Davidson County DEEDDIV
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FILED
2007 JAN 23 AM 11:12
RICHARD R. ROOKER, CLERK
D.C.

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

DARLENE SPANGLER, )
Plaintiff/Wife, )
)
vs. ) Docket No. 05D-2259
)
JAMES ALFRED SPANGLER, )
Defendant/Husband. )

**FINAL DECREE**

This cause of action came on to be heard on the 23th day of January, 2007, before the Honorable Carol Soloman, Judge of the Eighth Circuit Court for Davidson County, Tennessee, upon the Complaint for Divorce filed by the Plaintiff/Wife, Darlene Spangler ("Wife"). Upon hearing testimony of Wife in open Court, statements of counsel for the Plaintiff, finding that the Defendant's Counter-Complaint is withdrawn, a review of the properly executed Marital Dissolution Agreement by the Court, upon the record as a whole and it appearing from the record that the original Complaint has been on file for more than the required statutory period; the Court finds that the parties have suffered irreconcilable differences and pursuant to T.C.A. Section 36-4-103(b), the parties have made adequate and sufficient provision by written agreement for the fair and equitable settlement of any property rights existing between the

parties and that the said Marital Dissolution Agreement should be approved by the Court. It is therefore

ORDERED, ADJUDGED and DECREED that the Defendant's Counter-Complaint is hereby withdrawn; it is further

ORDERED, ADJUDGED and DECREED that the Court hereby approves, ratifies, adopts and affirms all of the terms of the Marital Dissolution Agreement and Parenting Plan entered into by and between the parties and the same are hereby incorporated into this Final Decree in words and figures in all respects and all of its terms are hereby made a part of this Decree as follows~~x~~ the~~s~~ with the following additions as ordered in open Court:

A. The insurance provisions of T.C.A. § 56-7-2366, et seq. do not apply because Husband has not been insured on any medical insurance plan of Wife for over two (2) years;

B. The real property commonly known as a house and lot located at 71 Jay Street, Nashville, TN 37210 is hereby vested in Wife to which Husband shall have no further right, title or interest; and

C. Any and all arrearage of child support owed by Husband to Wife ~~in the~~ the~~s~~ which has accrued since the parties separated is hereby reserved in the event Wife files a petition for contempt against him. the~~s~~

FILED

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

2007 JAN 17 PM 3:10

RICHARD R. ROOKER, CLERK

D.C.

| | | |
|---|---|---|
| **DARLENE SPANGLER,** | ) | |
| | ) | |
| **Plaintiff,** | ) | |
| | ) | |
| **vs.** | ) | **Docket No. 05D-2259** |
| | ) | |
| **JAMES ALFRED SPANGLER,** | ) | |
| | ) | |
| **Defendant.** | ) | |

**MARITAL DISSOLUTION AGREEMENT**

FOR AND IN CONSIDERATION of the mutual covenants, promises, and undertakings hereinafter more fully set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, THIS AGREEMENT is made and entered into this 14th day of November, 2006, by JAMES ALFRED SPANGLER, hereinafter referred to as "Husband", and the 8th day of December, 2006, by DARLENE SPANGLER, hereinafter referred to as "Wife", for the purpose of defining certain rights and privileges and transferring certain properties, effective now and on the date an Absolute Divorce is granted.

**THEREFORE,** the parties do agree as hereinbelow set out:

**1. PERSONAL BELONGINGS:** Personal belongings have heretofore been equally divided between the parties. All items now in the possession of the Wife with the exception of a boat and motor belonging to husband are hereby divested out of the Husband and vested solely in the Wife free and clear of any claims of the Husband.

All items now in the possession of the Husband are hereby divested out of the Wife and vested solely in the Husband free and clear of any claims of the Wife. In addition, the parties agree that Husband has a fishing boat and motor currently in Wife's possession. The parties

agree that Husband has the right to retrieve said boat and motor within thirty days of the entry of the Final Decree.

**2. BANK ACCOUNTS:** All money located in Wife's personal checking and savings accounts shall remain her funds free of any claim of the Husband. All money located in Husband's checking and savings accounts shall remain his funds free of any claim of the Wife.

**3. RETIREMENT ACCOUNTS:** The parties have no retirement accounts.

**4. MUTUAL DEBTS: Wife will become solely responsible for** any bills listed solely in her name. Wife shall hold Husband harmless of any indebtedness present and future of these debts.

**Husband will become solely responsible for** any bills listed solely in his name. Husband shall hold Wife harmless of any indebtedness present and future on these debts. In addition, Husband acknowledges he is in arrears for past child support and alimony payments in the amount of $29,344.57. Husband shall pay said arrears at the rate of $300.00 per month until paid in full, beginning 12/15/06, and continuing thereafter on the 15th of each month thereafter until paid in full.

It is agreed that there are no further debts incurred during this marriage. There are no outstanding credit cards debts, all credit cards which have been issued separately to Wife and Husband will remain the sole responsibility of the party to whom it is issued.

**5. VEHICLES**: It is agreed and understood by the parties that the **2004 Saturn Vue** presently titled to **DARLENE SPANGLER** shall be treated as Wife's separate property and retained by her. Husband asserts no ownership in this automobile, and Wife agrees to hold Husband harmless from any present or future debt owed thereon.

It is agreed and understood by the parties the **2003 Ford F-150** presently titled to **JAMES ALFRED SPANGLER**, shall be treated as Husband's separate property and retained by him. Wife asserts no ownership in this automobile, and Husband agrees to hold Wife harmless from any present or future debt owed thereon.

**6. REAL PROPERTY:** The parties acknowledge that this Honorable Court by Order dated September 6th, 2003, divested all of Husband's interest in the marital property located at 71 Jay Street, Nashville, TN 37210.

**7. INSURANCE**: Wife and Husband shall be solely responsible individually for all insurance as they respectively deem necessary.

**8. TAXES**: It is agreed that the parties both represents and warrants to the other that all federal income tax returns filed during their marriage are in all respects true, correct, and complete, and that these returns fully and accurately reflect income and deductions for those years. If a deficiency assessment is made in connection with any joint federal income tax return heretofore filed by the parties, the amount ultimately determined to be due thereon shall be borne by the parties, in proportion to the amount for which they individually failed to report the correct amount of income to the U.S. Treasury, or either of them responsible for the deficiency.

**9. SERVICE OF PROCESS**: Both parties hereby agree that by signing this agreement, they waive service of process, waive any questions regarding venue, and submit themselves to the jurisdiction of the Circuit Court for DAVIDSON COUNTY, Tennessee.

**10. FINAL AGREEMENT**: It is mutually understood and agreed by and between the parties hereto that this is a complete and final Marital Dissolution Agreement between them, and that in the event a divorce is granted, neither of them will ever thereafter have any property claims whatsoever against the other, except as provided for and described herein. This waiver of

claims includes any expectancy, reversion, insurance claim, cause of action, or inheritance to which the other party is or may in the future be entitled.

11. **NON-DISCHARGEABILITY:** Whenever one party is required by the terms of this agreement to assume responsibility for paying certain debts and/or to indemnify and hold the other party harmless from any liability therefore, such obligation is intended to be a support obligation under 11 U.S.C. 523 (a)(5) which is not dischargeable in bankruptcy as to the other party. The parties intend to create a support debt that will be non-dischargeable in the event of a bankruptcy of the obligor spouse pursuant to 11 U.S.C. 523 (a)(5). This support is necessary to meet the daily living expenses of the non-obligor spouse, and the amount of support is reasonable.

12. Each of the parties shall execute, acknowledge, and deliver any and all instruments and documents in writing which shall reasonably be required for the purposes of effectuating the provisions and intent of this Marital Dissolution Agreement.

13. Subject to the provisions of this Marital Dissolution Agreement, Husband shall not at any time after execution of this Marital Dissolution Agreement incur any debt or obligation for which Wife or her estate may be or become liable. If Husband does incur such a debt, Husband shall indemnify and hold harmless Wife to the full extent of the amount of the debt, including interest, expenses, legal expenses, and attorney fees. Subject to the provisions of this Marital Dissolution Agreement, Wife shall not at any time after execution of this Marital Dissolution Agreement incur any debt or obligation for which Husband or his estate may be or become liable. If Wife does incur such a debt, Wife shall indemnify and hold harmless Husband to the full extent of the amount of the debt, including interest, expenses, legal expenses, and attorneys fees.

**14.** In the event it becomes reasonably necessary for either party to engage in legal proceedings to procure enforcement of any provision of this Marital Dissolution Agreement, he or she shall also be entitled to a judgment for reasonable expenses incurred in prosecuting such action including, but not limited to, attorney fees and court costs.

**15.** Both parties acknowledge that neither of them is relying upon any tax advice from either Ellis Marshall, Jr., who represents Husband, or Tom R. Smith, who represents wife and that said attorney have expressed no expertise regarding the tax ramifications or tax consequences arising out of this Agreement. Each of the parties has been advised to seek tax counseling regarding the consequences of this Agreement from their own accountant or tax attorney and each of the parties acknowledges that he/she has had the opportunity to do so.

**16. FINAL PROPERTY DIVISION**: It is mutually understood and agreed by and between the parties hereto that this is their final and complete division of property. It is also understood that there shall be no future modifications or waivers to this agreement unless they are in writing and approved by this Court.

**17.** The parties shall be equally responsible for all cost in this cause and each shall be responsible for their own reasonable attorney's fees.

**18.** The Current Addresses and dates of birth of the parties are:

DARLENE SPANGLER
71 Jay Street
Nashville, TN 37210
DOB: 01/24/56

JAMES ALFRED SPANGLER
421 Cottonwood Drive
Donelson, TN 37214
DOB: 11/19/63

**IN WITNESS WHEREOF**, the parties hereto have set their signatures.

Darlene Spangler
**DARLENE SPANGLER**

STATE OF TENNESSEE )
: ss
COUNTY OF DAVIDSON )

Personally appeared before me, a Notary Public in and for said State and County, **DARLENE SPANGLER**, with whom I am personally acquainted, and who under oath acknowledged to me that she signed the MARTIAL DISSOLUTION AGREEMENT as her free act and deed for the purposes therein contained, this the 8th day of December 2006.

NOTARY PUBLIC

My Commission expires: 11/22/08

**JAMES ALFRED SPANGLER**

STATE OF TENNESSEE )
: ss
COUNTY OF DAVIDSON )

Personally appeared before me, a Notary Public in and for said State and County, **JAMES ALFRED SPANGLER**, with whom I am personally acquainted, and who under oath acknowledged to me that he signed the MARTIAL DISSOLUTION AGREEMENT as his free act and deed for the purposes therein contained, this the 14th day of November, 2006.

Ellis H. Marshall, III
NOTARY PUBLIC

My Commission expires: 11-25-06

ELLIS H. MARSHALL III
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.
My Commission Expires 11-25-06

| STATE OF TENNESSEE | CIRCUIT COURT | DAVIDSON COUNTY |
|---|---|---|
| **PERMANENT PARENTING PLAN ORDER**<br>__ PROPOSED X AGREED __ ORDERED BY THE COURT | | FILE NO. 05D-2259<br>DIVISION |
| PLAINTIFF: DARLENE SPANGLER | | DEFENDANT: JAMES ALFRED SPANGLER |
| X Mother __ Father | | __ Mother X Father |
| | | |

FILED
JAN 17 2007
RICHARD R. ROOKER, Clerk
By _____ Deputy

FILED
2007 JAN 23 AM 11:12
RICHARD R. ROOKER, CLERK

*The mother and father will behave with* each *other and* each *child so as* to *provide a loving, stable, consistent and nurturing relationship with the child even though they are divorced. They will not speak badly* of each *other or the members* of *the family* of *the other parent. They will encourage* each *child* to *continue* to *love the other parent and* be *comfortable* in *both families.*

This plan
__X__ is a new plan.
____ modifies an existing Parenting Plan dated _____.
____ modifies an existing Order dated _____.

| Child's Name | Date of Birth |
|---|---|
| Jessie James Spangler | 2/15/1994 |
| | |
| | |

## I. RESIDENTIAL PARENTING SCHEDULE

### A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent is Mother

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

Mother __290__ days Father __75__ days

### B.

### DAY-TO-DAY SCHEDULE

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

From __Friday at 6:00 P.M.__ to __Sunday at 6:00 P.M.__.
*Day and Time* *Day and Time*

__every week _X_ every other week ___ other: _____

This parenting schedule begins _____ or _X_ 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 |
|---|---|---|
| Easter Day (unless otherwise coinciding with Spring Vacation) | EVEN | ODD |
| Mother's Day | EVERY | |
| Memorial Day (if no school) | EVEN | ODD |
| Father's Day | | EVERY |
| Labor Day | ODD | EVEN |
| Thanksgiving Day | EVEN | ODD |
| Friday after Thanksgiving | ODD | EVEN |
| Children's Birthdays | HALF DAY EVERY | HALF DAY EVERY |
| Mother's Birthday | EVERY | |
| Father's Birthday | | EVERY |

A holiday shall begin at 6:00 p.m. on the night preceding the holiday and end at 6:00 p.m. the night of the holiday. All holiday and summer parenting time shall supercede all regular parenting time.

## D. FALL VACATION *(If applicable)*

The day to day schedule shall apply except as follows: The parties will follow the same day to day schedule as set out above.

## E. WINTER (CHRISTMAS) VACATION

Other agreement of the parents: The parties will follow the same day to day schedule as set out above.

## F. SPRING VACATION *(If applicable)*

The day-to-day schedule shall apply except as follows: The parties will follow the same day to day schedule as set out above.

## G. SUMMER VACATION

The day-to-day schedule shall apply except as follows: The parties will follow the same day to day schedule as set out above.

## H. TRANSPORTATION ARRANGEMENTS

The place of meeting for the exchange of the child or children shall be: Father shall pick up and return the minor child to Mother's residence at the beginning and end of his residential parenting time.
Payment of long distance transportation costs *(if applicable):* ___ mother __ father X both equally.
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:
_X__ Place: Mother's home or presence of anyone agreed to by parties
___ Person or organization supervising:_____.
_X_ Responsibility for cost, if any: ___ mother _X_ father ___ both equally.

## J. OTHER

The following special provisions apply:
All visitation supervised until father demonstrates that he is no longer addicted to or under the influence of any drug, alcohol, or narcotic.

# II. DAY-TO-DAY DECISIONS

## A. DECISION-MAKING

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

## B. MAJOR DECISIONS

Major decisions regarding each child shall be made as follows:

| | |
|---|---|
| Educational decisions | 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 $ 3,466.66 .
Mother's gross monthly income is $ 3,033.33 .

1. The final child support order is as follows:
The ____ Mother _X_ Father shall pay to the other parent as regular child support pursuant to the child support worksheet by the 5th day of each month, the sum of $568.00 monthly. **The Child Support Worksheet shall be attached to this Order as an Exhibit.***

2. Retroactive Support: A judgment is hereby awarded in the amount of $29,844.57 to X mother ___ father 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 November 1st, 2006 which shall be paid (including pre/post judgment interest) at the rate of $300.00 per month until the judgment is paid in full.

3. Payments shall begin on the date of December 15, 2006.

This support shall be paid:

_X_ directly to the other parent.
___ to the Central Child Support Receipting Unit, P. O. Box 305200, Nashville, Tennessee 37229, and sent to the other parent at:_____.
A Wage Assignment Order is attached to this Parenting Plan.
_____ by direct deposit to the other parent at _____ Bank for deposit in account no. _____.
_____ 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 is receiving child support.

The Mother shall claim the minor child as a tax exemption every year.

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

The ____ mother X 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

Reasonable health insurance on the child or children will be:

__X__ maintained by the mother
____ maintained by the father
____ maintained by both

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

Uncovered reasonable and necessary medical expenses, which 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 __X__ pro rata in accordance with their incomes. After insurance has paid its portion, the parent receiving the bill will send it to the other parent within ten days. The other parent will pay his or her share within 30 days of receipt of the bill.

If available through work, both parents shall maintain dental, orthodontic, and optical insurance on the minor child or children.

## E. LIFE INSURANCE

If agreed upon by the parties, the __ mother X father __both 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 following as sole irrevocable primary beneficiary: ____ the other parent __X__ the other parent, as trustee for the benefit of the children, to serve without bond or accounting, ____ other _____

_____.

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

The child or children are scheduled to reside the majority of the time with the X mother ___ father ___ Split. 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.
___Arbitration by a neutral party selected by parents or the Court.
_X_The Court DUE TO ORDER OF PROTECTION OR RESTRICTIONS.

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

In the dispute resolution process:

A. Preference shall be given to carrying out this Parenting Plan.
B. The parents shall use the process to resolve disputes relating to implementation of the Plan.
C. A written record shall be prepared of any agreement reached, and it shall be provided to each parent.
D. If the Court finds that a parent willfully failed to appear without good reason, the Court, upon motion, may award attorney fees and financial sanctions to the prevailing parent.

## VI. RIGHTS OF PARENTS

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

(1) The right to unimpeded telephone conversations with the child at least twice a week at reasonable times and for reasonable durations;
(2) The right to send mail to the child which the other parent shall not open or censor;
(3) The right to receive notice and relevant information as soon as practicable but within twenty-four (24) hours of any event of hospitalization, major illness or death of the child;
(4) The right to receive directly from the child's school any school records customarily made available to parents. (The school may require a written request

which includes a current mailing address and upon payment of reasonable costs of duplicating.) These include copies of the child's report cards, attendance records, names of teachers, class schedules, and standardized test scores;

(5) The right to receive copies of the child's medical health or other treatment records directly from the physician or health care provider who provided treatment or health care. (The keeper of the records may require a written request which contains a current mailing address and the payment of reasonable costs of duplication.) No person who receives the mailing address of a parent as a result of this requirement shall provide such address to the other parent or a third person;

(6) The right to be free of unwarranted derogatory remarks made about the parent or his or her family by the other parent to the child or in the presence of the child;

(7) The right to be given at least forty-eight (48) hours notice, whenever possible, of all extra-curricular activities, and the opportunity to participate or observe them. These include the following: school activities, athletic activities, church activities and other activities where parental participation or observation would be appropriate;

(8) The right to receive from the other parent, in the event the other parent leaves the state with the minor child or children for more than two (2) days, an itinerary including telephone numbers for use in the event of an emergency;

(9) The right to access and participation in education on the same basis that is provided to all parents. This includes the right of access to the child for lunch and other activities. However participation or access must be reasonable and not interfere with day-to-day operations or with the child's educational performance.

## VII. NOTICE REGARDING PARENTAL RELOCATION

The Tennessee statute (T.C.A. § 36-6-108) which governs the notice to be given in connection with the relocation of a parent 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 one hundred (100) 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.

**APPROVED FOR ENTRY:**

| | |
|---|---|
| *Ellis H. Marshall, Jr.*<br>*Attorney for Father* | *Tom R. Smith*<br>*Attorney for Mother* |
| *3310 Lebanon Rd., Suite 200*<br>*Address* | *100 Thompson Lane*<br>*Address* |
| *Hermitage, TN 37076*<br>*Address* | *Nashville, TN 37214* |
| *615-885-4335, #13009*<br>*Phone and BPR Number* | *615-333-0099, #11873*<br>*Phone and BPR Number* |

*Note: The judge or chancellor may sign below or, instead, sign a Final Decree or a separate Order incorporating this plan.*

COURT COSTS (if applicable)

Court costs, if any, are taxed as follows:

To the father

It is so ORDERED this the 23rd day of Jan, 2007.

CAROL SOLOMAN, JUDGE

Effective as of 6/26/2006

State of Tennessee - Department of Human Services
**Child Support Worksheet**

11/14/2006 - 4:36 PM

FILED
2007 JAN 23 AM 10:
RICHARD R. COOPER, CLERK

FILED
2007 JAN 17 PM 3:
RICHARD R. COOPER, CLERK

PRR OP SPLIT
X

## Part I. Identification

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

Name of Mother: Darlene Ann Spangler
Name of Father: James Alfred Spangler
Name of non-parent Caretaker:
TCSES case #:
Docket #: 06D-2259
Court name: Davidson County Eighth Circuit Court

| Name(s) of Child(ren) | Date of Birth | Days with Mother | Days with Father | Days with Caretaker |
|---|---|---|---|---|
| Jessie James Spangler | 2/15/1994 | 290 | 75 | |

## 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 | | $ 3,033.33 | $ 3,466.66 | |
| | 1a | Social Security benefit for child | | | | |
| | 1b | Self-employment tax paid | | | | |
| | 1c | Subtotal | | 3,033.33 | 3,466.66 | |
| | 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) | | $ 3,033.33 | $ 3,466.66 | |
| | 2a | Combined Adjusted Gross Income | $6,499.99 | | | |
| | 3 | Percentage Share of Income (PI) | | 47% | 53% | |

## Part III. Parents' Share of BCSO

| | | | | | |
|---|---|---|---|---|---|
| 4 | BCSO allotted to primary parent's household | $ 938.00 | $ 0.00 | $ 0.00 |
| 4a | Share of BCSO owed to primary parent | $ 0.00 | $ 497.14 | |
| 5 | Each parent's average parenting time | N/A | N/A | |
| 5a | Equal parenting time | N/A | N/A | |
| 6 | Parenting time adjustment | $ N/A | $ N/A | |
| 7 | Adjusted BCSO | $ 0.00 | $ 497.14 | |

## Part IV. Additional Expenses

| | | Mother \ Column A | Father \ Column B | Nonparent Caretaker \ Column C |
|---|---|---|---|---|
| 8a | Children's portion of health insurance premium | $ 50.00 | $ | $ |
| 8b | Recurring uninsured medical expenses | $ | $ | $ |
| 8c | Work-related childcare - Payroll Deducted | $ | $ | $ |
| 8d | Work-related childcare - Non-Payroll Deducted | $ 83.00 | $ | $ |
| 9 | Total additional expenses | $ 133.00 | $ 0.00 | $ 0.00 |
| 10 | Share of additional expenses owed | $ 0.00 | $ 70.49 | |
| 11 | Adjusted Support Obligation (ASO) | $ 0.00 | $ 567.63 | |

** Reminder - Line 8d expenses are to be paid by the child's PRP or either parent in a 50-50 situation.

## Part V. Presumptive Child Support Order

| | | OBLIGATION | |
|---|---|---|---|
| 12 | Presumptive Child Support Order (PCSO) | $ 0.00 | $ 568.00 |

* Enter the difference between the greater and smaller numbers from Line 11.

Low Income? N (N=15% Y=7.5%)
Current Order Flat %? N (N / Y)

*Modification of Current Child Support Order*

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

## Part VI. Deviations and FCSO

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

| | | | |
|---|---|---|---|
| 14 | Deviations (Specify): | $ | $ |
| 15 | Final Child Support Order (FCSO) | $ 0.00 | $ 568.00 |
| 16 | FCSO adjusted for SS benefit, Line 1a, Obligor's column. | $ 0.00 | $ 568.00 |

**Comments, Calculations, or Rebuttals to Schedule**

## Preparer's Use Only

Name: Ellis Marshall Jr.
Title: Atty for Father
Date: 11/14/2006

# Credit Worksheet

## Part I. Identification

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

| | | PRP | ARP | SPLIT |
|---|---|---|---|---|
| Name of Mother: | Darlene Ann Spangler | X | | |
| Name of Father: | James Alfred Spangler | | X | |
| Name of non-parent Caretaker: | | | | |

TCSES case #:

Docket #: 05D-2259

Court name: Davidson County Eighth Circuit Court

## Part II. Other Children

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

Parent Income Information

| | | Mother | Father |
|---|---|---|---|
| 1 | Applicable gross income from CS worksheet | $ 3,033.33 | $ 3,466.66 |

In-Home Children

2 Below, list qualified children living in the parent's home (if none, skip to line 6):

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

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

Not-In-Home Children

6 Below, list qualified children not living in the parent's home (if none, skip this Part):

| | | | |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

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

It is further ORDERED, ADJUDGED and DECREED that the Plaintiff/Wife, DARLENE SPANGLER, is hereby awarded an absolute divorce from the Defendant/Husband, JAMES ALFRED SPANGLER, on the ground of irreconcilable differences, T.C.A. Section 36-4-101(14) and she is hereby restored to all of the rights and privileges of an unmarried person.

The last known home address of Husband is 421 Cottonwood Drive, Donelson, TN 37214 and the home address of Wife is 71 Jay Street, Nashville, TN 37210.

It is further ORDERED, ADJUDGED and DECREED that any and all unpaid final Court costs of this cause of action shall be paid by the Defendant/Husband, James Alfred Spangler, for which execution may issue, if necessary; it is further

ORDERED, ADJUDGED and DECREED that Tom R. Smith should be and hereby is relieved of any further responsibility as attorney for Plaintiff/Wife.

ENTERED this 23rd day of January, 2007.

CAROL SOLOMAN, JUDGE

SUBMITTED FOR ENTRY:

Tom R. Smith #11873
Attorney for Wife
100 Thompson Lane
Nashville, TN 37211
(615) 333-0099

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the forgoing Final Decree has been sent by U.S. Mail, postage prepaid to Ellis Marshall, Jr., Esq., Suite 200, 3310 Lebanon Road, Hermitage, TN 37076, on this 23rd day of January, 2007.

Tom R. Smith

**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 EIGHTH Circuit Court for Davidson County, Tennessee, on the 23 day of JANUARY , 2007 , in the Case Number 05D2259 between SPANGLER, DARLENE ANN Plaintiff, and SPANGLER, JAMES ALFRED 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 19 day of OCTOBER in the year two thousand seven and in the 231st year of American Independence.

**RICHARD R. ROOKER,** Clerk,

By R Thomas
Deputy Clerk

SEAL

