

GENERAL AFFIDAVIT

State of **FLORIDA**

County of Pinellas

Before me this day personally appeared Louise V. Goetz who, being duly sworn deposes and says:

affiant

My name is Louise Victoria Goetz.

I am the mother of two children, both boys, age 7 and 14.

I have lived at 127 Ramona Circle, Palm Harbor, FL 34683 with my children for over 5 years.

I have owned and operated a restaurant at 917 11th Street, Palm Harbor, FL on and off for 12 years.

I am filing this sworn Affidavit after receiving evidence of a scheme to harm me and my children.

I have had \$294,000 stolen from me while attorney Kathy George lied under oath during our case #23-000309-FD and during official proceedings.

I am attaching a narrative and evidence

There are several witnesses to my statements.

The Court has labeled me a vexatious litigant and I have proof to prove my claims of fraud.

James Granger admitted to sending the new evidence on November 6, 2025 at a recent civil court hearing.

James Granger admitted to recently sending the text messages at a hearing on November 18, 2025.

My statements of fact related to fraud and perjury of parties to this case and licensed attorneys.

There are transcripts and evidence to support everything contained in this affidavit.

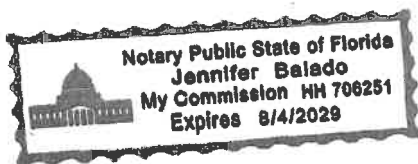
The Court has a record on Case No. 23-000309-FD of the billing from attorney Kathy George filed on April 10, 2024, document #271, evidencing her total billing while concealing several conflicts of interest after lying about the matter under oath.

I discovered new evidence on November 6, 2025.

Additional pages attached. (10)

Louise V. Goetz
signature of affiant

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization this 16th day of December, 2025, by Louise V. Goetz who ☒ is personally known to me or ☐ produced a _____ as identification.



Jennifer Balado
notary public signature
Jennifer Balado
notary public printed name

AFFIDAVIT CONTINUED

On November 6, 2025, I was given proof that attorney Kathy George knowingly lied on several occasions one of which was in an official proceeding on February 23, 2024, in Case No. 23-000309-FD. This violates *Florida Statute 837.02, Perjury in official proceedings (1) whoever makes a false statement, which he or she does not believe to be true, under oath in an official proceeding in regard to any material matter, commits a felony of the third degree, punishable as provided in 775.082, 775.083, or 775.084.*

This case began on January 12, 2023, when my ex filed for paternity, our child was 5 years old. At the time the action was filed there was a Repeat Violence Injunction, Case No. 22-008844-FD, when he kept showing up demanding to see his child and threatening me. The state of Florida recognizes an unwed mother automatically as the sole legal custodial parent until paternity is granted. *Florida Statute 61.13* gives a rebuttal presumption to shared parental responsibility if there is a presence of domestic violence.

On November 19, 2021, my ex committed an act of violence against me in the presence of our child. It was during a child exchange, and the police were at the scene within minutes, my ex was arrested, and I was medically treated. My ex ended up taking a batters intervention class which is required under *Florida Statute 741.281* which states *any person who is found guilty, has adjudication withheld on, or pleads only contender to a crime of domestic violence will be ordered by the court to attend a batters intervention program as a condition of probation.* This act of violence created a rebuttal presumption to 50:50 custody being in the best interests of our minor child and certainly rebutted the ability of us to effectively co-parent together.

On April 29, 2023, the court appointed a private attorney licensed with the Florida Bar to act as Guardian Ad Litem. She took the appointment in bad faith and failed to disclose two conflicts of interest. In addition to concealing conflicts, she charged \$400/hr not the \$250/hr agreed to in her retainer agreement. Attorney George was not appointed in a dependency case she was hired privately to provide my child with a voice during the proceedings. For almost a year my ex and attorney George pretended not to know each other while issue kept popping up with invalid drug tests, continued threats and a physical altercation in the judge's chambers.

On January 26, 2024, evidence surface that my ex had paid the third-party neutral attorney George \$4,500 for legal services and this had never been disclosed on the record. Attorney George testified telling the Court she had no prior dealings with my ex which was proven to be untruthful. On January 31, 2024, it was discovered that attorney George had another undisclosed conflict with my ex, she mediated his divorce in 2019.

On February 20, 2024, attorney George was deposed and she admitted to both conflicts of interest and asked to withdraw from the case. Under oath she stated that my ex had never signed a retainer and that he had hired her firm to represent him for "paternity" which was another lie.

On February 23, 2024, the Court held a hearing to remove attorney George. She testified that my ex never signed a retainer with her firm, she stated this repeatedly under sworn oath at an official court proceeding knowing it was an untrue statement, knowing this was a crime. She stated that her firm had been hired to represent my ex in a paternity case which again was a lie under oath in an official proceeding.

Just weeks ago, on November 6, 2025, my ex confessed that he was asked to lie under oath by officers of the court and produced the retainer attorney George lied about. The newfound desire to come clean was directly related to his relationship with his lawyers. He is in the firearms business and had recently gifted his attorney a firearm. He claimed someone very close to his lawyer (who is a minor) committed suicide with the firearm over the summer (of 2025) and since then issues several had occurred leading him to bring forth the evidence due to the extreme circumstances he believed he could no longer have his attorneys represent him because of the suicide and the events leading up to the tragic event.

On November 17, 2025, I brought forth the evidence to the court including text messages and emails as well as the signed retainer and his attorney immediately claimed irreconcilable differences and asked to withdraw from the case. At the hearing for the withdrawal, she did not deny the accusations about the firearm or fraud and insisted she be allowed to withdraw from the representation. There have been statements that there is "way more evidence" and my ex admitted that not only attorney George, but several other attorneys have taken part in the cover up committed over the last 24 months. Text messages have been provided to the court, all claims can be evidenced. During the hearing for my ex's attorney to withdrawn he asked to speak to

Judge Hubbard without his former attorney present and the Judge denied the request as what is now believed to be an effort to silence him on coming forward against the lawyers.

So far, I have lost \$294,000.00 in paying legal fees and lost my thriving business during this 24-month period while being intentionally lied to and intimidated. The lies and misleading the court to further this scheme has been horrible for me and my children to live thru. I was forced to sell my restaurant, Bogota Kitchen and Bar to pay for the shocking legal bills from the court case that didn't make any sense. We have been in court almost nonstop over the lies told by attorney George and the issues she was supposed to report on over the year she was on the case. My self and my children's lives have been intentionally turned upside down and harmed and this has been going on for over two years, technically since the act of violence that was committed against me in front of our child and this plan between the two to unjustifiable take my child thru underhanded means began. My self and my children have grown up owning a restaurant in the unincorporated Palm Harbor historic district. During the year this case was filed I had to sell the business and withstand the corruption on this case while I was working with the county to better our area meanwhile being lied to, ruined financially and threatened by officers of the court. Since selling Bogota Kitchen and Bar and choosing to represent myself I have paid \$100,000 in court costs, paper copies, court reporters, and transcripts from the many hearings held for a total of \$400,000.00 in legal fees on my side of the case. **It is now believed that this case 23-000309-FD and the related domestic violence proceedings since January 12, 2023, to date now total over 1 million dollars.** I have asked the court to require all attorneys involved to submit certified copies of their bills and Judge Hubbard struck my request from the record just days ago. The Court has evidence that attorney George not only misled the record from the start of the case but completely manipulated it in a scheme that started a year before the case was filed. Attorney George was not only not neutral, but she was retained at \$400/hr to take my child from me and give him to my ex's brother who is unable to have children. **This scheme is serious and scary.** My ex did not even have parental rights to our son when the two began this plan and she was hired during criminal case 21-13613-MM. The Talking Parents court ordered communication electronic messages evidence me as a "wonderful mother" at the exact time this scheme was being implemented, and attorney George was paid \$4,500. There are several witnesses to the events that have transpired over the last 24 months, and the transcripts clearly evidence the perjury. The missing retainer provided just weeks ago proves more than just a single perjury but

proves several lies under oath by Attorney George. I am including proof that Attorney George intentionally lied under oath in sworn statements and during official proceedings. I have proof thru a public records request with the Florida Bar W013635-052024 that Kathy George was previously suspended from practicing law as an attorney by the Supreme Court of Florida Case No. SC02-1046 for issuing a fraudulent subpoena and a letter to be used by a police officer that was given to the Tampa Police Department containing untrue statements. The police officer Attorney George issued the fraudulent subpoena for lost their job and Attorney George was suspended from practicing law for 90 days. My case is clearly not the only case Attorney George has committed misconduct on, and these are public documents.

The lies told during this case are a threat to **public safety** as they involve minor children, domestic violence, large sums of money and damage to a thriving business in the community and the community at large as my business serviced over 100,000 customers annually in downtown Palm Harbor, hosted many fundraisers and charity events, employed over 50 staff members at any given time, and since 2020 has contributed over 1.3 million dollars in employment wages and over \$300,000 in sales tax revenue for the State of Florida. The financial fraud has been so harmful and given the efforts by officers of the court to cover it up has been almost impossible to seek justice until now, since being given the signed retainer on November 6, 2025, undeniably proving the perjuries. I have filed a police report with the Pinellas County Sheriffs Office, Case No. SO25-288728. At the time I filed the report the officer inquired as to why the civil court was not referring this and I had to inform them that the corruption and fraud on the court had been going on since the start of the case for over two years and that the current Judge Hubbard, rather than upholding his sworn duty was choosing to retaliate against me rather than turning over the indisputable evidence that attorney Kathy George committed perjury in an official proceeding and that act has caused so much harm. Judge Hubbard choose to strike the pleadings, the most severe sanction, and he did so willfully and maliciously as retaliation for my rightful claims. *Canon 3(B) A judge should take appropriate action upon receipt of reliable information indication the likelihood that a lawyer violated applicable rules of professional conduct. Public confidence in the integrity and impartiality of the judiciary is promoted when judges take appropriate action based on reliable information of likely misconduct.* Judge Hubbard took an oath and has chosen not to uphold it. He has the evidence against Attorney George and instead has issued order containing false information and has violated my right to *due process* by not

conducting an evidentiary hearing on the matter or referring the matter of misconduct to the proper authorities. After I explained what has happened to the Pinellas County Sheriffs, I was given the information for the Florida Department of Law Enforcement (FDLE) as this may also prove to be public corruption under Florida law. I contacted the FDLE on December 3, 2025, at which time they stated that I should allow the Pinellas County Sheriffs Office to handle the initial investigation and that they should refer the matter should their investigation indicate public corruption has occurred which is why I am here today before the Pinellas County Commission. This Commission has sworn to uphold the Constitution. *Article 1, Section 9* of the Florida Constitution guarantees *due process* and states no person shall be deprived on life, liberty or property without due process of law. Florida ensures impartiality through constitutional rights, specific procedural rules for courts, and ethical standards for neutral third parties. Judges and third-party neutrals are bound by codes of conduct to avoid conflicts of interest and the appearance of impropriety which has not been afforded to me during this case. Not only have the ethical standards that both judges and attorneys are bound have been violated but the perjury committed violated both federal and Florida State laws. During this case several issues of my Constitutionally protected right to due process have been violated and include several missing court orders for hearings that were noticed and conducted.

-The first issue of *due process* is related to a motion made on July 13, 2023, for Contempt and Enforcement and was filed by attorney Steven Glaros. The hearing was noticed three times. A hearing was held where I paid attorney Glaros \$400/hr and attorney George what was supposed to be \$250/hr as well as hired expert witnesses totaling over \$3,000. The hearing was conducted and continued until November 27, 2023. Judge Pollack issued two separate orders from the hearing and stated that no court reporter was present which was a lie as I paid the court reporter and have provided the proof and the transcript as evidence of the fraudulent court orders issued by Judge Pollack. I believe my *due process rights* were violated when the court conducted almost 7 hours of trial and intentionally withheld the ruling on the motion and I was charged over \$7,000 on the matter. I was deprived of my right to a meaningful opportunity to be heard and lied to by my attorney on the same day as the fight in the judges' chambers between attorney Glaros and my ex. The recent text messages sent to me implicate attorney Glaros as staring the physical fight and the court orders prove the lies, a court reporter was present and a ruling was intentionally withheld.

-A *second due process violation* occurred on December 21, 2023, when attorney Richard Mockler sought to obtain more discovery on my business and personal relationships. A hearing was noticed and conducted, and I paid attorney Casey Gregory to represent me. At the hearing I prevailed on several objections raised and no court order was ever filed on the record. The court did not uphold its duty to conduct a meaningful hearing or issue a court order on the matter.

-A *third due process violation* occurred when Judge Pollack was disqualified for following a social media post on attorney Mocklers Instagram account. Judge Pollack, who's handle is *cptnchildsupport* and who follows several of attorney Mocklers family members as well. The reason this came to light was that attorney Mockler posted a picture outside this courthouse of my ex with a caption about prevailing in a hearing on a threat to shoot me in the head. When I saw the public post, I was shocked to see that the judge on our case was a follower. This deprived me of the right to a fair and impartial judiciary as attorney Mockler was in a special position to influence the judge and the judge made no mention of his long-time friendship with the attorney.

-A *fourth due process violation* occurred when a hearing was noticed for July 3, 2025, where Mockler law sought to break privilege with my former attorneys. The hearing was noticed and conducted, and an order was never issued from the hearing. I have requested the order several times from the court. The court intentionally withheld the order because I prevailed in many of the objections raised as a *pro se* litigant and the court intentionally misled the record on the matter. The judge who ruled on the motion was the brother-in-law of Judge Pollack.

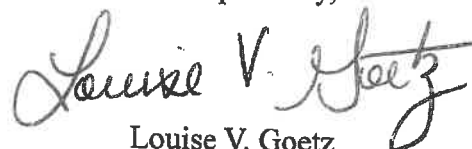
For the record, I am not the only one who has recently had issues with the Sixth Judicial Circuit.

Congresswoman Anna Luna Paulina filed a stalking injunction in the Sixth Judicial Circuit and was denied. She was forced to seek the Federal Government to prosecute the offense and on May 18, 2025, the man who threatened her was sentenced to three years by a federal court.

On February 10, 2024, a women named Audrey Petersen was killed by her ex-boyfriend after seeking protection from the Sixth Judicial Circuit. Her petition was denied, and she was killed by a gun shot by her ex. The Clearwater Police Department and Chief Eric Gandy asked for help after the murder of Audrey Petersen by visiting a domestic violence resource center and increasing training for officers, advocates and lawyers. The Sixth Judicial Circuit has taken no

accountability for their failure to protect the woman or to change the policies they are implementing that seems to be against the victims of domestic violence. After sitting thru several domestic violence hearings, I have personally seen the court treat the victims as if they are the criminals. I have been intimidated and told to keep quiet. Even when my claims are proven the courts intent seems to conceal the facts. I now believe it is individual officers of the court who are taking these actions and choosing not to uphold the law. This matter is of public safety. The public should not be forced to seek the federal governments help like Congresswoman Anna Luna Paulina was forced to do. The Sixth Judicial Circuit should uphold the Constitution and not take matters into their own hands; they should honor the oaths they take. Officers of the court who break the law should be held accountable to their misconduct. I am seeking the Pinellas County Commission, a quasi-judicial board, in the county I reside, who over sees the Pinellas County Sheriffs budget seek that my claims are properly investigated. Pursuant to 18 U.S.C. SS 4 (Misprision of Felony), any person having knowledge of the commission of a felony who fails to report it to the proper authorities is themselves complicit in the concealment of that felony. Accordingly, each state agent now has a legal and moral duty to act upon this notice and ensure these violations are properly investigated and referred for prosecution under both state and federal law.

Respectfully,



Louise V. Goetz

127 Ramona Circle

Palm Harbor, Fl. 34683

CERTIFICATE OF SERVICE

I herby certify that I personally hand delivered this document to the Board of County Commissioners for Pinellas County on this the 16th day of December 2025. B.O.C.C. Commissioners Brian Scott, Chris Latvala, Chris Scherer, Vince Nowiki, Dave Eggers, Kathleen Peters and Rene Flowers.

Issues of Perjury with Attorney Kathy George

The certified transcript from February 23, 2024, attorney Kathy George states under sworn oath:

Page 16

Q: Ms. George, you — did you file a motion to withdraw in this case.

A: Yes.

Q: Why did you file that motion?

A: Because I believe there is a conflict.

Page 17

A: The conflict, I believe, is that I mediated a case for Mr. Granger and his first wife.

Q: Did you have any other interactions with Mr. Granger prior to your acceptance of this position of guardian ad Litem in this case?

A: I did not. (Ms. George lied - Mr Granger retainer her personally for \$400/hr on January 26, 2022)

Q: and Mr Granger he retained your law partner for a paternity action in this - - regarding the same parties here today?

A: Correct. (This is a complete lie he hired her at \$400/hr to take our child not for paternity)

Page 29

Q: Ms. George did your office move forward with a conflict check in this case prior to you taking this case as guardian ad Litem?

A: Yes. That is the procedure they're supposed to be following.

Q: Did that procedure take place?

A: It did, to the best of my knowledge, but apparently it was flawed.

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THE COURT: I need clarification of your answer, ma'am, to make sure I'm understanding. Are you indicating that you did, in fact, have some session where you met with the then counsel to the parties where you did disclose some prior conflict or conflicts?

THE WITNESS: (Kathy George) I did have a conversation with Mr. Hendry and Mr. Glaros about the conflict that I -- we had come up with. My office found that Mr. Granger had come in and consulted with my former law partner, Lindsey French. So, I let them know that was an issue because I felt that I should disclose that because I did come across that, even though it did not involve me. (The newly discovered evidence shows Kathy George was personally hired at \$400/hr and that the retainer was signed and sent back with an Adobe confirmation ID)

Page 34

Q: Your office -- Mr. Granger retained your office in a paternity case involving Ms. Goetz?

A: He retained Lindsey French on that. They did not have a signed retainer agreement. I guess this -- we discussed he must have changed his mind. I was not involved on that. And then he got a refund. So I don't know -- I don't think a full retainer contract would have been implied because it was not executed.

Q: Your office took \$4500 from Mr. Granger correct?

A: Yes.

Q: And it's your testimony that there was no retainer for taking \$4500?

A: All I see from the records looking at Mr. French's files was that they sent a retainer. I did not see a signed retainer coming back. (Transaction ID shows the retainer was signed and returned)

Page 51

Q: Have you ever served as an attorney to anyone in this case as an attorney to anyone?

A: No. (The signed retainer shows she was retained at \$400/hr and paid \$4500 as a lawyer)

Page 69

Q: Your -- did your office conduct a conflict check prior to this case?

A: Yes.

Q: Why didn't that conflict check show you Mr. Granger's - - show you your participation in Mr Granger's mediation?

A: That I don't know.

Q: Did you testify during your deposition that it should have?

A: I would think it should have, yes. But I don't know why it didn't come up as a conflict.

Page 74

Q: Your office received \$4,500 on behalf of Mr Granger?

A: That is correct.

Page 76

Q: Ms. George, your attorney asked you or indicated that Eric B. Granger paid the invoice for Mr. Granger's retainer.

A: Yes.

Q: But was he not also the client?

A: I don't know if this technically was. He never signed a retainer agreement

Page 77

Q: What in your file did you review that indicated that was the reason you returned the retainer?

A: Well, the retainer agreements in there that's not signed, so it makes me assume they came in. I wasn't the one handling it, so I can only look at the records and see that there was a retainer agreement that was sent out, wasn't signed, there was a deposit made, and that he requested a refund somehow thru Ms. French and her associate - - I'm sorry her assistant. (The retainer agreement was sent out on January 26, 2022, and was returned signed on January 26, 2022)

Page 78, Line 20 "I can see that they sent out a retainer agreement and he didn't sign it."

***Signed Retainer Agreement and Adobe Confirmation provided.

***Evidence was just brought forth on November 6, 2025.

GENERAL AFFIDAVIT

State of **FLORIDA**

County of Pinellas

Before me this day personally appeared Christina Jodoin affiant who, being duly sworn deposes and says:

My name is Christina Jodoin. I currently live in Palm Harbor, Florida.

I grew up in Ozona, Florida and I have known Louise Goetz and her family for 30 years.

When Louise was forced to close Bogota Kitchen and Bar I was a floor manager.

I can not believe what I have seen during her custody case for her son Levi.

I have seen Louise's life turned upside down.

I respectfully ask as a citizen of Pinellas County that you ensure that justice is served and that what has happened to Louise and her children is adequately investigated.

Not only did I work at Bogota Kitchen and Bar but I was a customer for many years.

The restaurant was a popular fun place and Louise owned it while being a single mother to her two boys.

Anyone who came there saw Louise and her children and the beautiful life they had.

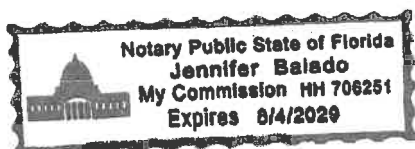
I have knowledge of what Louise has been thru over the last two years and as a citizen of Pinellas County and a mother in Palm Harbor I respectfully ask that you do anything you can to help her and her children get out of this situation.

As a mother I believe Louise is doing what any mother would do trying to protect her children.

If this did not happen I do not believe myself or atleast 30 other people would have lost thier jobs.

Christina Jodoin
signature of affiant

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization this 16th day of December, 2025, by Christina Jodoin who ☐ is personally known to me or ☒ produced a FL Drivers License as identification.



Jennifer Balado
notary public signature
Jennifer Balado
notary public printed name

GENERAL AFFIDAVIT

State of **FLORIDA**

County of Pinellas

Before me this day personally appeared Pamela Humiston affiant who, being duly sworn deposes and says:

I currently live next door to Louise Goetz in Palm Harbor, Florida.

Louise and her two boys have been my neighbor for over 5 years.

Louise is a good mother and her children are cared for and loved.

I was also a customer at Bogota Kitchen and Bar for several years.

My friends and I loved going to the restaurant for all the events.

I attended a hearing with Louise on October 10, 2025 and I have been a witness in her custody case.

I have seen Louise's life drastically change over the last few years all due to this case.

The entire community has shown great sadness for the closing of her restaurant and I know it has brought her great despair as that is how she supports her children. The restaurant was beautiful and so busy for so many years to see it close and to know what was happening behind the scenes to Louise has been tragic to witness over the last two years.

I have personally been to the court hearings and they left me feeling that what Louise has told me and shown me is true and it is unbelievable that a single mother would be forced to pay so much money and lose her business just to keep her children safe.

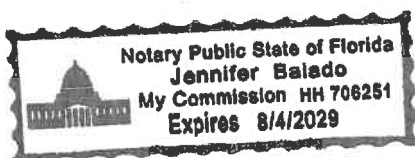
I respectfully ask as a citizen of Pinellas County that you ensure that justice is served and that what has happened to Louise and her children is adequately investigated.


Louise and her children are good people and often the kids in the neighborhood are at her home are very happy. I believe what has happened to Louise and her children is wrong.

If this was your family what would you want done??


signature of affiant

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization this 16th day of December, 2025, by Pamela Humiston who
☐ is personally known to me or ☒ produced a FL Drivers License as identification.




notary public signature
Jennifer Balado
notary public printed name

To whom this may concern,

I hope this letter finds you well. I have known Louise on a personal and professional level for four years now. I started as an employee of hers and realized we had many mutual friends, a lot in common, and both mothers. I wanted to take a moment to reflect on the remarkable qualities of a truly wonderful mom and how her professionalism, morals, integrity, and values have shaped not only her life but also the lives of those around her.

From the very beginning, her unwavering strength and dedication as a mother has been a guiding light. She balances her responsibilities with grace, demonstrating an incredible work ethic that is truly inspiring to everyone she meets. Her professionalism extends beyond her career; she approaches every single aspect of her life with commitment and integrity, teaching her children the importance of diligence and perseverance. Her children are incredible, and don't get me started on the love those two boys have for their mother, it is beautiful.

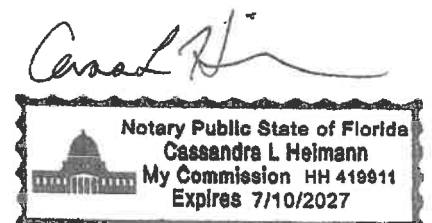
Moreover, her strong moral compass is evident in the way she interacts with others. She instills in her kids the significance of treating people with kindness and respect, emphasizing the value of empathy and understanding. Her actions speak louder than words, as she continually demonstrates how to stand up for what is right, even in challenging situations. Louise is the strongest woman I know, wise, and full of strength. She moves effortlessly.

Values play a central role in her life and parenting style. She emphasizes honesty, loyalty, and compassion, guiding her children to develop a strong sense of character. Through her examples, they learn the importance of making ethical choices and contributing positively to their community.

In conclusion, a wonderful mom embodies professionalism, morals, and values that not only enrich her own life but also leave a lasting impact on her family and society. Her legacy is one of love, strength, and unwavering commitment to doing what is right. It is an honor to know, love, and be friends with Louise. For any further questions, feel free to contact me at julie.west9361@gmail.com or via cell at 3094288381. Thank you

Warm regards,

Julie West



Cassandra L. Heimann

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
FAMILY LAW DIVISION

IN RE: THE MATTER OF:
JAMES LUCIAN GRANGER,
Petitioner,
and

CASE NO.: 2023-00309-FD
DIVISION: 14

LOUISE VICTORIA GOETZ,
Respondent.

RESPONDENT'S MOTION FOR CONTEMPT AND ENFORCEMENT

COMES NOW, the Respondent/Mother, LOUISE VICTORIA GOETZ, by and through the undersigned counsel, hereby files this Motion for Contempt and Enforcement, and in support thereof states as follows:

1. Currently pending before this Court is the Father's Petition to Determine Paternity and for Related Relief filed on January 12, 2023, and the Mother's Counter Petition to Determine Paternity and for Related Relief filed on January 23, 2023.
2. There is one (1) minor child born of the Parties, to wit: Levi Jameson Granger, a male, born in 2018.
3. On January 23, 2023, this Court entered the Joint Stipulation and Mutual No Contact Order, hereinafter referred to as "No Contact Order." A copy of the No Contact Order is attached hereto as **Exhibit A**.
4. Pursuant to Paragraph 3 of the No Contact Order, "The Parties shall not directly or indirectly contact each other in person, by mail, e-mail, fax, telephone, social media, through another person, any third party, or in any other manner.
5. Pursuant to Paragraph 8 of the No Contact Order, "The Parents shall be permitted to utilize the Talking Parents App to communicate on child-related issues only."
6. As of the date of the filing of this Motion, the Father has failed and refused to comply with the No Contact Order, as the Father has continued to contact the Mother via Talking Parents for issues not related to the Parties' minor child, through mutual third-parties, and via other forms of communication.
7. As of the date of the filing of this Motion, the Father has committed the following acts in violation of the No Contact Order, including, but not limited to:

- a. The Father has returned the child to the Mother, following his timesharing, with gifts for the Mother. The child specifically told the Mother that the present was, "from Daddy." The Father is using the Parties minor child as a means to indirectly communicate with the Mother.
 - b. The Father texted the Mother to wish her a happy birthday several days prior to the actual date of her birthday, after the Mother explicitly asked the Father to cease contact with her.
 - c. The Father sends the Mother unsolicited messages that are unrelated to the child, such as messages about what the Father is doing or what he is eating.
 - d. The Father sends the Mother unsolicited messages requesting or enticing the Mother to terminate her attorney, so that the Parties can attend mediation without representation.
 - e. The Father sends the Mother unsolicited messages requesting that she forgive him.
 - f. The Father sends the Mother unsolicited messages via Talking Parents accusing the Mother of being a prostitute, and the Father has also made the same unsubstantiated allegation to mutual third-parties, which has then been relayed back to the Mother.
 - g. The Father has contacted mutual third-parties, such as the Mother's business associates, and has made unsubstantiated claims against the Mother to said third-parties, in an attempt to interfere with the Mother's business relationships.
 - h. The Father has admitted to the Mother that he has been following the Mother's oldest child's father, and alleges to the Mother that he has proof that the father has committed a crime.
8. As of the date of the filing of this Motion, the Father has failed and refused to comply with the above terms of the No Contact Order, as stated herein.
9. The Father's actions and willful disregard of the No Contact Order have been distressing and unsettling for the Mother, given the tumultuous history between the Parties, and said actions are indicative of the Father's unwillingness to follow direction from this Court and his inability to co-parents with the Mother without issue.
10. The Father's actions are contemptuous, as his actions are in direct violation of the No

Contact Order. At all times relevant hereto, the Father has had the ability to comply with No Contact Order.

11. Based on the aforementioned, the Mother is seeking that this Court enter an Order finding the Father in willful contempt of the No Contact Order, and enter an Order enforcing the No Contact Order, thereby directing the Father to comply with the terms thereof.
12. The Mother has retained the law firm of Steven Glaros & Associates to represent her in this matter and has agreed to pay reasonable attorney's fees, costs and suit monies for this representation. The Father should be required to contribute to the Mother's attorney's fees and costs, as the Father's actions have forced the necessity of this Motion.


WHEREFORE, the Respondent/Mother, LOUISE VICTORIA GOETZ, respectfully requests this honorable Court:

- A. Grant this Motion for Contempt and Enforcement, finding that the Father is in willful contempt of the No Contact Order.
- B. Enter an Order an Order assessing any and all remedies available to this Court against the Father for his willful contempt of Court;
- C. Order the Father to immediately comply with the terms of the No Contact Order;
- D. Order the Father to pay for or contribute to the Mother's attorney's fees and costs related to this Motion; and,
- E. Any further relief this Court deems necessary and proper.

VERIFICATION PURSUANT TO SECTION 92.525(2), FLORIDA STATUTES

Under penalties of perjury, I, LOUISE VICTORIA GOETZ, Respondent/Mother of this action, declare that I have read the foregoing document, and that the facts stated in it are true.

Date: Jul 13, 2023



Louise Goetz (Jul 13, 2023 12:28 EDT)

LOUISE VICTORIA GOETZ

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was filed via the Florida Court E-Filing Portal and furnished to Donald Hendry, Esq., counsel for the Petitioner/Father, on July 13, 2023.

Respectfully Submitted,

STEVEN GLAROS & ASSOCIATES

By: Casey E. Gregory, Esq., for:
STEVEN J. GLAROS, ESQUIRE
FLORIDA BAR NO.: 16027
13513 Prestige Place, Suite 101
Tampa, FL 33635
Ph: (813) 854-1234 / Fax: (813) 854-1221
E-Mail: staff@glaroslaw.com
Secondary E-Mail: Steven@glaroslaw.com
Tertiary E-mail: CaseyG@glaroslaw.com
Attorney for Respondent



CLERK OF COURT
5 May 25
K. G. G. G.
Clerk of Court

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
FAMILY LAW DIVISION

IN RE: THE MATTER OF:
JAMES LUCIAN GRANGER,
Petitioner,

Case No.: 2023-00309-FD
Division: 14

and

LOUISE VICTORIA GOETZ,
Respondent.

NOTICE OF HEARING

PLEASE TAKE NOTICE that a hearing on the Respondent's Motion for Contempt and Enforcement, filed 7/10/23 and Respondent's Motion for Contempt and Enforcement, filed 7/13/23, has been scheduled for Wednesday, November 1, 2023, at 9:00 AM, before the Honorable Frederick L. Pollack. This hearing will be conducted **IN PERSON** at the Clearwater Courthouse located at 315 Court Street, 4th Floor, Room 413, Clearwater, Florida 33756

TIME RESERVED: TWO HOURS
PLEASE GOVERN YOURSELF ACCORDINGLY.

NOTICE OF INTENT TO USE SUMMARIES AND SCHEDULES: Pursuant to Florida Statute §90.956, the undersigned hereby gives notice of intent to use summaries or schedules at the above referenced hearing. The summaries or schedules will be available for inspection and photocopying at the office of the undersigned.

If you are a person with a disability who needs an accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact: Human Rights Office, 400 S. Ft. Harrison Ave., Ste. 500, Clearwater, FL 33756, Phone: 727.464.4062 V/TDD or 711 for the hearing impaired. Contact should be initiated at least seven days before the scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven days.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of following has been electronically filed with the Clerk of Courts, and furnished via electronic mail to Don Hendry, Esq., counsel for the Petitioner, and Kathy George, Guardian Ad Litem, on the ____ of August 2023

Respectfully Submitted,
STEVEN GLAROS & ASSOCIATES

By:


STEVEN J. GLAROS, ESQUIRE
FLORIDA BAR NO.: 16027
2385 Tampa Road, Suite 3
Palm Habor, Florida 34683
Ph: (813) 854-1234 / Fax: (813) 854-1221
E-Mail: Staff@glaroslaw.com
Secondary E-Mail: Steven@glaroslaw.com
Tertiary E-mail: CaseyG@glaroslaw.com
Attorney for the Respondent

cc: Judicial Assistant, *via email*



5 MAY 25
L. Galles

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
FAMILY LAW DIVISION

JAMES LUCIAN GRANGER
Petitioner

Case No: 23-000309-FD

VS.

Division: Section 14

LOUISE VICTORIA GOETZ
Respondent

ORDER RATIFYING PARTIES AGREEMENT ON TESTING
AND CONTINUING HEARING

THIS CAUSE came before the Court on November 1, 2023 for a hearing upon the PETITIONER'S VERIFIED MOTION FOR TEMPORARY RELIEF filed 6/23/23; Respondent's MOTION FOR CONTEMPT AND ENFORCEMENT filed 7/10/23; Respondent's MOTION FOR CONTEMPT AND ENFORCEMENT filed 7/13/23; Respondent's MOTION FOR TEMPORARY ULTIMATE DECISION MAKING AUTHORITY filed on 8/11/2023; Respondent's MOTION TO CONSOLIDATE filed on 8/18/2023; and Respondent's VERIFIED EMERGENCY MOTION TO CONTINUE HEARING SCHEDULED FOR NOVEMBER 1, 2023 filed on 10/27/23. Present before the Court appeared (all in person, in chambers): the Petitioner/Father; Don Hendry, Esq., Counsel for the Petitioner/Father; the Respondent/Mother; Steven Glaros, Esq., Counsel for the Respondent/Mother; and Kathy George, Esq., Guardian Ad Litem. Court reporter Tammy Pacheco was present. After review of the motions and the balance of the Court file, hearing stipulations and agreements of the parties - including sworn testimony of the parties *voir diring* their free and voluntary entry into such agreements, the Court FINDS as follows:

The parties reached an agreement to submit themselves now for 12 panel hair tests and PETH tests, with the Mother fronting the initial costs of same. The testing was conducted in the courthouse today, with Deputy Burgos present for the testing of the Father and Deputy Manley present for the testing of the Mother.

Pursuant to the agreement of the parties, the Father will reimburse the Mother for the cost of the 12 panel test if he tests positive for any illegal substance or any substance other than Adderall; and the Father will reimburse the Mother for the cost of the PETH test if his score goes above 32 ng/ml.

WHEREUPON it is therefore ORDERED as follows:

The parties shall (must) abide by their aforementioned agreement.

A continued hearing upon the motions detailed herein above and previously set for consideration today is coordinated and set to be held on **Monday, November 27, 2023 at 9:00 a.m.** before the undersigned Circuit Judge in chambers (**Courtroom 413**) of the Clearwater Courthouse located at **315 Court St., Clearwater, FL 33756** with **3 hours reserved for this hearing.**

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Human Rights Office, 400 S. Ft. Harrison Ave., Ste. 300, Clearwater, FL 33756,

(727) 464-4062 (V/TDD) at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

Done and ordered in Pinellas County, Florida this 26th day of November, 2023.

~~23-000309-FD-11/26/2023 10:58:56 AM~~

Circuit Judge Frederick L. Pollack

23-000309-FD 11/26/2023 10:58:56 AM

Copies Furnished To:

Petitioner

Attorney: DON W HENDRY, Esq.,
via e-mail through JAWS

Respondent

Attorney: STEVEN J GLAROS, Esq.,
via e-mail through JAWS

Guardian Ad Litem

KATHY E GEORGE, Esq.,
via e-mail through JAWS



CLERK OF DISTRICT COURT
Pinellas County, Florida
5 MAY 25
L. Gattin
Deputy Clerk

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
FAMILY LAW DIVISION

IN RE: THE MATTER OF:
JAMES LUCIAN GRANGER,
Petitioner,
and

Case No.: 2023-00309-FD
Division: 14

LOUISE VICTORIA GOETZ,
Respondent.

NOTICE OF HEARING

PLEASE TAKE NOTICE that a continued hearing on the Respondent's Motion for Contempt and Enforcement, filed on 07/13/23, the Respondent's Motion to Consolidate, filed on 08/18/2023, the Respondent's Motion for Temporary Ultimate Decision-Making Authority, filed 08/11/2023, has been scheduled for **Monday, November 27, 2023, at 9:00 AM**, before the Honorable Frederick L. Pollack. This hearing will be conducted **IN PERSON** at the Clearwater Courthouse located at 315 Court Street, 4th Floor, Room 413, Clearwater, Florida 33756

TIME RESERVED: THREE (3) HOURS
PLEASE GOVERN YOURSELF ACCORDINGLY.

NOTICE OF INTENT TO USE SUMMARIES AND SCHEDULES: Pursuant to Florida Statute §90.956, the undersigned hereby gives notice of intent to use summaries or schedules at the above referenced hearing. The summaries or schedules will be available for inspection and photocopying at the office of the undersigned.

If you are a person with a disability who needs accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact: Human Rights Office, 400 S. Ft. Harrison Ave., Ste. 500, Clearwater, FL 33756, Phone: 727.464.4062 V/TDD or 711 for the hearing impaired. Contact should be initiated at least seven days before the scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven days.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of following has been electronically filed with the Clerk of Courts, and furnished via electronic mail to Don Hendry, Esq., counsel for the Petitioner, and Kathy George, Guardian Ad Litem, on the 3rd of November, 2023.

Respectfully Submitted,
STEVEN GLAROS & ASSOCIATES

By: Casey E. Gregory, Esq., for:
STEVEN J. GLAROS, ESQUIRE
FLORIDA BAR NO.: 16027
2385 Tampa Road, Suite 3
Palm Harbor, Florida 34683
Ph: (813) 854-1234 / Fax: (813) 854-1221
E-Mail: Staff@glaroslaw.com
Secondary E-Mail: Steven@glaroslaw.com
Tertiary E-mail: CaseyG@glaroslaw.com
Attorney for the Respondent

cc: Judicial Assistant, Via E-Mail



5 mail 25
Lgalt

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
FAMILY LAW DIVISION**

**IN RE: THE MATTER OF:
JAMES LUCIAN GRANGER,
Petitioner,**

**Case No.: 2023-00309-FD
Division: 14**

and

**LOUISE VICTORIA GOETZ,
Respondent.**

ORDER ON CONTINUED HEARING

THIS CAUSE came before the Court on November 27, 2023, upon the Petitioner/Father's Verified Motion for Temporary Timesharing filed on 6/23/23, Respondent/Mother's Motion for Contempt and Enforcement filed on 7/13/23, the Respondent/Mother's Motion to Consolidate filed on 8/18/23, and the Respondent/Mother's Motion for Temporary Ultimate Decision Making Authority filed on 8/11/23. Present before the Court for the aforementioned hearings was the Petitioner/Father, James Lucian Granger, his counsel, Don W. Hendry, Esq., the Respondent, Louise Victoria Goetz, and her counsel, Steven J. Glaros, Esq. The Court, having reviewed the file, and being otherwise duly advised in the premises, it is hereby:

ORDERED AND ADJUDGED that the Petitioner/Father's Verified Motion for Temporary Timesharing is hereby DENIED without prejudice. It is hereby;

FURTHER ORDERED AND ADJUDGED that the Respondent/Mother's Motion for Temporary Ultimate Decision Making Authority is hereby DENIED without prejudice. It is hereby

FURTHER ORDERED AND ADJUDGED that the Guardian Ad Litem will provide her Final Supplemental Report by March 18, 2024. It is hereby;

FURTHER ORDERED AND ADJUDGED that a Pretrial Conference is hereby set for January 9, 2024, at 4:00p.m. for 30 minutes. The ZOOM information is: Meeting Id: 979-3979-1436 and the Passcode is: 273778. It is hereby;

deadline

FURTHER ORDERED AND ADJUDGED that a Final Witness List will be determined at the Pretrial Conference. It is hereby;

FURTHER ORDERED AND ADJUDGED that the parties will be required to draft and file

and appropriate Pretrial Memorandum by January 4, 2023. It is hereby;

FURTHER ORDERED AND ADJUDGED that the Discovery cut off date will be April 8, 2024, and the exchange of Discovery shall be completed by April 15, 2024.

DONE AND ORDERED in Clearwater, Pinellas County, Florida, on this 12th day of December, 2023.

23-000309-ED-12/12/2023 1:39:32 PM

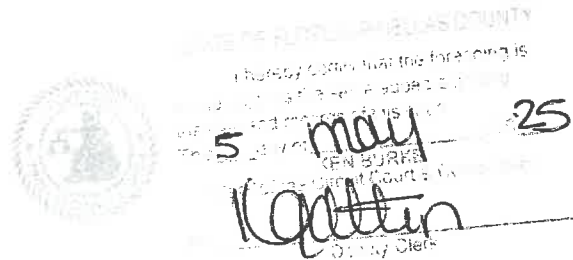
Circuit Judge Frederick L. Pollack

23-000309-ED-12/12/2023 1:39:32 PM

FREDERICK POLLACK - Circuit Court

Judge

CC: Don W. Hendry, Esq., attorney for the Petitioner/Father
Richard Mockler, Esq., new attorney for the Petitioner/Father
Steven J. Glaros, Esq., attorney for the Respondent/Mother



**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, STATE OF FLORIDA
FAMILY LAW DIVISION**

In re: the Matter of:

JAMES L. GRANGER,

Petitioner,

and

LOUISE V. GOETZ,

Respondent.

Case No.: 23-000309-FD

Section: 14

ORDER ON STIPULATION FOR SUBSTITUTION OF COUNSEL

This matter, having come before the Court upon the Stipulation for Substitution of Counsel (the "**Stipulation**"), and the Court having reviewed the Stipulation and the court file, it is hereby, ORDERED AND ADJUDGED as follows:

1. The Stipulation for Substitution of Counsel is hereby GRANTED.
2. **Richard J. Mockler, Esq.**, of Mockler Leiner Law, P.A., is hereby substituted as counsel of record for Petitioner, James L. Granger ("**Father**").
3. Don W. Hendry, Esq., and Hendry & Parker, P.A., is relieved of any further responsibility in connection with this cause.

DONE AND ORDERED in Chambers in Pinellas County, Florida on this 9th day of December, 2023.

Electronically Conformed 12/9/2023

Frederick Pollack

Honorable Frederick Pollack

Copies furnished to:
All counsel of record

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
FAMILY LAW DIVISION

In re: The Matter of:

JAMES LUCIAN GRANGER,
Petitioner,

Case No.: 2023-00309-FD

and

Section: 14

LOUISE VICTORIA GOETZ,
Respondent.

ORDER SETTING PRE-TRIAL CONFERENCE VIA ZOOM

THIS CAUSE came before the Court on November 27, 2023, for a continued hearing on the Respondent's Motion for Contempt and Enforcement, filed on July 13, 2023, the Respondent's Motion to Consolidate, filed on August 18, 2023, the Respondent's Motion for Temporary Ultimate Decision-Making Authority, filed on August 11, 2023, and pursuant to Rule 12.200, Fla. Fam. L. R. P. Present before the Court appeared JAMES LUCIAN GRANGER, the Petitioner; Don Hendry, Esq., Counsel for the Petitioner; LOUISE VICTORIA GOETZ, the Respondent; and Steven J. Glaros, Esq., Counsel for the Respondent. No court reporter was present. The Court having reviewed the court file, having heard argument, proffers and stipulations of counsel and the parties present before the Court, and being advised in the premises does accordingly make the following FINDINGS OF FACT and CONCLUSIONS OF LAW:

1. The Petition to Determine Paternity and for Related Relief filed by the Petitioner on January 12, 2023, and the Counter Petition to Establish Paternity and for Related Relief filed on January 23, 2023, are pending before the Court. Pleadings are closed, and all more than 20 days have passed since any motion relative to the pleading has been disposed.

2. This case is at issue and ready for trial as contemplated in Florida Family Law Rule of Procedure 12.440(a). The parties are updating their discovery responses by April 8, 2024, and the exchange of Discovery shall be completed by April 15, 2024.

3. The Court finds good cause, after consideration of the factors set forth in Rule 2.530, Fla. R. Gen. Prac. & Jud. Admin., to conduct the 30 minute Pre-Trial Conference using

Granger v Goetz, 6th Judicial Circuit (Pinellas) Case No.: 2023-00309-FD/14
Order Setting Pre-Trial Conference Via Zoom (Paternity)

audio-video communication technology and allowing the parties to appear for same via Zoom video conferencing. The Meeting ID and Passcode for the hearing as set forth below were also shared with the participants orally during today's hearing.

WHEREUPON it is therefore, **ORDERED and ADJUDGED** as follows:

1. This cause is set for Pre-Trial Conference on January 9, 2024, at 4:00 p.m. ~~XXXXXX~~ before the undersigned Circuit Judge, **via video conferencing through Zoom. Thirty (30) minutes** are reserved for this hearing. No account is necessary on Zoom to participate, and the parties may participate by going to <http://www.zoom.us/> on any computer, laptop, i-pad, smartphone, or similar device, and clicking on the link to "Join a Meeting" using the following meeting ID: 97939791436 and passcode ~~XXXXXX~~ ²⁷³⁷⁷⁸. If a party connects to Zoom via a computer, laptop, tablet, i-pad, or smartphone, and the device has audio/video, the participant will be able to see and hear all other attendees, as well as be seen and heard in the hearing. If by some chance a participant does not have access to a device with a camera/microphone, then logging into the Zoom teleconference from such a device will allow you to see all of the other participants, but you likely will not be able to hear us, nor will you be able to be heard, unless you also call into the Zoom meeting (like you would do for a traditional conference call). Persons participating in the Zoom hearing without a computer having audio and visual capabilities may appear telephonically for the Zoom hearing by calling (646) 558-8656, (301) 715-8592, or (253) 215-8782 and using the same meeting ID ~~with the password XXXXXX~~ ²⁷³⁷⁷⁸ and passcode.

Parties/counsel already in the Clearwater Courthouse may appear in person in chambers if desired.

2. Parties should adhere to the following guidelines for this Final Hearing via Zoom:

A. This is not a meeting. This is a court hearing. Dress and behave as if you were attending court in person. Pay attention to the time, as there are likely other hearings following yours and the hearing will need to conclude on time.

B. At the start of the hearing all participants will be in a virtual waiting room, and the parties, counsel, and any court reporter, will be admitted in the virtual hearing by the presiding judge upon the start of the hearing.

C. Please "rename" yourself on Zoom to show your actual name, so you can be readily identified by others for your hearing.

D. Any witnesses will be left in the waiting room until such time as they are "called" to testify, at which point they will be admitted to the virtual hearing room.

Granger v Goetz, 6th Judicial Circuit (Pinellas) Case No.: **2023-00309-FD/14**

Order Setting Pre-Trial Conference Via Zoom (Paternity)

E. If at any point in a hearing an attorney needs to confer with his/her client separately, they may advise the Court and the presiding judge (if appropriate) will open a “breakout room” and assign the attorney and party to the breakout room for them to have their conversation outside of the presence of the Court and other participants. Similarly, if counsel for all parties need/want to speak together with the Judge without the parties present, they may make such a request and (if appropriate) the Court will open a “breakout room” for that conversation to occur, akin to how counsel may meet with a Judge in chambers prior to a traditional in-person hearing.

F. Parties will be able to use the “chat” feature to communicate directly with their counsel – **but be sure to select only the person to whom you wish to chat, or else you will risk sharing your chat with all participants – including the other side and the Judge.**

G. The same rules, which apply to a hearing in person before the Court, also apply to a video hearing through Zoom.

H. No minor children are permitted to attend, or be present in the room where any participant is attending, the virtual hearing via Zoom. Persons with minor children of the action in the same building where the participant is appearing should take all reasonable steps to insure the minor children are not exposed to the proceedings. Participants may wish to use earbuds or headphones to assist in shielding the children from the litigation.

I. When speaking, remember to look directly at the webcam, not at the screen.

J. Position the camera at your eye level or slightly above eye level, and be mindful of what is behind you as everyone participating in the hearing will be able to see.

K. Check the lighting. Light from a window behind you might blind the camera, making you look dark. Light above you in the center of a room might also cast shadows. Ideally, position a lamp, or sit facing a window, where light is directly on your face.

L. Participants should speak one at a time and pause prior to speaking in case there is any audio/video lag for any other participant(s).

M. Participants are encouraged to mute themselves when not speaking in order to avoid any potential background noise.

N. When a participant is speaking to another specific participant, s/he must address that participant by name each time.

O. You may ask to show a witness a documentary exhibit which has been timely provided, in advance, to the court (in the manner provided for herein below), and/or the Court will "share a screen" to enable all persons attending via video to see the exhibit during the inquiry.

P. If a party/attorney has an objection, they should state "objection" in a loud, clear voice, followed by a two or three word statement of the objection, and the other speaker should pause and allow the court to address the objection before continuing.

Q. If you have a non-documentary exhibit – such as an audio or video file – it is the responsibility of the party/attorney presenting such audio/video file at the hearing to provide the undersigned's office some memory device (DVD, CD-ROM, flash-drive, etc.) with a copy of the file to be presented at the hearing, at least five (5) days prior to the scheduled hearing.

R. **It is the responsibility of counsel, prior to the scheduled hearing, to insure not only the attorney, but the attorney's client(s) and any witness(es) for their client: (1) have access to Zoom; (2) have access to the exhibits for which they will be testifying; and (3) are familiar with the use of Zoom.**

S. If the proceeding is one in which the court is required to create a record, the Court will have the digital court reporter enabled. For any other proceedings, it is the responsibility of a party desiring a formal record to obtain and provide a court reporter to attend in the manner set forth above. No participant other than the Court is authorized to record the proceeding. Use of any recording of this proceeding by anyone other than the Court to prepare official transcripts is prohibited. Any recording other than what is made by the Court is not the official record and may not be used in future trial or appellate proceedings.

3. By no later than 5:00 p.m. on Thursday, January 4, 2024, the parties (or their attorney if represented) are directed to each file with the Court and serve on the opposing side a current **Pre-Trial Memorandum** setting forth the following:

A. The Children

1. For each child provide a brief statement of the child's: name; age; date of birth; school attending (if any) and start date at same; child care provider (if any) and schedule for use of same; extra-curricular activities (if any) in which the child is participating and schedule for same; any particular special needs of the minor child.

2. Proposed time-sharing schedule / parenting plan.

B. Child Support Guideline Calculation Information

1. Gross Income for each party

2. Allowable Deductions for each party

3. The proposed calculation of overnight timesharing afforded to each parent.

4. The cost of the health insurance premiums for the minor child(ren), and whom is paying same.

5. The cost of child care for the minor child(ren) and whom is paying same.

6. Is deviation from the guidelines sought? If so, then:

a. Upon what basis?; and

b. What deviation is proposed?

C. Attorneys' Fees and Court Costs

1. The amount of attorneys' fees and court costs sought by either party from the other (with a breakdown of "to date" as well as an estimate through conclusion of trial).

D. Miscellaneous

1. Any request for amendments to the pleadings.

2. Necessity for further discovery. Discovery subsequent to the Pre-Trial Conference shall be permitted only on order of the Court for good cause shown and which will not delay the trial of this cause.

3. List admissions and stipulations to avoid unnecessary proof.

4. Any pending motions seeking resolution prior to or at trial. *All motions not heard ten (10) days prior to trial (unless stipulated by the parties or ordered by the Court to be heard at the time of trial itself) shall be deemed abandoned or waived, absent good cause shown.*

5. Any requests for judicial notice.

6. A list of the issues to be resolved at the trial.

7. Estimate of the time needed for trial. *(The parties will be expected to complete the trial within the allotted time which the Court will equitably allocate between the parties.)*

4. Attach to the **Pre-Trial Memorandum** the following:

A. A current, fully executed, Family Law Financial Affidavit.

B. A proposed Parenting Plan *(if applicable)*.

C. A completed Child Support Guideline Worksheet *(if applicable)*.

D. A proposed schedule of any retroactive child support due/sought

E. A witness list providing all names, addresses and telephone numbers of individuals who may be called by a party as a witness at the trial. The witness list shall specifically designate any and all expert witnesses. ~~This witness list shall be the party's FINAL witness list, except for witnesses added due to the GAL's supplemental report to be rendered by 3/18/2024.~~

F. An exhibit list detailing all photographs, exhibits and documentary evidence which the party intends to use at trial.

5. **Counsel shall immediately notify this Court in the event of settlement.** As no jurisdictional testimony is required in this action, if the action is settled prior to the Pre-Trial Conference, Counsel for the parties may upload an agreed upon Final Judgment, ratifying the parties' memorialized agreement, and including language cancelling the Pre-Trial Conference, for the Court's consideration and electronic signing via the Judicial Automated Workflow System (JAWS), provided a cover letter is uploaded with same detailing that all parties (or their counsel if represented) have reviewed and approved the form and substance of the agreed upon uploaded

Final Judgment – as well as indicating the date/time of the Pre-Trial Conference to be cancelled and removed from calendar.

6. Failure to comply with the requirements of this Order may subject the party and/or counsel to such sanctions as the Court shall determine just and proper under the circumstances.

7. See additional provisions below Judge's Signature, marked with ***

DONE AND ORDERED in chambers at Clearwater, Pinellas County, Florida, this 27th day of December, 2023.

Electronically Conformed 12/27/2023

Frederick Pollack

FREDERICK L. POLLACK

Circuit Judge, Family Law Section 14

Copies furnished via email to:

Steven Jaime Glaros, Esq.

Staff@GlarosLaw.com

Steven@glaroslaw.com

Casey@GlarosLaw.com

nicole@glaroslaw.com

Richard Mockler, Esq.

richard@mlfloridalaw.com

service@mlfloridalaw.com

Kathy C. George, Esquire as GAL

kathy@flmaritalaw.com

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Human Rights Office, 400 S. Ft. Harrison Ave., Ste. 300, Clearwater, FL 33756, (727) 464-4062 (V/TDD) at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

*** Additional provisions imposed at hearing: Guardian Ad Litem will issue her final written supplemental report by 3/18/2024, but she will be permitted to testify at the final hearing as to any additional events/investigation/findings occurring after rendition of same without need of any additional written reports and with the Court waiving the 20 day requirement. The Court also abbreviates the time for responding to any discovery requests propounded after 11/27/2023 down from 30 days to only 14 days to respond - this is for ALL discovery requests, not just those propounded upon the GAL. The deposition of the GAL is set for 3/25/24 from 9am - 1pm.

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CASE NO.: 2023-00309FD-14

IN RE: THE MATTER OF:
JAMES LUCIAN GRANGER,

Petitioner,

and

LOUISE VICTORIA GOETZ,

Respondent.

PROCEEDINGS: Motions

BEFORE: THE HONORABLE L. FREDERICK POLLACK
Circuit Court Judge

DATE: November 27, 2023

TIME: 9:06 a.m. - 12:13 p.m.

PLACE: Clearwater Courthouse
315 Court Street, Room 468
Clearwater, FL 33756

REPORTED BY: David Thorbus, CER
State of Florida, Notary Public

PAGES 1 - 136

MAXA ENTERPRISES, INC.
28050 U.S. Highway 19 N., Suite 105
Clearwater, FL 33761
(727)441-2404

1 APPEARANCES:

2

3 STEVEN J. GLAROS, ESQUIRE
 4 CASEY E. GREGORY, ESQUIRE
 5 STEVEN GLAROS & ASSOCIATES
 13513 Prestige Place, Suite 101
 6 Tampa, Florida 33635
 steven@glaroslaw.com

7 Attorney for Respondent

8

9 DON W. HENDRY, ESQUIRE
 10 HENDRY & PARKER, P.A.
 1659 Achieva Way, Suite 125
 11 Dunedin, Florida 34698
 info@hendryparker.com

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13 Attorney for Petitioner

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THE COURT: I will place us formally on the record in Case No. 23-000309. Family Division 14. James Granger and Louise Victoria Goetz. Judge Fred Pollack presiding.

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And since we do have the benefit of a court reporter, I know he just got down your individual appearances. Now we'll at least go through the formality of having everybody announce themselves for the record, starting on the right and just moving all the way around the table.

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MR. HENDRY: Don Hendry, counsel for Jim Granger, the father.

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MR. GRANGER: James Granger, the father.

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MS. GEORGE: Kathy C. George, the guardian ad litem.

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MS. GOETZ: Louise Goetz, the mother.

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MR. GLAROS: Attorney Steven Glaros on behalf of Louise Goetz.

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THE COURT: All right. So when we were last here at the start of this month everybody had agreed to submit themselves to some testing on there. I'm presuming by now you all have gotten back the results of that testing. I don't know if that has then led you all to be able to enter into any kind of

1 agreements or what of the myriad of motions that,
2 essentially, we had kicked down the road from earlier
3 this month to today has been resolved or still needs
4 resolution on there.

5 So I'm just going to go through them, at least
6 the ones that I have written down in the order of
7 when they were filed and find out if you all have
8 reached some accord or if we need to resolve them
9 today.

10 First up would be Mr. Granger's Verified Motion
11 for Temporary Relief filed back on June 23rd of this
12 year. Has that been resolved, or do we need to
13 proceed on that?

14 MR. HENDRY: We need to proceed.

15 THE COURT: Okay. For the Mother's Motion for
16 Contempt and Enforcement filed on July 10th. I don't
17 remember if we had started to resolve that and then
18 it got kind of tabled by the wayside for
19 negotiations.

20 Is that still at issue, or is that taken care
21 of, Mr. Glaros?

22 MR. GLAROS: I'm trying to figure out which one
23 that is. We had two that were pending. One was
24 resolved. That was the one in regards to the drug
25 screen as the parties submitted to drug testing

1 immediately after.

2 The second one was violations of the No Contact
3 Order which would still be pending for today.

4 THE COURT: Okay. I know one was filed on July
5 10th and on the 13th. So let me pull up one of the
6 two of them and see which one is which. The 13th is
7 regarding no contact, so I'm going to understand July
8 10th would be regarding the drug screening, so that
9 one is taken care of obviated by virtue of the
10 testing, right?

11 MR. GLAROS: Yes, sir.

12 THE COURT: But the one on the no contact on
13 July 13th, that's at issue?

14 MR. GLAROS: That's correct.

15 THE COURT: Okay. How about the one that you
16 filed on behalf of your client for temporary ultimate
17 decision-making authority on August 11th?

18 MR. GLAROS: That's still pending as well,
19 Judge.

20 THE COURT: Okay. Then the Motion to
21 Consolidate you filed on August 18th?

22 MR. GLAROS: That's correct. It's still
23 pending.

24 THE COURT: And that's related to this and the
25 corresponding Domestic Violence Injunction with a

1 return hearing set on December 5th?

2 MR. GLAROS: Yes, sir.

3 THE COURT: Okay. And then we also -- you had
4 filed an Emergency Motion to Continue the November
5 1st hearing. Am I correct in that's then obviated by
6 virtue of the agreement --

7 MR. GLAROS: Correct.

8 THE COURT: No problem.

9 Was there anything anybody else had that I
10 missed?

11 MR. HENDRY: No, sir.

12 MR. GLAROS: I don't believe so, sir.

13 THE COURT: Okay. All right. So we have a half
14 day to go through things on here. Let me go ahead
15 and get all three parties, including the guardian, to
16 raise your right hand.

17 (The parties and the guardian ad litem were duly
18 sworn on oath by the Court.)

19 THE COURT: Okay. So I imagine that at least
20 the -- I'll say the competing Motions for Temporary
21 Relief; one side requesting ultimate decision, the
22 other wanting some more than that. Those definitely
23 overlap. I will presume that the issues relating to
24 violations of a no contact are going to be material
25 towards that.

1 So I don't know that there's anything that needs
2 to be kept separate as opposed to just placing on the
3 entirety of your cases there with the exception of
4 perhaps a request for consolidation, which is
5 probably best considered after we get through the
6 first, so I will understand how it could all overlap
7 significantly.

8 That being said, any opening, Mr. Hendry?

9 MR. HENDRY: No, Your Honor.

10 THE COURT: Any opening, Mr. Glaros?

11 MR. GLAROS: Briefly, Your Honor.

12 THE COURT: Go ahead.

13 MR. GLAROS: Your Honor, we were able to
14 schedule the deposition of Ms. George last week. I
15 do have copies of the transcript for everybody for
16 their reading enjoyment.

17 It's my understanding that, based on the
18 deposition, that Ms. George is unable to go along
19 with the findings in her report at this time. She's
20 in need of more time to do an addendum to her report.
21 So that is something that needs to be addressed
22 probably before we get started on any of these
23 temporary relief issues as she is having more
24 information needed.

25 THE COURT: What's going on, Ms. George?

1 MS. GEORGE: Well, Your Honor, at this time, I
2 think I need to speak a little bit more with Dr.
3 Kline, Levi's therapist, as well as Kathy Suarez's
4 testing results. So some of the information I
5 received from Dr. Kline was concerning to me on
6 behalf of the minor child, so I want to be able to
7 touch base with him a little bit more to explore
8 those issues to see if there's something else that we
9 need to do.

10 THE COURT: Are they both here this morning? If
11 memory serves, Mr. Glaros had filed a notice of
12 issuance of subpoena for those two folks.

13 MR. GLAROS: Ms. Suarez -- I'm sorry. Is that
14 addressed to me?

15 THE COURT: Go ahead.

16 MR. GLAROS: Ms. Suarez is here. Dr. Kline was
17 requiring a \$1,500 retainer, and in light of what
18 Ms. George discussed at the deposition, we released
19 him from his subpoena for today as we knew he would
20 be coming back on a later issue to discuss those when
21 she has the opportunity to meet with him and further
22 investigate.

23 THE COURT: How long are you requesting, and
24 what is it specifically you believe that you need to
25 discuss with those folks?

1 MS. GEORGE: With Kathy Suarez, I need to talk
2 about the latest PETH test and the ranges that the
3 parties had fallen into.

4 Dr. Kline, I need to speak with him a little bit
5 more about the issue of counseling because when I did
6 my report, I think he -- if I recall correctly, he
7 only saw the child maybe once, maybe twice, but I
8 know in the last month, there has been additional
9 things that have happened and transpired.

10 Dr. Kline and I have exchanged correspondence
11 which that's alarming for me on behalf of the minor
12 child.

13 I also want to be able to contact some of the
14 police investigators with regard to a couple CPI
15 reports because there's additional information that I
16 received after I issued my report that causes concern
17 for -- from the credibility and information that was
18 received in the reports.

19 MR. GLAROS: And I believe you testified that
20 you are awaiting correspondence from Dr. Hicks as
21 well?

22 MS. GEORGE: Yes. I apologize. And Dr. Hicks
23 as well. I'm trying to get the testing results for
24 medical dosage for the parties to be -- so I can
25 compare that with Kathy Suarez's information, so...

1 THE COURT: Okay. Do you know how long that is?

2 MS. GEORGE: I would say probably a couple of
3 weeks. I know with the holiday, I was not able to
4 get ahold of anybody between my deposition and today.
5 So I would say a couple weeks should be able to get
6 me enough time to be able to speak with Dr. Hicks,
7 the investigators, Dr. Kline, and Kathy Suarez.

8 THE COURT: Mr. Hendry?

9 MR. HENDRY: Your Honor, I understand that she
10 needs to look into this more. I know that it has
11 caused her some concern on whether or not she can go
12 along with her interim recommendations.

13 It looks like the issues are, one, that PEth
14 test -- I will just come out and let the Court know,
15 Mr. Granger did test relatively high, which was -- I
16 think his NG amount was 63. Ms. Goetz, her NG amount
17 was 27. Based on that, Mr. Granger had agreed to
18 reimburse Ms. Goetz for the payment of the test. He
19 is going to do that.

20 But, certainly, I need to speak to Ms. Suarez
21 and potentially another expert in this case because
22 my understanding the PEth, zero to 20 is little to no
23 consumption. 20 to 200 is moderate or significant
24 consumption. And then over 200 is heavy consumption,
25 akin to being an alcoholic.

1 That being said, the levels were increased this
2 time, but I don't believe anybody -- Ms. Suarez, Ms.
3 George -- or Attorney George or anybody else can
4 testify to the fact that Mr. Granger was necessarily
5 consuming alcohol during timesharing. There is no
6 evidence of that.

7 So, obviously, some of these issues, I think,
8 need further investigation, but we certainly would
9 like to be in a position where Mr. Granger can get
10 some more time in the interim since this thing is
11 just kind of taking a long, long time.

12 And Attorney George has done a great job on the
13 case. The money has become a real issue for my
14 client. He's -- I think with the most recent bill
15 from Ms. George -- his amount is going to be near
16 \$9,000. She's doing a lot of work. A lot of hard
17 work. Ms. Goetz is on the hook for it as well, but
18 my client is getting to the point where he is having
19 difficulty affording it.

20 I hope we can -- I don't know if we -- I know
21 more things need to be done, but I would like to be
22 able to potentially get this on the trial docket so
23 we could have kind of a drop-dead date and come to a
24 conclusion because he is just being bled out. He
25 just can't afford for it to go on forever.

1 But I would like to at least fashion a step-up.
2 I know that was the goal initially. Right now, Mr.
3 Granger is getting two nights every other weekend.
4 He did just have a Thanksgiving holiday, which went
5 very well, but we would at least like to be able to
6 increase his timesharing in the interim.

7 THE COURT: To what?

8 MR. HENDRY: We would be asking for -- to split
9 Christmas, the Christmas holiday, which I believe
10 starts on December 21st. They go back on January
11 8th. Right now, he has every other Friday and
12 Saturday night. We would like that to be increased
13 to every other Wednesday until Sunday evening.

14 And I don't think there's any indication that
15 there's been any problem with the timesharing so far.
16 He's been having his timesharing since July.

17 THE COURT: Just so I know, Ms. George,
18 obviously, you've already shared with the parties
19 what your interim recommendations have been. The
20 indication is that now you have concern -- some
21 concern with them.

22 So I will understand, what was that
23 recommendation as to at least interim timesharing?

24 MS. GEORGE: Your Honor, at that time, I had
25 recommended in my report equal timesharing for the

1 parties, and shared parental responsibility, and
2 splitting holidays.

3 THE COURT: Okay. Here's my initial thoughts.
4 If Ms. Suarez is out there, it would seem the most
5 logical thing is to get her in here so that you all
6 can ask all of your respective questions, including
7 the guardian.

8 Then that may provide an opportunity for the
9 guardian to have better feelings as to what she's
10 thinking or otherwise on those ancillary matters with
11 Drs. Hicks and Kline. Maybe see if it's possible for
12 you to be able to have a phone conference or
13 something with Dr. Kline even this morning to at
14 least touch base at an interim.

15 I don't expect everything to be perfect when you
16 all are coming in for temporary relief. One of the
17 very natures of temporary relief is that it is always
18 subject to reconsideration by the Court as your cases
19 develop, evidence develops, and you each know and
20 learn different things. That's why we have such a
21 broad range of discretion when it comes to those
22 matters because it is an ever-moving bouncing ball.

23 I do believe, Mr. Hendry, you are correct in the
24 general notion that multiple or ongoing or consistent
25 temporary relief hearings can be exhausting both

1 physically, emotionally, and financially. So more
2 than just two things. And if it's not going to be a
3 protracted amount of time, it makes sense to just get
4 folks to finality, but I don't want to deny you the
5 ability of having the temporary relief request that
6 you are seeking here for tweaking or, you know,
7 increasing.

8 I don't know what those perspectives are dealing
9 with the holiday times. And at the moment, I'm not
10 certain how much time you all believe you would need
11 for that ultimate final hearing. Meaning, how many
12 days we're looking for that.

13 I can tell you, most likely, in setting a
14 multi-day final hearing, you're probably going to be
15 somewhere in the calendar of March or April or
16 something like that. My calendars tend to always
17 consistently run about three or four months out. It
18 could be a little longer. Usually I have folks put
19 together pretrial memos, as you know, that refines
20 all of this information so that I can have that more
21 clear, but we may be able to address that.

22 Any reason that we shouldn't at least make use
23 of the time, since everybody is here this morning,
24 and get everybody on the same page with whatever
25 Ms. Suarez is going to fill us in on the screening

1 and the results and what she believes all of that to
2 mean? Obviously, then, if you're going to pursue
3 getting some separate expert to challenge that
4 information, you too will know what it is that person
5 is saying.

6 From my end, I'll tell you my recollection of
7 when we were here at the start of this month is I did
8 not remember mom's baseline on the PEth test. I knew
9 that both of them were deemed, at that point in time,
10 something along the lines of moderate. I only knew
11 dad's number, which was a 32, because of the parties'
12 agreement that if it was higher than that, he would
13 reimburse for the PEth test.

14 But, yes, I have no idea if an increase from 32
15 to 60-something is significant or insignificant in
16 the grand scheme. That's something that I would need
17 an expert like Ms. Suarez to come in and let me know
18 what the heck any of those numbers mean anyway.

19 So any reason we shouldn't just bring her in and
20 let you all ask questions of her?

21 MR. HENDRY: No, Your Honor.

22 MR. GLAROS: That's fine. Could we have maybe
23 a half an hour to discuss it with her because we
24 didn't even know she was coming today?

25 THE COURT: Well, you subpoenaed her.

1 MR. GLAROS: We did initially, but she --

2 THE COURT: Here are my quick thoughts. I don't
3 have a problem with giving you all an opportunity for
4 the three of you all to go converse with her, even
5 together outside in the hallway, to discuss that, and
6 to reach out to find out if it is possible for
7 Ms. George to also speak with Dr. Kline to the extent
8 it helps you all facilitate things.

9 What I don't want to have happen is that we burn
10 through three hours' worth of time and don't make
11 progress on the respective motions. So regardless of
12 how much time we spend trying to smooth this out, you
13 know, candidly, in about 40 minutes, we're starting
14 this hearing in one way, shape, or form or another
15 where you all are putting forth what you've got.

16 So, yes, I will afford you the opportunity for
17 the lawyers to step out. I will have the parties
18 also leave so that there's no concern of them
19 engaging in conflict here with the No Contact Order.
20 You all can act like adults out there in the hallway
21 and talk amongst yourself. I don't think there's a
22 trial going on.

23 But, deputy, if you will give me an update in
24 about 15, 20 minutes as to how things are going.
25 Everybody should anticipate we are starting with

1 whatever information we have by 10:00 a.m., so I can
2 throw whatever Band-Aid, whether it's keep it the
3 same, do this, do that while you're moving forward,
4 and I'm going to look ahead at my calendar so by the
5 time you get back here, I can give you an idea
6 particularly if during that time you all have a
7 general idea of how many days you would be seeking on
8 the Court's calendar for a final. Order?

9 MR. GLAROS: Can I ask Ms. George a quick
10 question?

11 THE COURT: Go right ahead.

12 MR. GLAROS: Ma'am, at your deposition last
13 week, you indicated that you would be recommending
14 that the timesharing schedule remain as is; is that
15 the case?

16 MS. GEORGE: At this time, yeah, because I still
17 need to have that information from Mr. Kline,
18 Dr. Hicks, and anybody else.

19 MR. GLAROS: CPI investigator and Ms. Suarez?

20 MS. GEORGE: And Ms. Suarez, yes. There are
21 four of them.

22 THE COURT: Okay. Anything else?

23 MR. HENDRY: A brief question on that.

24 Mr. Glaros, do you have more questions for her?

25 MR. GLAROS: No. Go ahead.

1 MR. HENDRY: But you also recommended that with
2 some safeguards that the parties split the holiday
3 coming up, correct?

4 MS. GEORGE: The Christmas holiday, yes.
5 Soberlink or something so we can identify if there's
6 been drinking while the child is with them.

7 THE COURT: Probably things that are worthy of
8 discussion there outside, if anybody needs, I think I
9 have some copies of the Soberlink guides here that
10 tell you what all their different plans are, stuff
11 like that, and the costs. I will give one to each
12 side.

13 MR. GLAROS: Thank you, sir.

14 MR. HENDRY: Thank you.

15 THE COURT: Those are the ones I keep around
16 here to look to remind myself when I have to fill in
17 orders. I'd appreciate getting at least one of them
18 back, but otherwise, we are in recess, and I will see
19 you all back here before 10:00 a.m. If you all agree
20 to something before then, just let the deputy know,
21 and we will come back in.

22 MR. GLAROS: Thank you, Judge.

23 (Break taken.)

24 THE COURT: Hopefully everybody had a chance to
25 speak to Ms. Suarez and hopefully get some of your

1 questions answered. I'll ask, then, before we pick
2 back up on here, any agreements reached while you all
3 were out in the hallway, or do we still just need to
4 pick it up with potentially having Ms. Suarez come in
5 to testify?

6 MR. GLAROS: We have an agreement, I believe, on
7 some issues.

8 MR. HENDRY: For the Christmas holiday.

9 THE COURT: Okay. What have you all agreed to?

10 MR. GLAROS: I believe -- do you want me to
11 start off?

12 MR. HENDRY: Yes, if you want.

13 MR. GLAROS: Sure. The parties have agreed for
14 the holiday break, the father will have the first
15 three days of break starting the 22nd through noon on
16 Christmas Day. The exchange will take place at -- is
17 it Publix still?

18 MS. GOETZ: Yes.

19 THE COURT: Christmas Day is?

20 MR. GLAROS: The 25th.

21 THE COURT: Thank you. For the parties, I think
22 I've told you before, I'm Jewish. I have no dog in
23 the fight as to how folks define Christmas Eve,
24 Christmas Day, and I candidly get them confused
25 sometimes in my brain, so it's always worth it for me

1 to get that clarified.

2 Okay. So until noon on 12/2.

3 MR. GLAROS: Then the mother will have three
4 consecutive days, so she will have the 25th, 26th,
5 and 27th overnight. Then the father will have three
6 consecutive days, the 28th, 29th, and 30th. The mom
7 will have the 31st, 1st, and 2nd. The father will
8 have the 3rd, 4th, and 5th. Then the child returns
9 to mom on the 6th, and we recommence the regular
10 schedule, whatever that may be.

11 The parties have agreed that during this
12 timesharing that they're going to submit either to
13 Soberlink or CheckBAC, which was suggested by
14 Ms. Suarez. It's through Tampa Bay Monitoring. The
15 parties will have monitoring at 9:00 a.m., 12:00
16 p.m., 3:00 p.m., 6:00 p.m., and 9:00 p.m. during
17 their timesharing.

18 Then subsequent to that, both parties will
19 submit it to an ETG-ETS.

20 THE COURT: Hold on. I'm going to write that
21 one down. Submit to ETG-ETS.

22 MR. GLAROS: Alcohol test, which has a look-back
23 period of 48 to 80 hours.

24 THE COURT: Okay.

25 MR. GLAROS: The mother's test will commence on

1 December 29th. The father's will be on January 1st.
2 If there is a positive or missed test on the random
3 screening, they will submit to the ETG-ETS testing
4 the next day.

5 MR. HENDRY: I'm sorry. Just to clarify. So if
6 the parties test positive on either the Soberlink or
7 the CheckBAC, then the next day we would have the ETG
8 for confirmation on that.

9 MR. GLAROS: We're going to make sure that the
10 guardian has access to the test, as well as the
11 parties. I don't know if we need it. They'll get it
12 to us right away, I'm sure.

13 MR. HENDRY: Yes.

14 MR. GLAROS: Then subsequent to that, there will
15 be a nail test completed 30 days from now, and that
16 will be done -- do we do it one time per quarter or
17 twice per year?

18 MR. GRANGER: It goes back six months, so twice
19 per year.

20 MR. HENDRY: Twice per year should be fine.

21 Are you good with that?

22 MR. GRANGER: Going forward for how long?

23 Forever?

24 MR. HENDRY: Well, until we reach a resolution,
25 until we have a final hearing.

1 MR. GRANGER: (Indiscernible) a hearing within
2 the year.

3 MR. HENDRY: We better, right?

4 THE COURT: If you don't, it won't be because of
5 me, sir. I looked at my calendar, and we'll hear at
6 the end of this how much time you all think you'll
7 need.

8 MR. GRANGER: One of them, really, because April
9 or May, he has his calendar up now.

10 MR. HENDRY: Okay. Well, there will be one 30
11 days from now, which will bring us --

12 MR. GLAROS: Correct. Then again in six months.

13 MR. HENDRY: Okay.

14 MR. GLAROS: Do you all want to do it the week
15 before the trial, whenever that is?

16 MR. GOETZ: That's fine with me.

17 MR. GRANGER: Well, you'll need more than a week
18 to get the results back. If that's the case, it goes
19 back that far, why don't we just wait and do the one
20 before it because it's \$700.

21 MR. HENDRY: \$700?

22 THE COURT: These are things you all are
23 discussing. I point this out only because,
24 Mr. Granger, you're looking at me like I'm having
25 some input as to --

1 MR. GRANGER: No, I'm not.

2 THE COURT: -- that you all are agreeing to. I
3 don't know the cost. I don't know where those things
4 are.

5 If the intention of that is that you will do one
6 in a month from now and one six months from now, then
7 I would say before you agree to the one that's six
8 months from now, let's get through everything else
9 and figure out when we're going to have this trial
10 because if you all are wanting to make sure that
11 other one is done a certain period of time prior to
12 trial, I think you'll also want to know what are the
13 discovery cutoffs relative to anything with that.

14 So I get what the concern is there, but let me
15 hear what the rest of it was other than when that
16 follow-up of those ETG-ETS things are going to be.

17 MR. GLAROS: Yes, sir. I believe that is it as
18 far as our stipulation unless anybody has anything
19 else to add?

20 MS. GEORGE: Just the results from the nail
21 testing would be provided to myself as the guardian.

22 THE COURT: All right. It was the nail testing
23 that was the one that we were just discussing. Not
24 the ETG-ETS. That's something different.

25 MR. HENDRY: That, I believe, is a urine test.

1 THE COURT: Okay. All right.

2 So for the parties, you've already been sworn.
3 You've heard what was just said by the lawyers. Does
4 that match up with what each of you were expecting
5 this to be as your agreement?

6 MR. GOETZ: Sure.

7 MR. GRANGER: Yes.

8 THE COURT: Have you had sufficient time to
9 discuss those things with your respective counsel?

10 MS. GOETZ: Uh-huh.

11 MR. GRANGER: Yes.

12 THE COURT: Is that a yes?

13 MR. GOETZ: Yes, Your Honor.

14 THE COURT: And do you need any additional time
15 to speak with your counsel further before I
16 potentially adopt that agreement?

17 MR. GOETZ: No, Your Honor.

18 MR. GRANGER: No, Your Honor.

19 THE COURT: And are you entering into this
20 agreement freely and voluntarily?

21 MR. GOETZ: Yes.

22 MR. GRANGER: Yes, Your Honor.

23 THE COURT: Okay. I will accept the agreement,
24 understanding it was crafted amongst the parties, and
25 coordinate when that second nail test would be then.

1 All right. So that also takes care of the
2 winter holiday timesharing for what's affectionately
3 called the Christmas break or winter break on there.

4 So that only, then, leaves any additional
5 regular timesharing that you're seeking to be
6 increased in the interim. Before we get to that, so
7 you all can figure out how much we're talking about
8 in play, were you able to relatively pin down how
9 much time you were seeking to have the trial itself
10 in order to do your respective cases?

11 MR. GLAROS: I think two to three at the most.

12 MR. HENDRY: I think two should be sufficient.

13 MR. GLAROS: We will have three experts at
14 least. I don't know if you are bringing anybody
15 else.

16 MR. HENDRY: We will probably have one or two,
17 so I think two days. What do you think?

18 MR. GLAROS: We haven't heard from either one of
19 them yet. We've been here for two and a half days so
20 far. I would say three to be safe.

21 THE COURT: Anything that we're doing, I'm
22 looking at three just based on how this case has been
23 going.

24 MR. HENDRY: Yes, sir.

25 THE COURT: I would love for you all to finish

1 earlier. I don't want you all in a situation where
2 you run out of time, and then you try to get back on
3 my calendar, and suddenly, we're looking at squeezing
4 you in somewhere one or two months later.

5 But I do know that if I'm setting you for three,
6 I fully expect you all are going to get done in
7 three, which means each of your respective cases
8 should be built in such a day that you can present it
9 in less than a day and a half, and the other side
10 will have a day and a half.

11 So if we're trying to fast-track this, I could
12 still get you in on my normal three-month period and
13 start you on Wednesday, February 28th.

14 MR. HENDRY: I'm actually going to be out of
15 town from the 28th until March 5th.

16 THE COURT: Then we are not doing it then.

17 The next time that I can reasonably get you in,
18 it skips over March and picks up the week of April
19 8th, where I could get you set for Monday, Tuesday,
20 and Wednesday, the 8th, 9th, and 10th.

21 MS. GEORGE: I have a question because I do have
22 a trial scheduled the 3rd, 4th, and 5th.

23 THE COURT: Yes, ma'am.

24 MS. GEORGE: Will they require me to be here the
25 full time for Monday, Tuesday, and Wednesday because

1 that will be hard for me to be -- I will be two
2 trials back-to-back.

3 MR. GLAROS: I would assume she would need to
4 hear the testimony of the experts.

5 THE COURT: I would, for the most part, plan on
6 you needing two on there. So that -- particularly if
7 it impacts any of the rest of your testing or
8 changes, but if that's the concern --

9 MS. GEORGE: That's my initial concern. If
10 there's something maybe, like, the following week?

11 THE COURT: The following week, I could do it,
12 but it would be on the 17th, 18th, and 19th. So
13 Wednesday, Thursday, Friday instead of Monday,
14 Tuesday, Wednesday. I do have available the Monday,
15 Tuesday, Wednesday of the week of April 22nd.

16 MR. GLAROS: Somehow I have a temporary relief
17 set with Judge Polk on Thursday, the 18th, for half a
18 day.

19 THE COURT: You have a temp relief hearing set
20 five months out?

21 MR. GLAROS: Yes, sir.

22 MR. HENDRY: It's busy in Dade City, huh?
23 Judge, I'm actually -- I've got a trial in April
24 that's not on my calendar. It's a three day --

25 THE COURT: Do you want to call your office?

1 MR. HENDRY: Yeah. I can figure it out right
2 here. I've got it pulled up here. We're good.
3 Trial is not set until April 29th.

4 THE COURT: All right. So you heard me talk
5 about the days that were available in April.

6 Ms. George, you did not want to be out back-to-back
7 for the 8th, 9th, and 10th. I can do the 17th, 18th,
8 and 19th, but Mr. Glaros has the temp relief on the
9 18th.

10 So is everybody available the 22nd, 23rd, and
11 24th in order to get this done?

12 MS. GEORGE: Yes, Your Honor.

13 MR. HENDRY: Yes, Your Honor.

14 MR. GRANGER: That's the week that --

15 MR. HENDRY: What do you have?

16 MR. GLAROS: I have the largest convention I go
17 to twice a year. Last year it was in December, I
18 missed it. I am going to be dismissed from my
19 position as a consultant --

20 THE COURT: So you have to be there?

21 MR. GRANGER: I do have to be there.

22 THE COURT: Okay. That's fine. The following
23 week, I have available, which we can do the 29th,
24 30th, and 31st.

25 MR. HENDRY: I'm in a trial in Pasco, yes, sir.

1 THE COURT: So Mr. Glaros, I guess the first
2 question I have for you, that half-day temp on the
3 19th, do you have an associate who can cover that?

4 MR. GLAROS: I don't believe so. That's one of
5 mine.

6 THE COURT: So then we're talking about the
7 first week of May, May 6th, 7th, and 8th.

8 MR. GLAROS: I'm available.

9 MR. HENDRY: I am.

10 MR. GLAROS: I'm okay with Ms. George working
11 over the weekend, so she doesn't have to be out of
12 her office for so long.

13 MS. GEORGE: I'd like to not work on the
14 weekend --

15 THE COURT: As somebody who abuses themselves in
16 that particular methodology all the time, I will
17 remind you folks that family law is taxing on
18 everyone, and you have to make sure that you take
19 care of yourself and your individual families, so you
20 don't find yourselves seated in a different chair at
21 the table. That's stressful for us all.

22 MR. GRANGER: The 17th through the 19th?

23 THE COURT: Is everybody available May 6th, 7th,
24 and 8th?

25 MR. GRANGER: Oh, no. That's May 17th through

1 the 19th. So I'm good. It is usually always April,
2 and they moved it out a month.

3 MR. HENDRY: Okay.

4 THE COURT: Okay. So is everybody available
5 April 22nd, 23rd, and 24th?

6 MR. GRANGER: Yes.

7 MS. GEORGE: Yes, Your Honor.

8 MR. GLAROS: Yes, sir.

9 THE COURT: So we're going to plan on us being
10 4/22 to 24. It will be here in person. There will
11 be a courtroom that's assigned to it. I will figure
12 out what that is. Let's see if Tara knows if one is
13 available.

14 So fairly typically, you know for trials, I
15 would require you all to exchange your exhibits a
16 week before the start, which would be by April 15th.
17 Fairly typically, then I would have a discovery
18 cutoff that would put things out a week earlier,
19 which would be April 8th.

20 Do those particular dates work for everybody?

21 MR. GLAROS: Yes, sir.

22 MR. HENDRY: Yes, sir.

23 THE COURT: Ms. George?

24 MS. GEORGE: Yes, Your Honor. I apologize.

25 THE COURT: All right. So relative to that,

1 that's going to mean that you're probably going to
2 need to do your final supplement for anything at
3 least three weeks prior to that, which means that
4 your three weeks prior to April 8th puts you with a
5 cutoff date of one, two, three, which is March 18th.

6 Does that work for you, ma'am?

7 MS. GEORGE: Yes, Your Honor. Thank you.

8 THE COURT: So you can supplement until then.
9 After that, you're not required to do any additional
10 written ones. You will still be able to advise the
11 Court orally of any additional information that
12 occurs before that date before the final.

13 The Court is specifically waiving the 20-day
14 notice that's otherwise in the statute relative to
15 that brief period of time so that we will have the
16 current and not stale information.

17 So as you know, if there is anything significant
18 that rises, it is the Court's preference that you
19 will at least let counsel for both sides know as
20 early as possible so that they will also have that
21 information, and nobody is getting caught off guard
22 with things for the final hearing.

23 MS. GEORGE: Yes, Your Honor.

24 THE COURT: Knowing those materials, obviously,
25 we are going to set final dates for witness lists

1 that have to be done as well, but I wanted to revisit
2 your earlier agreement on that nail test. So if
3 you're doing a nail test in December, are you going
4 to have a need to do another nail test in there in
5 March or something?

6 I don't know how long it takes for you to get
7 those results back. You're talking about having the
8 second test done roughly 90 days out as opposed to
9 the six months you all were anticipating before. I
10 have no idea if that's what everybody was
11 anticipating with their time or money.

12 If you want a couple minutes to discuss that
13 amongst yourselves, I'm happy to allow you to do
14 that.

15 MR. GRANGER: Do you just want to -- it covers
16 10 months. Do you just want to wait and do one
17 before that hearing?

18 MR. HENDRY: I would be okay with that.

19 MR. GOETZ: March 1st?

20 MR. HENDRY: That way, we would save the costs.

21 MS. GOETZ: March 1st?

22 MR. GLAROS: So you're saying not do one in 30
23 days?

24 MR. HENDRY: Right. If we're going to have
25 another one in March --

1 MS. GOETZ: Oh, I thought in addition to --

2 MR. GLAROS: No, we have concerns now.

3 MR. GRANGER: We all just took one.

4 MR. GLAROS: 30 days, and then March 1st.

5 THE COURT: Could I ask something just so I'll
6 have an understanding of this. What is the nail test
7 screening for as opposed to -- I know that you just
8 did the hair test. Nobody has mentioned anything for
9 that, and now everybody seems to be more focused on
10 the random screen, which I'm understanding are likely
11 for alcohol considerations.

12 And I'm understanding the hyphenated abbreviated
13 word with the multiple Es also to be alcohol related.
14 Is the nail just to verify that there's no ongoing
15 drug issues beyond what was just revealed or not
16 revealed in the hair screens?

17 MR. GLAROS: That's correct.

18 MR. GRANGER: It's the same for hair, except I
19 lack it in the location necessary to do it. And then
20 the concern was for dying her hair regularly.

21 THE COURT: Gotcha.

22 MR. GOETZ: And I just did a nail test, so if he
23 can do one.

24 MR. HENDRY: And I know the hair test, which is
25 the same thing, but I'm out of hair on my armpits and

1 legs now. They took it from my armpits this time
2 because I don't have enough hair on the top, which is
3 required.

4 THE COURT: Right. I don't understand the
5 second part that's suggesting that you're then
6 shaved --

7 MR. HENDRY: This is the second time, so she
8 shaved my armpits. So there wasn't enough under my
9 armpits, so she had to take it from my legs this last
10 time.

11 THE COURT: Understood.

12 MR. HENDRY: So we agreed, let's just do the
13 nails.

14 THE COURT: Understood.

15 MR. HENDRY: Does anybody have the cost for the
16 nail test?

17 MS. GOETZ: I think it was 375.

18 MR. GRANGER: That was the hair.

19 MS. GOETZ: No, I took the nail test. It was,
20 like, 375. My main concern -- am I allowed to
21 address the Court? Okay.

22 THE COURT: So this is a question for you all
23 because it was you all's agreement. Before you had
24 agreed that you were doing that one in 30 days, which
25 meant in December. There seemed to have been a

1 concern about doing one as a follow-up there, so you
2 would have that information again as you got closer
3 to trial.

4 If you want me to, I will happily step out of
5 the room so you can resolve what it is that you
6 wanted to do there, but otherwise, you are subject to
7 normal regular discovery.

8 MR. HENDRY: So you want it --

9 MR. GRANGER: I was just doing it to save money.

10 MR. HENDRY: No, I understand.

11 MR. GRANGER: Just keep going.

12 MR. GLAROS: So doing it in 30 days. Then do it
13 March 1st, so we have that time frame from December
14 to March before the trial?

15 MR. HENDRY: What do you think, Ms. George?

16 MS. GEORGE: We can do that, so you have it all
17 covered. I just want to make sure that Kathy Suarez
18 will be able to get those results for us timely.

19 THE COURT: How long is that turnaround, does
20 anybody know?

21 MS. GOETZ: In five days.

22 MR. HENDRY: Yeah. It's within a week.

23 MR. GLAROS: Yeah, it doesn't take that long.

24 THE COURT: Well, if you're having those by
25 March 1st, then you're going to have those, so the

1 guardian is going to be able to conclude the results
2 in her report by the 18th. You're going to have
3 discovery that goes all the way through April 18th.

4 You can know that I'm going to abbreviate the
5 time for any discovery request or any request for
6 production, request for admission or interrogatories
7 that are propounded moving forward. I'm going to go
8 ahead and abbreviate down from 30 days to only 14
9 days. You've got two weeks to turn around discovery.
10 Instead of a month, at this point in time, which
11 means if you get back something relative to those or
12 if there's something in Ms. George's guardian ad
13 litem report, you still have time to explore that
14 before the discovery cutoff.

15 MR. GLAROS: Are you saying 14 days before trial
16 or 14 days any time we propound anything?

17 THE COURT: No. I'm saying at this point in
18 time forward, if you propound a new discovery
19 request, instead of the other side having 30 days to
20 respond, they only have 14 days.

21 And I will actually include what I'm going to
22 say is an accelerant clause in there, which means --
23 so after the guardian ad litem's supplement comes
24 out, the one that you will indicate is her final
25 supplement, the one that's got to be done by March

1 18th, any discovery requests related to that, you're
2 only going to have a seven-day turnaround. That way,
3 there's no excuse for anybody not being able to get
4 whatever documents, evidence, or information that
5 they need or want to be prepared for the trial.

6 MR. HENDRY: You said seven days?

7 THE COURT: Does that make sense?

8 MR. HENDRY: Yes, sir.

9 THE COURT: The normal discovery request from
10 this point in time. Right now, if you propound a new
11 request for production, a new request for admissions
12 or interrogatories, instead of having the traditional
13 30 days under the rule, you now only have 14 days.
14 So everybody should be able to get whatever they need
15 or want.

16 Once Ms. George issues that final supplement
17 under on her guardian ad litem report, if there are
18 any additional discovery requests, such as that
19 request for admissions, request for production or
20 interrogatories that either side feels the need to
21 propound relative to information in that report, the
22 turnaround time is only going to be seven days. Not
23 30. Not 14. That way, everybody has to fast-track
24 their turnarounds, okay?

25 MR. GLAROS: Sure. Your Honor?

1 THE COURT: Yes, sir.

2 MR. GLAROS: March 18th is a Saturday. Can we
3 have the report on the 17th at the latest?

4 THE COURT: I have March 18th as a Monday.
5 March 18th, 2024.

6 MR. GLAROS: My phone is saying it is a Sunday.

7 MR. HENDRY: March 18th is a Monday.

8 MR. GLAROS: Okay.

9 THE COURT: At least according to Outlook.

10 MR. GLAROS: Okay.

11 MR. HENDRY: St. Patrick's Day is on a Sunday.

12 MR. GLAROS: Could we coordinate while we are
13 all here the guardian's depo for right around the
14 time that report comes out, so we don't --

15 THE COURT: We might as well so that folks have
16 things on their calendar before it is taken up by
17 something else.

18 MR. HENDRY: How much longer in terms of time do
19 you need?

20 MR. GLAROS: Well, we did an abbreviated one the
21 other day, so at least --

22 MR. HENDRY: A couple hours?

23 MR. GLAROS: I would say at least four in case
24 you have some questions as well.

25 MS. GEORGE: That would be great.

1 MR. GLAROS: She loves four hours.

2 THE COURT: She's going to have the report done
3 by March 18th, so...

4 MR. GLAROS: Why is my phone saying March 18th
5 is -- I just pulled it up --

6 THE COURT: March 18th was a Saturday in 2023.

7 MR. GLAROS: Okay. I got it. I was in 2022 for
8 some reason. Let me make sure these court dates are
9 right. So the depo is in March. Discovery cutoff is
10 the 8th.

11 So do you want to do it by -- well, what day is
12 available for you, Ms. George?

13 MS. GEORGE: Well, the 19th and 20th of March
14 are not good for me because I need to get my trial
15 notebooks and summaries done for my trial. I can do
16 the 21st or the 22nd?

17 THE COURT: That would give them time to digest
18 your report before deposing you.

19 MR. HENDRY: I'm available both of those days.

20 MR. GLAROS: You said your trial was on the
21 25th?

22 MS. GEORGE: No, that's my trial exhibits. I've
23 got to be ready for the ones that are right before
24 the trial on the 3rd, 4th, and 5th.

25 MR. GLAROS: Gotcha.

1 MS. GEORGE: So I can do the 19th or the 20th.

2 THE COURT: So the 21st or the 22nd, which --

3 MS. GEORGE: Or the week of the 25th, if you
4 guys want, that's fine.

5 MR. GLAROS: The week of the 25th is fine.

6 MR. HENDRY: I'm open all days but the 29th.

7 MR. GLAROS: Could we do Monday the 25th, Ms.
8 George?

9 MS. GEORGE: That would be fine. Do you want to
10 do 9:00 to 1:00 again?

11 MR. GLAROS: Yes, ma'am.

12 THE COURT: All right. Depo of guardian ad
13 litem, March 25th at 9:00 a.m. Okay.

14 So final witness list?

15 MR. GLAROS: Is this, in essence, our pretrial
16 minus the pretrial memorandum?

17 THE COURT: Yes, but don't worry, you're still
18 going to have to end up doing that. I'm just giving
19 you some time to do it --

20 MR. GLAROS: Okay.

21 THE COURT: -- before we will go back and
22 addressing at the actual pretrial what other
23 additional hearings I need to set relative to any
24 discovery motions that are out there, et cetera. But
25 this way, you're going to have that teed up.

1 So I will ask you, do you want me to impose the
2 final witness list deadline today or deal with that
3 at the pretrial conference?

4 MR. GLAROS: We can wait.

5 MR. HENDRY: Yes.

6 THE COURT: We will deal with that at pretrial.
7 Okay. So we're going to get you a pretrial
8 conference scheduled. For the trial itself, the
9 courtroom will be determined, and I will let you know
10 as we get closer.

11 So now you know when your final hearing is going
12 to be. The question is: Do you still need or want
13 to move forward on the temporary Band-Aid beyond the
14 holiday timesharing now, between now and then?

15 MR. HENDRY: To the extent that I would like to
16 extend what I previously discussed from every other
17 Friday to Sunday, to every other Wednesday to Sunday
18 in the interim until our final hearing.

19 THE COURT: Okay. Not a problem. We still have
20 some time to get through that because we still have
21 an hour and a half that's reserved for today on that.
22 So we will make our way through.

23 Anything else we need to attend to before we get
24 started on there and picking out our pretrial
25 conference date?

1 MR. GLAROS: No, sir.

2 MR. HENDRY: No.

3 THE COURT: While you've got your calendars out,
4 let's see about when I will be able to get you back
5 for a pretrial so we can take care of scheduling
6 anything else that we need to. We are here on the
7 27th. I have times for pretrial on Tuesday, January
8 9th, in the afternoon, at 3:30 if folks are
9 available.

10 MR. GLAROS: Can that be on Zoom, sir?

11 THE COURT: Absolutely.

12 MR. GLAROS: I'm available.

13 MR. HENDRY: What time would that be, Judge?

14 THE COURT: 3:30 in the afternoon on February
15 9th (sic.)

16 MR. HENDRY: Oh, February 9th.

17 THE COURT: Excuse me. January 9th. Sorry.
18 I'm not pushing it that far out.

19 MR. HENDRY: I'm available at 3:30.

20 THE COURT: Ms. George?

21 MS. GEORGE: I'm not because I have an in-person
22 pretrial hearing at 3:00, 2:30 to 3:00, so I'm not
23 sure.

24 THE COURT: I can do it at 4:00 that day, if you
25 will be done by then.

1 MS. GEORGE: That should give me enough time to
2 be back to my office, yes.

3 THE COURT: No problem. If it's here in the
4 building, you can even appear here and just do it
5 hybrid. It doesn't matter to me. I'm going to be
6 here.

7 MS. GEORGE: I can do it, Your Honor.

8 THE COURT: Mr. Glaros?

9 MR. GLAROS: Yes, sir.

10 MR. HENDRY: That's fine.

11 THE COURT: And for the parties themselves, does
12 that work for you all, 4:00 p.m. on January 9th?

13 MR. GRANGER: Yes, Your Honor.

14 MS. GOETZ: Yes.

15 THE COURT: 1/9/24 at 4:00 p.m., 30 minutes.
16 I'm going to put it down as a hybrid pretrial
17 conference, if any of you happens to be in the
18 building for some other hearing, you don't have to
19 race back to your office. You can appear here in
20 person. But anybody who just wants to be able to
21 appear remotely through Zoom is permitted to do so.

22 That means you will need to put together at
23 least your initial pretrial memos by January -- I was
24 going to say January 2nd, but I don't know if anybody
25 has plans, and they will be out of town for New

1 Year's. From my standpoint, as long as they are done
2 and in by January 4th is when I will put the
3 deadline, that's fine. That way, they will be
4 imaged, and I will be able to view them.

5 MR. HENDRY: The 4th is fine with me.

6 MR. GLAROS: That's fine.

7 THE COURT: To those who are appearing remotely
8 for the pretrial on January 9th, the Meeting ID for
9 that hearing will be 979-3979-1436. Once again,
10 that's 979-3979-1436. And the passcode for that
11 hearing will be 273778. The passcode again is
12 273778.

13 MR. GLAROS: Thank you, sir.

14 THE COURT: All right. Good to move into your
15 hearing now, Mr. Hendry?

16 MR. HENDRY: Yes, sir.

17 THE COURT: Good to move into the hearing, Mr.
18 Glaros?

19 MR. GLAROS: Yes, Judge. I was under the
20 impression you wanted to resolve the contempt issues
21 prior to the hearing. We had discussed -- one was
22 the drug screen, which we were able to resolve, the
23 other one was the issues of violation of the No
24 Contact Order.

25 THE COURT: Right. I indicated earlier today I

1 can see how all of that, including the request for
2 additional time --

3 MR. GLAROS: Okay.

4 THE COURT: -- are going to be interwoven.

5 MR. GLAROS: Okay.

6 THE COURT: I expect everybody to present their
7 evidence on those in an expedited fashion.

8 MR. HENDRY: And just so the Court knows, I
9 think pretty much all the issues in their contempt
10 motion are going to be dealt with next week during
11 the DVI return hearings. I think they are all the
12 same issues.

13 MR. GLAROS: There's more contact since then,
14 but, yes.

15 THE COURT: Okay. Anything else, then, before
16 we roll into things, Ms. George?

17 MS. GEORGE: No, Your Honor.

18 THE COURT: Okay. So we have an hour and a half
19 worth of time in order to try to get through these
20 things.

21 MR. GLAROS: One other thing, Judge, are we
22 going to be planning on calling Ms. Suarez, or should
23 we tell her to --

24 THE COURT: That's what I was -- I was just
25 about to ask how folks anticipate doing the hour and

1 a half to know if you're going to do an expedited
2 presentation, you just speak for your clients and
3 have them reaffirm what you've said to convert your
4 proffers into competent substantial evidence or if
5 you're going to do it by traditional direct and
6 cross-examination. Then are there any additional
7 witnesses beyond the two parties and the guardian
8 that you all are wanting to bring in now that you've
9 resolved the testing issues?

10 MS. GEORGE: I would think we would need her to
11 testify because she's going to be testifying
12 concerning some of the testing results.

13 MR. GLAROS: Okay.

14 THE COURT: Is everybody expecting to hear from
15 Ms. Suarez on there relative to these things or what?

16 MR. GLAROS: Ms. George wants to hear from her.

17 MS. GEORGE: I don't know. I know everybody is
18 looking at me --

19 THE COURT: I would --

20 MS. GEORGE: -- so I would assume that the
21 parties need Ms. Suarez if that's going to be
22 something that is brought up in their understanding.

23 THE COURT: I understand it is a point of
24 contention. So I'm obviously waiting to see how that
25 impacts things one way, shape, or form or another.

1 MR. GLAROS: I didn't think we needed her since
2 we resolved, at least on a temporary basis, the
3 testing and the monitoring that is going to be going
4 on.

5 MR. HENDRY: We did. I mean, I wasn't planning
6 on calling her, but...

7 MS. GEORGE: I guess if that's not going to be
8 an issue for the request for additional time, then, I
9 guess, we don't need her.

10 THE COURT: Is it a concern for you in the
11 request for additional time?

12 MS. GEORGE: I did have some concern about it,
13 and I think they were doing safeguards for the
14 Christmas holiday.

15 THE COURT: So I bring this up only because,
16 look, if it's just going to be a matter of you end up
17 releasing the witness, then Ms. George ends up
18 testifying that, yes, she has concerns over what this
19 is, then you don't have the witness here to explain
20 what it means, it probably makes sense to not release
21 the witness. I have no idea what the witness is
22 going to testify to. And I've already indicated
23 before, I have no idea what the numbers mean from
24 where you are.

25 MR. HENDRY: That's fine. We can keep

1 Ms. Suarez.

2 THE COURT: Okay. So on the other question of
3 presentation, traditional direct and cross or
4 expedited presentations?

5 MR. HENDRY: We're okay with expedited.

6 THE COURT: Mr. Glaros?

7 MR. GLAROS: I would prefer the traditional just
8 because the parties need to testify.

9 THE COURT: Okay. The floor is yours.

10 What do you want to call, Mr. Hendry?

11 MR. HENDRY: I will go ahead and call
12 Ms. George.

13 THE COURT: She's been sworn. You may inquire.

14 DIRECT EXAMINATION

15 BY MR. HENDRY:

16 Q. Ms. George, your name is Kathy George?

17 A. Kathy George.

18 Q. And what is your role in this case with
19 Mr. Granger and Ms. Goetz?

20 A. I was appointed as the guardian ad litem for
21 Levi Granger.

22 Q. Was that on or about May 22nd of this year?

23 A. That's correct.

24 Q. And in terms of your investigation, you have
25 come up with an interim report, correct?

1 A. Yes, I did.

2 Q. When was that interim report entered?

3 A. I had finished it October 23rd of 2023, and
4 transmitted it. I did not file it with the Court because
5 I would like to have that sealed, so it's not been filed.

6 Q. Could you briefly go through who you interviewed
7 in this case in addition to the parties? Obviously, you
8 talked to Ms. Goetz and Mr. Granger?

9 A. I spoke to the mother and the father. I
10 interviewed the child several times. I've interviewed the
11 mother's collaterals, which are Robert Goetz. I apologize
12 if I said his name wrong. Valerie Kiernan (phonetic.)
13 Gabriella Falkenback (phonetic.) And on the father's
14 side, I interviewed Eric Boyle, Moriah Granger, Jenny
15 Haskins, Starr Schmidt (phonetic). Then I also
16 interviewed Dr. Kline briefly.

17 THE COURT: What's Dr. Kline's role in this?

18 THE WITNESS: Mr. Kline has been treating the
19 minor child as a counselor, as I understand.

20 THE COURT: Thank you.

21 MS. GEORGE: Then I also had the opportunity to
22 speak with Kathy Suarez.

23 MR. GLAROS: Judge, just so we're clear, she
24 said that she wanted that sealed; however, it was
25 submitted into evidence when we were here the last

1 time pursuant to a stipulation of the parties on a
2 Court order, so I don't know how sealed that is at
3 this point.

4 THE COURT: Published into evidence versus filed
5 with the Clerk of the Court are two separate matters.
6 So the Court has not yet determined how I'm going to
7 render that to the clerk if in determining that
8 because it involves the best interest of a non-party
9 to the case, namely, the minor child, if there are
10 grounds to seal it under 2.420, but I do believe I
11 have an order that addresses those concerns. I will
12 bring that up with folks in the interim.

13 But in the meantime, no, you don't file it with
14 the clerk. You've already moved it in. I think I've
15 got it stamped, and it's with my documents from that
16 hearing, and it had not made its way to the clerk
17 yet.

18 MS. GEORGE: Perfect. Thank you.

19 BY MR. HENDRY:

20 Q. So Ms. George, in terms of the collaterals that
21 you interviewed, did you interview all of mom's first and
22 the dads or was it kind of interwoven?

23 A. It would be interwoven. It just depended on
24 when they gave me their schedules and if I was able to
25 meet with the individuals on a certain timeframe. So I

1 don't -- any time I'm the guardian ad litem, I don't only
2 just try to talk to all of mom's first then all of dad's.

3 Q. Right.

4 A. It's just however it gets on my calendar.

5 Q. Yes. You had mentioned you spoke with Robert
6 Goetz. Who is Mr. Goetz?

7 A. He is the mother's brother.

8 Q. Okay. And does Mr. Goetz live locally?

9 A. I would have to look in my report. I do not
10 know where he lives.

11 Q. So you spoke to him on June 13th?

12 A. I did.

13 Q. And Mr. Goetz explained to you that the mother
14 and father have some obvious issues between the two of
15 them?

16 A. Correct.

17 Q. Okay. But he -- her mother didn't have any
18 concerns about Levi's safety with either parent, correct?

19 A. Correct.

20 Q. Was there anything else significant that Mr.
21 Goetz was able to tell you?

22 MR. GLAROS: I'm going to object as to leading
23 and facts not in evidence because that's not what
24 your transcript says.

25 THE COURT: With regard to the first, I'm going

1 to allow it just because of the expedited nature of
2 the proceedings.

3 With regards to the second, I don't -- are you
4 referring to the guardian ad litem's transcript that
5 you filed with us earlier today or some other?

6 MR. GLAROS: I'm sorry. The report. It states:
7 The mother and father have issues between them, but
8 he does have concern for the child's safety, and
9 you're saying he does not.

10 THE COURT: Since I don't have the report opened
11 in front of me --

12 MS. GEORGE: It's page 7.

13 BY MR. HENDRY:

14 Q. Okay. So what did Mr. Goetz tell you? Did he
15 explain these concerns?

16 A. He didn't go out of his way to tell me anything
17 additional about what concerns he had besides he was
18 aware, I believe, of the Domestic Violence Injunction
19 between the two.

20 Q. Okay. The plethora of DVIs, correct?

21 A. Correct.

22 Q. Was he able to give you anything of significance
23 that would help you make a decision in this case?

24 A. No, because if it was something additional, I
25 would have included that in his portion of the interview

1 section here.

2 Q. Okay. And there's an indication that he has no
3 concerns of mom drinking alcohol?

4 A. Correct.

5 Q. And did you -- did you question him any further
6 on that?

7 A. I asked him about it, and he just had limited
8 information about that. The same thing with limited
9 information about the father's alcohol use.

10 Q. Okay.

11 A. He didn't have knowledge for that.

12 Q. Okay. Ms. Keirnan (phonetic), Valerie Keirnan,
13 who is that?

14 A. She is a family friend of the mother's that she
15 knew for a long period of time when they were growing up.

16 Q. Okay. Did she have any safety concerns about
17 mom?

18 A. She did not have any safety concerns about mom.

19 Q. What about dad?

20 A. She couldn't speak about that because she hasn't
21 been around the dad in a long period of time.

22 Q. Does she know the dad?

23 A. I thought she did.

24 Q. Okay. Anything else that Ms. Kiernan was able
25 to explain to you that would help you in this case?

1 A. She didn't really have that much information.
2 She wasn't aware of the domestic violence because she
3 wasn't there when any of that allegedly happened.

4 Q. Okay. She wasn't there. She was aware that
5 something may have happened, but she was not a
6 first-person witness, so to speak?

7 A. That is correct.

8 Q. Okay. Ms. Falkenback, now who is that?

9 A. She's a friend of the mother's.

10 Q. Okay. I see that Ms. Falkenback -- did she tell
11 you how long she's known both of these parties?

12 A. I don't believe she told me exactly how long
13 she's known them.

14 Q. Okay. Do you know whether or not Ms. Falkenback
15 is still friends, so to speak, with Ms. Goetz?

16 A. I think they've reconnected, so they are friends
17 again.

18 Q. Does your report indicate that?

19 A. I believe it's at the bottom of page 8. They
20 reconnected once again since she is not with the father
21 anymore.

22 Q. Okay. Does she -- does Ms. Falkenback know
23 Mr. Granger?

24 A. She does, but limited.

25 Q. Have they --

1 A. She wasn't one of his friends.

2 Q. They haven't spent time together, as far as you
3 know?

4 A. Correct.

5 Q. Okay. Were those all of the collaterals of mom
6 that you've interviewed?

7 A. Dr. Kline was the additional one and Kathy
8 Suarez. They're just in a different section of the report
9 because they came up after, and I put them more towards
10 the child's collaterals.

11 Q. Okay. Let's go into dad's collaterals. Eric
12 Boyle, do you know who that is?

13 A. It's a long-time family friend of the father's.

14 Q. Okay. What did Mr. Boyle have to tell you
15 regarding Mr. Granger's interaction with Levi?

16 A. He didn't really have any safety concerns, and
17 he's seen him observe the child several times. He
18 wouldn't have any concern about the father taking care of
19 his own child as well, so...

20 Q. Okay. After Mr. Boyle, the next person in your
21 report is Moriah Granger. Who is that?

22 A. It's my understanding that's the father's former
23 wife that he's got children together with.

24 Q. And did Ms. Granger tell you how many -- I guess
25 they have two kids together?

1 A. That's correct.

2 Q. Mr. Granger and Moriah?

3 A. Yes.

4 Q. Okay. Did she indicate what kind of timesharing
5 schedule Mr. Granger exercises with Mariah's children and
6 his children?

7 A. Yes. She indicated it was a 50/50 timesharing
8 schedule.

9 Q. And how did she say they are able to coparent
10 the kids?

11 A. She said they were doing well. They didn't have
12 any issues with coparenting.

13 Q. Okay. Do you know if there's any kind of
14 relationship between Moriah Granger and Ms. Goetz?

15 A. I don't believe there is at this point.

16 Q. Has there ever been?

17 A. No.

18 Q. Do you know whether they've had interactions?

19 A. I believe they did have some interactions early
20 on.

21 Q. Okay. Did Ms. Granger indicate to you the state
22 of any relationship between them? Friends? Not friends?

23 A. Not -- I would put them in a not friend's
24 category because it's my understanding I think the mother
25 was -- I guess Ms. Granger was trying to get a stalking

1 injunction against the mother. So I would put that in the
2 "not friend" category.

3 Q. Did Ms. Granger ever indicate to you that she
4 ever witnessed any signs of abuse or any kind of physical
5 harm to Mr. Granger?

6 A. I believe she did say that she saw some bruises
7 and scratches on his face.

8 Q. Did she explain to you when she witnessed that?

9 A. I don't recall in what timeframe that was.

10 Q. Did she tell you that that was the result of
11 Ms. Goetz?

12 A. He did.

13 MR. GLAROS: Objection. Calls for a hearsay
14 answer.

15 MR. HENDRY: It's -- hearsay was waived, Your
16 Honor.

17 THE COURT: That's what I'm trying to remember
18 with regards to the guardian ad litem's order of
19 appointment. Was it waived just in regards to the
20 child, or was it unlimited?

21 MS. GEORGE: I would have to look at the
22 whole --

23 MR. GLAROS: I'm not sure.

24 THE COURT: I will pull up that order real
25 quick.

1 MR. GLAROS: The mother didn't observe it.

2 That's just what she was told.

3 THE COURT: I understand. There we go. Waived
4 with everybody. Parties expressly waive any and all
5 hearsay (indiscernible) and/or hearsay objections to
6 statements, documents, or other information from the
7 child, from third parties, from experts,
8 professionals, or from any other person or entity
9 with regard to the guardian ad litem's testimony
10 and/or written reports and recommendations.

11 MR. GLAROS: Okay.

12 THE COURT: So overruled.

13 BY MR. HENDRY:

14 Q. Just to clarify, Ms. Falkenback -- I'm sorry.

15 Ms. Granger had indicated that she saw bruises
16 on dad's face?

17 A. Yes.

18 Q. Did she indicate how those occurred?

19 A. She said it was from the mother.

20 Q. Okay. Did you delve any further with her on
21 that in terms of how she knew that or if she was present?

22 A. I did not go into detail with her on that.

23 Q. Did Ms. Granger have any concerns -- obviously,
24 she's the ex-wife of Jim Granger -- did she have any
25 concerns about Mr. Granger's ability to parent Levi?

1 A. She did not.

2 Q. Okay. What was her opinion on Mr. Granger's
3 role as a father?

4 A. She thought he was doing well as a dad.

5 Q. Okay.

6 A. She didn't have any concerns.

7 Q. Okay. Onto Jenny Haskins. Who is Ms. Haskins?

8 A. She was a family friend of the father's for,
9 like, 30 years.

10 Q. Okay. And what was her overall take on the
11 situation that Mr. Granger and Ms. Goetz are in regarding
12 Mr. Granger's ability to parent his son Levi?

13 A. She thought he was a good dad. She didn't have
14 any safety concerns or anything further with the child
15 with him. She was aware of the relationship with his
16 ex-wife, but she thought that they had a good relationship
17 for the kids.

18 Q. Okay. Do you know whether or not Ms. Haskins
19 knows Ms. Goetz?

20 A. That, I'm not sure if she does.

21 Q. Okay. The next person you have listed in your
22 report is someone named Starr Schmidt?

23 A. Yes.

24 Q. Who is Ms. Schmidt?

25 A. That was a neighbor of the father's for

1 approximately two years.

2 Q. Do you know whether or not they're still
3 neighbors?

4 A. That, I am not sure.

5 Q. What did she have to tell you about Mr. Granger
6 and his ability to parent Levi?

7 A. She thought the father was a wonderful father to
8 Levi. She's seen him several times with the children, him
9 cooking, bringing meals over to her at times. She didn't
10 have any concerns.

11 Q. Okay. No concerns specifically about alcohol as
12 well?

13 A. That's correct.

14 Q. Okay. Of any of the collaterals that you've
15 talked about so far, did anyone have any first-hand
16 knowledge about alcohol abuse from either Mr. Granger or
17 Ms. Goetz?

18 A. I don't believe they did.

19 Q. Okay. Drug use or drug abuse?

20 A. Not that they've told me.

21 Q. Okay. Let's go onto Dr. Kline. When did you
22 first have contact with Dr. Kline? Was it the October
23 11th phone call you referenced in your report?

24 A. That is correct.

25 Q. At that point, what did Mr. Kline tell you about

1 his role in the case and how things were going?

2 A. He was currently seeing Levi for some concerns.
3 He had approximately two sessions with him at that point
4 in time. He was going over, like, some of the sleeping
5 arrangement with this little child about transitioning
6 into his own room.

7 I think they were -- Dr. Kline was trying to
8 figure out what was going on, from the child's
9 perspective, as to if he recalled any of the events that
10 transpired with regards to the alleged domestic violence
11 between the parents.

12 Q. Was he able to tell you about any of those?

13 A. It was very -- it's still very difficult for
14 Dr. Kline to come up with a -- a thought on that because
15 he's not getting the correct information from the child or
16 he's not feeling like he's getting accurate information.
17 It seemed like the story changed at times, so he's trying
18 to get to what exactly happened. The last time I spoke to
19 him, he wasn't able to get to that root of what
20 transpired.

21 Q. Okay. Dr. Kline has actually talked to Levi,
22 correct?

23 A. Correct.

24 Q. And Levi did not explain to Dr. Kline any of
25 these alleged incidents of domestic violence, correct?

1 A. He was kind of -- he explains some of the
2 incidents, but then it's unclear whether or not he was
3 actually there or if he was told, and I think that's where
4 the conflict is coming with Mr. Kline. He is not able to
5 figure out if this is something that the child actually
6 observed, or this was something that was relayed back to
7 him about things.

8 Q. Do you know if Dr. Kline delved any further into
9 that to find out if this was actually something that Levi
10 witnessed first-hand or that he heard from potentially a
11 parent?

12 A. I know he is trying to go through that, and
13 that's part of my follow-up with him. I need to follow up
14 if he's been able to determine that since we initially
15 spoke.

16 Q. Okay. And going to your -- I won't say updated
17 recommendations, but going to your deposition, obviously,
18 you said some things that had come to light since the
19 transmission of your first report in October?

20 A. Correct.

21 Q. Okay. And I believe you said you had some
22 concerns regarding Mr. Granger and Dr. Kline and whether
23 or not Mr. Granger knew that Levi was seeing Dr. Kline?

24 A. Yes. There was some discussion as to whether or
25 not how the father knew or should have known that the

1 child was seeing Dr. Kline.

2 Q. Okay.

3 A. There was confusion on that.

4 Q. Okay. Do you know whether or not, prior to Levi
5 seeing Dr. Kline, whether or not Ms. Goetz had involved
6 Mr. Granger in the decision to see Dr. Kline?

7 A. If I recall correctly, I believe there was some
8 TalkingParents messages between the two of them at one
9 time, but I would have to go back and review it. It's 562
10 pages.

11 Q. That's something that still needs to be done?

12 A. Yes.

13 Q. But, in fact, there could be more than 562
14 pages, correct, in the TalkingParents?

15 A. Oh, there probably is now, yes.

16 Q. Actually, probably north of 1000?

17 A. I'm not sure how many since the last update I
18 did. So I know it went from 300 to 562, and there's
19 probably more since that date when they transmitted it to
20 me.

21 Q. Okay. And since this report, have you had some
22 further discussions with Dr. Kline?

23 A. I have.

24 Q. Can you tell us when that occurred or when those
25 occurred?

1 A. Yes. Approximately two weeks ago, I had some
2 more interactions with Dr. Kline. However, we had the
3 e-mail communications before my depo. It was concerning
4 to me, because I represent, for lack of better words, the
5 minor child. I know Dr. Kline was in the same boat as I.,
6 that we just didn't feel it was appropriate that the child
7 be brought in with regards to the litigation.

8 And I guess the father was served with a
9 separate lawsuit at the end of one of the exchanges with
10 the timesharing.

11 Q. Okay.

12 A. And Dr. Kline and I felt that was inappropriate.

13 Q. So you are aware that there's a current civil
14 lawsuit filed by Ms. Goetz against Mr. Granger, correct?

15 A. Correct.

16 Q. And are you aware that Mr. Granger's counsel for
17 that case reached out to Ms. Goetz's counsel, offering to
18 accept service?

19 A. That's what I was told, yes.

20 Q. And even though that was done, they still served
21 my client in the Publix parking lot with Levi present,
22 correct?

23 A. That's my understanding, yes.

24 Q. Is that a concern for you?

25 A. It is.

1 Q. Why is that?

2 A. Because the child should not be involved with
3 the litigation or being approached by other people. I
4 understand that there are difficulties when people are
5 trying to serve people, but there needs to definitely be a
6 time and place.

7 This child does not need to know more about the
8 litigation. He is aware of what's going on in the
9 litigation, which is concerning. You know, it's just not
10 a healthy thing for the little guy to observe.

11 THE COURT: What do you mean by that, ma'am?

12 MS. GEORGE: Well, you shouldn't have the
13 parents, you know, caught off guard by having a
14 process server serving them.

15 THE COURT: Not that part. Well, unless that's
16 what you meant by the child being aware of what's
17 going on with the litigation.

18 MS. GEORGE: Correct. That would be -- excuse
19 me. What I was discussing is that he was made aware
20 of this other particular litigation going on. He is
21 well aware of what the litigation is going on in the
22 case now because he's been talking to me as a part of
23 the case, but I don't believe overall that the child
24 has any specific knowledge that the parents are
25 telling him certain things about the case.

1 MR. GLAROS: I didn't understand. She said -- I
2 don't know if she meant the child or Dr. Kline was
3 being --

4 THE COURT: I understood the child.

5 MS. GEORGE: The child.

6 MR. GLAROS: The child is talking to you about
7 the case?

8 MS. GEORGE: Well, I'm talking to the child, and
9 he knows that I'm involved in the case. So he knows
10 that there is a family law case going on.

11 THE COURT: Okay. But you didn't have concerns
12 being raised to you that one of the parents was
13 inappropriately discussing the case with the child or
14 showing things about the case to the child?

15 MS. GEORGE: Not that I recall. Correct.

16 THE COURT: Thank you. I just want to make sure
17 I understood.

18 BY MR. HENDRY:

19 Q. So during that conversation with Dr. Kline, I
20 know you explained your concerns about Mr. Granger being
21 served, was there anything else that he was able to
22 enlighten you with?

23 A. He is still trying to determine, you know, the
24 father's knowledge of his involvement in the case. So
25 that's still kind of up in the air. He did mention to me

1 that he was able to meet with the father during one of the
2 visits that was arranged, so that was enlightening for
3 him.

4 Q. Okay. Do you know how many times Mr. Granger
5 has seen Dr. Kline?

6 A. It's my understanding, one time so far.

7 Q. Do you know whether or not Dr. Kline has spent
8 time with Mr. Granger and Levi together?

9 A. That, I don't know. I would have to
10 specifically ask. I know sometimes he will meet with the
11 parents first and then the child, but I don't know if he's
12 done, like, a joint session.

13 Q. Okay. So another reason you need to follow up
14 with Dr. Kline?

15 A. Exactly. Yes.

16 Q. Anything else from Dr. Kline that you feel is
17 important that you need to share with the Court?

18 A. I know there was some concern the mother had
19 with Dr. Kline that the child would become a little bit
20 more aggressive about things, and I want to know a little
21 bit more about that. Is that something that's subsided
22 over time, or what was going on with that? Because I
23 didn't really get a lot of information on that from
24 Dr. Kline as a follow-up after he had an additional
25 meeting with the child.

1 Q. But after that first meeting, Dr. Kline thought
2 that the child was, I think, a bit aggressive?

3 A. I think that -- if you're referring to the first
4 meeting that he saw the child, yes.

5 Q. Okay. Did he explain that? Did he go into any
6 detail about aggression or how he was behaving?

7 A. He was just acting a little bit more anxious, I
8 guess, during the session is what he was describing it as.

9 Q. Okay. And did Dr. Kline ever indicate to you
10 anything about Levi missing his dad or wanting to be with
11 his dad?

12 A. He did. Dr. Kline did mention that Levi missed
13 seeing his father.

14 Q. And onto Ms. Suarez. Have you had some
15 opportunity to speak with Ms. Suarez?

16 A. Yes, I have.

17 Q. Okay. And since the transmission of your
18 report, the parties took another drug test, correct?

19 A. That's correct.

20 Q. Around November 1st?

21 A. I believe that was the date, yes.

22 Q. Okay. Do you recall what kind of testing Ms.
23 Suarez performed on Ms. Goetz and Mr. Granger?

24 A. I believe she did the PEth test again with the
25 parties.

1 Q. Okay. And did she do any other drug testing?

2 A. If she did, it was either hair or nail testing
3 that she did.

4 Q. Okay.

5 A. So there were two.

6 Q. As it relates to the hair and nail testing, that
7 tests specifically for controlled substances or prescribed
8 substances, correct?

9 A. Correct.

10 Q. What were the results of those?

11 A. Those both came back negative, I think, for both
12 parties.

13 Q. Okay. It was your understanding that
14 Mr. Granger is prescribed Adderall, correct?

15 A. Yes.

16 Q. And that he takes it on an as-needed basis?

17 A. That's my understanding, yes.

18 Q. And he's also explained to you that he takes
19 less than the prescribed amount?

20 A. Correct.

21 Q. Ms. Goetz, is it your understanding that she is
22 prescribed Xanax?

23 A. Yes.

24 Q. And do you recall at the last hearing on
25 November 1st, she indicated that she had taken Xanax that

1 morning?

2 A. I don't recall.

3 Q. Okay.

4 A. I apologize.

5 Q. Okay. That's fine. And the results of her test
6 were negative as well, correct?

7 A. Correct.

8 Q. Okay. Were you able to follow up with either
9 Ms. Goetz or Mr. Granger regarding those drug tests and
10 sort of the conflict between the negative test and the
11 admitted use?

12 A. I didn't follow up with them.

13 Q. Okay.

14 A. Because I just had the understanding from Kathy
15 Suarez that if there was a lower level-amount, it would
16 not show positive on there.

17 Q. Okay. Let's go on to now to PEth test. I
18 believe the parties had taken previous PEth tests quite a
19 while ago, back in the summer, correct?

20 A. Correct.

21 Q. And both of the parties ended up testing
22 positive for alcohol use, correct?

23 A. That is correct.

24 Q. Okay. And I believe, if you recall correctly,
25 Ms. Goetz's level was 34 NG?

1 A. I would have to go back and look at the results,
2 but they were both fairly close.

3 Q. And Mr. Granger was 32 NG? Does that sound
4 reasonable?

5 A. That sounds reasonable, yes.

6 Q. Okay. Which indicates moderate to significant
7 alcohol use?

8 A. I believe that is what they classify that range
9 as, yes.

10 Q. There's a low to no alcohol use range, which is
11 below 20 NG?

12 A. Correct.

13 Q. Then between 20 NG and 200 NG, that's considered
14 moderate to significant use?

15 A. That's my understanding, yes.

16 Q. Above 200 is heavy use?

17 A. Correct.

18 Q. Okay. And then on November 1st, the parties
19 submitted themselves, in addition to the drug test,
20 another PEth test, correct?

21 A. Yes.

22 Q. And in that test, Ms. Goetz ended up testing at
23 27 NG; is that accurate?

24 A. I believe so, yes.

25 Q. Mr. Granger's was a good bit higher at 63 NG?

1 A. That's correct.

2 Q. And based on that, and based on the agreement
3 that the parties had in court, if Mr. Granger was going to
4 be higher than his previous test, he agreed to pay for
5 that PEth test; is that correct?

6 A. That was my understanding, yes.

7 Q. Again, both of those ranges, 27 for Ms. Goetz,
8 63 for Mr. Granger, it indicates --

9 A. It is --

10 Q. -- moderate to significant alcohol use?

11 A. Correct. It's still in that same bracket from
12 the 20 to 200.

13 Q. And your understanding of the PEth test, I know
14 you're not an expert on it, just like none of us are, is
15 there a way to determine from a PEth test when alcohol was
16 consumed?

17 A. No. There's not a specific time, so I can't
18 tell if this all happened when he was with the child or
19 without the child.

20 Q. Okay.

21 A. That's my understanding.

22 Q. The same with Ms. Goetz?

23 A. That's correct?

24 Q. Whether it was with the child or without the
25 child?

1 A. Correct.

2 Q. So going back -- do you have any knowledge about
3 how long the PEth test goes back to detect alcohol use?

4 A. Yes, I think there was -- I wrote it down. I
5 think it was, like -- I thought the PEth test went back
6 two or three days, but I think it went back further than
7 that. Yeah, I think it goes back further. I just don't
8 know offhand.

9 Q. Does three to four weeks sound accurate?

10 A. Yes, it is a longer time period. Yes, three or
11 four weeks.

12 Q. And based on your knowledge of the PEth test,
13 positive results could stem from either one or two binge
14 drinking sessions or moderate alcohol use on maybe more of
15 a regular basis, correct?

16 MR. GLAROS: I'm going to object. She's not the
17 expert on that. She's already stated that.

18 THE COURT: So technically, I can allow it
19 because you've had discussions with Ms. Suarez, and
20 anything that comes from there, you can share it, but
21 I accept to know that.

22 I also know we had about an hour and a half last
23 of testimony time, and we've now gone through about
24 35 minutes of that. Obviously, you know, I've got to
25 balance the scales of getting there --

1 MR. HENDRY: Yes, sir.

2 THE COURT: -- so I would just say move on to
3 a --

4 MR. HENDRY: Yes, sir.

5 THE COURT: -- because unless it's something
6 drastically different to be understood from those
7 numbers --

8 MR. HENDRY: Yes, sir.

9 BY MR. HENDRY:

10 Q. So based on the new results from the PETH test,
11 you wanted to have further discussions with Ms. Suarez?

12 A. That is correct.

13 Q. Okay.

14 THE COURT: Did you speak to her about that this
15 morning?

16 MS. GEORGE: We did speak with her a little bit
17 about that.

18 THE COURT: Did that resolve whatever your
19 concern was about the numbers?

20 MS. GEORGE: It kind of did. You know, it's
21 still a range. It still shows that somebody has a
22 behavior that is called into question during that
23 time period, but it doesn't call into question
24 whether that behavior, you know, drinking was when
25 the child was there or was not. So it's still kind

1 of in a limbo thing.

2 THE COURT: Okay.

3 BY MR. HENDRY:

4 Q. Have you spoken to anyone else other than the
5 parties that I haven't asked you about?

6 A. I think that's everybody that I've spoken with.

7 Q. Okay.

8 A. I do have phone calls into Dr. Hicks, but I
9 don't have -- I haven't spoken with him. I spoke to,
10 like, his office staff to try to get information.

11 THE COURT: Who is Dr. Hicks?

12 MS. GEORGE: He is the doctor for the mother,
13 father, as well as the minor child, is my
14 understanding. So I'm trying to still get
15 information back to be able to speak with him.

16 BY MR. HENDRY::

17 Q. In your interim recommendation, according to
18 your report, was 50/50 timesharing?

19 A. That is correct.

20 Q. And splitting holidays?

21 A. Yes.

22 Q. Which we've resolved the Christmas holiday?

23 A. Correct.

24 Q. Okay. Your concerns about -- or your inability
25 to carry on with your recommendation of 50/50 timesharing,

1 was that based on Kathy Suarez's administration of the
2 PEth test in addition to Dr. Kline?

3 A. Well, that's in addition to -- yeah, the
4 contingencies on the information from Kathy Suarez for her
5 testing, as well as following up a little bit more from
6 Dr. Kline, as well as getting the records from Dr. Hicks.

7 Q. Before you make a final recommendation?

8 A. Correct.

9 Q. Okay.

10 A. There was also the CPI information. I want to
11 interview a couple of the investigators a little bit more
12 to find out.

13 Q. Regarding some of these prior incidents from a
14 couple years ago?

15 A. From the prior incidents, as well as some
16 additional documents that I received that I would like to
17 question those investigators about.

18 Q. Okay. And based on your speaking with Kathy
19 Suarez and your review of the test, do you have any reason
20 to believe that either one of these parties were consuming
21 alcohol while watching Levi?

22 A. It's really hard for me to say based upon the
23 testing because it's not -- it won't show me exactly what
24 days that they had the child on either end. So that's why
25 I'm kind of hoping that if we do -- during the Christmas

1 holiday, if we either do the Soberlink or the other
2 testing, which is similar, then you can kind of pinpoint
3 if people are drinking alcohol with the child.

4 Q. Okay. And that goes for both of these folks?

5 A. Correct.

6 Q. Okay. And is your understanding that Mr.
7 Granger has been exercising every other weekend with Levi
8 since approximately July of this year?

9 A. That's my understanding, yes.

10 Q. Okay. And since that time, do you know of any
11 weekends that Mr. Granger has not had Levi that he was --
12 the times where he was allotted to have Levi?

13 A. I don't recall any time that he didn't have the
14 child.

15 Q. Okay.

16 A. I can go back and double-check --

17 Q. Okay.

18 A. -- but nothing sticks in my mind.

19 Q. Have you heard whether or not there had been any
20 issues during Mr. Granger's timesharing with Levi since
21 July?

22 A. I have not been made aware of, like, any alcohol
23 issues or things like that that would be detrimental to
24 the child.

25 Q. Is it your understanding that timesharing with

1 Mr. Granger has gone well with Levi?

2 A. That's my understanding, yes.

3 Q. Okay. And, obviously, he has Levi every other
4 weekend right now, correct?

5 A. Correct.

6 Q. And do you see any issue with expanding his
7 timesharing from Friday to Sunday every other week from
8 Wednesday to Sunday every other week, giving him an
9 additional two days during his timesharing?

10 A. Well, my only concern, just like I said, I would
11 really like to talk to Dr. Kline a little bit more to find
12 out -- you know, he had some concerns through e-mail
13 transmissions to me. I need to find out a little bit more
14 of that information before I could, like, recommend that
15 it go more or less time for the father.

16 Q. Are we talking about because Dr. Kline --
17 there's some dispute about whether or not Mr. Granger knew
18 that Levi was seeing Dr. Kline?

19 A. I guess there's some dispute on that, as well as
20 trying to find out, you know, what has Dr. Kline been able
21 to determine, you know, a little bit more information from
22 the minor child about the instances or whether or not he
23 was present for the DVI or if it's something that has been
24 told to him about the incidences of the injunction
25 violence.

1 Q. Okay.

2 A. So that's where I would be kind of concerned to
3 understand that dynamic.

4 Q. So that would give you concern that Mr. Granger
5 would get a little bit more extra time during his
6 timesharing because of things that may have happened a few
7 years ago?

8 A. Well, it's the idea of who -- the incident --
9 the alleged violence incident would have happened a couple
10 of years ago, but my concern is who is promulgating or
11 telling this child about the violence now? Is that
12 something that is going on right now still, or has
13 Dr. Kline been able to figure out is there a timeframe to
14 that? Or is this something that was a child who was two
15 years younger at the time of the incident doesn't really
16 have a critical source of information?

17 Q. But at this point if --

18 A. I don't know.

19 Q. -- you wouldn't know whether either parent may
20 have been telling Levi about the litigation, right, either
21 mom or dad?

22 A. Correct, I wouldn't know about that.

23 Q. Okay. So at this point, that shouldn't affect
24 any timesharing, considering timesharing has gone well so
25 far, should it?

1 A. Well, I just don't want the parents to involve
2 this child in being in the middle of litigation is really
3 bad at all times possible.

4 Q. Right.

5 A. So I think both parents need to refrain from
6 talking to the child or showing any type of litigation or
7 showing papers because kids sense all of that stuff, and I
8 just don't want him to be put in the middle in any of
9 that.

10 Q. So assuming that neither party involves the
11 child in litigation, and assuming that neither party takes
12 drugs beyond what is prescribed or alcohol during their
13 timesharing, that shouldn't affect that, correct?

14 A. That shouldn't affect it.

15 MR. HENDRY: Okay. All right. Thank you.

16 THE COURT: Any cross?

17 MR. GLAROS: Yes, sir.

18 CROSS-EXAMINATION

19 BY MR. GLAROS:

20 Q. Ma'am, would it surprise you that Dr. Kline
21 refutes that he said that the child doesn't -- misses his
22 father when he's not with his father?

23 A. Yeah, that would surprise me.

24 Q. Okay. I'm trying to find my e-mail for you.

25 One second. What about the concerns that Dr. Kline has

1 about the father coaching the child to say that he is
2 wanting more time; was that addressed with Dr. Kline?

3 A. That would be something that would need to be
4 discussed with Dr. Kline more.

5 Q. Have you seen the video?

6 A. Which video?

7 Q. Where the father is encouraging the child to say
8 that he wants more time with the father?

9 A. Yes, I did see that video.

10 Q. And was that concerning that he was --

11 A. That was concerning.

12 Q. Okay. But you're sure that Dr. Kline indicated
13 that the child misses the father and wants more time with
14 the father?

15 A. Yes, because when I do my reports, I usually
16 take notes from talking to them at that time, and I would
17 not have included something that he did not discuss with
18 me.

19 Q. Did Dr. Kline indicate to you that he has
20 concerns that the father has been coaching the father
21 throughout the litigation?

22 A. He -- at the time when I spoke with him
23 initially back in October, he did not mention that to me.
24 But, again, that's why I need to speak to him further
25 about what is going on.

1 Q. Did Dr. Kline indicate that the child has been
2 denying his presence at the domestic violence incident by
3 telling him that daddy did not push mommy, that she fell?

4 MR. HENDRY: I'm going to object just because
5 what incident are we talking about? I mean, there
6 are multiple incidents, allegedly.

7 THE COURT: I'm going to allow you to just
8 repeat or rephrase the question to the witness
9 because I don't know that it gets into the specifics
10 so much as other communications.

11 BY MR. GLAROS:

12 Q. Does it concern you that Dr. Kline has indicated
13 that the child is telling him that daddy did not push
14 mommy, that she fell, as somebody that would be coaching
15 the child?

16 A. It is concerning.

17 Q. Since the child has, at some point, said he
18 doesn't remember, and now he is telling Dr. Kline that
19 daddy didn't do it?

20 A. Well, that's where we are getting conflicting
21 information from the child.

22 Q. And, clearly, who would that benefit if the
23 child is saying daddy didn't push mom?

24 A. Well, if that's what he specifically said, then
25 what would benefit the dad?

1 Q. Okay. Do you think that would be something that
2 my client would be coaching the child to say?

3 A. No. I would assume not.

4 Q. Okay. What did Dr. Kline tell you about the
5 video of the child mumbling something about spending time
6 with the father?

7 A. I'm trying to remember the time frame, if I had
8 that video when I spoke to Dr. Kline back in October, and
9 I don't think that I did at that time.

10 Q. Did he indicate that there would be a risk of
11 emotional harm for the child should be of significant
12 concern regarding the father putting his needs ahead of
13 the needs of the child?

14 A. It could be, yes.

15 Q. It was your suggestion for these parties to do
16 the holiday schedule with Soberlink; is that correct?

17 A. It was.

18 Q. And is based on your concerns of the results
19 from Ms. Suarez's testing?

20 A. Yes.

21 Q. Okay. So you do have some concerns of alcohol
22 use or abuse or else you wouldn't be recommending that,
23 correct?

24 A. Right, because it still indicates when they're
25 taking the test if there's a behavior and I want to make

1 sure that this child -- he is a good little boy. He just
2 needs to be protected.

3 Q. Do you have any other concerns about either of
4 these parties coaching the minor child?

5 A. It's hard to tell because, like I said, that's
6 why I want to get more information from Dr. Kline to see a
7 perspective from him if he is getting more information
8 from one parent or the other on coaching.

9 Q. Does Dr. Kline indicate that the child has been
10 giving conflicting stories?

11 A. He did.

12 Q. Did Dr. Kline also indicate that the child
13 appears to be bonded with the mother?

14 A. The child is.

15 Q. What did he say about the father's bonding with
16 the child?

17 A. I don't recall offhand what he had indicated
18 about the dad.

19 Q. In your report, you indicated it appears that
20 someone told the child that this incident of domestic
21 violence did not happen; however, one or both of the
22 parties had discussed the incident with the child. The
23 child had made conflicting statements to Dr. Kline about
24 the incident, which is concerning.

25 Is that -- which is concerning, does that mean

1 concerning to Dr. Kline? Concerning to you? Concerning
2 to both?

3 A. Well, it is definitely concerning to me, and I
4 think Dr. Kline is on the same position to be concerned
5 about the conflicting stories or trying to put the child
6 in the middle because the child needs to not be put in the
7 middle between the parents' issues.

8 Q. Has Dr. Kline indicated that the child has
9 become aggressive during their session?

10 MR. HENDRY: Asked and answered.

11 THE COURT: I will allow it.

12 MS. GEORGE: Yes. Dr. Kline indicated that.

13 BY MR. GLAROS:

14 Q. Did he tell you how the child was becoming
15 aggressive?

16 A. He just said he's being -- the way his
17 mannerisms when he's discussing things with him, playing
18 with the toys, things of that nature. That was a little
19 more short.

20 THE COURT: That was at the initial meeting,
21 correct?

22 MS. GEORGE: Correct.

23 THE COURT: Has it repeated itself?

24 MS. GEORGE: That, I'm not sure. I need to
25 follow up with Dr. Kline on that still.

1 BY MR. GLAROS:

2 Q. Did Dr. Kline indicate how the child was being
3 aggressive? What types of therapy he was doing with the
4 child?

5 A. He didn't go over what types of therapy he was
6 conducting with the child at that time.

7 Q. What was that?

8 A. I don't know what they were.

9 Q. Oh, I thought you said he did tell you?

10 A. He did not.

11 Q. Oh, I'm sorry.

12 A. That's okay.

13 Q. So when you have in here the child has some
14 difficulty expressing how he feels, and Dr. Kline had him
15 look at pictures to help him articulate how he was
16 feeling, does that refresh your memory about any of the
17 testing?

18 A. He did have pictures. I just didn't know if you
19 were asking -- maybe I misunderstood. I thought you were
20 asking if he was doing some kind of play therapy or
21 something like that, but he did use little cards to try to
22 figure out what feelings the child was having, because the
23 child is very articulate, which is very nice.

24 Q. Did Dr. Kline indicate that he had concerns that
25 the father was not telling him the truth when he indicated

1 that he had no idea until our last hearing that Dr. Kline
2 was involved with the case?

3 A. Dr. Kline did have that concern, yes.

4 Q. Okay. And isn't it true that not only had the
5 parties sought out Dr. Kline previously, Dr. Kline was
6 also mentioned in a motion that my office had filed in
7 August?

8 A. That is correct, it was in the motion.

9 Q. All right. Did Dr. Kline have concerns that the
10 father made no efforts to make any appointments with him
11 up until that last hearing we had?

12 A. That was concerning for Dr. Kline, yes.

13 Q. Is it concerning to you as well?

14 A. Yes, because if somebody had knowledge that the
15 child would be going, and they had discussions through the
16 TalkingParents and reviewed the motion filed by your
17 office, that would be concerning that somebody waited
18 several months to go in for a follow-up with Dr. Kline.

19 Q. Now, I heard Mr. Hendry question you about
20 Mr. Granger being served with a civil suit with the child.

21 Were you aware that opposing counsel refused to
22 accept service unless a 60-day extension to respond was
23 provided?

24 A. I was not made aware of that.

25 Q. Did I not tell you that in our last

1 conversation?

2 A. If you did, I just don't recall it offhand.

3 Q. And that our office agreed to a 30-day
4 extension, to which opposing counsel refused and said,
5 Good luck trying to get him served because he goes out of
6 town all the time?

7 A. I believe I recall that, yes.

8 Q. And we have that in an e-mail as well from him?

9 A. Yes.

10 Q. And that civil suit has nothing to do with the
11 paternity action; is that correct?

12 A. That's my understanding. I have not seen the
13 civil suit, but I assume it has nothing to do with this
14 child.

15 Q. Okay. And you think that providing -- a
16 stranger providing documents to the father at an exchange
17 would be involving the child in the litigation?

18 A. I think it's concerning because you're having
19 the parents' reactions to being served with documents,
20 then you get the follow-up questions from -- especially
21 from children that are smart and bright, What is that,
22 Dad? What do you have? They start questioning the
23 parents.

24 Q. Did that happen?

25 A. I don't know if that happened or not because I

1 just didn't want to -- I just say that is a concern if it
2 happened. It is just not -- I don't think it is an
3 appropriate time or place. I understand why people would
4 have served, but --

5 Q. In your practice as a family law attorney, do
6 you ever serve somebody at an exchange when they are
7 threatening to not be available for service?

8 A. I have not done that. I won't even serve them
9 on Christmas, either. So there are certain things I just
10 won't do.

11 Q. And Christmas is December 25th?

12 A. Correct.

13 Q. So in your report, you indicate that you had a
14 phone call with Dr. Kline. He, at that point, had two
15 sessions with the child. At the time of your report,
16 didn't he, in fact, have six sessions at that point?

17 A. No, because the report was issued on the 23rd,
18 so he met the child the day before. So at that time, he
19 only had the two that he told me about. So I don't know
20 if Dr. Kline had more, but that's the only two that he
21 indicated to me.

22 Q. Did you ask him how many times he had seen the
23 child?

24 A. I did.

25 Q. And he said those two?

1 A. He gave me those days, September 2nd and October
2 22nd.

3 Q. Would it surprise you if there's been six during
4 that time frame?

5 A. Yes, that would definitely surprise me, and I
6 would like to question Dr. Kline about that if there's
7 more.

8 Q. Okay.

9 A. Because I would have made reference to that in
10 my report.

11 Q. At this time he discussed with the mother the
12 sleeping arrangements with the child at her house.

13 What did he discuss?

14 A. Just getting the child used to being in his own
15 bed. He likes to snuggle with mom and dad. He is still
16 little. They are trying to transition him to be able to
17 stay in his own -- he's got a little (indiscernible) at
18 mom's house and the same with dad's. He needs to spend
19 time in his own bed. It is okay to be outside of mom's
20 bedroom or outside of dad's bedroom.

21 Q. Okay. So the child is sleeping in the bed with
22 both of these parents while they are having their
23 visitation?

24 A. That was my understanding from talking to
25 Dr. Kline about that. I think dad either stays in the

1 room with the child and then leaves, and I think the child
2 was spending the night with mom, and they were both trying
3 to transition -- I know mom was trying to transition him
4 to be in his own room.

5 Q. Okay. Your report came out in October, correct?

6 A. Yes, October 23rd.

7 Q. Okay. At the time of the writing of this, it
8 says that: Dr. Kline has stated the mother told him the
9 father is aware of his counseling. The father did not
10 reach out to Dr. Kline as of this date, and Dr. Kline is
11 not permitted to solicit the father?

12 A. Yes.

13 Q. So Mr. Granger had knowledge, at least on
14 October 23rd when you issued your report, about Dr. Kline?

15 A. Yes.

16 Q. And how long after that did he go and make his
17 appointment with Dr. Kline?

18 A. I don't know the date when he scheduled the
19 first appointment.

20 Q. It was after our November 1st hearing?

21 A. Yes.

22 Q. Okay. Do you have any appointments scheduled to
23 talk to Dr. Kline?

24 A. Not at this time.

25 Q. But as you stated in your deposition, you're not

1 suggesting or recommending that there's any deviation from
2 the current schedule that's in place until you have the
3 ability to do further investigation?

4 A. Yes. I would still like to talk to Dr. Kline
5 more. I would like to talk to Dr. Hicks, who I was unable
6 to call. My deposition was Wednesday before the Thursday
7 holiday break. Today is our first day back. I don't know
8 if they've called me back in the interim because I have
9 not been to the office.

10 Q. What is your concern with Dr. Hicks?

11 A. Dr. Hicks, I just want to make sure about the
12 dosages for the parties, confirming what they are saying
13 when they are taking their medications and see about
14 prescriptions if they're renewed regularly or if somebody
15 gets a 30-day prescription for a type of drug, do they
16 renew it every 30 days, or is it every 60 or 90 days, to
17 see if he has any information on that.

18 Q. Was there a concern with Dr. Hicks that the
19 father misled him into indicating that the child had not
20 received any vaccinations in an effort to get the child
21 vaccinated despite the child was in mom's care?

22 A. I think there was an issue, yes.

23 Q. Did you happen to review the letters from
24 Dr. Hicks recanting his previous recommendation, as the
25 father gave him misinformation?

1 A. I did review that.

2 Q. Okay. Do you find it concerning that at least
3 two doctors --

4 MR. HENDRY: Judge, I'm going to object. I was
5 never provided any letter from Dr. Hicks recanting
6 his prior testimony, so that's a discovery violation.

7 MR. GLAROS: I believe it is in your book.

8 THE COURT: I don't have any binders at the
9 moment.

10 MR. GLAROS: Right.

11 THE COURT: I do not know to what you are
12 referring, Mr. Glaros. (Indiscernible.)

13 MR. GLAROS: Give me one second to find it,
14 Judge.

15 THE COURT: Sure.

16 BY MR. GLAROS:

17 Q. Did you review the correspondence from Dr. Hicks
18 indicating that the father had given him bad information?

19 A. I believe I saw similar from Dr. Hicks, yes.

20 MR. GLAROS: Your Honor, I would argue that's
21 part of the hearsay waiver.

22 MR. HENDRY: Well, I would like to at least see
23 it.

24 THE COURT: I have no problem with you
25 addressing it in redirect to the extent that you have

1 the document that you are referring to so that you
2 would be able to point that out to Mr. Hendry,
3 particularly if it is in the binder from before.

4 MR. GLAROS: Sure.

5 THE COURT: So that I know, were these binders
6 from our November 1st hearing? If so, do you recall
7 if I retained a binder or not?

8 MR. GLAROS: We did not.

9 MR. HENDRY: I had given you a binder. I have
10 the one from November 1st.

11 THE COURT: My point was that normally, if I
12 have one that's retained, Tara is very good about
13 putting my new paperwork with it, so I would have it
14 here.

15 MS. GEORGE: That's his -- yes.

16 MR. GLAROS: Do you recall seeing this
17 correspondence?

18 MR. HENDRY: Yes, this was actually in our
19 binder.

20 MR. GLAROS: That's what I thought.

21 MR. HENDRY: Right. This, which says -- do you
22 want me to read it, or would you like to read it?
23 Levi Granger has not been vaccinated in his life. I
24 advised the father that he needs standard
25 immunization for entrance into school.

1 Exhibit 1.

2 BY MR. GLAROS:

3 Q. Then, Ms. George, did Dr. Hicks do a follow-up
4 to that correspondence as well?

5 A. Yes, I believe he did.

6 Q. And as part of that follow-up correspondence,
7 did he indicate that my previous letter was written after
8 being provided false information about vaccines?

9 A. I think that's what he indicated out of his
10 letter, yes.

11 Q. Who would have given him the false information
12 about the vaccines?

13 A. It would be either the mother or the father.

14 THE COURT: You previously indicated that
15 Dr. Hicks is the physician for both parties and the
16 minor child; is that correct?

17 MS. GEORGE: Yes.

18 THE COURT: Do you know how long Mr. Hicks has
19 been the treating physician for the minor child?

20 MS. GEORGE: I believe for his whole entire
21 time. He's been his pediatrician from day one.

22 THE COURT: Wouldn't he presumptively, then,
23 have his own independent knowledge as to when and if
24 the child had been vaccinated?

25 MS. GEORGE: He would.

1 THE COURT: Okay.

2 Sorry. Continue.

3 BY MR. GLAROS:

4 Q. So isn't it true that the mother actually had
5 the child vaccinated with the exception of a few vaccines
6 that were needed to be updated that she was in the process
7 of getting completed?

8 A. That's my understanding, yes.

9 Q. Is it concerning that the father told Dr. Hicks
10 that the child hadn't been vaccinated?

11 A. That would be concerning because you wouldn't
12 want to have the child double vaccinated, if Dr. Hicks
13 isn't going to look at the child's medical report, that
14 would be concerning.

15 Q. Now, you're not sure if Dr. Hicks was the one
16 who did the vaccinations, right? We're just assuming that
17 he was his pediatrician this whole time?

18 A. Correct.

19 Q. Is Dr. Hicks a pediatrician if he's treating
20 both of these guys?

21 A. I don't know how long they've seen this
22 particular doctor, so I'm not sure.

23 MR. GLAROS: I would submit this letter
24 correspondence into evidence, Your Honor, from
25 Dr. Hicks as our second exhibit.

1 MR. HENDRY: No objection.

2 THE COURT: That will be received as Mother's 2.

3 BY MR. GLAROS:

4 Q. Has the father also previously forged --

5 MR. HENDRY: I'm sorry. Will you be able to
6 send me a copy of this?

7 MR. GLAROS: Sure.

8 MR. HENDRY: That would be great.

9 BY MR. GLAROS:

10 Q. Is it concerning to you that there's at least
11 two doctors that seem to have not gotten the correct story
12 from the father?

13 A. Yes.

14 Q. In addition to that, was there an issue with the
15 child's immunization when it comes to COVID-19
16 vaccinations?

17 A. I believe there was an issue.

18 Q. Did you review those documents?

19 A. I did look at those.

20 Q. Is it my client's contention that Mr. Granger
21 forged her name on those documents and submitted them for
22 a religious exemption?

23 A. That's my understanding, yes.

24 Q. Did you follow up on that to verify?

25 A. I'm in the process of doing that.

1 Q. Okay. So that's at least three different
2 medical issues that have occurred in which there's some
3 layer of inconsistencies?

4 A. Yes.

5 Q. Okay. Did we have an issue just with
6 Thanksgiving with timesharing, Ms. George, with exchanges?

7 A. For this Thanksgiving?

8 Q. Yes, ma'am.

9 A. I don't recall if there's an issue with
10 Thanksgiving. It just happened this Thursday, this past
11 Thursday.

12 Q. As far as exchange?

13 A. As far as the exchange?

14 Q. Do you recall seeing the correspondences that
15 were provided to you? You discussed them in your
16 deposition about the father trying to pick up the child at
17 1:00 a.m. at the airport --

18 A. I apologize.

19 Q. -- as opposed to changing the schedule?

20 A. I did see those. I didn't take that as
21 Thanksgiving Day. I apologize.

22 Q. I'm sorry.

23 A. So, yes, there was an issue with an exchange
24 time because my deposition was happening that Wednesday
25 morning, and the exchange time was supposed to be at

1 10:00, and I think the mother needed it to be starting at
2 9:45, so, yes.

3 Q. And what transpired?

4 A. The parties were going back and forth, back and
5 forth on their e-mails. Then eventually, it was
6 threatened to have the -- the mother was flying in from
7 out of town late. The father was saying that he would get
8 the Tampa Police Department at the exchange to make sure
9 that it would happen the night before because he wanted to
10 make sure he got the child.

11 Mom was looking for 15 minutes earlier because I
12 think her father was the one doing the exchange during
13 that time but had a medical appointment at 10:00.

14 Q. Okay. Do you feel like either party was being
15 unreasonable by arguing over a 15-minute exchange time?

16 A. I think there should be some flexibility on
17 that. I don't think, from the child's perspective, it
18 would be great to be welcomed to Florida off an airport
19 and have the police there. It just doesn't bode well for
20 either party. That's not good.

21 Q. Just so we're clear, that was the father's
22 suggestion that he would show up at the airport with Tampa
23 PD?

24 A. Yes.

25 Q. At 1:00 a.m. to pick up the child?

1 A. I know it was late, but I'm not quite sure it
2 was 1:00 a.m. or what time their flight was returning. So
3 it was late at night.

4 Q. When you say the mother was late, you mean her
5 flight was coming in late, not that she was late for an
6 exchange, right?

7 A. Correct. Yeah. The flight was coming in late.
8 I don't know the time that she was landing.

9 Q. And the parties were to exchange at 10:00 a.m.
10 the next morning?

11 A. That's correct.

12 Q. My client requested for Mr. Granger to have the
13 child 15 minutes earlier to allow him even more time?

14 A. Yes.

15 Q. And he was not agreeable to that; is that
16 correct?

17 A. That is my understanding, yes.

18 Q. And was that due to a third-party meeting to
19 facilitate the exchange at a doctor's appointment?

20 A. That is my understanding from the e-mails.

21 Q. When finally did Levi's grandfather wind up
22 canceling his doctor's appointment and taking him at 10:00
23 instead of meeting him at 9:45?

24 A. That was my understanding, yes.

25 Q. When we were in here last time, the issue was

1 raised that your deposition would be occurring that
2 morning on the date of the exchange, and what was
3 Mr. Granger's response to that?

4 A. I believe he was going to appear via Zoom for
5 part of it, but that he would be able to go get the child.

6 Q. Okay. Do you think the parties should be more
7 reasonable when it comes to flexibility on exchanges or
8 timesharing?

9 A. I think they need to be a little flexible
10 because things do come up, especially when you have a
11 third party bringing the child for timesharing. You know,
12 you have to have a little bit of flexibility. Fifteen
13 minutes is not going to be something that should be -- you
14 know, unless it was routinely that somebody is always 15
15 minutes late or always 15 minutes early, then, fine, yeah,
16 that needs to be a little bit more strict on the time is
17 the time, but there should be some flexibility for life
18 events that happen that cause people you either be too
19 early or too late towards the drop-offs because things
20 happen.

21 Q. Okay. And my client voluntarily provided
22 Mr. Granger with Thanksgiving Day and holiday, correct?

23 A. Correct.

24 Q. As well as Christmas Eve to Christmas morning
25 timesharing as well?

1 A. Yes.

2 Q. You indicated that -- well, you talked about
3 Ms. Suarez's testing. Did it concern you that the father,
4 despite being told by the Court to not complete a urine
5 exam on June 6th, went ahead and did a urine exam and
6 didn't submit to his hair and nail for another 29 to 30
7 days?

8 A. It is concerning because if everybody had an
9 agreement of what they were supposed to be taking for
10 testing, then he should have done as indicated.

11 Q. Okay. And did that 30 days -- I mean,
12 theoretically, would that allow some of the drugs and/or
13 alcohol use to dissolve from his system?

14 A. It could, yes.

15 Q. In regard -- we've talked about the doctor
16 issue. Do you have a position on shared parental
17 responsibility at this time, or is that something that you
18 need further investigation as well?

19 A. I would like to further investigate with more
20 information from Dr. Hicks, Dr. Kline, and CPIs.

21 Q. So with that thought process, was there issues
22 with the child getting dental work done?

23 A. Yes, there was.

24 Q. What were those issues?

25 A. The child definitely needed medical attention

1 for his teeth, and the parties could not reach a -- I'll
2 say timely agreement as to getting things done. Then
3 eventually, the mother had to unilaterally act because the
4 child wasn't, you know, was uncomfortable and needed to be
5 seen by the dentist right away.

6 Q. Is it true that the father had taken a couple of
7 months after requesting a second opinion and still had not
8 obtained one?

9 A. That's my understanding from the records, yes.

10 Q. Then my client went ahead and acted and got the
11 medical treatment needed?

12 A. Correct.

13 Q. Okay. Has there been issues in regards to the
14 parties' inability to agree on something as simple as --
15 well, continue to agree on the child's schooling?

16 A. Correct.

17 Q. What happened with the child's schooling,
18 Ms. George?

19 A. They had discussions about having the child go
20 to school, and mother has suggested a school, and through
21 their TalkingParents app, it appeared that the father had
22 agreed to it. Was agreeable to split costs for uniforms
23 and things of that nature, but then, by the time we got to
24 enrollment, there was a change of mind on what was going
25 on with the school.

1 Q. Did the father attempt to schedule mom
2 appointments to put the child in another school after
3 they've already agreed on that?

4 A. I believe so, yes.

5 Q. Is the child currently enrolled in St. Ignatius?

6 A. I think he is right now.

7 Q. And that's the school that the parties had
8 originally agreed on the child going to?

9 A. Correct.

10 Q. Something as simple as a haircut, Ms. George.
11 Were the parties able to agree on the child getting a
12 haircut?

13 A. There tends to be difficulty about that.

14 Q. Did my client provide opposing party at least
15 six weeks of messages for him to provide the child with a
16 haircut, and eventually, she had to do it herself as it
17 never got done?

18 A. I would have to double-check the length of time,
19 but there was messages back and forth for a period of time
20 that it didn't get resolved.

21 Q. Do you think these people are going to be able
22 to coparent if they can't make these decisions together
23 when they're under the Court's microscope?

24 A. I think they will, because I think they need to
25 have a parenting coordinator to help them better coparent.

1 Q. And what is that role going to do?

2 A. It's going to help have the parents learn how to
3 be flexible and understand when people are asking
4 questions, they need to answer the specific questions, you
5 know, because there are certain things that they're both
6 doing that hinder the ability of their child to succeed
7 and do well.

8 Like changing their minds on schooling, that's
9 an issue. Because you guys -- both parents need to know,
10 Where is the child going to be able to be enrolled? There
11 are certain deadlines for schooling when it's going to
12 come past that you're not -- the child will miss out on
13 these opportunities if the parents cannot be on the same
14 page.

15 I think if you have a strong parenting
16 coordinator that is going to help them learn, the common
17 goal that they both have is to have their child to
18 succeed, and they both need to work to that common goal,
19 not their agendas and what they think is good for them.
20 It is about the child.

21 Q. And you think a parenting coordinator is going
22 to be able to assist them?

23 A. I think so. If they have an effective one, yes,
24 that's going to help because they've got a while to go.

25 Q. Is the parent coordinator able to make decisions

1 **for the parties?**

2 A. Not unless they -- it gets deferred to them by
3 agreement of the parties if they felt they cannot make
4 that decision.

5 Q. We had difficulties just agreeing on a Christmas
6 schedule, didn't we, with you present, both attorneys
7 present?

8 A. There was some difficulty, yes.

9 Q. Okay.

10 A. But they haven't had a parenting coordinator
11 yet.

12 THE COURT: With that idea, do you have any
13 particular suggestions for a parenting coordinator
14 that would work appropriately with this family?

15 MS. GEORGE: Offhand, Your Honor, I do not have
16 the name of a particular one offhand. I would have
17 to look one up.

18 BY MR. GLAROS:

19 Q. You had mentioned Andrea Mason, I believe, at
20 your deposition?

21 A. Andrea Mason, yeah. I thought about her before.
22 I'm not quite sure if she is taking any new cases. I just
23 had her appointed on a case and she said she had, like,
24 one more spot, and I don't know if the spot that she was
25 referring to was for my client or if she still had one

1 more available.

2 Q. Do you have concerns that the father filed a
3 false police report against my client in regards to
4 domestic violence and then recanted that?

5 A. Yes, because that's part of why they did
6 investigate with the CPI.

7 Q. Have you reviewed correspondence from the father
8 to the mother where he, in fact, withdrew that and
9 admitted that he did the injury to himself?

10 A. I did see those, yes.

11 Q. Did you review the police reports from that
12 incident that indicated that despite Mr. Granger
13 indicating my client was intoxicated, the police officer
14 didn't believe -- didn't see any signs of alcohol on my
15 client?

16 A. Yes, that was in the police report.

17 Q. And the police report indicated there were no
18 markings on my client whatsoever?

19 A. Correct.

20 Q. Have you had the opportunity to review photos of
21 her hands to show there were no markings on her hands from
22 that incident?

23 A. I did look at the photographs that were attached
24 to the police report.

25 Q. Okay. And that case was eventually dropped; is

1 that correct?

2 A. That's my understanding, yes.

3 Q. In regards to Ms. Granger, you said that you
4 don't think that her and Ms. Goetz are friends.

5 Is that a bit of an understatement?

6 A. It could be, yeah, an understatement. That's
7 probably the polite way to say it, yes.

8 Q. Is it true that, in fact, Mr. Granger and Ms.
9 Goetz participated in an affair against Ms. Granger?

10 A. That's correct.

11 Q. Okay. And at one point, Ms. Granger filed some
12 sort of stalking injunction against my client?

13 A. She did.

14 Q. Did you follow up on any of the allegations of
15 abuse that Ms. Granger had against Mr. Granger involving
16 bruising on herself?

17 A. I did not follow up on that.

18 Q. Do you intend to do that?

19 A. I will look at the additional CPI
20 investigations, yes.

21 Q. Okay. Now, both Ms. Granger and Mr. Granger
22 have indicated that they do a 50/50 timesharing
23 arrangement, is that correct, for their two children?

24 A. Yes, that's what they've told me.

25 Q. Is that actually the timesharing that occurs?

1 A. That, I don't know for 100 percent.

2 Q. Well, you indicated that at least the one child
3 comes and goes as he pleases; is that correct?

4 A. Yes, because he's a little bit older.

5 Q. Okay. Then as far as the younger child, is she
6 actually exercising 50/50 timesharing with the father?

7 A. That's what I was told, but I don't have any
8 document or proof to show that it's happening one way or
9 the other.

10 Q. Have you reviewed the father's travel schedule
11 to determine when he is actually in town?

12 A. I have not received the travel schedule.

13 Q. Would his travel schedule and his travel history
14 impact whether or not you think he's able to do equal
15 timesharing?

16 A. It would because I would have to see how much
17 time he is actually out of town for travel.

18 Q. Ms. Granger said she had no concerns for the
19 father's use of alcohol and has had to take multiple drug
20 tests. That is in your report.

21 What was he taking multiple drug tests for?

22 A. I believe she was referring to the ones in this
23 case.

24 Q. Okay. So she knows about those?

25 A. That's my understanding. That's why she would

1 relay that to me.

2 Q. In your report on page 9 where it says: She
3 stated that she saw the father with bruises on his face
4 and scratches on his face from the mother.

5 You weren't able to verify if she actually saw
6 how those got there or if Mr. Granger just told her that?

7 A. Yes. I don't have any verification of that.

8 Q. Okay. So you don't know if she witnessed
9 anything?

10 A. I do not know.

11 Q. Did you review the Domestic Violence Injunction
12 that she filed against my client for stalking?

13 A. I did look at that.

14 Q. Was it granted?

15 A. No. I think it was dismissed.

16 Q. Ms. Falkenback, that you interviewed, she said
17 she had seen bruises on the mother in the past. Did she
18 indicate how those bruises were put on her?

19 A. I think she did not indicate which way -- how it
20 happened. But she said that she did not like the fact
21 that the mother had a relationship with the father.

22 THE COURT: I'm sorry. Say that again?

23 MS. GEORGE: Ms. Falkenback did not, like,
24 approve of the relationship between the father and
25 the mother. So she thought that some of the abuse

1 was happening as a result of the father, but I don't
2 know what proof she would have one way or the other
3 to show that.

4 BY MR. GLAROS:

5 Q. Have you reviewed the DVI hearing transcripts in
6 which the father admitted to bruising the mother?

7 A. I did look at that.

8 Q. Based on his own testimony, do you have concerns
9 or any doubt that there was any kind of domestic violence
10 that was going on?

11 A. It's hard for me to say because there's
12 different levels of things. So that would be more better
13 for the trier of fact to determine whether or not he is
14 the one that committed the violence to her or not.

15 Q. Well, did he admit to bruising her in the DVI
16 transcript?

17 A. He did.

18 Q. Were they there for domestic violence?

19 A. They were.

20 Q. Did you further flush out that incident to see
21 what happened?

22 A. I didn't explore that further with them, no.

23 Q. Okay. Is that something that you intend to
24 continue to flush out as well?

25 A. Correct.

1 Q. And you stated the same with the police
2 officers, as well as the CPS investigators that were
3 involved in the case?

4 A. That is correct.

5 Q. Is it your intention to make contact with them
6 before making any further recommendations?

7 A. Indeed, yes.

8 Q. Okay. In those DCF investigations, were they
9 closed out without any findings, as the child was in the
10 mother's custody when the parties had broken up?

11 A. Yes, because the parties were separated, so they
12 didn't seem to pursue it any further.

13 Q. Okay. Have you talked to any police
14 investigators about possible investigations of the father
15 filing a false police report?

16 A. I have not.

17 Q. Okay. Did you investigate further about the
18 minor child returning from timesharing with the father,
19 and then his behavior changed where he is spitting on his
20 brother and attacking his brother?

21 A. That, I would have to investigate a little bit
22 more. I wasn't aware of that.

23 Q. Do you recall that these parties have a No
24 Contact Order in place?

25 A. Yes, I believe they do.

1 Q. Have you observed instances in which the father
2 is talking on TalkingParents to the mother about things
3 that are not related to the child?

4 A. There have been issues in the TalkingParents
5 that are not related specifically to the child.

6 Q. Have you observed where he has called her a
7 prostitute in TalkingParents?

8 A. I don't recall offhand on that, but I know he
9 has made reference to that term.

10 Q. What happened on Valentine's Day? Did he send a
11 gift home with Levi to his mom? I'm sorry. Her birthday?

12 A. Yes. It is my understanding that he did.

13 Q. And what was that gift?

14 A. I can't recall what the gift was, but I know he
15 did purchase something or had something made, and the
16 child did give it to the mother.

17 Q. When did he send the child home with handcuffs
18 to mom?

19 A. That, I don't recall the date on that.

20 Q. Do you recall on Father's Day, he sent the child
21 home to mom to give her handcuffs as a gift?

22 A. I would have to go back and look, but I don't
23 recall that.

24 Q. Does the father continue to send my client
25 pictures of himself on TalkingParents?

1 A. The TalkingParents should just be between the
2 parties for child purposes only. They don't need to be
3 exchanging pictures or videos of each other on there.

4 THE COURT: I understand that. I don't think
5 that answers Mr. Glaros' question.

6 MS. GEORGE: I apologize. Can you please ask me
7 the question again?

8 BY MR. GLAROS:

9 Q. Has the father been sending pictures of himself
10 to mom through TalkingParents?

11 A. Yes.

12 Q. Do you feel that would be a violation of the No
13 Contact Order?

14 A. I don't know if I can answer that because that
15 would be something, I think, the Court would determine on
16 that.

17 Q. Let me rephrase the question.

18 Do you think that him sending pictures of
19 himself to mom is in the spirit of only communication
20 about the minor child pursuant to their order?

21 A. No. If it's a picture of dad, you know, if they
22 were doing something together and they're both in there,
23 and he is relaying a picture of, say, an event that a
24 carnival or something they're both in, then that, you
25 know, I don't consider that would be a violation. But if

1 it is just a picture of him, that's a problem.

2 Q. Did you review the May 10th, 2023,
3 TalkingParents, which the opposing party tells the client
4 she is mentally ill and needs help, accuses the client of
5 pretending to be abused, that she is the problem?

6 A. I do recall seeing that.

7 Q. And is May 10th of '23 after the No Contact
8 Order was in place?

9 A. It's my understanding that would be, yes.

10 MR. GLAROS: Okay. Judge, how long are you
11 going to let us go?

12 THE COURT: Are you wrapping up? In the next
13 five minutes. You've already gone more than about 45
14 to his 36 on the other side.

15 BY MR. GLAROS:

16 Q. Ma'am, May 14th, do you recall seeing
17 TalkingParents in which opposing party says he's not
18 worried about Pollack or the Court? He accuses my client
19 of doing this because he caught her prostituting herself,
20 and she doesn't want him to know the truth. Then wished
21 her a happy Mother's Day. He says the client is toxic and
22 a poisonous woman and accuses her of stealing files from
23 his house?

24 A. I believe that if it's in the TalkingParents
25 messages, that's part of the ones that I've looked at,

1 yes.

2 Q. Did that correspondence TalkingParents exchange
3 have anything to do with Levi?

4 A. No.

5 MR. HENDRY: Judge, I'd ask that I get redirect,
6 if we only have five minutes.

7 THE COURT: Mr. Glaros, how much more do you
8 have, sir?

9 MR. GLAROS: Well, you told us to address all
10 the issues. I mean, I can go at least another hour
11 going through these TalkingParents allegations if
12 we're doing that motion today as well?

13 THE COURT: Well, you can skip over that. What
14 else do you have that has to do with the temporary
15 timesharing issue?

16 MR. GLAROS: I will concede my time but ask for
17 the ability to call her in my case in chief.

18 THE COURT: I think you've gone well beyond the
19 scope of direct already without objection.

20 So go ahead, Mr. Hendry.

21 MR. HENDRY: Just some real brief follow-up.

22 REDIRECT EXAMINATION

23 BY MR. HENDRY:

24 Q. Ms. George, it was your testimony that both
25 parties should be more flexible in terms of timesharing in

1 the best interest of Levi, correct?

2 A. Correct.

3 Q. And that goes both directions?

4 A. Yes.

5 Q. Okay. Just talking about the dental work that
6 has been brought up today by Mr. Glaros.

7 Is it your understanding that on August 9th,
8 Mr. Glaros had sent a letter on behalf of his client for
9 Levi to get quite extensive dental work done, which was --
10 the original estimate was over \$4,000?

11 A. Was that with Dr. Matney (phonetic)?

12 Q. Yes.

13 A. Yes.

14 Q. And at that point in time, Levi had baby teeth,
15 correct?

16 A. Correct.

17 Q. Okay. And on August 11th, we sent a letter that
18 you reviewed to Mr. Glaros' office asking that Mr. Granger
19 get a second opinion, correct?

20 A. I did see that.

21 Q. Okay. And after receiving no response, again,
22 on August 16th, we sent another letter asking that Ms.
23 Goetz provide some time for Mr. Granger to have Levi get a
24 second opinion for the dental work, correct?

25 A. Yes.

1 Q. Okay. And during that time period, Mr.
2 Granger's time period was -- time period that he had with
3 Levi was limited from Friday afternoon at 5:00 p.m. until
4 Sunday, correct?

5 A. Yes, he had an abbreviated schedule, yes.

6 Q. And there are very few dentists that are open on
7 Saturday, correct?

8 MR. GLAROS: Objection. Calls for speculation.

9 THE COURT: I'm allowing it.

10 MR. HENDRY: At this point, Judge, I would offer
11 into evidence the two letters that we sent to
12 Mr. Glaros regarding a second opinion for dental
13 treatment for Levi.

14 THE COURT: Any objection?

15 MR. GLAROS: Can I see it? No objection.

16 THE COURT: Those would be received as Father's
17 Composite 1.

18 MR. GLAROS: Do you have an extra copy?

19 MR. HENDRY: I do.

20 MR. GLAROS: Thank you.

21 BY MR. HENDRY:

22 Q. Ms. George, in terms of the exchange for
23 Thanksgiving, Mr. Granger had indicated that he wanted to
24 attend part of the hearing, was that your understanding,
25 prior to getting Levi?

1 A. The deposition?

2 Q. Yes, the deposition.

3 And it was only the day before that Ms. Goetz
4 had sent Mr. Granger a request to alter the times,
5 correct? November 21st was the request to alter the time
6 to 9:45?

7 A. I think so. I would have to look back at the
8 TalkingParents messages, but I know it was a short time
9 period when they brought that up.

10 Q. The 22nd was Thanksgiving -- I'm sorry, the
11 Wednesday before Thanksgiving, correct, which was last
12 Wednesday?

13 A. If I can look at my calendar?

14 Q. Sure.

15 A. I'm sorry. Yes. So the 22nd was a Wednesday,
16 and they were having the issues Wednesday night, the 21st.

17 Q. Okay. Ms. Goetz had known about that
18 timesharing since November the 1st, three weeks, correct,
19 which was our last hearing here?

20 A. I think it was brought up that she was going out
21 of town at that time.

22 Q. We had come up with Thanksgiving timesharing on
23 November 1st, correct?

24 A. Correct.

25 Q. Then it was on November 21st when she came up

1 with a suggestion to change the timesharing, correct?

2 A. That is my understanding, yes.

3 MR. HENDRY: I don't have any further questions.
4 Thank you.

5 THE COURT: Okay. So, folks, that's all the
6 time we have for the temporary relief. I can tell
7 you, at this point in time, candidly, I'm denying the
8 motion without prejudice as to where it is. You
9 don't have to demonstrate that there's been any kind
10 of substantial change in circumstances when you're
11 coming through, but what you do have to demonstrate
12 is whatever the requested time change is actually
13 something that's in the best interest of the child
14 and right now, I didn't really have that type of
15 evidence that was presented.

16 I had more presented of what dad wants, and I
17 completely understand you wanting to have more time.
18 That's normal. That's natural. I think in virtually
19 every case I have, I have at least one parent, if not
20 both, who want more time with their child.

21 Here, I haven't heard anything about how or why
22 or how that would be in the best interest of the
23 child. What's the benefit to Levi? I can't just
24 randomly draw conclusions or say, Okay, this is
25 somehow to the benefit or detriment in one way,

1 shape, or form.

2 So to the extent that that's there, you
3 effectively didn't meet your burden of proof to
4 convince me that I should reconsider things from
5 where they are right now, so I'm leaving it status
6 quo. It actually operates from the same extent with
7 regards to mom's request for ultimate decision-making
8 authority on the issues.

9 Again, this is without prejudice. There is some
10 concern as to your respective abilities to
11 communicate with one another. Some of these issues
12 that were set forth -- and I appreciate part of it is
13 because of the limited time frame when everybody is
14 trying to put all of this in of needing to narrow
15 down the timeframe of how things progress.

16 Some was more historical. These, I understand,
17 were even just a couple of months ago and I know that
18 the original time that we're putting in place for
19 this is really from about July, so not too far after
20 that.

21 Your communication with one another, from what I
22 understand, definitely needs improvement. It's going
23 to be hard for you all to coparent in any type of
24 timesharing situation if you can't drastically
25 improve in that arena.

1 With regards to the suggestion that Ms. George
2 had made on there about exploring a parenting
3 coordinator, I'm going to provide both sides with a
4 list of who are the current folks that, apparently,
5 are qualified in this circuit for parenting
6 coordination, but I will remind you all that if there
7 is ultimately a history of domestic violence -- and I
8 know we have a two-hour return hearing set for next
9 week -- the Court can't compel parties to go and
10 participate in parenting coordination with a history
11 of domestic violence unless the parties agree to it.

12 That being said, whether or not you say there is
13 violence on there, if you all can't improve the way
14 you communicate with one another, you're essentially
15 damning yourself to a lifetime of ongoing problems.
16 It is something that has to be fixed and corrected.

17 Parenting coordination is a mechanism which very
18 much can be done in order to improve parent
19 communication with one another, to educate folks on
20 how to do that better to reduce the conflict from
21 where it is.

22 If you do engage one of those folks, they may
23 have their own criteria as to what they want you to
24 do. They may not even want you to use
25 TalkingParents. They might want you to switch over

1 to Our Family Wizard, because with Our Family Wizard,
2 they could have a professional account where they
3 just log in and see live what your communications are
4 without you having to do the download and send the
5 PDF over to somebody to read through and review the
6 different stuff on there.

7 So these are just things that you all should
8 have discussions amongst yourselves for doing, but
9 from my standpoint, whatever you can do to improve
10 how the two of you are communicating with one another
11 about your son is bound to be in his best interest at
12 the end of the day, right? Because the better your
13 communication is, the less conflict there should be.

14 That being said, the two respective motions that
15 we were able to address here today, they're both
16 denied without prejudice. Obviously, I pushed -- the
17 consideration of your Motion for Contempt, but
18 because of our time concerns, that was secondary in
19 nature. It is one of those things we will talk about
20 again at the pretrial conference and see if we need
21 to have a whole separate hearing on that, or if that
22 is just going to get subsumed into the final since
23 everybody knows that is now firmly on the books.

24 As much as I appreciate the concerns about
25 limitations on everybody's resources of trying to

1 litigate all of these different matters and you are
2 trying to work with one another to resolve even
3 issues of drugs or alcohol concerns, I would rather
4 you all continue that notion of trying to be wise
5 consumers of those legal resources.

6 I don't want either one of you feeling that
7 you've somehow exhausted the resources you have
8 marshaled and then end up having to go into a final
9 hearing without representation or having to change
10 representation because it's just going to be more
11 frustrating to you individually, as well as to some
12 portion of the process, but be mindful of that.

13 Three days of trial is not an inexpensive
14 venture.

15 Very quickly, just from a time consideration
16 here, Mr. Glaros, what's your current hourly rate?

17 MR. GLAROS: 400, sir.

18 THE COURT: The paralegal working primarily with
19 you on this case, their rate?

20 MR. GLAROS: 150.

21 THE COURT: Mr. Hendry, the same two questions
22 for you, sir?

23 MR. HENDRY: 300. 125.

24 THE COURT: Ms. George, what's your rate on this
25 case, ma'am?

1 MS. GEORGE: 300, Your Honor.

2 THE COURT: Okay. \$1,275 an hour, times 8 hours
3 a day, times 3 days, \$30,600. That doesn't involve
4 any preparation work whatsoever. A conservative
5 nature tells me I can take that number and multiply
6 it by 5 because your lawyers are going to -- who they
7 get into prep mode for the trial, all the efforts
8 that are being spent trying to get things settled or
9 resolved, they go by the wayside, or they get added
10 onto the side, but they're going to depose everybody.

11 A court reporter could be there. Get
12 transcripts done of all of the depositions. Peer
13 through those things six ways to Sunday. Highlight
14 them. Tab them up so if somebody changes their story
15 on the stand in front of me, they have it there to
16 impeach their credibility or try to refresh things.

17 It means that just litigating the case in the
18 final hearing is going to likely be over \$150,000 in
19 legal fees on there. That doesn't include things
20 like court reporter's fees, transcript fees. Things
21 for expert witnesses. Like, if Dr. Kline or
22 Dr. Hicks, or any of these other folks have to be
23 subpoenaed in to be there, right?

24 So it would not shock me if each of you ends up
25 having to spend six figures above and beyond what

1 you've already paid just for the final hearing on
2 this case, okay?

3 Do you know what you could do with that for a
4 five-year-old boy? You could more than just pay for
5 everything, the rest of his education, college, bank
6 things away, give him a car when he goes off to those
7 things. I'm presuming he stays here in Florida. If
8 he goes out of state, that's an entirely different
9 matter, depending on where you are going, okay.

10 But my point of all of this is, even if you get
11 through all of that, I can't tell either one of you
12 with absolute certainty that's going to be the last
13 time you ever litigate these issues. He's five. The
14 standard in family law cases is even a Final Judgment
15 could be reviewed and potentially modified if there's
16 some substantial change in circumstances that occurs
17 down the road.

18 We used to have a requirement that it had to
19 even be unanticipated. The legislature just kind of
20 tweaked that this past year in July, potentially
21 opening the floodgates of litigation for different
22 things along the way.

23 So I'd hate for you to go through all of this,
24 then just to find out your five-year-old once he
25 graduates elementary school and is ready to

1 matriculate into middle school, and whatever else is
2 happening in your respective lives at that point in
3 time, may result in you coming back in for another
4 round. And you might have spent all of these
5 resources just to deal with what? Three, four, five
6 years top where something else could have happened?

7 I'm not saying that it will change. I'm just
8 pointing out to everybody that it can. That until
9 your son actually turns 18 or graduates from high
10 school to, the Court has jurisdiction to address what
11 is in the best interest of your child for
12 timesharing.

13 Your relationship with one another and your
14 relationship with your son isn't going to magically
15 end then. It's not like you only have 13 years left
16 to put up with one another. It is a lifetime. You
17 just have 13 years left of resources to help you try
18 to improve what that is going to be like afterwards.

19 So explore those things and considerations. Do
20 what you can, otherwise, I'm going to see you on
21 January 9th for the pretrial conference on there. We
22 will calendar whatever other hearings we have to on
23 discovery or what needs to be dealt with separately
24 as opposed to the final, but we're also going to be
25 keeping our eye and keeping that final hearing on the

1 books and getting it done with the ever-present hope
2 that you all can somehow come to a global accord that
3 might obviate you all from doing that.

4 I can guarantee doing three days of trial on
5 this case is not going to help either one of you.
6 Meaning, you may end up with a result from it, but
7 your relationship -- as bad as it is with one another
8 right now, think about what happens if that gets
9 stuck in that status quo of limbo for the next two to
10 three years of your life because that's essentially
11 what the studies show will happen if you have a
12 contested final hearing in your case.

13 Your ability to coparent with one another will
14 effectively be destroyed, particularly if you have to
15 keep coming back in on enforcement issues on whether
16 or not you will follow through on what this Court
17 does on a parenting plan.

18 And final thoughts on that so that you can each
19 digest this, even though I know I've covered it with
20 you before, when it comes to, ultimately, what the
21 Court determines as a parenting plan for your
22 children, no offense, but the odds are in my favor.

23 What I mean by that is the standard of review
24 for appeal. If either one of you is so put off by
25 whatever the ultimate ruling is, based upon the

1 evidence that I get during those three days, could
2 any reasonable person have gotten there based upon
3 the competent, substantial evidence presented to the
4 Court?

5 The Appellate Courts understand your case will
6 turn out differently in front of any myriad of judges
7 who it comes in front of, right? You don't know how
8 the person wearing the black robe, how they're going
9 to perceive things, they weigh the credibility that's
10 afforded. It is not a one-size-fits-all approach.
11 It is trying to figure out what is in the best
12 interest of this particular child based on the
13 evidence that is presented.

14 I've already told you before, I know one, if not
15 both of you, isn't going to like it, but the odds are
16 you will be stuck with that.

17 Financial issues, that's a lot easier to track
18 the math and figure out if somebody made a mistake
19 along the way. In this area, the DCAs do not really
20 like to backseat drive. As long as they look at it
21 and go, Somebody could have gotten there from the
22 evidence that was put on there. They're likely just
23 going to defer to the discretion of the Court.

24 I will never ever know Levi as well as the two
25 of you do. I told you that. But I'm the one who is

1 going to make that decision if the two of you can't
2 come up with something each of you can live with.

3 You've demonstrated to me when you're under the
4 gun, under pressure, having hearings on it, you all
5 can come up with Band-Aids and resolve the concerns
6 that each of you can ultimately live with. Expand
7 upon that. Figure out what you can do.

8 You want to build a chutes-and-ladder approach
9 for the concerns when these issues pop up in front of
10 you for drug use or alcohol use? You can do that and
11 build that, and I can ratify your agreement. I can't
12 impose that, not in a Final Judgment setting anyway.

13 All right. Mr. Hendry, I'm going to task you
14 with a running point on doing just a concise order
15 denying both motions without prejudice on there.

16 Mr. Glaros, I'm going to task you with doing the
17 order that set up for the pretrial conference. So
18 that way, you can get from Tara what is going to be
19 in there.

20 Mr. Hendry, since you represent the Petitioner,
21 you're going to run point on the order setting the
22 final hearing of non-jury trial. I have standard
23 Word form orders that you can each just get from Tara
24 in there that you should be able to change the case
25 style, fill in the blanks and the dates that we

1 discussed.

2 Mr. Hendry, you will have to put a little bit of
3 a paragraph tweak because I've included the two
4 different breakdowns of how I'm shortening the time
5 period for responding to discovery requests, but I'm
6 certain you can get that paragraph taken care of
7 between yourself, Mr. Glaros, and Ms. George and
8 could get those things uploaded to me.

9 In an ideal world, three of those orders will be
10 reviewed and uploaded within the next two weeks so I
11 can get them signed and out, but the pending, you
12 know, winter break holiday, if you all need a little
13 more time, that's fine. I just want to make sure
14 they are all done well in advance of our pretrial
15 conference in January.

16 Any questions before we break for the day?

17 Mr. Hendry?

18 MR. HENDRY: Judge, my only question is, I know
19 Ms. George said it would take a couple more weeks for
20 her investigation to be more developed.

21 Is there any way we can get this temp hearing
22 and maybe Mr. Glaros' motions on a hearing calendar?
23 Because otherwise, this step-up plan is not going to
24 be a step up. It is going to be four days a month
25 that my client has Levi. I just think it would be in

1 everybody's best interest for him to have more time
2 to demonstrate that, you know, he is able to coparent
3 Levi in an effective fashion.

4 You know, the fact is he has very little time
5 with him. And I think after Ms. George investigates
6 a little bit further, I think we would be in a
7 position to better evaluate it.

8 THE COURT: So the quick answer to that,
9 Mr. Hendry, is I've ruled on the motions that exist
10 right now, and they've both been denied.

11 As the Guardian continues her investigation and
12 she issues successive reports or follows up with you
13 all, that would very much be in the nature of things
14 that you all can certainly cooperate and agree upon.

15 I'll remind you the existing parenting plan is
16 essentially a floor, not a ceiling, as to what can go
17 on. The parties are encouraged to cooperate. If the
18 Guardian issues an interim recommendation and says,
19 Hey, I think you all should step up to here for this
20 on with, there is nothing that prevents the parties
21 from being able to ratify that to come through and
22 do.

23 If there are additional motions that are filed
24 seeking additional reconsidering of this Court's
25 temporary rulings prior to us getting there for the

1 pretrial conference in January, I'll absolutely
2 consider those and see if I can get them calendared,
3 but at the moment, I've ruled upon those which have
4 been filed.

5 Mr. Glaros, anything else?

6 MR. GLAROS: Nothing further.

7 THE COURT: Ms. George, anything else?

8 MS. GEORGE: No, Your Honor.

9 THE COURT: Well, it looks like you have work
10 still in front of you, Ms. George, so I wish you the
11 best of luck and I look forward to seeing your
12 updates.

13 MS. GEORGE: Thank you, Your Honor.

14 THE COURT: Father's Exhibit 1 was a composite
15 of two letters sent between counsel about the dental
16 work.

17 (Hearing was concluded.)

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CERTIFICATE OF TRANSCRIPTIONIST

STATE OF FLORIDA)

COUNTY OF PINELLAS)

I, CHARLENE M. EANNEL, RPR, certify that I was authorized to and did transcribe the foregoing audio proceedings; and that the transcript is a true record of the proceedings to the best of my ability.

I FURTHER CERTIFY that I am not a relative, employee, attorney or counsel of any of the parties hereto, nor am I a relative or employee of such attorney or counsel, nor do I have any interest in the outcome or events of this action.

DATED this 19th day of December, 2023.



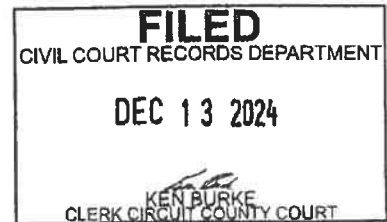
CHARLENE M. EANNEL, RPR

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR THE PINELLAS COUNTY, STATE OF FLORIDA
FAMILY LAW DIVISION**

IN RE: THE MATTER OF:
LOUISE VICTORIA GOETZ,
Petitioner,
And
JAMES LUCIAN GRANGER
Respondent.

CASE NO: 24-008117-FD

Section: 14



PETITIONER'S SWORN MOTION FOR DISQUALIFICATION OF JUDGE

COMES NOW, the Petitioner, **LOUISE VICTORIA GOETZ**, pro se at the time of filing, and pursuant to Fla. R. Jud. Admin. 2.330, hereby files this Verified Motion for Disqualification of Judge, and in support thereof does state as follows:

1. The Petitioner filed a Petition for Injunction Against Stalking on December 9, 2024.
2. The petition was filed was just minutes before a Return Hearing on a Domestic Violence Petition filed on June 6, 2024. Case #24-003838FD
3. The Petitioner filed this separate action to include harassing messages sent from the Respondent after the supplement date of the prior DVI and the judge indicated a judgement prior to this hearing taking place on this case.
4. The Petitioner does not feel that she can get a fair hearing from Judge Fred Pollack due to issues of conflict in the related case(s) and years of failure to protect her.
5. The Court has made recent statements that give the Petitioner reason to believe that she will not receive a fair trial or hearing before this Court.
6. The Court, on December 9, 2024, has indicated that the same rules of harassment do not apply for the Petitioner as the law permits for all under the Florida and United States Constitution and as such feels the Court will not adequately protect her if a change in justice is not made swiftly.

7. Pursuant to Fla. R. Jud. Admin. 2.330(b), the Petitioner is a party to this case and as such, is eligible to move for a disqualification of the trial judge.
8. Pursuant to Fla. R. Jud. Admin. 2.330(c)(1), this Motion is in writing.
9. Pursuant to Fla. R. Jud. Admin. 2.330(c)(2), and 2.330(e), the specific facts and reasons upon which the movant relies as the grounds for disqualification are as follows:
 - a. Judge Pollack was the presiding judge over the Respondents divorce action filed on August 15, 2017, in which the Petitioner was the paramour, and their shared child was conceived. The Petitioner wonders if she has EVER been able to get a fair hearing as human nature may have given cause to a bias given the circumstances of the companion case. Case #17-007906FD
 - b. Judge Pollack was the presiding judge over the Dating Injunction filed by the Petitioner on April 3, 2018, when she was 3 months pregnant. The petition was denied by Judge Pollack, and the Petitioner was later abused again by the Respondent, physically and emotionally. Case #18-003019FD
 - c. Judge Pollack was the ruling judge over a Domestic Violence Injunction where a Temporary Injunction was issued on May 19, 2020, after the Petitioner was beaten in front of their child and locked out of the house for filing an order of protection. A permanent injunction for protection was again denied by Judge Pollack.
 - d. Just hours after leaving the courthouse the Petitioners car was stolen, her electronics were damaged, and she was further abused by the Respondent and was forced to flee in the middle of the night just hours after the denied petition. The Court did not protect her and her children, and harm came to them again. Police Deputy Baldwin confirmed this. Case #20-003940FD
 - e. The Respondent then beat the Petitioner again while exchanging the child for the weekend, jumping her in a parking lot, on November 19, 2021, in the presence of their son and was arrested for battery. She was strangled, hit in the face and thrown into a bush and their child can be heard screaming for her as she was attacked in the dark. This was the third attack in the presence of the minor child since asking the Court for protection, all denied by Judge Pollack.

- f. Since the act of domestic violence was committed the Respondent, has shown a continued purpose to harm the Petitioner yet Judge Pollack does not allow evidence to be presented to the court proving the torment and ongoing domestic violence committed by the Respondent for reasons unknown to the Petitioner and feels that will not change for this new hearing on Stalking related to new issues and messages sent from the Respondent to the Petitioner.
- g. The court appointed a Guardian Ad Litem, Kathy C. George, on May 23, 2023, to investigate domestic violence in the related paternity action at the request of the Petitioner for their minor son, Levi J. Granger.
- h. The Court files do not adequately reflect the abuses committed by the Respondent due conflict of interest concealments committed by the Guardian Ad Litem. It was found during the last two Injunctions for Protection that The Guardian and the Respondent had (2) conflicts of interest and the concealment of funds received for legal services from the Respondent of over \$4,500 to the Guardian Ad Litem, as private counsel, on January 22, 2022. A second conflict became known when she appeared to have mediated his prior divorce, an un-waivable conflict of interest, all having happened while Judge Fred Pollack has been presiding over these companion cases.
- i. This concealment of (2) prior conflicts and monies received during a criminal battery case for the parties where the mother and minor child were abused should have caused the Court grave concern yet the Court would not allow evidence into the record about the distress and injuries to the mother, granting Kathy C. George a protective order in a separate action, an Injunction for Protection Against Domestic Violence on November 22, 2024, just days ago.
- j. The Petitioner has provided evidence to the Court that the Respondent has harmed her, yet the court has not granted her request for protection, and it appears the Court will not accept competent evidence of the abuses for reasons unknown to her.
- k. The Petitioner and Respondent are not a bickering couple. The Respondent has shown a continued purpose to harm the Petitioner after years of abuse and

denied permanent protection, yet the last hearing, just days ago, was cut short and purposefully. The Petitioner feels that the Court has shown bias.

- l. The Petitioner, while under the one judge one family, has continued to suffer **physical and emotional abuse** from the Respondent documented in medical reports and verifiable, competent and substantial evidence.
- m. During a prior hearing for Repeat Violence with Judge Pollack presiding on January 19, 2023, the Petitioner suffered an anxiety attack in court and was medically treated when the Bailiff called the paramedics after the police could not locate the Respondent on a Violation of Order of Protection for 6 weeks.
- n. The Petitioner wonders if the Court is not accepting evidence of the many abuses due to reasons unknown to her but again stresses that the continued violence and "boundary violations" and the appeared bias of the Court endangers the Petitioner.
- o. The Petitioner does not feel Judge Fred Pollack can fairly hear this case as he indicated on December 9, 2024, when he made comments, in person, to the Petitioner indicating a fair hearing would not be had on the matters contained in this Stalking Petition Case #24-008117-FD and also evidenced by the unfair judicial handling of the full day hearing held on December 9, 2024.
- p. The Petitioner has had violent acts committed against her after denied petitions for protection ruled on by Judge Pollack repeatedly in the past and fears further abuses if he is not disqualified due to statements made at the filing of this petition on December 9, 2024.
- q. The Petitioner begs the Court to take notice of the Petitioner fears of future harm given the recent "boundary violations" and "unkind words."
- r. The Petitioner no longer wish to live in fear and as such feel that Judge Pollack, after not allowing all my witnesses to testify in a prior injunction hearing, while under subpoena, caused prejudice to me, then indicating he had already determined this ruling in advance of this hearing is unfair.
- s. The Petitioner is begging the Court to allow this petition to be heard in front of a different judge for deep rooted feeling of bias and good cause shown.

- t. The Petitioner avers that her and her children are in danger from the Respondent and is not getting a fair hearing for reasons unknown to her.
- u. The Petitioner believes that the Court has predetermined the issues in this matter and already determined the outcome in this Petition.
- v. Continued harm has come to the Petitioner as a result of denied orders of protection under this Judge and can be viewed by a quick search of record.
- w. Possibly the most serious issues the Petitioner witnessed this week came during a recent hearing on December 9, 2024, for a Final Order of Protection, when Judge Pollack motioned to attorney Richard Mockler to object to the court accepting a transcript from the arresting officer for the Pinellas County Sheriffs Office, Deputy Elizabeth Thomas for the battery against the Petitioner on November 19, 2021, in the presence of their minor child.
- x. Judge Fred Pollack appeared to be insisting that the Attorney for the Respondent object when the Petitioner tried to move the evidence into the Courts record at which point the Petitioner alerted the Court to an already agreed upon stipulation between the parties. *Lehigh v Smith*, 503 5d 989 (Fla. 5th DCA 1987).
- y. The actions of Judge Fredrick Pollack to attorney Richard Mockler in a recent hearing has given the Petitioner serious concern to their friendship outside the courtroom and the Judges instructing him to take action during a hearing.
- z. There is a strong sign of bias due to a long-standing personal relationship with opposing counsel, Richard Mockler as evidenced on their respective social media accounts. A quick search yields they can easily be linked as friends, not just thru professional connections but personal connections.
- aa. On Instagram, all the accounts referenced are public view and as follows, Mockler Law as mocklerlaw & also Richard Mockler's Personal Travel Page, (which was discussed at the hearing on Monday December 9, 2024) that operates as openseasontravel. A quick scan of Mockler Law indicated that Judge Fredrick Pollack personally follows Mockler Law. The handle that appears to be Judge Fred Pollack is: cptchildsupport.

- bb.* A quick scan of public information quickly indicated that Judge Pollack, on his personal page, not only follows Attorney Richard Mockler's Law Firm but also his personal travel adventures which were again discussed during the hearing on December 9, 2024.
- cc.* There is a clear appearance that the two have been friends for some time and Richard Mockler regularly practices law in front of Judge Fred Pollack.
- dd.* I assume them to be friends given their past interactions and since it also shows that Judge Fred Pollack is also friends with Richard Mockler's wife (ex-wife, respectfully) again only knowledge known to me because it was discussed openly at the hearing just days ago. The two appear to be personal friends and not just as a Judge and Lawyer professional relationship but outside of the courthouse publicly, and possibly for years.
- ee.* Richard Mockler uses his pages to advertise and has referenced our current case on the same Instagram Page that Judge Fred Pollack personally follows.
- ff.* Even if Judge Pollack does not use the personal account any longer the appearance of bias is there as a **current follower** and linked on the justices' personal pages to the attorneys' personal pages. Any reasonable person would also believe they are friends outside of the courtroom.
- gg.* Since attorney Richard Mockler uses his pages to promote the cases, this case, publicly Judge Fredrick Pollack, or the presiding judge who rules on our matter, should not be apart of this social media connection as it appears to be a personal link to opposing counsel and the Judge could be influenced unfairly.
- hh.* The post on August 8, 2024, is in regard to a threat to murder the Petitioner. The picture appears to be taken just outside the courtroom. The caption references Attorney Richard Mockler and the Respondent celebrating the ruling just outside Judge Pollacks courtroom. The subject matter is the Respondent allegedly threatening the Petitioner with a firearm. The clear friendship between the two, and Judge Pollack following posts such as this gives the appearance of bias on this case.

- ii. Judge Pollack was privy to this post from Richard Mockler as his friend on Instagram. The pair as of the date of this filing are still **public friends on personal social media pages**, while the Instagram pages reference this case.
- jj. The concern for this social media post with the Respondent pictured and the caption of the post with my life at stake and the clear “friendship” between Judge Pollack and Attorney Mockler and their respective personal accounts and family members is that this is all while Richard Mockler practices law in front of Judge Pollack. (*The Petitioner is referencing Canons 2B and 5A*) and believes that Attorney Richard Mockler is in a “special position to influence the judge”).
- kk. Lawyers who practice in front of the judge *may not* be friends on social channels. There is no disclaimers on Judge Fred Pollacks page to indicate that in fact he does not have a long-standing personal friendship with opposing counsel and seeing this connection has caused me to feel there exists a potential for bias not only with Richard Mockler but Richard Mockler’s entire family who the Judge is also friends with on personal social media channels. **The public view is that they are very much friends outside the courtroom.**
- ll. When taking into consideration that just days ago the hearing was cut short, the act of attempting to waive off evidence and an appearance of a long-standing friendship gives the appearance of bias and as such there is a need to disqualify in this case whether the Judge feels he can be impartial is not the question. I have reasonable fears of bias; this is not a subjective fear. There is cause to indicate bias recently and can easily be illustrated to the Court and there is an immediate need to disqualify in this case.
- mm. At the hearing on December 9, 2024, just days ago, the Petitioner provided substantial evidence that the Respondent after battering her, again on November 19, 2021, continued to abuse her yet is not reflected adequately in the courts ruling, in fact omits facts presented into evidence completely.
- nn. The judge made no finding of fact of abuse after 11-19-21 yet competent, substantial evidence was provided. The court cut short the hearing without allowing the witnesses outside the courtroom to testify, under subpoena, and

- limited the time for the case to be heard which the Petitioner feels took away her due process. Judge Pollack did not allow the full petition to be heard.
- oo. I fear for my life if Judge Fredrick Pollack is not disqualified.
- pp. I have reasons to believe I will not receive an impartial hearing.
- qq. This motion is being made because the Petitioner feels that even though the evidence for a separate injunction domestic violence was provided in a timely manner and in accordance with the discovery rules set forth in the Order Setting Hearing and subpoenas were served in a timely manner and the case was scheduled for a full day hearing Judge Pollack cut short the hearing and refused to hear the petition and forced the Petitioner to dismiss witnesses and feels this was a violation of her *due process rights* and given this is all related to ongoing domestic violence the Petitioner feels she was entitled to show why she is so afraid of the Respondent and why she has continuously needed it to ask for the court's protection.
- rr. The Petitioner avers the Judge showed disapproval for the amount of police offices who were subpoenaed to court on Monday, December 9, 2024, in the domestic violence injunction case but the Petitioner feels it was her right to evidence the years of abuse not heard in court since Judge Fred Pollack ruled to deny her petition for permanent protection on June 19, 2020.
- ss. The Petitioner believes the Court is prejudice against her and has predetermined the issues in this case by the statements and remarks of the Court as set forth herein, and as a result request the Court grant this motion for disqualification.
10. Pursuant to Fla. R. Jud. Admin. 2.330(c)(3) this Motion has been sworn to under oath by the party signing the Motion.
11. Pursuant to Fla. R. Jud. Admin. 2.330(c)(4), there have been no other previously filed motions to disqualify in this case by the Petitioner.
12. Pursuant to Fla. R. Jud. Admin. 2.330(d), this motion is being served upon the subject judge as set forth in Fla. R. Jud. Admin. 2.516, as it is stated within the certificate of service below.

13. As the statements giving rise to this Motion were uttered on December 9, 2024, this Motion is timely filed per Fla. Jud. Admin. 2.330(g).
14. Pursuant to Fla. R. Jud. Admin, 2.330(h), the “judge against whom an initial motion to disqualify under subdivision (e) is directed may determine only the legal sufficiency of the motion and shall not pass on the truth of the facts alleged. If any motion is legally sufficient, the judge shall immediately enter an order granting disqualification and proceed no further in the action.”
15. The standard by which the judge must base a decision to disqualify is well established: “A party seeking to disqualify a judge need only show a “well grounded fear that he will not receive a fair trial at the hands of the judge. It is not a question of how the judge feels; it is a question of what the feeling resident in the faculty mind and the basis for such feeling.” *Wargo v Wargo*, 669 So. 2d 1123 (Fla. 4th DCA 1976) quoting *State ex rel. Brown v. Dewell*, 131 Fla. 566, 573, 179, So. 695, 697-98 (1938). The question of disqualification focuses on those matters from which a litigant may reasonably question a judge's impartiality. *Wargo*, at 1124, citing *Livingston v State*, 441 So. 2d 1083, 1086 (Fla 1983).
16. There is more than a well-grounded fear that the Petitioner will not get a fair hearing, from the Court if Judge Fredrick Pollack is not disqualified.
17. The Petitioner has only asked for a fair hearing and accurate record of the facts and feel many things have obstructed justice from being served and already caused harm.
18. For the reasons cited above, the Petitioner is in need of an immediate Order Disqualifying Fredrick L. Pollack, Circuit Judge, in the above-styled cause.

WHEREFORE, the Petitioner, **LOUISE VICTORIA GOETZ**, respectfully requests that this Court enter an Order disqualifying Fredrick L. Pollack, Circuit Judge in the above-styled cause for the aforementioned reasons.

VERIFICATION PURSUANT TO SECTION 92.525(2), FLORIDA STATUTES

Under penalty of perjury, I, Louise Victoria Goetz, declared that I have read the foregoing document, and that the facts stated in it are true.

Date 12-13-24

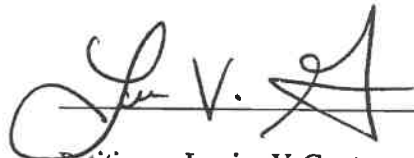

Louise Victoria Goetz, Petitioner

CERTIFICATION PURSUANT TO FLA. R. JUD. ADMIN.

No attorney of record. 

The Petitioner does not believe this rule to apply to her as she is unrepresented and as such can not certified as an attorney at the time of this filing but again verifies the good faith in this document by placing her signature again as the person responsible for the crafting of this document and not an actual attorney of law.

Date: 12-13-24


Petitioner, Louise V. Goetz

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT,
IN AND FOR PINELLAS COUNTY, FLORIDA

Case No.: 24-008117PD

Division: 14

Louise V. Goetz

Petitioner,

and

James L. Granger

Respondent,

CERTIFICATE OF SERVICE

I certify that a copy of {name of document(s)} Petitioner's Swan Motion
For DISQUALIFICATION OF JUDGE

was ☐ mailed ☐ faxed and mailed ☒ e-mailed ☒ hand-delivered to the person listed below on
{date} FRIDAY, DECEMBER 13, 2024.

Served to:

② Other party or his/her attorney:
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Address: 1000 N. Willow Ave
City, State, Zip: Tampa FL 33606
Fax Number: N/A
Designated E-mail Address(es):
Richard @ MCFund.com
Perme @ MCFund.com

① Judge Fred Pollack
② Section 14 @ jcd6.org + via
personal service at
315 Court Street, Room 473,
Clearwater, FL 33756 & via
personal service on this day
December
13, 2024

Louise V. Goetz
Signature of Party

Printed Name: Louise V. Goetz

Address: 1380 Alt 19 N.

City, State, Zip: Palm Harbor FL 34623

Fax Number: _____

Designated E-mail Address(es): _____

Louise.Goetz.7@gmail.com

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August 8, 2024



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May 20, 2024

Ms., Louise Goetz

Public Records Request: W013635-052024 of 5/20/2024

Record Type: General/Multiple Requests Records

Request Description: Ms. Kathy Czepiel George, Bar No. 299110, The Florida Bar File No. 2001-11,236

Ms., Louise Goetz:

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Sincerely,

Rick Courtemanche
Deputy General Counsel

rcourtemanche@floridabar.org
[850-561-5788](tel:850-561-5788)

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IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA

JAMES LUCIAN GRANGER,

Petitioner,

Case No.:

And

23-DR-00309-FD-14

LOUISE VICTORIA GOETZ,

Respondent.

TRANSCRIPT OF HEARING

RESPONDENT/MOTHER'S MOTION TO REMOVE THE GUARDIAN AD
LITEM; AND GUARDIAN AD LITEM'S MOTION TO WITHDRAW AS
GUARDIAN AD LITEM

DATE: February 23, 2024

TIME: Commencing at 1:35 p.m.

PLACE: Clearwater Courthouse

315 Court Street

Clearwater, FL 33756

BEFORE: Honorable Frederick L. Pollack

This cause came on to be heard at the time
and place aforesaid, when and where the
following proceedings were digitally reported
by:

Andrew Mayes

1 APPEARANCES:

2 ON BEHALF OF PETITIONER:

3 RICHARD JAMES MOCKLER III, ESQUIRE
4 DML Attorneys, P.A.
5 600 North Willow Avenue, Suite 101
6 Tampa, FL 33606
7 richard@dmlattorneys.com
8 (813) 252-0355

9 ON BEHALF OF RESPONDENT:

10 STACI E. KELLY, ESQUIRE
11 Steven Glaros & Associates
12 2385 Tampa Road, Suite 3
13 Palm Harbor, FL 34683
14 staff@glaroslaw.com
15 (813) 854-1234

16 ON BEHALF OF GUARDIAN AD LITEM:

17 BRIDGET HEPTNER, ESQUIRE
18 Bridget Heptner Law Office
19 2560 Gulf To Bay Boulevard, Suite 250
20 Clearwater, FL 33765
21 bheptneratty@yahoo.com
22 (727) 726-9799

23 ALSO PRESENT:

24 James Granger, Petitioner

25 Louise Goetz, Respondent

Kathy George, Guardian ad Litem

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1 P R O C E E D I N G S

2 THE COURT: We will now formally go on the
3 record in Case No. 23-000309 Family Division
4 14, James Lucian Granger and Louise Victoria
5 Goetz. Judge Fred Pollack presiding over our
6 hearing scheduled to run probably up until
7 perhaps 4:30 this afternoon upon the Mother's
8 Motion to Remove the Guardian ad Litem --
9 Respondent Mother's Motion to remove the
10 Guardian ad Litem filed on January 29th of this
11 year. We are also scheduled for hearing upon
12 the Guardian's Motion to Withdraw filed on
13 February 19th.

14 Prior to beginning here, let's at least go
15 ahead and have everybody announce their
16 appearances on the record since we have a court
17 reporter present, starting with the
18 petitioner's counsel.

19 Mr. Mockler.

20 MR. MOCKLER: Yes, Your Honor. Good
21 afternoon. May it please the Court.
22 Richard Mockler on behalf of the petitioner and
23 father, Jim Granger.

24 THE COURT: Sir.

25 MR. GRANGER: Jim Granger, father.

1 THE COURT: Thank you. Counsel.

2 MS. KELLY: Good afternoon, Your Honor.

3 Staci Kelly on behalf of Louise Granger --

4 Goetz, I'm sorry.

5 THE COURT: Ma'am.

6 MS. GOETZ: Yes, Your Honor. Louis Goetz.

7 THE COURT: And behind the court reporter.

8 MS. HEPTNER: Bridget Heptner on behalf of
9 the guardian ad litem, Kathy George.

10 MS. GEORGE: Kathy George, the guardian ad
11 litem.

12 THE COURT: Thank you. That's everybody
13 present in our open courtroom at the moment
14 other than deputy, myself, and our court
15 reporter.

16 So I'll ask have the parties reached any
17 agreement that resolves the mother's motion or
18 do we still need to move forward today?

19 MS. KELLY: We have not reached an
20 agreement, Your Honor, that resolves the
21 mother's motion.

22 THE COURT: Okay. All right. Any
23 preliminary issues to address before we move
24 forward then, Ms. Kelly?

25 MS. KELLY: Well, Your Honor, the

1 guardian's motion. I'm not sure of the Court's
2 preference in order.

3 THE COURT: The guardian's motion seemed
4 fairly succinct, merely acknowledging that our
5 client had filed a motion and, though she
6 didn't admit to the allegations contained
7 therein, she had no opposition of the motion.

8 Candidly, under the case law, I don't know
9 that her perspective is relevant at all to the
10 consideration of your motion.

11 So unless there's some separate grounds
12 that's being alleged or sought on the motion
13 that I missed or misunderstood, Ms. Heptner?

14 MS. HEPTNER: We recently did --
15 Kathy George has her deposition taken and,
16 candidly, agreed that there is a problem. I
17 don't think at this stage she can go forward
18 based on things that have come to light,
19 specifically a conflict. And so that's why.
20 We're not opposed to the motion, but I think at
21 this stage that there would be sufficient
22 conflict and she can't stay on the case.

23 THE COURT: Well, I can't deal with things
24 in general terms, so Ms. Kelly, you get to
25 proceed upon your motion. Any opening?

1 MS. KELLY: No, Your Honor, no opening.

2 THE COURT: Mr. Mockler?

3 MR. MOCKLER: Briefly.

4 THE COURT: Go ahead, sir.

5 MR. MOCKLER: To remove or
6 disqualification of a guardian ad litem is a
7 very high standard. It requires one of
8 egregious misconduct or showing actively a bias
9 on a part of the guardian that's established by
10 substantial competent evidence.

11 For purposes of determining whether a
12 conflict of interest exists, it would appear
13 that the respondent mother is asking the Court
14 to some degree to apply the Florida Bar rules,
15 the rules of professional responsibility
16 governing the conflicts of interest. And I
17 would submit to the Court that those rules
18 simply do not apply because those rules govern
19 the practice of law and are common as
20 attorneys, strictly speaking.

21 What is very crystal-clear under the
22 Florida statutes, including 61.401 and 61.403,
23 is the guardian is, by statute, not acting as
24 an attorney. And just like if I were to mow
25 Mr. Granger's lawn and he gave me \$100 advanced

1 payment to mow his lawn, I would not be
2 required to put that in my attorney trust
3 account because it was not for legal services
4 if I'm mowing his lawn.

5 One of the things that's always puzzled me
6 is guardians will sometimes take a payment and
7 put it in there attorney trust account, but
8 you're not working as an attorney. You're not
9 providing legal services. You're advising no
10 one.

11 In fact, the Florida statutes tell us that
12 you are absolutely not an attorney. It even
13 says, and not -- as a guardian and next best
14 friend of the child and not as an attorney.
15 Literally, to look at the Florida Bar rules and
16 to take any conflict of interest analysis, one
17 would have to presuppose that you're acting as
18 an attorney in connection with the practice of
19 law because those Bar rules don't govern if
20 Ms. George were to mow someone's lawn, give
21 their children tutoring. You could prepay
22 without putting -- for the tutoring, without
23 putting it in the attorney trust account. She
24 could be a babysitter or do any other bevy of
25 services that are not the practice of law and

1 not comply with those rules.

2 I would ask the Court not to apply those
3 rules to any conflict of interest analysis for
4 the guardian today. I would ask the Court to
5 follow the standard set forth in O'Neill where
6 you find egregious misconduct or substantial
7 competent evidence of bias in favor of one
8 party.

9 We ask two things in the alternative, one,
10 not to remove the guardian as the guardian has
11 a court-appointed and statutory duty to serve
12 the best interest of the child and quitting the
13 case at this point on the proverbial eve of
14 trial is not in the child's best interest, I
15 submit. Further, to the extent that guardian
16 is permitted to withdraw, terminate her
17 services or be removed or is disqualified under
18 the standards set forth in O'Neill for
19 egregious misconduct or competent substantial
20 evidence of bias in favor of one party.

21 I would ask the Court to make clear that
22 she still be permitted to testify as a fact
23 witness because she is a fact witness in this
24 case. She has interviewed the parties. She's
25 received admissions. She's talked to the

1 people, the parties in particular.

2 I'd ask that she still be permitted to
3 testify because I've had this happen a number
4 of times before where aggressive attorneys go
5 on the attack against the guardian because they
6 don't like the substance of the report or the
7 substance of the recommendations, and the
8 guardians sometimes withdraw.

9 But if a parent or a party admitted X, Y,
10 or Z to the guardian, that is relevant evidence
11 to be put on at trial, and I believe it would
12 be a violation of Mr. Granger's due process
13 rights to remove a witness from the case and
14 declined to permit that witness to testify
15 about facts of that witness's personal
16 knowledge.

17 I have nothing further, Judge.

18 THE COURT: Okay. All right.
19 Technically, I guess I should offer you the
20 opportunity if there's any opening you want to
21 make, Ms. Heptner.

22 MS. HEPTNER: I will make a brief opening,
23 Your Honor.

24 THE COURT: Go ahead.

25 MS. HEPTNER: The problem with my client

1 is that there were innuendos that she had done
2 something intentionally wrong. I'm going to
3 kind of summarize a little bit of what
4 happened. Years ago, the father attended
5 mediation in my client's office, and she was
6 the mediator. She did not recall that.
7 Apparently he didn't recall that because he
8 didn't bring it up either.

9 And there were several employees that are
10 in charge of doing conflict checks. They have
11 a computer program that keeps track. She's
12 gotten -- Kathy's gotten a new program since
13 that happened. She's gone through many, many
14 employees, and when this case came up, she
15 didn't pick up on the conflict. The office
16 didn't pick up on the conflict that she had
17 acted as a mediator back in 2019 in a prior
18 case of Mr. Granger's with a former wife.

19 Then we learned that Mr. Granger had done
20 a consultation with my client's former law
21 partner. My client never saw the man during
22 the consultation, didn't interact with him,
23 didn't even know he done a consultation with
24 Lindsey French. He paid a retainer, but I
25 think it was pretty much refunded. There was

1 not even a retainer contract signed.

2 She, Kathy George, had no interaction. So
3 the conflict that has been brought to us by
4 Mr. Glaros's office is that she did act as a
5 mediator four years ago in a prior divorce.
6 Under mediation rules, that was a potential
7 conflict.

8 I do admit, 61.403 does not have any
9 conflict of language in it. And my client
10 would be happy to stay on this case but for the
11 fact that there was an inference that she could
12 get in trouble for having not disclosed that
13 she mediated the case four years ago that
14 involved one of the parties. That's where
15 we're at.

16 THE COURT: Who would you like to call
17 first, Ms. Kelly.

18 MS. KELLY: Your Honor, may I have an
19 opportunity to do an opening given what's been
20 said here today?

21 MR. MOCKLER: No objection.

22 THE COURT: Ms. Heptner?

23 MS. HEPTNER: No objection.

24 THE COURT: Go ahead, Ms. Kelly.

25 MS. KELLY: Thank you, Your Honor. The

1 case law that counsel has brought to the
2 Court's attention, that case starts with
3 suggestions during the case that would lead one
4 to believe that perhaps a litigant could be
5 disgruntled with a determination by a guardian
6 ad litem.

7 There is case law, however, that talks
8 about that alludes to -- it's M.R. v. A.B.C.
9 That particular case tells us about conflicts
10 prior to getting into the nuts and bolts of the
11 case. That is what we have here.

12 The case before you today, Your Honor, my
13 client will get into details regarding things
14 that took place during the guardian ad litem's
15 investigation of this case that would lead her
16 to believe that there's no way the guardian ad
17 litem could be impartial to her.

18 Prior to that, however, there exists a
19 conflict of interest, and it appears to us
20 prior to the guardian ad litem taking the
21 instant case, the guardian ad litem's first
22 interaction with the father in this case was
23 that as a mediator in his divorce case, a
24 divorce case where there were allegations of
25 infidelity with my client.

1 She served as the mediator in that case.

2 Then two years later, the father in this case
3 returned to the guardian ad litem's office and
4 albeit the interview may have been with her
5 business partner, it's still the guardian ad
6 litem's law firm.

7 Counsel for the guardian ad litem just
8 apprised the Court that there was a
9 consultation. The father in this case was
10 actually retained. He paid \$4500 in that
11 retainer. He gave their office information
12 about his case and subsequently decided he
13 would no longer go with that practice.

14 A year later, we find ourselves involved
15 in this case. There is no way the mother in
16 this case believes that the guardian ad litem
17 could be impartial, and we have the guardian ad
18 litem herself stating that she believes there
19 is a conflict in this case. So we would ask
20 that she be allowed to withdraw from this case.

21 As it relates to counsel's suggestion that
22 if the Court in the alternative allows her to
23 withdraw from this case that she somehow be a
24 fact witness later on, the reason why we're
25 here today is because we believe the guardian

1 ad litem is unable and hasn't been impartial in
2 this case.

3 So the notion that she would then become a
4 fact witness, it allows her to be a guardian
5 and a witness when, in the mother's view, she's
6 been totally impartial -- I apologize, totally
7 partial to the father.

8 THE COURT: Okay. Who do you want to call
9 first?

10 MS. KELLY: I will call Kathy George
11 first.

12 THE COURT: Ms. George, if you will
13 approach the stand, just stop before you get
14 there. Raise your right hand, ma'am.

15 Do you swear or affirm the testimony you
16 provide today will be the truth, the whole
17 truth, and nothing, but the truth?

18 MS. GEORGE: Yes, Your Honor.

19 THE COURT: Thank you, ma'am. You may
20 have a seat.

21 Counsel, you are welcome to work from your
22 table. As long as she can hear you clearly,
23 I'm fine with it; otherwise, I'll ask that you
24 move to the lectern.

25 MS. KELLY: Thank you, Your Honor.

1 THEREUPON,

2 KATHY GEORGE,

3 having been first remotely duly sworn or affirmed,
4 as hereinafter certified, testified as follows:

5 DIRECT EXAMINATION

6 BY MS. KELLY:

7 Q Ms. George, you believe there is a
8 conflict of interest in your involvement in this
9 case; is that correct?

10 MR. MOCKLER: Objection. Calls for a
11 legal conclusion.

12 THE COURT: Sustained.

13 MR. MOCKLER: That's the Court's
14 determination to make.

15 BY MS. KELLY:

16 Q Ms. George, you -- did you file a motion
17 to withdraw in this case?

18 A Yes.

19 Q Why did you file that motion?

20 A Because I believe there's a conflict.

21 Q And what did you believe that conflict to
22 be?

23 MR. MOCKLER: Objection. Calls for legal
24 conclusion.

25 THE COURT: I'll allow it.

1 Go ahead and answer.

2 THE WITNESS: The conflict, I believe, is
3 that I mediated a case for Mr. Granger and his
4 first wife.

5 BY MS. KELLY:

6 Q Did you have any other interactions with
7 Mr. Granger prior to your acceptance of the position
8 of guardian ad litem in this case?

9 A I did not.

10 Q Did your firm have any other interactions
11 with Mr. Granger?

12 A My former law partner and her assistant at
13 the time.

14 Q And isn't it true that your law partner
15 retained Jim Granger?

16 A That's correct.

17 Q And your law partner took \$4500 from
18 Mr. Granger; correct?

19 A Yes, that was the retainer.

20 Q And Mr. Granger, he retained your law
21 partner for a paternity action in this -- regarding
22 the same parties here today?

23 A Correct.

24 Q Ms. George, during your investigation of
25 this case, did there come a time when your

1 recommendation to this Court was 50/50 --

2 A Yes.

3 Q -- in terms of timesharing?

4 A Correct. I did an interim report that
5 needed to have additional investigation.

6 Q And at that time, isn't it true that there
7 were a number --

8 MR. MOCKLER: Objection. Leading.

9 THE COURT: Sustained.

10 BY MS. KELLY:

11 Q Were there individuals that you had not
12 reached out to in terms of your investigation that
13 the mother asked you to reach out to?

14 A The mother had asked me to investigate and
15 provided me with a police report of some
16 individuals. I had contacted some but not the
17 others that she was looking for.

18 Q Were there individuals that you asked this
19 Court at some point in time to have an opportunity
20 to reach out to?

21 A I did -- at a hearing, we did have a
22 conversation about additional people that I wanted
23 to reach out to.

24 Q And did you reach out to all of the
25 individuals?

1 A I did reach out to the ones that would
2 respond back to me, yes.

3 Q I'm sorry?

4 A I always reach out, but I can't make them
5 call me back. So I did reach out to individuals.

6 Q After your report, did you reach out to
7 the individuals you asked this Court to allow you to
8 reach out to, after your report?

9 A Yes.

10 Q All of them?

11 A I believe the ones that I had, yes. The
12 ones I felt -- the CPI people, I wanted to talk to
13 them. There were some police officers that I was
14 going to try to reach out to since I spoke with your
15 client, and then there was Dr. Klein that I wanted
16 to talk to, and I talked to those people.

17 Q Is there a reason why you didn't reach out
18 to those individuals before you tendered your
19 initial report?

20 A Initially I wanted to talk to the CPI
21 people because I'm just there for the child's
22 benefit. I'm not there to determine domestic
23 violence between the parties. So I didn't feel was
24 it necessary to talk to those particular officers.
25 I needed to do additional follow up with Dr. Klein

1 because Dr. Klein had additional information and was
2 continuing to see his child even after my report was
3 entered. And this case is always changing where
4 there's a lot of information going on, and so I
5 wanted to make sure I had the most updated
6 information on that.

7 Q Of the individuals you advised the Court
8 that you wanted to talk to, who did you fail to talk
9 to?

10 A There was a CPI worker that -- I don't
11 recall her name offhand. She did not work at the
12 particular agency anymore, so I wasn't able to get
13 ahold of her. She was on one of the reports. And
14 since I was made aware of the conflict, I did not
15 reach out to do a contact to the additional
16 sheriff's deputies that I wanted to do because I
17 felt I could not move forward on the case because of
18 the conflict.

19 Q In your response to the question I just
20 asked you, did you say you reached out to her?

21 A I'm sorry, to who?

22 Q To the CPI worker.

23 A Yes. There was a couple of CPI workers
24 that I've tried to reach out to, one of them I spoke
25 with, one that didn't have a copy of the report. So

1 there was two.

2 Q But I'm specifically asking you about the
3 individual that you advised the Court of previously
4 that you wanted to speak to to complete your
5 investigation.

6 A Yes, I wanted to speak with the
7 individuals within regards to the police reports.
8 So I was trying to reach out to the CPI
9 investigators that were at the event that had
10 interaction with the child.

11 Q But to date, to date, there is still a CPI
12 investigator that you have not reached out to even?

13 MR. MOCKLER: Objection. Leading.

14 THE COURT: I'll allow you to answer that
15 question.

16 THE WITNESS: I've reached out to all the
17 ones that I've been trying to track down. I'm
18 trying to get a hold of them. But when they
19 leave from being in their particular division,
20 I can't find that particular individual. And
21 then I'm running into the problem with when I
22 do find the person that actually was involved
23 with the CPI, her name's on the report as the
24 person that I contact, she doesn't have access
25 to any of the reports, and she won't review any

1 of the reports that I have because she has to
2 see the ones from their system that she doesn't
3 have access to. So she won't comment to me on
4 the -- the report. So I've run into that.

5 BY MS. KELLY:

6 Q You recall I took your deposition just a
7 few days ago; correct?

8 A Correct.

9 Q And I asked you this very question
10 regarding individuals that you previously advised
11 the Court you wanted to interview to complete your
12 investigation. Do you recall me asking you that
13 question?

14 MS. HEPTNER: Objection, Your Honor. It's
15 improper impeachment. She needs to scope the
16 age and the line and the question and produce
17 the deposition transcript to my client so she
18 can read along and refresh her memory.

19 MS. KELLY: I don't --

20 THE COURT: Response?

21 MS. KELLY: Your Honor, I don't think I've
22 gotten to a point where she claims not to
23 remember. The deposition was just two days
24 ago -- three days ago.

25 THE COURT: Mr. Court Reporter, can you

1 read me back the question, please?

2 (WHEREUPON, the court reporter read the
3 record as requested.)

4 I'm going to ask Ms. Kelly to repeat her
5 question.

6 You are welcome to rephrase if necessary.

7 MS. KELLY: Your Honor, I'm sorry?

8 THE COURT: I directed the court reporter
9 to get back to where he could be recording the
10 proceedings and said, because our court
11 reporter was having some challenges with his
12 throat, I will just ask you to repeat or
13 rephrase the question.

14 MS. KELLY: Got it. Thank you, Your
15 Honor.

16 BY MS. KELLY:

17 Q My question, Ms. George, I took your
18 deposition just a few days ago. I took your
19 deposition exactly February 20th; is that correct?

20 A Yes. If that was the date, that was the
21 date, yes --

22 Q Yes.

23 A -- for you to take the deposition.

24 Q And I asked you whether or not you've been
25 able to contact all of the collaterals or

1 individuals you named to the Court that you wanted
2 to speak to. Do you recall me asking you that
3 question?

4 A I recall you asking me the question. I
5 just do not recall the names of the people that
6 you're asking me for right now because I don't have
7 my computer with me.

8 Q If I show you your deposition transcript,
9 will that help you recall who I asked you if you'd
10 spoken to, had an opportunity to talk to?

11 A If it's in the deposition transcript, yes.

12 MS. KELLY: Your Honor, may I approach?

13 MS. HEPTNER: Do you want to show what
14 you're going to show the witness to Mr. Mockler
15 and Ms. Heptner first?

16 MR. MOCKLER: I have it, Judge.

17 MS. KELLY: You have it?

18 THE COURT: Ms. Heptner, do you have a
19 copy as well?

20 MS. HEPTNER: I do not.

21 THE COURT: So, Ms. Kelly, so just pause
22 over by Ms. Heptner before you bring it up to
23 Ms. George, and you may approach in the well
24 with it.

25 MS. KELLY: Your Honor?

1 THE COURT: Yes, ma'am.

2 MS. KELLY: May I direct everyone's
3 attention to page 26, the witness?

4 THE COURT: Ms. Heptner, any issues with
5 that being provided to your client?

6 MS. HEPTNER: No. With the Court's
7 permission, I'll approach my client with a copy
8 of the transcript.

9 THE COURT: You may, and you may actually
10 stand beside her at this moment since you're
11 being provided a single copy of that.

12 MS. HEPTNER: And what line are we --
13 where are we looking, please?

14 You said page 26?

15 MS. KELLY: That is correct.

16 MS. HEPTNER: Can you tell us where
17 you're -- where on the page you're asking her
18 to look to refresh her memory?

19 MS. KELLY: I apologize. Let's start with
20 page 25.

21 BY MS. KELLY:

22 Q Page 25, line 17.

23 A I see line 17, yes.

24 Q Okay. Line 17, I ask you if you'd had an
25 opportunity to interview Dr. Hicks, because

1 Dr. Hicks was a person that you indicated to the
2 Court you wanted an opportunity to speak to. And
3 what was your response?

4 A It says, "I did talk to Dr. Hicks. I was
5 just trying to see what it was. Yes, I believe I
6 spoke with him on November 20th of 2023."

7 Q And then I ask you -- well, I mentioned to
8 you that I believe your deposition was taken on
9 November 22nd; did I not?

10 A That's what it indicates on page 26, yes.

11 Q Right. And your answer to that question
12 was what?

13 A "If that was the date of the depo, then
14 the other date I gave you was probably before then."

15 Q Suggesting that you had not in fact spoken
16 yet with Dr. Hicks; is that correct?

17 A That's what you can infer, yes, if those
18 dates were correct. That's what I indicated even at
19 the depo.

20 THE COURT: I'm sorry. Are you saying
21 that was a question then or are you asking that
22 question now?

23 MS. KELLY: That was --

24 THE COURT: I'm trying to make sure I'm
25 understanding the evidence that you're trying

1 to indicate.

2 MS. KELLY: The evidence I'm trying to
3 indicate, Your Honor, is in terms of Ms. -- the
4 guardian ad litem, Ms. George's testimony today
5 and whether or not she completed her
6 investigation and talking to --

7 THE COURT: That hasn't been asked.

8 MS. KELLY: Whether or not she completed
9 her investigation?

10 THE COURT: Correct.

11 MS. KELLY: I believe I asked her that.

12 THE COURT: Not that I heard. Perhaps I
13 missed it.

14 BY MS. KELLY:

15 Q Ms. George, have you completed your
16 investigation?

17 A I did not.

18 Q You did not.

19 A Correct.

20 Q The individuals that you advised the Court
21 you wanted to speak to, have you spoken to those
22 individuals?

23 A I've spoken to the individuals that I
24 needed. I obtained additional documentation that I
25 was concerned about, like prescription dosage

1 levels, in the interim since then. So it doesn't
2 seem that I need to talk to the particular Dr. Hicks
3 again.

4 Q But you advised the Court that you would,
5 that you needed to talk to Dr. Hicks, didn't you?

6 A I did advise back then that I wanted to
7 talk to Dr. Hicks, but I got subsequent
8 documentation that makes me realize I don't need to
9 talk to Dr. Hicks.

10 Q All right. Ms. George, the conflict that
11 we've -- that you've testified to earlier here
12 today, the process that your office goes through to
13 determine whether or not there's been a conflict,
14 your office failed to perform that conflict check.

15 MR. MOCKLER: Objection. The question
16 assumes facts not in evidence that there is a
17 conflict. The judge -- the Court upheld the
18 objection to the legal conclusion that there is
19 a conflict that suggests there is a conflict in
20 the question.

21 THE COURT: The Court's not construing it
22 that way. Understand, at the moment, I just
23 have primarily a statement of the counsel. I
24 don't understand the question being posed to
25 the witness.

1 BY MS. KELLY:

2 Q Ms. George, did your office move forward
3 with a conflict check in this case prior to you
4 taking this case as a guardian ad litem?

5 A Yes. That is the procedure they're
6 supposed to be following.

7 Q Did that procedure take place?

8 A It did, to the best of my knowledge, but
9 apparently it was flawed.

10 Q I'm sorry?

11 A It did, to the best of my knowledge, but
12 apparently that system was flawed.

13 Q And why is it you believe the system was
14 flawed?

15 A Because after the deposition of
16 Mr. Granger that your office took, he revealed that
17 he was -- had a mediation at my office with another
18 mediator, Jim Kelly, which would imply that I let
19 somebody borrow my facilities to have another
20 mediator or another attorney come into the office,
21 which I know is not the case. So that led me to
22 lead -- led me to lead to look at the court docket
23 to look up his first divorce to find out who the
24 mediator was. And at that time, that's when I
25 realized the mediation took place at my office and I

1 was the mediator, which I think is now a conflict
2 that I was not aware of until that point.

3 Q Is it your testimony that you would not
4 have taken this case as guardian as litem if you
5 were aware, at the time you were asked to be
6 guardian ad litem on this case --

7 MR. MOCKLER: Objection.

8 BY MS. KELLY:

9 Q -- of your interaction with --

10 THE COURT: Hold on. So in some ways, I
11 need the question finished to understand what
12 it is before I can understand the nature of the
13 objection. But I'm going to ask you to just
14 rephrase the question because it's so wordy. I
15 don't know if I was following along with it.

16 Go ahead, Ms. Kelly.

17 BY MS. KELLY:

18 Q Would you have taken this case -- had you
19 known at the time you were asked to take the case as
20 guardian as litem, would you have taken it if you'd
21 known then what you know now regarding your
22 interaction with Mr. Granger?

23 THE COURT: Hold on. I understand there's
24 an objection.

25 What is the objection, Mr. Mockler?

1 MR. MOCKLER: Speculation.

2 THE COURT: I'll allow it.

3 You can answer the question, ma'am.

4 THE WITNESS: If I would have known that
5 that -- if I would have known that that was an
6 issue that had come up, that would have been
7 something I would have specifically mentioned
8 to Mr. Hendry and Mr. Glaros when I first met
9 with them and let them know about the other
10 conflict that I came up with, because I want
11 everybody to know the accurate picture if
12 something is happening or doesn't. I think
13 both of them deserve that. That's why I would
14 bring it up.

15 THE COURT: I need clarification of your
16 answer, ma'am, to make sure I'm understanding.
17 Are you indicating that you did, in fact, have
18 some session where you met with the then
19 counsel to the parties where you did disclose
20 some prior conflict or conflicts?

21 THE WITNESS: I did have a conversation
22 with Mr. Hendry and Mr. Glaros about the
23 conflict that I -- we had come up with. My
24 office found that Mr. Granger had come in and
25 consulted with my former law partner,

1 Lindsey French. So I let them know that that
2 was an issue because I felt that I should
3 disclose that because I did come across that,
4 even though it did not involve me.

5 THE COURT: When was that conversation
6 with Mr. Hendry and Mr. Glaros?

7 THE WITNESS: That would have been around
8 the time of the first -- I believe the first
9 hearing that we had in this case. When I first
10 got appointed, I would have brought that up
11 right afterwards.

12 THE COURT: Thank you.

13 All right. Continue, Ms. Kelly.

14 BY MS. KELLY:

15 Q When you brought that up to Mr. Hendry and
16 Mr. Glaros, where were you? Where did this
17 conversation take place?

18 A I think we were at the courthouse.

19 Q But you're not sure?

20 A I'm not sure because it was over a year
21 ago, so I don't really know specifically the
22 dynamics. But I think I had a note that said I was
23 going to be meeting with Mr. Glaros and Mr. Hendry
24 at the -- at the court, and I would bring it up with
25 them.

1 Q And their response to you?

2 A They didn't seem to have an objection.

3 Q And you didn't feel the need to have
4 anybody to sign a waiver or put that in writing?

5 A I trusted them on their word. That was my
6 mistake.

7 Q And just to be clear, the conflict that
8 you're referring to is not regarding the mediation
9 that you did for Mr. Granger and his first wife?

10 A No, because I wasn't aware of that at the
11 time until after the deposition that your office
12 just took of Mr. Granger within the last month.

13 Q So can you tell the Court specifically the
14 conflict that you're alluding you told Mr. Glaros
15 and Mr. Hendry about?

16 A The conflict that I wanted to bring to
17 their attention, I saw that Mr. Granger had come in
18 and had the meeting with my associate or my part --
19 law partner at the time. So I wanted to make sure
20 they knew that this happened.

21 Q Ms. George, you refer to it as coming in
22 and had a meeting. Isn't it true that your office
23 retained Mr. Granger for a paternity case against
24 Ms. Goetz?

25 THE COURT: Clarifying, you mean that her

1 office was retained by Mr. Granger?

2 MS. KELLY: Correct.

3 BY MS. KELLY:

4 Q Your office -- Mr. Granger retained your
5 office in a paternity case involving Ms. Goetz?

6 A He retained Lindsey French on that. They
7 did not have a signed retainer agreement. I guess
8 this -- we discussed he must have changed his mind.
9 I was not involved on that. And then he got a
10 refund. So I don't know -- I don't think a full
11 retainer contract would have been implied because it
12 wasn't executed.

13 Q Your office took \$4500 from Mr. Granger;
14 correct?

15 A Yes.

16 Q And it's your testimony that there was no
17 retainer for taking \$4500?

18 A All I see from the records looking at
19 Ms. French's file was that they sent a retainer. I
20 did not see a signed retainer coming back.

21 Q So let's be clear, Ms. French was your law
22 partner at the time?

23 A Correct.

24 Q When you received \$4500 from Mr. Granger,
25 how long did it take you to return the balance of

1 his retainer agreement -- the retainer amount? I
2 apologize.

3 MS. HEPTNER: I'm going to object to the
4 form of the question, Your Honor. Ask her to
5 rephrase it.

6 THE COURT: I'm going to allow you to
7 answer the question.

8 THE WITNESS: When we reviewed this at the
9 deposition, I think it was like a month. It
10 was like -- it was a short time period, so it
11 was a month, month and a half.

12 BY MS. KELLY:

13 Q That he was a client. So it was a month
14 or a month and a half that Mr. Granger was a client
15 of George and French Law?

16 A Apparently so.

17 MR. MOCKLER: Judge, may I stand briefly?

18 THE COURT: You may.

19 MS. KELLY: Your Honor, may I approach the
20 witness?

21 THE COURT: For what purpose?

22 MS. KELLY: I have in my hand the receipt
23 that her office took from Mr. Granger here, and
24 I've already given Mr. Mockler a copy. I'd
25 like an opportunity to give the Court and the

1 guardian ad litem's attorney a copy.

2 THE COURT: You have already provided one
3 to the guardian's counsel or no?

4 MS. KELLY: I've already provided it. I
5 think our office already submitted these, but I
6 just -- I brought hard copies to the guardian
7 ad litem's attorney, the guardian ad litem, and
8 Mr. Mockler.

9 MS. HEPTNER: For the record, on
10 February 20, 2024, respondent filed a notice of
11 filing exhibits for hearing scheduled for
12 today's date attached thereto is an email from
13 George and French, which I believe is the
14 receipt counsel is asking about, and I have no
15 objection to entry of that exhibit.

16 THE COURT: Okay. Well, at the moment,
17 she just wants to be able to walk up and show
18 it to your client.

19 So you may do so, Counsel.

20 MS. KELLY: Thank you.

21 BY MS. KELLY:

22 Q Ms. George, you are familiar with this
23 receipt; correct?

24 A That is correct.

25 Q Okay. This receipt indicates that your

1 office, George and French, received \$4,587.75 from
2 Mr. Granger.

3 A That is what it indicates, yes.

4 Q And can you tell the Court what date that
5 is?

6 A The receipt's dated January 25th of 2022.

7 Q Thank you.

8 MS. KELLY: Your Honor, we'd like to enter
9 this receipt into evidence as Respondent's
10 Exhibit 1.

11 THE COURT: Great. Do you have one for
12 me?

13 MR. MOCKLER: I object to the entry of
14 that into evidence.

15 THE COURT: What's the objection?

16 MR. MOCKLER: It includes the last four
17 digits of my client's credit card number in
18 violation of the Rules of Judicial Practice
19 and -- General Practice and Judicial
20 Administration.

21 THE COURT: It's easy enough to redact if
22 that's the case, though I'd have to pull up
23 25 -- 2.425 to double-check which part of this
24 goes to be truncated.

25 MR. MOCKLER: Just the last four needs to

1 be redacted or eliminated.

2 THE COURT: Take your pick. Beyond that,
3 any additional objections, Mr. Mockler?

4 MR. MOCKLER: No, Judge.

5 THE COURT: That will be received as
6 Mother's 1.

7 MS. KELLY: Thank you.

8 (WHEREUPON, Respondent/Mother's Exhibit 1
9 was received into evidence.)

10 BY MS. KELLY:

11 Q Ms. George, the mediation that you
12 conducted or the case that you were a mediator on
13 for Mr. Granger, that mediation was between
14 Mr. Granger and his first wife; is that correct?

15 A That's my understanding, yes.

16 MS. KELLY: Your Honor, I have the
17 Mediation Results Report. Mr. Mockler has a
18 copy; the guardian ad litem's attorney also has
19 a copy. May I approach?

20 THE COURT: You may.

21 MS. KELLY: Thank you.

22 THE WITNESS: Thank you.

23 BY MS. KELLY:

24 Q Ms. Granger -- sorry, Ms. George, what you
25 have in front of you is a Mediation Results Report;

1 is that correct?

2 A That is part of it, yes.

3 Q And in what case is that Mediation Results
4 Report regarding?

5 A The case number is 17-7906-FD-14, with
6 Moriah Granger v. James Granger.

7 Q And who does the results report list as
8 the mediator?

9 A That would be me.

10 Q And does it also indicate how long the
11 mediation session lasted?

12 A Yes.

13 Q And how long was it?

14 A One hour.

15 MS. KELLY: Your Honor, we'd ask that the
16 Mediation Results Report be entered into
17 evidence as a Respondent's Exhibit 2.

18 THE COURT: Any objections, Mr. Mockler?

19 MR. MOCKLER: No, Your Honor.

20 THE COURT: That will be received as -- I
21 already have the copy you provided earlier,
22 Counsel -- as Respondent's Exhibit 2.

23 (WHEREUPON, Respondent/Mother's Exhibit 2
24 was received into evidence.)

25 //

1 BY MS. KELLY:

2 Q Ms. George, on February 7th, do you recall
3 making a phone call to Ms. Goetz?

4 THE COURT: Are you referring to this year
5 or what year, Counsel?

6 MS. KELLY: I apologize.

7 BY MS. KELLY:

8 Q February 7th of this year.

9 A I did reach out to her this year.

10 Q I'm sorry?

11 A Yes.

12 Q And you spoke with Ms. Goetz for over an
13 hour; is that correct?

14 A It was around -- about that, yes.

15 Q And what was the nature of the phone call?

16 A I want you to follow --

17 MS. HEPTNER: Objection, Your Honor. The
18 basis of my objection is that the court order
19 appointing the guardian ad litem requires her
20 to keep confidential all communication that she
21 receives until such time it is entered into a
22 report. So technically, this would be
23 violating a confidentiality rule. Just put
24 that on the record.

25 THE COURT: Anybody want to offer a

1 response?

2 MR. MOCKLER: I join the objection to the
3 extent that the guardian's investigation is
4 treated as privileged and exempt from
5 disclosure. There's case law on that. I can
6 pull it up if the Court needs.

7 MS. KELLY: Your Honor, I believe that
8 assumes that the phone call was in the nature
9 of an investigation.

10 THE COURT: I'll allow you some leeway in
11 the response, but I'm going to reserve ruling
12 on the objection.

13 MS. KELLY: Thank you, Your Honor.

14 BY MS. KELLY:

15 Q Ms. George, during that phone call, did
16 you tell Ms. Goetz that you were happy that she's
17 not a crack whore?

18 A It's interesting because she brings that
19 up all the time. These two have been disputing what
20 allegations that somebody said negatively about
21 things, and she was joking about that. I'm like
22 that's not ever been the case to be at issue.

23 Q So is that a yes or a no?

24 A I would not call her that. I don't think
25 that's the thing that's been going on. So I didn't

1 take detailed notes of everything that everybody
2 spoke of at that time, but I would not say that I'm
3 glad that she's not a crack whore. Was that what
4 you said? I apologize.

5 Q So just to be clear, did you say that
6 you're glad that she's not a crack whore or not?

7 A I did not say that. We were discussing
8 the issues of the case. There's been a lot of
9 allegations against your client. They keep -- seem
10 to be resurfacing, but it's not something that was
11 ever a valid concern as the guardian about your
12 client's character or demeanor. I know that it
13 seems to be a repeated thing between her and the
14 father, but it's nothing that's relevant to the
15 child.

16 Q So your answer is no, you did not say
17 that?

18 A I did not say that.

19 Q But, yes, it was discussed?

20 A She did bring up something about that, and
21 she was laughing and joking a little bit about it.
22 But that's not it. It's not -- it's not -- it's
23 never been the issue with her. I know there's been
24 a lot of allegations against her or accusations
25 between one party versus the other. I'm not sure

1 how that became -- it comes to be relevant in this
2 case.

3 Q Ms. George, can you see how Ms. Goetz
4 might believe that you are perhaps partial to
5 Mr. Granger given that she's raised a number of
6 issues with you that were not followed up on?

7 MR. MOCKLER: Objection. Speculation,
8 lacks foundation.

9 THE COURT: Sustained.

10 MS. HEPTNER: I raise my hand just
11 because --

12 THE COURT: You were allowing her to
13 finish the question. I appreciate that,
14 Mr. Mockler.

15 MR. MOCKLER: I wanted to respect her and
16 not object until she was done, but I was also
17 trying to signal that I had one.

18 THE COURT: And I understood it to be
19 that, sir.

20 BY MS. KELLY:

21 Q Ms. George, in your investigation, did you
22 visit the father and the minor child at the minor
23 child's home -- at the father's home?

24 A I visited the father at the house, and I
25 do not recall offhand if the child was there at the

1 time. But I want to think that he wasn't there
2 because I don't think Dad has that many days for
3 visits.

4 Q So when you visited at the house, did you
5 have an opportunity to investigate the home
6 environment?

7 A Yes, he invited me into the house.

8 Q Okay. And is -- in your initial report,
9 how many bedrooms did you say the residence had?

10 A I don't recall. I'd have to look at my
11 report.

12 THE COURT: Hold on, ma'am. No one's
13 asked you to.

14 BY MS. KELLY:

15 Q Ms. George, do you have your report with
16 you?

17 A I'd have to look and see if I have it.

18 Q I'm sorry?

19 A I'd have to look.

20 THE COURT: Sorry?

21 THE WITNESS: I'd have to look to -- to
22 see if I have it. Is that okay?

23 THE COURT: Anybody mind if she looks to
24 see if she has her report with her?

25 MR. MOCKLER: No objection. And I have

1 her report if she doesn't have it.

2 MS. HEPTNER: And just for the record,
3 this is an interim report. This is not a final
4 report; correct?

5 THE WITNESS: That's correct.

6 MS. HEPTNER: We're referencing --

7 THE COURT: You're jumping the gun on the
8 Court's question which was to try to identify
9 what report are we talking about, because I do
10 not recall how many reports there have been.
11 You said "initial." That word had not been
12 used before. In today's proceeding, there had
13 been made mention of an interim, and I don't
14 recall if there were multiple interim reports
15 in written form.

16 BY MS. KELLY:

17 Q Ms. George.

18 A Yes.

19 Q Have you drafted a report in this case?

20 A I have.

21 Q How many reports have you tendered in this
22 case?

23 A I believe one.

24 Q Will a review of your report refresh your
25 recollection of what's in it regarding Mr. Granger's

1 home?

2 A Yes.

3 Q Do you have it there?

4 A I did locate the report, the interim
5 report from October 23rd of 2023.

6 Q Correct.

7 A Okay.

8 Q On page 11.

9 A Okay.

10 Q Did you find that little Levi, that his
11 room was actually a utility closet?

12 MR. MOCKLER: Objection. Relevance.

13 THE COURT: What's it matter?

14 MS. KELLY: Your Honor, the representation
15 in the report is that the house is suitable for
16 the minor child and finding out that this
17 child's room is a utility closet may speak to
18 that.

19 MR. MOCKLER: Objection. Objection.
20 Vague. Objection. Leading.

21 THE COURT: I don't know that this -- I
22 don't know that I understand how this ties into
23 the question before of the number of bedrooms
24 that you had asked her about foregoing, but I'm
25 going to give you some leeway.

1 So you can answer the question. If you
2 understand it, you can.

3 MS. KELLY: Well, Your Honor, Ms. George
4 has put forth this report. And in this report,
5 there are things that are contrary to reality.
6 So the question --

7 MR. MOCKLER: Objection. Attorney's --

8 THE COURT: Hold on.

9 MR. MOCKLER: -- testifying

10 THE COURT: Excuse me. I got this. Thank
11 you. I appreciate it.

12 At the moment, all I've got is her
13 testimony.

14 MS. KELLY: Right.

15 THE COURT: So any assertion that her
16 report's not accurate in there, you're welcome
17 to develop in questions, but suggestions to the
18 contrary are not there. They're not open-ended
19 initial questions for direct examination.

20 MS. KELLY: I'll move on, Your Honor.

21 THE COURT: If you want to impeach the
22 credibility of the witness or testimony of
23 others that contradicts the evidence, that's
24 fine, but I don't understand the order that
25 you're raising the questions in.

1 MS. KELLY: I'll move on, Your Honor.

2 THE COURT: Go ahead.

3 MS. KELLY: Your Honor, I have no other
4 questions for Ms. George at this time.

5 THE COURT: Okay. So the Court's going to
6 take a quick recess because I've got to step
7 off the bench to address an emergent issue on
8 another case. I'll be back on the bench,
9 hopefully, within eight minutes at most. So
10 you-all are welcome to stretch your legs, use
11 the bathroom. We'll be in recess till 2:40.

12 THE BAILFF: All rise. Circuit Court is
13 in recess until 2:40.

14 (WHEREUPON, a recess was taken.)

15 THE BAILFF: All rise. Circuit Court is
16 back in session.

17 THE COURT: Thank you. You may be seated
18 and come do order.

19 Mr. Mockler.

20 MR. MOCKLER: Yes, Your Honor.

21 THE COURT: Any cross?

22 MR. MOCKLER: Correct.

23 CROSS-EXAMINATION

24 BY MR. MOCKLER:

25 Q Ms. George, you're appointed as a guardian

1 for Levi Granger; correct?

2 A That is correct.

3 Q And you're -- you would agree with me that
4 your obligations are to Levi Granger and to the
5 Court?

6 A That's correct.

7 Q In your view, did you experience or feel
8 any actual bias towards either of Levi Granger's
9 parents?

10 A No.

11 Q Does your -- in your view, does your
12 report, is it biased in favor of one parent or the
13 other?

14 MS. KELLY: Objection, Your Honor.

15 THE COURT: What's the objection?

16 MS. KELLY: Does that not call for -- that
17 calls for a legal conclusion as to bias.

18 THE COURT: Believes his phrase was "in
19 your view," which is opinion statement, so
20 overruled.

21 THE WITNESS: I do not think it was biased
22 one way or the other to either parent.

23 BY MR. MOCKLER:

24 Q When you conducted your investigation, did
25 you attempt to do so without bias?

1 A Yes.

2 Q Throughout your role in this case -- let
3 me go back, strike that.

4 When you started your investigation after
5 your appointment, did you weigh, in any fashion, in
6 favor of one parent or the other that you had
7 previously served as a mediator for Mr. Granger?

8 A No.

9 Q Were you even aware at any time prior to
10 entering your first interim report, were you
11 cognizant at any interval of time between your
12 appointment and entering or issuing a report that
13 you had previously served as a mediator for
14 Mr. Granger?

15 A No.

16 Q Are you acting as an attorney in this
17 case?

18 A No.

19 Q Are you giving legal advice?

20 A No.

21 Q Are you -- do you have -- who is your
22 client?

23 A Levi.

24 Q Are you giving him legal advice?

25 A No.

1 Q Is it fair to say that you were appointed
2 to the Court as Levi's guardian and best friend in
3 interest?

4 A Yes.

5 Q Were you appointed by the Court as an
6 attorney?

7 A No.

8 Q Have you ever served in this case as an
9 attorney to anyone?

10 A No.

11 MS. KELLY: Objection, Your Honor.

12 THE COURT: What's the objection?

13 MS. KELLY: This line of questioning, the
14 relevance.

15 THE COURT: Overruled.

16 You can answer the question, ma'am.

17 THE WITNESS: No, I have not represented
18 anybody or acted as an attorney for them.

19 BY MR. MOCKLER:

20 Q Is it your understanding that you actually
21 have your own counsel in this case?

22 A Yes.

23 Q And that's Ms. Heptner?

24 A Correct.

25 Q Why?

1 A Why do I need Ms. Heptner? I -- if that's
2 the question, you're --

3 Q Yes.

4 A I feel at this point when they're making
5 attacks against my credibility, I want to make sure
6 that everything's done accurately and correctly. So
7 I have counsel to represent me because I am a party
8 to the case. I can't act as a lawyer on my behalf,
9 so it's necessary for me to have a representative to
10 be able to protect my interests just as if I was one
11 of the parties.

12 Q Okay. You are a party to this case;
13 correct?

14 A I am.

15 Q Not an attorney.

16 A Correct.

17 Q This Mediation Results Report is already
18 in evidence; correct?

19 A Yes.

20 Q It's accepted into evidence?

21 THE COURT: It was as Mother's or
22 Respondent's 2.

23 BY MR. MOCKLER:

24 Q The date was accurate on this Mediation
25 Results Report?

1 A To my knowledge, yes, because I would have
2 written whatever date we had the mediation at that
3 time.

4 Q And the mediation conference was held on
5 September 4th of 2019?

6 A That's what it indicated, yes.

7 Q And you testified earlier, it lasted about
8 an hour.

9 A Correct.

10 Q You didn't -- no agreement came out of it?

11 A No agreement.

12 Q Didn't write anything up?

13 A No, because it would have been a quick
14 impasse. It was less -- you know, an hour.

15 Q Do you customarily give an introduction?

16 A I do two openings separately for the
17 parties.

18 Q How long do those take?

19 A Usually about five, ten minutes.

20 MS. KELLY: Your Honor, relevance.

21 THE COURT: How's it matter?

22 MR. MOCKLER: This is a one-hour
23 mediation. It was a walkout. She gave her
24 opening statement and they walked out.

25 MS. KELLY: Objection, Your Honor.

1 THE COURT: I don't know how that matters
2 one way or the other, Mr. Mockler. Is there
3 some reason why it makes some significant
4 difference --

5 MR. MOCKLER: It certainly goes to her --
6 it certainly -- I'm sorry, I didn't mean to
7 talk over the Court.

8 THE COURT: Is there some reason why it
9 makes a significant difference in the length of
10 time that was spent in the mediation was?

11 MR. MOCKLER: It's relevant to her
12 credibility and trustworthiness and appearance
13 of bias whether she remembers a walkout
14 mediation from five years ago with no
15 agreement.

16 MS. KELLY: Objection, Your Honor.

17 THE COURT: What's the basis?

18 MS. KELLY: Did he say a walkout meeting?

19 THE COURT: That's what he has referred to
20 it as, Counsel.

21 MS. KELLY: Okay.

22 THE COURT: I'm not taking it as that, but
23 the document that was received into evidence
24 reflects, and you drew out testimony earlier,
25 it was one hour. So I don't know if there's

1 any relevance to much beyond that point on the
2 question. I understand the point Mr. Mockler's
3 trying to raise, which the Court understands to
4 be it's not the equivalent of a case where a
5 mediator had served over several days of an
6 in-depth thing and drafted and resulted in
7 agreement where they should be expected to have
8 a clear, you know, memory of, yes, I engaged
9 with these parties for an extended period of
10 time.

11 So I understand the point that Mr. Mockler
12 is making. I don't know that I need any
13 specific breakdown of how that hour was spent,
14 nor would I want folks to potentially impinge
15 upon whatever the confidentiality was of what
16 I'm presuming was a court-appointed mediation,
17 but I do not know.

18 So I would just direct Mr. Mockler to move
19 on to whatever his next question is.

20 MR. MOCKLER: I will move on.

21 BY MR. MOCKLER:

22 Q You talked earlier about a conflict. Do
23 you recall that?

24 A Yes.

25 Q Your attorney made reference to a

1 conflict?

2 A Yes.

3 Q Did you -- I'm being careful with my
4 question. Give me one second.

5 Have you identified any -- are you
6 familiar with the rules governing mediators?

7 A I have reviewed them.

8 Q The Florida Rules for Certified and
9 Court-Appointed Mediators?

10 A I have looked at them, yes.

11 MS. KELLY: Objection, Your Honor.

12 THE COURT: Yes.

13 MS. KELLY: Relevance. Ms. George is not
14 a mediator in this case.

15 THE COURT: At the moment, I'm going to
16 allow it because I was fairly certain from your
17 opening that part of your argument is that
18 she's somehow barred because of a conflict
19 because of having served as a mediator and/or
20 having been counsel. So I think you opened the
21 door to allow the inquiry.

22 So go ahead.

23 BY MR. MOCKLER:

24 Q You're familiar with the rules?

25 A I -- yes.

1 MR. MOCKLER: I'd like to ask the Court to
2 take judicial notice of the Florida Rules for
3 Certified and Court-Appointed Mediators
4 affective August 2021, which is the most recent
5 version I'm aware of promulgated by the Florida
6 Supreme Court.

7 THE COURT: Any objection?

8 MS. KELLY: No, Your Honor.

9 MS. HEPTNER: No objection.

10 BY MR. MOCKLER:

11 Q Are you -- as we sit here today, isn't it
12 true that you're not familiar with any mediator rule
13 that you violated or that would be a conflict of
14 interest having previously mediated and subsequently
15 serving five years later as a guardian ad litem in a
16 different case for a child who was not subject to
17 prior mediation?

18 A That's correct.

19 Q We talked about previously -- "we" meaning
20 the people in the courtroom, not you and I. You
21 were asked previously on direct examination about
22 whether Mr. James Granger was a client of your law
23 firm.

24 A Correct.

25 Q You also testified that you did not have

1 an engagement agreement.

2 A That's correct. I didn't see the executed
3 agreement.

4 Q And you never saw Mr. Granger speak with
5 Lindsey French, did you?

6 A No, I did not.

7 MS. KELLY: Objection, Your Honor.
8 Relevance.

9 THE COURT: Sustained.

10 BY MR. MOCKLER:

11 Q In fact, you don't have any independent
12 knowledge of whether Mr. Granger ever spoke to
13 Linsey French?

14 A That I do not know.

15 Q In fact, it could be entirely possible
16 that he spoke with a staff member of your office and
17 not with Ms. French at all.

18 MS. KELLY: Objection, Your Honor.
19 Leading.

20 THE COURT: Sustained. Well, this is
21 cross-examination, so it's permissible on
22 there, but --

23 Go ahead, if you can answer that one,
24 Ms. George.

25 THE WITNESS: That's correct. It could be

1 possible that he'd just spoken with a staff
2 member that was her assistant at the time.

3 BY MR. MOCKLER:

4 Q And Ms. French never signed an engagement
5 agreement, did she?

6 A No, she did not.

7 Q And certainly, you never spoke with
8 Mr. Granger at or about the time he retained your
9 firm.

10 A I did not speak with him.

11 Q You don't have any confidential
12 information from that, do you?

13 A I don't, because I didn't -- I didn't
14 speak with him.

15 Q So you -- it's correct to say you don't
16 have any of Mr. Granger's confidential information
17 from the time that he gave money to your firm.

18 A Correct. I guess I don't have anything.
19 I looked at some emails, but I don't know -- I
20 didn't investigate and read the emails that he's
21 corresponded with the assistant at the time.

22 Q And certainly, you would agree with me
23 that during the course of your investigation, you
24 didn't have that information, I mean in your mind
25 that you had read or know.

1 A The only thing I knew at the time during
2 my investigation was up until recently when I had to
3 go back and look and see what did Ms. French have
4 with Mr. Granger. And I just saw a listing of --
5 like a listing of documents that were like -- not
6 documents but like files that would have been
7 involved, so I wouldn't have any information that I
8 would have used when I generated the interim report
9 or anything.

10 Q So as we sit here today, in your mind, you
11 don't have the benefit of any confidential
12 information that might have been received from
13 Mr. Granger; correct?

14 A Correct.

15 Q So that relationship, at least from an
16 informational standpoint, could not have influenced
17 your report; correct?

18 A That's correct.

19 Q You acknowledge that your law firm
20 received the money.

21 A Yes.

22 Q But you gave it back.

23 A Correct.

24 Q So the payment of money could not have
25 influenced your report; fair?

1 A Fair.

2 Q Because whatever money he gave you, you
3 returned.

4 A Yes.

5 Q In a check, if I recall correctly?

6 A Correct. That would be correct, I believe
7 it was a check.

8 MR. MOCKLER: One moment. Can I have a
9 moment, Judge?

10 THE COURT: You may.

11 MR. MOCKLER: On cross -- I have no
12 further questions on cross. I reserve the
13 right to call her independent.

14 I don't want to exceed the scope of cross
15 into the scope of direct.

16 THE COURT: Ms. Heptner, do you have any
17 questions for your client, ma'am?

18 MS. HEPTNER: I do briefly.

19 CROSS-EXAMINATION

20 BY MS. HEPTNER:

21 Q Ma'am --

22 MS. HEPTNER: May I approach the witness
23 to show her Exhibit No. 1 that was entered into
24 evidence, Your Honor? This was a --

25 //

1 BY MS. HEPTNER:

2 Q You testified that this was a payment
3 receipt to your law office, which at the time was
4 George and French in payment of the sum of
5 \$4,587.75. Who was the actual account holder of
6 this visa?

7 A Eric B. Granger.

8 Q So that's not Jim Granger?

9 A Correct.

10 Q So does that appear that a third party is
11 the one that actually paid the retainer to your
12 office?

13 A Correct. And it was paid because he was
14 retaining -- it initials L.M.F., which would be
15 Lindsey Marriott French.

16 Q Did you personally have any interaction
17 whatsoever with Mr. Granger in January of 2022?

18 A I did not.

19 Q Counsel was asking you some questions. I
20 wrote it down. Did you tell the Court -- she was
21 asking you about things that you told the Court
22 during a court hearing that you needed to talk to
23 some other witnesses. Do you remember --

24 A I -- I do recall that.

25 Q And you responded that -- you said you

1 still needed to talk to some other witnesses; is
2 that correct?

3 A That's correct.

4 Q Okay. And then you were asked: Did you
5 talk to the other witnesses?

6 A Correct.

7 Q Were you able to talk to every single
8 additional witness?

9 A No, I was not.

10 Q And was that due to your failure to reach
11 out to them?

12 A No. It was -- a lot of times with people
13 I tried to reach out to, I -- with Dr. Klein, I was
14 trying to get ahold of him. I was never getting a
15 call back. The parties actually helped facilitate
16 so I could actually have Dr. Klein call back because
17 for some reason it wasn't working -- the calls were
18 not working or going through. Nobody was reaching
19 each other. So it helped when the parties
20 facilitate it.

21 So I do run into the problem where I'll
22 reach out to who I need to, but it doesn't -- it
23 doesn't guarantee I'll get a call back or a return
24 response.

25 Q So at the time of that court hearing that

1 you were being questioned about, didn't you tell
2 everybody you weren't quite ready to render a final
3 opinion?

4 A Yes, I did.

5 Q And one of the reasons is you weren't done
6 gathering information; correct?

7 A Correct.

8 Q I got a little confused at one point.
9 Counsel was asking you about: Did you reach out to
10 the CPI witnesses? And you were trying to answer
11 that some weren't available and some of the records,
12 and then she cross-examined you with your -- or
13 tried to impeach you with the transcript regarding a
14 Dr. Hicks. Is Dr. Hicks anything to do with the CPI
15 investigation?

16 A No, he's not.

17 Q Okay. Who's Dr. Hicks?

18 A Dr. Hicks was -- is -- he's the medical
19 doctor that sees the mom, the dad, as well as the
20 child.

21 Q Okay. So when you said that you told the
22 judge you thought you needed to re-interview
23 Dr. Hicks, but then you testified today that you
24 realized you really didn't need to because you got
25 some documents. Did I hear that right?

1 A That is correct.

2 Q Okay.

3 A I did receive additional documents that
4 didn't concern me.

5 Q What kind of additional documents?

6 A Additional records with regards to
7 medications and filling those prescriptions.

8 Q As we're sitting here now, do you still
9 need to re-interview Dr. Hicks?

10 A I don't believe so.

11 Q Okay. One of the questions counsel asked
12 you is, she used the terminology: Did you accept
13 Mr. Granger's retainer check?

14 And I said: Objection. Rephrase the
15 question.

16 Did you, Kathy George, ever accept any
17 retainer that had to do with a paternity retainer
18 from Mr. Granger?

19 A I did not.

20 Q Okay. You were asked about the comments
21 about "crack whore." And you were trying to answer.
22 You don't really find it --

23 A It's not relevant?

24 Q -- relevant. Are you trying to say you
25 never believed that this woman is a crack whore?

1 A I don't think she is. I don't think she
2 was. I know they keep making allegations back and
3 forth about bad names to each other, but I don't
4 think that was the case.

5 Q But you never put any weight on the
6 allegation for Mr. Granger that Ms. Goetz is a crack
7 whore; correct?

8 A I've never weighed that into consideration
9 at all.

10 Q And you never accused her during that
11 phone conversation of being a crack whore.

12 A No. And I don't think there's anything
13 that would ever -- I've seen -- I haven't seen
14 anything that supported even that being the case or
15 if there has been a drug use by the mom. That
16 was -- would be alarming.

17 MS. HEPTNER: I don't have any further
18 questions, Your Honor.

19 Ms. Kelly, any additional questions for
20 the guardian?

21 MS. KELLY: Yes, Your Honor. Thank you.

22 REDIRECT EXAMINATION

23 BY MS. KELLY:

24 Q Ms. George, counsel for Mr. Granger asked
25 you a question regarding bias, and your response was

1 that you don't think your report was biased in any
2 way or another. He asked you if you were aware of
3 your participation as mediator prior to your
4 involvement in this case, and your response was no.

5 Should you have been aware of your
6 participation in Mr. Granger's mediation with his
7 former wife?

8 A I don't know if I should be aware or not
9 because it's really not a -- it's -- it's different
10 roles. So I'm not sure if that would really come
11 into play.

12 Q You filed a motion to withdraw in this
13 case; correct?

14 A Yes, through counsel.

15 Q Through counsel. And that motion was
16 based on this information you learned regarding that
17 mediation; is that correct?

18 A I'd have to review it. I'm not sure. I'd
19 have to review it to see specifically what it
20 asserted in there.

21 Q As you sit here, why did you file the
22 motion to withdraw?

23 A I filed the motion to withdraw just
24 because I think there -- I think there would be a
25 conflict. I feel uncomfortable having people feel

1 that I did not -- you know, that I'm biased one way
2 or the other. So I want the best interest for the
3 minor child, and if a party is not feeling that
4 they're getting all their needs accomplished, I feel
5 sometimes it's just better to withdraw from the
6 case, because the child's best interest is where
7 both of these two who do love their child should be
8 looking at.

9 Q You filed that motion to withdraw after
10 Mr. Granger's discovery response showing the receipt
11 in this case, the receipt where your office took the
12 \$4500?

13 A I'm not sure when he produced that or if I
14 saw that, because a lot of times when I do receive
15 discovery items that are, say, financial and stuff
16 like that, that doesn't really deal with the minor
17 child. So I don't recall when that would have
18 happened from Mr. Granger going through the offices.

19 Q So then what spawned your motion to
20 withdraw?

21 A Well, I reviewed the mother's motion to
22 have me withdrawn from the case. When I was
23 concerned about the -- when I reviewed the court
24 docket and saw the mediation results that I was a
25 mediator, I don't feel comfortable without having to

1 disclose that to everybody. I think that would have
2 been something, if I would have known about it back
3 then, I would have explained to the parties just
4 like I did when I told them that Ms. French had some
5 contact with Mr. Granger because I'd like to make
6 sure everybody's disclosed everything so that there
7 is not a appearance of impropriety or bias one way
8 or the other.

9 Q Your -- did your office conduct a conflict
10 check prior to this case?

11 A Yes.

12 Q Why didn't that conflict check show you
13 Mr. Granger's -- show you your participation in
14 Mr. Granger's mediation?

15 A That I do not know.

16 Q Did you testify during your deposition
17 that it should have?

18 A I would think it should have, yes. But I
19 don't know why it didn't come up as a conflict.

20 Q And had it come up, you would have raised
21 that with the parties' counsel; right?

22 A Yes, because I feel that everybody should
23 be aware of what's going on before they're
24 appointing me as a guardian.

25 Q You testified that your office received a

1 retainer payment from Mr. Granger to the tune of
2 \$4500; correct?

3 MS. HEPTNER: Your Honor, I'm going to
4 object. Asked and answer at least three times
5 now.

6 THE COURT: I think it's well understood
7 that her office received a retainer payment of
8 \$4500 plus whatever the service fee was.

9 MS. KELLY: Okay.

10 THE COURT: I don't think she received the
11 service fee portion of the processing of the
12 credit card.

13 But go ahead.

14 BY MS. KELLY:

15 Q Your office received the payment. Your
16 office returned a check to Mr. Granger; correct?

17 A Correct.

18 Q Okay. How much was the check that was
19 returned?

20 A That I don't know.

21 Q So you know your office received the
22 retainer payment, 4500. You know that you
23 personally refunded the check to Mr. Granger;
24 correct?

25 A I'm the one that was on the office trust

1 account, so I would write the checks. I did not see
2 him, I did not talk to him, and I did not hand him
3 to check. My office staff would have either mailed
4 it to him or requested for him to come pick it up.
5 But I would just assume, based upon how long he was
6 with the office and nothing really going forward, he
7 would have got the vast majority of his retainer
8 refunded to him.

9 Q You testified during your deposition that
10 you needed four hours to prepare for that
11 deposition; correct?

12 A You asked me if I -- that's what I quoted
13 the parties if I needed four hours to prepare for
14 the deposition.

15 Q You also testified that you reviewed your
16 office files.

17 MS. HEPTNER: You Honor, I'm going to
18 object to improper impeachment again. If
19 you're going to impeach a witness from their
20 deposition, you have to do it properly. Page,
21 line?

22 THE COURT: I didn't even understand
23 that's what you're trying to do here, so --

24 MS. KELLY: I'm just asking questions.
25 This isn't impeachment at this moment.

1 THE WITNESS: So I'm sorry, what was your
2 question?

3 BY MS. KELLY:

4 Q You prepared for your deposition by
5 reviewing your office files?

6 A Right. I wasn't specifically asked. My
7 office files, I would assume, would be with regards
8 to your -- this case, which would be dealing with
9 Levi, the discovery, what was in the interim
10 recommendation and what I did on that. It wasn't to
11 review my trust account checks on the case.

12 Q Will a review of your deposition refresh
13 your recollection?

14 A Sure.

15 Q Do you still have it?

16 A I do.

17 Q Perfect.

18 MS. KELLY: Your Honor, may I proceed?

19 THE COURT: Okay.

20 BY MS. KELLY:

21 Q On page 8.

22 A Okay.

23 Q Page 8, line 13, I asked you, "Did your
24 preparation include reviewing your firm's records
25 regarding any contact you may have had with

1 Mr. Granger?"

2 What was your response?

3 A I said, "I did review my files with regard
4 to Mr. Granger. Yes."

5 Q And I follow that by asking you, "Would
6 you say that review was thorough?"

7 And what was your response?

8 A "As thorough as I have records for, yes."

9 Q So is it your testimony today that after a
10 review of your files with any contact with
11 Mr. Granger, you know that you received a check for
12 \$4500, you returned a refund check --

13 THE COURT: Hold on. I'm verifying this
14 because I don't want there to be a
15 misstatement. I don't think there's ever been
16 an assertion that there was actually a check
17 that -- for Mr. Granger. The record you
18 introduced, Counsel, was one of a credit card
19 payment that we had to redact the last four
20 digits of.

21 MS. KELLY: Okay. Thank you, Your Honor.

22 BY MS. KELLY:

23 Q You've testified that you received \$4500
24 on Mr. Granger's behalf; correct?

25 A Yes, the firm did receive --

1 MS. HEPTNER: Objection to "you" in this.

2 It misstates --

3 THE COURT: Okay. Understood. The
4 witness already clarified in the response as to
5 the firm, not her individually.

6 BY MS. KELLY:

7 Q Your office received \$4500 on behalf of
8 Mr. Granger.

9 A That's correct.

10 Q Because you're on the trust account, you
11 refunded a check to Mr. Granger.

12 A Correct.

13 Q You know both of those things, but you
14 don't know how much you gave Mr. Granger after a
15 review of -- after a thorough review of your office
16 records.

17 A That's correct because, remember, I was
18 telling you I was having computer problems because I
19 got the new computer and switched, and I couldn't
20 link into my old program that had the checks that
21 were on there.

22 Q And --

23 A And as we sit here today, I still can't
24 get in there because my computer gentleman has been
25 busy elsewhere.

1 Q The documents that you say you couldn't
2 get into, the files that you couldn't get into,
3 that -- does that file not also contain an agreement
4 that may or may not have been signed by Mr. Granger
5 with Lindsey French?

6 A No.

7 Q Is that a different database?

8 A A different database.

9 Q Counsel for Mr. Granger made a point to
10 ask you about the length of the mediation that you
11 proceeded over with Mr. Granger and his first wife;
12 right?

13 A Yes.

14 Q But wasn't it after that mediation that he
15 returned to your office? Albeit to retain
16 Ms. French or you, he came back to your office after
17 that meeting took place; correct?

18 A He didn't come back to retain me.

19 Q But he came back to your office.

20 A I don't know if he came in the office or
21 if he called in or how that was handled.

22 Q I apologize. I don't suggest the
23 physicality of it. He returned to retain your firm
24 after that mediation.

25 A He retained, yes.

1 Q So is it plausible for Ms. Goetz to think
2 that he must have been impressed with your skills at
3 mediation?

4 MS. HEPTNER: That's objection.
5 Speculation.

6 THE COURT: Sustained.

7 MS. KELLY: I'll withdraw the question,
8 Your Honor.

9 BY MS. KELLY:

10 Q Ms. George, your attorney asked you or
11 indicated that Eric B. Granger paid the invoice for
12 Mr. Granger's retainer.

13 A Yes.

14 Q Did you return the retainer to Mr. -- why
15 didn't you return the retainer payment to Eric B.
16 Granger?

17 A Because I was instructed to return it to
18 Mr. Granger.

19 Q Could that be because he was the client?

20 A He was the one that was the point of
21 contact, I guess, with the office.

22 Q But was he not also the client?

23 A I don't know if this technically was. He
24 never signed a retainer agreement, so that's
25 concerning, because then that's why he got his

1 refund back. So it wasn't technically retained as a
2 full client with our office.

3 Q It's your testimony that he got the refund
4 back because he wasn't a --

5 A He's not a client with our office. So if
6 he -- we didn't have our signed binding contract as
7 signed by him and signed by Ms. French. So we
8 refunded money back to him.

9 Q But that's not the reason you told me
10 before you returned the money back.

11 A Well, if he's a client or a potential
12 client but he hasn't signed the retainer contract,
13 then we refund it back.

14 Q What in your file did you review that
15 indicated that was the reason you returned the
16 retainer?

17 A Well, the retainer agreement's in there
18 that's not signed, so it makes me assume that they
19 came in. I wasn't the one handling it, so I can
20 only look at the records and see that there was a
21 retainer agreement that was sent out, wasn't signed,
22 there was a deposit made, and that he requested a
23 refund somehow through Ms. French and her
24 associate -- or I'm sorry, her assistant.

25 Q But it had nothing to do with the fact

1 that the retainer wasn't signed; isn't that correct?

2 A I don't know what the facts were behind
3 that because it wasn't my case to handle that. I'm
4 just looking at our records and trying to like
5 second-guess what they've been doing.

6 MS. KELLY: Just a minute, Your Honor.

7 THE COURT: No problem.

8 BY MS. KELLY:

9 Q Can you turn to page 37 of your
10 deposition, please?

11 A Yes.

12 Q Line 8. My question was, "So when you
13 testified earlier that you think the reason for the
14 termination of services was based on him changing
15 his mind, does the record you're looking at now also
16 show that in fact was the reason?"

17 Your answer was what?

18 A Well, I'm saying that's the reason because
19 when I look at what you're having me look at, I can
20 see that they sent out a retainer and he didn't sign
21 it. Then I see that there's -- there's picking a
22 check up. So I'm assuming he changed his mind
23 because they did have a child. So it wasn't that
24 the paternity wasn't at issue. He just must have
25 either changed his mind or went somewhere else. I

1 have no idea.

2 MR. MOCKLER: I'd like to make an
3 objection to this line of questioning, because
4 the probative value is outweighed by the
5 prejudice of the line of questioning insofar as
6 the prejudice is not finishing today.

7 You have established these points. It's
8 crystal clear. The prejudice is not finishing.
9 I would like to finish today.

10 THE COURT: Mr. Mockler.

11 MR. MOCKLER: Yes.

12 THE COURT: Had you not arrived more than
13 30 minutes late for this afternoon's hearing,
14 the Court might give greater weight to that.

15 MR. MOCKLER: Fair --

16 THE COURT: You may proceed, Counsel.

17 BY MS. KELLY:

18 Q So the reason, again, that Mr. Granger
19 separated from your firm had nothing to do with the
20 fact that he failed to sign the retainer agreement.

21 MR. MOCKLER: Objection. Leading.

22 THE WITNESS: I don't know your --

23 THE COURT: It's not -- so, first of all,
24 in this particular area, I think you're beating
25 a dead horse. I think your questions and

1 answers are somewhat cumulative effect. I
2 don't know how much more I'm getting out of
3 this line of inquiry.

4 But if you have more that you think you
5 need to delve into on it, hit it so we can get
6 this resolved.

7 MS. KELLY: Just one other question.

8 BY MS. KELLY:

9 Q Your attorney asked you about individuals
10 you've interviewed before this case, the collaterals
11 you've interviewed. Did you interview Ms. Goetz's
12 collateral, Jessica Fedorchak? Did you --
13 Fedorchak. Did you --

14 MR. MOCKLER: Objection. Outside the
15 scope of direct -- or sorry, cross.

16 MS. KELLY: I believe her --

17 THE COURT: You asked about questions of
18 witnesses on direct. There was no exploration
19 of that on cross-examination nor by -- well, to
20 the extent that I believe counsel for the
21 guardian asked some questions about additional
22 witnesses, so I'll allow you have to ask the
23 question. Go ahead.

24 THE WITNESS: I have to go back to my
25 report to see -- or my -- my notes to see if

1 she gave me that person as an individual and
2 what the rationale is, if I don't have them
3 included in the report.

4 BY MS. KELLY:

5 Q So is your response that you don't recall?

6 A I don't know because I'd have to go back
7 and look at the other information in the records to
8 see if she gave me that person as a name and to see
9 what the explanation was behind whether or not I
10 spoke with them, called them, attempted to call
11 them, or couldn't get through to them.

12 MS. KELLY: No other questions,
13 Your Honor.

14 THE COURT: Does anybody have any other
15 questions for the guardian?

16 Mr. Mockler?

17 MR. MOCKLER: No, Judge. Thank you.

18 THE COURT: Ms. Heptner?

19 MS. HEPTNER: Just one.

20 THE COURT: Go ahead.

21 RECROSS-EXAMINATION

22 BY MS. HEPTNER:

23 Q Aren't you the person who actually looked
24 up the mediation results and produced that to
25 counsel in this case showing that you conducted the

1 mediation?

2 A Yes, I did. I did that personally.

3 Q You disclosed it --

4 A I did.

5 Q -- as soon as you learned about it; right?

6 A As soon as I learned about it.

7 MS. HEPTNER: I have no further questions.

8 THE COURT: Okay. Thank you, ma'am. Go
9 take your seat next to your attorney.

10 THE WITNESS: Thank you.

11 THE COURT: Who would you like to call
12 next, Ms. Kelly?

13 MS. KELLY: I'd like to call Ms. Goetz,
14 please.

15 THE BAILFF: Face the judge. Raise your
16 right hand to receive the oath.

17 THE COURT: Ma'am, do you swear or affirm
18 any testimony provided today will be the truth,
19 whole truth, and nothing but the truth?

20 MS. GOETZ: I do.

21 THE COURT: Thank you, ma'am. You may
22 take the stand.

23 THE WITNESS: May I have some water?

24 THE COURT: I'm sorry?

25 THE WITNESS: May I have some water?

1 THE COURT: Please, go right ahead.

2 MR. MOCKLER: Judge, for Ms. Goetz, I have
3 an issue I'd like to raise with the Court now
4 that she's on the stand.

5 THE COURT: Listening.

6 MR. MOCKLER: My understanding is, I was
7 meeting with Ms. Heptner, going over the
8 mediation rules and mediation opinions about
9 whether there's a legal conflict. I was
10 conferring with Ms. Heptner, and my
11 understanding is that Ms. Goetz was recording
12 me without my consent or knowledge during that
13 colloquy with counsel.

14 THE COURT: I'll ask were you recording
15 any conversations this afternoon, ma'am?

16 THE WITNESS: I took my phone up and I
17 lifted it up, but I -- as soon as they said
18 that that -- I was not allowed to do that, I
19 put my phone down.

20 THE COURT: That doesn't answer the
21 Court's question.

22 THE WITNESS: I don't believe so,
23 Your Honor.

24 THE COURT: Did you record --

25 THE WITNESS: I did not.

1 THE COURT: -- any conversations this
2 afternoon?

3 THE WITNESS: I -- I lifted my phone up,
4 but it was not able to get any recording.

5 THE COURT: Once again -- I guess the
6 Court will rephrase its own question. Have you
7 made any audio recordings this afternoon?

8 THE WITNESS: I have not, Your Honor. No.

9 THE COURT: Ma'am, please allow the Court
10 to finish its question before you answer the
11 question so that the record is clear. Have you
12 made any audio recordings this afternoon?

13 THE WITNESS: I do not believe I have,
14 Your Honor.

15 THE COURT: What device would you have
16 used for the fact that you appear to be
17 uncertain as to if you have made any since you
18 do not --

19 THE WITNESS: I lifted my phone up -- oh,
20 I'm sorry.

21 THE COURT: -- since you do not believe
22 you have?

23 THE WITNESS: When Mr. Mockler walked over
24 to show Mrs. George, while she was on the
25 witness stand and you took a break, his

1 computer, Staci said, They're not allowed to do
2 that.

3 And I said, Should I take my phone out?

4 And then they said, No, you can't do that.

5 So my phone was up. Mr. Mockler walked
6 over. I said, It's not recording.

7 And I put my phone down

8 THE COURT: Here's what I'd like to have
9 happen. Pull up your phone, go to wherever it
10 is, either video or audio recordings. Counsel
11 and -- for all three parties are going to
12 approach to be able to see whatever's on the
13 witness's device.

14 So that would be photos. Is there
15 anything where you have videos or audio stored
16 in some different place on the device?

17 THE WITNESS: No, Your Honor.

18 THE COURT: Okay.

19 THE WITNESS: This would have been my
20 last --

21 THE COURT: It appears to be an iPhone of
22 some sort. I'm not an iPhone guy, so I don't
23 know if they're stored in some separate place.

24 THE WITNESS: I can go to videos.

25 THE COURT: Are any of you-all -- sorry?

1 MR. MOCKLER: Those are albums.

2 THE WITNESS: I can go to videos if you'd
3 like.

4 MR. MOCKLER: Yes.

5 THE COURT: Go ahead.

6 MR. MOCKLER: Yes.

7 THE WITNESS: Yes, Your Honor.

8 THE COURT: Is that the most recent one?
9 I, again --

10 THE WITNESS: It is, Your Honor.

11 THE COURT: Okay. It appears to be a
12 video of the child playing on things.

13 THE WITNESS: Yes, Your Honor.

14 THE COURT: So, ma'am. I'm going to take
15 you entirely at face value on there. We're
16 just going to proceed forward with where we
17 were.

18 MS. KELLY: Thank you, Your Honor.

19 THE WITNESS: Thank you, Your Honor.

20 MR. MOCKLER: There's another question --
21 another phone, Judge.

22 THE WITNESS: I'd be happy to give you
23 anything that you'd like. I do not have
24 another phone. This is not the phone that I --

25 THE COURT: Hold on, ma'am. You'll find

1 deputies don't like it when you move quickly
2 towards the bench.

3 THE WITNESS: Yes, Your Honor. Would you
4 like to --

5 THE COURT: We'll wait for Ms. Kelly to
6 also come and join us.

7 THE WITNESS: Yes, Your Honor. Ready?

8 THE COURT: Go ahead, ma'am.

9 THE WITNESS: Yes, Your Honor. It's just
10 saying it's dying. Okay. Most recent.

11 MR. MOCKLER: That's from albums, not
12 photos.

13 THE WITNESS: You're welcome to go and
14 help yourself.

15 THE COURT: All right. Mr. Mockler is now
16 holding the device and searching through it to
17 find wherever the other storage portion may be.

18 THE WITNESS: You want to go to videos.

19 THE COURT: And Ms. Goetz is assisting by
20 bringing to where we are and looking at videos
21 apparently.

22 THE WITNESS: I don't use that phone very
23 often.

24 THE COURT: Okay. Anybody have any
25 remaining concerns?

1 MS. HEPTNER: I do not, Your Honor.

2 THE COURT: Mr. Mockler?

3 MR. MOCKLER: No, Judge.

4 THE COURT: Thank you.

5 MR. MOCKLER: Can we look at the deleted
6 ones on the first phone, Judge?

7 THE COURT: Very quickly so that we can
8 move on.

9 MR. MOCKLER: Recently deleted.

10 THE WITNESS: Which one, this one?

11 MR. MOCKLER: Yes.

12 THE COURT: I believe he was asking on the
13 original phone there, ma'am.

14 MS. HEPTNER: Wasn't it the other one?

15 THE WITNESS: You can have both. That's
16 recently deleted. There's nothing in there.

17 MR. MOCKLER: Thanks, Judge.

18 THE COURT: Okay.

19 THE WITNESS: Would you like --

20 MR. MOCKLER: It's fine.

21 THE COURT: Okay. Any remaining questions
22 regarding that issue, or can we all move on?

23 MS. HEPTNER: We can move on.

24 THE COURT: We're moving on.

25 Go ahead, Ms. Kelly, whenever you are

1 ready, ma'am.

2 MS. KELLY: Thank you, Your Honor.

3 THEREUPON,

4 LOUISE VICTORIA GOETZ,

5 having been first remotely duly sworn or affirmed,

6 as hereinafter certified, testified as follows:

7 DIRECT EXAMINATION

8 BY MS. KELLY:

9 Q Ms. Goetz, we are here on your motion to
10 remove the guardian ad litem. What was your
11 expectation of the guardian ad litem as it relates
12 to your case?

13 A I expected Ms. George --

14 THE COURT: You don't have to lean that
15 close to the microphone.

16 THE WITNESS: Okay. I expected the
17 guardian ad litem to research and to look into
18 the domestic violence incidents that our child
19 had been a party to. I also expected her to
20 look into the drug allegations that both
21 parties had made. I expected her to adequately
22 report on the living arrangements and to give
23 the Court a clear and accurate picture of the
24 things that our family had been through.

25 //

1 BY MS. KELLY:

2 Q Do you believe that the guardian ad litem
3 has done that?

4 A I do not.

5 Q On or about June 6, 2023, the parties
6 stipulated to a drug test; correct?

7 A Yes.

8 Q I'm sorry?

9 A Yes, ma'am.

10 Q Was there anything about the guardian ad
11 litem's response to that stipulation that troubled
12 you?

13 A Yes, there was. On June 21st -- on or
14 about June 21st, after having provided the results
15 pursuant to what we agreed to in the courtroom -- we
16 both agreed to a very specific test, PEth test and a
17 12-panel -- a 12-panel hair, nail, or blood. I had
18 objected to the blood because I had desired for the
19 look back to have been longer. Mr. Granger
20 indicated that he could not take a hair or nail
21 test, so blood was allowed.

22 Then when Mr. Granger provided his
23 results, they were in fact -- the judge's ruling
24 said very specifically that the test was not to be
25 urine. Mr. Granger responded, I understand.

1 When he provided the test results to all
2 parties, both tests were incorrect. He in fact
3 provided an 80-hour alcohol, which was not what we
4 agreed to and a much shorter look back, and he also
5 provided --

6 MR. MOCKLER: Objection. Narrative and
7 hearsay.

8 THE COURT: Sustained as to the narrative.
9 What's your next question for the witness,
10 ma'am?

11 BY MS. KELLY:

12 Q Was there anything regarding the guardian
13 ad litem's interpretation of those results that
14 troubled you?

15 A It troubled me that I had to bring to her
16 attention that Mr. Granger had taken the wrong
17 tests.

18 MS. KELLY: Your Honor, can we have the
19 witness move the --

20 THE COURT: Just sit back further, ma'am.
21 You're fine.

22 MS. KELLY: Sit back and this jug, this --
23 yes.

24 THE COURT: You want her to move the
25 water?

1 THE WITNESS: Okay. Sorry.

2 MS. KELLY: Yes, please.

3 BY MS. KELLY:

4 Q I'm sorry. Did you answer?

5 A It troubled me that Mr. Granger was not
6 being held accountable to the court order.

7 Q And what do you mean by "not being held
8 accountable to the court order"?

9 A Mr. Granger was able to provide two tests
10 that were not pursuant to the court order.

11 Q Did you raise that with the guardian ad
12 litem?

13 A I did.

14 Q And then what did you learn?

15 A She told me that that wasn't the case, and
16 then on the second -- on my following conversation
17 with her, she told me that she had spoken to
18 Mr. Granger and that he would be taking the correct
19 tests, and it had been almost a month at that time
20 since we were ordered to take the tests.

21 Q Has there been anything regarding
22 Mr. Granger's behavior or communications to you that
23 led you to believe that he had a relationship with
24 Ms. George?

25 A Yes. On September 5th, I actually

1 questioned Ms. George as to why Mr. Granger kept
2 saying in the Talking Parents --

3 MR. MOCKLER: Objection. Nonresponsive.

4 THE COURT: I'm allowing you to finish
5 that answer.

6 THE WITNESS: Mr. Granger had indicated
7 that he had spoken and/or emailed Mrs. George
8 potentially over 30 times, yet none of those
9 were logged in her bill, so I questioned her as
10 to why her communications with Mr. Granger were
11 not showing in the bill.

12 BY MS. KELLY:

13 Q And what did you learn when you questioned
14 her?

15 A She sent me back --

16 MR. MOCKLER: Objection. Hearsay.

17 THE WITNESS: She refused to respond.

18 THE COURT: Hold on, ma'am.

19 THE WITNESS: I'm sorry.

20 THE COURT: Allow me an opportunity to
21 address the objection.

22 MR. MOCKLER: I withdraw it. She's a
23 party. If she's talking about Ms. George, I
24 withdraw it.

25 THE COURT: Good, because I would have to

1 give that one some more serious thought as to
2 whether or not a guardian ad litem is a party
3 opponent.

4 But go ahead, you can answer the question.

5 THE WITNESS: She did not address my
6 concerns.

7 BY MS. KELLY:

8 Q Did there come a time when you had a
9 concern with the guardian ad litem because of
10 perceived lies to the doctors from --

11 MS. HEPTNER: Objection as to leading,
12 Your Honor.

13 THE COURT: So first of all, it's a
14 leading question, and I don't know I understand
15 and how it's phrased. So I'm just going to
16 have you repeat or just rephrase the question,
17 Counsel, so I understand what you're asking.

18 BY MS. KELLY:

19 Q Did you ever have any concerns that the
20 guardian ad litem failed to follow up with any of
21 the doctors?

22 A Yes, I did.

23 MR. MOCKLER: Objection.

24 BY MS. KELLY:

25 Q Levi's doctors.

1 MS. KELLY: Sorry.

2 THE COURT: What's the objection?

3 MR. MOCKLER: That's leading.

4 THE COURT: Sustained.

5 BY MS. KELLY:

6 Q Is it your opinion -- I'll rephrase. To
7 your knowledge, did Mr. Granger lie to any of Levi's
8 doctors?

9 A It is.

10 Q Was this communicated to the guardian ad
11 litem?

12 A It was.

13 MR. MOCKLER: Objection. Lacks
14 foundation. When, where, how, what he said.

15 THE COURT: Sustained.

16 BY MS. KELLY:

17 Q When did Mr. Granger lie to the doctors?

18 A I -- I provided Ms. George with a document
19 in which Mr. Granger forged my name on a medical
20 exemption. I then alerted Ms. George that
21 Mr. Granger was --

22 MR. MOCKLER: Objection. Lacks
23 foundation.

24 BY MS. KELLY:

25 Q Ms. Goetz, when --

1 MS. KELLY: Sorry.

2 THE COURT: Next question.

3 BY MS. KELLY:

4 Q When was this, Ms. Goetz?

5 MR. MOCKLER: Objection. Vague as to what
6 "this" is and saying foundational questions.
7 If she's going to say he lied, I need when,
8 where, why, what, how did she see it, did she
9 view it --

10 THE COURT: Mr. Mockler.

11 MR. MOCKLER: Yes, Judge.

12 THE COURT: Appreciate it. Don't need the
13 speaking objections. The first part of your
14 objection is overruled. She clearly was
15 referring to where she provided the guardian ad
16 litem a document that she indicated that she
17 believed your client had forged her signature
18 on dealing with a vaccination, essentially.

19 So as to when, that was the very question
20 that Ms. Kelly was asking.

21 So when was this, ma'am?

22 THE WITNESS: I provided it over the
23 summer. And I would like the Court to be aware
24 that --

25 THE COURT: Ma'am, don't go beyond the

1 scope of the question that was asked to you.

2 You're just answering your counsel's questions.

3 THE WITNESS: Yes, Your Honor.

4 THE COURT: Next question, Ms. Kelly.

5 BY MS. KELLY:

6 Q Did you provide -- did you say -- was your
7 response you provided the information to Ms. George
8 over the summer?

9 A I did, when Mr. Granger was threatening to
10 have unapproved medical treatment for our child.

11 Q And what was that medical treatment?

12 A He was going to have him vaccinated.

13 Q And when you raised this issue with the
14 guardian ad litem --

15 MR. MOCKLER: Objection. Leading,
16 presumes fact not in evidence.

17 THE WITNESS: It is in evidence.

18 THE COURT: Ma'am.

19 THE WITNESS: Oh, I'm sorry.

20 THE COURT: You are not to argue with
21 Mr. Mockler. You have counsel. If she has an
22 objection, she will raise it.

23 Is this an issue that is raised in the
24 guardian ad litem's interim report?

25 MS. KELLY: No, Your Honor.

1 THE COURT: Then why are we talking about
2 it?

3 MS. KELLY: It goes to Ms. Goetz's belief
4 that the guardian ad litem is with --

5 THE COURT: Okay. All due respect to that
6 question --

7 MS. KELLY: Yes, Your Honor.

8 THE COURT: -- under what legal authority
9 does the parties' belief as to a potential bias
10 of a guardian ad litem relevant at all?

11 MS. KELLY: Well, Your Honor --

12 THE COURT: In other words, isn't it in
13 virtually every single case where one party or
14 the other may not like whatever a guardian is
15 opining and, therefore, thinks that they are
16 siding with the other side, which is the very
17 reason why O'Neill and Bouchard talk about you
18 have to actually demonstrate actual bias.

19 MS. KELLY: Agreed, Your Honor. Agreed.

20 THE COURT: So then why does it matter
21 what her thoughts, feelings, or opinions are?

22 MS. KELLY: Your Honor, I think it's
23 important not only that we establish the
24 conflict of interest which precedes the
25 client's or Ms. Goetz's idea of bias in the

1 case, so our position is there's a conflict of
2 interest even before we get into the
3 investigation, but in the investigation, there
4 are biases that we intend to show through
5 Ms. Goetz's testimony.

6 THE COURT: You're welcome to get there.
7 Just I'll remind you that you've just conceded
8 to me, as I understand it, it doesn't really
9 matter if your client perceived there was bias
10 or not. So give me the evidence or show me the
11 facts that there, in fact, was some bias,
12 right, or prejudice that was demonstrated.

13 THE WITNESS: May I address the Court?

14 THE COURT: No, ma'am. Relative to what?

15 THE WITNESS: Mrs. Kelly has just come
16 into this case, and I don't know -- I would
17 like to possibly proceed forward myself.

18 THE COURT: That's absolutely not
19 happening. You have counsel. You have
20 retained their law firm. You have multiple
21 attorneys with their firm, including Mr. Glaros
22 and Ms. Kelly. Ms. Kelly is your counsel of
23 record. You may not discharge her in the
24 middle of this hearing. You have proceeded
25 upon a situation like that before in a related

1 injunction case, which ultimately resulted in a
2 continuance of that and greater confusion. You
3 have counsel that will remain counsel.

4 Continue, Ms. Kelly.

5 MS. KELLY: Thank you.

6 BY MS. KELLY:

7 Q Ms. Goetz, on October 29, 2023, you filed
8 an emergency motion to continue a hearing that was
9 set for November 22, 2023. Why did you file that
10 motion?

11 A Because the guardian ad litem's report
12 came out and was flawed and showed extreme bias to
13 Mr. Granger. It was missing material facts in our
14 case.

15 MR. MOCKLER: Objection. Lacks
16 foundation.

17 THE COURT: Sustained.

18 BY MS. KELLY:

19 Q What material fact are you referring to?

20 A Ms. Kelly -- or Ms. Kelly. Ms. George did
21 not make notice of the fact that Mr. Granger had
22 pled guilty to an assault on me. He was charged
23 with assault, and in that assault, he threatened to
24 decapitate me in front of our child.

25 Q So the material fact is that that

1 information was not included in Ms. George's report?

2 A There was more. Ms. George failed to note
3 the deposition of Moriah Granger.

4 MR. MOCKLER: Objection. Nonresponsive.

5 THE COURT: Sustained.

6 BY MS. KELLY:

7 Q Do you believe that this Moriah, that the
8 information should have been included in your
9 report?

10 MR. MOCKLER: Objection. Leading.

11 THE COURT: I'm going to allow it.

12 THE WITNESS: There was clear and
13 convincing evidence that Moriah and Jim Granger
14 lied to Child Protective Services, and
15 Ms. George not only did not include it in her
16 report, she actually awarded that category to
17 Mr. Granger, when she had --

18 MR. MOCKLER: Objection. Nonresponsive.

19 THE COURT: Sustained.

20 I want you to limit your response to the
21 question.

22 BY MS. KELLY:

23 Q Ms. Goetz, in your communications with
24 Ms. George, you made her aware of this?

25 A I did. She attended the deposition.

1 Q Which deposition are you referring to?

2 A Moriah Granger in August of 2023.

3 Q And you believe that that information
4 should have been included in the report?

5 A I believe that evidence --

6 MR. MOCKLER: Objection. Leading.

7 THE COURT: I'm allowing it, but, Counsel,
8 you're reminded you are on direct.

9 THE WITNESS: I believe that evidence of
10 lying to Child Protective Services should have
11 been included in the guardian ad litem's
12 interim report.

13 BY MS. KELLY:

14 Q So my question is: You raised that issue
15 with Ms. George yourself?

16 A Many times.

17 Q And you fail to see that information, in
18 turn, in Ms. George's report.

19 A In fact --

20 MR. MOCKLER: Objection. Counsel's
21 testifying.

22 THE COURT: I'm not taking counsel's
23 question as evidence, Mr. Mockler.

24 Though this does go, Ms. Kelly, to how
25 direct inquiry is supposed to work. So if you

1 can please pay attention to the phrasing to
2 your question.

3 MS. KELLY: Thank you, Your Honor.

4 THE WITNESS: Would it be possible to
5 clarify, Your Honor, what "not into evidence"
6 means?

7 THE COURT: Argument for questions of
8 counsel are not evidence the Court considers.
9 The Court considers evidence which is testimony
10 sworn under oath of the parties or witnesses as
11 well as documents which are properly published
12 into evidence.

13 THE WITNESS: Thank you

14 THE COURT: Continue, Ms. Kelly.

15 BY MS. KELLY:

16 Q Ms. Goetz, have there been any CPS reports
17 that you provided to Ms. George?

18 A Ms. George and I received the same CPS
19 reports within the same week, and we discussed that.
20 Yes. I have also provided her with the reports in
21 an email.

22 Q Did you find that Ms. George's
23 investigation included those CPS reports?

24 MR. MOCKLER: Objection. Lacks foundation
25 or knowledge of what their investigation

1 included.

2 THE COURT: You may rephrase.

3 BY MS. KELLY:

4 Q Ms. Goetz, have you had an opportunity to
5 review Ms. George's reports -- report?

6 A I was -- I have had an opportunity to
7 review her report, and I was present at her
8 deposition regarding the report.

9 Q In your review of her report, did it
10 address the CPS reports?

11 A It did.

12 Q Was your son present for any domestic
13 violence incidents that Ms. George became aware of?

14 A Yes, he was, numerous incidents.

15 MR. MOCKLER: I didn't hear that.

16 THE COURT: I heard, "Yes, he was." I did
17 not hear the words after that.

18 THE WITNESS: More than one incident.

19 BY MS. KELLY:

20 Q Was that addressed in the report?

21 MR. MOCKLER: I don't know that she --
22 I'm -- I didn't hear the question. I don't
23 know what she's --

24 THE COURT: The question prior to it had
25 been: Was your son present for any domestic

1 violence incidents that the guardian ad litem
2 became aware of?

3 Her answer was yes, he was, and clarified
4 more than one.

5 What's your next question, Ms. Kelly?

6 BY MS. KELLY:

7 Q My next question was: Was that
8 information found in the report?

9 A It was reported inaccurately in her
10 guardian ad litem interim report.

11 Q By "inaccurately," what do you mean?

12 A She failed to include the evidence that
13 she had received that the CPI report dated June
14 of -- May of 2020 and the CPI report dated 10 of
15 2020, the father had provided false information.
16 She also failed to include the evidence that she had
17 that Moriah Granger had also been untruthful with
18 Child Protective Services.

19 Q So at some point, you've provided these
20 things to Ms. George.

21 A Correct.

22 Q And you're -- and they were not addressed
23 in the report.

24 A She was unable to file the --

25 THE COURT: Hold on, Counsel. That

1 misstates testimony in evidence so far. If
2 you'd like to rephrase, you may.

3 Okay. I'll withdraw the question,
4 Your Honor.

5 BY MS. KELLY:

6 Q Ms. Goetz, your testimony is that
7 Ms. George had information from CPI in May of 2020.

8 A That is correct.

9 Q And you believe she also had information
10 from CPI in October of 2020.

11 A That is correct.

12 Q And it was not -- the information was not
13 addressed in her report.

14 A Upon my first meeting with Mrs. George, I
15 alerted her that the CPI report --

16 THE COURT: Ma'am, your answer is not
17 responding to your attorney's question.

18 THE WITNESS: Okay. I apologize. Ask
19 again, please.

20 THE COURT: All Ms. Kelly asked you was if
21 that information was included in the guardian's
22 report.

23 THE WITNESS: It was not. She relied on
24 the original information from what I told her
25 was fraudulent.

1 MR. MOCKLER: Objection to the extent the
2 witness is testifying on what Ms. George relied
3 on or didn't rely on, and she is not inside
4 Ms. George's brain.

5 THE COURT: Response?

6 MS. KELLY: Your Honor, the question had
7 nothing to do with what Ms. Georgia relied
8 upon.

9 THE COURT: That was your client's answer
10 to the question. Your client's the one who
11 said she relied upon the original information
12 for what I told her.

13 MS. KELLY: I understand that, but my
14 question to her was did the information, did
15 she see it in the report, was the information
16 in the report, and her response was no.

17 THE COURT: Her response was, "It was not.
18 She relied upon the original information from
19 what I told her," which is what led to
20 Mr. Mockler's objection. So to the extent that
21 it is dealing with whatever the guardian relied
22 upon outside of whatever is listed in the
23 actual report, I will sustain the objection.

24 BY MS. KELLY:

25 Q Ms. Goetz, you do not know what -- do you

1 know what Ms. George relied upon for this report?

2 A Ms. George copy and pasted the report from
3 Child Protective Services dated in the guardian at
4 litem report.

5 MS. HEPTNER: I'm going to object to
6 speculation on that, Your Honor.

7 THE COURT: I really don't know how to
8 address it, so --

9 MS. HEPTNER: There's no basis, no
10 foundation. And may I impose, Your Honor, it
11 doesn't beat -- the report's entered into
12 evidence. It speaks for itself.

13 THE COURT: No, ma'am.

14 MS. HEPTNER: The original report --

15 THE COURT: It has not been published into
16 evidence at this hearing at all.

17 MS. HEPTNER: Oh. Then I object to any
18 questions regarding the report whatsoever.

19 THE COURT: I hope counsel now appreciates
20 what has been probably the apparent frustration
21 of the Court with the line of inquiry. We're
22 going to take a brief recess while I step off
23 the bench, and I'll be back on in about
24 ten minutes.

25 THE BAILFF: All rise. Circuit Court is

1 in recess for ten minutes.

2 (WHEREUPON, a recess was taken.)

3 THE BAILFF: All rise. Circuit Court is
4 back in session.

5 THE COURT: Thank you, folks. You may
6 retake your seats and places. You can actually
7 stay right there.

8 For what it's worth, I share Mr. Mockler's
9 desire expressed earlier for these proceedings
10 to be completed this afternoon on the issue of
11 the guardian ad litem's continued involvement
12 or removal. And I'm well aware that we are not
13 yet concluded in even the mother's presentation
14 of the case in chief regarding her motion
15 seeking to remove the guardian, nor have I
16 gotten to hear word one of the father's case in
17 chief in opposition to that request.

18 It's also clear as a result of that, the
19 possibility of completing this hearing this
20 afternoon is virtually impossible unless there
21 has been something that has changed while I've
22 been out of the room. So I will ask that
23 question. Any resolution or agreement that
24 happened to have been reached as to address
25 issues here today?

1 MS. KELLY: No, Your Honor.

2 MS. HEPTNER: No, but I will announce that
3 my client would like to withdraw her motion to
4 withdraw.

5 THE COURT: It's considered withdrawn.

6 Ms. Kelly, in your opening, you made
7 reference to a case that you provided the title
8 to but did not give the citation. Do you have
9 that citation?

10 MS. KELLY: Yes, Your Honor. It is 683.

11 THE COURT: 683.

12 MS. KELLY: So.2d 629.

13 THE COURT: 629.

14 MS. KELLY: Yes, sir.

15 THE COURT: And so that I know, was there
16 any additional case law authority or other
17 authorities you anticipated relying upon in
18 furtherance of your client's motion?

19 MS. KELLY: No other case law other than
20 that provided by counsel.

21 THE COURT: And, Mr. Mockler, which were
22 those cases, sir?

23 MR. MOCKLER: I have a large number of
24 cases.

25 THE COURT: Okay. Let me get to where I

1 can make a note of that, sir.

2 Okay. Yes, sir.

3 MR. MOCKLER: I ask the Court to take
4 judicial notice of the mediator rules.

5 THE COURT: That was already done and the
6 parties voiced no objection. The only thing
7 that didn't happen was the Court didn't have an
8 opportunity to announce that I would do so. So
9 I will take judicial notice of the rules you
10 referenced earlier.

11 MR. MOCKLER: I would also like the Court
12 to take judicial notice of the Mediator
13 Qualification Advisory Panel for the Florida
14 Supreme Court opinion, that's MQAP opinion
15 97-002. Those are the corollary, like Florida
16 Bar opinions.

17 THE COURT: Just so I know, have you
18 provided a copy of that -- I don't know how we
19 pronounce MQAP opinions.

20 MR. MOCKLER: MQAP.

21 THE COURT: That's what I'm going to go
22 with this afternoon, but have you provided a
23 copy of that opinion to either of the other
24 attorneys?

25 MR. MOCKLER: Let me do that immediately.

1 THE COURT: Thank you.

2 MR. MOCKLER: And then I have some case
3 law.

4 THE COURT: Ready for the case citations,
5 sir.

6 MR. MOCKLER: The most important case,
7 obviously the Court's aware, is Bouchard, which
8 I'll point out it's a Second DCA case. And
9 Bouchard tells us that the Court should look
10 to -- it says, while it's not identical, the
11 Court should look for the standard for attorney
12 disqualification.

13 THE COURT: Counsel, you're familiar with
14 the line of cases that he's referring to?

15 MS. KELLY: I am, Your Honor.

16 THE COURT: So for purposes of the record,
17 the Court will acknowledge three cases
18 essentially in this area dealing with potential
19 removal of an agreed-upon guardian ad litem
20 stem first from the Fifth DCA case of O'Neill
21 v. O'Neill, O, apostrophe, N-E-I-L-L. The case
22 citation is 813 So.2d 448, Florida Fifth DCA
23 case from 2002.

24 That was amongst those cited in the
25 Bouchard case that Mr. Mockler was referencing,

1 B-O-U-C-H-A-R-D versus the same name, a
2 Second DCA case issued in July of 2020. The
3 case citation is 300 So.3d 344.

4 This Court is familiar with those because
5 they were opinions that I relied upon in a
6 different action that was also taken up and had
7 an opinion rendered in December of this past
8 year in Hopf, H-O-P-F, v. Kaszuba,
9 K-A-S-Z-U-B-A, case citation 376 So.3d 105.

10 And so I would anticipate those also
11 coming into play for the consideration for
12 today, so I will fully concede that action did
13 not involve one that had some of the issues
14 raised in this one as to the guardian ad litem
15 having served in different roles prior to her
16 appointment in this case.

17 So if there are other authorities folks
18 have specific on those or any other case law or
19 authorities that any of the three parties
20 intended to rely upon in resolving the
21 quandary, that's why the Court is soliciting
22 the information.

23 MR. MOCKLER: I have additional ones.

24 THE COURT: Mr. Mockler.

25 MR. MOCKLER: Furman, F-U-R-M-A-N,

1 233 So.3d 1280. That's a Second DCA case,
2 2018, that disqualification or removals an
3 extraordinary remedy that must be sparingly.

4 I'd also like to rely on a Strawcutter,
5 spelled exactly like it sounds, Straw --

6 THE COURT: Is that one word or two?

7 MR. MOCKLER: One.

8 THE COURT: Thank you.

9 MR. MOCKLER: Strawcutter, 101 So.3d 417,
10 which is that motions to remove or disqualify
11 must be viewed with skepticism because they're
12 often interposed for tactical or harassing
13 reasons rather than improper purpose.

14 THE COURT: And you gave the cite, but
15 where was that from, sir?

16 MR. MOCKLER: Strawcutter's a Fifth DCA,
17 2012.

18 THE COURT: Thank you, sir. Any others?

19 MR. MOCKLER: Yes. There's a lengthy
20 string cite of cases I have literally from
21 every DCA saying the same thing, so --

22 THE COURT: Are they cumulative to those
23 points, or do they argue --

24 MR. MOCKLER: They are cumulative.

25 THE COURT: Then we'll leave it alone for

1 that.

2 MR. MOCKLER: Um.

3 THE COURT: Go ahead.

4 MR. MOCKLER: There's a lot of cases,
5 including Bon Secours, B-O-N, separate word,
6 S-E-C-O-U-R-S, which states have some material
7 injury to the party to lose the guardian or
8 their counsel, Bouchard pulls that together,
9 and that disqualification strikes at the heart
10 of a party's right, in this case a child's
11 right, to have a guardian ad litem.

12 And want to cite for that In Re Doe,
13 capital D-O-E, 948 So.2d 30, which is a
14 First District case from 2006.

15 THE COURT: Okay.

16 MR. MOCKLER: And Anderson Trucking talks
17 about the need for the Court to balance the
18 extreme hardship with -- and the time that's
19 lost and the injury to, in this case, the
20 child. It's Anderson Trucking, 884 So.2d --

21 THE COURT: Just waiting to finish that
22 citation, sir.

23 MR. MOCKLER: I cite it at 1049.

24 THE COURT: Was that it?

25 Mr. Mockler, any others?

1 MR. MOCKLER: Yes, sir. I have two
2 things. The egregious conduct standard, I have
3 two cases that tell the Court or advise what
4 egregious conduct means. In the Second DCA
5 case from 2003 called In Re C-V-T, that's the
6 letter C, the letter V, the letter T,
7 843 So.2d 366. It's a dependency case and says
8 egregious conduct means conduct that is
9 deplorable, flagrant, and outrageous by a
10 normal standard.

11 Also, a whole series of Florida Bar cases
12 talk about what egregious conduct means.
13 Florida Supreme Court, I'll cite you just one
14 of those, which is the Tobkin, T-O-B-K-I-N,
15 case, 944 So.2d 219, which says egregious
16 conduct is contumacious and willfully
17 disobedient that has caused substantial
18 prejudice.

19 So those are two -- those last two are two
20 cases that tell the Court what the words
21 egregious misconduct might mean in different
22 contexts as it's been interpreted by the
23 Florida Supreme Court.

24 THE COURT: Okay. Ms. Heptner, any case
25 law authority you wanted the Court to be

1 considering?

2 MS. HEPTNER: I just would have told you
3 the Bouchard, O'Neill, and -- case.

4 THE COURT: Okay.

5 MS. HEPTNER: So I do not have any
6 additional case law.

7 THE COURT: All right. So we are in the
8 midst of this hearing, and we have nine minutes
9 left in our scheduled time for today. Upon the
10 Court's own motion, we are continuing this
11 hearing, and we're going to pick it up at
12 9 a.m. on Wednesday morning when we were
13 already slated to be together and when we are
14 going to be dealing with the temporary relief
15 issues.

16 The Court recognizes that this is likely
17 going to result in a need to entirely
18 reschedule the injunction, return hearings, and
19 related cases, and we will coordinate and
20 calendar that on Wednesday when we are there.

21 I will also point out that I'm aware that
22 at present we had previously, I believe,
23 coordinated or attempt to try to get scheduled
24 the nonjury trial for three days in April. I
25 don't know if that pace is going to stay on

1 with the number of continuances that have been
2 addressed of these intervening issues and the
3 related matters. So we will likely deal with
4 some generalized case management of everything
5 on Wednesday in order to set this on a more
6 complete and firm path.

7 I will direct counsel to have whatever
8 discussions they can between now and then, and
9 I will even permit if it's a situation where I
10 know that Ms. Kelly had been covering this
11 afternoon the Mr. Glaros had not been
12 available, appointment had been made when we
13 coordinated and set these matters for hearing
14 today. Whereas Mr. Glaros has been available
15 for only the discrete 30-minute hearing we
16 otherwise had, at one point, had on the books
17 for some other matter earlier today that never
18 got noticed, so it was taken off and folks were
19 able to notice things for here.

20 And my understanding is that Mr. Glaros is
21 is in fact going to be there for Wednesday to
22 address, which should help candidly address any
23 of Ms. Goetz's concerns as to Ms. Kelly's
24 familiarity with the case and otherwise, so
25 that there are no prejudices afforded to either

1 party as this matter's considered.

2 But, ma'am, I fully expect you'll likely
3 be retaking the stand to continue direct
4 examination on Wednesday, and the Court will
5 permit if that ends up being with Mr. Glaros
6 taking over the inquiry at that point in time
7 even though it's a transition midstream from
8 one counsel to another, which I recognize is
9 not typically how things work.

10 But I think if we push forward here this
11 afternoon, it only potentially puts folks where
12 you're both feeling like your requests are not
13 adequately being heard or addressed, and I
14 don't want the apple to upset the cart or the
15 tail wag the dog in these proceedings.

16 I don't know of any specific authority
17 that addresses the issue of party having served
18 in a prior role. I can understand at this
19 point in time the concerns from both sides,
20 particularly in light of there being an interim
21 report that has been rendered, a final report
22 that has not yet been rendered, and the fact
23 that we have -- at this moment, everybody had
24 the expectation that we're having a final
25 hearing in just under two months from now.

1 And I have been quite clear to the parties
2 all along, this is a very stressful process to
3 them, we don't do trial by ambush. You're each
4 getting to know fully what is there and vetted
5 out.

6 I'm also aware that you all were hoping to
7 have the injunction issues resolved prior to
8 the final hearing in this case in an effort to
9 hopefully include that information, testimony,
10 evidence in the final hearing itself without
11 having to duplicate it such that you
12 anticipated you'd otherwise be able to get
13 through things in three days. And if those
14 were in fact ultimately combined to a singular
15 hearing or addressed on a temporaneous basis,
16 it's quite likely we would need more time than
17 that.

18 So I'm going to use the time between now
19 and Wednesday to review the case law and
20 authority that the parties have provided or
21 referenced here today so I can be fully
22 familiar with that. If there's any additional
23 authorities that a party has that they come up
24 with, I expect you will share those similarly
25 on Wednesday.

1 Yes, Mr. Mockler?

2 MR. MOCKLER: I have a short five-page
3 memo on this issue.

4 THE COURT: You are welcome to share it
5 with the Court and with the opposing counsel.
6 The Court would appreciate the benefit from all
7 sides. And should Ms. Kelly or Mr. Glaros want
8 to do a similar type of responsive thing, they
9 are welcome to do so. Just know that since
10 we've got this picking up Wednesday at 9 a.m.,
11 if you're wanting me to be able to read it
12 prior to that hearing, you'll need to
13 definitely get that to me by Tuesday at 9 a.m.
14 because, otherwise, I can't guarantee you
15 sufficient time to have read it and digested
16 the information before. I'm not saying you
17 have to do, but if you feel like you -- there
18 is or it's worth your time and energy, feel
19 free. That way get the best from both things.

20 All right. I know you have a question.
21 Ask it of your attorney, ma'am, and then we'll
22 find out if I need to hear it.

23 MS. KELLY: Your Honor, first, I'm not
24 sure whose device this is. It looks like it's
25 a recording device. And it's --

1 THE COURT: I believe the recording
2 devices on both tables and the bench are that
3 of the court reporter to enable him to make
4 sure he has the most accurate record should he
5 be called to make a transcript.

6 THE COURT REPORTER: That's correct,
7 Your Honor.

8 MS. KELLY: Second issue, in your absence
9 from the bench, opposing counsel has
10 consistently conferred with the guardian and
11 her attorney, and it leads my client to believe
12 this is all an effort to alarm her that that
13 she has no faith in the system because of the
14 continued communications in your absence.

15 THE COURT: Well, I will tell Ms. Goetz
16 that it's fairly common for parties and counsel
17 to have discussions when the Court's not in the
18 room. Oftentimes, folks actually have
19 discussions, reach agreements, figure pathways
20 on, and there's nothing untoward about that.

21 If there was a suggestion of somebody
22 somehow counseling or soliciting testimony,
23 that becomes a different inquiry along the way.
24 If those are things, I'm certain that they'll
25 be raised and addressed. You have counsel that

1 knows how and can do those things.

2 But for the moment, everybody gets
3 stressed when they're dealing with family law
4 proceedings to all different levels. I can't
5 promise anybody that you are going to feel one
6 way or another when the case is progressing.
7 In fact, I fairly routinely remind folks at the
8 end of the day, that whenever the Court is
9 called upon to make a ruling in a case, one
10 side typically does not like the result and
11 feels that it was somehow unfair, either in
12 result or process.

13 And it's not the Court's responsibility to
14 address how you feel in the process. My job
15 was to make sure that the law and rules are
16 followed so that the process is fair. And then
17 in these cases, particularly family law
18 related, the paramount consideration of the
19 Court is always the best interest of the minor
20 child.

21 One of the things I frequently remind
22 folks when you are dealing with a guardian ad
23 litem is they are not a super witness. They
24 don't carry any extraordinary weight one way,
25 shape, or form or another upon what the Court's

1 ultimate determination is of what's in the
2 child's best interest if the parties are unable
3 to agree.

4 They're oftentimes useful because they are
5 supposed to be -- and I'm not asserting that
6 somehow you're not in this, though I know
7 that's the question at bar at the moment -- a
8 neutral third party that gets the opportunity
9 to serve as an investigator of these things and
10 actually report their findings and stuff back
11 to the parties, and recommendations before
12 they're presented to the Court at any formal
13 hearing to make some ruling on issues.

14 But the Court doesn't advocate its
15 decision-making authority for the guardian ad
16 litem any more than it would to any other
17 person. In fact, it would be whole scale error
18 of law for the Court to do so.

19 There are times where the Court agrees
20 with recommendations of a guardian ad litem or
21 a social investigator or mental health
22 professional. There are times the Court says,
23 "I don't see it that way," or "I can't do
24 that," or "I overlooked this," or "no, I would
25 have weighed this entirely differently."

1 So to the chagrin of some folks, there are
2 times the Court goes along with the guardian
3 and there are also times where the Court goes
4 in a completely different direction.

5 I will not know what the result will be
6 from the hearing what will ultimately happen in
7 front of me from a final determination until I
8 get to hear the actual evidence that's
9 presented that day.

10 With our hearing on Wednesday that's
11 addressing the temporary relief requests, you
12 have a Band-Aid magnet in place right now. And
13 temporary rulings, particularly on timesharing,
14 are always subject for reconsideration of the
15 Court without demonstration of a substantial
16 change in circumstances, just as the case
17 progresses and evidence progresses, and things
18 happen.

19 That's because we are trying to
20 essentially make sure everybody knows what's
21 expected of them while the case is progressing
22 forward and bear without prejudice as to what
23 an ultimate determination or outcome will be.

24 So in terms of what your final ruling will
25 be at the end of the day, as the person who at

1 the moment would be called upon to make that
2 decision if the parents can't come to some
3 accord and the guardian ad litem be on board
4 with it, I fully concede you I have no idea
5 what's in your son's best interest for a
6 long-term final conclusion. I cannot possibly
7 project, speculate, guess what it is that each
8 of you would ultimately show at a final
9 hearing, how folks will appear, what witnesses
10 will be credible or not credible, what
11 testimony will be bolstered or impeached. All
12 of that remains.

13 That's one of the reasons, and I will
14 point this out because it was a material issue
15 in the Hopf case particularly of the ones that
16 were mentioned earlier, is in that particular
17 case, and even full disclosure that you would
18 understand if you read the opinion, Ms. Heptner
19 is actually the guardian in that case. Okay.

20 And the guardian had issued, I think,
21 somewhere around seven different reports.
22 We're still not to a final hearing in that
23 case. And I have no idea what the result of
24 that case will be until I get to have a final
25 hearing.

1 The purpose of notice provisions and
2 things like that and what a guardian's reports
3 show is so that you can develop your respective
4 cases if you're trying to persuade the Court
5 that more or less weight should be afforded to
6 those recommendations at the end of the day.
7 That's your ability to develop your cases and
8 present those when they come in, whether or not
9 the guardian stays involved.

10 At the end of the day, the guardian is
11 truly just one more voice that the Court gets
12 to hear from. Generally speaking, the reason
13 why they are useful in the most is because they
14 have the opportunity to come out and actually
15 speak directly outside of the setting like this
16 with all the collaterals that you would want to
17 have somebody look into and vet things out to
18 actually meet and see and spend time with your
19 son. I don't do that.

20 Sure, there are individual cases where
21 parties make a request under Rule 12.407 for
22 the Court to be able to interview a child for
23 certain things. But then the Court has to make
24 separate determinations that child's of
25 sufficient age, maturity, intelligence,

1 understanding, ability to express an
2 independent preference or otherwise;
3 separately, voir dire of that child will
4 determine if they are in fact a competent
5 witness, and if allowing them to testify in any
6 some way, shape, or form is ultimately in their
7 best interest or be harmful.

8 Levi's kind of young, and hopefully he's
9 getting to enjoy being a child as opposed to
10 being drawn into the grown-up world. That's
11 the things that a guardian can often use
12 because they can say things the child may say
13 or want whether or not the guardian agrees or
14 whether or not the guardian believes that's in
15 the child's best interest. But at this point,
16 we're still in the midst of things. We're
17 froze.

18 Madam Guardian, remind me because I do not
19 recall off the top of my head, had the Court
20 yet imposed a firm deadline for when your final
21 report is required to be rendered?

22 MS. GEORGE: Yes, Your Honor, you did. I
23 believe it was February 29th, if I recall.
24 Yeah.

25 THE COURT: Kind of challenging for that.

1 So I will tell you by way of case management,
2 that will likely be something I'll want to have
3 some discussion about on Wednesday because I
4 don't know how much that investigation has been
5 proceeding forward while these motions have
6 been appended or if things have been stagnant
7 or otherwise.

8 So I expect all three parties to have some
9 discussions and input on that matter because,
10 again, I don't want things to be prejudicial to
11 any way, shape, or form the ability of the
12 parties to put on their case.

13 Any questions for the Court before we call
14 it a day and pick things back up Wednesday?

15 I'll go in reverse order. Ms. Heptner?

16 MS. HEPTNER: I have clarification
17 purposes. First things first, on Wednesday,
18 February 28th, at nine o'clock a.m., we will
19 take up with the continuation of the hearing
20 that was scheduled today. And then thereafter,
21 we're going to go into all the rest of the
22 motions that were already scheduled, including
23 having a case management conference?

24 THE COURT: Correct.

25 MS. HEPTNER: Okay.

1 THE COURT: Which have to do with the
2 family law case, because those dealt with
3 essentially competing, temporary issues. I
4 believe one was a motion for enforcement or
5 contempt, the other was a motion for the Court
6 to temporarily suspend the timesharing or
7 modify the timesharing.

8 And so in terms of a building block
9 concept, right, I clearly have to address the
10 threshold consideration of if the guardian's
11 removed, right, or if she stays in before I can
12 then know is she available then as a witness to
13 participate even in the temporary relief,
14 hearing competing requests that flow in at that
15 point.

16 And I obviously need to do some case
17 management for the reasons you've heard me
18 express here today. And based upon the
19 progress of this case this afternoon, in
20 addition to prior hearings, I think we can all
21 acknowledge this case has not moved along at
22 the fastest pace and each have hearings, and
23 oftentimes, you need more time than had been
24 anticipated to complete it so that everybody
25 gets to have their day in court.

1 And so it's tremendously unlikely we'll
2 have meaningful time to address the return
3 hearing on both the injunctions and scheduled
4 because I think it was kind of questionable
5 that we would complete it within that one day
6 as it was with counsel. And I would rather
7 make sure that everybody gets their opportunity
8 to be heard fully on those matters.

9 So, yes, we're going to deal with case
10 management before we lay into the injunction
11 returned because what I don't want to have
12 happen is let's work our way through this
13 issue, work our way through the temporary
14 relief issues, and suddenly, at three o'clock
15 in the afternoon, be ready to start on
16 injunctions.

17 Because while I might be willing to
18 torture myself and stay here till
19 eleven o'clock at night in order to hopefully
20 get through things on a whim, I don't know that
21 that's fair or meaningful for the parties
22 themselves to best present their cases and
23 evidence because being in court's a stressful
24 enough experience as to what it is. So we will
25 make sure that all of that is properly managed

1 to stay on path.

2 Okay. Any other questions, Ms. Heptner?

3 MS. HEPTNER: I just wanted to make clear
4 that I anticipate I will be necessary for the
5 continuation of this hearing, but I don't see
6 that I will be playing a part in their mother's
7 emergency motion on modifying temporary
8 timesharing, that the guardian will be here. I
9 don't see that my presence will be for those
10 hearings that were previously scheduled.

11 THE COURT: So does the guardian need to
12 be here? Absolutely. Your presence at the
13 moment, to my understanding, is at the request
14 of your client. Paragraph 6 of the stipulated
15 order that appointed your client has some
16 question as to the need for you to be here at
17 all.

18 And I say that because paragraph 6 is a
19 stipulated order that appointed Ms. George as
20 the guardian ad litem in this case,
21 specifically provided in the last half of
22 the -- or the last few sentences as, "This
23 guardian ad litem is a licensed attorney in
24 good standing with the Florida Bar. The
25 parties waive any requirement that the guardian

1 must question witnesses, conducted discovery,
2 or otherwise address the Court through a
3 separate attorney representing the guardian."

4 So you are obviously welcome to be here to
5 the extent your client has retained you to do
6 so, but how long you are being here on those
7 other things is a matter between you and
8 Ms. George.

9 MS. HEPTNER: Thank you very much. Just
10 getting that clearer.

11 THE COURT: Mr. Mockler.

12 MR. MOCKLER: Hi.

13 THE COURT: Any questions for the Court,
14 sir?

15 MR. MOCKLER: No. I question openly
16 whether it's a guardian can act as an attorney
17 and a witness in the same hearing, because I
18 believe there's a Florida Bar rule directly
19 against that, where you're acting as the
20 attorney and as -- and she's not an attorney
21 and the -- you know, so the waiver, I'm not
22 sure is really --

23 THE COURT: Mr. Mockler, were I sitting in
24 the second branch of government and those
25 responsible for the presence of the drafting of

1 those portions of 61, I'll call it the 400
2 series, that would be an entirely different
3 discussion, and I will not speak as to the
4 wisdom or not as to the parties' stipulated
5 order of appointment that was remitted and
6 entered by the Court.

7 I merely pointed that out from that
8 paragraph because I did not know how otherwise
9 Ms. Heptner could be compelled to be present
10 where the parties that have had that prior
11 stipulation. They could raise some other
12 issues that are not present at today's hearing,
13 but I'll leave that be.

14 Any other questions from your end,
15 Ms. Kelly?

16 MS. KELLY: Yes, Your Honor. It's my
17 understanding that the parties have witnesses
18 subpoenaed for Wednesday. I'm not -- and some
19 of them, perhaps, wouldn't be able to attend
20 if -- given that it sounds like this may be
21 pushed way back.

22 THE COURT: I don't know way back, and are
23 you referring to witnesses subpoenaed for the
24 injunction hearing --

25 MS. KELLY: Yes, Your Honor.

1 THE COURT: -- or for --

2 MS. KELLY: For the injunction.

3 THE COURT: So typically, this is
4 something I would encourage counsel to confer
5 and cooperate in to try to make the lives of
6 nonparties to this case less inconvenienced.
7 Right. For lack of a better word, you all have
8 chosen to be here because you have filed your
9 respective cases before the Court to have the
10 Court resolve your challenges.

11 In terms of nonparty witnesses, they are
12 typically beholden to a subpoena that requires
13 them to appear or face consequences. So given
14 that at the moment we have this continued
15 hearing and the competing temporary relief
16 hearings, at a bare minimum, absence some
17 agreement being reached between the parties
18 that resolves some of those concerns, I don't
19 see how we get started with the injunctions
20 before after lunch tomorrow, around one o'clock
21 or so.

22 I could be entirely wrong, but I think
23 it's fair for you to anticipate if you had
24 witnesses anticipated being here at 9 a.m. in
25 the morning trying to coordinate an appropriate

1 time for them to be here. Otherwise, we're to
2 arrange for them to be afforded notice as to
3 when they need to be down, and I think those
4 are the types of things that would be fair for
5 each of you to raise by way of case management
6 or even at preliminary issues when we reconvene
7 on Wednesday, if you've not been able to
8 resolve them.

9 Any other questions, Ms. Kelly?

10 MS. KELLY: Yes. Based on your practice
11 preferences, Your Honor, I think you require
12 exchange of exhibits five days in advance. And
13 I think the parties, Mr. Mocker and Mr. Glaros,
14 have come to an agreement that they would
15 exchange on Monday. And I guess the question
16 is, as it relates to domestic violence, is that
17 exchange required at all given it's a domestic
18 violence case? On the --

19 THE COURT: Well as a matter of law, I
20 don't know that there's really any difference
21 in the handling of an injunction case versus
22 any other. The whole point of those is to make
23 sure that neither side is having trial by
24 ambush. There's generally more accelerated
25 pace there, but even with regards to my online

1 published practice preferences, and I'll be the
2 first to concede mine are fully out of date
3 because I believe my latest published ones were
4 still from back in phase 2 of COVID, I have the
5 revisions to those current being circulated in
6 hopes that they'll be finally published at the
7 end of this month to bring current. However,
8 they do not override if counsel for the parties
9 reach some agreement as to how they are doing
10 things to be able to present their case.

11 So particularly where here you've got a
12 kind of accelerated schedule, if counsel have
13 agreed we're going to exchange these things on
14 Monday in advance and that works for both of
15 them, I'm fine with that. You know, I just
16 don't want either of you having a trial by
17 ambush situation.

18 So any other questions, Ms. Kelly?

19 MS. KELLY: No, sir.

20 THE COURT: All right. Then, for the
21 parties, that will conclude this afternoon's
22 hearing, and I will ask counsel to stick around
23 briefly afterwards.

24 So parties are welcome to gather up their
25 things. If the lawyers need to speak with

1 their attorneys afterwards or furtherance,
2 that's fine. You may even wait out in the
3 hall. If the parties themselves need to be
4 kept separate on there, I'll have the deputies
5 direct where you should be to stay, so there's
6 not concerns from there, and then I will just
7 want to meet with the attorneys very briefly,
8 probably less than five minutes, and then you
9 will be able to head out for the afternoon.

10 Mr. Court Reporter, you are welcome to
11 call it a day there, sir.

12 THE COURT REPORTER: Thank you,
13 Your Honor.

14 (Proceedings concluded at 4:45 p.m. EST.)

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1 CERTIFICATE OF TRANSCRIBER

2 STATE OF FLORIDA)

3 COUNTY OF PINELLAS)

4
5 I, Hallie L. Moran, CVR, CER, CET, for
6 Maxa Enterprises, Inc.:

7 DO HEREBY CERTIFY that the foregoing
8 transcript pages 1 through 138, inclusive,
9 constitute a true and correct copy of the
10 proceedings (transcribed to the best of my
11 ability).

12
13 I FURTHER CERTIFY I am neither an attorney
14 or counsel of any of the parties hereto, nor a
15 relative or employee of any attorney or counsel
16 employed by the parties hereto, nor financially
17 interested in the event of said cause.

18
19 Dated this 27th day of February, 2024.

20
21 
22

23 Hallie L. Moran CVR, CER, CET
24 Maxa Enterprises, Inc.
25

\$	2021 57:4	4:45 138:14	ability 127:7 128:1 129:11
\$100 7:25	2022 37:6 62:17	4th 53:5	absence 122:8,14 135:16
\$4,587.75 37:1 62:5	2023 26:6 46:5 90:5 100:7,9 102:2	5	absolutely 8:12 99:18 132:12
\$4500 14:10 17:17 34:13, 17,24 68:12 70:2,8 73:12, 23 74:7	2024 36:10	50/50 18:1	accelerated 136:24 137:12
1	20th 23:19 26:6	5th 92:25	accept 65:12,16
1 37:10 38:6,8 61:23	21st 90:13,14	6	acceptance 17:7
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Louise Goetz on 2/18/2022 at 6:05:16 PM said:

But he does always want me to feed him

Louise Goetz on 2/18/2022 at 6:05:30 PM said:

He will eat anything but he wants it shoveled in for him

👁 Jim Granger viewed this subject on 2/18/2022 at 6:05:31 PM

Louise Goetz on 2/18/2022 at 6:05:36 PM said:

He loves macaroni

👁 Jim Granger viewed this subject on 2/18/2022 at 6:05:38 PM

Louise Goetz on 2/18/2022 at 6:07:45 PM said:

We've been making this

Attached Files:  EEBCB384-8F0D-4866-BB10-BC7876D2A2F4.jpeg (182.31 KB)

Louise Goetz on 2/18/2022 at 6:07:56 PM said:

Tons of nutrients.

Louise Goetz on 2/18/2022 at 6:08:00 PM said:

And he loves it

👁 Jim Granger viewed this subject on 2/18/2022 at 6:16:24 PM

Jim Granger on 2/18/2022 at 6:16:24 PM said:

We tried. I just do t think he's hungry

📎 Jim Granger downloaded [EEBCB384-8F0D-4866-BB10-BC7876D2A2F4.jpeg] on 2/18/2022 at 6:16:36 PM

Jim Granger on 2/18/2022 at 6:16:52 PM said:

Wow! That's looks great

Jim Granger on 2/18/2022 at 6:17:05 PM said:

Your a wonderful mom and cook

👁 Louise Goetz viewed this subject on 2/18/2022 at 6:17:11 PM

Jim Granger on 2/18/2022 at 6:17:22 PM said:

We just had some sushi from Publix and it was pretty dang good

👁 Louise Goetz viewed this subject on 2/18/2022 at 6:17:25 PM



Payment Receipt from George & French for \$4,587.75

From: George & French (receipts@lawpay.com)

To: jlgreasy2003@yahoo.com

Date: Tuesday, January 25, 2022 at 04:39 PM EST

Payment Receipt

\$4,587.75

George & French
 1177 Main Street
 Suite A
 Dunedin, Florida 34698
 (727) 734-1010

Received In Evidence
 Party: KTS
 Exhibit # 1

FEB 23 2024

Frederick L. Pollack
 Circuit Court Judge

Account Holder
 Eric B. Granger
 7826 Roundelay Drive
 New Port Richey, Florida 34654

Payment Summary

Account:	Trust	Amount Paid:	\$4,587.75
Invoice Number:	Jim Granger - Retainer LMF	Payment Method:	VISA
Amount:	4,500	Card Number:	[REDACTED]
Service Fee:	87.75	Entry Mode:	Manual
		Auth Code:	025536
		Payment Date:	January 25, 2022 04:39 pm
		Transaction Id:	58328762

Signature

By signing above, I confirm that I am an authorized user of the card being used for this transaction and understand and agree to the terms and conditions of this payment. I also agree to pay, and specifically authorize to charge my credit card for the services provided. I further agree that in the event my credit card becomes invalid, I will provide a new valid credit card upon request, to be charged for the payment of any outstanding balances owed.


www.firmaritalaw.com
kathy@firmaritalaw.com

STATE OF FLORIDA-PINELLAS COUNTY

I hereby certify that the foregoing is
 a true copy as the same appears among
 the files and records of this court

This copy of _____

12 Mar 25
 KEN BURKE
 Clerk of Circuit Court

Case No: 2023-000309-FD

Party: Respondent

Admitted: ☒

Date: 02/23/2024

Case Style: Granger v. Goetz

Exhibit No.: 1

Excluded:

Judge's Initials:

From: **Jim Granger** jlgreasy2003@yahoo.com
Subject: **Retainer agreement.**
Date: **Nov 6, 2025 at 12:21:26 PM**
To: **lulu.goetz.7@gmail.com**



**George & French - Retainer
Agreement - signed 2.pdf**
229 KB

Sent from my iPhone

RETAINER CONTRACT

HOURLY FEES

This Retainer Contract entered into on the 26th day of January 2022, between George & French, attorneys at law, of the City of Dunedin, Florida, and James Granger, "CLIENT".

1. **EMPLOYMENT:** I, CLIENT, hereby retain George & French, attorneys at law, to represent me with respect to handle the Temporary Custody by Extended Family action wherein I am one party. I authorize you to do and perform all acts on my part which are necessary and appropriate in this representation. I understand that this agreement covers legal representation only through trial or final hearing and final judgment. This agreement does not create an obligation for representation of CLIENT by George & French, attorneys at law, for appeals, motion for new trial, petition for modification of any final judgment, or any other post-judgment proceeding.

2. **ENTIRE FIRM:** I understand that by retaining George & French, attorneys at law, to represent me, I am retaining the entire firm. I also understand that work on my case will be handled by members of the firm as necessary to prosecute my case, including any or all attorneys, law clerks and legal assistants associated with or employed by George & French, attorneys at law,

3. **ATTORNEY FEES ARE BILLED HOURLY AGAINST INITIAL RETAINER:**

A. I agree to pay you a minimum of \$4,000.00 as a non-refundable hourly retainer fee for representation, which is earned upon receipt. Once the retainer is depleted to \$500.00 then an additional retainer of original retainer amount above shall be replenished. **I realize this non-refundable retainer fee is only a minimum fee and that an additional fee may be charged.** THIS CONTRACT IS NOT A FLAT FEE RETAINER. I realize I am being charged for George & French, attorneys at law's time spent on my case, including time spent for conferences, telephone calls, emails, drafting of documents, negotiations, legal research, court time, and travel to and from locations from your office. I also understand that the minimum amount of time charged is 0.1 hour.

TELEPHONE CALLS AND TEXT MESSAGES ORIGINALLY INITIATED BY THE CLIENT TO THE ATTORNEY'S HOME OR CELL PHONE SHALL BE CHARGED AT THE MINIMUM TIME OF 0.3 HOURS.

B. If and when it becomes apparent that the above amount for fees or expenses will be expended under this Agreement, an additional sum to be set by George & French, attorneys at law, will be deposited by CLIENT.

C. **BILLS ARE PAYABLE UPON RECEIPT.** Failure to pay within fifteen (15) days shall be grounds for George & French, attorneys at law, to keep all funds received for legal services, cease further legal work, and withdraw from the case. Fees not paid within fifteen (15) days shall bear interest at the rate of 1.5% per month, or the maximum allowed by Florida Law.

D. George & French, attorneys at law, has the right to cease legal work and keep all funds received for legal services if CLIENT does not make additional deposits as requested by George & French, attorneys at law, George & French, attorneys at law, reserves the right to raise the hourly rate for attorneys, law clerk, and/or legal assistant, at its sole discretion, upon the expiration of six (6) months after entering into this agreement.

E. I fully understand that as to that portion of my fee based on an hourly rate, the hourly rate which I am obligating myself for is \$400.00 per hour for Kathy C. George, Esq.; \$350.00 per hour for Lindsey M. French, Esq.; \$275.00 per hour for Kesi. St. Louis, Esq.; and \$150.00 per hour for law clerk time and

paralegal; and \$150.00 per hour for legal assistant time, if applicable.

F. I fully understand that it is impossible at the time of execution of this agreement to determine the total amount of attorney's fees in the event an issue is contested in this matter.

4. **EXPENSES:** I also agree to pay a cost deposit in the minimum amount of "500.00." George & French, attorneys at law, is authorized to pay or incur liability for all expenses, including but not limited to long distance telephone calls, facsimile transmittals and receipts, postage, photocopies, out of town travel expenses, court reporter expenses (including cost of transcript and court reporter's fee for attendance), court costs (such as filing fees, service of process, newspaper publication, subpoena costs, witness fees, recording fees, etc.), computerized legal research, accounting and appraisal fees, and fees and expenses of other experts which George & French, attorneys at law, may deem necessary to assist in the preparation and trial of my case. Any unused costs shall be applied to the fees contained on the final time and billing statement.

5. **EXPERTS:** I authorize George & French, attorneys at law, at my expense, to retain the services of other experts or professionals should George & French, attorneys at law, consider them appropriate or necessary. These experts or professionals include, but are not limited to: accountants, appraisers, actuaries, physicians, psychologists, psychiatrists, attorneys and private investigators. I agree that all services of such experts shall be at my expense, paid by me immediately upon request. I also agree that these experts will not begin work until I have paid the required fees either to George & French, attorneys at law, or directly to the expert. I agree that George & French, attorneys at law, is not at fault if I fail to pay these fees, resulting in the expert's work being delayed or not completed on time.

6. **PAYMENT OF FEES AND COSTS:** I understand I will be billed periodically as to expenses and fully agree to pay said bill promptly upon receipt of same. I further agree that the entire amount of my entire attorney's fees and expenses are my personal responsibility. I agree to carefully read all billing statements and promptly notify George & French, attorneys at law, in writing, of any claimed errors or discrepancies, within fifteen (15) days from the date of statement. If I do not notify George & French in writing, it is presumed that I agree with the correctness, accuracy and fairness of the billing statement and waive any objections to the statement. In the event the bill is not paid promptly upon receipt, a charging lien, including a lien on homestead and other real property, my file, documents, or property in possession of George & French, attorneys at law, will arise in favor of George & French, attorneys at law, as allowed by Florida Law. George & French, attorneys at law, is authorized to withdraw any of my funds being held in trust and apply them to my fees and costs. I specifically waive any requirement that the entry of a charging lien is dependent upon recovery of funds or property in this matter. I consent to the entry of a charging lien for all monies owed to George & French, attorneys at law, including interest.

**THE ABOVE COST DEPOSIT AND RETAINER FEE EQUAL \$4,500.00
AND MUST BE PAID IN FULL PRIOR TO ANY SERVICES BEING PERFORMED.**

8. **TRIAL RETAINER:** If my case is not fully resolved by a written agreement with the opposing party(s) at least sixty (60) days prior to the date of a scheduled trial, I shall immediately deposit additional funds as a trial retainer, in an amount to be set by George & French, attorneys at law. That amount shall be commensurate with the amount anticipated by George & French, attorneys at law, as future fees and costs necessary to complete the trial.

8. **EMERGENCY ISSUES:** If emergency issues exist or arise after signing this agreement and are to be handled as an emergency by George & French, attorneys at law, I specifically agree and recognize that George & French, attorneys at law, will have to set aside other cases in order to attend to my emergency. I agree that all hourly rates for work related to any emergency will be billed at one and a half (1.5) times the normal rate.

9. **SALES TAX OR PAYMENT TO THE GOVERNMENT:** In the event that any sales, other tax, or other payment to any governmental body based on the amount of George & French, attorneys at law's fees or costs, is enacted after the date of this agreement, you will be responsible for the payment of those amounts.

10. **CANCELLATION FEES:** I understand that an amount of thirty (30) minutes will be charged and billed to CLIENT accounts for any scheduled appointments with an Attorney of the firm that are not cancelled more than twenty-four (24) hours before the scheduled appointment time.

11. **WITHDRAWAL:** I further agree that George & French, attorneys at law, shall have the right to withdraw from my case if I do not make payments required by this agreement; if I misrepresented or failed to disclose material facts to George & French, attorneys at law; or, if I fail to follow the advice of George & French, attorneys at law. In any of these events, I agree that I will execute such documents as will permit George & French, attorneys at law, to withdraw. If litigation is necessary for collection of fees owed to George & French, attorneys at law, I will pay all costs of collections, including reasonable attorney fees related to said collection.

12. **NO GUARANTEES:** I acknowledge that George & French, attorneys at law, has made no representations or guarantees concerning the outcome of my case. I acknowledge that any discussions regarding possible outcomes of my case with any person associated with or employed by George & French, attorneys at law, are only hypothetical in nature.

13. **REPRESENTATION:** I agree that the attorney-client relationship between George & French, attorneys at law, and me is concluded upon entry of a final judgment or the entry of any further orders required by the terms of the final judgment. George & French, attorneys at law, shall withdraw as my attorney at that time and this agreement constitutes my consent to its withdrawal. I understand any future work done on my behalf by George & French, attorneys at law, will require me to enter into a new written agreement with George & French, attorneys at law.

14. **COURT ORDER REGARDING FEES:** I understand that any fees and expenses that are awarded by the Court in my case are "on account" and do not affect, in any way, my obligations to George & French, attorneys at law, for attorney's fees and expenses. I also understand that the Court award does not in any way limit my responsibility for George & French, attorneys at law's fees or expenses and that my obligation is as set forth in this Agreement, regardless of any Court Order. In the event that costs and/or attorneys' fees are awarded by the court or included in a settlement and the costs and attorneys' fees are in excess of the amounts actually owed, it is specifically agreed that George & French, attorneys at law, will be entitled to recover all "reasonable" attorneys' fees which may include recovery of amounts in excess of what I am obligated to pay in connection with this contract if, and only if, such is paid by the opposing party.

15. **NO TAX, BANKRUPTCY, OR REAL ESTATE ADVICE:**

A. George & French, attorneys at law, will consult with a Certified Public Accountant (CPA) of my choosing for the purpose of the CPA giving me advice on the deductibility of my fees for income tax purposes. I understand that the lawyers of George & French, attorneys at law, are not tax attorneys and, therefore, all tax considerations and decisions must be made by my accountant or tax attorney and not by the attorneys of George & French, attorneys at law. This shall include any tax liability associated with disbursement or withdrawals from retirement or investment accounts or the entry of a Qualified Domestic Relations Order (QDRO).

B. George & French, attorneys at law, will consult with a Bankruptcy attorney of my choosing regarding the effects of any Bankruptcy proceeding. I acknowledge George & French, attorneys at law, does not represent persons or entities in Bankruptcy proceedings and that I have been advised to seek independent counsel regarding any questions I may have about Bankruptcy. I further understand there will be a delay in my case if I file for Bankruptcy due to the automatic stay mandated by the United States Bankruptcy Code.

C. George & French, attorneys at law, will consult with a Real Estate attorney of my choosing regarding the effects of any real estate matters that may arise during my case. I acknowledge George & French, attorneys at law, does not represent persons or entities in real estate matters and that I have been advised to seek independent counsel regarding any questions I may have about real estate matters or transactions.

16. **ELECTRONIC MAIL (E-MAIL) COMMUNICATIONS:** I hereby consent, authorize, and agree to George & French, attorneys at law, communicating with me via electronic mail (email) at the email address below. **THE CLIENT IS ADVISED THAT IF YOU DESIRE FOR THE COMMUNICATIONS TO BE MADE THROUGH THEIR WORK EMAIL ADDRESS, THAT THOSE EMAILS MAY BE DISCOVERABLE VIA A SUBPOENA BY THE OTHER SIDE AND THAT THEY ARE WAIVING ATTORNEY' CLIENT PRIVILEGE.**

17. **CONSENT TO DISCUSS CASE WITH OTHERS:** The case will not be discussed with third parties unless specific written/electronic consent is provided. The Client shall not post any reviews on any and all websites concerning George & French, Kathy C. George, Esq., Lindsey M. French, Esq. or Kesi St. Louis, Esq. In the event a post is placed on any website, this contract shall give the client's authorization to have it removed immediately. I understand George & French, attorneys at law, at its sole discretion, may choose not to discuss certain aspects of the matter with the above individuals to preserve any applicable privileges or confidentiality.

18. **CHANGE OF PERSONAL INFORMATION:** I understand it is my responsibility to immediately notify George & French, attorneys at law, *in writing* of any changes to my mailing address, electronic mail (e-mail) address, and telephone numbers. Failure to do so is an acquiescence in the waiver of privilege in the event communications are forwarded to the incorrect addresses and telephone numbers on file.

19. **FULL AGREEMENT:** I understand that this Retainer Contract constitutes the full agreement between George & French, attorneys at law, and CLIENT. Unless a separate written agreement exists at the time of execution of this Retainer Contract, this Retainer Contract supersedes any prior understandings or agreements, written or oral, I may have with George & French, attorneys at law, whether the subject matter of such understandings or agreements were covered in this Retainer Contract. There exist no representations or warranties other than those set forth herein.

20. **SEVERABILITY AND ENFORCEMENT:** If any portion of this Retainer Contract is held illegal, unenforceable, void, or voidable by any court, each of the remaining terms herein shall nevertheless remain in full force and effect as a separate contract. This Retainer Contract shall be deemed modified and amended to the extent necessary to render it valid and enforceable. Should George & French, attorneys at law, fail to enforce the terms and conditions of this Retainer Contract after any breach by CLIENT, said failure shall not preclude George & French, attorneys at law, from enforcing any or all terms and conditions of this Retainer Contract upon any concurrent or future breach by CLIENT.

21. **GOVERNING LAW, JURISDICTION AND VENUE:** This Retainer Contract shall be governed by the laws of the State of Florida as they exist on the date of execution of this Retainer Contract. The jurisdiction and venue for any proceedings related to enforcement of this Retainer Contract or other disputes arising from this Retainer Contract shall be Pinellas County, State of Florida.

22. **ACKNOWLEDGMENT AND CONSENT:** I have been given sufficient time to read this Retainer Contract and fully understand the terms herein. My signature below indicates that I have read and understand this agreement, have received a signed copy of this agreement for my records, and authorizes George & French, attorneys at law, to represent me according to the understanding set forth herein. I have had all questions about this agreement answered to my satisfaction. I am not under the influence of any substance or condition which could affect my understanding of the terms of this agreement. I am signing this agreement without coercion or duress, and freely and voluntarily assent to

its terms and accept its conditions obligations, and mutual agreements. I believe and acknowledge this agreement to be fair, just, and reasonable.

23. **JOINT LIABILITY:** If any person other than the party(s) to the above referenced matter signs this Retainer Contract, he or she shall be jointly and severally obligated under the terms and conditions of this Retainer Contract, including for payment of attorney fees and court costs. However, each person obligated under this contract acknowledges the Florida Bar Rules of Professional Conduct require George & French, attorneys at law, to proceed in this matter as instructed by the CLIENT party(s) alone, regardless of who makes payment for attorney fees, court costs, and/or other expenses.

24. **RECORD RETENTION AND DESTRUCTION:** At the conclusion of this matter, we will retain your digital legal files for a period of seven (7) years after we close our file. At the expiration of the seven-year period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying, and delivering such files.

DATED: Jan 26, 2022

 Jan 26, 2022 14:05 EST

Signature

Address:

204 3rd ave N safety harbor FL 34695

Email address: jlgreasy2003@yahoo.com

Telephone number: 727-424-8234

George & French, Attorneys at Law

BY: _____






George & French - Retainer Agreement

Final Audit Report

2022-01-26

Created:	2022-01-26
By:	Lindsey French (lindsey@flmaritallaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwUKWrLOgQK238YaVPjuRfhdFxJrD8lZ9

"George & French - Retainer Agreement" History

-  Document created by Lindsey French (lindsey@flmaritallaw.com)
2022-01-26 - 3:53:54 PM GMT- IP address: 107.144.48.70
-  Document emailed to Jim Granger (jlgreasy2003@yahoo.com) for signature
2022-01-26 - 4:01:44 PM GMT
-  Email viewed by Jim Granger (jlgreasy2003@yahoo.com)
2022-01-26 - 7:03:34 PM GMT- IP address: 47.205.51.245
-  Document e-signed by Jim Granger (jlgreasy2003@yahoo.com)
Signature Date: 2022-01-26 - 7:05:01 PM GMT - Time Source: server- IP address: 47.205.51.245
-  Agreement completed.
2022-01-26 - 7:05:01 PM GMT



505(C2)11/510

Feb 20 2001

State Attorney

MARK A. OBER
Thirteenth Judicial Circuit
5th Floor County Courthouse Annex
Tampa, Florida 33602
(813) 272-5400

THE FLORIDA BAR
RECEIVED

February 15, 2001

The Florida Bar
Suite C-49
Tampa Airport Marriott Hotel
Tampa, FL 33607

RE: KATHY H. CZEPIEL

To Whom It May Concern:

This office has been involved in an investigation concerning allegations of perjury and official misconduct with regard to Kristen Gary, a former officer with the Tampa Police Department. The enclosed documents were provided during the course of that investigation. Ms. Czepiel has admitted to preparing these documents. We have determined that the subpoena is not genuine, and that the letter dated September 27, 2000, does not contain truthful statements.

We are sending this information to you for whatever action you deem necessary. If you have any additional questions, please feel free to contact me.

Sincerely,

MARK A. OBER,
STATE ATTORNEY


Mark F. Lewis
Assistant State Attorney

MFL/cg
attachments

cc: Jack Helinger, Esq.
ATTORNEY FOR KATHY CZEPIEL

PUBLIC RECORD

LAW OFFICES
WALLACE, FINCK, BOAKE & COLCLOUGH
A PARTNERSHIP OF PROFESSIONAL ASSOCIATIONS

360 CENTRAL AVENUE
SUITE 1400
ST. PETERSBURG, FLORIDA 33701
(727) 896-4674
FAX (727) 894-0601

CARL T. BOAKE, P.A.
THOMAS P. COLCLOUGH (1954-1991)
ROBERT J. FINCK, P.A.
JAMES C. WALLACE III (1936-1992)

September 27, 2000

PLEASE REPLY TO:
P.O. BOX 60
ST. PETERSBURG, FL 33731

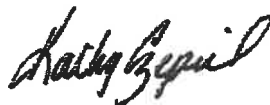
REPLY TO:

Kathy H. Czepiel, Esq.

To Whom It May Concern:

The purpose of this letter is to inform you that Ms. Kristen Gary was required to attend depositions for my office on September 20, 2000 and September 21, 2000 from 8:00 a.m. until 2:00 p.m.

Sincerely,



Kathy H. Czepiel, Esq.

Cc: Ms. Kristin Gary

PUBLIC RECORD

IN THE CIRCUIT COURT FOR PINELLAS COUNTY, STATE OF FLORIDA
CIRCUIT CIVIL NO. 97-08998-FD-23

IN RE: THE MATTER OF:

JEANNINE M. OGRIN,

SUBPOENA FOR DEPOSITION

THE STATE OF FLORIDA

TO: Kristen Gary
3323 Laurelwood Court
Tarpon Springs, FL 34689

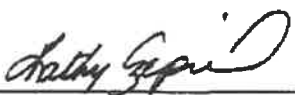
YOU ARE COMMANDED to appear before the Court Reporter at Hartsock & Cervone, 360 Central Avenue, St. Petersburg, FL on September 20, 2000 and September 21, 2000 at 8:30 a.m., for the taking of your testimony in this action.

If you fail to appear, you may be in contempt of Court.

You are subpoenaed to appear by the following attorney and unless excused from this subpoena by this attorney or the Court, you shall respond to this subpoena.

Dated on this 19th day of September 2000.

FOR THE COURT


Kathy H. Czepiel, Esquire
Law Office of Wallace, Finck, Boake & Colclough
P.O. Box 60
St. Petersburg, Florida 33731
(727) 896-4674
SPN 00277479

PUBLIC RECORD

Supreme Court of Florida

THURSDAY, JANUARY 9, 2003

CASE NO.: SC02-1046

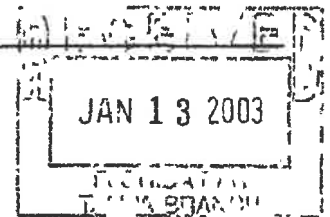
Lower Tribunal No.: 2001-11,236(6C)

THE FLORIDA BAR

vs. KATHY HELEN CZEPIEL

Complainant(s)

Respondent(s)

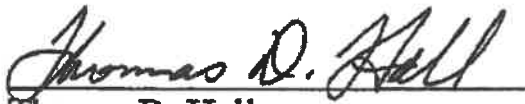


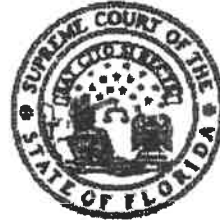
The uncontested report of the referee is approved and respondent is suspended from the practice of law for 90 days, effective 30 days from the date of this order so that Respondent can close out her practice and protect the interests of existing clients. If Respondent notifies this Court in writing that she is no longer practicing and does not need the 30 days to protect existing clients, this Court will enter an order making the suspension effective immediately. Respondent shall accept no new business from the date this order is filed until the suspension expires.

Judgment is entered for The Florida Bar, 650 Apalachee Parkway, Tallahassee, Florida 32399, for recovery of costs from Kathy Helen Czepiel in the amount of \$750.00, for which sum let execution issue.

Not final until time expires to file motion for rehearing and, if filed,
determined. The filing of a motion for rehearing shall not alter the effective date of
this suspension.

A True Copy
Test:


Thomas D. Hall
Clerk, Supreme Court



kb
Served:

MARGOT PEQUIGNOT
JOHN ANTHONY BOGGS
LOUIS KWALL
✓ WILLIAM LANCE THOMPSON
MARTIN ERROL RICE
HON. SUSAN SEXTON, JUDGE

COPY

**IN THE SUPREME COURT OF FLORIDA
(Before a Referee)**

FILED
THOMAS D. HALL
DEC 23 2002
CLERK, SUPREME COURT
BY

THE FLORIDA BAR,

Complainant,

Case No. SC02-1046

TFB No. 2001-11,236 (6C)

v.

KATHY HELEN CZEPIEL,

Respondent.

REPORT OF REFEREE

I. Summary of Proceedings: Pursuant to the undersigned being duly appointed as referee to conduct disciplinary proceedings herein according to the Rules Regulating The Florida Bar, a Conditional Guilty Plea for Consent Judgment was signed on November 11, 2002. Any pleadings, notices, motions, orders, transcripts, and exhibits are forwarded to The Supreme Court of Florida with this report and constitute the record in this case.

The following attorneys appeared as counsel for the parties:

For The Florida Bar: William Lance Thompson

For The Respondent: Martin E. Rice

II. Findings of Fact as to Each Item of Misconduct With Which the Respondent Is Charged: After considering all the pleadings and evidence before me, pertinent portions of which are commented on below, I find:

On or about September 27, 2000, a client of Respondent's law firm contacted Respondent. The client requested Respondent to produce a false subpoena for his wife, Kristen Gary, then employed as a police officer by the Tampa Police Department (TPD). Ms. Gary needed the false subpoena to excuse her absence from work on September 20, and 21, 2000.

IV. Recommendation as to Disciplinary Measures to Be Applied:
Suspension from the practice of law for ninety (90) days.

V. Personal History and Past Disciplinary Record: After the finding of guilty and prior to recommending discipline to be recommended pursuant to Rule 3-7.6(k)(1), I considered the following personal history and prior disciplinary record of the respondent, to wit:

Year of Birth: 1974

Date Admitted to Bar: September 15, 2000

Prior Disciplinary convictions and Disciplinary
Measures Imposed Therein: None

The referee notes that the Respondent is not certified in any area(s) of practice.

Aggravating Factors:
Florida Standards for Imposing Lawyer Sanctions, Rule 9.22

- (b) Dishonest or selfish motive
- (d) Multiple offenses

Mitigating Factors:
Florida Standards for Imposing Lawyer Sanctions, Rule 9.32

- (e) Full and free disclosure to disciplinary board or cooperative attitude toward proceedings
- (g) Character or reputation
- (l) Remorse

IV. Statement of Costs and Manner in Which Costs Should Be Taxed: I find the following costs were reasonably incurred by The Florida Bar:

Administrative Costs

(Rule 3-7.6(o)(1)(I)) \$ 750.00

TOTAL ITEMIZED COSTS: \$750.00

On or about September 27, 2000, Respondent drafted and signed a Subpoena for Deposition dated September 19, 2000, which purported to command Kristen Gary to appear in the Matter of Jeannine M. Ogrin, Civil No. 97-08998-FD-23, in Pinellas County Circuit Court. Civil No. 97-08998-FD-23 related to the client's (Ms. Gary's husband's) child custody matter. The Subpoena commanded Ms. Gary to appear for deposition before the court reporter at Hartsock & Cervone in St. Petersburg, FL on September 20, 2000 and September 21, 2000 at 8:30 a.m. Respondent also drafted and signed a letter dated September 27, 2000 "To Whom It May Concern" on her law firm's letterhead, stating that Ms. Gary was required to attend depositions on September 20, 2000 and September 21, 2000 from 8:00 a.m. until 2:00 p.m. No depositions were actually held nor even scheduled on September 20 and 21, 2000 in Civil No. 97-08998-FD.

Respondent drafted the Subpoena and "To Whom It May Concern" letter knowing that these documents were fraudulent and contained untrue statements. Ms. Gary presented the false Subpoena and letter to the TPD payroll department, seeking payment of her wages for September 20, 2000 and September 21, 2000. Ms. Gary's presentation of the false Subpoena and letter led to an investigation by the TPD Internal Affairs Division.

In or about November 2000, Sgt. Jaynnene Terrell of the Internal Affairs Division called Respondent and asked if she had subpoenaed Ms. Gary, and Respondent answered in the affirmative. When asked by Sgt. Terrell whether Ms. Gary had attended the deposition, Respondent answered in the affirmative. Respondent made false statements of material fact to Sgt. Terrell when she told Sgt. Terrell that she had subpoenaed Ms. Gary and that Ms. Gary had attended the deposition. The State Attorney brought criminal charges against Ms. Gary. Ms. Gary's employment with the TPD was terminated because she had presented the false subpoena and letter to the TPD payroll department.

III. Recommendations as to Whether or Not the Respondent should Be Found Guilty: As to each count of the complaint I make the following recommendations as to guilt or innocence:

Rule 3-4.3 (commission by a lawyer of any act that is unlawful or contrary to honesty and justice); Rule 4-4.1(a) (in the course of representing a client a lawyer shall not knowingly make a false statement of material fact or law to a third person; Rule 4-4.8(c) (a lawyer shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation).

It is apparent that other costs have or may be incurred. It is recommended that all such costs and expenses, together with the foregoing itemized costs, be charged to the respondent and that interest at the statutory rate shall accrue and be payable beginning 30 days after the judgment in this case becomes final unless a waiver is granted by the Board of Governors of The Florida Bar.

Dated this 16 day of Dec, 2002.

Susan Sexton
Hon. Susan Sexton, Referee

Copies:

William Lance Thompson, Assistant Staff Counsel, The Florida Bar, Tampa Airport, Marriott Hotel, Suite C-49, Tampa, Florida 33607

Martin E. Rice, Esq., Counsel for Respondent, P.O. Box 205, St. Petersburg, Florida 33731-0205

John Anthony Boggs, Staff Counsel, The Florida Bar, 650 Apalachee Parkway, Tallahassee, Florida 32399-2300