FILED

**IN THE EIGHTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE**

2007 DEC 11 AM 11:37

RICHARD R. ROOKER, CLERK

| | | |
|---|---|---|
| **CARI EHRMANN,** | ) | |
| **Plaintiff** | ) | |
| | ) | |
| **vs.** | ) | **Docket No. 07D-527** D.C. |
| | ) | **Notice of final entry required** |
| **KENNETH ROBERT EHRMANN, JR.,** | ) | |
| **Defendant** | ) | |

---

**FINAL DECREE**

---

This cause is before the Honorable Carol L. Soloman, Judge of the Eighth Circuit Court for Davidson County, Tennessee upon the Complaint for absolute divorce heretofore filed by the Plaintiff, Cari Ehrmann, submission to the court of a signed and notarized Marital Dissolution Agreement and Parenting Plan and the record taken as a whole from all of which it appears to the Court and the Court finds that the parties have suffered irreconcilable differences as contemplated by T.C.A. Section 36-4-101 (11).

It is, therefore, **ORDERED, ADJUDGED** and **DECREED** by the Court that the Plaintiff, Cari Ehrmann, is hereby awarded an absolute divorce from the Defendant, Kenneth Robert Ehrmann, Jr., and that the bonds of matrimony heretofore subsisting between the parties are hereby dissolved and the parties are restored to all the rights and privileges of unmarried persons.

The Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties; and further, they have made adequate and sufficient provision for the custody and support of the minor children at this time. Unless specifically Ordered by the Court, such support shall not be reduced or prorated. The Court hereby approves the Marital Dissolution Agreement and Parenting Plan and the same are hereby incorporated in words and figures as follows:

Davidson County DEEDDIV
Recvd: 08/29/08 15:12 25 pg
Fees:127.00 Taxes:0.00
20080829-0089133

FILED
2007 NOV 16 AM 9:38
RICHARD R. ROOKER, CLERK
D.C.

IN THE EIGHTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

| | | |
|---|---|---|
| **CARI EHRMANN,** | ) | |
| | ) | |
| **Plaintiff,** | ) | |
| | ) | |
| **vs.** | ) | **No. 07D-527** |
| | ) | |
| **KENNETH ROBERT EHRMANN, JR.,** | ) | |
| | ) | |
| **Defendant.** | ) | |

## MARITAL DISSOLUTION AGREEMENT

This agreement is made between Cari Ehrmann, hereinafter referred to as "Wife," and Kenneth Robert Ehrmann, Jr., hereinafter referred to as "Husband."

**WITNESSETH:**

**WHEREAS**, these parties are presently living separately and apart and desire to enter into a marital dissolution agreement and tender same to the Court for approval in the event a decree of divorce is granted in this cause; and,

**WHEREAS**, certain differences have arisen between the parties which appear to be irreconcilable and there is now pending in the Eighth Circuit Court for Davidson County, Tennessee, a suit for divorce between the parties, being Cari Ehrmann vs. Kenneth Robert Ehrmann, Jr., bearing docket number 07D-527; and,

Both these parties have been advised of their respective rights and responsibilities, one to the other; and,

**WHEREAS**, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicably and mutually acceptable manner, such that said divorce action shall proceed uncontested;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and undertakings hereinafter more fully set forth and/or other good and valuable consideration, the parties agree as follows:

1. **WAIVER**. The parties hereto, exclusive of the terms and provisions of this agreement, each waive all rights, title, and interest, consummate and inchoate, in and into the property in the estate of the other by way of expectancy or reversion or otherwise, including marital, insurance, contractual, and all other rights by way of dower, homestead, exemption, alimony, or otherwise, in the present or in expectancy as to any and all property in the estate of the other, and each of the parties does hereby release and discharge the other from any and all control, claims, demands, actions, or causes of actions, except as to the obligations imposed by this instrument or by the Court's decree, this being intended as the full, final and complete settlement of the property, marital and otherwise of the parties hereto.

Both parties waive any separate and distinct claim to retirement and pension benefits of the other except as set out by this agreement herein, although they may have been advised of their rights regarding pension and retirement benefits.

2. **ENTIRE AGREEMENT**. This agreement contains the entire understanding and agreement between the parties. There are no representations, warranties, covenants, or undertakings other than those expressly set forth herein and each party enters into this contract voluntarily, advisedly, and with full knowledge of the financial condition, nature, character, and value of the other's estate. The laws and Courts of the State of Tennessee shall govern this agreement in all respects.

3. **NON-COMPLIANCE**. Should either party incur any expense for legal fees as a result of the breach of any portion of this marital dissolution agreement by the other party, the Court shall

award reasonable attorney's fees in addition to court costs and other costs or expenses to the non-defaulting party each and every time a breach or default occurs.

No breach, waiver, or default of any of the terms of this agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this agreement.

4. **SEVERANCE**. Should the Court hold that any portion of this agreement is invalid, the remainder shall be in full force and effect and the invalid portion shall be struck from the agreement or modified as the Court shall order.

5. **VOLUNTARY EXECUTION**. Each party acknowledges that this agreement has been entered into of his or her own volition with full knowledge and information including tax consequences. In some instances, it represents a compromise of disputed issues. Each believes the terms and conditions to be fair and reasonable under the circumstances. No coercion or undue influence has been used by or against either party in making this agreement. Each party acknowledges that no representations of any kind have been made to him or her as inducement to enter into this agreement, other than the representations set forth herein.

6. **MODIFICATION**. A modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed with the same formality as this agreement. Failure of any party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

7. **PERSONALTY**. The parties have heretofore divided their personal property to their mutual satisfaction, and neither makes any claim to the property of the other. The Wife shall have all household goods and furnishings.

8. **REAL PROPERTY**. The parties own a house and lot located at 300 Bonnaspring Drive, Hermitage, Davidson County, Tennessee 37076. The parties agree that there is approximately

$60,000.00 in equity in said home and the same should be divided equally between the parties with each party being awarded $30,000.00 as his or her portion of said equity. The Husband agrees that the Wife shall continue to reside in said home with the minor children until the youngest child reaches 18 years of age or graduates from High School, whichever comes last, at which time the home shall be sold and the Husband shall receive his portion of the equity in the amount of $30,000.00. Further, the parties agree that at any time, the Wife may buy out the Husband's equity in the home place in consideration of payment to him of $30,000.00. Husband agrees that he will execute any document necessary to transfer his interest upon receipt of his equity.

The parties further agree that, upon entry of the Final Decree of Divorce, the parties shall own said property as tenants in common until such time as the property is sold. The Wife agrees to be solely responsible for the mortgage indebtedness, the repairs, the insurance and the property taxes and shall indemnify and hold the Husband harmless thereon. The Wife further agrees not to place a lien or additional encumbrances on the property or in any manner diminish the value of the property without the express written consent of the Husband. Any maintenance, repairs, etc., needed to be done for the sale shall be the sole responsibility of the Wife. During any time prior to the sale of the property, if there occurs any major damage from acts of God, theft or any incidence which causes damage to the property, the Wife is responsible for notifying the Husband immediately. In the event that the Wife is in default on any of her financial obligations with respect to the property for more than sixty (60) days, the property shall be placed on the market for sale immediately and the Husband shall receive his share of the equity from the net proceeds. Any deficiency shall be the responsibility of the Wife. The property is more specifically described as follows:

SEE ATTACHED EXHIBIT A

9. **AUTOMOBILES.** Husband shall have as his sole property the GMC work van and the 2000 21' Pontoon Boat and the Wife is divested of any interest in the same and the Husband agrees

to hold Wife harmless of any indebtedness thereon. Wife shall have as her sole property the 2004 Pontiac Montanna van and the Husband is divested of any interest in the same and the Wife agrees to hold Husband harmless of any indebtedness thereon.

10. **DEBTS**. In the event a creditor of either party seeks to compel the other party to pay any debt for which that party is not responsible, either by contract or pursuant to the terms of this agreement, the party against whom the claim is made shall be entitled to recover from the other party the amount of any payment he or she makes, including interest and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

Wife will solely be responsible for debt to US Bank Via card in her name alone.

The parties have a joint credit card with US Bank with a balance of approximately $20,000.00. The Husband agrees that he will transfer $12,500.00 of that debt to another card in his name alone and the Wife agrees that she will transfer $7,500.00 of that debt to another card in her name alone and the joint account will be closed and neither party will make any further charges on the same.

Each party shall be solely responsible for any debts not listed above in their individual names and will hold the other party harmless for any indebtedness thereon.

11. **BANK ACCOUNTS**. The parties shall keep their respective savings accounts and checking accounts.

12. **FUTURE INDEBTEDNESS**. Each of the parties hereto covenants with the other that, from this date forward, neither will contract any indebtedness from the credit of the other without proper authority.

13. **RETIREMENT ACCOUNTS**. Neither party has any retirement accounts.

14. **ALIMONY**. The Husband shall pay to the Wife the sum of $400.00 per month as

alimony *in solido* for a period of thirty-six (36) months.

15. **CHILDREN**. All issues regarding the parties two (2) minor children are addressed in the parties Parenting Plan, which is submitted to the Court with this document.

16. **TAX RETURNS**. The parties shall file a joint tax return for the year 2007 and each will receive one-half of any tax refund. No legal advice has been given by F. Michie Gibson, Jr. in regards to the tax consequences of property settlement, debt assignment, or otherwise, and the parties are hereby advised to seek competent tax advice before filing their tax returns.

17. **COURT COSTS**. Husband shall be responsible for all court costs arising out of this divorce proceeding.

18. **ATTORNEY'S FEES**. Each party will be responsible for their own attorney's fees in regards to this divorce action.

19. **EXECUTION**. Each of the parties agrees to execute all instruments in a timely fashion.

20. It is further understood by and between the parties that this marital dissolution agreement shall be filed with the Circuit Court Clerk's office within 180 days from its execution. It is further understood by and between the parties that Wife shall proceed to obtain a divorce on the grounds of Irreconcilable Differences.

**IN WITNESS WHEREOF**, the said parties, having read this instrument and familiarized themselves with its contents, signed and executed this instrument on the 13th day of November, 2007 as to the wife, and the 9 day of November, 2007 as to the husband.

Cari Ehrmann

**CARI EHRMANN**

Kenneth Robert Ehrmann

**KENNETH ROBERT EHRMANN**

**STATE OF TENNESSEE )**
**COUNTY OF DAVIDSON )**

Personally appeared before me, the undersigned Notary Public, in and for said County and State, the within named Cari Ehrmann, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

**WITNESS** my hand and official seal at Nashville, Tennessee, this 9th day of November, 2007.

NOTARY PUBLIC

My commission Expires: 5-23-09

**STATE OF TENNESSEE )**
**COUNTY OF DAVIDSON )**

Personally appeared before me, the undersigned Notary Public, in and for said County and State, the within named Kenneth Robert Ehrmann, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

**WITNESS** my hand and official seal at Nashville, Tennessee, this 9 day of November, 2007.

Patricia G. Campbell
NOTARY PUBLIC

My Commission Expires: 5-2-11

FILED
2007 NOV 16 AM 9:38
RICHARD R. ROOKER, CLERK
D.C.

EXHIBIT A

Being Lot No. 1069 on the Plan of Hermitage Hills Subdivision, Section 9, as of record in Book 3600, Page 97, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

Property commonly known as: 300 Bonnasprings Drive, Hermitage, TN 37076

BEING all of the same property conveyed to Robert Ehrmann and wife, Cari Ehrmann by Warranty Deed from Allen White and wife, Annita M White, dated March 24, 1993, and filed of record in Book 8900, Page 374, Register's Office for Davidson County, Tennessee.

| STATE OF TENNESSEE | EIGHTH CIRCUIT COURT FILED | DAVIDSON COUNTY FILED |
|---|---|---|
| **PERMANENT PARENTING PLAN ORDER** ☐ PROPOSED ☒ AGREED ☐ ORDERED BY THE COURT 2007 DEC 11 AM 11:37 RICHARD R. BOOKER, CLERK D.C. | | 2007 NOV 16 AM 9:38 DOCKET NO. 070-527 RICHARD R. BOOKER, CLERK D.C. |
| **PLAINTIFF** *(Name: First, Middle, Last)* **CARI EHRMANN** ☒ Mother ☐ Father | | **DEFENDANT** *(Name: First, Middle, Last)* **KENNETH ROBERT EHRMANN, JR.** ☐ Mother ☒ Father |

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

This plan ☒ is a new plan
☐ modifies an existing Parenting Plan dated
☐ modifies an existing Order dated

| Child's Name | Date of Birth |
|---|---|
| DANIEL EHRMANN | 04/17/1998 |
| RACHEL EHRMANN | 02/04/1993 |
| | |
| | |
| | |
| | |

## I. RESIDENTIAL PARENTING SCHEDULE

### A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent is CARI EHRMANN.

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

Mother 285 days Father 80 days

### B. DAY-TO-DAY SCHEDULE

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

From 6:00 P.M. ON FRIDAY to 6:00 P.M. ON SUNDAY

☐ every week ☒ every other week ☐ other: _____

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

From _____ to _____

□ every week □ every other week □ other: _____

This parenting schedule begins ☒ upon signing **or** □ date of the Court's Order.

**C. HOLIDAY SCHEDULE AND OTHER SCHOOL FREE DAYS**

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

| | MOTHER | FATHER |
|---|---|---|
| New Year's Day | EVEN | ODD |
| Martin Luther King Day | ODD | EVEN |
| Presidents' Day | EVEN | ODD |
| Easter Day (unless otherwise coinciding with Spring Vacation) | ODD | EVEN |
| Passover Day (unless otherwise coinciding with Spring Vacation) | ODD | EVEN |
| Mother's Day | EVERY | ____ |
| Memorial Day (if no school) | EVEN | ODD |
| Father's Day | ____ | EVERY |
| July 4th | ODD | EVEN |
| Labor Day | EVEN | ODD |
| Halloween | ODD | EVEN |
| Thanksgiving Day & Friday | ____ | EVERY |
| Children's Birthdays | 1/2 | 1/2 |
| Other School-Free Days | ____ | ____ |
| Mother's Birthday | ____ | ____ |
| Father's Birthday | ____ | ____ |
| Other: | ____ | ____ |

A holiday shall begin at 6:00 p.m. on the night preceding the holiday and end at 6:00 p.m. the night of the holiday, unless otherwise noted here Husband shall have the children for a period of at least five days during the Thanksgiving Holiday each year to visit with his family in Missouri.

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

The day to day schedule shall apply except as follows the Mother shall have the children for 10 days during the Feast of Tabernacles in September/October beginning 2007.

**E. WINTER (CHRISTMAS) VACATION**

The ☒ mother □ father shall have the child or children for the first period from the day and time school is dismissed until December 26th at 8:00 p.m. ☒ in odd-numbered years □ in even-numbered years □ every year. The other parent will have the child or children for the second period from the day and time indicated above until 6:00 p.m. on the evening before school resumes. The parties shall alternate the first and second periods each year.

Other agreement of the parents: The Father shall have any other reasonable visitation that the parties may agree upon.

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

The day-to-day schedule shall apply except as follows _____beginning _____.

**G. SUMMER VACATION**

The day-to-day schedule shall apply except as follows: ONE WEEK DURING SUMMER beginning 2007.
Is written notice required? ☒ Yes ☐ No. If so, 14 number of days.

**H. TRANSPORTATION ARRANGEMENTS**

The place of meeting for the exchange of the child or children shall be CHILDREN'S HOME.
Payment of long distance transportation costs *(if applicable)*: ☐ mother ☒ father ☐ 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)*

**Check if applicable:**

Supervised parenting time shall apply during the day-to-day schedule as follows:

☐ Place: _____.
☐ Person or organization supervising: _____.
☐ Responsibility for cost, if any: ☐ mother ☐ father ☐ both equally.

**J. OTHER**

The following special provisions apply:
Father shall refrain from drinking alcohol during his parenting time with the children.

## II. DECISION-MAKING

**A. DAY-TO-DAY DECISIONS**

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

**B. MAJOR DECISIONS**

Major decisions regarding each child shall be made as follows:

| | | | |
|---|---|---|---|
| Educational decisions | ☒ mother | ☐ father | ☐ joint |
| Non-emergency health care | ☒ mother | ☐ father | ☐ joint |
| Religious upbringing | ☒ mother | ☐ father | ☐ joint |
| Extracurricular activities | ☒ mother | ☐ father | ☐ joint |
| Enter other information | ☐ mother | ☐ father | ☐ joint |

## III. FINANCIAL SUPPORT

### A. CHILD SUPPORT

Father's gross monthly income is $2,778.00.
Mother's gross monthly income is $441.01.

1. The final child support order is as follows:
   The ☐ mother ☒ father shall pay to the other parent as regular child support the sum of $174.13 ☒ weekly ☐ monthly ☐ twice per month ☐ every two weeks. **The Child Support Worksheet shall be attached to this Order as an Exhibit.***

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

2. **Retroactive Support: A judgment is hereby awarded in the amount of $_____ to ☐ 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 _____ which shall be paid (including pre/post judgment interest) at the rate of $_____ per ☐ week ☐ month ☐ twice per month ☐ every two weeks until the judgment is paid in full.**

3. Payments shall begin on the _____ day of _____, 20_____.

This support shall be paid:

☒ directly to the other parent.
☐ to the Central Child Support Receipting Unit, P.O. Box 305200, Nashville, Tennessee, 37229, and sent from there 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.

* The Child Support Worksheet can be found on the DHS website at http://www.state.tn.us/humanserv/is/incomeshares.htm or at your local child support offices.

### B. FEDERAL INCOME TAX EXEMPTION*

The ☒ mother ☐ father is the parent receiving child support.
The Mother shall claim the following children: RACHEL EHRMANN, AND DANIEL EHRMANN EVERY YEAR.

The Father shall claim the following children: NONE

* NOTE: The child support schedule assumptions in the guidelines (1240-2-4-.03(6)(b)) assume that the parent receiving the child support will get the tax exemptions for the child.

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

The ☐ mother ☐ father will furnish IRS Form 8332 to the parent entitled to the exemption by February 15th of the year the tax return is due.

## C. PROOF OF INCOME AND WORK-RELATED CHILD CARE EXPENSES

Each parent shall send proof of income to the other parent for the prior calendar year as follows:

- IRS Forms W-2 and 1099 shall be sent to the other parent on or before February 15.
- A copy of his or her federal income tax return shall be sent to the other parent on or before April 15 or any later date when it is due because of an extension of time for filing.
- 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:

☐ 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 ☒ pro rata in accordance with their incomes. After insurance has paid its portion, the parent receiving the bill will send it to the other parent within ten days. The other parent will pay his or her share within 30 days of receipt of the bill.

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

## E. LIFE INSURANCE

If agreed upon by the parties, the ☐ mother ☒ father ☐ both shall insure his/her own life in the minimum amount of $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 ☐ 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 ☒ mother ☐ father. This parent is designated as the primary residential parent also known as the custodian, **SOLELY** for purposes of any other applicable state and federal laws. If the parents are listed in Section II as joint decision-makers, then, for purposes of obtaining health or other insurance, they shall be considered to be joint custodians. THIS DESIGNATION DOES NOT AFFECT EITHER PARENT'S RIGHTS OR RESPONSIBILITIES UNDER THIS PARENTING PLAN.

## V. DISAGREEMENTS OR MODIFICATION OF PLAN

Should the parents disagree about this Parenting Plan or wish to modify it, they must make a good faith effort to resolve the issue by the process selected below before returning to Court. *Except for financial support issues including child support, health and dental insurance, uncovered medical and dental expenses, and life insurance*, disputes must be submitted to:

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

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

In the dispute resolution process:

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

## VI. RIGHTS OF PARENTS

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

(1) The right to unimpeded telephone conversations with the child at least twice a week at reasonable times and for 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) Unless otherwise provided by law, 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 ☐ both parents ☑ mother ☒ father ☒ neither. Failure to attend the parent education class within 60 days of this order is punishable by contempt.

---

**Under penalty of perjury, we declare that this plan has been proposed in good faith and is in the best interest of each minor child and that the statements herein and on the attached child support worksheets are true and correct. *(A notary public is required if this is a proposed plan by one parent rather than one agreed by both parents.)***

Cari Ehrmann — 10/23/07 Nashville, TN
Mother — Date and Place Signed

Affirm
~~Sworn~~ to and subscribed before me this 23rd day of October, 2007.

My commission expires: 5/23/09 — F. Michie Gibson, Jr.
Notary Public

Kenneth Robert Ehrmann — November 9, 2007 Nashville Tn.
Father — Date and Place Signed

Sworn to and subscribed before me this 9 day of November, 2007.

My commission expires: 5-2-11 — Patricia G. Campbell
Notary Public

**APPROVED FOR ENTRY:**

F. MICHIE GIBSON, JR.
*Attorney for Mother*
404 James Robertson Pkwy., Ste. 1623
*Address*
Nashville, TN 37219
*Address*
(615) 244-0095/#13547
*Phone and BPR Number*

Patricia G. Campbell
*Attorney for Father*
144 Second Ave. North, Suite 200
*Address*
Nashville, TN 37201
*Address*
(615) 259-3167/#12008
*Phone and BPR Number*

*Note: The judge 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: Husband.

It is so ORDERED this the 11th day of December, 2001.

Judge

**Child Support Worksheet**

FILED FILED

## 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: | GAIL EHRMANN | X | | |
| Name of Father: | KENNETH ROBERT EHRMANN, JR. | | X | |
| Name of non-parent Caretaker: | | | | |

2007 DEC 11 AM 11:37 2007 NOV 16 AM 9:38

RICHARD R. ROOKER, CLERK RICHARD R. ROOKER, CLERK

TCSES case #:

Docket #:

Court name: D.C. D.C.

| Name(s) of Child(ren) | Date of Birth | Days with Mother | Days with Father | Days with Caretaker |
|---|---|---|---|---|
| RACHEL EHRMANN | 2/4/1993 | 285 | 80 | |
| DANIEL EHRMANN | 4/17/1998 | 285 | 80 | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

## 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 | | $ 441.01 | $ 2,778.00 | |
| 1a | Social Security benefit for child | | + | + | |
| 1b | Self-employment tax paid | | + | + | |
| 1c | Subtotal | | 441.01 | 2,778.00 | |
| 1d | Credit for in-home children | | - 0.00 | - 0.00 | |
| 1e | Credit for not-in-home children | | - 0.00 | - 0.00 | |
| 2 | Adjusted Gross Income (AGI) | | $ 441.01 | $ 2,778.00 | |
| 2a | Combined Adjusted Gross Income | $3,219.01 | | | |
| 3 | Percentage Share of Income (PI) | | 14% | 86% | |

## Part III. Parents' Share of BCSO

| | | | | |
|---|---|---|---|---|
| 4 | BCSO allotted to primary parent's household | $ 877.00 | $ 0.00 | $ 0.00 |
| 4a | Share of BCSO owed to primary parent | $ 0.00 | $ 754.22 | |
| 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 | $ 754.22 | |

## Part IV. Additional Expenses

| | | Mother \ Column A | Father \ Column B | Nonparent Caretaker \ Column C |
|---|---|---|---|---|
| 8a | Children's portion of health insurance premium | $ | $ | $ |
| 8b | Recurring uninsured medical expenses | $ | $ | $ |
| 8c | Work-related childcare - Payroll Deducted | $ | $ | $ |
| 8d | Work-related childcare - Non-Payroll Deducted | $ | $ | $ |
| 9 | Total additional expenses | $ 0.00 | $ 0.00 | $ 0.00 |
| 10 | Share of additional expenses owed | $ 0.00 | $ 0.00 | |
| 11 | Adjusted Support Obligation (ASO) | $ 0.00 | $ 754.22 | |

** 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 | $ 754.00 | |

* 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 | $ 754.00 | |
| 16 | FCSO adjusted for SS benefit, Line 1a, Obligor's column. | $ 0.00 | $ 754.00 | |

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

## Preparer's Use Only

Name: Date: 9/11/2007
Title:

**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: | CARI EHRMANN | X | | |
| | Name of Father: | KENNETH ROBERT EHRMANN, JR. | | X | |
| | Name of non-parent Caretaker: | | | | |
| | TCSES case #: | | | | |
| | Docket #: | | | | |
| | Court name: | | | | |

## 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.

| | | | Mother | Father |
|---|---|---|---|---|
| Parent Income Information | 1 | Applicable gross income from CS worksheet | $ 441.01 | $ 2,778.00 |
| In-Home Children | 2 | Below, list qualified children living in the parent's home (*if none, skip to line 6*): | | |
| | 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*): | | |
| | 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 |

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

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

**Excel Summary Sheet**

**ISSS - Income Shares Summary Screen** ***Remember to click button any time you have made changes to previous sheets

DECSSXXX Inquire Add Update 00:00:00

XXXXXXX CSES - INCOME SHARES SUMMARY SCREEN (ISSS) 00-00-0000

CASE ID TYPE X / X STATUS A CLASS XXX / ?

NCP XXXXXXXXXXXXXX ID 000000000 RTD XX OFFICE 000

CP XXXXXXXXXXXXXX ID 000000000 RTD XX USERID XXXXXXX

DOCKET + # OF CHILDREN FOR THIS ORDER 2 NOTEPAD N

PARENTING TYPE ST - STANDARD PARENTING WORKSHEET DATE 9/11/2007 MORE +

| | | MOTHER | FATHER | NP CTAKER |
|---|---|---|---|---|
| PI MOTHER 14% PI FATHER 86% | | | | |
| EACH PARENT'S AVERAGE PARENTING TIME | | 0 | 80 | |
| GROSS INCOME SUBTOTAL | LOW INCOME N (Y/N) | 441.01 | 2778.00 | |
| CREDIT FOR CHILDREN | | 0.00 | 0.00 | |
| CHILDREN'S PORTION INS | | 0.00 | 0.00 | |
| RECURRING MEDICAL | | 0.00 | 0.00 | |
| CHILDCARE (P / N / B) | | 0.00 | 0.00 | |
| PCSO | | 0.00 | 754.00 | |

DEVIATION 0.00 SSA BENEFIT 0.00

FCSO 754.00 OBLIGEE CHANGE (Y / N) SV Y (Y/N)

AA539 - 1 Successful INQUIRE

COMMAND ===>

1 = HELP 3 = EXIT 4 = PROMPT 5 = CLER 6 = NOTE 7 = BKWD 8 = FRWD 11 = ORDR 12 = ISCS 13 = ANRF

**ISCS - Income Shares Children Screen**

| O/C | Name | DOB | IN Home | PRP/ARP |
|---|---|---|---|---|
| O | RACHEL EHRMANN | 2/4/1993 | | |
| O | DANIEL EHRMANN | 4/17/1998 | | |

**IT IS, ORDERED, ADJUDGED AND DECREED** that all provisions of said Marital Dissolution Agreement and Parenting Plan are hereby approved and made the judgment of this Court.

**IT IS, FURTHER, ORDERED, ADJUDGED AND DECREED** by the Court that all costs of this cause are taxed to the Husband, whose current address 4528 S. Aladdin Court, Springfield Missouri 65804, for which execution may issue if necessary.

**ENTERED** this 14th day of December, 2007.

**HONORABLE ~~CAROL L. SOLOMAN~~**
John Maxwell, Sol. Ct. Judge

**APPROVED FOR ENTRY:**

F. Michie Gibson

**F. ~~MICHIE~~ GIBSON, JR., #13547**
**Attorney for Cari Ehrmann**
**Kittrell, Gibson & Jones**
404 James Robertson Parkway
Suite 1623, Parkway Towers
Nashville, Tennessee 37219
(615) 244-0095

by permission

Patricia G. Campbell

**PATRICIA G. CAMPBELL #12008**
**Attorney for Kenneth Robert Ehrmann, Jr.**
144 Second Avenue, North
Suite 200
Nashville, TN 37201
(615) 259-3167

CERTIFICATE OF SERVICE

DOCKET NO. 07D527

Pursuant to Rule 58(3) of the Tennessee rules of Civil Procedure, I hereby certify I have mailed a copy of the foregoing Judgment to the parties/counsel listed below, on this 12TH day of December, 2007.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____

Deputy Clerk

F. MICHIE GIBSON, JR., ATTORNEY
KITTRELL, GIBSON & JONES
404 JAMES ROBERTSON PARKWAY
SUITE 1623, PARKWAY TOWERS
NASHVILLE, TN 37219

PATRICIA G. CAMPBELL,
ATTORNEY
144 2ND AVE. NORTH, SUITE 200
NASHVILLE, TN 37201

**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 11 day of DECEMBER , 2007 , in the Case Number 07D527 between EHRMANN, CARI Plaintiff, and EHRMANN, KENNETH ROBERT JR. 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 29 day of AUGUST in the year two thousand eight and in the 232nd year of American Independence.

**RICHARD R. ROOKER,** Clerk,

By R Thomas
Deputy Clerk

SEAL

