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

FILED
2012 MAY 31 PM 3:59
RICHARD R. ROOKER, CLERK
D.C.

ELSY SANDRA VAQUERANO, Plaintiff (WIFE)	)	
v.	)	Docket No. 12D1335
CARLOS ARTURO VAQUERANO, Defendant (HUSBAND)	)	

FINAL DECREE OF DIVORCE

This cause came to be heard on the 22nd day of August, 2012, before the Honorable Phillip Robinson, regarding the Complaint for Divorce filed by Plaintiff/Wife, testimony of the Plaintiff in open Court, testimony of witnesses Norma Galvez, and Leyden Garcia, friends of the Plaintiff and statement of counsel, from which this Honorable Court finds as follows:

This Honorable Court finds that the Defendant, Carlos Arturo Vaquerano (hereinafter referred to as "Husband") received service of Wife's Complaint for Divorce on the 23rd day of May, 2012, via DHL at Husband's residence, Col. El Cerrito #29, Av. Los Gramales, Santiago De Maria, Usulutan, El Salvador.

1. This Honorable Court finds that Husband, as of yet, has filed no Answer to the Complaint filed against him or otherwise effectively participated in settling this case.

BILL GARRETT, Davidson County
Trans:T20150036592 DEEDDIV
Recvd: 05/12/15 10:53 33 pgs
Fees:167.00 Taxes:0.00
20150512-0043364

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2. This Honorable Court finds that the Motion for a Default Judgment was granted by this Honorable Court on the 10th day of August, 2012. The matter was set for a final hearing today.
3. This Honorable Court finds, by clear and convincing evidence, that the Husband is guilty of abandonment pursuant to Tenn. Code Ann. § 36-4-101(a)(13) in that the Husband is guilty of abandoning the Wife for no just cause, and has refused or neglected to provide for the spouse while able for the following reasons:
    a. The testimony of both witnesses, and Wife, is that Husband abandoned Wife in 2007 and has failed to provide for Wife and children since 2007.
    b. The Court finds that the testimony of the Wife and witnesses is truthful and credible.
4. This Honorable Court finds that the parties have two children born of the marriage, Sandra Marisol Vaquerano, and Carlos Arturo Vaquerano, which are in Wife's custody and have been since the parties separated. This honorable Court finds that Wife shall be awarded full custody of both children and any visitation with Husband shall be suspended until further orders of this Court.
5. This Honorable Court finds that the proposed parenting plan presented to the Court shall be adopted as proposed.
6. This Honorable Court further finds that the Wife is hereby awarded possession of all personal property located at the marital residence. The parties own joint real property located at 208 Scalf Drive, Nashville, TN 37115, parcel ID number 043 11 0 004.00, East side Scalf Drive, South of Roosevelt Avenue, (see attached description) which shall be awarded to Wife, with Husband being divested of any

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and all interest in the real property located at 208 Scalf Drive, Nashville, TN 37115. All rights to the property located at 208 Scalf Drive, Nashville, TN 37115 will be vested to Wife, and Wife alone, who will take on all indebtedness to the above mentioned property and all financial responsibilities and obligations therein.

7. This Honorable Court hereby finds that each party is hereby informed that he or she has been advised that a final decree of divorce does not necessarily affect the ability of a creditor to proceed against him or her or his or her property, although under the terms of the divorce decree he or she is not responsible under the account or any debt associated with an account. Further, both parties are hereby informed that it may be in his or her best interest to cancel, close or freeze any jointly held accounts. The Wife acknowledges there are no joint accounts or debts between the parties.

8. This Honorable Court hereby finds that Elsy Vaquerano is hereby awarded an absolute divorce from the Defendant, Carlos Arturo Vaquerano, on grounds of abandonment.

9. This Honorable Court hereby finds that the bonds of matrimony heretofore subsisting between the parties are hereby dissolved and the parties are restored to all the rights and privileges of unmarried persons, that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

10. This Honorable Court finds that the costs of this cause are taxed to the ~~Husband~~ wife, for which execution may issue if necessary.

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IT IS THEREFORE ADJUDGED, DECREED AND ORDERED:

That the Defendant, Carlos Arturo Vaquerano (hereinafter referred to as "Husband") received service of Wife's Complaint for Divorce on the 23rd day of May, 2012, via DHL at Husband's residence, Col. El Cerrito #29, Av. Los Gramales, Santiago De Maria, Usulutan, El Salvador.

11. That Husband, as of yet, has filed no Answer to the Complaint filed against him or otherwise effectively participated in settling this case.

12. That the Motion for a Default Judgment was granted by this Honorable Court on the 10th day of August, 2012. The matter was set for a final hearing today.

13. That the Husband is guilty of abandonment pursuant to Tenn. Code Ann. § 36-4-101(a)(13) in that the Husband is guilty of abandoning the Wife for no just cause, and has refused or neglected to provide for the spouse while able.

14. That the parties have two children born of the marriage, Sandra Marisol Vaquerano, and Carlos Arturo Vaquerano, which are in Wife's custody and have been since the parties separated. That Wife shall be named the primary residential parent and be awarded full custody of both children and any visitation with Husband shall be suspended until further orders of this Court.

15. That the proposed parenting plan presented to the Court shall be adopted as proposed.

16. That the Marital Dissolution Agreement previously signed by the Husband and submitted to the Court shall be adopted.

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17. That the Wife is hereby awarded possession of all personal property located at the marital residence and the real property located at 208 Scalf Drive, Nashville, TN 37115 parcel ID number 043 11 0 004.00 (attached description) with Husband being divested of any and all interest in the real property located at 208 Scalf Drive, Nashville, TN 37115. All rights to the property located at 208 Scalf Drive, Nashville, TN 37115 will be vested to Wife, and Wife alone, who will take on all indebtedness to the above mentioned property and all financial responsibilities and obligations therein.

18. That each party is hereby informed that he or she has been advised that a final decree of divorce does not necessarily affect the ability of a creditor to proceed against him or her or his or her property, although under the terms of the divorce decree he or she is not responsible under the account or any debt associated with an account. Further, both parties are hereby informed that it may be in his or her best interest to cancel, close or freeze any jointly held accounts.

19. That Elsy Vaquerano is hereby awarded an absolute divorce from the Defendant, Carlos Vaquerano, on grounds of abandonment.

20. That the bonds of matrimony heretofore subsisting between the parties are hereby dissolved and the parties are restored to all the rights and privileges of unmarried persons, that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

21. That the costs of this cause are taxed to the Wife, for which execution may issue if necessary.

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IN THE 3rd CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
2012 JUN -4 PM 2:31
RICHARD R. ROOKER, CLERK
D.C.

ELSY SANDRA VAQUERANO,
Plaintiff (WIFE),

v.

CARLOS ARTURO VAQUERANO,
Defendant (HUSBAND)

Docket No. 12D1335

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT, made and entered into on the 29th day of May, 2012, by and between Elsy Sandra Vaquerano, (hereinafter referred to as Wife) and Carlos Arturo Vaquerano, (hereinafter referred to as the Husband).

WITNESSETH:

WHEREAS, the parties herein are Husband and Wife. They were married to one another on August 24th, 1995 in California and

WHEREAS, the parties 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 this Honorable Court for approval in the event that a Final Decree of Divorce is granted in this cause; and

WHEREAS, each party is signing this Agreement freely and voluntarily, intending to be bound by said agreement; and

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WHEREAS, it is understood that the Wife has filed suit for absolute divorce upon the grounds of irreconcilable differences in the 3rd Circuit Court for Davidson County, Tennessee, pursuant to Tenn. Code Ann. § 36-4-101(a)(14) and that this Agreement shall be submitted to the Honorable Court for approval as the agreement of the parties. It is further understood that the Husband, by signing this Agreement, makes a general appearance before the 3rd Circuit Court of Davidson County, Tennessee for the purpose of granting the Wife a divorce upon the grounds of irreconcilable differences although process of services has been effectuated upon the Husband in this cause;

NOW THEREFORE, in consideration of the mutual promises, undertakings and covenants contained herein, the parties hereto do mutually covenant and agree with each other 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. RELEASE OF CLAIMS AGAINST ESTATE OF ALTERNATE PARTY:

Each of the parties hereby releases, waives and relinquishes any and all claims and rights that he or she may hereafter acquire under the laws of any State of the United States of America or any other country to share in capacity to any extent whatsoever in the estate of the other party upon the other party's death, whether by way of dower, curtesy, statutory allowance, distribution in intestacy or gift of election to take against any Last Will and Testament now existing or hereafter made by either party. Each of the parties shall have the right to dispose in such a manner as he or she may in his or her uncontrolled discretion deem proper and with the same force and effect as if the other party had died during his or her lifetime. Each of the parties covenants that he or she will

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permit any Will of the other to be probated, and if such other shall die intestate, will allow administration upon his or her personal estate in effect to be taken out by the person or persons who would have been entitled thereto had such party died during the lifetime of the other.

III. EVIDENCE IN DISSOLUTION OF THE MARRIAGE:

It is agreed by and between the parties that the Wife shall proceed to obtain an absolute divorce upon the grounds of irreconcilable differences. This Agreement shall be introduced into evidence in an action for Dissolution of Marriage filed by Wife and shall be made a part of the Final Judgment of Dissolution of Marriage entered in such actions. The parties agree to execute any and all documents which may be necessary to effect a full performance of this Agreement; however, this Agreement is not intended nor shall it be construed as an Agreement for Dissolution of Marriage, but is for the specific purpose of settling and determining rights, obligations and responsibilities of parties.

IV. INCORPORATION

The parties have incorporated into this Agreement their full understanding. No oral statements or prior written matter extrinsic to this Agreement concerning the rights, duties or obligations of either party hereto, or to the other, shall have any force or effect. Neither party relies upon any representations other than those expressly herein set forth and no representations not herein contained are deemed by either party to be material to the promises.

V. REAL PROPERTY-MARITAL HOME

It is agreed by and between the parties that the real property located at 208 Scalf Drive, Nashville, TN 37115 is currently encumbered in either parties' names. It is agreed by and between

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the parties that the above mentioned real property will be awarded to Wife, and that Husband will sign a quit claim deed to said property upon completion of the divorce.

VI. PERSONAL PROPERTY.

The parties have heretofore divided their personal property to their mutual satisfaction and each of them shall own and enjoy, free and clear of any claim or right of the other, all items of personal property of any kind now in his or her possession, with full power to dispose of it by sale or otherwise.

The parties have agreed as to the division of all household goods, including furniture, wall art, china, and all other furnishings accumulated during the marriage.

The parties shall each have possession of all personal property that he/she brought into the marriage.

VII. BANK ACCOUNTS AND CREDIT CARDS:

Each 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 have no joint credit cards.

The parties acknowledge that they shall acquire no debt in the alternate party's name from the date of the filing of the Complaint for Divorce forward.

VIII. RETIREMENT PLANS AND LIFE INSURANCE.

The parties agree that no retirement plans or life insurance plans exist at this time.

IX. MARITAL DEBTS.

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Each party agrees to pay his or her respective debts and further agree that there are no joint debts not already agreed upon in this agreement.

Each party agrees that he/she is responsible for each debt brought into the marriage by each person personally and separately.

Each party agrees to be fully responsible for his/her own individual medical expenses and will continue to maintain his/her own medical plans which they may carry either individually or through his or her place of employment.

X. 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. Both parties hereby waive any interest, present or future, that he or she may have regarding alimony, spousal support or maintenance.

XI. 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.

XII. INCOME TAXES.

With respect to any earlier year in which the parties filed joint Federal and State Income Tax Returns, each party agrees to indemnify the other for any income tax liability, penalty or deficiency associated with his or her income and shall hold the other party harmless therefore. The parties shall file separately for the tax year 2012 and each year thereafter. The Wife shall claim the minor children as dependants for the tax year 2012 and each year thereafter.

XIII. ATTORNEY FEES.

It is agreed by the parties that Wife has retained David D. Hall, Esquire to represent her in this action and has agreed to pay her own reasonable attorney's fees and costs.

XIII. COURT COSTS.

Copy.

It is agreed by and between the parties that the court costs and filing fees in this action shall be paid by Mother.

XIV. 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.

XV. FURTHER NECESSARY ACTS.

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

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, that 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 OR DEBTS.

The parties acknowledge that there are no other assets or debts owned by them jointly and that they have no joint interest in any assets or debts 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 and debts in which they have an individual interest.

XVIII. NO UNDUE INFLUENCE.

It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, 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

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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 AND DEBTS.

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 debt or property, either real, personal, or mixed. The parties agree that each shall own such after-acquired property or debt as his or her sole property or debt, 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 non-dischargeable 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. TAX ADVICE.

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Wife acknowledges that she is not relying upon any tax advice from her respective attorney and that said attorney has expressed no expertise regarding the tax ramifications or tax consequences arising out of this Agreement. Each of the parties have been advised 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. COURSE OF LAW

In the event disputes arise concerning this Agreement the parties mutually agree that either party may petition the Circuit Court, Davidson County, Tennessee, for recourse.

XXV. CONSTRUCTION

The laws of the State of Tennessee shall govern the validity, construction, interpretation and the effect of this entire agreement.

XXVI. DEFAULT

In the event of a breach of any provision of this Agreement by either party, the prevailing party, whether by way of Motion to Enforce or a Motion for Contempt, shall be entitled to reasonable attorneys' fees and court costs.

XXVII. INTERPRETATIONS

The general headings of this document are for convenience and reference only and shall not affect the interpretation of any provision hereof.

XXVIII. BINDING EFFECT OF AGREEMENT

All provisions of this Agreement shall be binding upon the parties hereto, their respective personal or legal representatives, heirs, next-of-kin, executors, administrators or assigns. No

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modifications, waiver or relinquishment shall be deemed to have been made by the Husband or Wife unless done in writing by him or her or effected by Court Order.

XXIX. WAIVER OF BREACH

The failure of either of the parties hereto at any time to require performance by the other party of any of the terms, provisions or conditions hereof shall in no way effect his or her right thereafter to enforce same, nor shall the waiver of either of the parties of any breach at any time of any of the terms, provisions or conditions hereof be taken or held to be a waiver of any succeeding breach of any such term, provisions or conditions hereof, or as a waiver of the term, provision or condition itself.

XXX. COUNTERPART SIGNATURE

This Martial Settlement Agreement may be signed in one or more counterparts, each of which, when executed with the same formality and in the same manner as the original, shall constitute an original.

XXXI. CREDITOR LANGUAGE

Each party hereby acknowledges that he or she has been advised that a final decree of divorce does not necessarily affect the ability of a creditor to proceed against him or her or his or her property, although under the terms of the divorce decree he or she is not responsible under the account or any debt associated with an account. Further, both parties acknowledge that it may be in his or her best interest to cancel, close or freeze any jointly held accounts.

XXXII. FUTURE EARNINGS/ACQUISITIONS

The parties agree that all income, earnings, or other property received or acquired by either party to this Agreement on or after the date of execution of this Agreement are his or her sole property. Each party hereby and forever waives, releases, and relinquish all right, title, and interest

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in all such income, earnings and other property.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date and year first above written.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

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HUSBAND'S CERTIFICATION: The undersigned Husband hereby certifies, warrants and affirms that he has read and understands each and every provision of the foregoing Marital Dissolution Agreement and that he understands it is a valid and binding legal document. Husband certifies that he is not represented by counsel.

Signed this day of , 2012.

Carlos Arturo Vaquerano

STATE OF El SALVADOR)

COUNTY OF USULUTAN)

Personally appeared before me, Carlos Arturo Vaquerano, described in this document as Husband, 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 day of , 2012.

JAIME ALBERTO SALGADO NOTARIO REPUBLICA DE EL SALVADOR

My Commission expires: _____

NOTARY PUBLIC

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WIFE'S CERTIFICATION: The undersigned Wife hereby certifies, warrants and affirms that she has read and understands each and every provision of the foregoing Marital Dissolution Agreement and that she understands it is a valid and binding legal document. Wife certifies that she is represented by David D. Hall

Signed this 29 day of May, 2012.

Elsy S. Vaquerano

Elsy Sandra Vaquerano

STATE OF TENNESSEEE)
COUNTY OF ~~DAVIDSON~~ Williamson)

Personally appeared before me, Elsy Sandra Vaquerano, described in this document as Wife 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 29th day of May, 2012.

My Commission expires: 6/3/13

Paula Rogers
NOTARY PUBLIC

Paula Rogers
State of Tennessee Notary Public
Williamson, County

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STATE OF TENNESSEE	CIRCUIT COURT	DAVIDSON COUNTY

FILED
2012 AUG 31 PM 4:00
DOCKET NO.:

PERMANENT PARENTING PLAN ORDER

√ PROPOSED AGREED ☐ ORDERED BY THE COURT

(Name: First, Middle, Last)	(Name: First, Middle, Last)
ELSY SANDRA VAQUERANO, PLAINTIFF	**CARLOS ARTURO VAQUERANO, RESPONDENT**
X Mother Father	Mother X 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 children. 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_____.

Children's Names	Date of Birth
Sandra Marisol Vaquerano	2/27/1996
Carlos Arturo Vaquerano	4/29/1998

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The petitioner/mother shall have sole custody of the minor children. The parties shall be awarded parenting time with the child as dictated below.

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

Mother 365 days Father 0 days

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B. DAY-TO-DAY SCHEDULE

The parties shall exercise the following day-today parenting schedule:

1. The mother shall be responsible for the children at all times.
2. The father shall be responsible for the children at no time unless visiting and agreed upon by both parties.

C. HOLIDAY SCHEDULE AND OTHER SCHOOL FREE DAYS

The children will be with Mother at all times as Father is currently living in El Salvador and has no plans for returning to Tennessee at this time.

D. FALL VACATION (*If applicable*)

N/A

E. WINTER (CHRISTMAS) VACATION

N/A

F. SPRING VACATION (*If applicable*)

N/A

G. SUMMER VACATION

N/A

H. TRANSPORTATION ARRANGEMENTS

The mother will be responsible for all transportation of the children as father is currently living in El Salvador and has no plans of returning to Tennessee.

I. SUPERVISION OF PARENTING TIME *(If applicable)*

N/A

J. OTHER

The following special provisions apply:
N/A

II. DECISION-MAKING

A. DAY-TO-DAY DECISIONS

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Mother shall be responsible for all day to day decision of the minor children as father is currently living in El Salvador and has no plans to return to Tennessee at this time.

B. MAJOR DECISIONS

Major decisions regarding each child shall be made as follows:

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

III. FINANCIAL SUPPORT

A. CHILD SUPPORT

The parties shall pay child support as regulated by the Tennessee Child Support Guidelines. Following the Tennessee Child Support Guidelines, Father's child support obligation shall be set at $430 a month. (see attached worksheet)

B. FEDERAL INCOME TAX EXEMPTION*

The mother shall claim the children every year.

C. HEALTH AND DENTAL INSURANCE

Reasonable health insurance on the child or children will be:

x maintained by the mother
☐ maintained by the father
☐ maintained by both

Proof of continuing coverage shall be furnished to the other parent annually or as coverage changes. The parent maintaining coverage shall authorize the other parent to consult with the insurance carrier regarding the coverage in effect. The parent maintaining coverage shall provide an insurance card for the alternate parent to keep in his/her possession.

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 both parents equally. 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.

E. LIFE INSURANCE

N/A

* NOTE: The child support schedule assumptions in the guidelines (140-2-4-.03 (6)(b)) assume that the parent receiving the child support will get the tax exemptions for the child.

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

The children are scheduled to reside solely with the mother. Therefore the father shall not be 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 not be considered to be joint custodians. THIS DESIGNATION DOES NOT AFFECT EITHER PARENT'S RIGHTS OR RESPONSIBILITIES UNDER THIS PARENTING PLAN.

V. DISAGREEMENTS OR MODIFICATION OF PLAN

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

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

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

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

VI. RIGHTS OF PARENTS

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

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

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cards, attendance records, names of teachers, class schedules, and standardized test scores;

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

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

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

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

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

VII. NOTICE REGARDING PARENTAL RELOCATION

The Tennessee statute (T.C.A. § 36-6-108) which governs the notice to be given in connection with the relocation of a parent reads in pertinent part as follows:

If a parent who is spending intervals of time with a child desires to relocate outside the state or more than one hundred (100) miles from the other parent within the state, the relocating parent shall send a notice to the other parent at the other parent's last known address by registered or certified mail. Unless excused by the court for exigent circumstances, the notice shall be mailed not later than sixty (60) days prior to the move. The notice shall contain the following:

(1) Statement of intent to move;
(2) Location of proposed new residence;
(3) Reasons for proposed relocation; and
(4) Statement that the other parent may file a petition in opposition to the move within thirty (30) days of receipt of the notice.

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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.)*

X Elsy L. Vaquerano
Mother

Date and Place Signed

Sworn to and subscribed before me this _____ day of _____, 20_____.

My commission expires:_____

Notary Public

_____
Father

Date and Place Signed

Sworn to and subscribed before me this _____ day of _____, 20_____.

My commission expires:_____

Notary Public

APPROVED FOR ENTRY:

_____
Attorney for Mother

20 Music Circle E
Address

Nashville, TN 37205
Address

629-1050 #30173
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 31 day of August, 2012.

_____
JUDGE

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FILED
2012 AUG 31 PM 4:00
CLERK & MASTER
D.C.

State of Tennessee - 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:	Elsy Vaquerano	X		
Name of Father:	Carlos Vaquerano		X	
Name of non-parent Caretaker:				

TCSES case #:

Docket #: 12D1335

Court name: Davidson Co. 3rd Circuit

Name(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
Sandra Marisol Vaquerano	2/27/96	365	0	
Carlos Arturo Vaquerano	12/1/72	365	0	

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		$ 1256.00	$ 1256.00	
1a		Federal Benefit for child	+ 0.00	+ 0.00	
1b		Self-employment tax paid	- 0.00	- 0.00	
1c		Subtotal	$ 1256.00	$ 1256.00	
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)		$ 1256.00	$ 1256.00	
2a	Combined Adjusted Gross Income	$ 2512.00			
3	Percentage Share of Income (PI)		50 %	50 %	

Part III. Parents' Share of BCSO

		Mother / Column A	Father / Column B	Nonparent Caretaker \ Column C
4	BCSO allotted to primary parent's household	$ 724.00	$ 0.00	$ 0.00
4a	Share of BCSO owed to primary parent	$ 0.00	$ 362.00	
5	Each parent's average parenting time	N/A	0	
6	Parenting time adjustment	$ N/A	$ 68.43	
7	Adjusted BCSO	$ 0.00	$ 430.43	

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Part IV. Additional Expenses

	Mother / Column A	Father / Column B	Nonparent Caretaker / Column C
8a Children's portion of health insurance premium	$ 0.00	$ 0.00	$ 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	$ 0.00	$ 0.00
10 Share of additional expenses owed	$ 0.00	$ 0.00	
11 Adjusted Support Obligation (ASO)	$ 0.00	$ 430.43	

Part V. Presumptive Child Support Order

	OBLIGATION	
12 Presumptive Child Support Order (PCSO)	$ 0.00	$ 430.00

* 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	$ 430.00
16 FCSO adjusted for Federal benefit, Line 1a, Obligor's column	$ 0.00	$ 430.00

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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: Elsy Vaquerano	X		
	Name of Father: Carlos Vaquerano		X	
	Name of non-parent Caretaker:			
	TCSES case #:			
	Docket #: 12D1335			
	Court name: Davidson Co. 3rd 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	$ 1256.00	$ 1256.00

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

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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 XXXXXXXXXXXXXXX ID 000000000 RTD XX OFFICE 000

CP XXXXXXXXXXXXXXX ID 000000000 RTD XX USERID XXXXXXX

DOCKET 12D1335 # OF CHILDREN FOR THIS ORDER 2 NOTEPAD N

PARENTING TYPE ST - STANDARD PARENTING WORKSHEET DATE 08/20/2012

MORE +

		MOTHER	FATHER	NP CTAKER
PI MOTHER 50% PI FATHER 50%				
EACH PARENT'S AVERAGE PARENTING TIME		0	0	
GROSS INCOME SUBTOTAL	LOW INCOME N (Y/N)	1256.00	1256.00	
CREDIT FOR CHILDREN		0.00	0.00	
CHILDREN'S PORTION INS		0.00	0.00	0.00
RECURRING MEDICAL		0.00	0.00	0.00
CHILDCARE (P / N / B)		0.00	0.00	0.00
PCSO		0.00	430.00	

DEVIATION 0.00 SSA BENEFIT 0.00

FCSO 430.00 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

Copy

O	Sandra Marisol Vaquerano	02/27/1996
O	Carlos Arturo Vaquerano	12/01/1972

Copy

Copy

THIS THE 31 DAY OF August, 2012.

THE ~~HONORABLE~~ PHILLIP ~~ROBINSON~~

Respectfully Submitted,

David Hall, #030172
Attorney for the Wife
20 Music Circle East
Nashville, Tennessee 37203
615.669.1050

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Order has been served on the Defendant, via U.S. Mail, postage prepaid, on this the 22nd day of August, 2012 at the following address:

Col. El Cerrito #29, Av. Los Gramales
Santiago De Maria
Usulutan, El Salvador..

David D. Hall

Copy

Unofficial Property Record Card - Davidson County - Nashville, TN

General Property Data

FILED
2012 AUG 31 PM 3:59
RICHARD R. ROOKER, CLERK
D.C.

Parcel Identification	043 11 0 004.00		
Property Owner	VAGUERANO, CARLOS ARTURO	Property Location	208 SCALF DR MADISON
		Property Use	RES
Mailing Address	208 SCALF DR	Most Recent Sale Date	2/28/2003
		Sale Price	81,000
City	MADISON	Legal Reference	20030310-0031240
Mailing State	TN Zip 37115	Land Area	0.35 acres
Zone	6	Tax District	GSD

Current Property Appraisal

Fiscal Year 2012	Total Value 108,600
Land Value 26,200	Building Value 82,400

Building Description

Building Style SINGLE FAM	Foundation Type CRAWL	# of Living Units 1
Frame Type RESD FRAME	Year Built 1995	Building Grade C
Roof Cover ASPHALT	Building Condition Average	Siding FRAME
Finished Area (SF) 1020	Number Rooms 5	Number Beds 3
# of Full Baths 2	# of 3/4 Baths 0	# of 1/2 Baths 0
# of Total Fixtures 8		

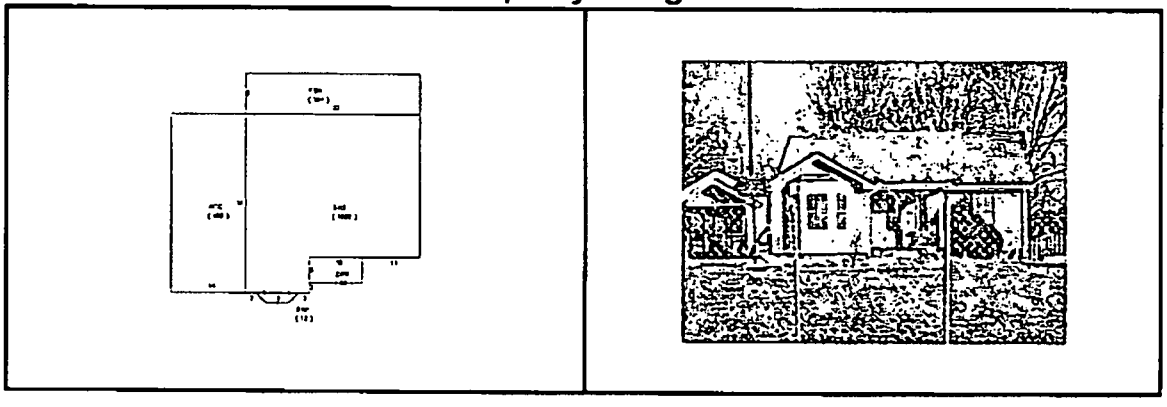
Legal Description

E SIDE SCALF DR S OF ROOSEVELT AVE 100X160XIR

Narrative Description of Property

This property contains 0.35 acres of land mainly classified for assessment purposes* as RES with a(n) SINGLE FAM style building, built about 1995 , having FRAME exterior and ASPHALT roof cover, with 1 unit(s), 5 room(s), 3 bedroom(s), 2 bath(s), 0 half bath(s). *The classification for assessment purposes is not an zoning designation and does not speak to the legality of the current use of the subject property.

Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranteed.

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 THIRD Circuit Court for Davidson County, Tennessee, on the 31 day of AUGUST, 2012, in Docket Number 12D1335 between VAQUERANO, ELSY SANDRA, Plaintiff, and VAQUERANO, CARLOS ARTURO, 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 06 day of MAY in the year two thousand fifteen and in the 238th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____

Deputy Clerk

[SEAL]