Karen Johnson
Batch # 1234277
02/05/2025 10 12 44 AM
Fees $137 00 Taxes $0 00
Davidson County
DEEDDIV
27 pgs
20250205-0008692

STATE OF TENNESSEE

****

EMILIA CRESCENCIO ESTEBANJUAN
[Plaintiff(s)]

vs.

Docket No: *22D748*

ARTEMIO SANTAMARIA SALGADO
[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 November 19, 2024 in the Fourth Circuit Court for Davidson County, Tennessee, as same remains of record in the Minutes of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, on February 5, 2025.

JOSEPH P. DAY
CIRCUIT COURT CLERK

JOSEPH P. DAY, Clerk,

By: _____
Deputy Clerk

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

EMILIA CRESCENCIO ESTEBANJUAN	)	
Plaintiff,	)	
vs.	)	**DOCKET NO: 22D-748**
	)	
ARTEMIO SANTAMARIA SALGADO,	)	
	)	
Defendant.	)	

FINAL DECREE OF DIVORCE

This cause came to be heard on the 19th day of November 24, before the Honorable Stephanie Williams, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the Complaint for Divorce filed by the Wife. It appears to the Court that the parties have entered into a signed, notarized Marital Dissolution Agreement as provided by **TENN. CODE ANN. § 36-4-103** and that the time prescribed by law has lapsed since the filing of the original complaint. The Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for an equitable settlement of any property rights between the parties, from all of which is found that the Wife is entitled to an absolute divorce from the Husband on the grounds of irreconcilable differences.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that the Wife, Emilia Crescencio Estebanjuan, should be and is hereby awarded an absolute divorce from the Husband, Artemio Santamaria Salgado, on the grounds of irreconcilable differences and restored to all the rights and privileges of an unmarried person and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

It is further **ORDERED, ADJUDGED AND DECREED** that the Marital Dissolution Agreement is hereby approved and ratified in full and incorporated into this Final Decree of Divorce in toto as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE.

EMILIA CRESCENCIO ESTEBANJUAN,	)	
	)	
PLAINTIFF/COUNTER DEFENDANT	)	
	)	
VS.	)	**DOCKET NO: 22D-748**
	)	
ARTEMIO SANTAMARIA SALGADO,	)	
	)	
DEFENDANT/COUNTER PLAINTIFF	)	

MARITAL DISSOLUTION AGREEMENT

This Agreement is made and entered into by and between EMILIA CRESCENCIO ESTEBANJUAN, hereinafter referred to as "Wife", and ARTEMIO SANTAMARIA SALGADO hereinafter, referred to as, "Husband", and subject to the following premises, terms, and conditions:

WHEREAS, the parties are experiencing marital difficulties and a Complaint for Absolute Divorce has been filed by the Wife and the Husband has filed a counter complaint in the Fourth Circuit Court for Davidson County, Tennessee under docket number **22D-748** and,

WHEREAS, the parties have experienced such irreconcilable differences in their marriage which made a reconciliation impossible, and,

WHEREAS, the parties desire that the Court approve the Marital Dissolution Agreement and that the same be made a part of any Final Decree of Divorce entered in this case,

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the receipt of which is hereby acknowledged, the parties agree as follows:

1. PRIMARY RESIDENTIAL RESPONSIBILITY, VISITATION AND CHILD SUPPORT

The minor child born of this marriage is provided for in the Parenting Plan entered in this cause.

2. REAL ESTATE

The Parties own a home located at 1608 Chestnut Oak Drive, Antioch, Tennessee, 37013-1545. The property shall be vested in the wife, free and clear of any claim by the Husband. Wife shall assume responsibility for all utilities, insurance, and maintenance on the property with the exception of the house note and shall indemnify and hold Husband harmless on any amounts owed other than the marital home mortgage note. Husband shall pay the remaining mortgage in current

EFILED 11/13/24 02.58 PM CASE NO. 22D748 Joseph P. Day, Clerk

EC
nc

installments as alimony *in solido* over a 24-month period and pay the balance then owing after 24 months. Husband shall indemnify and hold the Wife harmless on the mortgage due on this property. Husband shall pay the mortgage directly to the Wife as he currently does, on the 1st day of the month until paid.

Husband shall be awarded the property known as Mexico, DF free and clear of any claim by the Wife. Husband shall assume all responsibility for the property and indemnify and hold the Wife harmless on the same.

The parties acknowledge that the Courts of Tennessee have no jurisdiction over real property located in Mexico. It is the responsibility of the parties to enroll and otherwise file this agreement in the courts or other governing body of Mexico, if necessary, to effectuate the terms and agreement set forth herein.

3. TAXES

The parties agree to file their 2024 income taxes separately if not already filed and agree to file separately each year moving forward. Each shall be responsible for any amounts owing or shall be entitled to any refunds on their separate return. Each shall indemnify and hold the other harmless on the same.

4. MONEY ACCOUNTS - BUSINESS INTERESTS

All joint accounts of the parties have been divided. The Wife and Husband shall be entitled to his and her individual accounts free and clear of any claim by the other.

5. DEBTS

Husband and Wife shall each be responsible for debts incurred by them personally after the date of the order of the Court. Each shall indemnify and hold the other harmless from any liability thereon for any debts incurred by them personally. If there are any undisclosed debts that are jointly titled, the party who incurred the debt will be responsible for such debt and will hold the other harmless from any liability thereon.

6. IRA'S, STOCK AND RETIREMENT PLANS

Both Wife and Husband are each entitled to any IRA's, Stock, and/or Retirement Plans held in their individual names free and clear of any claim by the other.

7. PERSONAL PROPERTY AND AUTOMOBILES

The parties have divided all marital personal property between them. The Wife shall be entitled to all personal property located in her household located at 1608 Chestnut Oak Drive, Antioch, TN 37013-1545. The parties shall be entitled to all possessions held by them after the day of this agreement free and clear of any claim each against the other.

EC
AS

EFILED 11/13/24 02.58 PM CASE NO. 22D748 Joseph P. Day, Clerk

The Wife shall be entitled to the ownership, use, possession and exclusive leasehold and ownership interest in the vehicle in her possession. Wife shall assume all debt and monthly payments for same and shall pay the monthly debt timely so as to not affect negatively the Husband's credit score. Husband shall execute any documents necessary to transfer title to the Wife. Wife shall refinance the loan on this vehicle, if needed, in her sole name within ninety (90) days of approval of this agreement and shall indemnify and hold the Husband harmless thereon. Wife shall assume all responsibilities for the operation, insurance and maintenance of the automobile and shall indemnify and hold the Husband harmless from any liability thereon.

The Husband shall be entitled to the ownership, use, possession and exclusive leasehold and ownership interest in the vehicle in his possession. Husband shall assume all debt and monthly payments for same and shall pay the monthly debt timely so as to not affect Wife's credit score. Husband shall refinance the loan on this vehicle in his sole name within ninety (90) days of approval of this agreement and shall indemnify and hold the Wife harmless thereon. Husband shall assume all responsibilities for the operation, insurance and maintenance of the automobile and shall indemnify and hold the Wife harmless from any liability thereon

8. ATTORNEY FEES AND COURT COSTS

Husband and Wife shall be responsible for their own attorney fees. Husband shall be responsible for court costs.

9. ENFORCEMENT

In the event it becomes necessary to enforce any provision of this agreement by instituting legal proceedings, either party shall be entitled to a judgment for reasonable expenses including attorney's fees incurred in prosecuting the action.

10. INCORPORATION

It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Fourth Circuit Court of Davidson County, Tennessee and submitted to the Court for ratification and incorporation in the Final Decree of Divorce between the parties.

11. FULL AND FINAL SETTLEMENT

It is understood and agreed between the parties that this Agreement is intended as a full and final settlement of all property rights and support rights and obligations of the respective parties hereto and shall constitute a discharge from any and all claims arising out of their marital relationship except as provided herein. Each party waives and relinquishes to the other all rights or claims which each may have against the other or hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, dower, courtesy, statutory allowance, homestead rights, rights to take against the will of the other, inheritance, descent or distribution, or right to act as the administrator or executor of the other's estate except a provided by the terms of this Agreement. This Agreement applies to all property now owned by Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

EFILED 11/13/24 02 58 PM CASE NO. 22D748 Joseph P. Day, Clerk

EC

12. BINDING AGREEMENT

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

13. ALIMONY

Alimony in solido is awarded to the Wife in accordance with the language of Section 2 above. There shall be no other alimony due to either party and each party forever waives a claim for alimony.

14. DISCLOSURE OF ALL ASSETS

The parties acknowledge that there are no assets owned by them, either jointly or individually, that were not disclosed and that they have no interest in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made full disclosure to the other of all assets in which they have an interest. The parties also understand that they had the right to engage in discovery but since all assets and debts are known between them , choose to forego that right and enter into this agreement.

15. VOLUNTARY AGREEMENT

It is understood and agreed between the parties that this Agreement is entered into voluntarily without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions of this Agreement and their legal effects are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and is being entered into voluntarily.

16. ENTIRE AGREEMENT

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

17. VALIDITY

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

18. EXECUTING DOCUMENTS

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

EFILED 11/13/24 02:58 PM CASE NO. 22D748 Joseph P. Day, Clerk

EC

19. BANKRUPTCY

Wherever one party is required by the terms of this Agreement to assume responsibility for payment of certain debts, and/or indemnify and hold harmless the other from any liability there from, such obligation shall be deemed to be a support obligation pursuant to 11 U.S.C. 523 (a)(5), which is not dischargeable in Bankruptcy as to the other party.

20. MODIFICATION WAIVER

This agreement may be altered or amended or canceled only by an instrument in writing signed by each of the parties. This requirement cannot be waived by oral agreement.

21. NO INTERFERENCE

It is agreed by and between the parties that each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. It is further agreed that neither party shall molest nor threaten nor harass the other, nor endeavor to compel the other to cohabit or dwell with him or her.

22. TAX EXEMPT STATUS

This agreement is a transfer of appreciated property between spouses in connection with a divorce and is not a sale or exchange or other disposition, but represents a division of property by co-owners.

23. NO TAX ADVICE

Both parties acknowledge that neither of them are relying upon any tax advice from either attorney, David L. King or Tusca Alexis, and neither attorney has expressed any expertise regarding the tax ramifications or tax consequences arising out of this Agreement. The parties have been advised 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 the opportunity to do so.

24. CREDITOR STATEMENT

Per T.C.A. 36-04-134, both parties acknowledge that this Agreement does not necessarily affect the ability of a creditor to proceed against a party or party's property, even though that party is not responsible under the terms of decree of account, any debt associated with account, or any debt. It may be in the party's best interest to cancel, close, or freeze any jointly held accounts.

25. RELEASE OF ATTORNEY

Upon the final order being entered in this matter, both attorneys shall be released from representation of their respective clients, the matter having been concluded. The Husband is represented by David L. King and Tennessee Law Group. The Wife is represented by Tusca R.S. Alexis.

EFILED 11/13/24 02 58 PM CASE NO. 22D748 Joseph P. Day, Clerk

EC

STATE OF TENNESSEE)

)

COUNTY OF DAVIDSON)

Personally appeared before me, Mitzi L. Dorris, a Notary Public in and for the aforesaid County and State, **Artemio Santamaria Salgado,** the within named bargainer, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained herein.

Artemio Santamaria Salgado
ARTEMIO SANTAMARIA SALGADO

11-13-24 AS
Date

Witness my hand in Nashville, Tennessee, this 13th day of November, 2024.

Notary Public

My Commission Expires: MITZI L. DORRIS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY MY COMMISSION EXPIRES 5-3-2027

AS

EFILED 11/13/24 02:58 PM CASE NO. 22D748 Joseph P. Day, Clerk

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Tusca R.S. Alexis, a Notary Public in and for the aforesaid County and State, **Emilia Crescencio Estebanjuan**, the within named bargainer, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained herein.

Emilia Crescencio 11-12-2024

EMILIA CRESCENCIO ESTEBANJUAN **Date**

TUSCA R. S. ALEXIS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES NOVEMBER 02, 2026

Witness my hand in Nashville, Tennessee, this 12 day of November, 2024.

Notary Public

My Commission Expires: _____

AS

EFILED 11/13/24 02.58 PM CASE NO. 22D748 Joseph P Day, Clerk

STATE OF TENNESSEE	FOURTH CIRCUIT COURT	DAVIDSON COUNTY
PERMANENT PARENTING PLAN ORDER ☐ PROPOSED ☑ AGREED ☐ ORDERED BY THE COURT		DOCKET NO: 22 D 748
PLAINTIFF EMILIA CRENCESCENCIO ESTEBANJUAN ☒ Mother ☐ Father	DEFENDANT ARTEMIO SANTAMARIA SALGADO ☐ 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
EDUARDO SANTAMARIA	11/23/2008

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 224 days Father 141days

EFILED 11/13/24 02 58 PM CASE NO. 22D748 Joseph P Day, Clerk

B. DAY-TO-DAY SCHEDULE

The Mother shall have responsibility for the care of the child except every other weekend from Friday at 6:00 pm to Monday morning at 7:00 am, when the Father will drop off the child at School.

C. HOLIDAY SCHEDULE AND OTHER SCHOOL FREE DAYS

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

	MOTHER	FATHER
Martin Luther King Day	EVEN	ODD
President's Day	ODD	EVEN
Easter	EVERY	XXXXXX
Mother's Day	EVERY	XXXXXX
Memorial Day	ODD	EVEN
Father's Day	XXXXXX	EVERY
July 4th*	EVERY	XXXXX
Labor Day	ODD	EVEN
Halloween**	EVEN	ODD
Thanksgiving Day and Friday	ODD	EVEN
Children's Birthday***	EVEN	ODD
Mother's Birthday	EVERY	XXXXXX
Father's Birthday	XXXXXX	EVERY

A holiday shall begin at 6:00 p.m. on the night preceding the holiday and end at 6:00 p.m. the night of the holiday, unless otherwise noted below.

*July 4th shall be defined as 10:00 a.m. on July 4th, until 10:00 a.m. on July 5th.

**Halloween shall be defined as pick up from school or 4:00 p.m. on non-school days to return to school next day or to other parent at 10:00 a.m. on non-school days.

***Thanksgiving shall be defined as the date and time school is dismissed for the school break, until the date and time school resumes.

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

D. FALL VACATION (*If applicable*)

Father shall have parenting time with the child every vacation Fall vacation shall be defined as after school on the day school is dismissed until return to school when school resumes.

EFILED 11/13/24 02:58 PM CASE NO. 22D748 Joseph P. Day, Clerk

E. WINTER (CHRISTMAS) VACATION

The mother shall have the children for the first period, from the day and time school is dismissed until December 25th at 2:00 p.m., in odd-numbered years. The father shall have the children for the second period December 25th at 2:00 p.m., until 6:00 p.m. on the evening before school resumes for Winter/Christmas Vacation, in odd-numbered years. This parents shall alternate the first and second periods each year.

F. SPRING VACATION

Mother shall have parenting time with the children every spring vacation Spring vacation shall be defined as after school on the day school is dismissed until return to school when school resumes.

G. SUMMER VACATION

The parties shall exercise week on week off during the summer months. Each Party shall have one full week of uninterrupted parenting time with the children in the months of June and July. The Mother and Father shall notify the other on or before May 1 each year of their preferred vacation dates. If there is a conflict in the noticed dates, the Mother's prerogative shall prevail in Odd years and the Father's prerogative shall prevail in even years.

H. TRANSPORTATION ARRANGEMENTS

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

- The Father shall pick up the child from the Mother at the beginning of his parenting time and drop the child off at the Mother's residence at the end of the Father 's Parenting time.

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:

EFILED 11/13/24 02:58 PM CASE NO. 22D748 Joseph P. Day, Clerk

II. DECISION-MAKING

A. DAY-TO-DAY DECISIONS

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

B. MAJOR DECISIONS

Major decisions regarding each child shall be made as follows:

Educational decisions	☒ mother	☐ father	☐ 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 $ 4,200.00
Mother's gross monthly income is $ 2,664.00

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 $ 290.00 ☐ weekly ☒ monthly ☐ twice per month ☐ every two weeks. **The Child Support Worksheet shall be attached to this Order as an Exhibit.***

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

   The reason for the deviation: _____

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

   How is the application of the Guidelines unjust or inappropriate?

   How is the best interests of the child served?

   _____

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

3. Payments shall begin on the first day of the month following the signing of this Order.

EFILED 11/13/24 02:58 PM CASE NO. 22D748 Joseph P. Day, Clerk

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: Mother's Home Address.
☐ A Wage Assignment Order is attached to this Parenting Plan.
☐ by direct deposit to the other parent at _____ Bank for deposit in account no. _____.
☐ income assignment not required; Explanation:_____.
☐ other:_____.

The parents acknowledge that court approval must be obtained before child support can be reduced or modified.

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

B. FEDERAL INCOME TAX EXEMPTION*

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

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

D. HEALTH AND DENTAL INSURANCE

Reasonable health insurance on the children will be:

☐ maintained by the mother
☐ maintained by the father
☒ maintained by TennCare

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.

* 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.

EFILED 11/13/24 02 58 PM CASE NO. 22D748 Joseph P Day, Clerk

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 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 $100,000.00 by whole life or term insurance. Until the child support obligation has been completed, each policy shall name the child as sole irrevocable primary beneficiary, with the ☒ other parent ☐ other as trustee for the benefit of the child to serve without bond or accounting.

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

The child is 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:

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.

EFILED 11/13/24 02.58 PM CASE NO. 22D748 Joseph P Day, Clerk

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

EFILED 11/13/24 02:58 PM CASE NO 22D748 Joseph P. Day, Clerk

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.

EFILED 11/13/24 02 58 PM CASE NO. 22D748 Joseph P Day, Clerk

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).*

Emilia Crescencio — 11/12/24 Nashville TN.
Mother — Date and Place Signed

Sworn to and subscribed before me this ___ day of November, 2024.

My commission expires: ___
Notary Public

TUSCA R. S. ALEXIS NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY MY COMMISSION EXPIRES NOVEMBER 02, 2027

Artemio Santamaria Salgado — 11-13-24 Nashville TN
Father — Date and Place Signed

MITZI L. DORRIS NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY MY COMMISSION EXPIRES 5-3-2027

Sworn to and subscribed before me this 13 day of November, 2024.

My commission expires: ___
Notary Public

APPROVED FOR ENTRY:

David L. King
Attorney for Father
TENNESSEE LAW GROUP
Address
1300 Division Street, Ste 102
Address
Nashville, Tennessee 37203
Address
David@MyLawyerTennessee.com

615-742-5373, #07311
Phone and BPR Number

Tusca R. S. Alexis
Attorney for Mother
Address
301 S. Perimeter Park Drive Suite 100
Address
Nashville, TN 37211
Address

615-781-4210, #14073
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 to the FATHER.

It is so ORDERED this the 19th day of November, 2024.

JUDGE Stephanie J. Williams

EFILED 11/13/24 02 58 PM CASE NO. 22D748 Joseph P Day, Clerk

State of Tennessee - 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:	Emilia Crescencio Estebanjuan	X		
Name of Father:	Artemio Santamaria Salgado		X	
Name of non-parent caretaker:				

TCSES case #:

Docket #: 22D748

Court Name: Fourth Circuit Court

Names(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
Eduardo Santamaria	11/23/2008	224	141	

Part II. Adjusted Gross Income

		Mother/ Column A	Father/ Column B	NonParent CareTaker/ Column C
1. Monthly Gross Income		$ 2664.00	$ 4200.00	
1a. Federal benefit for child		+ 0.00	+ 0.00	
Use Credit Worksheet 1b. Self-employment tax paid		- 0.00	- 0.00	
to calculate line items 1c. Subtotal		$ 2664.00	$ 4200.00	
1d - 1e 1d. Credit for In-home children		- 0.00	- 797.25	
1e. Credit for not In-home children		- 0.00	- 0.00	
2. Adjusted Gross Income(AGI)		$ 2664.00	$ 3402.75	
2a. Combined adjusted Gross Income	$ 6066.75			
3. Percentage share of Income (PI)		44 %	56 %	

Part III. Parent's Share of BCSO

4 BCSO alloted to primary parent's household	$ 907.00	$ 0.00	$ 0.00
4a Share of BCSO owed to primary parent	$ 0.00	$ 507.92	
5 Each Parent's average parenting time	N/A	141	
6 Parenting time adjustment	$ N/A	$ -217.58	
7 Adjusted BCSO	$ 0.00	$ 290.34	

EFILED 11/13/24 02 58 PM CASE NO 22D748 Joseph P. Day, Clerk

Part IV. Additional Expenses	Mother/ Column A	Father/ Column B	NonParent CareTaker/ Column C
8a Children's portion of health insurance preminum	$ 0.00	$ 0.00	$ 0.00
8b Recurring uninsured medical expenses	$ 0.00	$ 0.00	$ 0.00
8c Work-related childcare	$ 0.00	$ 0.00	$ 0.00
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	$ 290.34	

Part V. Presumptive Child Support Order

	OBLIGATION	
12 Presumptive Child Support Order (PCSO)	$ 0.00	$ 290.00

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

Low Income?	N	(N=15% Y=7.5%)
Current Order Flat % ?	N	(N/Y)

Modification of Currnet Child Support Order			
13a Current child support order amount for the payor parent	$ 0.00	$ 0.00
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. Deviation and FCSO

Deviations must be Substantiated by written findings in the Child Support Order			
14 Deviations (Specify):	$ 0.00	$ 0.00
15 Final Child Support Order (FCSO)	$ 0.00	$ 290.00
16 FCSO adjusted for federal benefit, Line 1a, Obligor's column	$ 0.00	$ 290.00

EFILED 11/13/24 02:58 PM CASE NO 22D748 Joseph P. Day, Clerk

State of Tennessee - 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:	Emilia Crescencio Estebanjuan	X		
Name of Father:	Artemio Santamaria Salgado		X	
Name of non-parent caretaker:				

TCSES case #:

Docket #: 22D748

Court Name: Fourth Circuit Court

Part II. Additional Children

If a parent is claiming more than five children on line 3 or line 7, use the Additional Credit sheet to list information for each child.

	Mother	Father
Parent Income Information		
1 Applicable gross income foe credit worksheet	$ 2664.00	$ 4200 00

In-Home Children

2 Below, list qualified children living in the parent's home (if none, skip to line 7):

Name(s) of Child(ren) for Mother	Date of Birth	Name(s) of Child(ren) for Father	Date of Birth
		IS	7/12/2021
		GS	11/9/2023

3 Number of qualified children living in the parent's home	0	# 2
4 Theoretical child support order (this parent's income on CS Schedule for number of children from line 3)	$ 0.00	$ 1063.00
5 75% of theoretical child support order from line 4	$ 0.00	$ 797.25

Not-In-Home-Children

6 Below, list qualified children not living in parent's home:

Name(s) of Child(ren) for Mother	Date of Birth	Name(s) of Child(ren) for Father	Date of Birth

7 Number of qualified children not living in the parent's home	0	0
8 Average documented monetary support over last 12 months	$ 0.00	$ 0.00
9 Theoretical child support order (this parent's income on CS Schedule for number of children from line 7)	$ 0.00	$ 0 00
10a 75% of theoretical child support order from line 9	$ 0.00	$ 0.00
10b Allowable credit for not-in-home children	$ 0.00	$ 0.00

EFILED 11/13/24 02 58 PM CASE NO 22D748 Joseph P Day, Clerk

. Other Children (Continued from Credit Worksheet)

In-Home Children

Below, list additional qualified children living in the parent's home:

Name(s) of child(ren) for Mother	Date of birth	Name(s) of child(ren) for Father	Date of birth

Not-In-Home Children

Below, list additional qualified children living in the parent's home:

Name(s) of child(ren) for Mother	Date of birth	Name(s) of child(ren) for Father	Date of birth

EFILED 11/13/24 02.58 PM CASE NO. 22D748 Joseph P. Day, Clerk

ISSS - Income Shares Summary Screen

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 XXXXXXXXXXXXXXX ID 000000000 RTD XX OFFICE 000

CP XXXXXXXXXXXXXXX ID 000000000 RTD XX USERID XXXXXXX

DOCKET 22D748 + # OF CHILDREN FOR THIS ORDER 1 _____ NOTEPAD N

PARENTING TYPEST - STANDARD PARENTING WORKSHEET DATE 11/12/2024 MORE +

PI MOTHER 44%	PI FATHER 56%			MOTHER	FATHER	NP CTAKER
EACH PARENT'S AVERAGE PARENTING TIME				0	141	
GROSS INCOME SUBTOTAL	LOW INCOME N		(Y/N)	2664.00	4200.00	
CREDIT FOR CHILDREN				0.00	797.25	
CHILDREN'S PORTION INS				0.00	0.00	0.00
RECURRING MEDICAL				0.00	0.00	0.00
CHILDCARE _____	(P/N/B)			0.00	0.00	0.00
PCSO				0.00	290.00	
DEVIATION 0.00	SSA BENEFIT	0.00				
				Y		
FCSO 290.00	OBLIGEE CHANGE_(Y/N)			SV(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

EFILED 11/13/24 02.58 PM CASE NO. 22D748 Joseph P. Day. Clerk

SCS - Income Shares Children Screen

O/C	Name	DOB	IN Home	PRP/ARP
O	Eduardo Santamaria	11/23/2008		
C	IS	7/12/2021	Y	ARP
C	GS	11/9/2023	Y	ARP

EFILED 11/13/24 02 58 PM CASE NO 22D748 Joseph P. Day, Clerk

It is further **ORDERED, ADJUDGED AND DECREED** that all provisions of the aforesaid Marital Dissolution Agreement are hereby approved and made the judgment of this Honorable Court.

It is further **ORDERED, ADJUDGED AND DECREED** that as a part of the of the aforesaid Marital Dissolution Agreement that the Wife, is awarded the home located on 1608 Chestnut Oak Drive, Antioch Tennessee 37013, as her sole separate property. All right, title and interest shall be divested from the Defendant/Husband, Artemio Santamaria Salgado, and vest solely in the Plaintiff/Wife, Emilia Crescencio Estebanjuan. Said property is described as follows:

Land in Davidson County, Tennessee, being lot No. 123 on the Plan of Meadow Woods, Section 3, of record in Plat No. 2000-092100-94039, said Register's Office, to which plan reference is hereby made for a more complete description thereof:

Being part of the same property conveyed to Butler Developers, LLC by deed from Sanders & McCrary Joint Venture a Tennessee joint venture of record in Book 11056, page 887, and by quitclaim deed from Butler Developers, LLC to Jerry Butler Builders, LLC of record in Instrument No. 20011119-0126391, said Register's Office.

This is improved/unimproved property known as 1608 Chestnut Oak Drive, Antioch, TN 37013.

It is further **ORDERED, ADJUDGED AND DECREED** that the Parties have made adequate provisions in the best interests of the minor child in the Parenting Plan attached, and made a part of the final decree. All provisions of the aforesaid Parenting Plan are hereby approved and made the judgment of this Honorable Court.

In accordance with *Tennessee Code Annotated §* 36-4-134, notice is hereby given that the 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 the decree for an account, any debt associated with an account or any debt. Notice is also given that it may be in a party's best interest to cancel, close or freeze any jointly held accounts.

It is further **ORDERED, ADJUDGED AND DECREED** that upon the entry of the Final Decree of Divorce, Wife's maiden name does not need to be restored. She did not change her name as a result of the marriage and maintained her maiden name. Therefore, for all legal and practical purposes, after the entry of the Final Decree of Divorce, Wife shall continue to be known as "Emilia Crescencio Estebanjuan."

It is further **ORDERED, ADJUDGED AND DECREED** that the costs of this cause shall be taxed to Husband, for which execution may issue if necessary.

November 19th
Date

Judge Stephanie J. Williams

Approved for Entry:

/s/ Tusca R.S. Alexis
TUSCA R.S. ALEXIS (#14073)
Attorney for Wife
301 South Perimeter Park Drive
Nashville, TN 37211
(615) 710-8578

/s/ David King by Tusca R.S. Alexis with permission
DAVID KING (#07311)
Attorney for Husband
TENNESSEE LAW GROUP
1300 Division Street, Suite 102
Nashville, TN 37203
(615) 74-5373

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been sent via U. S. Mail, postage prepaid, to:

David L. King
TENNESSEE LAW GROUP
1300 Division Street, Suite 102
Nashville, TN 37203

DATED this 19th day of November, 2024.

/s/ Tusca R.S. Alexis
TUSCA R. S. ALEXIS