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

L'LREVIA CHRISTINA BREEDLOVE,	]	
	]	
Plaintiff/Wife,	]	
	]	
VS.	]	**NO: 19D-1049**
	]	
CHARLES EDWARD BREEDLOVE,	]	
	]	
Defendant/Husband.	]	

Karen Johnson Davidson County
Batch# 334962 DEEDDIV
12/26/2019 02:07:57 PM 21 pgs
Fees: $107.00 Taxes: $0.00
20191226-0133278

FINAL JUDGMENT OF DIVORCE

This cause came on for trial on the 29th day of October 2019, before the Honorable Philip E. Smith, Judge for the Fourth Circuit Court for Davidson County, Tennessee, at Nashville, upon the Complaint for Absolute Divorce filed by the Plaintiff, L'lrevia Christina Breedlove. Based on the sworn testimony of Ms. Breedlove and her witness, statements of counsel, and the entire record herein, the Court makes the following findings of fact and conclusions of law which are as follows.

1. The parties have been married for fifteen (15) years. Ms. Breedlove filed her Complaint for Divorce on 06/10/2019. She alleged that the Defendant/Husband, Mr. Breedlove, was guilty of inappropriate marital conduct and adultery. She also alleged that the parties had irreconcilable differences in their marriage. She also alleged that there was one (1) child born of the marriage and one parcel of real property subject to equitable distribution. Mr. Breedlove was personally served with this Complaint and alias Summons on 07/13/2019 by private process service. To date, Mr. Breedlove has filed no Answer to any of the pleadings.

2. Mr. Breedlove failed to participate in this lawsuit by filing an Answer or defense and so a default judgment was entered against him on 09/27/2019.

3. The proof presented by Ms. Breedlove and her witnesses was that Mr. Breedlove was in the habit of drinking alcohol to excess, acting belligerent in front of family and friends, and having inappropriate pictures of other women on his phone. These acts more than constitute Inappropriate Marital Conduct. Ms. Breedlove is therefore awarded an absolute divorce from Mr.

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Breedlove on the ground of Inappropriate Marital Conduct pursuant to Tenn. Code Ann. § 36-4-101(11) thereby restoring her to all the rights and privileges of an unmarried person.

4. In June of 2006, Ms. Breedlove purchased a house and lot at 1407 Ocoee Trail, Madison, TN 37115-5615. The name of the owner was listed on the Deed as "L'Irevia C. Breedlove, married". Ms. Breedlove's name was the only name obligated on the mortgage. Since that time, Ms. Breedlove has paid the mortgage on this house and lot and all its necessary maintenance. This house and lot and all equity therein shall, therefore, be vested in the Wife as her sole and separate property and the Husband shall be divested of any claim thereof. All equity contained in this house and lot shall be alimony in solido to Ms. Breedlove. Ms. Breedlove shall continue to reside at this house and lot and shall be solely responsible for the payment of the mortgage, utilities, taxes, insurance, maintenance, and all expenses that may be incurred for the upkeep of this house and lot. Ms. Breedlove shall indemnify and hold Mr. Breedlove harmless on these expenses. All appliances, furnishings, and fixtures remain with this house and lot.

5. The parties have one (1) child born of the marriage, to wit: Jaden Edward Breedlove, born 11/04/2007. Ms. Breedlove has been the primary caregiver for this child throughout the marriage. Mr. Breedlove has not seen the child since the parties separated. The Court, therefore, designates Ms. Breedlove as the child's Primary Residential Parent. She shall have sole decision-making with regard to the child's educational opportunities, non-emergency health care issues, religious affiliations, and participation in extra-curricular activities. Ms. Breedlove shall have 365 days per year of parenting time with the minor child and Mr. Breedlove shall have 0 days. If, at some later date Mr. Breedlove desires to become a part of the child's life, then he must petition the Court for, and convince this Court that he is worthy of, parenting time. In the meantime, For the purposes of calculating child support, Ms. Breedlove's average gross monthly income is $6,907.33 and Mr. Breedlove's average gross monthly income is $2,844.16. Ms. Breedlove has no work-related childcare expenses. She does, however, provide medical, dental and vision insurance on the child through her employer at a cost of $164.88 per month. She shall continue to provide this insurance on the parties' child until further order of the Court. Based on this proof, Mr. Breedlove's child support obligation to Ms. Breedlove for their minor child shall be **$441.00 per month**. Mr. Breedlove' obligation shall begin on 11/01/2019. Ms. Breedlove shall also be entitled to a **judgment of $3,969.00** against Mr. Breedlove for back child support

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from the time they separated, which was 02/01/2109, to 10/31/2019 (9 months). Mr. Breedlove shall pay $100.00 per month on this back-support judgment until it is satisfied. Any medical, dental and vision bills incurred by the minor child not covered by insurance shall be split pro-rata between the parties (71% responsibility for Ms. Breedlove and 29% for Mr. Breedlove). Life Insurance on either party's life for the benefit of the minor child shall not be required. All findings in this paragraph are found to be in the best interest of the minor child.

6. Ms. Breedlove shall be awarded all right, title and interest in and to her 2019 Nissan Altima and 2003 Ford Expedition, all bank accounts in her name, appliances, furniture, furnishings, if any, and other personal property in her possession and under her control, free and clear of any claims from Mr. Breedlove. Ms. Breedlove shall be responsible for any indebtedness associated with these items and shall indemnify and hold Mr. Breedlove harmless thereon. Conversely, Mr. Breedlove shall be awarded all right, title and interest in and to his vehicle and personal property in his possession and under his control, free and clear of any claims from Ms. Breedlove. Mr. Breedlove shall be responsible for any indebtedness associated with these items and shall indemnify and hold Ms. Breedlove harmless thereon.

7. With the exception of the indebtedness/mortgage on the marital house and lot, Ms. Breedlove testified that the parties have no other joint debts. As to the parties' separately incurred debts, Ms. Breedlove shall be responsible for all debts she has incurred in her name only since the date of the separation of the parties, which was 02/01/2019, and shall indemnify and hold Mr. Breedlove harmless thereon. Likewise, Mr. Breedlove shall be responsible for all debts he has incurred in his name only since the date of separation of the parties and shall indemnify and hold Ms. Breedlove harmless thereon.

8. Ms. Breedlove shall be awarded all right, title and interest in and to her retirement accounts, pension accounts, 401k accounts, and any other similar accounts she may have through her employer or privately, free and clear of any claims from Mr. Breedlove. Conversely, Mr. Breedlove shall be awarded all right, title and interest in and to his retirement account, pension account, 401k account, and any other similar accounts he may have through his employer or privately, if any, free and clear of any claims from Ms. Breedlove.

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9. Laura Tek, Ms. Breedlove's attorney, should be awarded a judgment of $ 2700.00 for her reasonable attorney's fees against the Defendant, Mr. Breedlove. This award should be alimony in solido and nondischargeable in bankruptcy.

10. Ms. Breedlove shall be restored to her maiden name, **"L'Irevia Christina Birdsong"**.

11. The current address of Ms. Breedlove is 1407 Ocoee Trail, Madison, TN 37115-5615, and the last known address of Mr. Breedlove is 135 Coventry Woods Drive, Madison, TN 37115-3857.

12. All Court costs should be taxed to Mr. Breedlove.

BASED ON THESE FINDINGS, IT IS:

ORDERED, ADJUDGED and **DECREED** that Ms. Breedlove shall be awarded a divorce from Mr. Breedlove on the ground of Inappropriate Marital Conduct pursuant to Tenn. Code Ann. § 36-4-101(11), thereby restoring her to all the rights and privileges of an unmarried person. It is further

ORDERED, ADJUDGED and **DECREED** that the parties' house and lot located at **1407 Ocoee Trail, Madison, TN 37115-5615**, valued at $155,200.00, shall be divested out of Mr. Breedlove and all right, title and interest in and to said house and lot shall be vested in Ms. Breedlove in fee simple absolute. This residence is more particularly described as follows:

> **LAND in Davidson County, Tennessee, being Lot No. 191 on the Plan of Nawakwa Hills, Powwow Addition, Section 6, not of record, Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.**
>
> **BEGINNING at a point in the easterly margin of Ocoee Trail at the corner of Lot Nos. 190 and 191; thence, with the line between said lots, easterly 150 feet to a point; thence northerly 50 feet to a point; thence, westerly 150 feet to the easterly margin of Ocoee Trail; thence with the margin of the same, southerly 50 feet to the point of beginning.**

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BEING the same property conveyed to L'Irevia C. Breedlove, married, by Warranty Deed from Michael A. Brady and wife, Teresa Brady, recorded on the 28th day of June 2006, at instrument number 20060628-0077404, Register's Office of Davidson County, Tennessee.

The Map and Parcel numbers of this house and lot is 053 14 0 140.00.

This is the same description as in previous deed of record.

ORDERED, ADJUDGED and **DECREED** that all equity in the parties' house and lot shall be awarded to Ms. Breedlove as *alimony in solido*. It is further

ORDERED, ADJUDGED and **DECREED** that the parties have one (1) child born of the marriage, to wit: Jaden Edward Breedlove, born 11/04/2007. Ms. Breedlove has been the primary caregiver for this child throughout the marriage. Mr. Breedlove has not seen the child since the parties separated. The Court, therefore, designates Ms. Breedlove as the child's Primary Residential Parent. She shall have sole decision-making with regard to the child's educational opportunities, non-emergency health care issues, religious affiliations, and participation in extra-curricular activities. Ms. Breedlove shall have 365 days per year of parenting time with the minor child and Mr. Breedlove shall have 0 days. If, at some later date Mr. Breedlove desires to become a part of the child's life, then he must petition the Court for, and convince this Court that he is worthy of, parenting time. For the purposes of calculating child support, Ms. Breedlove's average gross monthly income is $6,907.33 and Mr. Breedlove's average gross monthly income is $2,844.16. Ms. Breedlove has no work-related childcare expenses. She does, however, provide medical, dental and vision insurance on the child through her employer at a cost of $164.88 per month. She shall continue to provide this insurance on the parties' child until further order of the Court. Based on this proof, Mr. Breedlove's child support obligation to Ms. Breedlove for their minor child shall be **$441.00 per month**. Mr. Breedlove' obligation shall begin on 11/01/2019. Ms. Breedlove shall also be entitled to a **judgment of $3,969.00** against Mr. Breedlove for back child support from the time they separated, which was 02/01/2109, to 10/31/2019. Mr. Breedlove shall pay $100.00 per month on this back-support judgment until it is satisfied. Any medical, dental and vision bills incurred by the minor child not covered by insurance shall be split pro-rata

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between the parties (71% responsibility for Ms. Breedlove and 29% for Mr. Breedlove). Life Insurance on either party's life for the benefit of the minor child shall not be required. All findings in this paragraph are found to be in the best interest of the minor child. It is further

ORDERED, ADJUDGED and **DECREED** that the Permanent Parenting Plan attached hereto, which the Court finds to be in the child's best interest, is approved and incorporated into this Final Judgment of Divorce and made an Order of the Court. It is further

ORDERED, ADJUDGED and **DECREED** that Ms. Breedlove shall be awarded all right, title and interest in and to her 2019 Nissan Altima and 2003 Ford Expedition, all bank accounts in her name, appliances, furniture, furnishings, if any, and other personal property in her possession and under her control, free and clear of any claims from Mr. Breedlove. Ms. Breedlove shall be responsible for any indebtedness associated with these items and shall indemnify and hold Mr. Breedlove harmless thereon. Conversely, Mr. Breedlove shall be awarded all right, title and interest in and to his vehicle and personal property in his possession and under his control, free and clear of any claims from Ms. Breedlove. Mr. Breedlove shall be responsible for any indebtedness associated with these items and shall indemnify and hold Ms. Breedlove harmless thereon. It is further

ORDERED, ADJUDGED and DECREED that, with the exception of the indebtedness/mortgage on the marital house and lot, the parties have no other joint debts. As to the parties' separately incurred debts, Ms. Breedlove shall be responsible for all debts she has incurred in her name only since the date of the separation of the parties, which was 02/01/2019, and shall indemnify and hold Mr. Breedlove harmless thereon. Likewise, Mr. Breedlove shall be responsible for all debts he has incurred in his name only since the date of separation of the parties and shall indemnify and hold Ms. Breedlove harmless thereon. It is further

ORDERED, ADJUDGED and DECREED that Ms. Breedlove shall be awarded all right, title and interest in and to her retirement accounts, pension accounts, 401k accounts, and any other similar accounts she may have through her employer or privately, free and clear of any claims from Mr. Breedlove. Conversely, Mr. Breedlove shall be awarded all right, title and interest in and to his retirement account, pension account, 401k account, and any other similar accounts he

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may have through his employer or privately, if any, free and clear of any claims from Ms. Breedlove. It is further

ORDERED, ADJUDGED and **DECREED** that both parties shall take notice of the provisions contained in Tenn. Code Ann. § 36-4-134, which states that this Final Decree of Divorce does not necessarily affect the ability of a creditor to proceed against a party or a party's property, even though the party is not responsible under the terms of the Decree for an account, any debt associated with an account or any debt. Accordingly, it may be in a party's best interest to cancel, close or freeze any jointly held accounts. It is further

ORDERED, ADJUDGED and **DECREED** that Laura Tek, Ms. Breedlove's attorney, should be awarded a judgment of $ 2700.00 for her reasonable attorney's fees against the Defendant, Mr. Breedlove. This award of attorney's fees shall be a judgment against the Defendant, Mr. Breedlove, in favor of Ms. Tek for which execution shall issue, if necessary. This award shall be considered alimony *in solido* and nondischargeable in bankruptcy. It is further

ORDERED, ADJUDGED and DECREED that all Court costs in this cause shall be taxed to the Defendant, Mr. Breedlove, for which execution may issue, if necessary.

ENTERED this 20th day of December 2019.

HON. PHILIP SMITH, JUDGE

APPROVED FOR ENTRY:

LAURA TEK, # 016523
P.O. Box 280987
Nashville, TN 37228-0987
615/851-2100
attorneylauratek@gmail.com
Counsel for Plaintiff/Wife

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Judgment of Divorce Parenting Plan was sent by U.S. First Class Mail, postage prepaid, to:

Charles Edward Breedlove
Last known address and where he was personally served:
135 Coventry Woods Drive
Madison, TN 37115-3857

on this 8th day of November 2019.



LAURA TEK

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CERTIFICATE OF SERVICE

I certify that a copy of this Final Judgment of Divorce has been mailed to Laura Tek, Attorney for Plaintiff, P.O. Box 280987, Nashville, TN 37228-0987; and to Charles Edward Breedlove, Defendant, 135 Coventry Woods Drive, Madison, TN 37115.

Brenda Parks, Fourth Circuit Court Clerk

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STATE OF TENNESSEE	FOURTH CIRCUIT COURT	DAVIDSON COUNTY
PERMANENT PARENTING PLAN ORDER [X] Ordered by the Court		FILE NO: 19D-1049
PLAINTIFF L'LREVIA CHRISTINA BREEDLOVE, *Mother*	DEFENDANT CHARLES EDWARD BREEDLOVE, *Father*	

The Mother and Father will behave with each other and the 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 the child to continue to love the other parent and be comfortable in both families.

This plan:
[X] is a new plan
[ ] modifies an existing Parenting Plan dated _____
[ ] modifies an existing Order dated _____

Child's Name	Date of Birth
Jaden Edward Breedlove	11/04/2007

I. RESIDENTIAL PARENTING SCHEDUULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent is the Mother.

Under the above schedule each parent will spend the following number of days with the child:

Mother 365 days Father 0 days

B. DAY TO DAY SCHEDULE

The Mother shall have responsibility for the care of the parties' child except at the following times when the other parent shall have responsibility:

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The Father has failed to participate in this divorce action and therefore shall not be awarded parenting time. He must petition the Court if he wants parenting time.

The other parent shall also have responsibility for the care of the child at the additional parenting times specified below:

The Father has failed to participate in this divorce action and therefore shall not be awarded parenting time. He must petition the Court if he wants parenting time.

This parenting schedule begins: Immediately

C. HOLIDAY SCHEDULE AND OTHER SCHOOL FREE DAYS

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

	MOTHER	FATHER
Martin Luther King Day	EVERY	
Presidents' Day	EVERY	
Easter Day (unless otherwise coinciding with Spring Vacation)	EVERY	
Mother's Day	EVERY	
Memorial Day (if no school)	EVERY	
Father's Day	EVERY	
Independence Day	EVERY	
Labor Day	EVERY	
Halloween	EVERY	
Thanksgiving Day and the Friday after	EVERY	
Veterans Day	EVERY	
Child's Birthday	EVERY	
Father's Birthday	EVERY	
Mother's Birthday	EVERY	

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: _____.

D. FALL VACATION (*if applicable*)

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

The Father has failed to participate in this divorce action and therefore shall not be awarded parenting time. He must petition the Court if he wants parenting time.

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E. WINTER (CHRISTMAS) VACATION

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

The Father has failed to participate in this divorce action and therefore shall not be awarded parenting time. He must petition the Court if he wants parenting time.

F. SPRING VACATION (*if applicable*)

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

The Father has failed to participate in this divorce action and therefore shall not be awarded parenting time. He must petition the Court if he wants parenting time.

G. SUMMER VACATION

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

The Father has failed to participate in this divorce action and therefore shall not be awarded parenting time. He must petition the Court if he wants parenting time.

H. TRANSPORTATION ARRANGEMENTS

The place of meeting for the exchange of the child shall be as follows:

The Father has failed to participate in this divorce action and therefore shall not be awarded parenting time. He must petition the Court if he wants parenting time.

If a parent does not possess a valid driver's license, he or she must make reasonable transportation arrangements to protect the child while in the care of that parent.

I. SUPERVISION OF PARENTING TIME (if applicable)

[ ] Check if applicable

Supervised parenting time shall apply during the day-to-day schedule as follows:

[ ] Place:_____
[ ] Person or organization supervising:_____
[ ] Responsibility for cost, if any: [ ] Mother [ ] Father [ ] Both equally

The place of meeting for the exchange of the child shall be as follows:

The Father has failed to participate in this divorce action and therefore shall not be awarded parenting time. He must petition the Court if he wants parenting time.

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J. OTHER

The following special provisions shall apply:

The Father has failed to participate in this divorce action and therefore shall not be awarded parenting time. He must petition the Court if he wants parenting time.

II. DECISION-MAKING

A. DAY-TO-DAY DECISIONS

Each parent shall make decision regarding the day-to-day care and control of the child while the child is residing with that parent. Regardless of the allocation of decision-making in this Parenting Plan, either parent may make emergency decision affecting the health or safety of the child.

B. MAJOR DECISIONS

Major decisions regarding the child shall be made as follows:

Educational	[X] Mother	[ ] Father	[ ] Joint
Non-emergency health care	[X] Mother	[ ] Father	[ ] Joint
Religious upbringing	[X] Mother	[ ] Father	[ ] Joint
Extracurricular activities	[X] Mother	[ ] Father	[ ] Joint
All Other Issues	[X] Mother	[ ] Father	[ ] Joint

III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Father's gross monthly income is: **$2,844.16**
Mother's gross monthly income is: **$6,907.33**

1. The final child support order is as follows: The Father shall pay to the Mother as regular child support the sum of **$441.00 per month**. This obligation shall continue each and every month thereafter until further Order of the Court. **The current Child Support Worksheet is attached to this Plan as Exhibit A.**

If this is a deviation from the Child Support Guidelines, explain why: **None**

2. Retroactive Support: A judgment of **$3,960.00** is hereby awarded to Mother against the child support payor (Father) representing retroactive support required under Section 1240-2-4.06 of the D.H.S. Income Shares Child Support Guidelines dating from 02/01/2019 to 10/31/2019 (which is 9 months) which shall be paid, including pre/post judgment interest, at the rate of **$100.00 per month** until the judgment is paid in full.

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3. All support and arrearage payments shall begin **11/01/2019.**

4. This support shall be paid:

[ ] directly to the other parent

[X] to the Central Child Support Receipting Unit, P.O. Box 305200, Nashville, TN 37229 and sent from there to the Mother at **1407 Ocoee Trail, Madison, TN 37115-5615.**

[ ] by direct deposit to the other parent at _____ Bank for deposit in account number _____.

[ ] income assignment not required; Explanation _____

[ ] other: _____

[X] A Wage Assignment Order shall be issued to the Father's employer.

[X] The parents acknowledge that Court approval must be obtained before child support can be reduced or modified.

B. FEDERAL INCOME TAX EXEMPTION

The [X] Mother [ ] Father is the parent receiving child support..

The Mother shall claim the following child: Jaden Edward Breedlove

The Father shall claim the following child: None

C. PROOF OF INCOME AND WORK-RELATED CHILD CARE EXPENSES

Work-related child care presently costs the Mother **$0.00 per month**. This amount shall be added to the Child Support Worksheet.

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.*

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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, DENTAL, ORTHODONTIC, AND VISION INSURANCE

Reasonable health, dental, orthodontic and vision insurance on the child shall be:

[X] obtained and maintained by the Mother
[ ] obtained and maintained by the Father
[ ] obtained and maintained by both

This insurance presently costs the Mother **$164.88 per month**. This amount shall be added to the Child Support Worksheet.

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 health, dental, orthodontic and vision expenses, which may include but is not limited to, deductibles or co-payments, eyeglasses, contact lens, routine annual physicals, and counseling will be paid by [X] both parties pro rata in accordance with their incomes **(which is presently 71% for the Mother and 29% for the Father)**. After insurance has paid its portion, the parent receiving the bill will send it to the other parent with ten (10) days. The other parent will pay his or her share within thirty (30) days of receipt of the bill.

E. LIFE INSURANCE

[X] None.

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

The child is 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*

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financial support issues including child support, health and dental insurance, uncovered medical and dental expenses, and life insurance, disputes must be submitted to:

[ ] Mediation by a neutral party chosen by the parents or the Court.
[ ] Arbitration by a neutral party selected by parents or the Court.
[X] The Court DUE TO ORDER OF PROTECTION OR RESTRICTIONS.

Any modification must be commenced by notifying the other parent and the Court by [ ] written request [ ] certified mail [X] other: the filing of a Petition in the Davidson County Circuit Court and personal service on the other parent.

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.

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 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 health care 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

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number and other contact 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 that 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 hours' notice, whenever possible, of all extracurricular school, athletic, church 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 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.

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:

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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 absent agreement between the parents or an objection by the non-relocating parent within thirty (30) days of the date notice is sent by registered or certified mail in accordance with subsection (a), the relocating parent will be permitted to do so by law.

VIII. PARENT EDUCATION CLASS

This requirement has been fulfilled by [X] neither party.

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

COURT COSTS (If applicable)

Court costs, if any, are taxed as follows: to the Father.

It is so **ORDERED** this 20th day of December 2019.

HON. PHILIP E. SMITH, JUDGE

APPROVED FOR ENTRY:

LAURA TEK, #16523
P.O. Box 280987
Nashville, TN 37228-0987
615/851-2100
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Counsel for Mother

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Effective as of 7/22/2008

State of Tennessee - Department of Human Services
Child Support Worksheet

11/16/2019 - 3:33 PM

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:	L'Irevia Christina Breedlove	X		
Name of Father:	Charles Edward Breedlove		X	
Name of non-parent Caretaker:				
TCSES case #:				
Docket #:	19D-1049			
Court name:	Davidson County Fourth Circuit			

Name(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
Jaden Edward Breedlove	11/4/2007	365	0	

Part II. Adjusted Gross Income

			Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
	1	Monthly Gross Income	$ 6,901.33	$ 2,844.16	
	1a	Federal benefit for child	+	+	
Use Credit Worksheet to calculate line items 1d - 1e	1b	Self-employment tax paid	-	-	
	1c	Subtotal	6,901.33	2,844.16	
	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)	$ 6,901.33	$ 2,844.16	
	2a	Combined Adjusted Gross Income	$9,745.49		
	3	Percentage Share of Income (PI)	71%	29%	

Part III. Parents' Share of BCSO

	4	BCSO allotted to primary parent's household	$ 1140.00	$ 0.00	$ 0.00
	4a	Share of BCSO owed to primary parent	$ 0.00	$ 330.60	
	5	Each parent's average parenting time	N/A	0	
	6	Parenting time adjustment	$ N/A	$ 62.50	
	7	Adjusted BCSO	$ 0.00	$ 393.10	

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State of Tennessee - Department of Human Services
Child Support Worksheet

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Part IV. Additional Expenses

		Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
8a	Children's portion of health insurance premium	$ 164.88	$	$
8b	Recurring uninsured medical expenses	$	$	$
8c	Work-related childcare	$	$	$
9	Total additional expenses	$ 164.88	$ 0.00	$ 0.00
10	Share of additional expenses owed	$ 0.00	$ 47.82	
11	Adjusted Support Obligation (ASO)	$ 0.00	$ 440.92	

Part V. Presumptive Child Support Order

		OBLIGATION		
12	Presumptive Child Support Order (PCSO)	$ 0.00	$ 441.00	

* 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	$ 441.00	
16	FCSO adjusted for Federal benefit, Line 1a, Obligor's column.	$ 0.00	$ 441.00	

Comments, Calculations, or Rebuttals to Schedule

Preparer's Use Only

Name: Laura Tek Date: 11/16/2019
Title: Counsel for Mother

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 20 day of DECEMBER, 2019, in Docket Number 19D1049 between BREEDLOVE, L'LREVIA CHRISTINA, Plaintiff, and BREEDLOVE, CHARLES EDWARD, 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 26 day of DECEMBER in the year two thousand nineteen and in the 243rd year of American Independence.

RICHARD R. ROOKER, Clerk,

[SEAL]

By: _____
Deputy Clerk