

Circuit Court of Baltimore County

Case No.: 03-C-12-013990

Laurent La Brie v. Aurelia La Brie

Judge Keith Truffer

### **COMPLAINTS AGAINST JUDGE KEITH TRUFFER**

1. Judge Truffer coerced my lawyer into a clandestine hearing between lawyers, biasing his decision with unsupported testimony and destroying the opportunity for a fair hearing. If this was a settlement conference, as Judge Truffer later portrayed it, his informing the parties of his bias would have greatly compromised my bargaining position and given the opposition an unfair advantage. Judge Truffer's later misrepresented his ruling as an agreement between the Parties instead of an agreement to adhere to the ruling, caused the Appeals Court of Maryland to dismiss my appeal. Essentially, he varied his depiction of the event depending on his audience and what was most advantageous to himself at the time.
2. Judge Truffer violated the Maryland Constitution by not producing an order within 2 months of hearing the case.
3. Judge Truffer held me in constructive civil contempt yet did not produce a written order with a sanction, a purge provision or a design for coercing future compliance.
4. On December 14, 2021, Judge Truffer ruled I was in constructive civil contempt for a past action, moving to New Hampshire, instead of for a present condition.

5. Judge Truffer did not have me presented with my contempt charge of relocating to New Hampshire at least 20 days before the hearing as required by Maryland Rule 15-206 (c)(2). This prevented me from preparing or presenting a defense.
6. Judge Truffer did not cite any clear order requiring me not to relocate to New Hampshire prior to finding me in contempt as required by Maryland Rule 15-206 requiring a violation of a clear order requiring the other party to do something. He communicated that he was in favor of the relocation and then entrapped me, a practice that is illegal in the law enforcement community.
7. Judge Truffer ruled that I was in contempt based on my relocating to New Hampshire, and that basis denies me of my Constitutional right under the Privileges or Immunities Clause Amendment XIV, Section 1, Clause 2.
8. Having already heard from opposing counsel that I could not be denied my Constitutional right to relocate Judge Truffer based contempt not on any action of mine as required by Maryland Rule 15-206 which says: “(b) *Who May Initiate: (2) Any party to an action in which an alleged contempt occurred.*” Rather, it was based on the future rulings that the Court would have to make out of the best interest of the Minor Children.
9. Judge Truffer did not follow Maryland Statute Family Law Article §9-106 Para. (a) (4) states that “*the court shall set a hearing on the [relocation] petition on an expedited basis.*” yet it cancelled a scheduled hearing and two months passed before I relocated without the Court giving any specific guidance.
10. On March 3, 2022, Judge Truffer ruled I was in constructive civil contempt for a past action relocating to New Hampshire which had already been completed by that date.
11. Judge Truffer held me in constructive civil contempt for making the Court revise an order

when Maryland Statute Family Law Article §8-103 (a) authorizes and encourages the Court to change a custody agreement when it is in the best interest of the children and there exists a significant change in circumstances. Yet, we didn't advance these arguments in the hearing because the charge was not made prior to the hearing.

12. Denied me my Constitutional right to due process and to defend myself in Court.
13. Judge Truffer facilitated conflict in the family which harmed the children.
14. Judge Truffer did not follow Maryland Rule 9-205.1 to appoint and use the Children's Attorney. Judge Truffer did not permit the intervention of the BIA for a later Motion regarding telephone usage, which allowed him to ignore the requests of the Minor Children's therapists.
15. Refused to enforce Consent Orders or reduce conflict.

## STATEMENT OF FACTS

Ms. La Brie and I have Minor Children, A. L. and I. L., who were born on April 23, 2008..

A Consent Order was filed on November 4, 2016, which said, in part,

*“(1) The parties shall engage in good faith discussion with each other regarding matters of importance regarding the children, and if they still cannot reach agreement, Father shall has tiebreaker authority regarding education issues, except that, unless otherwise agreed by the parties, the children shall complete elementary school at their present elementary school and the children shall attend middle school and high school within thirty-five (35) miles of Reisterstown, Maryland, unless otherwise agreed by the parties;”*

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*“(4) The parties shall continue with the same pediatrician for their children”*

(E.021)

The Parties were divorced on March 21, 2017 (E.028-032).

On April 10, 2019, I filed a motion for change in custody (E.033-042) and a Parenting Coordinator (E.039, Para I)

A custody hearing was held on February 24-25, 2021. By agreement of the Parties, the Honorable Keith Truffer (Judge) had separate conversations in chambers with my attorney (Carol Bell) and I, Ms. La Brie and her attorney (David Nowak), and William Alcarese (Best Interest Attorney, hereinafter “BIA”, for the Minor Children).

As a final settlement, I was given 64.3% (9 of 14 days) physical custody during the school year and 50% custody during the summer, and retained tie-breaking joint legal custody



in decisions regarding health and education, while Ms. La Brie retained tie- breaking joint legal custody in religious decisions. (E.043-48)

The hearing for child support was postponed when Ms. La Brie reported a decrease in employment to half-time from December 2020 to August 2021(post-COVID) from full-time in deposition on March 12, 2020 during the height of COVID. She requested an increase of \$400 in monthly child support despite losing custody time. (E.177 p. 144 lines 15-19)

During that time, I received a job offer in New Hampshire with a starting date no later than October, (E.160 p. 76 lines 11-20) at an increase in salary that enabled me to start paying off the \$40,000 in legal debt from a contentious custody battle and from defending against the 12 false accusations of abuse made by Ms. La Brie.

On August 23, 2021, I gave Ms. La Brie notice of intent to relocate (E.057 and R.3010 Plaintiff's Exhibit 5) and submitted my Motion to Modify Custody (E.059-070). On September 21, 2021, Ms. La Brie filed a Motion for Status Quo (E.071- 077). For two months, the Court gave no guidance on the matter and indefinitely postponed a hearing that had been scheduled for September 29, so I sold my house and relocated to New Hampshire in mid-October.

On December 14, 2021, Judge Truffer held a custody hearing on the aforementioned Petitions and Motions. With the testimony of the children's therapists and BIA, the Court agreed that my moving the children to New Hampshire was in the best interest of the children. (E078-081)

I was successful in defending myself from all seven contempt accusations from Ms. La Brie.

However, Judge Truffer ruled that I was in contempt for moving to New Hampshire

because Judge Truffer's decision to relocate the children to New Hampshire would require changing the Parties' custody agreement regarding pediatrician, therapists, and schooling.

Judge Truffer said,

*"I don't accept the suggestion that has been made that he thought this was consistent with the terms of the order. It's hard to view anything that was done by Mr. LaBrie as being consistent with that order."*

*"The order requires that the children not be taken from their therapist and as it turns out, that's exactly what has happened. The Maryland therapist cannot practice in New Hampshire. So that's out. It's unrealistic to think that the children will be coming back and forth from New Hampshire every time they need to visit a doctor. So the requirement that they stay with a doctor was ignored.<sup>1</sup> The idea that the children had to stay at their current middle school and attend high school within 35 miles of Reisterstown, Maryland unless otherwise agreed was completely ignored by Mr. LaBrie."* (E.212 p. 284 lines 10-25)

Although Judge Truffer didn't file a contempt order or classify the contempt, it would fit "constructive civil contempt" as defined by Maryland Rule 15-202.

Judge Truffer deliberately did not give a sanction, a purge provision or any design or request to bring me into compliance. (E.213 p. 286 lines 16-18)

Judge Truffer postponed a hearing until March 3, 2022 (hereinafter "March Hearing") for the following purpose.

*"THE COURT: The case is before the Court this morning on several issues. We set up the hearing to address any purge provisions and consequences resulting from the Court's finding of Mr. LaBrie in contempt of the May 14, 2021 Custody Order."* (E.085 lines 17-20)

Judge Truffer met with the attorneys for Ms. La Brie and me without the Parties being present.

Judge Truffer wouldn't entertain my attorney's request for discussing the legitimacy of the finding of contempt, just to identify purge provisions and consequences. The Court brought the attorneys for both Parties into his chambers at 9:00 AM to make their case before him until 11:50 AM, (with two breaks for the attorneys to update their clients).

Judge Truffer did not issue a written order until 13 months later, on April 19, 2023, when Judge Truffer produced an order with a purge provision of \$8,000 for the contempt. It contained no explanation of how I was in contempt, no sanction, and no design for or request for compliance of the contemnor.

I submitted a Motion to Reconsider on May 15, 2023 (E.091-E.094). Judge Truffer denied it. (E.095)

I paid the sum of \$8,000. (E.096-E.097)

I appealed the decision with the Appeals Court of Maryland. (ACM-REG-0424-2023) The ACM denied because Judge Truffer changed my agreement to accept the Court's decision from the in-chambers hearing to pay \$8,000 to being an agreement between the parties.

Denied of any recourse for justice due to the corruption of the court, I was informed by my state representative that I should file this instant complaint. That will never return justice, but at least Judge Truffer's deeds would become public and may serve as a way to discipline him and cause him to rethink doing this to others. Perhaps this can also inform me of other recourse.

## ARGUMENT

1. **Judge Truffer coerced my lawyer into a clandestine hearing between lawyers, biasing his decision with unsupported testimony and destroying the opportunity for a fair hearing. If this was a settlement conference, as Judge Truffer later portrayed it, his informing the parties of his bias would have greatly compromised my bargaining position and given the opposition an unfair advantage. Judge Truffer's later misrepresented his ruling as an agreement between the Parties instead of an agreement to adhere to the ruling, caused the Appeals Court of Maryland to dismiss my appeal. Essentially, he varied his depiction of the event depending on his audience and what was most advantageous to himself at the time.**
  - a) Prior to the hearing of March 3, 2022 my lawyer and I agreed that she would not discuss the case in closed chambers. (E.010) At the beginning of the hearing, Judge Truffer requested that the lawyers meet him in his chambers.
  - b) My lawyer accepted the invitation. When she returned after about an hour, she said that she had been unable to refuse Judge Truffer's request to testify about the case.
  - c) At the first of the three hour-long sessions in Judge's chambers, Ms. Bell testified to the Judge and opposing counsel that she didn't think any financial assessment was fair. The judge threatened my counsel that in no uncertain terms, he would be assessing a financial penalty. This also contradicts the Judge's later portrayal that the settlement was between the Parties but rather between the Circuit Court and each party.
  - d) Judge Truffer later categorized this as a settlement conference. This doesn't make sense because if Judge Truffer had believed this at the time of the hearing, revealing his position that he was inclined to grant only Ms. LaBrie's fee request (E.010) would have

greatly undermined my bargaining position and given Ms. LaBrie an unfair advantage.

- e) In that first session, Judge Truffer told my lawyer he would not entertain discussion about the legitimacy of the contempt ruling. This defined restriction is further evidence that this was a hearing before the judge, since a settlement conference would not have defined limitations. The hearing's sole purpose was to discuss how much that fine would be, as he later stated in the hearing.

*"THE COURT: Good morning to both of you. The case is before the Court this morning on several issues. We set up the hearing to address any purge provisions and consequences resulting from the Court's finding of Mr. LaBrie in contempt of the May 14, 2021 Custody Order. (Emphasis mine.) (E.085 Line 15-20)*

- f) After the first meeting, my lawyer told me that each lawyer testified to the judge. In subsequent hearings, Judge Truffer described what came out of this meeting a settlement agreement instead of a ruling. Testifying to a judge is not part of a settlement conference.
- g) One specific item my counsel noted was that the opposing counsel, Mr. Nowak, told the judge that I had reported him to the Maryland Bar and that he had been cleared of all charges. While it was true that I reported him to the Maryland Bar, the Bar did not investigate the charges, but encouraged me to resolve the issue in Court. This clandestine hearing changed the dynamics of the case as the opposing counsel biased the judge with unfounded, irrelevant, and inaccurate information to which my lawyer couldn't object because chamber hearings don't follow the Rules of the Court.
- h) The judge's restricting discussion to only the amount of the purge provision instead of including the legitimacy of the ruling of contempt made my lawyer unable to present the illegitimacy of the ruling and the vast opportunities for an appeal. Such arguments would have greatly reduced the amount which would have agreed upon, had it been a settlement conference.

- i) Further evidence that this was a hearing was that the three meetings in chambers lasted 3 hours. A settlement conference would not take 3 hours for two parties to propose different compromises to each other.
- j) After the meeting in chambers, my lawyer told me what Judge Truffer's ruling was. She clearly informed me that it was a ruling and not a settlement (E.010) A 3-hour hearing in front of a judge, after which he gives his ruling is not a settlement conference.
- k) Despite all this evidence, the Circuit Court disputed Ms. Bell's account of the conversation. The fact that no official recordings are kept of chambers hearings was one reason why I told her to avoid such travesties. Hence it took the Court's coercion to make her engage in such a hearing over my guidance not to.
- l) My counsel asked me if I would agree to the ruling of an \$8,000 payment. She told me Judge Truffer told her that we were free to take only the amount of the payment to a public hearing but that chambers hearings are held because judges want to avoid a public hearing, and Judge Truffer had already dedicated 3 hours of his time to it and was already biased against me. I was furious that my case had been compromised by the coercion of a clearly biased judge. However, since I wasn't disputing the \$8,000 but the contempt charge itself, it didn't make sense to rehear that portion in public.
- m) I told my lawyer that if I am unable to overturn the underlying charge, that penalty would be appropriate, so I would agree to Judge Truffer's assessment of \$8,000 without rehearing it in public. However, I told her that I was still going to appeal the contempt charge because of lack of due process afforded me by the US Constitution. I told her that it was important that it would be clear that this was not a settlement between parties but an agreement with the judge's ruling from a hearing. Judge Truffer made that clear in the

statement quoted in paragraph 1.e)

- n) The Court later misrepresented this ruling as an agreement between the Parties instead of an agreement with the judge to adhere to the ruling of the \$8,000 adjudicated fine. This misrepresentation caused the Appeals Court of Maryland to dismiss my appeal and kept Judge Truffer's conduct from being reviewed by a higher Court, which is another Constitutional right of every citizen.
  - o) As expected, Judge Truffer stated that he was not going to do a voir dire which was to be further affirmation to me it was a hearing and the outcome was a ruling from the bench. (E.090 Line 16) In contrast, he did what he called a "colloquy" similar to a *voir dire* for the Consent Order on February 25, 2021 (E.106, line 6 – E.107 line 23)
  - p) The first step in my appeal was a Motion to Reconsider, to give Judge Truffer a chance to reconsider his ruling. I did this *pro se* to remove the middleman and directly interface with the Judge. Judge Truffer reneged on the understanding with my lawyer, changing the settlement with him to being a settlement between the Parties. This disabled me from appealing his decisions.
  - q) This denied me of justice and brushed Judge Truffer's misdeeds under the rug where they couldn't be examined by a higher court. (I also filed a case with the Federal Court BAH-24-170 but their ruling was that they had no jurisdiction over Maryland Circuit Court.)
- 2) **Judge Truffer violated the Maryland Constitution by not producing an order within 2 months of hearing the case.**
- a) The Constitution of the State of Maryland, Part III, SEC. 23 requires that decisions be rendered within 2 months.

*"The Judges of the respective Circuit Courts of this State shall render their decisions, in all cases argued before them, or submitted for their judgment, within two months after*

*the same shall have been so argued or submitted.”*

- b) On February 25, 2021, Judge Truffer had ruled from the bench that he would be issuing an order which would help prevent the international abduction of my two daughters. (E.114 Line2, hereinafter the “Lien Order”) Yet, the Special Master wasn’t appointed until after the Plaintiff wrote a formal complaint to Administrative Judge Jakobowski over 13 (thirteen) months later (April 15, 2022). (E.053)
- c) For 16 months, the Court used this promise of this Lien Order to coerce concessions from the Plaintiff that he wouldn’t otherwise have made. Chief among these concessions were
  - 1. accepting a custody settlement that I knew wouldn’t be in the best interest of the children,
  - 2. delaying his appeal of the Court’s ruling from the bench on December 14, 2021 and
  - 3. agreeing on March 3, 2022 to accept the Court’s ruling to pay \$8,000.
- d) The Lien Order was intended to remove the anxiety of re-abduction that the Best Interest Attorney testified was felt by the minor children until fifteen months later when it was finally signed. Numerous times, my attorney (Susan Bell) and I reminded the judge of the task and I complained of the coercion in my Motion to Reconsider.

*29. The first session between the Judge and the attorneys lasted about an hour. When Plaintiff’s attorney told him of the discussion that had occurred, Plaintiff asked her why she had engaged in conversation when he had told her not to. She said that when a judge makes an invitation to chambers, lawyers don’t refuse it. Plaintiff was furious and realized that any effort to sway the judge’s opinion once it was fixed would compromise the Lien Order. (E.006 para. 29)*

and

*11. The Constitution of the State of Maryland, Part III, SEC. 23. says, “The Judges of the respective Circuit Courts of this State shall render their decisions, in all cases argued before them, or submitted for their judgment, within two months after the same shall have*



*been so argued or submitted.”*

*12. The Lien Order was orally ruled from the bench on February 25, 2021, yet the Special Master wasn't appointed until June 9, 2022, over 15 (fifteen) months later. Three weeks after the Special Master was appointed, on July 1, 2022, the Order had been drafted and issued by Judge Truffer.*

*13. The Lien Order was of utmost concern for the Plaintiff and according to the BIA, a concern for the minor children. The Plaintiff had spent hundreds of thousands of dollars to safeguard them and calm their anxiety. Rather than being able to put this issue to rest, Plaintiff felt it would be re-adjudicated each time the Court was involved in the case. (E.002-004 para. 11-15)*

and

*30. After several hours discussing in chambers, Plaintiff was told by his attorney that the Court thought that \$8,000 was a fair and reasonable award for Defendant's legal expenses. (Exhibit E) Thus, Plaintiff was (surely unintentionally and unknowingly) coerced by the Court under duress to accept the proceedings and the assessment of \$8,000 in order to save what should have already legally been his. (E.006 para. 30)*

- e) Judge Truffer even admitted in his Opinion - Special Master Appointment (E.082 para. 2) that he delayed said order because of the contempt. That is coercion of the most potent type: the safety of a loving parent's children.
- f) On March 3, 2022, my lawyer told me to look at the big picture, by accepting the ruling of the \$8,000 penalty, I wouldn't make Judge Truffer mad, he would not hold the contempt against me, he wouldn't consider it in subsequent actions, it would be like it never happened, and the Lien Order would not be put in jeopardy.
- g) Then, after I wrote a letter complaining to Judge Jakobowski that Judge Truffer still wasn't fulfilling his side of the agreement, he reneged on the agreement to not hold the contempt against me and to not mention it in any court documents. In the ruling appointing the special master, he mentioned that I had been convicted of contempt. (E.082 para. 2) So, Judge Truffer reneged on that portion of the agreement between him

and my attorney.

- h) Case law indicates that settlements obtained by coercion and duress may be declared invalid. From *Eckstein v. Eckstein* 38 Md.App. 506, 379 A.2d 757:

*"515 Any agreement, contract, or deed obtained by oppressing a person by threats regarding the safety or liberty of himself, or his property, or a member of his family so as to deprive him of the free exercise of his will and prevent the mutuality of assent required for a valid contract may be avoided on the ground of duress. See Balling v. Finch, 203 Cal. App. 2d 413, 21 Cal. Repts. 490 (1962); Lewis v. Fahn, 113 Cal. App. 2d 95, 247 P.2d 831 (1952); Annot. 5 A.L.R. 823 (1919)*

*Nor must the acts or threats which constitute duress be unlawful in order to affect the validity of the agreement. Fowler v. Mumford, 48 Del. 282, 102 A.2d 535 (1954) stated:*

*"It is true that under the modern view, acts or threats cannot constitute duress unless they are wrongful; but an act may be wrongful though lawful. Acts that are wrongful in a moral sense, though not criminal or tortious or in violation of contractual duty, may also constitute duress under the doctrine sought to be invoked by the defendant." 102 A.2d at 538.*

*See Restatement of Contracts, § 492 (g).*

*In Bell, supra, Judge Thompson, quoting Link v. Link, 278 N.C. 181, 179 S.E.2d 697 (1971), pointed out the direction which the law of duress has taken in the more recent decisions:*

*"The law with reference to duress has, however, undergone an evolution favorable to the victim of oppressive action or threats. The weight of modern authority supports the rule, which we here adopt, that the act done or threatened may be wrongful even though not unlawful, per se; and that the threat to institute legal proceedings, criminal or civil, which might be justifiable, per se, becomes wrongful, within the meaning of this rule, if made with the corrupt intent to coerce a transaction grossly unfair to the victim and not related to the subject of such proceedings." 179 S.E.2d at 705." 38 Md. App. at 17, 379 A.2d at 423.*

- i) In the instant case, the Circuit Court's delay in filing its ruling on the Lien Order until July 1, 2022 (more than 15 months after its ruling from the bench on February 25, 2021) was not only a violation of Maryland's Constitution Part III, SEC 23 but it also held the mental health of my children hostage to coerce me.

*In order to establish duress, there must be a wrongful act which deprives an individual of*

*the exercise of his free will. Central Bank v. Copeland, 18 Md. 305 (1862); Restatement (Second) of Contracts, §§ 316-318 (Tent. Draft No. 12, 1977); 13 Williston on Contracts, §§ 1606-1607 (3 ed. W. Jaeger ed. 1970). In Central Bank, supra, the Court stated the rule as follows:*

*"The element of obligation upon which a contract may be enforced springs primarily from the unrestrained mutual assent of the contracting parties, and where the assent of one to a contract is constrained and involuntary, he will not be held obligated or bound by it. A contract, the execution of which is induced by fraud, is void, and a stronger character cannot reasonably be assigned to one, the execution of which is obtained by duress. Artifice and force differ only as modes of obtaining the assent of a contracting party, and a contract to which one assents through imposition or overpowering intimidation, will be declared void, on an appeal to either a court of law or equity to enforce it. The question, whether one executes a contract or deed with a mind and will sufficiently free to make the act binding, is often difficult to determine, but for that purpose a court of equity, unrestrained by the more technical rules which govern courts of law in that respect, will consider all the circumstances from which rational inferences may be drawn, and will refuse its aid against one who, although apparently acting voluntarily, yet, in fact, appears to have executed a contract, with a mind so subdued by harshness, cruelty, extreme distress, or apprehensions short of legal duress, as to overpower and control the will." Id. at 317-18. (citations omitted). The Restatement (Second) of Contracts, supra, § 318 (2), speaks of the circumstances under which a threat is improper and may amount to duress:*

*"A threat is improper if the resulting exchange is not on fair terms, and*  
*(a) the threatened act would harm the recipient and would not significantly benefit the party making the threat, or*  
*(b) the effectiveness of the threat in inducing the manifestation of assent is significantly increased by prior unfair dealing by the party making the threat, or*  
*(c) what is threatened is otherwise a use of power for illegitimate ends." Eckstein v. Eckstein, 38 Md. App. 506, 512-13 (Md. Ct. Spec. App. 1978)*

- j) In this instant case, a) the Judge received no benefit but he was harming me and my minor children through anxiety for which the minor children attend therapy sessions (one of the children has been diagnosed with anxiety disorder), b) the Judge had been unfairly dealing with me using coercion for 12 months since the ruling from the bench, and c) ultimately used his power for illegitimate ends in depriving me of rights guaranteed to me by International Treaty and the Constitutions of the United States and the State of Maryland.

*In Bell, supra, we held that the relinquishment by a wife of her interest in jointly owned real estate worth \$210,000 for approximately \$45,000 in property and cash was not sufficient to make a settlement agreement between the husband and wife inequitable and unjust on its face. There, we distinguished the facts in Bell from Eaton v. Eaton, 34 Md. App. 157, 366 A.2d 121 (1976), where we set aside an agreement in which the wife surrendered her interest in property worth a quarter million dollars for \$4300. Eckstein v. Eckstein, 38 Md. App. 506, 512 (Md. Ct. Spec. App. 1978)*

- k) Likewise, in this instant case, I made an agreement with the judge for me to pay \$8,000 for the “privilege” of relinquishing my basic rights under International Law and the US constitution and of inadvertently acknowledging guilt regarding contempt based on a charge without merit. Agreeing to such a fine in a case with a dozen violations of state and federal Constitutions, legal precedent and rules makes sense only if I were being coerced under duress.
  - l) Seeing how my children were suffering as the BIA testified, the only recourse I had when dealing with unlawful judges like Judge Truffer was relocating to another state, which is what my legal counsel advised me to do.
  - m) Thus, Judge Truffer’s inactivity to the needs of my children was a major cause of my relocation to another state and the resulting contempt verdict.
  - n) But, a silver lining for Maryland was that I co-authored and advocated for the Child Abduction Prevention Act (2023 SB383 and HB267) signed by Governor Moore so that it would be easier for Maryland parents to get abduction protection for their children. (See letter from Delegate Cardin E.054 and picture E.011-I’m fourth from left in purple tie and my twin daughters are the blonds in the center of the back row.) No parent or child should have to go through what my family has endured with Judge Truffer.
- 3) **Judge Truffer held me in constructive civil contempt, yet did not produce a written order with a sanction, a purge provision or a design for coercing future compliance.**

*“Order. When a court or jury makes a finding of contempt, the court shall issue a written order that specifies the sanction imposed for the contempt. In the case of a civil contempt, the order shall specify how the contempt may be purged.” Rule 15-207 - Constructive Contempt; Further Proceedings, Md. R. Spec. Proc. 15-207(d)(2)*

- a) A purge provision is to “be designed to coerce the contemnor’s future compliance with a valid legal requirement”. *Breona C. v. Rodney D., No. 0299, September Term, 2021*
- b) After the Court’s December 14, 2021 ruling to relocate the children to New Hampshire, the Court no longer coerced me to live in Maryland nor to maintain the children’s school, pediatrician, or therapist in Maryland, despite having convicted me of contempt for doing so. He decided not to create a purge provision. *“So having found that and having found contempt, I am not imposing any sanctions and thus there is no purge provision.”* (E.213 p. 286 lines 16-18)
- c) It wasn’t a matter of Judge Truffer lacking knowledge of the law, for he considered a financial sanction or purge provision *“That doesn’t exclude any of the requests for financial, either attorney’s fees or other issues related to that.”* (E.213 p. 286 lines 18-20)  
Clearly, he deliberately decided not to follow the requirements of Maryland Rule 15-207(d)(2).
- d) Minutes later, the Court decided not to coerce me into compliance. Instead, it resolved the contempt condition by ordering that I should relocate the children to New Hampshire and change therapists, pediatrician, and school. Thus, the contempt had none of the three identified requirements of a ruling of contempt.
- e) Neither Judge Truffer nor any party cited any rule or case law which would have justified this deviation from Maryland case law.
- f) An Interim Custody Access Order was filed on December 21, 2021, putting this decision

in writing. (E.055-056) It additionally stated “*any sanction and/or purge provision are reserved until a hearing currently scheduled for February 14, 2022.*” (E.056 para. 6)

- g) On March 3, 2022, Judge Truffer finally decided on a fine as a purge provision.

However, he had already ordered me to move to New Hampshire, from the bench on December 14, 2021 and in his Interim Custody Access Order of December 21, 2021

(E.055-56) almost 3 months earlier than the fine was assessed. So, there was no longer a situation of contempt, so there should have been no purge provision.

- h) In *Breona C. v. Rodney D.*, 253 Md. App. 0299 (2021) the Court expressed in its Opinion;

*"An order holding a person in constructive civil contempt must: (1) impose a sanction; (2) include a purge provision that gives the contemnor the opportunity to avoid the sanction by taking specific action of which the contemnor is reasonably capable; and (3) be designed to coerce the contemnors future compliance with a valid legal requirement rather than to punish the contemnor for past, completed conduct."*

- i) From *Id.* 67, 74:

*"A written order making a finding of civil contempt must therefore "specif[y] the sanction imposed for the contempt," and "specify how the contempt may be purged." Md. Rule 15-207(d) ; see also Fisher v. McCrary Crescent City, LLC , 186 Md. App. 86, 120, 972 A.2d 954 (2009) ("Following a finding of contempt, the court must issue a written order specifying (1) the coercive sanction imposed for the contempt, and (2) how the contempt may be purged.").*"

- j) From *Bryant v. Social Services*, 387 Md. 30, 46 (Md. 2005):

*"[A] penalty for civil contempt, if it is to be coercive rather than punitive, must provide for purging; it must permit the defendant to avoid the penalty by some specific conduct that is within the defendant's ability to perform."*From *State v. Roll and Scholl*, 267 Md. 714, 728 (Md. 1973), *Jones v. Wright*, 35 Md. App. 313, 316 (Md. Ct. Spec. App. 1977), *Middleton v. Middleton*, 329 Md. App. 627 (1993), *Lynch v. Lynch*, 342 Md. 509, 519 (Md. 1996), *Dodson v. Dodson* , 380 Md. 438, 448, 845 A.2d 1194 (2004), *Bahena v. Foster*, 164 Md. App. 275, 286 (Md. Ct. Spec. App. 2005):

*"A civil contempt proceeding is intended to preserve and enforce the rights of private parties to a suit and to compel obedience to orders and decrees primarily made to benefit such parties. These proceedings are generally remedial in nature and are intended to coerce future compliance. Thus, a penalty in a civil contempt must provide for purging."*

- k) Thus, the Court was not legally correct when it held me in constructive civil contempt and did not produce a written order with a sanction, a purge provision, or a design for coercing future compliance.
- l) Then, knowing the rules about appeals, the Court disabled my ability to obtain my Constitutional rights in any Court of appeal by changing the judge's coercing my agreement to accept the chamber ruling into a settlement between parties.
- 4) **On December 14, 2021, Judge Truffer ruled I was in constructive civil contempt for a past action, moving to New Hampshire, instead of for a present condition**

*"Ms. LaBrie has brought it with the argument that Mr. LaBrie by moving to New Hampshire has violated the Court's order, consent order dated May 14th, 2021. And in viewing that, I have absolutely no hesitation in agreeing with that and finding Mr. LaBrie in contempt." (E.212 p. 284 line 5-9)*

  - a) It is important to note that Judge Truffer's statement was categorically untrue. Ms. LaBrie never brought such argument. Such an argument was never presented before Judge Truffer uttered these sentences.
  - b) Maryland Rule 15-207(d)(2) provides that when the Court holds a contemnor in constructive civil contempt, it must coerce future compliance, not punish past action, i.e., my moving to New Hampshire.
  - c) Breona C. v. Rodney D., 0299 (2021), the Court expressed in its Opinion;

*"An order holding a person in constructive civil contempt must: (1) \*\*\* (2) \*\*\* and (3) be designed to coerce the contemnors future compliance with a valid legal requirement rather than to punish the contemnor for past, completed conduct."*

*"The coercive mechanism of an order of constructive civil contempt is the imposition of a sanction that the contemnor is able to avoid by taking some definite, specified action of which the contemnor is reasonably capable."*
  - d) From *Bryant v. Social Services*, 387 Md. 30, 46 (Md. 2005):

*“[A] penalty for civil contempt, if it is to be coercive rather than punitive, must provide for purging; it must permit the defendant to avoid the penalty by some specific conduct that is within the defendant's ability to perform.”*

- e) Furthermore, the Court did not order me to return from New Hampshire. Instead, the Court found that it was in the children’s best interest to relocate them to New Hampshire with me and to find therapists, a pediatrician, and a school in New Hampshire.

- f) While criminal contempt can punish past misconduct, civil contempt cannot.

*“On the other hand, the penalty imposed in a criminal contempt is punishment for past misconduct which may not necessarily be capable of remedy. Therefore, such a penalty does not require a purging provision but may be purely punitive .”*

*‘If the punishment is coercive and the contemnors carry "the keys of their prison in their own pockets" it is civil but if the sanction is to punish it is criminal. Shillitani v. United States, supra.’ State v. Roll and Scholl, 267 Md. 714, 728, 729 (Md. 1973)*

- g) From *Breona C. v. Rodney D.*, 253 Md. App. 67, 73-74 (Md. Ct. Spec. App. 2021):

*“[T]he purpose of civil contempt is to coerce present or future compliance with a court order, whereas imposing a sanction for past misconduct is the function of criminal contempt.” Dodson v. Dodson , 380 Md. 438, 448, 845 A.2d 1194 (2004) (“[T]he law concerning contempt is clear, and [ ] the purpose of civil contempt is to coerce present or future compliance with a court order, whereas imposing a sanction for past misconduct is the function of criminal contempt.”).*

- h) *In re Nevitt*, 117 F. 448, 461 (C.A.8th Cir. 1902), civil contempt

*"is essentially a civil remedy designed for the benefit of other parties and has quite properly been exercised for centuries to secure compliance with judicial decrees."*

- i) Thus, the Court was not legally correct on December 14, 2021, when it held me in constructive civil contempt for a past action, transferring to New Hampshire.

- j) Later, knowing the rules about appeals, the Court disabled my ability to obtain my Constitutional rights in any Court of appeal by changing my coerced March 3, 2022 agreement from acceptance of the chamber ruling into a settlement between parties.



- 5) **Judge Truffer did not have me presented with my contempt charge of relocating to New Hampshire at least 20 days before the hearing as required by Maryland Rule 15-206 (c)(2). This prevented me from preparing a defense.**
- a) Neither Ms. La Brie nor the Court informed me prior to the Hearing of December 14, 2021 that I was being accused of contempt for the act of relocating to New Hampshire, nor because my relocating required the court to make changes in the court order regarding pediatrician, therapists, and school. Rather, these accusations were created by the Court after all testimony had been completed.<sup>1</sup>
- b) Ms. La Brie never claimed that the act of my relocating violated the Court's order, not even in her section "**CHANGE OF RESIDENTIAL ADDRESS**" of the Amended Petition for Contempt which testifies against any such ruling of contempt by stating that I had indeed notified her of my change of address.
- "52. The Consent Order dated October 21, 2016 requires that "each of the parties shall keep the other party informed of a change with respect to their residential address."*  
\*\*\*
- "55. Although **the Plaintiff notified** Ms. LaBrie of a change in address..." (E.131-132)*
- c) Judge Truffer stated,
- "Ms. LaBrie has brought it with the argument that Mr. LaBrie by moving to New Hampshire has violated the Court's order, consent order dated May 14th, 2021. And in viewing that, I have absolutely no hesitation in agreeing with that and finding Mr. LaBrie in contempt." ( E.212 p. 284 line 5-9)*
- d) Judge Truffer knew this was categorically untrue when he said it.
- e) In fact, Ms. La Brie's attorney denied that she was charging me with contempt for

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<sup>1</sup> Ms. La Brie didn't mention these in the Petition for Contempt of September 21 (R.2570) or Amended Petition for Contempt of November 12 (E.121-134).

moving to New Hampshire.

*MR. NOWAK: "We didn't think he was actually going to take the children to New Hampshire. But if he goes, that's up to him. Where the children go, that is not."* (E.144 p. 10 lines 16-18)

*"There was no expectation that he was actually going to be taking the children. Whether he goes is fine."* (E.147, p. 25 lines 20-22)

*"But now if he had moved, fine."* (E.148, p. 26 line 23)

*"So his moving to earn more income is fine. He has a [C]onstitutional right to do that."* (E.148 p. 29 lines 8-9)

- f) Thus, the Court was not legally correct on December 14, 2021 when it held me in constructive civil contempt when I hadn't been given the required 20 days' notice of the charges against me, depriving me of my opportunity to prepare my defense.
- g) Later, knowing the rules about appeals, the Court disabled my ability to obtain my Constitutional rights in any Court of appeal by changing my coerced March 3, 2022 agreement from acceptance of the chamber ruling into a settlement between parties.
- 6) **Judge Truffer did not cite any clear order requiring me not to relocate to New Hampshire prior to finding me in contempt as required by Maryland Rule 15-206 requiring a violation of a clear order requiring the other party to do something. He communicated that he was in favor of the relocation and then entrapped me, a practice that is illegal in the law enforcement community**
  - a) The Court stated, *"Mr. LaBrie by moving to New Hampshire has violated the Court's order, a consent order dated May 14th, 2021."* (E.212, p. 284 line 6-7)
  - b) The order does not address the matter of relocation (except to permit it when the parties notify each other) and nowhere did Ms. La Brie claim that my moving to New Hampshire

violated the consent order. Thus, I retain my Constitutional right to relocate as Ms. La Brie's own attorney testified. (See the previous Section regarding Maryland Rule 15-206 (c)(2)).

- c) The hearing of February 25, 2021 resulted in the Consent Order of May 14<sup>th</sup>, 2021 to which I was ruled to be in contempt. All parties knew that I was actively looking for a job outside the state. My lawyer had told me to announce it to Ms. La Brie so that she could not claim to have been surprised. This, I did on January 12, 2020. (E.012).
- d) In that hearing, Judge Truffer held many hours of private meetings and negotiations with Ms. La Brie off the record and not in my presence where she could have informed Judge Truffer of my New Hampshire job search with the Court.
- e) Ms. La Brie could have inserted in the Consent Order of May 14<sup>th</sup>, 2021 a prohibition of such a relocation if she opposed it. She did not.
- f) Then, on June 9, 2021, Ms. La Brie escalated conflict with a Motion to Enforce Consent Order (E.013-017) to try to prevent the children from going to Scout summer camp because part was during her custody time. Without a hearing, the Court  
*“ORDERED, that both parties shall abide by the terms of their Consent Order and shall conduct themselves so as to advance the interests of the Minor Children; (E.118 para. 3)*
- g) “Advance” is an active verb, indicating that the Court wanted the parties to be proactive instead of reactive while staying within the confines of the written Court orders.
- h) In her Motion for Immediate Appropriate Relief, filed on September 21, 2021 (E.075 p. 5 Para D.), Mrs. La Brie requested that the Court “Issue an Order that the Plaintiff is prohibited and enjoined from removing the minor children from the State of Maryland pending further order of this Court” and Judge Truffer ignored the request. Instead, the

Court **cancelled** a hearing scheduled to occur only 8 days later.

- i) I believe that a reasonable person would understand that the Court supported his relocation when;
  - i) within seven days of my Motion to Consolidate, the Court **replied favorably** to me with an Order on September 14, 2021 (E.018), to postpone the hearing set for September 29, 2021 indefinitely, i.e., to a date after I reported to work in New Hampshire; and
  - ii) the Parties received no response to Ms. La Brie's Motion for Immediate Appropriate Relief, filed on September 21, 2021, meaning **she was denied** her requested relief, including that the Court "[i]ssue an Order that the Plaintiff is prohibited and enjoined from removing the minor children from the State of Maryland pending further order of this court," (E.075 para. D.)
- j) So, while the Court responded favorably in seven days to my request to consolidate a hearing, it did not respond to Ms. La Brie's Motion to enjoin until the hearing, three months later. Any reasonable person would interpret this set of actions as my lawyer and I did: the Court was facilitating the relocation.
- k) The children, the therapists and the BIA favored the relocation. (E.213, p. 288, line 17-24) Relocation would reduce conflict.
- l) The Court never tried to coerce me to obey the court order regarding relocation (which is the purpose of a purge provision), not in the hearing that it had scheduled for September 29, 2021 but cancelled, not in the hearing on December 14, 2021, and not in the hearing of March 3, 2022.
- m) Everyone involved in this case facilitated the move (including Ms. La Brie who omitted

any prohibition in the Consent Order), as it would bring peace to a high-conflict custody situation and prosperity to the family.

- n) By deliberately canceling the hearing that was to allow the Court to guide the Parties and ignoring Ms. La Brie's request to plan another, Judge Truffer facilitated the transfer to New Hampshire that he later both condoned and declared to be contempt. In the law enforcement community, this is called "entrapment". It's illegal for police to entrap someone into breaking a rule, but Judge Truffer seems to feel this is ethical.
- o) It is unethical for a judge to communicate approval of an action and then punish the person for doing what he approved instead of taking responsibility for his decision or indecisiveness. It is a conflict of interest for a judge to facilitate disobedience and unlawfulness, since it frustrates the citizenry and it increases unrest and criminal activity. It gives the unjustly convicted victims the idea that "I've done the time, so I'd might as well do the crime."
- p) Thus, the Court was not legally correct on December 14, 2021, when it held me in constructive civil contempt "by moving to New Hampshire."

*"Under Maryland Rule P4, An Alleged Contemnor Proceeded Against For Constructive Contempt Is Entitled To Receive Service Of A Show Cause Order Issued By The Court Stating The Time And Place Of Hearing, Allowing A Reasonable Time For The Preparation Of The Defense, And The Essential Facts Constituting The Contempt Charged."*

- q) Later, knowing the rules about appeals, the Court disabled my ability to appeal this by changing my coerced March 3, 2022 agreement from acceptance of the chamber ruling into a settlement between parties.

- 7) **Judge Truffer ruled that I was in contempt based on my relocating to New Hampshire, and that basis denies me of my Constitutional right under the Privileges**

**or Immunities Clause Amendment XIV, Section 1, Clause 2.**

- a) Judge Truffer heard numerous arguments by Ms. La Brie that I **had** the constitutional right to move to New Hampshire. Instead of proposing that I was in contempt, Ms. La Brie's attorney said in the hearing that my relocation is "up to him", "fine", and my "Constitutional right".

*MR. NOWAK: "We didn't think he was actually going to take the children to New Hampshire. But if he goes, that's up to him. Where the children go, that is not."* (E.144 p. 10 lines 16-18)

*"There was no expectation that he was actually going to be taking the children. Whether he goes is fine."* (E.147, p. 25 lines 20-22)

*"But now if he had moved, fine."* (E.148, p. 26 line 23)

*"So his moving to earn more income is fine. He has a [C]onstitutional right to do that."* (E.148 p. 29 lines 8-9)

- b) Later, knowing the rules about appeals, the Court disabled my ability to obtain my Constitutional rights in any Court of appeal this by changing my coerced March 3, 2022 agreement from acceptance of the chamber ruling into a settlement between parties.
- 8) **Having already heard from opposing counsel that I could not be denied my Constitutional right to relocate Judge Truffer based contempt not on any action of mine as required by Maryland Rule 15-206 which says: "(b) Who May Initiate: (2) Any party to an action in which an alleged contempt occurred."** Rather, it was based on the future rulings that the Court would have to make out of the best interest of the Minor Children.

- a) The Court ruled:

*"The order requires that the children not be taken from their therapist and as it turns out, that's exactly what has happened. The Maryland therapist cannot practice in New Hampshire."* (E.212 p. 284 lines 14-17)

- b) This **is not due to my action** but a due to law in New Hampshire.
- c) There is no such order requiring “*that the children not be taken from their therapist*”. In fact, the order gives me the authority regarding change in therapists and gives a procedure for changing therapists.

*“The minor children shall continue therapy with their current therapists, \*\*\* If in the future, there is a need to **change a therapist**, the parties shall jointly discuss the selection of the therapist, but Father shall have tie-breaking authority”* (E.046, para. 9, emphasis added)

- d) The May 14, 2021 order was the first custody order after Ms. La Brie had “fired” one therapist “before the pandemic” (E.152, p. 44 line 6). The provision in the May 14, 2021 order supported my request to reinforce my decision that the therapists not be fired by Ms. La Brie at that time.
- e) Contrary to Judge Truffer’s statement, he had heard testimony from A.L.’s therapist that I had **not** changed her therapist and that she could continue depending on the Court’s decision.

*MR. NOWAK: So, if [A. L.] was living primarily in Maryland, she could continue seeing you, right?*

*[THERAPIST]: If scheduling permitted and she was predominantly living in Maryland, yes.* (E.148 p. 67 lines 8-9, see errata page E.231.)

- f) Later, the Court seemed to determine that it, not I, would be deciding whether the therapist continues treating the child:

*THE COURT: Given the fact **if** [A. L.] is in New Hampshire, you will not be able to continue therapy with her, how do you believe she would, she's likely to react to that, changing therapists, a very close intimate relationship?* (E.203, p. 69 lines 1-4)

- g) It wasn’t my action that meant that the child would start with a new therapist. It would take an action of the Court. Furthermore, the therapist was supportive of the change for

the sake of less conflict in the child's life

- h) The other therapist said that Ms. La Brie had already “fired” her, (E.152, p. 44 lines 6-7)  
so it was Ms. La Brie's action, not mine, that was in contempt of the Consent Order.
- i) The Court ruled “*It's unrealistic to think that the children will be coming back and forth from New Hampshire every time they need to visit a doctor.*” (E.212 p. 284 lines 18-20)
- j) Relocating the girls to New Hampshire was not my action but that of the Court.
- k) The Court Order states, “*The parties shall continue with the same **pediatrician** for the children.*” (E.022, para. (4) and E.047, para. 10 d., emphasis added) There is no requirement in any order for the children to be treated by doctors only in Maryland.
- l) Moreover, Ms. La Brie proposed a solution to preclude the Court from a ruling of contempt.  
“NOWAK: *Well, Ms. LaBrie could get insurance for the children, correct? That's not an issue.*” (E.176, p. 140 lines 15-16) This would have enabled them to continue with the same pediatrician even if they moved to New Hampshire. Judge Truffer turned down the offer to maintain the Court Order and then blamed it on me. Obviously, it wasn't important to the Judge, but he had some hidden agenda.
- m) In addition, there is no order that they see their pediatrician every time they need medical attention. Thus, this contempt is based not on my action but on what Judge Truffer considered “realistic” in the future after **Judge Truffer's action** moving the children to New Hampshire.
- n) Besides, children rarely see their pediatrician outside of their wellness visit. Sick children usually go to health clinics which are more convenient and less expensive. Thus, it **is** realistic for Ms. La Brie to take the children to the pediatrician once or twice during the 100 days throughout the year they are with her. However, I was unable to address this



issue because I had not been informed of this contempt charge prior to the Hearing. (See Section 5.)

- o) Another basis of contempt was:

*“The idea that the children had to stay at their current middle school and attend high school within 35 miles of Reisterstown, Maryland unless otherwise agreed was completely ignored by Mr. LaBrie”.* (E.212 p. 284 lines 21-25)

- p) Ms. La Brie’s own lawyer testified that the Minor Children were still enrolled in Baltimore County Public Schools and attending there the very day Judge Truffer declared me in contempt.

*MR. NOWAK: So the children today, Your Honor, are in their seats in their Baltimore County [P]ublic [S]chools. They are here. Mr. LaBrie brought them back. Ms. LaBrie took them back to their schools and they were there yesterday and they are there today.*

*THE COURT: This is at Franklin Middle?*

*MR. NOWAK: And Deer Park Middle.*

*THE COURT: Okay.*

*MR. NOWAK: But they are both in school.*

*THE COURT: That's right.* (E.148, p. 27 line 14 – p. 28, line 3)

\*\*\*

*MR. NOWAK: [T]he Baltimore County school system has not transferred the transcript [to New Hampshire]* (E.148 p. 28 line 20, emphasis mine)

- q) Judge Truffer could not possibly claim that he didn’t hear this testimony, for he himself was in the dialog.
- r) So, I had not removed them from their middle school. This contempt is not based on my action of me but the *idea* that Judge Truffer had for their future best interest after he rules on my motions.

- s) Regardless, the Court did not advise me what the charges would be (see Section 5) and did not allow me to testify in my defense (see Section 12). It is unlawful for a Court to hold one party in contempt a **future** action of the Court or another party.
  - t) Later, knowing the rules about appeals, the Court disabled my ability to obtain my Constitutional rights in any Court of appeal by changing my coerced March 3, 2022 agreement from acceptance of the chamber ruling into a settlement between parties.
- 9) **Judge Truffer did not follow Maryland Statute Family Law Article §9-106 Para. (a) (4) states that “*the court shall set a hearing on the [relocation] petition on an expedited basis.*” yet it cancelled a scheduled hearing and two months passed before I relocated without the Court giving any specific guidance.**
- a) I made every effort to indicate my intentions, as much as 2 years before transferring.
  - b) The Court made no effort to inquire or express their displeasure until after I sold my house and transferred to New Hampshire. It did not even follow Maryland Statute Family Law Article §9-106 (a)(4).
  - c) It is unethical to facilitate the relocation by canceling a hearing, entrap me and then punish me.
  - d) Later, knowing the rules about appeals, the Court disabled my ability to obtain my Constitutional rights in any Court of appeal by changing my coerced March 3, 2022 agreement from acceptance of the chamber ruling into a settlement between parties.
- 10) **On March 3, 2022, Judge Truffer ruled I was in constructive civil contempt for relocating to New Hampshire which had already been completed by that date.**
- a) As discussed previously, Maryland Rule 15-207(d)(2) provides that when the Court holds a contemnor in constructive civil contempt, it must coerce future compliance, not punish

past action.

- b) On December 14, 2021, when the Court ruled that the children were to move to New Hampshire (E.215, p. 294, line 11) and transfer to new a new school, pediatrician, and therapists, the Court's accusations of contempt had already been remedied. The Court made no new allegations of contempt at the March Hearing and I was in full compliance.
- c) The Minor Children had started their new school in December, 2021, and with their new pediatrician on February 8, 2022.
- d) Minor Child A. L. had started therapy with Doris Kendall in March 2022.<sup>2</sup>
- e) At the March 3<sup>rd</sup> hearing, in chambers, my attorney advocated my innocence (both present and past) and attempted to convince the Court that I should be awarded attorney's fees. While the Court wouldn't entertain discussion of the legality of the contempt, my attorney got caught up in a hearing lasting several hours over the amount of the purge provision.
- f) The written order assessing the \$8,000 purge provision was not issued until April 19, 2023. At that time, the contempt had been remedied by the Court 13 (thirteen) months before.
- g) Thus, the Court was not legally correct on March 3, 2022 when it imposed a purge provision, since the Court had effectively remedied the contempt by ordering me to relocate the children to New Hampshire and to transfer to new a new school, pediatrician, and therapists, and this was accomplished.
- h) Later, knowing the rules about appeals, the Court disabled my ability to obtain my

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<sup>2</sup> Minor Child I. L.'s resumption of therapy was delayed beyond March, at least partly due to the Court having to intervene and issue an order on March 2, 2022 giving me full authority to choose the therapist due to Ms. La Brie's disrupting the selection process. (See Order E.020)

Constitutional rights in any Court of appeal by changing my coerced March 3, 2022 agreement from acceptance of the chamber ruling into a settlement between parties.

11) **Held me in constructive civil contempt for making the Court revise an order when Maryland Statute Family Law Article §8-103 (a) authorizes and encourages the Court to change a custody agreement when it is in the best interest of the children and there exists a significant change in circumstances. Yet, we didn't advance these arguments in the hearing because the charge was not made prior to the hearing.**

a) The Court ruled that I was in contempt because my actions required the Court to modify an order as if child custody were a binding contract between the Parties that the Court isn't authorized to modify. Rather, Maryland Rules authorizes changes and Maryland case law supports changes.

b) Maryland Statute Family Law Article §8-103 (a) says:

*“The court may modify any provision of a deed, **agreement, or settlement** with respect to the care, custody, education, or support of any minor child of the spouses, if the modification would be in the best interests of the child.”* (Emphasis added)

c) Ms. La Brie's attorney stated,

*MR. NOWAK: \*\*\* “The parties agreed to share physical custody and legal custody and if there is going to be is a change in circumstance, **Your Honor can modify that as well.**”* (E.118 line 22, emphasis added)

d) Legal custody regarding residency, secondary school plans and pediatrician had not changed since the Custody Settlement of October 21, 2016. At that time, the Minor Children were only beginning third grade.

e) In the ensuing five years, the children became teenagers, and significant changes occurred in the community (the court mentioned the differences in COVID restrictions between the

two states that remained 10 months after the last hearing (E.213, p. 289, lines 12 - 16)).

f) Regardless of whether the time since the last change is 61 months or 3 months, there is no Court Rule, law, nor agreement between the parties that requires a waiting period from a previous order before a party is permitted to significantly advance the interests of the children and request a modification.

g) In *Schaefer v. Cusack* 124 Md. App. 307 (1998), the Court recognized that the best interest of the child changes over time. It advised against Court Orders attempting to look into the future and remaining static, and advised in favor of orders that change in response to a child's best interest, specifically citing changes in residence as an example.

*"the best interest of the child can be determined better at the time a relocation is proposed than in an attempt to look into the future and to say now that the best interest of the child requires a present determination that a separation of the parents by more than forty-five miles would have an adverse effect upon the child."* *Id* at 307

h) *In re the Marriage of Bard*, 603 S.W.2d 108, 109 (Mo.App. 1980) the Court ruled,

*"In our highly mobile society it would be unrealistic to inflexibly confine a custodial parent to a fixed geographical area if removal to another jurisdiction was consistent with the best interests of the minor child."* *Kline v. Kline*, 686 S.W.2d 13, 17 (Mo. Ct. App. 1985) and *Galeener v. Black*, 606 S.W.2d 245, 251 (Mo. Ct. App. 1980) also quote *In re the Marriage of Bard*, 603 S.W.2d 108, 109 (Mo.App. 1980) .

i) Of special concern to the Court in the instant case was the impact of the conflict between the parents on the children's mental health.

THE COURT: *"You are fighting fights that you started ten years ago. \*\*\* and it can only injure, and I use the term, injure, your daughters. The longer it goes on, the more it happens, they feel it. \*\*\*that is very much at the heart of the problems that have brought the parties into court here."* (E.213, p. 290, line 24 – p. 291, line 12)

j) Then, Judge Truffer's Court Order of July 16, 2021 ordered the parties to *"advance the interests of the Minor Children"* (E.118 para. 3) The interest of the Minor Children was advanced with the relocation by reducing conflict over education and extra-curricular

activities. Relocating the children to New Hampshire also would provide the children with a better education (E.210 p. 276 line 23 – 25), more extracurricular opportunities (E.213, p. 289, lines 7-17), more consistent therapy, (E.152, p. 44, lines 6-7) and desired physical distance from conflict with Ms. La Brie.

- k) The clear message from the Court was that it wanted the conflict to end because it was injuring the children. The Court understandably doesn't want to oversee coparenting, but it also refused to appoint a mediator, reinforcing the relocation as the last remaining option that the Court was encouraging to reduce the conflict.
- l) By Maryland case law, parents incapable of communicating and reaching shared decisions, as in the instant case, are poor candidates for joint legal or physical custody.

***“Capacity of the Parents to Communicate and to Reach Shared Decisions Affecting the Child's Welfare. This is clearly the most important factor in the determination of whether an award of joint legal custody is appropriate, and is relevant as well to a consideration of shared physical custody. Rarely, if ever, should joint legal custody be awarded in the absence of a record of mature conduct on the part of the parents evidencing an ability to effectively communicate with each other concerning the best interest of the child, and then only when it is possible to make a finding of a strong potential for such conduct in the future.” Taylor v. Taylor, 306 Md. 290, 304 (Md. 1986)***

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*“In the unusual case where the trial judge concludes that joint legal custody is appropriate notwithstanding the absence of a "track record" of willingness and ability on the part of the parents to cooperate in making decisions dealing with the child's welfare, the trial judge must articulate fully the reasons that support that conclusion.*

*“Willingness of Parents to Share Custody. Generally, the parents should be willing to undertake joint custody or it should not be ordered.” Id. at 307*

- m) *Taylor v. Taylor* at 305 cites *Kline v. Kline*, 686 S.W.2d 13, 16 (Mo.App. 1984) where the Missouri Appeals Court implemented sole custody over joint custody noting that *‘the potential for cooperation in joint decision making was far outweighed by evidence of*

*power struggles and hostility” between the parents.’*

- n) *Taylor* also cited *Turner v. Turner*, 455 So.2d 1374, 1380 (La. 1984)” which replaced joint custody with sole custody because the “*parties [were] unable to settle their differences amicably, or to insulate the children from their battles.”* (*Taylor op cit.* at 306)
- o) *Taylor* also cited *Heard v. Heard*, 353 N.W.2d 157, 161-62 (Minn. App. 1984) where the Court of Appeals of Minnesota

*‘found that the trial judge erred in awarding joint legal custody and divided physical custody when testimony at trial “revealed two people who were unable to communicate and whose negotiations even on such matters as telephone calls by the children sometimes resulted in abusive behavior.”’* (*Taylor op. cit.* at 306)

*“A second important factor to consider in determining whether joint physical care is in the child's best interest is the ability of spouses to communicate and show mutual respect. Hynick, 727 N.W.2d at 580; Ellis, 705 N.W.2d at 101; ; Iowa Code§ 598.41(3)(c)” In re Marriage of Hansen, 733 N.W.2d 683, 698 (Iowa 2007)*

*“Third, the degree of conflict between parents is an important factor in determining whether joint physical care is appropriate. Joint physical care requires substantial and regular interaction between divorced parents on a myriad of issues. Where the parties' marriage is stormy and has a history of charge and countercharge, the likelihood that joint physical care will provide a workable arrangement diminishes.” In re Marriage of Hansen, 733 N.W.2d 683, 698 (Iowa 2007)*

*“In short, a stormy marriage and divorce presents a significant risk factor that must be considered in determining whether joint physical care is in the best interest of the children. The prospect for successful joint physical care is reduced when there is a bitter parental relationship and one party objects to the shared arrangement.”Melchiori v. Kooi, 644 N.W. 2d 365, 368 (Iowa Ct. App. 2002) Burkhart v. Burkhart, 876 S.W.2d 675, 680 (Mo.Ct.App. 1994)*

*“The preference for joint custody as stated in section 452.375 “is not that of a forced joint custody in order to induce the parents to find a common ground.’ . . . Rather, it is a preference `in favor of parents who show the willingness and ability to share the rights and responsibilities of child-rearing even after they have dissolved the marriage.” In re Marriage of Johnson, 865 S.W.2d 417 (Mo. Ct. App. 1993) (quoting Margolin v. Margolin, 796 S.W.2d 38, 49 (Mo.App. 1990)).”Burkhart v. Burkhart, 876 S.W.2d 675, 680 (Mo.Ct.App. 1994)*

- p) *Beck v. Beck*, 86 N.J. 480, 432 A.2d 63, 71-72 499 (1981) stated that one criterion in

deciding whether joint custody is appropriate is that “*the judge need only determine if the parents can separate and put aside any conflicts between them to cooperate for the benefit of their child.*”

q) In *Mastropole v. Mastropole*, 181 N.J.Super. 130, 436 A.2d 955, 959-60 (1981) the court **reversed** an award of joint custody because the standards of *Beck* had not been met. Also the evidence showed the parents were “*unable to isolate their personal conflicts from their roles as parents.*”

r) In *Massman v. Massman*, 749 S.W.2d 717, 720 (Mo. Ct. App. 1988), the Court stated,

“*The best interests of the child are not served by a court directing or ordering “cooperation” and “communication” and “joint decision-making.”*”

“*The court's consideration of N.J.S.A. 9:2–4 factors should include relevant factors concerning ...and evidence of parental non-cooperation, see Beck, supra, 86 N.J. at 499, 432 A.2d 63.*” *R.K. v. F.K.*, 96 A.3d 291, 297 (App. Div. 2014)

s) In the instant case, the BIA testified, “*Communication clearly is a problem between the two of those people and I think we also saw it today through Ms. LaBrie’s testimony.*” (E.210, p. 275, line 7)

t) And Judge Truffer testified, “*The ability of the parents to co-parent is a significant question. Communication is very difficult.*” (E.214, p. 293, line 23)

u) Seldom does the history of charge and countercharge reach the level this case does. By Ms. La Brie’s calculation, this case had cost me “200 thousand dollars.”<sup>3</sup> (E.197, p. 223, line 22). The conflict was only costing Ms. La Brie one third the rate due to the Baltimore County Lawyer Referral Service Reduced Fee Family Law Program. (E.120, para. 2, submitted with his Motion on October 21, 2022) So, the Baltimore County Bar

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<sup>3</sup> The actual figure is considerably higher, but we will accept this for the sake of this argument.



Association was fueling the fire that was warming their lawyers' pockets.

- v) So, I was acting in the children's best interest when the relocation to New Hampshire would finally put the custody decision in the Court's hands to rule for sole custody. Yet, Judge Truffer violated all Maryland case law by maintaining joint custody. Yet, I did not present these arguments because Judge Truffer did not reveal the contempt charge that he had created in his head until after the hearing, a hearing where I had been prevented by the BIA of defending myself of this charge. (See the following Section.)
- w) Thus, the Court was not legally correct in holding me in constructive civil contempt for putting the Court in a position that would necessitate a modification of the order about schooling, therapists, and pediatrician when
  - i) Maryland Statute Family Law Article §8-103 (a) clearly authorizes and encourages the Court to modify a custody agreement when it is in the best interest of the children and a significant change in circumstances exists
  - ii) Maryland case law advises against future-looking orders and against joint custody when at least one party refuses to co-parent and
  - iii) The signals from the Court would indicate to the reasonable person that it was approving the relocation.
- x) Later, knowing the rules about appeals, the Court disabled my ability to obtain my Constitutional rights in any Court of appeal by changing my coerced March 3, 2022 agreement from acceptance of the chamber ruling into a settlement between parties.

**12) Denied me my Constitutional right to due process and to defend myself in Court.**

- a) At the contempt hearing of December 14, 2021, I was never asked to defend my decision to relocate to New Hampshire and there was no testimony about said decision.<sup>4</sup> There was no reason for my attorney to bring it up because I was never charged with this contempt. Furthermore, Ms. La Brie's attorney testified in favor of my Constitutional right to relocate. (See Section 7) So, if both parties agreed that I was innocent, there was no reason to argue it in Court.
- b) When the topic came up regarding the provisions of the relocation came up, the BIA objected to my testifying and Judge Truffer sustained his objection. Thus, the BIA prevented me from defending against the action that the Court found in contempt.

*"[Mr. Nowak:] Well, Ms. LaBrie wanted that provision in there, right?"*

*"MR. ALCARESE: Objection, getting into settlement discussions and the purposes of language that was included in the court order."*

*"THE COURT: Okay. Sustained." (E.172, p. 124, lines 11-16.)*

- c) Consequently, I was convicted without due process of law. Thirdly, in *Bahena v. Foster*, 164 Md. App. 275, 276 (2005), the Court expressed in its Opinion; *"Civil contempt must be proven by a preponderance of the evidence."*
- d) No evidence was given that I was ever informed that I could not move out of the state. In fact, all parties knew I was looking for a job out of the state and had been offered a position, yet the settlement was mute to addressing this issue. A key point of the negotiations between the three attorneys in Judge Truffer's chambers is that there would

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<sup>4</sup> The provisions regarding the school and pediatrician were part of the original custody order filed November 4, 2016 (E.021, para. (1)). At the Hearing of February 25, 2020 I requested all the legal custody provisions be included in the May order, as the Court said, *"For purposes of completeness"* and **not** as a renewal of an agreement between the parties. (E.119, lines 3-14)

be no prohibition of my accepting a job offer and relocating out of state. Of course, none of this could be brought up in court without the BIA's objection that this was part of negotiation and therefore not to be mentioned.

- e) Later, knowing the rules about appeals, the Court disabled my ability to obtain my Constitutional rights in any Court of appeal by changing my coerced March 3, 2022 agreement from acceptance of the chamber ruling into a settlement between parties.
- f) As an Army officer, I served to protect the Constitutional and human rights of citizens on both sides of the bench. In return, from the bench, Judge Truffer coerced me to relinquish my rights of a fair trial, of knowledge of my charges, of due process and of the opportunity to defend myself.

12) **Judge Truffer facilitated conflict in the family which damaged the children.**

- a) In the Court's Co-parenting class which the Court prescribed that Ms. La Brie and I attend, the facilitators said that the Baltimore County Circuit Court was striving to promote joint custody over sole custody. While my lawyer at the time told me I had a good chance to get sole custody, I chose to give my children more of a relationship with their mother and I consented to joint 50-50 custody.
- b) I knew the only way to make joint custody work was by having a mediator. The therapists tried to serve as peacemakers and Ms. La Brie had conflicts with them. (E.152, p. 44 line 6; E.190, p. 275 lines 17-23)
- c) Hoping to end the conflict and litigation, I submitted motions to appoint mediators (a Parenting Coordinator on June 13, 2018 (E.135-137) and April 10, 2019 (E.039 Request I.)) Even a therapist recommended, *"If you do not have a mediator, I recommend the use*

*of one*” (E.019 penultimate paragraph), which was Enclosure C to the July 28, 2020 BIA request. Judge Truffer denied the requests for a peace keeper and mediator.

- d) After Judge Truffer denied requests for this kind of peace keeper, I submitted motions to appoint a different kind, a BIA, on April 10, 2019 (E.039 Request H.) on July 11, 2019 (E.222-227) and on July 28, 2020, which finally prevailed 6 months later, only one month before the hearing to decide custody. Thus, he was appointed not to bring peace to a conflict but to declare the victor.
- e) All the while that Ms. La Brie was advocating joint custody, she was opposing all efforts to make it successful, including opposing a Parenting Coordinator (E.228-230), the children’s therapists, and the BIA. The Court dismissed it. (E140)
- f) The Court denied all my requests for peaceful intervention and granted all Ms. La Brie’s opposition to the same until it appointed the BIA on January 5, 2021 (E.168-170).
- g) Then, at the Hearing of December 2021, my Attorney brought up the parenting coordinator request several times, even suggesting the BIA for the job.

*MS. BELL: [The proposed custody schedule] “also requires some cooperation as the girl’s schedule increases, it may not be able to set the date and say, every third weekend, it may have to be –*

*THE COURT: Who determines that?*

*MS. BELL: Well, gosh, if only we could have a parenting coordinator and that was heard in my client’s testimony he wished that. I don’t know if we can engage Mr. Alcarese for the rest of his life.” (E.171, lines 11-19)*

- h) Instead of treating the request for the BIA to serve as a Parenting Coordinator as a serious request, the Court joked about the conflict.

*“THE COURT: Because it strikes me as an exception maybe about as big as New Hampshire itself.” (E.171, line 20)*

- i) Ms. Bell returned to the subject:

*“Again unless there is some man in the middle that is able to make that decision [about cooperation over the girls’ schedule] and I am sure the Court doesn’t want to be that decision maker –*

*“THE COURT: You are exactly right on that.” (E.172 line 3)*

- j) When Ms. Bell made an extended pitch for a therapist as mediator, the Court responded with a dismissive *“Thank you, Ms. Bell.”* (E.172, line 19)

- k) Thus, it became clear that the only road to peace the Court left was my relocation to New Hampshire.

13) **Judge Truffer did not follow Maryland Rule 9-205.1 to appoint and use the Children’s Attorney. Judge Truffer did not permit the intervention of the BIA for a later Motion regarding telephone usage, which allowed him to ignore the requests of the Minor Children’s therapists.**

- a) Being unsuccessful in getting a Parenting Coordinator as a mediator, I next tried a Child’s Attorney

b) **Maryland Rule 9-205.1. APPOINTMENT OF CHILD’S ATTORNEY (b) Factors**

*In determining whether to appoint an attorney for a child, the court should consider the nature of the potential evidence to be presented, other available methods of obtaining information, including social service investigations and evaluations by mental health professionals, and available resources for payment. Appointment may be most appropriate in cases involving the following factors, allegations, or concerns:*

- 1. request of one or both parties;*
- 2. high level of conflict;*
- 3. inappropriate adult influence or manipulation;*
- 4. past or current child abuse or neglect;*
- 5. past or current mental health problems of the child or party;*
- 6. special physical, educational, or mental health needs of the child that require investigation or advocacy;*
- 7. actual or threatened family violence;*

8. *alcohol or other substance abuse;*
9. *consideration of terminating or suspending parenting time or awarding custody or visitation to a non-parent;*
10. *relocation that substantially reduces the child's time with a parent, sibling, or both; or*
11. *any other factor that the court considers relevant.*

- c) Judge Truffer already had turned down my previous attorney's requests for a best interest attorney (BIA) despite the case qualifying through factors, allegations or concerns #1, #2, #4, #5, and #7. (E.049-052)
- d) This provided Ms. LaBrie the confidence that the children's best interests would not be represented and that my Motion for Change of Custody would be denied. This facilitated the conflict, harm, and exorbitant cost (\$200,000 according to Mrs. La Brie and \$300,000 by my calculations) of getting Judge Truffer to hear from the children's perspective what was in their best interest.
- e) This cost put me in debt by tens of thousands of dollars. And, due to miscalculated child support levels, I was unable to pay it off.
- f) This required me to seek a higher paying job offer that came from New Hampshire.
- g) So, it was Judge Truffer's refusal to follow this Rule that caused the action he ruled as contempt.
- h) Then, on February 16, 2023, on behalf of the Minor Children's therapists, I submitted a Motion to Modify Phone Provisions to reduce their mandatory phone calls with their mother and make their participation in the calls more optional. I simultaneously submitted a motion to engage the BIA to represent the Minor Children and provide confidentiality to the therapists. (E218-221) Judge Truffer denied the motion to engage the BIA, despite the fact that factor #10 had been added to factors #1, #2, #4, #5, and #7.

- i) So, the Minor Children and their therapists were unrepresented and Mr. Nowak misrepresented to the Court that I was the initiator of these actions, so I dropped the motion having been denied the necessary evidence to defend myself.

**14) Refused to enforce Consent Orders or reduce conflict.**

- a) I attempted to end the conflict with Ms. La Brie in the best interest of the children. First, I made several attempts to get the Court to appoint a Parenting Coordinator. (See Section 12.) Those motions were denied. Then, I tried to get a Best Interest Attorney. (See Section 13.) Those motions were denied.
- b) Lastly, I tried to limit the amount of e-mail between Ms. La Brie and me. I gave significant concessions to add “*Generally, email should be limited to one per week unless involving an emergency health care situation of the minor children*” to the May 14, 2021 Consent Order. (E.046 para. 8)
- c) I asked my lawyer to submit a Motion for Contempt when Ms. La Brie repeatedly didn’t comply.
- d) My lawyer once again echoed that skepticism that Judge Truffer would uphold it and advised against the Motion. I couldn’t believe this level of corruption could exist when I had made concessions to the opposition to get the e-mail limitation. That fueled my sense of injustice and was one of the final straws that I had to leave the State of Maryland to blow the whistle on the corruption and not pay the penalty for it.
- e) If a judge issues an order, he should expect to uphold that order or he should not deceive the parties into thinking he will by signing his name on it.
- f) In an effort to enforce the order, at the hearing of December 14, 2021, I submitted an e-mail which showed that she had sent 25 e-mails in a week, (E.139) which is 25 times the

amount permitted.

g) Judge Truffer's response was

*The ability of the parents to co-parent is a significant question. Communication is very difficult. A brief review of any of the e-mails between the parties is to be witnessed as a sooner or later kind of petty communications and nitpicking and the kind of I would say gotcha communications where, you know, Mr. LaBrie says, well, you going to get one e-mail here this week, so I can't respond to it. Well, that's not in the best interests of the girls. If it is indeed something that needs to be resolved, then resolve it. No order can be so comprehensive as to control every communication, every aspect of two parents' lives. At some point, the parents have to take it upon themselves to put aside their egos, to put aside what they believe their own personal hurt is, to act in the best interests of the children. And if that means that's two e-mails in a week, then it's two e-mails in a week.*

h) Ms. LaBrie was not asking for "something that needs to be resolved" but for the reason the girls didn't go to softball practice. The event had passed and there was nothing left to resolve. This meant that waiting until the next weekly e-mail wouldn't have changed anything. Ms. La Brie was creating the conflict that Judge Truffer was facilitating and I was trying to end. Of course, reducing conflict, reduces legal fees and ultimately reduces caseload and Judge Truffer's job security. This flagrant contempt for the consent order that the Judge signed was a major reason why my legal counsel felt I needed to relocate out of state.

i) If Judge Truffer wants citizens not to hold their orders in contempt then he shouldn't either. A judge should be held accountable if he co-signs the agreement but doesn't enforce it.

j) I gave up considerable concessions for that provision in the Consent Order and Judge Truffer conned me into believing his signature meant he would enforce it.

On this 24<sup>th</sup> day of March, 2025, I, LAURENT J. LA BRIE, II, being over the age of eighteen, and competent to testify as to the facts asserted herein of my own personal knowledge,



information and belief affirmatively represent: I SOLUMNLY SWEAR AND AFFIRM under the penalties of perjury that the foregoing statements are true and correct to the best of my knowledge, information, and belief.

Respectfully Submitted,

A handwritten signature in dark ink, appearing to read 'Laurent J. La Brie', is written over a horizontal line.

---

Laurent J. La Brie, Complainant  
11 Northwest Lane  
Sunapee, NH 03782  
914-419-4253  
ljlabbrie@gmail.com

LAURENT J. LA BRIE, II	*	IN THE
PLAINTIFF/PETITIONER	*	CIRCUIT COURT
VS.	*	FOR
AURELIA D. LABRIE	*	BALTIMORE COUNTY
DEFENDANT/RESPONDENT	*	CASE NO: 03-C-14-013990

\* \* \* \* \*

**MOTION TO RECONSIDER MONETARY ASSESSMENT OF MARCH 3, 2022**

Now comes Plaintiff, **LAURENT J. LA BRIE, II**, (hereinafter "Plaintiff") pro se. who respectfully files this Motion to Reconsider based on Md. R. Civ. P. Cir. Ct. 2-535(b) "*On motion of any party filed at any time, the court may exercise revisory power and control over the judgment in case of fraud, mistake, or irregularity.*" In support thereof, the Plaintiff avers the following:

1. In this Motion, Plaintiff is going to use the characterization of "irregularity" because he believes that "fraud" and "mistake" have negative connotations that he doesn't believe apply to Judge Truffer in this case. Plaintiff has no evidence that the irregularities were intentional.

2. After the hearing of April 29, 2021, His Honor issued an order on May 14, 2021 (Enclosure A) (hereinafter, referred to as "the 2021 Consent Order") which stated in paragraph 6c, "*the court shall issue a separate order providing additional security for the prompt and safe return of the minor children from any international travel.*" (That order is hereinafter referred to as "the Lien Order".)

3. A hearing was held on December 14, 2021 to discuss child custody due to Plaintiff's move to New Hampshire. A supplemental Custody and Support Order was entered on March 4, 2022 based on that hearing.

4. A hearing was held on March 3, 2022 to discuss, among other things, payment of legal fees during the period August 2021 to March 2022. Honorable Judge Keith Truffer presided.

5. The Lien Order was not produced by June 2, 2022, on which day Plaintiff wrote a letter to Judge Jakubowski requesting her intervention.

6. This Honorable Court appointed a Special Master to draft the Lien Order on June 9, 2022.

7. A Supplemental Custody Order – Lien Securing Travel (the Lien Order) was entered on July 1, 2022

8. Plaintiff filed a Request for Recusal of Judge Keith Truffer on October 20, 2022.

9. Defendant filed a Defendant Query Regarding Hearing of March 3, 2022 and Regarding Plaintiff's Petition for Recusal dated October 21, 2022 where she requested that the Court produce the Order from the hearing of March 3, 2022 and reported that the Plaintiff had not made any payments without an Order. Plaintiff was awaiting the order before filing the present Motion and he would need the Court to produce a written order to present to his creditors in order to renegotiate debt repayments, since he and the children are living paycheck to paycheck in order to avail the children of the opportunities they want and deserve.

10. Defendant also asked the Court, "please provide me appropriate court notification requiring my appearance" [for the hearing scheduled for December 14, 2022.] Plaintiff realized at that time that Defendant hadn't been properly served the Show Cause Order. He apologizes for his misinterpretation of the Show Cause Order. Defendant has since accepted service.

#### IRREGULARITY #1: DELAY IN LIEN ORDER

11. The Constitution of the State of Maryland, Part III, SEC. 23. says,

*"The Judges of the respective Circuit Courts of this State shall render their decisions, in all cases argued before them, or submitted for their judgment, within two months after the same shall have been so argued or submitted."*

12. The Lien Order was orally ruled from the bench on February 25, 2021, yet the Special Master wasn't appointed until June 9, 2022, over 15 (fifteen) months later. Three weeks after the Special Master was appointed, on July 1, 2022, the Order had been drafted and issued by Judge Truffer.

13. The Lien Order was of utmost concern for the Plaintiff and according to the BIA, a concern for the minor children. The Plaintiff had spent hundreds of thousands of dollars to safeguard them and calm their anxiety. Rather than being able to put this issue to rest, Plaintiff felt it would be re-adjudicated each time the Court was involved in the case. Meanwhile, the Defendant had nothing further at risk since the Court had ruled against her.

14. In fact, when the Court wrote its June 9, 2022 Opinion (Exhibit B), it stated:

*"At the request of Mr. LaBrie and Mr. Alcarese, the Best Interest Attorney, the court has previously agreed to appoint a special master to draft a form of lien to be recorded on Mrs. LaBrie's Maryland real property. The lien will attach during the periods of time when she travels out of the country with the minor children. The lien is intended to act as an incentive to Mrs. LaBrie to return the children to the United States. The lien will be removed upon her return. Such a lien will be incorporated in an order supplementing the existing custody order and is based upon findings of fact made by the court in its February 25, 2021 oral opinion.*

***Since it was initially discussed**, there has been considerable court activity in this case involving multiple hearings, orders and findings, including **a finding of contempt against Mr. LaBrie** for relocating the minor children from Maryland to New Hampshire, in direct violation of the court's Custody Order of May 14, 2021."* (Emphasis added.)

15. Clearly, the Court had been using "court activity" **after** the ruling to influence its production of an order reflecting said ruling. This substantiates Plaintiff's sense during those 15 months that he experiencing coercion (believed to be unintentional and unknowing) by the

Court into silence and acquiescence in the matters outlined below, including accepting the additional irregularities and the assessment of \$8,000.

#### IRREGULARITY #2: FINDING OF CONTEMPT

16. In the Hearing of December 14, 2021, the Court opined that the Plaintiff was in contempt for relocating the children to New Hampshire.

17. Defendant had never filed such an accusation. In fact, Paragraph 52 of Defendant's Amended Petition for Contempt (Exhibit C) describes the procedures outlined in the orders for the Parties to use to change their residences stating that he was required to report a change of his address to the Defendant. Then paragraph 55 states that he fulfilled that requirement.

18. Neither was Plaintiff allowed to speak after His Honor initialized such an accusation.

19. Although Plaintiff didn't relocate the children, neither did His Honor state where in the multiplicity of Orders such an action would be prohibited. Thus, the Plaintiff had no basis from which to produce a defense. As Plaintiff wrote in his Request for Recusal, (Exhibit D) which he incorporates into this Motion by reference, he outlined how everything he did followed the letter and spirit of every paragraph of the 4 custody orders from the bench. (Paragraph 17 of Exhibit D) It would be highly irregular for the Court to create a prohibition and to apply it retroactively.

20. In the hearing, His Honor correctly stated that removing the children from their school is prohibited and that there was no evidence that Plaintiff did this. Additionally, but unmentioned, there exists a prohibition from taking the children further than 60 miles from Reisterstown without notifying the other party. Plaintiff obeyed this provision, and Defendant registered no such complaint.

21. Plaintiff's Counsel called the contempt "a bone" the Court offered to placate the Defendant, and to preserve the decision for the children's sake. She told him to not object to this because the Lien Order was still pending. Taking away the offering for peace could anger

the bench and put the Lien Order at risk, so he indulged the Court.

22. At that time, Plaintiff believed that the Lien Order would be produced before the Court would hear argument for purging the contempt, at which time he would be permitted to present his defense.

23. Rather, three months later, the Court still hadn't produced the order by the March 3, 2022 hearing, so Plaintiff was still under coercion not to undermine the peace offering.

24. It never entered Plaintiff's mind that not only would he be paying that \$8,000 but also more legal fees to obtain the lien. Defendant filed an opposition to his letter on May 31, 2022, (Exhibit H) and later wrote that she wouldn't comply with the Special Master's Order, (Exhibit I) so Plaintiff had to pay an additional \$2,000 to be represented by Miriam Sievers. (Exhibit J)

25. If Part III, Sec. 23 had been followed, the Plaintiff could have objected to the charge of contempt, convinced the Court that the charge was without merit, or he could have preserved the peace offering and presented his case at the hearing against the assessment of the \$8,000 fee.

### IRREGULARITY #3: NO EVIDENTIARY HEARING

26. On March 3, 2022, it had been 12 months after the Court's ruling without the Lien Order's production.

27. Plaintiff flew from his home in New Hampshire for the March 3<sup>rd</sup> hearing because during the previous Zoom hearing on BIA's fees, there had been no way to confer privately with his attorney. Additionally, he had told his attorney that he didn't approve of his lawyers discussing his case in chambers, so he spent vacation time and money to be at the hearing.

28. At the March 3 hearing, legal counsels for Plaintiff and Defendant met in Judge's chambers and His Honor heard testimony from the two counselors. Plaintiff was not permitted to hear or participate in the hearing. No witnesses were called and to his knowledge and no

evidence was produced.

29. The first session between the Judge and the attorneys lasted about an hour. When Plaintiff's attorney told him of the discussion that had occurred, Plaintiff asked her why she had engaged in conversation when he had told her not to. She said that when a judge makes an invitation to chambers, lawyers don't refuse it. Plaintiff was furious and realized that any effort to sway the judge's opinion once it was fixed would compromise the Lien Order.

30. After several hours discussing in chambers, Plaintiff was told by his attorney that the Court thought that \$8,000 was a fair and reasonable award for Defendant's legal expenses. (Exhibit E) Thus, Plaintiff was (surely unintentionally and unknowingly) coerced by the Court under duress to accept the proceedings and the assessment of \$8,000 in order to save what should have already legally been his.

31. In the hearing, the earnings of the Parties were misrepresented. The transcript presented by the Defendant (Exhibit F) states that the Court (more likely, it was Defendant's Attorney) stated, "Ms. LaBrie makes approximately \$2,000 a month. Mr. LaBrie makes approximately \$10,000 a month." In fact, an apples to apples comparison (since Mr. La Brie pays a mortgage and Ms. La Brie was given her \$400,000 house debt free by Mr. La Brie) of gross incomes would require adding the before-tax mortgage payment. (Mr. La Brie's is \$2,200 after taxes for a \$330,000 loan.) Ms. La Brie's equivalent salary would have been \$4,500 a month and Mr. La Brie's was actually \$9,300. (Enclosure G)

32. Defendant also had about \$35,000 in retirement assets five years ago, which has probably grown to \$50,000 or more. (Exhibit unavailable because she wouldn't release her records in Discovery as Plaintiff did.) So, almost half a million dollars in assets and a \$50,000 annual salary is enough to finance an \$8,000 financial obligation.

33. Then, the transcript shows that the Defendant's Attorney was allowed to present the ruling as if it were an agreement instead of the Court's assessment after hours of private

deliberation. It seems irregular to say that lawyers debating for hours in front of a judge who produces an assessment of \$8,000 is an agreement between parties. Nor would someone expect the outcome to be different if an already biased judge has to spend more hours (with the Plaintiff funding both attorneys) hearing the case again. As shown in the transcript (Exhibit F p. 7), the Court did not ask the opinions of the parties. Yet, Plaintiff's hands were tied from objecting to these irregularities, also.

34. Plaintiff could not express the level of anger and injustice that he felt because of the gag that this violation of the State Constitution put on him.

#### IRREGULARITY #4: DEFENDANT'S ATTORNEY'S FEES

35. Defendant's contract with her Attorney was for \$100 an hour. (Exhibit K)

36. During discovery, Plaintiff asked for Mr. Nowak's bills and any updated contract with the Defendant to be presented.

37. No updated contract was presented. No bills were presented until just 7 days before the hearing on March 3, 2022. Plaintiff still had time to notice that, in violation of the contract, the hourly rate had been doubled retroactively, making his total bill \$16,000 instead of \$8,000. (Exhibit L)

38. In the closed doors hearing between the lawyers and judge, Plaintiff's Attorney asked about this discrepancy and Mr. Nowak reportedly gave the excuse that he had doubled the rate was because the Plaintiff had filed a complaint against Mr. Nowak with the Grievance Commission. Exhibit M shows one of the grievances Plaintiff filed regarding Mr. Nowak's disenrolling the girls from their tutoring school. Plaintiff had enrolled them so they would have something to fall back on when Mr. Nowak and the Defendant succeeded in disenrolling them from the BCPS school. Defendant later complained to the Court about their enrollment in this school. (Exhibit N) Had Mr. Nowak succeeded in removing the children from their schooling arrangement, the Parties would have been forced to break the custody order and be in



contempt. Furthermore, the children's education would have suffered another disruption.

39. Mr. Nowak reportedly told His Honor that the Commission found no misconduct. In fact, the Grievance Commission did not investigate the issue. (Exhibit O)

40. Mr. Nowak's raising his rates due to his recognizing an increased risk of liability implies that there was a potential finding of misconduct if the Grievance Commission were to investigate.

41. The Court used the \$16,000 figure and found Plaintiff liable for half of that, which is actually the full bill that the Defendant was under contract to pay him. Defendant didn't pay half her \$90,000 bill during the divorce, so it is unlikely she will pay the half not required by her contract or anything if she obtains the \$8,000.

42. By adding the grievance surcharge, the Court is placing a highly irregular financial punishment on the Plaintiff for requesting an ethical investigation of a fellow lawyer and is a way for Mr. Nowak (who earns much more than the Plaintiff) to receive financial compensation for his legal representation.

#### CONCLUSION

43. These irregularities are justification for reconsideration under Md. R. Civ. P. Cir. Ct. 2-535(b).

44. Now that Plaintiff no longer has the Lien ruling in jeopardy, he requests to have the legal fee assessment of \$8,000 heard by the Court.

45. It is unjust and not in the interest of the children to continue to turn to the Plaintiff to fund the Defendant's actions that have been adjudicated as not in the best interest of the children.

WHEREFORE, for all the foregoing reasons, Plaintiff requests that this Court

1. GRANT a hearing based on the merits;
2. GRANT such further relief as this Court deems appropriate.

Respectfully Submitted,



Laurent J. La Brie  
11 Northwest Lane  
Sunapee, NH 03782  
(914) 419-4253  
ljlabbrie@gmail.com

Plaintiff

**CERTIFICATE OF SERVICE**

I hereby certify that on this 27th day of October, 2022, a copy of the foregoing Motion to Reconsider was sent via electronic mail (MDEC) to:

Aurelia La Brie  
21 E. Cherry Hill Road  
Reisterstown, MD 21136

Defendant

William Alcarese, Esquire  
Alcarese Law, LLC  
1301 York Road, Suite 200  
Lutherville, Maryland 21093

Counsel for the Children



Laurent J. La Brie  
11 Northwest Lane  
Sunapee, NH 03782  
(914) 419-4253  
ljlabbrie@gmail.com

Plaintiff

From Susan Bell <susan@scblawfirm.com> 

 Reply

 Forward

 Archive

 Junk

 Delete

More 



To Laurent La Brie 

5/13/22, 17:20

Cc Susan Bell <susan@scblawfirm.com> 

Subject **RE: Motion for Counter-Motion**

Lary:

I hope that you are doing well. I have tried to call you several times but you have not answered or returned the calls.

As we talked about that day, the Court was not inclined to grant your fee request and was inclined to grant Aurelia's fee request. The Court thought that \$8,000 was a fair and reasonable amount, which was approximately 50% of her fees.

Have a good weekend!

---

**From:** Laurent J. La Brie [mailto:lj@liv-n-letliv.net]

**Sent:** Friday, May 13, 2022 3:24 PM

**To:** Susan Bell <susan@scblawfirm.com>

**Subject:** Re: Motion for Counter-Motion

Exh. 10

Susan,

Can you please clarify something? You told me in the 3/3 hearing that when you were in the back room, Nowak and you presented our cases in front of Judge Truffer, and at the end he said that I should pay \$8,000. You also said that you asked Judge Truffer about her paying my fees.

Both of these are true, right?

Lary

E.010



**Subject:** Opportunity  
**From:** "Laurent J. La Brie" <lj@liv-n-letliv.net>  
**Date:** 1/12/20, 13:33  
**To:** aurelia dogar <aurelia1465@gmail.com>

Hi Aurelia,  
I have been given the opportunity to work in Hanover, New Hampshire. The high school that the girls could go to is in the top 5% in the country. (SAT scores are 200 points higher than Franklin. See enclosed.)

Would you be willing to move there?

Please let me know promptly. If you need more time to decide, please let me know today when you can let me know.

Thank you.  
Laurent

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—Attachments:—

HHS\_Profile\_2019\_updated.pdf

74.5 KB

**LAURENT J. LABRIE II**

Plaintiff

v.

**AURELIA LABRIE**

Defendant

\* IN THE

\* CIRCUIT COURT FOR

\* BALTIMORE COUNTY

\* MARYLAND

\* CASE No.: 03-C-14-013990

\* \* \* \* \*

**MOTION TO ENFORCE CONSENT ORDER**

Now comes Defendant, Aurelia LaBrie, by and through her attorney, David D. Nowak, Esq., and the Law Office of David D. Nowak, LLC respectfully requests that this Honorable Court enforce the Consent Order Regarding Modification of Custody against the Plaintiff, Laurent J. LaBrie:

1. This Court entered a Consent Order Regarding Modification of Custody on May 14, 2021 in the above-captioned matter, among other things, modifying the parties' custodial schedule with the minor children, Anastasia and Isabella LaBrie, issues relating to legal custody, including extra curricular activities, vacations, and the parties' ability to communicate with the children when in the other parent's care.

2. Plaintiff failed to comply with this Court's Order and, instead, is scheduling activities with overnights during her custodial time with the children, restricted her ability to contact the minor children, and has notified Defendant of intention to take additional time from her this summer.

3. Pursuant to this Court's Order, the parties are to have a "week on, week off schedule from 9:00 a.m. Monday until the following Monday at 9:00 a.m." during the summer.

4. Defendant is scheduled to have custodial access with the children from July 5, 2021 through July 11, 2021. This will be the last opportunity for Defendant to spend time with the children until August 2, 2021, due to Plaintiff's scheduled vacation time with the minor children, which overlaps with Defendant's trip to visit her family in Moldova.

5. Although the week of July 5, 2021 is Defendant's custodial time with the minor children, Plaintiff unilaterally enrolled the minor children in a week-long overnight scout camp during that time without proper consultation with or approval by Defendant.

6. Defendant requested that they exchange custodial weeks, but Plaintiff refuses to do so, thus ensuring that Defendant will not see the minor children for five weeks, or until her next custodial week following her trip to Moldova.

7. This is all the more egregious as Plaintiff is the minor children's scout leader and will be attending the camp in that role. Therefore, Plaintiff will actually gain access time with the minor children, in addition to the week gained due to Defendant visiting her family overseas.

8. This is all the more egregious, as Plaintiff is the minor children's scout leader and will be attending the camp in that role.

9. Therefore, Plaintiff will actually gain access time with the minor children as follows:

- a. Week of June 28, 2021: Plaintiff's regular custodial time
- b. Week of July 5, 2021: Overnight scout camp, which Plaintiff will attend with children
- c. Week of July 12, 2021: Plaintiff's regular custodial time & Defendant's trip to visit family.

d. Week of July 19, 2021: Plaintiff's vacation week with minor children & Defendant's trip to visit family

e. Week of July 26, 2021, Plaintiff's regular custodial time

10. Defendant will have no access with the minor children for these five weeks.

11. In the months since the hearing in this matter, Plaintiff has repeatedly used his position as the minor children's scout leader to schedule scout activities during Defendant's custodial time, thereby further limiting her access time with the children and interfering with her relationship with the children. It is unclear if Plaintiff also had scheduling authority to schedule the scout camp on the week of July 5, 2021, during Defendant's custodial time.

12. Although the Court's Consent Order included provisions to allow the minor children to participate in extracurricular activities, this did not include eliminating any overnights with the minor children.

13. Further, it is disingenuous for Plaintiff to rely on the extracurricular provisions of the Consent Order when he leads and organizes the activity and has the ability to schedule it during his own custodial time.

14. It is, therefore, appropriate for this court to prevent Plaintiff from unilaterally scheduling the minor children for overnight activities during Defendant's custodial time and order him to schedule those activities that he leads or organizes, during his own custodial time. In the alternative, the Court should award Defendant makeup time with the minor children for any overnight activities scheduled by Plaintiff during Defendant's custodial time.

15. Additionally, Plaintiff refuses to replace Anastasia's cell phone, which due to its age, cannot support messaging applications that would allow Anastasia to communicate with her mother, such as Skype, Viber and WhatsApp. Plaintiff also fails to ensure that



Anastasia has her cell phone with her so that she and Defendant can at least communicate via phone or text message while Anastasia is in Plaintiff's care.

16. This restricts Defendant's ability to communicate with Anastasia, as she must rely upon other devices provided by Plaintiff or other family members, and further alienates the Defendant from her daughter.

17. Defendant has incurred attorney's fees in the drafting of this Motion.

WHEREFORE, Defendant respectfully requests that this Court:

A. Prohibit Plaintiff from scheduling overnight activities during Defendant's custodial time;

B. Prohibit Plaintiff from scheduling minor children's extracurricular activities during the Defendant's custodial time if he leads, organizes or otherwise has scheduling authority for said activity;

C. Award Defendant makeup custodial time with the minor children for any overnight activities scheduled by Plaintiff during Defendant's custodial time;

D. Order Plaintiff to pay to the Defendant attorney's fees associated with the drafting of this Motion; and

E. Grant such other relief as required by law or deemed necessary.

Respectfully submitted,

\_\_\_\_\_/s/\_\_\_\_\_  
David D. Nowak, Esquire  
Law Office of David D. Nowak, LLC  
300 East Joppa Road, Suite 305  
Towson, MD 21286  
(443) 470-9071  
davidnowak@davidnowaklaw.com  
CPF#: 0812170331

**AFFIDAVIT**

I, Aurelia LaBrie, affirm, under the penalties of perjury that the information contained in the foregoing Motion is true to the best of my knowledge and belief.

*Aurelia LaBrie*  
Aurelia LaBrie  
Defendant

**CERTIFICATE OF SERVICE**

This is to certify that on this 8<sup>th</sup> day of June, 2021, the foregoing was served via MDEC to:

Susan Carol Bell, Esq.  
The Law Office of Susan Carol Bell, LLC  
300 Redland Court, Suite 204  
Owings Mills, MD 21117  
*Attorney for Plaintiff*

William Alcarese, Esq.  
Alcarese Law, LLC  
1301 York Road, Suite 200  
Lutherville, MD 21093  
*Best Interest Attorney*

\_\_\_\_\_/s/\_\_\_\_\_  
David D. Nowak

LAURENT J. LA BRIE, II

Plaintiff

v.

AURELIA LA BRIE

Defendant.

\* IN THE  
\*  
\* CIRCUIT COURT  
\*  
\* FOR  
\*  
\* BALTIMORE COUNTY  
\*  
\* Case No. : 03-C-14-013990  
\*

\* \* \* \* \*

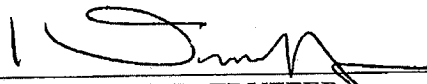
**ORDER**

Upon consideration of Plaintiff's Motion for Consolidation and Postponement, any opposition thereto, and for good cause appearing therefore, it is this 13th of September, 2021

ORDERED that Plaintiff's Motion for Consolidation and Postponement is GRANTED;

ORDERED that the Child Support Hearing set for September 29, 2021 at 10:00 a.m. is POSTPONED; and

ORDERED that the Child Support Hearing set for September 29, 2021 at 10:00 a.m. is CONSOLIDATED with Plaintiff's Motion to Modify Custody, Access Schedule and Child Support.



JUDGE KEITH R. TRUFFER  
CIRCUIT COURT FOR BALTIMORE COUNTY

Entered: Clerk, Circuit Court for  
Baltimore County, MD  
September 14, 2021



June 15, 2020

Dear Parents of Anastasia LaBrie,

The following is a letter detailing requests that I am making of both of you and I wanted you both to receive the same message. I want to first emphasize that the focus of our collaboration is to ensure that Ania gets the best treatment for behavioral and social/emotional challenges that she is dealing with. However, recently there has been numerous miscommunications and inflammatory statements made both verbally and via email that in my professional opinion stand in the way of effective treatment for Ania. One of the most important factors in the treatment of children is that their parents and treatment providers are on the same page and that everyone involved in treatment decision feels safe within the arrangement and free of fear that they will be misjudged or misrepresented. No therapeutic relationship with me or any other therapist will work if these issues are present.

Therefore, in order to move forward I am setting the following boundaries:

- Cease all email communication; do not forward or copy me on any email beginning today
- No communications about individual conversations with me to the other parent shall be tolerated as this has been demonstrated to result in damage to the therapeutic relationship due to misrepresentation
- I will not tolerate threats to take legal action against me or involving me
- I will not accept directives about what Ania is to focus on in therapy if they are not clinically indicated
- I will not participate in discussions about any topic that is not directly related to Ania's treatment plan
- I maintain the right to discontinue any conversations in which these boundaries are violated

It is my recommendation based on interactions with each parent that it is key that each of you practice effective communication with one another rather than making accusations or inflammatory statements. If you do not have a mediator, I recommend the use of one. I also recommend that you consider participating in co-parenting classes to improve your collaboration. The discourse in your relationship with one another directly impacts your child's mental health and I strongly recommend seeking assistance if you have not.

If the above stated boundaries are not respected, I will discontinue providing services to your family. As Ania's parents, you have the right not to accept the boundaries I have set in place above. If you wish to seek a new behavioral health provider for Ania, I will provide appropriate referrals. My hope is that we can move forward together with the same mission of improving Ania's quality of life.

Sincerely,

  
Tiffany Spaulding Wrona, LCSW-C

Manager of Behavioral Health

Chase Brexton Health Care – Randallstown Center

(410) 496-6441, ext. 3136

LAURENT J. LA BRIE, II

Plaintiff

v.

AURELIA LA BRIE

Defendant.

\* IN THE  
\*  
\* CIRCUIT COURT  
\*  
\* FOR  
\*  
\* BALTIMORE COUNTY  
\*  
\* Case No. : 03-C-14-013990  
\*


\* \* \* \* \*

**ORDER**

Upon consideration of Plaintiff's Motion for Immediate and Appropriate Relief to Permit Plaintiff to Retain Therapists for Minor Children, any opposition thereto, and for good cause appearing therefore, it is hereby

ORDERED that Plaintiff's Motion for Immediate and Appropriate Relief to Permit Plaintiff to Retain Therapists for Minor Children is GRANTED; and

ORDERED that Plaintiff may select appropriate therapists for the minor children on the conditions agreed upon by the parties at the February 10, 2022 hearing.

  
\_\_\_\_\_  
JUDGE KEITH R. TRUFFER  
CIRCUIT COURT FOR BALTIMORE COUNTY

March 2, 2022

\_\_\_\_\_  
Date

Entered: Clerk, Circuit Court for  
Baltimore County, MD  
March 4, 2022

LAURENT J. LABRIE, II

IN THE

Plaintiff/Counter-Defendant

CIRCUIT COURT

vs.

FOR BALTIMORE COUNTY

AURELIA LABRIE

Case No. 03-C-14-013990 DA

Defendant/Counter-Plaintiff

**CONSENT ORDER**

Both parties having reviewed the provisions of this Consent Order with the assistance of their attorneys and agreeing to the resolution of certain matters as set forth hereinbelow, it is this 21<sup>ST</sup> day of October, 2016, by the Circuit Court for Baltimore County,

**ORDERED**, that Plaintiff/Counter-Defendant, Laurent J. LaBrie, II (hereinafter sometimes referred to as "Father"), and the Defendant/Counter-Plaintiff, Aurelia LaBrie (hereinafter sometimes referred to as "Mother"), shall together have joint legal custody of their minor children, Anastasia LaBrie and Isabella LaBrie, and shall proceed as follows in that regard:

(1) The parties shall engage in good faith discussion with each other regarding matters of importance regarding the children, and if they still cannot reach agreement, Father shall have tiebreaker authority regarding education issues, except that, unless otherwise agreed by the parties, the children shall complete elementary school at their present elementary school and the children shall attend middle school and high school within thirty-five (35) miles of Reisterstown, Maryland, unless otherwise agreed by the parties;

(2) Mother shall have tiebreaker authority regarding religious issues (although each party may choose a church of their own preference for the children to attend when the children are with that party);

(3) In the event of an emergency health care situation with respect to either of the children the party with whom the child is with shall make the necessary decisions with respect to the emergency and notify the other party as soon as possible; and,

(4) The parties shall continue with the same pediatrician for their children, and if they do not agree as to any health care issue pertaining to either of the children they shall defer to the pediatrician as to that issue, with Father to have tiebreaker authority regarding healthcare issues where the children's health care provider does not indicate a preferred course; and it is further

**ORDERED**, that the parties shall have shared physical custody of the children in accordance with the following continuously repeating two (2) week schedule commencing Monday, September 19, 2016: Father shall have physical custody of the children on Monday until taking them to school (or if there is no school, until 9:a.m.) on Wednesday, Mother shall have then have physical custody of the children from Wednesday morning until Sunday at 12:15 p.m., and Father shall have physical custody of the children for the remainder of Sunday, and on the following week commencing September 26, 2016, Father shall have physical custody of the children on Monday until taking them to school (or if there is no school, until 9:a.m.) on Wednesday, Mother shall have then have physical custody of the children from Wednesday morning until Saturday at 9:00 a.m., and Father shall have physical custody of the children for the remainder of the weekend, and so on; and it is further

**ORDERED**, unless otherwise specified herein or otherwise agreed to by the parties, the receiving parent shall pick up the children from the other parent's residence absent unusual circumstances; and it is further

**ORDERED**, that the parties shall have the children with them during holidays and vacations as follows:

(a) during 2017 and odd numbered years thereafter Father shall have the children from

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Thanksgiving Day at 9:00 a.m. through the next day at 9:00 a.m., and during 2016 and even numbered years thereafter Mother shall have the children from Thanksgiving Day at 9:00 a.m. through the next day at 9:00 a.m.;

(b) during 2017 and odd numbered years thereafter Mother shall have the children from December 24 at 2:00 p.m. through December 25 at 2:00 p.m., and Father shall have the children from December 25 at 2:00 p.m. through December 26 at 2:00 p.m.; during 2016 and even numbered years thereafter Father shall have the children from December 24 at 2:00 p.m. through December 25 at 2:00 p.m., and Mother shall have the children from December 25 at 2:00 p.m. through December 26 at 2:00 p.m.;

(c) during 2017 and odd numbered years thereafter Mother shall have the children from December 31 at 9:00 a.m. through the next day (New Year's Day) at 11:00 a.m., and during 2016 and even numbered years thereafter Father shall have the children from December 31 at 9:00 a.m. through the next day (New Year's Day) at 11:00 a.m.;

(d) during 2016 and even numbered years thereafter Father shall have the children on Memorial Day and Halloween from 9:00 a.m. through the next day at 9:00 a.m., and Mother shall have the children on Easter Sunday, the Fourth of July, and Labor Day from 9:00 a.m. through the next day at 9:00 a.m.;

(e) during 2017 and odd numbered years thereafter Father shall have the children on Easter Sunday, the Fourth of July, and Labor Day from 9:00 a.m. through the next day at 9:00 a.m., and Mother shall have the children on Memorial Day and Halloween from 9:00 a.m. through the next day at 9:00 a.m.;



(f) each year Father shall have the children on Father's Day from 9:00 a.m. through the next day at 9:00 a.m., and each year Mother shall have the children on Mother's Day from 9:00 a.m. through the next day at 9:00 a.m.,

(g) and each year each party shall be entitled to have two weeks with the children during their summer school break (with those weeks to be either consecutive or non-consecutive, depending on the choice of that party), with Mother to have priority in electing her vacation weeks with the children in even numbered years, Father to have priority in electing his vacation weeks with the children in odd numbered years (although neither party shall be entitled to elect any vacation weeks which would include the Fourth of July), and each party to notify the other party of his or her vacation weeks with the children in writing on or before April 1 each year, and during each party's vacations with the children that party shall facilitate reasonable communication between the children and the other party via Skype or its equivalent; and it is further

**ORDERED**, that when there is a conflict in the custodial schedule for the children between the regular custodial schedule set forth above, and the holiday or vacation schedule set forth above, the holiday or vacation schedule shall take precedence; and it is further

**ORDERED**, that the parties may vary the custodial schedule for their minor children as they shall mutually agree, keeping in mind at all times that the best interests of their minor children is paramount; and it is further

**ORDERED**, that each of the parties shall have reasonable phone access (approximately fifteen minutes daily) when either or both of the children are with the other party, the privacy of such phone conversations between the children and their parents will be respected by the party who the child or children are with at the time, either party may supply the children with a cell phone to use to

facilitate such phone access, and the parties shall allow appropriate use of the cell phone by the children; and it is further

**ORDERED**, that each of the parties shall provide each other with notice of school events, extracurricular events, and health care appointments for the children within at least 48 hours of learning of the date and time, the parties shall alternate the scheduling of health care appointments for the children, except in cases of emergency and for health care appointments the parties shall coordinate with each other the scheduling of such appointments and events so that each can attend, and each party shall notify the other party as soon as possible in the event of any emergency; and it is further

**ORDERED**, that each of the parties shall refrain from making disparaging remarks about the other party in the presence of the children, neither party shall record by video or audio the other parent, and neither party shall interrogate the children regarding the other party; and it is further

**ORDERED**, that each of the parties shall be entitled to attend the children's extracurricular activities, regardless of which party has custody of the children at that time, each parent shall have authority to determine whether the children shall attend any extracurricular activities when the children are with that parent, and the parent who enrolls either or both of the children in any extracurricular activity shall pay the cost of same; and it is further

**ORDERED**, that each parent shall notify the other parent via text message prior to taking either or both of the children outside of the State of Maryland or more than sixty (60) miles away from his or her then current residence address of the travel and of the address and telephone number for each place the child or children will be staying during that trip, as well as with the identity of all traveling companions or any sponsoring organization; and it is further

**ORDERED**, that each party shall provide the other party with the phone number for any babysitter or child care provider utilized by that parent for the children; and it is further

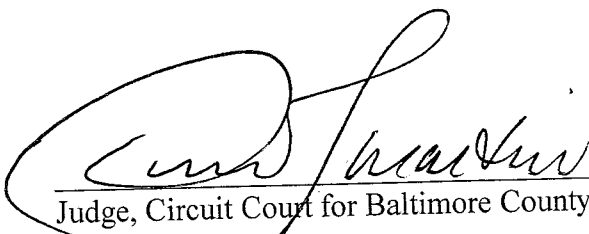
**ORDERED**, the children shall not be cared for in the residence of any person who lives with a registered sex offender; and it is further

**ORDERED**, that each of the parties shall keep the other party informed of a change with respect to their residential address, mailing address, personal e-mail address, work address, home phone number, and cell phone number; and it is further

**ORDERED**, that both parties shall inform the children's school of the address and cell phone number of each parent; and it is further

**ORDERED**, that neither of the parties shall apply for any foreign citizenship for either or both of the children without the written agreement of the other party; and it is further

**ORDERED**, the issue of whether either or both of the parties shall have sole legal custody of the parties' children for the purpose of applying for and obtaining a U.S. passport for each of the said children as well as for the purpose of applying for the renewal of any previously issued U.S. passports for the children, and then taking the children with him or her outside of the United States for vacation and/or to visit with family members who reside outside of the United States is hereby reserved for trial on the merits.

  
\_\_\_\_\_  
Judge, Circuit Court for Baltimore County

**True Copy Test**

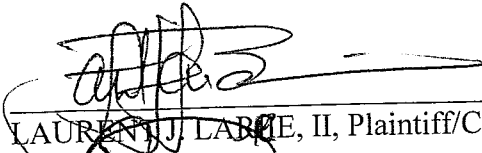
JULIE L. ENSOR, Clerk


Per \_\_\_\_\_


  
Assistant Clerk

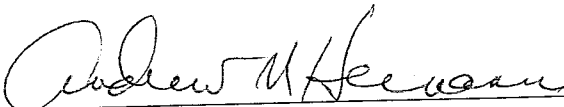
THE ABOVE CONSENT ORDER  
IS AGREED TO BY THE UNDERSIGNED:

---

  
LAURENT J. LABRIE, II, Plaintiff/Counter-Defendant

  
HENRY J. MYERBERG, ESQUIRE  
Attorney for Plaintiff/Counter-Defendant, Laurent J. LaBrie, II

  
AURELIA LABRIE, Defendant/Counter-Plaintiff,

  
ANDREW M. HERMANN, ESQUIRE  
Attorney for Defendant/Counter-Plaintiff, Aurelia Labrie

True Copy Test  
JULIE L. ENSOR, Clerk  
Per JBW  
Assistant

LAURENT J. LABRIE, II \* IN THE  
Plaintiff/Counter-Defendant \* CIRCUIT COURT  
vs. \*  
\* FOR BALTIMORE COUNTY  
AURELIA LABRIE \* Case No. 03-C-14-013990 DA  
Defendant/Counter-Plaintiff \*

\* \* \* \* \*  
**JUDGMENT OF ABSOLUTE DIVORCE**

This cause standing ready for hearing and being duly submitted, the proceedings were by the Court read and considered.

It is thereupon, this 21<sup>st</sup> day of March, 2017, by the Circuit Court for Baltimore County, **ADJUDGED AND ORDERED**, that the said **Laurent J. LaBrie, II**, the above named Plaintiff/Counter-Defendant be, and he is granted an **ABSOLUTE DIVORCE** from the Defendant/Counter-Defendant, **Aurelia LaBrie**; and it is further

**ORDERED**, that the Marital Settlement Agreement between the parties dated February 1, 2017, relative to child custody, child support, alimony, property rights, retirement assets, counsel fees, court costs, etc., be and the same is hereby approved and made a part of and incorporated in this Judgment, but not merged therein, having the same force and effect as if fully set forth herein; and it is further

**ORDERED**, that each of the above named parties, **Laurent J. LaBrie, II**, and **Aurelia LaBrie**, shall be permitted to travel outside of the United States with their above named children with or without the permission or agreement of the other party; and it is further

**ORDERED**, that each of the above named parties, **Laurent J. LaBrie, II**, and **Aurelia LaBrie**, shall provide the other party within ten (10) days of the request of the other party with the passports of their above named children in order to facilitate the requesting party's travel outside of the United States with their above named children; and it is further

**ORDERED**, that each of the above named parties, **Laurent J. LaBrie, II**, and **Aurelia LaBrie**, is hereby awarded custody of the above named children, namely, Anastasia V. LaBrie and Isabella E. LaBrie, each born April 23, 2008, for purposes of renewing the passports of the above named children, and is authorized to renew the passports of the above named children with or

890,  
DOLLEMAN, MICHAELE & ANDREW HERMANN

FILED MAR 22 2017

without the permission or agreement of the other party; and it is further

**ORDERED**, that the United States Department of State shall honor the custodian status of each of the above named parties, **Laurent J. LaBrie, II**, and **Aurelia LaBrie**, for purposes of renewing the passports of the above named children, and each of the above named parties, **Laurent J. LaBrie, II**, and **Aurelia LaBrie**, is authorized to renew the passports of the above named children with or without the permission or agreement of the other party; and it is further

**ORDERED**, that the United States Department of State shall only require the presence or the signature of one of the above named parties, **Laurent J. LaBrie, II**, and **Aurelia LaBrie**, for purposes of renewing the passports of the above named children or permitting the above named children to travel outside of the United States with or without the permission or agreement of the other party; and it is further

**ORDERED**, that the State of Maryland or any other state, commonwealth or possession of the United States shall have exclusive jurisdiction over the minor children in conformity with the Uniform Child Custody Jurisdiction Enforcement Act or, where applicable, its predecessor statute. No other jurisdiction shall have the authority to modify any custody decree of the United States concerning the children. The United States is declared to be the Habitual Residence of the minor children pursuant to the Hague Convention on the Civil Aspect of Parental Child Abduction and the parties further declare the provisions of the Hague Convention to be the principals of International Law that shall apply to any non-member of the Convention. Except for enforcement of this Judgment of Absolute Divorce, no party shall seek court intervention as to custody of the minor children from any court outside the United States unless both parties no longer reside in the United States; and it is further

**ORDERED**, that each party shall have the right to travel internationally with the minor children during their custodial time with the children pursuant to their Marital Settlement Agreement incorporated herein and subject to the following additional conditions:

a. The parent intending to travel with the minor children shall provide the other parent with notice of his or her intent to travel internationally with the children as soon as possible after the decision has been made. At least two (2) weeks prior to the commencement of any visitation which will include international travel, the parent traveling with the minor children shall provide the other parent with an itinerary which sets forth appropriate travel information (i.e., airline flight number,



hotel or accommodation information, etc.) and a telephone number for the minor children during the international travel at each location.

b. Prior to travel overseas, the traveling party will advise the other party all of the countries that will be visited.

c. Nothing shall bar the traveling parent from making changes to the international travel itinerary (as long as it does not change the departure and return date to Maryland) and so long as the traveling parent promptly notifies the other parent of the change.

d. The non-traveling parent shall have a means of communicating with the other parent and children at least one time during every 24 hour period (via Skype or telephone) while the children are traveling outside of the United States of America.

e. Neither party will travel with the minor children to a country for which the US Department of State has a travel warning in effect. If this provision is violated, that party shall lose international travel privileges.

f. Upon return to the United States, one of the children's passports shall be retained by each party. Passports will be renewed before expiring and will not be cancelled by either party. Each party shall promptly and fully cooperate with respect to the other party's efforts to renew the children's passports.

g. In the event either parent fails to return the children within 24 hours after their scheduled arrival date and time in the United States, absent exigent circumstances, that parent will be in default of this agreement with the following consequences:

(1). This provision shall constitute an immediate self-executing transfer of joint legal and physical custody to the sole custody of the non-defaulting parent;

(2). The defaulting parent shall be liable for all reasonable legal and personal expenses of the non-defaulting parent in seeking a return of the children, whether incurred in the United State or elsewhere.

(3). For civil litigation purposes, the defaulting parent will be deemed to have kidnapped the children under the laws of the State of Maryland, any successor state of residence of the children and the laws of the United States;

(4). Child support and alimony shall immediately terminate and said support shall not be recoverable.

h. For purposes of this Judgment of Absolute Divorce, exigent circumstances shall include:

1. Any delay in travel caused by an airline or other agency of travel such as a cruise line;
2. Any natural disaster;
3. Any governmental action which restricts travel (meaning, for purposes of this matter, some political decision, occurrence or other action which restricts travel; but not meaning any court involvement of a foreign jurisdiction in the custody of the children);
4. Serious illness of a child or the accompanying parent which would pose a danger to the children or parent if he or she were to travel;
5. A death of an immediate family member which occurs while the traveling parent and children are visiting the country where the immediate family member resides, but not resulting in a delay of more than one week; and
6. Grave and serious exigent circumstances which makes safe return travel impossible; and it is further

**ORDERED**, that the provisions of this Judgment of Absolute Divorce with respect to the children's passports and international travel shall remain in full force and effect until the children reach the age of eighteen (18) or a Court of competent jurisdiction modifies the terms hereof; and it is further

**ORDERED**, that the parties shall be responsible for health insurance and payment of uninsured health care costs incurred for the minor children as specifically set forth in the aforesaid Marital Settlement Agreement, subject to the continuing jurisdiction of this Court; and it is further

**ORDERED**, that **Laurent J. LaBrie, II**, the aforesaid Plaintiff/Counter-Defendant, shall pay child support directly to the Defendant/Counter-Defendant, **Aurelia LaBrie**, as contribution to the maintenance and support of the minor children in the sum of \$469.00 per month, payable on or before the first day of each month commencing February 1, 2017, and thereafter in the sum of \$504.00 per month, as more specifically provided in the aforesaid Marital Settlement Agreement, subject to the continuing jurisdiction of this Court; and it is further

**ORDERED**, that **Laurent J. LaBrie, II**, the aforesaid Plaintiff/Counter-Defendant, shall pay alimony to the Defendant/Counter-Defendant, **Aurelia LaBrie**, at the rate and for the period of time



specified in the aforesaid Marital Settlement Agreement, with the all of the provisions of that Marital Settlement Agreement regarding alimony being hereby approved and expressly incorporated herein; and it is further

**ORDERED**, that:

(1) If the aforesaid Plaintiff/Counter-Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, he shall be subject to earnings withholding; and

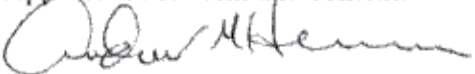
(2) The aforesaid Plaintiff/Counter-Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as his obligation to make payment of child support hereunder is in effect; and


(3) Failure to comply with paragraph (2) above will subject the aforesaid Plaintiff/Counter-Defendant to a penalty not to exceed \$ 250.00 and may result in his not receiving notice of proceedings for earnings withholding; and it is further,

**ORDERED**, that the aforesaid Plaintiff/Counter-Defendant shall pay any open costs of these proceedings.

  
JUDGE, Circuit Court for Baltimore County

Approval as to form and content:

  
Andrew M. Hermann, Esquire  
Levy, Mann, Caplan, Hermann & Polashuk,  
LLP  
400 Redland Court, Suite 110  
Owings Mills, Maryland 21117  
Attorney for Defendant/Counter-Plaintiff,  
Aurelia LaBrie

  
Henry J. Myerberg, Esquire  
Jacobson & Myerberg, P.A.  
Suite 610, Nottingham Centre  
502 Washington Avenue  
Towson, Maryland 21204 LLP  
Attorney for Plaintiff-Counter-Defendant,  
Laurent J. LaBrie, II

LAURENT J. LABRIE, II

PLAINTIFF

VS.

AURELIA D. LABRIE

DEFENDANT

\*

IN THE

\*

CIRCUIT COURT

\*

FOR

\*

BALTIMORE COUNTY

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CASE NO: 03-C-14013990

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**AMENDED COMPLAINT TO MODIFY CUSTODY**

Plaintiff/Counter-Defendant, Laurent J. La Brie, II (hereinafter "Father"), by his attorneys, ~~Kathleen M. Webber and Parler & Webber, LLP~~, Christine Saverda Nielson, Esquire, and the Law Office of Christine Saverda Nielson, P.A., hereby files this Amended Complaint to Modify Custody and states:

1. Defendant/Counter-Plaintiff Aurelia La Brie (hereinafter "Mother") and Father are parents of two minor children, Anastasia V. La Brie born April 23, 2008 and Isabella E. La Brie born April 23, 2008 (twin girls who are at present age 10).

2. On October 21, 2016 the Court entered a Consent Order (hereinafter "Consent Order") granting the parties joint physical custody of their children such that the children rotate residence between the parties' households on a bi-weekly schedule. October 21, 2016, Consent Order at ¶ 2, p.

2.

3. The October 21, 2016, Consent Order at ¶ 2, p. 2. states:

The parties shall have shared physical custody of the children in accordance with the following continuously repeating two (2) week schedule commencing on Monday, November 16, 2015: Father shall have physical custody of the children on Monday until taking them to school (or if there is no school, until 9:00 a.m.) on Wednesday, Mother shall then have physical custody of the children from Wednesday morning until Sunday at 12:15 p.m., and the Father shall have physical custody of the children for the remainder of Sunday, and on the following week commencing November 23, 2015, Father shall have physical custody of the children on Monday until taking them to school (or if there is no school, until 9:00

a.m.) on Wednesday, Mother shall then have physical custody of the children from Wednesday morning until Saturday at 9:00 a.m., and Father shall have physical custody of the children for the remainder of the weekend and so on; if school begins after 9:00 a.m. on a Wednesday, Father shall have physical custody until the earlier of the time school begins or 3:00 p.m.

4. The Consent Order awarded the parties legal custody and states:

The parties shall engage in good faith discussion with each other regarding matters of importance regarding the children, and if they still cannot reach agreement, Father shall have tiebreaker authority regarding educational issues...; Mother shall have tiebreaker authority regarding religious issues...; ...if they do not agree as to any health care issue pertaining to either of the children they shall defer to the pediatrician as to that issue, with Father to have tiebreaker authority regarding healthcare issues where the children's health care provider does not indicate a preferred course;

5. The Consent Order also grants joint legal custody as to medical decisions to the parties with the requirement that if the parties cannot agree on a medical decision, they shall defer to the children's pediatrician, and only where the pediatrician does not state a preferred course does Father having tie-breaking authority on ~~education and~~ health care issues.<sup>1</sup> Father has tie-breaking authority on educational decisions. *Id.* at ¶ 1(4), p. 1.

6. The Consent Order further states that the parties shall "have reasonable phone access," that "either party may supply the children with a cell phone to use to facilitate phone access," and that "the parties shall allow appropriate use of the cell phone by the children." *Id.* at ¶ 7, pp. 4-5. Additionally, the parties are required to "provide each other with notice of school events [and] extracurricular events . . . within at least 48 hours of scheduling of health care appointments for the children." *Id.* at ¶ 8.

7. On March 22, 2017, the Court entered a Judgment of Divorce on behalf of the parties

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<sup>1</sup> That Consent Order was incorporated into the parties' Marital Settlement Agreement of February 1, 2017, which was in turn, incorporated within their Judgment of Absolute Divorce entered on March 22, 2017.

which incorporated the Consent Order.

8. In 2018, Father initiated mediation with Mother with the assistance of Kathleen Wobber, Esq. to attempt to reach an agreement to employ a Parenting Coordinator to reduce conflict and protect the children. Mother refused.

9. On June 13, 2018, Plaintiff filed a Petition to Appoint Parenting Coordinator. Defendant filed a Motion to Dismiss. The Court dismissed Plaintiff's Petition citing MD Rule 9-205.2(f).

10. Since the Judgment of Absolute Divorce, there have been material changes of circumstances warranting a change of custody. These changes include those set forth in this Motion.:

11. Since the entry of the Judgment of Divorce, Father has provided the ~~minor~~-children with cell phones for the purposes of communication with a parent while in the care of the other parent. However, Father has had protracted issues with Mother disallowing cell phone contact with the ~~minor~~ children while the ~~minor~~-children are in the care of the other party.

12. Since the entry of the Judgment of Divorce, the ~~minor~~-children's pediatrician has stated that she will not indicate a preferred course of treatment for mental health issues.

13. Since the entry of the Judgment of Divorce, the ~~minor~~ children have entered mental health therapy with Amy Rudich, LCSW-C. The minor children's therapist has regularly met with both Father and Mother, however, Mother has not been receptive to the therapist's intervention on issues of concern to the therapist.

14. Because the parties have joint legal custody, and because the pediatrician will not involve herself in mental health issues, there has been great difficulty in getting mental health treatment for the ~~minor~~ children as providers will not see the ~~minor~~ children without the approval of both parents and/or the recommendation of the ~~minor~~-children's pediatrician.

15. Since the entry of the Judgment of Absolute Divorce, Mother has expressed concerns

regarding Father's care of the ~~minor~~ children.

16. Since the entry of the Judgment of Divorce, Mother has discontinued the ~~minor~~ children's extracurricular activities during her custodial days.

17. Since the entry of the Judgment of Divorce, the parties have found that they are unable to effectively communicate and resolve their concerns. They have attempted to utilize their pediatrician and the ~~minor~~ children's therapist in this regard, but said providers are not empowered with the authority necessary to effectively assist the parties.

18. The issues noted herein, together with the parenting conflicts noted herein, are detrimental to the children and constitute a material change in circumstances necessitating a change in the current Order.

19. Subsequent to the Judgment of Absolute Divorce, questions have arisen about Mother's ability to adequately care for the health needs of the children.

20. Since the Judgment of Absolute Divorce, communication between the parties has become even more challenging.

21. Mother has started to deliberately deprive the children of the medical attention they need, including not giving them medication as prescribed by the pediatrician and other health care providers. This has negative short-term and long-term effects on the children's health and social and academic lives.

22. The Consent Order orders, "that each of the parties shall provide each other with notice of school events, extracurricular events and health care appointments within at least 48 hours of learning the date and time." Mother, after receiving recommendations from the pediatrician, has refused to share these with the Father.

23. Since at least December 2017, the children have been engaged in mental health therapy

with Amy Rudich, LCSW-C. For a short period of time, the children's therapist has regularly met with both Father and Mother. However, Mother has ceased participating and not been receptive to the therapist's intervention on issues of concern to the therapist and has not supported the therapy. Since Mother refuses to maintain a relationship with therapist, she is unable to address present or future problems with the children.

24. The children's therapist has identified issues with at least one child and despite being informed of this issue, Mother has not contacted Ms. Rudich to discuss the issue.

25. Mother has not accessed counseling to assist in learning healthy alternatives to manage her feelings around the children being away from her or with their father, nor has she worked with a trauma-focused counselor, as recommended in the Child Access Evaluation. Mother's anxiety has worsened causing emotional damage evident in the children. Mother consistently uses outbursts of anger and guilt to frighten, control and manipulate and is acrimonious when disagreed with, causing conflict with the children and disrupting their relationships with their peers.

26. Mother interrogates the children about their time with their Father causing them to cry and argue with her causing the children emotional distress. The interrogation is in direct violation of the Consent Order and is impacting the children's relationship with their Father, causing them to think their relationship with him is wrong, all of which causes emotional damage.

27. Mother has introduced reports to the Department of Social Services that are untrue, unfounded, slanderous and misleading. The Mother's anxiety demonstrated by these actions has been manifested in the anxiety and emotional damage of the children.

28. Defendant has begun to make reports to the pediatrician that are untrue, unfounded, slanderous and misleading. Father has had protracted problems getting information from Mother about the diagnostic and treatment advice the pediatrician has given the Mother about the children.

This negatively affects Father's relationship with the pediatrician and the health of the children.

29. In the Child Access Evaluation, Mother was warned that intruding on Father's parenting time was unwarranted and could generate anxious symptoms in the children (whining, crying, and screaming). Mother has increased her intrusion on Plaintiff's parenting time with the children in public and in private. It took intervention by a third party to end some events. At one point, Mother caused police intervention which was unnecessary and caused trauma for the children.

30. Mother attempts to control the children's conduct while with the Father, causing conflict with the children. Mother pushes her medical opinions, lacking foundation, on the children, threatening to them that they will get sick unless they follow her instructions while with the Father.

31. Mother is hindering the children's scholastic achievement, because of her actions described in this Complaint. Mother has created a stressful home atmosphere with an excessive amount of shouting and poor conflict resolution.

32. In February 2019, Mother abused her tie-breaking authority as to religion by refusing to engage in good faith discussions with the Father before enrolling the children in a Friday night religious study group.

33. Father has provided the children with cell phones for the purposes of communication with a parent while in the care of the other parent. However, Mother, acts to prevent Father's cell phone contact with the children.

34. Since the entry of the Judgment of Divorce, Mother has all but discontinued children's extracurricular activities during her custodial days. She doesn't let them go to extra-curricular activities when they are with her, despite their desire to do so and the social and emotional benefits they receive from these activities.

35. Mother has repeatedly disparaged Father in the presence of, and to the children.

**WHEREFORE**, Plaintiff/Counter-Defendant, Laurent J. La Brie, II, respectfully requests that this Honorable Court:

A. ~~Make~~ **MAKE** a finding that a material change in circumstances exists, sufficient to warrant modification of the October 21, 2016, Consent Order as incorporated into the Judgment of Absolute Divorce dated March 22, 2017;

B. ~~Modify~~ **MODIFY** the Order of October 21, 2016, as incorporated into the Judgment of Absolute Divorce dated March 22, 2017, to discontinue the pediatrician as the person to whom the parties shall defer on the issue of mental health decisions for the parties' minor children;

C. ~~Order~~ **ORDER** that Plaintiff/Counter-Defendant shall have sole legal custody of the parties' minor children on all issues of mental healthcare issues;

D. ~~Order~~ **ORDER** that the children shall have any parent-provided cell phone available to them from the hours of 7 a.m. until 9 p.m. in order that the parent may have reasonable telephone access to the children;

E. ~~Order that~~ **AWARD** Father the right to ~~shall~~ take the children to all extra-curriculum activities regardless of whom the children are with on the date of the extracurricular activity;

F. **AWARD** Plaintiff primary physical custody of the children;

G. **AWARD** reasonable visitation to Defendant on a schedule the Court finds in the best interest of the children;

H. **APPOINT** a Best Interest Attorney to assist in determining the modification which is the children's best interests;

I. **APPOINT** a Parent Coordinator;

J. **MODIFY** the child support guidelines in accordance with the new Custody Order;



K. ~~Order~~ **ORDER** Defendant/Counter-Plaintiff to pay Plaintiff/Counter-Defendant's attorneys' fees and costs; and

L. ~~Grant~~ **GRANT** such other and further relief as the nature of his cause may require.

---

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Kathleen M. Wobber, Esquire  
~~Parler & Wobber, LLP~~  
~~The Hemenway Building~~  
~~406 E. Joppa Road~~  
~~Towson, Maryland 21286~~  
~~Phone: 410.832.180~~  
Attorney for Plaintiff, Laurent J. La Brie, II

I, LAURENT J. LA BRIE, II, being over the age of eighteen, and competent to testify as to the facts asserted herein of my own personal knowledge, information and belief affirmatively represent:

I SOLEMNLY SWEAR AND AFFIRM under the penalties of perjury that the foregoing statements are true and correct to the best of my knowledge information and belief.

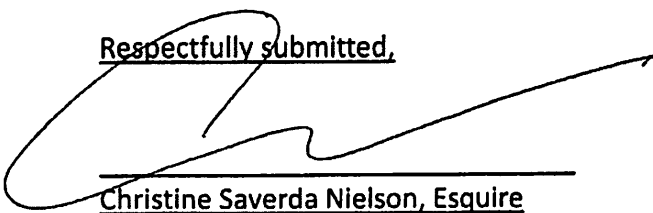
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See Attached

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**LAURENT J. LA BRIE, II**

Respectfully submitted,

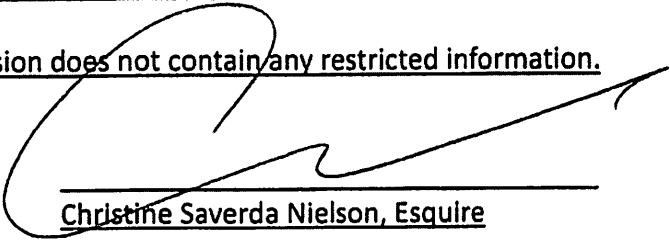


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Christine Saverda Nielson, Esquire  
CPF #9206170213  
Law Office of Christine Saverda Nielson, P.A.  
600 Fairmount Avenue, Suite 105  
Towson, Maryland 21286-1000  
410.825.7200 – Office  
chris@nielsonlaw.com  
**Attorney for Plaintiff, Laurent J. La Brie, II**

**CERTIFICATE PURSUANT TO RULE 20-201(f)**

I hereby certify that this submission does not contain any restricted information.

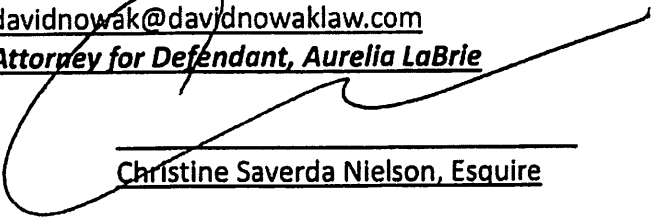


Christine Saverda Nielson, Esquire

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 10<sup>th</sup> day of April, 2019, a copy of **LAURENT J. LABRIE, II'S AMENDED COMPLAINT TO MODIFY CUSTODY** was sent via email and first-class mail, postage prepaid to:

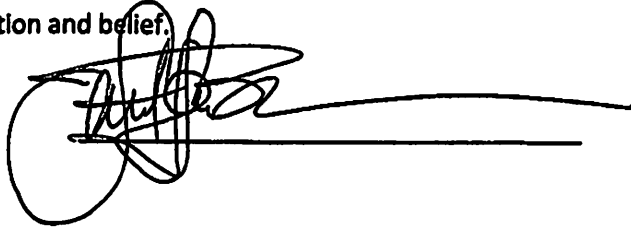
David D. Nowak, Esquire  
Law Office of David D. Nowak, LLC  
300 East Joppa Road, Suite 305  
Towson, Maryland 21286  
davidnowak@davidnowaklaw.com  
**Attorney for Defendant, Aurelia LaBrie**



Christine Saverda Nielson, Esquire

I, **LAURENT J LA BRIE, II**, being over the age of eighteen, and competent to testify as to the facts asserted herein of my own personal knowledge, information and belief affirmatively represent:

**I SOLEMNLY SWEAR AND AFFIRM** under the penalties of perjury that the foregoing statements are true and correct to the best of my knowledge information and belief.

A handwritten signature in black ink, appearing to read "LaBrie", is written over a horizontal line. The signature is stylized with a large loop at the beginning and a long horizontal stroke extending to the right.

LAURENT J. LABRIE, II

PLAINTIFF

VS.

AURELIA D. LABRIE

DEFENDANT

\*

IN THE

\*

CIRCUIT COURT

\*

FOR

\*

BALTIMORE COUNTY

\*

CASE NO: 03-C-14-013990

\* \* \* \* \*

**CONSENT ORDER REGARDING MODIFICATION OF CUSTODY**

Upon consideration of the agreement of the parties as placed on the record, it is by the Circuit Court for Baltimore County this 14<sup>th</sup> day of May, 2021,

1. **ORDERED** that the Consent Order of October 21, 2016 ("Consent Order"), The Judgment of Absolute Divorce and the Marital Settlement Agreement dated February 1, 2017 shall remain in full force and effect except as modified herein; and it is further
2. **ORDERED** that the parties shall have shared physical custody of their minor children Anastasia V. LaBrie and Isabella E. LaBrie. in accordance with the following repeating two (2) week schedule commencing Monday March 1, 2021:  
**During the school year:** Father shall have physical custody of the minor children on Monday until taking them to school<sup>1</sup>, (or if there is no school, until 9:00 a.m.) on Thursday, Mother shall then have physical custody of the children from after school Thursday until Monday morning taking them to school (or if there is no school, until 9:00 a.m.). And on the following week, Father shall have physical custody of the children on Monday until taking them to school, (or if there is no school, until 9:00

<sup>1</sup> Due to the COVID-19 pandemic the children are participating in remote learning at their schools. The terms "school" includes remote learning. On days there is remote learning, rather than the children physically attending school Father shall pick up the children on those days from Mother's residence 15 minutes prior to the start of remote learning for that day.

**True Copy Test**

JULIE L. ENSOR, Clerk

Page 1 of 6

Entered: Clerk, Circuit Court for  
Baltimore County, MD  
May 17, 2021

Per

  
Assistant Clerk

a.m.) on Thursday, Mother shall then have physical custody of the children from Thursday until Friday morning taking them to school (or if there is no school, until 9:00 a.m.); **During the Summer:** starting the first Monday after Baltimore County Public Schools end for the regular school year for summer, the parties shall have a week on, week off schedule from 9:00 a.m. Monday until the following Monday at 9:00 a.m. and so on until the day before Baltimore County Public Schools resume classes pursuant to the regular school calendar. The parent that did not have the weekend before the first Monday of summer break shall pick up the children from the other parent's residence on Monday morning and shall have the first week of summer; and it is further

3. **ORDERED**, that except as otherwise specified herein or otherwise agreed to by the parties, transportation for the exchanges of the minor children shall be the responsibility of the parenting starting their access period, and shall be from the other parent's residence; and it is further
4. **ORDERED**, that the Holiday and Vacation provisions of the Consent Order shall remain in place, including priority of Holidays and Vacation over the regular schedule; and it is further
5. **ORDERED**, that the parties agree that the Vacation schedule is modified such that each party may have the option of having 18 consecutive days of vacation time, with Mother to have priority in electing her vacation weeks with the children in even numbered years, Father to have priority in electing his vacation weeks with the children in odd numbered years (although neither party shall be entitled to elect any vacation weeks which would include the Fourth of July), and each party to notify the other party of his or her vacation weeks with the children in writing on or before April 1 each year, and during each party's vacations with the children that party shall facilitate daily reasonable communication between the children and the

other parent via FaceTime, Skype, WhatsApp, Viber or an equivalent; and it is further

6. **ORDERED**, that provisions of the Judgment of Absolute Divorce regarding international travel shall remain in full force and effect, with the addition of the following:

- a. Each party does irrevocably waive any and all defenses under the 1980 Hague Convention on the Civil Aspects of International Child Abduction ("Hague Convention") that he or she may have now or in the future to a return order (for return of the minor children to the United States and Maryland) pursuant to the Hague Convention.
- b. For any international travel, a sworn and signed writing by the traveling parent that warrants the children shall be returned to the United States and Maryland consistent with the travel notice and itinerary provided.
- c. The court shall issue a separate order providing additional security for the prompt and safe return of the minor children from any international travel.

7. **ORDERED**, that the phone access provision of the Consent Order is modified such that Father shall provide one telephone to Anastasia, and Mother shall provide one telephone to Isabella. Each party shall be entitled to a minimum of fifteen minute nightly calls, and otherwise each child shall have liberal telephone access to both parents while the children are in the other parent's care and custody, including to assist with schoolwork. Each party shall be responsible for the cost of the cell phone and data plan for the phone they provide. Telephone access includes phone calls and text messages (and other forms of instant messaging and virtual communication), the privacy of phone conversations and text messages will be respected by the party who the child or children are with at the time. The parties shall not listen in on telephone calls with the child and the other parent, including

times when the phone is on speaker phone. Neither party shall record by video or audio the other parent, and neither party shall interrogate the children regarding the other party. Nothing in this agreement shall limit a parent from limiting screen time provided it does not interfere with the telephone access with the other parent; and it is further

8. **ORDERED**, that the parties shall communicate primarily by email, with emails being about custody and/or major decisions for the children. Generally, email should be limited to one per week unless involving an emergency health care situation of the minor children. The responding party shall respond within 48 hours, unless involving an emergency health care situation of the minor children. Neither party shall disparage the other to the minor children or their therapists or health care providers; and it is further
9. **ORDERED** that the minor children shall continue therapy with their current therapists, the therapists are instructed to communicate with both parties, and provide quarterly progress reports. If in the future, there is a need to change a therapist, the parties shall jointly discuss the selection of the therapist, but Father shall have tie-breaking authority; both parties shall both attend intake prior to the child being seen or treated by the therapist; and a copy of this Consent Order Regarding Modification of Custody, the Consent Order, the Order pertaining to international travel, Judgment of Absolute Divorce and Marital Settlement Agreement shall be provided to the therapist(s). The legal custody provisions of the Consent Order shall remain in full force and effect except as modified herein; and it is further
10. **ORDERED** that the parties shall have **joint legal custody** of their minor children, joint legal custody being the right and obligation to make major decisions for the minor children and shall proceed as follows in that regard:

- a. The parties shall engage in good faith discussion with each other regarding matters of importance regarding the minor children, and if they still cannot reach agreement, Father shall have tiebreaker authority regarding education issues, except that the children shall remain at their current middle school and shall attend high school within thirty-five (35) miles of Reisterstown, Maryland, unless otherwise agreed by the parties;
- b. Mother shall have tiebreaker authority regarding religious issues (although each party may choose a church of their own preference for the children to attend when the children are with that party);
- c. In the event of an emergency health care situation with respect to either of the children the party with whom the child is shall make the necessary decisions with respect to the emergency and notify the other party as soon as possible;
- d. The parties shall continue with the same pediatrician for the children, and in the event there is a dispute regarding healthcare issues between the parties and after attempting good faith discussions, Father to have tiebreaker authority regarding healthcare issues; and it is further

11. **ORDERED** that neither party shall unilaterally make a major decision for the minor children, or exercise tie-breaking authority, regarding education, religious issues, or medical issues without attempting to first have good faith discussions with each other regarding these matters. The parties shall discuss the issue prior to committing to the decision and the parties will not bring the children into their conflicts regarding these decisions, however if the child(ren) is/are part of the decision making process, neither parent shall commit to the decision with the child(ren) until after the parties have discussed the decision between them, so as to not raise the child(ren)'s expectations prior to a decision being made; and it is



further

12. **ORDERED** that the children shall participate in their extra-curricular activities regardless of which parent has parenting time with the children. Extra-Curricular activities include but are not limited to performances, lessons and/or practice in sports, clubs, music lessons and/or practice, and other age appropriate activities,. The parties shall have equal access to information relating to extra-curricular activities and shall each provide the other's contact information to the organizer / coach for the purposes of that parent receiving information about the activity and to be on contact lists; and it is further

13. **ORDERED**, that the issue of modification of child support is reserved for a further hearing.

  
\_\_\_\_\_  
JUDGE KEITH R. TRUFFER  
CIRCUIT COURT FOR BALTIMORE COUNTY

**LAURENT J. LA BRIE, II**

**PLAINTIFF**

**VS.**

**AURELIA D. LA BRIE**

**DEFENDANT**

\*

**IN THE**

\*

**CIRCUIT COURT**

\*

**FOR**

\*

**BALTIMORE COUNTY**

\*

**CASE NO: 03-C-14013990**

\* \* \* \* \*

**MOTION FOR RECONSIDERATION/REQUEST FOR HEARING**

Plaintiff, **LAURENT J. LA BRIE, II**, by and through his attorney, Christine Saverda Nielson, Esquire, and the Law Office of Christine Saverda Nielson, P.A., hereby files this Motion for Reconsideration/Request for Hearing , pursuant to Maryland Rule of Civil Procedure 2-311 (f), regarding his Motion to Appoint Best Interest Attorney to Represent Minor Children and Assert or Waive the Minor Children's Privilege ( hereinafter" Motion for Best Interest Attorney), and states as follows:

1. On or about July 11, 2019, Plaintiff filed a Motion to Appoint Best Interest Attorney. On or about August 13, 2019, an Order Appointing Counsel for Children was entered appointing Sandra Douglas, Esquire, as the children's privilege attorney only.

2. In Plaintiff's Motion to Appoint Best Interest Attorney, he requested a hearing pursuant to Maryland Rule of Civil Procedure 2-311. The Court did not hold a hearing on the Motion.

3. Despite the request for a hearing, this Court did not hold a hearing on his Motion to Appoint Best Interest Attorney. The Plaintiff is respectfully requesting that a hearing be held in accordance with the Maryland Rules of Civil Procedure so that Defendant has the opportunity

to present his oral arguments as to the need for a Best Interest Attorney in lieu of only a children's privilege attorney.

4. As set forth in the Plaintiff's Motion to Appoint Best Interest Attorney, this case continues to be a high conflict modification of custody case. The children, twins, 11 years of age, are of an age where a full Best Interest Attorney can shed light on the reasons for the basis of a conflict, and how the conflict has been affecting the children.

5. The children will suffer no harm with the appointment. An appointment can only assist and be in their best interests. Plaintiff has agreed to pay for the Best Interest Attorney, hence; an appointment causes no harm to Defendant.

**WHEREFORE**, for the foregoing reasons, Plaintiff, **LAURENT J. LABRIE, II**, respectfully requests that this Court:

**A. HOLD** a hearing on Plaintiff's Motion to Appoint Best Interest Attorney to Represent the Children and Assert or Waive the Children's Privilege;

**B. AMEND** the Order appointing Counsel for the children by appointing a full Best Interest Attorney;

**C. AWARD** Plaintiff any other relief that this Court deems just and equitable.

I, **LAURENT J. LA BRIE, II**, being over the age of eighteen, and competent to testify as to the facts asserted herein of my own personal knowledge, information and belief affirmatively represent:

**I SOLEMNLY SWEAR AND AFFIRM** under the penalties of perjury that the foregoing statements are true and correct to the best of my knowledge information and belief.

See Attached  
**LAURENT J. LA BRIE, II**

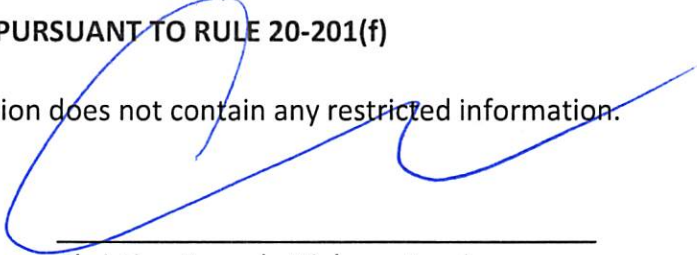
Respectfully submitted,



\_\_\_\_\_  
Christine Saverda Nielson, Esquire  
CPF #9206170213  
Law Office of Christine Saverda Nielson, P.A.  
600 Fairmount Avenue, Suite 105  
Towson, Maryland 21286-1000  
410.825.7200 – Office  
chris@nielsonlaw.com  
***Attorney for Plaintiff, Laurent J. La Brie, II***

**CERTIFICATE PURSUANT TO RULE 20-201(f)**

I hereby certify that this submission does not contain any restricted information.



\_\_\_\_\_  
Christine Saverda Nielson, Esquire

## CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that on this 26<sup>th</sup> day of August, 2019, a copy of Motion for Reconsideration/Request for Hearing was electronically filed through MDEC and emailed to:

David D. Nowak, Esquire  
Law Office of David D. Nowak, LLC  
300 East Joppa Road, Suite 305  
Towson, Maryland 21286  
davidnowak@davidnowaklaw.com

***Attorney for Defendant, Aurelia LaBrie***

\_\_\_\_\_  
Christine Saverda Nielson, Esquire

LAURENT J. LABRIE, II

\* IN THE

PLAINTIFF

\* CIRCUIT COURT

VS.

\* FOR

AURELIA D. LABRIE

\* BALTIMORE COUNTY

DEFENDANT

\* CASE NO: 03-C-14-013990

\* \* \* \* \*

**ORDER – SPECIAL MASTER APPOINTMENT**

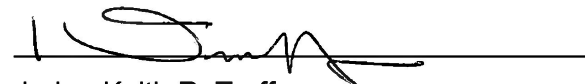
Upon the request of the Plaintiff, Laurent LaBrie, and consistent with the court's prior Order of June 2022 on this subject, it is this **13th day of April 2024**

ORDERED that Edward J. Gilliss, Esq. is appointed as a Special Master in this matter for the purpose of drafting a lien, consistent with that previously prepared, to be placed upon Defendant Ms. LaBrie's Maryland real property at 21 E. Cherry Hill Road Reisterstown Maryland 21136; and it is further

ORDERED that the Special Master shall be paid for the costs of preparing the lien and that Plaintiff Mr. LaBrie shall be responsible for the cost of that preparation; and it is further

ORDERED that Mr. Labrie shall deposit the sum of \$1,000 as a retainer against the costs of preparing the lien; and it is further

ORDERED that the lien shall be incorporated into an order supplementing the current child custody and access order applicable to the parties' minor children.



\_\_\_\_\_  
Judge Keith R. Truffer

Entered: Clerk, Circuit Court for  
Baltimore County, MD  
April 15, 2024

JON S. CARDIN  
Legislative District 11  
Baltimore County

Judiciary Committee

*Chair*  
Civil Law and Procedure  
Subcommittee



The Maryland House of Delegates  
6 Bladen Street, Room 217  
Annapolis, Maryland 21401  
410-841-3054 • 301-858-3054  
800-492-7122 Ext. 3054  
Fax: 410-841-3385 • 301-858-3385  
Jon.Cardin@house.state.md.us

THE MARYLAND HOUSE OF DELEGATES  
ANNAPOLIS, MARYLAND 21401

September 20, 2023

Keep Our Kids Home, International (KOKH)  
C/O: Arif Ahmed, Davin Sloan, Laurent La Brie, Nikki Priola, and Rachel Endo  
11 Northwest Lane  
Sunapee, NH 03782

Re: Maryland Child Abduction Prevention Act of 2023

Dear Directors and Members of KOKH

Congratulations on your tremendous effort to impact the passage of HB 267 and SB 383 – Maryland Child Abduction Prevention Act of 2023. Through your tireless work since 2020, we were able to get the bill passed by both chambers of the Maryland General Assembly. And in May, the Governor signed the bill into law.

Thank you for never giving up, despite the personal hardships each of you have faced with your own cases. I regret that some of you are still fighting for visitation of your children and others for their return to the US. The Judiciary and Judicial Proceedings Committees heard your stories respectively and responded properly by passing both the House and Senate versions of the bill.

I am proud to have sponsored the legislation and happy we were able to work together for Marylanders and the safety of our children.

Sincerely,

*Jon S. Cardin*

Jon S. Cardin

LAURENT J. LABRIE, II

PLAINTIFF

VS.

AURELIA D. LABRIE

DEFENDANT

\* IN THE

\* CIRCUIT COURT

\* FOR

\* BALTIMORE COUNTY

\* CASE NO: 03-C-14-013990

\* \* \* \* \*

**INTERIM CUSTODY ACCESS ORDER**

Following a hearing in this matter on December 14, 2021, the court having heard testimony, reviewed the pleadings and papers, and for the reasons stated on the record, it is, this

21<sup>st</sup> day of December 2021;

**ORDERED** that, on an interim basis, Defendant, Aurelia D. LaBrie, shall have the minor children, Anastasia and Isabella LaBrie, in her custody on the following dates:

1. Holiday Break: from December 23, 2021 to January 1, 2022;
2. January 14, 2022 until January 18, 2022;
3. Winter Break: February 19, 2022 until February 26, 2022;
4. March 18, 2022 until March 20, 2022;
5. Spring Break: April 23, 2022 until April 30, 2022;
6. May 27, 2022 to May 30, 2022;
7. Summer access: Beginning June 17, 2022 until 3 days prior to school resuming for the 2022-2023 school year, except for a two-week vacation period when the children shall visit with Mr. LaBrie. Mr. LaBrie shall advise Ms. LaBrie in writing of the dates of this summer vacation period by May 1 of each year.

**ORDERED** that Plaintiff shall be responsible for any costs associated with the transportation of the minor children to and from Ms. LaBrie for her access periods; and it is further

**ORDERED** that if the transportation for Ms. LaBrie's access is by air travel, the children shall be flown to Baltimore Washington International Thurgood Marshall Airport (BWI), and Ms.



LaBrie shall return the minor children to BWI airport at the end of her access periods. If travel is by other means, the children shall be dropped off and picked up from Ms. LaBrie's residence; and it is further

**ORDERED** that Ms. LaBrie's access times shall start no later than 5:00 p.m., with any tickets being purchased having an arrival time at or before 5:00 p.m. and Ms. LaBrie's access times shall end not earlier than 3:00 p.m. with any tickets being purchase for a departure time at or after 3:00 p.m.; and it is further

**ORDERED** that the Plaintiff shall notify Ms. LaBrie by email immediately upon making any travel arrangements for Ms. LaBrie's access periods; and it is further

**ORDERED** that Ms. LaBrie's physical access schedule supersedes any extracurricular activities or other activity of the minor child; except the children shall be able to participate in important school related/extra-curricular events/activities with classmates and friends. Some examples of "important" events include, but are not limited to, playoff/championship sporting events, recitals or stage performances, school dances/proms or other rare and special occasions, and it is further

**ORDERED** that Ms. LaBrie shall ensure that the children keep up with their homework and projects while they are in her care. Each parent shall have the ability to call/FaceTime the children while in the care of the other parent, and it is further

**ORDERED** that this Order is issued on an interim basis, and the parties shall submit a proposed comprehensive final order within 10 days of the docketing of this order; and it is further

**ORDERED** that matters of modification of child support, costs, attorney's fees, and any sanction and/or purge provision are reserved until a hearing currently scheduled for February 14, 2022.

  
Judge Keith R. Truffer

Entered: Clerk, Circuit Court for  
Baltimore County, MD  
December 21, 2021

**Subject:** Move to New Hampshire  
**From:** "Laurent J. La Brie" <lj@liv-n-letliv.net>  
**Date:** 8/23/21, 10:50  
**To:** aurelia1465@gmail.com.readnotify.com  
**BCC:** Susan Bell <Susan@scblawfirm.com.readnotify.com>

Hello Aurelia,

I have accepted a job offer in Hanover, New Hampshire, working for Dartmouth-Hitchcock Hospital. You know I had received an offer last year and suggested we move there but you didn't want to relocate.

The salary is 25% higher, so it will give them a better financial future. The Hanover area has 3 of the top 10 schools in the state, so that gives them better education. There are many other advantages for them.

Thus, I want to relocate the children with me, and would like to work this out amicably, so I'd like to discuss the different opportunities for custody. I think the following custody arrangement is in their best interest.

- You can have physical custody for all of the school's summer break except for two weeks for me to take a vacation with them.
- During the school year, they would be with you one weekend every three weeks, arriving Friday night and leaving Sunday night.
- You asked the court to have compensatory days if the girls have to be with me for an extra-curricular event, so I'd like to give you that. If an extra-curricular or other event is scheduled for a day when you are scheduled to have custody, together we will schedule a make up day during a school break.
- The holidays would continue to alternate as we have, but I think we should remove Christmas Eve as a holiday because I think it is too much for the children to make 4 flights in two weeks. Instead, whichever of the two holidays they are with you, they can stay with you an extra day.

I would like to enroll them in school in New Hampshire, but if you don't agree with this, there is an option to put them in a virtual school with their friend Haley. It is called Enlightium Academy ([www.enlightiumacademy.com](http://www.enlightiumacademy.com) ~ they are holding open house webinars, so you can attend one). It is important that there is no disruption to their education. Please tell me what you think of virtual school for the first grading period.

My financial proposal is:

- I don't request any child support from you.
- I will pay the round trip transportation between NH and Baltimore or Baltimore Washington Airport (BWI). (There is a direct 1.5 hour flight on Southwest Airlines between Manchester, NH and BWI.)
- In return for these concessions, I request the tax exemption for both children.

Within the next 48 hours, please tell me what you think about each of these items. I'm open to listen to your ideas.

Thank you in advance.

Laurent

LAURENT J. LA BRIE, II	*	IN THE
	*	
Plaintiff	*	CIRCUIT COURT
	*	
v.	*	FOR
	*	
AURELIA LA BRIE	*	BALTIMORE COUNTY
	*	
Defendant.	*	Case No. : 03-C-14-013990
	*	
* * * * *		* * * * *

MOTION TO MODIFY CUSTODY, ACCESS SCHEDULE AND CHILD SUPPORT

LAURENT J. LA BRIE, (hereinafter “Plaintiff”), by and through undersigned counsel, Susan Carol Bell, Esquire and Law Office of Susan Carol Bell, LLC, his attorney, respectfully files this Motion to Modify Custody, Access Schedule and Child Support. In support thereof, the Plaintiff avers the following:

1. That the parties are the parents of two twin girls, Anastasia V. LaBrie and Isabella E. LaBrie who are both 13 years old.
2. The parties are divorced and a Judgment of Absolute Divorce was entered on March 21, 2017, along with a Consent Order which was incorporated therein.
3. That the Plaintiff filed a Complaint to Modify Custody and trial was held on February 24, 2021.
4. That an agreement was placed on the record and on May 14, 2021.
5. That the Court entered a Consent Order modifying the access schedules for the parties, granting the Plaintiff nine days every two weeks during the school year, with a rotating week on/week off schedule during the summer. The Order also provides for a holiday and vacation schedule.

6. Pursuant the parties' agreement, the parties share legal and physical custody of the minor children, with the Plaintiff having tie-breaker authority regarding educational and medical decision making for the minor children.

7. The Consent Order states, "ORDERED that the parties shall have **joint legal custody** of their minor children, joint legal custody being the right and obligation to make major decisions for the minor children and shall proceed as follows in that regard:

"The parties shall attempt to engage in good faith discussions with each other regarding matters of importance regarding the minor children, and if they still cannot reach agreement, Father shall have tiebreaker authority regarding education issues, except that the children shall remain at their current middle school and shall attend high school within thirty-five (35) miles of Reisterstown, Maryland, unless otherwise agreed by the parties;"

8. On June 8, 2021, Defendant filed a Motion to Enforce Consent Order to modify custody arrangements of that Consent Order, which resulted in two separate orders: (1) denying Defendant's request for an expedited hearing and (2) reinforcing the terms of the Consent Order, including language ordering the parties to advance the interests of the minor children.

9. At the February 24, 2021 hearing, the Court took testimony and ruled regarding international travel. The Order for the international travel has not yet been issued by the Court.

10. Also outstanding remains the modification of child support, which is scheduled for a hearing on September 29, 2021.

11. Plaintiff seeks a reduction in child support, as he has significantly more time with the minor children, while Defendant seeks an increase, citing loss of available work.

12. Defendant's position for modifying child support is that despite having only a little more than a third of all access time with the minor children during the school year, that she should have an increase of child support.

13. Despite the best job market in recent years, Defendant has not found full-time employment, but allegedly could only find work for 16 hours a week. She also claimed that she no longer could support the financial requirements of the children as she had in the past. She has requested Plaintiff pay her an extra \$400/month.

14. At the deposition on March 12, 2020, during the beginning of COVID pandemic, Defendant believed that Plaintiff's case was "frivolous" and was motivated to work as much as possible. She stated "I work sometimes 42 hours in a week, sometimes I'm working 36." (p. 15).

15. Plaintiff therefore avers that Defendant is using Maryland's method of calculating child support under joint custody as a disincentive to full employment and voluntarily impoverishing herself.

16. Plaintiff further believes that Defendant has been intentionally turning down work.

17. Plaintiff has received and accepted a job offer from Dartmouth Hitchcock Hospital (D-H) in Hanover, New Hampshire, which would increase his salary by over twenty-five percent. This would greatly benefit the children's and his financial future.

18. Dartmouth Hospital is the second largest employer in New Hampshire and is expanding its network. It has four higher clinical engineering positions into which Plaintiff could advance.

19. Plaintiff has been working at Johns Hopkins Hospital over 10 years and has not

been able to progress beyond his current position, as there are only two hospitals in the Baltimore metropolitan area with a higher clinical engineering position potentially available.

20. To date, Plaintiff has over forty-thousand dollars in debt due to legal fees and will incur yet more fees in continuing this litigation process.

21. According to US News and World Reports' rankings, three of the top ten high school schools in New Hampshire are in the Hanover area. Plaintiff will target his house hunting in Sunapee. The minor children will be entering 8th Grade this fall. Sunapee Middle High School is rated third in New Hampshire.

22. More importantly, Sunapee Middle High School has 25 students in 8th Grade, so the children can receive the individualized attention to improve their academic achievement. Moreover, the on-site school was not interrupted during the COVID pandemic, as were the girls' current schools here in Maryland.

23. Crime rate is of concern for the minor children while living in Maryland. Compared to New Hampshire, Maryland has eight times the murder rate, 2.5 times the violent crime rate and almost three times the burglary rate (which the girls have seen twice at Defendant's house).

24. Plaintiff believes that relocating the minor children to New Hampshire is in their best interest, as the Defendant continues to work against the progress of the minor children.

25. Plaintiff has continued to attempt to coordinate with the Defendant through weekly e-mails to ensure that the minor children's homework assignments are completed. Investing an hour or two of work each Wednesday, reviewing the work completed by the children, fairly apportioning the assignments based on the number of weeknights of custody, and

providing the Defendant clear information regarding which assignments were completed during his custody or guidance regarding what assignments remained to be completed during Defendant's custody time.

26. Defendant continues to refuse to cooperate with the Plaintiff's efforts to coordinate the homework.

27. Accordingly, due to her lack of cooperation with homework during her custodial time, at least 10 (ten) assignments for Isabella went incomplete during the remaining 8 weeks (March 1 to April 21) of the 12 week semester following the hearing of February 24-25, 2021.

28. Unfortunately, due to Defendant's lack of interest, the proportion of completed assignments remains at an unacceptable level.

29. Because of the continuous neglect of the foundations of the minor children's education, Isabella's grades fell last 2 marking periods and most recently she received two Cs (in the classes where the missed homework predominantly occurred). This especially concerns Isabella who expresses grief regarding her C marks because she desires to become a pediatrician.

30. On April 30, 2021, Plaintiff reached out by electronic mail in an attempt to resolve the ongoing homework issues and Defendant responded by stating, "I know that Isabella has and some missing work and in my custody. She doesn't have time to do because now they have Scout and softball games and trips but it's okay you have to explain her how she can be more responsible for her work."

31. Defendant continues to express resentment about the minor children's activities and seems to be incapable prioritizing the minor children and acting in the best interest of the minor children as it pertains to their education or their activities.



32. Regarding extracurricular activities, the Consent Order says, “ORDERED that the children shall participate in their extra-curricular activities regardless of which parent has parenting time with the children. Extra-Curricular activities include but are not limited to performances, lessons and/or practice in sports, clubs, music lessons and/or practice, and other age appropriate activities.”

33. While not ordered to attend, Defendant did not attend the minor children's championship game for softball, the Scout Court of Honor where the children received their advancement, nor Scout camp despite working only 16 hours per week.

34. Defendant shows little interest in any of the girls' activities.

35. Defendant's excuse for not completing homework assignments was that activities consume so much time that the assignments could not be completed, but Scouting activities were not typically on Defendant's weeknights (with the, exception of Friday March 19 and April 16).

36. Other than the dates listed above, all other weeknight athletic, religious, and Scouting activities are during Plaintiff's custody.

37. Therefore, Defendant's assertion that she cannot assist the minor children to adequately complete their homework is inaccurate.

38. In addition, should the Defendant be required to take the minor children to such activities as Girl Scouts, she continues to take them late.

39. Anastasia is currently the leader of her Scout troop and is responsible for conducting the Scout meetings. Defendant has caused Anastasia, the leader, to be late for meetings, thus holding up the entire Scout meeting process.

40. Defendant's actions specifically undermine Anastasia's role as a leader and

example to the other Scout members.

41. Since the February 24, 2021 Hearing, Defendant and those working on her behalf have spread slander in the community. They have falsely alleged that Plaintiff has been abusive, continuing to put the Plaintiff in compromising positions. Plaintiff believes that Defendant's efforts are to seek to have Plaintiff removed from coaching sports teams or leading Scouts.

42. In addition, this untrue slander affects Plaintiff's prospects for work, social life with the children, and personal reputation in the area, which all affect the well-being of the minor children.

43. Most astounding is that the Defendant refuses to comply with the Consent Order regarding the minor children maintaining their relationships with their current therapists.

44. Regarding the therapists of the minor children, the Consent Order states that it is "ORDERED that the minor children shall continue therapy with their current therapists."

45. That minor child Isabella has been receiving therapy from Dr. Wendy Zimmerman, Ed.-D.

46. Minor child Isabella however, has only been receiving therapy on the weeks while in her father's care, as the Defendant is unable to work with Isabella's therapist and will not present the child for such therapy appointments as a result of a disagreement between the Defendant and the therapist.

47. Minor Child Anastasia has been receiving therapy from Tiffany Wrona, LCSW-C of Chase Brexton on a weekly basis and prior to the May 14, 2021 Consent Order, both parties were taking Anastasia to her appointments.

48. Defendant has completely discontinued therapy for Anastasia during her custody

time. She has not taken either of the children to a single session since the Consent Order was issued.

49. The relationship of the children with Defendant has therefore deteriorated and continues to be very troublesome to the children.

50. The Plaintiff reports that the Defendant displays hostile behavior around the minor children and that he is concerned for the mental well-being of the minor children.

51. Plaintiff believes that his relocation to New Hampshire for the purposes of employment advancement constitutes a material change in circumstance.

52. Regarding the minor children's permission to contact the parents, the Consent Order states, "each child shall have liberal telephone access to both parents while the children are in the other parent's care and custody, including to assist with schoolwork. Each party shall be responsible for the cost of the cell phone and data plan for the phone they provide. Telephone access includes phone calls and text messages (and other forms of instant messaging and virtual communication)." Defendant is not permitting the children liberal telephone access to the Plaintiff and thereby not abiding by the Consent Order.

53. In addition, regarding telephone conversations, the Consent Order states, "The parties shall not listen in on telephone calls with the child and the other parent, including times when the phone is on speaker phone." Defendant listens to the telephone calls between the child and the Plaintiff and punishes them for things she hears them say.

54. Plaintiff further believes that it is in the best interest of the minor children that they relocate to New Hampshire with the Plaintiff and the he have primary physical custody with

a liberal access schedule (including the majority of the summer and approximately every third weekend) for the Defendant in consideration of the minor children's schedule.

55. Plaintiff seeks a general duty of support, such that each party supports the children when in that parties' care, but seeks to claim both the minor children as exemptions for tax purposes upon beginning for the tax year 2022.

56. Also, Plaintiff seeks the continuation of the role of the minor children's attorney, William Alcarese, Esquire. Plaintiff believes that since the children's attorney has a remaining interest in the outstanding order regarding international travel and that as a result his role as the children's attorney has not terminated (thirty days after a final order), as the formerly filed modification matter has not been closed. Whereby, the children's attorney can engage in the request for modification of custody process.

57. That other than the case listed above, the Plaintiff has not participated as a party, witness, or in any other capacity in any other litigation concerning the custody of the child in this or any other State; the Plaintiff has no information of any custody proceeding concerning the child pending in a Court of this or any other State; the Plaintiff knows of no other person not a party to the proceedings who has physical custody of the child or claims to have custody or visitation rights with respect to the child.

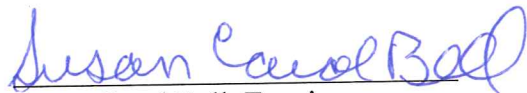
WHEREFORE, LAURENT LABRIE, respectfully prays this Honorable Court:

- A. Find a material change of circumstance;
- B. That the Plaintiff be granted primary physical custody of the minor children;
- C. That the Court modify and establish an access schedule for the Defendant;
- D. That the Court acknowledge the continuation of the role of the minor children's attorney

in the modification process;

- E. That the Court modify child support to a general duty of support with Plaintiff claiming minor child as dependent for tax purposes.

Respectfully Submitted,



Susan Carol Bell, Esquire

#04121400062

Law Office of Susan Carol Bell, LLC

300 Redland Court, Suite 204

Owings Mills, Maryland 21117

(410) 526-0500

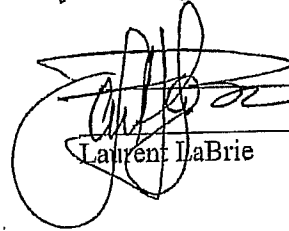
(410) 356-2900 Facsimile

[susan@scblawfirm.com](mailto:susan@scblawfirm.com)

Counsel for Plaintiff

**AFFIDAVIT**

I DO HEREBY affirm and declare under penalty of perjury that the statements contained in the foregoing document are true to the best of my knowledge, information and belief.



Laurent LaBrie

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 23<sup>rd</sup> day of August, 2021, a copy of the foregoing Motion to Modify Custody, Access Schedule and Child Support was sent via electronic mail (MDEC) to:

David D. Nowak, Esquire  
Law Office of David D. Nowak, LLC  
300 East Joppa Road, Suite 305  
Towson, Maryland 21286

Attorney for Defendant

William Alcarese, Esquire  
Alcarese Law, LLC  
1301 York Road, Suite 200  
Lutherville, Maryland 21093

Attorney for Minor Children



Susan Carol Bell, Esquire  
#04121400062  
The Law Office of Susan Carol Bell, LLC  
300 Redland Court, Suite 204  
Owings, Mills, Maryland 21117  
410-526-0500  
410-356-2900 Facsimile  
susan@scblawfirm.com

Attorney for Plaintiff

**LAURENT J. LABRIE II**

Plaintiff

v.

**AURELIA LABRIE**

Defendant

\*

IN THE

\*

CIRCUIT COURT FOR

\*

BALTIMORE COUNTY

\*

MARYLAND

\*

CASE No.: 03-C-14-013990

\* \* \* \* \*

**MOTION FOR IMMEDIATE APPROPRIATE RELIEF**  
**TO MAINTAIN STATUS QUO**

Now comes Defendant, Aurelia LaBrie, by and through her attorney, David D. Nowak, Esq., and the Law Office of David D. Nowak, LLC respectfully requests that this Honorable Court grant immediate appropriate relief to maintain status quo in this matter and states:

1. The Plaintiff, Laurent J. LaBrie, II, is planning to relocate to the State of New Hampshire and is actively attempting to dis-enroll the minor children from their schools. It is believed the Plaintiff is attempting to sell his real property in anticipation of moving.

Although the parties have shared physical custody and joint legal custody of the children, the Plaintiff has put his plans into motion, and it is believed he will leave for New Hampshire with the children at the soonest opportunity.

2. The Defendant, Aurelia LaBrie, requires an immediate order to maintain the status quo by keeping the children in their current schools and in the State of Maryland to stop the Plaintiff from unilaterally uprooting the children from their schools and home in Maryland.

3. The parties entered into a Consent Order Regarding Modification of Custody, which this Court entered on May 17, 2021. That Consent Order states that the Consent Order



of October 21, 2016, the Judgment of Absolute Divorce and the Marital Settlement Agreement dated February 1, 2017 shall remain in full force and effect except as modified by the May 17, 2021 Consent Order.

4. Pursuant to the Orders in the case ,and specifically the May 17, 2021 Consent Order, “the parties shall have Joint Legal Custody of their minor children, joint legal custody being the right and obligation to make major decisions for the minor children and shall proceed as follows in that regard:

- a. The parties shall engage in good faith discussion with each other regarding matters of importance regarding their minor children, and if they still cannot reach agreement, Father shall have tiebreaker authority regarding education issues, **except that the children shall remain at their current middle school and shall attend high school within thirty-five (35) miles of Reisterstown, Maryland, unless otherwise agreed by the parties.”**  
(Exhibit A, emphasis added).

5. Although the parties have joint legal custody the Plaintiff, Laurent J. LaBrie, II, has attempted to remove the children from their Baltimore County middle schools and to place the children in a religious, correspondence-type homeschool that provides lessons online from a religiously based organization located in the State of Washington.

6. The parties explicitly agreed, and were so ordered, to keep their children in their current their middle schools. There has been no agreement to dis-enroll the children from Baltimore County Public Schools, and place them in a religious homeschool program.

7. Upon information and belief, the Plaintiff has misrepresented that he has authority to make educational decisions in this regard as he has “tie-breaking” authority;

however, the order explicitly states that the children are to remain in their current middle schools as an exception to any tie-breaking authority.

8. On or about August 23, 2021 at approximately 10:50 a.m., the Plaintiff emailed Defendant stating that he intended to move to the State of New Hampshire. Presupposing that the children would relocate with him during the school year, he stated his intent to enroll the children in school there, but then he proposed that the children attend a “virtual school” called Enlightium Academy, which is a religious-based homeschooling program, akin to correspondence course. The Plaintiff demanded a response within 48 hours. (Exhibit B)

9. The very same day, August 23, 2021 at 5:06 p.m., just 6 hours and 6 minutes after his email, and prior to Defendant responding, the Plaintiff filed a 57-paragraph pleading styled a Motion to Modify Custody, Access Schedule, and Child Support stating he was leaving the State of Maryland to relocate to New Hampshire and requesting a Modification of the May 17, 2021 Consent Order. (Exhibit C)

10. The Plaintiff clearly made the decision to move from the State of Maryland prior to his email, as he admits he applied for a job in another state, and apparently accepted the position *prior* to August 23, 2021, without first discussing the matter with Ms. LaBrie.

11. The Plaintiff failed to engage in a good faith discussion and has acted in bad faith, as he had already made the decision to re-locate and has actively taken steps to plan for and remove the children from their schools prior to August 23, 2021.

12. Having considered the proposal, Ms. LaBrie, of course, declined to remove the children from their middle schools as was ordered and agreed upon by the parties. Despite a lack of agreement on this issue, and despite Plaintiff’s lack of tie-breaking

authority to change schools, he has chosen to willfully plough ahead with his plans in violation of this court's order.

13. It is unknown if the Plaintiff has complied with Maryland Law regarding providing timely notice to the Baltimore County School Board as required prior to homeschooling children. It is known that the Defendant has *not* consented to changing the schools of the children, she has not consented to homeschooling, and she has not signed the required authorization forms required by law prior to a child beginning homeschooling.

14. It is believed that the Plaintiff has attempted to manipulate and persuade educators and administrators that he has the authority to make educational decisions and that said authority flows from this Court's orders, when in fact, the parties have joint legal custody, and any tie-breaking authority does not apply to *changing* the schools currently attended by the children.

15. Upon information and belief, the Plaintiff is planning on relocating to New Hampshire in the immediate future.

16. The Plaintiff has affirmatively attempted to enroll the children in a homeschooling program in anticipation of removing them from school.

17. Upon information and belief, the Plaintiff has relayed to the minor children that they would no longer be attending their regular schools.

18. Upon information and belief, the Plaintiff has actively attempted to dis-enroll the children from their current middle schools.

19. The Plaintiff has informed Ms. LaBrie that the children will now reside at a different residence than 305 Butler Road, Reisterstown, MD 21136.

20. It is suspected that the Plaintiff has relocated the 'residence' of the minor

children in order to dispose of his home at 305 Butler Road, Reisterstown, MD 21136 in anticipation of his imminent move to New Hampshire.

21. The Plaintiff is intent to uproot the minor children and relocate to another state, despite this Court's May 14, 2021 Consent Order Regarding Modification of Custody granting the parties shared physical custody, and requiring that the minor children continue to attend their current middle school and high school within 35 miles of Reisterstown Maryland, that the minor children continue with their current therapists, that the children continue with the same pediatrician, and that the parties otherwise jointly make major decisions for the minor children.

22. It is imperative that this Court issue an immediate order requiring the minor children to remain in their current schools, continue seeing their current therapists and pediatrician, and order and enjoin the Plaintiff from relocating or removing the minor children from the State of Maryland.

23. Defendant has incurred attorney's fees in the drafting of this Motion.

**WHEREFORE**, Defendant respectfully requests that this Court:

- A. Grant this Motion;
- B. Issue an Order requiring that the children remain in their current Baltimore County Public middle school pending further order of this court;
- C. Prohibit the Plaintiff changing the minor children's schools unilaterally, consistent with the Joint Legal Custody Orders in this case;
- D. Issue an Order that the Plaintiff is prohibited and enjoined from removing the minor children from the State of Maryland pending further order of this court;
- E. Issue an Order stating that the minor children shall continue to see their

current therapists and pediatrician;

F. Issue an Order that the children remain in their current extra-curricular activities;

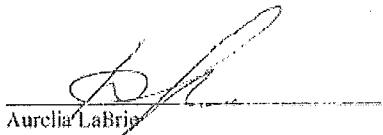
G. Order Plaintiff to pay to the Defendant attorney's fees associated with the drafting of this Motion; and

H. Any further relief that the nature of Defendant/Counter-Plaintiff's cause may require or authorized by Maryland statutory or case law.

I. Any such other and further relief as the Court may deem just and proper.

#### **VERIFICATION**

I, Aurelia LaBrie, affirm, under the penalties of perjury that the information contained in the foregoing Petition is true to the best of my knowledge and belief.

  
Aurelia LaBrie

Respectfully submitted,

\_\_\_\_\_/s/\_\_\_\_\_  
David D. Nowak  
Law Office of David D. Nowak, LLC  
300 East Joppa Road, Suite 303  
Towson, MD 21286  
443-470-9071  
[davidnowak@davidnowaklaw.com](mailto:davidnowak@davidnowaklaw.com)  
CPF#: 0812170331  
*Attorney for Defendant/Counter-Plaintiff*

#### **REQUEST FOR HEARING**

The Defendant respectfully requests a hearing on this Motion in the event the court is inclined to deny the Motion.

**CERTIFICATE OF SERVICE**

This is to certify that on this 21<sup>st</sup> day of September, 2021, the foregoing was served  
via MDEC to:

Susan Carol Bell, Esq.  
The Law Office of Susan Carol Bell, LLC  
300 Redland Court, Suite 204  
Owings Mills, MD 21117  
*Attorney for Plaintiff*

William Alcarese, Esq.  
Alcarese Law, LLC  
1301 York Road, Suite 200  
Lutherville, MD 21093  
*Best Interest Attorney*

\_\_\_\_\_/s/\_\_\_\_\_  
David D. Nowak

LAURENT J. LA BRIE, II

PLAINTIFF

V.

AURELIA D. LABRIE

DEFENDANT

\*

IN THE

\*

CIRCUIT COURT

\*

FOR

\*

BALTIMORE COUNTY

\*

CASE NO: 03-C-14-013990

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### **CUSTODY AND CHILD SUPPORT ORDER**

Following a hearing in this matter on December 14, 2021, the Court having heard testimony, reviewed the pleadings and papers, and for the reasons stated on the record, it is, this  
\_\_\_\_\_ 4th \_\_\_\_\_ day of March 2022,

**ORDERED** that the terms of the May 17, 2021 Consent Order regarding Modification of Custody shall continue in full force and effect except to the extent that they are modified herein; and it is further

**ORDERED** that the Plaintiff, Laurent J. LaBrie shall have primary physical custody of the minor children Anastasia V. LaBrie and Isabella E. LaBrie; and it is further.

**ORDERED** that Plaintiff has all other time not specified below; and it is further

**ORDERED** that Defendant, Aurelia D. LaBrie, shall have the minor children, Anastasia and Isabella LaBrie, in her custody on the following dates:

1. January: Beginning the first day of January break until its last day;
2. February: Beginning the first day of Winter break following departure from school from departure from school until its last day;
3. March: Beginning the third Friday until the following Sunday;
4. April: Beginning the first day of Spring Break following departure from school from departure from school until the Sunday preceding the minor children's return to school;
5. May: Beginning the Friday before Mother's Day weekend until Mother's Day; and beginning Friday before Memorial Day until Memorial Day;

Entered: Clerk, Circuit Court for  
Baltimore County, MD  
March 7, 2022

6. Summer access: Beginning the second day following the last day of the minor children's school year until 3 days prior to school resuming, except for a two-week period when the children shall visit with Mr. LaBrie; Mr. LaBrie has the choice of making these two weeks consecutive or non-consecutive. During odd number years only, Father may choose to have the children during the week that includes Fourth of July; Mr. LaBrie shall advise Ms. LaBrie of his choice of weeks for summer visitation by April 15 of each year.
7. September: Beginning the Friday before Labor Day until Labor Day;
8. October: Beginning the Friday before Columbus Day until Columbus Day;
9. November: From the first day of Thanksgiving break following departure from school from departure from school until the last day of Thanksgiving break;
10. December Holiday Break: In even years, the minor children shall be with Father for the beginning of the Holiday Break until December 26<sup>th</sup> and then shall travel to Mother and arrive in Maryland no later than 5:00 p.m. until the day before school resumes. In odd years, the minor children shall be with Mother upon departure from school until December 30<sup>th</sup> and then shall travel to Father and arrive in New Hampshire no later than 5:00 p.m.; and it is further

**ORDERED** that Plaintiff shall be responsible for any costs associated with the transportation of the minor children to and from Ms. LaBrie for her access periods; and it is further

**ORDERED** that if the transportation for Ms. LaBrie's access is by air travel, the children shall be flown to Baltimore Washington International Thurgood Marshall Airport (BWI), and Ms. LaBrie shall return the minor children to BWI airport at the end of her access periods. If travel is by other means, the children shall be dropped off and picked up from Ms. LaBrie's residence unless mutually agreed upon by the parties; and it is further

**ORDERED** that the minor children shall travel to Maryland for Ms. LaBrie's access times as follows: the children will travel on the earliest flight at least two hours after their dismissal from



school on the Friday beginning the access period; return travel shall be such as to return the children no later than 5:00 p.m. on the date of return; and it is further

**ORDERED** that Ms. Labrie shall have additional overnight access times with the minor children in New Hampshire upon giving at least one-week advance notice; and it is further

**ORDERED** that the Plaintiff shall notify Ms. LaBrie by electronic messaging immediately upon making any travel arrangements for Ms. LaBrie's access periods; and it is further

**ORDERED** that Ms. LaBrie's physical access schedule supersedes any extracurricular activities or other activity of the minor child; except the children shall be able to participate in important school related/extra-curricular events/activities with classmates and friends. Some examples of "important" events include, but are not limited to, playoff/championship sporting events, recitals or stage performances, school dances/proms or other rare and special occasions, and it is further

**ORDERED** that each party shall ensure that the children keep up with their homework and projects while they are in his or her care. Each parent shall have the ability to call or video conference with the children while in the care of the other parent; and it is further

**ORDERED** that the minor children shall begin attending Sunapee Middle/High School and discontinue attendance in the Baltimore County Public School System; and it is further

**ORDERED** that new therapists will be selected for the minor children and each parent will maintain the therapy sessions as prescribed by the therapists while the children are in his or her custody; each parent's access to and consultation with the therapists will be under the conditions agreed upon at the court's hearing on February 14, 2022; and it is further

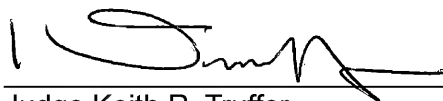
**ORDERED** that a new pediatrician in Mr. LaBrie's insurance network will be selected for the children; and it is further

**ORDERED** that neither parent shall disparage the other parent to the minor children, health care providers, leaders in extra-curricular events, or parents of the children's friends, neither shall they recruit others to do the same; and it is further

**ORDERED** that, in light of the relative incomes and expenses paid by the parents, the

parties shall be charged generally with the support of the minor children, the court finding that is it is in the best interests of the children to do so; and it is further

**ORDERED** that Mr. LaBrie shall pay to Ms. LaBrie within 30 days of this order the sum of \$157 as child support arrearage.

A handwritten signature in black ink, appearing to read 'Keith R. Truffer', is written over a horizontal line.

Judge Keith R. Truffer  
Circuit Court for Baltimore County

LAURENT J. LABRIE, II	*	IN THE
PLAINTIFF	*	CIRCUIT COURT
VS.	*	FOR
AURELIA D. LABRIE	*	BALTIMORE COUNTY
DEFENDANT	*	CASE NO: 03-C-14-013990

\* \* \* \* \*

**OPINION – SPECIAL MASTER APPOINTMENT**

At the request of Mr. LaBrie and Mr. Alcarese, the Best Interest Attorney, the court has previously agreed to appoint a special master to draft a form of lien to be recorded on Mrs. LaBrie’s Maryland real property. The lien will attach during the periods of time when she travels out of the country with the minor children. The lien is intended to act as an incentive to Mrs. LaBrie to return the children to the United States. The lien will be removed upon her return. Such a lien will be incorporated in an order supplementing the existing custody order and is based upon findings of fact made by the court in its February 25, 2021 oral opinion.

Since it was initially discussed, there has been considerable court activity in this case involving multiple hearings, orders and findings, including a finding of contempt against Mr. LaBrie for relocating the minor children from Maryland to New Hampshire, in direct violation of the court’s Custody Order of May 14, 2021. By memorandum filed on May 27, 2022, Mr. LaBrie has apprised the court that Mrs. LaBrie intends to travel this summer internationally with the children, making it appropriate to revisit the proposed lien and related order.

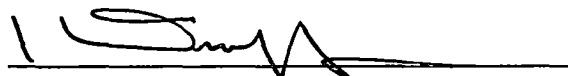
As the court has advised the parties from the outset, the technical nature of this type of lien requires expert legal draftsmanship, outside of the court’s ability to do so. Such a lien will require the appointment of a special master who possesses the requisite expertise. The special master will be retained and compensated for this work. As Mr. LaBrie is the party seeking the lien, he shall be responsible for all costs of its preparation and shall be required to deposit a

**SCANNED**  
*10.9.22*

retainer against those costs. Mr. LaBrie has previously agreed to be responsible for these costs.

For these reasons, the court will issue an order, contemporaneous with this Opinion, appointing a special master to prepare a lien consistent with the terms discussed herein.

June 9, 2022  
Date

  
Judge Keith R. Truffer

1       IN THE CIRCUIT COURT FOR BALTIMORE COUNTY, MARYLAND  
2  
3       LAURENT LaBRIE,                       :  
4                       Plaintiff               :  
5                       VS                       : No. 03-C-14-013990  
6       AURELLA D. LaBRIE,                   :  
7                       Defendant             :  
8       -----/  
9  
10  
11   March 3, 2022  
12  
13       BEFORE:  
14       MAGISTRATE KEITH TRUFFER  
15  
16       APPEARANCES:  
17       For the Plaintiff:  
18               SUSAN BELL, ESQ  
19       For the Defendant:  
20               DAVID NOWAK, ESQ  
21  
22  
23  
24  
25

1 P R O C E E D I N G S

2 (11:50 a.m.)

3 THE COURT: At this time, we are on the  
4 record. And the Court will call the case of LaBrie  
5 versus LaBrie. That's case number 03-C-14-013990.

6 Counsel, if you would be kind enough to  
7 identify yourselves for the record, please.

8 ATTORNEY BELL: Good morning, Your  
9 Honor. Susan Bell on behalf of the Plaintiff Laurent  
10 Labrie who is seated to my right.

11 THE COURT: Good morning to you both.

12 ATTORNEY NOWAK: Good morning, Your  
13 Honor. David Nowak, N-o-w-a-k, for Aurella Labrie who  
14 is seated to my left.

15 THE COURT: Good morning to both of you.

16 The case is before the Court this  
17 morning on several issues. We set up the hearing to  
18 address any purge provisions and consequences resulting  
19 from the Court's finding of Mr. LaBrie in contempt of  
20 the May 14, 2021 Custody Order.

21 In addition, we had put off until today  
22 discussion of child support and adjustments of that as  
23 a consequence of the change in custody.

24 And then, finally, I will note for the  
25 record at least that it is still pending, the final

1 custody and access Order following the children's  
2 relocation to New Hampshire.

3 Those are the three issues correct,  
4 counsel?

5 ATTORNEY NOWAK: Yes, Your Honor.

6 ATTORNEY BELL: Yes, Your Honor. I  
7 would like to at least note for the record we are still  
8 -- the international Order is still outstanding that  
9 came -- that was generated from February 2021.

10 THE COURT: Right. And the parties  
11 still feel a need for that under all the circumstances?  
12 All right. Because, as I think I have indicated in the  
13 past, there's a cost that will go associated with that.

14 It's not something I can construct on my  
15 own. I will need to appoint an attorney to draft  
16 language necessary to provide the security that is  
17 being sought by that.

18 I will consider the cost and the  
19 allocation of that at a later date when I order. But I  
20 understand it remains an issue.

21 ATTORNEY NOWAK: Your Honor, we do not  
22 think it is necessary. We objected at the time of the  
23 hearing.

24 THE COURT: You did.

25 ATTORNEY NOWAK: But I do object now to

1 any erosion of Ms. Labrie's property rights to exercise  
2 her international visitation rights under the prior  
3 Order in this case.

4 THE COURT: I appreciate that. That is  
5 understood. We have spent a good bit of time this  
6 morning. We have spoken to counsel in chambers  
7 concerning all of the matters I just addressed except  
8 for the international Order.

9 ATTORNEY NOWAK: Your Honor, for the  
10 record, Ms. Labrie, if you need translation, can you  
11 just let us know?

12 THE INTERPRETER: I should probably be  
13 sworn in then.

14 THE COURT: You should be.

15 (INAUDIBLE), THE INTERPRETER  
16 CALLED TO INTERPRET THE PROCEEDING, DID SO AS FOLLOWS:

17 THE CLERK: Please state your name for  
18 the full record.

19 THE INTERPRETER: (Inaudible).

20 THE CLERK: Thank you.

21 THE COURT: All right, following that,  
22 we have discussed with counsel this morning all of  
23 these issues. And I am told there is a resolution as  
24 to the first two.

25 The contempt issue as well as the child



1 support and who would like to state that on the record?

2 ATTORNEY BELL: I am glad to do it or it  
3 doesn't matter, Your Honor.

4 THE COURT: Mr. Nowak?

5 ATTORNEY NOWAK: I am happy to do it,  
6 Your Honor. I have got it written down here, Your  
7 Honor. The parties have agreed to resolve the contempt  
8 by indicating that as a purge provision Mr. LaBrie will  
9 lose one week of summer access to make up for the 10  
10 days that Ms. LaBrie had missed under the Order because  
11 of his move to New Hampshire.

12 Mr. LaBrie also will be paying  
13 Ms. LaBrie directly \$157 within 30 days of today  
14 representing the amount owed for child support arrears  
15 that he was not paying.

16 Additionally, Mr. LaBrie will pay the  
17 total amount of \$8,000 representing attorney's fees for  
18 the contempt directly to Ms. LaBrie for the payment  
19 plan beginning on August 15, 2020 with each payment  
20 being \$1,000 due and owing on the 15th of every month  
21 thereafter.

22 And, if the payment is not made,  
23 Ms. LaBrie may request and the Court will reduce the  
24 unpaid amounts to judgment in her favor.

25 THE COURT: I think you said August 15,

1 2020. I think you 2022.

2 ATTORNEY NOWAK: 2022. Yes. I  
3 apologize if I misspoke.

4 THE COURT: No problem at all.

5 ATTORNEY NOWAK: August 15, 2022. So  
6 there will be 8 payments of \$1,000.

7 THE COURT: All right. And, Your Honor,  
8 that is the agreement that we have reached to resolve  
9 the contempt. For the child support aspect of this, we  
10 have agreed, besides the arrears, that each party will  
11 be, going forward, generally charged for child support  
12 with due consideration of the various incomes and  
13 expenses that each parent will incur.

14 Ms. LaBrie makes approximately \$2,000 a  
15 month. Mr. LaBrie makes approximately \$10,000 a month.  
16 He is also agreeing to pay the transportation. Well,  
17 he was ordered. And I believe that as part of his  
18 responsibility to pay the transportation expenses for  
19 the visitation, it's appropriate and in the best  
20 interest of the children that the parties be charged  
21 generally and no formal child support would be  
22 exchanged between them.

23 THE COURT: All right. And, Ms. Bell.

24 ATTORNEY BELL: I just have two  
25 potential issues. One, just to clarify. It is one

1 week of summer access for 2022 only --

2 THE COURT: Correct.

3 ATTORNEY BELL: -- is the provision.

4 And then I wasn't aware that the 157 in arrears was  
5 part of a purge provision for contempt.

6 THE COURT: It really should go down to  
7 the child support, but --

8 ATTORNEY BELL: Okay.

9 THE COURT: It matters not. The money  
10 is going to be paid within 30 days until whether I put  
11 it under the category of child support or contempt. I  
12 think it logically falls more under child support. I  
13 think that's immaterial.

14 ATTORNEY BELL: Thank you, Your Honor.

15 THE COURT: Because of the narrow nature  
16 of this, I don't feel the need to voir dire the parties  
17 on this. I will include that in my Order. I probably  
18 will have a separate Order for the contempt.

19 And the remaining issues that we have  
20 discussed, I already have all of the evidence on. I  
21 understand the arguments of the parties as to the --  
22 they are really very -- in fact, relatively small  
23 technical issues relating to custody and visitation.

24 I know they are very important to the  
25 parties. But in the grand scheme of things, that which

LAURENT J. LA BRIE, II \* IN THE  
PLAINTIFF/PETITIONER \* CIRCUIT COURT  
V. \* FOR  
AURELIA D. LABRIE \* BALTIMORE COUNTY  
DEFENDANT/RESPONDENT \* CASE NO: 03-C-14-013990

\* \* \* \* \*  
**MOTION TO RECONSIDER CONTEMPT**

Now comes Plaintiff, **LAURENT J. LA BRIE, II**, (hereinafter "Plaintiff") pro se. who respectfully files this Motion to Reconsider based on Md. R. Civ. P. Cir. Ct. 2-535(b) "*On motion of any party filed at any time, the court may exercise revisory power and control over the judgment in case of fraud, mistake, or irregularity.*" In support thereof, the Plaintiff avers the following:

1. On April 17, 2023 the Court produced an order putting the Plaintiff in Contempt of Court and reduced \$8,000 to judgment. (Enclosure 1)
2. On May 11, 2023 the Plaintiff submitted his Notice to Appeal the order of Contempt.
3. Plaintiff presents this issue to His Honor as a courtesy so that it may be resolved without the cost and publicity of an appeal.
4. The Court held a hearing on December 14, 2021, and ruled that the Plaintiff had been in contempt based on:

*"The order requires that the children not be taken from their therapist and as it turns out, that's exactly what has happened. The Maryland therapist cannot practice in New Hampshire."*

*"It's unrealistic to think that the children will be coming back and forth from New Hampshire every time they need to visit a doctor. So the requirement that they stay with a doctor was ignored."*

*"The idea that the children had to stay at their current middle school and attend high school*

*within 35 miles of Reisterstown, Maryland unless otherwise agreed was completely ignored by Mr. LaBrie.” (Transcript excerpt is Enclosure 2)<sup>1</sup>*

5. In *Breona C. v. Rodney D.*, 0299 (2021), the Court expressed in its Opinion. *“An order holding a person in constructive civil contempt must: (1) impose a sanction; (2) include a purge provision that gives the contemnor the opportunity to avoid the sanction by taking specific action of which the contemnor is reasonably capable; and (3) be designed to coerce the contemnors future compliance with a valid legal requirement rather than to punish the contemnor for past, completed conduct.”* *Breona C. v. Rodney D.*, 0299 ( 2021 ).

6. The ruling of contempt of December 14, 2021 had no sanction, no purge provision, and was not designed to coerce the Plaintiff to return the children to their therapists, pediatrician, or school. So, it had none of the three identified requirements of a contempt order.

7. In fact, an Interim Custody Access Order was filed on December 21, 2021. (Enclosure 3) It relocated the children to New Hampshire during the school year. Thus, there was no design to coerce the Plaintiff to future compliance with any valid legal requirement. Instead, by ordering the children’s move to New Hampshire the previous week, the Court changed the requirement based on what it thought was in the best interest of the children.

8. A hearing was held on March 3, 2022 to determine the purge provision. From December 14, 2021 to March 3, 2022, the Court had no findings of contempt. Yet Plaintiff was assessed, as a purge provision, the transfer to the Defendant of some of his summer custody and \$8,000. There was never any doubt communicated from His Honor to the Plaintiff’s lawyer in their closed-door session that His Honor would require some financial purge provision,

9. However, any purge provision was a punishment for Plaintiff’s past action and not a coercion to follow any provision of the order in place at the time. Thus, the very discussion of

---

<sup>1</sup>Plaintiff respectfully reminds the Court that it found that he had not already done these things, rather he petitioned the Court’s permission be done in the children’s interest. (A therapist testified that therapy could resume in MD.) The Court ordered the custody and other changes.

any monetary assessment did not satisfy the requirement that a contempt order be coercive instead of penalizing.

10. Plaintiff filed a Motion to Reconsider Monetary Assessment of March 3, 2022, where he attempted to obtain a hearing on the matter.

11. The Court heard the Motion to Reconsider on April 13, 2023 and ruled against the Plaintiff.

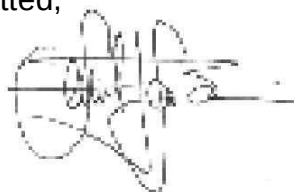
12. When the courtroom discussion addressed reconsider the ruling of contempt, the Court stated that it would not do so at that time. Unless the Court will presently entertain this reconsideration, the Plaintiff's only recourse is an appeal.

13. Plaintiff recognizes it was unfortunate and frustrating that Dartmouth-Hitchcock didn't make the offer of employment a few months earlier to prevent an overhaul of a recent order. Anyone who has been in the workforce knows this was out of the Plaintiff's control, so punishment is unwarranted as we trust the "whys" will be clear in hindsight.

WHEREFORE, for all the foregoing reasons, Plaintiff requests that this Court

1. REVERSE its ruling of contempt against the Plaintiff.
2. ORDER that the Defendant return the \$8,000 to the Plaintiff.
3. ORDER that the Plaintiff be returned supplemental summer custody.
4. Otherwise ORDER a prompt hearing on the matter.
5. GRANT such further relief as this Court deems appropriate.

Respectfully Submitted,



---

Laurent J. La Brie  
11 Northwest Lane  
Sunapee, NH 03782  
(914) 419-4253  
ljlalabrie@gmail.com

Plaintiff

**AFFIDAVIT**

I, Laurent La Brie, affirm, under the penalties of perjury that the information contained in the foregoing Motion is true to the best of my knowledge and belief.



Laurent J. La Brie

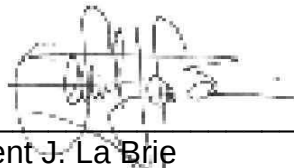
**CERTIFICATE OF SERVICE**

I hereby certify that on this 15th day of May 2023, a copy of the foregoing Motion to Reconsider was sent via electronic mail (MDEC) to:

David D. Nowak  
David D. Nowak, LLC  
300 East Joppa Road, Suite 305  
Towson, Maryland 21286  
Counsel for the Defendant

and by certified mail to:

Aurelia La Brie  
21 E. Cherry Hill Road  
Reisterstown, MD 21136  
Defendant



Laurent J. La Brie  
11 Northwest Lane  
Sunapee, NH 03782  
(914) 419-4253  
ljlalabrie@gmail.com  
Plaintiff

LAURENT J. LA BRIE, II \* IN THE  
 PLAINTIFF/PETITIONER \* CIRCUIT COURT  
 VS. \* FOR  
 AURELIA D. LA BRIE \* BALTIMORE COUNTY  
 DEFENDANT/RESPONDENT \* CASE NO: 03-C-14013990  
 \* \* \* \* \*

### ORDER

Upon consideration of the Plaintiff's Motion to Reconsider and any opposition by the  
 Defendant thereto, on this 15th of June, 2023

ORDERED, that the Motion is DENIED.

  
 JUDGE KEITH R. TRUFFER  
 CIRCUIT COURT FOR BALTIMORE COUNTY

Entered: Clerk, Circuit Court for  
 Baltimore County, MD  
 June 15, 2023



LAURENT J LABRIE II

IN THE

Plaintiff

CIRCUIT COURT FOR

v.

BALTIMORE COUNTY

AURELIA LABRIE

MARYLAND

Defendant

CASE No.: SS-C-18-001990

**STATEMENT OF SATISFACTION OF MONEY JUDGMENT**

June 2,

2023

To the Court Clerk,

The Judgment order of April 17, 2023 associated with this case has been satisfied. Please enter the Judgment in this action as fully satisfied.

The April 17, 2023 Judgment was:


Against LAURENT J LABRIE II  
11 Northwest Lane  
Sunapee, NH 03782

In favor of AURELIA D. LABRIE  
21 East Cherry Hill Road  
Reisterstown, MD 21136

The amount of Judgment was \$8,000.00 (eight thousand dollars), and the Clerk issued a Notice of Recorded Judgment on April 19, 2023.

Creditor Aurelia D. LaBrie received full payment of the Judgment by check from Laurent J LaBrie on April 27, 2023. Laurent J LaBrie has satisfied this Judgment fully.

Date: June 2, 2023  
**E.096**

Signed: 

Aurelia D. LaBrie  
Creditor in this Judgment,  
Defendant in Case

21 East Cherry Hill Road  
Reisterstown, MD 21136  
410-982-9631  
aurelia1465@gmail.com

E.097

1 IN THE CIRCUIT COURT FOR BALTIMORE COUNTY, MARYLAND

2 Laurent J. LaBRIE, II :

3 Plaintiff :

4 :

5 Vs Case Number C-14-013990

6 :

7 Aurelia LaBRIE, :

8 Defendant :

9  
10 Reporter's Transcript of Proceedings

11 Agreement and Judge's Ruling

12 Towson, MD

13 February 25, 2021

14 BEFORE: Honorable Keith Truffer, Associate  
15 Judge

16  
17 For the Plaintiff:

18 SUSAN BELL, ESQUIRE

19 For the Defendant:

20 DAVID NOWAK, ESQUIRE

21 For the Minor Children

22 WILLIAM ALCARESE, ESQUIRE

23  
24 Transcribed By:

25 Randy K. Mackubin, Official Court Reporter

1           THE COURT: We are on the record in the case  
2 of LaBrie versus LaBrie. That is case 03-C-14-13990.  
3 All counsel and the parties are present in the  
4 courtroom and are at the trial tables.

5           At this time, Mr. Nowak, have you had the  
6 opportunity to speak with each of the two therapists  
7 for the two girls?

8           MR. NOWAK: I did. Thank you, Your Honor.

9           THE COURT: All right. And where do the  
10 discussions concerning the settlement of the custody  
11 issues stand?

12          MR. NOWAK: Your Honor, it is my understanding  
13 we have an agreement regarding the physical custody  
14 schedule that modifies the existing Judgment of  
15 Absolute Divorce and consent order. We have I think  
16 agreed upon like the days of the week that each parent  
17 will be with the child during the school and summer.  
18 We had some remaining details that we discussed in our  
19 sessions yesterday regarding telephone communication,  
20 extra curriculums, communication with the therapist, et  
21 cetera.

22          THE COURT: Yes.

23          MR. NOWAK: So we have the opportunity now to  
24 work on those remaining details which we haven't  
25 solidified, so to speak.

1 THE COURT: Good.

2 MR. NOWAK: So I think what I would like to do  
3 is put the schedule on the record and then if Your  
4 Honor will permit us an opportunity to work on those  
5 details and perhaps ask for your input if there is an  
6 impasse, with the intent that we have a final consent  
7 order today. Two remaining issues would be child  
8 support and Mr. Alcarese's fee petition, which we would  
9 reserve on. And --

10 THE COURT: Is that your --

11 MS. BELL: It is. My only concern about  
12 putting the access on the schedule is we haven't  
13 hammered out exactly what the summer looks like. So  
14 I'm okay with reserving putting the whole thing on at  
15 one time.

16 THE COURT: It would seem to make sense to me  
17 to put everything on the record at once so there is a  
18 single place where all of these details are listed.  
19 Unless you believe that it is necessary -- that it  
20 would otherwise be a good idea to do it.

21 MR. NOWAK: I think it is a good idea to put  
22 that on because that is the biggest issue. And I  
23 believe with the summer, it is not that the summer  
24 schedule would be changed from the week on/week off, it  
25 is just whether or not they could have two or three

1 consecutive weeks. Currently they have one week of  
2 vacation and whether it is going to be three  
3 consecutive weeks or two consecutive weeks.

4 THE COURT: Here is my concern about doing it  
5 piecemeal. If any of the other issues falls away and  
6 there is a lack of agreement on it, then the whole  
7 agreement goes down.

8 MR. NOWAK: No, not necessarily.

9 THE COURT: Okay.

10 MR. NOWAK: I don't think so.

11 MR. ALCARESE: May I make an inquiry?

12 THE COURT: Of course you can.

13 MR. ALCARESE: So we have the agreed schedule  
14 for the school year and there is an agreement that  
15 summer will be equally divided, correct?

16 MR. NOWAK: Yes.

17 THE COURT: Just don't know how we are  
18 dividing the summer.

19 MS. BELL: The summer is week on, week off.  
20 We don't know how to divide up -- whether we can have  
21 three consecutive weeks or two consecutive weeks for  
22 international travel.

23 MR. ALCARESE: So at the least we can put what  
24 the school year schedule is, say we are equally  
25 dividing the summer with the division of the summer to

1 be determined.

2 THE COURT: Why don't you do that. Whoever  
3 wants to state the agreement. And then list what else  
4 is reserved and to be considered. Of course I will  
5 give you as much time as you need and of course I will  
6 be available to assist if you ask me to get involved.

7 MR. NOWAK: Thank you, Your Honor.

8 THE COURT: You are welcome. Why don't you  
9 go, Mr. Nowak.

10 MR. NOWAK: Thank you. So the parties have  
11 agreed to modified physical custody beginning with a  
12 start date of March 8th. Mother will have, during the  
13 school year, every Thursday overnight and every other  
14 Friday, Saturday and Sunday overnight.

15 THE COURT: Okay.

16 MR. NOWAK: Father shall have the remainder of  
17 the time. During the summer, the parties will equally  
18 divide the summer. I believe a week on, week off  
19 schedule is what they had agreed on. The holiday and  
20 vacation schedules under the consent order would remain  
21 and take precedence over the regular schedule.

22 The parties have some modifications to legal  
23 -- details including telephone access, providing  
24 telephones to the children, the frequency and subject  
25 of e-mails --

1 MS. BELL: I'm sorry. That is what you are  
2 saying is remaining?

3 THE COURT: Yes. That is not decided.

4 MS. BELL: Thank you.

5 THE COURT: That is what I understood.

6 MR. NOWAK: Homework, extra curriculums, which  
7 both parties agree the children will attend even on the  
8 other party's time.

9 Two issues that will probably not be able to  
10 be resolved today and we would reserve on is the issue  
11 of child support and Mr. Bell and I agreed to exchange  
12 financial information and hopefully accomplish that by  
13 March 8th. And Mr. Alcarese, the best interests  
14 attorney, will submit a fee petition. So that will be  
15 upon his submission.

16 THE COURT: All right. Any other terms that  
17 need to be addressed?

18 MR. NOWAK: The consent order and the Judgment  
19 of Absolute Divorce and marital settlement agreement  
20 would otherwise remain unchanged except for the details  
21 that we need to work on.

22 THE COURT: I guess there has to be a  
23 stipulation in there somewhere that the parties agree  
24 that there has been a material change of circumstances  
25 supporting the modification. But that is a detail.



1           MR. NOWAK: I'm not so sure that is necessary  
2 in a consent order.

3           THE COURT: Okay. You are probably right.  
4 Probably right.

5           Ms. Bell, is that the agreement general?

6           MS. BELL: It is, Your Honor.

7           THE COURT: Mr. Alcarese.

8           MR. ALCARESE: Thank you. I would only add a  
9 couple details to the physical custody schedule as it  
10 relates to overnights and schooling and things of that  
11 nature. That when Miss LaBrie has her Thursday  
12 overnight on her off week, she will pick up the  
13 children from school or from Mr. LaBrie's house after  
14 -- I'm not sure how the exchanges are occurring so I'm  
15 not going to comment on that.

16          MR. NOWAK: The receiving party picks up.

17          MR. ALCARESE: So she will pick up after  
18 school on Thursday, either at Mr. LaBrie's or at  
19 school. And then she will either drop off at school or  
20 Mr. LaBrie will have to pick up if it is virtual school  
21 on Friday.

22          MR. NOWAK: Obviously just keeping the pick up  
23 and exchange times in the consent order the same, but  
24 with a note that if it is virtual school, it is as if  
25 they are in school.

1           MR. ALCARESE: The virtual school should be  
2 occurring at Mr. LaBrie's house.

3           MR. NOWAK: It would be in the morning,  
4 correct. So Friday morning at 9 a.m. or 8 a.m. or  
5 whatever, at school, whatever time that is.

6           THE COURT: So the drop off on Friday morning  
7 on the off week would either be at Mr. LaBrie's home if  
8 there is -- if the children are attending virtually or  
9 at school if they are in person. Have I stated that  
10 correctly?

11          MR. ALCARESE: Yes, Your Honor.

12          THE COURT: Okay.

13          MR. ALCARESE: And then when it is her  
14 weekend, she would just keep them for Friday for  
15 virtual school but then the same thing with the Monday  
16 drop off, either at school or at Mr. LaBrie's

17          THE COURT: Okay.

18          MR. NOWAK: That is fine.

19          THE COURT: Very good. Those are the terms  
20 that are agreed upon. Let me ask the parties. Why  
21 don't you both stand up, please and raise your right  
22 hand to be sworn in.

23                 (Parties sworn.)

24          THE COURT: You can be seated. I'm going to  
25 ask each of you individually to make sure that this is

1 your agreement. Mr. Sirrean, I'm going to ask Miss  
2 LaBrie first. Miss LaBrie, you just heard Mr. Nowak --  
3 you can be seated. It is okay. You heard Mr. Nowak  
4 state all of the terms on the record and you have been  
5 present yesterday and today throughout all of the  
6 discussions and negotiations. Are the terms that have  
7 been agreed to -- go ahead.

8 MS. LaBRIE: Yes.

9 THE COURT: And are those terms that have been  
10 agreed to your agreement?

11 MS. LaBRIE: Yes.

12 THE COURT: And you agree to be bound by them?

13 MS. LaBRIE: Yes.

14 THE COURT: And you believe them to be in the  
15 best interests of your two daughters?

16 MS. LaBRIE: Yes.

17 THE COURT: And at this time you are thinking  
18 clearly, you know exactly what you are doing?

19 MS. LaBRIE: Yes.

20 THE COURT: All right. Thank you. Mr.  
21 LaBrie, I'm going to ask you the same series of  
22 questions. You just heard Mr. Nowak go over the terms  
23 of the agreement concerning the modification of  
24 custody, correct?

25 MR. LaBRIE: Yes, sir.

1           THE COURT:   Okay.   And those are the terms  
2 that have been negotiated over the last two days?

3           MR. LaBRIE:   Yes, Your Honor.

4           THE COURT:   And you participated in those  
5 negotiations?

6           MR. LaBRIE:   Yes, Your Honor.

7           THE COURT:   Okay.   And do those terms reflect  
8 your agreement?

9           MR. LaBRIE:   Yes, Your Honor.

10          THE COURT:   And you agree to be bound by those  
11 terms?

12          MR. LaBRIE:   Yes, Your Honor.

13          THE COURT:   And you believe those terms are in  
14 the best interests of your two daughters?

15          MR. LaBRIE:   Yes.

16          THE COURT:   At this time are you thinking  
17 clearly?

18          MR. LaBRIE:   Yes, Your Honor.

19          THE COURT:   You know exactly what you are  
20 doing?

21          MR. LaBRIE:   Yes, Your Honor.

22          THE COURT:   All right.   Based on that colloquy  
23 -- yes, sir?

24          MR. NOWAK:   Your Honor, may I ask my client a  
25 couple follow-up questions?

1 THE COURT: If you like.

2 MR. NOWAK: Miss LaBrie, have you had ample  
3 time to consider your rights and obligations in this  
4 matter?

5 MS. LaBRIE: Yes.

6 MR. NOWAK: And do you understand that you are  
7 agreeing today rather than having the judge make a  
8 decision?

9 MS. LaBRIE: Yes.

10 MR. NOWAK: So there is not going to be a  
11 trial. This is going to be the agreement that we are  
12 going to reduce to writing?

13 MS. LaBRIE: Yes, I agree.

14 MR. NOWAK: And have you had sufficient time  
15 to discuss this matter with me, your lawyer?

16 MS. LaBRIE: Yes.

17 MR. NOWAK: And have you been satisfied with  
18 my services?

19 MS. LaBRIE: Yes.

20 MR. NOWAK: Have I done everything you asked  
21 me to do?

22 MS. LaBRIE: Yes.

23 MR. NOWAK: Okay. Thank you.

24 THE COURT: All right. And just to make  
25 perfectly clear, Miss LaBrie, you have been assisted by

1 Mr. Sirrean, the Romanian interpreter, throughout this  
2 entire process?

3 MS. LaBRIE: Yes.

4 THE COURT: All right.

5 MR. NOWAK: Throughout the entire Court  
6 process, Your Honor.

7 THE COURT: Yes. Based on that colloquy, the  
8 Court finds that as to the terms that have been agreed  
9 upon now and was just stated by Mr. Nowak, that both  
10 parties are entering into that agreement knowingly and  
11 voluntarily with an understanding of the terms and an  
12 agreement to be bound by them. The remaining issues  
13 that will be negotiated, which were outlined by  
14 Mr. Nowak, the parties are permitted to begin those  
15 discussions now.

16 I will take a recess. And just let me know if  
17 you believe that I can be of any help to the parties in  
18 resolving those issues. All right. Any questions or  
19 concerns, or comments?

20 MS. BELL: No, Your Honor.

21 MR. NOWAK: No, Your Honor.

22 THE COURT: Thank you very much. We will take  
23 a recess. Let me know if I can do anything. We will  
24 go off the record.

25 (Recess).

1           THE COURT: Unless there is anything else on  
2 this issue, let me say a few things. In the first  
3 instance, the concerns here are not really -- I don't  
4 put a great deal of emphasis, if you will, on  
5 Mr. LaBrie's worry about what happens to the girls when  
6 they go -- if they were to go back to Moldova. But I  
7 do put a great deal of emphasis, as I think I must,  
8 upon the expressed concerns of the two girls that they  
9 are concerned about going to Moldova and that they may  
10 not return. And it makes no difference the source of  
11 those concerns, whether they come from suggestions from  
12 Mr. LaBrie or whether they are organic or whether they  
13 got them from a magazine or off the Internet. So that  
14 in evaluating travel abroad or not and the concerns  
15 that the children have as to that, my sole focus is in  
16 making a decision that is in their best interests.

17           As I believe I said back in 2017 when I first  
18 ruled on this issue, there are great benefits to the  
19 children to be able to travel abroad to see a different  
20 form of life, to be with Miss LaBrie's family and to  
21 see that part of their heritage.

22           So that if the girls have concerns about that  
23 travel, then it is incumbent upon the Court to do what  
24 it can to alleviate those concerns while making that  
25 travel still available to them and the benefits of that

1 travel still available to them.

2 To that end, I am inclined to order -- to  
3 agree with the suggestion of a lien placed upon Miss  
4 LaBrie's principle asset here in the United States to  
5 serve as a disincentive to her staying in Moldova with  
6 the girls. There are many details that have been  
7 pointed out by all counsel as to the nature of that  
8 lien and its operation which -- I'm sorry -- which  
9 really it is impractical to resolve all of those at  
10 this minute. But in general terms, it should be a  
11 promissory note that is executed by Miss LaBrie on very  
12 specific terms that will be payable only upon her  
13 failure to return to the United States. It would be  
14 secured by a lien recorded among the land records in  
15 Baltimore County. That lien need not be of a permanent  
16 or ongoing nature but need only be issued and recorded  
17 during the periods of time when it would be necessary,  
18 which is to say when -- during those periods of travel  
19 when the girls with Miss LaBrie are in a foreign  
20 country, such that the lien would be in place during  
21 the period of time when Miss LaBrie would be abroad and  
22 it would be as near to immediately released upon her  
23 return. That would not inhibit Miss LaBrie while in  
24 the United States from doing whatever she needed to do  
25 with her own property, which she should have a right to



1 do while, at the same time, acting as a mechanism to  
2 alleviate the concerns of the girls that they may not  
3 return following that period of travel.

4 The girls are now nearly 13 years old and when  
5 they reach 18 the Court loses jurisdiction over them in  
6 this way. And as time goes on and they get older, much  
7 of this decision may be taken out of all of our hands  
8 if they choose not to go of their own volition.

9 I will hold the final form of this process and  
10 put it in the form of an order given that the parties  
11 have effectively agreed to all other terms.

12 The two additional terms that were mentioned  
13 by Mr. Alcarese have apparently been accepted by Miss  
14 LaBrie and I will ask counsel to include those in a  
15 revision of the consent order that will be submitted to  
16 the Court. So that the only issue that I will hold on  
17 to is the form of the security to be given during those  
18 periods when Miss LaBrie travels abroad.

19 So that is my decision on that issue. Are  
20 there any other issues not otherwise agreed by the  
21 parties that they need to raise at this time?

22 MR. NOWAK: Your Honor, I just wanted to see  
23 if your final order will also address the costs of  
24 accomplishing the drafting and the recording and the  
25 release?

1           THE COURT: Yes. And in fairness, because  
2 this is an issue that has been -- Mr. LaBrie has been  
3 pushing for this, I will likely and I believe he had  
4 agreed to that earlier, that to cover the cost of that.

5           MR. NOWAK: Thank you, Your Honor.

6           MS. BELL: Yes, Your Honor.

7           MR. NOWAK: I apologize, Your Honor. I have  
8 got one other change. I think it is minor. I think in  
9 the Judgment of Absolute Divorce there is telephone  
10 access and Miss LaBrie would like to see if they can  
11 also agree that during the international travel it can  
12 be Skype or WhatsApp or Viber, in addition to  
13 telephone.

14          THE COURT: Sure. I would imagine Mr. LaBrie  
15 would welcome that.

16          MS. BELL: He does believe it is already --  
17 and I believe it is in the international terms.

18          THE COURT: To the extent it is not -- that is  
19 probably in the Judgment of Absolute Divorce which, I  
20 would note, contains one, two, three, four -- covers  
21 four of the five pages of the order. Miss Bell,  
22 anything else?

23          MS. BELL: Nothing further. Mr. LaBrie and I  
24 would like to thank you for your patience and your  
25 assistance in this matter.

1 THE COURT: You are very welcome.

2 MR. ALCARESE: Your Honor, may I conference  
3 with counsel very quickly about one thing in the order?

4 THE COURT: Sure. Go ahead.

5 MR. ALCARESE: Thank you, Your Honor. I will  
6 just say that in paragraph 7 there is an agreement to  
7 adding the word "attempting to" in the third line, just  
8 so that it would say that the activities without first  
9 attempting to having good faith discussions with each  
10 other regarding these matters.

11 THE COURT: Okay. All right. And who will be  
12 preparing this and submitting it to the Court?

13 MS. BELL: Mr. Nowak has the original that we  
14 are going to work off of.

15 THE COURT: You will submit an agreed order?

16 MS. BELL: Yes, Your Honor. Can I request  
17 that the parties sign it as well?

18 THE COURT: Sure.

19 MR. NOWAK: I think that we have signature  
20 lines for the parties, the attorneys, and Mr. Alcarese.

21 THE COURT: Excellent idea.

22 I have some final questions. Miss LaBrie, I  
23 prefer to be able to say them as a whole rather than  
24 have them broken down by interpretation. If at any  
25 point you don't understand what I'm saying, please

1 raise your hand and I will stop so that they can be  
2 interpreted. Is that all right?

3 All right. As I said yesterday, it is  
4 perfectly obvious that both of you love your daughters  
5 very much. It is also obvious and not at all unusual  
6 that you disagree about what is best for them or how to  
7 get to best for them. And it is a testament to both of  
8 you that you have been willing over the last two days  
9 to make compromises on things that are important to  
10 you, but that you are willing to do that for the best  
11 interests of your daughters. And I could be wrong but  
12 I'm willing to predict that from now through the rest  
13 of their childhood and probably into their early  
14 adulthood you will be required to make additional  
15 compromises on things that you believe are important to  
16 you but are nevertheless something you are willing to  
17 give up in the best interests of your children.

18 I'm optimistic that the work that you have put  
19 in over the last two days is a commitment to that going  
20 forward. And I say this particularly to you, Miss  
21 LaBrie, because this shift in the time spent between  
22 your home and Mr. LaBrie's home has fallen most heavily  
23 on you and there have been good reasons for why that  
24 has been done but, nevertheless, I understand that has  
25 been hard for you. So that I can only wish both of you

1 good luck and to continue your commitment to your two  
2 daughters.

3 I also realize that it would have been  
4 impossible for the two of you to have come to this  
5 agreement which I believe is in the best interests of  
6 your children. You have agreed to that and you  
7 testified earlier, but I believe that it is.

8 And it would have been impossible for you to  
9 get to this point without the assistance of your  
10 lawyers who have done an enormous service to each of  
11 you and to the Court by negotiating these very  
12 difficult issues. And both of you have been very well  
13 served by your lawyers and I'd say to Mr. Alcarese, you  
14 have done an exceptional job for the two girls speaking  
15 on their behalf. So I thank you all of you on all of  
16 your work and I wish the parties good luck going  
17 forward.

18 MR. NOWAK: Thank you, Your Honor.

19 MS. BELL: Thank you, Your Honor.

20 THE COURT: And that will conclude this  
21 hearing.

22 (Conclusion of Proceedings.)  
23  
24  
25

REPORTER'S CERTIFICATE.

I, Randy K. Mackubin, an Official Court Reporter of the Circuit Court for Baltimore County, do hereby certify that I transcribed stenographically the proceedings in the matter of LaBrie versus LaBrie, Case Number 03-C-14-13990 on February 25, 2021.

I further certify that the foregoing pages numbers one through 19 constitute the official transcript of proceedings as transcribed by me to the within typewritten matter in a complete and accurate manner.

In Witness Whereof, I have hereunto subscribed my name this 30th day of May, 2022.

A handwritten signature in black ink, appearing to read 'Randy K. Mackubin', written over a horizontal line.

Randy K. Mackubin

Official Court Reporter

**LAURENT J. LABRIE II**

Plaintiff

v.

**AURELIA LABRIE**

Defendant

\* IN THE  
\* CIRCUIT COURT FOR  
\* BALTIMORE COUNTY  
\* MARYLAND  
\* CASE No.: 03-C-14-013990

\* \* \* \* \*


**ORDER**

Upon consideration of the Defendant's Motion to Enforce Consent Order and any response thereto it is by the Circuit Court for Baltimore County hereby is:

ORDERED, that the Motion is GRANTED, in part, and DENIED, in part; and it is further

ORDERED, that both parties shall abide by the terms of their Consent Order and shall conduct themselves so as to advance the interests of the Minor Children; and it is further

ORDERED, that all other relief requested in the Defendant's Motion to Enforce is DENIED.

  
\_\_\_\_\_  
JUDGE Keith R. Truffer  
CIRCUIT COURT FOR BALTIMORE COUNTY

Date: July 16, 2021  
\_\_\_\_\_

Entered: Clerk, Circuit Court for  
Baltimore County, MD  
July 16, 2021

EXCERPT OF PROCEEDINGS

(Excerpt begins - 14:42:00)

MS. BELL: My client wants to repeat the legal custody language as is into this consent order. For his concern down the road would be if, I don't know, some engagement between Ms. La Brie and a doctor, for instance and this language is not in this order --

THE COURT: All right.

MS. BELL: -- then it could appear that --

THE COURT: For purposes of completeness --

MS. BELL: Yes.

THE COURT: -- it's being offered that those provisions particularly being repeated here. And is there any objection to that?

MR. NOWAK: No, Your Honor.

THE COURT: Okay, (inaudible).

(Interpreter interpreting)

THE COURT: All right. Next issue.

MS. BELL: My client would like -- I don't know if it has to say birthday parties or parties. But if the girls have an activity that is not included, when the three attorneys got together, Your Honor, we agreed with sports, clubs, music lessons and/or practice. And my client's concern that there might be a generic party or something. And then also we need to change the language



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August 17, 2018

## Retainer Agreement For Family Law Representation

Dear Aurelia La Brie:

It is the practice of this law firm (the "Firm") to have a written agreement with clients concerning the financial terms of our representation. In the matter of your family law case (Petition to Appoint Parenting Coordinator) in Baltimore County we will bill you based upon our hourly rates at the time the work is performed.

### HOURLY RATE

At the present time, David D. Nowak's hourly rate is **\$275.00** per hour, you will receive legal services through the Baltimore County Lawyer Referral Service Reduced Fee Family Law Program of **\$100 per hour**. Client agrees to pay the hourly rates charged by each attorney at the time work is performed. Hourly time charges include, but are not limited to: court or deposition appearances, the time spent awaiting the calling of your case, telephone calls, reviewing and responding to emails, conferences, travel time to and from court, legal research, review of file materials or documents sent or received, preparation time, drafting time, editing time or any other service deemed necessary to prosecute or defend Client's case.

### RETAINER

To undertake this representation, we require a retainer of **\$1,000.00**. This includes anticipated court costs. This retainer will be deposited into our Client Trust Account and held as a deposit toward any amounts that may later become overdue. In that event, we will draw upon this retainer and apply it against all charges posted to your account that are then overdue. These applications will be reflected on your subsequent bill(s). Any charges remaining after these applications will be billed to you. The balance of the trust account will appear on monthly bills and provides notice to the Client of its use. At the conclusion of the representation, any remaining balance of the retainer will be returned to you.

### HOURLY BILLING

There will be a minimum charge of six (6) minutes (1/10 of an hour) for any work performed by any member of the firm. The Firm will bill on a monthly basis.

### EXPENSES

In addition to our hourly fees, you will be billed for other customary charges such as photocopying, excess postage, delivery services, filing fees, experts, investigators, exhibit

<b>LAURENT J. LABRIE II</b>	*	IN THE
Plaintiff/Counter-Defendant	*	CIRCUIT COURT FOR
v.	*	BALTIMORE COUNTY
<b>AURELIA LABRIE</b>	*	MARYLAND
Defendant/Counter-Plaintiff	*	CASE No.: 03-C-14-013990

\* \* \* \* \*

**AMENDED PETITION FOR CONTEMPT**

NOW COMES, Aurelia LaBrie, Defendant/Counter-Plaintiff by and through her attorneys, David D. Nowak and the Law Office of David D. Nowak, LLC and respectfully requests the Honorable Court to find the Plaintiff/Counter-Defendant, Laurent J. LaBrie II, to be in contempt of Court and for cause states as follows:

1. The parties entered into a Consent Order Regarding Modification of Custody entered on May 17, 2021. That Consent Order states that the Consent Order of October 21, 2016, the Judgment of Absolute Divorce, and the Marital Settlement Agreement dated February 1, 2017 shall remain in full force and effect, except as modified by the May 17, 2021 Consent Order.

**DENIAL OF ACCESS**

2. Pursuant to the May 17, 2021 Consent Order, the parties have shared physical custody of their minor children on a rotating two (2) week schedule. During the school year:

Father shall have physical custody of the minor children on Monday until taking them to school, (or if there is no school until 9:00 a.m.) on Thursday, Mother shall then have physical custody of the children from after school Thursday until

Monday morning taking them to school (or if there is no school, until 9:00 a.m.).

And on the following week, Father shall have physical custody of the children on Monday until taking them to school, (or if there is no school, until 9:00 a.m.) on Thursday, Mother shall then have physical custody of the children from Thursday until Friday morning taking them to school (of if there is no school, until 9:00 a.m.). (Exhibit A)

3. On or about October 18, 2021, Plaintiff, Laurent J. LaBrie, II left Maryland to move permanently to New Hampshire.

4. The Plaintiff is willfully violating this Court's orders by refusing to return the minor children to the Defendant for her custodial time.

5. The Plaintiff is willfully interfering with Defendant's parental rights.

6. The Plaintiff took the children to New Hampshire on October 18, 2021, although there was no reason for him to do so, as Maryland is the home of the children and the location of their home, schools, pediatrician, therapists, all extracurricular activities, churches, friends and all other connections, especially their Mother.

7. Since relocating to New Hampshire, Plaintiff has denied the Plaintiff her court-ordered custodial time among other blatant and notorious violations of this Court's Orders.

### **JOINT LEGAL CUSTODY**

8. Pursuant to the Orders in the case and specifically the May 17, 2021 Consent Order, "the parties shall have Joint Legal Custody of their minor children, joint legal custody being the right and obligation to make major decisions for the minor

children and shall proceed as follows in that regard:

- a. The parties shall engage in good faith discussion with each other regarding matters of importance regarding their minor children, and if they still cannot reach agreement, Father shall have tiebreaker authority regarding education issues, **except that the children shall remain at their current middle school and shall attend high school within thirty-five (35) miles of Reisterstown, Maryland, unless otherwise agreed by the parties.**” (Exhibit A, emphasis added).

9. Although the parties have joint legal custody the Plaintiff, Laurent J. LaBrie, II, has attempted to remove the children from their Baltimore County middle schools and to place the children in a religious correspondence-type homeschool that provides lessons online from a religiously based organization located in the State of Washington.

10. The parties explicitly agreed, and were so ordered, to keep their children in their current their middle schools. There has been no agreement to dis-enroll the children from Baltimore County Public Schools and place them in a religious homeschool program.

11. Upon information and belief, the Plaintiff has misrepresented that he has authority to make educational decisions in this regard as his “tie-breaking” authority; however, the order explicitly states that the children are to remain in their current middle schools as an exception to any tie-breaking authority.

12. On or about August 23, 2021 at approximately 10:50 a.m., the Plaintiff

emailed Defendant stating that he intended to move to the State of New Hampshire. Presupposing that the children would relocate with him during the school year, he stated his intent to enroll the children in school there, but then he proposed that the children attend a “virtual school” called Enlightium Academy, which is a religious-based homeschooling program, akin to a correspondence course. The Plaintiff demanded a response within 48 hours. (Exhibit B)

13. The very same day, August 23, 2021 at 5:06 p.m., 6 hours and 6 minutes after his email, and prior to Defendant responding, the Plaintiff filed a 57-paragraph pleading styled a Motion to Modify Custody, Access Schedule and Child Support stating he was leaving the State of Maryland to relocate to New Hampshire and requesting a Modification of the May 17, 2021 Consent Order. (Exhibit C)

14. The Plaintiff clearly made the decision to move from the State of Maryland prior to his email, as he admits he applied for a job in another state, and apparently accepted the position, *prior* to August 23, 2021, without first discussing the matter with Ms. LaBrie.

15. After it became clear that Plaintiff could not enroll the minor children in a virtual home-school without Defendant’s consent, Plaintiff contacted the minor children’s therapists without Defendant’s knowledge or consent. Plaintiff obtained letters from the minor children’s therapists requesting health exemptions from in-person learning for the minor children and presented them to Baltimore County Public Schools in an attempt to unilaterally enroll the children in virtual learning.

16. Baltimore County Public Schools has since revoked that exemption,

noting that the Plaintiff's attempts to enroll the minor children in virtual learning was inappropriate, as it was apparent that the reason Plaintiff offered for seeking the exemption was fraudulent and he actually sought to enable his relocation to New Hampshire.

17. The minor children have now missed several days of school since Baltimore County Public Schools revoked the virtual learning exemption.

18. The Plaintiff failed to engage in a good faith discussion and has acted in bad faith, as he had already made the decision to re-locate and has actively taken steps to plan for and remove the children from their schools prior to August 23, 2021.

19. Having considered the proposal, Ms. LaBrie, of course, declined to remove the children from their middle schools, as was ordered and agreed upon by the parties. Despite a lack of agreement on this issue, and despite Plaintiff's lack of tie-breaking authority to change schools, he has chosen to willfully plough ahead with his plans in violation of this court's order.

20. It is unknown if the Plaintiff has complied with Maryland Law regarding providing timely notice to the Baltimore County School Board as required prior to homeschooling children. It is known that the Defendant has *not* consented to changing the schools of the children, she has not consented to homeschooling, and she has not signed the required authorization forms required by law prior to a child beginning homeschooling.

21. It is believed that the Plaintiff has attempted to manipulate and persuade educators and administrators that he has the authority to make educational decisions and

that said authority flows from this court's orders, when in fact, the parties have joint legal custody, and any tie-breaking authority does not apply to *changing* the schools currently attended by the children.

### **JOINT LEGAL CUSTODY – CHILDREN'S THERAPISTS**

22. Pursuant to the orders in this case, in particular the May 17, 2021 Consent Order, "the minor children shall continue therapy with their current therapists, the therapists are instructed to communicate with both parties, and provide quarterly progress reports. If in the future, there is a need to change a therapist, the parties shall jointly discuss the selection of the therapist, but Father shall have tie-breaking authority; both parties shall attend intake prior to the child being seen or treated by the therapist."

23. As noted above, Plaintiff requested and apparently obtained, without Defendant's knowledge or consent, letters from the minor children's therapists in an attempt to get a medical exception for in-person learning.

24. Additionally, now that Plaintiff has taken the children to New Hampshire, they are no longer participating in therapy with their therapists, despite this Court's Order.

25. Additionally, the minor children's therapists cannot engage in telehealth appointments with the minor children while they are located outside of Maryland.

### **EXTRA CURRICULAR ACTIVITIES**

26. Pursuant to the May 17, 2021 Consent Order, the children "shall participate in their extra-curricular activities, regardless of which parent has parenting time with the children. Extra-Curricular activities include but are not limited to

performances, lessons and/or practice in sports, clubs, music lessons and/or practice.”

27. As the Plaintiff has removed the children from Maryland, they can no longer participate in their agreed upon extra-curricular activities, in violation of this Court’s Order.

28. Due to Plaintiff’s actions, Anastasia is unable to attend weekly piano lessons. As a result, Anastasia has missed her lessons on October 21, 28 and November 4.

29. Alexandra Suhoy, Director of Harmony Music School, where Anastasia attends, expressed concerns that Anastasia will not be able to progress adequately and if “this attendance continues, [Anastasia] won’t be able to prepare her program for the Open Performances and Exams that are scheduled at the end of each semester.” (Exhibit D)

30. Plaintiff’s refusal to allow Anastasia to participate in her regular piano lessons, as ordered by this Court, could negatively impact her musical progress and skills.

31. This also deprives Anastasia of an activity that she both enjoys and in which she demonstrates promising talent.

32. The children’s Scout Troop is also located in Maryland, and the children can no longer participate in their Troop’s activities.

33. The minor children participated in a number of activities, all located in Maryland. Plaintiff has made no effort to keep the minor children in their current extracurricular activities, despite being ordered to do so by this Court, and he is depriving the minor children of those activities and social connections they forged in their various sports, music lessons, scouting and other activities.

**NOT TO DISCUSS ISSUES WITH CHILDREN IN ADVANCE OF DECISION**



34. The May 17, 2021, Consent Order, also states “ORDERED that neither party shall unilaterally make a major decision for the minor children, or exercise tie-breaking authority, regarding education, religious issues, or medical issues without attempting to first have good faith discussions with each other regarding these matters. The parties shall discuss the issue prior to committing to the decision and the parties will not bring the children into their conflicts regarding these decisions, however if the children(ren) is/are part of the decision-making process, neither parent shall commit to the decision with the child(ren) until after the parties have discussed the decision between them, so as not to raise the child(ren)’s expectations prior to a decision being made.”

35. Upon information and belief, the Plaintiff traveled to the State of New Hampshire during the summer of 2021, prior to his August 23, 2021 email. During the trip, the Plaintiff toured the town where he intends to move with the children, and he informed the children they were going to move to New Hampshire.

36. Upon information and belief, the Plaintiff showered the children with promises of luxury and enticed them with promises, all to persuade the children to agree with his decision to abandon their lives in Maryland.

37. The Plaintiff clearly discussed the issue of education with the children *prior* to consulting with Ms. LaBrie as he noted that a “friend” attended the religious homeschool program that he intended to enroll the children. (Exhibit B).

38. Furthermore, the children themselves told Ms. LaBrie that the Plaintiff told one or both children they would be changing schools and moving to New Hampshire.

39. Upon information and belief, the Plaintiff told the children not to share this information with their mother.

40. Upon information and belief, the Plaintiff threatened one or both children by stating that if they did not keep his plans to move secret from Ms. LaBrie that she (Ms. LaBrie) would spoil everything.

41. The Plaintiff is clearly attempting to manipulate the children to persuade them to adopt his position, prior to consulting with Ms. LaBrie, in violation of the Consent Order, which prohibits such conduct.

42. The Plaintiff's intent in this regard is clear, as his 57-paragraph Motion to Modify in paragraph 56, asks for the re-appointment of the Best Interest Attorney for the children, because he has already put into motion his plan to manipulate the children to accept his voluntary decision to relocate. (Exhibit C).

43. The Plaintiff's actions in this regard are willful and contumacious.

44. The Plaintiff is attempting to manufacture a preference, when he should not have had any discussions with the children about changing their schools, or any other major decision regarding the children, without first discussing the matters with Ms. LaBrie.

### **SUPPORT PAYMENTS**

45. Plaintiff is also in contempt of this Court's Judgment of Absolute Divorce, as he has missed child support and/or alimony payments, and he has consistently been making these payment(s) late.

46. Pursuant to the August 21, 2017 Judgment of Absolute Divorce, which

incorporated but did not merge the parties' signed Marital Settlement Agreement into the Judgment (hereinafter "Agreement"), the Plaintiff is to pay monthly child support of \$504.00 on or before the first day of each month. (Exhibit E and Exhibit F).

47. Plaintiff is also obligated to pay monthly alimony to the Defendant in the amount of \$782.00, which is "Due and payable **on the first day of each consecutive month thereafter...**" (Exhibit F emphasis added).

48. As of the date of this Petition, Plaintiff's last child support payment was for \$503.00 on May 10, 2021 and he has not made further child support payments, which are due and owing.

49. In addition to these missed payments, Plaintiff has consistently failed to make timely alimony and child support payments each month. Instead, the Plaintiff frequently makes these payments at the end of the month, or random times mid-month, such as the 10<sup>th</sup> of the month.

50. Plaintiff also regularly makes demands of the Defendant and withholds alimony and child support payments until his demands are met.

51. Ms. LaBrie is entitled to an earnings withholding order, so that alimony and child support are paid consistently through the Office of Child Support Enforcement.

#### **CHANGE OF RESIDENTIAL ADDRESS**

52. The Consent Order dated October 21, 2016, requires that "each of the parties shall keep the other party informed of a change with respect to their residential address." (Exhibit G).

53. The Plaintiff has changed his and/or changed the residential address of the

minor children.

54. The Consent Order of October 21, 2016 further requires that “the children shall not be cared for in the residence of any person who lives with a registered sex offender.” (Exhibit G).

55. Although the Plaintiff notified Ms. LaBrie of a change in address, he indicated he is living with other individuals but has refused to share the names of the persons with whom the children are residing at the new address, other than a child’s first name.

#### **ATTORNEY’S FEES AND COSTS**

56. Ms. LaBrie is entitled to attorney’s fees for Plaintiff’s breach pursuant to their Agreement. In the Marital Settlement Agreement, Page 8, Paragraph 15 states that, “if either party breaches any provision of this Agreement, or is in default thereof, that party shall be responsible for all reasonable legal fees incurred by the other party in seeking to enforce this Agreement as shall be assessed by a Court of competent jurisdiction.” (Exhibit F).

57. Additionally, Ms. LaBrie is entitled to attorney’s fees under Md. Code Ann., Fam. Law, §12-103, which provides that costs and counsel fees may be awarded in any case in which a party “(2) files any form of proceeding: (i) to recover arrearages of child support; (2) to enforce a decree of child support; or (3) to enforce a decree of custody or visitation.”

#### **CONCLUSION**

58. Plaintiff has violated this Court’s Orders regarding custody and support

and should be held in contempt and ordered to comply with this court's orders.

**WHEREFORE**, Defendant/Counter-Plaintiff, Aurelia LaBrie, respectfully requests that this Honorable Court:

A. Require the Plaintiff /Counter-Defendant to answer to the Court why he should not be held in Contempt of the orders in this case, including the Consent Order of May 17, 2021, the Judgment of Absolute Divorce dated August 21, 2017, the Marital Settlement Agreement, and the Consent Order of October 21, 2016;

B. Order Plaintiff/Counter-Defendant to comply immediately with the Orders in this case, and in the event the Plaintiff/Counter-Defendant refuses then the Defendant/Counter-Plaintiff requests that he be incarcerated and/or subject to sanctions as the Court may deem appropriate;

C. Enjoin the Plaintiff/Counter-Defendant from removing the children from their current middle schools, or the State of Maryland, and order him to NOT discuss this case or any major decisions with the minor children for any reason;

D. Grant the Defendant/Counter-Plaintiff primary physical custody and sole legal custody of the minor children;

E. Grant the Defendant/Counter-Plaintiff make up time for all days missed due to the denial of access;

F. Enter an Earnings Withholding Order against the Plaintiff/Counter-Defendant's wages for his alimony and child support obligations and payment through the Office of Child Support Enforcement;

G. Order the Plaintiff/Counter-Defendant to pay his support payments, and

reduce any arrears to a Judgment in favor of the Defendant/Counter-Plaintiff with interest accruing at the legal rate;

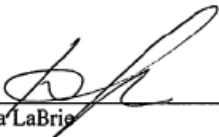
H. Enter Judgment against Plaintiff/Counter-Defendant, Laurent LaBrie II, in an amount to be determined at any such Show Cause Hearing for Attorney Fees and Costs;

I. Any further relief that the nature of Defendant/Counter-Plaintiff's cause may require or authorized by Maryland statutory or case law.

J. Any such other and further relief as the Court may deem just and proper.

#### **VERIFICATION**

I, Aurelia LaBrie, affirm, under the penalties of perjury that the information contained in the foregoing Petition is true to the best of my knowledge and belief.

  
Aurelia LaBrie

Respectfully submitted,

\_\_\_\_\_/s/\_\_\_\_\_  
David D. Nowak  
Law Office of David D. Nowak, LLC  
300 East Joppa Road, Suite 303  
Towson, MD 21286  
443-470-9071  
[davidnowak@davidnowaklaw.com](mailto:davidnowak@davidnowaklaw.com)  
AIS#: 0812170331  
*Attorney for Defendant/Counter-Plaintiff*

**CERTIFICATE OF SERVICE**

This is to certify that on this 12th day of November, 2021, the foregoing was served via MDEC to:

Susan Carol Bell, Esq.  
The Law Office of Susan Carol Bell, LLC  
300 Redland Court, Suite 204  
Owings Mills, MD 21117  
*Attorney for Plaintiff*

William Alcarese, Esq.  
Alcarese Law, LLC  
1301 York Road, Suite 200  
Lutherville, MD 21093  
*Best Interest Attorney*

\_\_\_\_\_/s/\_\_\_\_\_  
David D. Nowak

LAURENT J. LABRIE II

*Plaintiff*

v.

AURELIA LABRIE

*Defendant*

\*

\*

\*

\*

\*

IN THE

CIRCUIT COURT

FOR

BALTIMORE COUNTY

CASE NO. 03-C-14-013990 DA

RECEIVED AND FILED

2018 JUN 13 PM 2:59

CLERK OF CIRCUIT COURT

BALTIMORE COUNTY

\* \* \* \* \*

**PETITION TO APPOINT PARENTING COORDINATOR**

Plaintiff/Counter-Defendant, Laurent J. La Brie, II (hereinafter "Father"), by his attorneys Kathleen M. Wobber and Parler & Wobber, LLP, hereby files this Petition to Appoint a Parenting Coordinator, pursuant to Maryland Rule 9-205.2, and states:

1. Defendant/Counter-Plaintiff Aurelia La Brie (hereinafter "Mother") and Father are parents of two minor children, Anastasia V. La Brie born April 23, 2008 and Isabella E. La Brie born April 23, 2008 (twin girls who are at present age 10).

2. On October 21, 2016 the Court entered a Consent Order granting the parties joint physical custody of their children such that the children rotate residence between the parties' households on a bi-weekly schedule. October 21, 2016, Consent Order at ¶ 2, p. 2. The Consent Order grants joint legal custody to the parties, with Mother having tie-breaking authority on religious issues and Father having tie-breaking authority on educational and health care issues. *Id.* at ¶ 1(1)-(4), p. 1.

3. The Consent Order further states that the parties shall "have reasonable phone access," that "either party may supply the children with a cell phone to use to facilitate phone access," and that "the parties shall allow appropriate use of the cell phone by the children." *Id.* at ¶ 7, pp. 4-5. Additionally, the parties are required to "provide each other with notice of school events



[and] extracurricular events . . . within at least 48 hours of scheduling of health care appointments for the children.” Id. at ¶ 8, p. 5

4. On March 22, 2017, the Court entered a Judgment of Divorce on behalf of the parties.

5. Since the entry of the Judgment of Divorce, Father has provided the children with cell phones for the purposes of communication with a parent while in the care of the other parent.

6. Since the entry of the Judgment of Divorce the children have entered mental health therapy with Amy Rudich, LCSW-C.

7. Since the entry of the Judgment of Divorce, the children’s therapist has regularly met with both Father and Mother.

8. Since the entry of the Judgment of Divorce, Mother has not been receptive to the therapist’s intervention on issues of concern to the therapist.

9. Since the entry of the Judgment of Divorce, Father has had protracted issues with Mother regarding cell phone contact with the children while the children are in the care of the other party and with notification of school and extracurricular events.

10. Since the entry of the Judgment of Divorce, Mother has expressed concerns regarding Father’s care of the children.

11. Since the entry of the Judgment of Divorce, the parties have found that they are unable to effectively communicate and resolve their concerns. They have attempted to utilize their pediatrician and the children’s therapist in this regard, but said providers are not empowered with the authority necessary to effectively assist the parties.

12. Since the entry of the Judgment of Divorce, Mother has discontinued children’s extracurricular activities during her custodial days.

13. The parenting conflicts noted herein are detrimental to the children and constitute a material change in circumstances necessitating a change in the current Order.

14. The children's therapist has recommended Amy Mazer, LCSW-C, to fulfill the responsibilities of the parties' parenting coordinator.

15. The parties have discussed engaging a parenting coordinator, to be paid on a pro-rata basis, but are unable to agree that the appointment of a parenting coordinator is necessary.

16. It is in the best interest of the parties' minor children to appoint a parenting coordinator pursuant to Maryland Rule 9-205.2(g)(1-9) to assist the parties in developing guidelines for appropriate communications between them, suggest resources for the parties, and assist the parties in modifying patterns of behavior and in developing parenting strategies to manage and reduce opportunities that impact their children.

**WHEREFORE**, Plaintiff/Counter-Defendant, Laurent J. La Brie II, requests that this Honorable Court:

A. Make a finding that a material change in circumstances exists, sufficient to warrant modification of the October 21, 2016, Consent Order;

B. Order the appointment of a parenting coordinator;

C. Order Defendant/Counter-Plaintiff to pay Plaintiff/Counter-Defendant's attorneys' fees and costs; and

D. Grant such other and further relief as the nature of his cause may require.

Respectfully submitted,

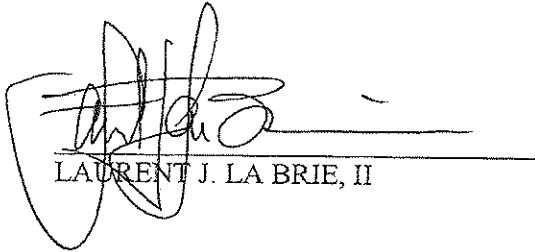


KATHLEEN M. WOBBER  
**PARLER & WOBBER, L.L.P.**

406 E. Joppa Road  
Towson, Maryland 21286  
410-832-1800 ext 102  
410-832-2536

[k.wobber@parlerwobber.com](mailto:k.wobber@parlerwobber.com)

*Attorney for Plaintiff/Counter-  
Defendant Laurent J. La Brie, II*



LAURENT J. LA BRIE, II

On Apr 21, 2021, at 10:43 PM, Laurent J. La Brie <lj@liv-n-letliv.net> wrote:

Hello Aurelia,

You want only one e-mail/text per week, so I cannot be informing you when the girls will or won't be attending activities.

You already used two messages this week and 25 last week. It would have been more if I hadn't blocked your phone number on my phone.

If you continue to violate your agreement, I will file for contempt of court.

To answer your question, the practice didn't get scheduled until we had already scheduled two other activities and preparations for the Wednesday Scout meeting.

Laurent

On 04/19/2021 10:02 PM, aurelia dogar wrote:

Larry today 04/19/21 the girls not go to practice softball , Why? You have to inform me, please.

Thank you

Aurelia

Sent from my iPhone

AD  
Dft. Exh. 1  
12/14/2021





CIRCUIT COURT FOR BALTIMORE COUNTY  
THIRD JUDICIAL CIRCUIT

County Courts Building  
Towson, Maryland 21204

ORDER

Case No.: 03-C-14-13990  
Case Name: LaBrie v. Labrie  
Date: October 10, 2018  
Screener: Magistrate Gilbert

Motion: Paper 143000 filed by Defendant, on 8/31/2018, Motion to Dismiss.

Response: None

Ruling: **Ordered that** Paper 143000 is granted. The Petition to Appoint Parenting Coordinator is premature. *See Md. Rule 9-205.2(f).*

October 12, 2018  
Date

[Signature]  
Judge

**True Copy Test**  
JULIE L. ENSOR, Clerk

Per LIK  
Assistant Clerk

**FILED OCT 19 2018**

IN THE CIRCUIT COURT  
FOR BALTIMORE COUNTY, MARYLAND

LAURENT LABRIE \*

PLAINTIFF \*

VERSUS \*

**CASE NUMBER**

**03-C-14-013990**

AURELIA LABRIE, \*

Defendant \*

\* \* \* \* \*

December 14, 2021

REPORTER'S OFFICIAL TRANSCRIPT OF PROCEEDINGS

BEFORE:

HONORABLE KEITH R. TRUFFER, ASSOCIATE JUDGE

APPEARANCES

ON BEHALF OF THE PLAINTIFF:

SUSAN BELL, ESQUIRE

ON BEHALF OF THE DEFENDANT:

DAVID NOWAK, ESQUIRE

ON BEHALF OF THE BEST INTERESTS OF THE MINOR CHILDREN:

WILLIAM ALCARESE, ESQUIRE

**PLEASE BE ADVISED:**

**The following proceeding was digitally recorded.  
Accoustics, parties speaking over each other and  
language barriers made it difficult for transcriber to  
decipher certain parts of the proceedings.**

Recording transcribed by:

PATRICIA A. CIRASOLE  
Court Reporter

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<div>3</div> <div>1</div> <div>2</div> <div>3</div> <div>4</div> <div>5</div> <div>6</div> <div>7</div> <div>8</div> <div>9</div> <div>10</div> <div>11</div> <div>12</div> <div>13</div> <div>14</div> <div>15</div> <div>16</div> <div>17</div> <div>18</div> <div>19</div> <div>20</div> <div>21</div> <div>22</div> <div>23</div> <div>24</div> <div>25</div>	<div>5</div> <div>1</div> <div>2</div> <div>3</div> <div>4</div> <div>5</div> <div>6</div> <div>7</div> <div>8</div> <div>9</div> <div>10</div> <div>11</div> <div>12</div> <div>13</div> <div>14</div> <div>15</div> <div>16</div> <div>17</div> <div>18</div> <div>19</div> <div>20</div> <div>21</div> <div>22</div> <div>23</div> <div>24</div> <div>25</div> <div>to refrain from knowingly disclosing</div> <div>confidential or privileged information</div> <div>obtained while serving in the proceedings.)</div> <div>THE CLERK: State your name for the record.</div> <div>THE INTERPRETER: Elena Costanzo.</div> <div>THE COURT: Would you mind spelling your</div> <div>last name, please?</div> <div>THE INTERPRETER: C O S T A N Z O.</div> <div>THE COURT: Good morning.</div> <div>All right. We have a number of motions that</div> <div>have been filed over the past several months. There was</div> <div>a hearing that had been scheduled on September 29th,</div> <div>which had we been able to do this then might have been a</div> <div>better idea, but did not work out that way.</div> <div>What I have, let me go through first to make</div> <div>sure I have covered or have all the open motions. There</div> <div>is a Motion to Modify Custody, which has been filed by</div> <div>Mr. LaBrie. There is a Motion for Immediate Appropriate</div> <div>Relief to maintain the status quo, which was filed by</div> <div>Mrs. LaBrie. There is an Amended Petition for Contempt</div> <div>also filed by Mrs. LaBrie against Mr. LaBrie.</div> <div>Are there any other pleadings that have not</div> <div>or are of substance that need to be ruled on?</div> <div>MR. NOWAK: Your Honor, we filed a Motion to</div> <div>Dismiss the Motion to Modify.</div>

<p style="text-align: right;">6</p> <p>1 THE COURT: Okay.</p> <p>2 MR. NOWAK: Which has as far as the</p> <p>3 procedure of this case goes, there was the child support</p> <p>4 modification matter, the modification to modify custody,</p> <p>5 the motion to modify custody was filed in late August.</p> <p>6 THE COURT: Right.</p> <p>7 MR. NOWAK: Then because I believe there</p> <p>8 was, the Court e-mailed us and asked how much time would</p> <p>9 be needed and the child support modification got</p> <p>10 consolidated with this or with this motion to modify.</p> <p>11 So that's how we ended up here.</p> <p>12 It's our position that our Motion to Dismiss</p> <p>13 has to be ruled on before their pleadings, which is</p> <p>14 really a complaint to modify being ruled on.</p> <p>15 THE COURT: All right, what's the basis for</p> <p>16 the Motion to Dismiss?</p> <p>17 MR. NOWAK: Service. There wasn't service</p> <p>18 on Ms. LaBrie when that was filed in August, I think,</p> <p>19 23rd of 2021.</p> <p>20 THE COURT: Has that been cured by the</p> <p>21 response?</p> <p>22 MR. NOWAK: We never filed a response to it.</p> <p>23 THE COURT: You filed a Motion to Dismiss.</p> <p>24 MR. NOWAK: We filed a Motion to Dismiss</p> <p>25 because it was not served and in the motion explained</p>	<p style="text-align: right;">8</p> <p>1 pleadings, but every month there is something new</p> <p>2 happening.</p> <p>3 THE COURT: Let me deal first with the</p> <p>4 Motion to Dismiss. What prejudice do you point to at</p> <p>5 this stage if we go forward on the Motion to Modify?</p> <p>6 MR. NOWAK: Well, it's our position that,</p> <p>7 well, the Motion to Dismiss was filed because there was</p> <p>8 not service on Ms. LaBrie.</p> <p>9 THE COURT: I understand.</p> <p>10 MR. NOWAK: When it was served on her with a</p> <p>11 summons, she has 30 days to file answers. And then we</p> <p>12 would go through presumably the regular process of</p> <p>13 having that scheduling order or scheduling conference,</p> <p>14 services, mediation, discovery deadline, expert</p> <p>15 deadline, all of the things that you would expect in a</p> <p>16 Motion to Modify.</p> <p>17 THE COURT: But how would that serve the</p> <p>18 best interests of the children? It seems so artificial</p> <p>19 at this point. All these issues are acute at this point</p> <p>20 with these children and I would think that is a position</p> <p>21 Ms. LaBrie would advance, that this is an acute</p> <p>22 situation and delaying a decision on it would serve no</p> <p>23 interest, particularly those of the minor children.</p> <p>24 MR. NOWAK: Well, prejudice I don't think is</p> <p>25 the standard for a motion to dismiss for failure to</p>
<p style="text-align: right;">7</p> <p>1 how it is the judgment, the prior order in May of 2021</p> <p>2 is a judgment and the issue of custody was resolved.</p> <p>3 I'll slow down a little bit.</p> <p>4 THE COURT: Okay.</p> <p>5 MR. NOWAK: And Mr. LaBrie then filed a</p> <p>6 complaint to modify custody. Ultimately, it's put in a</p> <p>7 complaint and then did not serve Ms. LaBrie. So we</p> <p>8 filed a Motion to Dismiss that. In the interim, we find</p> <p>9 out Mr. LaBrie is planning to move to New Hampshire, so</p> <p>10 then we filed a Petition For Contempt, which we have a</p> <p>11 show cause order amended and an answer was filed last</p> <p>12 night which I don't think MDEC has picked up yet or</p> <p>13 respond, I should say.</p> <p>14 As this case has kind of progressed,</p> <p>15 Mr. LaBrie now has, apparently, relocated to New</p> <p>16 Hampshire, but he took the children with him and then we</p> <p>17 file the Motion For Ex Parte Relief and a Motion For</p> <p>18 Emergency Hearing, which I believe Your Honor denied but</p> <p>19 set in for today. We were so close to it, it didn't</p> <p>20 make sense to do otherwise.</p> <p>21 MR. NOWAK: Right. And part of this problem</p> <p>22 with this case is the rapidity with which there was a</p> <p>23 motion filed in August and now in October, Mr. LaBrie</p> <p>24 passed up and there is issues with the school and</p> <p>25 everything. I don't know how thorough we were in our</p>	<p style="text-align: right;">9</p> <p>1 serve a party.</p> <p>2 THE COURT: It may be, but I can retrofit</p> <p>3 rules to get past it. But practically, I mean, I am</p> <p>4 trying to be practical here.</p> <p>5 MR. NOWAK: Certainly, Your Honor. The</p> <p>6 practical reality was in August there was no change in</p> <p>7 circumstances at all when Mr. LaBrie filed, he alleges,</p> <p>8 I have got a job in New Hampshire, I want to move and</p> <p>9 have moved and the children were involved in school.</p> <p>10 We did not think, first off, we thought we</p> <p>11 were going to have a child support hearing in September</p> <p>12 and this case would continue on. So Mr. LaBrie has had</p> <p>13 to shoehorn this case in with his plans which he had set</p> <p>14 into motion.</p> <p>15 Now, thankfully, we did serve discovery and</p> <p>16 we were told, there is another aspect to the Motion to</p> <p>17 Dismiss which was the service was on counsel, not on Ms.</p> <p>18 LaBrie. At the time I did not represent Ms. LaBrie for</p> <p>19 the Motion to Modify at all. It was just a continuation</p> <p>20 of the child support complaint from our side.</p> <p>21 THE COURT: All right. I appreciate the</p> <p>22 argument and the technical way that you have addressed</p> <p>23 it. I am going to deny the Motion to Dismiss. I find</p> <p>24 that there is actual service and, actual notice, not</p> <p>25 actual service, actual notice to the parties. For that</p>



<p style="text-align: right;">10</p> <p>1 reason it's in the best interests of the children to go 2 forward today on all issues.</p> <p>3 MR. NOWAK: Your Honor, we are not prepared 4 to go forward on the Motion to Modify Custody and I 5 believe we have 15 days to file answer to that 6 pleadings. So it would be our position that that motion 7 is not ripe.</p> <p>8 THE COURT: Well, then, what relief are you 9 seeking on the Motion For Immediate Appropriate Relief 10 to the maintain status quo. Isn't that effectively 11 addressing the issues raised by Mr. LaBrie's choices 12 here in moving to New Hampshire?</p> <p>13 MR. NOWAK: As a stop gap, yes. We filed 14 that motion because we then learned Mr. LaBrie had put 15 his plans into motion and was planning on taking the 16 children. We didn't think he was actually going to take 17 the children to New Hampshire. But if he goes, that's 18 up to him. Where the children go, that is not.</p> <p>19 So when we filed the Motion For Immediate 20 Relief, we were asking the Court to right then and there 21 say, stop everything, we are going to get to the Motion 22 to Modify, we are going to get to whatever pleadings, if 23 there is a change in circumstances, keep the children in 24 their schools, keep the children in Maryland. That's 25 what we ask for. It's a form of pendente lite relief,</p>	<p style="text-align: right;">12</p> <p>1 MR. NOWAK: Well, yes. So since then, which 2 are facts we didn't have available at the time, he's 3 moved to two different residences, which we have had no 4 opportunity to investigate, he has taken the children to 5 another state and moved into a residence that we have no 6 idea about other than an address. He has tried or has 7 enrolled the kids, the children, in I believe three 8 different schools and I found out last night in a 9 conversation with the best interest attorney perhaps 10 another school we didn't know about. He left October 11 18th and now he's trying to enroll the children in 12 in-person school in New Hampshire as of two weeks ago. 13 So Ms. LaBrie, she didn't have an opportunity to tour 14 that school. We know nothing about it.</p> <p>15 THE COURT: Those are all other issues. But 16 I mean I really want to get past this procedurally 17 because I don't find it that it's in anyone's interest 18 to postpone the issues, whether we address them in the 19 context of Mr. LaBrie's Motion to Modify Custody, 20 whether it is on an emergency basis as is requested by 21 Ms. LaBrie. I don't see where the difference is because 22 it's going to be resolved one way or another because 23 these children can't hang in limbo between New Hampshire 24 and Maryland.</p> <p>25 MR. NOWAK: And we are certainly not asking</p>
<p style="text-align: right;">11</p> <p>1 not to totally modify it.</p> <p>2 THE COURT: What would you have done had you 3 been properly served in this matter and issue, let's 4 say, back in September, what would you have done that 5 you have not done to prepare yourself for this?</p> <p>6 MR. NOWAK: Well, part of this is the 7 rapidity of what's occurred. So if we had been served 8 in August, we would have had 30 days to file an answer.</p> <p>9 THE COURT: Yes.</p> <p>10 MR. NOWAK: We would have had 90 days for 11 discovery. Mr. LaBrie, when he filed, the children were 12 here in Maryland in their schools like we had agreed to 13 in May. He hadn't sold his house and the schedule, the 14 agreement and consent order that we had entered into was 15 being followed. So there was nothing to do at that time 16 except to see what facts Mr. LaBrie was going to present 17 as to a change in circumstances, which is hard to, what 18 between May and August --</p> <p>19 THE COURT: Sir, would it have made any 20 difference?</p> <p>21 MR. NOWAK: It would have.</p> <p>22 THE COURT: You just said there was nothing 23 to be done at that time. It is the events since then 24 that have caused, I suppose, more of a response required 25 from Ms. LaBrie.</p>	<p style="text-align: right;">13</p> <p>1 that that occur. What we are asking for is that the 2 Court rule on our motions and our contempt with our 3 emergency motion and our motion to establish the status, 4 re-establish the status quo at this point.</p> <p>5 THE COURT: This is what I'm going to do. I 6 am going to deny the Motion to Dismiss by the Plaintiff, 7 excuse me, Ms. LaBrie has 15 days within which to file 8 an answer and we'll address the Motion to Modify Custody 9 at that time.</p> <p>10 Now, down to the other issues, the Amended 11 Petition for Contempt, which incorporates Mr. LaBrie's 12 move to New Hampshire, and Motion for Immediate 13 Appropriate Relief, which is all encompassing.</p> <p>14 Having heard Mr. Nowak for a moment, Ms. 15 Bell, I'll be happy to hear from you.</p> <p>16 MS. BELL: I wanted to point out that I 17 guess on behalf of the BIA as well, there are a few of 18 the things accepted motion for BIA.</p> <p>19 THE COURT: That has not, I'm sorry.</p> <p>20 MR. NOWAK: And Your Honor, that can go way 21 to the end. We have a lot of other things to deal with.</p> <p>22 THE COURT: All right, maybe I was a bit 23 presumptuous in ruling on the Motion to Dismiss without 24 hearing from anybody else on the other side. But as you 25 heard, I'm more focused on the substantive issues here</p>

<p style="text-align: right;">14</p> <p>1 rather than the procedural niceties.</p> <p>2 All right, Ms. Bell.</p> <p>3 MS. BELL: And also I believe, I think there</p> <p>4 remains sort of a question whether or not the BIA is</p> <p>5 actually the BIA. Your Honor indicated that that would</p> <p>6 move forward, if there was an objection and remains an</p> <p>7 objection from the Defendant's side, obviously, the</p> <p>8 Plaintiff believes that the children are still in need</p> <p>9 of counsel, you know, and I still have an argument on</p> <p>10 that that it's necessary, but actually more than --</p> <p>11 THE COURT: Your preaching to the choir on</p> <p>12 that point and I have that order that you are referring</p> <p>13 to.</p> <p>14 MR. NOWAK: That's from October twelfth.</p> <p>15 THE COURT: Have on the 14th.</p> <p>16 MS. BELL: And lastly, Your Honor, I just</p> <p>17 wanted to indicate that outstanding still remains the</p> <p>18 international order, in order to complete sort of --</p> <p>19 THE COURT: Yes, I have a draft of that that</p> <p>20 I have held on to. I didn't see the urgency since the</p> <p>21 parties were --</p> <p>22 MS. BELL: Not traveling internationally</p> <p>23 with Covid, sure.</p> <p>24 THE COURT: Because it will necessitate</p> <p>25 something, as I pointed out way back in May or whenever</p>	<p style="text-align: right;">16</p> <p>1 reviewed it, I'm going to deny the objection to the</p> <p>2 continued participation of Mr. Alcarese. I believe his</p> <p>3 involvement is critical here. Because the parties are</p> <p>4 at such loggerheads, it's very difficult for the Court</p> <p>5 to get any kind of fair assessment of what the</p> <p>6 children's positions are here without an independent</p> <p>7 voice. So I view Mr. Alcarese's continued participation</p> <p>8 to be critical to the best interests of the children.</p> <p>9 So I'm going to overrule the objection or however else</p> <p>10 it needs to be resolved. Okay, and I will address the</p> <p>11 second motion for fees in due time.</p> <p>12 So now, Ms. Bell, as to the Motion to</p> <p>13 Dismiss.</p> <p>14 MS. BELL: Obviously, Your Honor has denied</p> <p>15 the Motion to Dismiss, so I don't believe --</p> <p>16 THE COURT: I could revisit it but tell me</p> <p>17 why, I should have given you a chance to speak first.</p> <p>18 I'm sorry.</p> <p>19 MS. BELL: Sure. I mean my argument would</p> <p>20 be that, one, he was served, it still remained an open</p> <p>21 matter. It would be difficult for me to believe where</p> <p>22 there is an open matter that he's not representing Ms.</p> <p>23 LaBrie, but more importantly, he has responsively to</p> <p>24 that pleading now and the actions filed multiple</p> <p>25 motions, which actually illuminate the Motion to Modify,</p>
<p style="text-align: right;">15</p> <p>1 we last had the hearing that preceded the May order, it</p> <p>2 will require skills outside of this Court in order to do</p> <p>3 that. I have identified someone who is willing to do</p> <p>4 the work. It will be additional expense to the parties</p> <p>5 and I want to make sure they understand that so they</p> <p>6 know what they are paying for, you know, what they are</p> <p>7 getting for what they are going to have to pay. So for</p> <p>8 all those reasons, I had not finalized that order.</p> <p>9 MS. BELL: Your Honor, I know that you have</p> <p>10 ruled on this. I think my client would probably like me</p> <p>11 to at least make somewhat of an argument on why the</p> <p>12 whole matter should be heard today, although there's</p> <p>13 been no answer filed, certainly --</p> <p>14 THE COURT: All right. Let me just want to</p> <p>15 make sure I have got the issue with Mr. Alcarese's</p> <p>16 position here finalized. So that on October 14th I</p> <p>17 entered an order, the Court entered an order inviting</p> <p>18 any opposition within ten days of the docketing and the</p> <p>19 order. Because that, the way it was styled, the</p> <p>20 response to correspondence never came back up to me, so</p> <p>21 I had assumed that there had been no opposition. In</p> <p>22 reviewing -- you can be seated, I'm sorry.</p> <p>23 I have reviewed Ms. LaBrie's response, which</p> <p>24 had been filed on October 25th, which is close enough to</p> <p>25 being timely. That's when it was docketed. And having</p>	<p style="text-align: right;">17</p> <p>1 suggesting that he not only has that but that he's</p> <p>2 informing the Court about the actions and about what</p> <p>3 just happened. So I understand the procedural argument,</p> <p>4 but practically speaking, that doesn't make sense.</p> <p>5 More importantly, obviously, my client</p> <p>6 concurs with the idea that the kids are looking for</p> <p>7 finality, which would then sort of bring me into my</p> <p>8 argument of why the whole case should be heard today</p> <p>9 arguably and that would be to bring the finality for the</p> <p>10 girls.</p> <p>11 THE COURT: All right.</p> <p>12 MS. BELL: And if I may, and Mr. Nowak has</p> <p>13 already indicated that he did file discovery.</p> <p>14 THE COURT: Yes.</p> <p>15 MS. BELL: He had responded to discovery, so</p> <p>16 whether or not there is 90 days, my client responded to</p> <p>17 that. To indicate they had no idea either where the</p> <p>18 house is, there is an address, I'm sure this Court would</p> <p>19 not be going to New Hampshire even under custody</p> <p>20 evaluation to inspect, so I am not sure what other</p> <p>21 discovery. I understand the procedural issues, having</p> <p>22 just merely argued that it is, not merely but</p> <p>23 substantially argue that it is in the best interests of</p> <p>24 the girls that they have some ability to settle this in</p> <p>25 their own minds by some final resolution.</p>

<p style="text-align: right;">18</p> <p>1 THE COURT: Okay, I appreciate that.</p> <p>2 All right, I'm going to revisit, I'm still</p> <p>3 going to deny the Motion to Dismiss. Mr. Nowak, the</p> <p>4 concept of waiver comes immediately to mind.</p> <p>5 MR. NOWAK: May I respond?</p> <p>6 THE COURT: Yes, you can.</p> <p>7 MR. NOWAK: We filed a Petition For Contempt</p> <p>8 on September 21st. The discovery of which we received</p> <p>9 the show cause order for and which we had proper service</p> <p>10 via counsel upon request on Mr. LaBrie.</p> <p>11 THE COURT: All right.</p> <p>12 MR. NOWAK: So we didn't just file Petition</p> <p>13 For Contempt and put a certificate of service on it and</p> <p>14 say, oh, we served Mr. LaBrie. We also filed our</p> <p>15 discovery on the contempt itself, not to mention there</p> <p>16 is no bar to serving discovery while there is a pending</p> <p>17 Motion to Dismiss, especially because we still have an</p> <p>18 opportunity to file a Motion For Summary Judgment and</p> <p>19 file all sort of other actions.</p> <p>20 THE COURT: All right. I will not preclude</p> <p>21 you from filing anything else.</p> <p>22 MR. NOWAK: But the finality here was in</p> <p>23 May, the finality was in May. That is when the last</p> <p>24 order was.</p> <p>25 Now, in August when this was filed , there</p>	<p style="text-align: right;">20</p> <p>1 THE COURT: Yes.</p> <p>2 MR. NOWAK: I understand you are denying the</p> <p>3 Motion to Dismiss, granting Ms. LaBrie the right to file</p> <p>4 an answer in 15 days.</p> <p>5 THE COURT: Yes.</p> <p>6 MR. NOWAK: But proceeding on the pleading</p> <p>7 today.</p> <p>8 THE COURT: Correct.</p> <p>9 MR. NOWAK: Today.</p> <p>10 THE COURT: Yes.</p> <p>11 MR. NOWAK: So just to be clear, you know,</p> <p>12 we are going to object because there are expert</p> <p>13 witnesses that we might need, there's allegations that</p> <p>14 there are better schools or something like that. We</p> <p>15 have none of that available today and we do not have any</p> <p>16 notice today that we were going to be doing that</p> <p>17 pleading. So I would --</p> <p>18 THE COURT: How long would it take you to</p> <p>19 prepare all of that?</p> <p>20 MR. NOWAK: Say that again?</p> <p>21 THE COURT: How long would you need in order</p> <p>22 to prepare the information that you have just pointed</p> <p>23 to?</p> <p>24 MR. NOWAK: That, I do not know. That</p> <p>25 depends on I think our Motion For Contempt and the</p>
<p style="text-align: right;">19</p> <p>1 was no change in circumstances. It wasn't until October</p> <p>2 now, and Mr. LaBrie has not filed an amended complaint,</p> <p>3 that now he has moved, which then triggered his created</p> <p>4 change in circumstances.</p> <p>5 THE COURT: Right.</p> <p>6 MR. NOWAK: So that would put us in the</p> <p>7 position of saying, well, we are going to have a hearing</p> <p>8 less than a month and a half later on a total Motion to</p> <p>9 Modify when someone has moved to another region of the</p> <p>10 country and is trying to take the two children with him</p> <p>11 is just fundamentally not fair.</p> <p>12 THE COURT: All right. I hear you. I'm</p> <p>13 ruling that Ms. LaBrie has waived her right to assert</p> <p>14 that. When I deny the Motion to Dismiss, she can file</p> <p>15 an answer within 15 days. We are going to go ahead</p> <p>16 today on the hearing on the request to modify custody</p> <p>17 and, if need be, in order to permit Ms. LaBrie an</p> <p>18 opportunity for further preparation, I may continue</p> <p>19 this. But at this point, I don't see any good being</p> <p>20 achieved by postponing the issues. And I believe all</p> <p>21 issues need to be addressed.</p> <p>22 All right. Let me hear from Mr. Alcarese.</p> <p>23 I have not checked with you.</p> <p>24 MR. NOWAK: Just to clarify, and I</p> <p>25 apologize --</p>	<p style="text-align: right;">21</p> <p>1 Motion For Immediate Relief, which we are asking that</p> <p>2 Your Honor enforce the existing court order while things</p> <p>3 progress.</p> <p>4 THE COURT: All right. Mr. Alcarese, thank</p> <p>5 you for your patience. Is there anything you'd like to</p> <p>6 be heard on that we have talked about this morning</p> <p>7 before we begin?</p> <p>8 MR. ALCARESE: I think Your Honor has</p> <p>9 identified correctly that we need to bring some sort of</p> <p>10 finality to the situation with the children, whether</p> <p>11 they are staying in New Hampshire and continuing their</p> <p>12 schooling there or whether they are going to have to</p> <p>13 come back to Maryland and continue school in the</p> <p>14 Baltimore County public school system. That issue is at</p> <p>15 the forefront and needs to get determined.</p> <p>16 THE COURT: Okay.</p> <p>17 MR. ALCARESE: And for what it's worth, I</p> <p>18 have communicated with my clients about those types of</p> <p>19 issues and I do know their preference.</p> <p>20 THE COURT: Thank you. All right. Then I</p> <p>21 suppose I'll be happy to hear from both sides in brief</p> <p>22 openings. I know from reading the pleadings where</p> <p>23 everybody is, but I'll be happy to hear from you.</p> <p>24 MS. BELL: Your Honor, if I could again</p> <p>25 preliminarily --</p>

<p style="text-align: right;">22</p> <p>1 THE COURT: Sure, go right ahead.</p> <p>2 MS. BELL: And almost apologetically.</p> <p>3 THE COURT: Don't worry about it.</p> <p>4 MS. BELL: So much of this is going to</p> <p>5 overlap, including bringing child support to a</p> <p>6 conclusion. If this is only going to be a temporary</p> <p>7 resolution for today, that's not going to ultimately</p> <p>8 resolve child support or virtually anything else. I</p> <p>9 guess I'm concerned with the duplication. Will we be</p> <p>10 putting on largely a full case today and then coming</p> <p>11 back and repeating the same efforts that you have the</p> <p>12 therapists here and that type of thing or will this be</p> <p>13 compiled into a continuation of the hearing? So that</p> <p>14 would be my concern on how to proceed. If we don't have</p> <p>15 an ultimate final understanding of where the kids are,</p> <p>16 we certainly can't resolve child support. So resolving</p> <p>17 that today would not really be possible.</p> <p>18 THE COURT: Well, at the end of this</p> <p>19 hearing, however constituted, whatever pleadings get</p> <p>20 resolved, it's my determination to have a resolution of</p> <p>21 where these children need to be, what schools they need</p> <p>22 to be in and that has to be done now. What issues</p> <p>23 remain financially or in terms of contempt we'll have to</p> <p>24 address when we are done. But that is the central</p> <p>25 focus, if you want to put on whatever evidence you want</p>	<p style="text-align: right;">24</p> <p>1 MR. NOWAK: And, Your Honor, this actually,</p> <p>2 Mr. LaBrie cannot prove that there's been a change in</p> <p>3 circumstance. In January of 2020, he raised the same</p> <p>4 exact issues of him moving to New Hampshire, making the</p> <p>5 same argument that the children would be in a better</p> <p>6 school and that he wanted to take them to New Hampshire.</p> <p>7 That was in January of 2020.</p> <p>8 This case has been ongoing since 2018. We</p> <p>9 resolved this case as far as custody goes in May of</p> <p>10 2021. In that order, we modified custody by consent and</p> <p>11 specifically put in that the children would remain in</p> <p>12 their current middle school, the parties would have</p> <p>13 joint legal custody except educational tie breaking</p> <p>14 decisions --</p> <p>15 THE COURT: As long as they stayed in school</p> <p>16 here.</p> <p>17 MR. NOWAK: And within 35 miles of the high</p> <p>18 school, of Reisterstown for the high school. So</p> <p>19 Mr. LaBrie addressed all of these issues in January of</p> <p>20 2020 with Ms. LaBrie. It wasn't until approximately</p> <p>21 July, we think, he won't tell us when he actually</p> <p>22 applied for this job, if he had been offered one in</p> <p>23 2020. He applied for this job, we believe, before May</p> <p>24 of 2021, interviewed for it in July, took the children</p> <p>25 up to New Hampshire and told them in violation of the</p>
<p style="text-align: right;">23</p> <p>1 that addresses that issue, because Mr. LaBrie has made</p> <p>2 the decision to move the children to New Hampshire and</p> <p>3 that has brought into play many problems.</p> <p>4 So, that's the focus and I am not going to</p> <p>5 say at this point, and I know everybody wants to know,</p> <p>6 Judge, where is all this going? But that's my focus.</p> <p>7 The other issues are secondary to that. If we are able</p> <p>8 to get to them today, we'll do that. If we cannot,</p> <p>9 we'll postpone them and deal with them later.</p> <p>10 MS. BELL: Understood. Thank you, Your</p> <p>11 Honor.</p> <p>12 THE COURT: All right. So anybody want to</p> <p>13 be heard beyond what we have already discussed.</p> <p>14 MR. NOWAK: Your Honor, just a brief</p> <p>15 opening. I am assuming we are going to wrap in the</p> <p>16 petition, the Petition For Contempt, the Motion For</p> <p>17 Immediate Relief, the facts are all at this point the</p> <p>18 same.</p> <p>19 THE COURT: Right. It's about Mr. LaBrie</p> <p>20 going to New Hampshire.</p> <p>21 MR. NOWAK: Correct.</p> <p>22 THE COURT: Ms. LaBrie objects to that and</p> <p>23 for all the reasons that you have advanced.</p> <p>24 MR. NOWAK: Correct.</p> <p>25 THE COURT: That's really the issue.</p>	<p style="text-align: right;">25</p> <p>1 court order, this is where we are going to be living</p> <p>2 now, this is the school, this is the hospital I'm going</p> <p>3 to be working at, this is great. In August, Ms. LaBrie</p> <p>4 has her vacation, she finds out through one of the</p> <p>5 children --</p> <p>6 MS. BELL: Objection, Your Honor.</p> <p>7 THE COURT: This is just argument.</p> <p>8 MR. NOWAK: She finds out there is this</p> <p>9 possibility that there is an intent to move. Mr. LaBrie</p> <p>10 receives an offer in August twelfth, I believe, August</p> <p>11 10th, he retains an attorney in August 12, gets the</p> <p>12 offer on August twelfth, doesn't file to modify until</p> <p>13 August 23rd, I believe, even though he's had this time,</p> <p>14 doesn't mention anything to Ms. LaBrie until the morning</p> <p>15 of August 23rd, 10:50 AM, that I'm moving to New</p> <p>16 Hampshire, I'm taking the kids, the schools are better,</p> <p>17 almost the same e-mail that he had sent prior to the</p> <p>18 last order. That is that afternoon after 5:00 PM, he</p> <p>19 files his Motion to Modify, according to MDEC.</p> <p>20 There was no expectation that he was</p> <p>21 actually going to be taking the children. Whether he</p> <p>22 goes is fine. The children resume school in Deer Park</p> <p>23 Middle and Franklin Middle and continue in-person</p> <p>24 learning because they have been in in-person learning.</p> <p>25 Ms. LaBrie is, of course, upset. We learned that he's</p>

<p style="text-align: right;">26</p> <p>1 intending to move probably, I don't know exactly when he</p> <p>2 said, October 18th, but that was ultimately the date.</p> <p>3 So we did file motions, we filed the Petition For</p> <p>4 Contempt, because in order to move, Mr. LaBrie knew that</p> <p>5 the children had to be in some kind of a school program.</p> <p>6 He tried to enroll them in a home school program called</p> <p>7 Enlightenment Academy --</p> <p>8 THE COURT: I don't need all the details.</p> <p>9 We'll get into that.</p> <p>10 MR. NOWAK: What's occurred is a complete</p> <p>11 violation of the legal custody provision --</p> <p>12 THE COURT: Okay.</p> <p>13 MR. NOWAK: -- now, a violation of the</p> <p>14 physical custody provision and it's our position that</p> <p>15 not only is Mr. LaBrie in contempt, he totally</p> <p>16 disregarded the agreement and court orders. There is no</p> <p>17 change of circumstances.</p> <p>18 THE COURT: I mean, his own relocation is a</p> <p>19 change in circumstances, isn't it?</p> <p>20 MR. NOWAK: Right, but he was planning to do</p> <p>21 it prior to the order.</p> <p>22 THE COURT: All right.</p> <p>23 MR. NOWAK: But now if he had moved, fine.</p> <p>24 But he knew he was going to move beforehand. Those</p> <p>25 facts were available to him. He could have presented</p>	<p style="text-align: right;">28</p> <p>1 THE COURT: Okay.</p> <p>2 MR. NOWAK: But they are both in school.</p> <p>3 THE COURT: That's right.</p> <p>4 MR. NOWAK: These are the schools they have</p> <p>5 been attending and that alleged attempt to put them in</p> <p>6 some other schools, this is all new because he didn't</p> <p>7 move until October 18.</p> <p>8 THE COURT: All right.</p> <p>9 MR. NOWAK: And then the children were in</p> <p>10 some kind of virtual program either through something he</p> <p>11 had, there is this, there is all these home school</p> <p>12 programs he signed up for, it's kind of confusing. And</p> <p>13 then ultimately, he said, I'm going to enroll them in</p> <p>14 Sunapee public school in New Hampshire. I think they</p> <p>15 have only been there for ten days, maybe less. We are</p> <p>16 not sure.</p> <p>17 THE COURT: Okay.</p> <p>18 MR. NOWAK: Ms. LaBrie had no knowledge of</p> <p>19 that. I don't even know if she did not authorize it;</p> <p>20 the Baltimore County school system has not transferred</p> <p>21 the transcript, I don't know if it's a provisional</p> <p>22 enrollment. Additionally, doctors, therapists, friends,</p> <p>23 all of the children's extracurricular activities are</p> <p>24 here in Maryland. That is what we agreed to in May.</p> <p>25 And now in August, all of that is going to be uprooted</p>
<p style="text-align: right;">27</p> <p>1 that to the Court; he did present it to Ms. LaBrie and</p> <p>2 then he abandoned it. So, yes, he has apparently</p> <p>3 relocated. He sold his house, looks like he got about</p> <p>4 \$43,000 in his bank account for that. We also learned</p> <p>5 he hasn't been paying any of his own attorneys fees,</p> <p>6 he's been borrowing all of this from someone named</p> <p>7 Mr. Adkins.</p> <p>8 THE COURT: Does that matter?</p> <p>9 MR. NOWAK: Well, it does, because for the</p> <p>10 attorney's fees, especially for the best interest</p> <p>11 attorney's fees and our requests for attorney's fees, he</p> <p>12 had a large sum of money that also is enabling him to</p> <p>13 pull up stakes and try to relocate the children.</p> <p>14 So the children today, Your Honor, are in</p> <p>15 their seats in their Baltimore County public schools.</p> <p>16 They are here. Mr. LaBrie brought them back. Ms.</p> <p>17 LaBrie took them back to their schools and they were</p> <p>18 there yesterday and they are there today.</p> <p>19 THE COURT: This is at Franklin Middle?</p> <p>20 MR. NOWAK: And Deer Park Middle.</p> <p>21 THE COURT: And Deer Park Middle.</p> <p>22 MR. NOWAK: The girls go to different</p> <p>23 schools. One is a magnet school.</p> <p>24 THE COURT: Okay.</p> <p>25 MR. NOWAK: I'm not sure of the other.</p>	<p style="text-align: right;">29</p> <p>1 and there is going to be a big question, there is a big</p> <p>2 question mark why, what's really going on, what's going</p> <p>3 to happen up in New Hampshire? Mr. LaBrie moved because</p> <p>4 he got some more money. That's really the reason why.</p> <p>5 THE COURT: Okay.</p> <p>6 MR. NOWAK: And I don't think he filled out</p> <p>7 any applications for any other area here, got a job,</p> <p>8 asked for a raise. So his moving to earn more income is</p> <p>9 fine. He has a constitutional right to do that. To</p> <p>10 modify a custody and consent order because of that,</p> <p>11 especially when he knew he was planning to do it prior</p> <p>12 to that, is not a legal basis to the modify a final</p> <p>13 order from now six months ago when he filed three</p> <p>14 months.</p> <p>15 So we are asking that Mr. LaBrie be found in</p> <p>16 contempt, order him to obey the order. If Your Honor is</p> <p>17 going to modify custody, whether it's pendente lite,</p> <p>18 keep the children here in their home. They are in</p> <p>19 Maryland, they are in their schools, all their</p> <p>20 activities, schools, doctors, therapists are here. They</p> <p>21 are here today. Keep them here with their mother.</p> <p>22 The parties agreed to share physical custody</p> <p>23 and legal custody and if there is going to be is a</p> <p>24 change in circumstance, Your Honor can modify that as</p> <p>25 well. So, after a mere three months of our last order,</p>

<p style="text-align: right;">30</p> <p>1 Mr. LaBrie has created this situation and I think it's a  2 stiff burden for him to establish proof there's a change  3 of circumstances besides his move, but then show it's in  4 the best interests of the children when there is a  5 complete unknown of where he's moved to, what he's doing  6 up there, why he's done this, other than to get  7 additional income when he could have done that here.  8 THE COURT: All right. Thank you. If you  9 want to be heard.  10 MS. BELL: I do briefly.  11 THE COURT: Briefly, is give us your,  12 argument.  13 MS. BELL: Yes, Your Honor.  14 This is not a big conspiracy with  15 Mr. LaBrie. He did look for a job in 2020. He actually  16 wrote an e-mail, I'm sure it will be put into evidence  17 today, to Ms. LaBrie basically saying if you'd like to  18 move to New Hampshire, he was looking at it even before  19 they were divorced as a family thing because it did mean  20 more money for him. But more money for him means more  21 money for his girls. It means a better life for his  22 daughters. It's not just a couple thousand dollars,  23 it's a 25 percent increase where there is no state tax,  24 there is no state income tax. It's going to yield him  25 almost the total of that 25 percent. It is a better</p>	<p style="text-align: right;">32</p> <p>1 and now today in the opening that the therapists are  2 brought up as something that should prevent this Court  3 or penalize my client from making a decision to move  4 when Ms. LaBrie wasn't complying with taking the girls  5 to the therapist when we were here in February, she  6 wasn't complying in May and she isn't complying now.  7 Certainly, that should not be a reason my client could  8 be found in contempt. He did not file Petition For  9 Contempt. Certainly, there were enough reasons for  10 that. He did not want to aggravate this situation any  11 greater.  12 The interesting thing with the schools, my  13 client, maybe he didn't do the best things, he was  14 trying to figure out a way to make sure the girls were  15 educated, yes, with him but also with their mother and  16 not being interrupted until the Court had the ability to  17 make the decision for where the girls should be going to  18 school. He did attempt to enroll them in Enlightenment  19 Academy. There are plenty of e-mails to show he  20 attempted correspondence, but Ms. LaBrie usually does  21 not respond. If he perceives if he's not responded to,  22 he's the tie breaker, he'll make that decision. Right  23 or wrong, that's how he proceeded.  24 He was ultimately able to get the girls in a  25 home school program with Baltimore County. That was the</p>
<p style="text-align: right;">31</p> <p>1 area. But that's not why.  2 He did look for opportunities in Maryland.  3 They didn't exist for him. He has an immediate position  4 in the medical bioengineering field and this area in  5 Maryland, University of Maryland or Johns Hopkins are  6 major players, and neither one of them presented  7 opportunities for him to advance or to have an increase  8 in income. He has been applying for jobs over the  9 period of time. Certainly, he did it in 2020.  10 Again, this is not a great big conspiracy.  11 He had no idea he was moving in May when we were last  12 before this Court.  13 THE COURT: Okay.  14 MS. BELL: And certainly in February or we  15 would have brought that information to the Court.  16 Again, it was not a conspiracy. He did go to New  17 Hampshire in 2021 with the girls. He did not tell the  18 girls, this is where we were moving. But he also  19 traveled there in the summer of 2020. This is a place  20 he enjoys. I think behind the scenes he's going to  21 testify again he was looking at the area, he had applied  22 for the job and he was scoping it out to see if it was  23 something he would consider. But it wasn't something he  24 included trying to tell the girls.  25 I find it interesting that both in writing</p>	<p style="text-align: right;">33</p> <p>1 end of September. He was then able to get them enrolled  2 in virtual learning. He was trying to also keep the  3 girls in Baltimore County schools through that process.  4 Your Honor, it actually keeps the girls attached to  5 their home schools, so they remained at the schools that  6 they are in, even though they are learning remotely,  7 which is not anything different than they did last year.  8 What happened is ultimately Ms. LaBrie put the kibosh on  9 that. So at that point, it's either he leaves the girls  10 in Maryland and that would have been complying with the  11 order, but it's also something the girls never wanted.  12 They didn't want it last year, they don't want it this  13 year.  14 THE COURT: It's hard, this is hard.  15 MS. BELL: And so his idea was to leave the  16 girls, even though it was remote learning, bring the  17 girls back. So he's not denying Mom access, he's  18 brought them back at least three times now, so he left  19 only in 2018, so they have not been denied the time with  20 the Mom. I do believe there was some adjustment to the  21 period, but Mom still has her time.  22 He, ultimately, even if you read in the  23 motion to modify, it's let's try to figure this out. I  24 understand it may not be what Mom wants, but he did  25 strive to leave the girls secure in Baltimore County</p>

<p style="text-align: right;">34</p> <p>1 schools for this portion of the decision. It's only</p> <p>2 when Mom got them removed from the virtual learning</p> <p>3 and/or home school program in Baltimore County that Dad</p> <p>4 decided ultimately to enroll them. He did have them in</p> <p>5 an auditing class in New Hampshire, so they were</p> <p>6 actually sort of attending two schools at the time, but</p> <p>7 it was not accredited for them at the time. He wanted</p> <p>8 to socialize them and he did begin to put them in</p> <p>9 activities also in New Hampshire. Again, I ask the</p> <p>10 Court, he did not actually reroute them from Mom, but</p> <p>11 removed them from the remote learning; he did not</p> <p>12 actually try to remove them from the school, until he</p> <p>13 felt like he had no choice at that point.</p> <p>14 I will ask the Court deny all of these</p> <p>15 motions filed by the Defendant and actually look at the</p> <p>16 best interests of the girls to be with the father and,</p> <p>17 again, that has always been trying and you can see from</p> <p>18 the motion that was filed, he makes a reasonable</p> <p>19 schedule giving Mom as much time as possible in light of</p> <p>20 his move which he also did advance the girls, it's not</p> <p>21 just selfish. Everything Dad does honestly is for these</p> <p>22 girls.</p> <p>23 THE COURT: All right. Thank you.</p> <p>24 Mr. Alcarese, do you want to be heard or just want to</p> <p>25 wait for evidence?</p>	<p style="text-align: right;">36</p> <p>1 Hampshire.</p> <p>2 And I'll submit on that, wait for the rest</p> <p>3 of the evidence to present itself.</p> <p>4 THE COURT: All right. Thank you very much.</p> <p>5 All right, Ms. Bell, why don't you call your first</p> <p>6 witness?</p> <p>7 MR. NOWAK: Your Honor, I would move to</p> <p>8 exclude witnesses.</p> <p>9 THE COURT: All right.</p> <p>10 MR. NOWAK: I don't know if there is any in</p> <p>11 the courtroom now.</p> <p>12 THE COURT: All right, the gentleman in the</p> <p>13 front I believe is an interpreter.</p> <p>14 MR. NOWAK: And Wendy is poking her head in.</p> <p>15 Is that Wendy Zimmerman?</p> <p>16 MS. BELL: Yes. Ms. Wrona and Ms.</p> <p>17 Zimmerman, whom I would call in turn before Mr. LaBrie.</p> <p>18 THE COURT: They are the therapists?</p> <p>19 MS. BELL: They are the therapists, Your</p> <p>20 Honor.</p> <p>21 THE COURT: And they will be qualified as</p> <p>22 experts? Do you seek their qualification as experts?</p> <p>23 MS. BELL: I think they will be back with</p> <p>24 it, Your Honor.</p> <p>25 THE COURT: I will grant the motion. All</p>
<p style="text-align: right;">35</p> <p>1 MR. ALCARESE: I just want to be real brief.</p> <p>2 THE COURT: Go right ahead then.</p> <p>3 MR. ALCARESE: I do think, you know, I don't</p> <p>4 excuse Mr. LaBrie's behavior. I do think he made a</p> <p>5 problem for everyone. But I also think Ms. LaBrie</p> <p>6 exacerbated the problem when she withdrew the children</p> <p>7 from the remote school. I do challenge whether she knew</p> <p>8 or didn't know about certain things. I would be</p> <p>9 interested in having all of that come out in the</p> <p>10 evidence. I do believe in reviewing discovery that</p> <p>11 she's included in all the e-mails, she's been receiving</p> <p>12 e-mails, and so I really question, did she not know or</p> <p>13 does she want to just portray to the Court that she</p> <p>14 didn't know certain things were happening.</p> <p>15 Without waiving privilege, my clients found</p> <p>16 out about New Hampshire the same time Ms. LaBrie found</p> <p>17 out about New Hampshire. This was not a scheme in the</p> <p>18 works, that they were aware of it. Certainly, when we</p> <p>19 were dealing with this case back in the springtime, this</p> <p>20 never came up. So Counsel for Ms. LaBrie is intimating</p> <p>21 that somehow Mr. LaBrie had this in the works and</p> <p>22 everybody knew about it and let's just get through the</p> <p>23 custody consent order and then we'll do. I had</p> <p>24 absolutely no knowledge of either my clients or Mr.</p> <p>25 LaBrie that there was any future plans of moving to New</p>	<p style="text-align: right;">37</p> <p>1 persons who will testify then need to be outside the</p> <p>2 courtroom. Please don't discuss your testimony with</p> <p>3 anyone.</p> <p>4 MR. NOWAK: And Your Honor, there were no</p> <p>5 experts designated at the discovery.</p> <p>6 THE COURT: None. Ms. Bell said she's not</p> <p>7 going to qualify them as experts anyway, so. All right.</p> <p>8 MR. NOWAK: Your Honor, may I slip out and</p> <p>9 get a sip of water from the water fountain?</p> <p>10 THE COURT: Sure, go ahead. We don't offer</p> <p>11 that amenity anymore in light of Covid.</p> <p>12 MS. BELL: Your Honor, may I call the first</p> <p>13 witness?</p> <p>14 THE COURT: Yes, please.</p> <p>15 WENDY EILEEN ZIMMERMAN,</p> <p>16 a witness of lawful age, being produced on behalf of the</p> <p>17 Plaintiff, having been first duly sworn in accordance</p> <p>18 with law, was examined and testified as follows:</p> <p>19 THE CLERK: Please be seated. State your</p> <p>20 full name and please spell your name.</p> <p>21 THE WITNESS: My name is Wendy Eileen</p> <p>22 Zimmerman. It's spelled W E N D Y, E I L E E N,</p> <p>23 Zimmerman, Z I M M E R M A N.</p> <p>24 MS. BELL: If I may approach the witness. I</p> <p>25 would have these marked Exhibit Number One.</p>

<p style="text-align: right;">38</p> <p>1 (Plaintiff's Exhibit One was marked for 2 identification.) 3 DIRECT EXAMINATION 4 BY MS. BELL: 5 Q. Is that a letter that you wrote? 6 A. Yes. 7 Q. For what purposes did you write that? 8 A. I wrote that so that Isa would be able to 9 participate in the virtual learning program in Baltimore 10 County. 11 Q. And were you in any way coerced by Mr. LaBrie 12 into writing that? 13 A. He requested it. 14 Q. Did you think it was in Isa's best interests that 15 she be enrolled in the virtual learning? 16 A. Given the circumstances, yes. 17 Q. And why? 18 A. Well, my understanding -- 19 MR. NOWAK: Objection, lack of personal 20 knowledge. 21 THE COURT: No, the question was why did you 22 think it was in her best interests. So she can speak to 23 that. 24 MR. NOWAK: She said her understanding 25 was --</p>	<p style="text-align: right;">40</p> <p>1 Q. And when was that? 2 A. You know, it ended up in a heated telephone call. 3 MR. NOWAK: Objection, not responsive. 4 THE COURT: Overruled. When was that, 5 Ma'am? 6 THE WITNESS: It was right after the 7 children moved with Mr. LaBrie to New Hampshire. 8 Q. And so she has not been arranging or 9 communicating with you about any sessions prior to the 10 move? 11 A. That's correct. 12 MS. BELL: Court's indulgence. 13 THE COURT: Um-hum. 14 Q. And what was the nature of the heated discussion 15 that you had with Ms. LaBrie? 16 A. You know, it just, I really don't remember the 17 exact content of it. I think it had to do with her 18 feeling angry about the fact that I had written this 19 letter, right. 20 MS. BELL: No further questions, Your Honor. 21 THE COURT: All right. Cross examination. 22 MR. NOWAK: Thank you, Your Honor. 23 CROSS EXAMINATION 24 BY MR. NOWAK: 25 Q. Good morning, Ms. Zimmerman. I am David Nowak,</p>
<p style="text-align: right;">39</p> <p>1 THE COURT: It's a manner of speaking. I'll 2 reconsider the objection afterwards, but I need to hear 3 what she's going to say. Overruled. 4 A. So the information that I had at hand was that 5 the Isa and her sister were going to be living part time 6 in New Hampshire with their father, that they were still 7 going to be visiting their Mom in Baltimore. And so, 8 given those circumstances, I'm not really sure how their 9 education could have any continuity. I actually am an 10 ex-school teacher. I was a school teacher before I 11 became a psychiatrist. So I come at this from knowledge 12 and experience in both domains. 13 Q. And has Isa continued to see you all of 2021? 14 A. Yes. 15 Q. And how often was she seen? 16 A. Approximately every other Wednesday. 17 Q. Was she ever brought to you during Ms. LaBrie's 18 visitation time? 19 A. Well, I did the sessions more virtually audio, so 20 obviously no one was brought to me, but the arrangements 21 for the sessions were made between Mr. LaBrie and me. 22 Q. And did Ms. LaBrie ever reach out to arrange a 23 session? 24 A. To arrange sessions, yes, she did reach out on 25 one occasion.</p>	<p style="text-align: right;">41</p> <p>1 Mrs. LaBrie's attorney. Did Mr. LaBrie give you a copy 2 of the May 14, 2021 consent order? 3 A. Probably, I believe so. I don't read those 4 things in detail. 5 Q. All right. Are you aware that both the 6 therapists of the children were asked for quarterly 7 reports on the status of the children? 8 A. No, I don't. Obviously, if I didn't read it, I 9 wouldn't know about it. 10 Q. And Mr. LaBrie didn't share that information with 11 you? 12 A. Again, I'm sure I have the information, but you 13 know, I'm just really kind of upset about all these 14 circumstances. 15 Q. Sure. Now, what day of the week was Isabella 16 seeing you generally? 17 A. The beginning of the week. 18 Q. What day of the week was that? 19 A. Usually it was Monday or Tuesday. 20 Q. And do you know what days Mr. LaBrie has 21 overnight custodial access with Isabella? 22 A. I just know that things changed as a result of 23 the last time I was in court. Right. That's all I 24 know. I don't really keep track. I reach out and I ask 25 Mr. LaBrie when he has the children, he responds and</p>



<p style="text-align: right;">42</p> <p>1 then I work accordingly.</p> <p>2 Q. So, Mr. LaBrie has been scheduling Isabella's</p> <p>3 therapy sessions on the dates he had Isabella; is that</p> <p>4 correct?</p> <p>5 A. That's correct.</p> <p>6 Q. And, you know, Ms. LaBrie has been -- well, do</p> <p>7 you have a co-pay?</p> <p>8 A. Yes.</p> <p>9 Q. And do you know Ms. LaBrie's been contributing to</p> <p>10 pay that co-pay cost?</p> <p>11 A. Well, actually, I'm not really good at collecting</p> <p>12 co-pays. So I mean, eventually I get there, but no, no,</p> <p>13 I have not charged Ms. LaBrie for any of those co-pays</p> <p>14 because they have not been sessions that she's been in</p> <p>15 charge of.</p> <p>16 Q. So if she was paying Mr. LaBrie or reimbursing</p> <p>17 him for co-pays he paid to you?</p> <p>18 A. I don't know what their arrangement was. And I</p> <p>19 just know that I got payment from Mr. LaBrie.</p> <p>20 Q. And how much was the co-pay?</p> <p>21 A. When they were covered through Hopkins, it was</p> <p>22 ten dollars a session.</p> <p>23 Q. How was this covered, the co-pay?</p> <p>24 A. (Inaudible)</p> <p>25 Q. So, you wrote a letter that Mr. LaBrie asked you</p>	<p style="text-align: right;">44</p> <p>1 were going to be moving to New Hampshire, I suppose?</p> <p>2 Did Mr. LaBrie tell you that?</p> <p>3 A. Yes, he did.</p> <p>4 Q. Okay. Now, prior to writing your letter, did you</p> <p>5 call Ms. LaBrie?</p> <p>6 A. No. Actually, Ms. LaBrie fired me right before</p> <p>7 the pandemic; I think she has a hard time remembering.</p> <p>8 MR. NOWAK: Objection, not responsive.</p> <p>9 THE COURT: Overruled. She's answered. Go</p> <p>10 ahead.</p> <p>11 Q. So in September 27, 2021, did you contact Ms.</p> <p>12 LaBrie prior to writing a letter to the Baltimore County</p> <p>13 public schools giving your opinion on education?</p> <p>14 A. No, I didn't.</p> <p>15 Q. You are aware that Mr. LaBrie and Ms. LaBrie have</p> <p>16 joint legal custody, right?</p> <p>17 A. I guess so.</p> <p>18 Q. And are you aware the order requires the children</p> <p>19 to attend school in, or Isabella, in her current middle</p> <p>20 school? Are you aware of that?</p> <p>21 A. I'm not sure what order would require. I mean,</p> <p>22 an order would require children to school. I don't know</p> <p>23 the details of that.</p> <p>24 Q. All right. So Mr. LaBrie didn't share with you</p> <p>25 that he and Ms. LaBrie had agreed that Isabella would</p>
<p style="text-align: right;">43</p> <p>1 to write to the school, right?</p> <p>2 A. He requested it.</p> <p>3 Q. He requested it. And when did he request it?</p> <p>4 A. That would have been sometime, I believe, in the</p> <p>5 middle of September.</p> <p>6 Q. The middle of September. And isn't it true he</p> <p>7 told you he wanted the children to be in virtual</p> <p>8 learning rather than in person?</p> <p>9 A. No, I don't recall that being said to me. I just</p> <p>10 know, given the circumstances, I'm not sure how it can</p> <p>11 happen any other way.</p> <p>12 Q. So the children were or Isabella was going to</p> <p>13 school in the middle of September of 2021?</p> <p>14 A. That's correct.</p> <p>15 Q. And she was going to school at the end of the</p> <p>16 last calendar or school year, May of 2021 into June of</p> <p>17 2021, right?</p> <p>18 A. To my knowledge.</p> <p>19 Q. And what grade is she in now?</p> <p>20 A. I have lost track, seventh or eighth. She's in</p> <p>21 middle school.</p> <p>22 Q. She's in middle school?</p> <p>23 A. Um-hum.</p> <p>24 Q. And you said you didn't know any other way it</p> <p>25 would work. Well, how did you know that the children</p>	<p style="text-align: right;">45</p> <p>1 remain in her current middle school in the consent order</p> <p>2 of May of 2021; he didn't tell you that?</p> <p>3 A. No.</p> <p>4 Q. Now, are you aware that Baltimore County public</p> <p>5 schools doesn't have an exemption for mental health</p> <p>6 issues for virtual learning?</p> <p>7 A. No.</p> <p>8 MR. NOWAK: No further questions, Your</p> <p>9 Honor.</p> <p>10 THE COURT: All right. Mr. Alcarese.</p> <p>11 MR. ALCARESE: Thank you, Your Honor.</p> <p>12 CROSS EXAMINATION</p> <p>13 BY MR. ALCARESE:</p> <p>14 Q. Good morning, Ms. Zimmerman. I am Bill Alcarese.</p> <p>15 I represent Isa and Anya. I know we chatted last time</p> <p>16 we were in court. Good to see you again.</p> <p>17 Are you continuing to have sessions with Isa?</p> <p>18 A. I have had, I believe, one session since the</p> <p>19 move. I think we have insurance issues at this point.</p> <p>20 I'm not really sure whether or not I'm able to continue</p> <p>21 seeing Isa, given that she's living part time in New</p> <p>22 Hampshire.</p> <p>23 Q. Okay. And if I recall prior to the move, you</p> <p>24 were seeing her about every other week?</p> <p>25 A. That's correct.</p>

<p style="text-align: right;">46</p> <p>1 Q. Do you recall when the move was approximately?</p> <p>2 A. Somewhere maybe towards the end of September,</p> <p>3 September, October; I really don't have the details on</p> <p>4 that.</p> <p>5 MR. ALCARESE: And previously, Your Honor,</p> <p>6 previously waiver was, the privilege was waived; I</p> <p>7 believe there is a continuing waiver of that privilege.</p> <p>8 And I'm going to waive the privilege for purposes of Ms.</p> <p>9 Zimmerman's testimony.</p> <p>10 MR. NOWAK: Objection.</p> <p>11 THE COURT: Overruled.</p> <p>12 Q. Did Isa speak with you about the move?</p> <p>13 MR. NOWAK: Objection. Well, strike that.</p> <p>14 A. It's okay for me to answer this question?</p> <p>15 THE COURT: Yes, Ma'am, you can answer.</p> <p>16 A. Okay. Thank you, sir.</p> <p>17 THE COURT: You are welcome.</p> <p>18 A. Yes, she did.</p> <p>19 Q. Now, you can't tell the Court exactly what Isa</p> <p>20 said, but based on the nature of those conversations,</p> <p>21 was Isa looking forward to the move?</p> <p>22 A. That is correct.</p> <p>23 Q. Has she settled in appropriately in New</p> <p>24 Hampshire?</p> <p>25 A. Well, you know, again, I haven't had a lot of</p>	<p style="text-align: right;">48</p> <p>1 Q. Did Isa ever tell you whether her Mom threatened</p> <p>2 to not allow the girls to return to their father?</p> <p>3 MR. NOWAK: Objection. Time frame and calls</p> <p>4 for hearsay.</p> <p>5 THE COURT: I'm going to sustain that.</p> <p>6 Q. Were there ever any, did Isa ever have concerns</p> <p>7 of getting caught in the middle or stuck in the middle</p> <p>8 of issues between her parents?</p> <p>9 A. Yes.</p> <p>10 Q. Okay. Did Isa say, since the move, did Isa say</p> <p>11 whether either parent ever threatened her?</p> <p>12 MR. NOWAK: Objection.</p> <p>13 THE COURT: Overruled.</p> <p>14 A. Is that overruled?</p> <p>15 THE COURT: Yes, you can answer.</p> <p>16 A. Okay. So, in the last session that I had with</p> <p>17 Isa, she did share with me that both she and her sister</p> <p>18 believed that --</p> <p>19 MR. NOWAK: Objection.</p> <p>20 THE COURT: Sustained, as to her sister.</p> <p>21 A. Isa told me --</p> <p>22 MR. NOWAK: Objection.</p> <p>23 THE COURT: Insofar as it relates to Isa's</p> <p>24 state of mind, her feelings, her own welfare, you can</p> <p>25 testify. Please don't include anything about her</p>
<p style="text-align: right;">47</p> <p>1 contact with her since then, but when I do speak with</p> <p>2 her, she seems to be doing fine.</p> <p>3 Q. Okay. And is there a difficult relationship</p> <p>4 between Isa and her mother?</p> <p>5 A. I would characterize Isa as a very sensitive,</p> <p>6 loving, caring young lady. And there is no doubt in my</p> <p>7 mind that she loves both her Mom and her Dad. But it is</p> <p>8 my professional opinion that she --</p> <p>9 MR. NOWAK: Objection.</p> <p>10 THE COURT: Sustained. You have to qualify</p> <p>11 her first.</p> <p>12 MR. ALCARESE: Okay.</p> <p>13 Q. I'm not asking for your professional opinion.</p> <p>14 I'm just asking for the nature of your sessions with</p> <p>15 Isa. Can you characterize your relationship between her</p> <p>16 and her mother?</p> <p>17 A. Well, what I observed during times when I was</p> <p>18 seeing Isa in the office and both Aurelia and Larry were</p> <p>19 bringing her to sessions, typically what I would do is I</p> <p>20 would ask the parents to come in either at the beginning</p> <p>21 of the session or the end of the session just to kind of</p> <p>22 touch base about whatever. And I would notice that Isa</p> <p>23 would sit very close to Larry. Larry would put his arm</p> <p>24 around her in a very fatherly way and I did not observe</p> <p>25 that between Isa and her mother.</p>	<p style="text-align: right;">49</p> <p>1 sister.</p> <p>2 A. Okay. So Isa expressed to me --</p> <p>3 MR. NOWAK: Objection.</p> <p>4 THE COURT: Overruled.</p> <p>5 A. -- on this latest visit that there was concern</p> <p>6 about their Mom taking them to the airport to return to</p> <p>7 New Hampshire. And she elaborated that she had a plan</p> <p>8 to call friends that she knew in Baltimore to take them</p> <p>9 to the airport if that did not happen.</p> <p>10 Q. Okay. You used some pronouns in there. You</p> <p>11 refer to she?</p> <p>12 A. That would be her Mom.</p> <p>13 Q. So Aurelia had the plan or, excuse me, Ms. LaBrie</p> <p>14 had the plan?</p> <p>15 A. No, no, no, no, Isa had the plan.</p> <p>16 Q. To call other people in Baltimore to get her to</p> <p>17 the airport in case her Mom didn't get her there?</p> <p>18 A. That's correct.</p> <p>19 MR. ALCARESE: Got it. Thank you. I don't</p> <p>20 believe I have any further questions, Your Honor.</p> <p>21 THE COURT: All right. Any redirect?</p> <p>22 MS. BELL: A few, Your Honor, thank you.</p> <p>23 REDIRECT EXAMINATION</p> <p>24 BY MS. BELL:</p> <p>25 Q. Doctor Zimmerman, if you had not been fired by</p>

<p style="text-align: right;">50</p> <p>1 Ms. LaBrie, would you have had weekly sessions with</p> <p>2 Isabella as opposed to bi-weekly?</p> <p>3 A. I didn't see the need for weekly sessions.</p> <p>4 Q. And did Isabella ever express wanting to stay in</p> <p>5 New Hampshire?</p> <p>6 MR. NOWAK: Objection.</p> <p>7 THE COURT: Overruled. You can answer.</p> <p>8 A. Isabella wants to have time with both of her</p> <p>9 parents.</p> <p>10 Q. Did Ms. LaBrie ever request a quarterly report</p> <p>11 from you?</p> <p>12 A. Yes.</p> <p>13 Q. Did she ever contact you since February of 2021,</p> <p>14 other than the one call you indicated that, has she ever</p> <p>15 contacted you in regard to Isa's mental health or her</p> <p>16 progress with you?</p> <p>17 A. No.</p> <p>18 Q. And during the phone call that she did make to</p> <p>19 you most recently, did she request any information in</p> <p>20 regard to Isa's mental health?</p> <p>21 A. No.</p> <p>22 Q. Did she request any information regarding her</p> <p>23 progress with you?</p> <p>24 A. No.</p> <p>25 Q. And was it only to express her dissatisfaction</p>	<p style="text-align: right;">52</p> <p>1 seen this girl for a while okay. That would be Anya,</p> <p>2 her sister.</p> <p>3 Q. She was being bullied by Anya?</p> <p>4 A. Yes.</p> <p>5 MR. NOWAK: No further questions.</p> <p>6 THE COURT: All right. Thank you very much,</p> <p>7 Ms. Zimmerman. You can step down, you are excused.</p> <p>8 THE WITNESS: Thank you so much.</p> <p>9 THE COURT: You are welcome.</p> <p>10 MS. BELL: If I may step back, Your Honor,</p> <p>11 to call the next witness?</p> <p>12 THE COURT: You may.</p> <p>13 TIFFANY SPAULDING-WRONA,</p> <p>14 a witness of lawful age, being produced on behalf of the</p> <p>15 Plaintiff, having been first duly sworn in accordance</p> <p>16 with law, was examined and testified as follows:</p> <p>17 THE CLERK: Be seated, please. State for</p> <p>18 the record your name, spelling the last, and your</p> <p>19 address, please.</p> <p>20 THE WITNESS: My name is Tiffany</p> <p>21 Spaulding-Wrona. First name is T I F F A N Y, next is</p> <p>22 S P A U L D I N G, W R O N A.</p> <p>23 MS. BELL: Your Honor, ask Plaintiff's One</p> <p>24 be moved into evidence.</p> <p>25 MR. NOWAK: Objection.</p>
<p style="text-align: right;">51</p> <p>1 with the letter?</p> <p>2 A. That's my primary memory.</p> <p>3 MS. BELL: Court's indulgence. No further</p> <p>4 questions.</p> <p>5 THE COURT: All right.</p> <p>6 MR. NOWAK: May I have recross?</p> <p>7 THE COURT: All right. In recross, I will</p> <p>8 permit limited recross. Really, we are going to do this</p> <p>9 with every witness.</p> <p>10 RECROSS EXAMINATION</p> <p>11 BY MR. NOWAK:</p> <p>12 Q. When was the last time you saw Isabella and Ms.</p> <p>13 LaBrie together? Prior to May of 2021?</p> <p>14 A. Oh, absolutely.</p> <p>15 Q. Prior to February of 2021?</p> <p>16 A. Absolutely. It was before the pandemic.</p> <p>17 Q. Before the pandemic. Isabella is being bullied,</p> <p>18 right?</p> <p>19 MS. BELL: Objection.</p> <p>20 THE COURT: What is the basis?</p> <p>21 MS. BELL: I was going to say beyond the</p> <p>22 scope of redirect.</p> <p>23 THE COURT: And Mr. Alcarese got into state</p> <p>24 of mind issues, so overruled.</p> <p>25 A. Being bullied, is that, I mean, again, I haven't</p>	<p style="text-align: right;">53</p> <p>1 THE COURT: All right. Can I see it? Thank</p> <p>2 you.</p> <p>3 (There was a pause in the proceedings.)</p> <p>4 THE COURT: And what's the basis?</p> <p>5 MR. NOWAK: It's hearsay statement used to</p> <p>6 prove the matter asserted.</p> <p>7 THE COURT: All right. It's overruled. I</p> <p>8 don't find it to be hearsay. It's not offered for that</p> <p>9 purpose. It's in the context of the testimony, it was</p> <p>10 the functional communication to the school to allow</p> <p>11 Isabella to participate remotely. So, not offered for</p> <p>12 the truth of the matter asserted. Overruled. It's</p> <p>13 admitted.</p> <p>14 MR. NOWAK: Then it's not relevant if it's</p> <p>15 not being offered for the matter asserted, then what is</p> <p>16 it being offered for?</p> <p>17 THE COURT: It's overruled. I am going to</p> <p>18 let it in.</p> <p>19 (Plaintiff's Exhibit Number One was</p> <p>20 admitted into evidence.)</p> <p>21 MS. BELL: If I may approach, Your Honor.</p> <p>22 If you would mark this as Plaintiff's Exhibit Number</p> <p>23 Two.</p> <p>24 (Plaintiff's Exhibit Number Two was</p> <p>25 marked for identification.)</p>

<p style="text-align: right;">54</p> <p>1 DIRECT EXAMINATION</p> <p>2 BY MS. BELL:</p> <p>3 Q. Can you identify this?</p> <p>4 A. Yes, this is a letter that I wrote.</p> <p>5 Q. For what reason did you write that letter?</p> <p>6 A. The purpose of this letter was to provide support</p> <p>7 for Anastasia to be able to continue learning via</p> <p>8 virtual learning.</p> <p>9 Q. Why did you believe virtual learning was</p> <p>10 appropriate?</p> <p>11 A. Essentially, Anastasia has difficulty coping with</p> <p>12 change as well as she has a significant amount of</p> <p>13 academic anxiety. So, in lieu of, we weren't sure at</p> <p>14 that point, I know they were traveling back and forth</p> <p>15 and for consistency's sake and changing as little as</p> <p>16 possible, it made a lot of sense to support that.</p> <p>17 Q. And did Mr. LaBrie ask you to write this letter?</p> <p>18 A. Yes.</p> <p>19 Q. Did he coerce you into writing this letter?</p> <p>20 A. No.</p> <p>21 Q. How often do you see Anastasia?</p> <p>22 A. I was seeing Anastasia on a bi-weekly basis.</p> <p>23 Q. And when did that end?</p> <p>24 A. October 29th was our last day.</p> <p>25 Q. And why did that end?</p>	<p style="text-align: right;">56</p> <p>1 times when she would call me fairly regularly and we</p> <p>2 would speak and there were times when she would not call</p> <p>3 regularly.</p> <p>4 Q. And in the past, let's say February, 2021, which</p> <p>5 you would have last have seen her, was it inconsistent</p> <p>6 or consistent that you had communication with Ms.</p> <p>7 LaBrie?</p> <p>8 A. Inconsistent.</p> <p>9 Q. Did she ever call and ask you for quarterly</p> <p>10 report?</p> <p>11 A. She has, yes.</p> <p>12 Q. And you were seeing her bi-weekly. Would you</p> <p>13 have been seeing Anastasia weekly or did you feel</p> <p>14 bi-weekly was sufficient?</p> <p>15 A. Bi-weekly was sufficient.</p> <p>16 Q. When was the last time you heard from Ms. LaBrie?</p> <p>17 A. I actually spoke to her the last day I spoke to</p> <p>18 Anastasia, so October 29th.</p> <p>19 Q. And what did that conversation consist of?</p> <p>20 A. It was essentially a termination with Anastasia.</p> <p>21 I recall Mrs. LaBrie had requested an appointment while</p> <p>22 Anastasia was with her, so we scheduled one and that was</p> <p>23 to be her last session. And so I spoke to Mrs. LaBrie</p> <p>24 at the beginning of the call to explain this was going</p> <p>25 to be the last session which she expressed understanding</p>
<p style="text-align: right;">55</p> <p>1 A. Because she was primarily living in New Hampshire</p> <p>2 and my licensure is only for the State of Maryland.</p> <p>3 Q. And even though she would, Anastasia was still in</p> <p>4 Maryland a portion of the time, why were sessions not</p> <p>5 continued?</p> <p>6 A. Because she was predominantly residing in New</p> <p>7 Hampshire and the scheduling was also challenging just</p> <p>8 in terms of if I was going to be available when she was</p> <p>9 going to be here, it just seemed best for her to get a</p> <p>10 new therapist in New Hampshire.</p> <p>11 Q. Were you seeing Anastasia during, to your</p> <p>12 knowledge, during Mr. LaBrie or Mrs. LaBrie's time with</p> <p>13 the kids?</p> <p>14 A. It alternated. At times I was seeing her, I saw</p> <p>15 her largely when Mr. LaBrie had the children. However,</p> <p>16 there were times when I saw her with Mrs. LaBrie as</p> <p>17 well.</p> <p>18 Q. And how was that?</p> <p>19 A. That I can't recall at the top of my head. It</p> <p>20 had been several months since I had seen her, but I</p> <p>21 discharged in October and it had been probably several</p> <p>22 months since I had spoken to her.</p> <p>23 Q. And prior to the discharge, how much</p> <p>24 communication if any have you had with Mrs. LaBrie?</p> <p>25 A. It was inconsistent, I would say. There were</p>	<p style="text-align: right;">57</p> <p>1 of and then I spoke to Anastasia.</p> <p>2 Q. Had there been any predetermination prior to that</p> <p>3 particular call or I guess maybe, let me rephrase that.</p> <p>4 At what point did you determine you would no longer</p> <p>5 treat Anastasia?</p> <p>6 A. I had spoken to Mr. LaBrie about it about two</p> <p>7 weeks prior, once I had learned that they had moved to</p> <p>8 New Hampshire, and that's when I initiated that</p> <p>9 conversation and then what I wanted, I wanted to have</p> <p>10 one final session with her so that I could, you know,</p> <p>11 appropriately terminate with her. So that was when we</p> <p>12 scheduled the additional session.</p> <p>13 Q. Had Anastasia given any indication as to a</p> <p>14 preference of where to live?</p> <p>15 MR. NOWAK: Objection.</p> <p>16 A. As far as --</p> <p>17 THE COURT: So what was the answer?</p> <p>18 THE WITNESS: I hadn't answered it.</p> <p>19 THE COURT: I'm sorry.</p> <p>20 MR. NOWAK: What was the answer?</p> <p>21 MS. BELL: She hadn't answered yet, but you</p> <p>22 objected.</p> <p>23 THE COURT: There is an objection. I'm</p> <p>24 sorry, overruled.</p> <p>25 MR. NOWAK: Hearsay.</p>

<p style="text-align: right;">58</p> <p>1 A. Can you ask me the question one more time?</p> <p>2 Q. Had Anastasia given you a preference of where she</p> <p>3 might want to live?</p> <p>4 A. I know that she was very excited to move to New</p> <p>5 Hampshire. She was excited to live there with her</p> <p>6 father. She's also happy to continue visits with her</p> <p>7 mother, but she did have a preference for her father.</p> <p>8 MS. BELL: Court's indulgence.</p> <p>9 (There was a pause in the proceedings.)</p> <p>10 MR. ALCARESE: Your Honor, if I may</p> <p>11 interrupt briefly, just again about the waiver, given</p> <p>12 Counsel's question, the waiver was previous, the</p> <p>13 privilege was previously waived and I will continue to</p> <p>14 waive it for purposes of the testimony.</p> <p>15 THE COURT: That's as to both Anastasia and</p> <p>16 Isabella.</p> <p>17 MR. NOWAK: And we have a continuing</p> <p>18 objection. That waiver is not part of the Best Interest</p> <p>19 Attorney's court order.</p> <p>20 MR. ALCARESE: And we addressed that last</p> <p>21 time.</p> <p>22 THE COURT: Overruled. Your objection is</p> <p>23 preserved. Overruled.</p> <p>24 BY MS. BELL:</p> <p>25 Q. And since the last time you were here in</p>	<p style="text-align: right;">60</p> <p>1 have joint legal custody, right?</p> <p>2 A. Yes.</p> <p>3 Q. And you are aware that the parties had agreed to</p> <p>4 keep the children enrolled in their middle schools,</p> <p>5 right?</p> <p>6 A. Yes.</p> <p>7 Q. And that the children would attend high school</p> <p>8 within 35 miles of Reisterstown, correct?</p> <p>9 A. Yes.</p> <p>10 Q. And you said Ms. LaBrie did ask for quarterly</p> <p>11 reports for Anya?</p> <p>12 A. Yes.</p> <p>13 Q. When Ms. LaBrie, did you give those reports?</p> <p>14 A. Infrequently, simply because there were long</p> <p>15 periods of time given vacations and things like that in</p> <p>16 which I wasn't seeing Anastasia, so I had nothing to</p> <p>17 report.</p> <p>18 Q. So since May of 2021, how many sessions did you</p> <p>19 have with --</p> <p>20 A. I can't, I don't know.</p> <p>21 Q. Less than ten?</p> <p>22 A. Since May, potentially less than ten.</p> <p>23 Q. Less than five?</p> <p>24 A. I wouldn't say that.</p> <p>25 Q. Now, you had said that Anya has anxiety?</p>
<p style="text-align: right;">59</p> <p>1 February, if you can quantify, how many of your sessions</p> <p>2 would have been during Mom's time with Anastasia?</p> <p>3 A. Between February and October, maybe one or two.</p> <p>4 It was very inconsistent.</p> <p>5 MS. BELL: No further questions, Your Honor.</p> <p>6 THE COURT: All right. Cross examination,</p> <p>7 Mr. Nowak.</p> <p>8 CROSS EXAMINATION</p> <p>9 BY MR. NOWAK:</p> <p>10 Q. Did Anya ever not have sessions in the summer of</p> <p>11 2021, when she was otherwise scheduled for them?</p> <p>12 A. I don't recall off the top of my head. There may</p> <p>13 have been vacation and if there was vacation, then there</p> <p>14 would not have been a session.</p> <p>15 Q. So, if Mr. LaBrie had a vacation with Anya, you</p> <p>16 might not have had that bi-weekly session?</p> <p>17 A. Correct.</p> <p>18 Q. If Anya was with Ms. LaBrie for vacation, you</p> <p>19 might not have had a session?</p> <p>20 A. Correct.</p> <p>21 Q. Did Mr. LaBrie share with you the May 21, I'm</p> <p>22 sorry, May 14, 2021 consent order regarding modification</p> <p>23 of custody?</p> <p>24 A. Yes.</p> <p>25 Q. All right. So you are aware that the parties</p>	<p style="text-align: right;">61</p> <p>1 A. Yes.</p> <p>2 Q. And change, what is that, break that anxiety?</p> <p>3 A. Correct.</p> <p>4 Q. You said she has academic anxiety?</p> <p>5 A. Correct.</p> <p>6 Q. So a change of schools would cause anxiety?</p> <p>7 A. Correct.</p> <p>8 Q. Anya was attending in-person learning at her</p> <p>9 middle school in May of 2021, right?</p> <p>10 A. I believe so.</p> <p>11 Q. And that was the middle school she had been</p> <p>12 enrolled in for how long?</p> <p>13 A. Since I had known her.</p> <p>14 Q. And how long had that been?</p> <p>15 A. It was approximately two years.</p> <p>16 Q. Okay. So, Mr. LaBrie came to you at some point</p> <p>17 and asked for you to draft a letter to the school board,</p> <p>18 is that correct?</p> <p>19 A. Correct.</p> <p>20 Q. And did he ask you what to put in that letter?</p> <p>21 A. No, it was a pretty generic, can you write a</p> <p>22 letter, if I agree, can you write a letter in support of</p> <p>23 virtual learning.</p> <p>24 Q. Mr. LaBrie asked you if you could write a letter</p> <p>25 in support of virtual learning?</p>

<p style="text-align: right;">62</p> <p>1 A. If I was in favor, yes.</p> <p>2 Q. And when did you contact Ms. LaBrie to ask if she</p> <p>3 was in favor of this letter being written?</p> <p>4 A. I did not.</p> <p>5 Q. Why not?</p> <p>6 A. Because Mr. LaBrie had educational and medical</p> <p>7 (inaudible) in terms of making these decisions and it</p> <p>8 was his request so there is no need as they are separate</p> <p>9 parents so.</p> <p>10 Q. You did read the court order, you understand that</p> <p>11 Mr. LaBrie has tie breaking authority, but he does not</p> <p>12 have sole ability to make that decision; you understand</p> <p>13 that, right?</p> <p>14 A. No, I did not understand that.</p> <p>15 Q. So had you been operating on your treatment</p> <p>16 protocols with Anya on the assumption that Mr. LaBrie</p> <p>17 had sole decision making?</p> <p>18 A. No.</p> <p>19 MR. NOWAK: Objection.</p> <p>20 THE COURT: Basis?</p> <p>21 MR. NOWAK: I don't think her knowledge and</p> <p>22 understanding of the court order is relevant to her</p> <p>23 treatment of Anastasia. That is between the parents.</p> <p>24 The parents have agreed and they have acted pursuant to</p> <p>25 the Court order to continue the therapy. If not, the</p>	<p style="text-align: right;">64</p> <p>1 not going to be, a change would not be good for Anya?</p> <p>2 A. That the particular change of schools would be</p> <p>3 challenging to Anya.</p> <p>4 Q. Right. So, did Mr. LaBrie engage you in how to</p> <p>5 guide Anya through a drastic change, a change in her</p> <p>6 school?</p> <p>7 A. No, without permission I would not be allowed to</p> <p>8 do that; I would not be allowed to do that.</p> <p>9 Q. Do you know what virtual program Anya is in now?</p> <p>10 A. She was in the Baltimore County program. I don't</p> <p>11 know what she is in now. I haven't had contact in over</p> <p>12 a month.</p> <p>13 Q. If she was in in-person learning now, would that</p> <p>14 surprise you?</p> <p>15 A. No.</p> <p>16 Q. Even though she has this diagnosis of anxiety?</p> <p>17 A. It wouldn't surprise me, no.</p> <p>18 Q. That wouldn't harm her, would it?</p> <p>19 A. No, I don't think it could harm her. I think</p> <p>20 there could be an adjustment period where she would have</p> <p>21 to get used to that. I think she's a capable young</p> <p>22 woman, so she's capable of change, but she is, so it</p> <p>23 would be slow learning.</p> <p>24 Q. She would get used to virtual learning?</p> <p>25 A. Any type of learning, any type of change</p>
<p style="text-align: right;">63</p> <p>1 therapist have to act as a referee.</p> <p>2 THE COURT: Overruled, you can answer.</p> <p>3 THE WITNESS: What was the question?</p> <p>4 BY MR. NOWAK:</p> <p>5 Q. Were you operating under the impression given to</p> <p>6 you by Mr. LaBrie that he had the authority to make</p> <p>7 treatment decisions for Anya?</p> <p>8 A. No. I do understand the tie breaker. So it was</p> <p>9 if both parents felt differently, that Mr. LaBrie could</p> <p>10 make that decision.</p> <p>11 Q. Okay. So you understood that?</p> <p>12 A. Yes.</p> <p>13 Q. So did Mr. LaBrie share with you the discussions</p> <p>14 he and Ms. LaBrie had about virtual learning?</p> <p>15 A. No.</p> <p>16 Q. But you didn't take it upon yourself to ask Ms.</p> <p>17 LaBrie what her position was?</p> <p>18 A. Correct.</p> <p>19 Q. And Mr. LaBrie didn't tell you he was breaking</p> <p>20 the tie, correct?</p> <p>21 MS. BELL: Objection.</p> <p>22 THE COURT: Overruled.</p> <p>23 A. No.</p> <p>24 Q. And your letter indicates, strike that. You</p> <p>25 indicated that due to this anxiety, that this change is</p>	<p style="text-align: right;">65</p> <p>1 eventually she would get used to.</p> <p>2 Q. All right. And did you ever get a response from</p> <p>3 the school?</p> <p>4 A. No.</p> <p>5 Q. Did anyone from the school contact you to ask you</p> <p>6 to elaborate on your letter?</p> <p>7 A. No.</p> <p>8 Q. Do you have a co-pay?</p> <p>9 A. I believe that would be per the insurance. I</p> <p>10 believe the insurance does.</p> <p>11 Q. All right. I believe you said that, when did you</p> <p>12 find out that Anya might move to New Hampshire?</p> <p>13 A. Might move, it was early, I can't recall exactly.</p> <p>14 I think August.</p> <p>15 Q. In August?</p> <p>16 A. Maybe.</p> <p>17 Q. Prior to the school starting?</p> <p>18 A. I don't think so. I think it was after.</p> <p>19 Q. After. And the letter, I believe you had</p> <p>20 written, when did, do you know when Mr. LaBrie left for</p> <p>21 New Hampshire?</p> <p>22 A. I don't.</p> <p>23 Q. If I told you, you said your last session, the</p> <p>24 termination session was October 29, 2021?</p> <p>25 A. Um-hum.</p>

<p>66</p> <p>1 Q. You set up that termination session, correct --</p> <p>2 A. That's correct.</p> <p>3 Q. -- with Ms. LaBrie because you could no longer</p> <p>4 see Anya due to licensure issues?</p> <p>5 A. Correct.</p> <p>6 Q. It was not because Ms. LaBrie was terminating?</p> <p>7 A. No.</p> <p>8 Q. So you wrote your letter September 22 of 2021.</p> <p>9 When did Mr. LaBrie request it?</p> <p>10 A. Sometime prior to September 22nd; I don't</p> <p>11 remember exactly.</p> <p>12 Q. Because I believe you had testified that there</p> <p>13 was a concern about how schooling would work if Anya was</p> <p>14 part time in New Hampshire and part time in Maryland, is</p> <p>15 that correct?</p> <p>16 A. I didn't know how it was going to go, but I</p> <p>17 wouldn't say it was a concern.</p> <p>18 Q. All right. And by September 22 of 2021, you know</p> <p>19 Anya still lived in Maryland, right?</p> <p>20 A. Yes.</p> <p>21 Q. And Mr. LaBrie still lived in Maryland, correct?</p> <p>22 A. I don't recall at what point he would have --</p> <p>23 Q. The purpose of your letter was to ensure virtual</p> <p>24 learning if Anya was in New Hampshire, right?</p> <p>25 A. Correct.</p>	<p>68</p> <p>1 woman, right?</p> <p>2 A. Correct.</p> <p>3 Q. So, the last time you saw Anya was the</p> <p>4 termination of October 29, 2021 --</p> <p>5 A. Correct.</p> <p>6 Q. -- right? And if I told you that Anya had only</p> <p>7 been in New Hampshire, Mr. LaBrie had only been in New</p> <p>8 Hampshire since October 18, would that surprise you at</p> <p>9 all?</p> <p>10 MR. NOWAK: Objection, relevance.</p> <p>11 THE COURT: Overruled.</p> <p>12 A. No.</p> <p>13 Q. And when you had mentioned something about Ms.</p> <p>14 Anya being excited about New Hampshire, was that before</p> <p>15 October 29?</p> <p>16 A. Yes.</p> <p>17 Q. And it was in August, wasn't it?</p> <p>18 A. I don't recall exactly when we were talking about</p> <p>19 it, but eventually, yes, she expressed that prior to the</p> <p>20 29th.</p> <p>21 MR. NOWAK: No further questions, Your</p> <p>22 Honor.</p> <p>23 THE COURT: I've got a couple questions</p> <p>24 before turning it over to Mr. Alcarese. Ms. Wrona, you</p> <p>25 described Anya as having anxiety related to change.</p>
<p>67</p> <p>1 Q. That was the real primary?</p> <p>2 A. I knew she would be traveling back and forth.</p> <p>3 Q.</p> <p>4 MR. NOWAK: Court's indulgence.</p> <p>5 THE COURT: Sure.</p> <p>6 Q. So, if Anya was living primarily in Maryland, she</p> <p>7 could continue seeing you, right?</p> <p>8 A. If scheduling permitted and she was predominantly</p> <p>9 with Dad, yes.</p> <p>10 Q. Ms. LaBrie contacted you about helping with some</p> <p>11 disrespect issues?</p> <p>12 A. Um-hum.</p> <p>13 Q. Anya, is that correct?</p> <p>14 A. Correct.</p> <p>15 Q. Ms. LaBrie asked you about helping Anya learn</p> <p>16 patience, is that correct?</p> <p>17 A. Um-hum.</p> <p>18 Q. When was that?</p> <p>19 A. I don't recall.</p> <p>20 Q. Since May of 2021, the last order?</p> <p>21 A. I think that would have been what we had talked</p> <p>22 about probably two years.</p> <p>23 Q. And Ms. LaBrie expressed concerns about --</p> <p>24 A. Yes.</p> <p>25 Q. -- making sure that Anya was a healthy young</p>	<p>69</p> <p>1 Given the fact if Anya is in New Hampshire, you will not</p> <p>2 be able to continue therapy with her, how do you believe</p> <p>3 she would, she's likely to react to that, changing</p> <p>4 therapists, a very close intimate relationship?</p> <p>5 THE WITNESS: I think when she gets to know</p> <p>6 someone, she'll be fine. She is open to getting to know</p> <p>7 people. You know, I was lucky enough to be able to work</p> <p>8 with her for two years pretty consistently, but you</p> <p>9 know, she understood why I could not work with her any</p> <p>10 more and she did not show any emotional distress.</p> <p>11 THE COURT: All right. Thank you very much.</p> <p>12 Mr. Alcarese.</p> <p>13 MR. ALCARESE: Thank you, Your Honor.</p> <p>14 CROSS EXAMINATION</p> <p>15 BY MR. ALCARESE:</p> <p>16 Q. Sort of along those lines, are you familiar with</p> <p>17 Chase Brexton Health Care?</p> <p>18 A. Correct.</p> <p>19 Q. Is that a local entity or a national?</p> <p>20 A. They are local to Maryland.</p> <p>21 Q. Do you have any affiliates in the New Hampshire</p> <p>22 area?</p> <p>23 A. No.</p> <p>24 Q. So you wouldn't have a network of referrals that</p> <p>25 you could --</p>

<p style="text-align: right;">70</p> <p>1 A. No.</p> <p>2 Q. How would you describe Anya's relationship</p> <p>3 between her parents?</p> <p>4 A. With each individual parent? I'd say that she</p> <p>5 has a fondness for her father, absolutely. She, you</p> <p>6 know, finds him warmer. She finds him more in her</p> <p>7 words, fun. However, that doesn't mean that it's</p> <p>8 perfect. She certainly feels sometimes things are not</p> <p>9 fair, which is pretty typical for a kid her age.</p> <p>10 She reports that her relationship with her mother</p> <p>11 was a little more stressed, but her mother frequently</p> <p>12 yelled at her, this is per her report, that her mother</p> <p>13 had yelled at her, said mean things to her. Sometimes</p> <p>14 there is a clear preference, but, actually, there is a</p> <p>15 preference but she certainly does get along with her</p> <p>16 mother.</p> <p>17 Q. Does she love both of them?</p> <p>18 A. Yes.</p> <p>19 Q. And Anya spoke with you about the upcoming move</p> <p>20 to New Hampshire?</p> <p>21 A. Yes.</p> <p>22 Q. And can you describe her demeanor or her reaction</p> <p>23 to it?</p> <p>24 A. She was really excited at the time. She loves</p> <p>25 skiing, she was excited that there is availability of</p>	<p style="text-align: right;">72</p> <p>1 Q. Something about Ms. LaBrie threatening to not</p> <p>2 return the children to New Hampshire?</p> <p>3 A. No.</p> <p>4 MR. ALCARESE: No further questions.</p> <p>5 THE COURT: All right. Any redirect?</p> <p>6 MS. BELL: Just a couple, Your Honor.</p> <p>7 REDIRECT EXAMINATION</p> <p>8 BY MS. BELL:</p> <p>9 Q. Ms. Wrona, did Anya ever express any anxiety</p> <p>10 about potentially having Covid and being around her</p> <p>11 mother?</p> <p>12 A. Potentially, yes. Specifically, no.</p> <p>13 Q. Did Anya ever indicate that while at Mom's house,</p> <p>14 the furniture was wrapped in plastic?</p> <p>15 A. No.</p> <p>16 MR. NOWAK: Objection.</p> <p>17 THE COURT: Overruled.</p> <p>18 MS. BELL: No further questions.</p> <p>19 THE COURT: Okay. Any recross.</p> <p>20 RECROSS EXAMINATION</p> <p>21 BY MR. NOWAK:</p> <p>22 Q. Mr. LaBrie bought Anya her iPhone when they went</p> <p>23 to New Hampshire, didn't he?</p> <p>24 A. I don't know.</p> <p>25 Q. Are you aware that due to Mr. LaBrie leaving</p>
<p style="text-align: right;">71</p> <p>1 skiing. She loves nature, she was very excited about</p> <p>2 the nature that's up there. She really didn't have any</p> <p>3 concerns.</p> <p>4 Q. No reservations?</p> <p>5 A. No.</p> <p>6 Q. Do you think she grasped the concept of if she</p> <p>7 moves up to New Hampshire, there is going to be a</p> <p>8 challenge with the access schedule and things of that</p> <p>9 nature?</p> <p>10 A. Yes, I think so.</p> <p>11 Q. Do you think she's adjusted well in New</p> <p>12 Hampshire, if you know?</p> <p>13 A. I don't know.</p> <p>14 Q. And does she ever share with you that either</p> <p>15 parent ever threatened her with within the last couple</p> <p>16 months?</p> <p>17 A. Threatened her how?</p> <p>18 Q. Or even made promises or coercions or inducements</p> <p>19 or anything of that nature?</p> <p>20 A. No. The only thing I can think of there was one</p> <p>21 report about she thought her mother said something about</p> <p>22 how she would tell her family not to provide money for</p> <p>23 college if she were to move, but I don't know the truth</p> <p>24 of any of that. That's all that was reported the last</p> <p>25 couple of times.</p>	<p style="text-align: right;">73</p> <p>1 Johns Hopkins University, that he's going to lose the</p> <p>2 college benefit?</p> <p>3 A. I don't know.</p> <p>4 MS. BELL: Objection.</p> <p>5 THE COURT: Overruled. The witness doesn't</p> <p>6 know.</p> <p>7 A. No, we haven't talked about that.</p> <p>8 MR. NOWAK: In your letter, I wanted to make</p> <p>9 sure -- No further questions, Your Honor.</p> <p>10 THE COURT: All right. Thank you very much.</p> <p>11 You are excused.</p> <p>12 MS. BELL: Your Honor, I ask Plaintiff's</p> <p>13 Exhibit Two be admitted into evidence.</p> <p>14 MR. NOWAK: Objection.</p> <p>15 THE COURT: All right. In the interest of</p> <p>16 consistency, I will have the same ruling. Overruled.</p> <p>17 Plaintiff's Exhibit Number Two is admitted.</p> <p>18 (Plaintiff's Exhibit Number Two</p> <p>19 was admitted into evidence.)</p> <p>20 THE COURT: Who is your next witness, Ms.</p> <p>21 Bell?</p> <p>22 MS. BELL: I will call Mr. LaBrie.</p> <p>23 THE COURT: All right. How long do you</p> <p>24 expect Mr. LaBrie to be on the stand?</p> <p>25 MS. BELL: It depends on Your Honor. We are</p>



<p style="text-align: right;">74</p> <p>1 supposed to keep it to four hours.</p> <p>2 THE COURT: I am trying. If that's the</p> <p>3 choice. I'd like to try and keep this short however</p> <p>4 that's constituted, if we stay on these issues as they</p> <p>5 relate here particularly as to the move and the proposed</p> <p>6 effect on the children.</p> <p>7 MS. BELL: I will (inaudible) not go through</p> <p>8 the financial aspect?</p> <p>9 THE COURT: That's correct.</p> <p>10 MS. BELL: I will estimate a half hour.</p> <p>11 THE COURT: Let's take a short break, about</p> <p>12 ten minutes. We'll come right back out. We are off the</p> <p>13 record at this time.</p> <p>14 (Brief recess.)</p> <p>15 THE COURT: We are back on the record in the</p> <p>16 case of LaBrie versus LaBrie. All parties and counsel</p> <p>17 are present and are at the trial tables. We'll resume</p> <p>18 with Mr. LaBrie's case.</p> <p>19 MS. BELL: And Your Honor, just for</p> <p>20 additional clarification to make sure I am not going to</p> <p>21 miss anything, if I can, I want to make sure that</p> <p>22 because the contempt part of this issue and part of</p> <p>23 financial, to the extent there's financial issues in the</p> <p>24 contempt that I will not deal with today.</p> <p>25 THE COURT: Well, there were financial</p>	<p style="text-align: right;">76</p> <p>1 LaBrie, spelled L A U R E N T, J A C Q U E S, L A cap B</p> <p>2 R I E.</p> <p>3 DIRECT EXAMINATION</p> <p>4 BY MS. BELL:</p> <p>5 Q. Mr. LaBrie, where are you currently residing?</p> <p>6 A. My residence right now is at 82 Prospect Hill</p> <p>7 Road in Georges Mill, New Hampshire.</p> <p>8 THE COURT: Georges Mill?</p> <p>9 THE WITNESS: Georges Mill, yes, Your Honor.</p> <p>10 THE COURT: Okay. Thank you.</p> <p>11 Q. When did you move there?</p> <p>12 A. I moved there on October 18th.</p> <p>13 Q. And what prompted your move?</p> <p>14 A. I got a job offer at Dartmouth Hospital in New</p> <p>15 Hampshire.</p> <p>16 Q. And when were you offered that position?</p> <p>17 A. Exact date I'm not sure.</p> <p>18 Q. What month?</p> <p>19 A. I'm going to say, once again, I'd refer to the</p> <p>20 evidence, I believe it was September.</p> <p>21 Q. Do you recall when you applied for that position?</p> <p>22 A. I originally applied for a position there in</p> <p>23 2019, I believe, and got offered a position in February</p> <p>24 of 2020.</p> <p>25 Q. And why didn't you move there?</p>
<p style="text-align: right;">75</p> <p>1 issues raised in the contempt.</p> <p>2 MS. BELL: There were.</p> <p>3 MR. NOWAK: He admitted in his answer he</p> <p>4 hasn't paid child support since May of 2021.</p> <p>5 THE COURT: Well, if it needs to be recalled</p> <p>6 for that, we'll do that.</p> <p>7 MR. NOWAK: The financial issues we contend</p> <p>8 are pretty straightforward, the child support and</p> <p>9 attorney's fees.</p> <p>10 THE COURT: We'll deal with that separately.</p> <p>11 If he needs to be recalled for that, we'll do that. We</p> <p>12 are focused more on the education issue.</p> <p>13 MS. BELL: Yes, I wanted to get to that</p> <p>14 without --</p> <p>15 THE COURT: Thank you for that</p> <p>16 clarification.</p> <p>17 MS. BELL: Thank you. Call Larry LaBrie.</p> <p>18 LAURENT JACQUES LABRIE,</p> <p>19 a witness of lawful age, being produced on his own</p> <p>20 behalf, having been first duly sworn in accordance with</p> <p>21 law, was examined and testified as follows:</p> <p>22 THE CLERK: Please be seated. Speak clearly</p> <p>23 in the microphone. State your full name and spell your</p> <p>24 last name.</p> <p>25 THE COURT: My name is Laurent Jacques</p>	<p style="text-align: right;">77</p> <p>1 A. At that time Ms. LaBrie was fully employed, she</p> <p>2 seemed to be well established and she didn't feel that</p> <p>3 that was a move that she wanted to make and so I decided</p> <p>4 not to.</p> <p>5 MS. BELL: I'd like to move Plaintiff's</p> <p>6 Exhibit that has been marked as an Exhibit Three for</p> <p>7 identification purposes.</p> <p>8 THE COURT: Yes.</p> <p>9 (Plaintiff's Exhibit Number Three was</p> <p>10 marked for identification.)</p> <p>11 Q. Does that refresh your memory when you were</p> <p>12 offered?</p> <p>13 A. August 12, 2021.</p> <p>14 Q. Is this your acceptance letter?</p> <p>15 A. That's my acceptance letter, yes.</p> <p>16 MS. BELL: I would ask that be moved into</p> <p>17 evidence.</p> <p>18 THE COURT: All right. It's admitted.</p> <p>19 (Plaintiff's Exhibit Number Three</p> <p>20 was admitted into evidence.)</p> <p>21 Q. And after August twelfth, what if any steps did</p> <p>22 you take in regard to having received this job offer?</p> <p>23 A. At that point I then made, retained counsel again</p> <p>24 and we, I then also started considering what to do with</p> <p>25 the children's education and then I, of course,</p>

<p style="text-align: right;">78</p> <p>1 responded to the hospital and accepted the position.</p> <p>2 And so that's all I can think of right now.</p> <p>3 MS. BELL: I would have this marked for</p> <p>4 identification purposes Plaintiff's Exhibit Number Four.</p> <p>5 Q. What document is that?</p> <p>6 A. That is the document when I notified Ms. LaBrie</p> <p>7 of the first opportunity that I was offered back in</p> <p>8 January of 2020, January of 2020, January 12, 2020.</p> <p>9 Q. Knowing that Ms. LaBrie had an objection in 2020,</p> <p>10 what would cause you to continue attempts to relocate</p> <p>11 later?</p> <p>12 A. Subsequent to this, Ms. LaBrie lost her full time</p> <p>13 employment, according to what she had told, what she had</p> <p>14 put, what she had testified to, so there was, things</p> <p>15 were no longer settled. There was going to be</p> <p>16 increased, she was asking for an extra \$400 a month in</p> <p>17 support, so it was obvious that things had changed</p> <p>18 drastically and perhaps she would, even she would be</p> <p>19 able to find work elsewhere, if she couldn't find it</p> <p>20 here.</p> <p>21 Q. What is different at least financially in the job</p> <p>22 here? Where were you working here?</p> <p>23 A. I was working at Johns Hopkins Hospital.</p> <p>24 Q. And what was your specific position?</p> <p>25 A. I was a Clinical Engineer.</p>	<p style="text-align: right;">80</p> <p>1 already opportunities to be considered for a Director</p> <p>2 position, or if my manager gets promoted to that</p> <p>3 position, I could be considered for his position. So</p> <p>4 already there are opportunities for advancement.</p> <p>5 Q. And are you actively seeking any additional</p> <p>6 opportunities currently with them?</p> <p>7 A. Just within the hospital; I'd be open to staying</p> <p>8 within the hospital.</p> <p>9 Q. And after you received the indication that you</p> <p>10 had been offered the position, what if any steps did you</p> <p>11 take to (inaudible)--</p> <p>12 A. I contacted Ms. LaBrie, I'm not sure of the date,</p> <p>13 but it's in the evidence in the discovery, by e-mail,</p> <p>14 notified her and then so that's what I told her.</p> <p>15 Q. And basically, what did you tell her?</p> <p>16 A. I told her that I had the new position, that in</p> <p>17 this, I'm not sure exactly the content, but I told her</p> <p>18 that there was a new position and that I had accepted</p> <p>19 it.</p> <p>20 Q. What did you tell her your intent for the girls</p> <p>21 was?</p> <p>22 A. I told her my intent with the girls was to take</p> <p>23 them with me to New Hampshire for my custody time. I</p> <p>24 made an offer for --</p> <p>25 MR. NOWAK: Objection.</p>
<p style="text-align: right;">79</p> <p>1 Q. And what if any advancement opportunities did you</p> <p>2 have at Johns Hopkins?</p> <p>3 A. The only higher level position at Johns Hopkins</p> <p>4 was my Director and he had no plans on leaving.</p> <p>5 Q. And what other hospital would have been possible</p> <p>6 for you to have moved to here?</p> <p>7 A. University of Maryland Medical Center is the only</p> <p>8 other hospital in the area with a Clinical Engineering</p> <p>9 Department, so there is a Director there which would</p> <p>10 have been the higher position, but that's, that hospital</p> <p>11 has been a revolving door for Director of Clinical</p> <p>12 Engineering, so I wasn't about to try to get into that</p> <p>13 mess.</p> <p>14 Q. Is that something that you had been, how did you</p> <p>15 know that?</p> <p>16 A. I had been following what's been going on in the</p> <p>17 industry and it's not hard to keep track of two people's</p> <p>18 positions.</p> <p>19 Q. And what if any opportunities for advancement do</p> <p>20 you have where you are located at Dartmouth?</p> <p>21 A. At Dartmouth Hospital, there are four</p> <p>22 opportunities, three or four opportunities that they</p> <p>23 are, that are higher than me. They are seeking to hire</p> <p>24 two right now. Subsequent to my moving up there, the</p> <p>25 Director has moved to a position in Maine, so there's</p>	<p style="text-align: right;">81</p> <p>1 THE COURT: Overruled.</p> <p>2 A. So, let me start again. So I informed her that I</p> <p>3 was moving there. I told her that I would like the</p> <p>4 girls to move with me and made an offer of a settlement.</p> <p>5 And so those are the, I know those are two things that I</p> <p>6 mentioned.</p> <p>7 Q. And what was your intent in terms of how much</p> <p>8 time, assuming that she had accepted the offer or wound</p> <p>9 up in court and the girls were to end up with you in New</p> <p>10 Hampshire, what was your hope with regard to the girls</p> <p>11 spending time with Ms. LaBrie?</p> <p>12 A. So, the hope, until the Court resolved the issue,</p> <p>13 I was going to maintain the same custody arrangements</p> <p>14 except I offered to consolidate her time, her five days</p> <p>15 every two weeks into one block instead of one Thursday</p> <p>16 or one four days maximum. So I offered to consolidate</p> <p>17 that time so it would reduce her financial woes and</p> <p>18 maintain the same number of days of custody for her.</p> <p>19 Q. Okay. If you can just quickly remind the Court</p> <p>20 what the overnight division was in terms of that?</p> <p>21 A. So every other week she had them for Thursday</p> <p>22 nights and then the other week she had Thursdays through</p> <p>23 until Monday morning taking them to school.</p> <p>24 Q. And in light of that, explain how did you propose</p> <p>25 to change that in the interim until the court had made a</p>

<p>82</p> <p>1 ruling of it?</p> <p>2 A. I'm not sure which days I offered, but I offered</p> <p>3 five days every two weeks.</p> <p>4 Q. And that would have been until it was permanent?</p> <p>5 A. It was until we had the custody order changed.</p> <p>6 Q. And did you follow through with having the girls</p> <p>7 come back?</p> <p>8 A. Yes, within, the girls were, I sent the girls</p> <p>9 back I think it was for October 28th through November</p> <p>10 second, I believe, and so that is the first time we came</p> <p>11 back.</p> <p>12 MS. BELL: If I can approach.</p> <p>13 A. So, in other words --</p> <p>14 THE COURT: Just wait for a question.</p> <p>15 Q. I'm handing you what is marked Plaintiff's</p> <p>16 Exhibit Five for identification purposes. Can you</p> <p>17 identify that document?</p> <p>18 A. Yes, this is the document that I sent Ms. LaBrie</p> <p>19 on August 23rd, when I first had visitation.</p> <p>20 Q. And in that document, it basically describes what</p> <p>21 you testified to, is that correct?</p> <p>22 A. Correct.</p> <p>23 THE COURT: Is that an e-mail?</p> <p>24 THE WITNESS: That's an e-mail, yes.</p> <p>25 THE COURT: Thank you.</p>	<p>84</p> <p>1 Q. What if any conversations about moving to New</p> <p>2 Hampshire did you have with the girls during that</p> <p>3 vacation?</p> <p>4 A. We had no conversations about moving there. Of</p> <p>5 course, no offer was made, so no way I would have known</p> <p>6 that I was going to get an offer. So, it would make</p> <p>7 sense.</p> <p>8 Q. So after having decided you were moving, at what</p> <p>9 point did you notify the girls?</p> <p>10 A. I notified the girls after I notified Ms. LaBrie.</p> <p>11 Q. And in what manner did you notify the girls?</p> <p>12 A. So, we went, I picked up the girls that Monday</p> <p>13 morning, August 23rd, and we went to a diner on</p> <p>14 Reisterstown Road and we had breakfast and I informed</p> <p>15 them of the possibility.</p> <p>16 Q. What if any reaction did they have?</p> <p>17 A. They had been very eager to be going anywhere, to</p> <p>18 be going and they were moved, they were very happy.</p> <p>19 Q. And at what point did the girls realize that</p> <p>20 where you had traveled to would be where, at least some</p> <p>21 of where you traveled to would be where they were going</p> <p>22 to potentially live?</p> <p>23 A. Say it again.</p> <p>24 Q. At what point did you tell them that when you had</p> <p>25 -- Your testimony was that you didn't tell them before</p>
<p>83</p> <p>1 MS. BELL: I'd ask Plaintiff's Five be</p> <p>2 entered into evidence.</p> <p>3 THE COURT: It will be admitted.</p> <p>4 (Plaintiff's Exhibit Number Five</p> <p>5 was admitted into evidence.)</p> <p>6 Q. At the point where, actually what day did you</p> <p>7 expect to offer (inaudible)?</p> <p>8 A. No (inaudible). Other than that, I'm not sure.</p> <p>9 Q. Was it within a week to your recollection?</p> <p>10 A. The week of which date?</p> <p>11 Q. The week that you received -- You received the</p> <p>12 offer on August 12. Was it within a week of August 12</p> <p>13 that you decided to accept the position?</p> <p>14 A. I would guess, yes.</p> <p>15 Q. And had you previously traveled to New Hampshire</p> <p>16 to scope out New Hampshire?</p> <p>17 A. We took a vacation to New Hampshire in 2020. It</p> <p>18 was virtually the only state that you could vacation to,</p> <p>19 it was Covid. Other states were closed to anybody</p> <p>20 visiting, so we couldn't go there. So we decided to go</p> <p>21 to New Hampshire.</p> <p>22 Q. And did you vacation there again in 2021?</p> <p>23 A. Yes, we did.</p> <p>24 Q. Did you have the girls with you?</p> <p>25 A. Yes, we did, yes, I did.</p>	<p>85</p> <p>1 you went to New Hampshire. At what point did they</p> <p>2 realize that they had potentially visited where they,</p> <p>3 where you would live?</p> <p>4 A. Once I told them on the 23rd that I had an offer</p> <p>5 that I was accepting, they would have been, meaning is</p> <p>6 that where (inaudible) --</p> <p>7 Q. What if any knowledge did you have in regard to</p> <p>8 continuation of therapists when you were making that</p> <p>9 decision?</p> <p>10 A. My knowledge was that they would be able to</p> <p>11 continue their therapy because they were residing as</p> <p>12 well with Ms. LaBrie and she could still maintain that</p> <p>13 connection, if they had one.</p> <p>14 Q. And that would be the shared physical custody,</p> <p>15 correct?</p> <p>16 A. Correct.</p> <p>17 Q. At what point did you find out from Ms. Wrona</p> <p>18 that engagement therapy would be terminated?</p> <p>19 A. We had a second conversation on the way up to New</p> <p>20 Hampshire and we were in the car on the 18th of October</p> <p>21 and she expressed concern at that time and I expressed</p> <p>22 to her, well, she's still going to be with Ms. LaBrie,</p> <p>23 isn't that fine to continue and she expressed, well --</p> <p>24 MR. NOWAK: Objection.</p> <p>25 THE COURT: Sustained.</p>

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1 MS. BELL: Court's indulgence.

2 Q. As to the offer, how quickly did you start

3 concerning yourself in regard to the children's

4 schooling?

5 A. Before in, as you can see on January, 2020

6 e-mail, I had investigated the schools and see which

7 schools were superior in that area. There were three

8 that were in the state and so I knew that there was no

9 shortage of better schooling opportunities in New

10 Hampshire.

11 Q. And what is the proximity of the schools to where

12 you are living?

13 A. So, we are presently in Georges Mills, which is

14 actually you can say a suburb of Sunapee, which is still

15 not considered a city, but the heart of Sunapee, and we

16 are about five miles from the school in Sunapee.

17 Q. And what relationship or rather how far is that

18 from where you are working?

19 A. So Georges Mills is 25 minutes drive; it's a

20 shorter commute.

21 Q. Are you working from home or working remotely?

22 A. So, I get three days when I work on site and two

23 days remotely.

24 Q. (Inaudible question)

25 A. Yes, that's from U.S. News and World Report on

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1 Sunapee High School.

2 Q. Is that the only research that you did?

3 A. No, I consulted others as well.

4 Q. And if you perceived this in advance of actually

5 making the decision, how would you, did you believe this

6 was in the best interests of your girls ultimately to be

7 in Sunapee?

8 A. Yes, Sunapee is the fifth highest --

9 MR. NOWAK: Objection.

10 THE COURT: Overruled.

11 A. Say the question again.

12 Q. Did you believe that it was in their best

13 interests to ultimately end up at Sunapee high school?

14 A. Yes, it's the fifth best in the state and a

15 hundred points better scores.

16 MR. NOWAK: Objection.

17 THE COURT: Sustained.

18 Q. Just whatever knowledge you had at that point?

19 A. Yes.

20 Q. How did it compare to Franklin High School, the

21 school for your daughters here in Maryland?

22 A. It had better SAT scores, better ratings by this

23 U.S. News and World Report.

24 MS. BELL: I'd ask the Plaintiff --

25 MR. NOWAK: Objection.

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1 THE COURT: It will be overruled. It will

2 be admitted solely for the purpose of revealing what

3 work and investigation Mr. LaBrie did as part of the

4 move to New Hampshire.

5 MR. NOWAK: But Your Honor, this exhibit

6 itself is multiple pages that look like internet

7 printout. It has not been authenticated and also a

8 reference to the high school the children are in eighth

9 grade middle schools. This is not relevant to these

10 proceedings and but not, it's hearsay.

11 THE COURT: I'm going to overrule it. I'm

12 not admitting it for the truth of the matter asserted in

13 there, I am admitting it for the purpose of showing what

14 Mr. LaBrie looked at as part of this move. If it was a

15 Sports Illustrated Magazine, it would qualify in the

16 same way.

17 MR. NOWAK: His testimony would be

18 sufficient because that's what he has testified to.

19 THE COURT: Overruled.

20 (Plaintiff's Exhibit Number Six

21 was admitted into evidence.)

22 BY MS. BELL:

23 Q. What if any belief did you have in regard to

24 Franklin High School in regard to (inaudible)?

25 A. Franklin High School by this same news source has

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1 a great difference in ranking and scores.

2 Q. And you had also investigated that prior to

3 making that decision?

4 A. Correct.

5 Q. I'd ask that, oh, let me ask you, and I have

6 labeled Plaintiff's Exhibit Number Seven and what is

7 that?

8 A. That's the report from the U.S. News and World

9 Report on Franklin High School in Reisterstown.

10 MS. BELL: And I would request that be

11 entered into evidence.

12 MR. NOWAK: I have the same objection

13 including, Your Honor, that there is no date of

14 retrieval from the internet, there is no proof that this

15 is actually what he had.

16 THE COURT: Well, isn't his testimony

17 sufficient on that? He said that's what I looked at.

18 Overruled the objection for the same reasons as earlier.

19 Plaintiff's Exhibit Seven will be admitted.

20 (Plaintiff's Exhibit Number Seven was

21 admitted into evidence.)

22 BY MS. BELL:

23 Q. When you started trying to deal immediately with

24 the girls and their education moving forward for 2021,

25 what steps did you take and when?

<p style="text-align: right;">90</p> <p>1     <b>A.</b> Okay. So, bearing in mind the court order, I</p> <p>2 sought to preserve down to the letter of the order. So,</p> <p>3 my first step was to get them, I started, because I knew</p> <p>4 this was all happening, I got, I started looking at</p> <p>5 programs for extra education and enrolled them in Laurel</p> <p>6 Springs School for tutoring for extra work because I</p> <p>7 know that virtual learning has its, had been lacking as</p> <p>8 well. There were weaknesses. So I got them enrolled</p> <p>9 there and for schooling, after I had enrolled them there</p> <p>10 but before they started anything, I found a school that</p> <p>11 was very well respected, had a friend of the girls</p> <p>12 already in it so that they could do their homework, have</p> <p>13 the social aspect of a physical school, and it was of</p> <p>14 Ms. LaBrie's religion as well so it would be less</p> <p>15 objectionable ultimately for Ms. LaBrie that was called</p> <p>16 Enlightium.</p> <p>17     <b>Q.</b> And did you discuss with Ms. LaBrie enrollment in</p> <p>18 Enlightium?</p> <p>19     <b>A.</b> I let her know that in order to, yes, I let her</p> <p>20 know that I enrolled them in Enlightenium.</p> <p>21     <b>Q.</b> You didn't that?</p> <p>22     <b>A.</b> I didn't, prior to enrolling them, I didn't ask</p> <p>23 her. I told her prior to them starting the school, I</p> <p>24 let her know, so they never took any classes or did</p> <p>25 anything, any work with Enlightium before she opposed</p>	<p style="text-align: right;">92</p> <p>1     <b>Q.</b> Did you know about Baltimore County virtual</p> <p>2 learning prior to enrolling them in Enlightium?</p> <p>3     <b>A.</b> No.</p> <p>4     <b>Q.</b> And what were the qualifications necessary to get</p> <p>5 the girls into virtual learning?</p> <p>6     <b>A.</b> What I was told was it was --</p> <p>7             <b>MR. NOWAK:</b> Objection.</p> <p>8             <b>THE COURT:</b> Overruled.</p> <p>9             <b>MR. NOWAK:</b> Part of my objection is also</p> <p>10 that we hadn't been provided any applications for</p> <p>11 virtual learning even though we asked for them in</p> <p>12 discovery.</p> <p>13             <b>THE COURT:</b> Okay.</p> <p>14             <b>MR. NOWAK:</b> No information other than what</p> <p>15 Mr. LaBrie has testified today.</p> <p>16             <b>THE COURT:</b> All right. Overruled.</p> <p>17     <b>A.</b> What is the question?</p> <p>18     <b>Q.</b> What qualifications were you aware of that it</p> <p>19 would require to get the girls into virtual learning in</p> <p>20 Baltimore County?</p> <p>21     <b>A.</b> At first I was informed that there were no</p> <p>22 prerequisites, that it was a sure thing.</p> <p>23     <b>Q.</b> And then ultimately?</p> <p>24     <b>A.</b> So we applied for both girls into virtual</p> <p>25 learning program and they were not accepted.</p>
<p style="text-align: right;">91</p> <p>1 and I got them withdrawn from Enlightium.</p> <p>2     <b>Q.</b> And to your knowledge, what steps did she take to</p> <p>3 get them withdrawn from Enlightium?</p> <p>4     <b>A.</b> So I was informed by Enlightium --</p> <p>5             <b>MR. NOWAK:</b> Objection.</p> <p>6             <b>THE COURT:</b> Overruled. Let me hear.</p> <p>7     <b>A.</b> I was informed by Enlightium that Ms. LaBrie</p> <p>8 requested they be withdrawn.</p> <p>9     <b>Q.</b> And when you spoke with the Laurel Springs</p> <p>10 earlier, that was not to be a home school for them,</p> <p>11 correct?</p> <p>12     <b>A.</b> That was one of the prospective ones. Again,</p> <p>13 they hadn't started there, but once I found out that</p> <p>14 Enlightium was an opportunity and the social aspects</p> <p>15 thereof, I turned to Enlightium as a better option,</p> <p>16 better option for the girls.</p> <p>17     <b>Q.</b> When did you take steps to have the girls</p> <p>18 enrolled in Baltimore County?</p> <p>19     <b>A.</b> So once Ms. LaBrie had them withdrawn from</p> <p>20 Enlightium, I then found out about virtual learning and</p> <p>21 spoke with the principal of Deer Park Middle School and</p> <p>22 found out that there is no, they would continue in their</p> <p>23 present schools, but the virtual learning program is</p> <p>24 called a co-enrollment because they were never withdrawn</p> <p>25 from their schools, the physical schools.</p>	<p style="text-align: right;">93</p> <p>1     <b>Q.</b> And why not?</p> <p>2     <b>A.</b> They, the response back was that a medical, there</p> <p>3 had to be a letter from, a medical requirement for them</p> <p>4 to be admitted.</p> <p>5     <b>Q.</b> And then what steps did you take?</p> <p>6     <b>A.</b> So I asked them if they, was the therapist</p> <p>7 considered an acceptable source for such approval and</p> <p>8 they said --</p> <p>9             <b>MR. NOWAK:</b> Objection.</p> <p>10             <b>THE COURT:</b> Overruled. According to the</p> <p>11 events eventually they said yes because we have seen the</p> <p>12 letters. You can answer, Mr. LaBrie.</p> <p>13     <b>A.</b> So I was informed that this, the therapist's</p> <p>14 approval would be considered for re-approval.</p> <p>15     <b>Q.</b> And do you recall what time frame that occurred</p> <p>16 in?</p> <p>17     <b>A.</b> So, that would have been a few days prior to me</p> <p>18 talking with the therapists and their sending their</p> <p>19 letters. So, whatever the date was on the letter that</p> <p>20 Ms. Wrona wrote was about that time.</p> <p>21     <b>Q.</b> And so how long did that process take?</p> <p>22     <b>A.</b> So, we, I got the letters from the, I got the</p> <p>23 letters from the therapists. Ms. Wrona was able to</p> <p>24 respond quickly, Ms. Zimmerman, Doctor Zimmerman was on</p> <p>25 vacation, she couldn't, she didn't have access to a</p>

<p style="text-align: right;">94</p> <p>1 computer or any way to write letters, so it was within a</p> <p>2 week or two I got those letters.</p> <p>3 THE COURT: Ms. Bell, it's 11:00. If you</p> <p>4 can move this along a little more quickly. I don't want</p> <p>5 to cut off anything that's important, but the nuts and</p> <p>6 bolts of how the letters got done isn't as critical as I</p> <p>7 would view other matters.</p> <p>8 BY MS. BELL:</p> <p>9 Q. Did you talk to Aurelia about that?</p> <p>10 A. So, once I got responses back, there was some</p> <p>11 kind of official counter motion or something. I know</p> <p>12 that I informed her, I know I informed her that way. I</p> <p>13 believe there is also something else, yes.</p> <p>14 Q. Did she pose any objection?</p> <p>15 A. She, for that particular one, she was, I'm not</p> <p>16 sure for that particular one, but she had expressed</p> <p>17 objections to basically anything, anything that</p> <p>18 required, that would have amounted to a physical school.</p> <p>19 Q. Did you perceive the girls remaining in Baltimore</p> <p>20 County schools as a violation of the order?</p> <p>21 A. Since they were still, it was just her enrollment</p> <p>22 in the virtual learning program and they were never</p> <p>23 removed from their schools, they were continuing to</p> <p>24 follow the court order to continue in their schools.</p> <p>25 Q. Exhibit Eight.</p>	<p style="text-align: right;">96</p> <p>1 A. So, because it was in place, we already had the</p> <p>2 virtual learning home school in place and because</p> <p>3 virtual learning program told them to go, the e-mail</p> <p>4 from virtual learning program said that they are going</p> <p>5 back to home school, they, therefore, continued in their</p> <p>6 schooling and we made it official that they were not</p> <p>7 just getting tutoring, that they were going to be</p> <p>8 attending Laurel Springs. That happened before they got</p> <p>9 terminated from virtual learning.</p> <p>10 Q. Okay. And what if any communications did you</p> <p>11 have with Ms. LaBrie in regard to that?</p> <p>12 A. To what?</p> <p>13 Q. In regard to ultimately sending the girls to</p> <p>14 Laurel Springs?</p> <p>15 A. She was opposed to virtual learning.</p> <p>16 Q. And you had already removed the girls from</p> <p>17 Maryland at that point?</p> <p>18 A. They were physically moving in New Hampshire,</p> <p>19 yes.</p> <p>20 Q. Do you recall the date that the virtual learning</p> <p>21 program was terminated?</p> <p>22 A. I --</p> <p>23 Q. You can estimate?</p> <p>24 A. It was in, I think it was October 19th, it was</p> <p>25 the date that they were removed.</p>
<p style="text-align: right;">95</p> <p>1 A. Yes, this is Ms. LaBrie's response to a new</p> <p>2 virtual learning program.</p> <p>3 Q. And what was her response?</p> <p>4 A. Another think I am not agreeing that Anya to be</p> <p>5 involved in virtual learning?</p> <p>6 Q. Did you ever unenroll the girls in Baltimore</p> <p>7 County?</p> <p>8 A. No.</p> <p>9 Q. And are they currently attending Baltimore County</p> <p>10 schools?</p> <p>11 A. They are from what I understand, they were there</p> <p>12 yesterday and they are there today.</p> <p>13 MS. BELL: And that said, Plaintiff's</p> <p>14 Exhibit Eight moved into evidence.</p> <p>15 THE COURT: Plaintiff's Exhibit Eight is</p> <p>16 admitted.</p> <p>17 (Plaintiff's Exhibit Number Eight</p> <p>18 was admitted into evidence.)</p> <p>19 Q. Did the girls ultimately end up no longer at home</p> <p>20 schooling or virtual learning in Baltimore County?</p> <p>21 A. Yes, they were removed from both.</p> <p>22 Q. And who removed them?</p> <p>23 A. Ms. LaBrie.</p> <p>24 Q. And what, where did the girls end up and are you</p> <p>25 bringing them here every day for school?</p>	<p style="text-align: right;">97</p> <p>1 Q. And what if any appeal process did you seek after</p> <p>2 that?</p> <p>3 A. In their virtual learning program, I asked for a</p> <p>4 supervisor because I thought that was still the best way</p> <p>5 to observe the letter of the court order.</p> <p>6 Q. And what about home school?</p> <p>7 A. I, so home schooling, when they were removed from</p> <p>8 home schooling, the BCPS home schooling umbrella, that</p> <p>9 didn't really affect their home schooling, their</p> <p>10 schooling in Sunapee. As soon as I moved to Sunapee</p> <p>11 October 18th, I enrolled them, co-enrolled them for</p> <p>12 social aspects auditing in the Sunapee School in New</p> <p>13 Hampshire.</p> <p>14 Q. When you say auditing, they weren't academically</p> <p>15 enrolled?</p> <p>16 A. They were not enrolled for grades and homework,</p> <p>17 but they were auditing the classes, going to class and</p> <p>18 getting the social aspect of it, were able to start in</p> <p>19 extra curriculars if they so wanted, but they got the</p> <p>20 social aspect of schooling that's so important to</p> <p>21 children.</p> <p>22 Q. And when did that social aspect turn to actual</p> <p>23 academic aspect?</p> <p>24 A. In order to continue them in the same school,</p> <p>25 when they got removed from the home schooling umbrella,</p>

<p style="text-align: right;">98</p> <p>1 it went to being, okay, they are now no longer allowed</p> <p>2 to be in the virtual learning program, sorry, the home</p> <p>3 school program; they are already enrolled and taking</p> <p>4 classes in Sunapee, so they will continue in their same</p> <p>5 schooling in Sunapee.</p> <p>6 Q. Was it your intent to usurp the authority of the</p> <p>7 court and change the girls school?</p> <p>8 A. No, and I didn't.</p> <p>9 Q. What if any activities are the girls involved in</p> <p>10 in New Hampshire?</p> <p>11 A. So certainly they are on the ski teams and they</p> <p>12 are in Scout Troop 45 at Lebanon, New Hampshire, and</p> <p>13 they are, so yes, those are the two presently.</p> <p>14 THE COURT: Mr. LaBrie, I may have missed</p> <p>15 something, but after they, after the girls were moved or</p> <p>16 prohibited from going to Enlightium, I thought that</p> <p>17 Laurel Springs was a virtual program, is that correct?</p> <p>18 THE WITNESS: Yes, Your Honor.</p> <p>19 THE COURT: Okay. And you went through the</p> <p>20 process when they were in New Hampshire they would</p> <p>21 participate in Laurel Springs; when they are in</p> <p>22 Baltimore County, they would participate in Baltimore</p> <p>23 County; is that correct?</p> <p>24 THE WITNESS: Yes, Your Honor. I applied</p> <p>25 and got them into a home school program. Immediately</p>	<p style="text-align: right;">100</p> <p>1 courses in Sunapee and were doing the course work in</p> <p>2 Laurel Springs and then once they were terminated from</p> <p>3 the home school program, then they would just continue</p> <p>4 with Sunapee and they started getting grades or taking</p> <p>5 actual classes.</p> <p>6 THE COURT: Are they physically going to</p> <p>7 school in Sunapee?</p> <p>8 THE WITNESS: Yes, Your Honor.</p> <p>9 THE COURT: Okay. And what school is that?</p> <p>10 THE WITNESS: Sunapee Middle School.</p> <p>11 THE COURT: Middle school. And they have</p> <p>12 been doing that since about October 19th, when the home</p> <p>13 schooling in Baltimore County was terminated.</p> <p>14 THE WITNESS: Yes, Your Honor.</p> <p>15 THE COURT: Up until yesterday when they</p> <p>16 were brought in person to Baltimore County.</p> <p>17 THE WITNESS: Yes, Your Honor.</p> <p>18 THE COURT: Okay. And just to be clear, the</p> <p>19 Sunapee Middle High School are the same schools, same</p> <p>20 physical school, same teachers, both middle school and</p> <p>21 high school.</p> <p>22 THE COURT: All right. Thank you. Go on,</p> <p>23 Ms. Bell.</p> <p>24 BY MS. BELL:</p> <p>25 Q. I believe I asked you what extracurricular</p>
<p style="text-align: right;">99</p> <p>1 after that I found out it was virtual learning which was</p> <p>2 more to the letter of the court order. I did that in</p> <p>3 order --</p> <p>4 THE COURT: And virtual learning was with</p> <p>5 Laurel Springs in Baltimore County still, so there is</p> <p>6 that which you referred to when Ms. LaBrie objected to</p> <p>7 that and directed that they be removed from that.</p> <p>8 THE WITNESS: Correct. They were removed</p> <p>9 from, Ms. LaBrie had them removed from virtual learning</p> <p>10 on October, I was notified on October 15th, the end date</p> <p>11 was October 19th and --</p> <p>12 THE COURT: Okay.</p> <p>13 THE WITNESS: So that was --</p> <p>14 THE COURT: Since October 19th, how have</p> <p>15 they been participating in school.</p> <p>16 THE WITNESS: So, I mean, they, I couldn't</p> <p>17 get this wrong.</p> <p>18 THE COURT: Since the day whenever they were</p> <p>19 removed from home school.</p> <p>20 THE WITNESS: So state the question again,</p> <p>21 Your Honor?</p> <p>22 THE COURT: Since they were removed from</p> <p>23 home schooling in Baltimore County, what have the girls</p> <p>24 been doing for their education?</p> <p>25 THE WITNESS: Okay. They started auditing</p>	<p style="text-align: right;">101</p> <p>1 activities are they in, you indicated girl scouts and</p> <p>2 skiing. Are there any other activities that the girls</p> <p>3 are involved in?</p> <p>4 A. Well, they don't know yet because I didn't want</p> <p>5 to get their hopes up, since the decision was going to</p> <p>6 be made today, but I got word Friday, I believe, that</p> <p>7 they were accepted into a Newport Opera House play</p> <p>8 production for the spring, so they will be able to be in</p> <p>9 theater so satisfying a requirement for the theater</p> <p>10 merit badge in scouts and they love acting. They will</p> <p>11 have that opportunity as well in Baltimore, all the</p> <p>12 theater companies are closed due to Covid and they have</p> <p>13 an opportunity up there.</p> <p>14 Q. Is that something that they had done here at all?</p> <p>15 A. They learned acting, they posted stuff on U-tube,</p> <p>16 they, Anya is already in math communication program at</p> <p>17 Deer Park Middle Magnet School just for acting and</p> <p>18 public speaking. So this is going to give them the</p> <p>19 practical aspects of being on stage.</p> <p>20 Q. And this would be marked Plaintiff's Exhibit</p> <p>21 Number Nine. Do you remember that?</p> <p>22 A. This is them with their ski team at Sunapee.</p> <p>23 MS. BELL: I would move Exhibit Nine be</p> <p>24 moved into evidence.</p> <p>25 THE COURT: It is admitted. And for the</p>

<p style="text-align: right;">102</p> <p>1 record, it is a photograph, correct?</p> <p>2 THE WITNESS: Correct, Your Honor.</p> <p>3 (Plaintiff's Exhibit Number Nine</p> <p>4 was admitted into evidence.)</p> <p>5 Q. What I am now handing you is marked as</p> <p>6 Plaintiff's Exhibit Number Ten for identification</p> <p>7 purposes. What is that picture?</p> <p>8 A. This is a picture instagram account of them</p> <p>9 flying back to, I believe flying back to New Hampshire</p> <p>10 after a visit with their Mom. You can't see it on this</p> <p>11 picture but the date of it is November 7th, so it was</p> <p>12 the flight previous to that on November, either going up</p> <p>13 October 28th or coming back November second.</p> <p>14 MS. BELL: I would ask that be admitted</p> <p>15 number ten.</p> <p>16 MR. NOWAK: Objection.</p> <p>17 THE COURT: Basis.</p> <p>18 MR. NOWAK: There is no live testimony what</p> <p>19 it might be but none of that information is on the</p> <p>20 picture other than it being a picture of the children.</p> <p>21 THE COURT: Were you present when the</p> <p>22 photograph was taken, Mr. LaBrie?</p> <p>23 THE WITNESS: No, Your Honor.</p> <p>24 THE COURT: But it's been posted on the</p> <p>25 Instagram account.</p>	<p style="text-align: right;">104</p> <p>1 will be admitted.</p> <p>2 (Plaintiff's Exhibit Number 11 was</p> <p>3 admitted into evidence.)</p> <p>4 Q. And what I am getting ready to hand you is marked</p> <p>5 Plaintiff's Exhibit Number 12. I'd ask if you can</p> <p>6 describe it. I have handed you is now Plaintiff's</p> <p>7 Exhibit Number 12 here, would you identify that for the</p> <p>8 Court?</p> <p>9 A. This is the letter of acceptance for the children</p> <p>10 to be in the play, 43rd Street at the Newport Opera</p> <p>11 House.</p> <p>12 MS. BELL: I would ask Plaintiff's 12 be</p> <p>13 moved into evidence.</p> <p>14 MR. NOWAK: Objection, hearsay.</p> <p>15 THE COURT: Overruled, it's admitted.</p> <p>16 (Plaintiff's Exhibit Number 12</p> <p>17 Was admitted into evidence.)</p> <p>18 Q. What I am handing you here has been marked</p> <p>19 Plaintiff's Exhibit 13 for identification purposes. Can</p> <p>20 you identify it to the Court?</p> <p>21 A. Yes, this is an e-mail that I sent to Ms. LaBrie</p> <p>22 December sixth.</p> <p>23 Q. And what is this pertaining to?</p> <p>24 A. This is to try to get, to inform her that I am</p> <p>25 bringing the children down for her custody time this</p>
<p style="text-align: right;">103</p> <p>1 THE WITNESS: Yes, Your Honor.</p> <p>2 THE COURT: And the girls have identified it</p> <p>3 as their picture?</p> <p>4 THE WITNESS: It is a picture of the girls,</p> <p>5 yes, Your Honor.</p> <p>6 THE COURT: I am going to overrule the</p> <p>7 objection and Plaintiff's Exhibit Ten will be admitted.</p> <p>8 (Plaintiff's Exhibit Number Ten</p> <p>9 Was admitted into evidence.)</p> <p>10 BY MS. BELL:</p> <p>11 Q. And can you identify to the Court what has been</p> <p>12 marked as Plaintiff's Exhibit Number 11?</p> <p>13 A. Anastasia has begun, continued her piano</p> <p>14 instructions with a woman named Sandra J. Grass to</p> <p>15 continue her piano education and instruction.</p> <p>16 THE COURT: Okay.</p> <p>17 Q. And why did you choose to continue her piano</p> <p>18 education?</p> <p>19 A. She enjoyed piano, I had asked Ms. LaBrie many</p> <p>20 times by e-mail whether she was continuing virtual or</p> <p>21 physical, gotten no answer until the court filing</p> <p>22 saying, with the letter saying they haven't been</p> <p>23 attending piano. So immediately, I sought and found Ms.</p> <p>24 Grass, who has done 45 years of piano instruction.</p> <p>25 THE COURT: Plaintiff's Exhibit Number 11</p>	<p style="text-align: right;">105</p> <p>1 past weekend.</p> <p>2 Q. And what if anything else?</p> <p>3 A. And so it informed her that they would have one</p> <p>4 fewer day with her because after she through them out of</p> <p>5 home school, they had an obligation, more of an</p> <p>6 obligation to attend the physical school. So they had</p> <p>7 to, they would be doing their last day on Friday before</p> <p>8 coming down here for their visit for their time with Ms.</p> <p>9 LaBrie.</p> <p>10 MS. BELL: I had ask that Plaintiff's</p> <p>11 Exhibit 13 be admitted into evidence.</p> <p>12 THE COURT: It is admitted.</p> <p>13 (Plaintiff's Exhibit Number 13</p> <p>14 Was admitted into evidence.)</p> <p>15 MS. BELL: I have no further questions, Your</p> <p>16 Honor.</p> <p>17 THE COURT: All right. Cross examination,</p> <p>18 Mr. Nowak.</p> <p>19 MR. NOWAK: Thank you, Your Honor.</p> <p>20 CROSS EXAMINATION</p> <p>21 BY MR. NOWAK:</p> <p>22 Q. May 2021, a consent order was entered in this</p> <p>23 case where you agreed the children would continue at</p> <p>24 their current middle schools, right.</p> <p>25 A. Yes.</p>



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1 Q. And continue in their extracurricular activities,  
2 correct?  
3 A. Yes.  
4 Q. And that you and Ms. LaBrie would have joint  
5 legal custody, correct?  
6 A. Yes.  
7 Q. That the children would continue with their  
8 pedestrians, Doctor George, right?  
9 A. Yes.  
10 Q. That the children would continue with their  
11 therapists, correct?  
12 A. Yes.  
13 Q. And the focus was an obligation to discuss major  
14 decisions prior to (inaudible), correct?  
15 A. That's true. But the context (inaudible) yes,  
16 we'd discussed things.  
17 Q. That you had to discuss before decisions were  
18 made; is that correct?  
19 A. Yes.  
20 MR. ALCARESE: Excuse me, Your Honor, can we  
21 adjust the microphone, I think it's pick willing up the  
22 interpreter, I am hearing that loudly.  
23 MR. NOWAK: It's a sensitive microphone and  
24 I try not to yell into it.  
25 THE COURT: Try put it towards yourself.

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1 There we go.  
2 MR. NOWAK: Okay.  
3 THE COURT: Thank you, Mr. Alcarese.  
4 BY MR. NOWAK:  
5 Q. So you are required to make good faith  
6 discussions prior making decisions with Ms. LaBrie?  
7 A. Right, for certain issues, yes.  
8 Q. And those issues are including extracurricular  
9 activities, is that correct?  
10 A. Right. Yes, I discussed any new extracurricular  
11 activities with Ms. LaBrie.  
12 Q. And you have to admit discussions that agree upon  
13 educational decisions as well, correct?  
14 A. Certain educational decisions, yes.  
15 Q. You are also required to discuss with Ms. LaBrie  
16 any major decision prior to sharing it with the  
17 children, correct?  
18 A. Yes, major decisions that are being discussed  
19 with Ms. LaBrie.  
20 Q. And many of your e-mails, I keep seeing that you  
21 say that Ms. LaBrie is only allowed one electronic  
22 communication with you per week, correct?  
23 A. Correct.  
24 Q. And the order actually doesn't say that at all,  
25 does it?

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1 A. I think you are mistaken.  
2 Q. The order says generally the parties shall  
3 communicate by e-mail, correct?  
4 A. Electronic messaging, yes.  
5 Q. E-mail, electronic mail?  
6 A. Electronic messaging, yes.  
7 Q. So you are taking that as text messages as well?  
8 A. They are electronic messages, yes.  
9 Q. You are considering if Ms. LaBrie sends you more  
10 than one electronic message, you would block it, right?  
11 A. As per court order, yes.  
12 Q. Court order says generally the parties shall  
13 communicate by e-mail, right?  
14 A. I don't have it in front of me so I can't answer  
15 that.  
16 MR. NOWAK: May I approach, Your Honor?  
17 THE COURT: You may.  
18 Q. I'm handing you a copy of the consent order  
19 regarding the modification of custody, direct your  
20 attention to paragraph eight, why don't you read that?  
21 A. Yes, the parties shall communicate primarily by  
22 e-mail. The e-mail is about being about custody or  
23 about major decisions for the children. Generally,  
24 e-mails should be limited to one per week unless  
25 involving an emergency health care situation of the

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1 minor children. The responding party shall respond  
2 within 48 hours unless involving an emergency health  
3 care situation of the minor children. Neither party  
4 shall disparage the other to the minor children or their  
5 therapists or health providers.  
6 Q. Okay. Now, it doesn't limit you each to one  
7 electronic communication, is that correct? Read the  
8 document.  
9 A. Yes. I have read it.  
10 Q. And you would send multiple electronic messages  
11 to Ms. LaBrie?  
12 A. Rarely, but when she doesn't respond, or ask  
13 questions, I am required to respond within 48 hours, so  
14 I have a decision to make whether which part of the  
15 custody order I obey and which I have to not obey.  
16 Q. And if the 48 hour response required doesn't give  
17 the one party the right to make a decision as to their  
18 response, right?  
19 A. I disagree.  
20 Q. So this would be the e-mail that says I want the  
21 children to be in in-person learning, respond in 48  
22 hours and if you didn't, that's your decision to make,  
23 correct?  
24 A. Ms. LaBrie doesn't have the tie breaker.  
25 Q. Okay. But you didn't respond, you have joint

<p style="text-align: right;">110</p> <p>1 legal custody for education, right?</p> <p>2 A. With me, yes.</p> <p>3 Q. Do you have access to Ms. LaBrie's e-mail?</p> <p>4 A. Access, how?</p> <p>5 Q. Could you read her e-mails that she sends?</p> <p>6 A. When they come into my e-mail box, yes.</p> <p>7 Q. You don't have access to her gmail account?</p> <p>8 A. I can't log into her account if that's what you</p> <p>9 are asking.</p> <p>10 Q. Have you ever used never used the e-mail account</p> <p>11 Aurelia LaBrie zero at Gmail.com?</p> <p>12 A. I never heard of that.</p> <p>13 Q. When was your last day at Johns Hopkins</p> <p>14 University at your job?</p> <p>15 A. Last physical day was the Friday before going to</p> <p>16 New Hampshire on the 18th, so I would assume that was</p> <p>17 the 15th.</p> <p>18 Q. And when did you notify Johns Hopkins that you</p> <p>19 were leaving employment?</p> <p>20 A. I'm required to give notice, so I'm not sure when</p> <p>21 I told them.</p> <p>22 Q. And you haven't changed your address with the</p> <p>23 Court. Why not?</p> <p>24 A. I guess I never provided it.</p> <p>25 Q. You haven't provided a copy of your lease; why</p>	<p style="text-align: right;">112</p> <p>1 A. She was working full time the last time we were</p> <p>2 in court, the last time she provided testimony.</p> <p>3 Q. But you have said one of the reasons why you were</p> <p>4 considering moving to New Hampshire was because Ms.</p> <p>5 LaBrie hadn't had full time employment?</p> <p>6 A. That was this time in 2021.</p> <p>7 Q. That was in 2021?</p> <p>8 A. Right.</p> <p>9 Q. What full time employment does she not have?</p> <p>10 A. She was testifying that she only had, was able to</p> <p>11 work 15, 16 hours a week.</p> <p>12 Q. When was that testimony?</p> <p>13 A. It was during --</p> <p>14 Q. Was it during?</p> <p>15 A. -- when we were trying to settle the child</p> <p>16 support.</p> <p>17 Q. So she testified to your knowledge that she was</p> <p>18 working 15 to 20 hours a week?</p> <p>19 A. 15 to 16 hours.</p> <p>20 Q. 15 to 16 hours and that was during the February,</p> <p>21 2021 hearing?</p> <p>22 A. That was when we were trying to resolve the child</p> <p>23 support and it was confirmed many times when I was no</p> <p>24 longer under counsel, I confirmed it with you and I</p> <p>25 believe Ms. LaBrie as well.</p>
<p style="text-align: right;">111</p> <p>1 not?</p> <p>2 A. Why would I?</p> <p>3 Q. Well, you claim you are leasing a property for a</p> <p>4 year in New Hampshire?</p> <p>5 A. Yes.</p> <p>6 Q. You were subpoenaed to bring that with you today,</p> <p>7 right?</p> <p>8 A. I don't know.</p> <p>9 Q. You didn't bring that with you?</p> <p>10 A. I can access it, if it is necessary.</p> <p>11 Q. How much is your rent?</p> <p>12 A. One thousand 450 dollars.</p> <p>13 Q. So, you were offered a job at the hospital in New</p> <p>14 Hampshire in January of 2020, correct?</p> <p>15 A. Correct.</p> <p>16 Q. You didn't take that opportunity, though,</p> <p>17 correct?</p> <p>18 A. Correct.</p> <p>19 Q. You had claimed because Ms. LaBrie had testified</p> <p>20 that she wasn't working?</p> <p>21 A. That she was working.</p> <p>22 Q. She was working?</p> <p>23 A. Yeah.</p> <p>24 Q. But her financials, she wasn't working as many</p> <p>25 hours?</p>	<p style="text-align: right;">113</p> <p>1 Q. When?</p> <p>2 A. I'm not sure of the date, the e-mails.</p> <p>3 Q. So that was the change that sparked your interest</p> <p>4 in reapplying for a job at Dartmouth Hospital?</p> <p>5 A. It was one of the issues.</p> <p>6 Q. When did you file your application for employment</p> <p>7 there?</p> <p>8 A. The first time, I'm not sure, would have been, it</p> <p>9 would have been 2019. The second time it was, I'm not</p> <p>10 sure, I'm not sure when it was.</p> <p>11 Q. Did you remain in contact?</p> <p>12 A. Would have been in 2021.</p> <p>13 Q. In May of 2021, right?</p> <p>14 A. No, I don't know, I don't know when.</p> <p>15 Q. When did you have communication with John Kurosek</p> <p>16 (phonetic spelling)?</p> <p>17 A. In 2019, and that was my first interview.</p> <p>18 Q. And met with him again for your second interview,</p> <p>19 right?</p> <p>20 A. I'm not sure.</p> <p>21 Q. Who did you interview with when you were in New</p> <p>22 Hampshire in the summer of 2021?</p> <p>23 A. That was my immediate supervisor, Michael Bruen</p> <p>24 (phonetic spelling).</p> <p>25 Q. All right, so in your answers to interrogatories,</p>

<p style="text-align: right;">114</p> <p>1 you said that you interviewed during the end of 2019 and</p> <p>2 again in the summer of 2021, you interviewed with John</p> <p>3 Kurosek among others, right. Did you have any telephone</p> <p>4 interviews?</p> <p>5 A. We discussed by telephone, yes.</p> <p>6 Q. With the employer?</p> <p>7 A. Yes.</p> <p>8 Q. Did you have any of those conversations prior to</p> <p>9 May of 2021?</p> <p>10 A. We had them in 2019.</p> <p>11 Q. And then, of course, in March of 2020, Covid --</p> <p>12 A. Correct.</p> <p>13 Q. -- 19 pandemic happened, right?</p> <p>14 A. Yes.</p> <p>15 Q. So that is when your plans to move to New</p> <p>16 Hampshire falls?</p> <p>17 A. I turned down the opportunity because Ms. LaBrie</p> <p>18 was settled and refused, didn't want --</p> <p>19 Q. She's still settled now, right?</p> <p>20 A. I wouldn't consider less than half time</p> <p>21 employment settled professionally.</p> <p>22 Q. So because she's not working in your opinion full</p> <p>23 time, you moved to New Hampshire?</p> <p>24 A. It was one of the reasons why a greater financial</p> <p>25 burden was being put on me by her request for \$400 more</p>	<p style="text-align: right;">116</p> <p>1 purposes and had to do with Ms. LaBrie's financial</p> <p>2 purposes. The alimony to Ms. LaBrie ends in January, so</p> <p>3 he would have had seven hundred some dollars in</p> <p>4 addition.</p> <p>5 THE COURT: Overruled.</p> <p>6 Q. Isn't that true?</p> <p>7 A. Yes, and increase in child support.</p> <p>8 Q. And the increase in child support was to be</p> <p>9 determined though, right?</p> <p>10 A. For this time period then, when I no longer have</p> <p>11 alimony, obviously, I had to increase my child support.</p> <p>12 Q. Okay. So you were concerned if Ms. LaBrie wasn't</p> <p>13 working full time and you had to pay more child support</p> <p>14 to her, you couldn't provide for the children</p> <p>15 financially, right?</p> <p>16 A. That was one of my concerns, yes.</p> <p>17 Q. So you had to earn more money, right?</p> <p>18 A. Yes, correct.</p> <p>19 Q. Now, where else did you apply for jobs prior</p> <p>20 besides Dartmouth?</p> <p>21 A. I don't believe, I don't know of any others</p> <p>22 offhand.</p> <p>23 Q. There are clinical engineering positions</p> <p>24 available in hospitals in the District of Columbia,</p> <p>25 right?</p>
<p style="text-align: right;">115</p> <p>1 a month in child support and evidently not going to be</p> <p>2 able to provide as much for the children, not providing</p> <p>3 as much for their education.</p> <p>4 Q. But you did provide for them, right? You were</p> <p>5 making 90 thousand dollars a year at Johns Hopkins,</p> <p>6 right?</p> <p>7 A. Right. Ms. LaBrie was making more disposable</p> <p>8 income than I was.</p> <p>9 Q. And Ms. LaBrie, well, strike that. You stopped</p> <p>10 paying child support in May of 2021, right? You had a</p> <p>11 child support payment of \$504 made in May of 2021,</p> <p>12 right?</p> <p>13 A. Correct.</p> <p>14 Q. So you didn't have to worry about expense, since</p> <p>15 you haven't paid it since?</p> <p>16 A. Well, pending our discussions, our negotiations,</p> <p>17 I knew I'd have to be paying that.</p> <p>18 Q. And --</p> <p>19 A. Alimony extra \$400.</p> <p>20 Q. The alimony that you paid Ms. LaBrie ended in</p> <p>21 January?</p> <p>22 THE COURT: What is the relevance to the</p> <p>23 alimony or these other financial issues?</p> <p>24 MR. NOWAK: He said that the reason he moved</p> <p>25 to accept the job in New Hampshire was financial</p>	<p style="text-align: right;">117</p> <p>1 A. There could be, yes.</p> <p>2 Q. There are clinical engineering positions</p> <p>3 available in York Hospital in Pennsylvania, right?</p> <p>4 A. I don't know. There are.</p> <p>5 Q. There are clinical engineering positions in</p> <p>6 hospitals in Philadelphia, correct?</p> <p>7 A. Yes.</p> <p>8 Q. In fact, this is Laurel Springs home schooling</p> <p>9 program in the suburbs of Philadelphia, isn't that true?</p> <p>10 A. I don't know.</p> <p>11 Q. You don't know where the school is?</p> <p>12 A. It's virtual, so where the headquarters is, I am</p> <p>13 not sure.</p> <p>14 Q. So, you didn't apply for any other jobs that fit</p> <p>15 your job description in any regional hospitals, is that</p> <p>16 fair to say?</p> <p>17 A. I monitor the openings in all of those locations</p> <p>18 and there were no openings to be applied for. So,</p> <p>19 obviously, I wouldn't have applied if there are no</p> <p>20 openings.</p> <p>21 Q. Did you for a raise?</p> <p>22 A. Yes.</p> <p>23 Q. Do you have e-mail showing where you asked for a</p> <p>24 raise?</p> <p>25 A. You usually negotiate that without e-mails.</p>

<p style="text-align: right;">118</p> <p>1 Q. You don't have any documents --</p> <p>2 A. No.</p> <p>3 Q. -- indicating you asked for that raise?</p> <p>4 A. No.</p> <p>5 Q. Now, you said your intent was to keep the</p> <p>6 children enrolled in school. You agreed to keep them</p> <p>7 enrolled in their schools in May, right?</p> <p>8 A. Right.</p> <p>9 Q. And your intent was to keep them in the school</p> <p>10 because August 23rd you sent Ms. LaBrie an e-mail saying</p> <p>11 that you intended to move, that you had a plan, right?</p> <p>12 A. Correct.</p> <p>13 Q. You sent that e-mail 11:50 AM?</p> <p>14 A. Yes.</p> <p>15 Q. You told Ms. LaBrie to respond in 48 hours,</p> <p>16 right?</p> <p>17 A. Correct.</p> <p>18 Q. Is 48 hours sufficient time for a mother to</p> <p>19 decide whether her children would be moving to another</p> <p>20 state?</p> <p>21 A. I would expect a response at that point in time.</p> <p>22 Maybe not complete, but request more time for anything.</p> <p>23 Q. Before she responded, though, that evening, you</p> <p>24 had your attorney file a motion to modify custody,</p> <p>25 right?</p>	<p style="text-align: right;">120</p> <p>1 A. Through your court file.</p> <p>2 Q. Well, the e-mail your attorneys just submitted</p> <p>3 into evidence as Ms. LaBrie saying Anya is not attending</p> <p>4 piano because the children are in New Hampshire; you</p> <p>5 realize that, right?</p> <p>6 A. Right but whether that's a decision she made or</p> <p>7 what, I didn't know.</p> <p>8 Q. Well, if the children aren't physically here on</p> <p>9 Thursdays, how is Anya going to attend her piano</p> <p>10 lessons?</p> <p>11 A. For a long period of time she was doing it on</p> <p>12 Thursdays. That's when I was asking Ms. LaBrie several</p> <p>13 times whether she was doing it virtually or physically.</p> <p>14 If she was doing it virtually, then she could continue</p> <p>15 that. She was supposed to inform me of any</p> <p>16 extracurricular activities that I could attend. She</p> <p>17 hadn't been, so obviously, wasn't any physical lessons</p> <p>18 because, otherwise, she was supposed to tell me and I</p> <p>19 would be able to attend it.</p> <p>20 Q. But she knew about Anya's piano lessons because</p> <p>21 we had specifically put it in the consent order in May</p> <p>22 of 2021?</p> <p>23 A. She was able to continue. I had no idea when Ms.</p> <p>24 LaBrie takes her, where she takes her, if she takes her.</p> <p>25 That's her business with Anya.</p>
<p style="text-align: right;">119</p> <p>1 A. That's probably accurate.</p> <p>2 Q. But you had been in discussions with your</p> <p>3 attorney since August 10 according to your records?</p> <p>4 A. We maintained contact. I can't disclose or know</p> <p>5 exactly what I was discussing.</p> <p>6 Q. So you found out August 12, 2021 via e-mail that</p> <p>7 you submitted as that you were offered the position?</p> <p>8 A. Right.</p> <p>9 Q. Why didn't you ask Ms. LaBrie right then and</p> <p>10 there?</p> <p>11 A. The, there was, she was, there was time in that</p> <p>12 time, and I'm not sure what, that Ms. LaBrie was with</p> <p>13 the girls on vacation. So, e-mail back and forth is</p> <p>14 sparse during vacation time.</p> <p>15 Q. And you acknowledge that you wanted to keep</p> <p>16 physically the same custody arrangements that you guys</p> <p>17 agreed to in May of 2021, right?</p> <p>18 A. I was not going to be a court order but --</p> <p>19 Q. Ms. LaBrie would get every Thursday night, right?</p> <p>20 A. That, yes.</p> <p>21 Q. Anya's piano lessons are on Thursday nights,</p> <p>22 right?</p> <p>23 A. I had no idea.</p> <p>24 Q. You said you found out Anya wasn't attending</p> <p>25 piano lessons in person, correct?</p>	<p style="text-align: right;">121</p> <p>1 Q. Anya never expressed to you that she was taking</p> <p>2 piano lessons on Thursday?</p> <p>3 A. She, no.</p> <p>4 Q. Ms. LaBrie and this is your Plaintiff's Exhibit</p> <p>5 13, Ms. LaBrie on, let's see, November 30, 2021, to make</p> <p>6 sure the Anya doesn't miss progressing in her piano, I'd</p> <p>7 like to pay for her to continue in her lessons. That</p> <p>8 was in response to Ms. LaBrie complaining that Anya</p> <p>9 wasn't attending her piano lessons, right?</p> <p>10 A. From your court order, your court filing.</p> <p>11 Q. You e-mailed the piano instructor after the piano</p> <p>12 lessons were virtual, didn't you?</p> <p>13 THE COURT: Was there an objection?</p> <p>14 MS. BELL: There was, Your Honor.</p> <p>15 THE COURT: Overruled.</p> <p>16 THE WITNESS: Say the question again.</p> <p>17 Q. You e-mailed the piano instructor and asked the</p> <p>18 piano lessons to be virtual, correct?</p> <p>19 A. Once we got your court filing, I found out she</p> <p>20 was still going to the lessons, yes, I asked her so that</p> <p>21 we could see whether she could continue virtually.</p> <p>22 Q. You took the girls out to breakfast on August</p> <p>23 23rd, 2021 to tell them about your plans to take them</p> <p>24 back to New Hampshire, right?</p> <p>25 A. Correct.</p>

<p style="text-align: right;">122</p> <p>1 Q. What time was breakfast?</p> <p>2 A. That's as soon as I picked them up from Ms.</p> <p>3 LaBrie.</p> <p>4 Q. What time would that be approximately?</p> <p>5 A. Nine o'clock, I guess.</p> <p>6 Q. Nine o'clock. And then you waited until 10:50 AM</p> <p>7 to send the e-mail to Ms. LaBrie telling her your intent</p> <p>8 to take them to --</p> <p>9 A. No, I said that earlier. I said that before, oh,</p> <p>10 it was about that time, yeah, sure.</p> <p>11 Q. All right, when did you tell Ms. LaBrie that you</p> <p>12 were terminating the children's therapists?</p> <p>13 A. I never terminated the therapists.</p> <p>14 Q. You did send Ms. LaBrie an e-mail stating I am</p> <p>15 terminating their health insurance, if you use health</p> <p>16 insurance, that's on you, right?</p> <p>17 A. Yes. I didn't terminate the therapists, it just</p> <p>18 says they are not going to take the insurance.</p> <p>19 Q. And you knew that the children could telehealth</p> <p>20 therapy if they were in New Hampshire, right? The</p> <p>21 therapists were licensed in Maryland.</p> <p>22 A. And I wasn't informed of it, no.</p> <p>23 Q. And you didn't continue their therapy sessions</p> <p>24 when you moved with the children on October 18, 2021,</p> <p>25 though, right?</p>	<p style="text-align: right;">124</p> <p>1 A. Right, but that's what, a year and a half from</p> <p>2 now, so.</p> <p>3 Q. And that agreement was in your original</p> <p>4 settlement agreement back in 2016, correct?</p> <p>5 A. Correct.</p> <p>6 Q. And it was reiterated in the 2021 agreement?</p> <p>7 A. Correct. It depends on what is done.</p> <p>8 Q. This is the reason, there was concern you were</p> <p>9 going to relocate, right?</p> <p>10 A. I don't know, I don't know.</p> <p>11 Q. Well, Ms. LaBrie wanted that provision in there,</p> <p>12 right?</p> <p>13 MR. ALCARESE: Objection, getting into</p> <p>14 settlement discussions and the purposes of language that</p> <p>15 was included in the court order.</p> <p>16 THE COURT: Okay. Sustained.</p> <p>17 Q. So, you know Baltimore County has magnet programs</p> <p>18 for high schools, correct? That Deer Park Middle School</p> <p>19 Magnet is within a magnet school, right? So there are</p> <p>20 lots of options for high schools besides Franklin High</p> <p>21 School for the girls in Baltimore County, right?</p> <p>22 A. Yes.</p> <p>23 Q. In fact, there's options 35 miles outside of</p> <p>24 Reisterstown including southern Pennsylvania, D.C.</p> <p>25 suburbs, Northern Anne Arundel County, Harford County,</p>
<p style="text-align: right;">123</p> <p>1 A. Yes, I did. Doctor Zimmerman testified.</p> <p>2 Q. I think it was Ms. Wrona testified that there was</p> <p>3 a termination on October 29, right?</p> <p>4 A. Yes, which is after October 18th.</p> <p>5 Q. And that was the session that Ms. LaBrie took</p> <p>6 Anya to, right?</p> <p>7 A. That's what I heard, that's what was testified</p> <p>8 to.</p> <p>9 Q. Now in January --</p> <p>10 A. I mean (inaudible).</p> <p>11 Q. In January 2020, you were investigating the</p> <p>12 schools in New Hampshire, right?</p> <p>13 A. Yes.</p> <p>14 Q. And in your e-mail, you even mentioned Andover</p> <p>15 High School?</p> <p>16 A. Yes.</p> <p>17 Q. You said it was a better school than Franklin</p> <p>18 High School, right?</p> <p>19 A. Yes.</p> <p>20 Q. Now, court order doesn't require the children to</p> <p>21 attend Franklin High School though?</p> <p>22 A. No, it requires continuity in their education.</p> <p>23 Q. Well, it actually requires that the children</p> <p>24 attend the high school within 35 miles of Reisterstown,</p> <p>25 right?</p>	<p style="text-align: right;">125</p> <p>1 Cecil County, possibly parts of Pennsylvania. All of</p> <p>2 those high school potentials for the children and you</p> <p>3 didn't consider any of those?</p> <p>4 A. That would required moving, moving and applying</p> <p>5 there for the magnet school which serves those without</p> <p>6 moving and without paying for a magnet school, which I</p> <p>7 couldn't do on my salary, no, there are no other</p> <p>8 options.</p> <p>9 Q. You mean there are lots of options and you didn't</p> <p>10 just didn't think they were good?</p> <p>11 A. Where else can you go if she's not going to apply</p> <p>12 for magnet school. We are both in the Franklin school</p> <p>13 district, there is no other option except private school</p> <p>14 and on my former salary, that wasn't an option.</p> <p>15 Q. Couldn't you have sent them to Carver Center For</p> <p>16 Technology is a magnet school?</p> <p>17 A. If Mrs. LaBrie applied there.</p> <p>18 Q. You could have sent them to Towson High School ,</p> <p>19 that magnet school for civics and government?</p> <p>20 A. It also requires being admitted. There is no</p> <p>21 sure thing. You have to apply and be admitted.</p> <p>22 Q. I'm wondering if you considered this in July of</p> <p>23 2021, when you applied for the job in New Hampshire?</p> <p>24 A. There were opportunities but they are not a sure</p> <p>25 thing.</p>

<p style="text-align: right;">126</p> <p>1 Q. And Ms. LaBrie could apply for the magnet school</p> <p>2 for high school?</p> <p>3 A. Yes, she didn't.</p> <p>4 Q. But she could have?</p> <p>5 A. She could have, but she didn't.</p> <p>6 Q. The children are in eighth grade now?</p> <p>7 A. Yes, but applications were due already.</p> <p>8 Q. They just started eighth grade?</p> <p>9 A. Yes, and you have to apply by earlier than, you</p> <p>10 have to --</p> <p>11 Q. The application deadline isn't until January</p> <p>12 31st, 2022 for high school, isn't that true?</p> <p>13 A. Not from what I have seen, no.</p> <p>14 Q. As you have learned in the educational system,</p> <p>15 there is all sort of exceptions, right?</p> <p>16 A. Yes, but it's not a sure thing.</p> <p>17 Q. Not a sure thing.</p> <p>18 A. As I found out.</p> <p>19 Q. So Laurel Springs Home School, when did you tell</p> <p>20 Ms. LaBrie that you were applying to have the kids at</p> <p>21 Laurel Springs Home School?</p> <p>22 A. I informed her when they were admitted.</p> <p>23 Q. When was this?</p> <p>24 A. I don't know the exact date.</p> <p>25 Q. Before October 18th of 2021?</p>	<p style="text-align: right;">128</p> <p>1 Q. For home schooling.</p> <p>2 A. For home schooling, there's an, if I am not</p> <p>3 mistaken, there is an on-line form you fill out. There</p> <p>4 is no physical application.</p> <p>5 Q. And you learned that because the Enlightium</p> <p>6 School, that was a home school program, right?</p> <p>7 A. Yes.</p> <p>8 Q. Does the Enlightium application process guide you</p> <p>9 through the home school application process?</p> <p>10 A. There is no way they can. They are a national</p> <p>11 program. They don't know what the local.</p> <p>12 Q. You admitted that you didn't tell Ms. LaBrie</p> <p>13 prior to enrolling the children in the Enlightium</p> <p>14 program?</p> <p>15 A. I tried, but I did prior to them potentially</p> <p>16 attending.</p> <p>17 Q. Now, you thought it was so important that the</p> <p>18 children be in virtual learning program that you tried</p> <p>19 to get exemptions through their therapists, right?</p> <p>20 A. True.</p> <p>21 Q. But now they are in in-person learning, you now</p> <p>22 apparently enrolled them into an in-person learning</p> <p>23 school in New Hampshire?</p> <p>24 A. Because she had them thrown out from the other</p> <p>25 program.</p>
<p style="text-align: right;">127</p> <p>1 A. It was written down, sir, provided in the</p> <p>2 statement.</p> <p>3 Q. Before you moved to New Hampshire?</p> <p>4 A. Of course, yes.</p> <p>5 Q. Now, the home school program is different than a</p> <p>6 virtual program, right?</p> <p>7 A. No. Well, it can be. You can do education at</p> <p>8 home and it's not virtual. Virtual means using the</p> <p>9 internet. So home school is kind of virtual and then</p> <p>10 physical.</p> <p>11 Q. You applied to enroll the children home school</p> <p>12 through the Baltimore County Home School program that's</p> <p>13 different than the virtual learning program?</p> <p>14 A. Correct, there is virtual learning programs</p> <p>15 provided by Baltimore County public schools and they</p> <p>16 run, you know, the program. There is the opportunity</p> <p>17 for remote learning through the home school program and</p> <p>18 that also is virtual.</p> <p>19 Q. And you have to have several applications that</p> <p>20 inform the school about the home school program prior to</p> <p>21 the local public school accepting the children into a</p> <p>22 home school program, right?</p> <p>23 A. I don't know if there is any order required.</p> <p>24 Q. Did you fill out any applications?</p> <p>25 A. For what?</p>	<p style="text-align: right;">129</p> <p>1 Q. You started them in in-person auditing October</p> <p>2 19th, 2021? Are you sure about that date? That would</p> <p>3 be the very next day.</p> <p>4 A. The very next day the principal and (inaudible).</p> <p>5 Q. Did you give Ms. LaBrie an opportunity to tour</p> <p>6 the school before enrolling them in that program?</p> <p>7 A. There is no --</p> <p>8 Q. Did you tell Ms. LaBrie you were going to do it</p> <p>9 before you did it?</p> <p>10 A. There is no requirement for any of that.</p> <p>11 Q. Isn't it true that it was the Baltimore County</p> <p>12 public school that disenrolled the children from virtual</p> <p>13 learning because the therapist letters were not</p> <p>14 applicable?</p> <p>15 A. That's very wrong. That's very wrong.</p> <p>16 Q. You filed an appeal?</p> <p>17 A. According to the e-mail from the person in charge</p> <p>18 of the virtual learning program, it was at the request</p> <p>19 of Ms. LaBrie that they were disenrolled from virtual</p> <p>20 learning and you have a copy of that now.</p> <p>21 Q. I just want to be clear about this. This is</p> <p>22 all --</p> <p>23 MS. COSTANZO (Interpreter): Your Honor, may</p> <p>24 I address the court? Can I switch?</p> <p>25 THE COURT: Of course, you can. Yes, you</p>

<p style="text-align: right;">130</p> <p>1 have been working all morning. Would you please swear</p> <p>2 in the new interpreter.</p> <p>3 (The Interpreter was duly sworn under</p> <p>4 penalties of perjury to interpret accurately,</p> <p>5 completely and impartially and to refrain from</p> <p>6 knowingly disclosing confidential or privileged</p> <p>7 information obtained while serving in the</p> <p>8 proceeding.)</p> <p>9 THE CLERK: Please be seated. State your</p> <p>10 full name for the record and spell your name.</p> <p>11 THE INTERPRETER: Sorin Dragan, S O R I N, D</p> <p>12 R A G A N.</p> <p>13 THE COURT: Thank you.</p> <p>14 MR. DRAGAN: Your Honor, with your</p> <p>15 permission this interpreter for accuracy tends to favor</p> <p>16 the consecutive style, if you are agreeable to that.</p> <p>17 THE COURT: What do you mean by the</p> <p>18 consecutive style?</p> <p>19 THE INTERPRETER: So consecutive versus</p> <p>20 simultaneous, basically, --</p> <p>21 THE COURT: Do you require a pause?</p> <p>22 MR. DRAGAN: I wish to capture better what</p> <p>23 was said.</p> <p>24 THE COURT: We'll try to accommodate that</p> <p>25 but time is an issue here.</p>	<p style="text-align: right;">132</p> <p>1 A. They know longer had to go to Ms. LaBrie</p> <p>2 physically after school so there wasn't going to be any</p> <p>3 problem with her and the girls because she had fear of</p> <p>4 Covid.</p> <p>5 THE COURT: Why don't we pause.</p> <p>6 Q. But the children had been in in-person learning</p> <p>7 at their middle schools as of May of 2021 though, right?</p> <p>8 A. I am not sure of the date.</p> <p>9 Q. You don't know if the children were in in-person</p> <p>10 learning as of May of 2021?</p> <p>11 A. Exactly when Covid restrictions came off, I can't</p> <p>12 say.</p> <p>13 Q. Did they attend in-person learning in the seventh</p> <p>14 grade at all?</p> <p>15 A. I believe so, yes.</p> <p>16 Q. All right, and then you said you enrolled the</p> <p>17 children in the in-person learning because they were</p> <p>18 kicked out of the home school program by Ms. LaBrie?</p> <p>19 A. That's when they started the graded, they</p> <p>20 converted from auditing to being graded at Sunapee.</p> <p>21 Q. And when was that?</p> <p>22 A. I don't remember. I'm not sure of the exact</p> <p>23 date.</p> <p>24 Q. In October?</p> <p>25 A. It would have been in the end of October, yes.</p>
<p style="text-align: right;">131</p> <p>1 THE INTERPRETER: That's why I ran it by</p> <p>2 you. Whichever way you decide, that's what we'll do.</p> <p>3 THE COURT: Thank you. Let me know if you</p> <p>4 need to pause at any point in time.</p> <p>5 All right, so to Counsel and to Mr. LaBrie</p> <p>6 who is now testifying, after you have testified, please</p> <p>7 pause briefly so that the answer or the question can be</p> <p>8 interpreted for Ms. LaBrie. Mr. Nowak.</p> <p>9 BY MR. NOWAK:</p> <p>10 Q. So you enrolled the children in in-person</p> <p>11 learning by October 19, 2021, despite the mental health</p> <p>12 concern the therapist's shared about in-person learning.</p> <p>13 A. The problem with the virtual learning, the health</p> <p>14 problem with the virtual learning was because of what I</p> <p>15 knew. There was concern by Ms. LaBrie about Covid and</p> <p>16 she took precautions against when the girls had a, for</p> <p>17 instance, the girls had a 99 degree temperature one day</p> <p>18 and they called Ms. LaBrie and Ms. LaBrie got a phone</p> <p>19 call from the girls saying --</p> <p>20 MR. NOWAK: Objection, not responsive.</p> <p>21 THE COURT: So, why don't you ask him</p> <p>22 another question? Try to narrow this, if we can.</p> <p>23 Q. So the mental health issue with the children</p> <p>24 regarding virtual learning was no longer applicable on</p> <p>25 October 19, 2021 , right?</p>	<p style="text-align: right;">133</p> <p>1 Q. And they register --</p> <p>2 A. I am not even sure of that. The end of November,</p> <p>3 I am not sure. The home school program was the last one</p> <p>4 and that's, I'm not sure.</p> <p>5 Q. The children were not eligible to be in the home</p> <p>6 school program as of November of 2021, right?</p> <p>7 A. I can't say, I can't testify to that.</p> <p>8 Q. You can testify that they were not eligible to be</p> <p>9 in the virtual learning program at some point when you</p> <p>10 moved to New Hampshire?</p> <p>11 A. So we are talking about the virtual learning --</p> <p>12 Q. You had them enrolled in virtual learning and</p> <p>13 you had them enrolled in home school and you had them</p> <p>14 enrolled in the auditing program at Sunapee?</p> <p>15 A. At different times they were.</p> <p>16 Q. And the children are today at their schools?</p> <p>17 A. Yes, they are. I can't testify to that, I don't</p> <p>18 know.</p> <p>19 Q. Did they talk to you today?</p> <p>20 A. Today, no.</p> <p>21 Q. What about yesterday?</p> <p>22 A. Yesterday, yes.</p> <p>23 Q. The Laurel Springs Home School program is not in</p> <p>24 Baltimore County?</p> <p>25 A. Correct.</p>

<p style="text-align: right;">134</p> <p>1 Q. You really didn't need to take any steps to keep</p> <p>2 the children enrolled in Baltimore County school other</p> <p>3 than just keeping them with Ms. LaBrie during the week,</p> <p>4 right?</p> <p>5 A. When at what time is this?</p> <p>6 Q. You didn't need to take your children to New</p> <p>7 Hampshire at all, right?</p> <p>8 A. (Inaudible) the court order, yes.</p> <p>9 Q. You work remotely two days a week, right?</p> <p>10 A. Right, I am not going to fly to New Hampshire</p> <p>11 three times a week.</p> <p>12 Q. Ms. LaBrie is not flying to New Hampshire three</p> <p>13 times a week, either, right?</p> <p>14 A. So she gets her time with them and I get my time</p> <p>15 with them and we are at least part of the custody order</p> <p>16 is (inaudible).</p> <p>17 Q. Since you took the children in October, has Ms.</p> <p>18 LaBrie had every Thursday night she's entitled to?</p> <p>19 A. Not every Thursday.</p> <p>20 Q. What time did you bring the children this</p> <p>21 weekend?</p> <p>22 A. We arrived about 12:30 Friday night.</p> <p>23 Q. 12:30 Friday night. So, they had the whole</p> <p>24 Friday with Ms. LaBrie?</p> <p>25 A. No, it would have been Saturday morning, 0030,</p>	<p style="text-align: right;">136</p> <p>1 A. They had plans to call somebody, call a friend of</p> <p>2 theirs.</p> <p>3 Q. If they weren't back at the airport where you</p> <p>4 wanted them to be?</p> <p>5 A. If they were not taken by Ms. LaBrie, they could</p> <p>6 call a friend and I had them, that's what they planned.</p> <p>7 Q. And now, the children can attend their scout</p> <p>8 troop here in Maryland, right?</p> <p>9 A. No, there is no scout troop here.</p> <p>10 Q. The Shalom (inaudible)?</p> <p>11 A. I was a scout master when I moved.</p> <p>12 Q. You were a scout master?</p> <p>13 A. Yes, so the troop moved with us and we continued</p> <p>14 in New Hampshire.</p> <p>15 Q. How many people are in the troop?</p> <p>16 A. At the time my two daughters and two others.</p> <p>17 Q. And you were the scout leader?</p> <p>18 A. Yes.</p> <p>19 Q. You made the arrangements for the trip, camping</p> <p>20 and meetings?</p> <p>21 A. We could plan our own outings, but we most of the</p> <p>22 time coordinated with the boys troops.</p> <p>23 Q. And Ms. LaBrie participated in the activities</p> <p>24 over the summer with the scouts, right?</p> <p>25 A. She attended one or two meetings.</p>
<p style="text-align: right;">135</p> <p>1 after --</p> <p>2 Q. After midnight?</p> <p>3 A. 12:30.</p> <p>4 Q. 12:30 Saturday morning?</p> <p>5 A. They had school, we left after school eight</p> <p>6 hours, nine hour drive (inaudible).</p> <p>7 Q. And you, when you flew the children down on other</p> <p>8 occasions, you required Ms. LaBrie to sign a form,</p> <p>9 right?</p> <p>10 A. Yes. I requested her because (inaudible).</p> <p>11 Q. In that form was an agreement that she would</p> <p>12 return the children to the airport?</p> <p>13 A. Yes.</p> <p>14 Q. And you told the children when the return flight</p> <p>15 was, right?</p> <p>16 A. Yes, they had the tickets to fly.</p> <p>17 Q. There was one occasion you would have let Ms.</p> <p>18 LaBrie pick the children up from the airport, correct?</p> <p>19 A. We made arrangements for a gentleman to pick them</p> <p>20 up (that was still the question. If she didn't pick</p> <p>21 them up, I said somebody else would pick them up. I</p> <p>22 arranged it, that was with Patrick McCarthy.</p> <p>23 Q. And you told the children if they weren't to the</p> <p>24 airport for the return flight, to call Patrick McCarthy</p> <p>25 to pick them up?</p>	<p style="text-align: right;">137</p> <p>1 Q. And she contributed to the expenses, right?</p> <p>2 A. Once she did. She wouldn't for most of them</p> <p>3 though.</p> <p>4 Q. You berated her to pay \$30 and sign a parent</p> <p>5 permission slip for a trip, right?</p> <p>6 A. Regarding her testimony, she has to sign</p> <p>7 permission, I cannot, so obviously, she has to sign the</p> <p>8 form and provide the money for it.</p> <p>9 Q. There were times when Ms. LaBrie asked you about</p> <p>10 activities, specifically, why they hadn't gone to their</p> <p>11 softball practice?</p> <p>12 A. Perhaps.</p> <p>13 Q. And your response was you want to leave one</p> <p>14 e-mail text a week, so I will not be informing you when</p> <p>15 the girls will or won't have pending activities?</p> <p>16 MS. BELL: Objection, relevance.</p> <p>17 THE COURT: I will overrule it but we are</p> <p>18 getting awfully far afield here.</p> <p>19 A. This is the problem that I had.</p> <p>20 THE COURT: Why don't you ask the question</p> <p>21 again.</p> <p>22 Q. Okay I have an e-mail and ask you if you</p> <p>23 recognize this? You sent Ms. LaBrie this e-mail</p> <p>24 informing her when the girls will or wouldn't be</p> <p>25 attending activities because you are limited to one</p>



<p style="text-align: right;">138</p> <p>1 e-mail text per week, right?</p> <p>2 A. The agreement that we made in May was that</p> <p>3 Mrs. LaBrie would sign up with the, to get information</p> <p>4 directly from the extracurricular activity and we, I</p> <p>5 would not be required to use these alerts as my one</p> <p>6 message a week because as I repeatedly in that, I</p> <p>7 repeatedly said it's not going to work if I had one</p> <p>8 e-mail message.</p> <p>9 THE COURT: You've answered the question.</p> <p>10 What was the exhibit that you just?</p> <p>11 MR. NOWAK: Defendant's one e-mail.</p> <p>12 THE COURT: I will admit it. Mr. Nowak, I</p> <p>13 want you to focus.</p> <p>14 MR. NOWAK: Certainly.</p> <p>15 THE COURT: The petition for contempt is</p> <p>16 directed to Mr. LaBrie's decision to move to New</p> <p>17 Hampshire. Please try and keep everything focused on</p> <p>18 that.</p> <p>19 MR. NOWAK: Yes, Your Honor.</p> <p>20 Q. Right, and it's your testimony you had no</p> <p>21 discussions with the children about moving to New</p> <p>22 Hampshire in the summer of 2021, when you were applying</p> <p>23 for the job at the hospital?</p> <p>24 A. Correct.</p> <p>25 Q. And let's see, you left on October 18 of 2021;</p>	<p style="text-align: right;">140</p> <p>1 education. We can get to that later because I am trying</p> <p>2 to figure out how we are going to get done with what we</p> <p>3 need to get done to begin with.</p> <p>4 Q. Now, you have already admitted -- strike that.</p> <p>5 Have you engaged any therapists in New Hampshire for the</p> <p>6 girls?</p> <p>7 A. No.</p> <p>8 Q. And have you attempted to change their</p> <p>9 pediatricians?</p> <p>10 A. No.</p> <p>11 Q. All right. And they continue to see their</p> <p>12 pediatrician here in Maryland, right?</p> <p>13 A. Yes, with a higher deductible. The insurance is</p> <p>14 not going to cover it.</p> <p>15 Q. Well, Ms. LaBrie could get insurance for the</p> <p>16 children, correct? That's not an issue.</p> <p>17 When you changed your insurance, were you aware</p> <p>18 they might not be able to see their therapists?</p> <p>19 A. Considering this and there is no problem with</p> <p>20 considering making considerations of different options.</p> <p>21 THE COURT: Well, the question, did you</p> <p>22 consider the impact on their medical care when you made</p> <p>23 the decision to move to New Hampshire?</p> <p>24 THE WITNESS: Yes.</p> <p>25 Q. And you knew that their insurance would change,</p>
<p style="text-align: right;">139</p> <p>1 that was a Monday, right?</p> <p>2 A. Yes, sir.</p> <p>3 Q. Ms. LaBrie did not have the Thursday that she was</p> <p>4 supposed to have?</p> <p>5 A. Because it started at times. (Inaudible)</p> <p>6 Q. May, 2021, that every Thursday the children were</p> <p>7 to see their mother every week, wasn't it?</p> <p>8 A. The agreement Ms. LaBrie would pick up the</p> <p>9 children and get the order --</p> <p>10 Q. And she can't see them if they are in New</p> <p>11 Hampshire?</p> <p>12 A. She could arrange, that's what I proposed an</p> <p>13 alternative would be more convenient for Ms. LaBrie</p> <p>14 unless possibly the children --</p> <p>15 THE COURT: Mr. Nowak, just so you know if</p> <p>16 it's any help to you, I read the order. The order</p> <p>17 requires and I know what Mr. LaBrie's testimony is</p> <p>18 relative to that, if that's some assistance to you.</p> <p>19 Q. So, you are supposed to pay \$504 a month child</p> <p>20 support, right?</p> <p>21 A. Yes, under the old agreement, yes.</p> <p>22 Q. And that's May of 2021?</p> <p>23 MS. BELL: Objection, asked and answered,</p> <p>24 not relevant.</p> <p>25 THE COURT: Yes, let's focus on the</p>	<p style="text-align: right;">141</p> <p>1 right?</p> <p>2 A. Correct.</p> <p>3 Q. Did you research providers that your insurance</p> <p>4 would cover?</p> <p>5 A. I had researched what, I researched and knew the</p> <p>6 coverage would not be applied down here.</p> <p>7 Q. So didn't that, the scouting, children are at a</p> <p>8 different scout troop than they were here in Maryland?</p> <p>9 A. We just enrolled them in a new scout troop, yes.</p> <p>10 Q. When did you tell Ms. LaBrie?</p> <p>11 A. I don't know that I had. (Inaudible.)</p> <p>12 Q. So you didn't ask her about which scout troop she</p> <p>13 thought was best for the children?</p> <p>14 A. How would she have any idea?</p> <p>15 Q. If she didn't call you, how would she know?</p> <p>16 A. I didn't ask her input. I don't --</p> <p>17 Q. Did the children have softball here in Maryland,</p> <p>18 right?</p> <p>19 A. They did, yes.</p> <p>20 Q. And they had scouting, obviously, piano, right?</p> <p>21 A. Yes.</p> <p>22 Q. There is skiing here in Maryland.</p> <p>23 A. If they want, yes.</p> <p>24 Q. Now you are enrolling them in a ski club in New</p> <p>25 Hampshire, correct?</p>

<p style="text-align: right;">142</p> <p>1 A. Yes, it's the school ski team.</p> <p>2 Q. And did you address that to Ms. LaBrie?</p> <p>3 A. I don't know the exact date.</p> <p>4 Q. Did you ask her if the children could join the</p> <p>5 ski club?</p> <p>6 A. I don't know the exact date.</p> <p>7 Q. Did you ask her?</p> <p>8 A. Yes.</p> <p>9 Q. What happened?</p> <p>10 A. (Inaudible)</p> <p>11 Q. So you could find that e-mail and share it with</p> <p>12 us.</p> <p>13 A. (Inaudible).</p> <p>14 Q. The children have friends here in Maryland,</p> <p>15 right?</p> <p>16 A. Yes.</p> <p>17 Q. In fact, you had said that their friend also</p> <p>18 attended Enlighthium Academy, correct?</p> <p>19 A. Yes, but she's not part of that anymore. It was</p> <p>20 part of a troop that moved to North Carolina.</p> <p>21 Q. And you sold your house, right?</p> <p>22 A. Yes.</p> <p>23 Q. When did you sell your house?</p> <p>24 A. I don't know the exact settlement date.</p> <p>25 Q. Was it before or after October of 2021?</p>	<p style="text-align: right;">144</p> <p>1 THE COURT: How is this related to the</p> <p>2 issues here?</p> <p>3 MR. NOWAK: This goes to the contempt and</p> <p>4 attorney's fees. He has the financial ability to pay.</p> <p>5 He also testified about financial concerns being his</p> <p>6 primary motivator to move.</p> <p>7 THE COURT: One of the motivations, I think</p> <p>8 he said.</p> <p>9 MS. BELL: Respectfully, Your Honor, I did</p> <p>10 put on a case pursuant to my initial comments.</p> <p>11 THE COURT: Why don't we, we can always</p> <p>12 address this later. It really doesn't affect what's in</p> <p>13 the best interests of the children, unless you can</p> <p>14 explain to me otherwise.</p> <p>15 MR. NOWAK: Montgomery V Sanders factors,</p> <p>16 the financial aspect is a concern and Mr. LaBrie</p> <p>17 testified that Ms. LaBrie is asking for \$400 more a</p> <p>18 month for child support which would put him in a</p> <p>19 position where he had to earn more money.</p> <p>20 (Inaudible - Interpreter and attorneys</p> <p>21 talking at once.)</p> <p>22 Q. You borrowed money for your attorney's fees,</p> <p>23 right?</p> <p>24 A. I borrowed money for attorney's fees.</p> <p>25 Q. Here we go. Income wire transfer on September</p>
<p style="text-align: right;">143</p> <p>1 A. It was after we moved. The closing date was</p> <p>2 after we moved.</p> <p>3 Q. I think in your responses you wrote that Ms.</p> <p>4 LaBrie was aware you were selling your house because you</p> <p>5 had a for sale sign out front. So you didn't actually</p> <p>6 tell her, you just assumed that if there was a sign out?</p> <p>7 A. She was seeing the girls every day and for some</p> <p>8 of the time, it's clear, it should be obvious.</p> <p>9 Q. Should be obvious. You received, you spent</p> <p>10 \$43,000 from the sale of the house?</p> <p>11 A. I don't know the exact, I don't know where or how</p> <p>12 much.</p> <p>13 Q. You submitted your bank statements?</p> <p>14 A. You know --</p> <p>15 MS. BELL: Object to the relevancy of that,</p> <p>16 Your Honor.</p> <p>17 THE COURT: Let's see where it goes, I don't</p> <p>18 see it directly, overruled.</p> <p>19 Q. You have had a 5,000 bonus when you signed up for</p> <p>20 your job in New Hampshire, right?</p> <p>21 A. I got a bonus, the bonus was actually ten</p> <p>22 thousand.</p> <p>23 Q. Still have zero credit account with 225,000 in it</p> <p>24 from December of 2020?</p> <p>25 A. That's retirement.</p>	<p style="text-align: right;">145</p> <p>1 29, 2021 of \$43,457.50. Would that be from the sale of</p> <p>2 the house?</p> <p>3 A. Yes.</p> <p>4 Q. And it needs to go into the down payment for the</p> <p>5 next house?</p> <p>6 A. (Inaudible)</p> <p>7 Q. Leaving Johns Hopkins you are giving up some</p> <p>8 college benefits the children would have right?</p> <p>9 A. The children don't get any college benefits, they</p> <p>10 are not in college.</p> <p>11 Q. But they could. Isn't that the benefit of</p> <p>12 working at Johns Hopkins, tuition remission, reciprocity</p> <p>13 with other schools around the country.</p> <p>14 A. They can't now.</p> <p>15 MR. ALCARESE: Your Honor, I'm going to</p> <p>16 object on the basis, anything with college is when the</p> <p>17 children are at 18.</p> <p>18 THE COURT: Yes. It's pretty remote. I get</p> <p>19 the picture, it's possible if everybody stayed here and</p> <p>20 Mr. LaBrie stayed at Johns Hopkins, that he would get</p> <p>21 the benefit, assuming the program is still in existence</p> <p>22 at that time. So I'm going to, I understand the point,</p> <p>23 I'm going to sustain the objection and why don't we move</p> <p>24 to something else.</p> <p>25 BY MR. NOWAK:</p>

<p style="text-align: right;">146</p> <p>1 Q. Part of the consent order in 2021 was that you</p> <p>2 were able to talk to the children while in Ms. LaBrie's</p> <p>3 custody to help them with homework, right?</p> <p>4 A. Correct.</p> <p>5 Q. Now, the girls grades started falling in the</p> <p>6 third and fourth quarter of the 2021, right?</p> <p>7 A. I don't know offhand.</p> <p>8 Q. And the children went from honor students and now</p> <p>9 having C's, D's and E's, right?</p> <p>10 A. I don't know what you are looking at with that</p> <p>11 information.</p> <p>12 Q. So you are not aware of what their grades are at</p> <p>13 Dartmouth?</p> <p>14 A. Which program?</p> <p>15 Q. Baltimore County public schools?</p> <p>16 A. Oh, they are at Sunapee now. Baltimore County</p> <p>17 public schools had issues because they transferred from</p> <p>18 one program to another, so they have to adjust the</p> <p>19 grades because some of them weren't done in physical</p> <p>20 school, it was done in virtual school and visa versa, so</p> <p>21 the grades, we weren't allowed to immediately after they</p> <p>22 closed the virtual learning program, the grades were no</p> <p>23 longer available and we tried to get those grades.</p> <p>24 Q. You said when the virtual learning program, when</p> <p>25 they were involved, there was a co-involvement in their</p>	<p style="text-align: right;">148</p> <p>1 Q. She was failing Algebra as well, right?</p> <p>2 A. I don't know. We dealt with problems with the</p> <p>3 grades, yes.</p> <p>4 Q. But she was getting an A in Chorus and a B in</p> <p>5 Spanish.</p> <p>6 MS. BELL: Your Honor, I am going to object.</p> <p>7 He's leading and testifying.</p> <p>8 THE COURT: This is cross examination and I</p> <p>9 think he's making a proposal and asking Mr. LaBrie if he</p> <p>10 agrees with it. Mr. LaBrie is free to disagree,</p> <p>11 overruled.</p> <p>12 Q. In the marking period, she had an A in physical</p> <p>13 education?</p> <p>14 THE COURT: The question is whether you know</p> <p>15 it. So, if you don't know it, just say so.</p> <p>16 THE WITNESS: I don't know which program</p> <p>17 he's talking about, the time period.</p> <p>18 THE COURT: Okay, just say that.</p> <p>19 Q. You were not aware of the grades of the girls in</p> <p>20 the different programs?</p> <p>21 A. Any particular day, any particular class?</p> <p>22 (Interpreter talking over Counsel.)</p> <p>23 Q. So you didn't see their first marking period,</p> <p>24 first marking period progress reports?</p> <p>25 A. The first marking period was before that.</p>
<p style="text-align: right;">147</p> <p>1 regular schools, correct?</p> <p>2 A. Correct.</p> <p>3 Q. And the virtual learning program is just</p> <p>4 (inaudible)?</p> <p>5 A. It's provided to everybody in Maryland, it was a</p> <p>6 virtual learning program I believe, at least in</p> <p>7 Baltimore County public schools.</p> <p>8 Q. And the curriculum is different and they are</p> <p>9 independent magnet school, for instance, for Deer Park</p> <p>10 Middle magnet school or Franklin?</p> <p>11 A. No.</p> <p>12 Q. It's not a school with school work?</p> <p>13 A. It's identical school. What I was told.</p> <p>14 Q. And so there is no, there would be no excuse for</p> <p>15 them to have failing grades if they were switching</p> <p>16 between programs, right?</p> <p>17 A. Yes, because the homework is graded by different</p> <p>18 people, depending on which program.</p> <p>19 Q. Oh, so they have different teachers?</p> <p>20 A. There are different teachers for virtual</p> <p>21 learning.</p> <p>22 Q. You had notification that Isabella was failing</p> <p>23 World History or American history, right?</p> <p>24 A. There were notifications of problems with the</p> <p>25 grades, yes.</p>	<p style="text-align: right;">149</p> <p>1 Q. Right?</p> <p>2 A. I don't have them memorized, no.</p> <p>3 Q. And in the first marking period, you had the</p> <p>4 children almost all of the school nights, right?</p> <p>5 THE COURT: The first marking period when?</p> <p>6 MR. NOWAK: Of 2021?</p> <p>7 THE COURT: So back in January?</p> <p>8 MR. NOWAK: That would be respectfully, Your</p> <p>9 Honor, 2021.</p> <p>10 THE COURT: 2021-2022 school year, the first</p> <p>11 marking period of the school year.</p> <p>12 A. So in the beginning of the school year it was</p> <p>13 50-50 custody. And after the ruling it went to 70-30</p> <p>14 during the school days.</p> <p>15 Q. So, why not propose that the children were in</p> <p>16 school in Baltimore County and you have them a weekend a</p> <p>17 month and holidays?</p> <p>18 A. Then we wouldn't be following court order.</p> <p>19 Obviously, we couldn't do that.</p> <p>20 Q. But you are asking to modify the court order?</p> <p>21 A. I don't make those decisions without the Court's</p> <p>22 agreement.</p> <p>23 Q. So it's your position that as long as Ms. LaBrie</p> <p>24 has some 30 percent of the days during the school year</p> <p>25 and 50 percent of the days during the summer, that's</p>

<p style="text-align: right;">150</p> <p>1 complying with court order?</p> <p>2 A. Court order said Thursday nights, so a total of</p> <p>3 five days every two weeks with Ms. LaBrie, that's until</p> <p>4 the court rules differently, that's what I thought.</p> <p>5 Q. So well there is already an agreement that the</p> <p>6 two of you take the children to school, the high school</p> <p>7 is 35 miles from Reisterstown. You don't want to remove</p> <p>8 that contract, right?</p> <p>9 A. Custody is always something that's determined by</p> <p>10 the Court, to be determined by the Court and depending</p> <p>11 on change in circumstance.</p> <p>12 Q. Circumstances that you changed?</p> <p>13 A. That were changed, whether Ms. LaBrie has a job</p> <p>14 or not, whether she can, there are matters certain</p> <p>15 things that the Court considers change of circumstances.</p> <p>16 MR. NOWAK: No further questions, Your</p> <p>17 Honor.</p> <p>18 THE COURT: All right, Mr. Alcarese.</p> <p>19 MR. ALCARESE: Thank you, Your Honor.</p> <p>20 CROSS EXAMINATION</p> <p>21 BY MR. ALCARESE:</p> <p>22 Q. I'll be brief. Mr. LaBrie, do you have a</p> <p>23 different, not do you, but is there a difficulty in</p> <p>24 communicating with Ms. LaBrie?</p> <p>25 A. Yes.</p>	<p style="text-align: right;">152</p> <p>1 they have had three different schools in two months. So</p> <p>2 it's been difficult for them, but we do the best we can.</p> <p>3 Q. Hypothetically speaking, if the Court is to rule</p> <p>4 that the girls will stay up in New Hampshire, is the</p> <p>5 intention for them to continue at Sunapee?</p> <p>6 A. Yes, it is.</p> <p>7 Q. So, looking ahead, there would be stability in</p> <p>8 their education?</p> <p>9 A. Yes.</p> <p>10 Q. Have they become acclimated to the school in</p> <p>11 Sunapee?</p> <p>12 A. They love it, yes.</p> <p>13 Q. Have they made friends in New Hampshire?</p> <p>14 A. Yes, they even had a sleep over.</p> <p>15 Q. And you had already testified to some of the</p> <p>16 activities that they have been enjoying?</p> <p>17 A. Correct.</p> <p>18 Q. Was Ms. LaBrie ever, prior to moving, was Ms.</p> <p>19 LaBrie thoroughly involved in any educational decisions?</p> <p>20 A. There were a lot of times that I tried to</p> <p>21 communicate with her and repeatedly not getting, having</p> <p>22 to repeatedly ask the same questions again, getting</p> <p>23 answers without any reasoning such as has been in the</p> <p>24 e-mails here just that I'm against it without giving any</p> <p>25 way of discussing with her why she's against it. So,</p>
<p style="text-align: right;">151</p> <p>1 Q. And was it your intention to enroll your</p> <p>2 daughters in the virtual learning program so that they</p> <p>3 can, they could continue in the Baltimore County public</p> <p>4 school system?</p> <p>5 A. Yes.</p> <p>6 Q. Were you aware that your daughters were going to</p> <p>7 go to school at the Baltimore County public school</p> <p>8 system yesterday and today?</p> <p>9 A. I would propose that they could to Ms. LaBrie.</p> <p>10 Q. So that was your idea?</p> <p>11 A. I was (inaudible) yes.</p> <p>12 Q. How have Anya and Isa adjusted to things in New</p> <p>13 Hampshire? How have they adjusted to the move in New</p> <p>14 Hampshire?</p> <p>15 A. They love it. I mean, it was their, they were</p> <p>16 asking for it even before I got the job.</p> <p>17 Q. How did they do with the adjustment to school,</p> <p>18 considering they were in three or four different schools</p> <p>19 in a matter of two months?</p> <p>20 A. It's been very difficult for all three of us to</p> <p>21 keep the continuity as provided by the court order when</p> <p>22 it has been disrupted. So it has been very difficult</p> <p>23 but we roll with the punches.</p> <p>24 Q. What do you mean by the disruption?</p> <p>25 A. So they had, because of Ms. LaBrie's actions,</p>	<p style="text-align: right;">153</p> <p>1 yes, it's been very difficult, especially with one</p> <p>2 e-mail a week restriction.</p> <p>3 Q. And I believe on one of the pictures was the</p> <p>4 girls on the plane. Were they on the plane alone?</p> <p>5 A. Yes, they go down and back alone.</p> <p>6 Q. Are they comfortable flying alone?</p> <p>7 A. Yes, they are.</p> <p>8 Q. Are you comfortable with them flying alone?</p> <p>9 A. Yes, I am. I am able to stay with them right at</p> <p>10 the gate in Sunapee, that's the Manchester airport</p> <p>11 allows me to go right to the gate as they board the</p> <p>12 plain.</p> <p>13 Q. And have you had concerns that Ms. LaBrie will</p> <p>14 not return the girls to you ever since the move to New</p> <p>15 Hampshire?</p> <p>16 A. Yes.</p> <p>17 MR. NOWAK: Objection, speculative.</p> <p>18 THE COURT: It's whether he has present</p> <p>19 concerns; whether they are valid could be completely</p> <p>20 based on speculation, but whether he is he has concerns,</p> <p>21 overruled. It really doesn't --</p> <p>22 MR. ALCARESE: Let me rephrase the question</p> <p>23 Your Honor.</p> <p>24 THE COURT: You may.</p> <p>25 Q. Since moving to New Hampshire through the present</p>

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1 time, have there been concerns that Ms. LaBrie would not  
 2 return the children?  
 3 A. The children have had concerns.  
 4 MR. NOWAK: Objection.  
 5 THE COURT: Sustained. Let me point out,  
 6 Mr. Alcarese, this is an after Mr. LaBrie moved the  
 7 girls to New Hampshire. So the idea that they wouldn't  
 8 return may be, seem to be directly responsive to the  
 9 that. Continue.  
 10 MR. ALCARESE: I have no further questions.  
 11 THE COURT: All right. Thank you. Any  
 12 redirect?  
 13 MS. BELL: Yes, Your Honor.  
 14 THE COURT: Please be focused as much as you  
 15 can.  
 16 REDIRECT EXAMINATION  
 17 BY MS. BELL:  
 18 Q. While still in Maryland, what if any problems did  
 19 you have with Ms. LaBrie with regard to homework?  
 20 MR. NOWAK: Objection, this is exactly the  
 21 issue we had.  
 22 THE COURT: What's the time frame that this  
 23 is applicable to?  
 24 Q. As per the order, any problems?  
 25 A. Yes.

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1 Q. What problems did you have?  
 2 A. Now, so because it was the beginning of the week  
 3 I would work with the girls to decide which homework  
 4 they would do before she got them (inaudible). What  
 5 would need to be done under her care. And so I would  
 6 inform her of that and ask her to be responsible to make  
 7 sure that that works out and she would object. She  
 8 wouldn't coordinate with me.  
 9 Q. And was the homework accomplished during her  
 10 time?  
 11 A. Many were not.  
 12 Q. And how often did that occur?  
 13 A. I believe it was one or two assignments every  
 14 week.  
 15 Q. (Inaudible question)?  
 16 A. Primarily with Isa, she has more issues with  
 17 organization skills.  
 18 Q. If the Court were to place the girls in your care  
 19 in New Hampshire, what schedule do you believe going  
 20 forward would be appropriate and fair?  
 21 A. I have begun to develop a positive relationship  
 22 with their mother. I have been working for that change  
 23 with multiple therapists and returning to get that, been  
 24 trying to get parenting coordinator to do that. So, I  
 25 want a good relationship with, between them. So, I am

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1 also, I also believe that we need to keep the transfers  
 2 to a minimum, reduce (inaudible). They obviously need  
 3 to be in New Hampshire for all the school days and also  
 4 to make sure that they can have some, during the school  
 5 year, have consistency for their extra curriculums so  
 6 that they can go to dances, camp out s, whatever, so  
 7 some flexibility as well with Ms. LaBrie for trading off  
 8 weekends, if necessary, but overall I am proposing one  
 9 weekend every three weeks during the school year and two  
 10 weeks vacation time with me during the summer.  
 11 Q. And how about for times for, assuming the Sunapee  
 12 has a winter and spring break?  
 13 A. So, I imagine there will be the spring and winter  
 14 breaks to make up time for her. If they have a school  
 15 dance or activity or skiing or whatever that we could  
 16 trade days and make up days and the breaks. I also  
 17 think proposing, also proposing that we he reduce during  
 18 the winter break, instead of having three holidays,  
 19 Christmas, New Year's Eve and New Year's, I think  
 20 traveling back and forth three times in a week between  
 21 New Hampshire and Maryland is excessive, so reducing  
 22 that to two holiday periods.  
 23 Q. I'm sorry for interrupting. You mean because  
 24 there is a slot for Christmas Eve, Christmas Day, New  
 25 Year's Eve?

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1 A. Well, Christmas Day, New Year's Eve, New Year's  
 2 Day, correct.  
 3 Q. And who should bear the burden of the expense?  
 4 A. I agree to take the majority of the burden of the  
 5 expense.  
 6 Q. Prior to May of 2021, has Ms. LaBrie late at  
 7 getting the girls to any of their extra curriculums?  
 8 A. Yes, because Anastasia and Anya had leadership  
 9 position, she couldn't start to get them on time which  
 10 created problems for the troop and was not teaching  
 11 responsibility for getting them on time, starting on  
 12 time and ability. So it was very disruptive. If it  
 13 hadn't been for the special condition that she finds  
 14 herself in, another scout would have probably taken over  
 15 the leadership position because we have to be reliable  
 16 on time.  
 17 Q. Was there, the girls had a plan to ensure their  
 18 return to Maryland, did she use it with them or did she  
 19 violate, use her own plan?  
 20 A. They created their own plan. The girls created  
 21 their own plan.  
 22 Q. Did you ever berate -- well, strike that. Why  
 23 haven't you engaged a new therapist and pedestrian?  
 24 A. (Inaudible)  
 25 Q. So it would be your intention to seek that

<p style="text-align: right;">158</p> <p>1 information after the termination and rule favorably in  2 New Hampshire?  3 A. Correct.  4 Q. You indicated on cross that you were monitoring  5 opening in other areas locally. (Inaudible question)  6 A. In my field there are very few web sites to do  7 that. There is (inaudible). There's Linked In so I was  8 filing them on a weekly.  9 Q. And for what period of time?  10 A. I mean, I have always been looking for  11 opportunities to improve and my family is bright, since  12 before we moved, so that's how I found the job that  13 moved us to Maryland.  14 Q. You indicated you asked for a raise; why didn't  15 you receive a raise at Johns Hopkins?  16 A. They just, it wasn't in their budget to provide  17 any increase. They have been eliminating engineers  18 instead of raising or increasing engineers. We have  19 lost, we lost one engineer who wasn't even replaced. So  20 the chance of it being at Hopkins were questionable as  21 well.  22 Q. You indicated on cross that they should not be  23 moving after your August 23rd e-mail might be a surprise  24 to them, to Ms. LaBrie. Did you not indicate in your  25 August 23rd e-mail that it was your intention to revoke</p>	<p style="text-align: right;">160</p> <p>1 RECROSS EXAMINATION  2 BY MR. NOWAK:  3 Q. Related to activities now, the one occasion Ms.  4 LaBrie's car had broken down, right?  5 A. I can't testify as to what her car was doing.  6 Q. She e-mailed you that she was having car problems  7 and would be late?  8 A. Maybe there was problems, I don't know.  9 Q. You demanded a repair order from her, right?  10 A. (Inaudible.)  11 Q. You set the times for the scouting activities  12 because you are the scout leader, right?  13 A. It was the same time every week.  14 Q. You changed locations, didn't you?  15 A. We had a time that we were virtual, we had a time  16 we had that we had to relocate. There were other  17 programs at Shalom. Yes.  18 Q. So when you want the children to have extra  19 flexibility for their extra curriculums, you mean the  20 new court order, the extra curriculums in Maryland,  21 right?  22 A. Repeat the question.  23 Q. The children had all their extracurricular  24 activities are in Maryland until October. It wasn't  25 until October that you started new activities. So you</p>
<p style="text-align: right;">159</p> <p>1 that?  2 A. Um-hum. Yes.  3 Q. Did you believe after telling her that that you  4 needed to testify that you were selling your house?  5 A. Kind of makes sense.  6 Q. And to clarify, you had possibly testified  7 differently, what day did you take the girls to  8 breakfast? Was it the same day?  9 A. (Inaudible).  10 Q. And you indicated that you are renting and you  11 haven't, why didn't you purchase?  12 A. The housing situation is even worse there than it  13 is here. It's a seller's market. I offered 80 thousand  14 more than the listing price and I did not get that. The  15 places have been going for 80 thousand or more. There's  16 not a whole lot. The option is there. I need the money  17 that I sold my house for a down payment on a new place.  18 So --  19 Q. And are the girls happy in the rental?  20 A. Oh, they enjoy it, yeah. It's beautiful. And  21 the price is fantastic, so --  22 MS. BELL: I have no further questions, Your  23 Honor.  24 THE COURT: All right. Any recross?  25 MR. NOWAK: Briefly, Your Honor.</p>	<p style="text-align: right;">161</p> <p>1 are not proposing that there be exceptions to Ms.  2 LaBrie's access based on the New Hampshire activities,  3 are you?  4 A. Ms. LaBrie can have anything in New Hampshire she  5 wants to.  6 Q. That's not realistic, is it?  7 A. Is your question realistic.  8 THE COURT: Just try and answer the  9 question, Mr. LaBrie.  10 THE WITNESS: No, there's no restrictions of  11 her visiting and participating virtually.  12 Q. You don't think you and Ms. LaBrie could really  13 be flexible with that time or accommodating schedules.  14 You need an order that's air tight, right? Everyone  15 knows what they are supposed to be doing, right?  16 A. I would hope you would have flexibility. I don't  17 know why not.  18 Q. Because of the fact that you entered into a  19 contract with Ms. LaBrie and you want to modify it?  20 MS. BELL: Objection, argumentative.  21 THE COURT: It's cross examination. Next  22 scoring a lot of points, but go ahead. Overruled.  23 Q. Sunapee school district you are proposing Ms.  24 LaBrie have quality time, right? Sunapee has 2021-2022  25 school year calendar and they have a holiday break in</p>

<p style="text-align: right;">162</p> <p>1 December around Christmas, correct?</p> <p>2 A. Yes.</p> <p>3 Q. They have a winter break-in February, the end of</p> <p>4 February, February 29 through 27, correct?</p> <p>5 A. Correct.</p> <p>6 Q. And they have three day holidays, three day</p> <p>7 weekends, excuse me, is that right?</p> <p>8 A. I don't know.</p> <p>9 Q. There is spring break from April, 2022, April</p> <p>10 23rd through April or May 1st, actually, correct?</p> <p>11 A. I don't have the schedule here.</p> <p>12 Q. Will you look at the school calendar when</p> <p>13 proposing Ms. LaBrie's potential access period?</p> <p>14 A. I don't have the dates when she should have them.</p> <p>15 Q. Have you looked at the Baltimore County public</p> <p>16 school calendar for potential holidays or three day</p> <p>17 weekends where you could have the children were they to</p> <p>18 remain in their school, actually looked at it.</p> <p>19 A. I have seen the schedule, yes.</p> <p>20 Q. Have you considered that schedule?</p> <p>21 A. Considered what, the exact days she should have</p> <p>22 them in Sunapee.</p> <p>23 Q. That the children were there in Maryland during</p> <p>24 the school year when you would want access to them?</p> <p>25 A. I think that is the Court makes the decision.</p>	<p style="text-align: right;">164</p> <p>1 MR. NOWAK: Yes.</p> <p>2 THE COURT: Okay. What other witnesses do</p> <p>3 you have besides Ms. LaBrie?</p> <p>4 MR. NOWAK: Today, just Ms. LaBrie.</p> <p>5 THE COURT: Well, it's now quarter of one.</p> <p>6 I am sorry, Ms. Bell.</p> <p>7 MS. BELL: I am just going to say we keep</p> <p>8 coming back to this, it's my understanding we just not</p> <p>9 proceed on that.</p> <p>10 THE COURT: All of it relates to Mr.</p> <p>11 LaBrie's move to New Hampshire. That's the direction</p> <p>12 now for his request to modify custody and visitation and</p> <p>13 that's the basis for Ms. LaBrie's petition for contempt</p> <p>14 and motion for immediate and appropriate relief,</p> <p>15 correct?</p> <p>16 MS. BELL: Yes. There are other issues in</p> <p>17 the complaint that I would address. -</p> <p>18 THE COURT: If there were, I didn't see</p> <p>19 them.</p> <p>20 MS. BELL: Respectfully, there is the</p> <p>21 monetary issue.</p> <p>22 THE COURT: Well, hold on, hold on, I am</p> <p>23 looking at paragraph number seven on page two, benefit,</p> <p>24 denied benefit, court ordered custodial time among other</p> <p>25 blatant and notorious violations of the court orders.</p>
<p style="text-align: right;">163</p> <p>1 Q. You don't know, you will leave it to the Court?</p> <p>2 A. I believe the schedule day by day (inaudible).</p> <p>3 MR. NOWAK: No further questions, Your</p> <p>4 Honor.</p> <p>5 THE COURT: All right. Thank you very much,</p> <p>6 Mr. LaBrie, you can step down.</p> <p>7 Ms. Bell, do you have any other evidence you</p> <p>8 intend to support this aspect of the custody,</p> <p>9 visitation, modification?</p> <p>10 MS. BELL: Your Honor, respectfully, I would</p> <p>11 call Ms. LaBrie, I think, as long as the Court would</p> <p>12 allow me. To the extent it's beyond the scope of direct</p> <p>13 or cross, I would be happy to defer and direct in my</p> <p>14 case and have the latitude, if necessary.</p> <p>15 MR. NOWAK: I would ask Ms. LaBrie be</p> <p>16 questioned on direct (inaudible).</p> <p>17 MS. BELL: I wouldn't call it direct. I</p> <p>18 would allow Mr. Nowak to examine and during my cross, if</p> <p>19 there is nothing additional, inaudible.</p> <p>20 THE COURT: I would have a problem with that</p> <p>21 do you intend to call Ms. LaBrie in your case?</p> <p>22 MR. NOWAK: In my case, yes. And --</p> <p>23 THE COURT: The custody insofar as it</p> <p>24 relates to the modification insofar as it relates to</p> <p>25 custody and visitation.</p>	<p style="text-align: right;">165</p> <p>1 And then there is a recitation of all the facts and it</p> <p>2 does on page nine relate to support payments. And let's</p> <p>3 see, there is a whole lot of relief sought on page 12.</p> <p>4 Okay, A through E all relate to custody and visitation.</p> <p>5 F, G, H are all financial issues. So other than custody</p> <p>6 and visitation, I don't see. All right, is there</p> <p>7 anything you wanted to say?</p> <p>8 MS. BELL: No, Your Honor.</p> <p>9 THE COURT: All right. It's now quarter of</p> <p>10 one. Are the parties available to continue this</p> <p>11 afternoon? Yes, okay. Mr. Alcarese?</p> <p>12 MR. ALCARESE: Allow me to check I'm pretty</p> <p>13 sure I can.</p> <p>14 THE COURT: If so, we'll take a break for</p> <p>15 lunch, we'll come back and we'll pick up with</p> <p>16 Mr. Nowak's case and make a decision on this issue</p> <p>17 today. All right?</p> <p>18 Mr. Alcarese, do you intend to introduce any</p> <p>19 evidence, other than through the witnesses.</p> <p>20 MR. ALCARESE: Not at this time. I guess if</p> <p>21 I came back and needed to have the girls testify, but I</p> <p>22 don't think that will be necessary and if it was, it</p> <p>23 would be questions about school.</p> <p>24 THE COURT: Okay. Very good. Why don't we</p> <p>25 resume at quarter of two , that's less than an hour.</p>

<p>166</p> <p>1 THE COURT: We'll go off the record at this</p> <p>2 time.</p> <p>3 (A recess was taken for the noon hour.)</p> <p>4 THE COURT: And we are back on the record in</p> <p>5 the case of LaBrie versus LaBrie. Parties and counsel</p> <p>6 are present and are at the trial tables. All right.</p> <p>7 Mr. Nowak.</p> <p>8 MR. NOWAK: Call Ms. LaBrie.</p> <p>9 AURELIA LABRIE,</p> <p>10 a witness of lawful age, being produced on her own</p> <p>11 behalf, having been first duly sworn in accordance with</p> <p>12 law, was examined and testified as follows:</p> <p>13 THE CLERK: Please be seated. State your</p> <p>14 full name and smell.</p> <p>15 THE WITNESS: Aurelia LaBrie, A U R E L I A,</p> <p>16 L A cap B R I E.</p> <p>17 THE COURT: Ms. LaBrie, I understand, you</p> <p>18 understand English fairly well, you just like to have</p> <p>19 the interpreter as a back up for any technical terms.</p> <p>20 Yes. Trying to move contemporaneously, so when there is</p> <p>21 a question asked, you could follow it up without waiting</p> <p>22 for interpretation. Is that all right with you?</p> <p>23 THE WITNESS: Yes.</p> <p>24 THE COURT: Okay. Very good.</p> <p>25 (Interpreter translating.)</p>	<p>168</p> <p>1 both. Mr. Nowak.</p> <p>2 Q. Is it important for you to have access to the</p> <p>3 children at least once a week?</p> <p>4 A. Yes.</p> <p>5 Q. And you have a stretch of time every other</p> <p>6 Thursday Friday and Sunday over?</p> <p>7 A. Yes.</p> <p>8 Q. Right. And since October 18, 2021, when</p> <p>9 Mr. LaBrie took the children out of state, do you know</p> <p>10 how many days you have maced when you were supposed to</p> <p>11 have scheduled?</p> <p>12 A. I am not counting.</p> <p>13 Q. So on October 21 of 2021, you were supposed to</p> <p>14 have the children on Thursday to Friday morning. Did</p> <p>15 you have your children?</p> <p>16 A. No.</p> <p>17 Q. Now, Mr. LaBrie says that you couldn't take</p> <p>18 custody, part of the agreement is that you would be</p> <p>19 picking up the children, is that right?</p> <p>20 A. Yes.</p> <p>21 Q. Were you able to pick up the children from New</p> <p>22 Hampshire?</p> <p>23 A. Yes.</p> <p>24 Q. From New Hampshire?</p> <p>25 A. No, from New Hampshire, no.</p>
<p>167</p> <p>1 THE COURT: All right. Mr. Nowak.</p> <p>2 MR. NOWAK: Thank you, Your Honor.</p> <p>3 DIRECT EXAMINATION</p> <p>4 BY MR. NOWAK:</p> <p>5 Q. Ms. LaBrie, you entered into a consent order, May</p> <p>6 14, 2021 with Mr. LaBrie agreeing to custody of your</p> <p>7 children, right?</p> <p>8 A. Yes.</p> <p>9 Q. As part of that agreement, you are to have of</p> <p>10 Thursday during the school year, right?</p> <p>11 A. Yes.</p> <p>12 Q. And have there been times when Mr. LaBrie has not</p> <p>13 allowed you to have the children on Thursdays?</p> <p>14 A. Yes.</p> <p>15 THE COURT: Let me interrupt for a second.</p> <p>16 So as not to make this tougher than it has to be, Ms.</p> <p>17 LaBrie, if at any time you are asked a question and need</p> <p>18 interpretation of it, please stop and ask the</p> <p>19 interpreter. But unless that's so, we'll assume that</p> <p>20 you have understood the question and could just proceed</p> <p>21 without the interpretation. So I would ask the</p> <p>22 interpreter to hold off unless you ask for</p> <p>23 interpretation. Is that acceptable to you, Ms. LaBrie?</p> <p>24 THE WITNESS: Yes.</p> <p>25 THE COURT: Okay. Very good. Thank you</p>	<p>169</p> <p>1 Q. Is that where the children were?</p> <p>2 (Interpreter translated for Ms. LaBrie.)</p> <p>3 A. Yes.</p> <p>4 Q. And the following weekend, you were to have</p> <p>5 Thursday and then the weekend would have been your</p> <p>6 period, right, so October 28th through November one, is</p> <p>7 that right?</p> <p>8 A. Yes.</p> <p>9 Q. And did you have the children that weekend, did</p> <p>10 Mr. LaBrie bring them down that weekend?</p> <p>11 A. What was the date?</p> <p>12 Q. October 28 to November one?</p> <p>13 A. To November first, yes.</p> <p>14 Q. Now, what arrangements did Mr. LaBrie require of</p> <p>15 you though let you see the children on your time?</p> <p>16 A. I have to pick the children up from the airport</p> <p>17 and return on second November and get signature from the</p> <p>18 accident, which accident to continue I have to</p> <p>19 (inaudible) children.</p> <p>20 Q. He made you sign an agreement that you would</p> <p>21 return the children?</p> <p>22 A. Yes.</p> <p>23 Q. And in this custody order, is there a requirement</p> <p>24 that you sign any agreements on when you would return</p> <p>25 the children?</p>



<p style="text-align: right;">170</p> <p>1 A. Yes.</p> <p>2 Q. In the custody order?</p> <p>3 A. In custody order is not.</p> <p>4 Q. Okay. So this is something Mr. LaBrie insisted</p> <p>5 upon?</p> <p>6 A. Yes.</p> <p>7 Q. And when you got the children that weekend, were</p> <p>8 they aware of their return time to the airport?</p> <p>9 A. Yes, they bring to my house my children. We</p> <p>10 spend four days with them. But when they come back, the</p> <p>11 children are very very intimidated and it's (inaudible)</p> <p>12 and they are complain to me that, Mama, I want to be</p> <p>13 here because -- (Inaudible)</p> <p>14 MS. BELL: Objection.</p> <p>15 THE COURT: Overruled. I heard a lot of</p> <p>16 this on the other side and it goes to their state of</p> <p>17 mind.</p> <p>18 A. And Anya said Mama, I love you so much but this</p> <p>19 situation is (inaudible), because she cry and she hugged</p> <p>20 me and she said, no, Mama I'm very (inaudible) my</p> <p>21 situation is no money for college. I said Anya --</p> <p>22 THE COURT: No, next question.</p> <p>23 Q. So during that weekend when you were returning</p> <p>24 the children, when it came time to return them to the</p> <p>25 airport, was there any issue with the children in regard</p>	<p style="text-align: right;">172</p> <p>1 in time.</p> <p>2 Q. I understand that, but did you learn that there</p> <p>3 was a plan in place if they had not been returned, what</p> <p>4 happen?</p> <p>5 (Interpreter translates.</p> <p>6 A. No.</p> <p>7 Q. Did you hear the testimony that the children had</p> <p>8 a plan to call someone if you didn't take them to the</p> <p>9 airport?</p> <p>10 A. Anya, yes, Anya stopped and talked to friends of</p> <p>11 my sister, she said mama, if you are not (inaudible) to</p> <p>12 bring to the airport. And I said, no, I will bring, I</p> <p>13 will bring, I miss you both.</p> <p>14 Q. Did you ask Mr. LaBrie why he had a plan for the</p> <p>15 children to be returned by third parties to the airport</p> <p>16 when you had custody?</p> <p>17 (Interpreter translates.)</p> <p>18 MS. BELL: Could I object to leeway, Your</p> <p>19 Honor.</p> <p>20 THE COURT: I am going to allow some leeway</p> <p>21 given the language difference.</p> <p>22 A. I would not agree to it. I said before to</p> <p>23 continue, this is their school and I stick to court</p> <p>24 order. And I returned the children because next month,</p> <p>25 my ex-husband has to have the children. And I was</p>
<p style="text-align: right;">171</p> <p>1 to them going to the airport?</p> <p>2 (Interpreter translates.)</p> <p>3 A. Was not problem for returning children. It was</p> <p>4 some problems with, for me there was obtaining from this</p> <p>5 school in Franklin and in the magnet school and the</p> <p>6 school announced many times their actions to this Court</p> <p>7 (unintelligible.) I was very, very worried about their</p> <p>8 grades, their actions, and I spoke with the children</p> <p>9 said if you stay here and to continue to the school</p> <p>10 here, because I (inaudible). It is very difficult now.</p> <p>11 They said, no, that they have money for tickets and they</p> <p>12 said to come back today. And I said, okay, and I wanted</p> <p>13 to show to the children (inaudible) that he's good money</p> <p>14 for tickets. (Inaudible)</p> <p>15 THE COURT: Thank you.</p> <p>16 Q. Did you observe any anxiety observing the</p> <p>17 children returning to the airport or not returning to</p> <p>18 the airport?</p> <p>19 A. No, don't fret now. (Inaudible) any time they</p> <p>20 say, Mom, it's very big difference and I miss you so</p> <p>21 much.</p> <p>22 Q. Did there come a time when you learned that there</p> <p>23 was a plan that if the children were not returned to the</p> <p>24 airport, someone would pick them up.</p> <p>25 A. I did get them in time. The children get there</p>	<p style="text-align: right;">173</p> <p>1 afraid to not stay with order.</p> <p>2 Q. November four would have been the next Thursday</p> <p>3 that would have been your access time that you didn't</p> <p>4 have the children, right?</p> <p>5 (Interpreter translates.)</p> <p>6 A. No.</p> <p>7 Q. You did not have the children?</p> <p>8 A. No.</p> <p>9 Q. And then the next weekend would have been</p> <p>10 November 11, that would have been the Thursday through</p> <p>11 into Monday November 15, you didn't have the children</p> <p>12 for that --</p> <p>13 A. No.</p> <p>14 Q. -- period, did you?</p> <p>15 A. No.</p> <p>16 Q. Did Mr. LaBrie tell you why he didn't bring the</p> <p>17 children to you?</p> <p>18 A. I don't remember because in next he wrote me, if</p> <p>19 you want to see the children, you have to pay one</p> <p>20 ticket.</p> <p>21 Q. So he was asking you to pay for the ticket to see</p> <p>22 the children on your custodial time?</p> <p>23 A. Yes.</p> <p>24 Q. All right. And were you able to do that?</p> <p>25 A. I not (unintelligible).</p>

<p style="text-align: right;">174</p> <p>1 Q. And the next Thursday would have been November</p> <p>2 18th. You didn't have the children on that Thursday,</p> <p>3 did you?</p> <p>4 A. Yes.</p> <p>5 Q. You did not have them?</p> <p>6 A. No.</p> <p>7 Q. And the next Thursday was Thanksgiving, correct?</p> <p>8 A. He said he bring, send me the children on Friday</p> <p>9 evening.</p> <p>10 Q. Friday?</p> <p>11 A. Friday morning was flight and I have to arrange</p> <p>12 my job to get the children from my airport and also on</p> <p>13 Sunday evening, I have to arrange my job a different way</p> <p>14 and he couldn't wait to get the children.</p> <p>15 Q. And you returned them, let me just double check</p> <p>16 what day of the week that is, November 28th is a Sunday,</p> <p>17 right?</p> <p>18 A. Yes.</p> <p>19 Q. Even though you --</p> <p>20 A. Sunday.</p> <p>21 Q. -- typically had Sunday overnights?</p> <p>22 A. Sunday evening.</p> <p>23 Q. So the next Thursday was Thanksgiving. So, Mr.</p> <p>24 LaBrie was supposed to have the Thursday because of the</p> <p>25 holiday schedule?</p>	<p style="text-align: right;">176</p> <p>1 Monday, right?</p> <p>2 A. Yes.</p> <p>3 Q. And you had them overnight last night, is that</p> <p>4 right?</p> <p>5 A. Yes.</p> <p>6 Q. Now, Mr. LaBrie had stated that he thought it was</p> <p>7 complying with court order if you had 30 percent of the</p> <p>8 school overnights and he had 70 percent. Is that your</p> <p>9 way of thinking about what's in the best interests of</p> <p>10 the children?</p> <p>11 A. No.</p> <p>12 Q. Do you think that the existing schedule at least</p> <p>13 was in the business best interests?</p> <p>14 A. No. I not think they exist.</p> <p>15 Q. The existing schedule, Thursdays and every other</p> <p>16 weekend?</p> <p>17 A. Yes.</p> <p>18 Q. That you agreed to in May of 2021, right?</p> <p>19 A. Yes.</p> <p>20 Q. All right. Mr. LaBrie hasn't paid child support</p> <p>21 since May of 2021 either, right?</p> <p>22 A. Yes.</p> <p>23 Q. And the alimony payments end in January of 2022?</p> <p>24 A. Alimony, yes, finish in 2022.</p> <p>25 Q. Mr. LaBrie stated one of the reasons he was</p>
<p style="text-align: right;">175</p> <p>1 A. Yes, it was his turn.</p> <p>2 Q. In the May consent order there isn't a holiday</p> <p>3 scheduled. There is a holiday schedule that's</p> <p>4 referenced in the marital settlement agreement the</p> <p>5 consent order of 2016 and the judgement of absolute</p> <p>6 divorce. You'd to go back to find that the holiday</p> <p>7 schedule?</p> <p>8 A. Yes.</p> <p>9 Q. So the next Thursday would be December second,</p> <p>10 2021. You didn't have the children December second?</p> <p>11 A. No.</p> <p>12 Q. And then the next Thursday would have been this</p> <p>13 past Thursday on December nine, you didn't have the</p> <p>14 children on Thursday, right?</p> <p>15 A. No.</p> <p>16 Q. And then you heard Mr. LaBrie testify he brought</p> <p>17 the children, I believe, at 12:30 in the morning on</p> <p>18 Saturday morning?</p> <p>19 A. Saturday, yes.</p> <p>20 Q. Saturday?</p> <p>21 A. They come back on, one AM, Sunday.</p> <p>22 Q. So you didn't have your Thursday overnight or</p> <p>23 your Friday overnight?</p> <p>24 A. No.</p> <p>25 Q. And then you had the children yesterday was</p>	<p style="text-align: right;">177</p> <p>1 moving to New Hampshire was because of your financial</p> <p>2 situation. I believe he testified you only were working</p> <p>3 15 hours a week. Do you recall ever saying that?</p> <p>4 A. Not agree because it is not true. But Your Honor</p> <p>5 to explain that he used in my relationship (inaudible).</p> <p>6 And I was some not work because (inaudible) takes from</p> <p>7 me. But 2018, 2019, and right now sometimes I am</p> <p>8 working the lunch hours and I could demonstrate could</p> <p>9 make 75 hours, 82 hours in two weeks.</p> <p>10 THE COURT: In two weeks.</p> <p>11 THE WITNESS: Yes.</p> <p>12 THE COURT: Remind me where do you work?</p> <p>13 THE WITNESS: I work home care provider with</p> <p>14 disability old people.</p> <p>15 THE COURT: Okay.</p> <p>16 THE WITNESS: And they ask for me to work</p> <p>17 and this is helping because I am speaking Russia and</p> <p>18 Rumanian.</p> <p>19 THE COURT: Um-hum. (Indicating</p> <p>20 affirmatively.)</p> <p>21 THE WITNESS: And I like working with old</p> <p>22 people.</p> <p>23 BY MR. NOWAK:</p> <p>24 Q. And as you are working, you have to drive to</p> <p>25 people's residences, right?</p>

<p style="text-align: right;">178</p> <p>1 A. Yes.</p> <p>2 Q. Are you paid for that time?</p> <p>3 A. No, no, not paying.</p> <p>4 Q. All right. So in the consent order, Mr. LaBrie</p> <p>5 agreed that the children would remain in their middle</p> <p>6 schools and at the end of the spring of 2021, were the</p> <p>7 children in-person school?</p> <p>8 A. Yes.</p> <p>9 Q. Do you recall when they began in person schooling</p> <p>10 in the spring of 2021?</p> <p>11 A. Yes. They were in the session.</p> <p>12 Q. Right.</p> <p>13 A. Spring time.</p> <p>14 Q. Spring time?</p> <p>15 A. Yes.</p> <p>16 Q. March of 2021?</p> <p>17 A. Yes, yes.</p> <p>18 Q. All right. Was there ever any concern about the</p> <p>19 children having mental health issues and in in-person</p> <p>20 learning in the spring of 2021?</p> <p>21 A. Yes. Mr. LaBrie send me some e-mails because he</p> <p>22 wanted to put children in program not in-person but</p> <p>23 online because (inaudible) decided was good choice to</p> <p>24 find it online, in-person. And inaudible) and then A</p> <p>25 and B, and Mr. LaBrie wrote me an e-mail that I would</p>	<p style="text-align: right;">180</p> <p>1 MS. BELL: I object to that.</p> <p>2 A. Because in Russia now they have very (inaudible)</p> <p>3 and they do not and this is my situation with the State</p> <p>4 (inaudible) and I said and this is my situation that I'm</p> <p>5 excited because I feel to fly a thousand dollars is</p> <p>6 ridiculous.</p> <p>7 THE COURT: Okay. I think you have answered</p> <p>8 the question. Try to get in another question. Thank</p> <p>9 you.</p> <p>10 Q. So prior to Mr. LaBrie getting the letter from</p> <p>11 the therapist, was there any indication that the</p> <p>12 children's mental health would prevent them from being</p> <p>13 in in-person learning?</p> <p>14 A. No.</p> <p>15 Q. Okay. So you did not talk to the therapist</p> <p>16 before they wrote those letters, correct?</p> <p>17 A. No, no.</p> <p>18 Q. Now, the communication with you and Mr. LaBrie is</p> <p>19 pretty bad, correct?</p> <p>20 A. Yes.</p> <p>21 Q. Okay. I'm going to, do you primarily communicate</p> <p>22 by e-mail?</p> <p>23 A. Yes.</p> <p>24 Q. And the one week an e-mail provision that</p> <p>25 generally, one week e-mail once per week, did that cause</p>
<p style="text-align: right;">179</p> <p>1 put the children in the (inaudible) course and because</p> <p>2 the children share with me that it was very hard for the</p> <p>3 children to stay always in house. It was very stressful</p> <p>4 for them because I know it's very hard for children.</p> <p>5 They want to meet with friends, with teacher, and I did</p> <p>6 not agree, I want the children to go to school in-person</p> <p>7 and was really hard to make Mr. LaBrie question it,</p> <p>8 because he, any time she want, (inaudible) it was very</p> <p>9 hard.</p> <p>10 Q. And as part Mr. LaBrie deciding anything he</p> <p>11 wants, did there come a time that you learned that there</p> <p>12 was a therapist recommendation that the children attend</p> <p>13 virtual schooling?</p> <p>14 (Interpreter translated.)</p> <p>15 A. No. I didn't have, it's very, I am not</p> <p>16 instinctive for me. I am not instinctive for me because</p> <p>17 they the therapist wrote and not inform me first and the</p> <p>18 idea (inaudible) anytime my ex-husband wants. I wanted</p> <p>19 the therapist to work with both parents, to share with</p> <p>20 the guardians of the children was being equalized but</p> <p>21 when I ask the therapist, Isabella's therapist, I ask</p> <p>22 the question about Mr. LaBrie starting to take the</p> <p>23 children and to not fly in Rumania and the children have</p> <p>24 trauma because I have to convince them to fly in</p> <p>25 Rumanian and they (inaudible).</p>	<p style="text-align: right;">181</p> <p>1 problems between you and Larry communicating?</p> <p>2 A. Yes. Is really hard. Yes. Before the consent</p> <p>3 order, many times he send me e-mails, e-mails and blab</p> <p>4 about me about everything to create excitement. And</p> <p>5 this is a school. This is not good. This is the</p> <p>6 homework, and this is this. I ask Mr. LaBrie, please,</p> <p>7 not complain about me, not complain about.</p> <p>8 Q. I remember that and that's why we restricted it</p> <p>9 to one time a week.</p> <p>10 A. Yes, yes, yes, yes.</p> <p>11 Q. Okay.</p> <p>12 A. And he want to e-mail, he put (inaudible), when I</p> <p>13 look at this and I look at this same e-mails, there is</p> <p>14 not and I said to Mr. LaBrie, you have lots and lots and</p> <p>15 lots, but not me because I don't, I am not, my life is</p> <p>16 very different, very different. And I don't have time</p> <p>17 to all of them. I work and it's really, it's really</p> <p>18 hard for me.</p> <p>19 Q. I have marked Defendant's Two, October 25, 2021,</p> <p>20 are e-mails, starting October 18, 2021 your response,</p> <p>21 take a look at this and just let me know, this is the</p> <p>22 e-mail, this is the actual e-mail? You recognize this</p> <p>23 e-mail?</p> <p>24 A. Yes.</p> <p>25 Q. Start on the second page, see there, October 18,</p>

<p style="text-align: right;">182</p> <p>1 2021?</p> <p>2 A. Yes.</p> <p>3 Q. Is it a true and accurate copy of the e-mail?</p> <p>4 A. Yes.</p> <p>5 MR. NOWAK: I ask that Two to be admitted.</p> <p>6 THE COURT: All right. Exhibit Number Two</p> <p>7 is admitted.</p> <p>8 (Defendant's Exhibit Number Two was</p> <p>9 admitted into evidence.)</p> <p>10 BY MR. NOWAK:</p> <p>11 Q. On Exhibit Number Two, the October 25, 2021</p> <p>12 e-mail that the Mr. LaBrie says the Court limits us to</p> <p>13 only one electronic e-mail each week, despite my</p> <p>14 complaint to the Court you sent three messages before I</p> <p>15 blocked my phone. Had Mr. LaBrie been blocking your</p> <p>16 number? Mr. LaBrie said he's blocking your phone?</p> <p>17 A. Yes, yes, yes, it's right.</p> <p>18 Q. And when does he do that, frequently?</p> <p>19 A. He do it after the consent order was decided in</p> <p>20 May.</p> <p>21 Q. Now, you found out Mr. LaBrie was planning to</p> <p>22 move in August of 2021. Was it your intent at that time</p> <p>23 to maintain the children in in-person learning at their</p> <p>24 middle schools?</p> <p>25 A. No.</p>	<p style="text-align: right;">184</p> <p>1 children in?</p> <p>2 A. I discard it, I discard it after the children, I</p> <p>3 didn't know, the children showed me, Mama, we are in a</p> <p>4 home school right now, we are not going to school. And</p> <p>5 for me that was surprise.</p> <p>6 Q. Did you contact the Enlightium Academy to find</p> <p>7 out what kind of program?</p> <p>8 A. Yes, after that I call them and I said,</p> <p>9 Mr. LaBrie chose that you would be school but no. They</p> <p>10 said, we don't know. And I said (inaudible) I don't</p> <p>11 understand and we can change the school. He cannot</p> <p>12 change the school. And I don't have to change school.</p> <p>13 And then after I, I take the children from this home</p> <p>14 school.</p> <p>15 (Best translation this transcriber could</p> <p>16 understand.)</p> <p>17 Q. And after, so after the children were now</p> <p>18 disenrolled from home school, do you know if the</p> <p>19 Baltimore County public school authorized the children</p> <p>20 top attend home school?</p> <p>21 A. I don't know.</p> <p>22 Q. Okay. After the Enlightium Academy fell through</p> <p>23 for Mr. LaBrie, did he then try to get them into a</p> <p>24 virtual learning program?</p> <p>25 A. I didn't know first and when I am talking to ask</p>
<p style="text-align: right;">183</p> <p>1 (Interpreter translates.)</p> <p>2 A. I didn't know about.</p> <p>3 Q. Did you want to keep them in in-person schooling?</p> <p>4 A. Yes, I wanted any time to be in person.</p> <p>5 Q. Did there come a time when Mr. LaBrie interfered</p> <p>6 with that?</p> <p>7 (Interpreter translates.)</p> <p>8 A. Because I remember that he send the children in</p> <p>9 home school, home school. And I just know after when he</p> <p>10 put and I was surprised because this wasn't discussed</p> <p>11 about and not discussed very quickly and today I think,</p> <p>12 tomorrow more I do, because it caused to see what did it</p> <p>13 advantage, what is the different advantage. Yes, for me</p> <p>14 was surprise, I didn't know. And after he change again</p> <p>15 the girls school, he change another school. But he was</p> <p>16 very, very hard coming from the school because in</p> <p>17 Americans, they not have information. And she couldn't</p> <p>18 and (inaudible).</p> <p>19 Q. Was that the Enlightium Academy? Was that the</p> <p>20 first home school Mr. LaBrie tried to put the kids in?</p> <p>21 A. Was in the home school.</p> <p>22 Q. Was it the Enlightium Academy?</p> <p>23 A. Yes, after --</p> <p>24 Q. Did you research the Enlightium Academy when you</p> <p>25 found out that's where Mr. LaBrie wanted to put the</p>	<p style="text-align: right;">185</p> <p>1 the children, because it was my children, they were very</p> <p>2 scared to speak with me what kind of school. I said, I</p> <p>3 need to know. I am Mom, I have to know about this. But</p> <p>4 they said, Mama, we don't know. I said, you have to</p> <p>5 know. What kind of school are you right now. They</p> <p>6 said, we are in same school. What same school?</p> <p>7 THE COURT: Next question.</p> <p>8 Q. Okay. So when did you learn that Mr. LaBrie had</p> <p>9 applied for the children to attend virtual learning?</p> <p>10 A. After he send to me e-mail that he wanted to.</p> <p>11 Q. Did he ask you beforehand or did he just do it?</p> <p>12 A. I ask when I, when the children -- I, wait.</p> <p>13 THE COURT: Why don't you repeat the</p> <p>14 question so the interpreter can repeat the question.</p> <p>15 Q. Let me ask the question again so it's clear.</p> <p>16 Mr. LaBrie enrolled the children in virtual learning.</p> <p>17 Did he do that and then tell you about it or did he tell</p> <p>18 you first and then enroll them?</p> <p>19 (Interpreter translates.)</p> <p>20 A. He did after he informed me.</p> <p>21 Q. Could you elaborate, please? Say it again?</p> <p>22 THE COURT: I thought she said afterwards.</p> <p>23 A. He did it first and then after told me.</p> <p>24 Q. He did first and then told you. So how did you</p> <p>25 learn, well, did you have any contact with the school</p>

<p style="text-align: right;">186</p> <p>1 about the virtual learning program?</p> <p>2 A. They sent an e-mail, they sent to family that</p> <p>3 Anya (inaudible) But Anya was accepted in the school. I</p> <p>4 started to, she was. But they don't want to give any</p> <p>5 information for me. Not give information because they</p> <p>6 said you have to speak with your lawyer and after, you</p> <p>7 can get information.</p> <p>8 Q. Did you eventually send a copy of the court order</p> <p>9 to the school so they were aware what the joint legal</p> <p>10 custody provision?</p> <p>11 A. I send it.</p> <p>12 Q. Okay.</p> <p>13 THE COURT: We are still talking about the</p> <p>14 Enlightium Academy?</p> <p>15 MR. NOWAK: This is virtual learning, Your</p> <p>16 Honor.</p> <p>17 Q. So Enlightium was the first home school. Now we</p> <p>18 are virtual learning in Baltimore County public school?</p> <p>19 THE COURT: Thank you.</p> <p>20 Q. That's right, Ms. LaBrie?</p> <p>21 A. Yes.</p> <p>22 Q. So, Isabella is the no accepted in the program?</p> <p>23 A. Yes. Anya was accepted.</p> <p>24 Q. Did there come a time when you discovered that</p> <p>25 Mr. LaBrie was contacting the school to have them</p>	<p style="text-align: right;">188</p> <p>1 school. And they said Mr. LaBrie lives in New Hampshire</p> <p>2 and he wanted to be the children in the virtual. I said</p> <p>3 but the court ordered that that he has to not move the</p> <p>4 children. It is mistakes were made.</p> <p>5 Q. So it's your understanding the virtual learning</p> <p>6 program was for medical health exemptions, not mental</p> <p>7 health?</p> <p>8 A. Not mental.</p> <p>9 Q. Physical health?</p> <p>10 A. Physical health, yes.</p> <p>11 Q. Now there is another school, Laurel Springs</p> <p>12 School, West Chester Pike, 200 West Chester Pennsylvania</p> <p>13 that Larry tried to enroll the children in. There is a</p> <p>14 letter, e-mail November 16, 2021, includes an attorney</p> <p>15 on it. Did he ask you about enrolling the children in</p> <p>16 Laurel Springs School prior to doing so?</p> <p>17 A. Again, same problem, he did not ask nothing. And</p> <p>18 Mr. LaBrie may have sent e-mail they would be</p> <p>19 (inaudible) that they would be in, but home school yes,</p> <p>20 home school. For me, I didn't change the school.</p> <p>21 Q. And is it your understanding that the Laurel</p> <p>22 Springs School is a home school program?</p> <p>23 A. Yes. And when I look in the e-mails for</p> <p>24 (inaudible), I ask Mr. LaBrie show me, show me the court</p> <p>25 order that took to this school. They said we don't know</p>
<p style="text-align: right;">187</p> <p>1 reconsider Isabella's virtual learning program.</p> <p>2 (Interpreter translates.)</p> <p>3 THE INTERPRETER: Chances are that Ms.</p> <p>4 LaBrie would like it to be rephrased.</p> <p>5 Q. Okay. Isabella was not initially accepted into</p> <p>6 virtual learning?</p> <p>7 A. Yes.</p> <p>8 Q. She then was accepted into virtual learning. How</p> <p>9 did that happen?</p> <p>10 (Interpreter translates.)</p> <p>11 A. Anya was accepted maybe one week before Isabella</p> <p>12 and Isabella was accepted when Ms. Zimmerman, the</p> <p>13 therapist, wrote a letter.</p> <p>14 Q. Did there come a point when the school</p> <p>15 disenrolled both girls from virtual learning.</p> <p>16 (Interpreter translates.)</p> <p>17 A. (Interpreter) Yes, they got enrolled.</p> <p>18 Q. Did the school find that they were not eligible</p> <p>19 for virtual learning any longer?</p> <p>20 (Interpreter translates.)</p> <p>21 A. Yes, I wanted to explain because when I study and</p> <p>22 how they can to be in, there was some problem. When I</p> <p>23 spoke with some, I don't know, in the school, I don't, I</p> <p>24 said why, why the children have to be in this because</p> <p>25 they don't have problems with they have to be in virtual</p>	<p style="text-align: right;">189</p> <p>1 about the order, consent order.</p> <p>2 MS. BELL: Objection as to what they said.</p> <p>3 THE COURT: Sustained.</p> <p>4 Q. Without telling me or the Court what someone else</p> <p>5 said, did there come a time when the school district</p> <p>6 rejected the home school plan for Mr. LaBrie.</p> <p>7 (Interpreter translates.)</p> <p>8 A. Yes.</p> <p>9 Q. Okay. Did he appeal that determination or he</p> <p>10 said appeal that determination in an e-mail.</p> <p>11 (Interpreter translates.)</p> <p>12 A. Da, yes.</p> <p>13 Q. In the consent order, you and Mr. LaBrie also</p> <p>14 agreed that the children would attend school within 35</p> <p>15 miles of Reisterstown, right?</p> <p>16 A. Yes.</p> <p>17 Q. That's been a provision in all of your</p> <p>18 agreements?</p> <p>19 A. Yes.</p> <p>20 Q. Since 2016, I believe?</p> <p>21 A. Yes.</p> <p>22 Q. Is that correct? Why is that provision in this</p> <p>23 order?</p> <p>24 MS. BELL: Objection.</p> <p>25 A. This is what --</p>

<p style="text-align: right;">190</p> <p>1 THE COURT: Sustained. Sustained. Hold on.</p> <p>2 You want to rephrase the question.</p> <p>3 Q. Why is that provision important to you?</p> <p>4 A. This was problem from our marriage because</p> <p>5 Mr. LaBrie want to move maybe five, six, seven times.</p> <p>6 He prefers to me when I want to manage to move four</p> <p>7 years. I said no, this will not work. If you want, you</p> <p>8 can change, but I will not be agree to change any time.</p> <p>9 And why he change because before the divorce, he wanted</p> <p>10 to move to come back to Rumania. After he wanted to</p> <p>11 move to (inaudible). I said no, no, no, I want the</p> <p>12 children here and I want to be stable for them because</p> <p>13 very very important for the children to be stable where</p> <p>14 they stay in first grade until the (inaudible) year.</p> <p>15 And after we, this was a problem for Mr. LaBrie because</p> <p>16 any time want to move, this was a problem in the</p> <p>17 divorce, and why I put it in the agreement, because I</p> <p>18 know he would like to move again and again.</p> <p>19 Q. And besides the employment Mr. LaBrie sought in</p> <p>20 New Hampshire, do you know if he had any other</p> <p>21 connections in the state that he moved to, family</p> <p>22 connections or any other?</p> <p>23 (Interpreter translates.)</p> <p>24 A. Yes and no. He tried in 2009 to move to New</p> <p>25 Hampshire the first time.</p>	<p style="text-align: right;">192</p> <p>1 Q. And the scout troop, Mr. LaBrie was the scout</p> <p>2 master, is that right?</p> <p>3 A. Yes.</p> <p>4 Q. You have heard him testify about getting the</p> <p>5 children to meetings late or something like that. Can</p> <p>6 you explain if there was any occurrence, what happened?</p> <p>7 A. Yes, I don't want to complain about Mr. LaBrie,</p> <p>8 but I know it's too much for him because he wanted to</p> <p>9 controlling everything. And when I send the children to</p> <p>10 him scout and softball, he was saying, for example,</p> <p>11 Sunday, Sunday with the children, yes, no, 12 o'clock.</p> <p>12 Before Sunday was Saturday and in order for Mr. LaBrie</p> <p>13 (inaudible). He was still, okay, I agree. He bring on</p> <p>14 Sunday when he finish with church, he wrote to the</p> <p>15 children, not me, that you have to road with Mom in my</p> <p>16 car something. I said, but four o'clock would be dinner</p> <p>17 and meals, we need to take lunch, the girls need to take</p> <p>18 lunch and not just to go to practice and eat. Then he</p> <p>19 created this is an anxiety, it very, very hard for me,</p> <p>20 but it's anxiety for the children, because it really got</p> <p>21 to be two days before to bring everything and why the</p> <p>22 children is not organized because I know I do need</p> <p>23 children to be organized. But Mr. LaBrie destroy</p> <p>24 everything, now the children are (inaudible).</p> <p>25 THE COURT: Okay.</p>
<p style="text-align: right;">191</p> <p>1 MR. ALCARESE: Objection.</p> <p>2 THE COURT: I'm sorry, I had a hard time</p> <p>3 understanding that.</p> <p>4 A. He tried three times to get job in New Hampshire.</p> <p>5 THE COURT: Okay.</p> <p>6 A. But he has friends in Massachusetts and his</p> <p>7 friends after they live in New Hampshire to see what</p> <p>8 time he stayed and after New York come back and</p> <p>9 Anastasia said, Mom (inaudible).</p> <p>10 MS. BELL: Objection.</p> <p>11 THE COURT: Sustained. Next question.</p> <p>12 Q. So no connections in New Hampshire, is that what</p> <p>13 you are saying?</p> <p>14 A. He just want to stay in New Hampshire and college</p> <p>15 maybe.</p> <p>16 Q. So activities, have you been involved in any</p> <p>17 activities for the girls?</p> <p>18 A. Yes.</p> <p>19 Q. What activities are they enrolled in?</p> <p>20 A. Here?</p> <p>21 Q. Yes, here?</p> <p>22 A. In scout, softball and piano. And piano was</p> <p>23 involved with Isabella and Anya, but Isabella one year</p> <p>24 she said, Mama, I don't want no more. I said, okay, is</p> <p>25 not problem.</p>	<p style="text-align: right;">193</p> <p>1 Q. Did you participate in any scouting activities</p> <p>2 since May of 2021 for the girls?</p> <p>3 A. Yes, just one time, my car was (inaudible) and I</p> <p>4 ask if Mr. LaBrie to bring them, he wanted to take the</p> <p>5 children four o'clock and I said, Mr. LaBrie, it's very</p> <p>6 early because a lot homework to finish. And the scout,</p> <p>7 they have to be six o'clock, 6:30 over and to drive one</p> <p>8 hour. This is, my car was problem. I could get ticket</p> <p>9 for the (inaudible). After I said, okay, I found some</p> <p>10 friends that would bring them back and change and</p> <p>11 (inaudible) bring to the children, yes. And after, when</p> <p>12 Mr. LaBrie, he have the children. And they are late and</p> <p>13 Sunday with the game, I am feeling very, very emotional</p> <p>14 because, you know, it's you want to take one more from</p> <p>15 my time. He wanted to spend more time with them, she</p> <p>16 wanted to take one more hour, he wanted to take more</p> <p>17 day, but the mother, the children with Mom, but they</p> <p>18 just created a lot between me and him and the children.</p> <p>19 (Inaudible) I just kills me, inaudible in the marriage.</p> <p>20 He wanted to take the children many time. And the</p> <p>21 children are both being equal. But he created</p> <p>22 something, this is another thing, you know. But I, any</p> <p>23 time it's he make it up and Mr. LaBrie surprise me, oh,</p> <p>24 do you want, I'll take the children and I'll bring the</p> <p>25 children back I have to be grateful because after his</p>

<p style="text-align: right;">194</p> <p>1 complaint with the Court, (inaudible).</p> <p>2 THE COURT: All right. Next question.</p> <p>3 Q. Now, you had mentioned, even though your car</p> <p>4 broke down, you were able to have a support network to</p> <p>5 help you in a minutes's notice. Could you tell the</p> <p>6 Judge what kind of support network you and the children</p> <p>7 have in Baltimore here.</p> <p>8 (Interpreter translates.)</p> <p>9 A. Oh, okay. I have some friends, I have friends</p> <p>10 and if some emergency, they sent, it's my church and</p> <p>11 take me from my house. And the church very, very kind</p> <p>12 people there. And we work together many times. I know</p> <p>13 that they would help me with another thing.</p> <p>14 Q. All right. Thank you. And there was some</p> <p>15 discussion as to whether or not you were involved in the</p> <p>16 children's therapy, you have given Mr. LaBrie money for</p> <p>17 the cost of therapy at times, right?</p> <p>18 A. Yes.</p> <p>19 Q. And have you paid for any of their scouting fees?</p> <p>20 A. Scout, I put sometimes for the scout because I am</p> <p>21 (inaudible) I paid money and sometimes with food.</p> <p>22 Q. And then for Anya's piano school, is this lessons</p> <p>23 that are in home with a tutor or what is it? Can you</p> <p>24 describe to the Judge exactly what this piano school is?</p> <p>25 A. This is a school piano and we decide Anya would</p>	<p style="text-align: right;">196</p> <p>1 Q. Has it had an impact on her program?</p> <p>2 A. Yes.</p> <p>3 Q. What impact did it have on her program?</p> <p>4 A. They, they supposed to have (inaudible) now and I</p> <p>5 don't know you find that would be (inaudible). I don't</p> <p>6 know. They hope.</p> <p>7 Q. Did you complain to Mr. LaBrie about not having</p> <p>8 Anya on Thursdays so she can attend piano?</p> <p>9 A. Yes, I said.</p> <p>10 Q. And he put into evidence a December 20, 2021</p> <p>11 receipt for piano teacher. Did you see that?</p> <p>12 A. Yes.</p> <p>13 Q. Did he talk to you about that beforehand?</p> <p>14 A. No.</p> <p>15 Q. Do you know who this piano instructor is?</p> <p>16 A. She knows.</p> <p>17 Q. Do you know who it is in New Hampshire?</p> <p>18 A. No, no, he, no. She left me e-mail and she said</p> <p>19 that I will take the teacher for piano for Anya to help</p> <p>20 Anya can be more interested in piano.</p> <p>21 Q. Now, the piano program you signed Anya up for,</p> <p>22 how much did that cost?</p> <p>23 (Interpreter translates.)</p> <p>24 A. It took (inaudible) hours in total and it cost</p> <p>25 approximately \$555 for semester.</p>
<p style="text-align: right;">195</p> <p>1 go to school because you can have some (inaudible). And</p> <p>2 in future, if she want to be a teacher, you can be</p> <p>3 teacher of piano. If your job would be would be in band</p> <p>4 or something like, change something, she was agreed.</p> <p>5 And she probably a lot in different schools and she's</p> <p>6 very, very talent, very talent.</p> <p>7 Q. And are there performances or recitals?</p> <p>8 A. Performances.</p> <p>9 Q. In-person or virtual?</p> <p>10 A. (Inaudible) When something, but after, Anya spoke</p> <p>11 with me and said, Mama, I want to be in-person. I said,</p> <p>12 Anya I know because I did piano in my child life and I</p> <p>13 know that piano, it's very good to be in concert. And I</p> <p>14 spoke with the principal, this is (inaudible) my opinion</p> <p>15 would be the children, Anya needs to be in person.</p> <p>16 Q. And does Anya go to piano lessons on Thursdays?</p> <p>17 A. No.</p> <p>18 Q. What days does she go to piano lessons?</p> <p>19 A. Which time?</p> <p>20 Q. What days are the piano lessons?</p> <p>21 A. Piano lessons is Thursday 5:30 PM.</p> <p>22 Q. As a result of Mr. LaBrie picking up the children</p> <p>23 and moving out of the state, has Anya missed any of</p> <p>24 those Thursday lessons?</p> <p>25 A. Yes.</p>	<p style="text-align: right;">197</p> <p>1 Q. I am going to give you what has been marked</p> <p>2 Defendant's Three. Take a look at that. First, is that</p> <p>3 a copy of the check you wrote for Harmony Music School.</p> <p>4 Do you see the Harmony Music School there?</p> <p>5 A. Yes. It's 675, yes.</p> <p>6 Q. And when did you write that check?</p> <p>7 A. It is written August.</p> <p>8 Q. August of 2021?</p> <p>9 A. Yes.</p> <p>10 Q. And do you also see checks for Anya's therapist</p> <p>11 written to Mr. LaBrie?</p> <p>12 A. Yes, yes.</p> <p>13 THE COURT: What is Exhibit Three, by the</p> <p>14 way?</p> <p>15 MR. NOWAK: I'm sorry, Exhibit Three is</p> <p>16 carbon copies of checks.</p> <p>17 THE COURT: Got it.</p> <p>18 BY MR. NOWAK:</p> <p>19 Q. That Ms. LaBrie has written for the children's</p> <p>20 activities or reimbursing Mr. LaBrie for scouts. There</p> <p>21 is a check for \$45 to Mr. Ryan and a check for \$60 for</p> <p>22 Troop 97. Do you see those?</p> <p>23 A. Yes.</p> <p>24 Q. And then dentist?</p> <p>25 A. Dentist, \$18.</p>

<p>198</p> <p>1 Q. The children's dentist is here in Maryland, 2 right?</p> <p>3 A. Yes.</p> <p>4 Q. And do they have some casts that needed to be 5 fixed?</p> <p>6 A. Yes.</p> <p>7 Q. What about their doctor, who is their doctor?</p> <p>8 A. Who is their doctor? The doctor is Doctor 9 George.</p> <p>10 Q. How long have the children been seeing Doctor 11 George?</p> <p>12 A. Maybe tooth out in 2010, 2011 maybe.</p> <p>13 Q. So that's ten years?</p> <p>14 A. Maybe ten years.</p> <p>15 Q. And in the custody consent order, you and Mr. 16 LaBrie agreed that the children would remain with their 17 pediatrician, is that your understanding?</p> <p>18 A. Yes.</p> <p>19 Q. Would you like that to occur?</p> <p>20 A. Yes.</p> <p>21 MR. NOWAK: Ask Defendant's Three be 22 admitted.</p> <p>23 THE COURT: All right Defendant's Exhibit 24 Three is admitted. 25 (Defendant's Exhibit Number Three was</p>	<p>200</p> <p>1 translation.)</p> <p>2 Q. Disciplined?</p> <p>3 A. Yes, or to be (inaudible). In one year they go 4 down.</p> <p>5 Q. Now, as part of the consent order there is a 6 provision that Mr. LaBrie can speak to the children on 7 the telephone, is that right?</p> <p>8 A. Yes.</p> <p>9 Q. Do you help the children with their homework? 10 (Interpreter translates.)</p> <p>11 A. Yes, yes. We give Anya some and I ask her why 12 you children need and she said, very funny, she said, 13 Mama because you work, you travel a lot in country, you 14 work and it's more from your life and (inaudible). I do 15 what you ask for some object, science, she consulted 16 with me they like to share. (Inaudible)</p> <p>17 Q. And have there been times when you and Mr. LaBrie 18 had conflicts regarding the homework for the children?</p> <p>19 A. The conflict with Mr. LaBrie about the homework 20 is any time because I am just, I am thinking that 21 Mr. LaBrie is harder maybe for you to the court and 22 complain about me. I am not good mother, I am not good 23 in the homework, I am not good (inaudible) and now, I 24 took to be witnesses, I took once again to my church and 25 to be witnesses because the Court --</p>
<p>199</p> <p>1 admitted into evidence.)</p> <p>2 THE COURT: Mr. Nowak, just so I am trying 3 to keep track of the time here so that everybody gets a 4 chance, Mr. LaBrie was on the stand for direct for about 5 50 minutes and you have been an hour plus, in cross 6 examination there was a little bit more in redirect, so 7 it's been running about an hour. You are about an hour 8 on your direct now. I'd like to try to keep it that 9 way, because, again, I have to have time here to give 10 everybody a decision.</p> <p>11 MR. NOWAK: Thank you, Your Honor.</p> <p>12 THE COURT: You are welcome.</p> <p>13 Q. In the spring of 2021, when the children were in 14 school, so this is May of 2021, just last spring, did 15 the children's grades start to fall?</p> <p>16 (Interpreter translates.)</p> <p>17 A. Yes. When starting to change custody Isabella 18 finish seventh grade, then Anya get A and B, she more 19 than B. (Inaudible) The children to be to have 20 discipline, but the problem is the children and the 21 mother, I like to help. Let them make mistakes. This 22 is attention, memory and would be something for college 23 for life. We should show these children how to be 24 more -- 25 (Transcriber having great difficulty with</p>	<p>201</p> <p>1 THE COURT: All right. The question is did 2 you have conflicts with him?</p> <p>3 THE WITNESS: There were conflicts, yes.</p> <p>4 Q. Besides conflicts, what was happening with the 5 homework. 6</p> <p>7 STOPPED HERE - NEXT PART TO BE WRITTEN AND 8 PROOFED. 9</p> <p>10 A. He called me for example Monday, the children had 11 homework, yes. (Inaudible) something every week. 12 Mr. LaBrie is doing homework for Monday and for Tuesday 13 and Wednesday, yes? Yes. After is my turn, my custody, 14 Thursday and Friday on the week. And this is just one 15 day they could not finish the homework in my custody 16 because it was one night (inaudible) of the week some 17 problems they had perfect Friday and day of the week but 18 the children, they know I am very, very stringent with 19 homework, they know about this. And we first do English 20 homework, but sometimes I am not exactly (inaudible). 21 THE COURT: You have answered.</p> <p>22 A. For and scouts.</p> <p>23 Q. I am going to hand you what is marked Defendant's 24 Four, the report card for Anastasia for 2020, 2021. Is 25 this a copy of Anastasia's report card?</p>



<p style="text-align: right;">202</p> <p>1 A. Yes.</p> <p>2 Q. Okay. I am going to hand you, I would ask Four</p> <p>3 be admitted.</p> <p>4 THE COURT: Admitted.</p> <p>5 (Defendant's Exhibit Number Four was</p> <p>6 admitted into evidence.)</p> <p>7 Q. Let's the take a look at Defendant's Five; is</p> <p>8 that also a report card for Anastasia?</p> <p>9 A. Yes.</p> <p>10 Q. Okay. And the second page to that?</p> <p>11 A. This is now.</p> <p>12 MR. NOWAK: That's the current. I would ask</p> <p>13 Defendant's Five be admitted.</p> <p>14 (Defendant's Exhibit Number Five</p> <p>15 was admitted into evidence.)</p> <p>16 Q. I have Defendant's Six here. This is a copy of</p> <p>17 Isabella's progress report, correct?</p> <p>18 A. Yes.</p> <p>19 Q. Is that a true and accurate copy of the progress</p> <p>20 report?</p> <p>21 A. Yes.</p> <p>22 MR. NOWAK: Mark this as Defendant's Six.</p> <p>23 Q. That's for the first marking period for 2021-2022</p> <p>24 school year, is that right?</p> <p>25 A. Yes.</p>	<p style="text-align: right;">204</p> <p>1 scout. For example, if it is Friday to Sunday morning,</p> <p>2 they come back 11:00, they are very tired because they</p> <p>3 have practice, game Sunday and hour after the game would</p> <p>4 be one or two o'clock. After Monday, starting practice</p> <p>5 again. So when they get, and Thursday piano.</p> <p>6 THE COURT: I am trying to move this along.</p> <p>7 I am going to have to restrict you, Mr. Nowak, to maybe</p> <p>8 five more minutes, okay?</p> <p>9 MR. NOWAK: Thank, you Your Honor.</p> <p>10 Q. Mr. LaBrie is proposing that the children stay</p> <p>11 with him during the school year, which is not what you</p> <p>12 and he agreed to in the consent order. What do you</p> <p>13 think the custody arrangement should be, given that</p> <p>14 Mr. LaBrie has moved so far away?</p> <p>15 A. It's very hard for the children. It's so very</p> <p>16 hard because they want, it's very hard because the</p> <p>17 children every year move from their homed thinking they</p> <p>18 far away.</p> <p>19 Q. What is the schedule that you propose?</p> <p>20 A. I would like they to continue their school and</p> <p>21 activities here in Baltimore and piano school in</p> <p>22 Baltimore.</p> <p>23 Q. So you would have the children during the school</p> <p>24 year and participate in the activities they enjoyed</p> <p>25 their lives here in Baltimore?</p>
<p style="text-align: right;">203</p> <p>1 MR. NOWAK: I ask that Six be admitted.</p> <p>2 THE COURT: It's admitted.</p> <p>3 (Defendant's Exhibit Number Six was</p> <p>4 admitted into evidence.)</p> <p>5 Q. I am going to hand you Defendant's Seven, this is</p> <p>6 Isabella's end of year report card for 2020-2021, is</p> <p>7 that right?</p> <p>8 A. Yes, this is '21.</p> <p>9 Q. That's demonstrating (inaudible).</p> <p>10 A. Yes.</p> <p>11 MR. NOWAK: Ask that be admitted.</p> <p>12 A. That's after was changed custody.</p> <p>13 THE COURT: Defendant's Seven is admitted.</p> <p>14 (Defendant's Exhibit Number Seven was</p> <p>15 received into evidence.)</p> <p>16 Q. So, how are the grades for the children for the</p> <p>17 first marking period of this school year versus last</p> <p>18 year?</p> <p>19 A. Yes. I wanted to speak about Isabella, because</p> <p>20 she, when starting to change the custody in February,</p> <p>21 the children have lots of activity. (Inaudible) except</p> <p>22 curriculum what they call them, it's softball games,</p> <p>23 after practice, after give to me some Bible study in his</p> <p>24 custody after scouts. Mr. LaBrie created a group of</p> <p>25 children and they have to go and finally get in girl</p>	<p style="text-align: right;">205</p> <p>1 A. Yes.</p> <p>2 Q. Now, the New Hampshire move that Mr. LaBrie has,</p> <p>3 this is all pretty brand new. There is talk about the</p> <p>4 children being acclimated. Did Mr. LaBrie invite you to</p> <p>5 visit the school that he allegedly involved the children</p> <p>6 in?</p> <p>7 A. No.</p> <p>8 Q. Would you have liked to have?</p> <p>9 A. Yes.</p> <p>10 Q. Do you know anything about this town in New</p> <p>11 Hampshire that Mr. LaBrie moved to?</p> <p>12 A. Not well but I look on internet, I saw this is</p> <p>13 school and I don't have a lot of information about it,</p> <p>14 the school, the Court would be decide, if the Court</p> <p>15 decide they (inaudible and talking over one another.)</p> <p>16 School and everything, it's a break in activity to see</p> <p>17 what they are doing over there.</p> <p>18 Q. Mr. LaBrie's proposal, he had mentioned that</p> <p>19 there should be exceptions to visitation for</p> <p>20 extracurricular activities. Do you think that would</p> <p>21 work?</p> <p>22 A. No.</p> <p>23 Q. No, why not?</p> <p>24 (Interpreter translated for Ms. LaBrie.)</p> <p>25 INTERPRETER: The Interpreter just</p>

<p style="text-align: right;">206</p> <p>1 instructed Mrs. LaBrie that she could formulate, if she</p> <p>2 finds her words better in respect Rumanian to conform</p> <p>3 and the Interpreter will better relate.</p> <p>4 THE COURT: All right. Thank you. Are you</p> <p>5 thinking about your answer, Ms. LaBrie? There is a</p> <p>6 question to you.</p> <p>7 BY MR. NOWAK:</p> <p>8 Q. What problems, if there was an exception to extra</p> <p>9 curriculars in the access schedule like there is now --</p> <p>10 A. Yes.</p> <p>11 Q. -- what problems do you anticipate will occur if</p> <p>12 there is exception?</p> <p>13 A. The children would be in New Hampshire, yes, with</p> <p>14 problems?</p> <p>15 Q. Just generally?</p> <p>16 A. Generally, yes, I am thinking if they will be New</p> <p>17 Hampshire, the children will be affected mentally</p> <p>18 because they will miss things as if it was normal</p> <p>19 (inaudible) and the problem would be that Mr. LaBrie</p> <p>20 will find some way to say, okay, this week they are,</p> <p>21 except for activity, you cannot come or (inaudible)</p> <p>22 would be that, oh, they have something to do and but</p> <p>23 there is not work for a relationship for my children to</p> <p>24 have any time.</p> <p>25 Q. And Mr. LaBrie had also proposed being, I believe</p>	<p style="text-align: right;">208</p> <p>1 A. It's three months.</p> <p>2 Q. Okay. And how do you, why do you keep this, keep</p> <p>3 track of this homework?</p> <p>4 A. I keep to show that I am checking the homework</p> <p>5 from the children any time and the time they complain</p> <p>6 about me to the BIA, (Inaudible) I will have the</p> <p>7 homework. This is not really --</p> <p>8 MR. NOWAK: Ask Defendant's Eight be</p> <p>9 admitted.</p> <p>10 MR. ALCARESE: I am going to object.</p> <p>11 MS. BELL: Objection, Your Honor.</p> <p>12 THE COURT: What is the basis?</p> <p>13 MR. ALCARESE: It appears to be my clients'</p> <p>14 notes of their homework.</p> <p>15 THE COURT: Oh, I don't know. Let me see</p> <p>16 it. I thought it was just copies of the homework.</p> <p>17 MR. ALCARESE: No, it's like they hand wrote</p> <p>18 certain assignments.</p> <p>19 THE COURT: Can I see it?</p> <p>20 BY MR. NOWAK:</p> <p>21 Q. Whose handwriting is this?</p> <p>22 A. This is what I said, some is mine, some is --</p> <p>23 THE COURT: Some is yours, some of the</p> <p>24 children's?</p> <p>25 THE WITNESS: Yes, just to be witnesses</p>
<p style="text-align: right;">207</p> <p>1 the word he used was flexible in case there were events?</p> <p>2 A. No.</p> <p>3 Q. Do you think that that would work?</p> <p>4 A. No, he will not be flexible. No. Because he not</p> <p>5 sure right now that he supposed to be flexible. Any</p> <p>6 time that I change my job, any time I have follow</p> <p>7 Mr. LaBrie because he say what he want but that this is</p> <p>8 not work?</p> <p>9 THE COURT: All right. Thank you.</p> <p>10 BY MR. NOWAK:</p> <p>11 Q. Okay. I am going to hand you what has been</p> <p>12 marked as Defendant's Eight?</p> <p>13 THE COURT: This is going to have to be</p> <p>14 close to the end, you have passed your five minutes.</p> <p>15 MR. NOWAK: I am trying the get the exhibits</p> <p>16 in.</p> <p>17 THE COURT: Very good.</p> <p>18 Q. Defendant's Eight, what is this?</p> <p>19 A. This is his check from homework.</p> <p>20 Q. The whole packet of papers here?</p> <p>21 A. Papers of homework, yes.</p> <p>22 Q. Whose homework?</p> <p>23 A. Homework is Anya's homework and Isabella's</p> <p>24 homework.</p> <p>25 Q. How many months of homework is this?</p>	<p style="text-align: right;">209</p> <p>1 because and I did before --</p> <p>2 THE COURT: On this first page, it looks</p> <p>3 like it's all one person's handwriting. Whose is that?</p> <p>4 THE WITNESS: This is mine.</p> <p>5 THE COURT: That's all yours.</p> <p>6 THE WITNESS: Right.</p> <p>7 THE COURT: All right, how about this?</p> <p>8 Whose handwriting is that? Can you see that?</p> <p>9 THE WITNESS: This is mine.</p> <p>10 THE COURT: That's yours too?</p> <p>11 THE WITNESS: I am very copious (inaudible).</p> <p>12 Yes, yes, it's from the church.</p> <p>13 THE COURT: Okay. So, what's the objection</p> <p>14 as to, this appears to be nothing more than kind of</p> <p>15 writing down what they have to do and little reminders</p> <p>16 to themselves what to do. Why is that?</p> <p>17 MR. ALCARESE: Well, I think the purpose for</p> <p>18 it is sort of overseeing who is doing work when and with</p> <p>19 whom. I wouldn't have an opportunity, you know, she's</p> <p>20 relying on somebody else's documents that have been</p> <p>21 prepared and I wouldn't have an opportunity to --</p> <p>22 THE COURT: I am not admitting it for any</p> <p>23 purpose other than these are the children's homework and</p> <p>24 notes that they have done in the company of Ms. LaBrie.</p> <p>25 And I don't know how much relevance they have, but they</p>

<p style="text-align: right;">210</p> <p>1 obviously did some homework in her company and with her</p> <p>2 supervision. So, I am admitting it for just that</p> <p>3 purpose. So objections are overruled.</p> <p>4 (Defendant's Exhibit Number Eight was</p> <p>5 received into evidence.)</p> <p>6 BY MR. NOWAK:</p> <p>7 Q. Now, have you had an opportunity to look at both</p> <p>8 the Baltimore County school calendar for 2021 and 2022</p> <p>9 and the Sunapee school district calendar for 2021 and</p> <p>10 2022?</p> <p>11 A. Yes.</p> <p>12 Q. Okay. I'm going to hand you Defendant's Nine.</p> <p>13 Is this a breakdown of that Baltimore County public</p> <p>14 school calendar?</p> <p>15 A. Yes.</p> <p>16 MR. NOWAK: Okay. I ask Nine be admitted.</p> <p>17 THE COURT: Admitted.</p> <p>18 (Defendant's Exhibit Number Nine</p> <p>19 was received into evidence.)</p> <p>20 Q. Number Ten, is this a copy of the Sunapee school</p> <p>21 district 2021 and 2022 school calendar?</p> <p>22 A. Yes.</p> <p>23 MR. NOWAK: I ask that be admitted.</p> <p>24 THE COURT: It's admitted.</p> <p>25 (Defendant's Exhibit Number Ten was</p>	<p style="text-align: right;">212</p> <p>1 A. Yes.</p> <p>2 Q. Okay. Now, let's say it's reversed and</p> <p>3 Mr. LaBrie had the children during the school year. Are</p> <p>4 you asking the Court to give you at least a weekend a</p> <p>5 month?</p> <p>6 A. Yes.</p> <p>7 Q. And in this Sunapee school district calendar, it</p> <p>8 looks like they have a holiday break around Christmas</p> <p>9 time, a separate winter break in late February and then</p> <p>10 a spring break in April. Would those all be times where</p> <p>11 you could have the children?</p> <p>12 A. Yes.</p> <p>13 Q. And then there's various three day weekends,</p> <p>14 would those also be times where you could have the</p> <p>15 children?</p> <p>16 A. Yes.</p> <p>17 Q. And during the summer, of course, you could have</p> <p>18 the children for all the summer, is that right?</p> <p>19 A. Yes.</p> <p>20 Q. Now, let's say there's times when you want to</p> <p>21 travel to New Hampshire. With appropriate notice, would</p> <p>22 you also like access to see the children, if you visit</p> <p>23 New Hampshire?</p> <p>24 A. Yes. And if he wanted, he could have access.</p> <p>25 Q. There's different scenarios here. What scenario</p>
<p style="text-align: right;">211</p> <p>1 received into evidence.)</p> <p>2 Q. All right, now, I suppose there could be two</p> <p>3 arrangements, one where you have the children during the</p> <p>4 school year or one where Mr. LaBrie has during the</p> <p>5 school year. If you had the children during the school</p> <p>6 year, what kind of access should Mr. LaBrie have? What</p> <p>7 should the schedule be with the girls?</p> <p>8 A. Vacation, summer vacation and winter vacation.</p> <p>9 Q. And could that track on the Baltimore County</p> <p>10 public school calendar's three day weekend, spring</p> <p>11 break, winter break, et cetera?</p> <p>12 A. Yes.</p> <p>13 Q. Is that right?</p> <p>14 A. Yes.</p> <p>15 Q. What about summer time?</p> <p>16 A. If Mr. LaBrie will have --</p> <p>17 Q. So you will have the children during the school</p> <p>18 year?</p> <p>19 A. He come home himself for summer vacation.</p> <p>20 Q. And what about vacation time for you during the</p> <p>21 summer, are you asking the Court for that?</p> <p>22 (Interpreter translated for Ms. LaBrie.)</p> <p>23 A. Yes, summer vacation.</p> <p>24 Q. Would two weeks be something you had in the</p> <p>25 original agreement?</p>	<p style="text-align: right;">213</p> <p>1 do you think is in the best interests of the children?</p> <p>2 (Interpreter translated for Ms. LaBrie.)</p> <p>3 A. Was very good, they both here (inaudible). To be</p> <p>4 both here, would be here because --</p> <p>5 THE COURT: Did you say both parents to stay</p> <p>6 here?</p> <p>7 THE WITNESS: Stay here, yes.</p> <p>8 THE COURT: If that couldn't happen, if one</p> <p>9 of you is going to be in New Hampshire and the other is</p> <p>10 Maryland, what is in the best interests of the children?</p> <p>11 THE WITNESS: I would think that they can</p> <p>12 continue here in the schools.</p> <p>13 THE COURT: All right. Thank you very much,</p> <p>14 Ma'am.</p> <p>15 BY MR. NOWAK:</p> <p>16 Q. And Franklin High School and there are other</p> <p>17 options for high school for the children besides</p> <p>18 Franklin high school?</p> <p>19 A. If they live here, about the Timonium schools,</p> <p>20 there are very good high schools, we can try over there</p> <p>21 to be both children over there in high school.</p> <p>22 MR. NOWAK: No further questions.</p> <p>23 THE COURT: Okay.</p> <p>24 MR. ALCARESE: What high school did she just</p> <p>25 say?</p>

<p style="text-align: right;">214</p> <p>1 THE COURT: High schools in Timonium.</p> <p>2 THE WITNESS: They very good.</p> <p>3 THE COURT: All right. It's now 3:15. I</p> <p>4 would very much like to conclude Ms. LaBrie's testimony</p> <p>5 and all of that evidence within the next hour. Is that</p> <p>6 something you believe you can do?</p> <p>7 MR. ALCARESE: I have about ten to 15</p> <p>8 minutes.</p> <p>9 THE COURT: Okay.</p> <p>10 MS. BELL: Maybe a little longer, Your</p> <p>11 Honor.</p> <p>12 THE COURT: Okay. We'll see. I'm going to</p> <p>13 pretty severely curtail any redirect, Mr. Nowak. Fine.</p> <p>14 Ms. Bell. Cross.</p> <p>15 CROSS EXAMINATION</p> <p>16 BY MS. BELL:</p> <p>17 Q. Ms. LaBrie, isn't it true that you took active</p> <p>18 steps to remove the kids from virtual learning?</p> <p>19 (Interpreter translated for Ms. LaBrie.)</p> <p>20 A. Da, yes.</p> <p>21 Q. And you did ask Baltimore County to remove them</p> <p>22 from the program?</p> <p>23 A. Yes.</p> <p>24 Q. Given the fact that their father had already</p> <p>25 moved and relocated, how do you think that was</p>	<p style="text-align: right;">216</p> <p>1 THE COURT: Okay. Next question.</p> <p>2 BY MS. BELL:</p> <p>3 Q. How did it benefit the children to have them</p> <p>4 removed from the virtual learning a month before this</p> <p>5 hearing?</p> <p>6 A. It's not benefit.</p> <p>7 THE COURT: Okay.</p> <p>8 THE WITNESS: It's not benefit, because the</p> <p>9 children are sleeping on the tutor. Anya come in my</p> <p>10 house morning starting school and she sleep and the</p> <p>11 teacher started to complain that she slept because she</p> <p>12 was tired.</p> <p>13 THE COURT: Next question.</p> <p>14 Q. You testified that you missed a day over</p> <p>15 Thanksgiving, you didn't have five days or you didn't</p> <p>16 have your full weekend, is that correct, because the</p> <p>17 kids got here on Friday?</p> <p>18 (Interpreter translated for Ms. LaBrie.)</p> <p>19 A. Yes.</p> <p>20 Q. But you were given the Monday night that you</p> <p>21 would not normally have?</p> <p>22 A. I could not get Monday.</p> <p>23 (Interpreter translated for Ms. LaBrie.)</p> <p>24 Q. You testified that he gave you the Monday after</p> <p>25 Thanksgiving?</p>
<p style="text-align: right;">215</p> <p>1 beneficial to them at the time?</p> <p>2 (Interpreter translated for Ms. LaBrie.)</p> <p>3 A. The Covid to follow the (inaudible.)</p> <p>4 Q. They were still in Baltimore County schools,</p> <p>5 correct?</p> <p>6 A. Yes, but this was virtual. I was not in</p> <p>7 agreement virtual. They need to go in person in school.</p> <p>8 (Inaudible.)</p> <p>9 Q. The question wasn't whether or not you agreed</p> <p>10 with him, it was whether or not, why at that point when</p> <p>11 the kids had already bounced around a little bit, why</p> <p>12 did you actively have them removed?</p> <p>13 (Interpreter translated for Ms. LaBrie.)</p> <p>14 SECOND INTERPRETER: With Your Honor's</p> <p>15 permission, there was one thing I should have, bounced</p> <p>16 around, it's the opposite.</p> <p>17 THE COURT: Can you answer the question, Ms.</p> <p>18 LaBrie?</p> <p>19 A. Yes what happened in world, it destroy the</p> <p>20 children, you know. They good, if I was instead of</p> <p>21 Mr. LaBrie, Anya said, okay, I will go New Hampshire</p> <p>22 (inaudible) when finish you can help children here. I</p> <p>23 don't need you, give me the children, we'll mix up</p> <p>24 agreement. But he moved and he took children and he get</p> <p>25 extra exchanges. It is not good work.</p>	<p style="text-align: right;">217</p> <p>1 A. This is when they, this was when they must go</p> <p>2 that he had told them that (inaudible) he want the</p> <p>3 children in two days.</p> <p>4 Q. I am not understanding. You testified that you</p> <p>5 had the children four overnights for Thanksgiving, is</p> <p>6 that correct?</p> <p>7 A. Yes, I had the children Friday, Saturday morning,</p> <p>8 one PM after the evening. (Inaudible)</p> <p>9 Q. You only had them one overnight?</p> <p>10 A. Monday overnight, what's the question? After</p> <p>11 Thanksgiving, Mr. LaBrie had the children because what</p> <p>12 he's doing (inaudible.) He wrote me e-mail and he said</p> <p>13 that he will bring the children Saturday morning one AM.</p> <p>14 Q. And that was this past Friday?</p> <p>15 A. This, yes, yes. Saturday, Sunday, Monday and</p> <p>16 today, but I not spend time with them.</p> <p>17 Q. Okay. You testified that you want more than one</p> <p>18 e-mail allowed per week, is that correct?</p> <p>19 A. Yes.</p> <p>20 Q. So you are asking the Court to modify that?</p> <p>21 A. No.</p> <p>22 Q. You want to remain at one e-mail a week?</p> <p>23 A. I want to be one e-mail in the week, but this is</p> <p>24 e-mail for emergency, there is no e-mail. (Inaudible.)</p> <p>25 But I want the e-mail supposed to write everything about</p>

<p style="text-align: right;">218</p> <p>1 everything, organize everything Mr. LaBrie want or what</p> <p>2 I want (inaudible). What he's doing in e-mail, he send</p> <p>3 (inaudible.) And when I look at the text, it's more</p> <p>4 text, then another text, it's more text. I can't make</p> <p>5 copy. It is crazy situation.</p> <p>6 Q. You want one e-mail per topic?</p> <p>7 A. I want just one e-mail because sometimes the</p> <p>8 phone is not open.</p> <p>9 Q. So you testified that Mr. LaBrie blocked you but</p> <p>10 if you only want one e-mail a week, how has blocking you</p> <p>11 created a problem?</p> <p>12 A. Why is problem the same, yes?</p> <p>13 (Interpreter translated for Ms. LaBrie.)</p> <p>14 A. Da. He is blocked me because, it was because</p> <p>15 he's creating a lot of anxiety about organized, about on</p> <p>16 time, about changing after first call(inaudible) and</p> <p>17 after he's not giving me the form for his call on time</p> <p>18 and I said, please send me this form so I can write this</p> <p>19 form and to send it to the scout. But he impatient and</p> <p>20 sends it last day. I don't like and he knows that I</p> <p>21 don't like, because he knows that not organized and</p> <p>22 (inaudible) just impatient.</p> <p>23 Q. So how then is one e-mail feasible if he needs to</p> <p>24 inform you of all these things?</p> <p>25 (Interpreter translated for Ms. LaBrie.)</p>	<p style="text-align: right;">220</p> <p>1 THE COURT: This is Plaintiff's Exhibit?</p> <p>2 MS. BELL: 14, Your Honor.</p> <p>3 MR. NOWAK: Objection, Your Honor.</p> <p>4 THE COURT: Well, first let me --</p> <p>5 (Parties are talking over one another.)</p> <p>6 MR. NOWAK: Read it to yourself.</p> <p>7 THE COURT: All right, now. What is it by</p> <p>8 the way?</p> <p>9 MS. BELL: It's her admitting that she's</p> <p>10 overwhelmed and can't get the homework done.</p> <p>11 THE COURT: What is it?</p> <p>12 MS. BELL: An e-mail between the parties.</p> <p>13 THE COURT: An e-mail between the parties,</p> <p>14 thank you. All right, what is the objection?</p> <p>15 MR. NOWAK: It's prior to the consent order.</p> <p>16 THE COURT: It's okay, if it's after May, it</p> <p>17 comes in; if it's before May, it stays out.</p> <p>18 MS. BELL: I will stand corrected. I</p> <p>19 thought this was November.</p> <p>20 THE COURT: Okay.</p> <p>21 MS. BELL: And what was the date of our</p> <p>22 order?</p> <p>23 THE COURT: May 14th, 2021.</p> <p>24 Q. When you disagreed with Mr. LaBrie on how much</p> <p>25 homework should be assigned, what efforts have you made</p>
<p style="text-align: right;">219</p> <p>1 A. I am thinking if Mr. LaBrie would think about how</p> <p>2 to help more together and how to be more, not to be a</p> <p>3 danger for me, because this is enough for one e-mail a</p> <p>4 day.</p> <p>5 Q. You want one a day. So you admit to not being</p> <p>6 able to complete homework for the girls because there</p> <p>7 are too many other activities for them, is that correct?</p> <p>8 A. Yes.</p> <p>9 Q. And how often do you fail to get the homework</p> <p>10 completed because of the activities?</p> <p>11 (Interpreter translated for Ms. LaBrie.)</p> <p>12 A. Any time, Tuesday, Friday, another week,</p> <p>13 Thursday, Friday, Saturday, sometimes. Sometimes I have</p> <p>14 to finish Mr. LaBrie's work because he wouldn't e-mail</p> <p>15 and say, I'm giving for the children for extra</p> <p>16 curriculum activity but you have to finish their of</p> <p>17 homework. I said, no, this is not work. You put a lot</p> <p>18 of stuff on me. You change the class and everything and</p> <p>19 now again he's doing it (inaudible) another program for</p> <p>20 the children because he was frustrated.</p> <p>21 Q. Ms. LaBrie, I am handing you what has been marked</p> <p>22 Plaintiff's Exhibit Number 14 and can you read the first</p> <p>23 two sentences?</p> <p>24 A. Excuse me, it very small, I have problem with</p> <p>25 eyes.</p>	<p style="text-align: right;">221</p> <p>1 to try to resolve that?</p> <p>2 (Interpreter translated for Ms. LaBrie.)</p> <p>3 A. I want to be very honest, because Mr. LaBrie any</p> <p>4 time try to get Court and complain about my homework</p> <p>5 with the children and all to make it worse, he has</p> <p>6 problems with Mr. Singer that he wanted full custody and</p> <p>7 blah, blah, blah, these things, but any time for me not</p> <p>8 important, if the homework was not get in his custody, I</p> <p>9 can get in my house. The problem is not in what kind of</p> <p>10 house is homework, the problem is how we can resolve</p> <p>11 this is problem and resolve everything for the children,</p> <p>12 not hide it and not to demonstrate who is more good in</p> <p>13 the homework or who is more bad. It very good thing is</p> <p>14 how we can resolve the problem and to help the children.</p> <p>15 And I if you have ambitious homework, D is Dad, M is</p> <p>16 Mom, he not given his custody and the children get in my</p> <p>17 custody, but I never complain to the Court, I don't want</p> <p>18 to complain about the homework, about the (inaudible),</p> <p>19 to resolve this is problem and to say, okay, today I</p> <p>20 don't have time, please Mr. LaBrie, please, Ms. Aurelia,</p> <p>21 do you want to do this , because last time was very hard</p> <p>22 for the children. Okay. I will too do. For</p> <p>23 Mr. LaBrie, no. He share any problems and he Ms.</p> <p>24 Aurelia is not do this, okay. I have check, e-mail to</p> <p>25 send to the Court. Ms. Aurelia not give. He's looking</p>

<p style="text-align: right;">222</p> <p>1 for problem.</p> <p>2 THE COURT: All right. Next question,</p> <p>3 please.</p> <p>4 BY MS. BELL:</p> <p>5 Q. What did you propose directly to Mr. LaBrie to</p> <p>6 resolve the homework problems?</p> <p>7 (Interpreter translated for Ms. LaBrie.)</p> <p>8 A. I propose he to be more understanding and to not</p> <p>9 looking for the problem, but to look for how we can help</p> <p>10 the children and to have the State want to show the</p> <p>11 State for fault. (Inaudible)</p> <p>12 Q. Wasn't it your testimony that the girls were</p> <p>13 doing worse in school?</p> <p>14 A. Excuse me?</p> <p>15 Q. Wasn't it your testimony that the girls were not</p> <p>16 doing well in school?</p> <p>17 A. Yes, right now they are not doing well in school</p> <p>18 because the class was change in February and Mr. LaBrie</p> <p>19 maybe was too much for him to do everything and he took</p> <p>20 a lot to show that he's really good father and the</p> <p>21 children were very destroyed, very tired and my time</p> <p>22 custody was limitation, was not 50/50. How, I did</p> <p>23 everything I did everything for the children. Granted I</p> <p>24 am not really strong, I am worried about them. I am</p> <p>25 worried. And you know why I am worried because</p>	<p style="text-align: right;">224</p> <p>1 MS. BELL: What number is that? Is that</p> <p>2 Eight? May I see Exhibit Eight?</p> <p>3 Q. I am going to ask you to read your response to</p> <p>4 that e-mail.</p> <p>5 A. Hi Larry, how possible to enroll Anya to another</p> <p>6 school. The school informed me today Anya will start a</p> <p>7 new school on-line tomorrow. It is not his right to</p> <p>8 decide. It is very clear.</p> <p>9 Q. But did you know before the school started,</p> <p>10 that's the question.</p> <p>11 A. But I asked how is possible to enroll Anya to</p> <p>12 another school.</p> <p>13 Q. I am only asking if you knew before she had the</p> <p>14 school.</p> <p>15 A. I don't know, because this school send it to me,</p> <p>16 the school send it to me e-mail about Anya that she'll</p> <p>17 be in (inaudible.)</p> <p>18 Q. I am asking you if you knew in advance. That's</p> <p>19 the only question I am asking you. Did you know before</p> <p>20 the school started?</p> <p>21 A. I didn't know nothing, just the first day. I</p> <p>22 don't know. I don't remember.</p> <p>23 Q. If you know, was Anya taking piano during Covid?</p> <p>24 A. Excuse me?</p> <p>25 Q. Was Anya taking piano during Covid?</p>
<p style="text-align: right;">223</p> <p>1 Mr. LaBrie threw a lot of money for the Court, he give</p> <p>2 200 thousand dollars and --</p> <p>3 MS. BELL: Objection.</p> <p>4 THE COURT: Sustained. Wait for another</p> <p>5 question.</p> <p>6 Q. Isn't it true you knew before the girls were</p> <p>7 starting virtual learning that they were starting</p> <p>8 virtual learning?</p> <p>9 (Interpreter translated for Ms. LaBrie.)</p> <p>10 A. No, I am not say, because I don't know.</p> <p>11 Q. You weren't informed before Anya was to go to</p> <p>12 virtual learning that she was attending a new school?</p> <p>13 A. I don't understand.</p> <p>14 (Interpreter translated for Ms. LaBrie.)</p> <p>15 A. I don't remember if I know Anya alerts me about</p> <p>16 it because --</p> <p>17 Q. Not whether or not Anya informed you, did you</p> <p>18 know before virtual learning began that Anya was</p> <p>19 supposed to be in virtual learning?</p> <p>20 (Interpreter translated for Ms. LaBrie.)</p> <p>21 A. No, no, I didn't know about the, maybe wrote some</p> <p>22 e-mails, but I don't remember, I don't remember.</p> <p>23 Q. You testified that you had no idea.</p> <p>24 A. I don't know.</p> <p>25 (Background colloquy not audible.)</p>	<p style="text-align: right;">225</p> <p>1 A. During Covid, Anya, yes, she --</p> <p>2 (Inaudible. Parties talking over each other.)</p> <p>3 A. She did because was Covid.</p> <p>4 Q. When did she stop virtual piano?</p> <p>5 A. She's maybe spring time because Anastasia was</p> <p>6 stop. She starting to be impatient. But worse time was</p> <p>7 in the spring time where spring time was.</p> <p>8 Q. So for the purposes of continuity, why did you</p> <p>9 not permit her to attend virtually while in New</p> <p>10 Hampshire?</p> <p>11 A. Because Anya complain that it's very hard to do</p> <p>12 the virtual. (Inaudible.)</p> <p>13 Q. So you are saying she didn't complain for the</p> <p>14 year that she was in virtual learning, but for a few</p> <p>15 weeks in New Hampshire, that would have been a problem?</p> <p>16 A. If she complain me that she, it's very hard to do</p> <p>17 a lot in on-line, (inaudible.) And I know I played the</p> <p>18 piano. Piano, it's different, it's not math, it's not</p> <p>19 Grammar, it's (inaudible.)</p> <p>20 Q. My question is that from the time she left</p> <p>21 Maryland, which would have been 10-18 until this hearing</p> <p>22 until this Court makes its decision, for a handful of</p> <p>23 Thursdays that she might have missed piano, why wouldn't</p> <p>24 you allow her to learn virtually, given the fact that</p> <p>25 she had done it for a whole year prior to that?</p>

<p style="text-align: right;">226</p> <p>1 A. Because (inaudible) the teacher come to us right</p> <p>2 in the principal, this is piano school ask me, and ask</p> <p>3 who was in person because they had empty classes. And I</p> <p>4 say, okay, will be in Towson and Anya gets to be in</p> <p>5 person. (Inaudible) then the agreement was in virtual.</p> <p>6 And not hours of the classes of piano, because they</p> <p>7 (inaudible.)</p> <p>8 Q. Didn't Mr. LaBrie indeed try to continue those</p> <p>9 piano classes and you refused them?</p> <p>10 A. Continue where, in New Hampshire?</p> <p>11 Q. Yes, once he left for New Hampshire, didn't he</p> <p>12 request the ability to continue those piano classes for</p> <p>13 Anya?</p> <p>14 A. I request because I want first to be the school</p> <p>15 to finish it.</p> <p>16 Q. That's not the question. Did Mr. LaBrie try to</p> <p>17 continue those lessons?</p> <p>18 (Interpreter translated for Ms. LaBrie.)</p> <p>19 A. Yes, she would take some teacher to help Anya.</p> <p>20 (Interpreter translated for Ms. LaBrie.)</p> <p>21 Q. Didn't he try to continue with the same teacher</p> <p>22 virtually from New Hampshire?</p> <p>23 (Interpreter translated for Ms. LaBrie.)</p> <p>24 A. Teacher? No, I like to be in school to finish,</p> <p>25 she has two years to finish with the school (inaudible.)</p>	<p style="text-align: right;">228</p> <p>1 MS. BELL: Yes, Your Honor.</p> <p>2 THE COURT: All right. Is there any</p> <p>3 objection? Exhibit 15 will be admitted.</p> <p>4 (Plaintiff's Exhibit Number 15</p> <p>5 Was admitted into evidence.)</p> <p>6 Q. On each of the visits or each of the accesses</p> <p>7 that you had with the kids with Mr. LaBrie, he did pay</p> <p>8 to have the girls brought here or to bring them back, is</p> <p>9 that correct?</p> <p>10 A. For the tickets?</p> <p>11 Q. Yes, he paid for the tickets?</p> <p>12 A. Correct.</p> <p>13 Q. You indicated that you had all these problems</p> <p>14 with homework since February, 2021. You also testified</p> <p>15 that your problems with the schooling and problems with</p> <p>16 exchanges, which therapist did you reach out to consult</p> <p>17 them in helping with this process with the girls?</p> <p>18 A. I talked to the therapist. At first Ms.</p> <p>19 Zimmerman, maybe one year and from the conversation</p> <p>20 about when they come back to me and taking over,</p> <p>21 (inaudible.) Please work with Isabella, because --</p> <p>22 MS. BELL: I object to this, Your Honor. I</p> <p>23 gave the February 21st or February, 2021.</p> <p>24 THE COURT: Is this February of this year</p> <p>25 you had that conversation?</p>
<p style="text-align: right;">227</p> <p>1 I don't agree. How continue because teacher is here.</p> <p>2 Q. Ma'am, the question is did he offer to continue</p> <p>3 virtual lessons after he left for New Hampshire?</p> <p>4 (Interpreter translated for Ms. LaBrie.)</p> <p>5 A. He proposed to, he propose that he should take</p> <p>6 some teacher, this is his proposal.</p> <p>7 Q. Ma'am, the question is did he offer to continue</p> <p>8 the lessons virtually with the same school after he left</p> <p>9 so that Anya had the same teacher to continue with the</p> <p>10 same school?</p> <p>11 A. He wrote an e-mail because --</p> <p>12 Q. What was your response to his request?</p> <p>13 A. I don't remember.</p> <p>14 (Inaudible background talking.)</p> <p>15 Q. Let me help you. Wasn't it agreed that</p> <p>16 Mr. LaBrie is attempting the continuity of Anya's piano</p> <p>17 lessons?</p> <p>18 A. Okay.</p> <p>19 Q. And on the last page it said you indicated that</p> <p>20 he could not have this, you could not have Anya's piano</p> <p>21 lessons?</p> <p>22 MS. BELL: Your Honor, I'd ask that 15 be</p> <p>23 admitted.</p> <p>24 THE COURT: All right, I don't really know</p> <p>25 what it is. It's an e-mail between the parties?</p>	<p style="text-align: right;">229</p> <p>1 THE WITNESS: No.</p> <p>2 THE COURT: Then the question is from that</p> <p>3 point forward, have you spoken to the therapists about</p> <p>4 the problems you have observed in the two daughters?</p> <p>5 THE WITNESS: I am not, just one time I</p> <p>6 spoke with her about the letters.</p> <p>7 THE COURT: This is Isa's?</p> <p>8 THE WITNESS: Yes. Why did you decided to</p> <p>9 write the letters because the consent order (inaudible)</p> <p>10 She said, what things to know about the report? And she</p> <p>11 said, I am not interested in consent order.</p> <p>12 MS. BELL: Objection to what the therapist</p> <p>13 said.</p> <p>14 MR. NOWAK: Ms. Zimmerman testified she had</p> <p>15 no interest in the consent order.</p> <p>16 THE COURT: Exactly, okay. Why don't you</p> <p>17 ask another question? I think Ms. LaBrie has answered</p> <p>18 the conversation, there's been evidence of it earlier.</p> <p>19 Q. But you did not reach out, since February, 2021,</p> <p>20 you did not reach out about the problems Isabella was</p> <p>21 having in school?</p> <p>22 A. Problems in school?</p> <p>23 (Interpreter translated for Ms. LaBrie.)</p> <p>24 A. 2021, May, vacation, I never spoke.</p> <p>25 Q. That was not the question. The question was did</p>

<p style="text-align: right;">230</p> <p>1 you reach out to the therapist about the problems</p> <p>2 Isabella was having in school?</p> <p>3 A. She not talk to me what problems she has in</p> <p>4 therapy.</p> <p>5 Q. That was not the question whether or not there</p> <p>6 was a problem with the therapist.</p> <p>7 (Interpreter translated for Ms. LaBrie.)</p> <p>8 A. I said my therapy because I am going. (Inaudible)</p> <p>9 THE COURT: The question is did you speak to</p> <p>10 Ms. Zimmerman any time after February of this year about</p> <p>11 Isa's problems in school?</p> <p>12 THE WITNESS: No, no.</p> <p>13 THE COURT: Okay. You have answered the</p> <p>14 question. Next question.</p> <p>15 BY MS. BELL:</p> <p>16 Q. Did you talk to Anya's therapist for any purpose</p> <p>17 since this consent order in May of 2021, about the</p> <p>18 problems you were having with, about the problems Anya</p> <p>19 was having in school or the problems that you were</p> <p>20 having working with Mr. LaBrie on behalf of Anya?</p> <p>21 MR. NOWAK: Objection, compound question.</p> <p>22 THE COURT: Sustained.</p> <p>23 Q. Did you contact --</p> <p>24 A. I, Ms. Zimmerman --</p> <p>25 THE COURT: You have to wait for a question,</p>	<p style="text-align: right;">232</p> <p>1 percent, which is about the time of when the kids are in</p> <p>2 school, why wouldn't you agree to that schedule?</p> <p>3 MR. NOWAK: Objection. I don't understand</p> <p>4 the question.</p> <p>5 THE COURT: Sustained. Why don't you</p> <p>6 rephrase it?</p> <p>7 Q. You testified that you didn't believe the girls</p> <p>8 should only, well, let me rephrase. I think I am making</p> <p>9 it too difficult. Strike that.</p> <p>10 If the kids were to remain in New Hampshire and</p> <p>11 you were to have the kids for 30 percent or close to 30</p> <p>12 percent of the time, is that agreeable to you?</p> <p>13 A. I don't know.</p> <p>14 THE COURT: Next question.</p> <p>15 A. It's pretty hard.</p> <p>16 Q. You testified that when the girls were here over</p> <p>17 Thanksgiving period, that you had to rearrange your work</p> <p>18 schedule. Wasn't that your originally scheduled time</p> <p>19 frame anyway?</p> <p>20 A. For routine schedule, everyday.</p> <p>21 Q. Over Thanksgiving, Friday, from the 26th to the</p> <p>22 28th, you said that you had rearrange your work</p> <p>23 schedule. Wasn't that already your time scheduled with</p> <p>24 the girls?</p> <p>25 A. For this is a week, I mean before. This week, I</p>
<p style="text-align: right;">231</p> <p>1 Ms. LaBrie. Shorten it down.</p> <p>2 MS. BELL: Sure.</p> <p>3 Q. Did you contact Ms. Wrona in regards to any</p> <p>4 problems Anya was having in school after May of 2021?</p> <p>5 A. I feel some decision with Ms. Wrona, she very</p> <p>6 strict, she wanted to be (inaudible) and everything.</p> <p>7 And I said would be really good to work in something to</p> <p>8 take (inaudible) because sometimes we can do dumb</p> <p>9 things.</p> <p>10 THE COURT: All right. The question was did</p> <p>11 you speak to her about --</p> <p>12 THE WITNESS: Yes.</p> <p>13 THE COURT: You did, okay. Next question.</p> <p>14 Q. When did you speak to her?</p> <p>15 A. I spoke about this after it's very, very</p> <p>16 concerned about to be perfect in school, to be perfect</p> <p>17 in (inaudible) and she sometimes can't sleep at night.</p> <p>18 THE COURT: The question is when did you</p> <p>19 make that call or have that conversation?</p> <p>20 THE WITNESS: Was at first it might be in</p> <p>21 May after finish the school, yes.</p> <p>22 THE COURT: Okay. Thank you.</p> <p>23 Q. You testified that even if Mr. LaBrie currently</p> <p>24 had 70 percent of the time when the children are in</p> <p>25 school and you would still be able to have the kids 30</p>	<p style="text-align: right;">233</p> <p>1 mean before. This week I had to arrange, because we</p> <p>2 work, you know, and evening, I work in morning, I work</p> <p>3 sometimes in evening and if I am not a provider, she can</p> <p>4 come in evening, (inaudible) the company is asking me if</p> <p>5 you can't come today for this to work in the evening,</p> <p>6 when he need me because our job is jumping sometimes.</p> <p>7 And --</p> <p>8 MS. BELL: I am going to object.</p> <p>9 THE COURT: Ask another question. Make it</p> <p>10 tight.</p> <p>11 Q. Very specific, the weekend of Thanksgiving when</p> <p>12 you had the girls, did you schedule more work?</p> <p>13 A. I am not schedule work, no. I am not schedule</p> <p>14 this, I have to reschedule. I not say I have to</p> <p>15 reschedule work. It was before a number weeks when the</p> <p>16 children supposed to come and bring to our report.</p> <p>17 THE COURT: The question is on this past</p> <p>18 Thanksgiving, did you schedule work that week for</p> <p>19 yourself?</p> <p>20 THE WITNESS: Yes, I work.</p> <p>21 THE COURT: You did, okay. Did you hear the</p> <p>22 answer?</p> <p>23 MS. BELL: Yes.</p> <p>24 THE COURT: The answer is yes. Next</p> <p>25 question.</p>



<p style="text-align: right;">234</p> <p>1 Q. Let me go back to the homework. Did you talk,</p> <p>2 well, you texted a lot about the homework problem and</p> <p>3 the interaction between you and Mr. LaBrie. Did you</p> <p>4 talk to Anya's therapist about the interaction between</p> <p>5 you and Mr. LaBrie and how they affected the girls?</p> <p>6 MR. NOWAK: Objection.</p> <p>7 THE COURT: Overruled. Did you understand</p> <p>8 the question, Ms. LaBrie? Have you ever spoken to your</p> <p>9 therapists about the problems you and Mr. LaBrie have?</p> <p>10 THE WITNESS: Yes. (Inaudible.)</p> <p>11 MS. BELL: Nothing further.</p> <p>12 THE COURT: Okay. Next question. That's</p> <p>13 the end of cross.</p> <p>14 MS. BELL: Yes, Your Honor.</p> <p>15 THE COURT: Okay. Very good. Mr. Alcarese,</p> <p>16 you want to come closer or --</p> <p>17 MR. ALCARESE: I am okay here.</p> <p>18 CROSS EXAMINATION</p> <p>19 BY MR. ALCARESE:</p> <p>20 Q. Ms. LaBrie, you had testified that it would be</p> <p>21 best for the girls if you and Mr. LaBrie were in</p> <p>22 Maryland, correct?</p> <p>23 A. Yes.</p> <p>24 Q. Would it be best for the girls if both you and</p> <p>25 Mr. LaBrie were in New Hampshire?</p>	<p style="text-align: right;">236</p> <p>1 New Hampshire to visit the girl's school or the girl's</p> <p>2 town?</p> <p>3 MR. NOWAK: Objection, compound question.</p> <p>4 Q. Have you made any plans to go to New Hampshire to</p> <p>5 visit Sunapee Middle School?</p> <p>6 A. If the Court decided, yes, I would go.</p> <p>7 Q. As of now as we sit here today, since the girls</p> <p>8 have moved to New Hampshire in October, have you made</p> <p>9 any plans to go to New Hampshire to see, to visit the</p> <p>10 girl's school?</p> <p>11 A. I don't know because I have to arrange my job.</p> <p>12 Q. You had testified that you wanted the girls to be</p> <p>13 in, to participate in in-person schooling, correct?</p> <p>14 A. Yes.</p> <p>15 Q. So are you now satisfied that they are presently</p> <p>16 attending school in person?</p> <p>17 A. Yes, it's more, yes, it's more good for to be in</p> <p>18 person.</p> <p>19 Q. Okay. Do you accept -- strike that. Will it be</p> <p>20 acceptable to you for the girls to stay in New Hampshire</p> <p>21 if the girls want to stay in New Hampshire? The answer</p> <p>22 isn't on Mr. Nowak's --</p> <p>23 THE COURT: Let her answer.</p> <p>24 A. If they want, if they want. But we don't know if</p> <p>25 they want what he is saying because they are scared</p>
<p style="text-align: right;">235</p> <p>1 A. I don't understand.</p> <p>2 (Interpreter translated for Ms. LaBrie.)</p> <p>3 A. For me difficulty because I move in my life and</p> <p>4 now in the, I have church here, job here.</p> <p>5 THE COURT: Okay.</p> <p>6 THE WITNESS: I have good friends and my</p> <p>7 family is not here, you know.</p> <p>8 THE COURT: You don't have to explain it.</p> <p>9 Whatever the answer is, just tell Mr. Alcarese, is it</p> <p>10 yes, is it no?</p> <p>11 THE WITNESS: No, no, I could not.</p> <p>12 Q. Have you looked for a job in New Hampshire?</p> <p>13 (Interpreter translated for Ms. LaBrie.)</p> <p>14 A. I go back to New Hampshire? I am not because</p> <p>15 (inaudible.)</p> <p>16 Q. Because you are not what to move?</p> <p>17 (Interpreter translated for Ms. LaBrie.)</p> <p>18 SECOND INTERPRETER: Not available.</p> <p>19 THE COURT: Okay.</p> <p>20 Q. What kind of religion to you practice?</p> <p>21 (Interpreter translated for Ms. LaBrie.)</p> <p>22 A. Presbyterian.</p> <p>23 Q. And is that type of religion in New Hampshire?</p> <p>24 A. I am not familiar with church in New Hampshire.</p> <p>25 Q. Okay. Did you, have you made any plans to go to</p>	<p style="text-align: right;">237</p> <p>1 visits because they are not here very long.</p> <p>2 THE COURT: Why do you think they are scared</p> <p>3 to give an honest answer?</p> <p>4 THE WITNESS: Because their situation and</p> <p>5 state of mind is not (inaudible.) And I am trying to</p> <p>6 say that Anya very jealous and Mr. LaBrie influence on</p> <p>7 them is really with school and she said, one day when</p> <p>8 she come back to my house, she have wanting to cry and</p> <p>9 to share (inaudible) emotion feeling, and she, Mama,</p> <p>10 very hard for me to decide, to decide.</p> <p>11 THE COURT: Let her finish that answer. Let</p> <p>12 me follow up. You said that Anya is jealous. Jealous</p> <p>13 of who?</p> <p>14 THE WITNESS: Jealous of Mr. LaBrie because</p> <p>15 she said to me if my Dad want your friend and I don't</p> <p>16 want this to tell your friends -- (inaudible)</p> <p>17 MS. BELL: Let me renew.</p> <p>18 THE WITNESS: (Inaudible)</p> <p>19 THE COURT: Okay. I jumped in the middle of</p> <p>20 your cross examination, Mr. Alcarese.</p> <p>21 MR. ALCARESE: That's okay. Thank you.</p> <p>22 Q. Is it okay for the girls to travel in an airplane</p> <p>23 alone?</p> <p>24 A. Yes.</p> <p>25 Q. Okay. Who is that individual who has been, the</p>

<p style="text-align: right;">238</p> <p>1 woman that's been in this courtroom? She's currently</p> <p>2 not in here, but is that a friend of yours?</p> <p>3 A. It's my friend, yes.</p> <p>4 Q. What is her name?</p> <p>5 A. Excuse me?</p> <p>6 Q. What is her name?</p> <p>7 A. Shannon.</p> <p>8 Q. And has she ever met the girls?</p> <p>9 A. Excuse me?</p> <p>10 Q. Has she ever met the girls?</p> <p>11 A. We was in home school when I was marriage</p> <p>12 (inaudible) we met over there to get home school.</p> <p>13 THE COURT: Next question.</p> <p>14 Q. Have you ever tried to interfere with the girl's</p> <p>15 returning to New Hampshire?</p> <p>16 (Interpreter translated for Ms. LaBrie.)</p> <p>17 A. I spoke, I spoke about this.</p> <p>18 THE COURT: The answer is, what is your</p> <p>19 answer? Have you ever tried to keep the girls from</p> <p>20 going back to New Hampshire?</p> <p>21 THE WITNESS: Yes, I wanted to show the</p> <p>22 children that the consent, I said you have --</p> <p>23 THE COURT: Listen to the question. Have</p> <p>24 you ever tried to keep the girls from going back to New</p> <p>25 Hampshire?</p>	<p style="text-align: right;">240</p> <p>1 come back to Maryland for school?</p> <p>2 (Interpreter translated for Ms. LaBrie.)</p> <p>3 A. I would like them to continue in person.</p> <p>4 THE COURT: Okay. I think she, I don't</p> <p>5 think she understood the question. Why don't you repeat</p> <p>6 it?</p> <p>7 Q. Did you think that if you, if the children</p> <p>8 continued in school in person, that they would come back</p> <p>9 to Maryland when you, when they are unenrolled from the</p> <p>10 virtual program?</p> <p>11 A. No.</p> <p>12 MS. BELL: I believe she, he whispered to</p> <p>13 the client.</p> <p>14 MR. NOWAK: I didn't whisper. I talked to</p> <p>15 the Interpreter.</p> <p>16 MS. BELL: Thank you.</p> <p>17 BY MR. ALCARESE:</p> <p>18 Q. How would you describe your relationship with</p> <p>19 Wendy Zimmerman?</p> <p>20 A. My, I, Ms. Zimmerman had a very good relationship</p> <p>21 but after I (inaudible), she is part of Mr. LaBrie and</p> <p>22 Mr. LaBrie influence Ms. Zimmerman for Mr. LaBrie</p> <p>23 interests, because Mr. LaBrie wanted more custody. And</p> <p>24 this is for Mr. LaBrie, but for my question, when I</p> <p>25 talking to ask her, she doesn't want to work with the</p>
<p style="text-align: right;">239</p> <p>1 THE WITNESS: I'm not --</p> <p>2 THE COURT: So the answer is --</p> <p>3 (The Interpreter translated for Ms. LaBrie.)</p> <p>4 Q. Did you try and get the girls to stay here in</p> <p>5 Maryland?</p> <p>6 A. I think we covered that. No.</p> <p>7 (Interpreter translated for Ms. LaBrie.)</p> <p>8 THE INTERPRETER: I have never done it</p> <p>9 intentionally.</p> <p>10 Q. Did you have your friend try and encourage the</p> <p>11 girls to stay here in Maryland?</p> <p>12 A. I don't know.</p> <p>13 (Interpreter translated for Ms. LaBrie.)</p> <p>14 A. I don't know. I don't know.</p> <p>15 Q. Did your friend come over to your house one day</p> <p>16 just before the girls, just before you were supposed to</p> <p>17 get the girls to the airport?</p> <p>18 A. She come to my house and --</p> <p>19 Q. Did she try and encourage --</p> <p>20 A. She not try to come --</p> <p>21 Q. Okay.</p> <p>22 A. She tried to see, you are a Mom (inaudible), but</p> <p>23 not try, you can't stop the children.</p> <p>24 Q. Okay. Did you think if you unenrolled the</p> <p>25 children from the virtually learning that they would</p>	<p style="text-align: right;">241</p> <p>1 children.</p> <p>2 THE COURT: Next question.</p> <p>3 Q. Did homework cause conflict between you and your</p> <p>4 daughters?</p> <p>5 A. Homework?</p> <p>6 Q. Um-hum.</p> <p>7 A. Sometimes there is nothing conflict, but</p> <p>8 sometimes if they get finish it's not put, for example,</p> <p>9 for Anya, she (inaudible) and she want to say I will not</p> <p>10 do it today, I will do it tomorrow, not tomorrow, other</p> <p>11 day.</p> <p>12 THE COURT: Which of your daughters is that?</p> <p>13 THE WITNESS: Yes and I --</p> <p>14 THE COURT: Which one?</p> <p>15 THE WITNESS: Isabella.</p> <p>16 THE COURT: Isabella.</p> <p>17 THE WITNESS: And I had to show and to help</p> <p>18 her (inaudible) and to finish what she had to finish</p> <p>19 that day.</p> <p>20 THE COURT: Okay.</p> <p>21 Q. Did you your daughters talk to you every day, now</p> <p>22 that they are in New Hampshire, on the telephone?</p> <p>23 A. Yes. I talk with Anya in some months and because</p> <p>24 they need to buy the forms for each children, I wanted</p> <p>25 the teacher to help the form because now they are bigger</p>

<p style="text-align: right;">242</p> <p>1 and (inaudible) reservations and take one because I want</p> <p>2 the order form in summer and for softball and summer, I</p> <p>3 can stick with (inaudible) because Mr. LaBrie not get</p> <p>4 done how the children would stick with math and</p> <p>5 vacation. And I put everything ask for the form first</p> <p>6 because I (I audible), Mr. LaBrie told the children to</p> <p>7 stick with me on the car, and I found it not working,</p> <p>8 not working. Isabella (inaudible). She doesn't have</p> <p>9 any bond to give Anya but Mr. LaBrie not for Anya was</p> <p>10 waiting. Anya has problems with this, she's crying</p> <p>11 right now because she said, Mama, why you work for</p> <p>12 Isabella and why you not work for me. (I audible.)</p> <p>13 Mr. LaBrie just write now a form before court.</p> <p>14 Q. So now girls have friends that can communicate</p> <p>15 with you, is that correct?</p> <p>16 A. Yes.</p> <p>17 THE COURT: Thank you, next question.</p> <p>18 Q. What position do the girls play in softball?</p> <p>19 A. What position?</p> <p>20 (Interpreter translated for Ms. LaBrie.)</p> <p>21 A. It's any kind of different position.</p> <p>22 Q. Do they have a favored position? Does Anya have</p> <p>23 a favorite position?</p> <p>24 (Interpreter translated for Ms. LaBrie.)</p> <p>25 A. She like to -- (speaking in Rumanian)</p>	<p style="text-align: right;">244</p> <p>1 (Interpreter translated for Ms. LaBrie.)</p> <p>2 A. Yes, they do, yes.</p> <p>3 Q. What are some of the badges that Anya has earned?</p> <p>4 A. (I audible answer.) I don't remember.</p> <p>5 Q. And what about Isa?</p> <p>6 A. I don't know. She showed me that she (inaudible)</p> <p>7 for something to do and they get some college and</p> <p>8 scholarship. I know.</p> <p>9 Q. This summer did you refuse to hand over one of</p> <p>10 your daughter's passports to Mr. LaBrie?</p> <p>11 A. I not refuse, but I was concerned about it</p> <p>12 because he wanted to go Canada and in Canada, this was</p> <p>13 courts for some people in America not allowed to come</p> <p>14 here I told why should I give passport because would be</p> <p>15 court (inaudible.)</p> <p>16 THE COURT: All right.</p> <p>17 Q. It wasn't until after Mr. LaBrie filed something</p> <p>18 with the Court that you handed over the passport,</p> <p>19 correct?</p> <p>20 A. Yes. They are staying with Mr. LaBrie</p> <p>21 (inaudible.)</p> <p>22 Q. How do you know that your daughters complained</p> <p>23 about you?</p> <p>24 A. What?</p> <p>25 (Interpreter translated for Ms. LaBrie.)</p>
<p style="text-align: right;">243</p> <p>1 THE INTERPRETER: She would like to throw</p> <p>2 the ball. She wants the position to require ball</p> <p>3 throwing.</p> <p>4 Q. And what about Isa?</p> <p>5 A. It same.</p> <p>6 Q. Same?</p> <p>7 A. Yeah, but I sabella like more baseball.</p> <p>8 Q. Okay. Do they play soccer?</p> <p>9 (Interpreter translated for Ms. LaBrie.)</p> <p>10 A. Anya likes that.</p> <p>11 Q. And what position does she play in soccer?</p> <p>12 A. (Answered in Rumanian.)</p> <p>13 THE INTERPRETER: I can't know answer</p> <p>14 because you know she like to run after the ball, but I</p> <p>15 can't say what position she's in.</p> <p>16 Q. Okay. What do they do in scouts?</p> <p>17 A. Anya was leader after maybe I sabella was leader</p> <p>18 in scouts.</p> <p>19 (Witness speaking in Rumanian and parties</p> <p>20 talking over one another.)</p> <p>21 A. Involving something which they need for the</p> <p>22 mountains, food, they learn responsibility--</p> <p>23 Q. Do they earn any --</p> <p>24 A. How to be safe in the forest.</p> <p>25 Q. Do they earn any badges?</p>	<p style="text-align: right;">245</p> <p>1 A. I don't know, I don't know about that they</p> <p>2 complain about me.</p> <p>3 Q. Okay. I thought your testimony was that they</p> <p>4 complain about you.</p> <p>5 (Interpreter translated to Ms. LaBrie.)</p> <p>6 A. About the, about the homework.</p> <p>7 Q. So they complained?</p> <p>8 A. They complained to you.</p> <p>9 Q. How do you know that?</p> <p>10 A. They said to me that they, one time they said</p> <p>11 that they said that I (inaudible), that maybe Anya, she</p> <p>12 said I said bad things but it was not bad things.</p> <p>13 Maybe, I don't know.</p> <p>14 MR. ALCARESE: I have no further questions.</p> <p>15 THE COURT: All right.</p> <p>16 REDIRECT EXAMINATION</p> <p>17 BY MR. NOWAK:</p> <p>18 Q. How far ahead do you set your work schedule?</p> <p>19 (Interpreter translated for Ms. LaBrie.)</p> <p>20 A. 15 minutes.</p> <p>21 Q. How far ahead do you set your weekly schedule for</p> <p>22 a day's work?</p> <p>23 (Interpreter translated for Ms. LaBrie.)</p> <p>24 A. For example, the report some hours to work and</p> <p>25 sometimes I have to go to another client with emergency</p>

<p style="text-align: right;">246</p> <p>1 and I continue to work at another house, another client.</p> <p>2 I don't know, sometimes --</p> <p>3 Q. Since October 18, 2021, when Mr. LaBrie took the</p> <p>4 children out of state, have you been certain as to when</p> <p>5 you would see them again?</p> <p>6 (Interpreter translated for Ms. LaBrie.)</p> <p>7 A. No, no.</p> <p>8 Q. Now, now, that the children are back in in-person</p> <p>9 learning at their Baltimore County public schools, are</p> <p>10 you pleased with that?</p> <p>11 (Interpreter translated for Ms. LaBrie.)</p> <p>12 A. Da, yes.</p> <p>13 Q. And there is a question about the virtual</p> <p>14 learning program. Did Mr. LaBrie have any authority to</p> <p>15 enroll the children in virtual learning when he did it?</p> <p>16 (Interpreter translated for Ms. LaBrie.)</p> <p>17 A. No.</p> <p>18 Q. And so he never should have done it, right?</p> <p>19 A. No.</p> <p>20 Q. And if, Plaintiff's Exhibit Eight, if I have it</p> <p>21 here, (inaudible). Thank you. Now, you were asked</p> <p>22 about the e-mail of October 5th, 2021 in regard to</p> <p>23 whether Mr. LaBrie had notified you not prior to</p> <p>24 applying but prior to the children starting, when did</p> <p>25 Mr. LaBrie apply to have the children put in virtual</p>	<p style="text-align: right;">248</p> <p>1 A. Yes.</p> <p>2 Q. Is that what your complaint was in that e-mail?</p> <p>3 A. Yes, October 9, September 9, yes. I discarded</p> <p>4 most of that in October.</p> <p>5 Q. Do you think that it was fair to the children for</p> <p>6 Mr. LaBrie to do all this education changes behind your</p> <p>7 back?</p> <p>8 A. I don't know, maybe.</p> <p>9 (Interpreter translated for Ms. LaBrie.)</p> <p>10 A. Yes, I thinking this was not correct and it makes</p> <p>11 the family and children.</p> <p>12 Q. And Mr. LaBrie didn't have to change the</p> <p>13 children's school; they could have stayed here in</p> <p>14 in-person learning while he went to New Hampshire,</p> <p>15 right?</p> <p>16 A. Yes, yes.</p> <p>17 Q. Is it your understanding that it was Mr., it was</p> <p>18 voluntary for Mr. LaBrie to move to New Hampshire?</p> <p>19 Nobody forced him to do it, right?</p> <p>20 A. Yes.</p> <p>21 MR. NOWAK: No further questions, Your</p> <p>22 Honor.</p> <p>23 THE COURT: All right. Thank you very much,</p> <p>24 Ms. LaBrie. You can step down. And no further evidence</p> <p>25 Mr. Nowak?</p>
<p style="text-align: right;">247</p> <p>1 learning?</p> <p>2 A. I don't know.</p> <p>3 Q. In that e-mail, what did you learn?</p> <p>4 (Interpreter translated for Ms. LaBrie.)</p> <p>5 A. I do not change Anya's school, she's still --</p> <p>6 Q. What did you write at the top? Put your glasses</p> <p>7 on if you can't see.</p> <p>8 A. Holiday, how move Anya to another school? This</p> <p>9 cause that Anya would stop the new school from my</p> <p>10 (inaudible).</p> <p>11 Q. What was the cause of that e-mail? What is the</p> <p>12 date on the paper?</p> <p>13 A. It's ten-four.</p> <p>14 Q. October four?</p> <p>15 A. Yes.</p> <p>16 Q. Go to the top of that page, the top of the page</p> <p>17 that's right in front of you. Is that an e-mail from</p> <p>18 you on October fifth to Mr. LaBrie?</p> <p>19 A. Yes.</p> <p>20 Q. Okay. And what are you saying to him there?</p> <p>21 THE COURT: I can read it as to what she</p> <p>22 said.</p> <p>23 Q. It said that the application for virtual learning</p> <p>24 was submitted on September nine, but he didn't notify</p> <p>25 you until October, right?</p>	<p style="text-align: right;">249</p> <p>1 MR. NOWAK: No, Your Honor.</p> <p>2 THE COURT: Okay. That will close the</p> <p>3 record and the evidence here. It's now 4:25. I will</p> <p>4 give, I am going to take five minutes, come back and</p> <p>5 I'll give the parties ten minutes to sum up and then</p> <p>6 I'll try to come to a ruling and we can help the folks</p> <p>7 and these girls move on.</p> <p>8 MR. NOWAK: Your Honor, I would just make</p> <p>9 sure that it's clear that the financial aspects have not</p> <p>10 been resolved.</p> <p>11 THE COURT: They have not. All the</p> <p>12 financial aspects that have been raised in these</p> <p>13 pleadings that were identified earlier are preserved and</p> <p>14 after today, we'll get another date whenever we can fit</p> <p>15 that in to address those. So it hasn't been lost.</p> <p>16 All right. We'll go off the record at this</p> <p>17 time.</p> <p>18 (A recess was taken after which the</p> <p>19 following took place.)</p> <p>20 THE COURT: We are back on the record in</p> <p>21 LaBrie versus LaBrie. The parties and counsel are at</p> <p>22 the trial tables and I'm ready to hear the summation of</p> <p>23 counsel. It's now 4:25 and, Ms. Bell, you can go first.</p> <p>24 I'll give you ten minutes and I'll raise a flag when the</p> <p>25 ten minutes is up.</p>

<p style="text-align: right;">250</p> <p>1 MS. BELL: Today is a more difficult day, we  2 are here for the girls. We are brought before this  3 Court. Mr. LaBrie chose to voluntarily to move to New  4 Hampshire. I believe the Defendant wanted to make it  5 look like a huge conspiracy to make it look like it was  6 inaudible) but it's simply not the case. Mr. LaBrie, as  7 the Defendant testified, apparently like to move  8 throughout his life, so that would only go (inaudible) a  9 preplanned conspiracy. He had an opportunity to make 25  10 percent, which is substantial regardless of how much  11 they are making in a state that was going to be very  12 favorable in terms of income tax and that sort of thing  13 where it's a benefit substantially better for money.  14 This is a man who had arguably dedicated every day with  15 his wife and daughters. He's been a coach, he's been a  16 scout leader. He has devoted pretty much everything to  17 them and any move that he made he put into (inaudible.)  18 Did he do everything perfectly in this  19 process, probably not and I think the Court will find  20 that not every step was perfect. Did he do anything  21 intentionally? No. I would argue that anything he did  22 was in the intent and furtherance ultimately for the  23 girls. Should he have talked to Ms. LaBrie about this?  24 I think yes. Could he have done that? They have such a  25 difficult time, they can't even get along for the week,</p>	<p style="text-align: right;">252</p> <p>1 that's not even involving any conspiracies or anything  2 like that, it's just --  3 MS. BELL: I can only think he perceived  4 that to be more traumatizing with the girls. The girls  5 never wanted to live more with Mom than Dad. They don't  6 want to live more with Mom than Dad, but to leave them  7 here while it would have perhaps promoted more stability  8 in school. But we can look more with hindsight.  9 THE COURT: It wouldn't take Nostradamus to  10 figure out that that was going to be pretty disruptive  11 to the girls by taking them into an entirely different  12 school system and with all the uncertainties up there,  13 that wasn't hard to anticipate.  14 MS. BELL: Your Honor, he truly believed  15 that if the girls remained in Baltimore County and he  16 wasn't violating the order. The order said that they  17 have to remain in Baltimore County schools, he was  18 trying to have them attend virtually, which frankly  19 wasn't much different than most of what happened with  20 the girls last year. It was that discontinuity and the  21 same programs that they were in, essentially, the same  22 types of classes and that sort of thing, there would  23 have remained that level of continuity, and he literally  24 believed he was following that, at least he may say the  25 letter of the law, I would say the spirit of the law</p>
<p style="text-align: right;">251</p> <p>1 so this is just a situation where these two couldn't sit  2 down and talk it out.  3 As you see from the beginning if you look at  4 the pleadings or the way he's trying to say in that  5 pleading, I don't want to take the girls away, I want  6 what I can do to make sure you have equitable time, the  7 more time that you have and I'll bear the burden of the  8 finances for the transportation. It was never taking  9 them away, you can have one weekend every three months.  10 It was only an effort to try and not necessarily a  11 resolution, but literally, he put what he did and to  12 tell the Court ahead of time since he thought was  13 reasonable. It was never moving with them was not  14 unreasonable. He always said that I want them to be  15 part of my life. He didn't want to take the girls away  16 from their Mom but he was definitely trying to figure  17 out the way they could have similar time to what they  18 have now.  19 THE COURT: Let me ask you a question, Ms.  20 Bell. Why couldn't, I guess he could have, but why  21 didn't Mr. LaBrie simply leave the girls here, go up,  22 establish whatever he needed to establish in New  23 Hampshire and then come down to address the proposed  24 move that would have permitted them to continue in their  25 education without being uprooted and taken to, and</p>	<p style="text-align: right;">253</p> <p>1 which is if you are still in Baltimore County doing what  2 I chose in the court order, I am still following what  3 the court decided and the Court will decide in December.  4 If the children are to come with me in New Hampshire,  5 then we literally move them. He didn't formally put  6 them in a school to begin active learning with  7 accreditation until after Ms. LaBrie stepped. I don't  8 want to necessarily blame her for taking any action,  9 certainly, when we were only weeks out from coming to  10 this hearing, leaving them in virtual school could not  11 have been that disruptive. I would argue it was her  12 tactic to then force his hand.  13 The bottom line is if he had left them here,  14 Your Honor, they would have been traumatized. They  15 don't want to live with Mom; he never wanted to leave  16 them primarily with Mom. It's already been testimony in  17 the past in regard to their fear that Mom would take  18 them, and I believe even in Mr. Alcaresese's opening,  19 there was some concern they wouldn't be returned. So I  20 believe that he truly took them to New Hampshire because  21 he believed it was the best decision for them despite  22 the disruption. He would have waited for the school,  23 whether it was the first school that he chose, something  24 virtual, it was always good that the girls could  25 maintain something from both households and he could</p>

1 assist them until this Court made a ruling. He was  
2 only, I believe, forced, to use that word, to make a  
3 decision at that point and he did choose New Hampshire.

4 I'm going to pick up on something I felt was  
5 really important that Ms. Wrona brought up which is her  
6 experience when the parents came in was that Anya was  
7 close to Dad, snuggling up to Dad and distanced her Mom.  
8 But I think that sums up a lot of again of why  
9 Mr. LaBrie is making the decision. There has been  
10 reported and cast aside as always been (inaudible) just  
11 not the same level of marked closeness and the girls  
12 relationship with Mom. No question they love her but  
13 there remains animosity in both relationships with the  
14 Mom. And so Mr. LaBrie has to be cognizant of this and  
15 has to make decisions that continue to promote the  
16 better, the best welfare. If that is to stay in  
17 Maryland, we can't really evaluate that at this point.  
18 It's not before the Court. I would certainly argue  
19 there has been material change. The consent order as it  
20 stands cannot remain and that should it benefit the  
21 children, it has to be changed but we have to move  
22 forward from there.

23 I am also going to bring a little bit of the  
24 divisiveness of Mrs. LaBrie. Ultimately, my client may  
25 have been accused of such things but something simple to

1 come in and say you should be with contempt because our  
2 daughter is not going to piano lessons. He tried. That  
3 is part of the extra curricular activities --

4 THE COURT: I didn't get that as being the  
5 thrust of the petition. That may have been one of the  
6 details.

7 MS. BELL: It's a point, Your Honor,  
8 certainly not the thrust. But specific to that to show,  
9 not even said not just put them in the here, he  
10 ultimately did that to be complaint but he tried to  
11 continue them in the school in which she was in, which  
12 again for over a year she was in the remote learning  
13 anyway. A few more weeks rather than rejecting it, he  
14 was trying to act in the best interests of the girls,  
15 whether it was school or piano lessons, Mr. LaBrie was  
16 trying to provide continuity in restoring piano lessons.  
17 Ms. LaBrie said, no, if we are not following the order  
18 exactly the way it stands, we are not following it at  
19 all. And it doesn't matter that Anya misses her  
20 lessons, I don't want them virtually. It doesn't matter  
21 they missed school and you take and put them in the  
22 another school. It's either this way or no way where  
23 again Mr. LaBrie was trying to make an avenue to give  
24 this Court the opportunity to make a decision and try to  
25 the keep things as status quo as possible, given his

1 move.

2 The girls remain in scouts, they are not  
3 missing that. To be held in contempt, that would make  
4 no sense. Did he move the troop? He did. He was the  
5 scout leader and my understanding was that he testified  
6 (inaudible.) I don't know exactly what that means but  
7 that means people aren't here.

8 I think this is challenging for my client,  
9 obviously, challenging for Ms. LaBrie, and I don't  
10 relish the choice that you have before Your Honor, it's  
11 a difficult one. But at the end of the day, the girls  
12 made a preference earlier this year, they expressed  
13 their preference again and it's not to be without Mom,  
14 it's just to primarily be with Dad. Regardless who did  
15 what, the bottom line is they wanted to be with Dad  
16 earlier this year, they want to be with Dad primarily  
17 now. They have made the transition that's already  
18 happened; another transition would only compound the  
19 problem. They made the transition to a new school, they  
20 have skiing, they have scouts, Anya has piano still, Dad  
21 did ultimately, I guess, not change their pedestrian.  
22 He can't be held in contempt for something he hasn't  
23 really done. He hasn't made a change at this point.  
24 These are decisions pending this Court's decision that  
25 will, you know, force him to pick and choose everything

1 for the girls as he has always done that along the way.  
2 He's prepared to do that.

3 I am asking this Court to find him in not  
4 contempt. Even though he made changes to the school,  
5 ultimately, it was not meant to remove the girls from  
6 Baltimore County schools. That actually hasn't been  
7 done yet. So while there is been some confusion.

8 THE COURT: Isn't that a pretty thin  
9 argument? I don't mean to be smart aleck. For all  
10 practical purposes, he took the girls to New Hampshire  
11 with the intent of enrolling in there, he did enroll  
12 them there, it was only because of certain procedures or  
13 logistical problems that he had to come back and try to  
14 re-enroll them in Baltimore County and it's a matter of  
15 fact. However, what you said, it was his intent to move  
16 himself and the girls to New Hampshire.

17 MS. BELL: I don't argue that that was the  
18 intent. He did not enroll them, Your Honor,  
19 respectively. The time line doesn't reveal nor does the  
20 evidence that he enrolled them in New Hampshire before  
21 trying to enroll them. He enrolled them in a virtual  
22 learning program that was not in New Hampshire and then  
23 Ms. LaBrie had them removed from that. And then he made  
24 the steps for Baltimore County. He did not enroll them  
25 in a brick and mortar school or a virtual school in New

<p style="text-align: right;">258</p> <p>1 Hampshire. He was trying to find a route to keep the</p> <p>2 girls from, well, have them in a virtual program that</p> <p>3 would have reported at the same time with both parents</p> <p>4 until this Court made a decision. I mean, that is</p> <p>5 removing to New Hampshire barring a modification, he's</p> <p>6 ultimately seeking that, but he did not move, he did not</p> <p>7 move their schools.</p> <p>8 THE COURT: Well, what's their relationship</p> <p>9 with Sunapee now? They were already in those but I</p> <p>10 thought the testimony was that they are now ready to</p> <p>11 fully engage with the school, that they have joined the</p> <p>12 ski team?</p> <p>13 MS. BELL: That was only after Baltimore</p> <p>14 County was no longer available unless he brought them</p> <p>15 back.</p> <p>16 THE COURT: Okay.</p> <p>17 MS. BELL: He didn't make that choice, he</p> <p>18 was trying to get, leave them in a situation until this</p> <p>19 Court made the decision.</p> <p>20 THE COURT: Okay.</p> <p>21 MS. BELL: I'd argue that he, again, I</p> <p>22 believe he was trying to follow the spirit of the law to</p> <p>23 the extent that he didn't believe the letter of the law</p> <p>24 was practical. But there is nothing in this Court's</p> <p>25 ruling or in the consent order that said virtual school</p>	<p style="text-align: right;">260</p> <p>1 up. I interrupted --</p> <p>2 MS. BELL: In sum, Your Honor, I will wrap</p> <p>3 it up. I'd ask you find a material change in</p> <p>4 circumstances based on Mr. LaBrie's employment and his</p> <p>5 move and it ultimately benefits the girls, that you</p> <p>6 would award him primary physical custody. And I am</p> <p>7 going to word the rest of his request in my own language</p> <p>8 and say with a generous schedule for Mom, never a power</p> <p>9 move to even cut her time. That has, I think it's nine</p> <p>10 days out of every 14. It may not be capable of giving</p> <p>11 Mom five days every two weeks. Dad's made a plan, he</p> <p>12 asked the Court to accept that one weekend every three</p> <p>13 weeks at his expense for the transfer. It obviously has</p> <p>14 to be cooperation with Mom to do the picking up from the</p> <p>15 airport and such. And it also requires some cooperation</p> <p>16 as the girl's schedule increases, it may not be able to</p> <p>17 set the date and say, every third weekend, it may have</p> <p>18 to be --</p> <p>19 THE COURT: Who determines that?</p> <p>20 MS. BELL: Well, gosh, if only we could have</p> <p>21 a parenting coordinator and that was heard in my</p> <p>22 client's testimony he wished that. I don't know if we</p> <p>23 can engage Mr. Alcarese for the rest of his life.</p> <p>24 THE COURT: Because it strikes me as an</p> <p>25 exception maybe about as big as New Hampshire itself.</p>
<p style="text-align: right;">259</p> <p>1 was not okay or that home schooling was not okay and</p> <p>2 that they were in either one of those in Baltimore</p> <p>3 County, he wouldn't have been violating it and, indeed,</p> <p>4 he didn't remove them because he said it was his</p> <p>5 suggestion that at least for the two days that they came</p> <p>6 back. As confusing as all that is. So I would ask that</p> <p>7 this f missing extra curriculums, not in contempt of</p> <p>8 moving the girls school.</p> <p>9 And the contrast we have, Mom, who is late,</p> <p>10 ultimately, doesn't care. We have an e-mail that says,</p> <p>11 yeah, I can't finish homework this time that you are</p> <p>12 sending me and I can't do it because there's too many</p> <p>13 activities. An admission that of incapability with</p> <p>14 these girls schedule to her only find her to be</p> <p>15 guiltier. They are 13, their schedules aren't slowing</p> <p>16 down, so if Mom can't accommodate the homework now in</p> <p>17 her access time, how is she doing it if she's the</p> <p>18 primary parent. Mom who, as Mr. Alcarese questions,</p> <p>19 doesn't know what positions her girls play, because</p> <p>20 she's not really engaged. Dad who is a coach, probably</p> <p>21 super coach, Dad who wants to be a girl scout leader and</p> <p>22 Mom, who jumps in on an occasion to spend a few bucks</p> <p>23 here and there or attend something. She's not actively</p> <p>24 engaged.</p> <p>25 THE COURT: All right. Why don't you wind</p>	<p style="text-align: right;">261</p> <p>1 MS. BELL: Yes.</p> <p>2 THE COURT: All right.</p> <p>3 MS. BELL: So, I am not quite sure, again, I</p> <p>4 don't think the attorneys want to be involved forever, I</p> <p>5 don't think they want to say that. So the until the</p> <p>6 girls are 18, so I am not sure exactly how we answer</p> <p>7 that. Again, unless there is some man in the middle</p> <p>8 that is able to make that decision and I am sure the</p> <p>9 Court doesn't want to be that decision maker --</p> <p>10 THE COURT: You are exactly right on that.</p> <p>11 MS. BELL: The other option is there is</p> <p>12 likely to be one or two therapists that are soon</p> <p>13 involved with these girls going forward. I believe</p> <p>14 Doctor Zimmerman still remains a therapist and I am sure</p> <p>15 Anya will have a new therapist, assuming, you know, that</p> <p>16 they are going to live in New Hampshire. Either way, I</p> <p>17 don't think Ms. Wrona is no longer the therapist, I</p> <p>18 don't know if they were here would continue. Certainly,</p> <p>19 I would argue therapists continue in that practice</p> <p>20 possibly. Again, I'd ask that this Court award my</p> <p>21 client permanent physical custody and not find him in</p> <p>22 contempt.</p> <p>23 THE COURT: Thank you, Ms. Bell. A little</p> <p>24 bit of housekeeping, you had identified Exhibit Number</p> <p>25 Four, as you said in your case, you never moved it in.</p>

<p style="text-align: right;">262</p> <p>1 It's a notification to, it was the January 12, 2020</p> <p>2 notification to Ms. LaBrie from Mr. LaBrie of the job</p> <p>3 offer he had received and intended to move there.</p> <p>4 MS. BELL: I certainly can, if the Court is</p> <p>5 willing.</p> <p>6 THE COURT: I am trying to clean things up.</p> <p>7 Any objection to that?</p> <p>8 MR. NOWAK: There is no objection to that.</p> <p>9 THE COURT: All right. Thank you. It will</p> <p>10 be admitted.</p> <p>11 (Plaintiff's Exhibit Number Four was</p> <p>12 received into evidence.)</p> <p>13 THE COURT: Okay. With that, Mr. Nowak, you</p> <p>14 are next and I try not to interrupt your presentation as</p> <p>15 much as I did Ms. Bell's.</p> <p>16 MR. NOWAK: I am happy to answer any</p> <p>17 questions you have, Your Honor, because it's a little</p> <p>18 bit confusing because Mr. LaBrie has done a lot in a</p> <p>19 very short amount of time. You have the May 14, 2021,</p> <p>20 this Court actually entered order in May 17, 2021, after</p> <p>21 almost three years of litigation that started in 2018,</p> <p>22 even after they had been divorced just prior to that.</p> <p>23 THE COURT: In 2017.</p> <p>24 MR. NOWAK: In '17 and litigation began in</p> <p>25 2016. And Mr. LaBrie has been the one that's been</p>	<p style="text-align: right;">264</p> <p>1 physical custody, it was very clear that their joint</p> <p>2 legal custody was dependent on them discussing decisions</p> <p>3 in advance and prior to having those discussions with</p> <p>4 the children.</p> <p>5 You may have heard that Mr. LaBrie said,</p> <p>6 unprompted, he said the girls were excited to move to</p> <p>7 New Hampshire before he even told them. That's his</p> <p>8 words. He said that. He told them on August 23rd, the</p> <p>9 morning when they went to lunch and then he said he</p> <p>10 e-mailed Ms. LaBrie. So he's already said, hey, I am</p> <p>11 moving to New Hampshire, girls, I'll worry about telling</p> <p>12 your Mom later. Under this consent order, he should not</p> <p>13 have had that conversation with the children at all.</p> <p>14 The whole purpose is to protect them, to shield them, to</p> <p>15 keep them from having this conflict. Mr. LaBrie put</p> <p>16 them dead center in it and then completely uprooted</p> <p>17 them. The purpose of the consent order was to keep them</p> <p>18 with their therapists, keep them with their pedestrian,</p> <p>19 keep them in their specific schools, keep them within 35</p> <p>20 miles of Reisterstown where they go to high school. The</p> <p>21 issue about having the better school district,</p> <p>22 Mr. LaBrie raised that in January, 2020; that is Exhibit</p> <p>23 Four, I believe it's Plaintiff's Exhibit Four. Schools</p> <p>24 and better school district, that's not a change in</p> <p>25 circumstances. Anybody can find a better school</p>
<p style="text-align: right;">263</p> <p>1 filing continuously to modify this prior marital</p> <p>2 settlement agreement, prior consent order and aspects of</p> <p>3 Your Honor's judgment of absolute divorce. This consent</p> <p>4 order, while not perfect, was a resolution, a finality</p> <p>5 for these girls to give them ample time with both</p> <p>6 parents. And one of the concerns then, and most of what</p> <p>7 we heard today are the same exact complaints and</p> <p>8 situations that we had prior to the May, 2021 order.</p> <p>9 Complaints about homework, well, the consent order,</p> <p>10 Mr. LaBrie has more school nights and he's able to do</p> <p>11 homework with the children. What we see though is even</p> <p>12 though he has that, he is Disney Dad. He's spending his</p> <p>13 time having fun with them while their grades decline.</p> <p>14 In the end of year Isabella and Anya went from honor</p> <p>15 students to having shaky grades last year and now even</p> <p>16 in their first marking period, where they were in-person</p> <p>17 and then moved to virtual, this is Mr. LaBrie's time to</p> <p>18 shine and he can't pull it together with the homework.</p> <p>19 Ms. LaBrie is and able to. She has a different</p> <p>20 parenting style when it comes to homework. Not sure the</p> <p>21 children are too pleased with the disciplinary with the</p> <p>22 homework, flash cards for a child, you know. They want</p> <p>23 to be on the computer or doing something teenagers might</p> <p>24 like to do besides their American history homework.</p> <p>25 But this order gave the parties shared</p>	<p style="text-align: right;">265</p> <p>1 district. These kids were honorable students until</p> <p>2 Mr. LaBrie basically messed with their education.</p> <p>3 This is two wrongs don't make a right.</p> <p>4 Mr. LaBrie put the kids in home schooling with this</p> <p>5 Enlightium Christian home school program without going</p> <p>6 through any of the required procedures that the school</p> <p>7 system requires. Ms. LaBrie found out, what do you</p> <p>8 expect her to do, she called this program, what is this</p> <p>9 program, who are you, hey, you have got to talk to me</p> <p>10 before you enroll the children. Mr. LaBrie then says,</p> <p>11 oh, well, I better put them in virtual learning,</p> <p>12 otherwise, my plan isn't going to work. I have to go to</p> <p>13 New Hampshire, but the children have to be involved in</p> <p>14 school. They are already in person. Ms. LaBrie wanted</p> <p>15 them in person. Mr. LaBrie had agreed to have them in</p> <p>16 person and then he concocts a reason, he goes to the</p> <p>17 therapists, had them write letters saying the children</p> <p>18 are anxious when they are in person. Now, when they are</p> <p>19 in New Hampshire, that doesn't matter any more. It's</p> <p>20 disingenuous is what it is. But the thing is that Ms.</p> <p>21 LaBrie then contacts the school and tries to find out,</p> <p>22 hey, there is an application for virtual learning</p> <p>23 submitted September nine. I am finding out October four</p> <p>24 that their virtual learning is going to happen. She</p> <p>25 tries to address it and then she contacts the school,</p>



<p style="text-align: right;">266</p> <p>1 it's the school that disenrolls the virtual learning  2 program because they are not eligible. Mental health  3 treatment is not, medical issues. That's what Ms.  4 LaBrie testified to.</p> <p>5 Then there is another home school program,  6 this Sandy Springs, I believe, which we look today for  7 information, Mr. LaBrie hasn't provide any documents to  8 show when he enrolled the children when in fact the  9 Sunapee was audit or actual enrollment. But the matter  10 is Ms. LaBrie is not part of any of these conversations.  11 He's just doing it and say, oh, before I started, I  12 address it to you. What do you expect a parent to do?  13 They are going to want to know where their children are  14 going to be in school. None of that needed to happened.</p> <p>15 Mr. LaBrie did not need to move to New  16 Hampshire. I find it suspect that there are no other  17 positions in the area that take the qualifications given  18 the number of hospitals within 35 miles of Reisterstown.  19 Now, he's done it; he's uprooted the children, he's  20 created conflict between Mom and him and the children to  21 the point where he's making Ms. LaBrie sign a document,  22 you will get the children to the airport. And girls, if  23 you are not going to get to the airport, call a friend,  24 call somebody, that is not the parenting. But  25 Mr. LaBrie is not arguing fitness, all of a sudden</p>	<p style="text-align: right;">268</p> <p>1 issue.</p> <p>2 MR. NOWAK: He missed ten days. He admitted  3 he missed ten days with Ms. LaBrie and he made  4 decisions, legal custody decisions, without going  5 through the protocols that we had laid out here. And  6 Your Honor can find him in contempt and you can also  7 modify this order to put additional controls there and  8 that would be giving Ms. LaBrie the tie breaking  9 authority for legal custody decisions, all of them, not  10 just religion that she has now, medical decisions and  11 for educational decisions. The parties already agreed  12 that the children would stay in this school. So that's  13 not a decision to be made. That's already been made by  14 them. Keep them here where we know what to expect. Ms.  15 LaBrie has a wonderful home, there is no complaints  16 about her getting the children to school, absences,  17 whatever. Mr. LaBrie opens a lot of unknowns. There is  18 this kind of Emerald City on the hill idea, but that's  19 totally speculative and it's not consistent with our  20 court order.</p> <p>21 Obviously, if one parent is going to have  22 the school, fine, and that's why I put in the calendars.  23 Normally, the best interests attorney puts in the  24 calendar, let's figure this out. In Baltimore County  25 there's lots of breaks that if the children stayed here,</p>
<p style="text-align: right;">267</p> <p>1 preference and which parent is warmer with the children,  2 those were the same facts we had before May of 2017.  3 That was the same exact complaint Mr. Alcarese was  4 brought on board to say what the children wanted, none  5 of that is in there.</p> <p>6 The question is what are we going to do  7 given we had a consent order that we thought was going  8 to operate for these children, which doesn't. It's  9 because Mr. LaBrie decided to make the change. He  10 really didn't need to sell his house. He could have  11 kept the children here until he has a decision. But  12 he's smart, he's an engineer; he's engineered the fact  13 that if the children are in New Hampshire, which they  14 are not settled in there at all. They got there in  15 October, they have missed ten days with Mom and this  16 argument that, well, it's 30 percent and 70 percent,  17 that's not the point. The consent order says on  18 Thursdays they are with Mom and then she has  19 (inaudible.)</p> <p>20 Now, what to do about it is a problem,  21 right? So now we have a situation where Ms. LaBrie  22 wants this order enforced. You should find Mr. LaBrie  23 in contempt. He's not paying the child support, he's  24 not --</p> <p>25 THE COURT: Well, we haven't reached that</p>	<p style="text-align: right;">269</p> <p>1 Your Honor can give Mr. LaBrie ample time. All their  2 extra curriculums are here. Ski team for one weekend is  3 not acclimated to New Hampshire. The boy scouts girl  4 scouts, that's here, Mr. LaBrie is not only the scout  5 master, I guess things are expungable that they can pick  6 them up, they can do scouts here. Whether or not Ms.  7 LaBrie knows the position in sports or, you know,  8 softball, that might have been a loss because she likes  9 to throw, I think that means pitcher. But regardless,  10 those extracurricular complaints were here prior to the  11 May, 2021 order, the piano, Ms. LaBrie does have  12 interest that Mr. LaBrie does not have, but we already  13 put in here the children would remain in their extra  14 curriculums, so why not keep them in their extra  15 curriculums here.</p> <p>16 So Mr. LaBrie had an opportunity to see the  17 children for long weekends, there's many three day  18 weekends in the Baltimore County calendar for the winter  19 holiday, that's easy, split Christmas and the rest of  20 the holiday goes to the parent that's away, so one year  21 you split Christmas morning, the other person gets the  22 rest of the holiday, the other year the other person  23 gets it, but then the person that's away gets that whole  24 holiday. Spring break. And then summer, lots of these  25 cases where we have people living apart, you have one</p>

<p style="text-align: right;">270</p> <p>1 week after school ends or one week before the school  2 begins, two weeks summer vacation, they are typical.  3 Thankfully, this isn't that far away. It is an hour and  4 a half plane ride or if Mr. LaBrie is willing, could pay  5 those costs, he certainly has enough money to do so, so  6 he's able to play a part in these girls lives even  7 thought he is all the way up in New Hampshire. It is a  8 place that has a poor housing market and apparently a  9 high cost of living at least in housing costs.  10 Now, the reverse would be that Mr. LaBrie  11 would have the children in school and in an unknown  12 school, a school that they are not acclimated to, they  13 are not attending, this is eighth grade, we don't know  14 what is next after that, but if Your Honor finds that  15 Mr. LaBrie should have the school period and Ms. LaBrie  16 should have those holidays, then we ask that you look at  17 the Sunapee school calendar. What is interesting about  18 the New Hampshire Sunapee school calendar that we put  19 into evidence, there is actually an extra opportunity  20 for visitation. And I am not conceding this point, Your  21 Honor, but I am giving Your Honor the option.  22 THE COURT: I appreciate that.  23 MR. NOWAK: There's winter break, there is  24 the holiday break, so at Christmas time there is a week  25 off. The children could be in Maryland. There is a</p>	<p style="text-align: right;">272</p> <p>1 You know, Mr. LaBrie may, I think, I think  2 he thinks he's doing what is right for the girls, but I  3 don't think he's really giving Ms. LaBrie enough credit  4 for what she is does for the girls and that is why  5 moving to New Hampshire, creating this situation is so  6 frustrating, especially when he didn't need to do it at  7 all. And going through that, you know, the custody  8 factors for the modification, Mr. LaBrie doesn't present  9 really any material change in circumstances other than  10 his move. That's the only change that he manufactured,  11 that he created. That's interests standards. There is  12 not dispute that Ms. LaBrie is not a fit parent to have  13 shared custody.  14 THE COURT: You don't have to go through all  15 the 21 factors.  16 MR. NOWAK: I certainly don't want to, but  17 Your Honor this is a situation where when you are  18 considering what has happened and occurred and why, it's  19 Mr. LaBrie making decisions to get to his end goal,  20 which is to get the children into in-person schooling in  21 New Hampshire and doing it behind Ms. LaBrie's back and  22 then has kind of the nerve to then point the finger at  23 her and say well, oh, you did this, you did that. What  24 do you expect? I give Ms. LaBrie credit for not keeping  25 the kids. I think she could be found in contempt for</p>
<p style="text-align: right;">271</p> <p>1 winter break at the end of February, that's different  2 than what Baltimore County has. Children can be in  3 Maryland. Then there is a spring break, also another  4 opportunity. There is three day weekend, I believe they  5 have, they have Martin Luther King day, civil rights day  6 or something, there is three days holidays and I think  7 either parent should have the ability to see the child,  8 children, with notice in the state they are in. But I  9 would also ask that Your Honor, since, if you are going  10 to revamp this consent order, do not include that extra  11 curriculums super supersede the regular schedule. You  12 have heard from Ms. LaBrie the problems that has caused  13 and the flexibility are, although it's an aspirational  14 goal in all these cases, I wish, if I had a job it would  15 be quite simple, but in this case, both or either  16 parties can use that not for the children's best  17 interests but to cause problems, more conflict. The  18 whole thing about the e-mail, there is no limit on the  19 number of e-mails. It's generally one e-mail.  20 Mr. LaBrie has taken that to say, oh, no more, I am not  21 going to send you any more. It's very frustrating.  22 It's the one case where I think the more communication,  23 the worst it is for these people, but this is how they  24 communicated prior to the last order too. So I don't  25 think that that's necessarily a change.</p>	<p style="text-align: right;">273</p> <p>1 keeping the kids here in Maryland, the problem is that  2 she is such a good person, that she doesn't pose a  3 problem, she didn't want to upset the children. She  4 complied with what Mr. LaBrie wanted until we got here  5 today. The children are in school today in their seats.  6 Keep them there, Your Honor. That's what we are asking  7 for.  8 THE COURT: All right. Thank you very much,  9 Mr. Nowak. Mr. Alcarese.  10 MR. ALCARESE: Thank you, Your Honor.  11 THE COURT: Speaking in the best interests  12 of your clients.  13 MR. ALCARESE: This is certainly one of  14 those extremely difficult situations in any family law  15 case but the focus remains the same, that's what's in  16 the children's best interests.  17 I do not condone at all what Mr. LaBrie did.  18 Mr. LaBrie does have his issues and problems with the  19 past decisions with communications with Ms. LaBrie.  20 However, Ms. LaBrie is not without fault either and has  21 her own problems and issues with communications and  22 decisions and things of that nature.  23 I will get right to it, the girls are  24 excited to be in New Hampshire and they have shared that  25 with me. They are on the ski teams. They have made</p>

<p style="text-align: right;">274</p> <p>1 friends in school. They have expressed a preference to  2 stay in New Hampshire. This corroborates the nature of  3 the therapists' testimony.</p> <p>4 Doctor Zimmerman, based on her observations,  5 said that when there would be a meeting between Isa and  6 the parents, that Isa would sit close to Mr. LaBrie,  7 Mr. LaBrie would put his arm around her in a fatherly  8 way and that she did not observe the same emotions  9 between Isa and her Mom. She also mentioned that Isa  10 expressed concern that Mom would not take them to the  11 airport and that there were back up plans to call a  12 friend in the event that occurred. We also had  13 testimony that Ms. LaBrie invited a friend over and that  14 friend tried to exert some influence on the girls about  15 how much their Mom misses them, I would call it a little  16 bit of a guilt trip so to speak.</p> <p>17 Ms. Wrona testified as to the relationship  18 between Anya and her father. There is a fondness for  19 him, it's a warmer relationship. It's fun. But she  20 said he's not perfect. However, with Ms. LaBrie, there  21 is more strife, Ms. LaBrie yells at her, says mean  22 things about her and that there's a clear preference for  23 Mr. LaBrie. And I will say both therapists did say that  24 each of the girls love both of their parents.</p> <p>25 This whole school situation was an absolute</p>	<p style="text-align: right;">276</p> <p>1 Mr. LaBrie as well; but it does seem to be that the  2 conflict falls whenever the situation is involving Ms.  3 LaBrie. It's consistent with what my clients have  4 shared with me. Here in February and even now leading  5 up to this hearing.</p> <p>6 THE COURT: Can I interrupt you there?  7 MR. ALCARESE: Certainly.</p> <p>8 THE COURT: It's certainly a point I've  9 noticed during the testimony that the preference that's  10 been expressed in a number of ways for the company, the  11 girls preference for the company of Mr. LaBrie; isn't  12 there also consistent with a lot of situations where one  13 parent is more of a disciplinarian and the children,  14 particularly 13 year olds, don't particularly want to  15 have that kind of structure, that kind of rigor and will  16 go to the point of least resistance, the parent of least  17 resistance. Do you see that from everything you have  18 seen in this case? Do you see that circumstance playing  19 itself out here?</p> <p>20 MR. ALCARESE: I am very familiar with those  21 circumstances and I do not see that here. I do not see  22 Mr. LaBrie as the fun parent. I think he's involved in  23 their education. He wants to make sure they do well in  24 school. He looked into the fact that the schools in New  25 Hampshire were better than they were down here.</p>
<p style="text-align: right;">275</p> <p>1 nightmare and I don't think any child should go through  2 that. I do think, again, not condoning what Mr. LaBrie  3 did, I do think that he thought what he was doing was  4 reasonable under the circumstances that even though he  5 was moving to New Hampshire, to keep them in virtual  6 school in Baltimore County, as his counsel said,  7 complying with the spirit of the law and then we can see  8 how things shake out later. Unfortunately, Ms. LaBrie  9 then interjected herself to interfere with the children  10 continuing in the virtual school.</p> <p>11 Communication clearly is a problem between  12 the two of those people and I think we also saw it today  13 through Ms. LaBrie's testimony. I think there were, it  14 was challenging for her to comprehend questions and  15 answer questions. I can see how that creates problems  16 with the therapists and other people that are involved.  17 Each of the therapists mentioned that it's a difficult  18 relationship with her.</p> <p>19 There is a conflict between Ms. LaBrie and  20 the children over homework, there's excuses either it's  21 too busy with extracurricular activity, there is  22 conflict with the therapists, there is conflict with  23 school. It appears that Ms. LaBrie sometimes is the one  24 causing this conflict. I can't say that for certain for  25 everything, possibly could be some things about</p>	<p style="text-align: right;">277</p> <p>1 Previous to gearing up for the February hearing, he was  2 constantly, I am sorry I don't mean constantly, but  3 education, the girls future, one of them wants to be a  4 pediatrician and he already wants to make sure he gets  5 on that path to obtain that professional goal. So that  6 I don't think it's a situation with the fun parent and  7 Ms. LaBrie is the one that you have to do your homework  8 before you have dinner, you got to eat all your  9 vegetables before you get your did he certain. That's  10 certainly not the case here. I am just thinking, I  11 think it's more their parenting styles as to why there  12 is a preference for one over the other.</p> <p>13 THE COURT: All right. Well, in that same  14 line, there is a line of conflict between the parents as  15 to involving an extracurricular activity relative to  16 completing homework. Ms. LaBrie has explained that  17 because of the girls' involvement in too many extra  18 curricular activities, and I am not sure there's any  19 standard that ought to be applied to any one child,  20 because of child is different and two activities may be  21 too much for one child and five may be not enough for  22 another. But then in this circumstance, Ms. LaBrie has  23 suggested that the girls' involvement in so many  24 activities has compromised her opportunity to complete  25 homework in a timely way and that's been a point that</p>

<p style="text-align: right;">278</p> <p>1 has been raised by Mr. LaBrie. Well, what is your view  2 based on the based on the evidence and your  3 conversations with your clients as to that point?  4 MR. ALCARESE: My clients have never shared  5 with me that they are too busy because of  6 extracurricular activities to accomplish their homework  7 tasked. I also as an outsider looking into this, I  8 don't think that piano lessons once a week and being on  9 the softball team or the basketball team are too many  10 extracurricular activities such that it would  11 significantly interfere. Now, if they were on the club  12 soccer team and you had practice five days a week, games  13 on Saturday and Sunday, that would be a different story.  14 But it doesn't appear that their athletic schedule  15 coupled with the piano lessons and coupled with the  16 periodic scouting events is, puts too much on their  17 plate to be able to be able to accomplish their  18 homework.  19 THE COURT: Thank you.  20 MR. ALCARESE: Sure. The report cards, I  21 don't think you can put too much weight.  22 THE COURT: You don't need to address those.  23 In my view, one, you had the pandemic involvement last  24 year and I am not sure how any child, the best student  25 in the world, could have gotten good grades with all the</p>	<p style="text-align: right;">280</p> <p>1 and long weekends.  2 THE COURT: All right. You probably didn't  3 get into this kind of detail, but do you believe that  4 they understand the idea that if they were with one  5 parent or the other during the, outside the school year  6 or during breaks, that that would be a substantial  7 commitment that they may miss opportunities in the other  8 stated when they are with the other parent.  9 MR. ALCARESE: I did not mentioned that.  10 THE COURT: I would have been surprised if  11 you had but --  12 MR. ALCARESE: I do believe Mr. LaBrie has  13 been the more involved parent. Counsel for Mr. LaBrie  14 touched on this. The testimony that about the scouts,  15 the sports was cloudy at best. She didn't even know  16 what was her favorite position, whether there were merit  17 badges.  18 THE COURT: I don't put a lot in that, to be  19 honest with you. I don't know if there is a language  20 issue, cultural issues or maybe just a blind spot for  21 merit badges. It doesn't, I don't equate that as the  22 parent's involvement under these circumstances at least.  23 MR. ALCARESE: I would think it goes to her  24 credibility there for her to say I am involved in the  25 extra curriculars but then does not know, there are no</p>
<p style="text-align: right;">279</p> <p>1 disruption that has been imposed upon or introduced into  2 these girls' lives over the last few months. So you  3 don't need to address those.  4 MR. ALCARESE: Okay. I was going to address  5 it on sort of a different --  6 THE COURT: Go ahead. I'm sorry. I thought  7 you were talking about the performance issue.  8 MR. ALCARESE: I think Ms. LaBrie is trying  9 to make it a significant drop off once the custody  10 changed in February. I don't see that across the report  11 cards. I think there is consistency, it's one or two  12 grades may have gone up, one or two grades may have gone  13 down. I don't see anything that is a controlling  14 factor. And then the grades for this year, I don't  15 think you can factor them because of the absences and  16 the home school issue.  17 I have talked to my clients about, you know,  18 if you, whether you stay in Maryland and your Dad lives  19 in New Hampshire or you stay in New Hampshire and Mom  20 lives here in Maryland, schedules kind of been majority  21 during the school year, majority in the summer and  22 breaks and things of that nature, they understand that  23 and that would be acceptable to them. If they stay in  24 New Hampshire, the majority of the summer would be with  25 Mom, and majority of the breaks, winter, spring break</p>	<p style="text-align: right;">281</p> <p>1 certain details to that.  2 THE COURT: Okay.  3 MR. ALCARESE: Ms. LaBrie did testify that  4 if the girls wanted to stay in New Hampshire, then it  5 would be acceptable to her. She does have her feelings  6 though about that. I understand this is difficult for  7 her. If they stayed up there, it would be easy for her  8 to transition up there. Again it's not fair, I get it.  9 She has a job here that I believe would be transferable  10 up there. She could find similar employment somewhere  11 up in. If she doesn't have any family here, so the only  12 thing she'd be leaving behind are her friends. So, I  13 don't want to put that pressure on her because certainly  14 what Mr. LaBrie did puts her in that unfair position.  15 All in all, I don't believe there is a  16 compelling reason for the children to return to  17 Maryland. I do think it's in their best interests that  18 they remain in New Hampshire with their father and  19 assuming their father is going to stay in New Hampshire.  20 But consistent with the access schedule, I gave him more  21 time than Ms. LaBrie. None of that was agreed to in  22 February. I'll just close on this. The Court orders  23 are statically we try and anticipate everything but  24 sometimes life moves forward, parents need to do their  25 best to adapt to circumstances and situations. I think</p>

<p style="text-align: right;">282</p> <p>1 they both moving forward can do that or will have to do</p> <p>2 that because they have to put their children's needs</p> <p>3 before their own needs. And so for those reasons, I</p> <p>4 would suggest that the girls remain up in New Hampshire.</p> <p>5 I think it's very difficult the decision the Court has</p> <p>6 but their preference is to stay up there in New</p> <p>7 Hampshire and move forward from there.</p> <p>8 THE COURT: Mr. Alcarese, if I understand</p> <p>9 your recommendations and opinion for which I am very</p> <p>10 grateful, central to that is the idea that and this</p> <p>11 probably drove the consent order in May, is that the</p> <p>12 girls are better off spending most of their time with</p> <p>13 Mr. LaBrie than they are spending most of their time</p> <p>14 with Ms. LaBrie.</p> <p>15 MR. ALCARESE: Yes, Your Honor.</p> <p>16 THE COURT: Because it's hard to argue that</p> <p>17 uprooting them from the only home they have ever known,</p> <p>18 where all their friends are, where their doctor is,</p> <p>19 where their therapists are or where their schools are</p> <p>20 and moving them to an entirely different state, that</p> <p>21 that's in their best interests. The only variable in</p> <p>22 there is the parent is doing the moving.</p> <p>23 MR. ALCARESE: Yes.</p> <p>24 THE COURT: Is that accurate?</p> <p>25 MR. ALCARESE: That basically remains</p>	<p style="text-align: right;">284</p> <p>1 somewhat reverse order the petition for contempt. The</p> <p>2 motion for appropriate relief is really subsumed within</p> <p>3 all of this that we do.</p> <p>4 In addressing that petition,</p> <p>5 and Ms. LaBrie has brought it with the argument that</p> <p>6 Mr. LaBrie by moving to New Hampshire has violated the</p> <p>7 Court's order, a consent order dated May 14th, 2021.</p> <p>8 And in viewing that, I have absolutely no hesitation in</p> <p>9 agreeing with that and finding Mr. LaBrie in contempt.</p> <p>10 I don't accept the suggestion that has been made that he</p> <p>11 thought this was consistent with the terms of the order.</p> <p>12 It's hard to view anything that was done by Mr. LaBrie</p> <p>13 as being consistent with that order.</p> <p>14 The order requires that the</p> <p>15 children not be taken from their therapist and as it</p> <p>16 turns out, that's exactly what has happened. The</p> <p>17 Maryland therapist cannot practice in New Hampshire. So</p> <p>18 that's out. It's unrealistic to think that the children</p> <p>19 will be coming back and forth from New Hampshire every</p> <p>20 time they need to visit a doctor. So the requirement</p> <p>21 that they stay with a doctor was ignored. The idea that</p> <p>22 the children had to stay at their current middle school</p> <p>23 and attend high school within 35 miles of Reisterstown,</p> <p>24 Maryland unless otherwise agreed was completely ignored</p> <p>25 by Mr. LaBrie.</p>
<p style="text-align: right;">283</p> <p>1 consistent with the girls spending more time with their</p> <p>2 father than with their mother. I do think, it's not, I</p> <p>3 wanted to be careful with my words and don't want to</p> <p>4 overstate the difference, but it's not the best</p> <p>5 relationship with their mother. It's not a terrible</p> <p>6 one.</p> <p>7 THE COURT: I understand.</p> <p>8 MR. ALCARESE: But I'm certainly not saying</p> <p>9 Ms. LaBrie is unfit for anything, but looking at the two</p> <p>10 relationships, it's consistent with the therapists'</p> <p>11 testimony, the relationship is better with Mr. LaBrie.</p> <p>12 I think the girls are more comfortable and do better</p> <p>13 with him rather than the challenges and the conflicts</p> <p>14 with their mother. So it's for those reasons that they</p> <p>15 should stay with the Mr. LaBrie. I understand all the</p> <p>16 other variables involved in, and a lot of times, it's</p> <p>17 better to keep the kids here for stability, but under</p> <p>18 these circumstances, I do think it's a unique one.</p> <p>19 THE COURT: All right. Thank you very much.</p> <p>20 Appreciate, Mr. Alcarese, and all your work in this</p> <p>21 case.</p> <p>22 Unless there is an objection, I'm going to</p> <p>23 remove my mask just for clarity of the record and say</p> <p>24 that the parties can hear me.</p> <p>25 I'm going to address first and maybe it's in</p>	<p style="text-align: right;">285</p> <p>1 The complicated machinations that have taken</p> <p>2 place, and I'm still sitting here today after hearing</p> <p>3 this all day long, not exactly sure where these children</p> <p>4 are in school between Baltimore County home school</p> <p>5 virtual learning, actually, in person learning, which</p> <p>6 they are today, or monitoring or auditing courses in</p> <p>7 Sunapee in New Hampshire. It's such a convoluted</p> <p>8 construct. And I, it's hard not to see that there is a</p> <p>9 plan, there was a plan in there when it was constructed.</p> <p>10 I don't want to, I can't pinpoint, but at some point,</p> <p>11 the idea that on August 23rd, Mr. LaBrie was taking the</p> <p>12 girls to breakfast, telling them that they are moving to</p> <p>13 New Hampshire, then shortly thereafter and only then</p> <p>14 telling Ms. LaBrie by e-mail that they were moving to</p> <p>15 New Hampshire and then scarcely before the day is out,</p> <p>16 filing the Petition For Modification. That doesn't</p> <p>17 happen with planning.</p> <p>18 I find that Mr. LaBrie's conduct here</p> <p>19 violated not only the letter of the order but the spirit</p> <p>20 of it. The spirit was to try and cooperate as best the</p> <p>21 parties can, and I'm not naive in seeing that the</p> <p>22 parties have an extraordinarily difficult time</p> <p>23 communicating, but there seems to be little effort in</p> <p>24 this instance to have done the kind of things that a</p> <p>25 parent and the Court would have expected Mr. LaBrie to</p>

<p style="text-align: right;">286</p> <p>1 do to try and smooth this out more. It may be that  2 there were litigation concerns that this would have  3 prompted some response and the effort was to get a leg  4 up by taking the children to New Hampshire first and I  5 can't draw any conclusions about that. But I do find  6 that Mr. LaBrie is in contempt of the Court, the Court's  7 order of May 14th of 2021.</p> <p>8 Having said that, I'm not sure there is any  9 measure of sanction that really works that doesn't work  10 to the disadvantage of the two children, the two girls  11 who are involved here, because some of the more common  12 measures, make up time and so forth, really are to  13 benefit Ms. LaBrie versus Mr. LaBrie. And that's not  14 necessarily in the children's best interests, which I am  15 here to tell you is my only focus.</p> <p>16 So having found that and having  17 found contempt, I am not imposing any sanctions and thus  18 there is no purge provision. That doesn't exclude any  19 of the requests for financial, either attorney's fees or  20 other issues related to that. I have intentionally  21 excluded that from this hearing because of time  22 constraints the Court's under. I mean it's now 5:30.  23 At this point we have been having hearings since 8:30  24 this morning and this was scheduled for half a day.</p> <p>25 All right, having addressed the petition for</p>	<p style="text-align: right;">288</p> <p>1 will say I have been involved with these parties and  2 their children since March of 2017. We have had many  3 hearings, many substantive hearings on the merits and I  4 am very familiar with the parties, very familiar with  5 the children, who are now 13 years of age, Isabella and  6 Anastasia.</p> <p>7 In May of this year, there was a prominent  8 modification where the children were to spend most of  9 their time with their father and that has been the state  10 since that time that was following at least one day,  11 maybe two days of discussions with the parties. Off the  12 record when I was able to speak to each of them to find  13 out what was important to them and to all other parties,  14 both parents, the lawyers involved, the children were  15 represented by Mr. Alcarese as the best interests  16 attorney, and I was actually involved in an effort to  17 construct a very detailed custody arrangement that is no  18 longer going to have a great deal of sense given what  19 has taken place.</p> <p>20 It is a given that the children's lives have  21 been disrupted both social and school life. Both of the  22 therapists however testified today, testified that the  23 girls were excited by the perspective move.  24 Mr. Alcarese has related his observations and  25 communications with his clients that they are, the girls</p>
<p style="text-align: right;">287</p> <p>1 contempt, I will move now to Mr. LaBrie's Motion to  2 Modify Custody. All of the motions the Court has heard  3 today were initiated by Mr. LaBrie's move from Maryland  4 to New Hampshire in October of 2019. And I have already  5 addressed how I view whether those, that conduct is  6 violative of the May 14th consent order. I am  7 intentionally moving to a later date any issues relating  8 to, in fact, any issues other than custody and  9 visitation that have been raised by the pleadings. The  10 financial issues will be determined at a later date at a  11 hearing the date of which the parties and the Court will  12 determine.</p> <p>13 I find that based upon Mr. LaBrie's move to  14 New Hampshire, there is an undeniable material change in  15 circumstances which warrants a modification of custody.  16 That part of the analysis is fairly easy. But it does  17 change the carefully constructed custody arrangements  18 which were set in place in May and which, by virtue of  19 Mr. LaBrie's move are no longer feasible. A schedule  20 that provides for weekly exchanges cannot be  21 accomplished when the father lives in New Hampshire and  22 the mother lives in Maryland.</p> <p>23 I will try to address for the  24 benefit of any appellate review as many of the  25 Sanders/Taylor factors as I can at this late hour. I</p>	<p style="text-align: right;">289</p> <p>1 are in favor of the move, so at least they understand  2 whatever disruption will happen in their lives, they are  3 in favor of it. Both of the therapists who testified  4 stated that they thought the girls were capable of  5 making this transition without a great deal of damage  6 emotionally.</p> <p>7 There are, of course, other, there were  8 certain activities that are available in social  9 activities, extracurricular activities better available,  10 more available in New Hampshire than they are here in  11 terms of skiing. Anyone who skis knows New Hampshire is  12 a much better place to ski than Maryland. Mr. LaBrie  13 testified that the theater group that's available there  14 and both girls are actively involved with that or want  15 to be involved with it is available there, where here in  16 Maryland would remain under a fairly closed availability  17 of that theater activity.</p> <p>18 In terms of the parents, both are educated  19 people, intelligent. Mr. LaBrie is a clinical engineer  20 and has worked with Johns Hopkins Hospital for a number  21 of years and the job he is taking for a greater salary  22 is in New Hampshire at Dartmouth Hospital and the same  23 kind of job with greater opportunity for advancement.  24 That would, of course, rebound to the benefit of the two  25 girls by increased income, which would be available both</p>

<p style="text-align: right;">290</p> <p>1 not only to Mr. LaBrie but to both the girls.</p> <p>2 Ms. LaBrie provides home health care and</p> <p>3 after a period of time when, during Covid, when she was</p> <p>4 not as able to do that work, she testified here today</p> <p>5 that she's averaging about 40 hours a week at this time.</p> <p>6 Her skills are enhanced by her ability to speak both</p> <p>7 Russian and Rumanian, which is an appeal and attraction</p> <p>8 to her employers.</p> <p>9 Without question, both parents love their</p> <p>10 daughters and it was uniform that both girls love both</p> <p>11 parents. But there is a large "but" that comes with</p> <p>12 this. While both parents I would say mouth the words</p> <p>13 that they love their child and they would do anything</p> <p>14 for them, the reality is they have not. And they have</p> <p>15 not been willing to put aside the what I view is fairly</p> <p>16 petty manner of communicating with one another and</p> <p>17 that's at the heart of why both parties are back in</p> <p>18 court again and again. And I've got to tell you, and I</p> <p>19 have said it as politely as I have in the past, but to</p> <p>20 both of you, that's what's hurting your daughters. To</p> <p>21 the extent they have difficulties, it's your both</p> <p>22 inability or unwillingness to put aside what is personal</p> <p>23 to you. It comes screaming through both of your</p> <p>24 testimony. You are fighting fights that you started ten</p> <p>25 years ago. And your concern that either Mr. LaBrie on</p>	<p style="text-align: right;">292</p> <p>1 homework when in Ms. LaBrie's care as opposed to</p> <p>2 Mr. LaBrie's. Ms. LaBrie points to the fact they are in</p> <p>3 too many extracurricular activities. Mr. LaBrie blames</p> <p>4 Ms. LaBrie for not being well organized and persistent</p> <p>5 in it. It's both impossible to reconcile that and,</p> <p>6 frankly, unnecessary. It is a problem and, again, I</p> <p>7 think it points to more difficulties between the parents</p> <p>8 than between the parent and the two girls.</p> <p>9 In terms of the financial status, we'll put</p> <p>10 that off for another day in terms of determining child</p> <p>11 support. Both are fully employed, both are as I said</p> <p>12 educated and able to work.</p> <p>13 In terms of parental employment and</p> <p>14 opportunities with, to spend the time I would address</p> <p>15 that by the fact that one party is in New Hampshire and</p> <p>16 the other is in Maryland. Either way, whichever way</p> <p>17 primary custody goes, there will have to be some</p> <p>18 significant visitation provided for the other party, the</p> <p>19 non primary parent, and both Counsel have addressed that</p> <p>20 in their arguments.</p> <p>21 Theirs is never been any abandonment or</p> <p>22 surrender of custody. Both parents are committed to</p> <p>23 their children, very committed to the fact that we have</p> <p>24 been here so many times speaks to the commitment the</p> <p>25 parents have to being involved in the lives of their</p>
<p style="text-align: right;">291</p> <p>1 one side or Ms. LaBrie on the other is getting an edge</p> <p>2 and that edge is being played out in the affection and</p> <p>3 attention of your daughters. And I'm not in your shoes.</p> <p>4 I can't see that, but I can see from the outside that's</p> <p>5 at the heart of what's the problem and it can only</p> <p>6 injure, and I use the term, injure, your daughters. The</p> <p>7 longer it goes on, the more it happens, they feel it,</p> <p>8 they are smart enough and the world's big enough for</p> <p>9 them to understand all that's is going on. I can only</p> <p>10 caution you about that. But that is very much at the</p> <p>11 heart of the problems that have brought the parties into</p> <p>12 court here.</p> <p>13 In terms of the geographic proximity, the</p> <p>14 parents as I have described, Mr. LaBrie has relocated to</p> <p>15 New Hampshire while Ms. LaBrie stays in Maryland. This</p> <p>16 is effectively a zero sum equation. One party is going</p> <p>17 to have more time with the girls than the other because</p> <p>18 that parent will have to be with the girls throughout</p> <p>19 the school year. It is thoroughly impractical to do it</p> <p>20 any other way.</p> <p>21 Both parties have demonstrated an ability to</p> <p>22 maintain a stable and appropriate home for the child.</p> <p>23 In terms of education, I address this with Mr. Alcarese,</p> <p>24 there is a dispute in the testimony between what the</p> <p>25 cause of the girls' being unable to complete their</p>	<p style="text-align: right;">293</p> <p>1 children.</p> <p>2 The ability of the parents to co-parent is a</p> <p>3 significant question. Communication is very difficult.</p> <p>4 A brief review of any of the e-mails between the parties</p> <p>5 is to be witnessed as a sooner or later kind of petty</p> <p>6 communications and nitpicking and the kind of I would</p> <p>7 say gotcha communications where, you know, Mr. LaBrie</p> <p>8 says, well, you going to get one e-mail here this week,</p> <p>9 so I can't respond to it. Well, that's not in the best</p> <p>10 interests of the girls. If it is indeed something that</p> <p>11 needs to be resolved, then resolve it. No order can be</p> <p>12 so comprehensive as to control every communication,</p> <p>13 every aspect of two parents' lives. At some point, the</p> <p>14 parents have to take it upon themselves to put aside</p> <p>15 their egos, to put aside what they believe their own</p> <p>16 personal hurt is, to act in the best interests of the</p> <p>17 children. And if that means that's two e-mails in a</p> <p>18 week, then it's two e-mails in a week.</p> <p>19 I've addressed, I think, as many of the</p> <p>20 Sanders/Taylor factors as I can at the moment. And in</p> <p>21 the end, as I said, the only variable I find in</p> <p>22 evaluating where the children ought to be is that which</p> <p>23 has been pointed out by Mr. Alcarese and which was,</p> <p>24 frankly, the basis for the modification and the consent</p> <p>25 order in May that the children are better off spending</p>

<p style="text-align: right;">294</p> <p>1 more time with Mr. LaBrie than with Ms. LaBrie because</p> <p>2 there is no court that would find that the idea of</p> <p>3 uprooting children from the only state in which they</p> <p>4 have lived from all their friends, all their school, all</p> <p>5 of their therapists and doctors would be in the best</p> <p>6 interests.</p> <p>7           However, based on the recommendation of</p> <p>8 Mr. Alcarese and the Court's evaluation of the testimony</p> <p>9 as well as the parties, the Court finds that it is in</p> <p>10 their best interests for the reasons I have gone over to</p> <p>11 be in Mr. LaBrie's custody, the primary custody, in New</p> <p>12 Hampshire with substantial, and to use Ms. Bell's</p> <p>13 phraseology, generous visitation during the numerous</p> <p>14 holidays, which apparently are in play in the New</p> <p>15 Hampshire school system, for them to travel to Maryland</p> <p>16 to be with their mother during those periods and</p> <p>17 throughout much of the summer, except for a period of</p> <p>18 time with Mr. LaBrie during the summer vacation.</p> <p>19           Because of the choice that Mr. LaBrie has</p> <p>20 made and because it is, by his own admission, to his own</p> <p>21 economic benefit, he will be responsible for the costs</p> <p>22 of any transportation between Maryland and New</p> <p>23 Hampshire. Ms. LaBrie can pick up the children at the</p> <p>24 airport and that's appropriate.</p> <p>25           I am not going to at this point</p>	<p style="text-align: right;">296</p> <p>1 do it this way then. I'll accept proposed orders from</p> <p>2 both Counsel. I'll make the decision between them as to</p> <p>3 what's appropriate. But I do want your input and your</p> <p>4 suggestions on that.</p> <p>5           MR. NOWAK: Thank you, Your Honor.</p> <p>6           THE COURT: Does that make more sense?</p> <p>7           MR. NOWAK: I believe it does.</p> <p>8           THE COURT: I think so too. I understand</p> <p>9 your point. It's well made.</p> <p>10          Mr. Alcarese.</p> <p>11          MR. ALCARESE: You said both counsel, may I</p> <p>12 be included in that?</p> <p>13          THE COURT: No, sir, you are out of this, of</p> <p>14 course.</p> <p>15          MR. ALCARESE: Thank you.</p> <p>16          THE COURT: Of course. And what we'll do is</p> <p>17 arrange for a day, I can't imagine it would take more</p> <p>18 than a day to go over the financial issues having</p> <p>19 decided this much of it. Child support will generally</p> <p>20 flow from the custody and visitation.</p> <p>21          MR. NOWAK: It would, Your Honor. The only</p> <p>22 other issue is what I would propose just to make sure</p> <p>23 things are clear, an interim order, I don't know if we</p> <p>24 can get a date today of, Assignment is probably not</p> <p>25 available, unless you know your calendar, Your Honor.</p>
<p style="text-align: right;">295</p> <p>1 detail each of the available school breaks, holiday</p> <p>2 breaks, the winter breaks, the spring breaks. I'm going</p> <p>3 to leave that to the counsel to craft and suggest a</p> <p>4 specific order to that effect. But it is my intention</p> <p>5 that the children spend a substantial portion of those</p> <p>6 breaks with Ms. LaBrie in Maryland.</p> <p>7           So that is the Court's decision. If the</p> <p>8 parties would propose an order incorporating, I suppose,</p> <p>9 as much of the consent order as possible, I am happy to</p> <p>10 hear from the Counsel now, because this was simply a</p> <p>11 kind of big issue decision and I've made it, but I am</p> <p>12 open to adjusting the details to accommodate the</p> <p>13 parties.</p> <p>14          MR. NOWAK: Your Honor, if I may start just</p> <p>15 because --</p> <p>16          THE COURT: You may.</p> <p>17          MR. NOWAK: -- I stood up first. You might</p> <p>18 recall we had our trial in February. We were not able</p> <p>19 to accomplish the goal of a written consent order until</p> <p>20 May.</p> <p>21          THE COURT: I understand.</p> <p>22          MR. NOWAK: We had conference calls with the</p> <p>23 Court I believe one or maybe two, we had to get a</p> <p>24 transcript, it was incredibly --</p> <p>25          THE COURT: I get your point. Why don't we</p>	<p style="text-align: right;">297</p> <p>1 That way we have an interim order because Christmas and</p> <p>2 the holidays are coming up. And then we can get a date,</p> <p>3 perhaps submit our proposed orders prior to that date</p> <p>4 for the financials and then if there is any issues, we</p> <p>5 are back in court for a hearing.</p> <p>6          THE COURT: All right. So the interim order</p> <p>7 would cover the holidays and through whatever date of</p> <p>8 the hearing would be.</p> <p>9          MR. NOWAK: So since today is, what,</p> <p>10 December?</p> <p>11          THE COURT: It's the --</p> <p>12          MR. NOWAK: 14th.</p> <p>13          THE COURT: -- 14th.</p> <p>14          MR. NOWAK: And the children are here now, I</p> <p>15 don't know when Mr. LaBrie is intending to fly back.</p> <p>16          THE COURT: Well, I can't get a date right</p> <p>17 now because Assignment is gone.</p> <p>18          MR. NOWAK: I figured.</p> <p>19          MS. BELL: Respectfully, I do believe it's</p> <p>20 Ms. LaBrie's Christmas. He's indicating he's going to</p> <p>21 arrange, I don't know what the last day of school is.</p> <p>22          THE COURT: It's Ms. LaBrie's --</p> <p>23          MS. BELL: It is Ms. LaBrie's Christmas.</p> <p>24 He's not objecting to, of course, making sure that they</p> <p>25 are here at the appropriate time. I don't know if it's</p>



<p style="text-align: right;">298</p> <p>1 the 23rd or the 24th.</p> <p>2 THE COURT: Do you know, Mr. Nowak?</p> <p>3 MR. NOWAK: So, because Sunapee school</p> <p>4 district holiday schedule is Exhibit Nine and what I</p> <p>5 would ask is Ms. LaBrie would get the children,</p> <p>6 Mr. LaBrie would have them on an airplane the day they</p> <p>7 get off of school to the day before they return for</p> <p>8 school, if they are going to be at the Sunapee school</p> <p>9 district. Alternatively, she could keep them through to</p> <p>10 the end of the winter break, they continue in their</p> <p>11 school here, I don't know if that's palatable, but it</p> <p>12 saves a flight for the kids.</p> <p>13 THE COURT: Well, that raises another</p> <p>14 question about school. I mean, we are now at the end of</p> <p>15 this semester. So the children should be enrolled in</p> <p>16 the New Hampshire school district immediately to begin</p> <p>17 the first day of the next semester.</p> <p>18 MS. BELL: They already are, Your Honor.</p> <p>19 New Hampshire, I believe, was willing to accept them</p> <p>20 without formal transfer. I don't know how that works</p> <p>21 but it did happen so --</p> <p>22 THE COURT: Okay, all right.</p> <p>23 MS. BELL: -- they are in a brick and</p> <p>24 mortar school in New Hampshire.</p> <p>25 MR. NOWAK: So Ms. LaBrie should have the</p>	<p style="text-align: right;">300</p> <p>1 off.</p> <p>2 THE COURT: Okay.</p> <p>3 MR. NOWAK: So, Your Honor, assuming that</p> <p>4 the children would go with Mr. LaBrie tonight, then it</p> <p>5 appears that the Sunapee school district on their</p> <p>6 December calendar, the 23rd is a day off and then</p> <p>7 through til January second, which is a Sunday, because</p> <p>8 it just so happens that the holiday falls on Christmas</p> <p>9 and New Years on a Saturday. So for an interim order,</p> <p>10 Ms. LaBrie can have the 23rd, delivered here to Maryland</p> <p>11 until the second, when she returns them to BWI airport.</p> <p>12 And I would ask that it be specific that BWI be the</p> <p>13 airport so that we don't have to worry about Dulles or</p> <p>14 Philadelphia. Some cases have had that happen.</p> <p>15 THE COURT: So the order would say that the</p> <p>16 children will return to New Hampshire tonight with</p> <p>17 Mr. LaBrie, and he would have them on a plane to arrive</p> <p>18 in Maryland at BWI on December 23rd. The children would</p> <p>19 remain in Maryland with Ms. LaBrie through January</p> <p>20 second.</p> <p>21 MS. BELL: Your Honor, I'm not sure if we</p> <p>22 are being too picky.</p> <p>23 THE COURT: Well, I'm just, let me finish</p> <p>24 that. At which time Ms. LaBrie would put them back on a</p> <p>25 plane to New Hampshire on January second.</p>
<p style="text-align: right;">299</p> <p>1 entire holiday break from school in the interim and then</p> <p>2 they, what holiday is in January, I believe I can look</p> <p>3 it up, I believe it's Martin Luther King, Jr. Day.</p> <p>4 THE COURT: Let's do something, the interim</p> <p>5 order can only go as far as I can see into the future,</p> <p>6 which is, I don't know when a date would be for a</p> <p>7 hearing. What are the children doing today? Where are</p> <p>8 they or what was planned tonight?</p> <p>9 MS. BELL: Mr. LaBrie's intention was to</p> <p>10 have them back in school tomorrow. He was going to</p> <p>11 drive tonight. I don't think anybody expected it to be</p> <p>12 quite as long. I'm sure the Court didn't. So he was</p> <p>13 going to have them back in school tonight.</p> <p>14 THE COURT: In Sunapee?</p> <p>15 MS. BELL: Yes, Your Honor. I think the</p> <p>16 belief was that they were, ideally, we were getting out</p> <p>17 at by 12:30.</p> <p>18 THE COURT: So the idea is tomorrow to drive</p> <p>19 back to Sunapee?</p> <p>20 MS. BELL: I believe he was doing it</p> <p>21 tonight.</p> <p>22 THE COURT: I know, but it's now six</p> <p>23 o'clock. He's not going to drive back tonight, is he?</p> <p>24 MS. BELL: He has to work tomorrow. Because</p> <p>25 he's at a new job, he didn't have any more time to take</p>	<p style="text-align: right;">301</p> <p>1 MS. BELL: So obviously, typically, they</p> <p>2 have always had one Christmas Eve, one Christmas.</p> <p>3 That's not going to work in the future with these plans.</p> <p>4 It would still then be his New Years. I think he'd</p> <p>5 still like to have them for New Years Day or New Year's</p> <p>6 Eve.</p> <p>7 THE COURT: My view is it's now different</p> <p>8 because of this.</p> <p>9 MS. BELL: Understood.</p> <p>10 THE COURT: But I'll hear Mr. Alcarese.</p> <p>11 MR. ALCARESE: So when I spoke with my</p> <p>12 clients about a shift of access and extended breaks and</p> <p>13 things of that nature, they said what do you think it</p> <p>14 means. I said, well, I think it means something like if</p> <p>15 you took the winter break and, let's say, it's ten days</p> <p>16 long, you might spend two or three days with Dad and the</p> <p>17 rest of it with Mom and you might be with Dad on the</p> <p>18 front end. Because they asked, will we ever have</p> <p>19 Christmas with Dad again? I said, it might be something</p> <p>20 of you will get a couple days with Dad, but the majority</p> <p>21 with Mom, and in one year you will get the front end</p> <p>22 with Dad and then the next year you will get the front</p> <p>23 end with Mom, so that they are still celebrating</p> <p>24 Christmas with each parent in alternating years, but Mom</p> <p>25 has the majority of that entire winter holiday break.</p>

1 THE COURT: All right.

2 MR. ALCARESE: That is something I did  
3 explain to them and can be part of the consideration of  
4 this interim order, if not for this year, though, for  
5 future years.

6 MR. NOWAK: The typical way that I have seen  
7 that, I just had one, the winter break, called the  
8 holiday break, would go to Ms. LaBrie, but the Christmas  
9 itself, there would be a Christmas Eve into Christmas  
10 Day and then all of Christmas Day with one parent every  
11 year. It would alternate.

12 THE COURT: Does that whatever break up  
13 involving New Years, I mean how significant is that?

14 MR. NOWAK: She should get all of those  
15 holidays if she's going to be the parent that's not  
16 going to have the time, including, you know, being  
17 January here in an interim order, we have a four day  
18 weekend, January 14, 15, 16, 17 and then the  
19 professional day on January 18.

20 THE COURT: Here's what we are going to do.  
21 I'm going to permit Mr. LaBrie to take the girls back to  
22 New Hampshire. I want Counsel to submit tomorrow an  
23 interim order and I'll pick and choose between them and  
24 sign one of them or some combination of them. By that  
25 time we can find another date for a hearing and we'll be

1 able to extend that out as far as necessary to take it  
2 up to the hearing, because I don't think sitting here  
3 tonight it's going to be productive to be juggling all  
4 of this.

5 So, but I do, I agree with the idea that Ms.  
6 LaBrie must get a substantial portion of these breaks to  
7 make up for the time when she's going to be,  
8 unfortunately, not be able to be with her daughters.  
9 And we'll work into it generous opportunities to see  
10 them through face time or zoom or some other means.

11 THE COURT: All right. Thank you all very  
12 much. I know it's been a long day for everyone. Once  
13 again, I commend to Mr. and Mrs. LaBrie the idea of,  
14 it's in your hands to try and avoid the conflict, as  
15 difficult as that may be. So, good luck to you.

16 MS. BELL: Thank you, Your Honor.

17 MR. NOWAK: Thank you, Your Honor.

18 THE COURT: That will conclude the hearing.  
19 We are off the record at this time.

20 CONCLUSION

21  
22  
23  
24  
25

1 REPORTER'S CERTIFICATE

2  
3 I, Patricia A. Cirasole, certify that the proceedings  
4 in the matter of the Laurent LaBrie versus Aurelia  
5 LaBrie, Case Number 03-C-14-013990 on December 14, 2021  
6 before Honorable Keith R. Truffer, Associate Judge, were  
7 recorded by means of an audio system.

8  
9 I further certify to the best of my knowledge and  
10 belief that the foregoing pages, numbers 1 through 303,  
11 constitute a complete and accurate transcript of the  
12 proceedings, barring any possible inaudible (s) as a  
13 result of the audio system as transcribed by me.

14  
15 In Witness Whereof, I have signature my name this  
16 29th day of June, 2023.

17  
18  
19  
20  
21 *Patricia Cirasole*

22 Patricia A. Cirasole  
23 Court Reporter  
24  
25

LAURENT J. LA BRIE, II	*	IN THE
PLAINTIFF/PETITIONER	*	CIRCUIT COURT
VS.	*	FOR
AURELIA D. LABRIE	*	BALTIMORE COUNTY
DEFENDANT/RESPONDENT	*	CASE NO: 03-C-14-013990

\* \* \* \* \*

**MOTION TO RETAIN BEST INTEREST ATTORNEY TO REPRESENT MINOR CHILDREN**

**AND ASSERT OR WAIVE THE MINOR CHILDREN'S PRIVILEGE**

Now comes Plaintiff, **LAURENT J. LA BRIE, II**, (hereinafter "Plaintiff") pro se. who by Maryland Rule 9-205.1 respectfully files this Motion To Retain Best Interest Attorney To Represent Minor Children And Assert Or Waive The Minor Children's Privilege. In support thereof, the Plaintiff avers the following:

1. That the parties are the parents of two twin girls, Anastasia V. La Brie and Isabella E. La Brie who are both 14 years old.
2. This Honorable Court appointed Mr. William Alcarese on January 4, 2021 (Court Order Exhibit A) as Best Interest Attorney (BIA) for the Minor Children.
3. Maryland Rule 9-205.1 states:

*"Appointment may be most appropriate in cases involving the following factors, allegations, or concerns:*

*"(1) request of one or both parties;*

*"(2) high level of conflict;*

*"(3) inappropriate adult influence or manipulation;*

*"(4) past or current child abuse or neglect;*

*"(5) past or current mental health problems of the child or party;*

*“(6) special physical, educational, or mental health needs of the child that require investigation or advocacy;*

*“(7) actual or threatened family violence;*

*“(8) alcohol or other substance abuse;*

*“(9) consideration of terminating or suspending parenting time or awarding custody or visitation to a non-parent;*

*“(10) relocation that substantially reduces the child's time with a parent, sibling, or both; or*

*“(11) any other factor that the court considers relevant.”*

4. Of these factors, paragraphs 1, 2, 3, 4, 5, 6, 7, and 9 applied, when Mr. Alcarese was appointed on January 4, 2021. Now paragraph 10 applies as well as 1, 2, 3, 4, 5, 6, 7, and 9.

5. In Plaintiff's Motion to Modify Phone Provisions, he has requested that the Court hear and consider what the children desire and what is in their best interest regarding telephone contact between them and the Defendant.

6. This Honorable Court has scheduled a Hearing on this motion for April 13, 2023.

7. On March 8, 2023, Tiffany Garrow of New Hampshire Child Protective Services (NHCPs) informed the Plaintiff that Defendant filed a complaint with that agency alleging that there were some questions regarding the basis for this Honorable Court's Custody Order of March 4, 2022. Defendant's accusations reportedly included bribery, manipulation, and coercion.

8. Defendant has been defaming the Plaintiff and therapists to at least one of the children by telling her/them that the Court gave Plaintiff primary custody due to this alleged unethical conduct surrounding the Court proceedings.

9. Since the Court has had Mr. Alcarese paid by both parties, there would be no basis for any accusation of bribery by the Defendant if he continued to represent the children.

10. Minor Child Isabella has had weekly therapy with her therapist Jennifer Hewitt since September 2, 2022 except when she is in Maryland, since New Hampshire law prohibits treating children in other states.

11. Minor Child Anastasia has had weekly therapy with her therapist Dot Kendall since March 25, 2022 except when she is in Maryland.

12. Both therapists have heard the children express their desires and Plaintiff plans to call one or both therapists to testify.

13. Plaintiff foresees that the Defense will object to the therapist testimony based on privilege.

14. Alternatively, Mr. Alcarese could express to this Court the wishes and best interest of the children without the need to call the therapists as witnesses.

15. Thus, the retention of Mr. Alcarese is important to the children obtaining what is in their expressed best interest.

WHEREFORE, for all the foregoing reasons, Plaintiff requests that this Court:

1. RETAIN the services of Mr. Alcarese as BIA for the Minor Children for Motion regarding telephone contact at the Hearing set for April 13, 2023; and
2. GRANT such further relief as this Court deems appropriate.

Respectfully Submitted,



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Laurent J. La Brie  
11 Northwest Lane  
Sunapee, NH 03782  
(914) 419-4253  
ljlalabrie@gmail.com

Plaintiff

**AFFIDAVIT**

I, Laurent La Brie, affirm, under the penalties of perjury that the information contained in the foregoing Motion is true to the best of my knowledge and belief.



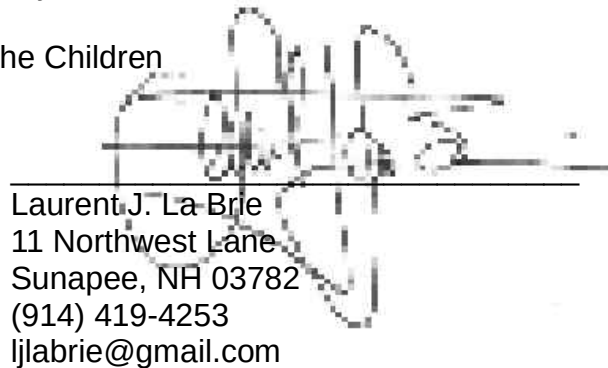
**CERTIFICATE OF SERVICE**

I hereby certify that on this 19th day of March, 2023, a copy of the foregoing Motion To Retain Best Interest Attorney To Represent Minor Children And Assert Or Waive The Minor Children's Privilege was sent via electronic mail (MDEC) to:

David Nowak, Esquire  
David D. Nowak, LLC  
300 East Joppa Road, Suite 305  
Towson, Maryland 21286  
Counsel for the Defendant

William Alcarese, Esquire  
Alcarese Law, LLC  
1301 York Road, Suite 200  
Lutherville, Maryland 21093

Counsel for the Children



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Plaintiff

LAURENT J. LA BRIE, II

\*

IN THE

PLAINTIFF

\*

CIRCUIT COURT

VS.

\*

FOR

AURELIA D. LA BRIE

\*

BALTIMORE COUNTY

DEFENDANT

\*

CASE NO: 03-C-14013990

\* \* \* \* \*

**MOTION TO APPOINT BEST INTEREST ATTORNEY TO REPRESENT MINOR CHILDREN AND  
ASSERT OR WAIVE THE MINOR CHILDREN'S PRIVILEGE**

**TO THE HONORABLE, THE JUDGE OF SAID COURT:**

Plaintiff, **LAURENT J. LA BRIE, II**, (hereinafter "Plaintiff" or "Father"), by and through his attorney, Christine Saverda Nielson, Esquire, and the Law Office of Christine Saverda Nielson, P.A., hereby files this Motion to Appoint Best Interest Attorney to Represent Minor Children and Assert or Waive the Minor Children's Privilege, and states as follows:

1. This is a high conflict modification of custody case in which the Plaintiff is seeking custody and sole physical custody of their twin girls, Anastasia V. La Brie and Isabella E. La Brie, who are 11 years of age. Currently, the parties have 50/50 shared custody and they have joint legal custody with various provisos such as deferring to the children's pediatrician as to medical decisions about which they could not agree. Plaintiff has tie-breaking authority on educational decisions.

2. Since approximately December of 2017, the children have engaged in mental health therapy with Amy Rudich, LCSW-C. While for a short period of time, the children's therapist regularly met with the Plaintiff, and Defendant/Mother, Mother has ceased participating and has not been receptive to the therapist's intervention on issues of concerns,

and is not supportive of therapy. In fact, Defendant refuses to maintain a relationship with the therapist and therefore, is unable to address present or future problems with the children.

3. The children's therapist has identified issues. Significantly, one child has substantial anxiety and exhibits compulsive excessive behavior that is worsening. Further, at least one child exhibits age inappropriate behavior, behavior that is behind by five to six years, and which has substantially impacted the child's mental well-being.

4. The Defendant consistently interrogates the children about their time with the Plaintiff causing them to cry and argue with her, causing the children emotional distress. This interrogation, while in direct violation of the Consent Order that is in place at this time, has impacted the children's relationship with their Father, Plaintiff, causing them to think their relationship with him is wrong, all which is causing emotional damage.

5. Mother has made reports to the Department of Social Services that are untrue, unfounded, slanderous and misleading. Most recently, she reported to DSS that Father's residence did not have enough sunlight and was hazardous to the children and that a home inspection should be conducted and even requested the pediatrician to request an inspection. Given the conflicted relationship between the parties, it is the Plaintiff's contention that the Mother's anxiety, demonstrated by these actions, has been manifested in the anxiety and emotional damage of the children.

6. There was a child access investigation in this matter in 2015. At that time, Defendant/Mother was warned that intruding on the Plaintiff's parenting time was unwarranted and could generate anxious symptoms in the children to include "making them think something is wrong with their relationship with their father or themselves which can lead to emotional problems in the future."



7. Rather than heed this warning, the Defendant has increased her intrusion on the Plaintiff's parenting with the children. Defendant has been repeatedly disparaging the Plaintiff in the presence of the children, constantly questioning them about their time with their Father and has created a stressful atmosphere with an excessive amount of shouting and poor conflict resolution, while she continues to interrogate them about their Father.

8. Mother has not accessed counseling "to help her learn healthy alternatives to manage her feelings around the children being away from her or with their father", as recommended by the custody evaluator, Mary Stengel.

9. Given the age of the children, the high conflict, and the substantial concern with the age inappropriate behavior, i.e., developmentally behind by five to six years, it is in their best interest of the children that a Full Best Interest Attorney be appointed.

10. The appointment of a Full Best Interest Attorney could assist this Court in determining what custodial arrangement is in their best interest.

11. A Full Best Interest Attorney of the children can speak with the children in this matter to gain an understanding as to the underlying circumstances causing the conflicts to make a determination as to what is, in fact, in their best interest. The children's voices can be heard.

12. In addition to being able to speak with both parties and the children, a Full Best Interest Attorney can communicate with third parties, speak with any therapist, psychiatrist and/or school counselors, and advocate on behalf of the best interests of the children, and determine if a full waiver of privilege is deemed appropriate under *Nagle v. Hooks*.

13. Alternatively, the appointment of a privilege attorney only, in accordance with *Nagle v. Hooks*, 296 Md. 123 (1983), could assist the Court in determining what custodial

arrangement is in the best interest of the children. That attorney can decide whether to assert or waive a privilege on behalf of the children.

14. It would be in the best interest of the children that a Full Best Interest Attorney be afforded all of those rights set forth in the Order appointing counsel for the children, which is attached hereto and incorporated herein.

15. A trial on the merits has not been scheduled.

16. Plaintiff has agreed to pay for the Best Interest Attorney without a waiver to claim contribution from the Defendant at a final hearing on the merits. As such, there are no financial constraints imposed upon Mother with the appointment of a Full Best Interest Attorney.

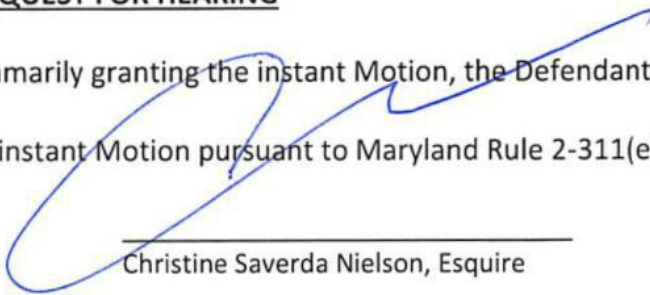
17. While the Court selects the Best Interest Attorney to be appointed, undersigned counsel has learned that Erika F. Slater, Esquire, Law Office of Erika F. Slater, LLC, 1515 LaBella Avenue, Suite 4, Towson, Maryland 21204, is available to serve as the best interest attorney, should this Court feel that it is in the best interest of the children that she be appointed. Ms. Slater is one of the panel attorneys listed on the Baltimore County Circuit Court Panel for Best Interest Attorneys and her practice is almost exclusively dedicated to issues related to minor children. She has advised that she is able to accept the appointment given the Scheduling Order in this case.

#### **STATEMENT OF GROUNDS AND AUTHORITIES**

1. Md. Rule 9-205.1 (2019).
2. Md. Rule 2-311(e) (2019).

**REQUEST FOR HEARING**

In the absence of an Order summarily granting the instant Motion, the Defendant respectfully requests a hearing on the instant Motion pursuant to Maryland Rule 2-311(e).

  
\_\_\_\_\_  
Christine Saverda Nielson, Esquire

**WHEREFORE**, for the foregoing reasons, Plaintiff, **LAURENT J. LABRIE, II**, respectfully requests that this Court:

- A. GRANT** Plaintiff's Motion to Appoint Best Interest Attorney to Represent the children and Assert or Waive the children's Privilege;
- B. ENTER** the Order appointing Counsel for the children which is attached hereto and incorporated herein to this Motion;
- C. AWARD** Plaintiff any other relief that this Court deems just and equitable.

I, **LAURENT J. LA BRIE, II**, being over the age of eighteen, and competent to testify as to the facts asserted herein of my own personal knowledge, information and belief affirmatively represent:

**I SOLEMNLY SWEAR AND AFFIRM** under the penalties of perjury that the foregoing statements are true and correct to the best of my knowledge information and belief.

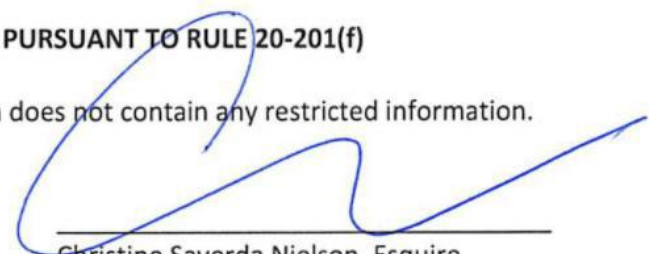
See Attached  
**LAURENT J. LA BRIE, II**

Respectfully submitted,

  
\_\_\_\_\_  
Christine Saverda Nielson, Esquire  
CPF #9206170213  
Law Office of Christine Saverda Nielson, P.A.  
600 Fairmount Avenue, Suite 105  
Towson, Maryland 21286-1000  
410.825.7200 – Office  
chris@nielsonlaw.com  
**Attorney for Plaintiff, Laurent J. La Brie, II**

**CERTIFICATE PURSUANT TO RULE 20-201(f)**


I hereby certify that this submission does not contain any restricted information.

  
\_\_\_\_\_  
Christine Saverda Nielson, Esquire

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 11<sup>th</sup> day of July, 2019, a copy of **MOTION TO APPOINT BEST INTEREST ATTORNEY** was electronically filed through MDEC and emailed to:

David D. Nowak, Esquire  
Law Office of David D. Nowak, LLC  
300 East Joppa Road, Suite 305  
Towson, Maryland 21286  
davidnowak@davidnowaklaw.com  
**Attorney for Defendant, Aurelia LaBrie**

  
\_\_\_\_\_  
Christine Saverda Nielson, Esquire

LAURENT J. LABRIE II

Plaintiff

v.

AURELIA LABRIE

Defendant

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IN THE

CIRCUIT COURT FOR

BALTIMORE COUNTY

MARYLAND

CASE No.: 03-C-14-013990

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**MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM**

Defendant, Aurelia LaBrie, by and through her attorneys, David D. Nowak, and the Law Office of David D. Nowak, LLC, hereby respectfully files this Motion to Dismiss for Failure to State a Claim and states as follows:

1. The Plaintiff filed a Petition to Appoint Parenting Coordinator on June 13, 2018.
2. The issue of custody of the parties' minor children was previously resolved by this Court in a Consent Order dated October 21, 2016, which was subsequently incorporated but not merged into the Judgment of Divorce dated March 21, 2017 (Incorporating the parties' Marital Settlement Agreement of February 1, 2017 into the Judgment).
3. The Plaintiff now seeks the appointment of a Parenting Coordinator post judgment pursuant to Maryland Rule 9-205.2(g)(1-9).
4. Pursuant to Md. Rule 9-205.2(f) in pertinent part,
  - a. "In an action in which the custody of or the visitation with a child of the parties *is in issue* and the court determines that the level of conflict between the parties with respect to that issue so warrants, the court may appoint a parenting coordinator in accordance with this section. 1) **Appointment**

**During Pendency of Action.** On Motion of a party, on joint request of the parties, on the court's own initiative and after notice and hearing, the court may appoint a parenting coordinator during the pendency of the action.

Unless sooner terminated in accordance with this Rule, the appointment shall terminate upon the entry of a judgment granting or modify custody or visitation. 2) **Appointment Upon Entry of Judgment.** Upon entry of a judgment granting or modifying custody, *with the consent of the parties*, and after a hearing, may appointment a parenting coordinator." (emphasis added).

5. The Plaintiff cannot be granted the relief requested by him, pre-judgment (the appointment of a parenting coordinator) because the issue of custody was already resolved in a prior judgment and is not at issue, as required by the rule.
6. Furthermore, the Plaintiff also cannot be granted the relief requested by him, post judgment, because the parties have not consented to the appointment of a parenting coordinator, a critical element of the rule, as stated in the Plaintiff's own Petition at paragraph 15.
7. Pursuant to Maryland Rule 2-322(b) a motion to dismiss may be filed before the answer to the pleading for failure to state a claim upon which relief can granted.
8. On its face, the Petition lacks sufficient facts to satisfy the required elements required to permit an appointment of a Parenting Coordinator.
9. Additionally, the predicates that custody be at issue and/or the parties consented to a Parenting Coordinator have not been alleged, nor satisfied as required by the rule.

10. A Complaint should not be dismissed unless it appears that no set of facts can be proved in support of the claim set forth. *Simms v. Constantine*, 113 Md. App. 291,294 (1997).

11. In this case, the Plaintiff has failed to provide sufficient facts to support his Request for a Parenting Coordinator and it should be dismissed.

**PRAYER FOR RELIEF**

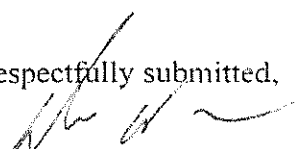
**WHEREFORE**, Defendant respectfully requests this Honorable Court to:

- a. Grant her Motion to Dismiss for Failure to State a Claim.
- b. Award Defendant reasonable attorney's fees and costs for having to reply to file this motion.
- c. Award Defendant such other and further relief as this Court may deem just and proper.

**Statement of Authorities**

See Maryland Rules: 2-311, 2-322(b), 9-205.2(f)  
*Simms v. Constantine*, 113 Md. App. 291,294 (1997).

Respectfully submitted,

  
\_\_\_\_\_  
David D. Nowak, Esq.  
Law Office of David D. Nowak, LLC  
300 East Joppa Road, Suite 305  
Towson, Maryland 21286  
(443) 470-9071  
davidnowak@davidnowaklaw.com

**CERTIFICATE OF SERVICE**

This is to certify that on this 31<sup>st</sup> day of August, 2018, the foregoing was mailed first class, postage pre-paid, to:  
Kathleen M. Wobber, Esq.

PLAINTIFF'S ERRATA SHEET FOR THE TRANSCRIPT OF:

Case Name: La Brie v. La Brie  
 Case Number: 03-C-14-013990  
 Hearing Date: December 14, 2021

CORRECTIONS:

Pg.	Ln	Time	Now Reads	Should Read
Pertinent to Present Appeal				
66	8	10:02	[Mr. Nowak:] So, if Anya was living primarily in Maryland, she could continue seeing you, right? [Ms. Wrona:] If scheduling permitted and she was predominantly with Dad, yes.	[Mr. Nowak:] So, if Ania was living primarily in Maryland, she could continue seeing you, right? [Ms. Wrona:] If scheduling permitted and she was predominantly living in Maryland, yes.
Other significant corrections				
34	23	9:21:00	[Mr. Alcarese:] I had absolutely no knowledge of either my clients or Mr. LaBrie that there was any future plans...	[Mr. Alcarese:] I had absolutely no knowledge from either my clients or Mr. LaBrie that there was any future plans...
35	23	9:21:40	[Ms. Bell:] I think they will be back with it, Your Honor	[Ms. Bell:] I think they will be fact witnesses, Your Honor and or, and or experts
69	13	10:07	[Ms. Wrona:] Sometimes there is a clear preference, but, actually, there is a clear preference but she certainly does get along with her mother.	[Ms. Wrona:] So, there is a, there is a clear preference, but... actually no "but", there is a clear preference but she certainly does get along with her mother.
80	13	10:38:40	[Mr. La Brie:] I was going to maintain the same custody arrangements except I offered to consolidate her time, her five days every two weeks into one block instead of one Thursday or one four days maximum. So I offered to consolidate that time so it would reduce her financial woes and maintain the same number of days of custody for her.	[Mr. La Brie:] I was going to maintain the same custody arrangements. Except I offered to consolidate her time, her five days every two weeks into one block instead of one Thursday one week and four days the next. So I offered to consolidate that time so it would reduce the financial load and maintain the same number of days of custody for her.
93	16	11:03:10	[Mr. La Brie:] she had expressed objections to basically anything, anything that required, that would have amounted to a physical school.	[Mr. La Brie:] she had expressed objections to basically anything, anything that required, that would have taken them out of a physical school.