Karen Johnson Davidson County
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02/15/2022 11:24:15 AM 27 pgs
Fees: $137.00 Taxes: $0.00
20220215-0017417

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 08 day of FEBRUARY, 2022, in Docket Number 20D1779 between HOYOS, CARLOS ALBERTO, Plaintiff, and HOYOS, SABEITA RAMSING, 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 14 day of FEBRUARY in the year two thousand twenty-two and in the 245th year of American Independence.

RICHARD R. ROOKER, Clerk,

[SEAL]

By: _____
Deputy Clerk

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

CARLOS ALBERTO HOYOS	)	
	)	
Plaintiff/Husband,	)	
	)	
vs.	)	**Docket No. 20D-1779**
	)	
SABEITA RAMOS HOYOS,	)	
	)	
Defendant/Wife.	)	

FINAL DECREE OF DIVORCE

This cause came to be heard on the 8th day of February, 2022 upon the Complaint for Divorce filed by Carlos Hoyos, Husband, the parties' Marital Dissolution Agreement, signed by the Wife on June 18th 2021 and Husband, on July 9th 2021 and Permanent Parenting Plan, signed by Husband, Carlos Hoyos on July 9th 2021 and Wife, Sabeita Hoyos on June 18th 2021, and the entire record herein; from all of which the Court affirmatively finds that the allegations of the Complaint are sustained by the proof; that the Husband is granted a divorce on the grounds of irreconcilable differences; that the ninety-day (90) waiting period, as required by statute, has elapsed. The Court further affirmatively finds that the Marital Dissolution Agreement makes for the equitable settlement of any and all property rights between the parties. The Court further affirmatively finds that the Permanent Parenting Plan entered into provides for the support and maintenance of the parties' minor child and is in the child's best interest.

Therefore, it is **ORDERED, ADJUDGED and DECREED** that the Plaintiff, Carlos Hoyos is awarded an absolute divorce on the grounds of irreconcilable differences from the Defendant, Sabeita Hoyos, and the parties are restored to all of the rights and privileges of

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unmarried persons.

It is further **ORDERED, ADJUDGED and DECREED** that the Wife shall be restored to her Maiden name of Sabeita Ramsingh.

It is further **ORDERED, ADJUDGED and DECREED** that the Marital Dissolution Agreement and the Parenting Plan executed by the parties is approved by the Court, made an Order of the court, affixed to the Decree, and incorporated herein.

The Marital Dissolution Agreement and Parenting Plan previously mentioned are hereby affixed to this Order:

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IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CARLOS ALBERTO HOYOS,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**Docket No. 20D-1779**
	)	
SABEITA RAMSING HOYOS,	)	
	)	
Defendant,	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into on this the 9th day of July, 2021 by and between CARLOS HOYOS (hereinafter referred to as "Husband") and SABEITA HOYOS (hereinafter referred to as "Wife") subject to the following premises, terms and conditions:

WITNESSETH:

THAT WHEREAS the parties are man and wife and, as a consequence of certain irreconcilable differences that have arisen between the parties, a petition for absolute divorce has been filed, and whereas the parties are desirous of settling the disposition of their property and support rights subject to the approval of the Court;

THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the parties hereto agree, covenant and bind themselves as follows:

DIVORCE: The Husband shall proceed to trial and obtain a divorce on the groundsof irreconcilable differences. This Marital Dissolution Agreement shall be submitted to the Court for approval and, if approved, be made part of the Court's Final Decree of Divorce.

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VENUE AND SERVICE OF PROCESS: Each of the parties hereby acknowledges that a divorce action is pending under the above-style and docket number in the Circuit Court for Davidson County, Tennessee. The parties waive further service of process. Eachof the parties hereby submits his or her person and property to the jurisdiction of this Court. Further, the parties acknowledge that the Husband is represented by attorney Gere L. Beason and the Wife is represented by attorney Emily Pfeiffer.

CUSTODY/VISITATION/CHILD SUPPORT: The parties have entered into a Permanent Parenting Plan resolving all issues pertaining to the custody, support andmaintenance of the minor child which Plan is attached hereto and incorporated herein by reference.

REAL PROPERTY: The parties acknowledge that they own real property located at 207 Forest Valley Circle Nashville, Tennessee 37209. ("marital residence"). The parties agree that subject to the terms contained herein, the marital residence shall be awarded to Wife. In consideration for Husband relinquishing his marital interest in the property and its equity, Wife shall relinquish any and all claims to Husband's BMI pension account with Wells Fargo ending in 1839 but for twenty-seven thousand dollars ($27,000.00) as outlined below. Wife and Husband acknowledge that Husband's BMI pension does not have an overall defined sum however Husband would receive Two Thousand and One Hundred dollars ($2,100.00) per month for life as of February 19, 2021. Wife relinquishes any and all interest in the aforementioned Wells Fargo BMI Pension ending in 1839 even in the event that the amount per month increases or the plan changes to a lump sum payout.

Husband shall pay ten thousand ($10,000) dollars of the above twenty-seven thousand ($27,000.00) dollars within fifteen (15) days of both parties executing this Marital Dissolution Agreement. Husband shall have twelve (12) months from the date the Judge signs the final

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decree of divorce to pay to Wife the remaining seventeen thousand ($17,000) dollars.

AUTOMOBILES: The Wife is awarded the 2017 Nissan Versa automobile (VIN 3N1CE2CP0HL379294) free and clear of any claim of the Husband, and the Husband is divested of any right, title or interest therein and all interest shall vest solely in the Wife. The Wife shall be responsible for the indebtedness associated with said vehicle and shall indemnify and hold the Husband harmless thereon.

The Husband is awarded the 2016 Honda Civic automobile (VIN 19XFC2F5XGE058490) free and clear of any claim of the Wife, and the Wife is divested of any right, title or interest therein and all interest shall vest solely in the Husband. The Husband shall be responsible for any indebtedness associated with said vehicle and shall indemnify and hold the Wife harmless thereon.

The Husband is awarded the 1993 Ford F150 automobile (VIN 1FTCT15N5PKC02157) free and clear of any claim of the Wife, and the Wife is divested of any right, title or interest therein and all interest shall vest solely in the Husband. This vehicle is unencumbered.

Each of the parties shall execute any and all necessary documents to transfer the ownership of said vehicles including titles or other similar documents. Each of the parties shall be responsible for seeing that the vehicle awarded to him or her under the terms of this agreement is properly insured and shall indemnify and hold the other party harmless from any liability thereon.

HOUSEHOLD FURNITURE, FURNISHINGS AND APPLIANCES: The parties have previously divided all items of household furniture, furnishings and appliances and each of the parties is hereby awarded all items of household furniture, furnishings and appliancescurrently in his or her possession free and clear of any claim of the other party

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BANK ACCOUNTS: The Husband is awarded the Joint SunTrust Money Market Account ending in 1532 free and clear of any claim of the Wife, and the Wife is divested of any right, title or interest therein and all interest shall vest solely with Husband.

The Husband is awarded the Joint SunTrust Checking Account ending in 6843 free and clear of any claim of the Wife, and the Wife is divested of any right, title or interest therein and all interest shall vest solely with Husband.

The Wife is awarded her SunTrust Money Market Account ending in 4212 free and clear of any claim of the Husband, and the Husband is divested of any right, title or interest therein and all interest shall vest solely with Wife.

The Wife is awarded her SunTrust Checking Account ending in 3336 free and clear of any claim of the Husband, and the Husband is divested of any right, title or interest therein and all interest shall vest solely with Wife.

MAJOR MEDICAL INSURANCE: The Husband has complied with the notice provisions of T.C.A. §56-7-2366.

DEBTS AND OBLIGATIONS: The parties acknowledge there are no joint debts.

NOTICE: Pursuant to T.C.A. §36-4-134 this Marital Dissolution Agreement 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 Agreement 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.

RETIREMENT: The Wife is awarded her Vanguard IRA account ending in 6024 the amount of which is $54,735.06. The Wife is awarded this account ending in 6024 free and clear of any claim of the Husband, and the Husband is divested of any right, title or interest therein and all interest shall vest solely with the Wife.

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The Husband is awarded his Raymond James IRA account ending in 7528 the amount of which is $34,658.81. The Husband is awarded this account ending in 7528 free and clear of any claim of the Wife, and Wife is divested of any right, title or interest therein and all interest shall vest solely with the Husband.

The Husband has a Merrill Lynch 401K account ending in 1839 the amount of which is valued at $815,358.86 as of February 19, 2021. Because the financial market may increase or decrease the value of the aforementioned account, the parties have agreed that Wife shall receive one-half the value of this retirement account (fifty-percent 50%) based on the value it is worth the day the final decree is signed by this Honorable Court. A Qualified Domestic Relations Order (QDRO) is required to effectuate this transfer, and the parties shall equally pay the cost for an attorney (Jimmie Helton or an attorney of their mutual choosing) to draft the required documents immediately following the entry of the Final Decree.

Both Husband and Wife have military pensions from prior military service. Husband shall be awarded his Navy Military pension in full free and clear of any claim of Wife, and Wife is divested of any right, title, or interest therein and all interest shall vest solely with Husband.

Wife shall be awarded her military pension with the Tennessee Air National Guard (TNANG) via the United States Air Force, in full, free and clear of any claim of Husband, and Husband is divested of any right, title, or interest therein and all interest shall vest solely with Wife.

The parties have a joint Navy Federal Credit Union account ending in 8801 with a balance of $13,936.00. The parties agree that this Navy Federal Credit Union Account ending in 8801 shall be awarded to Husband free and clear of any claim of the Wife, and Wife is divested of any right, title or interest therein and all interest shall vest solely with the Husband. This

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Navy Federal Credit Union Money Market Account shall be used to pay for the junior year tuition for the parties' minor son.

The Husband is awarded his Oak Associates Funds IRA account ending in 5928 the amount of which is $1,734.56. The Husband is awarded this account ending in 5928 free and clear of any claim of the Wife, and Wife is divested of any right, title or interest therein and all interest shall vest solely with the Husband.

ALIMONY: The parties agree that Husband shall pay to Wife Alimony *in futuro* in the amount of Two-Thousand and Five Hundred Dollars ($2,500.00) per month for a period of forty-eight (48) months beginning on the day the final decree is entered by the court. Husband shall pay the alimony by the last day of each month.

ATTORNEYS FEES AND COURT COSTS: Each of the parties shall be responsible for paying his or her own attorney's fees, and the parties be equally responsible for the court costs in this cause for which execution may issue, if necessary.

FULL DISCLOSURE: Each of the parties acknowledges that they have madea full disclosure of all marital and separate assets and that there are no other marital assets not addressed under the terms of this Agreement, including but not limited to, retirement accounts, IRA accounts, investment accounts or bank accounts. In the event that one party discovers that the other has failed to disclose additional assets which are considered by a Court of competent jurisdiction to be marital property, then in that event, upon Petition of either party, said assets shall be divided equally between the parties.

REVOCATION OF BENEFICIARY DESIGNATION: Husband and Wife agree that, except as otherwise provided by the terms of this Agreement, all documents heretofore executed by either Husband or Wife which designate the other as a beneficiary shall

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be, and are hereby revoked. Such documents shall include, but are not limited to, powers of attorney, beneficiary designations under insurance policies, annuities, pension plans, retirement programs, 401(k) accounts, incentive and thrift plans, employee benefit programs, and all other such plans and accounts of any description whatsoever. It is the intent of Husband and Wife herein that neither party shall receive any proceeds as a beneficiary of the other party from and after the execution of this Agreement unless otherwise provided under the terms of this Agreement; or, unless a new beneficiary designation is executed after the execution of this Agreement, designating the other party as beneficiary.

RELEASE OF TORT CLAIMS: For and in consideration of the dispositionsof the parties' various properties, assets and liabilities as set forth herein, and in consideration ofthe execution of this Agreement by each of the parties, each party does hereby release, dischargeand forever waive any tort action or claim which he or she may have against the other party of any kind or of any nature whatsoever.

MISCELLANEOUS PROVISION

(A) Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability therefore, it is the intention of the parties that such obligation shall be deemed to be a support obligation under 11 U.S.C. 523(5) and shall not be dischargeable in bankruptcy as to the other party

(B) In the event a creditor of either party makes a claim against the other party, which is upheld by a Court of competent jurisdiction, to pay any debts 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

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shall be entitled to recover from the responsible party the amount of any payment he or she makes, including interest and expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

(C) In the event it becomes reasonably necessary for either party to institute legal proceedings to procure enforcement of any provisions of this Agreement, he or she will also be entitled to judgment for reasonable expenses, including attorney's fees, incurred in prosecuting said action.

(D) It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in The Circuit Court for Davidson County, Tennessee and submitted to the Court for ratification and incorporation into the Final Decree between the parties.

(E) It is understood and agreed 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 and claims which each may have or hereafter acquire under law of any jurisdiction with respect to the other's property, including without limitation, dower, curtsy, statutory allowance, homestead, descent or distribution, or right to act as administrator or executor 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 any property that either of them may acquire in the future.

(F) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs, and assigns.

(G) The parties acknowledge that there are no 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 full disclosure to each other of all assets in which they have any interest.

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

(I) This Agreement contains the entire understanding of the parties. There are no representations, warranties, or promises other than those expressly set forth herein.

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

(K) It is understood and agreed between the parties that, as a part of the consideration for the execution of this Agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

(L) This Agreement may be altered, amended, or canceled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

(M) The Husband and Wife acknowledge that, to the best of their knowledge, they have no outstanding indebtedness other than that specifically set out herein. However, in the event that any other indebtedness exists, whoever incurred such indebtedness shall be responsible for payment. Each party covenants with the other that, from the date of the divorce, neither will contract any indebtedness upon the credit of the other and that if either shall be compelled to pay future debt of the other, then the party of whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal services.

(N) 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 tax ramifications

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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.

BOTH PARTIES understand that this Agreement is subject to the approval of the Court in the event a divorce is granted to either party herein, and if approved by the Court shall be incorporated into the Final Decree of Divorce should the Court see fit to grant a divorce. Further this Agreement shall operate as a full and final settlement of any and all claims or demands arising out of the marital relationship now existing between the parties, which either party may now have or which might accrue to the other in the future. However, in the event that a divorce is not granted to either party or the parties reconcile, this Agreement shall be of no force and effect. If approved by the Court, the said Agreement is a full, final and complete settlement of all property and support rights as between the parties, and the same is entered into without any collusion between the parties, but solely of their own free will and accord.

CARLOS ALBERTO HOYOS

SABEITA RAMSING HOYOS

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STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the above County and State, the above-named **CARLOS ALBERTO HOYOS,** with whom I am personally acquainted or otherwise provided satisfactory identification and who executed the foregoing document for the above-described purposes on this the 1st day of July, 2021.

Notary Public

My Commission Expires: [illegible]

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the above County and State, the above-name **SABEITA RAMSING HOYOS,** with whom I am personally acquainted or otherwise provided satisfactory identification and who executed the foregoing document for the above-described purposes on this the 16th day of June, 2021.

Notary Public

My Commission Expires: 1/6/2025

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STATE OF TENNESSEE	COURT *(Must be completed)* THIRD CIRCUIT	COUNTY *(Must be completed)* DAVIDSON
PERMANENT PARENTING PLAN ORDER ☐ PROPOSED X AGREED ☐ ORDERED BY THE COURT		FILE No. 20D1779 *(Must be completed)* DIVISION _____
PLAINTIFF *(Name: First, Middle, Last)* CARLOS ALBERTO HOYOS Mother X Father		DEFENDANT *(Name: First, Middle, Last)* SABEITA RAMSING HOYOS X 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 X is a new plan.
modifies an existing Parenting Plan dated
modifies an existing Order dated _____.

Child's Name	Date of Birth
MILES HOYOS	10/14/2004

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent is both parents. The parties shall have JOINT CUSTODY by agreement.

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

Mother 182.5 days Father 182.5 days

B. DAY-TO-DAY SCHEDULE

The Mother X Father shall have responsibility for the care of the child or children except at the following times when the Father shall have responsibility:

From Sunday at 6:30 p.m. to Sunday at 6:30 p.m.

every week X every other week other: _____.

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The Mother shall have responsibility for the care of the child on the alternating week Father does not from Sunday at 6:30 p.m. to the following Sunday at 6:30 p.m.

This parenting schedule begins: April 15, 2021.

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	ODD	EVEN
Martin Luther King Day	ODD	EVEN
Presidents' Day	ODD	EVEN
Easter Day (unless otherwise coinciding with Spring Vacation)	ODD	EVEN
Passover Day (unless otherwise coinciding with Spring Vacation)	N/A	N/A
Mother's Day	EVERY	NONE
Memorial Day (if no school)	ODD	EVEN
Father's Day	NONE	EVERY
**July 4th	ODD	EVEN
Labor Day	ODD	EVEN
Thanksgiving Day & Friday	ODD	EVEN

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 July 4th shall begin at 9:00 a.m. on the 4th and end at 9:00 a.m. on July 5th.

D. FALL VACATION (*If applicable*)

The day to day schedule shall apply except as follows: The Mother shall have the minor child in odd numbered years for Fall Vacation, while the Father shall have the minor child in even numbered years for Fall Vacation.

E. WINTER (CHRISTMAS) VACATION

The Mother shall have the minor child for the first period of Christmas Vacation from December 17th at 6:00 p.m. until December 24th at 6:00 p.m., while the Father shall have the minor child from December 24th at 6:00 p.m. until December 31st at 6:00 p.m. in even numbered years. This schedule shall reverse in odd numbered years.

F. SPRING VACATION (*If applicable*)

The day-to-day schedule shall apply except as follows: The Mother shall have the minor child in even numbered years for Spring Vacation, while the Father shall have the minor child in odd numbered years for Spring Vacation.

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G. SUMMER VACATION

The day-to-day schedule shall apply except as follows: Each party shall have two (2) consecutive weeks of parenting time with the minor child.

Is written notice required? X Yes ☐ No. The Father shall notify the Mother as to the weeks he selects on or before April 1, and the Mother shall notify the Father as to the weeks she selects on or before April 15. The notifications shall be in writing. The weeks shall run Sunday at 6:00 pm to Sunday at 6:00 pm.

H. TRANSPORTATION ARRANGEMENTS

The place of meeting for the exchange of the child or children shall be: at the child's school. If the child is not in school the parenting exercising parenting time shall pick the child up from the other parent's residence.

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:

_____
_____
_____.

II. DECISION-MAKING

A. DAY-TO-DAY DECISIONS

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

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B. MAJOR DECISIONS

Major decisions regarding each child shall be made as follows:

Educational decisions	Mother	Father	X joint
Non-emergency health care	Mother	Father	X joint
Religious upbringing	Mother	Father	X joint
Extracurricular activities	Mother	Father	X joint

III. FINANCIAL SUPPORT

A. CHILD SUPPORT (EXAMPLE)*

Father's gross monthly income is $ 9,000.00
Mother's gross monthly income is $ 3,100.00

1. The final child support order is as follows:
   a. The ☐ Mother X Father shall pay to the other parent as regular child support the sum of $ 570.00 on the 1st day of each 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 $0.00 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 July 1, 2021 and shall be due on the 1st day of each month thereafter.

This support shall be paid:

X 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 _____ Bank for deposit in account no. _____.
☐ 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.htm or at your local child support offices.

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B. FEDERAL INCOME TAX EXEMPTION*

The X Mother ☐ Father is the parent receiving child support.

The Mother shall claim the following child in even years: Miles Hoyos

The Father shall claim the following child in odd years: Miles Hoyos

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

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

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

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

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

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

D. HEALTH AND DENTAL INSURANCE

Reasonable health insurance on the child or children will be:

☐ maintained by the Mother
X 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, including medical, dental, orthodontic, deductibles or co-payments, eyeglasses, contact lens, routine annual physicals, and prescription drugs will be equally paid by the parents. After insurance has paid its portion, the parent receiving the bill will send it to the other parent within ten (10) days. The other parent will pay his or her share within thirty (30) days of receipt of the bill.

If available through work, the ☐ Mother X 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

Both parties shall insure his/her own life in the minimum amount of $50,000.00 by whole life or term insurance. Until the child support obligation has been completed, each policy shall name the child/children as sole irrevocable primary beneficiary, with the other parent as trustee for the benefit of the child, to serve without bond or accounting.

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

The child is scheduled to reside with each parent an equal amount of time.
The Mother 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:

- X 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 Ξ written request ☐ certified mail ☐ other: _____.

In the dispute resolution process:

A. Preference shall be given to carrying out this Parenting Plan.
B. The parents shall use the process to resolve disputes relating to implementation of the Plan.
C. A written record shall be prepared of any agreement reached, and it shall be provided to each parent.
D. If the Court finds that a parent willfully failed to appear without good reason, the Court, upon motion, may award attorney fees and financial sanctions to the prevailing parent.

VI. RIGHTS OF PARENTS

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

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

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

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

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

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

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

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

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

(9) The right to access and participation in the child's education on the same bases that are provided to all parents including the right of access to the child during lunch and other school activities; provided, that the participation or access is legal

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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:

(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 the 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 X both parents ☐ Mother ☐ Father ☐ neither. Failure to attend the parent education class within 60 days of this order is punishable by contempt.

Under penalty of perjury, we declare that this plan has been proposed in good faith and is in the best interest of each minor child and that the statements herein and on the attached child support worksheets are true and correct. ***(A notary public is required if this is a proposed plan by one parent. A notary public is required if this is an agreed plan by both parents.)***

Mother — Date and Place Signed: 6/18/21 Law Office

Sworn to and subscribed before me this 18th day of June 20 21.

My commission expires: 1/6/2025

Notary Public

TREVOR CLARK STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

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Father

7/9/2021
Date and Place Signed

Sworn to and subscribed before me this 9th day of July, 2021.

My commission expires: 5/7/2024

Notary Public

STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

APPROVED FOR ENTRY:

Gere L. Beason
Attorney for Father
222 Second Avenue North, Suite 210
Address
Nashville, Tennessee 37201
Address
(615) 250-8000 BPR #028439
Phone and BPR Number

Emily Pfeiffer #036156
Attorney for Mother
500 Church Street, Ste. 210
Address
Nashville, TN 37219
Address
615-643-3976
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: Each party shall pay one-half (1/2) of any remaining court costs for which execution will issue if necessary.

It is so ORDERED this ~~the~~ 8th day of February, ~~2021~~ 2022.

Judge or Chancellor

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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	SPLIT
	Name of Mother or Parent 1:	SABEITA HOYOS	X		
	Name of Father or Parent 2:	CARLOS HOYOS		X	
	Name of non-parent Caretaker:				
	TCSES case #:				
	Docket #:	20D-1779			
	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
MILES HOYOS	10/14/2004	182.5	182.5	

Part II. Adjusted Gross Income

				Mother or Parent1 \ Column A	Father or Parent 2 \ Column B	Nonparent Caretaker \ Column C
	1	Monthly Gross Income		$ 3,100.00	$ 9,000.00	
	1a	Federal benefit for child		+	+	
Use Credit Worksheet to calculate line items 1d - 1e	1b	Self-employment tax paid		+	+	
	1c	Subtotal		3,100.00	9,000.00	
	1d	Credit for in-home children		- 0.00	- 0.00	
	1e	Credit for not-in-home children		- 0.00	- 0.00	
	2	Adjusted Gross Income (AGI)		$ 3,100.00	$ 9,000.00	
	2a	Combined Adjusted Gross Income	$12,100.00			
	3	Percentage Share of Income (PI)		26%	74%	
	3a	Means Tested Income only (Y/N)		N	N	

Part III. Parents' Share of BCSO

4	BCSO allotted to primary parent's household	$ 1292.00	$ 0.00	$ 0.00
4a	Share of BCSO owed to primary parent	$ 0.00	$ 956.08	
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	-335.92	
6b	Adjusted BCSO (92 or more days)	N/A	620.16	
7	Calculated BCSO	$ 0.00	$ 620.16	

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Child Support Worksheet

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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	$	$ 192.00	$
8b	Recurring uninsured medical expenses	$	$	$
8c	Work-related childcare	$	$	$
9	Total additional expenses	$ 0.00	$ 192.00	$ 0.00
10	Share of additional expenses owed	$ 49.92	$ 0.00	
11	Adjusted Support Obligation (ASO)	$ 49.92	$ 620.16	

Part V. Presumptive Child Support Order

		OBLIGATION	
12	Presumptive Child Support Order (PCSO)	$ 0.00	$ 570.00

* 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

14	Deviations (Specify):	$	$

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

15	Adjusted for Minimum Order (Y/N)	N	N
16	Final Child Support Order (FCSO)	$ 0.00	$ 570.00
17	FCSO adjusted for Federal benefit, Line 1a, Obligor's column.	$ 0.00	$ 570.00

Comments, Calculations, or Rebuttals to Schedule

Preparer's Use Only

Name: Gere L Besson Date: 6/9/2021

Title: Attorney for Husband ~~(draft only)~~ DSC

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It is further **ORDERED, ADJUDGED and DECREED** that the parties shall equally split any unpaid litigation tax and costs of this cause, for which execution may issue if necessary.

All parties are hereby put on notice with this final decree that: It is acknowledged that pursuant to TCA 36-4-134 that neither the Marital Dissolution Agreement nor anything in this matter 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 the Decree for an account, any debt associated with an account or any debt. Further it may be in a party's best interest to cancel, close, or freeze any jointly held accounts.

Phillip Robinson, Judge

APPROVED FOR ENTRY:

s/Gere L. Beason 2/8/22

Gere L. Beason, BPR 028439
Attorney for Husband
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(615) 242-5918 – Fax
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Erica Davis w/ permission #28434 2/7/22

Erica Davis BPR 037883
Attorney for Wife
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CERTIFICATE OF SERVICE

I do hereby certify that I have served a true and exact copy of the foregoing document has been hand delivered on this 8th day of February, 2022, to the following:

Erica Davis BPR 037883
Attorney for Wife
Two American Center
3102 West End Avenue, Suite 400
Nashville, Tennessee 37203

s/Gere L. Beason
Gere L. Beason