# STATE OF TENNESSEE

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Karen Johnson Davidson County
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***KATHERINE JOHNSON BENCHOFF***
[Plaintiff(s)]

**vs.** **Docket No:** ***22D1286***

***AARON SHANTI ROYER BENCHOFF***
[Defendant(s)]

***I, JOSEPH P. DAY, 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 document heretofore entered in the above styled case on February 21, 2023 in the Third Circuit Court for Davidson County, Tennessee, 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, on February 27, 2023.***

JOSEPH P. DAY CIRCUIT COURT CLERK

***JOSEPH P. DAY, Clerk,***

***By:*** _____
***Deputy Clerk***

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

| | | |
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| **KATHERINE JOHNSON BENCHOFF,** | ) | |
| | ) | |
| **Plaintiff/Wife,** | ) | |
| | ) | |
| **vs.** | ) | |
| | ) | **Docket Number: 22D1286** |
| | ) | |
| **AARON SHANTI ROYER BENCHOFF,** | ) | |
| | ) | |
| **Defendant/Husband.** | ) | |
| | ) | |

## FINAL DECREE OF DIVORCE

This matter came to be heard on February 21, 2023, before the Honorable Judge Phillip Robinson, of the Third Circuit Court for Davidson County, Tennessee, upon the Complaint for Divorce filed by PLAINTIFF/WIFE **KATHERINE JOHNSON BENCHOFF.** The Honorable Court finds, based upon the Complaint for Divorce filed by PLAINTIFF/WIFE **KATHERINE JOHNSON BENCHOFF**, and the subsequent agreement of the Parties to allow the PLAINTIFF/WIFE **KATHERINE JOHNSON BENCHOFF** to obtain a divorce from DEFENDANT/HUSBAND **AARON SHANTI ROYER BENCHOFF** on the grounds of irreconcilable differences, the expiration of the ninety (90) day statutory waiting period, the filing of the Parties' completion of the state-mandated parenting seminar, the Parties' compliance with TENNESSEE CODE ANNOTATED § 56-7-2366 by providing the requisite notice regarding insurance coverage, submission to the Honorable Court of a written Marital Dissolution Agreement and Permanent Parenting Plan with attached Child Support Worksheet, executed by both of said Parties, and

review of the entire record in this cause, that said Parties have suffered irreconcilable differences pursuant to TENNESSEE CODE ANNOTATED § 36-4-101(a)(14) and that **KATHERINE JOHNSON BENCHOFF** is entitled to a divorce on said grounds.

The Honorable Court also finds that pursuant to TENNESSEE CODE ANNOTATED § 36-4-134, said Parties are hereby notified that neither their Marital Dissolution Agreement nor this Final Decree of Divorce necessarily affects the ability of a creditor to proceed against either of them or their respective property, even though they may not be responsible under the terms of the Marital Dissolution Agreement or this Final Decree of Divorce for a particular account, any debt associated with a particular account or any debt(s); further it may be in the parties' best interest to cancel, close, or freeze any jointly held account(s).

It is therefore **ORDERED, ADJUDGED, and DECREED** by the Honorable Court that the bonds of matrimony heretofore subsisting between said Parties be, and the same are, hereby forever and perpetually dissolved, and PLAINTIFF/WIFE **KATHERINE JOHNSON BENCHOFF** is granted an Absolute Divorce from DEFENDANT/HUSBAND **AARON SHANTI ROYER BENCHOFF** on the grounds of irreconcilable differences and restored to all the rights and privileges of an unmarried person.

It is further **ORDERED, ADJUDGED, and DECREED** by the Honorable Court, and the Honorable Court affirmatively finds, that the Marital Dissolution Agreement heretofore signed by said Parties and submitted to the Honorable Court does make equitable and sufficient provision for the division of said Parties' separate and marital

property, both real and personal, as well as said Parties' liabilities; and, the Permanent Parenting Plan with attached Child Support Worksheet, signed by said Parties and submitted to the Honorable Court, provides for the care, maintenance, and support of said Parties' two (2) minor children; and, the Honorable Court approves the Marital Dissolution Agreement and Permanent Parenting Plan with attached Child Support Worksheet and incorporates the same herein verbatim as an order of the Court as follows:

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

| | |
|---|---|
| **KATHERINE JOHNSON BENCHOFF,** | |
| **Plaintiff/Wife,** | |
| **v.** | **No.22D-1286** |
| **AARON SHANTI ROYER BENCHOFF,** | |
| **Defendant/Husband.** | |

**MARITAL DISSOLUTION AGREEMENT**

THIS AGREEMENT is entered into by and between Katherine Johnson Benchoff (hereinafter referred to as "Wife") and Aaron Shanti Royer Benchoff (hereinafter referred to as "Husband"), subject to the following premises, terms and conditions:

**WITNESSETH:**

WHEREAS, the parties have experienced marital difficulties in the past, with the result that Wife filed a Complaint for Divorce against Husband on August 24, 2022 same being Civil Action No. 22D-1286 in the Third Circuit Court for Davidson County, Tennessee; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to settle amicably their differences with respect to all property rights, support obligations, and obligations for payment of debts, and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effected with respect to all of their property and other matters of concern.

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

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1. **DIVORCE**. Wife shall obtain a divorce against Husband on the grounds of irreconcilable differences. This Agreement shall be presented to the Court for approval and incorporation into the Final Decree.

2. **SERVICE OF PROCESS**. The Husband herein waives service of process and the filing of an Answer in this cause. This waiver shall be valid for 180 days from the date the last party signs this Agreement. Pursuant to T.C.A. §36-4-103, Husband acknowledges that the signing of this Agreement shall be in lieu of service of process for the period such waiver is valid and shall constitute a general appearance before the Court and answer which shall give the Court personal jurisdiction over the parties and constitute a default judgment for the purpose of granting a divorce on the ground of irreconcilable differences.

3. **CHILDREN**. The parties are the parents of two children. The parties have entered into a Permanent Parenting Plan which provides for their two children's care, maintenance, and support. Said Permanent Parenting Plan is incorporated by reference herein.

4. **REAL ESTATE. 1112 Belvidere Drive, Unit B, Nashville, Tennessee**. The parties jointly own real property situated at 1112 Belvidere Drive, Unit B, Nashville, Davidson County, Tennessee (""the marital residence" or "the real property") as further described below:

> Land in Davidson County, Tennessee, being Lot 17 of Block No. 12 on the plan of College Park of record in Book 843, page 29, Register's office for Davidson County, Tennessee.
>
> Said Lot No. 17 fronts 50 feet on the Northerly side of Belvidere Drive and runs back 165 feet and 7 inches on the Easterly line and 166 feet 4 inches on the Westerly line to a dead line and measures 50 fee thereon.
>
> Being the same property conveyed to Aaron S. Benchoff and Katherine J. Benchoff, husband and wife, by Warranty Deed from Michael Erik Landman and Lindsay Wilson Landman, husband and wife, dated September 22, 2017, and recorded at Instrument Number 20171002-0100375, Register's Office for Davidson County, Tennessee.

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The parties agree that said property, which is jointly owned by the parties and which served as the marital residence for the parties, shall continue to be co-owned by the parties for no longer than twenty-four (24) months as tenants in common, instead of tenants by the entirety. Counsel for Husband shall record a certified copy of the Final Decree of Divorce with the Davidson County Register of Deeds to effectuate this change.

The parties agree that there is a Wells Fargo Bank home mortgage associated with this property. From and after entry of the Final Decree of Divorce, this mortgage shall be, and is hereby, the sole and separate responsibility of Husband, free and clear of any responsibility by Wife, as Husband will be residing in the residence and Wife will not be. Within twenty-four (24) months from the date of execution of this Agreement, Husband shall refinance said mortgage to remove Wife's name from the same and place the mortgage in Husband's sole name. At the time of the refinance, the marital residence shall be appraised by Richard Exton or another agreed-upon licensed appraiser. Husband shall pay Wife one-half of the equity in the marital residence to be determined by the appraised value less the remaining balance of the mortgage secured by said real property plus the principal mortgage payments made by Husband from the time of entry of the parties' Final Decree of Divorce until the closing of Husband's refinance of the marital residence. For example, if the appraised value of the marital residence is $500,000 and the remaining mortgage balance is $250,000 but Husband has paid $25,000 in principal payments towards the mortgage from the time of entry of the parties' Final Decree of Divorce until the closing of the refinance, the net equity to be equally divided will be as follows: $500,000 - $250,000 + $25,000 = $275,000 in net equity. Until the refinance of the marital residence, Husband shall be responsible for the timely payment of any and all outstanding loans, indebtedness, taxes, insurance, utilities,

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and other expenses and liabilities in connection with said real property, and Husband shall indemnify and hold Wife harmless therefor. At the time Husband pays Wife for her marital interest in and to said residence, Wife shall execute a Quitclaim Deed to the marital residence, which will be prepared by counsel for Husband. The cost(s) associated with the preparation and recording of the Quitclaim Deed shall be the responsibility of Husband.

Husband shall have exclusive possession of the residence upon entry of the parties' Final Decree of Divorce.

In the event, for whatever reason, Husband does not qualify to refinance the mortgage in his name alone or decides that he desires to sell the residence, then the residence shall be listed for sale by an agreed-upon Realtor. The parties shall agree on the listing price and all terms of sale. At the closing of the sale of the marital residence, after payment of the mortgage encumbering the marital residence, any outstanding real estate taxes and property insurance, Realtor fees and closing costs, Husband shall first be reimbursed for the principal payments he made towards the mortgage from the date of entry of the parties' Final Decree of Divorce through the closing of the sale of the marital residence, and the parties shall then equally divide any remaining net proceeds equally.

In the event Husband elects to sell the property at or after expiration of his 24-month occupancy period, if the property has not sold or gone under contract within 90 days from being placed on the market for sale, either party may file a Motion with the Court asking for further relief to expedite the sale of the property, including but not limited to an auction to dispose of the property. This 90-day time limit for sale applies only upon expiration of Husband's 24-month occupancy period and does not apply if Husband elects to sell the property sooner.

In no event shall the real property be sold for less than the total of mortgage debt encumbering the marital residence, any outstanding property taxes and property insurance owed.

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The Court shall retain jurisdiction over the sale and disposition of this real property.

5. **PERSONAL PROPERTY**. The parties will agree on a division of all of their items of household furniture, furnishings, appliances, collectibles, art, etc. ("personal property"). In the event the parties cannot agree on a division of the personal property, then they shall flip a coin. The person who wins the coin toss shall choose the first item of personal property and they will alternate choosing an item until all items of personal property have been divided. In addition, each party shall receive any items of personal property owned by him or her before the marriage, gifted to or inherited by him or her during the marriage, or items particular to that party such as clothing, jewelry, and childhood and family memorabilia. As to family photographs, if the parties cannot agree on a division, then they will have duplicate copies made of the photographs, videos, or similar items in dispute. All personal property shall be retrieved by the party to whom it is awarded within twenty-four months of the date of entry of the parties' Final Decree of Divorce or upon the closing of the sale of the marital residence, whichever occurs first.

6. **SEVEN HILLS SWIM CLUB AND OLD NATCHEZ COUNTRY CLUB**. Wife shall be, and is hereby, awarded the Seven Hills Swim Club membership. Wife shall pay all fees, dues and expenses related to Seven Hills Swim Club membership and shall indemnify Husband and hold Husband harmless for any responsibility for the same.. Husband shall be, and is hereby, awarded the Old Natchez Country Club membership. Husband shall pay all fees, dues and expenses related to Old Natchez Country Club membership and shall hold Wife harmless and indemnify Wife for any responsibility for the same.. The parties shall cooperate with each other and the respective clubs in the event their signatures are required to effectuate transfer of ownership of the memberships.

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7. **AUTOMOBILES**. Each party shall receive as his or her sole and separate property, free and clear of any claim by the other party, the automobile driven by him or her. To that end, Wife shall receive the 2022 Nissan Rogue, VIN [redacted] free and clear of any claim by Husband. Husband shall receive the 2023 Hyundai Genesis, VIN [redacted] free and clear of any claim by Wife. Each party shall be solely and separately responsible for paying all costs, expenses, insurance and liabilities for his or her automobiles and shall indemnify and hold the other harmless. Each party shall sign over the title of the vehicle that the other party is awarded immediately upon the entry of the Final Decree of Divorce if necessary.

8. **MONETARY ACCOUNTS**. The parties acknowledge that they have the following **joint** bank/investment accounts:

a. Bank of America Joint Checking ending in #[redacted];

b. Bank of America Joint Savings ending in #[redacted];

c. LPL Joint Investment account ending in [redacted].

The parties shall evenly divide the funds on deposit in the three accounts above ending in [redacted]h each party receiving his or her one-half share as his or her sole property, free of all claims by the other, within five (5) days of entry of the parties' Final Decree of Divorce. The LPL Joint Investment account division shall be in kind. Upon division of the funds in the joint accounts, the accounts shall be closed.

Wife shall be awarded all right, title and interest in and to her Capital One Checking ending in #[redacted] and her Capital One Savings ending in #[redacted], free of any claim by Husband.

The parties also have Bank of America custodial savings accounts for each of their children ending in [redacted] and [redacted] Said accounts shall continue to be used for the sole benefit of the child named on the account. Additionally, each child has an American Funds 529 education account

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which shall be used for the sole purpose of that child's education within the terms of each respective plan. Wife is the custodian of these 529 accounts and shall remain custodian of the accounts. Wife shall provide Husband a statement annually of the accounts on or before February 15th of each year and upon reasonable request by Husband.

9. **RETIREMENT ACCOUNTS.**

Husband has the following retirement accounts in his sole name:

a. LPL IRA ending in [redacted];

b. Mars 401(k) held through Fidelity ending i[redacted]

c. Mars Non-Qualified Savings Plan ending in #[redacted].

Wife has the following retirement accounts in her sole name:

a. LPL IRA ending in [redacted];

b. LPL Alliance Bernstein IRA ending in [redacted];

c. Vanderbilt 403(b) ending i[redacted]

Immediately upon entry of the Final Decree in this matter, Husband shall take steps to transfer assets with a value of $183,308.73 from his LPL IRA ending in [redacted] to Wife's LPL IRA ending in [redacted] as her marital share of the parties' combined retirement assets. The division of assets shall be in kind. After Wife has received said funds from Husband's LPL IRA ending in [redacted], the remaining balance in Husband's LPL IRA ending in [redacted] shall be awarded to him, free of any claim by Wife.

Except as provided above regarding the LPL IRA transfer from Husband to Wife, each party shall retain all retirement accounts listed above under his or her name, free of any claim by the other party.

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10. **MEDICAL INSURANCE**. Immediately upon the entry of the Final Decree of Divorce, each party shall be responsible for his or her own medical insurance and pay the premiums associated therewith. Additionally, each party shall pay his or her own uninsured medical and dental costs and expenses and shall hold the other party harmless from any liability therefor.

11. **ALIMONY**. The parties agree Wife is in need of spousal support from Husband to adjust to the economic consequences of the parties' divorce. Therefore, Husband shall pay transitional, non-modifiable alimony to Wife in the amount of One Thousand Five Hundred Dollars ($1,500.00) per month for Forty-Eight (48) months, or until Wife's death or remarriage or Husband's death, whichever occurs first. The first payment shall be made on or before the 1st day of the first month following the entry of the Final Decree of Divorce and future payments shall also be paid on or before the 1st day of the month. Said payments by Husband to Wife are not deductible by Husband nor taxable to Wife for income tax purposes. Husband shall make Wife the beneficiary of $72,000 of life insurance, in addition to any life insurance Husband shall carry to secure his child support obligation to Wife, until such time as said transitional alimony is paid in full.

Except as provided herein, neither party shall pay alimony of any type to the other, now or in the future. Husband and Wife hereby waive all right which they may have, may have had, or may have at any time in the future to receive alimony from the other.

12. **LIFE INSURANCE**. Except as provided in this Agreement and the Permanent Parenting Plan executed simultaneously herewith, each party shall be awarded all right, title and interest in and to all life insurance policies owned by him or her on his or her respective life . If either party owns a life insurance policy securing the life of the other party, he or she shall cancel

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said policy immediately upon entry of the parties' Final Decree of Divorce. The parties may designate any beneficiary they desire for their respective life insurance policies, except as required by this Agreement or their Permanent Parenting Plan. .

13. **ATTORNEY FEES AND MEDIATION FEES**. The parties agree to pay their respective attorney's fee balance from their joint account before the division of funds set forth herein. Each party shall ultimately be responsible for his or her own attorney for services rendered in connection with the divorce proceedings pending in the Third Circuit Court for Davidson County, Tennessee and in connection with the preparation, negotiation, execution and finalization of this Agreement, however.

14. **COURT COSTS**. Husband and Wife shall be equally responsible for any remaining court costs, if any, associated with the divorce proceedings pending in the Third Circuit Court for Davidson County, Tennessee.

15. **DEBTS**. The parties shall immediately close the following joint credit card accounts within five (5) days of entry of the parties' Final Decree of Divorce: 1) Bank of America joint Visa account ending in #[redacted]; 2) Chase Joint Visa account ending in #[redacted]. These accounts are each paid in full every month so there will be no existing balance when the accounts are closed. Neither party shall make any charges on the above accounts after executing this Agreement. Except as otherwise provided herein, Husband agrees that he shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by him and further agrees to hold Wife harmless from any liability for such debts. Except as otherwise provided herein, Wife agrees that she shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by her and further agrees to hold Husband harmless from any liability for such

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debts. Additionally, the parties agree that neither of them shall contract any indebtedness on the credit of the other from and after the date of execution of this Agreement.

16. **CREDITORS / TENN. CODE ANN. § 36-1-134**. This 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 the decree for an account, any debt associated with an account or any debt. It may be in a party's best interest to cancel, close or freeze any jointly held accounts. Accordingly, the parties confirm that they have each read and understand the terms of Tennessee Code Annotated §36-4-134, which states, in part, as follows:

> (a) Every final decree of divorce granted on any fault ground of divorce, and every marital dissolution agreement shall contain a notice that the decree 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 the decree for an account, any debt associated with an account, or any debt. The notice shall also state that it may be in a party's best interest to cancel, close or freeze any jointly held accounts.
>
> (b) Failure to include the notice required by subsection (a) shall not affect the validity of the decree of divorce, legal separation or annulment.

17. **TORT CLAIMS**. The parties further agree that by executing this Marital Dissolution Agreement they are releasing, discharging and forever barring any possible tort claims which they may have against each other, including those that could arise from contractual matters which are negotiated in this Marital Dissolution Agreement. The parties understand that they are forever barred from raising any tort claim, or tort claim arising from contractual matters in the future, out of any matters which were incurred in this marriage or which may have been incurred in the process of this divorce action.

18. **TAXES**. Each party agrees to assume sole and separate responsibility for paying any taxes, penalties and/or interest which may hereafter be finally determined to be due as a result of income earned by a respective party and/or received by a respective party or losses or

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deductions taken by a respective party during any year for which the parties file, or have filed, joint income tax returns. The parties agree to work together to file a joint income tax return for the 2022 income tax year. The parties shall earmark the tax liability they believe is due for the 2022 income tax year, remove it from their joint account prior to the division of accounts as set forth herein and temporarily place the earmarked funds in one of their children's accounts until such time as the parties' pay their joint 2022 income tax liability. The parties shall equally divide any income tax refund received for 2022 or earmarked funds that are not due and owing to the Internal Revenue Service for the 2022 income tax year, and they shall equally divide payment of any income tax liability, fee or assessment above any sum earmarked as set forth above.

19. **NON-DISCHARGEABILITY**. 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 therefor, such obligation shall be deemed to be a domestice support obligation under 11 U.S.C. §523(a) which is not dischargeable in bankruptcy as to the other party.

20. **NON-DISCHARGEABILITY**. Whenever Husband is required by the terms of this Agreement to provide spousal support, to assume responsibility for paying certain debts and/or indemnify and hold Wife harmless from any liability therefor, such obligation shall be deemed to be a domestic support obligation under 11 U.S.C. § 523(a) which is not dischargeable in bankruptcy by Husband as to Wife. Husband hereby affirmatively acknowledges that such support obligation is necessary to ensure that all needs of Wife are satisfied and that all support obligations, when viewed as a whole, are neither excessive nor unreasonable, under traditional concepts of support, given the past and future ability of Husband to produce income.

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21. **INDEMNIFICATION**. 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 debt for which the other party is 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 responsible 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.

22. **ENFORCEMENT**. In the event it becomes reasonably necessary for either party to institute or defend legal proceedings relating to the enforcement of any provision of this Agreement, the successful party shall also be entitled to a judgment for reasonable expenses, including reasonable attorney's fees, incurred in connection with such proceedings and related to any appeal of the same.

23. **INCORPORATION INTO FINAL DECREE**. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Third Circuit Court for Davidson County, Tennessee and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties. Husband and Wife hereby acknowledge that they have instructed counsel in this matter to NOT COMPLETE DISCOVERY in this matter; have voluntarily waived formal discovery in this matter; that they understand they have the right to demand, receive and review full discovery from each other and that they have knowingly waived said right. Further, the parties acknowledge that they are fully aware of the assets belonging to the other party, or have satisfied themselves completely as to the same, and that it is their deliberate desire that formal discovery in this matter not be performed. Accordingly, the parties hereby RELEASE AND FOREVER DISCHARGE any and all claims they have, may

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have had or may hereafter have against counsel for either party related to discovery and/or the disclosure or failure of the other party to disclose assets in this matter.

24. **FINAL SETTLEMENT**. 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 or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or right to act as administrator or executor of the other's estate except as provided by the terms of this Agreement. This Agreement applies to all property now owned by Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

25. **REVOCATION OF BENEFICIARY**. The parties agree that, except as otherwise provided by the terms of this Agreement, all documents heretofore executed by either party which designate the other party as a beneficiary shall be, and are hereby, revoked. Such documents shall include, but not be limited to, powers of attorney, beneficiary designations under insurance policies, annuities, retirement programs, employee benefit programs, and bank accounts. It is the intent of the parties to this Agreement that neither party shall receive any proceeds as a beneficiary of the other party from and after execution of this Agreement unless otherwise provided by the terms of this Agreement or unless a new beneficiary designation is hereafter executed designating the other party as a beneficiary.

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26. **BINDING**. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

27. **NO INTERFERENCE**. Each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single or unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabitate or dwell with him or her.

28. **NO ACCESS TO ACCOUNTS**. The parties hereby REVOKE all prior permissions or implied permissions for the other to access his/her online accounts of whatever type or nature whatsoever. This revocation applies to all accounts which either party may have had, may now have or may in the future have, including but not limited to online social accounts such as Twitter, Facebook, MySpace, Shutterfly, etc.; e-mail accounts; financial accounts; store accounts; medical accounts; school, library, club, internet, Xfinity, SiriusXM, cell phone, or other accounts of any type or kind whatsoever. Both parties acknowledge that it is his/her intent that the other party have no access whatsoever to his/her accounts from and after signing this document, regardless of whether the parties previously had knowledge of or shared login and password information. Both parties acknowledge that it is his/her individual responsibility to change login and password information; however, failure of a party to do so does not relieve the other party from the requirement to comply with the language of this paragraph. Neither party is to have login/password information nor access the other's accounts of whatever type, nature, venue or format whatsoever, from the day of signing this Agreement forward.

29. **FULL DISCLOSURE**. 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

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full disclosure to each other of all assets in which they have an interest. Should it develop that there were undisclosed assets, the party to whom the assets were not disclosed shall have a right to an equitable share of same. This claim is specifically reserved to each party and is not discharged by the remaining terms of this Agreement.

30. **VOLUNTARY AGREEMENT**. Each party represents to the other and acknowledges 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 and with advice of counsel. Wife has had the advice of Kristen Amonette, attorney, and the law firm of Lindsey Amonette Nemer + Glassford, PLLC in the consideration and execution of this Agreement, and Husband has had the advice of Cathy Speers Johnson, attorney, and the law firm of Thompson Burton, PLLC, in the consideration and execution of this Agreement. Each party acknowledges that he/she is not relying upon any real estate, trust, estate-planning, securities, corporate, or tax advice from the attorneys listed above, and that said attorneys have expressed no expertise regarding these areas of the law, which may arise as a result of this Agreement. The parties have been advised to seek counsel regarding the consequences of this Agreement from their own real estate attorneys, trust and/or estate-planning attorneys, securities and corporate attorneys, tax attorneys, and accountants, and the parties acknowledge that they have had the opportunity to do so. Upon entry of the Final Decree of Divorce, the attorneys listed in this paragraph are hereby relieved as counsel of record in this matter.

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31. **ENTIRE UNDERSTANDING**. This Agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

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

33. **EXECUTION OF DOCUMENTS**. It is understood and agreed between the parties that, as 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.

34. **AMENDMENT OF AGREEMENT**. This Agreement may be altered, amended or canceled only by an instrument in writing signed by each of the parties, and with respect to child custody, child support and spousal support issues, only with approval of the Court, and this requirement cannot be waived by oral agreement.

35. **TENNESSEE LAW**. This Agreement shall be construed under the laws of the State of Tennessee.

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THIS AGREEMENT is executed in one original which will be tendered to the Court as part of the Final Decree of Divorce between the parties.

KATHERINE JOHNSON BENCHOFF

AARON SHANTI ROYER BENCHOFF

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

Personally appeared before me, KRISTEN B. AMONETTE, a Notary Public in and for the aforesaid State and County, **Katherine Johnson Benchoff**, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee this 10th day of January, 2023.

Kristen B. Amonette
Notary Public

My commission expires: May 7, 2024

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

Personally appeared before me, KRISTEN B AMONETTE, Notary Public in and for the aforesaid State and County, **Aaron Shanti Royer Benchoff**, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee this 11th day of JANUARY, 2023.

Kristen B. Amonette
Notary Public

My commission expires: May 7, 2024

KJB ASRB



EFILED 01/12/23 10:11 AM CASE NO. 22D1286 Joseph P. Day, Clerk

| STATE OF TENNESSEE | CIRCUIT COURT | DAVIDSON COUNTY |
|---|---|---|
| **PERMANENT PARENTING PLAN ORDER**<br>☐ PROPOSED ☑ AGREED ☐ ORDERED BY THE COURT | | FILE No. 22D-1286<br>*(Must be completed)*<br>DIVISION _____ |
| PLAINTIFF *(Name: First, Middle, Last)*<br>KATHERINE JOHNSON BENCHOFF<br>☑ Mother ☐ Father | | DEFENDANT *(Name: First, Middle, Last)*<br>AARON SHANTI ROYER BENCHOFF<br>☐ 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 |
|---|---|
| SRB | 2011 |
| SRB | 2013 |

## I. RESIDENTIAL PARENTING SCHEDULE

### A. RESIDENTIAL TIME WITH EACH PARENT

The Parenting Plan must designate the parent with whom the children are scheduled to reside a majority of the time as the Primary Residential Parent of the children. 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)
  Children must reside an equal amount of time with both parents.
- ☐ Waived by Mother and Father (only if by agreement)
  Children 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

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## B. DAY-TO-DAY SCHEDULE

**The Mother shall have responsibility for the care of the children:**

**From Monday pick up from school (or 3:30 p.m. if school is not in session) to Wednesday return to school (or 8:30 a.m. if school is not in session) every week.**

**and**

**Alternating weekends from Friday pick up from school (or 3:30 p.m. if school is not in session) to Monday return to school (or 8:30 a.m. if school is not in session).**

**The Father shall have responsibility for the care of the children:**

**From Wednesday pick up from school (or 3:30 p.m. if school is not in session) to Friday return to school (or 8:30 a.m. if school is not in session) every week.**

**and**

**Alternating weekends from Friday pick up from school (or 3:30 p.m. if school is not in session) to Monday return to school (or 8:30 a.m. if school is not in session).**

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

## C. HOLIDAY SCHEDULE AND OTHER SCHOOL FREE DAYS

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

| HOLIDAY | MOTHER | FATHER |
|---|---|---|
| Mother's Day | **Every** | |
| Father's Day | | **Every** |
| Thanksgiving (Wednesday to Sunday) | **Odd** | **Even** |
| Mother's Birthday | **Every** | |
| Father's Birthday | | **Every** |

A holiday shall begin at 6:00 p.m. the evening preceding the holiday and end at 9:00 a.m. the day following the holiday, unless otherwise noted here.

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: **The children shall be with Mother in odd-numbered years from the day and time school is last dismissed prior to the break through return of the children to school following break. The children shall be with Father in even-numbered years from the day and time school is last dismissed prior to the break through return of the children to school following**

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**break.**

## E. WINTER (CHRISTMAS) VACATION

**The day-to-day schedule shall apply except as follows:**

**Each parent shall have parenting time with the minor children (if desired) for a five day period, not including Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day, If the parties cannot agree, Mother shall have the first five days following school dismissal for Winter (Christmas) Vacation in EVEN years and Father shall have five days beginning December 26th at 9:00 a.m. in EVEN years. The parties shall reverse this schedule in ODD years.**

**Christmas Eve and Christmas Day: Unless otherwise agreed in writing between the parties (a text or e-mail shall constitute a writing for this purpose),**

**Mother shall have parenting time with the children Christmas Eve and Christmas Day in EVEN years beginning at 6:00 p.m. the day before Christmas Eve and ending at 9:00 a.m. December 26th, the day after New Year's Day.**
**AND**
**Father shall have parenting time with the children Christmas Eve and Christmas Day in ODD years beginning at 6:00 p.m. the day before Christmas Eve and ending at 9:00 a.m. December 26th, the day after New Year's Day.**

**New Year's Eve and New Year's Day: Unless otherwise agreed in writing between the parties (a text or e-mail shall constitute a writing for this purpose),**

**Mother shall have parenting time with the children New Year's Eve and New Year's Day in ODD years beginning at 6:00 p.m. the day before New Year's Eve and ending at 9:00 a.m. January 2nd, the day after New Year's Day.**
**AND**
**Father shall have parenting time with the children New Year's Eve and New Year's Day in even years beginning at 6:00 p.m. the day before New Year's Eve and ending at 9:00 a.m. January 2nd, the day after New Year's Day.**

## F. SPRING VACATION (*If applicable*)

The day-to-day schedule shall apply except as follows: Unless otherwise agreed in writing between the parties (a text or e-mail shall constitute a writing for this purpose), **the children shall be with Mother in even-numbered years from the day and time school is last dismissed prior to the break through return of the children to school following break. The children shall be with Father in odd-numbered years from the day and time school is last dismissed prior to the break through return of the children to school following break.**

## G. SUMMER VACATION

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The day-to-day schedule shall apply except as follows: **Each parent shall have a minimum of one seven-day uninterrupted block of time with the children during summer break. Unless otherwise mutually agreed by both parties, Mother shall select her week first, no later than April 15, in even-numbered years. Unless otherwise mutually agreed by both parties, Father shall select his week first, no later than April 15, in odd-numbered years. Unless otherwise mutually agreed by both parties, the parent selecting his/her summer week second shall do so no later than April 30.**

## H. TRANSPORTATION ARRANGEMENTS –

The place of meeting for the exchange of the children shall be: **Drop off at school, if school is in session. Pick up from school or from the other parent's home, as applicable. The parent starting his or her parenting time shall pick up the children from school or the other parent's home, as applicable.**

Payment of long distance transportation costs *(if applicable):* ☐ mother ☐ father ☐ both equally. N/A

Other arrangements: _____.

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

## I. SUPERVISION OF PARENTING TIME *(If applicable)*

☐ **Check if applicable**

Supervised parenting time shall apply during the day-to-day schedule as follows:
☐ Place: _____.
☐ Person or organization supervising: _____.
☐ Responsibility for cost, if any: ☐ mother ☐ father ☐ both equally.

## J. OTHER

The following special provisions apply:

The parents shall each pay of the cost of the children's extracurricular activities, uniforms, private school tuition, class fees, and work-related childcare/nanny pro rata in accordance with their incomes reflected on the most recent Tennessee Child Support Worksheet.

# 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

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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 **$ 36,985**
Mother's gross monthly income is **$ 9,166**

1. The final child support order is as follows:
   a. The ☐ mother ☑ father shall pay to the other parent as regular child support the sum of $2,434.00 ☐ weekly ☑ monthly ☐ twice per month ☐ every two weeks. **The Child Support Worksheet shall be attached to this Order as an Exhibit.***

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

   The reason for the deviation: _____

   The presumptive amount of the child support (without the deviation): _____

   How is the application of the Guidelines unjust or inappropriate?

   _____

   _____

   How is the best interest of the child served?

   _____

   _____

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

   _____

2. Retroactive Support: A judgment is hereby awarded in the amount of $_____ to ☐ mother ☐ father against the child support payor representing retroactive support required under Section 1240-2-4.06 of the D.H.S. Income Shares Child Support Guidelines dating from _____ which shall be paid (including pre/post judgment interest) at the rate of $_____ per ☐ week ☐ month ☐ twice per month ☐ every two weeks until the judgment is paid in full.

3. Payments shall begin on the first (1st) day of the month following entry of this Order.

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This support shall be paid:

☐ directly to the other parent.
☐ to the Central Child Support Receipting Unit, P. O. Box 305200, Nashville, Tennessee 37229, and sent from there to the other parent at: _____.
☐ A Wage Assignment Order is attached to this Parenting Plan.
☑ by direct deposit to the other parent at [Mother to provide account information to Father].
☐ 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.

## B. FEDERAL INCOME TAX EXEMPTION*

The ☑ mother ☐ father is the parent receiving child support.

The Mother shall claim the following children: SRB 2013 in odd-numbered years and SRB 2011 in even-numbered years.

The Father shall claim the following children: SRB 2011 in odd-numbered years and SRB 2013 in even-numbered 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

* 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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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

**If agreed by the parties, the parties may compare health insurance cost and coverage options annually and may agree to change responsibility for health insurance for the children, including any qualifying modifications to child support, if the parents deem the same to be in the best interest of the children.**

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

Uncovered reasonable and necessary medical expenses, which may include but is not limited to, deductibles or co-payments, eyeglasses, contact lens, routine annual physicals, and counseling will be paid by ☐ mother ☐ father ☑ pro rata in accordance with their incomes. After insurance has paid its portion, the parent receiving the bill will send it to the other parent within ten days. The other parent will pay his or her share within 30 days of receipt of the bill.

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

## E. LIFE INSURANCE

Both shall insure his/her own life in the minimum amount of $300,000 by whole life or term insurance. Until the child support obligation has been completed, each policy shall name the children as sole irrevocable primary beneficiaries, with the other parent as trustee for the benefit of the children, to serve without bond or accounting.

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

The 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

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

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

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

In the dispute resolution process:

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

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## VI. RIGHTS OF PARENTS

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

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

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

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

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

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

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

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(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.

## 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

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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.

{Remainder of page intentionally blank}

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**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 worksheet 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 — 1/10/2023 Nashville, TN
Date and Place Signed

Sworn to and subscribed before me this 10th day of January, 2023.

My commission expires: May 7, 2024 Kristen B. Amonette
Notary Public

Father — 1/11/2023 NASHVILLE, TN
Date and Place Signed

Sworn to and subscribed before me this 11th day of January, 2023.

My commission expires: May 7, 2024 Kristen Amonette
Notary Public

**APPROVED FOR ENTRY:**

**Cathy Speers Johnson**
*Attorney for Father*
**Thompson Burton PLLC ,1801 West End Ave. #1550**
*Address*
**Nashville, TN 37203**
*Address*
**615-465-6011, BPR #18580**
*Phone and BPR Number*

**Kristen B. Amonette** Kristen Amonette
*Attorney for Mother*
**Lindsey Amonette Nemer + Glassford, PLLC**
*Address*
**3100 West End Ave., #250, Nashville, TN 37203**
*Address*
**615-313-3991, BPR #22026**
*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: To both parties equally for which execution shall issue if necessary.

It is so ORDERED this the 21 day of February, 2023.

Judge or Chancellor

EFILED 02/09/23 01:11 PM CASE NO. 22D1286 Joseph P. Day, Clerk



KB

Effective as of 10/01/2021

State of Tennessee - Department of Human Services
**Child Support Worksheet**

1/10/23 - 12:22 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: | Katherine Johnson Benchoff | X | | |
| Name of Father or Parent 2: | Aaron Shanti Royer Benchoff | | X | |
| Name of non-parent Caretaker: | | | | |

TCSES case #:

Docket #: 22D-1286

Court name: Davidson County Circuit Court

| Name(s) of Child(ren) | Date of Birth | Days with Mother or Parent 1 | Days with Father or Parent 2 | Days with Caretaker |
|---|---|---|---|---|
| SRB | 1/1/11 | 182.5 | 182.5 | |
| SRB | 1/1/13 | 182.5 | 182.5 | |

## Part II. Adjusted Gross Income

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

| | | Mother or Parent1 \ Column A | Father or Parent 2 \ Column B | Nonparent Caretaker \ Column C |
|---|---|---|---|---|
| 1 | Monthly Gross Income | $ 9,166.00 | $ 36,985.00 | |
| 1a | Federal benefit for child | + | + | |
| 1b | Self-employment tax paid | - | - | |
| 1c | Subtotal | 9,166.00 | 36,985.00 | |
| 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) | $ 9,166.00 | $ 36,985.00 | |
| 2a | Combined Adjusted Gross Income | $46,151.00 | | |
| 3 | Percentage Share of Income (PI) | 20% | 80% | |
| 3a | Means Tested Income only (Y/N) | N | N | |

## Part III. Parents' Share of BCSO

| | | | | |
|---|---|---|---|---|
| 4 | BCSO allotted to primary parent's household | $ 4095.45 | $ 0.00 | $ 0.00 |
| 4a | Share of BCSO owed to primary parent | $ 0.00 | $ 3276.36 | |
| 4b | BCSO if Self Support Reserve (SSR) is applied | N/A | N/A | |
| 5 | Each parent's average parenting time | N/A | 183 | |
| 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 | -819.09 | |
| 6b | Adjusted BCSO (92 or more days) | N/A | 2457.27 | |
| 7 | Calculated BCSO | $ 0.00 | $ 2,457.27 | |

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Effective as of 10/01/2021

State of Tennessee - Department of Human Services
**Child Support Worksheet**

1/10/23 - 12:22 PM

**Part IV. Additional Expenses**

| | | Mother or Parent 1 \ Column A | Father or Parent 2 \ Column B | Nonparent Caretaker \ Column C |
|---|---|---|---|---|
| 8a | Children's portion of health insurance premium | $ | $ 116.19 | $ |
| 8b | Recurring uninsured medical expenses | $ | $ | $ |
| 8c | Work-related childcare | $ | $ | $ |
| 9 | Total additional expenses | $ 0.00 | $ 116.19 | $ 0.00 |
| 10 | Share of additional expenses owed | $ 23.24 | $ 0.00 | |
| 11 | Adjusted Support Obligation (ASO) | $ 23.24 | $ 2,457.27 | |

**Part V. Presumptive Child Support Order**

| | | OBLIGATION | |
|---|---|---|---|
| 12 | Presumptive Child Support Order (PCSO) | $ 0.00 | $ 2,434.00 |

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

Current Order Flat %? N (N / Y)

Modification of Current Child Support Order

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

**Part VI. Deviations and FCSO**

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

| | | | |
|---|---|---|---|
| 14 | Deviations (Specify): | $ | $ |
| 15 | Adjusted for Minimum Order (Y/N) | N | N |
| 16 | Final Child Support Order (FCSO) | $ 0.00 | $ 2,434.00 |
| 17 | FCSO adjusted for Federal benefit, Line 1a Obligor's column. | $ 0.00 | $ 2,434.00 |

**Comments, Calculations, or Rebuttals to Schedule**

**Preparer's Use Only**

Name:
Title:
Date: 1/10/23

Joseph P. Day, Clerk
EFILED 02/09/23 01:11 PM CASE NO. 22D1286

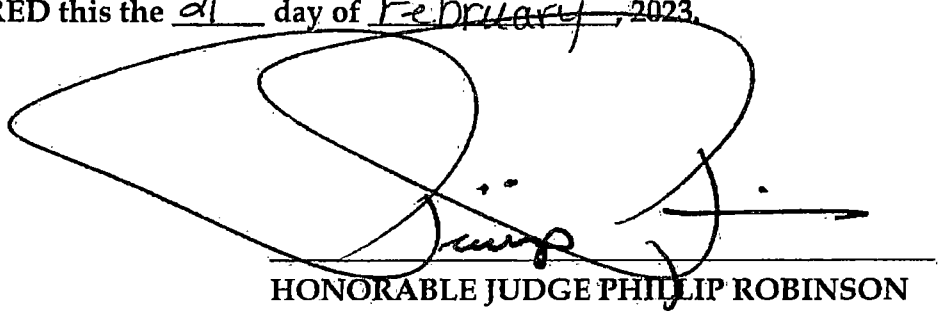
It is **ORDERED, ADJUDGED, AND DECREED** that the addresses of the parties are as follows:

| | |
|---|---|
| **Katherine Johnson Benchoff** | **Aaron Shanti Royer Benchoff** |
| **4415 Soper Avenue** | **1112 Belvidere Dr., Unit B** |
| **Nashville, Tennessee 37204** | **Nashville, Tennessee 37204** |

It is further **ORDERED, ADJUDGED, AND DECREED** that PLAINTIFF/WIFE **KATHERINE JOHNSON BENCHOFF** is restored to her maiden name, **KATHERINE ANN JOHNSON.**

It is further **ORDERED, ADJUDGED, AND DECREED** that any remaining, unpaid court costs shall be split equally between said Parties, for which execution may issue if necessary.

**ENTERED this the** 21 **day of** February, **2023.**



**HONORABLE JUDGE PHILLIP ROBINSON**

**APPROVED FOR ENTRY:**

*/s/ Kristen B. Amonette*

Kristen B. Amonette, Esq. (Sup. Ct. No. 022026)
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3100 West End Avenue, Suite 250
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*Attorneys for Plaintiff/Wife Katherine Johnson Benchoff*

*/s/ Cathy Spears, with permission via email dated 2/17/2023 /s/ Kristen B. Amonette* (Sup. Ct. No. 022026)

Cathy Speers Johnson, Esq.
THOMPSON BURTON PLLC
1801 West End Avenue, Suite 1550
Nashville, Tennessee 37203
cathy@thompsonburton.com
615.465.6011

*Attorney for Defendant/Husband*
*Aaron Shanti Royer Benchoff*

## CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing **FINAL DECREE OF DIVORCE** has been sent *via* the following method(s) to:

**Cathy Speers Johnson, Esq.**
**THOMPSON BURTON PLLC**
**1801 West End Avenue, Suite 1550**
**Nashville, Tennessee 37203**
**cathy@thompsonburton.com**
**615.465.6011**

***Attorney for Defendant/Husband***
***Aaron Shanti Royer Benchoff***

| | |
|---|---|
| ✓ | Electronic Service *via* E-Filing |
| ✓ | E-Mail |
| | U.S. Mail |
| | Facsimile |
| | Hand Delivery |

this the 17th day of February, 2023.

*s/ Kristen B. Amonette*

Kristen B. Amonette, Esq. (Sup. Ct. No. 022026)