

**COURT OF APPEALS OF GEORGIA**  
**DOCUMENT RETURN NOTICE FOR BRIEFS OR MOTIONS**

March 25, 2015

**To:** Ms. Marybeth Beringer, 2785 Loring Road, Kennesaw, Georgia 30152

**Docket Number:** A15A0849

**Style:** Marybeth S. Beringer v. Jimmy R. Emory, Jr.

Your document(s) is (are) being returned for the following reason(s).

1.  Your Appellant's Brief, was not accompanied by the statutory filing fee (\$300.00 civil; \$80.00 criminal \*Effective July 1, 2009) or a sufficient pauper's affidavit. OCGA§5-6-4 and Rule 5 **Please be advised that your pauper's affidavit should be notarized by a notary public.**
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17.  ~~The Motion to Supplement has not been granted.~~
18.  **Other: The appellee has filed a "Motion to File a Supplemental Brief". The Supplemental Brief has not been filed. Your "Appellant's Reply to Appellee's Supplemental Brief" is premature.**

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GEORGIA COURT OF APPEALS OF THE STATE OF GEORGIA

MARYBETH S. BERINGER )  
Appellant, )  
Vs. )  
JIMMY R. EMORY, JR. )  
Appellee. )

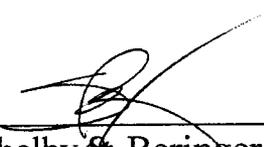
Docket No.: A15A0849

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IN THE SUPERIOR COURT OF COBB COUNTY  
STATE OF GEORGIA

Case No.: 12-1-8468-28

APPELLANT'S REPLY TO APPELLEE'S SUPPLEMENTAL BRIEF

  
Shelby S. Beringer  
2785 Loring Road,  
Kennesaw, GA 30152

FILED IN OFFICE

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**APPELLANT'S REPLY TO APPELLEE'S SUPPLEMENTAL BRIEF**

The case cited by the Appellee of Norman v. Norman, No. A14A0922. (GA App., 2014) is distinct from the facts of this case. The reason behind the court's decision in Norman v. Norman is the fact that the Appellant had legal counsel when she entered into the settlement agreement. Therefore the court reasoned that due to the Appellant having legal counsel, at the time she entered into the settlement agreement she believed that it was in the best interest of the child.

In this case, the Appellant Shelby Marybeth Beringer did not have legal counsel when the settlement agreement was entered. Therefore, the arguments that the court utilized in the case of Norman v. Norman do not apply in this case because the Appellant Shelby Marybeth Beringer did not have legal counsel when she entered into the agreement, and therefore it cannot be held that she believed the provision was in the best interest of the child when the provision was entered.

Second the case of Norman v. Norman held that there was harm to the child because one of the daughters was aware of the overnight provision and that her mother was in violation of it by engaging in prohibited behavior, which the trial court determined was knowledge detrimental to the children's emotional well-being.

In this case the minor child of the Appellant Shelby Marybeth Beringer did not know of the overnight guest provision, and had no knowledge that such a

provision existed, and therefore the reasoning that the court utilized in Norman v. Norman cannot be applied in this case because there is no evidence showing that the minor child of the Appellant in this case had knowledge of this provision. Since the minor child had no knowledge of the provision there could be no harm to the minor child. And the Appellee never presented any evidence that the minor child knew about this provision of the settlement agreement. Thus, the reasoning utilized in the case of Norman v. Norman does not apply in this case.

Thus, the main arguments that support the ruling in Norman v. Norman cannot be applied to this case. The Appellant did not have counsel when she entered into the settlement agreement in this case, which therefore it cannot be imputed to the Appellant Shelby Marybeth Beringer that she believed that overnight guest provision was in the best interest of the child. And the minor child in this case did not have knowledge of the overnight guest clause and so it cannot be imputed that the minor child suffered harm.

Furthermore, the case of Norman v. Norman is further distinct from this case in that the Appellee never proved that the Appellant violated the overnight provision. In Norman v. Norman the Appellant admitted she violated the settlement provision. In this case the Appellant Shelby Marybeth never admitted to violating any provision of the settlement agreement. Also the Appellee never proved that the Appellant violated any part of the settlement agreement. Again the

courts reading of the transcript of the contempt hearing in this case will show that no proof was ever presented to prove that the Appellant violated any provision of the settlement agreement. The only thing that the Appellee presented in the hearing were innuendos and allegations backed by nothing but more innuendos and allegations, which the transcript will show.

Thus, the reasoning in Norman v. Norman cannot be applied to this case because the facts of Norman v. Norman are extremely different from the facts of this case.

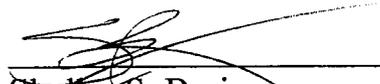
Moreover, the Appellant rests on her initial brief. The overnight guest provision in this case is overly broad and discriminatory based on sex and gender.

**CERTIFICATE OF SERVICE**

I certify that I have this day served Stephen M. Worrall, attorney for Appellee, with a copy of this foregoing document by mailing a copy first class mail postage prepaid to him at: The Manely Firm 211 Roswell Street , Marietta, GA 30060.

This the ~~18~~<sup>19</sup>th day March 2015.

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M Shelby S. Beringer  
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Kennesaw, GA 30152