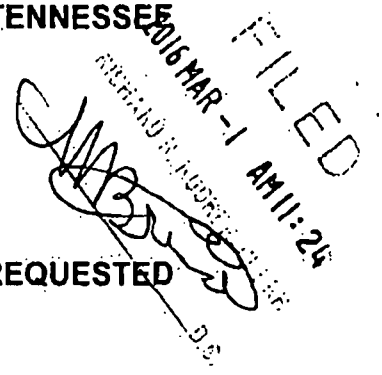
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IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE



SOVIT BISTA,	)	
	)	
Plaintiff/Husband,	)	
	)	
v.	)	**Docket No. 14D2543**
	)	**NOTICE OF ENTRY REQUESTED**
LILA KOIRALA,	)	
	)	
Defendant/Wife.	)	

FINAL DECREE OF DIVORCE

This cause came on to be heard on January 5, 2016 and on January 27, 2016, on the complaints for divorce of Plaintiff, Sovit Bista (hereafter referred to as "Husband" or "Father"), and counter complaint for divorce of Defendant, Lila Koirala (hereafter referred to as "Wife" or "Mother"), testimony of the parties including Third Party Nar Bista, stipulations of the parties, exhibits submitted, and witnesses in open Court and the entire record from all of which the Court accepted the Stipulations of the parties filed as Exhibit 1 and made the following findings:

1. The Court accepts the parties' stipulation that if proof were heard the Court could find that both parties had grounds for divorce, so that the Court should declare the parties to be divorced pursuant to T.C.A. § 36-4-129.

2. The Court accepts the parties' stipulation that the value of the marital residence located at 1228 Anduin Avenue, Antioch, TN 37013 is $148,000.00.

3. The Court accepts the parties' stipulation that the balance on the U.S. Bank Mortgage on the Anduin residence as of December 1, 2015 is $128,777.00, and further stipulate that there is an additional amount of $3,000.00 owed on the residence on the Entry Cost Assistance Loan also owed since the purchase of the residence on March 28,

BILL GARRETT, Davidson County
Trans:T20160021138 DEEDDIV
Recvd: 03/15/16 11:52 24 pgs
Fees:122.00 Taxes:0.00
20160315-0024495

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2014 for a total debt owed on the residence of $131,777.00. The Court finds that the equity in the residence is $16,223.00. These debts are listed solely in Husband and Nar Bista's names. Husband will pay these debts. The Court finds that Intervening Third Party Nar Bista did not make any financial contribution to the acquisition of the residence but that she did contribute her credit so that the parties could purchase this property. The Court finds that the interest of Nar Bista in the property is $4,000.00 or 24.66% of the equity, that the remaining 73.34% of the equity is divided equally between Husband and Wife with Husband being awarded $6,111.50 of the equity and Wife being awarded $6,111.50 of the equity.

4. The Court finds that Husband is awarded all of the Wife's right, title and interest in the residence located at 1228 Anduin Avenue, Antioch, TN 37013 and the Wife's interest in that residence is divested from the Wife and vested solely in Husband. Wife is awarded a lien of $6,111.50 against this property and a judgment in like amount against the Husband, until Husband pays this amount to Wife. Husband is ordered to pay to Wife $6,111.50 within six months of the entry of the final decree or the Court will set monthly payments plus interest. Failure of Husband to make timely payments on this judgment will result in a contempt finding.

5. The Court accepts the parties' stipulation to divide the furniture and furnishings in the Anduin residence and each party is awarded all of their clothing, jewelry, personal property, books, personal papers, toiletries and other similar items and with each party being awarded the following items listed under their names:

HUSBAND	WIFE
bigger cabinet	smaller cabinet
outside dining table and chairs	inside dining table and chairs
washer	dryer

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HUSBAND	WIFE
weed eater	vacuum
oven	Jadoo TV
two rugs	TV and TV stand
queen beds, sofa set & sound system	king bed sets & computer
½ kitchen equipment and utensils	½ kitchen equipment and utensils

Husband will provide Wife with computer password.
Wife will give Husband digital copy of all baby photos.

6. The Court accepts the parties' stipulation that Wife shall vacate the marital residence on or before February 1, 2016, at which time Husband shall have sole possession of the residence.

7. Wife is awarded the 2011 Toyota Camry and shall pay any indebtedness owed on said vehicle and shall keep insurance on this vehicle and hold Husband harmless from any liability thereon. Husband is awarded the 2009 Nissan Rogue and shall pay any indebtedness owed on said vehicle and shall keep insurance on this vehicle and shall hold Wife harmless from any liability thereon. The Court finds that here is some marital interest in Husband's vehicle but it is minimal. The title to the respective vehicles will be transferred into each party's name, if it is not already so listed.

8. Pursuant to the parties' stipulation, each will pay one-half the $2,618.00 debt owed to TN Department of Human Services for Food Stamp overpayment, so each will pay $1,309.00 on this debt. Each party shall pay this debt within one year from the entry of the final decree herein, and failure to do so will constitute contempt of court.

9. Wife will return the I-phone she is using to Husband by February 5, 2016, so he can remove her from his cell phone account or the parties will make arrangements with his service provider for Wife to purchase this phone and have it listed in her name. Husband will cooperate with Wife to transfer her cell phone number to a new cell phone

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should she obtain one in her name. The parties are expected to cooperate to have this resolved as soon as possible.

10. The Court accepts the parties' stipulation that Husband's income for 2015 was $30,458.00, with an average of $2,538.00 per month; and Wife's income for 2015 was $21,924.00 with an average of $1,827.00 per month.

11. The Court accepts the parties' stipulation that the parties have equally divided the funds in their joint checking account with each receiving $3,863.00; and that they filed a joint tax return for 2014 and equally divided the refund of $1,948.00.

12. The Court accepts the parties' stipulation that the Bank of America joint savings account ending in ***5607 and all funds currently held within same are awarded to Husband as his sole and separate property, as Wife has previously removed all funds awarded to her from that account. Each party is awarded any other bank account listed solely in his or her name. Each party has a credit card listed solely in their respective names which each will pay

13. The Court finds that the necklace purchased by Wife with separate funds of Husband that he entrusted to Wife is awarded to Wife as her separate property because Husband made the funds available to her and she used them for her own purposes.

14. The Court can make no finding regarding the $10,000.00 withdrawn from Wife's checking account.

In setting out the terms of the Parenting Plan, the Court has considered all 15 factors listed in T.C.A. § 36-6-106 to determine the best interests of the parties' minor child, Swapnil Bista, born December 2, 2012, and addressed each one of them as follows:

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1. Considering the strength, nature and stability of the child's relationship with each parent, the Court finds the child has a good relationship and a stable relationship with each of the parents, but considering day to day, the Court finds mother has performed the majority parenting responsibilities relating to the daily needs of the child. This is not to say that the Father would not have performed those duties, but because Mother was able to take time off from work to care for the child in its first months of life. The Father was working and performing services to generate money to support the family. Likewise, during the pendency of the case, by order of this Court, the Court has given Mother the advantage in this area, but this is not to say the Father, during this time, hasn't also accepted responsibility for the child's day to day needs, so this factor favors Mother, although slightly.

2. The Court finds that both parents appear to be able and willing to provide for the child and perform all functions for the day to day care of the child, and hopes and believes both will encourage a good relationship between the child and the other parent, so the Court finds this factor benefits both or is a neutral consideration.

3. This factor regarding parenting classes did not apply to this case.

4. The Court found that both parties are willing to do what is necessary to provide the child with food, clothing, medical care, education and other necessary care, so this factor favors both of the parties.

5. The Court found that the parent that has been the primary caregiver has been the Mother on a day to day basis but that during the divorce process Father has accepted what time that the Court has given him and during that time has provided

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caregiving for the child, as has the Mother, so that the Court finds this factor favors both parents.

6. Considering the love, affection and emotional ties existing between the parents, the Court finds that both parents love the child and the child loves both parents, so this factor favors either parent or is a neutral consideration.

7. The Court found that concerning the emotional needs and developmental needs of the child, given that the child is young, these are important years for the child to be learning what he needs to know . The Court finds both parents are willing to provide emotional support. Given the child is young, these are important years for the child in developing a bond with each one of its parents but also learning all of those things a child needs to learn to be successful as it enters elementary school. The Court finds that Father has greater education and has contributed time teaching, not only to this child to learn English, but also by helping other children in the family, as well as other people in his community. The Court finds it is imperative that this child learn English. Father has the better command of English and so this factor favors Father.

8. Considering the moral, physical, mental and emotional fitness of the parents, the Court has no question about either parent's fitness so this factor is a neutral consideration.

9. The Court found that the child has interactions with relatives of both Father and Mother and takes the position that you can't love child too much or have too many people loving him, so the Court finds this factor favors both parents.

10. The Court found the child has had continuity when the parties were living together and the child lived in a stable environment. During the divorce, the Mother had

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more time with the child due to the Court's Temporary Order, but each parent performed and provided continuity in the child's life and provided the child a stable environment. Therefore, the Court finds this factor favors both parents.

11. The Court found that there is no evidence of physical or emotional abuse of the child by either parent so the Court finds this factor is not applicable in this case.

12. The Court heard no proof causing the Court to question the character of other persons in the parties' homes, therefore, this is a neutral consideration, or favors both.

13. The Court found that the child is too young to give a preference so this factor does not apply.

14. The Court found the employment schedules of the parents do not create an issue so that this factor is not applicable.

15. Any other factor the Court finds applicable. The Court has found almost all of the previous considerations favor both parents. One consideration favors the Mother and one favors the Father. The Court finds both parties are from Nepal but are living in America now. This child will have to compete in America. For this child, education is all important and learning English is imperative. Entering school without a command of English language is a disadvantage. For this child to succeed, he must have a command of English and computer skills. The Court finds the Father is better qualified to assist the child with his education and to assist him with learning English. Neither set of grandparents is conversant in English. The Mother still has some difficulty with English. Father has an excellent command of the English language. Under these circumstances the Court finds this to be the most important consideration. Therefore, the Court declares

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the Father to be the Primary Residential Parent for the child and Mother to be the Alternate Residential Parent.

Pursuant to T.C.A. §36-6-106(a) requiring the Court, when in the best interest of the child, to maximize each parent's involvement with the child, and because the Court finds that both parents are fit to care for the child, the Court sets a shared custody arrangement which favors the Father slightly. The Court will continue the four (4) day, three (3) day schedule with four (4) days with Father and three (3) days with Mother.

Each party shall pay his or her own attorney fees.

Court costs shall be assessed equally between the parties.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. That given the stipulation that if proof were heard the Court could find that both parties had grounds for divorce, the Court declares the parties to be divorced pursuant to T.C.A. § 36-4-129, and the parties are restored to all rights and privileges of unmarried persons.

2. That the value of the marital residence located at 1228 Anduin Avenue, Antioch, TN 37013 is $148,000.00; the balance on the U.S. Bank Mortgage on the Anduin residence as of December 1, 2015 is $128,777.00; there is an additional amount of $3,000.00 owed on the residence on the Entry Cost Assistance Loan also owed since the purchase of the residence on March 28, 2014 for a total debt owed on the residence of $131,777.00; such that the equity in the residence is $16,223.00.

3. Husband will pay the mortgage and the Entry Cost Assistance Loan.

4. That the interest of Nar Bista in the Anduin property is $4,000.00 or 24.66% of the equity, that the remaining 73.34% of the equity is divided equally between

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Husband and Wife. Husband is awarded $6,111.50 of the equity and Wife is awarded $6,111.50 of the equity.

5. That Husband is awarded all of the Wife's right, title and interest in the residence located at 1228 Anduin Avenue, Antioch, TN 37013 and all of her interest in that residence is divested from her and vested in the Husband, with this property more specifically described as:

Parcel: 174-1-A Map: 143CO

Being all of Lot No. 143, on the plan of Final Plat, Rivendell Woods Subdivision, Phase 2, Section 2 according to plat and survey appearing of record in Instrument Number 20130812-0084220, of the Register's Office of Davidson County Tennessee, to which plat reference is hereby made for more complete details of location and description of said lot.

Being the same property conveyed to Sovit Bista and Lila Koirala, husband and wife, and Nar Bista, a single woman, by Warranty Deed dated March 21, 2014, from Ole South Properties, Inc., a Tennessee Corporation, and recorded as Instrument Number 20140328-0025671 on March 28, 2014, with the records of the Register's Office of Davidson County, Tennessee.

This conveyance is made subject to Declaration of Covenants, contained in instrument of record in Instrument Number 20070607-0068416, amended in Instrument Number 20080722-0074876, supplemented in Instrument Number 20130920-0099329; Easement for Sanitary Sewer and/or Storm Drainage of record in Book 9487, page 908, and in Instrument Number 20070522-0061016; Easement to Columbia Gulf Transmission Company of record in Book 4215, page 632; Easement for Storm Water Detention Agreement of record in Instrument Number 20031104-0161896, and in Instrument Number 20070430-0050843, and in Instrument Number 20080725-0076238; Ingress/Egress Easement to family cemetery of record in Instrument Number 20040702-0079201; (150) One Hundred Fifty Foot Tennessee Valley Authority Easement of record in Instrument Number 20040702-0079201; Declaration of Restrictions and Covenants for Storm Water Facilities Systems of record in Instrument Number 20130523-0052157; Order of Possession to Piedmont Natural Gas, Inc., for Easement of record in Instrument Number 20130130-0009636, assigned in Instrument Number 20130520-0050613; A portion of said lot lies within "Floodplain Zoning Overlap District" (Not Official FEMA Floodplain), per tax

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map; and to any and all matters shown on said plat and survey of record in Instrument Number 20130812-0084220, all of said Register's Office.
This conveyance is subject to any and all existing easements and/or restrictions of record.

This is improved property known as 1228 Anduin Avenue, Cane Ridge, Tennessee 37013.

6. Wife is awarded a lien of $6,111.50 against this property and as a judgment against the Husband, until Husband pays this amount to Wife. Husband is ordered to pay to Wife $6,111.50 within six months of the entry of the final decree of divorce, or the Court will set monthly payments plus interest. Failure of Husband to make timely payments on this judgment will result in a contempt finding.

7. The furniture and furnishings in the Anduin residence are divided as stipulated by the parties, with each party awarded all of their clothing, jewelry, personal property, books, personal papers, toiletries and other similar items and with each party awarded the following items listed under their names:

HUSBAND	WIFE
bigger cabinet	smaller cabinet
outside dining table and chairs	inside dining table and chairs
washer	dryer
weed eater	vacuum
oven	Jadoo TV
two rugs	TV and TV stand
queen beds, sofa set & sound system	king bed sets & computer
½ kitchen equipment and utensils	½ kitchen equipment and utensils

Husband will provide Wife with computer password.
Wife will give Husband digital copy of all baby photos.

8. That Wife shall vacate the marital residence on Anduin on or before February 1, 2016, at which time Husband shall have sole possession of the residence.

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9. Wife is awarded the 2011 Toyota Camry and shall pay any indebtedness owed on said vehicle and shall keep insurance on this vehicle and shall hold the Husband harmless from any liability for same. Husband is awarded the 2009 Nissan Rogue and shall pay any indebtedness owed on said vehicle and shall keep insurance on this vehicle and hold Wife harmless for any liability on same. The title to the respective vehicles will be transferred into each party's name, if it is not already so listed.

10. Each is to pay one-half the $2,618.00 debt owed to TN Department of Human Services for Food Stamp overpayment, so that each will pay $1,309.00 on this debt. Each party shall pay this debt within one year from the entry of the final decree herein, and failure to do so will constitute contempt of court.

11. Wife will return the I-phone she is using to Husband by February 5, 2016, so he can remove her from his cell phone account or the parties will make arrangements with his service provider for Wife to purchase this phone and have it listed in her name. Husband will cooperate with Wife to transfer her cell phone number to a new cell phone should she obtain one in her name. The parties are expected to cooperate to have this done as soon as possible.

12. That the Bank of America joint savings account ending in ***5607 and all funds currently held within same are awarded to Husband as his sole and separate property. Each party is awarded any other bank account listed solely in his or her name. Each party has a credit card listed solely in their respective names which each will pay.

13. The Court affirmatively finds that the Parenting Plan and Child Support Worksheet as issued by Court and attached hereto adequately provides for the care and

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support of the parties' minor child, is in the best interest of the child, and is made the Order of this Court.

14. The addresses of the parties are:

Sovit Bista	Lila Koirala
1228 Anduin Avenue	247 Tangle Wood Court, Apt 247;
Antioch, TN 37013	Nashville, TN 37211

15. Each party shall pay his or her own attorney fees.

16. Court costs are assessed equally between the parties, for which execution shall issue, if necessary.

Notice pursuant to T.C.A. §36-4-134: This decree 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 this decree for an account, any debt associated with an account or any debt. It may be in a party's best interest to cancel, close or freeze any jointly held accounts.

ENTERED this 1 day of ~~February~~ MARCH, 2016.

JUDGE PHILLIP ROBINSON

APPROVED FOR ENTRY:

Dot Dobbins (#2510)
Attorney for Husband
Dobbins, Venick, Kuhn & Byassee, PLLLC
210 25th Avenue North, Suite 1010
Nashville, TN 37203
(615) 321-5659

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CERTIFICATE OF SERVICE

I hereby certify that on this 25 day of February, 2016, a true and exact copy of the foregoing has been sent via U.S. mail, postage prepaid to:

Brad H. Frakes (#27234)
Attorney for Wife
222 2nd Avenue North, Suite 360 M
Nashville, TN 37201
(615) 248-7854

Nar Bista
1080 Shire Drive
Antioch, TN 37013

Dot Dobbins

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STATE OF TENNESSEE	THIRD CIRCUIT COURT	DAVIDSON COUNTY
PERMANENT PARENTING PLAN ORDER		FILE No. 14D2543
PLAINTIFF, SOVIT BISTA, Father	**DEFENDANT, LILA KOIRALA,** Mother	

FILED
2016 MAR -1 AM 11:24

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. The parties may mutually agree to modify the parenting schedule to accommodate the needs of the child and the parents.

This plan is a new plan.

Child's Name	Date of Birth
Swapnil Bista	12/02/2012

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent is Father. Mother is Alternate Residential Parent.

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

Mother – 159 days Father – 206 days

B. DAY-TO-DAY SCHEDULE

The mother shall have responsibility for the care of the child at the parenting times specified below:

From Saturday 5:00 p.m. to Tuesday 5:00 p.m. every week.

The father shall have responsibility for the care of the child at the parenting times specified below:

From Tuesday 5:00 p.m. to Saturday 5:00 p.m. every week.

This parenting schedule begins as of January 27, 2016 upon the ruling of the Court.

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C. HOLIDAY SCHEDULE AND OTHER SCHOOL FREE DAYS

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

	Mother	*Father*
Easter	*Odd*	*Even*
Mother's Day	*Every*	
Memorial Day	*Even*	*Odd*
Father's Day		*Every*
July 4th (8 a.m. July 4th to 8 a.m. on July 5th)	*Odd*	*Even*
Labor Day	*Even*	*Odd*
Halloween 3 p.m. to school next day or 8 p.m. next day	*Odd*	*Even*
Thanksgiving Day & Friday	*Odd*	*Even*

A holiday shall begin at 5:00 p.m. on the night preceding the holiday and end at 5:00 p.m. the night of the holiday, unless otherwise noted here.

D. FALL VACATION (*If applicable*)

The day to day schedule shall apply.

E. WINTER (CHRISTMAS) VACATION

The day to day schedule shall apply, except in even numbered years Mother will have child from 5:00 p.m. on December 23rd to 5:00 p.m. on December 24th and Father will have child from 5:00 p.m. December 24th to 5:00 p.m. December 25th. In odd numbered years Father will have child from 5:00 p.m. on December 23rd to 5:00 p.m. on December 24th and Mother will have child from 5:00 p.m. on December 24th to 5:00 p.m. December 25th.

F. SPRING VACATION (*If applicable*)

The day to day schedule shall apply.

G. SUMMER VACATION

The day-to-day schedule shall apply except as follows: each parent will have the option to have child with them for vacation travel for up to fourteen (14) days with written notice by text, email or letter, with Mother selecting and notifying the Father of her dates by April 1 and Father selecting his fourteen (14) days by April 15th, which days will not conflict with Mother's days. Father's fourteen (14) days will begin at 5:00 p.m. on Tuesday and fourteen (14) days after that and Mother's fourteen (14) days will begin at 5:00 p.m. Saturday and fourteen (14) days thereafter.

H. TRANSPORTATION ARRANGEMENTS

At the end of each parent's parenting time, the parent shall return the child to school at the start of the school day, if the child is in school on the day the parenting time ends or to the home of the other parent when child is not in school.

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I. OTHER

Both parents are enjoined and restrained from letting any person smoke in the house with the minor child, in a vehicle with the minor child, or around the minor child

Both parents are enjoined and restrained from putting pictures of the minor child on any social media site on the internet until the child is thirteen (13) years of age, although they can email pictures of the child to friends or family. Each party is further enjoined and restrained from allowing the minor child to participate in social media on the internet until the child is thirteen (13) years of age.

Wife is prohibited from leaving the minor child in the care of her brother, Dina Koirala, although he may be in the presence of her brother with proper supervision.

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
Extracurricular activities	mother	father	☒ joint

The parties shall consult with one another and attempt to reach a consensus and, if this is not possible, they shall go to mediation to determine the issue, or return to Court.

If the Parents do not agree on extracurricular activities, the activities will be scheduled during that Parent's parenting time and that Parent shall pay cost of activities.

III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Father's gross monthly income is $2538
Mother's gross monthly income is $1827

1. The final child support order is as follows:

   The father shall pay to the other parent as regular child support the sum of $8.00 monthly. **The Child Support Worksheet shall be attached to this Order as an Exhibit.***

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

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This support shall be paid directly to the other parent.

B. FEDERAL INCOME TAX EXEMPTION[†]

The mother is the parent receiving child support.

The Father shall claim Swapnil Bista for 2015, and in odd numbered years thereafter, and Mother shall claim Swapnil Bista for 2016, and in even numbered years thereafter.

Each parent 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, K-1's 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

The child is on TennCare so long as parents are financially eligible. Father is encouraged to obtain health insurance for the child though his employment if it is available at a reasonable cost.

Uncovered medical expenses for the child shall be paid by the parties on a pro rata basis in accordance with their incomes with the Father paying 58% and the Mother paying 42%.

E. LIFE INSURANCE

Father shall maintain a life insurance policy on his life with a face value of $100,000.00 with Mother as trustee for the benefit of the minor child so long as the child is a minor. When the child is no longer a minor, Father may either keep or terminate this insurance.

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

The child are scheduled to reside the majority of the time with the 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.

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.

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. The parent exercising parenting time shall furnish the other parent with a telephone number where the child may be reached at the days and time specified in a parenting plan or other court order or, where days and times are not specified, at reasonable times;
(2) The right to send mail to the child which the other parent shall not destroy, deface, open or censor. The parent exercising parenting time shall deliver all letters, packages and other material sent to the child by the other parent as soon as received and shall not interfere with their delivery in any way, unless otherwise provided by law or court order;
(3) The right to receive notice and relevant information as soon as practicable but within twenty-four (24) hours of any hospitalization, major illness or injury, or death of the child. The parent exercising parenting time when such event occurs shall notify the other parent of the event and shall provide all relevant healthcare providers with the contact information for the other parent;
(4) The right to receive directly from the child's school any educational records

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customarily made available to parents. Upon request from one parent, the parent enrolling the child in school shall provide to the other parent as soon as available each academic year the name, address, telephone number and other contact information for the school. In the case of children who are being homeschooled, the parent providing the homeschooling shall advise the other parent of this fact along with the contact information of any sponsoring entity or other entity involved in the child's education, including access to any individual student records or grades available online. The school or homeschooling entity shall be responsible, upon request, to provide to each parent records customarily made available to parents. The school may require a written request which includes a current mailing address and may further require payment of the reasonable costs of duplicating such records. These records 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 treating physician or healthcare provider. Upon request from one parent, the parent who has arranged for such treatment or health care shall provide to the other parent the name, address, telephone number and other contact information of the physician or healthcare provider. The keeper of the records may require a written request including a current mailing address and may further require payment of the reasonable costs of duplicating such records. No person who receives the mailing address of a requesting 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 such parent or such parent's family by the other parent to or in the presence of the child;

(7) The right to be given at least forty-eight (48) hours notice, whenever possible, of all extracurricular school, athletic, church activities and other activities as to which parental participation or observation would be appropriate, and the opportunity to participate in or observe them. The parent who has enrolled the child in each such activity shall advise the other parent of the activity and provide contact information for the person responsible for its scheduling so that the other parent may make arrangements to participate or observe whenever possible, unless otherwise provided by law or court order;

(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 forty-eight (48) hours, an itinerary which shall include the planned dates of departure and return, the intended destinations and mode of travel and telephone numbers. The parent traveling with the child or children shall provide this information to the other parent so as to give that parent reasonable notice; and

(9) The right to access and participation in the child's education on the same bases that are provided to all parents including the right of access to the child during lunch and other school activities; provided, that the participation or access is legal and reasonable; however, access must not interfere with the school's day-to-day operations or with the child's educational schedule.

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:

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If a parent who is spending intervals of time with a child desires to relocate outside the state or more than fifty (50) 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 Father. There is a waiver for Mother's attendance.

APPROVED FOR ENTRY:

Dot Dobbins (#2510)
Attorney for Father
Dobbins, Venick, Kuhn & Byassee, PLLLC
210 25th Avenue North, Suite 1010
Nashville, TN 37203
(615) 321-5659

COURT COSTS (If applicable)

Court costs, if any, are taxed equally between the parties.

It is so ORDERED this the 1 day of ~~February~~ March, 2016.

Phillip Robinson, Judge

Copy

Effective as of 7/22/2008

State of Tennessee - Department of Human Services
Child Support Worksheet

1/27/2016 - 12:43 PM

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:	Lila Koirala		X	
Name of Father:	Sovit Bista	X		
Name of non-parent Caretaker:				
TCSES case #:				
Docket #:				
Court name:				

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Name(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
Swapnil Bista	12/2/2012	159	206	

Part II. Adjusted Gross Income

			Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
	1	Monthly Gross Income	$ 1,827.00	$ 2,538.00	
	1a	Federal benefit for child	+	+	
Use Credit Worksheet to calculate line items 1d - 1e	1b	Self-employment tax paid			
	1c	Subtotal	1,827.00	2,538.00	
	1d	Credit for in-home children	- 0.00	- 0.00	
	1e	Credit for not-in-home children	- 0.00	- 0.00	
	2	Adjusted Gross Income (AGI)	$ 1,827.00	$ 2,538.00	
	2a	Combined Adjusted Gross Income	$4,365.00		
	3	Percentage Share of Income (PI)	42%	58%	

Part III. Parents' Share of BCSO

		Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
4	BCSO allotted to primary parent's household	$ 0.00	$ 785.00	$ 0.00
4a	Share of BCSO owed to primary parent	$ 329.70	$ 0.00	
5	Each parent's average parenting time	159	N/A	
6	Parenting time adjustment	$ -338.04	$ N/A	
7	Adjusted BCSO	$ 0.00	$ 8.34	

Copy

Child Support Worksheet

Part IV. Additional Expenses

		Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
8a	Children's portion of health insurance premium	$	$	$
8b	Recurring uninsured medical expenses	$	$	$
8c	Work-related childcare	$	$	$
9	Total additional expenses	$ 0.00	$ 0.00	$ 0.00
10	Share of additional expenses owed	$ 0.00	$ 0.00	
11	Adjusted Support Obligation (ASO)	$ 0.00	$ 8.34	

Part V. Presumptive Child Support Order

		OBLIGATION	
12	Presumptive Child Support Order (PCSO) *	$ 0.00	$ 8.00

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

Low Income? N (N=15% Y=7.5%)
Current Order Flat %? N (N / Y)

Modification of Current Child Support Order

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

Part VI. Deviations and FCSO

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

14	Deviations (Specify):	$	$
15	Final Child Support Order (FCSO)	$ 0.00	$ 8.00
16	FCSO adjusted for Federal benefit, Line 1a, Obligor's column.	$ 0.00	$ 8.00

Comments, Calculations, or Rebuttals to Schedule

Preparer's Use Only

Name: As Calculated by Court Date: 1/27/2016
Title:

Copy

CERTIFICATE OF SERVICE

DOCKET NO. 14D2543

I hereby certify I have mailed a copy of the foregoing to the parties/counsel listed below, on this 2ND day of MARCH, 2016.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____
Deputy Clerk

DOT DOBBINS, ATTORNEY
DOBBINS, VENICK, KUHN & BYASSEE
210 25TH AVE. NORTH, SUITE 1010
NASHVILLE, TN 37203

BRAD H. FRAKES, ATTORNEY
222 2ND AVE. NORTH, SUITE 360M
NASHVILLE, TN 37201

NAR BISTA
1080 SHIRE DR.
ANTIOCH, TN 37013

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 01 day of MARCH, 2016, in Docket Number 14D2543 between BISTA, SOVIT ET.AL, Plaintiff, and KOIRALA, LILA, 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 15 day of MARCH in the year two thousand sixteen and in the 239th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____
Deputy Clerk

