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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CYNTHIA STANFORD,	)	
	)	
Plaintiff/Wife,	)	
	)	
v.	)	**No. 22D-210**
	)	
WILLIAM STANFORD,	)	**NOTICE OF ENTRY REQUESTED**
	)	
Defendant/Husband.	)	

FINAL DECREE OF DIVORCE

This cause came to be heard on the 7th day of June, 2023, upon the Wife's Complaint for Divorce filed on February 10, 2022, and the Wife's Amended Complaint for Divorce filed on March 23, 2022, this Court having granted a default judgment to the Wife against the Husband by Order entered on May 2, 2023. Present for this final hearing were the Plaintiff/Wife, CYNTHIA STANFORD ("Wife"), her counsel and her two witnesses. Husband did not appear in Court. Based upon the testimony of the witnesses, the exhibits admitted into evidence, the argument of counsel and the entire record herein, the Court finds and orders as follows:

1. These parties were married on June 9, 1984 and they have one child who is now an adult.

2. Wife filed this divorce on February 10, 2022. Wife testified that she has been residing in the marital residence and that Husband left the marital residence in January of 2022 and he has been residing in the parties' condominium in Pensacola Beach, Florida.

3. Wife has had a process server make numerous attempts to serve the Husband with process personally. However, the Affidavits of the process server indicate that the Husband evaded service. These Affidavits were made an exhibit to Wife's Motion to Deem Husband Served with Process, which was entered as Exhibit 1 at this trial.

4. Wife's counsel has also made numerous attempts to ensure that Husband has full knowledge of these proceedings, and the Affidavit of Joellyn Kott, Paralegal (with exhibits), detailing her efforts in mailing all documents to Husband, was entered as Exhibit 2 at this trial. The Affidavit of Karla C. Miller (with exhibits) indicating further efforts via e-mail and text message was entered as Exhibit 3.

5. This Court previously granted the Wife's Motion to Deem Husband Served with

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Process, by Order of Judge Philip E. Smith entered on June 23, 2022. This Court granted a default judgment to the Wife against the Husband by Order entered on May 2, 2023.

6. Based upon the Order of Judge Smith deeming the Husband served with process, the testimony today and the entire record herein, the Court finds that there is clear and convincing evidence that the Husband is aware of these proceedings, has been aware for some time, and has chosen, for whatever reason, not to participate. The Court notes that the Husband confirmed his e-mail address in a text message to the Wife, and that is the same e-mail address noted in Ms. Miller's Affidavit (Exhibit 3) to which she sent all documents to the Husband. The Court also finds that based upon comments he's made to his Wife and his brother-in-law, who was a witness here today, that Husband is aware of these proceedings.

7. The Court finds that the Wife has proven that Husband is guilty of inappropriate marital conduct by a preponderance of the evidence based upon Husband's alcohol abuse, pornography, emotional and verbal abuse which includes even physically pushing the Wife, the Court having heard testimony from the Wife and her two witnesses.

8. The parties have acquired significant assets, primarily as a result of the Wife's employment and her hard work.

9. The Wife's testimony is that the marital residence at 529 Robards Circle in Old Hickory, TN has a value of between $800,000 and $900,000. The Court finds that the value of the parties' condominium in Pensacola Beach, FL is at least $879,900 based upon the listing of a comparable condominium (the listing was made Exhibit 6 to the Wife's testimony), which doesn't have all the same amenities as theirs.

10. The Wife has been the primary breadwinner in this marriage, and the Wife testified that Husband had not been employed in many years, despite her many requests that he get a job. The Wife has also been unemployed since February of 2022. There has been a little bit of testimony that the Wife is going back to work, but she's not going to work forever, not going to be expected to work forever, and she's entitled to enjoy some of the fruits of her labors over the years just like anyone else. There has been no proof that the Husband has a need for alimony and he didn't ask for it. Therefore, the Court finds that there shall be no spousal support awarded.

11. These parties have acquired substantial retirement benefits and brokerage accounts, and the Court finds that an equitable division of same under the facts of this case is for Wife to be awarded 55% of the funds in the retirement and brokerage accounts, and for Husband to be

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awarded 45% of the funds in the retirement and brokerage accounts, as is detailed more specifically herein.

IT IS, THEREFORE, ORDERED that the Wife is awarded a divorce from the Husband on the ground of Husband's inappropriate marital conduct, and both parties are hereby restored to all rights and privileges of unmarried persons.

IT IS FURTHER ORDERED that the Wife is awarded the marital residence at 529 Robards Circle, Old Hickory, TN 37138 as her sole and separate property, to have and to hold this property with the appurtenances, estate, title and interest thereto, and the Husband is divested of any interest therein. This property is more particularly described as follows:

> Land in Davidson County, State of Tennessee, Being Lot No. 256, Phase Five, Section Two, Brandywine Pointe, Planned Unit Development, as shown on plat of record in Plat Book 7900, Page 714, as corrected by Surveyor's Certificate of Correction, as of record in Book 9339, Page 630, in the Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more particular description of said property.
>
> Being the same property conveyed to William Scott Standford and Cynthia O. Standford, husband and wife, by grantors K. Rod McPeters and wife, Vicki L. McPeters, by deed of record at Instrument No. 20120520-0068852, Register's Office for Davidson County, Tennessee.
>
> This conveyance is subject to: All matters shown on the plat of record in Plat Book 7900, Page 714 and Surveyor's Certificate of Correction of record in Book 9339, Page 630; Covenants, conditions, easements and restrictions recorded in Book 9339, Page 627; Covenants, conditions, easements and restrictions recorded in Book 8120, Page 170, Register's Office for Davidson County, Tennessee.
>
> This conveyance is further subject to (1) all applicable zoning ordinances, (2) utility, sewer, drainage and other easements of record, (3) all subdivision/condominium assessments, covenants, bylaws, restrictions, declarations and easements of record, (4) building restrictions, and (5) other matters of public record.
>
> William Scott Standford is one and the same person as William Scott Stanford; and Cynthia O. Standford is one and the same person as Cynthia O. Stanford

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There is no indebtedness against this property. Wife is responsible for the timely payment of all expenses at this property, including, but not limited to, utilities, property taxes, insurance, repairs, maintenance, HOA dues and assessments, and Wife holds Husband harmless and indemnifies him thereon. Pursuant to Tenn. Code Ann. §16-1-109, the Wife may record this Final Decree and Marital Dissolution Agreement or an abstract thereof with the Davidson County Register of Deeds in order to effectuate the change of title of this property from Husband and Wife to solely in Wife.

IT IS FURTHER ORDERED that the Husband is awarded the condominium at 1 Portofino Drive Tower 1, Unit 2005 Pensacola Beach, FL 32561 as his sole and separate property, to have and to hold this property with the appurtenances, estate, title and interest thereto, and the Wife is divested of any interest therein. This property is more particularly described as follows:

> CONDOMINIUM PARCEL: Unit 2005, Portofino Tower One, a Condominium (the "Condominium"), according to the Declaration of Condominium of Portofino Tower One, a Condominium recorded in Official Records Book 5061, Page 111, of the public records of Escambia County, Florida, as modified and amended from time to time, (herein "Declaration of Condominium"), which Condominium has been established upon a portion of the subleasehold estate created by and described in that certain Sublease Agreement between Gary Work, as Trustee of the Pensacola Beach Land Trust ("Sublessor"), and Island Resort Development, Inc., a Florida corporation ("Sub-Sublessor"), dated March 26, 2001, and recorded in Official Records Book 4683, at Page 736, of the public records of Escambia County, Florida, (the "Sublease"), which is a sublease of a portion of the leasehold estate created by and described in that certain Development Lease Agreement ("Lease") wherein Santa Rosa Island Authority, an agency of Escambia County, Florida, is the Lessor ("Lessor"), and Gary Work, as Trustee of the Pensacola Beach Land Trust is the lessee, and which is dated effective as of July 1, 1997, and recorded in Official Records Book 4180, Page 1985, of the public records of Escambia County, Florida, (the "Master Lease"), together with an undivided interest in and to the common elements as described in the Declaration of Condominium appurtenant thereto, all in accordance with and subject, however, to all of the provisions of the Declaration of Condominium, and further

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together with:

(1) Parking space number(s) 114 & 105, and

(2) Storage area number 4,

as limited common elements specifically assigned by Sub-Sublessor, which parking spaces and storage areas, respectively, shall not be transferred to any other unit owner separate from ownership of the Unit above.

There is no indebtedness against this property. Husband is responsible for the timely payment of all expenses at this property beginning August 1, 2023, including, but not limited to, utilities, property taxes, insurance, repairs, maintenance, HOA dues and assessments, and Husband holds Wife harmless and indemnifies her thereon. Husband shall take any steps necessary to remove Wife's name from any utilities at the condo, and Wife shall execute any and all documents necessary to effectuate a change of title from Husband and Wife to solely in Husband.

IT IS FURTHER ORDERED that Wife is awarded, as her sole and separate property, all personal property located at the marital residence at 529 Robards Circle, Old Hickory TN, 37138, including, but not limited to, furniture, furnishings, decorations, tools and equipment, and Husband is divested of any interest therein.

IT IS FURTHER ORDERED that Husband is awarded, as his sole and separate property, all personal property located at the condominium at 1 Portofino Drive Tower 1, Unit 2005 Pensacola Beach, FL 32561, including, but not limited to, furniture, furnishings, decorations, tools and equipment, and Wife is divested of any interest therein.

IT IS FURTHER ORDERED that the Wife is awarded the following vehicles that are titled in both parties' names, and Husband is divested of any interest therein. There is no indebtedness on these vehicles: the 2004 Toyota Solara (VIN: 4T1FA38P54U03611), THE 2004 Nissan 350Z (VIN: JN1AZ36A94M25263) and the 2011 Jeep Liberty (VIN: 1J4PP2GKXBW52434). Wife shall be fully responsible for the payment of all insurance, maintenance, repairs and all other expenses associated with said vehicle, and she shall indemnify and hold Husband harmless with regard to same.

IT IS FURTHER ORDERED that the Husband is awarded the 2013 Acura MDX (VIN: 2HNYD2H67DH50424), which is titled in his sole name, as his sole and separate property, and Wife is divested of any interest therein. Husband shall be fully responsible for the payment of all insurance (as of August 1, 2023), maintenance, repairs and all other expenses

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associated with said vehicle, and he shall indemnify and hold Wife harmless with regard to same.

IT IS FURTHER ORDERED that the Husband is awarded the Comcast/Xfinity account that is currently in service at the marital residence at 529 Robards Circle, and he is responsible for payment of same beginning August 1, 2023 and Husband holds the Wife harmless and indemnifies her thereon. Husband is free to have the service removed from 529 Robards Circle.

IT IS FURTHER ORDERED that the joint Aviator Master Card x9201 (balance $6,623.54 as of 6/7/23), the Husband's Prime credit card x0218 (balance $230.45 as of 6/7/23) and the Wife's Southwest credit card x4977 (balance $4,867.69 as of 6/7/23) shall be paid off by the Wife from the marital funds as has been the status quo. The joint Aviator Master Card x9201 shall then be closed. The Husband shall be solely responsible for timely payment of the Prime credit card x0218 in his name after the current balance is paid off, including any charges made after June 7, 2023, and he shall hold the Wife harmless and indemnify her thereon. The Wife shall be solely responsible for timely payment of the Southwest credit card x4977 in her name after the current balance is paid off, including any charges made after June 7, 2023, and she shall hold the Husband harmless and indemnify him thereon.

IT IS FURTHER ORDERED that the following bank accounts are awarded to the Wife as her sole and separate property, and the Husband is divested of any interest therein:

Wells Fargo checking x8623 (joint) $17,348 (as of 6/7/2023)
Wells Fargo checking x 8868 (joint) $ 100.22 (as of 6/7/2023)
Wells Fargo checking x 5385 (Wife) $149.15 (as of 6/7/2023)

IT IS FURTHER ORDERED that the Pinnacle checking account in Wife's name with a balance of $93,852.00 as of 6/7/2023 shall be divided as follows: Wife shall receive $75,000.00 from this account as her sole and separate property, and Husband is divested of any interest therein. Husband is awarded the balance of this account in the amount of $18,852.00 as his sole and separate property, and Wife is divested of any interest therein.

IT IS FURTHER ORDERED that the Husband is awarded the joint Bank of America checking account x4449 with a balance of $6,997.00 as of 6/7/23 as his sole and separate property, and the Wife is divested of any interest therein.

IT IS FURTHER ORDERED that the Wells Fargo checking account x9889 and the Wells Fargo savings account x4963 are awarded to the parties' daughter, Meghan, the Court finding that although the Wife's name is on both accounts, she has not utilized any of the funds

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therein and has treated the accounts as belonging solely to Meghan.

IT IS FURTHER ORDERED that the remainder of the marital estate, which is comprised of the following brokerage and retirement accounts, shall be divided so that the Wife receives 55% of same and the Husband receives 45% of same, said value to be determined as of the date of the entry of the Final Decree. Toward that end, the Husband is awarded his IRA, and this will be included in his 45% of these assets. (this list was submitted as Exhibit 5 at trial):

Brokerage Accounts/Taxable Assets	**Balance**	**as of date**
Wells Fargo Joint Bank Money Market	$ 3,746	6/6/23
Wells Fargo Joint Brokerage	$ 777,666	6/6/23
Wells Fargo Joint ETF stock	$ 204,528	6/6/23
Wells Fargo Joint Dividend stock	$ 339,788	6/6/23
Retirement Accounts/Tax Deferred Assets		
Husband IRA	$ 81,708	4/30/23
Health Savings Account	$ 4,000	5/31/23
Wife IRA	$ 152,180	6/6/23
Wife Wells Fargo 401(k)	$ 638,047	6/6/23
Wife BOA 401(k)	$ 247,745	6/6/23
Wife BOA TSA	$ 332,165	6/6/23
Wife BOA Pension	$ 168,672	6/6/23
Wife Regions Financial 401(k)	$ 51,281	6/6/23
Wife First Horizon 401(k)	$ 9,680	5/31/23
Wife Pinnacle 401(k)	$ 10,602	6/6/23
Wife Wells Fargo Pension	$ 212,000	6/6/23

IT IS FURTHER ORDERED that the Wife shall file a Notice of Insurance with all pertinent information so that the Husband may contact the carrier of his health insurance and make arrangements for his own policy, should he choose to do so. The Wife is responsible for payment of the premiums for the Husband's health insurance through July 31, 2023. As of August 1, 2023, the Husband is responsible for obtaining, maintaining and paying for his own health insurance.

IT IS FURTHER ORDRED that Husband shall transfer his cellular telephone number to an account of his own and he is responsible for payment of his own cellular telephone bill as of August 1, 2023.

IT IS FURTHER ORDERED that the transcript of the final hearing of June 7, 2023 which is attached hereto as Exhibit A is incorporated by reference as if fully included verbatim

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herein.

IT IS FURTHER ORDERED that the Wife is awarded a Judgment for attorney fees in the amount of $ 13,500.00, and discretionary costs in the amount of $ 1536.05, the Court finding the same to be necessary and reasonable based upon the Affidavit of Attorney Fees submitted by Wife's counsel, Ms. Miller.

IT IS FURTHER ORDERED that the court costs are assessed to the Husband, William Scott Stanford, for which execution may issue, if necessary.

ENTERED this 20th day of July, 2023.

HONORABLE STANLEY A. KWELLER

APPROVED FOR ENTRY:

MILLER UPSHAW FAMILY LAW, PLLC

By: /s/ Karla C. Miller

KARLA C. MILLER, BPR # 18037
RACHEL S. UPSHAW, BPR # 25683
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Nashville, TN 37206
Phone: (615) 391-4200
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Email: rachel@nashvillefamilylaw.com

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Decree of Divorce and Exhibit A have been forwarded, via U.S. Mail, first class, postage pre-paid to the following:

William Scott Stanford 1 Portofino Drive Tower 1, Unit 2005 Pensacola Beach, FL 32561 willstan@comcast.net	William Scott Stanford 10 Portofino Drive (OFFICE) Tower 1, Unit 2005 Pensacola Beach, FL 32561	Mr. and Mrs. William Stanford 1200 Willowood Lane Gulf Breeze, FL 32563 (U.S. MAIL ONLY)

on this 19th day of July, 2023.

/s/ Karla C. Miller
Karla C. Miller

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Cynthia Stanford v. William Stanford; June 7, 2023

09:02:43

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

CYNTHIA STANFORD,
Plaintiff/Wife,
vs. No. 22D-210
WILLIAM STANFORD,
Defendant/Husband.

TRANSCRIPT OF PROCEEDINGS
Before the Honorable Stanley Kweller
June 7, 2023

APPEARANCES:

For the Plaintiff: Karla C. Miller
Attorney at Law
MILLER UPSHAW FAMILY LAW, PLLC
631 Woodland Street
Nashville, Tennessee 37206

****

Kim Davidson, LCR, RPR
Davidson Reporting
1270 Harristown Road
Ashland City, Tennessee 37015
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PROCEEDINGS

(WHEREUPON, the following proceedings were had in open court:)

MS. MILLER: Good morning, Your Honor.

THE COURT: Good morning.

MS. MILLER: Karla Miller with the Nashville Bar.

THE COURT: Yes, ma'am.

(The court officer administers the oath to all potential witnesses).

MS. MILLER: Good morning, Your Honor.

THE COURT: Good morning.

MS. MILLER: Your Honor, this is the matter of Stanford versus Stanford, and it's a little bit unique. This is a default divorce with a marital estate of around $5 million.

Mr. Scott Stanford left the marital res -- I just have a brief opening.

THE COURT: That's fine.

MS. MILLER: Mr. Scott Stanford left the marital residence in January of 2022 and has been just hanging out at their condo at Pensacola Beach, Florida, ever since, has left his wife of 38 years to handle everything that's been going on in the world since then.

Our process server -- first, let me back up. The divorce was filed by the wife on February 10th of 2022. We amended that complaint on March 23rd, '23. We got --

THE COURT: '23 or '22?

MS. MILLER: '22. Thank you.

Yes, we amended that on March 23 of '22. And we -- we did have a private process server in the Escambia County, Pensacola Beach area to serve Mr. Scott Stanford the -- both the complaint and the amended complaint; however, he was unable to serve him personally due to Mr. Stanford evading service.

As a result of that, we -- and we mailed -- we have mailed him -- I mean, we've done everything except smoke signals. I don't know if it's politically correct to say that anymore. But anyway, we've down everything to make sure he knows this. And we do, in fact, know that he knows of this. And I have a witness who will testify here today that discussed it with him.

And Judge Smith deemed as served on June 23rd of 2022. We filed a motion to deem served, and then we -- Judge Smith granted that and we -- once the motion to deem served was granted on June 23rd, we still slow walked this because we kept thinking Mr. Stanford surely will, you know, come up and say

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something or do something or respond to something.
I've sent him numerous e-mails. We've reached out to his mom and dad. I sent his -- because they live in the Pensacola Beach area. I've sent his mom and dad a copy of everything just because and was just hoping that they could convince him that he needs to participate in this divorce.
That having not happened, we did file the Motion For Default and to Set almost six months later on December 22nd of 2022. Then we moved it a couple of times after that to, yet, give him more time. And I pled with him in e-mails to please, please consult an attorney.
So having not heard from him, we went forward with that motion in this court before Your Honor on March 24th of '23, and Your Honor granted a default judgment by order entered on May 2nd of this year in favor of Mrs. Stanford against Mr. Stanford.
And ask -- in looking at the case law, it's clear to me that we need to make as exhibits some of these, even though they were made previous exhibits during the process. We need to make exhibits of some of the affidavits, like the affidavit of the process server.
Also, these are attached to motions and

things. So I'm just going to submit as the first exhibit Wife's Motion to Deem Husband Served with Process, which has lots of exhibits.
THE COURT: All right. We'll make that a --
MS. MILLER: Wait. Hey, let me have that back. I'm sorry. I think I gave you all...
(Collective Exhibit No. 1 admitted into evidence).
MS. MILLER: Then the affidavit of my paralegal, Joellyn Kott. We filed that April of 2022 also.
THE COURT: All right. So that will be marked as Exhibit Number 2.
(Collective Exhibit No. 2 admitted into evidence).
THE COURT: So Exhibit Number 1 consists of the motion and its attachments would be all part of Exhibit Number 1.
MS. MILLER: Correct.
THE COURT: And then the -- Exhibit Number 2 is -- the first document is the Notice of Filing, which contains an affidavit of Joellyn Kott and exhibits to that affidavit, which would be collectively Exhibit Number 2.

MS. MILLER: And then the affidavit of Karla C. Miller, yours truly, which I executed in March of this year, which basically contains the e-mail communications that I've had with Mr. Stanford, with the exception of one that I had about two weeks ago to remind him this -- this is happening.
THE COURT: Does he -- and that will be fine. That will be marked Exhibit Number 3, including the attachment.
(Exhibit No. 3 admitted into evidence).
THE COURT: Does he respond to any of these e-mails?
MS. MILLER: No. Well, he hasn't responded to any of my e-mails, but early in the process I texted him. I have it on -- our office phone can actually be a text app. And so I texted him. He opted in to receive the text messages, and I -- and those are -- one of those is an exhibit. And I basically said, look, I'm going to have to take a default judgment against you if you don't, you know, do something. And he just ghosted me after that. So then he e-mailed his wife and said, "Who was this fake attorney who you hired?"
THE COURT: You seem to have a problem with people calling you fake attorney and bad attorney.

MS. MILLER: You know, I've been called so much worse. Like, that's like a compliment almost. And, you know, I have a license to be all those other words, so I'm okay with it.
But anyway, so he -- you know, basically, he is -- I've got the text messages as exhibits to his wife, Mrs. Stanford sitting there, about the process and how they should file -- I mean, get the attorney together and she can't just do this on her own, and blah, blah, blah. So he has actual notice.
And I understand that's still a little bit dicey, but Mrs. Stanford is wanting to go through with this and let the chips fell where they may and ask this Court to be able to grant her a divorce. Obviously, I have lots of questions for her, but --
THE COURT: Ask her about those e-mails. I don't see how -- well, first of all, let me say this: I'm aware and I've read the order of Judge Smith of June 23, 2022, and he clearly found -- you know, I'm old school, as you know, and I believe the courts speak through their written orders.
MS. MILLER: Right.
THE COURT: Judge Smith specifically held --
MS. MILLER: I'm so sorry. I was

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trying to hit record.

THE COURT: Judge Smith specifically found that husband's evading service and that he has actual knowledge of the pending complaint and amended complaint for divorce. So based on that finding, I don't think there's anything dicey about this at all.

MS. MILLER: Good.

THE COURT: I think this -- now, the court of appeals may disagree with me in the future, but right now I do think it's relevant that your client -- and appropriate for your client to testify that she has had communication from her husband that indicates he knows that there is something pending up here and that he has chosen not to appear and participate and, therefore, the default judgment stands unless he -- you know, it just stands. If he wants to challenge it, he can try to do so, but he may be a little out of time.

MS. MILLER: Right. Thank you, Your Honor. So I can go more into those conversations with Mrs. Stanford if you'd like.

THE COURT: Absolutely.

MS. MILLER: And then also her brother, Mr. Otto, is here also to testify about having had similar conversations.

CYNTHIA STANFORD

having been first duly sworn by the Court Officer to tell the truth, the whole truth and nothing but the truth, was examined and testified upon her oath as follows:

DIRECT EXAMINATION

BY MS. MILLER:

Q. So, Mrs. Stanford -- and I'll go back into the background in a minute. So, Mrs. Stanford, you heard the statement that I made to the Court regarding communications from your husband --

A. Yes, ma'am.

Q. -- Mr. Stanford? Is he currently residing in Pensacola Beach in y'all's beach condo that's paid for?

A. Correct.

Q. Okay. Do you know anything about what he's doing down there with his time?

A. I have no idea.

Q. Okay. Has he, however, communicated with you from time to time since he left the residence in January of 2022?

A. Yes.

Q. And what method has he communicated with you?

A. Texts.

Q. Okay. And what types of things does he say in text messages?

A. He claims that the divorce is not valid. That the -- that Karla is not a real attorney. That she's a fake attorney. And that she is not following proper Florida law and, therefore, this isn't -- this isn't legal.

He also at one point sent me a text suggesting legal separation versus divorce. You know, I responded back, no, we needed to proceed with the divorce. You've been gone an extended period of time. Please get an attorney or contact Karla.

So there's numerous exchanges like that that went on. As time progressed, because he wasn't doing anything, some of his texts became a bit more directed, a little bit hostile, threatening. Improper language, shall we say. Or a hand gesture accompanying those texts. And they seemingly tended to coincide with an upcoming event.

So when one of these hearings were happening, the number of those texts coming toward me, like in the last three weeks, the amount of those that have come in --

THE COURT: I know you don't want to get into that, but tell me about the hand gestures in the texts. I guess you're talking about an emoji?

MRS. STANFORD: Uh-huh. It's an emoji that would use the middle finger.

THE COURT: Okay.

MRS. STANFORD: In repeated lines over and over and over again. And words like "eff you," except the full word, or, you know, eff you --

THE COURT: So he knows what's going on, in your opinion, based on what you've seen from his texts?

MRS. STANFORD: There's going to be a lot of forecasts for today, a lot of pain. Shit is about to hit the fan.

THE COURT: Okay. Well, it might. He might find that that's correct.

MS. MILLER: And, Your Honor, if you could look at Exhibit 1.

And if you could please hand this to the witness. Exhibit 1, several pages in, you'll see the text messages start. We didn't bring all the text messages. There's too many. So we picked these choice ones that specifically reference divorce attorneys, et cetera. It's about 10 pages in.

THE COURT: Let me get to that --

MS. MILLER: Yes, sir.

THE COURT: -- point.

MS. MILLER: Okay. Are you there?

BY MS. MILLER:

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Q. Okay. And, Mrs. Stanford, do you see a text message from your husband in the black box here, black balloon?

A. (Nods head).

Q. And what does that say? No, that's me. Excuse me. That's from me.

"Hello, Mr. Stanford. This is Karla Miller, Cynthia's divorce attorney. Please respond to our calls and our process servers. Otherwise, I will serve you via publication and we will seek a default judgment."

Did I read that accurately?

A. Correct.

Q. And did he respond: "What the heck is this, a default judgment? I have not been served and a threat is issued to me when I am down here in our condo. This is immoral. Who do you have for an attorney?"

That's -- he texted that to you, correct?

A. Correct.

Q. Okay. And did we end up actually not seeking a divorce by publication and instead seeking him to deem him served after we made several more attempts?

A. Correct.

Q. Okay. All right. Then if you turn the page, is there a text message from your husband that says something about electrical stuff?

"Then send me an e-mail of who you have lined up for divorce attorney. Send to willstan@comcast.net. I want to speak with them. I have a right to know what is going on and whom we, and I mean we" -- all caps -- "have chosen for a divorce attorney. It is a choice for both of us to divorce, not just you. Divorce is a choice between us" -- all caps -- "and I am feeling railroaded" -- all caps.

Did I read that accurately?

A. Correct.

Q. And then on the next page -- and to be clear, these are not necessarily consecutive text messages, correct?

A. There could be other things in there.

Q. Okay. We're just picking -- we had to pick a few so we don't sit here all day, right. Okay.

And then did he send you a text message that said: "Send the divorce papers so I don't have to deal with that house and can be free from your ardor and chastising and putting off getting the electrics fixed that are real and present danger. Did you not see the real bills I forwarded to you? Not make believe conspiracy. Wiring is not safe. Call sparks yourself now. Show some care for your husband. You take all my responsibility away and say I'm bad. Now you want to

manage the problem when you don't believe me. I'm fed up with it. You don't want to be alone but don't involve me in any more. Please send me a picture of the new water heater. The locks need to be rekeyed. New tumblers. No telling who has keys to that house."

Is that kind of the random stuff that he does sometimes?

A. Yes.

Q. Okay. And --

MS. MILLER: We've already marked those as part of Exhibit A, right?

THE COURT: Yes.

MS. MILLER: Okay. Thank you.

THE COURT: All of those are part of the Collective Exhibit Number 1.

MS. MILLER: And then part of that collective exhibit and my affidavit are also my e-mails to him.

BY MS. MILLER:

Q. Now, did you and your brother James Otto, who is sitting in the courtroom today, have an opportunity to actually visit Mr. Stanford in Pensacola?

A. Yes.

Q. And why?

A. We needed tax returns filed for 2021 and we had

already filed for an extension, and he refused to work with a CPA to execute them electronically. So we had to physically take a hard copy down to get him to execute it so that we could file before the extension deadline in October to get the tax refund.

Q. Was this very late -- you know, last minute kind of?

A. I'm sorry, I don't understand.

Q. Was that last minute? Was it close to October 15th?

A. Oh, yes, yes. We were -- I mean, this was middle of September, and we were approaching the October 13th extension deadline. So -- and if we didn't get them filed, we not only wouldn't get a refund. Or if I had to redo them separately, then it would have cost us substantially more money in federal taxes. So it was in our collective best interest to get them executed.

Q. Okay. So, to be clear, you had to drive almost eight hours to Pensacola, Florida, to do that?

A. Correct. My brother went with me. We drove down and back in one day.

THE COURT: Did he sign the documents?

MRS. STANFORD: He signed the tax returns, yes, but he wasn't --

THE COURT: Was this before or after

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the divorce was filed?
MRS. STANFORD: This was after the divorce was filed.
THE COURT: Did you discuss the divorce with him while you were down there?
MRS. STANFORD: He showed me where he had received the service, and I had made --
THE COURT: Now, tell me what -- tell me exactly what he showed you.
MRS. STANFORD: He pulled out the mailing envelopes that had -- that the process server had slid under the door and he pulled them out of the master bedroom closet and came out and said, "What are these?"
THE COURT: And did you look at "those," whatever "those" were?
MRS. STANFORD: Yes.
THE COURT: Was it the Complaint For Divorce?
MRS. STANFORD: I mean, I didn't look at the inside of them, but they were --
THE COURT: You didn't open them up and look at them?
MRS. STANFORD: I didn't open them up. He never really physically handed them to me. He just, like, waved them at me and showed them to me and said,

"What is this?"
MS. MILLER: Mr. Otto will be able to speak to that in a little bit more detail.
MRS. STANFORD: Because he was there too.
THE COURT: Okay.
BY MS. MILLER:
Q. And so did -- was he reticent about signing the tax return?
A. Yes.
Q. Did he say why?
A. Yes. He wanted to make sure he knew what they were. And before I went down there, I had told him I was coming specifically for the tax returns and we would only talk about the tax returns because of his constant rhetoric that Karla wasn't a real attorney and all that kind of stuff.
So to get the tax returns filed with the deadline coming up, I said, we're going to limit this to whatever. You can contact Karla. We can take the rest up later. He never followed through on that, but that's what happened when we went down there.
So he did execute them, but then he asked for them back again to look at them because he was afraid that maybe I had given him something else that wasn't just the tax returns to sign. I assured them they

weren't. He looked through them.
My brother looked at me because he was afraid that he might tear them up and then this whole trip would have been for nothing. But he didn't. He signed them. We filed the tax return. We got the return and then we left.
THE COURT: You've got a court reporter here, correct, today?
MS. MILLER: (Nods head).
THE COURT: I'm going to suggest, Ms. Miller -- I know it may be an expense for your client, but it may be some money well spent, that you have a transcript of today's hearing typed up.
MS. MILLER: Absolutely.
THE COURT: And attached as an exhibit to the Final Decree.
MS. MILLER: Yes, sir.
THE COURT: That may shore up any decision that I make based upon the testimony that is given today and provide an appellate court, if there ever is a challenge, the basis for why we did what we did.
MS. MILLER: Thank you, Your Honor. And attaching that to that might also help Mr. Stanford understand what happened and maybe he'll handle things

better from now on. Because we have a lot of work to do to get this marital estate divided. Not you. I mean --
THE COURT: Oh, I know.
MS. MILLER: -- depending on what you do, we've got a lot of retirement accounts and things, and I'll get into that in a few minutes.
Is Your Honor satisfied with the testimony from Mrs. Stanford regarding the service of process issue?
THE COURT: I am. Let me go ahead and next address the issues of inappropriate marital conduct --
MS. MILLER: Yes, sir.
THE COURT: -- and then we can talk about the property.
MS. MILLER: Yes, sir.
BY MS. MILLER:
Q. Now, Mrs. Stanford, how long have you and Mr. Stanford been married?
A. It will be 38 years on June the 9th.
Q. And you don't have any minor children anymore, correct?
A. No.
Q. Thank goodness, right?
A. Uh-huh.

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Q. Now, you have a beautiful daughter Meghan, correct?

A. I do. She is 25.

Q. Okay. And so the Court wants to understand what some of the issues of Mr. Stanford's inappropriate marital conduct was during the marriage. Can you give him a little nutshell of that?

A. Yeah. Well, he left what we would consider the marital bed prior to 2015 and basically moved into the finished out basement of our home in Georgia where we lived at the time, and that's where he stayed most of the time.

Two, over the course of the marriage in various times, there were alcohol abuse in earlier years. And ongoing throughout the marriage, there was pornography, which was a huge issue for me and was something that I said I was not comfortable staying in the marriage if that continued, and it kept resurfacing.

Q. And when you say "pornography," could you be, like, a little bit more specific? I don't necessarily mean about what kind, but like -- but how did you find out? Was he viewing it on the computer a lot? How did you know? What was going on? Was it his behavior change?

A. I found CDs that had labels on them. I found

other things in the house that would suggest.

Q. Okay.

THE COURT: Like what? I mean, I know you don't want to talk about this, but I need to hear it. You don't need to describe in detail -- graphic detail, but --

MRS. STANFORD: Generically, let's call them sex toys.

THE COURT: Okay.

BY MR. MILLER:

Q. Were those things -- sorry to talk about it.

A. They're not things between the two of us, no.

Q. Okay. All right. Okay. Move on. You can move on from pornography. Next.

A. I asked him to go back to work when our daughter got old enough where she did not need a stay-at-home parent on after work hours and had her own car, driver's license, and could drive. He refused to consider that.

Q. And let's back up and explain to the Court. Your arrangement in that regard was a little bit non-traditional, correct?

A. Correct.

Q. Okay. Could you explain to the Court what the arrangement was once your daughter was born and your career was taking off.

A. I was 38 when our daughter was born, one and only child, and he was 40. And I was well established in my career, and I had to travel a lot with that career. And so at first he was still working, but I was working. She was going to child development. I was carrying all the responsibilities of the house as well -- the house, the grocery shopping -- and I was virtually getting no sleep. And I said, it's not sustainable.

So I said, "either we'll adjust our lifestyle and live on what you can make and I'll do all the stuff at home, or I can work and you can take on more of the parenting -- day parenting and domestic responsibilities."

And he said, "well, that's really easy. You make a lot more money than I do, so I'll be the stay-at-home parent." And that's how that was at that point in time.

THE COURT: What type of work did you do?

MRS. STANFORD: Banking.

THE COURT: Okay.

BY MS. MILLER:

Q. And were you at a high executive level within some banking institutions regarding commercial real estate?

A. Yeah. Managing director, SVP, Executive Vice

President at one point, working for financial institutions; Wells Fargo and Legacy Banks through Wachovia, Bank of America, Legacy, NCNB, Nations Bank.

Q. Okay. And your daughter is 25. So she's had a driver's license for about nine years, right?

A. Oh, yeah. She got her driver's license the day she turned legal.

Q. So did I.

And so even since then, since nine years ago, your husband, according to your testimony, has refused to get a job. You don't know what he's doing in Pensacola, --

A. Right.

Q. -- but he's refused to get a job up to the point where he moved out in January of 2022?

A. Correct.

Q. And to be fair, have you always been the primary breadwinner?

A. Yes.

Q. And but as -- how old are you, Mrs. Stanford?

A. 62.

Q. And how old is he?

A. He's 64.

Q. Okay. So he'll be 65 next March, won't he?

A. Correct.

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Q. Okay. So neither of us is getting any younger, correct?
A. **Correct.**
Q. Did -- is that one reason that you were seeking out for him to contribute financially to the marriage so there would be less pressure on you?
A. **Yes.**
Q. Explain that to the Court.
A. **Well, as you age -- also in the financial services industry and at the level I was at, there were mergers and acquisitions. And because of that, there were sometimes, you know, two of us in a position, a merger, somebody is not going to win out.**

So my job security both based on my age and what was going on in the industry was becoming less and less stable. And so my request was so that we had backup, you know, and it wasn't given that I would be able to sustain that level of income to support the lifestyle or even for us to live on in perpetuity.

Plus the stress level was pretty immense going through time after time after time. So I would have liked more flexibility to pull back a little bit and not have to bear the full burden, and he did not see it that way.

THE COURT: What did he do before you

became a primary domestic part -- parent?

MRS. STANFORD: He was in retail sales and pharmaceutical sales.

THE COURT: Okay.

BY MS. MILLER:

Q. Do you and Mr. Stanford, do y'all hold the same degree from University of Tennessee?
A. **We do.**
Q. Okay. In other words, Bachelor of Science in Marketing or Business?
A. **Bachelor of Science from University of Tennessee and both were in the business school.**
Q. Okay. All right.
A. **Undergraduate degrees.**
Q. Okay. But fortunately, your career took off. And as a result, you parties have amassed a fine marital estate, have you not?
A. **We have.**
Q. Okay. Let's get through with our -- the other examples of inappropriate marital conduct. You may be through those.

You had already mentioned he moved out of the residence in January of 2022 --

A. **Correct.**
Q. -- and just left and went to the beach, right?

A. **Right.**
Q. And to be clear, that's -- that wasn't something y'all agreed to do, correct?
A. **Correct.**
Q. How did that come about? How did you learn that he was leaving?
A. **I was coming back. I had been with my sister to go get my hair cut and colored on a Saturday. Came back. And when I walked in the house, he was packing all of his stuff into the MDX and said, "I'm tired of this house, I'm tired of you, and I'm going to the condo, and you and your sister just have a grand ol' time."**

He was mad that I had not left a note telling him that morning when I left that I was going to get my hair cut and what time I was going to be back.

Q. Okay. But didn't you do that about every six weeks?
A. **Yes.**
Q. Okay. And did you have your phone with you?
A. **Yes.**
Q. Did he text you and ask you?
A. **No.**
Q. Okay. All right. So speaking of that Acura MDX, how did that come to be acquired?

A. **Well, he went out and bought an Acura, a newer version of an Acura. Got a good deal on it, but a newer version of an Acura one day while I was at work. I came home and it was just sitting in the driveway.**
Q. Did he pay cash for it?
A. **Yeah.**
Q. About how much was it?
A. **At the time, I don't know, 50-, 55,000. It was a brand new one.**
Q. Okay. So he just went to the car dealership one day and drove back with an almost new car for 55 grand?
A. **Yeah. Well, he told me he was looking at them, and we had talked about it, but we hadn't agreed that we were going -- he just, you know, during the day or whatever.**

And then I came home from work one day and I thought he was maybe taking one for a dealer demo or something like that. And he said, "No, I bought it."

Q. Okay. And whose name did he put that in?
A. **His.**
Q. Does he still have that vehicle?
A. **Yes. That is the car he took and went to Florida.**
Q. Okay. All right. Any other instances of inappropriate marital conduct that we have not covered

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considering our time?
A. No. We've covered the ones that --
Q. Okay.
MS. MILLER: Does Your Honor need to hear anything more about those -- about inappropriate marital conduct?
THE COURT: No.
MS. MILLER: Okay. Thank you.
Just one moment. I want to make sure I'm not repeating.
BY MS. MILLER:
Q. Now, as a result of your efforts as the primary wage earner, were you able to save a lot of money in retirement accounts and have brokerage accounts and pay off both of your homes, that Florida condo, as well as your home in -- is it in Brandywine?
A. No. Yes, Brandywine Pointe.
Q. Brandywine Pointe. Okay.
MS. MILLER: And so, Your Honor, we have prepared an asset and liability listing. Hold on one second.
Okay. There are two documents that have been handed to the client and to Your Honor. One is Stanford v. Stanford Retirement and Brokerage Accounts. And then one is Stanford v. Stanford Additional Accounts

and Credit Cards. Which one --
THE COURT: Hold up just a second.
MS. MILLER: Right.
THE COURT: Just one second.
MS. MILLER: Which one is marked as which?
THE COURT: I was going to tell you.
All right. The Stanford and Stanford Additional Accounts and Credit Cards is Exhibit Number 4. And the Stanford and Stanford Brokerage and Retirement Accounts is Exhibit Number 5.
MS. MILLER: Okay. Thank you.
(Exhibit Nos. 4 and 5 admitted into evidence).
BY MS. MILLER:
Q. All right. Let's start with Exhibit Number 5, just to go through a little bit more chronologically.
So do you and your husband have joint brokerage accounts that are represented at the top of this Exhibit 5 with Wells Fargo?
A. We do.
Q. And are the balances there as of yesterday?
A. Yes.
Q. And so I did the math on that. Does that appear to come to a total -- we call it taxable assets -- of

$1,325,728?
A. Correct.
Q. Okay. All right. And then we have retirement accounts and tax deferred assets listed next. Are all of these in your name except for the IRA that's your husband's in the amount of $81,708?
A. Correct.
Q. And that's the value we have from the statement that you were able to get that came in April of 2023, correct?
A. Correct.
Q. So that was the value as of April 30th?
A. Correct.
Q. Okay. Now, despite the fact that the majority -- the vast majority of these -- there's an HSA also. But these IRAs and 401(k)s are in your name, you understand those are marital assets, correct?
A. Correct.
Q. Pretty much everything that you guys have was acquired during the marriage, correct?
A. Correct.
Q. Okay. And we're going to take a pause on that for a moment. Let's look at the -- Exhibit 4, which is Stanford v. Stanford Additional Accounts and Credit Cards.

Do you also -- are these just kind of your ongoing using for household things, checking accounts, et cetera?
A. Correct.
Q. Okay. I see there's a Wells Fargo checking with $17,348. We're asking that be awarded to you.
MS. MILLER: This is part of the overall property division, Judge. We just wanted that particular account to go to her.
BY MS. MILLER:
Q. And is that the account that pretty much all your -- like your auto drafts and things like that come out of for your home and different things?
A. Correct.
Q. Okay. And then there's a small Wells Fargo checking with a little over $100 in it. Do you want that just so you can get rid of it?
A. Yes.
Q. Okay. All right. And then there's also a small checking account with $149.15 in it. Tell me about that.
A. That was left over that I used for business reimbursement account.
Q. Okay. All right. So you're just asking to award that to you and to put it on your side of the balance

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sheet?
A. **Right.**
Q. All right. Then we've got this Bank of America checking with $6,997. Are we asking that that be awarded to your husband?
A. **Yes.**
Q. And put on his side of the balance sheet?
A. **Yes.**
Q. And what is this account typically used for?
A. **This account was set up to take care of reoccurring expenses dealing with the condo where he's currently residing. Specifically, the Gulf Power bill is tied to that account and is auto drafted that pays the power bill every month.**
Q. Okay. And there -- he can pay other bills out of that money. You're saying he can have that account. His name is on it.
A. **He can have that account. But since it's set up to pay the power bill automatically, that gives him -- nothing has to change there other than my name needs to come off of it.**
Q. Right. Okay. And we'll get to the logistics of how to get your name off of things without his participation shortly.
Okay. So then I see there's a Pinnacle checking

account that you want to be awarded in the amount of $93,852?
A. **Correct.**
Q. Okay. All right. Again, on your side of the balance sheet. Okay. All right.
And then I see we have a couple of accounts that are Meghan's. Do they both have your name on them or just the savings accounts?
A. **No. They both have my name on them. She's our daughter. And just if something were to happen to her, to make sure there's somebody else who can have access to the account. Plus they were established early till she was able to be more independent and out on her own, and I've just never taken my name off of them.**
Q. Okay. So let me just ask, do you use these accounts for any types of purchases for yourself?
A. **No.**
Q. Okay. So you consider these her accounts?
A. **Oh, yes.**
Q. And is Mr. Stanford aware of these accounts?
A. **Yes.**
Q. Okay. All right. And did he ever have an objection to you having your name on there with Meghan?
A. **No.**
Q. Okay. Are you asking that the Court award these

to -- well, to Meghan, if he can, but for you to give to Meghan?
A. **Yes.**
Q. Okay.
A. **My name can come off, and they're Megan's.**
Q. Right. And are you asking the Court to not count those on your side of the balance sheet?
A. **Correct.**
Q. Okay. All right. Then as far as debts, you guys don't have debt, do you?
A. **No.**
Q. Okay. So then I see you have an Aviator Master credit card -- Aviator Mastercard that's joint, and it has a current balance to you of $6,623.54?
A. **Correct.**
Q. Do you both use that card?
A. **Yes.**
Q. And is that just kind of ongoing household expenses and personal expenses?
A. **Correct.**
Q. All right. And have you been paying that off every month --
A. **Yes.**
Q. -- while Mr. Stanford has been hanging out at the beach?

A. **Yes.**
Q. Okay. All right. And are you proposing to the Court that that -- that, actually, all three of these, both -- all three credit cards -- and I'll get to the other two in a second -- just be paid off the marital estate before we figure out --
A. **Correct.**
Q. -- who gets what percentage? Okay. Because -- all right. Again, you have historically paid these off every month and they're for the both of your benefits?
A. **Correct.**
Q. Let's go to the next one, the Prime credit card. That's your husband's sole credit card, correct?
A. **Correct.**
Q. And the current due on that is $230.45?
A. **Correct.**
Q. And then you have a Southwest credit card in your sole name in the amount of $4,867.69?
A. **Correct.**
Q. All right. And are you -- I mean, are you just asking that all three of these cards be paid off and then you start a clean slate for the July statement?
A. **Correct.**
Q. Okay.
THE COURT: Where are you going to --

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how -- when you say "pay it off the top," where is the money going to come from, which account?
MRS. STANFORD: The money comes from the 8624 Wells Fargo checking account.
THE COURT: 8624.
MS. MILLER: You mean 8623?
MRS. STANFORD: I mean, sorry, 8623.
THE COURT: Okay.
MS. MILLER: Is that the 17,000 --
THE COURT: I didn't see an 8624.
MRS. STANFORD: Yeah. Sorry.
THE COURT: That's all right. You know, those bankers, you've got to watch them.
MRS. STANFORD: And I was in banking mostly.
THE COURT: All right. Now, how are you going to notify him that the -- you're closing -- he's using that joint credit card, right?
MRS. STANFORD: Correct.
MS. MILLER: Well, you know, if he would participate, but --
THE COURT: I'm not -- I'm just thinking out loud.
MS. MILLER: Well, exactly. And we thought out loud for several hours yesterday, and here's

kind of what our thoughts were on this.
She does not want to cut off this man just because today she gets a divorce and she doesn't have to, you know, send this money for that card or whatever. We think 60 days to get that cleared up is reasonable. We just want to be clear in the order, subject to Your Honor's ruling on that, that any charges accrued after the June billing cycle that are in the next billing cycle are to whoever puts them on the card.
So she's not planning on using this card, the Aviator Federal Credit -- no. Yeah, the Aviator Mastercard. Sorry. She's not planning on using that card after this. So we just want it clear that if he uses it, he's responsible, and that the order needs to say it should be closed if her name can't just be removed.
And I was going to propose a power of attorney for her to accomplish that for a strictly limited purpose of A, B, and C items.
THE COURT: Power of attorney for her -- to grant her power of attorney for him?
MS. MILLER: For him. Just to get her name off the accounts.
THE COURT: I don't think we can do that.

MS. MILLER: Understood. We'll talk about that later, okay.
THE COURT: I don't think I have the authority to tell her to sign a power -- he would have to sign the power of attorney.
MS. MILLER: Okay.
THE COURT: I guess, theoretically, I could -- there's some old case law that talks about requiring a clerk to sign certain documents. Typically done in real estate transactions in a divorce involving real property where if one party won't sign it, there's some old case law that allows the Court to order the Clerk of the Court, in this case Joseph Day or his designee, to sign deeds based upon a court order that would back up the signature, but I'm not sure I can do that in a power of attorney.
MS. MILLER: Okay.
THE COURT: Now, you can teach me that I'm wrong about that.
MS. MILLER: We were spit balling this yesterday and that's -- I was thinking outside the box and that's what I came up with. And -- because here's the thing: It may end up being okay because the -- part of the reason that we're -- that we -- that I came up with that idea was I've been talking to her financial

advisor -- her and her husband's financial advisor that handles the majority of his money. And all the brokerage accounts are with a different advisor, Wells Fargo, who are different than the more local situation that she has with retirement assets. And they are -- you know, bureaucracy in themselves, which, of course, they should be. But they're not just going to be able to divide up accounts that have his name on them.
Now, they could -- they could sell them, but these are all in stocks. So, you know --
THE COURT: If they sell them, then there's gains that will have to be dealt with, yeah.
MS. MILLER: Capital gains. So we may have to revisit that shortly, or we just may have to let the chips fall where they may and, perhaps, Mr. --
THE COURT: Right now neither of these parties work, correct?
MS. MILLER: Oh, okay. Let me get there. Thank you.
BY MS. MILLER:
Q. Mrs. Stanford, have you always worked until February of 2022?
A. Yes.
Q. I mean, as an adult?
A. Yes, as an adult there -- due to --

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THE COURT: I understand that, but are you working currently?

MS. MILLER: That's what I'm trying to get to.

BY MS. MILLER:

Q. Okay. Mr. Stanford left the house in January of 2022, right?

A. **Correct.**

Q. When did you lose your job that you had then?

A. **A month later, February.**

Q. Okay. And have you worked since then?

A. **No.**

Q. Okay. Did you file for unemployment?

A. **No.**

Q. Were you able to support yourself and Mr. Stanford without doing that?

A. **Yes.**

Q. And have you since obtained employment?

A. **Yes.**

Q. And when do you start that?

A. **On Monday, the 12th.**

Q. Okay. And what is your annual salary going to be?

A. **165,000.**

Q. Okay. Is that substantially less than you've

historically made?

A. **Yes.**

Q. Okay. Are you happy to have that position, though?

A. **Yes.**

Q. And are you -- is that going to enable you to work remotely?

A. **I'll work remote and travel.**

Q. Okay. All right. And let's get back to -- well, no. Let's see.

MS. MILLER: Did you have any other questions about the -- about her work?

THE COURT: Well, not right now, but we'll talk about that as we go on. Keep going. Go ahead.

MS. MILLER: Okay. Thank you. Let me check my notes here. I'm doing it freestyle, so I've covered as much as...

BY MS. MILLER:

Q. Okay. So let's go back to you have a marital residence on Robards in --

A. **Yes.**

Q. Is that Robards Circle?

A. **Robards Circle.**

Q. Okay. In Brandywine Pointe?

A. **Uh-huh.**

Q. And we've listed -- I don't think we have it on there, actually. Do you believe that the approximate value of that is somewhere between -- "as is" -- if you were to sell it "as is", it would be somewhere between 800- and 900,000?

A. **Yes.**

Q. Okay. And the condo at Pensacola Beach, what do you believe the approximate value of that is?

A. **Probably around 800,000.**

Q. Okay. And just for the Court's information, I printed off a picture of that listing, Mrs. Stanford. It's -- this is not -- this is not your condo, correct?

A. **No.**

Q. Okay. Is this a Zillow listing for a condo that's virtually identical to yours in floor plan, views, and everything of the gulf, or the sound?

A. **Same floor plan, same view of the sound, different tower.**

Q. Okay. Got you. All right. Well, there's two towers, right?

A. **Four -- five towers.**

Q. Oh. That's a lot bigger place than I knew. Okay. They have this listed for -- for eight seventy-nine nine, don't they?

A. **Correct.**

Q. Okay. So are you proposing that the value of the Pensacola condo is somewhere between 8- and 900,000?

A. **Correct. And would note that our condo comes with two parking spots. The parking spots go legally with the condo. This one states it has one parking space.**

Q. Okay.

A. **Ours has two. That would indicate more value.**

Q. Okay. All right. Okay. So are you asking the Court to award the condo to Mr. Stanford since he's squatting there anyway?

A. **Yes.**

Q. And are you asking the Court to award you the house on Robards Circle?

A. **Yes.**

THE COURT: Are both currently jointly titled?

MRS. STANFORD: Yes.

THE COURT: Okay.

MS. MILLER: This is the little bit dicey part.

MRS. STANFORD: Yes, Your Honor.

THE COURT: No, it's not. That's not dicey at all.

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MS. MILLER: Okay. You can record the decree.

THE COURT: Well, you can. But what you will need to do -- just like I told someone earlier -- I don't know about Florida because I don't -- I've never practiced law in Florida, so you may need to consult with a Florida real estate attorney.

MS. MILLER: I will, Your Honor.

THE COURT: If you record an adequate legal description with a derivation clause --

MS. MILLER: Yes. And we will.

THE COURT: Apparently, I need to teach some younger lawyers what a derivation clause is. They may not know what that is, but I do.

MS. MILLER: I spoke at a seminar recently and asked does everybody know what a derivation clause was, and it was crickets.

THE COURT: Yeah. This is how you acquired the properties. It's pretty basic stuff. I mean, I did search titles in my first year of practicing law, and so I learned about derivation clauses and what a red oak pointer was and what meandering along the creek is in a property description.

The -- but in Tennessee, as I understand the law, if you put an adequate property description, which

includes a derivation clause, that either the divorce decree, or an abstract -- which is cheaper, because you don't have to include all the other pages -- the divorce decree can be filed and can actually transfer title to the property from one party to another.

MS. MILLER: Yes.

THE COURT: That we can fix.

MS. MILLER: Yes.

THE COURT: Now, that may not be true with some of these other accounts, but --

MS. MILLER: Correct.

THE COURT: -- we can fix that part. We can -- well, not fix it. There's nothing broken, but we can deal with that.

MS. MILLER: So would that basically mean if they don't have a similar provision in Florida, her name will just stay on that condo and he can't do anything with it.

THE COURT: He has to be nice to her if he wants to try to sell it.

MS. MILLER: All right. Okay.

THE COURT: He may have to be real nice.

MS. MILLER: Exactly.

(Exhibit No. 6 admitted into evidence).

BY MS. MILLER:

Q. All right. And so, you know, you're considering those as far as value to be kind of a wash, right?

A. **Correct.**

Q. Okay. Do you have health insurance for both you and Mr. Stanford?

A. **Yes, right now. I went on and purchased a health insurance policy since I was not -- currently not gainfully employed yet.**

Q. Okay. And so you didn't do a COBRA thing from Pinnacle when you lost that job?

A. **I did not.**

Q. Okay. So is -- so you and Mr. Stanford are covered on that?

A. **Correct.**

Q. Do you also have, like, a vision/dental thing with United Healthcare?

A. **Yes.**

Q. And so this is not the type of insurance that's through an employer. So it's not going to automatically terminate upon the entry of this divorce decree, or do you know yet?

A. **I don't know for sure. I would have to contact. The health insurance is through Pivot Health, and the dental/vision is through United Healthcare Golden Rule.**

Q. But is it your plan to make sure that Mr. Stanford does not lose any coverage?

A. **Correct.**

Q. That you will just do what it takes to get you off of that policy?

A. **Right.**

Q. Since y'all probably can't be on the same policy when you're no longer married?

A. **Correct.**

Q. But then they would -- he would be able to perpetuate his policy. And again, these are the kinds of things we want to give him time to be aware of that so he doesn't have a lapse in coverage?

A. **It would be my intent to help him perpetuate that coverage. Or if he elected, he could choose to go out, I think, subject to law and find his own insurance if he thought there was something better.**

Q. But you're willing for him to keep this?

A. **Oh, yeah.**

Q. And --

THE COURT: But he's the one who will have to pay for it.

MRS. STANFORD: Right, right. He could keep -- yes, absolutely. My intention would be for him to have insurance.

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MS. MILLER: Okay.
MRS. STANFORD: That or his choice of something different.
THE COURT: And how old is he now?
MRS. STANFORD: He's 64.
THE COURT: So when will he be 65?
MRS. STANFORD: In March of next year.
MS. MILLER: So he's going to be Medicare soon.
THE COURT: So he'll qualify for Medicare benefits at that time?
MRS. STANFORD: Yes, Your Honor. And actually, the way it is worded in this type of insurance is when you do qualify, the insurance -- it's like a term. It goes away. And assuming you're going to go to Medicare.
THE COURT: Well, if he's smart and gets Medicare, he ought to get a Medicare supplement plan.
MRS. STANFORD: Right.
THE COURT: You can't make him do that, but --
MRS. STANFORD: Right.
BY MS. MILLER:
Q. Is this the type of thing that -- with that seven

thousand -- with that $6,997 account, that you could actually, when you take yourself off, could set up an auto draft from that so he doesn't lapse the payment of the premium?
THE COURT: Well, but that's his money. Once they're divorced, I'm not going to --
MS. MILLER: Okay. I --
THE COURT: Not out of the policy --
MS. MILLER: We're trying to be good here. We're not trying to --
THE COURT: Now, she can pay it out of her account that's awarded to her, but I'm not going to make her pay it out of an account awarded to him.
MS. MILLER: Okay.
THE COURT: He'll have to make that choice himself.
MS. MILLER: Okay. So --
THE COURT: And if he makes a bad choice, then he makes a bad choice.
MS. MILLER: Follow you, Your Honor.
BY MS. MILLER:
Q. Okay. Then -- okay. Let's talk about the 2022 taxes. Are you worried that you're going to be in a similar situation and you'll have to jump through hoops to get Mr. Stanford to sign the tax returns for 2022?

A. Yes.
Q. What do you want the Court to do about that?
THE COURT: Let me tell you what I think I can and can't do.
MS. MILLER: Okay.
MRS. STANFORD: Okay.
THE COURT: Okay? I think the only thing I can tell Mrs. Stanford is she's welcome to file separately, and whatever tax consequences that poses for either of you, that's -- I don't think I can order him to pay -- for you and he to file jointly. If he chooses not to, I think that's his right. If he doesn't want to do that, I don't think I can make him do anything.
You know, my basic understanding of tax law, which is not great, is that your marital status is determined by what your marital status is on December 31 of that year at midnight. So if you're divorced any time in 2023, you're divorced for all of 2023. You'll file your tax returns.
Now, for 2022, married filing separately may be your only choice. I don't know. But since you weren't working much in 2022, you need to talk to your tax advisor about how to deal with income from these various retirement accounts, or taxable accounts, because I'm sure there is -- you've got $1.3 million in

taxable accounts. You've got income coming out of that in some fashion.
And I just -- I think you're going to have to fight with the IRS through your tax folks. I'm sure you don't -- hopefully, you don't do your own tax returns.
MRS. STANFORD: (Shakes head).
THE COURT: I wouldn't.
MS. MILLER: Your Honor, she did contact her CPA Katie Gribble.
THE COURT: Okay.
MS. MILLER: And I just handed to the Court an e-mail to Mrs. Stanford from Ms. Gribble that says they would get a refund of approximately $2,400 with a return if they file married together.
If they file separately, they would both owe. She would owe a thousand twenty-two and Mr. Stanford would owe $650. So I just --
(Exhibit No. 7 admitted into evidence).
THE COURT: You can talk to him. And if he back talks or says, "I don't want to deal with that," then say, "fine."
MRS. STANFORD: Okay.
THE COURT: He can't make you file a joint return. You can't make him file a joint return.

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If y'all agreed, I'd put it in the order. But as an agreement.

MS. MILLER: But it's to the tax consequence, it says that she's going to owe, can we do anything about that?

THE COURT: No.

MS. MILLER: Okay. Fine.

THE COURT: Not really. I mean, this is -- it's not enough money in the big scheme of things.

MS. MILLER: Okay.

THE COURT: I mean, yeah, it's going to cost you a thousand dollars. Probably worth the aggra -- not having the aggravation of driving down there for eight hours or flying down there and dealing with him. You know, some things are just not worth the fight.

MRS. STANFORD: Yeah. But that now is around 2,400 because I'll be -- well, around 4,000 because I will be foregoing or will be foregoing a refund --

THE COURT: Right.

MRS. STANFORD: -- instead of both having to pay more in taxes.

THE COURT: Well, I understand it makes sense, but --

MRS. STANFORD: But I get what you're saying.

THE COURT: Yeah. But I think at some point in time --

MRS. STANFORD: Yeah.

THE COURT: -- there's a "I don't have to deal with this" factor that, to me, makes sense.

And I'm not sure -- again, my dilemma is I'm not sure what authority I have under the federal tax code to order him to file it jointly. And what if he doesn't do it, am I going to put him in jail for not doing that? I'm not sure I can.

MS. MILLER: I don't think you can.

THE COURT: So if you and he agreed to file it jointly, I'm not going to stop you. But if he won't, then I just think you're going to have to --

MRS. STANFORD: File separately.

THE COURT: -- file separately in October or whenever the filing deadline is.

MRS. Stanford: Actually, they can probably -- they're ready to go right now jointly, and so they can probably flip them around.

THE COURT: Well, yeah. I mean, if he -- if he'll file them jointly -- if he'll agree to do it, then that's great. I don't have any problem with

y'all doing it.

I think the 2022 taxes would be dependent on what the parties can agree on. If they agree to file them jointly, that's -- the Court doesn't have any problem with that. If he won't agree to do it jointly, then you can file separately. Just do it.

MRS. STANFORD: Okay.

BY MS. MILLER:

Q. (Passes document). Okay. And I've just handed you a document. Does this spreadsheet reflect the vehicles that you and Mr. Stanford own?

A. **Correct.**

Q. All right. And so in Mr. Stanford's name only, as we discussed a little while ago, is this Acura MDX and your est -- you put your estimated values down here, correct?

A. **Correct.**

Q. Okay. And then the Toyota, is that the Toyota that you drive?

A. **Correct.**

Q. Okay. Is that a Solara?

A. **Solara.**

Q. Okay. And --

THE COURT: Convertible?

MRS. STANFORD: Convertible.

BY MS. MILLER:

Q. -- that's a 2004?

A. **Yes, 2004.**

Q. Okay. Are you needing a new car?

A. **Oh, yes.**

Q. Okay. So then you also have a Nissan 350Z?

A. **Correct.**

Q. And in whose possession is that?

A. **It's physically at my house at Robards. It's titled in both of our names.**

Q. Okay. Do you have all the sets of keys to it?

A. **He -- none of this is really funny.**

Q. No.

A. **But if you are going to laugh about something, this is something to laugh about. Because after he was mad and my sister dropped me off from the haircut, he got in the car and drove off. I called her upset to say, "You won't believe what just happened," blah, blah, blah, blah. She comes over to try to see me.**

While we're talking, he comes back to the house, walks in and takes the keys to the Z. Left the car there but took the keys to the Z. So I couldn't drive the Z.

So with my brother's help -- because I'm not a mechanical person. I'm a banker -- figured out how to

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call a locksmith person and get a set of keys so that I could at least operate the Z. So that's the --

THE COURT: I was going to say, you can fix that. That's fixable.

MRS. STANFORD: That's why they're laughing.

THE COURT: So you have keys to the Z?

MRS. STANFORD: I do now.

MS. MILLER: I didn't know if she did or not. I hadn't gotten that deep. I was talking with one other person yesterday about it.

THE COURT: So are you asking for the -- for him to be awarded the Acura and you to be awarded the other three vehicles?

MRS. STANFORD: Yes. Since those are the ones that are sitting in my residence.

THE COURT: That's fine.

MRS. STANFORD: And they're fairly old. The Jeep was our daughter's.

THE COURT: Okay. The -- I don't have any problem with that.

MRS. STANFORD: She has a new car.

MS. MILLER: All right.

THE COURT: The only reason I asked about the Solara, my wife had one. Hers was like a

2002.

MS. MILLER: What number are we on, Your Honor?

THE COURT: That's exhibit --

MRS. STANFORD: Was it a convertible?

THE COURT: Yeah. Oh, yeah.

MRS. STANFORD: White?

THE COURT: No. Gray with black top.

MRS. STANFORD: Oh, yeah. Mine's white with a camel top.

THE COURT: I know the model. Just, basically, it's a Camry coupe with a convertible top.

MRS. STANFORD: Exactly.

THE COURT: But they don't make it anymore.

MRS. STANFORD: They don't. It's a cool car.

(Exhibit No. 8 admitted into evidence).

BY MS. MILLER:

Q. Okay. All right. Now, let's discuss -- I don't know where we are. Let's discuss what you propose is an equitable division of this marital estate.

A. Okay.

Q. And let's back up a little bit about Mr. Stanford's contribution, so to speak, as the

homemaker or caregiver, et cetera.

How old was Meghan when you and Mr. Stanford decided on the arrangement where you would be the primary breadwinner and he would stay at home with Meghan?

A. The first step was he was going to go part-time, which he did, and that was when she was about nine months old.

Q. Okay. All right.

A. And then he was totally stopped working when she was about two and a half.

Q. And why did he totally stop working?

A. Again, because he wasn't really making that much money and the household factor and, frankly, he wasn't still doing as many things as I needed him to do. And so I'm like, you need to step it up a little bit while I can't do it, blah, blah, blah.

And by the way, she went to child development centers the whole time as well, even though he was a stay-at-home parent. I was fine with that because I felt like she was learning and she was well cared for and the only child, but I'm just making note that she did go from the time she was -- that never stopped, even when he quit working.

Q. Okay. All right. And at the time that all this

is happening, and subsequent to that while your career is taking off, how many hours a week were you working?

A. Oh, easily 70, 80 plus. It was not uncommon for me to be, you know, getting up at 4:00 in the morning to get on an airplane to go on a trip, spend a whole day, and sometimes even a day trip, and come home at midnight.

I had flight attendants at times look at me and go, "weren't you just on the flight" when I would go back and forth to the west coast.

So you had to factor in the travel time, plus working both east coast/west coast hours. There were periods of time where I probably got maybe three or four hours of sleep at night for long periods of time.

Q. And did this take a toll on you mentally?

A. Oh, yeah.

Q. Tell the Court about that.

A. Well, it just kept intensifying because, you know, to get the job done and less resources and cover and being asked to take on greater assignments. So, no, I eventually got to where it was -- I would get about 15 hours of sleep a week.

Because when I would come back home, I wanted to be a very present mom to our daughter. And so whatever activities she was doing from a small child on into

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teenage on the weekends, I was very actively involved in that as well. So I just sort of -- my life revolved around the job to bring home the money and caring for her and the family when I wasn't at work.

Q. Well, and when that was happening and you were traveling and you would come back, what did Mr. Stanford do?

A. Well, he -- you know, when I would come back in, it was kind of like, okay, you know, I now have my free time. So if it was when she was smaller, I would, you know, watch cartoons and play tea with her and do whatever on the weekends.

When she was older and she was in competitive dance, I would do those things with her, or, you know, participate in whatever activities she had going on.

Q. So you also participated in the child rearing of Meghan, even when you were --

A. Oh, yes, very much so. I mean, I asked her because I was always concerned that she felt like I wasn't a present mom, and she would state to me, "Mom, you're more engaged in my life than a lot of my friend's moms do that don't work."

Q. And were you able to do some of the things, like taking her to the doctor and things like that?

A. I would always try to arrange my schedule, even

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if she's not -- it wasn't always possible if I was out of town. But if I was in town, I would do the best I could to always do that and also make sure I was at her school events.

So -- and if I needed to make up for it, I would just work later in the night. Or, you know, before flex working was really in, I would just do it. It wasn't uncommon for me to be at the bank building at midnight, or whatever it took to -- if I had to leave to do something and come back to get it done. Now we can work remotely, but that wasn't always the case.

Q. Right, right. And so --

A. And I was getting -- I mean, back to what -- the number of years by the time I started asking him -- because I was getting older, the work was getting -- continuing to get more intense. We had less support help. So you were at an executive level, but you were asked to take on more workloads. So traveling the country.

To sustain that level of income was becoming tougher and tougher for me. And so I was getting burned out, tired, fatigued, stressed. And so because of all that was another reason why I wanted him to step up a little bit. And one day he said to me -- I said, "I really need you to help here because I don't know that I

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can keep doing this."

And he looked around -- we lived in our Georgia house -- and he said, "Are you really going to make us give all this up?"

And I said, "I just don't know how much longer I can do it."

Now, that was probably a good ten -- I mean, I have kept doing it, but...

Q. And has Mr. -- have you had other conversations with Mr. Stanford about that?

A. Yes.

Q. Give the Court other ideas about his response.

A. Well, we agreed that I could be stay at home, so I'm entitled to stay home and not have to work.

Q. Okay. And was it your intention for Mr. Stanford to never go back to work again --

A. No.

Q. -- after Meghan at least turned 16?

A. No. I repeatedly said when she got old enough, you know, he can always go back to work. In my view, it's not random that we ended up with a house in Nashville and a condo in Pensacola. His family is from Pensacola.

The condo was bought to be a second home for both -- all families to use, but also to be close to his

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family. And then once our daughter got old enough and leave eventually and then a job situation occurred, then we would move back here to Nashville where my family is so that we would have a homestead in both places.

My daughter graduated from Georgia. She chose to take a job here in Nashville. So that further perpetuated that concept. So that was the vision of the two homesteads. And the way it was set and with the work and with the assets that accumulated, had the marriage stayed solid, we both should have been able to take less intense jobs and lived just fine.

Q. And have you historically been responsible for managing the assets that have been acquired during the marriage?

A. Been responsible for managing the assets. He did pay -- before he left the house, he would pay the bills. But when he wasn't willing to go back to work and after I was displaced from Regions during some downsizing around COVID, and that's when we made the decision to move to Tennessee and I was going -- looking at going back to work, I was trying to get a handle on exactly what the budget -- what the monthly expenditures out were so that I had an idea of how many hours, what kind of job that I needed. So I wanted to take over looking at the bank accounts again.

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I always did them before he took on more of the domestic. But then I was just busy with work and he was writing the checks. The investment account's different. I was always the one managing that. So writing the checks and doing that, he was taking care of all that.

So I asked to get more involved so I could get a handle on what the expenditures were, how much income did we need. He took a big issue with that. He didn't want -- he felt like I was taking that away from him.

And I said, "But I need to understand because we won't -- if we don't have income or if we're not working, we've got to understand what we're spending, and I've got to understand what it is that I have to cover, and I don't know that I can -- I can't go back into some of these high pressure jobs, nor" --

I know this is probably not legal, but the reality is in your 60s, it is not easy to regain those jobs if you're not already in the company at those levels as it was when you were the up and coming at 45 or 50, and that's just a fact.

THE COURT: The -- I understand all that. I agree with you. My question is: What's the purpose of this testimony?

BY MS. MILLER:

Q. So what are you asking the Court to do as far as

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equitable division of the marital estate?

A. **I'm asking for me to be awarded 60 percent and him to be awarded 40 percent.**

Q. And you're talking across the board?

A. **Correct.**

THE COURT: What about spousal support?

MS. MILLER: I'm sorry?

THE COURT: What about spousal support?

BY MS. MILLER:

Q. Has Mr. Stanford made any claim for spousal support?

A. **No.**

Q. Has he made any claim for any relief from this Court?

A. **No.**

Q. And will Mr. Stanford be able to meet the expenses that he has at the condo without spousal support?

A. **Yes. At 40 percent of whatever.**

THE COURT: Well, let me ask you this about the assets. We know that there may be some issues dealing with transfers of some of these assets. The money market account, that's easy. It's only $3,000.

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The joint brokerage account, what's in that?

MRS. STANFORD: There's a mixture of assets. Some of them have direct stocks, Wells Fargo stocks. Some of them have ETFs in them. Some of them have treasury bonds in them. Trying to measure out the risk in whatever --

THE COURT: So how much cash is in that brokerage account?

MRS. STANFORD: Probably about a hundred -- I think there's around 118,000 sitting in cash.

THE COURT: In that account?

MRS. STANFORD: In that account, I believe. Hold on.

THE COURT: That's under Exhibit Number 5. It says, "Wells Fargo Joint Brokerage".

MRS. Stanford: Yes. That one, yeah. The joint brokerage account probably has mostly the Wells Fargo stocks in it. And I believe that the dividends --

THE COURT: Do those stocks -- go ahead.

MRS. STANFORD: That account may also have the treasury bonds in them. Like, there might be some -- about --

THE COURT: How are those titled,

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jointly?

MRS. STANFORD: Yes. I actually -- all the Wells Fargo stock was titled in my name. But for us to be able to better manage the assets, about the time we moved to Tennessee, I had those stock shares moved over and put into the -- put it into the joint brokerage account so that we could over time opportunistically manage them to the benefit of --

THE COURT: Do the stocks that are in that account, do they bring in dividends or no?

MRS. STANFORD: Yes, they do. And the dividends are reinvested.

THE COURT: Automatically reinvested?

MRS. STANFORD: Uh-huh.

THE COURT: To transfer those stocks that are in that brokerage account, I assume they're going to have to be sold, is that right, or can they be transferred without sale?

MS. MILLER: Correct. That's where the power of attorney would have come in handy. So we may have to go to a different plan.

But I spoke at length with the financial advisor that she's working with, and they indicated that whatever percentage is awarded to Mrs. Stanford could be easily rolled -- like a retirement account, separate

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kind of things, they could be rolled over to an IRA and they would leave the balances where they are and sequ -- and that would be sequestered for Mister. And they would be able to do that -- excuse me. They're proposing to roll it all over. And so whatever percentage the Court orders with one QDRO, instead of, like, eight or nine QDROs.

THE COURT: But those aren't the --

MRS. STANFORD: Those are retirement accounts.

THE COURT: Those are -- that's -- yeah, not QDROS but --

MS. MILLER: I understand. I'm just telling you that's how they proposed to do that.

As far as what they proposed to do on the Wells Fargo brokerage accounts is they did caution against awarding just saying, oh, you get all of this account and you get all of this account to even to equalize it because the accounts are invested so differently.

So they suggested that whatever percentage -- of course, Mrs. Stanford is asking for 60 percent to be awarded to her -- that it be 60 percent of these all-caps, whatever, treasuries, whatever it is, and that each party gets their proportionate shares of

those.

Now, again, we may end up having a conversation with Mr. Stanford once he realizes that he needs access to these funds.

THE COURT: So what you're telling me is those accounts can be divided up based on a percentage? I'm not talking about the money market. That's the easy one. What about the --

MS. MILLER: I don't know if they can. I mean, it's a possibility that they can with a court order, but the advisor thought that the power of attorney would be cleaner, but I totally understand your position on that.

THE COURT: Yeah, I don't think I can --

MS. MILLER: I understand.

THE COURT: I don't think I have -- I'm willing to let you teach me that I can.

MS. MILLER: I just thought of this yesterday; so...

THE COURT: The joint ETF stock, what -- what do you mean by ETF? So you and I are talking about the same thing.

MRS. STANFORD: It's a vehicle that owns composite of stocks for tax advantages so the

portfolio --

THE COURT: So almost like a mini mutual fund?

MRS. STANFORD: Yes. And they will be targeted toward certain industry segments, again at the recommendation of the advisor.

THE COURT: And what about dividing the ETF stock?

MS. MILLER: Well, I mean, again, the overarching principle from the -- that the financial advisor wanted to be followed was that -- as far as the brokerage accounts, equal percentages. Like, if it's -- if the --

THE COURT: Some percentage amount, not awarding "X" number of stocks to him?

MS. MILLER: Well, the same -- the same makeup of stocks. You see what I'm saying?

THE COURT: Right. I understand that. And the same thing with the joint dividend stock?

MRS. STANFORD: On the day -- in theory, on the day that we do this, you would look at the market value. We'll have to work with the advisors to make sure we do it, but the objective is to not trigger a tax consequence or disadvantage either party on their percentage based on what the mix is in those different

accounts in the most efficient way possible. So working with them to do that, it -- simplistically, you would go across and go 60 percent goes to Mrs. Stanford, 60 percent -- so we're not picking and choosing.

THE COURT: I understand that part. What I -- but now, the next question is: What are we doing -- these are not -- right now, do they produce income? I mean, income you can spend. I know dividends are income. You pay taxes on them. But that's generally not a spendable income because it's being reinvested. So how does one get income, spending money, money you put in your pocket to pay your bills with, out of these brokerage accounts?

MRS. STANFORD: Well, you could always take your dividend as in comp. You don't have to keep re-investing it.

MS. MILLER: Could you sell stocks if you needed to?

MRS. STANFORD: You could sell stocks if you needed to. You could --

THE COURT: But that -- you incur gains -- capital gains when you do that.

MRS. STANFORD: Yeah.

THE COURT: Which are taxable.

MS. MILLER: Right. That's across the

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board. Both of them would.
MRS. STANFORD: And the same thing if you take -- you know, you're going to have to pay -- obviously, you always have to pay your taxes on your dividends that are coming in. Now, they're being reinvested, but you could -- you don't have to reinvest them.
MS. MILLER: Right.
THE COURT: Right. The -- there's a number -- there's one, two -- two different pension plans in here. Are you receiving anything out of the pension plans yet? Do you receive --
MRS. STANFORD: No.
THE COURT: When will you -- when will those kick in in terms of receipt of pension? What's the --
MRS. STANFORD: It would be at my election on the Wells Fargo pension plan. At 65 I could start receiving it, or we could make a decision to get a lump sum distribution at some point. I've always looked at it as something that I'd wait until 65 or 67 post-retirement.
THE COURT: What about this -- I'm not familiar with a TSA account. It says Bank of America TSA.

MRS. STANFORD: Right. This goes back to --
MS. MILLER: That's a transferred savings account.
MRS. STANFORD: Right.
THE COURT: So is that cash or is that money or what is that?
MRS. STANFORD: Well --
MS. MILLER: It's tax deferred.
MRS. STANFORD: -- I think -- but, yeah, think about it as a 401(k) that was set up with Bank of America. It was when they used to have pension plans years and years ago, and then they decided they didn't want to do that so they put us all in a TSA and gave us, like, a cash payout, a cash note. So it's really no different than a pension or a 401(k). It was just that that's the mechanism in which they did the conversion.
THE COURT: Well, I think of a pension as a defined benefit plan --
MRS. STANFORD: Yeah.
THE COURT: -- right? Is that what these two pensions are?
MRS. STANFORD: No. These are more like cash -- they're more like 401(k)s.
MS. MILLER: It's kind of like a thrift

savings account.
MRS. STANFORD: Yeah.
MS. MILLER: That's what I thought TSA was at first, but then I looked at the statement and it said transferred savings account.
MRS. STANFORD: Right.
MS. MILLER: So it's like a thrift savings. It is tax deferred, correct?
MRS. STANFORD: Correct.
MS. MILLER: Okay.
THE COURT: Deferred until when, money is taken out?
MRS. STANFORD: Until you take it out. It acts like a -- it acts like a 401(k).
THE COURT: But is there a penalty for taking it out before you reach a certain age, or no?
MS. MILLER: Probably 59 and a half.
MRS. STANFORD: Right, right.
MS. MILLER: They'd be both past that.
MRS. STANFORD: We would both be past the penalty age.
THE COURT: Whatever the penalty age. So in taking it out, you can take it out. You just have to pay tax on it as you remove it?
MRS. STANFORD: Correct.

BY MS. MILLER:
Q. And, Mrs. Stanford, so can you explain to the Court why you believe that an equitable division of the marital estate in your case would be 60 percent to you and 40 percent to Mr. Stanford?
A. Because I feel like not only was I the primary breadwinner, I worked extensive amount of hours to do that. And I also shouldered, however you want to divide it up, you know, over time, 50 percent of all the domestic ongoing activities as well. So, to me, I was carrying, honestly, 75 percent of the load, in my opinion, but I also respect the fact that we were married and I'm grateful for what we had.
Q. Yeah. Okay. Well, and let's talk about that.
THE COURT: Let me say this: The argument that you're making, I've heard before. It's not the first time. Typically, the gender roles may be reversed, and I've heard a lot of judges say, well, that was the choice you made.
MS. MILLER: I understand. I've heard that too. I haven't been doing this as long as you have, but I'm getting on up there, and --
THE COURT: You'll never get that far. I'd got too big a lead.
MS. MILLER: Your Honor is going to be

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ahead of me on that.
THE COURT: Just in age. Not --
nothing else.
BY MS. MILLER:
Q. But so -- but let's articulate this a little further under the factors that the Court is supposed to consider regarding the relative -- you know, the equitable distribution.
So the duration of this marriage is 39 years, correct?
A. 38.
Q. Well, as of day after tomorrow, it's 39, isn't it?
A. No, 38.
THE COURT: 38 day after tomorrow.
MS. MILLER: Okay. I did my bad math.
MRS. STANFORD: That's okay. Maybe I could be off.
THE COURT: I don't know that 38 or 39 really makes any real difference.
MS. MILLER: I guess the point is --
THE COURT: It's a long-term -- it's a long-term marriage.
MS. MILLER: Their point is -- the point is they have an anniversary day after tomorrow.

THE COURT: Right. It is a long-term marriage.
MS. MILLER: Yes, it's a long-term marriage.
THE COURT: And I'm familiar with equitable division as the statute says. But when you're talk about fairness, which is what equity means, there's a -- fairness is a relative term.
MS. MILLER: That's what I agree with.
THE COURT: And relative is -- depends on what -- as I learned in law school at the University of Tennessee.
MRS. STANFORD: Go Vols.
THE COURT: Go Vols. Relative depends on what corner of the room you're looking at something when you see it.
MS. MILLER: Understood.
THE COURT: So I have to be concerned with an equitable division without the overlay of what either party did a little bit better or a little bit worse than the other party. I have heard men come in to Court, my clients or the parties on the other side, say, I did -- made all the money and I did a lot of parenting, and they have, and the Court said, thank you but we're going to do --

MS. MILLER: Well, that was his choice.
BY MS. MILLER:
Q. But that wasn't your choice was it, Mrs. Stanford?
THE COURT: Well, it was her -- his choice for a while --
MS. MILLER: Right.
THE COURT: -- their choice for a while --
MS. MILLER: Right.
THE COURT: -- and then it became --
MS. MILLER: So that's --
THE COURT: He liked that choice and didn't want to change it.
MRS. STANFORD: I guess what I would say is that I feel like when I asked him to step up and start helping --
THE COURT: He didn't do that.
MRS. STANFORD: -- he repeatedly refused, and I was working under extensive stress related and long hours, and it was clear he didn't want to give up the lifestyle.
THE COURT: Well --
MRS. STANFORD: Nor did he want to help contribute, and I --

THE COURT: You made him enjoy the lifestyle that he had learned to enjoy.
MRS. STANFORD: Correct.
THE COURT: And it is -- there's no question, in my mind -- this is not -- has nothing to do with this case, but you were a female in a male-oriented field.
MRS. STANFORD: Very much so.
THE COURT: And had obstacles that no man would ever have had to deal with.
MRS. STANFORD: Correct.
MS. MILLER: Is somebody getting that down in writing? Oh, there you are.
THE COURT: I recognize that. I'm not immune from knowing what the real world is like, and females as they reach a certain age are not thought of the same way men of that same age are thought of.
MRS. STANFORD: Correct.
THE COURT: I mean, it's just -- that's part of the world. There's nothing much I can do about that from that standpoint. So I certainly understand those things.
The -- and I will consider all of that in making my decision. I'm not opposed, Ms. Miller, to a percentage division of these various accounts in order

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to make life simpler for the division. I think that makes a lot of sense, regardless of whether it's 50/50 or 60/40. That's not the issue. I mean, that is an issue, but that's not the concern that I have. I can do that division and then make the decision from there.

MS. MILLER: Okay.

THE COURT: Having -- I don't know that they can do one 401(k) you've got --

MS. MILLER: Again, what the --

THE COURT: The IRAs are divided without -- they can be divided -- they don't have to be divided, but --

MS. MILLER: Well, Mr. --

THE COURT: -- they can be divided without 401(k).

MS. MILLER: Well, Mr. Wade said that they still needed a QDRO for these particular IRAs, but what we were going to propose is that Mr. Stanford be awarded his IRA of 81,000 and some change and that that go against his share of all of the retirements, whatever that percentage is, and they were going to roll it all over into one thing and then roll it into his IRA because his IRA is with them. I mean, you know, they're managing it.

So what they were saying is we can do it

clean with one QDRO and also both of the parties -- so you're basically converting it to cash because those retirement assets aren't generating the kind of income that these brokerage accounts are. So that's what he -- what Mr. Wade proposed that --

THE COURT: Well, you're correct. Mr. Stanford has chosen not to participate in this process. So whatever happens, he's got to have to --

MS. MILLER: Right. But that said, anything we can do to make it seamless to the extent he can accept this outcome, we want to do that. We're not here to try to screw him out of money. Sorry to talk that way in court. But anyway, we're not here to do that. We're trying to be fair.

BY MS. MILLER:

Q. But, you know, Mrs. Stanford, has it been a very difficult year and a half having your husband out of the house since January 2022?

A. It's been mentally difficult.

Q. And was the conduct -- was Mr. Stanford's conduct tolerable by you in any way after he left, the way he was communicating with you?

A. No.

Q. What did it cause for you?

A. Well, I feel like his behavior around the house

prior to him leaving and then after he left was harassment, verbally and mentally abusive, screaming at me, getting within this close of my face (demonstrating), pushing me into corners, running around. I went back to work and then he would get up in the middle of the night and be, you know, leaving and coming and going or waking me up.

And it was pretty intolerable, and he was not willing -- I offered counseling, and he would not constructively participate or he would say, well, you go find him. You know, it was never any willingness.

And I even offered that after he had left when he didn't want to seemingly proceed with the divorce, I said, "well, come back. Let's work together and find the counseling." And he said, "no." And that's when he sent me the "we can just do a legal separation and I get half of everything."

THE COURT: Well, he may or may not. We'll see.

BY MS. MILLER:

Q. And we don't know whether Mr. Stanford has a job or not in Pensacola, do we?

A. I have no idea.

Q. Okay. And has his spending changed a great deal? Did he start spending a whole bunch of money --

A. No.

Q. -- when he went down there? So has he been able to be supported by the assets that you guys have together?

A. Yes. I mean, we have lived off of -- you know, I pay the bills out of money that I had built up in the checking account, and hence why I'm going back to work on the 12th. I have been actually trying to find a job the whole time.

MRS. STANFORD: But as you stated, Your Honor, it's not as easy as it was before.

THE COURT: No, it's not. Absolutely not.

MRS. STANFORD: So I feel very fortunate that I've got this opportunity so that, as I said, the hemorrhaging of the assets can't continue. And so best laid plans --

MS. MILLER: Yeah.

MRS. STANFORD: -- but --

MS. MILLER: Okay. So --

MRS. STANFORD: -- go back to work.

MS. MILLER: Sorry. I didn't mean to talk over you.

BY MS. MILLER:

Q. So, now, if Mr. Stanford is going to be 65 in

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March, he will qualify for Medicare?
A. Yes.
Q. And also if he chooses to start drawing social security, he would be able to draw on your account, correct?
A. Correct.
Q. Because y'all have been married for more than ten years?
A. Correct.
Q. Do you know what your monthly social security income would be if you retired when you were 67, let's just say?
A. I think it's around 37 -- 3,700, something like that.
THE COURT: He gets half --
MS. MILLER: He would --
THE COURT: He gets -- he can start now, but it's lower now than --
MRS. STANFORD: Yeah. It's much lower, yeah.
BY MS. MILLER:
Q. But if he needed to, he could -- he could start -- he doesn't have to wait for you to retire, correct?
A. Yeah --

THE COURT: He does not.
MRS. STANFORD: -- he could start that. He also could honestly --
THE COURT: But they judge it based on her age. They would calculate what -- as if she were retired today and if she says, I want to draw it tomorrow.
MS. MILLER: Right.
THE COURT: As I understand social security, they would say, all right. So at 67 it would be $3,200 a month or 35, or whatever it is.
MS. MILLER: Right.
THE COURT: Today it's 2,500, so he would get 1,250.
MS. MILLER: Right, right. Okay. Well, whatever he chooses to do along that --
THE COURT: That's his choice.
MS. MILLER: Yes, yes.
THE COURT: And I don't award or don't award because that's his independent --
MS. MILLER: Right.
THE COURT: What about her -- are there any more assets that need to be divided other than personal property?
MS. MILLER: Oh, thank you. Nothing

significant.
BY MS. MILLER:
Q. Mrs. Stanford, what did you propose about the contents of the condo and the contents at the house?
A. Well, again, given the circumstances, I'm keeping it simple. I would propose that he keep all the assets at the condo and I keep all the assets of the Robards house.
Q. When you say "assets," are you talking about furniture?
A. Furniture, clothing, tools.
Q. All right. And --
THE COURT: Any other specific items or something of your family that's down there or his family that's up here, anything like that that needs to be dealt with?
MRS. STANFORD: No, nothing of significance of my family down there. Now I'm thinking about here.
MS. MILLER: If he came to you post divorce and said, "Can I have that coffee table? It was a gift from my grandma" --
MRS. STANFORD: Yeah. I mean, --
MS. MILLER: Okay.
MRS. STANFORD: -- this is more a matter

of ease. He left and went down there. Even --
THE COURT: Yeah, I'm not -- I'm just wondering --
MRS. STANFORD: Yeah, I --
THE COURT: -- if there's anything -- really, I'm asking is there anything you want, more so than what he might want.
MS. MILLER: Okay. Good.
MRS. STANFORD: Oh, okay.
MS. MILLER: So is there anything you want from the condo?
THE COURT: Anything specific?
MRS. STANFORD: No.
MS. MILLER: Okay. Thank you, Your Honor.
THE COURT: Yeah. I mean, I wasn't trying to give him something. He's not here. He's not participating.
MS. MILLER: She's just trying to be reasonable. She really is.
MS. MILLER:
Q. So, then, are there any assets other than what we've talked about today -- we've talked about all the checking. We've talked about the savings. We've talked about the brokerage with Wells Fargo. We've talked

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about all these retirements and provided the Court with listings. Are you aware of any other accounts that you or Mr. Stanford has?

A. No.

Q. Okay. And the automobiles, we already talked about what you propose to do on that. We've talked about what you propose to do on the house.

Let's talk about attorney fees. Have you incurred attorney fees in this adventure to get divorced from Mr. Stanford?

A. Yes.

Q. Okay. And do you know -- if you don't, it's okay because I can probably pull it up. Do you know what your attorney fees are as of today?

A. Around -- probably around 7,000. I don't know, Karla.

Q. Maybe not counting yesterday --

A. I know.

Q. -- I was going to say.

THE COURT: Well, let me tell you what we're going do about attorney's fees. I'm going to award some attorney's fees. I'm going to ask Ms. Miller to leave a blank space in the Final Decree. If you will provide me with an attorney fee affidavit.

MS. MILLER: An affidavit? Thank you,

Your Honor. Okay.

THE COURT: Yeah. That makes it --

MS. MILLER: Thank you so much.

THE COURT: -- simpler. And that way you can include tomorrow and today.

MS. MILLER: Thank you very much, Your Honor. Just one moment.

THE COURT: See, I would write it down. She'd put it on her laptop.

MS. MILLER: Okay. Now, let's -- this is just housekeeping. Okay. Like, literally housekeeping. Let's -- not sweeping.

BY MS. MILLER:

Q. So let's talk about some of the accounts that are in Mr. Stanford's name but are ongoing at the marital residence. Is there a Comcast and Xfinity account that you --

A. Yes. There's a Comcast Xfinity account that is in his name that we had it toward -- we --

Q. Let's nut shell it. Do you have -- is there a Comcast and Xfinity at your house?

A. Yes.

Q. Is he paying for it?

A. It's -- it comes on the Prime account.

Q. Okay. It does come out of his credit card?

A. No, no. Yes, it comes out of his credit card.

Q. Okay. Do you use the Comcast and Xfinity?

A. No.

Q. Okay. So you switched to AT&T?

A. Correct.

Q. But you can't -- I don't want to -- but you can't connect that -- I mean, disconnect that because it's in his name?

A. Correct.

Q. Are you asking that part of this order be -- the court order --

A. Yes.

Q. -- Mr. Stanford to cancel the account? Or maybe Mr. Stanford is just going to keep paying for it?

A. Yes.

THE COURT: Well, I'm going to -- I can order that he be responsible for that account.

MS. MILLER: Excellent. Okay.

THE COURT: What is that, Comcast Xfinity account?

MS. MILLER: Yes. It's Comcast Xfinity in husband's name for the service at Robards Circle, R-O-B-A-R-D-S, Circle.

And let's talk about some other things. Is he --

THE COURT: He can either cancel it or pay it. It's his choice.

MS. MILLER: Correct. His choice.

BY MS. MILLER:

Q. And do you have your telephone service with Mr. Stanford and your daughter?

A. Yes. It's a family plan.

Q. Are you asking the Court to allow you to keep that plan or to let you escape that plan and then he can keep that plan?

A. Yes. I mean, the plan needs to be broken apart.

Q. Okay.

THE COURT: Whose plan -- is it in joint names or just a family plan?

MRS. STANFORD: It's a family plan.

THE COURT: So why don't you let the order reflect that he can keep his number and forward it to whatever account he wants starting on "X" day, probably sometime in July or August.

MS. MILLER: Let's just say August 1st for these things. Is that good? Okay.

BY MS. MILLER:

Q. All right. And then we also, do we have car insurance?

A. Yes.

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Q. All right. Is the car insurance under an umbrella?
A. **Yes.**
Q. Okay.
THE COURT: Is it part of the house plan, the house insurance too?
MRS. STANFORD: Yes.
THE COURT: It's all tied up together?
MRS. STANFORD: The Robards house and the car insurance are all with All State and it's all in an umbrella policy and it's all together.
BY MS. MILLER:
Q. And that includes his Acura?
A. **Correct.**
Q. Okay. All right. They may not like that if they know he's out of state now; so...
THE COURT: That's his problem.
MS. MILLER: That's his problem.
THE COURT: So we'll give -- effective August 1, he's got to get his own car insurance.
MS. MILLER: Okay.
MRS. STANFORD: And then the condo has a different insurance policy. It's not --
THE COURT: Who pays that now?
MRS. STANFORD: Well, I've been paying

that.
THE COURT: All right. So, again, August 1st, he needs to start paying the condo insurance.
BY MS. MILLER:
Q. Okay. Let's talk -- so the condo insur -- I mean, the condo has your name on it, correct?
A. **Correct.**
Q. And what are the HOA fees?
A. **They're $1,122 a month.**
Q. Okay. Are you wanting to make sure that you don't -- that you're not liable for any --
A. **Correct.**
Q. -- HOA fees? Okay.
THE COURT: Well, I can't -- here's the problem. I can order him to pay it.
MS. MILLER: Right, right.
THE COURT: And I can order him to indemnify you. But if he doesn't pay it and the condo association says, "She's got all the money," they can still come after you. Now, you can try to get him to pay it back.
MS. MILLER: Well, if she has all the money, she would be fine with that.
THE COURT: Yeah. You know what I

mean.
MS. MILLER: I do.
THE COURT: I'm saying what the condo association is going to say.
MS. MILLER: I know. I know.
THE COURT: I mean, there's no mortgage on the condo. So he doesn't have to worry about paying the mortgage.
MS. MILLER: Right.
THE COURT: That's one of the reasons I would never own a condo because I don't want to pay the HOA fees, but that's just me.
MS. MILLER: Okay. So he will be ordered to pay that effective, well, immediately? I mean, because that's --
BY MS. MILLER:
Q. Have the HOA dues been paid monthly or annually?
A. **They're paid monthly, and they've been going up.**
Q. And where -- what account do they come from to be paid?
A. **They're being -- they're actually being paid on my Southwest credit card account right now.**
Q. Okay. So, then, are -- do you want the Court to authorize you --
THE COURT: So you've already paid

June?
MRS. STANFORD: June, yes. They've already had my card for June, yes.
BY MS. MILLER:
Q. Okay. So are you asking the Court to make Mr. Stanford responsible for that as of July 1st?
A. **Yeah. I mean, I'm not going to split hairs over July or August.**
Q. Okay. Let's just let it be clean as all August.
THE COURT: Okay. That's fine.
MS. MILLER: Thank you, Mrs. Stanford, for being reasonable.
THE COURT: Tha -- then you can notify Southwest that that charge is no longer available after August -- after July 31.
MRS. STANFORD: Yeah.
THE COURT: So he'll have to pay starting August 1st.
MS. MILLER: And then -- we've talked about health insurance.
BY MS. MILLER:
Q. Are there any other utilities that are in his name that are associated with the house at Robards Circle?
A. **The only one I would have to check on is the**

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trash.
Q. Okay.
A. I'm sorry. I just didn't think about that.
Q. That's all right.
THE COURT: That's not going to be --
MRS. STANFORD: Most of them are all in my name.
MS. MILLER: Right. Okay.
BY MS. MILLER:
Q. And then, is the Gulf Power account in Florida in your name, or do you know?
A. I don't know. It was set it up on auto draft years and years ago.
Q. But it comes out of that account that we're asking --
A. It comes out of that account that we're asking to go to him, yes.
Q. Okay. And that's the 6997, you know, checking account -- I mean, that has $6,997 in it?
THE COURT: 4449.
MS. MILLER: Sorry.
THE COURT: BOA for 4449.
MS. MILLER: Yes. Yes, Your Honor.
BY MS. MILLER:
Q. And -- but just out of abundance of caution,

would you like a provision in the order that he's ordered to establish that account -- an account with Gulf Power in his name and not in your name if it is in your name?
A. Yes. If my name is on it, then we need to get my name -- whatever it takes to get my name off of it. If my name isn't on it, then --
THE COURT: Well, again, the issue is they may not agree to take your name off.
MRS. STANFORD: Oh, I get it.
THE COURT: I can't --
MS. MILLER: Right, right. We just want him to be ordered and --
THE COURT: He can be ordered to pay it. But even if he asks for it to be transferred out of your name, they may say, nah, we're not doing that.
MS. MILLER: Okay. He could probably open an account.
THE COURT: Well...
MS. MILLER: I've used Gulf Power before. But -- okay. So then we understand what we need to do on that.
BY MS. MILLER:
Q. As far as -- so you're asking that you be responsible for the Robards Circle house expenses,

repairs, whatever all the expenses are associated with that insurance, everything. I guess that's really effective immediately. You're asking that Mr. Stanford be liable and responsible for those as of August 1st at the condo.
The cars are paid for. You have no other debt. And earlier we had you testify you just want those credit cards that both of you have incurred, a little over $11,000, to be paid, like, off the top before there is a division of assets?
A. Correct. They're going to need to be paid because they're going to be due.
Q. Right. They're, like, due, like, in the next week or --
A. In the next week.
Q. Okay. And --
MS. MILLER: Your Honor, I believe I've covered all the areas that I need to cover. I didn't think it was going to take this long.
THE COURT: Let's take a break for about five minutes. I've been on the bench since 9:00 without a break. So I need a break.
(A recess is taken from 12:04 until 12:10 p.m.)
THE COURT: All right. Call your

first witness. And if it's Mr. Otto --
MS. MILLER: I was actually going to go to her sister, but I can do him.
THE COURT: That's fine. I was going to say, his testimony, I just need a brief testimony from him regarding their trip down there, what Mr. --
MS. MILLER: Certainly.
THE COURT: -- Stanford seemed to know about the case. And the other part of it shouldn't take but a minute or two.
MS. MILLER: Okay. That's fine. Could she -- can Mrs. Stanford step down?
THE COURT: Yeah, that's fine.
MS. MILLER: Okay.
THE COURT: Or she -- yeah, that's fine. You can step down.
MS. MILLER: Because I don't have any more questions for her.
THE COURT: Okay. I don't have anything further.

JAMES OTTO

having been first duly sworn by the Court Officer to tell the truth, the whole truth and nothing but the truth, was examined and testified upon his oath as follows:

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DIRECT EXAMINATION
BY MS. MILLER:

Q. All right. And you are James Otto?
A. **Yes.**
Q. And, Mr. Otto, how do you know this lady, Mrs. Stanford?
A. **She's my sister.**
Q. Okay. And you heard Mrs. Stanford -- you can sit down. You heard Mrs. Stanford, your sister, testify regarding a trip that she made to Pensacola. Do you recall that?
A. **Yes.**
Q. And can you explain to the Court how that came about and what happened and what you observed? And also, I'll just remind you you can say what Mr. Stanford said to you and it's not hearsay in this court. Okay. Go ahead.
A. **They were trying to get their taxes filed. He had refused to sign electronically. And so I did not want her to necessarily to drive eight hours and back by herself. So she asked if I would go. I was like, yes, I would be happy to go down there.**
We went down there. We saw him, told him that we needed to get him to sign the tax forms. He sort of questioned the tax forms and started talking about how,

you know, he had been getting these other letters. He pulled out this plastic bag from the closet and showed the letters where the -- he had been served the divorce.
THE COURT: When you say "served," what -- who were the letters from?
MR. OTTO: They were from -- it had this -- some law firm or something down in Florida. I don't know exactly.
THE COURT: Were they from Ms. Miller or somebody else in Florida?
MR. OTTO: They were from a -- I don't know what you call it, but --
BY MS. MILLER:
Q. Well, let me ask you this: When Mr. Stanford was holding this bag of these envelopes, documents, did he make any references to the divorce in Nashville?
A. **Oh, yeah.**
Q. Okay. What did he say?
A. **That's what he said. Like, I'm getting these from -- you know, these from this fake lawyer and these people keep leaving all this under the door.**
And I said, "no, they're -- those are the divorce papers." I said, "that's not what we're here about. We're here about getting the tax papers signed." Because he questioned that we were -- he said, "I don't

want you trying to trick me," or something to that effect.
And so then he -- after he had actually signed the tax papers, he pulled them back from her, and I was concerned he was going to tear them up because, oh, crap, we just drove down here eight hours and we're not going to get them back. But ultimately, he just reviewed them more and handed them back.
Q. And did he pull -- you described a plastic bag. Are we talking about, like, a Kroger grocery bag or something or?
A. **No. It was like a Ziploc --**
Q. Oh, I get you.
A. **Like a gallon Ziploc bag.**
Q. Okay. So it was see through?
A. **Yeah. It had multiple, like, two or three envelopes in it.**
Q. Okay. And then did he open any of the envelopes and, like, take out papers or --
A. **He pulled them out of the plastic bag and he did put one of them on the table. I didn't get that close to really look at it. I could just tell it was some kind of legal document.**
Q. Right. In other words, he had opened the envelope?

A. **Yeah.**
Q. Okay. All right. And --
THE COURT: That's all I need.
MS. MILLER: Okay. All right. Thank you.
THE COURT: And then you can ask just the regular question, you know --
MS. MILLER: Well, I do think that's a divorce ground question. So that's good enough for me if that's good enough for you.
THE COURT: That's fine. Ask Mrs. Stanford's sister then.
MS. MILLER: Okay.

TERESA WILLIAMS

having been first duly sworn by the Court Officer to tell the truth, the whole truth and nothing but the truth, was examined and testified upon her oath as follows:

DIRECT EXAMINATION
BY MS. MILLER:

Q. All right. Ms. -- you are Teresa Wilson?
A. **Williams.**
Q. Oh, I'm sorry about that. And, Ms. Teresa Williams, how do you know Mrs. Cynthia Stanford?
A. **She's my sister.**

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Q. And -- I was going to say, "How long have you known her?" I'm just kidding. So --

MRS. STANFORD: Her entire life.

BY MS. MILLER:

Q. So did you ever have an opportunity to observe any type of -- or hear, while it was happening, any type of altercation or argument between Mrs. Stanford and Mr. Scott Stanford?

A. Yes.

Q. And can you tell me how that happened and how you happened to be hearing that to the Court.

A. Yes. She called me.

Q. "She" being who? I'm sorry.

A. My sister called me. This was when they were still living in Georgia. And told me that she was afraid and that Scott had pushed her up into a wall. He was yelling at her, and --

Q. Could you hear him yelling?

A. I didn't at first. And then when he realized that she was on the phone with me, yes.

Q. Did you hear anything he was saying?

A. "You shouldn't be on the phone with her. You can't talk to her. I'm here. You can't talk to her."

And she would say, "Scott, get away from me. You're too close to me. You're scaring me."

Q. What did he say?

A. He just said, "You can't talk to her." And I don't really recall exactly. At one point I told him, I said, "You need to step away." I was -- she had me on speaker. I said, "You need to step away and leave her alone." And he said, "You can't tell me what to do."

So -- and then I think after that, the phone -- he took the phone away. He took the phone away from her and walked away with it.

She said, "Give me my phone back. He took the phone away. He took the phone away." And she was yelling that. So it was very upsetting for me to hear all that and knowing I was four hours away.

Q. Right.

A. There were other times when I felt like he would intentionally hide things around the house from her to see her get upset.

Q. Okay. What now?

A. In particular -- yes, very weird. There were car keys to the MDX that we would have taken it to go -- I was down there visiting with her. We would have taken it to go to the grocery store or the movies or whatever. And when we came back in, she made a point to tell me, "Watch me put these on the hook." Because they had this little hook next to the garage door as you walked out to

the cars. And all the keys to the garage were on this little hook.

She said, "I'm putting these on the hook. You see me doing that, right?" I said, "Yeah." And the first time she did that, I thought it was really weird. But the next morning, the keys weren't there. We got up to go get coffee and the keys weren't there. And she had to go wake him up and ask him for the keys. And he would yell at her and say, "Why can't you keep up with anything?"

And eventually he would get up and wander around the house and they conveniently were found near the chair that she would normally sit in or underneath a pile of papers where her purse was. It was just odd. And that was on -- that was several times that that happened when I was down there.

Q. And when you say you were down there, was that in the Atlanta area?

A. Yes.

Q. Okay. All right. And you live in Nashville, right?

A. I do.

MS. MILLER: And so do you, Mr. Otto?

MR. OTTO: Yes.

BY MS. MILLER:

Q. Okay. All right. And did you ever get a phone call from your sister asking you to come see her?

A. Well --

Q. No, no. I know you did. But do you recall one time, in particular, it caused you concern?

A. To Atlanta?

Q. Yes.

A. Yes. She had been working a whole lot, and I think this was one of the times one of the jobs had transferred, and she was worried about her position with her job and had been under a lot of emotional stress through the job and the demands of the job.

And he -- she literally was exhausted and asked me to come down and stay with her over the -- it was the Martin Luther King weekend. So I'm a school teacher. I had that day off.

Q. Did she usually do something else on Martin Luther King weekend each year?

A. She usually went with her friends from college on a weekend get together and they would get together on that weekend. She said, "I can't do it. I'm just too exhausted. I can't do it. I'm just -- I need some help and Scott's not helping."

And so I came down. She was exhausted in the bed asleep. I think she had not gotten up in a day or two.

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Q. Was there a lot of stuff around her bed?
A. Yes. And I told Scott later, I went down to the kitchen and I said, "I'm really worried about her emotionally." I said, "This is -- this is not my normal sister."
And he just kind of blew it off and just kind of went, well, whatever. She needs to get over this. And I said, "This is more than get over this. She needs some help right now." I thought she needed to see a therapist, which I went with her to that therapist. And that they -- she was able to help her. But that was not my little sister, and he didn't care. He just didn't care. And that just --
THE COURT: Ms. Miller, that's enough. I don't need to hear anymore. Grounds are not the issue.
MS. MILLER: Thank you.
THE COURT: I do have one question.
MS. MILLER: Okay.
THE COURT: On the Exhibit Number 8, which is the automobiles, there's an Acura MDX listed, but I thought your client testified that he bought one for, like, $55,000 and this one is valued at $6,700.
MS. MILLER: Well, it was ten years old.

THE COURT: Okay. So it was bought that long ago?
MS. MILLER: Yes, it was bought -- like, it was a demo. So it was a new car.
THE COURT: Right.
MS. MILLER: But it was a demo.
THE COURT: Okay. That's fine. But there's not two Acura MDXs?
MS. MILLER: No.
THE COURT: All right.
MS. MILLER: Am I correct in all that?
MRS. STANFORD: Oh, yeah, you're correct.
THE COURT: All right. That's fine. All right. So --
MS. MILLER: That concludes my proof.
THE COURT: Yes, ma'am.
Based upon the testimony I've heard today, I find that Mrs. Cynthia Stanford is entitled to a divorce from her husband, William Scott Stanford, based upon his inappropriate marital conduct as has been testified to today. And as I said earlier, I would appreciate counsel having the testimony in this matter typed up for the record --
MS. MILLER: Will do.
THE COURT: -- and attached. There

is no question, in my mind, that Mr. Stanford is guilty of inappropriate marital conduct based upon his alcohol abuse, the pornography, the emotional and verbal abuse, pushing Mrs. Stanford -- certainly physically pushing her is an absolute no-no as far as I'm concerned.
The parties have acquired significant assets, primarily as a result of Mrs. Stanford's employment and her hard work. The Court does have to make an equitable division of the parties' assets and liabilities. Fortunately, their liabilities are very small in terms of -- compared to the assets.
Let me do the easy ones first. In terms of the vehicles, I will award the Acura MDX to Mr. Stanford as his own separate and absolute property free and clear from the claims of his wife.
I will award Mrs. Stanford the Toyota Solara, the Nissan 350Z, and the Jeep Liberty to her as her sole and separate and absolute property free and clear of any claims of Mr. Stanford.
Again, if you will include in the Final Decree the VIN numbers, and that -- those can be trans -- she can -- using the Final Decree, the certified copies, she can then have that all transferred in her name by title. So his signature is not necessary in that regard.

As regards to the physical -- the two residences -- I guess a condo is technically real property, although you really only own the air inside of that space. I will award the Florida condominium to Mr. Stanford free and clear of any claims from his wife. He will be responsible going forward for all costs of utilities, maintenance, all those sorts of things on the condo.
And beginning August 1, twenty twenty -- or at the -- following the end of July 31, so beginning August 1st, he will be responsible for paying the monthly HOA fee, whatever it is, at the condo. Has no debt on it. And I find that the value, based upon the information and testimony today, is at least $879,900 based upon a comparable condominium, which doesn't have all the same amenities as theirs. So that's the minimum value for that condo.
I will award Mrs. Stanford the property located at Brandywine Pointe. I'm sorry. I don't recall the address. But if you will, again, make sure that the Final Decree of Divorce includes a complete real property description, including a derivation clause.
Then either through direct filing of the Final Decree or an abstract, whatever the register's

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office requires, transfer the ownership interest of that property from their joint ownership interest to her sole, separate, and absolute property free and clear from any claims of Mr. Stanford. She will be responsible for all utilities at that residence going forward.

As regards to the Comcast Xfinity account at that residence, I'm going to award that to Mr. Stanford, and he can either pay it or end it, whatever he wants to do. Again, I have no -- if her name is on it, I can't --

MS. MILLER: It's not.

THE COURT: Okay.

MS. MILLER: That's why she can't get it turned off.

THE COURT: Right. So that's his -- he can use it, not use it, whatever he wants to do with it. He can pay it or not pay it. That's up to him. But I will require him to indemnify her and hold her harmless from anything regarding that property.

I will award each party the personal property in the residence that I've awarded each party. So Mr. Stanford will have all the contents of the condominium as his sole, separate, and absolute property free and clear from any claims of Mrs. Stanford.

Mrs. Stanford will have all property located at the Brandywine Pointe property here in Nashville free and clear from any claims of Mr. Stanford.

I will award Mrs. Stanford's attorney's fees. Ms. Miller, if you will please leave a blank space for that. That will be as, really, alimony in solido.

MS. MILLER: Okay.

THE COURT: And then leave a blank space. And please attach to your Final Decree an attorney fee affidavit.

MS. MILLER: Certainly.

THE COURT: Now, let's talk about these accounts and debt. So we're going to talk about the debt, the three credit cards that we're aware of.

The joint credit card, the Aviator Mastercard will be paid out of the current marital estate, and that account will be closed following the next payment to pay off that account. So whatever day it's paid off, make sure that includes any new charges that weren't on there when you checked it the other day.

MS. MILLER: I'm not sure if it can be closed since it's in their joint names.

THE COURT: Well --

MS. MILLER: Can we award it to her and

then say he can't make any further charges?

THE COURT: Yeah. But he may charge anyway.

MS. MILLER: Okay. You don't want to --

THE COURT: I think it can be --

MS. MILLER: Okay.

THE COURT: You need to check with the credit card company, and say, "We're" -- she's a signatory on it. She should be able to close it.

MS. MILLER: Okay.

THE COURT: I think.

MS. MILLER: Okay.

THE COURT: If not, you can file a Motion to Alter Or Amend and we'll deal with it.

MS. MILLER: Okay.

THE COURT: The Prime credit card is in his name alone. She, obviously, can't pay that -- she can't cancel that card, but we'll pay that off, again what's on there currently, and he will be responsible for any payments following today.

MS. MILLER: Okay.

THE COURT: Does that card go to his address?

MRS. STANFORD: No. Everything comes to

the Robards address?

THE COURT: Is it in his name alone?

MRS. STANFORD: Uh-huh.

THE COURT: Well, I don't know how you get that sent to him every month. I don't know if they'll let you send it. But is it in his name and comes to the address here?

MRS. STANFORD: Yes. Because he never changed -- there's a P.O. Box at the condo, but he never had any mail come down there.

MS. MILLER: Maybe you could redirect it for a few months.

MRS. STANFORD: I can.

MS. MILLER: Okay.

THE COURT: It needs to be -- have it directed to his address and he'll be responsible for any indebtedness on that card. Mrs. Stanford is not to make any charges on that card going forwards.

The Southwest credit card, which is hers, will remain hers. She'll be able to pay off that card in the amounts stated in here.

Does he have access to that card?

MRS. STANFORD: He does not have access to the card. I just need to get the charges for the condo just re -- put them on some place else.

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THE COURT: Put them on -- just send them one of his cards or to him directly.

The checking accounts that are -- that involve your daughter Meghan, the Meghan's Wells Fargo checking account ending in 9889 and the savings account ending in 9463 are awarded to her free and clear from the claims of either one of you. So she just got a nice chunk of change. Tell her not to go blow it on a new car, which is what I would have done. A fast car, like my 280Z.

All right. Let's talk about these checking accounts and bank accounts. I find and awarding the two Wells Fargo checking accounts, 8623 and 8868, along with the single account to the wife -- 5385 to the wife.

Awarding the Bank of America checking account number 4449 to husband.

My concern is the Pinnacle account. It's a large account. I don't think it would be equitable to give all of that to the wife, but certainly more than just a simple majority of it. The account balance -- you'll have to tell me this, is this as of today?

MS. MILLER: This was as of yesterday --

THE COURT: Yesterday?

MS. MILLER: Hold on.

MRS. STANFORD: It's as of the last monthly statement.

MS. MILLER: Okay. That's right.

THE COURT: Are there any joint bills that are paid out of that account?

MRS. STANFORD: No. That is where --

THE COURT: That are auto debited?

MRS. STANFORD: No. That is the account where my paychecks went during the period of time that I worked for Pinnacle. And, Your Honor, actually, my feeling about that account was that was money that I have put into that account so that if and when the time came there would be money to pay for a wedding for our daughter or do things that would be for her.

It would be my intent, if there was ever a way to do this, to have that money awarded in a way that it's apart from us and it's there for her future use. And it's my understanding you may not be able -- be able to do that.

THE COURT: I mean, it's a -- if it had been designated as something for her, I could probably do that, but it's just -- it's a marital account.

MRS. STANFORD: Yes.

THE COURT: What I'm going to do --

MRS. STANFORD: It only has my name on it, but yes.

The problem that I'm -- my logic around this is that once this is done with, I don't know what he will or won't do with what he gets.

THE COURT: You should assume he won't do anything you want him to do.

MRS. STANFORD: Correct. But our daughter --

THE COURT: He has no legal responsibility to your daughter or his daughter. And I can't force him to do the right thing. Your daughter -- the obligation under Tennessee law for parents to support their children ends when the child turns 18 or in the high school class of which they are a member on their 18th birthday graduates.

Ms. Miller will confirm I'm correct about that. Because she and I have learned the same thing over the years that that's the rule. Now, whether we have moral responsibilities or other responsibilities or religious obligations or whatever, that's different.

My daughter is 30 and my son is older than that, and I still help both of them out from time to time, and I -- but I do that because I choose to. My wife and I choose to do it.

But I can't force him to do the right thing when it comes to your daughter. I'm sorry. I have to put that aside legally.

What I'm going to do is I'm going to award you from that Pinnacle checking account -- $75,000 of that account will be yours. The balance of that account, you should transfer to him, presumably to his BOA checking account.

MRS. STANFORD: Okay. Thank you.

THE COURT: I think that would be an equitable division of that property.

All right. Let's talk about these brokerage accounts and taxable -- brokerage accounts, slash, taxable assets and the retirement accounts, slash, deferred -- tax deferred assets.

The -- you and he have a total of about, looks like, $3.1, $3.2 million in various accounts, depending on what day you look at them. Today may be a good day, tomorrow may be a bad dad.

MRS. STANFORD: Yes.

THE COURT: Who knows what they would have been if we didn't fix the debt ceiling issue, but it got fixed. So we're beyond that. I'm not politically commenting. I'm just saying that was an issue.

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The -- I'm not convinced that the 60/40 split would be equitable in the sense that I understand that term. Now, having said that, I don't think a 50/50 split is equitable either. So Mr. Stanford may think he's entitled to half, and he's certainly entitled to his opinion, but he's not sitting where I am. So his opinion doesn't rule.

The -- my goal in dividing these accounts in total will be to award you 55 percent of the total accounts and him 55 percent, but he should make it easier on --

MS. MILLER: You mean him 45 percent?

THE COURT: 45 percent. I'm sorry. Yes, you're right. 45 percent. I misspoke.

I think an appellate court would also find that to be equitable based upon my understanding of the case law. And like Ms. Miller, I've read cases. To get to 60/40 is hard. To get beyond that is almost -- it's not impossible. I've seen one case that did -- 62 and 38 is about the biggest I've seen, and there were very unusual circumstances in that case.

But he should be awarded his IRA, and it's probably going to be easier to award you your IRA, but I'll let you decide that. Everything else can be split with QDRO.

Now, the pension plans I have a concern about simply because I think a pension as a defined benefit plan, but y'all are telling me this is something different than that.

MS. MILLER: What the advisor was saying is that it can all be pooled into one, like, portfolio kind of thing without any tax consequences. And then when the Court drops the gavel and says whatever percent, they can -- they can put it all in that place and then move Mister's to his IRA and.

THE COURT: And then he can draw out of that IRA at his --

MS. MILLER: Correct.

THE COURT: -- without incurring penalties and pay taxes. But just everybody has to pay taxes when they draw it out.

MS. MILLER: Exactly, exactly.

THE COURT: But he has not -- he doesn't have that 10 percent hit for penalty.

MS. MILLER: Right. And if he is working, it's not going to be a high tax bracket probably; so...

THE COURT: So, in any event, that's the way I'm going to do it, 55/45.

MS. MILLER: And so that would be

across the board. In other words, when we're figuring out what the balance of the retirement accounts, for example, goes to him, we have to give him credit for $81,708.

THE COURT: That's correct.

MS. MILLER: Or whatever the balance is.

THE COURT: Whatever the balance is that date.

MS. MILLER: Okay.

THE COURT: He'll get 45 percent of everything, including that balance, but he'll get that one account --

MS. MILLER: Right.

THE COURT: -- for certain.

MS. MILLER: Right. And is that as of the value as of today, Your Honor, or will it be the day you sign the decree? Because, I'll obviously have to get this typed up.

THE COURT: I think you're stuck with the day I sign the decree.

MS. MILLER: I think I am too. That's fine.

THE COURT: I think that's right. And I don't know who that will benefit. It might benefit

you. I don't know. You correct -- I asked the question about spousal support. And as Ms. Miller correctly pointed out, he hasn't asked for any. So he doesn't get any.

MS. MILLER: And do you really -- just for the record, Your Honor, I would submit that you wouldn't really be able to make a findings of facts necessary to do the conclusion of law that he would be entitled without his testimony about what his working ability is or earning ability is or anything.

THE COURT: Well, that's arguable.

MS. MILLER: I just want to throw that out there.

THE COURT: But he certainly didn't testify, and there's proof -- there's no proof of his need.

MS. MILLER: Right.

THE COURT: He's not offered any proof of his need. So spousal support is based on needs and ability to pay. There's been a little bit of testimony that Mrs. Stanford is going back to work, but she's not going to work forever, not going to be expected to work forever, and she's entitled to enjoy some of the fruits of her labors over the years just like anybody is.

MS. MILLER: And so I should put a

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finding that there is no spousal support?
THE COURT: There's no spousal support awarded. He did not ask for it and there's no proof that he needs it, and so he doesn't get any.
MS. MILLER: Okay. Thank you.
THE COURT: And I do want a finding in there that Mr. -- based upon the order of Judge Smith of June 23, 2022, and the testimony today, there's no question and it's proven beyond -- way beyond a preponderance of the evidence, certainly really probably at least by clear and convincing evidence, that Mr. Stanford is aware of these proceedings, has been aware for some time, and has chosen for whatever reason not to participate.
I noted in the e-mails that were presented to the Court, the e-mail address is the same e-mail address that Mr. Stanford texted to his wife saying "this is my e-mail address".
MS. MILLER: Yes, Your Honor.
THE COURT: So there's no question they were sent. Now, whether he opened the e-mail, I can't -- just like mailing somebody an envelope. You can't control whether somebody opens it, but those e-mails were sent to that address, and I presume they were received by him. He certainly has indicated, based

upon comments he's made to his wife, to his brother-in-law, that he knows what's going on here.
He even asked to negotiate something about the type of decision the Court might make. So he's aware of the proceedings, and I so find. That will be the order the Court.
MS. MILLER: Thank you, Your Honor. One more --
THE COURT: Costs taxed to him.
MS. MILLER: Okay. Costs taxed to him. Your Honor, health insurance --
THE COURT: Oh, yeah.
MS. MILLER: Would that be an August 1st thing too?
THE COURT: Yeah, it will be. Just notify him, by whatever means you have, that --
MS. MILLER: I can file a notice of insurance and just -- it's not an employer sponsored plan.
THE COURT: Right.
MS. MILLER: So, I think, I don't have like all -- but I can file it just so that it's in the record and it just tells, here's the contact information, you know, here's the --
THE COURT: Right. But in the Final

Decree, you need to say that premiums will be paid through July 31. And after that, if he wants to keep this plan, he'll have to obtain -- he'll have to make arrangements with the insurance company directly or get his own, whichever he chooses. I'm not sure he can keep the plan even if it's not an employer plan. I don't know without looking at the plan.
MS. MILLER: Right.
THE COURT: So -- all right. Anything else?
MS. MILLER: No, thank you.
THE COURT: Good luck to you, ma'am.
MRS. STANFORD: Thank you.
(Whereupon, no further statements or testimony adduced at this time and place and this hearing is concluded at 12:42 p.m.)

REPORTER'S CERTIFICATION

I, Kim Davidson, LCR#540, Licensed Court Reporter and Registered Professional Reporter, certify that I reported the foregoing proceedings at the time and place set forth in the caption thereof; that the proceedings were stenographically reported by me; and that the foregoing 128 pages of the transcript is a true and accurate record to the best of my knowledge, skills, and ability.

I further certify that I am not related to nor an employee of counsel or any of the parties to the action, nor am I in any way financially interested in the outcome of this case.

I further certify that I am duly licensed by the Tennessee Board of Court Reporting as a Licensed Court Reporter as evidenced by the LCR number and expiration date following my name below.

IN WITNESS WHEREOF, I have hereunto affixed my signature on this 23rd day of June, 2023.

// Kim Davidson //
KIM DAVIDSON, LCR, RPR
LCR No. 540, Expires 6/30/2024

STATE OF TENNESSEE

****

CYNTHIA STANFORD
[Plaintiff(s)]

vs.

Docket No: *22D210*

WILLIAM STANFORD
[Defendant(s)]

I, JOSEPH P. DAY, 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 above styled case on July 20, 2023 in the Fourth Circuit Court for Davidson County, Tennessee, 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, on January 10, 2024.

JOSEPH P. DAY
CIRCUIT COURT CLERK

JOSEPH P. DAY, Clerk,

By: _____
Deputy Clerk