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

KRISTIN ISLEY ELARCHI,
Plaintiff/Wife

vs.

ISSAM ELARCHI,
Defendant/Husband.

DOCKET NO. 17D1442

Bill Garrett Davidson County
Batch# 117637 DEEDDIV
07/17/2018 04:15:55 PM 23 pgs
Fees: $117.00 Taxes: $0.00

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2018 FEB 12 AM 9:40

FINAL DECREE OF ABSOLUTE DIVORCE

This cause came to be heard on January 10, 2018, before the Fourth Circuit Court for Davidson County, Tennessee, 20th Judicial District, Honorable Philip E. Smith presiding, upon the Plaintiff's Complaint for Absolute Divorce and Default Judgment entered against the Defendant Husband. Based upon the testimony of the Wife, two (2) corroborating witnesses, and the entire record, the Court affirmatively finds as follows:

1. The Wife filed a Complaint for Absolute Divorce on August 17, 2017;
2. The Husband was personally served with process on September 8, 2017;
3. The Husband failed to file any response thereto and a Default Judgment was granted against him on December 8, 2017.
4. The Court finds the Defendant-Husband was notified of the final hearing of this matter but failed to appear as evidenced by the Court announcing the Husband's name in open court, calling for a response but receiving none;
5. The Court finds unrebutted proof of the Wife's grounds for divorce under *Tenn. Code Ann. §36-4-101(a)(11)*; in that, the Husband suddenly left the Wife and minor child of the

marriage and moved to Hawaii with his paramour on or about December 20, 2016; the Husband charged the costs of his move to Hawaii to the Wife's personal credit card, leaving her to repay the debt; the Husband carried on a romantic relationship with his paramour for nearly one year in Hawaii after leaving the Wife; the Husband willfully refused to support the Wife and minor child while in Hawaii with his paramour, causing the Wife unnecessary financial stress during the marriage; and such conduct constitutes Inappropriate Marital Conduct against Wife by the Husband.

6. The Court finds there is (1) one minor child born of the marriage, Touria Bird Elarchi, date of birth, 06/09/2016;

7. The Court finds that the minor child has resided with the Wife since birth and that the Wife is the fit and proper person to be named the primary residential parent.

8. The Court finds the Wife's Proposed Permanent Parenting is in the best interest of the minor child and adequately accounts for the care, custody and control of the minor child and should be merged into the final decree of divorce and made an order of the court;

9. The Court finds that child support should be set in accordance with the *Tennessee Child Support Guidelines*, back to the date of separation on December 20, 2016;

10. The Court finds there are no other children expected of the marriage;

11. The Court finds the parties own one parcel of real property which was obtained during the marriage, with a current appraised value of $125,200.00 as listed in the latest tax assessment, and said real property consists of a lot and marital home located at 1005 Looby Circle, Nashville, Tennessee, more specifically described as:

Land in Davidson County, Tennessee, being Lot No: 23 on the Plan of Revised-Final Plat of Looby Heights of record in Plat Book 7900, Page 230, as corrected in Book 8289, Page 696, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Being the same property conveyed to Sherie R. Smith by Warranty deed from Edward P. Chrismon and Ewana R. Harris Chrismon, as tenants by the entirety of record in Instrument No. 20080410-0036439 Register's Office for Davidson County, Tennessee, dated April 07, 2008 and recorded on April 10, 2008.

This conveyance is subject to:
- Subject to all matters shown on the Plan of record in Plat Book 7900, Page 230, as corrected in Book 8289, page 696, Register's Office for Davidson County, Tennessee.
- Covenants, Conditions and Restrictions of record in Book 8091, Page 751, amended in Book 8252, page 832, Register's Office for Davidson County, Tennessee.
- Overhead Line Easement of record in Book 8289, Page 976, in the Register's Office for Davidson County, Tennessee.
- Deed of Conveyance of record in Book 8614, Page 846, Book 8614, Page 919, in the Register's Office for Davidson County, Tennessee.
- Any and all existing easements and restrictions as shown of record not stated herein

12. The Court finds that debt is owed on the real property to Freedom Mortgage, with a current balance of $147,800.00 and that there is no existing equity in the real property;

13. The Court finds that the Wife has made all of the mortgage, insurance and property tax payments on the marital home during the marriage, with no assistance from the Husband;

14. The Court finds the Wife should be awarded the real property consisting of the marital home and lot free and clear of any rights, claims or interest by the Husband.

15. The Court finds Wife should be responsible for any debt associated with the real property and should indemnify and hold the Husband harmless thereon;

16. The Court finds the Wife should be awarded her personal property, household items, furniture and all other items in her possession, free and clear of any right, title or interest by the Husband;

17. The Court finds that the Husband should be awarded the personal items now in his possession, free and clear of any right, title or interest by the Wife;

18. The Court finds the Wife should be awarded the 2008 Toyota Prius automobile in her possession, VIN: JTDKB20U387742946, free and clear of any right, claim or interest by the Husband, and the Wife should be responsible for any indebtedness on said vehicle and should hold the Husband harmless thereon;

19. The Court finds the Wife should be awarded the Regions joint checking account, along with the contents therein, ending in the last four digits of 7507 and the Regions joint savings account ending in 1483, along with the contents therein, free and clear of any right, claim or interest by the Husband and that said accounts should be closed;

20. The Court finds that the Wife owns a separate Regions checking account solely in her name, ending in the last four digits of 5533 and a separate Regions savings account, solely in her name, ending in the last four digits of 0495 and that the Wife should be awarded said bank accounts free and clear of any right, title or interest by the Husband;

21. The Court finds the Husband does not own any known bank accounts solely in his name;

22. The Court finds that the following joint martial debts exists: (a) Home Depot, current balance of $2,162.34, account number ending in 5803; (b) Capital One, current balance of $2,845.94, account number ending in 6271; (c) Vanderbilt Medical Center, current balance of $1,437.14, account number ending in 8276-6161; (d) Vanderbilt Children's Hospital, current balance of $1,371.59, account number ending in 5974-6161; (e) Vanderbilt Medical Group, current balance of $462.00, account number ending in 6793; (f) Regions Bank Loan, current balance of $6,981.03, account number ending in 3934;

23. The Court finds that the Wife should be responsible for ensuring the marital debts are timely repaid and that the Wife is in need of spousal support to ensure the repayment of these marital debts.

24. The Court has weighed the factors required to award *Alimony in Solido* and affirmatively finds that the Husband has the relative earning capacity and ability to provide spousal support to the Wife and should reimburse the Wife for all of the marital debts as *Alimony in Solido under Tenn. Code Ann. 36-5-121(h)(1)*;

25. The Court finds that should the Husband have any unknown debts and/or obligations solely in his name he shall be responsible for those debts and shall indemnify and hold Wife harmless thereon;

26. The Court finds that the Wife owns a ROTH IRA with Voya Financial, account number ending in 9901 and that the Wife should be awarded this IRA free and clear of any right, claim or interest by the Husband;

27. The Court finds that the Wife owns a 403B retirement account with Voya Financial, account number ending in 9900 and that the Wife should be awarded this 403B retirement account, free and clear of any right, claim or interest by the Husband;

28. The Court finds the Husband should be responsible for all court costs in this action, upon which execution shall issue, if necessary;

29. The Court finds that the Wife should be awarded her reasonable attorney's fees in the amount of $2,825.00 (Two Thousand, Eight Hundred Twenty-Five Dollars) for having to bring this divorce action;

30. The Court finds that the Wife should be awarded her discretionary costs of $75.00 (Seventy-Five Dollars) for having to employ the services of a Process Server in Hawaii to serve the Husband with notice of this action;

Notice: In compliance with *Tenn. Code Ann.* §36-4-134, this Final Judgment of Divorce does not necessarily enjoin a creditor from proceeding against either Party or their property, even though that Party is not responsible pursuant to the terms of the decree for an account or debt associated with an account. Therefore, it may be in the Parties' best interest to cancel, close or freeze any jointly held accounts.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED that the Plaintiff-Wife, Kristin Isley Elarchi, is awarded an Absolute Divorce from the Defendant-Husband, Issam Elarchi on the grounds of Inappropriate Marital Conduct;

IT IS, FURTHER, ORDERED, ADJUDGED, AND DECREED that the parties are restored to all the rights and privileges of unmarried persons;

IT IS, FURTHER, ORDERED, ADJUDGED, AND DECREED that the Wife shall be awarded the real property located at 1005 Looby Circle, Nashville, Tennessee, free and clear of any right, title, claim or interest by the Husband. The Wife shall also be responsible for any debt associated with the real property and shall indemnify and hold the Husband harmless thereon. The legal description of said real property is as follows:

Land in Davidson County, Tennessee, being Lot No. 23 on the Plan of Revised-Final Plat of Looby Heights of record in Plat Book 7900, Page 230, as corrected in Book 8289, Page 696, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Being the same property conveyed to Sherie R. Smith by Warranty deed from Edward P. Chrismon and Ewana R. Harris Chrismon, as tenants by the entirety of record in Instrument No. 20080410-0036439 Register's Office for Davidson County, Tennessee, dated April 07, 2008 and recorded on April 10, 2008.

This conveyance is subject to:
• Subject to all matters shown on the Plan of record in Plat Book 7900, Page 230, as corrected in Book 8289, page 696, Register's Office for Davidson County, Tennessee.
• Covenants, Conditions and Restrictions of record in Book 8091, Page 751, amended in Book 8252, page 832, Register's Office for Davidson County, Tennessee.
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• Deed of Conveyance of record in Book 8614, Page 846, Book 8614, Page 919, in the Register's Office for Davidson County, Tennessee.
• Any and all existing easements and restrictions as shown of record not stated herein

IT IS, FURTHER, ORDERED, ADJUDGED, AND DECREED that the Wife shall be awarded all of her personal property, household items, furniture and all other items in her possession or under her control, free and clear of any right, claim or interest by the Husband;

IT IS, FURTHER, ORDERED, ADJUDGED, AND DECREED that the Wife is named the Primary Residential Parent of the Parties' minor child, Touria Bird Elarchi and the Wife's Proposed Permanent Parenting is approved and merged into this final decree of divorce and made an order of the court;

IT IS, FURTHER, ORDERED, ADJUDGED, AND DECREED that child support shall be set in accordance with the *Child Support Guidelines*, back to the date of separation of the Parties on December 20, 2016;

IT IS, FURTHER, ORDERED, ADJUDGED, AND DECREED that the Wife is awarded the 2008 Toyota Prius automobile, VIN: JTDKB20U387742946, free and clear of any right, title, claim or interest of the Husband, and the Wife shall be responsible for any indebtedness on said vehicle and shall hold the Husband harmless thereon. Wife shall also be responsible for providing her own insurance on this vehicle;

IT IS, FURTHER, ORDERED, ADJUDGED, AND DECREED that the Wife is awarded the Regions joint checking account, number ending in the last four digits of 7507, along with the

contents therein, free and clear of any right, claim or interest by the Husband and Regions Bank is herein commanded to and shall close this account at the request of the Wife;

IT IS, FURTHER, ORDERED, ADJUDGED, AND DECREED that the Wife is awarded the Regions joint savings account, number ending in 1483, along with the contents therein, free and clear of any right, claim or interest by the Husband and further Regions Bank is herein commanded to and shall close this account at the request of the Wife;

IT IS, FURTHER, ORDERED, ADJUDGED, AND DECREED that the Wife is awarded her Regions checking account solely in her name, ending in the last four digits of 5533, along with the contents therein, free and clear of any right, claim or interest by the Husband;

IT IS, FURTHER, ORDERED, ADJUDGED, AND DECREED that the Wife is awarded her Regions savings account solely in her name, ending in the last four digits of 0495, along with the contents therein, free and clear of any right, claim or interest by the Husband;

IT IS, FURTHER, ORDERED, ADJUDGED, AND DECREED that the Wife shall be responsible for repaying the following marital debts totaling $15,260.04 (Fifteen Thousand, Two Hundred Sixty Dollars and .04/100): (a) Home Depot, current balance of $2,162.34, account number ending in 5803; (b) Capital One current balance of $2,845.94, account number ending in 6271; (c) Vanderbilt Medical Center, current balance of $1,437.14, account number ending in 8276-6161; (d) Vanderbilt Children's Hospital, current balance of $1,371.59, account number ending in 5974-6161; (e) Vanderbilt Medical Group, current balance $462.00, account number ending in 6793; (f) Regions Bank Loan, current balance of $6,981.03, account number ending in 3934;

IT IS, FURTHER, ORDERED, ADJUDGED, AND DECREED that the Wife is awarded the sum of $15,260.04 (Fifteen Thousand, Two Hundred Sixty Dollars and .04/100) to be paid by the Husband as *Alimony in Solido* under *Tenn. Code Ann. 36-5-121(h)(1)* and said support award shall be non-dischargeable in bankruptcy as this is a support obligation and the Wife is in need thereof.

IT IS, FURTHER, ORDERED, ADJUDGED, AND DECREED that the Husband shall pay the award of *Alimony in Solido* to the Wife by Wage Assignment Order, in installments of $500.00 (Five Hundred Dollars) per month, beginning on February 1, 2018 and said payments shall continue on or before the first day of each month, until the total of $15,260.04 (Fifteen Thousand, Two Hundred Sixty Dollars and .04/100) is paid in full by the Husband to the Wife;

IT IS, FURTHER, ORDERED, ADJUDGED, AND DECREED that should the Husband have any unknown debts and/or obligations solely in his name, he shall be responsible for those debts and shall indemnify and hold Wife harmless thereon;

IT IS, FURTHER, ORDERED, ADJUDGED, AND DECREED that the Wife is awarded her ROTH IRA with Voya Financial, account number ending in 9901, along with the contents therein, free and clear of any right, claim or interest by the Husband;

IT IS, FURTHER, ORDERED, ADJUDGED, AND DECREED that the Wife is awarded her 403B retirement account with Voya Financial, account number ending in 9900, along with the contents therein, free and clear of any right, claim or interest by the Husband;

IT IS, FURTHER, ORDERED, ADJUDGED, AND DECREED that the Wife is awarded her reasonable attorney's fees in the amount of $2,825.00 (Two Thousand, Eight Hundred Twenty-Five Dollars), to be paid by the Husband for which execution shall issue, if necessary;

IT IS, FURTHER, ORDERED, ADJUDGED, AND DECREED that the Husband shall pay any-and-all costs of court in this action, upon which execution shall issue, if necessary;

IT IS, FURTHER, ORDERED, ADJUDGED, AND DECREED that the Wife is awarded her discretionary costs of $75.00 (Seventy-Five Dollars), upon which execution shall issue, if necessary.

Wife's mailing address is: 1005 Looby Circle, Nashville, TN 37208
Husband's mailing address is: 307 Glengarry Drive, Apt. F, Nashville, TN 37217

It is so **ORDERED.**

ENTERED this 12th day of February, 2018.

JUDGE PHILIP E. SMITH

Approved for entry:

THE RUSHTON LAW FIRM, PLLC

Harold E. Rushton Esq., No. 035306
102 Woodmont Blvd., Suite 230
Nashville, TN 37205
Phone: (615)576-0071
Harold@TheRushtonLawFirm.com
Attorney for the Plaintiff (Wife)

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been sent on 19th day of January, 2018 by U.S. Mail, First Class, postage prepaid, to:

Issam Elarchi
59-136 Kamehameha Hwy
Haleiwa, HI 96734

and

Issam Elarchi
307 Glengarry Drive; Apt. F
Nashville, TN 37217

THE RUSHTON LAW FIRM, PLLC

Harold E. Rushton, Esq., BPR #035306
102 Woodmont Blvd., Suite 230
Nashville, TN 37205
Phone: (615)576-0071
Harold@TheRushtonLawFirm.com
Attorney for the Wife

STATE OF TENNESSEE	FOURTH CIRCUIT COURT FILED	DAVIDSON COUNTY
PERMANENT PARENTING PLAN ORDER 2018 JAN 16 PM 2:38		DOCKET NO. 17D1442
PROPOSED ☐ AGREED ☒ ORDERED BY THE COURT		
PLAINTIFF *(Name: First, Middle, Last)* **KRISTIN ISLEY ELARCHI** ☒ Mother ☐ Father	**DEFENDANT** *(Name: First, Middle, Last)* **ISSAM ELARCHI** ☐ Mother ☒ Father	

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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 Type Date .
- ☐ modifies an existing Order dated Type Date.

Child's Name	Date of Birth
TOURIA BIRD ELARCHI	06/09/2016

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent is Mother.

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

Mother 365 days Father 0 days.

B. DAY-TO-DAY SCHEDULE

The ☒ mother ☐ father shall have responsibility for the care of the child or children except at the following times when the other parent shall have responsibility:

From N/A to N/A

☐ every week ☐ every other week ☐ other: N/A.

The other parent shall also have responsibility for the care of the child or children at the additional parenting times specified below:

From N/A to N/A

□ every week □ every other week □ other: N/A.

This parenting schedule begins □ N/A **or** ☒ date of the Court's Order.

C. HOLIDAY SCHEDULE AND OTHER SCHOOL FREE DAYS

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

	MOTHER	FATHER
New Year's Day	Every	None
Martin Luther King Day	Every	None
Presidents' Day	Every	None
Easter Day(unless otherwise coinciding with Spring Vacation)	Every	None
Passover Day(unless otherwise coinciding with Spring Vacation)	Every	None
Mother's Day	Every	None
Memorial Day (if no school)	Every	None
Father's Day	Every	None
July 4th	Every	None
Labor Day	Every	None
Halloween	Every	None
Thanksgiving Day & Friday	Every	None
Children's Birthdays	Every	None
Other School-Free Days	Every	None
Mother's Birthday	Every	None
Father's Birthday	Every	None
Other: N/A	N/A	N/A

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 N/A.

D. FALL VACATION (*If applicable*)

The day-to-day schedule shall apply.

E. WINTER (CHRISTMAS) VACATION

The day-to-day schedule shall apply.

F. SPRING VACATION (*If applicable*)

The day-to-day schedule shall apply.

G. SUMMER VACATION

The day-to-day schedule shall apply.

H. TRANSPORTATION ARRANGEMENTS

The place of meeting for the exchange of the child or children shall be N/A.
Payment of long distance transportation costs *(if applicable):* ☐ mother ☐ father ☐ both equally.
Other arrangements: N/A
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: N/A.
☐ Person or organization supervising: N/A
☐ Responsibility for cost, if any: ☐ mother ☐ father ☐ both equally.

J. OTHER

The following special provisions apply:
N/A

II. DECISION-MAKING

A. DAY-TO-DAY DECISIONS

The Mother shall make decisions regarding the day-to-day care of the child, including any emergency decisions affecting the health or safety of the 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
N/A	☐ mother	☐ father	☐ joint

III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Father's gross monthly income is $ 3,132.42
Mother's gross monthly income is $ 5,208.33.

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 $1,143.00 ☐ weekly ☒ monthly ☐ twice per month ☐ every two weeks. **The Child Support Worksheet shall be attached to this Order as an Exhibit.***

   If this is a deviation from the Child Support Guidelines, explain why: N/A

2. Retroactive Support: A judgment is hereby awarded in the amount of $7,979.00 to the ☒ mother ☐ father against the child support payor (father) representing retroactive support required under Section 1240-2-4.06 of the D.H.S. Income Shares Child Support Guidelines dating from N/A which shall be paid (including pre/post judgment interest) at the rate of $150.00 per ☐ week ☒ month ☐ twice per month ☐ every two weeks until the judgment is paid in full.

3. Payments shall begin on the date of the Court order.

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: 1005 Looby Circle, Nashville, TN 37028.
☐ by direct deposit to the other parent at Please Type Name of Bank Bank for deposit in account no. Please Type Account Number.
☐ income assignment _____.
☐ other:Please Enter Any Other Information Here.

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/isdocuments.html or at your local child support offices.

B. FEDERAL INCOME TAX EXEMPTION*[1]

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

The Mother shall claim the following children: Touria Bird Elarchi

The Father shall claim the following children: N/A

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

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

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

- IRS Forms W-2 and 1099 shall be sent to the other parent on or before February 15.
- A copy of his or her federal income tax return shall be sent to the other parent on or before April 15 or any later date when it is due because of an extension of time for filing.
- The completed form required by the Department of Human Services shall be sent to the Department on or before the date the federal income tax return is due by the parent paying child support. *This requirement applies only if a parent is receiving benefits from the Department for a child.*

*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.

The parent paying work-related child care expenses shall send proof of expenses to the other parent for the prior calendar year and an estimate for the next calendar year, on or before February 15.

D. HEALTH AND DENTAL INSURANCE

Reasonable health insurance on the child or children will be:

- ☒ maintained by the mother
- ☐ maintained by the father
- ☐ maintained by both

Proof of continuing coverage shall be furnished to the other parent annually or as coverage changes. The parent maintaining coverage shall authorize the other parent to consult with the insurance carrier regarding the coverage in effect.

Uncovered reasonable and necessary medical expenses, which may include but is not limited to, deductibles or co-payments, eyeglasses, contact lens, routine annual physicals, and counseling will be paid by ☐ mother ☐ father ☒ pro rata in accordance with their incomes. After insurance has paid its portion, the parent receiving the bill will send it to the other parent within ten days. The other parent will pay his or her share within 30 days of receipt of the bill.

If available through work, the ☒ mother ☐ father shall maintain dental, orthodontic, and optical insurance on the minor child or children.

E. LIFE INSURANCE

If agreed upon by the parties, the ☐ mother ☒ father ☐ both shall insure his own life in the minimum amount of $100,000.00 by whole life or term insurance. Until the child support obligation has been completed, each policy shall name the child/children as sole irrevocable primary beneficiary, with: ☒ the other parent ☐ other Type Other Information, as trustee for the benefit of the child(ren), to serve without bond or accounting.

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

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

V. DISAGREEMENTS OR MODIFICATION OF PLAN

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

- ☐ Mediation by a neutral party chosen by the parents or the Court.
- ☐ Arbitration by a neutral party selected by parents or the Court.

☐ The Court DUE TO ORDER OF PROTECTION OR RESTRICTIONS.

☒ The Court, by Order of 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 ☒ certified mail ☐ other: Please Type Other Information
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 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:

After custody or co-parenting has been established by the entry of a permanent parenting plan or final order, 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. A notary public is required if this is an agree plan by both parents.)*** 102 Woodmont Blvd., Nashville, TN 37205

K+E L-L — January 10, 2018

Mother — Date and Place Signed

HAROLD E. RUSHTON NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY MY COMMISSION EXPIRES 11-3-2020

Sworn to and subscribed before me this 10th day of January, 2018.

My commission expires: 11-03-2020 — H E. Rushton

Notary Public

Father — Date and Place Signed

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

My commission expires:_____ — _____

Notary Public

APPROVED FOR ENTRY:

H E. Rushton

Harold E. Rushton, Esq.
Attorney for Mother
102 Woodmont Blvd., Suite 230
Address
Nashville, TN 37205
Address
(615) 576-0071 No.035306
Phone and BPR Number

N/A
Attorney for Father
N/A
Address
N/A
Address
N/A
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: To the Father, Issam Elarchi, upon which execution may issue, if necessary.

It is so ORDERED this the 12th day of February, 2018.

Judge or Chancellor

Effective as of 7/22/2008

State of Tennessee - Department of Human Services
Child Support Worksheet

10/4/17 - 5:25 PM

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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:	Kristin Riley Elarchi	X		
Name of Father:	Issam Elarchi		X	
Name of non-parent Caretaker:	RICHARD H			
TCSES case #:				
Docket #:	[illegible]1442			
Court name:	[illegible] Circuit Court for Davidson County			

Name(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
Touria Bird Elcarchi	8/9/16	365	0	

Part II. Adjusted Gross Income

			Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
	1	Monthly Gross Income	$ 5,208.33	$ 3,132.42	
	1a	Federal benefit for child	+ 0.00	+ 0.00	
Use Credit Worksheet to calculate line items 1d - 1e	1b	Self-employment tax paid	- 0.00	- 0.00	
	1c	Subtotal	5,208.33	3,132.42	
	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)	$ 5,208.33	$ 3,132.42	
	2a	Combined Adjusted Gross Income	$8,340.75		
	3	Percentage Share of Income (PI)	62%	38%	

Part III. Parents' Share of BCSO

		Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
4	BCSO allotted to primary parent's household	$ 1020.00	$ 0.00	$ 0.00
4a	Share of BCSO owed to primary parent	$ 0.00	$ 387.60	
5	Each parent's average parenting time	N/A	0	
6	Parenting time adjustment	$ N/A	$ 73.27	
7	Adjusted BCSO	$ 0.00	$ 460.87	

Effective as of 7/22/2008

State of Tennessee - Department of Human Services
Child Support Worksheet

10/4/17 - 5:25 PM

Part IV. Additional Expenses

		Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
8a	Children's portion of health insurance premium	$ 389.98	$ 0.00	$
8b	Recurring uninsured medical expenses	$ 50.00	$ 0.00	$
8c	Work-related childcare	$ 1,356.00	$ 0.00	$
9	Total additional expenses	$ 1,795.98	$ 0.00	$ 0.00
10	Share of additional expenses owed	$ 0.00	$ 682.47	
11	Adjusted Support Obligation (ASO)	$ 0.00	$ 1,143.34	

Part V. Presumptive Child Support Order

		OBLIGATION		
12	Presumptive Child Support Order (PCSO)	$ 0.00	$ 1,143.00	

* 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	$ 0.00	$ 0.00	
13b	Amount required for significant variance to exist	$ 0.00	$ 0.00	
13c	Actual variance between current and presumptive child support orders	$ 0.00	$ 0.00	

Part VI. Deviations and FCSO

14	Deviations (Specify):	$ 0.00	$ 0.00	
15	Final Child Support Order (FCSO)	$ 0.00	$ 1,143.00	
16	FCSO adjusted for Federal benefit, Line 1a, Obligor's column.	$ 0.00	$ 1,143.00	

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

Comments, Calculations, or Rebuttals to Schedule

Preparer's Use Only

Name: Harold E. Rushton, Esq.
Title: Attorney for the Mother
Date: 10/4/17

STATE OF TENNESSEE

I, RICHARD R. ROOKER, Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the FOURTH Circuit Court for Davidson County, Tennessee, on the 12 day of FEBRUARY, 2018, in Docket Number 17D1442 between ELARCHI, KRISTIN ISLEY, Plaintiff, and ELARCHI, ISSAM, 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 17 day of JULY in the year two thousand eighteen and in the 242nd year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____

Deputy Clerk

[SEAL]

