Karen Johnson Davidson County
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Fees: $137.00 Taxes: $0.00
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STATE OF TENNESSEE

I, RICHARD R. ROOKER, Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the THIRD Circuit Court for Davidson County, Tennessee, on the 02 day of MAY, 2017, in Docket Number 15D1567 between WHITLEY, KELSEA NICOLE, Plaintiff, and WHITLEY, JUSTIN ROBERT, 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 30 day of JUNE in the year two thousand twenty-one and in the 244th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: J. Johnson
Deputy Clerk

[SEAL]

15D1567

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

FILED
2017 MAY -2 PM 3:18
RICHARD R. ROOKER, CLERK
D.C.

KELSEA NICOLE WHITLEY,	)	
	)	
Petitioner/Wife,	)	
	)	**DOCKET NO. 2015-D1567**
	)	
vs.	)	**NOTICE OF ENTRY REQUESTED**
	)	
JUSTIN ROBERT WHITLEY,	)	
	)	
Respondent/Husband.	)	
	)	

FINAL DECREE OF DIVORCE

This cause came to be heard on the 19th 18 day of April, 2017, before the Honorable Phillip Robinson, Judge of the Third Circuit Court for Davidson County, Tennessee upon the original Complaint for Divorce on the grounds of Irreconcilable Differences, Marital Dissolution Agreement, and Permanent Parenting Plan, all being submitted to the Court for approval, testimony from the witnesses in open Court and statement of counsel, from all of which the Court finds as follows:

The current addresses of the parties are as follows:

Kelsea Whitley
772 Howse Avenue
Nashville, TN 37115

Justin Robert Whitley
612 Willow Avenue, Apartment O-4
Nashville, Tennessee 38501

This cause was filed on August 17, 2015 and has been pending for more than ninety (90) days.

The parties have fully complied with the provisions of Tenn. Code Ann. § 56-7-2366.

There exist between the parties such irreconcilable differences as render a further continuation of the marriage impractical and impossible;

X

The Marital Dissolution Agreement submitted to the Court for approval is fair and equitable, and should be approved and made the judgment of this Court;

The Parenting Plan submitted to the Court for approval is in the best interests of the parties and their minor child, makes adequate provisions for the support, maintenance, and parenting of the minor child, and should be approved and made the Order of this Court.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that the Plaintiff/Wife, Kelsea Nicole Whitley, should be and is hereby awarded an absolute divorce from Defendant/Husband, Justin Robert Whitley, upon the grounds of irreconcilable differences, and that both parties are hereby restored to all the rights and privileges of unmarried persons.

It is further **ORDERED, ADJUDGED AND DECREED** that the Marital Dissolution Agreement and Permanent Parenting Plan heretofore executed by the parties and submitted to the Court for approval ~~is~~ ARE hereby approved, adopted in ~~its~~ THEIR entirety and made part of the Order, and more particularly set out as follows, to wit:

THIS SPACE INTENTIONALLY LEFT BLANK

THE THIRD CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

2016 DEC 28 PM 3:48
RICHARD R. ROOKER, CLERK
D.C.

1501567

KELSEA NICOLE WHITLEY,	)	
Petitioner/Wife,	)	
vs.	)	**DOCKET NO. 2015-D1567**
JUSTIN ROBERT WHITLEY,	)	
Respondent/Husband.	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made and entered into on the 29th Day of August, 2016, by and between **KELSEA NICOLE WHITLEY** of Davidson County, Tennessee, hereinafter referred to as "Wife", and **JUSTIN ROBERT WHITLEY** of Davidson County, Tennessee, hereinafter referred to as "Husband"; the Defendant being a resident of Davidson, Tennessee, and both being of lawful age.

W I T N E S S E T H:

WHEREAS, unfortunate and irreconcilable differences and disputes have arisen between the husband and wife; they are not and have not been cohabiting as husband and wife, and each intends to live separate and apart from each other; pursuant to T.C.A Section 36-4-101(a)(14), that each have good and valid grounds for divorce; and

WHEREAS, the parties own certain real and personal property and each of the parties have made a full disclosure to the other of all property and assets owned by them and of all income derived therefrom and from all other sources, and of all the debts and liabilities owing by the

parties, or either of them; and

WHEREAS, with full understanding of the parties' joint and respective financial conditions, the parties, both Husband and Wife, are desirous of entering into a full, complete, and final settlement of all their property rights and liabilities.

WHEREAS, neither party at the time of the execution of the Agreement is under the influence of any intoxicant or illegal drug, nor is either party experiencing any mental problems or conditions which would affect his or her judgment or their ability to understand the terms and conditions of this Martial Dissolution Agreement.

NOW THEREFORE, for and in consideration of the premises and other good and valuable considerations, the receipt of all of which is hereby acknowledged, and in consideration of the mutual covenants and agreements therein continued, the parties hereby jointly and mutually agree as follows:

1. SEPARATION. The parties shall continue to live separate lives and not cohabitate as Husband and Wife, since each party has the ability to earn separate income, each party will provide for their own support and maintenance, except as hereinafter provided.

JW JLW

2. REAL PROPERTY. The home purchased during the marriage shall be awarded to the wife, free and clear of any claim by the Husband. The mortgage is only in Wife's name. The property is located and known as 772 Howse Avenue, Madison, Tennessee 37115. Wife shall be responsible for the mortgage, maintenance and upkeep and hold Husband harmless thereon.

3. PERSONAL PROPERTY. The parties have already divided the personal property, therefore the Wife shall keep all property now in her possession and the Husband shall keep all property now in his possession.

4. MOTOR VEHICLES. The parties acknowledge that Husband currently owns no vehicles. Further, the parties acknowledge that the Wife owns a 2015 Nissan Rogue,

VIN: 5N1AT2MT1FC849486, which also parties agree that this vehicle will become the separate property of the Wife, and Husband agrees the he will make no claim to any ownership interest in and to said vehicle.

5. DEBTS. The parties would show unto the Court that there are debts that have been accumulated during the marriage. The parties do agree that each shall be responsible for any indebtedness that they have incurred in their respective, individual names during the course of their marriage or since their separation and shall indemnify and hold harmless the other party. A detailed list of the debts attributable to each party is listed as follows:

Justin Robert Whitley:
Cumberland Heights
Account number: 0058102

Cumberland Heights
Account number: 9025513

Bradley Extended Care
Account number: 35175

Millennium Health
I.D. Number: XW18308632534

John B. Ingleson
Account number: 17434.001
Case number: 15GC12495

Ascend Federal Credit Union
Account number- loan suffix
-3125450-1 (Car)
-3125450-99
-3125450 draft charges
-court cost 121.65

Arnold Scott Harris P.C. Attorneys- at- Law
Account number: 43789975

401k 2015 form 1099-R
Vanguard fiduciary trust company

I.D. Number: 23-2186884

Nashville Neurological Care Clinic
Account number: 1369

Kelsea Nicole Whitley:
Nissan Financial
Account number: 00102485710890001
VIN: 5N1AT2MTIFC849486

6. RETIREMENT. The parties do hereby expressly acknowledge that they have discussed fully one another's financial condition and have disclosed their net worth to one another. Each party shall retain their own retirement, if any. The Wife hereby releases any interest in the Husband's retirement and shall make no further or future claims to any retirements or assets that remain in his name. The Husband hereby releases any interest in the Wife's retirement and shall make no further or future claims to any retirements or assets that remain in her name.

7. ATTORNEY'S FEES. The parties acknowledge that the wife has retained Cleveland D. Bain, Attorney-at-Law, and the Husband has chosen not to retain an attorney. Wife shall be responsible for her attorney's fees and should Husband decide to retain counsel he shall be responsible for his attorney's fees.

8. WAIVER. The parties hereto, exclusive of the terms and provisions of this instrument, each waive all right, title, claim and interest of any kind or nature whatsoever, in and to the property or estate of the other by way of expectancy or reversion or otherwise, including, but not limited to, marital rights, insurance rights, contractual rights, and all other rights by way of dower, homestead, exemption, alimony or otherwise. Each of the parties does hereby release and discharge the other from any and all control, claims, demands, actions, or causes of action, except as to the obligations imposed by this instrument or by the Court's decree, this being intended

as a full, final and complete settlement of all the property, martial and other rights of the parties hereto.

As previously acknowledged, both parties waive any separate and distinct claim to any retirement and pension benefit of the other party except as may be set out by this Agreement herein, although they are aware of their rights regarding any such pensions and retirement benefits.

9. ENTIRE AGREEMENT. This Agreement contains the entire understanding and agreement between the parties. There are no representations, warranties, covenants or undertakings other than as expressly set forth herein, and each party enters into this contract voluntarily, advisedly, and with full knowledge of the financial condition, nature, character and value of the other's estate.

10. LAW GOVERNING AGREEMENT. The law of the State of Tennessee shall govern this agreement in all respects.

11. NONDISCHARGABILITY. With respect to each party's responsibility for payment of certain debts and liabilities, and their obligation to hold the other harmless from the payment thereof, the parties understand and agree that their obligations are a non-dischargeable debt under the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties.

12. NONCOMPLIANCE. Should either party incur any expense or legal fees as a result of a breach of any portion of this Marital Dissolution Agreement by the other, the Court shall award reasonable attorney's fees and Court cost to the non-defaulting party.

13. SEVERANCE. Should the Court hold that any portion of this Agreement is invalid the remainder shall be in full force and effect and the invalid portion shall be struck from the

Agreement or modified as the Court shall order.

14. MODIFICATION. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement and approved by the Court if such approval is required. Failure of either party to insist upon strict performance of any of the provisions to this Agreement shall not be constituted a waiver of any subsequent default of the same or similar nature.

15. EXECUTION OF DOCUMENTS. Each of the parties hereto mutually covenants and agrees that upon request, they, and each of them, will properly and promptly execute and deliver, each to the other, any and all deeds, titles, conveyance instruments, and documents of any kind or character necessary to divest and vest title into the party receiving the respective property and which may be necessary or proper to carry out the terms of this Agreement.

16. INDEBTEDNESS ON CREDIT OF OTHER PARTY. The parties agree with each other that neither has or will contract any indebtedness upon the credit of the other, and if neither party shall be compelled to pay any debt of the other not herein expressly provided for, then the party for whose benefit such payment shall have been made will fully indemnify the one paying said indebtedness to the full extent of the amount paid, together with any expenses incurred by reason thereof, including reasonable attorney's fees.

17. PURPOSE OF AGREEMENT. It is expressly understood and agreed by and between the parties that this Agreement is not intended to facilitate the procurement of a divorce by either party and that it does not have any bearing upon either parties' right to seek or obtain a divorce and is not to be construed as an agreement for either party to obtain or not to obtain a divorce. The parties recognize that the sole prerogative of granting a divorce rests in the sound discretion of the

Court. Therefore, this agreement is not nor is it in any manner intended to be conducive to the procurement of any such divorce by either of the parties but intended to facilitate the proof and smooth the asperities of any divorce litigation between the parties now pending or which may ensue.

18. LEGAL EFFECT OF AGREEMENT. It is further understood and agreed by and between the parties that this Marital Dissolution Agreement is entered into without undue influence, fraud, coercion or misrepresentation on the part of either party. The provisions of this Agreement and the legal effect thereof are known by each of the parties, and each party acknowledges that the Agreement is fair and equitable, and that this Agreement is entered into voluntarily by each of the parties. Each party acknowledges and affirms that they have read the entire Agreement and understood its terms and provisions.

19. PRESENTATION TO COURT. The parties mutually covenant and agree that this Marital Dissolution Agreement may be presented to the Court and accepted by the Court as evidence of a full and complete settlement of the property rights of the parties and of the respective obligations of the Wife and the Husband, all without any further evidentiary hearing or adjudication by the Court, and that this Marital Dissolution Agreement shall be incorporated by reference in any Decree of Divorce or Judgment entered between the parties.

20. CREDITOR'S LANGUAGE: See attached Exhibit "A".

< Signature Page Follows>

IN WITNESS WHEREOF, the parties have executed this Marital Dissolution Agreement this The 28 day of November, 2016.

KELSEA NICOLE WHITLEY

JUSTIN ROBERT WHITLEY

Respectfully Submitted:

West Nashville Law Group, PLLC

Cleveland D. Baird, Esq.
BPR No. 031957
4800 Charlotte Ave.
Nashville, TN 38209
(615) 942-6812: Office
(615) 383-7128: Facsimile
cleveland@westnashvillelaw.com
Attorney for the Petitioner

STATE OF TENNESSEE)
)
COUNTY OF Putnam)

Personally appeared before me, the undersigned, a Notary Public, in and for said state and county, **KELSEA NICOLE WHITLEY**, with whom I am personally acquainted and who acknowledged that she executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and official seal this 28TH day of November, 2016.

RYAN JOSEPH GOOD STATE OF TENNESSEE NOTARY PUBLIC PUTNAM COUNTY

Notary Public

My commission expires: 03/21/17

STATE OF TENNESSEE)
)
COUNTY OF Putnam)

Personally appeared before me, the undersigned, a Notary Public, in and for said state and county, **JUSTIN ROBERT WHITLEY,** with whom I am personally acquainted and who acknowledged that he executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and official seal this 28TH day of November, 2016.

RYAN JOSEPH GOOD STATE OF TENNESSEE NOTARY PUBLIC PUTNAM COUNTY

Notary Public

My commission expires: 03/21/17

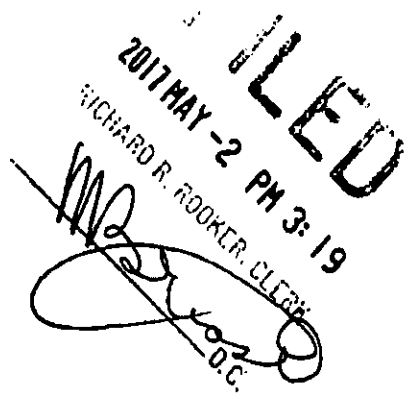


EXHIBIT NO. A

CREDITOR'S LANGUAGE

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

JW KW

15D1567

STATE OF TENNESSEE	COURT (Must be completed) THIRD CIRCUIT	COUNTY (Must be completed) DAVIDSON
PERMANENT PARENTING PLAN ORDER AGREED		FILE No. 15D1567
PLAINTIFF **KELSEA NICOLE WHITLEY** Mother	DEFENDANT **JUSTIN ROBERT WHITLEY** Father	

2015 DEC 28 PM 3:48 FILED
CIRCUIT COURT CLERK
RICHARD R. ROOKER, D.C.

2016 MAY -2 PM 2:10 FILED
CIRCUIT COURT CLERK
RICHARD R. ROOKER, D.C.

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
KIYA GRACE WHITLEY	06/03/2011

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent is **KELSEA WHITLEY.**

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

Mother 365 days Father Supervised visits

B. DAY-TO-DAY SCHEDULE

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

Mother shall have weekly day to day parenting responsibility. The Father shall have supervised visitation.

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

Every other Sunday.

This parenting schedule begins on the date of the Court's Order.

Day and Time

C. HOLIDAY SCHEDULE AND OTHER SCHOOL FREE DAYS

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

	MOTHER	FATHER
New Year's Day	DAY TO DAY	
Martin Luther King Day	DAY TO DAY	
Presidents' Day	DAY TO DAY	
Easter Day (unless otherwise coinciding with Spring Vacation)	DAY TO DAY	
Passover Day (unless otherwise coinciding with Spring Vacation)	DAY TO DAY	
Mother's Day	MOTHER	
Memorial Day (if no school)	DAY TO DAY	
Father's Day		FATHER*
July 4th	DAY TO DAY	
Labor Day	DAY TO DAY	
Halloween	DAY TO DAY	
Thanksgiving Day & Friday	DAY TO DAY	
Children's Birthdays	DAY TO DAY	
Other School-Free Days	DAY TO DAY	
Mother's Birthday	MOTHER	
Father's Birthday		FATHER*

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: Mother

E. WINTER (CHRISTMAS) VACATION

The mother father shall have the child or children for the first period from the day and time school is dismissed until December _____ at ____ a.m./p.m. in odd-numbered years in even-numbered years every year. 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.

Other agreement of the parents: _____

F. SPRING VACATION (*If applicable*)

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

G. SUMMER VACATION

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

H. TRANSPORTATION ARRANGEMENTS

The place of meeting for the exchange of the child or children shall be: Cookeville, Tennessee.
Payment of long distance transportation costs *(if applicable):* Father.
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 *(If applicable)*
X Check if applicable

Supervised parenting time shall apply during the day-to-day schedule as follows:
Place: Neutral location chosen by the Mother
Person or organization supervising: Mother.
Responsibility for cost, if any: Father

J. OTHER

The following special provisions apply :

The Father is currently and has been battling substance abuse issues. Mother will take the child to neutral location, and she will allow the father to visit with the child at a suitable location while she supervises the visits.

KW The Father may file a Petition with the Court requesting specific parenting time at any time.

II. DECISION-MAKING

A. DAY-TO-DAY DECISIONS

The Mother shall make decisions regarding the day-to-day care of a child 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	X mother	father	joint
Non-emergency health care	X mother	father	joint
Religious upbringing	X mother	father	joint
Extracurricular activities	X mother	father	joint

III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Father's gross monthly income is $ ~~1200.00~~ 1,733.00
Mother's gross monthly income is $ 2118.00

1. The final child support order is as follows:
   a. The FATHER shall pay to the other parent as regular child support the sum of $101.30 per week 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 $ 3,325.00 to the Mother against the child support payor representing retroactive support required under Section 1240-2-4.06 of the D.H.S. Income Shares Child Support Guidelines dating from August, 2015 which shall be paid (including pre/post judgment interest) at the rate of $ 50.00 per X week month twice per month every two weeks until the judgment is paid in full.

3. Payments shall begin on the 21st day of ~~October~~ April 2016. & continue each Friday thereafter.

Kelsea Whitten J, 2017

This support shall be paid:

X To the Central Child Support Receipting Unit, P. O. Box 305200, Nashville, Tennessee 37229, and sent from there to the other parent at: 772 Howse Avenue, Madison Tennessee 37115.

X 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 EXEMPTION*

The Mother will be receiving child support.

The Mother shall claim the following children: KIYA GRACE WHITLEY

The Father shall claim the following children: N/A

The Mother 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 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

Child is currently covered under Cover Kids and shall remain as long as she is eligible KW JW

Reasonable health insurance on the child or children will be:
Maintained by the Father

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 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. KW

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

---

* 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.

E. LIFE INSURANCE

If agreed upon by the parties, the Father 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 Mother as trustee for the benefit of the child, 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 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 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.

VII. NOTICE REGARDING PARENTAL RELOCATION

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

If a parent who is spending intervals of time with a child desires to relocate outside the state or more than fifty (50) miles from the other parent within the state, the relocating parent shall send a notice to the other parent at the other parent's last known address by registered or certified mail. Unless excused by the court for exigent circumstances, the 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 X both parents mother father neither. Failure to attend the parent education class within 60 days of this order is punishable by contempt.

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 rather than one agreed by both parents.)***

Kelsea Whitley — 11/28/16 Cookville TN
Mother — Date and Place Signed

Sworn to and subscribed before me this 28th day of November, 2016.

My commission expires: 03/21/17

STATE OF TENNESSEE NOTARY PUBLIC PUTNAM COUNTY

Notary Public

11/28/16 Cookeville, TN
Father — Date and Place Signed

Sworn to and subscribed before me this 28th day of November, 2016.

My commission expires: 03/21/17

STATE OF TENNESSEE NOTARY PUBLIC PUTNAM COUNTY

Notary Public

APPROVED FOR ENTRY:

Cleveland D. Bain
BPR 031957
West Nashville Law Group, PLLC
4800 Charlotte Avenue
Nashville, Tennessee 37209
(615) 942-6812

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 2 day of May, 2017.

Judge

Effective as of 7/22/2008

State of Tennessee - Department of Human Services
Child Support Worksheet

4/18/2017 - 9:29 AM

FILED
2017 MAY -2 PM 3:19
RICHARD ROOKER, CLERK

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:	Kelsea Nicole Whitley	X		
Name of Father:	Justin robert Whitley		X	
Name of non-parent Caretaker:				

TCSES case #:

Docket #: 15D-1562

Court name: Third Circuit Court - Davidson County, TN

Name(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
Kiya Grace Whitley	6/3/2011	365	0	

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		$ 2,118.00	$ 1,733.00	
1a	Federal benefit for child		+	+	
1b	Self-employment tax paid		-	-	
1c	Subtotal		2,118.00	1,733.00	
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)		$ 2,118.00	$ 1,733.00	
2a	Combined Adjusted Gross Income	$3,851.00			
3	Percentage Share of Income (PI)		55%	45%	

Part III. Parents' Share of BCSO

4	BCSO allotted to primary parent's household	$ 729.00	$ 0.00	$ 0.00
4a	Share of BCSO owed to primary parent	$ 0.00	$ 328.05	
5	Each parent's average parenting time	N/A	0	
6	Parenting time adjustment	$ N/A	$ 62.01	
7	Adjusted BCSO	$ 0.00	$ 390.06	

Effective as of 7/22/2008

State of Tennessee - Department of Human Services
Child Support Worksheet

4/18/2017 - 9:29 AM

Part IV. Additional Expenses

		Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
8a	Children's portion of health insurance premium	$	$	$
8b	Recurring uninsured medical expenses	$	$	$
8c	Work-related childcare	$ 108.33	$	$
9	Total additional expenses	$ 108.33	$ 0.00	$ 0.00
10	Share of additional expenses owed	$ 0.00	$ 48.75	
11	Adjusted Support Obligation (ASO)	$ 0.00	$ 438.81	

Part V. Presumptive Child Support Order

		OBLIGATION	
12	Presumptive Child Support Order (PCSO)	$ 0.00	$ 439.00

* 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	$ 439.00
16	FCSO adjusted for Federal benefit, Line 1a, Obligor's column.	$ 0.00	$ 439.00

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

Comments, Calculations, or Rebuttals to Schedule

Preparer's Use Only

Name:
Title:
Date: 4/18/2017

It is further **ORDERED, ADJUDGED AND DECREED** that each party shall pay his or her own attorney's fees.

It is further **ORDERED, ADJUDGED AND DECREED** that the Plaintiff shall pay the Court costs in this cause for which execution may issue if necessary.

This the 2 day of May, 2017

JUDGE PHILLIP ROBINSON

APPROVED FOR ENTRY:

West Nashville Law Group, PLLC

Cleveland D. Bain, Esq
BPR No. 031957
4800 Charlotte Avenue
Nashville, Tennessee 37209
(615)942-6812: office
(615)383-7128: fax
cleveland@westnashvillelaw.com
Attorney for Plaintiff/Wife

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Decree of Divorce has been sent via postage prepaid, this 24th day of April, 2017, to the following:

Justin Robert Whitley
612 Willow Avenue, Apartment O-4
Nashville, Tennessee 38501

Cleveland D. Bain

CERTIFICATE OF SERVICE

DOCKET NO. 15D1567

I hereby certify I have mailed a copy of the foregoing to the parties/counsel listed below, on this 3RD day of MAY, 2017.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____
Deputy Clerk

CLEVELAND D. BAIN, ATTORNEY
4800 CHARLOTTE AVE.
NASHVILLE, TN 37209

JUSTIN WHITLEY
612 WILLOW AVE., APT. 0-4
COOKEVILLE, TN 38501