimum amount of $100,000.00 by whole life or term insurance. Until the child support obligation has been completed, each policy shall name the child/children as sole irrevocable primary beneficiary, with the other parent as trustee for the benefit of the child(ren), to serve without bond or accounting.

* NOTE: The child support schedule assumptions in the guidelines (1240-2-4-.03 (6)(b)) assume that the parent receiving the child support will get the tax exemptions for the child.

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

The children are scheduled to reside the majority of the time with the Mother. This parent is designated as the primary residential parent also known as the custodian, **SOLELY** for purposes of 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.

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 certified mail.

In the dispute resolution process:

A. Preference shall be given to carrying out this Parenting Plan.
B. The parents shall use the process to resolve disputes relating to implementation of the Plan.
C. A written record shall be prepared of any agreement reached, and it shall be provided to each parent.
D. If the Court finds that a parent willfully failed to appear without good reason, the Court, upon motion, may award attorney fees and financial sanctions to the prevailing parent.

VI. RIGHTS OF PARENTS

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

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

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

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

(6) The right to be free of unwarranted derogatory remarks made about such parent or such parent's family by the other parent to or in the presence of the child;

(7) The right to be given at least forty-eight (48) hours notice, whenever possible, of all extracurricular school, athletic, church activities and other activities as to which parental participation or observation would be appropriate, and the opportunity to participate in or observe them. The parent who has enrolled the child in each such activity shall advise the other parent of the activity and provide contact information for the person responsible for its scheduling so that the other parent may make arrangements to participate or observe whenever possible, unless otherwise provided by law or court order;

(8) The right to receive from the other parent, in the event the other parent leaves the state with the minor child or children for more than forty-eight (48) hours, an itinerary which shall include the planned dates of departure and return, the intended destinations and mode of travel and telephone numbers. The parent traveling with the child or children shall provide this information to the other parent so as to give that parent reasonable notice; and

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

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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:

After custody or co-parenting has been established by the entry of a permanent parenting plan or final order, 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 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 mother. Father shall attend the parenting seminar by April 15, 2018 Failure to attend the parent education class within 60 days of this order is punishable by contempt.

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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. A notary public is required if this is an agreed plan by both parents.)***

Armechie Pugh — April 17, 2018 Courthouse
Mother — Date and Place Signed

Sworn to and subscribed before me this 16 day of April, 2018.

My commission expires: 1-8-21
Notary Public

LAURA TEK NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY MY COMMISSION EXPIRES 11-8-2021

Raymond Pugh — April 16, 2018 Nashville, TN
Father — Date and Place Signed

Sworn to and subscribed before me this 16th day of April, 2018.

My commission expires: 9/7/2021
Notary Public

ROLAND T. HAIRSTON II NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY My Commission Expires

APPROVED FOR ENTRY:

Laura Tek, BPR #016523
Attorney for Mother
1994 Gallatin Pike North
Madison, TN 37115
(615) 851-2100

Roland T. Hairston, II, BPR #031473
Attorney for Father
301 Northcreek Blvd. #146
Goodlettsville, TN 37070
(615) 428-7345

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: _____.

It is so ORDERED this the 17th day of April, 2018.

Judge

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Effective as of 7/22/2008

State of Tennessee - Department of Human Services
Child Support Worksheet

4/13/18 - 11:49 AM

Part I. Identification

Indicate the status of each parent or caretaker by placing an "X" in the appropriate column

		PRP	ARP	SPLIT
Name of Mother: Annechie Pugh		X		
Name of Father: Raymond Pugh			X	
Name of non-parent Caretaker:				

TCSES case #:
Docket #: 17D1254
Court name: Fourth Circuit, Davidson County, TN

Name(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
Andrew Pugh	10/13/10	215	150	
Zachary Pugh	4/2/14	215	150	

2018 APR 17 PM 4:09

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	$ 4,838.33	$ 4,833.33	
	1a	Federal benefit for child	+	+	
	1b	Self-employment tax paid	-	-	
	1c	Subtotal	4,838.33	4,833.33	
	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)	$ 4,838.33	$ 4,833.33	
2a		Combined Adjusted Gross Income	$9,671.66		
3		Percentage Share of Income (PI)	50%	50%	

Part III. Parents' Share of BCSO

4		BCSO allotted to primary parent's household	$ 1517.00	$ 0.00	$ 0.00
4a		Share of BCSO owed to primary parent	$ 0.00	$ 758.50	
5		Each parent's average parenting time	N/A	150	
6		Parenting time adjustment	$ N/A	$ -488.35	
7		Adjusted BCSO	$ 0.00	$ 270.15	

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Effective as of 7/22/2008 | State of Tennessee - Department of Human Services | 4/13/18 - 11:49 AM

Child Support Worksheet

Part IV. Additional Expenses

		Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
8a	Children's portion of health insurance premium	$ 257.60	$	$
8b	Recurring uninsured medical expenses	$	$	$
8c	Work-related childcare	$	$ 459.33	$
9	Total additional expenses	$ 257.60	$ 459.33	$ 0.00
10	Share of additional expenses owed	$ 229.67	$ 128.80	
11	Adjusted Support Obligation (ASO)	$ 229.67	$ 398.95	

Part V. Presumptive Child Support Order

		OBLIGATION		
12	Presumptive Child Support Order (PCSO)	$ 0.00	$ 169.00	

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

Low Income? N (N=15% Y=7.5%)

Current Order Flat %? N (N / Y)

Modification of Current Child Support Order

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

Part VI. Deviations and FCSO

14	Deviations (Specify):	$	$	
15	Final Child Support Order (FCSO)	$ 0.00	$ 169.00	
16	FCSO adjusted for Federal benefit, Line 1a, Obligor's column.	$ 0.00	$ 169.00	

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

Comments, Calculations, or Rebuttals to Schedule

Preparer's Use Only

Name: Roland Hairston, II (RH) Date: 4/13/18

Title: Attorney for Father

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Excel Summary Sheet

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 XXXXXXXXXXXXXX ID 000000000 RTD XX OFFICE 000
CP XXXXXXXXXXXXXX ID 000000000 RTD XX USERID XXXXXXX
DOCKET 17D1254 + # OF CHILDREN FOR THIS ORDER 2 NOTEPAD N
PARENTING TYPE ST - STANDARD PARENTING WORKSHEET DATE 4/13/18

PI MOTHER 50% PI FATHER 50%

	MOTHER	FATHER	MORE + NP CTAKER
EACH PARENT'S AVERAGE PARENTING TIME	0	150	
GROSS INCOME SUBTOTAL LOW INCOME N (Y/N)	4838.33	4833.33	
CREDIT FOR CHILDREN	0.00	0.00	
CHILDREN'S PORTION INS	257.60	0.00	
RECURRING MEDICAL	0.00	0.00	
CHILDCARE B (P / N / B)	0.00	459.33	
PCSO	0.00	169.00	

DEVIATION 0.00 SSA BENEFIT 0.00
FCSO 169.00 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	Andrew Pugh	10/13/10		
O	Zachary Pugh	4/2/14		

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IT IS FURTHER ORDERED, ADJUDGED, and DECREED that the Complaint for Divorce is amended to reflect that the Plaintiff's place of birth was Georgia.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that the Plaintiff shall be restored to her maiden name, "**ARMECHIE OMELESHUN PATTERSON**".

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that all outstanding remaining unpaid Court costs shall be paid by the Husband for which execution shall issue, if necessary.

ENTERED this 17 day of April 2018.

HON. PHILIP E. SMITH, JUDGE

APPROVED FOR ENTRY:

LAURA TEK, #16523
Rivergate Park Office Building
1994 Gallatin Pike North, Suite 309
Madison, Tennessee 37115
615/851-2100
Counsel for Plaintiff/Wife

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Decree was sent by U.S. Mail, postage prepaid, to:

Roland T. Hairston, II, Esq.
301 Northcreek Blvd. #146
Goodlettsville, Tennessee 37070-0146

on this 17th day of April 2018.

LAURA TEK