

**COMMONWEALTH OF KENTUCKY  
FAYETTE FAMILY COURT  
FIRST DIVISION  
CASE NO. 18-CI-2095**

**ELECTRONICALLY FILED**

**IN RE THE MARRIAGE OF:**

**ALEXANDRA LEE TUVESON**

**PETITIONER**

**AND**

**RESPONSE TO PETITIONER'S MOTIONS**

**BRIAN CHRISTOPHER POE**

**RESPONDENT**

\* \* \* \* \*

Comes now the Respondent, Brian Christopher Poe, by and through counsel, and for his Response to Petitioner's motions to modify timesharing, child support, reimbursement of child support, motion to inhibit violent behavior and communication in front of the children and attorney fees, states as follows:

1. Brian states clearly and unequivocally that Alexandra has misstated the timesharing utilized by the parties since entry of the Mediated Agreement for the sole purpose of obtaining additional financial support and to keep Brian's vehicle contrary to the parties' agreement. Alexandra has told Brian that she doesn't care about court orders and refuses to follow them. Brian denies that he voluntarily averages only 24 hours per week time with the children, but states that Alexandra will often refuse to provide the children to him during his regular timesharing. Since his surgery in January, Alexandra

has refused to follow the timesharing schedule despite Brian's numerous requests to do so. For instance, just this past week, Brian was to have the children on Friday March 22<sup>nd</sup> through Wednesday morning, March 27<sup>th</sup>. Alexandra contacted Brian and indicated the children were ill and Brian could not have them on Friday. Brian drove to Alexandra's on Saturday to check on the kids and found them playing in the yard with other children. Brian insisted that the kids be provided to him and Alexandra would only agree to Sunday overnight to Monday, contrary to their agreement. Brian has tried to avoid confrontations and conflicts at all costs as Alexandra clearly will lie and make allegations of false domestic violence.

2. Brian has had the following timesharing since entry of the Mediated Agreement:

9/30/18 to 10/2/18  
10/8/18 to 10/10/18  
10/12/18 to 10/14/18  
10/22/18 to 10/24/18  
10/26/18 Timesharing canceled by Alexandra for plans she made on Brian's time.  
10/27/18 to 10/30/18  
11/5/18 to 11/7/18  
11/8/18 to 11/10/18 canceled by Alexandra b/c child didn't feel well.  
11/11/18 to 11/13/18  
11/20/18 to 11/25/18  
11/26/18 to 11/27/18 canceled by Alexandra b/c her cousin was in town.  
11/28/18 to 11/29/18  
12/2/18 to 12/3/18  
12/3/18 to 12/7/18 No timesharing permitted by Alexandra due to dispute over personal property  
12/8/18 to 12/9/18  
12/12/18  
12/15/18 to 12/16/18

12/19/18 to 12/20/18

12/21/18 to 12/29/18 No timesharing as Alexandra took kids to Alabama for 9 days

12/30/18/2018 to 1/1/2019

1/1/2019

1/5/2019 Brian had surgery and did not have the kids for one week.

1/12/2019 to 1/13/2019

1/19/2019 to 1/20/19

1/26/2019 to 1/27/2019

1/30/2019 to 1/31/2019

2/8/2019 to 2/9/2019

2/16/2019 to 2/17/2019

2/20/2019 to 2/21/2019

2/23/2019 to 2/24/2019

Brian agreed in January to weekend timesharing only for the month of January, as he needed to have assistance post surgery (shoulder surgery on the bicep tendon) in caring for the children. Brian requested on numerous occasions, including but not limited to 2/3, 2/13, 2/15 and 2/27 to resume the equal timeshare and Alexandra refused or did not respond. Alexandra claimed she made other plans for the children on 2/13, 2/15 and 2/27, 2019. Brian believes he has communicated to Alexandra that the parties abide by the Mediated Agreement 43 times by text and multiple times by phone.

Therefore, Brian requests this Court to overrule Alexandra's motion to modify the timesharing agreed between the parties only six months ago and require Alexandra to comply with the terms of the parties' agreement.

3. The sole basis for Alexandra's request for modification of child support is her request to modify the timesharing so that it was no longer equal time. Presuming the court does not grant Alexandra's motion, there is no change of circumstance that

warrants a modification of child support.

4. Alexandra claims that Brian owes her arrears in child support and while Brian admits he has provided only \$661.00 in support to Alexandra, it was Alexandra's suggestion that he not provide her the funds and allow her to keep use of the car for a few more months. Brian offered on January 1, 2019 to meet with Alexandra to exchange the car and Brian to provide her with the remaining \$720. 00 owed to her. Alexandra refused and again on January 2, 2019 suggested she keep the car for two more months and Brian not pay the support payment.

5. Brian denies making violent communications or behavior in the presence of the children. The claim made by Alexandra's mother was made before the parties were divorced and a total fabrication. If at any point Alexandra believed she or the children were in danger, Alexandra would not have agreed to joint custody and equal timesharing. Brian agrees that the children should not be exposed to violent or illegal behavior by either party. For instance, Brian believes Alexandra should not leave marijuana by the children's beds or smoke marijuana while in bed with the children.

6. There is no basis for Alexandra's request for attorney fees. Alexandra did nothing in advance of filing this motion to resolve these issues. Furthermore, Alexandra does not come to this court with clean hands as she was the one preventing timesharing from occurring and then using it as a basis to modify timesharing and obtain additional child support.

WHEREFORE, Brian respectfully requests this Court to Overrule the motions filed by Alexandra and award Brian his attorney fees incurred herein.

Respectfully submitted,

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MARTHA A. ROSENBERG  
183 North Upper Street  
Lexington, Kentucky 40507  
(859) 233-7972  
ATTORNEY FOR RESPONDENT

**VERIFICATION**

I, Brian Christopher Poe, have read the foregoing Response and the statements contained therein are true and correct to the best of my knowledge and belief.

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BRIAN CHRISTOPHER POE

STATE OF KENTUCKY

COUNTY OF FAYETTE

Subscribed, sworn and acknowledged to before me by Brian Christopher Poe, whose identity has been verified on this the \_\_\_\_\_ day of March, 2019.

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NOTARY PUBLIC, STATE AT LARGE  
My Commission Expires: \_\_\_\_\_  
Notary ID: \_\_\_\_\_

**CERTIFICATE OF SERVICE**

This is to certify that a true and correct copy of the foregoing Response was e-mailed & mailed, postage prepaid, to Corey Lee, 333 West Vine Street, Suite 300, Lexington, Kentucky 40507 on this the \_\_\_\_\_ day of March, 2019.

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MARTHA A. ROSENBERG