# AMENDED AND RESTATED LOCAL RULES OF PRACTICE TWENTY-FIRST JUDICIAL DISTRICT WILLIAMSON COUNTY, TENNESSEE

Effective March 1, 2023

## I. INTRODUCTION

## A. <u>JUDGES</u>

The Twenty-First ("21st") Judicial District embraces Williamson County, Tennessee. All of the Circuit Court Judges/Chancellors of the 21st Judicial District have full civil and criminal jurisdiction.

## B. CLERKS AND MASTERS

The Circuit Court Clerk and the Chancery Court Clerk and Master, referred to in these Local Rules as the "Clerk," exercise the powers and perform the duties prescribed by statute for their respective offices. The Chancery Court Clerk and Master and the Probate Master preside over probate matters as provided in Part IV of these Local Rules.

## C. GRAND JURIES

Grand Juries will be empaneled on the first Monday in January and July each year. When the first Monday in January falls on January 1, the Grand Jury will be empaneled on January 2. When the first Monday in July falls on July 4, the Grand Jury will be empaneled on July 5. If the first Monday is a holiday, the Grand Jury will be empaneled on the Tuesday immediately following.

## II. CIVIL RULES

## Rule 1. General Rules Not Abrogated; Terminology

**Section 1.01.** The Tennessee Rules of Civil, Criminal, and Appellate Procedure, Rules of Evidence, and Rules of Professional Conduct and Judicial Conduct, will take precedence over these Local Rules.

**Section 1.02.** Unless a particular rule indicates to the contrary, the word "complaint" may also mean "petition," the word "plaintiff" may also mean "petitioner," and the word "defendant" may also mean "respondent."

## Rule 2. Filing and Service; Formatting; Redaction and Sealing

## Section 2.01. Filing

Pleadings, motions, and responses to motions shall be filed with the Clerk with all supporting material. Proposed judgments and orders shall be filed with the Clerk in accordance with Local Rule 11. Depositions and other discovery material shall not be filed with the Clerk unless specifically ordered by the Court

## Section 2.02. Service and Proof of Service

Service and proof of service shall be in accordance with Tenn. R. Civ. P. 5.02 and 5.03 for all methods of service, including E-service made pursuant to Tenn. R. Civ. P. 5.02(3). A Notice of Electronic Filing generated by the Electronic Court Filing System is not effective proof of service.

## Section 2.03. Page Numbers

Every page of papers filed with the Clerk must contain a page number in the format "Page \_\_\_ of \_\_\_," e.g., "Page 1 of 13."

## Section 2.04. Redacted and Under-Seal Documents

Filed documents shall be redacted as required by court order or state statute, including but not limited to Tenn. Code Ann. § 20-6-102, and may not otherwise be redacted. It is the sole responsibility of filers to ensure all documents comply with redaction requirements. The Clerk will not review documents for redaction compliance.

The Clerk shall not file a document under seal except pursuant to court order. Documents requested to be filed under seal shall be filed with the Clerk with a filed, served, and properly noticed motion to file the submitted documents under seal.

## Rule 3. <u>Jury Trial; Peremptory Challenge Procedure</u>

At trial, peremptory challenges will be written on a sheet of paper provided to the respective attorneys for that purpose. Objections to the exercise of a challenge based upon systematic racial, sexual, or other discrimination may be made by any party and must be made at the time the challenge is exercised. The failure to object when returning the opponent's challenge sheet to the court officer constitutes a waiver of such objection.

## Rule 4. Court Schedules and Calendars

The Presiding Judge will provide to the Clerks an official schedule designating dates for motions, bench trials, and jury trials for each Judge. Court schedules will be posted by the Clerks and distributed to attorneys quarterly for the following six (6)-month period. Individual trial and motion calendars will be prepared by the Clerks.

## Rule 5. <u>Pretrial Motions</u>

## Section 5.01. General

All pretrial motions must be filed and scheduled for hearing no later than the court's last regular motion day before the scheduled trial date. No motions, including motions *in limine* to exclude testimony, will be heard on the day of trial.

## Section 5.02. Content

Legal analysis and argument may be provided in the motion or by separate memorandum of law. If a party relies on unpublished authority, the party shall provide a copy of the authority, subject to the following exception: If a party relies on an unpublished court decision, in lieu of filing a copy the party may provide the full legal citation, including title, court, court case number, Westlaw or Lexis case number, and full date.

## Section 5.03. <u>Motions Other Than Motions for Summary Judgment</u>

## (a) Thirteen (13)-Day Rule

All pretrial motions other than motions for summary judgment and motion specified in Section 6 of these Local Rules, must be filed and served with all supporting material, including without limitation, all affidavits, deposition excerpts, discovery responses, proposed temporary parenting plans, sworn statements of income, and all other factual material on which the moving party relies for the relief requested, no later than thirteen (13) days prior to the date set for the hearing on the motion.

## (b) Responses

If a motion is opposed, a written response must be filed and served with all supporting material no later than close of business **three (3)** business days prior to the date set for hearing. For example, if a motion is set to be heard on a Thursday, the response must be filed and served no later than the close of business the Monday prior; if a motion is set to be heard on a Monday, the response must be filed and served no later than the close of business the Wednesday prior.

There shall be no reply in support of a motion or in rebuttal to a response.

## (c) <u>Failure to Respond</u>

Motions to which no written response has been filed may be deemed unopposed and granted at the hearing on first call of the docket.

## (d) Notice of Hearing

Notice of hearing shall be provided conspicuously in the motion or in a separate writing filed with the Clerk and served on all parties no later than thirteen (13) days prior to the hearing date. The notice shall state the date, time, and place of the hearing and advise the non-moving party that the failure to file and serve a written response may result in the motion being granted without further hearing. The following template complies with this rule:

THIS MOTION IS SET TO BE HEARD ON [DATE] AT [TIME] AT THE WILLIAMSON COUNTY JUDICIAL CENTER, 135 FOURTH AVENUE SOUTH, FRANKLIN, TN 37064. IF NO WRITTEN RESPONSE TO THIS MOTION IS FILED AND SERVED AT LEAST THREE (3) BUSINESS DAYS PRIOR TO THE HEARING DATE, THE MOTION MAY BE GRANTED WITHOUT A HEARING.

**(e)** If, at the time a motion is filed, the moving party does not set the motion to be heard, the motion shall conspicuously advise the non-moving party that the motion has not been set for a hearing. Thereafter, the moving party, or the parties by agreement, shall, by written notice timely filed and served on all parties, set the motion to be heard within the time constraints established by these rules.

## Section 5.04. <u>Motions for Summary Judgment</u>

Absent leave of court, motions for summary judgment must be heard at least thirty (30) days before the scheduled trial date. Motions for summary judgment shall be set for hearing only by the court. The moving party shall file and serve the motion and all supporting material with sufficient time to allow the court to set a hearing date at least thirty-seven (37) days after the motion was filed and served.

In order to assist the court in setting the motion for hearing and establishing a schedule for briefing by the non-moving party, the moving party shall also file and serve the form *Notice and Order of Hearing Summary Judgment Motion* at Appendix A as a proposed order. The Clerk shall forward the *Notice and Order of Hearing Summary Judgment Motion* to the chambers of the assigned judge who will then establish a briefing schedule, set the motion for hearing and return the completed *Notice and Order of Hearing Summary Judgment Motion* to the Clerk for entry.

## Section 5.05. Discovery Motions

Discovery motions shall describe in detail the good-faith, written efforts made to resolve the matters alleged prior to filing the motion.

## Section 5.06. Bench Copies

Parties may submit PDF copies of filed and served motions and memoranda of law by email to the Judge's judicial assistant. Bench copies of supporting evidentiary material filed with the Clerk should not be submitted in advance but may be tendered to the court when the motion is heard.

Proposed orders shall not be submitted directly to chambers but shall be filed with the Clerk.

## Rule 6. Post-Trial Motions

Motions for new trial, for judgment *notwithstanding the verdict*, motions to alter or amend and all other motions seeking relief from judgments or orders, shall not be set for hearing except at the direction of the court; however, such motions will not be granted without affording non-moving parties an opportunity to file a written response.

## Rule 7. <u>Setting Cases for Trial; Certification; Continuances</u>

This rule does not govern divorce, post-divorce, and child custody or parenting cases, which are governed by Local Rule 12.

## Section 7.01. <u>Setting Cases for Trial</u>

At the time a case is set for trial, counsel shall provide their best good-faith estimate of the time required for trial. Trials may be set only by order of the court. Procedures for obtaining a trial date are as follows:

Non-jury trials anticipated to require two (2) hours or less may be set by agreed order on regularly scheduled motion dockets. Non-jury trials anticipated to require more than two (2) hours but less than one (1) day may be set by agreed order after consultation with the judge's judicial assistant. All jury trials, and all non-jury trials anticipated by at

least one party to require two (2) or more days, shall be set only by motion of the parties or on the court's own motion.

When a case is set on the court's own motion or on an opposed motion filed by a party, and discovery is not yet complete, the Court will set trial at least fifteen (15) days after a reasonable deadline for the completion of discovery.

Cases shall be docketed in the order in which the Clerk receives the order setting the case for trial.

## Section 7.02. Certification of Readiness

When a case is set by agreed order or unopposed motion, all counsel are certifying that they, their clients, and all necessary witnesses will be ready to proceed on the trial date, and that all discovery has been completed or will be completed prior to the trial date.

## Section 7.03. Continuances

Once set for trial, cases may be continued only by leave of Court. Motions set for hearing may be continued by agreed order approved by the court. Motions and proposed agreed orders for continuance must be supported by affidavit or declaration and either be signed by the party or the attorney, and contain a certificate that a copy of the motion has been provided to the party or parties whom a signing attorney represents.

The failure to have completed discovery, inability to take a deposition, or failure to have completed any other trial preparation will not be grounds for a continuance of a trial setting absent a showing of good cause by the moving party.

## Section 7.04. Mediation

Mediation is a proven and effective method of alternative dispute resolution. Engaging in mediation promotes settlement and enhances the just and efficient resolution of civil litigation. Accordingly, no civil action shall be set for trial unless the parties have:

- (a) mediated in good faith without success;
- (b) scheduled mediation for a date certain;
- (c) obtained a scheduling order with a deadline for mediation; or
- (d) obtained a court order excusing mediation for good cause.

This rule does not apply to appeals from judgments in the General Sessions Court or Juvenile Court, or cases seeking termination of parental rights.

## Rule 8. <u>General Sessions Appeals</u>

General Sessions appeals will be set for trial by court order following status conference. The Court will set the status conference by the **Notice and Order** at **Appendix B**.

## Rule 9. Pre-Trial Procedure

Parties may file, or the court may enter *sua sponte*, the *Pre-Trial Order [Civil Jury Trial]* at **Appendix C**.

## Section 9.01. Non-Jury Trials of One (1) Day or Less

For non-jury trials anticipated by all parties to require one (1) day or less, at least three (3) business days prior to the date set for trial, the parties shall exchange:

- (a) names and addresses of all witnesses; and
- **(b)** copies of all proposed exhibits; however, if impractical, the proposed exhibit may be made available for inspection upon reasonable notice.

## Section 9.02. Non-Jury Trials of Two (2) or More Days

For non-jury trials anticipated by at least one party to require two (2) or more days:

- (a) Not less than twenty-eight (28) days prior to the trial date, parties shall supplement all prior written discovery responses to the fullest extent required by Tenn. R. Civ. P. 26.05(3). Nothing in this section shall be construed to relieve any party of the duty to seasonably supplement discovery responses pursuant to Tenn. R. Civ. P. 26.05(1) and (2).
- **(b)** Not less than seven (7) days prior to the trial date, parties shall jointly file a pre-trial statement containing:
  - (i) the name of each witness to be called during each party's case-in-chief, either in person or by deposition, and whether the witness is offered as an expert;
  - (ii) a designation by page and line number of all deposition excerpts to be offered into evidence by the party in lieu of in-person testimony pursuant to Tenn. R. Civ. P. 32.01(2) and (3), and any objections to such testimony made by the opposing party;
  - (iii) a list of all exhibits to be offered into evidence during each party's case-in-chief, and whether the parties stipulate to the exhibit's authenticity and/or admissibility. The use of generic descriptions such as "all documents exchanged in discovery", "all correspondence", "all

documents relied upon by the opposing party" **shall not satisfy the** requirements of this rule; and

(iv) concise statements of each party's claims and defenses.

In the event that the parties are unable to file a joint pre-trial statement, each party shall file and serve a separate pre-trial statement containing the foregoing information for the filing party.

(c) Not less than seven (7) days prior to the trial date, each party shall separately file and serve by hand delivery or email a pre-trial brief setting forth the party's position and legal argument on the issues to be tried. In the alternative, a party may serve (but not file) proposed findings of fact and conclusions of law on all parties, with a bench copy to the Judge's judicial assistant, by hand delivery or email.

## Section 9.03. Jury Trials

For jury trials:

- (a) Not less than twenty-eight (28) days prior to the trial date:
- (i) Parties shall supplement all prior written discovery responses to the fullest extent required by Tenn. R. Civ. P. 26.05(3). Nothing in this section shall be construed to relieve any party of the duty to seasonably supplement discovery responses pursuant to Tenn. R. Civ. P. 26.05(1) and (2).
- (ii) Parties shall file and serve proposed jury instructions and requested verdict forms, with bench copies by email to the Judge's judicial assistant. A party requesting an instruction contained in the current edition of the Tennessee Pattern Jury Instructions (TPI) may comply by citing to the number of the pattern instruction. A party requesting an instruction not contained in the current edition of the TPI shall provide the full text of the requested instruction and a citation to legal authority supporting the proposed instruction.
- **(b)** Unless the trial judge has ordered otherwise in connection with scheduling a pre-trial conference, not less than seven (7) days prior to the trial date, the parties shall jointly file a pre-trial statement providing:
  - (i) the name of each witness to be called during each party's case-in-chief, either in person or by deposition, and whether the witness is offered as an expert;

- (ii) a designation by page and line number of all deposition excerpts to be offered into evidence in lieu of in-person testimony pursuant to Tenn. R. Civ. P. 32.01(2) and (3), and any objections;
- (iii) a list of all exhibits to be offered into evidence during each party's case-in-chief, and whether the parties stipulate to the exhibit's authenticity and/or admissibility (the use of generic descriptions such as "all documents exchanged in discovery", "all correspondence", "all documents relied upon by the opposing party" shall not satisfy the requirements of this rule); and
  - (iv) a concise statement of each party's claims and defenses.

## Section 9.04. Customized Case Management

Case management is primarily and ultimately the responsibility of the lawyers acting in the best interests of their clients. However, cases which present some factual, legal, and/or procedural complexity may benefit from customized case management, in which the Court provides greater, mandatory supervision tailored to the individual needs of the case.

The Court may order customized case management on its own motion, or any party may move for customized case management after the filing of an initial responsive pleading. Because the benefits of customized case management diminish over time, the Court will give priority to cases in earlier stages of litigation.

A case selected for customized case management will be promptly set for an Initial Case Management Conference. The Initial Case Management Conference shall be conducted in accordance with Tenn. R. Civ. P. 26.06; and will be held in person, by telephone conference, or by videoconference at the Court's discretion.

At least three (3) business days prior to the Initial Case Management Conference, the parties shall file a proposed case management order including:

- (a) Any jurisdiction or venue disputes;
- (b) Theories of the case, claims, and defenses;
- **(c)** An agreed proposed discovery plan or, if unable to reasonably agree, separate proposed discovery plans; and
- (d) All legal issues which, if resolved, may substantially shorten litigation or trial.

The Court may schedule additional case management conferences on its own motion, on the motion of any party, or by proposed agreed order.

## Section 9.05. <u>Criminal Contempt</u>

## (a) Notice of Initial Appearance

Upon the filing of any request for criminal contempt by a private party, the Clerk shall cause to be entered an *Order to Appear* conforming to **Appendix D**, requiring the contempt defendant to appear pursuant to Tenn. R. Crim. P. 42. The party initiating the criminal contempt matter shall serve the Order to Appear upon the contempt defendant and/or his or her counsel of record, if any, without unreasonable delay.

## (b) Waiver of Initial Appearance

Prior to the initial appearance, a contempt defendant may waive the right to an initial appearance by filing and serving a *Notice of Waiver* conforming to **Appendix E**.

## (c) <u>Initial Appearance; Scheduling Order</u>

Unless the contempt defendant waives the right to an initial appearance, at the initial appearance the Court will provide the notices described in Tenn. R. Crim. P. 42(b)(1). Following the initial appearance or waiver thereof, the Court will enter a *Rule 42 Order* conforming to **Appendix F**, providing:

- (i) confirmation of Tenn. R. Crim. P. 42(b) notice;
- (ii) a schedule for disposition of the contempt charge;
- (iii) a stay of discovery served on the contempt defendant; and
- (iv) a hearing date, if feasible.

#### Rule 10. Exhibits

## Section 10.01. <u>Depositions and Discovery Material</u>

Depositions and other discovery material shall not be filed with the Clerk. Discovery material offered into evidence at trial and not read into the record may be made a trial exhibit upon the granting of a properly made motion.

## Section 10.02. <u>Custody of the Clerk</u>

All trial exhibits shall be marked by, accounted for, and placed in the custody of the Clerk, unless otherwise directed by the Court.

## Section 10.03. <u>Disposition of Exhibits in Civil Cases</u>

After final determination of any case, the parties shall have thirty (30) days to withdraw exhibits. The Clerk may destroy or dispose of exhibits not so withdrawn.

## Section 10.04 Appellate Exhibits

In the discretion of the trial judge, papers not received into evidence or included in the record on appeal pursuant to Tenn. R. App. P. 24 (e.g., papers supporting an offer of proof, juror questions, or denied proposed jury instructions) may be designated Appellate Exhibits, alphabetically and sequentially labeled, and included by the Clerk in the record on appeal.

## Rule 11. Orders and Judgments

## Section 11.01. Preparation and Submission

Unless otherwise directed, the prevailing party shall prepare and file with the Clerk a proposed order not more than seven (7) days following the Court's ruling. If the proposed order reflects it has been approved for entry by all parties, the Court may promptly enter the proposed order or enter its own order. Unless expressly referred to as an agreed order, a party's approval for entry of a proposed order shall be construed only as the approving party's agreement that the proposed order accurately reflects the Court's ruling.

If a proposed order does not reflect it has been approved for entry by all parties, the Clerk shall hold the proposed order for seven (7) days to afford the opposing party an opportunity to file an alternative proposed order. If the opposing party files with the Clerk an alternative proposed order, the alternative proposed order shall be conspicuously identified as such by the filing party. The Court will promptly enter the original proposed order, the alternative proposed order, or the Court's own order.

The time periods in this section may be extended by the Court for good cause.

## Section 11.02. Non-Minute Entry Orders

Orders not affecting the legal course of an action, such as orders setting a case for trial or acting upon a request for a continuance, may be designated by the Clerk as a non-minute entry order. Non-minute entry orders shall be placed in the file of the case but not entered into the minutes of the Court.

#### Section 11.03. Court Costs

All final judgments shall provide for the taxing of court costs. Whenever it appears to the Clerk that a judgment has been satisfied but court costs have not been paid, the

Clerk may apply to the Court to re-tax court costs. The Clerk shall notify the parties of the application and the date and time it will be considered by the Court.

## Rule 12. <u>Divorce, Post-Divorce, Child Custody and Parenting</u>

Notwithstanding any other provisions of these Local Rules, the following rules apply to trials and hearings in divorce, post-divorce, child custody and parenting cases.

## Section 12.01. Statutory Restraining Orders

## (a) Statutory Restraining Order

Pursuant to Tenn. Code Ann. § 36-4-106(d), a party filing a claim for divorce or legal separation shall file a *Statutory Restraining Order* conforming to **Appendix G**, certifying that the party has read and understands the Statutory Restraining Order; and shall cause the Statutory Restraining Order to be served on the opposing party with the party's pleading.

## (b) <u>Certification of Rights of Parents</u>

Pursuant to Tenn. Code Ann. § 36-6-101, a party filing a claim for child custody or parenting time shall file a *Certification of Rights of Parents* in the form of **Appendix H**, certifying that the party has read and understands the Rights of Parents; and shall cause the Certification of Rights of Parents to be served on the opposing party with the party's pleading.

#### Section 12.02. Parenting Seminars

Parties to a divorce action who have minor children shall complete a four (4)-hour parenting seminar approved by the Court. The Clerk shall maintain a list of organizations or individuals offering approved seminars. A party filing a claim for divorce shall serve a copy of the Clerk's list on the opposing party with the party's pleading. The Clerk shall mail a copy of the list to a party who has waived service of process.

## Section 12.03. <u>Temporary Parenting and Support</u>

## (a) Agreed Pendente Lite Parenting and Support

Parties with minor children may file an agreed *Temporary Parenting Plan*, in the form of **Appendix I** or the current form promulgated by the Administrative Office of the Courts. If approved and entered by the Court, the Temporary Parenting Plan will govern parenting and support during pendency of the divorce or child custody action.

## (b) Contested Pendente Lite Parenting and Support

Motions for *pendente lite* parenting or support, and oppositions thereto, are governed by the procedure in Local Rule 5.03. In addition, motions and oppositions shall include the filing party's proposed Temporary Parenting Plan. If a movant seeks *pendente lite* support, the motion and opposition shall include the filing party's **Sworn Income and Expense Statement**, in the form of **Appendix J**.

Pendente lite proceedings are not a substitute for, or shortcut toward, final adjudication. Hearings on pendente lite parenting and support should ordinarily be conducted in two (2) hours or less and set on a domestic motions docket. Live testimony will be limited to relevant matters not contained in the parties' Sworn Income and Expense Statements or other filed affidavits. If the hearing cannot be conducted in two (2) hours or less, the parties shall contact the Judge's judicial assistant for a special setting.

## Section 12.04. <u>Uncontested Cases</u>

Parties may agree to a divorce based on irreconcilable differences or stipulated statutory grounds. If the responding party has not filed an answer, the plaintiff need not move for default judgment, provided: (a) the facts giving the Court personal and subject-matter jurisdiction are contained in the sworn complaint or a separate affidavit; and (b) the defendant waives service of process and the filing of an answer in a marital dissolution agreement, in a separate affidavit, or in an agreed final judgment.

Parties with minor children may agree to resolve their custody and/or parenting disputes by filing with the Clerk a proposed *Permanent Parenting Plan* in the form of **Appendix K** or the current form promulgated by the Administrative Office of the Courts.

A plaintiff with minor children who has obtained a default shall file with the Clerk a proposed Permanent Parenting Plan at or before the final hearing.

## Section 12.05. Contested Cases

The pretrial procedures in Local Rule 5 and Local Rule 9 apply to contested divorce, post-divorce, and child custody or parenting cases. In addition, not less than twenty-one (21) days prior to the trial date, parties shall file and serve:

- (a) separate or joint proposed *Permanent Parenting Plan(s)* in the form of **Appendix K** or the current form promulgated by the Administrative Office of the Courts:
- (b) a *Joint and Asset Liability Statement* in the form of **Appendix L**. reflecting the parties' proposed disposition of each item of marital property and allocation of each marital debt;
- (c) a *Historical Statement of Income and Expenses* in the form of **Appendix M**;

- (d) a statement that mediation was unsuccessful, was excused by the Court, or will be conducted prior to the trial date;
- **(e)** each party's certificate of attendance at an approved parent education seminar;
- (f) each party's affidavit of attorney fees with supporting documentation, addressing (i) the Tenn. Sup. Ct. R. 8, RPC 1.5(a) factors; (ii) the amount of attorney fees paid to date which the party seeks reimbursed as alimony *in solido*; and (iii) the amount of attorney fees incurred but unpaid which the party seeks to have allocated as marital debt;
  - (g) each party's proposal for relief.

## Rule 13. Adoptions; Surrenders

## Section 13.01. Adoptions: Filing and Review

Adoptions shall be filed with the Chancery Court Clerk and Master and reviewed by the Probate Master. The Probate Master shall approve all notices or requests for final hearing on uncontested adoptions.

## Section 13.02. <u>Adoptions by Step-Parent or Relative</u>

Adoptions by a step-parent or relative shall not be set for final hearing prior to the filing of the following documents:

- (a) The birth certificate(s) of the adoptee(s);
- (b) The marriage license of adopting petitioners;
- **(c)** A certified copy of the final judgment of divorce, if either adopting petitioner was previously married to another spouse;
- (d) A death certificate if either biological or legal parent is deceased, or if either adopting petitioner's former spouse is deceased.

## Section 13.03. <u>Presentation of Testimony</u>

The testimony of adopting petitioners may be presented in person or, if the adopting petitioners are not within the State of Tennessee at the date of the adjudication, by interrogatory or deposition.

## Section 13.04. <u>Attendance of Adoptee</u>

Adoptees fourteen (14) years of age or older must attend a final adoption hearing and sign a consent before the Judge. Adoptees under fourteen (14) years of age may, but are not required to, attend the final hearing.

## Section 13.05 Surrenders: Filing and Review

Requests for surrender hearing shall be made to the Probate Master. Surrender documents shall be filed with the Chancery Court Clerk and Master and reviewed by the Probate Master prior to the hearing.

## Rule 14. Fiduciary Accountings; Return of Supporting Documentation

Documentation supporting a fiduciary accounting, including but not limited to canceled checks, bank statements, and receipts, shall be made available by the Clerk for retrieval by the filer thirty (30) days following approval of the accounting by the Court.

## Rule 15. Extraordinary Interlocutory Relief

## Section 15.01. Injunctive Relief

- (a) Requests for injunctive relief shall comply in all respects with Tenn. R. Civ. P. 65. Such motions shall be accompanied by all affidavits, declarations, deposition excerpts, verified discovery responses, and/or all written evidence on which the moving party relies for the requested relief, all of which shall be filed and served with the motion.
- (b) Proposed restraining orders shall be filed with the Clerk when an application for restraining order is filed. Proposed restraining orders shall (a) provide for the Court to set the date, time, and place of a temporary injunction hearing; and (b) provide for the Court to set bond as a condition to entry, except in domestic relations cases.
- (c) A party opposing a motion for injunctive relief shall also file and serve all affidavits, declarations, deposition excerpts, verified discovery responses, and/or all written evidence on which the opposing party relies.

## Section 15.02. <u>Hearings</u>

Absent leave of Court to present live testimony, applications for temporary injunctive and other extraordinary interlocutory relief will be heard upon verified pleadings, affidavits, declarations, deposition excerpts, and other forms of documentary evidence and written proof.

## Rule 16. <u>Suspension of Rules</u>

The Court may suspend application of any Local Rule if justice so requires.

## III. PROBATE RULES

#### Rule 1.

The Chancery Court has jurisdiction over all probate matters, including decedent estates, conservatorships, and guardianships.

#### Rule 2.

Will contests will be heard by the assigned Chancellor. Once a will contest is filed, the Chancellor will hear all matters until conclusion of the will contest.

#### Rule 3.

Solemn form probates will be heard by the assigned Chancellor. If there is no resulting will contest, the probate administration will be heard as any other probate matter by the Clerk and Master.

#### Rule 4.

The Clerk and Master will hear all decedent estate matters and will establish the day-to-day procedures.

#### Rule 5.

A request for review or "appeal" to the Chancellor may be made on any order entered by the Clerk and Master on a contested matter.

- (a) The appeal or request must be made within thirty (30) days of entry of the order.
- **(b)** The appeal will be *de novo* on the record and no additional evidence will be presented.
- (c) The appeal must be accompanied by a transcript of the hearing.
- (d) The Chancellor will:
  - (i) Affirm the Clerk and Master Order;
  - (ii) Enter an order consistent with the evidence; OR
  - (iii) Set aside the order and set for rehearing before the Chancellor.

#### Rule 6.

The Probate Master will hear all conservator and guardianship matters.

#### Rule 7.

The Probate Master shall schedule the proceedings, take evidence, hear testimony, rule on admissibility, and upon conclusion, transmit to the Chancellor all papers relating to the case, together with the Master's written Findings of Fact and Conclusions of Law.

#### Rule 8.

After the filing of the Master's Report, any party may, within five (5) days thereafter, excluding non-judicial days, file a request with the Court for hearing.

#### Rule 9.

The Chancellor may, on the Chancellor's own motion, order a rehearing of any matter heard before the Master, and shall allow a hearing if a request for such hearing is filed as prescribed.

#### Rule 10.

Unless the Chancellor orders otherwise, the Report of the Probate Master shall be the decree of the Court pending a rehearing.

#### **Rule 11.**

If no request for a rehearing is made or the Chancellor does not order a hearing, the Report shall be the decree of the Court upon entry of an Order of Confirmation.

## IV. ELECTRONIC FILING ("E-FILING) RULES

## A. <u>DEFINITIONS</u>

"Case Management System" or "CMS" means a computer-system operated by the Clerk's Office which maintains all case information. For the Williamson County Clerk and Master and Circuit Civil Court Clerk, the CMS is TNCIS;

"Clerk" means the Clerk and Master and the Circuit Clerk of Williamson County;

"Clerk's Office" means the Office of the Clerk and Master and the Circuit Civil Clerk in the Williamson County Judicial Center;

"Convenience Fee" is the fee charged by the credit card company for payments made online or in connection with electronic filing. The fee is charged in connection with payment by credit card or ACH;

"Court" means the Chancery Court or the Circuit Civil Court of Williamson County and the Judges/Chancellors;

"Court Administrator" means the Chancery Court Deputy Clerk and Master and the Circuit Civil Court Deputy Clerk designated by the Clerk to administer TNCIS, the OMS, and internal users;

"Document" means a pleading, plea, motion, application, request, exhibit, brief, memorandum of law, paper, or other instrument in paper form or electronic form which is permitted to be filed pursuant to the TRCP and the Local Rules;

"Document Management System" or "DMS" means a computer system operated by the Clerk's Office which maintains all electronic and scanned paper documents filed in the Court in electronic form. For the Williamson County Clerk and Master and the Circuit Civil Court Clerk, the OMS is TNCIS;

**"E-File" or "E-Filing"** means the electronic transmission of original Documents to the Court, and from the Court, for the purposes of recording information and Court documents to a Court case or other official Court purposes. For purposes of these rules, e-filing does not include the filing of faxed documents;

"E-Filer" is an Authorized User who has an E-Filing approved username and password allowing E-Filing of documents into the **OMS**;

**"E-Filing Fee"** is the fee an attorney or *pro se* litigant pays for using the E-Filing system. This fee is \$5.00 per filing, up to a maximum of \$50.00 per case, or a \$300.00 flat subscription fee per lawyer or *pro se* litigant for a one-year period, commencing on the date the flat fee is paid. The flat fee pays all of the E-Filing fees for all cases that lawyer

or *pro se* litigant participates in, in any Court in the State of Tennessee using the *Tybera* E-Filing System. This fee is in addition to the Convenience Fee charged by the credit card processor. The E-Filing fee shall not be assessed against the State or to a party declared indigent, or to that indigent party's legal representative. *Tybera* will keep an account of the amount of fees paid in each case;

"E-Filing Rules" means the Williamson County Chancery and Circuit Civil Courts E-Filing Rules;

"Electronic Court Filing System" or "ECF" means the software and services provided to Authorized Users to E-File, review filings, and process information that is recorded to the Court's CMS and OMS. For the Williamson County Clerk and Master and Circuit Civil Court Clerk, the ECF is *Tybera*;

"Filing Fee" is the statutory fee for court costs per case as defined in Tennessee Code Annotated section 8-21-401. The schedule of court costs can be found at <a href="https://www.williamsonchancery.org">www.williamsonchancery.org</a>;

"Local Rules" mean the Rules of the Chancery and Circuit Courts for the Twenty-First Judicial District:

"Notice of Association" means a method provided by the ECF that a *pro se* filer will use to link the ECF Authorized User account to a case participant in TNCIS;

"Notice of Electronic Filing" or "NEF" means an electronic notice distributed by the ECF to Authorized Users when Court documents are E-Filed to a case. The notices are specific to a case and are distributed to case participants or their legal representatives who are registered in the ECF System, recorded in TNCIS as a case participant, and are linked between ECF and TNCIS;

"Party" or "Parties" means any person, including an individual, executor, administrator, or other personal representative, or a corporation, partnership, association or any other legal, governmental or commercial entity, whether or not organized under the laws of this State, who is a party in a case pending in the Court, and is represented by an attorney or acting *pro se*;

"PDF" or "Portable Document Format" means a computer file format developed by Adobe Systems for representing documents in a manner that is independent of the original application software, hardware, and operating system used to create those documents. Converted Documents must contain the ".pdf' file extension;

"Public Access Terminal" means a publicly-accessible computer provided by the Clerk for the purposes of Allowing E-Filing and viewing of public electronic Court records. The public-access terminal shall be located in the Clerk's Office and made available during normal business hours. The Clerk's Office may also offer printed copies of the electronic Court records and apply relevant copying fees as permitted by relevant statutory and

#### Court rules:

"System Administrator" means the *Tybera Development Group, Inc.* management team that supports the Court Administrator, and the registration and support of Authorized Users;

"Terms of Use Agreement" means the agreement established by the Clerk(s) that sets forth the parameters for the use of the ECF System by all Authorized Users;

"TNCIS" or "CMS" means the Tennessee Case Information System or Case Management System software supported by Local Government, owned and controlled by the Tennessee Administrative Office of the Courts, used to manage and record case information specific to Tennessee;

"Traditional Filing" is a process by which a Party files a paper document with the Clerk;

"TRCP" means the Tennessee Rules of Civil Procedure;

"User Guide" means the recommendations and modification to procedures specific to the Court. All E-Filers should periodically check the Clerk and Master's website, <a href="https://www.williamsonchancery.org">www.williamsonchancery.org</a>, for updates to the User's Guide. The ECF system will provide a Filer's User Manual specific to how to use the ECF system that will function for state courts in all counties.

## B. RULES

## Rule 1. Filings

Unless excepted by these Local Rules, any document may be E-Filed that could be filed in Court as a paper document pursuant to the Tennessee Rules of Civil Procedure, and these Local Rules. Such E-Filing shall constitute the official filing of such documents.

The Court and the Clerk may issue, file, and serve notices, orders, and other documents electronically.

## Rule 2. Filings After Effective Date of These Local Rules

Except as expressly provided herein, for all new documents filed on or after the effective date of the E-Filing Rules, the Court shall accept as validly-filed, all documents that are filed through E-Filing.

#### Rule 3. Case Files

The Clerk shall maintain the original and official case file in electronic format for all new cases filed on or after the effective date of these Local Rules. Existing cases can be

converted to e-filed cases at the request of the litigants or their attorneys.

## Rule 4. <u>Time and Effect of E-Filing</u>

Any E-Filed document shall be considered as filed with the Clerk when the transmission of the entire document is received by the Clerk. Any document received by the Clerk before midnight local time of the Clerk's Office shall be deemed filed on that date if such document otherwise meets all the requirements for filing under the relevant rules of the Court. Upon receipt by the Clerk of an E-Filed-document, the Clerk shall electronically transmit a Transaction Receipt indicating that the E-Filing has been received. The Transaction Receipt shall serve as proof of filing. In the event the Clerk rejects the submitted document following review, the rejected document shall not become part of the official Court record and the E-Filer will receive notification of the rejection. The E-Filer may be required to re-file the document to meet filing requirements.

A document that is required to be signed, verified, notarized, acknowledged, sworn to, or made under oath may be E-Filed only as a scanned image. The original document shall be maintained by the filing party or attorney and shall be made available upon reasonable notice, for inspection by other counsel, the Clerk, or the Court. Parties or their attorneys shall retain originals until final disposition of the case and the expiration of all appeal opportunities.

If the E-Filing does not occur because of (1) an error in the transmission of the document to the Clerk which was unknown to the sending party; (2) a failure to process the electronic document when received by the Clerk; (3) rejection by the Court or Clerk; or (4) other technical problems experienced by the E-Filer or the Clerk, the Court may, upon satisfactory proof, enter an order permitting the document to be filed *nunc pro tunc* to the date the document was first attempted to be filed electronically, and may also extend the date for any response, or the period within which any right, duty, or other act must be performed.

## Rule 5. Redaction and Under-Seal Documents

E-filers must be sensitive to confidential and personal information filed publicly, not under seal. E-Filers shall refrain from including, or shall redact as follows where inclusion is necessary, the following personal identifiers from all documents filed publicly with the Clerk, including exhibits thereto, unless required by statute or otherwise ordered by the Court. If a Social Security Number or Taxpayer Identification Number must be included in a document, only the last four digits of that number must be used. If an individual's date of birth must be included in a document, only the year must be used. If a minor is named, use only the minor's initials. If financial accounts are relevant, only the last four digits of these numbers must be used.

It is the responsibility of the Authorized User to redact all documents that are E-Filed. When a document includes sensitive data that otherwise would be redacted, the E-Filer must hand-file the original and e-file the redacted version. Only the redacted

version will be stored for public access. The original must be filed with a motion to place the original unredacted document under seal. If an entire document is requested to be placed under seal, when no redacted document is E-Filed, it must be hand-filed with the Clerk and accompanied by a motion to place that document under seal.

It is the sole responsibility of E-Filers to ensure all documents comply with the Rules of this Court and the law requiring redaction of personal identifiers. The Clerk will not review each document for redaction.

## Rule 6. Form of Documents Electronically Filed

Each E-filed document shall be uploaded in a *pdf* format, unless it is a proposed order for a Judge to review. The document should be formatted in accordance with the applicable Terms of Use Agreement as well as the TRCP and Local Rules governing formatting of paper documents, and in such other and further format as the Court may require from time-to-time. Proposed orders are to be E-Filed in *Microsoft Word* format.

The E-Filer is responsible for verifying that the documents to be E-Filed are legible. Documents that are illegible, or scanned sideways will be rejected and will require the E-Filer to correct the document and E-File them again. The corrected documents will be date-and-time-stamped according to the date and time of E-Filing the corrected documents.

In addition to the information required by Tennessee Rules of Civil Procedure 11, and any other Local Rule, the party or attorney signing a document that is being E-Filed shall also follow the requirements in Rule 4 herein.

## Rule 7. Registration Requirement

Persons who qualify as Authorized Users and who desire to electronically file a Document shall register as an E-Filer on the ECF Website. The registration process requires the prospective user to accept the User Agreement, identify their role for the account, enter their personal information, their username and password, and submit the request. Attorneys must include a valid Tennessee-issued Board of Professional Responsibility number. There is an approval process that will occur. Once the approval process is completed, the user will receive an email notifying them their account is approved. The user must then register their payment options and credit card with the ECF system and to each Court with which the Authorized User will E-File. If the user does not receive an email, the user can try to determine if their account is activated by logging into the ECF website.

E-Filers shall change their E-Filing profile immediately upon any change in firm name, delivery address, phone number, fax number, or e-mail address.

Attorneys who intend to practice *Pro Hac Vice* are not allowed to register. Out-or-State Attorneys who are not admitted to the Tennessee Bar are required to associate with

an attorney who has a Tennessee-issued Bar number, and they must follow the rules for participating in a case.

## Rule 8. Notice of Electronic Filing (NEF)

When a person E-files to a case, whether they are a case participant or not, notifications of the E-Filing are distributed to Authorized Users that are recorded in TNCIS as case participants or legal representatives. To receive notifications, participants must be Authorized Users and have an active account in the ECF System. In order for the notification to recognize the association of an Authorized User to a case, they must be recorded on the case in TNCIS as a *pro se* litigant or as a legal representative with a Bar Number. TNCIS only maintains Tennessee-issued Bar Numbers.

All Authorized Users agree to receive their notices of documents which are E-Filed in their cases electronically through the ECF system.

*Pro se* litigants recorded in TNCIS on a case must be registered Authorized Users in ECF and have previously filed a Notice of Association that links the ECF user account to the TNCIS participant ID.

The Court has the ability to configure when NEFs are distributed. Some notifications are distributed when a filer submits to the Court documents in ECF. Some notifications are distributed after Clerk review and approval of the E-Filing. The Court has the ability to configure some documents to not distribute notifications. This last condition may be used when a criminal warrant for an arrest is issued through the ECF system, and the Court does not want this information distributed to parties on the case.

The NEF does not replace the need for service of process. The NEF satisfies the responsibility of an E-filer to send service to other parties who are registered in the ECF System and linked as participants on the case for secondary filings. This service does not replace the responsibility of E-Filers to notify parties physically when they are not registered in the ECF system. The ECF system provides a method to identify what case participants are Authorized Users and recorded in TNCIS as participants in the case.

The NEF is distributed as an email and posted in the ECF web interface for access. The email is not always reliable and considered a courtesy notice. It is the responsibility of each Authorized User to login to the ECF and review their NEFs prior to ninety days (90) from the time the NEF is posted to their user account. After ninety (90) days, the NEFs are cleaned up, and the information is removed from the Authorized User's account.

## Rule 9. <u>Payment of Filing Fees</u>

## Section 9.01. Court Costs

All E-Filed cases subject to statutory filing fees/court costs shall require payment of such filing fees immediately upon filing unless excused by the Court. These filing fees

must be paid with a credit card at the time of E-Filing. Use of the E-Filing Website constitutes the E-Filer's consent to process or charge the credit card supplied. It is the responsibility of the Authorized User to refer to the Clerk and Master's website "williamsonchancery.org" or call the Clerk and Master's Office during regular office hours for a table of fees for cases and documents filed. The ECF system will not calculate the fees in this release of the E-Filing system (release one). When the ECF system provides an estimate in later releases, the Clerk is still responsible for calculation of the fees which may be different from the estimates. This can occur when the Clerk makes corrections to information entered by the filer.

Refunds due to improper collection will require the E-Filer to contact the Clerk's Office directly. The Clerk will issue checks for refunds. Refunds on a case will be paid to the owner of the credit card used to make the payment.

## Section 9.02. <u>E-Filing Fee</u>

The E-filing fee is in addition to the statutory filing fees. This fee is \$5.00 per filing, up to a maximum of \$50.00 per case, or a \$300.00 flat-subscription-fee per lawyer or *pro* se litigant for a one (1)-year period commencing on the date the flat fee is paid. The flat fee pays all the E-filing fees for all cases filed by that lawyer or *pro* se litigant in any Court in the State using the *Tybera* E-Filing System. This fee is in addition to the Convenience Fee charged by the credit card processor. The E-Filing fee shall not be assessed against the State, or to a party declared indigent, or to that indigent party's legal representative. *Tybera* will keep an account of the amount of E-filing fees paid in each case.

## Section 9.03. Convenience Fee

The credit card vendor will charge a convenience fee for using the credit card services. That fee is paid to the vendor at the time of the charge. Currently, in Williamson County, the convenience fee is 2.50% for credit and debit cards and fifty cents (\$.50) for online e-checks.

## V. CRIMINAL RULES

## Rule 1. <u>Trial and Motions' Schedules and Calendars</u>

#### Section 1.01. Court Calendars

The Presiding Judge will prepare and deliver to the Clerks a schedule designating days for motions and trials for all judges.

## Rule 2. <u>Arraignments</u>

## Section 2.01. Arraignment and Scheduling Order

At arraignment, the Court will enter an *Arraignment and Scheduling Order* in the form as shown on **Appendix N** attached hereto. Defense counsel shall make their elections with respect to discovery prior to the Court's signing the completed *Arraignment and Scheduling Order*. The arraignment form order shall contain a default option for defense counsel, at the time of arraignment, to request discovery of evidence by the State of all information made subject to the disclosure Tenn. R. Crim. P. 16(a)(1).

## Section 2.02. Waiver of Arraignment

Defendants and defense counsel may, in writing, waive "in-person arraignment," provided they complete and execute a written waiver in the form of a *Motion for Waiver* of *Arraignment and Scheduling Order* set forth in *Appendix O* attached hereto.

## Rule 3. Review Date

On the review date for each particular case:

- (a) It shall be the responsibility of the defendant or their attorney to advise the Court if the State has failed to respond to a request for discovery filed pursuant to Tenn. R. Crim. P. 16.
- **(b)** It shall be the responsibility of the District Attorney General/Assistant District Attorney, to advise the Court the defendant has failed to provide discovery per reciprocal agreement, or as requested pursuant to Tenn. R. Crim. P. 16.
- **(c)** Upon the determination of the existence of any of the circumstances set forth in this Section, the trial court may continue the review date and may make such further orders as may be appropriate for the timely disposition of pretrial proceedings.
  - (d) At the review date the court shall:

- (i) Consider any plea bargain agreements among/between the District Attorney General/Assistant District Attorney, the defendant, and/or his or her attorney;
- (ii) Hear any pretrial motions filed by either party or set such motions specially for hearing;
- (iii) Determine whether there are pretrial motions which cannot be heard either in accordance with these Rules, or for reasons of fairness to the respective parties; and, if so, set those motions for appropriate disposition;

## Rule 4. Plea Date

On the plea date, the Court shall:

- (a) Consider any plea bargain agreements among/between the District Attorney General/Assistant District Attorney, the defendant, and/or his or her attorney;
  - **(b)** Hear any pretrial motions filed by either party;
- (c) Determine whether there are pretrial motions which cannot be heard either in accordance with these Rules, or for reasons of fairness to the respective parties; and, if so, set those motions for appropriate disposition;
  - (d) Set all cases for trial that have no pretrial motions pending;
- **(e)** Pass the case to the next appropriate date if the State and defense present sufficient grounds for passing the case.

## Rule 5. Pre-Trial Motions

## Section 5.01. Evidentiary Motions

All pre-trial motions requiring an evidentiary hearing shall comply with Tenn. R. Crim. P. 47, shall be filed and served in accordance with Tenn. R. Crim. P. 49(b), and shall be set for hearing on the Court's regular motion calendar, consistent with the scheduling order applicable to the particular case, not less than twenty-one (21) days following the date of filing and service.

## Section 5.02. <u>Non-Evidentiary Motions</u>

Pre-trial motions not requiring an evidentiary hearing shall be filed, served and set on the Court's docket, consistent with the scheduling order applicable to the particular case, not less than thirteen (13) days following the date of filing and service.

## Section 5.03. Responses

A party opposing a motion shall file and serve a written response, no later than the close of business **five (5) days** prior to the scheduled hearing date, setting forth the grounds upon which the party relies for opposing the relief sought by the moving party. For purposes of computing compliance with the time requirements of this section, the provisions of Tenn. R. Crim. P. 45(a) and (d) shall be strictly applied.

## Section 5.04. Notice of Hearing

If, at the time a motion is filed, the moving party sets the motion to be heard, the motion shall conspicuously state the date and time of the hearing The following text, if used by the moving party, shall be deemed in compliance with this Rule:

"THIS MOTION IS SET BF TO HEARD ON (date) AT (time) O'CLOCK, A.M./P.M. ON THE CIRCUIT CRIMINAL COURT MOTION DOCKET HEARD AT THE WILLIAMSON COUNTY JUDICIAL CENTER, 135 FOURTH AVENUE SOUTH, FRANKLIN, TN 37064. A WRITTEN RESPONSE TO THIS MOTION IS FILED AND SERVED AT LEAST FIVE (5) BUSINESS DAYS PRIOR TO THE HEARING.

## Section 5.05. Failure to Notice Hearing of Motion

If, at the time a motion is filed, the moving party does not set the motion to be heard, the motion shall conspicuously advise the non-moving party that the motion is not being set for a hearing. Thereafter, the moving party, or the parties by agreement, shall, by written notice timely served on all parties, set the motion to be heard within the time constraints established by these rules.

## Section 5.06. <u>Service of Motions</u>

For purposes of this Local Rule, service, other than lead process, by personal delivery of a motion or of a written response in opposition to a motion means: (i) physical delivery, or (ii) electronic delivery via email, or (iii) via regular U.S. M Notice of the hearing date shall be conspicuously set forth by the moving party in the motion at the time of filing and service.

Relief from the time requirements of the foregoing Section 5.06 may be granted, in the Court's discretion, upon a showing of good cause supported by affidavit or other written evidence.

## Rule 6. <u>Setting Cases for Trial</u>

Cases will be set for trial:

- (a) on either the review date or the plea date, referred to in Rule 2;
- (b) on the date set for trial when "crowded off" the docket, by agreement between/among the District Attorney General/Assistant District Attorney, and the defendant, and/or their attorney; or
- (c) by the Court upon motion of either party or on its own motion with notice to the respective parties or attorneys.

## Rule 7. <u>Continuances</u>

#### Section 7.01.

If no plea agreement is entered on or before the plea date as stated in the scheduling order, the case will be docketed for trial, unless an amended scheduling order is filed and approved by the Court.

#### Section 7.02.

Once set for trial, cases may be continued only with the approval of the Court. All motions for continuance made prior to the date of trial shall be filed in writing, shall state the reason the continuance is being sought, and shall either be sworn to or be supported by sworn affidavit.

#### Section 7.03.

Any request for a continuance in a case where the defendant is charged with a crime of violence involving death or serious bodily injury that will cause the trial of the case to be delayed beyond one hundred eighty (180) days from the date of the Indictment shall be accompanied by a proposed certificate in compliance with T.C.A. §40-38-105 setting forth the reasons the case is still pending before the Court.

#### Section 7.04.

Cases involving a defendant charged with a crime of violence causing death or serious bodily injury shall be given priority in scheduling and selection of dates for trial over cases not involving such a charge.

## Rule 8. Request for Sequestration of Jury

Except in capital cases, both the defendant and the State shall be deemed to have waived any right they/it may have to a sequestered jury unless a written request has been filed with the Clerk of the court at least seventy-two (72) hours prior to the time the case is set for trial.

## Rule 9. Orders and Judgments

#### Section 9.01.

Once sentencing has been completed, a proposed judgment document shall be prepared by the District Attorney General/Assistant District Attorney for approval by the Court. All other orders and judgments shall be prepared by the Clerk, unless the Court otherwise directs pursuant to Rule 9.02 herein, and shall be submitted directly to the Judge.

#### Section 9.02.

When directed by the Court, counsel will prepare orders for entry. All orders prepared by counsel, except for judgment documents, shall be filed with the Clerk and served on opposing counsel.

#### Section 9.03.

Counsel who has been served with a proposed order prepared by adversary counsel at the direction of the Court shall immediately notify the Court and opposing counsel of any disagreement with the contents of the proposed order. Objecting counsel shall, within three (3) days, file a revised order and serve a copy on opposing counsel. Opposing counsel shall immediately notify the Court of any objection to the contents of the revised order. The Court will either approve one of the orders filed, with notice to counsel, enter the Court's own order with respect to the underlying ruling, schedule a chambers conference, or set the matter for hearing.

If the Court does not receive notice of any objection to any proposed order, or to any revised order filed in accordance with this Rule, the order will be presumed correct and will be entered, unless amended by the Court.

## Rule 10. Form Orders

## Section 10.01. Transportation Order

Defense counsel may elect to use the form of the *Transportation Order* set forth as **Appendix P** attached hereto. The deadlines set forth in the suggested Transportation Order shall be observed whether or not the form is used.

## Rule 11. Signature on Pleadings

Every request for relief, written motion, proposed orders, and other papers filed with the Clerk shall be signed by at least one attorney of record in the attorney's individual name, or, if the party is not represented by an attorney, shall be signed by the party. Each paper shall state the signer's name, address, telephone number, e-mail address, which

party they represent, and their Tennessee Board of Professional Responsibility number, if the filer/preparer is an attorney. Except when otherwise specifically provided by rule or statutes, pleadings need not be verified or accompanied by affidavit. An unsigned paper shall be stricken unless omission of the signature is corrected promptly after being called to the attention of the attorney or party.

## Rule 12. Page Numbers on All Pleadings, Papers, Orders, etc.

Each page of all papers, including but not limited to, motions, briefs, affidavits, proposed orders, etc., must contain a page number in the format of "Page \_\_\_ of \_\_\_," e.g., "Page 1 of 13."

## Rule 13. <u>Certificate of Service</u>

All papers filed with the Clerk must contain a certificate of service to opposing party's (ies')/counsel. The certificate must contain the date of service, the name of the person or persons served, and the method of service. The Clerk may refuse to file papers not having a certificate which complies with these Rules and all applicable Rules of Civil, Criminal, or Appellate Procedure. (For the Rule as to appealable orders or decrees, see Rules 5 and 11.01 of the Tennessee Rules of Civil Procedure.

## Rule 14. <u>Suspension of Rules</u>

Whenever the Court determines justice requires it, the Court may suspend any of the foregoing Local Rules of Practice.

## IN THE CIRCUIT, CHANCERY, AND CRIMINAL COURTS OF WILLIAMSON COUNTY, TENNESSEE 21<sup>ST</sup> JUDICIAL DISTRICT AT FRANKLIN

#### ORDER

The foregoing Local Rules of Practice for the Twenty-First Judicial District, effective March 1, 2023, are applicable in the Circuit, Chancery, and Criminal Courts of Williamson County, Tennessee. All standing Orders not incorporated in these Rules are declared invalid and shall have no effect.

Adopted and effective March 1, 2023.

Joseph A. Woodruff

Circuit Court Judge/Chancellor, Division I

Deana C. Hood

Circuit Court Judge/Chancellor, Division II

Michael W. Binkley

Circuit Court Judge/Chancellor, Division III

Deanna B. Johnson

Circuit Court Judge/Chancellor, Division IV

## APPENDIX A

# IN THE CIRCUIT/CHANCERY [choose appropriate court] COURT FOR WILLIAMSON COUNTY, TENNESSEE 21<sup>ST</sup> JUDICIAL DISTRICT AT FRANKLIN

ABC,	)			
PLAINTIFF,	<i>)</i> )			
VS.	) CASE NO. 12	234567	78	
THE BEST COMPANY EVER,	) )			
DEFENDANT.	) )			
NOTICE AND ORDER OF HEARING SUMMARY JUDGMENT MOTION				
Notice is hereby given the Motion for Sun	nmary Judgment file	d by_		
[moving party] on		[date	motion	was
filed] will be heard on	[date	of	hearing	as
designated by Court's Judicial Legal Assistant] a	t	(a.m.)	(p.m.)	[time
of hearing as designated by Court's Judicial/Legal Assistant] at the Williamson County				
Judicial Center, 135 Fourth Avenue South, Franklin, Tennessee 37064. It is anticipated				
this hearing will take[	total anticipated	time	of hea	aring]
TOTAL to be heard, which includes argument fro	om each party.			
The following briefing schedule applies to	this Motion for Sum	mary J	udgmen	ıt:
1. Non-movant's written responses in op	position to the Mot	ion an	d to the	Rule
56.03 statement, together with all supp	orting evidentiary m	natters	shall be	filed
and served not later than		[date t	o be ins	erted
by the Court's Judicial/Legal Assistant1	l <del>t</del>			

2. Movant's reply brief (not to exceed twenty (20) pages) and reply to new				
factual matters asserted in the non-movant's Rule 56.03 response (if any)				
shall be filed and served not later than [date				
to be inserted by the Court's Judicial Legal Assistant].				
The Court hereby requests the parties file chambers' copies the Motion for				
Partial Summary Judgment as well as any and all supporting memoranda of law				
in accordance with Section 5.05, Local Rules of Practice for the 21st Judicial				
District.				
Any party seeking relief from the foregoing hearing date and briefing scheduled				
shall do so by timely written motion.				
The parties may not alter or amend this Order upon their agreement absent				
Court approval.				
This matter is not currently scheduled for trial.				
All other matters are reserved.				
<b>ENTERED</b> this day of, 20				
[insert appropriate Judge's name here] Circuit Court Judge/Chancellor				
CLERK'S CERTIFICATE OF SERVICE				
I hereby certify a true and exact copy of the foregoing Notice of Hearing was mailed, postage prepaid, and/or emailed, and/or faxed, to:				
[insert all counsel of record (or party if <i>pro</i> se)'s full name, address, fax number and/or email address for proper service]				
This the day of, 20				
Circuit Court Clerk/Clerk & Master [choose appropriate clerk]				

¥ v

## APPENDIX B

## IN THE CIRCUIT COURT FOR WILLIAMSON COUNTY, TENNESSEE 21<sup>ST</sup> JUDICIAL DISTRICT AT FRANKLIN

JOHN DO	DE,	)	
	APPELLANT,	)	
VS.		) GENERAL SESSIONS NO	
JANE DO	DE	) CIRCUIT NO	
	APPELLEE.	)	
		G CASE FOR HEARING	
	* x	······	
А٨	<i>lotice of Appeal</i> from the Gene	eral Sessions Court Case No	
, wa	as filed with the Circuit Court C	Clerk's Office on, in the	
above-styl	ed case.		
This	s matter is hereby set for revie	w on a civil motions docket on	
HTT - HTT - J		ata.m./p.m., before this Honorable	
Court, at v	which time the parties must b	pe prepared to enter into a Scheduling Order,	
including a	projected trial date.		
IT IS	S SO ORDERED.		
ENT	ERED this day of	, 2022.	
		Circuit Court Judge/Chancellor	

### **CLERK'S CERTIFICATE OF SERVICE**

77113 tile (	ady 01	2022.	
This the	lay of	2022.	
and/or faxed, to:	no court has been lerv	arded poorage prop	ala, alla, or officially
Hearing as entered by t	a true and exact copy on the Court has been forward.	0 0	

## APPENDIX C

### IN THE CIRCUIT/CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE 21<sup>ST</sup> JUDICIAL DISTRICT AT FRANKLIN

JOHN DOE,	)
PLAINTIFF,	) }
VS.	COURT CASE NO.
JANE DOE,	) )
DEFENDANT.	
	RIAL ORDER JURY TRIAL
The above-styled and numbered c	ase is set for trial on
, at a.m./p.m. before a J	ury. It is anticipated the case will take
() days for trial. The Court directs t	he parties submit proposed jury instructions on
or before	to the Court's Judicial/Legal Assistant, via email
at in <i>Wor</i>	rd format. In submitting their proposed jury
instructions, the parties are required to m	ake reference to the most recent edition of the
Tennessee Pattern Jury Instructions ("TPI	"), Civil, where applicable.
This Court sets this matter for a	pre-trial conference on
at a.m./p.m. wit	h counsel in the Judges' chambers. In
advance of the pre-trial conference, the	e Court will endeavor to submit a draft of a
proposed jury charge to counsel for al	I parties' consideration and discuss at the
ore-trial conference.	

IT IS SO ORDERED.

ENTERED this day of	, 20
	Circuit Court Judge/Chancellor
CLERK'S CERTI	FICATE OF SERVICE
I hereby certify a true and exact coppostage prepaid, and/or emailed, and/or fa	by of the foregoing <i>Pre-Trial Order</i> was mailed, axed, to:
This day of	, 20
*	
C	ircuit Court Clerk

# APPENDIX D

# IN THE CIRCUIT/CHANCERY [choose appropriate court] COURT FOR WILLIAMSON COUNTY, TENNESSEE 21<sup>ST</sup> JUDICIAL DISTRICT AT FRANKLIN

JOHN DOE,	)
PLAINTIFF/PETITIONER,	)
VS.	) CASE NO
JANE DOE,	
DEFENDANT/RESPONDENT.	)
PURSUANT	R TO APPEAR TO RULE 42 OF THE OF CRIMINAL PROCEDURE
Respondent/Defendant,	_, is hereby ordered to appear before the Court on
, at which time the Court will co	onduct proceedings required in connection with these
criminal contempt proceedings including but no	ot limited to:
a. Setting the time and place for the hea	aring;
b. Allowing a reasonable time to prepare	e a defense; and
c. State the essential facts constituting	the criminal contempt charged and describe it as such.
Accordingly, IT IS SO ORDERED, ADJU	JDGED and DECREED.
ENTERED this the day of	, 20

[insert appropriate Judge's name here]
Circuit Court Judge/Chancellor

THIS ORDER SHALL BE SERVED
WITH THE PETITION AND
SERVICE OF THIS ORDER SHALL BE
NOTED ON THE SUMMONS

### CLERK'S CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Order to Appear Pursuant to Rule 42 of the Tennessee Rules of Criminal Procedure was mailed, postage prepaid, and/or emailed, and/or faxed, to:

[insert all counsel of record (or party if *pro se*)'s full name, address, fax number and/or email address for proper service]

This	day of	, 20
		Circuit Court Clerk/Clerk & Master

## **APPENDIX E**

# IN THE CIRCUIT/CHANCERY [choose appropriate court] COURT FOR WILLIAMSON COUNTY, TENNESSEE 21<sup>ST</sup> JUDICIAL DISTRICT AT FRANKLIN

JOHN	DOE,	)
	PLAINTIFF/PETITIONER,	)
VS.		) CASE NO
JANE (	DOE,	
	DEFENDANT/RESPONDENT.	
11		NCE PURSUANT TO COURT'S ORDER UNDER SSEE RULES OF CRIMINAL PROCEDURE
F	Respondent/Defendant,	, hereby waives his/her appearance ordered by th
Court o	n; and certifies to	the Court that he/she understands the essential fact
constitu	ting criminal contempt charged. Furth	er, Defendant/Respondent represents to the Court tha
he/she ι	understands that:	
1	. he/she is being charged with crimina	al contempt;
2.	. he/she has been advised that a findi	ng of criminal contempt could result in incarceration of
	up to ten (10) days and/or a fine of u	p to \$50.00, or both, for each act constituting criminal
	contempt;	
3.	he/she is entitled to be represented to	by counsel and if he/she cannot afford counsel, the
	Court will appoint counsel to represe	nt him/her;
4.	he/she understands that the Plaintiff/	Petitioner must prove his/her guilt beyond a
	reasonable doubt; and	
5.	he/she understands that he/she cann	not be compelled or forced to testify and that if he/she
	elects not to testify, the Court will not	hold it against him/her because he/she is exercising
	his/her constitutional right against sel	
la	cknowledge the pending charge of crir	minal contempt is set to be tried at . o'clock,

m. on the day of day affords me time to prepare		resent to the Court	that setting the trial on that
or			(4)
I acknowledge my counsel of re executed, meet and confer with order providing for the orderly metall include a date for trial.	n opposing coun	sel for the purpose	of submitting a scheduling
· 2			
Defendant/Respondent	er ::::::::::::::::::::::::::::::::::::	Date	
Counsel for Defendant/Respondent	- <u>-</u> -	Date	
		(8)	
		priate Judge's nam Judge/Chancellor	e here]
<u>CE</u>	RTIFICATE OF	SERVICE	
I hereby certify that a true and e Court's Order Under Rule 42 of the Ten prepaid, and/or emailed, and/or faxed, t	nessee Rules of	e foregoing <i>Waiver o</i> Criminal Procedure	of Appearance Pursuant to has been mailed, postage
[insert all counsel	of record (or pa	rty if <i>pro se)</i> 's full na	ame,
address, fax numbe	er and/or email a	ddress for proper so	ervice]
This the day of	_, 20		
	Circuit Court Cl [choose approp	erk/Clerk & Master riate clerk]	

# **APPENDIX F**

### IN THE CIRCUIT/CHANCERY [choose appropriate court] COURT FOR WILLIAMSON COUNTY, TENNESSEE 21<sup>ST</sup> JUDICIAL DISTRICT AT FRANKLIN

JOHN DOE	,	)			
	PLAINTIFF/PETITIONER,	)	11		
VS.		)	CASE NO	 	
JANE DOE,		)			
	DEFENDANT/RESPONDENT.	)			
		· · · · · · · · · · · · · · · · · · ·			

### ORDER UPON INITIAL APPEARANCE ON CRIMINAL CONTEMPT

This matter was before the Court on the \_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_, pursuant to Order of the Court requiring the Defendant/Respondent to appear pursuant to Rule 42 of the Tennessee Rules of Criminal Procedure. During the course of the proceedings, the Court addressed the Defendant/Respondent and advised the Defendant/Respondent:

- 1. That he/she is being charged with criminal contempt;
- 2. That a finding of criminal contempt could result in incarceration for up to ten (10) days and/or a fine of \$50.00, or both, for each act constituting criminal contempt;
- 3. That the Defendant/Respondent is entitled to be represented by counsel and if he/she cannot afford counsel, the Court will appoint counsel to represent him/her;
- 4. That the Plaintiff/Petitioner must prove the guilt of the Defendant/Respondent beyond a reasonable doubt:
- 5. That the Defendant/Respondent cannot be compelled or forced to testify and if he/she elects not to testify, the Court will not hold it against him because he/she is exercising his/her constitutional right against self-incrimination;
- 6. That all civil proceedings between the parties which might reasonably require the Defendant/Respondent to produce documents, things, and/or testimony relevant to these

proceedings;
7. That the trial of the criminal contempt proceeding shall be, and is hereby, set for the
day of, 20, at a.m./p.m.
The Court reviewed with the Defendant/Respondent the essential facts constituting the crimina
contempt charged and described it as such.
In setting the case for trial, the Court afforded the Defendant/Respondent a reasonable time t
prepare a defense.
Accordingly, IT IS SO ORDERED, ADJUDGED and DECREED.
ENTERED this the day of, 20
[insert appropriate Judge's name here] Circuit Court Judge/Chancellor
CLERK'S CERTIFICATE OF SERVICE
I hereby certify that a true and exact copy of the foregoing <i>Order</i> was mailed, postage prepaid, and/or emailed, and/or faxed, to:
[insert all counsel of record (or party if <i>pro se</i> )'s full name, address, fax number and/or email address for proper service]
this day of, 20
Circuit Court Clerk/Clerk & Master [choose appropriate clerk]

criminal contempt proceedings are stayed pending conclusion of these criminal contempt

## APPENDIX G

### IN THE CHANCERY COURT OF WILLIAMSON COUNTY, TENNESSEE VS. TEMPORARY RESTRAINING ORDER RELATING TO CHILD CUSTODY Pursuant to T.C.A. § 36-6-101 et seq., it is hereby ORDERED as follows: 1. Each party is restrained and enjoined from voluntarily canceling, modifying, terminating, assigning or allowing to lapse for non-payment of premiums, any insurance policy, including but not limited to, life and health, where such insurance policy provides coverage to a child who is the subject of the custody action, or that names either of the parties or the child as beneficiaries without the consent of the other party or an order of the court. For the purposes of this section, "modifying" includes any change in beneficiary status. 2. Each party is restrained and enjoined from harassing, threatening, assaulting or abusing the other party and from making disparaging remarks about the other party to or in the presence of any children of the parties or to an employer of a party. 3. Each party is restrained and enjoined from hiding, destroying or spoiling, in whole or in part, any evidence that may be relevant to the custody proceeding, whether electronically stored on computer hard drives or other memory storage devices 4. Each party is restrained and enjoined from relocating any children of the parties outside the State of Tennessee or for more than 50 miles from the marital home without permission of the other party or a court order pursuant to 36-6-108, except in the case of a removal based upon a well-founded fear of physical abuse against either the fleeing parent or the child. In such case, upon the request of the non-relocating parent, the Court will conduct an expedited hearing by telephone conference if appropriate, to determine the reasonableness of the relocation and to make such other orders as appropriate. ENTER this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_. Chancellor Clerk's Certificate of Service I hereby certify that a true and exact copy of the foregoing Order has been mailed or delivered to all parties and/or counsel of record. This the \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_\_

Clerk and Master

### IN THE CHANCERY COURT OF WILLIAMSON COUNTY, TENNESSEE AT FRANKLIN

vs.	NO
STA	ATUTORY RESTRAINING ORDER
Pursuant to T.C.A. §§36-4-106(d), it is I	hereby ORDERED as follows:
dissipating or disposing, without the consent of t intended to preclude either of the parties from se (2) Expenditures from current income to maintai business are not restricted by this injunction. E available to the other party upon request; (3) Both parties are hereby restrained and enjoi lapse for nonpayment of premiums, any insurance and automobile, where such insurance policy pro parties or the children as beneficiaries without the	bined from transferring, assigning, borrowing against, concealing or in any way the other party or an order of the court, of any marital property. Nothing herein is eking broader injunctive relief from the court; in the marital standard of living and the usual and ordinary costs of operating a Each party shall maintain records of all expenditures, copies of which shall be ined from voluntarily canceling, modifying, terminating, assigning, or allowing to be policy, including, but not limited to, life, health, disability, homeowners, renters to ovides coverage to either of the parties or the children, or that names either of the consent of the other party or an order of the court. "Modifying" includes any
disparaging remarks about the other to or in the p (5) Both parties are hereby restrained and enjet electronically stored or on computer hard drives of (6) Both parties are hereby restrained and enjoine (50) miles from the marital home, without the permodes of upon a well-founded fear of physical abuse nonrelocating parent, the court will conduct an reasonableness of the relocation and to make sure (7) The provisions of these injunctions shall be attached in the provisions are an order of the court and apply the court of the Restraining Order and its truther temporary orders, an expanded temporary (8) The injunctions shall only apply to the spousal petition; provided, however, that nothing shall extraordinary relief against any other party names	ed from relocating any children of the parties outside the state, or more than fifty mission of the other party or an order of the court, except in the case of a removal against either the fleeing parent or the child. In such cases, upon request of the expedited hearing, by telephone conference if appropriate, to determine the chother orders as appropriate. The cached to the summons and the complaint and shall be served with the complaint. By to the plaintiff upon the filing of the complaint and apply to the defendant upon terms. However, nothing shall preclude either party from applying to the court for injunction, or modification or revocation of this temporary injunction.  I parties named in the petition and shall not apply to any third party named in the preclude any party from applying to the court for an order of injunctive or
NTERED this day of	, 20
I am the Plaintiff in the above styled case ase and that I understand the terms and condition This the day of	
v	
	Clerk
estraining Order as follows:	Return of Service, 20, I served this Statutory
This the day of	

### IN THE CIRCUIT COURT OF WILLIAMSON COUNTY, TENNESSEE AT FRANKLIN

vs.	NO
	STATUTORY RESTRAINING ORDER
Pursuant to T.C.A. §§36-4-	106(d), it is hereby ORDERED as follows:
dissipating or disposing, without the intended to preclude either of the paragraph (2) Expenditures from current incombusiness are not restricted by this it available to the other party upon requisions for nonpayment of premiums, a land automobile, where such insurance parties or the children as beneficiaries or the children as beneficiaries or the children as beneficiaries change in beneficiary status; (4) Both parties are hereby restrained disparaging remarks about the other (5) Both parties are hereby restrained electronically stored or on computer (6) Both parties are hereby restrained (6) Bo	d and enjoined from voluntarily canceling, modifying, terminating, assigning, or allowing to the parties or the children, or that names either of the parties or the children, or that names either of the swithout the consent of the other party or an order of the court. "Modifying" includes an and enjoined from harassing, threatening, assaulting or abusing the other and from making to or in the presence of any children of the parties or to either party's employer; ed and enjoined from hiding, destroying or spoiling, in whole or in part, any evidence and drives or other memory storage devices; and enjoined from relocating any children of the parties outside the state, or more than fifty out the permission of the other party or an order of the court, except in the case of a removarysical abuse against either the fleeing parent or the child. In such cases, upon request of the conduct an expedited hearing, by telephone conference if appropriate, to determine the toth make such other orders as appropriate.  shall be attached to the summons and the complaint and shall be served with the complaint and apply to the plaintiff upon the filing of the complaint and apply to the defendant upor der and its terms. However, nothing shall preclude either party from applying to the court for demorary injunction, or modification or revocation of this temporary injunction. the spousal parties named in the petition and shall not apply to any third party named in the hing shall preclude any party from applying to the court for an order of injunctive or party named in any petition as provided by law or rule.  On revising, modifying or expanding the terms of this Order pursuant to T.R.C.P. 65.07.
	CIRCUIT COURT JUDGE
	Plaintiff's Certification styled case. I certify that I have read the Statutory Restraining Order that applies to my and conditions of the restraining Order
	Plaintiff
nnessee Rules of Civil Procedure or	Clerk's Certificate of Service exact copy of the foregoing order has been served pursuant to Rule 5.02 of the all parties and/or counsel of record
	Clerk
straining Order as follows:	t on the, 20, I served this Statutory, 20,

Sheriff/Process Server

# **APPENDIX H**

### IN THE CIRCUIT COURT OF WILLIAMSON COUNTY, TENNESSEE 21<sup>ST</sup> JUDICIAL DISTRICT AT FRANKLIN

vs.	NO	

### PETITIONER'S CERTIFICATION RIGHTS OF PARENTS INVOLVING CHILD CUSTODY (T.C.A. § 36-6-101)

I am the Peti below, and I understar § 36-6-101 and violation	nd it applies to my cas	se. Further, I unde	rstand the terms	s and conditions of	of the <i>Rights of Pai</i>	A. § 36-6-101 set forth rents pursuant to T.C.A.
This the	day of		, 20			

Petitioner

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.

### IN THE CHANCERY COURT OF WILLIAMSON COUNTY, TENNESSEE 21<sup>ST</sup> JUDICIAL DISTRICT AT FRANKLIN

S.	NO

### PETITIONER'S CERTIFICATION RIGHTS OF PARENTS INVOLVING CHILD CUSTODY (T.C.A. § 36-6-101)

I am the Petitioner in the above-styled case. I certify I have read the Rights of Parents pursuant to T.C.A. § 36-6-101 set forth
below, and I understand it applies to my case. Further, I understand the terms and conditions of the Rights of Parents pursuant to T.C.A
§ 36-6-101 and violation of these terms and conditions can result in subjecting me to contempt proceedings.

is the day of	, 20	
	Petitioner	

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.

# **APPENDIX I**

STATE OF TENNESSEE	COURT (Must be completed)	COUNTY (Must be completed)			
TEMPORARY PARENTIN		FILE No (Must be completed)  DIVISION			
PLAINTIFF (Name: First, Middle, Last)	DEFENDANT (Name: F	DEFENDANT (Name: First, Middle, Last)			
☐ Mother ☐ Father	☐ Mother	☐ Mother □ ☐ Father			
	*				
The mother and father will be	ehave with each other a	nd each child so as to provide a loving			
stable, consistent and nurturing rela	ationship with the child e	ven though they are divorced. They wi			
not speak badly of each other or the	e members of the family o	of the other parent. They will encourage			
each child to continue to love the oth	ner parent and be comfort	table in both families.			
This plan is a new plan.  [] modifies an e	existing Parenting Plan da	ated			
□ modifies an e	existing Order dated				
Child's Name	9	Date of Birth			
I. RES	BIDENTIAL PARENTING	SCHEDULE			
A. RESIDENTIAL TIME WITH EA	ACH PARENT				
The Primary Residential Parent is					
Under the schedule set forth below,		the following number of days with the			
children: Mother days	Father	days			

**DAY-TO-DAY SCHEDULE** 

B.

followir	ng times w	hen the oth	er parent sha	II have res	sponsibility:			
	rom			to				
	y and Time							
(i	every we	ek [] eve	ry other week	☐ other:				
The oth	ner parent ng times s	shall also pecified bel	have respons ow:	sibility for	the care of	the child	or children :	at the additiona
Fre	om	nd Time	t	O		·		
O			ry other week				•	
This par	renting sch	nedule begi	ns []	Time	or    0	date of the	Court's Ord	ler.
			E AND OTHE					
Indicate	if child or	children wi	ll be with pare MOTHER	nt in ODE	or EVEN n	umbered y	ears or EVI	ERY year:
Presider Easter E coinciding wi Passove coinciding wi Mother's Memoria Father's July 4 <sup>th</sup> Labor Da Hallowee Thanksgi Children' Other Sc Mother's	uther King nts' Day Day (unless o th Spring Vaca T Day (unle th Spring Vaca Day I Day (if no Day en iving Day hool-Free Birthday	therwise tion) ss otherwise tion)  o school)  & Friday s Days	WIOTHER					
A holiday the holida	shall beg ıy, unless	in at 6:00 p otherwise r	.m. on the nig	ht preced	ling the holi	day and e	nd at 6:00 p —:	.m. the night of
D. FA	LL VACA	TION (If ap	pplicable)					
The day	to day	schedule	shall apply	except	as follows	s:		
			VACATION					

The G mother G father shall have responsibility for the care of the child or children except at the

The D mother D father shall have the child or children for the first period from the day and time school is dismissed until December at a.m./p.m. D in odd-numbered years D in even-numbered years D every year. The other parent will have the child or children for the second period from the day and time indicated above until 6:00 p.m. on the evening before school resumes. The parties shall alternate the first and second periods each year.
Other agreement of the parents:
F. SPRING VACATION (If applicable)
The day-to-day schedule shall apply except as follows:
beginning
G. SUMMER VACATION
The day-to-day schedule shall apply except as follows:
beginning
ls written notice required? ☐ Yes ☐ No. If so, number of days.
H. TRANSPORTATION ARRANGEMENTS
The place of meeting for the exchange of the child or children shall be:
Payment of long distance transportation costs (if applicable):   mother in father in 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:
1) Place:
□ Person or organization supervising:
☐ Responsibility for cost, if any: ☐ mother ☐ father ☐ both equally.

	£.		ś	
The	following special provisions ap	ply:		
	*			
-				
	, , , , , , , , , , , , , , , , , , , ,			
		11.	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

OTHER

J.

Major	decisions regarding each child shall be	made as foll	ows:		
	Educational decisions	☐ mother	☐ father	□ joint	
	Non-emergency health care	□ mother	□ father	□ joint	
	Religious upbringing	☐ mother	□ father	□ joint	
	Extracurricular activities	□ mother	□ father	□ joint	
	A STATE OF THE STA	_ □ mother	□ father	□joint	
	III. FIN	IANCIAL SUF	PPORT		<b>ੱ</b>
A. C	HILD SUPPORT		Ř		ec.
Father's	gross monthly income is \$	ě	·		
Mother's	gross monthly income is \$				
1. Th	e final child support order is as follows	3:			
a.	The   mother  father	shall pay	to the oth	ner parent as	regular child
su	pport the sum of \$	weekly 🗆 mo	onthly 🗆 twic	e per month	*)
	every two weeks. The Child Suppo	ort Workshee	et shall be a	attached to this	order as an
Ex	hibit.*				
	9		Đ)		8
lf ti	his is a deviation from the Child Suppo	ort Guidelines	s, explain wh	y:	:e.
					_

2. Retroactive Support: A judgment is hereby awarded in the amount of \$ to □ mother of the paint of 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 day of, 20
This support shall be paid:
☐ directly to the other parent.
to the Central Child Support Receipting Unit, P. O. Box 305200, Nashville, Tennessee 37229, and
sent from there to the other parent at:
□ A Wage Assignment Order is attached to this Parenting Plan.
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 <a href="http://www.state.tn.us/humanserv/is/isdocuments.html">http://www.state.tn.us/humanserv/is/isdocuments.html</a> or at your local child support offices.

B. FEDERAL INCOME TAX EXEMPTION1
The ☐ mother ☐ father is the parent receiving child support.
The Mother shall claim the following children:
The Father shall claim the following children:
The $\square$ mother $\square$ 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: $\square$ alternate years starting
The $\Box$ mother $\Box$ 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:
<ul> <li>IRS Forms W-2 and 1099 shall be sent to the other parent on or before February 15.</li> <li>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.</li> <li>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.</li> </ul>
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 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, 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 $\square$ mother $\square$ father shall maintain dental, orthodontic, and optica insurance on the minor child or children.

<sup>1</sup> 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.

E. LIFE INSURANCE
If agreed upon by the parties, the $\square$ mother $\square$ father $\square$ both shall insure his/her own life in the minimum amount of $\$$ by whole life or term insurance. Until the child support obligation has been completed, each policy shall name the child/children as sole irrevocable primary beneficiary, with the $\square$ other parent $\square$ other, as trustee for the benefit of the child(ren), to serve without bond or accounting.
IV. PRIMARY RESIDENTIAL PARENT (CUSTODIAN) FOR OTHER LEGAL PURPOSES
The child or children are scheduled to reside the majority of the time with the mother 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:
<ul> <li>☐ Mediation by a neutral party chosen by the parents or the Court.</li> <li>☐ Arbitration by a neutral party selected by parents or the Court.</li> <li>☐ The Court DUE TO ORDER OF PROTECTION OR RESTRICTIONS.</li> </ul>
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

- C. A written record shall be prepared of any agreement reached,
- 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.

#### RIGHTS OF PARENTS VI.

### 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.

### 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:

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

#### PARENT EDUCATION CLASS VIII

This requirement has been fulfilled by □	both parents (1 moth	er ☐ father ☐ neither.	
Failure to attend the parent education class within contempt.	60 days of this orde	r is punishable by	
Under penalty of perjury, we declare that the best interest of each minor child and that the sworksheets are true and correct. (A notary public A notary public is required if this is an agreed plan	statements herein an <i>is required if this is</i> a	d on the attached child suppo	ЭIL
Mother	Date and	Place Signed	
Sworn to and subscribed before me this	day of	, 20	
My commission expires:	(C. A	Notary Public	
a 5	c in the second		
Father	Date and P	lace Signed	
Sworn to and subscribed before me this	day of	, 20	
My commission expires:		Notary Public	

Attorney for Mother	Attorney for Father
Address	Address
Address	Address
Phone and BPR Number	Phone and BPR Number
Note: The judge or chancellor may sign be	elow or, instead, sign a Final Decree or a separate Orde
incorporating this plan.	COSTS (If applicable)
incorporating this plan.	COSTS (If applicable)
incorporating this plan. COURT	COSTS (If applicable)
incorporating this plan.  COURT  Court costs, if any, are taxed as follows:	COSTS (If applicable)

### **APPENDIX J**

			THE COURSE OF THE PER	TIME TO THE TOTAL OF THE TOTAL	A LIMIT LINE	THE PERSON NAMED IN	ALC: LANGE											
	October	November December	December .	Santan	Fahnisakk	March	1	INIT LE OF	WILL UAN	MANUEL CAMPLE CAMPLE CAMPLE	SAMPLE	SAMPLE : SAMPLE	ľ	SAMPIE	O MANON PLO		-1	
Truing	295	1063		14		- 15	April May	ay June	July en	August	Septemb	September October	1	CONTRACTOR OF THE PERSON OF TH	ONINFLE VANIPLE	0.04	щ	SAMPLE
House Payment	611 66	611 66	244 66	200	507	- 1	240	557	532 E	333		1000	NOVEL IDEA	December	Car	- 11	March	Average
Mortgage Taxes	200	0.0	00.110		611.66	611.66	611.7 6	611.66 6	611.11 81	84	64	1	-	822	300	~	496	5481 83
Health Club	200	0	161	160	108	108	108	108	ĵ.	400	5	0		611.66	611.66	611.66	611 86	5644 00
ife Insurance	24.12	54.12	54.12	67.22	33.61	33.61			1	i				108	100	108	1001	200
ilisoi al les	19.91	19.03	19.03	19.03	19.03	+		200	1.	33.61	33.61	1 33,95	33.95	33.95	ò		2	90.00
wy nearly ins.	0	274	274			1	_[`		40.0				İ	19 94		200	2 100	\$30.24
Home Phone/Internet	46.16	85 44	81 74	144 77	70.07	20.00	1		_1	302.6 269.94	ì		1	260 030	6	\$0.00 C	76.03	\$19.64
Water	58 12	34 85	62 77	1	12.21	-			84.42 78	78.87 79.94		79.85		70000		76.697	269.92	\$181.79
Electricity	58 22	20.40	17.00	60.0	41.15		28.57	34.82	28.51 41	41.15 28 G		Į.	2000	82.91	112.79	79.93	64.79	\$83.01
House Gas	20.32	33.49	32.92	39.28	45.54	35.02	33.66	41.38	53 18 50				İ	34.93	41.27	36.99	34.93	\$38.46
San Carrie	20.54	35.97	71	7.1	71		1	L	_		09.73	3	40.7	41.2	48.86	45.95	46.15	249 87
Salla Salla	395.5	436.2	396.68	321.84	365.62	381.97	355 5	314 65 2	346 34 20		i		71	56	56	56	55	\$6.5 Q2
School account all and a serious	317.07	488.96	310.32	182.57	227.61	1	1	1	1	1			İ	264	320.26	301.04	191.61	5377 15
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200	49.18	47.01	110.9	66.43	45.56	ш	1		-1					326.56	212.3	197.46	219.08	\$192.02
Sec.	107.01	80.13	37.88	96.37	49.56	+	1		-				62.74	63.32	90.76	713	43.78	CE2 GE
Home Repair	1108.62	510.49	318.37	523.14	392 95		-	4	- 1			8 222.01	106.9	443.82	45.38	200 56	12024	6447
Car Repair	20	20	90	20	202	224.5	1	1	_1	168		87		939.82	1	716.49	257 00	00.71.00
wedical/Dental	153.75	241.8	48.05	200	255	20000	200				50 170.24	4 50	209	125.9		2	24,00	9570.30
Homeowners Assoc.	3.5	3.5	3.5	3 4	200	200	-		27	Ó	2 67.46	6 473.5	22	179 5	3 0	000	CS.	\$102.93
	166	166	200	020	0.0	0.0	3.5	3.5			5 3.5	3.5	C		1	20.00	30	\$130.14
Car Insurance .	4624	200	0	200	750	520	220	250	250 2	250 250			250	000		0	o	\$2.53
Homeowners Ins		33.7	2	ac	80	165.6	80	80		80		+	2007	DC7	720	250	250	\$236,00
erminix	\$	8	8	34	34	34	34	g	34				2	110	110	110	110	\$120,40
Dish Network	- 1	11	=	F	11	11	11	Ξ			L	7 7	\$	34	34	34	34	\$34.00
Avinc	4.74	9.74	14.02	14.02	14.02	14.02	14.02	14.02	14 02 14				Ε	11	11	11	11	\$11.00
Cell Phone	350	450	400	350	450	400	300	İ		300	1000	j						\$7.31
Mork Dhoss	50.75	26.45	26.45	26.45	26.33	26.33	26.33	26.33	1	Ĺ	j		į	300	350	20	100	\$341.67
TIIOIle	27.58	24.51	24.51	24.51	24.53	i.		ł	1	24.50		76.85	26.62	28.62	26.62	36.77	36.86	\$27.64
Crianitable donations			265		1	J.		4	1		57		1	24.72	24.72	24.94	24.77	08 ACS
GITS/BOOKS	102.47	423.1	126.08	48 53	93 08	4	474.0	1				25 25	75	0	0	c		696 70
Vacation/Trip Fund	475		150		2	1	1	1	1	20 66,11			307.88	207.18	95.57	89 48	117 51	4430 40
Emergency Fund		450		1		3	201	5	200	50 62.5	5 358.5	5 50	30		0	C	457 5	6220 62
Business Exp.	132.99			125			-	001	33						168	707	2	540.03
Bank, Divorce, etc. fees	135.46	50.96	68.84	24 54	20 70	1	- 10	$\perp$	_						46.9	18 55	-	657.30
TOTALS	5526.87	6126.22	4442 79	3808 16	4011 4	13.42 5787 E	3600	321.19 8	885.56 30	3064 799			173.22	192.22	o	1837	380	CE28 24
					-	0,7020				770000	2001	-	-	-		100	2000	10.0100

## **APPENDIX K**

		**			
5	STATE O	FTENNESSEE	COL	JRT (Must be completed)	COUNTY (Must be completed)
		NENT PARENTI			FILE NO. (Must be completed)  DIVISION
PLA	NTIFF (Nan	ne: First, Middle, Last)		DEFENDANT (Name: F	I irst, Middle, Last)
□ M	lother	□ Father		☐ Mother	□ Father
divorce parent.	d. They was able in bo	will not speak badly will encourage eac oth families. □ is a new plar □ modifies an e	of each h child n. existing	ch other or the mem d to continue to lo g Parenting Plan da	child even though they are bers of the family of the other ve the other parent and be
		Child's Nar	·		Date of Birth
		I. RESIDE	NTIAL	PARENTING SCH	EDULE
A. R	ESIDENT	IAL TIME WITH E			
majority	of the tim	e as the Primary Re	esiden		hild is scheduled to reside a ild(ren). The designation the Parenting Plan.
	Mother Father Joint Pri Child Waived Child	I must reside an eq by Mother and Fath I must reside an eq	ual am ner (on ual am	ount of time with bo	oth parents.
the childre	en:	e set forth below, ea days	ach pa	rent will spend the fo	ollowing number of days with

#### B. DAY-TO-DAY SCHEDULE

From	y and Time	Day and Time
		•
□ every week □ e	every other week    other: _	*
The other parent shall als additional parenting times		ne care of the child or children at t
From	Day and Time	
	Day and Time	Day and Time
□ every week □ e	very other week 🛮 other: _	*
This parenting schedule be	egins 🗆	or 🗆 date of the Court's Order.
C. HOLIDAY SCHEDU	ILE AND OTHER SCHOOL	FREE DAYS
Indicate if child or children	will be with parent in ODD	or EVEN numbered years or EVER
year:	•	•
	MOTHER	FATHER
New Year's Day	·	
Martin Luther King Day		
Presidents' Day		1
Easter Day (unless otherwise		
coinciding with Spring Vacation)  Passover Day (unless otherwise)		_
vininer's Dav		
Memorial Day (if no school)	<del> </del>	
Memorial Day (if no school) Father's Day		
Memorial Day (if no school) Father's Day July 4 <sup>th</sup>	<del> </del>	
-ather's Day July 4 <sup>th</sup> ₋abor Day		
Memorial Day (if no school) Father's Day July 4 <sup>th</sup> Labor Day Halloween	<u> </u>	
Memorial Day (if no school) Father's Day July 4 <sup>th</sup> Labor Day Halloween Fhanksgiving Day & Friday	\$	
Memorial Day (if no school) Father's Day July 4 <sup>th</sup> Labor Day Halloween Chanksgiving Day & Friday Children's Birthdays		
Memorial Day (if no school) Father's Day July 4 <sup>th</sup> Labor Day Halloween Thanksgiving Day & Friday Children's Birthdays Other School-Free Days		
Memorial Day (if no school) Father's Day July 4 <sup>th</sup> Labor Day Halloween Thanksgiving Day & Friday Children's Birthdays Other's Birthday		
Memorial Day (if no school) Father's Day July 4 <sup>th</sup> Labor Day Halloween Thanksgiving Day & Friday Children's Birthdays Mother's Birthday father's Birthday		

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

D. FALL VACATION (If applicable)

The d	ay to day schedule shall apply except as follows:beginning
E.	WINTER (CHRISTMAS) VACATION
time s in even the se	mother  father shall have the child or children for the first period from the day and chool is dismissed until December at a.m./p.m.  in odd-numbered year ven-numbered years. The other parent will have the child or children for econd period from the day and time indicated above until 6:00 p.m. on the evening eschool resumes. The parties shall alternate the first and second periods each year.
Other	agreement of the parents:
F.	SPRING VACATION (If applicable)
The da	ay-to-day schedule shall apply except as follows:
	beginning
G.	SUMMER VACATION
The da	y-to-day schedule shall apply except as follows:
	beginning
Is writte	en notice required? □ Yes □ No. If so, number of days.
н. '	TRANSPORTATION ARRANGEMENTS
The pla	ace of meeting for the exchange of the child or children shall be:
equally Other a If a pa	rrangements:
ranspo	rtation arrangements to protect the child or children while in the care of that parent.
	SUPERVISION OF PARENTING TIME (If applicable) ck if applicable
Place	
	n or organization supervising: onsibility for cost, if any: □ mother □ father □ both equally.
ı. C	OTHER
he folk	owing special provisions apply:
	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.

В.	MAJO	OR DECISIONS			
Majo	r decisi	ons regarding each child shall be	made as follo	ows:	No.
			<ul><li>□ mother</li><li>□ mother</li></ul>	☐ father☐ father☐ father☐ father☐ father☐	□ joint □ joint □ joint
		III. FINANC	IAL SUPPOR	RT	
۹.	CHILE	SUPPORT			
athe Mothe	er's gros er's gros	s monthly income is \$ss monthly income is \$			
1.	a. The support	al child support order is as followne   mother  father shart the sum of \$  ry two weeks. The Child Suppor Exhibit.*	ill pay to the weekly □ m	onthly I twice	e per month
	If this is	s a deviation from the Child Supp	ort Guideline	es, explain all	of the following:
	The rea	ason for the deviation:			- This is the second of
	The pre	esumptive amount of the child su	pport (withou	t the deviatio	n):
	How is	the application of the Guidelines	unjust or ina	ppropriate?	
	How is	the best interest of the child serv	ed?		
		ne child support obligation after t taking into consideration both pa			II of the child(ren)'s

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
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 day of, 20
This support shall be paid:
<ul> <li>directly to the other parent.</li> <li>to the Central Child Support Receipting Unit, P. O. Box 305200, Nashville, Tennessee 37229, and sent from there to the other parent at:</li> <li>A Wage Assignment Order is attached to this Parenting Plan.</li> </ul>
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 <a href="http://www.state.tn.us/humanserv/is/isdocuments.html">http://www.state.tn.us/humanserv/is/isdocuments.html</a> or at your local child support offices.
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The Mother shall claim the following children:
The Father shall claim the following children:
The $\square$ mother $\square$ 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: $\square$ alternate years starting $\_$ $\square$ each year $\square$ other: $\_$ .
The $\square$ mother $\square$ 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

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

<sup>\*</sup> 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.

1/04/2021

paying child support. This requirement applies only if a parent is receiving benefits from the Department for a child.

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#### D. HEALTH AND DENTAL INSURANCE

D. HEALITAIN DENTAL MOONANGE
Reasonable health insurance on the child or children will be:  maintained by the mother 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, 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.
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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

#### V. DISAGREEMENTS OR MODIFICATION OF PLAN

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.

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 n	eutral	party	chosen	by t	he	parents	or the	Court.
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assessed by the othe of the office of the of	nis process may be determined by the alternative dispute process or may be he Court based upon the incomes of the parents. It must be commenced by ther 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.

#### 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.

1/04/2021

VIII. PARENT	EDUCATION CLASS	
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Judge or Chancellor

## APPENDIX L

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H. Other Assets  1 [BOATS, MOTORS, TRAILERS, JETSKIS, AND RELATED EQUIPMENT]  2 [ANY OTHER ASSETS, CASH, PRECIOUS METALS, ETC.]  Add more lines if necessary.		EMIV	Debt	Equity	Distribu	tions	FMV	1	Equity	Distributions	Suoi
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	Name in which charge account or credit card is issued.	1				10				
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307	Add more lines if necessary	3		5年,2016年1988年1988年1988年1988年1988年1988年1988年19						
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Respectfully submitted, B Respectfully submitted, B R R R R R R R R R R R R R R R R R R
Attorney for Plaintiff
Attorney for Defendant
STATE OF TENNESSEE COUNTY OF WILLIAMSON
Light foreign is true and correct to the best of my knowledge, information, and belief.
NAME HERE], Affiant Plaintiff
Sworn to and subscribed before me, this day of
NOIAKY PUBLIC  My Commission Exprise.
STATE OF TENNESSEE
מוס סווס חוד
NAME HERE], Affiant Defendant
Sworn to and subscribed before me, this day of day
NOTARY PUBLIC
My Commission Expires:

ì

# **APPENDIX M**

## IN THE CIRCUIT/CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE 21<sup>ST</sup> JUDICIAL DISTRICT AT FRANKLIN

JAN	NE DOI	Ε,	)	
		PLAINTIFF,	)	
VS.			) CASE NO. 22	2-CV-20001
JOH	IN DOI	Ε,	)	
		DEFENDANT.	)	
()			STORICAL INCOME AND EXPER	NSES
	[Nar	ne of Party], [Plaintiff/Defend	ant], who would show	to the Court as follows:
REG	ULAR	INCOME:		75
Ā.	1.	Gross Wages and Commission Twice Monthly	: Weekly Monthly	<b>5</b>
	2.	Deductions each pay period: FICA;	Fed. TaxOther	\$
	3.	Net take-home earnings on a _	basis	\$
B.	Other	income (from any source)		
		NET TAKE-HOME	<del></del>	TOTAL\$(Weekly/Monthly)
of hin	He/sh n/hersel	e submits the following as an es f (and children where applicable	stimate of the necessary re):	monthly expenses for support
A.	<u>Gener</u> 1. 2.	ral Expenses:  Rent or mortgage, including taxe  Utilities:  Water  Elec	_;	\$
	3. 4. 5.	Car Operation (gas, oil, repair, in Insurance (life and other) Installment contracts and month Personal loans; Household;		\$ \$ \$
		TOTAL INSTAL	LMENT CONTRACTS	\$
		GENERAL EXP	ENSES TOTAL	\$

B. Other 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11.	Food Clothing Medical, Dental & Drugs Laundry & Cleaning Recreation (specify) School expenses Babysitting/Other Child Care Beauty or Barber Shop Other (specify) Other Other Subtotals TOTAL	\$ \$	Children  Children  S Children
	NET INCOME LESS		\$
	I need \$	(Weekly/Monthly)	
	er penalty of perjury, I mak ne best of my knowledge.	ke oath the information set	forth above is true and
		Plaintiff/Defendant	
771.:	the stands		
Inis	the day of	, 20	
	TENNESSEE F	-	
Swor Public for the	n to and subscribed before e State of Tennessee, on	e me, day of	, a Notary , 20
	<u> </u>	Notary Public	
My Commis	sion Expires:		
ncome and	by certify a true and exact Expenses was mailed, po [insert all counsel of red	ICATE OF SERVICE It copy of the foregoing His Istage prepaid, and/or ema Icord (or party if pro se)'s If or email address for pro	ailed, and/or faxed, to: a <b>full name,</b>
		mailing address,	name, BPR number, telephone and fax ress, and the party

## APPENDIX N

## IN THE CIRCUIT COURT FOR WILLIAMSON COUNTY, TENNESSEE AT FRANKLIN

STATE OF TENNESSEE,	
PLAINTIFF,	)
VS.	) CASE NO
DEFENDANT,	)
ARRAIGNMENT	AND SCHEDULING ORDER
The Defendant was arraigned on the	e day of, 20, on
the charges contained in the indictment by	Counsel,
The Defendant received a copy of the	he indictment, waived reading of the indictment
or was read the indictment in open court,	entered a plea of not guilty, and was allowed the
appropriate time to file pretrial motions.	
The Defendant will be represented by	by () appointed () retained counsel,
	<del></del>
The Defendant hereby requests of	liscovery from the State of Tennessee of all
information subject to disclosure pursuant	to Rule 16(a) of the Tennessee Rules of Criminal
Procedure. This scheduling order serves a	s written notice of said formal demand. Agreeing to
this provision does not preclude either part	ty from serving written discovery requests at a later
time if the party deems it necessary.	
The defense counsel has filed a r	requisite Motion for Waiver of Arraignment, signed
by the defendant and defendant's counsel,	with the Clerk of the court waiving appearance of

both defendant and defendant's counsel at arraignment, prior to this arraignment date. Said motion shall be incorporated by reference into this scheduling order.

The (	Court h	ereby sets the following scheduling order:		
M	Initial Discovery Deadline for the State (check one):			
		All misdemeanors within 30 days of arraignment		
	Class B, C, D and E felonies within 45 days of arraignment			
	Class A felonies within 60 days of arraignment			

н	First :	Review/	Status	Date:	*	:

Plea Date: \*\*

(approximately 30 days after Status Date, if needed)

If no plea agreement is entered on or before the plea date above, the case will be docketed for trial, unless an amended scheduling order is filed and agreed to by the Court. Local Criminal Rule 4 shall apply to all requests for continuance of trial.

#### **DEFENDANT'S APPEARANCE AT FIRST REVIEW**

Unless excused for good cause by court order, defense counsel is required to appear at the first review date and plea date. The defendant, however, may elect not to appear in person at the first review date, provided notice, confirmed in writing, is given by defense counsel, at least two business days in advance, to the clerk's office, adversary counsel, and, for defendants in pre-trial custody, the confinement facility responsible for transportation.

Settlement Schedule:
The State will submit a written settlement offer to the defense at the time
discovery materials are provided.
☐ The Defendant will provide a written response to the State's
settlement offer within 30 days of receipt of the offer in the case of misdemeanors, 45 days
in the case of B, C, and D felonies and 60 days in the case of A felonies.
Transportation Requests for Defendants in Custody:
Defense counsel have sole responsibility for notifying the Clerk's office of the location of the Defendants who are in custody, including specifically any changes in Defendant's location, and for timely requesting, through the Clerk's office, the issuance of appropriate transportation orders.  Defense counsel shall make all requests for transportation of Defendants in custody in writing
through the Circuit Clerk's office sufficiently in advance of all required court dates as follows:
<ul><li>(a) For Defendants in the custody of the County Sheriff, not less than 14 days prior to the appearance date;</li><li>(b) For Defendants in the custody of the Tennessee Department of Corrections not less than 45 days prior to the appearance date.</li></ul>
ENTERED this day of, 20
, Circuit Court Judge

### CLERK'S CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Arraignment a	and Scheduling	Order has been
forwarded, via postage pre-paid mail, and/or fax, and/or email, to	1 1 0	
Attorney for Defendant, and District Attorney General, Kim R. Helper, Esq., on	the day of	, 20
Circuit Court Clerk		

<sup>\*</sup> Absent exceptional circumstances, all misdemeanors should be set within 60 days of arraignment. Class B, C, D and E felonies should be set within 90 days of arraignment. Class A felonies should be set within 120 days of arraignment. \*\*The State and the Defendant may, by agreement, enter a negotiated plea agreement on any regularly-scheduled motion date prior to date set for trial.

# **APPENDIX O**

### IN THE CIRCUIT COURT FOR WILLIAMSON COUNTY, TENNESSEE AT FRANKLIN

STATE O	f TENNESSEE )
٧,	) No.
Det	fendant. )
	MOTION FOR WAIVER OF ARRAIGNMENT AND SCHEDULING ORDER
l an	the Defendant in this case and my attorney
is	. My date of birth is
	t four digits of my Social Security Number are: I hereby
acknow	rledge receipt of:
1.	The indictment in this case and waive my right to have it read to me in
open C	ourt.
2.	Notice and advice from my attorney that I may appear in open Court for
ik	arraignment.
3.	Notice and advice from my attorney that I may waive formal arraignment.
4.	That my REVIEW DATE is at 9:00 a.m. and my
	PLEA DATE is at 9:00 a.m.
l her	eby request to be allowed to waive my personal appearance at arraignment
and that	t of my attorney at arraignment and I further request the Court to enter my
*	not guilty. I acknowledge that my REVIEW DATE is at 9:00

	a.m. and that my PLEA DATE is at 9:00 a.m., and I certify that I will					
	appear.					
	I respectfully submit this Motion pursuant to Rule 43(a) of the Tennessee Rules					
	of Criminal Procedure.					
	Date					
4	ATTORNEY CERTIFICATE					
	As attorney for the Defendant named above, I certify that I am retained to					
a	represent the Defendant throughout the trial of this cause and that I have not signed					
	my client's signature to this Motion. Lalso certify that my client is aware of all court					
	dates and that he/she must be present at all court dates.					
	☐ The Defendant hereby requests discovery from the State of Tennessee of all					
	information subject to disclosure pursuant to Rule 16(a) of the Tennessee Rules of					
	Criminal Procedure. This scheduling order serves as written notice of said formal					
1907	demand. Agreeing to this provision does not preclude either party from serving					
	written discovery requests at a later time if the party deems it necessary.					
¥	e Sign Time to the second of t					
	Date Attorney for Defendant					
	章 2					
	a a a a a a a a a a a a a a a a a a a					

#### **ORDER**

Defendant's Motion in this cause is hereby approved by the Court. A plea of NOT GUILTY is entered for the Defendant.

Further, the Court hereby sets the following Scheduling Order:

100	Initia	I Discovery Deadline for the State (check one):
		All misdemeanors within 30 days of arraignment
		Class B, C, D and E felonies within 45 days of arraignment
		Class A felonies within 60 days of arraignment
	0	
		Review/Status Date:* Date:**
t.	Settle	ement Schedule
	Ó	The State will submit a written settlement offer to the defense at the time
		discovery materials are provided.
		The Defendant will provide a written response to the State's
		settlement offer within 30 days of receipt of the offer in the case of
		misdemeanors, 45 days in the case of B, C, and D felonies and 60 days in
	×	the case of A felonies.
	•	First/Status Review Date: (Approximately 60 days after arraignment in the
		case of misdemeanors. 90 days after arraignment in the case of B, C, D

and E felonies, and 120 days after arraignment in the case of A leionies
and the second of the second o
Plea Date (Next Available Motion Date)
If no plea agreement is entered on or before the plea date above, the case will be
docketed for trial, unless an amended scheduling order is filed and agreed to by the Court.
Local Criminal Rule 4 shall apply to all requests for continuance of trial.
Transportation Requests for Defendants in Custody:
Defense counsel has sole responsibility for notifying the Clerk's office of the location of a Defendant who is in custody, including specifically any changes in Defendant's location, and for timely requesting, through the Clerk's office, the issuance of appropriate transportation orders.  Defense counsel shall make all requests for transportation of Defendants in custody in
writing through the Circuit Clerk's office sufficiently in advance of all required court dates as
>×
follows:  (a) For Defendants in the custody of the County Sheriff, not less than 14 days
prior to the appearance date;
(b) For Defendants in the custody of the Tennessee Department of Corrections
not less than 45 days prior to the appearance date.
ENTER this day of 20
CIRCUIT COURT JUDGE
THE REPORT OF THE PARTY OF THE

<sup>\*</sup> The State and the Defendant may by agreement enter a negotiated plea agreement on any regularly scheduled motion date prior to this date.

#### CERTIFICATE OF SERVICE

barrier .		<b>4</b> 2	Secretary and the secretary an
	<u> </u>	ii p	
District Attorney	<i>f</i>	•	Defense Attorney/Defendan
this d	ay of	, 201	,

\*\*The State and the Defendant may, by agreement, enter a negotiated plea agreement on any regularlyscheduled motion date prior to date set for trial.

<sup>\*</sup> Absent exceptional circumstances, all misdemeanors should be set within 60 days of arraignment. Class B, C, D and E felonies should be set within 90 days of arraignment. Class A felonies should be set within 120 days of arraignment.

## **APPENDIX P**

### IN THE CIRCUIT COURT FOR WILLIAMSON COUNTY, TENNESSEE

### AT FRANKLIN STATE OF TENNESSEE No. \_\_\_\_\_ v. Defendant. TRANSPORTATION ORDER The sheriff of the above referenced county shall transport the defendant to the two referenced review dates in this order. They are the following: 1<sup>st</sup> Review: \_\_\_\_\_ Plea Date: \_\_\_\_\_ The defendant is currently housed at \_\_\_\_\_ TOMIS# Notice is hereby served on the Clerk of the court and the sheriff to comply with this said transportation order. ENTERED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_. **Circuit Court Judge** CLERK'S CERTIFICATE OF SERVICE

I hereby certify that	1 - 1	and/or omall to					
forwarded, via postage pre-	paid mail, and/or fax, Attorney for	Defendant, and	District	Attorney	General,	Kim	R.
Helper, Esq., on the	, 7 ttomby 101 day of	, 20	_•			•	

Circuit Court Clerk