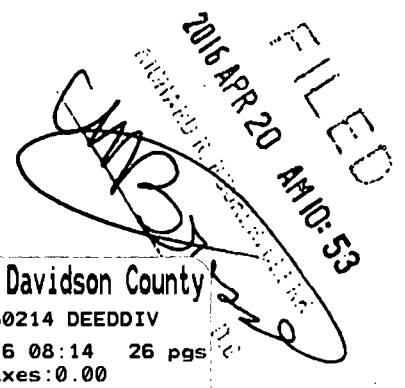
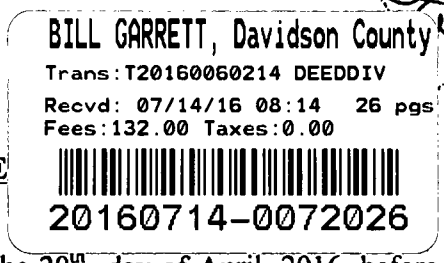
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IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

RACHEL ELIZABETH DYER,)
)
Plaintiff/Wife,)
)
vs.) No. 15D-2227
)
MATTHEW STEPHEN DYER,)
)
Defendant/Husband.)





FINAL DECREE

This cause came on to be heard on this the 20th day of April, 2016, before the Honorable Phillip Robinson, Judge of the Third Circuit Court of Davidson County, Tennessee, upon the Complaint for Divorce filed by Wife on November 23, 2015 alleging Irreconcilable Differences as the grounds for divorce, the parties' Marital Dissolution Agreement and Permanent Parenting Plan signed by Husband and Wife on March 21, 2016. More than ninety (90) days have elapsed since the filing of the Complaint for Divorce in this case. From the Complaint, the Marital Dissolution Agreement and Permanent Parenting Plan signed by both parties, and upon the entire record in this cause the Court finds that the parties have suffered irreconcilable differences.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that Plaintiff/Wife, RACHEL ELIZABETH DYER, be and is hereby granted an absolute divorce from Defendant/Husband, MATTHEW STEPHEN DYER, on the grounds of Irreconcilable Differences, as set forth in Section 36-4-101 (14), Tennessee Code Annotated.

The Court affirmatively finds that there is one minor child born of this marriage, and by written agreement the parties have made adequate and sufficient provisions for the custody and support of the minor child, along with an equitable settlement of all property rights existing between the parties. The Court approves the Marital Dissolution Agreement and Permanent Parenting Plan signed by both parties, and the same are hereby incorporated by reference in full and are specifically made a part of this final Decree as follows:

Copy

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

2016 MAR 23 AM 8:43

D.C.

RACHEL ELIZABETH DYER,	)	
	)	
Plaintiff/Wife,	)	
	)	
vs.	)	No. 15D-2227
	)	
MATTHEW STEPHEN DYER,	)	
	)	
Defendant/Husband.	)	

MARITAL DISSOLUTION AGREEMENT

This Marital Dissolution Agreement is made and entered into by and between RACHEL ELIZABETH DYER of Davidson County, Tennessee, hereinafter referred to as "Wife" and MATTHEW STEPHEN DYER of Davidson County, Tennessee, hereinafter referred to as "Husband".

W I T N E S S E T H:

WHEREAS, the parties hereto are Husband and Wife and have been separated since November 2015 and,

WHEREAS, said separation resulted from irreconcilable differences between the parties and they are not now living together as Husband and Wife; and,

WHEREAS, the parties hereto are mutually desirous of adjusting all issues in said action relative to child custody, support and division of property and debts; and,

WHEREAS, the parties are presently engaged in an action in the Third Circuit for Davidson County, No. 15D-2227, seeking among other things a dissolution of their marriage; and,

WHEREAS, both parties have full knowledge of and have made full disclosure of all separate and marital assets; and,

Copy

WHEREAS, neither party at the time of this agreement is under the influence of any intoxicant or drug, legal or illegal, nor is any party experiencing any mental problems or conditions that would affect their judgment other than the stress normally to be expected in a divorce; and,

WHEREAS, Wife is represented by Kamie L. Hefner, and Husband is representing himself, and,

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereafter contained, the parties do mutually agree as follows:

1. **MUTUAL UNDERSTANDING**:

That each of said parties is fully and completely informed of the financial and personal status of the other, and each of the parties has given full and mature thought to the making of this agreement, and all of the obligations contained herein, and that each of said parties understands that the agreements and obligations assumed by the other are assumed with the express understanding and agreement that they are in full satisfaction of all obligations which each of said parties now has or might hereafter or otherwise have toward the other. This Agreement is not made in collusion with each other, and it is understood that in the case of a divorce on fault grounds, proof must be presented to the Court of those grounds sufficient to establish the merits of the claim.

2. **NO INTERFERENCE:**

Each party shall be free from the interference, authority and control, either directly or indirectly, 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.

3. **WAIVER OF SERVICE**:

Husband is aware that this divorce action is on file in the Third Circuit Court for

Copy

Davidson County, Docket Number 15D-2227, and he has received a copy of Wife's Original Complaint. Husband waives further service and waives filing an answer.

4. **DIVORCE**:

Wife shall be awarded an absolute divorce upon the grounds of irreconcilable differences.

5. **MINOR CHILD**:

The parties have one (1) minor child, ELEANOR CAITLYN DYER, date of birth October 11, 2011. Provisions concerning the time the child shall be with each parent, decision-making responsibilities for the children, and other matters relating to the child are contained in a Permanent Parenting Plan which has been executed by the parties contemporaneous with the execution of this Marital Dissolution Agreement and which is incorporated herein by reference and made a part hereof.

6. **MARITAL RESIDENCE**:

The parties are the owners of a residence located at 1120 Kirkland Avenue, Nashville, Tennessee 37216, which is more particularly described as follows:

> Land in Davidson County, Tennessee, being the Easterly half of Lot No. 6 on the Plan of Inglewood Place, as of record in Book 332, Page 101, Register's Office for Davidson County, Tennessee, and being part of the area marked "Reserved" on the plan of Kenmore Courts Subdivision, as of record in Book 1835, Page 113, Register's Office for Davidson County, Tennessee, being more particularly described as follows:
>
> SAID Lot fronts 50 feet on the Southerly side of Kirkland Avenue; thence running in a Southerly direction, 190.45 feet to a point; thence running in a South-Southwesterly direction 61.4 feet to a point; thence running in a Southeasterly direction 215.1 feet to a point; thence running in a Northerly direction 125.4 feet to a point; thence running in a Westerly direction 149.4 feet to a point; thence running in a Northerly direction 188.1 feet to the point of beginning.
>
> Being the same property conveyed to Rachel Dyer and husband, Matthew Dyer by Warranty Deed dated August 1, 2006, from Anna M. Ruegge, Unmarried, of record in instrument number 20060808-0097197, Register's Office for Davidson County, Tennessee.

Copy

This property shall be and hereby awarded to Wife, and any right, title and interest in and to said property currently held by Husband shall be divested out of him and vested solely in Wife. Within one hundred eighty (180) days of execution of this agreement, Wife shall refinance all mortgage indebtedness on the marital residence solely in her individual name so as to remove Husband's name from all liability on the residence. Husband shall cooperate with executing all necessary documents at the time of the refinancing. Husband shall move out of the residence fourteen (14) days after execution of this agreement, and Wife shall have sole possession of the residence.

7. **VEHICLES**:

Wife shall be awarded as her sole and separate property the respective automobile she is currently driving, one 2014 Hyundai Sonata, VIN#5NPEC4AC8EH921180, subject to the indebtedness thereon. Wife shall make all payments on this vehicle timely so as to not harm Husband's credit, and she shall hold Husband harmless thereon. Wife shall keep the vehicle insured at all times, and she shall provide proof of insurance to Husband annually on the anniversary of the final decree. Wife shall also be awarded as her sole and separate property free from any interest of Husband, one 1993 Chevrolet S10 Truck, VIN#1GCCS14Z8P0190212, which is unencumbered by debt and titled solely in Husband's individual name. Husband agrees to execute any and all necessary documents to convey titles to Wife.

Husband shall be awarded as his sole and separate property the respective automobile he is currently driving, one 2016 Dodge Ram Pickup Truck, VIN# 3C6UR5CL0GG192480, subject to the indebtedness thereon, and said truck is financed and titled in Husband's individual name. Husband shall also be awarded as his sole and separate property the 2016 Grand Design Reflection 308BHTS trailer, VIN# 573TR3629G3305205, subject to the

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indebtedness thereon. Said trailer is financed and titled in Husband's individual name.

8. **PERSONAL PROPERTY AND HOUSEHOLD FURNISHINGS**

During the marriage the parties have accumulated household furniture, furnishings, miscellaneous other personal property and personal effects. The parties have already divided this property, and Husband shall be awarded all property on the attached list, "Husband's Property", and Wife shall be awarded all remaining property located in the marital residence.

9. **INDEBTEDNESS**:

Wife shall be solely responsible for the AA Barclaycard and Lowes credit cards in her individual name.

Husband shall be solely responsible for American Express, Discover, and Southwest Chase credit cards in his individual name.

It is further agreed by and between the parties that each party shall be solely responsible for any other debts that they have acquired in their respective names and not set forth specifically herein, and that they shall each indemnify and hold the other party harmless from any liability thereon.

10. **RETIREMENT PLANS**:

Wife shall be awarded all interest in the 403b in her individual name, along with her company pension, and Husband shall be awarded all interest in the 401k in his individual name, along with his company pension. Neither party shall have any rights or interest in the other party's retirement plans.

11. **BANK ACCOUNTS**:

Upon execution of this agreement, Husband shall be awarded $6,000.00 as his sole and separate property from the Capital [redacted] savings account. Wife shall be awarded the remaining funds on deposit in the following joint bank accounts and she shall immediately

Copy

close the accounts: Bank of America checking [redacted]; Bank of America savings [redacted] Pinnacle checking [redacted] Capital 360 savings [redacted]; and Capital 360 checkin[redacted]. Husband shall cooperate in executing any necessary paperwork to close these accounts.

The parties agree that all other funds on deposit in bank accounts, including checking accounts, savings accounts, money market accounts, and/or certificates of deposit, unless otherwise addressed in this Agreement, styled in the individual name of either party shall be the sole and separate property of the party in whose name each such account is styled, free of any claim by the other party.

12. **ALIMONY**:

Both parties agree to waive any claim to alimony, past, present, or future.

13. **ACCEPTANCE BY THE PARTIES**:

With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a nondischargeable debt under 11 USC Section 523(5) of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement.

14. **CREDITOR CLAIMS**:

In the event a creditor of either party makes a claim against the other party that is upheld by a court of competent jurisdiction to pay any debt for which that party is not responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover from the other party the amount of any payment he or she makes, including interest, and any expenses incurred in defending against the creditor's claim, including reasonable attorney's fees.

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15. **NON-COMPLIANCE**:

Should either party incur any expense or legal fees as a result of the breach of any portion of this Marital Dissolution Agreement by the other party, the Court shall award reasonable attorney's fees and suit expenses to the non-defaulting party. No breach, waiver or default of any of the terms of this agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this Agreement.

16. **SEVERANCE**:

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.

17. **MODIFICATION**:

A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement, and approved by the Court if such approval is required. Failure of either party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

18. **COMPLETE DISCLOSURE**:

Each party has made a full and complete disclosure of his or her assets and liabilities.

19. **EXECUTION OF INSTRUMENTS**:

It is agreed that either party shall promptly execute any and all documents of any and every kind and character for the other which may be necessary and proper to carry out the terms of this Agreement.

20. **REPRESENTATIONS**:

The parties represent to each other as follows:

Copy

Each party fully understands the facts and has been fully informed of his or her legal rights and obligations and each is signing this Agreement freely and voluntarily, intending to be bound by it.

Each understands and agrees that this Agreement constitutes the entire contract of the parties. It supersedes any prior understandings or agreements between them upon the subjects covered in this Agreement. There are no representations or warranties other than set forth herein.

Both parties specifically acknowledge that they understand the terms of this Agreement, and that they have either consulted with, or have had the opportunity to consult with, legal counsel prior to entering into this Agreement, and they further acknowledge and represent that they have reviewed this Agreement independently of each other and their respective counsel.

It is further understood and agreed that the terms and provisions of this Marital Dissolution Agreement may be incorporated into any decree of divorce which may hereafter be obtained by either party, and the issues of property, debts, and child support shall be enforceable by contempt proceedings, if necessary. The parties understand that a Court of competent jurisdiction must accept this Agreement as being equitable and fair prior to its having a binding effect as a Court Order. This instrument is being entered into by the parties of their own free will and accord, free from any undue or improper influence, fraud, coercion, duress, or misrepresentation.

21. **ATTORNEY FEES AND COURT COSTS**:

Within seven (7) days of execution of this agreement, Husband shall pay Wife as alimony *in solido* the sum of $1,000.00 to be applied towards Wife's attorney fees. Wife shall be responsible for her remaining attorney fees, and Husband shall be solely responsible for his attorney fees incurred in this cause. The parties shall be equally responsible for paying any remaining court costs assessed in this cause.

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This Agreement shall be governed by the laws of the State of Tennessee.

This Agreement shall be binding upon the respective heirs, representatives, executors, administrators and assigns of the parties hereto.

22. **TAX ADVICE**:

Counsel preparing this Agreement has not advised, nor will advise, the parties as to any tax consequences of any such transfer of both real and personal property, including but not limited to stock(s), franchise ownership, retirement benefits, 401K plans, IRAs, or other pension plans, and have advised each party to seek other independent advice as to tax consequences and penalties of transfer, if any.

23. **INCOME TAX**

The parties shall file jointly their federal income tax return for tax year 2015 and separately for all years thereafter. The parties agree to split equally (50-50) any refund and/or deficiency for tax year 2015.

Husband and Wife each represent and warrant to the other that all federal income tax returns are or were in all respects, true, correct and completed, and fully and accurately reflect income and deductions for those years. If, in connection with the joint federal income tax returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon, shall be borne by either or both of the parties, depending if the deficiency arose out of the individual income, deduction, or misreporting of one or the other parties', and if so, to what extent, or out of a joint income or deduction.

24. **HEALTH INSURANCE**:

Each party shall be responsible for providing his or her own health insurance upon entry of the final decree.

25. **TAX EXEMPT STATUS**:

This agreement is a transfer of appreciated property between spouses in

Copy

connection with a divorce, and is not a sale or exchange or other disposition, but is a proportional division of property by co-owners.

26. **NOTICE REGARDING CREDITORS:**

This agreement does not necessarily affect the ability of a creditor to proceed against a party, or party's property, even though the party is not responsible under the terms of this decree for the account, any debt associated with the account or any debt. It may be in the party's best interest to cancel, close or freeze any jointly held accounts.

27. **DISCOVERY:**

The parties acknowledge their respective rights, under the Tennessee Rules of Civil Procedure, to participate in written (Interrogatories, Request for Production of Documents, etc.) and/or oral (Depositions) discovery, as part of this proceeding. However, each party waives his or her rights in that regard and wishes to settle this case under the terms contained in this Agreement, subject to the Court's approval.

WITNESS THE HAND of the Wife on this the 21 day of March, 2016, and of the Husband on this the 21 day of March, 2016.

RACHEL ELIZABETH DYER
Wife

MATTHEW STEPHEN DYER
Husband

SEAN GORDON
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

Copy

THE STATE OF TENNESSEE)

COUNTY OF WILLIAMSON)

Personally appeared before me, a Notary Public for said County and State, RACHEL ELIZABETH DYER, with whom I am personally acquainted (or upon sufficient evidence provided), and who acknowledged that she executed the foregoing instrument for the purposes therein contained and as and for her free act and deed.

WITNESS MY HAND AND SEAL at Brentwood, Tennessee, this the 21 day of March, 2016.

NOTARY PUBLIC

My Commission Expires:

7-24-17

KRISTA M. HEFNER STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

THE STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public for said County and State, MATTHEW STEPHEN DYER, with whom I am personally acquainted (or upon sufficient evidence provided), and who acknowledged that he executed the foregoing instrument for the purposes therein contained and as and for his free act and deed.

WITNESS MY HAND AND SEAL at Nashville Davidson Co., Tennessee, this the 21st day of March, 2016.

NOTARY PUBLIC

SEAN GORDON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires:

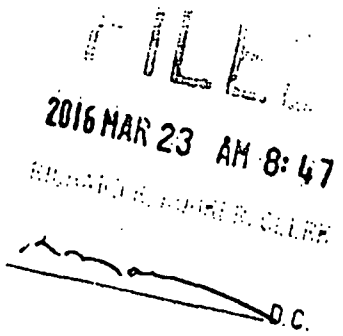
718 Thompson Lane Ste 108
Nashville TN 37204

MY COMMISSION EXPIRES
MAY 08, 2018

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HUSBAND'S PROPERTY



iPad
Keep
Mac mini and monitor
Kitchen table, bench, chairs
Clothes
Some tools
Projector and screen
Excess pots and pans
Record player
Airport express
The Prisoner DVDs
Personal items owned prior to marriage
PC laptop and accessories
Books
Computer speakers
Xbox 360 with games
PlayStation three games
One pillow
Gun safe
All guns
Dinali 5500 backpack
Car seat
The pictures that have been hanging in my office at work.
Trashcan

Copy

STATE OF TENNESSEE	THIRD CIRCUIT COURT *(Must be completed)*	DAVIDSON COUNTY *(Must be completed)*
PERMANENT PARENTING PLAN ORDER 2016 MAR 23 AM 8:43		FILE NO. 15D2227
☐ PROPOSED ☒ AGREED ☐ ORDERED BY THE COURT		DIVISION ____
PLAINTIFF *(Name: First, Middle, Last)* **RACHEL ELIZABETH DYER** ☒ Mother ☐ Father	**DEFENDANT** *(Name: First, Middle, Last)* **MATTHEW STEPHEN DYER** ☐ Mother ☒ Father	

FILED 2016 APR 20 AM 10:53

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
Eleanor Caitlyn Dyer	10/11/11

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent is the Mother, Rachel Elizabeth Dyer .

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 except at the following times when the other parent shall have responsibility:

From Thursday at 3:00 P.M., or after school to Monday morning take to school or daycare before 9:30 A.M.

☐ every week ☒ every other week ☒ other: every other Thursday at 3:00 P.M., or after school until 8:00 P.M.

This parenting schedule begins immediately.

Copy

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
Easter Day(unless otherwise coinciding with Spring Vacation)	Odd	Even
Mother's Day	Every	____
Memorial Day	Even	Odd
Father's Day	____	Every
July 4th	Odd	Even
Labor Day	Even	Odd
Halloween	Odd	Even
Thanksgiving (Wednesday at 6:00 p.m. through Sunday at 6:00 p.m.)	Even	Odd

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 for Halloween, the holiday begins at 9:00 A.M. and continues until the following day at 9:00 A.M.

D. FALL VACATION (*If applicable*)

The day to day schedule shall apply.

E. WINTER (CHRISTMAS) VACATION

The parties shall follow the Metro school calendar.

In odd numbered years, Father shall have parenting time with the minor child from the day and time school is dismissed until Christmas Day at 2:00 P.M. Mother shall have the minor child from Christmas Day at 2:00 P.M. until New Years Eve at 6:00 P.M.

In even numbered years, Mother shall be allowed to take the minor child to the United Kingdom for two (2) full weeks of the Christmas vacation, beginning with the day school is dismissed, as long as she gives Father 60 days written notice.

In even numbered years if Mother does not travel to the United Kingdom, Mother shall have parenting time with the minor child from the day and time school is dismissed until Christmas Day at 2:00 P.M. Father shall have the minor child from Christmas Day at 2:00 P.M. until New Years Eve at 6:00 P.M.

F. SPRING VACATION (*If applicable*)

Mother – even years; Father – odd years. The time shall begin when school dismisses until 6:00 p.m. the evening before school resumes.

G. SUMMER VACATION

The day-to-day schedule shall apply, with the exception that both parents shall be entitled to three (3) non-consecutive weeks for vacation purposes. The weeks shall be consecutive if both parties agree. Each parent shall notify the other parent prior to May 1st each year in writing of the weeks he/she chooses.

Copy

H. TRANSPORTATION ARRANGEMENTS

The place of meeting for the exchange of the child or children shall be the mother's home or the child's school.
Payment of long distance transportation costs *(if applicable):* ☐ mother ☐ father ☐ both equally.
Other arrangements: _____
If a parent does not possess a valid driver's license, he or she must make reasonable transportation arrangements to protect the child or children while in the care of that parent.

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

☐ **Check if applicable**

Supervised parenting time shall apply during the day-to-day schedule as follows:

☐ Place: _____.
☐ Person or organization supervising: _____
☐ Responsibility for cost, if any: ☐ mother ☐ father ☐ both equally.

J. OTHER

The following special provisions apply:

Mother and Father shall equally (50-50) divide all extracurricular activities that the minor child is involved in including but not limited to: uniforms, equipment, lessons, dues, fees, etc.

Father shall pay one-half (½) of the round-trip airfare for minor child to travel to the United Kingdom each year, not to exceed one trip per year. Father shall pay Mother directly this sum within thirty (30) days of Mother presenting the receipt/proof of airfare to Father.

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

Copy

III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Father's gross monthly income is $ 6,507.00.
Mother's gross monthly income is $ 5,283.00.

1. The final child support order is as follows:
   a. The ☐ mother ☒ father shall pay to the other parent as regular child support the sum of $551.00 ($1102 total) ☒ twice per month. **The Child Support Worksheet shall be attached to this Order as an Exhibit.***

   If this is a deviation from the Child Support Guidelines, explain why: _____

2. Retroactive Support: A judgment is hereby awarded in the amount of $_____ to ☐ mother ☐ father against the child support payor representing retroactive support required under Section 1240-2-4.06 of the D.H.S. Income Shares Child Support Guidelines dating from _____ which shall be paid (including pre/post judgment interest) at the rate of $_____ per ☐ week ☐ month ☐ twice per month ☐ every two weeks until the judgment is paid in full.

3. Payments shall begin on the 1st and 15th days of December, 2015.

This support shall be paid:

☒ directly to the other parent.
☐ to the Central Child Support Receipting Unit, P. O. Box 305200, Nashville, Tennessee 37229, and sent from there to the other parent at:_____.
A Wage Assignment Order is attached to this Parenting Plan
☐ by direct deposit to the other parent at _____ Bank for deposit in account no. _____.
☐ 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 Eleanor every year.

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.

* 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.

Copy

- 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 will be:

☒ maintained by the mother

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, orthodontia, prescriptions, 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

☒ Father shall insure his own life in the minimum amount of $250,000 by whole life or term insurance, and Mother shall insure her own life in the minimum amount of $175,000 by whole life or term insurance. Until the child support obligation has been completed, the policy shall name the following as sole irrevocable primary beneficiary: ☐ the other parent, ☒ the other parent, as trustee for the benefit of the child, to serve without bond or accounting, ☐ other . Each parent shall provide the other parent with a complete copy of the life insurance policy upon entry of the final decree, and every year annually on the anniversary of the final decree.

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

The child is 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.

Copy

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. 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 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

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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 ☐ 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.)***

Rachel E Dyer — 3/21/16 Brentwood, TN
Mother — Date and Place Signed

KRISTA M. HEFNER NOTARY PUBLIC STATE OF TENNESSEE WILLIAMSON COUNTY

Sworn to and subscribed before me this 21 day of March, 20 16.

My commission expires: 7-24-17 — Notary Public

Matthew Dyer — 3/21/16 The UPS Store 748 Thompson Lane Nashville TN 37204
Father — Date and Place Signed

Sworn to and subscribed before me this 21st day of March, 2016.

SEAN GORDON NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY

My commission expires: May 08, 2018 — Notary Public — 3.21.2016

MY COMMISSION EXPIRES MAY 08, 2018

APPROVED FOR ENTRY:

Kamie L. Hefner
Attorney for Mother
116 Wilson Pike Circle, Suite 103A
Address
Brentwood, TN 37027
Address
(615)370-9800 BPR 18032

Attorney for Father
Address
Address

Copy

Phone and BPR Number *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)

Remaining Court costs, if any, are taxed as follows:
Equally between the parties.

It is so ORDERED this the 20 day of APRIL, 2016.

Judge

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Effective as of 7/22/2008

State of Tennessee - Department of Human Services
Child Support Worksheet

12/8/15 - 10:33 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:	Rachel Dyer	X		
Name of Father:	Matthew Dyer		X	
Name of non-parent Caretaker:				

TCSES case #:

Docket #:

Court name:

2016 MAR 23 AM 8:46

Name(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
Eleanor Dyer	10/11/11	245	120	

2016 APR 20 AM 10:53

FILED

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	$ 5,283.00	$ 6,507.00	
	1a	Federal benefit for child	+	+	
	1b	Self-employment tax paid	-	-	
	1c	Subtotal	5,283.00	6,507.00	
	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)	$ 5,283.00	$ 6,507.00	
2a		Combined Adjusted Gross Income	$11,790.00		
3		Percentage Share of Income (PI)	45%	55%	

Part III. Parents' Share of BCSO

		Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
4	BCSO allotted to primary parent's household	$ 1275.00	$ 0.00	$ 0.00
4a	Share of BCSO owed to primary parent	$ 0.00	$ 701.25	
5	Each parent's average parenting time	N/A	120	
6	Parenting time adjustment	$ N/A	$ -180.77	
7	Adjusted BCSO	$ 0.00	$ 520.48	

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Effective as of 7/22/2008

State of Tennessee - Department of Human Services
Child Support Worksheet

12/8/15 - 10:33 PM

Part IV. Additional Expenses

		Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
8a	Children's portion of health insurance premium	$ 104.28	$	$
8b	Recurring uninsured medical expenses	$	$	$
8c	Work-related childcare	$ 953.33	$	$
9	Total additional expenses	$ 1,057.61	$ 0.00	$ 0.00
10	Share of additional expenses owed	$ 0.00	$ 581.69	
11	Adjusted Support Obligation (ASO)	$ 0.00	$ 1,102.17	

Part V. Presumptive Child Support Order

		OBLIGATION	
12	Presumptive Child Support Order (PCSO)	$ 0.00	$ 1,102.00

* 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	$ 1,102.00
16	FCSO adjusted for Federal benefit, Line 1a, Obligor's column.	$ 0.00	$ 1,102.00

Comments, Calculations, or Rebuttals to Schedule

Preparer's Use Only

Name: Kamie L. Hefner
Title: Kamie L. Hefner
Date: 12/8/15

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IT IS ORDERED, ADJUDGED AND DECREED by the Court that all provisions of the said Marital Dissolution Agreement and Permanent Parenting Plan are hereby approved and made the Judgment of the Court.

It is further appearing to the Court that the parties' current mailing addresses are as follows:

RACHEL ELIZABETH DYER
1120 Kirkland Ave.
Nashville, TN 37216

MATTHEW STEPHEN DYER
1120 Kirkland Ave.
Nashville, TN 37216

The remaining costs of this cause shall be paid one-half by Husband, and one-half by Wife for which execution may issue, if necessary. This concludes attorney, Kamie L. Hefner's representation in this case.

ENTERED THIS 20 day of April, 2016.

HONORABLE PHILLIP ROBINSON

APPROVED FOR ENTRY:

Kamie L. Hefner, #18032
Hefner & Hefner
Attorneys for Plaintiff/Wife
P.O. Box 992
116 Wilson Pike Circle, Ste. 103A
Brentwood, Tennessee 37024
(615) 370-9800

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a true and exact copy of this document by U.S. Mail, first class, postage prepaid, to Matthew Stephen Dyer, Defendant/Husband, 1120 Kirkland Ave., Nashville, TN 37216 on this the 19 day of April, 2016.

Kamie L. Hefner

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 20 day of APRIL, 2016, in Docket Number 15D2227 between DYER, RACHEL ELIZABETH, Plaintiff, and DYER, MATTHEW STEPHEN, 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 30 day of JUNE in the year two thousand sixteen and in the 239th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____

Deputy Clerk

[SEAL]