Karen Johnson Davidson County
Batch# 873866 DEEDDIV
06/17/2022 03:15:58 PM 20 pgs
Fees: $102.00 Taxes: $0.00
20220617-0069904

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 13 day of APRIL, 2022, in Docket Number 21D1767 between MUNOZ, FRANCES MARIE, Plaintiff, and MUNOZ, ARTHUR ERNEST, Defendant, as same remains of record in the Minutes of said Court.

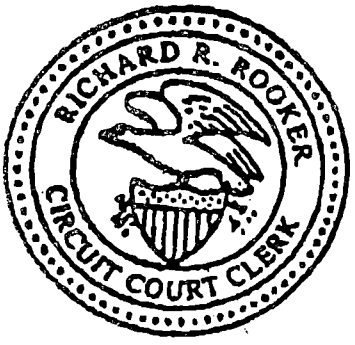
IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 17 day of JUNE in the year two thousand twenty-two and in the 245th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____

Deputy Clerk

[SEAL]



EFILED 04/13/22 12:29 PM CASE NO. 21D1767 Richard R. Rooker, Clerk

Fourth Circuit Court Davidson County, Tennessee	**FINAL DECREE OF DIVORCE** **(WITH MARITAL DISSOLUTION AGREEMENT)**	**Case Number** 21D1767
Frances Marie Muñoz **Plaintiff(s)**	vs. Arthur Ernest Muñoz **Defendant(s)**	

This case was heard on April 13, 2022 [*date*]. The Court finds that the parties have made adequate and sufficient provision in a Marital Dissolution Agreement for the equitable division of all property and debts between them. It is attached and incorporated as part of this Decree. On the basis of the Complaint, the Marital Dissolution Agreement, and the entire record, the Court finds good cause to enter this Final Decree.

Therefore, it is **ORDERED, ADJUDGED AND DECREED** that:

DISSOLUTION OF THE MARRIAGE

The marriage of the parties is dissolved because of irreconcilable differences.

NOTICE

This Final Decree does not necessarily affect the ability of a creditor from proceeding against either party or their property, even though one party may no longer be responsible under this decree for an account or debt. It may be in either party's best interest to cancel, close, or freeze any jointly held accounts.

CHILD OR CHILDREN

Select one of the following:

- ☐ There is no child under age 18 or disabled and dependent on the parties.
- ☒ The Court has jurisdiction over each child under age 18 or disabled and dependent on the parties. The Court finds that the parties have made adequate and sufficient provision by a Permanent Parenting Plan for the custody and maintenance of each child. It is attached and incorporated as part of this Decree. Child support provisions are found in Section 3 of the Plan.

Enforcement of Child Support Obligations by the State of Tennessee

- ☒ Neither parent is receiving assistance from the State of Tennessee on behalf of a child. Title IV-D of the Social Security Act does not apply.
- ☐ A parent is receiving assistance from the State of Tennessee on behalf of a child. Title IV-D of the Social Security Act does apply. A Title IV-D Information Sheet is attached and made a part of this Decree.

EFILED 04/13/22 12:29 PM CASE NO. 21D1767 Richard R. Rooker, Clerk

Fourth Circuit Court Davidson County, Tennessee	**MARITAL DISSOLUTION AGREEMENT**	**Case Number** 21D-1767
Frances Marie Munoz **Plaintiff**	vs. Arthur Ernest Munoz **Defendant**	

THIS AGREEMENT IS BETWEEN Frances Marie Munoz [*wife*] whose mailing address is 697 Windsor Green Blvd Goodlettsville, TN 37072 and Arthur Ernest Munoz [*husband*] whose mailing address is 729 Willow Trace Dr Whites Creek, TN 37189.

The parties desire to enter into an agreement concerning their rights and obligations arising out of their marriage so that it may be dissolved without a contest. There are irreconcilable differences between them.

Each party is aware that a Complaint for Divorce is either pending in or will be filed in the court and county shown above.

The parties agree by signing this Agreement that they waive service of legal process upon each other. They will submit this Agreement to a court no later than 180 days after the date the last party signs it. They acknowledge that the filing of an Answer to a Complaint for Divorce will not be required.

This Agreement may be included by either party as a part of a Final Decree of Divorce. Each party has read it in its entirety, agrees that it is fair, and has voluntarily signed it. Husband and wife also agree to sign any further documents that may reasonably be necessary to carry out its intent.

CHILD OR CHILDREN

Select one of the following:

☐ There is no child under age 18 or disabled and dependent on the parties.

☒ The Court has jurisdiction over each child under age 18 or disabled and dependent on the parties. The parties have entered into a Permanent Parenting Plan. It is attached and incorporated as part of this Marital Dissolution Agreement.

REAL ESTATE

Select one of the following:

☐ The parties have no real estate that they own individually or jointly.

EFILED 03/31/22 11:48 AM CASE NO. 21D1767 Richard R. Rooker, Clerk

EFILED 04/13/22 12:29 PM CASE NO. 21D1767 Richard R. Rooker, Clerk

☒ The following real estate is owned by one or both of the parties, is located at 729 Willow Trace Dr [*address*] in Whites Creek, TN 37189 [*city, state, and zip*]. It is more specifically described in Deed Book _____, Page _____ of the Office of the Register of Deeds in Davidson County, TN [*state*] as follows: [*Attach separate sheet if necessary.*]

Upon entry of the Final Decree, the real estate shall be vested solely in the ☐ wife ☒ husband, and the other spouse will thereby be divested of all right, title and interest in it. They are satisfied that a fair division has been made of it.

For additional Real Estate see attached Exhibit A

PERSONAL PROPERTY AWARDED TO THE HUSBAND

Select one of the following:

☐ The parties have divided the personal property they own individually or jointly. The husband is satisfied that a fair division has been made of it.

☒ The husband is awarded as his personal property these assets: [*Add additional pages if needed.*]

Vehicle: 2007 [*year*] Nissan [*make*] Xterra [*model*] 5n1an08w88c529393 [*VIN*]

Other: _____

He shall receive the above listed items, if not already in his possession, by _____ [*date*].

PERSONAL PROPERTY AWARDED TO THE WIFE

Select one of the following:

☐ The parties have divided the personal property they own individually or jointly. The wife is satisfied that a fair division has been made of it.

☒ The wife is awarded as her personal property these assets: [*Add additional pages if needed.*]

Vehicle: 2005 [*year*] Chevrolet [*make*] Colbalt [*model*] 1g1ak55f477310557 [*VIN*]

Other: _____

She shall receive the above listed items, if not already in her possession, by _____ [*date*].

EFILED 03/31/22 11:48 AM CASE NO. 21D1767 Richard R. Rooker, Clerk

EFILED 04/13/22 12:29 PM CASE NO. 21D1767 Richard R. Rooker, Clerk

DEBTS TO BE PAID BY THE HUSBAND

The husband shall pay the debts set forth set forth below: [*Add additional pages if necessary.*]

Mortgage with Rocket Mortgage acct. 3470413769
Car loan with Car Max acct. 31697806

He shall also pay all debts incurred by him since the date of separation.

DEBTS TO BE PAID BY THE WIFE

The wife shall pay the debts set forth set forth below: [*Add additional pages if necessary.*]

n/a-none

She shall also pay all debts incurred by her since the date of separation.

HOLD HARMLESS PROVISION

Each party shall hold the other party harmless from any collection action relating to debts set forth above, including reasonable attorney's fees and costs incurred in defending against any attempts to collect an obligation of the other party.

ALIMONY

Select one of the following:

☒ Neither spouse shall pay alimony to the other.

☐ Other: _____.

PENSION PLAN OR ACCOUNT

Select one of the following:

☐ Neither spouse has an interest in a pension or other plan or account that is qualified under the Internal Revenue Code.

☐ Each spouse shall retain whatever interest he or she has in a pension or other plan or account that is qualified under the Internal Revenue Code.

☒ Qualified Domestic Relations Order(s) will be submitted to the Court at a later time reflecting the following division of assets: $3,444.39. The wife will be awarded said amount from the Husbands 401K with Prudential.

CHANGE OF NAME

The Final Decree of Divorce will contain provisions concerning any change of name.

OTHER CLAIMS

EFILED 03/31/22 11:48 AM CASE NO. 21D1767 Richard R. Rooker, Clerk

EFILED 04/13/22 12:29 PM CASE NO. 21D1767 Richard R. Rooker, Clerk

OTHER CLAIMS

The parties waive any tort or other claims that they may have against each other. Any prenuptial, postnuptial, separation or other agreement between the parties is superseded entirely by this Agreement.

ATTORNEYS

Each party shall pay the fees and expenses of an attorney employed by him or her. If a party is not represented by an attorney, he or she acknowledges the right to be represented by one prior to the signing of this Agreement and at any time before the Final Decree of Divorce is entered. Each party further acknowledges he or she is not relying on the advice of the other's attorney.

MODIFICATION

Modification of this Agreement may only be made in writing and must be notarized.

SIGNATURE AND VERIFICATION BY WIFE

Wife

STATE OF TENNESSEE
COUNTY OF Davidson

Sworn to and subscribed before me by the wife this 31st day of March, 2022.

My commission expires: 09-02-2024

Notary Public

CHRISTENAH A. HAEFNER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

SIGNATURE AND VERIFICATION BY HUSBAND

Husband

STATE OF TENNESSEE
COUNTY OF Davidson

Sworn to and subscribed before me by the wife this 31st day of March, 2022.

My commission expires: 09-02-2024

Notary Public

CHRISTENAH A. HAEFNER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

EFILED 03/31/22 11:48 AM CASE NO. 21D1767 Richard R. Rooker, Clerk

EFILED 04/13/22 12:29 PM CASE NO. 21D1767 Richard R. Rooker, Clerk

Exhibit A Additional Real Estate

☒ The following real estate is owned by one or both of the parties, is located at 3571 Split Lake Dr [*address*] in Nunnelly, TN 37137 [*city, state, and zip*]. It is more specifically described in Deed Book _____, Page _____ of the Office of the Register of Deeds in Hickman County, TN [*state*] as follows: [*Attach separate sheet if necessary.*]

Hidden Valley Property Map 034F, Group H Parcel 027.00, Lot 42, Block 63, Plat 23 Hidden Valley Lakes

Upon entry of the Final Decree, the real estate shall be vested solely in the ☒ wife ☐ husband, and the other spouse will thereby be divested of all right, title and interest in it. They are satisfied that a fair division has been made of it.

EFILED 03/31/22 11:48 AM CASE NO. 21D1767 Richard R. Rooker, Clerk

EFILED 04/13/22 12:29 PM CASE NO. 21D1767 Richard R. Rooker, Clerk

STATE OF TENNESSEE	COURT *(Must be completed)* FOURTH CIRCUIT	COUNTY *(Must be completed)* DAVIDSON
PERMANENT PARENTING PLAN ORDER ☐ PROPOSED ☒ AGREED ☐ ORDERED BY THE COURT		FILE No. 21D-1767 *(Must be completed)* DIVISION _____
PLAINTIFF *(Name: First, Middle, Last)* FRANCES MARIE MUNOZ ☒ Mother ☐ Father		DEFENDANT *(Name: First, Middle, Last)* ARTHUR ERNEST MUNOZ ☐ 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
ARTHUR RUBEN MUNOZ	11/15/2007

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

☒ Joint Primary Residential Parents (only if by agreement)
Child must reside an equal amount of time with both parents.

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

Mother 182.5 days Father 182.5 days

EFILED 03/31/22 11:48 AM CASE NO. 21D1767 Richard R. Rooker, Clerk

EFILED 04/13/22 12:29 PM CASE NO. 21D1767 Richard R. Rooker, Clerk

B. DAY-TO-DAY SCHEDULE

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

From Sunday at 12:00 noon for a two week period, until the second Sunday following the first day of exchange until 12:00 noon, beginning Sunday, April 3, 2022.

□ every week □ every other week Ξ other: the parents rotate the parenting time set forth above every two weeks.

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

□ every week □ every other week Ξ other: at such times as the parties may agree.

This parenting schedule begins Ξ Sunday, April 3, 2022.
Day and Time

C. HOLIDAY SCHEDULE AND OTHER SCHOOL FREE DAYS

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

	MOTHER	FATHER
New Year's Day	EVEN	ODD
Martin Luther King Day	ODD	EVEN
Presidents' Day	EVEN	ODD
Easter Day (unless otherwise coinciding with Spring Vacation)	EVEN	ODD
Mother's Day	EVERY	
Memorial Day (if no school)	ODD	EVEN
Father's Day		EVERY
July 4th	ODD	EVEN
Labor Day	EVEN	ODD
Halloween	EVEN	ODD
Thanksgiving Day	ODD	EVEN
Children's Birthdays	EVERY	EVERY
Mother's Birthday	EVERY (3/25)	
Father's Birthday		EVERY (12/26)

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_____.

Parenting time for each parties' birthday, Mother's Day and Father's Day shall commence at 6:00 a.m. on their birthday and conclude at 10:00 p.m. on the same day.

The parties will celebrate the child's birthday together on the child's birthday at a time and place mutually agreeable to the parties.

MLK Day, President's Day, Easter, Memorial Day and Labor Day holidays shall all commence at 5:00 p.m. on the Friday before the holiday and conclude at 8:00 a.m. the day after the holiday.

Parenting time for Halloween shall commence at 3:00 p.m. on Halloween and conclude

EFILED 03/31/22 11:48 AM CASE NO. 21D1767 Richard R. Rooker, Clerk

EFILED 04/13/22 12:29 PM CASE NO. 21D1767 Richard R. Rooker, Clerk

at 10:00 p.m. on the same day.

Parenting time for 4th of July shall commence at 3:00 p.m. and conclude at 10:00 p.m. on the same day.

Thanksgiving Holiday shall commence at 3:00 p.m. on the Wednesday before Thanksgiving and conclude on the following Sunday at 12:00 noon.

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

D. FALL VACATION (*If applicable*)

The day to day schedule shall apply except as follows: Same as Day-to-Day beginning Fall Vacation 2022.

E. WINTER (CHRISTMAS) VACATION

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

Other agreement of the parents: The Mother shall have Winter Vacation in Even years commencing on December 23rd at 3:00 p.m. and concluding on December 26th at 6:00 a.m. The Father shall have said schedule in Odd years.

F. SPRING VACATION (*If applicable*)

The day-to-day schedule shall apply except as follows: Same as Day-to-Day beginning Spring Vacation 2023.

G. SUMMER VACATION

The day-to-day schedule shall apply except as follows: Same as Day-to-Day beginning Summer Vacation 2022.

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

H. TRANSPORTATION ARRANGEMENTS

The place of meeting for the exchange of the child or children shall be: Unless otherwise agreed by the parties, the receiving parent shall pick up the minor child from the other's 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.

EFILED 03/31/22 11:48 AM CASE NO. 21D1767 Richard R. Rooker, Clerk

EFILED 04/13/22 12:29 PM CASE NO. 21D1767 Richard R. Rooker, Clerk

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:

Neither parent shall conceal the child's whereabouts from the other parent nor remove the child from Tennessee for more than 14 days without prior written consent of the other parent.

The child shall not be relocated by either parent from Davidson County, Tennessee, unless prior written consent of the other parent is given or a Court has ordered the same.

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

III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Father's gross monthly income is $ 4,416.67
Mother's gross monthly income is $ 3,645.17

1. The final child support order is as follows:
   a. The ☐ mother Ξ father shall pay to the other parent as regular child support the sum of $ 0.00 ☐ weekly Ξ monthly ☐ twice per month ☐ every two weeks. **The Child Support Worksheet shall be attached to this Order as an Exhibit.***

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

EFILED 03/31/22 11:48 AM CASE NO. 21D1767 Richard R. Rooker, Clerk

EFILED 04/13/22 12:29 PM CASE NO. 21D1767 Richard R. Rooker, Clerk

The reason for the deviation: The amount ordered under the child support guidelines is $73.00 per month. The parties agree that this is a nominal amount and that the parties equally divide parenting time all of the expenses associated with the minor child and such nominal amount does not adversely affect the ability of the Mother to fully provide for the child.

The presumptive amount of the child support (without the deviation): $73.00 per month

How is the application of the Guidelines unjust or inappropriate?
The amount ordered under the child support guidelines is $73.00 per month. The parties agree that this is a nominal amount and that the parties equally divide parenting time all of the expenses associated with the minor child and such nominal amount does not adversely affect the ability of the Mother to fully provide for the child.

How is the best interest of the child served?
The parties are equally well-positioned to fully support and care for the minor child and have done so since their separation and continue to do so. This allows for the best interest of the minor child to be served as the parties agree to continue to equally divide the expenses for the minor child.

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

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 N/A which shall be paid (including pre/post judgment interest) at the rate of $ N/A per ☐ week ☐ month ☐ twice per month ☐ every two weeks until the judgment is paid in full.

3. Payments shall begin on **N/A.**

This support shall be paid: **N/A**

☐ 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.html or at your local child support offices.

EFILED 03/31/22 11:48 AM CASE NO. 21D1767 Richard R. Rooker, Clerk

EFILED 04/13/22 12:29 PM CASE NO. 21D1767 Richard R. Rooker, Clerk

B. FEDERAL INCOME TAX EXEMPTION*

Neither parent is receiving child support.

The Mother shall claim the following children: Arthur Ruben Munoz in odd tax years.

The Father shall claim the following children: Arthur Ruben Munoz in even tax years.

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
☒ maintained by the father
☐ maintained by both

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

Uncovered reasonable and necessary medical expenses, which may include but is not limited to, deductibles or co-payments, eyeglasses, contact lens, routine annual physicals, and counseling will be paid by ☐ mother ☐ father ☒ equally. 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.

* 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.

FMM

EFILED 03/31/22 11:48 AM CASE NO. 21D1767 Richard R. Rooker, Clerk

EFILED 04/13/22 12:29 PM CASE NO. 21D1767 Richard R. Rooker, Clerk

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

E. LIFE INSURANCE

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

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

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

V. DISAGREEMENTS OR MODIFICATION OF PLAN

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

- ☒ Mediation by a neutral party chosen by the parents or the Court.
- ☐ Arbitration by a neutral party selected by parents or the Court.
- ☐ The Court DUE TO ORDER OF PROTECTION OR RESTRICTIONS.

The costs of this process may be determined by the alternative dispute process or may be assessed by the Court based upon the incomes of the parents. It must be commenced by notifying the other parent and the Court by ☐ written request ☐ certified mail ☐ other: _____

In the dispute resolution process:

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

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

EFILED 03/31/22 11:48 AM CASE NO. 21D1767 Richard R. Rooker, Clerk

EFILED 04/13/22 12:29 PM CASE NO. 21D1767 Richard R. Rooker, Clerk

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

(2) The right to send mail to the child which the other parent shall not destroy, deface, open or censor. The parent exercising parenting time shall deliver all letters, packages and other material sent to the child by the other parent as soon as received and shall not interfere with their delivery in any way, unless otherwise provided by law or court order;

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

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

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

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

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

(8) The right to receive from the other parent, in the event the other parent leaves the state with the minor child or children for more than forty-eight (48) hours, an itinerary which shall include the planned dates of departure and return, the

EFILED 03/31/22 11:48 AM CASE NO. 21D1767 Richard R. Rooker, Clerk

EFILED 04/13/22 12:29 PM CASE NO. 21D1767 Richard R. Rooker, Clerk

intended destinations and mode of travel and telephone numbers. The parent traveling with the child or children shall provide this information to the other parent so as to give that parent reasonable notice; and

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

VII. NOTICE REGARDING PARENTAL RELOCATION

The Tennessee statute (T.C.A. § 36-6-108) which governs the notice to be given in connection with the relocation of a parent reads in pertinent part as follows:

(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.

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

(c) (1) If a petition in opposition to relocation is filed, the court shall determine whether relocation is in the best interest of the minor child.

VIII. PARENT EDUCATION CLASS

This requirement has been fulfilled by ☒ both parents ☐ mother ☐ father ☐ neither.
Failure to attend the parent education class within 60 days of this order is punishable by contempt.

EFILED 03/31/22 11:48 AM CASE NO. 21D1767 Richard R. Rooker, Clerk

EFILED 04/13/22 12:29 PM CASE NO. 21D1767 Richard R. Rooker, Clerk

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

03-31-2022 Nashville, Tennessee
Date and Place Signed

Sworn to and subscribed before me this 31st day of March, 2022.

My commission expires: 09-02-2024

Notary Public

CHRISTENAH A. HAEFNER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

Father

03-31-2022 Nashville, Tennessee
Date and Place Signed

Sworn to and subscribed before me this 31st day of March, 2022.

My commission expires: 09-02-2024

Notary Public

CHRISTENAH A. HAEFNER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

COURT COSTS (If applicable)

Court costs, if any, are taxed as follows: As per the attached Final Decree of Divorce.

It is so ORDERED this the 13th day of April, 2022.

The Honorable Philip E. Smith, Judge

EFILED 03/31/22 11:48 AM CASE NO. 21D1767 Richard R. Rooker, Clerk

EFILED 04/13/22 12:29 PM CASE NO. 21D1767 Richard R. Rooker, Clerk

Effective as of 10/01/2021

State of Tennessee - Department of Human Services
Child Support Worksheet

3/31/2022 - 10:58 AM

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:	Frances Marie Munoz	X		
Name of Father or Parent 2:	Arthur Ernest Munoz		X	
Name of non-parent Caretaker:				

TCSES case #:

Docket #: 21D-1767

Court name: Fourth Circuit Court, Davidson County, TN

Name of Child(ren)	Date of Birth	Days with Mother or Parent 1	Days with Father or Parent 2	Days with Caretaker
Arthur Ernest Munoz	[redacted]	182.5	182.5	0

Part II. Adjusted Gross Income

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

			Mother or Parent1 \ Column A	Father or Parent 2 \ Column B	Nonparent Caretaker \ Column C
1		Monthly Gross Income	$ 3,645.17	$ 4,416.67	
	1a	Federal benefit for child			
	1b	Self-employment tax paid			
	1c	Subtotal	3,645.17	4,416.67	
	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)	$ 3,645.17	$ 4,416.67	
2a		Combined Adjusted Gross Income	$8,061.84		
3		Percentage Share of Income (PI)	45%	55%	
3a		Means Tested Income only (Y/N)	N	N	

Part III. Parents' Share of BCSO

4		BCSO allotted to primary parent's household	$ 995.00	$ 0.00	$ 0.00
4a		Share of BCSO owed to primary parent	$ 0.00	$ 547.25	
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	-447.75	
6b		Adjusted BCSO (92 or more days)	N/A	99.50	
7		Calculated BCSO	$ 0.00	$ 99.50	

EFILED 03/31/22 11:48 AM CASE NO. 21D1767 Richard R. Rooker, Clerk

EFILED 04/13/22 12:29 PM CASE NO. 21D1767 Richard R. Rooker, Clerk

Effective as of 10/01/2021 | State of Tennessee - Department of Human Services | 3/31/2022 - 10:58 AM

Child Support Worksheet

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	$	$ 60.00	$
8b	Recurring uninsured medical expenses	$	$	$
8c	Work-related childcare	$	$	$
9	Total additional expenses	$ 0.00	$ 60.00	$ 0.00
10	Share of additional expenses owed	$ 27.00	$ 0.00	
11	Adjusted Support Obligation (ASO)	$ 27.00	$ 99.50	

Part V. Presumptive Child Support Order

		OBLIGATION	
12	Presumptive Child Support Order (PCSO)	$ 0.00	$ 73.00

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

Current Order Flat %? N (N / Y)

Modification of Current Child Support Order

13a	Current child support order amount for the obligor parent	$	$
13b	Amount required for significant variance to exist	$ 0.00	$ 0.00
13c	Actual variance between current and presumptive child support orders	$ 0.00	$ 0.00

Part VI. Deviations and FCSO

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

14	Deviations (Specify): See Attached Parenting Plan	$	$ -73.00
15	Adjusted for Minimum Order (Y/N)	N	N
16	Final Child Support Order (FCSO)	$ 0.00	$ 0.00
17	FCSO adjusted for Federal benefit, Line 1a, Obligor's column.	$ 0.00	$ 0.00

Comments, Calculations, or Rebuttals to Schedule

Preparer's Use Only

Name: Stephanie J. Williams Date: 3/31/2022

Title: Special Master, Fourth Circuit Court, Davidson County, TN

EFILED 03/31/22 11:48 AM CASE NO. 21D1767 Richard R. Rooker, Clerk

EFILED 04/13/22 12:29 PM CASE NO. 21D1767 Richard R. Rooker, Clerk

Payment of Child Support that is in Arrears

☐ Payment of child support is current.

☐ Child support in the amount of $_____ is in arrears, and judgment is entered for that amount.

CHANGE OF NAME

Select one of the following:

☐ No change of name is made by these proceedings.

☒ The name of Frances M. Muñoz shall be changed to Frances Marie Herrera.

FEES AND COSTS

Attorney fees shall be paid by the party who incurred them. Court costs shall be paid by ☐ the husband ☐ the wife ☒ both parties equally.

Enter: April 13, 2022

Judge or Chancellor

Presented by:

Plaintiff's Signature

697 Windsor Green Blvd
Mailing Address

Goodlettsville, TN 37072
City, State, and Zip

615-393-3719
Telephone No.

fmuno2308@gmail.com
Email Address

Approved by:

Defendant's Signature

729 Willow Trace Dr
Mailing Address

White Creek, TN 37189
City, State, and Zip

615-202-8053
Telephone No.

a.muno2308@gmail.com
Email Address

Attachments:

☐ Marital Dissolution Agreement
☐ Permanent Parenting Plan
☐ Order of Wage Assignment
☐ Title IV-D Information
☐ Qualified Domestic Relations Order(s)
☐ Other: _____

CERTIFICATE OF SERVICE

I, Frances Muñoz, certify that I will [Mail OR Hand Deliver] a copy of this Final Decree of Divorce to the defendant at the address listed above on 13 day of April 2022.