

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

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BOOK _____ PAGE _____
ELAINE B. BEELER, Clerk & Master

LAUREL MARTIN GRIFFIN,)
)
 Plaintiff,)
)
 vs.)
)
 KEVIN MICHAEL GRIFFIN,)
)
 Defendant.)

Docket No. 45837

MEMORANDUM AND ORDER

1. INTRODUCTION

This is a divorce case. The trial was conducted on December 4, December 5, and December 18, 2018 and January 14, 2019. At the conclusion of the proceedings, the Court took the case under advisement and rules as set forth in this Memorandum and Order.

2. PROCEDURAL HISTORY

On January 10, 2017, Ms. Griffin filed a Complaint for divorce. She alleged irreconcilable differences as grounds. On February 21, 2018, Mr. Griffin filed an Answer and Counterclaim. He alleged irreconcilable differences and inappropriate marital conduct as grounds. On March 12, 2018, Ms. Griffin filed an Answer to Mr. Griffin's Counterclaim. She denied that she had been guilty of inappropriate marital conduct and alleged that Mr. Griffin's ill conduct was an affirmative defense. On the same day, Ms. Griffin filed an Amended Complaint for divorce wherein she alleged inappropriate marital conduct and adultery as additional grounds. On March 27, 2018, Mr. Griffin

answered Ms. Griffin's Amended Complaint. He denied that he had been guilty of inappropriate marital conduct and alleged that any inappropriate marital conduct or adultery committed by him was in response to Ms. Griffin's misconduct and adultery.

Between the filing of the Complaint and the commencement of trial on December 4, 2018, numerous pretrial motions were filed. Most of those motions were resolved by Agreed Order. The parties went to mediation in February, 2018. No issues were resolved in mediation.

3. FINDINGS OF FACT

This is the first marriage for both parties. The parties met in Los Angeles in 1992, where they were both living at the time. Ms. Griffin was 21 and Mr. Griffin was 25. In 1993, Mr. Griffin moved to New Orleans, Louisiana. In 1997, Ms. Griffin moved to Louisiana. The parties began living together and have been in a committed relationship since Ms. Griffin moved to Louisiana. The parties' first child, [REDACTED] was born on May 10, 1999. The parties married on October 6, 2001. In August 2005, the parties moved to San Antonio, Texas, after Hurricane Katrina struck New Orleans. During summer 2006, the family moved to Los Angeles. In January 2011, the parties moved to Franklin, Tennessee, where they have remained.

Ms. Griffin is 48 years old and in good health. Mr. Griffin is 52 years old and in good health. The parties are the parents of two minor children, twins, [REDACTED] and [REDACTED] age 10, [REDACTED] 2008.

a. Ms. Griffin's Background

Ms. Griffin graduated from high school. She then attended Louisiana State University for two years. After moving to California, she attended Santa Monica Junior

College and California State University for a period of time. She then returned to Santa Monica Junior College to obtain the credits needed for a certificate but did not succeed. She was working on a degree in sociology.

Ms. Griffin's work history in California includes her work at a men's clothing store; her work for a couple of months at Pottery Barn; her work as a retail clerk in a luggage store; her work in a vet clinic; her work as a server in a coffee shop; her work as a retail sales associate at a guest ranch; her work as a store manager for Guess; and her work as a personal assistant at Mercury Records. Each of these jobs was part-time with the exception of her work at Guess and Mercury Records. At each job, she earned between \$7 and \$10 an hour.

After moving to Louisiana, Ms. Griffin worked in a salvage business selling architectural antiques. She earned \$10 an hour as a full-time employee. Ms. Griffin was terminated from that employment because she stole \$125 from her employer. This occurred prior to the parties' marriage. She was pregnant with [REDACTED] and submits that she was working for an employer whose business practices were suspect. She was concerned for her future. Mr. Griffin was fully aware of the facts and circumstances regarding the offense. Ms. Griffin admitted her criminal misconduct, was convicted, sentenced to a year of probation, and later had her record expunged. After leaving the salvage business, Ms. Griffin worked in the office of Mr. Griffin's band, "Better Than Ezra," for minimum wage in a part-time position.

Ms. Griffin's social security and medicare earnings record for the period 1988 through 2017, establishes that Ms. Griffin earned \$23,501 in 1996, the year before Ms. Griffin moved to New Orleans and began living with Mr. Griffin. (Tr. Ex. 23). This is the

most Ms. Griffin has ever earned in a single year. Ms. Griffin had no income in 1997. Ms. Griffin earned less than \$6,000 a year in 1998 and 1999. Thereafter, Ms. Griffin had no income between 2000 and 2016 except for \$310 she earned in 2001. In 2016 and 2017, Ms. Griffin received compensation working for the Pilgrimage Music and Cultural Festival (“Pilgrimage Festival”). She earned \$5,287 in 2016 and \$14,999 in 2017. Ms. Griffin had no income in 2018.

b. Mr. Griffin’s Background

When the parties met in 1992, Mr. Griffin was working in a bar and grill as a bartender. In 1993, Mr. Griffin moved to Louisiana to work and tour with his band, Better Than Ezra. Mr. Griffin is the lead singer for Better Than Ezra, a guitar player, a songwriter, a producer/engineer, a businessman, and a speaker. Mr. Griffin has a Bachelor’s degree in English from Louisiana State University. Mr. Griffin helped found the Pilgrimage Festival, which has been held in September of each year in Franklin, Tennessee from 2015 through 2018.

Mr. Griffin’s social security medicare earnings record reflects substantial earnings from 1995 through 2016, the last date shown in that document. (Tr. Ex. 23). The parties’ tax return for 2017 reflects a total income of \$541,848, which includes “phantom income” from an advance received previously but not realized as income until 2017. (Tr. Ex. 27). The parties’ total income for 2018 was not known at the time of trial. Mr. Griffin’s average monthly gross income for three-years (2015, 2016 and 2017), was \$29,479.30, which includes all royalty income.

c. The Parties' Move to Tennessee

While in New Orleans, Mr. Griffin toured heavily with his band and was busy with his songwriting career. Ms. Griffin was responsible for [REDACTED]. After moving to Los Angeles in summer 2006, the family lived "a large, rock star lifestyle." Both parties overspent their income. They lived in a home costing approximately \$1.5 million. Mr. Griffin toured extensively. He conducted his songwriting from his studio some distance from the marital residence. Both Mr. and Ms. Griffin partied heavily. They drank heavily. They used drugs when they were together and separately.

In 2010, Mr. Griffin persuaded Ms. Griffin to travel with him to Tennessee and explore the possibility of moving to Nashville. Mr. Griffin wanted to move to Nashville because of the perceived opportunities for his music career and because of the expenses associated with the parties' lifestyle in California. Mr. Griffin acknowledges that his failure to maintain sobriety interfered with his ability to accomplish his career goals while the parties lived in Los Angeles. Ms. Griffin was reluctant to leave Los Angeles.

After exploring their options, the parties made a decision to purchase a \$1,050,000 home at 444 Boyd Mill Avenue, Franklin, Tennessee. They moved to Franklin in January 2011. They enrolled [REDACTED] in a private school. The twins were a little over two years old when the family moved to Tennessee. The parties received approximately \$350,000 in proceeds from the sale of their California residence. The parties used the proceeds to improve the Boyd Mill residence by adding a studio, a guesthouse and a garage. The additions totaled approximately 2,500 additional square

feet. The parties were living in the Boyd Mill residence at the time Ms. Griffin filed her Complaint.

d. The Parties' Extramarital Relationships

i. Ms. Griffin

In 2004, while the parties lived in New Orleans, Ms. Griffin had an extramarital affair with her personal trainer, Don Mullican. It lasted four months. She had sexual relations with Mr. Mullican on four to six occasions. Those incidents occurred in the marital residence at a time when [REDACTED] then six years old, was asleep. Mr. Griffin learned of the relationship through examining phone records and confronted Ms. Griffin. She acknowledged her infidelity. Mr. Griffin spent one night away from the marital residence after the confrontation. The parties reconciled, and Mr. Griffin condoned Ms. Griffin's misconduct.

There were three different occasions when Ms. Griffin kissed another woman. One such incident occurred in approximately 2003 when the parties were living in New Orleans. Other incidents occurred while the parties were living in Los Angeles. None of these encounters were of significant concern to Mr. Griffin. Mr. Griffin did not seek counseling or seek a divorce from his wife. In fact, he does not recall that they were the subject of discussion in marriage counseling the parties pursued from July through December 2016. Mr. Griffin condoned Ms. Griffin's conduct.

In September 2009, an incident occurred after a Better Than Ezra performance at the House of Blues in New Orleans. On this occasion, Ms. Griffin had sexual relations with Stelina Bicker, a lady who helped the family with the parties' twins on occasion. The parties were staying in New Orleans in a hotel suite. Mr. Griffin was asleep. Ms.

Griffin and Ms. Bicker came into the room, caused Mr. Griffin to move from the bed to a couch, and engaged in sexual relations with one another. Ms. Griffin claims this was a three-way encounter. The Court does not find her credible on this claim.

ii. Mr. Griffin

Mr. Griffin has also been unfaithful. Through the end of 2005 and the beginning of 2006, Mr. Griffin engaged in a number of one-night stands. In Mr. Griffin's Answer to Ms. Griffin's Complaint, Mr. Griffin denied that he had engaged in inappropriate marital conduct during the marriage. At trial, Mr. Griffin took the position that his sexual encounters were in response to Ms. Griffin's infidelity with Mr. Mullican. Mr. Griffin did not tell Ms. Griffin of his sexual encounters. She only became aware of the encounters after she read Mr. Griffin's journals, prepared as part of his twelve-step recovery. An examination of Mr. Griffin's writings establishes that while he did not "have an affair," he had plenty of one-night stands. (Tr. Ex. 35). On January 22, 2018, when asked about sexual contact with other persons in his answers to interrogatories, Mr. Griffin testified that he had a relationship with his current girlfriend, Erica Krusen, but did not mention any of these one-night stands. At trial, Mr. Griffin testified that he "might have" had oral sex with three or four women in fall 2005 and the beginning of 2006. He could not recall the events because they occurred thirteen years ago. The Court finds Mr. Griffin's testimony on this issue to be false. He was unfaithful to his wife and his infidelity was not a direct response to Ms. Griffin's infidelity.

Mr. Griffin has engaged in an extended extramarital relationship with Erica Krusen. Ms. Krusen is an employee of Musicare, which is a charitable function of the Grammys. Mr. Griffin met Ms. Krusen in May 2014 at a Broadcast Music Inc. ("BMI")

pop music awards event at the Beverly Hills Hotel. They had breakfast three days later. He saw her in Chicago later that year at another music event. In September 2014, Ms. Krusen attended a House of Blues performance by Better Than Ezra in New Orleans. Mr. Griffin contends that was the first occasion when he and Ms. Krusen had sexual relations. Thereafter, when Mr. Griffin would work in Los Angeles, he would see Ms. Krusen. For a time, Mr. Griffin and Ms. Krusen ended their relationship. This lasted from November 2015 until February 2016. The relationship renewed in February 2016 when Ms. Krusen asked Mr. Griffin to be a judge for the Grammy Awards. The relationship continued in full force until it was discovered by Ms. Griffin in 2016.

Ms. Griffin first met Ms. Krusen in 2015 during the Pilgrimage Festival in Franklin. Ms. Griffin had heard her name mentioned on a number of occasions prior to meeting Ms. Krusen. Ms. Griffin asked Mr. Griffin about Ms. Krusen shortly after the Pilgrimage Festival, specifically inquiring about his relationship with her. Mr. Griffin laughed and denied any inappropriate relationship. Thereafter, Ms. Krusen attended functions where another music group formed by Mr. Griffin, Band of Merrymakers, performed. In April 2016, Ms. Krusen attended the Jazz Festival in New Orleans. Ms. Griffin observed Ms. Krusen giving Mr. Griffin a hug and a kiss on that occasion. In summer 2016, the parties were scheduled to travel to Italy to attend a wedding. Before leaving, Ms. Griffin found text messages on Mr. Griffin's phone from Ms. Krusen. During the course of the flight to Italy, Ms. Griffin told Mr. Griffin what she had found and asked him about those text messages. Mr. Griffin swore to Ms. Griffin that there was no inappropriate relationship with Ms. Krusen. He told Ms. Griffin that he did not know why Ms. Krusen had sent text messages to him. Ms. Griffin wanted to believe her husband. The parties' relationship

while they were in Italy was strained.

Upon the parties' return from Italy, they visited Ms. Griffin's parents at their summer home in Michigan. While they were there, Ms. Griffin found more text messages between Mr. Griffin and Ms. Krusen. The content of those messages was such that the relationship could not be denied. Ms. Griffin showed the messages to her father, and he agreed with Ms. Griffin. Ms. Griffin confronted Mr. Griffin about the messages. Mr. Griffin asked that the parties wait until they returned to Franklin to discuss the matter.

Upon their arrival in Franklin, Mr. Griffin acknowledged to Ms. Griffin that he was involved in a sexual relationship with Ms. Krusen. He confirmed that he had met her in 2014. He stated that Ms. Krusen was going through a divorce; that she was a therapist; and that he wanted to get sober, which she encouraged. Mr. Griffin told his wife that the sexual relationship did not commence until after he completed his treatment at Cumberland Heights in August, 2014.

The parties agreed to pursue marriage counseling. They did so throughout summer and fall 2016. The counseling was not successful. Once Ms. Griffin filed her Complaint for divorce, Mr. Griffin resumed his relationship with Ms. Krusen. He acknowledges that he loves her and is in a committed relationship with her. Explicit materials regarding the nature and extent of Mr. Griffin's relationship with Ms. Krusen were received as evidence. (Tr. Ex. 47). Those materials are graphic in nature and include a nude picture of Ms. Krusen, which she took and sent to Mr. Griffin. Mr. Griffin responded "Sweet Jesus!!! You're a vision. A beauty...Baby I need you."

Mr. Griffin has been on a number of trips with Ms. Krusen including a trip to

several locations in California, including Cabo San Lucas, Big Sur, and Ojai. Mr. Griffin also extended his stay in Las Vegas after a Better Than Ezra engagement to spend time with Ms. Krusen. He contends that Ms. Krusen paid for all of these trips, other than the extra time he spent at the hotel in Las Vegas. He contends that the only gift he has purchased Ms. Krusen was a \$280 necklace. There is no evidence to contradict Mr. Griffin's assertions in these regards.

e. The Parties' Use of Alcohol and Drugs

i. Ms. Griffin

Ms. Griffin used drugs and controlled substances during the course of the marriage. Ms. Griffin acknowledges that she tried cocaine on two or three occasions, the last occasion being after a wedding she attended in 2006 in Los Angeles. She further acknowledges that she and her husband tried ecstasy and mushrooms when the parties lived in New Orleans.

Ms. Griffin smoked marijuana during the marriage. In 2014, during the course of the Bonnaroo Festival, Ms. Griffin tried gummy bears containing THC, which a friend, Brant Wood, supplied to her. Ms. Griffin acknowledges that she has had marijuana in the marital residence since the parties lived in Franklin. She stored it in a bag in her closet. She contends that she removed it from the home after Mr. Griffin told her that he did not want marijuana in the home. Mr. Griffin did not want [REDACTED] to find it. However, on November 30, 2017, Mr. Griffin found marijuana in a plastic Target shopping bag in Ms. Griffin's car¹, while he was driving the twins to school. The bag contained a sales slip from Walgreens listing items purchased by Ms. Griffin on November 28, 2017, as well

¹ Ms. Griffin was in New Orleans at this time.

as marijuana and drug paraphernalia. Upon discovering the marijuana in Ms. Griffin's car, Mr. Griffin sent a text message to Ms. Griffin, wherein he told her that he had found marijuana. He advised her that he had the bag with him and that he would give it to her when she returned from her trip. Ms. Griffin responded, "There is no more" to which Mr. Griffin responded, "Other than the dugout and one hitter?" Tellingly, Ms. Griffin responded, "I totally forgot it was there; thanks for removing it. I haven't used it in forever." (Tr. Ex. 18). At trial, Ms. Griffin acknowledged that marijuana was found in a plastic Target bag in her car. Ms. Griffin claimed that she did not put the marijuana there. The Court finds that Ms. Griffin was not honest on this point.

There were two instances involving alcohol in April 2017. On the first incident, Ms. Griffin called Mr. Griffin around midday and asked him to pick up the children from school. Ms. Griffin had been to lunch with friends at a Mexican restaurant in Franklin and had become intoxicated. Mr. Griffin had to leave work in order to pick up the children from school. Ms. Griffin claimed that a friend drove her to pick up the children and took the children home. The friend, Tripp King, confirmed Ms. Griffin's version of the events. Mr. Griffin and Ashley Lomeux, a young woman who was with Ms. Griffin and Mr. King, confirmed that Ms. Griffin was intoxicated on that occasion and that Mr. King drove Ms. Griffin home while Mr. Griffin picked up the children from school. The Court does not find Ms. Griffin or Tripp King to be credible regarding this event.

The second incident arose when Ms. Griffin had been to lunch with a friend, Michelle Edwards. After consuming two margaritas, Ms. Griffin concluded that she was not capable of driving and contacted Mr. Griffin to pick up the children at school. He had to leave an important engagement to do so.

In September 2017, Michelle Edwards supplied Ms. Griffin with Lorazepam pills. Mr. Griffin found those pills in Ms. Griffin's purse. Ms. Griffin contends that they are anti-anxiety medications that were given to her at the time of the Pilgrimage Festival because Ms. Griffin knew that Mr. Griffin's girlfriend, Erica Krusen, would be present at the festival. Ms. Griffin contends that she did not take any of the pills. Mr. Griffin contends that there were eleven pills in the bottle when he first saw it and that when he next checked, he found only eight pills. The Court credits Mr. Griffin's testimony on this issue.

Ms. Griffin's lack of candor, in fact, her outright misrepresentation in her testimony that she did not know how the marijuana got in her vehicle in November 2017 is of great concern to the Court. However, there is no evidence that either [REDACTED] or [REDACTED] have been exposed to drug use or abuse of alcohol by Ms. Griffin. Mr. Griffin complained of Ms. Griffin's use of drugs and alcohol. However, the Court questions the sincerity of Mr. Griffin's expressing concern about Ms. Griffin's use of drugs and alcohol. The evidence establishes that these events occurred in 2017 and early 2018. The parties went to mediation and a report was filed with the Court on February 20, 2018, stating that the mediation was not successful. The very next day, February 21, 2018, Mr. Griffin filed a Motion for drug testing which was set for hearing on March 9, 2018. As a result of the hearing, on March 14, 2018, the Court entered an Agreed Restraining Order providing for random testing at the request of either party. Further, the evidence at the motion hearing established that three days after filing his Motion, Mr. Griffin went on business for eight days leaving the children with Ms. Griffin.

ii. Mr. Griffin

Mr. Griffin is a recovering drug addict and alcoholic. Mr. Griffin's addiction began before the parties married. Ms. Griffin was not aware of Mr. Griffin's addiction prior to their marriage. In May 1999, Mr. Griffin was heavy into his addiction involving alcohol and cocaine. In the early 2000's, he continued to use alcohol and cocaine but also used marijuana and mushrooms. In spring 2001, Mr. Griffin acknowledged to Ms. Griffin that he was using cocaine on the road "quite a bit." He was typically gone from Wednesday through Sunday. Mr. Griffin's use of cocaine caused him to be very sleepy when he returned home because he was "coming down." He did not want anyone else to know of his use of cocaine. He took steps to hide his drug use from Ms. Griffin and others, including excusing himself to the restroom to use drugs when the parties were out together. By 2005, Mr. Griffin clearly chose drugs and alcohol over his family. There is no doubt in Mr. Griffin's mind that Ms. Griffin was the primary residential parent for [REDACTED] during this time. Mr. Griffin contacted a friend who put him in touch with a drug counselor. Mr. Griffin began seeing the counselor regularly and discontinued his habit of sleeping after he returned from his touring. That caused Ms. Griffin to believe that Mr. Griffin had ceased his use of cocaine.

In fall 2006, after the parties had moved to Los Angeles, Mr. Griffin returned home from a trip. Mr. Griffin went to Ms. Griffin and told her that he needed to go the hospital. Ms. Griffin contacted the housekeeper to take care of [REDACTED] and took Mr. Griffin to a rehab facility in Pasadena. Mr. Griffin refused inpatient treatment and insisted on outpatient treatment. Mr. Griffin could not be admitted because he was on drugs at the time. Mr. Griffin was put in touch with an individual who was involved in recovery and

started attending twelve-step meetings. However, Mr. Griffin continued to consume alcohol. Mr. Griffin believed that his problem related to the use of cocaine and not to the use of alcohol. He drank when the parties went out socially and also in the parties' home. Mr. Griffin told his wife that his substance abuse issue was his problem and not hers. In Mr. Griffin's writings, Mr. Griffin details the effects of his addiction on his conduct throughout a substantial portion of the parties' marriage. (Tr. Ex. 36). His addiction caused him to stay up all night; miss plane flights; not join in family activities; experience feelings of guilt because of his poor conduct as a parent; drive on occasions when he was high; take controlled substances on airplanes; go on a sailing trip with his wife when he was still high; try to score drugs from his doctor; miss an important Grammy party; spent money on hotel rooms and new airline flights; engage in extramarital relations; yell at his band mates; not be able to perform during a scheduled show; miss TV appearances; cancel writing sessions, including major sessions; miss an opportunity to take ■■■ to a show that had been planned; miss his wife's birthday; and other consequences. In August 2014, Mr. Griffin went to Cumberland Heights Drug and Alcohol Center and achieved sobriety.

f. Allocation of Family Responsibilities

Ms. Griffin has been the primary caregiver of the parties' children throughout the parties' relationship and marriage. When the parties lived in New Orleans, Ms. Griffin took care of the home; shopped for groceries; cared for ■■■ and generally fulfilled the role of a homemaker. Ms. Griffin had assistance from a housekeeper Tuesday through Thursday for two hours a day and later from 9 a.m. to noon for a period of time. The housekeeper took care of the floors and bathrooms, did the dusting and similar chores.

Ms. Griffin did the laundry, cooking and the rest of the household chores. Mr. Griffin traveled extensively during the time the parties lived in New Orleans. He was home 20% to 30% of the year.

Once the family moved from New Orleans to San Antonio in 2005, Ms. Griffin continued to perform the household responsibilities and care for [REDACTED] Mr. Griffin continued to pursue his career as an entertainer and writer.

In summer 2006, the family moved to Los Angeles where they continued to reside until January 2011. During that time, Ms. Griffin went through fertility treatments and, as a result, the twins were born on December 8, 2008. Ms. Griffin continued to be the primary caregiver for [REDACTED] and the twins. Mr. Griffin never suggested to Ms. Griffin that she work outside the home during the time the parties lived in Los Angeles. On occasion, he would complain that the family spent too much money but, in the same breath, said he did not want Ms. Griffin to seek work outside the home. Mr. Griffin traveled with his group, Better Than Ezra, and pursued his songwriting career. During the time the parties lived in Los Angeles Mr. Griffin was home more than he had been during the earlier years of the marriage. However, he was gripped in the throes of drug and alcohol addiction. Ms. Griffin had domestic help, but had no childcare assistance until after the twins were born.

Once the twins were born in December 2008, Mr. Griffin made the suggestion to Ms. Griffin that the parties seek assistance in caring for the newborns. Ms. Griffin had help caring for the twins Monday through Friday from 9 a.m. to 4 p.m. During that time, Ms. Griffin volunteered in Max's class; shopped for groceries; ran errands; and performed other household duties, including cooking. Mr. Griffin's typical routine was to

get up in the morning, shower, go to the gym, and then to the studio to pursue his songwriting. Mr. Griffin would help Ms. Griffin with bedtime duties if he was home.

During spring and summer, 2011, after the family moved to Franklin, Tennessee, Ms. Griffin had childcare assistance each morning until 1 p.m., Monday through Friday. In fall 2011, the parties enrolled the children in a Montessori School. Thereafter, Ms. Griffin has had no child care assistance. She did have the assistance of a housekeeper one day a week. The housekeeper cleaned the marital residence, the studio, and the guest house. Otherwise, Ms. Griffin continued to perform her functions as a homemaker, including doing the laundry, cooking, and care of the children. In addition to her duties inside the home, Ms. Griffin has been responsible for all of the gardening and landscaping at the parties' home. The parties hired someone to mow the yard.

The twins have been actively involved in sports and other extracurricular activities, including soccer, swimming, tennis, basketball, baseball, flag football, gymnastics and others. Ms. Griffin has been primarily responsible for getting the children to their games and practices and picking them up. Ms. Griffin has been responsible for procuring all of the equipment for the children's athletic and extracurricular activities. In 2018, Mr. Griffin was able to attend a few of the children's flag football games and took them to one of their tennis lessons. Mr. Griffin has been more involved in the twins' baseball activities.

When the twins were in Montessori School, Ms. Griffin worked in their classroom during the first year. From summer 2012 through summer 2015, she served on the Board of Directors of the school. She organized activities at the school, including breakfast with Santa Claus, yard sales, end of the year parties, field trips, set up a

demonstration with eggs and an incubator to show the hatching of chickens, established the gardening program to teach the children about gardening, and helped organize a fundraiser where Better Than Ezra played, resulting in \$27,000 in proceeds for the school.

While the twins were in kindergarten, Ms. Griffin was a room mother for [REDACTED]. In the first grade, she was a room mother for [REDACTED]. In the second grade, she was a room mother for [REDACTED]. During the current academic year (third grade), she has been a co-room mother for both boys. In that capacity, she has organized parties for the children's classes for Halloween, Christmas, Valentine's Day, and end of the year functions. She has made arrangements for teacher gifts during birthdays, Christmas and at the end of the year. Ms. Griffin has attended all of the children's field trips from kindergarten to the date of trial. In addition, she volunteered in the classroom one time a week for [REDACTED] class and organized an art program for both [REDACTED] and [REDACTED] classes. Ms. Griffin has been a member of the Parent Teacher Organization and has volunteered at the book fair in the spring of each year. Further, Ms. Griffin has been responsible for taking the children to the doctor for their annual visits and has taken the children to the doctor for all of their sick visits with the exception of one occasion when Mr. Griffin took the boys.

Mr. Griffin has been the primary wage earner. He has had a substantial income and has provided a high standard of living for the family. Since the filing of the Complaint, he has become much more involved in the lives of children. Mr. Griffin has coached the boys' athletic teams on occasion. He has helped them with their homework on occasion. He has taken them on trips to the Florida Gulf Coast, Los Angeles, Boston,

New York, and Sandusky, Ohio. He has begun to get up with the boys in the morning and provide breakfast on occasion. He has spent more time working from the home studio. He has ridden bikes with the boys and gone with them to the skate park. Mr. Griffin introduced a number of photos depicting his activities with [REDACTED] and [REDACTED] (Tr. Ex. 34). All these activities occurred during the pendency of these divorce proceedings. Mr. Griffin is to be commended for his increased interest in parenting the children and his increased involvement in their lives. The Court has no doubt the children will benefit from having Mr. Griffin's increased attention.

g. Mr. Griffin's Schedule

After moving to Tennessee, Mr. Griffin traveled extensively with Better Than Ezra. He also performed solo ventures and pursued his songwriting career. In addition, he was instrumental in forming another group, Band of Merrymakers, which performs during the holiday season each year. Prior to the filing of the Complaint, Mr. Griffin was home 30% - 40% of the year. After Ms. Griffin filed her Complaint for divorce, Mr. Griffin has been at home more often.

Mr. Griffin's travel schedule is planned in advance, but is often subject to change as performances are added or as writing junkets would come up quickly with very little advance notice. In fact, on the Friday before the first day of trial, Mr. Griffin told Ms. Griffin that he would be leaving that day for a trip and would not be returning until the following day. Mr. Griffin also shared with Ms. Griffin that he had planned trips for December 2018 and January 2019. Ms. Griffin was expected to perform the household duties and care for the children when Mr. Griffin was traveling in December 2018 and January 2019.

Since the parties have lived in Franklin, Mr. Griffin has used the home studio, working either by himself or with others, for his writing activities to write and create demos. He has also written at a number of studios in Nashville. On many occasions, Mr. Griffin would have dinner obligations, which he would announce to Ms. Griffin on the day of the obligation. As a consequence, before Ms. Griffin filed her Complaint, it was typical for Ms. Griffin to get up with the children in the morning, prepare the breakfast, get them ready for school, get them to school and extracurricular activities, and get them home. Since the filing of the Complaint, Mr. Griffin has assisted in these activities on occasion. Mr. Griffin even attended a bake sale at the children's school, something he had never done in the past. Ms. Griffin has still been primarily responsible for getting the children to and picking them up after school, preparing their dinner, and helping them with their homework. Both parents have been involved with the children at bedtime if Mr. Griffin is home.

h. Parenting Styles

The parties expressed differing views regarding their parenting of the children. Ms. Griffin feels that the parties are generally on the same page and share a similar parenting style and philosophy. Ms. Griffin characterizes the parties' parenting style as liberal but not permissive. According to Ms. Griffin, the parties have promoted an interest in the arts, music, concerts, museums, and other enriching activities. Prior to the divorce, the parties did not approve of the children's watching certain movies or playing certain video games.

Ms. Griffin believes that [REDACTED] and [REDACTED] are happy boys. She is pleased that Mr. Griffin now takes them places, has dinner with them, and puts them to bed on

occasion. She characterizes Mr. Griffin as a good father when he is home. He is home now far more than he was when [REDACTED] was young. Ms. Griffin believes that Mr. Griffin was "sad" when he had to go on the road and be away from the family. Ms. Griffin accepted the responsibility, without complaint, to care for the children when Mr. Griffin was away. Ms. Griffin does not doubt that Mr. Griffin loves the boys. Ms. Griffin does not believe that Mr. Griffin disparages her to the boys. She feels that it is important for Mr. Griffin to have significant time with the boys. Even though her proposed parenting plan provides for Mr. Griffin to have the boys four days a month, she would be pleased for him to have more time with them if his schedule allows. In fact, Ms. Griffin has no objection to alternating weeks with Mr. Griffin if his schedule permits, provided she is allowed to care for the children when Mr. Griffin is unable to do so. Mr. Griffin, on the other hand, contends that he was far more active in the children's lives before Ms. Griffin filed her Complaint than Ms. Griffin portrays. The Court does not concur with Mr. Griffin. The evidence does not support his position.

Mr. Griffin characterizes his parenting style as positive and supportive. He promotes extracurricular activities including sports, encourages the boys to reach their potential, and encourages socialization. Only since Ms. Griffin filed her Complaint has Mr. Griffin been critical of Ms. Griffin's parenting decisions. He believes that Ms. Griffin is much more passive in her role as a parent.

Mr. Griffin contends that Ms. Griffin is less demanding of the children, allows them to spend time on the Xbox playing video games, and generally allows them to languish. The evidence suggests otherwise. [REDACTED] and [REDACTED] would not be thriving, and the evidence establishes that they are thriving, if Ms. Griffin's parenting

style had been as characterized by Mr. Griffin. It is unfortunate that Mr. Griffin finds it difficult to give his wife proper credit as a parent.

Mr. Griffin has been the parent to enroll the children in their extracurricular activities. Ms. Griffin contends that Mr. Griffin was able to do so because he has access to country club facilities, to which she does not have access, and he has had access to the credit card. During the course of the marriage, Mr. Griffin has been tight with access to the parties' finances. Ms. Griffin has been furnished a debit card for her use but has not had access to the credit card or the parties' checking account for at least four years, if not longer.

Mr. Griffin complained that Ms. Griffin has promoted a permissive atmosphere in the home by displaying a photograph of her holding a marijuana cigarette. Mr. Griffin acknowledges that he could have removed the photograph if he had found it offensive.

He also complained that he has found a joint under the window in the kitchen and a roach on the coffee table in the home. There is no evidence that these materials belonged to Ms. Griffin.

Mr. Griffin complained that Ms. Griffin listens to music on the radio in the home that involves the use of drugs. However, in October 2018, Mr. Griffin took the children to a concert in California where the artist, Drake, performed. Drake was promoting his "Scorpion" album. The lyrics from songs on that album were introduced into evidence (Tr. Ex. 46). Mr. Griffin was questioned about the lyrics. He was evasive in his answers. He claimed he had not researched the songs. He did agree that researching the songs is something that a prudent parent should do. He was asked to confirm that every single song contained explicit lyrics to which he responded, "he wasn't sure." He did

acknowledge hearing some of the curse words during the course of the concert and lyrics that referred to the "N" word. Nevertheless, Mr. Griffin contended that he thought it was appropriate to take the boys to the concert. A review of Tr. Ex. 46 confirms that the lyrics in the songs performed by Drake on that evening were very explicit and not appropriate for 10-year-old children. Mr. Griffin's complaints about the songs played by Ms. Griffin on the radio are disingenuous.

Mr. Griffin complained that Ms. Griffin has allowed [REDACTED] to consume alcohol since he was 16. The Court finds that that has been a mutual decision of the parties and not one made by Ms. Griffin alone. Further, Mr. Griffin complained that Ms. Griffin allowed [REDACTED] and his friends to have a party at the home on occasion in 2017 when Mr. Griffin was not present. Ms. Griffin contends that she did not supply alcohol or drugs to [REDACTED] or his friends. There is no evidence to establish that [REDACTED] or his friends used alcohol or drugs on that occasion; even though there was evidence that one of the persons in attendance became ill during the course of the event.

Mr. Griffin complained that he believes Ms. Griffin's inappropriate relations with other women is a poor example for the children. The extent of those relations has been discussed elsewhere in this Memorandum and Order. There has been no evidence, whatsoever, that any of the children have been exposed to any of Ms. Griffin's conduct with other women. Mr. Griffin acknowledges that the children have no knowledge of any of these matters.

Mr. Griffin proposes a parenting plan which would name him the primary residential parent with Ms. Griffin to have parenting time every other week from Thursday at school to Monday morning and overnight on Thursdays during the off week.

He plans to bring his mother to live in Franklin to help care for the children when he is out of town. He does agree, however, it would be appropriate for Ms. Griffin have the right of first refusal to care for the children. Mr. Griffin proposes that the parties make joint decisions regarding the children's' education, extracurricular activities, extraordinary health care, and religious upbringing. He further proposes that Ms. Griffin have the first six weeks of each summer because he would be touring heavily during that period of time.

i. The Pilgrimage Music and Cultural Festival

A significant issue during trial was the parties' interest in the Pilgrimage Music and Cultural Festival. The evidence establishes that the parties discussed starting a festival modeled after the New Orleans Jazz and Cultural Festival. At Thanksgiving 2013, Mr. Griffin went for a run at Harlinsdale Park in Franklin. He returned from the run and told Ms. Griffin that he had found the place for the festival. The parties were excited about that prospect. Ms. Griffin suggested that Mr. Griffin get in touch with others who would be interested in promoting such a festival. Mr. Griffin did and the work began.

The first festival was held in September 2015. Festivals were then held in 2016, 2017 and 2018. Efforts to plan and prepare for the festival were substantial throughout 2014 and 2015. Mr. Griffin met with numerous individuals to promote the festival. He made presentations to the Williamson County Visitor's Bureau; the Franklin Board of Mayor and Alderman; individual members of the Board; and Franklin's Mayor and City Administrator. Mr. Griffin had to prepare at least 32 presentations involving PowerPoint materials, which included traffic studies. Mr. Griffin also raised additional capital through various investors, amongst other efforts. Ms. Griffin was not involved in any of these

direct efforts. Every year the festival has been in operation, other than 2018, Ms. Griffin has worked in the merchant area (Bazaar), and, according to Mr. Griffin, did a great job. She was not paid for her effort in 2015.

In 2016, the festival was more successful, but still lost money. The festival was profitable in 2017. This was due primarily to the involvement of Justin Timberlake as a performer as well as other well-known acts. Going into 2018, Mr. Griffin and the others involved in promoting the festival were very optimistic that the festival would be a success and show a profit. Unfortunately, the festival was cancelled after six hours on the first day due to heavy rain. The festival was insured. At the time of trial, the owners of the festival were pursuing insurance proceeds to cover their cost. The ultimate outcome of their claim is unknown. At a minimum, however, Mr. Griffin will be responsible for paying a \$1 million note owed to SunTrust Bank as a joint and several guarantor with two other individuals. That note matures in March 2019. Ms. Griffin is not a cosigner on the guaranty.

The festival is owned by Pilgrimage Presents, LLC. The parties own 9.7242% of Pilgrimage Presents, LLC; 3.4004% directly and 6.3283% indirectly through their interest in Bring the Wood, LLC. Ms. Griffin has asked the Court to divide the parties' interest in Pilgrimage Presents, LLC. Mr. Griffin does not want the Court to divide the parties' interest. He wants the Court to award the interest to him. Mr. Griffin would not feel comfortable having his wife as a business partner and does not want to remain in business with her. He contends that the only way the festival will make money in the future will be the result of his work and the work of others, not the result of any effort of

Ms. Griffin. Ms. Griffin wants a half interest in the festival because the parties viewed it as “a golden balloon shot for retirement” when they became involved with the festival.

j. Mr. Griffin's Royalties

One of the most significant marital assets is Mr. Griffin's intellectual property in the form of songs written or co-written by him and/or recorded by Better Than Ezra. According to Mr. Griffin, and his long time financial manager, Mr. Michael Bergeron, royalties from Mr. Griffin's marital musical compositions generated an average of \$103,000 a year in 2017 and 2018. Royalties are paid quarterly. They come from two sources, BMI and Bertelsmann Music Group (“BMG”). Mr. Bergeron opined that he anticipates the royalties will continue at the current level for a period of 8 – 10 years and could be discounted to present value using an interest rate of 3% to 4%. Mr. Griffin wants to equally divide the royalty income from intellectual property created during the marriage. Mr. Griffin desires to create a source of income for Ms. Griffin and to relieve him, in whole or in part, from providing spousal support. When questioned by the Court concerning his level of confidence in the royalty stream, Mr. Griffin testified that he would guarantee payment to Ms. Griffin of \$4,377 a month for up to eight years. In short, Mr. Griffin's confidence level in the royalty stream was in line with Mr. Bergeron's.

4. CONCLUSIONS OF LAW

a. Divorce

The Court grants Ms. Griffin a divorce based on Mr. Griffin's inappropriate marital conduct, including adultery. Throughout the entirety of the parties' relationship, Mr. Griffin was either in the throes of active addiction through the use of alcohol and/or controlled substances or he was involved in extramarital relations with Ms. Krusen and

other women. While Mr. Griffin has enumerated specific complaints with Ms. Griffin, the Court finds that Mr. Griffin did not find those complaints to be sufficiently significant to warrant action. Mr. Griffin was dishonest with the Court concerning the nature, extent, and reasons for his infidelity prior his involvement with Ms. Krusen. Mr. Griffin repeatedly lied to Ms. Griffin regarding his relationship with Ms. Krusen until the evidence was incontrovertible. Mr. Griffin answered Ms. Griffin's Amended Complaint on March 27, 2018, denying that he had been guilty of inappropriate marital conduct and alleged that any inappropriate marital conduct or adultery committed by him was in response to Ms. Griffin's misconduct and adultery. Mr. Griffin's allegations are not supported by the proof. It is difficult for the Court to understand why Mr. Griffin would deny that he been guilty of inappropriate marital conduct when the uncontroverted evidence establishes that Ms. Griffin had no knowledge of Mr. Griffin's pre-Erica Krusen extramarital sexual relations before she found his 12-step writings. Moreover, Ms. Griffin did not have any knowledge of Mr. Griffin's sexual relationship with Ms. Krusen until he acknowledged that relationship in July 2016. Ms. Griffin has not condoned Mr. Griffin's misconduct.

b. Classification of Assets

i. Marital Property

The following assets with the values shown are found by the Court to comprise the marital estate:

1. Real Property	<u>Fair Market Value</u>
a. 444 Boyd Mill Avenue Franklin, TN 37064	\$1,300,000.00
b. proceeds from the sale of lot adjoining 444 Boyd Mill Ave escrowed by at Thompson Burton less distributions to pay attorney's	

fees and expenses in connection with the litigation	\$ 476,482.92
2. Vehicles	
a. 2015 Mercedes GL350 operated by Ms. Griffin but titled to Mr. Griffin	\$ 34,000.00
b. 2015 Audi Q5 operated by Mr. Griffin and titled to him	\$ 25,525.00
c. 2018 Toyota Forerunner titled to Mr. Griffin and the parties' adult son, [REDACTED] and operated by [REDACTED]	Unknown
3. Household Furnishings and Personal Property Divided by agreement of the parties. The Lincoln painting will be sold by Mr. Griffin and net proceeds divided equally between the parties (See Tr. Ex. 42)	
4. Institutional Accounts	
a. Regions Account # 8761 Joint Checking	\$ 2,956.89
b. US Bank #8873 Mr. Griffin's Checking	\$.13
c. Morgan Stanley Investment Account #839-059 (styled in the name of Mr. Griffin)	\$ 79,913.00
5. Retirement Accounts	
a. Morgan Stanley Profit Sharing Account #065-059 SEP IRA (Styled in the name of Mr. Griffin – Marital portion)	\$ 226,035.17
6. Business Interests	
i. Tentative Music, Inc. (Cash and Studio Equipment) (100% owned by Mr. Griffin) (Tr. Ex. 21)	\$ 75,184.00
ii. Musical Compositions (created by Mr. Griffin during marriage) (See Tr. Ex. 38)	Unknown
iii. Ezra Dry Goods, Inc. (50% interest Owned by Mr. Griffin) (Tr. Ex. 22)	\$ <33,223.00>
iv. Ezra and Sons, LLC (50% interest owed by Mr. Griffin) (Tr. Ex. 22)	\$ 1,812.00
v. BTE et CIE, LLC (50% interest owned by Mr. Griffin)	\$ 2,892.00
vi. Pint of Mirth, LLC (50% interest owned by Mr. Griffin)	\$ 430.00

vii.	Bring the Wood LLC (Mr. Griffin owns a 25.2952% interest (1,111 A Units)	\$ -- 0 --
viii.	Pilgrimage Presents LLC (Mr. Griffin owns 3.4004% directly and 6.3283% indirectly through his interest in Bring the Wood LLC for a total Interest of 9.7242%)	\$ -- 0 --
ix.	\$150,000 Note payable to Mr. Griffin by Pilgrimage Presents LLC	\$ -- 0 --

7. Miscellaneous

a.	Genworth Life & Annuity – 7171 (on the life of Mr. Griffin) (Beneficiary – Ms. Griffin) Face value \$2,000,000.00	\$ -- 0 --
b.	51,674 Southwest Airlines Rapid Rewards Points as of 11/28/18	Unknown
c.	1,337 United Airlines Miles as of 11/28/18	Unknown

ii. Marital Debt

1.	Promissory Note Owed to US Bank Secured by Deed of Trust on 444 Boyd Mill Avenue	\$1,040,456.29
2.	Balance on Home Equity Line of Credit owed to US Bank Secured by Deed of Trust on 444 Boyd Mill Avenue	\$ 67,471.05
3.	Chase Credit Card #9387 Issued in the name of Mr. Griffin	\$ 10,286.15
4.	American Express Card #5004 Issued in the name of Mr. Griffin	\$ 715.58
5.	Mr. Griffin's Share of Debt Associated with Guaranty on Note Relating to Pilgrimage Presents LLC (Mr. Griffin is Jointly and Severally Liable With Two Others as guarantors on \$1,000,000.00 Note Owed to Suntrust Bank) (Tr. Ex. 39)	\$ 333,333.33
6.	Debt associated with 2018 Toyota Forerunner (Titled to Mr. Griffin and the parties' adult son, [REDACTED])	\$ 25,537.64
7.	Debt Associated with 2015 Audi Q5	\$ 29,200.67
8.	Debt Associated with 2015 Mercedes GL 350	\$ 28,116.22

iii. Ms. Griffin's Separate Property

1.	Morgan Stanley Account #958-059 (inheritance)	\$ 96,123.18
2.	1973 Jeep Commando	\$ 13,500.00

3. Bank of America Account ending in #3776 (checking)	\$ 2,035.45
4. Bank of America Account ending in #1410 (savings)	\$ 45.00
5. Bank of America Account ending in #1433 (savings)	\$ 26.63
6. Savings Bonds (owned by Ms. Griffin at the time she moved to New Orleans in 1997; currently in a lock box in New Orleans)	Unknown

iv. Mr. Griffin's Separate Property

1. Morgan Stanley Account #064-059	\$ 23,494.65
2. Regions Account ending in #7866 (earnings from Mr. Griffin's premarital catalog)	\$ 84,054.54
3. Morgan Stanley Profit Sharing Plan SEP IRA (Mr. Griffin's Premarital Interest) (See Tr. Ex. 19)	\$ 380,957.24
4. Musical Compositions Created By Mr. Griffin Prior to the Parties' Marriage (See Tr. Ex. 37)	Unknown

**v. Assets Held for the Benefit of the Parties' Children
No Value to Marital Estate**

a. Morgan Stanley Account #963-059 (Ms. Griffin is Custodian for the Children) (Gifted From Ms. Griffin's Grandfather)	\$ 38,362.00
b. Morgan Stanley Account #964-059 (Ms. Griffin is Custodian for the Children) (Gifted From Ms. Griffin's Grandfather)	\$ 38,277.00
c. Morgan Stanley Account #965-059 (Ms. Griffin is Custodian for the Children) (Gifted From Ms. Griffin's Grandfather)	\$ 97,636.00
d. Capital Group/American Funds College Account for [REDACTED] (Mr. Griffin is custodian)	\$ 37,775.71
e. Capital Group/American Funds College Account for [REDACTED] (Mr. Griffin is custodian)	\$ 22,892.78
f. Capital Group/American Funds College Account for [REDACTED] (Mr. Griffin is custodian)	\$ 22,966.90

c. Equitable Distribution of Marital Property

Pursuant to Tenn. Code Ann. § 36-4-121(a)(1), prior to determination as to whether it is appropriate to order support and maintenance, by one party to the other, the Court is required to divide, distribute or assign the marital property between the parties without regard to marital fault in proportions as the Court deems just. Tenn.

Code Ann. § 36-4-121(a)(1). In doing so, the Court is required to apply factors set forth in Tenn. Code Ann. § 36-4-121(c). The Court finds as follows:

1. The parties have been married for more than 17 years.

2. Ms. Griffin is 48 and Mr. Griffin is 52 years old. Both parties are in good physical and mental health. Ms. Griffin takes Cymbalta for depression. She has done so since 2006. The medication is prescribed for her by a psychiatrist in California, Dr. Nancy Wolf. Ms. Griffin consults with Dr. Wolf once a month at a cost of \$400 per consultation. According to Mr. Griffin, Ms. Griffin cannot drink heavily because of Cymbalta, otherwise it causes her to vomit. In summer 2018, Dr. Wolf prescribed Clonazepam for Ms. Griffin to take as needed for anxiety. There is no evidence that Ms. Griffin's use of these medications impairs Ms. Griffin's ability to function. Ms. Griffin's vocational skills are nonexistent. She worked for two years during the Pilgrimage Festival in the vendor/bazaar area for which she was compensated. Otherwise, Ms. Griffin has had no employment of any significance throughout the marriage. The sociology degree which she was seeking through her studies in California would not equip her to be gainfully employed. Ms. Griffin has pursued a work-life as a wife, homemaker and mother, which she desired when the parties formed their committed relationship in 1997. The Court finds that Ms. Griffin has no significant employability nor does she have any earning capacity.

Mr. Griffin, on the other hand, is a very successful musician, performer, songwriter and co-founder/producer of the Pilgrimage Music and Cultural Festival in Franklin, Tennessee. The royalties from the compositions written or co-written by him, both before and after the parties' marriage, generate tens of thousands of dollars a year

in income. This is in addition to the income he receives through his live performances. Mr. Griffin's career is well-established and has unlimited potential. Mr. Griffin is pursuing the work-life that he desired beginning at an early age with a career in the music industry.

Each party does have a separate estate. Mr. Griffin's separate estate consists of: (1) the musical compositions he created prior to the parties marriage, which generate more income each year than the ones created during the marriage; (2) assets in the Morgan Stanley account ending in the numbers 064–059; (3) assets in the Regions Bank account ending in the number 7866; and (4) the premarital balance of the Morgan Stanley profit-sharing plan. Without valuing the premarital musical compositions, Mr. Griffin's separate estate approximates \$500,000. The present value of the Mr. Griffin's premarital musical compositions is substantial. Mr. Griffin's separate property is worth \$1 million or more.

Ms. Griffin's separate property includes: (1) the balance in her Morgan Stanley account ending in the numbers 958–059; (2) the Jeep automobile; funds on deposit in the Bank of America account ending in numbers 3776; (3) her Bank of America savings account ending in the numbers 1410; (4) her Bank of American savings account ending in the numbers 1433; and (5) savings bonds in an unknown amount. Ms. Griffin's separate estate is approximately \$100,000 - \$115,000, plus the value of the bonds.

3. Ms. Griffin has contributed both tangibly and intangibly to Mr. Griffin's increased earning power. She fulfilled her responsibilities as a wife, homemaker and mother. This enabled Mr. Griffin to pursue his music career, both as a songwriter and

performer. Mr. Griffin has made no tangible and intangible contribution to the education, training, or increased earning power of Ms. Griffin.

4. Ms. Griffin has no ability to acquire capital assets in the future or earn income. On the other hand, Mr. Griffin's earning capacity is substantial. He will be able to accumulate capital assets in the future and generate significant income.

5. Both parties acknowledge that they spent more than they should during the course of the marriage. Mr. Griffin confirmed that this was the case and that he should have led by example. Neither party has substantially dissipated any assets. Mr. Griffin has spent insignificant sums in pursuit of his relationship with Ms. Krusen. Ms. Griffin has made some expenditures during the course of these proceedings for an expensive purse and other unnecessary items. Both parties have contributed to the acquisition, preservation and appreciation of the assets during the marriage. Both parties have performed the roles they expected of each other as parents. The Court finds that Ms. Griffin has fulfilled her role as a homemaker and Mr. Griffin has fulfilled his role as a wage earner. The contributions of each party in this regard should be given equal weight.

6. The Court has addressed the separate estate of each party in connection with factor number two above. Mr. Griffin's separate estate is substantial. Ms. Griffin's separate estate is not substantial.

7. At the time of the marriage, Ms. Griffin had no assets other than a Jeep vehicle and savings bonds in an unknown amount. Mr. Griffin owned a home. There is no evidence of what equity, if any, Mr. Griffin had in the home. In addition, Mr. Griffin had written or co-written a number of musical compositions which now generate

substantial income. The Court has no evidence of the value of those compositions at the time of the parties' marriage.

8. The parties' economic circumstances will be substantially the same at the time the division of property will become effective in the sense that the division of assets and income will be substantially equal.

9. The Court has no evidence concerning any tax consequences either party will experience as result of assets awarded either of them.

10. There are a number of closely held businesses involved in this case. The businesses were valued by Mr. Tom Price. The Court has studied Mr. Price's valuations which were offered and received into evidence. The Court does not disagree with his conclusions. Therefore, the Court adopts Mr. Price's opinion of the value of the businesses, which is shown in the Court's classification of assets.

11. The Court has evidence concerning Social Security benefits which will be available to each party. Based on Ms. Griffin's social security earning's history, if Ms. Griffin were to retire in nineteen years at age 67, she would receive an estimated monthly amount of \$880 a month in social security benefits. (Tr. Ex. 49). Mr. Griffin's social security earning's history establishes that if Mr. Griffin were to retire in fifteen years at age 67, his estimated monthly benefits would be estimated at \$2,503. (Tr. Ex. 23).

12. One of the unique and controversial aspects of this case is the parties' interest in Pilgrimage Presents, LLC, the entity which has produced the Pilgrimage Music and Cultural Festival each year since 2015 in Franklin, Tennessee. Ms. Griffin

ferently asked the Court to award her one-half of the parties' interest. Mr. Griffin
ferently asked the Court not to do so.

The wisdom of the trial court's decision to leave parties in business together after divorce has been the subject of discussion by the Court of Appeals on occasion. In *Owens v. Owens*, there were two partnerships involved. 241 S.W.3d 478 (Tenn. Ct. App. 2007). The trial court awarded equal interest to the wife and husband in one of the partnerships while also awarding the husband the entire interest in the other partnership. *Id.* at 491. In reviewing the decision of the trial court, the Court of Appeals noted:

As a general matter, many divorced parties find post-divorce cooperation difficult, and thus property divisions are often structured to avoid, when possible, requiring divorced parties to remain in business together or to jointly own an asset that will require cooperation and mutual consent down the road. We have determined there is basis for this concern with regard to the trial court's decision to award both parties a share of the Pruett–Owens partnership. Doing so was not required in order to divide the marital estate because an equitable division could have been accomplished by awarding Ms. Owens the marital interest in the Raghianti–Owens partnership and awarding Mr. Owens the marital interest in the Pruett–Owens partnership. *Id.*

Similarly, in *Stratienko v. Stratienko*, 529 S.W.3d 389 (Tenn. Ct. App. 2017), *appeal denied* (Aug. 16, 2017), the Court of Appeals reviewed the decision of the trial court to award the wife an equal membership interest in a closely held business. In that case, there was difficulty with valuation of the business because of ongoing litigation regarding ownership interests. *Id.* at 395. The husband argued that there was evidence from which the court could have ascertained value, or, in the alternative, given the wife an interest without giving her governing rights. *Id.* at 411. The trial court equally divided the interest in the business. *Id.* The Court of Appeals affirmed the finding that the ongoing, unresolved litigation regarding the respective ownership interests in the

business with a third-party prevented the court from assigning a value to the business. *Id.* In addition, the husband's counsel, at trial, had suggested to the court that the interest be divided. *Id.* Further, the court agreed with the wife that restricting her governing rights as an owner would allow the husband to shut her out to plunder the assets for his own benefit. *Id.* at 411-12. In fact, the wife had invested considerable time and energy in the business and, according to the Court of Appeals, should be treated as an equal member. *Id.* at 412. For that reason, the court found that requiring the parties to remain the business together was the proper resolution and found no error in the decision of the trial court. *Id.* The Court concludes from *Owens* and *Stratienko* that it has substantial discretion in matters involving the disposition of an interest in a closely held business.

In the case before the Court, it is undisputed that the parties' interest in Pilgrimage Presents, LLC, either directly, or through their interest in Bring the Wood LLC, has no value. In fact, Pilgrimage Presents, LLC had a shareholder equity of negative \$1,885,855 as of December 31, 2017, and a substantially greater amount as of December 31, 2018, due to the loss experienced in 2018. Mr. Griffin has substantial personal liability associated with the parties' interest in the business as the guarantor, with two other individuals, on a \$1 million note payable to SunTrust Bank, which will mature in March 2019. While the Court respects Ms. Griffin's desire to own a one-half interest in the business, if the business has any value going forward, it is going to be the result of a great deal of effort expended by Mr. Griffin and others to create that value. Ms. Griffin will have no involvement in the work necessary to create value in Pilgrimage Presents, LLC going forward. In short, Pilgrimage Presents, LLC is not a passive

investment which would allow each party to own an interest without further personal contribution. It is an active investment which is going to demand substantial effort going forward. Such effort should inure to the benefit of the party required to exert the effort. In making its decision to equitably divide and distribute the marital assets, the Court gives great weight to these findings concerning the parties' interest in Pilgrimage Presents, LLC.

At one point during the course of the trial, Mr. Griffin took the position that the marital residence should be sold and the proceeds divided equally between the parties. He presented information concerning other residences in Franklin, Tennessee, that he had located on the Internet. After doing his search, and considering the cost of renting a studio and a guest facility where his mother could stay when she visits, Mr. Griffin determined that he wanted the Court to award the marital residence to him even though the Court advised Mr. Griffin that it would not deduct any hypothetical sale expenses if the Court were to award him the marital residence. The marital residence's value is \$1,300,000. Assuming hypothetical sale expenses of 6% for a real estate commission and 1% closing costs, the effect of awarding the marital residence to Mr. Griffin rather than sell the marital residence is \$91,000.00. Knowing this, Mr. Griffin maintained that he wanted the Court to award that asset to him. The Court will do so. Ms. Griffin shall vacate the premises on or before April 1, 2019.

Further, Mr. Griffin asked the Court to split his interest in the royalties from his musical compositions between him and Ms. Griffin. The Court accedes to Mr. Griffin's request. Mr. Bergeron estimated Ms. Griffin's share of that income stream will result in average monthly payments to her of \$4,377.30 for a period of 8 – 10 years. (Tr. Ex. 24).

Upon inquiry by the Court regarding his willingness to do so, Mr. Griffin agreed to guarantee this payment amount for eight years. Accordingly, beginning April 1, 2019, Mr. Griffin shall pay Ms. Griffin \$4,377.30 each month on the first day of each month and the first day of each month thereafter for a period of 96 months. This will equate to a total of ten payments in 2019 (\$43,773) and a total of twelve payments per year thereafter (\$52,527.60) until the 96th month (March 1, 2026). After 96 months, Ms. Griffin shall receive her share of the royalties directly without any further guarantee from Mr. Griffin.

Until his guaranty ends, Mr. Griffin shall retain all of the royalties received by the parties from BMI and BMG. At the end of each calendar year, an accounting shall be performed and to the extent the royalties received on behalf of Mr. Griffin exceed \$4,377.30 a month, on average, Mr. Griffin shall pay Ms. Griffin the difference. To the extent those royalties, on average, do not equal or are less than \$4,377.30 per month, Ms. Griffin shall not owe Mr. Griffin the deficiency. The Court recognizes, however, that once the royalties are divided pursuant to appropriate documents, Ms. Griffin will be responsible for paying tax on her share of the royalties and Mr. Griffin will be responsible for paying tax on his share of the royalties. Mr. Griffin shall insure that Ms. Griffin receives information regarding her share of royalty income by February 15th of each year to enable her to prepare her tax return(s).

Applying the factors set forth in T.C.A. § 36-4-121 and the foregoing findings, the Court concludes the following to be an equitable division of the marital estate.

i. **Award to Mr. Griffin:**

(1) 444 Board Mill Avenue;

- (2) the 2015 Audi Q5 automobile operated by him;
- (3) the 2018 Toyota Forerunner titled to Mr. Griffin and the parties' adult son,
[REDACTED]
- (4) the share of the household furnishings and personal property agreed by the parties to be his, both marital and separate. (Mr. Griffin will be responsible for selling the Lincoln painting and the net proceeds of the sale shall be divided equally between the parties);
- (5) the balance in the joint checking account at Regions Bank ending in the numbers 8761;
- (6) the balance in the US Bank checking account ending in the numbers 8873;
- (7) the balance in the Morgan Stanley investment account ending in the numbers 839-059;
- (8) one-half of the marital portion of the Morgan Stanley profit-sharing account ending in the numbers 065-059;
- (9) Tentative Music, Inc.;
- (10) 50% interest in the musical compositions created by him during the parties' marriage;
- (11) the 50% interest in Ezra Dry Goods, Inc. owned by him;
- (12) the 50% interest in Ezra and Sons, LLC, owned by him;
- (13) the 50% interest in BTE et CIE, LLC owned by him;
- (14) the 50% interest in Pint of Mirth, LLC owned by him;
- (15) the interest in Bring the Wood, LLC owned by him;

- (16) the interest in Pilgrimage Presents, LLC owned by him;
- (17) one-half of the \$150,000 note payable to Mr. Griffin by Pilgrimage Presents, LLC, (principal and any interest accrued at the time of payment);
- (18) the Genworth Life and Annuity ending in the number 7171;
- (19) one-half of the Southwest Airlines rapid reward points (Mr. Griffin shall be responsible for dividing these points with Ms. Griffin); and
- (20) one-half of the US Airline miles (Mr. Griffin shall be responsible for dividing these miles with Ms. Griffin).

ii. Award to Ms. Griffin:

- (1) the remaining proceeds from sale of the lot adjoining 444 Boyd Mill Avenue, \$476,482.92;
- (2) the 2015 Mercedes GL 350;
- (3) the share of household furnishings and personal property agreed by the parties to be hers together, including one-half of the net proceeds from the sale of the Lincoln painting;
- (4) one-half of the marital portion of the Morgan Stanley profit-sharing account ending in the numbers 065–059;
- (5) 50% interest in the musical compositions created by Mr. Griffin during the parties' marriage;
- (6) one-half of the \$150,000 note payable to Mr. Griffin by Pilgrimage Presents, LLC (principal and accrued interest at the time of payment);
- (7) one-half of the Southwest Airlines Rapid Rewards points;
- (8) one-half of the US Airline miles.

d. Allocation of Marital Debt

After equitably dividing and distributing marital assets, the Court is required to allocate marital debt. In doing so, the Court is required to consider:

- (1) The debt's purpose;
- (2) Which party incurred the debt;
- (3) Which party benefited from incurring the debt; and
- (4) Which party is best able to repay the debt.

Alford v. Alford, 120 S.W.3d 810, 811 (Tenn. 2003). In allocating the debt pursuant to *Alford*, the Court finds that: (1) Mr. Griffin is required to pay debt relating to assets, in large measure, received by him; (2) that the business debt was incurred solely in his name; (3) both parties have benefitted from the debt which Mr. Griffin was required to pay; but (4) Mr. Griffin is best able to repay that debt. The Court allocates the marital debt as follows:

- (1) Mr. Griffin shall be responsible for paying the promissory note owed to US Bank secured by first deed of trust on the 444 Boyd Mill Avenue property and shall hold Ms. Griffin harmless for any liability therefor;
- (2) Mr. Griffin shall be responsible for paying the home equity line of credit owed to US Bank, secured by the deed of trust on the property at 444 Board Mill Avenue and shall hold Ms. Griffin harmless for liability therefor;
- (3) Mr. Griffin shall, within 180 days from and after January 14, 2019, take whatever steps are necessary, including refinancing if required, to remove Ms. Griffin from any further liability relating to the promissory note and home equity line of credit owed to US Bank secured by liens on the property at 444

Board Mill Avenue. In the event Mr. Griffin fails to remove Ms. Griffin from further liability on the promissory note and home equity line of credit, the property at 444 Boyd Mill Ave. shall be sold by the Court and the proceeds shall be used to pay those debts with Mr. Griffin to be responsible for any deficiency or retain any net proceeds.

- (4) Mr. Griffin shall be responsible for paying the balance owed on the Chase credit card ending in the numbers 9387 and shall hold Ms. Griffin harmless from any liability therefor;
- (5) Mr. Griffin should be responsible for paying the balance owed on the American Express credit card ending in the numbers 5004 and shall hold Ms. Griffin harmless from any liability therefor;
- (6) Mr. Griffin shall be responsible for paying any and all debts relating to and/or secured by a lien on the business interests awarded him pursuant to the terms of this Memorandum and Order and shall hold Ms. Griffin harmless from any liability therefor;
- (7) Mr. Griffin shall be responsible for paying the debt secured by a lien on the 2015 Audi Q5 operated by him and shall hold Ms. Griffin harmless from any liability therefor;
- (8) Mr. Griffin shall be responsible for paying the debt secured by a lien on the 2018 Toyota Forerunner titled to Mr. Griffin and the parties' adult son, [REDACTED] and shall hold Ms. Griffin harmless from any liability therefor;

(9) Ms. Griffin shall be responsible for paying the debt secured by a lien on the 2015 Mercedes GL 350 automobile operated by her and shall hold Mr. Griffin harmless from any liability therefor.

The result of the division of the marital estate is shown on the tables attached to this Memorandum and Order.

e. Allocation of Separate Property

Each party is awarded their separate property as set forth in this Memorandum and Order, free of any claim by the other party.

f. Custodian Accounts

Ms. Griffin shall continue as custodian for the parties' children on the accounts at Morgan Stanley and Mr. Griffin shall continue as custodian for the parties' children on the accounts at Capital Group/American Funds.

g. Spousal Support

The Tennessee legislature has recognized the important role played by spouses in strengthening the family unit through arrangements whereby one spouse focuses on nurturing the personal side of the marriage, including the care and nurturing of the children, while the other spouse focuses primarily on building the economic strength of the family unit. Tenn. Code Ann. § 36-5-121(c)(1). Further, the legislature has found that arrangement often results in the economic detriment to the spouse who subordinated his or her personal career for the benefit of the marriage and declared it to be the public policy of Tennessee to encourage and support marriage, and to encourage family arrangements that provide for the rearing of healthy and productive children who will become healthy and productive citizens of Tennessee. *Id.*

In making its findings, the legislature concluded that the contributions to the marriage as a homemaker or parent are of equal dignity and importance as economic contributions to the marriage. Tenn. Code Ann. § 36-5-121(c)(2). Where one spouse suffers economic detriment for the benefit of the marriage, the legislature determined that the economically disadvantaged spouse's standard of living after the divorce should be reasonably comparable to the standard of living enjoyed during the marriage, or to the post-divorce standard of living to be available to the other spouse considering the relevant statutory factors and equities between the parties. *Id.*

Tennessee recognizes four types of alimony: alimony in futuro; rehabilitative alimony; transitional alimony; and alimony in solido. Tenn. Code Ann. § 36-5-121(d)(1). In considering these types of alimony, the General Assembly determined a spouse economically disadvantaged relative to the other spouse should be rehabilitated, whenever possible, by the granting of an order for the payment of rehabilitative alimony. Tenn. Code Ann. § 36-5-121(d)(2). To be "rehabilitated" means to achieve, with reasonable effort, an earning incapacity that will permit the economically disadvantaged spouse's standard of living after the divorce to be reasonably comparable to the standard of living enjoyed during the marriage, or to the post-divorce standard of living expected to be available to the other spouse, considering the relevant and statutory factors and equities between the parties. *Id.* Where there is relative economic disadvantage and rehabilitation is not feasible, in consideration of all relevant factors, including those set forth in Tenn. Code Ann. § 36-5-121(i), the Court may grant an order for payment of support and maintenance on a long-term basis or until the death or remarriage of the recipient except as provided in Tenn. Code Ann. § 36-5-121(f)(2)(B).

The four types of alimony were discussed in *Gonsewski v. Gonsewski*, 350 S.W.3d 99, 103 (Tenn. 2011). In *Gonsewski*, the Tennessee Supreme Court reviewed the four types of alimony and the intent behind each one. 350 S.W.3d 99, 103. Alimony in futuro is intended to provide support on a long-term basis and is awarded when the court finds that there is a relative economic disadvantage and rehabilitation is not feasible. *Id.* at 107; Tenn. Code. § 36-5-121(f)(1). Alimony in futuro is appropriate when it would permit the disadvantaged spouse's standard of living to be reasonably comparable to the standard of living enjoyed in the marriage. *Id.*; Tenn. Code Ann. § 36-5-121(f)(1). Alimony in futuro is not a guarantee that the recipient spouse will be able to enjoy a similar lifestyle of the obligor spouse. *Id.* at 108.

Alimony in solido is another form of long-term support and can be paid in either a lump sum payment or in installments over a definite term. *Id.*; Tenn. Code Ann. § 36-5-121(h)(1). Alimony in solido may be awarded in lieu of or in addition to any other alimony award, in order to provide support, including attorney's fees where appropriate Tenn. Code Ann. *Id.*; § 36-5-121(d)(5). Finally, alimony in solido may be awarded to achieve a more equitable division of the marital estate. *Carter v. Browne*, W2018-00429-COA-R3-CV (Tenn. Ct. App. Jan. 15, 2019).

Rehabilitative alimony assists economically disadvantaged spouses in acquiring additional education or training which will enable the spouse to achieve a standard of living comparable to the standard of living that existed during the marriage or the post-divorce standard of living expected to be available to the other spouse. *Gonsewski*, at 108; See Tenn. Code Ann. § 36-5-121(e)(1). Rehabilitative alimony is short-term in nature. *See id.*

Transitional alimony is appropriate when the economically disadvantaged spouse needs financial assistance in adjusting to the economic consequences of the divorce. *Id.* at 109. Transitional alimony's purpose is another form of short-term support. *Id.*

There is a statutory bias favoring the award of transitional or rehabilitative alimony over alimony in solido or in futuro. *Id.* The preference is to award alimony in futuro only when the court finds that economic rehabilitation is not feasible and long-term support is necessary. *Id.* In *Gonsewski*, the Court determined that alimony in futuro should not have been awarded because the evidence did not support the finding that alimony was warranted. *Id.* The wife had a strong earnings record through the course of the marriage and there was no evidence in the record regarding the post-divorce standard of living of either the husband or wife. *Id.* at 111. The record did have evidence of the duration of the marriage; the parties' age; their education; their health; their salaries; and their contributions to the marriage. *Id.* Based on the review of the record, the Court concluded that any award of alimony was inappropriate. *Id.* at 115.

In applying the factors set forth in Tenn. Code Ann. § 36-5-121(i) and the Court's analysis in *Gonsewski*, the Court finds as follows:

- (1) Mr. Griffin's earning capacity is extraordinary. It is undisputed that his gross monthly income averaged over a period of three years 2015-2017 was \$29,479. The only income received by Mrs. Griffin in those three years was for her work at the Pilgrimage Festival, employment not readily available to her in the future. Post-divorce, the parties will have relatively similar obligations and needs. Mr. Griffin, because of the value and income

producing nature of his separate property, will have substantially greater financial resources available to him than Ms. Griffin.

- (2) Mr. Griffin has a bachelor's degree in English. He does not use his degree to pursue his economic livelihood. Ms. Griffin was pursuing a degree in sociology. Many years ago she failed to obtain her "certification" and, even with the "certification," there is no reason to believe that degree would produce any income for Ms. Griffin. While Ms. Griffin might be susceptible to further education and training that would enable her to earn some income, she has devoted her life to raising the parties' children, being a wife to Mr. Griffin, and being a homemaker. The Court does not find it possible for her to secure further education or training in order to improve her earning capacity to a reasonable level. It would be impossible for her to do so in light of the standard of living enjoyed by the parties or the income of Mr. Griffin.
- (3) This is a marriage of reasonably long duration, 17+ years.
- (4) Ms. Griffin is 48 years old and Mr. Griffin is 52 years old. Both parties are in good mental health.
- (5) Both parties are in good physical condition and have no physical disability or chronic debilitating disease.
- (6) The Court will provide for a shared parenting arrangement anticipating that Ms. Griffin will continue to be responsible for the care of the children, in large measure, due to Mr. Griffin's work obligations.
- (7) Mr. Griffin has a substantial separate estate. Ms. Griffin does not.

- (8) The Court has divided the marital estate. It is not substantial. The marital assets awarded each party will not afford them the ability to live off the income from those assets.
- (9) The parties enjoyed a very high standard of living during the marriage. Each of them acknowledges that they spent more than they should. They have driven nice cars, have lived in nice homes, and have taken nice trips and vacations.
- (10) Ms. Griffin has made tangible and intangible contributions to the marriage as a homemaker and Mr. Griffin has made similar contributions as the wage earner. Neither party has contributed to the education, training or increased earning power of the other aside from that fact that Ms. Griffin stayed home, took care of the children, and performed her duties as a homemaker allowing Mr. Griffin the freedom to pursue his career as a songwriter and performer, which is a significant consideration.
- (11) The divorce was the result of Mr. Griffin's infidelity. To his credit, Mr. Griffin was able to achieve sobriety and has maintained sobriety since 2014. Ms. Griffin endured years of Mr. Griffin's addiction. However, she could not countenance his infidelity and the lies associated with his infidelity.

The Court has studied carefully each party's statement of income and expenses, Tr. Ex. 10 in the case of Ms. Griffin and Tr. Ex. 40 in the case of Mr. Griffin. Ms. Griffin claims familiarity with the parties' expenditures because she paid the parties' bills prior to 2014. However, Ms. Griffin's statement of anticipated post-divorce monthly expenses reflects estimates and not actual historical averages. It is a summary not properly

supported by underlying documents as required by Tenn. R. Evid. 1006. Certain adjustments are appropriate. For example, Ms. Griffin shows monthly rent of \$5,000. Yet she plans to live in a home purchased by her parents in the name of a trust with a monthly payment of \$1,856.84. Ms. Griffin intends to repay her parents the money expended by them to purchase the residence. Ms. Griffin will have liquid assets sufficient to enable her to do so by virtue of the division of the marital estate. Therefore, Ms. Griffin's estimate of monthly expenses for housing is at least \$3,000 a month in excess of what she will experience. The expenditures for natural gas, electricity, water/sewer/waste removal, cable TV, internet service/telephone, house cleaning, home maintenance/repairs, yard maintenance, and pest control are all based on expenditures relating to the Boyd Mill Avenue residence and may bear no relationship to the College Grove residence that Ms. Griffin intends to occupy. Further, Ms. Griffin has included an expenditure for a security alarm system which the parties do not have. She bases her monthly premium for medical insurance on information given her by a divorced girlfriend who was required to obtain insurance. Ms. Griffin acknowledges that her prescription medications cost on the average of \$50 a month and not \$350 a month as shown on Tr. Ex. 10. Further, Ms. Griffin reflects \$800 a month in counseling, which is being paid by her parents and not by the family. However, Ms. Griffin offers no estimate of how long that counseling will need to continue after the divorce and testified that she is in good mental health. Ms. Griffin shows a car payment of \$800 a month when in fact her car payment is \$710.26 a month. Further, she testified that she intends to trade her vehicle for a vehicle with a lower payment. Ms. Griffin acknowledged that her current automobile insurance is \$181 a month and not \$250 a month as shown on Tr. Ex. 10.

Further, she claimed that \$2,000 a month in food expenditures for her and the children is what the family currently expends, which the Court finds to be excessive if, in fact, that is accurate. In addition to food/groceries of \$2,000 a month, Ms. Griffin includes \$800 a month for eating out. That totals \$2,800 a month for food alone for Ms. Griffin and two children. While the Court cannot say that such an expenditure is impossible, the Court finds such an expenditure in this case is not credible. Further, Ms. Griffin acknowledges that her estimate for beauty/barber expense at \$350 a month is \$150 a month more than the actual cost. Without any explanation, she claims \$400 a month for recreation. In addition, Ms. Griffin includes \$1,000 a month for vacation for herself and the children. The evidence establishes that in most years Ms. Griffin and the children spend the first six weeks of each summer at her family's vacation home in Michigan at no cost to Ms. Griffin. Ms. Griffin testified that she had been unable to take the children on a different vacation in the past two years and notes that Mr. Griffin has done so. Ms. Griffin is accurate on this point. Mr. Griffin took the children to stay at Watercolor, an upscale property on US Hwy 30A in Florida, loaned him by a friend at no charge. He took them to California in October 2018 to a concert. He has taken them a number of other places. Ms. Griffin is correct that Mr. Griffin has had the freedom to expend family funds for travel with the parties' children that has not been afforded her. Ms. Griffin estimates \$650 for camp/summer schools but acknowledges that when the children spend the summer with her in Michigan they participate in day camps which they enjoy costing in the range of \$1,500 for the summer, far less than the \$7,800 a year estimated by Ms. Griffin. Ms. Griffin shows \$200 a month for nanny/daycare on her statement of expenses but acknowledges that it is not needed.

The Court finds that economic rehabilitation of Ms. Griffin within the meaning of T.C.A. § 36-5-121 is not feasible and long term support is necessary. Weighing all of the factors set forth in Tenn. Code Ann. § 36-4-121(i), and placing the greatest weight on need and ability to pay, and giving the least weight to marital misconduct, the Court finds that Mr. Griffin shall pay Ms. Griffin alimony in futuro in the amount of \$6,000 per month. The first payment shall be made on March 15, 2019. Payments shall be made on the fifteenth day of each and every month thereafter until Ms. Griffin's death or remarriage. Mr. Griffin shall continue to maintain the Genworth Life and Annuity ending in the numbers 7171, naming Ms. Griffin the beneficiary of \$1 million of the death benefit to secure his obligation to pay alimony in futuro to Ms. Griffin. Each year, on the anniversary date of entry of this Memorandum and Order, Mr. Griffin shall provide Ms. Griffin with proof that said policy remains in full force and effect with her the beneficiary of \$1 million worth of coverage.

h. Parenting Plan

The legislature has required that any final decree of absolute divorce must incorporate a permanent parenting plan. Tenn. Code Ann. § 36-6-404(a). In doing so, the Court must designate a primary residential parent, defined as the parent with whom the child or children resides more than 50% of the time. Tenn. Code Ann. § 36-6-402(4). Further, the Court must establish a residential schedule which designates which parents' home the child or children shall reside on given days during the year including provisions for holidays, birthdays of family members, vacations, and other special occasions. Tenn. Code Ann. 36-6-404(b). In short, the designation of the primary residential parent is simply a function of counting days once the Court establishes a

residential schedule. In fashioning a parenting schedule, the Court is directed to order an arrangement that permits both parents to enjoy the maximum participation in the lives of the children consistent with the factors set forth in Tenn. Code Ann. 36-6-106(a)(1)-(15). In applying those factors, the Court finds as follows:

- (1) Ms. Griffin has performed the majority of the parenting responsibilities relating to the daily needs of the parties' children. The strength, nature and stability of her relationship with the children is greater than the strength, nature and stability of the relationship between Mr. Griffin and the parties' children even though the Court finds his relationship to be strong.
- (2) Both parties presented evidence of past and potential for future performance of parenting responsibilities. Both parties are eager and willing to be designated the children's primary residential parent. The Court does not find that either party has engaged in conduct designed to disparage the relationship between the children and the other party. The Court finds that Ms. Griffin has a greater desire and ability to encourage a close and continued relationship with the children than Mr. Griffin simply because she views him in a much more positive light than Mr. Griffin views Ms. Griffin. The Court has no reason to believe that both parties will fail to honor and facilitate the parenting arrangement ordered by the Court. There is no history in this case of either parent denying parenting time to the other parent in violation of a Court order.
- (3) Both parties have attended the parent education seminar.

- (4) Both parties are fully disposed to provide the children with food, clothing, medical care, education and other necessary care.
- (5) Ms. Griffin has been the primary caregiver of the children throughout their lives. Mr. Griffin has participated more in the children's lives since Ms. Griffin filed her Complaint and the Court commends him for doing so.
- (6) The Court finds that both parents love their children, have a great deal of affection for their children, and have strong emotional ties with their children.
- (7) The Court finds that the emotional needs and development level of the parties' children is what would be hoped of 10-year-old boys. By all accounts, they are doing well in school. They are happy. They are thriving. They are well-adjusted. They enjoy being with their mother and father.
- (8) The Court finds that neither party exhibits any moral, physical, mental or emotional deficit as it relates to their ability to parent the children. On the two occasions when Ms. Griffin felt that she had too much to drink and should not drive, she requested Mr. Griffin's assistance in picking up the children and requested the assistance of others to drive her vehicle. Such occasions were very limited. Mr. Griffin's judgment in exposing the children to inappropriate music at the concert which they attended in October 2018 in California might be questioned. However, it was not questioned by Ms. Griffin except in the context of Mr. Griffin's criticisms concerning her choice of music played on the radio in the parties' home. The Court finds such complaint to be inconsequential. Finally, Mr. Griffin has expressed concern regarding Ms. Griffin's interaction with other women. There is no evidence that the children

have been exposed to any kind of inappropriate behavior between Ms. Griffin and another person, woman or man.

- (9) The evidence in this case establishes that the children have a good relationship with each other and their parents. There are involved in numerous extracurricular activities. They enjoy school. They have enjoyed healthy physical surroundings.
- (10) Continuity for the parties' children is important. However, the Court does not find that the parents' divorce is going to disrupt that continuity inasmuch as the children will enjoy significant parenting time with each of their parents.
- (11) The children have not been subjected to any physical or emotional abuse.
- (12) There is no evidence of any third-party frequenting the home who has exhibited character or behavior that would be inappropriate for the children.
- (13) The children are ten years old and have expressed no preference for where they want to live.
- (14) Mr. Griffin's employment schedule makes it difficult for him to adhere to a strict parenting schedule. However, the evidence in this case makes it fairly easy for the Court to set a parenting schedule. Ms. Griffin has been clear that she has no objection to a week-on-/week-off schedule so long as it can be accommodated by Mr. Griffin's work schedule. Mr. Griffin has been clear that he has no objection to affording Ms. Griffin the right of first refusal. Consequently, the Court is in a position to fulfill the mandate of the legislature to afford each party maximum parenting time with the children consistent with their best interest.

The Court finds no other factors relevant in setting a parenting schedule.

Weighing the foregoing factors, the Court finds that the children shall spend more days a year with Ms. Griffin than with Mr. Griffin. Ms. Griffin is designated the children's primary residential parent. During the school year, the parents shall alternate weeks with the exchange to take place on Sunday evening at 6 p.m. The receiving parent shall be responsible for picking up the children at the residence of the other parent. The winter holiday shall be divided equally between the parents with Ms. Griffin to have the first half of the holiday in odd numbered years and Mr. Griffin to have the second half of the holiday. The schedule shall be reversed in even numbered years. The winter holiday shall begin at the time the children's school recesses for the holiday and shall end at 6 p.m. on the last day of the holiday. If the holiday ends on a weekend, the holiday shall end at 6 p.m. on Sunday. The parent who would otherwise have the children for the weekend preceding Martin Luther King Day, President's Day, Memorial Day, and Labor Day, shall retain the children for that holiday and the exchange will occur at 6 p.m. on that holiday. If the children's school recesses for Good Friday, the parent who would have the children for the following weekend shall commence parenting time at 6 p.m. on Thursday before Good Friday. No special parenting time shall be established for Mother's Day, Father's Day, the children's birthday, the mother's birthday or the father's birthday. If the children are not with a particular parent on Mother's Day, Father's Day, the children's birthday, the mother's birthday or the father's birthday, then the parent in question shall celebrate that day when the children are with that parent. The parties may depart from the schedule established herein as they deem appropriate provided

they confirm their agreement by text, email or in some other written form to ensure there is no misunderstanding.

The children's spring vacation, fall vacation, and Thanksgiving holiday shall be alternated between the parties from year-to-year with the understanding that the party who has the children for the first half of Christmas will not have the children for the Thanksgiving holiday and that neither party will have the children for spring break and fall break in the same year. Parenting time for the foregoing periods shall commence when school recesses on the last day of school and end at 6 p.m. on the evening before school reconvenes.

The children's summer vacation shall be divided between the parties with the children to spend the first six weeks every summer with Ms. Griffin and the remainder of the summer with Mr. Griffin.

Other provisions that shall apply are as follows:

- (1) Each party shall give the other parent the right of first refusal to care for the children during his/her parenting time should he/she find it necessary to engage the services of a third party to care for the children for four hours or more during any 24 hour period. In this context, a "third party" includes any family member.
- (2) Neither parent shall consume alcohol in excess or use any illegal substance or prescription drug except as otherwise prescribed while he or she is responsible for the care the children or within 24 hours prior to assuming responsibility of caring for the children.

Further, each party shall submit to random observed ten-panel drug screens/hair follicle tests every other month upon written request by the other

party and the results of same shall be provided to both parties. Each party shall pay one-half of the cost of testing if the results are negative. In the event the results are positive, the party being tested shall be responsible for paying the entire cost of testing. The request for testing shall be communicated by text, email or in some other written format. The results of the test shall be made available by the testing facility to both parties. In the event either party tests positive in violation of this provision, that party's parenting time shall be immediately suspended until the matter can be addressed by the Court.

- (3) Neither parent shall, under any circumstance, operate a motor vehicle with the minor children present while under the influence of alcohol or any mind altering substance.

All major decisions regarding the parties' children shall be made by the parties jointly. For child support purposes, the Court finds father's income to be \$25,102 a month and mother's income to be \$4,377.30 a month. Counsel for the parties shall calculate the appropriate child support and include it in the parenting plan, together with the worksheet, to be submitted to the Court for approval. Child support payments shall be made on the first day of each month commencing April 1, 2019.

Ms. Griffin shall be entitled to claim the children for purposes of the federal income tax exemption. Mr. Griffin shall provide Ms. Griffin with IRS form 8332 by February 15th of each year to enable her to make the claim.

Mr. Griffin shall maintain health insurance on behalf of the children. Uncovered reasonable and necessary medical expenses including, but not limited to, deductibles

and copayments, eyeglasses, contact lens, routine annual physicals, and counseling will be paid pro rata based on each parties' respective income.

Mr. Griffin shall continue to maintain the Genworth Life and Annuity ending in the number 7171 naming Ms. Griffin the beneficiary of \$1 million of the death benefit as Trustee for the benefit of the parties' children. In her capacity as Trustee, Ms. Griffin shall be authorized to use of proceeds of insurance to provide for the children's health education benefits and generally provide for their support. Mr. Griffin's obligation to maintain said insurance with Ms. Griffin the beneficiary of \$1 million of coverage as Trustee for the benefit of the parties' children shall cease at such time as his child support obligation for the children ceases.

Each year, on the anniversary of the entry of this Memorandum and Order, Mr. Griffin shall provide Ms. Griffin with proof that the policy remains in full force and effect with her as the beneficiary of \$1 million of coverage as trustee for the benefit of the parties' children as provided herein.

Counsel for Ms. Griffin shall be responsible for preparing the permanent parenting plan and child support worksheet required to implement the terms of the Court's Order. The permanent parenting plan shall be approved for entry by counsel for Mr. Griffin. In the event of a dispute, the parties will set the matter for hearing to resolve disputed issues.

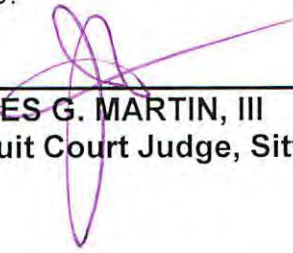
Counsel for Mr. Griffin shall be responsible for taking whatever steps are necessary to divide the musical compositions created by Mr. Griffin during the course of the parties' marriage. Mr. Griffin shall pay any legal fees and other expenses associated with the division.

Each party shall be responsible for paying the balance of attorney's fees and expenses owed by him or her in connection with these proceedings.

Any unpaid court cost shall be paid one-half by each party. Accordingly,

IT IS SO ORDERED, ADJUDGED and DECREED.

ENTERED this 5th day of March, 2019.



JAMES G. MARTIN, III
Circuit Court Judge, Sitting as Chancellor

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NASHVILLE

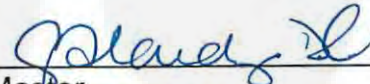
CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Order was mailed, postage prepaid, and/or emailed and/or faxed to:

Cathy Speers Johnson
Thompson Burton PLLC
6100 Tower Circle, Suite 200
Franklin, TN 37067

Larry G. Hayes, Jr.
Jackson, Kweller, Hayes & Lewis
One Washington Sq
214 2nd Ave N Ste 103
Nashville, TN 37201-1647

this 5 day of March, 2019.



Clerk & Master

	A	B	C	D	E	F	G
1	Mr. Griffin's Share of Marital Property and Debt						
2	Mr. Griffin's Property	Value	Mr. Griffin's Property	Value		Mr. Griffin's Allocation of Debt	Value
3	444 Board Mill Avenue	\$1,300,000.00	the 50% interest in Ezra Dry Goods, Inc. owned by him;	33,233.00		Promissory Note owed to U.S. Bank secured by deed of trust on 444 Boyd Mill Avenue	\$1,040,456.29
4	the 2015 Audi Q5 automobile operated by him	\$25,525.00	the 50% interest in Ezra and Sons, LLC, owned by him;	\$1,812.00		Balance on Home Equity Line of Credit owed to US Bank secured by deed of trust on 444 Boyd Mill	\$67,471.05
5	2018 Toyota Forerunner	Unknown	the 50% interest in BTE et CIE, LLC owned by him;	\$2,892.00		Chase Credit Card # 9387 issued in Mr. Griffin	\$10,286.15
6	the share of the household furnishings and personal property	Unknown	the 50% interest in Pint of Mirth, LLC owned by him;	\$430.00		American Express card #5004 issued in Mr. Griffin's name	\$715.58
7	the balance in the joint checking account at Regions Bank ending in the numbers 8761	\$2,956.89	the interest in Bring the Wood, LLC owned by him;	0		Debt relating to and/or secured by a lien on the business interests awarded to him.	unknown
8	the balance in the US Bank checking account ending in the numbers 8873;	\$0.13	the interest in Pilgrimage Presents, LLC owned by him;	0		Debt associated with 2018 Toyota Forerunner	\$25,537.64
9	one half of the Southwest Airlines rapid reward points	unknown	one-half of the \$150,000 note payable to Mr. Griffin by Pilgrimage Presents, LLC,	0		Debt associated with 2015 Audi Q5	\$29,200.67
10	One-half of the US Airline miles	unknown	the Genworth Life and Annuity ending in the number 7171	0			
11	the balance in the Morgan Stanley investment account ending in 839-059	\$79,913.00			Mr. Griffin's total value of assets	Mr. Griffin's allocation of debt	
12	one-half of Morgan Stanley profit-sharing account ending in 065-059	\$226,035.17			\$1,747,981.19	\$1,173,667.38	
13	Tentative Music, Inc.;	\$75,184.00			Mr. Griffin's net value		
14	50% interest in the musical compositions created by him during the parties' marriage;	unknown			\$574,313.81		

Ms. Griffin's Share of Marital Property and Debt

Ms. Griffin's Property	Value		Ms. Griffin's Allocation of Debt	Value
proceeds from sale of the lot adjoining 444 Boyd Mill Avenue	\$476,482.92		Debt associated with 2015 Mercedes GL 350	\$28,116.22
the 2015 Mercedes GL 350	\$34,000.00			
share of household furnishings and personal property	unknown			
one-half of Morgan Stanley account ending in the numbers 065-059;	\$79,913.00	Ms. Griffin's total value of assets	Ms. Griffin's allocation of debt	
50% interest in the musical compositions created by Mr. Griffin during marriage;	unknown	\$590,395.92	\$28,116.22	
one-half of the \$150,000 note payable to Mr. Griffin by Pilgrimage Presents, LLC	0	Ms. Griffin's net value		
one-half of the Southwest Airlines Rapid Rewards points	unknown	\$562,279.70		
one-half of the US Airline miles.	unknown			