STATE OF TENNESSEE

****

Karen Johnson Davidson County
Batch# 1028677 DEEDDIV
07/20/2023 12:52:42 PM 18 pgs
Fees: $92.00 Taxes: $0.00
20230720-0056028

TREAUNDRA S. ARMS
[Plaintiff(s)]

vs.

Docket No: ***23D333***

WAYMON A. JR. ARMS
[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 Order heretofore entered in the above styled case on July 18, 2023 in the Fourth 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 July 20, 2023.

JOSEPH P. DAY CIRCUIT COURT CLERK

JOSEPH P. DAY, Clerk,

By: _____
Deputy Clerk

EFILED 07/18/23 02:39 PM CASE NO. 23D333 Joseph P. Day, Clerk

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

TREAUNDRA S. ARMS,	]	
	]	
Plaintiff/Wife,	]	
	]	
VS.	]	**NO: 23D-333**
	]	
WAYMON A. ARMS JR.,	]	
	]	
Defendant/Husband.	]	

FINAL JUDGMENT OF DIVORCE

This cause came on for trial on the 12th day of July 2023, before the Honorable Stanley A. Kweller, Judge for the Fourth Circuit Court for Davidson County, Tennessee, at Nashville, upon the Complaint for Absolute Divorce filed by the Plaintiff, **Treaundra S. Arms**. Based on the sworn testimony of **Ms. Arms** and her two witnesses, statements of counsel, the default judgment previously granted herein, and the entire record herein, the Court makes the following findings of fact and conclusions of law which are as follows.

1. The parties have been married since 09/01/2013. They separated on 12/01/2021. The Plaintiff/Wife (hereinafter **Ms. Arms**) filed her Complaint for Divorce on 03/09/2023. She alleged the grounds of Irreconcilable Differences and Inappropriate Marital Conduct. The parties have one (1) minor child during the marriage whose name is DaWayne Dapree Arms, born 11/20/2012. **Ms. Arms** also alleged that she owned an improved parcel of realty at 2816 Barclay Drive, Nashville, TN 37206-1512. She purchased this realty prior to the marriage on 11/02/2002. Personal service was obtained on the Defendant/Husband (hereinafter **Mr. Arms**) on 03/23/2023. Since that time, **Mr. Arms** has filed no Answer to the Complaint in this case. On 07/02/2023, an Order of default judgment was entered against **Mr. Arms** because he failed to participate in this lawsuit by filing an Answer or defense. This allowed **Mrs. Arms** to proceed with her Complaint for Divorce which was set for final hearing on 07/12/2023. Both parties attended this hearing although **Mr. Arms** was reminded by the Court that a default judgment was entered against him.

EFILED 07/18/23 02:39 PM CASE NO. 23D333 Joseph P. Day, Clerk

2. The proof presented by **Ms. Arms** and her two witnesses was that during the marriage he began to become emotionally distant, not be at home in the evenings, and not financially provide for his family. He was no longer putting any effort into the marriage or assisting at home. He also had several affairs with other women which resulted in one woman having a child in December of 2019. These acts on the part of **Mr. Arms** constitute Inappropriate Marital Conduct. **Ms. Arms** is therefore awarded an absolute divorce from **Mr. Arms** on the ground of Inappropriate Marital Conduct pursuant to Tenn. Code Ann. § 36-4-101(11) thereby restoring her to all the rights and privileges of an unmarried person.

3. On 11/02/2002, prior to the marriage, **Ms. Arms** purchased a parcel of improved realty known as 2816 Barclay Drive, Nashville, TN 37206-1512. At that time, she was known as "Treaundra S. Stewart". When she married **Mr. Arms** on 09/01/2013, she allowed him to move into her realty. On 04/01/2021, **Mr. Arms** left **Ms. Arms** and moved out of the realty. During the marriage, **Mr. Arms** made little to no contribution to the preservation or the appreciation of this realty. Therefore, the Court finds that **Mr. Arms** has no accumulated interest in the realty. Further, **Ms. Arms'** name is the only name on the deed and the mortgage. Accordingly, any and all right, title, and interest of **Mr. Arms** in and to the parcel of improved realty known as 2816 Barclay Drive, Nashville, TN 37206-1512, shall be divested out of **Mr. Arms** and the same right, title, and interest shall be vested in **Ms. Arms** as her sole and separate property in fee simple absolute. This realty is more particularly described as follows:

> BEING land in the 15th Civil District of Davidson County, Tennessee, same being Lot 203 on the Plan of Fordland Park Section 1, as of record in Book 2663, page 61, Register's Office for said County.
>
> SAID Lot 203 fronts 80 feet on the westerly side of Barclay Drive and runs back between lines 158.7 feet on the northerly line and 165.7 feet on the southerly line to a dead line in the rear from which it measures 64.1 feet.

EFILED 07/18/23 02:39 PM CASE NO. 23D333 Joseph P. Day, Clerk

BEING the same property conveyed to Treaundra S. Stewart from Carroll Roberts, Executor of the Estate of Hillous Butrum, by warranty deed of record at instrument number 20021204-0149537, Register's Office for Davidson County, Tennessee. Treaundra S. Stewart and Treaundra S. Arms being one and the same.

This is the same description as in the previous deed of record.

4. The parties had one (1) child born of the marriage whose name is DaWayne Dapree Arms, born 11/20/2012. **Ms. Arms** was the primary caregiver for this child throughout the marriage. The Court, therefore, designates **Ms. Arms** as the child's Primary Residential Parent. She shall have sole decision-making regarding the child's educational opportunities, non-emergency health care issues, religious affiliations, and participation in extra-curricular activities. **Ms. Arms** shall have 365 days per year of parenting time with the minor child and **Mr. Arms** shall have 0 days. **Ms. Arms** shall use her good judgment whether or not to allow contact between the child and **Mr. Arms**. If, at some later date **Mr. Arms** desires to become a part of the child's life, he must petition the Court for, and convince this Court that he is worthy of, parenting time.

5. The issue of child support is reserved. Counsel for **Ms. Arms** shall conduct discovery to determine **Mr. Arms'** income and, once known, counsel shall file a Motion to adjudicate this issue.

6. **Ms. Arms** shall be awarded all right, title, and interest in and to her **2016 Kia Optima** and any other vehicles titled in her name, her Bank of America bank account (from which Mr. Arms' name shall be immediately removed), and any other bank accounts she may have, appliances, furniture, furnishings, if any, and other personal property in her possession and under her control, free and clear of any claims from **Mr. Arms**. **Ms. Arms** shall be responsible for any indebtedness associated with these items and shall indemnify and hold **Mr. Arms** harmless thereon. Conversely, **Mr. Arms** shall be awarded all right, title, and interest in and to all vehicles and personal property in his possession and under his control, free and clear of any claims from **Ms. Arms**. **Mr. Arms** shall be responsible for any indebtedness associated with these items and shall indemnify and hold **Ms. Arms** harmless thereon.

7. **Ms. Arms** shall be awarded all right, title, and interest in and to all retirement and

EFILED 07/18/23 02:39 PM CASE NO. 23D333 Joseph P. Day, Clerk

pension accounts she may have accrued in her name through any employer, free and clear of any claims from **Mr. Arms.**

8. The parties have no joint debts. With regard to the parties' separately incurred debts, **Ms. Arms** shall be responsible for all debts she has incurred in her name only since the date of the parties' separation (which was 12/01/2021) and shall indemnify and hold **Mr. Arms** harmless thereon. Likewise, **Mr. Arms** shall be responsible for all debts he has incurred in his name only since the date of the parties' separation and shall indemnify and hold **Ms. Arms** harmless thereon.

9. The current address of **Ms. Arms** is 2816 Barclay Drive, Nashville, TN 37206-1512, and the current address of **Mr. Arms** is 2004 Riverside Drive, Nashville, TN 37216-4020.

10. All Court costs should be taxed to the Defendant, **Mr. Arms.**

BASED ON THESE FINDINGS, IT IS:

ORDERED, ADJUDGED and **DECREED** that **Ms. Arms** shall be awarded a divorce from **Mr. Arms** on the ground of Inappropriate Marital Conduct pursuant to Tenn. Code Ann. § 36-4-101(11), thereby restoring her to all the rights and privileges of an unmarried person. It is further

ORDERED, ADJUDGED and **DECREED** that the realty known as 2816 Barclay Drive, Nashville, TN 37206-1512 is deemed **Ms. Arms'** separate realty as it was purchased prior to the marriage. **Mr. Arms** has no accumulated interest in this realty. Accordingly, any and all right, title, and interest of **Mr. Arms** in and to the parcel of improved realty known as 2816 Barclay Drive, Nashville, TN 37206-1512, shall be divested out of **Mr. Arms** and the same right, title, and interest shall be vested in **Ms. Arms** as her sole and separate property in fee simple absolute. This realty is more particularly described above in paragraph 3. It is further

ORDERED, ADJUDGED and **DECREED** that **Ms. Arms** shall be designated as the Primary Residential Parent for the parties' (1) minor child, to wit: DaWayne Dapree Arms, born

EFILED 07/18/23 02:39 PM CASE NO. 23D333 Joseph P. Day, Clerk

11/20/2012. She shall have sole decision-making with regard to the child's educational opportunities, non-emergency health care issues, religious affiliations, and participation in extra-curricular activities. **Ms. Arms** shall have 365 days per year of parenting time with the minor child and **Mr. Arms** shall have 0 days. **Ms. Arms** shall use her good judgment whether or not to allow contact between the child and **Mr. Arms**. If, at some later date **Mr. Arms** desires to become a part of the child's life, he must petition the Court for, and convince this Court that he is worthy of, parenting time. It is further

ORDERED, ADJUDGED and **DECREED** that the issue of child support is reserved. Counsel for **Ms. Arms** shall conduct discovery to determine **Mr. Arms'** income and, once known, counsel shall file a Motion to adjudicate this issue. It is further

ORDERED, ADJUDGED and **DECREED** that the Permanent Parenting Plan attached hereto, which the Court finds to be in the child's best interest, is approved and incorporated into this Final Judgment of Divorce and made an Order of the Court. It is further

ORDERED, ADJUDGED and **DECREED** that **Ms. Arms** shall be awarded all right, title, and interest in and to her 2016 Kia Optima and any other vehicles titled in her name, her Bank of America bank account (from which **Mr. Arms'** name shall be immediately removed), and any other bank accounts she may have, appliances, furniture, furnishings, if any, and other personal property in her possession and under her control, free and clear of any claims from **Mr. Arms. Ms. Arms** shall be responsible for any indebtedness associated with these items and shall indemnify and hold **Mr. Arms** harmless thereon. Conversely, **Mr. Arms** shall be awarded all right, title, and interest in and to all vehicles and personal property in his possession and under his control, free and clear of any claims from **Ms. Arms**. **Mr. Arms** shall be responsible for any indebtedness associated with these items and shall indemnify and hold **Ms. Arms** harmless thereon. It is further

ORDERED, ADJUDGED and **DECREED** that **Ms. Arms** shall be awarded all right, title, and interest in and to all retirement and pension accounts she may have accrued in her name through any employer, free and clear of any claims from **Mr. Arms**. It is further

EFILED 07/18/23 02:39 PM CASE NO. 23D333 Joseph P. Day, Clerk

ORDERED, ADJUDGED and **DECREED** that **Ms. Arms** shall be responsible for all debts she has incurred in her name only since the date of the parties' separation (which was 12/01/2021) and shall indemnify and hold **Mr. Arms** harmless thereon. Likewise, **Mr. Arms** shall be responsible for all debts he has incurred in his name only since the date of the parties' separation and shall indemnify and hold **Ms. Arms** harmless thereon. It is further

ORDERED, ADJUDGED and **DECREED** that both parties shall take notice of the provisions contained in Tenn. Code Ann. § 36-4-134, which states that this Final Decree of Divorce 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. Accordingly, it may be in a party's best interest to cancel, close or freeze any jointly held accounts. It is further

ORDERED, ADJUDGED and **DECREED** that all Court costs should be taxed to the Defendant, **Mr. Arms** for which execution shall issue, if necessary.

ENTERED this 18th day of July 2023.

HONORABLE STANLEY A. KWELLER, JUDGE

APPROVED FOR ENTRY:

LAURA TEK, #16523
P.O. Box 280987
Nashville, TN 37228-0987
615/851-2100
attorneylauratek@gmail.com
Counsel for Plaintiff/Wife

EFILED 07/18/23 02:39 PM CASE NO. 23D333 Joseph P. Day, Clerk

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing document has been served on the following by:

(x) U. S. Mail, postage prepaid
Waymon A. Arms Jr.
2004 Riverside Drive
Nashville, TN 37216-4020.

This 13th day of July 2023.

LAURA TEK

EFILED 07/18/23 02:39 PM CASE NO. 23D333 Joseph P. Day, Clerk

STATE OF TENNESSEE	FOURTH CIRCUIT COURT	DAVIDSON COUNTY
PERMANENT PARENTING PLAN ORDER [X] Ordered by the Court		**FILE NO: 23D-333**
PLAINTIFF **TREAUNDRA S. ARMS,** *Mother*	**DEFENDANT** **WAYMON A. ARMS JR.,** *Father*	

The Mother and Father will behave with each other and the child(ren) so as to provide a loving, stable, consistent and nurturing relationship with the child(ren) 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 the child(ren) to continue to love the other parent and be comfortable in both families.

This plan:
[X] is a new plan
[ ] modifies an existing Parenting Plan dated _____
[ ] modifies an existing Order dated _____

Child's Name	Date of Birth
DaWayne Dapree Arms	11/20/2012

I. RESIDENTIAL PARENTING SCHEDUULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent is the Mother.

Under the above schedule each parent will spend the following number of days with the child:

Mother 365 days Father 0 days

B. DAY TO DAY SCHEDULE

The Mother shall have responsibility for the care of the parties' child except at the following times when the other parent shall have responsibility:
The Father has failed to participate in this divorce action and therefore shall not be awarded parenting time. He must petition the Court if he wants parenting time.

EFILED 07/13/23 03:54 PM CASE NO. 23D333 Joseph P. Day, Clerk

EFILED 07/18/23 02:39 PM CASE NO. 23D333 Joseph P. Day, Clerk

The other parent shall also have responsibility for the care of the child at the additional parenting times specified below:
The Father has failed to participate in this divorce action and therefore shall not be awarded parenting time. He must petition the Court if he wants parenting time.

This parenting schedule begins: Immediately

C. HOLIDAY SCHEDULE AND OTHER SCHOOL FREE DAYS

Indicate what parent the child will be with in ODD or EVEN numbered years or EVERY year:

	MOTHER	FATHER
Martin Luther King Day	EVERY	
Presidents' Day	EVERY	
Easter Day (unless otherwise coinciding with Spring Vacation)	EVERY	
Mother's Day	EVERY	
Memorial Day (if no school)	EVERY	
Father's Day	EVERY	
Independence Day	EVERY	
Labor Day	EVERY	
Halloween	EVERY	
Thanksgiving Day and the Friday after	EVERY	
Veterans Day	EVERY	
Children's Birthday	EVERY	
Father's Birthday	EVERY	
Mother's Birthday	EVERY	

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:

D. FALL VACATION (*if applicable*)

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

The Father has failed to participate in this divorce action and therefore shall not be awarded parenting time. He must petition the Court if he wants parenting time.

E. WINTER (CHRISTMAS) VACATION

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

The Father has failed to participate in this divorce action and therefore shall not be awarded parenting time. He must petition the Court if he wants parenting time.

EFILED 07/13/23 03:54 PM CASE NO. 23D333 Joseph P. Day, Clerk

EFILED 07/18/23 02:39 PM CASE NO. 23D333 Joseph P. Day, Clerk

F. SPRING VACATION (*if applicable*)

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

The Father has failed to participate in this divorce action and therefore shall not be awarded parenting time. He must petition the Court if he wants parenting time.

G. SUMMER VACATION

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

The Father has failed to participate in this divorce action and therefore shall not be awarded parenting time. He must petition the Court if he wants parenting time.

H. TRANSPORTATION ARRANGEMENTS

The place of meeting for the exchange of the child shall be as follows:

The Father has failed to participate in this divorce action and therefore shall not be awarded parenting time. He must petition the Court if he wants parenting time.

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

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 shall apply:

The Father has failed to participate in this divorce action and therefore shall not be awarded parenting time. He must petition the Court if he wants parenting time.

II. DECISION-MAKING

A. DAY-TO-DAY DECISIONS

EFILED 07/13/23 03:54 PM CASE NO. 23D333 Joseph P. Day, Clerk

EFILED 07/18/23 02:39 PM CASE NO. 23D333 Joseph P. Day, Clerk

Each parent shall make decision regarding the day-to-day care and control of the child while the child is residing with that parent. Regardless of the allocation of decision-making in this Parenting Plan, either parent may make emergency decision affecting the health or safety of the child.

B. MAJOR DECISIONS

Major decisions regarding the child shall be made as follows:

Educational	[X] Mother	[ ] Father	[ ] Joint
Non-emergency health care	[X] Mother	[ ] Father	[ ] Joint
Religious upbringing	[X] Mother	[ ] Father	[ ] Joint
Extracurricular activities	[X] Mother	[ ] Father	[ ] Joint
All Other Issues	[X] Mother	[ ] Father	[ ] Joint

III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Father's gross monthly income is: (RESERVED)
Mother's gross monthly income is: $5,698.00

1. The final child support order is as follows: The Father shall pay to the Mother as regular child support the sum of $ (RESERVED). This obligation shall continue each and every month thereafter until further Order of the Court.

If this is a deviation from the Child Support Guidelines, explain why: None

2. Retroactive Support: A judgment of (RESERVED) is hereby awarded to Mother against the child support payor (Father) representing retroactive support required under Section 1240-2-4.06 of the D.H.S. Income Shares Children Support Guidelines dating from 03/09/2023 (the date of filing) to 06/09/2023 (the requisite 90 days) which shall be paid, including pre/post judgment interest, at the rate of (RESERVED), until the judgment is paid in full.

3. All support and arrearage payments shall begin (RESERVED)

4. This support shall be paid:

[X] to the Central Child Support Receipting Unit, P.O. Box 305200, Nashville, TN 37229 and sent from there to the Mother at **2816 Barclay Drive, Nashville, TN 37206-1512**

[X] A Wage Assignment Order shall be issued to the Father's employer once his employer is known.

[X] Court approval must be obtained before child support can be reduced or modified.

EFILED 07/13/23 03:54 PM CASE NO. 23D333 Joseph P. Day, Clerk

EFILED 07/18/23 02:39 PM CASE NO. 23D333 Joseph P. Day, Clerk

B. FEDERAL INCOME TAX EXEMPTION

The [X] Mother [ ] Father is the parent receiving child support. The Mother shall be allowed to claim the following child as a dependent on her federal income tax and other such returns and claim the child tax credit for the child: **DaWayne Dapree Arms**

The Father shall claim the following children: **None**

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.

C. PROOF OF INCOME AND WORK-RELATED CHILDCARE EXPENSES

Work-related childcare presently costs the [X] Mother **$0.00 per month**. This amount shall be added to the Child Support Worksheet.

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

D. HEALTH, DENTAL, ORTHODONTIC, AND VISION INSURANCE

The current cost to maintain the child's health, dental, orthodontic, and vision insurance is:

[X] **$0.00 per month.** This amount shall be added to the Child Support Worksheet.

This health, dental, orthodontic and vision insurance on the child shall be:

[X] obtained and maintained by the Mother
[ ] obtained and maintained by the Father
[ ] obtained and 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 health, dental, orthodontic and vision 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 [X] both parties pro rata in accordance with their incomes (**which is RESERVED**). After insurance has paid its portion, the parent receiving the bill will send it to the other parent within ten (10) days. The other parent will pay his or her share within thirty (30) days of receipt of the bill.

EFILED 07/13/23 03:54 PM CASE NO. 23D333 Joseph P. Day, Clerk

EFILED 07/18/23 02:39 PM CASE NO. 23D333 Joseph P. Day, Clerk

E. LIFE INSURANCE

[X] **None.**

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

The child is scheduled to reside the majority of the time with the [X] **Mother**. 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 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 children 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.
[X] The Court DUE TO ORDER OF PROTECTION OR RESTRICTIONS.

Any modification must be commenced by notifying the other parent and the Court by [ ] written request [ ] certified mail [X] other: the filing of a Petition in the Sumner County Circuit Court and personal service on the other parent.

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.

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 the 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:

EFILED 07/13/23 03:54 PM CASE NO. 23D333 Joseph P. Day, Clerk

EFILED 07/18/23 02:39 PM CASE NO. 23D333 Joseph P. Day, Clerk

(1) The right to unimpeded telephone conversations with the children 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 children 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 children 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 children 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 hours of any hospitalization, major illness or injury or death of the children. The parent exercising parenting time when such event occurs shall notify the other parent of the event and shall provide all relevant health care providers with the contact information for the other parent;

(4) The right to receive directly from the children's school any educational records customarily made available to parents. Upon request from one parent, the parent enrolling the children 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 children'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 that includes a current mailing address and may further require payment of the reasonable costs of duplicating such records. These records include copies of the children'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 children'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 children;

(7) The right to be given at least forty-eight hours' notice, whenever possible, of all extracurricular school, athletic, church 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 children 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

EFILED 07/13/23 03:54 PM CASE NO. 23D333 Joseph P. Day, Clerk

EFILED 07/18/23 02:39 PM CASE NO. 23D333 Joseph P. Day, Clerk

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 children or children for more than forty-eight 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 children 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 children's education on the same bases that are provided to all parents including the right of access to the children 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 children'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.

EFILED 07/13/23 03:54 PM CASE NO. 23D333 Joseph P. Day, Clerk

EFILED 07/18/23 02:39 PM CASE NO. 23D333 Joseph P. Day, Clerk

(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 children.

VIII. PARENT EDUCATION CLASS

This requirement has been fulfilled by

[X] neither party

Failure to attend the parent education class within 60 days of this order may be punishable by contempt.

IX. COURT COSTS

Court costs are taxed as follows: to the Father for which execution shall issue, if necessary.

It is so **ORDERED** this 18th day of July 2023.

HON. STANLEY A. KWELLER, JUDGE

APPROVED FOR ENTRY:

LAURA TEK, #16523
P.O. Box 280987
Nashville, TN 37228-0987
615/851-2100
attorneylauratek@gmail.com
Counsel for Mother

EFILED 07/13/23 03:54 PM CASE NO. 23D333 Joseph P. Day, Clerk

EFILED 07/18/23 02:39 PM CASE NO. 23D333 Joseph P. Day, Clerk

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Judgment of Divorce and Parenting Plan was sent by U.S. First Class Mail, postage prepaid, to:

Waymon Arnes Arms, Jr.
2004 Riverside Drive
Nashville, TN 37216-4020

on this 13th day of July 2023.

LAURA TEK

EFILED 07/13/23 03:54 PM CASE NO. 23D333 Joseph P. Day, Clerk