COPY

EFILED 03/23/21 12:42 PM CASE NO. 20D946 Richard R. Rooker, Clerk

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY
AT NASHVILLE

Karen Johnson Davidson County
Batch# 646700 DEEDDIV
06/01/2021 10:02:06 AM 35 pgs
Fees: $177.00 Taxes: $0.00
20210601-0072836

DAVID BARASCH,)
)
Plaintiff,)
)
vs.) Docket No.: 20d946
) NOTICE OF ENTRY REQUIRED
STEPHANIE BARASCH,)
)
Defendant.)

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 23rd day of March, 2021, before the Honorable Phillip Robinson, Judge of the Third Circuit Court for Davidson County, Tennessee, upon the original Complaint for Divorce on the grounds of Irreconcilable Differences, Marital Dissolution Agreement and Permanent Parenting Plan submitted to the Court for approval, testimony of the Plaintiff in open Court and statement of counsel, from all of which the Court finds as follows:

The current addresses of the parties are as follows:

David Barasch, Plaintiff	636 Lemont Drive Nashville, Tennessee 37216
Stephanie Michelle O'Neal Barasch, Defendant	549 Maplewood Lane, Unit B, Nashville Tennessee 37216

This cause was filed on June 29, 2020 and has been pending for more than ninety (90) days;

The parties have fully complied with the provisions of T.C.A. §56-7-2366;

There exist between the parties such irreconcilable differences as render a further continuation of the marriage impractical and impossible;

COPY

EFILED 03/23/21 12:42 PM CASE NO. 20D946 Richard R. Rooker, Clerk

The Parenting Plan submitted for approval is in the best interest of the parties and their minor children and makes adequate provisions for the support, maintenance and parenting of the minor children and should be approved and made the Order of this Court;

The Marital Dissolution Agreement submitted to the Court for approval is fair and equitable and should be approved and made the judgment of this Court;

The Wife's name shall be restored to her maiden name of Stephanie Michelle O'Neal.

It is further **ORDERED, ADJUDGED AND DECREED** that the Plaintiff DAVID BARASCH is hereby awarded an absolute divorce on the grounds of irreconcilable differences, and both parties are hereby restored to all the rights and privileges of unmarried persons;

It is further **ORDERED** that the Marital Dissolution Agreement and Permanent Parenting Plan submitted to the Court for approval are hereby approved and made the Order of this Court and are in words and figures as follows:

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

(Marital Dissolution Agreement and Parenting Plan and Child Support Worksheet are to be inserted after this page.)

COPY

EFILED 03/23/21 12:42 PM CASE NO. 20D946 Richard R. Rooker, Clerk

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

DAVID BARASCH,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Docket No. 20d946
	)	
STEPHANIE BARASCH,	)	
	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

WHEREAS, DAVID BARASCH (hereinafter referred to as the "Husband") and STEPHANIE BARASCH (hereinafter referred to as the "Wife") have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and,

WHEREAS, the parties are presently living separate and apart; and,

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement providing for the division of their property and debts, and to tender this Agreement to the Court for approval in the event that a Final Decree of Divorce is granted in this cause; and,

It is further understood that the Wife, by signing this Agreement, makes a general appearance before the Third Circuit Court for Davidson County at Nashville, Tennessee for the purpose of granting the Husband a divorce upon the grounds of irreconcilable differences; and

WHEREAS, there are two (2) minor children born of this marriage, namely, wit,

EFILED 03/09/21 09:52 AM CASE NO. 20D946 Richard R. Rooker, Clerk

BENNETT DAVID BARASCH 08/13/2014
ROMAN AUDREY BARASCH 12/26/2017

All issues concerning child support have been resolved in the Permanent Parenting Plan.

WHEREAS, the Defendant in this cause by entering into this Agreement waives jurisdiction, venue and further service and waives filing an answer to the Complaint in this cause.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I. NO INTERFERENCE.

It is agreed by and between the parties, that each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. It is further agreed that neither party shall molest nor threaten nor harass the other.

II. DIVORCE.

It is agreed by and between the parties that the Husband shall proceed to obtain an absolute divorce upon the grounds of irreconcilable differences.

III. PERSONAL PROPERTY.

a) Vehicles. It is agreed by and between the parties that the Husband shall keep as his sole property the 2005 Honda Pilot and 1972 BMW which he drives as his vehicles, titled in the name of Husband. Any interest of the Wife in these vehicles is hereby divested from the Wife and reinvested in the Husband so that the Husband shall own said vehicles as his sole property, free and clear of any claim of the Wife. It is

EFILED 03/09/21 09:52 AM CASE NO. 20D946 Richard R. Rooker, Clerk

EFILED 03/23/21 12:42 PM CASE NO. 20D946 Richard R. Rooker, Clerk

further agreed that the Husband shall be solely responsible for any debts and encumbrances thereon, and that he shall indemnify and hold the Wife harmless thereon.

It is agreed by and between the parties that the Wife shall keep as her sole property the 2005 Infiniti G35 which she drives as her vehicle, titled in the name of Wife. Any interest of the Husband in the vehicle is hereby divested from the Husband and reinvested in the Wife so that the Wife shall own said vehicle as her sole property, free and clear of any claim of the Husband. It is further agreed that the Wife shall be solely responsible for any debts and encumbrances thereon, and that she shall indemnify and hold the Husband harmless thereon.

b) Household Furniture, Fixtures & Appliances. It is agreed by and between the parties that they shall each own as their sole property the household items now in their possession, free and clear of any interest or claim of the other party.

c) Bank Accounts. It is agreed by and between the parties that each party shall own as their sole property any and all bank accounts, being checking, savings or otherwise, that they have in their sole names. It is further agreed by and between the parties that each party shall relinquish any claim that they may have in any funds in the bank account in the name of the other. The parties acknowledge that they do not have a joint bank account.

The parties acknowledge that they have already divided between themselves all other items of tangible personal property. It is agreed by and between the parties that each party shall own as their sole property all items of personal property now in their possession. Any interest of one party in the personal property in the possession of the other party is hereby divested from the one and reinvested in the other so that they shall

EFILED 03/09/21 09:52 AM CASE NO. 20D946 Richard R. Rooker, Clerk

COPY

EFILED 03/23/21 12:42 PM CASE NO. 20D946 Richard R. Rooker, Clerk

each own that property in their possession as their sole property, free and clear of any claim of the other.

IV. REAL PROPERTY.

It is agreed by and between the parties that the Wife shall relinquish any interest that Wife might have in the two real properties owned by the Husband located at Davidson County, and more particularly described below, so that the Husband shall own these properties free and clear of any interest or claim of the Wife, and any interest of the Wife shall be divested from Wife and reinvested in the Husband. The properties are more particularly described as follows:

PROPERTY #1 – 549 Maplewood Lane:

Land in Davidson County, Tennessee, being Lot. No. 13 on the Plan of GraMar Acres, Section 14, as of record in Book 4300, Page 53, said Register's Office, as follows:

Said Lot No. 13 fronts 100 feet on the northerly margin of Maplewood Lane and extends back on the westerly margin 222.7 feet and 221.9 feet on the easterly margin to a dead line in the rear which measures 100 feet thereon.

Being the same property conveyed to Ronald B. Chapman, unmarried by deed from H. Ronald Elrod and wife, Sharon Elrod of record in Book 4994, Pag 118.

Ronald B. Chapman a/k/a Ronald Bernard Chapman having died testate and The Last Will and Testament of Ronald Bernard Chapman, deceased, of record in file 08B992, Probate Clerk's Office for Davidson County, Tennessee. Court Order heard on Friday, February 14, 2014 in the Seventh Circuit Court for Davidson County, Tennessee Probate Division authorized Jeffrey M. Grissim in his capacity as the Executor is authorized to execute this deed to convey the said property 549

EFILED 03/09/21 09:52 AM CASE NO. 20D946 Richard R. Rooker, Clerk

EFILED 03/23/21 12:42 PM CASE NO. 20D946 Richard R. Rooker, Clerk

Maplewood Lane, Nashville, Tennessee 37216.

PROPERTY #2 – 636 Lemont Drive:

Land in Davidson County, Tennessee, being Lot No. 229 on the Plan of Section 10, Gra-Mar Acres, of record in Plat Book 2663, Page 34, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete legal description thereof.

Being the same property conveyed to Leonard C. Lewis, III by Warranty Deed from Jeanette Brackeen, as devisee under Last Will and Testament of Jean W. Sturkie, joined by Jeanette Brackeen, Executrix dated 07/22/2009 recorded 07/24/2009, of record in Instrument No. 20090724-0069738, in the Register's Office for Davidson County, Tennessee.

Subject to: All matters shown on the plat of record in Plat Book 2663, Page 34; Covenants, conditions, easements and restrictions of record in Book 2702, Page 79, in the Register's Office for Davidson County, Tennessee, together with all amendments thereto, which may provide for association dues, fees and/or assessments, in addition to any easements, reservations, covenants, building set back requirements, option to purchase, right of first refusal and any special assessments which may come due but omitting any such covenant or restriction based on race, color, religion, sex, familial status or national origin; Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 4131, Page 781, in the Register's Office for Davidson County, Tennessee.

This conveyance is further subject to (1) all applicable zoning ordinances (2) utility, sewer, drainage and other easements of record, (3) all subdivision/condominium assessments, covenants, bylaws, restrictions, declarations and easements of record, (4) building restrictions, and (5) other matters of public record.

It is further agreed by and between the parties that the Husband shall be solely

EFILED 03/09/21 09:52 AM CASE NO. 20D946 Richard R. Rooker, Clerk

EFILED 03/23/21 12:42 PM CASE NO. 20D946 Richard R. Rooker, Clerk

responsible for the encumbrances on the aforesaid real properties and that the Husband shall indemnify and hold the Wife harmless thereon.

The Wife currently resides at 549 Maplewood Lane, Unit B. Accordingly, the Wife will stay in this residence until March 1, 2022. The Husband and Wife will govern this relationship by all the duties, rules, and regulations regarding landlords and tenants, including eviction, with the Husband acting as Landlord and the Wife acting as Tenant. The parties have executed the attached lease and will govern their relationship accordingly. The Wife shall pay no rent as this arrangement is part of the settlement. Beginning on April 1, 2022, the Wife will have the option to rent the premises for $1000.00 per month, payable to the Husband, for a six (6) month term ending October 1, 2022. The Husband WILL provide all necessary and habitability repairs as all landlords are required to. The Wife shall pay all utilities during this period.

V. RETIREMENT PLANS.

The parties acknowledge that the Husband has acquired an interest in two retirement plans: a retirement plan with Mass Mutual, and a retirement plan with Delicato Family Wines. It is agreed by and between the parties that the Wife shall relinquish any claim or interest that she might have in the two retirement plans of the Husband. It is agreed by and between the parties that the interest of Wife in the two retirement plans of the Husband shall be divested from her and reinvested in the Husband, so that Husband shall own his retirement plans as his sole property, free and clear of any interest or claim of the Wife.

VI. MARITAL DEBTS.

It is agreed by and between the parties that they have incurred no joint debts

EFILED 03/09/21 09:52 AM CASE NO. 20D946 Richard R. Rooker, Clerk

COPY

EFILED 03/23/21 12:42 PM CASE NO. 20D946 Richard R. Rooker, Clerk

during the marriage. 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 harmless thereon.

VII. ALIMONY IN SOLIDO.

The Husband agrees to pay to the Wife as alimony *in solido* the sum of six thousand five hundred Dollars ($6500.00) within fifteen days of the execution of the agreement. The parties expressly acknowledge and agree that this amount is not subject to modification.

VIII. NO FURTHER ENCUMBRANCES.

It is agreed by and between the parties that neither party shall further encumber the credit of the other from and after the date of signing this Marital Dissolution Agreement.

IX. INCOME TAXES.

The parties agree that they shall assume any and all liability whatsoever for any joint indebtedness to the United States Internal Revenue Service incurred by the parties during their marriage prior to December 31, 2020. Each party further agrees to indemnify and hold the other party harmless for their portion of any such joint debt.

The parties agree that each shall file a separate income tax return for the 2020 tax year, and each shall be solely responsible for the payment of any federal income tax owed on their separate returns for 2020 tax year.

X. ATTORNEY FEES.

It is agreed by and between the parties that each party shall pay their own attorney

EFILED 03/09/21 09:52 AM CASE NO. 20D946 Richard R. Rooker, Clerk

EFILED 03/23/21 12:42 PM CASE NO. 20D946 Richard R. Rooker, Clerk

fees for representation in this matter.

XI. COURT COSTS.

It is agreed by and between the parties that the court costs in this action shall be paid by the Plaintiff.

XII. PERMANENT INJUNCTION.

It is agreed by and between the parties that both parties should be permanently restrained and enjoined from coming about the other for the purpose of harming, harassing, threatening, or intimidating the other.

XIII. FURTHER NECESSARY ACTS.

It is agreed by and between the parties that both parties will sign any and all deeds, titles, documents or other instruments necessary to carry out the purposes and intents of this Agreement.

XIV. ESTATE WAIVER.

It is agreed by and between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto, and shall constitute a discharge from all claims arising out of their marital relationship, except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the others property, including without limitation, dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other inheritance, descent or distribution, or right to act as administrator or executor/trix of the other's estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Husband and Wife, individually or jointly, or

EFILED 03/09/21 09:52 AM CASE NO. 20D946 Richard R. Rooker, Clerk

COPY

EFILED 03/23/21 12:42 PM CASE NO. 20D946 Richard R. Rooker, Clerk

any property that either of them may acquire in the future.

XV. ENTIRE AGREEMENT.

It is agreed by and between the parties that this Agreement contains the entire understanding of the parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein and that all prior and oral agreements are hereby merged with this Agreement. It is further agreed by and between the parties that this Marital Dissolution Agreement may not be amended except in writing by the consent of both parties.

XVI. ENFORCEMENT.

It is agreed by and between the parties that in the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, and if successful, he or she shall also be entitled to a judgment for reasonable expenses including attorney fees incurred in prosecuting the action.

XVII. NO OTHER ASSETS.

The parties acknowledge that there are no other assets owned by them, either jointly or individually, and that they have no interest in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made a full disclosure to each other of all assets in which they have an interest.

XVIII. NO UNDUE INFLUENCE.

It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by

EFILED 03/09/21 09:52 AM CASE NO. 20D946 Richard R. Rooker, Clerk

COPY

EFILED 03/23/21 12:42 PM CASE NO. 20D946 Richard R. Rooker, Clerk

each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

XIX. SEVERABILITY.

In the event that any provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable.

XX. AFTER-ACQUIRED PROPERTY.

The parties acknowledge that between the date of execution of this Agreement and entry of a Final Decree of Divorce, the parties may acquire additional property, either real, personal, or mixed. The parties agree that each shall own such after-acquired property as his or her sole property, free and clear of any interest or claim of the other.

XXI. 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. The division of property is set forth elsewhere in the Marital Dissolution Agreement.

XXII. 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 represents a division of property by co-owners.

EFILED 03/09/21 09:52 AM CASE NO. 20D946 Richard R. Rooker, Clerk

EFILED 03/23/21 12:42 PM CASE NO. 20D946 Richard R. Rooker, Clerk

XXII. NO TAX ADVICE.

Both parties acknowledge that neither of them are relying upon any tax advice from their respective attorneys and that said attorneys have expressed no expertise regarding the tax ramifications or tax consequences arising out of this Agreement. Each of the parties have been advised by their attorneys to seek tax counseling regarding the consequences of this Agreement from their own accountant or tax attorney and each of the parties acknowledge that they have had an opportunity to do so.

XXIV. MAIDEN NAME RESTORED.

It is hereby agreed by and between the parties that the Wife's maiden name of O'Neal be restored to her so that her name will be Stephanie Michelle O'Neal.

WITNESS OUR HANDS, this 8 day of March 2021 as to the Husband, and this 8 day of Wife, March 2021 as to the Wife.

David Barasch

Stephanie Barasch

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, David Barasch, with whom I am personally acquainted or who provided identification, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 8 day of March, 2021.

NOTARY PUBLIC Shante Piche

My Commission expires: February 7, 2024

SHANTE PICHE
STATE OF TENNESSEE NOTARY PUBLIC
My Commission Expires Feb. 7, 2024

STATE OF TENNESSEE)

EFILED 03/09/21 09:52 AM CASE NO. 20D946 Richard R. Rooker, Clerk

EFILED 03/23/21 12:42 PM CASE NO. 20D946 Richard R. Rooker, Clerk

COUNTY OF DAVIDSON)
)

Personally appeared before me, Stephanie Barasch, with whom I am personally acquainted or who provided identification, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 8 day of March, 2021.

NOTARY PUBLIC _____

My Commission expires: February 7, 2024

SHANTE PICHE
STATE OF TENNESSEE NOTARY PUBLIC
My Commission Expires Feb. 7, 2024

EFILED 03/09/21 09:52 AM CASE NO. 20D946 Richard R. Rooker, Clerk

EFILED 03/23/21 12:42 PM CASE NO. 20D946 Richard R. Rooker, Clerk

RENTAL AGREEMENT - 549 MAPLEWOOD #B

AGREEMENT: This Agreement is made effective as of April 1st 2021, by and between David Barasch ("Landlord"), and Stephanie O'Neal ("Resident"). The parties hereby agree as follows:_____

PREMISES. Landlord, in consideration of the agreement payments provided in this Agreement, agrees to rent to the Resident (the "Premises") located at 549 Maplewood Lane # B Nashville, TN 37216.

TERM. The agreement term will begin on April 1st, 2021 and continue in force for a period of 18 full calendar months. To terminate this lease, a **30-day notice** is required in writing. If no notice is received at the end of the term, this lease will automatically renew month to month on Octoberl 1st,2022 at fair market rent value. The Wife may elect to rental the property for an additional six months beginning April 1, 2022 and ending October 1, 2022 at the rate of $1,000.00 per month.

AGREEMENT PAYMENTS. Resident shall pay to Landlord agreement payments of $ ZERO payable in advance, on the 25th of each month not later than the 1st day of the next month 11:59 PM from April 1, 2021 until March 1, 2022. Beginning April 1, 2022, at the Wife's election, the Wife continue to live at the residence shall pay to Landlord agreement payments of $ 1000 payable in advance, on the 25th of each month not later than the 1st day of the next month 11:59 PM for a term of 6 months. **Payments shall be made directly to the landlord's bank account or mailed to the Landlord at 636 Lemont Drive, Nashville, TN 37216**as may be changed from time to time by Landlord.

FINAL MONTH RENT. Landlord requires receipt of the last month's rent of $ N/A .
Funds will be applied to the final month of the rental period and is not construed as the damage deposit. Payments are due per attached payment schedule. _____

LATE PAYMENTS. Resident shall pay a late charge equal to 10% of the required installment payment for each payment that is not paid on time. _____

NON-SUFFICIENT FUNDS. Resident shall be charged 5% for each check that is returned to Landlord for lack of sufficient funds. Furthermore, if any check is returned for any reason all future payments to the landlord will be in the form of money orders, cashier's check, or cash._____

SECURITY DEPOSIT. When moving in and taking possession of the residence, resident shall pay to Landlord, in trust, a security deposit of $ 0 to be held and disbursed for resident damages to the Premises (if any) as provided by law. This security deposit is refundable. Such funds are on deposit with First Tennessee, Nashville, TN in a separate fund account to be disbursed 30 days or less after move out. **If this lease is broken, the security deposit is non-refundable. Security deposit subject to move out conditions.** _____

DEFAULT. Resident shall be in default of this Agreement, if Resident fails to fulfill any agreement obligation or term by which Resident is bound. Subject to any governing provisions of law to the contrary, if Resident fails to cure any financial obligation within five days (or any other obligation Within fourteen days) after written notice of such default is provided by Landlord to Resident, Landlord may take possession of the Premises without further notice, and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be

EFILED 03/09/21 09:52 AM CASE NO. 20D946 Richard R. Rooker, Clerk

COPY

EFILED 03/23/21 12:42 PM CASE NO. 20D946 Richard R. Rooker, Clerk

RENTAL AGREEMENT - 549 MAPLEWOOD #B

added to Resident's financial obligations under this Agreement. Resident shall pay all costs, damages, and expenses suffered by Landlord because of Tenant's defaults. Resident waives the right to receive any written notice of default and/or nonpayment of rent from the Landlord as provided in TCA 66-28-505. _____

SUBLEASING. The resident is hereby notified that the property **may not be sublet** to any third party and that the resident must dwell on the property. Should the resident fail to occupy the property for more than thirty days without notifying the Landlord the lease is voided in full. _____

HABITABILITY. Resident has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Resident), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed agreement payments are fair and reasonable. Any unacceptable conditions are noted in the Resident inspection form items noted but not requiring corrections are also indicated in the resident inspection form. If the condition changes so that, in Resident's opinion, the habitability and rental value of the Premises are adversely affected, Resident shall promptly provide reasonable written notice to the Landlord. _____

USE OF PREMISES/ABSENCES. Resident shall occupy and use the Premises as a dwelling unit.The resident is strictly prohibited from using the premises for any illegal activity or other such activity as maybe prohibited by local ordinances. Resident shall notify Landlord of any anticipated extended absence of more than five days from the Premises not later than the first day of the extended absence. Resident will not commit any acts of violence or threats to the health, safety, or welfare on persons or property on the Premises. In the event the Residents or his/her guests, family, or invitees commit such acts, Resident agrees to vacate the Premises upon three days written notice as provided in TCA 66-28-517. Any unexplained absence from the Premises for more than thirty (30) days shall be prima facie evidence of abandonment as provided in TCA 66-28-405. The Premises will be occupied by 1 adults and 0 children. No additional persons may reside in the Premises without written consent of the Landlord. Any person residing at said premises more than 14 days must apply as resident._____

DANGEROUS MATERIALS. Resident shall not keep or have on the Premises any article or thing of a dangerous, inflammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Resident to Landlord. _____

PROHIBITED STORAGE ON PREMISE. There shall be no storage of any kind (cardboard boxes, debris, old furniture, mobile homes, recreational vehicles, cans, appliances, machinery, junk car parts, tires, wheels, wood, building materials, straw, scrap metal or any other items that would cause a safety hazard, nuisance or anything that would cause a bad appearance on property) on the exterior of the property or the adjacent property, alley, or street. There shall be no unlicensed or inoperable vehicles stored on the property/street/alley. In the event that the Resident allows any prohibited items to accumulate and if any governmental agency or division of government levies any penalties, fees, or fines, Resident agrees to pay such penalties that could be $500.00 per day for each day the violation is in effect._____

EFILED 03/09/21 09:52 AM CASE NO. 20D946 Richard R. Rooker, Clerk

EFILED 03/23/21 12:42 PM CASE NO. 20D946 Richard R. Rooker, Clerk

RENTAL AGREEMENT - 549 MAPLEWOOD #B

POSSESSION. Resident shall be entitled to possession on the first day of the term of this Agreement, and shall yield possession to the Landlord on the last day of the term of this Agreement, unless otherwise agreed by both parties in writing. The Resident's possession of the Premises will also be terminated upon Resident's failure to observe any of the terms and provisions of this Lease and their failure to cure such default in a timely fashion as provided in TCA 66-28-101et seq. _____

PETS. The Resident is permitted to have zero domesticated animals previously discussed with the landlord. Landlord reserves the right to make periodic inspections for pet dwelling. No pets shall be allowed without the prior written consent of the Landlord. Unauthorized pets discovered will be charged to the resident at $___per month per pet from the inception of the lease. Any animals not registered on the resident information sheet shall be considered a stray and disposed of by public health officials_____

ACCESS BY LANDLORD TO PREMISES. Subject to Resident's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections as maybe necessary to assure compliance with this agreement. As provided by law, in the case of an emergency, Landlord may enter the Premises without Resident's consent. Should the resident give notice to vacate, the resident hereby authorizes the landlord access for showing the unit to perspective residents if the landlord provides 24 hours notice. _____

MAINTENANCE. The resident shall have the responsibility to maintain the building(s) and grounds in good repair at all times. The resident will: (1) keep their quarters in a clean and sanitary condition, (2) maintain any garden agreed upon, (3) consult with the landlord prior to altering any major mechanical, electrical, cosmetic repairs or plumbing system. Maintenance requests must be in by 10:30 am on Fridays if maintenance is needed over the weekend. _____

BUILDING UPGRADES: The resident may execute any upgrade or changes to the building so long as there is written approval from the landlord and the landlord is able to periodically inspect the work in progress. The resident further agrees to secure the required permits from the local authorities should any upgrades be undertaken. No liens shall be filing against the property. _____

REPAIRS AND ALTERATIONS: Except as provided by law, as authorized below or by prior written consent of the Landlord, the Resident will not make any alterations or repairs other than those considered to be routine maintenance of building systems. The Resident is obligated to inform the landlord of any possible maintenance or repair issues. _____

UTILITIES AND SERVICES. Resident shall be responsible for all utilities, water and services in connection with the Premises._____

PROPERTY INSURANCE. Landlord and Resident shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. The failure of the Resident to furnish the Landlord evidence of insurance within fifteen (15) days of the date of this Lease shall be an evidence of default. _____

EFILED 03/09/21 09:52 AM CASE NO. 20D946 Richard R. Rooker, Clerk

COPY

EFILED 03/23/21 12:42 PM CASE NO. 20D946 Richard R. Rooker, Clerk

RENTAL AGREEMENT - 549 MAPLEWOOD #B

Landlord discloses that houses with basements may flood during rains and makes no warranties that they will remain dry. _____

NOTICES. Notices under this Agreement shall not be deemed valid unless given or served in writing and forwarded by email, fax or mail, postage prepaid, addressed as follows: _____

Landlord: David Barasch talkwine@gmail.com
636 Lemont Drive 714 336 7957 phone
Nashville, TN 37216

Resident:
Stephanie O'Neal

Such addresses may be changed from time to time by either party by providing notice as set forth above.

PHONE. The resident agrees to have a home telephone or cellular phone and to provide the landlord with the associated phone number. The resident agrees to notify the landlord of any changes to the number within two days of such occurrence. _____

LEAD BASED PAINT NOTIFICATION: This will serve as notice that the unit which the Resident is renting if *Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards* is attached_x_ was ___ was not built before 1978 and may contain lead based paint. By initialing here resident is acknowledging that you have read and signed the notice in accord with Federal requirements. Please read and sign *Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards* (if attached). _____

ATTORNEY FEES: The resident agrees to pay all reasonable attorney and collection fees and costs in connection with resolution of a breach of this agreement. _____

ILLEGAL ACTIVITIES: The residents agrees to terminate this agreement and vacate the premises within three days if the resident or parties on the premises with their consent engage in an illegalactivity. Illegal activity is considered to be any activity prohibited by local, state or federal laws. _____

ENTIRE AGREEMENT/AMENDMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment._____

SUBORDINATION OF AGREEMENT. This Agreement is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises. _____

SEVERABILITY. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would

EFILED 03/09/21 09:52 AM CASE NO. 20D946 Richard R. Rooker, Clerk

EFILED 03/23/21 12:42 PM CASE NO. 20D946 Richard R. Rooker, Clerk

RENTAL AGREEMENT - 549 MAPLEWOOD #B

become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

CUMULATIVE RIGHTS. The rights of the parties under this Agreement are cumulative, and shall not be construed as exclusive unless otherwise required by law.

GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the state of Tennessee. The references to the Uniform Residential Landlord and Tenant Act contained herein shall not apply in the counties where this act is not in effect.

SIGNATURES:

LANDLORD:

By:
David Barasch; Property manager

RESIDENTS:

By:

EFILED 03/09/21 09:52 AM CASE NO. 20D946 Richard R. Rooker, Clerk

COPY

EFILED 03/23/21 12:42 PM CASE NO. 20D946 Richard R. Rooker, Clerk

CREDITOR'S LANGUAGE

NOTICE: Pursuant to T.C.A. §36-4-134, this decree does not necessarily affect the ability of a creditor to proceed against a party or a party's property, even though the party is not responsible under the terms of this decree for an account, any debt associated with an account or any debt. It may be in a party's best interest to cancel, close or freeze any jointly-held accounts.

COPY

EFILED 03/23/21 12:42 PM CASE NO. 20D946 Richard R. Rooker, Clerk

STATE OF TENNESSEE	COURT *Circuit*	COUNTY *Davidson*
PERMANENT PARENTING PLAN ORDER PROPOSED X AGREED ORDERED BY THE COURT		FILE No. 20D946 *(Must be completed)* DIVISION _____
PLAINTIFF *(Name: First, Middle, Last)* DAVID BARASCH_____ ☐ Mother ☒ Father	DEFENDANT *(Name: First, Middle, Last)* STEPHANIE BARASCH_____ ☒ 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
Bennett David Barasch	08/13/2014
Roman Audrey Barasch	12/26/2017

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Parenting Plan must designate the parent with whom the child is scheduled to reside a majority of the time as the Primary Residential Parent of the child(ren). The designation shall not affect either parent's rights and responsibilities under the Parenting Plan.

The Primary Residential Parent is
- ☐ Mother
- ☐ Father
- X Joint Primary Residential Parents (only if by agreement)
  Child must reside an equal amount of time with both parents.
- ☐ Waived by Mother and Father (only if by agreement)
  Child must reside an equal amount of time with both parents.

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

Mother 182.5 days Father 182.5 days

EFILED 03/09/21 09:57 AM CASE NO. 20D946 Richard R. Rooker, Clerk

EFILED 03/23/21 12:42 PM CASE NO. 20D946 Richard R. Rooker, Clerk

B. DAY-TO-DAY SCHEDULE

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

From to Sunday at 5 p.m. in the event either are cancelled to the following Sunday at 5 p.m. in the event either are cancelled
Time *Day and Time* *Day and*

☐ every week Ξ every other week ☐ other: _____.

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

From _____ to _____
Day and Time *Day and Time*

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

This parenting schedule begins ☐ _____ or Ξ date of the Court's Order.
Day and Time

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	DAY TO DAY SCHEDULE	
Martin Luther King Day	DAY TO DAY SCHEDULE	
Presidents' Day	DAY TO DAY SCHEDULE	
Easter Day (unless otherwise coinciding with Spring Vacation)	ODD	EVEN
Mother's Day	EVERY	NONE
Memorial Day (if no school)	EVEN	ODD
Father's Day	NONE	EVERY
July 4th	ODD	EVEN
Labor Day	EVEN	ODD
Halloween	ODD	EVEN
Thanksgiving Day & Friday	EVEN	ODD
Children's Birthdays	EVEN	ODD
Mother's Birthday	EVERY	NONE
Father's Birthday	NONE	EVERY
Other: _____	_____	_____

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:

Thanksgiving is from when school gets out (or 3 p.m. Wednesday until the children are enrolled in school) until the following Sunday at 5 p.m.

Halloween is from after school (or 3 p.m. until the children are enrolled in school) until 8 a.m. the following morning. Nothing in this parenting plan discourages the parties from jointly taking the children trick or treating.

EFILED 03/09/21 09:57 AM CASE NO. 20D946 Richard R. Rooker, Clerk

July 4th if from 6 p.m. the day before July 4th is observed until 9 a.m. the following day.

D. FALL VACATION (*If applicable*)

The day to day schedule shall apply except as follows: The Father shall have the break in odd numbered years and the Mother shall have the break in even numbered years

E. WINTER (CHRISTMAS) VACATION

The ☐ mother ☒ father shall have the child or children for the first period from the day and time school is dismissed until December 26 at 1 p.m. ☐ in odd-numbered years ☒ in even-numbered years ☐ every year. The other parent will have the child or children for the second period from the day and time indicated above until 6:00 p.m. on the evening before school resumes. The parties shall alternate the first and second periods each year.

Other agreement of the parents: _____

F. SPRING VACATION (*If applicable*)

The day-to-day schedule shall apply except as follows: The Father shall have the break in odd numbered years and the Mother shall have the break in even numbered years

G. SUMMER VACATION

The day-to-day schedule shall apply except as follows: regular schedule applies

Is written notice required? ☐ Yes ☐ No. If so, _____ number of days.

H. TRANSPORTATION ARRANGEMENTS

The place of meeting for the exchange of the child or children shall be: *In the event daycare or school is not in session the party receiving will pick up the child at the other parents home.*
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 :

The parties may modify the terms of this agreement in writing

EFILED 03/09/21 09:57 AM CASE NO. 20D946 Richard R. Rooker, Clerk

EFILED 03/23/21 12:42 PM CASE NO. 20D946 Richard R. Rooker, Clerk

In the event either party cannot exercise his or her parenting time as prescribed by this plan, the party must provide the other parent with the first option of providing child care during said time.

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	Ξ joint
Non-emergency health care	☐ mother	☐ father	Ξ joint
Religious upbringing	☐ mother	☐ father	Ξ joint
Extracurricular activities	☐ mother	☐ father	Ξ joint
_____	☐ mother	☐ father	☐ joint

III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Father's gross monthly income is $ 7847
Mother's gross monthly income is $ 3126

1. The final child support order is as follows:
   a. The ☐ mother Ξ father shall pay to the other parent as regular child support the sum of $365 ☐ weekly Ξ 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 April, 2021. and the first day of each month thereafter.

This support shall be paid:

EFILED 03/09/21 09:57 AM CASE NO. 20D946 Richard R. Rooker, Clerk

EFILED 03/23/21 12:42 PM CASE NO. 20D946 Richard R. Rooker, Clerk

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 First Horizon Bank.

☐ income assignment not required; Explanation:_____.

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

EFILED 03/09/21 09:57 AM CASE NO. 20D946 Richard R. Rooker, Clerk

B. FEDERAL INCOME TAX EXEMPTION*

The mother is the parent receiving child support.

The Mother shall claim both of the children. In the event she is not filing taxes one year she will notify the Father so he can utilize the exemption.

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 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

the ☐ mother ☒ father ☐ both shall insure his/her own life in the minimum amount of $ 250,000 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

* 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.

EFILED 03/09/21 09:57 AM CASE NO. 20D946 Richard R. Rooker, Clerk

COPY

EFILED 03/23/21 12:42 PM CASE NO. 20D946 Richard R. Rooker, Clerk

beneficiary, with the Ξ other parent □ other _____, as trustee for the benefit of the child(ren), to serve without bond or accounting.

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

Pursuant to T.C.A. 36-6-410(b), the parties are designated as joint primary residential parents as the children are scheduled to reside with both parents an equal amount of time. The 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:

- Ξ 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

EFILED 03/09/21 09:57 AM CASE NO. 20D946 Richard R. Rooker, Clerk

EFILED 03/23/21 12:42 PM CASE NO. 20D946 Richard R. Rooker, Clerk

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

EFILED 03/09/21 09:57 AM CASE NO. 20D946 Richard R. Rooker, Clerk

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 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, the relocating parent will be permitted to do so by law.

Absent agreement by the parents on a new visitation schedule within thirty (30) days of the notice or upon a timely objection in response to the notice, the relocating parent shall file a petition seeking approval of the relocation. The non-relocating parent has thirty (30) days to file a response in opposition to the petition. In the event no response in opposition is filed within thirty (30) days, the parent proposing to relocate with the child shall be permitted to do so.

EFILED 03/09/21 09:57 AM CASE NO. 20D946 Richard R. Rooker, Clerk

COPY

EFILED 03/23/21 12:42 PM CASE NO. 20D946 Richard R. Rooker, Clerk

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.)*

Mother — 3/8/2021 - Nashville TN — Date and Place Signed

Sworn to and subscribed before me this 8 day of March, 2021

My commission expires: February 7, 2024 — Notary Public

NANTE PICHE NOTARY PUBLIC STATE OF TENNESSEE My Commission Expires Feb. 7, 2024

Father — 3/8/21 - Nashville TN — Date and Place Signed

Sworn to and subscribed before me this 8 day of March, 2021

My commission expires: February 7, 2024 — Notary Public

NANTE PICHE NOTARY PUBLIC STATE OF TENNESSEE My Commission Expires Feb. 7, 2024

APPROVED FOR ENTRY:

L. S. Roach, Esq.
Attorney for Mother
401 N. Locust Street
Address
Springfield, TN 37172
Address
(615) 384-7750 #38607
Phone and BPR Number

Attorney for Father
401 Woodland St
Address
Nashville TN 37206
Address
(615) 645-2800 #031780
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 23 day of MARCH, 2021.

Judge

EFILED 03/09/21 09:57 AM CASE NO. 20D946 Richard R. Rooker, Clerk

COPY

EFILED 03/23/21 12:42 PM CASE NO. 20D946 Richard R. Rooker, Clerk

Effective as of 5/10/2020

State of Tennessee - Department of Human Services
Child Support Worksheet

3/8/21 - 2:48 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 or Parent 1:	Stephanie Michelle O'Neal	X		
Name of Father or Parent 2:	David Brent Barasch		X	
Name of non-parent Caretaker:				
TCSES case #:				
Docket #:				
Court name:				

Name(s) of Child(ren)	Date of Birth	Days with Mother or Parent 1	Days with Father or Parent 2	Days with Caretaker
Bennett David Barasch	8/13/14	182.5	182.5	
Rowan Audrey Barasch	12/26/17	182.5	182.5	

Part II. Adjusted Gross Income

Use Credit Worksheet to calculate line items 1d - 1e

			Mother or Parent1 \ Column A	Father or Parent 2 \ Column B	Nonparent Caretaker \ Column C
1	Monthly Gross Income		$ 3,126.00	$ 7,847.00	
1a	Federal benefit for child				
1b	Self-employment tax paid				
1c	Subtotal		3,126.00	7,847.00	
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)		$ 3,126.00	$ 7,847.00	
2a	Combined Adjusted Gross Income	$10,973.00			
3	Percentage Share of Income (PI)		28%	72%	
3a	Means Tested Income only (Y/N)		N	N	

Part III. Parents' Share of BCSO

		Mother or Parent1 \ Column A	Father or Parent 2 \ Column B	Nonparent Caretaker \ Column C
4	BCSO allotted to primary parent's household	$ 1632.00	$ 0.00	$ 0.00
4a	Share of BCSO owed to primary parent	$ 0.00	$ 1175.04	
4b	BCSO if Self Support Reserve (SSR) is applied	N/A	N/A	
5	Each parent's average parenting time	N/A	182.5	
5a	Parenting Time Adjustment (68 or less days)	N/A	N/A	
5b	Adjusted BCSO (68 or less days)	N/A	N/A	
6a	Parenting Time Adjustment (92 or more days)	N/A	-456.96	
6b	Adjusted BCSO (92 or more days)	N/A	718.08	
7	Calculated BCSO	$ 0.00	$ 718.08	

EFILED 03/09/21 09:57 AM CASE NO. 20D946 Richard R. Rooker, Clerk

COPY

EFILED 03/23/21 12:42 PM CASE NO. 20D946 Richard R. Rooker, Clerk

Effective as of 5/10/2020

State of Tennessee - Department of Human Services
Child Support Worksheet

3/8/21 - 2:48 PM

Part IV. Additional Expenses

		Mother or Parent 1 \ Column A	Father or Parent 2 \ Column B	Nonparent Caretaker \ Column C
8a	Children's portion of health insurance premium	$	$ 262.70	$
8b	Recurring uninsured medical expenses	$	$	$
8c	Work-related childcare	$	$ 996.67	$
9	Total additional expenses	$ 0.00	$ 1,259.37	$ 0.00
10	Share of additional expenses owed	$ 352.62	$ 0.00	
11	Adjusted Support Obligation (ASO)	$ 352.62	$ 718.08	

Part V. Presumptive Child Support Order

		OBLIGATION	
12	Presumptive Child Support Order (PCSO)	$ 0.00	$ 365.00

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

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	Adjusted for Minimum Order (Y/N)	N	N
16	Final Child Support Order (FCSO)	$ 0.00	$ 365.00
17	FCSO adjusted for Federal benefit, Line 1a, Obligor's column.	$ 0.00	$ 365.00

Comments, Calculations, or Rebuttals to Schedule

Preparer's Use Only

Name:
Title:
Date: 3/8/21

EFILED 03/09/21 09:57 AM CASE NO. 20D946 Richard R. Rooker, Clerk

EFILED 03/23/21 12:42 PM CASE NO. 20D946 Richard R. Rooker, Clerk

It is further **ORDERED** that the Wife is hereby restored to her maiden name of Stephanie Michelle O'Neal.

It is further **ORDERED** that each party shall pay his or her own attorney's fees.

It is further **ORDERED** that the Plaintiff shall pay the Court costs in this cause for which execution may issue if necessary.

This the 23 day of March, 2021.

JUDGE PHILLIP ROBINSON

APPROVED FOR ENTRY:

J. RYAN JOHNSON, S. CT. No. 30780
Attorney for Plaintiff
901 Woodland Street
Nashville, Tennessee 37206
P: (615) 645-2800 – F: (615) 687-1881

COPY

EFILED 03/23/21 12:42 PM CASE NO. 20D946 Richard R. Rooker, Clerk

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing document has been served on the following by (X) U. S. Mail, postage prepaid; (X) hand delivery; ( ) facsimile transmission to _____, hard copy by U. S. Mail:

Rett Roach
309 North Locust Street
Springfield, TN 37172

This the 23 day of March, 2021.

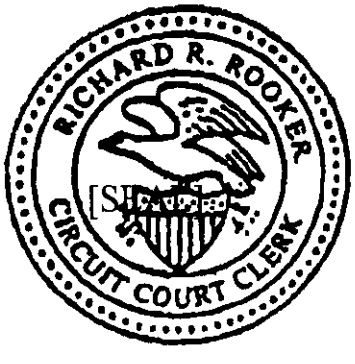
J. Ryan Johnson

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 23 day of MARCH, 2021, in Docket Number 20D946 between BARASCH, DAVID, Plaintiff, and BARASCH, STEPHANIE, 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 26 day of MAY in the year two thousand twenty-one and in the 244th year of American Independence.

RICHARD R. ROOKER, Clerk,



By: _____
Deputy Clerk