STATE OF TENNESSEE

****

Karen Johnson
Batch # 1206814
11/20/2024 08:32:41 AM
Fees: $157.00 Taxes: $0.00
Davidson County
DEEDDIV
31 pgs
20241120-0090004

JUSTIN KIMBER
[Plaintiff(s)]

vs.

Docket No: ***23D1766***

MARIA DEL CARMEN MORENO
[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 September 4, 2024 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 November 20, 2024.

JOSEPH P. DAY CIRCUIT COURT CLERK

JOSEPH P. DAY, Clerk,

By: A. Muller
Deputy Clerk

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EFILED 09/04/24 01:04 PM CASE NO. 23D1766 Joseph P. Day, Clerk

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Justin Kimber,
Plaintiff/ Husband,

v.

Maria Del Carmen Kimber,
Defendant/ Wife.

Docket No. 23D1766

FINAL DECREE OF DIVORCE

This cause came on to be heard on September 4, 2024, before the Honorable Phillip Robinson, Judge for the Third Circuit Court of Davidson County, Tennessee, upon the Plaintiff's *Complaint for Divorce* filed on December 20, 2023. Present in open court were the Plaintiff, **Justin Kimber** ("Husband"), along with his counsel, Janae P. Davis, Esq.

Based upon the *Marital Dissolution Agreement* and *Permanent Parenting Plan* submitted to the Court for approval, testimony offered in open Court, statements of counsel and the entire record as a whole, the Court finds as follows:

1. There exists between the parties such irreconcilable differences as render a further continuation of the marriage impractical and impossible.
2. The *Marital Dissolution Agreement* submitted to the Court for approval is fair and equitable and should be approved and made the Order of this Court.
3. The *Permanent Parenting Plan* submitted to the Court for approval is in the best interest of the parties' minor children and should be approved and made the Order of this Court.

It is further **ORDERED, ADJUDGED AND DECREED** that Plaintiff, Justin Kimber, is hereby awarded an absolute divorce on the ground of irreconcilable differences and both parties are hereby restored to all the rights and privileges of unmarried persons.

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It is further **ORDERED, ADJUDGED AND DECREED** that the *Marital Dissolution Agreement* executed by the parties and submitted to this Court does make equitable and sufficient provision for the division of the marital properties, and the Court approves the *Agreement* and hereby adopts it in the entirety as a separate Order of this Court, and more particularly set out as follows, to wit:

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IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Justin Kimber,
Plaintiff/ Husband,

v.

Maria Del Carmen Kimber,
Defendant/ Wife.

Docket No. 23D1766

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between **Maria Del Carmen Kimber** (hereinafter referred to as "Wife") and **Justin Kimber** (hereinafter referred to as "Husband") subject to the following premises, terms and conditions:

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

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

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

2. **VENUE AND SERVICE OF PROCESS**: Each of the parties hereby acknowledges that a divorce action is pending under the above-style and docket number in the Circuit Court for Davidson County, Tennessee. The parties waive further service of process. Each of the parties hereby submits his or her person and property to the jurisdiction of this Court. Further, the

JK
Husband

MCK
Wife

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parties acknowledge that Wife is represented by Michael Rivas, Esq. and Husband is represented by attorneys Roland T. Hairston, Esq., Janae P. Davis, Esq., and Donielle M. Beaty (collectively, "Hairston & Associates").

3. **GOVERNING LAW**: This agreement shall be governed by the laws of the State of Tennessee in all respects.

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

5. **REAL PROPERTY**: The parties acknowledge that they own real property located at 4517 Queens Lane, Nashville, TN 37218 (later called "marital residence"). A complete legal description of such real property is as follows:

For and in consideration of the sum of three hundred twenty-two thousand one hundred forty and no/100 dollars ($322,140.00), cash in hand paid by the hereinafter named grantees, and other good and valuable considerations, the receipt of which is hereby acknowledged, we, celebration homes, LLC, a Tennessee Limited Liability company, hereinafter called the grantors, have bargained and sold, and by these presents do transfer and convey unto Maria del Carmen Kimber and Justin M Kimber, wife and husband, hereinafter called the grantees, their heirs and assigns, a certain tract or parcel of land in Davidson county, state of Tennessee, described as follows, to-wit:
Land in Davidson County, Tennessee, being Lot No. 97, on the Final Plat of Phase Three, Section Two, Carrington Place, of record in Instrument No. 20161117-0121371 and Instrument No. 20161130-0125787, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete and accurate description.

Wife shall retain all right, title and interest in the marital residence and Husband is hereby divested of the same. Wife shall be solely responsible for the mortgage and shall indemnify and hold Husband harmless on the same.

The parties acknowledge that they own real property located at 3317 Brome Lane, Nashville, TN 37218. A complete legal description of such real property is as follows:

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FOR AND CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH NI HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH SI HEREBY ACKNOWLEDGED, WE, Celebration Homes, LLC, HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO Justin M. Kimber and Maria D. Kimber, as joint tenants with rights of survivorship, HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND NI DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:
3317 Brome Lane, Nashville, TN 37218 Map 058-10-0-B Parcel 025.00-CO

Husband shall retain all right, title and interest in 3317 Brome Lane Nashville, TN 37218 and Wife is hereby divested of the same. Husband shall be solely responsible for the mortgage and shall indemnify and hold Wife harmless on the same.

The parties acknowledge that Wife is the sole owner of real property located at 718 Flint Ridge Drive, Whites Creek, TN 37189. A complete legal description of such real property is as follows:

For and inconsideration of the sum of TEN DOLLARS, cash in hand , by the hereinafter named Grantee(s) , and other good and valuable consideration, the receipt of which is hereby acknowledged, JULIAN JOBE AND KHIRA TURNER, HUSBAND AND WIFE, hereinafter called the Grantor(s), has/have bargained and sold, and by these presents do/does transfer and convey unto MARIA DEL CARMEN KIMBER, A MARRIED WOMAN hereinafter called the Grantee(s), his/her/its/their heirs, successors and assigns, that certain tract or parcel of land in DAVIDSON COUNTY, STATE OF TENNESSEE, described as follows, to wit:

Land in Davidson County, Tennessee, being Unit No. 716, established in the Declarations of Covenants, Conditions and Restrictions for Flint Ridge Homes, recorded as Instrument No. 20070124-0009978, and Surveyor's Certificate of Correction at Instrument No. 20190319-0025018, Register's Office for Davidson County, Tennessee and as depicted on the Site Plan for Flint Ridge Homes being Exhibit "C" of said Declarations of Covenants, Conditions and Restrictions for Flint Ridge Homes, all of record in Davidson County, Tennessee, to which Plan reference is hereby made for a more complete and accurate description.

Wife shall retain all right, title and interest in 718 Flint Ridge Drive Whites Creek, Tennessee 37189 and Husband is hereby divested of the same. Wife shall refinance the mortgage associated with the 718 Flint Ridge Drive residence within 120 days of the entry of the *Final*

Husband

Wife

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Decree of Divorce. Wife shall pay to Husband $131,666.42 as an equalization payment for any and all claims of equity Husband may have in the 718 Flint Ridge Drive residence.

Should Wife fail to refinance the property, and pay to Husband the above-named sum within 120 days of the entry of the *Final Decree of Divorce*, this residence shall be listed for sale by a real estate agent of Wife's choosing. The parties will split the proceeds of the sale evenly after deduction of the mortgage balance, realtor's fees, closing costs, applicable taxes, and other fees/expenses associated with the sale of the 718 Flint Ridge Drive residence. Until the refinance is complete or this residence is sold, Wife shall be solely responsible for the timely payment of the mortgage and shall indemnify and hold Husband harmless thereon.

6. **AUTOMOBILES**: Husband is awarded the 2018 GMC Acadia automobile free and clear of any claim of Wife, and Wife is divested of any right, title or interest therein and all interest shall vest solely in Husband. This vehicle is unencumbered.

Wife is awarded the 2018 Hyundai Elantra automobile free and clear of any claim of the Husband, and Husband is divested of any right, title or interest therein and all interest shall vest solely in Wife. This vehicle is unencumbered.

Wife is awarded the 2018 Mitsubishi Outlander automobile free and clear of any claim of the Husband, and Husband is divested of any right, title or interest therein and all interest shall vest solely in Wife. This vehicle is unencumbered.

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

Husband

Wife

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

8. **BANK ACCOUNTS**: Each of the parties is awarded the contents of any checking, savings or other bank account listed in his or her name individually free and clear of any claim of the other party.

The parties acknowledge they have five (5) joint bank accounts which shall be divided as follows: Regions Checking account (Last 4: [redacted] shall be awarded to Husband, and Regions Checking account (Last 4: [redacted] shall be awarded to Wife. The parties shall meet together to sign any necessary documents at the bank to effectuate this transfer within 30 days of the entry of the *Final Decree of Divorce*.

The parties shall equally split then close the contents of their Regions Saving account (Last 4:6329), Regions bank account (Last [redacted] and Bank of America UTMA (Uniform Transfer to Minors Act) account (Last [redacted] The parties shall meet together to sign any necessary documents at the bank to effectuate this closure within 30 days of the entry of the *Final Decree of Divorce*.

9. **MAJOR MEDICAL INSURANCE**: The parties are not on the same health insurance policy and acknowledge that the provisions of T.C.A. §56-7-2366 do not apply in this cause.

10. **DEBTS AND OBLIGATIONS**: The parties acknowledge they have one (1) joint debt with Regions Bank in the form of a Home Equity Line of Credit account (last [redacted] for the marital residence located at 4517 Queens Lane, Nashville, TN 37218. Wife shall be solely responsible for the timely payment of the joint debt and shall indemnify and hold Husband

Husband

Wife

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harmless thereon.

Each of the parties shall be responsible for paying any debt, credit card or charge account listed in his or her name individually and shall indemnify and hold the other party harmless thereon.

Neither party shall charge or cause to be charged to the other party any purchases that either of them may make after this agreement is entered into and shall not create any engagements or obligations in the name of or against the other nor shall either party hereafter secure or attempt to secure any credit upon or in connection with the other. Each warrants that there are no charges on the other's credit that have not been fully revealed to the other. All credit and charge card have been returned to the person responsible for the account. If there are any such unrevealed charges, the party making those charges shall be responsible for the payment of those unrevealed charges.

NOTICE: Pursuant to T.C.A. §36-4-134 this Marital Dissolution Agreement does not necessarily affect the ability of a creditor to proceed against a party or a party's property, even though the party is not responsible under the terms of this Agreement for an account, any debt associated with an account or any debt. It may be in a party's best interest to cancel, close or freeze any jointly-held accounts.

11. **RETIREMENT**: Each spouse shall be awarded any pension or other plan or account that is qualified under the Internal Revenue Code in their name free and clear of any claim by the other party.

12. **EQUALIZATION PAYMENT**: In order to equitably divide the net assets and debts of the marital estate, Wife shall pay to Husband the lump sum of $50,000.00 within thirty (30) days of the entry of the *Final Decree of Divorce*. In the event Wife does not pay the $50,000.00

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within thirty (30) days, Wife shall pay Husband a minimum of $1,500.00 per month until the $50,000.00 is paid in full. Wife has the option to give Husband the $50,000.00 minus any monthly payments she has already made after thirty (30) days of the entry of the *Final Decree of Divorce*. Example, in the event Wife does not make the $50,000.00 lump sum payment within thirty (30) days of the entry of the *Final Decree of Divorce,* then Wife shall give Husband the monthly payment of $1,500.00. If Wife makes the $1,500.00 monthly payment for 5 months, then chooses to complete the rest of the equalization payment in a lump sum, then the lump sum payment would be reduced by $7,500.00 ($1,500.00 x 5) and Wife would make a lump sum payment to Husband of $42,500.00.

13. **ALIMONY**: The parties agree that neither shall pay spousal support to the other.

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

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

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

Husband

Wife

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

17. **RELEASE OF TORT CLAIMS**: For and in consideration of the dispositions of the parties' various properties, assets and liabilities as set forth herein, and in consideration of the execution of this Agreement by each of the parties, each party does hereby release, discharge and forever waive any tort action or claim which he or she may have against the other party of any kind or of any nature whatsoever. Each party further releases any claim they may have in the proceeds received by the other party as a result of any tort and/or personal injury action heretofore resolved, currently pending, or hereafter initiated by either party against third parties.

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

19. **CREDITOR CLAIM RECOVERY**: 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

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

20. **ENFORCEMENT**: In the event it becomes reasonably necessary for either party to institute legal proceedings to procure enforcement of any provisions of this Agreement or any Permanent Parenting Plan incorporated into the *Final Decree of Divorce*, he or she will also be entitled to judgment for reasonable expenses, including attorney's fees, incurred in prosecuting said action.

21. **RATIFICATION & INCORPORATION**: It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in The Circuit Court for Davidson County, Tennessee and submitted to the Court for ratification and incorporation into the *Final Decree of Divorce* between the parties.

22. **ENTIRE AGREEMENT**: This Agreement contains the entire understanding of the parties. There are no representations, warranties, or promises other than those expressly set forth herein. It is understood and agreed between the parties that this Agreement is intended to be a full, final and complete settlement of all property rights and support rights and obligations of the respective parties hereto and shall constitute a discharge from all claims arising out of their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other all rights and claims which each may have or hereafter acquire under law of any jurisdiction with respect to the other's property, including without limitation, dower, curtsy, statutory allowance, homestead, descent or distribution, or right to act as administrator or executor of the other's estate except as provided by the terms of this Agreement. Both parties

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acknowledge that, had this matter gone to trial, they may have received more or less than they are individually receiving under this Agreement. This Agreement applies to all property now owned by the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

23. **SUCCESSORS & ASSIGNS**: This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs, and assigns.

24. **VOLUNTARY EXECUTION**: It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason, promise or consideration not herein stated. Neither party is at the time of this agreement under the influence of any intoxicant or drug that would impair his or her judgment and neither party is experiencing any psychological problem or condition that would impair his or her judgment other than the stress normally expected in a divorce. 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.

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

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

27. **ALTERATION OR CANCELLATION**: This Agreement may be altered, amended, or

Husband

Wife

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canceled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement. Failure of either party to insist upon strict performance of any part of any of the provisions of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

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

29. **PRIOR TAX LIABILITY**: If, in any connection with any joint Federal Income Tax Returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due shall be borne by the party at fault for the deficiency. Each party represents and warrants that all information supplied for all tax returns during the marriage are, in all respects, true, correct and fully and accurately reflect income and deductions for those years. In the event any additional documentation is needed regarding any joint Federal Income Tax Returns heretofore filed by the parties (e.g. a Federal Income Tax Amendment), the parties shall reasonably cooperate with one another to execute and submit said paperwork.

The parties agree to file separate tax returns for the year 2023. Any amount owed shall be the sole responsibility of that party, who shall indemnify and hold harmless the other party for any liability related to said debt. Any refund owed to either party shall be awarded to that party

Husband

Wife

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free and clear of any claim of the other party.

30. **NO TAX ADVICE**: Both parties acknowledge that neither of them are relying upon any tax advice from their respective attorneys and that said attorneys have expressed no expertise regarding tax ramifications or tax consequences arising out of this Agreement. Each of the parties have been advised by their attorneys to seek tax counseling regarding the consequences of this Agreement from their own accountant or tax attorney and each of the parties acknowledge that they have had an opportunity to do so. Both parties understand that they may have liability to the Internal Revenue Service that may transcend any provisions of this agreement and that legal counsel for the parties has not served as a tax advisor for either party.

31. **WAIVER OF DISCOVERY**: By signing this agreement, both parties acknowledge their respective rights under the Tennessee Rules of Civil Procedure, to participate in written interrogatories, requests for production of documents and/or oral depositions as a part of this proceeding. Both parties agree that they have had such access to records, documents, accounts, things, experts, and information as they desire prior to entering into this agreement and both parties acknowledge that they have individually decided to enter into this agreement without exercising their right to complete any further discovery. Both parties understand that it may be in his or her best interest to participate in written discovery. Both parties waive the right to undergo further discovery and desire to enter into this agreement to settle this matter according to the terms set forth in this Agreement, subject to the Court's approval.

32. **REVOCATION OF PERMISSION**: Upon the signing of this Agreement, both parties hereby revoke and cancel any prior permission given to the other party or their agents, at any time, to use the other party's passwords of any kind or to access the other party's accounts of any kind, including, but not limited to: cellular and telephone records, email accounts, bank accounts,

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social media accounts, entertainment media and access to either party's devices including, but not limited to, the other party's computer, cellular telephone, tablet, or any other device or digital identity, profile or account. Permission is further revoked from access to any areas which the other person may have an expectation of privacy, whether tangible or intangible. Any use of the information described above or any access to any accounts, devices, or areas described above, without the express written consent of the other party shall be considered a violation of the other party's privacy rights.

Husband

Wife

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

HUSBAND

WIFE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the above County and State, the above-named, **Justin Kimber**, with whom I am personally acquainted or otherwise provided satisfactory identification and who executed the foregoing document for the above-described purposes on this the 19th day of August, 2024.

Janae P. Davis
Notary Public

My Commission Expires: 7/7/2027

JANAE P. DAVIS
STATE OF TENNESSEE
NOTARY PUBLIC
My Commission Expires on 07/07/2027
DAVIDSON COUNTY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the above County and State, the above-named, **Maria Del Carmen Kimber**, with whom I am personally acquainted or otherwise provided satisfactory identification and who executed the foregoing document for the above-described purposes on this the 15th day of August, 2024.

Notary Public

My Commission Expires: September 8, 2025

TAYLOR EZELL
STATE OF TENNESSEE
NOTARY PUBLIC
My Commission Expires on 09/08/2025
DAVIDSON COUNTY

Husband

Wife

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It is further **ORDERED, ADJUDGED AND DECREED** that the *Permanent Parenting Plan* executed by the parties and submitted to this Court does make adequate and sufficient provisions for the care and custody of the parties' minor children and is in the best interest of the minor children. Said *Permanent Parenting Plan* is hereby adopted in the entirety as a separate *Order* of this Court, and more particularly set out as follows, to wit:

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STATE OF TENNESSEE	THIRD CIRCUIT COURT	DAVIDSON COUNTY
AGREED PERMANENT PARENTING PLAN ORDER		DOCKET NO. 23D1766
PLAINTIFF JUSTIN KIMBER, FATHER	DEFENDANT MARIA DEL CARMEN MORENO, MOTHER	

The mother and father will behave with each other and each child so as to provide a loving, stable, consistent and nurturing relationship with their children. 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.

Child's Name	Date of Birth
Amy Kimber	10/5/2017
Damian Kimber	10/12/2012
Landon Kimber	12/31/2010
Jadon Kimber	3/18/2008

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 parties shall be designated as Joint Primary Residential 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

B. DAY-TO-DAY SCHEDULE

The parties shall have alternating one-week periods of parenting time from Sunday at 6:00 p.m. to the following Sunday at 6:00 p.m.

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

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C. HOLIDAY SCHEDULE AND OTHER SCHOOL FREE DAYS

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

	MOTHER	FATHER
Mother's Day Weekend‡	EVERY	NONE
Father's Day Weekend‡	NONE	EVERY
Thanksgiving**	ODD	EVEN
Child's Birthday	See below.	

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:

‡ Mother's Day Weekend & Father's Day Weekend shall be from pickup from school on the Friday preceding the holiday (6:00 p.m. if a non-school day) until 9:00 a.m. on Monday after the holiday.

**Thanksgiving – Thanksgiving shall be from Wednesday when school releases until Sunday at 6:00 p.m.

Child's Birthday – Each parent shall be allowed to spend at least 1 hour with the child on the child's birthday.

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

D. FALL VACATION

In odd-numbered years, Father shall have the children for Fall Vacation from the day and time school is released until 6:00 p.m. on the evening before school resumes.
In even-numbered years, Mother shall have the children for Fall Vacation from the day and time school is released until 6:00 p.m. on the evening before school resumes.

E. WINTER (CHRISTMAS) VACATION

Father shall have the children from the day and time school is dismissed until the evening before school resumes in odd-numbered years. Mother shall have the children from the day and time school is dismissed until the evening before school resumes in even-numbered years.

F. SPRING VACATION

In odd-numbered years, Mother shall have the children for Spring Vacation from the day and time school is released until 6:00 p.m. on the evening before school resumes.
In even-numbered years, Father shall have the children for Spring Vacation from the day and time school is released until 6:00 p.m. on the evening before school resumes.

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G. SUMMER VACATION
The day-to-day schedule shall apply.

H. TRANSPORTATION ARRANGEMENTS
The place of meeting for the exchange of the children shall be the parent beginning his/her parenting time shall pick the children up from the children's school unless the exchange is at a day/time when the school is closed in which case the parent beginning his/her parenting time shall pick the children up from the other parent's residence.

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 *(Not applicable)*

J. OTHER
The following special provisions apply:

1. OTHER PARENTING TIMES: The children shall be entitled to spend time with each parent at times other than as stated above as agreed upon by the parties. Both parties are encouraged to have flexibility and reciprocity in arranging other time-sharing periods.
2. CHANGE OF ADDRESS OR PHONE NUMBER: Each party will notify the other parent of any change of address or phone number within 24 hours of the change.
3. SCHOOL CALENDAR: The dates for the Fall, Winter, Spring and Summer Vacation shall be observed in accordance with the public-school calendar in the county where the Primary Residential Parent resides even if the child is not yet enrolled in school. Once the child enters Kindergarten, the parties shall follow the school calendar for the school where the child is enrolled.

II. DECISION-MAKING

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

B. MAJOR DECISIONS
Major decisions regarding each child shall be made as follows:

Educational decisions	Joint
Non-emergency health care	Joint
Religious upbringing	Joint
Extracurricular activities	Joint

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III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Father's gross monthly income is $3,813.33
Mother's gross monthly income is $4,000.00

1. The final child support order is as follows:
   a. Mother shall pay to Father as regular child support the sum of $0.00 monthly.
   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: Each party has sufficient means to support the children during his/her parenting time.

   The presumptive amount of the child support (without the deviation): $32.00

   How is the application of the Guidelines unjust or inappropriate?
   The tracking or payment of such a small obligation is not in the best interest of the children.

   How is the best interest of the child served?
   Each party has sufficient means to support the children during his/her parenting time.

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

2. Retroactive Support: Neither parent shall owe retroactive child support to the other.

3. Payments shall begin on the 1st day of the month following entry of the *Final Decree of Divorce*.
This support shall be paid directly to the other parent.

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*

Father is the parent receiving child support.
Mother shall claim all minor children D.K. and J.K. every year.
Father shall claim the minor children A.K. and L.K. every year.

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.

* 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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- The completed form required by the Department of Human Services shall be sent to the Department on or before the date the federal income tax return is due by the parent paying child support. *This requirement applies only if a parent is receiving benefits from the Department for a child.*

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

D. HEALTH AND DENTAL INSURANCE

Reasonable health insurance on the children shall be maintained by Father through TennCare for so long as he is eligible.

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 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.

Father shall maintain dental, orthodontic, and optical insurance on the minor children through TennCare for so long as he is eligible.

E. LIFE INSURANCE

Each party shall insure his/her own life in the minimum amount of $50,000 by whole life or term insurance. Until the child support obligation has been completed, each policy shall name the children as sole irrevocable primary beneficiary, 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

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

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

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In the dispute resolution process:

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

VI. RIGHTS OF PARENTS

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

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

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

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

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

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

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

(7) The right to be given at least forty-eight (48) hours notice, whenever possible, of all extracurricular school, athletic, church activities and other activities as to which parental

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participation or observation would be appropriate, and the opportunity to participate in or observe them. The parent who has enrolled the child in each such activity shall advise the other parent of the activity and provide contact information for the person responsible for its scheduling so that the other parent may make arrangements to participate or observe whenever possible, unless otherwise provided by law or court order;

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

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

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VII. NOTICE REGARDING PARENTAL RELOCATION

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

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

(1) Statement of intent to move;

(2) Location of proposed new residence;

(3) Reasons for proposed relocation; and

(4) Statement that absent agreement between the parents or an objection by the non-relocating parent within thirty (30) days of the date notice is sent by registered or certified mail in accordance with subsection (a), the relocating parent will be permitted to do so by law.

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

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

VIII. PARENT EDUCATION CLASS

This requirement has been fulfilled by neither.

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

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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 worksheets are true and correct. ***(A notary public is required if this is a proposed plan by one parent. A notary public is required if this is an agreed plan by both parents.)***

Mother — 08/15/24 Nashville, TN
Date and Place Signed

Sworn to and subscribed before me this 15th day of August, 2024

My commission expires: September 8, 2025 — Notary Public

TAYLOR EZELL NOTARY PUBLIC STATE OF TENNESSEE My Commission Expires on 09/08/2025 DAVIDSON COUNTY

Father — Date and Place Signed

Sworn to and subscribed before me this 19th day of August, 2024

My commission expires: 7/7/2027 — Notary Public

JANAE P. DAVIS NOTARY PUBLIC STATE OF TENNESSEE My Commission Expires on 07/07/2027 DAVIDSON COUNTY

APPROVED FOR ENTRY:

/s/ Janae P. Davis
Roland T. Hairston, II, BPR #31473
Janae P. Davis, BPR #38119
615 Main Street, Suite 106
Nashville, TN 37206
Phone: (615) 428-7345
Email: attorney@rolandhairston.com
janae@rolandhairston.com
Counsel for Father

/s/ Michael D. Rivas Signed with permission by gpd
Michael D. Rivas, BPR #031275
615 Main Street, Suite 104a
Nashville, TN 37206
Phone: (615) 200-8552
Email: michael@michaelrivaslaw.com
Counsel for Mother

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: _____

It is so ORDERED this the 4 day of September, 2024.

Judge Phillip Robinson

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Effective as of 10/01/2021

State of Tennessee - Department of Human Services
Child Support Worksheet

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:	Maria Del Carmen Kimber	X		
Name of Father or Parent 2:	Justin Kimber		X	
Name of non-parent Caretaker:				

TCSES case #:
Docket #: 23D1766
Court name: Third Circuit Court Davidson County, TN

Name(s) of Child(ren)	Date of Birth	Days with Mother or Parent 1	Days with Father or Parent 2	Days with Caretaker
Amy Kimber	10/5/17	182.5	182.5	
Damian Kimber	10/12/12	182.5	182.5	
Landon Kimber	12/31/10	182.5	182.5	
Jadon Kimber	3/18/08	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		$ 4,000.00	$ 3,813.33	
1a	Federal benefit for child		+	+	
1b	Self-employment tax paid		-	-	
1c	Subtotal		4,000.00	3,813.33	
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)		$ 4,000.00	$ 3,813.33	
2a	Combined Adjusted Gross Income	$7,813.33			
3	Percentage Share of Income (PI)		51%	49%	
3a	Means Tested Income only (Y/N)		N	N	

Part III. Parents' Share of BCSO

		Mother or Parent1 \ Column A	Father or Parent 2 \ Column B	Nonparent Caretaker \ Column C
4	BCSO allotted to primary parent's household	$ 1613.00	$ 0.00	$ 0.00
4a	Share of BCSO owed to primary parent	$ 0.00	$ 790.37	
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	-822.63	
6b	Adjusted BCSO (92 or more days)	32.26	0.00	
7	Calculated BCSO	$ 32.26	$ 0.00	

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State of Tennessee - Department of Human Services
Child Support Worksheet

Part IV. Additional Expenses

		Mother or Parent 1 \ Column A	Father or Parent 2 \ Column B	Nonparent Caretaker \ Column C
8a	Children's portion of health insurance premium	$	$	$
8b	Recurring uninsured medical expenses	$	$	$
8c	Work-related childcare	$	$	$
9	Total additional expenses	$ 0.00	$ 0.00	$ 0.00
10	Share of additional expenses owed	$ 0.00	$ 0.00	
11	Adjusted Support Obligation (ASO)	$ 32.26	$ 0.00	

Part V. Presumptive Child Support Order

		OBLIGATION	
12	Presumptive Child Support Order (PCSO)	$ 32.00	$ 0.00

* 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): Each party has sufficient means to support the children during his/her parenting time. The tracking or payment of such a small obligation is not in the best interest of the children	$ -32.00	$
15	Adjusted for Minimum Order (Y/N)	N	N
16	Final Child Support Order (FCSO)	$ 0.00	$ 0.00
17	FCSO adjusted for Federal benefit, Line 1a. Obligor's column.	$ 0.00	$ 0.00

Comments, Calculations, or Rebuttals to Schedule

Preparer's Use Only

Name: Jaime P. Davis, Esq. Date: 8/16/24

Title: Counsel for Father

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It is further **ORDERED** that each of the parties shall be responsible for paying his or her own attorney's fees and Wife shall pay the unpaid court costs in this cause, for which execution may issue, if necessary, as set forth in the parties' *Marital Dissolution Agreement.*

It is further **ORDERED** that attorneys Roland T. Hairston, II, Esq., Janae P. Davis, Esq., Donielle M. Beaty, Esq., and the Law Office of Roland T. Hairston & Associates are hereby released as attorneys of record and surety for Plaintiff.

It is further **ORDERED** that attorney, Michael D. Rivas, Esq. is hereby released as attorney of record and surety for Defendant.

NOTICE: Pursuant to T.C.A. §36-4-134 this *Final Decree* does not necessarily affect the ability of a creditor to proceed against a party or a party's property, even though the party is not responsible under the terms of this Agreement for an account, any debt associated with an account or any debt. It may be in a party's best interest to cancel, close or freeze any jointly-held accounts.

SO ORDERED this 4 day of September 2024.

Hon. Phillip Robinson, Judge

Approved for entry:
HAIRSTON & ASSOCIATES

/s/ Janae P. Davis
Roland T. Hairston, II, BPR #031473
Janae P. Davis, BPR #038119
Donielle M. Beaty, BPR #038420
615 Main Street, Suite 106
Nashville, Tennessee 37206
Phone: (615) 428-7345
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Janae@RolandHairston.com
Donielle@RolandHairston.com
Counsel for Husband

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Certificate of Service

I, the undersigned attorney, do hereby certify that a true and exact copy of the foregoing document has been served upon the person(s) located at the address indicated below via Local e-Filing Rule 8 and traditional mail on August 29, 2024 to:

Michael D. Rivas, Esq.
615 Main Street, Ste. 104a
Nashville, TN 37206

/s/ Janae P. Davis
Janae P. Davis