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IN THE EIGHTH CIRCUIT COURT OF DAVIDSON COUNTY
AT NASHVILLE, TENNESSEE

FILED
2009 JAN 30 PM 1:53

D.C.

TERESA SUE QUILLEN)
)
Plaintiff/Wife,)
)
v.)
)
THOMAS ALLEN QUILLEN, SR.)
)
Defendant/Husband)

No. 08 D 209
Notice of Entr
Requested

BILL GARRETT, Davidson County
Trans:T20090035514 DEEDDIV
Recvd: 05/29/09 13:59 10 pgs
Fees:52.00 Taxes:0.00
20090529-0049572

ORDER

This cause came to be heard on the 15th day of December 2008 before the Honorable Judge Carol Soloman on the Complaint for Legal Separation filed by the Wife on January 23rd, 2008. This Court finds that the Husband was personally served with process on February 9th, 2008. The Husband failed to file an answer or appear before the Court in any manner. A default judgment was entered against him on April 22nd, 2008.

Appearing before the Court is the Plaintiff/Wife, Teresa Sue Quillen, and her two witnesses, who under oath have provided sufficient evidence to show this Court that the Wife is entitled to a legal separation on the grounds of inappropriate marital conduct. Also appearing before the Court is the Husband, Thomas Allen Quillen, Sr.

The Court finds that the parties have one child, Matthew Quillen, date of birth October 22, 1990. Since the filing of the Complaint for Legal Separation, the parties' child has reached the age of majority.

The Court finds that the Husband owes $10,767.11 (ten thousand seven hundred sixty-seven dollars and eleven cents) in back child support Testimony from the Husband and the Wife reflects that the Husband has paid $2,100 (two thousand one hundred dollars) in child support, which is deducted from the arrearage amount, making the total amount owed $8,667.11 (eight thousand six hundred sixty-seven dollars and eleven cents). The child support arrearage worksheet is attached as **Exhibit A.**

The Court finds that this is a long term marriage and there is a disparity in the income of the parties. The issue of alimony is specifically reserved should the parties later be divorced. However, the Husband shall provide health insurance for the Wife, which shall be deemed spousal support. Specifically, if for whatever reason the Husband

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loses his health insurance benefits, the Husband shall assure that there is no lapse and provide Wife notice of comparable insurance. If Husband fails to do so, Husband will be required to pay Wife's insurance premium and all uncovered medical expenses. This provision is necessary for the support and maintenance of Wife and is not subject to bankruptcy. Should this separation end in divorce, the issue of providing the Wife health insurance is specifically reserved.

The Court finds that the Husband has a retirement benefit with Metro Development and Housing Authority, the funds of which have since been removed. On July 14th, 2008, the value was $59,346.15 (fifty-nine thousand three hundred forty-six dollars and fifteen cents). A letter from the Metropolitan Development and Housing Agency is attached as **Exhibit B.** Federal income taxes in the amount of $11,869.23 (eleven thousand eight hundred sixty-nine dollars and twenty-three cents) were taken out of this amount. The total payout to Husband was $47,476.92 (forty-seven thousand four hundred seventy-six dollars and ninety-two cents). The Wife is awarded a judgment equal to 50% (fifty percent) of the account's value prior to the Husband removing the funds, an amount of $29,673 (twenty-nine thousand six hundred seventy-three dollars).

The Court finds that the parties have an ownership in real property located at 1019 Pennock Avenue, Nashville, Tennessee 37027 that has an equity value of approximately $27,000 (twenty seven thousand dollars). The Wife is awarded a judgment equal to 50% (fifty percent) of the equity, an amount of $13,500 (thirteen thousand five hundred dollars). The Husband shall remove the Wife's name from the mortgage or refinance within 12 (twelve) months from the date of the entry of this order. The Husband shall assume the entire remaining indebtedness and hold the Wife harmless for any obligations she would have to pay this debt through contract or as a result of the marital relationship of the parties.

The Court finds that the parties have the following vehicles: a Ford pick-up truck titled to the Husband; a Montero SUV titled in both parties' names; and a 1993 Econoline Van titled to the Wife. The Wife knows that the Montero has an indebtedness of approximately $3,000 with American General. She has no knowledge of any other vehicle debt. The Husband shall be awarded the Ford truck and the Montero SUV and all indebtedness related thereto, and shall hold the Wife harmless on this debt. The Husband

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shall remove the Wife's name from the Montero debt or refinance within 12 (twelve) months from the date of the entry of this order. The Wife is awarded the 1993 Econoline Van free and clear from any claims of the Husband.

Both parties have health issues and both parties have acquired debt for medical expenses. Each party shall be solely responsible for the debts in their own names.

The Court finds that the Wife's attorney fees total $2,101.40 (two thousand one hundred one dollars and forty cents), according to the Affidavit of Attorney's Fees which was filed in the clerk's office on December 22nd, 2008. Since the filing of the Affidavit of Attorney's Fees additional fees have been incurred, in the additional amount of $493.65. The total amount of attorney's fees and expenses incurred is $2,595.05. An Amended Affidavit of Attorney's Fees has been filed reflecting this amount.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Wife is granted a legal separation on the grounds of inappropriate marital conduct. The parties remain legally married. This order provides for a division of the marital estate in which the assets have been divided and the liabilities have been attributed. The issue of alimony has been specifically reserved. However, any property acquired from this day forward will be the sole and separate asset of said individual. Any debt acquired in the separate name of a party will be that party's sole and separate obligation.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Wife is awarded a judgment of $8,667.11 (eight thousand six hundred sixty-seven dollars and eleven cents) in back child support.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Husband is required to provide the Wife with health insurance, and if the Husband should lose his health insurance benefits, he shall assure that there is no lapse and provide Wife notice of comparable insurance. If the Husband fails to do so, he is required to pay the Wife's insurance premium and all uncovered medical expenses. This is necessary for the support and maintenance of the Wife and is not subject to bankruptcy.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Wife is awarded a judgment of $29,673 (twenty-nine thousand six hundred seventy-three dollars) for her share of the Husband's retirement benefits.

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IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Wife is awarded a judgment of $13,500 (thirteen thousand five hundred dollars) for her share of the equity in the marital residence located at 1019 Pennock Avenue, Nashville, Tennessee 37027, for which execution may issue.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the marital residence located at 1019 Pennock Avenue, Nashville, Tennessee 37027 shall be awarded to the Husband. The Husband will be solely responsible for any remaining indebtedness and shall hold the Wife harmless for any obligations she may have to pay this debt. The Husband shall remove the Wife's name from the mortgage or refinance within 12 (twelve) months.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Wife is awarded the 1993 Econoline Van and all personal property in her possession as set forth above. The Husband is awarded the Ford truck and the Montero SUV and all indebtedness there from. All debts that the parties hold in their separate names shall be their sole and separate debt.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Wife is awarded a judgment in the amount of 2595.00 for attorney fees for which execution may issue.

The costs of this cause are taxed to the Husband.

It is so ordered.

ENTERED THIS THE 30th DAY OF JANUARY, 2009.

JUDGE CAROL SOLOMAN

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APPROVED FOR ENTRY:

Connie Reguli #16867
Kia McClain #26464
Attorneys for Teresa Quillen
LawCare- Family Law Center, P.C.
1620 Westgate Circle
Suite 150
Brentwood, TN 37027
615-661-0122
615-661-0197 FAX

CERTIFICATE OF SERVICE

I, Connie Reguli/Kia McClain, do hereby certify that a true and exact copy of the foregoing document has been mailed and/or faxed on this the 22nd day of January 2009 to:

Thomas Allen Quillen, SR
1019 Pennock Avenue
Nashville, TN 37207

Connie Reguli/Kia McClain

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FILED

Case and Order Information

Obligee Name: Teresa Sue Quillen

Obligor Name: Thomas Allen Quillen, Sr.

Order Number:

Children	D.O.B.
Matthew Ryan Quillen	10/22/1990

Interest Rate: 9%

Note: If interest rate is other than 9%, enter new interest rate. If obligor was in military, enter dates of service to the right. Do not change the interest rate above to 6% for military service periods. The program will automatically calculate at 6% during those periods.

Military Service Periods (Charge 6% interest)

From	To

Support Termination Dates

Child	10/22/2008	Wednesday
Medical		
Spousal		
Other		

(If child support has been modified, enter each ordered change - beginning with the oldest order information first)

Iss. Date: 1/1/2008 First Pmt Due: 1/1/2008 Tuesday

Current Support Obligations	Amount	Freq.	Variable Support Terms (i.g. Extended visitation) (Repeats each year) Amount	From (mm/dd)	To (mm/dd)	Arrearage Obligations as of: 1/1/2008 Support Amt	Interest Amt
Child	$930.00	Monthly				$930.00	
Medical							
Spousal							
Other							

Iss. Date: First Pmt Due:

Current Support Obligations	Amount	Freq.	Variable Support Terms (i.g. Extended visitation) (Repeats each year) Amount	From (mm/dd)	To (mm/dd)	Arrearage Obligations as of: Support Amt	Interest Amt
Child							
Medical							
Spousal							
Other							

Iss. Date: First Pmt Due:

Current Support Obligations	Amount	Freq.	Variable Support Terms (i.g. Extended visitation) (Repeats each year) Amount	From (mm/dd)	To (mm/dd)	Arrearage Obligations as of: Support Amt	Interest Amt
Child							
Medical							
Spousal							
Other							

Iss. Date: First Pmt Due:

Current Support Obligations	Amount	Freq.	Variable Support Terms (i.g. Extended visitation) (Repeats each year) Amount	From (mm/dd)	To (mm/dd)	Arrearage Obligations as of: Support Amt	Interest Amt
Child							
Medical							
Spousal							
Other							

Exhibit A - Child Support Arrearage

Child Support Interest Calculations

Obligee Name: Teresa Sue Quillen

Obligor Name: Thomas Allen Quillen, Sr.

Order Number:

Children	D.O.B.
Matthew Ryan Qu	10/22/1990

Total Child Supp. Due:	$10,230.00	(Including prior ordered arrearage)
Total Interest Due:	537.11	(Including prior ordered interest)
Total Payments Made:	$10,767.11	

Total Child Supp. Due:	10,230.00	Total Interest Due:	$537.11
Pmts towards Child Supp:		Pmts towards Interest::	
Total Bal. of Unpaid Supp:	$10,230.00	Total Bal. of Interest:	$537.11

Calculations completed thru last day of Prior Month: 12/31/2008

Mo/ Year	# of Pmts Due	Tot. Supp. Due each Month	Payments		Unpaid Support for Current Month	Cum. Total Unpaid Support	Excess Payments after Cur. Month (Includes Prior Months Excess Pmts)	Unpaid Arrearage (Includes child support arrearage from prior arrearage order)	Cum. Tot. Unpaid Supp. PLUS Arrearage	Interest Applicable Balance (Cum. Tot. Unpaid Supp PLUS Arrearge LESS Unpaid Support for Cur. Month)	Excess Obligor Payments after Arrearage	Interest Charge per Month	Cum. Total Interest (Includes Interest from Arrearage Order)	Excess Obligor Payments after Interest	Refunds
			Obligor Payments	Federal Tax				930.00							
Jan-08	1	930.00			930.00	930.00		930.00	1,860.00	930.00		6.98	6.98		
Feb-08	1	930.00			930.00	1,860.00		930.00	2,790.00	1,860.00		13.95	20.93		
Mar-08	1	930.00			930.00	2,790.00		930.00	3,720.00	2,790.00		20.93	41.86		
Apr-08	1	930.00			930.00	3,720.00		930.00	4,650.00	3,720.00		27.90	69.76		
May-08	1	930.00			930.00	4,650.00		930.00	5,580.00	4,650.00		34.88	104.64		
Jun-08	1	930.00			930.00	5,580.00		930.00	6,510.00	5,580.00		41.85	146.49		
Jul-08	1	930.00			930.00	6,510.00		930.00	7,440.00	6,510.00		48.83	195.32		
Aug-08	1	930.00			930.00	7,440.00		930.00	8,370.00	7,440.00		55.80	251.12		
Sep-08	1	930.00			930.00	8,370.00		930.00	9,300.00	8,370.00		62.78	313.90		
Oct-08	1	930.00			930.00	9,300.00		930.00	10,230.00	9,300.00		69.75	383.65		
Nov-08						9,300.00		930.00	10,230.00	10,230.00		76.73	460.38		
Dec-08						9,300.00		930.00	10,230.00	10,230.00		76.73	537.11		

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Metropolitan Development and Housing Agency

701 SOUTH SIXTH STREET * NASHVILLE, TENNESSEE * TELEPHONE (615) 252-8400
MAILING ADDRESS: P.O. BOX 846 NASHVILLE, TENNESSEE 37202
TELEPHONE DEVICE FOR THE DEAF (615) 252-8599

2009 JAN 30 PM 1:54

January 14, 2009

Kia McClain
LawCare-Family Law Center, P.C.
1620 Westgate Circle, Suite 150
Brentwood, TN 37027

Dear Ms. McClain:

This is in response to your subpoena to provide information regarding Mr. Thomas Allen Quillen, Sr. You specifically requested information concerning Mr. Quillen's retirement funds. I contacted Vanguard, the company that handles this agency's retirement program, and was provided the information below.

1. You requested the status of retirement funds available to Mr. Quillen as of September 1, 2004. Vanguard states that as of that day, Mr. Quillen had $34,744.28. (see attached e-mail from Vanguard)
2. You requested the status of retirement funds available to Mr. Quillen as of December 15, 2008. However, Mr. Quillen had no funds remaining in his retirement account on December 15, 2008.
3. You requested the history of withdrawals from Mr. Quillen's account from September 1, 2004 until now. There has only been one withdrawal. On July 14, 2008, Mr. Quillen withdrew all of the money from his retirement account. In his account as of that day, there was $59,346.15. $11,869.23 was withheld for income tax. A check for $47,476.92 was issued to Mr. Quillen. (see attached)

Additionally, in our phone conversation, you asked about the availability of health insurance for the Quillens through COBRA. Please see the attachment which shows that Thomas, Teresa, and Matthew Quillen are all covered under this agency's health insurance through Blue Cross Blue Shield. Each month beginning July, 2008, Mr. Quillen has sent a check to ADP, who handles our COBRA, for $1,018.43, which is the cost of the agency's family coverage, including a 2% administrative fee.

I believe this answers all of your questions, but please call me at 252-8551 if there are further questions.

Also, this is to confirm our phone conversation in which you stated that by providing this information to you, that it will be unnecessary for me to appear at the court hearing scheduled for January 15, 2009.

Sincerely,

Steve Adams
Assistant Director for Human Resources

Exhibit B - Letter from MDHA

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CERTIFICATE OF SERVICE

DOCKET NO. 08D209

Pursuant to Rule 58(3) of the Tennessee rules of Civil Procedure, I hereby certify I have mailed a copy of the foregoing Judgment to the parties/counsel listed below, on this 4TH day of FEBRUARY, 2009.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____

Deputy Clerk

CONNIE REGULI, ATTORNEY
LAWCARE-FAMLY LAW CENTER
1620 WESTGATE CIRCLE, SUITE 150
BRENTWOOD, TN 37027

KIA MCCLAIN, ATTORNEY
LAWCARE-FAMLY LAW CENTER
1620 WESTGATE CIRCLE, SUITE 150
BRENTWOOD, TN 37027

THOMAS ALLEN QUILLEN, SR.
1019 PENNOCK AVE.
NASHVILLE, TN 37207

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 EIGHTH Circuit Court for Davidson County, Tennessee, on the 30 day of JANUARY , 2009 , in the Case Number 08D209 between QUILLEN, TERESA SUE Plaintiff, and QUILLEN, THOMAS ALLEN SR Defendant, as same remains of record in the Minutes of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 24 day of FEBRUARY in the year two thousand nine and in the 232nd year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

