

COMMONWEALTH OF KENTUCKY
FAYETTE CIRCUIT COURT
FIRST DIVISION
CASE NO: 00-CI-1483

ENTERED
ATTEST, VINCENT RIGGS, CLERK
MAY 14 2015
FAYETTE CIRCUIT CLERK
BY *R. Riggs* DEPUTY

IN RE THE MARRIAGE OF;
ANNE HARVEY ROBINSON (now HARVEY)

PETITIONER

AND

JOHN CONRAD ROBINSON, SR.

RESPONDENT

ORDER

*** **

These parties appeared on May 4, 2015 at 1:00 p.m. for a hearing on all pending issues. On April 9, 2015, an Order was issued establishing a Judgment of this Court to be \$456,271.22 as of January 20, 2015, inclusive of interest at the judgment rate and with credit for all payments received, with said Judgment continuing to accrue interest at \$149.03 per day. It is undisputed that that Judgment remains due and owing and climbing daily.

The issues to be heard on May 4, 2015, were Motions of the Petitioner for Contempt, for a Judgment for Diminution of Value of the Harrodsburg Road Property, and for Attorney's Fees. The Court heard testimony from the Petitioner, Mrs. Harvey, and one other witness Lee Fields, who works for Ball Homes. Testifying for Mr. Robinson was only himself.


The Court having heard the testimony and reviewing the record and considering the arguments of Counsel, it is hereby ORDERED and ADJUDGED as follows:

1. Mrs. Harvey's Motion was to Require Respondent to Reimburse Petitioner for the \$250,000.00 Diminution of the Harrödsburg Road Property as the result of the Respondent's alleged failure to comply with the Supplemental Findings of Fact and Conclusions of Law which were incorporated into the Decree of Dissolution. The Motion is OVERRULED for the reasons set forth below.
2. Mrs. Harvey makes a claim that the property was valued at \$3,550,00.00, pursuant to a contract in March 2013. The property was eventually sold for \$3,300,000.00, and the closing was conducted in May 2014. She alleges that the sole reason for her \$250,000.00 loss was that her ex-husband had failed to comply with the Divorce Decree when he did not "have any landscape returned, in a good and workmanlike manner, to its approximate original condition in keeping with the landscape of the residence, in Fayette County, Kentucky." Her basic allegation was that debris was found underground and subsequently removed, presumably by Ball Homes, all of which diminished the value of the property, and Mr. Robinson should be responsible therefore.
3. The Court finds as a matter of law and fact that the Court's original language is clear that Mr. Robinson's responsibility was to make the property landscape adequate for the landscape of a "residence". There was no mention about the resale of the property for development or commercial value. In fact, it appears that the original value of the property at the time of the divorce was \$856,000.00. The property quadrupled in value over the eleven years since the divorce, and instead of a sale for \$856,000.00, Mrs. Harvey ultimately received \$3.3 million dollars. As the Court stated in open court, it is probable that the \$250,000.00 so-called loss in value would not have been a complaint if Mr. Robinson had complied with his responsibility to pay

- cash to Mrs. Harvey after the divorce. Instead, he has paid virtually nothing, and still owes her over \$450,000.00.
4. The Court suspects that her legitimate frustration over not being paid those sums has led to the filing of this action seeking the \$250,000.00 on the value of the Harrodsburg Road property.
 5. At the time of the final divorce, the Judge found the total marital estate to be approximately \$4,500,000.00. The only asset that ended up on Mr. Robinson's side at the ledger was his company, valued at \$3.6 million. Mrs. Harvey received the Harrodsburg Road property valued at \$856,000.00. Mr. Robinson was ordered to pay \$288,000.00 in cash to Mrs. Harvey as a part of the Final Settlement. He has never paid that sum. It appears the primary asset of the husband after the divorce, the company, became severely devalued, while the primary asset of the wife, the Harrodsburg Road property, quadrupled in value after the divorce.
 6. There is no basis in law or fact for holding Mr. Robinson responsible for the sale price ultimately. Even if Mrs. Harvey did have a legitimate complaint, there are several principles which operate to bar her from any recovery. Waiver, estoppel, and laches all seem to apply. If she believed that Mr. Robinson had not returned the property to its proper condition after the divorce, she should have complained ten years ago. She did not, and she is barred therefore from any recovery. Likewise, attorney's fees for the collection of that debt obviously are not to be awarded either. However, it does appear the Mr. Robinson has been in default and contempt of court for other issues over the years.
 7. The Court has ordered the parties to submit further Affidavits in Law to support potential payment of attorney's fees for Mr. Robinson's failures over the years. Mrs. Harvey has until May 18, 2015 court date to file an affidavit providing details on her attorney's fees and the

contempt on the part of Mr. Robinson that led to the fees. After the affidavit is filed, Mr. Robinson shall then have two weeks to respond. The parties shall return to court on **JUNE 11, 2015 at 8:30 a.m.** for the Court's ruling on whether attorney's should be paid for Mr. Robinson's previous failures.

This 13 day of May, 2015.



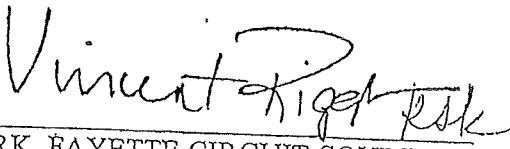
JUDGE TIMOTHY N. PHILPOT
FAYETTE FAMILY COURT,
1st DIVISION

CLERK'S CERTIFICATION

I hereby certify that a true and correct copy of the foregoing was mailed on
MAY 14 2015, to the following:

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CLERK, FAYETTE CIRCUIT COURT