ELECTRONICALLY RECEIVED 2025 Dec 18 10:48 AM - MCCHCVDI250000156 Montgomery County, Chancery Court

IN THE CHANCERY COURT FOR MONTGOMERY COUNTY, TENNESSEE AT CLARKSVILLE

CORINA VELASQUEZ, Complainant,	)	
	)	Docket No.: MC CH CV DI 25-156
v.	)	
	)	Hon. Chancellor Ben Dean
RAUL ANTONIO GARCIA HERRERA, Respondent.	)	

FINAL DECREE OF ABSOLUTE DIVORCE BY DEFAULT

THIS CAUSE came on to be heard on the 18th day of December 2025, before the Honorable Chancellor Ben Dean for the Chancery Court for Montgomery County, Tennessee, upon the Complaint for Absolute Divorce filed in this cause, upon service of process via private service, upon a *Renewed Motion for Default Judgment* filed by the Complainant, upon no appearance or Answer by the Respondent, **RAUL ANTONIO GARCIA HERRERA**, and upon the entire record, and it satisfactorily appearing to the Court from the proof that the Complainant has demonstrated sufficient grounds and should be awarded a divorce on the grounds of inappropriate marital conduct as contemplated by T.C.A. § 36-4-101(11) and irreconcilable differences pursuant to T.C.A. § 36-4-101(14).

Notice is given pursuant to T.C.A. § 36-4-134 that this 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. It may be in a party's best interest to cancel, close or freeze any jointly held accounts.

1. **IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED** by the Court that the bonds of matrimony subsisting between the Complainant ("Wife" hereafter) and the Respondent ("Husband" hereafter), be and they are hereby, forever and permanently dissolved, that Wife is granted a divorce on the grounds of irreconcilable differences and inappropriate

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marital conduct, and Wife and Husband are restored to all the rights and privileges of unmarried persons. Specifically, that Husband is guilty of inappropriate marital conduct.

2. **IT IS FURTHER ORDERED** that there are two (2) minor children of this marriage, and the Permanent Parenting Plan attached hereto as **Exhibit A** is incorporated into this Final Decree and made an Order of this Honorable Court. This plan addresses all issues relative to the custody, care, and control of the minor children, and is in the best interests of the minor children.

3. **IT IS FURTHER ORDERED** that Husband/Father shall pay child support in the amount of $2,247.00, per month, to Wife/Mother for the minor children in accordance with the Tennessee Child Support Guidelines; the Child Support Worksheet is attached hereto and incorporated into this Final Decree and made an Order of this Honorable Court. Husband/Father's child support shall be paid though the Central Child Support Receipting Unit, P. O. Box 305200, Nashville, Tennessee 37229, and sent from there to Wife/Mother at: 506 Aspen Drive, Clarksville, Tennessee 37042.

4. **IT IS FURTHER ORDERED** that Husband/Father shall pay child support arrears in the amount of $8,000.00 in accordance with the Order entered by this Honorable Court on August 4, 2025, and Husband's non-payment of said obligation. Husband/Father shall make payments in the amount of $166.67 per month for four (4) years or until paid in full.

5. **IT IS FURTHER ORDERED** that Wife shall receive the parties' riding lawn mower currently located at Husband's primary residence of 838 Britton Springs Road, Clarksville, Tennessee 37042. There is a current Order of Protection and therefore, Husband shall not be present when Wife picks up the riding lawn mower. Wife may retrieve the lawn mower immediately upon entry of this Order.

6. **IT IS FURTHER ORDERED** that all other furniture, furnishings, and personal effects presently in the possession of Wife shall be her sole and separate property divided of any right, title, or interest of Husband, and any interest Husband had in said property is hereby divested from Husband and vested in Wife.

With the exception of the riding lawn mower set forth in Section 4., all other furniture, furnishings, and personal effects presently in the possession of Husband will be his sole and separate property divided of any right, title, or interest of Wife, and any interest Wife had in said property is hereby divested from Wife and vested in Husband.

7. **IT IS FURTHER ORDERED** that Wife shall keep as her sole and separate property the 2014 Toyota Sienna (VIN:5tdkk3dc4es413536) currently in her possession and shall be financially responsible for said vehicle(s). Wife shall keep the 2014 Toyota Sienna as her sole and separate property, free from any right or claim of Husband; any interest Husband has in the 2014 Toyota Sienna is hereby divested from Husband and vested solely in Wife. Wife is hereby unfettered in her desired disposition of the 2014 Toyota Sienna, divided on any right, title, or interest of Husband. Upon entry of this Decree, Wife has the sole legal authority and right to retitle the 2014 Toyota Sienna into her sole name. This decree shall provide Wife the authority to retitle the vehicle into her sole name should Husband not avail himself within thirty (30) days of the entry of this Final Decree.

8. **IT IS FURTHER ORDERED** that Wife shall keep as her sole and separate property the 2014 Toyota Tundra (VIN:5ftbw5f18ex329077). Husband shall have fourteen (14) days to return the 2014 Toyota Tundra to Wife following the entry of this Decree. If Father does not produce the vehicle within the allotted timeframe, Wife may pick up the vehicle from Father's primary residence located at 838 Britton Springs Road, Clarksville, TN 37042. Only upon receipt

of the Toyota Tundra shall Wife become financially responsible for said vehicle(s). Wife shall keep the 2014 Toyota Tundra as her sole and separate property, free from any right or claim of Husband; any interest Husband has in the 2014 Toyota Tundra is hereby divested from Husband and vested solely in Wife. Wife is hereby unfettered in her desired disposition of the 2014 Toyota Tundra, divided on any right, title, or interest of Husband. This decree shall provide Wife the authority to retitle the vehicle into her sole name should Husband not avail himself within thirty (30) days of the entry of this Final Decree.

9. **IT IS FURTHER ORDERED** that Husband shall keep as his sole and separate property the 2004 GMC 4500 (VIN: 5tfbw5fl18ex329077) in his possession and shall be financially responsible for said vehicle. Husband shall keep the 2004 GMC 4500 as his sole and separate property, free from any right or claim of Wife. Any and all interest Wife has in the 2004 GMC 4500 is hereby divested from Wife and vested in Husband. Husband is hereby unfettered in his desired disposition of the 2004 GMC 4500, divided of any right, title, or interest of Wife.

10. **IT IS FURTHER ORDERED** that Husband shall deliver to Wife any personal property awarded to her pursuant to this Final Decree of Divorce in good working condition, reasonable wear and tear excepted. This includes, but is not limited to, the riding lawn mower and vehicle awarded to Wife in Sections 6 and 8 respectively. Husband is specifically prohibited from damaging, disabling, withholding parts from, or otherwise rendering inoperable any item of property awarded to Wife, either directly or indirectly. Pursuant to the Order of Protection, Husband has the responsibility to have a third-party deliver Wife her awarded property, the third-party individual is equally liable to this section and is hereby specifically prohibited from damaging, disabling, withholding parts from, or otherwise rendering inoperable any item of property awarded to Wife, either directly or indirectly, during the exchange process. In the event

Husband and/or his third-party deliver any such property in a nonworking, damaged, or materially altered condition, or fails to deliver it in good faith, Wife shall be entitled to seek monetary compensation for the value of the damaged property, attorney's fees, and sanctions, and may pursue civil or criminal contempt relief as appropriate with Husband's waste. Husband is further placed on notice that any such actions may be considered a willful violation of this Order and may result in a finding of contempt of court.

11. **IT IS FURTHER ORDERED** that the parties own two (2) boats, one is in the possession of Husband, and one is in the possession of Wife.

a. The boat in Husband's current possession is hereby his complete sole and separate property, free from any right or claim of Wife, and Husband is solely financially responsible for this boat. Any and all interest Wife has in the boat in Husband's possession is hereby divested from Wife and vested in Husband. Husband is hereby unfettered in his desired disposition of the boat in Husband's possession, divided of any right, title, or interest of Wife.

b. Husband shall have thirty (30) days from the entry of this Decree to retrieve the boat currently at Wife's property of 506 Aspen Drive, Clarksville, TN 37042. Husband is solely financially responsible for this boat. Pursuant to the current Order of Protection in this matter, Husband is responsible for executing the retrieval without personally coming to Wife's property, and it is Husband's sole financial responsibility to retrieve the boat at Aspen Drive. Only upon retrieval and removal from Aspen Drive, is this boat to be considered the sole and separate property of Husband. Only upon retrieval and removal from Aspen Drive, is Wife's rights and interests divested from Wife and vested in Husband. Only upon retrieval and

removal from Aspen Drive, is Husband unfettered in his desired disposition of this boat, divided of any right, title, or interest of Wife

c. If Husband does not retrieve the boat located on Wife's property within thirty (30) days from the entry of this Decree, said boat located at 506 Aspen Drive, Clarksville, TN 37042, becomes the sole and separate property of Wife, free from any right or interest of Husband, and any right he had is hereby divested from him and vested in her, so that she is unfettered in her desired disposition of the boat located at Aspen Drive. Husband shall remain financially responsible for the boat until such time as Wife has a desired disposition of the boat awarded to her under these terms. In the event that Wife sells or scraps the boat, all proceeds shall belong to Wife under this part of the Decree.

12. **IT IS FURTHER ORDERED** that Husband may have vehicles in the name of his company, the name of which is unknown to Wife. Wife shall receive *alimony in futuro* from Husband and said amount compensates Wife for her interest in the vehicles owned by Husband's company, the terms of the *alimony in futuro* are set forth in Section 21. Wife is awarded *alimony in futuro* from Husband, which includes considered compensation for her marital interest in Husband's business' vehicles. In the event Husband fails to comply with his alimony obligations, and Wife initiates a contempt action, Wife's interest in Husband's business' vehicles shall be reinstated and subject to full adjudication as marital assets. Husband is hereby placed on notice that any noncompliance may result in the Court reopening the issue of property division and awarding Wife a direct ownership interest or monetary judgment against the business' vehicles.

13. **IT IS FURTHER ORDERED** that both parties shall execute any documents necessary to put the above agreements regarding the parties' real property or vehicles into effect

within fourteen (14) days of being provided any such documentation by the other party. If said documentation is not completed, this Final Decree shall authorize the other party to effectuate any transfer of property without the cooperation and/or signature of the other.

14. **IT IS FURTHER ORDERED** that Wife has a marital interest in Husband's company. Wife is awarded *alimony in futuro* from Husband, which includes considered compensation for her marital interest in Husband's business; the terms of the *alimony in futuro* are set forth in Section 21. In the event Husband fails to comply with his alimony obligations, and Wife initiates a contempt action, Wife's interest in Husband's business shall be reinstated and subject to full adjudication as a marital asset. Husband is hereby placed on notice that any noncompliance may result in the Court reopening the issue of property division and awarding Wife a direct ownership interest or monetary judgment against the business.

15. **IT IS FURTHER ORDERED** that each party shall pay and continue to pay all the debts that are in their name and shall hold the other party harmless on any and all such debts. Neither party shall incur any further debt for which the other party is liable from date of the entry of this Final Decree and if any such debt is incurred by one spouse without expressed written consent of the other, then the spouse who causes such unauthorized indebtedness shall be responsible for its full payment and hold the other spouse harmless therefrom.

16. **IT IS FURTHER ORDERED** that the parties own the real property known as 506 Aspen Drive, Clarksville, TN 37042, and Wife shall keep the Aspen Drive property as her sole and separate property, free from any right, claim, or interest of Husband. Any and all interest Husband has in 506 Aspen Drive, Clarksville, TN 37042, is hereby divested from Husband and vested in Wife. Husband shall have thirty (30) days from the entry of this Decree to execute a quitclaim deed divesting him of any and all interest he has in said property and vesting Wife with

said interest. The drafting of the quitclaim deed is the responsibility of Husband, and he shall provide Wife, in a means that does not violate the Order of Protection, his entered deed to execute her portion and file with the Montgomery County Register of Deeds. In the event Husband does not avail himself for the completion of the quitclaim deed, this Final Decree shall provide Wife and the necessary Court officials/personnel the authority to execute a quitclaim deed after thirty-one (31) days from the date of entry.

In the event this decree is deemed insufficient for the execution of the necessary quitclaim deed to transfer Husband's interest in said property to Wife, and Wife initiates a contempt action against Husband for failure to execute a quitclaim deed, Wife shall be awarded attorney's fees and costs for having to enforce this Decree.

17. **IT IS FURTHER ORDERED** that the parties own the real property known as 426 Neelys Bend Road, Madison, TN 37115, and Wife shall keep the Neelys Bend Road property as her sole and separate property, free from any right, claim, or interest of Husband, following the below provisions:

a. Husband has failed to pay the mortgage on 426 Neelys Bend Road, Madison, TN 37115 for an unknown timeframe and the loan is in a deficit and is the subject of foreclosure proceedings.

b. Husband shall immediately bring the mortgage current on 426 Neelys Bend Road, Madison TN 37115.

c. If Husband does not bring the mortgage current and Wife is able to secure the necessary funds to stall the foreclosure proceedings, then Wife shall hold any right, claim or interest in the real property immediately upon payment of the delinquent mortgage. The decree shall serve as authorization for Wife to refinance this

property into her sole name within five (5) years if Wife has not sold or otherwise disposed of the property.

d. Upon entry of this Decree, Wife shall have full access to communicate with the mortgage company and any other entities involved with the foreclosure of the property to have any and all proceeds conveyed to her name should the property be sold at auction and a profit be received.

e. If the property should be sold via auction, and a balance remains, any and all outstanding fees should be the sole responsibility of Husband and Wife shall be held harmless therefrom.

f. In the event that Wife initiates a contempt action against Husband for failure to execute a quitclaim deed should Wife be able to preserve this marital asset and/or for his willful failure to pay the mortgage resulting in the dissipation of a marital asset, she shall be awarded attorney's fees and costs for having to enforce this Decree.

18. **IT IS FURTHER ORDERED** that the parties own the real property known as 1718 Jones Street, Hopkinsville, Kentucky 42240, and Wife shall keep the 1718 Jones Street property as her sole and separate property, free from any right, claim, or interest of Husband. Any and all interest Husband has in 1718 Jones Street, Hopkinsville, KY 42240, is hereby divested from Husband and vested in Wife. Husband shall have thirty (30) days from the entry of this Decree to execute a quitclaim deed divesting him of any and all interest he has in said property and vesting Wife with said interest. The drafting of the quitclaim deed is the responsibility of Husband, and he shall provide Wife, in a means that does not violate the Order of Protection, his entered deed to execute her portion and file with the Christian County Register of Deeds. In the

event Husband does not avail himself for the completion of the quitclaim deed, this Final Decree shall provide Wife and the necessary Court officials/personnel the authority to execute a quitclaim deed after thirty-one (31) days from the date of entry.

In the event this decree is deemed insufficient for the execution of the necessary quitclaim deed to transfer Husband's interest in said property to Wife, and Wife initiates a contempt action against Husband for failure to execute a quitclaim deed, Wife shall be awarded attorney's fees and costs for having to enforce this Decree.

19. **IT IS FURTHER ORDERED** that the parties own all the following additional properties: (1) 1720 Jones Street, Hopkinsville, KY 42240; (2) 3412 Current Drive, Clarksville, TN 37042; (3) 612 Collette Drive, Hopkinsville, KY 42240; and, (4) 3389 Durrett Drive, Clarksville, TN 37042. Wife is awarded *alimony in futuro* from Husband, which includes considered compensation for her marital interest in these four (4) named real properties; the terms of the *alimony in futuro* are set forth in Section 21. In accepting this alimony award, Wife waives any claim of ownership or equitable interest in said real properties. However, should Husband fail to comply with his alimony obligations, and Wife initiates a contempt action, Wife's previously waived interests in the real properties shall be reinstated and subject to full adjudication as marital assets. Husband is hereby placed on notice that noncompliance may result in the Court reopening the issue of property division and awarding Wife a direct ownership interest or monetary judgment against this and other real estate holdings.

20. **IT IS FURTHER ORDERED** that at the time this Decree was entered by default judgment, there are facts asserting Husband has other properties titled in his name individually, jointly with others, held in the name of his business entity, or business he has interest in, or

used in connection with a business operated by Husband. Wife is awarded *alimony in futuro* from Husband, which includes considered compensation for any marital interest she may have in real property in which Husband currently holds, or has held during the marriage, any legal, equitable, or beneficial interest; the terms of the *alimony in futuro* are set forth in Section 21. This includes, but is not limited to, property titled in Husband's name individually, jointly with others, held in the name of any business entity, trust, or nominee, or used in connection with any business operated by Husband, or in which he has an interest. In consideration of this alimony award, Wife knowingly and voluntarily waives any present or future claim to such real estate, whether such interest has been disclosed or remains undisclosed. However, in the event Husband fails to comply with his alimony obligations, and Wife initiates a contempt action, all such previously waived interests shall be reinstated and subject to full adjudication as marital property. Husband is hereby placed on notice that noncompliance may result in the Court reopening the issue of property division and awarding Wife a direct ownership interest or monetary judgment against any such real property.

21. **IT IS FURTHER ORDERED** that Husband shall pay to Wife *alimony in futuro* in the amount of $3,000.00 per month, on the 1st of every month, beginning on the 1st day of the first full month following entry of this Final Decree of Divorce:

a. Said alimony shall terminate only upon the death of either party, the remarriage of Wife, or Wife's cohabitation with a romantic partner, as defined by Tennessee law.

b. Excluding the vehicles set forth in Sections 6 and 7, and excluding the real properties set forth in Sections 16, 17 and 18 of this Decree, which shall be Wife's sole and separate property. In consideration for this alimony award, Wife hereby waives any right, title, claim, or interest—legal, equitable, or beneficial—in and to:

i. Any other real property in which Husband holds, or has held during the marriage, any legal, equitable, or beneficial interest, including but not limited to any property titled in Husband's name individually, jointly with others, in the name of a trust, company, or nominee, or used in connection with any business operated by or affiliated with Husband, whether such interest has been disclosed or remains undisclosed;

ii. Any business or business interest owned, operated, or controlled by Husband, whether held individually, jointly with others, or through any corporate entity, partnership, LLC, or other organization, including any business established before, during, or after the marriage; and,

iii. Any other vehicles, including but not limited to automobiles, trucks, trailers, motorcycles, boats, or equipment, titled in the name of Husband individually, jointly with others, or in the name of any business, company, or other entity in which Husband holds any ownership or beneficial interest, or which are used in connection with any such business.

c. The parties acknowledge that Wife is accepting this alimony in lieu of any claim to or division of the above-described real estate, business interests, or vehicles, and that the amount and permanent nature of said alimony reflects the substantial value of the marital interests being waived.

d. Husband is hereby placed on notice that in the event he fails to comply with his alimony obligations and Wife is required to initiate a contempt action, all previously waived interests in Husband's real estate, business interests, and vehicles shall be fully reinstated and subject to adjudication as marital property. Upon such

reinstatement, the Court may award Wife a direct ownership interest, monetary judgment, or any other appropriate relief against said assets.

e. Wife shall be entitled to conduct post-judgment discovery concerning Husband's financial status, assets, and income in aid of enforcement of this alimony award, including but not limited to discovery related to real property, business interests, and vehicle ownership.

f. It is further expressly agreed and ordered that this alimony obligation is in the nature of support and shall not be dischargeable in bankruptcy pursuant to applicable federal bankruptcy laws.

22. **IT IS FURTHER ORDERED** that the parties' checking and/or savings account held in their sole names shall be the sole and separate property of each party, free from any right or claim of the other party.

a. Any checking/savings account held in Husband's name shall be the sole and separate property of Husband, free from any right or claim of Wife. Any and all interest Wife had in this account is hereby divested from Wife and vested in Husband.

b. Any checking/savings account held in Wife's name shall be the sole and separate property of Wife, free from any right or claim of Husband. Any and all interest Husband had in this account is hereby divested from Husband and vested in Wife.

23. **IT IS FURTHER ORDERED** that neither party shall hereafter charge or cause or permit to be charged to or against the other any purchase which either of them may hereafter make, nor create any obligations in the name of or against the other, not secure or attempt to secure any credit upon or in connection with the other, or in his or her name.

24. **IT IS FURTHER ORDERED** the parties shall file separate tax returns for the year 2025 and all future years.

25. **IT IS FURTHER ORDERED** both parties are now devoid of any rights, claim, or interest they have to each other's retirement, pension funds, investments, 401k's, or any other financial assets derived from any source now and forever that is not expressly named within this Order.

26. **IT IS FURTHER ORDERED** that each party is responsible for obtaining his or her own medical and dental insurance coverage upon entry of the Final Decree of Divorce.

27. **IT IS FURTHER ORDERED** that in the event it becomes necessary for either party to bring a Court action to assist in the enforcement of the Final Decree of Divorce, and the Court finds that one of the parties has violated the terms contained herein, any Order to enforce compliance with the terms shall include the expense of litigation, including but not limited to, attorney's fees assessed against the violating party.

a. Further, in the event that Wife has to seek and initiate any court action to enforce the terms of this Final Decree including but not limited to a petition for contempt based on failure to pay alimony, refusal to surrender awarded property, or delivery of property in nonworking or damaged condition, Wife shall be entitled to seek monetary compensation, reinstatement of previously waived marital interests in real estate, business assets, and vehicles, attorney's fees, court costs, and all other appropriate relief, including civil or criminal contempt sanctions.

b. The Court expressly retains jurisdiction to enforce the terms of this Decree and to award Wife any appropriate remedy in the event of Husband's noncompliance, bad faith, or intentional destruction, withholding, or devaluation of marital property

awarded to her.

28. That the costs of this cause have been paid.

29. That Wayne D. Hibbeler is relieved as counsel for Wife upon the entering of this Final Decree.

ENTERED this the 18th **day of** December **202**5.

12/18/25

HONORABLE BEN DEAN

APPROVED FOR ENTRY:
HIBBELER & ASSOCIATES, PLLC

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CERTIFICATE OF SERVICE

I hereby certify that copy of the foregoing was provided to Raul Garcia Herrera at his address of service 838 Britton Springs Road, Clarksville, Tennessee 37042, via USPS mail, postage prepaid, on this the 18 day of December 2025.

Wayne D. Hibbeler

EXHIBIT

A

STATE OF TENNESSEE	CHANCERY COURT	MONTGOMERY COUNTY
PERMANENT PARENTING PLAN ORDER ☐ PROPOSED ☐ AGREED ☒ ORDERED BY THE COURT		FILE NO. DI 25-156 DIVISION _____

COMPLAINANT *(Name: First, Middle, Last)*	RESPONDENT *(Name: First, Middle, Last)*
CORINA VELASQUEZ	RAUL ANTONIO GARCIA HERRERA
☒ Mother ☐ Father	☐ 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
Natalya Sarai Garcia	01/11/2008
Lesly Damari Garcia	08/05/2011

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 365 days Father 0 days

B. DAY-TO-DAY SCHEDULE

There is a current Order of Protection against Father to protect Mother and the minor children. Pursuant to the terms of the Order of Protection, Mother shall have the responsibility of the day-to-day care of the minor children.

This parenting schedule begins ☒ December 18, 2025 **or** ☐ date of the Court's Order.
Day and Time

C. HOLIDAY SCHEDULE AND OTHER SCHOOL FREE DAYS

The day-to-day schedule shall apply.

D. FALL VACATION (*If applicable*)

The day-to-day schedule shall apply.

E. WINTER (CHRISTMAS) VACATION

The day-to-day schedule shall apply.

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: Not applicable.
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)*

Not applicable.

J. OTHER

The following special provisions apply: There is an active Order of Protection in place against Father. Father is not permitted to be around Mother or the minor children.

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 $16,000.00
Mother's gross monthly income is $1,256.67

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 $2,247.00 ☐ weekly ☒ monthly ☐ twice per month ☐ every two weeks. **The Child Support Worksheet shall be attached to this Order as an Exhibit.***

   There is no deviation.

2. Retroactive Support: A judgment is hereby awarded in the amount of $8,000.00 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 August 4, 2025 which shall be paid (including pre/post judgment interest) at the rate of $166.67 per ☐ week ☒ month ☐ twice per month ☐ every two weeks until the judgment is paid in full.

3. Payments shall begin on the **18th day of December 2025** or ☐ date of the Court's Order.

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: 506 Aspen Drive, Clarksville, TN 37042.
☐ 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 following children: Natalya Garcia and Lesly Garcia EVERY year.

The Father shall claim the following children: None.

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
☒ maintained by the father
☒ maintained by TennCare/Medicaid if eligible

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

Uncovered reasonable and necessary medical expenses, which may include but is not limited to, deductibles or co-payments, eyeglasses, contact lens, routine annual physicals, and counseling will be paid by ☐ mother ☒ father ☐ equally between Mother and 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.

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* 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.

If available through work, the ☐ mother ☒ father shall maintain dental, orthodontic, and optical insurance on the minor child or children.

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 ☐ 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 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.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

Under penalty of perjury, we declare that this plan has been proposed in good faith and is in the best interest of each minor child and that the statements herein and on the attached child support worksheets are true and correct. *(A notary public is required if this is a proposed plan by one parent. A notary public is required if this is an agreed plan by both parents.)*

_____ _____

Mother Date and Place Signed

Sworn to and subscribed before me this _____ day of _____ 20_____.

My commission expires:_____ _____

Notary Public

_____ _____

Father Date and Place Signed

Sworn to and subscribed before me this _____ day of _____ 20_____.

My commission expires:_____ _____

Notary Public

APPROVED FOR ENTRY:

_____

Wayne D. Hibbeler
Attorney for Mother
151 W Dunbar Cave Road
Address
Clarksville, TN 37040
Address
(931) 919-5075 / BPR No. 24490
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:
Costs in this matter have been prepaid.

Finding of Best Interest

Upon this Court's review of the Parenting Plan, the Court finds the Parenting Plan: (i) makes adequate and sufficient provisions for the custody and maintenance of the parties' minor child(ren), (ii) provides reasonable allocation of parenting time in accordance with Tenn. Code Ann. § 36-6-106(a), (iii) properly allocates parenting responsibility pursuant to Tenn. Code Ann. § 36-6-407, and (iv) is in the best interest of the parties' minor child(ren).

It is so ORDERED this the 18th day of Dec. 2025.

Chancellor Ben Dean

STATE OF TENNESSEE	CHANCERY COURT	MONTGOMERY COUNTY
PERMANENT PARENTING PLAN ORDER ☐ PROPOSED ☐ AGREED ☒ ORDERED BY THE COURT		FILE NO. DI 25-156 DIVISION _____

COMPLAINANT *(Name: First, Middle, Last)*	RESPONDENT *(Name: First, Middle, Last)*
CORINA VELASQUEZ	RAUL ANTONIO GARCIA HERRERA
☒ Mother ☐ Father	☐ Mother ☒ Father

Effective as of 10/01/2021

State of Tennessee - Department of Human Services
Child Support Worksheet

12/17/2025 - 8:58 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:	Corina Velasquez	X		
Name of Father or Parent 2:	Raul Garcia Herrera		X	
Name of non-parent Caretaker:				
TCSES case #:				
Docket #:	MC CH CV DI 25-156			
Court name:	Montgomery County Chancery Court			

Name(s) of Child(ren)	Date of Birth	Days with Mother or Parent 1	Days with Father or Parent 2	Days with Caretaker
Natalya Sarai Garcia	1/11/2008	365	0	
Lesly Damari Garcia	8/5/2011	365	0	

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		$ 1,256.67	$ 16,000.00	
1a	Federal benefit for child		+	+	
1b	Self-employment tax paid		-	-	
1c	Subtotal		1,256.67	16,000.00	
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)		$ 1,256.67	$ 16,000.00	
2a	Combined Adjusted Gross Income	$17,256.67			
3	Percentage Share of Income (PI)		7%	93%	
3a	Means Tested Income only (Y/N)		N	N	

Part III. Parents' Share of BCSO

		Mother or Parent1 \ Column A	Father or Parent 2 \ Column B	Nonparent Caretaker \ Column C
4	BCSO allotted to primary parent's household	$ 2032.00	$ 0.00	$ 0.00
4a	Share of BCSO owed to primary parent	$ 0.00	$ 1889.76	
4b	BCSO if Self Support Reserve (SSR) is applied	N/A	N/A	
5	Each parent's average parenting time	N/A	0	
5a	Parenting Time Adjustment (68 or less days)	N/A	357.24	
5b	Adjusted BCSO (68 or less days)	N/A	2247.00	
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	$ 2,247.00	

Effective as of 10/01/2021

State of Tennessee - Department of Human Services
Child Support Worksheet

12/17/2025 - 8:58 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	$ 2,247.00	

Part V. Presumptive Child Support Order

		OBLIGATION	
12	Presumptive Child Support Order (PCSO)	$ 0.00	$ 2,247.00

* 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	$ 2,247.00
17	FCSO adjusted for Federal benefit, Line 1a, Obligor's column.	$ 0.00	$ 2,247.00

Comments, Calculations, or Rebuttals to Schedule

Preparer's Use Only

Name: Wayne D. Hibbeler Date: 12/17/2025

Title: Attorney for Mother

Effective as of 10/01/2021

State of Tennessee - Department of Human Services
Excel Summary Sheet

12/17/2025 8:58 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 XXXXXXXXXXXXXXX ID 000000000 RTD XX OFFICE 000
CP XXXXXXXXXXXXXXX ID 000000000 RTD XX USERID XXXXXXX
DOCKET MC CH CV DI 25-156 +# OF CHILDREN FOR THIS ORDER 2 NOTEPAD N
PARENTING TYPE ST - STANDARD PARENTING WORKSHEET DATE 12/17/2025
MORE +

	PI MOTHER 7%	PI FATHER 93%	MOTHER	FATHER	NP CTAKER
EACH PARENT'S AVERAGE PARENTING TIME			0	0	
GROSS INCOME SUBTOTAL			1256.67	16000.00	
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	2247.00	

DEVIATION 0.00 SSA BENEFIT 0.00
FCSO 2247.00 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	Natalya Sarai Garcia	1/11/2008		
O	Lesly Damari Garcia	8/5/2011		

State of Tennessee

County of Montgomery

Case No. **MCCHCVDI250000156**

I, Heather L. Moore, Clerk and Master of Montgomery County, Tennessee, hereby certify that the attached foregoing copy of the **FINAL DECREE OF ABSOLUTE DIVORCE BY DEFAULT** filed on **DECEMBER 12TH, 2025** in the cause of

CORINA VELASQUEZ

VS

RAUL ANTONIO GARCIA HERRERA

has been compared and is certified by me as a full, true and correct copy of the original on file in my office and in my custody.

In testimony whereof, I have here unto set my hand and affixed the seal of the court on

11 day of May, 2026.

Chancery Court
Clerk And Master
Heather L. Moore

By: C. Stuart
Deputy Clerk

SEAL

