

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

FILED

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RICHARD R. BROWER, CLERK

J.C.

LEE A. BEAMAN,)
)
 Plaintiff,)
)
 vs.)
)
 KELLEY SPEER BEAMAN,)
)
 Defendant.)

Docket No. 17D - 680

TRIAL BRIEF

The Defendant, KELLEY SPEER BEAMAN (“Mrs. Beaman”), respectfully submits this Memorandum for the Court’s consideration at the trial of this cause against the Plaintiff, LEE ALVIN BEAMAN (“Mr. Beaman”), which is currently set for **September 10-13, 2018**.

For the reasons which follow, this Court should grant Mrs. Beaman a divorce from Mr. Beaman on the grounds of cruel and inhuman treatment, should award Mrs. Beaman all payments due under the parties’ prenuptial agreement, should award Mrs. Beaman her separate property, and should equally divide all property, both real and personal, held by the parties as Tenants by the Entirety pursuant to the prenuptial agreement. Mrs. Beaman further submits that she should be named the primary custodian/residential parent of the parties’ thirteen (13) year old son Jackson, and that this Court should consider a conservative visitation schedule for Mr. Beaman unless and until he begins counseling with the minor child to address the problems caused by his words and actions, both to Mrs. Beaman and to the child, of which Mr. Beaman is either oblivious or careless. This Court should order an upward deviation in child support based on the extraordinary expenditures necessary for minor child, setting child support at 15,000.00 per month, which is less than TWO (2.0%) PERCENT of Mr. Beaman’s average gross monthly income over the last two years. Finally, this Court should award Mrs. Beaman her attorneys fees incurred in this action.

"A man wrapped up in himself makes a very small bundle"

Benjamin Franklin

FACTS

This is a divorce action. The parties have been married for 17 years (June 15, 2001). They have one (1) minor child, namely Jackson Lee Beaman (age 13 on Friday, September 14, 2018). The parties entered into a Pre-Nuptial Agreement on June 7, 2001, eight (8) days before the June 15, 2001 marriage, which was deemed valid by this Court in its Memorandum entered in this cause granting Mr. Beaman Summary Judgment on that issue and denying Mrs. Beaman's request for an interlocutory appeal of that decision.

Mr. Beaman is 67 years of age and in good health. Mr. Beaman graduated from University of Tennessee and is the owner of a myriad of businesses, real estate ventures, car dealerships and other investments. It is an understatement to say that Mr. Beaman receives a significant income each year from his endeavors.¹

Mrs. Beaman is 42 years of age and in good health. Mrs. Beaman briefly attended Lipscomb University but did not obtain a degree. She has been a mother and homemaker to the parties' minor child since the marriage in 2001 as well serving in the role of primary caregiver and mother figure for Mr. Beaman's two daughters from his previous marriage, who were ages 7 and 9 at the time of this marriage. At the present time, Mrs. Beaman has no gainful employment and none is expected due to her limited education and work experience and the time commitments and obligations stemming from being the primary caregiver for the parties' 13 year old son.

¹ Because this Court has entered a Protective Order regarding the parties' financial information, Mrs. Beaman has not included specific figures in this Trial Brief, so that the Court has the opportunity to address the use of those specific figures as the need arises at trial.

The parties met when Mrs. Beaman was twenty-one (21) years old and Mr. Beaman was forty-five (45). Mr. Beaman had recently gone through his third divorce at the time. Mr. Beaman was very aggressive in his pursuit of Mrs. Beaman and soon after the parties began dating, Mr. Beaman had introduced his two daughters from his previous marriage. Mr. Beaman also provided a condo for Mrs. Beaman to reside in and advised her to sell the car that she owned because he would provide her with a car from his dealership. Mrs. Beaman had no idea that this was just the beginning of a long, slow and calculated process by which Mr. Beaman could gain complete dominion and control over her and begin to abuse her both emotionally and physically.

After 3 years of dating, the parties' became engaged, marrying just 7 weeks following the engagement. Mrs. Beaman was discouraged from returning to college to finish her degree since it was "unnecessary" in Mr. Beaman's words, who indicated that he wanted her to only be a homemaker and caregiver for his two young daughters. Eight (8) days prior to the marriage, Mr. Beaman presented a pre-nuptial agreement to be executed by Mrs. Beaman. In hindsight, this was a red flag of how their marriage would progress. Although unbeknownst to her at the time, Mrs. Beaman has since come to a conclusion that what appeared as a partnership was really a business deal for Mr. Beaman whereby he believed he had acquired yet another "possession" with which he could do as he pleased, especially if it involved his own sexual gratification.

It did not take long after marrying for Mrs. Beaman to realize that her new husband had an addiction to pornography. Early on in the parties' marriage, Mr. Beaman asked Mrs. Beaman to watch videotapes that he had made of himself prior to the marriage having sex with a prostitute. Mr. Beaman explained to Mrs. Beaman that these videos should be viewed by her as "training films" so that she would know how to satisfy Mr. Beaman. On more than one

occasion during this marriage, Mr. Beaman persuaded Mrs. Beaman to have “three-way” sexual encounters with prostitutes that Mr. Beaman had arranged. Mr. Beaman admits this latter conduct but attempts to characterize it as being all Mrs. Beaman’s idea. Mr. Beaman’s credibility is suspect at best on this issue and many others.

However, Mrs. Beaman did not realize the full extent of Mr. Beaman’s addiction to pornography until around 2011, when Mr. Beaman’s two daughters discovered Mr. Beaman’s extensive porn addiction and advised Mrs. Beaman that they had seen Mr. Beaman viewing porn. W looked at the browsing history of Mr. Beaman’s ipad and was shocked to discover that he was secretly viewing pornography while sitting in a room with other family members, including the minor child Jackson.

Mr. Beaman admitted in his deposition that he videotaped himself and Mrs. Beaman having sexual relations, but he indicated that he had destroyed the tapes. Mrs. Beaman seriously doubts this claim and believes Mr. Beaman’s sexual addiction and his ego would have prevented him from doing so as he claims.

Throughout this marriage, Mrs. Beaman has had suspicions of infidelity on Mr. Beaman’s part but she was too emotionally and sexually abused by him to see the real person behind the facade. By way of example, Mr. Beaman carried around a list in his wallet of women in which he was interested, and when confronted about it by Mrs. Beaman, would always “explain it away somehow” to the point she believed his explanation. However, Mr. Beaman admits that he wrote the following letter to Mrs. Beaman in May, 2015 after Mrs. Beaman discovered a relationship he was having with another woman earlier in 2015:

May 15, 2015

Dear Kelley,

I am so very sorry that I have hurt you deeply. It is my fault, and mine alone. You didn't deserve the pain that I have inflicted on you. You are the last person in the world that I would ever want to hurt, and it kills me to know the pain I have caused you. I pray daily for God to relieve your pain and to give me strength to never do anything again that would cause you such pain. You mean the world to me. You are the best thing that has ever happened to me. You are the best wife any man could ever ask for. You are the most beautiful woman I have ever seen, and you are more beautiful than ever in every way. I know I don't deserve you, and I'm thankful that you have stuck with me. I'm convinced God sent you as an angel into my life - and I'm sorry that I have hurt that angel. I made a terrible mistake, and I pray that you can find it in your heart and in your faith to forgive me. I love you with all my heart and soul.

Lee

Despite his overflowing verbiage asking for forgiveness, less than a month later Mr. Beaman was at it yet again. In June, 2015, Mr. Beaman began communicating with yet another woman and pretended to be single in his communications with her. He even went so far as to remove his wedding ring and travel over an hour by car to meet up with this woman. Mr. Beaman's own text messages with this woman establish the timing and inappropriateness of his conduct less than a month after begging Mrs. Beaman for forgiveness and to remain in this marriage. In hindsight, Mrs. Beaman sees Mr. Beaman's overflowing apology and request for forgiveness in his May 15, 2015 for what it was, not a genuine act, but rather simply another example of the cycle of "abuse and apology" that she suffered throughout this marriage relationship.

Mrs. Beaman therefore submits that in light of this undisputed conduct by Mr. Beaman in 2015, it is quite incredulous on Mr. Beaman's part to respond under oath in the following manner on his Answer to Interrogatories submitted in September, 2017:

5. Please state if you have done anything to contribute to the demise of this marriage or which you regret. If so, please provide details and a summary of same.

Answer: While no one is perfect, **I do not believe I have done anything** that would warrant Kelley's treatment of me during our marriage and her long term affair. *(emphasis added)*

Mrs. Beaman again submits that Mr. Beaman's credibility will be called into serious question by such answers and by the testimony he will likely provide at the final hearing of this matter.

While Mrs. Beaman admits that she did have an affair late in this marriage (the 2015/2016 time period), she submits that it was Mr. Beaman's reaction to and his demands following discovery of her affair that should cause greater concern for this Court. His reaction exemplifies the degradation, control, manipulation and abuse that Mrs. Beaman has suffered during this marriage at the hands of Mr. Beaman. Once Mrs. Beaman confessed her affair, Mr. Beaman forced her participate in conference calls with several of their friends and associates wherein she was required to confess it again to them while Mr. Beaman listened in on the line. Thereafter, Mr. Beaman frequently threatened Mrs. Beaman that he would tell their minor child Jackson about her affair if she did not do what he wanted, which could run the range of behaviors, to the point that Mrs. Beaman finally told her son of her affair herself to break free from this abusive manipulation Mr. Beaman was wielding over her.

Mr. Beaman used sex as a weapon of humiliation and degradation towards Mrs. Beaman throughout this marriage. He continued to approach her and demand sex even after he had filed for divorce, and if Mrs. Beaman indicated that she would rather not, he would tell her that she could either have sex with him or lay there while he masturbated on her, but he was doing it either way. Mrs. Beaman was repeatedly humiliated by Mr. Beaman's sexual manipulation and degradation.

Unfortunately, Mrs. Beaman is not the only victim of Mr. Beaman's actions. The minor child Jackson has witnessed Mr. Beaman threaten both physical and emotional harm to Mrs. Beaman. Not only has Jackson seen Mr. Beaman's cruelty toward Mrs. Beaman in general, he has also been included in many arguments between the parties because Mr. Beaman insisted that Jackson be present because he often was the subject of the argument. Mr. Beaman admitted in his deposition that he has violated this Court's statutory injunction, admitting that Jackson overheard him saying ugly things about Mrs. Beaman "under his breath". Mr. Beaman has called Mrs. Beaman foul and offensive names in front of the minor child, such as being "a fucking piece of shit." Even more concerning, Mr. Beaman has threatened to do bodily harm to Mrs. Beaman multiple times, sometimes even in Jackson's presence, causing further trauma to the minor child as well as Mrs. Beaman. Mr. Beaman admits that he has made "overtures" to Mrs. Beaman along the lines of "people have been murdered for what you did [infidelity] Kelley" - all the while being completely oblivious to the message and abuse being conveyed to Mrs. Beaman and to the minor child who also heard the statements.

Mr. Beaman is constantly leaving town and Jackson behind, going on shopping trips, going to visit other women, going skiing, sun bathing, running errands, working out, etc. He fills his days with everything except his 13 year old son. Mr. Beaman keeps everyone in this family in the dark regarding his travel plans, to the extent that they do not know from one day to the next if he will or will not be home. During Jackson's entire summer break this year (2018), Mr. Beaman was on vacation the majority of the time without his son. It therefore begs the question of how much time this Court is willing to commit to Mr. Beaman in the summer, when the most recent exemplar indicates he does not want any time with his son despite having the opportunity to spend it.

Mr. Beaman's hatred of Mrs. Beaman has clouded his parental judgment. He admitted in his deposition that he has taken down, covered up, or otherwise destroyed numerous photographs that contain either Mrs. Beaman's image or the image of Mrs. Beaman's mother that had been on display in the family's vacation home in Wyoming, even though the minor child Jackson still visits this family vacation home. When he was asked during his deposition what message he thought this type of behavior by him might send to his 13 year old child, Mr. Beaman responded, "It sends the message that we are getting a divorce." This single answer further evidences how absolutely clueless or careless Mr. Beaman is about how his own conduct may cause harm to his minor child.

Unfortunately, the parties' divorce has greatly impacted Jackson, who currently struggles to maintain any meaningful relationship with Mr. Beaman. While it is anticipated that Mr. Beaman will attempt to blame Mrs. Beaman for his troubles in his relationship, nothing could be further from the truth. Mrs. Beaman retained Dr. Jay Woodman to determine a possible cause for the problems that Jackson was experiencing for purposes of the trial of this cause. It is anticipated that Dr. Woodman will confirm that the minor child is greatly troubled over the way he has observed Mr. Beaman treat Mrs. Beaman and the comments he has overheard. Specifically, Dr. Woodman is of the opinion that the minor child heard Mr. Beaman convey to Mrs. Beaman that he would kill her when neither party was aware the minor child was listening, and the minor child has even confronted Mr. Beaman about hearing these statements, but has not received any meaningful explanation to allay the child's fears. Dr. Woodman believes both Mr. Beaman and the minor child desperately need counseling to address their relationship and is also confident that any problems Mr. Beaman may be having in his relationship with his son are his own actions, comments and detachment, and not being caused by Mrs. Beaman. A few examples of Mr. Beaman's complete detachment from anything

involving his son are as follows: Mr. Beaman could not recall a single time in his life he had taken Jackson to the Doctor or the Dentist. During the awards day ceremony at Oak Hill School from which Jackson graduated earlier this year (May, 2018), Mr. Beaman left the ceremony before Jackson was even called up to receive an award. Therefore, he was unable to even identify what award Jackson had received at the awards day ceremony and to her knowledge, he has never inquired about it with Jackson. Mr. Beaman has had no meaningful interaction with his son other than “appearances” for Mr. Beaman’s own agenda or ego. Mr. Beaman has never taken the time to throw a football with his son, even though his son likes football. Mr. Beaman would rather spend his time chasing women, tanning himself, or communicating with unknown persons constantly on his electronic devices, if he is not constantly viewing his pornography. One of the more recent examples of Mr. Beaman’s complete ambivalence toward his own son occurred only a few weeks ago when Jackson was to participate in his first football game at his new school. Although he was aware that Jackson was going to have his first football game, Mr. Beaman chose not to attend his son’s first football game, and instead, traveled all the way to Wyoming to meet up with yet another woman. These are only a few of the litany of examples of Mr. Beaman’s conduct where he is sending a very clear message to Jackson that Mr. Beaman and his pursuits (often pursuits of other women besides his mother) will always come before Jackson. Since he filed for divorce, Mr. Beaman has totally abandoned Jackson while attempting to blame the distance between them on Mrs. Beaman.

Mr. Beaman admitted in his deposition that he controlled the finances and kept Mrs. Beaman in the dark for the most part during this marriage; however, Mr. Beaman’s words and actions, both to Mrs. Beaman and others, conveyed to Mrs. Beaman that she did in fact have an ownership interest

in many of the parties assets.

There are two (3) primary parcels of real property at issue in this matter, specifically the parties' vacation home in Wyoming, their lake house in Tennessee, and the proceeds from their Chickering Road residence. In addition, there is an large amount of personal property owned by the parties jointly. While Mr. Beaman will undoubtedly take the position that since he paid for the property, it belongs to him, such an argument is short-sighted and actually would run contrary to the specific prohibition of such an argument found in the parties' prenuptial agreement, as discussed further below.

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ARGUMENT

I. MRS. BEAMAN SHOULD BE AWARDED A DIVORCE ON THE GROUNDS OF CRUEL AND INHUMAN TREATMENT OF HER DURING THIS MARRIAGE.

Mrs. Beaman has suffered emotional and physical abuse at the hands of Mr. Beaman during this marriage. This continuous pattern of emotional and physical abuse persisted throughout the parties' marriage and was the cause of the demise of the relationship. Mrs. Beaman should be awarded a divorce on the grounds of cruel and inhuman treatment.

II. THE VACATION HOME IN WYOMING, THE LAKE HOUSE IN TENNESSEE, THE CHICKERING ROAD PROCEEDS AND ALL OF THE MARITAL PERSONAL PROPERTY SHOULD BE EQUALLY DIVIDED BETWEEN THE PARTIES.

There does not appear to be much, if any, dispute over the interpretation of Paragraph IV-C(1), found on pages 8-9, regarding the cash payment that is due Mrs. Beaman, although there may be a slight difference in the calculation of the exact figure due. Mrs. Beaman retained Tom Price to make that calculation and he arrived at a figure of \$4,328,364.00. Mrs. Beaman submits that this number is accurate and she should be awarded this sum payable \$1,000,000.00 in cash and the balance of \$3,328,364.00 by means of an annuity.

There also does not appear to be a dispute over the interpretation of Paragraph IV-C(2) found on page 9 which provides that Mr. Beaman will pay up to \$1,000,000.00 toward the purchase of a separate residence for Mrs. Beaman, and Mrs. Beaman submits this Court should Order Mr. Beaman to do so.

The financial dispute in this matter appears to be over three (3) parcels of real property and all of the parties personal property. Mr. Beaman argues all are his separate property. Mrs. Beaman, for the reasons which follow, argues that these items are (or were) held by the parties as

Tenants by the Entirety, pursuant to the express language of the agreement, and must be divided equally between them, also pursuant to the express language of the agreement.

A. THE PRENUPTIAL AGREEMENT REQUIRES THAT ALL REAL AND PERSONAL PROPERTY HELD AS TENANTS BY THE ENTIRETY BE DIVIDED EQUALLY

Paragraph IV-C, found on page 8 of the agreement, provides in pertinent part as follows:

Each party agrees . . . (ii) he shall not make a request of any court having jurisdiction over a divorce proceeding between them to divide their property in any manner other than as provided herein . . . except and only to the extent that the Parties take title to property jointly as tenants by the entirety, in which event **such property shall be divided equally between them.** (Emphasis added)

Additionally, Paragraph IV-F, found on page 12, provides as follows:

F. Rights Regarding Jointly-Held Property. For purposes of this Agreement, "Jointly-Held Property" shall mean property (whether real, personal or mixed, tangible or intangible) held by the Parties during their contemplated marriage as tenants by the entirety, if any. Except as otherwise provided herein, property owned by the Parties as tenants by the entirety shall be considered voluntary transfers in which each Party shall own an equal undivided interest. If the Parties' contemplated marriage is dissolved by divorce, then the Parties' Jointly-Held Property and the equity therein **shall be divided equally between the Parties.** (Emphasis added)

Therefore, under the express terms of the parties' prenuptial agreement, if and when this Court determines that any property, whether real or personal, is held by the parties as Tenants by the Entirety, then that property must be divided equally between the parties. With regard to personal property, Mrs. Beaman submits that the agreement prohibits this Court from awarding Mrs. Beaman cash in lieu of one-half of the personal property items. She submits that she should be allowed to receive one-half of the actual items under the express language used in the agreement.

B. PERSONAL PROPERTY MAY BE HELD AS TENANTS BY THE ENTIRETIES IN TENNESSEE IN ADDITION TO REAL PROPERTY

Personal property can be held by married persons as Tenants by the Entirety just as real property can be so held. Sloan v. Jones, 241 S.W.2d 506 (Tenn. 1951). In Sloan, the Supreme Court opined:

This rule of entireties in this State is a rule of property. We think, in view of past decisions . . . that by those decisions the tenancy by the entirety has now become a rule of property both as to real and personal property.

Id. at 509.

In addition, the manner in which a particular item of property is held is not determinative of whether the property is held by the parties as tenants by the entirety. In Oliphant v. McAmis, 273 S.W.2d 151 (Tenn. 1954), the Supreme Court held that the registration by husband of personal property, specifically a car and a truck, in his name alone, did not mitigate against a finding that such property was held by the parties as tenants by the entirety. The Court further held that declarations by the parties, while not sufficient standing alone, were credible circumstantial evidence of an intent to hold property as tenants by the entirety. Oliphant, 273 S.W.2d at 153-154. The Oliphant Court further held that tenancy by the entirety may be shown by other than documentary evidence, and held that such a tenancy may be inferred from the “circumstances.” Id.

In the more recent case of Griffin v. Prince, 632 S.W.2d 532 (Tenn. 1982), the Supreme Court provided further guidance on this issue, holding:

This Court has permitted the use of extrinsic evidence to establish the type of ownership intended by the parties, and has gone very far in finding that spouses

owned real or personal property as tenants by the entirety, despite the fact that a title document indicated otherwise.

Id. at 151.

C. THE PRENUPTIAL AGREEMENT ANTICIPATES VOLUNTARY TRANSFERS BETWEEN THE PARTIES' WITHOUT RESTRICTION OR LIMITATION AND THAT IS EXACTLY WHAT OCCURRED

Article V of the Agreement, found on page 14, provides, in pertinent part, as follows:

Each party shall have the right to voluntarily transfer or convey to the other Party any property or interest therein during such Party's lifetime . . . and neither Party intends by this Agreement to limit or restrict in any way the right and power of the other Party to receive any such voluntary transfer or conveyance. Except as otherwise provided herein, this Agreement shall not be construed in any manner as placing any limitation whatsoever on the right of either Party to make voluntary lifetime or testamentary transfers to the other Party of the donor Party's Separate Property, Property Acquired by Gift or Inheritance, or share of Jointly-Held Property.

Mrs. Beaman submits that the proof will establish that Mr. Beaman made numerous voluntary transfers to her throughout the course of this marriage, both a real and personal property. With regard to the three parcels of real property at issue, it is anticipated that Mr. Beaman will likely argue that since these properties were not transferred by Deed or otherwise placed in Mrs. Beaman's name, they remain his separate property. However, such a position is contrary to the express language of this agreement which indicates that there will not be "any limitation whatsoever" on the ability to make such transfers. Therefore, any argument made by Mr. Beaman related to the lack of a writing runs afoul of the express language that he used in the agreement he had Mrs. Beaman execute just eight (8) days prior to the marriage.

In the case at bar, Wife submits that there is a substantial amount of extrinsic evidence showing the intent of the parties to hold property, both real and personal, as Tenants by the Entirety. With regard to personal property, since such items are not “titled” per se, the only available evidence other than oral testimony are the invoices the parties received when the items were purchased. Most, if not all, of the parties personal property was purchased from a local designer named R. Higgins Designs. Ms. Beaman has recovered most, if not all, of the invoices related to the parties purchases and almost all are made out to the parties jointly. In fact, the only ones that are not joint are made out to Mrs. Beaman alone; however, she is not trying to claim those particular items are hers alone for that reason alone.

With regard to the real property, as previously stated, although the Deed(s) may be in Mr. Beaman’s name alone, that fact should not be conclusive. Emails, texts, statements and conduct by Mr. Beaman are replete with statements, representations and admissions that the Wyoming property, the Hidden Lake property and the Chickering Road property are (or were with regard to Chickering which has been sold) jointly owned. Mrs. Beaman submits that all of this evidence is admissible on this issue and further submits that while each piece, standing alone, may be insufficient to establish Tenancy by the Entirety, taken together as a whole, there is little doubt that it was Mr. Beaman’s intent that Mrs. Beaman have equal ownership of these properties, and Mrs. Beaman should be awarded one-half the value of each parcel (or the proceeds of sale) pursuant to the express terms of the prenuptial agreement.

III. THIS COURT SHOULD ADOPT AND APPROVE MRS. BEAMAN'S PROPOSED PARENTING PLAN AS BEING IN THE BEST INTEREST OF THE PARTIES' MINOR CHILD.

A. MRS. BEAMAN SHOULD BE NAMED THE PRIMARY CUSTODIAN/RESIDENTIAL PARENT

As stated in oft-quoted opinion Bah v. Bah, 668 S.W.2d 663 (Tenn.App. 1983):

To arrive at the point of deciding with whom to place a child in preparation for a caring and productive adult life requires consideration of many relevant factors, including but certainly not limited to the age, habits, mental and emotional make-up of the child and those parties competing for custody; the education and experience of those seeking to raise the child; their character and propensities as evidenced by their past conduct, the financial and physical circumstances available in the home of each party seeking custody and the special requirements of the child; the availability and extent of third-party support; the associations and influences to which the child is most likely to be exposed in the alternatives afforded, both positive and negative, and where there is the greater likelihood of an environment for the child of love, warmth, stability, consistency, care and concern, and physical and spiritual nurture.

Id. at 666.

Mrs. Beaman submits that she has been and continues to be the bedrock of the minor child's life and that her Proposed Parenting Plan, which is filed contemporaneously herewith, will serve the best interests of the minor child. In light of Mr. Beaman's attitudes, propensities, and abusive behavior toward Mrs. Beaman in the presence of the minor child, he is not a fit candidate for custody of this 13 year old.

B. THIS COURT SHOULD GRANT AN UPWARD DEVIATION IN CHILD SUPPORT, WHICH SHOULD BE SET AT 15,000 PER MONTH

Although the maximum amount of child support set forth in the Child Support Guidelines is \$2,100.00 per month for one child, this Court may award a child support amount in excess of the stated cap if the child support recipient proves by a preponderance of the evidence that “more than this amount is reasonably necessary to provide for the needs of the child.” Tenn. Comp. R. & Reg. Ch. 1240-02-04-.07(g)(1).

In the case before this Court, the evidence will establish that the needs of their child far exceed what the sum of \$2,100.00 per month would capture. Tom Price was retained by Mrs. Beaman to analyze the expenditures that were made only by Mrs. Beaman on the minor child over the period 2016 - 2017 and his analysis reveals that during that three year period, the average monthly expenditure on behalf of the minor child by Mrs. Beaman alone exceeded \$17,000.00 per month. This figure must be placed in its proper perspective in that Mr. Price only analyzed one-half of the total expenditure, since Mr. Beaman’s records, information and spending habits had not been provided for analysis.

The presumptive amount of child support (2,100) would not begin to meet this child’s daily needs and this is an appropriate case in which to deviate upwards, setting child support at the sum of \$15,000.00 per month, which amount, based upon Mr. Beaman’s average income over the last two years, would be only TWO (2.0%) PERCENT of Mr. Beaman’s gross income each month. Mrs. Beaman submits that a child support award at this level is both necessary and reasonable under the current Tennessee Child Support Guidelines.

IV. THIS COURT SHOULD AWARD MRS. BEAMAN HER ATTORNEYS' FEES INCURRED IN THIS ACTION.

On August 28, 2017, Mr. Beaman filed his Answer to the Counterclaim filed by Wife. In Paragraph 9 of that Answer, Mr. Beaman alleged the following:

9. Husband denies that Wife has been the primary parent and caregiver for the parties' child throughout the marriage. Husband submits that both parties have been caregivers for their son. Husband denies that it is in the child's best interest to remain in Wife's care. Husband believes that it is in the child's best interest for the parties to have an equal residential time parenting schedule.

As the Court is well aware, attorneys fees in "any suit or action concerning the adjudication of the custody or change of custody of any child" are authorized by Tenn. Code Ann. Sec. 36-5-103(c) in the discretion of this Court.

Regardless the position Mr. Beaman may take at the trial of this cause, as of the writing of this Trial Brief, Mr. Beaman had not withdrawn or otherwise amended his pleading so as to remove the allegations set forth in Paragraph 9 of his Answer and Mrs. Beaman should be awarded her reasonable attorneys fees defending such allegations.

CONCLUSION

For all of the foregoing reasons, Mrs. Beaman respectfully requests that this Court grant her the following relief in this cause:

1. That she be awarded an absolute divorce from Mr. Beaman on the grounds of his cruel and inhuman treatment and conduct towards her during this marriage.
2. That she be awarded the sum of \$4,328,364.00, paid \$1,000,000.00 cash immediately and the balance of \$3,328,364.00 in the form of an annuity for the remainder of her life.
3. That she be awarded the further sum of \$1,000,000.00 to be used by her toward the purchase of a new home.
4. That she be awarded a further sum, in cash, equal to one-half the value of the Wyoming vacation home, the Tennessee lake home, the Chickering Road proceeds, and any other assets, interests or investments found to be held or converted to Tenants by the Entireties at the final hearing of this cause.
5. That she be awarded one-half of all of the marital personal property owned by the parties.
6. That she be awarded all of her separate property identified and established at the trial of this cause, including, but not limited to, the following specific:
 - a. A large number of personal property items given to her by Mr. Beaman during the course of this marriage.
 - b. Twenty (20) hours of private jet travel on a Citation Jet provided through JetLinks or its equivalent given to her by Mr. Beaman during this marriage.
 - c. A \$75,000.00 trained protection dog given to her by Mr. Beaman through a private dog training services during this marriage.
 - d. \$100,000.00 of Ecogensus stock given to her by Mr. Beaman during this marriage.
7. That she be named the Primary Custodian/Residential Parent of the parties' minor child Jackson and that the Court approve her Parenting Plan setting forth Mr. Beaman's residential visitation schedule with the minor child.

8. That she be awarded child support in the amount of \$15,000.00 per month for the care and support of the parties' minor child.
9. That she be awarded her attorneys fees and that all costs of this cause be taxed to Mr. Beaman.
10. That Mr. Beaman be ordered to immediately destroy all any pictures, videos and other recordings containing the image of Mrs. Beaman which depict or suggest that the parties, or either of them, are engaged in any form of sexual activity and that Mr. Beaman be permanently enjoined and restrained from copying, viewing or disseminating or otherwise publishing any picture, video or other recording which contains the image of Mrs. Beaman and depicts or suggests that the parties, or either of them, are engaged in any form of sexual activity.

Respectfully submitted,



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Attorneys for the Defendant,

Kelley S. Beaman

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing document has been served via the following method(s) upon the individual(s) listed below on this 6 day of September, 2018.

- | | | | |
|----|--|-------------------------------------|-----------------|
| 1. | Gregory D. Smith, Esq. | <input checked="" type="checkbox"/> | Electronic Mail |
| | Brenton H. Lankford, Esq. | <input checked="" type="checkbox"/> | U.S. Mail |
| | Stites & Harbison, PLLC | <input type="checkbox"/> | Facsimile |
| | 401 Commerce Street, Suite 800 | <input type="checkbox"/> | Hand Delivery |
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Larry Hayes, Jr.

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