

- 1 B. Does Clayton’s admitted failure to comply with the “safe harbor”
2 requirements of Rule 26 preclude an award of fees/sanctions under other
3 authority, such as a *sua sponte* award under Rule 26 or the Court’s own
4 authority?
- 5 C. Does the fact Laura filed a motion for voluntary dismissal, with prejudice,
6 on December 28, 2023, preclude any award of fees/costs/sanctions incurred
7 by Clayton after that date?
- 8 D. Does the fact that Clayton failed to meet and confer with Laura, as required
9 by Rule 9(c), prior to seeking leave to amend his response to Laura’s
10 establishment petition, preclude any award of fees/costs/sanctions to
11 Clayton to the extent those fees/costs/sanctions were incurred after
12 December 12, 2023?
- 13 E. Does this Court have subject matter jurisdiction to adjudicate civil causes of
14 action such as defamation and/or abuse of process, or must those claims be
15 litigated separately to preserve each party’s right to a jury trial?
- 16 F. Is Laura entitled, as a matter of due process, to fair notice of the basis upon
17 which sanctions are sought before sanctions may be awarded?
- 18 G. Is Laura entitled to an award of fees pursuant to A.R.S. § 25–324 or other
19 similar authority based on Clayton’s unreasonable litigation conduct?

20
21 **7. Position On Each Contested Issue**

22 Laura’s position on each contested issue has previously been explained in other
23 pleadings, so those positions will only be briefly summarized here.

24 First, Laura and Clayton engaged in sexual activity on May 20, 2023 which was,
25 by Clayton’s own written admission, sufficient to cause pregnancy, *see* Petitioner’s Trial
26 Exhibit A2, regardless of whether sexual intercourse occurred. Based on this admission,
27 it is NOT necessary for the Court to determine whether sexual intercourse did, or did not,
28 occur. That point is ultimately irrelevant and immaterial to the outcome.

1 Second, Laura had a good faith basis to file this action on August 1, 2023 because
2 she believed she was pregnant and she believed Clayton was the father. Among other
3 reasons, Laura’s beliefs were based on the following points:

- 4 • Sexual contact between the parties on May 20, 2023;
- 5 • Laura had no other sexual partners near the time of conception;
- 6 • **SIX (6)** positive pregnancy tests including:
 - 7 ○ A home pregnancy test taken by Laura on May 31, 2023 (which she
 - 8 took a photo of and sent to Clayton);
 - 9 ○ A lab test performed at Banner Urgent Care on June 1, 2023;
 - 10 ○ A home pregnancy purchased by Clayton and taken in front of him
 - 11 at his residence on June 19, 2023;
 - 12 ○ A home pregnancy test taken by Laura on July 25, 2023;
 - 13 ○ A home pregnancy test taken by Laura on August 1, 2023;
 - 14 ○ A blood-based lab test taken by Laura on October 16, 2023.
- 15 • Clayton has *alleged* all of the above tests (including the one he purchased)
- 16 are either fake or somehow unreliable, but he has offered zero admissible
- 17 evidence (beyond pure speculation) to support that claim;
- 18 • Laura’s normal monthly period stopped after May 2023 and did not resume
- 19 until November 2023;
- 20 • Laura passed tissue on July 23, 2023 which may have been a partial or
- 21 even a complete miscarriage, although she continued to test positive for
- 22 pregnancy for months after that date;
- 23 • Laura gained weight between May 20, 2023 and November 2023, and then
- 24 lost approximately 40 pounds after November 2023;
- 25 • Laura experienced significant swelling in her abdomen area as documented
- 26 by photos & videos Laura took at the time;
- 27 • Laura “felt” pregnant between May and November 2023, experiencing
- 28 extreme morning sickness, fatigue, frequent urination, and tender breasts.

1 Third, an expert OB/GYN with decades of experience, Dr. Michael Medchill, has
2 reviewed Laura’s medical records and based on that review he has concluded she was, in
3 fact, pregnant with a level of certainty of “99%+”. Clayton’s experts do not dispute, or
4 even respond to, any part of Dr. Medchill’s opinions.

5 Fourth, aware that Clayton has claimed Laura’s pregnancy was “fake”, Dr.
6 Medchill has reviewed Laura’s medications as documented in her medical records and
7 has concluded that none of those medications would produce false positive pregnancy
8 tests. Again, Clayton’s experts do not challenge, or even address, this conclusion.

9 Fifth, Laura’s conduct during this litigation is entirely consistent with a person
10 who believed they were, in fact, pregnant. Among other things, in mid-August 2023 (just
11 two weeks after this action was filed), Laura paid \$725 to a company called Ravgen for
12 DNA testing to be performed on her and Clayton.

13 Assuming Laura knew she was *not* pregnant in mid-August 2023, she would have
14 known the Ravgen test was 100% guaranteed to prove she was not pregnant. It is also
15 notable that Clayton initially promised to participate in the Ravgen test, but then failed to
16 do so until weeks later. Had Clayton appeared for the test earlier (*before* Laura
17 miscarried), it is entirely possible the test results may have been different. Even if the
18 Ravgen results were conclusively *negative* (which they were not), this case could have
19 ended much sooner without a single penny of fees incurred by either party.

20 In light of these facts, no reasonable person would have agreed (indeed,
21 *demand*ed) to perform the test with Ravgen if they believed they were *not* pregnant at the
22 time. The only plausible explanation for Laura’s insistence on the Ravgen test is that she
23 was, in fact, pregnant, or at the very least, she believed she was pregnant.

24 To the extent Clayton disputes any of the above points, his position is based
25 entirely on speculation, conjecture, and improper “propensity” evidence offered by two
26 of Laura’s ex-boyfriends, both of whom have restraining orders entered against them, and
27 both of whom are strongly motivated to lie. Rumor, speculation, and inadmissible
28 innuendo cannot support the extreme relief Clayton seeks in this case.

1 Furthermore, even if the claims of Laura’s ex-boyfriends were both credible and
2 admissible (which they are not), any statements Laura may have made during a previous
3 relationship have no bearing on the fact that she was pregnant in this case. There is more
4 than sufficient independent medical evidence in this case to support a finding that Laura
5 was pregnant, all other past credibility issues aside. That reality precludes the relief
6 Clayton has spent the last 6 months demanding.

7 **8. Spousal Maintenance**

8 Not applicable.

9 **9. Parenting Time**

10 Not applicable.

11 **10. List of Petitioner’s Witnesses**

- 12 • Laura Owens
- 13 • Clayton Echard
- 14 • Dr. Michael Medchill
- 15 • Jan Black (potential)

16 **11. Designation of Deposition Testimony**

17 Pursuant to Rule 59, and without waiving any other objections to the admission of
18 this or any other testimony by the same witness, Laura designates the following
19 deposition testimony:

- 20 • The entire deposition of Michael Marraccini dated June 13, 2018, bearing
21 Bates Nos. OWENS0001–142 (Petitioner’s Trial Exhibit A23).
- 22 • Excerpts from the deposition of Clayton Echard dated February 2, 2024,
23 attached hereto as Exhibit A.

24 **12. Objections to Witnesses**

25 Laura objects to the following witnesses who may be called by Clayton:

- 26 • Greg Gillespie
- 27 • Mike Marraccini
- 28 • [REDACTED]

1 As to these witnesses, Laura objects on the following grounds:

- 2 ○ Lack of timely disclosure; Clayton has never disclosed a fair substance of
3 the anticipated testimony of each witness as required by Rule 49, and the
4 majority of the information he has disclosed was untimely because it was
5 not disclosed within 30 days as required by Rule 49(b)(2)(B).
- 6 ○ Relevance; the testimony of each witness is irrelevant to any material fact
7 in this case. As such, the testimony is inadmissible per Ariz. R. Evid. 402.
- 8 ○ Inadmissible character/propensity; the testimony of each witness is not
9 admissible to the extent offered to show “Because an angry ex-boyfriend
10 claimed Laura lied in the past, she must be lying now.” Such propensity
11 evidence is inadmissible per Ariz. R. Evid. 404(b).
- 12 ○ Improper “specific instances” evidence per Ariz. R. Evid. 608(b).

13 As to Mr. Marraccini, Laura further objects to him testifying for additional
14 reasons. First, Clayton never disclosed contact information for Mr. Marraccini as required
15 by Rule 49(i). Instead, the only contact information disclosed for Mr. Marraccini was the
16 name of an attorney in California (Randy Pollock) who informed Laura’s counsel, in
17 writing, that Mr. Marraccini would not testify at trial. *See* Petitioner’s Trial Exhibit A27.

18 Because it appears Mr. Marraccini’s counsel either lied about his intent to appear
19 at trial, or the person identified by Clayton’s disclosures as Mr. Marraccini’s attorney did
20 not, in fact, represent him, Clayton has failed to comply with the requirements of Rule
21 49(i) as to Mr. Marraccini by failing to provide valid contact information for this witness.
22 That one fact precludes Mr. Marraccini from testifying at all.

23 Second, Laura has a current, valid, domestic violence restraining order against
24 Mr. Marraccini entered by the San Francisco County Superior Court. This order requires
25 him to have no contact with Laura, and he is required to keep 100 yards away from her at
26 all times. The order contains no exceptions for in-person testimony in this proceeding,
27 and this Court is required, by federal law, to give full faith and credit to the California
28 court’s order. *See* 18 U.S.C. § 2265.

1 Accordingly, if Mr. Marraccini appears at trial without permission from the
2 California court that issued the original order, he will be committing a crime and will be
3 subject to arrest pursuant to A.R.S. § 13-3602(R). This issue has been reported to Court
4 security by undersigned counsel who has requested that Mr. Marraccini be arrested if he
5 violates the DVRO, as the law requires.

6 Laura further reserves the right to object to Clayton's expert, Dr. Deans, to the
7 extent her knowledge, education, training and experience do not meet the requirements of
8 Ariz. R. Evid. 702 for the specific testimony she intends to offer.

9 Laura further objects to the testimony of Clayton's computer expert, Jon
10 Berryhill, on the basis that this testimony is irrelevant and offered solely for purposes
11 prohibited by Ariz. R. Evid. 404(b). Clayton has failed comply with the disclosure
12 requirements of Rule 49(j) because Clayton did not *timely* disclose "the substance of the
13 facts and opinions on which the expert will testify" Clayton has also failed to
14 disclose the original underlying computer files which form the basis for Mr.
15 Berryhill's opinions as required by Ariz. R. Evid. 1002. To the extent Mr. Berryhill is
16 being called solely as a fact witness, this disclosure is also untimely per Rule
17 49(b)(2)(B).

18 **13. Trial Exhibits/Objections**

19 Laura designates the following trial exhibits:

20

21 Exhibit	Date	Description
22 A0	N/A	Timeline of Events
23 A1	6/1/2023	Banner Pregnancy Test (Positive)
24 A2	6/21/2023	Email – Something to Consider w/ 2 Tests
25 A3	6/28/2023	Barrow Records re PP Visit
26 A4	7/24-8/21	Dr. Makhoul Records
27 A5	8/15/2023	Ravgen Correspondence
28 A6	9/19/2023	Belly Video #1

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A7	10/9/2023	Belly Video #2
A8	10/14/2023	Email "Medical Confirmation"
A9	10/16/2023	Any Lab Test Now – 102 HCG
A10	10/25/2023	Belly Video #3
A11	11/14/2023	MomDoc Records
A12	4/22/2023	Dr. Medchill Disclosure & Report
A13	5/24/2023	Purchase contract - [REDACTED]
A14	5/24/2023	Purchase contract - [REDACTED]
A15	9/15/2023	ADRE Ruling Re Echard Complaint
A16	7/16/2021	One Medical Records
A17	7/16/2021	One Medical Records
A18	11/15/2022	Order of Protection
A19	2018-2020	Register of Actions; FDV-18-813693
A20	2018	Laura Declaration (Original)
A21	2020	Laura Declaration (Renewal)
A22	1/22/2018	Mike Response to Petition
A23	6/13/2018	Deposition of Michael Marraccini
A24	7/6/2018	Protective Order (Original)
A25	9/11/2020	Minutes for Order Renewal
A26	9/11/2020	Protective Order (Renewed)
A27	4/19/2024	Email from Randy Sue Pollock
A28	3/27/2024	Woodnick Law Press Release
A29	9/26/2023	Injunction Against Harassment Docs

Clayton has not yet designated or identified his final trial exhibits, therefore Laura reserves the right to raise specific objections when/if such exhibits are disclosed.

To the extent Laura is aware of certain specific exhibits Clayton may use at trial, she offers the following objections:

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- 2,500 pages of text messages disclosed by Clayton on May 7, 2024; Laura objects on the basis of untimely disclosure (per Rule 49); failure to disclose original source files (per Rule 49); relevance (Evid. R. 402); hearsay (Evid. R. 802); lack of authentication (Evid. R. 901); lack of original (Evid. R. 1002); failure to make original available (Evid. R. 1006).
- Evidence of emails & documents exchanged between Laura and Mike Marraccini; untimely disclosure (per Rule 49); failure to disclose original source files (per Rule 49); relevance (Evid. R. 402); hearsay (Evid. R. 802); lack of authentication (Evid. R. 901); lack of original (Evid. R. 1002); failure to make original available (Evid. R. 1006).
- Evidence of a “dating contract”; inadmissible compromise offers and conduct or statement made during negotiations (Evid. R. 408).
- Evidence of audio recording(s) from Greg Gillespie; untimely disclosure (per Rule 49); failure to disclose original source files (per Rule 49); relevance (Evid. R. 402); hearsay (Evid. R. 802); lack of authentication (Evid. R. 901); lack of original (Evid. R. 1002); failure to make original available (Evid. R. 1006).
- Evidence of emails & documents exchanged between Laura and Greg Gillespie; untimely disclosure (per Rule 49); failure to disclose original source files (per Rule 49); relevance (Evid. R. 402); hearsay (Evid. R. 802); lack of authentication (Evid. R. 901); lack of original (Evid. R. 1002); failure to make original available (Evid. R. 1006).

14. Statement re: Completion of Discovery

Laura agrees that *except* for certain matters discussed above, all pretrial discovery and disclosure has been completed by the trial date and that the parties have exchanged all exhibits and reports of experts who have been listed as witnesses.

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15. Statement re: Good Faith Settlement Discussions

Laura agrees the parties have engaged in good faith settlement discussions. Those efforts were not successful.

16. Fee Request

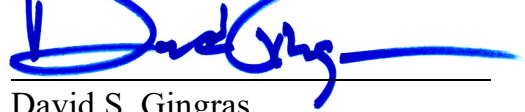
Laura requests (and will seek by separate motion) an award of fees and costs pursuant to A.R.S. §§ 25-809(G), § 25-324 and § 12-349.

17. Trial Record

Laura has requested the trial be transcribed by court reporter, pursuant to Maricopa County Local Rule 2.22.

DATED June 3, 2024.

GINGRAS LAW OFFICE, PLLC



David S. Gingras
Attorney for Petitioner
Laura Owens

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Original e-filed
and **COPIES** e-delivered June 3, 2024 to:

Gregg R. Woodnick, Esq.
Isabel Ranney, Esq.
Woodnick Law, PLLC
1747 E. Morten Avenue, Suite 505
Phoenix, AZ 85020
Attorneys for Respondent



GINGRAS LAW OFFICE, PLLC
4802 E RAY ROAD, #23-271
PHOENIX, ARIZONA 85044

Exhibit A

1 A. No.

2 Q. And what happened afterwards?

3 A. We went to sleep for about three or four
4 hours.

5 Q. And did you guys put your clothes back on?

6 A. No.

7 Q. Okay. And so what happened from there?

8 A. We reengaged about three, four hours in from
9 the last time and she performed oral again. And at that
10 point she was -- she performed oral. I finished. She
11 went to the bathroom. I don't know what she ended up
12 doing with the semen.

13 Q. Let me slow you down a little bit. You guys
14 are sleeping. You wake up at some point. How does it
15 transition into getting physical with each other again?

16 A. Started kissing again, fondling, and then we
17 start -- she started performing oral.

18 Q. Kissing, fondling. Were you guys cuddling in
19 bed still at this time?

20 MR. WOODNICK: Foundation.

21 A. Yes. Yes, we were I guess cuddling in close
22 proximity.

23 BY MR. KEITH:

24 Q. And was there any sort of, like, grinding on
25 each other?

1 A. She got on top of me at one point, yes.

2 Q. And can you explain what you mean with -- I
3 know this is sort of a difficult topic. But can you
4 explain what --

5 A. I don't care at all.

6 Q. -- you mean with body position when you say
7 she got on top?

8 A. Yeah. She got on top of me and she was -- I
9 was laying down like this and she was straddled on top
10 of me and making out. And I guess there was, you know,
11 there was -- my penis and her vagina were in close
12 proximity but there was absolutely no penetration at any
13 single point, nor would it have ever been possible for
14 her to have gotten pregnant because four hours in
15 between, semen does not survive that long.

16 Q. Okay. And so how long were you guys kissing,
17 her being on top of you, how long is that taking?

18 MR. WOODNICK: Foundation.

19 A. I -- 15, 20 minutes.

20 BY MR. KEITH:

21 Q. Okay. And then it transitioned, I believe you
22 said, back into oral sex again?

23 A. Correct.

24 Q. And then you testified this time I believe a
25 little bit differently. You testified that, I believe,

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1 A. That was the other part of it.

2 Q. In front of you presumably?

3 A. Yes. Although she would not pee in front of
4 me, but, yes.

5 Q. Understood. And did you purchase that
6 pregnancy test?

7 A. I did.

8 Q. And --

9 A. Let's call it an HCG test because we know that
10 she was never pregnant.

11 Q. Well, on the box did it indicate that it was a
12 pregnancy test?

13 A. Sure. I guess that's what they market it as
14 for people that are actually truthful and take these
15 tests and don't lie.

16 Q. Okay. So you purchased this pregnancy test.
17 Did you tell my client prior to her arriving at your
18 house that you were going to ask her to perform the
19 pregnancy test?

20 A. No.

21 Q. And when you showed her or asked her about the
22 pregnancy test, what was her response?

23 A. That she had already taken one and she brought
24 one with her so that I could see it and she'd be happy
25 to take the test as well.

feel like I saw anything in her pockets.
18 NOT TO SAY she didn't have something pushed up inside of
19 her. I didn't check that. But she wasn't carrying
20 anything into the bathroom.

21 Q. Okay. And she did perform the pregnancy test.

22 Did she show you the results?

23 MR. WOODNICK: Form. Foundation.

24 A. Yeah, I saw the test.

25 BY MR. KEITH:

Seymour Reporting Services 602.258.5800
www.SRSreporting.com

CLAYTON ECHARD FEBRUARY 02, 2024

1 Q. And what were the results of the test?

2 MR. WOODNICK: Form. Foundation.

3 A. There was one line and one faint one.

4 BY MR. KEITH:

5 Q. So there were two lines, one was more faint

6 than the other?

7 A. Yes.

8 Q. And at this point did you believe that she was
9 pregnant?

10 A. I had a moment of disbelief; but, yeah, at
11 that moment I thought maybe she had actually
12 successfully trapped me by inseminating herself. That
13 was my belief.

1 Q. So when you say give her a chance, you are
2 referring to, if I am understanding correctly, you would
3 give her a chance with regards to the two of you having
4 a relationship?

5 A. Yes, it was a lie. I had no intention of
6 dating her. But I was going to just basically tell her
7 what she wanted to hear to see if she would go away.

8 Q. And what you mean by that is to see if she
9 would move forward with an abortion. Is that correct?

10 A. Yeah.

7 Q. And was this after my client came over to your
8 house and conducted the pregnancy test?

9 A. Yes.

10 Document Preview read that text message out loud,
11 please?

12 A. "This is the last time I will communicate with
13 you on this matter. I would like for you to get an
14 abortion if you are pregnant with my client, which I
15 still don't believe, but it doesn't matter either way.
16 If you do not, that's your choice. And in that case if
17 it ends up being my child, I've decided that either you
18 will take a hundred percent custody of the child or it
19 will be put up for adoption. I will not be raising it
20 in any capacity."

21 Q. Okay. Is that an accurate depiction of the
22 text that you wrote to my client?

23 A. Yes, I texted that.

24 Q. Okay. And isn't it true that you actually
25 doubled down on that, you sent her an e-mail with

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www.SRSreporting.com

1 similar verbiage?

2 MR. WOODNICK: Foundation.

3 A. Yes, at some point.

1 similar verbiage?

2 MR. WOODNICK: Foundation.

3 A. Yes, at some point.

4 BY MR. KEITH:

5 Q. Can you turn to Exhibit 5 in that book.

6 Do you recognize that as an e-mail that you

7 sent to my client?

8 A. Yes.

9 Q. Can you read that e-mail out loud for me,
10 please?

11 A. "Take the pill. That's what I want and you've
12 known this. I don't want to be with you."

13 Q. Is there a date indicated on that e-mail?

14 A. June 22.

15 Q. You mentioned at this point, and correct me if
16 I'm wrong, but I believe that at this point you started
17 seeking additional evidence from my client. Is that
18 accurate?

19 A. Yes.

20 Q. Did she provide you with any additional
21 evidence at that point?

22 A. No. I talked to one of her lawyers. They
23 showed me an image of an ultrasound. I believed it to
24 be fabricated. And then I asked for -- to be able to
25 talk to those doctors, which she denied. She would not

1 earlier, quote, I told her I submitted them when I
2 didn't and technically I did violate my fiduciary
3 duties.

4 Do you recall that?

5 A. Yes.

6 Q. What fiduciary duties do you believe you
7 violated?

8 A. To be transparent and truthful with a client.

9 Q. And you weren't transparent and truthful with
10 your client. Is that correct?

11 A. Yes, for good reason.

12 Q. In fact, isn't it also true that when my
13 client asked you if there had been a response in
14 relation to those two offers, that you doubled down on
15 your lie and you told her that you hadn't yet heard
16 back?

17 A. Yes.

18 Q. So you again lied to my client?

19 A. Well, I hadn't heard back. That's truthful.

20 Q. Because you never sent the offers?

21 A. Correct.

22 Q. Okay. Mr. Echard, is it a safe -- or is it a
23 fair statement to say that this is at least to some
24 degree a he-said-she-said case?

25 A. Um, you could say it that way, but I am the

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1 related into her mouth and then what happened
2 from there?

3 A. She went straight to the bathroom. And I went
4 to sleep.

5 Q. Okay. You said there was no intercourse
6 between you and Ms. Owens. Correct?

7 A. Correct.

8 Q. Why wasn't there intercourse between you and
9 Ms. Owens?

10 A. Because she said she didn't want to. So I
11 said okay. I respected that and didn't push it.

12 Q. During your podcast interview you stated that,
13 quote, the grinding occurred as we were leading up to
14 the climax the second time, end quote. Do you recall
15 making that statement?

16 A. Yes.

17 Q. Is that an accurate statement?

18 A. Yes.

19 Q. How much time lapsed between the end of the
20 grinding and you ejaculating?

21 A. Probably five minutes because, you know, about
22 five minutes.

23 Q. Okay. Was this the only ever instance of
24 physical or sexual contact between you and my client?
25 And when I say that I am not inferring that you guys had

Exhibit D

DV-130

Restraining Order After Hearing (Order of Protection)

[x] Original Order [] Amended Order

1 Name of Protected Person:

Laura Owens

Your lawyer in this case (if you have one):

Name: Elisha Jussen-Cooke State Bar No.: 283446

Firm Name: Cooperative Restraining Order Clinic

Address (If you have a lawyer for this case, give your lawyer's information. If you do not have a lawyer and want to keep your home address private, give a different mailing address instead. You do not have to give your telephone, fax, or e-mail.):

Address:

City: San Francisco State: CA Zip: 94110

Telephone: Fax:

E-Mail Address:

2 Name of Restrained Person:

Michael Marraccini

Description of restrained person:

Sex: [x] M [] F Height: 6'4 Weight: 220 Hair Color: brown Eye Color: green

Race: White Age: 31 Date of Birth:

Mailing Address (if known):

City: State: Zip:

Relationship to protected person:

3 Additional Protected Persons

In addition to the person named in 1, the following persons are protected by orders as indicated in items 6 and 7 (family or household members):

Table with columns: Full name, Relationship to person in 1, Sex, Age

Check here if there are additional protected persons. List them on an attached sheet of paper and write, "DV-130, Additional Protected Persons," as a title.

4 Expiration Date

The orders, except as noted below, end on

(date): July 10, 2020 at (time): 12:00 noon [] a.m. [] p.m. or [] midnight

- If no date is written, the restraining order ends three years after the date of the hearing in item 5 (a).
If no time is written, the restraining order ends at midnight on the expiration date.
Note: Custody, visitation, child support, and spousal support orders remain in effect after the restraining order ends.
The court orders are on pages 2, 3, 4, and 5 and attachment pages (if any).

This order complies with VAWA and shall be enforced throughout the United States. See page 5.

This is a Court Order.

Restraining Order After Hearing (CLETS—OAH) (Order of Protection) (Domestic Violence Prevention)

Clerk stamps date here when form is filed.

FILED San Francisco County Superior Court

JUL -9 2018

CLERK OF THE COURT

BY: [Signature] Deputy Clerk

Fill in court name and street address:

Superior Court of California, County of SAN FRANCISCO SAN FRANCISCO SUPERIOR COURT 400 McAllister Street San Francisco CA 94102

Clerk fills in case number when form is filed.

Case Number:

FDV-18-813693

5 **Hearings** The hearing schedule for July 10, 2018 is taken off calendar by agreement of the parties.

- a. The hearing was on (date): 7/10/18 with (name of judicial officer): Hon. Roger Chan
- b. These people were at the hearing (check all that apply):
- The person in ① The lawyer for the person in ① (name): _____
- The person in ② The lawyer for the person in ② (name): _____
- c. The people in ① and ② must return to Dept. _____ of the court on (date): _____ at (time): _____ a.m. p.m. to review (specify issues): _____

To the person in ②

The court has granted the orders checked below. Item ⑨ is also an order. If you do not obey these orders, you can be arrested and charged with a crime. You may be sent to jail for up to one year, pay a fine of up to \$1,000, or both.

6 **Personal Conduct Orders**

- a. The person in ② must not do the following things to the protected people in ① and ③:
- Harass, attack, strike, threaten, assault (sexually or otherwise), hit, follow, stalk, molest, destroy personal property, disturb the peace, keep under surveillance, impersonate (on the Internet, electronically or otherwise), or block movements.
- Contact, either directly or indirectly, by any means, including, but not limited to, by telephone, mail, e-mail, or other electronic means.
- Take any action, directly or through others, to obtain the addresses or locations of any protected persons. (If this item is not checked, the court has found good cause not to make this order.)
- b. Peaceful written contact through a lawyer or process server or another person for service of legal papers related to a court case is allowed and does not violate this order.
- c. Exceptions: Brief and peaceful contact with the person in ①, and peaceful contact with children in ③, as required for court-ordered visitation of children, is allowed unless a criminal protective order says otherwise.

7 **Stay-Away Order**

- a. The person in ② must stay at least (specify): 100 yards away from (check all that apply):
- The person in ① School of person in ①
- Home of person in ① The persons in ③
- The job or workplace of person in ① The child(ren)'s school or child care
- Vehicle of person in ① Other (specify): _____
- b. Exceptions: Brief and peaceful contact with the person in ①, and peaceful contact with children in ③, as required for court-ordered visitation of children, is allowed unless a criminal protective order says otherwise.

8 **Move-Out Order**

The person in ② must move out immediately from (address): _____

9 **No Guns or Other Firearms or Ammunition**

- a. The person in ② cannot own, possess, have, buy or try to buy, receive or try to receive, or in any other way get guns, other firearms, or ammunition.

This is a Court Order.



- 9 b. The person in 2 must:
- Sell to, or store with, a licensed gun dealer, or turn in to a law enforcement agency, any guns or other firearms within his or her immediate possession or control. Do so within 24 hours of being served with this order.
 - Within 48 hours of receiving this order, file with the court a receipt that proves guns have been turned in, sold, or stored. (Form DV-800, Proof of Firearms Turned In, Sold, or Stored, may be used for the receipt.) Bring a court filed copy to the hearing.
- c. The court has received information that the person in 2 owns or possesses a firearm.
- d. The court has made the necessary findings and applies the firearm relinquishment exemption under Family Code section 6389(h). Under California law, the person in 2 is not required to relinquish this firearm (specify make, model, and serial number of firearm): _____
The firearm must be in his or her physical possession only during scheduled work hours and during travel to and from his or her place of employment. Even if exempt under California law, the person in 2 may be subject to federal prosecution for possessing or controlling a firearm.

10 Record Unlawful Communications

The person in 1 has the right to record communications made by the person in 2 that violate the judge's orders.

11 Care of Animals

The person in 1 is given the sole possession, care, and control of the animals listed below. The person in 2 must stay at least _____ yards away from and not take, sell, transfer, encumber, conceal, molest, attack, strike, threaten, harm, or otherwise dispose of the following animals: _____

12 Child Custody and Visitation

Child custody and visitation are ordered on the attached Form DV-140, Child Custody and Visitation Order or (specify other form): _____

13 Child Support

Child support is ordered on the attached Form FL-342, Child Support Information and Order Attachment or (specify other form): _____

14 Property Control

Only the person in 1 can use, control, and possess the following property: _____

15 Debt Payment

The person in 2 must make these payments until this order ends:

Pay to: _____ For: _____ Amount: \$ _____ Due date: _____

Pay to: _____ For: _____ Amount: \$ _____ Due date: _____

Pay to: _____ For: _____ Amount: \$ _____ Due date: _____

Check here if more payments are ordered. List them on an attached sheet of paper and write "DV-130, Debt Payments" as a title.

16 Property Restraint

The person in 1 person in 2 must not transfer, borrow against, sell, hide, or get rid of or destroy any property, including animals, except in the usual course of business or for necessities of life. In addition, the person must notify the other of any new or big expenses and explain them to the court. (The person in 2 cannot contact the person in 1 if the court has made a "No-Contact" order.)

Peaceful written contact through a lawyer or a process server or other person for service of legal papers related to a court case is allowed and does not violate this order.

This is a Court Order.



17 **Spousal Support**

Spousal support is ordered on the attached Form FL-343, *Spousal, Partner, or Family Support Order Attachment* or (specify other form): _____

18 **Rights to Mobile Device and Wireless Phone Account**

a. **Property Control of Mobile Device and Wireless Phone Account**

Only the person in (1) can use, control, and possess the following property:

Mobile device (describe) _____ and account (phone number): _____

Mobile device (describe) _____ and account (phone number): _____

Check here if you need more space. Attach a sheet of paper and write "DV-130 Rights to Mobile Device and Wireless Phone Account" as a title.

b. **Debt Payment**

The person in (2) must make these payments until this order ends:

Pay to (wireless service provider): _____ Amount: \$ _____ Due date: _____

c. **Transfer of Wireless Phone Account**

The court has made an order transferring one or more wireless service accounts from the person in (2) to the person in (1). These orders are contained in a separate order (Form DV-900).

19 **Insurance**

The person in (1) the person in (2) is ordered NOT to cash, borrow against, cancel, transfer, dispose of, or change the beneficiaries of any insurance or coverage held for the benefit of the parties, or their child(ren), if any, for whom support may be ordered, or both.

20 **Lawyer's Fees and Costs**

The person in (2) must pay the following lawyer's fees and costs:

Pay to: _____ For: _____ Amount: \$ _____ Due date: _____

Pay to: _____ For: _____ Amount: \$ _____ Due date: _____

21 **Payments for Costs and Services**

The person in (2) must pay the following:

Pay to: _____ For: _____ Amount: \$ _____ Due date: _____

Pay to: _____ For: _____ Amount: \$ _____ Due date: _____

Pay to: _____ For: _____ Amount: \$ _____ Due date: _____

Check here if more payments are ordered. List them on an attached sheet of paper and write "DV-130, Payments for Costs and Services" as a title.

22 **Batterer Intervention Program**

The person in (2) must go to and pay for a 52-week batterer intervention program and show written proof of completion to the court. This program must be approved by the probation department under Penal Code § 1203.097. The person in (2) must enroll by (date): _____ or if no date is listed, must enroll within 30 days after the order is made. The person in (2) must complete, file and serve Form 805, Proof of Enrollment for Batterer Intervention Program.

23 **Other Orders**

Other orders (specify): _____

24 **No Fee to Serve (Notify) Restrained Person**

If the sheriff or marshal serves this order, he or she will do it for free.

This is a Court Order.



25 Service

- a. The people in ① and ② were at the hearing or agreed in writing to this order. No other proof of service is needed.
- b. The person in ① was at the hearing on the request for original orders. The person in ② was not present.
 - (1) Proof of service of Form DV-109 and Form DV-110 (if issued) was presented to the court. The judge's orders in this form are the same as in Form DV-110 except for the end date. The person in ② must be served. This order can be served by mail.
 - (2) Proof of service of Form DV-109 and Form DV-110 (if issued) was presented to the court. The judge's orders in this form are different from the orders in Form DV-110, or Form DV-110 was not issued. The person in ② must be personally "served" (given) a copy of this order.
- c. Proof of service of Form FL-300 to modify the orders in Form DV-130 was presented to the court.
 - (1) The people in ① and ② were at the hearing or agreed in writing to this order. No other proof of service is needed.
 - (2) The people in ① ② was not at the hearing and must be personally "served" (given) a copy of this amended order.

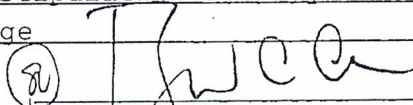
26 Criminal Protective Order

- a. Form CR-160, *Criminal Protective Order—Domestic Violence*, is in effect.
Case Number: _____ County: _____ Expiration Date: _____
- b. Other Criminal Protective Order in effect (*specify*): _____
Case Number: _____ County: _____ Expiration Date: _____
(List other orders on an attached sheet of paper. Write "DV-130, Other Criminal Protective Orders" as a title.)
- c. No information has been provided to the judge about a criminal protective order.

27 Attached pages are orders.

- Number of pages attached to this seven-page form: -1-
- All of the attached pages are part of this order.
- Attachments include (*check all that apply*):
 DV-140 DV-145 DV-150 FL-342 FL-343 DV-900
 Other (*specify*): Attachment One (1) - stipulation for 2-year Restraining
Order After Hearing signature page

Date: JUL -9 2018


 Judge (or Judicial Officer)
 Hon. Roger Chan

Certificate of Compliance With VAWA

This restraining (protective) order meets all "full faith and credit" requirements of the Violence Against Women Act, 18 U.S.C. § 2265 (1994) (VAWA) upon notice of the restrained person. This court has jurisdiction over the parties and the subject matter; the restrained person has been or will be afforded notice and a timely opportunity to be heard as provided by the laws of this jurisdiction. **This order is valid and entitled to enforcement in each jurisdiction throughout the 50 states of the United States, the District of Columbia, all tribal lands, and all U.S. territories, commonwealths, and possessions and shall be enforced as if it were an order of that jurisdiction.**

This is a Court Order.



Warnings and Notices to the Restrained Person in 2**If you do not obey this order, you can be arrested and charged with a crime.**

- If you do not obey this order, you can go to jail or prison and/or pay a fine.
- It is a felony to take or hide a child in violation of this order.
- If you travel to another state or to tribal lands or make the protected person do so, with the intention of disobeying this order, you can be charged with a federal crime.

You cannot have guns, firearms, and/or ammunition.

You cannot own, have, possess, buy or try to buy, receive or try to receive, or otherwise get guns, other firearms, and/or ammunition while the order is in effect. If you do, you can go to jail and pay a \$1,000 fine. Unless the court grants an exemption, you must sell to, or store with, a licensed gun dealer, or turn in to a law enforcement agency, any guns or other firearms that you have or control. The judge will ask you for proof that you did so. If you do not obey this order, you can be charged with a crime. Federal law says you cannot have guns or ammunition while the order is in effect. Even if exempt under California law, you may be subject to federal prosecution for possessing or controlling a firearm.

Instructions for Law Enforcement**Start Date and End Date of Orders**

The orders *start* on the earlier of the following dates:

- The hearing date in item (5) (a) on page 2, or
- The date next to the judge's signature on this page.

The orders *end* on the expiration date in item (4) on page 1. If no date is listed, they end three years from the hearing date.

Arrest Required if Order Is Violated

If an officer has probable cause to believe that the restrained person had notice of the order and has disobeyed the order, the officer must arrest the restrained person. (Pen. Code, §§ 836(c)(1), 13701(b).) A violation of the order may be a violation of Penal Code section 166 or 273.6.

Notice/Proof of Service

Law enforcement must first determine if the restrained person had notice of the orders. If notice cannot be verified, the restrained person must be advised of the terms of the orders. If the restrained person then fails to obey the orders, the officer must enforce them. (Fam. Code, § 6383.)

Consider the restrained person "served" (notified) if:

- The officer sees a copy of the *Proof of Service* or confirms that the *Proof of Service* is on file; or
- The restrained person was at the restraining order hearing or was informed of the order by an officer. (Fam. Code, § 6383; Pen. Code, § 836(c)(2).) An officer can obtain information about the contents of the order in the Domestic Violence Restraining Order System (DVROS). (Fam. Code, § 6381(b)-(c).)

If the Protected Person Contacts the Restrained Person

Even if the protected person invites or consents to contact with the restrained person, the orders remain in effect and must be enforced. The protected person cannot be arrested for inviting or consenting to contact with the restrained person. The orders can be changed only by another court order. (Pen. Code, § 13710(b).)

This is a Court Order.

Case Number:

FDV-18-813693

Child Custody and Visitation

The custody and visitation orders are on Form DV-140, items ③ and ④. They are sometimes also written on additional pages or referenced in DV-140 or other orders that are not part of the restraining order.

Enforcing the Restraining Order in California

Any law enforcement officer in California who receives, sees, or verifies the orders on a paper copy, in the California Law Enforcement Telecommunications System (CLETS), or in an NCIC Protection Order File must enforce the orders.

Conflicting Orders—Priorities for Enforcement

If more than one restraining order has been issued protecting the protected person from the restrained person, the orders must be enforced in the following priority (see Pen. Code, § 136.2 and Fam. Code, §§ 6383(h)(2), 6405(b)):

1. *EPO*: If one of the orders is an *Emergency Protective Order* (Form EPO-001) and it is more restrictive than other restraining or protective orders, it has precedence in enforcement over all other orders.
2. *No-Contact Order*: If there is no EPO, a no-contact order that is included in a restraining or protective order has precedence in enforcement over any other restraining or protective order.
3. *Criminal Order*: If none of the orders includes a no-contact order, a domestic violence protective order issued in a criminal case takes precedence in enforcement over any conflicting civil court order. Any nonconflicting terms of the civil restraining order remain in effect and enforceable.
4. *Family, Juvenile, or Civil Order*: If more than one family, juvenile, or other civil restraining or protective order has been issued, the one that was issued last must be enforced.

(Clerk will fill out this part.)

—Clerk's Certificate—

Clerk's Certificate
[seal]

I certify that this *Restraining Order After Hearing (Order of Protection)* is a true and correct copy of the original on file in the court.

Date: _____ Clerk, by _____, Deputy

This is a Court Order

SHORT TITLE: Owens v. Marraccini	CASE NUMBER: FDV-18-813693
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ATTACHMENT (Number): One (1)

(This Attachment may be used with any Judicial Council form.)

The parties agree that a Two (2) year Restraining Order After Hearing shall be granted protecting Ms. Laura Owens and restraining Mr. Michael Marraccini.

By signing below, the parties acknowledge that each has read and discussed the terms of this restraining order with his or her respective counsel. Each party understands and accepts the terms of this agreement. Each party warrants that each freely and voluntarily executed this agreement. This agreement may be signed in counterparts. Each counterpart shall be deemed part of the original document. This agreement may also be signed by email and such email signatures shall be valid as originals.

So Agreed.

Dated: 7/6/18

Laura Owens
Laura Owens, Protected Party

Dated: 7/6/2018

Elisha Jussen-Cooke
Elisha Jussen-Cooke, Attorney for
Laura Owens

Dated: _____

Michael Marraccini, Restrained Party

Dated: _____

Randy Sue Pollock, Attorney for
Michael Marraccini

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

Page _____ of _____
(Add pages as required)

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So Agreed.

Dated: _____

Laura Owens, Protected Party

Dated: _____

Elisha Jussen-Cooke, Attorney for
Laura OwensDated: 7/8/2018_____
Michael Marraccini
Michael Marraccini, Restrained PartyDated: 7/11/2018_____
Randy Sue Pollock
Randy Sue Pollock, Attorney for
Michael Marraccini

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

Page _____ of _____

(Add pages as required)