STATE OF TENNESSEE

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CHRISSY ANN GRIMES ROBERTS
[Plaintiff(s)]

vs.

Docket No: ***22D975***

CARL EDWARD ROBERTS
[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 26, 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 15, 2024.

JOSEPH P. DAY CIRCUIT COURT CLERK

JOSEPH P. DAY, Clerk,

By: _____
Deputy Clerk

COPY

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IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CHRISSY ANN GRIMES ROBERTS,	)	
	)	
Plaintiff/Wife,	)	
	)	
vs.	)	
	)	
CARL EDWARD ROBERTS,	)	
	)	**Docket No. 22D-975**
Defendant/Husband,	)	
	)	
vs.	)	
	)	
TAMMY L. GRIMES,	)	
	)	
Third-Party Plaintiff.	)	

FINAL DECREE OF ABSOLUTE DIVORCE

This cause came on to be heard on July 23 and 31, 2024 before the Honorable Phillip Robinson, Judge of the Third Circuit Court for Davidson County, Tennessee upon the Plaintiff/Wife, Chrissy Ann Grimes Roberts' Complaint for Divorce, Defendant/Husband, Carl Edward Roberts' *pro se* Answer, Third-Party Plaintiff, Tammy Lynn Grimes' Waiver of Service of the Divorce Complaint, Answer to Original Complaint and Counter-Complaint, Wife's Answer to Third-Party Counter-Complaint, Husband's Answer to Third-Party Complaint, testimony of the parties and witnesses in open court, exhibits submitted to the Court for review and consideration, statement of counsel and the entire record from all of which the Court finds as follows:

PROCEDURAL HISTORY

The Wife filed her complaint for divorce on June 29, 2022.

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On September 1, 2022, the Wife forwarded her first set of interrogatories and requests for production of documents to the Husband.

On October 28, 2022, the Wife filed a motion to compel discovery.

On November 18, 2022, the Court entered an order to compel discovery giving the Husband until December 5, 2022 to fully and completely respond to discovery. Although the Husband made an effort, his responses were deficient.

On January 13, 2023, the Wife filed her Second Motion for Sanctions.

On March 17, 2023, at the request of the Wife, the Court waived mediation. The Husband had still not complied with discovery. The Wife did not anticipate that the Husband would participate in mediation; and she sought to minimize attorney's fees.

By order entered March 27, 2023, based on the fact that the parties had entered into an agreed Permanent Parenting Plan, the Court reconsidered mediation and ordered the parties to attend mediation with mediator Lisa Webb. The mediation was scheduled for June 21, 2023. Despite the Court's order compelling the Husband to attend mediation, counsel for the Wife received a telephone call from the Husband on the morning of June 21, 2023 advising that he would not be attending mediation. The Husband's contumacious behavior further delayed this action and resulted in the Wife incurring additional attorney's fees.

On June 23, 2023, counsel for the Wife filed a subsequent Motion for Sanctions requesting that the Court strike the Husband's pleadings and grant the Wife a default judgment in this cause. By order dated July 1, 2023, more than year after the Wife filed her complaint for divorce, the Court granted the Wife's requested relief based on the Husband's repeated delays in this cause by

failing to file an answer, failing to supply written discovery responses that had been propounded approximately ten (10) months before and failure to attend mediation.

On September 22, 2023, the Husband, through newly-retained counsel, filed a motion to set aside the order of default and to add a third party to the lawsuit being the Wife's mother, Tammy Lynn Grimes, with whom the parties owned certain real property. The Husband had not cured the defects in his discovery. For that reason, the Court denied the Husband's motion. However, in its ruling of October 26, 2023, the Court provided that should he cure his deficient discovery and participate in mediation, the Court would entertain another request to set aside the default judgment and reinstate his pleadings.

The Court granted the request that Tammy Lynn Grimes, mother of the Wife, be joined in as an indispensable third party. The Court also found that attorney W. H. Stephenson, II could represent both the Wife and her mother upon both parties signing a waiver of possible conflict. Third-Party Plaintiff, Tammy Lynn Grimes, and her daughter, the Wife herein, signed appropriate waivers. (See Collective Trial Exhibit #17, Waiver of Conflict-of-Interest affidavits of Chrissy Ann Grimes Roberts and Tammy Lynn Grimes.) Counsel for the Husband subsequently withdrew, and the Husband never cured his deficient discovery nor did he participate in mediation as ordered by the Court.

This cause was set for default hearing on July 23 and 31, 2024. The Husband appeared as did the Wife with her corroborating witnesses, the Wife's mother, Tammy L. Grimes, and their attorney, W. H. Stephenson, II. The Court addressed the Husband, advising him that because of the default judgment against him, the Court would not allow him to present evidence but would allow him to observe the proceedings. The Court further addressed the Husband and suggested that the parties could minimize the expense of the hearing if the Husband was prepared to stipulate that if

the Court heard the testimony in this cause, the Court could find that the Wife had grounds for divorce and allow the Court to declare the parties divorced pursuant to T.C.A. §36-4-129. The Husband declined.

The Court proceeded with the hearing and finds, based on the unrebutted testimony of the Wife, that the parties were able to enter into an agreed-upon Permanent Parenting Plan. The Court reviewed the Permanent Parenting Plan and found it to be in the best interest of the parties' minor child, adopted same and made it the order of the Court. (See Trial Exhibit #3.)

The Court further finds that this is a marriage of approximately ten (10) years. The parties were married on September 7, 2014 in Nashville, Davidson County, Tennessee. They are the parents of one (1) minor child, C.E.R., who is approximately 11 years of age and the subject of the Permanent Parenting Plan referenced above.

The Wife called her first witness, Tiffany Mallory. Ms. Mallory is a cousin to Plaintiff Chrissy Roberts. She testified that she had known her cousin all of her life. Her cousin was married to Carl Roberts. She testified that before her marriage to the Husband, the Wife would always answer her own phone. After the marriage, however, the Husband would always answer her phone. The witness would ask to speak to her cousin, and the Husband would respond, "Oh, I killed her a little while ago." Sometimes he would act like he was not on the telephone, but he was actually listening in on the conversation. The witness also heard the Husband called the Wife a "fat ass" and an "idiot." On one occasion, he said that she could not come to the phone because he had hit her in the head with a frying pan, she would bleed out soon and their son was saying goodbye to her. The witness further testified that the Husband always accused the Wife of being unfaithful. The witness testified that the Wife was never unfaithful to him. On one occasion, the Wife and the Husband were going to a fancy restaurant. The witness gave the Wife a make-over. The Wife was

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excited about going to a nice restaurant with the Husband. However, she seemed terrified that she might miss his telephone call and somehow upset him. When he came home, he was very belligerent and continued to get worse as the day went on. The Husband would often make racial slurs, telling her that she was a ni_ _er lover, and she should go on and "suck more black dicks." The witness heard him say this on more than one occasion. The witness testified that the Husband's outrageous statements upset the Wife. The witness testified that when her cousin and the Husband were first married, the Wife seemed happy and smiled all the time. As the marriage went on, there were no more smiles, and the Wife seemed isolated and unhappy. The Court finds the testimony of witness Tiffany Mallory to be clear, unambiguous and credible and corroborated by other witnesses' testimony

The Wife called her next witness, Jennifer Barton. Ms. Barton is disabled, blind and confined to a wheelchair. She testified that she knew Chrissy and Carl Roberts. The witness is the Husband's niece. The witness testified that on October 31, 2020 while visiting the parties' home, the Defendant/Husband said that he was going to build a house for his Wife and son to live in. She testified that he stated that he was not worried about being kicked out because he was on the deed. The Court finds the testimony of witness Jennifer Barton to be credible.

The Wife called her next witness, Stephanie Mallory, also her cousin. The witness testified that she had known her cousin, Chrissy, all of her life. She also knew Chrissy's husband, Carl Roberts, and Chrissy's mother, Tammy Grimes. The witness and Chrissy talked almost every day. In approximately January 2022, the Wife called the witness, and Chrissy was whispering. The witness could hear the Husband in the background saying that the Wife was a "retard" and was putting her down. The Wife reminded him that he had a son, and he said, "I have four (4) sons and did not want this one." He called her a ni_ _ er lover and said that she sucked black dicks and

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would have to suck dicks to take care of the parties' son. He also called her a "dumb bitch." The Wife receives a Supplemental Security Income Payment Benefit in the amount of $943 per month. (See Trial Exhibit #2.) The Husband said he was using her Supplemental Security Income payment card. He said he had enough money to leave and that he was going to shoot her between the eyes. When the Wife suffered a broken arm, he would purposely hit her on the injured arm and said that he had the right to put his hands on her anytime he wanted. The witness had a conversation with the Husband about his employment. He admitted that he would be gone all day and when he home returned in the evening, he would have been drinking. He usually had at least one drink per day and sometimes three (3) or four (4) drinks per day. She saw him drunk on numerous occasions including a birthday party in 2001. He was very intoxicated, loud and aggressive. He did not want his Wife to have friends or socialize with other people. The Court finds the testimony of this witness to be credible and corroborated by testimony of other credible witnesses.

The Court next heard testimony from the Wife, Chrissy Roberts. She testified that she lived at 335 Willard Drive in Nashville with her mother, her son, Carl Roberts, Jr., and the Husband until the parties separated. She is requesting a divorce on the grounds of inappropriate marital conduct. The parties separated on or about January 15, 2022. The Wife testified that the Husband would become intoxicated and mistreat her, calling her terrible names and accusing her of being unfaithful. (See Trial Exhibit #7 being a text message from the Husband on Tuesday, August 2, 2022 at 10:59 p.m. where he admits to inappropriate behavior with other women and his disgusting statements directed toward the Wife. Also see Trial Exhibit #8 dated Wednesday, June 29, 2022 at 3:16 a.m. that the Husband sent to the Wife's cousin.) She testified that she had never been unfaithful to her Husband during the marriage. When he was drunk, he would physically assault her, striking her and pulling her hair. On one occasion, he took a broomstick and hit her in the

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back. In order to protect herself, she would often run and get in her car and lock the door. He would try to get in and on one occasion, he broke the door handle. On 40 to 50 occasions, she had to flee the house to prevent him from physically abusing her. On numerous occasions, she and her minor son would have to get in the car, drive away from the house, and pull into a parking lot somewhere and spend the night. When she and the Husband were first married, he did home renovations. She does not work outside the home and currently receives Supplemental Security Income benefits of $943 per month which represents her total monthly income. (See Trial Exhibit #2.) She began receiving these benefits shortly after the marriage. The parties were saving to build a home on the property that her mother owned and where her mother's home was located. On one occasion, she asked the Husband to take her and their son on a vacation to Florida. During the trip, he became angry with her, called her a fool and said that she belonged with the retarded people in the presence of their son. The Husband quit working in July of 2021. He began claiming that he was disabled. He applied for Social Security benefits but has been denied. The Husband has acknowledged that he suffered a severe drinking problem, especially after the passing of his mother. He has previously testified in court that he currently resides in a halfway house for recovering alcoholics and addicts. He has lived there approximately two (2) years and insists that he has been sober during that time. When the Wife's Supplemental Security Income benefits would arrive each month, she would turn them over to the Husband. He would put them in the bank and use that money to pay for utilities at the residence they shared with her mother. At one point, she received a lump-sum of approximately $15,000. She gave it to the Husband to help support the family expenses. On one occasion, he left a loaded pistol sitting out on the counter where her son might find it. He was extremely intoxicated at the time. She found the gun and hid it. She eventually turned the gun over to her Husband's oldest son who came by and picked it up. Her Husband's mother passed away.

His drunken behavior in front of the Wife, her mother and their son became intolerable. Before his mother's passing, he drank at least three times per week but after she died, he began drinking every night.

In approximately May 2017, the Wife, her mother, Ms. Grimes, and the Husband met. Her mother wanted to assure that her daughter and grandson would be taken care of. She agreed to put her daughter and son-in-law's names on the deed to the property as co-owners conditioned on the Husband building a detached dwelling house for her daughter, her son-in-law and her grandson to live in. The transfer of the property was also conditioned upon the Husband paying the utilities and property taxes at their current jointly-shared residence and the Husband completing the detached house on the property within two (2) years. The Mother signed a quitclaim deed quitclaiming her interest to the three of them: the mother, her daughter, Chrissy, and her son-in-law, Carl Roberts. (See Collective Trial Exhibit #5.) After his name was added to the deed on the property, the Husband began to bring home more and more junk and unused building supplies. He had to build a new storage shed to house and protect these items. The Husband's relationship with his mother-in-law became strained because of the junk and clutter he put on the property. The Mother received two (2) letters from Metro Codes regarding the unsightly storage sheds and the junk on her property.

The Husband did make some improvements to his mother-in-law's home, but she testified that she had always paid him for such renovations. He began renovating a bathroom in the mother's home but never finished the job. (See Trial Exhibit #9 showing the incomplete state of the bathroom and subsequent damage to the bathroom caused by the Husband while intoxicated.) He painted the outside and the inside of the house. Unfortunately, he would sometimes fail to complete projects, some of which were his own idea. He renovated the garage turning it into a bedroom.

However, he failed to complete the renovation, leaving the garage door as one of the exterior walls. The Wife testified that she never received her child support on Friday as was ordered. When he was drunk and angry, he threatened to shoot her between her eyes and watch the blood run down her head. The parties' son heard his father make these threats against his mother. When the parties separated, the Husband left with his van and also took a pickup truck that the mother had given him. He also took all of the tools that he had purchased during the marriage, which were marital property. He also took $18,000 out of the parties' safe. Despite his agreement that he would build the parties a house on the mother's property, he never even started such a project.

The Wife has prepared an exhibit listing the parties' marital property that they acquired during the marriage. (See Trial Exhibit #6.) The Wife has designated various items of personal property including her opinion of their value and marking those items she wished to be awarded and those items that she felt the Husband would want.) Trial Exhibit #19 is the previously-marked Trial Exhibit #6 after the parties have reviewed the listed property and made additions and adjustments. The Court finds the testimony of the Wife to be very earnest and credible.

The Court next heard testimony from Ms. Tammy Lynn Grimes, mother to Chrissy Roberts. Ms. Grimes testified that she inherited her property and house, located at 335 Willard Drive Nashville, Tennessee, from her grandmother. The property is slightly less than one acre. The Wife moved into the property in 2012. In 2014, the mother allowed Carl Roberts to move in with her daughter, the Wife herein. Mr. Roberts never paid any rent. In December 2014, the parties and their son moved out of the mother's home. In 2017, Ms. Grimes and Mr. Roberts reached an agreement whereby she would put her name and her daughter and son-in-law's names on her property, and in return, Carl Roberts was to build a detached residential unit on the property within two (2) years at his expense. The witness's plan was to have her son-in-law build a detached dwelling house on

the property where her daughter, her grandson and her son-in-law could live. Her daughter told her that the Husband would not return home or build on the property without his name being added to the property. The mother agreed, and her daughter, son-in-law and grandson moved back into her residence conditioned on her son-in-law completing the detached home within two (2) years. Mr. Roberts and his Wife agreed to pay two-thirds of the bills at the mother's residence. Mr. Roberts was to be responsible for the construction cost of the new home. In 2018, Mr. Roberts informed his Wife and mother-in-law that he could not build the detached house on the parties' property because it was not properly zoned to do so. The Husband, however, never presented any evidence to Ms. Grimes that he had actually attempted to get a building permit and was denied. While living in Ms. Grimes' home, the Husband began moving tools and equipment onto her property. He even built several unsightly storage sheds on the property to house some of this equipment. Based on the testimony of both the Wife and the mother, many of the items are leftover building material and property that both the Wife and the mother consider to be trash and junk that constitute an eyesore on the mother's property. (See Collective Trial Exhibit #4 showing the unsightly condition of these storage units and the tools, equipment, unused building supplies and junk that is stored in the units. Also see Collective Trial Exhibit #5 depicting junk, useless equipment, tires and trash that Mr. Roberts has stored on this property in violation of Metro ordinances.) Ms. Grimes is requesting that the Court order Mr. Roberts to remove these items immediately from her property.

In 2021, Ms. Grimes' son-in-law, Carl Roberts, stopped working in hopes of securing Social Security Disability benefits. He has been unsuccessful to date. There was no evidence presented at trial to indicate that Mr. Roberts was suffering from any type of physical or mental impairment other than his history of alcoholism. Mr. Roberts assured the Court that he has been in recovery for two (2) full years. Trial Exhibit #14 reflects the amounts that Ms. Grimes says her

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son-in-law owes her under their agreement. The Court finds the testimony of Third-Party Plaintiff, Tammy L. Grimes to be businesslike, no nonsense, and credible.

The Court let Mr. Roberts take the witness stand to discuss the agreement with his mother-in-law. Mr. Roberts admits that Ms. Grimes agreed to put him and her daughter on the deed to her property as tenants-in-common with each party owning a one-third undivided interest. In return, Mr. Roberts testified that he and his Wife would be responsible for the utilities, property taxes and their family's monthly expenses at the residence. He emphatically denies that he was supposed to build a detached home on the property at his expense. However, he also testified that he sought a building permit for this purpose but was turned down because the property was not zoned for two (2) residences. Mr. Roberts admitted his alcoholism which he testified started or became worse with the passing of his mother. He testified that since the parties separated, he has been clean and sober for two (2) years although he continues to live in a halfway house to ensure that he does not relapse. He acknowledged that he was attempting to secure Social Security Disability benefits but presented no evidence of any physical or mental impairment that would make him eligible to receive such benefits. He testified that he has been turned down recently for Social Security Disability. The Court finds the testimony of the Husband, that he made no agreement with Ms. Grimes to build a detached dwelling house on the Willard Dr. property, to be not credible. It is inconsistent with the testimony of other credible witnesses, and he specifically responded in his answer that in 2017, the year the parties purportedly entered into the agreement, he sought a permit to build a dwelling house on the Willard Dr. property which was consistent with the purported terms of the agreement.

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The Court has previously addressed the parties parenting plan. A copy of the parenting plan is attached hereto as Exhibit A. The parenting plan has been found to be in the best interest of the parties' minor son and is hereby approved and made the order of the Court.

The Court will next address the grounds for divorce. The Wife has alleged inappropriate marital conduct. Her testimony chronicled the Husband's alcoholism, his physical abuse towards her, his name calling, and his degrading statements directed toward her. This behavior was corroborated by other witnesses and the Husband's own statements and text messages. During the Husband's brief testimony, the Court informed Mr. Roberts that the Court found his behavior unforgivable, and the Husband agreed. Based on the testimony before it, the Court finds that the Wife's grounds for divorce have been fully sustained. The Court finds that the Husband's habitual intoxication; his physical and mental abuse of the Wife; his unproven allegations toward the Wife; his comments regarding the Wife's disability; and his forcing the Wife and their minor son to flee the home for their own personal safety, all constitute some of the most egregious inappropriate behavior this Court has adjudicated. The Court, therefore, grants the Wife an absolute divorce on the grounds of inappropriate marital conduct and restores both parties to all the rights and privileges of unmarried persons.

The Court will next address the division of the marital estate. The Court has reviewed the factors under T.C.A. §36-4-121(c) to be considered in dividing the marital estate. After the parties reviewed Trial Exhibit #6, being the Wife's list of marital property, they reached certain agreements and designations and entered the resulting document as Trial Exhibit #19. Based on this exhibit, the Court awards the Wife the following items of personal property: the Dell laptop computer, Windows 7, the computer desk, the 2005 Hyundai Tucson, the 47-inch Sepetre T.V., the 47-inch TLC T.V., the 55-gallon fish tank and stand, the wood dining room table with six (6) chairs, the

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king-size bedroom suite, the adult red Honda 250 four-wheeler, the patio set with umbrella and six (6) chairs, the 10-man patio table in the yard, the 16-foot trampoline in the yard, and the parties' wedding pictures located in the attic.

The Husband shall be awarded the following items of personal property: 70-inch Hisense T.V., the gray sectional couch, the wood coffee table worth approximately $10, the gas flattop grill, the hot tub, the adult gray Honda 400 four-wheeler, the gas Homelife hedge trimmers, all tools in the sheds, six (6) ladders, Dry Vac, wallboard stored in the barn, ten (10) chainsaws in the sheds, 14-inch Homelife shop saw in barn, 10-inch Craftsman travel saw in barn, roof jack and 16-foot ladder under the deck. Further, he shall be awarded copies of the wedding pictures located in the attic or a CD containing the pictures. The parties shall equally divide the cost of reproducing the wedding pictures.

By order entered August 15, 2024, the Court ordered the Husband to remove certain sheds located on the Grimes property. The Court ordered the Husband to remove four (4) designated sheds from the real estate located at 335 Willard Drive, Nashville, Tennessee within 60 days of August 1, 2024, including the contents of the two-story shed that is not to be removed. Any property the Husband stored therein or that is beside the sheds and/or underneath the deck of the marital residence is awarded to the Husband, Carl Edward Roberts.

Except as specifically addressed herein, each of the parties shall retain the personalty now in his or her possession or under his or her control, free and clear of any claim of the other party. Further, each of the parties is responsible for his or her own personal debts and shall indemnify and hold the other party harmless thereon.

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The Court shall now address the real estate located at 335 Willard Drive, Nashville, Tennessee. As testified to by the Third-Party Defendant, Tammy Lynn Grimes, she inherited the aforesaid unencumbered property from her grandmother. In an effort to secure a residence for her daughter and grandson, Ms. Grimes testified that she and the Husband and Wife entered into an agreement whereby she would retitle the property in the name of the Wife, the Husband and herself as tenants-in-common, with each party owning an undivided one-third interest in the property. In return, the Husband agreed to build a detached dwelling house on the property where the Wife, the parties' son, Carl Jr., and the Husband would reside. The dwelling house was to be built at the Husband's expense within two (2) years of the agreement. In addition, he promised to pay two-thirds of the utilities and property tax on the property. Ms. Grimes fulfilled her obligation by executing a quitclaim deed on May 28, 2017, in which she vested title to the 335 Willard Drive property to herself, Chrissy Ann Roberts and Carl Edward Roberts. The consideration for her conveyance was "$10, consisting of cash in hand by the hereinafter named Grantee and other good and valuable consideration," the latter being the Husband's contractual agreement to build the detached dwelling house on the 335 Willard Drive property at his expense within two (2) years of the agreement and to pay two-thirds of the utilities and property taxes on the existing residence. The Wife, testifying under oath, confirmed the agreement that had been reached between her mother, herself and her Husband. In his sworn testimony, the Husband disputed that he agreed to build a detached dwelling house on this property. However, he did not explain why Ms. Grimes would give away two-thirds of her ownership interest in this property to the Husband and Wife.

The Court has reviewed the pleadings filed in this cause. The Husband filed a handwritten answer to the Wife's original complaint for divorce. Thereafter, at her attorney's request, Ms. Grimes was joined in as an indispensable party to allow the Court to adjudicate the ownership of

the 335 Willard Drive property. Ms. Grimes filed her answer and counter-complaint and in paragraph 11 of those pleadings, she sets forth the terms of the contractual agreement between her, her daughter (the Wife herein) and the Husband. Paragraph 11A. specifically states that the Husband would construct a residence for his family on the 335 Willard Drive property. The remainder of paragraph 11 confirms the various elements of the parties' agreement. In his handwritten answer, the Husband likewise confirms the terms of the parties' agreement. He clearly states that in 2017, the year of the parties' agreement, he applied for a building permit to build a second residence on the Willard Drive property, which was denied by Codes, thereby preventing him from building the second dwelling house on the property. It is obvious to the Court and the Court so finds, that the parties had such an agreement. The Court finds the Husband's testimony is not credible on this issue. Further, the Court finds by clear, cogent and convincing evidence that all three (3) parties to the contract were operating under a mutual mistake of fact, i.e., the belief that it was possible to build a second dwelling house on the 335 Willard Drive property. "Equity will grant relief for mistake "not only when the mistake is expressly proved, but also when it is implied from the nature of the transaction." *Klosterman Dev. Corp. v. Outlaw Aircraft Sales, Inc.*, 102 S.W.3d 621, 631 (Tenn. Ct. App. 2002). However, if based on mutual mistake, the intent of both parties must be clear and must be the same. (citations omitted) The mistake must be shown by "clear, cogent, convincing evidence." *Layne v. Spriggs*, 71 S.W.3d 286, 290 (Tenn. Ct. App. 2001). "A court may not rescind a contract for mistake unless the mistake is innocent, mutual, and material to the transaction and unless the complainant shows an injury." *Klosterman Dev. Corp.* 102 S.W.3d at 632.

Neither Ms. Grimes nor the Court can require the Husband to perform the impossible. In this instance, unbeknownst to the parties at the time they entered into the contract, it was not

possible for the Husband to fulfill his obligations under the contract. The Husband has not and cannot fulfill his obligation under the contract. The Court finds these facts satisfy the generally accepted definition of a mutual mistake in a contract.

> **Mutual mist**ake has been **defined** as "one common to both parties to a contract, each laboring under the same misconception... respecting a material fact, the terms of the agreement, or provisions of the written instrument designed to embody such agreement." 17 C.J.S., *Contracts*, §144. A mistake remediable only if it relates "to a fact which constitutes, or goes to, the very essence, or basis, of the contract...." *Id.* Our cases have recognized that equitable relief on the ground of **mutual mistake** is available "not only when the mistake is expressly proved, but also when it is implied from the nature of the transaction." *Robinson v. Brooks*, 577 S.W.2d 207, 208 (Tenn.App.1978), quoting from 12 C.J.S., *Cancellation of Instruments*, §27b. (1).

In this instance, all of the parties were laboring under the mutual mistake that a second dwelling house could be built on the 335 Willard Drive property. This is the most significant requirement of the contract and, therefore, a material fact relied upon by Ms. Grimes, the Third-Party Plaintiff. One of the recognized remedies in such circumstances is the rescission of the contract. "While the reasonableness of the conduct of a purchaser of land may on some occasions be a basis for denying him relief where there has been a mutual mistake of a material fact, this is ordinarily not the case, and generally such a purchaser may obtain rescission even though the mistake was partly due to his own fault or that of his agent...." *Id.* (emphasis supplied) "The equitable remedy of rescission is not enforceable as a matter of right but is a matter resting in the sound discretion of the trial court and the court should exercise the discretion sparingly." *Klosterman Dev. Corp.*, 102 S.W.3d at 632.

It is clear to the Court that all three (3) parties were under the same mutual mistake, and it is equally clear that Ms. Grimes suffered a serious injury or harm by the parties' mutual mistake. The Court finds the value of the Willard Dr. property to be approximately $308,000 based on the two (2) appraisals filed as Trial Exhibits #20 and #21. Trial Exhibit #20 valued the property at

approximately $291,000, and Trial Exhibit #21valued the property at approximately $325,000. The Court finds it appropriate to average the two (2) appraisals and, therefore, values the property at approximately $308,000. As part of the conditional contractual agreement, Ms. Grimes transferred approximately $205,330.28, or two-thirds of the value of her property, to her daughter and son-in-law for which she has essentially received nothing. Despite her transfer, the Husband is barred from building the agreed-upon detached dwelling house on this property. The Court finds that the parties should not be held liable for this mutual mistake. The contract must be rescinded and declared void and both parties released from their obligations thereunder. Therefore, the Court finds that the ownership of the 335 Willard Drive property shall be restored to Tammy Lynn Grimes and that Carl Edward Roberts and Chrissy Ann Roberts are divested of any right, title or interest in and to the real property located at 335 Willard Drive and more particularly described in the property description attached hereto as Exhibit B, and all interest shall vest solely in the Third-Party Plaintiff, Tammy Lynn Grimes.

The Wife and Third-Party Plaintiff have requested their reasonable and necessary attorney's fees incurred in prosecuting this action. Our state Supreme Court discussed the issue of attorney's fees in *Eberbach v. Eberbach,* 535 S.W.3d 467. The Court said in *Eberbach*:

> Tennessee has long followed the "American Rule" with regard to attorney's fees. *State v. Brown and Williamson Tobacco Court.*, 18 S.W.3d 186, 194 (Tenn. 2000). This Rule provides that "a party in a civil action may recover attorney's fees only if: (1) a contractual or statutory provision creates a right to recover attorney's fees; or (2) some other recognized exception to the American Rule applies, allowing for recovery of such fees in a particular case." *Cracker Barrel Old Country Store, Inc. V. Epperson,* 284 S.W.3d 303, 308 (Tenn. 2009) (other citations omitted) Otherwise, litigants are responsible for their own attorney's fees. *Cracker Barrel Old Country Store, Inc.*, at 309.

One of the most common exceptions to the American Rule involves contracts that contain provisions expressly permitting the prevailing party to recover reasonable attorney's fees incurred

in enforcing the contractual agreement. *Eberbach,* at 474. In the instant case, the Court has found that a contract existed between the Third-Party Plaintiff, Ms. Grimes, and her daughter, the Wife herein and her Husband. However, the contract was not reduced to writing, and there was no mention of an agreement on attorney's fees. The Court has not been provided with any special circumstances that would otherwise allow the setting of attorney's fees for the Third-Party Plaintiff, Ms. Grimes. The Wife's divorce action is another matter, T.C.A. §36-5-121(a) provides for the award of alimony to a needy spouse which may be used to pay attorney's fees. Also, T.C.A. §36-5-121(b) specifically provides for the Court to compel a spouse to pay any sums necessary to enable a spouse to prosecute or defend the suit of the parties and to make other orders as it deems appropriate. Likewise, there is a specific statute dealing with attorney's fees in custody actions.

Based on her limited income, the Court finds the Wife is in need of assistance in paying her attorney's fees. Further, based on the behavior of the Husband related to discovery issues and mediation, the Court finds he has unnecessarily increased the Wife's attorney's fees. During the marriage the Husband was the primary wage earner until the parties' separation. Currently, he seeks Social Security disability but has not been found disabled nor is there any medical proof that he is currently unable to work and generate income. The Court finds that the Wife shall be awarded her reasonable and necessary attorney's fees and discretionary costs to be paid by the Husband as alimony *in solido.* In reviewing the Wife's attorney's affidavit for attorney's fees, it would appear that legal work for the Plaintiff/Wife, Chrissy Ann Grimes Roberts, has been co-mingled with work for the Third-Party Plaintiff, Ms. Grimes. The Court has found that it cannot award fees for the Third-Party Plaintiff, and it is not possible for the Court to discern which fees relate to the Wife's divorce and which fees relate to Ms. Grimes' action. Based on the foregoing, the Court will reserve the issue of attorney's fees and give counsel for the Wife and Ms. Grimes ten (10) days to submit

an affidavit of attorney's fees and discretionary costs for the Wife's divorce action only. Counsel shall also prepare and file an order awarding the Wife her reasonable and necessary attorney's fees with a blank to be completed by the Court specifying the amount.

It is, therefore, **ORDERED, ADJUDGED** and **DECREED** that the Plaintiff/Wife, Chrissy Ann Grimes Roberts, is hereby declared divorced absolutely from the Defendant/Husband, Carl Edward Roberts, and both parties are restored to all the rights and privileges of unmarried persons.

It is further **ORDERED** that the Permanent Parenting Plan with attached Child Support Worksheet, previously agreed upon and executed by the parties before notaries on July 9, 2024, having been found by the Court to be in the best interest of the parties' minor child, is hereby approved, entered and made the order of this Court. A copy of the Permanent Parenting Plan is attached hereto as Exhibit A.

It is further **ORDERED** that based on Trial Exhibit #19 and the agreement of the parties, the Court awards the Wife the following items of personal property: the Dell laptop computer, Windows 7, the computer desk, the 2005 Hyundai Tucson, the 47-inch Sepetre T.V., the 47-inch TLC T.V., the 55-gallon fish tank and stand, the wood dining room table with six (6) chairs, the king-size bedroom suite, the adult red Honda 250 four-wheeler, the patio set with umbrella and six (6) chairs, the 10-man patio table in the yard, the 16-foot trampoline in the yard, and the parties' wedding pictures located in the attic.

It is further **ORDERED** that the Husband shall be awarded the following items of personal property: 70-inch Hisense T.V., the gray sectional couch, the wood coffee table worth approximately $10, the gas flattop grill, the hot tub, the adult gray Honda 400 four-wheeler, the gas Homelife hedge trimmers, all tools in the sheds, six (6) ladders, Dry Vac, wallboard stored in

the barn, ten (10) chainsaws in the sheds, 14-inch Homelife shop saw in barn, 10-inch Craftsman travel saw in barn, roof jack and 16 foot-ladder under the deck.

It is further **ORDERED** that the Wife shall copy the parties' wedding pictures, located in the attic, to a CD to be provided to the Husband with the cost being divided equally between the parties.

It is further **ORDERED** that any property the Husband has stored in the sheds, which were ordered removed from the 335 Willard Drive property by order of the Court entered August 15, 2024, or any property that is beside the sheds and underneath the deck of the marital residence, is awarded to the Husband, Carl Edward Roberts.

It is further **ORDERED** that except as specifically addressed herein, each of the parties shall retain the personalty now in his or her possession or under his or her control free and clear of any claim of the other party. Further, each of the parties is responsible for his or her own personal debts and shall indemnify and hold the other party harmless thereon.

It is further **ORDERED** that the real estate located at 335 Willard Drive, Nashville, Tennessee, and more particularly described in the attached Exhibit B, is hereby awarded in fee simple absolute to the Third-Party Plaintiff, Tammy Lynn Grimes, free and clear of any claim or interest of the Plaintiff/Wife, Chrissy Ann Grimes Roberts, and Defendant/Husband, Carl Edward Roberts, and all interest shall vest solely in Tammy Lynn Grimes.

It is further **ORDERED** that this ruling shall serve to convey title of the property, located at 335 Willard Drive and more particularly described in attached Exhibit B, in fee simple absolute to Tammy Lynn Grimes.

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It is further **ORDERED** that the issue of Wife's attorney's fees and costs are reserved and counsel for the Wife shall, within ten (10) days of the date of this ruling, file an affidavit of his reasonable and necessary attorney's fees and discretionary costs for the Wife's divorce action only, with a proposed order leaving a blank to be completed by the Court setting her reasonable and necessary attorney's fees and costs.

It is further **ORDERED** that the Defendant/Husband, Carl Edward Roberts, shall pay the court costs in this cause for which execution ~~may issue if necessary~~.

ENTERED this the 26th day of September, 2024.

HONORABLE PHILLIP ROBINSON

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing **Order** has been forwarded via U.S. Mail to the following:

Ms. Chrissy Ann Grimes
Ms. Tammy Lynn Grimes
c/o W. H. Stephenson, II, Esq.
P. O. Box 150323
Nashville, TN 37215

Mr. Carl Edward Roberts
3309 Courtney Ct.
Nashville, TN 37218

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on this the 26th day of September, 2024.

Bethany Peery Glover

~~Catherine Jackson~~
Clerk, Third Circuit Court

COPY

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EXHIBIT tabbies A

STATE OF TENNESSEE	THIRD CIRCUIT COURT	DAVIDSON CO
PERMANENT PARENTING PLAN ORDER ☐ PROPOSED ☒ AGREED ☐ ORDERED BY THE COURT		FILE No. 22D975 *(Must be completed)* DIVISION _____
PLAINTIFF *(Name: First, Middle, Last)* CHRISS ANN GRIMES ROBERTS ☒ Mother ☐ Father		DEFENDANT *(Name: First, Middle, Last)* CARL EDWARD ROBERTS ☐ 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
CARL EDWARD ROBERTS, JR.	[redacted]

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Parenting Plan must designate the parent with whom the child is scheduled to reside a majority of the time as the Primary Residential Parent of the child(ren). The designation shall not affect either parent's rights and responsibilities under the Parenting Plan.

The Primary Residential Parent is
- ☒ Mother
- ☐ Father
- ☐ Joint Primary Residential Parents (only if by agreement)
  Child must reside an equal amount of time with both parents.
- ☐ Waived by Mother and Father (only if by agreement)
  Child must reside an equal amount of time with both parents.

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

Mother 347 days Father 18 days

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Husband is in a program working on his sobriety. In the past he has been a severe alcoholic and has also used marijuana. Husband is currently in a halfway house which does not allow overnight guests. Although Mother has offered more and overnight parenting time the Father is not in a position to exercise at this time. When his living arrangements change and he can demonstrate to the Court his continued sobriety, the Court will be happy to approve additional parenting time for the Father and in the best interest of the child.

B. DAY-TO-DAY SCHEDULE

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

EG CF

From Saturday at 12:00 p.m. to 6:00 p.m. ☐ every week ☒ every other week

The parties shall meet at a mutually agreed upon location within ten (10) miles of the Mother's residence for the Father's scheduled parenting time. The parties may meet at a location outside of the ten (10) mile radius if agreed upon in advance. The Father shall notify the Mother at least five (5) days prior to each scheduled visit of his chose meeting location.

This parenting schedule begins on July 13, 2024 and shall alternate weekends thereafter.

C. HOLIDAY SCHEDULE AND OTHER SCHOOL FREE DAYS

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

	MOTHER	FATHER
New Year's Day		
Martin Luther King Day		
Presidents' Day		
Easter Day (unless otherwise coinciding with Spring Vacation)		
Passover Day (unless otherwise coinciding with Spring Vacation)		
Mother's Day	EVERY	
Memorial Day (if no school)		
Father's Day		EVERY (12pm to 6pm)
July 4th		
Labor Day		
Halloween		
Thanksgiving Day		
Children's Birthdays		EVERY
Other School-Free Days		
Mother's Birthday		
Father's Birthday		
Other:		

The parties shall meet pursuant to Paragraph B above for the Father to exercise parenting time on Father's day and the child's birthday from 12:00 p.m. to 6:00 p.m. every year.

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.

E. WINTER (CHRISTMAS) VACATION

The day to day schedule shall apply.

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F. SPRING VACATION (*If applicable*)

The day to day schedule shall apply.

G. SUMMER VACATION

The day to day schedule shall apply.

H. TRANSPORTATION ARRANGEMENTS

The place of meeting for the exchange of the child or children shall be: The parties shall meet at the agreed upon location pursuant to Paragraph B above. The Mother shall provide transportation for the child to and from Father's parenting time. If necessary in an emergency, the Mother may designate a third party to transport the child but the third party shall not interfere with the peaceful exchange of the child.

Payment of long distance transportation costs *(if applicable):* ☐ mother ☐ father ☐ both equally.
Other arrangements: _____.
If a parent does not possess a valid driver's license, he or she must make reasonable transportation arrangements to protect the child or children while in the care of that parent.

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

☐ **Check if applicable**

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

J. OTHER

The following special provisions apply:

For purposes of this plan, email and text message shall constitute written notice.

For purposes of any future modifications, the parties agree that the Court may consider the Father obtaining a suitable residence at which he can exercise parenting time as a material change in circumstance.

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:

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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 $3,646.00
Mother's gross monthly income is $943.00

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 $718.00 per month or $165.69 per week. **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 ~~July 15~~ Friday 19, 2024 and shall be paid ~~weekly~~ each Friday thereafter. CG CR CG CR

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.

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☐ by direct deposit to the other parent at _____ Bank for deposit in account no. _____.
☐ income assignment not required; Explanation:_____.
☐ other:_____.
The parents acknowledge that court approval must be obtained before child support can be reduced or modified.

*Child Support Worksheet can be found on DHS website at http://www.state.tn.us/humanserv/is/isdocuments.html or at your local child support offices.

B. FEDERAL INCOME TAX EXEMPTION*

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

The Mother shall claim the following children EVERY year: Carl Edward Roberts, Jr.

The Father shall claim the following children: _____

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

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

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

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

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

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

D. HEALTH AND DENTAL INSURANCE

Reasonable health insurance on the child or children will be:
☒ maintained by the mother

* 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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- ☐ maintained by the father
- ☐ maintained by both

The child is presently on TennCare and may remain on TennCare for as long as he remains eligible. The Mother shall be responsible for maintaining TennCare coverage and eligibility requirements.

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

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

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

The child or children are scheduled to reside 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.
- ☐ 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
In the dispute resolution process:

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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 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 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.

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.)***

Krissy Ann Barnes Roberts — 7/9/24 Nashville, TN
Mother — Date and Place Signed

Sworn to and subscribed before me this 9th day of July, 2024.

My commission expires: 07/06/2026 — Rachelsia Follett — Notary Public

RACHELSIA FOLLETT NOTARY PUBLIC STATE OF TENNESSEE COUNTY OF DAVIDSON MY COMM. EXPIRES JULY 6, 2026

Carl E Roberts — 7/9/2024 Nash, TN
Father — Date and Place Signed

Sworn to and subscribed before me this 9th day of July, 2024.

My commission expires: 07/06/2026 — Rachelsia Follett — Notary Public

RACHELSIA FOLLETT NOTARY PUBLIC STATE OF TENNESSEE COUNTY OF DAVIDSON MY COMM. EXPIRES JULY 6, 2026

APPROVED FOR ENTRY:

W.A. (Steve) Stephenson, II
Attorney for Mother
P.O. Box 150323
Address
Nashville, TN 37215
Address
615-957-7726 BPR#3556
Phone and BPR Number

Attorney for Father
Address
Address
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: _____.

It is so ORDERED this the 26th day of September, 2024.

_____
Judge or Chancellor

COPY

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Effective as of 10/01/2021

State of Tennessee - Department of Human Services
Child Support Worksheet

7/9/2024 - 10:43 AM

Part I. Identification

Indicate the status of each parent or caretaker by placing an "X" in the appropriate column

		PRP	ARP	SPLIT
Name of Mother or Parent 1:	CHRISSY ANN GRIMES ROBERTS	X		
Name of Father or Parent 2:	CARL EDWARD ROBERTS		X	
Name of non-parent Caretaker:				

TCSES case #:
Docket #: 22D975
Court name: Davidson County Third 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
CARL EDWARD ROBERTS, JR.	[redacted]	347	18	

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	$ 943.00	$ 3,646.75	
1a	Federal benefit for child	+	+	
1b	Self-employment tax paid	-	-	
1c	Subtotal	943.00	3,646.75	
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)	$ 943.00	$ 3,646.75	
2a	Combined Adjusted Gross Income	$4,589.75		
3	Percentage Share of Income (PI)	21%	79%	
3a	Means Tested Income only (Y/N)	N	N	

Part III. Parents' Share of BCSO

4	BCSO allotted to primary parent's household	$ 797.00	$ 0.00	$ 0.00
4a	Share of BCSO owed to primary parent	$ 0.00	$ 629.63	
4b	BCSO if Self Support Reserve (SSR) is applied	N/A	N/A	
5	Each parent's average parenting time	N/A	18	
5a	Parenting Time Adjustment (68 or less days)	N/A	87.98	
5b	Adjusted BCSO (68 or less days)	N/A	717.61	
6a	Parenting Time Adjustment (92 or more days)	N/A	N/A	
6b	Adjusted BCSO (92 or more days)	N/A	N/A	
7	Calculated BCSO	$ 0.00	$ 717.61	

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Effective as of 10/01/2021

State of Tennessee - Department of Human Services
Child Support Worksheet

7/9/2024 - 10:43 AM

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)	$ 0.00	$ 717.61	

Part V. Presumptive Child Support Order

		OBLIGATION	
12	Presumptive Child Support Order (PCSO)	$ 0.00	$ 718.00

* 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	$ 718.00
17	FCSO adjusted for Federal benefit, Line 1a, Obligor's column.	$ 0.00	$ 718.00

Comments, Calculations, or Rebuttals to Schedule

Preparer's Use Only

Name:

Date: 7/9/2024

Title:

COPY

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Effective as of 10/01/2021

State of Tennessee - Department of Human Services
Excel Summary Sheet

7/9/2024 10:43 AM

ISSS - Income Shares Summary Screen

***Remember to click button any time you have made changes to previous sheets

DECSSXXX _ Inquire Add Update 00:00:00
XXXXXXX CSES - INCOME SHARES SUMMARY SCREEN (ISSS) 00-00-0000

CASE ID TYPE X / X STATUS A CLASS XXX / ?/?
NCP XXXXXXXXXXXXXX ID 000000000 RTD XX OFFICE 000
CP XXXXXXXXXXXXXX ID 000000000 RTD XX USERID XXXXXXX
DOCKET 22D975 +# OF CHILDREN FOR THIS ORDER 1 NOTEPAD N
PARENTING TYPE ST - STANDARD PARENTING WORKSHEET DATE 7/9/2024
MORE +

PI MOTHER 21%	PI FATHER 79%	MOTHER	FATHER	NP CTAKER
EACH PARENT'S AVERAGE PARENTING TIME		0	18	
GROSS INCOME SUBTOTAL		943.00	3646.75	
CREDIT FOR CHILDREN		0.00	0.00	
CHILDREN'S PORTION INS		0.00	0.00	
RECURRING MEDICAL		0.00	0.00	
CHILDCARE_____ (P / N / B)		0.00	0.00	
PCSO		0.00	718.00	

DEVIATION 0.00 SSA BENEFIT 0.00
FCSO 718.00 OBLIGEE CHANGE _ (Y / N) SV Y (Y/N)
SELF SUPPORT RESERVE ADJUSTMENT N (Y / N) MEAN TESTED INCOME ONLY N (Y / N)

AA539 - I : Successful INQUIRE.
COMMAND ===>
1 = HELP 3 = EXIT 4 = PROMPT 5 = CLER 6 = NOTE 7 = BKWD 8 = FRWD 11 = ORDR 12 = ISCS 13 = ANRF

ISCS - Income Shares Children Screen

O/C	Name	DOB	IN Home	PRP/ARP
O	CARL EDWARD ROBERTS, JR.	7/11/2013		

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EXHIBIT "B"

Being Lot N. 160 on the Plan of Haywood Acres, Section III, of record in Book 2900, Page 81, Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description thereof.

Being the same property conveyed to Lucille M. Kerr, unmarried, being one and the same person as Mary Lucille Kerr, by deed from Peter M. Vonler, et ux., dated April 10, 2002 of record as instrument number 20020412-0045762, Register's Office of said County. The said Lucille M. Kerr died a single person on June 28, 2009 leaving a Last Will and Testament of record under Docket Number 09P1107, Probate Court Clerk's Office of Davidson County, Tennessee, pursuant to which this transfer is made.

Current Source of Title # 20120831-0079118