

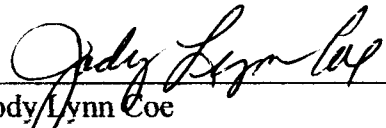
ESTATE OF DAVID ALLAN COE, DECEASED

CASE NO. 2026002340

CLAIM AGAINST THE ESTATE OF DAVID ALLAN COE

Jody Lynn Coe ("Claimant"), 129 Caldwell Drive, Hendersonville, TN 37075 hereby presents her claim against the Estate of David Allan Coe, deceased, as follows:

Delinquent spousal support in the amount of \$194,882.10 as of March 31, 2017, plus interest at the rate of 12% per annum thereafter. See attached.



Jody Lynn Coe

4937-7863-3916, v. 1

FILED
RALPH WINKLER
JUDGE & EX-OFFICIO CLERK

JUL 14 2026

HAMILTON COUNTY
PROBATE COURT

107.00

IN THE CIRCUIT COURT FOR SUMNER COUNTY, TENNESSEE
AT GALLATIN

FILED

JUN 24 1997

DAVID ALLAN COE,

Plaintiff,

Social Security No. [REDACTED]

vs.

JODY LYNN COE,

Defendant,

Social Security No. [REDACTED]

MAHAILIAH HUGHES, CLERK

BY Amey Ray D.C.

DOCKET NO. 16408C

FINAL ORDER

This action came to be heard on the ²⁴23rd day of June, 1997, before the Honorable Thomas Goodall, Judge, upon the Husband's Complaint for Divorce. The parties have agreed to a divorce on the grounds of irreconcilable differences and have entered into a written Child Custody and Marital Dissolution Agreement, which makes provision for the care, custody, and support of the parties' minor children and the division of the property and debts of the parties. Said Child Custody and Marital Dissolution Agreement is in words and figures as follows:

CL

SP

MINUTES CIRCUIT COURT, SUMNER COUNTY, TENNESSEE - JUNE 24, 1997
IN THE CIRCUIT COURT FOR SUMNER COUNTY, TENNESSEE
AT GALLATIN

DAVID ALLAN COE,

Plaintiff,

Social Security No. [REDACTED]

vs.

JODY LYNN COE,

Defendant,

Social Security No. [REDACTED]

DOCKET NO. 16408C

CHILD CUSTODY AND MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is made and entered into as of this 24th day of June 1997, by and between Complainant, David Allan Coe, hereinafter called Husband, a citizen and resident of Sumner County, Tennessee and Defendant, Jody Lynn Coe, hereinafter called Wife, a citizen and resident of Sumner County, Tennessee.

WITNESSETH:

WHEREAS, the parties hereto have encountered marital difficulties that are apparently irreconcilable; and

WHEREAS, the parties hereto are mutually desirous of adjusting all issues in the above-captioned action relative to the division of property;

NOW, THEREFORE, for good and sufficient consideration, the parties hereto mutually agree as follows:

1. Wife shall have exclusive care, custody and control of the parties' minor children, Tyler Mayhan Coe, Tanya Montana Coe, Shyanne Sherill Coe, and Carson David Coe (hereinafter sometimes referred to collectively as "the minor children"). Husband shall have reasonable visitation with the minor children.

2. Except as otherwise provided herein, for so long as Wife shall have and maintain primary custody of the said minor children of the parties, as and for the support and maintenance of the minor children of the parties the sum of Four Thousand Dollars (\$4000) per month, in two (2) equal monthly installments, and such sum shall continue to be paid, unless modified by a court of competent jurisdiction, by Husband each month until Tyler Mayhan Coe shall attain the age of eighteen (18) years. On the date that Tyler Mayhan Coe attains the age of eighteen (18) years, Husband's monthly payment for the support and maintenance of the three (3) remaining minor children of the parties shall be reduced to the sum of Three Thousand Two Hundred Dollars (\$3200) per month, payable

in two (2) equal monthly installments, and such sum shall continue to be paid, unless modified by a court of competent jurisdiction, by Husband each month until Tanya Montana Coe shall attain the age of eighteen (18) years. On the date that Tanya Montana Coe attains the age of eighteen (18) years, Husband's monthly payment for the support and maintenance of the two (2) remaining minor children of the parties shall be reduced to the sum of Two Thousand Four Hundred Dollars (\$2400) per month, payable in two (2) equal monthly installments, and such sum shall continue to be paid, unless modified by a court of competent jurisdiction, by Husband each month until Shyanne Sherril Coe shall attain the age of eighteen (18) years. On the date that Shyanne Sherril Coe attains the age of eighteen (18) years, Husband's monthly payment for the support and maintenance of the one (1) remaining minor child of the parties shall be reduced to the sum of One Thousand Six Hundred Dollars (\$1600) per month, payable in two (2) equal monthly installments, and such sum shall continue to be paid, unless modified by a court of competent jurisdiction, by Husband each month until Carson David Coe shall attain the age of eighteen (18) years. On the date that Carson David Coe attains the age of eighteen (18) years, Husband's obligation for the support and maintenance of the minor children shall cease. In the event that one or more of the aforementioned minor children deceases prior to reaching the age of eighteen (18) years, Husband's child support obligation provided for hereunder shall abate as if the deceased minor child had reached the age of eighteen (18) years. For purposes of clarity, Husband's obligation shall be Four Thousand Dollars (\$4000) for so long as there are four (4) surviving minor children in Wife's primary custody, Three Thousand Two Hundred Dollars (\$3200) for so long as there are three (3) surviving minor children in Wife's primary custody, Two Thousand Four Hundred Dollars (\$2400) for so long as there are two (2) surviving minor children in Wife's primary custody, and One Thousand Six Hundred Dollars (\$1600) for so long as there is (1) surviving minor child in Wife's primary custody. The parties expressly acknowledge and agree that the amount of child support provided for in this paragraph is fair and adequate for the maintenance and support of the minor children. Further, the parties expressly acknowledge and agree that the amount of child support provided for in this paragraph, when taken together with the provisions of paragraph 16 below, exceeds the amount required under the Tennessee Child Support Guidelines, based upon Husband's average annual earnings of approximately Ninety Six Thousand Three Hundred Dollars (\$96,300). Husband shall have the right to claim the parties' minor children as dependents for income tax purposes for so long as he shall continue to make the support payments described in this paragraph.

3. Except as otherwise provided herein, for so long as Wife shall not remarry and for so long as she shall remain alive, Husband agrees to pay Wife, as and for the support, maintenance, and rehabilitation of Wife, alimony in the amount of Two Thousand Dollars (\$2000) per month, in two (2) equal monthly installments, and such sum shall continue to be paid, unless modified by a court of competent jurisdiction, by Husband each month until such time as Wife remarries or deceases, or until such time as Husband deceases, in which event Husband's obligation to make such payments shall immediately cease.

4. Husband agrees to maintain in force adequate major medical and hospitalization insurance for the benefit of the parties' minor children. The parties further agree that any and all medical expenses and dental expenses not covered by insurance will be divided and paid equally by the parties.

5. Husband agrees to pay college tuition at the University of Tennessee, or at a major state supported university the equivalent of the University of Tennessee, for up to eight (8) semesters consisting of no less than twelve (12) credit hours each, or the equivalent of eight (8) semesters consisting of no less than twelve (12) credit hours each, for Tyler Mayhan Coe, Tanya Montana Coe, Shyanne Sherill Coe, and Carson David Coe.

6. Wife shall have as her sole and separate personal property an unencumbered 1997 Chevrolet Suburban automobile and an unencumbered 1993 Ford Mustang Automobile. Husband agrees to execute any and all necessary documents to convey title to said automobiles.

7. Husband shall have as his sole and separate property a 1993 unencumbered Chrysler New Yorker automobile. Wife agrees to execute any and all necessary documents to convey title to said automobile.

8. Husband shall have as his sole and separate property a 1970 Silver Eagle motor coach and a 1990 Prevost Motor Home, both of which Husband uses in his business as a touring country music artist. Both vehicles are encumbered to an extent in excess of their current fair market value, with a security interest in each vehicle having been granted to Family Security Credit Union, Decatur, Alabama. Wife agrees to execute any and all necessary documents to convey title to said vehicles. Husband agrees to assume the debt on both vehicles and will hold the Wife harmless therefor.

9. Wife shall have as her sole and separate property a Secured Promissory Note dated February 20, 1995, the maker of which is Dogwood Canyon Nature Park Company, the holders of which are David Allen [sic] Coe and Jody Lynn Coe. A copy of this Promissory Note is attached hereto as Exhibit A. The principal owed is approximately Thirty Six Thousand Dollars (\$36,000), and the monthly payment received is Three Hundred Ten Dollars and Twelve Cents (\$310.12). Husband agrees to execute any and all necessary documents to assign said Promissory Note to Wife.

10. Wife shall have as her sole and separate property any sums on deposit in the Suntrust checking account.

11. Wife shall have as her sole and separate property Tanya Montana Music Publishing Company (hereinafter the "Publishing Company"), including the copyrights controlled by said Publishing Company and all other assets thereof, including all tangible personal property used or usable in connection with the operation of the Publishing Company; all office supplies used or usable in connection with the operation of the Publishing Company including all pre-printed material, pens, pencils, file folders, file cabinets, and any other equipment and fixtures within the marital residence or in storage as of the date of the entry of the Final Decree of Divorce in this case; all accounts receivable as of the date of the entry of the Final Decree of Divorce in this case; all other assets, including any sums on deposit in the NationsBankbank checking account as of the date of the entry of the Final Decree of Divorce entered in this case, used or usable by Wife in connection with the operation of the Publishing Company, not specifically excluded by the terms of this agreement, including the right to operate and do business under the trade name Tanya Montana Music Publishing Company and all logos and tradenames used in connection with the Publishing Company. Husband shall not be responsible for any accounts payable or sums owed by the Publishing Company, and Wife agrees to hold Husband harmless therefor. Husband shall have as his sole and separate property the contractual right to receive the "writer's share" of all songs written by him in the Tanya Montana Music Publishing Company catalog.

12. Wife shall have as her sole and separate property the following life insurance policies:

- (a) Northwestern Mutual Life Insurance Company Policy No. 9 453 733
Death Benefit (initial face amount) - \$50,000
Current Cash Value - \$4947.35
Loan - \$3348.58
Insured - Jody L. Benham (Coe)
- (b) Northwestern Mutual Life Insurance Company Policy No. 8 951 786
Death Benefit (Initial face amount) - \$25,000
Current Cash Value - \$3443.41
Loan - \$2368.04
Insured - Jody L. Benham (Coe)

- (c) Northwestern Mutual Life Insurance Company Policy No. 10061821
Death Benefit (initial face amount) - \$200,000
Current Cash Value - \$55,074.91
Loan - \$0
Insured - David Allan Coe
- (d) Jackson National Life Insurance Company Policy No. 0016094860
Death Benefit (initial face amount) - \$150,000
Current Cash Value - \$22,374.70
Loan - \$1,048.37
Insured - David Allan Coe

Wife agrees that she shall have the sole obligation to pay the premiums on the life insurance policies described in this paragraph. Except as described above, Husband waives all interest in the aforementioned life insurance policies, including any cash values existing on the date of the entry of the Final Decree of Divorce.

13. Husband agrees to maintain Jackson National Life Insurance Company of Michigan Policy Number 0624693900 in full force and effect and to pay the premiums on said policy for so long as he shall be obligated to make payments to Wife for the support and maintenance of the minor children in accordance with this Agreement. This is a term life policy with a death benefit of Five Hundred Thousand Dollars (\$500,000). Wife is the owner and beneficiary of said policy, and Husband is the insured. Attached to the policy is a Rider insuring Wife's life in the amount of Five Hundred Thousand Dollars (\$500,000), and Husband is the beneficiary under the Rider.

14. Wife shall have as her sole and separate property any sums on deposit in the National Bank of Commerce (David Allan Coe artist account) checking account as of the date of the entry of the Final Decree of Divorce. The parties agree to take all steps and execute all documents necessary to remove Husband's name from this account. Wife shall have the right to maintain this account in her own name after the entry of the Final Decree of Divorce.

15. Husband shall have as his sole and separate property all tangible and intangible property, including but not limited to any and all executory and nonexecutory contracts, related to his activities as a songwriter, publisher, producer, and/or recording artist in the entertainment industry and any and all copyrights to songs written by him not controlled by Tanya Montana Music Publishing Company as of the date of the entry of the Final Decree of Divorce in this case. Notwithstanding the previous sentence, Husband agrees to pay to Wife twenty (20%) percent of post-recoupment net artist royalties received by him pursuant to the Agreement dated as of November 18, 1996 between Husband and Sony Music Entertainment, Inc.

16. Wife shall have as her sole and separate property any sums on deposit in the Ozark Mountain Bank checking account as of the date of the entry of the Final Decree of Divorce. The parties agree to take all steps and execute all documents necessary to close this account after the entry of the Final Decree of Divorce. Husband and Wife expressly disavow any interest in TSC, Inc., an Arkansas corporation. As between Husband and Wife, Husband agrees to assume the liabilities of TSC, Inc., if any, and shall hold Wife harmless therefor.

17. Husband shall have as his sole and separate property the David Allan Coe Fan Club (hereinafter the "Fan Club") and all assets thereof, including all tangible personal property used or usable in connection with the operation of the Fan Club; all office supplies used or usable in connection with the operation of the Fan Club including all pre-printed material, pens, pencils, file folders, file cabinets, and any other equipment and fixtures within the marital residence or in storage as of the date of the entry of the Final Decree of Divorce in this case; all accounts receivable due from customers of the Fan Club as of the date of the entry of the Final Decree of Divorce in this case; and all other assets

used or usable by Husband in connection with the operation of the Fan Club and not specifically excluded by the terms of this Agreement, including the right to operate and do business under the trade name David Allan Coe Fan Club and all logos and tradenames used in connection with the fan club. Wife shall not be responsible for any accounts payable or sums owed by the Fan Club, and Husband agrees to hold Wife harmless therefor.

18. REAL PROPERTY

129 Caldwell Dr.
Hendersonville, Tennessee

(a) The parties acknowledge that they own a residence and real property located in Sumner County, Tennessee and more particularly described below. The parties agree that this shall be and become the sole property of the Husband, subject to the Wife's right to receive Fifty Thousand Dollars (\$50,000.00) upon the sale of the said property at any time in the future. In the alternative, the Husband shall have the right, but not the obligation, to purchase the Wife's interest in this property at any time by paying her fifty percent (50%) of the difference between the appraised value at the time of the Husband's purchase of Wife's interest and the principal amount then owing on the first mortgage. The Wife shall have exclusive use and possession of the said property until Carson David Coe attains the age of eighteen (18) years or upon the last surviving minor child attaining the age of eighteen (18) years, whichever is sooner. Husband shall be solely responsible for the indebtedness on said property and shall hold the Wife harmless therefor. Wife shall be responsible for the maintenance and upkeep on said property for so long as she remains in possession. The Husband shall keep the property insured for no less than its appraised value. The Wife's interest in the said residence and real property shall be divested from her and reinvested in the Husband, so that he shall own it as his sole property subject to a lien in favor of the Wife in the amount of Fifty Thousand Dollars (\$50,000.00) as set out herein. The parties acknowledge that the monthly mortgage payment is approximately Fifteen Hundred Dollars (\$1500) and expressly agree that said mortgage payment is to be considered child support and is in addition to the sum provided for in paragraph 2 above. This property is more particularly described as follows:

Land in Sumner County, Tennessee, being the Final Plat, Section 1, Gholson Subdivision, of Record in Platt Book 9, at Page 118, Register's Office for Sumner County, to which reference is made for a more complete description and being more particularly described as follows:

Being at a point on the southerly margin of Caldwell Lane, thence South 13 Deg. 27 Min. West 870.8 Feet to a Point, thence North 65 Deg. East 543 feet to a Point; thence North 15 Deg. 30 Min. West 575 Feet to a Point in the southerly margin of Caldwell Lane; thence with the southerly margin of Caldwell Lane North 65 Deg. West 150 Feet to the Point of beginning.

Being the same property conveyed to David Allan Coe and Wife, Jody Lynn Coe, by Deed of Record in Book 364, Page 871, Register's Office for Sumner County, Tennessee.

(b) Notwithstanding the provisions of paragraph 18(a) above, Wife will have the option, but not the obligation, within twelve (12) months of the date of the entry of the Final Decree of Divorce, to have the said residence and real property refinanced in her name only (the "First Option"), in which event Husband's interest in the said residence and real property shall be divested from him and reinvested in the Wife, so that she shall own it as her sole property. In the event Wife exercises the First Option provided hereunder, Husband's child support obligation described in paragraph 2 above shall increase by Fifteen Hundred Dollars (\$1500) per month until such time as Carson David Coe reaches the age of eighteen (18) years or until such time as the last surviving child reaches the age of eighteen years, whichever is sooner. Under the First Option, Wife, rather than Husband

shall keep the property insured for no less than its appraised value. In addition, in the event Wife exercises the First Option, Husband agrees to relinquish any and all claims to the residence and real property, including the equity in the residence and real property existing on the date of the entry of the Final Decree of Divorce.

(c) As an alternative to the First Option provided in paragraph 18(b) above, Wife will have the option, but not the obligation, within twelve (12) months of the date of the entry of the Final Decree of Divorce, to purchase another residence and real property (the "Second Residence") in which she and the minor children shall live (the "Second Option"). In this event, Husband agrees to pay Wife up to Thirty Thousand Dollars (\$30,000), which sum must be used to make a down payment on the Second Residence. In the event Wife exercises the Second Option, Husband's child support obligation described in paragraph 2 above shall increase by up to Fifteen Hundred Dollars (\$1500) per month or by the monthly payment on the first mortgage for the Second Residence, whichever is less, until such time as Carson David Coe reaches the age of eighteen (18) years or until such time as the last surviving child reaches the age of eighteen (18) years, whichever is sooner. In the event that Wife exercises the Second Option, Wife's interest in the residence and real property located at 129 Caldwell Drive, Hendersonville, Tennessee, shall be divested from her and reinvested in the Husband, so that he shall own it as his sole property, and Wife agrees to relinquish any and all claims to the said residence and real property, including the equity in the residence and real property existing on the date of the entry of the Final Decree of Divorce.

(d) In the event Wife fails to exercise either the First or Second Option within twelve (12) months from the date of the entry of the Final Decree of Divorce, the residence and real property located at 129 Caldwell Drive, Hendersonville, Tennessee shall remain the sole property of Husband in perpetuity, subject to the provisions of paragraph 18(a).

19. Husband and Wife shall have as their sole and separate property certain unspecified items of personal marital property, including furnishings, which they shall divide by agreement.

20. Husband and Wife expressly agree that each of the parties shall have and retain all right, title and interest in all of their personal clothing and jewelry, as well as all other items of personalty uniquely their's or otherwise which they brought into the home of the parties at the time of their marriage.

21. Wife acknowledges that she maintains a VISA and a MASTERCARD credit card account issued solely in her name. Wife shall be solely responsible for any existing indebtedness on either the VISA or the MASTERCARD account.

22. Husband acknowledges that he maintains an AMERICAN EXPRESS account issued solely in his name. Wife acknowledges that she has been issued a credit card for this account and is authorized to make charges thereto. Wife agrees to destroy all cards in her possession issued for use in connection with this account and agrees that she will not make any charges to this account at any time after the execution of this Agreement. Wife authorizes Husband to take any steps necessary to have Wife removed as an authorized user of Husband's AMERICAN EXPRESS account. Husband shall be solely responsible for any existing indebtedness on the AMERICAN EXPRESS account.

23. Husband and Wife individually shall be solely responsible for any debts or liabilities each may incur after the execution of this Agreement.

24. Husband and Wife acknowledge that each has filed, or will file, a separate federal tax return for the 1996 tax year, and each shall be solely responsible for any tax liability incurred as a result of his or her separate tax return, including audits, and shall hold the other harmless therefor. Husband and Wife shall each indemnify and hold the other harmless for any tax liability incurred as a result of their individual tax returns filed prior to 1996 but during the marriage.

25. Husband agrees that, within thirty (30) days after the entry of the Final Decree of Divorce in this case, he will remove all items of his personal property from the residence at 129 Caldwell Drive. Wife agrees to provide Husband access to the premises for this purpose.

26. Wife agrees that, within thirty (30) days after the entry of the Final Decree of Divorce in this case, she will remove all items of her personal property from the storage facility leased in Husband's name. Husband agrees to provide Wife access to the storage facility for this purpose.

27. It is understood and agreed between the parties that Husband will pay all court costs arising out of this action, and they will each bear their own attorneys fees.

28. This Agreement shall take effect immediately upon the signing of the same by the parties.

29. This Agreement shall be governed by the laws of the State of Tennessee.

30. This Agreement contains the entire Agreement between the parties and there are no understandings, either expressed or implied, not specifically contained herein. Neither party shall have the right to bring civil action against the other growing out of the marital relationship if the same is not specifically provided for in this Agreement.

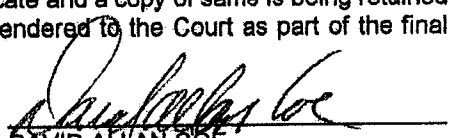
31. Each party shall at all times and from time to time hereinafter take any and all steps to execute, acknowledge or deliver to the other party all further instruments and assurances that the other may reasonably require for the purpose of giving full force and effect to the provisions of this Agreement.

32. It is understood and agreed by and between the parties that this Agreement is entered into without undue influence, fraud, coercion or misrepresentation for any reason not herein stated. The provisions of this Agreement and their legal effect have been fully explained to each of the parties and each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily.

33. The Terms and provisions of this Agreement are to be severable. If any one or more of its terms and provisions is found by any court of competent jurisdiction to be for any reason invalid or unenforceable, such finding is not to affect the enforceability of the rest of the Agreement.

34. This Agreement may be altered, amended or canceled only by instrument in writing signed by each of the parties or by order of a Court of competent jurisdiction.

THIS AGREEMENT is executed in triplicate and a copy of same is being retained by each party. The third copy party will be tendered to the Court as part of the final Decree of Divorce between the parties.

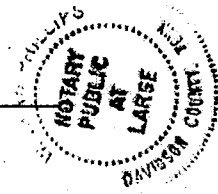

DAVID ALLAN COE


JODY LYNN COE

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the county and state aforesaid, the within named DAVID ALLAN COE, with whom I am personally acquainted, or who proved to me to be the same, and who acknowledged that he executed the within instrument for the purpose therein stated.

W. A. H. Pull
Notary Public



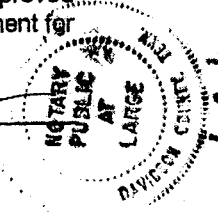
My Commission Expires:

My Commission Expires MAR. 25, 2000

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the county and state aforesaid, the within named JODY LYNN COE, with whom I am personally acquainted, or who proved to me to be the same, and who acknowledged that she executed the within instrument for the purpose therein stated.

W. A. H. Pull
Notary Public



My Commission Expires:

My Commission Expires MAR. 25, 2000

The Court is of the opinion that said Marital Dissolution Agreement adequately and sufficiently provides for the care, custody, and support of the parties' minor children and the equitable division of the property and debts of the parties. It is, accordingly,

ORDERED, ADJUDGED and DECREED as follows:

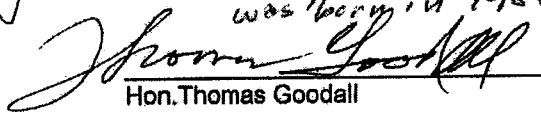
1. That the Child Custody and Marital Dissolution Agreement entered into by the parties be, and the same hereby is, ratified, approved and incorporated herein;

2. That pursuant to Tennessee Code Annotated § 36-4-103, Plaintiff is hereby granted a divorce from Defendant, and the bonds of matrimony existing between the parties be and the same hereby are dissolved on the grounds of irreconcilable differences, and the parties are restored to all rights and privileges of single persons; and

3. That all costs of this action be taxed against Plaintiff David Allan Coe, for which execution may issue, if necessary.

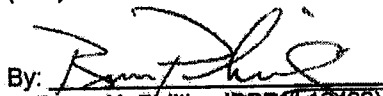
4. The Complaint is Amended to conform to the proof. Defendant's place of birth is Olney, Ill. Shyanne Coe was born in 1988. T. G.

ENTERED this 24 day of June, 1997.


Hon. Thomas Goodall
Circuit Judge

PREPARED AND SUBMITTED BY:

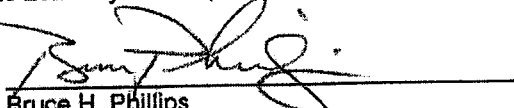
JACK, LYON & JONES, P.A.
11 Music Circle South
Nashville, Tennessee 37203
(615) 259-4664

By: 
Bruce H. Phillips (BPR# 16499)

Attorneys for Plaintiff David Allan Coe

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Order has been mailed, postage pre-paid, to Ms. Jody Lynn Coe, 129 Caldwell Drive, Hendersonville, Tennessee 37075, Defendant pro se, this 23rd day of June, 1997.


Bruce H. Phillips

FILED

8:52 AM

MAY 02 2017

IN THE Circuit COURT OF SUMNER COUNTY, TENNESSEE AT GALLATINPROOF OF ENTRY REQUESTED
CIRCUIT COURT CLERK
BY 16408-C 187 D.C.

STATE OF TENNESSEE ex. rel.,

Petitioner

Jody Lynn Coe

Respondent

SSN: XXX-XX-

2636

ARREARAGE ONLY

Docket No.

Magistrate

IV-D No.

Court Computer Code Identifier

#

917609
4716510☐ ORDER☒ MAGISTRATE'S FINDINGS AND RECOMMENDATIONS

This cause came to be heard on April 25, 2017, before the Honorable Lisa Richter, Magistrate, upon the Review on Compliance + Collectability filed by the Court in this cause. The Respondent ☐ being properly before the Court ☒ did not appear before the Court and upon evidence shown; ☐ It appearing that an agreement having been reached.

IT IS THEREFORE THE FINDINGS AND RECOMMENDATIONS OF THE MAGISTRATE THAT:

1. ☐ The Respondent failed to appear in court despite having been given notice to do so and, therefore, an attachment shall issue for the Respondent with a \$ _____ Cash Bond/Security Bond.

2. ☐ The Court finds from the proof presented that the Respondent is in Civil/Criminal Contempt of the Honorable Court for failure to pay current support as ordered. [] The Court finds that the Respondent had the ability to pay child support and failed to do so. _____

3. ☐ The Respondent is to pay \$ _____ and all regular child support payments on or before _____ or a Mittimus shall issue, and the Respondent will serve _____ in the Sumner County Jail or until the contempt is purged by paying \$ _____ toward the arrearage amount.

4. ☐ The Respondent should be sentenced to the Sumner County Jail for Civil Contempt and may purge the contempt by paying \$ _____. The purge payment shall first be applied to court costs and the remaining balance shall be paid to State Disbursement Unit. OR { } Respondent shall be sentenced to _____ in jail for Criminal Contempt. Additional terms _____

5. ☐ The Cash Bond of \$ _____ is to be forfeited and applied to child support arrears and court costs. After the application to court costs, the balance of funds shall be disbursed to the Central Child Support Receiving Unit.

6. ☒ The Petitioner is granted in regard to child support, an additional judgment in the amount of \$ _____, for a TOTAL ACCUMULATED JUDGMENT IN THE AMOUNT OF \$ 540,820.72 against the Respondent which represent the total arrears due through 3/31/17, which includes the most recent payment in the amount of \$ 2,584.53 received on in. The above judgment includes statutory interest (at the rate of 12% per annum from the date that each payment is due) in the amount of \$ 294,231.82 which accrued from 3/1/2007 to 3/31/2017.

7(a). ☐ The Respondent shall continue to pay current child support of \$ _____ per _____, with the next payment being due on _____.

-or-

7(b). [] The Respondent shall pay modified child support in the amount of \$ _____ per _____, with the first modified payment being due on _____.

Docket No.

16408-C

1 per public chapter 145 signed into law on 4/19/2016 and of best interest that child support should be paid further accumulated at interest as of that date.

8(a). ☐ Beginning _____ and continuing until said judgment is liquidated, the Respondent shall pay toward said arrearage judgment (s) an amount equal to \$ _____ per _____.

-OR-

8(b) ☐ The Respondent shall continue to pay \$ _____ per _____ toward the child support arrearage judgment as previously ordered until the judgment is paid in full or until further orders of the Court, with the next payment being due on _____.

9. ☐ The combined total of current support and arrearage payments are due in the amount of \$ _____ per _____.

10. All payments shall be made payable to the **STATE DISBURSEMENT UNIT, P.O. BOX 305200, NASHVILLE, TN 37229**. That it is the responsibility of the Respondent to make the payments until they are deducted by his employer. All payments must include the docket number, case number, court identifier number and the name of all parties, and the address and social security number of the Respondent.

11. ☐ The ☐ Mother ☐ Father is **ORDERED** to immediately obtain and maintain medical insurance on the minor child(ren) of the parties, and shall provide all documents required to the custodian of the child(ren) to claim reimbursement from such insurance coverage. As to any charge not covered by insurance, both parties are equally responsible for one-half (1/2) each, including deductibles.

12. Pursuant to T.C.A. § 36-5-501 et seq., an Income Assignment shall issue to the Respondent's employer and they and all successor employers are **ORDERED** to deduct said payments from the Respondent's salary, commission, bonus, Social Security Disability Benefits or earnings from any source. This assignment shall not be used as a basis for discharge or disciplinary action against the Respondent. That failure to comply with this Order will result in a judgment being entered against said employer and successor employers. **The respondent is responsible for making all payments herein until an income assignment is in effect and anytime thereafter that an income assignment is not in effect.**
Employer: _____

13. ☐ The Respondent is currently unemployed or self employed. An income assignment is not possible at this time.

14. While this case is enforced pursuant to Title IV-D of the Social Security Act, any money paid by the Respondent to the Petitioner, or anyone, directly, and not paid through the Central Child Support Receiving Unit, will be considered a gift from the Respondent and **shall not** receive any credit for said direct payments in calculating whether or not child support arrears exist, regardless of to whom the clerk is ordered to disburse payments, pursuant to T.C.A. § 36-5-101(a)(4)(E)(i).

15. ☐ This matter is set for further hearing on _____ at _____ to address the following issues: ☐ Review ☐ Compliance Review ☐ Other: _____

16. ☒ A judgment is entered for current spouse support against Respondent since 3/1/07 to his grant, against the Respondent in the amount of \$136,858.28 thru 3/31/17. The spouse support judgment entered on or about 2/28/2007 is hereby removed and together with \$97,650.10 in post judgment interest the unpaid balance as of 3/31/17 is \$194,882.10.

Docket No. 16408-C

17. ☒ All other issues shall remain unchanged as previously ordered by this Honorable Court.

18. ☒ The costs in this cause shall be taxed to the ☒ Respondent ☐ Petitioner ☐ Waived.

ENTERED THIS THE 25 DAY OF April, 2017.

MAGISTRATE

Lisa Richter

APPROVED FOR ENTRY:

[Signature]
RICHARD A. TOMPKINS #11879
ASSISTANT DISTRICT ATTORNEY
109 WEST MAIN STREET
GALLATIN, TN 37066
(615)451-5829

ORDER OF CONFIRMATION

It appearing to the Court that no request for a hearing has been made, it is therefore ORDERED, that the foregoing findings of the Magistrate are adopted and that the recommendations specified herein are hereby confirmed as the Order of the Court in the cause.

Entered this 25 day of May, 2017

JUDGE

[Signature]
Joe Thompson

Docket No. 16408-c

CERTIFICATE OF SERVICE

I certify that true and exact copies of this Order have been mailed to the parties below via United States Postal Service as follows:

Petitioner: ☒ Provided copy in open court.

☒ Mailing to the last known address @ _____

☒ c/o James A. Simmons + Jamie Tarkington, Attorney At
Law, Hazel Path Mansion, 105 Hazel Path, PO Box 2734, Hendersonville, TN
37077

Respondent: ☐ Provided copy in open court.

☒ Mailing to the last known address @ PO Box 1918
Ormond Beach, FL 32175

☐ c/o _____, Attorney At

Law, _____

This the 25th day of April, 20 17.

Richard A. Tompkins
RICHARD A. TOMPKINS #11879
ASSISTANT DISTRICT ATTORNEY

Docket No. 16408-C

ARREARS BALANCE

Month	Obligation	Paid In	Arrears	Jody Coe Vs. David Coe C#917609 Spousal Support
Prior arrs	\$ -	\$ -	\$ -	Current Spousal Support @ \$2,000.00 per month
Mar-07	\$ 2,000.00	\$ 4,000.00	\$ 2,000.00	
Apr-07	\$ 2,000.00	\$ -	\$ -	
May-07	\$ 2,000.00	\$ -	\$ 2,000.00	
Jun-07	\$ 2,000.00	\$ -	\$ 4,000.00	
Jul-07	\$ 2,000.00	\$ -	\$ 6,000.00	
Aug-07	\$ 2,000.00	\$ -	\$ 8,000.00	
Sep-07	\$ 2,000.00	\$ -	\$ 10,000.00	
Oct-07	\$ 2,000.00	\$ -	\$ 12,000.00	
Nov-07	\$ 2,000.00	\$ 1,002.41	\$ 12,997.59	
Dec-07	\$ 2,000.00	\$ -	\$ 14,997.59	
Jan-08	\$ 2,000.00	\$ -	\$ 16,997.59	
Feb-08	\$ 2,000.00	\$ -	\$ 18,997.59	
Mar-08	\$ 2,000.00	\$ -	\$ 20,997.59	
Apr-08	\$ 2,000.00	\$ -	\$ 22,997.59	
May-08	\$ 2,000.00	\$ -	\$ 24,997.59	
Jun-08	\$ 2,000.00	\$ -	\$ 26,997.59	
Jul-08	\$ 2,000.00	\$ -	\$ 28,997.59	
Aug-08	\$ 2,000.00	\$ -	\$ 30,997.59	
Sep-08	\$ 2,000.00	\$ -	\$ 32,997.59	
Oct-08	\$ 2,000.00	\$ -	\$ 34,997.59	
Nov-08	\$ 2,000.00	\$ -	\$ 36,997.59	
Dec-08	\$ 2,000.00	\$ -	\$ 38,997.59	
Jan-09	\$ 2,000.00	\$ -	\$ 40,997.59	
Feb-09	\$ 2,000.00	\$ -	\$ 42,997.59	
Mar-09	\$ 2,000.00	\$ -	\$ 44,997.59	
Apr-09	\$ 2,000.00	\$ -	\$ 46,997.59	
May-09	\$ 2,000.00	\$ -	\$ 48,997.59	
Jun-09	\$ 2,000.00	\$ -	\$ 50,997.59	
Jul-09	\$ 2,000.00	\$ -	\$ 52,997.59	
Aug-09	\$ 2,000.00	\$ -	\$ 54,997.59	
Sep-09	\$ 2,000.00	\$ 767.52	\$ 56,230.07	
Oct-09	\$ 2,000.00	\$ -	\$ 58,230.07	
Nov-09	\$ 2,000.00	\$ 1,956.20	\$ 58,273.87	
Dec-09	\$ 2,000.00	\$ 1,192.60	\$ 59,081.27	
Jan-10	\$ 2,000.00	\$ 1,201.74	\$ 59,879.53	
Feb-10	\$ 2,000.00	\$ 1,293.20	\$ 60,586.33	
Mar-10	\$ 2,000.00	\$ 2,000.00	\$ 60,586.33	
Apr-10	\$ 2,000.00	\$ 1,293.20	\$ 61,293.13	
May-10	\$ 2,000.00	\$ 1,293.20	\$ 61,999.93	

Exhibit 3
4.25.17
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ARREARS BALANCE

Month	Obligation	Paid In	Arrears	Jody Coe Vs. David Coe C#917609 Support	Spousal
Jun-10	\$ 2,000.00	\$ 1,701.49	\$ 62,298.44		
Jul-10	\$ 2,000.00	\$ 1,293.20	\$ 63,005.24		
Aug-10	\$ 2,000.00	\$ 1,293.20	\$ 63,712.04		
Sep-10	\$ 2,000.00	\$ 1,293.51	\$ 64,418.53		
Oct-10	\$ 2,000.00	\$ 1,793.20	\$ 64,625.33		
Nov-10	\$ 2,000.00	\$ 500.00	\$ 66,125.33		
Dec-10	\$ 2,000.00	\$ 2,000.00	\$ 66,125.33		
Jan-11	\$ 2,000.00	\$ 1,143.91	\$ 66,981.42		
Feb-11	\$ 2,000.00	\$ 895.80	\$ 68,085.62		
Mar-11	\$ 2,000.00	\$ 1,308.77	\$ 68,776.85		
Apr-11	\$ 2,000.00	\$ 895.80	\$ 69,881.05		
May-11	\$ 2,000.00	\$ 2,000.00	\$ 69,881.05		
Jun-11	\$ 2,000.00	\$ 1,348.24	\$ 70,532.81		
Jul-11	\$ 2,000.00	\$ 957.00	\$ 71,575.81		
Aug-11	\$ 2,000.00	\$ 1,957.00	\$ 71,618.81		
Sep-11	\$ 2,000.00	\$ 1,393.05	\$ 72,225.76		
Oct-11	\$ 2,000.00	\$ 1,457.00	\$ 72,768.76		
Nov-11	\$ 2,000.00	\$ 1,457.00	\$ 73,311.76		
Dec-11	\$ 2,000.00	\$ 1,957.00	\$ 73,354.76		
Jan-12	\$ 2,000.00	\$ 1,234.42	\$ 74,120.34		
Feb-12	\$ 2,000.00	\$ 859.80	\$ 75,260.54		
Mar-12	\$ 2,000.00	\$ 1,553.93	\$ 75,706.61		
Apr-12	\$ 2,000.00	\$ 859.80	\$ 76,846.81		
May-12	\$ 2,000.00	\$ 859.80	\$ 77,987.01		
Jun-12	\$ 2,000.00	\$ 1,032.09	\$ 78,954.92		
Jul-12	\$ 2,000.00	\$ 859.80	\$ 80,095.12		
Aug-12	\$ 2,000.00	\$ 859.80	\$ 81,235.32		
Sep-12	\$ 2,000.00	\$ 1,091.92	\$ 82,143.40		
Oct-12	\$ 2,000.00	\$ 859.80	\$ 83,283.60		
Nov-12	\$ 2,000.00	\$ 859.80	\$ 84,423.80		
Dec-12	\$ 2,000.00	\$ 991.80	\$ 85,432.00		
Jan-13	\$ 2,000.00	\$ 1,286.55	\$ 86,145.45		
Feb-13	\$ 2,000.00	\$ 1,006.20	\$ 87,139.25		
Mar-13	\$ 2,000.00	\$ 1,340.32	\$ 87,798.93		
Apr-13	\$ 2,000.00	\$ 1,006.20	\$ 88,792.73		
May-13	\$ 2,000.00	\$ 1,006.20	\$ 89,786.53		
Jun-13	\$ 2,000.00	\$ 1,165.35	\$ 90,621.18		
Jul-13	\$ 2,000.00	\$ 1,006.20	\$ 91,614.98		
Aug-13	\$ 2,000.00	\$ 1,006.20	\$ 92,608.78		
Sep-13	\$ 2,000.00	\$ 1,232.96	\$ 93,375.82		

ARREARS BALANCE

Month	Obligation	Paid In	Arrears	Jody Coe Vs. David Coe C#917609 Spousal Support
Oct-13	\$ 2,000.00	\$ 1,006.20	\$ 94,369.62	
Nov-13	\$ 2,000.00	\$ 1,006.20	\$ 95,363.42	
Dec-13	\$ 2,000.00	\$ 2,000.00	\$ 95,363.42	
Jan-14	\$ 2,000.00	\$ 1,187.48	\$ 96,175.94	
Feb-14	\$ 2,000.00	\$ 931.80	\$ 97,244.14	
Mar-14	\$ 2,000.00	\$ 1,322.77	\$ 97,921.37	
Apr-14	\$ 2,000.00	\$ 931.80	\$ 98,989.57	
May-14	\$ 2,000.00	\$ 931.80	\$ 100,057.77	
Jun-14	\$ 2,000.00	\$ 1,192.64	\$ 100,865.13	
Jul-14	\$ 2,000.00	\$ 931.80	\$ 101,933.33	
Aug-14	\$ 2,000.00	\$ 931.80	\$ 103,001.53	
Sep-14	\$ 2,000.00	\$ 1,274.63	\$ 103,726.90	
Oct-14	\$ 2,000.00	\$ 931.80	\$ 104,795.10	
Nov-14	\$ 2,000.00	\$ 931.80	\$ 105,863.30	
Dec-14	\$ 2,000.00	\$ -	\$ 107,863.30	
Jan-15	\$ 2,000.00	\$ 193.75	\$ 109,669.55	
Feb-15	\$ 2,000.00	\$ -	\$ 111,669.55	
Mar-15	\$ 2,000.00	\$ 2,000.00	\$ 111,669.55	
Apr-15	\$ 2,000.00	\$ 1,089.60	\$ 112,579.95	
May-15	\$ 2,000.00	\$ 1,582.20	\$ 112,997.75	
Jun-15	\$ 2,000.00	\$ 1,272.62	\$ 113,725.13	
Jul-15	\$ 2,000.00	\$ 1,120.80	\$ 114,604.33	
Aug-15	\$ 2,000.00	\$ 1,120.80	\$ 115,483.53	
Sep-15	\$ 2,000.00	\$ 1,455.29	\$ 116,028.24	
Oct-15	\$ 2,000.00	\$ 1,120.80	\$ 116,907.44	
Nov-15	\$ 2,000.00	\$ 1,120.80	\$ 117,786.64	
Dec-15	\$ 2,000.00	\$ 1,120.80	\$ 118,665.84	
Jan-16	\$ 2,000.00	\$ 1,217.20	\$ 119,448.64	
Feb-16	\$ 2,000.00	\$ 949.80	\$ 120,498.84	
Mar-16	\$ 2,000.00	\$ 1,200.69	\$ 121,298.15	
Apr-16	\$ 2,000.00	\$ 949.80	\$ 122,348.35	
May-16	\$ 2,000.00	\$ 949.80	\$ 123,398.55	
Jun-16	\$ 2,000.00	\$ 1,285.86	\$ 124,112.69	
Jul-16	\$ 2,000.00	\$ 949.80	\$ 125,162.89	
Aug-16	\$ 2,000.00	\$ 949.80	\$ 126,213.09	
Sep-16	\$ 2,000.00	\$ 1,268.88	\$ 126,944.21	
Oct-16	\$ 2,000.00	\$ 949.80	\$ 127,994.41	
Nov-16	\$ 2,000.00	\$ -	\$ 129,994.41	
Dec-16	\$ 2,000.00	\$ -	\$ 131,994.41	
Jan-17	\$ 2,000.00	\$ 518.14	\$ 133,476.27	

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ARREARS BALANCE

Month	Obligation	Paid In	Arrears	Interest @ 10% per year	Total of Cumulative Interest	Total of interest and arrears	Jody Coe VS. David Coe C#917609 Spousal Support arrearage judgment
Prior arrs	\$ -	\$ -	\$ 97,232.00	\$ -	\$ -	\$ 97,232.00	Judgment from previous hearing 02/26/2007
Mar-07	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 807.03	\$ 98,039.03	
Apr-07	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 1,614.05	\$ 98,846.05	
May-07	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 2,421.08	\$ 99,653.08	
Jun-07	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 3,228.10	\$ 100,460.10	
Jul-07	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 4,035.13	\$ 101,267.13	
Aug-07	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 4,842.15	\$ 102,074.15	
Sep-07	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 5,649.18	\$ 102,881.18	
Oct-07	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 6,456.20	\$ 103,688.20	
Nov-07	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 7,263.23	\$ 104,495.23	
Dec-07	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 8,070.26	\$ 105,302.26	
Jan-08	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 8,877.28	\$ 106,109.28	
Feb-08	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 9,684.31	\$ 106,916.31	
Mar-08	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 10,491.33	\$ 107,723.33	
Apr-08	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 11,298.36	\$ 108,530.36	
May-08	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 12,105.38	\$ 109,337.38	
Jun-08	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 12,912.41	\$ 110,144.41	
Jul-08	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 13,719.44	\$ 110,951.44	
Aug-08	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 14,526.46	\$ 111,758.46	
Sep-08	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 15,333.49	\$ 112,565.49	
Oct-08	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 16,140.51	\$ 113,372.51	
Nov-08	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 16,947.54	\$ 114,179.54	
Dec-08	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 17,754.56	\$ 114,986.56	
Jan-09	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 18,561.59	\$ 115,793.59	
Feb-09	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 19,368.61	\$ 116,600.61	
Mar-09	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 20,175.64	\$ 117,407.64	
Apr-09	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 20,982.67	\$ 118,214.67	
May-09	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 21,789.69	\$ 119,021.69	
Jun-09	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 22,596.72	\$ 119,828.72	
Jul-09	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 23,403.74	\$ 120,635.74	
Aug-09	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 24,210.77	\$ 121,442.77	
Sep-09	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 25,017.79	\$ 122,249.79	
Oct-09	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 25,824.82	\$ 123,056.82	
Nov-09	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 26,631.84	\$ 123,863.84	
Dec-09	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 27,438.87	\$ 124,670.87	
Jan-10	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 28,245.90	\$ 125,477.90	
Feb-10	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 29,052.92	\$ 126,284.92	
Mar-10	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 29,859.95	\$ 127,091.95	
Apr-10	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 30,666.97	\$ 127,898.97	
May-10	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 31,474.00	\$ 128,706.00	

EXH 66B2
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ARREARS BALANCE

Month	Obligation	Paid In	Arrears	Interest @ 10% per year	Total of Cumulative Interest	Total of Interest and arrears	Jody Coe VS. David Coe C#917609 Spousal Support arrearage judgment
Jun-10	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 32,281.02	\$ 129,513.02	
Jul-10	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 33,088.05	\$ 130,320.05	
Aug-10	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 33,895.08	\$ 131,127.08	
Sep-10	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 34,702.10	\$ 131,934.10	
Oct-10	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 35,509.13	\$ 132,741.13	
Nov-10	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 36,316.15	\$ 133,548.15	
Dec-10	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 37,123.18	\$ 134,355.18	
Jan-11	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 37,930.20	\$ 135,162.20	
Feb-11	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 38,737.23	\$ 135,969.23	
Mar-11	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 39,544.25	\$ 136,776.25	
Apr-11	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 40,351.28	\$ 137,583.28	
May-11	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 41,158.31	\$ 138,390.31	
Jun-11	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 41,965.33	\$ 139,197.33	
Jul-11	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 42,772.36	\$ 140,004.36	
Aug-11	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 43,579.38	\$ 140,811.38	
Sep-11	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 44,386.41	\$ 141,618.41	
Oct-11	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 45,193.43	\$ 142,425.43	
Nov-11	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 46,000.46	\$ 143,232.46	
Dec-11	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 46,807.48	\$ 144,039.48	
Jan-12	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 47,614.51	\$ 144,846.51	
Feb-12	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 48,421.54	\$ 145,653.54	
Mar-12	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 49,228.56	\$ 146,460.56	
Apr-12	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 50,035.59	\$ 147,267.59	
May-12	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 50,842.61	\$ 148,074.61	
Jun-12	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 51,649.64	\$ 148,881.64	
Jul-12	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 52,456.66	\$ 149,688.66	
Aug-12	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 53,263.69	\$ 150,495.69	
Sep-12	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 54,070.72	\$ 151,302.72	
Oct-12	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 54,877.74	\$ 152,109.74	
Nov-12	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 55,684.77	\$ 152,916.77	
Dec-12	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 56,491.79	\$ 153,723.79	
Jan-13	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 57,298.82	\$ 154,530.82	
Feb-13	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 58,105.84	\$ 155,337.84	
Mar-13	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 58,912.87	\$ 156,144.87	
Apr-13	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 59,719.89	\$ 156,951.89	
May-13	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 60,526.92	\$ 157,758.92	
Jun-13	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 61,333.95	\$ 158,565.95	
Jul-13	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 62,140.97	\$ 159,372.97	
Aug-13	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 62,948.00	\$ 160,180.00	
Sep-13	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 63,755.02	\$ 160,987.02	

ARREARS BALANCE

Month	Obligation	Paid In	Arrears	Interest @ 10% per year	Total of Cumulative Interest	Total of interest and arrears	Jody Coe VS. David Coe C#917609 Spousal Support arrearage judgment
Oct-13	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 64,562.05	\$ 161,794.05	
Nov-13	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 65,369.07	\$ 162,601.07	
Dec-13	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 66,176.10	\$ 163,408.10	
Jan-14	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 66,983.12	\$ 164,215.12	
Feb-14	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 67,790.15	\$ 165,022.15	
Mar-14	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 68,597.18	\$ 165,829.18	
Apr-14	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 69,404.20	\$ 166,636.20	
May-14	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 70,211.23	\$ 167,443.23	
Jun-14	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 71,018.25	\$ 168,250.25	
Jul-14	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 71,825.28	\$ 169,057.28	
Aug-14	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 72,632.30	\$ 169,864.30	
Sep-14	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 73,439.33	\$ 170,671.33	
Oct-14	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 74,246.36	\$ 171,478.36	
Nov-14	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 75,053.38	\$ 172,285.38	
Dec-14	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 75,860.41	\$ 173,092.41	
Jan-15	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 76,667.43	\$ 173,899.43	
Feb-15	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 77,474.46	\$ 174,706.46	
Mar-15	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 78,281.48	\$ 175,513.48	
Apr-15	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 79,088.51	\$ 176,320.51	
May-15	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 79,895.53	\$ 177,127.53	
Jun-15	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 80,702.56	\$ 177,934.56	
Jul-15	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 81,509.59	\$ 178,741.59	
Aug-15	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 82,316.61	\$ 179,548.61	
Sep-15	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 83,123.64	\$ 180,355.64	
Oct-15	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 83,930.66	\$ 181,162.66	
Nov-15	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 84,737.69	\$ 181,969.69	
Dec-15	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 85,544.71	\$ 182,776.71	
Jan-16	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 86,351.74	\$ 183,583.74	
Feb-16	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 87,158.76	\$ 184,390.76	
Mar-16	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 87,965.79	\$ 185,197.79	
Apr-16	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 88,772.82	\$ 186,004.82	
May-16	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 89,579.84	\$ 186,811.84	
Jun-16	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 90,386.87	\$ 187,618.87	
Jul-16	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 91,193.89	\$ 188,425.89	
Aug-16	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 92,000.92	\$ 189,232.92	
Sep-16	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 92,807.94	\$ 190,039.94	
Oct-16	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 93,614.97	\$ 190,846.97	
Nov-16	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 94,422.00	\$ 191,654.00	
Dec-16	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 95,229.02	\$ 192,461.02	
Jan-17	\$ -	\$ -	\$ 97,232.00	\$ 807.03	\$ 96,036.05	\$ 193,268.05	

[illegible]

IN THE Circuit COURT OF SUMNER COUNTY, TENNESSEE AT GALLATIN
FILED **PROOF OF ENTRY REQUESTED**

STATE OF TENNESSEE ex. rel., Jody Lynn Coe Docket No. 16408-c
Petitioner NOV 06 2017 Magistrate Lisa Richter
v. David Allan Coe BY 870 COURT CLERK
Respondent
SSN: XXX-XX-2636 ARREARAGE ONLY # 4716510

ORDER

MAGISTRATE'S FINDINGS AND RECOMMENDATIONS

This cause came to be heard on October 24, 2017, before the Honorable Lisa Richter, Magistrate, upon the Motion to set arrearage payment filed by the State in this cause. The Respondent ☐ being properly before the Court ☒ did not appear before the Court and upon evidence shown; ☐ It appearing that an agreement having been reached.

IT IS THEREFORE THE FINDINGS AND RECOMMENDATIONS OF THE MAGISTRATE THAT:

1. ☐ The Respondent failed to appear in court despite having been given notice to do so and, therefore, an attachment shall issue for the Respondent with a \$ _____ Cash Bond/Security Bond.
2. ☐ The Court finds from the proof presented that the Respondent is in **Civil/Criminal** Contempt of the Honorable Court for failure to pay current support as ordered. [] The Court finds that the Respondent had the ability to pay child support and failed to so do. _____
3. ☐ The Respondent is to pay \$ _____ and all regular child support payments on or before _____ or a Mittimus shall issue, and the Respondent will serve _____ in the Sumner County Jail or until the contempt is purged by paying \$ _____ toward the arrearage amount.
4. ☐ The Respondent should be sentenced to the Sumner County Jail for Civil Contempt and may purge the contempt by paying \$ _____. The purge payment shall first be applied to court costs and the remaining balance shall be paid to State Disbursement Unit. OR { } Respondent shall be sentenced to _____ in jail for Criminal Contempt. Additional terms _____
5. ☐ The Cash Bond of \$ _____ is to be forfeited and applied to child support arrears and court costs. After the application to court costs, the balance of funds shall be disbursed to the Central Child Support Receiving Unit.
6. ☐ The Petitioner is granted an additional judgment in the amount of \$ _____, for a **TOTAL ACCUMULATED JUDGMENT IN THE AMOUNT OF \$ _____** against the Respondent which represent the total arrears due through _____, which includes the most recent payment in the amount of \$ _____ received on _____. The above judgment includes statutory interest (at the rate of 12% per annum from the date that each payment is due) in the amount of \$ _____ which accrued from _____ to _____.

7(a). ☐ The Respondent shall continue to pay current child support of \$ _____ per _____, with the next payment being due on _____.

-or-

7(b). [] The Respondent shall pay modified child support in the amount of \$ _____ per _____, with the first modified payment being due on _____.

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8(a) ☒ Beginning 11/1/17 and continuing until said judgment is liquidated, the Respondent shall pay toward said arrearage judgment (s) an amount equal to \$ 1,000.00 per month toward the child support arrearage, plus an additional \$ 1,000.00 toward the spousal support judgment.
-OR-

8(b) ☐ The Respondent shall continue to pay \$ _____ per _____ toward the child support arrearage judgment as previously ordered until the judgment is paid in full or until further orders of the Court, with the next payment being due on _____.

9. ☒ The combined total of current support and arrearage payments are due in the amount of \$ 2,000.00 per month.

10. All payments shall be made payable to the STATE DISBURSEMENT UNIT, P.O. BOX 305200, NASHVILLE, TN 37229. That it is the responsibility of the Respondent to make the payments until they are deducted by his employer. All payments must include the docket number, case number, court identifier number and the name of all parties, and the address and social security number of the Respondent.

11. ☐ The ☐ Mother ☐ Father is **ORDERED** to immediately obtain and maintain medical insurance on the minor child(ren) of the parties, and shall provide all documents required to the custodian of the child(ren) to claim reimbursement from such insurance coverage. As to any charge not covered by insurance, both parties are equally responsible for one-half (1/2) each, including deductibles.

12. Pursuant to T.C.A. § 36-5-501 et seq., an Income Assignment shall issue to the Respondent's employer and they and all successor employers are **ORDERED** to deduct said payments from the Respondent's salary, commission, bonus, Social Security Disability Benefits or earnings from any source. This assignment shall not be used as a basis for discharge or disciplinary action against the Respondent. That failure to comply with this Order will result in a judgment being entered against said employer and successor employers. The respondent is responsible for making all payments herein until an income assignment is in effect and anytime thereafter that an income assignment is not in effect.
Employer: _____

13. ☐ The Respondent is currently unemployed or self employed. An income assignment is not possible at this time.

14. While this case is enforced pursuant to Title IV-D of the Social Security Act, any money paid by the Respondent to the Petitioner, or anyone, directly, and not paid through the Central Child Support Receipting Unit, will be considered a gift from the Respondent and shall not receive any credit for said direct payments in calculating whether or not child support arrears exist, regardless of to whom the clerk is ordered to disburse payments, pursuant to T.C.A. § 36-5-101(a)(4)(E)(i).

15. ☐ This matter is set for further hearing on _____ at _____ to address the following issues: ☐ Review ☐ Compliance Review ☐ Other: _____

16. ☐ _____

Docket No. 16408-c

17. ☐ All other issues shall remain unchanged as previously ordered by this Honorable Court.

18. ☐ The costs in this cause shall be taxed to the ☐ Respondent ☐ Petitioner ☐ Waived.

ENTERED THIS THE 24 DAY OF October, 2017.

MAGISTRATE

Lisa Richter

APPROVED FOR ENTRY:

[Signature]
RICHARD A. TOMPKINS #11879
ASSISTANT DISTRICT ATTORNEY
109 WEST MAIN STREET
GALLATIN, TN 37066
(615)451-5829

ORDER OF CONFIRMATION

It appearing to the Court that no request for a hearing has been made, it is therefore ORDERED, that the foregoing findings of the Magistrate are adopted and that the recommendations specified herein are hereby confirmed as the Order of the Court in the cause.

Entered this 6th day of November, 2017

JUDGE

[Signature]
Joe Thompson

Docket No. 16408-c

CERTIFICATE OF SERVICE

I certify that true and exact copies of this Order have been mailed to the parties below via United States Postal Service as follows:

Petitioner: ☐ Provided copy in open court.

☐ Mailing to the last known address @ 3

☒ c/o James A. Simmons & Jamie Tarkington, Attorney At
Law, Hazel Path Mansion, 105 Hazel Path P.O. Box 2934, Hendersonville,
TN 37077

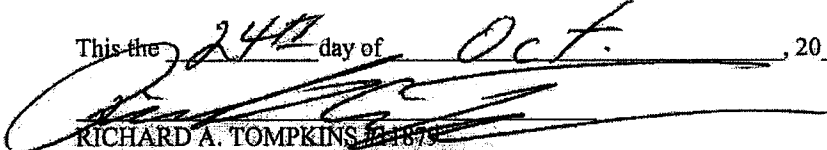
Respondent: ☐ Provided copy in open court.

☐ Mailing to the last known address @ P.O. Box 42293
Cincinnati, OH 45242

☐ c/o _____, Attorney At

Law, _____

This the 24th day of Oct., 20 17.


RICHARD A. TOMPKINS #1879
ASSISTANT DISTRICT ATTORNEY

Docket No. 16408-C