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

Karen Johnson Davidson County
Batch# 1065774 DEEDDIV
10/27/2023 11:59:55 AM 10 pgs
Fees: $52.00 Taxes: $0.00
20231027-0084197

TIFFONIE S. FISHER,

Plaintiff/Wife,

VS.

ANTONIO L. FISHER,

Defendant/Husband.

NO: 23D-748

FINAL JUDGMENT OF DIVORCE

This cause came on for trial on the 25th day of October 2023, before the Honorable Stanley A. Kweller, Judge for the Fourth Circuit Court for Davidson County, Tennessee, at Nashville, upon the Complaint for Absolute Divorce filed by the Plaintiff, **Tiffonie S. Fisher**. Based on the sworn testimony of **Ms. Fisher** and her two witnesses, statements of counsel, the default judgment previously granted herein, 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 since 02/14/2001. They separated on 12/08/2018. The Plaintiff/Wife (hereinafter **Ms. Fisher**) filed her Complaint for Divorce on 05/30/2023. She alleged the grounds of Irreconcilable Differences, Indignities, and Inappropriate Marital Conduct. She further alleged that there was one (1) minor child born of this marriage; Toniyah Lorraine Valquese Fisher, born 04-23-2009. No other children are expected. She further alleged that on 07/02/2003, she purchased a house and lot known as 530 Maplewood Lane, Nashville, TN 37216-1508. The Husband's name is not on the deed or the mortgage. **Ms. Fisher** has prayed for her to be awarded this realty. Personal service was obtained on the Defendant/Husband (hereinafter **Mr. Fisher**) on 07/07/2023. Since that time, **Mr. Fisher** has filed no Answer to the Complaint in this case. On 10/02/2023, an Order of default judgment was entered against **Mr. Fisher** because he failed to participate in this lawsuit by filing an Answer or defense. This allowed **Ms. Fisher** to proceed with her Complaint for Divorce.

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2. The proof presented by **Ms. Fisher** and her two witnesses was that during the marriage he began to become emotionally distant and physically abusive. He was no longer putting any effort into the marriage. He also admitted to having affairs with other women. These acts on the part of **Mr. Fisher** constitute Inappropriate Marital Conduct. **Ms. Fisher** is therefore awarded an absolute divorce from **Mr. Fisher** 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.

3. On 07/02/2003, **Ms. Fisher** purchased a parcel of improved realty known as 530 Maplewood Lane, Nashville, TN 37216-1508. **Mr. Fisher**'s name is not on the deed or the mortgage. On 12/08/2018, **Mr. Fisher** left **Ms. Fisher** and moved out of the realty. During the marriage, **Mr. Fisher** made little to no contribution to the preservation or the appreciation of this realty. Therefore, the Court finds that **Mr. Fisher** has no accumulated interest in the realty. Accordingly, all right, title, and interest of **Mr. Fisher** in and to the parcel of improved realty known as 530 Maplewood Lane, Nashville, TN 37216-1508, shall be divested out of **Mr. Fisher** and the same right, title, and interest shall be vested in **Ms. Fisher** as her sole and separate property in fee simple absolute. The Map and Parcel numbers are 061-05.0-025.00. This realty is more particularly described as follows:

> A certain tract or parcel of land located in Davidson County, Tennessee, described as follows to-wit:
>
> Being part of Lot No. 8 as shown on a copy of a survey showing parts of Lots 7 and 8 on the Plan of D.H. Thompson's Lots, not of record, said survey dated May 28, 1965, made by William Collier, Parrish Associated, Civil Engineer, described as follows:
>
> Beginning at an iron stake set in the southerly margin of Maplewood Lane at a point which is 190.7 feet easterly from the point in said margin of said Maplewood Lane which is 25 feet south of the center line of the intersection of Lemont Drive and Maplewood Lane; thence South 6 degrees 02' west along a line parallel to and 15 feet easterly from the easterly line of Lot No. 9 on said survey, a distance of 250 feet to an iron stake; thence South 85 degrees 53' east along a line parallel to Southerly margin of Maplewood Lane, a distance of 85 feet to an iron stake; thence North 6 degrees 02' east 250 feet to an iron stake set in the southerly margin of Maplewood Lane; thence westwardley with said margin of said Lane 85 feet to the point of beginning.

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Being the same property conveyed to Tiffonie S. Fisher, a married person, by Special Warranty Deed from Bankers Trust Company, as Trustee, of record at Instrument No. 20030702-0091832, Register's Office for Davidson County, Tennessee, recorded on July 02, 2003.

This conveyance is subject to all easements, restrictive covenants and conditions, and other matters of record, including all items set out on any applicable plat of record.

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

4. There is one (1) minor child born of this marriage; Toniyah Lorraine Valquese Fisher, born 04/23/2009. **Ms. Fisher** was the primary caregiver for this child throughout the marriage. The Court, therefore, designates **Ms. Fisher** as the child's Primary Residential Parent. She shall have sole decision-making regarding the child's educational opportunities, non-emergency health care issues, religious affiliations, and participation in extra-curricular activities. **Ms. Fisher** shall have 365 days per year of parenting time with the minor child and **Mr. Fisher** shall have 0 days. **Ms. Fisher** shall use her good judgment whether or not to allow contact between the child and **Mr. Fisher**. She may allow contact only if she feels it would be in the child's best interest. If, at some later date **Mr. Fisher** desires to become a part of the child's life, he must petition the Court for, and convince this Court that he is worthy of, parenting time.

5. In the meantime, for the purpose of calculating child support, **Ms. Fisher** provided proof that her average gross monthly income is **$3,467.00** per month. This was based on her earning $20.00 per hour for a 40-hour work week. There was no reliable proof presented of **Mr. Fisher**'s income. Therefore, pursuant to the 2020 Child Support Guidelines, the Court imputed his gross income at $43,761.00 per year, or **$3,647.00 per month**. Pursuant to Rule 1240-02-04-.04(3)(a)(2), the Court has the authority to impute gross income if no reliable evidence of income exists due to the parent's failure to participate or supply financial information in a child support proceeding. Further, pursuant to Rule 1240-02-04-.01(1)(d)(iii), the Court must consider numerous factors when adequate or reliable evidence is lacking due to the parent's nonparticipation in the proceedings. Therefore, imputation of his income is appropriate. **Ms. Fisher** also provides medical, dental and vision insurance for the child through TennCare at no cost to herself. She shall continue to provide TennCare for the child so long as the child is eligible. There will be no credit given to **Mr. Fisher** for any other minor children he may have because it is unknown whether he pays support for them. **Ms. Fisher** has no other children in her household.

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6. **Ms. Fisher** testified that she desires to obtain a passport for her minor child. In the past, **Ms. Fisher** has requested **Mr. Fisher**'s cooperation in applying for a passport for their minor child but he has refused to assist with her request. For the purposes of applying for a United States passport, let it be known that **Ms. Fisher** shall have "sole legal custody" of the parties' child, Toniyah Lorraine Valquese Fisher, born 04/23/2009, and shall be permitted by virtue of this Court Order to apply for a passport on behalf of her minor child without the necessity of **Mr. Fisher**'s permission, participation, effort, cooperation, and assistance.

7. Based on the above-recited facts, and with no parenting time awarded to **Mr. Fisher**, **Mr. Fisher**'s child support obligation to **Ms. Fisher** for their minor child shall be **$578.00 per month**. **Mr. Fisher**'s obligation shall begin on 11/08/2023. **Ms. Fisher** shall also be entitled to a **judgment of $34,102.00 against Mr. Fisher** for back child support from 12/08/2018 (the date of the parties' separation) to 11/07/2023 for a total of fifty-nine (59) months. Beginning 11/08/2023, **Mr. Fisher** shall pay on this judgment the sum of **$100.00 per month** including pre/post judgment interest until the judgment is paid in full. All medical, dental and vision bills incurred by the parties' minor child not covered by insurance shall be split pro-rata between the parties which shall be **49% for Ms. Fisher and 51% for Mr. Fisher**. All findings in this paragraph are in the best interest of the parties' minor child.

8. **Ms. Fisher** shall be awarded all right, title, and interest in and to her 2012 Infiniti QX60, 2015 Hyundai Elantra, and any other vehicles titled in her name, her Bank of America bank account (from which **Mr. Fisher**'s name shall be immediately removed), and any other bank accounts she may have, her appliances, furniture, furnishings, if any, and other personal property in her possession and under her control, free and clear of any claims from **Mr. Fisher**. **Ms. Fisher** shall be responsible for any indebtedness associated with these items and shall indemnify and hold **Mr. Fisher** harmless thereon. Conversely, **Mr. Fisher** shall be awarded all right, title, and interest in and to all vehicles and personal property in his possession and under his control, free and clear of any claims from **Ms. Fisher**. **Mr. Fisher** shall be responsible for any indebtedness associated with these items and shall indemnify and hold **Ms. Fisher** harmless thereon.

9. **Ms. Fisher** shall be awarded all right, title, and interest in and to all retirement and

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pension accounts she may have accrued in her name through any employer, free and clear of any claims from **Mr. Fisher**.

10. The parties have no joint debts. With regard to the parties' separately incurred debts, **Ms. Fisher** shall be responsible for all debts she has incurred in her name only since the date of the parties' separation (12/08/2018) and shall indemnify and hold **Mr. Fisher** harmless thereon. Likewise, **Mr. Fisher** shall be responsible for all debts he has incurred in his name only since the date of the parties' separation and shall indemnify and hold **Ms. Fisher** harmless thereon.

11. The current address of **Ms. Fisher** is 530 Maplewood Lane, Nashville, TN 37216-1508, and the *last known address* of **Mr. Fisher** is 3806 Katherine Street, Nashville, TN 37216-2703.

12. Laura Tek, **Ms. Fisher**'s attorney, should be awarded a judgment for her reasonable attorney's fees of $3,000.00 against the Defendant, **Mr. Fisher**. This award is considered alimony *in solido* and nondischargeable in bankruptcy.

13. All Court costs should be taxed to the Defendant, **Mr. Fisher**.

BASED ON THESE FINDINGS, IT IS:

ORDERED, ADJUDGED and **DECREED** that **Ms. Fisher** shall be awarded a divorce from **Mr. Fisher** 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 all right, title, and interest of **Mr. Fisher** in and to the parcel of improved realty known as 530 Maplewood Lane, Nashville, TN 37216-1508, shall be divested out of **Mr. Fisher** and the same right, title, and interest shall be vested in, and conveyed to, **Ms. Fisher** as her sole and separate property in fee simple absolute. This realty is more particularly described above in paragraph 3. It is further

ORDERED, ADJUDGED and **DECREED** that **Ms. Fisher** shall be designated as the

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Primary Residential Parent for the parties' one minor child, to wit: Toniyah Lorraine Valquese Fisher, born 04/23/2009. 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. Fisher** shall have 365 days per year of parenting time with the minor child and **Mr. Fisher** shall have 0 days. **Ms. Fisher** shall use her good judgment whether or not to allow contact between the child and **Mr. Fisher**. If, at some later date **Mr. Fisher** desires to become a part of the child's life, he must petition the Court for, and convince this Court that he is worthy of, parenting time. It is further

ORDERED, ADJUDGED and **DECREED** that for the purposes of applying for a United States passport for the parties' minor child, Toniyah Lorraine Valquese Fisher, born 04/23/2009, **Ms. Fisher** shall have "sole legal custody" of this child and shall be permitted by virtue of this Court Order to apply for a passport on behalf of her minor child without the necessity of **Mr. Fisher**'s permission, participation, effort, cooperation, and assistance. It is further

ORDERED, ADJUDGED and **DECREED** that **Mr. Fisher**'s child support obligation to **Ms. Fisher** for their minor child shall be **$578.00 per month**. **Mr. Fisher**'s obligation shall begin on 11/08/2023 and shall continue each and every month thereafter until further Order of the Court. **Ms. Fisher** shall also be entitled to a judgment of **$34,102.00** against **Mr. Fisher** for back child support from 12/08/2018 (the date of the parties' separation) to 11/07/2023 for a total of fifty-nine (59) months. Beginning 11/08/2023, **Mr. Fisher** shall pay on this judgment the sum of $100.00 per month including pre/post judgment interest until the judgment is paid in full. All medical, dental and vision bills incurred by the parties' minor child not covered by insurance shall be split pro-rata between the parties which shall be 49% for **Ms. Fisher** and 51% for **Mr. Fisher**. All findings in this paragraph are in the best interest of the parties' 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. Fisher** shall be awarded all right,

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title, and interest in and to her 2012 Infiniti QX60, 2015 Hyundai Elantra, and any other vehicles titled in her name, her Bank of America bank account (from which **Mr. Fisher**'s name shall be immediately removed), and any other bank accounts she may have, her appliances, furniture, furnishings, if any, and other personal property in her possession and under her control, free and clear of any claims from **Mr. Fisher**. **Ms. Fisher** shall be responsible for any indebtedness associated with these items and shall indemnify and hold **Mr. Fisher** harmless thereon. Conversely, **Mr. Fisher** shall be awarded all right, title, and interest in and to all vehicles and personal property in his possession and under his control, free and clear of any claims from **Ms. Fisher**. **Mr. Fisher** shall be responsible for any indebtedness associated with these items and shall indemnify and hold **Ms. Fisher** harmless thereon. It is further

ORDERED, ADJUDGED and **DECREED** that **Ms. Fisher** shall be awarded all right, title, and interest in and to all retirement and pension accounts she may have accrued in her name through any employer, free and clear of any claims from **Mr. Fisher**. It is further

ORDERED, ADJUDGED and **DECREED** that **Ms. Fisher** shall be responsible for all debts she has incurred in her name only since the date of the parties' separation (which was 12/08/2018) and shall indemnify and hold **Mr. Fisher** harmless thereon. Likewise, **Mr. Fisher** shall be responsible for all debts he has incurred in his name only since the date of the parties' separation and shall indemnify and hold **Ms. Fisher** harmless thereon. 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 **Ms. Fisher** shall be restored to her maiden name, "**Tiffonie Shane'e Steele**". It is further

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ORDERED, ADJUDGED and **DECREED** that Laura Tek, **Ms. Fisher**'s attorney, shall be awarded a judgment of **$3,000.00** for her reasonable attorney's fees against the Defendant, **Mr. Fisher**. This award of attorney's fees shall be a judgment against **Mr. Fisher** in favor of Ms. Tek for which execution shall issue, if necessary. This award shall be considered alimony *in solido* to **Ms. Fisher** and nondischargeable in bankruptcy. It is further

ORDERED, ADJUDGED and **DECREED** that all Court costs should be taxed to the Defendant, **Mr. Fisher** for which execution shall issue, if necessary.

ENTERED this 26th day of October 2023.

HON. STANLEY A. KWELLER, JUDGE

APPROVED FOR ENTRY:

LAURA TEK, #16523
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 accurate copy of the foregoing document has been served on the following by:

(x) U. S. Mail, postage prepaid

Bradley Howard Fisher a/k/a Bradley Anthony Fisher
Last Known Address
1930-A Karen Drive
Nashville, TN 37217-1341

Bradley Howard Fisher a/k/a Bradley Anthony Fisher
Place of Employment
Lowe's Home Improvement
5520 Nolensville Pike
Nashville, TN 37211

This 25th day of October 2023.

LAURA TEK

STATE OF TENNESSEE

****

TIFFONIE S FISHER
[Plaintiff(s)]

vs.

Docket No: *23D748*

ANTONIO L FISHER
[Defendant(s)]

I, JOSEPH P. DAY, 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 above styled case on October 26, 2023 in the Fourth Circuit Court for Davidson County, Tennessee, 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, on October 27, 2023.

JOSEPH P. DAY
CIRCUIT COURT CLERK

JOSEPH P. DAY, Clerk,

By: _____
Deputy Clerk