Karen Johnson Davidson County
Batch# 296182 DEEDDIV
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Fees: $137.00 Taxes: $0.00
20191004-0101877

STATE OF TENNESSEE

I, RICHARD R. ROOKER, Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the THIRD Circuit Court for Davidson County, Tennessee, on the 01 day of OCTOBER, 2019, in Docket Number 19D1087 between BERGMAN, LEAH JEAN, Plaintiff, and BERGMAN, JEFFREY JOEL, 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 04 day of OCTOBER in the year two thousand nineteen and in the 243rd year of American Independence.

RICHARD R. ROOKER, Clerk,

RICHARD R. ROOKER CIRCUIT COURT CLERK [SEAL]

By: T. Johnson
Deputy Clerk

Copy

EFILED 10/01/19 15:08:05 CASE NO. 19D1087 Richard R. Rooker, Clerk

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

LEAH JEAN BERGMAN,	)	
	)	
Plaintiff/Wife,	)	
	)	19D1087
vs.	)	No. ~~18D-2062~~
	)	
JEFFREY JOEL BERGMAN,	)	
	)	
Defendant/Husband.	)	

FINAL DECREE

This cause came on to be heard on this the 1st day of October, 2019, before the Honorable Phillip Robinson, Judge of the Third Circuit Court of Davidson County, Tennessee, upon the Complaint filed by Wife on June 18, 2019 alleging Irreconcilable Differences as the grounds for divorce, the parties' Marital Dissolution Agreement and Permanent Parenting Plan signed by Husband and Wife on September 3, 2019. 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, LEAH JEAN BERGMAN, be and is hereby granted an absolute divorce from Defendant/Husband, JEFFREY JOEL BERGMAN, 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, AND THE PARENTING PLAN IS IN THE CHILDREN'S BEST INTEREST, 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:

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

LEAH JEAN BERGMAN,	)	
	)	
Plaintiff/Wife,	)	
	)	19D1087
vs.	)	No. ~~18D-2062~~
	)	
JEFFREY JOEL BERGMAN,	)	
	)	
Defendant/Husband.	)	

MARITAL DISSOLUTION AGREEMENT

This Marital Dissolution Agreement is made and entered into by and between JEFFREY JOEL BERGMAN of Davidson County, Tennessee, hereinafter referred to as "Husband" and LEAH JEAN BERGMAN of Davidson County, Tennessee, hereinafter referred to as "Wife".

WITNESSETH:

WHEREAS, the parties hereto are Husband and Wife and have been separated since June 2019 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. 19D-1087, 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 represented by John Wilks, 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 19D-1087, and he has received a copy of Wife's Complaint for Divorce. 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 are the parents of two (2) minor children, Eleanore Bergman, date of birth July 29, 2005 and Lillian Bergman, date of birth April 29, 2010. 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. **REAL PROPERTY**:

The parties are the owners of real property, as tenants by the entirety, located at 314 Chapel Avenue, Nashville, Davidson County, Tennessee 37206, which is more specifically described as follows:

> Being the westerly part of Lot No. 1 on the Map of Thompson Bond's Subdivision of the northerly half of Lot No. 6 on the Map of Brownsville, as of record in Book 547, page 39, Register's Office for said County.
>
> Said part of Lot No. 1 fronts 83-1/2 feet on the easterly side of Chapel Avenue and extends back 252 feet on the northerly line with the southerly margin of Sharpe Avenue and 223.6 feet on the southerly line to the westerly line of the property conveyed to P.C. Swindell, et al, by deed from Laura M. Smith, of record in Book 2537, Page 379, said Register's Office, measuring 75 feet thereon.
>
> Being the same property conveyed to Jeffrey J Bergman and Leah Jean

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Bergman, husband and wife, by deed from Joseph W. Chamberlain and wife, Sonja R. Chamberlain, of record in Instrument No. 20150114-0003821, Register's Office for Davidson County, Tennessee.

Wife shall be awarded the real property 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. Beginning October 1, 2019, Wife shall be solely responsible for all indebtedness on this property, including the utilities, property taxes, and homeowners insurance. From October 1, 2019 forward, Wife shall indemnify and hold Husband harmless from any and all liability associated with this property. Husband shall vacate the residence on or before October 1, 2019. Husband shall pay Wife the sum of $20,000.00, payable in 8 installments of $2,500.00 each, with the 1st payment being due on or before July 1, 2020, the 2nd payment being due on or before October 1, 2020, the 3rd payment being due on or before January 1, 2021, the 4th payment being due on or before April 1, 2021, the 5th payment being due on or before July 1, 2021, the 6th payment being due on or before October 1, 2021, the 7th payment being due on or before January 1, 2022, and the 8th payment being due on or before April 1, 2022, so that Wife will be able to do the following repairs for the marital residence: purchase a new roof, repairs of the plaster, repair and/or fix basement leaks, repair the downstairs bathroom ceiling (mold), repair a large hole in the upstairs closet, and repair a hole in the downstairs bathroom closet. Wife shall produce proof of receipts to Husband after these repairs have been made, and if these total repairs (including the roof) do not exceed $20,000.00, then Wife agrees to reimburse Husband the difference. If these total repairs exceed $20,000.00, the Wife shall be solely responsible for all amounts over $20,000.00. Within 12 months of entry of the final decree, Wife shall refinance the mortgage indebtedness in her individual name so as to remove Husband as an obligor on any mortgage indebtedness. Husband shall cooperate in executing any necessary documents (at Wife's expense), including a quitclaim deed if necessary, at the time of the refinancing. In the event Wife does not refinance

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in this 12 month period, then the property shall be immediately listed for sale with a real estate agent chosen by Wife. The net proceeds after the realtor's commission(s), mortgage, liens, and closing costs shall be awarded 100% to Wife. In the event the residence is not refinanced, or sold within eighteen (18) months of entry of the final decree of divorce, the property shall be auctioned with the minimum bid set at the amount of indebtedness secured by the property, all liens and the cost of the sale.

If Husband purchases a residence prior to the entry of the final decree, the parties agree that all interest in said residence shall be awarded solely to Husband.

7. **VEHICLES**:

Wife shall be awarded as her sole and separate property the respective automobile she is currently driving, one 2011 Toyota Sienna, vin [redacted] and said vehicle is unencumbered by debt. Husband agrees to execute any and all necessary documents to convey title to Wife.

8. **PERSONAL PROPERTY AND HOUSEHOLD FURNISHINGS**

During the marriage the parties have accumulated household furniture, furnishings, miscellaneous other personal property and personal effects. Husband shall be awarded all items listed on the attached "Husband's Property List". Wife shall be awarded all remaining property in the marital residence.

9. **INDEBTEDNESS**:

The parties agree to split equally (50/50) the debt owed to Father Ryan high school for the 2019/2020 school year contract for Eleanore.

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

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any liability thereon.

10. **RETIREMENT PLANS**:

Wife shall be awarded any retirement and/or 401K plans in her individual name and Husband shall be awarded 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

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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.

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.

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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.

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**:

Each party shall be responsible for their individual attorney fees. Husband and Wife shall be responsible for equally 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,

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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 separately their federal income tax returns for tax year 2019 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 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 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.

29. **HUSBAND'S BUSINESS INTERESTS:**

Husband shall be awarded all interest in Various Artists Brewing Company and Full Circle Tree and Shrub, including all equipment, inventory, assets, accounts receivable, and all liabilities. Husband verifies by execution of this agreement that Wife's name is not associated with any debt for either of these businesses.

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WITNESS THE HAND of the Husband on this the 3rd day of September, 2019, and of the Wife on this the 3rd day of September, 2019.

JEFFREY JOEL BERGMAN
Husband

LEAH JEAN BERGMAN
Wife

THE STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public for said County and State, JEFFREY JOEL BERGMAN, 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 3rd day of September, 2019.

NATALIE A LEWIS
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY

NOTARY PUBLIC

My Commission Expires:
8-30-2021

THE STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Personally appeared before me, a Notary Public for said County and State, LEAH JEAN BERGMAN, 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 3rd day of September, 2019.

NOTARY PUBLIC

CRISTAN M. HERVEY
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

My Commission Expires:
7-17-21

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Husband's Property List

Everything in the garage except for Leah's grandfather's workbench with vice and all contents that were his. Includes sink and all lumber.

All musical instruments that belong to me and amps/cabinets.

Records that are mine.

Table in the basement.

A couple pots and pans to get started as well as the 2 Dutch ovens.

Tree care and other books.

Painting that Chris' ex painted.

Personal items-clothes etc.

Cutting board by the vitamix.

Printer (FCT&S's).

Little table by the washer and dryer

Personal belongings and clothing

Lillian's entire bedroom set

Bed and organizational "cubbies" in pink room

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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. 19D1087 DIVISION _____
PLAINTIFF *(Name: First, Middle, Last)* Leah Jean Bergman ☒ Mother ☐ Father	DEFENDANT *(Name: First, Middle, Last)* Jeffrey Joel Bergman ☐ Mother ☒ Father	

The mother and father will behave with each other and each child so as to provide a loving, stable, consistent and nurturing relationship with the 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
Eleanore Bergman	7/29/05
Lillian Bergman	4/29/10

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 240 days Father 125 days.

B. DAY-TO-DAY SCHEDULE

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

From Friday after school to Monday take to school, or 8:00 A.M. if no school

☐ every week ☒ every other week ☐ other:

This parenting schedule begins ☒ immediately.

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C. HOLIDAY SCHEDULE AND OTHER SCHOOL FREE DAYS

	Mother	Father
Easter Day(unless otherwise coinciding with Spring Vacation)	Odd	Even
Mother's Day	Every	
Father's Day		Every
Labor Day	Even	Odd
Thanksgiving (Wednesday 6:00 pm until Sunday 6:00 pm)	Even	Odd
Children's Birthday	2 hours	2 hours
*MLK Day & President's Day	See below	See below

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. *For MLK Day & President's Day, the parent exercising parenting time the weekend prior to the holiday shall exercise parenting time with the children on the holiday until 6:00 p.m.

D. FALL VACATION (*If applicable*)

Mother shall have the children in odd years and Father shall have the children in even years, from the time school is dismissed until 6:00 p.m. the evening before school resumes.

E. WINTER (CHRISTMAS) VACATION

In odd years, Father shall have the children from the time school is dismissed until December 26th at 1:00 P.M., and Mother shall have the children beginning December 26th at 1:00 P.M. and continue until she has one-half (½) of the entire Christmas vacation. Father shall have the remaining days until 6:00 P.M. the evening before school resumes. The intent is that each parent shall each have one-half (½) of the total number of days during Christmas vacation. The parties shall alternate this schedule in even years.

F. SPRING VACATION (*If applicable*)

Mother shall have the children in even years and Father shall have the children in odd years, from the time school is dismissed until 6:00 p.m. the evening before school resumes.

G. SUMMER VACATION

The parties shall alternate weeks, one week on/one week off for the 1st 8 weeks of summer, beginning the first Friday at 5:00 P.M. after school is dismissed for summer vacation. Mother shall have the first week every year. The parties shall resume the day-to-day schedule immediately after the 1st 8 weeks.

Is written notice required? ☐ Yes ☒ No.

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H. TRANSPORTATION ARRANGEMENTS

The place of meeting for the exchange of the child or children shall be the Mother's home, or the school if the pick-up time is before/after 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:

-If either parent has 3 weekends in a row with the children due to how the holidays and/or vacations (spring, fall, summer) occur, then each parent will work with the other parent to swap and/or alternate a weekend.

- Mother and Father shall each pay 50% of Lillian's tuition, fees, dues, books, uniforms, field trips, mission trips, etc. for her private schooling at St. Bernard until the completion of eighth grade, unless she is accepted into a magnet school. The parties agree that minor child, Lillian, will attend public high school after she graduates from St. Bernard. The parties agree that minor child, Eleanore, will attend public high school.

-Mother and Father shall pay as follows: 50% for (Father)/50% for (Mother), the fees and expenses of the minor children's extracurricular activities (i.e. uniforms, dues, fees, lessons, tuition, travel expenses, equipment, classes, etc.) which include the following activities: Lillian: piano lessons, soccer shots, golf, art club, yoga, chess club, horseback riding lessons, dance/gymnastics, rock climbing, cross county, basketball, girl scouts and church choir; Eleanore: horseback riding lessons, piano lessons, girl scouts, volleyball, lacrosse, church choir, and cross country; and the children's agreed upon future extracurricular activities. For any future "new" activities not already listed above, Mother and Father shall have to agree in writing (i.e. email, text message, etc.).

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.

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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 $12,916.66
Mother's gross monthly income is $13,500.00

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 $ 926.00 ☐ 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: ____

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 October, 2019.

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 SunTrust for deposit in account no [redacted]
☐ 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.

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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.
- 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
☐ 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, orthodontia, counseling, eyeglasses, contact lens, and routine annual physicals will be paid pro-rata 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. Either parent shall be allowed to make payment arrangements with the billing provider if the reimbursement is owing to the provider rather than to the other parent.

* NOTE: The child support schedule assumptions in the guidelines (1240-2-4-.03 (8)(b)) assume that the parent receiving the child support will get the tax exemptions for the child.

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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 $250,000.00 by whole life or term insurance. Until the child support obligation has been completed, each policy shall name Mother as sole irrevocable primary beneficiary and as trustee for the benefit of the children, to serve without bond or accounting. Father shall provide Mother with a complete copy of the life insurance policy showing the face value, beneficiary designation, and that it is in force, 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 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.

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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

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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;
(3) Reasons for proposed relocation; and
(4) Statement that absent agreement between the parents or an objection by the non-relocating parent within thirty (30) days of the date notice is sent by registered or certified mail in accordance with subsection (a), the relocating parent will be permitted to do so by law.

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.)***

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9/3/19 Brentwood, TN

Mother — Date and Place Signed

Sworn to and subscribed before me this 3 day of Sept, 2019.

My commission expires: 7-17-21

Notary Public

KRISTA M. HEFNER STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

9/3/19 Nashville

Father — Date and Place Signed

Sworn to and subscribed before me this 3rd day of September, 2019.

My commission expires: 8-30-2021

Notary Public

NATALIE A LEWIS STATE OF TENNESSEE NOTARY PUBLIC SUMNER COUNTY

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
Phone and BPR Number

John Wilks
Attorney for Father
2122 21st Ave. South
Address
Nashville, TN 37212
Address

(615) 800-7096 BPR
Phone and BPR Number

ENTERED THIS THE 1 DAY OF OCTOBER, 2019.

JUDGE PHILLIP ROBINSON

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Effective as of 7/22/2008

State of Tennessee - Department of Human Services
Child Support Worksheet

9/3/19 - 10:15 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:	Leah Bergman	X		
Name of Father:	Jeffrey Bergman		X	
Name of non-parent Caretaker:				

TCSES case #:

Docket #: 19D1087

Court name:

Name(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
Eleanore	7/29/05	240	125	
Lillian	4/29/10	240	125	

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		$ 13,500.00	$ 12,916.66	
1a	Federal benefit for child		+	+	
1b	Self-employment tax paid		-	-	
1c	Subtotal		13,500.00	12,916.66	
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)		$ 13,500.00	$ 12,916.66	
2a	Combined Adjusted Gross Income	$26,416.66			
3	Percentage Share of Income (PI)		51%	49%	

Part III. Parents' Share of BCSO

		Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
4	BCSO allocated to primary parent's household	$ 2673.00	$ 0.00	$ 0.00
4a	Share of BCSO owed to primary parent	$ 0.00	$ 1309.77	
5	Each parent's average parenting time	N/A	125	
6	Parenting time adjustment	$ N/A	$ -504.21	
7	Adjusted BCSO	$ 0.00	$ 805.56	

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State of Tennessee - Department of Human Services
Child Support Worksheet

9/3/19 - 10:15 PM

Part IV. Additional Expenses

		Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
8a	Children's portion of health insurance premium	$ 245.45	$	$
8b	Recurring uninsured medical expenses	$	$	$
8c	Work-related childcare	$	$	$
9	Total additional expenses	$ 245.45	$ 0.00	$ 0.00
10	Share of additional expenses owed	$ 0.00	$ 120.27	
11	Adjusted Support Obligation (ASO)	$ 0.00	$ 925.83	

Part V. Presumptive Child Support Order

		OBLIGATION	
12	Presumptive Child Support Order (PCSO)	$ 0.00	$ 926.00

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

Low Income? [redacted] (N=15% Y=7.5%)
Current Order Flat %? [redacted] (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	First Child Support Order (FCSO)	$ 0.00	$ 926.00
16	FCSO adjusted for Federal benefit, Line 1a, Obligor's column.	$ 0.00	$ 926.00

Comments, Calculations, or Rebuttals to Schedule

Preparer's Use Only

Name: [redacted]
Title: Attorney for Mother
Date: 9/3/19

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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:

LEAH JEAN BERGMAN
314 Chapel Ave.
Nashville, TN 37206

JEFFREY JOEL BERGMAN
314 Chapel Ave.
Nashville, TN 37206

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

ENTERED THIS 1 day of October, 2019.

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 a true and exact copy of this document was mailed to John R. Wilks, Attorney for Husband, 2122 21st Avenue South, Nashville, Tennessee 37212, on this the 1 day of October, 2019.

Kamie L. Hefner