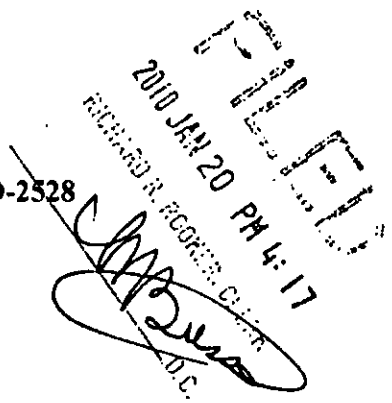
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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JUSTIN BIBRY PINKELTON,	)	
	)	
Husband	)	
	)	
v	)	**DOCKET NO. 09D-2528**
	)	
JENNIFER LEIGH PINKELTON,	)	
	)	
Wife	)	



FINAL DECREE

This cause came on to be heard on the 20th day of January, 2010, before the Honorable Philip E. Smith, Circuit Court Judge, upon the pleadings and papers filed by the parties and the entire record in this cause, from all of which the court finds as follows:

(1) The parties have irreconcilable differences.

(2) The parties have in a written marital dissolution agreement made adequate and sufficient provision for the equitable settlement of all issues between themselves; and they have by a written parenting plan (including an "Additional Agreement Regarding Children") made adequate provision for the support and residential schedule of their minor children.

(3) The statutory waiting period has elapsed.

(4) The parties' current residence addresses are as follows:

Justin Bibry Pinkelton	Jennifer Leigh Pinkelton
311 Brentwood Place	1052 Jacobs Valley Road
Nashville, Tennessee 37211	Joelton, Tennessee 37080

It is therefore **ORDERED** that the marital dissolution agreement and the parenting plan (including the "Additional Agreement Regarding Children") that are set out in the following pages be approved and made the order of the court.

BILL GARRETT, Davidson County
Trans:T20120037594 DEEDDIV
Recvd: 05/22/12 13:15 24 pgs
Fees:122.00 Taxes:0.00
20120522-0044335

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FILED
2010 JAN 11 AM 11:17
RICHARD R. ROOKER, CLERK
D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JUSTIN BIBRY PINKELTON,	
Plaintiff/Husband,	
vs.	**No. 09D-2528**
JENNIFER LEIGH PINKELTON,	
Defendant/Wife.	

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Fourth Circuit Court for Davidson County, Tennessee, a Complaint for Absolute Divorce filed by **JUSTIN B. PINKELTON**, Plaintiff (hereinafter referred to as "Husband"), against **JENNIFER L. PINKELTON**, Defendant (hereinafter referred to as "Wife"), under Docket No. 09D-2528; and

WHEREAS, these parties desire to enter into a Marital Dissolution Agreement and tender same to the Court for approval in the event that a Decree of Divorce is granted in this cause, and

WHEREAS, both parties have been advised of their respective rights and responsibilities, one to the other.

Copy

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

1. **CONSIDERATION**: The consideration for this Agreement is the mutual promises and agreements contained herein.

2. **NO INTERFERENCE**: 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. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her. The parties agree that a mutual restraining order shall issue enjoining and restraining them from harassing, in any manner whatsoever, the other party. The restraining order shall be a permanent injunction.

3. **TAX EXEMPT STATUS**: This Agreement is a transfer of appreciated property between spouses in connection with the divorce and is not a sale, exchange or other disposition, but is an equal division of property by co-owners.

4. **TRIAL**: The Husband shall proceed to trial and obtain a dissolution of the marriage pursuant to T.C.A. § 36-4-129 upon the ground of Irreconcilable Differences with the Court declaring the parties divorced and restoring all rights and privileges of unmarried persons to both parties.

5. **REAL PROPERTY**: The parties own real property located at 1052 Jacobs Valley Road, Joelton, Davidson County, Tennessee 37080. Wife shall retain said real property as her sole and separate property, free and clear of any claim of Husband and all right, title and or interest in and to said property shall be divested from Husband and vested in Wife. Said property is described in words and figures as follows:

Copy

LAND in Davidson County, Tennessee, being Lot No. 25 on the Final Plat of Section Three, Jacobs Valley, of record in Instrument 200210100124310, said Register's Office, to which reference is hereby made for a more complete description.

BEING the same property conveyed to Justin B. Pinkelton and wife, Jennifer Pinkelton, by deed dated December 17, 2004, from Dale Pyron and Joe Byron, of record in Instrument 200501100003340, said Register's Office.

Wife shall be solely responsible for the payment of the mortgage on said real property and agrees to indemnify and hold Husband harmless thereon.

6. **CHILD CUSTODY**: Pursuant to the terms to be set forth in a Parenting Plan, which shall be incorporated herein by reference, the same as if copied herein verbatim.

7. **ADDITIONAL AGREEMENT REGARDING CHILDREN**: The parties' daughters may have some or all of their college expenses paid by a source other than the parties. The parties agree, however, that each of them will be responsible for one-half (½) of each child's college expenses that are not paid by alternative sources. "College expenses" means tuition, room, board, books, lab fees and required fees in an amount not to exceed similar expenses at the University of Tennessee in Knoxville.

The parties further agree to pay one-half (½) the cost of an automobile for each of their three daughters upon their attaining the age of 16; however, said cost shall not exceed a total of $6,500 per child/per automobile.

8. **VEHICLES**: The parties agree that each party shall retain the vehicle presently in their possession as their separate property, free and clear of any claim of the other. Husband shall retain the 2002 Ford Expedition which is unencumbered, and Wife

Copy

shall retain the 2008 Ford Edge, financed with SunTrust Bank, with an approximate balance of $11,500. Each party shall be solely responsible for any indebtedness owing on their retained vehicle and each shall timely pay same as the payments become due and shall indemnify and hold the other harmless thereon.

9. **HOUSEHOLD FURNITURE AND FURNISHINGS**: The parties agree that the marital household furnishings and furniture have heretofore been divided by mutual agreement and each shall retain the personalty in their possession as separate property, free and clear of any claim of the other.

10. **MARITAL DEBT AND FUTURE CREDIT**: The parties acknowledge that there is no joint marital indebtednesses that has not been addressed elsewhere within this Agreement.

The parties agree that any indebtedness incurred by either party subsequent to the separation or not disclosed in this Agreement shall be the sole and separate responsibility of the party incurring said indebtedness and said party shall indemnify and hold the other party harmless on said indebtedness.

Pursuant to T.C.A. § 36-4-134, this decree does not 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 this decree for any account, any debt associated with an account for any debt. It is in each party's best interest to cancel, close or freeze any jointly held accounts.

11. **ALIMONY**: The parties each waive the right to alimony from the other.

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12. **JEWELRY AND WEARING APPAREL**: Each party shall be awarded the sole and exclusive ownership of his or her jewelry and personal wearing apparel, free and clear of any claim of the other.

13. **PENSIONS**: The parties agree that any 401K, pension plan or benefit owned by either party shall be the sole and exclusive property of the respective party, free and clear of any claim of the other.

14. **STOCKS AND BONDS:** The parties agree that any stocks, bonds or securities in their respective names shall be the sole and separate property of the respective party, free and clear of any claim of the other.

15. **ATTORNEY'S FEES**: The parties agree that each shall be responsible for and pay their respective attorney's fees.

16. **COURT COSTS**: The parties agree that all court costs in connection with this litigation shall be paid by Husband.

17. **DIVISION OF VACATION PROPERTY:** The parties own a time-share in the property known as Westgate Vacation Villas located at 2770 Old Lake Wilson Road, Building WW-06, Kissimmee, Florida 34747, which they may occupy in Unit Week six (6) during even years . The parties agree that Wife shall have the right to utilize said vacation property in 2010 and Husband shall have the right to utilize said vacation property in 2012 and they shall alternate the even years thereafter. Each party shall be responsible for the tax and usage fee for the year in which they occupy the premises. Further, the parties agree to equally divide the annual membership fee to Interval International. Said property is described in words and figures as follows:

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½ **TIME SHARE** interest(s) according to the Time Sharing Plan for the Resort Facility, Phase XX, recorded in Official Records Book 1123, at Page 1, of the Public Records of Osceola County, Florida (the "PLAN").

TOGETHER with the right to occupy, pursuant to the Plan, Unit WW-06 during Unit Week(s) 6, during Assigned Year EVEN.

The parties agree to execute any documents necessary so that they own the property as Tenants in Common.

18. **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 party harmless for the payment thereof, the parties understand and agree that their obligations are nondischargeable debts under Section 523(a)(5) of the Bankruptcy Reform Act of 1978 (or any corresponding provision in any other bankruptcy law), and are in the nature of alimony and /or support under the guidelines of **IN RE Calhoun 715 F. 2d 1103 (1983).** These financial obligations on the part of both parties are not a part of the property settlement. The division of the property is set forth elsewhere in the property settlement agreement.

19. **FAIRNESS OF AGREEMENT**: The parties acknowledge that the provisions of this Agreement for support and maintenance are fair, equitable, and satisfactory, and in keeping with their accustomed standard of living and reasonable requirements.

20. **VOLUNTARY ACCEPTANCE**: The provisions of this Agreement and their legal effect have been fully explained to the parties by their respective counsel and

Copy

each party acknowledges that the Agreement fully, adequately, and sufficiently provides for the property rights and debt liability; that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

21. **ENTIRE AGREEMENT**: This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein. The parties acknowledge that there are no 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 the Agreement. The parties warrant and represent that they have made full disclosure to each other of all assets in which they have an interest.

22. **ADDITIONAL INSTRUMENTS**: Both parties agree to sign any and all deeds, titles, documents or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing thereof and that they have signed the same voluntarily.

23. **EFFECTIVE DATE OF AGREEMENT**: The parties agree that the Marital Dissolution Agreement shall become fully effective and shall bind the parties upon the signing of the Agreement by both parties.

24. **TAX LIABILITIES:** Counsel preparing this Marital Dissolution Agreement has not advised, nor will advise, the parties as to any tax consequences of any such transfer of both real and personal property and has advised each party to seek other independent legal advice as to tax consequences and penalties of any transfer.

Copy

25. **SEVERABILITY**: 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.

26. **FUTURE LITIGATION:** 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 the litigation of the action.

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

"WIFE"

Jennifer L. Pinkelton

JENNIFER L. PINKELTON

"HUSBAND"

Justin B. Pinkelton

JUSTIN B. PINKELTON

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, in and for the aforesaid State and County, the within named Bargainor, **JENNIFER L. PINKELTON**, who made oath that she executed the foregoing Agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 8th day of January, 2010.

Julia M. Prince

NOTARY PUBLIC

JULIA M. PRINCE
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires: 7/3/2012

Copy

* * *

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, in and for the aforesaid State and County, the within named Bargainor, **JUSTIN B. PINKELTON**, who made oath that he executed the foregoing Agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 8 day of January, 2010.

Julie M. Prince
NOTARY PUBLIC

JULIA M. PRINCE
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires: 7/3/2012

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D.C.

ADDITIONAL AGREEMENT REGARDING CHILDREN

The parties' daughters may have some or all of their college expenses paid by a source other than the parties. The parties agree, however, that each of them will be responsible for one-half (½) of each child's college expenses that are not paid by alternative sources. "College expenses" means tuition, room, board, books, lab fees and required fees in an amount not to exceed similar expenses at the University of Tennessee in Knoxville.

The parties further agree to pay one-half (½) the cost of an automobile for each of their three daughters upon their attaining the age of 16; however, said cost shall not exceed a total of $6,500 per child/per automobile.

JENNIFER L. PINKELTON, Mother

JUSTIN B. PINKELTON, Father

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in the aforesaid County and State, Jennifer L. Pinkelton and Justin B. Pinkelton, who acknowledge that they executed the above agreement for the purposes therein contained.

NOTARY PUBLIC

JULIA M. PRINCE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires: July 3, 2012.

Copy

09D2528

STATE OF TENNESSEE	FOURTH CIRCUIT COURT *(Must be completed)*	DAVIDSON COUNTY *(Must be completed)*
PERMANENT PARENTING PLAN ORDER ☐ PROPOSED ☒ AGREED ☐ ORDERED BY THE COURT		FILED 2010 JAN 11 AM 11:17 FILE NO. 09D2528 RICHARD R. ROOKER CLERK DIVISION IV BC

PLAINTIFF *(Name: First, Middle, Last)*	DEFENDANT *(Name: First, Middle, Last)*
JUSTIN B. PINKELTON	JENNIFER L. PINKELTON
☐ Mother ☒ Father	☒ Mother ☐ Father

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RICHARD R. ROOKER CLERK

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

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

Child's Name	Date of Birth
Libby P. Pinkelton	12/31/2001
Zoe B. Pinkelton	05/25/2004
Jentry L. Pinkelton	12/29/2006

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 245 days Father 120 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 Saturday 8:00 A.M. to Sunday 6:00 P.M.

☐ 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:

From After school (approx. 2:45 PM) Monday, Tuesday & Thursday to Mother gets off from work (approx. 6:00 PM)

☒ every week ☐ every other week ☒ other: Every Monday during school-free times, Father shall care for the children while Mother works.

This parenting schedule begins ☐ _____ **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	Every	_____
Martin Luther King Day	_____	Every
Presidents' Day	_____	Every
Easter Day(unless otherwise coinciding with Spring Vacation)	Every	_____
Passover Day(unless otherwise coinciding with Spring Vacation)	Every	_____
Mother's Day	Every	_____
Memorial Day (if no school)	_____	Every
Father's Day	_____	Every
July 4th	Every	_____
Labor Day	_____	Every
Halloween	Even	Odd
Thanksgiving Day & Friday	Odd	Even
Children's Birthdays	Every	_____
Other School-Free Days	Every	_____
Mother's Birthday	Every	_____
Father's Birthday	_____	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 _____.

D. FALL VACATION (*If applicable*)

The day to day schedule shall apply except as follows Mother and Father shall alternate Fall Break with Mother having even years and Father having odd years beginning Date of Court Order.

E. WINTER (CHRISTMAS) VACATION

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The ☒ mother ☐ father shall have the child or children for the first period from the day and time school is dismissed until December 25 at mutually agreed time ☐ 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: The parties agree to share parenting so that they equally divide the number of days the children are out of school for Christmas break.

F. SPRING VACATION (*If applicable*)

The day-to-day schedule shall apply except as follows Mother and Father shall alternate Spring Break with Mother having odd years and Father having even years beginning Date of Court's Order.

G. SUMMER VACATION

The day-to-day schedule shall apply except as follows: Father shall parent the children one week in June and one week in July beginning Summer of 2010.
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 Father shall pick up the children from school or Mother and return children to Mother.
Payment of long distance transportation costs *(if applicable):* ☐ mother ☐ father ☐ both equally.
Other arrangements: On afternoons/days when Mother is working, she may choose to pick up children after work from Father.
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:
ADDITIONAL AGREEMENT REGARDING CHILDREN: See attached page regarding college expenses and automobiles.

Both parties may telephone the children when they are with the other party every day, at reasonable times, and for reasonable durations.

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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
_____	☐ mother	☐ father	☐ joint

III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Father's gross monthly income is $ 4,584.83.
Mother's gross monthly income is $ 5,989.38.

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 $1,140.00 ☐ 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: The parties agree to an upward deviation so that the children may continue to attend private school and preserve the status quo.

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 1st day of February, 2010.

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:_____.

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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.

B. FEDERAL INCOME TAX EXEMPTION*

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

The Mother shall claim the following children: Libby Pinkelton and Jentry Pinkelton

The Father shall claim the following children: Zoe Pinkelton

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

* 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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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 $350,000.00 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 , 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:

Copy

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

Copy

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.)***

Jennifer L. Pickleton — 01-08-10 Nashville, TN
Mother — Date and Place Signed

Sworn to and subscribed before me this 8 day of January 2010

My commission expires: 7/3/2012 — Julia M. Prince, Notary Public

JULIA M. PRINCE NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY, TENN.

Justin B Pickleton — 01/08/10 Nashville, TN
Father — Date and Place Signed

Sworn to and subscribed before me this 8 day of January 2010

My commission expires: 7/3/2012 — Julia M. Prince, Notary Public

JULIA M. PRINCE NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY, TENN.

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APPROVED FOR ENTRY:

APPROVED FOR ENTRY:

Sandra Jones
Attorney for Mother
213 Third Avenue, North
Address
Nashville, Tennessee 37201
Address
615/256-6401
Phone and BPR Number

John M.L. Brown
Attorney for Father
222 Second Ave., North, Suite 312
Address
Nashville, Tennessee 37201
Address
615/242-3348
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:
Father agrees to pay all court costs.

It is so ORDERED this the 20th day of January, 2010.

Judge or Chancellor

Copy

Effective as of 7/22/2008

State of Tennessee - Department of Human Services

1/7/2010 4:01 PM

FILED 09D2528

FILED JAN 20 2010 RICHARD ROOKER, CLERK By _____ Deputy

FILED 2010 JAN 11 AM 11:18 RICHARD ROOKER, CLERK D.C.

Child Support 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:	Jennifer L. Pinkelton	X		
Name of Father:	Justin B. Pinkelton		X	
Name of non-parent Caretaker:				
TCSES case #:				
Docket #:	09D-2528			
Court name:	Fourth Circuit Court			

Name(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
Libby P. Pinkelton	12/31/2001	245	120	
Zoe B. Pinkelton	5/25/2004	245	120	
Jentry L. Pinkelton	12/29/2006	245	120	

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		$ 5,989.38	$ 4,584.83	
1a	Federal benefit for child		+	+	
1b	Self-employment tax paid		-	-	
1c	Subtotal		5,989.38	4,584.83	
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)		$ 5,989.38	$ 4,584.83	
2a	Combined Adjusted Gross Income	$10,574.21			
3	Percentage Share of Income (PI)		57%	43%	

Part III. Parents' Share of BCSO

		Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
4	BCSO allotted to primary parent's household	$ 1769.00	$ 0.00	$ 0.00
4a	Share of BCSO owed to primary parent	$ 0.00	$ 760.67	
5	Each parent's average parenting time	N/A	120	
6	Parenting time adjustment	$ N/A	$ -317.69	
7	Adjusted BCSO	$ 0.00	$ 442.98	

Part IV. Additional Expenses

		Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
8a	Children's portion of health insurance premium	$ 142.48	$	$
8b	Recurring uninsured medical expenses	$	$	$
8c	Work-related childcare	$ 800.00	$	$
9	Total additional expenses	$ 942.48	$ 0.00	$ 0.00
10	Share of additional expenses owed	$ 0.00	$ 405.27	
11	Adjusted Support Obligation (ASO)	$ 0.00	$ 848.25	

Part V. Presumptive Child Support Order

		OBLIGATION	
12	Presumptive Child Support Order (PCSO)	$ 0.00	$ 848.00

* 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

14	Deviations (Specify):	$	$ 292.00
15	Final Child Support Order (FCSO)	$ 0.00	$ 1,140.00
16	FCSO adjusted for Federal benefit, Line 1a, Obligor's column.	$ 0.00	$ 1,140.00

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

The parties agree to the upward deviation so that the children may continue to attend private school and continue their lifestyle.

Comments, Calculations, or Rebuttals to Schedule

Preparer's Use Only

Name: Sandra Jones Date: 1/7/2010
Title: Attorney for Mother

Copy

It is therefore **ORDERED** that Justin Bibry Pinkelton be awarded an absolute divorce from Jennifer Leigh Pinkelton on the grounds of irreconcilable differences; that both parties be restored to all the rights and privileges of unmarried persons; and that the bonds of matrimony heretofore existing between them be hereby forever dissolved.

It is further **ORDERED** that the provisions of T.C.A. § 56-7-2366 are not applicable.

It is further **ORDERED** that Husband will pay the court costs.

This 20th day of January, 2010.

HONORABLE PHILIP E. SMITH
CIRCUIT JUDGE

APPROVED FOR ENTRY

John M. L. Brown

JOHN M. L. BROWN (# 5438)
Attorney for Husband
222 Second Avenue North, Suite 312
Nashville, Tennessee 37201
615-242-3348

CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing document has been forwarded by U.S. Mail to the following person(s) on the 20th day of January, 2010.

Ms. Sandra Jones, Attorney
213 Third Avenue North
Nashville, Tennessee 37201

John M. L. Brown

JOHN M. L. BROWN

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 20 day of JANUARY , 2010 , in the Case Number 09D2528 between PINKELTON, JUSTIN BIBRY Plaintiff, and PINKELTON, JENNIFER LEIGH 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 05 day of FEBRUARY in the year two thousand ten and in the 233rd year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

