STATE OF TENNESSEE

****

Karen Johnson Davidson County
Batch # 1273566 DEEDDIV
05/15/2025 11 49 43 AM 26 pgs
Fees $132 00 Taxes $0 00
20250515-0038324

AMY ELIZABETH UPCHURCH
[Plaintiff(s)]

vs. **Docket No:** ***13D1595***

JAMES KAY JR UPCHURCH
[Defendant(s)]

I, JOSEPH P. DAY, Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the above styled case on July 6, 2016 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 May 7, 2025.

JOSEPH P. DAY CIRCUIT COURT CLERK

JOSEPH P. DAY, Clerk,

By: _____
Deputy Clerk

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AMY ELIZABETH UPCHURCH,	)	
Plaintiff/Wife,	)	
	)	
v.	)	
	)	**DOCKET NO. 13D-1595**
JAMES KAY UPCHURCH, JR.,	)	**NOTICE OF ENTRY**
Defendant/Husband.	)	**REQUESTED**

FILED
2016 JUL -6 AM 10:06

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 6th day of July 2016 before the Honorable Phillip Robinson, Judge for the Third Circuit Court for Davidson County, Tennessee upon the Complaint for Divorce, the Marital Dissolution Agreement submitted to the Court for approval, and the record as a whole, from all of which the Court finds as follows:

That there exists between the parties such irreconcilable differences as renders a further continuation of the marriage impracticable and impossible.

The Court affirmatively finds that the Marital Dissolution Agreement and Parenting Plan entered into by the parties are adequate and sufficient for the custody and maintenance of the minor children of the marriage and THE PARENTING PLAN IS IN THE CHILDRENS BEST INTEREST and for the equitable settlement of any property rights between the parties.

It is further **ORDERED, ADJUDGED** and **DECREED** that the Marital Dissolution Agreement and Parenting Plan submitted to the Court for approval are hereby approved and made the Order of this Court and ARE in word and figures as follows:

FILED

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2016 JUL -5 AM 9:13

RICHARD R. ROOKER, CLERK

D.C

AMY ELIZABETH UPCHURCH, **Plaintiff/Wife,**	)	
v.	)	**DOCKET NO. 13D-1595**
JAMES KAY UPCHURCH, JR., **Defendant/Husband.**	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between AMY ELIZABETH UPCHURCH, (hereinafter referred to as "Wife") and JAMES KAY UPCHURCH, JR., (hereinafter referred to as "Husband") subject to the following premises, terms and conditions:

WITNESSETH:

THAT WHEREAS the parties are man and wife and, as a consequence of certain irreconcilable differences that have arisen between the parties, a Complaint for Absolute Divorce has been filed, and whereas the parties are desirous of settling the disposition of their property and support rights subject to the approval of the Court;

THAT WHEREAS the parties previously entered into a Marital Dissolution Agreement, which was filed with this Court on May 27, 2016 but the parties have agreed to cancel said Agreement and proceed to obtain a Final Decree of Divorce by the Court adopting this Agreement.

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

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

JV

ABM

2. **VENUE AND SERVICE OF PROCESS:** Each of the parties hereby acknowledges that a divorce action is pending under the above style and docket number in the Third Circuit Court for Davidson County, Tennessee. The parties waive further service of process. Each of the parties hereby submits his or her person and property to the jurisdiction of this Court. The Wife is represented by James L. Collier and Jon C. Peeler while the Husband is represented by Katie Hagan.

3. **CHILDREN:** All issues relating to the parties' minor children, David Upchurch, (DOB 3/28/2008) and Damon Upchurch, (DOB 1/13/2004), are addressed in the parties' Permanent Parenting Plan.

4. **AUTOMOBILES:** The Wife is hereby awarded the 2008 Ford Explorer, VIN #1FMEU65878UA90940, free and clear of any claim of the Husband. The Husband is hereby divested of any interest in said vehicle with all interest vested in the Wife. The Wife shall be responsible for all debt, maintenance and upkeep, and insurance associated with said vehicle and shall hold the Husband harmless thereon. The Husband shall sign any document necessary to transfer title to the Wife. The Husband is hereby awarded the 2008 Chevrolet Silverado, VIN #1GCHK29K68E159021, free and clear of any claim of the Wife. The Wife is hereby divested of any interest in said vehicle with all interest vested in the Husband. The Husband shall be responsible for all debt, maintenance and upkeep, and insurance associated with said vehicle and shall hold the Wife harmless thereon. The Wife shall sign any document necessary to transfer title to the Husband. The Husband is hereby awarded the 2008 Pontoon Boat, free and clear of any claim of the Wife. The Wife is hereby divested of any interest in said boat with all interest vested in the Husband. The Husband shall be responsible for all debt, maintenance and upkeep, and insurance associated with

JV ABU

said boat and shall hold the Wife harmless thereon. The Wife shall sign any document necessary to transfer title to the Husband.

5. **HOUSEHOLD FURNITURE, FURNISHINGS & APPLIANCES:** The parties have previously divided their personal property to their mutual satisfaction. Each party is hereby awarded said personal property free and clear of any claim of the other party.

6. **BANK ACCOUNTS/RETIREMENT ACCOUNTS:** The Husband shall be awarded the parties' joint Regions checking account free and clear of any claim of the Wife. The Wife shall cooperate in removing her name from the account. The Wife shall be awarded $105,000 from the Husband's 401 (k). The Husband shall responsible for the attorney's fees and court costs associated with the preparation and entry of the QDRO to effectuate the transfer of the $105,000 to the Wife's separate name. The Husband shall be awarded the balance. Otherwise, each party shall be awarded any and all checking, savings, or credit union accounts listed in his or her name. as well as any investment accounts, stocks, bonds, securities, certificates of deposit, or other similar investments listed in his or her name. Each of /the parties shall further be awarded any and all retirement accounts, pension benefits, 401k(s) or other similar deferred compensation plans listed in his or her name. All of the above assets shall be awarded to the party in whose name they are currently listed and the other party is divested of any right, title or interest therein.

7. **REAL PROPERTY**: The parties are the owners of the marital residence located at 6400 Alessio Road, Joelton, Tennessee 37080 Said property is financed solely in the name of the Husband. Said property shall be awarded to the Husband free and clear of any claim of the Wife. The Wife shall sign a Quit Claim Deed prepared by Counsel for the Husband. The Husband shall pay all debt, taxes, insurance, maintenance and upkeep and hold the Wife harmless thereon.

ABU

SU

8. **DEBTS AND OBLIGATIONS:** The parties currently have a joint Visa credit card with a balance of $10,543.08. Each party shall pay one-half (1/2) of said Visa debt and shall hold the other party harmless thereon. Neither party shall make any further charges on said account. Otherwise, except as specifically set forth herein, the parties do not have any joint debt.

9. **ALIMONY:** Neither party shall pay the other party alimony.

10. **ATTORNEY'S FEES & COURT COSTS:** Each party shall one-half (1/2) of all Court Costs. Each party will pay their own attorney's fees.

11. **ABILITY OF A CREDITOR TO PROCEED AGAINST THE PARTY OR PARTY'S PROPERTY:** The execution of the Marital Dissolution Agreement and the entry of the Final Decree of Divorce does not necessarily affect the ability of a creditor to proceed against the party or party's property, even though the party is not responsible under the terms of the Decree for an account, any debt associated with an account or any debt. The notice shall also state that it may be in the party's best interest to cancel, close or freeze any jointly held accounts.

12. **MISCELLANEOUS PROVISIONS:**

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

(B) In the event a creditor of either party makes a claim against the other party, which is upheld by a Court of competent jurisdiction, to pay any debts for which that party is not responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover from the responsible party the amount of any payment he or she

makes, including interest and expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

(C) In the event it becomes reasonably necessary for either party to institute legal proceedings to procure enforcement of any provisions of this Agreement, he or she will also be entitled to judgment for reasonable expenses, including attorney's fees, incurred in prosecuting said action.

(D) It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in **The Third Circuit Court for Davidson County, Tennessee** and submitted to the Court for ratification and incorporation into the Final Decree between the parties.

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

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

(G) The parties acknowledge that there are no assets owned by them, either jointly or individually, and that they have no interest in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made full disclosure to each other of all assets in which they have any interest.

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

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

(J) In the event a Court of competent jurisdiction shall hold any provision of this Agreement invalid, such invalid provisions shall not effect the other provisions of this Agreement, said provisions being severable.

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

(L) This Agreement may be altered, amended, or canceled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

(M) The Husband and Wife acknowledge that, to the best of their knowledge, they have no outstanding indebtedness other than that specifically set out herein. However, in the event that any other indebtedness exists, whoever incurred such indebtedness shall be responsible for payment.

 SV ABM

Each party covenants with the other that, from the date of the execution of this agreement, neither will contract any indebtedness upon the credit of the other and that if either shall be compelled to pay future debt of the other, then the party of whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal services.

(N) Both parties acknowledge that neither of them are relying upon any tax advice from their respective attorneys and that said attorneys have expressed no expertise regarding tax ramifications or tax consequences arising out of this Agreement. Each of the parties have been advised by their attorneys to seek tax counseling regarding the consequences of this Agreement from their own accountant or tax attorney and each of the parties acknowledge that they have had an opportunity to do so.

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

ABM

SV

EXECUTED on this 1st day of July 2016 by the Wife, and on this 1st day of July 2016 by the Husband.

Amy Upchurch
AMY ELIZABETH UPCHURCH

JAMES KAY UPCHURCH, JR.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the above County and State, the above-named AMY ELIZABETH UPCHURCH, with whom I am personally acquainted and who executed the foregoing document for the above-described purposes on this the 1st day of July, 2016.

Andrea Baker
Notary Public
My Commission Expires: July 2, 2018

ANDREA BAKER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the above County and State, the above-named, JAMES KAY UPCHURCH, JR., with whom I am personally acquainted and who executed the foregoing document for the above-described purposes on this the 1st day of July, 2016.

Notary Public
My Commission Expires: 1/6/2020

JONI GORE STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires JAN. 6, 2020

FILED
2016 MAY 27 PM 1:19
RICHARD R. ROOKER, CLERK

STATE OF TENNESSEE	COURT (Must be completed) THIRD CIRCUIT	DAVIDSON COUNTY
PERMANENT PARENTING PLAN ORDER ☐ PROPOSED X AGREED ☐ ORDERED BY THE COURT		FILE No. 13D-1595 (Must be completed)
PLAINTIFF (Name: First, Middle, Last) AMY ELIZABETH UPCHURCH X Mother ☐ Father		DEFENDANT (Name: First, Middle, Last) JAMES KAY UPCHURCH, JR. ☐ Mother X Father

FILED
2016 JUL -6 AM 10:06

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
X is a new plan.
☐ modifies an existing Parenting Plan dated _____.
☐ modifies an existing Order dated _____.

Child's Name	Date of Birth
David Upchurch	3/28/2008
Damon Upchurch	1/13/2004

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent is Mother

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

Mother 260 days Father 105 days

B. DAY-TO-DAY SCHEDULE

The Mother shall have responsibility for the care of the minor children except the Father shall have the minor children two (2) weekends per month to coincide with the Father's Saturdays off from work from Friday at 6:00 p.m. until Sunday at 6:00 p.m., and the Father shall have the minor children every Wednesday night for an overnight visit from 6:00 p.m. or earlier if the Father is able to leave work with the Father returning the minor children to school or to the Mother's at 8:00 am if school is not in session.

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	ODD	EVEN
Martin Luther King Day	EVEN	ODD
Presidents' Day	ODD	EVEN
Easter Day (unless otherwise coinciding with Spring Vacation)	EVEN	ODD
Passover Day (unless otherwise coinciding with Spring Vacation)	N/A	N/A
Mother's Day	EVERY	NONE
Memorial Day if no school	ODD	EVEN
Father's Day	NONE	EVERY
July 4th	EVEN	ODD
Labor Day	ODD	EVEN
Thanksgiving Day & Friday	EVEN	ODD

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

_____

_____

D. FALL VACATION (*If applicable*)

The day to day schedule shall apply except as follows: The Mother shall have the minor children in odd numbered years while the Father shall have the minor children in even numbered years.

E. WINTER (CHRISTMAS) VACATION

JV ABM

The Mother shall have the minor children for the first period of Christmas vacation from December 17th at 6:00 p.m. until December 25th at noon, while the Father shall have the minor children from December 25th at noon until December 31st at 6:00 p.m. in even numbered years. This schedule shall reverse in odd numbered years.

F. SPRING VACATION (*If applicable*)

The day-to-day schedule shall apply except as follows: The Mother shall have the minor children in even numbered years and the Father shall have the minor children in odd numbered years.

G. SUMMER VACATION

The day-to-day schedule shall apply except as follows: Each party shall have two (2) non-consecutive weeks of parenting time with the minor children in the summer beginning 2016. Each party shall give the other party sixty (60) days notice of when each party wishes to visit with the minor children.

Is written notice required? X Yes ☐ No. If so, 60 number of days.

H. TRANSPORTATION ARRANGEMENTS

The place of meeting for the exchange of the child shall be: The receiving parent shall be responsible for transportation.
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: Neither party shall have the minor children around the paternal grandfather, except on a supervised basis by one of the parties or another responsible adult.

II. DECISION-MAKING

A. DAY-TO-DAY DECISIONS

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

B. MAJOR DECISIONS

Major decisions regarding each child shall be made as follows:

Educational decisions	☐ Mother	☐ Father	X joint
Non-emergency health care	☐ Mother	☐ Father	X joint
Religious upbringing	☐ Mother	☐ Father	X joint
Extracurricular activities	☐ Mother	☐ Father	X joint

III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Father's gross monthly income $5,200.00
Mother's gross monthly income $2,000.00

1. The final child support order is as follows:
   a. The ☐ Mother X Father shall pay to the other parent as regular child support the sum of $770.00 ☐ weekly X 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 why: _____

2. **Retroactive Support:** A judgment is hereby awarded to ☐ Mother ☐ Father against the child support payor representing retroactive support required under

ABM SU

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. It is further ORDERED that the first child support payment shall be due on the first day of the first month following the entry of the Final Decree of Divorce. Child Support payments shall then be due on or before the first day of each month thereafter.

This support shall be paid:

☐ directly to the other parent.
X to the Central Child Support Receipting Unit, P. O. Box 305200, Nashville, Tennessee 37229, and sent to the other parent at:_____.
A Wage Assignment Order is attached to this Parenting Plan.
☐ by direct deposit to the other parent at _____ for deposit in account number ___ _____.
☐ 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/incomeshares.htm or at your local child support offices.

B. FEDERAL INCOME TAX EXEMPTION*

The X Mother ☐ Father is the parent receiving child support.

The Mother shall claim the following children: David Upchurch

The Father shall claim the following children: Damon Upchurch

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: _____.

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:

* NOTE: The child support schedule assumptions in the guidelines (140-2-4-.03 (6)(b)) assume that the parent receiving the child support will get the tax exemptions for the child.

- 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 children will be:

- ☐ maintained by the Mother
- X maintained by the Father
- ☐ maintained by both

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

Uncovered reasonable and necessary medical expenses, including medical, dental, orthodontic, deductibles or co-payments, eyeglasses, contact lens, routine annual physicals, and prescription drugs will be paid pro rata by the parents based upon the relative percentages of their income as set out in the attached Worksheet.

If available through work, the ☐ Mother X Father shall maintain dental, orthodontic, and optical insurance on the minor children.

E. LIFE INSURANCE *(Required for parent paying child support)*

The ☐ Mother ☐ Father X 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/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 children are scheduled to reside the majority of the time with the X Mother ☐ Father. 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

ABM JV

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:

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

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

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

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(ren) 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(ren) 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(ren) 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(ren) 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;

ABM SU

(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(ren). 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(ren)'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(ren)'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(ren)'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 healthcare 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(ren);

(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(ren) 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(ren) 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

ABU JU

traveling with the child(ren) 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(ren)'s education on the same basis that is provided to all parents including the right of access to the child(ren) 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(ren)'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:

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 the other parent may file a petition in opposition to the move within thirty (30) days of receipt of the notice.

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 rather than one agreed by both parents.)***

Amy Upchurch — 3-26-16
Mother — Date and Place Signed

Sworn to and subscribed before me this 26th day of May, 2016.

My commission expires: 1.9.18 — Ashley M. Pope
Notary Public

ASHLEY M. POPE STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

x Jon K Upchurch — MAY 20, 2016 Nashville TN
Father — Date and Place Signed

Sworn to and subscribed before me this 20 day of MAY, 2016.

My commission expires: 2/10/2019 — Mary Rennie
Notary Public

MARY RENNIE STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

APPROVED FOR ENTRY:

James L. Collier
Attorney for Mother
Washington Square, Suite 210
Address
222 Second Avenue North
Address
Nashville, TN 37201
Address
(615) 250-8000 BPR# 17303
Phone and BPR Number

Katie Hagan
Attorney for Father

COURT COSTS (If applicable)

Court costs, if any, are taxed as follows: Each party shall pay one-half (1/2) of all Court Costs.

It is so ORDERED this the 6 day of July, 2016.

JUDGE

Effective as of 7/22/2008

State of Tennessee - Department of Human Services
Child Support Worksheet

5/4/2016 - 1:40 PM

2016 MAY 27 PM 1:20
RICHARD R. ROOKER, CLERK

FILED
2016 JUL 6 AM 10:06

Part I. Identification

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

		BRP	ARP	SPLIT
Name of Mother:	AMY ELIZABETH UPCHURCH	X		
Name of Father:	JAMES KAY UPCHURCH		X	
Name of non-parent Caretaker:				
TCSES case #:				
Docket #:	13-D31595			
Court name:	THIRD CIRCUIT COURT			

Name(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
DAVID UPCHURCH	3/28/2008	260	105	
DAMON UPCHURCH	1/13/2004	260	105	

Part II. Adjusted Gross Income

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

			Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
1	Monthly Gross Income		$ 2,000.00	$ 5,200.00	
	1a	Federal benefit for child	+	+	
	1b	Self-employment tax paid	-	-	
	1c	Subtotal	2,000.00	5,200.00	
	1d	Credit for in-home children	- 0.00	- 0.00	
	1e	Credit for not-in-home children	- 0.00	- 0.00	
2	Adjusted Gross Income (AGI)		$ 2,000.00	$ 5,200.00	
2a	Combined Adjusted Gross Income	$7,200.00			
3	Percentage Share of Income (PI)		28%	72%	

Part III. Parents' Share of BCSO

4	BCSO allotted to primary parent's household	$ 1280.00	$ 0.00	$ 0.00
4a	Share of BCSO owed to primary parent	$ 0.00	$ 921.60	
5	Each parent's average parenting time	N/A	105	
6	Parenting time adjustment	$ N/A	$ -54.01	
7	Adjusted BCSO	$ 0.00	$ 867.59	

Child Support Worksheet

Part IV. Additional Expenses

		Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
8a	Children's portion of health insurance premium	$ 0.00	$ 350 00	$
8b	Recurring uninsured medical expenses	$ 0.00	$ 0 00	$
8c	Work-related childcare	$ 0.00	$ 0.00	$
9	Total additional expenses	$ 0 00	$ 350 00	$ 0.00
10	Share of additional expenses owed	$ 98.00	$ 0.00	
11	Adjusted Support Obligation (ASO)	$ 98.00	$ 867 59	

Part V. Presumptive Child Support Order

		OBLIGATION	
12	Presumptive Child Support Order (PCSO)	$ 0 00	$ 770 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 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	Final Child Support Order (FCSO)	$ 0 00	$ 770.00
16	FCSO adjusted for Federal benefit, Line 1a, Obligor's column	$ 0.00	$ 770.00

Comments, Calculations, or Rebuttals to Schedule

Preparer's Use Only

Name: Katie Hagan Date: 5/4/2016

Title: Attorney for Jay Upchurch

It is, therefore, **ORDERED, ADJUDGED** and **DECREED** that the Plaintiff, Amy Elizabeth Upchurch, is hereby awarded an absolute divorce on the grounds of irreconcilable differences and both parties are hereby restored all the rights and privileges of unmarried persons.

It is further **ORDERED** that each party shall pay one-half (1/2) of all Court costs associated with this cause of action, for which execution shall issue if necessary.

The current address of the Wife is 6410 Alessio Road, Joelton, TN 37080 while the current address of the Husband is 6400 Alessio Road, Joelton, TN 37080.

Entered this 6 day of July 2016

PHILLIP ROBINSON, JUDGE

APPROVED FOR ENTRY:

James L. Collier #17303
Attorney for the Wife
Washington Square, Suite 210
222 Second Avenue North
Nashville, Tennessee 37201
(615) 250-8000

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the forgoing has been mailed to the following:

Katie Hagan
Attorney at Law
214 Second Avenue North
Suite 400
Nashville, TN 37201

on this the 6th day of July 2016

James L. Collier

CERTIFICATE OF SERVICE

DOCKET NO. 13D1595

I hereby certify I have mailed a copy of the foregoing to the parties/counsel listed below, on this 12TH day of JULY, 2016.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____
Deputy Clerk

JAMES L. COLLIER, ATTORNEY
WASHINGTON SQ., SUITE 210
222 SECOND AVE. NORTH
NASHVILLE, TN 37201

KATIE HAGAN, ATTORNEY
214 2ND AVE. NORTH, SUITE 400
N ASHVILLE, TN 37201