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

BILL GARRETT, Davidson County
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RICHARD R. ROOKER, CLERK

ANNA F. HUBBARD,

Plaintiff,

v.

BENJAMIN W. PYLES,

Defendant.

Docket No. ~~09D-2034~~ D.C.

NOTICE OF ENTRY REQUESTED

SCANNED
8-2-2010 COT

FINAL DECREE OF DIVORCE

This cause came to be heard on the 29th day of June, 2010, before the Honorable Carol Soloman, Judge of the Eighth Circuit Court for Nashville, Davidson County, Tennessee, upon the Wife's Complaint for Absolute Divorce, submission to the Court of a duly executed Marital Dissolution Agreement, Permanent Parenting Plan, and the entire record. From all of which the Court finds that the Wife should be awarded an absolute divorce upon the grounds of irreconcilable differences. The Court further affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between parties. The Court further finds that all issues of the minor child including [illegible], child support, and shared parenting are included in the Permanent Parenting Plan executed by the parties.

It is, therefore, ORDERED, ADJUDGED, and DECREED that the Wife, ANNA F. HUBBARD, should be and is hereby granted an absolute divorce from the Husband, BENJAMIN W. PYLES, upon the grounds of irreconcilable differences, and that she should be and is hereby restored to all of the rights and privileges of an unmarried person.

It is, further, ORDERED, ADJUDGED, and DECREED that the Marital Dissolution Agreement and Permanent Parenting Plan heretofore executed by the parties is hereby adopted in its entirety as an Order of this Court, and more particularly set out as follows, to wit:

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RICHARD R. ROOKER, CLERK
D.C.

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

ANNA FAIRLIGHT HUBBARD, Plaintiff,	)	
vs.	)	Docket No. 09D2034
BENJAMIN WESLEY PYLES, Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

WHEREAS, ANNA FAIRLIGHT HUBBARD, (hereinafter referred to as the "Wife") and BENJAMIN WESLEY PYLES, (hereinafter referred to as the "Husband") have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and,

WHEREAS, the parties are presently living separate and apart; and,

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement providing for the division of their property and debts, and to tender this Agreement to the Court for approval in the event that a Final Decree of Divorce is granted in this cause; and,

WHEREAS, the parties desire to enter into a Permanent Parenting Plan providing for all issues of the parties' minor child including visitation, child support, and shared parenting; and,

WHEREAS, it is understood that the Wife has filed suit for absolute divorce upon the grounds of irreconcilable differences in the Eighth Circuit Court for Davidson County, Tennessee, pursuant to Tennessee Code Annotated 36-4-103. It is further understood that the Husband, by signing this Agreement, makes a general appearance before the Eighth Circuit Court of Davidson County, Tennessee, so that it will not be necessary to obtain service of process over the Husband in

this cause, for the purpose of granting the Wife a divorce upon the grounds of irreconcilable differences; and

WHEREAS, there is one (1) minor child born of this marriage, namely, to wit, INDIGO RAIN PYLES, d.o.b. 5/20/2004;

WHEREAS, the Wife own real property and do own some items of personal property;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I. NO INTERFERENCE.

It is agreed by and between the parties, that each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. It is further agreed that neither party shall molest nor threaten nor harass the other.

II. DIVORCE.

It is agreed by and between the parties that the Wife shall proceed to obtain an absolute divorce upon the grounds of irreconcilable differences.

III. PERSONAL PROPERTY.

a) Vehicles. It is agreed by and between the parties that the Wife shall keep as her sole property the 1999 Volvo which she drives as her vehicle, titled in the Wife's name. Any interest of the Husband in the vehicle is hereby divested from the Husband and reinvested in the Wife so that the Wife shall own said vehicle as her sole property, free and clear of any claim of the Husband. It is further agreed that the Wife shall be solely responsible for any debts and encumbrances thereon, and that she shall indemnify and hold the Husband harmless thereon.

It is agreed by and between the parties that the Husband shall keep as his sole property the 2006 Honda Shadow motorcycle and his current vehicle, which he drives as his vehicles, titled in

the Husband's name. Any interest of the Wife in the vehicle is hereby divested from the Wife and reinvested in the Husband so that the Husband shall own said vehicle as his sole property, free and clear of any claim of the Wife. It is further agreed that the Husband shall be solely responsible for any debts and encumbrances thereon, and that he shall indemnify and hold the Wife harmless thereon.

b) Household Furniture, Fixtures & Appliances. It is agreed by and between the parties that they shall each own as their sole property the household items now in their possession, free and clear of any interest or claim of the other party.

c) Bank Accounts. It is agreed by and between the parties that each party shall own as their sole property any and all bank accounts, being checking, savings or otherwise, that they have in their sole names. It is further agreed by and between the parties that each party shall relinquish any claim that they may have in any funds in the bank account in the name of the other. The parties acknowledge that they do not have a joint bank account.

The parties acknowledge that they have already divided between themselves all other items of tangible personal property. It is agreed by and between the parties that each party shall own as their sole property all items of personal property now in their possession. Any interest of one party in the personal property in the possession of the other party is hereby divested from the one and reinvested in the other so that they shall each own that property in their possession as their sole property, free and clear of any claim of the other.

IV. REAL PROPERTY.

It is agreed by and between the parties that the Husband shall relinquish any interest that Husband might have in the real property owned by the parties located at 4909 Tanglewood Drive, Nashville, Davidson County, Tennessee, and more particularly described below, so that the Wife

shall own this property free and clear of any interest or claim of the Husband, and any interest of the Husband shall be divested from Husband and reinvested in the Wife. The property is more particularly described as follows:

> A certain tract or parcel of located in Davidson County, Tennessee, described as follows to-wit:
> Land in Davidson County, Tennessee, being part of a 7.48 acre tract in the 11th Civil District, and being known as part of Block 3 on the Map of A.J. McGaughey's Second Hayesboro Subdivision, of record in Book 547, page 43, Register's Office for said County, and being known as Lot No. 6 on an unrecorded map showing a subdivision of the R.M. Condra property, described according to a survey made April 30, 1947, by W.W. Turner Co., Engineers, as follows:
> Beginning at a point in the westerly margin of an unname road at the corner of Lots Nos. 6 and 7 shown on said plan; thence with the margin of said Road, northerly 129.5 feet to an off-set in said road, and continuing with said off-set westerly to the margin of a drive shown on said plan, a corner of the lot marked Llewellyn; thence along side Drive, northwesterly, around a curve, 29.5 feet to a point , and containing with Llewellyn's line. Northwesterly 122 feet to a point on the margin of Bradford's Spring Branch; thence south 47'5" West 208.4 feet to the corner of Lots Nos. 6 and 7; thence with the line between said lots, south 67' west 255 feet to the point of beginning.

It is further agreed by and between the parties that the Wife shall have six (6) months from the entry of the Final Decree of Divorce to refinance the mortgage on said property. Husband agrees to sign and all necessary documentation to effectuate the refinance. In the event the property is not refinanced within six (6) months, the Wife agrees to place the property on the market to effectuate removing the Husband's name from said mortgage.

It is further agreed by and between the parties that the Wife shall be solely responsible for the encumbrance on the aforesaid real property and that Wife shall indemnify and hold the Husband harmless thereon.

V. RETIREMENT PLANS.

The parties acknowledge that the Wife has acquired an interest in a retirement/pension/profit sharing plan, but not as result of her employment. It is agreed by and between the parties that the Husband shall relinquish any claim or interest that he might have in the retirement/pension/profit sharing plan of the Wife. It is agreed by and between the parties that the interest of Husband in the retirement/pension/profit sharing plan of the Wife shall be divested from him and reinvested in the Wife, so that Wife shall own her retirement/pension/profit sharing plan as her sole property, free and clear of any interest or claim of the Husband.

The parties acknowledge that the Husband has acquired an interest in a retirement/pension/profit sharing plan with Southwest Airlines. It is agreed by and between the parties that the Wife shall relinquish any claim or interest that she might have in the retirement/pension/profit sharing plan of the Husband. It is agreed by and between the parties that the interest of the Wife in the retirement/pension/profit sharing plan of the Husband shall be divested from her and reinvested in the Husband, so that the Husband shall own his retirement/pension/profit sharing plan as his sole property, free and clear of any interest or claim of the Wife.

VI. MARITAL DEBTS.

It is agreed by and between the parties that they have incurred no joint debts during the marriage. It is further agreed by and between the parties that each party shall be solely responsible for any other debts that they have acquired in their respective names and not set forth specifically herein, and that they shall each indemnify and hold the other harmless thereon.

VII. ALIMONY.

It is agreed by and between the parties that neither party shall make any claim for alimony against the other, either now or in the future.

VIII. NO FURTHER ENCUMBRANCES.

It is agreed by and between the parties that neither party shall further encumber the credit of the other from and after the date of signing this Marital Dissolution Agreement.

IX. INCOME TAXES.

The parties agree that they shall assume any and all liability whatsoever for any joint indebtedness to the United States Internal Revenue Service incurred by the parties during their marriage prior to December 31, 2009. Each party further agrees to indemnify and hold the other party harmless for their portion of any such joint debt.

The parties agree that each shall file a separate income tax return for the 2010 tax year, and each shall be solely responsible for the payment of any federal income tax owed on their separate returns for the 2010 tax year.

X. ATTORNEY FEES.

It is agreed by and between the parties that each party shall pay their own attorney fees for representation in this matter.

XI. COURT COSTS.

It is agreed by and between the parties that the court costs in this action shall be taxed to the parties equally.

XII. PERMANENT INJUNCTION.

It is agreed by and between the parties that both parties should be permanently restrained and enjoined from coming about the other for the purpose of harming, harassing, threatening, or intimidating the other.

XIII. FURTHER NECESSARY ACTS.

It is agreed by and between the parties that both parties will sign any and all deeds, titles, documents or other instruments necessary to carry out the purposes and intents of this Agreement.

XIV. ESTATE WAIVER.

It is agreed by and between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto, and shall constitute a discharge from all claims arising out of their marital relationship, except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the others property, including without limitation, dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other inheritance, descent or distribution, or right to act as administrator or executor/trix of the other's estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

XV. ENTIRE AGREEMENT.

It is agreed by and between the parties that this Agreement contains the entire understanding of the parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein and that all prior and oral agreements are hereby merged with this Agreement. It is further agreed by and between the parties that this Marital Dissolution Agreement may not be amended except in writing by the consent of both parties.

XVI. ENFORCEMENT.

It is agreed by and between the parties that in the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, and if successful, he or she shall also be entitled to a judgment for reasonable expenses including attorney fees incurred in prosecuting the action.

XVII. NO OTHER ASSETS.

The parties acknowledge that there are no other assets owned by them, either jointly or individually, and that they have no interest in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made a full disclosure to each other of all assets in which they have an interest.

XVIII. NO UNDUE INFLUENCE.

It is understood and agreed between the parties that this 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.

XIX. SEVERABILITY.

In the event that any provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable.

XX. AFTER-ACQUIRED PROPERTY.

The parties acknowledge that between the date of execution of this Agreement and entry of a Final Decree of Divorce, the parties may acquire additional property, either real, personal, or mixed. The parties agree that each shall own such after-acquired property as his or her sole property, free and clear of any interest or claim of the other.

XXI. ACCEPTANCE BY THE PARTIES.

With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree

that their obligation is a nondischargeable debt under 11 USC Section 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 a part of the property settlement. The division of property is set forth elsewhere in the Marital Dissolution Agreement.

XXII. TAX EXEMPT STATUS.

This Agreement is a transfer of appreciated property between spouses in connection with a divorce, and is not a sale or exchange or other disposition, but represents a division of property by co-owners.

XXIII. NO TAX ADVICE.

Both parties acknowledge that neither of them are relying upon any tax advice from their respective attorneys and that said attorneys have expressed no expertise regarding the tax ramifications or tax consequences arising out of this Agreement. Each of the parties have been advised by their attorneys to seek tax counseling regarding the consequences of this Agreement from their own accountant or tax attorney and each of the parties acknowledge that they have had an opportunity to do so.

XXIV. DEBT NOTICE

MS by VO

Agreements in this Marital Dissolution Agreement does not necessarily affect the ability of a creditor to proceed against a party or a party's property, even though the party is not responsible under the terms of the Marital Dissolution Agreement for an account, any debt associated with an account or any debt. Therefore, it may be in your best interest to cancel, close or freeze any jointly held accounts

WITNESS OUR HANDS, this 8 day of FEBRUARY, 2010 as to the Wife, and this 8th day of February, 2010 as to the Husband.

ANNA FAIRLIGHT HUBBARD

BENJAMIN WESLEY PYLES

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, ANNA FAIRLIGHT HUBBARD, with whom I am personally acquainted or who provided identification, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 8th day of February, 2010.

NOTARY PUBLIC

RYAN AUSTIN JOHNS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires May 6, 2013

My Commission expires: 5-6-2013

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, BENJAMIN WESLEY PYLES, with whom I am personally acquainted or who provided identification, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 8th day of February, 2010

NOTARY PUBLIC

TREVOR CLARK STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires May 6, 2013

My Commission expires: 5/6/13

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D.C.

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D.C.

STATE OF TENNESSEE	EIGHTH CIRCUIT COURT	DAVIDSON COUNTY

PERMANENT PARENTING PLAN ORDER

DOCKET NO. ~~09D-2034~~

☐ PROPOSED XX AGREED ☐ ORDERED BY THE COURT

PLAINTIFF *(Name: First, Middle, Last)*	DEFENDANT *(Name: First, Middle, Last)*
ANNA FAIRLIGHT HUBBARD	**BENJAMIN WESLEY PYLES**
xx Mother ☐ Father	☐ Mother XX 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 XX is a new plan
☐ modifies an existing Parenting Plan dated Type Date
☐ modifies an existing Order dated Type Date

Child's Name	Date of Birth
INDIGO RAIN PYLES	5/20/2004

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent is MOTHER.

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

Mother 265 days Father 100 days

B. DAY-TO-DAY SCHEDULE

The **XX** 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 after school lets out to Sunday at 6:00 p.m.
Day and Time *Day and Time*

☐ every week XX every other week ☐ other: Enter Other Day and Time

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

From Enter Additional Start Day and Time *Day and Time* to Additional Other End Day and Time *Day and Time*

☐ every week ☐ every other week XX other: The parties are in agreement that due to the Father living in Dallas, TX, the parties will work together in the event the visitation times set forth herein need to be altered.

This parenting schedule begins OCTOBER 15, 2009 **or** ☐ date of the Court 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	Even	Odd
Martin Luther King Day	Every	N/A
Presidents' Day	Every	N/A
Easter Day (unless otherwise coinciding with Spring Vacation)	Odd	Even
Passover Day (unless otherwise coinciding with Spring Vacation)	N/A	N/A
Mother's Day	Every	N/A
Memorial Day (if no school)	Odd	Even
Father's Day	N/A	Every
July 4th	Even	Odd
Labor Day	Odd	Even
Halloween	Even	Odd
Thanksgiving Day & Friday	Odd	Even
Children's Birthdays	Split	Split
Other School-Free Days	Every	N/A
Mother's Birthday	Every	N/A
Father's Birthday	N/A	Every
Other: Enter Any Other Special Days	Enter Odd or Even	Enter Odd or Even

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: The parties are in agreement that due to the Father living in Dallas, TX, the parties will work together in the event the visitation times set forth herein need to be altered

D. FALL VACATION (*If applicable*)

The day to day schedule shall apply except as follows Enter Exception beginning Enter Date.

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 Please Type Date at Please Type Time ☐ 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 parties will split the Christmas Holiday by agreement. The parties are in agreement that due to the Father living in Dallas, TX, the parties will work together.

F. SPRING VACATION (*If applicable*)

The day-to-day schedule shall apply except as follows Please Enter Spring Exception beginning Please Enter Spring Exception Start Date.

G. SUMMER VACATION

The day-to-day schedule shall apply except as follows: Please Enter Summer Exception beginning Enter Start Date of Summer Exception.
Is written notice required? ☐ Yes ☐ No. If so, Please Type Number of Days number of days.

H. TRANSPORTATION ARRANGEMENTS

The place of meeting for the exchange of the child or children shall be: SEE BELOW

Payment of long distance transportation costs *(if applicable):* ☐ mother xx Father ☐ both equally.
Other arrangements: The parties are in agreement that the parties daughter may fly to Dallas, Texas to see the Father. The Father will assume responsibility for the transportation for the minor child when exercising his visitation.
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: Type Location of Parenting Time.

☐ Person or organization supervising: Type Person or Organization Supervising.
☐ Responsibility for cost, if any: ☐ mother ☐ father ☐ both equally.

J. OTHER

The following special provisions apply:

Please Type other special provisions that 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:

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

III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Father's gross monthly income is $3750.00
Mother's gross monthly income is $4000.00

1. The final child support order is as follows:
   The ☐ **mother XX Father shall pay to the other parent as regular child support the sum of $402.00 ☐ weekly XX monthly ☐ twice per month ☐ every two weeks. 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 $Please Type Amount of Retroactive Child Support 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 Please Type Date of Child Support Start which shall be paid (including pre/post judgment interest) at the rate of $Please Type Rate of Payment per ☐ week ☐ month -☐ twice per month ☐ -every two weeks until the judgment is paid in full.**

3. Payments shall begin on the Please Type Day of Payment Start day of Please Type Month of Payment Start, 20Please Type last two Digits of Year.

This support shall be paid:

XX 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: Please Type Address of Receiving Parent.
A Wage Assignment Order is attached to this Parenting Plan.

☐ by direct deposit to the other parent at Please Type Name of Bank for deposit in account no. Please Type Account Number.
☐ income assignment not required; explanation: Please Enter Explanation Here.

☐ other: Please Enter Any Other Information Here.

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 XX mother ☐ father is the parent receiving child support.

The Mother shall claim the following children: Indigo Rain Pyles every year.

The Father shall claim the following children: Please TypeChildren's Names

The ☐ mother XX 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

[1] 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.

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
XX 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 XX 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 XX 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 XX 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 child/children as sole irrevocable primary beneficiary, with the XX other parent, ☐ other Please Type Other Information, 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 XX 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:

XX 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 XX certified mail ☐ other: Please Type Other Information

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 XX 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.)***

Mother
and Place Signed

Law Office 2-8-10
Date

Sworn to and subscribed before me this 8th day of February, 2010.

My commission expires: 05/06/13

Notary Public

RYAN AUSTIN JOHNS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires May 6, 2013

Father

Law Office 2-8-10
Date and Place Signed

Sworn to and subscribed before me this 8 day of Feb, 2010.

My commission expires: 05/06/13

Notary Public

RYAN AUSTIN JOHNS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires May 6, 2013

APPROVED FOR ENTRY:

Robert J. Turner
Attorney for Mother
203 3rd Avenue, N. Suite 100
Address
Nashville, TN 37201
Address
615-259-2660/#15107
Phone and BPR Number

Mark C. Scruggs
Attorney for Father
Cavalier Bldg, Suite 508
Address
95 White Bridge Road
Address
Nashville, TN 37205
615-352-8326/#010103
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: Enter How Court Costs Will Be Taxed.

It is so ORDERED this the 29th day of July, 2010.

Carol L. Soehnen
Judge

FILED

09D2034

2010 JUL 29 PM 3:21

RICHARD R. ROOKER, CLERK

D.C.

State of Tennessee - Child Support Worksheet

2010 FEB 17 AM 8:54

Part I. Identification

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

		PRP	ARD	SPLIT
Name of Mother:	Anna Hubbard	X		
Name of Father:	Benjamin Pyles		X	
Name of non-parent Caretaker:				
TCSES case #:				
Docket #:	09D1642			
Court name:	8th Circuit			

Name(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
Indigo Rain Pyles	5/20/2004	265	100	

Part II. Adjusted Gross Income

			Mother / Column A	Father / Column B	Nonparent Caretaker \ Column C
1	Monthly Gross Income		$ 4000.00	$ 3750.00	
1a		Federal Benefit for child	+ 0.00	+ 0.00	
1b		Self-employment tax paid	- 0.00	- 0.00	
1c		Subtotal	$ 4000.00	$ 3750.00	
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)		$ 4000.00	$ 3750.00	
2a	Combined Adjusted Gross Income	$ 7750.00			
3	Percentage Share of Income (PI)		52 %	48 %	

Use Credit Worksheet to calculate line items 1d - 1e

Part III. Parents' Share of BCSO

4	BCSO allotted to primary parent's household	$ 965.00	$ 0.00	$ 0.00
4a	Share of BCSO owed to primary parent	$ 0.00	$ 463.20	
5	Each parent's average parenting time	N/A	100	
6	Parenting time adjustment	$ N/A	$ -48.12	
7	Adjusted BCSO	$ 0.00	$ 415.08	

HS-2968

Part IV. Additional Expenses

	Mother / Column A	Father / Column B	Nonparent Caretaker / Column C
8a Children's portion of health insurance premium	$ 0.00	$ 25.00	$ 0.00
8b Recurring uninsured medical expenses	$ 0.00	$ 0.00	$ 0.00
8c Work-related childcare	$ 0.00	$ 0.00	$ 0.00
9 Total additional expenses	$ 0.00	$ 25.00	$ 0.00
10 Share of additional expenses owed	$ 13.00	$ 0.00	
11 Adjusted Support Obligation (ASO)	$ 13.00	$ 415.08	

Part V. Presumptive Child Support Order

	OBLIGATION	
12 . Presumptive Child Support Order (PCSO)	$ 0.00	$ 402.00

* 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 payor parent	$ 0.00	$ 0.00
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):	$ 0.00	$ 0.00
15 Final Child Support Order (FCSO)	$ 0.00	$ 402.00
16 FCSO adjusted for Federal benefit, Line 1a, Obligor's column	$ 0.00	$ 402.00

State of Tennessee - 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:	Anna Hubbard	X		
	Name of Father:	Benjamin Pyles		X	
	Name of non-parent Caretaker:				
	TCSES case #:				
	Docket #:	09D1642			
	Court name:	8th Circuit			

Part II. Additional 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 for credit worksheet	$ 4000.00	$ 3750.00

In-Home Children

2 Below, list qualified children living in the parent's home (if none, skip to line 7):

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:

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

7	Number of qualified children not living in the parent's home	# 0	# 0
8	Average documented monetary support over last 12 months	$ 0.00	$ 0.00
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

HS-2968

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

ISSS - Income Shares Summary Screen

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 09D1642 # OF CHILDREN FOR THIS ORDER + 1 NOTEPAD N

PARENTING TYPE ST - STANDARD PARENTING WORKSHEET DATE 02/08/2010

MORE +

	PI MOTHER 52% PI FATHER 48%	MOTHER	FATHER	NP CTAKER
EACH PARENT'S AVERAGE PARENTING TIME		0	100	
GROSS INCOME SUBTOTAL	LOW INCOME N (Y/N)	4000.00	3750.00	
CREDIT FOR CHILDREN		0.00	0.00	
CHILDREN'S PORTION INS		0.00	25.00	0.00
RECURRING MEDICAL		0.00	0.00	0.00
CHILDCARE (P / N / B)		0.00	0.00	0.00
PCSO		0.00	402.00	

DEVIATION 0.00 SSA BENEFIT 0.00

FCSO 402.00 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 Indigo Rain Pyles 05/20/2004

It is, further, ORDERED, ADJUDGED, and DECREED that all right, title, and interest that the Husband might have in the real property owned by the parties located at 4909 Tanglewood Drive, Nashville, Davidson County, Tennessee is divested out of Husband and is reinvested in Wife and the Wife owns this property free and clear of any interest or claim of the Husband. The property is particularly described as follows:

> A certain tract or parcel of located in Davidson County, Tennessee, described as follows to-wit:
> Land in Davidson County, Tennessee, being part of a 7.48 acre tract in the 11th Civil District, and being known as part of Block 3 on the Map of A.J. McGaughey's Second Hayesboro Subdivision, of record in Book 547, page 43, Register's Office for said County, and being known as Lot No. 6 on an unrecorded map showing a subdivision of the R.M. Condra property, described according to a survey made April 30, 1947, by W.W. Turner Co., Engineers, as follows:
> Beginning at a point in the westerly margin of an unname road at the corner of Lots Nos. 6 and 7 shown on said plan; thence with the margin of said Road, northerly 129.5 feet to an off-set in said road, and continuing with said off-set westerly to the margin of a drive shown on said plan, a corner of the lot marked Llewellyn; thence along side Drive, northwesterly, around a curve, 29.5 feet to a point , and containing with Llewellyn's line. Northwesterly 122 feet to a point on the margin of Bradford's Spring Branch; thence south 47'5" West 208.4 feet to the corner of Lots Nos. 6 and 7; thence with the line between said lots, south 67' west 255 feet to the point of beginning.

It is, further, ORDERED, ADJUDGED and DECREED that each party is placed on NOTICE that the Martial Dissolution Agreement and this Final Decree of Divorce does not necessarily affect the ability of a creditor to proceed to against a party or a party's property, even though the party is not responsible under the terms of this Final Decree for an account, any debt associated with an account or any debt. Therefore, it may be in your best interest to cancel, close or freeze any jointly held accounts.

It is, further, ORDERED, ADJUDGED, and DECREED that the Court, *sua sponte*, finds that there is a child support arrearage in the amount of Three Thousand Four Hundred Thirty-four Dollars ($3,434.00) as of the date of separation of the parties. The Court finds that child support amount owed by the Father is Four Hundred Two Dollars ($402.00), and that the parties have been separated

for eighteen (18) months making the total child support obligation since separation Seven Thousand Two Hundred Thirty-six Dollars ($7,236.00).

It is, further, ORDERED, ADJUDGED, and DECREED that the Husband paid One Thousand ($1,000.00) on two (2) separate occasions, and most recently gave the Wife Four Hundred Two Dollars ($402.00). Additionally, the Husband has given the Wife airline passes with the fair market value of approximately One Thousand Four Hundred Dollars ($1,400.00). Therefore, the Court finds that taking the total child support amount, Seven Thousand Two Hundred Thirty-six Dollars ($7,236.00), and subtracting out the total amount paid of Two Thousand Four Hundred Two Dollars ($2,402.00) and giving credit for the fair market value of the flight coupons, One Thousand Four Hundred Dollars ($1,400.00), that the unpaid child support obligation since the date of separation is Three Thousand Four Hundred Thirty-four Dollars ($3,434.00).

It is, further, ORDERED, ADJUDGED, and DECREED that the Wife shall have a judgment against the Husband in the amount Three Thousand Four Hundred Thirty-four Dollars ($3,434.00), and that Husband shall liquidate this amount at the rate of One Hundred Dollars ($100.00) per month.

It is, further, ORDERED, ADJUDGED, and DECREED that the costs of this cause should be and are hereby taxed to the parties equally.

The address of the parties at the time of the Final Decree of Divorce are as follows:

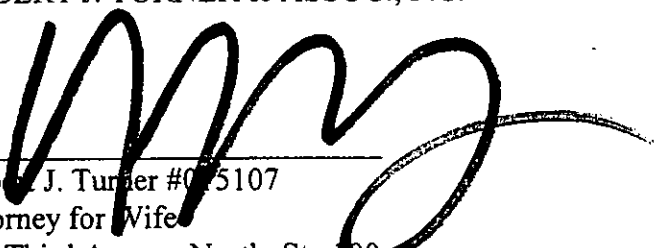
Wife	Husband
4909 Tanglewood Drive	1509 Main Street, #1410
Nashville, Tennessee	Dallas, Texas

ENTERED THIS THE 29th DAY OF July, 2010.

CAROL SOLOMAN, JUDGE

APPROVED FOR ENTRY:

ROBERT J. TURNER & ASSOC., P.C.



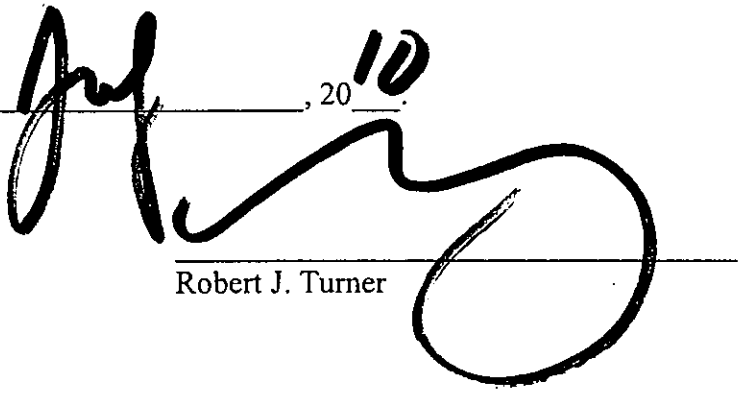
Robert J. Turner #015107
Attorney for Wife
208 Third Avenue North, Ste 100
Nashville, TN 37201
(615) 259-2660

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing document has been sent to the following by (XXX) U. S. Mail, postage prepaid; ( ) hand delivery; ( ) facsimile transmission to _____, hard copy to follow via regular U. S. Mail:

Mark C. Scruggs
Johnson, Scruggs & Barfield
95 White Bridge Rd, Cavalier Building Ste 508
Nashville, TN 37205

This the 21st day of June, 2010.



Robert J. Turner

CERTIFICATE OF SERVICE

DOCKET NO. 09D2034

I hereby certify I have mailed a copy of the foregoing to the parties/counsel listed below, on this 30TH day of JULY, 2010.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____

Deputy Clerk

ROBERT J. TURNER, ATTORNEY
ROBERT J. TURNER & ASSOC.
208 3RD AVE. NORTH, SUITE 100
NASHVILLE, TN 37201

MARK C. SCRUGGS, ATTORNEY
JOHNSON, SCRUGGS & BARFIELD
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NASHVILLE, TN 37205