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

FILED
2010 JUL -9 PM 2:08
RICHARD R. ROOKER, CLERK
D.C.

ELIZABETH EARTHMAN COONEY,	)	
	)	
Plaintiff/Wife,	)	
	)	
VS.	)	**DOCKET # 09D-687**
	)	
THOMAS ROBERT COONEY,	)	
	)	
Defendant/Husband.	)	

BILL GARRETT, Davidson County
Trans:T20100050103 DEEDDIV
Recvd: 08/12/10 14:03 30 pgs
Fees:152.00 Taxes:0.00
20100812-0063837

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 21st day of June, 2010, before the Honorable Carol Soloman, Judge of the Eighth Circuit Court for Davidson County, Tennessee, upon the Complaint for Divorce filed by Elizabeth Earthman Cooney (hereinafter "Wife"); upon this Honorable Court's Order for Default Judgment against Thomas Robert Cooney (hereinafter "Husband") issued on December 18, 2009; and upon the testimony of the Wife, her witnesses, and the statements of counsel for Wife, from all of which the Court affirmatively found that the allegations of Wife's Complaint are sustained by the proof in that there exist such irreconcilable differences between the parties and that Husband is guilty of inappropriate marital conduct as would entitle Wife to an absolute divorce. The Court found that Wife should be restored to her maiden name of Elizabeth Earthman Cooney.

The Court found that Wife should be awarded all right, title, and interest in the residence located at 4324 Beekman Drive, Nashville, TN 37215. The Court found that Wife should refinance the mortgage on the property into her own name within two (2) months of the entry of this Final Decree. The Court found that the residence was financed by Wife, with contributions from Wife's mother. The Court found that the only possible marital share of Husband in the equity in the residence is $207,174.50. However, the Court found that the expenses owed by Husband to Wife, due to Husband's refusal to contribute, should be deducted from Husband's share of the equity. The Court found that those deductions totaled $187,380.57. Therefore, the

Copy

Court found that Husband's remaining share of the equity is $30,156.31. The Court found that Wife should pay the amount of $30,156.31 when she refinances or when she sells the residence, if she elects to do so. The Court found that Husband should have a lien against the residence in the amount of $30,156.31 until Wife pays him that amount.

The Court found that Wife should be awarded the household goods and furnishings in the residence free and clear of any claim by Husband, with the exception of the items on the list previously agreed to by Wife, which are awarded to Husband. Husband may, upon making prior arrangements with Wife, retrieve the items on said list on July 6 and 7, 2010, between the hours of 10:00 a.m. and 5:00 p.m. on each of the two days. Wife may pack Husband's items and move them into the garage for his removal. Wife may have witnesses present and may videotape Husband's retrieval of his items. Any items that Husband does not remove by 5:00 p.m. on July 7, 2010, then become the property of Wife and Wife may dispose of the items as she so chooses.

The Court found that Wife should be awarded her 2004 Toyota 4Runner automobile free and clear of any claims by Husband. Wife shall be responsible for any and all expenses and indebtedness against the vehicle and Husband is held harmless and indemnified.

The Court found that Husband should be awarded his 2003 Toyota Avalon automobile free and clear of any claims by Wife. Husband shall be responsible for all expenses and indebtedness against the vehicle and Wife is held harmless and indemnified.

The Court found that Wife should be awarded all bank accounts in her sole name or in her name jointly with her children, Georgia Beasley and Rob Beasley, free and clear of any claims by Husband.

The Court found that Husband should be awarded all bank accounts in his sole name, free and clear of any claims by Wife.

The Court found that Wife should be awarded all shares of stock, including those contained in her membership in the Natchez Trace Investment Club, free and clear of any claims by Husband.

Copy

The Court found that Husband should be awarded all stocks and bonds currently held in his sole name, free and clear of any claims by Wife.

The Court found that Wife should be awarded all right, title, and interest in and to her S Corporation, Shady Valley Nursery, Inc.

The Court found that Wife should be awarded each and every money market, investment, pension, and retirement account in her sole name, free and clear of any claims by Husband.

The Court found that Husband should be awarded each and every investment, pension, and retirement account in his sole name, free and clear of any claims by Wife.

The Court found that Wife should be awarded each and every life insurance policy currently owned by her, free and clear of any claims by Husband.

The Court found that Husband should be awarded each and every life insurance policy currently owned by him, free and clear of any claims by Wife.

The Court found that Wife should be awarded the AAA membership free and clear of any claim by Husband, and that she should be permitted to remove Husband's name from said membership.

The Court found that Wife should be awarded the YMCA membership free and clear of any claim by Husband, and that she should be permitted to remove Husband's name from said membership.

The Court found that Husband should be ordered to pay Wife's attorney's fees in the amount of $5,000.00.

The Court found that Wife should be solely liable for any and all debts in her sole name, including credit cards, and that Husband should be held harmless and indemnified thereon.

The Court found that Husband should be solely liable for any and all debts in his sole name, including credit cards and student loans, and that Wife should be held harmless and indemnified thereon.

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The Court found that each party should be solely and separately responsible for paying all debts heretofore contracted for or incurred by him or her and that each party should hold the other party harmless from any liability for such debts.

The Court found that each party should be responsible for his or her own health, dental, and vision insurance coverage. Any uncovered medical costs incurred by each party individually should be the sole responsibility of that party.

The Court found that each party should be solely responsible for any tax liability that is discovered to be due by either of them.

The Court found that Husband should be responsible for the payment of his own attorney's fees.

The Court found that all court costs in this matter should be taxed against Husband, for which execution may issue, if necessary.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that Wife is hereby granted an absolute divorce from Husband on the grounds of Inappropriate Marital Conduct and Irreconcilable Differences, that she is restored to all the rights and privileges of an unmarried person, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Wife is restored to her maiden name of Elizabeth Warfield Earthman.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Wife is hereby awarded all right, title and interest in and to the residence located at 4324 Beekman Drive, Nashville, TN 37215, free and clear of any claims by Husband. Husband is divested of all right, title and interest in and to said residence. The Warranty Deed is attached hereto as Exhibit "A." The property is further described as follows:

> "LAND in Davidson County, Tennessee, being Lot No. 6 on the Plan of Chickering Hills, Section One, of record in Book 2331, page 8,

Copy

Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description of said lot.

BEING the same property conveyed to Juris Vasilevskis by deed from Continental Development and Construction, Inc., of record in Book 8750, page 313, Register's Office for Davidson County, Tennessee. Pamela J. Vasilevskis, spouse of Juris Vasilevskis joined in this conveyance to relinquish any and all marital interest in the property.

BEING the same property conveyed to Thomas R. Cooney and wife, Elizabeth E. Cooney, by deed from Juris Vasilevskis and wife, Pamela J. Vasilevskis, of record by Instrument No. 20021119-0143283, Register's Office for Davidson County, Tennessee."

Wife shall refinance the mortgage into her individual name within two (2) months after the entry of the Final Decree of Divorce. Husband's possible share in the equity in the residence is $207,174.50. However, Husband's share of the expenses owed by Husband to Wife, due to Husband's refusal to contribute, as set out on the list of deductions attached hereto as Exhibit "B," should be deducted from Husband's share of the equity. Those deductions totaled $187,380.57. Therefore, Husband's remaining share of the equity is $30,156.31. Wife shall pay the amount of $30,156.31 to Husband when she refinances, or when she sells the residence if she elects to do so. Husband shall have a lien against the residence in the amount of $30,156.31 until Wife pays him that amount.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Wife is hereby awarded the household goods and furnishings in the residence free and clear of any claim by Husband, with the exception of the items on the list attached hereto as Exhibit "C" and incorporated herein by reference, which are awarded to Husband. Husband may, upon making prior arrangements with Wife, retrieve the items on said list on July 6 and 7, 2010, between the hours of 10:00 a.m. and 5:00 p.m. on each of the two days. Wife may pack Husband's items and move them into the garage for his removal. Wife may have witnesses present and may videotape Husband's retrieval of his items. Any items that Husband does not remove by 5:00 p.m. on July 7, 2010, shall then become the property of Wife and Wife may dispose of the items as she so chooses.

Copy

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Wife is awarded her 2004 Toyota 4Runner automobile free and clear of any claims by Husband. Wife shall be responsible for any and all expenses and indebtedness against the vehicle and Husband is held harmless and indemnified.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Husband is awarded the 2003 Toyota Avalon automobile free and clear of any claims by Wife. Husband shall be responsible for all expenses and indebtedness against the vehicle and Wife is held harmless and indemnified.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Wife is awarded all bank accounts in her sole name and all bank accounts in her name jointly with her children, Georgia Beasley and Rob Beasley, free and clear of any claims by Husband.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Husband is awarded all bank accounts in his sole name, free and clear of any claims by Wife.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Wife is awarded all shares of stock in her name, including those contained in her membership in the Natchez Trace Investment Club, free and clear of any claims by Husband.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Husband is awarded all stocks and bonds currently held in his sole name, free and clear of any claims by Wife.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Wife is awarded all right, title, and interest in and to her S Corporation, Shady Valley Nursery, Inc.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Wife is awarded each and every money market, investment, pension, and retirement account in her sole name, free and clear of any claims by Husband.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Husband is awarded each and every investment, pension, and retirement account in his sole name, free and clear of any claims by Wife.

Copy

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Wife is awarded each and every life insurance policy currently owned by her, free and clear of any claims by Husband.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Husband is awarded each and every life insurance policy currently owned by him, free and clear of any claims by Wife.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Wife is awarded the AAA membership free and clear of any claim by Husband, and that she be permitted to remove Husband's name from said membership.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Wife is awarded the YMCA membership free and clear of any claim by Husband, and that she be permitted to remove Husband's name from said membership.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Husband shall pay Wife's attorney's fees in the amount of $5,000.00, as shown on the Affidavit of Fees and Supplemented Affidavit of Fees which are collectively attached hereto as Exhibit "D."

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Wife shall be solely liable for any and all debts in her sole name, including credit cards, and that Husband shall be held harmless and indemnified thereon.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Husband shall be solely liable for any and all debts in his sole name, including credit cards and student loans, and that Wife shall be held harmless and indemnified thereon.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by him or her and that each party shall hold the other party harmless from any liability for such debts.

Copy

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall be responsible for his or her own health, dental, and vision insurance coverage. Any uncovered medical costs incurred by each party individually shall be the sole responsibility of that party.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that if in connection with any joint tax returns previously filed, there is a deficiency assessment, the amount ultimately determined to be due shall be born by the party found to be responsible for the deficiency, or additional taxes owed, together with interest and penalties assessed, that each party shall indemnify and hold harmless the other party from any other liability, assessment, deficiency, and other costs, including but not limited to attorney's fees, accountant fees, arising by reason of the spouse's failure to pay taxes or accurately report same. Each of the parties shall hold the other harmless from any and all financial responsibility to the federal or state taxing authorities for later imposed tax payments, deficiencies, penalties or interests and/or costs related to amendments to the parties' joint tax returns, which may arise from any understatement of income, over statement of deductions and/or tax credits, loss carryovers, tax shelters, or any other reason relating to income received by or assets controlled by the responsible spouse. Any costs or fees necessary to defend any deficiency, penalty, or interest claim or any other taxing authority claims with respect to the joint tax returns shall be assumed and paid by the responsible party.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Husband shall be responsible for the payment of his own attorney's fees.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all court costs in this matter shall be taxed against Husband, for which execution may issue, if necessary.

IT IS FINALLY ORDERED, ADJUDGED and DECREED that execution may issue to enforce any of the provisions of this Final Decree.

Copy

ENTERED this the 9th day of July, 2010.

CAROL SOLOMAN, JUDGE

APPROVED FOR ENTRY:

Marlene Eskind Moses, BPR# 9234
Marissa Moses Russ, BPR# 24625
Attorneys for Elizabeth Earthman Cooney
MOSES & TOWNSEND, PLLC
101 Church Street, Suite 500
Nashville, Tennessee 37201
(615) 242-2521

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed, postage prepaid, to W.H. (Steve) Stephenson, II, Attorney for Thomas Robert Cooney, 2400 Crestmoor Road, Nashville, TN 37215, on this the 15 day of July, 2010.

MARLENE ESKIND MOSES

Copy

FEB-20-1996 20:17 P.02/03

Return To: File Box 9B
First Title & Escrow #19568

THIS INSTRUMENT WAS PREPARED BY
Bankers Title & Escrow Corp.
3310 West End Avenue, Suite 410
Nashville, Tennessee 37203

Davidson County DEEDMRR
Recvd: 11/19/02 10:46 2pgs
Fees:13.00 Taxes:1813.00
[redacted]
20021119-0143283

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER
IS GREATER, FOR THIS TRANSFER IS $ 360,000.00
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME THIS 12th DAY OF November 2002
Notary Public
MY COMMISSION EXPIRES: (AFFIX SEAL)

FILED
2002 NOV 19 PM 2:08
P. CLERK

NOTARY PUBLIC AT LARGE DAVIDSON COUNTY
My Commission Expires NOV. 29, 2003

WARRANTY DEED

ADDRESS NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Thomas R. Cooney (NAME)	Capital Bank & Trust Company (NAME)	130-15-11
4324 Beekman Drive (ADDRESS)	1820 West End Avenue (ADDRESS)	
Nashville, Tennessee 37215 (CITY) (STATE) (ZIP)	Nashville, Tennessee 37203 (CITY) (STATE) (ZIP)	

FOR AND CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, Juris Vasilevskis and wife, Pamela J. Vasilevskis

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO Thomas R. Cooney and wife, Elizabeth E. Cooney

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN Davidson COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

LAND in Davidson County, Tennessee, being Lot No. 6 on the Plan of Chickering Hills, Section One, of record in Book 2331, page 8, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description of said lot.

BEING the same property conveyed to Juris Vasilevskis by deed from Continental Development and Construction, Inc., of record in Book 8750, page 313, Register's Office for Davidson County, Tennessee.

Pamela J. Vasilevskis, spouse of Juris Vasilevskis joins in this conveyance to relinquish any and all marital interest in the property.

unimproved ( )
This is improved ( ) property, known as 4324 Beekman Drive, Nashville, Tennessee 37215
(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unincumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our my hand & this 12th day of November, 2002

Juris Vasilevskis

Pamela J. Vasilevskis

EXHIBIT A
ALL-STATE LEGAL®

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Juris Vasilevskis and wife, Pamela J. Vasilevskis

the bargainor 2, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the within instrument for the purposes therein contained. Witness my hand and official seal at Nashville, Tennessee, this 12th day of November, 1995.

Commission expires 5-17-98

Notary Public

STATE OF TENNESSEE
COUNTY OF

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon _____ oath(s) acknowledged _____ to be the _____ and _____ respectively of the _____ the within named bargainor, and corporation, and that _____ as such _____ and _____ being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing the name of the corporation, by the said _____ as such _____, and attesting the same by the said _____ as such _____.

Witness my hand and official seal at office at _____ on this the _____ day of _____.

My commission expires _____

_____
Notary Public

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

FILED
2010 JUL -9 PM 2:08
RICHARD R. ROOKER, CLERK
D.C.

ELIZABETH EARTHMAN COONEY,	)	
	)	
Plaintiff/Wife,	)	
	)	
VS.	)	**DOCKET # 09D-687**
	)	
THOMAS ROBERT COONEY,	)	
	)	
Defendant/Husband.	)	

LIST OF DEDUCTIONS FROM HUSBAND'S PORTION OF EQUITY IN MARITAL RESIDENCE

House equity = (Tom's ½)	**$207,174.50**
Deductions	
One-half of loan from Mrs. Cooney's mother to help pay bills until their income improved	**$125,000.00**
Award for Attorney's Fees (Court Order entered 02/23/2010)	**$9,192.83**
Award of one-half of household expenses and Andy Johnson's repair bills for house from May 2009 through present (Court Order entered 11/23/2009)	**$10,732.76**

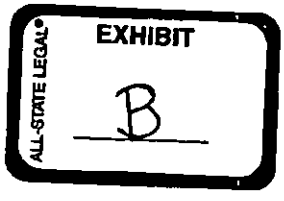
Includes:

May 2009
$500 short on contribution

June 2009
Andy $361.04
House $1,034.18

July 2009
Andy $467.67
House $1,108.79

August 2009



Copy

House $1,060.80

September 2009
House $1,075.79

October 2009
Andy $134.37
House $1,006.75

November 2009
House $1,090.48

December 2009
Andy $79.00
House $1,105.00
$101.15 Tom ½ of insurance he said he paid, but did not

January 2010
Andy $97.00
House $1,182.15

January 2010
$328.59

His car insurance for December 2009-2010
$635.86

½ Andy Total=	$1,139.08
½ House Total=	$8,663.94
Other =	$929.74
Total=	$10,732.76

Payment still owed from Court-Ordered repayment (Order entered 02/23/2010) **$1,592.60**

Portion of fire insurance proceeds taken by Husband to deposit into his IRA **$4,500.00**

Vehicle (2003) Toyota Avalon Purchased by Husband with fire

Copy

insurance proceeds (Actual amount was $28,000, but Wife used $7,000 toward purchase of her vehicle)	**$21,000.00**
Current Attorney's Fees	**$2,537.62**
Possible Total Deduction	**$184,918.19**
Husband's Remaining Portion of Equity in Marital Residence	**$32,618.69**

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LIST OF HOUSEHOLD GOODS & FURNISHINGS AGREED BY MRS. COONEY TO BE TAKEN BY MR. COONEY

FILED
2010 JUL -9 PM 2:08
RICHARD R. BOOKER, CLERK
D.C.

Master Bedroom

~~[illegible]~~
Toshiba television (the one on floor of Master bedroom – 36 inch?)
Antique chair
Antique medicine chest
Husband's hats JRC (3)
~~Angels painting~~
Add Purple Buffalo bag JRC

Husband's Office

Two filing cabinets
One antique radio
One wood and black steel table
One steel desk
Two office chairs
One glass bookcase
One milk pail
One roll-top desk
One square wooden table
One desk
One copier/~~fax machine~~ JRC
One square metal table
One wooden with spindles back chair
Two Tiffany lamps
One brass desk lamp JRC 1-29-10
Boxes
Laptop computer
Two trashcans 1 on 1-29-10
Add red radio Crosley
Add ~~[illegible]~~ Files

office supplies JRC 1-30-10

Pictures in Hall

Two fruit pictures

Rob's Room

Antique ~~desk~~ floor lamp JRC (connected) JRC 1-29-10 JRC
~~[illegible]~~
add shipping chest metal

Rob's Bathroom

Small three drawer chest

Clothes JRC

Tom's personal files JRC
Food JRC
2 ice chest to be returned JRC

ALL-STATE LEGAL
EXHIBIT
C

Copy

Master Bathroom

~~Wicker laundry basket~~
~~Laundry~~ basket

Front Foyer

~~Brass flowers stand~~ stay

Family Room

Rocking chair
Husband's books
Brass container
One Rooster wastebasket
Three prints
~~Round dining table~~
~~Four chairs to match round dining table~~
Saba photo album

Dining Room

~~Crystal vase~~
Crystal with red flower bowl
~~Herend flowered band box~~
~~Christmas bell 1992~~
~~Herend box with bunny on top~~
White column vase

Pantry

~~One stool~~ Little table JRC 1-28-10
China – two rust bluebird plates
One blueberries gravy boat
One yellow with blueberries plate
One Corelle salad plate
One Corelle dinner plate JRC 1-29-10
One silver trim platter
One toaster oven JRC 1-29-10
~~One oval leaf platter~~
~~Osterizer~~ blender
Knife set JRC 1-29-10
Blue casserole
Three white Corelle cereal bowls JRC 1-29-10
One olive and one larger green bowl
One olive and smaller green bowl

Copy

Round platter with blue rim
~~Fruit~~
Eight Gator tumblers (large) 4 on 1-29-10 JRC
Two Gator tumblers (short)
Golf mug
Steamboat mug
Forrest Gump mug
Fire Arms mug
West Indies mug
Two Myers rum mugs
S.E. mugs
New Zealand mugs
Old car mugs
Glass Gator mug
Onsite mug
Donald Duck mug
Clai service mug
Sailboat mug
"Tom" mug
Wood framed photo of gator
Cows
Blue pottery salt and pepper
Blueberries pepper
Three glass shakers
Milk bottle
Bell jar

Butler's Pantry

Coke glass
Stainless steel cup
Four Bull Gator Tavern glasses

Laundry Room Closet

Two Florida Gator sitting pads
Bird feeder
~~Christmas stained glass~~
~~Auto vacuum~~
~~One glass bowl~~
White chair with blue ribbon

Other Laundry Closet

Liquid Gold cleaning supply

Copy

Storage Room

- Pair of white/gold lamps
- ~~Tweed Hartman~~
- ~~Tweed Hartman garment~~
- Gator mailbox

Misc
- TRC blue towels
- cards
- whiskey
- robe belt
- toiletries
- shoe cleaner

IRC 1-28-10

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

FILED
2010 JUL -9 PM 2:06
RICHARD R. ROOKER, CLERK
D.C.

ELIZABETH EARTHMAN COONEY,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**DOCKET NO. 09D-687**
	)	
THOMAS ROBERT COONEY,	)	
	)	
Defendant.	)	

AFFIDAVIT OF LEGAL FEES

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

I, Marlene Eskind Moses, make Oath that detailed below is the amount of time my staff and I have spent in this case and also the amount of expenses incurred in this case. We have indicated our normal, reasonable and appropriate charge for those services, based on our experience, our familiarity with the facts and the time and expenses necessary to prepare this matter for trial.

The charges are listed in detail in the attached pages, but in summary the charges are as follows:

1 hour x $350.00 per hour	$ 350.00
14.15 hours x $150.00 per hour	2,122.50
TOTAL FEES TO DATE:	2,472.50
TOTAL EXPENSES TO DATE:	65.12
TOTAL TO DATE:	$2,537.62

EXHIBIT
D
ALL-STATE LEGAL

Copy

Marlene Eskind Moses

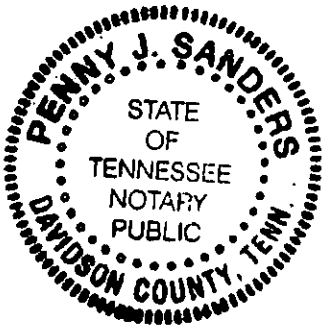
MARLENE ESKIND MOSES

Sworn to and subscribed before me this 21st day of June 2010

Penny J. Sanders

NOTARY PUBLIC

My Commission Expires: 5/8/2012



Copy

MOSES & TOWNSEND, PLLC
ATTORNEYS AT LAW
SUITE 500
101 CHURCH STREET
NASHVILLE, TN 37201-1607
(615) 242-2521

4/08/2010

Elizabeth Cooney
c/o Nancy Nunnelley
130 Heady Drive
Nashville, TN 37205

Invoice Number 11224

FOR PROFESSIONAL SERVICES RENDERED:

Date	Description	Hours	Charges
3/01/2010	Telephone conference with John in Judge Soloman's office re: no check received from adversary party today and he did not report to Court as ordered; Telephone conference with client re: same and re: getting appraisal done as soon as possible	0.30	$45.00
3/02/2010	Review Affidavit from adversary party with check to client as per Court Order; Telephone conference with client re: check is ready for pickup	0.10	$15.00
3/03/2010	Telephone conference with client re: adversary party canceled health discount plan, client found out when she went to the pharmacy	0.10	$15.00
3/03/2010	Telephone conference with adversary party re: his mail is here for him to pick up and let us make a copy of his Social Security Statement	0.10	$15.00
3/08/2010	Telephone conference with client re: adversary party told bank to change address on mortgage statement, client had it changed back	0.10	$15.00
3/08/2010	Telephone conference with client re: allowing adversary party to get his short-sleeved shirts out of the garage	0.10	$15.00
3/11/2010	Telephone conference with client re: check from adversary party for Social Security payment received today; Review appraisal report prepared by Don Turner	0.30	$45.00
		Total Fees	$165.00

RELATED EXPENSES:

Start Date	Description	Quantity	Price	Charges
1/27/2010	Road Runner Courier Charge for filing Summons and Amended Show Cause Order	1.00	$5.50	$5.50
1/28/2010	Road Runner Courier Charge for filing Order	1.00	$8.50	$8.50

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2/01/2010	Road Runner Courier Charge for picking up Amended Show Cause Order from the clerk's office	1.00	$8.50	$8.50
2/02/2010	Road Runner Courier Charge for filing return Summons, and Agreed Order	1.00	$8.50	$8.50
2/09/2010	Road Runner Courier Charge for filing letter and response	1.00	$4.25	$4.25
2/17/2010	Road Runner Courier Charge for filing Orders from February 10 and 12, 2010	1.00	$8.50	$8.50

	Total Expenses	$43.75
Total New Charges		$208.75
Previous Balance		$5,007.50
3/26/2010 Payment		$-5,007.50
Total Payments and Credits		$-5,007.50
Balance Due		$208.75

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MOSES & TOWNSEND, PLLC
ATTORNEYS AT LAW
SUITE 500
101 CHURCH STREET
NASHVILLE, TN 37201-1607
(615) 242-2521

5/12/2010

Elizabeth Cooney
c/o Nancy Nunnelley
130 Heady Drive
Nashville, TN 37205

Invoice Number 11623

FOR PROFESSIONAL SERVICES RENDERED:

Date	Description	Hours	Charges
4/05/2010	Telephone conference with Judge Soloman's office re: setting final hearing; Telephone conference with client re: check arrived from adversary party	0.20	$30.00
4/06/2010	Telephone conference with Ronelle in Judge Soloman's office re: date for final hearing; Telephone conference with client re: confirming dates for final hearing and meeting to prepare; Draft Order setting final hearing for June 15	0.40	$60.00
4/12/2010	Telephone conference with client re: adversary party to remove all remaining items from marital residence on proposed dates of June 7 & 8; Letter to adversary counsel re: same	0.40	$60.00
4/19/2010	Telephone conference with client and Letter to adversary counsel re: proposed dates for adversary party to remove his remaining items from the marital residence	0.30	$45.00
		Total Fees	$195.00

RELATED EXPENSES:

Start Date	Description	Quantity	Price	Charges
4/07/2010	Road Runner Courier Charge for filing Order	1.00	$4.75	$4.75
		Total Expenses		$4.75

Total New Charges		$199.75
Previous Balance		$208.75
4/13/2010	Payment	$-208.75

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	MOSES & TOWNSEND, PLLC
Total Payments and Credits	$-208.75
Balance Due	$199.75

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MOSES & TOWNSEND, PLLC
ATTORNEYS AT LAW
SUITE 500
101 CHURCH STREET
NASHVILLE, TN 37201-1607
(615) 242-2521

6/21/2010

Elizabeth Cooney
c/o Nancy Nunnelley
130 Heady Drive
Nashville, TN 37205

Invoice Number 11645

FOR PROFESSIONAL SERVICES RENDERED:

Date	Description	Hours	Charges
4/12/2010	Telephone conference with client and Letter to adversary counsel re: proposed dates for adversary party to remove his remaining belongings from the marital residence	0.40	$60.00
5/05/2010	Telephone conference with client re: check received in our office from adversary party, mailed to client with her approval; Telephone conference with adversary counsel to follow up on proposed dates for adversary party to remove his remaining items from marital residence	0.25	$37.50
5/27/2010	Prepare for meeting with client to discuss final hearing and terms of Final Decree; Meeting with client and Nancy	1.60	$240.00
5/27/2010	Meeting with client and Nancy to discuss terms for Final Decree of Divorce	1.00	$150.00
6/08/2010	Compile and analyze portion of household and repair expenses that adversary party should have paid; Review adversary party's limited discovery response for any separate property	1.20	$180.00
6/09/2010	Draft list of prayers for final hearing to be proposed as terms of Final Decree; Prepare questions for client and 2 default witnesses for final hearing	2.75	$412.50
6/11/2010	Prepare Notice of Insurance and Notice of Filing	0.40	$60.00
6/14/2010	Telephone conference with adversary counsel re: request for continuance of final hearing from tomorrow due to death in his family; Telephone conference with client to inform her of continuance	0.25	$37.50
6/14/2010	Meeting with client and her two witnesses and MEM to prepare for testimony at final hearing	1.40	$210.00
6/14/2010	Prepare notes and exhibits for final hearing, and complete list of prayers for Final Decree	2.50	$375.00
6/14/2010	Meeting with client and her two witnesses and AML to prepare for testimony at final	1.00	$350.00

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hearing

Total Fees		$2,112.50

RELATED EXPENSES:

Start Date	Description	Quantity	Price	Charges
5/06/2010	Certified Mail Charge	1.00	$5.54	$5.54
6/02/2010	Certified Mail Charge	1.00	$5.54	$5.54
6/11/2010	Certified Mail Charge	1.00	$5.54	$5.54
	Total Expenses			$16.62

Total New Charges		$2,129.12
Previous Balance		$199.75
5/18/2010	Payment	$-199.75
Total Payments and Credits		$-199.75
Balance Due		$2,129.12

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

FILED
2010 JUL -9 PM 2:08
RICHARD R. ROOKER, CLERK
D.C.

ELIZABETH EARTHMAN COONEY,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**DOCKET NO. 09D-687**
	)	
THOMAS ROBERT COONEY,	)	
	)	
Defendant.	)	

AFFIDAVIT OF LEGAL FEES

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

I, Marlene Eskind Moses, make Oath that detailed below is the amount of time my staff and I have spent in this case and also the amount of expenses incurred in this case. We have indicated our normal, reasonable and appropriate charge for those services, based on our experience, our familiarity with the facts and the time and expenses necessary to prepare this matter for trial.

The charges are listed in detail in the attached pages, but in summary the charges are as follows:

4 hours x $350.00 per hour	$ 1,400.00
7 hours x $150.00 per hour	1,050.00
TOTAL EXPENSES TO DATE	9.00
TOTAL FEES TO DATE:	2,459.00
TOTAL TO DATE:	$2,459.00

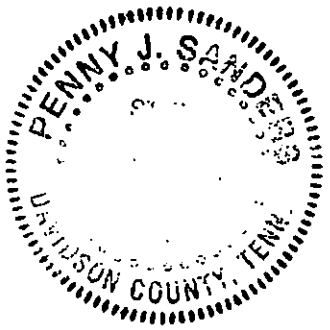
Copy

Marlene E. Moses
MARLENE ESKIND MOSES

Sworn to and subscribed before me this 1st day of July, 2010

Penny J. Sanders
NOTARY PUBLIC

My Commission Expires: 5/8/2012



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MOSES & TOWNSEND, PLLC
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NASHVILLE, TN 37201-1607
(615) 242-2521

7/01/2010

FILED
2010 JUL -9 PM 2:08
RICHARD R. ROOKER, CLERK

Invoice Number 120220.C

Elizabeth Cooney
c/o Nancy Nunnelley
130 Heady Drive
Nashville, TN 37205

FOR PROFESSIONAL SERVICES RENDERED:

Date	Description	Hours	Charges
6/21/2010	Meeting with client and Nancy; Court Appearance for final hearing on default divorce	4.50	$675.00
6/21/2010	Meeting with client and Nancy; Court Appearance for final hearing on default divorce	4.00	$1,400.00
6/28/2010	Draft Final Decree	2.50	$375.00
		Total Fees	$2,450.00

RELATED EXPENSES:

Start Date	Description	Quantity	Price	Charges
6/21/2010	Circuit Court Clerk's fee for filing Notice of Filing	1.00	$9.00	$9.00
		Total Expenses		$9.00

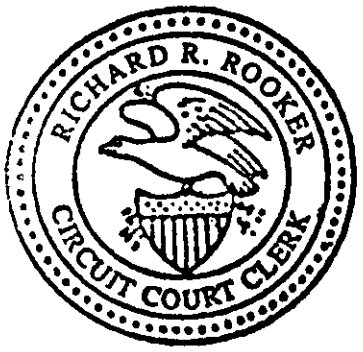
Total New Charges	$2,459.00
Previous Balance	$2,129.12
6/25/2010 Payment	$-2,129.12
Total Payments and Credits	$-2,129.12
Balance Due	$2,459.00

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 09 day of JULY , 2010 , in the Case Number 09D687 between COONEY, ELIZABETH EARTHMAN Plaintiff, and COONEY, THOMAS ROBERT 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 09 day of AUGUST in the year two thousand ten and in the 234th year of American Independence.

SEAL



RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk