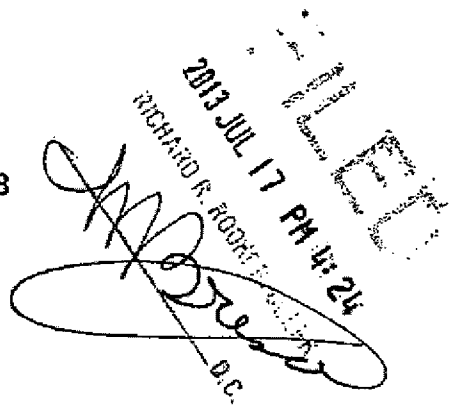
Karen Johnson Davidson County
Batch# 466252 DEEDDIV
08/28/2020 11:48:30 AM 29 pgs
Fees: $147.00 Taxes: $0.00
20200828-0097876

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

CARRIE LEA JONES	]	
	]	
Plaintiff,	]	
vs.	]	**DOCKET 12D1028**
RICHARD M. JONES	]	
	]	
Defendant.	]	



FINAL DECREE

The final hearing came on to be heard on the 17th day of July, 2013, before the Honorable Judge Philip E. Smith, Judge for the Fourth Circuit Court, for Davidson County, Tennessee, upon the Plaintiff's Complaint for Absolute Divorce filed on March 28, 2012, the parties' notarized Marital Dissolution Agreement (signed by the Plaintiff on June 25, 2013 and by the Defendant on June 21, 2013), testimony of the Plaintiff and the entire record herein; from all of which the Court finds that the allegations of the Complaint are sustained by proof; that is, that the parties have experienced such irreconcilable differences in their marriage that they are entitled to an absolute divorce, and provided for by T.C.A. § 36-4-101(14).

It is therefore, ***ORDERED***, ***ADJUDGED*** and ***DECREED*** that the Plaintiff, ***CARRIE LEA JONES***, is granted an absolute divorce from the Defendant, ***RICHARD M. JONES***, on the grounds of irreconcilable differences and is hereby restored to all the rights and privileges of an unmarried person.

It is further ***ORDERED***, ***ADJUDGED*** and ***DECREED*** that the Marital Dissolution Agreement and the Permanent Parenting Plan, heretofore executed by the parties, is hereby adopted in its entirety as an Order of this Court and more particularly set out as follows, to wit:

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FILED

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

2013 JUL -2 AM 9:09

RICHARD R. ROOKER, CLERK

CARRIE LEA JONES

Petitioner,

C Stone D.C.

vs. DOCKET 12D1028

RICHARD M. JONES

Respondent.

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT, is entered into by and between **CARRIE LEA JONES** (hereinafter referred to as "*Wife*"), and **RICHARD M. JONES** (hereinafter referred to as "*Husband*"), subject to the following premises, terms and conditions:

WITNESSETH:

WHEREAS, the parties have experienced marital difficulties in the past with the result of the *Wife* desiring to institute divorce proceedings against the *Husband* in the Fourth Circuit Court of Davidson County, Tennessee; and

WHEREAS, by signing this Marital Dissolution Agreement the Husband waives further service and waives filing an answer to the Complaint, in accordance with Tennessee Code Annotated § 36-4-103(a)(2); and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of a Court, to amicably settle their differences with respect to all property rights, support obligations, child custody rights and obligations for payment of debts, and to enter into a contract for the settlement of such rights and obligations, not only for the

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present, but for the future, it being their intention that such contract will be in effect with respect to all of their property and other matters of concern.

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

1. **CUSTODY:** Pursuant to T.C.A. §36-6-401 et seq., all issues pertaining to the parties' minor child, Parker Braden Jones (DOB 7/14/11), shall be, and they hereby are, addressed in the attached Permanent Parenting Plan, which Plan the Court hereby approves and adopts as an Order of the Court.

2. **REAL PROPERTY:** The parties are the owners of a house and lot situated at 5170 Hickory Hollow Parkway, Antioch, Davidson County, Tennessee, which is currently occupied by the Husband. The parties agree that the Husband shall reside in the marital residence and shall be responsible for the mortgage, taxes, utilities, cost of maintenance, repairs and insurance of said residence. All rights and title to said real property shall divest from the Wife and vest into the Husband, and the Wife has executed unto the Husband a Quitclaim Deed transferring her right and title to said real property unto the Husband in consideration of him obtaining a mortgage loan on said real property in his individual name and providing evidence to the Wife that the Wife has been released from the existing mortgage. The Husband has heretofore refinanced the mortgage on the marital residence releasing the Wife from said mortgage.

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

4. **AUTOMOBILES:**

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(a) All rights, title and interest of the Husband in and to the **Ford Escape, VIN No.:XXXXXXXXXXXX5692** operated by the Wife shall be, and is hereby divested out of the Husband and is vested absolutely in the Wife, free of any claim by the Husband. The Wife shall assume sole responsibility for paying the indebtedness of said vehicle and shall be responsible for all insurance premiums associated with said vehicle and shall hold the Husband harmless and indemnify him from any and all liability and indebtedness relating to such vehicle.

(b) All rights and interest of the Wife in and to the **proceeds paid for the loss of the Chevrolet Trailblazer** vehicle operated by the Husband shall be, and is hereby divested out of the Wife and is vested absolutely in the Husband, free of any claim by the Wife. The Husband shall assume sole responsibility for paying any indebtedness of said vehicle as timely due and shall indemnify and hold the Wife harmless from any and all liability and indebtedness relating to such vehicle.

5. **INTANGIBLE PERSONAL PROPERTY:** Except as otherwise provided in this Agreement, each party hereby relinquishes any claim he or she may have in and to the proceeds of the checking, savings, pension, retirement, 401K, 403B, cash values of any life insurance policies, or other accounts styled in the individual names of the other party and acknowledges that all such proceeds are the sole and separate property of the party in whom such accounts are styled. The parties acknowledge they have separated and equably divided their joint accounts and after entry of the Final Decree, shall be allowed to alter or amend designation of beneficiaries.

6. **TANGIBLE PERSONAL PROPERTY:** The parties acknowledge that they have heretofore physically divided their household furnishings and personal property, including automobiles. All household furnishings and personal property situated at the Wife's

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residence or otherwise in the Wife's possession, shall be her sole and separate property, free of any claim by the Husband. All articles of household furnishings and personal property situated at the Husband's residence shall be his sole and separate property, free of any claim by the Wife. Each party shall retain as his or her sole and separate property, all respective articles of clothing and jewelry, free of any claim by the other party.

7. **ALIMONY and SPOUSAL SUPPORT:** The parties expressly waive their rights to receive alimony, periodic and/or permanent, and spousal support from the other except as provided in paragraph 10.

8. **HEALTH INSURANCE:** The parties hereby acknowledge that neither of them is a participant in or beneficiary of a group policy of accident and illness (health) insurance provided by the other, and that therefore the notice provisions of TCA §56-7-2366 do not apply to these parties. The parties agree that from and after entry of the Final Decree of Divorce in this cause, they shall each continue to pay and be solely and separately responsible for their individual health insurance coverage and costs.

9. **RELEASE FROM OBLIGATIONS:** Immediately upon execution of this Agreement, both parties agree to obtain the other's release from any and all guaranties, promissory notes, general collateral agreements and similar instruments which they have signed, when allowed by the Creditor, and released from any and all liabilities and debts from which they are responsible as a result of debts incurred by the other party. Both parties further agree to indemnify and hold each other harmless from any and all liability relating to such debts.

10. **DEBTS AND OBLIGATIONS:** Except as otherwise provided herein, each party agrees that he or she shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by him or her, and further agrees to hold the other

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party harmless from any liability for such debts. Additionally, the parties agree that neither of them shall contract any indebtedness on the credit of the other from and after the date of execution of this Agreement. 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 therefor, such obligation shall be deemed to be a support obligation under *11 U.S.C. § 523(5)*, which is not dischargeable in bankruptcy as to the other party.

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

12. **RIGHTS OF CREDITORS:** This Agreement does not 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 debt. It may be in the party's best interest to cancel, close or freeze any jointly held accounts.

13. **TAXES:** Each party agrees that they shall file separate federal and/or state income tax returns for the calendar year 2013 and that any tax liability for calendar years of the marriage, shall be borne by the party to whom the deficiency of payment is attributed for said year for any individual tax return or pro-rata between the parties based upon their actual earnings. The parties have filed separate (married status) federal tax returns for the

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implement the terms of this Agreement.

(d) This Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties, or by Court Order; and this requirement cannot be waived by oral agreement.

THIS AGREEMENT being executed on this the 25th day of June, 2013 for the *Wife*, and on this the 21st day of June, 2013, for the *Husband*.

By: _____
CARRIE LEA JONES

By: _____
RICHARD M. JONES

TAMRA JACKSON
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

Copy

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Sworn to and subscribed before me, the undersigned, a Notary Public in and for said County and State, ***CARRIE LEA JONES,*** known to me to be the person whose name is subscribed to the within instrument and acknowledged that *she* executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and official seal at Goodlettsville, Tennessee, on this the 25th day of June, 2013.

Rhonda Groves-Whiting

My Commission Expires: 12/19/2016 NOTARY PUBLIC

RHONDA GROVES-WHITING
STATE OF TENNESSEE
NOTARY PUBLIC
SUMNER COUNTY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Sworn to and subscribed before me, the undersigned, a Notary Public in and for said County and State, ***RICHARD M. JONES,*** known to me to be the person whose name is subscribed to the within instrument and acknowledged that *she* executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and official seal at Davidson Co, Tennessee, on this the 21st day of June, 2013.

Tamra Jackson

My Commission Expires: _____ NOTARY PUBLIC

My Commission Expires:
August 17, 2015

Copy

1201028

FILED
2013 JUL 9: 10
RICHARD R. ROOKER, CLERK

STATE OF TENNESSEE	FOURTH CIRCUIT COURT	DAVIDSON COUNTY
PERMANENT PARENTING PLAN ORDER ☐ PROPOSED ☒ AGREED ☐ ~~ORDERED BY THE COURT~~		DOCKET NO: 12D-1028
PLAINTIFF *CARRIE LEA JONES* ☒ MOTHER ☐ FATHER	DEFENDANT *RICHARD M. JONES* ☐ MOTHER ☒ FATHER	

FILED
2013 JUL 17 PM 4:24
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.
☐ modifies an existing Parenting Plan filed _____.
☒ modifies an existing Order dated **May 9, 2012.**

Child's Name	Date of Birth
Parker Braden Jones	***07/14/11***

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent **is the Mother.**

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

Mother **245** days Father **120** days

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B. DAY-TO-DAY SCHEDULE

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

From **FRIDAY @ 4:20 p.m. until SUNDAY @ 6:00 p.m.**
(THE MOTHER WILL DELIVER TO FATHER'S WORK ON FRIDAYS AND THE PARENTS WILL MEET AT THE WALMART IN MADISON ON SUNDAYS)

☐ every week ☒ every other week ☐ other: _____

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

From **WEDNESDAY @ 4:20 p.m. to 7:45 a.m. on THURSDAY (THE MOTHER WILL DELIVER THE CHILD TO FATHER'S WORK ON WEDNESDAY AND THE MOTHER WILL ALTERNATE PICKING UP THE CHILD AT FATHER'S WORK OR THE FATHER WILL DELIVER TO MOTHER'S HOUSE ON THURSDAYS)**

☒ every week ☐ every other week ☐ other: _____

This parenting schedule begins ☐ _____ or ☒ date of the Court's Order.

C. HOLIDAY SCHEDULE

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

	MOTHER	FATHER
New Year's Day	ODD	EVEN
Martin Luther King Day	EVEN	ODD
Presidents' Day	ODD	EVEN
Easter Day (unless otherwise coinciding with Spring Vacation)	EVEN	ODD
Passover Day (unless otherwise coinciding with Spring Vacation)	N/A	N/A
Mother's Day	EVERY	NONE
Memorial Day (if no school)	EVEN	ODD
Father's Day	NONE	EVERY
July 4th (JULY 3 @6P.M. TO JULY 5 @NOON)	ODD	EVEN

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Labor Day	EVEN	ODD
Halloween (from 4:20pm to 7:45am the next morning)	ODD	EVEN
Thanksgiving Day & Following Friday (from Tues @ 6:00pm until Sun @ 6:00pm)	EVERY Thanksgiving Day @6:00 pm until Sunday @ 6:00pm	EVERY TUES @ 6:00PM UNTIL Thanksgiving Day @ 6:00pm
Children's Birthdays	EVEN	ODD
Other School-Free Days	SAME AS	DAY TO DAY
Mother's Birthday	EVERY	NONE
Father's Birthday **(Dec. 22 @6p.m. to Dec. 23 @6p.m.)**	NONE	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: _____

THE PARTIES MAY ALTER/MODIFY THE HOLIDAY SCHEDULE UPON MUTUAL AGREEMENT.

D. **FALL VACATION** *(if applicable)*

The day to day schedule shall apply except as follows: **THE PARENTS WILL DIVIDE THE FALL VACATION WITH THE MOTHER HAVING FROM FRIDAY @ 4:20 P.M. UNTIL WEDNESDAY AT 6:00 P.M. IN THE EVEN YEARS AND THE FATHER IN ODD YEARS. THE PARENTS WILL ALTERNATE THIS SCHEDULE IN ODD/EVEN YEARS WITH THE OTHER PARENT HAVING WEDNESDAY FROM 6:00 P.M. UNTIL SUNDAY @ 6:00 P.M. IN THE EVENT FALL BREAK IS TWO (2) WEEKS IN DURATION, THE PARTIES WILL CONTINUE THE SAME ALTERNATING SCHEDULE FOR THE SECOND WEEK**
beginning **ENTRY OF PLAN.**

E. **WINTER (CHRISTMAS) VACATION**

The ☒ mother ☒ father shall have the child as follows:

THE PARENTS WILL EQUALLY DIVIDE THE SCHOOL FREE DAYS APART FROMFATHER'S BIRTHDAY,CHRISTMAS EVE,CHRISTMAS DAY,AND NEW YEAR'S DAY WHICH ARE ALLOCATED SEPARATELY. THE MOTHER WILL HAVE THE CHILD DECEMBER 23 @6:00 P.M. UNTIL 8:00 P.M. CHRISTMAS EVE EVERY YEAR. THE FATHER WILL HAVE CHRISTMAS EVE @ 8:00 P.M. UNTIL 8:00 P.M. CHRISTMAS DAY EACH YEAR.

F. **SPRING VACATION** *(if applicable)*

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THE PARENTS WILL DIVIDE THE SPRING VACATION WITH THE MOTHER HAVING FROM FRIDAY @ 4:20 P.M. UNTIL WEDNESDAY AT 6:00 P.M. IN THE EVEN YEARS AND THE FATHER IN ODD YEARS. THE PARENTS WILL ALTERNATE THIS SCHEDULE IN ODD/EVEN YEARS WITH THE OTHER PARENT HAVING WEDNESDAY FROM 6:00 P.M. UNTIL SUNDAY @ 6:00 P.M. IN THE EVENT SPRING BREAK IS TWO (2) WEEKS IN DURATION, THE PARTIES WILL CONTINUE THE SAME ALTERNATING SCHEDULE FOR THE SECOND WEEK

beginning ENTRY OF PLAN.

G. SUMMER VACATION

The day to day schedule shall apply except as follows: THE MOTHER WILL HAVE THE CHILD AT ALL TIMES EXCEPT THE FATHER WILL HAVE THE CHILD EVERY TUESDAY @ 8:00 A.M. UNTIL WEDNESDAY AT 6:00 P.M. AND EVERY OTHER WEEKEND FROM FRIDAY @ 4:20 P.M. UNTIL SUNDAY AT 6:00 P.M. THE EXCHANGE SHALL BE AT WALMART IN MADISON TENNESSEE UNLESS OTHERWISE ALTERED BY AGREEMENT.
Other agreement of the parents: THE PARENTS MAY AGREE TO EXERCISE A ONE(1) CONSECUTIVE WEEK IN OR OUT OF STATE VISITATION. FOR PURPOSES OF THIS SUBSECTION G, A WEEK IS DEFINED AS SUNDAY @ 6:00 P.M. THRU THE FOLLOWING SUNDAY @ 6:00 P.M.

Is written notice required? ☒ Yes ☐ No. If so, 45 number of days.

WRITTEN NOTICE OF THE LOCATION (ADDRESS) AND CONTACT INFORMATION IS TO BE PROVIDED SHOULD EITHER PARENT EXERCISE PARENTING TIME OUTSIDE OF THEIR HOME.

H. TRANSPORTATION ARRANGEMENT

The place of meeting for the exchange of the child or children shall be: THE MOTHER'S RESIDENCE AND FATHER'S WORK LOCATION AND THE WALMART IN MADISON TENNESSEE AS SPECIFIED HEREIN UNLESS OTHERWISE ALTERED BY AGREEMENT.
Payment of long distance transportation costs *(if applicable)*: ☐ mother ☐ father ☐ both equally.
Other arrangements: DURING THE SUMMER VISITATION, THE PARTIES SHALL EXCHANGE THE CHILD AT THE WALMART IN MADISONTENNESSEE UNLESS OTHERWISE AGREED.
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
☒ Check if applicable: SEE BELOW

THE FATHER SHALL NOT ALLOW THE MINOR CHILD TO BE IN THE POSSESSION OR PRESENCE OF SUMMER JONES WITHOUT HIS PERSONAL PRESENCE.

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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.

J. OTHER

The following special provisions apply: **The Father shall not consume alcoholic beverages during his parenting time. The parents shall reasonably endeavor to take the minor child to Church on their scheduled Sundays.**

II. DECISION-MAKING

A. DAY-TO-DAY DECISIONS

Each parent shall make decisions regarding the day-to-day care of a child while the child is residing with that parent, including any emergency decisions affecting the health or safety of a child.

B. MAJOR DECISIONS

Major decisions regarding each child shall be made as follows:

Educational decisions	☐ mother	☐ father	☒ joint
Non-emergency health care	☐ mother	☐ father	☒ joint
Religious upbringing	☐ mother	☐ father	☒ joint
Extracurricular activities	☐ mother	☐ father	☒ joint
_____	☐ mother	☐ father	☐ joint

III. FINANCIAL SUPPORT

A.

Father's gross monthly income is **$5,557.00.**
Mother's gross monthly income is **$3,864.00.**

1. The final child support order is as follows:
   a. The ☐ mother ☒ father shall pay to the other parent as regular child support pursuant to line 20 of the Child Support Worksheet, the sum of **$616.00** ☐ weekly ☒ monthly ☐ twice per month ☐ every two weeks.
   The Child Support Worksheet shall be attached to this Order as an Exhibit.*

   If this is a deviation from the Child Support Guidelines, explain why: _____
   _____.

2. Retroactive Support: A judgment is hereby awarded in the amount of $-0- to ☐ mother ☐ father against the child support payor representing retroactive support

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year 2012 and any refund has been divided equitably and to the satisfaction of the parties.

14. **ATTORNEY'S FEES:** Each party shall be responsible for his or her respective attorney's fees, and the parties shall equally divide Court costs.

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

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

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

18. **BINDING EFFECT:** This Agreement shall be binding upon and inure to the

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benefit of the parties hereto, personal representatives, heirs and assigns.

19. **FULL DISCLOSURE.** The parties acknowledge that there are no assets owned by them, either jointly or individually, and that they have no interest in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made full disclosure to each other of all assets in which they have an interest.

20. **VOLUNTARY AGREEMENT:** 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 this Agreement is fair and equitable and that it is being entered into voluntarily and with advice of counsel.

21. **CONDUCT OF PARTIES:** From this date, the parties shall continue to live apart and each is free from the control and authority of the other. Each may engage in any business or employment for his or her separate benefit and may conduct themselves as if they were unmarried. Neither party shall molest, bother or harm the other.

22. **MISCELLANEOUS.**

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

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

(c) It is understood and agreed between the parties that, as part of the consideration for the execution of this Agreement, each party shall willingly execute and deliver any and all instruments, deeds, releases, titles, documents, etc. necessary or required in order to

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required under Section 1240-2-4.06 of the D.H.S. Income Shares Child Support Guidelines dating from _____ which shall be paid (including pre/post judgment interest) at the rate of $_____ per ☐ week ☐ month ☐ twice per month ☐ every two weeks until the judgment is paid in full.

3. Payments shall begin on the **UPON ENTRY OF THE FINAL DECREE. ALL PENDENTE LITE CHILD SUPPORT PAYMENTS HAVE BEEN PAID PURSUANT TO THE ORDER ENTERED MAY 9, 2012.**

This support shall be paid:
☒ directly to the other parent.
☐ to the Central Child Support Receipting Unit, P. O. Box 305200, Nashville, TN 37229, and sent to the other parent at: _____
☐ a Wage Assignment Order is attached to this Parenting Plan.
☐ by direct deposit to the other parent at _____ Bank for deposit in account no.:_____.
☐ income assignment not required; explanation: _____.
other: _____.

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

B. FEDERAL INCOME TAX DEDUCTION: THE PARTIES HAVE ALREADY FILED 2012 TAXES.

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 exemption for the child.

The ☒ mother ☐ father is the parent receiving child support.

The mother shall claim the following children: **PARKER BRADEN JONES.**
The father shall claim the following children: _____.

The ☐ mother ☐ father may claim the exemptions for the child or children so long as child support payments are current by the claiming parent on January 15 of the year when the return is due. The exemptions may be claimed in: ☐ alternate years starting _____ ☐ each year ☐ other: _____.

The ☐ mother ☐ father will furnish IRS Form 8332 to the parent entitled to the exemption by February 15th 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.

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- The completed form required by the Department of Human Services shall be sent to the Department on or before te date the federal income tax return is due by the parent paying child support. *This requirement applies only if a parent is receiving benefits from the Department for a child.*

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

D. HEALTH AND DENTAL INSURANCE

Reasonable health insurance on the child or children will be:

- ☒ maintained by the mother
- ☐ maintained by the father
- ☐ maintained by both

Proof of continuing coverage shall be furnished to the other parent annually or as coverage changes. The parent maintaining coverage shall authorize the other parent to consult with the insurance carrier regarding the coverage in effect.

Uncovered reasonable and necessary medical expenses, which include but is not limited to, deductibles or co-payments, eyeglasses, contact lenses, routine annual physicals, and counseling will be paid by ☐ mother, ☐ father, ☒ pro rata in accordance with their incomes. 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, the ☒ mother ☐ father shall maintain dental, orthodontic, and optical insurance on the minor child or children.

E. LIFE INSURANCE

If agreed upon by the parties, the ☐ mother ☐ father ☒both shall insure his/her own life in the minimum amount of **$25,000.00** 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.

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

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

V. DISAGREEMENTS OR MODIFICATIONS OF PLAN

Should this parents disagree about this Parenting Plan or wish to modify it, they must make a

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good faith effort to resolve the issue by the process selected below before returning to Court. *Except for financial support issues including child support, health and dental insurance, uncovered medical and dental expenses, and life insurance, disputes must be submitted to:*

- ☒ Mediation by a neutral party chosen by the parents or the Court.
- ☐ Arbitration by a neutral party selected by the parents or the Court.
- ☐ The Court DUE TO ORDER OF PROTECTION OR RESTRICTIONS.

The costs of this process may be determined by the alternative dispute process or may be assessed by the Court based upon the incomes of the parents. It must be commenced by notifying the other party and the Court by ☐ written request ☒ certified mail ☐ other: _____.

In the dispute resolution process:

A. Preference shall be given to carrying out this Parenting Plan.

B. The parents shall use the process to resolve disputes relating to implementation of the plan.

C. A written record shall be prepared of any agreement reached, and it shall be provided to each parent.

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

VI. RIGHTS OF PARENTS

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

(1) The right to unimpeded telephone conversations with the child at least twice a week at reasonable times and for a reasonable duration;

(2) The right to send mail to the child which the other parent will not open or censor;

(3) The right to receive notice and relevant information as soon as practical 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) 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 such 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 such 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

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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 read in pertinent part as follows:

If a parent who is spending intervals of time with a child desires to relocate outside the State or more than ~~one hundred (100) miles~~ 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. PARENTING EDUCATION CLASS

This requirement has been fulfilled by ☒ both parents ☐ mother ☐ father ☐ neither. Failure to attend the parent education class within 60 days of this order is punishable by contempt.

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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 are true and correct. ***(A notary public is required if this is a proposed plan by one parent rather than one agreed by both parents.)***

Carrie Jones
Mother

June 25 2013 Goodlettsville
Date and Place of Signature

Sworn to and subscribed before me this 25th day of June, 2013.

RHONDA GROVES-SOECHTING
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY

My Commission Expires: 12/19/2016

Rhonda Groves-Soechting
Notary Public

Rick M. Jones
Father

06/21/13
Date and Place of Signature

TAMRA JACKSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Sworn to and subscribed before me this 21st day of June, 2013.

My Commission Expires: August 17, 2015

Tamra Jackson
Notary Public

APPROVED FOR ENTRY:

RUSSELL E. FREEMAN, BPR #13244
Attorney for Plaintiff/Wife
Haynes, Freeman & Bracey, PLC
P.O. Box 527
Goodlettsville, TN 37070-0527
Phone: (615) 859-1328

Jeffrey L. Levy, BPR #18770
Attorney for Defendant/Husband
Corley Henard Lyle Levy and Langford, PLC.
401 Church Street, Suite 2800
Nashville, TN 37219
Phone: (615) 627-4677

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 July, 2013.

JUDGE

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12D1028

FILED

2013 JUL -2 AM 9:20

RICHARD R. ROOKER, CLERK

State of Tennessee - Child Support Worksheet

Part I. Identification

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

		PRP	ARP	SPLIT
Name of Mother:	Carrie Jones	X		
Name of Father:	Ricky Jones		X	
Name of non-parent Caretaker:				

TCSES case #:

Docket #: 12D1028

Court name: Davidson County Fourth Circuit

Name(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
Parker Braden Jones	07/14/2011	245	120	

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2013 JUL 17 PM 4:24
RICHARD R. ROOKER, CLERK
D.C.

Part II. Adjusted Gross Income

Use Credit Worksheet to calculate line items 1d - 1e

			Mother / Column A	Father / Column B	Nonparent Caretaker / Column C
1	Monthly Gross Income		$ 3864.00	$ 5557.00	
1a		Federal Benefit for child	+ 0.00	+ 0.00	
1b		Self-employment tax paid	0.00	0.00	
1c		Subtotal	$ 3864.00	$ 5557.00	
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)		$ 3864.00	$ 5557.00	
2a	Combined Adjusted Gross Income	$ 9421.00			
3	Percentage Share of Income (PI)		41 %	59 %	

Part III. Parents' Share of BCSO

4	BCSO allowed to primary parent's household	$ 1119.00	$ 0.00	$ 0.00
4a	Share of BCSO owed to primary parent	$ 0.00	$ 660.21	
5	Each parent's average parenting time	N/A	120	
6	Parenting time adjustment	$ N/A	$ -144.55	
7	Adjusted BCSO	$ 0.00	$ 515.66	

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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	$ 65.33	$ 0.00	$ 0.00
8b	Recurring uninsured medical expenses	$ 0.00	$ 0.00	$ 0.00
8c	Work-related childcare	$ 105.00	$ 0.00	$ 0.00
9	Total additional expenses	$ 170.33	$ 0.00	$ 0.00
10	Share of additional expenses owed	$ 0.00	$ 100.49	
11	Adjusted Support Obligation (ASO)	$ 0.00	$ 616.15	

Part V. Presumptive Child Support Order

		OBLIGATION	
12	Presumptive Child Support Order (PCSO)	$ 0.00	$ 616.00

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

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

Current Order Flat %? N (N/Y)

Modification of Current Child Support Order

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

Part VI. Deviations and PCSO

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

14	Deviations (Specify):	$ 0.00	$ 0.00
15	Final Child Support Order (FCSO)	$ 0.00	$ 616.00
16	FCSO adjusted for Federal benefit, Line 1a, Obligor's column	$ 0.00	$ 616.00



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State of Tennessee - Credit Worksheet

Part I. Identification

Indicate the status of each parent or caretaker by placing an "X" in the appropriate column			PRP	ARP	SPLIT
	Name of Mother:	Carrie Jones	X		
	Name of Father:	Ricky Jones		X	
	Name of non-parent Caretaker:				
	TCSES case #:				
	Docket #:	12D1028			
	Court name:	Davidson County Fourth Circuit			

Part II. Additional Children

✓ If a parent is claiming more than five children on line 3 or line 7, use the Additional Credit sheet to list information for each child.

		Mother	Father
Parent Income Information			
1	Applicable gross income for credit worksheet	$ 3864.00	$ 5557.00

In-Home Children 2 Below, list qualified children living in the parent's home (if none, skip to line 7):

Name(s) of Child(ren) for Mother	Date of Birth	Name(s) of Child(ren) for Father	Date of Birth

3	Number of qualified children living in the parent's home	# 0	# 0
4	Theoretical child support order (this parent's income on CS Schedule for number of children from line 3)	$ 0.00	$ 0.00
5	75% of theoretical child support order from line 4	$ 0.00	$ 0.00

Not-In-Home-Children 6 Below, list qualified children not living in the parent's home:

Name(s) of Child(ren) for Mother	Date of Birth	Name(s) of Child(ren) for Father	Date of Birth

7	Number of qualified children not living in the parent's home	# 0	# 0
8	Average documented monetary support over last 12 months	$ 0.00	$ 0.00
9	Theoretical child support order (this parent's income on CS Schedule for number of children from line 7)	$ 0.00	$ 0.00
10a	75% of theoretical child support order from line 9	$ 0.00	$ 0.00
10b	Allowable credit for not-in-home children	$ 0.00	$ 0.00

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Other Children (Continued from Credit Worksheet)

In-Home Children — Below, list additional qualified children living in the parent's home:

Name(s) of Child(ren) for Mother	Date of Birth	Name(s) of Child(ren) for Father	Date of Birth

Not-In-Home Children — Below, list additional qualified children not living in the parent's home:

Name(s) of Child(ren) for Mother	Date of Birth	Name(s) of Child(ren) for Father	Date of Birth

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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 # OF CHILDREN FOR THIS ORDER

12D1028 * 1 NOTEPAD N

PARENTING TYPE ST - STANDARD PARENTING WORKSHEET DATE 05/24/2013

MORE +

	PI MOTHER 41%	PI FATHER 59%	MOTHER	FATHER	NP CTAKER
EACH PARENT'S AVERAGE PARENTING TIME			0	120	
GROSS INCOME SUBTOTAL	LOW INCOME N (Y/N)		3864.00	5557.00	
CREDIT FOR CHILDREN			0.00	0.00	
CHILDREN'S PORTION INS			65.33	0.00	0.00
RECURRING MEDICAL			0.00	0.00	0.00
CHILDCARE B (P / N / B)			105.00	0.00	0.00
FCSO			0.00	616.00	

DEVIATION 0.00 SSA BENEFIT 0.00

FCSO 616.00 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

OrC	Name	DOB	IN Home	PRP/ARP

PY

07/14/2011

Parker Braden Jones

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The current addresses of the parties are as follows:

Wife: 194 Cobbler Circle
Hendersonville, TN 37075

Husband: 5170 Hickory Hollow Pike, Suite 212
Antioch, TN 37013

It is finally ***ORDERED***, ***ADJUDGED*** and ***DECREED*** that the costs of this cause including all advance costs, fees and expenses, are to be equally divided by the parties, for which execution may issue, if necessary.

ENTERED this the 17th day of July, 2013.

JUDGE PHILIP E. SMITH

APPROVED FOR ENTRY:

HAYNES, FREEMAN & BRACEY, PLC

RUSSELL E. FREEMAN, BPR#13244
Attorney for Plaintiff
140 North Main Street
PO Box 527
Goodlettsville, TN 37070
Phone: (615) 859-1328

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree been forwarded to the below-listed via first-class U.S. Mail, postage prepaid, on this the 17 day of July, 2013.

Jeffrey J. Levy
401 Church Street
Suite 2800
Nashville, TN 37219

RUSSELL E. FREEMAN

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 JULY, 2013, in Docket Number 12D1028 between JONES, CARRIE LEA, Plaintiff, and JONES, RICHARD M , 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 05 day of AUGUST in the year two thousand twenty and in the 244th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____
Deputy Clerk

[SEAL] 

Certificate of Authenticity

I, Cynthia Brown, do hereby make oath that I am a licensed attorney and/or custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Cynthia Brown
Signature
Cynthia Brown

State of Georgia

County of Gwinnett

Personally appeared before me, Cynthia Brown, who acknowledges that this certification of an electric document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: 3-21-22
Notary's Seal:

MELANIE BIBB
Notary Public - Georgia
Gwinnett County
Expires 03/21/2022