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8 **MARICOPA COUNTY SUPERIOR COURT**
9 **STATE OF ARIZONA**

10
11 **In Re Matter of:**

12 **LAURA OWENS,**

13 **Petitioner,**

14 **And**

15 **CLAYTON ECHARD,**

16 **Respondent.**

Case No: FC2023-052114

**PETITIONER'S
PRETRIAL STATEMENT**

(Assigned to Hon. Julie Mata)

17
18 Pursuant to Rule 76.1, Ariz. R. Fam. L.P., Petitioner Laura Owens (“Laura” or
19 “Petitioner”) hereby submits the following Pretrial Statement.

20 **1. A Brief Description of the Nature of the Action**

21 This case began as a paternity establishment action. Laura claims she had sexual
22 intercourse with Respondent Clayton Echard (“Clayton” or “Respondent”) on May 20,
23 2023. Prior to filing this action, Laura claims she tested positive for pregnancy on **five**
24 **separate occasions**: May 31, June 1, June 19, July 25, and August 1.

25 After efforts to resolve the matter failed, Laura filed this case on August 1, 2023.
26 At that time, Laura was not represented by counsel and neither was Clayton.

27 On October 16, 2023, Laura had a lab blood test which showed an HCG level of
28 102. Although this test confirmed she was still pregnant, the HCG level on October 16,

1 2023 was far lower than would have been expected for a “viable” pregnancy. This
2 indicated Laura was still pregnant on that date, but the pregnancy was virtually certain to
3 end without a healthy child/children being born.

4 Unsure of how to proceed, two days later, on October 18, 2023, Laura filed a
5 form requesting mediation (a request Clayton did not oppose or even respond to). Laura
6 will explain the intent of that filing was to give her an opportunity to inform Clayton that
7 it appeared the pregnancy was non-viable and that Laura wanted to dismiss this petition
8 once the pregnancy loss was confirmed. Despite no objection from Clayton, the Court
9 denied Laura’s mediation request as premature a month later on November 19, 2023.

10 In the interim, on November 14, 2023, Laura was seen by an OB/GYN facility
11 called MomDoc where it was confirmed she was no longer pregnant. After learning she
12 was no longer pregnant, Laura filed no further pleadings in this matter and took no action
13 to keep the case active. Because she is not an attorney and was not represented by
14 counsel, Laura was not familiar with the process for seeking voluntary dismissal. She
15 assumed if no further actions were taken, the case would simply be dismissed for
16 inactivity, as confirmed by the administrative dismissal notice dated 12/4/23.

17 Clayton’s counsel first appeared in the case on December 12, 2023 and
18 immediately began filing various motions and pleadings *without* making any effort to
19 meet and confer with Laura as required by Rule 9(c). This caused Laura to retain her own
20 counsel who immediately appeared in the case and moved to voluntarily dismiss the
21 action with prejudice on December 28, 2028. Because Laura was no longer pregnant, she
22 asserted her petition was moot. This remains Laura’s position today.

23 Aside from the moot establishment petition, Clayton presents at least two or three
24 arguably “live” issues for resolution. First, Clayton claims he is entitled to a “judgment of
25 *non-paternity*” which Laura interprets to mean a judgment *affirmatively* finding Clayton
26 was *not* the biological father of any children Laura may have miscarried (as opposed to a
27 judgment declaring the establishment petition moot and/or that the circumstances render
28 any paternity issues inconclusive and thus impossible to determine).

1 Nothing in Title 25, Chapter 6 permits the relief Clayton seeks. Rather, when an
2 *establishment* petition is filed, the Court may either find paternity *is established* (usually
3 by applying one of more of the presumptions set forth in A.R.S. § 25–814(A)), or the
4 Court may find paternity is *not established* (either because there is no evidence to support
5 any presumption under A.R.S. § 25–814(A), or because the presumption was rebutted by
6 clear and convincing evidence per A.R.S. § 25–814(A)). Again, because Laura is no
7 longer pregnant, her position is that the establishment petition is moot, and there are no
8 paternity establishment determinations for this Court to make.

9 Nevertheless, as the party asking for a “judgment of *non-paternity*” in an
10 otherwise moot case, assuming the Court does not merely dismiss this relief as legally
11 unavailable, Laura’s position is that Clayton bears the burden of proving, by admissible
12 evidence, he is biologically *excluded* as the father of any children Laura was or may have
13 been pregnant with. *See, e.g.*, A.R.S. § 25–807(D) (“the party opposing the establishment
14 of the alleged father’s paternity shall establish by clear and convincing evidence that the
15 alleged father is not the father of the child.”) To date, Clayton has produced no evidence
16 *disproving* paternity (beyond his own conflicting statements about whether he believes
17 pregnancy was even possible here).

18 Second, Clayton asks the Court to find “Laura was never pregnant”. Again,
19 nothing in Title 25, Chapter 6 permits the Court to grant such relief. However, if it did, as
20 the proponent of that claim, Clayton must offer admissible evidence to prove his
21 allegation. Again, to date, Clayton has offered nothing but pure speculation and
22 conjecture to support this theory.

23 Laura contends what Clayton is actually seeking is tantamount to a civil
24 defamation claim over which this Court lacks subject matter jurisdiction. For that reason,
25 Laura’s position is this Court cannot grant this specific relief as a matter of law, even if
26 Clayton had compelling facts and evidence to support it (which he does not).

27 Third, in his *Amended* Response to Laura’s Petition (filed 1/26/2024), Clayton
28 requests sanctions under Rule 26 and fees under A.R.S. § 25-324. As explained in other

1 briefing, Clayton cannot receive sanctions under Rule 26 because he has failed to follow
2 the strict requirements of that rule and there is no pending Rule 26 motion. Furthermore,
3 Clayton cannot recover fees under A.R.S. § 25-324 because Laura has not engaged in any
4 unreasonable litigation conduct in this case.

5 To the extent Clayton incurred any fees *after* December 12, 2023, those fees were
6 not caused by any unreasonable litigation conduct on Laura’s part. On the contrary, if
7 Clayton’s counsel had simply met and conferred with Laura (as required by Rule 9(c)),
8 counsel would have learned Laura was no longer pregnant and there were no remaining
9 paternity issues to litigate. At that time, there was no need for Clayton to incur any fees at
10 all; the case would have been automatically dismissed without any further action.

11 Clayton’s decision to continue spending months litigating moot paternity issues in
12 what amounts to a civil defamation case filed in a court that lacks subject matter
13 jurisdiction over that claim is unreasonable litigation conduct on his part, not Laura’s.
14 Accordingly, Laura is entitled to an award of fees and costs pursuant to A.R.S. § 25-324.

15 Finally, there is one separate issue remaining – Clayton’s request for relief from
16 the Order of Protection based on fraud. That issue has been fully briefed and Laura’s
17 position has already been explained – there was NO fraud in this case, and there is no
18 basis to grant relief from the OOP.

19 **2. Party Names/Addresses**

- 20 • Laura Owens; c/o Petitioner’s Counsel
21 • Clayton Echard; c/o Respondent’s Counsel

22 **3. Name and Date of Birth of Each Minor Child**

23 Not applicable.

24 **4. Parties' Stipulations or Agreements**

25 None.

26 **5. Statement of Uncontested Facts Or Law**

27 None.¹

28

¹ Laura offered to stipulate to certain facts; Clayton refused to stipulate to *any* facts.

- 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

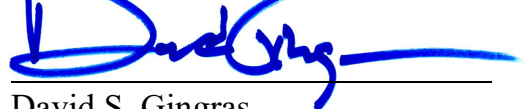
Laura requests (and will seek by separate motion) an award of fees and costs pursuant to A.R.S. §§ 25-809(G), § 25-324 and § 12-349.

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
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Laura Owens

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

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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.

17 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
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.

Document Preview

CLAYTON ECHARD FEBRUARY 02, 2024

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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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

Document Preview lated 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