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FILED

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2009 MAY 12 PM 4:33

RICHARD R. ROOKER, CLERK

CHRISTINA MARIE (SHRIVER) PISTEL,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. **09D185**
	)	
ERIC THOMAS PISTEL,	)	
	)	
Defendant.	)	

BILL GARRETT, Davidson County
Trans:T20090038487 DEEDDIV
Recvd: 06/09/09 16:09 24 pgs
Fees:122.00 Taxes:0.00

20090609-0053610

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 12th day of May, 2009, before the Honorable Philip E. Smith, Judge, upon the Complaint for Absolute Divorce, statement of counsel and testimony of the Plaintiff in open court, and the entire record in this cause, whereupon it appears to the Court that the Plaintiff is entitled to an absolute divorce on the grounds of irreconcilable differences. The Court affirmatively finds that the Marital Dissolution Agreement entered into between the parties has made adequate and sufficient provisions for the equitable settlement of any property rights between the parties; and further, that the Permanent Parenting Plan has made adequate and sufficient provisions for the custody and support of the minor child of the parties.

The Court further finds that the current address of the parties is as follows: Husband - 3447 Shellbark Drive, Whites Creek, Tennessee 37189; Wife - 815 Erin Lane, Nashville, Tennessee 37221.

The Court further finds that unless specifically ordered by this Court, the amount of child support set herein shall not be reduced or prorated by either party.

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IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff, CHRISTINA MARIE (SHRIVER) PISTEL, is granted an absolute divorce from the Defendant, ERIC THOMAS PISTEL, on the ground of irreconcilable differences and is hereby restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement heretofore executed by the parties is hereby adopted in its entirety as an Order of this Court; and further, the Court expressly approves and adopts the Permanent Parenting Plan attached to the Marital Dissolution Agreement as Exhibit "A" as an Order of this Court, and more particularly set out as follows, to wit:

Copy

FOURTH CIRCUIT

09D185 ✓

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RICHARD R. ROOKER, CLERK

D.C.

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made and entered into this the ____ day of _____, 2009, by and between **CHRISTINA MARIE (SHRIVER) PISTEL**, hereinafter called "Wife", and **ERIC THOMAS PISTEL**, hereinafter called "Husband":

C.H.L.

W I T N E S S E T H:

WHEREAS, the parties have encountered marital difficulties which are apparently irreconcilable and hereby acknowledge that a divorce action is pending under the style of Christina Marie (Shriver) Pistel v. Eric Thomas Pistel, Docket No. 09D185 in the 4th Circuit Court for Davidson County, Tennessee. Each of the parties hereby submits his or her person and property to the jurisdiction of said Court and waives further service of process; and,

WHEREAS, the parties hereto are mutually desirous of adjusting certain property rights between themselves; and,

WHEREAS, the parties further desire to comply with the conditions precedent to the granting of a divorce on the basis of irreconcilable differences under T.C.A. Section 36-4-101;

NOW, THEREFORE, said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. The parties are the parents of two (2) minor children: Paige Marie Pistel, date of birth 9/21/1994; and Cheyenne Marie Pistel, date of birth 5/8/1997. Provision for the residential care and support of these minor children is made in the Parenting Plan appended hereto and made part hereof by reference.

Copy

2. The parties are the owners of certain property known as 3447 Shellbark Drive, Whites Creek, Davidson County, Tennessee, which property is solely in the name of the Husband but which is entirely marital property and which is more particularly described as follows:

> BEING Lot No. 9, Resubdivision of Reserve Parcels B, C, & D, Hickory Hollow, as recorded in Book 4675, page 152, Register's Office, Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate description of said lot.
>
> BEING the same property conveyed to Eric Pistel by deed from Cameron V. Stokes and wife, Katrina Stokes, of record as Instrument No. 20030718-0101210, Register's Office for Davidson County, Tennessee.

The parties agree that the Wife is entitled to a share of marital equity in said residence, and the Wife hereby is granted and shall retain a lien upon the above-described property for the payment of her equity therein. Husband shall have a period of thirty-six (36) months from the date of entry of the parties' Final Decree in which to pay the Wife her equity in full, at which time, the Wife shall execute an appropriate Release. The Husband agrees that he shall hold the Wife harmless from the mortgage indebtedness on this property which is solely in his name. The parties agree that in order to determine the Wife's equity, they shall have the property appraised at the time of the twenty-fourth month following their divorce, and Husband shall then pay to Wife one-half the appraised value, less one-half of the mortgage indebtedness remaining upon the property at that time.

3. The parties agree that the Wife shall retain the 2005 Toyota Sequoia vehicle and the Husband shall pay the lien on this vehicle which is titled solely to him each month as alimony to the Wife, until Wife receives her equity from the residence. At that time, the Wife shall pay one-half the remaining loan balance on the vehicle and the Husband shall pay one-half to obtain clear title to the vehicle. The parties agree that upon payment in full of the vehicle note, the vehicle shall be transferred to the Wife. Husband shall further maintain any and all necessary full coverage insurance

Copy

for this vehicle at his expense also as alimony to the Wife. The parties agree that in the event of destruction or irreparable damage to this vehicle for any reason, prior to payment in full of the indebtedness, any insurance payments to the Husband on account of the destruction will be applied to purchase a replacement vehicle for the Wife which shall be titled solely to the Wife once paid in full. Any expense incurred to purchase a satisfactory replacement vehicle for the Wife shall be borne by the Husband, but the parties agree that they shall divide equally any insurance deductible for the vehicle. The parties agree that the Husband's obligation to make lien payments on any replacement vehicle shall cease no later than five years from the date of the parties' divorce and at that time, should a replacement vehicle have been purchased, the Wife shall assume and hold Husband harmless from any remaining indebtedness on the replacement vehicle.

4. The Husband shall keep the parties' boat and shall assume and hold the Wife harmless from any indebtedness thereupon. Husband shall divide his bonus from the Artesia job equally with Wife, as well as any 2008 Christmas bonus. Wife shall further receive one-half (½) of all bonuses Husband receives during calendar year 2009.

5. The parties agree that they have already divided their household goods and furnishings and each shall keep those items presently in his or her possession except that the Wife may receive the dining room furniture and certain decorative items and plants from the residence. Further, each party shall receive his or her own clothing, jewelry and personal effects.

6. The Wife has removed her name from the Husband's checking account which the Husband shall henceforth keep free and clear of claims of the Wife. The Wife will obtain her own separate checking account.

7. The parties have no retirement investment or savings accounts.

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8. The parties agree that the Husband will pay fifty percent (50%) of the Wife's student loan debt incurred during the marriage. The Wife shall be responsible for any and all student loan debt incurred after January 1, 2009. Each party shall assume and pay and hold the other party harmless from any and all credit card indebtedness appearing in his or her sole and separate name.

9. The Wife shall obtain her own health insurance coverage subsequent to the divorce.

10. The parties agree that the Husband shall reimburse the Wife for fifty percent (50%) of her attorney's fees and court costs incurred in this matter no later than March 31, 2009.

11. The Wife shall be restored to her maiden surname of "Shriver."

12. With respect to each parties' responsibility for payment of certain debts and liabilities and their obligations to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under 11 U.S.C. §523(5) of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not part of the property settlement. The division of property is set forth elsewhere in this Marital Dissolution Agreement.

13. If in the connection with any joint Federal Income Tax Returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by either or both the parties, depending upon whether the deficiency arose out of the individual income, deduction, or mis-reporting of one or the other party and if so, to that extent. The parties agree to hold one another harmless for any and all amounts determined to be due and owing to the Internal Revenue Service under this paragraph, as well as any costs reasonably incurred to defend a return or representation at any audit of any return filed jointly by the parties.

14. In the event a creditor of either party makes a claim against the other party, which is upheld by a Court of competent jurisdiction, to pay any debt for which that party is not

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responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover from the responsible party the amount of any payment he or she makes, including interest, and expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

15. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

16. It is further understood and agreed that this Agreement shall in no way restrict either party's right to maintain any suit for divorce, and it shall in no way restrict either party's rights to make a defense to such suit. It is further understood and agreed by and between the parties that in the event a divorce is granted, this instrument shall be incorporated in the divorce decree insofar as it undertakes to settle the matter of alimony and the property rights of the parties hereto, subject to the approval of the Court.

17. It is further understood and agreed that this Marital Dissolution Agreement is intended to be a final settlement agreement of the property rights of the respective parties hereto, and is a full discharge of each party from all other obligations to support the other party and a discharge from all other claims arising out of their marital relationship and that each party waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction in the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent and distribution, alimony and support, right to act as administrator or executor of the other's estate and this agreement applies to all property now owned by the wife and the husband, or any property that either of them may acquire in the future.

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18. Each of the parties agrees to execute all instruments in a timely fashion to carry out the transfer of the various property rights covered in this Agreement.

19. Each of the parties hereto covenants with the other that from this date forward neither will contract any indebtedness upon the credit of the other, and if either shall be compelled to pay any debt of the other, then the party for whose benefit such payment shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

20. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

21. It is further understood and agreed by and between the parties that this Marital Dissolution Agreement is entered into without undue influence, fraud, coercion or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the said parties have, having read this instrument and familiarized themselves with its contents, signed and executed this instrument on the day and date above written.

Christine M. Pistel

CHRISTINA MARIE (SHRIVER) PISTEL

Eric T. Pistel

ERIC THOMAS PISTEL

Copy

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public, in and for said County and State, the within named CHRISTINA MARIE (SHRIVER) PISTEL, who acknowledged that she executed the above Marital Dissolution Agreement for the purposes therein contained.

This the 15 day of January, 2009.

GRAYSON SMYTH CAVE STATE TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

NOTARY PUBLIC

My Commission Expires: 3.20.2010

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public, in and for said County and State, the within named ERIC THOMAS PISTEL, who acknowledged that he executed the above Marital Dissolution Agreement for the purposes therein contained.

This the 16th day of January, 2009.

NOTARY PUBLIC

My Commission Expires: May 22, 2010

KAREN S. GROVES STATE OF TENNESSEE NOTARY PUBLIC

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FOURTH CIRCUIT

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2009 JAN 22 AM 9:22

RICHARD R. ROOKER, CLERK

STATE OF TENNESSEE	COURT *(Must be completed)* Circuit	COUNTY *(Must be completed)* Davidson
PERMANENT PARENTING PLAN ORDER ☐ PROPOSED ☒ AGREED ☐ ORDERED BY THE COURT		FILE NO. 90D185 *(Must be completed)* DIVISION CIV
PLAINTIFF *(Name: First, Middle, Last)* **Christina Marie (Shriver) Pistel** ☒ Mother ☐ Father	DEFENDANT *(Name: First, Middle, Last)* **Eric Thomas Pistel** ☐ Mother ☒ Father	

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RICHARD R. ROOKER, CLERK

D.C.

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

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

Child's Name	Date of Birth
Paige Marie Pistel	**9/21/1994**
Cheyenne Marie Pistel	**5/8/1997**

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent is **Father**

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

Mother **132** days Father **233** 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 **Friday at 7:00 p.m.** *Day and Time* to **Sunday at 6:00 p.m.** *Day and Time*

☐ every week ☒ every other week ☐ other: _____.

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

At least one additional weeknight - take to school next morning

From _____ to _____
Day and Time *Day and Time*

☒ every week ☐ every other week ☐ other: _____.

This parenting schedule begins ☐ _____ or ☐ date of the Court's Order.
Day and Time

C. HOLIDAY SCHEDULE AND OTHER SCHOOL FREE DAYS

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

	MOTHER	FATHER
New Year's Day	Odd	Even
Martin Luther King Day	Odd	Even
Presidents' Day	Odd	Even
Easter Day (unless otherwise coinciding with Spring Vacation)	Odd	Even
Passover Day (unless otherwise coinciding with Spring Vacation)	Odd	Even
Mother's Day	Every	N/A
Memorial Day (if no school)	Odd	Even
Father's Day	N/A	Every
July 4th	Odd	Every
Labor Day	Odd	Even
Halloween	Odd	Even
Thanksgiving Day & Friday	Odd	Even
Children's Birthdays	Odd	Even
Other School-Free Days	Odd	Even
Mother's Birthday	Every	N/A
Father's Birthday	N/A	Every
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 **as agreed by parties**.

D. FALL VACATION (*If applicable*)

The day to day schedule shall apply except as follows: **Alternate or divide equally by agreement** beginning _____.

E. WINTER (CHRISTMAS) VACATION

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

Other agreement of the parents: **alternate or divide equally by agreement**

Copy

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

The day-to-day schedule shall apply except as follows: **alternate or divide equally by agreement** beginning _____.

G. **SUMMER VACATION**

The day-to-day schedule shall apply except as follows: **each parent may have up to two weeks consecutive for vacation purposes** beginning _____.

Is written notice required? ☐ Yes ☒ No. If so, _____ number of days.

H. **TRANSPORTATION ARRANGEMENTS**

The place of meeting for the exchange of the child or children shall be: **at parents homes - parties will share transportation equally**.

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 :

_____

_____

_____.

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:

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Educational decisions	☐ mother	☐ father	☒ joint
Non-emergency health care	☐ mother	☐ father	☒ joint
Religious upbringing	☐ mother	☐ father	☒ joint
Extracurricular activities	☐ mother	☐ father	☒ joint
_____	☐ mother	☐ father	☐ joint

III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Father's gross monthly income is $ **4,600.00**
Mother's gross monthly income is $ **1,993.00**

1. The final child support order is as follows:
   a. The ☐ mother ☒ father shall pay to the other parent as regular child support the sum of $ **16.00** ☐ 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. _____.
☐ income assignment not required; Explanation:_____.
☐ other:_____.

The parents acknowledge that court approval must be obtained before child support can be reduced or modified.

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

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B. FEDERAL INCOME TAX EXEMPTION*

The ☒ mother ☐ father is the parent receiving child support.

The Mother shall claim the following children: **Cheyenne Pistel**

The Father shall claim the following children: **Paige Pistel**

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 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:

☐ 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.

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* 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.

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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 $ **50,000.00** by whole life or term insurance. Until the child support obligation has been completed, each policy shall name the child/children as sole irrevocable primary beneficiary, with the ☐ other parent ☒ other **parent**, as trustee for the benefit of the child(ren), to serve without bond or accounting.

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

The child or children are scheduled to reside the majority of the time with the ☐ mother ☒ father. This parent is designated as the primary residential parent also known as the custodian, **SOLELY** for purposes of any other applicable state and federal laws. If the parents are listed in Section II as joint decision-makers, then, for purposes of obtaining health or other insurance, they shall be considered to be joint custodians. THIS DESIGNATION DOES NOT AFFECT EITHER PARENT'S RIGHTS OR RESPONSIBILITIES UNDER THIS PARENTING PLAN.

V. DISAGREEMENTS OR MODIFICATION OF PLAN

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

- ☒ Mediation by a neutral party chosen by the parents or the Court.
- ☐ 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;

Copy

(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.

Copy

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.)***

Gaulia M. Patel — 11-14-08 Davidson County
Mother — Date and Place Signed

Sworn to and subscribed before me this 14th day of NOV., 2008.

My commission expires: 5/22/2010 — Notary Public

Eric T. Patel — 1/16/09
Father — Date and Place Signed

Sworn to and subscribed before me this 16th day of January, 2009.

My commission expires: May 22, 2010 — Notary Public

APPROVED FOR ENTRY:

Grayson Smith Cannon
Attorney for Mother
P. O. Box 749
Address
Goodlettsville, TN 37070-0749
Address
(615) 851-1880 BPR No. 13183
Phone and BPR Number

Attorney for Father
Address
Address
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:

It is so ORDERED this the 12th day of May, 2009.

Judge or Chancellor

Copy

Effective as of 7/22/2008

State of Tennessee - Department of Human Services

10/30/2008 - 10:45 AM

Child Support Worksheet

FILED 09D185
2009 JAN 22 AM 9:22
RICHARD R. ROCKER, CLERK
D.C.

2010 MAY 12 PM 4:33
RICHARD R. ROCKER, CLERK
D.C.

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:	Christina Pistel			
Name of Father:	Eric Pistel		X	
Name of non-parent Caretaker:				
TCSES case #:	00000			
Docket #:				
Court name:	Circuit Court for Davidson County			

Name(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
Paige Pistel	9/21/1994	132	233	
Cheyenne Pistel	5/8/1997	132	233	

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		$ 1,993.00	$ 4,600.00	
1a	Federal benefit for child		+	+	
1b	Self-employment tax paid		-	-	
1c	Subtotal		1,993.00	4,600.00	
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)		$ 1,993.00	$ 4,600.00	
2a	Combined Adjusted Gross Income	$6,593.00			
3	Percentage Share of Income (PI)		30%	70%	

Part III. Parents' Share of BCSO

		Mother	Father	Nonparent Caretaker
4	BCSO allotted to primary parent's household	$ 0.00	$ 1268.00	$ 0.00
4a	Share of BCSO owed to primary parent	$ 380.40	$ 0.00	
5	Each parent's average parenting time	132	N/A	
6	Parenting time adjustment	$ -396.38	$ N/A	
7	Adjusted BCSO	$ 0.00	$ 15.98	

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	$	$	$
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	$ 15.98	

Part V. Presumptive Child Support Order

		OBLIGATION	
12	Presumptive Child Support Order (PCSO)	$ 0.00	$ 16.00

* Enter the difference between the greater and smaller numbers from Line 11 except in non-parent caretaker situations.

Low Income? N (N=15% Y=7.5%)

Current Order Flat %? N (N / Y)

Modification of Current Child Support Order

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

Part VI. Deviations and FCSO

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

14	Deviations (Specify):	$	$
15	Final Child Support Order (FCSO)	$ 0.00	$ 16.00
16	FCSO adjusted for Federal benefit. Line 1a. Obligor's column.	$ 0.00	$ 16.00

Comments, Calculations, or Rebuttals to Schedule

Preparer's Use Only

Name:

Title:

Date: 10/30/2008

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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:	Christina Pistel		X	
	Name of Father:	Eric Pistel	X		
	Name of non-parent Caretaker:				
	TCSES case #:	00000			
	Docket #:				
	Court name:	Circuit Court for Davidson County			

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	$ 1,993.00	$ 4,600.00
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

	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

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Additional Credit Sheet

Other Children (Continued from Credit Worksheet)

In-Home Children

Below, list additional qualified children living in the parent's home:

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

Not-In-Home Children

Below, list additional qualified children not living in the parent's home:

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

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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 00000 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 10/30/2008
MORE +

		MOTHER	FATHER	NP CTAKER
PI MOTHER 30% PI FATHER 70%				
EACH PARENT'S AVERAGE PARENTING TIME		132	0	
GROSS INCOME SUBTOTAL	LOW INCOME N (Y/N)	1993.00	4600.00	
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	16.00	

DEVIATION 0.00 SSA BENEFIT 0.00
FCSO 16.00 OBLIGEE CHANGE _ (Y / N) SV Y (Y/N)

AA539 - I : 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	Paige Pistel	9/21/1994		
O	Cheyenne Pistel	5/8/1997		

Copy

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Wife is hereby restored to her maiden surname of "Shriver."

IT IS FINALLY ORDERED, ADJUDGED AND DECREED that the costs of this cause are taxed to the parties equally as set out in the Marital Dissolution Agreement, for which execution may issue, if necessary.

ENTERED this the 12th day of May, 2009.

PHILIP E. SMITH, Judge

Approved for Entry:

CANNON & CANNON, ATTORNEYS, P.C.

By: _____
GRAYSON SMITH CANNON
Attorney for Plaintiff/Wife

Post Office Box 749
122 East Cedar Street
Goodlettsville, Tennessee 37070-0749
Telephone: (615) 851-1880
Facsimile: (615) 851-1221
BPR No. 13183

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been forwarded to:

Mr. Eric Thomas Pistel
3447 Shellbark Drive
Whites Creek, Tennessee 37189

on this the 12 day of May, 2009.

By: _____
GRAYSON SMITH CANNON

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 FOURTH Circuit Court for Davidson County, Tennessee, on the 12 day of MAY , 2009 , in the Case Number 09D185 between PISTEL, CHRISTINA MARIE SHRIVER Plaintiff, and PISTEL, ERIC THOMAS 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 26 day of MAY in the year two thousand nine and in the 232nd year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

SEAL

