

IN THE SUPERIOR COURT OF FULTON COUNTY

STATE OF GEORGIA

DANIELLE DEATON ROLLINS,

Plaintiff,

v.

GLEN WILLIAM ROLLINS,

Defendant.

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CIVIL ACTION

FILE NO. 2012-CV-210185

**FINAL ORDER ON DEFENDANT'S MOTION FOR CONTEMPT
AND
DEFENDANT'S MOTION FOR ATTORNEY'S FEES AND EXPENSES**

The Defendant's (hereinafter "Mr. Rollins") Motions for Contempt filed on August 4, 2014 and August 29, 2014, came before this Court for a final hearing commencing on November 6, 2017. This hearing was a continuation of the proceedings conducted on December 18, 2014, and in furtherance of the Order on Mr. Rollins' Motion for Contempt entered on April 3, 2015, finding the Plaintiff (hereinafter "Ms. Rollins") in willful contempt. Also before the Court was Mr. Rollins' Motion for Attorney's Fees Pursuant to O.C.G.A. §9-15-14. The parties were both present and represented by legal counsel. This Court has the authority to hear matters of contempt and enforce its orders. This Court is sitting as a judge of the Superior Court of Fulton County, and has exclusive jurisdiction to hear matters incidental to the granting of divorce. Ga. Const. 1983, Art. VI, §IV, ¶I. O.C.G.A. §19-5-1. After consideration of the evidence and the legal arguments presented by counsel for both parties, the Court ORDERS, ADJUDGES AND DECREES as follows:

I. FACTUAL AND PROCEDURAL BACKGROUND

The case from which the current matter arises is a divorce that was entered between the parties on December 11, 2013. The financial terms of the parties' divorce were agreed upon and incorporated into a Memorandum of Settlement that was executed by the parties on December 3, 2013. (Exhibit D-1). The Memorandum of Settlement, page 5, provided for the parties to "*submit the issue of the equitable division of their furniture and furnishings to binding arbitration.*"

Additionally, Mr. Rollins received the parties' former marital residence located at 3053 Habersham Road, Atlanta, Georgia (the "Habersham home"). Ms. Rollins was living in the Habersham home at the time of the entry of the divorce decree, and Mr. Rollins was living elsewhere. The Memorandum of Settlement permitted Ms. Rollins to continue living in the Habersham home until August 1, 2014. Ms. Rollins was to maintain the Habersham home and property in its "*good and present condition*" and provide written notification of any changes in condition to the home and property during the period of her exclusive occupancy.

The arbitrator employed by the parties conducted a thorough examination of the personal property of the parties located not only at the Habersham home, but also Mr. Rollins' temporary residence, his business office, and a storage unit. The arbitrator requested that the parties provide him with schedules of china and dinnerware, and he conducted an evidentiary hearing during which he received additional testimony and written evidence regarding the parties' property. The arbitrator issued an Arbitrated Award of Furniture and Personalty (7/25/14) on July 25, 2014 (hereinafter referred to as the "Arbitration Award"). (Exhibit D-3, and P-111).

The Memorandum of Settlement granted Mr. Rollins the right to conduct an inspection of the Habersham home one week prior to Ms. Rollins vacating the home. On July 14, 2014, Mr.

Rollins notified Ms. Rollins of his intent to inspect the Habersham home on July 24, 2014, which was one week prior to the last permitted day of Ms. Rollins' occupancy, July 31, 2014. (Exhibit D-4). Ms. Rollins, through her legal counsel, objected to Mr. Rollins conducting his inspection of the Habersham home on July 24, 2014. Ms. Rollins proposed no date or time for the inspection that would have been in compliance with the terms of the Final Decree and incorporated Memorandum of Settlement. Ms. Rollins' legal counsel insisted that the inspection take place on either July 28 or July 29, both several days short of the "*one week prior*" language of the Memorandum of Settlement. (Exhibit D-4).

Mr. Rollins conducted his inspection of the Habersham home on July 24, 2014 despite the objections of Ms. Rollins. Mr. Rollins discovered during his inspection of the Habersham home on July 24, 2014 that Ms. Rollins had begun to remove fixtures and other personal property installed at the Habersham home. The inspection revealed evidence that Ms. Rollins was engaged in deliberate efforts to violate the terms of the Final Decree and to take property without regard to, and ultimately in contravention of, the parties' agreement to arbitrate the division of their furniture and furnishings.

Mr. Rollins' attorney communicated with Ms. Rollins' attorneys to facilitate an orderly transfer of the Habersham home and personal property in connection with Ms. Rollins' move. (Exhibit D-5). Mr. Rollins extended Ms. Rollins the opportunity to move out any time on August 1, 2014, thereby giving her an additional 24 hours of time to move. (Exhibit D-5). Nevertheless, Mr. Rollins' attorney was informed on the morning of August 1, 2014 that Ms. Rollins had vacated the Habersham home. (Exhibit D-6).

Mr. Rollins entered the Habersham home at approximately 10:30 a.m. on August 1, 2014. He was accompanied by an investigator, Oliver Halle, and a locksmith. Mr. Rollins quickly

discovered that numerous items of property awarded to him by the arbitrator were missing. He also discovered that the Habersham home and property had been damaged above and beyond normal wear and tear. Mr. Rollins' attorney immediately contacted Ms. Rollins' attorneys to advise them of the missing property and damage at the Habersham home and provide Ms. Rollins the opportunity to return the property. (Exhibit D-6). Ms. Rollins did not make any effort to return the property. Her attorneys only stated that they would "*send Ms. Rollins your communications.*" (Exhibit D-6).

On August 4, 2014, Mr. Rollins filed an Application for Confirmation of Arbitration Award, Emergency Motion for Injunctive and Equitable Relief, and Motion for Contempt. Mr. Rollins' Motion for Injunctive and Equitable Relief and Motion for Contempt was predicated on Ms. Rollins' violation of the Arbitration Award and the Final Decree. Mr. Rollins' Motion was also predicated on Ms. Rollins' acts of damaging or permitting damage to Mr. Rollins' home and property.

On August 12, 2014, Judge Bensonetta Lane conducted a hearing on Mr. Rollins' Application for Confirmation of Arbitration Award, Emergency Motion for Injunctive and Equitable Relief, and Motion for Contempt. Judge Lane entered an Order on Mr. Rollins' Emergency Motion for Injunctive and Equitable Relief on August 14, 2014. Among the orders imposed on Ms. Rollins, she was to do the following:

- "*provide Mr. Rollins with written notification of all locations in which she has placed or stored personal property, furniture and furnishings that were awarded to Mr. Rollins in arbitration.*"
- "*deliver to the possession of Mr. Rollins all items of furniture, furnishings and personal property that were awarded to him by the Arbitrated Award of Furniture*

and Personalty and specifically identified by the arbitrator as being located in the Habersham home."

- *"identify by name, address and telephone number any and all persons who were permitted by her to have access to the Habersham home and/or the contents thereof, at any time during the period of July 24, 2014 until August 1, 2014."*

Ms. Rollins filed her Emergency Hearing-Requested Information and Emergency Hearing - Supplement to Requested Information, representing the information provided as being in full compliance with the requirements of the August 14, 2014 Order. (Exhibits D-20 and D-21). Ms. Rollins' filings were false, as she did not identify at least one moving company, Armstrong Relocation, which she hired to move property. Furthermore, Ms. Rollins did not comply with the terms of the Order requiring her to deliver the subject property to Mr. Rollins. Mr. Rollins filed a Motion for Contempt and Injunctive and Equitable Relief on August 29, 2014. This Motion sought for Ms. Rollins to be found in willful contempt of the Order of August 14, 2014.

Mr. Rollins, through his legal counsel, made numerous efforts to communicate with Ms. Rollins and her legal counsel to obtain recovery of the missing property. (Exhibits D-22, D-24, D-25, D-27, D-29, and D-32). Ms. Rollins, however, refused to fully cooperate or comply with the Order of August 14, 2014. Ms. Rollins, through her legal counsel, asserted false denials that she had willfully removed items belonging to Mr. Rollins from the Habersham residence. (Exhibit D-26).

Mr. Rollins was forced to take Ms. Rollins' deposition in an effort to learn why the property was taken, where it was located, and how the damage was caused to his home. Ms. Rollins was instructed to not answer many of the questions from Mr. Rollins' attorney during the

deposition, and she asserted her Fifth Amendment privilege approximately 250 times to all questions regarding the missing property and damage to Mr. Rollins' home.

Mr. Rollins offered to mediate the issues with Ms. Rollins, but mediation was conditioned upon Ms. Rollins complying with the Order of August 14, 2014 and providing notice of the location of the missing property. (Exhibit D-34). Ms. Rollins made no effort to meet the conditions of the mediation.

Judge Lane conducted a hearing on December 18, 2014. The subjects of the hearing included Mr. Rollins' Motion for Contempt filed on August 4, 2014 and Mr. Rollins' Motion for Contempt filed on August 29, 2014. The hearing revealed that Ms. Rollins lied to the Court in her filings, intentionally retained possession of property awarded to Mr. Rollins and caused or permitted damage to Mr. Rollins' property. The December 18, 2014 hearing, however, was never concluded, as it was bi-furcated so that evidence related to the calculation of damages resulting from Ms. Rollins' behavior could be heard at a later date. The attorneys for both parties stipulated to bi-furcating the proceedings.

On April 3, 2015, Judge Lane entered an Order on Mr. Rollins' Motion for Contempt and found Ms. Rollins in willful contempt of the Order entered on August 14, 2014. The April 3, 2015 Order further directed Ms. Rollins to "*show cause why she ought not be incarcerated for her contempt.*"

Ms. Rollins appealed the April 3, 2015 Order. She filed both a discretionary application for appeal and a direct appeal. The discretionary application was denied, and the direct appeal was dismissed as improper. While the improper direct appeal was still pending at the Supreme Court, Judge Lane issued a Rule Nisi for a hearing to be held on November 19, 2015 for entry of a final order on the contempt found in the initial contempt order of April 3, 2015. Although a

final order on the contempt was entered November 24, 2015 and the direct appeal of the initial contempt order was improper, this final order regarding Petitioner's contempt was vacated upon the Supreme Court's holding in Rollins v. Rollins, 300 Ga. 485, 485 (2017), that supersedes attached even upon an unauthorized direct appeal.

Following the ruling from the Supreme Court, this Court entered a Rule Nisi on September 5, 2017 for a final hearing on Mr. Rollins' Motion for Contempt to be held November 6-9 and 13, 2017. An amended Rule Nisi was then entered on November 1, 2017.

II. FINDINGS OF FACT

A. On August 14, 2014 Ms. Rollins was ordered to return to Mr. Rollins' possession "*all items of furniture, furnishings and personal property that were awarded to him by the Arbitrated Award of Furniture and Personalty and specifically identified by the arbitrator as being located in the Habersham home.*" Ms. Rollins did not return all such items to Mr. Rollins possession. Exhibit D-8 (including Exhibits D-11, D-12 and D-13) introduced by Mr. Rollins lists the items awarded to Mr. Rollins but not in the Habersham home when he took possession on August 1, 2014. The Court finds that Ms. Rollins purposefully took the items designated on Exhibits D-8, D-11, D-12 and D-13). Ms. Rollins has returned some items of property awarded to Mr. Rollins. Those returned items are set forth on Exhibit D-9. The remaining items that were awarded to Mr. Rollins, taken by Ms. Rollins, and which have not been returned to Mr. Rollins are set forth on Exhibits D-10, D-11, D-12 and D-13.

B. Ms. Rollins asserted various excuses and justifications for taking the property awarded to Mr. Rollins. She blamed the process of her move as being hectic and confusing. She blamed the arbitrator's award for being issued one week prior to the move. She considered the arbitrator's award to be confusing. She accused one of her prior attorneys of telling her that she

could take fixtures from the home. This act was particularly grievous, as Ms. Rollins removed over 100 valuable fixtures from the home. Additionally, Ms. Rollins accused a former employee of being dishonest, and she also claims to have relied on that employee for managing the move. Ms. Rollins' excuses and justifications are not persuasive. She produced no witnesses to corroborate her claims, despite asserting that other people were responsible for moving her property. She had more than seven months to plan her move. She purchased a home in June 2014, but claims that the home she purchased was not inhabitable. Ms. Rollins received assets totaling more than \$15 million dollars in the divorce. She had the financial resources to acquire an adequate place to which to move, and to conduct an orderly and organized move. Ms. Rollins own testimony was that she spent \$70,000 on movers. Mr. Rollins granted her the entire day of August 1, 2014 to finish her move, but she didn't accept the offer. This would have provided her with a full week to move the items awarded to her. Ms. Rollins asserted that she had decided to spend time in Chicago during the week of her move, but this too was her decision and does not justify a failure to ensure that she moved only the property awarded to her.

C. Ms. Rollins clearly intended to take property awarded to Mr. Rollins. Her testimony reflected that she was angry about the arbitration award and that she wanted some of the property for her own purposes, such as copying furniture to have it remade. She employed a moving company, Armstrong Relocation, who specifically moved property that was awarded to Mr. Rollins, and she failed to disclose Armstrong when required to do so by the order entered August 14, 2014. Ms. Rollins even had her former business partner, Bill Ingram, involved with employing Armstrong so as to aide in concealing their work during the move. Mr. Rollins' testimony revealed that someone had disabled the external security cameras at the home during

the process of Ms. Rollins' move. This is a further indication of her intent to conceal who conducting the move, and what was being moved.

D. Ms. Rollins has delivered some of Mr. Rollins' property to him, as shown on Exhibit D-9, however she has not returned all of the items known to have been moved by Armstrong. Included among the items not returned to Mr. Rollins are items that she admits she had and which her attorney represented were going to be returned (the Christopher Spitzmiller lamps). (Exhibit D-33). Ms. Rollins also returned some items (the breakfast room table and chairs) only after having them repainted. This indicates her intent to convert the property to her own purposes. The Court is persuaded that Ms. Rollins still has items in her possession or control. In this regard, Mr. Rollins was able to identify a framed work of art that Ms. Rollins took from the Habersham home, but which had not been awarded to her. She posted a photograph of this framed art on a website, and when confronted on the witness stand, she admitted that it belonged to Mr. Rollins and returned it to him on the last day of the hearing.

E. Ms. Rollins' claims that Mr. Rollins was not awarded the items on Schedule A (Exhibit D-11), Schedule B (Exhibit D-12) and Schedule C (Exhibit D-13) are without merit. The Arbitration award specifically included reference to Schedule A and Schedule C as being awarded to Mr. Rollins (Items 141 and 189, and they were attached to the Arbitration Award. Schedule B was also attached to the Arbitration Award. (Exhibit P-111). Husband was awarded Item 168 of the Arbitration Award (set of silver service sterling silverware). The detail of the number and identity of the Tiffany Audubon silver was included in the Arbitration Award. The Arbitration Award prohibited Ms. Rollins from removing from the Habersham home any property not specifically awarded to her.

F. Ms. Rollins' claim that she gave Mr. Rollins household items that were awarded to him under the temporary order in the divorce case is not credible. The contents of Mr. Rollins' townhouse were identified and recorded by the arbitrator. The Court further takes note of the testimony from Mr. Rollins that he was awarded possession of valuable items of personal jewelry, such as his watch and cufflinks, but that those items were never delivered to him by Ms. Rollins.

G. Ms. Rollins' claim that she was awarded the outdoor furniture (Item 650 of the Arbitration Award) is without merit. Mr. Rollins was specifically awarded the outdoor furniture as Item 650 of the Arbitration Award. This property was among the property moved by Armstrong Relocation. Ms. Rollins would not have concealed the use of Armstrong Relocation by failing to identify them in accordance with the August 14, 2014 Order if she possessed a credible claim to ownership of the property. Ms. Rollins' claim that she was awarded the Frances Elkins loop back chairs and Breakfast room table is likewise without merit. Mr. Rollins was specifically awarded the Frances Elkins loop back chairs and Breakfast room table as Items 180 and 181 of the Arbitration Award. This is the property that she had repainted before delivering it to Mr. Rollins.

H. Ms. Rollins' claim that the blue throw (Item 67 of the Arbitration Award) is not a Hermes cashmere throw is not credible. Ms. Rollins identified the throw as a Hermes during her testimony before the arbitrator and at her deposition.

I. Ms. Rollins' claim that the Arbitration Award was confusing, and that she justifiably believed that she had been awarded certain items that she withheld from Mr. Rollins is without merit. Ms. Rollins moved to vacate the Arbitration Award, and her motion was denied. The Arbitration Award was confirmed by this Court. Ms. Rollins had the opportunity to raise

any such issue with the Court as part of her motion to vacate, or separately as a motion for clarification. In the nearly 3-1/2 years of litigating Mr. Rollins' contempt claims, Ms. Rollins never before argued that she was entitled to retain the property that she took because she believed that it had been awarded to her.

J. Ms. Rollins purposefully and with malice caused damage to the home and property of Mr. Rollins on Habersham Road. Mr. Rollins discovered that damage when he took possession of the home on August 1, 2014. Mr. Rollins testified that the damage was not present when he lived at the home prior to the parties' separation. Mr. Rollins' testimony regarding the damage to the Habersham home was supported by the testimony of Oliver Halle, who accompanied Mr. Rollins when he took possession of the home. Ms. Rollins offered no persuasive evidence that she was not the cause of the damage discovered by Mr. Rollins, other than her denial. At a minimum, Ms. Rollins permitted the damage to occur. Ms. Rollins' disclosures, which she filed with this Court on August 13, 2014 and August 15, 2014, identified persons who were in the Habersham home during the period of her move. If Ms. Rollins was not the source of the damage to the home and property, she could have produced at least one witness who would have supported her claims that the damage pre-existed the parties' separation. Furthermore, Ms. Rollins was under a specific obligation to provide written notice of any change in condition to the Habersham home and property. This provision of the parties' settlement agreement was intended to prevent any dispute about the date and cause of damage. Ms. Rollins did not provide any notice of any damage. Also, many of the items of property which were damaged were viewed during the inspections which took place as part of the arbitration process and in furtherance of the parties' settlement agreement. No damage was noticed during these inspections. The Court finds particularly persuasive the fact that Ms. Rollins claims that the

Louis XV chair had been damaged for years, yet she introduced into evidence an appraisal of that chair which was conducted during the marriage, and the appraisal did not note any damage. (Exhibit P-102). The Court finds Ms. Rollins' testimony denying the damage to lack credibility.

K. Mr. Rollins presented Exhibits D-38 and D-39, detailing damages to property at the Habersham home, and the costs that he has paid to repair and replace damaged property. Mr. Rollins also presented Exhibits D-40 and D-39 detailing estimates for repairing damages that he has not yet paid to repair. The Court finds the evidence of the damage as credible and the costs of repair as reasonable.

L. Mr. Rollins presented evidence of the value of the items of property which have not yet been delivered to him. Mr. Rollins testified as the owner of the items listed on Exhibit D-37 and presented a proper foundation of knowledge regarding the items to provide his opinion of value. Mr. Rollins also two expert witnesses who were properly qualified as appraisers of personal property. They provided their opinions on the value of property set forth in Exhibits D-55 and D-56. Ms. Rollins did not present any proper or credible evidence as to the value of the property in question. She represented that she had obtained an opinion from an expert witness, but did not present the expert witness, despite having the witness under subpoena and being given the option of having her witness testify by telephone.

III. STANDARD OF VALUE APPLICABLE TO CONTEMPT REMEDIES

The appropriate standard of value to be applied so as to place Mr. Rollins in the same or similar condition he would be in if Ms. Rollins had complied with the Court's orders is set forth in Cason v. Cason, 281 Ga. 296, 637 S.E.2d 716 (2006) as "a sum in the amount of the highest value which the injured party is able to prove existed between the time of the conversion and the

trial." Also, the evidence presented by Mr. Rollins was in accordance with Loggins v. Mitchell, 21 Ga.App. 358, 411 S.E.2d 98 (1991).

IV. ORDERS ON MOTION FOR CONTEMPT

A. Ms. Rollins is hereby ordered to return to Mr. Rollins each and every item of property set forth on Exhibits D-10, D-11, D-12, and D-13. These items of property shall be delivered by Ms. Rollins at her expense to Mr. Rollins' home located at 3053 Habersham Road, Atlanta, Georgia no later than 5:00 p.m. March 30, 2018. The delivery shall be conducted by professional, bonded movers who shall certify each item of property delivered. Ms. Rollins shall provide Mr. Rollins with a full, written detail (inventory) no less than 72 hours prior to the delivery as to all items being delivered. She shall also provide a written detail of the items that are not being delivered. Mr. Rollins shall be given no less than 72 hours advance notice of the date and time for the items to be delivered. Upon delivery the items shall be checked off by Mr. Rollins as received and accepted or received and disputed.

B. Mr. Rollins shall have until 5:00 p.m. on April 3, 2018 to dispute whether an item delivered was in fact the item awarded to him in arbitration in writing to Ms. Rollins. If Mr. Rollins disputes any item, he shall make the item immediately available to Ms. Rollins for her pick up. Ms. Rollins shall pick up the item, at her expense, on a date and time convenient to Mr. Rollins. If Mr. Rollins disputes any item, Ms. Rollins shall pay to Mr. Rollins the value of the item as set forth on Exhibit D-37, Exhibit D-55, or Exhibit D-56 (including any sales tax or buyer's premium stated on the exhibit) no later than 14 calendar days after Mr. Rollins provides written notification of his dispute. Mr. Rollins notification that he disputes that an item delivered was in fact the item awarded to him in arbitration shall be the sole determining factor

necessitating that Ms. Rollins instead pay the value of the item as stated above. Payment shall be made by certified check.

C. Ms. Rollins shall pay the full value of any item or items that she does not deliver to Mr. Rollins, as such value is set forth on Exhibit D-37, Exhibit D-55, or Exhibit D-56 (including any sales tax or buyer's premium stated on the exhibit). As Mr. Rollins is in possession of the broken Louis XV chair, Ms. Rollins shall pay the sum of \$12,371.04 for this item and retrieve the two Louis XV chairs in Mr. Rollins possession when payment is made. The value of all such items shall be paid no later than 5:00 p.m. on April 2, 2018. Payment shall be made by certified check.

D. Ms. Rollins shall pay to Mr. Rollins the sum of \$39,130.46, representing the full value of the items that Mr. Rollins has replaced due to the items not being timely returned to him. The Court finds it reasonable that Mr. Rollins had to replace some items for his home. Payment shall be made by certified check no later than 5:00 p.m. on April 2, 2018.

E. Ms. Rollins shall pay to Mr. Rollins the sum of \$77,706.91 for his damages due to the damage caused to his property at the Habersham home. Payment shall be made by certified check no later than 5:00 p.m. on April 2, 2018. This sum is calculated as follows:

Paid Costs of Repairing and Replacing Damaged Property	\$31,542.18
Unpaid Costs of Repairing and Replacing Damaged Property	\$46,164.73
TOTAL	<hr/> \$77,706.91

F. In the event that Ms. Rollins is ever in possession, custody or control of any items of personal property awarded to Mr. Rollins pursuant to the Judgment on Division of Furniture and Personal Property entered by this Court on January 15, 2015, she shall immediately deliver

such property to the possession of Mr. Rollins. Should Ms. Rollins ever become aware of the location of any items of personal property awarded to Mr. Rollins pursuant to the Judgment on Division of Furniture and Personal Property entered by this Court on January 15, 2015, which have not already been returned to Mr. Rollins, she shall immediately notify Mr. Rollins and do all things in her power to facilitate the transfer of possession of such items to Mr. Rollins.

G. Exhibits D-10, D-11, D-12, D-13, and D-37 (first page only) are attached hereto for reference. Exhibits D-55 and D-56 are not attached, but are the reports of Mr. Rollins' experts J. Brady and S. Nix admitted into evidence during these proceedings. The value of item 10 of J. Brady's report was adjusted downward \$400 by the witness during the hearing. That adjustment is appropriate and shall be applied by the parties in performance of this Order. Similarly, the value of item 35 of S Nix's report was adjusted downward by \$2,384.91 by the witness during the hearing. That adjustment is appropriate and shall be applied by the parties in performance of this Order.

V. **ATTORNEY'S FEES AND EXPENSES OF LITIGATION**

The Court finds that Ms. Rollins and her legal counsel have engaged in a deliberate, concerted practice of abusive litigation as warrants an award to Mr. Rollins of his attorney's fees and expenses of litigation pursuant to O.C.G.A. §9-15-14. The award is justified under both O.C.G.A. §9-15-14(a) and (b). O.C.G.A. §9-15-14(a) provides for a **mandatory** award of attorneys fees and litigation costs upon a finding of the absence of any justiciable issue of law or fact. O.C.G.A. §9-15-14(b) permits the court to award attorneys fees at its discretion upon a finding that a party lacked substantial justification or that the action was interposed for delay or harassment.

The Court finds the absence of any justiciable issue of law or fact on the part of Ms. Rollins' arguments and efforts to deny Mr. Rollins possession of the property awarded to him in arbitration, as well as her efforts to prevent Mr. Rollins from obtaining a remedy for the harm caused by him not receiving his property and the harm caused by the damage to the Habersham home. The Court also finds that Mr. Rollins' fees and expenses have been incurred as a direct result of litigation tactics interposed for delay and harassment without any substantial justification.

Ms. Rollins' actions to deprive Mr. Rollins of the property awarded to him and her actions to conceal the methods and manner thereof, caused Mr. Rollins to pursue discovery and seek the intervention of the court. Rather than admit her wrongdoing and subsequently comply with the Court's Order of August 14, 2014, Ms. Rollins engaged in efforts to conceal her actions. Ms. Rollins asserted the Fifth Amendment privilege throughout her deposition when she was questioned about taking property awarded to Mr. Rollins, about retaining the property in violation of the court order, and about vandalizing Mr. Rollins' home. This was nothing more than a tactic employed by Ms. Rollins to create delay and confusion in the proceedings. The Court is authorized and draws the inference of an implied admission by Ms. Rollins that she engaged the acts of which she is accused. "Although a person does have a right to invoke the privilege in a civil case in order to protect himself, when he does so, an inference against his interest may be drawn by the factfinder. 'Since the inference is irresistible and logical in such circumstances, the court may as a matter of law draw the inference. Such an inference is based upon an implied admission that a truthful answer would tend to prove that the witness had committed the . . . act . . . The administration of justice and the search for truth demands that an inference may be drawn that witness' testimony would be unfavorable to him in a civil action in

which the privilege is invoked to protect himself . . ." Simpson v. Simpson, 233 Ga. 17, 209 S.E.2d 611 (1974), quoting Molloy v. Molloy, 46 Wis.2d 682, 176 N.W.2d 292 (1970). This Court does draw such an inference from Ms. Rollins' assertions of the Fifth Amendment privilege and her refusal to answer questions during her deposition. Her subsequent denials, excuses and justifications lacked credibility.

Ms. Rollins did admit to some of her acts of willful contempt when Judge Lane convened the December 18, 2014 contempt hearing. At the hearing, she admitted to taking property awarded to Mr. Rollins, retaining possession of property awarded to Mr. Rollins, concealing the location of property awarded to Mr. Rollins and concealing the identity of persons employed by her to move property awarded to Mr. Rollins. Then, after being found in contempt, she filed an Application for Discretionary Appeal of the finding, which appeal was dismissed.

During the hearing conducted by this Court, Ms. Rollins' testimony appeared to deny even her prior admissions of wrong doing. Her testimony, however, lacked any credibility. She was confronted with prior sworn testimony throughout her cross examination, and she repeatedly contradicted her prior testimony. For example, she denied her prior identification of certain property (the blue Hermes cashmere throw) and she denied prior testimony that she instructed movers to move property from Armstrong Relocation to her home. Ms. Rollins' actions are the very definition of the "complete absence of any justiciable issue of law or fact that it could not be reasonably believed that a court would accept the asserted claim." O.C.G.A. § 9-15-14(a). She has no justification for taking property that was not awarded to her and then lying and using the litigation process to avoid the consequences of her actions.

Ms. Rollins has used her attorneys to pursue legal arguments and claims that no reasonable attorney could believe would be accepted by the court. Her Motion to Vacate the

Arbitration Award was based upon representations that were easily verified as false. For example, Ms. Rollins alleged that the arbitrator's use of the second prioritized lists and his awarding to Mr. Rollins of the first selection and award was "[w]ithout explanation." Contrary to Ms. Rollins' allegation, the arbitrator found that "*[t]he priority numbers of some of the bids on the second bid list prepared by the [Ms. Rollins] were clearly and unquestionably reordered and re-sequenced.*" Ms. Rollins' attempt to reorganize and re-sequence her prioritized list after the arbitrator's deadline, and after Mr. Rollins' list was submitted to Ms. Rollins' legal counsel, threatened the integrity of the arbitration process and was appropriately remedied by the arbitrator.

Comparison of the parties' prioritized lists with the Arbitration Award (the prioritized lists were attached by the Arbitrator to his Award) reveals that the parties' prioritized lists were a mechanism used by the arbitrator to divide some, but by no means all, of the personal property that was at issue in the arbitration process.

Ms. Rollins' attorneys also claimed without any factual or legal support that the arbitrator, Stephen Steele, exhibited a manifest disregard for the laws regarding equitable division. Contrary to Ms. Rollins' allegations, the arbitrator clearly expressed in the Arbitration Award knowledge of the law applicable to the equitable division of property, as well as a conscious and deliberate application of the law. The Arbitration Award included specific reference to the Suggested Pattern Jury Instructions 22.100 through 22.170. Additionally, the findings of the arbitrator are supported by extensive evidence gathered over the course of a thorough investigation. The Arbitration Award describes the evidence considered by the arbitrator, and the testimony of the parties was transcribed. The transcript reflects that the arbitrator did not exclude any relevant evidence from consideration.

The primary fact upon which Ms. Rollins based her Motion to Vacate is her objection to the arbitrator's process of asking the parties to provide prioritized lists, and then using those prioritized lists to allocate the prioritized items of property between the parties. Ms. Rollins claimed that allocating specific property items between the parties based on how the parties themselves viewed the relative value of the items was somehow a disregard of the legal principles applicable to equitable division. Ms. Rollins' argument lacked any merit.

Ms. Rollins completely disregarded the discretion given to a fact finder when making an award of equitable division. The fact finder possesses broad discretion to distribute marital property to assure that property accumulated during the marriage is fairly divided between the parties.

This Court also finds that Ms. Rollins' abusive litigation tactics and efforts at delay and harassment have been facilitated by her legal counsel, including Mr. Corbett. The Court takes notice that Mr. Corbett has been legal counsel for Ms. Rollins since the arbitration hearing. He represented her at the arbitration hearing, during her deposition, and at the December 2014 Contempt hearing. Mr. Corbett is no longer practicing with the firm of Gordon & Rees, but he was part of the team representing Ms. Rollins while he was at Gordon & Rees.

Ms. Rollins' legal counsel has made numerous false representations during the litigation of this dispute, which are all imputed to Mr. Corbett because of his consistent role as an attorney for Ms. Rollins throughout this litigation. Mr. Rollins' attorney has made multiple requests for Ms. Rollins to return the property awarded to Mr. Rollins. On August 20, 2014, one of Ms. Rollins' legal counsel at Gordon & Rees responded to this request by stating that Ms. Rollins was not obligated to identify the locations of the property awarded to Mr. Rollins. He stated that Ms. Rollins "denies having willfully removed items belonging to Mr. Rollins." (Exhibit D-26).

These statements, and especially the statement that Ms. Rollins denies having willfully removed items belonging to Mr. Rollins are false. Ms. Rollins subsequently admitted to willfully removing the items, to willfully not disclosing her movers, and to willfully retaining the items in storage.

Ms. Rollins' counsel stated in the letter of August 20, 2014 that "Ms. Rollins is working in good faith to examine the items in her possession and to arrange for a return of any such items by August 29, 2014." (Exhibit D-26). Every aspect of this statement was false, and the failure of Ms. Rollins and her legal counsel to comply with the obligations inherent in the statement have caused virtually all of Mr. Rollins' attorney's fees and expenses of litigation from August 1, 2014 to date.

On August 28, 2014, Ms. Rollins' counsel wrote another letter to Mr. Rollins' counsel and stated that "Ms. Rollins is diligently inspecting boxes that are stored at her parent's house and at her rental home... No moving company has been retained given the limited number of items that she found at the present." (Exhibit D-30). Again, this statement was entirely false. Ms. Rollins had items in her possession at a storage facility maintained by Armstrong Relocation, a moving company. It is inconceivable given the Court's Order of August 14, 2014 and the scrutiny placed on Ms. Rollins' actions relative to the personal property at issue that Ms. Rollins' attorneys, Mr. Corbett in particular, were not fully aware that she was acting in willful contempt.

Ms. Rollins' litigation strategy has been driven by the objectives of undermining the Arbitration Award and, and delaying and frustrating the ability of the Court to enforce its orders. To this end, Ms. Rollins and her attorney filed multiple motions to recuse Judge Lane and she attacked the integrity of the Court without cause or justification. The motions to recuse all had the effect of delaying the Court from administering a remedy for Ms. Rollins' contempt and

making Mr. Rollins whole on his losses due to Ms. Rollins' actions. Similarly, Ms. Rollins filed numerous pre-trial motions prior to the commencement of this hearing, all with the purpose of delaying or preventing the hearing.

The award of damages under OCGA §9-15-14 is intended not only to sanction or “deter litigation abuses but also to recompense litigants who are forced to expend their resources in contending with abusive litigation.” Connolly v. Smock, 338 Ga.App. 754, 791 S.E.2d 853 (2016), quoting LabMD, Inc. v. Savera, 331 Ga.App. 463, 465, 771 S.E.2d 148 (2015). In cases involving OCGA §9-15-14(a) or (b), the fee award must be limited “to those fees incurred because of [the] sanctionable conduct.” Harkleroad v. Stringer, 231 Ga.App. 464, 472(6), 499 S.E.2d 379 (1998). See also Santora v. American Combustion, 225 Ga.App. 771, 776(3), 485 S.E.2d 34 (1997); Duncan v. Cropsey, 210 Ga.App. 814, 815-816(2), 437 S.E.2d 787 (1993). “Lump sum” attorney fees awards are not permitted in Georgia. Huggins v. Chapin, 233 Ga.App. 109, 503 S.E.2d 356 (1998). The trial court is required to exclude from any sanctions award those fees and expenses unrelated to defending against the claims deemed frivolous. See: Harkleroad, 231 Ga.App. at 472(6), 499 S.E.2d 379.

Mr. Rollins' attorney's fees and expenses of litigation were introduced through the testimony of his attorney. Mr. Rollins' attorney was placed under oath and cross-examined by Ms. Rollins' attorney. Mr. Rollins' attorney asserted that the entirety of the fees and expenses were the result of sanctionable conduct. Indeed, at no point during the nearly 3-1/2 years of litigating this matter has Ms. Rollins or her attorney introduced any evidence demonstrating that she acted in good faith to communicate and cooperate with Mr. Rollins for the complete return of his property or remedy for damages.

Specific transactions presented on the invoices of Mr. Rollins' attorney were questioned by Ms. Rollins' attorney. For example, he was questioned about telephone calls. The testimony revealed that Mr. Rollins had to conduct discovery to learn the facts of Ms. Rollins' purchase of a home. This was relevant to the proceedings because Ms. Rollins asserted that she did not have a home in which to move, and that this caused confusion when moving out of the Habersham home. Ms. Rollins, however, bought a home in June 2014. The testimony also revealed that Mr. Rollins' attorney had to field telephone calls from media outlets, because Ms. Rollins contacted the media outlets to produce stories about the litigation. These contacts were part of a tactic on the part of Ms. Rollins to pressure Mr. Rollins. Further, Mr. Rollins' attorney supported his claim that he had to engage witnesses to appear at hearings and that one of those witnesses was represented by legal counsel. None of the questions of Ms. Rollins attorney to Mr. Rollins attorney highlighted billings that were not the result of Ms. Rollins refusing to return property to Mr. Rollins, refusing to present appropriate remedies and delaying the processes of justice in this case.

Mr. Rollins incurred \$155,605.33 in attorney's fees, \$22,875.00 in appraisal fees from Mr. Nix and \$10,874.50 in appraisal fees from Mr. Brady due to the abusive litigation of Ms. Rollins from August 1, 2014 through the month of October 2017. Exhibit D-57. In addition, Mr. Rollins incurred attorney's fees from November 1 through the conclusion of this hearing on November 13, 2017 in the amount of \$20,875.33. The total of these amounts is \$210,230.16. Ms. Rollins is hereby ORDERED to pay to Mr. Rollins the sum of \$176,480.66 for his attorney's fees and expenses. This amount shall be paid to Mr. Rollins in certified funds no later than 5:00 p.m. on April 2, 2018.

Because the Court finds that Mr. Corbett actively facilitated delay, Mr. Corbett is hereby ORDERED to be jointly and severally responsible with Ms. Rollins for immediately paying to Mr. Rollins the amount of \$50,768.64. This sum is included in the total attorney's fees award of \$176,480.66

Lastly, OCGA § 19-6-2(a)(1) specifically provides for the "grant of attorney's fees as a part of the expenses of litigation... [for] contempt of court arising out of... a divorce... case, including but not limited to contempt of court orders involving property division." Such an award "shall be ... [w]ithin the sound discretion of the court, except that the court shall consider the financial circumstances of both parties as a part of its determination of the amount of attorney's fees, if any, to be allowed against either party." The court recognizes its authority to grant reasonable fees to Mr. Rollins pursuant to this statute, and does so grant this award alternatively under OCGA § 19-6-2(a)(1).

VI CRIMINAL CONTEMPT

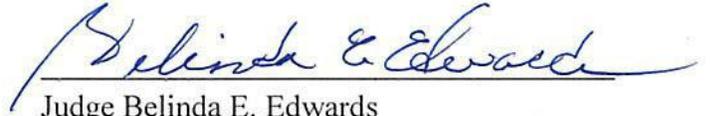
The Court has the authority to fine Ms. Rollins the sum of \$1,000 or incarcerate her for 20 days per contemptuous act due to the flagrant and malicious nature of Mr. Rollins' refusal to comply with the orders of this Court. Accordingly, Ms. Rollins is fined for one act of willful contempt and is fined the sum of \$1,000.00 She shall immediately pay such fine to Mr. Rollins.

VII COMPLIANCE HEARING

This matter is hereby scheduled for a hearing on April 18, 2018 at 9:30 a.m. to determine whether or not Ms. Rollins has performed in full compliance with the terms of this Order. In the event that Mr. Rollins notifies the Court 24 hours in advance of the hearing that Ms. Rollins has fully complied with the terms of this Order, the hearing shall be cancelled. If the Court

determines that Ms. Rollins has not performed in full compliance with the terms of this Order, the Court shall consider the immediate incarceration of Ms. Rollins or other appropriate remedy.

So Ordered, this 1st day of March, 2018.



Judge Belinda E. Edwards
Superior Court of Fulton County
Atlanta Judicial Circuit

Prepared and Submitted by:
R. Scott Berryman
Ga Bar No. 055679
6425 Powers Ferry Road
Suite 250
Atlanta, Georgia 30339
770-937-0012
scott@berrymanfamilylaw.com
Attorney for Mr. Rollins

Copy to:
Chris A. Corbett
Ga. Bar No. 401428
3340 Peachtree Road
Suite 1800
Atlanta, Georgia 30326
404-812-5371
chris@thecorbettfirm.com
Attorney for Ms. Rollins

Property awarded to Mr. Rollins but missing from Habersham residence as of December 18, 2014

Arbitrator Report

Item# or (photo # Description

#31 (19)	5 of 8 bound books on top of Chinoiserie low table with black laquer top
#43 (27)	7 bound books on top of coffee table
#67 (43)	Blue Hermes Cashmere Throw
#93 (58)	12 of 17-bound books on top of center parlor table
#98 (58)	Whole Zebra hide mounted as a rug
#114 (72)	3 of 4 pillows from Green silk velvet sofa
#141 (89, 90)	Glassware in Bar (All items in Schedule C) ✓
#166 (113)	Dining Room Curtain Rods
#168	Set of dinner service sterling silverware (see Schedule B) (All sterling silver flatware and many other sterling silver items missing)
#184 (127, 128)	Lamps by Christopher Spitzmiller
#189	Metal ice buckets and serving trays - 9 cupboards of glassware cups and saucers including all items in husbands Schedule A (Most of the valuable china and glassware missing) ✓
#193	Collection of Wicker pieces
#250 (164)	Umbrella stand exterior
#282	Mattress from Guest Bedroom
#314 (194)	Metal style striped containers (approx 5)
#333	Most of significant Halloween decorations
#348 (210A/B)	Table linens and basket near geothermal room
#366 (227)	2 pillows from red L-shaped sofa
#374 (231)	Red Chair and Red throw
#375 (230)	Gold trimmed bowl on coffee table
#487 (266)	French shade missing from Hers Master Closet
#495 (273A)	Floor swing lamp (silver)

#498 (275)	Artificial leopard rug
#624 (320)	Vacuum
#650 (348)	2 sets rectangular tables each w/ sofa and 4 chairs and cushions
#683 (374)	4 teak chairs missing
Photo 83,84	4 silk shades for sconces in the library
Photo 89,90	Approximately 12 solid brass cabinet knobs from cabinets in the bar
Photo 109	Dining room andirons for fireplace
Photo 114,116,117	12 silk shades for the 4 crystal sconces
Photo 136,138,145	4 solid nickel cabinet knobs from cabinets in kitchen, butlers pantry, kitchen office, and hallway
Photo 257	Curtains and valances with elaborate trim from hers master closet Roman Shade from hers master closet
Photo 269	Glass shelves in cabinet by hers master toilet
Photo 281	Pair sconces in Carlyles bathroom
Photo 292	Pair sconces in Emerson's bathroom
Photo 310,312,317	2 ties to the curtains in Media room (Matches fabric walls) - Ties were returned after the December 18, 2014 Herring
Photo 343	Large mirror with black framework in loggia

Schedule A

Butler's Pantry Contents: 9 cabinets

China:

1. Tiffany Cirque chinois -discontinued (Photo butler2 Second shelf from top right
(16 total.....12 were gifted by Ruthie M. Rollins) very very important to me

Dinner plate \$599.95

Breakfast cup & saucer set \$999.95

Bread & Butter plate \$379.95

salad/dessert plate \$489.95

total \$40,000+

ALL missing 80 pieces missing

2. Hermes Slesta Island-discontinued (photo butler1 and butler2 top four shelves right side
very very important to me 5 sets left in the pantry.

5 piece place setting \$740 x 16 sets \$11,840

Round deep platter \$600 x 2 \$1200 missing

soup terrines and serving dish \$1500 missing

Extra Dinner plates (24) \$240 x 24 \$5,760 missing

total \$20,800

9 place settings missing

104 pieces missing

3. Green/White pattern (Photo Butler1 provided Second shelf from bottom on left)

14-16 place setting

Dinner plate and salad plate

ALL missing

80 pieces missing

4. White antique with turquoise and gold trim(Photo Butler4 shelves 1-6 left side)

set 14-16 dinner plates and salad plates

4 serving pieces

ALL missing

84 pieces missing

5. Red and White Hermes set (Photo butler2 bottom left shelf)

important to me

set of 6

Dinner plate \$155 x6 \$930

dessert plate \$115x6 \$675

Large salad bowl \$670

total \$ 2375

ALL missing

30 pieces missing

6. Dark red orange print with gold trim(Photo butler2 second shelf from the bottom on the right)
setting for 12-14

Dinner plate

salad plate

ALL missing

24 pieces

7. White with blue(teal) floral print(Photo Butler2 self 3 &4 on right side from top)



117
12/11/14

8 serving pieces
8-12 possible settings
Dinner plates
salad plates
bowls
cups

600 pieces
ALL missing

8. White with gold or silver trim (Photo butler 2 bottom shelf right)
one large serving bowl
6-8 settings
dinner plate
salad plate

ALL missing

Glasses:

1. Turquoise Blue Dior glasses (Photo butler 5 shelf 3 and 4 from top on left)
Very very important to me 9 left
20 glasses
cost around \$275 each
total \$5500

* 11 missing

2. Red glasses with clear stem (Photo butler 5 shelf 2 from top on left side and shelf 5 from top on left)
set of 24

ALL missing

~~3. Dark green short glasses (Photo butler 5 shelf 2 and 3 from bottom on right side)
set of 14~~

were left in pantry

~~4. Light pink glasses (Photo butler 5 shelf 3 from bottom on right side)
set of 4~~

left in pantry

5. small dark red glasses (Photo butler 6 shelf 2 and 3 from bottom on left side)
set of 14 glasses

ALL missing

~~6. clear brandy glasses (Photo butler 6 shelf 3 and 4 from bottom right)
set of 17 glasses~~

~~17~~

X
7. champagne flutes (Photo butler 6 bottom shelf on left and right)
set of 24 flutes

only 6 left 18 missing

~~8. 10 white wine glasses (Photo butler 5 top right shelf)
set of 8-10~~

~~9. 8 red wine glasses (Photo butler5 top left shelf)~~

~~10. 5 stemless wine glasses (Photo butler5 shelf 3 from top right)~~

~~11. 12 light pink glasses with stem (Photo Butler10 top shelf)~~

~~12. 16 Hand-Blown Riedel wine glasses (Photo Butler11 Shelf two from the bottom on right and left)~~

~~13. 18 Large Riedel hand blown red wine glasses (Photo Butler11 bottom shelf)~~

~~14. 20 Red wine Glasses Hand-blown Riedel (Photo Butler11 third shelf from bottom right and left side)~~

Silver and other serving items:

1. 3 Large Glass bowls (Photo Butler7 Bottom shelf on Left) *ALL missing*

2. 2 Silver Ice buckets with wooden handles (Photo Butler7 second shelf from bottom on left hand side) *ALL missing*

3. 12-16 silver cups (Photo Butler7 on top left hand shelf) *ALL missing*

~~4. 4-6 crystal bowls (Photo Butler8 second shelf from bottom on right side)~~

5. 3 silver serving trays (Photo Butler8 second shelf from top on right) *ALL missing*

~~6. One silver tray with handles on each side (Photo Butler8 third shelf from top on left side)~~

~~7. Two small silver trays (Photo Butler8 fourth shelf from top on left side)~~

~~8. Silver Ice bucket (Photo Butler8 bottom right shelf)~~

~~9. Large Silver wine Bucket-I use often (Photo Butler8 third shelf from bottom on right side)~~

~~10. Two white ceramic serving dishes (Photo Butler7 bottom right shelf)~~

11. White and brass serving dish (Photo Butler7 second shelf from bottom on right side) *missing*

12. TWO more large silver wine buckets (Photo Butler9 top and bottom shelf) *missing*

~~13. Silver pastry rack (Photo Butler9 top shelf)~~

Note: The ONLY china given to Glen in separation. Wife claims she gave half the china, but in fact this is valued at less than 1/100 of china in marital estate

White Bernadaud Osier Pattern discontinued (Not pictured. In Glen's townhome. Only china wife has given to him)

#TH25:

6 dinner plates \$27.50 ea

6 salad plates \$23.50 ea

6 soup bowls \$27.50 ea

6 tea cups \$22.00 ea

total: \$603.00



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HELP ME FIND...



FREE SHIPPING ON ORDERS OVER \$99 Details | FREE RETURNS ON ALL ORDERS* Details

Home > Dining & Entertaining > Dinnerware > Casual Dining > Bernardaud Osier Dinnerware



Bernardaud Osier Dinnerware

Item Number: 5041528

Starting at \$12.50

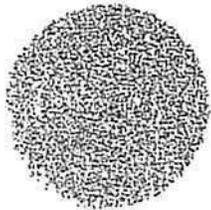
CHOOSE ITEMS BELOW AND BUY

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DESCRIPTION

Bernardaud's Osier Dinnerware Collection features a textured wicker motif, engraved onto the porcelain of classic shapes. The pieces retain the heat of prepared foods and are extremely durable. Perfect for casual entertaining or everyday dining.

PRODUCT DETAILS



Bernardaud Osier Service Plate

Item Number: 0242069

\$46.50

Our Low

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Eligible for free shipping

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Bernardaud Osier Dinner Plate

Item Number: 01242056

\$27.50

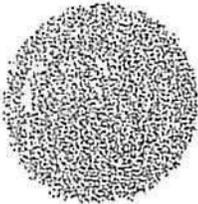
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Bernardaud Osier Salad Plate

Item Number: 01242058

\$23.50

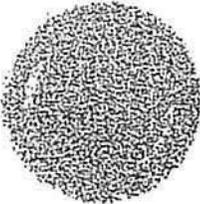
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Bernardaud Osier Bread and Butter Plate

Item Number: 01242061

\$18.00

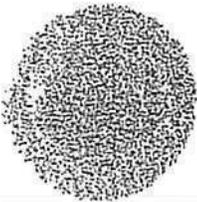
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Bernardaud Osier Rim Soup Bowl

Item Number: 01242072

\$27.50

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Bernardaud Osier Oval Platter

Item Number: 01242073

\$137.50

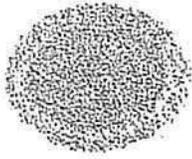
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Bernardaud Osier Salad Bowl

Item Number: 01242074

\$140.00

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SPECIAL ORDER ONLY

Estimated lead time: 7 weeks

 Eligible for free shipping

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Bernardaud Osier 2 Cup Teapot

Item Number: 01242080

\$105.00

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Estimated lead time: 4 weeks

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Bernardaud Osier Creamer

Item Number: 01242083

\$43.50

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SPECIAL ORDER ONLY

Estimated lead time: 2 weeks

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Bernardaud Osier Sugar Bowl

Item Number: 01242082

\$27.50

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[SPECIAL ORDER ONLY](#)

Estimated lead time: 7 weeks



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Bernardaud Osier Espresso Cup

Item Number: 01242084

\$20.00

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Bernardaud Osier Espresso Saucer

Item Number: 01242085

\$12.50

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Bernardaud Osier Tea Cup

Item Number: 01242084

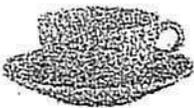
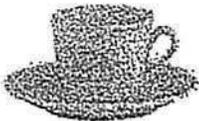
\$22.00

Our Low

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Bernardaud Osier Tea Saucer

Item Number: 01242067

\$14.00

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Bernardaud Osier Breakfast Cup

Item Number: 01242078

\$33.00

Our Low

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Bernardaud Osier Breakfast Saucer

Item Number: 01242079

\$19.00

Our Low

IN STOCK



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Bernardaud Osier Cereal Bowl

Item Number: 01242071

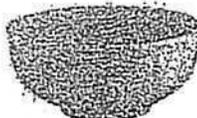
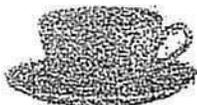
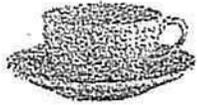
\$39.00

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Home » Tableware » Dinnerware » Formal Dinnerware

Discontinued



About This Item

Catalog: CHHERMSIIS

About Hermes

Amongst the most celebrated companies in the world, Hermes is France's premier design house. Hermes China is world renowned for its impeccable quality and design.

Bearing the name of the divine messenger in Greek mythology, Hermes has carried the legacy of French design into the 21st century with generation defining patterns synonymous with fine living. Hermes China adds a luxurious, yet functional touch to any table. At once playful and refined, Hermes China enduring designs are haute couture for the home.

Customer Reviews

Average customer rating from 0 reviews:



[Add Your Own Review](#)



Siesta Island

by Hermes

Please Make a Selection Below

Teacup & Saucer	<input type="text" value="0"/>	\$740
Dinner Plate	<input type="text" value="0"/>	\$240
Salad Plate	<input type="text" value="0"/>	\$130
Teapot	<input type="text" value="0"/>	\$700
Tray	<input type="text" value="0"/>	\$220
Teacup	<input type="text" value="0"/>	\$185
Saucer	<input type="text" value="0"/>	\$25
Teapot	<input type="text" value="0"/>	\$700
Tray	<input type="text" value="0"/>	\$220
Teacup	<input type="text" value="0"/>	\$185
Saucer	<input type="text" value="0"/>	\$25
Teapot	<input type="text" value="0"/>	\$700
Tray	<input type="text" value="0"/>	\$220
Teacup	<input type="text" value="0"/>	\$185
Saucer	<input type="text" value="0"/>	\$25
Teapot	<input type="text" value="0"/>	\$700
Tray	<input type="text" value="0"/>	\$220

Please make a selection above



Please Call or Come See for Delivery Times

RECOMMENDED PRODUCTS

- Teacup & Saucer by Hermes** \$240
- Salad Plate by Hermes** \$130
- Dinner Plate by Hermes** \$240
- Teapot by Hermes** \$700



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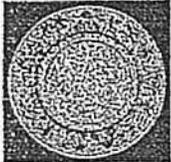
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Description: PRIVATE STOCK, ORIENTAL DESIGN W/PAGODA

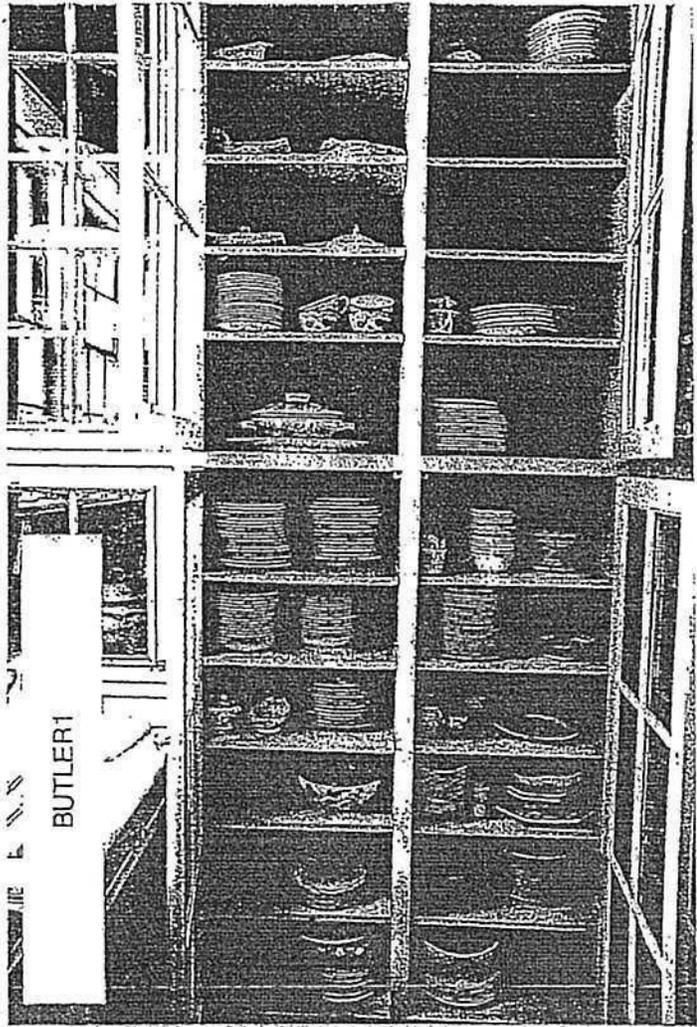
- [Click Here To Register This Pattern!](#) - get FREE updated e-mail or US Mail inventory lists, with prices!
- Don't see the pieces you are looking for? Your [registration](#) with us will ensure the fastest possible notification.
- Order online below or call 1-800-REPLACE (1-800-737-5223, 9:00 am - 10:00 pm ET, 7 days - our average answer speed is 10 seconds!) to order, verify inventory availability, pricing, or to ask questions!

TIFFANY & CO Cirque Chinois STOCK AS OF 07/11/2014 (prices are per piece)

[Click Here for Gallery of Available Images on This Page](#)

Qty	Code	Piece Name (if piece name is blue, click for image)	Size	Price Each
	CSLM1	Flat Cup & Saucer Set	2 1/4 A	\$829.95
1	CSLM5	Flat Cup & Saucer Set	2 1/4 E	\$829.95
	CSLM7	Flat Cup & Saucer Set	2 1/4 G	\$829.95
1	CSLM11	Flat Cup & Saucer Set	2 1/4 K	\$829.95
	CSLM12	Flat Cup & Saucer Set	2 1/4 L	\$829.95
1	CSLM13	Flat Cup & Saucer Set	2 1/4 M	\$829.95
	CSLM16	Flat Cup & Saucer Set	2 1/4 P	\$829.95
1	CSLM17	Flat Cup & Saucer Set	2 1/4 Q	\$829.95
	CSLM19	Flat Cup & Saucer Set	2 1/4 S	\$829.95
1	BRCSM1	Breakfast Cup & Saucer Set	2 7/8 A	\$999.95
	PL10N0	10" Decorative Plate - Not For Food Consumption	10 1/2	\$599.95
1	BBM9	Bread & Butter Plate	6 1/2 I	\$379.95
	BBM11	Bread & Butter Plate	6 1/2 K	\$379.95

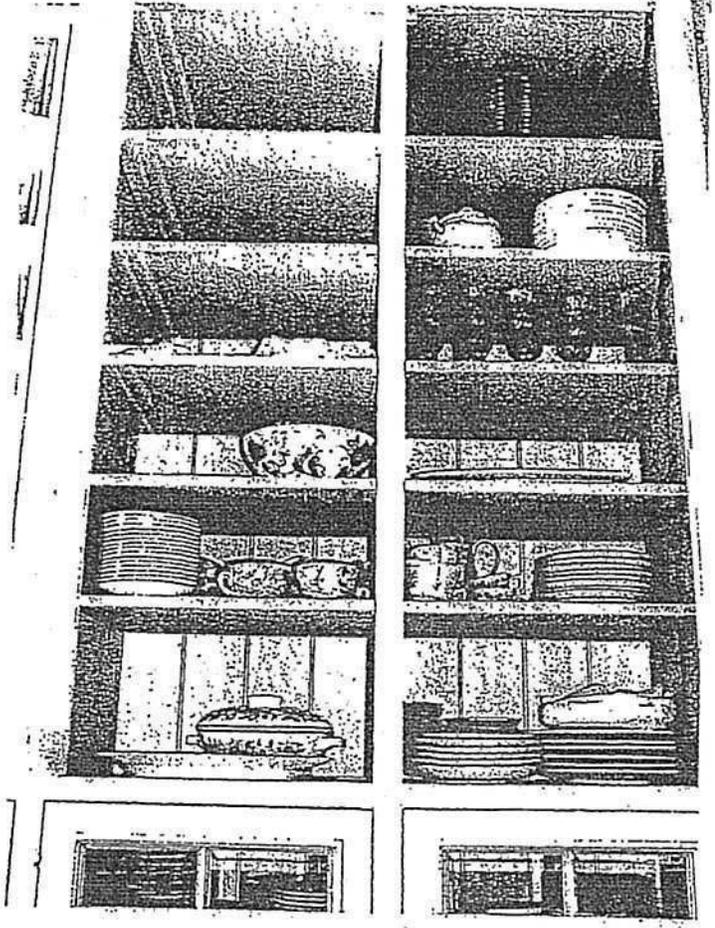
The pieces below are not in stock, but were made for this pattern. In many cases, we are actively searching for these items.
[Click Here To Register This Pattern and Be Automatically e-mailed When We Find More Pieces You've Requested!](#)



BUTLER2



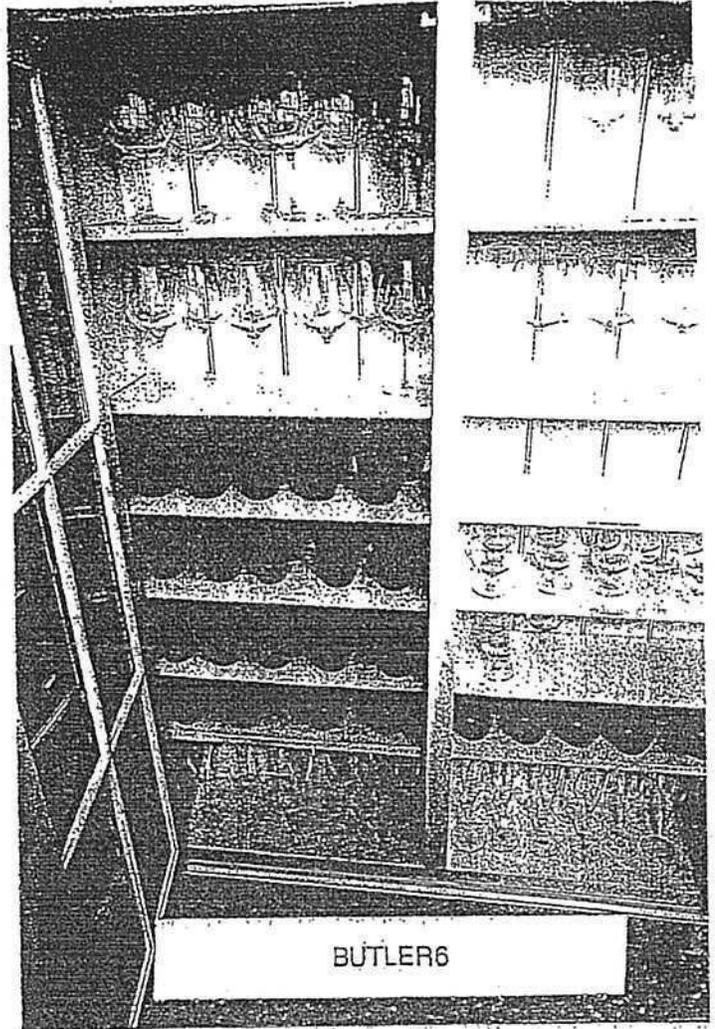
BUTLERS



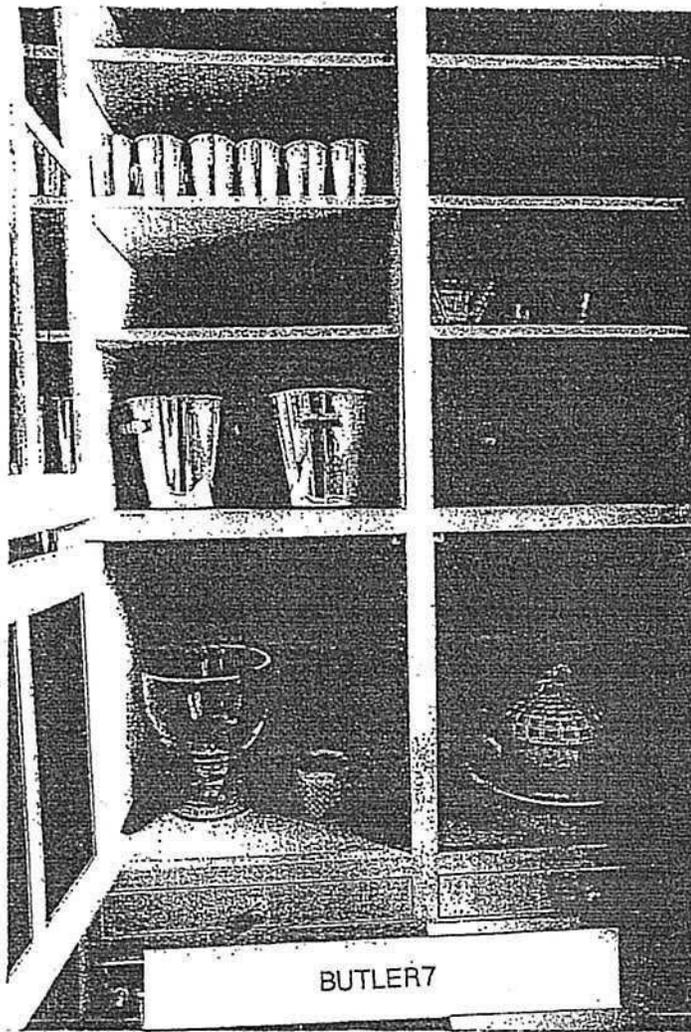
BUTLER4



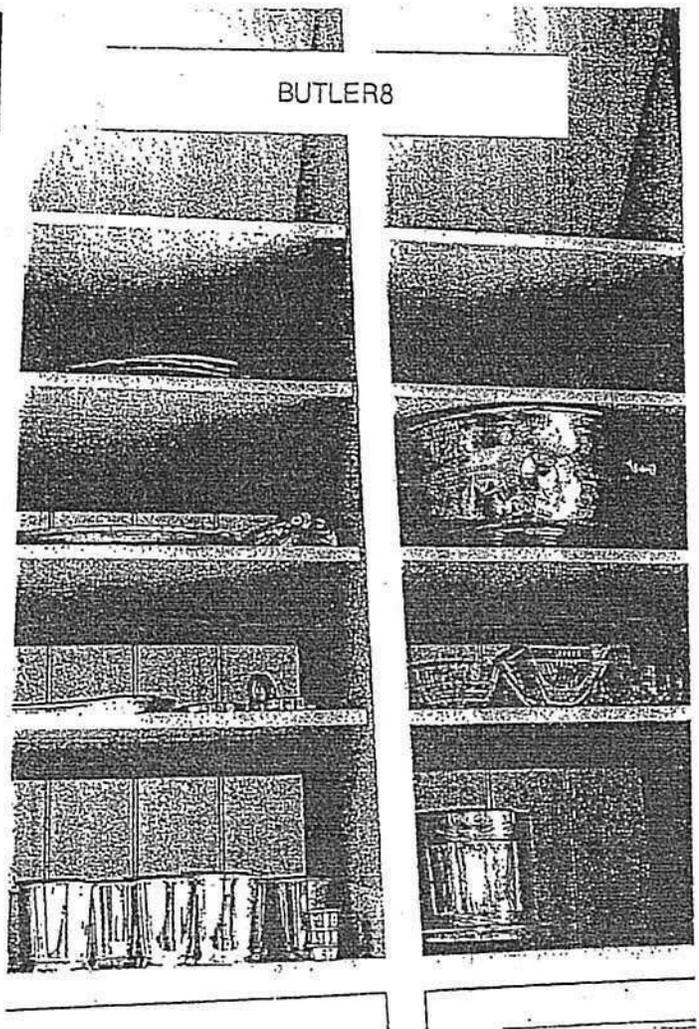


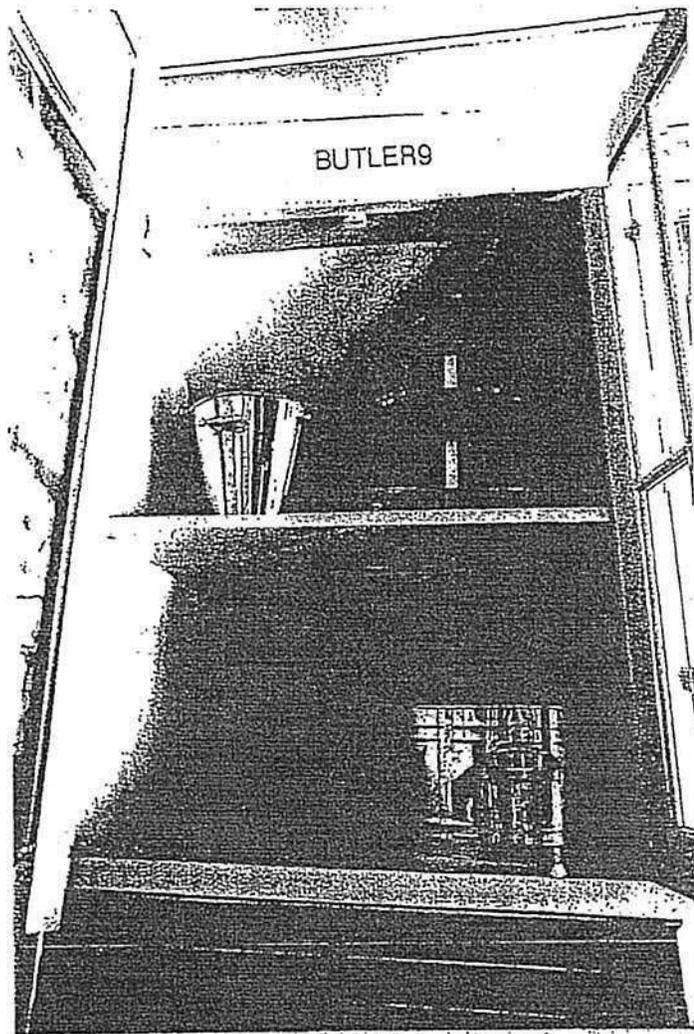


BÜTLER6

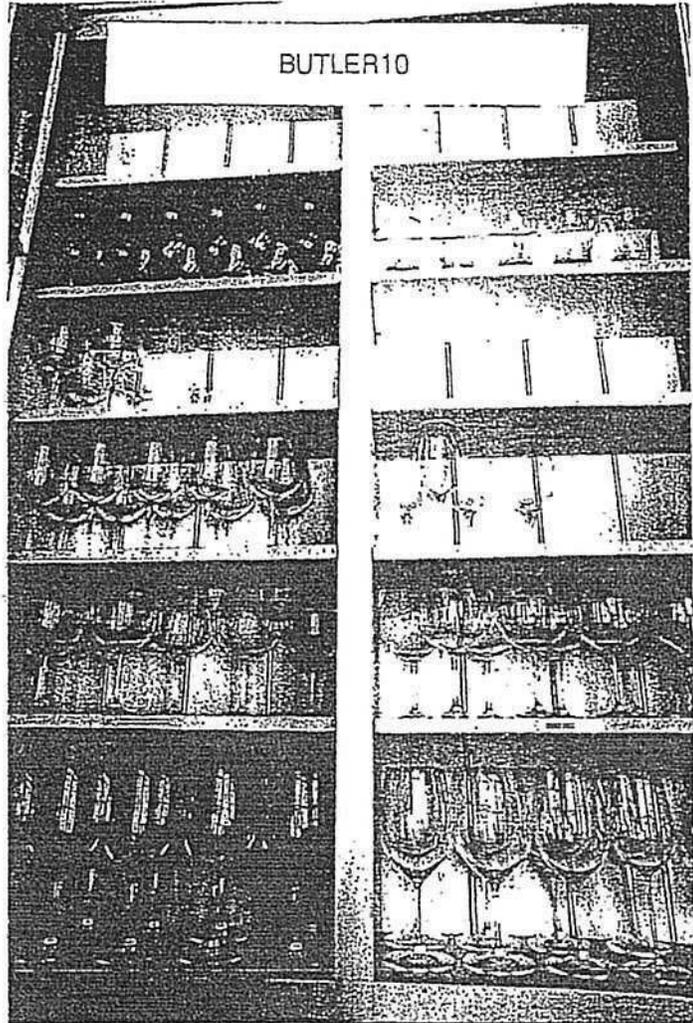


BUTLER8

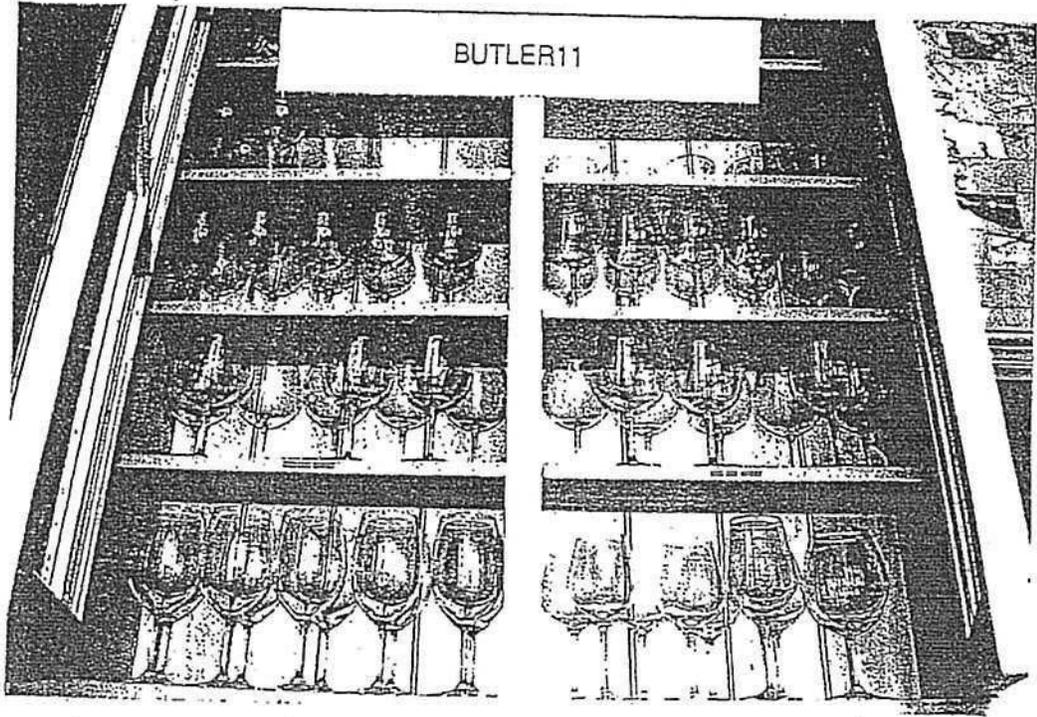




BUTLER10



BUTLER11



Schedule B

Silver Closet Contents I'm requesting (In Dining room)

- ~~1. Silver serving tray with top (Photo silvercloset1 top shelf)~~
2. Two wine buckets (Photo Silvercloset1 topshelf) *missing*
- ~~3. Silver urn (Photo Silvercloset1 second shelf)~~
- ~~4. 2 Silver wine glasses (Photo Silvercloset1 on the second shelf)~~
5. Double serving tray (Photo Silvercloset1 second shelf) *missing*
6. 2 candelabra (Silvercloset1 Bottom shelf) *missing*
- ~~7. 6 Items of silver (Silvercloset1 Bottom shelf)~~
8. Set of 18 Silver serving ware-Tiffany Audubon flatware-Mostly gifted by Ruthie Rollins Very very important to me (Photo Silvercloset2) *missing*
9. Set of 6 Silver servingware plus 4 serving spoons. Pattern has a ribbon pattern on the bottom (Photo Silvercloset3) **Note: Ex-wife gave Glen a set of 6 of item #9 during separation. This is the ONLY silver she gave him during separation. They are in his Townhome (Photo SilverTH shows this)** *missing*
10. Set of 12 salt/pepper shakers that look like chinese houses (Photo Silvercloset4 first row) *missing*
12. 12 Silver reindeer (Photo Silvercloset4 second row) *missing*
13. 3 Bags of unidentified silver (Photo Silvercloset4 last row to left) *missing*
14. 2 Large Ralph Lauren Silver serving Platters (Photo Silvercloset5) *missing*
15. 4 other Ex Large silver serving platters (Photo Silvercloset5) *missing*



T16
12/11/14

Tiffany Ducloban Sterling Flatware

Dinner Knife 160

Dinner Fork 190

Tablespoon 260

Tea Spoons 125

Butter Knife 130

Salad fork 150

place setting 71015

x 18 = \$18,270

1461 sales tax

+ plus

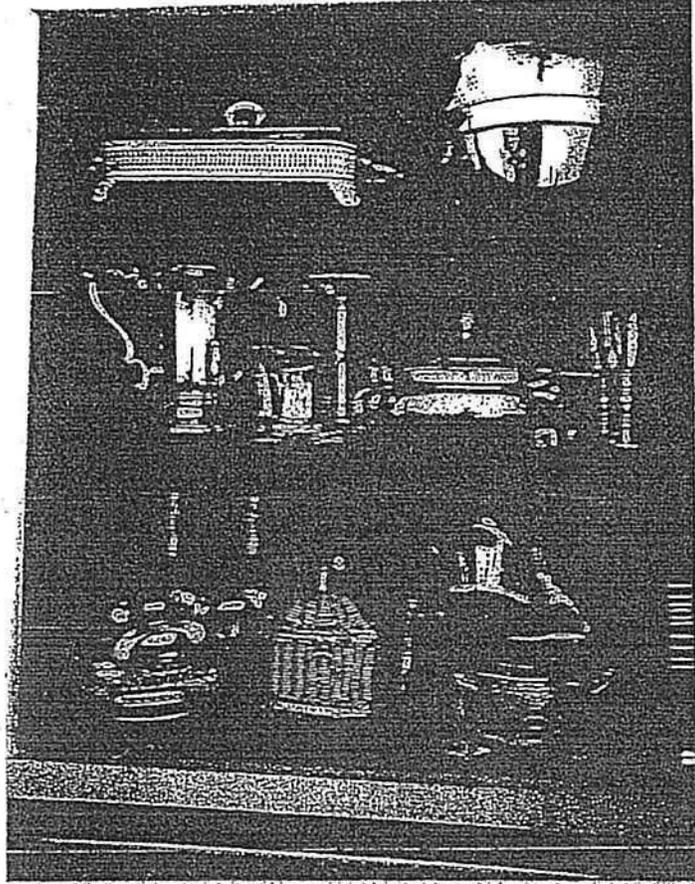
Vegetable Spoons 435 x 2 = 870

Cake Knife + Server 385

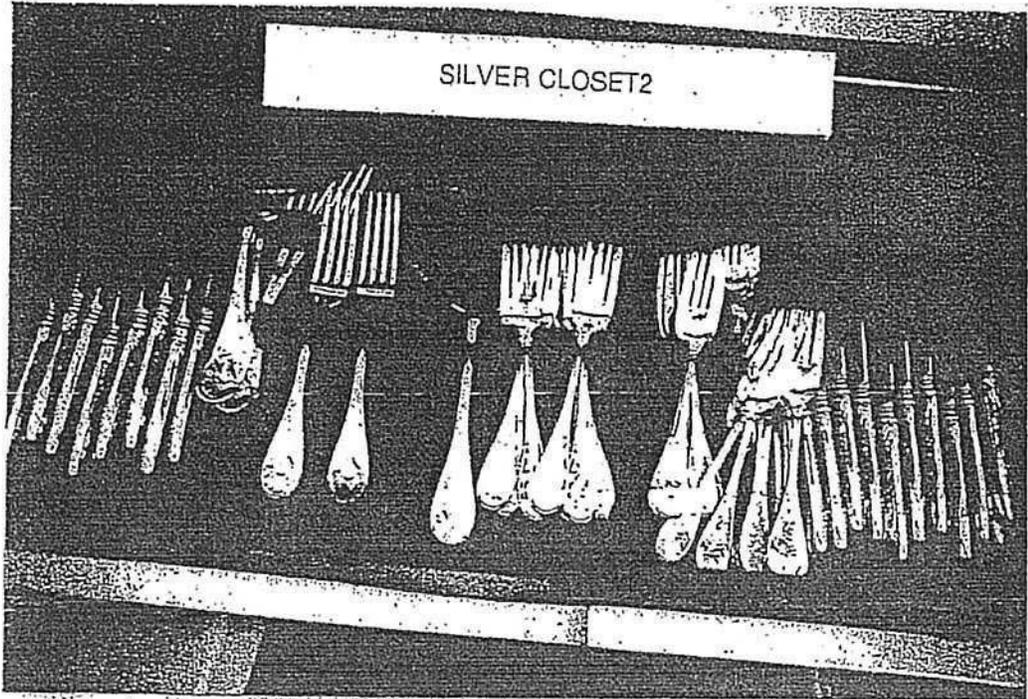
Crowd Ladle 310

310
\$1,565

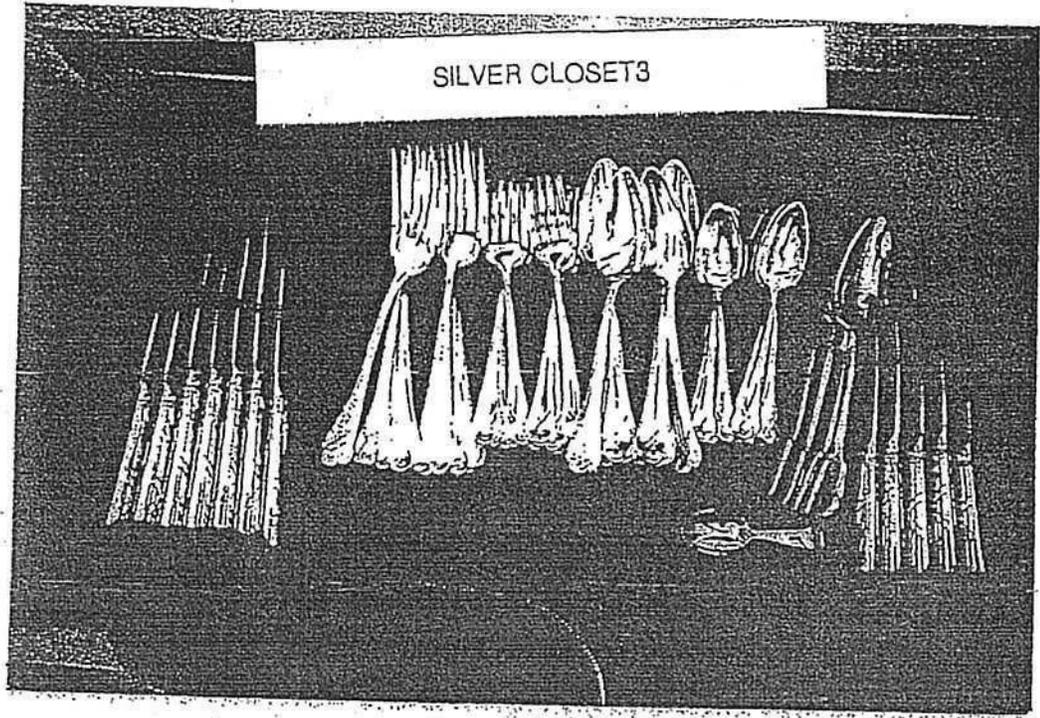
SILVER CLOSET1

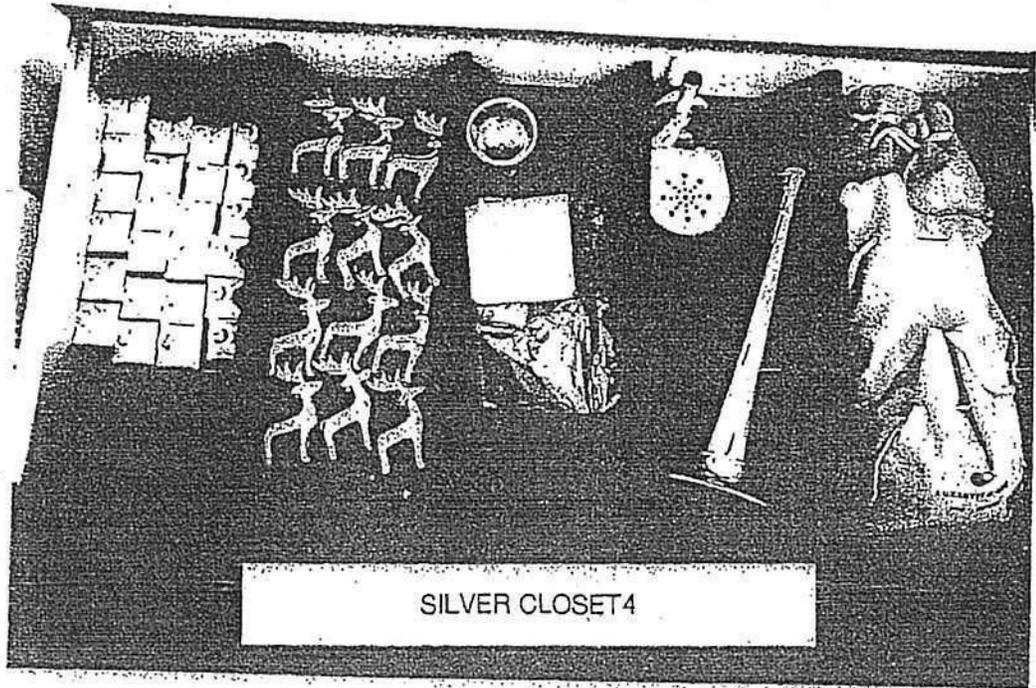


SILVER CLOSET2

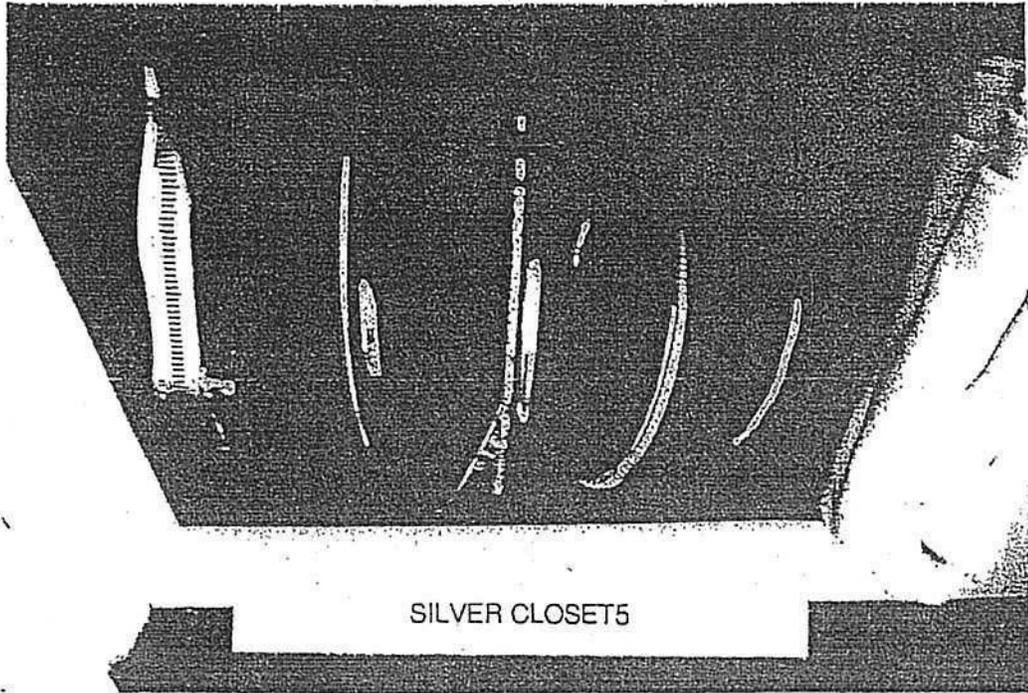


SILVER CLOSETS



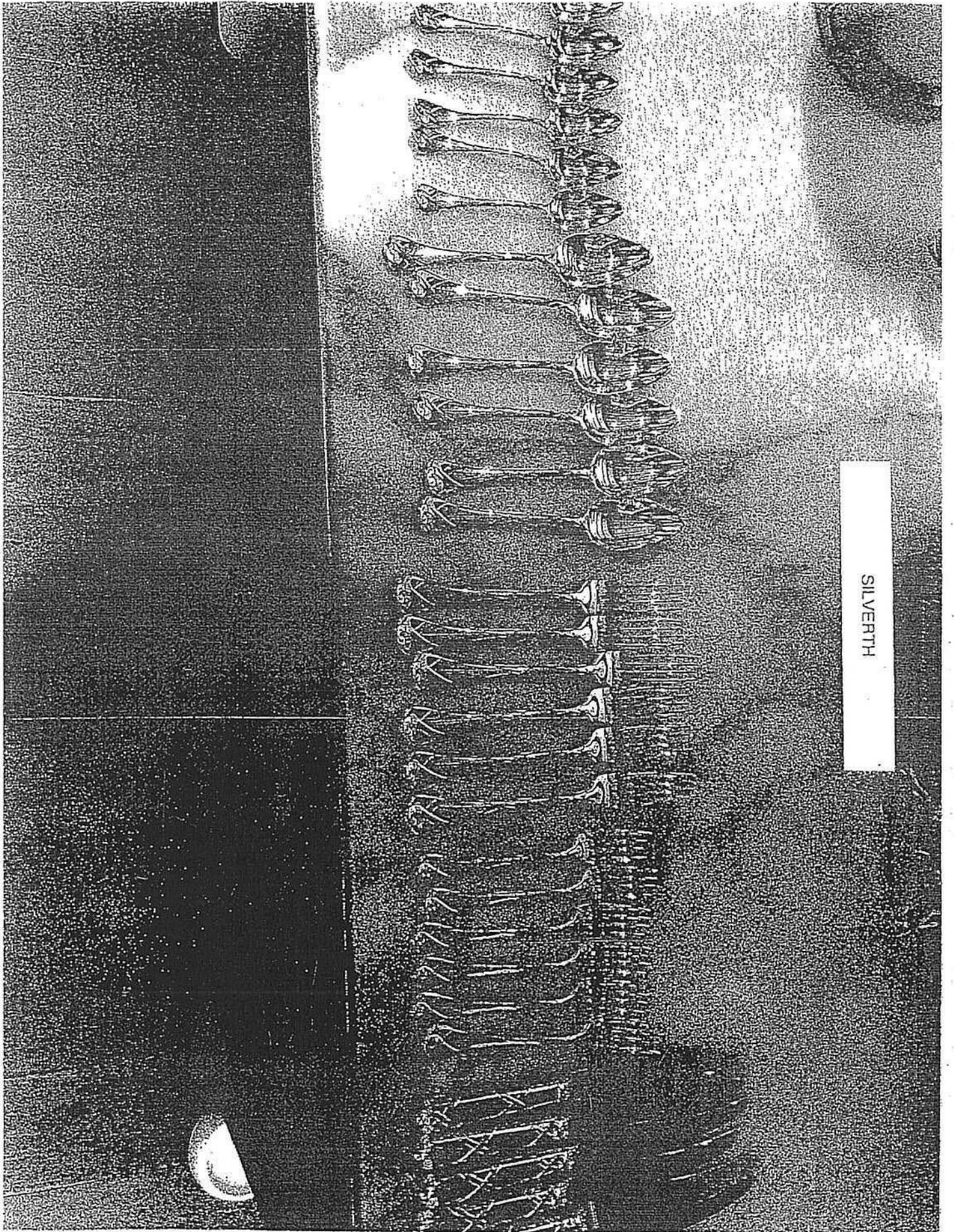


SILVER CLOSET4



SILVER CLOSET5

SILVERTH



3
1/2
TIFFANY & CO.
C Search
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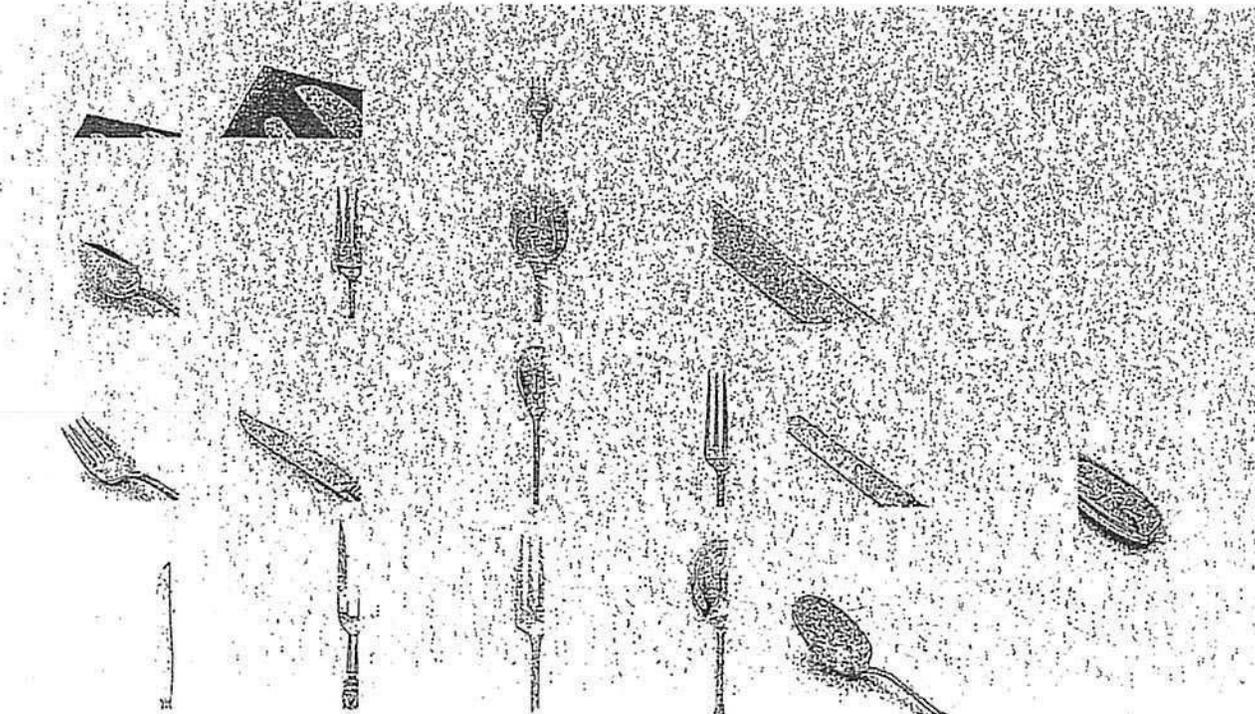
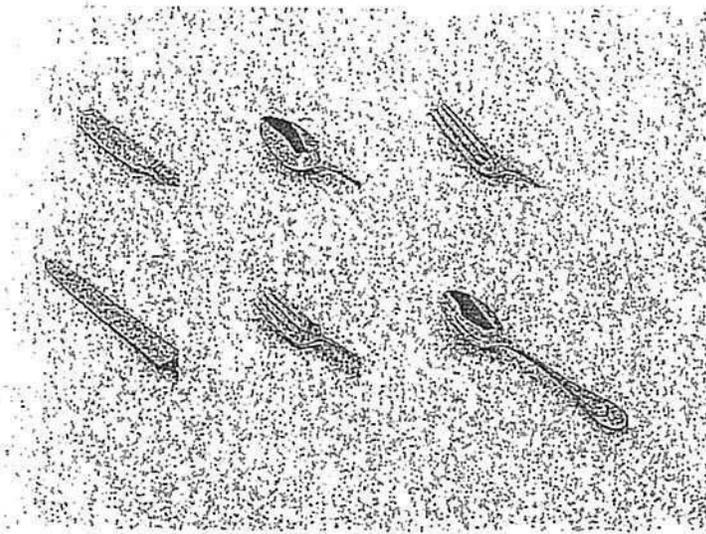
2
Shopping List (0) / Search / Search / Search / Search

◆
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x x Search Items by Keyword / Search
y Filter a way, time or time / Search
Filter a way, time or time / Search
View all items in United States
Enjoy complimentary shipping
on all orders

Audubon Flatware (29)

Filter By: Set, Size, Price

3
New in Tiffany Price (High to Low) Price (Low to High)
Sorting: Ascending / Descending
\$110
\$235
(Drag slider to change the price range)



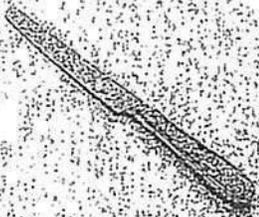
1

2

3

4

5

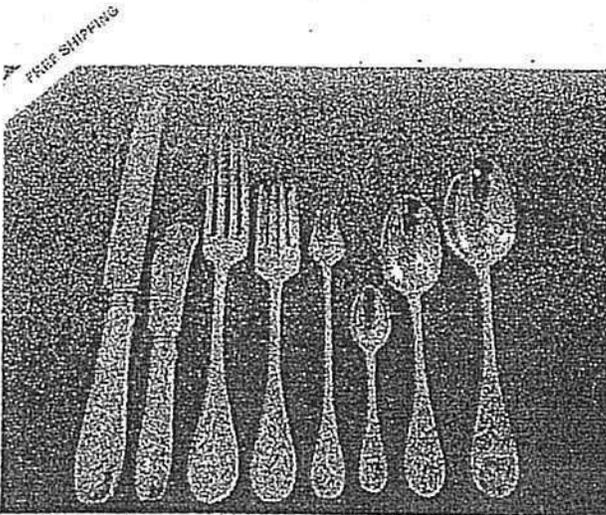


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AUDUBON BY TIFFANY & CO. STERLING SILVER FLATWARE SET SERVIC DINNER 33 PIECES



Have one to sell? [Sell now](#)

Item condition:
 Time left: 2d 21h (Jul 15, 2014 12:50:23 PDT)

Starting bid: **US \$5,500.00** (0 bids)

Place bid

Enter US \$5,500.00 or more

[Add to watch list](#)

[Add to collection](#)

Experienced Seller

Free Shipping

Bill Me Later 12 months financing available
 Subject to credit approval. [See terms](#)

Shipping: **FREE Standard Shipping** | [See details](#)
 Item location: Waukegan, Wisconsin, United States
 Ships to: Worldwide

Delivery: Estimated on or before **Mon, Jul. 21** to 30305

Payments: [PayPal](#), [Bill Me Later](#), [Visa/MasterCard](#), [Amex](#), [Discover](#) | [See details](#)

Returns: 14 days money back, buyer pays return shipping | [See details](#)

Guarantee: [eBay](#) | [See details](#)

Get the item you ordered or get your money back. Covers your purchase price and original shipping.

Seller Information

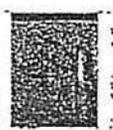
antiquecupboard (13058) [ms](#)
 99.9% Positive feedback

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People who viewed this item also viewed

- | | | | | |
|--|--|---|--|---|
|  <p>STAG HUNT
GOLDSMITHS
ENGL...
\$12,995.00
0 bids
Free shipping</p> |  <p>CELTIC WEAVE
GOLD BY TOWLE
STERLING...
\$2,950.00
0 bids
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silverware
\$599.99
Buy It Now
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GORHAM
STERLING...
\$89.00
Buy It Now
Free shipping</p> |  <p>RAMBLE
TOWLE...
\$2,795
0 bids
Free shipj</p> |
|--|--|---|--|---|

Feedback on our

Description Shipping and payments

Print | Ref

Seller assumes all responsibility for this listing.

eBay Item number: 131228

Last updated on Jul 09, 2014 17:42:38 PDT View all revisions

Item specifics

Composition: Sterling Silver	Type: Flatware - Sets
Maker: TIFFANY & CO.	Age: Post-1940

AntiqueCupboard

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COMPLETE FLATWARE SETS | FINE ESTATE & VINTAGE JEWELRY | TIFFANY & CO. | GEORG JENSEN | BUCELLATI

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SILVER CARE AND STORAGE

FINE ESTATE & VINTAGE JEWELRY

- Agate Jewelry
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- Bangle Type Bracelets
- Bohemian Garnet Jewelry
- Cameo Jewelry
- Camphor/Rock Crystal Filigree
- Chalcedony Jewelry
- Charms And Miscellaneous
- Chrysoprase Jewelry
- Citrine Jewelry
- Diamond Bracelets
- Diamond Earrings
- Diamond Necklaces & Pendants
- Diamond Rings Over 1 Carat
- Diamond Ring 1/2 Carat-1 Carat
- Diamond Ring 1/2 Carat or Less
- Emerald Jewelry
- Garnet Jewelry
- Georg Jensen Jewelry

Japanese (now Audubon) was designed in 1871, during the most innovative period in the history of Tiffany silver, and Audubon is one of all Tiffany patterns. Japanese was the first Tiffany pattern to introduce silver decorated in the Japanese revival style. The twigs with leaves, buds, flowers and exotic birds were entirely different from anything in American silver.

This pattern was a direct result of the interest in exotic cultures that became widespread in the late nineteenth century American Art Nouveau movement, whose leader was Louis Comfort Tiffany, son of Tiffany's founder.

Each piece of Audubon is decorated with intricate designs adapted from nineteenth century Japanese bird paintings, with each piece has complementary designs derived from Japanese flowers. Japanese's exquisite detail lends itself well to silver, from traditional to contemporary.

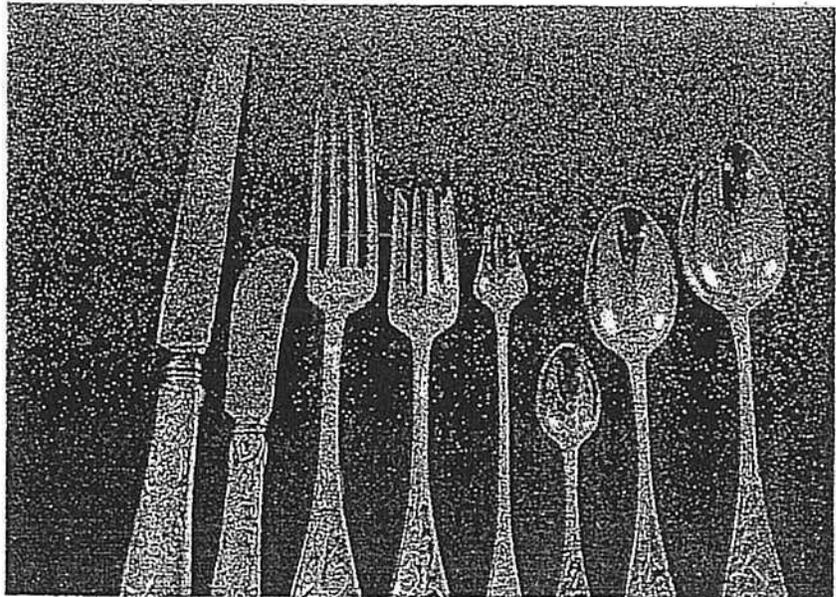
AUDUBON BY TIFFANY & CO. sterling silver estate DINNER SIZE Flatware set - 33 Pieces. Great star

- 4 DINNER SIZE KNIVES, 10"
- 4 DINNER SIZE FORKS, 8 1/8"
- 4 SALAD FORKS, 6 3/4"
- 4 TEASPOONS, 6 1/4"
- 4 PLACE SOUP SPOONS, 7 3/8"
- 4 HOLLOW HANDLE BUTTER SPREADERS W/STAINLESS BLADES, 6 1/8"
- 4 COCKTAIL FORKS, 6 1/4"
- 4 DEMITASSE SPOONS, 4 1/4"
- 1 CHEESE SERVER W/STAINLESS BLADE, 7 1/4"

Includes BONUS brand new storage chest.

Excellent condition, not monogrammed. The set will be lightly polished and sealed in individual plastic bags.

100% SATISFACTION GUARANTEED!



Schedule C

Glassware In Bar Im requesting

1. 12 small crystal cocktail glassés (Photo Bar1 Bottom left shelf)
2. 4 taller crystal cocktail glasses same pattern as item #1 (Photo Bar1 Bottom left shelf)
3. 10 Hand blown Riedel Wine glasses (Photo Bar1 Left hand side next to bottom shelf)
4. 10 crystal martini Glasses (Photo Bar1 Second shelf from top far left side)
5. 2 Hand blown Riedel Wine glasses (Photo Bar1 top left shelf)
6. 12 Hand blown Glasses (Photo Bar1 Top middle shelf)
7. 10 middle size Antique crystal glasses with gold trim (Photo Bar1 Second shelf from top middle row)
8. 6 smaller antique crystal glassés with gold trim (Photo Bar1 Second shelf from top middle row)
9. 8 stemless wine glasses (Photo Bar1 Thrd shelf from top middle row)
10. 6 tall beer glasses (Photo Bar1 Third shelf from top middle row)
11. 11 Hand blown Riedel wine glasses (Photo Bar1 bottom shelf middle row)
12. Crystal ice bucket with gold handle (Photo Bar1 bottom shelf middle row)
13. 8 Hand blown Riedel wine glasses (Photo Bar1 top right shelf)
14. 6 small antique crystal sherry glasses with gold trim. Match items #7 & #8 (Photo Bar1 Second shelf from top right side)
15. 7 Antique crystal glasses, Gifted By Hilton Howell (Photo Bar1 Second shelf from top on right side) **These are very very important to me**
16. 12 tall Glasses (Photo Bar1 thjird shelf from top on right side)
18. 8 Martini Glasses (Photo Bar2 Second shelf from top on left side)



T15
12/11/14

19. 6 Martini Glasses with dark stem (Photo Bar2 Bottom shelf middle cabinet)

20. 27-30 Bottles of very expensive alcohol and liquor (Photo Bar2 bottom counter)

NOTE: #17. 12 William Yeoward crystal cocktail glasses which are in Glen's townhome. The ONLY glassware/crystal given to him in separation (Photo Bar1 bottom shelf left side)



BAR2



Missing Property that has not been returned and that is not on Spalding Nix or Joseph Brady Appraisals

<u>Item no.</u>	<u>Photo No.</u>	<u>Item Description</u>	<u>Price</u>
31	19	5 of 8 Bound Books	\$325.00
43	27	7 Bound Books	\$455.00
93	58	12 of 17 Bound Books	\$480.00
98	58	Whole Zebra Hide	\$3,250.00
114	72	Set of Pillows from Green Couch	\$2,669.03
184	127, 128	Lamps by Christopher Spitzmiller	\$6,080.00
282		Mattress from Guest Suite	\$1,099.99
314	194	Metal Striped Containers (5)	\$1,888.75
348	210	Table Linens & Basket	\$726.00
375	230	Gold Trimmed Bowl	\$1,977.61
495	273A	Floor Swing Lamp (silver)	\$1,819.20
624	320	Vacuum	\$929.00
	83, 84	4 Silk Shades for Library Sconces	\$520.12
	114, 116, 117	12 Silk Shades for 4 Crystal Sconces in Dining Room	\$1,410.36
	136, 138, 145	4 Solid Nickel Cabinet Knobs from Kitchen (still missing)	\$300.00
	281	Pair of Sconces for Carlyle Bath	\$504.00
	292	Pair of Sconces for Emerson Bath	\$420.00
	257	Cornice with Silk Drapes and elaborate Trim from Hers Master Closet	\$12,776.40
366	227, 228	2 Pillows from L-Shaped Sofa /Kat Fabric with Trim	\$1,500.00

TOTAL: \$39,130.46

