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

CARRIE ANN FLORA,)
)
Plaintiff/Wife,)
)
vs.) No. 17D-2094
)
NICHOLAS TODD FLORA,)
)
Defendant/Husband.)

2018 MAR 27 AM 11:32
RICHARD R. ROOKER, CLERK
D.C.

Bill Garrett Davidson County
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FINAL DECREE

This cause came on to be heard on this the 27th day of March, 2018, before the Honorable Phillip Robinson, Judge of the Third Circuit Court of Davidson County, Tennessee, upon the Complaint for Divorce filed by Wife on December 13, 2017 alleging Irreconcilable Differences as the grounds for divorce, the parties' Marital Dissolution Agreement and Permanent Parenting Plan signed by Wife and by Husband on February 1, 2018. 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.

WHICH THE COURT FINDS TO BE IN THE CHILDREN'S BEST INTEREST,

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

The Court affirmatively finds that there are two minor children born of this marriage, and by written agreement the parties have made adequate and sufficient provisions for the custody and support of the minor children, along with an equitable settlement of all property rights existing between the parties. The Court approves the Marital Dissolution Agreement and Permanent Parenting Plan, which the Court finds to be in the children's best interest, signed by

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both parties, and the same are hereby incorporated by reference in full and are specifically made a part of this final Decree as follows:

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

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CARRIE ANN FLORA,	)	
	)	
Plaintiff/Wife,	)	
	)	
vs.	)	No. 17D-2094
	)	
NICHOLAS TODD FLORA,	)	
	)	
Defendant/Husband.	)	

MARITAL DISSOLUTION AGREEMENT

This Marital Dissolution Agreement is made and entered into by and between CARRIE ANN FLORA of Davidson County, Tennessee, hereinafter referred to as "Wife" and NICHOLAS TODD FLORA of Davidson County, Tennessee, hereinafter referred to as "Husband".

WITNESSETH:

WHEREAS, the parties hereto are Husband and Wife and have been separated since September 2017 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 Court for Davidson County, No. 17D-2094, 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,

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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.

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3. **WAIVER OF SERVICE**:

Husband is aware that this divorce action is on file in the Third Circuit Court for Davidson County, Docket Number 17D-2094, 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 CHILDREN**:

The parties have two (2) minor children, BENJAMIN FLORA, date of birth August 10, 2010 and EMALINE LOUISE FLORA, date of birth July 20, 2015. Provisions concerning the time the children shall be with each parent, decision-making responsibilities for the children, and other matters relating to the children 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, as tenants by the entirety, located at 7408 Harness Drive, Nashville, Tennessee 37221, which is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 243, on the plan of Cross Timbers, Section 5, as shown on, plat of record in Plan Book 4175, Page 115, said Register's Office, reference to which is hereby made for a more complete description.
>
> Being the same property conveyed to Nicholas Flora and Wife, Carrie Flora by Warranty Deed dated 06/27/2014 from Joel R. Devendorf and Wife, Sarah S. Devendorf of record in Instrument No. 20140703-0058938, Register's Office for Davidson County, Tennessee.
>
> This property shall be and hereby awarded to Wife in its entirety, free and clear

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of any and all claims by Husband. It is Ordered that all right title and interest of Husband in the above described real property is hereby divested out of him completely and reinvested solely in Wife. Wife shall be solely responsible for the mortgage indebtedness, taxes, insurance. utilities, repairs, and maintenance for this property. Wife shall pay the mortgage payments timely so as to not harm Husband's credit. Wife shall refinance the residence in her individual name, and shall remove Husband as an obligor from all indebtedness on this property within six (6) months of entry of the final decree.

In the event Wife is unable to refinance the residence within this six (6) month period, then the parties shall list the property for sale with an agreed upon real estate agent, or motion the court for an appointed real estate agent. The net proceeds after the mortgage indebtedness, real estate fees, and closing costs, shall be awarded solely (100%) to Wife.

7. **VEHICLES:**

Wife shall be awarded as her sole and separate property the respective automobile she is currently driving, one 2012 Chrysler Town & Country, vin#[redacted] subject to the indebtedness thereon. Wife shall refinance the vehicle into her sole name, or trade in the vehicle if unable to remove Husband's name as a debtor, within 90 days of entry of the final decree. MF/C7

Husband shall be awarded as his sole and separate property the respective automobile he is currently driving, one 2012 Jeep Patriot, vin#[redacted] subject to the indebtedness thereon. Husband shall refinance the vehicle into his sole name, or trade in the vehicle if unable to remove Wife's name as a debtor, within 90 days of entry of the final decree MF/C7

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

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already divided this property between themselves and accordingly the property shall be awarded to the party having possession of such property.

9. **INDEBTEDNESS**:

Wife shall be solely responsible for the SoFi debt in her sole name with an approximate balance of $21,027.48; the Disney Chase Visa in her sole name with an approximate balance of $8,016.76; the Citibank Mastercard in her sole name with an approximate balance of $6,649.95; the Old Navy Visa in her sole name with an approximate balance of $6,038.28; and the Bank of America Visa in her sole name with an approximate balance of $3,572.76.

Wife shall also be solely responsible for paying the Southwest Chase Visa in Husband's sole name with an approximate balance of $12,541.62; and the Care Credit Card in Husband's sole name with an approximate balance of $601.86, and Wife agrees to pay these balances on Husband's in full within six (6) months of entry of the final decree. Any amount over these balances shall be Husband's sole responsibility.

Husband shall be solely responsible for timely paying the monthly payments for the remainder of the lease agreement that is in both Husband's and Wife's name for the rental property where Husband is currently residing located at 7480 Harrow Drive, Nashville, Tennessee 37221, and he shall hold Wife harmless thereon.

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 Fidelity and Newport Group 401K plans

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in her individual name. and Husband shall be awarded all interest in any retirement and/or 401K plans in his individual name. Neither party shall have any rights or interest in the other party's plan(s).

11. **BANK ACCOUNTS**:

The parties agree that all 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. **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.

14. **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.

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15. **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.

16. **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.

17. **COMPLETE DISCLOSURE**:

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

18. **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.

19. **REPRESENTATIONS**:

The parties represent to each other as follows:

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

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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.

20. **LIFE INSURANCE**:

Each party shall be awarded any life insurance policy insuring their own life, in their individual name.

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

The parties shall be responsible for their own respective attorney's fees incurred in this cause. Wife shall be responsible for paying any remaining court costs assessed in this cause.

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.

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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 separately their federal income tax returns for tax year 2017 and for all years thereafter.

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 solely responsible for obtaining their individual health insurance coverage upon entry of the final decree.

25. **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 is a proportional division of property by co-owners.

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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. **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.

28. **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 1st day of February, 2018, and of the Husband on this the 1st day of February, 2018.

Carrie Ann Flora
CARRIE ANN FLORA
Wife

NICHOLAS TODD FLORA
Husband

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THE STATE OF TENNESSEE)
COUNTY OF ~~WILLIAMSON~~ Davidson)

Personally appeared before me, a Notary Public for said County and State, CARRIE ANN FLORA, 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 Nashville, Tennessee, this the 1st day of February, 2018.

NOTARY PUBLIC

My Commission Expires:

3-8-2021

GAVIN FITCH
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

THE STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, a Notary Public for said County and State, NICHOLAS TODD FLORA, 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, Tennessee, this the 1st day of February, 2018.

NOTARY PUBLIC

My Commission Expires:

3-8-2021

GAVIN FITCH
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

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STATE OF TENNESSEE	THIRD CIRCUIT COURT (Must be completed)	DAVIDSON COUNTY (Must be completed)
PERMANENT PARENTING PLAN ORDER ☐ PROPOSED ☒ AGREED ☐ ORDERED BY THE COURT		FILE NO. 17D-2094 DIVISION DC
PLAINTIFF (Name: First, Middle, Last) CARRIE ANN FLORA ☒ Mother ☐ Father	DEFENDANT (Name: First, Middle, Last) NICHOLAS TODD FLORA ☐ Mother ☒ Father	

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RICHARD R. ROOKER, CLERK

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

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

Child's Name	Date of Birth
Benjamin Flora	8-10-10
Emaline Louise Flora	7-20-15

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent is the Mother .

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

Mother 280 days Father 85 days.

B. DAY-TO-DAY SCHEDULE

The ☒ mother ☐ father shall have responsibility for the care of the children except at the following times when Father shall have responsibility:

From Sunday at 12:00 P.M. to Tuesday morning take to school, or 4:00 P.M. if school is not in session

☐ every week ☒ every other week ☐ other: ____.

Father shall also have responsibility for the care of the children at the additional parenting times specified below:

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From Thursday after school until 6:30 P.M.

☒ every week ☐ every other week ☐ other: _____.

And any other time as agreed upon by the parties.

This parenting schedule begins ☒ immediately or ☐ date of the Court's Order.

C. HOLIDAY SCHEDULE AND OTHER SCHOOL FREE DAYS

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

	MOTHER	FATHER
New Year's Day	**see Christmas vacation	**see Christmas vacation
Easter Day(unless otherwise coinciding with Spring Vacation)	Even	Odd
Mother's Day	Every	_____
Father's Day	_____	Every
Thanksgiving Day through Sunday 6 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.

D. FALL VACATION (*If applicable*)

The day to day schedule shall apply.

E. WINTER (CHRISTMAS) VACATION

Even years - Mother shall have the children from the day and time school is dismissed until December 25th at 12:00 P.M.; Father shall have the children from December 25th at 12:00 P.M. until 6:00 P.M. the evening before school resumes. The parties shall alternate this schedule in odd years.

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: Mother and Father shall each be awarded 2 non-consecutive weeks beginning 2018.
Is written notice required? ☒ Yes ☐ No. Father shall give Mother notice by March 1st each year, and Mother shall give Father notice by March 15th each year.

H. TRANSPORTATION ARRANGEMENTS

The place of meeting for the exchange of the child or children shall be: Mother's residence, or the school if the pick-up and return is to/from school.
Payment of long distance transportation costs *(if applicable)*: ☐ mother ☐ father ☐ both equally.
Other arrangements: _____

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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:

Father shall give Mother 72 hours notice if he will not be able to exercise his parenting time.

Neither party shall have an overnight guest of the opposite sex in an inappropriate manner while the children are in their care.

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

III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Father's gross monthly income is $2.000.00
Mother's gross monthly income is $5.833.33

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 $652.00☐ weekly ☒ monthly ☐ twice per month ☐ every two weeks. **The Child Support Worksheet shall be attached to this Order as an Exhibit.***

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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 day of April, 2018.

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 _____ 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 the minor children every year.

The ☐ mother ☐ father may claim the exemptions for the child or children so long as child support payments are current by the claiming parent on January 15 of the year when the return is due. The exemptions may be claimed in: ☐ alternate years starting _____ ☐ each year ☐ other: _____.

The ☐ mother ☐ father will furnish IRS Form 8332 to the parent entitled to the exemption by February 15 of the year the tax return is due.

C. PROOF OF INCOME AND WORK-RELATED CHILD CARE EXPENSES

Each parent shall send proof of income to the other parent for the prior calendar year as follows:

- IRS Forms W-2 and 1099 shall be sent to the other parent on or before February 15.
- A copy of his or her federal income tax return shall be sent to the other parent on or before April 15 or any later date when it is due because of an extension of time for filing.

* 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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- 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 children 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, eyeglasses, contact lens, orthodontia, routine annual physicals, and counseling will be paid ~~equally (50-50)~~ * by the parties. 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.

* pro-rata KM CX

If available through work, the mother shall maintain dental, orthodontic, and optical insurance on the minor children.

E. LIFE INSURANCE

Each parent shall insure his/her own life in the minimum amount of $100,000 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 children, to serve without bond or accounting. Each parent shall provide the other parent with a copy of the entire policy showing the beneficiary declaration and face amount within 30 days of entry of the final decree and every year on the anniversary of the final decree.

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

The child or children are scheduled to reside the majority of the time with the ☒ mother ☐ father. This parent is designated as the primary residential parent also known as the custodian, **SOLELY** for purposes of any other applicable state and federal laws. If the parents are listed in Section II as joint decision-makers, then, for purposes of obtaining health or other insurance, they shall be considered to be joint custodians. THIS DESIGNATION DOES NOT AFFECT EITHER PARENT'S RIGHTS OR RESPONSIBILITIES UNDER THIS PARENTING PLAN.

V. DISAGREEMENTS OR MODIFICATION OF PLAN

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

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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 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

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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:

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;

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(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.)*

Carin Flem — 2/1/2018 Nashville, TN
Mother — Date and Place Signed

Sworn to and subscribed before me this 1st day of February, 2018.

My commission expires: 3-8-2021

Notary Public

GAVIN FITCH STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

[signature] — 2/1/2018 Nashville, TN
Father — Date and Place Signed

Sworn to and subscribed before me this 1st day of February, 2018.

My commission expires: 3-8-2021

Notary Public

GAVIN FITCH STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

APPROVED FOR ENTRY:

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

Attorney for Father
Address
Address
Phone and BPR Number

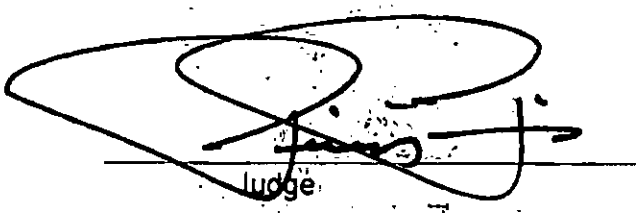
Note: The judge or chancellor may sign below or, instead, sign a Final Decree or a separate Order incorporating this plan.

COURT COSTS (If applicable)

Court costs, if any, are taxed as follows:

It is so ORDERED this the 27 day of March, 2018.

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Effective as of 7/22/2008

State of Tennessee - Department of Human Services
Child Support Worksheet

1/4/18 - 4:37 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:	Carrie Ann Flora	X		
Name of Father:	Nicholas Todd Flora		X	
Name of non-parent Caretaker:				

TCSES case #:

Docket #: 17D2094

Court name: Third Circuit

Name(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
Benjamin	7/10/10	280		
Emaline	7/20/15	280		

2018 MAR -6 PM 12:25

2018 MAR 27 AM 11:32

D. RICHARD [illegible] CLERK

D.C.

Part II. Adjusted Gross Income

			Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
	1	Monthly Gross Income	$ 5,833.33	$ 2,000.00	
		1a Federal benefit for child	+	+	
Use Credit Worksheet to calculate line items 1d - 1e		1b Self-employment tax paid	-	-	
		1c Subtotal	5,833.33	2,000.00	
		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)	$ 5,833.33	$ 2,000.00	
	2a	Combined Adjusted Gross Income	$7,833.33		
	3	Percentage Share of Income (PI)	74%	26%	

Part III. Parents' Share of BCSO

		Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
4	BCSO allotted to primary parent's household	$ 1297.00	$ 0.00	$ 0.00
4a	Share of BCSO owed to primary parent	$ 0.00	$ 337.22	
5	Each parent's average parenting time	N/A	N/A	
6	Parenting time adjustment	$ N/A	$ N/A	
7	Adjusted BCSO	$ 0.00	$ 337.22	

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Effective as of 7/22/2008

State of Tennessee - Department of Human Services
Child Support Worksheet

1/4/18 - 4:37 PM

Part IV. Additional Expenses

		Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
8a	Children's portion of health insurance premium	$ 310.26	$	$
8b	Recurring uninsured medical expenses	$	$	$
8c	Work-related childcare	$ 900.00	$	$
9	Total additional expenses	$ 1,210.26	$ 0.00	$ 0.00
10	Share of additional expenses owed	$ 0.00	$ 314.67	
11	Adjusted Support Obligation (ASO)	$ 0.00	$ 651.89	

Part V. Presumptive Child Support Order

		OBLIGATION	
12	Presumptive Child Support Order (PCSO)	$ 0.00	$ 652.00

* 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	$ 652.00
16	FCSO adjusted for Federal benefit, Line 1a, Obligor's column.	$ 0.00	$ 652.00

Comments, Calculations, or Rebuttals to Schedule

Preparer's Use Only

Name: Kamia L. Helmer
Title: Kamia Helmer atty for moth
Date: 1/4/18

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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:

CARRIE ANN FLORA
7408 Harness Dr.
Nashville, TN 37221

NICHOLAS TODD FLORA
7480 Harrow Dr.
Nashville, TN 37221

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

ENTERED THIS 27 day of March, 2018.

HONORABLE PHILLIP ROBINSON

APPROVED FOR ENTRY:

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

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of this document was mailed to Nicholas Todd Flora, *pro se* Husband, 7480 Harrow Drive, Nashville, Tennessee 37221, on this the 27 day of March, 2018.

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 27 day of MARCH, 2018, in Docket Number 17D2094 between FLORA, CARRIE ANN, Plaintiff, and FLORA, NICHOLAS TODD, 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 09 day of APRIL in the year two thousand eighteen and in the 241st year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____
Deputy Clerk

[SEAL]

