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

2015 NOV 16 PM 4:00
RICHARD R. ROOKER CLERK
D.C

JENNIFER LYNNE LEEDS,	)	
Plaintiff/Wife,	)	
v.	)	**Docket No. 14D-1525**
	)	BILL GARRETT, Davidson County
DAVID ALAN BERONJA,	)	Trans:T20160016825 DEEDDIV
Defendant/Husband.	)	Recvd: 03/01/16 14:00 10 pgs
		Fees:52.00 Taxes:0.00

20160301-0019491

ORDER

This cause came to be heard before the Honorable Philip E. Smith on July 29, 2015 upon Jennifer Leeds' Third Amended Divorce Complaint filed by Ms. Leeds. Appearing before the court were Plaintiff/Wife Jennifer Leeds, with her counsel Gere L. Beason. The Husband, David Alan Beronja, was duly served with Wife's Complaint for Divorce on the 18th of June 2014. Jennifer Leeds subsequently filed an Amended Complaint for Divorce on September 25, 2014, alleging inappropriate marital conduct. A Second Amended Complaint for Divorce was filed on February 25, 2015. Finally a Third Amended Complaint for Divorce was filed on May 22, 2015. Defendant, David Beronja, failed to file an answer to any complaint for divorce filed by Ms. Jennifer Leeds against him. Husband was mailed Wife's Motion for Default. Based upon sworn testimony of the Wife, of Michelle Ward, and of Maria Brannon, and based upon statements of counsel and the record as a whole, the Court finds the following:

1. That Husband, David Alan Beronja, was duly served with Wife's complaint for divorce on the 18th of June 2014. That Wife subsequently filed an Amended Complaint for Divorce on September 25, 2014, alleging inappropriate marital conduct. A Second Amended Complaint for Divorce was filed on February 25, 2015. Finally a Third

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Amended Complaint for Divorce was filed on May 22, 2015. Defendant, David Beronja, failed to file an answer to any of the pleadings filed against him.

2. That David Beronja was duly noticed of the proceedings and has failed to participate at any stage of aforementioned proceedings in the above-styled cause of action.

3. That a default judgment ~~is hereby~~ was previously granted against David Alan Beronja on June 26, 2015.

4. That David Beronja would go out two (2) to three (3) nights per week, at times coming in intoxicated, all the while leaving Wife at home alone. That Mr. Beronja would rebuff Wife's initiation of intimacy and that because of Mr. Beronja, a loss of intimacy had occurred for approximately eighteen (18) months.

5. That David Beronja, out of the blue, told his Wife, Ms. Jennifer Leeds, that he no longer wanted to be married to her and he moved out of the marital residence.

6. That Mr. Beronja refused to communicate with his Wife shortly after leaving her and left her paying the household bills, including the mortgage with no assistance from him.

7. That David Beronja open and notoriously appeared at a function that Wife was attending with another women. The court finds the "in her face" conduct more evidence of Mr. Beronja's inappropriate marital conduct. The Court finds that Mr. Beronja is a scoundrel in the eyes of the court.

8. The court finds that Mr. Beronja's behavior rises to the level of inappropriate marital conduct.

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9. That Wife, Jennifer Leeds, is awarded an absolute divorce on the grounds of inappropriate marital conduct and that she shall be restored to all rights and privileges of a single person.

10. That Ms. Jennifer Leeds is awarded all rights, title, and interest to all personal property in her possession, free and clear of any interest of David Beronja and that David Beronja shall be divested of same.

11. That Ms. Jennifer Leeds is awarded a Judgment against David Alan Beronja in the amount of $6,500.00 for furniture and furnishings Mr. Beronja removed from the marital residence.

12. That a separate Judgment is awarded to Ms. Jennifer Leeds against David Alan Beronja in the amount of $9,000.00 representing half of an IRA she was forced to cash out to pay debts.

13. That another separate Judgment is awarded to Ms. Jennifer Leeds against David Alan Beronja in the amount of $5,000.00 which represents one-half of the credit card debt Ms. Beronja incurred in paying household bills.

14. That each of these Judgments shall accumulate at the statutory interest rate.

15. That Mr. David Beronja shall pay to Ms. Jennifer Leeds $250.00 per month on each Judgment, which totals $750.00 per month beginning August 1, 2015.

16. The court hereby awards all right, title and interest in the parties' real property located at 1725 (A) 6th Avenue North, Nashville Tennessee 37208, to Wife, Jennifer Leeds, divesting Husband David Alan Beronja of all interest to the aforementioned property. The mortgage is held in Ms. Leeds' sole name. Ms. Leeds will

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assume sole responsibility for the payment of the mortgage, taxes and insurance pertaining to the property and shall hold Mr. David Alan Beronja harmless for any liability associated therewith.

17. The Wife shall be awarded the parties' dog and four (4) cats.

18. The Husband, David Beronja, shall be responsible for the reasonable cost to repair the roof and the deck on the home located at 1725 (A) 6th Avenue North, Nashville Tennessee 37208.

19. The Wife shall be awarded the 2011 Mercedez-Benz E350 in her possession.

21. The Wife shall be awarded all investment and retirement accounts which are in her name, including but not limited to all Raymond James accounts, TransAmerica Retirement solution accounts and Principal Financial Group accounts.

20. All court costs shall be taxed to Mr. David Beronja, for which execution shall issue if necessary.

NOTICE: Pursuant to TCA § 36-4-134 to wit: **The Provisions contained within the Final Decree of Divorce with regards to the payment of debts, and any other provision which may be contained within any Final Decree of Divorce with regards to same, does not necessarily affect the ability of a creditor to proceed against a party or that party's property, even though the party is not responsible under the terms of the decree or agreement for an account, any debt associated with an account or any debt. It may be in a party's best interest to cancel, close or freeze any jointly held accounts. Failure to include this notice shall not affect the validity of the decree of divorce, legal separation or annulment.**

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It is ORDRED ADJUDGED and DECREED that the Wife, Ms. Jennifer Leeds is hereby awarded an absolute divorce on the grounds of inappropriate marital conduct and that she shall be restored to all rights and privileges of a single person.

It is Further, ORDRED ADJUDGED and DECREED that the Wife, Ms. Jennifer Leeds is hereby awarded all right title and interest, inclusive of equity in same, in and to the real property located at 1725 (A) 6th Avenue North, Nashville, Tennessee and the Husband, David Alan Beronja is divested of any and all interest in and to same. The property is more particularly described as follows:

Map/Parcel Number: 081-08-0-P 001.00

Being part of Lot No. 198, Unit A, of the 1725 Townhomes, on the Plan of North High Street and runs back between parallel lines, in a westerly direction 175 feet to an alley 15 feet wide.

Also, one and the same as more accurately described as:

Land in Davidson County, Tennessee, being Unit A of the 1725 Townhomes, a Horizontal Regime with Private Elements located in Nashville Davidson County, Tennessee and described in a Declaration of Covenants, Conditions and Restrictions for 1725 Townhomes, a Horizontal Regime with Private Elements of record in Instrument No. 20070413-0044693, Register's Office for Davidson County, Tennessee to which reference is hereby made. The easements, restrictive covenants,

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conditions and regulations imposed upon and relating to the units, property, co-owners and tenants of 1725 Townhomes, a Horizontal Regime with Private Elements contained in said Declaration the Plat filed as Exhibit "B" to said Declaration and By-Laws appended thereto as Exhibit "C", said Register's Office, are incorporated herein by reference and made a part hereof the same as though copied herein for a more complete identification and description of said Unit.

Being the same property Conveyed to Grantor by Substitute Trustee's Deed of record in Instrument #20090206-0010577, Register's Office for Davidson County, Tennessee.

This conveyance is subject to (a) 2009 real property taxes; (b) Restrictive Covenants of record in Instrument # 20070413-0044693, Register's Office for Davidson County, Tennessee.; and (c) all zoning regulations, building restrictions, easements and/or setback lines rights for public utilities, or other governmental regulations applicable to the property described herein, but excluding any covenants conditions or restrictions of record that would violate Title 42 USC 3604.

Being the same property conveyed to Jennifer L. Leeds and David A. Beronja by Special Warranty Deed, from Country Wide Bank FSB, of record in Davidson County Register of Deeds Office, Instrument #200905130044016.

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The Wife, Ms. Jennifer Leeds, shall indemnify and hold Husband, David Beronja, harmless from any liability associated with the residence, including, but not limited to, the mortgage, the taxes and insurance The Husband, David Beronja, shall hereby execute such documents as are necessary to transfer the deed to the property, and shall cooperate as necessary to remove his name from any debt that may exist.

It is Further, ORDRED ADJUDGED and DECREED that . Ms. Jennifer Leeds is awarded all rights, title, and interest to all personal property in her possession, free and clear of any interest of David Beronja and that David Beronja shall be divested of same.

It is Further, ORDRED ADJUDGED and DECREED That Ms. Jennifer Leeds is awarded a Judgment against David Alan Beronja in the amount of $6,500.00 for furniture and furnishings Mr. Beronja removed from the marital residence.

It is Further, ORDRED ADJUDGED and DECREED that a separate Judgment is awarded to Ms. Jennifer Leeds against David Alan Beronja in the amount of $9,000.00 representing half of an IRA she was forced to cash out to pay debts.

It is Further, ORDRED ADJUDGED and DECREED that another separate Judgment is awarded to Ms. Jennifer Leeds against David Alan Beronja in the amount of $5,000.00 which represents one-half of the credit card debt Ms. Beronja incurred in paying household bills.

It is Further, ORDRED ADJUDGED and DECREED that each of these Judgments shall accumulate at the statutory interest rate.

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It is Further, ORDRED ADJUDGED and DECREED That Mr. David Beronja shall pay to Ms. Jennifer Leeds $250.00 per month on each Judgment, which totals $750.00 per month beginning August 1, 2015.

It is Further, ORDRED ADJUDGED and DECREED The Wife shall be awarded the parties' dog and four (4) cats.

It is Further, ORDRED ADJUDGED and DECREED The Husband, David Beronja, shall be responsible for the reasonable cost to repair the roof and the deck on the home located at 1725 (A) 6th Avenue North, Nashville Tennessee 37208.

It is Further, ORDRED ADJUDGED and DECREED the Wife shall be awarded the 2011 Mercedez-Benz E350 in her possession.

It is Further, ORDRED ADJUDGED and DECREED the Wife shall be awarded all investment and retirement accounts which are in her name, including but not limited to all Raymond James accounts, TransAmerica Retirement solution accounts and Principal Financial Group accounts.

It is further, ORDERED, ADJUDGED AND DECREED that Mr. Gere L. Beason is hereby relieved as counsel for Wife, Jennifer Leeds.

It is finally, ORDERED, ADJUDGED AND DECREED that all court costs shall be taxed to Mr. David Beronja, for which execution shall issue if necessary.

IT IS SO ORDERED.

JUDGE PHILIP E. SMITH

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Respectfully submitted,

Gere L. Beason, BPR# 028439
Attorney for the Wife
401 Church Street, Suite 2900
Nashville, TN 37219
(615) 250-8000

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the forgoing has been forwarded to the following:

David Beronja,
940 Gale Lane #106
Nashville, TN 37204

on this the 13th day of November 2015.

Gere L. Beason

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 16 day of NOVEMBER, 2015, in Docket Number 14D1525 between LEEDS, JENNIFER LYNNE, Plaintiff, and BERONJA, DAVID ALAN, 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 01 day of MARCH in the year two thousand sixteen and in the 239th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____
Deputy Clerk

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