Karen Johnson Davidson County
Batch# 713263 DEEDDIV
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20210913-0122066

STATE OF TENNESSEE

I, RICHARD R. ROOKER, Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the FOURTH Circuit Court for Davidson County, Tennessee, on the 01 day of SEPTEMBER, 2021, in Docket Number 20D1119 between MARTINEZ, FRANCISCO, Plaintiff, and MARTINEZ, REMEDIOS GUADALUPE, 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 13 day of SEPTEMBER in the year two thousand twenty-one and in the 245th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____
Deputy Clerk

[SEAL]

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FRANCISCO MARTINEZ	)	
	)	
Plaintiff/Husband,	)	
	)	
vs.	)	**Docket No. 20D-1119**
	)	**Notice of Entry Requested**
REMEDIOS GUADALUPE MARTINEZ	)	
	)	
Defendant/Wife,	)	

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 1st day of September 2021, before the Honorable Philip E. Smith, Judge of the Fourth 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:

1. The current addresses of the parties are as follows:

Francisco Martinez	Remedios Guadalupe Martinez
712 Brushy Ridge Dr.	312 Melpar Drive
La Vergne, TN 37086	Nashville, TN 37211

2. This cause was filed on July 24, 2020 and has been pending for more than ninety days;

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

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

5. 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;

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

It is therefore **ORDERED, ADJUDGED AND DECREED** that the Plaintiff/Husband Francisco Martinez is hereby awarded an absolute divorce on the grounds of irreconcilable difference, and both parties are hereby restored to all 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:

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

FRANCISCO MARTINEZ,	)	
	)	
Plaintiff/Husband,	)	
	)	
vs.	)	No. 20D-1119
	)	
REMEDIOS GUADALUPE MARTINEZ,	)	
	)	
Defendant/Wife.	)	

MARITAL DISSOLUTION AGREEMENT

This Marital Dissolution Agreement is made and entered into by and between REMEDIOS GUADALUPE MARTINEZ of Davidson County, Tennessee, hereinafter referred to as "Wife" and FRANCISCO MARTINEZ of Rutherford County, Tennessee, hereinafter referred to as "Husband".

WITNESSETH:

WHEREAS, the parties hereto are Husband and Wife and have been separated since October 2014 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 Fourth Circuit Court for Davidson County, No. 20D-1119, 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 Matt Maniatis, and,

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

1. **MUTUAL UNDERSTANDING**:

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

2. **NO INTERFERENCE:**

Each party shall be free from the interference, authority and control, either directly or indirectly, by the other, as fully as if he or she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

3. **WAIVER OF SERVICE**:

Wife is aware that this divorce action is on file in the Fourth Circuit Court for

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Davidson County, No. 20D-1119, and she has received a copy of Husband's Original Complaint. Wife waives further service and waives filing an answer.

4. **DIVORCE**:

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

5. **MINOR CHILDREN**:

The parties are the parents of three (3) minor children, Joana Martinez, date of birth July 19, 2005, David Martinez, date of birth March 13, 2008, and Edward Martinez, date of birth March 13, 2008. 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 (3 PROPERTIES)**:

1) The parties own real property located at 312 Melpar Drive, Nashville, Davidson County, Tennessee 37211, which is more specifically described as follows:

> "Land in Davidson County, Tennessee, being Lot No. 85 on the Plan of Locustwood, Section Three, as of record in Plan Book 2663, page 29, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description thereof.
>
> Being the same property conveyed to Francisco Martinez, a married person, by deed from David B. Thayer and wife, Dona J. Dyer, dated June 19, 1998 and of record in Book 10988 Page 242, in the Register's Office for Davidson County, Tennessee."

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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. Upon execution of this agreement, Wife shall have sole possession of the property and Wife shall be solely responsible for all indebtedness on this property, including the utilities, property taxes, and homeowners insurance. From execution of this agreement forward, Wife shall indemnify and hold Husband harmless from any and all liability associated with this property. Said property is unencumbered by debt.

2) The parties own real property located at 712 Brushy Ridge Drive, Lavergne, Rutherford County, Tennessee 37086. Said property is titled and financed in Husband's sole name. Husband shall be awarded the real property and any right, title and interest in and to said property currently held by Wife shall be divested out of her and vested solely in Husband. Upon execution of this agreement, Husband shall have sole possession of the property and Husband shall be solely responsible for all indebtedness on this property, including the utilities, mortgage indebtedness, property taxes, and homeowners insurance. From execution of this agreement forward, Husband shall indemnify and hold Wife harmless from any and all liability associated with this property.

3). Husband shall be awarded the real property located in Mexico at Leibinitz 130, COL Progreso, San Luis Potosi, 78379, Mexico as his sole and separate property. Wife is divested of any interest therein said property and the same is vested in Husband solely. Husband is solely responsible for any and all liabilities on said property and shall indemnify and hold Wife harmless.

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7. **VEHICLES**:

Wife shall be awarded as her sole and separate property the respective automobile she is currently driving, one 2016 Acura, Vin# 5FRYD4H92GB034999, subject to the indebtedness thereon. Wife verifies by execution of this agreement that the indebtedness on this vehicle is solely in Wife's individual name.

Husband shall be awarded as his sole and separate property the respective automobile he is currently driving, one 2017 Chevrolet Silverado, Vin# 3GCUKSEC2HG392920 and one 2021 Ford Expedition, Vin#1FMJU1HT8MEA11667 subject to the indebtedness thereon. Husband verifies by execution of this agreement that the indebtedness on this vehicle is solely in Husband's individual name. Husband shall also be awarded all interest in the 2000 Larson boat.

8. **PERSONAL PROPERTY AND HOUSEHOLD FURNISHINGS**

The parties already divided their personal property and household furnishings when they separated in 2014. Each party shall be awarded all property in their possession.

9. **INDEBTEDNESS**:

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

10. **RETIREMENT PLANS**:

Neither party has any interest in a retirement plan.

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

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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**:

Wife has a ninth-grade education, and Wife does not have enough credits for social security disability. Husband agrees to pay to Wife the sum of $100.00 per month as alimony *in futuro*. Husband's alimony *in futuro* payments shall be due on the 5th day of each month, beginning August 5, 2021, and shall be paid by bank draft or direct deposit into a bank account of Wife's selection (Wife to provide canceled check). Husband's alimony *in futuro* payments shall not be tax deductible to him and shall not be taxable income to Wife. Husband's alimony *in futuro* payments shall cease upon either party's death, Wife's remarriage, or Wife's cohabitation with someone to whom she is not related by blood.

The parties shall exchange business and personal federal income tax returns every year by April 15, or by October 15 in the event either party files for an extension.

As alimony *in solido*, Husband shall pay the sum of $10,000 to Wife, and payable as follows: $5,000 within 30 days of execution of this agreement, and $5,000 within 60 days of execution of this agreement.

13. **ACCEPTANCE BY THE PARTIES:** With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable 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.

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14. **CREDITOR CLAIMS**:

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

15. **NON-COMPLIANCE**:

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

16. **SEVERANCE**:

Should the Court hold that any portion of this agreement is invalid, the remainder shall be in full force and effect and the invalid portion shall be struck from the agreement or modified as the Court shall order.

17. **MODIFICATION**:

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

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18. **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.

19. **EXECUTION OF INSTRUMENTS:**

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

20. **REPRESENTATIONS:**

The parties represent to each other as follows:

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

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

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

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

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

Each party shall be solely responsible for their individual attorney fees. Husband shall be responsible for paying any remaining court costs assessed in this cause.

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

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

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 in 2020 and all subsequent years.

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If, in connection with any joint federal income tax returns heretofore filed by the parties for the 2014 tax year and prior to the 2014 tax year, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by Husband on all joint tax returns filed for the 2014 tax year and prior, and Husband shall indemnify and hold harmless the other party from any and all liability, financial or otherwise, for any such deficiency assessment. The parties shall equally divide any refund they are eligible to receive relative to joint federal tax returns heretofore filed.

Beginning for the 2015 tax year through present, each party shall be responsible for any deficiencies and liabilities resulting from his or her separate businesses and shall indemnify and hold the other party harmless thereon.

The parties have not received the second and third stimulus payments (economic impact payment). Upon receipt of these payments, the parties shall immediately divide the payments equally (50-50) between themselves so that each party receives one-half (½) of both total payments.

Each party will execute all Internal Revenue Service or other documents necessary to carry out the intent of this paragraph.

24. **HEALTH INSURANCE**:

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

25. **LIFE INSURANCE**:

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

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26. **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.

27. **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.

28. **WIFE'S BUSINESS**:

Wife shall be awarded all interest in her business, La Moda Al Dia, Inc. d/b/a El Rey Western Wear, including, but not limited to: equipment, accounts, inventory, and accounts receivables.

29. **HUSBAND'S BUSINESSES**:

Husband shall be awarded all interest in his business, First Choice Masonry, Inc., including, but not limited to: equipment, accounts, inventory, and accounts receivables.

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WITNESS THE HAND of the Wife on this the 7 day of July, 2021, and of the Husband on this the 7 day of July, 2021.

REMEDIOS GUADALUPE MARTINEZ
Wife

FRANCISCO MARTINEZ
Husband

THE STATE OF TENNESSEE)
COUNTY OF WILLIAMSOM)

Personally appeared before me, a Notary Public for said County and State, REMEDIOS GUADALUPE MARTINEZ, 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 7 day of July, 2021.

NOTARY PUBLIC

STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

My Commission Expires:
7-17-21

THE STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public for said County and State, FRANCISCO MARTINEZ 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 7 day of July, 2021.

NOTARY PUBLIC

My Commission Expires:
3-6-24

MATT MANIATIS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY MY COMMISSION EXPIRES 3-6-2024

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STATE OF TENNESSEE	FOURTH CIRCUIT COURT	DAVIDSON COUNTY
PERMANENT PARENTING PLAN ORDER □ PROPOSED ■ AGREED □ ORDERED BY THE COURT		FILE NO. 20D1119

PLAINTIFF *(Name: First, Middle, Last)*	DEFENDANT *(Name: First, Middle, Last)*
FRANCISCO MARTINEZ □ Mother ■ Father	REMEDIOS GUADALUPE MARTINEZ ■ 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
Joana Guadalupe Martinez	07/19/2005
David John Martinez	03/13/2008
Edward Taylor Martinez	03/13/2008

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
□ 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: 285 days Father: 80 days

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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 Friday at 6:00 p.m. to Sunday at 6:00 p.m. every other week.

This parenting schedule begins the date of the Court's Order.

C. HOLIDAY SCHEDULE AND OTHER SCHOOL FREE DAYS

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

	MOTHER	FATHER
New Year's Day	EVEN	ODD
Easter Day (unless otherwise coinciding with Spring Vacation)	ODD	EVEN
Passover Day (unless otherwise coinciding with Spring Vacation)	Day-to Day Schedule	Day-to Day Schedule
Mother's Day	EVERY	
Memorial Day (if no school)	EVEN	ODD
Father's Day		EVERY
July 4th	ODD	EVEN
Labor Day	EVEN	ODD
Thanksgiving Day and Friday	EVEN	ODD
Child(ren)'s Birthdays	ODD	EVEM
Other School-Free Days	Day-to-Day Schedule	Day-to-Day Schedule
Mother's Birthday	EVERY	NEVER
Father's Birthday	NEVER	EVERY

A holiday shall begin at 6:00 p.m. the evening preceding the holiday and end at 6:00 p.m. the day of the holiday, with the exception of July 4th, which shall begin at 8:00 a.m. the day of the holiday and end at 8:00 a.m. the day following the holiday.

This holiday schedule and other school free days shall supersede the Day-To-Day Schedule.

D. FALL BREAK

The Day-To-Day schedule shall apply except as follows: Fall Break shall be defined as from the day and time school is dismissed until 6 p.m. the day before school resumes. In even-numbered years, Mother shall exercise parenting time during the entire Fall Break. In odd-numbered years, Father shall exercise parenting time during the entire Fall Break.

E. WINTER (CHRISTMAS) VACATION

In odd-numbered years, Mother shall have the child from the day and time school is dismissed until December 25 at 2:00pm; and Father shall have the child from December 25 at 2:00pm until 6:00pm the day before school resumes.

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In even-numbered years, Father shall have the child from the day and time school is dismissed until December 25 at 2:00pm; and Mother shall have the child from December 25 at 2:00pm until 6:00pm the day before school resumes.

F. SPRING VACATION

The Day-To-Day schedule shall apply except as follows: Spring Break shall be defined as from the day and time school is dismissed until 6 p.m. the day before school resumes. In odd-numbered years, Mother shall exercise parenting time during the entire Spring Break. In even-numbered years, Father shall exercise parenting time during the entire Spring Break.

G. SUMMER VACATION

The Day-To-Day schedule shall apply except as follows: Summer Break shall be defined as from the day and time school is dismissed until 6 p.m. the day before school resumes. The Day-to-Day schedule shall be followed with the exception that upon providing written notice to the other party by May 1st of each year, either party may elect two non-consecutive weeks of parenting time.

H. PRIORITIES

For the purposes of this Residential Parenting Schedule, the Holiday Schedule shall take priority over the Day-to-Day Schedule.

I. TRANSPORTATION ARRANGEMENTS

Unless otherwise specified in the Residential Parenting Schedule, the Father shall provide transportation to and from his parenting time. The pickup and delivery of the minor children shall be timely in accordance with the provisions of this Permanent Parenting Plan.

If a parent does not possess a valid driver's license, he or she must make reasonable transportation arrangements to protect the children while in the care of that parent.

J. OTHER

The following special provisions apply:

i. Deviation from Schedule: Nothing in this parenting plan shall prevent the parents from deviation from the residential schedule contained herein by mutual agreement. However, should any dispute arise, the Permanent Parenting Plan signed by the parties, as written, shall control.

ii. International Travel: The parties shall cooperate with one another in applying for and receiving the minor child's passport or passport renewal, if applicable. Upon request of the other party, either party shall provide written authorization approving international travel with the minor child for a date certain, unless it violates a provision of this permanent parenting plan.

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II. DECISION-MAKING

A. DAY-TO-DAY DECISIONS

Each parent shall make decisions regarding the day-to-day care of a child while the child is residing with that parent, including any emergency decisions affecting the health or safety of a child.

B. MAJOR DECISIONS

Major decisions regarding each child shall be made as follows:

Educational decisions	☐ Mother	☐ Father	■ Joint
Non-emergency health care	☐ Mother	☐ Father	■ Joint
Religious upbringing	☐ Mother	☐ Father	■ Joint
Extracurricular activities	☐ Mother	☐ Father	■ Joint

III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Father's gross monthly income is $11,666.00
Mother's gross monthly income is $3,333.00

1. The Final Order of child support is as follows: The Father shall pay to the other parent as regular child support the sum of $1,485.00 per month. **The Child Support Worksheet shall be attached to this Order as an Exhibit.***

   If this is a deviation from the Child Support Guidelines, explain why: This support does not include a deviation.

   If this is a deviation from the Child Support Guidelines, explain all of the following:

   The reason for the deviation: N/A

   The presumptive amount of the child support (without the deviation): N/A

   How is the application of the Guidelines unjust or inappropriate? N/A

   How is the best interest of the child served? N/A

   Does the child support obligation after the deviation provide for all of the child(ren)'s needs, taking into consideration both parents' income? N/A

2. Retroactive Support: No retroactive support is awarded.
3. Payments shall begin on August 1, 2021 and continue every month on the 1st day.

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This support shall be paid through the Central Child Support Receipting Unit and sent from there to the Mother. at 312 Melpar Dr, Nashville, TN 37211.

The parents acknowledge that court approval must be obtained before child support can be reduced or modified.

B. FEDERAL INCOME TAX EXEMPTION*

The Mother is the parent receiving child support.

The Mother shall claim the following child: Joana Guadalupe Martinez, David John Martinez, and Edward Taylor Martinez, every year.

The Father shall claim the following child: None.

The Father will furnish IRS Form 8332 to the other 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 childcare 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 Father. 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.

**Father shall immediately provide current insurance cards for the children to the Mother.

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 the parties 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 Father shall maintain dental, orthodontic, and optical insurance on the minor child or children.

* NOTE: The child support schedule assumptions in the guidelines (1240-2-4-.03 (6)(b)) assume that the parent receiving the child support will get the tax exemptions for the child.

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E. LIFE INSURANCE

The Father shall insure his own life in the minimum amount of USD $100,000.00 by whole life or term insurance. Until the child support obligation has been completed, each policy shall name the child/children as sole irrevocable beneficiary(ies), with the other parent as trustee for the benefit of the child(ren), to serve without bond or accounting.

*Father shall provide proof of the policy including a copy showing the face value, that the policy is in force, the named beneficiary, named trustee and the amount within 30 days after 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 as designated in Section I.A. 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.

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.

In the dispute resolution process:

A. Preference shall be given to carrying out this Parenting Plan.

B. The parents shall use the process to resolve disputes relating to implementation of the Plan.

C. A written record shall be prepared of any agreement reached, and it shall be provided to each parent.

D. If the Court finds that a parent willfully failed to appear without good reason, the Court, upon motion, may award attorney fees and financial sanctions to the prevailing parent.

VI. RIGHTS OF PARENTS

Under T.C.A. § 36-6-101 of Tennessee law, both parents are entitled to the following rights:

(1) The right to unimpeded telephone conversations with the child at least twice a week at reasonable times and for reasonable durations. The parent exercising parenting time shall furnish the other parent with a telephone number where the child may be reached at the days and time specified in a parenting plan or other court order or, where days and times are not specified, at reasonable times;

(2) The right to send mail to the child which the other parent shall not destroy, deface, open or censor. The parent exercising parenting time shall deliver all letters, packages and

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other material sent to the child by the other parent as soon as received and shall not interfere with their delivery in any way, unless otherwise provided by law or court order;

(3) The right to receive notice and relevant information as soon as practicable but within twenty-four (24) hours of any hospitalization, major illness or injury, or death of the child. The parent exercising parenting time when such event occurs shall notify the other parent of the event and shall provide all relevant healthcare providers with the contact information for the other parent;

(4) The right to receive directly from the child's school any educational records customarily made available to parents. Upon request from one parent, the parent enrolling the child in school shall provide to the other parent as soon as available each academic year the name, address, telephone number and other contact information for the school. In the case of children who are being homeschooled, the parent providing the homeschooling shall advise the other parent of this fact along with the contact information of any sponsoring entity or other entity involved in the child's education, including access to any individual student records or grades available online. The school or homeschooling entity shall be responsible, upon request, to provide to each parent records customarily made available to parents. The school may require a written request which includes a current mailing address and may further require payment of the reasonable costs of duplicating such records. These records include copies of the child's report cards, attendance records, names of teachers, class schedules, and standardized test scores;

(5) Unless otherwise provided by law, the right to receive copies of the child's medical, health or other treatment records directly from the treating physician or healthcare provider. Upon request from one parent, the parent who has arranged for such treatment or health care shall provide to the other parent the name, address, telephone number and other contact information of the physician or healthcare provider. The keeper of the records may require a written request including a current mailing address and may further require payment of the reasonable costs of duplicating such records. No person who receives the mailing address of a requesting parent as a result of this requirement shall provide such address to the other parent or a third person;

(6) The right to be free of unwarranted derogatory remarks made about such parent or such parent's family by the other parent to or in the presence of the child;

(7) The right to be given at least forty-eight (48) hours' notice, whenever possible, of all extracurricular school, athletic, church activities and other activities as to which parental participation or observation would be appropriate, and the opportunity to participate in or observe them. The parent who has enrolled the child in each such activity shall advise the other parent of the activity and provide contact information for the person responsible for its scheduling so that the other parent may make arrangements to participate or observe whenever possible, unless otherwise provided by law or court order;

(8) The right to receive from the other parent, in the event the other parent leaves the state with the minor child or children for more than forty-eight (48) hours, an itinerary which shall include the planned dates of departure and return, the intended destinations and mode of travel and telephone numbers. The parent traveling with the child or children shall provide this information to the other parent so as to give that parent reasonable notice; and

(9) The right to access and participation in the child's education on the same bases that are provided to all parents including the right of access to the child during lunch and other school activities; provided, that the participation or access is legal and reasonable; however, access must not interfere with the school's day-to-day operations or with the child's educational schedule.

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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:

(a) After custody or co-parenting has been established by the entry of a permanent parenting plan or final order, if a parent who is spending intervals of time with a child desires to relocate outside the state or more than fifty (50) miles from the other parent within the state, the relocating parent shall send a notice to the other parent at the other parent's last known address by registered or certified mail. Unless excused by the court for exigent circumstances, the notice shall be mailed not later than sixty (60) days prior to the move. The notice shall contain the following:
   (1) Statement of intent to move;
   (2) Location of proposed new residence;
   (3) Reasons for proposed relocation; and
   (4) Statement that 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.

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 — 7-07-21 Brentwood TN (Date and Place Signed)

Sworn to and subscribed before me this 7 day of July, 2021.

My commission expires: 7-17-21

Notary Public

KRISTA M. HEFNER — STATE OF TENNESSEE NOTARY PUBLIC — WILLIAMSON COUNTY

Father — 07-07-21 Nashville tn (Date and Place Signed)

MATT MANATIS — STATE OF TENNESSEE NOTARY PUBLIC — DAVIDSON COUNTY

Sworn to and subscribed before me this 7 day of July, 2021.

My commission expires: 3-6-24

Notary Public

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APPROVED FOR ENTRY:

MATT MANIATIS
Attorney for Father
211 Donelson Pike, Suite 204
Address
Nashville, TN 37214
Address
(615)366-1211 BPR# 30241
Phone and BPR Number

KAMIE HEFNER
Attorney for Mother
116 Wilson Pike Circle, Suite 103A
Address
Brentwood, TN 37024
Address
(615) 370-9800 BPR# 18032
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

Court costs, if any, are taxed as follows: All additional court costs are to be taxed to the Father in accordance with the Marital Dissolution Agreement.

It is so **ORDERED** this the 1st day of September, 2021.

JUDGE PHILIP E. SMITH

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Effective as of 5/10/2020

State of Tennessee - Department of Human Services
Child Support Worksheet

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Part I. Identification

Indicate the status of each parent or caretaker by placing an "X" in the appropriate column

		PRP	ARP
Name of Mother or Parent 1:	[redacted]	X	
Name of Father or Parent 2:			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	Da with Ca
[redacted]				

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	Nonp Caret Colu
1	Monthly Gross Income		[redacted]	[redacted]	
1a	Federal benefit for child				
1b	Self-employment tax paid				
1c	Subtotal		3,333.00	11,666.00	
1d	Credit for in-home children		- 0.00	- 0.00	
1e	Credit for not-in-home children		- 0.00	- 500.00	
2	Adjusted Gross Income (AGI)		$ 3,333.00	$ 11,166.00	
2a	Combined Adjusted Gross Income	$14,499.00			
3	Percentage Share of Income (PI)		23%	77%	
3a	Means Tested Income only (Y/N)				

Part III. Parents' Share of BCSO

4	BCSO allotted to primary parent's household	$ 2073.00	$ 0.00	$
4a	Share of BCSO owed to primary parent	$ 0.00	$ 1596.21	
4b	BCSO if Self Support Reserve (SSR) is applied	N/A	N/A	
5	Each parent's average parenting time	N/A	N/A	
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	N/A	
6b	Adjusted BCSO (92 or more days)	N/A	N/A	
7	Calculated BCSO	$ 0.00	$ 1,596.21	

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Effective as of 5/10/2020

State of Tennessee - Department of Human Services
Child Support Worksheet

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Part IV. Additional Expenses

		Mother or Parent 1 \ Column A	Father or Parent 2 \ Column B	Nonp Caret Colu
8a	Children's portion of health insurance premium			
8b	Recurring uninsured medical expenses			
8c	Work-related childcare			
9	Total additional expenses	$ 0.00	$ 484.00	$
10	Share of additional expenses owed	$ 111.32	$ 0.00	
11	Adjusted Support Obligation (ASO)	$ 111.32	$ 1,596.21	

Part V. Presumptive Child Support Order

		OBLIGATION	
12	Presumptive Child Support Order (PCSO)	$ 0.00	$ 1,485.00

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

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): [redacted]

15 Adjusted for Minimum Order (Y/N)

16	Final Child Support Order (FCSO)	$ 0.00	$ 1,485.00
17	FCSO adjusted for Federal benefit, Line 1a, Obligor's column.	$ 0.00	$ 1,485.00

Comments, Calculations, or Rebuttals to Schedule

[redacted]

Preparer's Use Only

Name: [redacted]
Title: FUTURE MGMNTATIS

Date: 7/

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Effective as of 5/10/2020

State of Tennessee - Department of Human Services
Credit Worksheet

7/7/21 3:36 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:	Remedios Guadalupe Martinez	X		
	Name of Father or Parent 2:	Francisco Martinez		X	
	Name of non-parent Caretaker:				
	TCSES case #:				
	Docket #:	20D1119			
	Court name:	Davidson County Circuit Court			

Part II. Other Children

✓ If a parent is claiming more than five children on line 3 or line 7, use the Additional Credit sheet to list information for each child.

			Mother or Parent 1	Father or Parent 2
Parent Income Information	1	Applicable gross income from CS worksheet	$ 3,333.00	$ 11,666.00
In-Home Children	2	Below, list qualified children living in the parent's home (if none, skip to line 6):		

Name(s) of Child(ren) for Mother or Parent 1 — Date of Birth

[redacted]

Name(s) of Child(ren) for Father or Parent 2 — Date of Birth

[redacted]

	3	Number of qualified children living in the parent's home	# 0	# 0
	4	Theoretical child support order (this parent's income on CS Schedule for number of children from line 3)	$ 0.00	$ 0.00
	5	75% of theoretical child support order from line 4	$ 0.00	$ 0.00
Not-In-Home Children	6	Below, list qualified children not living in the parent's home (if none, skip this Part):		

[redacted]

[redacted]

	7	Number of qualified children not living in the parent's home	# 0	# 1
	8	Average documented monetary support over last 12 months	[redacted]	
	9	Theoretical child support order (this parent's income on CS Schedule for number of children from line 7)	$ 0.00	$ 1,269.00
	10a	75% of theoretical child support order from line 9	$ 0.00	$ 951.75
	10b	Allowable credit for not-in-home children	$ 0.00	$ 500.00

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It is further **ORDERED** that the Complaint for Divorce is amended to include Wife's place of birth as Mexico and Husband's place of birth as Mexico;

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

It is further **ORDERED** that the Plaintiff/Husband shall pay the court costs in this cause in accordance with the Marital Dissolution Agreement for which execution may issue if necessary.

This the 1st day of September, 2021.

JUDGE PHILIP E. SMITH

APPROVED FOR ENTRY:

Matt Maniatis, BPR# 30241
Maniatis Law PLLC
211 Donelson Pike, Suite 204
Nashville, TN 37214
(615) 366-1211
matt@mmlawfirm.org
Counsel for Husband

CERTIFICATE OF SERVICE

I hereby certify on this the 1st of September 2021 that a true and correct copy of the foregoing Final Decree of Divorce has been forwarded via U.S. first-class mail, postage prepaid, to:

Kamie L. Hefner
Hefner & Hefner
116 Wilson Pike Circle, Suite 103A
Brentwood, TN 37024

Matt Maniatis