2266/799 (1)

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED

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RICHARD R. HOOKER, CLERK

D.C.

PAMELA J. WRIGHT (QUILLEN),
Plaintiff,
vs.
DALE M. QUILLEN,
Defendant.

No. 91D-4249

BOOK 9867 PG 655

FINAL DECREE OF DIVORCE

This case came before the Court for trial on the Complaint for Divorce filed by the Plaintiff, Pamela J. Wright ("Ms. Wright"), and the Counter-Complaint for Divorce filed by the Defendant, Dale M. Quillen ("Mr. Quillen"), beginning July 6, 1993, and continuing through August 4, 1993. The parties submitted certain factual issues to the jury, which returned answers to seventy-seven (77) different questions. The Court entered a Memorandum Opinion on November 4, 1993, and a second Opinion on January 31, 1994, and instructed counsel for Ms. Wright to prepare a single order consistent with the Memorandum Opinion of November 4, 1993, and the Opinion of January 31, 1994. Based upon the testimony and evidence presented at trial, the arguments of counsel, the findings of fact by the jury, and the entire record in this case, and consistent with the Court's Memorandum Opinion, it is hereby

ORDERED that, pursuant to T.C.A. § 36-4-129, the parties are hereby declared absolutely divorced from each other, with each party hereby restored to all the rights and privileges of an unmarried person. It is further

ORDERED that Ms. Wright shall have sole custody of the parties' minor child, Christopher. It is further

ORDERED that Mr. Quillen shall be entitled to visitation with Christopher every other weekend from 5:00 p.m. Friday until 7:00 p.m. Sunday; each Wednesday evening from the time the child is released from school until 7:00 p.m.; every Father's Day from 8:00 a.m. until 7:00 p.m.; and on the father's birthday from 8:00 a.m.

until 7:00 p.m., subject to the child's school schedule, if any; the child's birthday, in odd numbered years, from 8:00 a.m. until 7:00 p.m., subject to the child's school schedule, and the day after the child's birthday in even numbered years on the same schedule, subject to the child's school schedule. It is further

ORDERED that in even numbered years, Mr. Quillen shall have visitation with Christopher for up to seven days during the child's spring break or Easter vacation, commencing ninety minutes after the child is released from school prior to his spring break or Easter vacation, and for up to one week (168 hours) thereafter, provided, however, that Mr. Quillen's visitation with Christopher shall terminate no later than 7:00 p.m. on the day prior to the commencement of school for the minor child following spring break or Easter vacation. It is further

ORDERED that, every summer, Mr. Quillen shall have visitation with Christopher commencing on the first Friday of June each year, at 6:00 p.m., and continuing for two weeks (336) hours (the Court recognizes that in some years this period of visitation will include times on the father's birthday, and sometimes will also include time on Father's Day). It is further

ORDERED that, every summer, Mr. Quillen shall have visitation with Christopher commencing on the last Friday of July at 6:00 p.m. and continuing for fourteen days (336 hours). It is further

ORDERED that Mr. Quillen shall have visitation with Christopher during the Thanksgiving holidays in odd numbered years, commencing at 6:00 p.m. on Wednesday prior to Thanksgiving and concluding at 7:00 p.m. on the Sunday after Thanksgiving. It is further

ORDERED that Mr. Quillen shall have visitation with Christopher during the Christmas holidays during even numbered years from a period of time commencing ninety (90) minutes after the child is excused from school on the last day of school prior to Christmas day, until 10:00 a.m. on December 25 (Christmas day). It is further

ORDERED that Mr. Quillen shall have visitation with Christopher during the Christmas holidays during odd numbered years from 10:00 a.m. on December 25 (Christmas day) until 7:00 p.m. on New Years' Day. It is further

ORDERED that, notwithstanding the foregoing, and superior to the rights of visitation to Mr. Quillen previously set forth, Ms. Wright shall have the opportunity to be with the child at the following times: from 8:00 a.m. until 7:00 p.m. on her birthday, subject to the child's school schedule, if any; and on the child's birthday, in even numbered years, from 8:00 a.m. until 7:00 p.m., subject to the child's school schedule, and on the day after the child's birthday in odd numbered years on the same schedule, subject to the child's school schedule. It is further

ORDERED that it is the intention of the Court that the parent having the opportunity to be with the child during the extended spring break would have the opportunity to spend time with the child during that entire period, despite the child's birthday. In such event, the party which does not enjoy time with the child during the extended time period will have the opportunity to celebrate the child's birthday on the day preceding the last day of school for the minor child prior to the spring break, from 8:00 a.m. until 7:00 p.m., subject to the child's school schedule. It is further

ORDERED that when the opportunity of a party to be with the child on a significant occasion is ordered herein (i.e., the birth date of the parents and child, the day after the child's birthday, Mother's Day, and Father's Day), if the following day is not a school day, the time at which the opportunity for the parent to be with the child ceases is extended from 7:00 p.m. until 9:00 p.m. It is further

ORDERED that in the event the parties mutually desire to deviate from the visitation schedule set forth above, each party shall sign a written statement concerning the deviation from the ordered visitation schedule, and each party shall retain a signed

copy of such statement, whether for a single visit, or for changes of a more lasting nature. It is further

ORDERED that Mr. Quillen shall pay child support for the support and maintenance of the parties' minor child in the amount of $1,950 per month. The Court specifically finds that Mr. Quillen's average income for the years 1987 through 1991 was $181,300 per year; and that his average income for the years 1981 through 1991, inclusive, was $157,700. The Court finds that Mr. Quillen's child support obligation should be based on an annual gross income of $165,000, or $13,750 per month. Based upon the holding of the Supreme Court of Tennessee in Nash v. Mulle, 846 S.W.2d 803, 805-806 (Tenn. 1993), the Court finds it is appropriate and consistent with the Tennessee Child Support guidelines for child support to be set at $1,950 per month. It is further

ORDERED that Ms. Wright shall continue to provide medical insurance for the parties' minor child, and the parties shall equally divide all medical, hospitalization, dental, optical, orthodontic, and psychological expenses incurred for the benefit of the minor child which are not covered by insurance. It is further

ORDERED that, during the period of the child's minority, the parties shall equally divide the reasonable tuition cost of the child attending private school. It is further

ORDERED that Ms. Wright shall be entitled to claim the child as a dependant for income tax purposes for all tax years except those years divisible by the number three (3), in which Mr. Quillen shall be entitled to claim the child as a dependant for income tax purposes. It is further

ORDERED that the following property is found to be the sole and separate property of Mr. Quillen: Dale M. Quillen, P.C.; household furnishings valued by the jury at $100,000; the Jefferson County farm, the Hamilton Road property and the West Tennessee property. It is further

ORDERED that the following property is found to be the sole and separate property of Ms. Wright: The Wright Travel Agency, Inc., and related businesses. It is further

ORDERED that Mr. Quillen shall be awarded the following marital property: the equity in the Moultrie Park property ($260,000); the furniture and appliances located at Moultrie Park acquired during the course of the marriage ($150,000); the Bank of Nashville stock ($7,000); the equity in the Southwest LBO and Tennessee Acquisition funds ($47,000); the Cracker Barrel stock previously sold by Mr. Quillen; the J.C. Bradford fund in the amount of $141,000; one-half of Ms. Wright's 401K plan ($15,000); one-half of Ms. Wright's IRA plan ($12,394); the account receivable from Kenneth Quillen in the amount of $30,000; and $500,000 to be paid to Mr. Quillen by Ms. Wright as set forth below, which sum represents 29.411765 percent of the increase in value of The Wright Travel Agency, Inc. and related businesses ($1,700,000) during the course of the parties' marriage. It is further

ORDERED that Mr. Quillen shall assume and be liable for the remaining debts owed against the Moultrie Park property, and the Southwest LBO and Tennessee Acquisition funds, and shall hold Ms. Wright harmless from the same. It is further

ORDERED that Ms. Wright shall be awarded the following marital property: the equity in the Belcaro Circle property ($15,000); the furniture in the Belcaro Circle property ($60,000); the equity in the Boca Raton Condominium, including the furniture and furnishings in the condominium ($226,000); jewelry ($15,000); the First American stock previously sold; one-half of her 401K plan ($15,000); one-half of her IRA ($12,394); the Fidelity Mutual Insurance policies ($0); the certificate of deposit in the name of The Wright Travel Agency, Inc.; and $1,200,000, which sum represents 70.588235 percent of the increase in the value of The Wright Travel Agency, Inc., and related businesses during the course of the marriage ($1,700,000). It is further

ORDERED that Ms. Wright shall assume and be liable for the remaining debts owed against the Belcaro Circle property, and the Boca Raton condominium (except as otherwise provided therein) and shall hold Mr. Quillen harmless from the same. It is further

ORDERED that Ms. Wright shall be allowed a period of 60 days from the date of entry of this Order in which to negotiate loans from which she may pay to Mr. Quillen the sum of $500,000, representing the equity in The Wright Travel Agency, Inc., to which the Court finds Mr. Quillen is entitled as a division of marital property. In the event Ms. Wright is unable to do so, the Court finds that inevitably an equitable division of the property of this marriage requires a division of the travel agency. It is further

ORDERED that the intention of this Court in making this division of property is to comply with the desires of Ms. Wright that Mr. Quillen not be involved in The Wright Travel Agency, Inc., and related businesses, and to allow a lump sum payment representing of Mr. Quillen's interest in the appreciation of the value of The Wright Travel Agency Inc., during the course of the marriage so as to provide for a less tumultuous future for each party. It is further

ORDERED that Ms. Wright shall pay permanent alimony to Mr. Quillen in the amount of $3,000 per month, said alimony to continue until Mr. Quillen's death or remarriage. It is further

ORDERED that each party shall pay his or her own attorneys fees incurred in this case. It is further

ORDERED for the reasons set forth in the Opinion of January 31, 1994, that Mr. Quillen's renewed motion again to be allowed to represent himself in this cause is denied. It is further

ORDERED that the tax debts of the parties shall be paid as follows:

A. Taxes, Penalties and Interest for Premarital Tax Debts.

Mr. Quillen shall be solely liable for the taxes, penalties and interest on the debts to the Internal Revenue Service which he might owe which arose prior to the date of the parties' marriage. Ms. Wright shall be solely liable for all tax debts, if any, including penalties and interest on those debts, which she might owe which arose prior to the date of the parties' marriage.

B. Actual Taxes for Marital Tax Debts.

The parties shall be jointly liable for the actual taxes owed to the Internal Revenue Service which arose during the term of the marriage through the date of the separation of the parties. Mr. Quillen shall be solely liable for the actual taxes, if any, which may be assessed on income from the law practice which was received after the date of the parties' separation. Ms. Wright shall be solely liable for the actual taxes, if any, which may be assessed on income from the travel agency which was received after the date of the parties' separation.

C. Penalties on Marital Tax Debts.

Any penalties which may be assessed concerning debts owed to the Internal Revenue Service and other taxing authorities are the sole obligation of the party against whom the tax obligation is assessed.

D. Tax Debts for Income from Sources Other than Law Practice and Travel Agency.

The parties shall be jointly liable for all taxes, penalties and interest, if any, due with respect to income from sources other than the law practice and/or the travel agency, which arose during the term of the marriage.

E. Interest on Marital Tax Debts.

The parties shall be jointly liable for interest, through the date of the parties' separation, on all tax debts which arose during the period of the marriage, including the debts allegedly owed for the 1985, 1986, 1987 and 1988 tax years. Any interest which accrues on these debts beyond the date of the separation of the parties shall be the sole obligation of the party against whom the debt may be assessed (i.e., Mr. Quillen shall be liable for debts which arose due to income from the law practice and Ms. Wright shall be liable for debts which arose due to income from the travel agency). It is further

ORDERED that Mr. Quillen shall be responsible for the payment of any late fees or interest occasioned by the late payment of debts related to the Florida condominium from November 4, 1993, through February 1, 1994, and that Mr. Quillen shall also be liable for all outstanding utilities owed related to the use of the condominium. It is further

ORDERED that Ms. Wright's request that the Court assess against Mr. Quillen the $30,500.00 which she advanced to Mr. Quillen for the payment of taxes during the pendency of this action is denied, in partial consideration for the increased equity in the marital estate allowed to Ms. Wright by the award to her of the Florida condominium. It is further

ORDERED that, for the purposes of this litigation, no assessment shall be made against Mr. Quillen for the $145,000 to $154,000 borrowed by Mr. Quillen from The Wright Travel Agency, Inc., during the course of the marriage, and that, for the purposes of this litigation, this debt should be considered a withdrawal from the corporation by Mr. Quillen. It is further

ORDERED that Mr. Quillen shall pay Ms. Wright the sum of Twelve Thousand Five Hundred and Seventy Six Dollars ($12,576.00). This award is intended to reimburse Ms. Wright for payments she made on the Moultrie Park residence which was awarded to Mr. Quillen by the Court. It is further

ORDERED Mr. Quillen shall be awarded the equity in the Southwest LBO fund and the Tennessee Acquisition Fund Capital Account. It is further

ORDERED that pending the complete resolution of all issues in this case and the disposition of all appeals, if any, from this Order, or until subsequently amended by further Court orders, whether this Court or a superior Court, the parties shall each be responsible for the payment of all debts associated with or secured by the property (including the Southwest LBO and Tennessee Acquisition Fund), whether real or personal, which is awarded to that party by this Order. In addition, child support payments and alimony payments should begin immediately. The parties shall also

keep accurate records as to further payments which they have made such that further equitable divisions may be made in the event superior Courts determine that all or portions of the orders of this Court should be modified, reversed or vacated. It is further

ORDERED that, upon entry of this Order, the parties shall be allowed to immediately exercise rights of ownership with respect to the property awarded to them by this Order, provided, however, that none of these assets may be wasted, sold or further encumbered until the orders in this case become final or the disposition of all appeals, if any, in this case. To the extent mismanagement or waste may occur with regard to specific property where the order of this Court may be subsequently modified, reversed, or vacated, this Court shall equitably consider those facts in the event a superior Court remands this cause to this Court for further consideration. Mr. Quillen's request for a temporary injunction preventing Ms. Wright from purchasing another condominium is denied. It is further

ORDERED that the gold and silver coins referenced on page 10 of the Memorandum Opinion dated November 4, 1994, shall be awarded to Mr. Quillen. It is further

ORDERED that the Court is unable to determine the nature of the Equity Security Investment which Mr. Quillen requests this Court to award to him. To the extent such reference is to an equity security investment made with separate funds of Mr. Quillen, this property shall be awarded to Mr. Quillen. It is further

ORDERED that each of the parties shall be liable for the payment of the various professional services for which they have contracted during the course of this case, except as otherwise provided herein. It is further

ORDERED that neither party shall be restrained from purchasing additional property, provided, however, that the assets subject to this lawsuit shall not be sold, encumbered, or wasted pending the finality of this case. It is further

ORDERED that the jury found that Ms. Wright mistreated Mr. Quillen by referring to him as "an old man". It is further

ORDERED that Ms. Wright shall continue providing Mr. Quillen with financial information concerning The Wright Travel Agency, Inc., until and unless Ms. Wright exercises her right pursuant to this Order to "buy out" Mr. Quillen's interest in The Wright Travel Agency, Inc., and related businesses through the payment to Mr. Quillen of a sum in the amount of $500,000.00. Until the date of the "buy out", Ms. Wright shall provide to Mr. Quillen all the information which Tennessee law requires a corporation to furnish a minority stockholder. After the date of the "buy out", if it occurs, Mr. Quillen shall not be entitled to any further information concerning the corporation and related businesses, except to the extent that other or further Court orders may modify the findings of this Court. In the event a "buy out" does not occur, Mr. Quillen shall be entitled to all rights of a minority shareholder at least until the sale of the corporation. It is further

ORDERED that Mr. Quillen's motion for an accounting and a share of the profits derived from The Wright Travel Agency, Inc., since the date of the separation of the parties is hereby denied, as these issues have previously been considered by the Court in determining an equitable division of the marital assets of the parties. With regard to Mr. Quillen's motion for travel benefits, he shall be entitled to such benefits only in the event Ms. Wright does not exercise her opportunity to "buy out" Mr. Quillen's interest in the corporation and related businesses. In this event, Mr. Quillen shall be entitled to a return of his travel privileges commencing on the 61st day after the entry of this Order, i.e., Mr. Quillen would be entitled to 30% of the travel privileges available to Ms. Wright through her interest in The Wright Travel Agency, Inc., and related businesses. It is further

ORDERED that the restraining order previously entered in this case prohibiting Ms. Wright from entering into a final contract on behalf of The Wright Travel Agency, Inc., with regard to the computer reservations system of the travel agency is hereby

dissolved, and Ms. Wright shall be entitled to negotiate this contract without the assistance of Mr. Quillen. It is further

ORDERED that, upon execution of a final contract regarding the computer reservations system, Ms. Wright shall disclose to Mr. Quillen the total and complete contract, including any and all oral or "side" agreements, as well as written agreements. This disclosure shall include, but not be limited to, agreements concerning consideration with regard to any other contracts, negotiations, or dealings between the parties separate and apart from the contract concerning the reservation system. It is further

ORDERED that Mr. Quillen's motion for additional findings of fact with regard to this case is hereby denied, the Court having determined the issues of fact which are necessary to the conclusion of this case. It is further

ORDERED that Mr. Quillen's renewed motion to disqualify the firm of Willis & Knight and William R. Willis, Jr., and Gregory D. Smith from further representation is denied. It is further

ORDERED that, for the reasons set forth in the January 31, 1994, Opinion, the case file in this case shall be unsealed 61 days after entry of this Order, provided, however, that after the 61st day, the exhibits containing trade secrets of the corporation and information subject to the privilege of the minor child shall remain sealed. It is further

ORDERED that the J.C. Bradford account in the amount of $141,000 shall be awarded to Mr. Quillen. It is further

ORDERED that, for a period of one year from the date of the entry of this Order, the parties may only communicate with each other by fax, limited to two transmissions per week of a single page each. The content of said fax transmissions shall deal only with the parties' minor child. Prior to sending a facsimile transmission, a call shall be made to the personal secretary of each of the parties, or other named individual provided to counsel for the opposing party, that a facsimile transmission will be commenced. It is further

ORDERED that Ms. Wright shall be awarded a judgment against Mr. Quillen in the amount of $5,000.00 for Mr. Quillen's violation of Rule 11 of the Tennessee Rules of Civil Procedure, in that Mr. Quillen has filed a large number of repetitive and unnecessary motions that have required the Court on repeated occasions to consider the same issues based on similar if not identical facts where the law governing such circumstances has not changed. It is further

ORDERED that Ms. Wright shall not be subjected to further sanctions for her answers to interrogatories concerning Augustino Abora, which this Court has previously found to be apparently intentionally misleading. It is further

ORDERED that all post trial motions in this case, including motions to alter or amend the judgment or motions for a new trial, shall be heard at 10:00 a.m., March 14, 1994. It is further

ORDERED that Mr. Flanagan's motion to withdraw is denied, provided, however, that the Court will not require the presence of Mr. Flanagan at the March 14, 1994, hearing in the event Mr. Richardson Lynn, Mr. Flanagan and Mr. Quillen determine that Mr. Flanagan need not be present at the hearing. It is further

ORDERED that the costs of this case shall be equally divided between the parties. It is further

ORDERED that the Memorandum Opinion of the Court dated November 4, 1993, and the Opinion dated January 31, 1994, are hereby incorporated into this Order, and shall become part of the record in this cause, except for the fourth full sentence on Page 11 of the Opinion dated January 31, 1994, which is hereby stricken.

It is so **ORDERED**.

Entered this 7th day of February, 1994.

Chancellor Robert E. Corlew, III

APPROVED FOR ENTRY:

Michael J. Flanagan

Michael J. Flanagan, #9445
Attorney for Defendant
95 White Bridge Road, Suite 208
Nashville, TN 37205
(615)356-1580

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been mailed to Mr. William R. Willis, Jr., Willis & Knight, 215 Second Avenue No., Nashville, Tennessee 37201, and Gregory D. Smith, Willis & Knight, 215 Second Avenue No., Nashville, TN 37201, this 7th day of February, 1994.

Michael J. Flanagan

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IDENTIFICATION REFERENCE

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FELIX A. LANCASTER, JR.
DAVIDSON COUNTY, TN.

PICK-UP

STATE OF TENNESSEE

I, **RICHARD R. ROOKER**, Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the FOURTH Circuit Court for Davidson County, Tennessee, on the 08 day of FEBRUARY , 19 94 , in the Case Number 91D4249 between QUILLEN, PAMELA WRIGHT Plaintiff, and QUILLEN, DALE M. Defendant, as same remains of record in Book 226B , Page 799 of the Minutes of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 22 day of NOVEMBER in the year one thousand nine hundred and ninety-five and in the 220th year of American Independence.

RICHARD R. ROOKER, Clerk,

By Jerry Campion
Deputy Clerk

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECORDED