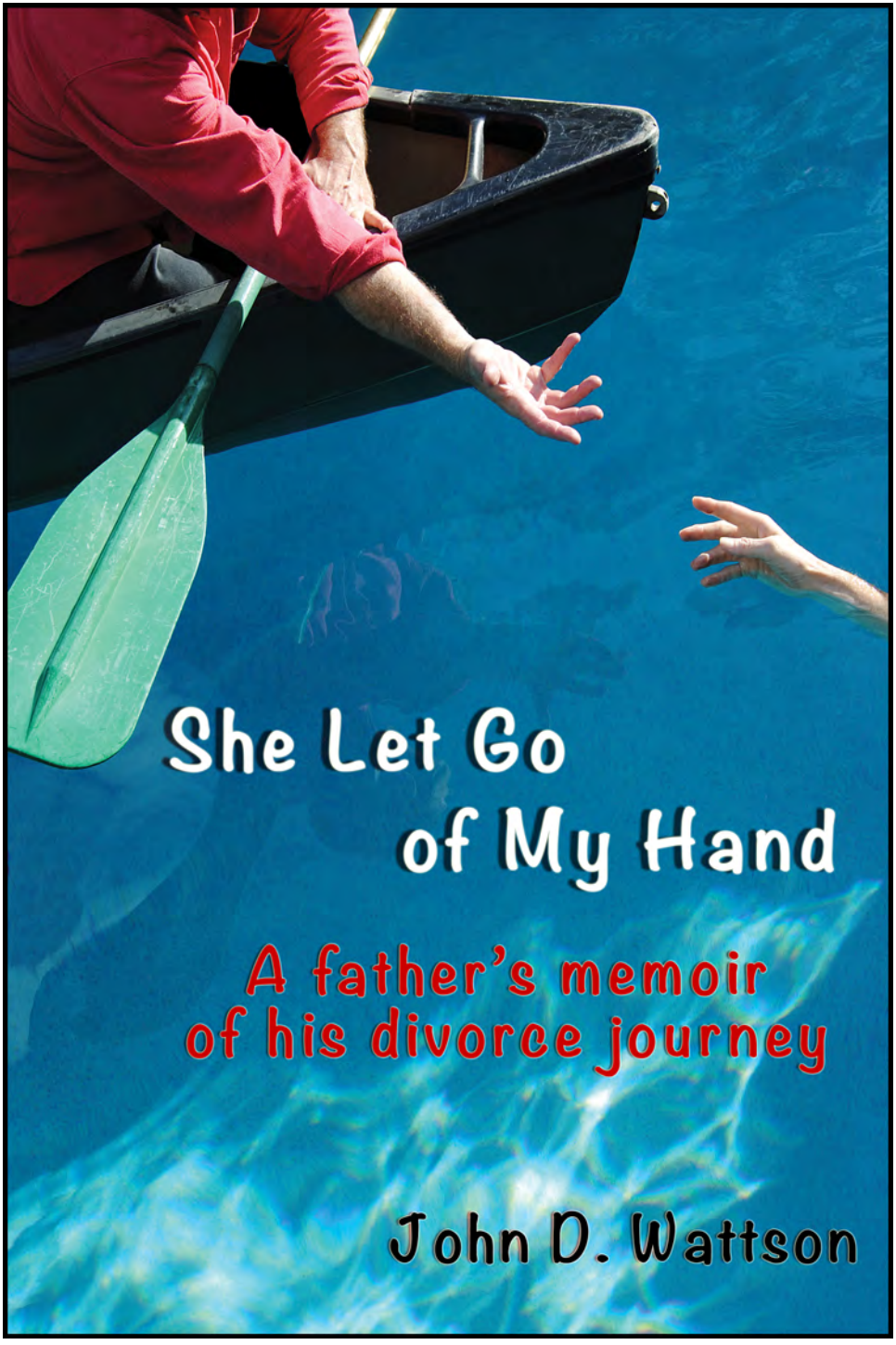

She Let Go
of My Hand
A father's memoir
of his divorce journey
John D. Wattson

DISCLAIMER: *This is my story and I've told it as I remember it and to the best of my ability. My intent is to share the story that I know to be true…for me. I stand behind the truth of the events and memories. The names of the characters have been changed to protect the innocent parties. Even the names of the guilty have been changed…as a courtesy. Any similarities to actual persons, either living or dead, are merely coincidental.*

www.SheLetGoOfMyHand.com

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by

John D. Wattson

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Calm

We travel our life journey in a small boat…just the right size for her and I
Too many times, we've experienced rough seas
17 foot waves often try to veer us off course…
The wake of other ships seems intent on tossing us out of our little boat.
The journey thus far has been to just try and hold on

It's easy to see interesting things on either side of the boat
One or the other of us will lean over the edge to get a closer look
This has only made the boat lopsided…
Nearly capsizing us…way too often

Sometimes, we see the huge waves coming at us
We try to run from one side to the other…to balance ourselves
Even after the waves have subsided, we continue running back and forth…
It's what we've gotten use to doing to steady our boat

This does nothing but continue to create waves
WE create the waves by running back and forth
In a vain attempt to stabilize the boat

If, however, we remain calm…
Seeing the waves and other interesting things as mere distractions…
If we remain calm and simply move together towards the middle of our boat
We can stop creating unnecessary waves…and
Little by little the boat will rock less and less

If we lie together…quietly in the center
The waves will eventually subside
The little distractions will eventually float away on their own

If we cling to each other...the other we've always enjoyed…
And loved…
The rough seas beneath will return…
To calm…to love…to us

Prologue

The "Calm" in a relationship does not return when one passenger disembarks. Instead, a different "calm" eventually emerges—typically called the "aftermath." My wife and partner of 33+ years—I'll call her Veeby—gave up on our couple-ship, got out of our boat and then proclaimed she had…

"…washed up on a beach of love."

However, I believe she never made it to the shore.

When Veeby got out of our boat and "let go of my hand," she began to sink very fast into the watery depths of despair, fear, and eventually ***anger****…which seems to remain her final resting place. She managed to tread water long enough to hurl floating debris [as bombs] back towards the boat, however. This created even more waves, purposefully trying to tip me out of the boat, all the while creating a wider gulf between us.*

I find myself agreeing with the character Gimli…
from the ***Lord of the Rings*** *Trilogy—who said:*
"Faithless is [she] that says farewell when the sea [~~road~~] darkens."

As you will read in the following pages, Veeby and I acknowledged our journey together would be long and difficult, but also ***joyful****. Veeby chose to "get out" during troubled seas and has seemingly forgotten all the fun and wonderful times we had on board. Of course, we had many "less than wonderful times" as well, but I believe that would be a typical description of most marriage relationships.*

Since I consider myself a Reductionist, here's how we got to this place:

- *I hurt her,*
- *she hurt me,*
- *we decided to divorce…*

…and then all hell broke loose.

Of course, there's a lot more to the story, but that's the short version.

Indeed, there are two sides to every coin, or story…and this is mine. I don't normally write out my thoughts and feelings—it proved far too risky within the relationship to expose what I was really thinking and feeling. I always believed that if my diary or journal were ever found, the information would be used against me.

Now, I write mostly for me…as a cathartic experience…but also to highlight the injustice that screams throughout the story.

I write for our children—when they are ready to read the story—for further understanding about this turbulent time in their lives.

I write for our friends and family who may have witnessed some of these events…but only saw one side of the coin at the time.

I write for the roughly 60% of people that have experienced divorce trauma themselves…who may recognize some of the pain and injustice…who have learned from their experiences, survived and are hopefully now thriving.

I also write to educate and gift empathy and gracious understanding to the remaining 40% of folks who have not gone through the trauma of divorce.

I am trusting that Iyanla Vanzant's wise words will come true:
"When you stand and share your story in an empowering way,
your story will heal you and your story will heal somebody else."

So, without further interruptions…other than Veeby's voice in my head…I will tell you MY truth and experience in the divorce journey. Since I journaled during that time period, I trust these memories to be accurate. Additionally, I will reference many of the court documents and transcripts…plus many handwritten letters, cards, emails and texts.

John

A Little Background

In the beginning, we were young and happy. Veeby and I met in high school, I "chased her until she caught me" as we liked to say, and then we grew up in life together. We married young and at our wedding, we purposefully did not use the "traditional vows"…instead, we each said the following:

Before our friends, family and God,
I stand here today committing my life to you.
I choose you as my companion and friend through life.
To share with and love with; to accept and respect.
I commit my time and understanding; my loyalty and love.
I promise to continue dreaming and working with you;
to make our lives worth having lived.
I choose to share my life with you.

We publicly acknowledged we were on a journey together…by reading this during the ceremony:

The way is long…Let us go together
The way is difficult…Let us help each other
The way is joyful…Let us share it
The way is ours alone…Let us go in love
The way opens before us…Let us begin.

15 years later, we used the same vows and reading at our Renewal of Vows Ceremony.

We were very much in love and looking forward to our journey together. Veeby was happy. Within her early cards to me, she wrote:

> ***1st Anniversary—****My Dearest John, One year ago, we started on an adventure, and tomorrow—one year later—we'll do the same! Let's make it worth remembering! I love you—more than ever!*
>
> ***3rd Anniversary****—My Dearest John, The last three years of my life have been "transforming." That's because when I met you, you loved me enough to allow me to change. You've allowed and helped me change, John. You taught me what it is to feel love and most importantly to give love. I've learned to love through you. For that I am forever in your debt. Let's make the next three years as "transforming" as the last three! I love you!*

My Birthday—*My Dearest John, My wish for your birthday is that you acknowledge the wonderful person that you are. You should let that wonderful person be known by others than just me! Thank you for sharing your life with me.*

4th Anniversary—*My Dearest John, Thank you for coming and staying in my life. You give my life the stability I've always needed—you are my rock! Thanks for loving me and letting me love you. Happy 4th Anniversary! With all my love,*

5th Anniversary—*I love you very much, John. I want our lives together to be filled with joy…for the way has been joyful—so let us share! Happy 5th! Much love…*

Valentine's Day—*John, I love you more and more as the years go by! Here's to many many more years of love! Happy Valentine's Day!*

My Birthday—*Dear John, You grow more and more special to me as the years increase in our lives together. Happy 28th Birthday! I love you very much.*

7th Anniversary—*Dear John, Happy Anniversary—7 years! We have a lot of changes ahead of us—but I know our relationship is strong and can only grow from them. I love you very much.*

You get the idea.

However…a **darkness** slowly entered our relationship, as evidenced within her writings: *[cue the dramatic music: **"Duh, Duh, Duh"**]*

My Dearest John, I want to be able to undue [sic] all the hurt and cruel words I've caused and used—but apologies don't seem to suffice. I want to be able to promise that I'll never act or say such things again, but I know that I can't promise that because I'd fail and I don't want unbroken promises to be between us.

I know that the biggest weapon I have to use against you is the threat of leaving you. I never want that to come about, but sometimes I fear that I'll go through with it just to prove my point. I don't want to be like my father—backed into a corner by his pride and going through with actions that only hurt all who are involved.

You are a very wonderful human being, John—you are because I would have never married you if you weren't. I know that I'm immature in many respects but about this I'm not—you care enough to love me and stick with me and that takes a lot of caring and goodness. I'm not an easy person to live with—I wish I could change—maybe I can but it would require your help. You've helped me already—so much! You've taught me to open up and be willing to love!

Believe me when I say that I never want to hurt you—I hate myself when I'm hurting you—it's just a vicious cycle that I don't know how to stop.

It's very hard for me to forgive myself for causing you pain.

I want to be good for you, John, but I really don't know how. I say you're selfish—and part of me believes that—but part of me knows that I'm accusing me, not you. I'm very selfish. I love you, John.

And…

John—I'm tired of saying I'm sorry—but I guess I am. Don't cut me off—I need you to stay in there with me and let me be angry—it won't get overwhelming and out of control—as long as I know you care and understand—I just want it to be the two of us, not just me.

And…

You have become an ugly man, John, both in body and soul. Lately, I wonder why I stick around. I will chose another person to be emotionally close to. I have always given you that part of me—but I won't trust it to you anymore. Sometimes it amazes me that knowing that I'm vulnerable you continue to hurt me. You should be ashamed of your ugliness John, I am.

And…

John—I've been very angry at you for awhile now and it's taken me some time to figure out why. The way I see it is this! You always get what you want—if I get what I want I hear from you over and over again how I either "manipulated" it out of you or "tricked" or "whined" or "nagged" or something to that effect. I'm never allowed to just want something and feel entitled to get it. When I do express my concern or disagreement with what you want to do, I'm painted as unsupportive. I'm sick and tired of this—I have a wealth of anger towards you about this. Lately, for the first time ever in our married lives, I've entertained thoughts of not being married to you. I know, that's taboo with you, but it's how serious I am about my feelings towards you. Lately everything you do irritates me and that's because I have a lot of anger towards you and the anger comes from not being able to feel like I can want certain things in my life without having to constantly justify them. I am tired of having to explain and justify my wants to you. Why is it assumed that your wants are more valid than mine? Don't say they're not because you act like they are. My wants are passed off as trivial—you are not the end all, be all. I'm tired of playing second fiddle to your wants and I'm angry.

And…

John—I behaved badly last night. I'm sorry! No excuses offered, just an apology! I love you.

And…

My anger flows—often at John—he'll tap into it and out it comes—when it needs to have been directed at my father for his distance, at my mother for her complicity and need to protect my dad from my anger—her own anger. John

and I entered into an unconscious dance—complicit in each others anger issues. But my passion for John got buried under fear—fear that I need him too much, depend on him too much—that he wouldn't reciprocate. That I don't love him as much as he loves me so that I won't feel too vulnerable—find out he doesn't love me. I resented [his work]—it caused me to pull away—to close my heart to him—to be cruel to him—cut him off, to be repelled and not want to be loving—tender—caressing—all the things he wanted—I didn't want to feel them—because it left me scared that if I gave him that—he would just take and retreat to his world—his work—with my gift without me getting anything back—I would be left emptied, so I hoarded my love—which drove him further away. What a vicious cycle.

Again, you get the idea.

• • • • •

In contrast to her verbosity, I never really felt safe enough to write out my feelings on paper. The few times I tried to keep a journal, it was "found" and was "discussed" between us. I clearly remember destroying my fledgling journal after that. So, I was surprised when many years later I discovered two pages from my handwritten journal entry I'd written in 1982…two years into our marriage…that I'd stuffed between the pages of a book and had miraculously survived:

For the first time, I really feel like being away from Veeby. She makes me so mad; she's rude to me; she's always fighting; not a nice home life. Today, we've not talked all day long and have been avoiding each other as much as possible. I want to tell her to stay when she goes [to visit her family]. I really feel like divorcing. She says such mean things to me, I retreat more and more.

If I divorce her, I could still live off my job and continue living. She'd be forced to go home, or find her own place [and have to work]. I wouldn't mind leaving her here, and I'll move elsewhere. She can keep everything.

I might miss her being around, but I won't miss her constant bickering…about how I drive [never correct]; My body odor and bad breath in the morning; how I can talk all I want, but I don't love her like I used to; she never lets me finish a sentence! I don't like talking with her. She's always right; She never apologizes either.

"The only thing keeping us together is that we are here together." Fine, let's split up! I'll make it. Of course I'll never be as mature as ***you****, but hey, you can just go ahead and feel sorry for me and the pitiful existence I'll end up living without you…Right! Sure!*

I think it's time I'm by myself. I've always thought that I'd be by myself, but then loused it up by marrying Veeby. She's just like her father, too!

Divorce is scary; but it's funny how Veeby keeps pushing me for it. Taunting me about it. I think the time has come. Will time pass and I'll miss her and want her back? Yes and No.

That was quite eye opening for me…to have found and reread those words written so very early in our marriage…yet, then finding myself still dealing with the very same issues and threats in the relationship 25 years later. Nothing had changed.

Obviously, I saw the conflicts, then chose to bury them…and kept them buried for many years until their existence could no longer be contained. An argument could be made that except for the joy of bringing our children into the world through our union, it might have been better had I acted on my earlier instincts and gotten divorced. Due to my upbringing, however, I was not able to seriously consider such a possibility.

My family of origin was very religious and conservative. That fundamental training had always cast a terribly negative connotation on divorce. Since we'd gotten married so young, I was still surrounded by all of that original "hard wiring" which dictated deferring within my relationship to keep the peace at all costs—to stay married no matter what. Indeed, we were biblically "yoked" together. Veeby and I discussed the concept quite often. She understood that dynamic within me and proceeded to beat me on the head with the constant threat of divorce if I did not conform to her wishes.

Even though I ended up hurting her—and she also ended up hurting me—we still had many wonderful and loving moments and experiences together, not the least of which would be creating our three beautiful children. That being said, let me state for the record: Being married to a Financial Analyst…definitely had it's drawbacks.

During our years together, Veeby needed to discuss and "analyze" *every emotional feeling she had* with me, in which I dutifully participated. However, when I did not participate, I was accused of "not putting emotional energy into the marriage." Her need to "over-process" every thought or feeling was something that never felt comfortable to me. Most of the time it just felt completely unnecessary.

Eventually, her over-analyzing thread was reframed that "**I** was not in touch with my feelings and emotions"—which was not true for me. I simply did not share her need to verbally express my feelings as often. I felt that words were quite often very limiting. My feelings were best expressed through my music and my actions. Veeby often stated that she was the only one putting the time and emotional

energy into "working on our marriage" but nothing could be further from the truth.

While I never really felt safe to speak my truths, Veeby was continually frustrated that I *thoughtfully* put my words together a little slower than her. She talked faster and louder than me. I felt a lack of graciousness—and a lot of belittling—during those times she spoke "to me." It was eventually framed that I was not as intelligent as her *[obviously]*, with which I never agreed. Since I was a Southern-born boy, my words just came out more slowly—I actually took a breath between my sentences.

Eventually, she would just complete my sentences for me, but at her faster speed. I would often remark that I *knew* what I was in the middle of saying, and that she would just need to let me finish my own sentences, thank you. It didn't usually work out that way. Our "discussions" often amounted to her asking several questions at a time, then my trying to answer the first question, while she continued on to the next several questions. A most awkward circular dance was developed.

• • • • •

One of our main dance steps, however, was nothing more than a re-creation of dance steps Veeby observed within *her* family of origin. I regularly endured the wrath of Veeby, and it felt like she was always angry with me over *"something."* When she was angry, she would typically lead us into the *Silent Treatment Tango* by withdrawing all communication with me for a day or two, sometimes more. Unfortunately, Veeby learned that dance from her father during her childhood—whenever he was displeased with *her*. Since I was her new [*unwilling*] *Tango* dance partner, she taught me those most uncomfortable dance moves. She withdrew and I pursued her—back and forth we danced for years! What had been her secret punitive behavior towards me during our marriage would soon become amplified within court records!

Veeby also desired that I engage in political dialogue with her—to debate and argue current events:

> *John—I wanted you to know that I truly enjoyed our time together [on vacation]. I think for the first time in our history we actually talked more about substantive things, even though it was a bit rocky. I'm glad you hung in there and didn't shy away as in the past. It is important to me that we have*

that together. That I know what you think about things. I want to admire that about you. You know the other night when [actor] was on TV and he was speaking so eloquently about what he thought was important in political life, I realized that this is what I admire—someone who is well thought out and isn't afraid to express it. Not be fanatical or extremist, but careful and thoughtful about well thought out issues. I want to have that with you. I think you do have thoughts and opinions but for reasons that I'm sure are partly my fault, you've kept that hidden from me. You don't engage in meaningful discussions and sharing of your thoughts. I wanted you to know I enjoyed it when you did. It's nice to share that way with you.

Now, I really don't care to be involved in politics or political debate…it simply doesn't appeal to me. I hardly ever "shared" thoughts or feelings in that area since it usually became an argument. Within the debating of a topic, she would feel the need to convince me she was right and I was wrong…try to change my position. That was absolutely NOT FUN for me to participate in that type of activity. I eventually was able to "use my words" to tell her I didn't feel "safe" in sharing my views or truths with her.

[FYI—My understanding of world and local issues is simply more inclusive…and concedes that there are valid points and concerns on both sides. I understand that based on perspective, one side is correct in their beliefs…just as much as the other side believes they are correct. I do not have a need to draw a line in the sand concerning absolute rights and wrongs. This basic knowledge allows me to have a broader world view—not excluding those who believe or think differently than me. Therefore, debating topics in that way…was of little interest to me.]

• • • • •

Even though Veeby married a musician, she felt threatened and jealous from the very beginning. Yep, good old jealousy entered into our relationship and slowly pervaded Veeby's every thought. During college, she was jealous when I simply practiced in the practice rooms, since it was time away from her. In the lobby of her college dormitory—before we were married—I was an unwilling participant in one of her major "discussions" in which she absolutely needed to know that she was "Number One" in my life…even more than music. I remember telling her that I didn't feel the need to chose between her and music, but wanted both. Having created music since I was five (5)…and a piano major at that time…the argument didn't make

sense to me. Of course, that was later negatively reframed, "I wanted my cake and to eat it, too."

Jealousy showed up if I spent time with someone other than Veeby. While I freely admit I'm much more comfortable hanging out with my female friends and co-workers, *[i.e., booking agents, publicists, artists and musicians]*, this frustrating thread was interwoven throughout our entire relationship. She wrote:

> ***I'm jealous****—jealous that he's going to spend time with her [booking agent] and not with me. It's accentuated because I'm lonely. I'm tired of living by myself, that's what it feels like. I'm living by myself even though we live together and I'm not so much blaming but feeling frustrated that it's this way. Why does he have to stay late to practice with him [musician]? That's going to get him home by 12:30 at night! I spend another evening alone. For the most part I'm used to it now. It's been about 3 1/2 years of lonely evenings. For the most part I just do my own thing and wait for him. Wait—one long wait. I'm lonely, tired of spending only snitches of time together and always feeling like I'm taking him away from something else if I request some time with him. Time—enough time has always been an issue.*
>
> *I don't really feel like I'm complaining anymore. I used to feel very bothered by it, now I'm just used to it. But, I don't want to be used to it anymore. Maybe it's insignificant and maybe it doesn't mean anything but, the fact of the matter is that she's getting some time when I'm not, when I feel I don't get any or nearly enough. I can offer no solutions. I want him to have her as a booking agent. I want him to create with the artists and the musicians and the photographers, etc., but it's almost like I just become part of the fabric of his existence and don't stand out—don't require special attention, special time. I'm not complaining, I'm really not. I'm just frustrated that that's all I get. That my life is permeated much too infrequently by his presence…by his time. If I don't demand, it's easy to just assume I'm satisfied and don't need. I* ***do*** *need—I need attention and time. I need to not be lonely.*
>
> *I need to not have to demand and feel guilty and conflicted for it. Maybe if we saw each other all the time we would be bored? We would get on each other's nerves, maybe? All I know, though, is the feeling of coming home and not having him to share the day with—not having him to experience. And the feeling of insignificance at not getting his time as if it were a gift bestowed on only the important ones and things in his life. I know I'm important in his life, but knowing that does not take away the feelings…the frustration of watching him share his time with others when I get so little of it. I feel myself getting bitter and resentment kills. I want to purge that from within. I write to get it out, to understand where it comes from. I'm jealous—jealous of the time he'll spend with [them] today and the 24 hours I'll spend without him.*

That was written when I was traveling out of town for musical "gigs." I would leave in the afternoons *[while she was still at work]* and be gone until the late hours. I often hung out with other musicians afterwards, since Veeby usually went to bed early for her work the next day. I was also teaching nights/weekends at a university, so when she would come home from work, I'd be AT work. During that time, we just had a schedule that had us missing each other. It saddened me when I learned Veeby was lonely during that time in our marriage.

Over the years, the jealousy theme expanded into accusations of being "too friendly" with a lady behind the counter at the coffee store…or "flirting" with the sales women at a retail store while Veeby tried on clothes in the changing rooms. What this good old Southern boy considered friendly banter, Veeby viewed as my "casting the nets" to see what I could catch.

Eventually, all the above was reframed as "I was not the marrying kind of man"—which was absolutely untrue from my perspective. I learned to not play as many out of town gigs and just worked from my home studio most of the time. That was better for me, since I'm basically a home-body anyway. That also allowed me to experience being "Mr. Mom" for our children. During our time together, I was extremely attentive, tender, loving and loyal to Veeby. However, she never really understood my loyalty, no matter how many times I tried to explain it with my words and through my actions. In her black and white version of the world, it didn't make sense and was beyond her comprehension. Even though she dealt with the many shades of gray her private clients would bring in during her Financial Analysis appointments, she could not tolerate any gray area or a different perspective within our relationship. In the end, things had to be *"her way or the highway."* The times that I would try to explain my side—my perspective or my truth—she'd claim I was "manipulating" or "rationalizing" or I was in "denial" or *[my favorite]* was becoming "defensive." Usually, her accusation of my being "defensive" occurred while I was in the middle of answering a question she'd asked.

As a "peace at all costs" kind of guy, I learned very quickly in the marriage to simply **defer**, for the sake of enjoying marital harmony. During her Master's degree, Veeby took an elective class in Psych-

ology and administered the MBTI *[Myers-Briggs Type Indictor Personality Inventory]* upon me when I *[involuntarily]* volunteered as her test subject. I popped up as an **INFJ**…the 1% club of the 16 possible personality types. Basically, I do not like conflict…it hurts my heart. However, looking back now I see myself having lived a 33+ year, drama filled, emotionally charged and conflict infected married life. WOW, what a ride! I'm glad the ride is finally over *[well, almost over]*. Veeby wrote:

> *…[John] wants order—calm—harmony—no conflict. Passion without conflict? How does that fit? We seem to be at cross purposes. I want conflict, according to John, but I don't…I truly don't. I'm just not afraid to be angry with him. Maybe I go to anger much too quickly and he not at all. We can both use to be more balanced individually in this area. I have seen his wanting harmony as boring, as the opposite of passion, assuming then that he has no passion. His passion is disguised, it masquerades as harmony…comes out of him in a way I can't understand.*

Everyone has a life journey which requires getting into their own little boat, possibly deciding to share a boat with someone, and then pushing off into the sea of life—all the while hoping and praying that life's waters will not become too rough. Try as we might to figure out the journey beforehand, "best laid plans" and all, it proves impossible. The twists and turns, the waves thrown at us by the sea, no one can know or prepare. It's the same for deciding to get married or starting a family. There truly is never a good or right time…you just have to take the plunge.

During our ending, I felt totally and utterly rejected and abandoned, which I know was Veeby's intent. I certainly was not prepared for the recast version of the *War of the Roses* movie, ours seemingly on steroids. The following pages will illuminate the absolutely horrible ending of "Us"…carefully and masterfully manipulated, produced and directed by the conductor, Veeby. Sadly, I believe her terribly misinformed decisions, rationalized spiteful actions and multiple misleading semantical games in order to "play the system" during the whole ordeal merely highlight how she's chosen to represent herself in this lifetime.

2007

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Decision 2007

The cartoon character, Popeye, said it best: I'd had *"all I could stands and I can't stands no more."* The last several months of therapy had led to the upcoming moment. It was time for *me* to "draw a line in the sand"—to clearly state what *was* and *was not* acceptable behavior, in order for me to remain in the relationship.

As we awaited our turn on the therapist's couch, I reread the words from Oriah's *The Invitation*, featured in a beautifully framed picture hanging in the lobby…and I wept. I had come to understand "owning my own power" and was about to verbalize it. While I'd never thought about existing apart from Veeby, it became clearer during that latest round of marital therapy that she was not listening or hearing me. While my youthful religious hardwiring dictated that divorce was "bad" and not an option, I found myself finally prepared to pull the divorce trigger.

Oriah's powerful words included:

I want to know if you can sit with pain
mine or your own
without moving to hide it
or fade it
or fix it.

Veeby and I had sat with pain many times, alone and together in marital therapy sessions. I expressed my pain and accepted hers. We were yoked together in partnership, sure to disappoint one another at times.

I want to know if you will stand
in the centre of the fire
with me
and not shrink back.

In all our joys and hurts, I had often stood smack dab in the middle of the fire with Veeby. I endured her venomous verbal anger, her

wagging finger in my face, her screaming at me usually nose to nose. I felt her eyes scorch my soul, and it hurt my heart. Yet, it never entered my mind to end our misery through divorce. Yes, I can say I'd successfully stood in the fire with my partner many, many times.

I want to know if you can be alone
with yourself
and if you truly like the company you keep
in the empty moments.

Odd, but I appreciated the validation of those words. As a musician, I was used to being alone in order to hone my craft. As a creator, I needed the quiet "empty moments" to envision and then implement. However, my need for alone time had always been a source of irritation to my partner.

I want to know if you can
disappoint another
to be true to yourself.
If you can bear the accusation of betrayal
and not betray your own soul.

This theme spoke the loudest to me…and made me cry the very first time I read it several months earlier. Veeby had threatened to divorce me over and over *[and over]* through our 33+ years together. I endured accusations of betrayal I knew had not occurred, but could not convince my partner otherwise. I was *finally* strong enough to **not** "confess" to something I hadn't done…just to keep the peace. I was finally strong enough to not betray my own soul.

In all our years together, I had *never* threatened to divorce Veeby. I had put up with all her emotional baggage and she'd put up with mine. Now, finally, I was about to enter a therapy session where I did not need to be changed or fixed. I had finally found the strength to be willing to walk away from our marriage and our partnership if *she* didn't change.

The door opened…it was time. We entered, sat again, and I began the session by reading the following aloud to Veeby:

NEW CONTRACT

Veeby—Here's what needs to happen in order for me to stay in our marriage:

- *I have allowed you to almost kill me...emotionally abuse me and beat me down. I will NO LONGER ACCEPT THIS BEHAVIOR FROM YOU. You must take steps to change.*
- *During the last seven years, I could have easily been involved with others and have not. While there is no way to prove that I have not, I have not. I have honored my renewed vow to you from seven years ago. If you do not believe this, then we need to end our relationship. I can't prove a negative.*
- *We have talked about the PAST way too much—have analyzed and processed it, gone to tons of therapy for it and I've allowed you to beat me up for it. YOU have NOT worked through this for yourself. YOU have NOT forgiven me. YOU will NEVER FORGET and will always try to MAKE ME PAY for past hurts. I have paid my dues. I am DONE hearing about your list of hurts each and every time you are angry. This has not been FAIR and has only served to KILL US.*
- *GOING FORWARD, we will NO LONGER talk about the past. The past is past—if YOU want to continue to swirl around in all our past hurts, then we have nothing else to talk about and we should end our marriage.*
- *Friends: I will have both male and female friends—NON-NEGOTIABLE. You will not try to control who I can have as friends. I have no problem letting you know who my friends are, but do NOT need to tell you everything that we discuss. They will be MY friends. I will continue to honor my renewed vow to you. You will work on this issue with a therapist to gain further insight into your insecurities and jealousy issues.*
- *Shame reduction for ME will include not allowing YOU to continue the belittling I've endured throughout our marriage. My thoughts and truths are just as valid as yours. Because they are not your thoughts and truths does NOT mean that "I am in denial." I will no longer tolerate your condescending verbal abuse. You will work on this with a therapist to gain further insight and I will work on "owning my own power" and speaking my truth more honestly to you.*
- *Our relationship has to be one of EQUALS, or it's not worth having anymore.*
- *There is no KING or QUEEN anymore. No more BROWBEATING. Neither one of us KNOWS IT ALL. We can DISCUSS things, but your DICTATING to me is no longer acceptable.*
- *I stand by what I have stated before: it is not the desire of my heart to end our marriage. However, I simply cannot survive as a person any longer doing the current dance steps.*
- *Either these changes are accepted, or I SAVE MYSELF by divorcing YOU and surviving.*

Her response? Veeby turned away from me, repositioned herself to face the therapist and speaking to *him* said she wanted to *"move forward with the divorce."*

I sat speechless. I was hurt beyond words. My partner wanted to end being my partner. She wanted to Un-Yoke us, after 33+ years together. I don't remember much about the rest of the session. I barely remember leaving…I was numb. I drove to a dear friend, who held me as I cried.

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That particular day, Veeby and I had planned to travel together for an out of town workshop. I was presenting at the State Convention of Music Teachers the very next day. She elected to *not* go on that trip. However, she texted me later in the afternoon that she wanted to meet before I left town. We coordinated to meet under a specific bridge on a major highway, after I was finished teaching.

We cried together under that bridge. We got in the back seat, held each other, apologized to each other and both cried like babies. I told her she *wasn't supposed to divorce me*…that this was simply another rough patch. We spoke about taking a year apart for space and healing, to find out what would be best and how to pursue it in the coming days. We discussed how we were simply unable to get past our accumulated hurts and differences. She superimposed various boundaries like a twisting maze of "walls"…to exert her control within our relationship. I always saw possibilities, not limitations. It was time for me to climb over the walls and get out of the maze.

So, I drove off alone…down the road to the Convention.

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Thus ended our "marital therapy." We had been in and out of therapy for as long as we were together. Couples therapy, individual therapy…constantly. Actually, it's hard to remember the times when were we *not* in therapy. From early on, we had to process how to fight fairly, and then *if* and *when* we would have children, and then her jealousy concerns, etc. It usually boiled down to **I** needed to be *fixed* —at least that's what I remember Veeby telling the therapist as the scissors were sharpened and a smock was placed around me before

we began each new round of therapy sessions. I learned very early that there really was no compromising within our sessions. Veeby thought or felt one way, and I usually felt or thought the opposite. The only way we'd been able to stay together for so long was through my uncanny ability to *defer*.

Since I prized peace…usually at all costs…it led me to defer my preferences most of the time within my primary relationship with Veeby. In other relationships and within my work life, I would never have accepted such bullying behaviors. However, I loved and built my partner up and eventually placed her on a pedestal. I actually created a most demanding and entitled little beast…and yet I would do anything for her…often at my own emotional expense. This led to a terrible power imbalance within our relationship. Once, she emailed one of her friends that she had placed me in a "time out"… like she was the parent and I was the little kid:

> *I spoke with John last night…he understands…he is in a "time out" but there are no guarantees…he just needs to realize he has to start putting effort into our marriage…maybe he will, maybe he won't…time will tell.*

I am committed to exclude the expletives, but really…**Dub Ya Tee Eff**? Her constant framing that I wasn't putting "effort" into the marriage…drove me crazy! I was eventually able to vehemently verbalize my disagreement.

Such was our dance. When we disagreed, she would usually yell louder than me and I would back down…to keep the peace. If I stood up for myself—basically, not backing down—we'd end up in therapy. Most of those sessions were intended to change me, since it was obvious *[to her]* that I was entirely "wrong." I jumped through so many hoops during our time together. I went to all those therapists and did everything Veeby asked me to do. I jumped over every obstacle she'd throw down, just trying to keep the marriage together. Still, she would say I hadn't changed…or didn't "get it"…or I'd crossed yet some other made up "line in the sand" or boundary…or wasn't putting effort into our marriage…grrrr!

There was so much built up hurt through the years…on both sides. Veeby wrote:

> *John—I know you are hurt with my outburst today. I know it probably seems to come out of nowhere… these feelings are displaced…I should feel*

happy to be with you, I should feel loving, and I don't. Know that I don't want to be mean to you….

And…

John—I long to be close to you. I know your hurt keeps me out—but I'm aching to be let in—to feel connected to you. I know I have hurt you—I acknowledge the times I have said hurtful words in my hurt. For all the hurt I've caused you, I apologize….

One therapist taught us the concepts of "Individuating" and "Withdrawing our Will" as to whether we stayed in our relationship or not. That's exactly what Veeby acted on at our last session…she withdrew her will to continue our journey….since I would no longer back down to her demands.

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The last storm of angst blew through our relationship several months prior. A jealous clod of a husband—let's call him an *Unenlightened Neanderthal*—came to our house to speak to Veeby while I was at work. He made accusations of my being "too close" to his wife…an adjunct member of the music department at my university job…who was also part of a five member group of friends that regularly stayed after work to talk and vent about our respective lives. While she and I were close friends, we were *not* "having an affair." The Unenlightened Neanderthal—*[Thal, for short]*—had illegally wiretapped and recorded a phone conversation between us *[felony offense]* that he then pompously played for Veeby to hear. There was nothing damning within that conversation, but just the fact that I was speaking with *his* wife, hurt Veeby. Later, both Thal and Veeby concluded that even if we weren't having an affair, then we *must* be having an "emotional affair." Yeah, that's the ticket! OMG—*we were friends*—both hurting and sharing in the safety of a group of friends after work.

I later learned that Thal and his *[then]* wife had decided to terminate their marriage the evening prior to his showing up at my house. It became *obvious* to Thal—since I was the only male member within that group of friends his wife was hanging out with—it made sense in his small brain that it *must* be my fault. I must have done STOLE HIS WOMAN. And if *he* was gonna lose his woman, then he was gonna make sure I lost my woman, too! Ugh, Ugh.

Thal landed at my house and proceeded to exploit Veeby's fears by using his suspicion *[not proof]* to not only hurt me by destroying my marriage relationship, but by throwing Veeby into needless turmoil. If Thal had "used his words" *[hard for an Unenlightened Neanderthal]* and conversed and actually LISTENED to his wife, a whole bunch of heartache could have been avoided on both sides. Alas, Unenlightened Neanderthals generally don't listen too well. They usually think they already know everything. They tend to yell and boast loudly as they bully their way through life.

Before I arrived back home after Thal's little visit, Veeby was already in a tail spin. She'd taken the two oldest children aside and told them mommy and daddy were getting divorced. She would later confide that she needed to tell our daughters to force herself to follow-through with the divorce. Talk about sacrificing your own children without regard to their well-being! What a horrible thing to have done. Not only were Thal's accusations false, but to compound the issue and mess up the children that way? Not a very well thought out plan. One daughter left and returned to college that afternoon before she and I could speak and process all of the information. While the other daughter was already going through a turbulent year of teenage angst, the divorce details Veeby shared melted the rest of her childhood away.

Not only was Veeby's insecurities exploited by Thal, plus the potential loss she was about to put into motion with a divorce, but there had already been many losses for her that particular year. Veeby had had yet another falling out with her own father earlier in the year—a long story with lots of hurts. She later wrote about feeling rejected as a daughter by her father, rejected as a mother by one of her kids, and rejected as a wife by me. *[Disclaimer: I never rejected Veeby, but she couldn't understand things any differently.]* Our family cat had just passed away. There were premenopausal issues going on during that time, and I got my head bitten off by merely bringing up *that* subject. The oldest girl had left the nest to begin her own life in college. In order to prevent further hurt from our middle girl, Veeby wanted to sever all ties and send her away to military school. *[I saved her from the military school option…whew!]* Like I said, there was a whole lot going on in our family during that time period.

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Early in our marriage—when we moved to Denver for our respective post-graduate studies—Veeby and I had several discussions regarding "opening up" our relationship to the possibility of experiencing "others" from time to time. This resulted in an *Agreement* between us…that if we ever acted on this, neither party wanted to know. Accordingly, I have no idea how that manifested itself within Veeby's life and decisions during our time together. I know that my acting on that permission allowed me to open and grow in my understanding of life.

During discussions within a therapeutic setting many years later, we re-addressed that *Agreement* and chose to return to our original monogamous arrangement.

Therefore, it's extremely MISLEADING and INACCURATE *[all the while remaining somewhat funny]* that Veeby would make the argument that I had "stepped out" on her…screaming to all who would listen. Nothing had happened within her and my relationship that both parties hadn't already agreed to. Her spewing vile accusations was just a cruel shaming game she used to sway sympathy from our friends and family, most of whom had no idea of our previous *Agreement*.

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Thal's false accusation set the stage for our last round of therapy. So, when a good intentioned friend suggested seeing a Sex Therapist, Veeby jumped all over that. It was obvious, of course—if I didn't desire her and *just her*, I must be a sexual deviant…a pervert…an out-of-control sex addict. Yeah, that's the ticket!

Off we went to Sex Therapy, i.e., we began another round of marital therapy. This time we were going to get me snipped and fixed to her liking—a little off the top, leave some on the sides—you know, get me fixed up nice and pretty so I'd follow her around like a dog. Veeby probably daydreamed about the envious comments she'd receive from her friends—how beautiful and wonderfully trained I was.

Whether I *was* or *was not* a sexual deviant was entirely dependent on which side of the bed Veeby woke up each morning. If she needed to shame me to others, I was portrayed as a sexual addict. She

had been given a new label to throw at me, in yet another attempt to hurt and control me. However, she also knew the *true me*…and that the sexual deviant claim was just a sham. During that time, she wrote my parents:

> *Let me reiterate now what I said earlier to you,* ***I do not believe John is a sexual deviant in any way, shape or form.*** *Let me also be clear that John has given me many gifts and joys throughout our 33+ years together, not the least of which are your three amazing grandchildren.* ***John is kind, loving and an amazing father to our children.*** *As I told you earlier, I am with him still because I love him deeply…I will not abandon him, I will continue to love him even if that means our marriage doesn't survive. I have told John all of this and he understands. I know I need to change, listen more and create space for John to feel comfortable challenging me more.*

My individual therapist was female and absolutely wonderful. She helped me find my *own* power and gave me permission to view the dynamics of what all was going on in my relationship with Veeby within a different context. I wasn't "wrong" or "crazy"—I just saw things differently. Thank you, thank you!

In order to get to the bottom of the whole sex addiction thing, I took the Sexual Dependency Inventory *[SDI]* test. I needed to score at least a "6" on their scale in order to qualify as a *real live genuine sex addict*. Unfortunately, I only scored a "2"—not enough—DARN! I was confirmed *[condemned?]* to NOT be a sex addict. Tested and confirmed, I was just a normal guy. But wait…there's more.

Even though Veeby had met that female therapist and "approved" of our working together, it became abundantly clear to Veeby after 10 sessions and my receiving a "normal" rating on the SDI, that *my* therapist did NOT know what she was doing. I had not "changed" sufficiently. So Veeby dragged me into a different therapist's office *[within the same practice]*, but now we would do "couples therapy." Now, for sure, I would be fixed! Yippee!!

So, the new *male* therapist read my SDI results. Luckily for me, if I would only see *him* for a year or so of additional therapy, and then retake the SDI, I would *definitely* score more towards being a *real* sex addict. He unbelievably and truthfully said that to me…WOW…sign me up! *[NOT]*

While those practitioners observed the Patrick Carnes sexual addiction model, I had clearly stated from the beginning that their

model did not feel right to me. However, as yet another hoop I had to jump through to "work on our marriage," I was then signed up for Group [Sex] Therapy. Yep, I attended Group Therapy for Sexual Addicts! A lovely time was had by all. I never felt like I belonged and eventually walked away from the group.

I was kind of hoping for an electric shock therapy session when I "graduated" from Sex Therapy…to erase all my memories of the entire ordeal.

Even though I jumped through her Sex Therapy hoop *[good dog!]* —to save and work on our marriage—Veeby eventually *[slanderously]* reframed that entire experience within court records as *"John has been in sex addiction therapy, and fits the criteria for a person with sexual deviancy issues."* Veeby excelled in playing semantical games. She loved to twist the truth to her needs. It has always been about Perspective.

SMOKE & MIRRORS

Threads of jealousy resurfaced several days before our very last therapy session. Veeby was aware I had just set up a new social media page, linked it to my website, and sent out a generic email to about 80+ people:

> *I'm trying to launch a new Artist Page for myself….*
> *Would you be able to "Like" my Artist Page, please? Thanks.*

It was Fall and the kids were preparing their costumes for Halloween, which fell on a Sunday evening that year. For reasons I don't fully understand, Veeby became jealous and suspiciously went looking for "evidence." So while I was at work, she tried to log into my *Facebook* account. She didn't know my password, so she submitted a password reset request. She then logged in, printed out the above little blurb and copied the 80+ contacts information. *[Talk about invasion of privacy!]* I later learned that she was *furious*—not that I'd sent out the promotional email, but that I'd sent it to the ladies in my group of friends.

Walking towards my car after morning rehearsals that Sunday, I found Veeby waiting for me, already seated in my hot car with the windows rolled up. She launched into a verbal rampage, waving a print out of the above little blurb. She told me to not come home.

I told her I didn't have any other clothes, but she countered that I had the clothes I was wearing. I told her it was my house, too…and that I didn't like her setting the precedent that she could "kick me out" whenever she felt like it. She yelled and ranted some more until I backed down…deferred once again…our normal dance steps. I spent the night with some friends, but more importantly, was "forbidden" to enjoy Halloween with our kids. CONTROL!

Apparently, there's a double standard when it comes to promoting internet pages which I never knew—I didn't get the memo. Evidently, it's completely acceptable if Veeby promotes her newly designed website to *her* email distribution list the month before…

> *Sharing my new website with you and*
> *bragging on my eleven-year-old son who designed it for me!*

…but *not* all right if I promote my new social media page.

SMOKE & MIRRORS

Over the next several days, Veeby continued to process her thoughts and feelings. She researched and emailed me about our *Individuating*:

> *I think this [article] sums it up well—I have to individuate from you to know what I want—if at the end of the process I want what you offer [and you want me] then we can come together as a "we"—but in either case I need this transformation for myself. I know you blame me but I hope someday you'll see it was the only way for me not to hate the person I'd become—now I can be freer to love you for who you are, without it hurting me. [she drew a little heart symbol]*

Since she and I married after college and then continued to "grow up" together as a couple, there is some validity to the suggestion that neither she nor I ever fully Individuated from our families of origin. Neither of us lived on our own prior to marriage *[college dorm roommates don't count]*. Based on our shared religious upbringings, it was just the thing to do back then…we got married relatively early in life.

Hindsight allows me to see how Veeby's Individuation process seemingly created an ugly monster.

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She also researched and wrote about Kabbalah:

> *I thought this article was interesting…*
> *I see myself as Binah consciousness and you as chochma :)*

The article then went on to include the following text about her "Binah" consciousness: *"…Binah is a female force and indeed the Talmud tells us that women have a higher level of it. Binah is the power of* ***control*** *[ya think?] and creative imitation." [Veeby drew and copied art, but did not create originals.]*

Also, *"Sometimes, people over-analyze, second guess and scrutinize. They are too heavily controlled by Binah, and this usually leads to negative results, as in, 'well, he texted me yesterday and told me he had a good time,' but then I thought, 'What does he mean by that? Isn't "good" kind of a generic word? And if he really cared wouldn't he have just called anyway?' Though useful, Binah does not always bring us to tranquility, harmony and big picture thinking."*

Oh…My…Goodness…the paragraph above is EXACTLY how Veeby rambled on and on throughout all her letters and emails.

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After her decision to end us, Veeby wrote *my* **parents**:

> *…I want to tell you both that I love your son very much. He needs your loving kindness and support right now.* ***I have asked John for a dissolution of our union.*** *I love you both and rest assured I know you love me. John and I love our children and will be forever linked through them. My prayer is that once this trial passes we will be able to have peace and love restored*
>
> ***John is a magnificent father to [our children] and has always been. He is a kind, loving, attentive man to me.*** *It is just time to move on for me. I want nothing but goodness and mercy to follow John all the days of his life. I love you all.*

And…

> *…just wanted to inform both of you that I am fine and so are the children. I also want to be accountable to both of you that* ***I have made many mistakes and erred towards John in our time together. I have apologized for my cruel words and actions towards him*** *and I want to let you both know that I take responsibility for my wrongs in our old marriage.* ***John and I have decided to pause and let each other heal.***
>
> *I want you both to be certain that* ***you have raised a kind, loving, and gentle man.*** *John is all those good things as well as things that aren't good, like all of us, we have our warts and all.* ***I have lived my life from a place of fear for many years, and that made me do and say hurtful things in order to keep John from hurting me.*** *I know now that I want to live my life from a place of love, to know that I am responsible for not letting myself get hurt.*

***I don't fear John**, I know whatever happens to us we will always love each other, our DNAs are forever linked. I pray you hear my words and forgive me if I have hurt either one of you with my past actions or words. I love you both and pray for good things for you both.*

She wrote *our* **friends**:

*Because I still love John and I know he has feelings for me, we are doing this **leaving as gently as possible**, so that neither one of us or the children has to be hurt any further…John and I want different things.*

She wrote **me**:

*John—You are my love and will always be. I know that now. You are right, there is only love or fear, and I have operated out of fear all of my life. **Out of fear has come my anger** and that has been **toxic** for me, you and our family. **My fear leads to my anxiety which causes me to act in damaging ways.** For all of this I apologize and take accountability. **I am not proud of how I have been acting with you.** I am grateful that it has brought me finally to a resting place of awareness and the choice I get to make now to live from a place of love. From this place of love, which is new and exciting for me to explore, I want to recreate my life. **I have washed up on this beach of love** and am exploring it all. I know that I cannot be a mate to you on a new boat without first getting my sea legs of love underneath me. I read recently that a healthy relationship is:*

I am me, You are you, We are us
I can grow, You can grow, We can grow

*I need to learn to be me. I need to not operate from fear and use threats of leaving you to keep you with me and calm my fears. **I was damaged before you met me…your love all these years has healed a lot of it**…I have to find a way to fix that and it will only happen if I operate from a place of love, for me, for others. I have attempted to keep from hurting by protecting myself from you, by controlling who you are I believed I could keep myself safe…you couldn't hurt me if I knew all of you…you have your own damages and hurts and didn't feel safe letting me know you. We went around and around in circles…hurting each other. Despite all that we have loved each other and our children abundantly. We have been able to rise above our past hurts and call out our better angels many times in these 33+ years. I want to continue calling on my better angel…believing that is possible, choosing to create my life differently, choosing to not get trapped by fear. **I know that fear is powerful in me** and will continue to trap me, but I have to believe love is stronger. I guess what I am saying is I have*

washed up on this beach of love and am exploring it. I long for company…I would welcome yours. But I accept that you have your own exploring to do. Our lives have touched and our DNA's are entwined forever even if we don't continue as mates. ***I know now that it is the desire of my heart to be loving with you and I believe that is possible independent of our being mates or not.***
I love you forever.

And…

John—Thanks for understanding my paranoia and fears—we will do this together—I know that. [drew a little heart]

And…

John—I respect you more than you can know for staying true to who you are—I understand that, because that's what I'm doing too—remaining true to who I am even though it is killing me to do so. You are and always will be my true love—my first love—I've been desperately trying to fight for our marriage so as not to lose my love and that's brought us nothing but grief and pain…I'm so sorry this ***separation*** *is happening—****I want to be as gentle as possible to you*** *and me as I pull us apart. If I could be different I would—but I'm not—in this lifetime we got many good years out of our union—we beat all their odds—but in the end we have to* ***let it go.***

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Veeby did have some "down time" between all her writings…which she used to throw dramatic hissy fits. Just a few examples will suffice:

- The previous spring, we were having one of her "discussions"—which meant I was being yelled at rather loudly. It happened to be a cooler, breezy day, so we had all the windows opened in the house. At the end of her loud sermon, Veeby drove off to work—she had "said her piece" and then left me in emotional shreds on the floor as she just drove away—a common occurrence. Veeby justified her actions thusly: She didn't want to hold onto her anger, but wanted to "get it out" so it would "get dealt with." During our time together, I was eventually able to "use *my* words" and tell her that *her* "getting her anger out" usually cut me like a knife, leaving me in *bloody shreds* on the floor. While *she* might feel great verbally expressing her latest *struggle*, I told her she shouldn't hurt me so deeply, since she supposedly loved me and we were married. However, Veeby's loud rant that particular day

was carried down the block in our development. After she drove off, one of the neighbors rang the doorbell…said she'd heard a lot of screaming and was checking to make sure everything was all right…WOW! All was not well in Camelot, indeed.

- Then there was the time we were having a lovely little "discussion" in the master bathroom. I don't remember the subject matter, but do remember ducking quickly to avoid being hit by the flying glass soap dispenser. I dutifully cleaned up the glass and soap mess she'd made…and then went out and purchased replacement soap dispensers…*plastic ones*.
- The day she elected to end us, she later cautioned me…that I'd better not go out and kill myself. I wasn't sure if she was *projecting* her own thoughts or not so subtly planting a suggestive seed for me to ponder. I later learned that she sought medical help the next day and received prescription drugs for anxiety and depression…which confirmed my belief she'd had those thoughts and *was simply projecting.*
- When I got back from the Convention, she broke down in our bedroom and lamented, *"How was she going to raise our three kids all by herself?"* I was standing right there…and replied that she wouldn't be raising them alone. I'd always been involved and would continue to be involved in our children's lives.
  [The phrase ***Drama Queen*** *entered my mind.]*

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Yes—all in all, it had been a very turbulent year. Veeby's decision to end us in the Fall…seemed logical to her and was originally supposed to be an amicable *separation*, during which time we'd figure out how to proceed. It didn't end up that way.

I believe Veeby did not honor our marriage vows when she decided to "withdraw her will" and end our partnership.

By getting out of our small boat, she was unfaithful in our journey.

2

Told the Kids to Float

Even though *she* wanted out of our little boat, she asked *me* to move out…to let her stay in our house with the children. *If I only knew then what I would come to know, I would have never agreed to that.* At the time, the whole separation thing was new to me and I deferred to her request. Even though I was the one that paid our mortgage and bills, and her income was our vacation and savings money.

Though we continued living together in the house for another month—even sleeping in the same bed—we agreed that we were "emotionally divorced," and would take no legal action for awhile. Her asking that I move out was framed that she needed time and space to heal. She *was* still my partner…whom I still loved and cared for…so of course I agreed to her request.

We spoke in depth about how we had both been involved with our kids during the coupleship, and would continue to do so. We specifically agreed that we had done **Life** well together, so we would do **Divorce** well together. *Unfortunately, that didn't work out so well.*

Since I worked primarily from home…with rehearsals and lessons at the University only a couple of days each week, I had always been an equal Co-Parent with our children. I was the constant—i.e., taking kids to the dentist and doctor appointments, picking them up or dropping them off to their sports events, rollerblading and biking them to and from school as needed. Not that Veeby didn't also, but it primarily fell to me. As a couple, I was the one to get up early with the kids and get them off to school. I would make the morning juice while Veeby often slept in until waking up just to see them off. In fairness, she sometimes would help make their lunches before school. Our entire married life, Veeby and I toggled the care of our children.

It took several days before everyone's schedules aligned and we could all assemble to discuss mom's decision, and the upcoming changes within our family. In attendance were our oldest daughter, Eliana; middle daughter, Noelle; youngest son, Mark; plus one mom,

one dad, one dog and the one remaining cat—all gathered for our family "pow-wow."

She and I explained the upcoming Separation. I clearly stated the Separation was mom's idea. SHE shot me one of her death looks the moment the words came out of my mouth…*but it was the truth*. That was the time to be real, to be truthful and calmly explain how it was going to affect all of our lives.

Since I had previously shared my little boat analogy with the family, I continued that thread and told our kids to simply FLOAT. I explained that they were about to be tossed into rough seas, but a symbolic "life preserver" had been placed around each of them that would keep them safe. I reaffirmed the rough seas would calm back down at some point and they would ultimately be all right.

I looked each of our children in the eye and told them to:

- *love on mom,*
- *love on dad, and*
- *don't choose sides*

Mom and Dad had already worked out a plan!

3

Plan A

So as to provide consistency in the lives of our children, Veeby and I devised an amicable **Plan A**. We discussed staying legally married until our youngest son finished high school, selling the house and splitting any profits at that time—maybe filing divorce papers then. That made the most sense to us, since the housing market had just crashed and we were upside-down with our mortgage. I would simply move out, per Veeby's request, but Noelle and Mark would continue to live in our house with mom. Eliana was already in college, so she was basically "gone." I would still see our remaining two children regularly since I'd continue to teach my private piano lessons at the studio in the house.

We decided to share the financial responsibilities of the household based on a 55/45 split of joint bills. Really, the unequal split was Veeby's idea, based on our income and a Child Support Guidelines Worksheet she filled out…whatever, I went with the flow.

It was only the beginning of my getting royally screwed.

We figured if I moved into a cheap little rental place, I could make ends meet. At that time, I was willing to take the big financial hit, in order to have Veeby and the children stay in the house. I was being loving toward my partner and our children. It didn't matter to me that Veeby was pulling the plug on us, I was still trying to do the right thing for my family. Such naïveté on my part.

We began to separate our bills and expenses into individual accounts over the next month. I helped Veeby spin off onto her own cell phone account. We terminated any credit cards that were in both names. We discussed who would take which car. She didn't want any payments, so she took the older car which was already paid off and I took the newer car. I set up "her" car with an automatic Toll device and attached payment to her credit card. I helped her set up her website on her own new account.

We even discussed whether to sell my grand piano. That was *my baby.* I had done a big project, earned enough money to pay off some of our bills and then bought my piano.

In one last moment of tenderness and clarity, Veeby wrote:

John—Don't sell your piano…you worked so hard for it.
Just leave it [at our house] and continue to teach here.

Her correspondence through the end of the year referred to the piano as "mine," but it would eventually become a "marital asset." Who knew?

Plan A was neatly laid out within a spreadsheet, showing her and my income and our joint and separate expenses. She and I wrote notes back and forth by hand on a hard copy as we ironed out all the details to make the 55/45 split happen smoothly.

• • • • •

Then, it hit me, quite unexpectedly. Not even a month had passed since her decision to end us, when she began referring to me as her "Ex." We had not yet decided how long to remain separated or how long to wait before filing any legal paperwork. We hadn't even decided *if* or *when* to file for divorce. We *had* spoken about what to call each other—possibly "former partner" since neither of us really liked "ex-wife" or "ex-husband" label. I suppose it's part of separating the WE that had always been into the individual parts. It just caught me by surprise. Seemingly overnight, I became her "Ex."

4

John Is a Cat…I Wanted a Dog

I learned that Veeby had already talked to most of our friends and family…spinning her version of the story…acquiring sympathy. Only a handful were *wise* enough to not take sides. It appeared that whomever presented "their side" of our story first, usually got to keep those friends! Most of "our" friends fell into her deceitfully spun web. Lesson learned.

In an email to some of our *wiser* friends, Veeby used the following metaphor:

> *It has been painful to realize that John is a cat who tried to be a dog all these years, but in the end is a cat and will always be. I do not want him to be anything more than who he is, he has tried to be a dog because a dog is what I want, but alas, he can only be who he is.*

While I'm aware she didn't mean it in a positive way, I'll reframe the above and wear it as a badge of honor. I like that cats are independent. I'm sure Veeby was frustrated during our time together that she wasn't able to "control" me like she would have preferred… couldn't get me to *do* whatever/whenever…and would have preferred to have a dog that would follow her around, doing exactly what she wanted…including being close enough to *kick* when she felt like it.

Although her email stated she didn't want me to *"be anything more than who he is"*…she sure didn't act or behave that way in the following months. Instead, she tried to *kill the cat*…stomp him…burn him… bury him alive…take away his offspring!

What Veeby never fully understood nor gave me credit for was:

I was an excellent dog!

I let her scream at me, kick me, shame me, abuse me and I continued to come back for more. I would be right beside her as she yelled, then comfort her, love on her…until she would mistreat me

once more…over and over again. Evidently, my being her faithful companion for so many years…in the end, meant nothing.

The collar got tighter and the leash got shorter during our time together—it eventually became hard to breathe. If I found shelter and took refuge from the abuse…I was punished more for being a "bad dog" when I returned home.

We actually *had* a family dog…it kept Veeby very happy by following her around…slept with her once I was gone…and worshiped at her feet.

5

Our Buffer

As we prepared to disassemble our life together, I went to the safe deposit box to retrieve my important documents. I discovered that Veeby had already been there and taken all of our buffer money—the cash we kept in case of an emergency. It was only $8000…but, it was $8000!

When I confronted her about it, she replied that she would hold onto it for us…i.e., CONTROL. I told her I'd need some of that money to get into a new place. She produced $2000 for that purpose.

However, since we'd decided I would not take any furniture, leaving everything at the house for the family, I was also going to need money for some basic furniture. Veeby suggested I purchase my furniture needs with a credit card…one in just my name, of course. She *needed* to hold onto my remaining half of the buffer money. She'd see "where she was" in a month, as to whether she could part with that extra money or not.

That really rubbed me the wrong way. It didn't seem right or fair. Yet, it was hard for me to stand up and ask for what I needed—the rest of "my half" of our buffer money. She wanted me to leave our house, not take anything, not let me have money to start my life over, not give me half our buffer money, and she was okay with that! To rub salt in the wound, I knew she'd already booked herself a "get-away" vacation a couple of weeks later!

Bolstered by my friends, I began a conversation with Veeby in which I asked for the additional $2000, my half of the original $8000.

O…M…G! The screaming, cursing, anger…good thing we had plastic soap dispensers! The "discussion" spilled out onto our driveway. Veeby was *not* happy and she very angrily let me know. That conversation ended when she stormed into our house and slammed the door closed, leaving me outside but luckily, not locked out.

Back inside and later that evening, she threw an envelope at me… with the remaining funds of my half of our buffer. Boy, was I surprised. I had stood up to her…and *she* backed down. She then stormed out of the house in anger, but texted me later:

John—I'm sorry. I don't want to fight with you.
You're half of our buffer is $4000.

The next day, I found a one bedroom rental, submitted application forms and began to shop for furniture.

6

Calculating the Manipulation

Veeby reached out to our most recent therapist a couple of weeks later. She needed advice and guidance since it was *"…extremely difficult for her to extricate herself from me…"* I was in disbelief as I continued to read her words:

> *I am trying to be gentle with John now because **I need him to see me as his friend** because I need his help financially during this transition in order to stay in the house and have the least amount of change for the children and me.*

We had already developed our **Plan A**. Why did she need to be so calculating in her manipulation?

I guess Veeby received the information she needed and figured out how to manipulate me. She then sent me this enticing email:

> *Subject: friend*
>
> *Hi John, you asked me if I would still be your friend a while back. I can assure you that I have always been your best friend and even though you may not believe it right now, continue to be that. I ask you to be my friend now. What I mean by this is that I want you to be your true self with me, just like you are with the other people you consider your friends. I don't feel that you have been able to be your true self with me and that is the relationship I would like us to have as we move forward in this **separation**. You have nothing to fear anymore by being your true self with me.*

I remember thinking, *"She doesn't want to know me."* She was separating us after 33+ years.

What a manipulative email.

7

Erased

Meanwhile, I began to feel erased. I was being erased from her life… slowly disappearing until completely invisible.

Someone was in Veeby's ear, giving her advice and counsel…*bad* guidance in my opinion. She'd started seeing one of our former therapists during that time period. She was hanging out more with her recently divorced sister, and some other "friend" who enjoyed "Sticking It To The Man" according to her social media pages.

I was *[am]* a touchy, feely person generally. It was my way to lovingly stay connected. Typically, as I would walk past Veeby, I would usually touch her back or stroke her hair…just to connect. I would just as often lean over and kiss her, or give her a peck on the forehead—it was just part of me. I was affectionate without thinking anything about it.

Until she announced, "**NO MORE TOUCHING**." Even though I'd heard her words about separation and perhaps eventual divorce, it just didn't register until she said I couldn't touch her in any way. It was the beginning of a new strangeness for me. Since we were still sleeping in the same bed, I had to make sure not to greet her in the mornings by caressing her face. Her new decision was a daily rejection of me. Not a great way to start each day.

I was being erased.

The hurts kept on a coming. Since I had never "ended" a relationship before, I didn't know if that was "normal" ending stuff.

DOWN CAME THE PICTURES…every single picture I happened to be in. All the *family* pictures came down…while I was still living there… before I'd moved out. At least she asked me if I wanted them before she threw them away with the trash. At least she didn't burn them in front of me. I grabbed them all and they are all safely stored.

I was being erased.

She UPDATED HER WILL, changing not only the Executor *[no longer me],* but the children's custody. She changed her Will to reflect that if she died, that I *not* "get" the children. Veeby designated they would go to her sister, then to a friend, then to my sister.

Wait, **what**? Veeby's need for CONTROL was clearly demonstrated with every deletion of my name from her Will.

I didn't think her new Will would stand up in court if challenged. I was their father for goodness sake. I should get to raise *our* children if something should happen to Veeby. It was just plain cruelty on her part to discount me as their father in this way. Jeez, I had multiple cards and letters from Veeby proclaiming what a *"magnificent father I'd been to our children—and had always been."*

I was being erased.

She CHANGED HER LIFE INSURANCE POLICY. Just like the actions with her Will, she took me completely off as Beneficiary. If she were to die, wouldn't **I** need the extra money to help raise our children?

I was being erased.

Her **NEW** FORMER NAME: Within the first several days after *her* decision to end us, not only did she start referring to me as her "Ex", but she started referring to herself using her maiden name. Even though no legal separation or divorce paperwork had been filed, she just became a newly named being. She stopped using her email address and internet domain name—anything that referenced her "married" name…was tossed away! She created her new name email address and her new name URL for the internet.

All of these actions seem beyond Veeby simply "reclaiming" herself. Her growing uncivil interactions during that time period seemed intended to inflict further emotional pain by overtly erasing that I ever existed in her life.

I was being erased.

Unwisely publishing her thoughts and fears through online social media, Veeby continued to spin her web, by trying to label me as a

"Master Manipulator" and *"Duplicitous."* That was indeed funny, since Veeby was strategic in both chess and life. The "Pin the Tail on the John" labels she used were merely projections of her own personality characteristics. I did not think strategically in that way, nor planned on how to manipulate people.

Actually, I considered myself more of a *Reactive*—meaning I reacted to all the hoops she had me jump through. As a *Reactive*, I accepted events as part of my journey and realized I couldn't control everything. Veeby hadn't yet come to understand that. So, I went with the flow for the most part. Not to say I didn't make plans or carry out complicated bigger projects.

I was being erased.

I do not believe the above actions were suggested by legal counsel. Documentation Veeby left lying around our house during that time affirms this belief. She did not contact a lawyer until the end of the year. Her actions were premature and specifically aimed to inflict emotional hurt upon me, the intended target. Unfortunately, she was just getting warmed up to her new life purpose…my misery.

I was being erased.

8

Thanksgiving 2007

Erasing exercises continued daily through Thanksgiving weekend. Since Eliana was home from college for the holiday, I suggested to Veeby that we take our annual family Holiday card pictures. My thought was that even though we were separating—and possibly divorcing in the future—we were *still* married and more importantly *still* a family. Veeby stated she did *not* want to send out a card that year…no way, no how. Alrighty, then! No family pictures were taken.

People came over to *our* house on Thanksgiving Day. The air was noticeably thick with "*they're getting divorced*" whispers from our family and friends. I tried to avoid the awkwardness of my presence by working in my office. When it was time for the feast, everyone filed through the kitchen to serve their own plates before being seated at the large family table. As was typical, I brought up the end of the line. I wasn't late to dinner, I was simply at the end of the line as a courtesy to our guests.

While I was still getting food on my plate, Veeby began the feast by raising her glass and toasting. The children and our guests looked over at me. I was still over in the kitchen and not at the table. I was taken aback and felt hurt. Why would Veeby treat me so horribly in front of our family and friends? I felt like her actions made her look petty.

I finished gathering my food and walked to the table only to find that no seat had been left for me. We were one chair short. The table had been prepared without one place setting. *Subtle*. I ended up sitting on the couch and ate off the coffee table. I had seemingly been expelled from the family.

I finished up quickly and left the house—I was terribly upset. I walked around the block and cried. I would never do something like that to her—I just wouldn't—it was terribly rude and uncivil.

Our children noticed…the cousins saw.

Later that evening, Veeby emailed a "Happy Thanksgiving" greeting to my parents which included a picture of her and our children taken that day. She labeled the picture, "my greatest blessings."

As in most intimate relationships, there are dynamics between the parties that might look benign to an outside eye. Those *in* the relationship fully understand what is being said, reading in between the lines. Veeby was LARGE and IN CHARGE. She was claiming the house and she was claiming the kids. I was OUT…there's the door!

Unfortunately, there was much more to come.

9

Took a Condo

I took my not-so-subtle cue and exited our house, stage left…into a small one bedroom condominium. While I moved *some* of my stuff, I turned my office/music studio at the house into storage space for the rest. I used the remaining funds from our buffer money to purchase home furnishings, had it all delivered and enjoyed putting everything together. I began a new chapter.

Even though Veeby wanted to end us, I was the one that moved out. I rationalized that I was willing to do that for a time. I paid 55% of her and the kids household expenses so as to not impact them too negatively until they finished high school. Our **Plan A** meant I left my teaching tools and supplies at the house, would live in a little hole in the wall and continue to see our children when I taught lessons over there.

In the category of "If I knew *then* what I know *now*"—since Veeby was the one who wanted to end our relationship, *she should have been the one to move out*. I was the one paying the mortgage! What did we know? Neither of us had lived through the divorce process before. I was simply trying to be a nice guy.

At that time, Veeby had an unrealistic expectation of how well everything would work out for her. She wanted out of our relationship, so she would (1) kick me out, (2) keep the kids, (3) stay in the house, and (4) have me pay for everything. A perfect little world…in her mind.

What was framed as my moving out as a time of "separation" for us to "heal," turned into the first of many manipulative moves in the new divorce dance. She led, and I reactively followed.

10

France Trip

In celebration of her new life, new house and new name, she left and took a week's vacation to France. She said she needed time to clear her head, heal, relax, recharge her batteries and rejuvenate—since everything was "just too overwhelming at home." So, over to the South of France she went to lay on the beach, eat some good French food and dance to some good music.

Veeby stated she needed to let her "inner child run free," so she booked a hang gliding excursion and landed on the beach.

My having just moved out, I returned to the house to take care of our children during her absence. When she needed validation documentation so she could log into her social media accounts from out of the country, I received a very nice "could you help me, please?" email. All my organizational skills—and the ability to scan—proved useful once more. It seemed I *was* good for *something!*

I replied to her email request and attached the documents, then ended by writing, *"Refresh yourself...cry for our loss, I still love you, Veeby."* For some reason, that confused her and made her sad. She later said she took a nap and woke up feeling stronger.

Just because Veeby made *her* decision to no longer be in relationship with me—withdrew her will, and all—didn't mean I had made the same choice. She and I had discussed many times through our years together the concept of my Unconditional Love for her. She never understood, nor would she commit the same in return. She lived her life based on the *"Why would I stay in a relationship if I were no longer happy?"* premise. The concept of *Unconditional Love*—never made sense to Veeby.

• • • • •

To confuse matters even more, she sent me this text when she returned…

John—I remember the good too. That's why my heart is shattered.
I pray for no more pain, no more sorrow for me…for you.
I send you love.

…and included a picture of herself in a *bikini* from our 25th Anniversary trip to Cozumel. Guess she loved me, she loved me not —she loved me, she loved me not. I no longer knew *what* was going on anymore.

11

Holiday Card…REALLY?

Subject: ***Merry Christmas from Veeby and her gang***
Wishing everyone a blessed Christmas and Happy New Year!
Love, Veeby

She sent out a Holiday Card to 87 of "our" friends and family, but excluded me from the picture. She didn't send me a copy or even let me know!

Every year for the last 30 years, we'd sent out a Holiday photo card. It documented the growth of our family—began with us as a couple with only cats, B.C. *[Before Children]* and then showed the addition of each child. We eventually became a family of five: Dad, Mom, two daughters and one son. I had just brought up the Holiday photo card subject to Veeby at Thanksgiving, which was the normal time we took the pictures. She strongly declared she did *not* want to send out Holiday cards that year, thus ending our long tradition. I even suggested at Thanksgiving that we could simply have the kids stand between us, but she completely vetoed the idea.

After her return from France, she elected to take pictures of just her with our children and then sent out her own Holiday card. Just another attempt to totally erase me from her life. Admittedly, I was too close to be objective and could only view my omission from the card as further cruelty—especially since I was the archiver within the family. The whole photo card was originally my idea.

I was also the "attention to details" person within the family. Translation—I made sure hair was combed, shirts were tucked in, everyone was smiling, I checked the energy within the shot, etc. That was not Veeby's strength… she seemingly just didn't have an eye for those details.

Within the picture that Veeby chose to represent "her and her gang"—the front zipper on Noelle's pantsuit was actually *open* in the picture…it was the second thing I noticed, after noticing **I** wasn't in the shot. Eliana told me later that she asked mom prior to taking the

pictures if she would be using them for Holiday cards and that Dad should be in the picture. Using the semantical games she enjoyed so much, Veeby stated, *"No, these are just to share with my friends."*

Veeby then asked Mark to create the Holiday card on the computer, told him what words to type and then sent it out to her *[limited]* email distribution list as *her* Holiday card. I had the Master email distribution list on my computer…she didn't ask me for it since she wasn't including me in the picture.

I only found out that she'd sent the card because she emailed it to *my parents*, who then forwarded me a copy. Wow! Was she trying to be covert, or just blatantly didn't care if I found out? Perhaps she was hoping it would *sting* when I discovered her joyous Holiday card? Yep, I was more than a little upset. Being erased from the family I created with Veeby…*my family*…didn't feel very good at all.

That particular year would have been the year to have *not* sent out a photo Holiday card, per her earlier preference. That would have been statement enough that things were changing for us. Instead, she declared to our family and friends the end of us, by my omission from our Holiday card. Again, how amazingly cruel.

What happened to the person who had *"washed up on a beach of love"* only several weeks earlier?

The Beach of Love Girl became upset with my parents for having sent me a copy of *her* Holiday card. Within their communications, my parents reminded her that *"Limited communication will continue to produce limited understanding of actions and intent."*

Unfortunately, Veeby continued her preference of CONTROL through "limited communication"…which indeed produced terribly "limited understanding" for our family, friends and myself as we went forward in the journey.

12

Baby Car

We bought our blue baby car when it was brand new. We gave it every ding and scratch—it was *our* dirt. Long since paid off, it was a stick shift and had power when we needed it. We both loved baby car.

We discussed the division of our two cars in preparation for the separation—one newer and one older—and Veeby elected to keep the older baby car. Several weeks later, she needed me to transfer the title to her so she could sell it to our mechanic.

Wait, WHAT? This was a change from what we discussed. She reframed her decision to keep baby car as *"John left me with the old car and I needed something more reliable."* Initially concerned with not taking on the additional expense of monthly car payments, Veeby then re-spun her tale into *"He left me the old run down car."*

SMOKE & MIRRORS

I wasn't happy about her selling baby car. She never expressed her *"needing something more reliable."* I would have taken baby car and enjoyed having no payments for awhile. She didn't communicate about it… she just *did*. I signed the car's Title over to her and gave it to her. Of course, I didn't do that the way she thought it should have been done. So, I had to jump through more hoops. Then, I wrote her an email:

> *Veeby—Regarding baby car, I wish you would have spoken with me about your decision to sell the car. The last time we spoke about the distribution of cars, we decided together to let you have baby car so you wouldn't incur monthly payments. We did not speak of baby car being in any way undependable. I would have been more than willing to have kept baby car...with no monthly payments...if you felt like you wanted our newer car with payments as a more dependable car.*
>
> *Communication with me would have been appreciated, Veeby.*
>
> *Today's Car Title stuff: Just so we are clear, I did not fill out the Title incorrectly. I gave the car to you and filled in the bottom portion of the form*

correctly, as directed by Sharon [whom we met with today]. Of course I don't mind trying to help you save money and not get a new title to only then sell to our mechanic—I understand the concept. I just don't sell cars regularly and needed to run this information past Sharon to more fully understand what you were requesting and it's impact on me. [BTW: it cost me to get a copy of the Title to give to you, which I've absorbed, and don't mind doing so]. Slow down, Veeby…breathe.

Veeby sold baby car and then purchased a new car, with payments. Later, she would gloat:

I am trading up…having fun…got the better deal…I feel like I've turned in all my old models and upgraded to new and improved ones!!

Putting 2+2 together = baby car and I were the "old models."

I still get to see baby car at our mechanics shop. Baby car still has the dented front left fender from when Eliana backed out of the garage. Our mechanic always comments how it's a great little car! *[We borrowed baby car several years later to let Mark learn to drive on her.]*

Once Veeby had her new car, I asked about her monthly payment—simply to update our 55/45 spreadsheet. She texted me:

John—You don't need to worry about my bills.

Alrighty, then—I was slowly catching on—**Plan A** was changing.

13

Christmas 2007

During a normal Holiday Season, we would have gotten our Christmas tree the weekend after Thanksgiving, and let it's smell and visual sensations put us in a festive mood during December. However, our family knew *that year* was not going to be any shade of festive. To me, it felt like being on Death Row—watching the rest of the world enjoy the Holidays while holding the knowledge that they remained oblivious to the upcoming end of your life.

Since Veeby laid on the beaches in France for a week, we needed to wait for mom's return before buying our Christmas tree. By the time she got back, most of the trees had been sold. It was almost too late.

Mom got busy on the phone and found a grocery store with *one* remaining tree, for $10. Veeby reserved it sight unseen…*"We'll be right there!"*

The kids and I discovered rather quickly that we couldn't take mom's car. *She* had a *new* car, and the tree needles might make a mess in her clean trunk. So, we took *my* car. The two oldest girls didn't care to go, so Mark, mom and I loaded up to go get our Christmas Tree. It certainly was not a joyous or festive ride to the store. I don't think anyone spoke.

Once we arrived, we found the Customer Service desk where they were holding our "reserved" tree. *Oh, My*—the tree reminded us of that pitiful Charlie Brown Christmas tree. We were use to big full trees each year. This was the sickly runt of the litter Christmas tree. Mark and I laughed out loud…mom wasn't laughing. Mom stood in line to pay the $10 while Mark and I placed our poor little Christmas tree inside a shopping cart and rolled towards the car to load it in. We laughed and sang *O Christmas Tree, O Christmas Tree* all the way to the car. We didn't need to strap the trunk down—the entire tree fit very nicely inside with room to spare.

Mom eventually arrived to the car after Mark and I were finished loading the tree. About to drive away and still laughing, I commented to Veeby, *"We've never bought a $10 tree before."* She replied, *"You still haven't [bought the tree]."* We stopped laughing. I asked her if she wanted money towards the cost of the tree *[my $5]*? She replied she didn't want *anything* from me. Alrighty, then! The ride back home was very quiet.

Mark and I continued to laugh about the entire experience for many weeks afterwards.

2008

14

Happy New Year…I Want a Divorce!

January 1st—Happy New Year! I received an *"I need to speak to you"* text from Veeby.

Oh, No—that didn't sound good. Getting *"spoken to"* was a whole lot different than *"speaking with"* someone.

In the days since her decision to end us, we'd spoken about taking a year of Separation for Healing and we developed our **Plan A**. We concluded that my being in a separate *[yet smaller]* place during that time would allow me to pay 55% of their household expense, thus enabling her and the children to stay in our house. Even though I didn't want the Separation, I was trying to be an understanding partner. I was being a nice guy…*[what's that saying about nice guys?]*. We thought it best to not make any major life changing decisions in the new year—i.e., selling the house, moving kids, actually filing for divorce, etc. We were trying to be "amicable" but we didn't really know anything about how to "do" the divorce process. Having been together for 33+ years, we would figure out that "divorce stuff" in the future. Indeed, Veeby spoke to my family and our friends…stating each time the words that we were "Separated."

Yet, Commanded to appear before her presence, I arrived. Queen Veeby then Proclaimed she had lawyered up and was moving on with the divorce.

Wait…WHAT? I had only moved out of the house one month before to begin our year of Separation and Healing!

Whiskey Tango Foxtrot?

She continued speaking—that we needed to have a sit down meeting in order to hear all the details and asked, *"How does next Wednesday look in your schedule?"* She was definitely presenting herself as *Large* and *In Charge*. I was taken aback.

I'll probably never know exactly *what*, but *something happened to Veeby* towards the end of 2007. Perhaps someone suggested our **Plan A** was a bad idea, or not how normal divorces worked?

Just days before Christmas, she described part of **Plan A** to *my* sister: *"…he still comes by here two times a week to teach his piano students and plays on his piano."*

Please note that the piano was mine—*which was true*—until the lawyers turned it into a "marital asset."

15

Sage Smudge Cleansing Ceremony

Veeby began burning incense and candles around the house in the late Fall. With the coming of the New Year, she was finally ready to cleanse "her" house from any remaining negative energies. With friends whispering guidance in her ear, she performed a pagan cleansing ritual, using sage smudge.

To further erase me *[seemingly]*, and keep future negative energy from passing over the thresholds of "her" house, she poured what appeared to be salt around the doors in a "KEEP OUT" semi-circle —perhaps placing boundaries the evil spirits couldn't cross? I don't know, it just seemed a little *weird*.

This is how my music students were greeted when they arrived for their first lesson in the new year—they had to walk over salt on the front stoop to come inside. There were piles of salt on either side of the front door to the house!

Veeby was there and I asked her about it. She said it wasn't any of my business and that it would eventually be washed away. So, I took her cue, got a bucket from the garage, filled it with water and washed it all away myself. I had students arriving for lessons and didn't want to explain the weird entry way.

I must admit taking the Cleansing Ceremony very personally. It hurt me to think she needed to cleanse me from her life. I didn't feel that way about her.

16

Veeby's Lawyer #1

Veeby sought legal consultation and eventual representation from one of her office complex neighbors. A relative newbie lawyer, which I'll call Lawyer #1, she was the first of what would eventually become six (6) different lawyers my "Ex" would utilize throughout the saga. I researched Lawyer #1's credentials online, but never met or interacted with her. Lawyer #1 would ultimately have a short shelf life for Veeby's legal needs.

While Veeby described herself as *separated* and needing information regarding a divorce, an interesting thread emerged in their discussions. Since I dabbled in creating acrylic oil paintings, Veeby felt entitled to a percentage of any sales of my paintings…and a copyright ownership percentage…and wanted to maintain control as to whom I could bequeath them to in my Last Will and Testament, should I meet an untimely death.

Wait, WHAT? Perhaps I should have hired some security guards to protect me from being killed off, which would make my paintings more valuable. Perhaps that was her plan?

Significantly, Veeby told Lawyer #1 she made less than half her actual income. Mere days before, Veeby filled out the Child Support Guidelines Worksheet for our **Plan A** using her "real" income amounts and arrived at the 55/45 split. All of a sudden, she "lost" more than 50% of income? Plugging her "new" income amounts back into the same Worksheet tipped the scales to a creative different split of household income. "*Presto, Change-O*"…meet the new and improved **80/20 split**…*improved for Veeby*…detrimental to me.

SMOKE & MIRRORS

There is no evidence of a lawyer recommending she lie about her income. Veeby made that decision entirely on her own. Whomever was whispering in her ear, making suggestions or whatever, the

weight of Veeby's decision to lie about her income rests squarely on her shoulders. By skewing the financial numbers in her favor, I'm sure Veeby thought she could "work the system" and get more money out of me.

Then there was Veeby's propensity to play semantical games. She told Lawyer #1 *"I gave him $4K back in November to 'help' him with all his expense in leaving—**so he has money**."* That was misleading to her new lawyer, since I'd already informed Veeby the month before the exact amounts I'd spent towards first and last month's rent, security deposit and new furniture. All that "buffer" money was gone…it was used to get me out of "her" house.

I screamed my head off when I became aware of her 80/20 split.

17

List of Demands

The Queen's appointed Wednesday rolled around and per Her Majesties' request, we met outside our favorite juice bar, where we use to go after aerobic classes. Veeby had changed *her* mind from our agreed **Plan A** and was about to tell me her new version, called "Filing for Divorce." She brought a manila folder filled with documents and her list of items to "discuss." I brought no documents. I planned to sit back, clasp my hands and just listen.

While she presented herself as being in control at the meeting—trying to remain "cool and calm"—all the items Veeby spoke about were contrary to what she and I had agreed to before I moved out. Curiously, as she mentioned our children, they were either *her* children, or *my* children, but never *our* children.

She handed me some paper and a pen, to write notes. Later, I saw what she *actually* handed me. I was to write my notes on the blank back side of her handwritten Child Support Guidelines Worksheet—the very form on which she wrote her "real" income and then used to figure out **Plan A**'s household expenses split. I'd never seen the actual form, I just went with her 55/45 calculations.

She began by stating that she was most concerned about Mark, who was only 11-years-old at that time…which she mentioned six more times during the meeting. She didn't want him to be hurt emotionally or physically by either of us.

As if sitting a child down to tell them how things were about to change in their life, she began listing everything she wanted…her List of Demands. Here are a few highlights:

Child Support: She needed our tax returns for the last three years, since Child Support would be based on our incomes. She'd already figured out that I would be responsible for 80% of the children's upkeep, so I should just count on that! *[oh yeah, she lowered her income amounts so I got bumped up to 80%…yippee!]*

Alimony: She would be requesting Alimony—*FOREVER*. She'd put 33+ years into our relationship and I owed her! She was NOT going to EVER get married again because she wanted my money! *[which she declared while wagging her finger at me.]*

Visitation: She was agreeable to "*work with me*" regarding my developing and continuing a relationship with our kids *[Thank you, Goddess]*. However, the continuing relationship can *not* occur at "her" house any longer...it's inappropriate and confusing to "her" children. *[What?]* As long as I coordinated with her *[i.e., ask permission]*.

Retirement Funds: She wanted half! *[We didn't have much, but I later learned that splitting in half was the law, so it was really a non-issue.]*

Life Insurance: She had already taken me off her Life Insurance as a Beneficiary. However, she "expected" me to carry a Life Insurance policy, and name *her* as Beneficiary. She said when I died, she wanted that money.

House Assets: She was "open" to dividing up "our stuff." She specifically mentioned the big screen TV and the acoustic piano *[both of which I purchased with money from a big project I'd done]*. However, since she considered those as "house assets," she wanted half of the money if I were to sell them. *[New legal sounding words…she'd been talking to someone.]*

Garage Opener: She wanted the "clicker" back. *[Not really a highlight, but funny she asked for the "clicker" back.]*

Files: She told me to return some files and folders that I'd *stolen. [They were simply files and folders we kept in my filing cabinets which I'd moved to the condo—i.e., pet info, mortgage info, etc. Nothing was "stolen."]*

Baby Books: She wanted our children's early "Baby" books back...for her to keep. *[Again, we simply kept them in the same filing cabinets.]*

House and Upkeep: It became "her" house, but she wanted it written into the divorce paperwork that I would be responsible for at least half of it's upkeep. She wanted to be able to keep or sell the house at her discretion, without having to consult me. Yet, she would graciously allow me to get half of the profits if and when she sold it. *[Thank you, Goddess]*.

Braces: She acknowledged that I was currently paying 55% of Noelle's braces. She said Mark would also need braces and wanted it

documented that I would be responsible for paying at least half of that future expense.

Taxes: Veeby **told me** that for tax year 2007, she would be filing as Head of Household and taking both kids as deductions. She **told me** that I could file as married, but filing separately. *[PERIOD!]*

Joint Bank Account: She wanted to close our banking accounts as soon as possible.

Post Office Box: She brought up that *she'd* had the box for 14 years and then, acknowledged *"as have you"*—and we needed to figure out what to do. I told her I wanted to keep it for me *[I assumed she didn't want to continue sharing it]* and that my music business was listed in industry databases with that PO Box address.

Then, she closed her manila folder, but continued:

Paintings and Copyrights: Veeby acknowledged that monies garnered on all of my acrylic oil paintings created while we were together could be used in lieu of Child Support—IF they were worth something—which they were not, but maybe someday they might be. However, since they weren't worth anything right then, she wanted it written into the divorce paperwork that upon my death, all the copyrights and ownership for *all* my creative pursuits from the past, but also anything in the future, were directed to be given to my *biological* children. *[CONTROL!]* I told her *that* issue was already taken care of within my Will.

Apparently, it didn't matter to Veeby. She was concerned that I *might* acquire another partner, that the new partner and I *might* adopt children and I *might* be encouraged on my death bed to change my Will to *exclude* Eliana, Noelle and Mark. She presented a paranoid scenario that somehow, someone would contest my Will and it *might* be deemed as invalid—and *she's just trying to protect* Eliana, Noelle and Mark. *[Did I already mention the CONTROL theme?]*

Oh, yeah…she *also* wanted a financial portion of some "to be determined" percentage of all my creative works up to that point—you know, just for the time she had been my partner.

[Anything else, Babe? A gallon of blood, perhaps?]

Teaching: She mentioned that she was really **Happy**. She mentioned how happy she was three (3) times. Apparently, she was also

Thriving…and finally at **Peace**. She hoped that *I* was happy that *she* was **happy** and **thriving** and at **peace**—OMG!

However, part of her continued happiness meant I could no longer teach at "her" house. I would have to find another place to teach my piano lessons.

REALLY?

She then ended our little meeting by saying that all I needed to do was agree to her Demands, her lawyer would draw up the papers, and I could simply sign the forms and be done—poof! *[I'm sure this somehow all made sense from her perspective. I should just "do" what she said, like our past normal dance steps—and she would go on her merry way, dancing a happy little jig.]*

I was amazed. I was dumbfounded. I hadn't spoken much…there was no point, no need. Veeby had all the answers she needed. Again, she acted like she was *Large* and *In Charge*.

Without further fanfare, we both walked to our respective cars. It was crystal clear to me—we were DONE. As I tried to back out of my parking space, she pulled up behind me in her car and blocked me in for about 30 seconds. I lowered my window and called out to her, *"What are you doing?"*

Veeby held up her hand in the "I Love You" sign and yelled back to me, *"You've lost your mind, John"*—then sped off.



My observations? Veeby was making a major assumption that she was going to "keep" the kids and I would get to visit. This was completely opposite our verbal agreements within **Plan A**. Plus, we had 20 years of Co-Parenting history with our children. I worked from the house and was always around our kids. It was a horribly unfair presumption…that she would keep the two remaining children and exclude me from their daily lives.

Visitation? We had *never* used that word—it was a "divorce" word—someone else probably placed that word in her mind. Plus, that was no longer the model since we lived in a Joint Custody state.

There was no more "Primary Parent" with the other parent only receiving "Visitation." The laws had *thankfully* changed. Each parent had the right to continue to be involved in their children's lives. Veeby was in for a rude awakening.

The house was OUR house, not "her" house. Both she and I were named parties on the Deed = it was *our* house. Since we had refinanced the house several years earlier under just her name, she had obviously forgotten or was confused. We could only afford to live in the house because **I** was making the mortgage payments, not Veeby. We were legitimately deducting 25% of our household expenses on our taxes because I taught piano lessons and had my dedicated music studio there.

Evidently, she began to think the house was hers alone, since I didn't "live" there anymore? She was trying to prevent me from coming and going as I pleased. Even though we'd agreed to my teaching at the house two days a week, she'd begun to reframe it that she was "allowing" me to teach there.

SMOKE & MIRRORS

I felt duped! I had agreed to **Plan A** parameters before I moved out, but then Veeby changed the agreement, with terrible consequences for me. It appeared I was going to be stuck in a one bedroom condo for a year and unable to teach from the new condo per their association rules. I would have gotten a bigger residence that allowed me to house the kids and had space to teach if I'd known Veeby was going to do this.

While our **Plan A** was only a verbal discussion and agreement between her and I, it existed. Why on earth would I have moved into a small condo that wasn't big enough for my grand piano or roomy enough to teach lessons? Why wouldn't I have chosen a place with adequate bedrooms for my kids to live with me half the time?

• • • • •

Regarding her expectation of receiving monthly Alimony, I never expected either of us would pay or receive it. Veeby and I earned close to the same amounts…both had Master's degrees, both were

relatively young and both had a reasonable expectation of continuing to make a decent income within our chosen professions. When I input **Plan A** "real" income amounts into a couple of Alimony Predictor tools I found online, it was another non-issue. They stated, *"It Is Very Unlikely That You Would Pay or Receive Alimony."* Only when Veeby changed her financial amounts could she make the argument for her receiving Alimony—which is *probably* why she changed her amounts—although, that would be deceptive and manipulative and lying, right?

My original acrylic oil paintings…those were **my babies**…each one just as important as each of our children. Mere words are not enough to convey the disdain and contempt I felt towards Veeby for trying to take them…or any portion…from me.

• • • • •

Veeby seemed to be disconnected from the realities of where we were in the process of divorce. Although she had changed the rules from **Plan A** to her "Filing for Divorce," the reality was neither of us had filed any legal paperwork. We were not legally Separated or anything. Still, Veeby happily broadcast to friends that she had, *"…tons to tell you…my great vacation in beautiful France,* ***my upcoming divorce settlement****, my newfound strength and happiness…." [The word "delusional" came to mind.]*

There *was no divorce settlement* in place—just her Demands and how she thought it would play out. She assumed I wouldn't stand up for myself because I rarely did. My preference to keep the peace through deference was our regular dance. Veeby wanted me to agree to her Demands, sign some papers and then support her in the style to which she'd like to become accustomed. She gleefully relayed the entire meeting:

> *…I spoke with John yesterday and gave him all my requirements for the divorce. He didn't say anything which is typical him, he just kept looking at me…It took all my strength not to let it get to me. I think I was pretty cool and calm. We'll see if he wants to fight me on it or not.* ***I told him he needed to find another place to teach.*** *This week he would play around on his piano when he had a break between piano students. It was driving me crazy having to listen to him and I knew he was doing it to get to me. He also came to the dinner table where I was eating with the kids and sat down with us. I didn't offer him anything to eat ;) Anyway, soon it will be over!*

Look how surprised she was that I would "dare" come and sit down with the family…*our* family…*MY* family. When one of my students was running late to lesson and I had some time until he arrived, I walked a few feet around the corner and sat down with my family in the kitchen while they were eating. I was *working*—I was earning money to pay the bills and support our family.

Look how proud Veeby was that she didn't offer me any food and wouldn't be nice to me. Boastful about her incivility?

I wondered what had happened to Veeby? I thought she'd refreshed herself during vacation on the beaches of France?

• • • • •

The next day, I did what I thought I was supposed to do—I closed our joint banking accounts. Apparently, I couldn't even do *that* correctly! It's so hard to get good help these days.

> *John—You are mistaken, I DID NOT request that you to close our joint banking accounts…. **Among the over 20 things** I spoke to you about the divorce proceedings…was that we would have to talk in the FUTURE as part of the divorce agreement how we would pay the house bills which are payed automatically out of the joint checking account. You closed that account WITHOUT TELLING ME, I was not informed and I EMPHATICALLY STATE THAT I DID NOT GIVE MY CONSENT TO CLOSE THE JOINT CHECKING ACCOUNTS!*
>
> *…when I spoke with you **I gave you a list of demands** I wanted to negotiate as part of **working amicably** with you in filing for the divorce. Your response was to close our joint checking accounts without my consent?….*
>
> *…I want the real estate papers and mortgage papers to the house which you took when you moved out, I also want the tax bill and real estate appraisal, which you have. I spoke to you also about getting copies of your life insurance and tax returns for the last three years. **Please provide me with these requests**.*

How were we **amicably working out** her **List of Demands**?

I began to realize that the process of divorcing was like a *game*. It was the *Game of Divorce*—a strategic game that Veeby would play to win.

I don't like games very much.

However, I don't think the end game turned out like Veeby envisioned:

Me = destitute and homeless.
Her = using the majority of my income to help her live a Happy, Thriving and Peaceful life.

18

Hired Myself a Lawyer

It seemed like a good time to hire a divorce lawyer—who immediately asked me WHY ON EARTH *[think lower]* did I move out of the *marital house*? Why hadn't I called her before doing that?

Since I didn't know the *Game of Divorce,* I hired Carol to represent me. She was good…I got me a good one!

We met and I told her everything. In answer to her original question, I left the marital home as an expression of my love and caring for a hurting partner, with the understanding we were taking a self-imposed Separation. However, Veeby's recent words and actions had begun to reframe my leaving as *"John left us,"* which was not the case. In the world of "spin," Veeby was good at it, and very loud. Indeed, that was one of Carol's major concerns—that I was being painted as having "abandoned my wife and children, which fed into Veeby's claiming the house as her own.

Apparently, my loving gesture to move out of the marital house was not a "smart" legal move. It seemed our **Plan A** had not included something called a *Non-Abandonment Agreement* which generally provided that during a separation, one spouse could leave the marital house without fear of being accused by the other spouse with abandonment of the spouse or children. I didn't know what I didn't know.

Within our little *Game of Divorce*, I told Carol about Veeby's recent "change in income" move. I also had proof of the manipulative change, but Carol said we needed to hold off on that for awhile.

Veeby's latest decree that I would not be "allowed" back in the marital house to teach, although my studio equipment and grand piano were still inside, made the situation much more complicated. I depended on teaching income to help pay all our bills, plus my new additional "rent" at the condo.

I scrambled to find another location to teach my piano students—just another Veeby hurdle to jump over. I didn't have funds to rent an additional teaching space, my condo would not allow me to teach

there, local churches I contacted had liability concerns, plus I needed to remain in the same city for my clientele.

What to do, *what to do?*

I could no longer discuss options with Veeby since she'd clearly laid claim to the house. One of our last discussions at the marital house—when *she* was finished talking *[and to then end our dialogue]*—she threatened to call the police to have me removed from "her" property.

There wasn't enough income to pay my **Plan A** percentage towards their household expenses, plus my rent and expenses at the new condo, plus rent somewhere to teach. Holding up a protective shield against Veeby's verbal abandonment accusations was getting tiring.

Only one solution seemed to solve the dilemma:

I needed to move back into the marital house.

Can you say…

F I R E W O R K S ?

19

Locked Out of the Mailbox

The day after the *List of Demands* meeting, while I was doing what I thought I had been tasked to do—close our joint bank accounts—Veeby was doing exactly what I had asked her *not* to do…she locked me out of our Post Office Box.

I hadn't spoken much during the previous days' meeting, but had told her I wanted to keep the PO Box. Of course, in the world of Veeby, that immediately translated into, "*Oh, he WANTS this? All right, I'll take that thing away first.*"

It took me a couple of weeks to figure out that I was no longer receiving mail. After I moved out, Veeby regularly checked the postal box, brought the mail home, left any mail addressed to me on the piano, and I picked up my mail when I came over.

However, I was waiting for some music scores to be delivered—to accompany some violinists for an upcoming audition—which seemingly got "lost" in the mail. I asked Veeby about it, she claimed she hadn't seen any packages, so I eventually went to the post office to check—only to discover what Veeby had done.

When we originally moved into the area, Veeby arrived a few weeks earlier than me to set things up. Evidently, she'd opened the box under just her name and added my name later. Therefore, she was considered the box "owner", and was able to simply take my name off the box and change the lock. Of course, she never informed me of that—I just stopped getting mail. So much for all those "time sensitive" musical scores I was waiting for. I later learned that she *had* received the packages, but hid them for several weeks.

I rented a new PO Box for myself, located just four boxes over from "her" *[our]* box. However, any mail addressed to my company name would still go to the old box, which was under *her* control, and only Veeby could fill out the permanent change of address form to forward my company mail to my new box. I wondered what the chances were that she'd fill out that form?

What's that saying about hell freezing over?

I didn't mind the separation of our lives, and all the various accounts, but some communication about my mail would have been…*civil*.

• • • • •

Veeby was seemingly not very attentive to the details…or maybe she was. One of her next "moves" was to stop mail from being delivered to the marital house address, even though she and the children were living there. She filled out a postal Change of Address Form, selected a Permanent Forward Type, and *incorrectly* indicated it was a *Family Move*. Therefore, all mail addressed to *any* family member using the same last name would be forwarded to *her* PO Box.

Well, what about *my* mail? She could have had my mail forwarded to my new condo address, or my new postal box, but she elected to forward it to *her* PO Box—which she could then CONTROL.

Upon learning of this *Game of Divorce* move, I went online and correctly changed the Forwarding Order with the postal service so that mail addressed to her and the children would go to *her* postal box, and mail addressed to me would go to *my* postal box.

Simple…at least it should have been.

20

Visitation?

As the end of 2007 turned into the beginning of 2008, Visitation became a much bigger theme for Veeby. I supposed it was a further manifestation of her global need for CONTROL.

Right before Christmas, Veeby verbally assaulted me at the house, claiming that since I did not live there anymore, I could not simply come and go as I pleased *[although I was still teaching there in December]*. I could no longer come to see the kids at the house, but needed to take them to my condo. Also, I should *really* be spending much more time with the children! She accused me of "cheating her out of Alimony" *[although we had already discussed the subject]*.

Eliana was already home from college for Winter Break by then and overheard that entire conversation from the hallway, and later commented to me how cruel mom had been. When Veeby was finished with *her* end of the conversation, she informed me to leave "her" house or she would call the police to have me escorted off the property.

Wow…she seemed a little agitated.

Typically, I didn't teach during Winter Break, so I wasn't seeing Eliana, Noelle and Mark as much during those weeks. The tension from Veeby when I *was* over at the house was measurable. One of the kids texted me:

> *Hey, mom is pushing for us to hang out with you, but outside the home so you don't come over. I'm not gonna stop you from coming and going, I just thought you should know she talked to us.*

I think it kind of shocked the children that Veeby was trying to get *them* to not allow their Dad to come over. The problem was due to our **Plan A** agreement—I was not living in a place that was set up to hang out with my children. We had agreed I would be doing that at the marital house.

However, when I *tried* to hang out with Mark over at my place—for pizza and a movie—I still ran into problems! Veeby was ticked off that I hadn't asked her "permission" but merely informed her of our plans. Veeby became the self-appointed "gatekeeper" in all matters concerning the kids and wouldn't "allow" the visit. She texted me:

John—I asked u to run visitation with Mark through me until we determine a set schedule. I told Mark so tonight. Please respect my wishes.

By the time Christmas Day arrived, Queen Veeby "allowed" me to "visit" with our children for one hour—to open presents—but, only one hour.

After all the presents had been opened, she told me she would call the police if I didn't leave "her" house immediately.

Happy Holidays, indeed.

It seemed I just couldn't win for trying. In Veeby's world, everything would be just fine, provided *she* controlled when I could see our children. It had never been that way in our marriage, but she'd begun to enjoy her newly learned "My Way or the Highway" dance steps.

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Perhaps her assessment I was a Cat, when she really wanted a Dog, was beginning to bother her? After all, I was no longer rolling over like the "good little dog" she longed for—allowing her to kick me around at her whim. Veeby was *definitely* trying to kick me! She seemed furious that I no longer "obeyed" her commands, like I had done for so long in our relationship. I had discovered and was beginning to "use my voice" by barking back—essentially "standing up to her"—which evidently ticked her off even more. Which was kind of funny, since she had wanted me to challenge and debate her points of view within various "discussions" throughout our years together. I felt like she was treating me like a "bad little dog"—that needed to be whacked on the nose with a rolled up newspaper until I obeyed again.

Things were about to explode. Just like when Mount St. Helens volcano blew her top, the crater was getting larger, the intensity was building and the molten earth had been slowly showing it's true intent. With one final text before plums of ash would fill the sky, Veeby wrote:

John—If u want to fight we can.
Think of your children before you go down that path.

I could only imagine what the next day would bring:

the eruption…

the spewing of verbal lava…

the absolute melt down….

B O O M !

21

Moving Back In

Thursday evening, I received an email alert from our home security company, reminding me their technician would be arriving the next day at the marital house address to reset the system and change the Master Password…per Veeby's request.

Wait…WHAT? Securing her castle *[the marital home]* became a high priority for Veeby. Not only did she want my garage door remote control back, but she was chomping at the bit to change the locks for the entire house. I later learned she had been advised against that, thankfully. Evidently, she figured out a work around and made arrangements to do the next best thing—she arranged to change the home security system password to prevent my entry.

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I was about to take the extraordinary step of moving *back* into our marital house. The newest Veeby Commandment…

Thou Shalt Not Teach
at the
Marital House

…had backed me into a financial corner. Her unilateral decision negatively impacted my ability to continue my teaching studio. I felt it was punitive and very short-sighted on her part, but I needed to quickly figure out a solution. After consultation with my legal counsel, Carol, the only option that seemed to solve all the parameters of my dilemma was to move back in.

I was pretty sure Veeby would ***not*** *be happy with my decision.*

I enlisted the help of my friend, Ryan. Early Friday morning, we loaded his van for the first of three trips. I had more *stuff* now, since I'd bought furniture. I planned on moving only a few pieces back into the guest bedroom, until the end of the month, and then I would bring the rest over from the condo. Moving back meant I

needed to break my Lease at the condo. I lost my last month's rent. Thankfully, the rental agency worked with me and that's all I lost. They could have enforced the year's lease.

Trying to avoid an altercation, Ryan and I waited until the middle of day—at such time, Veeby usually would have already left for work. However, as we rolled up, Veeby was standing in the front yard with the dog. DRATS! As Ryan backed into the driveway to unload, I hopped out and opened the garage door. I knew we kept some baseball bats just inside, and I didn't want Veeby freaking out and bashing in Ryan's van. I tossed them around the corner and into the bushes.

As Veeby was trying to figure out what was going on, I walked up to her and (1) told her I was moving back in, (2) said if she had any questions she could call my lawyer, and (3) handed her Carol's card. Of course, Veeby wouldn't take the business card, so later I placed it beside her purse on the kitchen counter. Since Veeby was standing on the stoop by the front door, Ryan and I entered through the garage, and walked into the dining room.

I didn't want the dog and cat getting outside as we brought things inside from the van, so I put them in one of the back bedrooms and shut the door. Ryan and I began moving the existing dining room table and chairs into the garage. I planned on turning that area into my temporary office, since we didn't use the formal dining room. We made sure everything was neatly organized in the garage, and there was still room for Veeby's car to park inside. Ryan and I also moved furniture around in Eliana's old bedroom, which by then was considered the Guest Room. I planned to make it my temporary bedroom.

Veeby was—in the most diplomatic of phrasing—*"noticeably upset"* during all of this. She was yelling loudly and was on the phone with the police. She told them her ex-husband had come into the house without her permission *[(1) We were still married, no legal paperwork had been filed, and I was not yet her "ex."; and (2) I didn't need her permission—since my name was on the Deed—to simply enter OUR house.]*

She told the dispatcher I was moving things *out* of the house. I kept explaining to her that I was moving back in, and we were simply moving things to the garage. She was swearing at me that I had no right to come into "her" house. I took a moment and tried to

calmly explain, but rational and logical conversation was *not* being heard in that particular moment. So, Ryan and I just kept bringing my things inside from the van. Veeby left the house to take solace with our next door neighbors.

[*One of the bigger items I brought back over was my studio isolation Sound Booth. It was heavy, so Ryan and I had to carry the individual panels together. An important thread that will be discussed more in-depth later.*]

The police arrived—three squad cars, two males and one female officers. I must admit my heart was racing. My mouth went dry as I explained to an officer what was going on. Veeby told the female officer that I was moving things *out* of the house, and that she had not yet changed the locks—conveniently omitting that she *had* just changed the security code that morning—in essence, locking me out. Ryan correctly stated he was *"just a friend with a van"* when the third officer questioned him about his involvement.

No laws were broken and it was just a very loud verbal disagreement. The police officially labeled the incident as a "Domestic Disturbance." We had *never* had anything like *that* happen in our 33+ years together.

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Veeby wasn't happy about my moving back in, and I wasn't happy about it, either. The officers left and wrote the following report:

POLICE REPORT
Veeby advised her ex-husband is coming into the house.
they are verbal—possibly physical
Veeby is yelling at him—telling him that he has no rights to the house
vehicle in driveway is occupied by a friend of suspect
male is moving things around in the house.
Veeby and John had a verbal argument over moving possessions from
inside their house.
Veeby advised they are still legally married but are filing for divorce.
I advised Veeby and John that they cannot remove items from the house since they are still married.
Veeby also stated her attorney advised she could change the locks so John could not enter.

I advised Veeby that she was not allowed to change the locks since John is still her husband.
The argument was verbal and no one was injured.

Ryan and I finished unloading the first van full of stuff, so we left to load up again. By the time we got back, Veeby was gone *[thankfully]*. Of course, she'd activated the security system and I didn't have the new code.

We rolled in with another van full of my things, I unlocked the house door and entered the house. The alarm went off, of course! Gosh, that was a piercing sound. I no longer knew the code to disarm, the security company called Veeby's cell and she told them to call the police *[of course]*. I called the security company from the house land line—trying to turn off the alarm which was very loud and frustrating. Ryan and I couldn't stop the alarm, so we just began to unload the van. We figured the police would arrive at some point. Sure enough, the police showed up, but only two cruisers that time. They checked our ID's and we explained what all was going on. Eventually, the security company turned off the alarm *[thank goodness]*, the officers left, we finished unloading and then drove back to the condo to grab the third and final load.

Arriving back at the house with the last of my "stuff" for the day, the alarm went off when we entered the house…*again*…REALLY? I got back on the phone with the security folks and they led me through disconnecting the battery back-up, which appeared to be the culprit that kept re-arming the system. Alarm was disengaged and… it was quiet…yeah! Police arrived again…only one officer…I knew they would begin to figure it out.

Moved the final piece of furniture back into the house and…*done*. Thanks, Ryan!

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Veeby was still at work and the house was relatively quiet when the children came home from school to find *"Dad's moved back in…Yeah!"* I explained a little bit to the kids, all the while knowing Mom would soon arrive back home and have a different perspective to share.

Veeby's sister and *[newest]* brother-in-law heralded the return of the Queen to the castle later in the afternoon. The new brother-in-

law was a nice guy, but he was tasked with placing all new door handles, featuring *locks requiring keys*, on the Master bedroom and my old studio doors. Noelle and Mark each received a new doorknob with a "pop" lock.

An air of paranoia wafted through the house. I had simply moved back in—that was all. Veeby was not in a space to listen or have a discussion as to *why* I needed this variation from our **Plan A**—which really was simply in reaction to *her* variation from our **Plan A**. She quickly laid down the *"Fear"* card from the *Game of Divorce* deck. Her fear seemed driven by her Power of Belief that she was in mortal danger. That became her official strategy—one she would pursue with a vengeance—often times painting herself into a corner.

Really, though, Veeby was just *ticked off*—since I hadn't obeyed the newest rules she was trying to impose. Later that evening, she made sure I knew she was upset.

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I set up my office stuff in our formal dining room, which was adjacent to the living room where I taught piano lessons so there would be zero impact to the flow of our family life. I wouldn't mind coexisting for a time while Veeby and I figured out how to make the finances work with her new rules. Since we had turned Eliana's room into a Guest room when she left for college, I knew I could crash there with little or no impact as well. Other than one small little issue—i.e., it wasn't how Veeby envisioned her new Happy, Thriving and Peaceful life—my plan seemed rational and solid.

I was tired, since it had been a long and emotional day. Veeby arrived home after work, was mad and not talking—another *Silent Treatment Tango* had begun. While changing all the locks was a new and different move, I trusted in our familiar dance steps and knew the next day would bring calm. Veeby and I would have a chance to talk the next day. I turned in early and quickly fell sound asleep. At 10:45 pm I was abruptly awakened as Veeby began trying to gain entry into the Guest room. It appeared I had slept through the calm period and awakened in the middle of a storm.

Knowing she was ticked, I had locked the door, which proved to be a wise decision. At first, Veeby was simply trying to "pop" the lock

open with a paper clip or something, but when she couldn't make that work, she began BANGING on the door. It sounded like she used a bat, and demanded that I open up the door so she could *"get her things."* I told her—through the locked door—I'd been sleeping and she'd awakened me. I asked her what she needed, but she just repeated *"Open the door"* and *"I want to get my things."*

My heart was racing—from a deep sleep to absolutely racing. I told her to let me know what she needed to which she replied, *"Oh, NOW you want to talk?"*

Truthfully, the way she was acting—I was scared to open the door. I wasn't sure what she might do, but I knew there was nothing of "hers" in the Guest room. I texted both Noelle and Mark and asked them to call the police. I could hear both kids were in their bedrooms, which were adjacent to the Guest room, and were listening to Mom scream and beat at the door. Since the police had already been called to the house on three separate occasions earlier that day, I didn't want to call them again, but I also felt Veeby was out of control. I believed if I opened the door, she would have been violent towards me…with that bat. She was acting more unusual than normal. Mark texted back that he didn't want to get involved and Noelle never replied.

When Veeby finally gave up trying to access the Guest room, she walked away from the door area while yelling, *"I hope you don't care about your computer."* A moment later, I heard her dragging cables across the marble floors towards "her" Master bedroom. I discovered the next morning those cables were attached to my computer monitor! She took my very expensive computer monitor—and locked it up in "her" room. Luckily, I'd kept my laptop with me in the Guest room.

After the Veeby storm seemingly subsided for the evening, my heart raced for another 45 minutes before I was able to drift back to sleep.

The next day, I followed Veeby's lead and purchased a better door handle for the Guest room, featuring a lock which required a key. I wanted to be able to leave the house without fear that she'd gain entry to "my" new bedroom—and throw my stuff back *out* of the marital house.

22

Her Bruises Showed up Today

POLICE REPORT
Complainant advices her bruises showed up today…
Recall from yesterday

Met with [Veeby] in reference to domestic disturbance from yesterday.
Veeby wanted it to be documented that she had two small bruises on her right arm as a result of a pushing match with her estranged husband over property at the residence.
Veeby stated that there was no intentions of physical harm to either party during the struggle.
Veeby stated that she just wanted it to be documented.
During this call this officer observed two very small bruises on Veeby's right arm.
This officer could not determine when and how she obtained the two marks.

I later learned that while I was out buying new door hardware on Saturday morning, Veeby was over at the police station supplementing her comments from the day before. Unbeknownst to me at the time, Veeby concocted a claim that we had a *"struggle"* while I was moving back in.

Yep, even though I don't remember that any of those events actually happened, she claimed that I'd *"shoved"* and *"pushed"* and *"grabbed"* and *"hurt"* her…which caused *"bruises."* Evidently, these recollections came to her overnight—after she was banging on the Guest room door, frustrated she couldn't gain entry and then locked up my computer monitor. *[I wonder how she got all bruised up?]* Very interesting.

Even *more interesting* were the facts that:

- It was untrue…I never touched Veeby;
- Ryan was there and didn't see any physical struggle;
- Veeby didn't scream to the neighbor about any physical struggle;
- Three police officers were also there, yet Veeby didn't mention anything about a physical struggle to them.

- Police report from the day before confirmed there was no physical struggle: ***"The argument was verbal and no one was injured."***

Then, Veeby emailed me:

> *John—you were physically aggressive and assaultive to me when you and Ryan stormed into the house while I specifically told you not to come in. You took it upon yourself to move all the furniture around, stacking things in the garage, and moving your things into Eliana's bedroom. All of this you did without consulting with me.*

[*It could be pointed out that* ***Veeby's*** *changing the rules of our* ***Plan A*** *was also done "without consulting with* ***me****"—I'm just saying.*]

SMOKE & MIRRORS

In our 33+ years together, we had no history of physical abuse or domestic violence. However, *that* didn't advance her goal.

Veeby devised a plan to get me back out of "her" house. She alerted her Lawyer #1 that (1) she was going to get a Restraining Order; (2) she had bruises on both arms; and (3) I'd pushed her when I moved back in. In order to help move her little plan along, she needed to "update" her previous day's Police Report with her newly acquired "recollections"—so she could take the Police Reports to the courthouse. Of course, I didn't know what she was planning at the time, but in hindsight…the manipulative scheme she devised remains unbelievable to me.

In a nutshell, Veeby began to claim that somehow I had shoved, pushed, grabbed, hurt and caused bruises—*while* I was carrying one of the heavy panels of my Sound Booth with Ryan. Oh yeah, I was also walking backwards at the time. REALLY!

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During my first day back at the good old marital house, Veeby made sure to let me know she was most displeased. She wouldn't talk with me or let me further explain my decision. Even though we had arrived at an amicable **Plan A**—and I had only been out of the house for a month—she had already territorially claimed the house as her own. Of course, she expected me to honor the financial component of **Plan A**, thus allowing her and the children to live there, but in her mind I had crossed an imaginary line by *daring* to move back in.

Therefore, no civility was offered by Veeby. I quickly figured out what was written within the "internal household memo"—which I never received, but definitely felt. It read, *"Alert—an Intruder has entered the dwelling. All communications with the Intruder are to be delivered using the cruelest of both words and actions."*

I had seen Veeby's *Game of Cruelty* in action—making fun of people, being just plain mean by cutting folks down in various ways—but I wasn't used to being in the crosshairs. It now appeared I was the target of her fury—i.e., I purchased food and placed it in the kitchen and refrigerator—Veeby threw it all away.

In the afternoon, I tried to speak with Veeby about my missing monitor. Barely speaking to me through "her" locked bedroom door, she refused to converse about the subject.

As an outward evidence of her Happy, Thriving and Peaceful life, it was important to have a "party" that Saturday evening. Having paved the way for the fulfillment of her Restraining Order scheme the following Monday…it was time to celebrate. All attendees were treated with a verbal copy of the "Intruder Memo" during their phone invitations.

In front of our guests, I took the opportunity to once again ask Veeby if she had seen my computer monitor. She simply smiled and looked at me—without answering the question. Once more, I asked her—saying the monitor had been on my desk and was now gone—had she seen it? Again, she simply smiled at me, but no answer. I then spoke the words, *"**Civility**…be civil"* before I walked away. Not one invited guest offered to intercede. They had chosen to stay in Veeby's camp.

I came back through the kitchen later on and grabbed a glass to get a drink in the fridge. Veeby and two of our friends were standing beside the refrigerator talking. I looked through the fridge, but didn't see the bottled drink I'd purchased. I turned and asked Veeby, *"Do you know where the drink is…that I bought yesterday?"* Veeby and friends just continued talking—like I had not spoken at all. I closed the fridge door and waited for a break in their conversation, and then said, *"You know, I live here in this house—I'm actually standing here in this room talking to you—**have you seen my bottled drink**?"* This time, Veeby stopped talking, looked at me and smiled, but did not answer. I asked her if she had

seen or taken the ice cream from the freezer—still no answer. Again, I simply said the word, *"CIVILITY"* and just walked away. How absolutely rude. I later found out she'd thrown it all away.

30 minutes later, Veeby and a female friend were talking about the fax machine no longer working properly. I knew something about that issue. I tried to explain the changes in our phone service and how to fix the problem, but neither lady would stop talking or listen to anything I had to say. I seemingly did not exist…I had been erased. I found myself in similar situations over and over again during the evening. Yep, I was definitely the new target in Veeby's vicious little game.

I must admit feeling saddened for our friends and family. While they could provide solace and a sympathetic ear, I believed friends should be wise by remaining neutral. It simply amazed me that those particular friends and family would choose to "align" themselves with Veeby by extending her "no communication" rules towards me. Why couldn't they understand there were two sides to our story?

Veeby's newest *Game of Cruelty*—was just beginning.

23

Where's My Piano?



The next morning, I went off to rehearsals at the University per my normal Sunday routine. I hoped for a relatively pleasant day, despite the craziness of the last two days. Perhaps after work, Veeby would be calmer and we could talk? I clicked my heels together three times.

While at work, I received a phone call from a neighbor who was out walking his dog past our house. He'd seen a big white moving truck in our driveway and three men, and watched as Veeby paid them. The neighbor said he couldn't tell exactly what they were moving out, but he thought it might be my piano.

*Wait…*WHAT? I raced home after work, only to find a big empty space in the Formal Living Room—my teaching space—where the piano lived. **My grand piano was GONE!** I found Veeby and her friend, Mary literally *hiding* in the Master bedroom, with the door closed and locked. I knocked and asked both ladies through the door, *"Where is my piano?"* Neither would answer the question nor reply in

anyway. I told Veeby we needed to talk, and she needed to move my piano back immediately. Veeby eventually came out and we then transitioned into the formal living room…sans piano…with Mary tagging along.

As both women sat down on the couch, I tried to talk directly with Veeby, but Mary kept interjecting comments. I reminded Veeby how everything had been discussed and arranged within our **Plan A**, but that she then changed the rules over the last 30 days. I felt insulted as Veeby and Mary giggled between themselves about their successful little coup—like little school girls torturing some poor boy at recess.

I recounted how she had only just informed me the prior Wednesday of her latest rule change—i.e., I could no longer teach at our/her house—which was not discussed, but I was *informed* of her decision. That was just four days before and yet she took it upon herself to *move the piano out of the house?* It seemed utterly crazy to me. Teaching was part of my income, part of how I paid the bills—*our* bills. It didn't make logical sense. Plus, she wouldn't tell me *where* she had taken my piano. She just said that I was a "smart man" and I needed to figure out somewhere else to teach…just not there.

I told her I *had* figured out a place to teach—at *our* house, per **Plan A**—which was why I moved back in! I would teach at our house until we sold it, then I'd figure out where else to move to. Veeby immediately mentioned that *she* could sell the house at any time. I corrected her—that she couldn't sell the house without me. Of course, Mary chimed in that in a divorce situation Veeby could easily sell the house without my consent. I told them I didn't think that was how it worked.

I told Veeby that I thought she'd been getting some really bad advice from her counselor, friends and family. Of course, she sneered. *[One of her social media friends encouraged her to just "ignore me" and pray that I would go away.]*

Veeby stated that she *would* give me PEACE, but only if I left the house *[the word **blackmail** immediately came to mind]*. She would "give" me "peace" if I "left?" When I processed that phrase through my finely tuned Veeby filter, it reduced down to a very familiar theme within our relationship: DO THINGS HER WAY, or there would be hell to pay.

Veeby then dropped a bomb. She said that I had *"physically assaulted"* her when I moved back in. I had been standing, but I immediately sat down on the couch and wept. I looked up at Veeby and quietly said that it simply wasn't true. I looked into Mary's eyes, whom I'd known for a dozen years and told her that it simply wasn't true—that I had never touched Veeby that last Friday. I reminded Veeby that we had no history of domestic violence in our relationship. Plus, *why* would I want to physically hurt her? As Veeby watched me getting emotional and tear up, she turned to Mary and "explained" that this was now the *"manipulative John"*…the *"soft and tender John"*…and said *"he'll probably do this in front of the Judge."*

Until that very moment, I was not aware of Veeby's accusation. I did not know that she had gone to the police station on Saturday morning to update her statement to include a "struggle" and "bruises." No wonder our friends and her family had been shunning me. Veeby was telling them an absolutely manipulative lie to gain their sympathy and support. She told them I'd physically assaulted her.

I was terribly hurt by Veeby's cruel comments. I stood up, excused myself and walked away.

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I walked away and turned the corner into our Family Room only to discover one more big empty space. The **TV was GONE as well**—just a bare TV stand remained. It wasn't just the family TV set—it was our big 60-inch rear projection TV, with a complete "stereo surround sound" DREAM system.

It appeared Veeby not only had my piano moved, but also the big screen TV! What was she thinking? What else was gone?

Also missing were all the components of our entertainment center—i.e., sound system, speakers, sub-woofer and tweeter, blu-ray player, wireless internet router, Wii console, Xbox console, Nintendo GameCube, all the remote controls and cabling, etc. Without the router, there was no more internet available in the house, nor any cable TV, nor any gaming systems entertainment available for our children. I'd bought the big screen TV as a birthday present for myself several years before, but purposefully left it for my family to use when I moved to the condo.

The kids and I had it nicely configured to watch blu-ray movies in surround sound, plus all the gaming systems were hooked up to the different monitors and the multiple speakers surrounding the room gave us awesome sound—it was slick. The children often had friends over and they would all play games at the same time. It was a great set up and I didn't want to take that away. It gave me joy to let them utilize the TV and entertainment system. Veeby's taking all that away no longer allowed a central place for the family to watch TV together, watch movies together, play video games together—it was simply *gone.*

I explored further and found the black studio monitors *[pair of speakers]* had been taken off my desk, my computer keyboard, electric guitar and bass guitar were also *gone***.** Miscellaneous desk supplies—i.e., yellow highlighters, post-it notes, paper clips, tape, rubber bands—were all *gone***.** The two-line phone system in the house…was *gone.* There was no way to place a call over our land lines—no phones, no calls. The pictures that were on the wall in our Formal Living Room…were all *gone*.

• • • • •

Checkmate? We always had a chess board set up in our house. Veeby and I played chess on our early dates. Years later, we bought a nice onyx chess set on our honeymoon. 25 years later, we celebrated at the same honeymoon spot and purchased another set to replace the first one we'd worn out.

Evidently, Veeby *had* been listening to me at our last therapy session when I stated: *"There is no KING or QUEEN anymore. No more BROW-BEATING. Neither one of us KNOWS IT ALL. We can DISCUSS things, but your DICTATING to me is no longer acceptable."*

At least she heard the King and Queen part. She took those game pieces off the board, while leaving all the others! What a peculiar "move" on her part. Why?



What was her intended symbolism by removing the King and Queen? Maybe she *was* trying to dictate her terms. Maybe Veeby was letting me know that she and I were no longer on the same playing field? Maybe it was a visual sign that *she* would control the board in our new *Game of Divorce*? Whatever Veeby's motivation, her changes in **Plan A**, her Erasing choices and her most recent "making my things disappear" chess moves seemed quite bizarre to me. Her decisions were completely contrary to the family stability we sought within our carefully crafted **Plan A**.

While her removing my piano could be viewed as a punitive "move" against me, how could her removal of the entire entertainment system and internet access not be seen as anything but punitive towards our children? I'm not sure her actions were well thought out. It seemed like her anger trumped any sound reasoning.

I eventually figured out that Veeby had the grand piano and big TV removed from the house by a moving company, but had taken the rest of the missing "stuff" into her Master bedroom—where she had it all nicely hidden, locked up and in her CONTROL!

• • • • •

However, I still had a problem. I was scheduled to teach music lessons at the house the very next day, Monday. I needed to figure out how to teach my piano lessons without a piano. I owned an electric keyboard that I could temporarily use, yeah! If I could just find the… NOPE, she'd taken all the cables for that, too. There wasn't time to find another location. I reasoned I would need to rent a piano for the lessons. However, the piano stores were closed by the time all the events of the day had calmed down and I began to problem solve my dilemma.

So, early Monday morning, I called my friend who owned the music store where I'd purchased my grand piano. I told him my woeful story and he hooked me up with a small upright rental, and made sure it was delivered to the house before I began teaching. It cost me a little extra to expedite, but I successfully put out the fire Veeby lit the day before.

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My piano remained *Missing In Action* for quite awhile—Veeby would simply not reveal *where* she'd taken my piano—if she'd sold it or given it away. Curiously, several days later a burned out grand piano showed up in the middle of our small local lake, perched upright and barely afloat on a partially sunken barge! I watched the breaking news story on the TV…and slowly absorbed the possibility that it might be *my* piano out there. I sat in disbelief and contemplated if Veeby would have arranged such an elaborate prank. Taking my piano and then dumping it's burned carcass in the middle of the lake? Now, that would have been a statement!

Was MY missing piano and the new "black and crispy piano" in the lake…indeed one in the same? The timing was strangely coincidental.



The regional papers picked up the mystery piano story and ran an article. They interviewed my friend, the owner of the piano store from whom I'd just rented a piano. Knowing the details of *my* situation, he suggested to the reporter a possible explanation wherein one party in a bitter divorce scenario took the prized piano of their "Ex" and dumped it in the lake. His explanation was then quoted in the article. How funny!

Even though the officer had told Veeby just two days before to *not* remove items from the house—i.e., ***"I advised Veeby and John that they cannot remove items from the house since they are still married,"***—obviously his admonition didn't apply to Veeby, or hadn't registered within her brain yet. She moved MY piano out of the house in a overtly cruel and calculated blackmail attempt to get me to also leave.

Luckily, the mystery piano in the lake was *not* my baby…*whew*!

My piano was out there…*somewhere.* Only Veeby knew where she'd stashed it—but she wasn't about to tell me.

24

Let's Go on Vacation

I got up early the following morning to prepare breakfast for the children before school—my regular routine until the month before. Veeby was noticeably upset when she began moving around that Monday morning. I got both Noelle and Mark off to school, then left for the condo to access the internet and make some calls. No more internet access at the marital house…Veeby had seen to that the previous day. Thank goodness I had the foresight to have kept my laptop computer close by me at all times…otherwise, I'm sure Veeby would have taken that, too.

My first call arranged for a rental piano to be delivered to the house before my teaching began in the afternoon. I then drove over and signed some legal papers with Carol, then met the piano delivery crew around 1 pm. Veeby was there, but she stayed in the back of the house. The piano movers were in and out quickly. I moved furniture around for my students, took some pictures of the set up. I taped a note on the piano which said, ***"Veeby, Rental piano—DO NOT TOUCH"***…and then took pictures of the new rental piano sitting in the room. I didn't need the headache of her removing yet another piano in a further attempt to keep me from teaching at the house.

The house was beginning to look and feel like Ft. Knox. The air changed inside the house—it felt stifling. Veeby had sneakily removed from the premises or locked up behind "her" bedroom door many of *my* things while I was at work. I felt frustrated that I couldn't get my stuff, and I'm sure that was her intent. Success!

I received several "suggestions" to simply break down her door and "go get my things." However, that didn't feel right to me. That felt more like destruction of property, another verbal attack and would probably not play well in my future. I tentatively arranged for a locksmith the next morning. That would be a service technician in "my" house, so no harm, no foul. I decided to ask Veeby once more to give me back my stuff—then I would have at least "tried" before using a locksmith to gain entry. I hoped that my being out of the

house that Monday morning had allowed some time for Veeby to "cool off" a bit before I asked her nicely. Unfortunately, Veeby took off for work before I started teaching, so I didn't have an opportunity to speak with her.

My first student arrived and I had to answer the expected questions: *"Where's your grand piano? Where are the pictures on the wall? Are we going to have our piano lesson on this small piano? Why?"*…etc. All asked, all answered—the first of many times with each student, I was sure. We transitioned back into music topics and began the lesson.

During that lesson, I received a **Fraud Alert** call from my credit card company. I didn't recognize the phone number, so I let it go to voice mail—*[I was in a lesson]*—but immediately called them back once we were finished. Providentially, my next student called in sick, so I had an hour break before the next lesson.

The credit card company informed me that Veeby had used my credit card for some questionable purchases…and they just needed confirmation I had authorized her to do so.

*Wait…*WHAT? Back in November, she and I had already separated all of our credit card accounts. Evidently, I'd forgotten about her "Associate" card attached to that particular credit card. She rarely used it—mostly to buy gas for our shared business car—but she used it that day. I was shocked that she would use it during these turbulent times. All right, credit card company, what did she buy?

Apparently she stepped out and treated herself to a $5 juice at our favorite juicing bar—*"All right, I'll authorize that."*—I'm a nice guy. Then, she went to the grocery store and bought a $200 gift card—*"All right."*—a little suspicious, but she and I would talk about it later. What else?

"Well, John, she purchased a Disneyland vacation package this morning totaling $2000. Did you know about that?"

[Cue fainting music, ending with a ***thud****]*

Nope…didn't see that one coming! Anything else? Evidently, the Fraud Alert kicked in when she tried to use the same card once more for $300 worth of groceries at the same store later in the day. Thankfully, the card was declined during check out. Needless to say, I submitted a dispute claim for the $200 gift card and asked them to cancel her card!

I then called Disneyland for help. They canceled her reservation and credited my card for the entire amount. Thanks, Walt!

• • • • •

That was it…I finally reached the end of my rope. **She charged $2000+ on my card that day**—purposefully trying to financially mess with me—and she did a mighty fine job. A Disneyland vacation, when we were in the middle of separating…REALLY? Veeby didn't ask me or alert me…she just bought $2000+ worth of *stuff* and fully expecting me to pay for it. That seemed like absolutely ludicrous and punitive behavior. Adding the $2000+ expenditure to her removing my piano, removing the TV, locking up *my* stuff, taking away the internet for the house, no longer talking to me—it was simply too much. Thankfully, at that particular moment I was alone in the marital house. Both kids had gone over to their friend's homes to play after school that day, so I was able to "let off a little steam."

I used our claw hammer to pop off the locked door knob on the Master Bedroom, revealing most of the stuff Veeby had locked away. I didn't see the big TV inside, but most everything else had been loaded into the closet. I discovered she had placed an *additional lock* on my music studio door *[entrance was through the bedroom]* so I didn't know what else she had stored in there.

My next student would be arriving soon…what to do? After having frantically arranged for a rental piano so I could teach…I decided to call my remaining students and cancel their lessons for that day—we'd do a "make-up" lesson some other time. I didn't know when Veeby would be returning from work and I didn't want her trying to replace the locks again—further preventing me from retrieving my belongings—so, I took the master bedroom door off the hinges and placed the door back behind the house. As a matter of fact, we didn't need to have all those bedroom doors with locks on them, so I took

off *all* the doors with locks—and stacked them all neatly behind the house. Yep, kids bathroom door, too. *The other two bathrooms had sliding pocket doors…the family could just use those for privacy for a few hours.* I would have time to switch out the door knobs later that night. FINALLY, we had no more locked doors inside the house!

This also caused me concern. Sleeping in the same house with Veeby when she was so upset could be risky for *my* health, in a permanent and fatal sort of way. I decided to be wise and hide all the knives we owned. I threw them behind the Sound Booth panels which were stacked in the corner of our dining room. Out of sight and hidden, I stood a better chance of not being stabbed in the back during the night. Seriously!

I had also been "encouraged" to take something of Veeby's as leverage…possibly her computer. Again, I was not comfortable with that. I was trying to be above board in my dealings with Veeby, to "use my words" and discuss things. However—*WAIT*—that wasn't working out too well, so *scrap that*! I changed my mind and disconnected her computer—I left the monitor, keyboard and mouse, but I took the tower. Of course, she would not be happy with that decision either.

The rules were very clear in Veeby's world: At any time, it was perfectly fine for her to take *my* stuff, but at no time was it ever acceptable for me to respond in kind. That would be crossing some imaginary "boundary."

With my students having been canceled and the doors now off their hinges, I called my kids to return home. We then discussed the events of the last few days and I explained the dynamics of my actions. Mark and I hung out in his room and watched some TV together. According to the cell phone records, Noelle called Veeby several times. Noelle was on the phone with her, waiting by the front door until she arrived back home. It appeared Noelle had "chosen a side"—which is exactly what I'd told her not to do. Teenagers!

• • • • •

When Veeby arrived home, she was in and out of the house within a two minute window…literally. She came in, told both kids to get in her car, grabbed the dog and left.

[WAIT…come back…you forgot the poor cat].

I knew what to expect. I unlocked the front door of the house, sat down in a comfortable chair…and just waited. Within two minutes, the police arrived. Three cruisers this time, with lights flashing. Four big police officers knocked *["Come in"]* and came filing into the house…and found me just sitting there.

POLICE REPORT
Veeby advised her husband is destroying the house
breaking the doors, throwing items
removed all the doors
husband is still there
Veeby is in her car outside
husband should be there alone
Veeby advised husband took battery out of the alarm
so she can't set the alarm
they are going through a divorce

The nice officers told me they'd just spoken to my wife and two children and they were all TERRIFIED to be in the house with me. Veeby had already informed them we were in the process of divorcing *[again, no paperwork had been filed]* and that I had another residence to go to. I informed them that I had broken my lease at the condo, and had simply taken the inside doors off the hinges, the doors were stacked out back if they wanted to see them. I reminded them that ***we had no history of domestic or physical violence*** at all in our years of marriage. I continued that she and I were both educated professionals and Veeby was merely making this a "move" in her *Game of Divorce*, so she could stand before a judge and claim "whatever." They all chuckled in agreement. I said, *"You guys probably see this a lot?"* One officer replied, *"We see this same crap everyday."*

The police walked all through the house. I sat and calmly told my side of recent events to the officers. It was decided that Veeby would take the children up to her sister's house *[an hour's travel North]* overnight. I was requested to sit far away so it was "secure" for them to come into the house to collect their things. Silly, but I complied. Playing the part of terrified wife, Veeby re-entered the house with the kids in tow. I had two muscle bound cops hovering over me as I sat, just in case I lunged towards Veeby in a fit of rage. At one point, as Mark walked through the room, I asked the officer's "permission" to

speak to him—they said, *"Sure."* I asked Mark, *"Are you afraid to be in the house with me?"* He answered, *"No"* and walked away. Noelle also walked through the room. I asked her if I could speak with her, but she said, *"No"* and just kept walking.

An officer asked me if I had a key to the back storage area—my music studio space. I answered, *"No, but I wish I did, because that's where she is hiding my computer stuff!"* Again, they all chuckled. One officer suggested that once the wife and two children had left and the house was "secured"—that whatever I needed to do to gain access to that back storage area, in my own house, was my own business. Hey, that was a good idea! Thank you very much.

Veeby and the kids left the house once more—and they *still* left the poor cat. I called a friend, borrowed a round hole drill punch and drilled through the music studio door to gain access. I took the studio door off it's hinges and stored it off site with the friendly neighbor.

I found my computer monitor *[screen]* laying on the floor inside my studio, along with my computer keyboard. The monitor seemed all right, but Veeby had popped off some of the keys from the computer keyboard. *REALLY?*

Since everyone was out of the house, I brought all the doors back inside, took off all the "keyed" locks, replaced them with the simpler "pop" locks, then rehung all the doors to their respective rooms. That returned the house doors to how we had always had them… before all the craziness occurred.

The events of the last several days only confirmed what I knew in my heart—it was time to follow through with my promise. During our last therapy session I'd told Veeby either she changed our dance steps or I would file for divorce from her and save myself.

Indeed, it was time.

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I Filed for Divorce

The next morning I called the children's schools to make sure they had both arrived safely. Noelle was reported as being in school, but Mark was *not* in school. I gave Mark an "Excused" absence for the day with the front office.

I called Mark's cell phone and asked if he was okay. He said, *"Yeah."* I asked *where* he was—he said *he didn't want to tell me.* I said that was an unusual answer. He then said, *"I don't want to get Mom mad at me."* I told him everything would be all right and reminded him to just FLOAT through this difficult time.

As promised, I filed for Divorce that Tuesday. A very sad day for me. By filing, I became the **Petitioner**, which left Veeby as the **Respondent**. Thus began my education of the legal system as it pertained to Family Law. I would eventually receive an unofficial Certificate of Participation from the "*School of Hard Knocks*"—having learned more than I ever wanted to know about all the rules from the *Game of Divorce*.

VERIFIED PETITION FOR
DISSOLUTION OF MARRIAGE

First off, it's *not* a Divorce.

It's actually called a **Dissolution of Marriage**.

Here's a simpler Reduction of all the legally filed paperwork:

- "He" was divorcing "Her;"
- My lawyer would dot all the i's and cross all the t's on my behalf;
- Veeby and I had been married a long time;
- The marriage was broken…and couldn't be fixed;
- We had three kids…two still lived at home;
- Blah, blah, blah….

Mention was made of the multiple items that Veeby had removed from the house—those I needed for my livelihood and to support the family—most specifically, my grand piano. Carol requested an **Injunction Against Disposal of Assets**.

Official mention was made regarding Veeby's blackmail attempts, her threats of filing domestic violence allegations and her interfering with my teaching from the home.

Veeby was served the Divorce paperwork two days later at 7 am.

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She Filed a Restraining Order

1.11.08—a day I will never forget. I had my lawyer file divorce papers at the courthouse on my behalf.

Veeby was also at the courthouse that day, filing her own paperwork, seeking a Restraining Order against me. Since *she* filed, she was the Petitioner and I became the Respondent. Her handwritten complaint was as follows:

> *On Monday, 01.10.08, the Respondent took out all the bedroom doors - from their hinges - including bathroom doors from the home. I arrived home from work at 8 pm and all the lights were on in the house. I walked towards the back of the house and saw my 15-year-old daughter in her room without the doors on in her bedroom. I observed the lights were on in my room and the door was missing - I also observed that the door to the bathroom was missing. I asked my daughter what happened, she said she got home from school around 4:00 pm and my bedroom door was locked as I had left it.*
>
> *She went over to a neighbor friends house and when she returned at 6:45 pm all the doors were missing. I went into my 11-year-old's room and saw my husband sitting on the couch watching TV. I asked my son to come out of the room so I could talk to him. When he did I told him to go to my car which was in the garage. I told my 15-year-old daughter to get the dog and also get in the car. My husband came out of my son's room past me and went to the kitchen and opened the refrigerator door. I did not speak to him at all.*
>
> *My children and I walked past him and into the garage and got in my car and drove away! I pulled into the parking lot of the gymnasium and called my lawyer. She advised me to call the police. I immediately did and they met me back at the house. I was afraid to go into the house by myself to get my clothes and the children's book bags. I told the officers I was afraid of my husband, I am in the process of filing for divorce. The officers escorted me and my children into the house so we could get overnight toiletries and that is when I saw my computer which was in my bedroom with all my work files was missing. My 15-year-old says she knows her father took it.*
>
> *My husband moved out of our home on 12.01.07. On Friday 01.07.08 he showed up at the house at around 12:30 pm. I was getting ready to leave for work. I was carrying files and my purse. I opened the front door to let the dog out. When I did I saw a white van backing into the driveway. I recognized the van as belonging to my husband's friend Ryan. My husband jumped out of the passenger side and walked over to the garage door*

and pushed the code to open the garage door. I asked him what he was doing. He said he had a right to be there and that I could call and talk to his lawyer.

When the garage door opened he grabbed the baseball bats that were inside the garage. I got afraid at this point and ran to the front door and stood in front of it. His friend had opened the back of the van. I was afraid he was coming to take things out of the house. I told him to leave - he yelled at me that he had every right to be there.

He walked straight into me and started shoving me out of his way so he could come into the house. He was carrying a rectangular grey looking board - at the time I didn't know what that was - I thought it was something to carry things out on. He was holding this board under his right arm and pushing and shoving me with his left hand and forearm. His friend Ryan was holding the end of the board standing behind him. My husband grabbed my right arm and pushed me very hard to the left out of his way. I screamed that he was hurting me.

He walked into the house with his friend. I dialed 911. He began moving furniture around in the dining room. I asked repeatedly for them to stop moving furniture. I said he could not take anything. The 911 dispatcher was on the phone with me. My husband kept yelling at me to talk to his lawyer. He was very agitated. I was afraid.

The dispatcher said the police were on their way. I ran out of the house when my husband came towards the front door where I was standing. The front door had remained open. I ran to my neighbors house. Sherry was not home but Phil and his son Stuart were. Stuart was in the garage and I asked him to come help me - that John was taking things from the house.

As we started to walk back across the yard the police arrived. A female cop spoke with me and a male cop went to speak to my husband. I was standing by the front door and shaking scared. I told the officer I am in the process of getting divorced the papers are not finalized and that he had moved out voluntarily on Dec. 20th. I had not changed the locks on him but he had come into the house in an agitated way and I was afraid of what he was doing.

The male officer took my husband outside and talked to him. A third officer arrived - he came to talk to me and the female officer went to talk to my husband. He asked me if I had information about how to file a restraining order. He gave me the information. I told him I was afraid of what my husband could do. The female officer asked me if I had any problems if my husband moved some stuff back in. I was confused. I said "I guess not."

I went back next door to my neighbors, and my husband and his friend Ryan continued in the house. The officers went back to their vehicles and then left. I watched my husband drive away in the white van with his friend. I went back inside the house and found he'd moved his dresser drawer furni-

ture from his condo into the guest bedroom, which has a bed in it. I found my cat and dog in my son's bedroom.

I got in my car and left. I met with my lawyer to instruct her to file the divorce paperwork. I had, per my lawyers instructions, met with my husband 2 days earlier - Wednesday, Jan. 5, 2008 - to inform him that I did want the divorce and if he wanted to work amicably. I told him my request and that we would have to work out an agreement. He did not say anything and left. On Friday he showed up at the house and moved his things back. He informed me he was back to stay.

On Saturday morning, 01.08.08, I noticed bruises on my right forearm and upper arm from the struggle on Friday. I got the paperwork that the officer gave me. I called the police dept. and was told I could come down and they would document it. I went down and spoke to an officer. He filed a report and gave me a CAD#. I noticed later that day I had another bruise on my left arm.

On Monday, 01.10.08, I went to work in the afternoon. When I got home at night he, my husband, had removed all the doors from our bedrooms and bathroom. As I stated I was very scared for my life and the lives of my children at this time. His behavior is unpredictable. He has told me and our children he does not want the divorce and I am afraid of what he will do now that I have filed for the divorce. I am very afraid because he is acting this way in front of his children which scares me. I am afraid of being in the house with my husband without a door to my bedroom and even when there is a door he breaks it down and takes it out.

He removed the battery of the house alarm when he came back on Friday, Jan. 7, 2008. I was at work and got a total of calls 10 times. They would call me to say the alarm was going off. I advised them to call the police. I called them back but could not get any information because my husband changed the passcode. When I got home that night I saw the battery alarm had been disconnected and was gone. I cannot even put the house alarm on.

I do not feel safe if my husband is in the house. I am afraid for the safety of my children. My husband is acting in a bizarre way.

WOW…where to start? Grab a cup of coffee, folks. Sit back, put your legs up and enjoy the little show.

In the *World According to Veeby*, she would often ask me a series of questions, usually in rapid succession. I quickly learned that if I interrupted her and tried to answer one, she would then yell "foul" and accuse me of becoming "defensive"—when I was just trying to answer the first dumb question. It was hard to know where all the relationship land mines had been hidden, until I heard the little "click"

as I verbally tread. So, without trying to sound too *defensive*, I would like to "explain" a little bit, please.

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Veeby wrote she was *"afraid"* almost a dozen times above—she was very familiar with all the legal code words to use. She often wrote legal reports for her clients to submit to the courts. Veeby regularly wrote analysis reports for her clients to submit to their employers, to obtain authorization for additional sessions. Veeby was well aware of what to say and how to say it. Ergo, she was: *"scared for her life," "didn't feel safe," "was concerned about the safety of her children,"* etc.

Additionally, she needed to paint me as a bad guy, so she wrote that she was afraid of her "husband," I'd grabbed baseball bats, I yelled at her, I walked straight into her shoving her out of my way, I pushed and we struggled, I was agitated, my behavior was unpredictable and I was acting in a bizarre way, etc.

Months earlier—while we were still in therapy—I "used my words" and "spoke my truth" and stated that I did not want a divorce, and that was true. I told our children the same thing at our family pow-wow weeks before. However, Veeby was skilled at twisting my words into new shapes that worked much better for her purposes. All of a sudden it was presented as:

> *He has told me and our children he does not want the divorce and I am afraid of what he will do now…*

SMOKE & MIRRORS

One of the many lessons I learned during the ordeal was that absolutely anyone can walk into a courthouse or police station and claim whatever they want—which will open a "case" and generate an "incident report." So, to help fulfill her scheme to get me back out of our house, Veeby marched down to the courthouse, crafted her detailed perspective of recent events and asked for a Restraining Order to be issued against me. Unfortunately, she took our youngest son, Mark, along as a visual aid in the application process. *[She let Noelle go to school that day. She could have just as easily let Mark go to school.]*

I understand that many people *do* need the protection that a legal Restraining Order provides, but I did not feel our situation warranted it at all. I believed that Veeby simply used the system to play her *Game of Divorce*.

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In addition to her handwritten statement, Veeby had to fill out the official legal form, titled:

TEMPORARY INJUNCTION FOR PROTECTION AGAINST DOMESTIC VIOLENCE WITH MINOR CHILDREN.

Within that form, Veeby claimed that she believed she was in ***"imminent danger of becoming a victim of domestic violence"*** because:

- I had committed or threatened to commit domestic violence;
- I had intentionally injured or killed a family pet: [she listed]
  - family cat - thrown in pool
  - family cat - thrown outside in snow when living in Denver in 1993
- I had destroyed personal property belonging to Veeby;
- I had engaged in other behavior or conduct that led Veeby to have reasonable cause to believe she was in imminent danger of becoming a victim of domestic violence;
- Veeby then inserted her handwritten statement *[above]* when asked to ***"briefly describe the latest act of violence or threat of violence that causes her to honestly fear imminent domestic violence by Respondent."***
- She wrote that I owned and/or possessed nunchucks;
- She claimed that she needed Exclusive Use and Possession of Home that the parties shared, and could not get another safe place to live because:

  …my children and I have lived in this home since May, 2002. I need to provide a safe place for them and this is the only place I can stay for them to continue in their schools.
- She claimed that the home was "solely owned by Petitioner/ [Veeby];"
- Veeby sought sole custody of the minor children;
- She stated the minor children had not witnessed domestic violence by Respondent;

- She requested that the Court prohibit time-sharing by Respondent with the minor children because Veeby genuinely feared that I imminently would abuse, remove or hide the minor children from her. She wrote in her explanation:

  My husband said to me on Sunday, Jan. 9, 2008 in front of my friend Mary that he will not coordinate any visitation of his children with me. He does not want to run anything by me. I am afraid he will take the children whenever he wants. He had been doing this when he moved out Dec. 2007. He was coming and going into the house whenever he wanted and taking my 11-year-old son and not telling me.

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When I read all of her accusations…I simply cried. It was one of the worst hurts I'd ever felt. Veeby purposefully wrote and filled out the form in such a way as to hurt me. I was numbed and shocked. Veeby knew how close I was with our kids. I could never have imagined she would do this to me. I had never played this *Game of Divorce*—didn't know the rules—and was learning as it unfolded.

Once again, without becoming defensive, I feel the need to further explain my side of the story.

• • • • •

To indicate on the form that I had thrown our family cat in the pool was absolutely and verifiably false. Veeby needed to put "something" on the form to indicate she was in fear for her life, so she took an incident that occurred at our home when I wasn't even there and attributed it to me. Apparently, while I was at work on a Sunday morning about a month before, the cat happened to fall into the pool. Noelle heard the cat meowing for help and rescued her. When I came home, no one mentioned the incident to me. Later that evening, I just happened to hear Veeby and the children discussing if the cat would be all right. I asked and they filled me in on the morning's drama with the cat. When I later informed the kids Veeby had accused me of throwing our cat in the pool, they all chuckled. One of them sent me a text: *"Ha Ha, if anything she'll try to pin the cat's falling into the pool on you. Otherwise, you didn't drown anything."*

It was intentionally misleading to indicate that I'd hurt a family cat—**18 years previously**—and that contributed to her being

"afraid" that ***"she was in imminent danger of becoming a victim of domestic violence."*** Years ago we lived in Denver and had two cats. When we moved into a new apartment in the area, one of the cats was *not* happy about our decision to change locations, so she defecated on *my* pillow on our bed to punctuate her unhappiness. As a dramatic gesture, I took the cat by the scruff and tossed her into a snow pile outside the door. She wasn't hurt, and we brought her back in, of course. Amazingly, the cat had a much better attitude after her little snow adventure. Was Veeby afraid I might throw her into a snow bank?

There was no evidence to support Veeby's claim that I had destroyed her personal property. While she screamed to police dispatchers I was destroying the house, breaking the doors and throwing items, it was merely dramatics acted out to further her cause. Each time the police arrived, nothing had been destroyed, broken or thrown.

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One of the silliest inclusions on the Restraining Order form was that I owned and/or possessed **nunchucks**…a martial arts weapon. *We did not have any nunchucks in the house*. I wasn't trained on them and would have probably hit myself on the head if I ever tried. However, Veeby's sister and former husband were trained in the martial arts—i.e., black belts, hand to hand combat, weapons, etc. I wondered who might have helped Veeby fill out the forms? Nunchucks…*hilarious*… but it did look good on paper that she might be in harm's way. However, it was a lie.



In her attempt to gain Exclusive Use and Possession of Home, Veeby incorrectly claimed that she was the sole owner of our house —however, that was not true. Actually, both she and I were listed on

the Deed, and I had been paying our mortgage for years. Even though I specifically told her she was incorrect in her thinking on this subject, she continued to insist. She could have easily selected the little box on that form that correctly stated the home was "owned by Petitioner and Respondent jointly," but instead selected the "solely owned by Petitioner" box. I'm sure there was some thought that it might look better to a judge if it was *her* house and she needed me kicked out.

Further, her handwritten "reason" she couldn't get another safe place to live reduced to "*she had lived there with the children since 2002.*" Well, my goodness, **I** had lived there with the children since 2002 just as well…circular reasoning.

Veeby *correctly* stated that our minor children had *not* witnessed domestic violence by the Respondent. YEAH, one point for me! Of course, that was because NO domestic violence had occurred in our house. My initial move out of the house, my moving back in, then removing the doors and changing the locks—all not observed by the kids, nor violent in any way. However, both Noelle and Mark witnessed Veeby's violent pounding on the guest bedroom door and screaming at me the evening I moved back in. I wondered if that counted?

I began to realize that the children were being used as a way to hurt me. While I eventually learned it was a normal "move" within the *Game of Divorce*, I wasn't expecting that behavior and it did hurt. Veeby not only sought sole custody of the minor children, but also suggested her fear that I would somehow abuse, remove or hide my own children. At the time, that was really *silly* to me…a bunch of nonsense. In contrast, I wasn't afraid that *she* would abuse, remove or hide the kids. It was pure silliness to suggest I would somehow "take" them from her. We created our children and we both loved them. Our lives were centered in the same town, plus I'd been the kid's stay at home/work from home Dad their entire lives. Significantly though, Veeby *had* threatened to grab the kids and disappear to the country of her origin several months prior—on the same day she went to that Consulate to renew her documentation. It occurred to me that perhaps I *should* be afraid she would follow through with her threat.

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She mentioned *"he will not coordinate any visitations of his children with me"* as a rallying theme. I clearly told her my issue was with the term "*visitation*"—that was our discussion—that *she* was *not* the "Primary Parent" of our children. Again, neither of us had filed legal paperwork and we had a working **Plan A** in place, or so I thought. I pointed out that we had Co-Parented our kids for more than 20 years and that she was referencing an older model of parenting after divorce. Again, it wasn't what we had agreed to within our **Plan A**.

After moving out to the condo, Veeby reprimanded me on several occasions for not spending more time with the kids. Even so, in order to keep up the S M O K E & M I R R O R S charade, Veeby then reframed my dropping by the house to see our children as my *"coming and going whenever he wanted"*—which became a negative, *"How dare he!"* thing. Also, *"…taking my 11-year-old son and not telling me"*—seriously? What a crock. On ONE occasion after moving to the condo, Mark and I arranged to have a little father and son adventure. After teaching at the house on a Tuesday night, Mark came back to the condo with me for a *sleepover*…and I took him to school the next morning per normal. *Veeby knew about it* and even made sure Mark had his toothbrush before we left. I wasn't taking "*her*" 11-year-old son, but was taking *our* youngest son to sleep one night at the condo with Dad. She was just ticked that I hadn't asked her "permission" but rather informed her of our plans. How dare Mark and I plan something to her exclusion.

SMOKE & MIRRORS

Of course, there's lots of background information which needs to be filled in regarding Veeby's long-winded handwritten statement and allegations:

> *On Monday, 01.10.08, the Respondent took out all the bedroom doors - from their hinges - including bathroom doors from the home.*

I took off ONE bathroom door, to replace the doorknob, leaving the pocket doors on the *other two bathrooms* for privacy. Also, on two previous occasions, I'd removed the door from a daughter's room—when

she was acting out. Coming home from school and finding no door on her room got her attention. The door was always put back, of course. During those times, her parents were sending her a clear message: *"Our house, Our rules…adjust your attitude"*—which she did.

> *I arrived home from work at 8 pm and all the lights were on in the house. I walked towards the back of the house and saw my 15-year-old daughter in her room without the doors on in her bedroom. I observed the lights were on in my room and the door was missing - I also observed that the door to the bathroom was missing. I asked my daughter what happened, she said she got home from school around 4 pm and my bedroom door was locked as I had left it. She went over to a neighbor friends house and when she returned at 6:45 pm all the doors were missing.*

Veeby made it appear as if she didn't know any of this had happened prior to her arrival home from work. However, cell phone records indicated Noelle called Veeby five (5) times before she arrived back home. Veeby was fully aware of what to expect, which is why she was in and out of the house in two minutes…and never spoke with me.

> *I went into my 11-year-old's room and saw my husband sitting on the couch watching TV. I asked my son to come out of the room so I could talk to him. When he did I told him to go to my car which was in the garage. I told my 15-year-old daughter to get the dog and also get in the car. My husband came out of my son's room past me and went to the kitchen and opened the refrigerator door. I did not speak to him at all. My children and I walked past him and into the garage and got in my car and drove away!*

She recounts correctly that I was watching TV with Mark in his room. However, when she spoke with the police dispatcher, she described me as *"destroying the house…breaking the doors…throwing items."* When making up events, it's best to be consistent in the retelling.

> *I pulled into the parking lot of the gymnasium and called my lawyer. She advised me to call the police. I immediately did and they met me back at the house. I was afraid to go into the house by myself to get my clothes and the children's book bags. I told the officers I was afraid of my husband, I am in the process of filing for divorce. The officers escorted me and my children into the house so we could get overnight toiletries….*

As previously mentioned, four officers arrived and Veeby acted "*terrified"* since I'd taken the doors off. She came in with the kids to get

their things and chose to go elsewhere that night. At least Mark gave me a big hug before they left. Thank you, son.

> *…and that is when I saw my computer which was in my bedroom with all my work files was missing. My 15-year-old says she knows her father took it.*

By taking down the locked doors, I was able to retrieve at least *some* of my stuff. My grand piano and the family big screen TV were still missing and it seemed Veeby wasn't planning on bringing those back any time soon. In order to simply have some leverage, I grabbed her computer. I wanted to have the *"Trade Ya"* conversation, but that never occurred. Instead, she wrote it up that I was a bad guy for taking her computer. Of course, she conveniently left out the part of *her* taking all *my* stuff…big and small.

> *My husband moved out of our home on 12.01.07. On Friday 01.07.08 he showed up at the house at around 12:30 pm. I was getting ready to leave for work. I was carrying files and my purse. I opened the front door to let the dog out. When I did I saw a white van backing into the driveway. I recognized the van as belonging to my husband's friend Ryan. My husband jumped out of the passenger side and walked over to the garage door and pushed the code to open the garage door. I asked him what he was doing. He said he had a right to be there and that I could call and talk to his lawyer. When the garage door opened he grabbed the baseball bats that were inside the garage. I got afraid at this point and ran to the front door and stood in front of it.*

Prior to our arrival, I'd told Ryan I was fearful of Veeby going a little crazy—quite possibly attacking his van with the baseball bats we stored near the entrance of our garage. He chuckled a little at the thought, since he'd known Veeby for years, and probably didn't feel threatened. I believed it was wisest to avoid the risk altogether. Ryan saw me throw the bats out of the way…behind the front bushes. Even though Veeby's account describes her as being afraid, evidently she wasn't afraid enough to run away, but instead ran and stood in front of the front door. That would be accurate—that's why Ryan and I entered the house through the garage door.

> *His friend had opened the back of the van. I was afraid he was coming to take things out of the house. I told him to leave - he yelled at me that he had every right to be there. He walked straight into me and started shoving me out of his way so he could come into the house. He was carrying a rectangular grey looking board - at the time I didn't know what that was - I thought it*

was something to carry things out on. He was holding this board under his right arm and pushing and shoving me with his left hand and forearm. His friend Ryan was holding the end of the board standing behind him. My husband grabbed my right arm and pushed me very hard to the left out of his way. I screamed that he was hurting me. He walked into the house with his friend.

Such disinformation! The actual facts would negate her written version as anything other than a made-up story aimed for a judge's ear. When I moved back into the marital house, I brought the Sound Booth I used for my recordings. It was big and heavy, almost 7 feet tall and weighing over 550 pounds, so I broke it down for easier moving. The wall panels were heavy and long enough that it took both Ryan and I to carry each panel, using two hands each. It was not physically possible to hold a wall panel under my right arm while I supposedly pushed and shoved Veeby as she indicated.

Firstly, it was too heavy for me to hold my portion of it's weight by merely clutching a panel under my arm. Secondly, and more importantly, the side length of the panel was taller than would fit between my armpit and the ground—and still be able to walk and push and shove. Not to mention that I was walking BACKWARDS and UP the steps entering into the house with Ryan on the other end—facing forward and walking towards the house.

Therefore, let me clearly state: It was physically impossible and I vehemently deny touching, pushing or shoving Veeby at anytime during my moving back in.

On Saturday morning 01.08.08 I noticed bruises on my right forearm and upper arm from the struggle on Friday. I got the paperwork that the officer gave me. I called the police dept. and was told I could come down and they would document it. I went down and spoke to an officer. He filed a report and gave me a CAD#. I noticed later that day I had another bruise on my left arm.

Very Important Point—IF I had pushed and shoved Veeby before the police got there, she would *most definitely* have let them know once they arrived. It wasn't until the following day that she added her claims of having been pushed or shoved—with bruises—into the police report. She specifically told Lawyer #1 of her intent to file a Restraining Order and she needed the documentation.

I dialed 911. He began moving furniture around in the dining room. I asked repeatedly for them to stop moving furniture. I said he could not take anything. The 911 dispatcher was on the phone with me. My husband kept yelling at me to talk to his lawyer. He was very agitated. I was afraid.

The dispatcher said the police were on their way. I ran out of the house when my husband came towards the front door where I was standing. The front door had remained open. I ran to my neighbors house…Sherry was not home but Phil and his son Stuart were. Stuart was in the garage and I asked him to come help me - that John was taking things from the house. As we started to walk back across the yard the police arrived. A female cop spoke with me and a male cop went to speak to my husband. I was standing by the front door and shaking scared. I told the officer I am in the process of getting divorced the papers are not finalized and that he had moved out voluntarily on Dec. 20th. I had not changed the locks on him but he had come into the house in an agitated way and I was afraid of what he was doing.

I do not remember yelling at Veeby and I didn't consider myself agitated, per se. I was working with Ryan and moving heavy items, so perhaps my breathing heavily might be perceived as agitated? Perhaps my being verbally direct with Veeby was not my normal calmer self? I don't know. I *do* remember telling her over and over that I was moving back in—moving things back IN—but she seemingly couldn't hear me nor understand what was going on. At my lawyer's suggestion, I had a copy of the Deed to present to the police which showed both Veeby and myself as owners of the house. I was trying to anticipate and hopefully disarm any escalations.

Even though the report filed by the police mentioned that they specifically told her she was not allowed to change the locks, that's one of the first things she did later that day. Veeby began changing the locks and locking down the house.

The male officer took my husband outside and talked to him. A third officer arrived - he came to talk to me and the female officer went to talk to my husband. He asked me if I had information about how to file a restraining order. He gave me the information. I told him I was afraid of what my husband could do. The female officer asked me if I had any problems if my husband moved some stuff back in. I was confused. I said "I guess not."

I believe Veeby *was* "confused"—because she no longer felt in control of the situation. Her Happy, Thriving and Peaceful apple cart was toppled.

> *I went back next door to my neighbors, and my husband and his friend Ryan continued in the house. The officers went back to their vehicles and then left. I watched my husband drive away in the white van with his friend. I went back inside the house and found he'd moved his dresser drawer furniture from his condo into the guest bedroom, which has a bed in it. I found my cat and dog in my son's bedroom.*

Yes, big bad me had locked the dog and cat *safely* away in a back bedroom. What a terribly responsible thing to do! *[At least I didn't try to drown them in the pool.]*

> *I got in my car and left. I met with my lawyer to instruct her to file the divorce paperwork. I had, per my lawyers instructions, met with my husband 2 days earlier - Wednesday, Jan. 5, 2008 - to inform him that I did want the divorce and if he wanted to work amicably. I told him my* ***request*** *and that we would have to work out an agreement. He did not say anything and left. On Friday he showed up at the house and moved his things back. He informed me he was back to stay.*

Veeby's email to me from three days before—where she acknowledged her ***"list of demands"***—needed to be rewrapped. By using the softer "request(s)" to be amicably worked out between us, would probably sound better to a Restraining Order judge.

> *On Monday [01.10.08] I went to work in the afternoon. When I got home at night he, my husband, had removed all the doors from our bedrooms and bathroom. As I stated I was very scared for my life and the lives of my children at this time. His behavior is unpredictable. He has told me and our children he does not want the divorce and I am afraid of what he will do now that I have filed for the divorce. I am very afraid because he is acting this way in front of his children which scares me. I am afraid of being in the house with my husband without a door to my bedroom and even when there is a door he breaks it down and takes it out.*

I needed to remove her newly locked bedroom door to get my stuff. I removed the rest of the doors to change all the locking doorknobs, that was it. I was originally expecting to teach later after my lesson break, so I stacked the doors outside to be finished later that night. I simply didn't want the doors to be put back on their hinges before I could replace the doorknobs. No doors were broken, nothing was being tossed around, and no family pets were harmed in the making of this saga. All the legal code words she wrote in her handwritten complaint, was Veeby just playing the system to her advantage. She

was never in harm's way. Indeed, physical altercations were never a part of our relationship. I was the one scared enough to hide all the knives in the house once I took the doors down.

> *He removed the battery of the house alarm when he came back on Friday, Jan. 7, 2008. I was at work and got a total of calls 10 times. They would call me to say the alarm was going off. I advised them to call the police. I called them back but could not get any information because my husband changed the passcode. When I got home that night I saw the battery alarm had been disconnected and was gone. I cannot even put the house alarm on. I do not feel safe if my husband is in the house. I am afraid for the safety of my children. My husband is acting in a bizarre way.*

Again, the security company helped me disable the alarm since Veeby had changed the Master Code. That's why she received 10 calls from them. Also, she could have easily *"put the house alarm on"* if she would have plugged the system back into the wall socket.

SMOKE & MIRRORS

So, all of the above comprises an illusionary tale presented to a judge pleading for him to grant Veeby a Restraining Order against me—and some Judge actually signed the dumb thing! I suppose it's better for the judicial system to ere on the side of caution, but REALLY? When I learned of her accusations—and knew that the majority were made up and false—I couldn't believe it. It felt like I had just been stabbed in the back by one of those darn kitchen knives. How did *that* happen?

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I was completely unaware during that entire Tuesday that Veeby was putting her *"get him out of my house with a Restraining Order"* plan into motion. I didn't know where she was. I only knew that she was gone all day and I could breath freely. Having just regained access to my music studio *[newly designated storage area]*, I moved my CD collection and old album collection from the house studio to another storage location, then came back to teach my regular schedule of lessons—until 7:55 pm.

At 7:55 pm, I was served a TEMPORARY RESTRAINING ORDER by two officers. I was just finishing up a lesson with a student, when they knocked and entered. I was not able to teach my 8 pm student—I had to turn her away when she arrived.

The officers informed me that I was to have NO CONTACT with Veeby—or Noelle or Mark—until a Hearing, approximately 14 days from then. She had been given 100% temporary sole custody of both kids. She had been given temporary exclusive use and possession of the house. I was to be escorted out of the house by the police… RIGHT THEN. They told me that it was now considered a *Domestic Violence* case, and any violation would land me in jail for not honoring the Restraining Order.

I called some neighbors and asked them to help me quickly throw some of my clothes in their car. An officer walked through the house with me as I collected a few of my things for my car. I had to leave the furniture I'd moved back in.

I had to surrender the house key and the garage remote control—and then the officers made sure I drove off the property. Veeby was parked in her car with the kids just down the block—waiting to "take possession" of *our* marital house.

Since I had not yet returned my key to the condo, I was able to spend the night there. All I knew was that I had not done anything from which I needed to be restrained…yet, I had just been evicted.

I didn't know anything about Restraining Orders…I just knew this was a huge hurt to my heart.

27

Moved Back Out…Again!

I woke up the next morning with the realization that I had just been ejected from the marital house. With help from a Restraining Order, two police officers and a couple of friends, I was moved back out… again…to the little condo. The officers from the night before were nice—they indicated they knew I'd just gotten screwed big time. I was learning the *Game of Divorce* as it unfolded. I felt dizzy.

I drove to Carol's office to give them a copy of the Restraining Order. They then requested the divorce case and domestic violence case be heard by the same judge, instead of two separate judges, which was eventually granted. I received a Hearing date…for **17 days** later.

I needed to line up a new place to teach my private lessons. Courtesy of the Restraining Order, I was no longer able to teach at the house until the Hearing. I spoke with a couple of locations—none of those places worked out. I did not want to lose any of my students, so I altered my schedule. Allowing for travel time between students, I arranged to go to their homes for piano lessons.

What I really wanted to know was:

Where had my piano been taken?

Mark had already invited me to attend an Art Museum event on the upcoming Friday evening in which he would be honored. According to the Restraining Order, I couldn't contact him to let him know I would miss the event, was excited and proud of him, and would be thinking of him. I wrote him an email, but couldn't send it. I emailed it to him many weeks later on.

> *Mark—As I write this email, it is the Wednesday before the Friday you will receive special recognition for your 6th grade Martin Luther King Theme artwork at the Museum. I just want to remind you, I am SO proud of you and glad that others are beginning to recognize your artistic abilities as well.*
>
> *I was definitely planning on attending this special event. Unfortunately, life threw me a curve ball last evening when the police arrived to serve me*

some legal papers, preventing me from seeing you or making any contact with you for the next two weeks. I am sorry that I will not be there on Friday evening. If I were to go, the police would place me in jail for violating their request.

I have never experienced this level of hurt before. I ask for your patience during this time.

If I could have been there, I would have been there. I've ALWAYS been there before—I'm the proud Dad behind the video camera—and plan on continuing to be at your special events in the future.

KEEP FLOATING, SON.

Love, Dad

I then spoke with Eliana, who was very upset about the unfolding events. I was able to have a great Dad moment and calmed her down. I told her I was putting a life preserver around *her* and throwing her into the turbulent seas, but that if she would just FLOAT on top of the waves—while they crashed all around her—she would be all right. We cried together, but it really calmed us both. I told her to be a good big sister with her younger siblings, and to stay in touch.

A long and emotional day—thank goodness I could compartmentalize. I had to teach a class at the university later that evening.

28

17 Days

Thus began 17 days of not being able to see our children. I found that no contact or communication with my kids absolutely devastated me. If felt like hell on earth, but I soon learned…I had only just entered the gates.

Being a very involved father meant I was at every parent-teacher conference, every elementary school event and graduation, every middle school ceremony and every high school straight "A" breakfast—I never missed one. Of course, I often had a video camera in my hands, blending in with the other parents.

My lawyer, Carol, immediately began trying to set up a timesharing schedule with Noelle and Mark. She contacted Veeby through Lawyer #1 and then submitted a proposed Agreed Order on a Temporary Parenting Plan to the judge. We knew it would be "in the best interest of the minor children." Of course, Veeby's camp would not agree, claiming it was not in the "children's best interest" for me to see the kids.

Even though I was to have no contact with Veeby and our children, I was still trying to remain financially responsible with the household bills. When I tried to pay the cable bill, I was informed Veeby had taken me off the account and "made a payment." With no communication, I didn't know how much she'd paid—payment in full or a partial payment—and I didn't know if I owed her for my half or not. Later, I would discover other services she'd taken over, but then refused to pay. **Plan A**'s division of the household bills was quickly coming unraveled.

The war cry from Veeby and Lawyer #1 appeared to be "kick him when he's down." Several days after the Restraining Order was put in place, they accused me of going to the children's schools in an attempt to see them.

*Wait…*WHAT? Lawyer #1 wrote Carol and condescendingly suggested that I either hadn't read the Restraining Order or simply

couldn't understand it. She instructed Carol to "control her client" *[moi]*…or they were going to "tell on me" to the Judge for any and all violations!

At first, I was shocked at the accusation. It was completely false, but also vague as to what I supposedly did. Did I go to the school office and try to sign the kids out? Did I drive by in my car to "see" my children from a distance? What did I allegedly do? I *hadn't* tried to see the kids—I could read—I understood. I believed Veeby made this up, just another barrel she could throw in my way, just another accusation to put me on the defensive. I also thought Lawyer #1 was a little snide in her writing, but I hadn't seen anything…yet.

Carol's paralegal, Kelley, responded with my adamant denial of their accusation and requested more information—i.e., *"If you have spoken to someone directly at the school, please provide their name so that we may depose them."*—but no further reply or information was received. It felt like they just drove by and took a shot at me. I felt overwhelmed and a little numb to the the barrage of obstacles Veeby had thrown in front of me—with the Restraining Order, and now this. I found myself trying to FLOAT—trying to hold my breath until some far off Hearing date before some judge.

During that time, I had my support people reminding me to just relax and "cool it"—not to do anything rash. I heard them…I wasn't going to mess with the process. I was just amazed at how it was unfolding. Again, I had never before played the *Game of Divorce*, so I was learning as I went.

It was good to have Carol and her team behind me.

29

Counter-Petition

After I filed my Petition for Dissolution of Marriage, Veeby then filed her "Answer" to the issues raised within my Petition. She then filed a "Counter-Petition" as well.

Basically, *"HE wants to divorce ME? Well, I want to divorce him, too!"*

Lawyer #1 filed Veeby's Answer—which admitted and agreed with most of my Petition, except:

- She wanted sole parental responsibility—based on her claims about my actions and behavior;
- She finally admitted we jointly owned the house;
- She finally admitted she had "removed some personal items."

However, there were specific paragraphs within *my* Petition that Veeby didn't agree with—therefore she *"Denied"* and *"demanded strict proof thereof:"*

- Veeby denied that I was a piano teacher;
- She denied that she removed my grand piano or any other items; *[they must have vanished by themselves?]*
- Denied that she was interfering with my livelihood in any way;
- She absolutely did *not* install locks on all the doors in the house; *[they just mysteriously "appeared?"]*, and
- Veeby demanded proof that I had actually "hired" Carol's law firm to represent me. *[Evidently, receiving legal paperwork from Carol on my behalf wasn't enough proof?]*

Of course, most of the information she "Denied" was verifiably TRUE. I wasn't sure why she needed to demand proof…other than a legal exercise to prolong the process.

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Then…*[drum roll, please]*…her

COUNTER-PETITION FOR DISSOLUTION OF MARRIAGE
WITH DEPENDENT OR MINOR CHILDREN

A Reduction of just *some* of her legally filed paperwork follows:

- "She" was also divorcing "Me";
- Her lawyer would do all the legal work on her behalf;
- Yep, the marriage was irretrievably broken;
- He may have engaged in marital misconduct;
- He may have depleted marital assets;
- She wanted sole parental responsibility of kids;
- Don't forget, Judge, HE has a Temporary Domestic Violence Injunction against him;
- Child Support—She wants a lot;
- Alimony—she wants a hefty monthly stipend, please;
- He should pay all medical insurance for the children;
- She considered all the jewelry and cash she removed before filing paperwork as Non-Marital Assets…[so it's okay];
- Of course, all remaining assets should be equitably distributed;
- He should pay off any remaining debts we incurred…not her;
- Again, "upon information and belief" he depleted marital assets and she would give juicy details later;
- He took my computer…don't let him sell it!

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Reading her Counter-Petition was maddening. There were so many untruths and *"upon information and belief"* innuendos—absolutely unbelievable! Not only was the marriage irretrievably broken, but she incorporated the term *"marital misconduct"*—which included a broad range of allegations—as an attempt to influence the court's decision regarding financial awards. She also suggested I may have *"depleted marital assets"* so as to wave another red flag before the Court. She was basically asking for an *unequal distribution* of our assets.

Within the next section, I was accused of *"engaging in certain conduct that has been detrimental to the children and against their best interest. Moreover, he has consistently been in violation of shared parental responsibility and has been unilaterally making decisions for the minor children, without consulting Veeby."*

So, on the one hand—there was a certain vagueness about her accusations. There was no specificity as to what I was supposedly doing that was somehow hurting our children. The entirety of our parenting had been "shared," so what changed? How was I *violating* shared parental responsibility when we had no divorce agreement or

Parenting Plan in place? The kids were already living with Veeby in the house per our **Plan A**. My condo was too small and not conducive for them to live with me. Besides, were these words from Veeby or creative legal talk from Lawyer #1?

On the other hand—Veeby complained I wasn't spending enough time with the children. So while she was suggesting I spend more time with the kids, if I took them to the movies or out to eat or we went over to the condo, the time I spent with our children magically morphed into my making UNILATERAL DECISIONS and was somehow AGAINST THEIR BEST INTERESTS?

SMOKE & MIRRORS

The kids and I were just living life—and dealing with the change in routines, courtesy of Veeby's decision to end the marriage. If the children and I went somewhere, I had never before had to get Veeby's "permission"—I was Dad and simply went out with the kids. We would typically leave a note where we'd gone at the house or send a text, if needed. Now that our Separation was turning into a Divorce, Veeby's power of belief seemingly changed into a fear I was going to take "her children" away from her. Where would I take them? My life with our children and my livelihood were centered in that area. She seemingly operated from that place of fear. In contrast, Veeby could go and do whatever she wanted with the kids under the same scenario without my screaming she was making Unilateral Decisions. I believed it simply boiled down to fear and control for Veeby.

SMOKE & MIRRORS

Then I was accused of "… *engaging in inappropriate behavior and this has caused turmoil and confusion for the children. A Parenting Plan which specifies a timesharing schedule and allocates responsibility for the daily tasks associated with the children should be entered. The minor children should continue to reside with Veeby and spend the majority of their time with Veeby during the pendency of these proceedings and thereafter, through their minority and John should set a set*

timesharing schedule that is in the best interests of the minor children, taking into consideration John's conduct and unilateral decision making."

It appeared the *"inappropriate behavior"* included my (1) moving back into our house; (2) taking down the doors to get my stuff and changing the locks; and, (3) canceling her Disneyland vacation, etc. Which of course was completely different than any accusation of *"inappropriate behavior"* I might claim regarding her (1) moving my grand piano out of the house to prevent me from teaching there; (2) moving the big screen TV out, and disassembling the entire entertainment system the family used; and, (3) making claims of physical assault. No other reason needed to be given why the children should reside with her…until they were 18. It was completely obvious *[to Veeby]* that *my* actions were "wrong" and her actions…didn't count.

SMOKE & MIRRORS

I did not appreciate the continued storyline within the Counter-Petition of my having "assaulted" Veeby or having *"forced his way in"* or *"breaking off"* the doors and *"removed them from the home."* I continued to claim those accusations were not true and were misleadingly represented. The wording used by Lawyer #1 suggested they were factual events, when in fact they were *disputed* events—and the determination Hearing was several more days away.

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Before Lawyer #1 got involved, Veeby and I had already discussed finances as we set up our **Plan A**. While we didn't use the labels "Child Support" or "Alimony," the financial amount I would give her monthly would have allowed her and the children to stay in the house and pay more than half of their household expenses. It was a *significant* amount of money, leaving me just barely enough for my little condo and a little food. At the time, I didn't mind making that sacrifice for my family.

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However, when I read the Counter-Petition's request for Alimony section, I made a terrible discovery—*someone* had rewritten our his-

tory. *[I grabbed a bag of popcorn and sat down to read it again.]* Veeby claimed that during the marriage we had agreed I would work full-time and she would either not work or only work part-time to care for the minor children. *[WHAT?]* She further claimed she had always been dependent on my financial support during the course of the marriage and she didn't have any other way of supporting herself—so of course, I should give her tons of money every month.

In truth, during our marriage Veeby and I had always toggled the children's care between our work schedules…ALWAYS. She was never a "stay at home wife," nor was I the sole bread winner. She worked and I worked. We combined our incomes to create a life together. The parenting schedule was simple: when she was at work, I took care of the kids, and vice versa. For the last 15 years, she met with private financial clients five (5) days a week as her regular work schedule. Before that, she worked full-time for eight (8) years at a college in Denver, and full-time within a bank for years before that.

To claim that Veeby only worked on a part-time basis was misleading. Her seeing 20-25 private financial clients per week at *her* hourly rate—which was more than double my rate for music lessons—allowed her to make about the same income as me. There were also extra hours she spent writing her appointment notes, making phone calls and filling out necessary financial forms—all of which translated into a nice full-time "private practice" job. The only way to represent a larger disparity between our incomes, thus creating an illusionary Alimony argument, was to intentionally misrepresent her income on legally submitted forms. Reading her claim that *"Veeby is dependent upon John for her support and has been dependent upon him for support during the course of the parties' marriage"* was infuriating.

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The Counter-Petition also alleged that I was *"refusing to pay Veeby any sums for alimony and/or child support."* Of course, that was ridiculously false. I had continued to meet my financial obligations towards the mortgage and household bills since I moved to the little condo. Bank records easily proved the transfer of money from my account into our joint account for the payment of bills…at her 55/45 division…*period*. The Restraining Order then prevented me from coordinating

upcoming bills directly with Veeby. Even though the joint accounts were then closed per her request, I went ahead and paid her electric bill and Noelle's braces payment in full.

It was not reasonable that she expected to have it both ways. She took away my ability to teach lessons at the house and legally Restrained me with no contact or communication. Yet, she still expected I would continue to pay my portion of her household bills? However, that's exactly what I did! I continued to pay my portion of our mortgage and household bills. I was not a deadbeat dad. I was a responsible and caring father—soon to become a "former" husband.

Additionally, she wanted me *"restrained and enjoined by Court Order"* from touching her computer or disposing of marital assets. Evidently, she desired that I just be RESTRAINED in all facets of life. I fully expected legal papers to be filed that would restrain me from eating and breathing as well.

I had not sold or gotten rid of any of our "things" or assets. The *only* thing I had in my possession was her computer…and I hadn't even turned it on. There were no files on it that I needed to access. It was just her work files and database, which I'd created for her. I simply wanted some leverage to trade her stuff for my stuff. However, she then did the whole Restraining Order thing—and then we couldn't talk except through the lawyers. In an apparent oversight, she omitted all the assets *she'd* taken out of our home, which was detrimental to *my* livelihood.

Lying dormant within all the Counter-Petition verbiage was one little phrase, hidden in plain sight: *"…upon information and belief has been romantically involved with another woman."* Ever since the mere possibility was placed in her mind, the power of her fear spun that little thread into a full blown tapestry of possibilities. Veeby didn't seem able to drop the needle and thread, instead choosing to stab me with that sharp little needle every chance she got.

She simply couldn't hear or accept the *fact* that **she was wrong!**

30

Veeby's Lawyer #2

Just one day before the Temporary Restraining Order Hearing was to occur, Carol received notice that Veeby had changed lawyers.

Wait…WHAT?

After Lawyer #1 filed the Counter-Petition, Veeby replaced her. Lawyer #1 had provided legal guidance, filed the Answer and Counter-Petition and corresponded back and forth a little with Carol. However, Veeby replaced her with a different lawyer. I had no idea what happened…just that Lawyer #1 was out. Goodbye!

Carol made contact with the new opposing counsel…Lawyer #2…and provided a detailed summation email. We wanted to bring her up to speed, and hopefully resolve all the spiraling craziness.

However, Lawyer #2's nasty bulldog reputation preceded her. I soon came to understand for myself.

I found Lawyer #2 to be loud and obnoxious. I found her writing style to be extremely inflammatory in tone. From the very beginning of her legal representation, the vile accusations and innuendos contained within her written words hurt me. I eventually toughened up to the tongue lashing and mud slinging. Evidently, Lawyer #2's way of practicing law was not as civil nor polite as I expected it to be.

I met Lawyer #2 just before entering the Temporary Restraining Order Hearing…and immediately was *not impressed*.

31

We Had a Little Hearing

Prevented from communicating or contacting my children for 17 days, we *finally* had a little Hearing to consider Veeby's Restraining Order accusations. The Restraining Order Hearing took place on a Thursday morning and began at 9:45 am in the Judge's chambers. In attendance was the Judge, myself with Carol's representation, Veeby with Lawyer #2's representation, and my friend, Ryan, as the "star" witness.

Carol and I only learned the previous day that Veeby had replaced her first lawyer and retained the services of some "big guns" lawyer. I met Lawyer #2 briefly before we all filed into chambers. I remember wondering if she'd had time to learn all the facts about the case. My concerns were warranted as Lawyer #2 proceeded to misstate the "facts" throughout the Hearing.

My friend, Ryan, could testify and confirm that I had not physically hurt Veeby in any way. Veeby didn't line up any of the neighbors or police officers as witnesses. Her friend, Mary, came along for Veeby's "emotional" support, but wasn't allowed to attend the Hearing.

Before we were called into chambers, Lawyer #2 asked to speak with Carol to try and "work things out" prior to going before the Judge. Carol asked them to drop the Domestic Violence charges, bring back the grand piano and TV, and let me teach at the house on Mondays and Tuesdays *[our original **Plan A**.]* We were willing to stipulate Veeby could have exclusive right and possession of the house the rest of the time. Lawyer #2 would not agree to this, so we all filed into chambers and began the Hearing. Ryan and Mary got to wait outside in the lobby.

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The Judge who held my fate…seemed nice upon my first impression. Evidently, he was "into" clocks—they were all over his chambers—

that's how I knew we began at 9:45 am. After he "swore in" Veeby and myself, he asked her some initial questions. He needed to hear from the "victim" of domestic violence just exactly what she thought had happened.

A fly on the wall within the Judge's chambers would have heard Veeby tell the Judge she was *"very, very scared"…"feared for our children's safety and [her] own safety"…"didn't know what was happening"…"was very scared"* and *"was very, very confused."* Supposedly, I *"grabbed and pushed"* and *"grabbed [her] arms [which caused] bruises from that"* and *"Yes, I am afraid of him."*

Then Lawyer #2 called Veeby as her first *[and only]* witness. They produced pictures of the master bedroom door which showed scratches around the doorknob from my having pried off the lock—they said the door was "broken." Of course it was not mentioned that the majority of the scratches on that door came from the dog of the previous owners of the house. Although not visually appealing, the door was fully functional.

Some blurry pictures were also admitted into evidence which showed Veeby's arms held up against a dated newspaper—like a hostage—as proof that…I'm not quite sure what it proved. I guess it proved she had small bruises on her forearms…and she accused me of causing those.

Lawyer #2 made a big deal about the bats, that I was waving them in the air and threatening Veeby. According to Veeby, everything was relatively amicable until I arrived back on January 7th and *"started swinging bats and attacking me and grabbed my arms. That's when everything changed."* I was surprised that what began as my genuine concern for Ryan's van, would be blown up by Veeby into *"[John] was swinging bats at me."* Of course, instead of running away, she told the Judge she stood in front of the door to prevent my entry. All pure silliness. No bats were swung and no bats were harmed in the making of this saga.

Veeby began omitting information concerning my studio, claiming that *"He had nothing left in the house that was his"* and *"He has nothing left in there [studio]. He took all of that when he moved out"* when she clearly knew that was not the case. Indeed, she placed a second keyed lock on my studio door—in addition to the newly keyed lock on the master bedroom door—to further prevent me from accessing some music

equipment and teaching supplies *[among other things]* which I had stored in my studio.

Back when things were "amicable," we agreed that I would use the music studio to store some of my things, since I didn't have room for everything in the small condo. When everything went sideways—she basically locked down the house. A lot of my items were then taken and squirreled away in "her" master bedroom. I was able to take *lots* of pictures of all those items…once I took off the locks on the doors. The evidence exists.

Veeby's semantical games continued with word play surrounding my "studio"—i.e., my *teaching studio* versus my *music studio*. It was a game she thoroughly enjoyed, almost like an under-age teenager lying about their age to access a cool club. When discussing my private teaching studio and the missing piano, she testified that, *"He doesn't have a studio in the house…he has a piano."* Knowing her as well as I did, I knew her statements were purposefully misleading—trying to sway the Judge's understanding—and all the while trying to avoid responsibility for her actions.

Carol then began asking Veeby about the missing grand piano and TV. It was absolutely hilarious! Here's what that fly on the wall heard:

~ from the transcript ~
[Carol (C), Veeby (V), Judge (A), Lawyer (#2)]

C: The picture that you just put into evidence, isn't it true that that's your husband's website picture trying to get students for his music studio in the home?
V: I do not know what he has on his website right now.
C: [chuckle] That's how the living room looked prior to January 9th, correct?
V: That's our living room at our house.
C: Can you look at this picture? Do you recognize that picture?
V: That's our living room at our house.
C: And what's not in the living room?
V: There's a lot of things not in the living room.
C: The piano's not there, correct?
V: Correct.
C: Because you had it removed on Sunday while he was at the university, isn't that true?
V: Sunday…he went to his job at the university, correct.
C: And you had a moving company come and remove the piano out of the house? The 600 pound piano, correct?
V: I don't how many pounds it weighs.

C: But, yes?

V: The piano is no longer in the family living room.

C: The question is, did you hire or cause his piano, that he used to teach his piano students, to be removed from the house?

V: It's not his piano. The piano belongs to the family.

A: Ma'am, Ma'am, it's a simple question. Did you have the piano taken out of the house?

V: The piano is not in the house anymore.

C: Did it get up and walk away? Tell me how it got out of the house? Do you know where the piano is?

V: Yes, ma'am.

C: Because you moved it, correct?

V: I did not move it.

A: Did you have it moved?

V: It was moved.

C: On the same day that the piano went "missing," did you also have the TV—his 60-inch TV that he bought for his birthday four years ago—removed from the home as well?

A: Did you have the television moved?

V: The television is no longer in the family home.

A: Ma'am, ma'am, ma'am…it's not a trick question. Is that a yes or a no? [exasperated sigh heard]

V: I did not move the TV.

A: Did you have it moved?

V: It was moved.

C: Who moved it?

V: Not me.

#2: Who moved it, if you know?

V: It was moved by some movers.

C: That you hired?

V: No ma'am

C: You didn't pay?

V: No.

C: They were friends? It doesn't matter. I'm sure the Judge understands what's going on.

Veeby's avoidance word play as she verbally wiggled around and wouldn't answer either Carol's or the Judge's questions was perhaps not the smartest choice. The Judge eventually tired of her spinning word webs and called her on it:

Ma'am, ma'am, ma'am, ma'am!
Look, I'm sitting here, I'm the Tryer of Fact.
I understand the two issues,

but Ma'am, it sounds to me like
you're getting cute with your answers.
Just answer the question…it's simple.
[then, he let out a long exasperated sigh]

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My personal favorite was the word play that SHE didn't move the piano nor the TV. When directly asked by the Judge, ***"Did you have it moved?"*** and Carol asked, *"Who moved it?"* and even her own lawyer asked, *"Who moved it, if you know?"*…Veeby simply answered, *"Not me."*

Of course, Veeby conveniently forgot to mention her email exchange with the movers *the day before* the piano and TV mysteriously vanished:

Mover Man:
Regarding piano moving tomorrow, my address is [###].
My phone is [###–###–####].
Please let me know if you can be here to move the piano and large screen TV tomorrow, Sunday Jan. 9th in the morning.
Thank you, Veeby

The Mover Man responded the same day:
Hello, Got your email, and I will call you as well.

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Lawyer #2 called me as a witness and tried very hard to convince the Judge that I was "angry" when I moved back into the house. She insisted within her questions that I was angry—and that's why I physically assaulted Veeby—because I was angry. I continued to calmly state I wasn't angry. She tried to paint the picture that I pushed and grabbed Veeby's arm to force my way into the marital residence. I kept thinking about how this poor misguided attorney had been misled by Veeby's tale. The first day, no claims of physical assault. The second day, Veeby claimed small bruises. Following days, it grew into pushing and shoving. At the Hearing, the word "scratches" was introduced. I'm pretty sure I saw Veeby's hand had a *hangnail* in those pictures as well…luckily, she didn't notice.

Door removal…what a funny thread. As weird and strange as it might have appeared to the Judge, the removal of doors within our

house had been done a couple of times before—as a discipline strategy with our kids. Since we didn't use corporal punishment for our children, we were often creative in their discipline. It's actually a discipline option discussed on the internet and Veeby was ever vigilantly guarding the children's development. I believe there was never really an issue for Veeby regarding her safety without the doors…it was just a "move" within the *Game of Divorce* she was playing. Again, no doors were broken. I took the doors off their hinges to gain access to my stuff, changed the locks and then rehung the doors.

I was questioned several more times by Lawyer #2 about the whole "anger" theme. When I was finally allowed to speak a little more freely, I told the Judge my side—and I felt like he listened. I restated that I had no history of violence against Veeby, and had never hit her during our 33+ years together.

Next at bat *[bad pun intended]* was the star witness…Ryan was up! The Judge later complimented him as the most credible witness at the Hearing *[MVP award]*. Ryan confirmed what I'd been saying the whole time—that I had not touched Veeby. He also reaffirmed that the Sound Booth side panels were too heavy to have allowed me to carry one under my arm while pushing and shoving with the other. On cross-examination, Lawyer #2 suggested that he was lying for his friend *[moi]*…and Ryan got royally ticked off.

The Judge finally began to wrap up the Hearing. What was supposed to only be a 15 minute Hearing, turned into a 45 minute show.

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Within the Judges concluding remarks, Veeby was slapped on the wrist for removing the piano and TV. The Judge said he'd ***"never heard of anything like that in all the years he'd been there."*** *He* called her actions ***"weird"*** and ***"really, really, really, really unusual"***—that's FOUR (4) *"really's!"*

I earned one ***"beyond weird,"*** one ***"strange,"*** and one ***"really, really strange"*** for removing the doors *[even though I put them back]*. Since I only had "one pair" and Veeby received "four of a kind," I guess she "won" that round. Evidently, Veeby was more "unusual" than I was "strange."

The Judge didn't believe Veeby's "swinging bats" allegation. Unfortunately, the Judge couldn't see clearly through the "he touched her" issue, since Ryan wasn't glued beside me the entire time. Erring on the side of caution, the Judge extended the Temporary Restraining Order *[Injunction]* for an additional 45 days, but only specific to Veeby—*not* the children. Essentially, he built in additional time for both parties to "cool off." *[I was relieved to later learn that since no criminal charges were filed against me, once the Restraining Order automatically terminated 45 days later, it would not remain on my record.]*

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The Judge ordered Veeby to put the piano and TV back by Monday 3 pm. He allowed me to teach in the house on Mondays and Tuesdays for the next 45 days—allowing Veeby Exclusive Use and Occupancy the rest of the time. He encouraged me to move to a bigger place to allow for the children and my teaching. *[I was also supposed to get a key to the marital house, but Veeby never gave me a key = CONTROL!]*

The Judge clarified the current Family Law statutes—the old model *[where there was a Primary Residential Parent with the Other Parent just received "visitation"]* was no more. The new paradigm was 50/50 Time Sharing with a Parenting Plan in place, to be figured out through counsel.

Carol then asked if I could see my children that evening, pointing out that it had been 17 days since I'd seen them *[thanks, Carol]*. The Judge asked if there was any objection from Veeby's camp. *Of course* Lawyer #2 objected! The Judge then did the right thing and let me see the children immediately and through the entire weekend…yeah!

I took the opportunity to ask the Judge if I could get my stuff back—i.e., the furniture items I'd moved *back* into the marital house. Since I had been walked off the property without my bureau—*[thanks to the Restraining Order and those big, burly police officers]*—my clothes were in piles on the floor back at the condo. Of course, Lawyer #2 exclaimed, *"That's kinda ridiculous."*—which ticked off the Judge. He proceeded to call her assertion as ***"unreasonable"*** and since he was also the Judge in the Family Case, he just might remember all the craziness emanating from Veeby's camp. He went on to state, ***"… if it was okay with Veeby for him to take his stuff…the***

bureau…to his apartment in December, why in the world…in anybody's wildest stretch of the imagination…would it not be okay for him to get it back into his place? Tell me! Give me one good reason…one bad reason…give me a bad reason. There is none. Because there is none! So let him get his stuff."

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Finally finished with the official Hearing, everyone filed back out of the Judge's chambers. I learned that all that had been stated during the Hearing then had to be written out by the attorneys and then signed by the Judge as an official "Order." However, Carol and the Judge immediately left together for a different trial in another courtroom close by—so, the rest of use had to wait about an hour until that was finished. Lawyer #2 began writing the issues into an Order for the Judge to sign, but we basically had to wait until Carol returned.

Eventually, Carol rejoined us in the waiting area and the two lawyers finished writing out the details of the Order. Since Lawyer #2 had just come on board as Veeby's counsel, and both lawyers knew each other professionally, Carol began telling #2 the long list of things Veeby had been up to. When Carol spoke about charging a $2000 Disneyland vacation on my credit card, Veeby literally *screamed* that she had NOT done that—stated we had no proof—and besides, *"It was only for Eliana's birthday weekend!"*

Wait…WHAT? Even in her denial, Veeby admitted.

Carol and I tried to help Veeby a little. Since I would have to break my lease and find another place to live and teach from, we offered she could just wait to move the piano to the *[to be determined]* new location around March 1st, since I could just use the rental piano to teach at the marital house until then. However, Veeby stated she didn't have any money to move the piano back. We reiterated we were trying to give her a month before she had to move the piano, but again she claimed she didn't have money to move the piano and TV back into the house. I'd finally had enough "trying to be nice" and asked Carol to just write it into the Order the way the Judge had stated—that Veeby was to have the piano and TV moved back into the marital house in three days time—by Monday at 3 pm.

Once written and agreed upon by all parties, the Judge returned and signed the handwritten Order. His signature on the Order not only extended the Restraining Order specific to Veeby for an additional 45 days, but gave me Exclusive Use and Possession to teach at the marital home on Mondays and Tuesdays.

Veeby left immediately…Lawyer #2 expressed that Veeby was *"too overwhelmed"* and simply had to leave.

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I needed to quickly find a Rule Book for the *Game of Divorce*. I wanted to further understand what was going on and exactly how "the system" worked.

As I began to explore and research the legal system and the state statutes, I found it interesting that our state considered perjury—which included statements made before a Judge in an official proceeding—a third degree felony.

Further, our state defined "false official statements" as *"whoever knowingly makes a false statement with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in…."*

Hmmm.

I believed the passive-aggressive nature of Veeby's semantical games would probably allow some wiggle room, since she could always claim there might have been an "unintentional misstatement or mistake" so therefore, it would not be considered *intentional* perjury.

Wiggle, wiggle…wink, wink.

32

I Get to See My Kids…NOT

After I received my copy of the freshly signed Order from the Judge, I immediately drove to Noelle's high school to pick her up. I'd take her out of school a little early and explain what all had happened. Upon arrival, I went to the front counter and spoke to Ms. Lana. I explained that I was *sure* Veeby had already informed them about the Temporary Restraining Order *[she affirmed by nodding]* and that I had a copy of the newly signed Order allowing me to see my kids. I let her make a copy for the school records and asked that Noelle be called to the office for early dismissal. However, they wouldn't—or couldn't—until they received "permission" from Veeby to release her. Ms. Lana informed me Veeby was already on her way to the school.

Wait…WHAT? Who called Veeby?

After I'd been standing at the counter for 15 minutes, Veeby walked in—with Mary still in tow—and upon seeing me standing there, Veeby began yelling, *"I have a Restraining Order against this man! He's not supposed to be within 500 feet of me!"* Alrighty, then. All the office staff turned to look in our direction at the little incident in progress—wondering if they should call campus security to the front counter. Ms. Lana scanned Veeby's driver's license, gave *her* a Visitor's Pass and the royal procession began. With head held high and cell phone scepter lovingly positioned in hand, she slowly walked right in front of me—welcomed into the sacred Hallway of School Administrators.

I was told to sit down and *wait*.

Five minutes later, an Administrator came out and informed me that Noelle *"did not have the 'key' I wanted and that she didn't want to see me."* Huh? I didn't understand. I hadn't asked for any "key" and I wanted to see my daughter. However, Noelle never came out to see me. For some reason, the school was protecting her…from me…even though the Judge had just determined it was fine. I found out later that Veeby had called ahead to the school while driving and they pulled Noelle out of class to meet with mom. She was waiting for

mom in the Guidance Office—and boy, did she get some guidance. With an administrator present, Veeby spoke directly to Noelle—and told her what all had just occurred in Court—and that she didn't have to go with me, etc. *[The Administrator informed me of this the following day]*.

So, sadly, I didn't get to see Noelle at all that day. I felt thwarted by Veeby's actions. She blatantly tried to prevent me from seeing Noelle, in defiance of what the Judge had *just* told us. Later, I would come to understand the proper use of the word "contempt" in such situations.

Still in shock, I then went to Mark's middle school—fully expecting Veeby to follow me there as well, but she didn't and Mark's school released him into my care. He and I sat in the parking lot for about thirty minutes while I told him what all had just transpired, including the previous 17 days. I explained that he'd be spending the weekend with me. He and I then went to the Mall to hang out for about an hour. We shared cookies and milk, I taught him a cool coin trick, we walked to an optical store to get his glasses adjusted—we had a good time just hanging out. After he had some time to process things a bit, he said he wanted to sleep at the *[marital]* house that evening. I could understand that, so sure—but I asked him to sleep over at the condo with me the very next night, which he did. We left the Mall and I drove him over to mom's place.

I called Carol after dropping off Mark back at the house, to fill her in on Veeby's latest actions at the school. We discussed the concept of *Parental Alienation Syndrome*.

Carol wrote Lawyer #2 and then filed a MOTION FOR TEMPORARY PARENTING PLAN which highlighted Veeby's recent shenanigans.

33

Put His Piano Back

Finally—validation from the Judge at the Hearing that Veeby's removing my grand piano and TV from the house was ***"weird"*** and ***"really unusual"*** and generally ***"didn't make sense."***

The Judge actually said:

> ***I don't know what was going through [Veeby's] mind when she decided to take the piano and the television out of the house. Especially the television. I've never heard of anything like that in all the years I've been here. I mean, that's like weird. That's like really, really, really, really unusual. And if John gets his livelihood from piano lessons, in significant part, I mean, ya know, that's like—it doesn't make sense because it's going to affect the Child Support, it's going to affect other economic aspects of the case. It just doesn't make sense.***

The Judge then ordered her to return those items:

> ***The piano and the television need to be back in the home by Monday at 3pm, and I'm going to allow John to teach his pupils on Mondays and Tuesdays in the marital house.***

In the waiting area after the Hearing, Veeby insisted she didn't have money to move the grand piano and TV back into the house. While she'd had the funds to move the grand piano and TV **out** of the house, she no longer had the resources to remedy her predicament. That was really hard to believe given that she'd recently found the funds for a week long vacation in France, just bought herself a new car and most recently purchased a new laptop computer. I wondered where she was getting all that money?

Later that afternoon, however, Veeby contacted the movers to schedule the return of those items:

> *Hi, Mover Man. I need to speak to you urgently regarding the piano and TV. I need to schedule to have you return both to my house ASAP. Could you call me as soon as possible? Thank you, Veeby*

The next day…another wrinkle. Lawyer #2 contacted Carol to say that they would *try really hard* to get the piano and TV back by Monday, but if they couldn't, at least I would have the rental piano.

At least I finally had some comfort and confirmation that my piano hadn't been burned and dumped into the local lake…so it was a good day overall.

34

No Towels and No Soap

The lawyers began exchanging letters and phone calls at a frantic pace the Friday after the Hearing. I could only watch as my bank account swirled down the drain. Lawyer #2 expressed their concerns over Veeby's missing computer, baby keepsake books and financial records she needed—which we'd always kept within the filing cabinets—that just happened to be living over at my condo. Carol expressed our concerns about the return of all my stuff I'd moved back into the house. It was finally agreed between counsel that (1) I would return her computer, baby books and financial records when I arrived at the marital home on Monday and confirmed that the piano and TV had been returned; and, (2) Veeby would move all my stuff to the garage so I could easily pick it up—a nice and easy exchange, right? I quickly found out that *nothing* would ever be "nice and easy" when dealing with Veeby.

Later that day, Lawyer #2 filed Veeby's Financial Affidavit with the Court. They filed official documents claiming less than 50% of Veeby's actual income. What a **bold move** on "her turn" in the *Game of Divorce*. I was completely shocked!

Monday rolled around and Veeby's computer and financial records were loaded in my car, for the hostage exchange. I was looking forward to getting some of my items from the garage back into my condo. While I was supposed to get a key to the house, it didn't feel comfortable for Veeby, so I agreed that Noelle could just let me in since she would normally arrive home from school by that time. Unfortunately, Noelle did *not* let me into the house until *after* 3 pm. I needed to set up some room divider panels prior to my student's arrival. Not only did I not have a key, but I also discovered Veeby had removed the outside garage door keypad. I had no way of entry if Noelle was not prompt in letting me in. CONTROL!

By the time Noelle finally opened the door, my student had already been dropped off for his lesson—and had been standing out-

side with me for a few moments. Noelle didn't return my greeting upon opening the door…she just retreated back into the house. The student and I both entered, only to find the grand piano and TV had miraculously reappeared…yeah! Unfortunately, they were awkwardly placed side by side in my teaching space. I needed to move the TV out of the way before I could teach my first student.

My student on Monday went to wash his hands before the lesson, as he'd been taught to do, but he immediately informed me there was **no soap** and **no hand towel** in the bathroom. I couldn't believe it! I peered inside and found that Veeby had stripped down the half-bathroom used by my students. She didn't leave any toilet paper and had taken down the picture off the wall as well. I called out to Noelle to please bring some soap and a hand towel, but she would not reply. I went down the hallway to get those items from the 2nd bathroom and gave them to my student to use.

Veeby took the toilet paper…WOW!

I stopped by Noelle's room and asked her to help me move the big screen TV back into the Family Room, but she refused. I went back and asked the student for his patience for a moment while I got everything moved around and prepared. I was able to slide the TV into the Family Room and placed it in front of the TV base. I again called out for Noelle to help me lift it up onto the stand…*I was trying to be a nice guy*…but she again refused to help. So, I left it on the floor in front of the base stand.

I came back into the teaching space and moved the piano into a better position to teach. Then we began the piano lesson.

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While I was critiquing my student's progress from the previous week, I began to notice the pictures on the walls, the pillows on the couch, the candles on the tables, the lamps in the room—were all gone… they had all been removed. The warmth of my teaching space had been eliminated—the room seemed frozen and barren. I'm sure Veeby would have moved the furniture out of the room if she could have figured out a place to hide them.

After that lesson, I had a break before my next student. I couldn't wait to get to the garage—to see my stuff and decide what all I could load into my car. According to the recent Order, I was only allowed to move things from the garage to my car and/or back to my condo *during* the 3 - 8 pm time frame…only on Mondays and Tuesdays. It would prove difficult to both teach and move my stuff during a five hour window each of only two days.

When I moved back in earlier in the month, I had placed my kitchen table, chairs and Sound Booth components in the dining room. I knew I would reassemble them later on, so I safely stored them out of the way in the corner until then.

I noticed they were no longer in the dining room while I was teaching, but I fully expected to find them in the garage. Boy, was I wrong!

When I opened the inside door which led out to the garage, instead of finding **all** my stuff, I saw my bureau, my desk *[minus the drawers]*, my kitchen table *[minus the chairs]* and some acoustical tiles that went *inside* the Sound Booth. The rest of my stuff—that I fully expected to have been placed in the garage—was not there. No Sound Booth, no chairs, no night stand, no coffee table, no CD inventory. WHERE was all my stuff? I came to learn that she had most of my stuff once more under lock and key in the back of the house.

REALLY? I'd left the Sound Booth *right there* beside the door which led out to the garage. Veeby could have moved it 20 feet and it would have been done. The Sound Booth panels were heavy, yet she moved them—i.e., *had them moved, as in* ***"Not me."***—further away from the garage.

Veeby's word was no good. What she had agreed to through her lawyer, she did not honor. She seemed to be enjoying her *Game of Divorce* way too much. I had her stuff and was prepared to leave it for her. Veeby chose to keep my things a little longer. CONTROL!

When my last student left, I took down the room divider panels and gathered my things to depart. Per the verbal agreement through our lawyers, I went ahead and returned her computer, left the baby keepsake books and some financial records Veeby needed. Even though Veeby had not fully honored that agreement, I followed through with what I said **I** would do.

As I was about to tell the kids goodbye, Noelle was already hovering. She instructed me that my student had gone and I needed to *leave the house*. As I backed out of the driveway, I saw Veeby sitting in her car down the street. She raced towards me with her lights off and pulled into the driveway as I drove away. The next day, I alerted Carol as to the previous days' events. She was nice enough to write a polite letter to Lawyer #2 highlighting the disarray left by Veeby.

When I arrived to teach later that afternoon, I immediately noticed that the big screen TV had been moved out of the Family Room and placed in the corner of the dining room. Had it been "*bad"* while I was gone? Was IT in a "*time out"* in the corner?

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Evidently, even though Veeby had just paid to have the big screen TV returned to the house, per the Judge's Order, she refused to hook it back up and use it! Seriously, though, she had a well thought out and valid point. *How dare I* try to leave the family a 60-inch big screen TV for the Family Room! Why, nobody was going to make *her* watch TV on a big screen unless *she* wanted to. She'll watch her movies and shows on a smaller 27-inch TV if she wants to, gosh darn it! The kids can sit on the couches placed far away and just *squint*. They'll be just fine.

My first student on Tuesday alerted me that the bathroom was missing soap, a hand towel and toilet paper. Hadn't I just lived through this the day before? I got the supplies needed from the 2nd bathroom.

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Interestingly, when Noelle would not provide bathroom supplies for my students the previous day, I had to go get those items myself. At that time, I noticed Veeby had placed another keyed doorknob on the Master bedroom door. Many additional scratches appeared on the door, plus several tiny little holes seemingly drilled into the door and then covered up. I snapped a picture of the door's new look and later placed it side by side with a picture of the door on the day I removed the locks. The bedroom door definitely looked more beaten up by the end of the month.

Although the court Order allowed me to continue teaching my private lessons at the marital house until I could find a new location to move in to, Veeby kept applying not so subtle pressure to hurry up and leave "her" house. She had changed the rules of our **Plan A** agreement and I was left scrambling to remedy the situation.

The lawyers kept spending our money—I mean, they kept communicating back and forth. They discussed Veeby's claim that I had not provided ANY support or money toward the marital expenses, which was false and we easily disproved.

Oldest daughter, Eliana, needed us to complete our joint tax return so she could get her college financial aid application turned in, so Carol requested Veeby's financial information.

Carol also introduced my concern about the affect of the divorce on the children and that I wanted to get them into therapy as soon as possible—to process things for themselves. Carol asked if Lawyer #2 have any thoughts about the proposed Temporary Parenting Plan? Carol had concerns about Veeby changing her life insurance beneficiary while we were still married and had minor children. Seemingly normal "separation" type issues still needed to be worked out.

I determined that when I came to teach the following week, I should try to remember to bring my own towels and soap!

Oh yeah…and toilet paper, too.

35

Smile…for the Security Camera

When I went to the house to teach the following week, yet again there was no hand towel, soap or toilet paper in the half bathroom my students needed to use. However, Veeby had raised the stakes. She also removed all the soap and hand towels from the 2nd bathroom, and from the kitchen, and even under the kitchen sink. There was nothing left for me to grab up for my students to use. The only other place that *might* have the needed supplies was the master bathroom—which was behind her locked door.

My poor student. He'd already dutifully rinsed off his hands with water and was just standing there with dripping wet hands, so I went back to the 2nd bathroom and brought him a large bath towel to dry his hands on.

The teaching space had *not* been returned to it's previous warm and inviting setting. Still no lamps, no pictures, etc. Nothing had been placed in the garage for me to pick up. It appeared that Veeby continued to control the house—for whatever dark pathological reason she needed to exert that control. To further clarify that she was Large and In Charge, Veeby added yet another little twist.

Security cameras appeared. A video surveillance system had been installed—with special "night vision" lenses—mounted both inside and outside the marital house. Why on earth…except to continue the charade of being scared for her life?

A surveillance camera was installed just inside the front door of the house. Interestingly, the placement was not aimed at the front door to catch whomever might break in. Instead, it was aimed into the teaching space. The family never hung out in the front formal living room—that had been set up as my teaching studio.

It felt like a reality show was being filmed while I taught. My students surely didn't sign up for that! It was an invasion of their privacy for sure. I didn't know if the footage was being streamed over the internet or recorded on a tape backup system. I didn't know just who

might be watching as I taught…or why. I didn't know if the system was capturing audio, or only video, or if the dumb thing was even hooked up and working. All I had were questions and Veeby surely wasn't sharing information nor communicating. Perhaps it was just a fake camera glued to the ceiling to create paranoia?

The next day, I brought some tape and some paper…and covered up the dumb thing.

While Veeby was supposedly hurting financially—and screaming to her lawyer to scream to my lawyer to scream to me—evidently there were funds available to purchase a surveillance system. Even though I continued to significantly contribute to the family's finances, Veeby was claiming she could no longer pay her bills. Yet, observing how often she took the kids out to the movies and then to a restaurant, it was hard to believe her story of hardship.

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I later learned that Noelle was helping her mom operate the newly acquired surveillance system. After I taught the first two days with the new video cameras in place, phone records showed that Noelle was on the phone with the security company for significant chunks of time, probably figuring out some of the technical issues.

My concern was for Noelle—that mom had her running surveillance to capture her father in the act of doing WHAT?…teaching? I believed this would be detrimental to Noelle's whole outlook on life. She had already been exhibiting some teenage angst prior to all this divorce drama and I was pretty sure participating in surveillance of her dad would not be good for her emotional well-being.

36

In a Million Words or Less

The separation and eventual divorce affected all three of our children as would be expected, but it seemingly affected Noelle the worst. In some ways, she experienced more of the normal rebellious teenager issues than the other two kids. She had to find her own way, and often needed to recreate the proverbial wheel from scratch. Veeby and I often hurt for her, as we watched her struggle with the normal growing up stuff. Watching our little butterfly struggle to break free of her cocoon, we often had to allow her to struggle herself in order to be strong enough on the other side to survive in the world.

When Noelle was in 10th grade, one of her teachers asked all the student's *parents* to do a little homework assignment at the beginning of the school year about their child—to give the teacher a little more understanding about the students, but from the parental perspective. Veeby completed the homework on our behalf by writing this:

> *In a million words or less, what can I say about Noelle? Noelle has always been a careful, cautious child. She is an avid reader and loves to learn. She is highly motivated. We have never had to stay on her to do homework or projects.*
>
> *When she started high school last year, her personality changed dramatically at home. She grew very withdrawn and distant from the rest of the family. Her entrance into high school coincided with her big sister leaving for college. Noelle was suddenly the oldest sibling in the house. She has a brother who is 4 years younger than her, Mark.*
>
> *I believe, according to her teachers last year, that Noelle has continued to be genial and pleasant in school with teachers and friends. At home she is going through her own individuation process and needs to pull away from us.* ***We are hopeful she will be able to re-engage with us when she is ready.*** *My hope is that she continues to love to learn and opens herself up to those experiences.*
>
> *I believe she likes your class very much. She is sensitive and kind but seems to have become much more cautious at showing that side of herself. Please let me know if you see anything out of the ordinary in her personality. We are wishing her a productive and happy school year. Thank you.*

Veeby's words accurately reflected that time period in Noelle's life and her pulling away from our family. While her teenage angst began long before the *Game of Divorce* was put into motion, the space Noelle needed to create for herself to "individuate"—would eventually be reframed as *[somehow]* my fault.

The door will always be open and
the lights will always be on
to help find your way back.
Come back, Noelle

37

Absolutely NO TALKING

I found myself enduring the longest *Silent Treatment Tango* Veeby had ever danced with me. She tried to erase me with her lack of words and hurt me with her hateful actions. While she could easily slice and dice me verbally, she was choosing to act as if I had simply *died* to her…it felt like I had become a ghost. All the while, she was *definitely* communicating—by removing my grand piano, the big screen TV and locking down the rest of my stuff. Her latest removal of towels, soap and toilet paper from the bathrooms, and not placing my stuff in the garage, was just an amplification of the *Tango* music. Yep, she was expressing herself quite clearly.

Of course, Veeby could easily rationalize her lack of verbal communication since the Restraining Order had been extended. She could play the "in fear for her life" card within the *Game of Divorce*, but it sure did make Co-Parenting our children extremely difficult. Emails I sent her—simply trying to coordinate spending time with the kids—went unanswered. For me, that was an ultimate rudeness and showed Veeby's lack of civility.

During that time, I heard about Veeby's financial hardships through Lawyer #2 communications to Carol. Continuing my "pursuit" dance moves, **I** tried to talk directly to Veeby, by asking Carol to send this letter to her on my behalf:

> *Veeby—I have received word that you are having difficulties paying some of the household bills. I would like to help.*
>
> *However, other than for the children, I am finding it difficult to find motivation to help you. While you have been my partner for 33+ years, your actions and behaviors—and how you are choosing to end our partnership—have been shameful. While you may have gotten out of our "boat" and "washed up on the beach of love," you are now throwing bombs back towards the boat. I am saddened that you feel the need to completely dismantle everything we've created. Your actions have now put into motion quite a different scenario for our children's lives.*

I honored my agreement with you and gave you half the money towards the mortgage on Feb. 1st. I also paid more than half the regular joint bills for January—even after your Restraining Order.

On the one hand, you've texted me that I no longer need to worry about your bills. On the other hand, you still need help from your partner of 33+ years. And despite how badly you've been behaving lately, I don't mind helping out with the joint household bills. You need to clarify to your lawyer that I have been helping out all along.

Your household bills due at the beginning of February include…. I am willing to contribute $700 towards February bills—considerably more than half the amount needed. I am hurting financially as well right now, but you and the children are my family. I have honored my commitment to you and paid more than 50% of the joint household needs since lasts December.

Going forward, there will be two separate houses for our kids. You and I will both have to figure out how to make our housing affordable and safe havens while our children are still growing up.

Veeby, slow…down. I am not your enemy and I pose you no potential harm. You may want to consider not buying things like laptops and security cameras. You may need to limit the movies and Chinese food for a time.

Furthermore, you need to stop lying about how much money you've made on your Financials. You know the detailed financial reports I gave you are accurate. You wrote those exact same numbers on a post-it note...long before I left the marital house to give you the "space and time you needed to heal." That is <u>your</u> handwriting.—I am not making up the numbers.

You need to stop preventing me from seeing our children. You need to stop preventing me from getting my remaining personal property from the house. By filing a Restraining Order, you've prevented me from communicating with you directly during this very difficult transitional period.

You need to stop lying that I physically assaulted you. You and I both know that I never did the things you've stated in the complaint…that was just a game you played to get me out of the house. Three police officers, nor Ryan, witnessed any physical touching between us. At no time during that event did you report to the officers that I'd touched or hurt you in anyway. You know that I have never physically hurt you in any way. And, if you have truly convinced yourself that I shoved you around and gave you bruises on the day I moved back into the house—then, you are truly mentally ill.

You need to stop playing around with our taxes. There is no reason to not file jointly. I expect we'll get a refund, plus this will negatively impact Eliana's financial aid for next year. File jointly, per normal this year, then you and I will get to file as single next year—we'll figure out deductions for the children later.

You need to agree to let me come to the house and retrieve all my music equipment and personal items still stored in the music studio space and house. You don't have to be there—have Noelle let me in and watch over the process.

You want me out of the house, so let me get my stuff, and I'll be out of the house.

You need to put back all the pictures and teaching space items. This space needs to be professional for my clients. Taking all those little items is absolutely silly.

You need to control your actions and behaviors in front of the kids. You've stated previously that you are now going to have to raise the children all by yourself. Let me reiterate—that is simply not true. You and I have Co-Parented our children for the last 20+ years and we will both continue to raise and love on them. The only change being we now have two separate households.

You need to stop throwing obstacles in the path. Let us go to mediation, finalize the details, and be DONE.

I've already returned your computer [I never turned it on] and several bags of files and folders that we kept in my file cabinets.

Your former partner, John

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Veeby *was* talking, but only with her lawyer. However, her representations to Lawyer #2 about having already moved all my belongings out to the garage—somehow never materialized. Lawyer #2 swallowed every single word Veeby fed her without question. The emails flew back and forth between the lawyers who continued to work out the details of our divorce for us. I found it interesting that although Veeby and I had previously addressed and worked out many of those topics within our **Plan A**, for some reason we were revisiting them—painfully slowly and one by one.

I supplied Carol with financial records of Veeby's income for the last dozen years of our marriage. Carol wrote and encouraged Veeby's camp to amend their recently filed Financial Affidavit—and to tell the truth about Veeby's income on their next filing. To which, Lawyer #2 basically responded, *"…bite me."*

We broached the subject of a Temporary Parenting Plan—with the hope of reaching an Agreed Order between parties, which would save court fees and attorney costs. Carol was advised quite condescendingly by Lawyer #2 that I should make arrangements for the children's care on "my" weekend—and not expect to simply *"drop them off to their mother."*

Wait…WHAT?

Blah, blah, blah…. The lawyers talking "for us" was all well intentioned, but still ineffectual and simply prolonged the process. If only Veeby would be real and be truthful—and communicate—we could get to the end of the *Game of Divorce* much more quickly.

While Veeby wanted me to leave, she wouldn't let me go.

38

Give Me Back My Stuff!

In the craziness of my moving out in December—then moving back in January, and then "*invited*" to move back out courtesy of a Restraining Order—the dividing up of all "our stuff" *never actually happened.* When I moved out that December, I left most of the furniture in the house for Veeby and the kids, and purchased just enough new furniture to furnish the small condo. The aftermath of the Restraining Order, and it's temporary extension, effectively let Veeby determine what she would "give" me since she was awarded Exclusive Use and Possession of our house. Whatever she placed in the garage, I was allowed to have.

We had two couches, we had two dining tables, we had a house full of furniture and I wasn't "allowed" to discuss the distribution of our stuff with Veeby, but had to go through the lawyers—due to her well played "Restraining Order" move within her *Game of Divorce*. I was having a difficult time getting the stuff I'd *moved back in* simply placed into the garage so I could *move it back out.*

I kept wondering *why* Veeby was being "allowed" to not return my stuff—in open defiance of the Court's Order as well as the lawyer's negotiations. That didn't make sense to me and I didn't understand. She was definitely playing games—telling her lawyer she'd already placed all my things in the garage when really, she had not. Veeby moved some things to the garage, but also moved some things back into her locked bedroom. Misled Lawyer #2 continued to write vile letters, effectively slinging mud up on the game board, which only made it difficult to see. The rules had been pretty clearly spelled out within the Court's Order, but I found myself playing with an opponent that was blatantly creating her own rules.

Frustrated right along with me, Carol then filed a MOTION TO RETRIEVE AND FOR RETURN OF PERSONAL PROPERTY and followed up with letters to Lawyer #2 confirming that I would

pick up ALL of my personal belongings from the marital house that upcoming Monday.

When I arrived to teach on Monday, FINALLY—in the garage were the majority of the items I'd left and stored in the music studio space. However, still noticeably missing were all the panels from my Sound Booth…*REALLY?* Also, no electric guitar, or bass guitar and still no black studio monitors. UNBELIEVABLE! Why wouldn't Veeby simply place *everything* in the garage and just be done? There was no explanation or communication.

There was no note saying, (1) *"Hey, I ran out of time loading all this stuff into the garage, but will have the rest out for you tomorrow."* or (2) *"Hey, sorry it's not all here, but I needed some help to move the heavy Sound Booth."* or (3) *"Hey, I smashed your guitars and sold your studio monitors."* There was just nothing but the stuff she was in the mood to give me on that particular day. No matter how many lawyer letters had crisscrossed the internet—NO ONE could make Veeby DO anything she didn't want to do. CONTROL!

I alerted Carol, and then we shared expletives regarding how Veeby's actions made us feel. I was trying to play by the rules handed down within the Court's Order. After all the frustration, I'd considered just walking into the house and taking *my* stuff—which would have been fair, but would probably have landed *me* in jail—and possibly have the Restraining Order become permanent. How was it that Veeby did not have to play by the same rules and seemingly had no consequences for her contemptuous actions? Carol and I decided it was time to move the grand piano out of the marital house, so I began making the arrangements. The next day, I took all my classical music books and teaching assets from the marital house—and the lawyer's exchanged even more mud slinging letters. Lawyer #2 barked through her written correspondence and vehemently defended her client. It was sad to watch #2 spew such vile letters, knowing Veeby had placed blinders on her attorney and was enjoying pulling her strings.

Talk about needlessly p r o l o n g i n g t h e p r o c e s s. OMG! Veeby was obviously telling #2 one semantical version, *"…[he] took all of his personal belonging from the garage yesterday…,"* but not the *full* story.
Veeby knew she had kept some of my belongings, but didn't tell her

lawyer. Veeby probably enjoyed the illusionary feeling of CONTROL in that situation. She probably enjoyed the thought of her actions costing me more money. She probably assumed I would be paying her legal fees at some point, so she wasn't concerned with the money or the waste of our time. What she had said was "she wanted a divorce"—but what she was doing was pushing away its finality. I knew Veeby well—and I knew she was merely showing her true colors—which exposed her blackened heart.

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From my point of view, the time for negotiations had drawn to a close. Through counsel, I had tried to navigate the legal system and negotiate civility with an uncivilized warrior. It was time for stealth mode. The lawyers were trying to move us towards the mediation table, but I knew Veeby wanted it ALL. She didn't want to negotiate, but rather she wanted to be punitive and keep *everything*. I just wanted to be *done* and move on.

I had been successful in finding another *[larger]* residence, so I made arrangements to have the rental piano returned and the grand piano moved to my new location. I also decided to leave all the furnishings at the marital house—to just walk away—with the exception of the furniture in the teaching space. I would only take the items I would have asked for during a mediation session, but knew she would never have "allowed" it—just because she seemingly enjoyed the fight.

The piano company and a separate moving company were scheduled to be at the marital house at the same time. Between them, they would take my grand piano and the teaching studio furniture over my new place. Since Veeby would not use the 60-inch big screen TV I'd left for her and the kids…I decided to take that, too.

My primary worry was that Veeby would continue to play games—and not place those heavy panels from my Sound Booth into the garage. It would be so much easier if the moving company could grab everything in the same trip. Less screaming to hear on the other side of this special "black operations" mission.

Carol alerted Veeby's lawyer about my moving the pianos, confirmed the date, and restated we needed the Sound Booth, also. The

Sound Booth became Veeby's weapon of choice. A tool I used in my recording studio, a tool she held hostage, a tool she wielded against me. Within her reply, Lawyer #2 *never* admitted she had been mistaken, but finally stated *"…my Client will have the Sound Booth available for his removal as well."* That drove me crazy! One day #2 screams "he got all his stuff already" and the next day simply state, "oh yeah, he can get that other thing he's been asking for all this time." I did not feel that I had been unreasonable by simply asking for what I needed—i.e., give me back my stuff!

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The stars aligned on the appointed day—both the piano and furniture movers arrived as precisely planned *[check]*—no Veeby around *[check]*—and, the Sound Booth had miraculously appeared in the garage *[double check]*. The move began—quickly and surgically. I took the leather couch from the teaching space, one of the two "marital" couches. I left her the larger orange sectional in the Family Room—it was in her favorite color and was the couch I never wanted nor liked, but she'd chosen it and it worked for her. I left both dining tables—one was a glass top which sat on a beautiful walnut pedestal. The other was a long wooden family table in the kitchen we used most of the time. I took the big screen TV—and I knew exactly how she would spin *that*—"Greedy John took the big TV and left us with a little TV set"—and, she didn't disappoint. She wouldn't use the big screen TV, but she also didn't want me to have it. That's reasonable, right?

Both Mark and a friend of mine were there during the move, to serve as witnesses if accusations were later hurled. Everything was loaded and then driven over to the new residence and unloaded. Nothing harmed, nothing fouled…a successful semi-covert venture!

Knowing that Veeby would later return to "her" house and observe the empty teaching space, sent shivers down my spine. That scene from the movie, *The Exorcist*—where the possessed girl's head slowly spun completely around—haunted my thoughts for the rest of that evening.

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The moving mission was successful and of course Lawyer #2 expressed her *displeasure* with my taking the other teaching studio items. What was I supposed to do? Veeby and her Lawyer #2 kept playing games. Veeby would play the game and inept Lawyer #2 would write a vile letter which simply regurgitated whatever Veeby fed her—amply filled with semantical half truths. It was maddening. *Of course,* she had security camera footage—and I purposefully did *not* cover up the security cameras on the day things were moved out. I wanted it documented that I did not damage any of her other furniture.

Without stating directly, Lawyer #2's letter alluded to my basically "stealing" the furniture, claiming they hadn't "authorized" whatever. It can't be stealing if it was *my* furniture. It could even be considered *our* furniture. The fact that I left 90% of the household furniture for Veeby and the children has to be factored in. Then, there was the big screen TV—which I originally left for them, for some reason she removed it—then she wouldn't hook it up for the family to use once she was Court Ordered to return it. So yeah, if she wasn't going to use it, I took it and would use it.

• • • • •

Veeby masterfully pulled the strings of her legal puppet, who gullibly absorbed Veeby's "spin" and then wrote little knife jabbing sentences like, *"My client believes that John will only act like an adult if there are consequences he needs to face."* What on earth? Our former dance steps simply rewritten on paper. If I wasn't doing *whatever* in the way Veeby thought I "should" *[god, I hate the word "should"],* then **I** was "wrong" and needed to "grow up"—or "be taught a lesson"—presumably by the more "adult" acting *[i.e., mature?]* Veeby. That little sentiment…would seemingly become her war cry going forward as Veeby sought to enlighten me as to how to act more like an adult. Evidently, to be an adult meant being mean, nasty and punitive in actions and how I represented myself within the world. *[No, thank you.]*

Veeby never returned several items—they just disappeared into the ether. Electric guitar, bass guitar, pair of black monitors, various remote controls were simply GONE…poof! I tried to "use my

words" and "ask for what I needed"…good tricks all those therapy sessions through the years had taught me to do:

> *Veeby—May I get the drawing of [a bridge] done by [artist] from the half bath? She gave that to me when I left that area. I would like to have it, please.*

And…

> *Veeby—Please look for the black studio monitors. I last saw them stacked in the master bedroom closet. Also, may I retrieve the remote control for the big screen TV? It was also in the master bedroom closet, on top of the black studio monitors.*

Veeby replied:

> *I think you have taken enough things from this house.*
> *I guess you have no shame given you are still wanting more.*
> ***Yeah…I'll keep looking.***

Veeby really didn't have to look very far. The remote control and pair of black monitors were *in her closet*.

Veeby *never* returned the TV remote—I had to buy another one.

She never returned the black studio monitors—I had to buy another pair.

She never returned the special picture.

She never returned either guitar.

Her decision to withhold items seemed immature and petty to me.

39

Moved into a House

I was fortunate. When the Judge encouraged me at the Restraining Order Hearing to find a larger place to move to, I didn't have to go on a massive realty search. One of my students became aware of the details of my current situation—knew I needed to move to a bigger place with room for the kids and the ability to teach from that location. A close family friend of theirs was looking to rent his place, and it just happened to be in my town and close to the children's schools. All the pieces fell into place.

The house just happened to be in a very exclusive section of our town—where the doctors and lawyers lived. Consideration for my financial situation was taken into account—plus a "friend of a friend" discount was applied—and a rental deal was struck.

The piano was moved in, the big screen TV was moved in, the Sound Booth and the rest of the teaching space furniture from the marital home were all delivered to the new house. I brought over my stuff from the condo a little at a time. I was hoping to provide more stability for my children and my piano students at my new location.

The three bedroom house allowed both remaining kids to have their own bedroom. The grand piano was placed in front of a large glass wall in the living room—with a gorgeous view behind which created a warm and friendly teaching space once more.

I was not only fortunate, but I was very thankful.

40

Who Does This Benefit?

Another beautiful day, traveling down *Divorce Lane* towards mediation, when out of the corner of my eye I saw another accusatory email from Lawyer #2—just right before it hit me from behind like a bumper car at a carnival. Her email contained misinformation regarding some Life Insurance policy and further claims that I'd changed the beneficiaries!

*Wait…*WHAT? Who kept filling the lawyer's head with all this stuff? *[Oh…yeah]*—I wrote Carol to disprove the allegation:

> *Carol—Per our conversation yesterday—that #2 is claiming I've changed my Life Insurance Beneficiary—again, this is NOT true. I have not changed my Will nor Life Insurance policy, and am absolutely amazed that Veeby would make such a claim to her lawyer. I'm attaching screen shots from my life insurance company's website showing TODAY's date at the bottom—clearly indicating Veeby is still the beneficiary of my life insurance policy, no address info has been changed, and the monthly amount I'm having deducted from my bank account remains the same. Again, all absolutely ridiculous.*

I eventually discovered that the policy in question was *not* my life insurance policy, but the Death and Dismemberment policy we had in place since our post-graduate years. Premiums were only paid quarterly, so that's why it wasn't on my radar. I let Carol know:

> *Carol—The policy in question—that Veeby "was unaware of until the letter came in the mail…" has been Effective since 1983 [24 years] through Trust Insurance. It is not a life insurance policy, but a "Death and Dismemberment" policy for me and the entire family. I am the Insured, not Veeby. This manilla folder has lived in our file cabinets since 1983 and we have paid the premiums through our joint account since that time as well.*
>
> *According to Trust Insurance, an invoice requesting payment was sent to me at the old PO Box, which Veeby now controls. Instead of forwarding me the invoice [which was addressed to me] for payment, she called Trust Insurance directly to find out information about this policy. Trust Insurance has confirmed to me that they would not discuss this policy at all with anyone else except either her or myself. I have not contacted Trust Insurance recently and my phone records will bear this out.*

Lawyer #2's wording in her letter implies that Veeby was not aware of the policy until the Change of Beneficiary form arrived—implying that I'm trying to change my beneficiary on this policy. Lawyer #2's words are misleading and inaccurate.

Veeby received the invoice, then SHE called them to request a copy of the policy and the change of beneficiary form. This is documented within Trust Insurance's phone records and was read to me from the notes of that conversation. Veeby may not have remembered or been aware of the policy until the invoice came, but it's not correct to infer she didn't know about it until the Change of Beneficiary form arrived. It's inaccurate and misleading to word it that way.

The policy has now lapsed [since I was not given the invoice], but I have made arrangements to pay it today and keep it in effect. Currently, there is NO BENEFICIARY listed on this policy. If something happened to me, any payments would automatically still go to Veeby.

Additionally, if she were to try to make a change or create an actual Beneficiary, I would have to sign the form to make it active. I have not filed any forms, changed or created any Beneficiary to this policy.

Lawyer #2 usually wrote her questions as statements using accusatory overtones. Why not phrase it, *"We have some questions about a change of beneficiary on a certain policy?"* The whole style of Lawyer #2 seemed to be: Use inflammatory wording to make wild accusations, and *then* figure out the facts and details—if needed.

In the end, no Beneficiary had been changed…at all. The only person changing their Will and changing their Life Insurance beneficiary was Veeby. The rest of the allegations were just more accusations to muddy the legal waters.

SMOKE & MIRRORS

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I Got to Be Dad Again

I had been able to spend time with the kids—*at least Mark*—the weekend after the Hearing. During the following weeks, my ability to hang out with the children was thwarted as often as possible by Veeby. It was a very happy Wednesday when I received an email from Kelley that the Judge had finally signed some "time-sharing" form:

We received the Order today for the time-sharing.
When do you want to start your time-sharing?

Like *immediately*, please.

The "time-sharing" form really turned out to be an AGREED ORDER ON TEMPORARY PARENTING PLAN which outlined "who" got the children on which days of the week and how to split some upcoming holidays and the children's birthdays. It further gave Veeby *"exclusive use and possession of the Marital Home"* except when I was entitled to teach there on Mondays and Tuesdays.

The AGREED ORDER further outlined how the kids would be with dad on Mondays and Tuesdays, then they would be with mom on Wednesdays and Thursdays, and the weekends were to be alternated. This was the court approved model that allowed for there to be 50/50 time-sharing with the children. Thus, we began a new court mandated routine began in our lives.

Carol let Veeby's camp know that I would begin my time-sharing that upcoming weekend, since I'd had no time with the kids for awhile.

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Our children had endured their own turmoils up to that point—with Mom and Dad separating and then all the craziness that followed. While I was hopeful to renew a better relationship with Noelle, I was realistically doubtful she would come over to my new place. I needed to ponder that situation a little more to know how to respond. Mark also expressed concern about beginning the new time-sharing schedule. He didn't want to spend that first weekend with me—it was a

change for all of us, for sure. Also, how exactly would I be able to pick up their clothes and stuff at the marital house since I had that darn Restraining Order still in place? The kids would need enough stuff to get them through the upcoming weekend and into the following Wednesday school. I was hoping for a little grace as the new living situation was figured out.

I never realized just how much I had come to accept and enjoy the role of "Dad"—until it was taken away from me through a Restraining Order—and that really hurt.

On Friday, I got to pick up Mark a little early from school, like it was no big deal. I took the newly signed Temporary Parenting Plan to the school office and let them make a copy to keep for their records. He and I then drove over to the new house I was renting. As we entered the security guarded front gate, he said, *"We're going to live here?"* He knew it was a very exclusive neighborhood.

Since I hadn't moved in yet, I showed him the outside of the house. We walked around and looked in the windows…hoping to actually "get in" the very next day. Then, we leaned against the car for awhile and I told him this would be where we'd live for a couple of years. I told him it was not supposed to be a punishment to "spend time with Dad." I explained the recently revealed time-sharing schedule and that it would become our new "normal." NO, it was NOT the way mom and dad had originally told he and his sisters how it was going to be. All of the **Plan A** routine we'd explained—had changed.

Veeby called Mark while we were driving around the new neighborhood. She gave us "permission" to go to "her house" to get his things—*[thank you, Queen]*. On the drive over, I reminded him to get enough clothes and things to last until he went to school the following Wednesday. He said mom had told him he would only be staying over the weekend. I showed him what the AGREED ORDER indicated regarding the new schedule, and how *that* would become our new schedule going forward. Again, Mark asked about the two days here, two day there schedule—and WHY was it that way? I told him that's the way it was told to me by the Judge.

He needed a new frame to understand the recent changes in his life. I told him his childhood story would simply become, *"My mom*

and dad divorced when I was 11," but that didn't mean his life was going to be ruined at all. We all just had a new schedule, and we'd survive together. In truth, he and I had an opportunity to create a new relationship between us. We would make lemonade out of life's lemons. I believe he heard me and understood.

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I was being told by the courts how *my* life would look going forward, as well. I went from being around my children all the time to being told I got to "have them" on a weird rotation, that it was fair, and I should be *happy* about it. Evidently, this time-sharing plan was the new and improved model. The Judge had informed us that the children used to be assigned to one parent as their Primary caregiver and the other parent *[usually the father]* would only get to see the kids every other weekend…WOW! The time-sharing schedule I was handed already tore me up inside. I didn't know how I would have dealt with the older model of only seeing my children every other weekend.

When we arrived at the marital house, Mark went inside for over 15 minutes to collect his things. Noelle finally came out with him, carrying her brother's computer monitor and Mark had placed his other stuff in a rolling backpack. I told Noelle, *"Hello"* and that I would come back the next day to pick her up. Mark was cute—before leaving he asked, *"Should I bring my swimming suit?"* I said, *"Sure… that way we'll have options."*

We left Veeby's place and headed to the grocery store. It was just normal routine stuff, but very important for he and I to establish *our* new normal. He mentioned he wanted to get back to the condo *[our last night there]* and get his computer all hooked up before he was scheduled to meet some friends online to play a game.

Later, we walked across the street to the local cinema and watched a movie, then came back home to cook a frozen pizza and some cookies. Unfortunately, the internet service was not working at the condo that evening, so he was bummed, and started getting tired. He decided he didn't want any pizza after all, and we even nixed the cookies. Mark said he was tired and went to bed early—on a Friday evening!

Being Dad, I knew Mark was a little overwhelmed with all the changes. Hearing one thing from me and probably hearing something different from mom—must have been confusing.

Through counsel, I had been trying to arrange for some therapy for both kids, but Veeby and Lawyer #2 were not being helpful… they preferred throwing down obstacles.

42

Oh No You Don't!

I was concerned for Noelle and Mark—and the emotional trauma the separation, turned divorce, then Restraining Order events had caused—and how the kids were understanding and processing it all. I hadn't been around them much—too many obstacles had been thrown in front of me to slow me down, courtesy of Veeby. I wanted to arrange some therapy for them, so they could process everything in an age appropriate way. Carol wrote a letter for me and at first, Veeby sounded agreeable, provided I pay for everything, *of course.*

I lined up a therapist to see the kids. I could take Mark and made an initial appointment. I believed it would be best for Noelle if her mom took her—they could arrange a time that worked for them. I forwarded the therapist information over to Veeby through counsel. My insurance would pay for at least eight visits per person, so excellent! I made some therapist inquiries and lined up a session…only to immediate receive the first ***"Oh No You Don't"*** letter from Veeby's camp. Evidently, I hadn't done *something* the "right" way.

In my experience, Veeby was often not attentive to the details—the following being just one example. I made Mark's initial appointment on a Monday at noon. Since I only "had" Mark on Mondays and Tuesdays per the new Temporary Parenting Plan—and I began teaching immediately after school on those days—I was trying to take care of Mark and make it work given his school schedule and my work schedule. Mark would have been taken out of school during his lunch, seen the therapist between 12-1 pm, then back to school by 1:15 pm approximately. His math class only began at 1:34 pm. I was trying to make lemonade with the time frame I had been given. I reached out to the school counselor to confirm, then let Carol know:

> *Carol—I spoke with the 6th grade guidance counselor at Mark's school this morning. He gave me more information regarding the "Rotator Schedule" used by the school. They use a schedule which daily "drops" one class period, which alternates. This coming Monday, will be a "drop 6" date, so he will miss his history class. His math class will be at the normal time. However,*

the normal time for classes is different than the Bell Schedule provided to us by Lawyer #2. Plus, his math class is not until later in the day. He will not miss it by keeping the noon therapist appointment.

Mark has his math class during 5th period which begins at 1:34 pm. The therapist appointment is at 12 pm. He will be brought back to school after his therapist session to attend the rest of his school day and classes per normal.

Given that I only have Mark available to me on Mondays and Tuesdays, he gets out of school at 3:30, and I begin my teaching AT 3:00 pm, there is no way for me to get him to any other appointment times on the days I have him. This therapist does not have Friday or weekend hours.

The appointment for Mark's initial therapy session will remain as scheduled...this coming Monday at noon.

P.S.—Veeby read the bell schedule wrong. On the faxed over Bell Schedules that #2 sent, it lists correctly the ***regular*** *schedule on the left of the page. IF a school day needed to have ALL seven periods happen on a given day, they would use the middle "All Periods Schedule" which Veeby has incorrectly starred. THAT schedule would have his math class beginning at 1 pm, but this is incorrect for a regular school day. Mark's regular math class time is fifth period...held at 1:34 pm.*

I went ahead and called the therapist to see if he had any other options. He was willing to alter his schedule and meet Mark at 9:30 on Monday morning instead. That was great! That would allow him to go to school per normal, steer clear of his math class and I would just pick him up for the earlier appointment time. I went ahead and changed the appointment to 9:30 am. No harm, no foul…math class conflict avoided…whew!

Oh No You Don't!—again? Yep, Veeby wrote Lawyer #2:

Subject: Mark missing school to attend therapy

Mark's school counselor called me today to let me know that John called him today to argue that he needs to take Mark out of school on Monday at noon to a therapist appointment. The school counselor informed me that he advised John against this because standardized testing preparation is starting and Mark needs to be in all his classes. As I explained to you, Mark has all advanced classes and is not doing as well as he has in the past. As I told you, I have no problem with Mark or Noelle going to therapy, just as long as they do not have to miss school. It serves Mark nothing to miss school at a critical time of the academic year; this is certainly not in HIS best interest. John needs to find a therapist that will accommodate the children's schedules with

late afternoon, evening or weekend hours. The therapist may be a great therapist but he certainly is not the only therapist available to work with Mark or Noelle.

As a parent who is looking out for the interests of the children, this concerns me greatly that John would insist that this appointment time will remain when clearly it is not in Mark's best interest as I and the counselor at the school have stressed. I do not believe John's schedule needs to be considered in scheduling the appointment for Mark, but Mark's best interests need to be served. The school counselor has already informed John that Mark should not miss ANY of his classes at this time, no matter what rotator schedule of classes he misses. Since his lunch is from 11:00–11:30 am, he will be missing more than one class going to an appointment at noon.

The fact that John is not considering what is best for Mark, goes to my point that John acts unilaterally in serving only his interests. I believe it is imperative to bring this before the Judge and request a hearing to address how John's behaviors are in detriment to our children. The fact that we are having to incur added time and money to defend the children when obviously what needs to be done is a simple change to a therapist that can accommodate their needs, should be costs that John should pay. Thank you for your attention to this matter.

I couldn't win for trying. My intention of simply trying to care for our kids through therapy was reframed as "making unilateral decisions that are detrimental." *Of course* my schedule had to be considered—I only got to care for Mark on Mondays and Tuesdays—it wasn't my being thoughtless or self-centered. This was about Veeby's need for CONTROL. This was about throwing down obstacles. This was about playing the *Game of Divorce*, but at the expense of our kids.

SMOKE & MIRRORS

When **I** spoke with the school counselor, he mentioned the preparations for standardized testing. I explained to him that our family was in crisis and that Mark had always done well on those type tests *[he and his brothers were all in the Gifted programs, says the proud dad]*. I reassured him that I would take Mark out for the therapy appointment and then bring him back to school. What concerned me more was that *[supposedly]* the school counselor had called Veeby to "alert" her? Further, why did we have to get Veeby's "permission" or "approval" to get some much needed therapy for our son?

At the advice of counsel—because of all the commotion the thread created—I canceled the appointment with that therapist. I considered it backing down, which I had always done, since Veeby screamed louder than me. I considered her screaming behavior very rude—which prevented me from screaming back. Lawyer #2 sent Carol an additional "nasty gram" that we needed to get a different appointment time that wasn't during school hours. It appeared Veeby had hired a megaphone to scream for her.

The point, of course, was HOW DARE I try to get therapy for the children—without getting *her* permission! She was their "mother" and was the only person able to care for them properly. *What was I thinking?*

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Eventually, I found a different therapist for the kids—one who had weekend appointments. I wrote Veeby to ask for her *blessing*:

> *Veeby—Please check out the practice of [therapist], to see if they meet with your approval. They offer Friday and Saturday appointments. How would it work best in your schedule to take the children to sessions? I am willing to take both kids as needed.*

A whole month went by with *no reply* from Veeby. I was frustrated by her lack of communication…so, I wrote her again:

> *Veeby—Having written you previously…and without having received any reply or communication, I have set up an appointment for Mark. Since Noelle is withholding communication, it is probably best if you would set up appointments for her. Therapist contact info below.*

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Eventually, I just booked a therapist appointment for Mark. After several weeks, I was disappointed to learn that Veeby had not provided the therapy option for Noelle. I asked Carol to reach out to Lawyer #2 to get that ball rolling. Lawyer #2 replied that her client could not afford the $70 for the therapist that I lined up. Surprisingly, Veeby followed up with a text message:

> *John—The therapist you chose wants $70 a session. Unless you want to pay for it, I am taking Noelle to a less expensive therapist.*

I chuckled when I received that text…Veeby charged her financial clients *much* more than *that* for her expertise! I responded that I didn't think that was the correct amount—I would check on it and get back to her.

I called the therapist's office and spoke to the receptionist, Renee. She said she was still reeling from her conversation with Veeby—claiming, *"Veeby just wasn't listening to me."* It was sadly humorous to hear how upset she was having just spoken with Veeby. I calmed her down, told Renee I would pay the co-payments for Noelle's therapy. It was only $70 for the initial visit and then the cost reduced for additional visits. I texted Veeby:

> *Veeby—Please call Renee back at the therapist's office to arrange an appointment time for Noelle. I will take care of the co-payments.*

Veeby *never replied back*. She eventually took Noelle to *one* therapy session—which ended up costing her nothing—and she never took Noelle again.

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Swerve

I wouldn't have ever believed it possible—until it happened to me.

No one would ever believe me—because it sounded too strange.

Then, however, it happened again—and I felt validated.

Swerve 1

The behaviors of my soon to be Ex-wife were becoming more *"interesting"* with each passing day. After the Restraining Order Hearing—while Veeby was still acting "in fear for her life"—we had a chance run in. Well, almost a run in.

It was on one of those days that the Judge had "awarded" me access to the marital house to teach my students. Veeby was late in vacating the premises, for whatever reason. As I drove up our street toward the house, I saw her car back out of the driveway and then accelerate towards me. She suddenly swerved into my lane—as if playing "chicken"—and then went right back over into her side of the street as she passed me. *It was freaky.*

I told Carol. We had a discussion regarding the viability of a psychological evaluation request. She then wrote a letter to Lawyer #2 to address Veeby's outrageous behavior.

Swerve 2

Oops, she did it again.

Perry and Phil—two of our neighbors—were talking outside on Phil's lawn. Perry was walking his dog, had stopped for a chat with Phil and were standing next to the curb. Evidently, Veeby zoomed out of her driveway, gunned the car and drove very close to them on the left side of the street. Seemingly to scare them? *She succeeded*. Phil asked why she was in such a hurry? Perry tried to smooth over the event for the older neighbor by suggesting Veeby was just trying to scare his dog.

Apparently, there was no better way to continue good relations with the neighbors than to swerve her car towards them—and then race angrily away.

Completely understandable behavior, really. The mere possibility of the neighbors testifying at a Psychological Evaluation seemed like a perfectly good reason to run them over.

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Taxes 2007

Our oldest daughter, Eliana, was in college and we needed to complete the Financial Aid forms online for her…to begin the whole financial aid process for the coming school year. A completed tax return was required, so by the beginning of the new year, Veeby and I had each already gathered our financial documents.

However, Veeby would not provide her information so I could complete our tax return. Instead, she was advised and decided to file a separate return. She began creating her tax return in mid-January, unbeknownst to me. She simply wouldn't communicate or share information in this area. I went ahead and filled in all the financial information I could on our joint tax return. I would be ready to simply input her amounts when she gave them to me.

When I took her computer for leverage, there were two yellow "post-it" notes attached to the monitor—on which she had written her *actual income* for the previous year. THOSE came home with me! 10 days later, Veeby wrote her Lawyer #1 and claimed she made 1/3 the amount she'd written on the yellow post-it notes. She eventually filed her Financial Affidavit with the court claiming the same 1/3 amount as her income.

Veeby hired a family friend and CPA advisor to complete and file her taxes. *[I think it would have been a wiser decision for the old owl to decline getting involved at all.]* However, he filed her return claiming "head of household," took all three children as deductions, took the entire *[my]* home office deduction and wrote off *all* the mortgage interest *[that I paid]*. There was no equitable division of deductions. Veeby had him file the tax return without informing me or my counsel—even though we had been asking for information through a mountain of letters.

With the eerie feeling that she was about to file, I contacted the CPA friend. He confirmed Veeby had hired him and he'd already filed her return. Then, he said he was prohibited from giving out any

further information. He recommended I file a return, claim whatever deductions I thought I could, and simply wait for the IRS to reject my return. That process would then inform me which deductions Veeby had taken on her return, and I could then refile. Great.

Since I had pretty much already prepared "our" return, I changed the "joint" return to a "head of household" return, claimed all our normal deductions and electronically filed the return that evening.

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The kicker? *My return was accepted* by the IRS and Veeby's was rejected. Apparently, the CPA friend snail mailed a copy. I don't know. Boy, I didn't see that coming! I received a huge and unplanned refund—which went straight towards my legal fees. I'm pretty sure Veeby didn't receive any refund that year. I truly hope she didn't have to pay.

I had a feeling that it would eventually be spun that I had "done" this terrible thing with the taxes—had purposefully set out to hurt Veeby. Nothing could be further from the truth. I tried to communicate, but Veeby would have none of it.

The day Veeby found out her tax return had been rejected—I felt the sweetest positive energy being sent my way from the marital house.

45

Mediation Madness

At the beginning of our divorce journey, I was unaware that a divorcing couple typically went through something called "mediation" before a Judge would officially pronounce them divorced. There were issues that our state required to be worked out between "the parties"—like Child Support, Alimony, Parenting Plan, etc.—before a divorce could be finalized. The goal of negotiations was to arrive at a "Mediated Settlement Agreement," also known as "MSA." While Veeby and I had done our best on our own—arriving at **Plan A**—we quickly realized only the professional *Game of Divorce* players knew the official rules…the lawyers. She and I simply didn't know what all we didn't know.

A date for mediation was set up with some different lawyer, who would "mediate" the event. In the preceding weeks, Carol and Lawyer #2 exchanged emails and information in preparation. Everything needed to be fairly and equitably divided between the parties.

Since Veeby was still "in character"—i.e., *still in fear for her life*—she and Lawyer #2 were kept in a separate room away from Carol and myself—and the mediator ran back and forth. We began the negotiation process with a template and tweaked it as needed. After six (6) hours of negotiations, another two (2) hours to print, tweak and reprint the final version, Veeby and I placed our initials on each and every page, it was notarized and we had our MEDIATED SETTLEMENT AGREEMENT. Voilà!

Some of the topics our MSA discussed with microscopic detail were: Shared Parental Responsibility; Parenting Plan; Entitlement to Information, Participation, Love and Affection of Minor Children; Time Sharing; Therapy for the Children; Equitable Distribution of Assets and Liabilities; Impairment of Credit; Alimony; Child Support; Non-Covered Medical Expenses; Extra-Curricular Activities; Life Insurance; Health Insurance; Income Tax Exemptions for Children; Attorney's Fees, etc. ad nauseam.

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I offer a few additional clarifications and observations:

Within the section called THERAPY FOR THE CHILDREN, Veeby and Lawyer #2 specifically put in the last sentence, *"Therapy sessions shall not be scheduled during a time when the children are in school."* This was due to my previous attempts to get Mark some therapy. By omission, the children *could see* medical doctors or have lab work done during school hours, which Veeby did…but NO THERAPY!

The EQUITABLE DISTRIBUTION OF ASSETS section expressed the *intent* of an equitable division of assets, but let it be clearly understood—there was NO division of assets. Because of the Restraining Order situation, a rational conversation between Veeby and myself was not possible. *We never divided up our stuff. Veeby simply threw away anything of mine she didn't want.* I initially moved out under an "amicable" **Plan A** agreement, but then everything went sideways. I needed to sign off on the MSA in order to simply move on, but it was definitely a compromise on my part.

There was a quaint little section called AGREEMENT MADE IN RELIANCE ON PARTIES' DISCLOSURE in which we acknowledged that all the MSA's financial provisions relied upon the accuracy and truthfulness of the other party's disclosure of their respective financial condition. I was extremely aware that there was *no accuracy or truthfulness* in Veeby's disclosure of her financial condition. Her financial disclosures were *verifiably untrue*. However, I needed to move on—so I signed the dumb MSA.

Lastly, we verified that we freely and voluntarily entered into the agreement, it was a full settlement and contained our entire agreement. Sure—keep reading—we'll see how that all ended up in a little bit.

Most importantly, Veeby *really, really, really, really* wanted the marital house *[four of a kind!]*—but she *really, really, really, really* didn't have enough income to pay the mortgage. I had always paid the mortgage on our behalf. I believed she was under a delusion that somehow I would continue to pay for the house. That was due in part to original 55/45 split under **Plan A**. However, I believed she was not connecting all the new little dotted i's and crossed t's. Her earlier "playing the system" to her advantage had turned into the *Game of Divorce* due to

Veeby's *Divorce* and *Restraining Order* moves. No longer would I be able to skimp by in a small condo and substantially help her and the children stay in the marital house. Within the new paradigm, I believed it would have been financially better for her to sell the marital house —thus, reducing her expenses—and then move into a smaller place. I tried to tell her, but she was no longer listening to anything I had to say.

By acquiring the marital house, she also took over the 2nd mortgage payments—our Home Equity Line of Credit *[HELOC]*. I didn't think she would have enough money to go around for all her bills, but I also remembered her previous text: *"You don't need to worry about my bills."*—so, I let it go.

Something called a QDRO *[Qwa-dro]* was mentioned—a Qualified Domestic Relations Order—and was included in the MSA, to deal with my measly retirement funds.

The ALIMONY section had already been addressed within our original **Plan A** agreement. While she would have liked to have received one million dollars every month as Alimony, it wasn't gonna happen. You can't get water from a stone. However, I did pay *more* than was required in Child Support. I was trying to help her out monthly and be a nice guy—true. *[A lot of good that did.]*

Within the CHILD SUPPORT section, the state provided standardized charts to follow based on the couple's financial information. I didn't want Veeby to be hurting financially and would do what I could to help out towards that goal. At the same time, Veeby wasn't playing fairly. Veeby had changed her income amounts hoping to show a wider disparity between our incomes—to show more "need" for me to supplement her with monthly Child Support. However, the mediator saw through Veeby's ploy and imputed income to her during the mediation process.

If Veeby were playing fairly—i.e., using her *actual* income values—my Child Support amount would have been negligible. Again, trying to be helpful at the time, I accepted a Child Support amount that was much more than what the state chart listed I should pay monthly *[when using her **actual** income]*. As an additional help to my former partner, I agreed to no reduction in that amount once Noelle left home and only Mark remained—and until Mark graduated from

high school. If I only knew *then* how things were about to unfold, I would not have made that gracious financial decision in her favor.

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The very next day after mediation was Noelle's birthday. Within the following email exchange, I received a little ray of hope in what had been an otherwise bleak winter:

> *Veeby—I would like very much to see our daughter, Noelle, tomorrow for her birthday—just for a few moments, even though the extension of the Restraining Order is in place until this coming Sunday. Would you please allow me to come see her at your home [briefly] on my way to work...after 6 pm?*

She replied:

> *John—Mark and I will be making a cake for Noelle tomorrow afternoon. I have spoken to Noelle that you will swing by to see her around 6 pm.*

Perhaps the snow was melting? Perhaps we would be able to Spring forward and develop a healthy working relationship—for the children?

46

That's Not My Handwriting



[Little girl trying to look innocent after getting caught stealing cookies from the cookie jar.]

The silliest thing happened during our mediation. In an attempt to better her position and hopefully get more money, Veeby had decided to under-report her income. This was verifiably true and she knew it at the time. Carol and I clearly alerted Lawyer #2 as to Veeby's actions, and suggested they correct Veeby's official Financial Affidavit filed with the court. But like an ostrich that sticks its head in the sand and hopes no one sees, they chose to not listen to our helpful suggestion.

This point came up during mediation, and I'm pretty sure I placed the subject on the table for discussion. Yet, Veeby would not admit she'd altered her income. I then produced a printed *detailed* report of Veeby's income for the past three (3) years and gave it to the mediator. Of course, Veeby suggested I had manufactured the report—made it all up. The report showed in precise detail the payments from various companies, direct payments from clients, whether she'd received a check or cash from the client, etc. Veeby denied that

she received *any* direct payments from clients, claiming she only received money from the various companies. Well, that was a red flag for the mediator—who was familiar with that industry and knew that Financial Analysts usually accepted direct payments from clients—that was how that industry worked. Veeby's credibility with the mediator was shrinking. Veeby's tried to wiggle out of the situation, but seemed to only tighten the noose.

Then, I produced those two yellow "post-it" notes—on which Veeby had written her *actual* income from the previous year. After showing the two yellow "post-it" notes to the party in the other room, the mediator came back and relayed that Veeby had said, ***"That's not my handwriting."***

I couldn't believe it. I laughed out loud. I was dumbfounded. *Of course it was her handwriting.* However, we instantly became detectives, one and all. Carol, the mediator and myself pouring over a multitude of Veeby's handwritten cards and letters I'd brought with me—*[Hey, I had good foresight]*—comparing the handwriting to the little yellow notes. We compared against Veeby's handwritten Restraining Order statement. We compared against Veeby's handwritten Financial Affidavit Worksheet. The mediator actually had Veeby write something on a piece of paper right then, so we could compare. Of course, they were all the same.

The mediator was smart—she knew what was going on. In a situation like that, income gets added or "imputed" to the party, which is what the mediator did with Veeby. Even so, after mediation I researched handwriting experts—in case we needed to disprove her denial claims in the future. However, my knowing Veeby for so long, I could just as easily "testify" as to her handwriting, if needed.

To end that mediation session, Veeby and I had to initial each page of the Mediated Settlement Agreement. How funny to then see her initials—on every page—that matched the writing on the yellow "post-it" notes.

It seemed that slinging mud *could* cover up the truth. However, after cleaning the mud away, the truth was still there—shining just a little brighter from the cleaning process.

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Immediate Bump in the Road

Immediately after mediation, everything was great and driving down the freshly paved divorce road went quite smoothly—for exactly four (4) days. Then I received an email from Veeby that would foreshadow all interactions going forward:

> *John—As per you and your lawyer's time-sharing, Mark will be home with me this Monday overnight since it is a school holiday and falls on my weekend.*

*Wait…*WHAT? I quickly came to understand that no specific Parenting Plan had been created. We'd simply incorporated the Temporary Parenting Plan as our time-sharing schedule within the MSA, which stated:

"…time-sharing of the minor children shall be as follows: John shall have the children on Mondays and Tuesday overnight and bring the children to school on Wednesday mornings. Veeby shall have the children Wednesdays and Thursdays overnight and bring the children to school on Friday mornings. The parties shall alternate weekends from Friday after school until Monday morning return to school. If there is no school on a Monday or Friday, that day attaches to the weekend time-sharing for the parent having that weekend."

This was the very first bump in the road and needed to be clarified as it would become precedent setting. Veeby seemed to consider the upcoming Monday as if it were a "*school holiday."* Monday wasn't a holiday like Labor Day or Memorial Day. Monday was simply the beginning of Spring Break and our Parenting Plan did not designate time-sharing during all the various holidays and school breaks. Our MSA simply stated Veeby and I would *"alternate all major holidays amicably and reasonably."* WHAT? *[I really should have read all that fine print.]* Accepting the MSA with vague language and non-specific division of holiday and vacation time-sharing, would become a nightmare to clarify. From my perspective, I no longer believed that the words

"amicable" and "reasonable"—or "logical" and "rational"—could ever be used in a sentence pertaining to Veeby.

The Parenting Plan that the Judge signed after the Restraining Order Hearing was always meant to be a *temporary* document—that's why it wasn't too specific. To have attached it as our permanent Parenting Plan was simply an oversight by both parties. At mediation, we were more focused on Veeby's under-reported income and the ramifications of that regarding Child Support. I would later learn that we *should have* created a very specific Parenting Plan—one that would have addressed every special date and included very specific pick up and drop off times for the children. I didn't know what I didn't know. I hadn't lived through divorce before.

The pressing issue at that moment boiled down to semantics *again* —rather than intent. I interpreted *"if there is no school on a Monday or Friday"* as intended for an observed holiday on a Monday. Veeby interpreted *"no school"* as *no school*. However, that wasn't as simple as it would appear. Reasonably, *"…no school on a Monday…"* was not intended to apply to Spring Break or Winter Break or even Summer Break. There would be many "*no school*" days—on all Mondays during the summer. Would the same argument be made then? The temporary nature of that Parenting Plan wrecked such havoc.

Seemingly, if Veeby had the kids on a Monday holiday or "no school" day, she then planned on "keeping them" the entire Monday, including overnight into Tuesday. That would mean I wouldn't see them until after school on Tuesday—when I usually worked. Then they would hit the bed, wake up, go to school on Wednesday, then go BACK to her place for two more days before I would see them again —after school on Friday. I would definitely get the short end of that stick!

Our children typically slept quite late *[noon-ish]* on non-school days. If Veeby were to play fairly, perhaps the kids could sleep late per normal on the Monday in question, then come over to my place around the time they would normally arrive home after school. That would allow us to split the day. Instead, Veeby wanted to keep them the entire day and include an overnight stay—as an extra day for her —which short changed me.

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At face value, it would be logical that the opposite Friday scenario would balance it all out, but in actuality it would not. If there were ever a holiday or non-school day on a Friday—say, going into "my" weekend—the kids would already be over at mom's on Thursday night. Instead of waking them up early on a Friday morning and dragging them over to my place, I would let them sleep late per normal. By the time they'd get up, eat breakfast and clean up to be picked up, it would be close to the normal after school pick up time. So, I wouldn't "get them" for the extra full day on a Friday like Veeby would "get them" on a Monday non-school day. Petty? Walk in my shoes.

That wasn't a silly issue to me. Since the pressing issue was the very beginning of my understanding of exactly how the whole time-sharing concept worked, it was a huge deal. In that scenario, I wasn't willing to only see the kids for six (6) hours—after school Tuesday until bedtime—during a nine (9) day time period. It seemed unfair… and needed to be further clarified.

I emailed Veeby several times, but she would not reply. Seemingly, she had already made her "decree"…so why was I still talking? I proposed splitting that week of Spring Break…which was reasonable, amicable and flexible…but the suggestion was met with pure SILENCE. Only after enduring several more emails from her former partner, did she "grant" a singular reply email—which exposed her "bring it on" attitude:

> *John—I would welcome a hearing in front of the Judge to "clarify" our differing interpretations of "holiday" or "no school" and what that means regarding time sharing agreement. Until then, Mark has no school on Monday and will attach to my weekend.*

Seemingly, she felt Large and In Charge. So, the lawyers got involved. Lawyer #2 was initially dismissive and wanted to leave the issue to be mediated after an Uncontested Final Hearing. However, it *was* "contested." I needed the issue clarified as soon as possible, not months later in another costly mediation session. Carol intervened with Lawyer #2 and asked if their ridiculous interpretation would indeed include every Monday there was "no school" during the winter and spring and summer breaks? However, Veeby's camp would simply *not* discuss the matter any further. So, I asked Carol to file a

MOTION FOR CLARIFICATION AND FOR MORE DEFINITIVE PARENTING PLAN to clarify the measly Temporary Parenting Plan. It seemed the old adage "good fences makes good neighbors" might be especially true in our case.

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We tried to remedy the issue out of court between parties—by sending Veeby our suggested clarified Parenting Plan. If only Veeby would read and discuss the darn thing, we could incorporate a better Parenting Plan and proceed to end the *Game of Divorce*. Of course, Lawyer #2 did not want to address my Parenting Plan concerns. She wanted to schedule a Final Hearing and be done. Carol told her we wouldn't agree to a Final Hearing until the Parenting Plan issues had been addressed. Lawyer #2 filed their RESPONSE TO [John's] MOTION FOR CLARIFICATION AND FOR MORE DEFINITIVE PARENTING PLAN claiming we should just try to work things out through mediation. Yeah, like that had worked out so well the last time.

SMOKE & MIRRORS

I just couldn't understand the resistance from Veeby's camp to simply discuss a more detailed Parenting Plan. The Temporary Parenting Plan adopted within our MSA was so minimally worded and didn't address most of the normal "who does what and when" that a regular Parenting Plan normally laid out. What was the harm in at least a discussion? While Carol represented our thoughts to Lawyer #2 to no avail, Lawyer #2 went ahead and stubbornly set a hearing date on their motion for an Uncontested Final Hearing.

Then, in the world of Court, I won. We had a preliminary hearing before the Judge to explain my concerns regarding the minimally worded Parenting Plan and the need for further clarification. He agreed, but *deferred* the Final Hearing until Veeby and Lawyer #2 sat down with us again at the mediation table. Of course, Veeby's camp could have simply talked to us and we could have come up with an Agreed Order. That's what we'd been trying to accomplish.

THIS CAUSE was considered by the Court on the following Motion(s): John's Motion for Clarification and for More Definitive Parenting Plan

THE COURT having considered the grounds for the Motion, taken testimony, heard argument and considered the applicable law, it is FOUND, ORDERED AND ADJUDGED as follows:

***DEFERRED**. The parties are Ordered to go to mediation before setting down their Final Hearing. [Ordered to Mediation]*

DONE AND ORDERED…the Judge

Mediation was arranged for two months later. Veeby was hoping to change her name at a Final Hearing the following Monday, but since she'd refused to discuss the issues with us…*at all*…she'd have to wait a couple more months. It seemed she would keep my last name a little while longer.

I invited her to talk one more time:

> *Veeby—I am still open to having a dialogue about clarifying the time-sharing issues. If you are willing to talk, perhaps mediation can be avoided and there would be no additional costs for you. Additionally, once this all gets worked out, a Final Hearing could be arranged much earlier.*

She never responded. Oh well, you can lead a horse to water….

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Wrote Her Parents

I consider myself a stand-up guy. I have no problem standing up to injustices—or getting in front of any messes that include me.

Within the Restraining Order paperwork, there was specific mention that I could not contact my in-laws, who lived just 10 minutes away. Four days after the Restraining Order expired, I contacted them. Having known them for more than 30 years, I felt the need to tell my side of the story that included their daughter, my soon to be ex-wife. I cared what they thought and how they viewed me. I didn't want them to think I had assaulted Veeby and needed to set the record straight. I wrote them a long letter *[abridged version below]*—reassuring them that I had not physically harmed Veeby.

Dear [in-laws]:

I apologize for not accepting your phone call several weeks ago. I have not been allowed to contact you until now. You were associated with a Restraining Order placed against me that only expired last Sunday. I have wanted to speak with you many times to express my concern for Veeby and what she is going through.

At my last knowledge of her relationship with you both, she had cut ties with you [again]…this is why I escorted you out of the driveway many months ago...at her request and while she watched from the bedroom window. My hope is that she's reached out to you both during this turbulent time, seeking some healing in your relationship and some emotional support from you. I really hope you have been able to be there for her.

As you know, Veeby and I have had our share of ups and downs. I have made decisions in the past that have hurt her...and she has hurt me as well through our time together. I have apologized to you folks for my previous hurts against your daughter. I have gone through much therapy with Veeby in our years together.

Veeby and I have grown up together. We have many good memories and lived through many happy times. We have brought three wonderful children into the world...and have loved them fully. Unfortunately, her actions over the last several months have not kept our good times in focus at all, but she seems to only be focusing on our hurts and disagreements.

In early November, Veeby made the decision to dissolve our marriage and end our partnership. This was not my decision, but hers. I did not feel at the

time that we needed to divorce, but she did. I honored Veeby's request to have a year of separation and healing by moving into a small one bedroom condo last December. She and I had arranged an amicable separation when I left in December…to give us space to heal.

Unfortunately, everything we agreed to was eventually abandoned. Veeby has lashed out in every way possible during the last several months. I have hurt for her, yet have watch her completely disassemble what was our life together. I have consistently told all three children that mom is hurting right now and they need to love on her. I have consistently told the kids that their job is to love on mom, love on dad…and not take sides.

In January, Veeby accused me of "physically assaulting" her. Further, claiming that she was "in fear of becoming a victim of domestic violence," she obtained a Restraining Order against me. You folks have known me for 30 years. You know my heart. I want you to know that I have never physically harmed Veeby…it's just not something I would ever do…nor have ever done in all our time together.

As my in-laws and the parents of my partner of 33+ years, it's important to me that you know…directly from me…that while Veeby produced pictures of bruises on her forearm to a Judge, I did not touch her in anyway. I have the buddy who helped me move stuff and three police officers who attested to there being no physical assault…just a verbal argument. There is a police report stating the above. If Veeby had bruises, she did not get them from me.

I am completely baffled as to exactly what has happened to Veeby. I have been and remain very concerned over all of her recent behaviors. I believe Veeby has been receiving terrible advice and acting on the same. I would never do to her what she's been doing to me. No matter what Veeby thinks and assumes about me and/or us, I believe her recent behaviors are completely inappropriate, bordering on the bizarre. I say this out of concern, not condemnation. If you are unaware, please contact Veeby immediately…she needs your help. I used to be able to calm her down and disarm her rants, but she no longer wants or allows me to be there for her. I hope you already are in touch with her…if not, please contact her…she needs you.

I will continue to love Veeby…for the rest of my life…she is the one distancing from me.

However, her recent actions reveal an absolute "I hate his guts" mentality. There's no reason at all to have done such a horrible thing to our family. She and I agreed to an amicable separation…a year of space and healing…By January 1st, she had retained a lawyer and changed our separation to complete divorce. Even though I taught from the house and had a teaching studio in the house, I honored her request that ***I*** *be the one to leave as we agreed to go our separate ways…we split up the household bills 55/45…planned on her staying in the house with children to provide consis-*

tency…I would continue to teach there and see the children there…but then something happened and things went sideways.

I fear that she is in a financially hard time right now, but that would be a direct result of her decision to no longer remain married. I have not been able to speak with her directly since January 11th because of the Restraining Order. This transitional time in our family's life has been complicated by "no communication."

Again, it is important to me that I contact you folks...simply to express my love for Veeby...and my love for you as well. Veeby was processing a lot with my parents during the last year and I finally asked her to stop, which she did in November. I will honor the unspoken request and not contact you directly; however, my heart's desire is to drive over to your home and cry with you. Veeby is your daughter and she needs you now, but you have been important in my life as well...I miss you guys, also.

Veeby's decision to no longer partner with me...was entirely her decision. She "withdrew her will" to stay together. I was saddened by her decision, but honored her decision by no longer fighting to keep her. She wrote me many notes of encouragement and love, wishing me well in the future, knowing we'd do divorce "well" like we did life "well."

The events and decisions that Veeby has made since December of last year, have been devastating to me...and the children…and our family. I am simply shocked at the complete untruths she has put forth to the Judge, her lawyer, at mediation, to her CPA consultant, to our household service providers, etc. At this point, I can only imagine what she has told our children. While many around me want me to get mad at Veeby, I only feel sorrow for her. I ***am*** *her partner [still] and I know she is hurting..and I can not comfort her anymore.*

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If you ever have an opportunity to talk to Veeby, please pass along the following on my behalf:

Veeby—I am saddened with how you have chosen to end our union. We have loved each other and grown up together. We have many wonderful memories and three beautiful children. I only focus on and honor our good times. I am not focused on our past hurts towards each other. I hope you can get to this place at some point in the future.

I have not rejected you…I only honored your request to no longer partner with me. I honor our 33+ years together. I do not feel it's been a waste of either of our lives. You are part of me—forever. I have always been tender, loving and attentive to you. I have never chosen to purposefully hurt you in any of my actions or decisions. I understand how my actions and decisions have been hurtful to you, but the hurt was never intentional. This is com-

pletely different than your most recent purposeful hurts towards me…your punitive and vindictive hurts.

I do not hold onto the hurts I've endured from you…I am choosing to let those go…so we can be amicable going forward…I wish you the ability to do the same. Despite your beliefs to the contrary, my perspectives are not "all [messed] up"…they are merely different from your point of view…that does not make them wrong.

I was hurt beyond words when you claimed I'd physically hurt you…and you sought a Restraining Order against me. You and I both know that I never did the things you've stated in the complaint…that was just a game you played to get me out of the house.

I will remain connected to you for the rest of my life.

I will love you dearly for the rest of my life.

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She Turned Me In

I had moved from the condo into a new house at the beginning of March. Seven (7) days later, Veeby and I went through our mediation session. We immediately hit a bump in the divorce road. I dealt with lawyers and a bunch of legal stuff for most of that month—gathering documents, generating emails and printing detailed income reports.

Additionally, I was still disassembling and moving the new landlord's belongings *out* of the house into the garage for storage—and moving my furniture from the garage into the house—basically, trying to get the house all set up. All the while trying to leave a walking path past the boxes and around the furniture for my private students to at least see and get into the house for their piano lessons.

Not to mention, Mark and I purchased and assembled furniture for his bedroom at my new place. It was time consuming but very rewarding—all bundled together.

Needless to say, I was a little busy.

I received a call from the local Occupational Business License office. They'd received a report from a "concerned citizen" *[I wonder WHO that might have been?]* that my Occupational License—the annual "tribute" I had to cough up to the city in order to teach private lessons from my house—was *using false information*. They needed me to come downtown and update my information. Oh, yeah…I needed to pay them more money to "transfer" my license to my new address.

How petty…REALLY? Veeby turned me in to the city! I'd taught my students at the marital house through February, so it had only been a few weeks since I moved to the new rental house.

The next day, I drove over to the Occupational Business License office and spoke to the nice lady behind the front counter. She knew all about me and how I had recently moved into a new location. She confirmed my new address by showing me the *yellow post-it note* with all my new contact information written down…*in Veeby's handwriting.*

The nice lady gave me a Transfer of Location form—I paid them **$17**—and all was well. The world seemingly tilted back upright.

Was someone in Veeby's ear with suggestions or did she come up with that one all by herself? Such a silly act of vindictiveness.

I wasn't deceiving the city. I hadn't even thought about needing a "transfer" form. My business license renewed every year. I would have simply changed my address a couple of months later when I received the renewal form in the mail.

Perhaps this was yet another way of ridding my essence from "her" house?

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A hard but valuable lesson to absorb: Absolutely anyone can turn on you at any time—even your beloved partner—no matter how long the two of you have been together. Too cynical? Nope.

It was just a silly Occupational License. A seriously "no harm, no foul" type thing. I wasn't hurting anybody. It simply wasn't even on my radar—just Veeby being vindictive.

I remembered girls acting like that—back in 6th grade.

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Taken…Out of School

It was a birthday weekend—Mark was about to turn 12 on Monday! He spent that weekend at my place. We celebrated on Saturday by going to a local food and arcade type place and then saw a movie.

The previous week I emailed an invitation to Veeby and Noelle to celebrate Mark's birthday at a dinner on Sunday evening…my treat:

> *Veeby and Noelle: Next Monday is Mark's 12th birthday. I would like to invite you two to dinner—at a restaurant—to celebrate Mark's birthday. Next Sunday evening...my treat. Please RSVP.*

They never replied. Mark and I talked that Sunday afternoon and decided to not push the subject, so we just let it go and ate at home. I apologized for his sister and mom—that they wouldn't celebrate his birthday with him. Instead, we made plans to celebrate at Mark's favorite restaurant Monday evening…on his actual birthday.

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Monday morning…HAPPY BIRTHDAY…and Mark went off to school. I made him his favorite birthday cake for later that evening. As part of a long term photographic project I was working on, I had the kids pictures taken every year around their birthdays. Therefore, I'd made a photo studio appointment for Mark that evening at 6 pm…we would eat afterwards. I moved several of my students around to different days that week so I would have extra time to spend with Mark after school. I only taught one student at 4:00 pm, which would allow me to pick up Mark from school and still make it back for the lesson—then I would be free for the rest of the day. Best laid plans….

While driving over to pick up Mark after school, I received a text from him which said, *"I'm with mom for my birthday. She'll bring me in a bit, okay?"*

Wait…WHAT? I replied, *"Nope...I need to pick you up at the school...stay there, son." [I began teaching at 4:00 pm].* Mark replied, *"I'm at lunch with mom, can she bring me after?"*—**Whiskey Tango Foxtrot**?

I immediately texted Veeby, *"I need to pick up Mark at the school"* to which she replied, *"We're at lunch."*

A text from Mark came in, *"Okay, we'll be there in half an hour."* I texted Veeby, *"I have made plans already. I have no problem coordinating with you so you can see our son on his birthday, but you just can't swing by and pick him up without talking to me. You know better, Veeby! Take him back to the school immediately so I can pick him up."*

I immediately tried to call Veeby's cell phone, but she let it ring until the voice mail picked up. I left her a message, again saying I had no problem with her seeing Mark on his birthday, but she just couldn't swoop down and take him without letting me know. That action clearly placed Mark in the middle between his parents.

Another text from Mark came through, *"Lunch ran late, sorry. Mom will drop me off at your house though, we can't get back to the school in time, unfortunately."* I tried to call Veeby again, but this time it went directly to voice mail. I then called Mark directly. He answered and I told him he was being put in the middle…sorry, son, but *"Where are you?"* He didn't know—they were on the road somewhere. I asked him to let me speak with his mom—since I couldn't reach her directly. He said she did not want to speak with me. I told Mark to have her take him to *her* house and I would pick him up after I taught my 4 pm lesson.

Very flustered, I returned home and tried to concentrate while teaching my student. Afterwards, I got back in my car and headed over to pick up Mark. I called Veeby on the way…*surprisingly* it went straight to voice mail. I texted her, *"Is Mark at your house? I am coming to pick him up."* She never replied. I called Mark—he said he was playing basketball in the driveway of her house. I told him I would arrive in a moment and to simply come get into the car. When I arrived, mom kissed him goodbye at the front door of the house, then she quickly locked herself back inside *[safety first]*. He got into my car without saying a word…*smart boy*.

We went to his portrait appointment—it was good to have some time built in to decompress a little. Afterwards, he said he was too tired from the day to go out to dinner—and wasn't really hungry—so we came back to my place for a little birthday cake. He then decided to go to bed early that night.

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I later learned Veeby had signed Mark out of school for a "doctor's appointment" at 9:30 am…*[the front office showed me their Sign Out sheet].* She then took him to one of those big arcade places, they had a nice lunch at the mall and then walked around until 3:30 pm. She could have easily "walked" less and had him back to school on time if she'd wanted to. Since Veeby was not communicating, I later asked Mark if he had known beforehand that mom was picking him up? He said, *"Yes"* and acknowledged that she'd set it up with him before he came to my place for the weekend.

I completely understand wanting to see Mark on his birthday… and would have had no problem with Veeby seeing or spending time with Mark. However, the new paradigm required our coordinating and communicating—and probably not missing an entire day of school. I had absolutely no idea that Mark was not in school the Monday of his birthday!

Also, Veeby and I had just finished going through mediation and had a clearly outlined time-sharing plan—*however minimally worded.* How could she justify and rationalize her actions? Veeby's decision to take Mark out of school for the entire day—without coordinating or communicating with me? It seemed wrong on so many levels. Plus, she didn't get Mark back to school in time for me to *[invisibly]* pick him up before I began teaching. She just made her plans with Mark…to my exclusion. She just *did* what she wanted to do.

Thinking as a Southerner, *"Isn't that kinda like one of them there Unilateral Decisions she was crowing about earlier?"* I was responsible for Mark on Mondays and Tuesdays. She should have at least had the common courtesy to let me know her plans.

In contrast, when I wanted to arrange a therapy appointment for Mark a couple of months before, Veeby created all kinds of hellish rain on *that* parade. I began to remember our marital mantra: Do things her way or there would be hell to pay. Double Standard!

With such an outrageous "I don't care what's written in the MSA or what I've previously agreed to" behavior, I asked Carol to contact Veeby's counsel. Not only was Veeby refusing to communicate or Co-Parent, she had begun to use Mark like a pawn in her *Game of Divorce*.

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After Veeby's little birthday excursion with Mark, I wrote to the School Resource Officer *[police]* at Mark's school to document what I believed to be Custodial Interference:

TO: Resource Officer, at Mark's school
FROM: John, parent of Mark
RE: Custodial Interference

The school has already been made aware of a divorce situation that is on going between the parents of Mark. I am including a copy of the existing Parenting Plan currently in effect, signed by the Judge for the school's files.

I want to simply document my concerns regarding Veeby's behavior, which indicates her contempt for the above mentioned Order and her overall Custodial Interference. I am not wanting the school to get involved, but rather to just be aware of the sensitive dynamics that are going on for Mark these days.

- *Veeby withdrew Mark from school last Monday to celebrate his birthday. While this would normally not be an issue, she did not inform me at all. I was not aware that Mark was not in school. I had made arrangements to pick him up from school, since I am responsible for him on Mondays and Tuesdays. She had taken him out of town and was not back until well after school was over. In fact, I was only able to pick up Mark after 5:30 pm at her house. I came to pick up Mark at school, he was not there. Due to her decision, he was not available for my court appointed pick-up. Again, I do not want the school to do anything about this—it is simply in stark contrast to her previous position and conversations with the 6th grade school guidance counselor.*
- *Several weeks ago, at the suggestion of the Judge, I arranged for a psychotherapist appointment for Mark on a Monday during school hours. At that time, Veeby was in contact with the 6th grade school guidance counselor asserting I was not making decisions "in Mark's best interest." While I understand these are just code words used for potential legal actions, she's previously stated that because I was trying to take Mark out of school [during FCAT preparations and potentially during his math class] that I was "making unilateral decisions that are not in the best interest of Mark." However, it becomes a double standard when she elects to intentionally go against a standing Court Order, withdraw Mark from school—without letting me know—and then not have him available for me to pick up at school per normal. This is just the latest example of her Custodial Interference.*
- *Since Veeby is from France, she threatened to take Mark [and his sister, Noelle] and flee to France. On [date], she went to the French Embassy to update documentation. This absolutely struck terror in my heart. I have secured and placed both boy's France passports with my lawyer for safe keeping, but this is just an example of her using the kids to hurt me.*

While I know this will probably sound like just another domestic disturbance and divorce situation to the school system, it is new to me and a very hurtful time. I think it's being played like a "game" by Veeby…a game with rules I am unfamiliar with and am having to learn as I go. I ask for your patience and understanding as I have always been very involved in Mark's life and am trying to provide consistency for him during this transitional time in his and my life.

Please keep this confidential information within his file. Thank you!

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Braces

I had braces when I was growing up. Our daughter, Eliana, had gone through the experience. Veeby elected to get braces several years before. Noelle was still *in* braces, which meant it was Mark's turn next. Seemingly, a right of passage in our world. Veeby knew it was coming and specifically mentioned the subject during her List of Demands meeting many months prior.

Several days after Mark's birthday, I communicated with Veeby:

> *Veeby—FYI, I have scheduled an initial consultation for Mark with the orthodontist to discuss future options for his teeth.*

Six (6) days later, he and I went to the appointment. Yep, he needed braces. I told the orthodontist that Veeby and I were both financially responsible…*[per our MSA].* They billed me 50% and billed her 50%. I bit the bullet and took care of my portion. I didn't have the money, but hey, my kid needed braces and that's why credit cards were invented, right?

Several days afterwards, I received a phone call from the orthodontist's office. They'd gotten a call from Veeby, who had received their bill and claimed she never knew about Mark's appointment—didn't know until Mark told her—and she didn't have any money to pay for his braces.

*Wait…*WHAT? How could she make that claim? How could she not know about the appointment when I'd let her know? Golly Gee Willikers—the afternoon after his initial consultation, Veeby called Mark to ask what the orthodontist had said. She wouldn't have known to call and ask him unless she'd received my previous email.

Because Veeby had alerted them to potential money problems, the orthodontist stated they would not begin Mark's braces unless they knew they would receive her portion. Since we had a long history with this orthodontist—*everyone in our family had filed through for braces*—they began the initial steps for Mark's braces as a courtesy. A courtesy, yes, but I had already paid half of the total amount, so at least we could get started. If mom couldn't pay her portion, Mark may

never be able to get the braces taken *off*, but we'd cross that bridge later in his life. Maybe I could gift him the needed funds as a wedding gift…before the big day. We'd see how it went.

Of course, the orthodontist then asked ME to sign a promissory letter to indicate that I would take care of the *entire* amount due—in case Veeby didn't pay…and they would then let *me* wrangle the money from Veeby.

I knew that future dental and medical expenses for the children had already been discussed in the Mediated Settlement Agreement we had both signed. Although Veeby was telling the orthodontist she was hurting financially, I also was struggling in the same way. **Welcome to Divorce Land.** However, this was for Mark! Like me, Veeby was responsible for Mark's braces, she knew they were coming and she'd simply have to figure out how to make it happen.

As the orthodontist took care of our son's dental needs, I kept Veeby in the loop through emails with attached receipts:

> *Veeby—Please be aware that Mark had his beginning braces put on this morning with the orthodontist. I am attaching a picture of his teeth for your files. The orthodontist needs four of Mark's baby teeth removed in the coming weeks...letter attached. You and I will need to split this expense. Mark was able to pull one of his baby teeth [on the bottom] last night…the tooth fairy has already visited him. Also, I was informed that you still need to make arrangements with the orthodontist's office regarding your half of Mark's braces. Please take care of this as soon as possible…since this is in Mark's best interest.*

And…

> *Veeby—Mark's orthodontist has sent an extraction letter to our dentist to remove four of Mark's baby teeth as part of his orthodontic treatment plan. I have secured an appointment to have this procedure done this coming Friday at 12:30 pm. Since Mark will be at your place overnight on Thursday, please make sure he is ready to be picked up at 11:30 am Friday morning to go to this appointment…[a summer appointment]. I will pick him up at 11:30 am Friday morning. I will pay for both your and my portion of the procedure and I will email you the total amount once I know. You may give me a check for your half of this expense at the next Mediation scheduled for the following week. Finances are tight for me, so I would really appreciate your reimbursing me…for our son.*

And…

> *Veeby—Mark's four baby teeth were successfully pulled this afternoon...he's still numbed up and a little sore, but he survived. The cost for the consultation exam, panoramic x-rays and teeth extracted was $100. Please have a*

reimbursement check for half this amount at Thursday's Mediation. [dental receipts attached]

And…

Veeby—Mark has a teeth cleaning appointment tomorrow morning. His last dental cleaning was [date].

And…

Veeby—The orthodontist needs two additional teeth extracted from Mark. Please see the attached pdf file. Since I paid for the last two teeth Mark had extracted, it would be great if you paid for these next two teeth extractions. Then, I would not need reimbursement from you for the previous extractions I've already paid for.

The Oral Surgeon at our family dentist's office is only available on Fridays. Please schedule an appointment for Mark for next Friday. Mark is scheduled to be with you on that Friday. The orthodontist wants Mark's teeth out as soon as possible so the new teeth can drop down and be in place before Mark's next visit. Please confirm in writing back to me when you have made the appointment.

What's wrong with this email picture so far? It's one-sided.

Where are all the email communications from Veeby? They do not exist. Veeby was completely silent—seemingly gone—as I tried to keep her in the loop regarding Mark's braces.

Perhaps *Waldo* knew where she was during that time…if someone could simply find *him*.

• • • • •

In all fairness, I *finally* received an email from Veeby, albeit the very first one regarding Mark's braces—and only eight (8) months after the process had begun. Veeby replied:

John—I am not in a financial position to pay for Mark's teeth extraction.

While I was sorry to hear of her financial woes, at least her reply confirmed she was receiving my emails. Hopefully, the ice had been broken and Veeby would then start communicating. I continued to send her email updates as Mark progressed through braces. Unfortunately, no matter how inclusive I tried to be, Veeby never replied or communicated again about Mark's braces.

That made it very hard to Co-Parent anything to do with Mark. There was just a bunch of SILENCE from Veeby's side of the world. While she may have wanted to erase me from her life, that wasn't in

the best interest of our children, nor a real possibility. There was that whole legal 50/50 time-sharing thing—I was still around.

To my amazement, Veeby took Noelle in for a follow-up appointment with the orthodontist. Of course, she never let me know. I only learned they'd gone when the office manager later asked me to pay the fee. Noelle was my daughter and although she was keeping her distance from me, my taking care of that expense was only a small expression of my love for her. You bet, I paid it.

• • • • •

Eventually, the grace period with the orthodontist office expired. I had been getting their subtle hints to pay them the final amount due. They were well aware that I had already paid my half of Mark's braces. However, they had waited months for Veeby to make *any* kind of payment and they wanted the balance due. Subtlety turned into directness—unless they received payment, they would discontinue Mark's orthodontic work.

I went ahead and paid Veeby's balance due with a different credit card. I knew I would have a hard time getting those funds reimbursed from Veeby, but it was definitely in Mark's best interest.

I was just trying to take care of our son's dental needs.

52

Who Moved into "Her" House?

During that time period, I wondered everyday "what was going to happen next?" And I usually didn't have to wait long for the answer to reveal itself. Right on cue, I received a nice email from a former neighbor.

It seemed a moving truck showed up one day and unloaded a bunch of "stuff" into Veeby's house. It appeared "some people" moved in.

I wondered if I was supposed to be informed that other adults were living in the same house with my minor children? I wondered if I should be afforded any civility as Co-Parent? I didn't know—I just had a bunch of questions about the new development.

Unfortunately, based on her lack of communication, Veeby had not been nominated for "Co-Parent of the Year" that particular year!

Since Veeby had previously indicated she was hurting financially, I assumed she was renting out a room to help with her expenses—and I was not far off the mark. I eventually learned that her sister and brother-in-law moved in.

Suddenly, many potted plants were outlining the house—and a menagerie of birds, ducks, fish, dogs and cats were being housed inside and out. The "marital house" had seemingly been turned into a "farm house."

I hoped the extra rental income would help Veeby with the household expenses.

I also hoped there would be a little extra left over each month—to pay some towards Mark's braces.

53

Veeby's Lawyer #3

Next in line…Number One? Number Two? Number Three? Now serving Number Three? What can I help you with, Honey?

Veeby's previous counsel, #2 Lawyer was GONE. Poof! No reason given or known, she'd just been replaced. No love lost, either.

Three days before receiving any notice, we were surprised to "hear about" there being a Lawyer #3…from the mediator's office. Evidently, as soon as Lawyer #3 began Veeby's representation, she immediately canceled our long-awaited mediation session.

*Wait…*WHAT? We had been court ordered to attend mediation regarding my motion to clarify the Parenting Plan—and we'd been waiting for two months already. The mediator's office called Carol to inform her that some new attorney called them, claimed to represent Veeby, and tried to cancel the mediation session. Lawyer #3 instructed the mediator to then call Carol and inform us the mediation was canceled.

That was ***not*** *the way things should have happened.* Carol had not received any "Notice of Appearance" paperwork and Lawyer #3 did not contact Carol directly. What in the world was going on? I wrote Veeby:

> *Veeby—The mediator's office called my attorney and said you've retained a new lawyer and whomever that new lawyer is has tried to cancel Thursday's scheduled mediation? There was no discussion of rescheduling…it was just 'canceled.' Unfortunately, that's not the way it works.*
>
> *If you've hired a new lawyer [why?], then that lawyer needs to call my lawyer immediately to discuss any issues. It's improper to not give official notice to my lawyer. Whatever type lawyer you've hired needs to file notice with the court, etc. They can't just call and cancel a court ordered mediation…that we've been waiting months for…it doesn't work that way.*
>
> *So, please have your newest lawyer call my lawyer immediately. This silliness on your part is getting old, Veeby. Let's just finish up.*

Within the hour, Lawyer #3 called Carol. All of a sudden, Veeby's camp was refusing to use *that particular* mediator—even though she had been the original mediator and the new session had been sched-

uled for months. Evidently, Veeby felt "uncomfortable" with that mediator. Lawyer #3 said she would get back in touch with some new mediator options.

We seriously had some pressing issues that needed to be figured out—and I had been looking forward to addressing them within mediation. I needed clarification on the time-sharing as it related to not only school holidays, but also upcoming summer vacation plans. There was an issue regarding a school bus for Mark that needed to be discussed. Veeby's lack of communication had placed us squarely in the "High Conflict" divorce category—so we had suggested hiring a "Parental Coordinator" to bridge the communication gap. No Wellness visits and only one therapy session had occurred for Noelle. Both kids had excessive school absences on the days they were with Veeby. There was Custodial Interference and Parental Alienation threads that needed to be dealt with. There were orthodontic reimbursements—and 'service providers' that weren't being paid—and HELOC payments that needed to be addressed. *If only we could get to the mediation table.*

After three days of dealing with some supposed new legal counsel, we finally received the official ORDER APPROVING SUBSTITUTION OF COUNSEL, which replaced Lawyer #2 with Lawyer #3. However, the phrase "the third time's the charm"…was *not* applicable to #3. Indeed, from my personal interactions with Lawyer #3 throughout the next segment of the divorce journey, I would come to view her as an incompetent idiot—pretending to be a lawyer. In my personal opinion, every letter Lawyer #3 would eventually *try* to write—was an affront to all intelligent human beings! *[He said when asked, "How did she make you feel?"]*

I loved that movie **Dumb and Dumber**. The title so aptly described the corner that had just been turned.

54

HELOC

The Home Equity Line of Credit, a.k.a. HELOC, was the second mortgage on the marital house. Veeby wanted the house—and through our MSA and a Quit Claim Deed—she took over the house and all the associated costs, which included the mortgage and 2nd mortgage payments. We had refinanced the house several years before, in just Veeby's name, but the HELOC had both our names on the note.

Immediately after our mediation, Veeby stopped making the monthly payments on the HELOC. The bank began calling *me* for payment. I had really hoped Veeby would be able to refinance the house, combine the 1st and 2nd mortgages and take my name off the loan, but that did not occur. I was afraid if she didn't pay the HELOC, the bank would "call" the note—which would have negatively impacted us both. Carol and I discussed my paying the HELOC for her and then reducing the amount taken out of the Income Deduction Order. Carol wrote Lawyer #2, I wrote Veeby:

> *Veeby—The HELOC payment is PAST DUE. The bank has called me several times regarding this issue. It is your responsibility to pay this bill, per the MSA. Communicate with me regarding this—if you need help, let's discuss it. If the HELOC is not paid before the 1st, there will be additional penalties, a bad credit notice filed and the bank could potentially call the note, which would impact you negatively.*

Surprisingly, Veeby replied and we had a brief email dialogue:

> *John—According to the bank, you cannot be removed from the HELOC loan, regardless of what was agreed to in mediation. You are responsible for your half of that debt. I have paid a total of $400 on the HELOC. You owe me $200, you can pay the next HELOC payment otherwise your credit will be affected negatively as will mine.*
>
> • • • • •
>
> *Veeby—Wrong information…please refer to the MSA. You and only you are responsible for the HELOC. The fact that you cannot take my name off the HELOC note was referenced further within the MSA. You wanted the house, I Quit Claim Deeded the house to you, now you are responsible for the bills. Please take care of this outstanding HELOC payment immediately.*

• • • • •

John—I suggest you call the bank directly then. You are responsible for the HELOC as much as I am. Your credit will be negatively affected.

However, since I'd already filed the Quit Claim Deed at mediation, the MSA then clearly stated: ***"…Veeby shall then be fully responsible for any and all expenses related to the marital home, including but not limited to the mortgage, home equity line, taxes and insurance and other household expenses."*** and ***"The mortgage note is in Veeby's name only. The HELOC is in both parties names. Veeby shall immediately use her best efforts to re-negotiate the loan to remove John's name from said liability. In any event, the parties agree that Veeby is solely responsible for the HELOC."***

If Veeby didn't honor the MSA, Carol would file a motion for contempt to protect my credit.

• • • • •

The end of the month arrived with no further communication from Veeby. I wanted to help her, but it was difficult to know how best to do that. I decided to pay the HELOC for her that month—we would figure out reimbursement later in mediation. I let her know via email:

Veeby—I made a payment to the HELOC on your behalf. Receipt attached. We will readdress this in Mediation and through the Courts due to your inability to have a simple conversation.

I never received a reply from Veeby. Of course, then the new Lawyer #3 blew into town and canceled that upcoming mediation. So Carol wrote #3 as we waited for her mediator suggestions.

Towards the end of the *following* month, again…no HELOC payment and no further communication from Veeby regarding her intent. Continuing our long standing dance pattern of "she silently dances away and I pursue her," I emailed her:

Veeby—You have not yet made the HELOC payment for this month. You have incurred another Late Fee that will post to your next payment. I spoke with the bank this morning and there was a Past Due amount for the last payment. The amount due for this month is actually slightly less than the regular monthly amount because I paid a little extra last month for you. In your correspondence last month, you indicated that you are not going to pay the HELOC payment. This is unwise on your part.

I have made another payment on your behalf towards the HELOC. The receipt is attached. Please reimburse me at your earliest convenience. Last month's payment plus this month's payment totals $200.

And…

Veeby—Please make arrangements to pay the upcoming HELOC payment as you plan your finances. The amount due is $100. Per normal, this will be due on the 1st.

Veeby simply would *not* communicate or coordinate with me, regarding orthodontics or the HELOC or anything to do with Co-Parenting. She had canceled court ordered mediation and seemed to keep throwing obstacles in my path to prevent sitting down at the mediation table. Frustrated, Carol filed several motions on my behalf, bringing the issues to the court's attention: MOTION TO COMPEL COMPLIANCE WITH MEDIATED SETTLEMENT AGREEMENT *and* MOTION FOR CONTEMPT OF SHARED PARENTAL RESPONSIBILITY *and* MOTION FOR PSYCHOLOGICAL EVALUATION OF Veeby

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Eventually, Mediation was re-scheduled using a different mediator—one that Veeby felt more "comfortable" with. However, we could avoid paying for mediation altogether if only Veeby would dialogue with us about a multitude of issues. It didn't require an additional lawyer/mediator at an outrageous hourly rate—it only took Veeby's willingness to have a conversation. So, Carol made contact once more with #3, all the while knowing the exercise of being polite and civil and writing emails and letters and even texting…was akin to *spitting in the wind.* Veeby would simply *not* communicate—about anything. Only within her lack of communication did she speak. My partner in life would no longer "use her words" as we'd learned in all those therapeutic sessions.

The end of the following month rolled around. The HELOC was due once again and I still had no idea what Veeby's intent was—whether she would swoop in at the last minute and make the payment or not. It felt like she was blackmailing me into paying the HELOC for her. She was well aware that I was still tethered to that account and any "non-payment" would impact my credit as well as hers. It felt like going down with a sinking ship, but the captain wouldn't release any of the crew to save themselves—forcing them to go down with the ship.

With only a slight on coming wind one afternoon, I took a chance, put on some goggles, and wrote her once more:

Veeby—Once again, as of this afternoon you have yet to pay the HELOC. I feel that you are blackmailing me to make this payment, even though you are clearly responsible. You ***demanded*** *the house at Mediation, I Quit Claimed Deeded the house over to you, you are now responsible for all bills, inclusive of the HELOC payment as clearly stated in the Mediated Settlement Agreement. The payment due is $100 which includes a Late Fee. This was due on the 1st.*

Please ***"Communicate Your Intentions."*** *IF you intend on paying this payment either today or tomorrow, I would REALLY appreciate your letting me know as soon as possible. FYI: The next payment is due on the 1st. Please plan your finances accordingly.*

While I do not begrudge you taking vacation times [w/ Noelle to Disneyland + hotel], and doing fun things—like the upcoming trip to Chicago with Mark—you should really be paying your bills first. Again, you still owe ME money for the payments I made to the HELOC on your behalf the last two months. Also, as of this afternoon, you still owe the orthodontist your portion of Mark's braces.

Communicate Your Intentions *to pay or not pay the HELOC immediately.*

And…

Veeby—To reiterate my text to you this morning, I have paid the HELOC payment on your behalf in the amount of $100. This amount includes a Late Fee. The receipt is attached for your files. This is the ***third*** *payment I've made on your behalf, without any ongoing communication from you. The total you need to reimburse me for these three payments is $300.*

Again, I am disappointed in your choice to not respond to my emails, texts and phone messages regarding this subject. This will be addressed in the future.

The following month, the same thing. Carol talked to Lawyer #3 about the HELOC and I wrote another email to Veeby:

Veeby—I have paid the HELOC payment on your behalf in the amount of $100. This amount includes a Late Fee. The receipt is attached for your files. This is the ***fourth*** *payment I've made on your behalf, without any ongoing communication from you. The total you need to reimburse me for these four payments is $400. Again, I am disappointed in your choice to not communicate at all regarding this subject.*

P.S.–YOU need to pay the next HELOC payment…which is DUE on the 1st…in the amount of $100.

Was I really that clueless? Was I really that thick-skulled? Couldn't I figure out that she wanted to DIVORCE ME—she no longer want-

ed anything to do with me? Yep, I got it, I understood. Her total rejection was slowly sinking in. As she intended, it hurt my heart something fierce. However, it wasn't just about her not talking to me after 33+ years—sadly, I was used to that. The HELOC payment, and lack thereof, potentially *impacted where the kids lived* also. I was trying to help all of them out. Even though I was traveling blindly, I was still trying to be helpful. Veeby's terrible decision to not communicate—to not Co-Parent—I felt only reflected badly on her, only shamed herself by not acting more maturely and taking care of the grown up business of taking care of our children.

• • • • •

What I didn't know—because Veeby intentionally wouldn't tell me—was that the HELOC had already been sent to the Collections Department at the bank, due to "outstanding amounts" owed. When I became aware of that twist, it didn't make sense at first. I had been making payments on her behalf. What were the outstanding amounts? Since I was a Co-Signer on the note, I had received several Past Due notices from the bank, but the *actual monthly statements* were being sent to Veeby at *her* PO Box. *Those* were the statements that showed in detail her HELOC payments—and how she skipped a month's payment *[somehow]*—and how that amount had been rolling over as "unpaid/outstanding amount" for about five (5) months. I never saw that line item or knew the details until the bank finally informed me—but Veeby knew. What she basically needed was a *double* HELOC payment to bring her current. If I made one last double payment on her behalf, it would take care of all the Unpaid Fees and Past Due amounts. It would bring her current through the entire next month, and she could start fresh. While I was having difficulties paying my own bills, I was also trying to help her stay afloat and stay IN the house.

So that's what I did. I made a *double* HELOC payment as a final gesture and then let her know with an email:

> *Veeby—You have not been communicating or keeping me informed about the HELOC. All of the monthly statements have been going to your PO Box, but you have never let me know that the last statement showed a unpaid balance due.*

What is going on for you that you can not communicate? As you are aware, you agreed and are responsible for the HELOC payment [back at mediation] this year. Since then, you have not yet been able to remove me from the HELOC or refinance that amount. Even though finances are tight for me, I have been trying to help you out by making payments on your behalf. At no time have you acknowledged my help. At no time have you simply emailed me what is going on. I have NEVER been your enemy. I have ALWAYS tried to help you.

I've spoken with the bank regarding the HELOC payments. They sent the account into their Collections Department due to outstanding amounts owed. You have been receiving the statements showing past due amounts, but I have not received any information about this!

They have informed me that if they receive a double payment by the end of the month, that the account will be squared up with them through the December 1st payment. Basically, the double payment will include all Late Fees, Past Due Amounts and the regular monthly payment. Please find attached a $200 receipt for the double payment I've made on your behalf into the HELOC account.

This is the last HELOC payment I will make on your behalf. I will look to be reimbursed from you for ALL of the HELOC payments I've made on your behalf in the very near future.

And then in the new year—even after I made that last HELOC payment which brought her account current—she still continued to not pay nor communicate:

Veeby—I have received yet another overdue notice regarding the HELOC. You are NOT communicating YOUR intentions regarding this last joint financial obligation we still have together. As you are aware, last March you agreed to take on this obligation per our MSA. You are obligated to pay this HELOC, or take my name off the account. You need to take care of this as soon as possible.

Because you are not communicating, I have no idea why you simply don't pay this bill?

Additional Reminder: Per our MSA, your portion of Mark's braces is way past due. Please make arrangements to take care of this.

Veeby probably enjoyed the thought that I was wasting my time as I wrote all those emails. She probably never fully appreciated that I was trying to help her. She probably considered me *foolish* for trying to be nice to her while she was trying to kick me away. At that time, I was truly trying to do what I could to help Veeby and the children stay in the house—which was part of our **Plan A**.

The HELOC thread would not be resolved until much later in the journey.

55

Inappropriate with My Own Children…REALLY?

Carol called me and said, *"Sit down, dear." [Oh no, that didn't sound good at all.]* Carol recounted a conversation she'd just had with Lawyer #3. They were about to file a motion with the court asking for me to have "supervised visitation" with Mark.

Wait…WHAT? Since Veeby and I had not spoken for months—courtesy of the *Silent Treatment Tango*—I had no idea what she was up to. Then, I found out.

She filed an EMERGENCY MOTION TO MODIFY AGREED ORDER ON TEMPORARY PARENTING PLAN. Within the Emergency Motion, she stated her "concern" that I may *"be engaged in inappropriate contact with [my own children.]"* Basically, she maintained that the children were in harms way when they were in my care and I should only be allowed "supervised" time-sharing. Of course, she offered that SHE should be their sole protector/guardian. As such, she offered to select the person to supervise me, and I should pay for the whole deal. Lovely woman, no? *I simply cried.*

SMOKE & MIRRORS

I was absolutely shocked and stunned upon learning the contents of Veeby's motion—which seemed to imply some physical misconduct with my own children, specifically Mark *[since Noelle would not come over to my place for time-sharing]*. Of course, Veeby did not *truly* believe or fear I was being "inappropriate" with my children *[in my humble opinion]*, as much as this was all just another "move" in her *Game of Divorce*. She simply had a newfound legal accomplice pushing the paperwork. By filing such a motion, Veeby's goal was to limit my time with Mark, have any "allowed" time be supervised, let her select the supervisor and I could pay for the whole thing. If her plan worked, she would successfully hurt me by taking away my kids,

hopefully secure more residential time with the kids which would translate into more monthly Child Support money. Seemingly, the perfect storm.

Veeby's previously written sentiments were incongruent with the beliefs and fears currently listed within that motion. In her own words throughout our many years, she had often affirmed her love and appreciation…especially in my role as father to our children:

- *John is kind, loving and an amazing father to our children….*
- *I appreciate your devotion to me and our children….*
- *Your love will reflect in their lives forever….*
- *I love you, John, and am extremely proud of you as a dad!*
- *I appreciate the way you always make time and attend to us….*
- *John is a magnificent father to [the kids]…and has always been….*
- *…a caring daddy who'll give [the kids]a wonderful sense of being special.*
- *He is a kind, loving, attentive man to me….*
- *[to my parents] …you have raised a kind, loving and gentle man….*
- *I appreciate your tenderness to me.*

• • • • •

The motion suggested that *"since the entry of the Order there has been a substantial change in circumstances…."* However, *nothing had changed*, except for the entry of a new third Lawyer. We had already finalized our MSA and simply needed to clarify some Parenting Plan issues within the context of mediation. Then, we'd be ready for a Final Hearing before the Judge.

Ten months earlier, Veeby concisely documented Noelle's pulling away from our family—*"At home Noelle is going through her own individuation process and needs to pull away from us"*—yet, Noelle's pulling away was listed as part of the recent *"substantial change in circumstances"* and repackaged as *"…Noelle, has consistently refused to have any time sharing with [Dad] …"* Of course not! She hid in her room and kept to herself like a lot of teenagers. She probably didn't want to get involved with all the "crazy" things going on between Mom and Dad—and was just laying low.

The motion used misleading and suggestive phrases like, *"Veeby has recently learned…"* this or that. However, Veeby's correspondence and credit card statements from six (6) years earlier easily proved she was lying in her allegations—she was merely slinging more mud. We had

Affidavits and witnesses lined up that could easily *disprove* the claim that I was somehow "inappropriate" with my children.

Even though I knew all the "code words" used within the motion were purposefully placed there to create doubt and suspicion about me—they still hurt. I believed the innuendos were hateful and mean-spirited. With this motion, Veeby and Lawyer #3 began their attempt to disassemble all the agreements and understandings that had already been negotiated.

56

Who Are YOU?

After I received Veeby's EMERGENCY MOTION, I was concerned about what Veeby must be going through—in order to actually make such a false claim. I immediately got in my car and drove over to my *[still]* in-laws house to inform them about her latest accusations. I wanted to encourage them to reach out to their daughter. I believed she must have really gone off the deep end.

I knocked on the front door and eventually heard her father say, *"Who is it?"* I answered, *"John."* He said, *"Who?" "It's John"* I said. *[Why didn't he simply use the peep hole in the door to look outside?]* He answered louder from behind the door, *"Who are YOU?"* I thought the man must have gotten even more hard of hearing, so I spoke louder, *"Pop, it's John."*

I will never forget the next words which were bellowed at me from behind the closed door: *"WHO…ARE…YOU?"*

It took me hearing his reply three times before I realized he was not going to open the door and was purposefully trying to shame me. I figured that must have been his way of telling me I was "dead" to him as well—or he was "disowning" me, much like he had disowned and distanced his own daughter so many times before.

In hindsight, I should have said, *"I'm the father of your grandchildren."* or *"I'm the husband of your daughter."* or *"I'm the father you've always told me you wished you had, Pop."*

I was truly concerned about his daughter, my former partner. I had known Veeby for 33+ years, I was concerned for her well-being. My intentions were pure. I wondered if Veeby had "lost it" by making such cruel and hateful accusations within her court motion. We *were* still awaiting a hearing date on our Motion for Psychological Evaluation of Veeby.

On the drive back to my house, it occurred to me:
The apple seemingly didn't fall far from the tree.

57

This Won't Emotionally Scar Her, Will It?

Two weeks after Veeby filed an Emergency Hearing before the Judge, she then had another brilliant idea: Why not let Noelle testify against her father! That won't hurt Noelle, would it?

One week before the scheduled Emergency Hearing, Veeby filed a MOTION FOR TESTIMONY AND ATTENDANCE OF MINOR CHILD. Claims that although Noelle had refused to speak to her parents or any of the counselors previously provided, she miraculously expressed a desire to speak to the Judge.

• • • • •

I was saddened and hurt for my daughter, Noelle—she was being placed in a terrible position. Veeby had already sacrificed Noelle earlier in the year through discussions and details of an upcoming divorce *[that were misleading and not age appropriate]*—and without regard to her emotional well-being—while Noelle was already going through a very turbulent teenage angst. Veeby had set up the scenario of "being afraid of Dad" and what he "might do"—which only instilled an unwarranted distrust of her father. Noelle was the oldest daughter still at home and Dad was living elsewhere, so she assumed the role of taking care of her mother, by running the security system, just in case Dad showed up.

Veeby was not following through with the agreements contained within our MSA and seemingly not encouraging Noelle to spend time with me. Rather, Veeby was hiding behind "Noelle's preference" to not come over. On the one hand, it appeared Veeby was scared of losing Noelle's allegiance. On the other hand, I felt Veeby was sacrificing Noelle yet once more.

Additionally, it was highly unlikely that Noelle stepped up and asked to speak to the Judge. As indicated within the Motion, Noelle wasn't volunteering any information to me, her mom or the several

counselors we'd provided for her to confide in. She simply had figured out the power she wielded by *not* communicating. Perhaps Noelle had witnessed too many *Silent Treatment Tangos* between her parents and knew how powerful those dance steps could be. Of course, she didn't fully understand how absolutely damaging that dance could be as well…she hadn't lived enough life yet to know.

Supposedly—and by some miracle—Noelle *"expressed that she would only reveal to the Judge the reasons for her refusal to speak to or spend time with the Father."* I kept asking myself HOW would Noelle *even know* about an opportunity to "speak to the judge" unless Veeby were informing her daughter about what her mom was doing legally? Perhaps she'd overheard how Mom was trying to "get Dad"—and volunteered to help? But, how damaging would that be to our daughter?

Obviously, Veeby's past love had turned to distain for me and seemed to be clouding her judgment. I believed it was a horrible decision on her part—to use Noelle as a "witness" against her father! Veeby knew Noelle had issues and making Noelle aware of Veeby and my legal proceedings only reinforced psychological scars upon our daughter.

I did not believe that Noelle had decided she wanted to speak her mind to the Judge…as much as it may have been suggested to her.

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Guardian Ad Litem Appointed

The hearing for Veeby's Emergency Motion took place on a Wednesday—*three (3) weeks* after they filed the dumb thing—*[glad it wasn't a **REAL** Emergency]*. The *real* underlying "emergency" for Veeby had to do with Mark and my leaving for vacation the following week. Veeby simply wanted to thwart our vacation plans—pure, plain and simple. More on that coming up.

At the hearing, I fully expected to see Noelle ready to "testify" before the Judge. Carol's job was to stop my daughter—Veeby's sacrificial lamb—from having to testify at all. Additionally, I had arranged for two *special* witnesses to be there as well—to "testify" if needed. All parties were present, except for Veeby's counsel. Lawyer #3 finally arrived just a moment before we were called into the Judge's chambers. Upon seeing me, she became all flustered.

Our case was called and thankfully, Noelle was not there. My witnesses waited in the waiting area while Veeby, Lawyer #3, Carol and myself went into chambers. Lawyer #3 began by telling the Judge that she was surprised that **I** was there, which I thought to be an odd comment. The Judge replied, *"It's a free country...he can come to court when he wants."*

The Judge allowed Lawyer #3 to ramble on for about five (5) minutes, but then cut her off. Lawyer #3 was trying to introduce Veeby's Incident Report as "evidence" by merely talking about it and including a lot of innuendos. The Judge commented, *"You are bringing in the officer to testify, right?"* Actually, she had *not* arranged for the officer to be there. The judge taunted her by saying, *"I can pick up the phone right now and call the police and say you are hitting me and they would generate an Incident Report. So, unless the officer is here, it's heresy and inadmissible."* I believe the words "stumped" or "bewildered" would accurately describe Lawyer #3's facial reaction.

The Judge then said he was "confused" by the whole matter, and *why* hadn't a Guardian ad Litem been asked for or assigned to our case? He then assigned some other lawyer to act as the children's

lawyer, to represent *their* best interests. Carol explained later that the children's Guardian would conduct an "investigation" by talking to Eliana, Noelle, Mark, me, Veeby, psychologists, my parents, her parents, the homeless folks under the bridge and anyone standing around the kitchen sink—at an hourly rate, of course—and then submit an official recommendation to the Judge on behalf of the kids. Carol thought it was a good thing. I just hoped it would take away the Veeby "crazy making" element.

That was it—we were done—no additional hearings that day. No need for Noelle to testify. A Guardian had been assigned. Talk about anti-climatic! My witnesses were not needed after all, but I was glad they were there…better safe than sorry.

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The appointment of the Guardian ad Litem [GAL] threw several little wrenches into the *Game of Divorce*. A new player had been added to the game. The rules were changed so everyone got a lawyer—one for me, one for Veeby and one for the kids. I quickly discovered that the GAL needed to attend all future court hearings and mediation sessions, representing the interests of the children. So three lawyer's schedules had to align any time we needed to schedule or move a Hearing—yikes!

But wait…there's more. Guess who got to pay the majority of the GAL's hourly rate? Initially, **Plan A** featured a 55/45 split of the expenses. However, since Veeby had been "less than truthful" regarding her income—*[did I mention that already?]*—Lawyer #3 and Veeby made the argument that I should pay 80% and she only 20% of the additional GAL fees.

*Wait…*WHAT? The situation was (1) Veeby made accusations; (2) a GAL was assigned; and (3) I would get to pay 80% of the fees for her mud slinging festival. That sounded very much like the previous Emergency Motion concept: (1) let there be only supervised time sharing for the man; (2) let Veeby control the supervisor; and (3) have the man pay for the whole thing. A theme seemed to be emerging.

Additionally, we were preparing for a mediation session to clarify our Parenting Plan and other issues. After Lawyer #3 came on board and immediately canceled the previously scheduled mediation ses-

sion, we had finally agreed on a new mediator and had scheduled a session for the upcoming week. With the appointment of a GAL, it was unclear whether we would be keeping that mediation session. I really hoped we could simply sit down at the mediation table, but that needed to be figured out by the lawyers on our behalf. I didn't want to cancel yet another opportunity to mediate, but it was looking like we would.

After the lawyers exchanged correspondence, they ultimately canceled mediation. The newly appointed Guardian ad Litem emailed the lawyers and acknowledged privately to Carol that Veeby's camp disagreed with the division of payments to the GAL. They want to pay a lesser percentage…of course.

Added to the chaos, all of this occurred in the summer months and Mark and I were gearing up to leave town on vacation—flying out to an "exotic destination"—*[i.e., my parents home]*.

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I Kidnapped My Son…

I kidnapped my son—or so I was accused. A funny story…grab another cup of coffee.

Two months after we agreed and signed our Mediated Settlement Agreement, Mark and I began making plans for our summer vacation. Carol had already filed a motion to clarify our Parenting Plan and had sent a copy of the proposed changes over to Veeby. One of those changes had to do with the duration of summer vacations with the children. Our Temporary Parenting Plan only mentioned ***"one uninterrupted week during summer"***—whereas the typical Parenting Plans allowed each parent to have the kids for two weeks of uninterrupted time during the summer, and our proposed changes aligned with *that* model. I expected to have plenty of time to discuss and mediate the difference. I knew that two vacation weeks each would benefit us both, but I needed to finalize travel plans—so, I sent Veeby a "heads up" email with our vacation dates:

> *May 22, 2008*
>
> *Veeby—Please be aware that Mark and I will use the weeks of August 8th and August 15th as our two weeks of uninterrupted vacation time this summer.*

I really wished Noelle would vacation with us as well, but she was still withholding communication.

During that time period, I was trying to play the *Game of Divorce* my way—i.e., *politely*. It was *[and is]* my usual preference in how I presented myself within the world. I made a reasonable suggestion regarding Memorial Day, and then also for the July 4th holiday:

> *May 24, 2008*
>
> *Veeby—If you would like to take Mark along for any type of Memorial Day get together that you might have planned, that would be fine. I can get him over to you. He can hang with me on Memorial Day, but I don't have any special get together plans for the day. As long as he comes back to sleep at my place on Monday evening, I am open to your taking him. Please let me know if you have any plans. Otherwise, he and I will hang out here. I would love to see and hang with Noelle if possible.*

Veeby quickly replied:

John—We will have family and friends over on Monday and would love Mark to hang with us.

Obviously, Veeby *was* receiving my emails…although her responses were rare. I figured out a way to incorporate her typical non-response as an affirmation:

June 29, 2008

Veeby—I've spoken with Mark regarding this coming Monday, July 4th. Since I have no festive plans for the day, and he will be sleeping at your place this coming weekend anyway, he would like to just spend the entire day at your place, enjoying whatever you have planned.

Unless I hear back from you, I will assume that it will be all right for him to spend Monday day and overnight into Tuesday at your place.[Going forward, and in an ideal world, it would be nice if you hit Reply and sent an affirmation that this works for you.]

I will plan on picking him up around 1 pm on Tuesday…prior to my beginning work.

She never replied. It seemed to work. Perhaps this was the new system—she could agree through her silence?

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Six (6) weeks after my initial communication—when I had not received any acknowledgement concerning *my* vacation dates, nor received *her* vacation dates information—I sent Veeby a follow-up email:

July 5, 2008

Veeby—I have not heard from you regarding this. It would be polite to reply a confirmation—it's called Co-Parenting—it's called communication. I have made plans for Mark and myself.

I then reached out to Carol:

Carol—I sent Veeby the email [above] back on May 22nd and haven't had any confirmation from her regarding this. I am not able to book reservations or make plans, since I don't know if she will throw a hissy fit and not have Mark around for me to pick up—possibly take Mark somewhere to get away. Please run this past her lawyer for acknowledgement so I can finalize plans. Thanks.

Carol politely asked Lawyer #3 for confirmation of vacation dates. We received no response. Several more days passed and I was running out of time to secure discounted airline tickets, so I wrote Veeby again:

July 9, 2008

Veeby— Mark and I have vacation plans that include air travel. I need his USA Passport as soon as possible to confirm our travel arrangements. Please give his passport to your newest lawyer—so she can get it to my lawyer—AS SOON AS POSSIBLE, please. Thanking you in advance for your timely response to this request.

Nothing…no response. As far as I was concerned, Veeby was behaving rudely and without consideration. I didn't care what Veeby elected to do or where she and Mark might want to go as long as she just let me know her dates—i.e., when would he *not* be with me during the summer. I expected the very basic courtesy of acknowledgement of my dates. With less than a month before my vacation time, I consulted with Carol. We felt forced into filing a motion to simply confirm summer time sharing. Carol informed Lawyer #3 of the upcoming filing and it was pointed out that Veeby could avoid additional legal fees by entering into an Agreed Order on the Motion. Of course, that would require some communication.

Still running out of time, we filed a MOTION FOR ORDER CONFIRMING SUMMER TIMESHARING which indicated very specific vacation dates. Veeby's camp simply wouldn't acknowledge nor discuss any of our prior requests.

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Several weeks later, we went through Veeby's Emergency Hearing in which the Guardian ad Litem was appointed on August 3rd—just one week before Mark and I began our vacation. Outside of chambers afterwards, Lawyer #3 declared that Veeby would "take" Mark for her vacation the week of August 8th…*[that upcoming Monday]*…and I could "have him" for vacation the week of August 15th. I was terribly upset. I had tried for the last 11 weeks to coordinate and plan summer vacation times. Veeby chose to remain SILENT instead of submitting a response. In the absence of any communication from her, I went ahead and made travel arrangements for Mark and myself. We were scheduled to fly out one week later, that next Wednesday, August 10th. Of course, the airplane tickets were non-refundable.

I take that back. I really wasn't terribly upset. It felt a lot more like I was ROYALLY TICKED OFF. At such a late date, Veeby was trying to control the situation and interfere with my plans. I had really,

really tried to avoid that very situation! We did *not* agree with Lawyer #3's declaration and I kept my vacation as it had been previously planned. Mark was to spend the upcoming weekend at my place per normal and then we'd begin our two weeks vacation time.

I forwarded my travel plans, airline itinerary and destination address to Carol's office, and allowed them to forward to Veeby. I was surprised to receive a rather pleasant email from Veeby a few days later:

> *August 5, 2008*
>
> *John—Kindly send me the itinerary of your plane tickets for your vacation with the kids including any accommodation information. Please be aware that the settlement agreement specifically allows only one week [7 days] of vacation time.*

I knew Veeby…*well.* After so many years together, I knew how she operated and what she was capable of. I was concerned that Veeby might try to interfere with Mark and my scheduled departure. Carol was aware of my concerns. She elected to withhold my departure plans for a bit longer, yet still reassured Lawyer #3 that an itinerary would be forthcoming prior to our leaving town.

However, since this would be the first summer of doing separate vacations with the kids, I tried to set a good example for Veeby to follow. I emailed her directly the Tuesday before we were to leave:

> *August 9, 2008*
>
> *Veeby—Mark and I will leave on our vacation travels this Wednesday afternoon, August 10th, 2008. We will spend the night in [city] since we leave so early on Thursday morning. I've attached the itinerary for our flights. We will be visiting my parents, [name, address and phone number included]. Of course, you have Mark and my cell numbers if there is an emergency.*
>
> *My week long vacation with Mark begins this Wednesday (10th) and will end next Wednesday evening (17th). We arrive back to [city] quite late on the 17th, but I am willing to drop him back to your location late on Wednesday evening...as soon as we can get back home from the airport.*
>
> *My original plan was to have Mark for these last two weeks of summer, as evidenced by my three prior emails to you. Unfortunately, you've chosen to not reply or communicate in any way.*
>
> *However, in order to maintain our rotating weekend schedule, I will pick up Mark on Friday, Aug. 19th at 2 pm from your location. This is my normal weekend with Mark and Noelle per the Mediated Settlement Agreement.*
>
> *I need your written confirmation that if I bring him to your location late Wednesday evening, Aug. 17th, that you will have him available for his regularly scheduled pick-up on Friday, Aug. 19th at 2 pm. If I do not hear back*

from you regarding this, I will assume you are agreeable with my just keeping him the one extra day before he begins his regular weekend time with me.

Additionally, it has been more than a month since I've requested Mark's passport be given to me for our upcoming travels. Please honor the intent of not only the wording of the MSA, but also your direct words to me regarding amicably Co-Parenting our kids by providing his passport immediately. He and I leave tomorrow, Veeby.

Please let Noelle know that I would have liked to have taken her with us on vacation this summer and am saddened that she has chosen to not communicate or spend time with me. I will look forward to vacationing with her in the future.

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Carol spoke with Lawyer #3 on the phone and explained my travel plans the day before my travels, Yet, #3 then sent an email full of inaccuracies. To the best of her ability—*poor thing*—Lawyer #3 tried to express a new version of vacation dates, and specifically control when Mark would be "returned" to Veeby.

It's worth taking a moment to explain the dynamics, however:

- Ever since May 22nd, I had been setting up my vacation time with Mark as an uninterrupted two week time period, which aligned with the Clarification Parenting Plan I expected would SURELY have been in place by then. It's misleading to write *"your client has had Mark throughout the past weekend…"*—somehow alluding they were "counting" that. That was my normal rotation weekend with Mark. That's why I listed my vacation times as the week beginning Monday, August 8th and the week of Monday, August 15th. I was not "counting" my normal weekend as part of the uninterrupted two week time period.
- Lawyer #3 may have had a conversation with Carol, but #3 obviously did not listen well nor understand what was said. I would still be on vacation and traveling back home on August 17th later in the evening. Carol knew this, had my itinerary and explained it to #3…who did not understand.
- Mark was not a piece of property that needed to be "returned" to Veeby…his rightful "owner."
- Lawyer #3 had somehow determined that once Mark and I were back from vacation, Veeby would then "have him" until the end of the month. WHAT?

- Lawyer #3 mentioned on several occasions how absolutely terrible it was that Veeby had not received a week of vacation with Mark that summer. However, her point was laughable. Veeby had every opportunity to plan whatever she wanted to as vacation time with Mark. However, her choice was to not communicate—AT ALL—then try to turn it around and blame me for her not getting a summer vacation? Absolutely priceless.

Drum roll, please: By the end of the same day, Lawyer #3 then changed their "vacation dates" once more and *added a twist.* She stated, *"In the event Mark is not returned [by their new date demands],* ***we will assume he has been kidnapped****."*

KIDNAPPED! *REALLY*? Is it kidnapping if you tell someone in advance when you're leaving town and where you'll be?

Carol replied, ***"We don't agree."*** You bet we didn't agree!

Mark and I got on a plane the next day and flew away. The lawyers continued to duke it out through emails while we were gone.

SMOKE & MIRRORS

Needless to say, but what a *crazy* time that was! One week or two weeks—it did not matter how much vacation time we originally agreed to or how many days we were trying to clarify in a motion before the court. Veeby was *not* in control of the situation and I believed that was driving her nuts.

Even though I'd let Veeby know months before that I would enjoy some vacation time with Mark during the week of August 8th, she called the police on Thursday, the 11th of that very week. Even though there was no agreement regarding one or two weeks of vacation time, *that* week was the first week of my requested vacation time with Mark.

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In the world of online computer gaming, calling the police would be considered a *"jerk move"* on her part—but that's what she did.

POLICE REPORT
[she first called 911 Dispatch]
Veeby advising she has 50/50 custody temporarily of her son. Father was supposed to have their 12-year-old son back yesterday…didn't return him and father called this morning and said he doesn't know when he's gonna bring him back and that they're in Arizona.
[then Veeby met with Officer]
Made contact with mom [Veeby] who stated she has custody of her 12-year-old son, however dad has visitation. Stated they are in the middle of a divorce and have temporary parental visitation. I attempted to contact John [ex-husband] and left a message. State she was to have son back yesterday and John stated they were going on a vacation.

Veeby called **911 Emergency** on Thursday, August 11th—the day we flew out. She misled the dispatcher with claims that I was suppose to have "returned" Mark to her the day before—Wednesday, August 10th. She claimed I then called her from Arizona and *"said he doesn't know when he's gonna bring him back…."* That's amazing to me. I guess giving her the travel itinerary with dates and flight times didn't count? As would be expected, I *never* called Veeby that morning—phone records easily disproved her assertion. We simply had a lay-over in an Arizona airport on the way to my folks place.

Once Veeby's call was transferred to the child custody division to retell her story, that officer was told and then reported that Veeby "has custody" and "dad has visitation." Veeby's spin of our time-sharing was manipulatively delivered and inaccurately suggested a different scenario to the officer than the truth of our Parenting Plan…either the temporary or clarified version.

That officer left me a message and I returned her call once our plane landed. Thankfully, she sounded dismissive about Veeby's rant after I explained what all was happening. I appreciated the officer's calming affirmations, since I had just traveled all day and was trying to relax and enjoy some down time with Mark.

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We take a break from the whole KIDNAPPING thread to report that Mark and I had a nice time with his grandparents. It was helpful for both he and I to escape the tornado-like drama back home. He didn't know all the details, but knew enough for it to be upsetting. Fortunately, our vacation let us enjoy a little calm. Unfortunately, it proved to be just the "eye of the hurricane." The rest of the storm would quickly return once we arrived back home.

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As vacation week drew to a close and our return travel loomed, it was still unclear how Veeby wanted to proceed. Even though she had not arranged any vacation time with Mark, I was still trying to be helpful by offering her some of my vacation days once we got back. The problem remained the lack of communication from Veeby's camp. Lawyer #3 *did* make sure to remind Carol to return the "property" I had on loan from it's rightful owner—i.e., *"Kindly remind John to return Mark as soon as he returns on Wednesday."*

Again, Mark is not a piece of property that I "borrowed" and needed to return. He was my son!

I instructed Carol to again offer my return weekend time, even though we'd already offered multiple times with no response from Veeby's camp. My concern shifted to whether Veeby would return to the normal time-sharing rotation schedule once school began. The upcoming Monday would be the first day of school and I felt that Mark should come back over to my place afterwards…per normal.

I spoke with Mark the evening before we flew home. I told him most of what was going on in an age-appropriate way. We both cried a lot. I knew we'd process more throughout our travel day.

The newly appointed Guardian ad Litem had made contact and wanted to meet Mark and myself early Thursday morning after we returned. Since we would arrive after 10:30 pm, then needed to get our baggage and drive an hour home, it was going to be a long day with an early morning. I really would have preferred to sleep in a little! However, I confirmed through counsel that Mark and I would be there for our GAL interviews.

Mark and I traveled back on Wednesday, August 17th. Since we were already "in the air," Carol left me a confirmation message that

Veeby had accepted my offer to take Mark that upcoming weekend. *Why* was that so difficult? At least we had a civil reply…whew! That only took a couple of months.

However…Veeby remained the unknown variable in the equation.

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As Mark and I got off the plane and walked towards the concourse and the baggage claim area…all of a sudden…*we froze.* Standing at the end of the secured gate area was Veeby! Since I had been "above board" and given her our travel itinerary, she chose to meet us at the airport. She had traveled one hour north to meet us at 11 pm at the airport…wow! I was still technically on my vacation time with Mark. He and I had an early morning GAL meeting. The lawyers had finally agreed to a time-sharing arrangement.

Mark and I were standing in the middle of the corridor between the loading gates and the concourse. I knelt and spoke with Mark—I said that it looked like mom was there to pick him up—and how we didn't want to create a scene at the airport, so if she asked, just go with her and we'll figure everything out later.

We walked out of the gate into the concourse, but Veeby did not greet us. Instead, she grabbed Mark by the hand, turned and briskly led him away…from *me*…essentially ending our vacation on a bad note. I called out to her while she walked away *[with Mark in tow]* that he had a Guardian meeting the next morning at 10 am. She would not turn around or reply, but kept on walking away. I called out again—that Mark had luggage to pick up, but she did not let him get his luggage. She and Mark got into the first elevator she saw…and they were GONE!

I purposefully did *not* alert the airport security. They were standing around in the area, but I thought it would make an even bigger scene in front of Mark. Veeby simply came and TOOK what she felt was rightfully hers. She claimed *her baggage*, but wouldn't let him get his. She should not have ended my vacation time with Mark like that. I felt her behavior to be an act of the utmost cruelty. I believed it was confusing to Mark, plus it was not what had been agreed to between our lawyers. She did not have the right to do that. Her actions felt mean and cruel, and placed Mark in an awkward position.

I got all our luggage and cried while driving back home. Sleep deprived and emotionally drained, I still met the Guardian the next morning for my initial meeting. *I'm sure I recounted the events of the last evening.* Mark never arrived for the meeting. I found out that Veeby had called and rescheduled Mark's meeting for a time when she could bring him. Just as I offered, Veeby then spent that weekend, the remaining days of summer, with Mark.

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The Sunday evening before the new school year resumed, I received a text from Mark which said, *"It sounds like mom is wanting me to go to her house this Monday and Tuesday."* I replied, *"Ok...do whatever mom says...this way you are not placed in the middle...I'll take care of things on my side...good night, son."*

I contacted Carol on Monday morning, who then wrote Lawyer #3 an email identifying Veeby's intentional violations of all aspects of shared parental responsibilities and Co-Parenting, inclusive of telling Mark to return to Veeby's house on Monday after school.

I was getting tired of Veeby's tactics. There was no dialogue or negotiating or communication. It appeared like it didn't matter what any legal document said or what her legal counsel represented. Veeby was going to *take* Mark after school—just like she *took* him at the airport. Her behaviors reminded me of a bully I once knew in grade school who often said, *"What are you going to do about it?"*

I **knew** what *she* would probably do. She'd arrive early and check Mark out of school. So I gathered up the needed legal documentation and went to Mark's school. Just as I suspected, Veeby's car was already parked outside—one hour before the end of school. As I headed into the school office, I walked past her car where she was sitting inside. I found the school's Resource Officer *[police]* and explained the situation. Five (5) minutes before school was over, he and I retrieved Mark from class and walked together to my car. Veeby got out of her car to meet us and explained to the officer that she *"just wanted to see how his first day of school went."*

That's perfectly reasonable, right? Yes, but read between the lines!

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The Wheels on the Bus

The Wheels on the bus *went* round and round—until Veeby threw down so many obstacles in the road that the bus was brought to a complete halt. This is one of the most ridiculous threads in the book, spanned more than nine (9) months, and was steered by Veeby with navigational assistance from two of her lawyers. Buckle up and hold on for a *very long* and bumpy ride.

After my time at the condo, I moved into a house which had bedrooms for Noelle and Mark, and space enough to teach my private piano students. As the crow flew, the new house was only a mile away from Mark's middle school and half that to Noelle's high school. The problem was the crow could fly over the streets to get into the new gated community. The rest of us had to go all the way out and then back around.

All the children rode a school bus at one time or another. By then, Noelle was grabbing a ride to school with a friend, but Mark still rode the bus to and from school most days. However, he and I were about to enter uncharted territory—filled with transportation woes.

The newly mandated 50/50 time-sharing schedule wrecked havoc on Mark's school bus transportation. Actually, that's not *entirely* true. As long as he continued to catch the bus to and from mom's place, nothing would change and all would be well. But if he tried to use a bus to my new place—that proved to be a problem. Once Veeby discovered that potential vulnerability, she then made it her mission to gouge and enlarge the problem as much as possible…*truly*…anything she could do to add fuel to the fire. Let me explain.

The time-sharing schedule meant I regularly had Mark on Mondays and Tuesdays during the week, and every other Friday into the weekend. Getting him *to school* in the mornings was not an issue… I could drive him. However, Mondays and Tuesdays was when I taught my private piano students…*after* school. I *began* my teaching work immediately after school and into the evening hours. A trans-

portation problem arose because I was already teaching when Mark got out of school. There was no easy way to get him from school back over to my place.

Being a resourceful kind of guy, I began to explore options. Mark could always just walk to my place after school—it was a little bit of a distance, but doable. Hey, it would be some good exercise for the kid. *[Why, I remember walking uphill to school…both ways…through six feet of snow…yada, yada.]* However, there *was* a school bus stop at the corner of my new place. It would be easiest for him to just catch that bus. Easy…problem solved! Except, there was still that unknown variable in the equation—i.e., *Veeby.*

I discussed the issues and options with Mark and we decided to see about his simply walking back to my place after school. We researched the distance, printed out a map, drove and traced the path he would walk. We decided to give it a try the very next Monday after school—Mark would walk back to my place while I taught my first student. As fate would have it, my student was late that Monday, and eventually canceled the lesson, so I called Mark and started to drive over and pick him up. He said, *"No, no, no"*…he wanted to find out how long it took him to get home. So, I let him walk. I texted him several more times before he arrived home. It took him longer than he thought. He was sweaty and tired but he'd done it. A big "accomplishment grin" shone through his sweaty grime. However, we both agreed *that* wasn't an ideal solution. The next day, I would explore getting a bus ride for my son.

However, later that Monday evening, I received an email from Veeby:

> *John—Mark informed me today that you told him to walk to your new place when he finished with school today. Based on what Mark informed me you live in a house which is more than a mile distance from his school. I suggested to him that he take the school bus home as normal and you could pick him up later at the house. I informed him it is not safe for him to walk more than a mile to your new place and it would be in his best interest if you come pick him up at the house after school. It is imperative at this time that Mark not be asked to do more than his fair share in this separation. It would be easier on him if on Monday's you let him ride the school bus home and then you pick him up at home given that he will need to come home anyway to pick up clothes that he needs to stay over with you on Monday and Tuesday.*

I didn't appreciate Veeby's "helpful" suggestion. All I heard were the hidden overtones to "just do things her way"—and that I wasn't doing things "correctly." After being with the same partner for so long, it was easy to know what was really being said versus what was written.

Mark and I were simply creating our new routine. We were working out the transportation situation together and we just needed time to figure out what worked and what didn't work for us. His walking that day was our first attempt at the new house—and we'd already determined it wasn't the best choice. Besides, even though I was teaching in the afternoons, at least I was working at the house and Mark would be there. We'd see each other during the in-betweens—him getting a snack or my having a break—perhaps a later dinner together. If he were to take the bus and go to "her" place, I wouldn't see him at all until I went to pick him up…and then come back to my place just in time to go to bed? No thank you.

Then there was the suggestion of Mark's "home" being at *her* place…our "marital house"…and he only needed clothing to "stay over" with me? REALLY? The semantics of her word choices were not lost on me. I heard, *"…let him ride the school bus* ***home****…"* then, *"pick him up at* ***home****…"* and *"he will need to come* ***home****…"* There was no more singular "home" as it had been. Going forward, there would simply be "mom's place" and "dad's place." That was our *new* normal and soon would become just *normal*.

The next morning—*the day after Mark had walked home from school and before I could even call to find out about bus options*—Veeby wrote Lawyer #2, and cc'd Carol and me:

> ***Subject: Mark walking to John's place***
>
> *Lawyer #2—Mark told me it took him 1.5 hours to walk to his father's new place on Monday after school. This is unacceptable. The temporary parenting agreement grants me the right to object to situations that are not in the best interest of Noelle and Mark. This is not in Mark's best interest. I suggested to John through an e-mail that he allow Mark to ride the bus home on Monday afternoons and he can come pick Mark up at home when he has a break from his teaching. He has chosen once again to not act in the best interest of our son but in his own interests. It is 3.79 miles from Mark's school to John's new place. It is inconceivable to me why Mark should have to walk to John's place when it would be easier and safer for him to just take his normal school bus home and then be picked up at home by his father later*

on. At this point in time I believe we need an emergency hearing with the Judge to address how John's behavior is detrimentally affecting Mark.

Wow! Here's my simpler "male perspective." Mark tried walking to our new house after school on the *very first day* after we'd moved in. Instead of being gracious and letting Mark and I figure out what would work best for us, Veeby interfered and suggested she needed *"an emergency hearing"* because *"John's behavior is detrimentally affecting Mark."*

Once again, emails flew through the fiber optics of the internet between the lawyers. Carol pointed out how ridiculous the situation was and Lawyer #2 suggested that I was not concerned with Mark's "best interest."

SMOKE & MIRRORS

So much for his walking back to my place. We'd tried it and we didn't like it either, but the flurry of emails and expressed opinions that followed—oh, my! For the next couple of weeks, Mark and I continued to work on our after school transportation problem. I spoke with so many people within the school system's transportation department, trying to get approval for Mark to simply catch the bus that stopped close to my place. All the kids from the neighborhood were picked up and dropped off every school day, so just let Mark get on the bus also. It sounded easy, but there was so much bureaucratic red tape to make that happen. There was great concern regarding the procedures of bus assignments—without consideration of the common sense aspects—OMG!

The school system worked on the following premise:

One child = One address = One bus route assignment.

Even though the divorce laws in our state had changed many years before, the school system had no policy in place to deal with families that had 50/50 time-sharing of their children. Evidently,

One child = **Two** addresses = **Two** bus route assignments…

DID NOT COMPUTE!

In the meantime, Mark and I tried something different. I temporarily moved students around, which allowed me time to pick him up. However, getting caught in the very long car pick-up line at this

school was problematic. Once your car got into the fenced in school pick-up line, *you were stuck*. He and I figured out that if he'd walk out of the school and down the sidewalk to the "Dog Park," I could swoop in, pick him up and get back to my place in time to teach. It was a plan…so we tried it.

Of course, then Veeby wrote another email:

> *John—Mark told me today that he again walked from school and that you picked him up at the Dog Park. I want to check with you to verify that that is what happened. Mark's school is aware that he is to ride the bus or be picked up by you or me, he is not to be a walker.* ***I know that you want to do what is best for our son****, as do I. I do not believe it is in Mark's best interest for him to walk on Mondays to your house or anywhere else. I understand that you cannot pick him up when he gets out of school. If you are unable to pick him up I could pick him up or if neither of us can then he should ride the school bus home like normal and you can pick him up from the house when it is convenient for you later on. I know that what is best for him is to have him be safe. I would hope you would agree with this. If not then we should take the opportunity that your lawyer is requesting to go before the court and the Judge to clarify the time-sharing plan and request that it be written into the time-sharing plan that on days when Mark goes to stay with you that he be picked up from school by you or he will ride the school bus home and you can pick him up when it is convenient for you.*

Since the Extension of the Restraining Order had *finally* passed, I was finally able to communicate with her directly—without the threat of jail time or a permanent Restraining Order put in place because I'd "violated" the Extension and talked to her— so, I took the opportunity to write her:

> *Veeby—Because I've been prevented from direct communication with you for quite some time, I have not been able to let you know what has been happening with Mark's bus situation. Let me fill you in a little.*
>
> *Mark did not walk to my house today. Due to a cancellation in my work schedule, I was able to pick him up. I had him walk to the Dog Park and he waited for me there. The very first day he walked to my house…and the* ***only*** *day he's ever walked all the way…took him a long time, but it was by his choice. I had asked him to walk…shown him the path and sidewalk to use, etc…but had a last minute cancellation, so I got in the car to pick him up. I was driving towards him and called him…he said he wanted to walk it to see how far/how long it was. So, I turned around. He and I texted back and forth three more times during the next 45 minutes. I was in contact with him…he was not in harms way. It's just a transitional time while we all get into a new "normal" routine…that's all.*

I have been trying to get his bus schedule arranged with the school system for weeks. There is a bus that stops directly in front of my development, but they are throwing up roadblocks and won't allow him to get on the bus. I am dealing with this issue. I have explained this directly to Mark.

I appreciate the concern for Mark. I am not putting him in harms way. I never have and never will. I am working on the change of transportation during this transitional time. It will hopefully be corrected soon.

She replied:

John—No one prevented you from direct communication with me regarding parenting our children, in fact it was clearly written into the now expired restraining order that we could communicate on matters regarding the mutual parenting of our children. Nonetheless, I wrote you a previous email specifically stating my objections to your instructions to Mark that he should walk to your new home. I suggested that if you could not pick Mark up he could take his normal bus home and you could pick him up at home. You did not communicate back with me and chose instead to make him walk or let him walk. Mark should not be walking alone from school whether you are texting with him or not. It is not safe. Since he already has a bus route that brings him to his home, the situation of keeping him safe can easily be remedied, he can ride the bus home and you can pick him up later....as I have suggested before on my emails. I ***appreciate you attempting to get another bus to take him to your new home but that is not set and until it is*** *we must act in the best interest of Mark. Again I reiterate, the safest and best thing for Mark is for him to be picked up by you or me or he rides his normal bus route home. I do not understand your resistance to this simple resolution, nonetheless I have contacted my lawyer regarding this situation and await your decision to resolve this amicably.*

Let me see…what was my *"resistance to this [her] simple resolution?"* Why didn't I just *defer* to her way of doing things…in order to keep the peace…at all costs? *Been there, done that…no thanks.* I wasn't making a choice to oppose her wishes, but was simply making a different choice in how to handle my school transportation with Mark. I believed our old dance steps were still ingrained within Veeby, who could only see my not doing things *her way* as a threat against her… I guess…who really knows? That was not the case, but just try talking to a tornado as it whirls by. They don't listen too well—they just leave a path of destruction.

However, Veeby was mistaken regarding any *"direct communication."* At the Restraining Order Hearing, the Judge clearly stated, ***"You can communicate as to any emergencies concerning the children. And other than that, communications need to be through counsel."***

As diplomatically as possible, I replied:

Veeby—Please be advised that I will take care of Mark's transportation needs on the days he spends with me...thank you for your concern. If I should need your assistance or want your opinions with future transportation issues, I will be sure to contact you.

As would be expected, Veeby didn't appreciate my taking care of matters…in any other way than HER way. So, she tattled on me to *her* lawyer, who wrote *my* lawyer—making sure to mention all the perverts and predators that might be hanging out in the Dog Park, willing and able to grab up our precious bundle of joy. Jeez!

Things were not as they appeared. Veeby and her counsel were both screaming about walking to Dog Parks and predators and implying how unsafe it was…and Mark was *too young*. Nonsense! I measured the distance he walked from his school to get to that Dog Park. It was exactly 1/4 mile. One quarter of a mile is exactly the distance from stop sign to stop sign on the street where our "marital house" was located. Mark regularly walked the family dog down that street all by himself…and often all the way around the block…it was one of his chores. Veeby wasn't too concerned about our 11-year-old Mark being grabbed up by some bad guys when it was time to walk the dog. She did not express those concerns when Mark hung out at the Mall with his friends, either.

The *two times* Mark actually walked to the Dog Park, he crossed to the other side of the street at his school with two crossing guards… *along with other kids from his school*. He then walked down a sidewalk… *along with other kids*…to my waiting car. Any inference that he was waiting for a long time…or standing all alone in some vacant park… was completely false. He walked with other kids to a place where other kids were also being picked up by their parents. Pure silliness, but it created a nice batch of mud to sling.

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Since my phone calls weren't producing any positive results, I wrote the Director of Transportation Services for the school system:

TO: Director of Transportation Services

FROM: John, recently divorced parent of bus riding student

RE: Bus Route Hardship Exception and/or Policy Change needed, per Court ordered 50/50 Timesharing Parenting Plan for Divorced Parents

Director:

I need your help to resolve a school bus routing issue for my 11-year-old 6th grade son, Mark. Having recently gone through a divorce, both my ex-wife and I live within the same school zone for Mark's middle school and Noelle's high school. [My 16-year-old 10th grader, Noelle, is not currently impacted by this issue].

I have been informed that the current School Bus policy is to allow each student only one bus route assignment per one student address. However, this policy does not take into account recent divorce law changes in our state, which now recognizes children as having two residences when there is a Family Court Order stating the parents have 50/50 time-sharing of the minor children. This is exactly my situation. I have been trying to resolve this issue by phone for the last month, working my way up the authority chain to you. I have not yet been afforded a return phone call from you or your office regarding this matter.

As you are aware, school districts are state mandated to provide transportation for K-12 students in a public school who live more than a reasonable walking distance [2 miles] from school. Having just moved into this area/development [under whatever circumstances], I'm simply trying to line up bus transportation for my student, but am being denied.

My residence is: [address]. Her residence is: [address].

My new house is over 3.0 miles away from Mark's school. My ex-wife's house is approximately 2.8 miles away. Mark is currently assigned the bus route that goes to my ex-wife's house. Our court ordered time-sharing Parenting Plan schedule dictates that Mark spends Mondays/Tuesdays with me, Wednesdays/Thursdays with her, and we alternate weekends. This means that 2-3 days each week he needs to ride the bus back and forth to my house. He is old enough and mature enough to get on the correct bus on the appropriate days.

My request is to simply allow him to board an existing bus route [route #123 or #456] which comes directly into my development. This request has been denied. I have been told of the existing policy of one student/one address/one bus route, as well as being told there is "no seat availability" on the bus. Mark and I have seen the bus...there are fewer than five students riding the bus. How does the school system deal with families that move into a new school area during the middle of the year? Aren't there seats left available on each bus route for just such instances?

I am a private piano teacher who is working/teaching during the after school hours and am not able to stop work to get my son from school. He has walked to my house [once] and it took him 1.5 hours. This situation has created a terrible hardship on me. I have moved into a new area, live 3 miles away from my son's school, am working during the after school hours and am not being allowed bus transportation for my student?

My research indicates that many school systems across the country already have a policy in place for this very situation. Please check out either Moon County or Apple County's 50/50 time-sharing policy for divorced parents needing two bus routes. Indeed, Moon County's new policy specifically states:

> ***"Middle and high schools students are capable of determining the appropriate bus depending upon whether they are staying with the enrolling or non-enrolling parent. Therefore, if the non-enrolling parent lives in the same middle school region or high school attendance zone for the assigned school, bus stops will be designated for the enrolling and non-enrolling parents' addresses."***

The top four largest school districts across the country [New York, Los Angeles, Chicago and Miami] have public transit options for their students to access…in addition to many school bus options. For those students who divide their time between parents, they have more options to get to each parent on the respective days. In our school system, students that are impacted by 50/50 time-sharing Parenting Plans are much more limited in their options.

The current school system policy has placed additional stress on our already separated family. Since our school system is rather large, I believe it is time to readdress the current policy—which is not very family friendly—to reflect the most recent divorce laws regarding 50/50 time-sharing Parenting Plans. This would help alleviate additional stress for divorced parents with children within the school system.

I am requesting an immediate Hardship Exception for my son, Mark. This continues to be a major issue in our lives until we can get this resolved. HELP!

I never heard back from the Director…only from her secretary:

Dear John:

This is in response to your email in which you requested an exception to the current policy guidelines. It's the State Department of Education which sets these guidelines and not Transportation Services. Under current guidelines, the Department of Education will only recognize one legal address registered to the student. This is the address on which school bus transportation is based on. These guidelines, unfortunately, do not make any provision for divorce situations at this time. I would suggest writing to your state representatives to address this issue for you, as it must be changed at the state level. We wish you luck in your endeavor.

After a month of pursuing a remedy for my transportation problem, I got what seemed like a "passing the buck" response…and I felt slighted. Luckily for me, I found a kind and *gentle voice of reason* within the Transportation Division at the State Department of Education. She gave validation to my concerns and helped me understand the difference between the DoE's provided "guidelines" versus an actual

"policy" the school systems would have to abide by. My school district probably hoped I'd go away. Instead, I responded:

Director of Transportation Services:

This email is in response to your secretary's reply on your behalf.

I have spoken directly with the Department of Education as part of my researching this issue. While their master student database may only accept one physical address, each school district can choose to transport whoever they want to, to wherever they want to, and at anytime they want to.

Regardless of where the bus is going, or the number of buses that are assigned, the district will be reimbursed for my child, because my child is eligible for transportation. Our school system will be reimbursed the same amount of money regardless whether my child rides one bus or ten buses. That is the districts' decision. The State does not set district policy on this issue, only ***guidelines****, which are just that—guidelines. While the Department of Education may recognize only one legal address, that has nothing to do with transportation services at the district level.*

Obviously, Moon and Apple Counties have identified the situation and responded accordingly by establishing policy and procedure. They were not required to consult or get that policy approved by DoE…it was something they acknowledged and appropriately put into place.

It is entirely feasible to simply allow my son to ride the existing school bus back to my house on the required days. There is no additional liability issue for the district...he would be on one of two buses should there be any issues.

It is entirely possible that the transportation office does not want to open up this "can of worms," fearing that others might come forward with similar situations. However, it IS an issue that must be revisited and addressed by changing this district policy.

If it needs to boil down to simply giving my son an Exception, then just do that. This is a hardship…I'm not making this up…my child is eligible to receive busing to his school…I cannot pick him up from school and he has to walk THREE MILES to my house.

At this point, I EXPECT A HARDSHIP EXCEPTION be given to my son, beginning this coming Monday.

I will contact my state representative regarding this issue, per your suggestion. However, if this is not remedied by the end of business TODAY, I will also contact the media and my lawyer.

The school district is NOT being forbidden to place my child on a bus to my house. This is entirely the school system's decision.

Both Carol and I wrote my congressional representative, who put me in touch with a school board member. The congressman later followed-up with the school board member and was told they were "*working on the issue*" and "*investigating*" how full the bus was going and

coming. Hey, I was just hoping the shotgun approach would get some kind of a hit.

Meanwhile, Veeby was busy contacting Mark's school regarding his transportation on *my* days. She simply would not hear that it was *my* issue to figure out…and that she should just back off. Mark told me the 6th grade counselor came to him the next Monday and asked how he was getting home. Separately, Veeby had already told Mark to NOT walk to the Dog Park, but to get on the bus to her house. I felt badly for Mark—two parents telling him two different things. I didn't know what I could do as she meddled behind the scenes with arrangements I'd made directly with Mark. I was responsible for him on Mondays and Tuesdays, but because I wasn't doing things the way she thought I "should"…she was stoking the fire.

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I had given the Director of Transportation Services a deadline to remedy my situation, but never heard back. So, I then followed through and submitted the following story to several TV stations and newspapers:

School System is NOT FAMILY FRIENDLY!

I am currently fighting the school district to simply obtain bus transportation for my 6th grade son. I'm recently divorced and have moved into a house that is in the same school zone, but is three (3) miles away from his school. State Statutes requires the school system to provide my son transportation, but they will only recognize my ex-wife's address and claim they are already providing transportation to THAT address, so they don't have to provide transportation to MY address. I am only asking for my son to get on an existing bus route that comes directly in front of my house.

Our state divorce laws were changed years ago to 50/50 time-sharing by both parents as the ideal, which is what I have in place. Two to three times each week, my children are with me and two to three days each week, they are with her. The Family Court has degreed that my son has TWO legal residences, yet the school system will not give me a Hardship Exception, nor will they change their procedures to accommodate this situation. They do NOT have a written policy on this...and they have the ability to adjust this for families in my situation, i.e., families of divorce.

I have been trying to remedy this since March and have only gotten denial after denial. This is a hardship on me. I am a dad who is at work after school and cannot get my 6th grader from school.

I have six more years of dealing with this situation until my youngest graduates. It seems inexcusable to me that the school system is playing a game with families of divorce, by not adopting an actual policy that addresses and helps families like this.

Both Moon and Apple Counties have adopted appropriate policies...without needing Department of Education clearance...yet, our school system will not even consider it.

A local TV station contacted me:

John—I have contacted the school system regarding your situation. They told me that the district sent you a letter explaining that, although there is a bus route that would work for your home residence, all of the seats on that bus are full. They told me that they are continuing to research other possible solutions at this point.

I replied:

Thanks for getting back to me. Actually, they have not yet sent me any letter. I have only heard from my school board representative's secretary that "they" would be contacting me, but as of now, no other contact has been made.

Even IF all the seats are taken—which I do not believe to be accurate—there are TWO buses that come into my development, so it would still be closer to have him catch even the "other" existing bus route to my house.

That being said, there is no written policy within the school system. There is only their normal procedure, but this is not State mandated as they claim.

Additionally, I cannot be the only parent in this situation. The point being, just what does the school system do when a new family arrives in the area and needs bus transportation? The school system usually leaves extra seats for just such occurrences—which is what the North Area Transportation Supervisor told me—but they are not affording me one of those seats.

I am absolutely at wits end.

To which they responded, *"We will let you know if we decide to do a story."*

• • • • •

Curiously, *after the TV station contacted the school board about my situation*, I finally received the Hardship Exception from the Director of Transportation Services…YEAH! She and I actually spoke on the phone and she seemed *much more sympathetic* to my plight. She confirmed what I had already found out—Mark's current bus transportation *[to mom's place]* included *two different buses*—**Bus 1** picked him up in the mornings and **Bus 2** dropped him off after school. *Two buses*, but really just *one route*…to and from the marital house. The Director would add Mark to an existing bus route over to my place the very next week—once she ran things past the Superintendent of Schools.

I then called the Superintendent of Schools directly, spoke to his Assistant and explained my situation. They were going to coordinate with the Transportation department and get back to me. Except, I later learned that the Assistant immediately called Veeby…to request

a letter from her which granted "permission" for Mark to utilize bus service to *my* place.

Wait…WHAT? I wrote the Superintendent:

Per my discussion yesterday with your Assistant, please find attached a copy of my Parenting Plan which clearly shows that I am solely responsible for any and all transportation regarding Mark on the days that he is with me. This is exactly what I am trying to do...arrange transportation for my son from the school system.

Your decision to request a "permission" letter from my former wife is completely unnecessary. It is also difficult for me to not take the action as insulting. You do not need a letter from my former wife giving me permission to take care of our child, Mark. My responsibility for Mark is clearly spelled out in the attached Parenting Plan.

There is no additional "liability" issue for the school system. If there were an accident, Mark would be on one of the buses assigned to him on that day. The school system's liability concern is not to get permission from Veeby—she will be informed through her and my communications—but to take care of MY parental rights by providing bus service to my son—which I have been requesting since the beginning of March.

This additional step only continues the hardship for me.

I am planning on having Mark use the bus TODAY to return to my house for the weekend.

I appreciate and am thankful to both you and the Director of Transportation Services for allowing me the Hardship Exemption for the remainder of the school year, per my conversation with the Director. However, please be aware that I will have the exact same scenario arise for the next six school years, until Mark graduates.

The school system will have from now through the summer months to formalize and update a policy for ALL divorced parents within the school system in this exact same situation…50/50 time-sharing Parenting Plans. This is not a difficult task. Please feel free to use either Moon or Apple County's existing policies as a template.

The Superintendent's Assistant forwarded me the email Veeby wrote to her…after their conversation the previous day:

Dear [Superintendent's Assistant]:

To follow up on our phone call today, I am documenting to you that I do not want Mark's primary address to be changed to my husband's new address and do not want Mark taking three different school buses during the week, as you explained would have to happen for Mark to be able to take a school bus to his father's house. I want Mark's bus route to remain as existing and his drop off and pick up to remain at his primary residency which is my address. I am not in agreement that Mark should have to take three different buses during the week when, as I explained to you and you also explained to Mark's father John, the best thing for Mark would be he take his existing bus home and his father pick him up at home when he is able to. This would be

less disruptive for Mark and be the safest option and be in Mark's best interest. I appreciate your call today and attention to this matter.

What a mess! The Superintendent's office should have NEVER contacted Veeby. That only gave her the opportunity to prevent bus transportation for Mark to my house. Veeby then sent a letter which essentially denied her "permission," thus allowing her to put Mark's bus transportation to *my* place on permanent hold! *Of course* she denied her permission! She threw down obstacles every chance she could. The Superintendent and school system seemingly didn't understand the legalities of how 50/50 time-sharing worked. They appeared to be stuck in the older model of "primary" parent and address—which Veeby misleadingly referred to in her correspondence…consistent semantical games.

I had been a responsible parent and worked to receive a Hardship Exception, and Veeby took the opportunity to block it. Because of her actions, the school system said they would not "allow" Mark bus transportation to *my* place until Veeby gave *her* permission.

Just to be clear, I never asked the school system to change Mark's address. They were simply *adding* my address as an additional "legal" address. The Superintendent's Assistant later told me that she and Veeby had not spoken in terms of changing Mark's "primary address" at all, so it's unclear why Veeby used those older code words. Also, notice her use of all those hot button code words. Veeby wrote *"…the best thing for Mark…"* and *"…less disruptive…"* and *"…safest option…"* and *"…in Mark's best interest."*

Writing about *"three different school buses"* was also misleading. The inference that it would be confusing for Mark or would not be safe… was just muddying up the waters. There would be two bus *routes*… one to her place and one to my place. My route would use the same bus on both legs of the trip. Her route would use two different buses to complete the task. Her having two buses was of no concern, provided it was transporting Mark to and from *her* place. Veeby played up the angle of her son having to take *three* buses…Oh My Goodness …poor little boy!

The fact remained: I worked hard to secure bus transportation from the school district on the days Mark was with me. Even though Veeby had previously written, *"I appreciate you attempting to get another bus to take him to your new home but that is not set and until it is we must act in the best interest*

of Mark," the moment she was given the opportunity, she prevented Mark's access to a school bus to my place. So…

- his *walking* to my place wasn't acceptable to her;
- his being *picked up* at the Dog Park wasn't acceptable to her;
- his *transportation by bus* to my place wasn't acceptable to her.

The *only* acceptable solution was to do things HER WAY—i.e., have only one bus route assigned to her place *[his true "home" with her]* —which took away some of Mark and my time. There would be the added inconvenience of my needing to go pick him up from her place later in the evenings after my work, of course—but that was an acceptable risk she was willing for me to take. Nope, there were no CONTROL ISSUES going on at all.

Once more, Carol wrote a letter to Lawyer #2, knowing its probable impact—i.e., zero impact.

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The TV station's interest helped secure the Hardship Exception. Then, a local newspaper expressed interest in doing a story as well. A reporter came over and spoke with Mark and me. The reporter also wanted to speak with Veeby, so I sent her a "heads up" email:

> *Veeby—Someone from the local paper will be contacting you regarding the bus transportation issue. They've picked up on this story and will be publishing it this upcoming week.*

That newspaper article was published and took on a life of it's own. It was quoted, linked and summarized across the internet. Here's a compilation of those online summarizations:

> *A father is frustrated by what he says is a lack of cooperation from the school district in getting his son on two school bus routes during the week. The extra route is necessary because the man has split custody of his son with his estranged wife, he said. District officials say they won't budge on their busing policy.*
>
> *The man and his wife separated earlier this year. They agreed to a shared custody plan for their two children where the man gets the children every Monday and Tuesday, the woman gets them Wednesday and Thursday. The children alternate homes on Fridays, Saturdays and Sundays. The father said he asked the school district to add his 11-year-old son to an extra bus route from [school] so that he can ride both to his house and his ex-wife's after school. That way, the father reasoned, he would not have to cut into his work*

income as a home-based piano teacher to pick up his son or lose custody time by having to pick up his son from his mother's later in the evenings.

But the district was reluctant to agree to his request. In keeping with state guidelines, most school districts only recognize one legal residence for a child and arrange busing from that location. Most divorce mediators and attorneys simply advise divorced or separated parents to work out school transportation between themselves.

The school district did offer a hardship exception to the man, which would have required an available seat on the bus route that leads to the man's home and a letter from his ex-wife granting permission. But the ex-wife refused, saying it would be better for the son to wait at her home after school until the husband came to pick him up. The man said that would violate his right to custody and criticized the district for not doing more to help him.

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Two weeks went by after the article was printed and there was no further movement by the school system. Seemingly, we were at a stand still. I decided to write the members of the School Board:

School Board Members:

There is an issue regarding bus transportation for my 6th grade son, Mark to his school which has yet to be resolved. I have been trying to resolve this since moving into the area on March 1st. I need the School Board to take action on this issue.

Over the last several months, I have clearly explained this issue and the reason it should be a non-issue [previous letters attached]. I have been met with denial after denial of my request from the Transportation Services Department, Director of Transportation Services office and the Superintendent of Schools office. Not until the media got involved did I finally receive a bus assignment for Mark, only to have that offer placed on "permanent hold" by the Superintendent's office. This is absolutely absurd.

Bullet points:

- *Due to a divorce situation, I have moved into the [specific school] zone, where my 6th grade son, Mark, attends.*
- *I live three (3) miles away from the school.*
- *Per [State] Statues, Mark is entitled to ride a school bus.*
- *There are two existing bus routes that already come into my development; Bus #123 comes right in front of my house.*
- *There is NO WRITTEN POLICY in our district that would prevent Mark from a bus assignment. [I've confirmed this with [name] in Public Affairs office].*
- *State Department of Education provides transportation* ***guidelines****, not mandated policies. None of the guidelines prevent my son from having bus transportation to his school.*

- *This issue has been viewed through a "divorce" filter, which is inaccurate. I have moved into the area and my son's address is legally my address.*
- *This situation of 50/50 time-sharing of minor children has already been effectively dealt with in other counties. This would be an easy policy to review and adopt by the School Board.*

The School System's Transportation Department has dealt with this situation terribly. During a turbulent time in our family—when I am trying to create consistency within our new family routine—I have had to deal with this bus transportation obstacle.

I am not a dead beat father. I have always been very involved in my children's lives. They have all been placed in the "highly gifted" programs. As an musician, I work primarily from home and have been a constant in their daily home lives. I do not feel that I am asking for any special consideration.

I am not asking for any type of "additional" transportation. If I lived outside of this school zone, it would be my responsibility to arrange transportation to Mark's school, of course. But that is not the case here. I live in the same school zone and there is an existing bus that goes in front of my house. There IS seat availability on this route number, per my conversation with the Director of Transportation Services.

The Superintendent's office made a decision to contact my ex-wife for "permission" to allow our son to ride a bus to my house on the days he is court approved to spend with me. I supplied the Superintendent's office our existing Parenting Plan which clearly shows my responsibility for Mark on the days I am requesting bus transportation. I was informed that to cover the school system's liability, they needed to secure "permission." This is totally inaccurate, per court documents that have already been signed by the Judge. It is not necessary, nor appropriate, to contact Mark's mom regarding this. Of course, she has denied her "permission," but not in the best interest of our son, but more so to just complicate things per the divorce situation.

I was then informed that the bus assignment I had received was placed on "hold" until my ex-wife gave her permission. That is absolutely ridiculous. She should have never been contacted. She does not have any authority to "deny her permission" on this matter. As his parent, I am responsible for arranging this transportation on behalf of Mark, which is what I've been trying to do since March of this year. I am responsible for keeping my ex-wife informed in our communications, not the school system. The Superintendent's decision to include her is based on a faulty understanding of an existing court ordered 50/50 time-sharing Parenting Plan previously signed by the Judge.

The existing Parenting Plan does not place the school system in the middle of our divorce situation. In no way is the school system "liable" for making sure both parents are informed about our children. Both his mom and I have full, 100% rights as Mark's parents.

What needs to happen: The School Board needs to use this situation as an opportunity to examine and adopt an ***actual policy*** *which more accurately reflects the Family Law changes as it relates to transportation issues for minor children with-*

in families that are affected by the new 50/50 time-sharing policy. This can be a very simple examination. Other counties within our state—and other school systems throughout the country—have already done the work. Simply examine and adapt those existing policies into one that works best for our schools.

What I need: I need this situation remedied immediately. I need Mark to simply be allowed to get on the existing bus route that stops in front of my house for the remainder of the school year. I will have the same bus transportation issue for the next six (6) years, until Mark graduates from high school. My situation is not unique. A significant percentage of our population are families that have gone through divorce and still have minor children in the school district. Finding a remedy for this type of situation will help all of these families as well.

Please allow my child to get on the bus.

• • • • •

Carol actively tried to persuade Veeby through counsel to give her consent…again, to no avail. Veeby continued to play the game of ***"It is not in Mark's best interest to make him take a 3rd bus."*** Carol then clearly assured #3 that we would be addressing her client's atrocious behavior at upcoming mediation and through the Court.

That was it! **Veeby had successfully thwarted my attempt to secure a school bus for Mark for that school year.** The School Board did *nothing* to help solve my dilemma, since by then it was so close to the end of school. While Veeby tried to frame her actions as "in the child's best interest," I believed it to be a ruse.

• • • • •

Mere days after school was over, we were headed towards mediation to clarify our Parenting Plan and other issues—and the school bus "permission" topic was near the top of the list. Instead, Veeby let go of Lawyer #2, brought on Lawyer #3, a Guardian ad Litem had been appointed and therefore our mediation was immediately canceled—with no apparent rush to reschedule any mediation during the summer.

By the middle of summer, I figured out that I was about to get jammed up again with the school system, since I still needed to secure a bus for Mark for the upcoming school year. I had to rearrange my teaching schedule last school year to accommodate picking Mark up. I needed Veeby's illusive "permission" letter as soon as possible so Mark would be assigned a seat on the bus route to my place. The

longer Veeby's camp delayed, the more likely I would once again be denied a bus seat due to lack of space.

A month before school resumed, I wrote all the players within the school system with whom I'd been dealing:

Please reserve a bus seat for Mark this coming school year as you are planning the routes—to ride a school bus to/from my residence to his school on Mondays/Tuesdays [and some Fridays]. Again, my address is: ———

My former wife has been creative in her stall tactics in dealing with this issue, but we have a Motion to Compel her to give the written "permission" that the Superintendent has requested. A late hearing date has already been set.

I still disagree with the Superintendent's position that some type of "permission" is needed from my former spouse, when we have 50/50 Co-Parenting of our child, who lives half the time at my place...within the same school zone...and there is an existing bus route directly in front of my house.

So, please save Mark a seat. As soon as we have a resolution on this issue, I will contact you folks again.

• • • • •

Carol then filed a MOTION TO COMPEL [Veeby] TO CONSENT TO SCHOOL BUS TRANSPORTATION FOR MINOR CHILD TO JOHN'S RESIDENCE—i.e., the legal paperwork to compel Veeby to give her "permission." A multitude of additional emails back and forth between the lawyers just added more fuel to the fire…yet, provided no resolution.

Finally, Lawyer #3 responded and added a new wrinkle—by suggesting that Veeby was willing to change her work schedule, pick up Mark after school and drop him off to my house, rather than have him take yet another bus. Their assumption then became that the Judge would allow this choice since *"a parent requesting to do that trumps any bus ride."*

That little twist made no sense to me…at first. Then I remembered Veeby's mantra of CONTROL and understood. During that time, Veeby was supposedly hurting for money, yet she was going to change her work schedule to pick up and drop off Mark? It seemed to me that Veeby would prefer to not work or pay her bills, rather than to appear as if she'd somehow "given in" and allowed Mark the school bus ride over to my place. I believed her decision was extremely short-sighted.

The GAL had been kept in the loop regarding the whole bus issue and finally weighed in with some logic and reason. After he met with Mark—who *"desired to go directly to Dad's from school on Dad's days"*—the GAL agreed and saw absolutely no harm in doing so.

The GAL wrote both attorney's, sharing his thoughts *[above]* on the school bus issue. I agreed with paralegal, Kelley who wrote, ***"Yippee!"*** The GAL agreed with our position…and seemingly the craziness of the whole mess. With crossed fingers, Carol alerted Veeby's camp concerning the GAL's affirming position.

The hearing on my motion to compel her to consent was the very next day, but Veeby's camp would *not* communicate. Our position on the bus—and the GAL's agreement—seemingly meant nothing to Veeby.

Indeed, it was the very next Monday that Veeby then went to Mark's school to pick him up…on the first day of school after his and my summer vacation. Ridiculous and blatant disregard by Veeby.

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The next day—the second day after school began—we all met with the Judge regarding my Motion to Compel Veeby to consent to the school bus. After hearing all sides, the Judge understood and agreed with my position. However, when we received the signed Order from the Judge, the specifics were all jumbled up:

ORDER: for School Bus

THIS CAUSE was considered by the Court on the following Motion(s): Motion to Compel Veeby to consent to school bus transportation for minor child to John's residence.

THE COURT having considered the grounds for the Motion, taken testimony, heard argument and considered the applicable law, it is FOUND, ORDERED AND ADJUDGED as follows:

Veeby shall immediately consent to the use of the school bus for John's home for mornings only. She shall contact Superintendent's office regarding her consent to provide school bus for mornings only. John shall pick up the child from school on his days.

DONE AND ORDERED…the Judge

The Motion to Compel filed with the Court had specifically requested the Judge to ***"Enter an order compelling Veeby to provide her***

consent for the parties' minor child to have bus transportation to and from John's residence."—which the Judge agreed to verbally within chambers. However, somehow the Order was written specifically addressing ***"mornings only."*** *That was never my problem!* I could drive Mark to school in the mornings. I needed the bus for the *afternoons*…while I was teaching. What happened? Even though "we won" the intent, the jumbled up words in the Judge's Order did not resolve the bus issue.

WE WON…*and* WE LOST. What a mess!

The next day, Veeby's wrote the Superintendent's Assistant:

> *This email is written to confirm that I give my consent for Mark to ride a school bus from his father's house at [address] to Mark's school on Monday mornings when he is at his father's house [which only happens every other weekend]. The rest of the time, Mark is to continue to ride his assigned school bus from his home with me at [address] [including the Monday mornings he is with me].*
>
> *As a reminder, Mark's address should not be changed in the computer to his father's address, but should remain at my address.*
>
> *If you have any questions, please contact me.*
>
> *Thank you for your help.*

Veeby's email was absolutely hilarious to read. She was *still* attempting to maintain CONTROL. She wrote tightly—to specifically limit and allow only one bus ride on Mondays—*mornings only*. Yet, what about Tuesday and Wednesday mornings on the way to school, per the Order? The Order already did not address my REAL need for the afternoon bus. Carol informed Lawyer #3 that the email did not comport with the Judge's Order—that permission was also needed for Tuesday and Wednesday mornings—so Veeby wrote the Superintendent's Assistance once more:

> *I am writing you another email to clarify that I give permission for Mark to ride a school bus from his father's house at [address] to Mark's school on every other Monday and every Tuesday mornings only.*
>
> *To reiterate, this does not alter Mark's permanent address which should remain the same: [her address] His regularly assigned school bus routes should continue unchanged as well.*

Unbelievably…believable! What about Wednesday mornings? Like a dog with a bone, she seemingly just couldn't let it go. Guess he'd have to walk to school on Wednesday mornings…sorry, kid.

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The whole school bus issue was still a big problem. All the squirming "permission" emails from Veeby did not address my original concerns. Mark was riding the school bus to and from Veeby's place with my blessing. I was never trying to jam him up from riding the bus. I just wanted the same access to a school bus, but Veeby was standing in the middle of the road with a big DETOUR sign—preventing a bus from getting through to my place. I thought her actions were petty and such an injustice. Carol and I discussed further legal options and then she reached out to the GAL again.

The GAL weighed in with reason and logic. He knew that Veeby was utilizing the bus for Mark but preventing my utilization of the same resource. He wrote that Veeby's *"argument that Mark would have to take three different buses was absolutely* ***ridiculous****."* The GAL opined that *"it should be a bus for all or no bus at all."* He readily saw the punitive dynamic being played out and wrote an additional, *"This is just plain* ***ridiculous****."*

Emails back and forth between lawyers trying to reach an Agreed Order—a seemingly reasonable outcome—proved futile. Evidently, the only reasonable outcome I could count on was Veeby's camp being unreasonable!

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Carol filed yet another Motion on my behalf: MOTION TO COMPEL Veeby TO PICK UP MINOR CHILD AFTER SCHOOL OR TO CONSENT TO SCHOOL BUS TRANSPORTATION FOR MINOR CHILD TO JOHN'S RESIDENCE. The very next day, #3 filed their RESPONSE.

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The points made within their Response presented a jumbled misrepresentation of events. I'd become uncomfortable at an earlier hearing when Veeby stated she would rather pick up Mark and drive him to my place on Mondays and Tuesdays instead of simply letting him ride the bus. I didn't want her or myself to have to go pick him up after school when there was a bus option for us both.

At the initial hearing, the Judge had encouraged Carol to file a another motion if Veeby used the school bus on her days while pre-

venting me the same access. So, Carol had another motion all cued up, which would have meant *another* hearing to clarify the *previous* hearing. The GAL restated his opinion for a third time: *"My position is clear. It makes no sense for Mark not to take a bus to Dad's, but can take a bus to Mom's. My opinion is that it should either be a bus for all or a bus for none."*

Opposing counsel referred to our Motion to Compel as frivolous when actually it was Veeby's withholding her "permission" that forced me to use the court system to illicit a change…it wasn't frivolous at all. Indeed, it was very inconvenient for all parties. Surprisingly, their Response asked the Judge to dismiss my Motion to Compel and send us to Mediation.

So, we had another hearing regarding my Motion to Compel. All parties attended and we hashed it out some more. Really, that's all we did. The GAL testified as to his opinion of *"a bus for all or a bus for none."* I testified, then Veeby testified. It was comical to hear Veeby explain to the Judge how the whole bus area at Mark's school was simply a *"ZOO"*—and there were *"all those kids around"*—and she was *"just trying to take care of her child."* Yet, the Judge quickly asked her why was it a zoo…with all those kids around…only on the days that Mark rode the bus to my place? *Yeah, Judge!* It seemed the Judge heard the inconsistencies in her argument. Of course, Veeby then brought up how I had Mark walking over three (3) miles to my place—implying he'd walked several times, instead of the *one time* he walked all the way back. She brought up how I had made Mark walk to a DOG PARK. It was sad to watch my former partner wiggle in front of the Judge. From where I sat, it seemed Veeby's whole argument was more about her having lost CONTROL of the situation on *my* days with Mark. I believed the Judge saw through her pathetic ploy.

The Judge finally declared Mark could ride the bus TO AND FROM my place and that he could ride the bus to and from Veeby's place—YEAH! The Judge said he was running late to a different court room and asked Carol to write up the Order for his signature.

However, there's always remained that *unknown variable*. Afterwards, outside of chambers, Carol asked Lawyer #3 to have Veeby contact the School Board to give her consent for the bus. Lawyer #3 replied, *"Why? Veeby would be in charge of driving."*

Wait…WHAT? Yep! Carol indicated that was *not* what the Judge had *just* said. The lawyers continued with a little "discussion" about the Judge's verbal ruling. Since we didn't have a court reporter to simply read back from the transcript, they agreed to quickly step back inside for a "clarification" from the Judge. Alas, he had already left by a side door…he was gone. So it was decided we needed to go back before the Judge for a *third time*—so the Judge could clarify what he'd already stated—but get it written down the next time for both parties to read.

Even when we "won"…we still lost. The Judge was *not* going to be happy to see us again. The next hearing was scheduled several weeks later concerning different issues, but the bus topic would definitely be discussed once more. Due to other motions and topics discussed at *that* hearing, the long awaited court ordered mediation scheduled for the following day was once again *canceled*. Carol and I simply could *not* get Veeby's camp to sit down at a mediation table to clarify the Parenting Plan or a myriad of other issues.

[7th Inning Stretch…take a moment to refill your coffee cup.]

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By that time, it was the end of October. Yep, moved into my new place on March 1st and STILL didn't have a School Bus for Mark. I offered to let Mark hang at Veeby's for Halloween:

> *Veeby—Today, I spoke with Mark about what we could do for Halloween next Monday. He spoke about a* ***party*** *you were having at your place and that he'd like to trick or treat over in that neighborhood and attend your party. I am open to this happening, fully realizing that it will prevent he and I from spending time together trick or treating together. It will make him happy.*
>
> *So, I texted you the following this afternoon: "Is it okay if Mark goes to your place after school on Halloween and trick or treats there...and I'll pick him up later that evening?" You eventually replied, "That would be fine except I can't pick him up from school since I will be working till 5 pm on that day."*
>
> *This is confusing to me. Why would he simply not ride the bus home to your place after school per normal? I asked Mark about this and he informed me that you were now picking him up after school…instead of his riding the bus. He also said that you informed him that my lawyer has said that he can't ride the bus anymore?*

Veeby—this is pure silliness...please stop this crazy making. It is confusing to Mark and keeps him in the middle.

For The Record: I have never had any issue with Mark riding the school bus to and from your place to school. It makes total sense for him to do so. It also helps you be able to work afternoon hours, knowing that he will be safely transported back to your place...one of his two "homes." However, you have purposefully not afforded me the same right.

Next Monday is Halloween. Mark wants to participate in the party at your place...no problem, let him be there. It makes sense to simply let him ride the bus to your place after school on Monday, then celebrate Halloween festivities. I will try to coordinate with you when to pick him up. It would be nice if you would answer my phone call to you this coming Monday night when I am on my way over to pick him up. Or simply have you call or text me when the party is winding down. I believe it's in the "best interest" of our son for you and I to coordinate his life. To date, you have a terrible track record of simply being able to Co-Parent our children. In your own words, "It works best if you communicate your intentions."

You can choose to not partner with me anymore, but you are still responsible to communicate with me as the Co-Parent of our children. All the lawyers in the world cannot replace you and I simply talking and communicating with each other...about our remaining mutual interests...our children.

The BUS issue: Let Mark ride the bus per normal to and from your place to school. I simply want the same thing for him to my place. It's absolutely silly to take him and pick him up each day for the next six (6) years. Especially since both you and I need to work to pay our bills. Stop taking him and picking him up…let him ride the bus…to both our places.

Veeby actually replied:

John—I agree with you…Mark wants to participate in the Halloween events here and we want him to do so as well. It is gratifying to know you do not have any issues with Mark riding his school bus to and from his home with me. My intent has always been to do what is in Mark and Noelle's best interest. Given that we have different perspectives on what is in their best interest, I have not been able to come to a meeting of the minds with you. My response by text to you was done immediately after I finished work and saw your text to me about Mark's desire to spend Halloween trick or treating with us. My response was simply that I will not be able to pick him up from school on that day. Nonetheless, should you decide to agree to Mark riding his school bus to his home with me next Monday, then we will welcome celebrating Halloween with him. Or you can chose to pick him up from school and drop him off at my home at your convenience. Per your request, I will text you when we are done with the party.

Then I responded:

Veeby—I appreciate hearing back from you…this is the first real communication we've had in months...thanks.

As previously stated, I have no problem letting Mark enjoy the Halloween festivities you are having next Monday. By all means, let him ride the bus back over to your place after school. Since it's a school night, I will need to pick him up from your place no later than 9:30 pm, I will plan on arriving to your place at 9:30 sharp...please have him ready to walk out the door at that time.

In the future, if you would like to have Mark participate in special events at your place on the days he would normally be over with me, just communicate that to me. I won't have an issue with that request most of the time...you know this to be true. Just communicate, Veeby.

One more time…again: I have never had an issue with Mark riding the buses to and from your place to get to school. Please let that continue...it is not logical for you to drive him back and forth to school when there are existing bus routes assigned to him. Plus, this allows you to work as you need. Please utilize the school buses for Mark…is this clear? This not only helps you out with transportation and your work schedule, but makes life easier and less confusing for Mark. Let him ride the buses!

However, my request to simply have him ride a bus to and from my place to get to school is a fair and just request. It is not placing Mark "in harms way" at all. There is an existing bus route that comes to my place. The fact that you have not given your permission and "blocked" Mark from riding a bus to my place can only be viewed as illogical and punitive towards both he and I.

It is a fact that Mark has ridden the bus [two buses, actually] both to and from school since 6th grade. He has a good brain, his IQ is more than two deviations above the norm, and he's in the gifted classes at school. His ability to take two different buses to and from your place and only one bus to and from my place on the appropriate days should not be in question. Agreed?

Since both you and I need to work to pay our bills, we should take advantage of the free bus transportation provided by the school district for Mark. This would be fair and just. He should ride the buses to and from your place and should ride a bus to and from my place. Additionally, since you have recently expressed having financial hardships, you may need to find additional employment that might prevent you from taking off in the middle of the afternoon to go pick up Mark from school. He should simply ride the bus to your place, per normal.

You and I have been married for 33+ years now...and will remain married until we can communicate and resolve these outstanding issues. We have loved each other for more than that amount of time and have grown up together as married partners. It is in the best interest of our children that we

continue Co-Parenting them...which specifically means you need to communicate with me with regard to any and all dealings about our children.

I will continue to love you forever, but from afar. You have been my partner, my lover, my friend...we have been yoked for many years. Your actions since your decision to un-yoke us have revealed an "I hate your guts" mentality. This saddens me…I am not operating from the same place of fear…and I do not have the same mentality.

Since we are both in agreement about taking care of Mark as best we can, please do the right thing and write a letter to the School Board giving your "permission" for Mark to simply ride a bus to my place on my days and for him to simply ride a bus to your place on your days. Do what's best for Mark, Veeby…write the letter.

Let's knock this one issue off the list of items to resolve. It will save us both time and money. Both of us are hurting financially now, so let's get rid of this issue, please.

From that time onwards, Veeby returned to allowing Mark to ride the bus, which had been his normal transportation to and from her house. She took me up on my "offer" yet *never* granted her "permission" for me to have a bus to my place.

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After one more hearing, the Judge finally signed an ORDER…*in my favor*…regarding the whole school bus issue.

<u>ORDER</u> ON MOTION TO COMPEL Veeby TO PICK UP MINOR CHILD AFTER SCHOOL OR TO CONSENT TO SCHOOL BUS TRANSPORTATION FOR MINOR CHILD TO JOHN'S RESIDENCE

THIS matter came before the Court…and the Court…finds as follows:

1. *John's Motion to Compel Veeby to Pick up Minor Child After School or to Consent to School Bus Transportation for Minor Child to John's Residence is hereby GRANTED.*
2. *The argument that a twelve (12)-year-old child will get confused riding different buses does not make sense.*
3. *Veeby cannot have the minor child take the bus from school to her house, but not allow the minor child to take the bus from school to his Father's house.*
4. *The minor child will take the bus to John's house after school.*
5. *This Court defers on the issue of entitlement of and ability to pay attorney's fees and costs.*

DONE AND ORDERED…the Judge

YEAH! The Judge GRANTED my MOTION TO COMPEL—Mark would be allowed to utilize the bus to my house! The Judge specifically mentioned that ***"the argument that a twelve (12)-year-old child will get confused riding different buses does not make sense"*** and ***"Veeby cannot have the minor child take the bus from school to her house, but not allow the minor child to take the bus from school to his Father's house."***

I sent a copy of the Judge's Order over to all the School Board folks—along with a nice little letter expressing *my* feelings:

School Board Members:

Please find attached a signed Order from the Judge which indicates that my former wife has been compelled to agree to bus transportation and no longer has any say in my son's bus transportation to my home when he is in my care.

In past correspondence, I have vehemently objected to the Superintendent's decision to let my former wife have anything to do with MY transportation requests. I fought, pled and finally received permission from the Director of Transportation Services for my son, Mark, to be assigned a bus, only to have the Superintendent allow my former wife to vindictively deny her "permission." I am terribly disappointed with how the Superintendent and the School Board handled this issue.

I am not the only divorced parent who needs bus transportation for his 50/50 parental time-sharing. There is not a state statute which prevents this. Indeed, several other counties have seen the need and addressed this issue. There is only a state suggested "guideline." There is no School Board policy which prevents bus transportation for persons in a similar situation to mine. Indeed, the is no public policy within the school system.

There is a "database" which only supports one child, one address, one bus. This is what I was told on multiple occasions. However, we're talking about a computer database...which can and should be altered...to coincide with the current divorce laws of our state!

At this time, I have no confidence in the Superintendent or the School Board's ability to remedy this situation. I have chosen to move closer to the school my son attends so that he can simply walk. Currently, Mark no longer needs the help of the school system to get to my home. However, Mark has six more years of education before he graduates, so he actually might need bus transportation in the future. It would be nice if the School Board adopted a bus transportation policy which did not add to the stress divorcing parents are already going through.

Come on, School Board...be more Family Friendly to 60% of families who are going through or have gone through divorce.

John—Father of Mark

The entire process of securing a school bus for Mark took more than nine (9) months, hours of time on the phone and writing letters and thousands of dollars in legal expenses.

I felt that Veeby's actions were purposefully vindictive, but extremely short-sighted. Unfortunately, Mark would remember.

I believed the Superintendent and the School Board to be inept in their handling of the situation. The whole experience was like trying to travel fast on top of a turtle.

The Judge *definitely* remembered Veeby's actions surrounding this thread when he got to our Final Judgment.

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Dropped Off Clothes and a Flash Drive

What a crazy time. I had been accused of being inappropriate with my children. I had been accused of kidnapping Mark when we went on vacation. I was being thwarted from having a school bus transport Mark back and forth from my place. The first day of school in Mark's 7th grade year fell on a Monday and Veeby had arranged to pick Mark up after school, instead of him returning to my place. Thankfully, that did not occur.

With the start of a new school year, we were to resume our regular time sharing rotation per the Parenting Plan. Mark stayed with me those first two days of school…Monday and Tuesday…and was scheduled to return to mom's place after school on Wednesday. Before school on Wednesday morning, Mark was transferring some computer data to a flash drive so he could have it at mom's place over the next several days. He didn't plan far enough ahead and the transfer of data was going to take longer than we had before I needed to drive him over to school. He and I decided that I would simply bring him the flash drive, along with several articles of clothing he'd borrowed from mom's place for our vacation travels. The clothing was too bulky to carry around school all day. Since I didn't teach that Wednesday afternoon, we determined that I could hand off the items to him when he got off the bus, before he walked down the street to mom's place. We coordinated exactly where his bus would drop him off and what time I should meet him there…between 3:55–4:00 pm.

By 3:40 pm on Wednesday afternoon, I was parked under the shade of a tree on an adjacent street—purposefully *not even on* the street where mom lives—just waiting for Mark and the bus. As fate would have it, Veeby just happened to drive by at 3:45 pm, heading towards her place. Even though I was parked 100 feet beyond the turn into her street, she slowed down as she saw my car sitting there and looked at me. I noticed that Mark was not in the car…and then I

saw the fear in her eyes. I remember thinking, *"Oh, great!"* Within moments, I received a call from Kelley stating that Veeby *had* seen me, then called her lawyer, who then called my lawyer, who then had Kelly call me. I confirmed with Kelley exactly what I was doing there—simply giving Mark his things.

Giving Mark his clothes and a flash drive should have been a non-eventful and invisible transfer. He and I had actually talked about *not* needing to alert mom, since he normally didn't see her until after the school bus dropped him off and we would not be adding any extra time in his walk to her place from the bus stop.

However, it also occurred to me—Veeby had my phone number. If she had a question or concern, she could have just called me and asked why I was sitting in my car by the school bus stop—and I would have told her exactly what was happening. Actually, nothing was happening that concerned her in anyway, but I would have had a civil discussion and informed her. Instead, she called her lawyer. I later learned that when Lawyer #3 called and spoke to Kelley, #3 mistakenly claimed that I was AT the school to pick up Mark—and that I was interfering with Veeby's time-sharing—and that they would not hesitate in calling the police.

By 3:57 pm, there was still no bus, so I texted Mark, *"Hey…I have your clothes and flash drive per our arrangement. Are you on the bus? I'm here waiting… let me know."* I did not receive a response. The bus arrived a few moments later, some kids got off the bus, but not Mark. I thought that unusual. The bus proceeded past me while I tried calling Mark again, but he did not answer. Then I thought he might have gone to the *next* bus stop—actually a little closer to mom's place, so I drove there. The bus had already let the kids off the bus. As they dispersed, there was no Mark. Now *that* was strange because he and I had arranged this ahead of time. The fact that I couldn't reach him on his phone and he wouldn't return my texts—was ***"really, really, really, really unusual."*** I knew *something* was up.

I drove on around the block to Veeby's place and arrived just in time to see her pulling into her driveway—*and then immediately on into the garage*—with Mark in the passenger seat. I drove up behind them…into the driveway…to hand off the bag of items. Since I knew she had the security cameras, I lowered my windows, held the

clothes bag up and over the top of the car so she could see in her rearview mirror what I had. At least she could watch it on the security tape. I called out to her that I had Mark's clothing. She would not respond, but simply began to close the garage door, with Mark inside. I honked the car horn to alert and get her attention. I called out again that I had Mark's stuff. There was no response. The garage door closed completely. With my windows still down, I could hear them get out of the car, close the car doors and slam the door behind them as they entered the house.

I was frustrated. I found myself parked in our driveway…what had become "her" driveway…looking at the closed garage door. I had made sure to get over to Mark's bus stop at a specific time to simply give him his stuff, and then it began to escalate. While still sitting in the driveway—and I still had the stuff I needed to give to Mark—I called Carol to discuss options.

At 4:08 pm, Mark called me. Veeby wouldn't call me, but made her little boy call? How sad. Mark said he was inside the house and that mom said to drop off the bag of clothing outside. I asked him to simply come get the clothes and flash drive from me. He again responded that mom had said to leave the bag outside. I told him I was uncomfortable just leaving the bag and again asked him to step outside and let me hand it to him. For the third time, he said the same words…and then the phone was line was disconnected.

I was dumbfounded. I sat there for a moment more, figuring out just what to do. Given Veeby's history of claiming I'd attacked her and she was afraid of me, I didn't dare get out of the car to walk the bag to the front steps. I assumed she would call the police if I did that.

So, I slowly backed my car out of the driveway—dropped the plastic bag in the middle of the driveway—and parked on the street in front of the mailbox. I knew her security camera recordings would confirm I never got out of my car. Whew!

Within one minute, three police cruisers came rolling up on me. Carol and I had figured *that* was going to happen. I rolled down my window and began talking to the officers. They asked if I had any *weapons* on me…I said, ***"No."*** They asked if I had any *weapons* in the car…I said, ***"No."*** They had me get out of the car and produce iden-

tification. They lifted my shirt and patted me down looking for *weapons*. Three more times, they asked me about *weapons* and I kept saying, ***"No."*** I opened up the trunk of my car which exposed my secret stash of—*darn*…no *weapons*! Just recyclable cloth grocery bags. They all expressed envy of my clean and uncluttered trunk. They asked about my wearing karate pants that day, what martial arts I had studied, what belt level had I reached and again, did I own any *weapons?* All of the focus on *weapons* made me wonder what kind of picture Veeby had painted about me to the police dispatcher—that they would send three (3) burly officers over to do what? Subdue me?

One of the officers walked over and picked up the bag of clothes and flash drive, then went into the house to speak with Veeby and Mark. When he came out, the three big officers then stood around me—at the back of my car on the street—just in case I decided to storm the house in attack mode. Really! I calmly explained how I had simply brought stuff over to Mark. I understood that this was his day to be with mom, no worries. I hadn't planned on coming to the house, but mom messed up our plans to simply give him his stuff down the road before he arrived home. Before the officers drove off, they confirmed that there would be no Incident Report filed, since nothing had happened. They did file this narrative CAD report:

POLICE REPORT
Male [John] on scene
Caller [Veeby] has Restraining Order against him
Caller advises he wants their child to come outside
Caller wants him removed
Subject is a HAZARD
Outside in his car
Caller unsure if there are weapons on the subject
Child is [on scene] with mom
50/50 custody through the courts - today is mom's day
Caller advises there are security cameras in the house and outside
Suspect checked
No Restraining Order in place; had one in the past and wants to get another, but none at this time.

It's interesting to note the disinformation given to the dispatcher about Veeby currently having a Restraining Order against me…*[that 45-day Extension of the Temporary Injunction had long since passed]*. However Veeby described the situation, the dispatcher heard that I was a HAZARD…*[I had read somewhere about how* ***sharp*** *those Ninja Star Flash Drives looked]*. Whether she was asked or Veeby volunteered, she told the police she was unsure if I had *weapons* with me. Veeby specifically mentioned she had security cameras inside and outside. I was not sure what the camera footage would show, other than a possible explanation as to the escalated paranoia surrounding that particular incident.

Once the police checked their system, they found out there was *not* a Restraining Order in place against me, but that she *"wants to get another."* That's so sad to read.

So, I drove away a free man…a free dad…one that would *never again* try to get stuff to Mark on a day he was at mom's place.

Lesson learned.

62

The Queen of NO Communication Reprimands the King of Paper Trail

The universe thinks itself SO funny! Of course, the *very next day* Mark needed a textbook to complete his homework…a textbook that he'd left at my place! Hadn't we just done that dance the day before?

I apologized to him and said quite candidly that after the police dealings the previous day, I would *not* bring him his textbook. Although it was unfair to him, I just couldn't. However, it continued to bother me, so I contacted Carol and discussed options. Was I ready to go to jail for "harassing" the ex-wife by trying to get Mark his textbook? Carol's suggestion to let Veeby feel in control of the situation seemed like the best option, so I texted the following to Veeby:

> *Veeby—our son, Mark, needs a textbook which is at my place. After yesterday's events, I do not feel comfortable going over to your place. What do you suggest to get him the textbook for his homework?*

By some miracle, Veeby scratched out a response:

> *John—It works best if you* ***communicate your intentions****.*
> *Let me know when u can drop off his book.*

Wait…WHAT? The Queen of NO Communication *whatsoever* is reprimanding the King of Paper Trail?

Veeby wrote the words ***"communicate your intentions"*** first and I then threw it back to her often. I had communicated my intentions for *months*, with no reciprocal communications back. I had tried to communicate about our taxes, about clarifying our Parenting Plan, about her HELOC payments, about my vacation plans, about Mark's braces, etc. She simply wouldn't reply or communicate with me, yet there she was trying to whip me like the dog she so desperately wanted— presumably for my not having communicated with her regarding the events from the day before. Hey, I had been a *good dog* in our relationship, but whip the dog long enough and he learns to not even try anymore. Veeby telling me to communicate was *laughable!*

That was IT. I had HAD IT! In that moment of clarity, I became much more empathic with people who just snap and go crazy! I could only laugh as I texted her back, *"Communications…RIGHT!"* Followed by, *"I will bring donuts for the police along with Mark's textbook…will arrive approximately 7:30 tonight."*

After texting, I then called her and was simply amazed she did not pick up. I left her a detailed voice message that I was *communicating my intentions* to come by her place to drop off a textbook for Mark—so she was made fully aware in both text and voice mail forms that I was coming by at 7:30 pm. I spoke s l o w l y and deliberately, so she could make out the words. I called Mark and let him know I'd be swinging by with his book…he was happy. I then called him from my place to make sure I was bringing the correct textbook.

Upon arrival to her place, I called Veeby, but she didn't pick up. Wow, really? I left her a voice message that I was parked outside on the public street and SHE should come out to get Mark's textbook. I then texted her as well: *"Dear Co-Parent, please come outside…onto the public street…to obtain our son's school textbook."* I called her once more, but again…no answer. She wanted *me* to communicate my intentions, but she would not pick up the phone to communicate back! That seemed inconsistent.

Then, a signal of life from inside the castle. With security camera archers at the ready, the entry gate lowered and poor little Mark came walking across the drawbridge and over the moat…all alone… sent out as the sacrificial lamb…the tug of war kid. He bravely had to put himself in harm's way and cross the public street to get to my car—*definitely not in the best interest of the minor child*—to get his textbook. He crawled into my car and gave me a hug with a *"Thank you."* After looking both ways, he raced across the busy street to get safely back onto the drawbridge.

I had purposefully *not* communicated with Mark once I arrived at her castle. I tried to communicate directly with the Queen—bowing down and offering the **"Scepter of CONTROL"** she so desired. However, I had learned the Queen would rarely communicate directly. She would not stoop so low as to pick up the textbook from a mere "commoner"…but instead sent out Mark as her emissary.

Before driving away, I texted Veeby the following:

Veeby—I'm disappointed…you never communicated your intentions… Mark was sent out? We really should not use the minor children as go betweens. Please try to communicate directly with me in the future regarding all Co-Parenting issues.

I fully expected my texts and communications…which the Queen hath demanded…would eventually be reframed and then proclaimed throughout her Kingdom. I could envision my "WANTED" Poster—nailed to every tree in her realm:

WANTED
Dead or Alive
[preferably Dead]

This schmuck is WANTED for
daring to TEXT
and the overall general
HARASSMENT
through communications
of the beloved Queen!

I couldn't win for losing.

63

Let's Just Set This Aside

Dear Judge—I really don't like the deal I made several months ago.
I don't have enough money to live the lifestyle I'd like to become accustomed.
Could we just set that first MSA aside and start over?
Signed, Veeby [pretend letter]

So, Veeby's camp filed a MOTION TO SET ASIDE MARITAL SETTLEMENT AGREEMENT claiming their belief that her previous Lawyer #2 did not represent her effectively.

*Wait…*WHAT? We were SO close to simply adopting a more detailed Parenting Plan and being officially divorced…and she wanted to start over?

P.S.–Oh, by the way, Judge—John filed one of these motions and I thought it was a good idea, so I'm going to file one, also.

Thus was born Veeby's MOTION FOR PSYCHOLOGICAL EVALUATION OF JOHN.

P.S.S.–Just one more thing, Judge. I don't have any money to do all this litigation, or pay my lawyer. So, I would really appreciate it if you would just make John pay for everything, okay? Thanks, Veeby

Of course she wanted me to pay all of her legal fees—ergo, Veeby's MOTION FOR TEMPORARY ATTORNEY'S FEES AND COSTS.

Lawyer #3 filed those three motions—in one big shock and awe display of her brilliant legal maneuvering mind. Unfortunately, her plan to rapidly dominate and legally overwhelm was not too well thought out. The main problem with Lawyer #3's idea to simply "Set Aside" our existing MSA—was that the case law she eventually introduced to the Court to prove her motion's validity—actually *disproved* it's viability.

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The Motion to Set Aside our *[existing]* MSA stated, *"the mediation lasted for more than 8 hours"*—which was *untrue*. It lasted *exactly* eight (8) hours. We were billed and paid for eight (8) hours of the Mediator's time—which included the last couple of hours to print, tweak, then reprint

the document—plus the time to sign the dumb thing. Negotiations didn't continue for more than about six (6) hours. Yet, the motion further stated *"that although Veeby did not want to, she signed the Agreement because she was exhausted and just wanted to end the session."*

Lawyer #3 claimed that Veeby wasn't represented effectively by Lawyer #2. Fighting words were used: *"Veeby fired previous Counsel because of her pattern of ineffective representation…"*—which lit a raging fire beneath Lawyer #2. She was fuming mad upon learning of Veeby's assertion.

The whole Alimony thread had long since been discussed and mediated. Within our **Plan A**, Veeby would receive a good "financial package"…although we didn't call it "Alimony." Then, Veeby threw that out the window! In her List of Demands meeting, Veeby brought up the word "Alimony" for the first time. The motion's mention of Veeby's *"vastly inferior income"* theme…was the same flimsy story she'd told all of her lawyers. I knew it to be false and I could easily prove it. However, it made wonderfully thick mud for slinging.

According to the motion, *"Veeby did not enter into the Agreement knowingly because she was not adequately advised on her rights and the issues involved."* I'm pretty sure Veeby was AT the Mediation table. Veeby had two previous lawyers and a host of friends "advising" her, so it was a real stretch to claim she didn't know her rights or was not aware of the issues involved.

The motion claimed that Lawyer #2 wouldn't attend court ordered mediation and *"wanted Veeby to attend the Mediation alone."* A little reading between the lines is required here. Evidently, Veeby still owed significant money to Lawyer #2, and #2 would not attend mediation until she received payment. That's different than encouraging Veeby to attend future mediation sessions completely by herself. Lawyer #2 simply wanted to be paid first. Veeby's motion claimed that she *"will suffer irreparable harm if the MSA was enforced."* Hey, me, too!

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Two weeks after filing her Motion to Set Aside the MSA, we had an initial hearing before the Judge. We were only allotted about 10 minutes, but the topic was much larger than we could cover in that short span of time. Lawyer #3 *should* have arranged the hearing at a different time in the Judge's schedule. Once we began, the Judge immedi-

ately told #3 that the Motion to Set Aside was an "Evidentiary" hearing and couldn't be heard at his early morning's "Motion Calendar" time slots. Lawyer #3 replied it would only be a five (5) minute hearing. The Judge chuckled out loud and asked everyone in the room if *ANY ONE ELSE* thought it would be just a five (5) minute hearing? The Judge then proceeded to ask Lawyer #3 if he needed to supply her with the case law from the appellate court as to why she couldn't have her Evidentiary hearing during his Motion Calendar time. Well, *that* was the first two minutes of our little hearing. Veeby's Motion to Set Aside was indeed "set aside" until Lawyer #3 booked the correct type of hearing before the Judge.

The Judge moved on to an overall Status Report of our case… where were we? Carol jumped right in and began to recap the whole mess. As she did, Lawyer #3 kept laughing softly under her breath, but audibly during Carol's speaking, as #3 disagreed with whatever was being said. Carol finally turned and asked her directly if she thought this was funny [?]—and she didn't appreciate #3 laughing during her talking—and to basically hush up. The Judge just let it happen. Lawyer #3 was then quiet, for awhile. *I've observed it's always hard for a bobblehead doll stuck to the dash of a car to NOT bobble.*

The Judge moved the hearing along until he'd heard enough. Lawyer #3 was asked to respond and began claiming they needed an Order to Vacate the existing MSA, otherwise she would cancel upcoming Mediation. Carol reminded the Judge that mediation had been court ordered and had been scheduled and canceled four (4) times already—that WE wanted to get there, but couldn't. The Judge told #3 to keep the mediation date. We were scheduled to be back before him several more times regarding other motions before our scheduled mediation.

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While we had mediated the original MSA and were close to being legally divorced, Veeby's hiring Lawyer #3 had ramped everything back up. The newest lawyer wanted to get in there and fight for her client, but we'd already been fighting for quite a while. Lawyer #3 seemingly was not concerned with her legal fees, since she was convinced that somehow I was going to be paying for everything. Since

you can't squeeze blood from a turnip, I couldn't see how that would work out well for Veeby's camp.

Three more weeks passed before we could get an Evidentiary hearing scheduled into the Judge's calendar. We had our court hearing in the morning, and mediation was scheduled for the very next day. *We* had three (3) motions to be heard and *they* had three (3) motions scheduled as well—booked back to back with the Judge. So, we had an hour block of time before the Judge. Leslie attended… *[the newest lawyer to have joined Carol's firm]*…along with myself, Carol, Veeby, Lawyer #3 and of course, the GAL.

Before entering chambers, it was agreed between parties to defer and/or dismiss each of our Motions which sought a Psychological Evaluation. While my motion was outstanding from six (6) months prior, Veeby had only recently submitted her similar motion. We decided to forego that expense and just assume both she and I were crazy…*whatever*. Having reached that agreement in the lobby, allowed each side to then have only two (2) motions to present during their 30-minute allotment.

As we entered the Judge's chambers, we were greeted by his room full of clocks. The Judge had more than 20 clocks hanging on the walls and several on his desk. As everyone took their seats around the big conference table which faced the Judge, Lawyer #3 took a clock out from her bag and sat it between her and the Judge…facing her.

The Judge stopped everything…and asked her, *"Why do you need a clock?"* Lawyer #3 stated *we'd* been given 30-minutes and *they'd* been given 30-minutes and *she* was going to use the clock to keep track of the time. The Judge was simply dumbfounded. He sternly informed her that HE kept time in his chambers—and *"are there not enough clocks in my office?"*—and that he's NEVER had anyone bring a clock to a proceeding before. The whole thing was quite amusing. I believe she returned her clock to her bag.

We began with my Motion concerning the whole school bus issue and eventually slid over to their Motion to Set Aside our existing MSA. It came out during testimony that the insurance and property taxes on Veeby's place had increased, so her mortgage was significantly *more* each month. That was the first time I'd heard that information. Veeby stated she'd applied for a Home Modification Loan,

but was denied—and declared she would go through Bankruptcy. That made my heart sad for her, but I simply didn't have the money to bail her out. I believed it was a direct consequence of her decision to unyoke us.

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Lawyer #3 made her argument that the existing MSA was not fair or equitable, that Veeby had received *"ineffective representation"* from previous Lawyer #2 and the mediator. The Judge and the lawyers took a moment to discuss whether to bring in #2 and the mediator as witnesses, but they elected to defer that decision until a later time, and so we continued. During cross-examination of Veeby, we presented her with detailed income reports, which she denied creating. We presented her with the yellow Post-It notes with her own handwriting indicating her recent incomes—of course, she denied it was her handwriting. We presented her handwritten Child Support worksheet which showed her correct income—again, she denied the handwriting was hers. We presented her with a different worksheet from the previous January—and she just denied, denied, denied. I thought the rooster had crowd *at least* three times by then? The Judge saw through all of this. He also reprimanded Lawyer #3 for coaching her client during testimony.

#3 discussed the HELOC issue, brought up the whole orthodontist thread and eventually landed on Alimony. She argued it was just *wrong* that Veeby wasn't getting Alimony for such a long marriage. Carol quickly countered by explaining that I'd given Veeby the equity in the house in exchange for my keeping the grand piano. The Alimony issue had been previously discussed, agreed to and initialed by Veeby within the original MSA.

After about an hour of the whole nonsense, the Judge began wrapping up the session. He stated we'd need two more hours to go through everything…at some later time…to be determined. Lawyer #3 happily volunteered to cancel the following day's mediation. We wanted to keep Mediation and go over all the other outstanding issues, but Veeby's camp *would not sit down to a mediation session unless they could completely toss out our earlier MSA and start from scratch!* So mediation was canceled yet again. Such a bigger and messier *mess*.

However, since we had to schedule the two hour Continuation Hearing, Carol whispered it was a good thing for us. She had learned that Lawyer #2 was *ticked off* about the accusation that she'd given *"ineffective representation"* to Veeby—and was chomping at the bit to come in as a witness for us, but really *for her* to clear her name as well. The plot thickened! Carol would subpoena both Lawyer #2 and the mediator to appear at the next hearing. All we would have to do is let those two powerful attorneys loose. There would be no more attorney/client privilege.

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Of course, Veeby's camp didn't want to have to face the former Lawyer #2 nor the mediator. Veeby surely didn't want anything they had to say to be used against her. Lawyer #3 had helped to create the accusation of *"ineffective representation"* and would possibly have to stare down her predecessor. I believed it would be an unequal fight, and I couldn't wait to enjoy the show. Lawyer #3 submitted an OBJECTION TO THE TESTIMONY OF Veeby's FORMER ATTORNEY AND MEDIATOR AND REQUEST FOR PROTECTIVE ORDER AT EVIDENTIARY HEARING. Accompanying said Objection was an Affidavit from Veeby claiming she did *not* waive her rights of confidentiality or privilege. Basically, she didn't want them testifying against her.

However, the Judge previously indicated at the first hearing that by bringing her Motion to Set Aside the MSA, Veeby had already waived her rights of confidentiality. The very lawyer and mediator she claimed had practiced law *"ineffectually"* would be given ample opportunity to defend themselves. *Oops*…Veeby's camp hadn't thought that one through completely. It appeared they'd gone down a rabbit hole of foolishness.

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The two hour Continuation Hearing had been scheduled, then canceled, then rescheduled and finally occurred two months later. The subpoenaed Lawyer #2 and the mediator were in attendance, plus a court reporter, to capture all the semantical games that were sure to ensue. There was also, Carol, Leslie and myself…Lawyer #3 and

Veeby…plus, the GAL. All those powerful attorneys there for our case—and ALL "on the clock"—oh, what financial joy! Everyone would face off against bumbling Lawyer #3.

Outside of chambers before everything started, Carol was talking across the lobby area to both Lawyer #2 and the mediator about the whole case and what had recently transpired. Loud enough that Lawyer #3 heard her around the corner where she and Veeby sat. The desired affect was achieved. Lawyer #3 came into the lobby yelling that *we* were talking about the details of her client—and *she* was going to tell the Judge—blah, blah, blah. Lawyer #2 started drawing "she's crazy" circles around her head. Great beginning! The Lawyer #3 pump had been primed and we were ready to go. Leslie leaned over to me and mentioned I should write a book. I'd already had that same thought…*and you're reading it.*

I took a moment to absorb the dynamics. I was literally sitting in a corner chair and surrounded *[protected?]* by these four powerful female lawyers. Lawyer #2 and the mediator had been prepped and ready to go. They both needed to defend their reputations, and they were aiming straight for Veeby. Both ladies waited in the lobby until they were called.

As the hearing began within chambers, Lawyer #3 reminded the Judge she'd offered him case law precedent at the last hearing *[Case #1]* and then handed him another case law example *[Case #2].* The Judge spent a moment reviewing the case law she'd just given him, said he was aware of the cases, and stated that both cases she'd submitted went *against* the arguments within her Motion. *An auspicious beginning, indeed.*

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Lawyer #3 called me as her first witness. She started with the normal *"State your name for the record."* and *"How long were you married?"* and suddenly threw in, *"Why did you not report all your income?"*

*Wait…*WHAT? She began asking me if I knew about "Art Buy" online? I answered, *"What's ART Buy?"* She kept going on and on about some online site called "Art Buy." What she *probably* meant was my online distributor called "Art *Baby*"…but I wasn't in the mood to help her out. Her whole line of questioning centered on how I had

not accurately disclosed my income…*[from the millions of dollars I received in sales from my acrylic oil paintings]*. Evidently, Veeby fed her a story and #3 bought it hook, line and sinker! My *lifetime sales* through "Art Baby" totaled less than $1200, and had been reported on multiple year tax forms. Yep, I was a secret millionaire!

Next, she stated that I had *not disclosed* my Retirement Accounts. REALLY? Yep, she just threw that out there like it was a factual thing, when it was totally false. Where was she pulling this stuff from? How could some lawyer just make an accusatory "hidden assets" remark like that? Of course, it was later clarified that indeed, Veeby had already received half of my one measly retirement fund. I wondered if Lawyer #3 had actually ever read our existing MSA?

Then #3 said, *"Tell us about your DVD production business."* WHAT? I replied, *"I don't make DVD's." "Oh,* ***really****?"* she said, *"Well then, how do you explain THIS invoice for DVD production work?"* Lawyer #3 produced an invoice I'd given to Veeby's mom from six (6) years earlier. I explained that I had made a promotional movie for my mother-in-law's work—per her request—and she'd asked me to generate an invoice for her organization. It was a labor of love for Veeby's mom. I minimally charged her and took the difference as a charitable contribution on that year's taxes. Lawyer #3 then accusatorially asked, *"Didn't you have an IRS audit for that tax year?"* I replied, *"Yes, and also for the year after that. The IRS cleared us on both audits and gave us refund money back for both years."* I was amazed that Veeby's camp was trying to stir up "hidden income" mud. It was almost as if by their continual accusations against me, they would somehow avoid being similarly accused? I found myself thinking about those yellow post-it notes.

Carol had made several objections as to relevance, but the Judge kept allowing Lawyer #3 to continue. He did tell Lawyer #3 that her line of questioning was *not* in the Motion before him. At one point, while the Judge was reprimanding #3 about something else, she started saying that she was "sorry" and that SHE was giving her client *"ineffectual counsel."*

Wait…WHAT? Yep, she *actually* said that phrase about *her* current representation of Veeby.

Then, Lawyer #3 asked the Judge if she could *Amend* her Motion. The Judge was noticeably startled and said, ***"NO!"***…reminding her that we were in the middle of hearing the existing Motion.

"Quite unbelievable!" said the fly that lived on the wall.

Lawyer #3 regained her composure and then asked *me* to confirm that Veeby was a "stay-at-home mom" who worked part-time hours. I responded, *"No, that was inaccurate."* I informed her that Veeby was not a stay-at-home mom anymore than I was a stay-at-home dad. We both worked outside the home and had split our child care for the past 20 years. #3 asked me, *"Who did the finances?"* I answered that we *both* did. She acted very surprised by that response. Then she continued more questions about our finances, but she openly chuckled at my responses. At one point, the Judge asked Lawyer #3 if she was laughing—at which point she finally stopped. Overall, I believed she was totally unclear and inaccurate with her presentation of the information. Finally, she moved on to her next victim—the mediator.

Even though *we* had subpoenaed the mediator, Lawyer #3 went ahead and called her as the next witness. #3 began with, *"Why do you remember the [John and Veeby] mediation?"* The mediator said she remembered our session because we were all nice. She remembered that Lawyer #2 was sick on that particular day and she specifically remembered thinking how well #2 was doing for Veeby even though she was ill. The mediator confirmed that mediation lasted about six (6) hours, then stopped to create drafts and clarifications before printing out and signing the final documents.

The mediator confirmed her memory about the disparity of incomes question and specifically how Veeby claimed she did not accept any direct payments from her clients—which the mediator thought to be odd, since that's not how that financial system worked. Since we were not agreeing about Veeby's income, mention was made about having to hire a forensic accountant and going to trial to prove incomes…which would have cost more money and time. Lawyer #3 then asked the mediator a slew of questions. Was the mediator aware that Veeby worked part-time? Was she aware that I made "art pieces?" Was she aware that Veeby had applied for a home loan modification? Did she know about the HELOC? Was she in the room the entire time with Veeby and Lawyer #2? Had Veeby

cried? Did she know that Veeby had just gone through a Domestic Violence situation? Did she know that Noelle was not spending any time with her father? Was that taken into account when figuring out the Child Support? Questions, questions, questions…ad nauseam.

Finally, Carol was able to cross-examine the mediator, who verified that I paid much more in Child Support than I needed to based on the Child Support charts. During mediation, we formulated a "deal" which allowed Veeby more money per month by calling it "Child Support"—which would be considered non-taxable—over six years with no diminished amount when Noelle turned 18. That was in lieu of Alimony payments—all of which was explained to Veeby at the time. The Alimony component became part of the financial package that was created, agreed and initialed by myself and Veeby. The mediator recounted how she was "shocked" when she heard that Veeby had filed a Motion to Set Aside the MSA. The mediator was then dismissed from chambers.

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The call went out into the lobby by the Bailiff—*Lawyer #2 was summoned as a witness!* Inside chambers, we waited in silence for a moment—apprehensive about the possibilities of the imminent showdown. Suddenly, the door was kicked open and laid flat. A cloud of dust slowly dissipated to reveal Lawyer #2 standing squarely on top of the door—and clearly ready to take on the insulting party. Theme music from *The Good, the Bad and the Ugly* magically wafted into the room from the elevators around the corner.

While none of the drama in the previous paragraph actually occurred, it accurately describes the tension in the room as #2 entered chambers to face Lawyer #3's accusation of having given *"ineffective representation."* However, a truly inept circus ensued.

Eventually, Lawyer 2 was allowed to get to the meat of the matter. She confirmed she and Veeby were scheduled to go to the 2nd mediation for Clarification of the Parenting Plan, but Veeby claimed she didn't have the money to pay her. Since the main items to clarify revolved around the time-sharing schedule, Lawyer #2 offered to be available to her by phone while Veeby went alone to mediation. #2 stated she believed she and Veeby had a good working relationship

and was "shocked" when the Motion to Set Aside the MSA was filed citing her *"ineffective representation."* Lawyer #3 then brought up emails between the two which indicated Veeby still owed Lawyer #2 payment for services rendered. Lawyer #2 recounted her confusion that Veeby couldn't afford to pay her to go to mediation, but could afford to hire another attorney. I felt similarly.

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The Judge was *very* patient with Lawyer #3, but he also shook his head constantly and murmured during #3's attempts to create complete sentences. He indicated that the two precedent setting case law examples that Lawyer #3 had submitted to help her argument to "vacate" our MSA actually did just the opposite—they supported the argument to uphold the existing MSA. The Judge pointed out that ALL the previous questions and issues that Lawyer #3 had brought up at that hearing were *not* addressed in her Motion—and he could not rule on something not in the current hearing's Motion.

The Judge proceeded to go line by line through her Motion to Set Aside the MSA and stated each time that *"ineffective representation"* had not been proven and was not consistent with the testimony of the mediator or Lawyer #2, whom he believed—probably since the Judge worked with those two lawyers on a regular basis. He stated that Carol's request for Fees would be *Granted*, but it would be fees to be paid by Veeby back to me Yet another hearing would be set up to determine *that* financial issue.

The Judge stated that the entire Motion to Set Aside the MSA was **"Non-Meritorious"**—that the accusations contained therein were not proven—and that it was sad how many hours had been spent on the whole thing. He finally declared, **"Motion DENIED."**

Carol then tried to get the Judge to sign the Order for the school bus issue—previously discussed, but he hadn't signed it yet. He told her to submit it for his signature along with the Motion we were just wrapping up.

So, I "won"…yet, it felt like a hollow victory. I noticed the sadness in Veeby's eyes and the way she slouched in her chair during the hearing. I had always tried to take care of her during our time to-

gether. It hurt me deeply knowing she was hurting, even though self-inflicted as a result of her actions.

The Judge's comments from the hearing transcript were written pretty darn close to the above text in his signed ORDER ON Veeby's MOTION TO SET ASIDE MARITAL SETTLEMENT AGREEMENT.

The Judge would eventually order Veeby to pay for all the Attorney fees and costs for this *and* the school bus issue. It surprised us when the Judge actually called their Motion ***"not meritorious."*** He would eventually call Veeby out on the way she handled the whole school bus issue as well.

The story Veeby was selling within her *Game of Divorce* strategy continued to unravel…thread by thread.

64

Rotten Fresh Produce

While Veeby began the *Game of Divorce*—with she and I as the only *real players* who would endure the real life consequences to its outcome—we both needed to hire "game pieces" to represent and advise us as we moved around the "board." Since neither Veeby nor I knew the Rules to the game she wanted to play, we basically rented better players—players that knew the rules. I liked my representative, Carol, from the beginning and felt like I'd made an excellent choice. It appeared that Veeby was having a harder time finding a representative that met her needs.

One of the official rules within the *Game of Divorce* was "Ya gotta show the 'other side' your cards." Even though we disagreed with Veeby's idea of setting aside our MSA and just starting over, rules were rules. Each side had to freshly produce new financial documents…which we'd done just seven (7) months earlier. I was sure to get the rotten end of any new deal since (1) Veeby's finances were no longer a known quantity; (2) she had changed her financial numbers in the *Game of Divorce* before and I believed she would be open to doing so again; and, (3) Lawyer #3 had suggested I had "millions" hidden somewhere *[I wish]*. However, I believed Veeby had more cards hidden up her sleeve.

Carol followed the rules and requested Veeby's camp to produce documents and financials required for *their* Motion to Set Aside the MSA, which was immediately met with a similar request from Lawyer #3. We responded and objected to having to produce, claiming their request was *"…overly broad, unduly burdensome, oppressive, and/or seeking information that is not relevant to the issues in this lawsuit or reasonably calculated to lead to the discovery of admissible evidence…"* and *"All information relative to a determination of the parties' assets, liabilities and John's income has been provided through John's Mandatory Disclosure and Financial Affidavit."* Of course, Lawyer #3 then filed a similar response and objection to our request for production of documents…using pretty much the same wording.

Veeby's camp was not *happy* that we objected to their request for production, so Lawyer #3 filed a second request, and we filed a second "No, thank you" response.

All the financial information had already been produced. It had been sitting out on the shelf for all parties to peruse for the last seven (7) months…simply rotting.

65

Come Sit Down at the Table

After our Mediated Settlement Agreement was signed in early 2008, we had several issues that needed to be clarified. For months, Carol, Kelley and I had written Veeby—*and whomever happened to be representing her at the time*—with a single goal: to come sit down at the table and figure this stuff out with us. It wasn't rocket science that needed to be addressed. For some reason, Veeby's camp simply wouldn't discuss the outstanding issues. Even if Veeby was trying to *set aside* the MSA, or was successfully preventing Mark from riding a bus to my place—that shouldn't have impacted or prevented us from clarifying the other outstanding time-sharing issues. Life was continuing and Veeby's lack of communication regarding all Co-Parenting issues made life that much harder. I believed the world was finally able to see the dance steps from her *Silent Treatment Tango*…at least through public court documents.

Mediations to clarify would be scheduled, only to be canceled by Veeby's camp. Veeby *truly* wiggled out of every single attempt to mediate our differences. Veeby withheld Co-Parenting communications—she typically would not answer or acknowledge emails, texts or phone calls. It felt like I was living in a war zone where "radio silence" was being observed. Why did there have to be a war at all? That simply didn't make sense to me. I didn't have any idea what she was going through or what had happened to her to make her act this way. All Veeby needed to do was be…in a word…*civil*. It remained a complete mystery as to WHY she couldn't bring herself to be civil—not even to the benefit of our children.

The Judge had Ordered us to attend mediation and figure things out, but that seemingly didn't matter. The last time mediation was scheduled, Veeby and I were to have each paid for an hour of the mediator's time as a deposit. I paid my portion, but she never paid her portion. Then, Veeby canceled that mediation the day before it was scheduled—*of course*—and I lost *my* deposit. She didn't lose any

money since she never followed the rules to pay two weeks ahead of time. I believed Veeby's camp threw any obstacle they could think of in the path…which only prevented us from being able to finalize divorce. What was her reasoning? Veeby said she wanted to no longer "partner" with me, wanted to separate from me and eventually divorce me, but her actions and behaviors only elongated the process. Again, she wanted me gone, but she wouldn't let me go. Her words and her actions were not…***congruent***.

After 33+ years together—plus my being a fresh new player to the *Game of Divorce* and its ever changing rules—I naively kept trying to Co-Parent and coordinate with Veeby. That's what I was told was *supposed* to happen. However, Veeby was doing a very public *Silent Treatment Tango.* Veeby simply would not clarify, discuss or communicate concerning:

- *Parenting Plan time-sharing clarifications;*
- *School Bus issue for Mark;*
- *My request for a Parenting Coordinator, since she wouldn't Co-Parent;*
- *My concerns about Custodial Interference;*
- *Her non-payment of the HELOC expense;*
- *Who moved into "her" house;*
- *Summer vacation times;*
- *Service providers contacting me due to her non-payment;*
- *Orthodontist situation for Mark;*
- *Misc. reimbursement issues; and,*
- *Passport issues.*

As I've previously stated, we had to file a MOTION TO COMPEL COMPLIANCE WITH [the MSA] as well as a MOTION FOR CONTEMPT OF SHARED PARENTAL RESPONSIBILITY.

I was just trying to get Veeby to *do* what she had previously agreed to do.

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Additional accusatory Motions were then submitted to the court by Veeby's camp, which resulted in the appointment of a Guardian ad

Litem to represent the children's interests. That was then used to thwart another scheduled mediation attempt.

Carol wrote *many* letters to Lawyer #3—trying to avoid mediation fees and attorney's fess—which were simply never answered.

It seemed like Veeby's camp had thrown everything out the back of their pickup truck as it traveled down the Divorce Road. Carol and I had to steer around everything that came flying or bouncing towards us. It felt strange to use the courts to talk, but that was my only option. I needed someone else to help "encourage" Veeby to discuss our outstanding issues, or stop getting in the way. If she wanted to truly divorce me, then let's get on with it. Stop the whole passive/aggressive thing, please.

Citing Veeby's failure to pay for the GAL report, her non-compliance and overall contempt of her financial obligations, we finally asked for the Judge's help. We filed a MOTION TO COMPEL MEDIATION AND/OR WAIVE REQUIREMENT.

Thankfully, the Judge understood what was going on and signed the ORDER which (1) waived the requirement to attend mediation, and (2) then set a date for something called a "Final Hearing"—where all remaining motions and issues would be dealt with before the Judge. YEAH!!

Each of the obstacles Veeby had thrown down into the path—which prevented a final divorce decree—would soon be picked up and examined by the Judge.

66

Neewollah

As previously mentioned, I offered to let Mark enjoy Halloween events over at Veeby's place that year. She was having a party! Halloween fell on a Monday that year and he was scheduled to be at my place. However, if there was going to be a party of some sort at mom's place…great…fine… Mark should go and have fun.

However, when I arrived to pick him up later in the evening, there were no other cars parked around and it looked like no party had occurred. Indeed, Mark informed me that a friend of his came over and Veeby had simply taken them around the neighborhood for Trick or Treat.

Wait…WHAT? If there were no party or other festivities scheduled—as I was led to believe—I would have enjoyed taking Mark out around the neighborhood that evening. I thought that I'd made a sacrifice so Mark could enjoy a party. It appeared I'd been "played." I felt misled. I got ripped off.

When Veeby and I were together, we coordinated not only our children's care, but all our social gatherings, parties and life events. I *believed* there would be a *party* because Mark had mentioned a "party" and Veeby then confirmed via email: *"…I will text you when we are done with the party."*

Note to Self: No longer trust Veeby's words…and the semantical games she likes to play.

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To make matters emotionally worse, I remembered the previous year's Halloween day, and how Veeby had gone to my work to surprise me, and had waited in my car with the windows rolled up. She told me to not come home *that* day…that I could just wear the clothes on my back for the rest of the day. She took away my participation in Halloween activities with the kids the previous year also.

The final nail in the *[Halloween]* coffin: It was coming up on the first anniversary of her decision and announcement to *end us.*

There were many emotions swirling around inside of me…and they were coming to the surface.

67

Chicago…Convention

I learned that Veeby made travel arrangements for herself and Mark to fly to Chicago. An online game that Mark really enjoyed was releasing a new version of their product, so they were going to be there for the release event. I had no problem with any of that, other than the fact that Veeby never told me about the out of state excursion. Any time I traveled with Mark out of state, I informed her. However, she made no attempt to communicate. Again, I felt the typical dance steps of her withholding and my pursuing.

I wondered why she wouldn't pay her bills, like the HELOC, but was somehow able to do "fun" things that included air travel, hotel and meals in Chicago? I really didn't begrudge her taking vacations and living her life, but I believed she should pay her bills *first*. I believed that would have been a wiser choice but, it was not the choice she made.

Since Veeby treated me as if I had DIED, I knew she probably would not communicate her travel plans with me. Instead, she would probably let Mark be the messenger. I really hoped she could muster an ounce of Shared Parental Responsibility and send me an itinerary or something—somehow extend the same civil courtesy I had modeled for her when Mark and I went to visit my parents. Alas, that never happened. However, I also knew that her *not sharing* would set a bad precedent, so I wrote her:

> *Veeby—I understand from Mark that you and he are planning a trip to Chicago later this month. Please provide your dates and times of travel and flight itinerary information to me asap.*

Two weeks went by and I received no reply. I understood they would fly out in two more days, so I wrote her again:

> *Veeby—Please let me know your travel plans and itinerary for you and Mark traveling to Chicago. I have only received information about this upcoming trip from Mark…you have never communicated with me regarding this trip. This is my second request. If there were an emergency, I would need to know.*

Moments before they left her house to drive to the airport, she finally emailed me:

Delta #75, Delta #662 [departure date]
Delta #663, Delta #71 [return date]

That was it…that was all I ever received. Last minute…after weeks of politely asking for information. There was nothing about *where* they were going or staying. I felt her decision to not share was totally UNCIVIL. It appeared she was scared that I would somehow thwart her plans—like she had taken Mark from the airport three (3) months earlier—which was pure silliness. She knew me and that was something I would never consider doing. That was how *she* operated, not me.

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Now, I thought the rules that came with the *Game of Divorce* stated that we were to communicate and Co-Parent our children? Apparently, Veeby only observed what she wanted to…and made up a few rules as well. Still, I kept to the higher road…and immediately texted her back:

Veeby—It's wonderful that you are taking Mark on this special trip.
I am happy for you both. Enjoy the time and getting away.

I looked up the flight numbers Veeby had provided to find a pseudo-itinerary. Upon their return, I texted both Mark and Veeby:

Welcome back you two…hope you had a great trip!

I had modeled civility and politeness to Veeby for years. Of course, that knowledge was one of the first things she tossed from the boat when she got out. Her reply to my "welcome back" text?

As per the agreed Parenting Plan in place, ***"If there is no school on a Monday or Friday, that day attaches to the weekend time-sharing for the parent having that weekend."*** *Since there is no school on Monday and the weekend has been my time-sharing weekend, Mark will spend this Monday with me and you may pick him up on Tuesday.*

The *itch* that I felt…made me *twitch.*

I looked around for the letter **"B"**—to use as a back scratcher.

68

Thanksgiving 2008

Veeby and Mark stepped off the plane from their Chicago trip on the Sunday evening before Thanksgiving. The school system had decided to let the kids have that upcoming week off from school as a cost saving measure that particular year. Veeby immediately signaled her intent to "keep" Mark the entire next day, based on the existing Temporary Parenting Plan. I was informed of her decision…there was no discussion or debate…the Queen had spoken.

This was *the very issue* that got the whole "clarification ball" rolling! We simply couldn't get Veeby's camp to clarify or discuss the topic of a detailed Parenting Plan. Monday was not a holiday! I continued to disagree with her interpretation that any time there was "no school" on a Monday, she would just keep Mark. I believed it would be better for Mark to keep to our regular time-sharing schedule. Yes, **I** *also* wanted to *see* my son, especially after his Chicago trip, to catch up and hear about his adventures. I wanted to discuss the issue more with Veeby, but she simply wouldn't acknowledge there was any problem or any other way of proceeding, except *her way*. Her way meant I would only get to see Mark from around 2 pm Tuesday afternoon—since he slept late—until 2 pm on Wednesday…at which point I was to "return" him—so *she* could enjoy her normal Wednesday/Thursday time-sharing. This was the "sacrifice" she was willing to make—to part with Mark for 24 hours!

I was certain there were no CONTROL issues going on. Additionally, there had been no discussion about how to split or share the upcoming Thanksgiving Day. Mark was suppose to spend Thanksgiving weekend over at my place, per normal rotation. So, I wrote her:

> *Veeby—I continue to disagree with your interpretation of the minimally worded Temporary Parenting Plan which was later incorporated into our MSA. Today [Monday] is not a holiday…which was the implied intent of the reference to there being no school. As such, Noelle and Mark should be coming to my place per the normal time-sharing arrangement. Indeed, this is*

why we have been asking for some Clarification since last March, which you have blocked at every opportunity. Further clarification is needed regarding all holidays since the only holiday even mentioned was Easter.

Until this is remedied in court and through mediation, I will protect Noelle and Mark from further confusion by allowing you to maintain the control you so desperately need in this area. Noelle and Mark may spend the day with you. I will pick them up in the middle of the day on Tuesday.

However, Thanksgiving [Thursday] IS a holiday. While we have no clarification of a holiday schedule yet, the intent of our state's 50/50 laws support us splitting the day.

I will pick up Noelle and Mark at ***3 pm*** *on Thanksgiving Day. This will allow them to celebrate a Thanksgiving meal with you and will allow me to see my kids the other half of the day. They can spend the night and begin their regular weekend time-sharing with me on Friday.*

The problem with my thinking was that it was logical and reasonable. Therefore, I was pretty sure it would be met with resistance. In consistent Veeby fashion, it was met with silence.

I felt there was a very real possibility I might not get to spend Thanksgiving with Noelle or Mark. Once the Queenly utterance had been delivered via email, the castle gates quickly closed. I was shut out from having any interaction or discussion with her Highness. My emails were like little arrows trying to break through her stone wall of silence.

I then went into *Emergency Mode*—not wanting to be prevented from having my own Thanksgiving celebrations, with my children. I reached out to Carol. I reached out to the GAL. Carol reached out to Veeby's counsel. No one could "make" Veeby communicate or Co-Parent…or do anything. I was informed that since no holidays other than Easter were mentioned in the Temporary Parenting Plan, I had nothing to "enforce" through the court system. Again, that's why we needed the detailed and clarified Parenting Plan.

I was pretty safe in assuming that Veeby was going to do whatever she wanted to do and I had no alternative other than to defer to her tyrannical ways.

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Even though we had a court date scheduled for the week *after* Thanksgiving, that wouldn't help me *on* Thanksgiving—I needed an immediate resolution. I did not know how to stop Veeby from bullying her way through my life and time-sharing schedule. My fear was

that it was also negatively impacting our son's lives. I didn't think all her control issues were beneficial for the kids to observe. I did believe she should not be using the kids as pawns as she played her *Game of Divorce*. I pondered if I should provide a better parental example to my kids by showing them how to stand up to a bully, even if the bully was their mother. The dynamic within our family had long been "don't tick off mom." All of us lived by that code.

With no communication or coordination about my suggestion to split Thanksgiving Day at 3 pm, I contemplated just arriving to pick up the kids as I had indicated within my email. However, that scenario could go sideways very easily. The children might be put in the middle if mom "forbid" them from leaving her place to go with me. Noelle's coming over was an unknown variable. Then there was Veeby's ever popular "call the police" move, which would surely be memorable to our kids, friends and family celebrating at her place, plus the neighbors. By that time, I was pretty sure all the neighbors had jointly purchased a donut and coffee making machine to feed the parade of police.

The entire situation was *not fair*…to me or Mark. We couldn't make *our* Thanksgiving Day plans since Veeby wouldn't communicate in any way. He and I had talked about going to a nice restaurant to celebrate Thanksgiving dinner, but I couldn't make reservations since it was unclear if Mark would be "allowed" to leave her castle. He might not even be at her place if her family decided to celebrate elsewhere…and of course, Veeby would never share *that* information with me. No part of Thanksgiving had been fair that year. I felt bullied and derailed at every turn.

Finally, I talked with Mark and let him know some of the dynamics *[above]* of what was going on. He and I decided it would less "eventful" to just let him stay at mom's place all day on Thanksgiving. I was willing to do that for my children. *Less stressful for all parties if I once again deferred.* It felt like I had to give up my Thanksgiving "lunch money" to the bully. I taped my lunch money coins to a piece of paper and wrote her a note the day before Thanksgiving:

> *Veeby—I have spoken with Mark regarding picking him up tomorrow. He and I have agreed to let him stay the entire day. I will pick him up Friday, early afternoon to begin his weekend with me.*

I never received any response…even to *that* email. While I had every intention to split the Thanksgiving holiday, it was easier on my children to just give in to the bully.

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Thankfully, I was able to hang out with Mark the weekend afterwards. Noelle chose to not come over…which made me sad. Eliana was back from college for the holiday weekend and spent Friday night at my place. It was a treat to see Mark hanging all over his biggest sister…hero worship at its finest. We all slept late on Saturday. Eliana and I enjoyed a big breakfast together…with time to talk and catch up. We finally awakened little Mark around noon.

After big sister left on Saturday afternoon, Mark and I decided to create a completely new tradition for ourselves. We went to the store and picked up holiday stockings, a real wreath *[for the aroma]* and three little USB powered fiber optic Christmas trees for our computers…the kind that slowly changed colors. We also picked up some Santa hats—I got a red jester hat and he went with the black "Bah-Humbug" hat.

Most importantly, we wanted to purchase some type of fake Christmas tree for "our" place, but none of them appealed to us. Instead, we elected to do something a bit different. As a homage to the Charlie Brown Christmas tree, we made our very own "dead tree." The store had multi-colored LED lights wrapped around some branches…which caught our eyes and made our brains churn. We bought a Christmas tree stand and placed the colorfully lit branches inside. Our "dead tree" *came alive* once we plugged it into an electrical socket. It was pathetic and silly and inviting all at the same time. It was something different and we had a good time picking it out and being creative together. We laughed and laughed all through that season. We especially enjoyed the comments from my students about our unique Christmas tree.

We took pictures of our newly decorated place, took even sillier pictures while wearing our hats, and documented our perfect little Christmas tree. It was US, and one of the best tree trimming and holiday decorating events I'd ever participated in. Mark and I had a

great time. We laughed, we were silly together, we had pizza slices… all absolutely priceless.

I experienced a moment of clarity that weekend: Not one decision I made had been "wrong." Wow! I knew I could get use to that!



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Moving yet Again

Back at the Restraining Order hearing the previous January, the Judge indicated I needed to move into a place bigger. I was fortunate to have a very nice house open up and I leapt. However, the lease was only for a 10-month period, since a financial accommodation had been graciously extended. When it was time to renew and renegotiate my lease, the not so nice landlord actually DOUBLED my rent. I *thought* I'd seen some writing on the wall which suggested I'd overstayed my welcome. What exactly was he trying to say? The thought crossed my mind that he might want me to leave. When I awoke one day to find "GET OUT" spray painted on my car, I took the subtle hint and started to look for another place.

Since the school bus issue had not yet been resolved, I needed to move closer to Mark's school so he could walk if needed…without creating another World War III scenario with Veeby. Luckily, there was a nice apartment complex just half a mile away from his school. I made arrangements to move in.

For those of you counting, that would be my *fifth move* within a year's time: (1) I moved out of the marital house to the first condo; (2) I moved back into the marital house; (3) I was then moved back out of the marital house, courtesy of the Restraining Order; (4) I leapt into the rental house for 10 months; and (5) once more would be moving to a new place. Five (5) times physically moving all my stuff. Oh, what a year it had been!

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There are two sides to every story. I *was* to begin moving from the rental house to my new apartment after Thanksgiving. However, the management office at the new place called…and they were distraught. They just discovered that the previous tenants had totally trashed the apartment. The management folks were afraid they wouldn't have the place completely ready for me to move in by our

agreed date. They said there was a lot of work to be done before it was rentable again.

They were going to need to install new carpeting, resurface both bathroom tubs, resurface the kitchen counters, replace all the doors in the kitchen area, resurface the entire kitchen flooring…and they needed to order all new kitchen appliances—i.e., dishwasher, stove and refrigerator.

It was absolutely *horrible*…for them.

It was absolutely *wonderful*…for me!

Everything would be *new* when I moved in. I told them not to worry about my taking possession by the original date…that I had allowed an overlapping month to slowly move things from the rental house to the new apartment. I told them I was looking to stay at the apartment for several years, so no worries. I told them, *"Go ahead and get all the updates and new stuff done and I'll move in a couple of weeks later."*

Moral: One person's loss is another person's gain…or something like that.

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Our next court date was the Tuesday after Thanksgiving, but was scheduled in the afternoon. Therefore, I had no way to pick up Mark after school and get him back home. Courtesy of Veeby, his grabbing a school bus to the rental house was not an option. Instead of having him walk the three (3) miles to my place, I picked him up early from school and brought him home. I explained Veeby and I had court that afternoon.

I took the opportunity to also explain how the not so nice landlord had doubled the rent, so we were moving…and we'd check out the new apartment when I got back. After court, we drove over to scope out our new place. We walked around the complex and I showed him the model unit. He really liked the marble textured countertops throughout, and we discussed the future layout of our furniture.

I showed him the path he would walk to school…only 1/2 mile away. He said, *"What? I have to walk to school?"* We joked about just how "far away" it was and his little feeble legs might not be able to carry him that far. I told him that walking the family dog around the block at mom's place was the same distance as walking to school. He didn't believe me.

So on our way back home, we went to mom's place first and drove around the block to measure the distance with the car's odometer. Door to door, it was 6/10^{ths} of a mile around the block.

While walking home had not been his normal routine, at least at the new apartment it would be *an option*…if needed.

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Packing and moving *yet again*, I was still finding "*bread crumbs"* from my former life with Veeby. While boxing up some books, I came across a copy of *The Artist's Way: A Spiritual Path to Higher Creativity* by Julia Cameron. Stuck to the front cover was yet another "yellow post-it note" in Veeby's handwriting, on which she'd written:

> *John—I read this today in The Artist's Way book and thought it powerful: "Shame is a controlling device. Shaming someone is an attempt to prevent the person from behaving in a way that embarrasses us."*

Veeby had used both verbal and written shaming techniques throughout our time together in her attempts to control me—the "cat" in her life when she apparently really wanted a "dog." Finding the reference again after having gone through such a turbulent year was powerful…and brought me to tears.

I was ready. Ready to move on *[pun intended]*. Ready for a new year at a new place with new carpet and new appliances. I emailed Veeby my new address, per the legal requirement to do so. I began to feel like the tide was slowly turning.

At least I was still allowed to *dream*!

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Pay the Man!

Veeby's earlier accusations within her court motions that I had been "inappropriate" with my own children had triggered the Judge to assign a Guardian ad Litem to represent the children. The GAL was charged to conduct an investigation as to Veeby's accusations. She supplied "witnesses" and I supplied "witnesses"…it was fun *[not]*. Of course, Veeby only wanted to pay 20% of his fees. Since the initial skewing of her financial affidavit, she had enjoyed the sham as often as possible.

Her GAL "move" could be reduced to: (1) she made accusations, and (2) I got to pay 80% of the legal fees of the GAL. Even if the GAL didn't find anything—*and there wasn't anything to find*—I was sure Veeby would feel happy since she would have caused me more financial woes. However, Veeby would not even pay her 20%. She'd gotten the ball rolling, but then wouldn't follow through and pay the man. Therefore, we could not finish up the process and get officially divorced. It was frustrating as heck.

Although, I understood from Mark that Veeby thoroughly enjoyed her recent vacation time in Chicago.

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As the GAL wrapped up his findings, he wrote to *encourage* both sides to settle the outstanding bill so he could release his final report. While I didn't like having to pay the GAL fees regarding the false allegations Veeby had levied against me, I believed I would be cleared within his final report. I went ahead and paid my portion—and then watched the daily weather reports for *"Hell"*—praying the temperature would quickly drop.



Waiting…and waiting, but we heard nothing. The GAL wrote another letter to Lawyer #3, Carol wrote another letter. The temperature kept rising, with no indication of a freeze any time soon. The lack of response from Veeby's camp…felt very familiar. Veeby seemed to need some encouragement, so we filed a MOTION TO COMPEL Veeby TO PAY GUARDIAN AD LITEM.

Another six (6) weeks went by and still no communications nor payments occurred from Veeby's camp regarding her GAL obligation. By that time, I simply needed some closure. I could have waited until the next court date, shown the Judge that Veeby had not yet paid the GAL. At that time, the Judge might or might not compel her to pay…and it appeared it just might go on and on and on. We had the Final Hearing already scheduled, but no GAL report, because of Veeby's inaction and lack of communication. It felt like another verse of a very familiar song.

So, I went ahead and just paid Veeby's portion. It was the only way to get the GAL report we needed to wrap up the whole mess. I figured I would just add her GAL report amount to the other payments I'd made on her behalf when I requested reimbursement. Carol was *not too happy* with my decision, but I didn't want to prolong the process any further. If we really had a Final Hearing scheduled, I was hoping to help make it a Final Hearing.

What I didn't know was that the Final Hearing "opera" wasn't over. The fat lady hadn't yet sung.

2009

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Guardian Ad Litem's Report

The GAL listed the PROCEDURAL HISTORY, the FACTUAL HISTORY, the WITNESSES interviewed and the DOCUMENTS submitted by both parties. He then explained the CRITERIA UTILIZED IN his RECOMMENDATIONS. Then, he got to the good stuff:

The GAL's FINDINGS and CONCLUSIONS were as follows:

- *Presently, there is a great deal of anger and distrust between the parties, and each parent may have a different view of what is in the child or children's best interest. It is believed in time, that both parents can facilitate and encourage a close and continuing parent-child relationship. Honoring the time-sharing schedule has not been an issue.*
- *The Guardian believes that each parent is able to comply with parental responsibilities for their child or children. Further, the Guardian does not see evidence that either parent will delegate his or her parental responsibilities on third parties.*
- *Again, there presently is a great deal of anger and distrust between the parties, and each parent may have a different view of what is in the child or children's best interest. Both parents have appropriately considered the children's needs, although each party may disagree with the other's belief. And, each has demonstrated the capacity and disposition to properly care for the children. There is no evidence that either party has put his or her needs ahead of the needs of the children.*
- *The parties have been separated for some time now [prior to the appointment of the Guardian], and they reside within relative proximity to one another. It is hoped that the parties remain in relative close proximity to one another to effectuate the time-sharing schedule.*
- *The Guardian has not seen any evidence of any moral unfitness of either parent.*
- *No psychological testing has been performed on either parent. There are no allegations, nor any evidence of any mental or physical impediments of either parent.*
- *Both children are very intelligent, and do very well in school.*
- *Noelle does not want to see her Father. Her Father has agreed that he will not force Noelle into seeing him if she doesn't want to. Mark desires to spend time with both parents.*
- *Both parents appear to be informed regarding the children's needs, activities, etc.*
- *Both parents appear to be capable of providing a consistent routine for the children.*

- *Both parents appear to be capable of and openly communicate with one another regarding the issues and activities of their children, although they very often disagree with one another's opinion, and what is best for the children. They often do not have a unified front. The parties need to recognize the impact on the children when they are not united.*
- *The Guardian's primary concern at the outset of assuming responsibility as Guardian in this matter, was the cause of Noelle's withdrawal**, and whether there was any causal relationship between any inappropriate behavior of the Father and Noelle's withdrawing. The Guardian has communicated with Therapist 3 and Therapist 4, both of whom counseled Noelle. The Guardian attempted to contact Therapist 1 and Therapist 2, both of whom also counseled Noelle [neither were accessible]. Based upon the communications with Therapist 3 and Therapist 4, neither of them found any evidence that the Father has acted inappropriately with Noelle. Both of them stated that Noelle failed to give any indication as to why she felt the way she did.*

  The Guardian also met with Noelle, and Noelle stated that she did not want to see her Father. The Guardian pressed her to ascertain why, and she would not reveal any reason, other than she did not want to, and she did not have any other reason. Noelle also stated that she would not tell the Judge any reason other than that she did not want to.

  The Guardian also spoke to other collateral sources. No one has provided any information to suggest that the Father has acted inappropriately with Noelle, except perhaps that some felt he may have been too strict.

  ***[At or about the time Noelle's older sister left for college, Noelle became very withdrawn. It appears that since the parties' separation and Noelle no longer sees her Father, she is slowly getting back to the way she was prior to this period of withdrawal.]*
- *There are no allegations or evidence of any false information of any violence or abuse. The Mother has expressed a concern about the reasons why Noelle has withdrawn, however, the Guardian is not of the opinion that she has in any way provided false information. To the contrary, the Mother, at the outset to the Guardian made it clear that she had concerns, although no evidence, and she just wanted to be sure that there was nothing inappropriate.*
- *Both parents appear to be capable of and are demonstrating the ability to allow the other to participate in the children's school and activities.*
- *There does not appear to be an issue in either parent's home regarding any substance abuse.*
- *Although the Guardian is not aware of any disparaging comments being made about the other parent to the children, the children are definitely aware of the litigation, the disagreements of the parties, and are caught up in the disagreements of the parties. The parties need to recognize and understand the effects on the children, and avoid future conflicts that put the children in the fray.*
- *Each parent appears capable to meet the child or children's developmental needs.*

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The GAL then made the following RECOMMENDATIONS:

Time-sharing:

Based upon the apparent strong desire of Noelle not to visit with her Father, and based upon the Father's agreement not to "push" Noelle into spending time with him at this time, it is recommended that any time-sharing with the Father not be with Noelle. The Mother should have 100% of the time-sharing with Noelle, until and unless the parties agree otherwise, the Court orders otherwise, or Noelle desires to visit with her Father.

The Guardian sees no reason to deviate from the agreed upon time-sharing schedule [as it relates to Mark only] that was approved by the Court in the Temporary Agreed Order and what was subsequently agreed to by the parties in the Mediated Settlement Agreement.

It is recommended that the Father have the following time-sharing with Mark, as follows:

Every Monday and Tuesday commencing from after school or camp on Monday and returning Mark to school or camp on Wednesday morning. Further, the Father should have alternating weekends from Friday after school or camp and returning Mark to school or camp on Monday morning.

It is recommended that the Mother have the following time-sharing with Mark, as follows:

Every Wednesday and Thursday commencing from after school or camp on Wednesday and returning Mark to school or camp on Friday morning. Further, the Mother should have alternating weekends from Friday after school or camp and returning Mark to school or camp on Monday morning.

The GAL then gave detailed suggestions regarding a Holiday Schedule and further Parental Responsibilities.

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I did not agree with the GAL's opinion that there was *"a great deal of anger and distrust between the parties…"*—at least from my perspective. I was more utterly dumbfounded that Veeby had chosen to "end us" so terribly. I didn't feel anger with her accusations of being *"inappropriate with my children"* as much as I felt absolutely heart broken.

I've always been very loving with my children…and to have that be questioned was unbearable. I felt a deep sadness *for* Veeby…that she resorted to such a vindictive move in her *Game of Divorce*. I was

never concerned about the accusations, but more for how hateful I thought Veeby was representing herself.

The GAL's recommendation to not have time-sharing with Noelle. At least that had been discussed prior, so it wasn't a shock. I didn't understand Noelle's decision. Indeed, no one understood Noelle's behavior or decision to remove herself from our family. Early on, Veeby chalked it up to her "individuating" from us…which Veeby later reframed as Noelle's individuation from *me*. Was Noelle truly removing herself from *just me* as Veeby wanted to suggest, or was Noelle trying to make her life easier by simply dealing with only one parent during a turbulent time in our family? I had told all three children to (1) love on Mom, (2) love on Dad, and (3) not choose sides. Without Noelle's communication and interaction, it was hard to not feel that she had chosen a side. Unfortunately, I believed Veeby was trying to slide the story towards the "it was all Dad's fault" version. It hurt me terribly to "let Noelle go"…with only the hope that one day she would return and we'd continue in relationship. I imagined her getting onboard a ship and sailing off to start her own life. I hurt for my daughter, but I let her go…and *clung to a future hope of reconnection.*

While *"Both parents appear to be capable of and openly communicate with one another regarding the issues and activities of their children…"*—I felt that it was a one-sided conversation. Veeby treated me like I did not exist, which made Co-Parenting extremely difficult…or non existent? She didn't want to talk to me, despite her legal obligations to do so. I often imagined Veeby as an ostrich, sticking her head in the sand and just hoping all the "problems" *[me]* would just go away. Since *"…they very often disagree with one another's opinion, and what is best for the children."*—we were an ideal couple to get divorced.

The GAL's observation, *"They often do not have a unified front. The parties need to recognize the impact on the children when they are not united"* only confirmed what I already knew. There was no longer any way to have a "unified front" for our children. From Veeby's perspective, only *her* thoughts and ideas mattered.

It truly seemed like it was "her way or the highway."

The GAL would later agree.

72

Sitting for the SAT

While still in high school, Noelle was to take the Scholastic Aptitude Tests [SAT]…the standardized tests used for college admission. My favorite Co-Parent was not keeping me in the loop regarding *anything* concerning Noelle, so I asked Veeby in an email:

> *Veeby—Has Noelle taken her SAT test yet? If so, please keep me apprised as to her scores...and any URL link where I can see how she did.*

While it may be hard to believe, I received no reply. So, after a week I wrote Veeby again:

> *Veeby—Again, has Noelle taken her SAT test yet?*

I was surprised to hear in the distance the sound of an email delivery plane. Eventually, it broke through the clouds and came into view. I expected to see a note parachuted down…gently landing in front of me. I looked up and saw something tossed out of the plane as it crossed overhead. It looked like a package…or *something*. It landed a few yards in front of me with a big *thud*. It was a large rock, with a note strapped to it…from Veeby. Although not exactly what I'd hoped for, at least she'd finally found time to respond to my query.

Her note said, *"No."*

Okay…I could make lemonade out of that. So, I responded:

> *Veeby—Please sign Noelle up to take this college entrance requirement ASAP…there are only a few more test dates.*

She replied, *"Yep."*

Six (6) more weeks went by…and I received no further monosyllabic communications from Veeby. Seriously?

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I had divorced Veeby…*I never divorced Noelle!* I was just trying to stay connected with my daughter…whom I was not able to spend any time with or be a part of her daily life during her last years in high school. So, I "pursued" the absent Co-Parent with another email:

> *Veeby—Please let me know if Noelle has taken the SAT test yet? If so, what were her scores? Please provide a copy of her test scores.*

Veeby simply could not bring herself to share the information I was requesting. I thought she'd lost my phone number. However, she *was* receiving my email requests. Either she was receiving all of my emails and requests and was choosing to not communicate or respond…or, Noelle miraculously felt the need to write me with her SAT test results. She wrote me a brief email which simply listed her scores…her first communication in many, many months. I was happy and it looked like she did *very* well. I wrote back a quick reply:

This is wonderful, Noelle…I'm so very proud of you.

Love you...miss you...Dad

I later learned Noelle took the SAT's again…a normal option for students trying to improve their scores. She also took two "Subject" tests…to further help her stand out to colleges in their selection process. Let her proud father proclaim here…that Noelle achieved a perfect score on the Math subject test.

Did I mention I was proud of my daughter?

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Several months into the new year, I was talking with Mark and he casually mentioned he'd also taken the SAT test…before school let out for the Winter Break last year. He said he'd just forgotten to tell me, so no big deal, but *I had no idea*. Evidently, he was in a group of students at his school that they were "tracking" to follow their educational progress. He said they had already sent the SAT test report… of course, that was mailed to mom. I asked him to bring it over so I could see his how well he did, but he was only in seventh (7^{th}) grade…and kept forgetting.

I had already learned the Veeby lesson on CONTROL. It appeared she felt empowered to be the gate keeper of information… when and whether to share or not. I could ask, beg and plead for information, but there was no guarantee that I would ever get what I asked for. So, several weeks later when we drove over to mom's place to pick up something Mark needed, I asked him to also simply retrieve the report. He returned to the car empty handed, but with a Veeby message—that I should contact her directly with this type of thing…and not use Mark as the go-between. Evidently, Veeby got

very upset and couldn't easily "find it"—*I was pretty sure she had placed Mark's test report on top of the black studio monitors…she could look there.*

CONTROL, CONTROL, CONTROL. What a game Veeby was playing! When I had previously asked for communication or information on a myriad of issues…including asking for SAT information about Noelle…I got NOTHING.

Surprisingly, she "found" the report and emailed it to me…along with her little stab:

> *Shame on you, John, you know better than to use Mark as a messenger for what you want. Attached is Mark's SAT scores you wanted.*

When I previously tried to email or text or phone her directly, she had begun reframing those communication attempts into "I was harassing her." It appeared that as long as I was trying to communicate with her, she felt in CONTROL and could withhold the information. It felt like a middle school power play. You can't have "it" unless you ask me; you didn't ask in the "right" way; I'll *think* about letting you have it, etc. If a middle school kid tried to pick "it" up without her permission, she then complained to the teacher, "shame on him"… he didn't ask me if he could borrow my pencil. ENOUGH already. I was tired of the antics…and wasn't going to play that game any longer.

Considering she never shared that Mark had even taken the SAT test…had never alerted me of his test report or results when she received them…and was then trying to "shame" me once again for simply wanting to know? For not asking her…in the right way? Asking…produced no results…proven over and over and over again. It was one of those "damned if you do, damned if you don't" scenarios. Or, I simply couldn't win for losing.

One thing for certain—I could finally see through her shaming tactics…and they no longer worked on me.

I found myself singing the 1972 hit, *I Can See Clearly Now*…with a few lyrical changes:

I can see clearly now, that Veeby's gone…

The next week, I passed my annual eye exam with flying colors.



73

Parent-Teacher Conference

As the *Game of Divorce* continued, I was not able to see, communicate or spend any time with my daughter, Noelle. There had been a sudden and abrupt severance. While I longed to stay connected during that turbulent time, she was not in a space to want the same. Veeby chose to not help facilitate Noelle and my reconnection in any way. It felt like Veeby needed *someone* on her side and was using Noelle as a pawn in the *Game of Divorce.*

Undeniably, a thread still connected Noelle and I. She was my daughter and very much like me. I loved her enough to give her the space she wanted. The thread would always be there to lead Noelle back…but when *she* was ready.

I began receiving emails from her teachers at school: *"I just want to keep you posted on Noelle's progress in class. She has done very well. However, I have concerns about her continued success because, in recent weeks, Noelle has stopped doing the assignments."* Without full knowledge and understanding, I was also worried how she was handling the divorce of her parents, and whether her homework decision might be a reaction. I was receiving her grades through the school's email system…and watched them slip to depths never before seen.

I reached out to Veeby:

Veeby—Please let me know what is going on for Noelle?
Why are her grades falling so much?

She eventually responded:

John—Nothing is wrong with Noelle's grades.
Maybe you can talk to her teachers if you have questions.

REALLY? I had sent Veeby the school grades…it was undeniable. I wrote:

> *Veeby—Perhaps Noelle could be encouraged and guided to do her homework...to avoid getting so many low grades? I assume she's just struggling with very hard college level courses, but she could use help to focus from your side. I would gladly help her...if I were able to see her and spend time with her. So, yes...there IS something wrong with Noelle's grades.*

Noelle's attendance at school began to suffer as well. She had always been one of those "perfect attendance" students, but had begun to miss many days of school. Some were "Excused," but many were "Unexcused." I received the attendance email alerts when she was absent. With no way of contacting Noelle, I was left with whatever communication crumbs Veeby would share…which weren't many… or often. The latest text exchange was:

J: Is Noelle out of school?
V: No
J: She missed first two periods.
V: Yep
J: Please explain, Veeby…COME ON.

I tried to call Veeby, but she would *never* answer her phone, leaving me the singular option of leaving her a voicemail message. I emailed and texted my concerns. I was not being included in Noelle's life and my Co-Parent was not being forthcoming with information. All I got were mono-syllabic dismissive replies.

I had similar concerns and lacked information regarding Noelle's medical issues:

Veeby—Please communicate with me regarding what is going on with Noelle's health? I am simply amazed to have found out through the insurance company that you've taken her to the doctor twice now. What is going on?

She is our daughter. She is my daughter, too. I've been very concerned about her well-being during this whole last year, and to not be able to see her, communicate with her, or even hear from you…her mother and my partner of 33+ years…that our mutual daughter is sick enough to go to the doctor...is not understandable.

I have no clue what all is going on for you, but you owe me the courtesy of being civil with communications regarding our children. Like it or not...you are Co-Parenting our two remaining minor children with me. I have always been a very involved father [which you know].

So...what's going on with Noelle's health? Why has she been to the doctor twice now?

Of course, expressing my concerns—simply trying to communicate about the children's schooling or health—was reframed by Veeby…as *harassment*:

John—Per your voice message and texts yesterday, everything is FINE with Noelle. There's no reason for you to be so fixated with this issue.
Please stop harassing me. Now John, you know if there were any real serious issue with Noelle, I would let you know/keep you informed.

P.S. "mutual daughter" is redundant!

Supposedly, everything was "fine" with Noelle, but exactly *how* would I know that? I had no contact with her and Veeby wouldn't share information or help facilitate a better relationship between Noelle and I. Somehow, by merely asking for information, I was "harassing" Veeby. Plus, I received the very nice grammatical lesson within the "P.S." as her "GO AWAY" gift. *[Perhaps she could simply use a red marker for future gramatical correckions?]*

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I took Veeby's advice and booked a Parent-Teacher conference for myself with all of Noelle's teachers. The appointed day and time arrived—all the teachers were in place—and we began. They each expressed their appreciation for her abilities, but also their concerns and suggestions. She was a smart kid, but was not living up to her full potential and their expectations. All of a sudden, the door opened and Veeby entered the room. I instantly received a text message with the automatic weather update from *"Hell"*—that the temperature had quickly fallen below the freezing mark.

Veeby was overly sugary sweet in her greeting to all the teachers—interrupting the meeting already in progress—but she never acknowledged I was even in the room. We eventually resumed and I continued to speak and ask questions. I even tried to include Veeby in the discussions, but she would not participate. She just leaned against the small conference room wall. Several of the teachers rolled their eyes at me regarding Veeby's weird entry and her cold presence during the meeting. As the conversation refocused on Noelle's falling grades, Veeby suddenly offered that she didn't care about Noelle's grades. She was only concerned about Noelle's *"emotional health and welfare."* Alrighty, then.

From where I was seated, if Veeby were truly concerned about Noelle's emotional health and welfare, she would have taken her to therapy—as we agreed to do within our MSA—and I'd even offered to pay the co-payments. Since I didn't have access to Noelle at that time, it fell upon Veeby to follow through.

I was very concerned about both her emotional health and her grades. However, other than the Child Support I was providing each month, it seemed I was powerless to help Noelle any further.

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Months later, I stepped out around lunch time to run a few errands. While sitting in my car at an intersection, some kid crossed in front of me—but, it was Noelle! She was suppose to be *in* school, but there she was…walking towards her school in the middle of the day. I rolled down the window and called out to her, *"Noelle, let me give you a ride to school."* She slowly turned her head, looked at me, then turned back and looked straight ahead. She walked right in front of my car and kept on going…she never said a word in reply. I rolled down the passenger side window as she walked in front of the car and called to her again, *"Noelle, it's hot outside. Let me give you a ride to school."* She never turned nor responded. Aaahh…teenagers!

The normal parental questions ran through my mind. What was she doing out of school when she should be in school? Does Veeby even know she's skipping school? If so, why didn't Veeby let me know? Does she have a doctor's appointment, or was she just hanging out at a friend's place?

I called the school later in the day. The front desk said *someone* had met her at school and signed her in as an "Excused" absence.

Since I had learned to enjoy exercises in futility, I wrote Veeby a note—simply alerting her if she wasn't aware:

> *Veeby—You may or may not know that Noelle has been missing a lot of classes...even more so lately...she has a ton of Unexcused Absences...I get all the emails...I observe from afar...and she will or will not bear the consequences to those decisions. I even saw her walking to school [around lunch time, recently] and she refused a ride from me.*
>
> *If you are not aware, you might consider asking her about this. I do not know if she has different appointments or if she's simply skipping school, hanging out at a friend's house after she's left your house in the morning…I don't know. It's been made impossible for me to even ask without the silly overtones that somehow I'm being a threat to your safety or Noelle's emotional well-being.*
>
> *So...if you didn't know she's out a lot, now you do.*

Veeby's mono-syllabic reply…was consistent:

"Yep"

At least I received a reply. My being kept out of the loop felt frustrating as all heck. As school and medical issues arose, Veeby simply wouldn't alert me. If I didn't know, I couldn't ask…which played into the CONTROL she so desperately clung to. I had been very in-

volved in our children's lives, but the moment Veeby decided to *end us,* she determined that she was the only one who knew how to take care of the children "correctly" and effectively blocked me from knowing information. I kept asking pertinent questions as needed… and Veeby kept the information under different "shells"…always moving and hiding the requested information. Even when I asked the "right" questions, the shells would be shuffled and I kept losing a turn in the *Game of Divorce*. I believed it gave her a perverse pleasure and allowed her to feel she was in CONTROL. I really didn't need to be in control…as supremely evidenced by having lived 33+ years with Veeby. I just needed to know what was happening, from the Co-Parent. I had asked the Judge for a Parental Coordinator, but had not yet been granted my request. Veeby eventually wrote the following:

> *John—Wow…relax…**"Each parent shall be responsible for obtaining records and reports directly from the school and health care providers." [MSA]***
> *Noelle: She's making her own decisions...she is 17.*
> *Medical: Refer to my previous communications via e-mails.*
> *There are no parenting issues here...chill out.*

I had no problem obtaining records and reports on my own, but I couldn't ask for or find out what I didn't know. If I didn't know, I didn't know to ask.

Have I mentioned it was a frustrating situation? Was I the only one that saw what Veeby was doing…how she was acting mean-spirited and spiteful every chance she got?

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Final Hearing

It had taken months to get to the upcoming moments.

From *"Happy New Year…I Want A Divorce!"* until the Final Hearing, 14 months had passed. Filled with accusations and innuendos, lawyers fees, parking costs for multiple courthouse hearings…it was all absolutely ridiculous. From **Plan A** to our recast version of the movie *War of the Roses*. Agreements made, then tried to Set Aside, a wild school bus ride—or lack thereof—it had been anything but boring. I really wanted boring back, please.

The Judge had finally had enough…*thankfully*. He gathered up all outstanding motions and issues, sat us down at a big table and began to hash out the issues for one final last time. At least that was the idea.

The spider…who eventually caught and ate the fly living on the wall within the Judge's chambers…would have heard the following:

FINAL HEARING

~portions from the transcript ~

[Judge (A), John (J), Carol (C), Veeby (V), Lawyer (#3) and GAL (G)]

The Judge asked Carol to begin the Hearing with her Opening Statement. Carol's opening remarks are summarized below:

- A Mediated Settlement Agreement was completed one year prior. Immediate bump in the road. With no clear time-sharing Parenting Plan, Veeby kept Mark on first Monday of Spring Break, claiming "no school" so the day attached to her weekend.
- One year later, Clarification of Parenting Plan still not reached. Veeby won't respond to work out upcoming Spring Break split.
- Reminded Judge about the previous summer vacation when Veeby came to the airport at 11 pm and grabbed Mark, thus badly ending John and Mark's vacation time.

- John has provided Veeby with proposed two week vacation dates with Mark…no response from Veeby…John can't make plans.
- Carol opined Veeby was incapable of shared parental responsibility without a Parenting Coordinator. Asking the Court to appoint a Parenting Coordinator. Guardian ad Litem would confirm absolutely appropriate and needed.
- Reminded the Court about the whole school bus issue [i.e., Veeby utilized the bus for Mark, but prevented John]. Previously ruled on by the Court.
- We had an outstanding Motion for Clarification of a Parenting Plan…identical to the GAL's suggestion; With no response, the Court ordered us to mediation, which was canceled, Lawyer #2 was released and Lawyer #3 brought on.
- Highlighted how Lawyer #3 filed a Motion for Supervised Visitation—Judge appointed the GAL—and, Motion to Set Aside the MSA—Judge denied the motion and awarded entitlement to fees to Carol. Judge ruled the case was without merit and had no basis in law or fact.
- GAL did investigation, gave recommendations within a report, but Veeby refused to pay her portion to obtain report.
- Veeby's portion based on financial affidavits; Reminded Judge of the discrepancies he'd heard in numerous hearings about Veeby's financials. Asked for reapportionment to the proper percentages.
- On her behalf, John paid Veeby's portion of the GAL's report, so it could be finalized.
- Agreed by both parties to not proceed on the Motions for Psychological Evaluation. *[I'm not sure that was a good decision]*
- Carol recapped our outstanding Motions before the Court:
  - Motion for Clarification and More Definitive Parenting Plan;
  - Motion to Compel Compliance with the MSA;
  - Motion for Contempt of the Shared Parental Responsibility;
  - Motion to Compel Veeby to Pay the GAL; *[report fees]*
  - Motion for Attorney's Fees and Costs.
- Cited multiple examples of Veeby's…
  - refusal to abide by the MSA;
  - refusal to Co-Parent minor children;

- refusal to communicate, while disinformation given; and,
- refusal to pay her portion of non-covered medical expenses. *[i.e., braces, therapy, etc.]*

- Veeby denied her own handwriting in court and during initial mediation.
- Although Veeby denied her true income, Carol would produce financial records clearly proving otherwise.
- Income claims by Veeby were not congruent with her lifestyle and spending habits.
- Veeby withheld Mark's passport for vacation travel.
- Both Lawyer #2 and Mediator testified against Veeby's claims.

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Lawyer #3's opening remarks are summarized below:

- Veeby had been left all alone with two children.
- Veeby had signed the MSA, but didn't know the full extent of what she was doing.
- Noelle didn't want to communicate with her father, but was slowly returning to being a "normal" child since the father was out of the house.
- The legal process had been a *"treadmill of spending"*…Veeby had no money…Lawyer #3 was working "Pro bono."
- Veeby was in *"99.9% agreement"* with GAL report, with the exception of wanting only one week of vacation for summer, instead of two weeks.
- Noelle stayed with Veeby 100% of the time and *"She had no problems with that."*
- There was agreement that Veeby had taken some vacations, but her family had given her money for those since Veeby was *"so stressed out"* and they were worried *"she may do something weird."*

The Judge made sure the parties were in agreement regarding the clarified *[more specific details]* Parenting Plan, except Veeby's request for only one week of summer vacation versus our request for the more normal two weeks. However, no Parenting Plan had yet been submitted into evidence. The GAL had only included a suggested Parenting Plan within his report and a copy of Carol's previously

submitted Clarification Parenting Plan could not be found. Therefore, it was agreed the GAL would quickly write out his suggested Parenting Plan onto a standard form for inclusion. The Judge stepped out while the GAL wrote. Of course, during that time Veeby's camp also expressed an issue regarding consent for out-of-state or out-of-country travel. We tried to discuss it without the Judge present, but to no avail…so, that was left blank. The Judge returned and we continued.

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Carol then questioned the Guardian ad Litem…which included:

C: Do you believe that there is any reason whatsoever that my client have supervised visitation?

G: My answer depends upon which child you're referring to. I have a different opinion as related to Noelle than I do as to Mark.

C: As to Mark?

G: No, I do not believe there should be supervised visitation.

C: You didn't find any merit to Veeby's allegation in her report, is that correct?

G: I investigated it and I did not find any evidence of any wrongdoing.

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C: Let's talk about Noelle. You've investigated, you've tried talking to her, tell me your opinion of what is troubling this young woman?

G: I don't know. I have spoken to two of the therapists that treated her and they had a difficult time finding out. The problem was that Noelle completely withdrew and very quickly. She withdrew from life and stayed in her room, would not come out of her room, would not communicate, when the parties separated she did not want to have any communication or dealings or visitation with her father.

C: You were saying that Noelle—before their separation, before the filing of divorce—Noelle had been completely withdrawn from both parties, correct?

G: It's my understanding that it all came about at or around the time their oldest child went away to college.

C: And so both parties—when they were still in their marriage—had sought professional help from two or three different psychologists to try to get her out of this, is that correct?

G: That's my understanding.

C: Please continue about what you found.

G: So I spoke to the therapists that were treating Noelle or had treated Noelle. I spoke to the parties. I spoke to Noelle as well as Mark. I spoke to other collateral sources that were provided to me, other witnesses. And no one was able to—including myself—to get through to Noelle as to what was troubling her. She felt she didn't have to give a reason. She was steadfast in her opinion. She wasn't going to tell anybody. And I pushed as much as I could. I'm not a psychologist so I'm very

careful in what I ask but I also know that the psychologist could not get through to her as well.

C: *Do you believe in your expert opinion that this child requires therapy at this time or should be in therapy?*

G: *Well, obviously there's some issue going on. So certainly, if a psychologist is able to get through to her. I don't want her to go there if a psychologist raises his hands and says we're wasting our time. I kind of got the feeling that was happening previously. Now, I'm also informed that since Dad has been away and maybe there's less acrimony in the house, maybe things are improving a little bit with Noelle as far as becoming a little more outward. So maybe it may help.*

C: *Do you believe that Dad has a right to share parental responsibility of this child despite the fact that this child won't communicate or see her Dad?*

G: *Oh, yes. I still believe there should be parental shared responsibility but I oppose to pushing Noelle to see her father at this time.*

C: *We have discussed that. And John has stated to you he is not pushing himself in time-sharing. He just wants to actively engage in shared parental responsibility, is that correct?*

G: *Yes.*

• • • • •

C: *Are you aware of John's efforts of communication?*

G: *Yes.*

C: *Did John allege that Veeby was spoiling his efforts for time-sharing and communication, Et cetera?*

G: *In respect to Mark, yes.*

C: *Are you aware of the incident that happened in the summer during my client's summer vacation time-sharing?*

G: *The airport incident?*

C: *The airport incident!*

G: *I'm aware of it only through the emails back and forth.*

C: *Did you see the emails for two months leading up to the summer? I'm sure John provided them to you—requesting the time-sharing, requesting her to make her plans, requesting for her to consent to his plans prior to….*

G: *I believe so.*

C: *Despite his efforts to try and work out two weeks for each of them or a week here, a week there, whatever, there was never any agreement or consensus from Veeby, is that correct?*

G: *I remember there was a big battle over that.*

• • • • •

C: *Do you believe that the parties have Co-Parenting issues?*

G: *Yes.*

C: *Do you believe they have communication issues?*

G: *Yes.*

C: *Do you believe a Parenting Coordinator would serve these parties for the best interest of the children?*

G: Yes, subject to—financial viability.

C: Do you believe that if a parenting coordinator were appointed by the Court that there should be some communication about the "teeth" in the Order? Do you know what I mean by that?

G: I think so. Why don't you tell me?

C: Mom and Dad don't agree about the color of your shirt…or the color of my hair. If a Parenting Coordinator was appointed and got to either "break the tie" or come into the Court and convince the Judge why one party or the other should have the ultimate decision making or if there's such financial problems now, wouldn't it be cheaper instead of $400 an hour for an attorney—that's zero ($0) per hour as stated by Lawyer #3—to try to help these parties communicate in the best interest of their child or children?

G: Of course.

• • • • •

C: Do you believe that Veeby takes a "my way or no way" attitude?

G: Somewhat, yes.

C: How do you think she feels about her role as a Co-Parent?

G: I just get the sense…that if John doesn't agree, then it's going to be her way until someone else says differently.

C: Have you found that to be repetitious or a theme in this case?

G: All I can tell you is just—I mean, again it's based upon the emails going back and forth.

C: From those emails, what did you learn?

G: Exactly what I just said. My focus as the Guardian really wasn't trying to deal with the day-to-day issues. I kind of—immediately when I got involved in this case—got thrown into this school bus issue and spent an amount—I try when I'm a Guardian not to become a Parenting Coordinator and deal with the day-to-day little bickering.

C: Despite our request to try?

G: And I try to avoid it.

• • • • •

C: Well, let me stop you there about the bus issue. Do you feel that that was a complete and total waste of time for her not to consent, if she gets the bus, Dad gets the bus?

G: I thought it was unbelievable how much time and effort was spent on that issue.

C: Do you believe that my client is entitled to have a bus to and from his house like Veeby has a bus to and from her house—especially since they share time equally?

G: I previously testified that they both should have a bus or neither should have a bus.

• • • • •

C: Regarding your Parenting Plan…there are three issues that we found there. One, you recommended two weeks over the summer. Do you still stand by that recommendation?

G: I don't conceptually have any problem with two weeks. If you're going to utilize those two weeks to travel—it makes no sense to have the other parent not see Mark if everybody is sitting home. If someone is going to travel, then I don't have problems with two weeks.

C: You understand that she only wants one week? Would you have any reason why she would only want one week of time-sharing?

G: I haven't had any discussions with the parties about that.

C: While we were sitting in here when the Judge went into his office, you were trying to fill in the questions regarding travel outside the state and country, correct?

G: Correct.

C: You said that you wanted advance notice, we agreed, they wanted a month, my client wanted a week, correct for out-of-state travel?

G: Correct.

C: You thought that a month was too long. Did we come to an agreement as to what the Notice Provision should be?

G: I don't believe so. You asked for it in front of the Judge.

C: But either part could go without consent, correct, just provide notice and an itinerary?

G: I don't have any concern out-of-state.

C: And out of the country…you heard Veeby say she wants a Court Order to determine whether either party can travel outside of the country, is that correct?

G: Yes.

C: You are aware that John wants to go on a cruise to the Bahamas, that would be outside of the country, correct?

G: Yes, I wasn't aware he wanted to go on a cruise.

C: This has been ongoing—trying to get Mark's passport—so do you believe that it's detrimental to Mark's interest to go to the Bahamas on a cruise with his father?

G: I don't have a concern about that.

C: Do you think that the Judge should rule that a Court Order is required if Veeby wants to go to Europe or if John wants to go on a ship?

G: I don't have a concern about out-of-country travel.

C: Do you believe that the parties—to consent the issue of out-of-state or out-of-country travel—that there would be no agreement and we would be back in court?

G: Probably.

C: I have nothing further.

• • • • •

Opposing counsel then made a valiant attempt to cross-examine the GAL, but her questions and presentation before the Court were confusing as all get out. The Judge eventually asked her:

A: Ma'am, are we like at a different hearing from each other?

#3: No, Your Honor.

Lawyer #3 further illuminated the GAL's understanding of Veeby's *"my way or no way"* attitude:

#3: You stated previously that my client—anything that my client wants, she wants to get. Basically she's—I don't remember your exact words but they were words that it was "her way or no way?"

G: I did not say that. Carol said that. What I said was that in looking at the various emails that were provided to me between the two parties, that when there was a dispute, if he didn't agree with her or she didn't agree with him, he kind of backed off and it was whatever she kind of decided basically.

I don't want to mislead that if she says this is it, that's it. There were discussions…they disagreed with one another.

• • • • •

The Judge was very concerned and questioned the GAL extensively about Noelle. Satisfied after questioning, the Judge released the GAL from the proceedings. The Judge—being very aware of our particular case—then asked *me* questions…which included:

A: You are married to Veeby?

J: Yes, Sir.

A: You have minor children?

J: Yes, Sir.

A: Last you heard, your wife is not pregnant?

J: Not by me is the answer, Sir.

A: To the best of your knowledge she has not had any children since you separated?

J: Not that I'm aware of.

Regarding the Mediated Settlement Agreement, he asked:

A: Other than the Parenting Plan and the open issues, is this the entire agreement between you and your wife?

J: I believe so.

A: Do you agree to be bound by it?

J: Yes.

A: Do you hope she abides by it?

J: I'm hoping.

• • • • •

Of course, a question then arose which needed the GAL's input and clarification, so he had to be called and brought back to chambers. In the interim, I was questioned by Carol about the need for a Parental Coordinator:

C: Why do you think you need a Parent Coordinator in this case?

J: I have tried to email and text and call Veeby…trying to get remedies for different events, different holidays, different time-sharing…I get no responses. There's been no communication back. I have to have somebody help me communicate with her. She won't communicate with me.

Veeby's lack of communication was brought to light regarding the upcoming Spring Break:

C: Let's go back to the problem you had with the Spring Break right after the mediation agreement was entered into…what happened?

J: It pointed out a glaring omission in our Mediated Settlement Agreement—that said we would just incorporate the previous Temporary Parenting Plan into the MSA. However, it said that Veeby and I would talk and negotiate and alternate holidays.

C: Has that happened since the mediation agreement?

J: Not at all.

C: What was the problem the following Monday, the first day of Spring Break? Please tell the Court.

J: We mediated on a Monday. On Friday, four days later, I received an email that her interpretation of the time-sharing was that she would be keeping Mark on that Monday. And we have emails back and forth where I tried to be reasonable and said, the intent was, like we had mentioned earlier about Martin Luther King days, whatever, there was no specific mention of Spring Break and how to divide that. The GAL's report now recommends that we split the Spring Break, which is absolutely a good idea. Jumping forward to this year, I actually proposed that very thing to Veeby in an email representing our clarification motion and Guardian's recommendation. She has not replied back to that. As far as I know, this coming week Mark is staying with her. But I don't know that because I'm not getting any communication. I want to pick up Mark in the middle of the week.

Veeby's lack of communication regarding vacation planning was brought up:

C: The next problem that we alleged to have occurred was summer vacation. Can you please tell me the story in a nutshell?

J: Last May, I alerted Veeby that I had a vacation planned for specific dates in the summer. I sent a total of three emails to her trying to coordinate this time period.

And based on our motion for clarification, I had booked two weeks…found out later that she objected to that. So I was limited to just one week. I had booked airfare to go see my parents.

C: At any time during that time that you were trying to get these dates worked out, did she ever send you an email saying this is the week that she wanted to take with Mark?

J: No, she never made any comment.

C: Did she tell you it was okay or not okay to take your week?

J: No.

C: In fact, she just never responded?

J: Never responded. So, it's misleading to say that she never got vacation last summer with Mark because as I commented, I started that dialogue in May.

C: What happened at the airport?

J: I had Mark for a week. We flew out on Wednesday and we came back the following Wednesday. Veeby met us at 11 pm at the airport on the Wednesday we returned. She took Mark by the hand and raced him out of the airport…wouldn't even allow him to get his luggage. She would not talk to me.
She wouldn't say why. She just came and took him from me.

C: Is that before or after she alleged that you kidnapped your child and filed a police report?

J: Even though I let her know in May, she called the police when I was out of town and claimed that I had kidnapped my son. I had given her advance notice. I had given her the itinerary.

The disinformation given about Halloween was discussed:

C: So what happened?

J: Mark said that there was going to be a party at mom's house. And I said—I voluntarily asked him—would you like to do her party there? He said, "Yeah, sure." I sent an email to Veeby and asked—When?—so I arranged so that Mark could get there Monday and I would pick him up later that night. When I picked him up, it was apparent that there had not been any party. There was not a party. So Mark had just gone Trick or Treating with a friend. I would have liked to have done that with Mark. I was looking forward to that. But he mentioned the party and that people were going to be there, so I'm trying not to be detrimental.

My coordination attempts regarding the Winter Break followed:

C: Did you try to arrange with your wife to split the Winter Break in the year 2008?

J: By that time, I had learned to frame something with a closed date on it in my email. So I sent her an email for Winter Break saying, look—two weeks—let's split it or whatever—and if I don't hear from you by a certain time, then we will assume it's good.

• • • • •

The GAL stepped back into the Judge's chambers in order to clarify the intent of "non-specified" holiday…the very issue that needed to be clarified in a Parenting Plan the year before. Both Carol and the GAL were able to clarify with the Judge that the Monday of Spring Break was not a non-specified holiday, but that it was Spring Break and should be split per a normal Parenting Plan. That's exactly what I had been saying from the very beginning. It took a year of time and energy before the Court to simply get that confirmation.

The Court's time was then spent going over my requests for 50% reimbursement of non-covered medical expenses for the children. Emails were read…receipts were presented…all proving that I'd informed Veeby all along the way, but she had not yet reimbursed her portion of those expenses.

Carol brought up my paying the balance Veeby owed the GAL for his report…in order to complete all the court drama…a decision which would move us closer to a final decree. Discussion regarding the percentage of financial responsibility to the GAL ensued. Discussion expanded into my credit card debt…from all the divorce fees and expenses over the last year. Carol finally asked:

C: Why did you pay the Guardian for Veeby's final report balance?

J: Because we need this to be done. We need this to be done. I was trying to get reimbursement from Veeby today for that amount. She would not reply back. She would not let me know she was in a financial constraint. She would just not reply. But yet we couldn't get the Guardian report, he would not release it until it was paid. So I knew that I could go ahead and pay that, have her reimburse it. I don't have the money but I have a credit card I could swipe it on. I maxed out my credit cards between the Guardian and my other legal representation and mediation.

Similar questions emerged regarding my fronting her HELOC payments…it seemed to baffle the Judge…why would I do that? The concept seemed odd to some folks—that even though *she* ended us, I was still trying to take care of her and the children.

C: Why have you paid some of the HELOC payments on her behalf?

J: We agreed in March with our MSA and that I was a co-signer on the Note. She was going to refinance and take me off. She could not take me off so she sent me an email saying "I can't take you off the HELOC. You're going to have to pay otherwise your credit is going to suffer."

C: Didn't the MSA specifically provide that she would pay these HELOC payments timely, so as not to suffer your credit?

J: Exactly. We addressed that in mediation. And when she said that she was no longer going to pay that…I paid it…and then I forwarded it to her. I said, "I'm paying this on your behalf, please pay back." She would never communicate with me. I made one last payment—I'd had it. I finally made my last payment in October after making five or six HELOC payments.

I wasn't as worried about my credit as much as I was really just trying to be nice and helpful…so, shoot me. I *was* worried about the bank "calling the note" and her losing the house. From the very beginning, her staying in the house was part of our **Plan A**. Unfortunately, Veeby's lack of communication left me blind as to her intent and ability to pay the mortgage or HELOC. I didn't know what was going on for her. She finally shared an email with information she'd received from the bank:

C: Did she tell you what the bank told her? Did she tell you she doesn't care what the MSA says, that you are still responsible and that's what the bank says?

J: She did include that statement in an email back to me.

C: What did you do in response to her making that statement to you?

J: I told her that this was an important issue that she should communicate with me. If she's in a financial hardship, talk with me, communicate with me. I never heard anything back from her. She's just like our daughter, Noelle.

#3: Excuse me. Say that again.

A: I didn't hear it either.

J: It's a similar feeling in dealing with Noelle. There's just a wall I can't talk to. That's how it feels.

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Eventually…*finally*…the testimony turned towards what had been the most unscrupulous "move" Veeby had utilized throughout the entire *Game of Divorce*—her income and financial affidavit claims. I had been screaming for 14 months my belief that Veeby had falsified her court submitted information, thus skewing the financial percentages during the entire process. While I had documentation that would support my allegation…which included Veeby's handwritten post-it notes…I had not been able to place it before the Judge. Carol indicated prior to court that we would try to place the support documentation into evidence for the Judge's consideration…*and she succeeded*:

C: Your Honor, I would like to submit this stack of papers into evidence. The top one is a demonstrative aide for you to show you what calculations that were identified and verified through my office for each of the years. So that's not really evidence, that's just for you. But everything else—here's the business records the wife maintained on her income. And every single client name—for purposes of HIPAA—has been redacted.

A: Any objection?

#3: ***No, Your Honor.***

A: Without objection, admitted.

I knew instantly…just how verifiably HUGE that moment would prove to be. *It took a little longer for Lawyer #3 to realize.* The Judge would be able to view the evidence more thoroughly at a later time and make his own evaluation and ruling. As the dialogue in chambers continued to center around Veeby's income claims, #3 *eventually* objected:

#3: Objection, Your Honor. I don't see the checks. I don't see the relevance of this right now.

A: We agreed to Child Support. You're not moving to set aside the agreement, I would assume—after all we have been through. And this may have some bearing on your ability to pay the fees.

C: Ability of paying and also contempt.

A: What contempt would that have to do with?

C: Reimburse expenses, the medical expenses from the child, her inability to pay the HELOC payments, the Guardian….

A: Okay. Overruled.

#3: Your Honor, Objection. There's no one here to state that those were the documents.

A: These came in without objection. Overruled.

I grew up Baptist…and wasn't ever allowed or taught to dance. But deep inside—where no one could see—I was doing my own little *"Happy Dance."*

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Additionally, the Judge was presented with the original Child Support Calculation Worksheet Veeby handed to me at the List of Demands meeting—on which she'd written her actual income amounts in order to calculate the 55/45 split of shared expenses. But wait, there's more! Those little yellow post-it notes…with more

Veeby handwriting of her income…just happened to be there for the Judge to consider as well.

With documentation entered into evidence to warrant a closer look at Veeby's income assertions, Carol delivered the knock out punch—by suggesting Veeby probably *was* able to pay the lawyer costs and fees the Judge had previously awarded for the school bus issue and their Motion to Set Aside the MSA.

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Lawyer #3 was then turned loose to cross-examine *me*. After her *third* question, she suddenly proclaimed:

I rest. That's it. I rest.
I don't need to go forward. You can stop…

That seemed really odd to me. However, she then continued to ask compounding questions…juxtaposing a myriad of topics in a short span of time:

- Veeby's mortgage—Did you know Veeby wasn't able to pay?
  - [How would I know that with no Veeby communication?]
- Braces for the children; Still claimed Veeby was unaware.
  - [Even though emails had been provided which proved otherwise.]
- Propagating her own incorrect time frame of events and emails;
- Which computer went with me when I moved out?
- What old computer did Veeby give to Eliana when she left for college?
- Who prepared the tax returns? Didn't you guys go through an audit? *[Already asked and answered—back during the two hour continuation hearing on their Motion to Set Aside the MSA. We'd gone through the IRS audit process for two different tax years. No improprieties were found… and, we received a tax refund for both years in question.]*
- She tried to turn the tables by questioning my ability to pay for all the legal and medical expenses? *[I truthfully stated I'd "maxed out" my credit cards.]*

Carol had already questioned me about the previous Thanksgiving holiday…which tied into why I believed we needed a Parental Coordinator. I stated typically I received no response or communication back from Veeby when I tried to email, text or call concerning

events, holidays and time-sharing. Evidently, Lawyer #3 only heard my words as an accusation against her client…which needed to be disproved. Her questions, however, misstated and incorrectly attributed the dialogue within chambers:

#3: Let's go back to Thanksgiving Day 2008. Thanksgiving Day you said that she, my client, did not want to give you time with your child?

J: I don't believe I said that.

#3: You stated under oath that she was refusing to let you see…I'm going to show you an email you sent to Veeby the day before Thanksgiving. It's in reference to Thanksgiving. Please read the first paragraph. You said she was preventing you from seeing your child on Thanksgiving Day. Read that paragraph. Who is that email from?

J: It's from Veeby.

#3: Who is that email to?

J: Me.

#3: Can you read what is being said about Thanksgiving Day?

J: "Veeby, I have spoken with Mark regarding picking him up tomorrow. He and I have agreed to let him stay the entire day. I will pick him up Friday, early afternoon to begin his weekend with me."

#3: Thank you. Your Honor, I would like to enter this into evidence.

In trying to prove that her client was *not* preventing me from seeing Mark, Lawyer #3 used an excerpt from one of my emails to Veeby. *[Notice there was no email from Veeby to me that could be used instead.]* This was not lost on Carol, who easily found the entire email exchange… including my prior correspondence as I tried to arrange to split Thanksgiving Day. Per normal, I received no response or communication from Veeby. Upon Re-Direct examination, Carol allowed me to put everything into context:

C: Let's talk about this email #3 just entered into evidence—the date and time of this email from you to your wife is when?

J: It's the Wednesday before Thanksgiving at 4:15 approximately.

C: Did you try to split the day with her?

J: I thought that I had sent her emails prior to this trying to split the day.

C: Let me show you emails that were leading up to that.

J: Okay. So…this is my email to Veeby on Monday of Thanksgiving week.

[As a reminder, the school system had decided to let the kids have that entire week off from school in 2008…as a cost saving measure. Veeby and Mark had just returned from their Chicago trip and Veeby immediately invoked the *"no school"* clause from the Temporary Parenting Plan as a way to keep Mark for an extra day.]

C: What does that say?

J: "Veeby—I continue to disagree with your interpretation of the minimally worded Temporary Parenting Plan, which was later incorporated into our MSA. Today [Monday] is not a holiday…which was the implied intent by their reference to there being no school. As such Noelle and Mark should be coming to my house per the normal time-sharing arrangement. Indeed, this is why we have been asking for some Clarification since last March, which you have blocked at every opportunity. Further clarification is needed regarding all holidays since the only holiday mentioned was Easter. Until this is remedied in court and through mediation, I will protect Noelle and Mark from further confusion by allowing you to maintain control as you so desperately need in this area. Noelle and Mark may spend the day with you. I will pick them up in the middle of the day on Tuesday. However, Thanksgiving [Thursday] is a holiday. While we have no clarification of a holiday schedule yet, the intent of our State's 50/50 laws supports us splitting the day. I will pick up Noelle and Mark at 3:00 pm on Thanksgiving Day. This will allow them to celebrate a Thanksgiving meal with you and will allow me to see my kids the other half of the day. They can spend the night and begin their regular weekend time-sharing with me on Friday."

C: Did you get a response to that email?

J: No, but then I spoke to Mark directly which we discussed before that Wednesday email. I told him what was going on, that it was probably going to be less confusing for him to stay at Mom's…that's fine…we'd fix it in court later.

C: So you intended to split the day? You wanted to split the day? She did not communicate with you at all regarding your suggestion to split the day, is that correct?

J: Correct.

C: You gave in, like the GAL said—you always backed off, and you wrote her the email that Lawyer #3 just put into evidence, is that correct?

J: Yes.

C: Your Honor, I would like to move this into evidence.

A: Any objection?

#3: No, Your Honor.

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Time…kept on slipping, slipping, slipping…into the future. The Judge was super patient…he really deserved kudos. Carol wanted to get some direct-examination time with Veeby, but also knew Lawyer #3 had not presented their case yet. At the Judge's suggestion, Carol deferred to #3 and agreed to ask Veeby questions upon cross-examination.

The Judge motioned for Lawyer #3 to present her case. Surprisingly, the first words out of her mouth were:

#3: We rest, Your Honor. We just want to wrap it up.

A: You're not calling your client?

#3: No, we rest, Your Honor.

A: No problem. Argument?

C: I just asked for the right to call Veeby for judicial economy, so now unfortunately, I believe I need to ask her whether she's paid these HELOC payments or not and certain expenses for the record, unless the Judge is okay with what has been presented thus far—because I thought I was going to do it on cross-examination—for time.

So, the Judge swore Veeby in, got the correct spelling of her *new* name—*[out with the old, in with the new]*—and asked:

A: Ma'am, when was the last HELOC payment you made?

V: I believe it was June of 2008, Sir.

A: You have not made a payment since then?

V: No.

Questioning was passed to Carol, who continued:

C: Did you pay your share of Mark's teeth extractions, yes or no?

V: I have not received any bills.

C: Do you state that despite the evidence that has just been admitted into evidence showing emails asking, telling you about the costs and the receipts?

V: The orthodontist contacted me and told me…

C: Objection. Hearsay.

A: Overruled.

V: The orthodontist contacted me and told me I owed half of what my husband had contracted already with them. I told them that I did not have any money, that I didn't agree to any of it, so they said they would deal with my husband.

C: Did you pay the amount that you owed to the GAL for the Guardian fees?

V: When I saw the GAL in the summer, I paid him [initial amount].

C: That was for retainer, correct?

V: That was the charge he gave me at the time in order to talk with him.

C: That was based upon the Court Order appointing the Guardian based on your financial affidavit where you said you made about $$,$$$ a year, is that correct?

V: I saw the GAL because he was appointed Guardian by the Court based on my concerns about Noelle.

C: That's not my question. My question is, you paid him [initial amount] as a retainer because he was just appointed, correct?

V: He charged me [initial amount] because that was my share of his fees for being appointed by the Court as Guardian.

C: That share was based upon the financial affidavits of the parties?

V: I don't know what that share was based upon.

• • • • •

C: You did go to Europe for a week, correct?

V: In December of 2007…my husband moved out at my request, mutually we decided he would move out in November…

C: Your Honor, objection. Non-responsive. It's a yes or no question.

V: In December of 2007, I went and stayed with family in Europe to recover.

C: Did you pay for a plane ticket?

V: My family paid for that plane ticket. I put it on my credit card.

C: You took Noelle to Disneyland for four days?

V: My family went to Disneyland. I took Noelle because I got no vacation time. I didn't spend the time…

C: Did your family also pay for the Disneyland tickets, gas, the hotel room?

V: Yes.

• • • • •

C: Did you ever request summer vacation time with Mark?

V: When my husband informed me he would be taking Mark for two weeks, he knew it was only one week that I had agreed to. At the time we were scheduled to go to mediation to determine, decide all of that—I was waiting for mediation.

C: The question was again…and it's a very easy question. Did you ever suggest or request a week vacation, any specific dates from your husband about summer vacation?

V: Summer vacation had not been agreed upon because all that had been agreed upon was one week.

C: Did you ever provide dates of the one week that you wanted?

V: I didn't have any dates at that point. In late June we were expected to go to mediation. At that point, I assumed that's when we would be addressing it.

C: But you canceled mediation and fired your attorney?

V: I did not cancel the mediation. The mediator canceled mediation.

Dagnabbit…wait just one gosh darn minute there, Missy! Back at the end of June, 2008…without having received a Notice of Appearance form *[changing lawyers from #2 to #3]*, the mediator's office called Carol's office to tell them that Veeby's new attorney *[#3]* had called *them* and told *them [mediator]* to call Carol and inform her that the mediation was canceled. Confusing, yes, but that was the actual sequence of events. It's misleading when Veeby claimed *"[she] did not cancel the mediation"* and completely false to claim *"the mediator canceled mediation."*

Veeby's suggestion that she only agreed to one week's vacation was also misleading, but technically true. Neither she nor I ever had *any* discussions regarding summer vacation times or any division of holi-

days. We didn't have a *detailed* Parenting Plan in place. We had a *Temporary* Parenting Plan—told to us by the Court—that only mentioned "sharing" Easter and the kids' birthdays and seemingly tacked on ***"each party shall be entitled to one (1) uninterrupted week during summer."*** The Temporary Parenting Plan was incorporated into our MSA—what a *terrible oversight*. Veeby technically claimed only one (1) week because she initialed the MSA, but *we never discussed summer vacation details*…and I didn't know that we *should have discussed* it. In fact, the more normal two weeks of summer vacation had been suggested within our Clarification motion as well as by the Guardian.

Continuing:

C: Then you took Mark to Chicago, is that correct?

V: Mark paid for the Chicago trip out of his own savings because I didn't get vacation time with him. He wanted me to go with him.

C: Isn't it true that your vacation to Chicago was for a video game convention?

V: It was something that Mark wanted.

C: So you made your 12-year-old son pay for his own plane ticket or did he pay for yours, too?

V: I didn't make him do anything.

C: He paid for the hotel?

V: Mark paid for his plane ticket.

C: Where did Mark get the money for plane tickets, the hotel, the convention ticket, costs, all of the food?

V: Out of his savings that he had since he was born. I talked to him about that and said, this is your money that has been saved. He had $$$$ of savings in there. That's his money.

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C: Did you install video cameras, security surveillance cameras inside and out of your home in the last year?

V: Did I install…

C: It's yes or no.

V: I was scared for my life and he had access to my house, so my family helped me.

C: That same family still resides with you in the house although you're not paying the mortgage, correct?

V: I cannot pay the mortgage.

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C: Did anything change from your income from the time that you filed your original financial affidavit and now? Has your business grown?

V: No, it has not.

C: Are you marketing your business? Are you advertising? Has it gone lower? Have you lost clients?

A: Wait. You're asking two questions at one time.

C: Sorry. Have you lost clients? Has your business increased?

A: That's two questions again.

C: I have nothing further.

I could feel Carol's pain and frustration…trying to get a straight answer from the semantical game playing Veeby.

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The Judge took over and led us toward a conclusion:

A: Well, I think we are going to waive closings. I have heard everything that has been presented. We had very lengthy openings. I will reserve ruling. I will hopefully prepare an Order and send them out as quick as possible—including Final Judgment.

C: Your Honor, if I may? I have taken the liberty of preparing a Final Judgment and an Order referral to the Parenting Coordinator. I'm going to give you my proposed Order…

#3: I don't agree.

C: It doesn't matter. If the Judge doesn't like it, he doesn't have to use it. Can you give them their divorce today and do everything else retroactively?

A: As soon as I can get it out but, no.

#3: Your Honor, we have to come back again?

A: No…I sure hope not. Maybe, but not that I know of. Okay…thank you all. <u>Good</u> <u>luck</u> <u>everybody!</u>

Good luck?

It seemed like the Judge *knew* we were going to need that!

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CliffsNotes Guide on Final Hearing

The transcript portions from the Final Hearing speak for itself. The following simply fills in a few miscellaneous details and clarifications. After our Final Hearing, I needed time and space to simply breathe again…in order for the emotions to run through me. A couple of days later, I processed all of the details and events of that day and wrote them all down so I could remember.

I hadn't slept well the night before the Final Hearing, which was to be expected…too much swirling around inside of me. I arrived at the courthouse much earlier than required for our half day session. Carol was already there sitting in the Judge's lobby area. She knew the importance of the day and had been preparing her opening remarks…so it was a succinct presentation.

The Judge ran a little late that morning. Of course, that was bound to happen since I'd hired a court reporter *[on the clock]*. Past experience had taught me that Lawyer #3 usually only heard bits and pieces of the dialogue within our hearings, and then reassembled the information in very interesting ways…as the Judge actually commented about within the Final Hearing.

Veeby arrived in a white blouse, wearing some large costume jewelry—a big turtle shaped ring on the index finger of her left hand, and a silver chained turquoise pendant around her neck and…**black nail polish**. *That* was a new twist, since she'd never worn nail polish during our time together.

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Our case was called and everyone shuffled into the Judges chambers. While the lawyers seated themselves and began shuffling paperwork in preparation to begin, Veeby chose to sit directly across the table from me. However, she then repositioned her chair so she was facing sideways…as if looking towards the Judge. Then, she began to scratch her scalp with her left hand, but shooting me *"the bird"* while

doing so. Very intentional gesture—long straightened middle finger protruding proudly—but covered up from the Judge's view by Veeby's hair. I laughed to myself. Veeby did that a couple of times, stopping after scratching to just rest her head against her hand, but had her middle finger sticking straight up at me.

Leslie, another lawyer in Carol's firm, was on my right side and I tapped her on the arm. She looked across the table and observed Veeby's middle finger up in the air "flipping us off." A moment later, I tapped Carol on the arm, sitting on my left side, and she observed Veeby's crass behavior as well. We laughed at the middle school behavior. While Veeby used very purposeful non-verbal communication, if the three of us "tattled" to the Judge, it would be passive-aggressively denied. Wow…Veeby flipped me off four times in open court. I no longer recognized her…and who she'd become.

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I had six (6) outstanding motions before the Court—most to simply compel compliance with the MSA Veeby had already agreed to… and one motion to clarify our Parenting Plan. Veeby's camp had three (3) motions outstanding. The hope was that the Judge would rule on each motion, ratify our Mediated Settlement Agreement and a Parenting Plan and then sign off on my Petition for Dissolution of Marriage. I hoped to leave officially "divorced."

Carol's opening statement immediately pointed out that it had been exactly one year since the clarification fiasco began. The Friday before Spring Break last year, Veeby announced she was keeping Mark the following Monday…and we then went back and forth with emails trying to remedy. That was exactly why we'd filed the Motion to Clarify the Parenting Plan…just 10 days after we completed the MSA.

The theme Lawyer #3 used in her opening statement that there was a *"treadmill of spending"* seemingly didn't take into account that *most of the litigation could have been completely avoided*—and thusly the associated costs—if she and Veeby would have communicated, mediated and basically talked with us. Multiple emails existed—some entered into evidence, but most not—that would prove their lack of commu-

nication. The majority of the communications paper trail…was a *one way street*, with few responses or replies from Veeby's camp.

Reference was made that Veeby's "family" had given her money for various vacations because they thought she was stressed out and *"she may do something weird."* Carol and I had made the same observation, which was partially why we'd requested a "psych" evaluation for Veeby. While it was easier to simply dismiss *that* motion in order to cancel out a similar motion from Veeby's camp, I wasn't sure we'd made the right decision.

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At one point, the Judge left chambers so the GAL could fill out a Parenting Plan form, and we all sat silently. He spoke to us about future communications. Veeby only wanted emails, no more phone calls or texts. GAL said okay, unless an emergency, then call. Otherwise, create a paper trail with the emails. When he asked about vacation times, Lawyer #3 stated they only wanted ONE week of summer vacation. The GAL asked, *"Why?"* Carol mentioned that Mark and I had talked about taking a cruise, at which point Veeby immediately proclaimed, *"He's not taking Mark out of the country!"*

The GAL continued filling out the form and asked about who transported Mark to and from our homes? Veeby replied, *"Mark's father picks him up."* Apparently, I didn't even get a name any longer!

The GAL spoke extensively about his concerns regarding Noelle, whose birthday happened to be that very day. I've minimized much of Noelle's thread—for her privacy—but it saddened me greatly that I was encouraged by the GAL and the Court to *not* have time-sharing or interaction with Noelle. She was my daughter and I loved her very much. It was explained to me that my trying to stay connected through text, email or phone was being reframed as harassment! I agreed to let Noelle have space, hoping she was just going through a phase and trusting the universe that at some point she would figure things out enough to come back around. *[She **is** my daughter and I love and miss her very much.]*

The Guardian thought it unbelievable how much time had been spent on the whole school bus issue. He also agreed with Carol's assessment that Veeby exuded a *"my way or no way"* attitude. He under-

stood that the dynamic of her and my relationship had been I backed down on most disagreements…in order to keep the peace. Sadly, that was a huge validation for me.

I was quite amused throughout the proceeding to observe what was said between all parties versus what was understood and then reiterated by the legal representative of Veeby's camp. To his credit, the Judge let most of Lawyer #3's soft chuckling and inconsistent logical presentations wash over him—he must be used to it in his line of work.

Eventually, the Judge got tired of her lack of focus to the matters at hand and tauntingly asked, ***"Are we at different hearings?"***

Carol had subpoenaed Lawyer #2 to attend the Final Hearing as well…to testify as to her affidavit and request for fees from her appearance at Veeby's Motion to Set Aside the MSA hearing. It was oh so much fun to watch #2 interact with #3. Carol questioned Lawyer #2 first, then turned it over for Lawyer #3 to cross-examine. Lawyer #3 asked Lawyer #2 the same and very unclear question several times…and #2 gave the exact same answer each time. Finally, #2 said, *"I don't understand your question. You are confusing me big time. I don't know what you want to know."* At that point, the Judge snickered out loud.

I was called as a witness by Carol and allowed to read into the record many of the emails I'd written Veeby concerning the HELOC payments and Mark's braces. It was huge…my reading out loud before the Judge all my words and pleadings with Veeby…trying to communicate and Co-Parent with no responses from her. Carol had me identify receipts for all the outstanding reimbursement requested…and entered each into evidence.

Finally, the Judge waived the attorney's closing remarks and said he'd prepare the Orders and the Final Judgment.

Then…we waited.

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Final Judgment

Four (4) days after the Final Hearing, we received something from the Judge called a FINAL JUDGMENT. Apparently, couples are only "officially" divorced once the Judge signs that legal document. Only those trained in the legal profession or those having gone through the *Game of Divorce* need to know those rules. Sadly, I learned *so much* about the legal system throughout the journey.

FINAL JUDGMENT
DISSOLUTION OF MARRIAGE

This Court conducted a Final Hearing on the Petitioner's/[John] Petition for Dissolution of Marriage and the Respondent's/[Veeby] Counter-Petition for Dissolution of Marriage. The Court also heard motions which will be addressed in this Judgment.

The Court having heard and considered all the testimony, evidence, argument of counsel, the demeanor of the witnesses, the quality of their testimony, the applicable statutory and case law, as well as being otherwise fully advised in the premises, The Court finds that:

1. This Court has jurisdiction….
2. Both parties [reside in this state].
3. The parties were married to each other on [date].
4. The marriage between the parties is irretrievably broken.
5. The parties have minor children….
6. The parties entered into a Mediated Settlement Agreement on [date].
7. Pursuant to the [MSA], John shall pay child support….
8. The Respondent/[Veeby] has significantly under-reported her income.

Thereupon, it is ORDERED AND ADJUDGED as follows:

A. Jurisdiction: This Court has jurisdiction….
B. Dissolution of Marriage: The marriage between the parties, John and Veeby, is dissolved a vinculo matrimonii.
C. Mediated Settlement Agreement: The MSA entered into and executed by the parties…was freely entered into. Said MSA is ratified by this Court and is incorporated herein. The parties are hereby ordered to comply with all terms of said Agreement.

D. Parenting Plan: The parties are to comply with the terms of the Parenting Plan. The Court finds that the Parenting Plan is in the best interest of the minor children.

E. The Respondent/[Veeby] is restored to the former name of….

F. John's Motion for Clarification and More Definitive Parenting Plan and his Motion for Parenting Coordinator are GRANTED in part. The Parenting Plan establishes a time-sharing schedule. Parenting issues will be worked on through Bonnie of the [Family Services Association]. She is not specifically designated as a Parenting Coordinator.

G. John's Motion to Compel Compliance with MSA, Motion for Contempt of Shared Parental Responsibility and Motion for Psychological Evaluation of Veeby is ruled on as follows:

a. The Motion for Psychological Evaluation is DENIED.

b. The Motion to Compel Compliance with the MSA as to the HELOC is GRANTED. Veeby is to timely pay the HELOC monthly and is to reimburse John within 10 days the $100 he has paid per his motion. She has the present ability to repay that amount.

c. The Motion to Compel Compliance as to reimbursement of uncovered medical, dental, orthodontic payments is GRANTED. Veeby shall reimburse John for uncovered reasonable and necessary medical, dental orthodontic expenses in the amount of $$$$. The Court retains jurisdiction to establish a time schedule for these payments to be repaid and whether to have it come from the sale of the former marital home if and when the home is sold.

d. The Court is denying the motion to compel as to communication and therapy for the children.

H. The Motion to Compel payment to the Guardian ad Litem is GRANTED. Veeby shall reimburse John $600 which is her share of the fee paid by John in order to get the Report completed. She has the present ability to make this payment at the rate of $100 per month. Veeby shall pay $100 per month commencing immediately to reimburse John for the GAL's fees. She shall also pay the GAL her share of the GAL fee for attending the final hearing 3 hours at $$$ per hour which the Court finds to be reasonable.

I. The motion for Attorney's Fees and Costs is GRANTED. The hourly rate charged by Carol of $$$ per hour is reasonable. The Court previously found entitlement to fees on the Motion to Set Aside the Mediation Agreement. Veeby shall pay for 21 hours reasonably expended at $$$ per hour for the time spent litigating the Motion to Set Aside the Mediation Agreement.

In the same Order, the Court reserved jurisdiction to award fees for Lawyer #2, former counsel for Veeby as to time spent on the Motion to Set Aside Mediation Agreement. The Motion is GRANTED. Veeby is to pay Lawyer #2 for 3 hours at the rate of $$$ per hour which this Court finds to be reasonable.

The Respondent/[Veeby] litigated vexatiously and in bad faith about whether the child should or could ride the school bus on days the Petitioner/[John] had the child. *John incurred attorneys*

fees on this issue which Veeby shall pay 34 hours at $$$ per hour for the time spent litigating the bus issues.

Except as set forth above, the parties are to bear their own attorneys fees and costs.

J. Reservation of Jurisdiction: Except as to the dissolution of marriage granted herein, this Court reserves jurisdiction of this entire matter to enter such other and further orders, including QDROs and payment schedules as to fee reimbursements, and to determine to when fee reimbursements from Veeby to John are to be paid, as may be necessary for the enforcement and/or modification of this Judgment.

K. The Guardian ad Litem is discharged. The Court retains jurisdiction to address any monies owed to him and to assess payment therefor.

DONE AND ORDERED…the Judge

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I reread item #8 over and over—***"Veeby has significantly under-reported her income."***—before it actually soaked in. The Judge looked over the evidence I'd provided concerning Veeby's income and *verified* exactly what I had been screaming the entire time. He wrote it down—in our Final Judgment—that Veeby had *[once more]* ***"…significantly under-reported her income."*** Wow!

Absolutely *[expletive]* WOW!!

The Judge utilized the Latin expression *"a vinculo matrimonii"* to indicate the divorce absolutely dissolved the marriage bond and released Veeby and I from all matrimonial obligations.

The Parenting Plan was *finally* clarified. Two weeks of vacation time in the summer! Winter Break and Spring Break were to be split evenly! Each and every holiday possibility considered and written down, usually alternating between us in even and odd years.

Veeby did not have to go through the Psych Evaluation process. I was fine with that since I believed I already knew what the outcome would reveal.

- She was to repay me for the HELOC payments I'd made on her behalf. Some of the receipts submitted into evidence were omitted within the Final Judgment, so that would need to be re-addressed.
- Veeby was to repay me for all the dental expenses I'd paid on her behalf. Again, one expense was omitted, so that was added to the list to be corrected.
- She was to repay me for the Guardian ad Litem's balance I paid on her behalf.

- Veeby was to repay Carol for the litigation expenses regarding: (1) the Motion to Set Aside our MSA, and (2) the school bus issue.
- She was also to pay Lawyer #2's fees for her attendance and testimony at the Motion to Set Aside hearing.

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Furthermore, the Judge seriously reprimanded Veeby regarding the whole school bus issue:

"Veeby litigated <u>vexatiously</u> and in bad faith about whether the child should or could ride the school bus on days John had the child."

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The financial ramifications of the Judge's ruling would significantly impact Veeby…more than $15,000! It was quite a slap on her wrist. All of which could have *easily* been avoided with a little communication and civility from her side of the world. I'd reached out to Veeby multiple times…*[including example below]*…but she just couldn't bring herself to respond:

> *Veeby—I am still open to having a dialogue about clarifying the issues. If you are willing to talk, perhaps mediation can be avoided and there would be no additional costs for you. Additionally, once this all gets worked out, a Final Hearing could be arranged much earlier.*

It was like Veeby was a Financial Analyst who *wouldn't* discuss financial issues.

However, while the "all of everything" felt bittersweet for me… I also felt **vindicated**.

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Vexatious

Did I already mention that the Judge reprimanded Veeby within our Final Judgment regarding the whole school bus issue?

"Veeby litigated vexatiously and in bad faith about whether the child should or could ride the school bus on days John had the child."

I confess that I hadn't known the word "vexatious" until the Judge used it. I had to look up the definition:

VEXATIOUS *[adjective] - causing or tending to cause annoyance, frustration, or worry. Usage within legal matters: denotes an action or the bringer of an action that is brought without sufficient grounds for winning, purely to cause annoyance to the defendant.*

Yep, that was a concise description of Veeby's actions—intending to harass me—to purely cause annoyance, without valid grounds for winning the case.

I had a new favorite word! Thanks, Judge.

While Veeby may have originally wanted *"to be as gentle as possible to you and me as I pull us apart"* her subsequent mean-spirited, vindictive and punitive actions felt more like she threw me into an emotional shredder. There was no gentle "letting go of my hand" and moving on. I felt like she'd cut out my heart and watched me bleed to death… while smiling.

So, while some folks get divorced and have an Ex-Wife or Ex-Partner, I now had a Vexatious B*tch…a "V.B." Or **"Veeby."**

I considered her new name a step up from my friend…who called his "Ex" the *"Old Hag."*

Vexatious B*tch—provides further understanding why she would have preferred that I was a dog…instead of a cat…during our relationship.

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Let's Make a Deal

Veeby and I were finally and officially divorced. Not what I ever wanted, but she withdrew her will to stay and therefore ended the "Us" that had been for 33+ years. While the legal paperwork was complete, unfortunately the journey continued. I discovered that the fine print within the *Game of Divorce* Rule book stated that as long as you have minor children, everyone gets to move up one level and keep playing. Oh, boy! Veeby had the next turn.

Remember that financial slap on her wrist contained within the Final Judgment? Veeby's attorney made contact with Carol to try and make a deal: *"Congratulations on your success in the above referenced matter. My client has asked me to contact you in reference to some of the payments. [Their suggested settlement terms were listed]. Kindly advise me if you and your client are in agreement with this by Wednesday so that if not my client can try to be in compliance with the Judge's Order."*

It was, at least, a beginning. While their terms suggested I keep all the retirement funds as partial payment towards the Final Judgment awarded amounts, the Judge had omitted several expenses that had been submitted into evidence at the Final Hearing. Specific receipts had been omitted for the HELOC, GAL and dental reimbursements. I felt those needed to be addressed within any settlement deal that was reached. Otherwise, I would need to contact the Court and have the Final Judgment corrected. Instead, Carol proposed a counter-offer to Veeby's camp which would save us all the hassle.

Then, we began the *Waiting Game*…which eventually turned into a *Begging Game*. Even though Veeby's camp offered to settle—and we then made a counter-offer—we could never get them to simply REPLY back to the counter-offer or communicate any further. There was a legal deadline that any Objection to the Judge's Final Order had to be submitted. As the deadline approached, Carol shot off another email to Lawyer #3: *"Do you have a response to our offer?"*

After 48 hours…still no response from Veeby's camp. They had made the overture to settle the outstanding amounts, yet they were

not continuing the dialogue. It was *very frustrating*. If they wanted to make a deal, then let's make a deal. Why start a process and then not complete it…or at least indicate Veeby had changed her mind? Very weird from my side of the fence, so I wrote Veeby directly:

> *Veeby—Your lawyer offered that you would relinquish your share of the retirement funds in exchange for a credit against the outstanding amounts you still owe. We replied with a counter-offer, to which we've never received additional correspondence. However, I believe this would be a good deal. You should consider finalizing this "credit" offer.*
>
> *By agreeing to relinquish your share of the retirement funds, you would be eligible for a credit against the more than $15,000 still owed. The credit amount is exactly half of the value of the retirement funds on the date of my filing for divorce.*
>
> *If you are interested, please contact me directly and I'll generate a letter to formalize our agreement.*

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Things were made even *more confusing* since Veeby all of a sudden "found" enough money to pay off *all* the HELOC payments she'd missed—about $700 in total. After many months with no communication and no HELOC payments whatsoever, she brought that account current—just like the Final Judgment instructed her to do: ***"Veeby is to timely pay the HELOC monthly and is to reimburse John within 10 days the $100 he has paid per his motion. She has the present ability to repay the $100."***

Dutifully, within 10 days a $100 HELOC reimbursement check arrived. It was particularly cute to notice the terrible handwriting on the outside of the envelope. Seemingly, "someone" used their "other" hand to address it. The amount of that check would eventually become an issue. Veeby sent the "correct" HELOC reimbursement amount per the Final Judgment…but it was an inaccurate amount since there were HELOC expenses omitted by the Judge. Of course, Veeby semantically claimed she'd paid off the "entire" HELOC reimbursement amount in full, per the Final Judgment.

Likewise, Veeby began her reimbursement payments toward the GAL amounts, but only because of the recent Final Judgment: ***"Veeby shall reimburse John $600 which is her share of the fee paid by John in order to get the Report completed. She has the present ability to make this payment at the rate of $100 per month. Veeby***

shall pay $100 per month commencing immediately to reimburse John for the GAL's fees."

Similarly, a second $100 check soon arrived…which indicated a payment towards the GAL reimbursement on the "memo" line. However, *that time* they seemingly hired a preschooler to hand print the envelope…who then misspelled my last name. *Subtle*.

Interestingly, *Veeby* didn't repay any of those Final Judgment payments. The checks were written and paid by Veeby's sister…from her sister's banking account. A calculated move I was sure.

We never heard back from Veeby's camp in a timely manner regarding their initial offer to make a deal, so Carol filed a Motion to Clarify the Final Judgment.

We were pretty sure the Judge was *not* going to be pleased to see us back so soon. Especially since we were about to point out several of his omissions from the Final Judgment.

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Clarification…Again

Veeby received a financial slap on the wrist from the Judge. Lawyer #3 contacted Carol to offer a settlement. We volleyed back with a counter-offer…and never heard from Veeby's camp again.

Although the Judge had omitted several reimbursement receipts in his calculations, there was a limited time-frame to respond and try to correct those omissions. If we did not respond, there would have been an implied acceptance of those incorrect amounts. I knew the Final Hearing had been long and tedious, so a few items simply slipped through the cracks…no harm, no foul. However, when added together, the omitted items made a hefty amount so it was worth bringing to the Judge's attention. Indeed, it never hurts to ask. Carol filed a MOTION FOR CLARIFICATION AND/OR TO CORRECT FINAL JUDGMENT AND FOR AMENDED INCOME DEDUCTION ORDER on my behalf.

A few days later, Veeby's camp came out of hiding long enough to submit a RESPONSE to my Motion—which was full of omissions and innuendos.

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The Response filed by Lawyer #3 made it seem like they'd tried and tried to work out a payment plan and we wouldn't work with them: ***"Veeby has attempted to make payment arrangements with John to no avail. John instead believes that he would rather drag Veeby back in court, to incur additional fees and costs."*** It was a ridiculous claim—after they'd sent one settlement letter and never responded nor made contact again. It felt like Veeby's camp invited us to a party—we RSVP'd we would be there—showed up for the party, but the house was dark and no one answered our knocks on the door. They then saw us at the store a few days later and commented, "Where were you guys? We were there the whole time…why didn't you come over?" *Absolute crazy making!*

It was somewhat comforting to know that Veeby took the Final Judgment seriously and was trying to fulfill it's obligations. However, their Response suggested I was not agreeing with the Court's rulings: ***"Veeby is aware of the Court's ruling and has made a good faith effort to comply with the Orders of the Court. John does not agree with the Court's rulings and has therefore filed the aforementioned Motion.***"—which was not accurate There were simply omissions which needed to be corrected—which is different than not agreeing with what was said or Ordered.

Of course, there was also the subtle implication that Veeby's single $100 payment towards the HELOC within 10 days entirely fulfilled her requirement under the Final Order: ***"Veeby has already had her sister pay John the $100 HELOC reimbursement within 10 days as the Court Ordered in the Final Judgment."*** I knew this was Veeby trying to weasel out of the *actual* $600 amount I'd paid on her behalf, all of which had been presented at Final Hearing and simply left out by the Judge.

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The GAL reimbursement issue was a little trickier: ***"The Court Ordered that Veeby shall pay $600 for reimbursement of the GAL fee to John. However, John is claiming that the final bill paid by him on behalf of her was $50 more. However, Veeby is herewith attaching the correct bill which was received. Veeby is attempting to make arrangements to pay the amounts ordered by the court, even by selling some of her possessions."***

Here's the skinny: The GAL sent each of us an invoice letter which stated Veeby and my amounts due at that time…amounts which were still skewed by her inaccurate Financial Affidavits. The fact that (1) Veeby never paid her portion of that bill; (2) three months passed—with my trying to convince Veeby to pay her portion—before I finally paid it on her behalf; and (3) the GAL had done more work on our case by that time—accounted for the difference in amount due. Veeby's camp tried to point to the original invoice letter as the correct amount due the GAL. However, the GAL told me directly what the outstanding balance was, and that's exactly what I paid—a whopping $50 more than they were claiming he was due.

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While it was stated in court that Veeby had already received her portion of the retirement funds—which was stated by Carol, not me—evidently Veeby never filed the QDRO form, even though she spent money to have Lawyer #2 prepare it. ***"John previously testified that Veeby is in receipt of her share of the retirement funds. This was incorrectly stated by John, and therefore John has failed to mention it in his Motion. In reality, Veeby paid the sum of $500 to have the QDRO withdrawal paperwork set up and to date was unable to get the cooperation of John to finalize receipt of her share of the funds. Veeby has not received her portion of these proceeds and has no problems in giving up her share of the retirement funds to cover the reimbursements to John."***

Of course, Lawyer #3's representation of the QDRO facts were not clear or factual. Basically, there *was* nothing else needed from me. **I** hadn't withheld any "cooperation"—there was nothing to withhold. Way back with Lawyer #2, all the retirement information had been provided. Indeed, that's why #2 was able to prepare the forms.

As best I could surmise, Veeby's firing Lawyer #2 probably just allowed the QDRO paperwork to slip through the cracks—meaning Veeby simply never brought the form to the Court for a signature. I didn't need to sign anything…just the Judge's signature would have transferred the funds. I guess that's what happens when changing lawyers so often…things just fall by the wayside. The suggestion that I'd somehow prevented her from getting half of the retirement funds was absolutely not true. It did make for great dramatic content within Court papers, though!

Veeby's willingness to forego her portion of retirement funds—*which was their idea*—would not entirely cover the reimbursements awarded to me from the Final Judgment. Carol's attorney fees reimbursement had not been placed on any type of payment plan. Since I had already paid Carol's fees, the amount Veeby needed to pay her would really just paying me back. That was one of the main reasons we had proposed the slight reduction in Veeby's existing Income Deduction Order *[IDO]*…to address the Final Judgment award for attorney fees. Lawyer #3's Response, ***"Instead the focus is on reducing the Child Support. Taking food and support from the two minor***

children. Also, with no regard to the Order of the Court."—made it sound like *we should be ashamed.* Indeed, how could we!

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The Final Judgment took into account my request for a Parenting Coordinator. I had already contacted the Judge's recommendation, Bonnie, and had an initial meeting set up. I would come to understand that she was not assigned specifically as *our* "Parenting Coordinator," but the Final Judgment wording suggested Veeby and I were to work out any "parenting issues" through her.

I really just wanted someone to act as the *Voice of Reason*, since Veeby's previous behaviors and actions indicated there would be no smooth sailing going forward. I could already foresee the upcoming Winter Break becoming a problem. Our new Parenting Plan split the Winter Break, but used Christmas Day as the split point…which did not equally divide up the Winter Break time period. I *knew* Veeby… and I predicted ongoing problems.

Their Response gave rise to Courtroom drama on the high seas: ***"Veeby sees no end in sight as John will never be satisfied with any Court Order granted, and will continue to pick at any and everything if allowed to continue as he has done in the past."*** REALLY? In my opinion, that was just inflammatory and dumb. If Veeby was ***"…forced to incur added costs and expenses…"*** and was ***"…trying to bring this matter to an end,"*** then why didn't Veeby's camp follow through with their settlement offer and further negotiations? We could have spoken, reached an Agreement and completely prevented future court filings. Instead, they elected to just stop talking altogether.

SMOKE & MIRRORS

Therefore, we had another wonderful hearing scheduled before the Judge a few weeks later—to Clarify the missing amounts from the Final Judgment. As predicted, the Judge exuded just how *happy* he was to see us! Carol admitted the *[very expensive]* Official Transcript from the Final Hearing into evidence, with several pages marked for the Judge's later review. Pages which highlighted exactly *what* was previously testified to and the exact amounts/receipts entered into

evidence, but mistakenly omitted from the Final Judgment. *[Again, the Judge was SO HAPPY to see us again.]* We made the suggestion that he create a schedule of payments…or simply adjust the IDO to accommodate Veeby's repayment.

Lawyer #3 waved papers in front of the Judge…*literally*…stating Veeby had paid $100 towards the HELOC reimbursement and $100 towards the GAL reimbursement. *"Judge, she's had to sell some of her jewelry to pay her bills. And she's brought the HELOC up to current."* It was a circus atmosphere with #3 waving papers, until the Judge turned to her and said, ***"So?"***—which implied, did she want to enter any of those papers into evidence or just wave them around? She never submitted anything into evidence. *[Perhaps she was a little overheated and needed to fan herself to cool off?]*

The Judge decided he wanted to write up the Order himself, so we were dismissed from chambers and waited for several days…until we received his **Corrected** Final Judgment:

<u>ORDER</u> ON [John's]
MOTION FOR CLARIFICATION AND/OR
TO CORRECT FINAL JUDGMENT AND FOR
AMENDED INCOME DEDUCTION ORDER

This Court conducted an evidentiary hearing on the above-referenced motion. The parties were present and were well represented by learned and competent counsel. This Court entered a Final Judgment dissolving the parties' marriage and addressing issues between the parties.The Motion for Clarification and/or to Correct Final Judgment and for Amended Income Deduction Order was filed in a timely manner.

It is evident that the Court did not award to John certain reimbursements which he appears to be entitled to. Specifically, John paid $600 towards the HELOC. The Court only awarded him $100 in the Final Judgment. He is entitled to an additional $500.

The Court apparently left out in terms of reimbursements to John a tooth extraction of $250 which was testified to at trial. $125 of the $250 is Veeby's responsibility.

The other points raised are without merit or premature.

Based upon the foregoing, it is Ordered that the Final Judgment is amended to reflect an additional $500 plus $125 for a total of $625 owed by Veeby to John. The Court retains jurisdiction to establish a time schedule for these payments to be repaid or whether to have it come from the sale of the marital home if and when the home is sold.

It is further Ordered that all other matters raised in the motion are denied without prejudice.

DONE AND ORDERED…the Judge

Of course Veeby owed me the additional amounts, as originally testified and evidenced at the Final Hearing. There had just been an oversight by the Judge. However, it remained a major frustration that there was no repayment schedule in place. The court had retained the rights to schedule the payments, but at what point in the future? Was Veeby's repayment strictly a voluntary gesture on her part? *That* would never happen.

I predicted that Veeby would *never* sell the marital house. I believed she would prefer to let it go into foreclosure—which would mean I'd probably never get *any* reimbursement if that were the only possible reimbursement source. Yet, I had agreed early on within our MSA to pay her MORE each month than what the Child Support guidelines suggested—back when I was naive and trying to be a nice former partner. It made logical sense to me that since I was paying her *more* than what she would normally expect per state statutes, that I should be able to simply keep a little of that amount each month until I was reimbursed the full amount from the Final Judgment. That's why we suggested a small reduction in the IDO. It didn't make sense to me that I had to keep paying her money each month when she owed me a *significant* amount of money. Unfortunately, that's where I found myself…stuck between the legal rock and a hard place.

Also, prior to the most recent court hearing, and then even *in court*, Lawyer #3 offered Veeby would forego her portion of the retirement funds as partial payment against the Final Judgment amounts. However, the Judge didn't even address that issue. Was she giving up the retirement funds or not?

Having gone back to court for further clarifications…it was *still* a big old un-clarified mess!

80

Foreclosure on Marital House

I was unaware. I didn't know. Not until Lawyer #3 mentioned at the Final Hearing that Veeby had not been paying the mortgage on the marital house. I *did* know that Veeby was withholding communication and information concerning the HELOC—the 2nd mortgage—and I had blindly *[stupidly? lovingly?]* tried to be helpful and make some payments for her. After the Final Hearing, I explored the online public records only to discover Veeby had been sued for foreclosure by the bank.

I thought her sister and brother-in-law moved into the house to help pay the mortgage in lieu of rent elsewhere? It turned out that Veeby wasn't paying the mortgage even with her family living there. Carol had questioned Veeby about her "renters" months before in a previous hearing. At that time, Veeby stated that her sister and brother-in-law where *not* renting from her—that the Code requirements of our city did not allow her to have "renters" in her house. She further stated they were not renting at all, so they were not paying "rent." They were her "family," who had moved in for emotional support during that time. Carol asked about their having lived somewhere else before and paying rent there, so why were they not paying rent now? Again, Veeby simply stated they were "family" and were not paying "rent." They were, however, *"loaning"* her money to help her out. That was the reason given as to why she had not included their ~~rent~~ "loans" as part of her income. *"I can see clearly now…"*—just the normal Veeby semantical games.

As I explored further, I discovered that Veeby never made even one single mortgage payment after signing our Mediated Settlement Agreement. The moment she initialed each page of our MSA stating she was taking over the payments and responsibilities of the house, was the moment she *stopped* making payments. By the time I found out *that* information, it had already been 18 months of no payments.

Veeby never alerted me to her mortgage plight. Perhaps I could have helped out even more *somehow*…so she could have stayed in the house. That *was* our **Plan A** ideal. That was partially why I'd agreed to pay more monthly support than the state Child Support tables recommended. The entire time Veeby was ~~yelling~~ mildly suggesting she "wanted the house," I knew that she could not afford payments on the marital house. In my humble opinion, she should have sold the house early on, gotten out from under that monthly debt and moved into a smaller place that she could afford.

I'll go ahead and mention how this thread ended. While the bank went through foreclosure proceedings against her, Veeby squatted in the marital house for 3 1/2 years…not making mortgage payments. When she finally left the marital house, she moved closer to me…and lived half a mile away.

Veeby's stubbornness cost her the house.

She and the children could have stayed there if she would have simply stuck to our **Plan A**.

81

College Graduation

A ray of sunshine during an overall dark time period. Eliana was completing her undergraduate degrees. Yep, that's not a typo, I wrote degrees…plural. The young lady did very well in school and was about to graduate with *two* Bachelor degrees in only three years…*not too shabby*. Plus, she'd already received acceptance at an Ivy League school for her Master's degree. Yep, that's my oldest dumb bunny. Mom and Dad were very proud of her…each of us *individually*, of course.

Now I was smart enough to have figured out that Veeby and I would not be traveling together for graduation festivities, but we did need to coordinate a little regarding passing off Mark. He would be with mom prior to traveling up for graduation, but he was coming to my place for the rest of that particular weekend. I needed to know what rate of speed we would be traveling down the highway as Mark slid from her car to mine? What mile marker should the high speed exchange occur? I needed to know *that* kind of stuff. So, I wrote her.

> *Veeby—I will be attending Eliana's college graduation. I will be driving up during the day on that Friday. I am assuming you will also be attending our daughter's graduation? I would like to coordinate with you how to get Noelle and Mark up for the event as well. They can travel with me on Friday, or they can travel with you, but I would like communication and clarification as to what your thoughts and plans are, please. Since that weekend is a regular weekend I would have Mark at my place, I have made hotel reservations for he and I on Friday evening. Please be aware that however the graduation event goes…whomever Mark ends up sitting with…I will need Mark to transition back to me for the sleeping arrangements that evening. Mark and I will be traveling back the following day. Again, please let me know as soon as possible.*

Veeby's response:

> *John—In reference to Friday, these are my following plans: [sic]*
> *Mark will drive up with me to Eliana's graduation.*
> *He may then sit with you.*
> *Since it is your regular weekend, he shall remain with you*
> *until his regularly scheduled return on Wednesday.*

The Queen Hath Spoken…
Thus Sayeth the Queen

I find it difficult to express with words how utterly awkward and sad this terrifically happy occasion was for our family. Veeby was *not happy* to be in the same physical arena as me for "her" daughter's college graduation. She sat on the other far side, but made sure to keep Noelle and Mark with her during the ceremonies. I was able to hang out with Eliana's boyfriend and do my normal dad videotaping. I knew we were divorced per Veeby's decision, but I still had the notion that we could be civil and happy that our first born child was graduating from college…a significant family event.

Veeby simply wouldn't play nicely. The scenario was very tense. Eliana had to go back and forth between mom with her siblings and me with her boyfriend. There was no way Veeby would sit down all together afterwards to celebrate at a restaurant. I was trying to be inclusive of mom, Eliana and her siblings, plus the boyfriend.

Veeby couldn't lose herself in the crowd fast enough afterwards. I called out to her, but she and Noelle split. I looked down to find Mark standing beside me. He'd seen…he understood…he was a trooper. I love my son, Mark very much.

I ordered all the official pictures and shared copies with Veeby and the rest of the extended family:

> *Eliana—Here are the official pictures from your recent graduation! All of us...Mom and I...and the entire extended family...are very proud of your accomplishments. Have a wonderfully relaxing summer. Love, Dad*

Proud Dad Postscript: Did I mention that Eliana was accepted at one of them there prestigious Ivy League universities to complete her Master's degree?

82

Can I Get a Parenting Coordinator up in Here?

I had been asking for a "Parenting Coordinator" through my motions before the Court for the last nine (9) months…ever since it became apparent that Veeby had chosen to no longer communicate:

> ***"Veeby is a Financial Analyst and her conduct and behavior regarding shared parental responsibility is quite concerning to John. The parties were married for thirty-three (33) years and Veeby's refusal to have any communication with John whatsoever, is unexplainable and not in the best interests of the minor children. John requests that either Veeby undergo a psychiatric evaluation, and/or be ordered to pay 50% of a parenting coordinator so that the parties can effectively Co-Parent and deal with the issues involving their children."***

Carol presented my request for a Parenting Coordinator to the Judge once again during her opening remarks at the Final Hearing:

> *Your Honor—You're going to learn that this Mom is incapable of shared parental responsibility without a Parenting Coordinator. We are asking that this Court, under no uncertain terms, appoint a Parenting Coordinator. I have prepared for this court an Order appointing the Parenting Coordinator. You are going to hear evidence from the GAL that it's absolutely appropriate and needed in this case.*
>
> *I tried to talk to opposing counsel about just doing a Parenting Plan. This was seven days after the MSA was entered and we already had a problem.*
>
> *There's no communication. Veeby barely responds to anything. This is not in the best interest of the children. And again, we are desperate for a Parenting Coordinator.*

Under direct examination before the Judge, the GAL concurred that there were Co-Parenting issues and having a Parenting Coordinator was a good idea subject to financial viability. However, the Judge didn't actually assign a Parenting Coordinator within the Final Judgment. Instead, his Order told us to work out our "parenting issues" through Bonnie.

The Judge added a *handwritten note* within our Parenting Plan… that we each needed to make an appointment with Bonnie within 10 days and continue to work with her to address Co-Parenting issues until satisfactorily discharged by Bonnie. Each of us were equally responsible for the costs of her Co-Parenting services. At least, the Judge was trying to point us in the right direction.

Per the Judge's suggestion, I reached out to Bonnie to get the ball rolling. I had an initial meeting to figure out how utilizing her services would work. She structured her help in the form of a pre-designed course that Veeby and I would need to go through to learn how to communicate effectively with each other. That's not exactly what I had asked for but that's what I was told to work with. I believed that neither Veeby nor I required training on how to communicate with each other—we'd gone through tons of therapy and we both "used our words" quite well. I wanted to talk, but Veeby did not.

I believed Veeby rationalized and felt empowered by not communicating, which was her ability to CONTROL the situation. Unfortunately, her decision had a terrible impact on our children and made it difficult if not impossible to Co-Parent. She was much more comfortable with the *"her way or no way"* mantra—that had worked really well for so many years. Why wouldn't I just *do* what she said to do? Do things her way! Really!! How dare I have a different and independent thought from her!

• • • • •

Around that time, I learned that Mark was going to be recognized at a special state ceremony since he'd done so well on the SAT's. Unfortunately, the congratulatory letter with all the details was sent to Veeby. She didn't share that information with me. By the time I found out, the special recognition ceremony had already occurred and Mark had lost the opportunity to be recognized. Veeby later suggested that since the event took place on a Tuesday and Mark hadn't informed me, that it must not have been important to him. It seemed a moot point that the day of the actual Recognition Ceremony happened to be on a Tuesday while he was scheduled to be with me. If Veeby wouldn't share information or make me aware, I couldn't

participate which was very frustrating and her point, I'm sure. Whether it was important to Mark or not was also moot, since he was our child. Veeby and I had attended every award breakfast and special program for each of our children.

The congratulatory letter went on to explain that Mark also qualified to do a special summer program at a well known university. Unfortunately, by the time I was informed, it was too late for the upcoming summer—all the courses were full and there was a long waiting list.

Alas, Veeby's lack of sharing that information created missed opportunities. All school communications that came to my place through Mark were sent back over to Veeby. She simply wouldn't afford me the same civility.

• • • • •

As would be expected by that point, Veeby was slothful in her dealings with Bonnie. Veeby completed the required initial meeting, but then would not do the coursework Bonnie requested of us. While writing Veeby had usually proven to be a fruitless endeavor, I was frustrated enough by recent events to keep trying…while providing a clean copy to Bonnie:

> *Veeby—There are parenting issues that need to be addressed regarding both Noelle and Mark. I feel you continue to make unilateral decisions regarding both Noelle and Mark's education and are keeping me out of the decision making process. We are Co-Parents for our children and it is in their best interest that you communicate with me.*
>
> *While you and I have separately met with Bonnie, she informs me she's left several messages for you with no reply back from you.*
>
> *Noelle–Education: I have asked you about Noelle's slipping grades and her multiple Unexcused Absences and have been met with your silence and mono-syllabic replies. This wall of parental alienation is insurmountable. Having been an involved parent during Noelle's entire life, I now have no way of finding out details as to what is going on. When I email and ask you directly, I am not afforded information nor a civil answer. Now, I'm informed by Noelle's* ***school guidance counselor*** *that you have filled out paperwork to withdraw her from high school next year and plan on enrolling her in the local College? While this may be a great opportunity for Noelle, it is not a decision you can make without consulting or informing me.*
>
> *Noelle–Medical: When Noelle has doctor's appointments, you never inform me. I had no idea she was not doing well and needed to be seen by the*

doctor regarding [—]. Instead of letting me know there was an issue and Noelle had an appointment, you simply choose to send me an invoice with the amount I owed for the office visit? I have always informed you regarding any and all medical events in Mark's life that I am involved with. Please afford me the same civil communication.

Mark: I was never made aware that Mark took the SAT test last December as a 7th grader…what an honor! I had no idea and you never shared. When Mark finally remembered to tell me…in March…I simply asked him to let me see the report of his scores. After that conversation, you emailed me his scores. I was informed by Mark's school guidance counselor that he had done very well and would be invited to participate in a State Recognition Ceremony, plus Mark qualified to participate in a University Summer Camp program...again, quite an honor. The counselor informed me that information regarding these events was sent home with Mark. I never received any of that information, so it therefore was sent with him to your place. After several weeks of asking Mark about it, I finally got the duplicate information from his school. I was terribly disheartened to find out that Mark missed the State Recognition Ceremony, which was held locally. If I had of known, I would have taken him over for the honor. I was not aware because you did not share the information.

I also explored the University Summer Camp program...Mark and I spoke about it, but again, we have missed the deadline for application because you did not share the information with me. This would have been a wonderful experience for Mark.

Veeby—please, please, PLEASE stop this madness. At this point, the best interests of our children are being hampered by your wall of silence regarding anything to do with Co-Parenting our children.

Bonnie offers a "Divorce Parenting" course. I do not feel that we need to go through this. You know how to communicate when you want to. However, if you do not communicate with me regarding Co-Parenting issues, we will need to go through the course and split the associated costs. We can save the additional expense of using Bonnie's services, but only if you choose to fulfill the Co-Parenting agreement. Additionally, you have been court ordered to work with Bonnie regarding Co-Parenting issues—failure to do so in good faith is contempt.

Please do not withhold Co-Parenting information in the future. I would appreciate this civil courtesy. I believe this would indeed be in the best interest of our children.

P.S.–Please let me know what you and Noelle are contemplating for her schooling next year…her Senior year of high school.

Veeby responded *[previously mentioned but applicable here]:*

*John—Wow…relax…**"Each parent shall be responsible for obtaining records and reports directly from the school and health care providers." [MSA]***

Noelle: She's making her own decisions...she is 17.

Medical: Refer to my previous communications via e-mails.

There are no parenting issues here...chill out.

Veeby's response tried to shift the responsibility to me—to independently find out information about the kids' school and health issues by referring to our MSA. However, the exact point was that unless I was somehow miraculously made aware that school information was being changed or medical appointments were being made, I would never know to ask. As long as she didn't share the information, she effectively controlled and blocked me from participating in our children's lives. Her responsibility to *share information* was clearly stated in the MSA.

While it was nice to hear Noelle was individuating and making her own decisions, it was apparent that Veeby was trying to avoid her Co-Parenting responsibilities by hiding behind a claim that "if Noelle wanted me to know, she would tell me." However, if Noelle and Veeby discussed changing her school situation and didn't inform me, I would not know to ask at her school. If Noelle skipped school or took an Advanced Placement test or had a medical appointment—and Veeby didn't share that information with me—again, I wouldn't know to ask. When I would write and ask Veeby directly, before calling the school or doctor to find out what was going on, she regularly refused to respond or share. When I would call the school, they most often didn't know WHY Noelle had been absent or WHERE she was instead of being at school. Only Veeby and Noelle knew that. The "move" Veeby played was to not share information and either blame Noelle or quote the MSA if I asked for information.

Veeby began to set a new standard within her responses—she would take the time to respond, but not answer the question(s) asked. It was very much like her direct examinations by Carol within our hearings before the Judge. Veeby referenced an earlier email regarding Noelle's medical issues but didn't answer the questions I'd asked.

Noelle had already gone to the doctor twice before I received any information from her. All I received was an invoice for payment.

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Obviously, I disagreed with Veeby's comment, *"There are no parenting issues here…chill out."* I believed that she did *not* have a blind spot in that area, but rather had a *purposeful intent* in her behaviors. As long as *she* knew what was going on, indeed, *"there were no parenting issues."* However, despite her beliefs and actions, she wasn't the only parent in the equation.

I believed it was a strong CONTROL issue for Veeby—as it always had been throughout our relationship. Although, since she had unyoked us, there became a legal obligation to share and Co-Parent. I believed it was "in the best interest of the children" to simply communicate important kid things—like when a child was sick or had a medical appointment; when a child was considering a change of school; when a child received an award or honor from school, etc. I could not participate, and was indeed alienated as a parent, by Veeby's regular refusal to simply share information.

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When Veeby received the above email, she called Bonnie. Bonnie then called *me* to relay that Veeby had left *her* a voice message which stated *she* was having financial troubles and that there were *"no parenting issues"* as I had described. However, Bonnie then expressed to me that she was *stumped* by Veeby's utter disregard of the court approved Parenting Plan…and that it appeared to her that Veeby was in contempt of the court's Order. Bonnie further validated my understanding of the state statutes—yes, of course, parents are to discuss important decisions with regards to the minor children, and I was correct in wanting to have shared communication in that area.

I believed Veeby's unwillingness to discuss the issues I'd raised—even utilizing Bonnie in the role of Parenting Coordinator—demonstrated Veeby once again just doing whatever she wanted. Since *she* felt there were *no parenting issues*—and Veeby had all the information and could choose to share or not—there *were no parenting issues* to be discussed.

It slowly dawned on me that the only way to have this whole mess go away—have *me* go away—was if I were to just *give up* and let Veeby CONTROL everything regarding our children. Indeed, that was the older model of parenting after divorce—a Primary Parent was assigned and the other parent just received "visitation."

However, that had never been *our model* and was *not* what I wanted at all. I did not want nor need to have control. I had always been a very involved parent and simply wanted to remain so. It pained me greatly that Veeby was putting up so many obstacles, which I believed was exactly *why* she was doing it—to create chaos and pain.

I didn't know what to do. Should I go back to court with a motion of contempt as Bonnie suggested? Would Veeby observe the *next* Order from the Judge when she wasn't honoring what he'd already Ordered? She wasn't working out parenting issues with Bonnie, because Veeby determined there were no issues!

I was near the end of my rope, but I didn't want to just give up.

I loved my children too much.

83

Nothing Changes

It was at this point in the journey that *clarity* arrived. I began to understand that nothing would ever change. Even with my recent court "victories," I believed Veeby would continue to do whatever she darn well wanted. No matter what the Court determined, seemingly nothing could make her comply…unless she wanted to. *Veeby's anger trumped reason every time.*

After a singular payment towards the HELOC and one initial payment towards the GAL reimbursements—which Lawyer #3 proudly waved before the Judge—Veeby simply stopped any further monthly reimbursement payments. Poof…GONE, and with no further communication. I thought the *Game of Divorce* was finished, but found myself back at the game table playing a *Bonus Round*. Veeby would not comply with the court awarded reimbursement payments, nor communicate regarding several Co-Parenting issues. Carol wrote another email to Lawyer #3, which received no reply so, I wrote Veeby:

> *Veeby—Please be aware that the Final Judgment was amended by the Judge. The total amount of HELOC and GAL reimbursements you owe for payments I made on your behalf is $1200. Having received one check for each to date, this leaves a balance of $1000. The Final Judgment Order indicates you have the ability to repay this amount.*
>
> *Please forward the remaining amount as soon as possible. In the alternative, please forward $100 each month until this amount is paid in full. Your voluntary repayment of this Court Order…and communication of your intent to do so…will prevent my filing Contempt of Court charges against you, plus your reimbursement of additional attorney fees and court costs required to enforce the Order.*

No response…radio silence.

• • • • •

Similarly, after Veeby reprimanded me for dealing directly with Mark to obtain his SAT information, I had already tried to obtain the results from the school's standardized testing, which was sent home with Mark to her place. I had an eerie feeling, I could sense the wind's force against my face, it was picking up speed:

> *Veeby—Mark will receive the school's standardized testing breakdown paperwork in the next few days. Please let him bring it over to my place this weekend so I can look it over as well.*

Consistently, Veeby never responded to my request.

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One last example. Around that time a storm approached our area… the school system decided to close the schools on Monday, since it was expected the storm would be severe. Keeping the kids safe—good decision—got it. All was well until 11 pm on that Sunday evening before, when Veeby evoked the "non-school day" clause.

> *John—Per the Parenting Plan:* ***"If a parent has the child on a weekend immediately before or after an unspecified holiday or non-school day, they shall have the child for the holiday or non-school day."*** *Since Monday is a non-school day, Mark will stay with me and go back to your house Tuesday. Mark is aware of this.*

Veeby literally waited until the 11th hour to evoke a clause from the Parenting Plan to "keep" Mark the entire next day. While slated to be a normal school day, the weather changed and school was closed. I disagreed with her last minute decision and let her know… here's a snippet:

> *Veeby—I received your email at 11:22 pm last Sunday evening, before I was to pick up Mark the next day...Monday at 4 pm. This is less than 24 hours before I was to pick him up. He and I had already confirmed his pick up time...the time you chose...the regular time his school would end. However, the school system canceled Monday school on* ***Saturday*** *at 3 pm...due to the upcoming bad weather. Yet, you waited until after 11 pm the night before to evoke a clause from the Parenting Plan?*
>
> *Trying to "claim" Mark for an additional six hours before his bedtime on Monday night...is not what this is about. This issue is the very specific point we tried to discuss and clarify with you after you signed the initial MSA, but you would not communicate. I NEVER get to see Noelle and only get to see*

Mark two days a week unless it's going into my weekend with him. By pushing this silly issue, I will only see Mark for six hours on Tuesday before he goes back to your place Wednesday after school. The whole point of our "clarifying" the Monday holiday/no school thing was that this was not set up fairly. I believe Mark should remain on a schedule...it's indeed in his best interest. Your vindictiveness towards me is hurting our son….

I continued venting my frustrations within that email, but I knew it would have no impact. I felt like the games she continued to play were dumb…and I was finished playing. Indeed, it appeared further confirmation that nothing would ever change.

84

April Fools

I was kind of in shock, but eventually figured out why. I awoke on a Sunday and yes, it was April 1st—All Fools' Day—April Fools' Day. Veeby used to love playing practical jokes every year on that day, but that was back then. However, all the children had learned the skill and carried it forward.

Mark slept in quite late that morning while I was up early and out. I had my normal rehearsals at the university and stayed until the early afternoon. I didn't get back home until 3 pm. I was tired, so I ate and relaxed a bit. A couple of hours later, I went out to rollerblade… *[yep, I rollerbladed back then]*. It was a wonderful sunny day, so I worked up a good sweat. Mark wanted frozen pizza when I came back home, so he cooked while I showered. We ate and watched some TV together. Then, he just couldn't hold it in any longer…he asked me to come back to his room.

He asked me if I noticed anything "unusual?" I said, "No, not really." Then he went into a silly, but kind of seriously ticked off rant about how I hadn't even noticed his April Fools' Day prank. He had placed three cigarettes—albeit sticking out from underneath a pile of clean clothes on his dresser. Somehow, I was an "idiot" because I hadn't seen the cigarettes.

He further explained that he had been calling me into his room throughout the afternoon for bogus reasons…so I would somehow "see" the cigarettes. He anticipated and hoped that I would begin to yell at him, about having "caught him" with cigarettes and the implication would be that he was smoking—*as a 12-year-old little boy.* Then, he would have yelled, "April Fools!" He was upset that I hadn't noticed the cigarettes and therefore "ruined" his April Fools' Day joke. I calmly explained that they had been placed a bit too subtly.

Then, he explained how he'd had the joke idea several days before and enlisted mom's help to execute his plan.

The day before, Mark and I went to the cinema to see a movie. Of course, only *after* we arrived back home did he announce that he needed something from mom's for "school." So, back into the car… we drove over so he could pick up whatever it was. He later told me that he'd asked mom to buy him some cigarettes…for his joke. She'd bought them and gave him three for the gag. We had driven back over to her place so he could pick up his props.

Despite Mark's being somewhat ticked off that I didn't find them hidden in his room and then griped him out about his supposed "smoking habit," I found myself feeling very sad. It took me some time to figure out why.

In the playful days of my past life with Veeby and our kids, we would have been silly like that. The family liked to try to "get me" on April Fools' Day each year, usually with Veeby leading the gang. Somehow, Mark's joke brought back all those "good times" feelings—and made me a little melancholy since those days were no more. Good memories, indeed, but gone.

More importantly, I felt a deep sadness knowing how it would have played out if the situation had been reversed. If I had of gotten cigarettes for Mark to play a joke on his mom, Veeby would have called the cops or filed an Emergency Motion as to how unfit I was as a parent…for having bought my 12-year-old little boy cigarettes. Breaking the law and buying "smokes" for a minor? LOCK HIM UP, Officer!

I do not believe I exaggerate that very real possibility.

By the end of the day, I realized I was just tired from the heat of the sun during my rollerblading…and I was very weepy. I took that cue to STOP…and went to bed.

By April Fools' Day, 2009, it had already been a long and foolishly played *Game of Divorce*. I was just tired of the whole dumb thing.

85

Welcome to Bankruptcy 101

Raised as the first born son, I absorbed responsibility from my parents. I always paid my bills on time and *had* excellent credit. During our time together, Veeby and I would regularly get debt heavy, pay it off, then rinse and repeat. That earned me a very high credit score number. Banks and credit card companies *wanted* to loan me money! However, when my circumstances changed through the divorce journey, I found myself with only one income, plus paying a hefty monthly Child Support, plus legal fees, plus, plus, plus. I quickly realized I would *never* be able to get out from underneath the mountain of debt I'd incurred.

While it caused me pain to even consider, I needed to push the RESET BUTTON and bankruptcy was the best option.

I hired a bankruptcy attorney, gathered and filed the needed documentation and went through a bankruptcy hearing. After several months, I received my *Final Order of Discharge*. I chose to bite the bullet and damage my credit worthiness for the next 10 years. In return I received a clean slate and would be able to rebuild my life.

Needing to go through bankruptcy was not something I'd contemplated on my life journey. Then again, neither was divorce.

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The take away lesson for me centered around *empathy*. I am part of the collective "we"…and **we are all one**. If I've experienced love and loss, feast and famine, marriage, children, divorce and bankruptcy…and have lived to tell the tale…I better understand that "we" may never truly know all the trials of those standing around us. We can only express more empathy and love…and should not be as quick to make judgments.

Indeed, everyone has a story.

86

State Bar Complaint

In my humble opinion, Lawyer #2 was *mean-spirited…nasty* in her professional dealings…and *vile* in her written communications. Again, that's just my opinion. She was also the first face of "opposing counsel" I saw within the *Game of Divorce*…and was in sharp contrast to the professional dealings of my lawyer.

Hired just a few days before the Restraining Order hearing, Lawyer #2 came on strong but lacked clarity of events and information at the Restraining Order hearing. I was hurt by her court room accusations and later by her inflammatory writing style. I witnessed first hand her apparent mantra—"make dramatic accusations first… actually prove them later"—a terrible style of lawyering. I was *not* impressed. I later came to understand why she and Veeby made a good team.

However, I was not prepared for the onslaught of hostility…fueled by Veeby's fabled stories to Lawyer #2. I was still swirling in the world of "what happened to **Plan A**?" I was still wondering why that wouldn't work out best for us? The Restraining Order, followed by misinformation spewed by opposing counsel…had left me in shock.

So, after Veeby released #2, I sought out options to report her version of practicing law. I discovered there was an entity called The State Bar—and lawyers were members—"in good standing" or not. They had a procedure where I could submit a Complaint against one of their members, so that's exactly what I did. I filed a State Bar Complaint against Lawyer #2.

One thing I learned *very quickly*, though: It seemed that my name had been legally changed to "MUD" after I submitted my Complaint. Who knew?

It would not be wise to go into the specifics, but suffice it to say the allegations and supporting evidence I submitted to the State Bar regarding Lawyer #2's representation of Veeby were *significant*.

The Complaint procedure could be reduced to the following:

- I filed my initial Complaint;
- Lawyer #2 filed her Response;
- I then filed a Rebuttal to her Response; then,
- I received a nice letter from the State Bar wrapping up the whole ordeal.

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The nice final letter from the State Bar detailed their findings and basically stated their *"…burden of proof is heavier than the burden of proof required in an ordinary civil trial."* I took that to mean they considered my allegations, but really needed to protect one of their own members. That was all right—I was not in need of a "win." I needed to document the injustices I felt I'd endured at the hands of Lawyer #2. In the end, she received no slap on the wrist and remained a member "in good standing."

I had many around me suggesting I should have similarly pursued Lawyer #3 through the State Bar. However, I couldn't bring myself to punish a court jester who was not that bright and simply pretended to practice law. Sure, #3 made a further mess of things, but she was merely a pawn Veeby used.

I learned a very valuable lesson by going through the State Bar Complaint process: Just because a lawyer is listed within any State Bar's website—and declared to be a lawyer "in good standing"—that doesn't necessarily mean that no Complaints have been filed against them. As in my case, it could just be that past Complaints were filed, the State Bar investigated *[or not]* and decided to take no official action. So while it may appear a lawyer has no "demerits"…*it ain't necessarily so*. Things are not always as they seem.

Later on, I found Lawyer #2's DUI mugshot online…*true.*

87

Vacations

While we finally had a court ratified Parenting Plan, the paper upon which it was printed would have proven more useful to start a fire. Just like an important holy book—*[pick any religion]*—Veeby only observed the parameters she felt were useful and disregarded most of the rest. Of course, all the while holding me to the letter of the law.

After a divorce, each party gets to "move on" and have their new separate life. I understood and was generally fine with that concept. However, if there are children to be raised *[shared]* and Co-Parented, there needed to be some communication and coordination. Otherwise, the children suffer.

Such proved to be our situation. Veeby's actions *[and lack thereof]* exposed her firmly held belief that I was "dead" to her, so she didn't need to communicate with a dead person. She tried to go on about *her* new life…doing whatever she darn well pleased…without regard to its impact on me.

Throughout our time together, I regularly "modeled" my preferences of peace, love and civility. It's often called the *Golden Rule: "Do unto others as you would have them do unto you."* While we were together, Veeby was able to observe, mimic and learn. However, there was a drastic regression once she began the process to end us.

Post divorce, I continued modeling communication behaviors, but sharing information about vacations proved difficult for Veeby. My best educated guess would be that for some reason she was fearful that I would thwart her plans…or perhaps it was continued vexatious behavior. While the Parenting Plan required us to inform each other of travel and vacation plans, provide a detailed itinerary, include locations and phone numbers, etc…Veeby simply couldn't bring herself to observe the requirement. I wrote Veeby a gentle reminder:

> *Veeby—Would you be able to provide your plans and itinerary for your upcoming vacation time with Noelle and Mark? I'm sure it says "something" about that in the Parenting Plan, but would appreciate your voluntarily sending that along before I have to write you a reminder.*

Evidently, too subtle. I got nothing back.

However, it proved to be an emotional strain on Mark. He often found himself in the middle, since he knew where he and mom were going, but had to be careful to not tell dad, lest he upset mom. I felt bad for him and shared my thoughts with Veeby:

Veeby—Mark was very excited to get to go to the concert with you the other night. It sounded like he had a wonderful time and I'm happy that both of you enjoyed your time together. I know he will remember it as a good experience for the rest of his life.

However, he clearly verbalized that he felt awkward telling me about his fun concert adventure...not sure what he "could tell" and what he "shouldn't tell" me. I told him that after he had experienced or done something, he could freely share what had happened...and he was very excited to tell me all the details. Please consider reinforcing to our son that it is all right to talk about his and your vacation experiences with me...his father.

Also, please consider letting me know any out of town trips you are planning to take with Mark. This would be civil and respectful of you...a courtesy from you to me...as the other parent in Mark's life...in addition to any legal document(s) requiring you to do so. Specific mention is made of informing the Co-Parent about vacation plans and itineraries within the Parenting Plan. Just so you know, I told Mark to NOT tell me about his vacation plans with you, but that I would ask you for your plans and itinerary in an email if I did not receive them from you beforehand.

I am very happy that Mark had a wonderful time going to the concert, but I had no idea you had taken him out of town. This is not a control issue, Veeby, but a civil courtesy to your former partner…the Co-Parent to Mark. God forbid you two were in an automobile accident and I got a call you or he had been hurt...and I had no idea he was even out of town.

Vacation plans...and other details of your and my life that overlap concerning our children, does not need to be "hidden" from the other. I am not your enemy…I never have been. The fact that I care about the welfare of our children is evidenced by my requesting communication from you. You continue to keep Co-Parenting information from me...as if playing a strategic game of chess. After 33+ years, I know you well…and understand the dynamic of your actions...and yet I freely choose to continue to request communication from you regarding our children. You may want to reconsider your actions and lack of civil communications as it does not place you in the best of light. Remember, for all these years it's been me you've tried to hurt, but now you are impacting our kids...and others are seeing your actions.

As soon as I finalize my vacation plans with Mark, I will be informing you of any plans to be away. Not only because there is a legal document that requires me to do so, but because it's how I choose to be respectful and civil to you, my partner of 33+ years and the parent of our children.

Please let me know what summer vacation plans you have arranged with our children during your two weeks of uninterrupted time. Not doing so is terribly unfair to Mark and places him in the middle between his parents.

To my amazement, she replied, *"Ok."*

Of course, Veeby then *never* let me know about her summer's vacation plans.

Apparently dead…is dead.

Similarly, crazy is….

88

LMAO

My continued Co-Parenting communications seemingly brought much glee into Veeby's life—or at least the fact that she could see me struggling to reach out to her as I tried to coordinate regarding Mark.

One instance…*out of many to choose from*…comes to mind. One day, my work schedule changed and I found it necessary to drop off Mark to mom's place 30 minutes earlier than usual on the following day. I tried to call Veeby directly with the last minute change, but of course she wouldn't take the call and let it go to voicemail, so I left her a message. It would have been so much easier if I could have spoken with the other Co-Parent. I felt it was ridiculous that she wouldn't take my call…to discuss a child care issue.

I never heard back or received any confirmation of the change. I eventually emailed Veeby later that night. She didn't reply until the middle of the next morning. Finally, she confirmed the time change for Mark's care and stated that she would pick him up.

Given Veeby's continued vexatious behavior, I had agreed to provide all transportation for Mark within our Parenting Plan…so I reminded her:

> *Veeby—I'll bring him to you...I will drop Mark off to your place before work.* ***"The Father shall provide all transportation [if not from school."*** [Parenting Plan]

Evidently, this was amusing to Veeby, who simply replied…

> ***"LMAO"***
>
> …which is an internet and texting acronym for
>
> **"Laughing My Ass Off."**

While I was very glad she was seemingly happy, at peace and thriving…at least enough to be "laughing her ass off"…it was also hurtful. Time and time again I simply tried to be direct, to communicate, to Co-Parent and coordinate…but was laughed at for trying.

I wrote her yet again to explain…only to receive her mocking response:

Come now John...why sooooo testy?!
…take a chill pill, John.
…poor dear you're gonna pop a blood vessel :-)

It felt like some middle school girl had broken up with her boyfriend—and then proceeded to make fun of him every chance she got. I was at a loss. What devil had taken over Veeby? Or, had she simply been wearing a mask the entire time we were together?

89

Cruisin'

Mark and I were gifted with a little cruise vacation during the summer. We were very appreciative and needed the time away. Especially since I had just gone through Bankruptcy, which I found to be very emotionally traumatic for me.

Modeling behavior I hoped Veeby would replicate, I let her know the tentative vacation dates. As our plans finalized, I emailed her exact dates and the itinerary:

> *Veeby—Mark and I will be going on a vacation cruise. We will leave August 11th and return August 14th. I wish Noelle were going with us. The itinerary is attached.*

I wrote Noelle and sent it to Veeby to print out for her:

> *Noelle—I love you very much and miss you terribly. Wanted to let you know that Mark and I are taking a vacation next week. I would really like to have you go with us* ***next year****...please consider this. What have you decided regarding your schooling for next year? Are you driving yet? Would you consider letting me take you out to lunch sometime before school begins? Love, Dad*

Veeby was quick to point out an omission in my communications:

> *John—Please tell me what cruise line you will be on with Mark, you did not include that in your itinerary. Also, when did you get Mark a new passport? I remember last year you insisting you needed Mark's passport. You even scheduled a hearing in front of the Judge to get Mark's passport from me accusing me of harboring it. How did you get a new passport without my consent?*

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I found it interesting…the stark contrast of Veeby entirely withholding *her* vacation plan information, yet quick to point out my simple omission.

> ***Why do you see the speck that is in your brother's eye, but don't consider the beam that is in your own eye? Or how will you tell your brother, "Let me remove the speck from your eye;" and behold, the beam is in your own eye? You***

hypocrite! First remove the beam out of your own eye, and then you can see clearly to remove the speck out of your brother's eye.

Matthew 7:3-5—World English Bible translation

I let her know the cruise line, but not without a wince from the remembrance of Veeby swooping in and "taking" Mark at the end of last summer's vacation. The same vacation where I had requested Mark's passport for traveling, but she never handed it over. I had learned to not even ask Veeby for cooperation anymore. Mark's passport had already expired and asking for her "consent"…it would have never been given. Mark just traveled abroad with his birth certificate. It would have been too much hassle to deal with the Vexatious B*tch.

After the cruise, I went ahead and gave her my tentative vacation dates for the following summer:

> *Veeby—Mark and I [and Noelle if she wants] will observe two consecutive weeks of vacation time* ***next summer*** *beginning August 5th. My work commitments prevent me from having any extended vacation time prior to August.*

I elected to take the high road.

Maybe I could kill her slowly…with kindness?

90

Thanksgiving 2009

In 2009, I was thankful to spend extra time with Mark over the Thanksgiving weekend. Graciously provided by Veeby's consistent inability to read and understand our Parenting Plan. It was really just a mix up, that's all. It IS difficult to keep up with all those Even and Odd Years listed so clearly within the document.

According to the "Holiday Schedule" contained within our Parenting Plan, Mark was to be with his mom for Thanksgiving in the ODD Years…from Wednesday after school until Sunday 5 pm. The Holiday Schedule took priority over our normal rotation schedule. I made sure Mark understood he was going to be with mom for Thanksgiving. Except, I received an email from Veeby on the Friday after Thanksgiving:

> *John—I was under the impression that you were picking Mark up today to go spend the weekend with you since this is your weekend to have him. If you don't or can't pick him up that is fine, he can stay with me. But this is your weekend and I assumed he was going over to your place. Let me know what you want to do.*

I replied that I was simply following our Parenting Plan, but would welcome Mark to spend the weekend with me if she so desired. Her response?

> *John—I'm not sure you understand, Parenting Plan states that if Mark has no school on Friday or Monday he stays with the parent that has him that weekend. This is not my weekend, so I assumed you would pick him up today. I've explained this to Mark and he says he is fine with going to stay with you or staying here. You can decide to pick him up today like normal, but let me know when so I can make my plans.*

Alrighty, then. Even though Mark would have normally been at my place that weekend, in 2009 he should have stayed the weekend with mom per the Holiday Schedule. If only I could actually talk

with Veeby…if only she would take my phone calls…I probably would have explained the mix up to her! Hey, I specifically mentioned the Parenting Plan in my reply, but she mistakenly tried to turn it around that **I** didn't understand correctly—whatever.

I went with the flow and replied, *"Ok…will pick him up at 2 pm."*

I picked up the boy…who was happy to play his video games on a faster computer over at my place for the weekend.

91

Winter Break in Divorce Land

Winter Break—the most wonderful time of the year! Not exactly.

It didn't matter that I'd tried to communicate and coordinate Winter Break earlier in the year—actually, in the middle of the summer. I just got no points for my attempts. If there was any wiggle room on the interpretation of my words, or omission of a single possible tangent thread, it seemed guaranteed that misunderstandings and different interpretations were exactly where we would end up. During the summer, I wrote:

> *Veeby—I want to coordinate with you regarding the Winter Break coming up in December. Our Parenting Plan says we evenly divide the two weeks...like we did last year...but goes on to state that Christmas Day is to be the split point for dividing the Holiday. However, since Christmas Day falls on the first Tuesday of Winter Break this year, we need to address the logistics...to prevent it from becoming an issue.*
>
> *According to our Parenting Plan, I will have Mark the first week of Winter Break this year, and you will have him the second week of break [flipped from last year]. There appears to be two options regarding Christmas Day: (1) I can drive him over to you around noon on Christmas Day, which would allow Mark to celebrate with you for several hours; or (2) Mark could celebrate Christmas festivities with you during the second week when he will be there anyways.*
>
> *Please confirm your understanding…and express any preference you may have…so that I can plan accordingly. Hopefully, with a little communication, we can work this out ahead of time. Unless I hear back from you by the end of business next Friday, we both agree to Option #1 as we make our Winter Break plans.*

Due to Veeby's history of non-responsiveness, I'd figured out I needed to place a deadline that assumed an agreed outcome. It worked! I actually received a reply. Of course, I hadn't done things the way Veeby thought they should go. Almost as if anytime I said "black" she would automatically say "white." It must have been a cosmic *cat* and *dog* thing going on for us.

*John—The **best** option for Mark is for him to spend Christmas Eve with us since I know you work Christmas Eve. Mark could enjoy being with his sisters, mother and cousins during that time. This way he would not be alone while you are working. He would spend the night and if you are not working you could pick him up Christmas day to go back to your place to finish out the rest of the first week of winter break with you. I have asked Mark and he says he would like to do this.*

Again…the way she and I stayed together for so long was due to my constantly deferring to her preferences in order to keep the peace. However, after 33+ years, I was tired of deferring. Of course, I then deferred once more…but, at least I called her on it:

*Veeby—While **not the best option**, it is indeed **another** option. I wish you would have discussed with me [via email] our options before discussing with Mark [our minor child]. We should discuss and decide...and possibly ask Mark's preference, if appropriate.*

FYI: I had planned on taking Mark with me to work to spend Christmas Eve together, even though I had not yet discussed this with him.

For this Christmas, your suggestion will work...and will be all right with Mark and me. I will plan on bringing Mark over to your place before heading to work on Christmas Eve, let him spend the night with you and pick him up sometime in the early afternoon on Christmas Day, at which point he and I will finish our first week of Winter Break together.

Please let me know if you would like to have a big brunch or something with Mark that day...my picking him up does not necessarily need to be at noon...I want him to have a nice relaxed day...but again, please coordinate with me directly what your plans and timetable will be.

Do not use Mark to coordinate this information.

Whew! Potential crisis averted. At least one little detail was not worked out ahead of time and of course *that* would later become a major issue. *What **time** should I pick up Mark on Christmas Day?*

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In 2009, Christmas Day fell on the first Tuesday after school had released for Winter Break. Everything had been arranged in the summer. Mark was to stay the first portion at my place, then the second portion at Veeby's place. As I agreed, I took Mark over to mom's place on Christmas Eve day, before going to work. He and I confirmed he'd spend the night and I'd pick him up early afternoon on Christmas Day…we had a plan! Since Mark and his sisters had always slept late during time off from school, we'd left actual pick-up time up in the air…based on when he got up on Christmas Day, etc.

I was trying to be kind and not demand to pick him at noon…so, we left it that I'd pick him up in the early afternoon.

On Christmas Day, I texted Mark just before noon: *"Merry Christmas, son! What about a 2 pm pickup?"* However, he never replied. After 30 minutes with no reply, I figured he might still be asleep, so Veeby and I exchanged texts around 12:30 pm:

J: *Will pick up Mark @ 2 pm.*
V: *Kids aren't up yet. They want to do stockings when they get up still.*
J: *I will pick up Mark @ 2 pm…I have plans for the day.*
V: *Mark will call u when he's ready.*
Or Eliana can take him to u when we r done. [sic]
J: *I will be there @ 2 pm…please have Mark ready.*
V: *What happened to wanting Mark to have a stress free Christmas?*
My mistake for once again believing u.

Since Eliana had spent the night at mom's…and since I still couldn't reach Mark, I called her to see if she could help in getting Mark over to me around 2 pm. I actually had made plans for later in the afternoon and needed to pick up Mark in order to travel elsewhere. Indeed, I made my plans based on picking up Mark in the early afternoon hours. Eliana was coming over to my place for a bit on Christmas Day, so she agreed to simply bring Mark with her at 2 pm …PERFECT!

J: *Eliana will bring Mark to my place @ 2 pm*

Now, if I could just make sure Mark was up…sleepy kid.

J: *Hey…WAKE UP…I texted mom I would be picking you up @ 2 pm.*
Be ready, big boy!

At 1 pm, Mark finally texted back: *"I'm up now. I don't think that'll work. 3 probably will. We were gonna get up at 1 to do stockings, we did presents last night, everyone came over, so it was easier. We just woke up to do stockings, can you pick me up at 3?"* At 1:52 pm, Mark called me to say he was just eating breakfast, wanted to still clean up, so why couldn't I just pick him up later? I was frustrated beyond belief. I'd altered MY Christmas plans to try and be accommodating to Mark, plus doing things the way Veeby wanted. I clearly stated in my email that I'd pick up Mark in the *early afternoon*, but without setting an actual time, I was stuck. I needed travel time for Mark and I to get to another destination on Christmas Day, but felt I was being thwarted by Veeby once again. I wrote out my frustrations:

Veeby—As a courtesy, I let Mark spend Christmas Eve at your place…dropping him off on my way to work, letting him spend the night so he could wake up and do presents with all of you, and making my Christmas Day plans for later in the day. I began this dialogue last summer. I was trying to be nice. This is MY week to have Mark, and I've let him stay at your place extra time.

In the [summer] email, I mentioned that I would pick up Mark in the early afternoon hours. I also directly asked that you coordinate with me regarding your Christmas Day plans…not using Mark as the go-between…yet you elected to NOT coordinate or communicate with me…at all. So, I texted you directly around 12:30 pm that I would pick him up at 2 pm…again, that's "early afternoon" hours.

Wanting Mark to have a "nice relaxed day" does not allow you to let him sleep until 1 pm, and then try to make me the bad guy for simply picking him up at 2 pm…this is exactly the timeframe I mentioned in the summer. And you should plan to wake up the kid early enough to do whatever you want to do and have him ready in the "early afternoon" hours.

A "stress free" day for Mark seems to include sleeping until 1 pm…which was your decision to allow him to do. Without any communication from you regarding your Christmas Day plans or timeframe, I am not the bad guy for simply arranging a pick up time in the "early afternoon" hours.

Of course, none of the above had any impact—what was done was already done. It was just another vexatious frustration.

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I received a call from Eliana a little later. She left to go see her boyfriend and had left Mark at mom's, so I would need to swing by and pick him up…GREAT!

When I arrived at Veeby's place, I texted Mark that I was outside. Normally, Veeby would bring him outside, kiss him goodbye on the front stoop…he'd walk off down the driveway towards my car while she quickly locked herself safely back into her house *[paranoid]*…and off he and I would go. *[I had learned to park on the street…less hassle than a Veeby phone call to the police claiming I was "trespassing" on "her" property by simply pulling into the driveway.]*

However, THAT Christmas Day transfer, Veeby came out with Mark…arm in arm…and started walking towards my car—YIKES!

NO WAY! Not after the earlier antics of the day. So I backed up my car…to indicate I did not want to have anything to do with her. She just smiled and kept walking towards me. I backed up again—

Veeby *knew* what she was doing. Mark tried to simply break away from her and walk towards my car per normal, but she just threw her arm over his shoulder and kept walking towards me. She then motioned for me to come closer. Come on…come closer to pick up your son. *No thank you.*

I backed up 100 more feet…but at a fast pace…and just waited. I then texted Mark to come to my car alone. Veeby took his phone and called me. I saw her actions and that time **I** didn't answer. I had nothing I wanted to say to her. She actually left a message…of course leaving said message on Mark's phone while in front of him…part of the manipulative act:

> *Just Merry Christmas, John…it's Christmas, okay, and this is your son and my son. It's cool…take a chill pill.*

NO WAY! Not after everything she'd done…not only that particular day, but throughout the entire process. I believed she was trying to play the sympathy card, "*I just wanted to wish your father a Merry Christmas"*…but only for Mark's benefit. There is that human trait of presenting a thing one way, but if you really know that person and can read between the lines, it's easy to see what they *really* mean and what they are really doing. That appeared to me to be the visual game she was playing in front of Mark.

Mark was eventually "released" and allowed to walk towards my car alone. Upon entry, I told him to get in and not talk as we drove away. Veeby's little "play" had really upset me. He and I eventually talked and celebrated our Christmas in the remaining hours of the day. It took me quite a long time to decompress from that experience.

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WAIT…that's not all. The transfer of Mark back over to mom's for *her* portion of Winter Break had not been determined. I had counted the days in the calendar and figured the split point one way. Of course, Veeby figured the split point differently! Out of the blue on the Friday evening after Christmas, I received a text from Veeby…

> *John—Where is Mark?*

…quickly followed by her email:

> *Mark is supposed to be with me the second half of his vacation. That starts today, Friday. He is to have been dropped off at my house. If you don't drop him off as you are supposed to I will go pick him up myself.*

I walked over into Mark's room and asked him if his phone was on. He said it was not and he needed to borrow a phone charger, please. I told him his mom was looking for him. He plugged his phone into the charger and called his mom.

Apparently, she told Mark he was supposed to be with her that weekend…and where was he [?]…and when was he coming over [?]…and she would come get him. So, he walked back over and informed me of their conversation. What a mess! Before I could pick up the phone to call her, Veeby sent another text:

> *John—Mark starts his second half of his vacation today with me. Drop him off to me or I will go pick him up myself.*

I replied: *"I will write you an email reply…wait a moment, please."* Within 20 minutes, before I was finished writing…Veeby texted me:

> *John—Why is this such an issue? Today Mark is supposed to be with me for a week until next Friday.*

Veeby then immediately *called* Mark…to inform him she was on the way over to pick him up. I quickly texted her:

> *Veeby—Do not come here, please. I texted you I was emailing you.*

Mark and I looked over the dates while viewing a calendar and I explained the equal split of days was not until the following day. I apologized that mom was speaking with him about time-sharing issues that she and I needed to be discussing. I finished writing out my thoughts and shot her my email reply:

> *Veeby—Per our Parenting Plan, Winter Break is to be split. The wording uses portion 1 and portion 2 as reference points, but the intent is to split the time…common sense, really. That is exactly why I communicated with you last summer…to clear this up.*
>
> *From Dec. 22nd - Jan 6th = 16 days. Add to that the half day of Dec 21st and the half day of Jan 7th [until he would arrive back to me from school] and that adds one extra day. Additionally, Mark stayed at your place for 24 hours on Dec. 24th/25th [part of my time]. My plan to split the time evenly was to take him back to your place Sunday after work. While we have not yet coordinated his exchange, texting me and demanding that he be returned immediately is not civil, nor helpful communication, nor productive Co-Parenting.*
>
> *The split point allows for Mark to be with me last weekend and this weekend. Then, you'll get him for the next two weekends. The Parenting Plan is very specific about how the Holiday Schedule preempts the regular rotation…please reread.*

I will be able to bring him to your place after work on Sunday. Please do not pick him up from here…I will gladly talk with you if you can speak civilly on the phone…give me a call to communicate.

She immediately commanded via text, *"Then drop him off now"*… I replied, *"Wait"*…she texted, *"For what"*…I texted, *"You could* ***call*** *me."*

Apparently, actually speaking with me on the phone about the miscommunication had not entered her brain as a possibility. If I had of taken the initiative and called her, I would have just been sent to her voicemail—it was a known pattern of behavior.

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Then lo and behold…she actually called me. Wow! I hadn't heard her assigned ring tone play in years…DARTH VADER'S musical theme from the *Star Wars* movies. I answered and right out of the gate and without pleasantries, she began to explain *her* interpretation of dates. I then tried to explain my interpretation of dates. When she realized our interpretations didn't align, she hung up on me. **Yep…a whole 50 seconds elapsed before it became so unbearable that she had to hang up!** Reminded me of the good old days. She eventually called back…and we continued.

Per the new normal, my summer email to preempt and clear up all the mess…did nothing of the kind. Veeby interpreted things one way, and I another. My understanding of the Winter Break was an equal division of the days. Her understanding seemingly didn't take into account that the Holiday schedule took priority over the regular time-sharing rotation.

Anyway, blow by blow of the Veeby conversation aside, I eventually spoke with Mark and we agreed to take him back one day earlier than originally planned—I *deferred yet again*. I texted confirmation to Veeby. Our family mantra appeared to be "do anything necessary to keep mom happy." It seemed Veeby was now officially the "baby" in our family.

All of a sudden, that Friday evening was our last night of Winter Break together. We picked up some pizza slices and watched some TV together. Mark slept late the next morning, we took down the holiday decorations and packed them up until the next year…and then I drove him over to mom's place. Again, another shortened ending to our time together, courtesy of Veeby's bullying tactics.

Seemingly always needing to have the last word, Veeby wrote me an email on the last day of the year:

> *John—Contrary to what you claim, your summer e-mail only addressed Christmas eve/day. Back then, it was decided that Mark would enjoy being with his extended family on Christmas eve since you work long hours on Christmas eve. You agreed to pick him up Christmas Day and stated you "wanted him to have a relaxed day." I have no communication from you regarding when you would bring him to me for Mark's week of winter break with me. Given that he has a two week winter break, it was common sense for me to assume that the first week of winter break, which started on Friday, would be your week until [the next] Friday. Then he would spend the next week with me. I have no communication from you indicating that you intended to bring him to me on Sunday after work. The Parenting Plan does not address this "hand off" for winter break.*
>
> *I had not been able to reach Mark since Wednesday night. I had not been able to get a hold of him all day, by phone or text. I was worried when he still wasn't home by 5 pm on Friday. You didn't answer my texts as to where he was. When he finally called me I was informed of your plans to bring him on Sunday instead of Friday. I have no problems speaking to you civilly. My text was not demanding, it stated what my e-mail stated "Mark is supposed to be with me the second half of his vacation. That starts today, Friday. He is to have been dropped off at my house. If you don't drop him off as you are supposed to I will go pick him up myself."*
>
> *Your histrionics on Christmas day when you picked up Mark speak to your issues with me. Making him walk all the way down the street to your car because I was walking with him, is hurtful to Mark. You don't have to worry that I will come into your home, but there is nothing that states I cannot pick up Mark from your house. I am Mark's mother and I am sure for his sake you will afford me that RESPECT in the future.*
>
> *Just to be clear, I will keep Mark for his week of winter break with me until he goes back to school. If this isn't right, then let me know.*

Her assertion that I *"didn't answer [her] texts as to where he was"* is misleading. When she texted and asked where he was, I had him plug his phone into a charger and immediately call Veeby. A direct phone call from Mark to mom, within 3 minutes, to reassure her he was alive and well trumped any return text from me.

I had no idea Veeby hadn't been able to reach Mark for a few days. Typically, she didn't call to check up on him much when he was over at my place—I don't know why, but she just didn't. *Logically*, if Veeby were actually "worried," she could have easily sent a text, an email or even called *me* to find out if anything was wrong. If Veeby had worries, they were needless and self-inflicted. I had no way of

knowing Mark hadn't kept his phone charged. Mark was on his computer, being a kid all day long. He simply hadn't plugged his phone into the charger.

All the craziness of that Winter Break…reminded me why I'd *begged* and *pleaded* with the Court to assign a *Parenting Coordinator*!

By that time, Veeby had become *Kryptonite* in my life—able to befuddle and confuse any situation—in a single bound.

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Kryptonite

The radioactive element Kryptonite, from Superman's home planet, was his weakness. As a fictional character, Superman was invulnerable—until some "bad guy" placed Kryptonite close to him. Then, Superman wasn't the same strong person…he was vulnerable and able to be hurt.

I became aware that Veeby had become Kryptonite to me.

I would like to claim that I was strong and Veeby could no longer hurt me, but in truth it was only the distance she'd put between us that prevented further hurts. Unfortunately, I could not predict nor prevent when Kryptonite would make an unexpected appearance in my life, but when Veeby showed up *[in whatever form]*…it actually weakened me, just like the super hero. I could be having a great day or a good week, until some Veeby interaction would knock me for a loop.

After enduring her hurtful words and actions through our years together—and the intensifications during her strategically played *Game of Divorce*—I had toughened up a little, at least on the outside. However, every time she belittled me with her words, it was like a direct laser into my heart…surgically slicing me apart so very easily. Veeby understood this dynamic and used that information purposefully. NO, REALLY! I believed she knew this and sadistically enjoyed causing me severe damage.

Veeby and I discussed this exact dynamic many, *many* times. I was *[am]* highly skilled in my field, confident in my abilities, able to lead large groups of people. I spoke freely and with confidence as I taught lessons, adjudicated events or presented in front of an audience as a musical expert. However, I had given Veeby my heart as a younger man…and was simply not able to stand up to her. While I typically didn't take "crap" from most folks, I could not shield myself from the

crap she dished out during our time together. I had never given anyone else that much control and access to me…the *real* ME…which left me extremely vulnerable. Think "Lois Lane."

In fact, during our time together I placed Veeby up on such a high pedestal…treating her with love, care and loyalty as my "queen"… that the scenario morphed into a huge power imbalance within our relationship.

All of which made it harder to understand her separation and rejection which ultimately turned into her decision to end us. Like a loyal *[royal]* dog, I endured her cruel treatments, but always came back…if only for more of the same. I eventually figured out that Veeby couldn't wrap her brain around my loyalty to her, so she just continued hitting me *[like a "bad" dog]* with a rolled up newspaper until I did things more to her liking.

I found it really hard to absorb how mean-spirited she acted towards me after the separation…turned divorce. Veeby tried to bury me with accusations, innuendos and vexatious court motions. Any omission of information on my part from our past was per our *Agreement* and was purposeful in trying to *prevent* hurts. Yet, I believed that Veeby had acted on the opposite premise…that she had begun lying about a multitude of topics in order to very purposefully hurt me. I simply could not believe her actions. I knew inside my heart that I would never do to her what she was choosing to do to me.

Indeed, Veeby became my **Kryptonite**.



2010

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Sick Puppy

I was hoping for less stress in 2010…knowing full well that less interaction with Veeby would help towards that end. Unfortunately, things would get worse before they would get better.

Our youngest son, Mark, began having health issues late in 2009. By the beginning of 2010, he was indeed one sick puppy. What I was about to learn was that parents dealing with a child's medical condition takes a physical, emotional and even a financial toll. However, throwing into that mix a lack of effective Co-Parenting and coordinated problem solving…would compound our situation *terribly.*

As medical bills began arriving, Veeby was not honoring our MSA by paying her portion but instead was merely sending the invoices to me for payment. Within our Final Judgment, the Judge had awarded me thousands of dollars of reimbursement from Veeby, but she still wanted me to pay little bits and pieces. In our email correspondence, I suggested she go ahead and pay the small amounts due and simply deduct it from the larger amount she owed me. How dare I…what was I thinking? I wrote:

> *Veeby—As indicated in my previous email, please go ahead and pay any outstanding balances and you may simply deduct from the amount you owe me, as court ordered in our Final Judgment. You have not communicated with me regarding this invoice in the last five months...I thought you'd taken care of it.*

However, then I received her ever so gracious reply:

> *John—In actuality,* ***I owe you nothing*** *since all your credit card debts were discharged in full in Bankruptcy Court in 2009. You owe me half of what I have already paid for the attached medical bills from Noelle and Mark.*

What in the world? I guess in her mind the Final Judgment meant nothing?

Mark continued getting worse and the doctor wanted him to have an exploratory medical procedure. Veeby dealt with the doctor's office and lined everything up with the hospital. The hospital informed her that since it was a new calendar year, the entire insurance

deductible needed to be paid first in order for Mark to have the procedure. That's when things started getting *more interesting.* While she felt I owed her half of whatever she had paid already for Noelle and Mark, she expected me to pay the entire deductible amount…like I was rolling in the dough.

> *John—The Hospital will be calling you since the insurance you have for Mark has an annual deductible of $2500 which has to be paid up front before they can do the procedure. Please contact the hospital to arrange for payment.*

I saw value in exploring other options and replied:

> *Veeby—I will explore more thoroughly tomorrow the different cost options that are available for having the procedure done for Mark. While Dr. One has seen Mark, he only works through Hospital 1, which has an "allowed" amount of $3000 for the procedure through my insurance. Whereas the same procedure performed at Hospital 2 would have an allowed amount of $1700…significantly lower cost. Dr. One has a fellow associate doctor within their practice that has an association with Hospital 2. Will explore and let you know.*
>
> *Any costs involved for this procedure and any other future procedures for the children are in addition to the monthly Child Support and health insurance costs I am already providing for the care of our remaining minor children. Indeed, any additional medical costs fall under and are discussed thoroughly within our MSA which states:*
>
> **"NON-COVERED MEDICAL EXPENSES: The parties will share the children's future non-covered medical, dental, eye care, therapeutic and orthodontic care on a 50/50 basis."**
>
> *Please make arrangements to provide one half of any funds needed for Mark's upcoming medical procedure, payable directly to the provider, as needed.*
>
> *My recent bankruptcy indicates my current financial situation. I am no longer in a position to pay any portion of medical costs on your behalf. It is to both our advantage to explore lowering the costs of this much needed procedure for Mark. Thank you for your help with Mark during this scary medical time in his life.*

The next day, I communicated what I'd learned:

> *Veeby—I received a call from the manager at Hospital 1. She'd written an administrator requesting a reduction of fees, but was told their contracted rate would remain $3000 for the procedure, which doesn't help us. I informed her of the better price at Hospital 2 and they were not interested in reducing their fees in order to maintain Mark's appointment. I left us on their schedule, however.*

I called and spoke with receptionist from Dr. One's office to ask about having an associate do the procedure for less money at Hospital 2. She informed me that Dr. One also had privileges there. I explained the difference in cost…and could we simply slide Mark's procedure over to that hospital? She checked with Hospital 2 and has done just that. Mark's procedure is now scheduled at 9:30 am this coming Friday morning at Hospital 2. They ask that Mark arrive 1 hour before the procedure.

I reverified with my insurance about the "allowed amount" that Hospital 2 has contracted with them. Was confirmed. My insurance has a contracted rate of $1700 for the procedure…no more than that is allowed per their contract. This would total approximately $1700 as I indicated in last evening's email. This is just for the procedure, not additional doctors which will be billed separately and we will need to evenly divide.

I called Hospital 2…spoke with manager in Admitting Department to gather information about their expectations on payment. The $1700 amount will need to be paid either the day before [tomorrow] over the phone with a credit card, or may be paid in cash the day of the procedure—given to the person who registers him into the facility. Half of the above amount is your responsibility [$850]. I will pay my half directly to them prior to Mark's procedure this Friday. They are aware of our 50/50 split of this expense.

I received a somewhat edgy reply:

John—I certainly appreciate having financial difficulties since I have been in financial straits for the past two years and have no credit available to me. ***I agree with exploring cheaper but just as effective treatment options for Mark's medical needs****, a courtesy I was not afforded when you made the unilateral decision regarding Mark's orthodontics. Unlike orthodontic treatment though,* ***Mark's current medical condition is detrimental to his health if not addressed immediately****.*

Interestingly, she *"agree(s) with exploring cheaper but just as effective treatment options…"* only to derogatorily call me *"cheap"* later on for simply exploring the same procedure, same doctor, less money at another facility.

Unilateral decisions…regarding orthodontics…REALLY? I believe that to be a misleading statement. We had used the *same* orthodontist for Eliana and Noelle…even Veeby used the same orthodontist for *her* braces. Somehow, in using the same doctor for Mark's braces, I was detrimental in my unilateral decision? She and I had spoken about Mark needing braces at the beginning of the Separation. I had alerted her before taking Mark to the initial consultation…and she didn't express any concerns at that time.

She continued:

> *Regardless of what the MSA states, the* ***reality is that Mark needs treatment*** *to address his condition* ***now*** *and my reality is that I am financially unable to contribute towards any expensive medical treatment. It makes no difference if it is half of $1700 or 50% of $2500 since I don't have the means to pay for any of it. I have taken Mark on* ***six medical appointments*** *in the last month and* ***cannot afford any more*** *than what I have already done.*

Wait a moment—*"cannot afford any more [money]"* than she spent on the last six (6) medical appointments? The online insurance records indicated those six (6) appointments, but actually showed she only paid a co-payment for *one* of those visits and she paid for only *one* prescription. The majority of those visits were basically FREE through *my* monthly insurance premiums. Her total out-of-pocket expenses for those six (6) medical appointments was less than $100…which I reimbursed her my portion *[half]* within three weeks of her email.

SMOKE & MIRRORS

On she went:

> *Might I suggest that you secure a health insurance policy for Noelle and Mark that is* ***more comprehensive****, given that Mark may need continued future treatments depending on the doctor's findings of his current condition. This would be a more appropriate solution given that my financial situation is unlikely to improve and I have no health benefits to offer Noelle or Mark.*
>
> *Yes, this last month has been fraught with anxiety for Mark and that is why the* ***number one priority right now needs to be to reassure him that this medical condition will be resolved quickly****. Let me know what you decide regarding his care.*

I felt that her suggestion I procure a *"more comprehensive"* health insurance policy was presumptive…for a number of reasons. She and I were both hurting financially, but we each needed to do *whatever* was needed in order to take care of our child. I heard her, but didn't know what else I could do for her…and therefore wrote…

> *Veeby—You'll need to figure this out for yourself. I do not have the ability to pay for you anymore. Mark needs this…payment due by Friday's appointment.*

…to which she responded:

John—As I made clear, I do not have the ability to pay that kind of expense. You will need to cancel the appointment you made at Hospital 2.

Then, I had an idea! Her parents! They might be able to help her out…for their grandson. It was worth a shot, so I called them.

Veeby—I heard your plea for help ["Let me know what you decide regarding his care."]…and decided that you needed additional financial help to care for Mark, so…

I called your parents. I tried to speak with them regarding the medical emergency Mark is going through and his need for their help, on your behalf. They hung up on me several times before even hearing what I had to say. I was able to leave a detailed message on your mom's cell phone. Hopefully, she'll retrieve and understand that I'm reaching out to them on behalf of their grandson.

You should own your responsibility to figuring this out. Sell something? Work somewhere else in addition to wherever you're working now? Sell the house and move into a smaller place so you're not so financially strapped? There are numerous possibilities…be pro-active and stop being the martyr/victim.

I have made this one last attempt to help you, but from here on out, it is entirely your responsibility to figure out.

Mark will probably need surgery after this, so you'll need to figure out where that money will come from as well. Mark's health needs cannot simply be canceled…more money and resources will be needed. So work more; beg or borrow from friends and relatives.

His procedure is on Friday morning…figure it out before then so he can get what he needs done.

Well, while **I** thought it was worth a shot to contact her parents regarding Mark's health issues, apparently *they* didn't appreciate my thoughtful gesture…and called the police! They filed a nice little police incident report which stated I called to tell them they were "bad grandparents." *How did they come up with those words?* I didn't say anything like that. The police report further indicated that I made no threats and the calls ceased. Additionally, I received a pleasant voice mail from an officer which basically stated "stop calling them or they'll press charges against you. If you have any other issues, take it up with the ex-wife." Alrighty, then. From my perspective, it was all just further proof that Veeby's apple didn't fall far from her family's tree. Moving on.

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Veeby's last suggestion—that I cancel the upcoming procedure appointment—didn't make sense and wasn't in Mark's best interest. We needed to know what was going on inside of Mark and he needed this procedure to do that. She and I continued our email exchange:

Veeby—Reminder: This is an appointment YOU made for Mark…which he needs. I simply saved us a little money and moved it to another facility.

• • • • •

John—Please feel free to call Dr. One's office to schedule Mark's medical procedures when you can take him.

I thought all these emails back and forth was just plain silliness. Our son was sick. Why couldn't we just SPEAK and figure all of this out?

*Veeby—**Just call me**. Even if I take Mark on a different Friday, he'll still be at your place on the Thursday before when he'll need to prep. Can he stay with me the evening before when he'll need to prep for the procedure? Why can't we just DO THIS tomorrow? You've lined it up, and they'll let you figure out the money afterwards. They've said they are willing to bill you if I pay **my** half up front. Call me to discuss, please.*

Call me, please.

No call from Veeby…just more email:

*John—I suggest we schedule this for another day since the prep would have to have started 24 hours before and Mark is now in school. Unfortunately, you created an enormous confusion with your last minute rescheduling him to Hospital 2. Dr. One's office had already scheduled him at Hospital 1. **Your insistence on focusing only on money and changing everything last minute** has made this already difficult situation for Mark, even more so. You insisted in your emails that I had to come up with this money by tomorrow's procedure. I do not have that kind of money or access to it, what is so complicated to understand here? You never said I would be BILLED for half, as you now claim in your frantic phone message. You adamantly [read your emails] insisted that I had to come up with the money for the procedure to occur. When Hospital 1 called me initially, they informed me that the annual deductible of your policy for Mark has a $2500 deductible to be paid up front. I DO NOT HAVE ANY MONEY, AND YOUR SUGGESTIONS OF HOW I AM SUPPOSED TO GET MONEY WITHIN A 24 HOUR PERIOD BEFORE OUR SON HAS TO HAVE A MEDICAL PROCEDURE ARE OBNOXIOUS AND REPULSIVE!! Do you even hear yourself???*

***This procedure is not an emergency**. Dr. One's office can schedule it for another Friday. Mark can then plan to be out of school and we can start the prep work calmly at home the Thursday before. I suggest you*

schedule it for a Friday he would be going home to you and then you can pick him up from my home that Friday early before the procedure and take him to whatever hospital you chose.

I wasn't sure I understood the rules—they kept changing.

When Veeby sends me an email *four (4) days* before Mark's procedure and expects ME to entirely pay the $2500 deductible before that can occur, *that's all right.* It's *imperative* for me to find the money since ***"Mark's current medical condition is detrimental to his health if not addressed immediately."***

However, when I arrange…*within 24 hours after being initially informed of the above scheduled procedure*…for the same doctor, same procedure, different hospital but for cheaper money *[so we each pay less],* but SHE has to come up with her half of the money by the same procedure date, somehow that's NOT all right. I'm wrong to even suggest such a thing and somehow I'm making things more difficult? It seemed that all of a sudden her friend "*Rationalization"* arrived to suggest ***"This procedure is not an emergency."*** It felt like an inconsistent double standard to me.

I thought she'd set up even more **Mirrors** and blown even more **Smoke** into an already crazy scenario.

Veeby—I've taken steps to assist you. I changed the location of the procedure to reduce the cost. I've arranged for the hospital to bill you, since you have stated you don't have the money up front. Yes, I did call your parents, who are a resource you should consider asking for money, for Mark's health.

I've further arranged this entire procedure that Mark needs…and that YOU set up…so it won't cost you any money tomorrow.

So, what is the problem with having Mark prep today as HE is planning and take him for the procedure tomorrow as HE has mentally prepared for?

This is a scary enough procedure for a 13-year-old, yet alone canceling it and rescheduling it. He probably isn't clear on what or why this is happening, yet he has the physical health issues continuing.

Do this for Mark, Veeby. Take him to the appointment. Help him prep this afternoon.

***Call me**. Communicate with me. For Mark, not against me.*

Figure out the money thing on the other side. Prepare Mark both physically and emotionally, please.

I continued…

Regarding the upfront money, I simply relayed what I was being told by the hospital. It was only THIS MORNING that I called the Admitting Department and secured your ability to be billed, instead of having to arrive

there with money in hand. I was taking care of our son, and trying to help you—that's all.

So, Mark is in school? I'm sure he is very confused and emotionally impacted.

Mark is going to be very uncomfortable during the prep time [Thursday afternoon]. Will you let me simply pick him up from school on a Thursday and bring him to my place for his prep, then take him to the procedure? This would be easier on him.

I will reschedule this procedure through Dr. One's office and will aim for next Friday morning. Please respond to the above paragraph/suggestion as soon as possible.

You will still be billed for the balance of this procedure. And then, there will be his surgery, which you'll need to figure out how to pay your half. Mark needs some health issues addressed, so you'll need to figure out how you can take care of your portion.

On the morning before the procedure—*before I learned Veeby had canceled it and sent Mark to school*—I couldn't reach Mark. I *thought* he was at Veeby's place prepping for the procedure. Surprisingly, by midday, I *received a call from Dr. One's office informing me that Veeby had called and canceled the following day's procedure*. I immediately got on the phone with Hospital 2 and then tried to call Veeby several times. Veeby simply wouldn't answer her phone, so I left her voice messages.

Veeby had begun the exploratory procedure process…but then bailed when she realized it would require money from HER. Was this part of her original plan to "stick it to me?" It seemed she'd forgotten about the 50/50 split of Non-Covered Medical Expenses. For some reason, I believed she viewed me as some bad guy, since I had a steady job and was able to squeak out a living. I believed she led her friends to believe I was evil incarnate since I wouldn't pay 100% of Mark's medical needs.

I *eventually* figured out that Veeby sent Mark to school instead of letting him stay home to prep. She told him she did not have the money, so the procedure was canceled. Poor guy, it must have been terribly confusing and scary…all rolled into one big ball.

I immediately got in my car and drove to his school. I told the office staff I needed to briefly speak with him and wasn't going to check him out of school. They were sweet and got him out of class.

He came to the office and we are able to stand outside for a few moments. I generally explained the mom and dad craziness, but reassured him that he would have the procedure the following Friday, when he's with me. I told him I was just trying to comfort him, that this procedure *would* happen and he just had a one week delay. I hugged and kissed on my son. He just needed to know he would be all right.

I arrived back home having averted that day's crisis…until the next rock was thrown at my glass house.

• • • • •

Evidently, no slack wouldst be given by Queen Veeby:

Thou Shalt Not Vary from the Parenting Plan

John—As I already stated, Dr. One gave me the instructions for the prep to start 24 hours before the procedure. Let me know when you have scheduled the procedure and Mark and I will plan for him to be home from school on the Thursday before the procedure. You can then pick him up on the Friday morning of the procedure and be with him for the entire experience.

Another attempt to make the preparation time easier for Mark:

Veeby—I have the procedure scheduled for next Friday with Dr. One at Hospital 2. Next Thursday is a half day of school and there's no school on Friday. Mark can go to school per normal next Thursday. I have had this procedure and am comfortable helping him through the prep. I have a copy of the instructions which explains the preparation process. I have informed Mark of the rescheduled procedure.

You and Mark can determine where it would feel most comfortable for him to begin and go through his prep time…I will defer to Mark's decision.

Back and forth…ad nauseam:

John—Mark's prep procedure is for a child of a certain weight, Dr. One has given me the instructions of what he needs. It works out well that next Thursday is a half day from school. That way Mark will only miss part of a day. Given that you are at work Thursday evenings anyway, it is best for Mark to be with me the entire day so that he can be monitored should the prep not go as planned. Dr. One was very specific about what needs to happen in order for the procedure to be as accurate as possible.

• • • • •

Veeby—As I previously mentioned, I have a copy of the instructions.
There is no need to worry that the prep will not go as planned.
Mark need not miss next Thursday school.

• • • • •

John—Mark can b picked up on Friday morning.
You work Thursday evening.
It is best for Mark to have a parent with him.
I will b with him.
Enough said!

She always tried to have the last word.

Thus Sayeth the Queen

Enough Said!

The following week, mom prepped him, and I picked him up and took him in for the procedure. It wasn't clear why mom *wouldn't* be there, except she probably didn't want to be in my general vicinity. Afterwards, I texted Veeby that he and I had arrived back safely to my place and Mark was *sleeping*. Of course, Veeby immediately *phoned* Mark…who was ***sleeping***. I guess that word wasn't understood? His phone was still in the hospital bag with his belongings, so I was able to silence it quickly. I texted Veeby…again:

Veeby—Mark is sleeping. I will have him call you when he awakes.
We now wait for the Pathology report to come back…in a week.

Mark was scheduled to be with me for that weekend through the following Wednesday, but Veeby wanted to see him and touch base with him.

John—I'd like to see Mark before Wednesday. As his mom, I need to hug him and love on him. Let me know when I can see him over the weekend.

I understood that completely and accommodated her request. Mark went to see her the following day.

The Pathology report came back that next week…only to confirm we definitely had one Sick Puppy. The doctors would begin various combinations of medications and observe his body's reaction.

The journey's path was changing. The signs along the road indicated things were about to get even more tricky to navigate.

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A Slice of Pizza

That's all it took. Just one slice of pizza and seemingly I crossed over into the realm of "Bad Parent." Really, *how dare I* give Mark a slice of pizza after his medical procedure! What was I thinking?

Actually, while Mark was still waking up from his procedure at the hospital, I spoke directly with Dr. One about what Mark could eat in the coming days. He and I discussed Mark's food preferences and specific types of foods to avoid during the next week. I asked the doctor about having a slice of cheese pizza that evening after we got home and he approved that choice…as a treat.

Once home, Mark and I were able to do some internet research about his possible diagnosis and future food selections. We came upon an official site for his possible condition and read with intensity. Within, it had a topic: *"Is there a place for fast or 'junk' food?"* That article went on to say:

"…Parents would like to think that there's no place in a healthy diet for fast food, but this may not be true. Some of the foods provide a valuable supply of nutrients as well as calories. Take pizza, for instance. The cheese offers calcium, protein, and vitamin D; the tomato sauce provides vitamins A and C; and the crust supplies B vitamins."

I had Mark take a nap, then texted Veeby that we were back home safe and sound. After he awoke, we each got a slice of pizza from our favorite place…and watched some TV after the traumatic day.

The following day, I took Mark over to mom's place for awhile. Understandably, she wanted to love on her kid after the procedure. I'm sure Mark told her about the entire experience…and our ending the day with pizza and TV.

Veeby very graciously pointed out the error of my ways…and of course she also sent cc'd Bonnie *[as if "telling on me" to the teacher?]*:

> *John—Dr. One left me a message concerning Mark's procedure. Since you were there for the procedure and in charge of Mark's health, did you ask the doctor what Mark could/should eat until he is seen at his follow-up? Why did Mark eat pizza after the procedure????* ***Did you ask the doctor if***

he should be eating pizza after this procedure? ABSURD!! *Why is Mark eating pop-tarts for breakfast? The type of food eaten is crucial so his condition is not made worse. Mark is entirely in your care until he comes back to me on Wednesday. If you don't know what to do, don't play doctor with Mark's health, pick up the phone and get informed. Mark's medical condition is serious and should be top priority.*

I don't know…it felt a *little condescending.* I mean, I *am* male, but that doesn't mean I can't nurture or take care of our children. Perhaps *differently* than Veeby might have chosen, but HEY—I didn't *kill* the kid.

Thank goodness Mark would finally be taken back to her on Wednesday, when he could get the REAL care he needed. Poor Mark…he would have to hold his breath until then. If only I did everything the way Veeby thought best.

I replied *[and cc'd Bonnie as well]:*

Veeby—I've shared all the information given to me from Mark's procedure—scanned and sent pictures, doctor's reports, etc.

I drove Mark over to see you last Saturday after his procedure…per your request…"to hug and love on him."

I arranged with the hospital for them to bill you directly for your half of the procedure.

Please continue to share and communicate with me the suggestions and findings of the doctor as you are made aware. I will continue to do the same.

If the diagnosis proves to be what we think, we will both struggle financially to meet Mark's ongoing treatments through the next several years. We will both need to figure out a way to pay his medical expenses—responsibly and fairly—as described within our MSA.

*Going forward, please try really hard to communicate more…**nicely**. We will need to continue to Co-Parent for many more years.*

Well…at least it was a *thin crust* cheese pizza.

95

Reasonable and Comparable Health Insurance

I asked Veeby to communicate more *nicely*…and then received the following, with a nice little clean copy sent once more to Bonnie:

John—Stop making this about you. This is about Mark's health!

Stop whining about money *and start figuring out how to get better health coverage for Noelle and Mark. With no warning you changed their health insurance to a cheaper one [where was the Co-Parenting here?] The health insurance coverage for Noelle and Mark is entirely <u>your</u> responsibility. Or have you forgotten what you signed in the MSA? Let me refresh your memory:*

"Husband shall be responsible for continuing to pay reasonable and comparable health insurance for the minor children."

When you decided to change the medical and dental plan for the children to one that offered less coverage than before, their coverage was no longer comparable.

Unless you want me to drag you to court to enforce the MSA*, I suggest you focus your energies on getting better insurance coverage for Noelle and Mark. Now more than ever, with Mark's diagnosis, it's imperative that he have access to the best care possible so that no one is shopping around for the most inexpensive form of treatment. Instead, he needs to be getting the best treatment possible independent of cost.*

As their mother, I am devoted to Noelle and Mark's welfare. This means my number one priority is making sure their needs are met, it's not making "nice" with you.

I also spoke with Dr. One and he told me that Mark is to avoid eating fiber at this point. He did not endorse pizza and pop-tarts as appropriate meals. Get real! If you talked with Dr. One about what Mark should eat, why was I not informed about that so I would not have to worry about him having pizza first thing after his procedure? Don't call what you do Co-Parenting.

Again, stop making this about you. This is about Mark! Just because it was "your" weekend doesn't mean Mark doesn't have the ***RIGHT to see or be with his mother*** *after a medical procedure!*

Your concern now needs to be to provide ***"comparable health insurance"*** *for your children.* ***Stop shirking your responsibility*** *and get him the coverage he needs. Mark's medical condition demands it IMMEDIATELY!*

Hmmm…I wondered how she *really* felt? Veeby's initial accusation that *"With no warning you changed their health insurance to a cheaper one"* was absolutely false—which I will explain in a moment.

I felt that Veeby was trying to *shame me* once again, but through Bonnie. The actual facts had been so blatantly misrepresented in Veeby's letter that I wrote *Bonnie* directly:

Bonnie—I apologize on behalf of my former partner and myself that you've been dragged into this.

I acknowledge that we've not yet officially hired you as our Parental Coordinator, or taken the course work…due to a number of factors revolving around Veeby. With that in mind, please just file this correspondence.

While I've tried innumerable times to effectively Co-Parent our remaining two minor children with Veeby—and have a major paper trail as proof—however, there is an underlying dance mantra that is working against my efforts. There are multiple variations of our dance steps, but the main steps always reduce back down to the following pattern: Follow her steps [her way] or you're doing things wrong.

It is important to Veeby to always have the last word…literally. So, IF I reply to her most recent email, she and I just keep on dancing via email…forever. Until the decision to divorce, I was always willing to defer my thoughts and opinions in the interest of keeping the peace. No longer willing to defer or agree with her ways, we are divorced.

In the interest of ***keeping the peace*** *between her and I, but more importantly so the kids don't continue to be caught in the middle, I am willing to stop the dance, by not directly replying to her latest email. Her points are incorrect as I will explain below…"For The Record." However, it has no positive effect to reply to her.*

So, please just file this response in some folder somewhere…in case things become even more heated.

The Health Insurance Policy I currently have for myself and all three children is the exact same policy that was in place when we signed our MSA. ***No changes have been made to the policy****. This is an 80/20 Major Medical policy with a $2500 annual deductible per member, which began January, 2008. We signed the MSA in March, 2008.*

There's no option to upgrade the health insurance policy, since Mark has now been diagnosed…[I had already checked on this, prior to Veeby's email].

We were blessed that our family maintained good health overall through the years. Mark's diagnosis is the first time any of us has needed to depend on our health insurance.

***Pizza**: Silly as this "pizza after the procedure" thread must sound, I actually spoke with the doctor again last week to inform him of Veeby's concerns. He laughed a little, and confirmed it was all right…as a treat for Mark after the procedure…and said to simply blame him for the decision. He commented that as long as it didn't upset Mark's system, pizza was fine… and low fiber.*

*Mark will have his **first** follow-up with Dr. One today…this afternoon. We are at the **beginning** of a process to figure out what triggers there might be and which medicines to begin to try. Going forward, these will simply be things to explore and figure out what works best for Mark.*

Her words to "Stop shirking your responsibility…" are laughable given that:

- *SHE canceled Mark's initial procedure and I had to reschedule it for the following week;*
- *I am supplying Veeby with more monthly support than the Child Support tables dictate;*
- *I am providing health, dental and car insurance, plus cell phone service for the children;*
- *I went through personal bankruptcy due to all of this...and still continue to provide;*
- *She owes me $15,000+ for her "vexatious" litigation.*

My main concern—that I want to document here in advance—is that (1) Veeby will not pay her 50% of Mark's medical bills; (2) the insurance company will come after me for her half; (3) I do not have the ability to pay for her half [courtesy of her forcing me into bankruptcy]; and, (4) the insurance company will cancel the existing health policy, which Mark will now need forever, due to his diagnosis.

Please be aware:

- *As a married couple with a family, we were paying $600 each month for health insurance up until the end of 2007.*
- *In January, 2008…as we prepared for our separation…we used our insurance agent for new policies. She obtained a health insurance policy for just her, and I obtained a new health insurance policy for myself and all three kids.*
- *Her new policy was approximately $150/month.*
- *The children and my new policy was approximately $350/month.*
- *The family health insurance plan we had while **married** was an 80/20 plan; $5000 per person annual deductible. Also, there was a $1000 prescription deductible per year.*

- *Effective January, 2008, the new health insurance I obtained/provided for all three children and myself remains an 80/20 plan, just through a different company.*
- *The premium for this plan has gone up twice since January, 2008.*
- *My current health insurance plan has a BETTER deductible option. It's only $2500 per person annual deductible and $500 prescription deductible per year.*
- *My current plan includes dental coverage, whereas the previous plan did not.*

BOTTOM LINE: The health insurance I am currently providing is ***better*** *than what we had when married.*

While this theme would continue to unfold, the above were the verifiable facts. The rest was just hot air spewing from Veeby's lips.

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Who's Gonna Pay for What?

We *finally* had a diagnosis for our Sick Puppy. We were at the beginning stages of trying to figure out which combination of medicines would be best for him. A crazy new thread emerged—without Veeby and I ever having an actual conversation, we needed to figure out *who* was going to pay for *what*…relying entirely on email communications. That had worked *so well* for us in the past! Veeby took charge and began the email ping pong match:

John— Dr. One gave us a script for Mark to have a specific blood test to determine if he can tolerate this new medicine. He started him on it today to help alleviate his pain. Mark is to take this three times a day. The doctor gave me some samples and a script. I will drop the script off at Malreds Pharmacy tomorrow and have them call you so you can pick up and have these meds for him at your place when he returns to you on Monday. He will also start another medicine, but only after we have confirmed with Dr. Two's office that his test was negative and vaccine are up to date.

I will call Dr. Two's office tomorrow to confirm that. We still have to go to the lab. Once this test result comes in we can start him on the antibiotic the Dr. prescribed and also on the other medicine. The Dr. also wrote a script for the x-ray that Mark needs to have done. I will call Hospital 1 to set that up.

Mark's blood work came back. He is not anemic, but the doctor recommended taking a good multivitamin with iron. He did not recommend a nutritionist at this time, but in the future. He does want him to eat high caloric meals. He suggested protein drinks…to supplement his meals. Dr. One will follow-up with the pediatric surgeon. He also recommended you and I read [health book].

• • • • •

Veeby—Thank you for the update...I appreciate it.

- *Do not wait four days before supplying Mark with this needed medication. Go fill the prescription tomorrow. Pay the entire amount. Email me a copy of the receipt and I will have a reimbursement check for half the amount in your mailbox within 24 hours. Promise.*
- *As you continue to oversee his medical appointments and medications, I will always provide a reimbursement check for half the amount of any additional medical expenses.in your mailbox within 24 hours.*
- *Get his medicine, so he can begin to heal, please.*

• • • • •

John—As I stated, the dr. gave me samples of the meds he can start right away. ***I am only going to take the script to Malreds Pharmacy*** *so u can have meds at your place also so he doesn't have to take them back and forth. The other meds can only be started when we have the results of the tests we will do Saturday. I would welcome you reimbursing me for the previous money I have already spent on the children's medical needs.*

• • • • •

Veeby:

- *DO NOT SUBMIT THE MEDICINE SCRIPTS that Dr. One has given you. I have called the insurance company and Dr. One's office.*
- *I will come by to pick up the two pieces of paper/RX scripts the doctor wrote [that need to be filled by a pharmacy]. The information regarding any Over The Counter medicines does not need to be returned. I will drop by this evening after Mark is back from school, so he can bring these out to my car.*
- *Going forward, Dr. One will be generating TWO separate RX scripts for any medicines Mark needs, simply dividing the medicine in half. You may purchase/fill all medicines Mark needs for your place. I will separately purchase/fill all medicines Mark needs for my place. This takes care of Mark's total medicinal needs and easily provides for the equal/fair distribution of the involved costs.*
- *Any OTC medicines, you may provide for your place and I will provide at my place. This will alleviate any need to have medicines going back and forth between our two places…or requiring Mark to have to worry about transporting his medicines in his backpack. This will keep Mark out of the middle.*
- *This work flow will allow you to be responsible for half of any future medicinal needs Mark may have. Much easier than us trying to figure out who will pay for what, or try to reimburse, or hope to be reimbursed by the other.*
- *I've checked the Pharmacy coverage on the insurance plan. Each year there will be an $500 out-of-pocket deductible before they'll cover any medicines. This translates into $250 from each of us each year for any meds needed by our kids before the insurance will take on a bigger portion.*
- *I will pick up the two scripts from you, take them back to Dr. One's office on Monday and have them write two new scripts. Half of Mark's needed meds for you to fill and half for me to fill. I will place the two new scripts in your mail box outside your place on Monday after I've gotten them.*
- *Dr. One's office confirmed that they've given you enough samples to last Mark through this weekend.*

• • • • •

John—Why don't you use all this energy and fervor you have to save money and divide things "fairly" and apply it to getting Comparable and Reasonable health coverage for Mark. With all your zeal for finding the ***cheapest*** *place that could do Mark's procedure, you proved that you can make things happen when it serves your interests.*

Do the right thing *and provide adequate coverage and we won't need to be nickel-and-diming Noelle or Mark's health care.* ***Shame on you for neglecting their health needs*** *in the first place by downgrading their health insurance coverage.*

GET NOELLE AND MARK COMPARABLE COVERAGE SO THAT YOU ARE NOT IN BREECH OF CONTRACT. This shouldn't even be something I need to enforce through court action! But I will if I have to.

If you want to spend your time making the Dr. fill out two prescriptions, so be it. But Mark still needs an x-ray procedure done, I've just dropped off lab work, and he needs another test from Dr. Two today before he can even start his medicines. Unless you think this is going to be easy, this is a CHRONIC condition that can only be ***managed*** *through regimented administration of meds so he doesn't end up in the HOSPITAL!*

• • • • •

Veeby—These current email exchanges are going nowhere…you don't hear me…a long standing issue. In fact, this very communicating without hearing the other person was identified and dealt with by the Judge in our Final Motion. He suggested you and I use Bonnie as mediator/parental coordinator…a trained professional to help intervene when this type of situation arises. Indeed, you recently began cc-ing her. I believe it prudent to use her in the court's appointed capacity, since all this communication is only cycling viciously. Threats of additional court are premature, given we have not yet sat down together as Co-Parents to address your concerns.

As a matter of fact, you are mistaken to even threaten further court action without first going through Bonnie. You should reread the Final Judgment. I've verified this information and have also spoken directly with Bonnie. Until you sit down at a table with Bonnie and myself, you have no other options.

It will cost each of us $50 to have a joint session with Bonnie. ***I am even willing to pay your $50 this one time!*** *Call Bonnie to set up an appointment.*

I no longer wish to interact with you directly—a sad statement. Therefore, it is worth the money to use Bonnie's services. Further communication as it pertains to raising our children should be addressed through Bonnie. She is the resource provided to us by the court system. I will use her to communicate with you from now on. As a courtesy, I'm sending along de-

tailed health insurance policy information I've already provided to Bonnie [attached previous letter written to Bonnie.].

***BOTTOM LINE:** The health insurance I am currently providing is **better** than what we had when married. **A verifiable fact**.*

1. *There's no option to upgrade the health insurance policy, since Mark has now been diagnosed…[I had already checked on this, prior to your email]. We were blessed that our family maintained good health overall through the years. Mark's diagnosis is the first time any of us has needed to depend on our health insurance.*
2. *Mark only had his first follow-up with Dr. One **yesterday**. We are at the beginning of a process to figure out what triggers there might be and which medicines to begin to try. Going forward, these will simply be things to explore and figure out what works best for Mark. There is no one way that works for everyone. How the disease manifests itself within Mark is currently an unknown. This will be a learning process for all three of us. It would be nice to be on the same page…sharing what we know and learn.*
3. *Your words to "Stop shirking [my] responsibility" are laughable:*
   I am currently providing for ALL our children:
   - Health insurance;
   - Dental insurance;
   - Car insurance; and
   - Cell phone service.
   *I still continue to provide…even after having gone through personal bankruptcy due to all of your actions—i.e., **needless** elongation of the divorce process.*
   Given that within the Final Judgment, you owe me $15,000+ for your "vexatious" litigation.
4. ***For The Record:** Due to your "vexatious" behaviors throughout this ordeal, I have now gone through personal bankruptcy, and am no longer in a position to pay for your portion. I am not as financially sound as you seem to think. My trying to secure a lower amount for Mark's procedure was to help **both** of us.*
   [i.e., Same service, same doctor, less money = good idea.]
5. *Thankfully, I was able to obtain **better** medical insurance back in 2008. Now that Mark has been diagnosed, this WILL be his insurance plan going forward.*
6. *Going forward: I will pay 1/2 of these medical bills once I'm provided with a receipt, per our MSA. Our previous email exchanges regarding monies you feel you are due have already been dealt with. You may subtract the money you feel you are owed from the $15,000+ you still owe me.*

• • • • •

So, before driving over after rehearsals on Sunday morning, I sent Veeby a reminder text:

Veeby—Reminder: I will swing by after work to pick up the two RX scripts to return to Dr. One tomorrow…per last Friday's email. Please let Mark bring out so I can see him.

After three hours without any response, I inadvertently began another round of texting ping pong:

Veeby—I need to pick up the scripts...is Mark awake?

• • • • •

John—There is no need to pick up the scripts I have.
Go ahead and fill whatever scripts you have.
Mark needs to take his medicines daily now.

• • • • •

Veeby—Doctor asked for THOSE scripts back...Dr. One cannot issue new scripts [giving half for each of us] until he gets THOSE SCRIPTS back tomorrow. I have already set this up with his office. If you are at your place, I need to come by NOW and simply pick up.

• • • • •

John—Scripts have gone to pharmacy so Mark could start medicines today. I need to speak to Dr. One tomorrow regarding. Mark is having a lot more side effects. Don't know if Dr. will continue him on it anyway. ***You are welcome to come by and get half the medicine so he'll have at your place.***

• • • • •

I later learned that SHE SUBMITTED AND FILLED THE SCRIPTS! Even though I'd reminded her NOT to hours before *and* she supposedly had enough samples from the doctor to get through the weekend. She did exactly what I asked her not to do. I'd asked her twice on the Friday before…via text and email…to NOT submit the scripts and explained in great detail. Not only did she submit the scripts to the pharmacy, but she did NOT submit them to Malreds Pharmacy…which she stated twice before that's where she would fulfill the scripts. I had to call around to several pharmacies until I eventually found *where* she'd taken the scripts…our local Pryvates Pharmacy. She had to pass a Malreds and RXS Pharmacy to get to Pryvates…it was SO much further away…WHY?

Veeby took the scripts into the pharmacy an hour after I sent her my first reminder text on Sunday morning…and then picked up just the cheapest medicine, leaving the more expensive medicine. I be-

lieve her submitting the script was under the rouse of *"I'm just trying to take care of Mark"* but it was more likely included a pinch of *"you're not going to tell ME what to do"* with a dash of *"just do things MY way"* thrown in for flavor.

Weeks later, she would write:

> *John—Dr. One has set up Mark's next appointment in four weeks from today to see how he is reacting to the medicine. If his condition isn't better by then he will start on a new medicine. Dr. One gave me two scripts. You can decide how/when you want to pick yours up. The pharmacy only gives out 30 pills at a time. It costs $100 and will last 10 days.*
>
> ***You can choose to reimburse me for half or pay for the next $100 refill.*** *You need to call the insurance pharmacy benefits manager and set up Mark's profile. They can help with prescription savings.*

I believed setting up a prescription savings plan was a good idea, but premature at that point. Mark's medicines were still being figured out and changing often. The prescription savings plan option was for buying a continuously needed medicine in bulk, which might be good at some point down the road. However, the Veeby suggestion to save money using that plan somehow wasn't considered being CHEAP? I found myself again confused by the ever changing rules.

I complied as promised and paid Veeby 1/2 of the medicine expense immediately—i.e., *"I will always provide a reimbursement check for half the amount of any additional medical expenses.in your mailbox within 24 hours."* I mailed the reimbursement check the same day I received her email, so she would receive it in her mailbox the following day—Saturday. Of course, as fate would have it, she didn't pick up her mail on that particular Saturday…which led to all sorts of confusion.

> *John—Dr. One's office called me and left a message saying they want Mark to continue on a new round of the antibiotic he's already on. They called in the prescription. You can pick up this new antibiotic prescription and Mark's normal medicine prescription so he will have them at your house tomorrow.*

The confusion continued. Again, no conversations were taking place, only emails back and forth. I simply tried to follow through with what I said I would do. As I spoke with Mark during the day, I reminded him he should bring his meds with him, but Veeby had told him the meds would stay with her and dad could buy what he needed. WHAT? I had JUST reimbursed her for my portion of the two medicines the day before…remember her ***"You can choose to reimburse me for half…."*** Yet, she picked up the entire script.

I didn't have any scripts to fill…she was controlling the meds. I texted her…

> *Veeby—Send pills with Mark tomorrow...they are HIS meds and I have reimbursed half the expense already. The check was in your mailbox within 24 hours, just like I said I would do. YOU control his meds, I will reimburse 1/2 per my previous emails.*

…and never received a reply back. Since I had no problem talking directly to Ms. Kryptonite, I called her…and *of course*, it went to her voice mail. I left her a—s l o w l y s p o k e n m e s s a g e—that I'd already paid for half the meds, and please just simply send them with Mark. Within minutes, she emailed a reply: *[she wouldn't talk with me, but would check her voicemail…and then send me an email?]*

> *John—You never communicated what you wanted to do, whether you would reimburse or pay for the next refill. I checked my mail tonight [Sunday] after your phone message. I did not know the check was in the mailbox. I am not controlling Mark's meds. As I stated earlier, you can pick up Mark's prescriptions directly at the pharmacy. You have already harassed the pharmacist so you know where the meds are being filled. It is much easier for you to just pick up the refills you need to keep at your place and I'll do the same for my place. Isn't that what you wanted?*
>
> *Stop the drama John and get over yourself.*
>
> • • • • •
>
> *Veeby—Since I have already paid for THIS HALF...again, per the email I previously sent you...SEND THE MEDS WITH MARK.*
>
> *This would be REALLY MUCH EASIER if we could have just ONE CIVIL CONVERSATION to deal with how to pay for all the upcoming meds. CALL ME.*

Of course, she never called, texted or emailed. Yes, absolutely YES…my *original idea* to avoid this exact confusion was to simply split any needed medications via two scripts. That seemed like a good initial idea—she could pay for her half and I could pay for my half. No confusion. I spoke with the Doctor and he was agreeable…he actually wrote two scripts…nice guy. However, what I came to learn was that the insurance company didn't function the same way. THEY controlled the meds through the pharmacies. I quickly discovered that when Veeby would get *her* prescriptions filled for Mark's medicines, the insurance would subsidize that purchase…and it would only cost her the $10 co-payment for most medicines. However, when I would go to the pharmacy to fill *my* half of the script, the insurance wouldn't approve it, so I had to pay the full price. So, there

I was paying for the monthly health insurance premiums, but Veeby was then enjoying the prescription plan benefits to my exclusion. **THAT's why it became a big deal**. With no communication between Veeby and I, we weren't able to figure out the system for quite awhile. Eventually, I figured out the two script thing *wouldn't* work for us. We needed Mark to have HIS meds, that he simply took back and forth with him, wherever he happened to be.

At that particular moment, all I knew was I'd just given her a check…which she quickly cashed…but then refused to let Mark take "her" meds to "my" place. In my mind, I'd just bought half of the medicines, but she must have thought something else. Weeks earlier, Veeby was more than willing to let me have half "her" meds—i.e., *"You are welcome to come by and get half the medicine so he'll have at your place."* It was frustrating beyond belief…trying to Co-Parent with someone who wouldn't talk to me…laced with inconsistent behaviors. Even though we NEEDED to figure it out…for Mark…she just wouldn't help figure things out with a phone call.

In my previous emails, I clearly described reimbursing her my half of the expense for non-covered meds when she sent me receipts. That's exactly what I did…how is that *not* communicating?

> *"…Do not wait four days before supplying Mark with this needed medication. Go fill the prescription tomorrow. Pay the entire amount. Email me a copy of the receipt and I will have a reimbursement check for half the amount in your mailbox within 24 hours. Promise."*

And…

> *"…As you continue to oversee his medical appointments and medications, I will always provide a reimbursement check for half the amount of any additional medical expenses in your mailbox within 24 hours."*

And…

> *"...Going forward: I will pay 1/2 of these medical bills once I'm provided with a receipt, per our MSA…."*

By the end of Sunday evening, I was terribly upset. I was facing Mark's return to my place after school on Monday and having no medicines for him and no scripts to submit to a pharmacy. Veeby *had* the meds, but wouldn't share. I was flying blind. My son needed medicine and mommy wouldn't release her stash—even though she'd received payment from me just like she wanted—i.e., ***"You can choose to reimburse me for half or pay for the next $100 refill."***

I'd chosen to reimburse her my half, but since she wouldn't speak with me, I only *later* came to understand her *real preference* was that she pay one time and I pay the next time. Sure wish she would have put on her big girl pants and spoken with me on the phone to explain her preference. It would have saved so much frustration on both sides. A *Life Lesson* came into focus: *When trying to talk or reason with someone who thinks they are ALWAYS RIGHT, the difficulties encountered will be innumerable.*

• • • • •

Monday morning rolled around and I texted Mark at school to see if he'd brought his meds with him in his backpack? Of course not! I wrote a long letter to Bonnie—emailed and faxed that. I tried to reach Bonnie by phone, left messages but we never connected. I called Carol's office and spoke with Kelley, asking her what my options were? I called the local police to ask them…what can I do? I'd already paid for the pills and Veeby had them but would not share for the kid to take. The dispatcher suggested talking with Veeby directly, but have an officer there to bear witness that no one was hurt, etc. That sounded reasonable to me, so that's what I did.

I drove over to Veeby's place and called the police for a *"Stand By."* Two police cars rolled up and I told the officers the story: *[I'd paid for half the meds…Veeby had purchased 30 pills and I needed my 15 pills for Mark to take after school.]* They elected to talk with her themselves, so I hung back at my car…several houses away. Veeby was not there, but the officers spoke with her sister, who then called Veeby, who then told the officers, *"John has all the pills he needs…it's an outstanding issue that hasn't been resolved yet."* The police came back empty-handed…and I drove away a little sadder knowing Veeby would rather play games with her son's medicines than simply do the right thing and give her son the medicine he needed. She would rather use Mark to try to be even more vexatious. The police report confirms:

POLICE REPORT

Complainant on west side of street…2 houses down
He needs to make contact with ex-wife pertaining to child's medication
Ex-husband request police to make contact with ex-wife in reference to their child's medication. The ex-wife was not home but advised via cell phone that the

ex-husband has all of the medication and she will not give him anymore. The ex-husband left the scene.

By that time, it was 1:15 in the afternoon…and I began teaching at 2:30…and then worked into the later evening hours. What to do? I had no medicines for Mark! Then, I had an idea! I headed to Pryvates pharmacy and planned to buy just six (6) pills, which would carry us over until Mark left on Wednesday back to mom's. It would be more expensive for me, but at least Mark would get his meds… GREAT! Upon arrival, I spoke with the pharmacist *[was that also considered harassment?]*…of course, they didn't have any of those pills left in stock *[Veeby had purchased their last 30 pills]*…but they could order more that would arrive the very next day…CRAP.

Okay, by then it was 1:30. While I was driving back home, I called Dr. One's office to explain I had no medicine for Mark. They said they still had some samples left and I could go pick them up.

BIG OLD U-TURN…and headed towards the doctor's office. Arrived, finally met the nurse and receptionist I'd been speaking with on the phone for the last several weeks, saw the doctor, got copies of some instructions and another handwritten script, picked up several sample packs of pills Mark needed…whew! I *flew* back home…*[all right, drove really fast]*. Arrived back home at 2:20, took a quick shower and was seated and teaching by 2:30 pm sharp. SUPER DAD!!

During the lesson, I heard an auditory alert from my email program. I later read the email Veeby sent me at 2:52 pm…again, cc-ing Bonnie:

> *John—Sending the police to the house under the pretense that you picked up Mark at school and he did not have his meds and I was keeping his meds from him is insane even for you, John. Are you that irresponsible that now you lie to the police in order to get your way? Mark is in school and you know you never picked him up. There is a record that shows that John, or are you so full of* ***hubris*** *that you think others won't know you lied?*
>
> *If you are that worried about the meds, you can go buy Mark's meds at the pharmacy like I already wrote. Stop bothering me with your antics, because if you keep this up I will drag you before the judge to prove you are unstable and incapable of caring for Mark. Get a life!*

Such grace and poetry flowed forth from her fingers. Actually, I had no idea what she was ranting about my having taken Mark out of school? I never stated that to the officers.

Remember that game where everyone stands in a circle, and one person whispers a "secret" to the next person and they pass the secret around the circle one to another? It's always interesting to hear how the "secret" changes by the time it comes back around. That seemed to be exactly what happened with Veeby and the police trying to get Mark's meds.

Again, here's how things *actually* played out: I called and asked the police what I could do to retrieve half of Mark's meds that I'd paid for. The police suggested I do a *"Stand By"* when I went to talk with Veeby and request 1/2 of the pills…so they could bear witness that no one got hit or hurt in anyway. Sounded good in theory. So, I rolled up several houses down from hers, called for the police units, etc. When I explained the story, they asked me if Veeby would "freak out" if I showed up at her doorstep. I said, *"Probably."* So, the cops said they'd just go talk to her by themselves. I just hung out by my car. I couldn't hear their conversation. Veeby was not there, so they talked with Veeby's sister, who called Veeby, who denied any wrongdoing, etc. So I told cops, they told sister, the sister told Veeby.

The next thing I know, Veeby's email stated:

1. I went to Mark's school;
2. I accused her of keeping his meds from him;
3. I'm irresponsible and lying to the police;
4. I've got ***"hubris"*** *[who knew?];*
5. I can go buy my own darn meds, like she's already told me;
6. I'm bothering her with my antics;
7. She's gonna *"drag me before the judge;"* and
8. Prove that I'm *"unstable"* and *"incapable"* of caring for Mark;

Oh, and…

9. I'm supposed to purchase a life…somewhere.

WHEW!

Actually:

1. *I went to Mark's school;*

   I never went to his school. I simply texted Mark *at* school to see if he'd brought his meds.

2. *I accused her of keeping his meds from him;*
   I did not express it that way at all to the police. How they spoke to sister, I don't know. What sister understood the police said and then told Veeby…who knows.
3. *I'm irresponsible and lying to the police;*
   Silly on both counts. She just likes to throw out vicious words, meant to shame and manipulate. It don't work no more.
4. *I've got* ***"hubris"*** *[who knew?];*
   I've expanded my vocabulary so much throughout the whole *Game of Divorce* ordeal.
5. *I can go buy my own darn meds, like she's already told me;*
   I tried to set this up and coordinate it, but she just did things her way. She'll take my reimbursement money, but not share Mark's meds, thank you very much. Veeby just wants me to pay even more for the meds.
6. *I'm bothering her with my antics;*
   I'm still breathing, so *of course* I'm a bother to her. Everything is projection. Her perspective = it's all MY fault.
7. *She's gonna "drag me before the judge";*
   Heard her threats before…it no longer strikes terror.
   In fact, **bring it.**
8. *Prove that I'm "unstable" and "incapable" of caring for Mark;*
   Her continued efforts to deprive me from seeing our children. Boy, was SHE surprised that she wasn't made Primary Custodial Parent, and that everything was split 50/50! She thought she'd be in CONTROL of everything…the kids, the house…everything. And I'd have to PAY for everything. Rude shock for her, I'm sure.
9. *I'm supposed to purchase a life…somewhere;*
   Who writes stuff like this? We simply needed Co-Parent communications. Each time I reach out to her, she re-framed the interaction that I was "harassing" her.

TRUTH IS USUALLY STRANGER THAN FICTION.

Later that evening after my teaching, Mark and I sat down to talk. I told him the whole of everything—the entire bloody mess—the

lack of communication and coordination. He expressed how mom didn't have the money to buy the meds. I informed him that actually, she'd already bought all the medicines and I'd already reimbursed her my half. Mark expressed that she was thinking I was just helping her out, since she didn't have the money…whatever. He didn't know.

Mark and I then walked over to Malreds Pharmacy—literally just around the corner—to get one of the scripts the doctor had rewritten and faxed over. Of course, *they* didn't have those pills. They would order and have the following day. So, Mark did not get his pills that day. He was able to take the other sample medicine the doctor had been nice enough to give us. Of course, mom had the rest of the medicines at her place, but she was not sharing.

The ***Mother of the Year Award*** goes to….

• • • • •

The following day, we waited for Malreds Pharmacy to call saying Mark's pills and other prescriptions were ready for pick up. When they finally called, they told us both scripts had been *blocked* by the health insurance.

Wait…WHAT? Again, my insurance wouldn't allow the reduced price for the medications, since Veeby had already recently filled two similar scripts…AAAUUUGGHHH! So, Veeby got the reduced price on the meds—through the insurance that I was paying for—and I would have to pay full price for each pill…it was infuriating! The pills Mark needed were $10 each. I told the pharmacist I'd buy two pills—which would cover Mark until he went back to mom's place. Pharmacist said, "Nope, we don't have them in stock…nor any generic equivalent…nor any of their other stores in the area." Really…**Dub Ya Tee Eff**? I just couldn't conquer that PILL dragon.

By then, it was 10 pm…on a school night. I called Veeby's cell, and of course it went to voice mail. I left a message that Mark and I were headed towards her place so he could pick up the medicines we couldn't get from the pharmacy. Of course, Veeby immediately listened to her voicemail…and **called Mark**…as we drove towards her place, she picked Marks brain as to what all was going on. He tried to explain…as best he could as a 13-year-old child. I seriously scratched my head with that one. What type of person acts in this

way—playing games and observing absolutely no Co-Parenting? Talk about placing Mark in the middle!

When we arrived at Veeby's place, Mark bounced inside and returned with two pills in a baggie…Voilà!

[Good girl, Veeby…now, see how easy that was? Good girl.]

If you take the money for the medications, you need to share the pills…for our son.

• • • • •

On a lighter note, Bonnie called me earlier that same day. She had received all the cc'd emails between us and admitted it sounded like we were *"having a hard time"*…and asked why had we not set an appointment to come see her? I informed Bonnie that Veeby refused to come in…stating that we had no Parenting Issues! *[Ha, ha, ha, ha, ha, ha, ha….]* Veeby wrote:

> *John—Nice try, but you don't get to* ***confabulate*** *the issues.*
> *The only issue here is getting Mark the best medical insurance*
> *to meet his current and future health needs.*
> *I've also "verified" this issue and this is* ***not a parenting issue****.*
> *You are the one mistaken, the paragraph you refer to states*
> *"Bonnie is not specifically designated as a Parenting Coordinator."*
> *There is nothing preventing me from enforcing the MSA in court.*

Actually, the entire paragraph within the Final Judgment read: **"John's Motion for Clarification and More Definitive Parenting Plan and John's Motion for Parenting Coordinator are GRANTED in part. The Parenting Plan establishes a time-sharing schedule. Parenting issues will be worked on through Bonnie…. She is not specifically designated as a Parenting Coordinator."**

Bonnie encouraged me to write Veeby yet another letter…and if Veeby would not go see Bonnie, then file a Motion for Contempt with the Court. Pondering after Bonnie and I hung up, I was pretty sure writing Veeby another email…would somehow be reframed as harassment.

What I really wanted was to hire Bonnie as our Parental Coordinator—mediator—go-between—someone—ANYONE, to help get the crazy situation under control.

97

Con-fa-bu-la-tion

"John—Nice try, but you don't get to confabulate the issues."

Confabulation…that word fit really well as a replacement lyric for Carly Simon's 1971 tune, *Anticipation* [An-ti-ci-pa-tion]. For many blissful days after receiving Veeby's email, I went around singing…

Con-fa-bu-la-tion, Con-fa-bu-la-tion
She's making me late
She's keeping me waiting…

I toggled back and forth between that song and…

The hills are alive, with Con-fa-bu-la-tion [aah, aah, aah, ahh]

Although I must admit, I had to look up the $25 word Veeby used:

Confabulation: *To fabricate imaginary experiences as compensation for loss of memory*. In other words, a confabulation was a fantasy that unconsciously emerged as a factual account in memory.

However, I thought the likelihood that Veeby "projected" was much more plausible.

I knew Veeby's operational premise:

- IF **I** was trying to think, I was obviously not capable of doing that correctly;
- IF **I** tried to *"use my words"* to express myself, I obviously wouldn't choose the CORRECT words—i.e., I should have chosen DIFFERENT words *[hers]* and said it in a DIFFERENT WAY *[hers];*
- IF **I** thought I was thinking, I was NOT. I **was** "*male"* for goodness sakes.
- IF **I** wrote out my perspective or experience…indeed, my TRUTH…**I**, of course, would be "confabulating" the issues.

I suddenly felt really Happy…and Thriving…and finally at Peace. It came into focus…just how wrong I had been for so many years within the marriage. I'd held the belief that I had a right to my own thoughts, feelings and truths. Whew…glad that mistaken belief was cleared up! It was finally obvious…the only truth that mattered was hers…mine and any others were simply WRONG by definition.

Basically, if it wasn't HER version of "the truth," it was WRONG. It really made sense when I stopped and thought about it. I'd simply been *wrong all the time*…and never knew it. I was trying to THINK and have my own opinions, and I simply should have just continued to defer forever to HER version of the TRUTH. Silly me…what was I thinking?

Once "the truth" was retold to me…that I'd been Confabulating all those years…it would be smooth sailing through the rest of the *Game of Divorce*….NOT.

My dealings back and forth with Veeby had left me absolutely at wits end, so I wrote Bonnie. I recounted how Veeby and I were in crisis, weren't able to actually hear one another in order to Co-Parent effectively…and we basically needed to hire Bonnie as our Parental Coordinator. Especially since Mark's diagnosis as a Sick Puppy. Bonnie suggested I file a motion for contempt against Veeby…saying that the Judge would throw her out of court for not having tried to mediate our "parenting issues" through Bonnie, per the Final Judgment. I didn't want to accuse Veeby of contempt…but, the seed had been planted.

Standing in the purifying fire of *my truth*, Veeby was the one who constantly tried to change and direct the narrative. I simply learned the knee jerk reactive dance steps which enabled our relationship to hobble along for so many years. I *did* love Veeby…very much. In more lucid times, both she and I acknowledged we'd hurt each other—but Veeby then began lashing out in anger. I eventually understood I would always *choose* to love her, but from a safer distance.

Even Superman kept his distance from Kryptonite.

98

Non-Covered Medical Expenses

As a player within the *Game of Divorce*, Veeby's honoring and/or not honoring the agreements contained within our MSA became a huge issue. Prior to Mark's determination as a Sick Puppy, Veeby clearly understood the "non-covered medical expenses" clause within our MSA—and requested her 50% reimbursement for various expenses several times. Yet, once Sick Puppy expenses began to accumulate, Veeby purposefully forgot the financial division and seemingly expected me to carry the entire weight.

Veeby remained snarky within her reimbursement requests:

> *Hello John—Attached is the latest bill from Noelle's pediatrician. You owe $250—i.e., $125 that is still outstanding from Noelle's bill on [date] which I emailed you back in April and $125 from this outstanding invoice. Since I know you are* ***so very concerned about Noelle's health****, as you've stated many times in your extensive emails to me, I know you will gladly pay your 50% to insure Noelle continues to have access to her pediatrician. Have a wonderful day.*

While Veeby mocked me, I tried to remain nice—still hopeful to model civil behavior she could replicate:

> *Veeby—Nice to hear from you and thank you for the reminder about the outstanding pediatrician amounts. When I let you know that Mark had his teeth cleaned and x-rays taken, I forgot to include the associated costs, half of which would be your responsibility = $75. So, the amount you've listed for Noelle, less the amount I've listed for Mark, leaves a balance of $175. Please go ahead and pay this amount to the pediatrician on my behalf, then subtract that from the amounts you are court ordered to reimburse me for the HELOC and the GAL fees.*

And…

> *Veeby—Just back from the orthodontist with Mark. The office manager mentioned that Noelle needs to come in for a follow-up appointment to check on her retainer and general stuff. Please make an appointment to take Noelle in. There is a fee for the appointment, which I told them I would pay next time I go in with Mark. It will not cost you anything other than your time to drive Noelle over.*

I quickly realized just how crazy keeping up with all the non-covered medical expenses and accompanying receipts would become, so

I created a spreadsheet. As I reimbursed Veeby, I always kept Bonnie in the loop. Veeby was good about pointing out the money she felt I owed her, but was not as good about hitting the reply button to my requests and communications. So, I wrote Veeby and cc'd Bonnie:

> *Veeby—I've spoken with Bonnie. She has reviewed our Final Judgment and has confirmed that our inability to communicate effectively IS indeed a Parental Issue and that we both need to come in and speak with her. Bonnie said it is in Mark's best interest to meet with her. I have previously offered to pay for our initial meeting with her. You declined by indicating it was NOT a Parental Issue.* ***If you do not contact Bonnie by the end of this week to set up an appointment to resolve our issues, I will file a Motion for Contempt…promise.***

• • • • •

Of course, Veeby continued to try and wiggle out of paying any of her outstanding non-covered medical expenses—fact. One example—of the many to choose from: After I secured a lower rate at a Hospital 2 for Mark's exploratory procedure, and upon receiving their bill for her portion, Veeby actually called the hospital and told them to contact and/or bill me for any remaining balance. I had *already paid* my portion prior to Mark's procedure. I simply couldn't believe she'd done that, so I wrote her:

> *Veeby—Hospital 2 called to inform me that you called them on [date] to change your billing address to mine…and that you also tried to have them call me instead of calling you [you gave them MY cell number]…all regarding future invoices for the balance of $850 you owe them for Mark's exploratory procedure on [date]. This is now documented within their medical records.*
>
> *Remember, I moved Mark's procedure to their facility in order to save us both some money—i.e., same doctor, same procedure, but less cost. I have already paid them my half of the allowed amount…I paid them $850…the exact same amount YOU now owe them.*
>
> *Your actions verifiably demonstrate your Contempt of the MSA which was adopted and approved within our Final Judgment. This will be brought to the Court's attention if you do not take care of this matter. You may not be able to pay their invoice in full, but you need to make arrangements with them directly for your portion. I am not able to pay your obligation.*
>
> *Also, be thankful that the health insurance I am providing for our children allowed us to* ***significantly*** *discount Mark's procedure. Hospital 2 billed more than $23,000 for his procedure! We only had to pay their "allowable" amount.*

You will also need to pay for your portion of Dr. One's services, plus the Pathologist and Anesthesiologist…[future invoices]. I will pay my half, and you will need to pay your portion directly to the providers.

Going forward, I expect to be reimbursed for the non-covered medical expenses for our children as you've previously agreed to within the MSA. I have sent you multiple receipts.

***Clearly Understand**: I will not tolerate immature games like changing addresses and phone numbers in order to avoid your financial obligations for our children. My health insurance company will not continue to provide insurance if the bills are not paid.*

As I paid my portion to each medical provider, I would scan and email Veeby a copy of all receipts. However, after Veeby's "move" to try and change financial responsibility and billing addresses to me, I created and sent the following "form letter" with every non-covered medical expense I paid directly to the providers:

TO WHOM IT MAY CONCERN:

Please find enclosed a payment towards the outstanding balance. My ex-wife will be forwarding her payment to you directly, per our Mediated Settlement Agreement.

Any future invoices may be sent to her address:

[listed her contact information]

• • • • •

Of course, there was also the matter of medical expenses for Noelle, who had recently turned 18…the magical *"age of majority."* That is, the legal age established under state law at which an individual is no longer a "minor" and as a young adult, has the right and responsibility to make certain legal choices that adults make. Usually marked by the ending of required Child Support payments…yeah! However, I had agreed early on through our MSA to *not* reduce my Child Support until Mark graduated from high school—i.e., no downward modification. At that time, I was trying to be a nice guy. If I'd only known how mean-spirited and spiteful my ex-wife would become—and how she worked so hard to earn her new designation as a Vexatious B*tch—I would not have been so generous.

So, I wasn't expecting a reduction in Child Support when Noelle turned 18.

Actually, within state statutes and legal code words, Noelle was still a *"dependent in fact"*—meaning she'd turned 18 during her senior year in high school, but was still living with mom for the rest of her high school experience—until she left for college the following Fall.

However, during the time Noelle was still a "minor" by age, Veeby had not yet paid her portion for several of Noelle's non-covered medical expenses, so those were outstanding. Yet, the moment Noelle turned 18, Veeby began expecting ME to pay the entirety of any medical bills Noelle incurred. No longer 1/2, but the ALL of it. Now, this didn't make logical sense to me, so again, I wrote her:

> *Veeby—Even though Noelle has now turned 18, she has not yet graduated from high school, is still living in your house and still under your care. It makes sense to continue to divide any of her medical expenses between us, per the MSA. I believe this is the responsible action to take regarding Noelle's health care. As such, when you took Noelle in for an orthodontic appointment a few days after her 18th birthday, you did not pay anything to the doctor for that service, leaving an outstanding balance of $35. The orthodontist office asked me to pay this bill, which I did.*

Noelle was "our" daughter, and as such I believed we should continue to provide and take care of her. Her time as a "pseudo-adult" would be extended through her college years, so I felt she should remain under our wings. She wasn't financially able to pay rent or bills, let alone medical bills. Her job was to finish high school and do well. I believed mom and dad should continue to cover her expenses.

I really tried to "play nice" with Veeby after her decision to end us. However, as I began to keep a running spreadsheet of our non-covered medical expenses, Veeby rarely sent me receipts—seemingly not wanting to share, nor expecting reimbursement. I continued to represent myself as honorably as possible, so I emailed her an expense accounting, with the spreadsheets:

> *Veeby—I have input all the Non-Covered Medical Expense receipts you have sent me as of [date], and will be mailing you several hard copy views of that spreadsheet.*
>
> *Page 1—shows actual costs you and I have paid on behalf of Noelle and Mark. Half of total costs need to be reimbursed to the other party, and that outstanding HALF amount is shown at the bottom. Please note the difference between what you owe me and what I owe you is within $60 of each other,* ***so I am just going to forgive that amount so we can be square as of today,*** *[date].*
>
> *Simpler…Easier…Reasonable.*

Page 2—shows the adjusted spreadsheet, each amount being divided between us with a zero balance as of today. However, there are some outstanding amounts [from Final Judgment].

Page 3—shows outstanding amounts you still owe to various Providers and outstanding invoices yet received.

GOING FORWARD:

1. *Please submit any Non-Covered Medical Expense reimbursement receipts* ***monthly****. It's easier to stay on top of this, please.*
2. *In order to continue health insurance coverage for our children, you need to pay any outstanding amounts directly to the Providers, per the MSA. I am not able to pay your portion.*
3. *Since BOTH of us live closer to a Malreds Pharmacy than a Pryvates Pharmacy, I moved both Rx-1 and Rx-2 prescriptions over to Malreds Pharmacy.*
   - You were passing a Malreds Pharmacy on your way to Pryvates.
   - I live next door to a Malreds Pharmacy.
   - Mark's other medications are at Malreds Pharmacy.
   - Any other prescriptions of Mark's I'm not aware of, may be transferred to Malreds Pharmacy, and you can get a discount coupon card.
   - When you elect to pick up his prescription(s), refill online and simply select the store closer to you for that particular pick up.

• • • • •

I remember a scene from one of the Harry Potter movies in which a Hogwarts student received a *"Howler"*—when the owls came flying through the Great Hall delivering mail. If you don't remember, the following description from *HarryPotter.wikia.com* will help clarify:

> "*A Howler is a magical letter in a red envelope which enchants the written message into the writer's voice, usually at a very high volume. The physical temperature of the Howler begins to rapidly increase upon delivery, and it will explode if left unopened for too long. This mechanism ensures that the recipient will open the Howler, even though he or she knows that it contains an unpleasantly loud message. Once the message has been received, the envelope bursts into flames, leaving only ashes. The purpose of the Howler is to deliver a message expressing anger or great displeasure in a manner which standard writing cannot adequately convey. As such, a Howler will convey the displeasure of its author/sender even if left unopened, for it will shower the recipient with insults and cursing upon exploding.*"

When Veeby's email reply hit my computer screen, I swear it was cursed with the magical powers of a Howler:

> *John—You do not have the* ***right*** *to change things in my life without as much as asking me just because you want to.*
>
> ***I am Mark's mother*** *and unfortunately have to deal with* ***you*** *until he is of age, but do not get confused thinking that means you run my life. You don't get to make decisions for me anymore. I submitted the scripts to Pryvates Pharmacy and that is where I want to pick up my prescriptions for Mark's medicines. Since you have no problems contacting Dr. One, you can contact him for a script for the Rx-1 that you can submit wherever you want, if that is the problem.*
>
> ***Sorry to disappoint your anal retentive control issues****, but I will* ***not*** *be submitting monthly reimbursements to you. I don't have time to fiddle with spreadsheets and silly back and forth scans of receipts like you do. I will pay for the Rx-1 meds when Mark needs it, then you can pay for the next set. Since this is the most expensive meds Mark needs to take for now, costing $100 for ten days, it is the only one that needs to be split. Stop being so anal about wanting me to pay 1/2 of a copay! How ridiculous is that! It all gets washed out eventually anyways as you yourself figured out when you did your impressive spreadsheet! And since you got Dr. One to sign the school form Mark needs…, then* ***you should be able to relax your sphincter now****.*

I wasn't quite sure, but I thought Veeby might be upset.

99

Defiantly Tried to Change Schools

With complete disregard for our MSA—and complete lack of communication or coordination with me, the Co-Parent—Veeby took it upon herself to apply for Mark to attend one of the "Magnet" programs at a different school location within our School District. That would have entailed his attending a school further away and closer to the bigger city near us.

While Veeby's heart might have been in the right place, *[trying to be gracious, here]*, the fact that she didn't communicate her desire to explore that possibility for our son, or communicate that she'd already filled out and submitted all the application paperwork is a testament to her delusional thought process that she was still LARGE and IN CHARGE.

Seriously—moving Mark to a different school would impact *my* life and transportation of Mark. The simple consideration of changing schools should have required a discussion with the other parent at a minimum. Apparently, not for Veeby…she just DID. Just like the Guardian ad Litem had agreed, it was *"her way or no way"* once again. After Veeby threw her little hissy fit over the whole bus issue for Mark, I moved closer to his existing school to avoid the possibility of further Veeby bus/transportation drama. Not to mention her recent foreclosure and assured eventual removal of her personage from the marital house.

Veeby's complete disregard extended to our Parenting Plan—which clearly stated, ***"Both parties are currently in same School District/boundary. The children shall remain in same School District/boundary as they are presently."***

Veeby seemingly didn't care. Again, she treated me as if I were dead and as such, she didn't need to communicate or coordinate with her "dead" ex-husband. Such *denial*…and *arrogance*.

I had absolutely no idea any of this was taking place behind the scenes and behind my back, until I received the following email from Veeby:

Mark got accepted into ***ABC's High School's Magnet Arts Program.*** *We are very proud of him. His audition has been scheduled for 8 am this Saturday. He will be with you on Saturday, but if you cannot take him, let me know as soon as possible so I can make plans to take him.*

I later learned that Veeby had discussed the idea with Mark, taken him to an Open House event and then sent in the application paperwork. I eventually secured a copy of the "Acceptance" letter mentioned in the above email—*I had to contact the school since Veeby didn't send* ***me*** *a copy*—only to read more clearly that Mark had met their *"preliminary acceptance criteria"*…and was set up for an "audition."

Veeby's email was slightly misleading *[not surprisingly]*. It indicated Mark had already been "accepted" into their program when actually the school simply liked the application paperwork and set up an initial audition. Mark had not yet been accepted, but would be allowed to audition.

By The Way: Just exactly WHO was "WE" in the *"We are very proud of him"* sentence? As dad, wasn't I part of the "we" that created the boy? Yet dad had been kept in the dark!

I felt railroaded once again, so I vented to Bonnie:

Bonnie—Please be aware that my former wife is trying [once again] to make an educational decision regarding our youngest son, Mark, but without consulting me at all. While her motives may be in the right place, her inability to simply discuss educational plans concerning our son WITH ME has needlessly placed Mark in the middle…a very unfortunate and awkward place for him to be.

In her email [above], Veeby misstates Mark's status. ABC's initial letter states Mark has met their "preliminary entrance criteria" and is now scheduled for an "audition." So, it is my understanding that Veeby has already taken Mark to an Open House event, has applied to their program and Mark has now been "accepted" to the ABC program, a Magnet program housed at Big City High School. I only found out these details several days ago, but from Mark. I had no idea.

All Veeby would have had to do is take one minute to write me an informational email like, "Hey, Mark is interested in checking out the magnet schools that focus on the arts." *… or SOMETHING like that, as a courtesy…to let me know…instead of just bullying through and making this type of unilateral decision.*

Of course, even though our MSA specifically mentions this very type of decision as a Co-Parenting issue, to be discussed between the parents, she completely disregards our court sanctioned MSA. Any decision to change

Mark's school assignment IMPACTS ME…and should not be made without consulting me. I will speak directly to Mark next week…to glean whether he is leaning towards going into the arts field as a profession, but for now he's just a 13-year-old kid who likes to do art. He's just a 13-year-old kid…who doesn't want to tick off mom, nor tick off dad…and he's stuck in the middle.

Based on my initial thoughts and internet research…I have concerns:

- *The mere fact that I have concerns or questions, will be taken as a challenge by Veeby…to her "authority" and her simply being "devoted" to her children. However, I am not the bad guy for just asking questions and having concerns…and wanting to be included in the decision making process…as a Co-Parent.*
- *This is now the SECOND TIME she has done this…changing our minor children's school… without any discussion or dialogue—she just DOES. The first time, she filled out forms for Noelle, who then withdrew from her high school and began taking classes only at the local college. I was never informed. I eventually just found out by calling her high school to get Noelle's class schedule and was informed at that time. Veeby's rationale is that I'm fully capable of being kept informed of the children's information [school info or doctor visits]. However, if I'm not aware, I don't know to ask. Now again, without discussion, she has put into motion changing schools, this time for Mark. This is VERY PRESUMPTIVE of her and is in direct violation of our MSA. Taking her to court on Contempt charges…will only be spun that I'm the "bad guy" to my children.*
- *At ABC's Magnet Arts program, he would receive his academic courses as part of their high school, which is currently rated as a "C" school. Mark is currently zoned to attend our local high school…where both his older sisters attended…and it's rated as an "A" school. Indeed, I physically moved within a mile of both his middle and high schools…so he could ride his bike and/or walk...and we would not have the same school bus issue we had previously. At ABC, only 33% of their students received a "3" or higher on the annual Standardized Testing. This appears to be a low functioning school and Mark routinely receives 5's and 6's on all components of his testing.*
- *The school system is trying to eventually overhaul ABC high school over the next several years, bringing in several previously "F" rated schools' students. See article links below:*
- *I believe that placing our very bright, but physically very small child into ABC high school environment is seriously placing him at risk.*
- *Transportation: Veeby displays complete disregard as to how any potential transportation might affect me. I'm hoping that a bus would be assigned to pick him up and drive him the 30 minutes away to ABC. Even so, it will require him to be picked up even earlier in the mornings…potentially standing at a bus stop in the dark. Additionally, I will probably have to fight with the School Board again to get a second bus pick up nearer to my*

location. Otherwise, I have to get him over to Mom's or some further away bus stop to catch his bus? What if he misses the bus after school? I teach/work in the after school hours.

- *Based on her previous "vexatious" litigation [per our Final Judgment], if the roles were reversed and I tried to do something like this, she would be screaming that I was "making unilateral decisions" and "putting our child in harms way" and "not acting in the best interest of the children"…basically I'd be blasted.*

I am at a complete loss, Bonnie. *When I offer to pay for her and I to come to you to help us mediate/discuss, she counters with "there are NO Parenting Issues"—she simply will not come to the table or communicate about Co-Parenting issues. If I take her back to Court on Contempt charges, I'll be the bad guy and she'll play the "I don't got money" card. She consistently sends ME medical expense receipts and I always reimburse her half. Yet, when I send HER medical expense receipts, they never get reimbursed. I feel burdened… and bullied…by her actions and lack of actions.*

I do not believe that there is a remedy to this. Our time together lasted 33+ years because I continually deferred…trying to have "peace at all costs." We are now divorced because that was no longer an option for me. I stood up to her and she is bound and determined to "make me pay"…seemingly forever. Rambling at the end…time to sign off.

My venting to Bonnie was huge…and spot on.

I took Mark to the audition. He and I spoke about the opportunity and all the potential impacts on his life. I told him I would support his decision to attend or not. It was a commitment he would have to make and then follow through if he chose the ABC magnet program. In the end, Mark elected to *not* attend their program. It might have been a good idea, but included too many negatives from his perspective.

I just wished Veeby had chosen to act more civilly and included me in the decision process.

100

Sliced and Diced

During this time period, I had to have a pretty invasive surgery. Being male, I am a baby when I get a splinter, but this was WAY more than that. I made arrangements so it would be relatively invisible in my work schedule…and I didn't blab my medical business to anyone. I didn't tell my work or my parents until afterwards.

Of course, my seemingly being a Charter Member of the 1% Club—[*i.e., if 99% of people had no negative side-effects or reaction to a medication and/or surgery, I was in the 1% that* ***definitely would****!*]—I had some complications and recovery took a little longer than I anticipated. Just a few days longer, that's all.

I could not drive for awhile after surgery and Mark needed some medications we simply hadn't refilled yet. I needed to have Veeby drive some meds over to my place, so I texted her:

> *Veeby—We need Mark's medicine later tonight, please.*
> *I have had surgery and cannot drive,*
> *so need you to please drive it over here for him.*
> *Text him after school and he'll come out to pick up.*
>
> • • • • •
>
> *John—Mark can ride the bus home, get his meds and*
> *one of us will take him home later.*
>
> • • • • •
>
> *Veeby—Mark will come to my place after school per normal…*
> ***he's ridden his bike****…and you may drive his meds over here this evening after your work. He doesn't take that medicine until bedtime.*

I wasn't certain if it was the inconvenience of needing her to drive some of Mark's medicine over to my place—or her realization that I'd had surgery and hadn't informed her—but I received another Howler nasty-gram:

> *John—You did not communicate that you had a serious surgery on [date] and* ***that you would be incapacitated and unable to drive.***
>
> ***Who is caring for Mark when he goes to your place?*** *Mark has a medical condition that requires he take specific medications. Mark has just started a serious medication, Rx-2. Dr. One warned*

that all responsible parties need to be carefully monitoring him right now because this medication can have dire and serious side effects.

Does Mark have all the needed medications at your place? Mark has four adults that he lives with when he is home with me that can drive and take care of him. He is aware that he can call any one of us, me, his aunt, his uncle or his sister at any time should he need something.

You have refused to communicate what apartment you live in, 1500 Main Street is the apartment complex you live in not the apartment you live in. It is ***my right*** *and responsibility* ***as his mother*** *to know where Mark is living when he is not with me and is with you.*

PROVIDE ANSWERS TO THESE QUESTIONS IMMEDIATELY!!!!

From my perspective, I had always tried to represent myself in a calm, civil and rational manner within all of my communications during the *Game of Divorce*. I always steered towards the high road as often as possible—until I finally allowed myself the *pleasure* of sending the following reply:

*Veeby—****Thanks for your concerns****. Not to worry, I'm taking good care of Mark when he's over at my place. I always have a number of responsible adults around that can drive if Mark were to need emergency care. Since I keep plenty of alcohol and illegal narcotics openly laying around the apartment, Mark's medication needs are covered. Really, he hasn't been complaining about pain management since we set up the meth lab in his bedroom. Sometimes, just for fun, we print some counterfeit money and go buy whatever medications he might want to try.*

Although the schedule changes slightly from week to week, this is the core group of responsible adults that's usually at my place over night, and are available to provide assistance to our son in a medical crisis situation:

Mondays:	*Sue Ellen and Paula.*
Tuesdays:	*This is a rotating night.*
	It depends who the escort service sends over.
	I can get the names if you need.
Wednesdays:	*Mary and Karen regularly, sometimes Paula again.*
Thursdays:	*That's usually Open Mic night at the Gay Bar, so*
	it's really hit or miss.
Fridays:	*Depends on which Dominatrix is available,*
	but usually Susan is my preferred Dom for the evening.
Saturdays:	*A regular stream of swingers come by throughout*
	the entire day…and so many of them drive,
	in case of an emergency.
Sundays:	*I usually go to church…and rest.*

I hope this provides a ***sense of comfort*** *regarding your fears that I may not have enough responsible adults around…that could drive in a medical emergency.*

I smiled from ear to ear…for weeks!

101

Backpacked Drug Mule

When Mark began having health issues late in 2009, Veeby wrote me the following:

> *John—FYI, Mark is having a hard time taking his medication.* ***I am sending the meds with him in his backpack.*** *You can try to help him take it when he gets home from school tomorrow.*

What's good for the goose would NOT prove to be good for the gander! Her email documented that she sent Mark to school with prescription medications in his backpack. A logical and simple way to transfer his meds back to my house—but an idea which would eventually become a huge issue.

SMOKE & MIRRORS

While I had originally tried to get two complete sets of prescription medicines for Mark—one at each parent's house, with the further hope of not having to get into the whole "reimbursement" issue if Veeby and I both bought our own meds for Mark—that hadn't worked out well at all, as previously described. It made more and more sense to move towards one set of meds that could stay with Mark and go back and forth with him between houses, via his school backpack. Veeby decided *that* wasn't a good idea, by incorrectly interpreting school policy and turning up the heat on the issue to full boil. While Veeby wouldn't admit we had any "parenting issues"—nor submit to meeting or working with Bonnie—she always managed to send a copy of her emails to Bonnie any time she wanted to "get me in trouble with the teacher." Veeby wrote:

> *John—Let me reiterate AGAIN: Mark cannot take his medications to school.* ***School policy requires that a doctor fill out a form if he is to bring medications to school****. Dr. One has specifically stated he is not to take medicines in school.*
>
> *Let me reiterate AGAIN: If you don't have Mark's medications at your place Mark can take whatever he needs that I may have to your place, but not*

during school hours. ***He is not to be a mule*** *taking medications in his backpack back and forth.*

Mark tried to sneak his meds into his backpack this morning to take to your place today. He is to come to the house after school hours and take whatever meds he needs to your place. He can ride his bike from your house to mine, ride the school bus to the house, you can bring him, whatever works to pick up his meds from my house if you don't have them at your place, but NOT DURING SCHOOL HOURS.

If you continue to insist that he bring his medicines in his backpack, I will have to report you to ***DCF*** *and the* ***police****.*

[The Department of Children and Families [DCF] is the state agency responsible for protecting children and helping troubled families. They investigate all reports that a child may be at risk of abuse or neglect.]

At first, I didn't know there was any kind of school policy…or a doctor form. I simply suggested to Mark that he keep his meds with him and take them back and forth between houses. That made sense to both he and I and that's all we said. Unfortunately, mom blew up the issue. Actually, Veeby acknowledged there was some form the doctor could sign within her first paragraph, but she couldn't see the forest for all those darn trees getting in the way.

I reached out via email and made what I thought was a logical argument:

Veeby—Several times since Mark has been diagnosed as a Sick Puppy, I have been prevented from—or had difficulty in—obtaining his prescription medications. I have made many attempts to discuss and work around the issue with you [all documented], but all to no avail. Even though ***I*** *am paying the health insurance premiums for our children…and it's MY policy… your unwillingness to talk with me and simply figure out how to equitably divide the prescription costs has only further muddied the waters.*

The focal issue of this email is Mark's prescription medicines. Whether the doctor splits the prescription or not, the health insurance will only subsidize ***one*** *script per medicine per month [basically]. So, when you've picked up meds to have at your place…and paid the $10 Co-Pay…it has bumped me from being able to do the same. In order to have medicines at my place, I have had to pay more than the $10 Co-Pay…sometimes 7-10 times more. This is not fair and is also not using the health insurance to our advantage.*

Going forward*, you may be responsible for purchasing Mark's prescription medications. We can split the $10 Co-Pay for each script he needs. This will allow us to evenly split the costs and also allow Mark access to the medicines he needs at either place. As I've previously stated, I will reimburse you once you send me copies of receipts. Simple and Reasonable.*

This means we'll have ***one set of prescription medicines****… that should remain with Mark.*

Mark should be allowed to keep his medicines with him as he goes back and forth between our places. He is responsible.

Do you have any insight into how embarrassed he felt when you went to his school and demanded he turn over medicines to you in front of the office staff? Do you have any comprehension of the embarrassment he's felt by your telling all his teachers of his Sick Puppy condition…without including Mark in that decision? There is no need to make a mountain out of a mole hill here. He is not taking any medicines AT school, which would require us to let the school know and control his taking them at the infirmary. Let him simply keep his meds in his backpack as he goes between our places.

Yesterday, I went ahead and paid $75 for 30 of the ***new*** *pills he needs…[you paid $10 for the same quantity/drug]. He can use those until they run out, but then we'll transition to the one set of prescription medicines that will remain with him.*

Summation: Going forward, you may be responsible for purchasing Mark's prescription medications.

A burst of hot air blew across the land, preceding her email reply:

John—I have ***communicated*** *with you many times by e-mail that it is school policy that Mark cannot bring medications to school. Mark will* ***not*** *be sent to school with any medications. Exchange of medications will be done outside of school hours. Read the School's Code of Student Conduct Section V, page 17 which details this policy and what the* ***consequences*** *will be for Mark if he violates this policy which you and he signed at the beginning of the school year.*

Stop encouraging Mark to violate school policy by carrying medications in his backpack! Otherwise I will report you to DCF.

Going forward, *we will do what* ***I*** *suggested initially in my e-mail of [date]. I will buy medications and when those are done you will buy medications the next time, avoiding any reimbursement issues and non-coverage issues by your insurance. Mark will be in charge of keeping track of his medications and when they need to be replenished. He is smart enough to do this and this is good practice for him to be responsible for his own health.*

If managing Mark's medications is ***too difficult for you*** *and you find yourself* ***unable to properly care for him****, with your being incapacitated because of your surgery and not being able to drive and all, then Mark should remain with me until such time as you can care for him properly.*

What was up with her whole DCF and Police theme? It appeared to be some major power trip for CONTROL. Plus, the email she

referenced above gave me a choice to reimburse her, which I'd done. The last paragraph—how should I spell **c o n d e s c e n d i n g**?

As I stated before, there *was* an existing School policy that dealt with our very issue. We just needed to get a form signed by Dr. One and Mark could carry the meds back and forth…no harm, no foul… no big deal.

> *Veeby—I grow weary of your drama. When you throw little hissy fits with your words like, "**PROVIDE ANSWERS TO THESE QUESTIONS IMMEDIATELY!!!!**" it doesn't make me want to deal with you or play your silly middle school games any longer.*
>
> ***Why are you so angry in all your correspondence with me? I do not insult you or speak with condescending words in my communications with you. As the Co-Parent and your Partner for 33+ years, I am asking once again—please communicate in a civil tone.***
>
> *Unfortunately, there is no point in sending a copy of this letter to Bonnie. Your non-communicative behavior and lack of following the stipulations of our MSA and Final Judgment renders Bonnie ineffectual. When I've offered to pay for an initial session with Bonnie, you've refused to even sit down at the table, claiming there were "no parental issues going on." This only leaves me with court options.*
>
> - *Please call DCF and/or the Police with your concerns, or simply stop threatening to do so. You and I were partners that raised three children, toggling their care between us when the other was working. Your legal threats and innuendo that somehow I'm a bad parent has now gone past the initial silliness, to insanity.*
> - ***Mark is fine!...loved, cared and provided for when he spends time with me.** You know this—YOU have written wonderfully positive comments about my parental abilities, copies of same will be generously provided to any authorities you'd like to contact. Please feel free to cry "Wolf!" to the "authorities"…so they can do an investigation and once again, you'll have egg on your face. Ask the Judge and ask the Guardian ad Litem. So, **please** call DCF. Otherwise, stop being a B*tch on this subject.*
>
> - *Please **reread** your referenced [date] email, noticing that I did EXACTLY as you asked. I made a choice, followed **your** suggestion and reimbursed you for half the script…within 24 hours…as I had previously stated I would. You, however, cashed my reimbursement checks but then DID NOT SHARE THE PILLS when Mark needed them at my place.*
> - *I'm sure you were provided with my address through your lawyer #3 way back when. On the outside chance you didn't keep the court document, my address remains 1517.*

- *My health and surgery is a **private matter**…and does not concern you. I only told my Folks the day after the surgery, so I did not withhold any information from you that you needed to know. I had allowed enough time in my schedule to heal, but due to unforeseen complications, it just took a few extra days before I could drive again. Please learn the civil courtesy of extending thoughtful concern when you find out that someone has had surgery or lost a loved one…as I did when both your grandparents passed away recently…instead of hatefully suggesting that I am not able to care for Mark "properly" and he should come stay with you while I recover.*
- *I am getting better…thanks for [not] asking.*
- *Please remember the Judge's written description of your litigious behavior and again look up the word VEXATIOUS…as it once again applies to you in this circumstance. The issue of Mark keeping his medicines with him, back and forth between the houses, has only blown up because you've made it an issue. Dr. One, Mark and myself all agree it's simpler, logical and overall easier.*
- *The issue of carrying prescription medications back and forth has actually already been addressed by the School District. There's a simple Authorization Form to be filled out…it's even mentioned on the same page 17 in the Code of Conduct booklet you've referenced. This is not and should not be such a big deal.*
- *Logically, Mark should have ONE set of medications that he keeps with him. We now know the insurance will only reimburse ONE prescription per month. Trying to get two scripts from the doctor was only a workaround since you would not speak with me. It really would be "in the best interest of the minor child" if his mommy would talk to his daddy [like an adult should be able to do], to figure out how to take care of Mark's needs. Come on, Veeby…stop the condescending emails, sit down at the mediation table if you'd like [or call me] and let's figure this out!*
- *This has gotten weird because you would not speak with me back in January to figure out how this could logically and fairly work for us, instead relying on emailed DECREES.*

Stop all the drama and call me, so we can resolve this.

• • • • •

I downloaded the Authorization Form, drove to the doctor for his signature…and Voilà!…DONE. Then I wrote Mark and cc'd mom:

Mark—Per our conversation, Dr. One and I have signed the Authorization Form [attached], as mentioned on page 17 of School District's Code of Student Conduct. Dr. One specifically wrote his consent that you could "self carry" your prescription medications, in agreement with both the School

District's policy as well as the American Academy of Pediatrics Policy Statement. This form is now in place with your school.

Going Forward: *You will have just* ***one set of medications*** *to:*
(1) carry back and forth between houses [in your backpack]; and
(2) let us know when you need refills [in advance, please].

Love you, son,
Dad
P.S. - ***Possibilities…not Limitations***

After solving the problem, I received such a sweet *"Thank You"* email from Veeby:

John—Since you got Dr. One to sign the school form Mark needs in order to carry medications with him during school, then you should be able to relax your sphincter now.

I wasn't quite sure, but it felt like she might be upset?

102

Married in Las Vegas

So, evidently, Veeby began dating *"costume jewelry guy"* soon after I was out of the marital house. No worries…that's how these things go, right? Within two years, they flew to Las Vegas and got married. *Whatever.*

Veeby was married 33+ years to husband #1 *[moi]* and then moved on to husband #2.

Good Luck, Babe—I hope you will indeed
be **happy**…**thrive**…and find your **peace**
going forward.

It's funny for me to remember Veeby wagging her finger in my face at the List of Demands meeting…while claiming she would *never* marry again because she *"wanted my money."*

Here's the Kicker: When Veeby remarried, she didn't tell our children for *six months*…which was easy to hide since the new Mr. and Mrs. Veeby didn't live together for two years. Say WHAT?

Yep, I discovered their marriage by following the bread crumbs…and then informed our kids.

I eventually figured out why Veeby was so majorly irritated that I couldn't drive for awhile after my surgery—*that* was the weekend they flew to Las Vegas to get hitched.

103

Yellowstone Vacation

Not honoring our Parenting Plan, MSA nor the Final Judgment had become Veeby's normal mode of operation. So, I was totally surprised when Veeby emailed me that she would observe two weeks in July for vacation with the kids. What a huge change of behavior! I hoped the tide had turned and she'd "seen the light" and would play "nicer" now that she was *remarried*. Then, I awoke from the dream and landed back in the reality of Veeby.

Ultimately, I never heard any further details from Veeby about their trip. I only learned from Mark that they were planning a vacation to Yellowstone National Park, but Veeby never mentioned traveling out-of-state—the plot thickened. If I were going to take a vacation, Veeby would require *[scream]* that I follow the rules and courtesies outlined within our Parenting Plan. Of course, it would have not been an issue for me since I always gave that information to Veeby. The same civil courtesy was usually not extended back to me… as would prove to be the case with their upcoming vacation plans.

It was a weird dynamic. Somehow, withholding travel information was a power play for Veeby and like a dog with a bone, she simply wouldn't let go of the information. I projected that she thought I would try to thwart her travel plans, but that was *her* Mode of Operation., not mine. Plus by that time, she limited the information she told Mark, lest it be retold to Dad.

According to the Parenting Plan rules specific to out-of-state travels, itineraries and information were to be shared with the other party. This is not a silly point, since the moment I didn't honor those rules, Veeby would throw a hissy fit. Veeby just never saw the rules as a two-way street…it only applied to **me**, *not her*. As time got closer and no further information was shared, I began politely asking Veeby for the necessary information:

Veeby—I need Mark's itinerary for his upcoming vacation with you.

No reply. Again, two weeks later:

Veeby—I still need to know Mark's itinerary for his upcoming vacation time with you.

He and I are trying to figure out how much time you will be out of town…and just when you are leaving on your vacation. I'm entitled to communication and information per the MSA, so he and I can make plans on our side. He's interested in possibly bringing his computer to your place, but that depends on your vacation time frame.

Please communicate back directly to me, not through our minor child.

No response. I wrote once more, only three days before they might be leaving town—I didn't know, Veeby wasn't saying:

Veeby—It is now the end of June, and you have not complied with the Parenting Plan which governs the care of our children during vacation time. The requirements are mentioned twice within the Parenting Plan, and I have now emailed you THREE times requesting that you comply.

- *At the bottom of page 7 in the Parenting Plan, it says:*

  "…If a party is traveling away from home…the party must give at least 21 days written notice and an itinerary in writing at least 14 days before travel."

- *The same information is mentioned in the Out-of-State section:*

  "Either parent may travel within the United States with the children during his/her time-sharing. The parent traveling with the children shall give the other parent at least 21 days written notice before traveling out of state unless there is an emergency, and shall provide the other parent with a detailed itinerary, including locations and telephone numbers where the children and parent can be reached at least 14 days before traveling."

Mark has mentioned you have plans for a trip to Yellowstone National Park and are planning on flying. This means you have already bought your plane tickets and are purposefully withholding the itinerary information. There is no need for that. I am not trying to be nosey or meddle with your vacation plans. As Mark's dad, if anything were to happen to the flight [God forbid], I simply would need to know that information.

Additionally, as I've previously communicated, he and I were trying to figure out whether to take his computer over to your house or not…a decision based on your travel plans…and you would not communicate that to us. After not hearing back from you, Mark decided [on his own] to call you and ask again.

You do not get to do whatever you want regarding Mark. You must learn to communicate with me regarding concerns specific to Mark. I will be con-

tacting you regarding his and my vacation plans, and you must learn do the same.

You've already re-married…so as you continue to make a new life for yourself [and I wish you joy and happiness], do not continue this lack of communication. Turn over a new leaf, play nice and be civil in your communications regarding our son, Mark.

Please let me know your travel itinerary as soon possible…you're overdue.

What happened next…could *not* have been anticipated:

Absolutely nothing happened*…no reply…no response.*

• • • • •

Mark wanted to bring his faster computer from my place over to her place *if* they were staying in town for a few days before leaving. He and I spoke and I was agreeable with that. Since mom had elected to not share that information with either he or I, we decided to just take the computer over to her place anyway…and let it stay there while they were out of town.

He and I loaded up and took the computer things over. I parked on the street…*[God forbid that I should pull into the driveway]*. He took everything inside her house and I walked over and talked to some of the former neighbors I hadn't seen in quite awhile. He came and found me, we hugged goodbye and I drove back to my place. Later that evening, a nice little email popped up from Veeby *[with the standard Cc sent to Bonnie]:*

John—Unless you are dropping or picking up Mark, you have no business being at my house, harassing my neighbors. You are hereby notified that should you trespass on our property again, my husband and I will prosecute you.

I once again started singing…

The hills are alive, with Con-fa-bu-la-tion [aah, aah, aah, ahh]

Absolutely hysterical!

104

Fatso

When Mark would have a Sick Puppy doctor visit, both Veeby and I usually attended. At one particular appointment, we all loaded into the small examination room. There was the normal exam table for Mark to sit upon, the normal exam stool for the doctor to sit and scoot around on, plus two regular chairs for parents. That visit, Veeby sat in one of the regular chairs and placed her purse on the other…leaving me nowhere to sit. I assumed she didn't want me sitting right beside her. She'd taken over *both* chairs…AWKWARD… and she did this in front of Mark.

I decided to move the chair containing her purse away from her so I could sit against a different wall. I reached down and began to move her purse up to the counter when she proclaimed quite loudly,

"Don't touch my things, Fatso!"

Surgically and unfiltered—there was the lovely ex-wife slicing and dicing away at my heart—in front of Mark. I had just completed surgery due to some physical issues, which prevented exercise for a time. Yes, I had gotten a little rounder, but to have someone whom I'd been with for 33+ years hurl such insensitive yet purposefully hateful words at me…calling me FATSO…in front of our kid? It was truly beyond my understanding.

Indeed, what kind of person does that?

An internet article from around that time spoke to me as it pointed out how people really needed to stop judging themselves in terms of their weight and shape. That only a ***"superficial dope"*** would give someone else a hard time over their supposed imperfections, and that if a *superficial dope* tried to make another feel badly about their physical self, it was more of a reflection of the *superficial dope's* own inadequacies.

The words *superficial dope* really leapt out to me. A connection was firmly embedded within me regarding Veeby's cruelty through her use of words. I felt sad for her.

105

Motion for Contempt and Enforcement

Veeby's contempt of the legal system began immediately after signing our MSA. She began doing everything in her power to prevent my having a school bus to transport Mark to/from school on MY days. The Judge correctly chose the word **vexatious** to describe her actions. Other than spite, there was no reason to interfere with the whole school bus thing.

The Judge had shown compassion towards Veeby within the Final Judgment by not placing her on a payment schedule for my reimbursements. Well, he actually *did* tell her to reimburse me monthly until she paid off a few items, but she didn't even do that. The word "contumacious" comes to mind…meaning, "stubbornly disobedient." *[I bought that word on a "two for one" sale—the same day I purchased "confabulation."]*

While Veeby continued to regularly slay me with her written words via email—and hateful spoken words at the doctor's office—I kept a copy of every email correspondence, which exposed her uncivil tone and nature…and would ultimately be to her detriment. She had lashed out at me for years, but now her lashing out was being seen by others—lawyers, judges, various family and friends—and I believed that really reflected badly on her. Veeby attempted to belittle me as being "anal retentive"…over and over again…yet, I preferred to view the attribute as "being attentive to the details" —a very valuable skill set—which Veeby *lacked* in many respects. I've used my organizational and attention to details skills during my music career —i.e., organizing and promoting major university events; creating music; writing lesson plans and proposals; booking fellow artists for events; creating large multi-media projects, etc. SO, it should come as no surprise that I have kept, catalogued, scanned, archived, threering punched, color tabbed and bound together every piece of correspondence or court document during the long divorce saga.

Veeby wouldn't play nice, she wouldn't Co-Parent or coordinate with me, she wouldn't meet with Bonnie and unilaterally did whatever she darn well pleased. Since my being nice and gracious seemingly had not worked with her—modeled by my words and actions—I followed through with my written promise and filed a Motion for Contempt and Enforcement.

• • • • •

Courtesy of having gone through Bankruptcy, I could no longer afford my great legal team and therefore got to represent myself. I became what is called a "Pro se Litigant" in the legal world. "Pro se"…ain't so bad. Of course, while playing the part of lawyer was not my training, I believed I was smart enough to figure out the *basic* legal game well enough to represent myself with a little dignity. While I didn't know all the statutes and precedent setting case law—and I knew I would probably get supremely "lawyered" by professional opposing counsel—I could at least make my case. I just wanted to present my case under the light of the legal system, believing that justice would prevail, right? Such naivety.

I downloaded all the official court forms, carefully wrote out my argument for the Court to review, gathered up all the supporting documentation—which magically turned them into "Exhibits"—drove down to the Courthouse on a Friday and filed the dumb thing. I filed a Motion with Exhibits totaling more than 250 pages….attention to the details, indeed! I took one of the "officially stamped" Clerk of the Court copies and mailed it to Veeby.

As fate would have it, Mark ended up in the hospital that weekend. Veeby was there with him the majority of the weekend and I visited between work commitments. I feared that the large 250+ page Contempt package had been delivered and was sitting outside her front door—which could easily "disappear" so I drove by Veeby's place after work on Sunday. My plan was to pick it up and deliver it to a neighbor, for them to give to her when she came back. I drove by, slowed down to look but didn't see any package by the front door, so kept on driving. It must not have arrived yet after all. Mark came home later Sunday evening, his crisis averted…yeah!

The very next day, I received a sweet note from Veeby, thanking me for swinging by her place to make sure all was well:

> *John—Please be advised that I am pursuing trespassing charges against you with the Police. You trespassed on my property yesterday, Sunday [date] while I was away at the hospital with our son, Mark. I have witness testimony and surveillance tapes of you coming to my home when you knew I wasn't here because you knew I was in the hospital with Mark.*

ABSOLUTELY HYSTERICAL! Veeby *was* consistent. One more time, from the top: Mark was in the hospital over the weekend. Unbeknownst to Veeby, I had filed a 250+ page Motion for Contempt and Enforcement the previous Friday. It was going to be delivered on Saturday—a big three-inch box would be delivered to her doorstep. Learning that she was at the hospital with Mark, I drove by her place after work on Sunday to see if the box had been left at her door. If so, I would call the next door neighbor to grab and keep it for her. Since it was official court stamped documents and I didn't want Veeby playing the game "I didn't get the package." So, yes, I drove by on Sunday afternoon—drove *past* "her" house on the public street, looked for the box at her door, didn't stop or get out of the car, didn't even pull into her driveway. Somehow, she equated that to trespassing?

SMOKE & MIRRORS

When I filed my MOTION FOR CONTEMPT AND ENFORCEMENT, I included a cover letter to the Judge in which I alleged multiple non-compliant issues and behaviors by Veeby—the "Respondent." I pled once again for a Parental Coordinator to be assigned—in the best interest of the remaining Sick Puppy minor child. I reminded the Judge that Veeby's continued actions underscored her intent to *not* observe his Orders contained within our Final Judgment. I further stressed Veeby's willful contempt for the Court's ruling by quoting one of her lovely emails, which bore a new name…**"Exhibit 1."**

> *John—I no longer owe you* ***anything*** *the Judge ruled on in 2009.*

And…

> *I don't owe you anything for any of Mark's hospital, doctors, test bills that have been incurred since January, 2010.*

MOTION FOR CONTEMPT AND ENFORCEMENT

The official court form asked me to explain what the other party was Ordered to do or not do within the Final Judgment. I untied the ribbon which bound the 100-foot scroll…and began reading out loud while unrolling:

The Final Judgment of the Court required the other party in this case to DO the following: *[synopsis]*

- **Comply** with all terms of the Mediated Settlement Agreement and Parenting Plan, which included the following issues:
  Shared Parental Responsibility; Parental Responsibility; Communications between Parents; Information Sharing; Using Children as Messengers; Uncivil Communications; Lack of Submitting to Mediator; Entitlement to Information; Education; Emergency Contact Forms; Entitlement of Participation; Time-Sharing; Vacation Time Notice; Therapy for the Children; Not Disparage nor Criticize Other Parent; QDRO; Impairment of Credit; Non-Covered Medical Expenses; Cooperation; Reasonable and Comparable Health Insurance; Disputes or Conflict Resolution, etc.
- Work out Co-Parenting issues through Bonnie;
- Reimburse John for HELOC, non-covered medical expenses and GAL Report;
- Pay GAL and Lawyer #2 outstanding balance;
- Pay legal fees for School Bus and Set Aside MSA litigation; and
- Additional, per Final Judgment: While the Court retains jurisdiction to establish a payment schedule if needed, the obligation of Veeby to reimburse John still exists…and is not contingent upon the Court placing Veeby on a payment schedule. Veeby's lack of reimbursement or any communication of her intentions, indicates Veeby will only act if compelled by the Court. Additionally, Veeby has not yet filed the QDRO…or made attempts to resolve in lieu of outstanding amounts owed…which has created an Administrative Hold on John's retirement account.

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The next section on the form asked me to explain what the other party had or had not done regarding that Final Judgment Order of the Court. I carefully rolled up scroll Number One, re-tied the rib-

bon that kept it bound and then reached for the larger, heavier scroll Number Two…and began recounting the tale, from the days of old:

The other party in this case has willfully failed to comply with this Order of the Court—List specific examples:

[This will be an extreme synopsis. I referenced exact quotes from the applicable court documents and attached pertinent Exhibits for each example with the motion.]

- *Lack of communication prevents John from shared parental responsibility;*
- *Veeby routinely withholds information concerning the minor children;*
- *Information withheld regarding children's EDUCATION issues:*
  - *Noelle withdrawn from high school without discussion with John;*
  - *Mark transfer to a different high school attempted without John discussion;*
  - *School Emergency Contact "Other Parent" information omitted/crossed out;*
  - *Children's college entrance SAT information withheld from John;*
  - *College plans and campus trips withheld from John;*
  - *Financial Aid forms falsified through omission of John's information;*
  - *Noelle may not receive college financial aid, due to omitted information;*
  - *Teacher conference interrupted;*
- *Information withheld regarding children's HEALTH issues:*
  - *Noelle had brain scan/MRI; John not informed; Information not shared;*
  - *Children's best interests not served unless parents discuss decisions;*
  - *Children's prescription medication purchases; No resolution;*
  - *Won't coordinate/discuss Mark's Sick Puppy diagnosis treatment options;*
  - *Medical/Educational information blocked; John unable to stay informed;*
- *Uncivil* ***expletive laden*** *email; Not helpful to facilitate Co-Parenting; i.e.,* ***Exhibit 70****—Veeby's hostile response:*

  *Make up your F**KING mind [sic] already! Geez, YOU told me in your email to "Go ahead and make the appointment for Mark to have this procedure done per the doctor's script." I took care of it. There was no appointment necessary, we just go when we can. You should be THANKING me for taking care of this so YOU didn't have to!! The only "extremely awkward position" Mark is in is in your F**KING head! [sic] You are such an ANAL RETENTIVE CONTROL FREAK!! You are a FREAKING NUT CASE! I don't have to ask your permission IDIOT, you're still under the delusion that I have to answer to you. GET A LIFE!*
- *Using Mark as messenger to coordinate purchase of his medicines;*
- *No ongoing therapy provided for Noelle, per MSA;*
- *Administrative Hold on retirement funds until QDRO filed;*

- *Veeby's failure to pay medical expenses; Impairs John's credit;*
- *Debt Collectors calling John regarding Veeby's non-payment;*
- ***Exhibit 1** [above] clearly indicates Veeby has no intention of honoring the Orders of the Court;*
- *Veeby has no intention of paying any portion of our children's Non-Covered Medical Expenses;*
- *Unjust Enrichment; Veeby receiving Child Support for Noelle, but won't pay medical bills, even though Noelle still a Dependent in Fact;*
- *Veeby's inaccurate understanding of John's health insurance provision requirements within MSA led to threats and uncivil communications;*
- *Passport for Mark withheld to thwart vacation travels with John;*
- *No vacation travel plans or itineraries share by Veeby;*
- *Mail tampering action taken by U.S. Postal Inspector against Veeby;*
- *Veeby won't discuss Parenting Issues/conflicts with court appointed Bonnie;*
- *HELOC reimbursements to John—per Final Judgment—are not yet paid;*
- *GAL reimbursements to John—per Final Judgment—are not yet paid;*
- *Parental Coordinator—still requesting one be assigned, particularly since Mark's Sick Puppy diagnosis requires coordination between the parties, who are not communicating effectively.*
- *I restated the Guardian ad Litem's Final Hearing testimony that Veeby takes a **"my way or no way attitude,"** and pointed out he further stated: **"I just get the sense I think that if he [John] doesn't agree then it's going to be her way until someone else says differently."***

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Then, I respectfully requested that the Court issue an Order holding Veeby in civil contempt—and asked for the following relief:

- *enforce or compel compliance with the prior order/judgment;*
- *award a monetary judgment;*
- *require Veeby to pay any costs and fees in connection with this motion;*
- *if Veeby were found to be in civil contempt, order a compensatory and/or a punitive fine;*
- *require Veeby to seek employment; and*
- *award any other relief the Court deemed appropriate.*

I was able to alert the Judge that while the Court retained jurisdiction to establish a time schedule for Veeby's payments to be repaid, her obligation to reimburse me still existed and was not contingent upon the Court placing her on a payment schedule. I pointed out the two

payments totally $200 Veeby had reimbursed, the reminder letters my counsel and I had sent. By the time I filed, Veeby had ceased ALL reimbursements and would no longer communicate regarding her obligations.

Further, I was able to explain to the Court Veeby's ability to pay, since she obviously continued to under-report her income. I used the word "obviously" because Veeby was traveling the world during that time—i.e., Spain, Yellowstone Park, Chicago, Las Vegas, New York City, South of France, etc.

While Veeby was not paying the mortgage or the HELOC on the marital house at that time, she was living a lifestyle that was inconsistent with her supposed income. She continued to earn income through her private practice as a Financial Analyst. Also, she had remarried in early 2010. While I wanted her to enjoy her *[new]* life, I also wanted Veeby to honor the financial obligations she'd previously agreed to by signing our MSA.

I presented the Judge several reimbursement options for his consideration. One option was to compel Veeby to release her claim on the QDRO as a "credit" towards the Final Judgment awards. Another option included a temporary adjustment in the Income Deduction Order *[IDO]*. I broke it down clearly to show how a minimal IDO adjustment allowed Veeby to repay me with little impact. She would still be receiving monthly Child Support from me that was well above the state mandated guidelines.

I really was trying to provide a win/win scenario which would not only reimburse me, but also not cause significant harm to Veeby.

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To conclude the motion, I respectfully *begged* the Court to:

A. Appoint a Parental Coordinator, compelling both parties to abide by Parental Coordinator's mediation and decisions on all Parenting Issues, until last minor child reaches age of majority.
B. Compel both parties to equally divide all costs associated with a Parental Coordinator.
C. Temporarily Modify Income Deduction Order—reducing the IDO for only 36 months—and/or establish a payment schedule as to Final Judgment and Amended Final Judgment awarded reimbursements.

D. Compel Veeby to pay her 50% portion for all *past* Non-Covered Medical Expenses, per the MSA.
E. Compel Veeby to pay her 50% portion for all *future* Non-Covered Medical Expenses, per the MSA.
F. Compel Veeby to further honor the Parenting Plan and MSA, specifically regarding:
    1. Travel and itineraries when minor child concerned.
    2. Using children as messengers.
    3. Sharing of information, e.g., school and medical information.
    4. Impairment of credit—i.e., Veeby's payment of medical provider bills now in Collection.
G. Finalize the outstanding QDRO issue.
H. Award court fees and costs to me; and
I. Grant such other and further relief as this Honorable Court deems just and equitable.

CUE LOONEY TUNES OUTRO MUSIC:

That's all, Folks!

The Motion I submitted to the Court was *only* 28 pages in length and *only* attached 170 Exhibits. Surely the Judge would read the entire document, follow my logical reasoning and justice would prevail… right?

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Veeby's Lawyer #5

*[If you've been paying attention, the next lawyer should be #4…who actually **does** exist…but is not included within this book. Veeby hired Lawyer #4 to represent her concerning the Foreclosure of the marital house matter.]*

It's important to remember that Veeby was claiming she didn't have money for anything…couldn't afford to pay the mortgage, couldn't afford to pay her portion for Mark's medical treatments and medications, etc. The only time she had money was when she went out to eat at a restaurant or took a vacation. Otherwise, she was just plain broke and *"had no credit."* However, the moment I filed the Motion for Contempt and Enforcement, Veeby suddenly found enough money to retain the services of a lawyer. Enter Lawyer #5.

[Let me state right up front, I greatly appreciated #5 for being overall human and civil during our interactions. I knew #5 could be a lot more intense when needed, but she wasn't condescending when dealing with little non-lawyer me. So, thank you very much, Lawyer #5.]

Instead of Veeby simply communicating and figuring out our Co-Parenting issues, she would rather NOT talk, hire a lawyer and prolong the process even further. In the end, it cost Veeby more money to go that route than to have simply reimbursed me and/or paid for Mark's medical expenses. You can lead a horse to water….

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Like a good tennis match, Lawyer #5 and I served the motions back and forth over the Court's net, often times rapidly volleying through email communications. At first, #5 suggested I amend my motion, since our MSA said Veeby and I were supposed to go through Mediation before bringing any matters back before the court. I enlightened #5 how Veeby *wouldn't* sit down at the table with Bonnie or myself…and simply denied there were *any* Co-Parenting issues. It took my filing the motion to even get a positive response from Veeby. No thank you—I left my motion intact.

We received an initial Hearing date before the Judge. To begin, Lawyer #5 lobbed a Notice for me to Produce documents at the Hearing. I swung and returned a Response and Objection. On my next serve, I responded in kind by Noticing them to produce documents regarding #5's legal services and Veeby's multiple vacations. Since Veeby was claiming lack of funds, then proof was needed as to how #5 was being paid and financial information regarding the vacations. How the heck was she paying for her lavish vacation lifestyle and legal representation? Inquisitive minds wanted to know.

I hit a quick follow-up shot for them to also produce Veeby's Foreclosure documents. This was pertinent since our Final Judgment stated: ***"The Court retains jurisdiction to establish a time schedule for these payments to be repaid and whether to have it come from the sale of the former marital home if and when the home is sold."*** Financial documents from the Foreclosure seemed relevant since the former marital home might no longer be a source for reimbursement payments, seeing how a Default Judgment had been issued earlier in the year through the Foreclosure process. I knew Veeby was still working—however minimally—but she had not been making the mortgage payments. I was amazed to learn through public records that she squatted in the marital house for three and one half years before moving out. I often wondered what happened with her earnings during that time period…and just surmised her mattress must have been *very* lumpy.

Veeby's feet had finally been put into the purifying fire of court and she had to get her documentation together. Out of the blue, Veeby sent me a minimally worded email—with three (3) medical invoices attached:

John—Please confirm if you have paid your portion.

Wait…WHAT? I couldn't believe it. Veeby had withheld some of Mark's medical invoices? I mustered my strength and served a line drive email response:

> *Veeby—I have not yet paid any of these invoices.* ***I was not aware of these outstanding bills since you are just now sharing the information****. You sent three outstanding bills for Mark's medical procedures. The invoice from Mark's [date] procedure has an outstanding amount of $275! This was addressed to ME at the marital house address, yet you did not forward this mail to me and instead elected to hold onto the mail.*

This impairs my credit*…if I am not given my mail/bills for NINE MONTHS. I will bring your behavior to the court's attention. Additionally, your* ***withholding my mail****…only further reinforces my previously filed complaint with the United States Postal Inspection Service. You received their letter dated [date]. I will contact them again regarding this latest revelation.*

Read the exciting next chapter for more "mail tampering" details!

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The day arrived for our initial hearing before the Judge…when I could finally present the facts and state my case regarding Veeby's contemptuous actions and behaviors. I knew I'd be nervous and sweaty, and my throat would probably be parched, so I brought a towel and a water bottle. I also knew I could think quickly enough on my feet when needed, but felt it wise to write out an opening statement:

Good Afternoon, Your Honor:

I believe the Motion for Contempt and Enforcement I've filed—and all the attached Exhibits which are before the court today—present an accurate reflection of the willful contempt and purposeful actions of Veeby. I acknowledge the Exhibits are overwhelming, however:

Very Quickly*—Contained within the Exhibits, you will find:*

- *Veeby emails stating she no longer owes anything YOU ruled on in Final Judgment;*
- *Veeby claims she doesn't owe for the children's medical expenses;*
- *Examples of Veeby's:*
  - *Expletive laden and harshly worded email exchanges;*
  - *Unilateral Educational Decisions for both minor children;*
  - *Withholding/Lack of Sharing Information;*
  - *Using the Children as Messengers;*
  - *Attempts to prevent John from participating in children's lives;*
  - *Disparaging remarks criticizing other parent in front of the kids;*
- *Veeby actually crossed out "Other Parent" area on school Emergency Contact Forms;*
- *Settlement Offer from previous counsel—never finalized;*
- *Lack of Therapy for children—John offered to pay co-payments;*
- *Examples of Veeby's purposeful Impairment to John's Credit:*
  - *Lack of paying medical expenses for the children has some medical bills placed in Debt Collection Agencies;*
- *Semantic games used to avoid paying medical expenses;*
- *Purposeful withholding of passports needed for travel:*
- *Purposeful withholding of medical bills addressed to John, but sent to her physical address;*

- *Veeby's lack of sharing Vacation travel plans and the general whereabouts of the children;*
- *Examples of Parental Alienation, etc.*

…AND THE LIST GOES ON!

Most importantly, Veeby has defiantly stated "there are NO Parenting Issues" in multiple emails and refused to discuss or mediate outstanding issues with the Court appointed Bonnie. You, Your Honor, told us to utilize Bonnie—and Veeby will not.

This is primarily why we are here today, Your Honor.

It is also important to note that while Veeby has not been timely with her payments to medical providers, nor reimbursements to John—due to her not having "any credit"—somehow she's retained counsel to represent herself in this matter.

Since our youngest child, Mark, has now been diagnosed as a Sick Puppy —and still has four more years until he reaches 18—I have requested the Court to assign a ***Parental Coordinator*** *to help facilitate communication and coordination between the parties, as well as mediate future impasses. Two last points:*

- *Veeby has outstanding payments to medical service providers totaling more than $5000 which needs to be addressed, please; and,*
- *There are outstanding reimbursements from Veeby to John. I have detailed those within the Motion and have suggested a few options for the Court's consideration as well.*

I appreciate the Court's time and attention to this matter.

• • • • •

Lawyer #5 quickly tried to serve a defensive swing that Veeby and I shouldn't even be back before the Court until we had tried Mediation …per our MSA…and inferred that I hadn't offered or tried mediation as the first means of resolution. I returned a clarifying statement that *I had tried and tried* to get Veeby to utilize Bonnie to discuss issues—which was clearly evidenced within the Exhibits—but Veeby absolutely refused to acknowledge any Co-Parenting problems or sit down to talk and/or mediate with Bonnie. Advantage to John.

I once again reminded the Judge what the GAL had stated within our Final Hearing, and quoted from the official transcript: ***"I just get the sense I think that if he [John] doesn't agree then it's going to be her way until someone else says differently."*** I basically begged the Judge to NOT move the Co-Parenting issues over to mediation. Based on the evidence of Veeby's behaviors—as verified through the mountain of Exhibits—I had *no confidence* in her ability to comply, nor did I believe that any "good faith" mediation would occur. I asked that HE resolve the issues. ***Please, Judge—let TODAY be the day Veeby is told that things are going to be different going forward.***

I felt that I'd made a solid argument, so I stopped…and then held my breath.

The hand of the yet unseen referee slowly descended from the heavens…and began writing the word **O V E R W H E L M E D** in a mid-air caption circle next to the Judge's deeply furrowed brow. With a thunderous thud from the Judge's gavel, he issued his decree —***"Ordered to Mediation!"***

Wait…WHAT? NOOOOOOOOOOO! I wish tennis legend John McEnroe—known for his confrontational on-court behavior—had been there to further argue the point on my behalf.

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I received a quick education from Lawyer #5 concerning the Shell Game legal professionals play with discovery documents. I'd brought the requested discovery materials #5 had officially asked me to produce at the Hearing. I assumed she would produce the documents at the Hearing that I had requested from them as well. I expected an exchange of documents afterwards, if not during the Hearing. Silly me…I didn't know what I didn't know. Before we walked out of the Judges chambers, I directly asked #5 about the exchange of documents, but was dismissively told that even though I'd requested the production of documents at the Hearing, that the Hearing had just been "*continued*" until a time after the Mediation, so she wouldn't produce any documents right then. She summarily informed me that the documents I'd requested were not relevant…*thank you pseudo-judge #5*. She didn't show me hers, so I didn't show her mine. In the fol-

lowing days, we dialogued further through emails, but ultimately I had to file a second request for all the discovery materials I'd requested.

Through online research, I'd learned most of what I needed to do and/or file…basically, how to play the legal game. I'd read many articles that indicated the lawyers and judges generally didn't like dealing with us poor Pro Se litigants. We usually didn't know the rules of *their* game and there wasn't much grace extended. As such, I didn't want to get myself in trouble with the Court by not timely producing Lawyer #5's requested discovery documents, so I eventually gave in and sent them the information and materials.

However, the discovery documents I'd requested…*twice*…were simply never Responded or Objected to by #5 through the Court… the documents were just never produced. I eventually learned I had to file a Motion to *Compel* them to produce the documents. Ultimately, the First Production request, the Second Production request and the Motion to Compel Production…were never addressed by the Court. I was left holding an empty "Discovery" bag. I learned another valuable lesson: As a Pro Se litigant, I would get my hand legally slapped if I didn't play by *their* rules, but it was perfectly acceptable if the lawyers in "good standing" with the state bar association didn't play by the same rules. Duly noted…for next time. *[Unfortunately, there was a next time.]*

While I was seeking what I believed where relevant discovery documents, Lawyer #5 was trying to gain access to my Retirement funds. Through our emails, she expressed her need for me to allow her access into the account by signing an Authorization form. I, however, completely disagreed with her accessing that account until the Judge heard the issue and made his ruling. Veeby had previously prepared the official transfer document with Lawyer #2 *[QDRO],* but never had it executed. The amount for Veeby's distribution had already been determined, but #5 then wanted *even more* for her client! That didn't make sense nor seem fair to me. I wanted to present the issue to the Judge before #5 gained access and possibly start messing with those funds.

Here's an excerpt from one of my emails to #5:

> *Lawyer #5—Regarding your [date] email, please be clear that I have not refused to cooperate as you've suggested, but rather have put this specific QDRO issue before the Court in my motion. Since I have requested the Court to take those funds into consideration against outstanding debts, no funds should be taken out of the QDRO until the judge rules on this issue—i.e., whether QDRO funds should be used as reimbursement against amounts owed. I* ***am*** *willing to fill out whatever QDRO paperwork might be needed, but not until the Judge decides how those funds should be utilized. Further, I am not claiming contempt on your client's lack of follow through regarding the QDRO within my motion. As is clearly documented within the motion, there are so many other areas where your client has acted contemptuously… the court can rule on those.*

No amount of email communications or phone calls would satisfy #5's drive to represent her client, so she filed a Motion to Compel against me—to have the Court order me to let them gain access to my Retirement funds—and of course, that I reimburse Veeby for #5's attorney's fees for the hassle. Within the Motion, #5 dramatically claimed I had *refused* to cooperate, trying to make it appear I was being "a pain" and non-compliant. I felt that was very misleading to the court, but I guessed it served #5 to file the fictional account. I was amazed. Basically, anyone can say or claim anything within court documents…however wildly they want. Of course, that doesn't make it truthful.

With a handful of QDRO emails between myself and #5, I filed a Response and Objection to their Motion to Compel.

The volleying back and forth would continue for months. Deuce!

107

Mail Tampering

For several years, Veeby had been messing with my mail. It started way back when everything first hit the fan—when I filed for divorce, then Veeby counter-filed, plus she tossed in a Restraining Order to help in her attempt to "win" the *Game of Divorce*. I didn't understand at the time just how mean and vicious she would become—doing anything and everything she could to simply mess with me. I already had many scars on my heart from our time together, but evidently Veeby wanted to leave a few more slashes…perhaps she hoped I'd bleed out.

One of her first actions after the List of Demands meeting was to change our joint postal box over to just her name. She didn't inform me…she just did. I had no idea she'd done that for several weeks. I was actually waiting for some musical scores to be delivered—it was awkward explaining to the colleague whom had mailed them to me that my soon to be ex-wife had evidently thrown away those relatively expensive editions.

A few months later, I received an email which indicated that a royalty check had been mailed to me, but to the old "taken over" PO Box. I wrote and alerted Veeby, who promised to look for the check with just as much fervor as she was looking for those black monitors. I never received that check and had to have it re-issued.

Several more months went by and a new bookkeeper at one of my regular jobs issued me a check, but mistakenly sent it to the *old* PO Box. It never cleared the bank and they also had to re-issue that check as well.

THREE STRIKES…it was time to act! My first recourse was to file an official Complaint with the Post Office. Veeby received a nicely worded form letter from the United States Postal Service…which kindly asked her to STOP IT. She was instructed to simply give me my mail in the future.

A minimal slap on her wrist.

A year later, I discovered that she never stopped messing with my mail.

As I mentioned in the last chapter, only as Veeby began to gather her documentation together regarding my Motion for Contempt and Enforcement did she finally share some mail that had been sent to my name at "her" address…the old marital house.

She emailed me, *"Please confirm if you have paid your portion"* and simply attached three invoices. She'd withheld some of that mail for NINE MONTHS—by then, the bills were Past Due and had been sent to the Debt Collection Agencies.

All she had to do was send me my mail.

What was that Popeye quote again? Oh, yeah: I'd taken…

"all I could stands and I can't stands no more."

I filed another Complaint with the United States Postal Service.

108

TELL ME WHERE YOU LIVE …IMMEDIATELY

After receiving my Motion for Contempt and Enforcement, it seemed like…I don't know…it seemed like Veeby was a little angry or something…perhaps I was reading too much into the tone within her emails. However, she began to perseverate on my physical address. I didn't understand why this particular thread needed to be beaten any more…I thought that horse was dead.

Veeby sent a couple of pointed emails **DEMANDING** that I tell her what she wanted IMMEDIATELY.

Now, that's no way to treat a Cat…it would normally get you scratched!

In this case, though, I had already graciously given her my physical address several times already. Not yet satisfied, Veeby enlisted the help of her hired gun—I received a diplomatic request from #5:

> *John—I am advised by my client that she does not have a proper address for you. The Parenting Plan and Final Judgment require each of the parents to notify the other of current residential addresses where the child is staying when with that parent. Please provide me with a proper home address for you. Thank you.*

To which I politely responded:

> *Lawyer #5—Regarding your [date] email concerning a "proper address," please be aware that Veeby is being less than truthful with any suggestion that she was not aware nor ever given my address, as explained chronologically below:*
>
> - *When I moved to a new residence in 2009, I alerted Veeby via email the address as I knew it to be at that time:*
>
> *"Effective January 1, 2009, my new address will be*
> *1500 Main Street, [town, state, zip]."*
> - *In early 2009, Veeby's counsel was given my actual address.*
>
> *Issue solved…for more than a year.*
> - *After my surgery in 2010, Veeby drove over to my place to deliver Mark's medicines.*

- *On [date], your client wrote me the following:*

  You have refused to communicate what apartment you live in, 1500 Main Street is the apartment complex you live in not the apartment you live in. It is ***my right*** *and responsibility* ***as his mother*** *to know where Mark is living when he is not with me and is with you.* ***PROVIDE ANSWERS TO THESE QUESTIONS IMMEDIATELY!!!***
- *Independently, Mark and mom spoke…he reminded her of the address. Issued solved.*
- *Then seven (7) months later…after I filed my Motion for Contempt and Enforcement…the issue re-emerged when your client wrote the following: You told me on [date] that you would be moving to a new place on 1/1/09. You sent me an incomplete address. I have asked many times what apartment you live in and you have refused to provide me with that information. You refuse to let me come pick or drop Mark off to you. You need to provide me your full address so I know where Mark lives. I have asked Mark where he lives and he told me you told him not to tell me. In order to avoid putting Mark in the middle, communicate your full address to me* ***immediately****, apartment number included.*
- *Within 20 minutes, I replied and reminded her of* ***Exhibit 49*** *which had been filed within my Motion and states:*

  "I'm sure you were provided with my address through your Lawyer #3 way back when. On the outside chance you didn't keep the court document, my apartment address remains 1517. However, any mail correspondence is received at the office address, 1500 Main Street or my PO Box address—I do not receive mail at my apartment."
- *Then yesterday I received your email indicating Veeby is yet again claiming she does not have my address:*

  I am advised by my client that she does not have a proper address for you. The Parenting Plan and Final Judgment require each of the parents to notify the other of current residential addresses where the child is staying when with that parent. Please provide me with a proper home address for you. Thank you.
- *Yesterday, I texted Mark to verify that he had indeed reminded mom of the address…which he confirmed:*

  Mark—Mom's new lawyer is saying mom doesn't know our address...again? You told her several months ago, right?

  Reply: LOL…What? That's just silly!

SO*, if Veeby were to fill out an envelope with a "proper address" it would look like the following:*

John
1517 Main Street
Town, State, Zip

Of course, I would ***not*** *receive that piece of mail, since…as I've previously written…all of my mail goes to my PO Box, and/or physical shipments go to 1500 Main Street. That is:*
John
PO Box ###
Town, State, Zip
…or…
John
1500 Main Street
Town, State, Zip

My address has been given to Veeby many times. I have provided, previous counsel has provided, Mark has reminded, Veeby has driven here, yet evidently it has remained elusive in her understanding.

I would be truly appreciative if you'd kindly clarify with Veeby…yet again…that my address remains 1517 Main Street.

Thank you for your assistance with this matter.

There! That should finally end that thread…whew!

Wait…WHAT? It's still not over? Nope! Evidently the horse was only laying down on its side, but let out another groan…as did I when I received the following email from #5:

John—However, you have not provided an apartment unit number which needs to be provided.

Really? Again, with the non-existent apartment number? I lived in an apartment complex, but there **were no apartment numbers**. I thought I'd made that abundantly clear. Each apartment had it's own unique address, which I'd given Veeby multiple times. Once more, from the top:

Lawyer #5—There is NO apartment number.
My address is exactly 1517 Main Street.
Have a nice day.

Come on, come on—I needed confirmation that the poor horse had been put out of its misery. I finally received:

John—Thank you for the reply.

IMMEDIATELY, there was a loud…**BANG**!

I symbolically blew the smoke rising from the tip of the gun's barrel. NOW, the horse was dead.

Everyone please dismount the dead horse.

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Bad Reaction…Almost Died …but I Sent You an Email

It could be said that my perspective was an over-reaction. Of course, it could be said that my expectations were justified. Here's how it felt to me:

Our Sick Puppy had a medical procedure one morning…on a day that mom had him. Mark and I had previously agreed that mom would just take him and there was really no need for me to be there. Around noon, I finally received an update from Mark. He called and said, *"Mom told you about my reaction to the medicine, right?"*

Wait…WHAT? NO, of course not! *"What happened, son?"*

He proceeded to explain the experience the best he could—how he'd basically gone into shock or something while the doctors were giving him some new drug, he passed out and they had to do some emergency intervention to set things right again.

Eventually, I received an email from Veeby:

> *John—Mark had a very bad reaction to his medical treatment today. They have been in contact with Dr. Two who has ordered it stopped and we are now waiting for a lab kit to draw blood to determine if he has developed resistance to the medicine.*

I was working away from home that particular morning and didn't see her email until much later in the day. She used her "smart phone" to type me those words, but she didn't *text* me the information…she sent it to my *email* address. I *didn't* have a "smart phone" at that time and therefore didn't have my emails "pushed" to my device. Yet, I would have received her TEXT on my cell phone immediately. Veeby was aware of that subtle detail.

I believe she purposefully did not text me that Mark was having a bad reaction, because she knew I would have dropped everything and GONE THERE immediately. Instead, she typed the information on her cell phone, and elected to send it as an email instead of as a text message.

I was ticked, but Veeby had covered her butt by sending the email. I encouraged her to let me know differently in the future:

> *Veeby—The next time Mark has any kind of health scare, please ALSO alert me via text. I did not receive your email until several hours after he had the "very bad reaction" since I was away from my computer. I do not have a "smart phone" that forwards my email to me. I only found out* ***from Mark*** *that he'd had an issue with his procedure. Important health concerns should be sent to* ***both*** *my cell phone and email, please.*

God forbid something horrible were to really happen to one of our children. I'm sure I'd read about it in the newspaper before I heard about it from the Vexatious B*tch.

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Mediation #2

After the Judge **sentenced** us to go to Mediation…I received the Mediation Order, which stated we each needed to prepare and send a Summary Statement to the mediator a week before the scheduled date, plus make our payment. I dutifully sent in my payment and the following Summary Statement:

> *Mediator—I am writing a brief summation regarding my Motion for Contempt and Enforcement, scheduled for Mediation on [date/time]. I am also attaching my opening remarks to the Judge from the Hearing on for your perusal. As evidenced within the Motion and supporting Exhibits, Veeby is alleged to have acted contemptuously. I suspect the Judge will need to rule on those allegations later. However, several outstanding issues remain:*
>
> *NON-COVERED MEDICAL EXPENSES: Veeby needs to pay her 50% portion of Non-Covered Medical Expenses, which now totals more than $5000 for providers, plus an additional $15,000 reimbursement amount due back to me. She claims she doesn't owe for any of these expenses, and has to date paid minuscule amounts.*
>
> *RETIREMENT: Veeby is trying to finalize and withdraw funds through a QDRO, but within the current Motion I've asked the Judge to rule on this before that occurs, considering she owes me significant amounts awarded in the Final Judgment and medical reimbursements. While Veeby is entitled to 50% of Retirement funds per the MSA, she has NOT yet finalized the QDRO. Her inaction has placed an Administrative Hold on Retirement funds.*
>
> *UNJUST ENRICHMENT: I fully expect Veeby to make this claim regarding Final Judgment awards and other reimbursements. I am prepared to discuss this more fully. Veeby does not want to reimburse me for:*
>
> - *Home Equity Line of Credit [HELOC] payments;*
> - *Guardian ad Litem's [Final Report] payment;*
> - *Medical payments; and*
> - *Attorney Fees awarded.*
>
> *LACK OF Veeby FUNDS: Veeby will claim lack of funds, yet the Judge found her to have* ***"significantly under-reported her income"*** *as stated within the Final Judgment. I believe she continues to not fully report her income. At last month's Hearing, Veeby claimed she only made $13K/year by omitting direct-payments she receives in cash and checks from her clients.*

- *Veeby claims she has "no credit" to pay for anything, yet has funds to hire Counsel to represent her in this matter.*
  - If only she would have just taken the same funds and paid the medical providers!
- *Veeby has been* ***Foreclosed*** *on the marital home, where she still resides. She has told the neighbors that she is no longer paying the mortgage.*
- *Veeby has now* ***remarried****.*
- *Veeby has purposefully remained under-employed—refusing to get an additional job to generate additional income.*

RESOLUTION OPTIONS:

- *Immediately pay PAST DUE amounts to medical providers.*
- *Begin to pay down her portion of past Non-Covered Medical Expenses to medical providers.*
- *Reimburse me for past Non-Covered Medical Expenses and/or temporarily modify IDO.*
- *Agree to use a Parental Coordinator until Mark graduates from high school.*

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At 3 pm on the day before Mediation, my former attorney, Carol, forwarded an email to me from the Court which contained additional instructions. The email stated I was to pay for mediation services ahead of time, but I couldn't pay with a check—*which I'd already snail mailed in the week before*—jeez!! So, the morning of mediation, *while I was driving to the courthouse,* I received a call from the Mediation Office. My check had been received, but was paper clipped inside a folder. They wanted me to go to some other office in their building to make the payment via credit card before coming upstairs for Mediation. They would then return my check.

Well, I'd left my place at 10 am, arrived to the courthouse about 10:30 *[after parking],* but Mediation was scheduled to begin at 11 am. I asked an officer in the lobby where to go to pay? He said, "*Room 130…over there*." So, I went and stood in a long line, that didn't move, and had no air circulating, for 30 minutes. I was all suited up, carrying all my court documents and was sweating profusely in the hot room. About five minutes before 11 am, I texted Veeby to let them know I was standing in line to pay. She never replied *[of course],* nor told anyone *[I later found out].* Finally, the line moved, I got to the front window to pay…and, the clerk said I was in the wrong line. That line

was only for traffic offenses and I should go to a different room. FORGET THAT!

I took the elevator up several floors and found the Mediation offices. Veeby, Lawyer #5 and her assistant were already sitting there. #5 was in the process of calling me *[since Veeby had* ***not*** *alerted her as to my earlier text]*. The Mediation staff tried to return my check, but were very unhappy that I had not paid. I reassured them *I would pay.* I suggested we begin mediation and I'd pay afterwards. They would *not* do that, even though they had my check in their hands. Their manager finally gave permission to begin, but I was to go pay when the Mediator "caucused" with the other party. Then, the receptionist asked me if I'd filled out the "Intake Forms?"

Wait…WHAT? I answered, *"No…I never received any Forms." "Well, we need you to fill out these forms before we can begin."* I stated that it sure would have been nice to have had the forms sent to me ahead of time, so I could have come in all prepared…DUH. So, Veeby, #5 and her assistant continued to sit there for another five minutes while I wrote out my name, the children's names, and all the other stupid and redundant information that their office already had on me/us within their computer system. It was an absolutely stupid waste of time *[ask me how it made me feel]*.

• • • • •

The Mediator guy was nice enough. Once I'd completed the paperwork, he walked us to some room…winding us all around the labyrinth of hallways. The three ladies ended up sitting on one side of the table, opposite just me on the other side. I was still all hot and sweaty from having stood and waited in that long line to pay…and was all flustered that I had not been able to relax and focus before the Mediation *[like I'd planned, by arriving 30 minutes prior to the scheduled time]*. Then, I had to sit across a table from the folded arms and scowl faced Veeby…jeez! Oh, what a beautiful morning!

The Mediator asked *me* to "go first"—*"What did I hope to accomplish in the meeting?"* I felt a little frustrated. I told him I'd written it all out in the previously submitted Summary Statement. He said, *"Just go ahead and recap it for me"*…like he hadn't even read the dumb thing I'd prepared ahead of time. Again, I was flustered and just *didn't want to*

be there…nor speak my true thoughts. I didn't want to state out loud that I thought this was a big waste of time. It had turned into the same dance steps I was all too familiar with—I would say "black" and therefore Veeby would say "white" and there simply wouldn't be any compromise…period. My 33+ years of being in relationship with Veeby had taught me that not one darn meaningful issue was about to be addressed.

Lawyer #5 then offered to speak…thank goodness. After a few moments, I was released to go pay the dumb fee while the mediator caucused with Team Veeby. Finally successful and with a receipt of payment in hand, I was allowed back into the room. I had already observed Veeby's demeanor earlier in the mediation, so I asked the mediator if Veeby could sit and wait just outside the door in the hallway, with #5's assistant. I simply didn't want to tolerate her smirks and grunts…and certainly didn't want her flipping me off again. My request was allowed—Veeby left the room. Finally, the mediator, #5 and myself were able to get down to some of the tasks at hand.

All the financial obligations…to the medical providers and reimbursements to myself…*weren't even discussed*. We had differing points of view and would need to allow the Judge to rule…*[hadn't I already asked the Judge to do just that within my Motion?]*. Instead, the focus centered on how Veeby and I weren't *"effectively communicating"*…so, #5 suggested trying some online site *[DivorcedParentsWizard.com]* to make our communications more official…and time/date stamped. *Whatever*—I wasn't anticipating any huge change. Veeby knew how to communicate when she wanted to, but just usually wouldn't. **I agreed to try the site for a year** and see how it went.

The Retirement fund division was discussed. It seemed that even though the valuation to Veeby had already been figured out several years prior—and even though Veeby had never filed the QDRO to get her portion of those funds—her portion had been growing and accumulating interest, even while it was setting in *my* account. I had researched that concept a little more prior to mediation and understood the issue better. I agreed to sign the Authorization Form, which would allow #5 to calculate a new *[higher]* amount that Veeby would be allowed to withdraw from my Retirement fund. Oh joy!

Although unclear to me at the time, it was very important for #5 to clarify a primary mailing address for our children. Even though we had a 50/50 Parenting Plan in place, Veeby wanted *her* address used for official stuff. *Whatever*—as long as it didn't mess with my ability to have access to the kids and any needed information…sure, *whatever*.

Similarly, Veeby already had my insurance cards for Noelle and Mark, but she suddenly needed to have a copy of the actual health insurance policy. Again, sure…*whatever*.

So those were the very unimportant points that were "mediated"…which resulted in a new PARTIAL MEDIATION AGREEMENT—and completely side-stepped the "meatier" financial issues.

Several weeks later, the Court signed and adopted the newly created Partial Mediation Agreement…*[did I mention I thought it was a complete and utter waste of time…and a bit "dry" for my taste?]*. The sheer silliness that Veeby didn't want to communicate or deal with me in anyway—yet she was willing to spend more money to email communications via a third party site? Even so, there would be no one monitoring our communications or lack thereof. The only threat was that those communications could be printed and produced to the court if needed. How was that any different than the regular date/time stamped emails we had already been generating? It was silliness… again, *whatever*.

• • • • •

I quickly figured out that without any court supervision, Veeby wouldn't "do" *DivorcedParentsWizard* civilly or correctly, so I eventually filed a MOTION FOR COURT APPOINTED SUPERVISION WITHIN "DIVORCEDPARENTSWIZARD.COM" COMMUNICATIONS. I specifically mentioned that while we'd agreed to give the new communications website a whirl, there remained no accountability, and without the Court's oversight, there would be no apparent benefit or difference from when we simply used regular email.

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Free Lunch

There ain't no such thing as a Free Lunch, but Veeby figured out a way. I knew *something* was going on behind the scenes—I simply felt it—but the letter from the School District was my confirmation. Evidently, Veeby had tried to place the children into the Medicaid system…*of course*, without mentioning anything about that to me. As best as I could later piece together, once they were in "the system," the government automatically alerted the School District, who then qualified Mark to be part of the Free Lunch program.

The letter:

> ***To the parent or legal guardian of Mark:***
> *Dear Parent/Guardian: We want to let you know that the student listed above will receive free breakfasts and lunches at school because a household member receives [state] PANS, NFAT or RDPI benefits.*
> ***APPROVED FOR FREE MEALS***

What now? I couldn't even imagine:

> *Veeby—Please explain what this is?*
> *Which program is Mark enrolled in?*
> *Any sharing of information would be helpful.*
>
> • • • • •
>
> *John—I have not received any information about this. When I called the School District's Food and Nutrition Office I was told I do not have access to Mark's information because* ***you*** *filled out his school forms as head of household and I have not been included on the enrollment forms. Please make appropriate changes to Mark's school enrollment form and list me on that form so I may have access to Mark's school information.*

A feeling of familiarity washed over me…I knew I'd been there before. Once more, Veeby had determined and therefore decreed that *somehow I'd messed up*. When something wasn't working correctly or to her liking, the Queen automatically raised her finger and pointed in my general direction. The finality of her scepter's thud confirmed to all in the royal hall that…somehow *"HE filled out the school*

enrollment forms wrong!" The audible gasp from her faithful subjects was heard throughout the kingdom.

I took quill to email parchment and replied as follows:

> *Veeby—I filled out all the school forms* ***correctly****, listing you as Mark's mother when the form asked for that information, including the Emergency Contact Form. I cannot speak to what you were informed or what you heard, but I filled out all their requested forms accurately, so there's nothing to change or correct regarding Mark's school enrollment forms. As Co-Parent, you should have access to his records per the MSA, just as I do.*
>
> *The School District's Food and Nutrition Office informed me that because you've applied for and are receiving Medicaid assistance, it's an automatic alert within their system to issue the Free Meals benefit. Mark simply needs to input his Cafeteria Code number to access the Free Meal program. I've confirmed with the school that all enrollment paperwork was done correctly. You <u>are</u> in their system as having full access to Mark's information as needed. I don't know why the Food and Nutrition Office wouldn't allow you access. That's all I know on this subject.*

It never really mattered what I wrote, how logically I presented the information or how well I'd researched the area of concern in an attempt to remedy whatever the current "problem" was. Veeby simply didn't hear me, I would *always* remain at fault:

> *John—The School District's Food and Nutrition program cannot give me any information because you listed yourself as the head of household parent for Mark at his school. Even though at his school you listed me as the second parent contact, the School District will not give me any information on Mark. My address is to be designated as Mark's address for school purposes. Please remedy this ASAP.*

I intercepted one of the Queen's carrier pigeons, scratched out one last note to Her Majesty, attached it to the bird's leg and sent him flying back:

> *Veeby—I've shared with you the information the Food and Nutrition Office told me [email above]. Nothing further needs to be done regarding that thread. None of our legal documents mention anything about a designation of mother's address to be used for school purposes. I listed both your and my address correctly on school forms. You are in the school's system as having access to Mark's school information. There is nothing that needs to be remedied.*

Be mindful that the Free Lunch program email exchange *[above]* took place *prior* to Mediation #2. Only after Mediation did it become more apparent why Veeby wanted Mark's address to be listed as hers…***"for school or other legal purposes."***

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Holidays with a Parenting Plan

Holidays with a ratified Parenting Plan adopted by the Court was supposed to provide a smoother and less stressful time period for all parties involved. I was so looking forward to a more relaxing Winter Break, since we wouldn't have to bicker over all the little details. Of course, there was that "Veeby" element to always factor in, so who knew?

Thanksgiving…had *thankfully* become an annually alternating holiday. However, the wording within the Parenting Plan was a little peculiar. It alternated the even/odd years between mother/father, but then stated the beginning/ending time was ***"from Wednesday after school until Sunday 5 pm."*** My regular time-sharing with Mark was weekly on Mondays/Tuesdays. Since he would be over at my place that year during the longer Thanksgiving weekend, it seemed easier on Mark to simply let him stay overnight at my place on Sunday, since he would be returning after school on Monday. If the situation were reversed, that's how I would handle it. However, Veeby elected to claim him for the few hours before bedtime that Sunday evening:

> *John—Per Parenting Plan, Thanksgiving holiday will end on Sunday at 5 pm. Sunday [date] is my normal Sunday. I will expect Mark back at my house that Sunday at 5 pm or I can pick him up from your place.*

Plus, just to make sure I "*got it*", she sent an extremely rare follow-up email:

> *John—As I stated in the email I sent you on [date], I am expecting Mark at my house on Sunday by 5 pm as required in Parenting Plan.*

Mark and I discussed the options—whether to follow the letter of the law [*Parenting Plan*], or we considered if he might just ask mom to let him spend Sunday night at my place. In the end, we chose to maintain the normal family dynamic by deferring to mom's wishes. There was usually a lot less screaming involved.

• • • • •

I tried to anticipate the Winter Break split by writing Veeby:

Veeby—The school Winter Break runs from no school on Friday, [date] through school resuming on Monday, [date]. There are 17 days of Winter Break. You are to have Mark the first half of Winter Break this year, per the Parenting Plan.

Christmas Day: I will pick up Mark at noon so he and I may celebrate our Christmas time together, then I will bring him back over to your place to finish his first half of Winter Break. My holiday plans are still forming, but I'm tentatively planning on picking up Mark at noon on Saturday, [date]. This is the split point of Winter Break, allowing each of us enjoying 8.5 days of Mark's time. Regular schedule then resumes when school returns.

Her reply again quoted from the Parenting Plan…[*but contained inaccurate dates*]:

John—Given that you will have Mark on the weekend prior to Thanksgiving…Thanksgiving weekend and then the next regularly scheduled weekend…this would result in you having Mark three weekends in a row. According to the Parenting Plan we will exchange the following weekends so that I will have Mark for two weekends in a row.

I learned to read at an early age, so I'd anticipated her response:

Veeby—I had already looked ahead…and saw this as an option you might elect. However, you've written the dates incorrectly in your email. Thanksgiving is on [date], so you are actually wanting to swap the following weekend. Again, this is per the Parenting Plan and acceptable. Then your two weekends in a row are actually [dates]. The following weekend then begins the Winter Break division.

Just note that this swapping schedule runs into the Winter Break schedule which then has YOU having Mark for three weekends in a row.

Again, Mark and I discussed that it would be much simpler if we just allowed mom those three weekends in a row…he and I would be "good" forever.

• • • • •

One of the television shows Mark and I regularly watched was going to have a special two hour event during the holidays. Since I had developed an inordinate capacity to receive rejection, I reached out to Veeby:

Veeby—Mark and I have watched all the episodes of the TV series [title] over here at our place. The next episode is a special two hour event, airing this coming Sunday evening from 9-11 pm. Mark and I are aware that he is

scheduled to be with you next Sunday, but we would appreciate the courtesy of his coming over here next Sunday to watch the show, then just spend the night [since it will be late] and go to school the next day. It would work in my schedule if I could pick him up at 7 pm…so we'll have time to eat before. Would this be agreeable?

The weather had gotten a little milder during the holidays, so all the windows were opened around the apartment. I heard a loud **shriek** from across town…that was closely followed by tremendously loud belly **laughter**…all of which occurred just before I received her reply:

*John—Noelle, Mark and I have plans for this Sunday evening. Mark will **not** be able to go to your home from 9-11 pm to watch your little show with you.*

Alas…she was consistent.

113

Incompetent Wizarding

The John D. Wattson Dictionary lists the following definition of **Incompetent Wizarding**:

"The inability to pay attention to the details and/or communicate effectively when utilizing DivorcedParentsWizard.com."

Once Veeby was served with my Motion for Contempt and Enforcement, she was then forced to deal with all those non-covered medical expense receipts I had so meticulously sent her through the previous months. As a result of Mediation #2, we agreed to try the online communication tool "*DivorcedParentsWizard.com*" for a year—to see if that might help. Unfortunately, Veeby's skill set did not include paying attention to the details, so she proceeded to completely muck up the reimbursement process.

Generally, when learning about the concept of "the wheel"—unless a revolutionary new prototype has been created, the regular round one works just fine. Also known as, "*if it ain't broke, don't fix it.*"

On the last very last day of the year, Veeby input 32 individual non-covered medical expenses into the new *DivorcedParentsWizard* system. I was not only surprised that she attempted such a feat, but also astounded that she basically tried to recreate the very detailed and accurate spreadsheet I'd previously generated and shared… which already listed her and my division of those same expenses. However, I was not surprised that the attempt only created a **mess**. Additionally, she requested that I upload copies of any receipts she didn't have, which was the entirety of what I had previously sent her. Seemingly, she hadn't kept *any* of those receipts or emails—almost like she didn't care and had no intent of reimbursement. Wow!

Fourteen of those 32 entries had already been dealt with and/or reimbursed prior to our using *DivorcedParentsWizard*…and were no long at issue. She entered them anyway. Two entries were duplicated. One entry was actually for an amount Veeby owed *me*, but input incorrectly as the opposite. I had previously asked Veeby to share her

medical receipts monthly, so I could keep the spreadsheet current. Dealing with 32 expenses all at once was not ideal. Her recreation of the reimbursement wheel completely dismissed my previous "good will" in which I'd forgiven some of the monies she owed to me. Also, Veeby did not upload or attach any receipts or helpful information. She simply created entries with amounts she thought I owed her so, I had to ask for the validating receipts.

Further, Veeby included medical expenses for Noelle, but she purposefully did not divide those outstanding amounts between us. Although most of Noelle's expenses were for treatments received after she'd turned 18, Veeby somehow concluded that I was 100% responsible for those expenses. Conveniently, adding Noelle's expenses padded Veeby's version of the expense spreadsheet. Interestingly, while Veeby had previously written profusely about being *"totally devoted to our children,"* when it came to her payment for their medical expenses, she gladly took the Child Support money *[from me]* but then withheld financial reimbursements or contributions to their care. Evidently, the children were "ours" as long as I was the only parent paying.

Over the next several months and leading up to a hearing before the Judge…Veeby continued to add new expenses to her *DivorcedParentsWizard* spreadsheet. On a different occasion, she once again uploaded 33 expenses at one sitting. Unfortunately, 12 of *those* entries had been previously reimbursed, which only further muddied the reimbursement waters. In my correspondence back to her, I requested that she please go back online and delete all the duplicates.

I eventually figured out this was Veeby's newest version of the *Game of Divorce*…the "let's recreate the entire non-covered medical expenses spreadsheet online" edition. So, I began to play. I uploaded the original spreadsheet entries into the *DivorcedParentsWizard* site.

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However, one of the "rules" I came to understand was that if Veeby didn't *like* one of the expenses I'd just entered, she would lay down her REJECTION CARD, claiming the expense was invalid. There was never a "WHY"—just a flat out rejection. I couldn't locate my copy of the Rule Book—which explained this newest modification of the *Game of Divorce* Veeby was now playing—so I wrote her:

Veeby—Would you like to add ANY written communication as to your rationale for simply "Rejecting" the [dated] expense? I'm not a mind reader. It's a legitimate expense, with receipts previously provided. Please share why you think it's not valid.

I couldn't awaken from the maddening nightmare. Just like the familiar dance steps in our relationship, it didn't matter that I had already created the spreadsheet with great care and detail. She was seemingly not going to believe it, and would have to do it all over again…herself. Veeby wrote emails like:

John—Medical expenses before [date] have not been dealt with. The calculations you made in your email of [date] are flawed and include many inaccuracies which will need to be addressed in court.

To which I replied:

Veeby—10 months ago—when you received my [date] accounting letter—would have been the time to alert me as to any flaws or inaccuracies you questioned in my calculations. I remain open to further discussions as to your assertions, while remaining confident in the accuracy of the receipts. However, the Court will probably not want to take it's time to go over each line of the excessive amount of entries for 2010. That would be best done BEFORE COURT—with your lawyer present.

Over and over again, she requested through *DivorcedParentsWizard* that I send her receipts for medical expenses—receipts that I had already sent her. I replied and sent every receipt requested, but it was just infuriating. Eventually, the storage area on the *DivorcedParents-Wizard* was full…so I wrote Lawyer #5:

Lawyer #5—The free storage area for receipts is full. I am no longer able to upload your client's multiple receipt requests within the DivorcedParents-Wizard site until additional space is purchased. It is also my understanding that files uploaded cannot be deleted. Seeing that the majority of receipt requests have come from your client…and I have fulfilled all requests…I feel she should purchase any additional space needed if she would like to continue to use the DivorcedParentsWizard service. One of the main advantages of continuing to use the DivorcedParentsWizard site is their permanence and time stamping correspondence. It is hoped that this would eliminate future "receipts never received" type emails. As a courtesy, I am providing the receipts requested [above] attached with this email correspondence. These receipts verify that they were sent in a timely manner.

I wanted to wake up…to clear blue skies and a clean slate of reimbursed expenses. However, the spreadsheet spells cast by Veeby at the end of that year swirled into the next…and created a magical smoke screen that was even harder to see through.

2011

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I Ain't Payin' Nuttin'

The next time I drove Mark over to Veeby's place…diagonally spray painted across the garage door were the words:

I AIN'T PAYIN' NUTTIN'

All right…in truth, perhaps those words *weren't* **visible** on the garage door—but it felt that her behaviors and actions relayed those sentiments. Indeed, they appeared to be her latest mantra. It wasn't that she didn't have money—I believed she was squirreling hers away. I believed she simply thought that I should pay for all of it, even though we were together for 33+ years and she knew my finances…like I knew hers. My income was not like some big business executive…I was a musician. However, she suddenly expected my income to be limitless and help her to "*live in the style to which she'd like to become accustomed."* On more than one occasion, Veeby had expressed her disappointment that I hadn't *"made it big"* in the music industry. Hey, me too! *[yet]*

It wasn't just the latest medical expenses. Veeby's attitude reached all the way back to her initial decision to end us and her asking me to move out of "our" home. She wanted the house, which she could never afford herself, but then proceeded to not pay for the service providers or utilities. A few months after I moved out, I happened to run into the pool service provider who informed me he had not been paid for the last several months. He had taken good care of us for many years, so I went ahead and paid the man on her behalf.

I had the same experience with the pest control provider, so I paid the man. I had the same experience with the lawn service provider, so I paid them. Each of them had tried to contact Veeby and she either wouldn't return their calls or were told to talk to her "Ex" for payment. I wasn't rolling in the dough, but I felt the need to do the right thing. While she screamed she wanted the house and then received the house, Veeby wouldn't pay for the upkeep of the house.

I had a similar experience with the electric bill at "her" house. Veeby wouldn't pay any bill with my name on the account even though she was living in the house—even though at that time, I was still paying her the original 55/45 split of expenses. On top of paying my 55%, I paid off the electric bill, too. Thank goodness she eventually put all those accounts in just her name.

So, during the time period that I was paying the pool guy, the pest guy, the lawn company, the electric bill, the boy's health insurance, Eliana's car insurance, all their cell phones, and Noelle's braces… Veeby was openly calling me a deadbeat dad. Nope, I don't think so! That just wasn't correct.

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With that backdrop, she continued the same display of careless disregard for the medical service providers—and a growing list of Sick Puppy non-covered medical expenses—all of which we had agreed to split 50/50 through our MSA. I kept track of those expenses for us, scanned the receipts and always sent Veeby copies of everything for her files. Then I became aware that apparently she didn't keep any of it. Veeby's actions illuminated her mindset at the time—she simply had no intention on paying any of those expenses.

If looked at closely, the actual amounts Veeby owed to various medical providers or for reimbursement, weren't really too large. When compared to the money she was spending on her nice clothes, restaurants and vacations, I believed she could have easily taken care of her portion of those medical expenses by simply making different choices with her money. I believed her not paying those medical expenses was just more vindictive behavior, and a terrible way to represent herself in the world.

I took my role as father, protector, provider and Co-Parent seriously. I very conscientiously paid my half of expenses and then sent Veeby all the information, including the remaining amount which was her responsibility. However, with middle fingers seemingly raised high on both hands, Veeby silently seemed to proclaim:

I ain't gonna pay the $1.54

$6.48—*I ain't gonna pay it*

I ain't gonna pay the $12.92

$43.75—*I ain't gonna pay it*

I ain't gonna pay the $89.50

$95.77—*I ain't gonna pay it*

I ain't gonna pay the $22.03

$80.00—*I ain't gonna pay it*

I ain't gonna pay the $73.79

$190.15—*I ain't gonna pay it*

I ain't gonna pay the $89.50

$38.00—*I ain't gonna pay it*

I ain't gonna pay the $65.28

$6.48—*I ain't gonna pay it*

I ain't gonna pay the $212.50

$95.77—*I ain't gonna pay it*

I ain't gonna pay the $87.96

$854.50—*I ain't gonna pay it*

I ain't gonna pay the $73.10

$16.18—*I ain't gonna pay it*

I ain't gonna pay the $57.27

$87.00—*I ain't gonna pay it*

I ain't gonna pay the $138.90

$6.62—*I ain't gonna pay it*

I ain't gonna pay the $22.02

$89.50—*I ain't gonna pay it*

I ain't gonna pay the $58.12

$95.77—*I ain't gonna pay it*

I ain't gonna pay the $43.75

$34.32—*I ain't gonna pay it*

I ain't gonna pay the $87.96

$22.00—*I ain't gonna pay it*

I ain't gonna pay the $12.92

$95.77—*I ain't gonna pay it*

I ain't gonna pay the $33.42

$22.28—*I ain't gonna pay it*

I ain't gonna pay the $49.84

$68.91—*I ain't gonna pay it*

I ain't gonna pay the $89.50

$36.20—*I ain't gonna pay it*

Or the stinkin' $6.48…**I Ain't Payin' Nuttin'!!**

• • • • •

When lumped together, all of those expenses might seem overwhelming. However, those expenses occurred a little at a time…and Veeby simply refused to deal with them. They were just "bills"—just normal life expenses we all have to deal with. Within several emails, I encouraged her to pay *something* to the providers—even little amounts at a time. I believed that type of gesture would not only show she was taking responsibility for her portion, but would truly be an expression of her total devotion to her children. Instead, it proved far simpler for Veeby to scream in front of the kids that I had "crappy" health insurance. Simply put, Veeby had to pay 50% of the annual deductible towards the medical care of our children, and she wasn't happy about that at all.

Not only was she not paying her portion, but when the providers received my payments but still had *her* portion outstanding, they all kept calling *me*, looking for the other half. The children's health insurance was MY policy—it was in my name, so I was considered the "Guarantor" and ultimately responsible for all outstanding amounts. No one cared that I had a separate MSA agreement with Veeby stating she was responsible for 50%. I fielded the provider's calls, sent Veeby email reminders of their calls, sent out explanatory letters to the providers, etc. Eventually, outstanding amounts were placed with Debt Collection Agencies. I wasn't too worried about a bad credit rating…I'd just gone through Bankruptcy. Yet, I was also trying to rebuild and repair my credit history. Veeby was not honoring the MSA by paying her portion, which negatively affected my credit. I couldn't win for losing.

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The wheels of justice do move forward…they just usually grind slowly. As such, we were eventually scheduled for what is known as a Case Management Conference. Within my opening statement I reminded the Judge that while I had tried to discuss and negotiate a resolution to the multiple outstanding issues, that we simply couldn't move forward until he made a determination whether his original Final Judgment was valid or not. I felt Veeby had blatantly

ignored his Final Judgment, made no effort to repay the awarded amounts as directed and should therefore be found in Contempt.

[Weird to write the above words or think those thoughts regarding someone I'd partnered with for 33+ years.]

I pointed out the Exhibits that clearly stated *in her own words* that she did not accept his rulings regarding reimbursements, nor would she pay her portion of our children's medical expenses. If Veeby had followed the Judge's Orders, I would have already been repaid for my out-of-pocket expenses. I believed that any prior amounts awarded within the Final Judgment were owed and should not be negotiable.

I believed Veeby was once again acting like an ostrich…sticking her head in the sand…hoping that the amounts she owed would just go away on their own. I wanted to believe that such a blatant injustice would not be tolerated by the Judge and that he would set things right.

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Medicaid…REALLY?

Within Mediation #2, I agreed that, ***"The Mother's address shall be designated for school or other legal purposes."*** I also agreed to let Veeby have more access to my health insurance plan regarding Mark's coverage. When I made those agreements, I didn't know what Veeby had up her sleeve. Receiving word about the free lunch program for Mark was my first clue.

I had been trying to coordinate purchasing some medications for Mark, when Veeby finally began unveiling portions of her master plan:

> *John—Mark has two medicines left, then he will be covered by SMC, the Medicaid plan for children with Sick Puppy conditions. He has been approved. I will send you his ID cards and information when I receive them. I was told he is covered under straight Medicaid in this month.*

Closely followed by:

> *John—Mark saw the doctor and is covered under straight Medicaid now so if you receive a bill for this visit, you should email it to me so I can submit it to Medicaid.* ***You will need to cancel his health insurance policy you've been providing.***

Here we go again! I knew Veeby thought I had "crappy" health insurance for the children, the vile words she'd spewed to the kids and everyone in the waiting room of Dr. One months before. However, the reality was the coverage was actually a *better* plan than when we'd been married. The situation had simply changed, since we needed to access the policy's benefits much more since Mark was considered a Sick Puppy. Evidently, Veeby applied for Medicaid and had somehow received approval. I didn't understand how that could have happened. Without any coordination or communication with me, Veeby just DID. I began researching the eligibility qualifications for the Medicaid program…and then expressed my concerns to Veeby via email:

> *Veeby—I have concerns about your proposed Medicaid health care coverage for both Noelle and Mark. I need much more information. I am not comfort-*

able with this at all. My concern is not just about the financial responsibility aspects, but also:

- *The longevity of their coverage?*
- *What specific programs they've been enrolled in?*
- *Whether they will be eligible to continue to receive the best health care possible as they are now allowed through my private health insurance?*
- *Whether Mark will be allowed to continue receiving his special medicine and other expensive drugs needed, or will he have to settle for whatever the government health care system tells him he can have for free?*
- *How you've even qualified given the Department of Revenue is aware you currently receive significant Child Support?*
- *How does this affect Noelle and when does she potentially bounce out of the program? Staying in my private health insurance allows her to be covered until she's 26 without concern.*

I need more information. I will NOT be simply canceling the health insurance for our children as you've suggested I do until you supply me with more information. I FEEL that you've once again made a unilateral decision this time regarding health insurance for the kids ***without consulting me****. However, I am not yet convinced this is in the best interest of either of our minor children. I need more information.*

If their regular medical providers are not on the Medicaid approved provider list, the kids will have to change doctors. Does Medicaid control which medicines they'll pay for, or what their providers can prescribe? Will Mark still be able to get his special medicine and have Medicaid pay for it in advance?

I need more information as soon as possible, please.

I expressed my concerns with Lawyer #5 as well—and she kindly explained Veeby's thoughts regarding Medicaid as a better option for our children. THAT is what had been going on behind the scenes. I was dumbfounded why Veeby would not simply inform me. However, I had an additional concern—our MSA clearly stated that I was responsible for providing health coverage for the children. Lawyer #5 suggested we create an "Agreed Order" between parties that would change the responsibility for the children's health insurance over to Veeby. That's what we ended up doing. When we took the Agreed Order before the Judge for his signature, he was shocked! He stated most of our society was trying to help folks get OUT of the Medicaid program yet Veeby was trying to get her kids INTO the program. I completely agreed—it didn't make sense to me either.

The wording of the Agreed Order simply added the following to our existing MSA: ***"John shall not be responsible to provide health***

insurance for the minor child, Mark for any period where the child is enrolled and eligible for insurance through Medicaid." In the end, even though the Judge disapproved of Veeby's tactic, he signed the Agreed Order. With her plan coming to fruition, Veeby began to shed more light on the details:

> *John—As I stated previously, Mark has been enrolled in SMC insurance through the Medicaid program. Dr. Zero is his primary care physician. Dr. Two will continue to be his doctor. Her office is used to dealing with SMC as is the local hospital. Mark's special medication will be ordered by Dr. Two's office through SMC insurance.*
>
> *Noelle and Mark were originally enrolled in Medicaid when I applied for both of them in May, 2010. Through December, 2010 they were in the medically needy/share of cost program. Since December, 2010 they have become eligible for continuous Medicaid insurance and both are now enrolled through private insurance companies. Again, Mark is enrolled in SMC insurance.*
>
> *The State is completely aware of my financial situation, including the child support I receive.*
>
> *Noelle is covered by the best plan possible and it costs her nothing. Given that the plan you had her on still has an individual deductible of $2500 and pays only $75 towards doctor's visits, it is not a good plan for her. As you are aware, she has outstanding ER bills now because your plan didn't cover the leg cast she needed while in school last November.*
>
> *If you choose not to take Noelle off your plan you will be* ***harming her*** *since you will force her to be responsible for the first $2500 of any procedure she may need and the resultant doctor's bills.*
>
> *For Mark, being on SMC is the best plan for him. It is a plan specifically for children with Sick Puppy conditions, all hospitals are used to it and so are his doctors.*

Why…seriously, ***WHY*** wouldn't she simply have let me know this before unilaterally implementing such a significant change? Oh, yeah…her long standing CONTROL issues—I forgot for a moment. I didn't need the control…I just wanted to be a part of the decision for our kids. My response:

> *Veeby—This is the first time you've given me more specifics. I did not know about your applying for Medicaid in May, 2010.*
>
> *You have not answered the questions I asked about how long Noelle can stay on Medicaid. Can she stay on this through her time in college? Can she stay on the plan through any graduate school?*
>
> *As could be assumed, I am not trying to "harm" Noelle in anyway...by simply providing her health insurance. Again, my current health insurance plan is better than the one we had when we were married. We just never*

needed to use the insurance as much as we needed to last year. Married health insurance policy deductible was more per person than my current policy.

Noelle should NOT have to pay for her medical expenses incurred from her accident last Fall. You and I should split those costs. The Child Support you continue to receive did not reduce when Noelle left for college. Please make arrangements to pay your portion of those expenses. Noelle's current job is to do well in college in preparation for a future job and life.

I disagree with your assessment that "If you choose not to take Noelle off your plan you will be ***harming her*** *since you will force her to be responsible for the first $2500 of any procedure she may need and the resultant doctor's bills." Again, she's OUR daughter...and we should continue to split any medical costs she might need during her college years...just like we did for Eliana.*

It had still not been clearly explained to me just how we were to order Mark's special medicine since he was on Medicaid…so I wrote:

Veeby—It is unclear whether you or I are ordering the next special medicine for Mark. I have it set up through my insurance to order. They have been calling to replenish. If you are thinking or planning on doing something with Medicaid, you might need to get a NEW script from Dr. Two [if she's a Medicaid Provider?] for his special medicine. Please explain...more information, please.

To which Veeby replied:

John—I have a call in to Dr. Two's office to order the next set of special medicines. It will be through Medicaid now.

• • • • •

It was with much apprehension and fear that I acquiesced to Veeby's suggestion and removed Noelle and Mark from my health care policy. All of my questions couldn't be answered with any certainty, but Lawyer #5 provided a little more comfort and calmed some of my fears, so I terminated their coverage. While I was able to discuss the decision with Mark directly, Noelle was in college, so I wrote her a letter:

Noelle—It appears that Mom has arranged for you to have Medicaid health care coverage. She assures me that it is a good coverage for you. She has also encouraged me to drop you from my health care plan. In her thinking, this would allow you to be totally covered with only Medicaid, and not require deductible payments through my private health insurance.

While I am very apprehensive about this change, I have decided to try this for a time. I will be taking you off my policy today. Please use whatever Medicaid card and information Mom has given you for your future health needs.

However, I can easily place you back on my health insurance policy at any point until you reach age 26. Should you find yourself no longer eligible for Medicaid and needing health insurance, PLEASE reach out to me. I will put you back on my policy in a heartbeat.

I hope you are enjoying your college experience. Let me know how things are going at some point. I love you and I miss you terribly.

Love, Dad

Veeby was not very timely in providing me with the new Medicaid insurance cards for the kids. I expressed my concerns to #5 and miraculously, Veeby sent me an email with the Medicaid insurance cards attached! But upon reviewing the attached files, Veeby had covered up information on Mark's card…and literally scratched out the ID number on Noelle's card. REALLY? So, technically, while she supplied the required insurance cards, she omitted some of the information. Why was this no surprise? **VEXATIOUS!!**

Veeby—Please explain why you scratched out the ID number on Noelle's health insurance card?

Please explain why you have not included Mark's Medicaid/health insurance card...or in the alternative, supplied any applicable ID number I might need if I needed to take him to the ER or some other doctor?

Please explain why you placed yellow post-it notes on Mark's Medicaid confirmation letter before scanning...apparently hiding some information? Please resend that letter without covering up any information.

When I've finally received some information about their new Medicaid insurance, it has information missing or blocked and scratched out? This does not make it appear to be upfront or truthful...please explain your decisions and behaviors.

• • • • •

John—Noelle is an adult and, as such, you may contact her directly to discuss any matter pertaining to her health insurance. As I already informed you previously, I will send you copies of Mark's health insurance cards when I receive them.

Her response played innocent regarding Noelle, but the truth was Veeby had a hand in creating the huge chasm between Noelle and myself during that time. Regarding Mark, I had asked her for some type of Medicaid number that I could use if needed. She played her semantical game by responding that she'd send me the card when she received it, but it was the Medicaid account number that I knew she already had and wouldn't share…which was the real issue.

Once more, I wrote to #5:

Lawyer #5—Thank you for helping to facilitate my getting copies of those documents. Please let your client know that I have filed and faxed paperwork to my insurance company to delete both Noelle and Mark from my health insurance policy, effective today. However:

- *Please note that your client has scratched out the ID number on Noelle's card. What on earth would I want to do negatively with her card?*
- *Please note that your client has [seemingly] not included a card…or any ID/account number for Mark. Perhaps she hasn't received a card, yet… but please communicate that I still do not have an ID/account number for Mark. How am I suppose to use this information should I need to take Mark to a doctor or emergency room?*
- *Please note the yellow post-it notes covering up information on Mark's scanned form? Why?*

Control, Control, Control…I hope some day your client would simply try to Share, Share, Share.

Not only was Veeby trying to control the flow of Medicaid ID number information—for no other reason than the joy of her CONTROL—but she was continuing to not share payment information as well. She had placed herself as the "primary" contact to Medicaid regarding Mark…and therefore was the only person to receive their payment information and paperwork. She could not bring herself to share that information with me. However, I was directly affected for the medical services Mark received but that Medicaid might pay. Veeby was completely shutting me out of the process and keeping me in the dark…which I knew was perfectly fine *with her*. I expressed my concerns one more time:

Veeby—I was told today by the hospital that Mark's expenses for the month of September, 2010 were paid by Medicaid. I was not made aware of this and I even paid my portion of Mark's [date] expense. Luckily, the hospital credited my payment towards his [other date] outstanding amount due.

I was told today by the hospital that Noelle's [date] MRI was paid by Medicaid. You never informed me of this. I did not know until recently that you had applied for Medicaid coverage for both Noelle and Mark during that time period.

You simply REJECTED the two expenses for Noelle on [date] within the DivorcedParentsWizard Expense Log, but without supplying any information at all. You need to share information as to WHY you elect to reject an expense = communication. You absolutely must share any payment information you are aware of whether you've made a payment to a provider or you eventually become aware that Medicaid has paid something you've submitted.

As I previously shared with you in my [date] email, you do not live in a vacuum when it comes to splitting the costs of our children's medical expenses. My payment on the outstanding [date] expense [above] is an example of exactly what I'm talking about. Please let me know what other Medicaid payments have been made on behalf of our children. This affects how much I pay for my portion of their expenses.

Are there other amounts during the month of September, 2010 that Medicaid paid? What other months have met your Medically Needy qualifications and what has been paid? PLEASE send me any paperwork which shows any/all/partial MEDICAID payments. PLEASE send me all proof of your payments to our children's medical providers as I provide to you.

I feel your use of DivorcedParentsWizard to request receipts for medical expenses I have previously provided to you prior to our using DivorcedParentsWizard is an inconsiderate waste of my time and I do not appreciate it at all. You need to keep better track of the medical expense receipts and emails I have provided for you in the past. I have now re-sent the [dated] original emails which shows the expenses and receipts for all requested items. [You even submitted Receipt Requests for receipts you first sent me!]

If you will please send over any payments you or Medicaid have made toward outstanding expenses as soon as possible I will input [and correct if needed] into the Medical spreadsheet I've been keeping for these non-covered medical expenses.

Please indicate your intention to pay the outstanding non-covered medical expense amounts directly to the Providers.

Trying to simply elicit a change in Veeby's behavior, I wrote #5:

Lawyer #5—Please find attached the DivorcedParentsWizard information sent to your client concerning yet another Debt Collector issue. I'm tired of this…as I'm sure you are.

While your client might still claim her lack of credit/money, that assertion does not release her from recognizing and dealing with these outstanding amounts due to various medical providers. To date, she has seemingly elected to bury her head in the sand with the hope these expenses will just go away. As I've previously suggested to your client, the responsible action would be to simply call the collection agencies and/or medical providers and work out a payment plan…however minimal she could afford…at least she would be acknowledging her portion and taking positive steps towards working things out.

Since your client is no longer willing to communicate with me on any level, perhaps you could present this matter to her in a way she'll be more receptive to hear…please?

DivorcedParentsWizard ***remains just as ineffectual as regular email communications.*** *It's harder to dialogue in a written format [instead of just having a conversation] so things might be interpreted as a power play, when all I'm trying to accomplish is figuring this whole mess out.*

Additionally, your client's misuse of the Expense Log feature [duplicating entries, entering previously reimbursed expenses, rejecting expenses without justification/information, not supplying requested receipts]…just clutters up this online feature into an unusable accounting log. As I've mentioned several times, the medical spreadsheet I've created and maintained is correct…clearly showing all needed information. I would welcome going through this with you in an attempt to deal with these outstanding amounts…prior to Court.

Would you consider speaking with your client regarding these outstanding non-covered medical expenses…and how she intends on paying/dealing with them…and let me know prior to our next Court date?

Thank you for your assistance regarding these matters.

• • • • •

In the normal course of life, it came time for Mark to have his annual eye exam…so I made an appointment and took him in. As had been my regular communication workflow, I then emailed Veeby with an update:

Veeby—Mark had an eye exam today...nothing has changed with his vision, so his existing glasses are still good for him. The eye doctor encouraged him to take off his glasses when using the computer. Mark needs glasses mostly for distance.

Wouldn't you know it…I did *something* wrong…and wasn't even aware! The story of my life with Veeby, and she was quick to point it out:

*John—****You must communicate and coordinate ALL of Mark's appointments with me BEFORE you take him.*** *Mark has Medicaid coverage now for all doctors, including eye doctors and dental exams. You were informed of his Medicaid coverage by me and my lawyer in January, 2011. Since you did not inform me of his eye exam until after taking him, it cannot be covered by Medicaid.*

Wait…WHAT? Apparently, some change had occurred and I wasn't made aware. For years, I had given Veeby the insurance card for Mark, so that they could use it for any medical appointments or expenses. I had been asking for the exact same type of card for Mark, but was not "allowed" a similar card or *any* ID information

from Veeby. Also, what was this thing about having to schedule everything through Veeby? Seemingly CONTROL in the extreme. My reply email relayed my thoughts:

> *Veeby—I have asked several times now for a Medicaid account or policy number that I could use if I needed to take Mark to a doctor. You have not been willing to provide that information. See my DivorcedParentsWizard [date] correspondence. Indeed, the ONLY information you've provided to me is the attached .png file. And you've COVERED UP any account numbers with yellow post-it notes.*
>
> *You have now stated that I have to go through YOU to schedule and coordinate any doctor visits? This is totally unacceptable to me! I have asked for and now simply DEMAND some type of Medicaid account number so I can independently arrange for medical care for Mark when I need to.*
>
> - *You have SCRATCHED OUT and COVERED UP any and all policy numbers for our children's medical coverage through Medicaid.*
> - *You have **never** indicated that I would not be able to line up medical visits for Mark.*
> - *You have never indicated that I had to coordinate and arrange medical visits through you in order to utilize Medicaid.*
> - *You have never explained how this Medicaid system works...or how it's different than what we've done for the last 23 years of health coverage for our children.*
>
> *Again, GIVE ME A MEDICAID ACCOUNT NUMBER that I can use when I take Mark to a doctor. If there is any other information concerning how this Medicaid system is supposed to work, inform me.*
>
> ***U N B E L I E V A B L E !***

Tired and frustrated, I then wrote #5:

> *Lawyer #5—I am forwarding a copy of this to your attention. I am absolutely dumbfounded how to proceed. I am not being given the information I need to simply secure health care for Mark. Now, I am being told by your client that I must coordinate all medical care through her?*
>
> *Without being told she had the children in Medicaid's Medically Needy program, your client has been submitting all the receipts for reimbursement and/or payment [however it works] for many months. I only found out because some of our outstanding expenses were being paid by Medicaid… when the providers would return checks to me saying the expense had already been paid by Medicaid.*
>
> *However, now your client is saying that a simple eye exam for Mark had to be communicated and coordinated through her…and now says that Medicaid won't cover…and assume your client won't ever pay her portion?*
>
> *I have not been told the rules. And, I have not been told that the rules changed! This is absolutely infuriating and unacceptable.*

Lawyer #5 politely replied, and then I responded:

Lawyer #5—Thanks for your reply. My complaint is that I've asked several times for a Medicaid or health insurance account number…should I need to take Mark into a doctor myself. The eye doctor last Saturday is a case in point. I have never needed to communicate or coordinate with your client before simply taking Mark to a doctor. I have usually updated Veeby via email afterwards…as well as sending reimbursement receipts as needed.

However, this afternoon Mark had an appointment with Dr. Two. Both Veeby and I were there…I spoke with Veeby and asked again for information and an account number. Only then did she tell me that Mark is covered by "SuchAndSo Healthcare"…saying it was health insurance administered through Medicaid. She was still not forthcoming with any additional information except to say she had come to this doctor last week to get referral information in place for today's visit.

Finally, when we left the appointment, the end of visit synopsis paperwork clearly showed the "SuchAndSo Healthcare" and insurance ID number…EXACTLY what I'd been asking for…that your client had a need to ***CONTROL****, seemingly. She had this information all along, bringing it in last week to set up today's visit.*

Your client continues to choose to not keep me in the loop…creating a sense of foreboding for the next several years of Mark's medical needs and insurance coverage. Just look at her scratching out Noelle's health insurance ID number [why?] or covering up with yellow post-it notes certain information she scanned and then attached to her DivorcedParentsWizard correspondence.

I do NOT want or need to control the whole health insurance /Medicaid coverage theme.

I want what I have wanted from the beginning of this whole separation, turned divorce, thing.

I want civility and sharing of information that pertains to our children. That's IT…that's ALL!

Veeby seemingly couldn't stop her need to feel in CONTROL of the information. She simply wouldn't share the Medicaid information. It appeared she felt Large and In Charge once more. When I next needed to take Mark to the doctor, nothing but more confusion and problems ensued. I wrote #5 again:

Lawyer #5—This will be my last email on this topic—I promise and apologize all together. At today's doctor visit with Mark, the doctor called in a script to Malreds Pharmacy. Since Mark is no longer on my healthcare plan, they cannot fill the script.

I called Malreds Pharmacy to tell them Mark was on Medicaid and they asked for his Medicaid number. I told them I didn't have it, but had

another ID number [SMC], but Malreds pharmacist then said, "Wait—there's already a Medicaid number on file for Mark—Mom called it in." REALLY? Malreds Pharmacy was given the Medicaid ID number I'd been asking for…but cannot get from your client?

I asked Malreds Pharmacy for the number…they said I had to GO THERE and present ID proof that I am Mark's father before they'd release the information. Mark and I may need to walk over to Malreds Pharmacy in a minute.

A B S O L U T E L Y…consistent…just living in the real world frustrations of dealing with your client's unwillingness to share.

Stepping off soap box…and putting it away.

Since Veeby had applied for Mark to be placed into the Medicaid system about a year before, he had long since been assigned an ID number. After months of my pleadings, Veeby *eventually* sent me Mark's Medicaid ID number…on an actual card…with account numbers clearly visible.

The winds of shame—seemed to be blowing towards Veeby.

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Flying Receipts in the 11th Hour

As time drew near for yet another Final Hearing—this time on my Motion for Contempt and Enforcement—Veeby hurriedly input as many non-covered medical expenses into the *DivorcedParentsWizard* spreadsheet as she could, in an attempt to offset what she owed me in reimbursements. Some of those newly created expenses and doctors visits had never been shared with me…I had no prior knowledge. As she took care of the kids on her side of the world, it appeared she simply didn't care to supply me with that information. Yep, that sounded about right.

Even though Veeby continued sending emails begging me to supply her with even more receipts—all of which had been previously provided—I obliged and sent them again. Yet, she didn't respond in any timely manner to my multiple emails requesting her documentation and receipts for the expenses she was creating. In the 11th hour, she finally began fulfilling my receipt requests. Of course, some of those were scanned from the original cash register thermal paper receipts and after so many months since the purchases, they were not always clearly visible.

I stayed in communication with opposing counsel since I was representing myself and was trying to prepare for court. We expressed concerns back and forth, plus I included the following thread within our correspondence:

> *Lawyer #5—Since the health insurance for the children is in my name and I'm ultimately the Guarantor, Veeby has impacted me terribly by not paying her portions. Medical providers not having received her payments have sent the bills into Collection services, and then they call ME. I have sacrificed a lot this year to pay my portion…to take care of my kids…as best I could. Before we sit down to go over each medical expense, I am willing to forward you the most up-to-date spreadsheet that I've continued to keep. It is accurate…very thorough…and supported with chronological receipts.*

And that's just what I did. Two days before the Final Hearing, I created one big computer file which contained the all of it—every non-covered medical expense Veeby and I had input; every medical

procedure gone through; every medical provider utilized—I put it all in there…with receipts…and left nothing to chance. Perhaps a little overkill, but dealing with so much Incompetent Wizarding on Veeby's part had created the need for some absolute finality. I then attached the file to the following email, sent it to #5…and let her forward it to her client:

Lawyer #5—Since the entire non-covered medical expense reimbursement issue has become SO cluttered and difficult to clearly understand—and process the many receipts and statements generated over the last three years—I've created a large PDF document listing all the information in one concise file.

The attached file has 251 pages. The first pages show the Medical Spreadsheet I've maintained, and indicate the two previous "reimbursements" your client and I have had over this time period. I've also included the same first pages without comments, so you may add your own. Beginning on page 12, the receipts/emails/statements follow the spreadsheet's chronological order.

It is my hope that this document will help clarify any flaws and discrepancies your client feels have occurred. I've tried my best to simply document each expense as accurately as possible…for the benefit of our children. Again, I feel that it would have been best to discuss these outstanding issues out of Court, but that has not yet transpired.

Your client has introduced the medical expenses for our daughter, Noelle, as an additional theme. Within Exhibits 78 and 103, your client clearly expressed her opinion that "Noelle is over 18. I am not responsible for anything." Additionally, your client's most recent DivorcedParentsWizard Expense Log entries for Noelle expenses confirms this belief. However, the reasoning used is unclear.

On the one hand, your client treats all medical expenses for Noelle after her physical 18th birthday as not her concern nor responsibility…[see multiple expense examples]. Yet, Noelle turned 18 in March, finished out her senior year of high school…plus the following summer…lived under Veeby's roof and received my Child Support before she left for college. A Dependent in Fact.

On the other hand, your client has tried to attach ALL of Noelle's expenses—after turning 18—to the DivorcedParentsWizard Expense Log, claiming that I owe her complete reimbursement for any expense she's incurred on Noelle's behalf. Somehow, she's 18 and your client owes nothing, yet…she's 18 and I should pay for everything? I do not see the logic in your client's argument. EITHER Noelle is ***our*** *daughter and we should continue to divide her medical expenses during her college years—[she is not earning a living/bringing in money, but educating herself for her future]—OR she's 18 and neither of us should help her out?*

Your client continues to receive the same amount of Child Support, which purposefully did not decline once Noelle left for college, per our MSA. The intent of the MSA was to take care of our children. Again, Noelle continued to live in your client's house until August, 2010, then left for college. However, she accumulated several medical expenses during that time period.

I will ask the Judge to determine how to handle this issue…then the expenses will either be divided between the parties or not, depending upon his ruling. Please contact me with any questions or concerns.

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As we entered the Final Hearing, Veeby owed a lot of money. The Final Judgment's reimbursements for the HELOC, the GAL, previous medical expenses, Lawyers costs and fees—plus the current outstanding amounts for her portion of the non-covered medical expenses—all together totaled more than $20,000. In addition, she Veeby was spending even more money on her legal representation. Yep—**"YIKES"** would be appropriately used in a situation like hers.

The day for the Final Hearing arrived—a one hour Special Set had been set aside—for all outstanding contempt and enforcement issues—*[like THAT time allotment would be enough to go through all the points]*. I had offered to create an Agreed Order to adjust the Income Deduction Order *[IDO]* for a 36 month time period to allow Veeby to repay her amounts without it coming directly out of her pocket, so to speak. Lawyer #5 and Veeby weren't interested in that…they had a larger plan to make the whole thing disappear.

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Another Final Hearing… Such an Injustice

After playing the *Game of Divorce* for so many years—driving back and forth to the courthouse—like any good horse, my car had developed a keen sense of direction. I merely had to whisper in it's ear, ***"Courthouse"*** and off she drove, as if by herself. My horse knew which lane to drift towards to avoid the typical traffic jams. I had my favorite parking lot…and a favorite spot to tie off my "horse." I regularly watched all those official lawyer types stroll through security with their briefcases on wheels. For my upcoming Final Hearing, I had so many documents to haul that I determined I needed one of those cool legal suitcases on wheels…to carry *my* stuff. I borrowed a rolling suitcase thingy from a friend…it proved MUCH easier to roll in all my bound and organized materials.

I arrived 30 minutes early and sat in a different area of the courthouse to gather my thoughts. I took the opportunity to enlighten myself regarding the current Child Support guidelines. I determined I was paying about double what the guidelines suggested. Yep, I could probably reduce my Child Support payments significantly, but wasn't sure I wanted to keep dancing through court with Veeby over that thread.

I eventually checked in with the bailiff outside of the Judge's chambers. Lawyer #5 and Veeby were already seated in the lobby. I sat a little ways away, continued to review my notes, then closed my eyes to relax and focus. Across the waiting area, I heard #5 tell Veeby they'd *"play it by ear, since it's John's hearing."* The Judge came walking back from his duties in a different courtroom and said, *"Come on in"* as he passed. We all filed into chambers—I sat on my normal side of the large table, opposite of Veeby and #5. The Judge turned towards Lawyer #5 and motioned to begin, but I raised my hand and asked if I might begin…the Judge said, *"Fine."*

I went through my prepared talking points. I suggested the Judge needed to rule on whether the awards and reimbursements from his Final Judgment were valid or not…and whether Veeby owed half of Noelle's medical expenses since she was still receiving Child Support for her. I discussed Veeby's outstanding non-covered medical expenses and reiterated that she simply was not paying her portion, in defiance of our MSA. I suggested that all of the above needed to be resolved *before* we could even begin to consider the outstanding QDRO issue, since there was possibly an "offset" to be determined. I also made sure to mention that Lawyer #5 had not produced *any* of my Discovery requests.

I took a breath, but the Judge then tossed the opportunity to speak to #5—who basically tried to dismantle everything I'd just stated. She immediately brought up the Final Judgment outstanding reimbursement amounts Veeby owed, pointed to my Bankruptcy filed *after* that Final Judgment was handed down, and suggested that the entire amount Veeby owed should be washed away. She claimed that my wanting those reimbursements created a windfall for me…and that all those expense were discharged through Bankruptcy. In the legal game, the concept was called an "Unjust Enrichment."

Of course, #5 omitted the fact that I'd paid CASH for some of those Final Judgment reimbursements I was "awarded"—and those *should* therefore be reimbursable. She effectively lumped my cash and credit card payments together in her presentation to the Judge, incorrectly suggesting they were all paid with my credit cards on Veeby's behalf. Lawyer #5 also forgot to mention that Veeby should have already repaid me…if she'd obeyed the parameters of the Final Judgment.

Any claim of Unjust Enrichment by #5 only added further insult to the existing injury as far as I was concerned. **I** *felt* it was Unjust that Veeby disregarded the Final Judgment's Order to reimburse me in the first place.

I believed Veeby's actions and lack thereof forced me into using the bankruptcy option to survive. I thought it was Unjust that I be further penalized for having gone through Bankruptcy.

I knew it to be Unjust that Veeby "had money" to pay for Lawyer #5's legal services—when I couldn't afford a lawyer—yet she "didn't

have any money" to simply honor the much smaller Final Judgment repayment amounts back to me for the HELOC or GAL.

In my opinion, it was Unjust for Veeby to not have finalized Lawyer #3's Settlement Offer many months ago. All of this could have been already wrapped up if Veeby would have simply communicated.

I most definitely believed it to be an Unjust use of my time, energy, costs and emotional toll in dealing with her Motion to Set Aside our original MSA—and don't even get me started on the silliness of her actions regarding the school bus for Mark.

I thought it Unjust that Veeby would rather lose the marital house through the Foreclosure process than pay a single dime in reimbursements back to me.

I felt it was both Vexatious and Unjust that Veeby was not paying her portion of Mark's medical expenses.

Instead, I believed **Veeby** had received the Enrichment by my paying her portion of the GAL's final report. Yes, on my credit card, but so we could move forward through the divorce process. My payment on her behalf allowed us to get to the Final Judgment and finalize the divorce. It also allowed Veeby to legally change her name—although she immediately disavowed her married name the moment she decided to end "us" and had been using a different name for several years. My payments towards the children's non-covered medical expenses allowed her/us to maintain their health insurance.

Basically, I felt I was the only party who could rightfully make an Unjust Enrichment claim. I believed Veeby's frivolous and vexatious court motions *seriously* extended the litigation process, costing me huge legal fees, plus her failure to pay the HELOC—all of which contributed greatly to my need to go through Bankruptcy. Yet, there was Lawyer #5 claiming Veeby didn't owe me any awarded reimbursement amounts because of the bankruptcy which Veeby helped to facilitate? THAT was such an INJUSTICE.

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Lawyer #5 also brought up the Agreed Order concerning Mark and indicated that issue would no longer *be* an issue going forward. She brought up how the Child Support had ended for Noelle since she'd

turned 18, so legally Veeby was not responsible for her bills. Technically, that was not true. While Noelle may have turned 18, Veeby was still receiving the same amount in Child Support, per our MSA. Lawyer #5 indicated the Court couldn't compel Veeby to pay for those non-covered medical provider amounts. She acknowledged that Veeby owed those providers, but didn't owe me anything.

Regarding the former settlement offer, #5 retold how Lawyer #3 had offered to use the QDRO money to settle the entirety of the saga immediately after the first Final Judgment. Interestingly, when Lawyer #5 retold the story, she presented it that Carol **refused** #3's offer by merely suggesting a counter-offer. Lawyer #5 stated they were no longer offering to use the QDRO funds towards outstanding amounts Veeby owed me.

Lawyer #5 made a very big deal before the Judge that I had "challenged" her and "did not accept" the concept of how the QDRO amount to be dispersed had grown, but had simply grown within my account, even though it hadn't been spun off into a separate account for Veeby. The Judge had to pipe in that of course the amount was more, whether the money was sitting in Veeby's account or my account per market fluctuations, etc. I interrupted both of them and reassured the Judge that since the original issue had been presented to me, I'd done additional research and better understood the concept—and was no longer challenging the new inflated amount. I didn't know what I didn't know and had to learn, that was all.

Of course, #5—*being a lawyer*—continued her assertion that, therefore, I had been *uncooperative* by not giving her my permission to explore the QDRO amounts through the Retirement fund company. I immediately jumped in *[good training I observed from the days when Carol represented me]* and told the Judge that the assertion was simply NOT TRUE—that #5 and I had exchanged many emails and had phone conversations about the issue. While I initially had concerns with #5 messing around with my minuscule retirement fund, I ultimately agreed and signed the release forms which allowed #5 to explore the financial aspects until her little heart was content. However, Lawyer #5 proclaimed she would be seeking attorney fees to reimburse Veeby's legal costs—since I had stood in their way. It was a typical

bully threat. I'd seen it before with Lawyer #2—most of her written correspondence and presentations within the Judge's chambers had included the constant threat of "seeking fees."

Lawyer #5 next suggested I had *frivolously* wasted the court's time regarding the non-covered medical expense reimbursement between parties. She pointed out that the difference between what Veeby owed me and what I owed her was less than $100 and Veeby would have easily paid me that difference. Lawyer #5 omitted that I'd *"forgiven"* that $100 amount just the day before in a phone conversation. Interesting to note that it was only due to my filing the Motion for Contempt and Enforcement that finally forced Veeby to deal with and produce medical expense receipts. She hadn't played "nicely" before the Motion. Veeby's production of receipts was only to reduce the spreadsheet documented difference down to as little as possible. It was somewhat funny as well as very "lawyer-like" that #5 tried to turn it around that **I** had frivolously wasted the court's time—PRICELESS attempt.

My earlier "shot over the bow" regarding opposing counsel's not honoring or producing my Discovery requests—resonated with Lawyer #5, who took careful aim and returned fire. She played the role of Mother Superior and proclaimed that I hadn't filed the Production request documents "properly." Somehow I didn't dot an "i" correctly or I'd crossed one of the "t's" wrong—something like that.

I immediately held up both her and my Discovery Motions, which quoted the exact same procedural Rules…and openly asked WHICH RULE was incorrect? They were *identical*, so which Rule was left out? Neither the Judge nor #5 replied. The *Game of Law* was *their* territory and they seemed to politely relish my having done *something* wrong. However, in one of our phone conversations, Lawyer #5 had quietly told me that she was simply hiding behind some technicality—implying I would *never* see any of my Discovery Production requests. In the end, I got "lawyered." I knew from the beginning it was the risk of being a Pro se Litigant. Still, I *really* thought I filed everything correctly.

Lawyer #5 then asked the Judge to award her attorney fees. She asked that I pay for Veeby's entire legal representation—*the whole dumb thing.* I immediately stated that #5 had only filed one motion to compel my signing the QDRO forms, and had requested at *that* hearing that I pay Veeby's legal fees, but I had already signed the Permission forms. Lawyer #5 went on to claim that per our MSA, *somehow* **I** was the party in DEFAULT and should pay all the legal fees. Both the Judge and I said in unison, *"How am I/[is he] in Default?"* Just then, a warm wave of validation swept over me. Lawyer #5's reasoning fell on the Judge's deaf ears.

Having received absolutely none of the Discovery I'd requested twice, Lawyer #5 proceeded to hand out copies of the Discovery I had dutifully turned over to Veeby's camp to the Judge and myself, which showed my credit card and cash payments to Carol. The Judge read with interest. He then turned towards me and asked WHY had I paid Carol even more money *after* my bankruptcy had occurred? I told him that I was trying to do the right thing and take care of Carol, who had taken care of me during the whole divorce ordeal. The Judge commented that while it was indeed admirable, it was not needed. I told him I knew this, but it was me just trying to be a nice guy…*true.*

The Judge then took over—said it was his turn. He would sign the QDRO…*great, there goes even more money out of my measly retirement funds.* He then DENIED all the other stuff…as without merit or as premature. He stated the request for attorney fees was also DENIED… Yeah! I asked if I could ask a question…*besides the question I'd just asked about asking*…he said, *"Go ahead."* I held up my original Motion for Contempt and Enforcement paperwork and asked him specifically about my request to have the court compel Veeby to find employment, and my request for the court to determine if she was in Contempt, etc. He stated ALL requests were DENIED. I was pretty sure he probably never even read the entire original Motion—that it was probably overwhelming and he just didn't want to deal with the all of it.

That was that.

Even though he'd just Denied my Motion, I told the Judge before leaving his chambers that I liked him well enough, but really didn't

want to see him again. The Judge…at least he smirked. Then, I left chambers before Veeby and #5…and just kept walking all the way out of the building…I just left. I didn't stick around to get a copy of the signed QDRO…they could mail it to me. I still kept my head held high, but I was DONE…well done.

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Several weeks and many hours of well-deserved sleep later, I received a draft of the Order Lawyer #5 wanted to submit to the Court based upon the last Final Hearing. She requested that I let her know what I had done regarding the QDRO, if I agreed with the language of her proposed Order, and if I had any suggestions to please let her know. Did I have any suggestions? Yep…I had a few thoughts:

Lawyer #5—I have reviewed the proposed Order and have several observations and suggestions. Upon further reflection, I would prefer that each and every item I asked the Court to rule on be listed separately. This would set much better with me than the blanket "John's Motion for Contempt and Enforcement is DENIED." An itemization would more clearly define the injustices I feel the Court will perpetuate by signing this Order.

Additional pages were attached within my original Motion for Contempt and Enforcement, wherein I asked specifically for the following:

- *Appoint a Parental Coordinator, compelling both parties to abide by Parental Coordinator's mediation and decisions on all Parenting Issues, until last minor child reaches age of majority.*
- *Compel both parties to equally divide all costs associated with Parental Coordinator.*
- *Temporarily Modify Income Deduction Order—and/or establish a payment schedule as to Final Judgment and Amended Final Judgment awarded reimbursements.*
- *Compel Veeby to pay her 50% portion for all* ***past*** *Non-Covered Medical Expenses, per the MSA.*
- *Compel Veeby to pay her 50% portion for all* ***future*** *Non-Covered Medical Expenses, per the MSA.*
- *Compel Veeby to further honor the Parenting Plan and MSA, specifically regarding:*
  - *Travel and itineraries when minor child concerned;*
  - *Using children as messengers;*
  - *Sharing of information, e.g., school and medical information;*
  - *Impairment of credit—i.e., Veeby's payment of medical provider bills now in Collection.*
- *Finalize the outstanding QDRO issue.*

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On the last page of the original Motion for Contempt and Enforcement, I also requested that the Court issue an order holding Veeby in civil contempt, and if appropriate, provide the following relief:

- *Enforce or compel compliance with the prior order or judgment;*
- *Award a monetary judgment;*
- *If a monetary judgment was included in the prior order, issuing a writ of execution or garnishment or other appropriate process;*
- *Require Veeby to pay costs and fees in connection with this motion;*
- *If Veeby is found to be in civil contempt, ordering a compensatory and/or coercive fine;*
- *Require Veeby to make payments through the central governmental depository;*
- *Require Veeby to seek employment;*
- *Award other relief [as explained within my Motion].*

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Further Observations within the Proposed Order:

- *Line 3: The Partial Mediation Agreement I signed did NOT "resolve all pending issues in the pleadings…" as stated within the Court Order adopting the above. That's not what I agreed to when I signed the Partial Mediation Agreement. That wording was added within a standard form Order sent out by the Court. There remain many issues I brought to the Court's attention that were not resolved, nor discussed within the recent Mediation. In going through the last Mediation, I agreed to* ***try*** *the DivorcedParentsWizard for communications, but this did not resolve the issue of needing a Parental Coordinator. The issue remains outstanding… among others.*
- *Line 7: I believe line #7 of the proposed Order is factually incorrect. There are actual CASH RECEIPTS that were inaccurately swept together with the Bankruptcy/credit card payments thread and Denied by the Court. It remains an absolute cluster-MESS.*
- *Line 8: I appreciate the inclusion of my voluntary payments to Carol information, thank you. However, I disagree with the possible semantic inference within the very last point #2 regarding Attorney Fees/Awards within the Final Judgment. If the intent is "Veeby doesn't owe John [directly]" but is acknowledging the Attorney is still able to seek future reimbursements of the Awarded Fees, then I'll agree. It is currently unclear to me. Just want to make sure that since the Award for attorney fees was not to ME [as pointed out at Final Hearing], I cannot pursue Veeby for those amounts, but it does not wash the amounts away for Carol to pursue from Veeby at some later date, should Carol choose.*
- *Line 11: Smoke & Mirrors—this spin was introduced at the Final Hearing and further replicated here. Honestly, I find it amusing. I have personally sacrificed to pay my portion of Mark's medical expenses…while*

Veeby has barely made any payments…and it's spun as a negative? While factual that I've paid exactly half of outstanding amounts, to word it that I've "not paid one cent more than my [obligated] half"…just strikes me as odd [Final Hearing wording]. OR, is it intended as an affirmation that I have indeed paid my portion?

- *Line 12: While I appreciate line #12's admission, I continue to receive multiple Debt Collection Service communications from the medical providers Veeby owes.*

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The fact that the original Motion for Contempt and Enforcement was lengthy and included many Exhibits should not have prevented the Court from actually READING the issues raised and reviewing the Exhibits attached within the Motion. To this point, I feel that the Court has side-stepped its duty and was dismissive in it's Denials. There are FACTUAL allegations, supported by actual Exhibits, that are NOT moot. The multiple Exhibits and [often] lack of Co-Parenting communications clearly show that Contempt was carried out by Veeby—and monies are/were owed—period. Alas, if only the Court had read the details contained within the Motion.

Irregardless, I do not believe the Court made a ruling regarding the Unjust Enrichment thread introduced at the Final Hearing. I believe the Court got tired of hearing the run around and simply began "Denying" everything to make things stop and go away.

Further, the Court made no ruling on my two outstanding Motions to Compel Discovery Production.

Similarly, the Court made no ruling on my outstanding Motion for Court Appointed Supervision within DivorcedParentsWizard communications.

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I am saddened that Veeby has spent [or borrowed…whatever] around $13,000 for legal representation, instead of using that same money to simply pay Mark's outstanding medical bills. What an un-insightful waste [no offense to your representation intended, #5]. All Veeby needed to do was have civil discourse with her Co-Parent to figure this stuff out.

I have contacted Noelle directly and will pay off his medical debts. It will unfortunately remain a shame on Veeby.

I feel strongly that this process has not produced a just result, but only produced further injustice upon me by the Court.

I feel strongly that there will never be an honoring of the original MSA by Veeby…in either word or deed.

I feel strongly that my only recourse is to simply give up…to just walk away. Sadly, I believe this is what the majority end up doing.

So, if you would be so kind as to convey some of the above within the wording of your proposed Order, I would appreciate it.

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In Closing:

- *I have contemplated a Motion for Sanctions against you—for never responding to my multiple attempts to collect Discovery materials. However, I will not. In our conversations, you confided hiding behind some legal twist. While that may be just part of the legal game, I do not feel it was at all honorable. I was honest and direct, and provided what was requested within Discovery.*
- *I have contemplated an Appeal of this forthcoming Order, but at this time, I will not.*
- *I have contemplated a Motion to Modify Child Support, but at this time, I will not. I am significantly overpaying what the Child Support charts indicate. While Veeby may continue to laugh all the way to the bank, I will honor my original commitment, back at the beginning when I was trying to be a nice and helpful guy.*
- *Regarding the QDRO, I have taken no action, and was not aware I needed to. Please complete any steps needed on behalf of Veeby.*

The Judge had charged Lawyer #5 at the end of the Final Hearing with the task of creating the Order for his signature—thank goodness, since I wouldn't know where to begin. She would hopefully hear my suggestions and include them, or she wouldn't…all I could do was speak my piece. I was sure the Judge would simply sign whatever Order was placed before him and in the blink of an eye it would all be over. My Motion for Contempt and Enforcement had been DENIED. Even though there were payments I'd made on behalf of Veeby with CASH for the HELOC and several medical expenses, those would mistakenly be swept away along with those that had been paid for with my credit card. None of it seemingly mattered anymore…it was all DENIED…DONE…and OVER.

I believed it had been too much for the Judge to actually read the entirety of my well-reasoned argument, even though an argument could be made that *that* was indeed his job. It seemed that I'd walked in and presented too many pages, so he only heard the summarizations argued within the Final Hearing—and made his determinations based on that.

Thankfully, Lawyer #5 incorporated some of the changes I'd requested and pointed out *[above]*. Ultimately, though, she sent *her* version of the **FINAL ORDER on John's Motion for Contempt and Enforcement** to the Judge…and he signed the dumb thing. In

one fell swoop, my entire Motion—and all my relevant allegations with supporting evidence—was **DENIED!** Not to mention, the payments I'd made on Veeby's behalf in both cash and credit cards were lumped together and deemed to have all been *"satisfied."* Supposedly, she no longer owed me any further amounts. How did that happen? Her Lawyer #5 wrote it that way!

It seemed I'd been dealt one more "Injustice" card…within the *Game of Divorce*. When would the game end? It was late and I was tired of playing. I wanted to stop playing, yet it appeared the game would never conclude. What to do? What to do?

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Do What Everyone Else Does… Just Give Up

"Grandpa! Grandpa!" None of us knew what he meant.

When Eliana, Noelle and Mark were younger, the kids and I would all "play rough" in the furniture bare family room—wrestling, throwing pillows, etc. It was our bonding *"Jump on Dad"* or *"Get Dad!"* times. Once, older sister Noelle jumped on top of younger brother Mark…holding him down and generally torturing him in the most friendly big sister sort of way, when Mark laughingly exclaimed, *"Grandpa! Grandpa!"* We figured out what he meant was, *"Uncle! Uncle!"*…the universally accepted code words which meant he surrendered to his older sister, and the implied "*please get off of me now.*"

Similarly, I finally arrived at the same conclusion. With the injustice I'd just endured, I wanted everything to be finished. I knew I was getting lumped together with Veeby as "that crazy couple."

So, I elected to do what everyone else seemed to eventually do—to simply give up and walk away. I determined there would be no justice, it simply wasn't possible. The fact that I was trying to fight through the muddy legal system to prove myself correct was only being viewed by others as my being crazy or just as much at fault as Veeby. I was more than frustrated with Veeby's Co-Parenting style… a style in which I was basically "dead" to her, so why should she deal with a dead person? I heard the same frustrations from the court appointed Bonnie. When Veeby wouldn't go in to talk with her about our Parenting Issues, Bonnie encouraged me to file the Motion for Contempt and Enforcement. I was constantly driven by the injustice I believed I was enduring at Veeby's vexatious hand. I believed I was legally representing myself as best as I could…yet, I further believed that no justice had been obtained by going through the process.

While I could file a Motion for Amended Final Judgment to get back my cash payments towards the HELOC and some medical expenses, I didn't want to play anymore. While I could file a Motion for

Sanctions against Lawyer #5 for *never* providing my Discovery requests, I didn't want to play anymore. While I could file a Motion to Modify my Child Support amount, I didn't want to play anymore. Any of the above actions would have simply kept the *Game of Divorce* going. Instead, I just wanted to stop playing altogether and move on.

Veeby played her *Game of Divorce* with a vengeance—accused me of everything imaginable—threw in whatever she or her lawyers could think of *[or her friends had suggested]*. While none of her accusations were true, the whole ordeal was a horrible experience to have lived through.

I constantly fought the "*once accused, always guilty"* syndrome she helped to create. In the end, none of her spaghetti lies stuck to the wall.

Unfortunately, I was never successful in getting the Judge to assign a Parenting Coordinator to take control of our situation. Although the Judge did assign Bonnie within our Final Judgment, Veeby would simply not submit to Bonnie in any way…which is why I thought Veeby's actions were contemptible. The dynamic was—only Veeby's way was the correct way—ALWAYS…and I usually deferred to keep the peace and marriage intact. Evidently, Queen Veeby determined Bonnie should have also gotten on board to do her bidding.

In the end, Veeby spent more on her legal representation than she owed in non-covered medical expenses…what an absolute waste! All the while keeping herself under-employed so she could place the children into the Medicaid system.

My choice to walk away from the *Game of Divorce*—a.k.a. Divorce War—meant there were still land mines and unexploded bombs left strewn about. Occasionally, I stumbled upon one. As war typically goes, even during times of "Cease Fire" someone still throws a bomb over the fence and quickly runs away, looking around to see who might have seen them.

Even though I wanted to stop playing and walk away, there simply was no way to escape the occasional "click" sound under foot… followed by a BOOM!

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There Is No Escape



Once yoked, always yoked…there is no un-yoking…there is no escaping that fact. Even if legally unhooked, we each could look back down the row we plowed and had a testament as to what we'd accomplished together in our 33+ years. There was no un-yoking our time together. Veeby appeared to have made her decision to "end us" in the middle of the day, in the middle of a row, in the middle of the field. It felt like she came to an abrupt halt, took off the yoke herself and just walked away, kicking at and destroying in anger the many rows we'd plowed as she crossed the field. I just stood there—holding up both sides of our yoke for awhile—trying to figure out what had happened.

Finally, my walking away was a choice. Avoiding land mines in a new and unchartered field going forward…was not always an option. The two new paths she and I individually walked would continue to cross, which usually meant Veeby would be "cross" with me. Thus, life continued, but not without further incidents.

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It came time for Mark to obtain his driver's license permit…a good activity for a father and son. For some reason, Veeby did everything in her power to thwart the experience. She had Mark's original

Social Security card and Birth Certificate, but would not allow him to borrow them to get his permit. While I had *scanned* copies, the state required the *originals* to be produced. Mark asked his mom, I asked his mom, but Veeby simply wouldn't part with those documents even for a short period of time…*[wait…the word CONTROL just popped into my mind]*. In effect, while we were chasing her for those documents, she was hurling bomb-laden barrels at us out the back of her truck. I thought it sad that Mark observed his mom acting that way. He and I appropriately swerved to avoid the barrels, but were forced to take a detour in order to procure new certified copies of his Birth Certificate and a replacement Social Security card. Once in hand, we went and got the boy his license…watch out world!

6 + 10 ≠ 8

Even though Veeby and I had evenly split the Winter Break for the last several years, our Parenting Plan had always indicated using Christmas Day as the split point. Unfortunately, that ever changing date was usually *not an even split point*, so we'd operated on the *intent* of the Parenting Plan to evenly split that time period rather than the actual wording written within the Parenting Plan. That was, until Christmas 2011 rolled around.

I got shafted…once again. Mark ended up with me for only six (6) days before Christmas Day—while Veeby claimed and wouldn't budge on having him for the remaining 10 days of Winter Break, using the officially written "Christmas Day" as the split point. The 16 calendar days of Winter Break that year should have been evenly divided into eight (8) days each…that would be *fair*…that was what we'd previously done. I can only imagine how that might sound petty to those who haven't gone through the experience. While I didn't have any special plans during that time, it was the bully club behavior I regularly endured from Veeby…that she wouldn't vary from the wording of the Parenting Plan—i.e., play "nice" like we'd done during the previous years…under the superficial guise of, *"Well, that's what it says in the Parenting Plan."* Mark saw it…he was old enough to understand the dynamics. Once more, and seemingly forever, he and I placated Veeby by not fighting her *legally* correct but supremely unfair decision to *not* split the Winter Break evenly.

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It was known that mom would not talk with dad…and the kids absorbed those dynamics. Mark had several more years left in high school, so he was forced into the middle…a *Game of Divorce* "No-No." As the only child who was bounced back and forth between mom and dad's homes, Mark learned how to keep the two worlds apart from each other. He observed his parents sitting in a medical room waiting for the doctor—and saw mom close herself off from all interactions with dad. Mark observed dad trying to make civil conversation with mom—who wouldn't acknowledge someone in the room had even uttered a word. I was continually sad to see her make those behavior decisions, and thought them to be a terrible example for Mark.

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I eventually understood that Veeby treated our Mediated Settlement Agreement much like folks across the world treat their various sacred texts—picking and choosing which parts they honor and which parts they dismiss. While claiming to be totally devoted to her *[our]* children, evidently the moment they crossed that magically line on their 18th birthday, Veeby was no longer financially responsible for them… they were on their own. Seemed like kicking the young birds out of the nest in the extreme.

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When Veeby finally moved out of the Foreclosed upon marital house, she moved into a rental *closer* to me…about half a mile away. Even though an earlier thread showed Veeby demanding my physical address—which was shown to have been provided multiple times—Veeby took the opportunity to NOT share *her* new address. I wrote emails requesting, but she simply wouldn't provide. I had to drive over and figure out the address myself.

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Veeby had previously demonstrated an aversion to sharing her vacation plans. While a contemptible decision and in direct violation of our MSA, it was obviously not something she needed to worry

about…since my bringing it to the Judge's attention through my Motion for Contempt and Enforcement only got me a BIG FAT **DENIED**. Veeby continued to take vacations with Mark to Chicago, Los Angeles, New York, etc…without ever sharing any information whatsoever. Nothing I could do but give up.

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The health care issues for Mark eventually seemed to go much smoother. That is, in reality…*I had no idea*. Veeby placed Mark into the Medicaid system and effectively cut me off from knowing *anything* about his care. I was not *[am not]* informed. Veeby is IN CONTROL …and that works out really well from Veeby's perspective, I am sure. Just to be clear, I never wanted to be in "control" of Mark's care as much as I would have liked to have been included and informed. It's turned out that I am rarely included or informed of anything from Veeby. It's always been about CONTROL for her…and seemingly remains so to this very day. She tried to physically take the children away from me, so keeping me "in the dark" as much as possible appears to be the next best thing.

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After two years of marriage to her new husband, they *finally* moved in together. I wish them a **Happy**, **Thriving** and **Peaceful** life together. Although, I'm not sure why they didn't live together for the first two years?

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The medical providers and bill collectors continued to call ME…for the amounts Veeby still owed them. As of the completion of this book, Veeby had still not paid her portion of Mark's initial procedure. In fact, that unpaid outstanding amount has become a part of my post-bankruptcy credit report…as a **debt** I never paid. I DID pay my portion. It was Veeby who never elected to pay *her* portion of that expense and probably relished the fact that it was a bad mark on my credit as I tried to rebuild my life.

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FYI: Noelle seemingly bowed out of our family and remained silent for many years. I missed my daughter terribly during that time period and longed for the day when she would re-establish a connection.

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Once Veeby moved closer to me, she was therefore closer to Mark's school and began to pick him up after school at the "Tennis Club" parking lot. Their newly agreed upon extraction point was across the street in a different direction, but the same distance away from Mark's school as his and my agreed upon extraction point…the "Dog Park." So, while I had been accused of placing Mark in harm's way by having him walk to the dog park, it was evidently all right if Veeby had him cross the busy street and walk the same distance in the opposite direction. Yep, that made sense…to Veeby.

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After 33+ years of being choked whilst my partner strained to the other side of our shared yoke, Veeby had un-yoked us. For me, there was no escaping that new reality. While I could breath more freely without the weight around my neck, I found myself still gasping for air as I simply tried to endure the verbal attacks and legal beatings Veeby utilized throughout her version of the *Game of Divorce*.

Like the variation of the old saying goes…
"You never truly know someone…until you divorce them."

2012

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We Interrupt This Program

Just when I was ready to let go and move on, LIFE happened and pulled me back into the *Game of Divorce* for one more round.

Towards the end of 2011—when Mark was a sophomore in high school—I lost my job…the university simply laid me off. The number crunching folks at the University figured out their potential cost savings by bringing in a younger instructor whom they would not offer any benefits! So, I got tossed out of the boat. It totally took me by surprise and sent me into a most devastating financial maelstrom. I filed the paperwork to alert the Court of my significant employment change and asked for a Modification in my Child Support payments. Since I had no more paychecks, Veeby wouldn't receive her automatic payments from my salary. I found comfort knowing that Veeby would surely be completely empathic and understanding while I looked for another job *[Ha!]*. Instead of an empathetic or gracious response, Veeby sued *me* for Contempt…claiming I was *willfully* and *intentionally* not paying her child support. She requested that I be incarcerated until I became current with the payments. **She wanted HER money**! Veeby, who was still claiming negligible income amounts *[which allowed her to keep the kids in the Medicaid system]* miraculously found enough money "just laying around" to hire yet another attorney—up to Lawyer #6 now—to represent her in the latest twist of *my* fate. *[Exactly WHY did Veeby need to hire different lawyers throughout the Game of Divorce?]*

Lawyer #6 knew *nothing* about our case history, so she ramped everything back up to **full scale war**. Once more representing myself, #6 and I went at it. We exchanged Motions, Responses, Objections, Interrogatories, Requests for Admission, Subpoenas, Depositions, Mediation—you name it, the legal paperwork was slung back and forth. I could only imagine the amount of money Veeby was spending on her legal representation…with the hopes of what? I was no longer employed = no money.

Significantly, while the new Lawyer #6 was good at requesting lots of Discovery materials for me to produce, she was *not* very good at fulfilling my Discovery requests for them to produce. Déjà vu! I diligently emailed politely worded reminder requests, which seemed to get lost in the black hole of the internet. Due to the newest law firm's apparent use of the ancient Aztec calendaring system, they were usually *not* able to follow the time frames mandated by the state statutes. On more than one occasion, I had to file a Motion to Compel—to ask the Judge to Order them to simply *do* what they should have done. Incompetent and infuriating new legal representation—if I were testifying—I'm just saying.

My position with Veeby's camp was quite simple: I lost a job, so please leave me alone, let me go find another job and then we could very easily recalculate a new Child Support amount based on my new job and salary. That seemed reasonable to me. However, while I was trying to find a new job on the one hand, I was having to fight their major legal battle on the other hand. It was a "waste of time" fight that should have never been "waged"…*[pun intended]*. Instead of simply being patient while I looked for new employment, it felt like Veeby and #6 saw that I was down on the ground—without a job—and they proceeded to kick me as hard and as often as they could. It drained my energy…fighting on both fronts at the same time.

I tried playing nice with the new Lawyer #6. I kept her apprised as to my employment search efforts. I even sent her my resumé and the cover letter I was sending out—which she later used against me.

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Several important threads to mention. Veeby was receiving foreign income from her grandmother's estate. In 2007, Veeby set up a Power of Attorney with a family friend in France, and then filled out the paperwork at the French bank during her trip that year. However, she was not reporting any of that income on her tax returns or within the newly required Financial Affidavits.

Similarly, Veeby was omitting a significant amount of her income by not acknowledging she received money directly from her clients. Instead, she maintained she only accepted money from the institutions that hired her services as a Financial Analyst for their employ-

ees. It was common practice within her industry, however, that the clients paid a portion of the costs—much like how the health care system worked in terms of co-payments and annual deductibles.

Within the official Responses Veeby filed with the Court, she either "Denied" or was "Without Knowledge" of these additional sources of income. By not being truthful about her various forms of income, it would be impossible for the Court to discern a new and equitable Child Support amount between us. I knew she had previously misled the Court multiple times regarding her actual income. The Judge reviewed the evidence and wrote his findings within the original Final Judgment—i.e., ***"The Respondent has significantly under-reported her income."*** Through the process of discovery, I had secured Veeby's tax returns from the last several years, in which she continued the under-reporting income charade with the federal government. I knew beyond any doubt whatsoever that she was not being truthful, and had evidence to prove it. Even though Veeby *knew* that I knew, she continued to lie to all involved parties with a seemingly, *"What are you going to do about it?"* attitude. I found myself once more facing the very familiar bullying tactics I'd endured for years. However, I'd lived through all those experiences…and no longer needed to back down to the bully.

While an ostrich can not see the "truth" with it's head stuck in the sand, those standing around the bird simply observe the large body of a bird not willing to deal with the realities. It was very easy to "see her"…and what she was trying to do.

Large bird…small head…long neck…easy to chop off.

Bird Brain—I had copies of the Power of Attorney, emails she'd written back and forth discussing the foreign income topic. Plus, I had many invoices she'd generated demanding those "direct payments" from her clients. Yet, she would only DENY they existed.

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I made several "good faith" efforts to resolve the matter without further court involvement, but Veeby wouldn't agree to any offer made. Evidently, she wanted her money and ALL of it…every last dime. However, I didn't have any money coming in. Based on my new *[lower]* income and her *[reported]* income, I pointed out that the state

mandated child support guidelines was $0 [ZERO] between parties. That suggestion seemed to fall upon deaf ears.

As I looked for employment over the next year, I needed to "cash out" my measly Retirement Funds, just to pay my rent. Before it was all gone, I offered Veeby a *[smaller]* lump sum settlement…which was REJECTED!

Lawyer #6 and her trusty Paralegal sidekick couldn't figure out between them *who* had filed *what*…and weren't able to observe deadlines. *[Several months into the process, Lawyer #6 teasingly offered me a job as her paralegal, since I was organized and wrote pretty darn well…absolutely true!]* At one point, I had to file a Motion to Compel them to simply supply the most basic "discovery" items requested…and the Judge gladly signed the Order. I'm sure the new legal team was hampered by Veeby's lack of cooperation. In one instance, they requested the same documents from me on three (3) separate occasions. Similarly, on a different occasion, they had a ten (10) day window to respond to a discovery request, but they somehow forgot. A whopping 53 days later, they responded with an objection and were *[somehow]* still allowed to quash my discovery request…which should have been fulfilled by that time, but had not been.

Lawyer #6's firm liked to play the game called *We Didn't Receive That*. They were regularly discourteous when scheduling hearings and depositions. Instead of consulting with me—as would typically occur with opposing counsel—they would often just schedule stuff. I called them on this several times, but they didn't change their uncivil treatment or consideration of me…the lowly Pro se Litigant.

The Final Hearing was slid back and rescheduled four different times. We were ordered to attend Mediation, which was rescheduled a couple of times as well. When mediation *finally* occurred, it was a total waste of time. Among their demands, Veeby's camp wanted me to pay her legal fees. I couldn't swallow any of it…Veeby didn't need to have ANY legal fees. I had already volunteered to abide by the state's child support guidelines once I got a new job. Veeby simply couldn't bring herself to be civil or *patient*.

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The "Hail, Mary" legal maneuver Veeby's camp implemented concerned a deposition of my supervisor within the music department at the University. He joined the faculty only four (4) months before he let me go from my position. While the students called him Professor Ratta, I affectionately renamed him Señor RAT after he let me go. Evidently, Lawyer #6 was trying to prove that I was "fired with cause"…which would allow her to argue I should therefore owe the entire remaining Child Support. That was not the case, however… I was *not* fired. The University seized an opportunity to save some money and Señor RAT pulled the trigger.

Lawyer #6 filed a subpoena to take Señor RAT's deposition, I filed an Emergency Motion for Protective Order and Señor RAT filed an Objection. We had a Hearing, the Judge deferred on Ruling, but allowed Veeby's camp access to my personnel file for the last year. Lawyer #6 then filed a Motion to Compel Señor RAT to do the deposition and I filed Answers and Objections to same, so we got to have another Hearing. The Judge finally gave in and allowed the deposition to occur.

Huddled in a very small room, I got to sit across the table from Veeby, Lawyer #6, the paralegal, the stenographer and Señor RAT whilst they deposed him. It was a huge waste of time and money. There was nothing to discover.

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As would be expected at this point in the story, Veeby filed her Financial Affidavit with all sorts of errors and omissions…which could be passively-aggressively denied. She claimed paying $1700 each month for rent, but that ended up being more than she supposedly earned each year…*[need to keep low income numbers to keep the kids in the Medicaid program]*. Of course, her bank statements revealed a cash deposit for $1700 right before her rent was due each month. Mysterious? Naw…she was hiding income. Why else would all of her car payments be paid with a Money Order each month?

Veeby also showed close to $500,000.00 in Liabilities. Poor dear, she really needed my Child Support! However, upon further inspection, she had "incorrectly" included amounts from the marital house

Foreclosure process. She had recently sold the house in a "short sell"—so, none of her numbers added up to be truthful—i.e., she lied once again in order to paint a desperate picture.

I graciously pointed out the multiple inaccuracies to Lawyer #6 and surprisingly, they eventually filed an Amended Financial Affidavit…how amazing was that! The Foreclosure and short sell information was posted online for goodness sakes. Apparently, in the World According to Veeby, that didn't matter. She was going to do whatever she felt like doing.

Through the process of Discovery, I noticed a single payment to an American Express card that she had "forgotten" to disclose. I subpoenaed the statements, Lawyer #6 tried to block my access, but eventually agreed to produce the last year or so of statements. It seemed like I needed some dental training since it was like pulling teeth to finally get all the statements. It eventually became clear why Veeby withheld her American Express information. The statements revealed that in the previous year…when she claimed making less than $20,000 in earned income on her tax returns…that she'd paid about $14,000 towards her American Express card. Mysterious? Naw….

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An interesting thread emerged concerning our Life Insurance policies. Our original Mediated Settlement Agreement *[from 2008]* stated we were to maintain the existing $500,000 Life Insurance policies, divide $250,000 between the children as beneficiaries and the opposite parent should be named as Trustee. While I'd maintained my $500,000 policy, it was discovered that Veeby had let her policy lapse. In a last minute attempt to comply before the Final Hearing, she purchased a $250,000 policy, but incorrectly named me as beneficiary of the entire amount…instead of dividing between the children. Evidently, Veeby did not inherit the "attention to details" gene.

In preparation for mediation, the parties exchanged Beneficiaries documentation. Mine was accurate and comported to our MSA. Veeby's was inaccurate and did not comport. As lawyers are known to do, they found a little hole in the armor of my policy and began

chipping away. While I had correctly and evenly divided $250,000 between the children, I had a $500,000 policy. I named Veeby as a $125,000 beneficiary *[what a nice guy I was trying to be]* and left the remaining portion to my new partner. Veeby's camp quickly filed an *urgent* Motion that bristled with the distinct sensation of a stuck pig shrieking with disdain.

They Amended their Motion for Contempt to include an allegation that I'd listed my "*paramour*" as a beneficiary *[oh my goodness!]*—and **demanded** that the Judge order me to remove that "paramour" as a beneficiary on my life insurance policy. How absolutely hilarious!! Veeby's camp had no concept of my relationship with my new partner…they simply didn't consider that we might be married! Instead, it sounded much better to make accusations of our being "illicit lovers." Better "copy" for a screen play, no?

I filed the appropriate Responses and Objections, in which I addressed their Life Insurance issue. I cleared up the disinformation provided by Lawyer #6 in an attempt to sway the Court. The truth was my policy comported to the MSA and Veeby's did not. I mentioned that I'd kept Veeby as a named beneficiary for an additional $125,000 *[which really only gave her reason to actually kill me off…I made a mental note to rethink my decision]*. I further stated:

> *No language exists within the parties' Mediated Settlement Agreement which precludes Petitioner from naming anyone else as a Beneficiary on said Life Insurance Policy as long as $250,000 is equally divided between the children from the marriage. The Respondent has no claim or right to dictate whom Petitioner may list as a Beneficiary, provided the specifications regarding the children has been honored, which it has. Indeed, an appreciative acknowledgement of Respondent's inclusion as Beneficiary should give rise to less finger pointing, than the controlling behavior currently exhibited.*

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30 days before the Final Hearing, Veeby sent *me* an email *[wow!]* indicating that Mark would roll off Medicaid and I needed to put him back on my health insurance. I immediately made application to the Medicaid program and Mark was allowed to simply slide over under my application. The same agency placed me in the state's Food Assistance program…I was *humbled*, but grateful.

Three weeks later, Veeby's Amended Motion for Contempt mentioned the health insurance thread and specifically mentioned that Mark's re-enrollment in Medicaid was still "pending." **No**, it was not *pending*…Veeby said it had been decided. The false and misleading nature of Veeby—she probably told #6 a different story and #6 wrote it up, totally believing her client. That's the gig, right? The client tells the story, the paid Lawyer takes up an offense on behalf of the client and files the legal paperwork? And some poor Judge has to figure out all the lies—trying to read between the lines to reach some modicum of truth and fairness? I feel sorry for the Judges. I officially responded:

> *Respondent provides disinformation to the Court within the Amended Motion for Contempt by suggesting that "Medicaid's decision on Mark's re-enrollment is currently pending." That is an absolute lie. Either the Respondent is not being truthful with her attorney or opposing counsel is not being truthful with the Court. The Respondent's financial situation has improved dramatically, to the point that Medicaid has already disqualified Mark's re-enrollment.*

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I continued trying to reach an Agreed Settlement right up to the last moments before the Final Hearing. One of the sticking points came down to the non-covered medical expenses thread. It appeared that Medicaid was bouncing Veeby out of it's program because she was making too much income *[and that was based on just the money she was officially claiming!]*. That, and the new husband had an "invisible" money printing machine stashed in their garage. I say "invisible" because I had their most recent joint tax returns and their combined income still totaled less than they paid in rent and those American Express card payments—not to mention the rest of their bills, so something was not on the up and up. *[please, someone…drop a dime to IRS for me?]*

Since Veeby's financial picture was looking better, she began paying off some larger hospital bills Mark had incurred *[NOT the initial procedure—she's NEVER paid that one—it's still listed as a bad debt on MY credit report]*. Of course, she began paying off those larger medical bills during the time I was unemployed. She then began demanding reimbursement under the MSA 50/50 split of non-covered medical

expenses clause. I didn't question that she'd paid the expenses, but I was trying to pay rent first. I indicated many times that I wasn't currently in a position to do any reimbursements. Plus, there were additional outstanding medical bills for Mark totaling more than $2000 that were being sent to me in addition to those sent to Veeby.

However, I clearly remember paying the HELOC, the GAL and other medical expenses listed in the original Final Judgment *[in both **cash** and credit cards]* on Veeby's behalf. Unfortunately, all of that got bundled together and washed away in my first Motion for Contempt and Enforcement…back with Lawyer #5. When I totaled up *just* those washed away *cash* HELOC/medical receipts and the *[should have already been repaid]* GAL reimbursement, it was about the same amount as Veeby's current reimbursement request. So in my mind, they should have canceled out each other—that would have been fair.

Yet, Veeby seemingly forgot about all that. Instead, she wanted to claim she no longer owed me *anything* per the Order from the days of Lawyer #5. Veeby wanted reimbursement for her recent payments towards non-covered medical expenses, or she was NOT going to settle anything. It didn't matter that I didn't have the money…she probably felt I should just sell off one of my kidneys or something. I restated my point of view to Lawyer #6 after a phone call:

> *Lawyer #6—It makes perfect sense that Veeby would wave around the ORDER from my previous Motion for Contempt against her. Rationalization is a powerful tool for Veeby. I am merely pointing out the injustice upon me within that previous ORDER, created by Lawyer #5 and simply signed by the Judge. Claiming she's paid me $200 and is "Done" just allows Veeby to wear another punitive smirk.*
>
> *Here's my point: Trying to be "cute with her answers" by claiming that she's fulfilled all her monetary obligations to me via that ORDER is just Smoke & Mirrors within her Game of Divorce.*
>
> *The Final Judgment clearly indicated the amounts she was to have repaid me. Other than Mark's braces which were on a credit card that got washed away through my bankruptcy [$2500-ish], the rest were CASH PAYMENTS, with receipts previously submitted into evidence.*
>
> *Veeby was supposed to have already paid me back my cash payments long before my Motion for Contempt against her [for non-payment] went through…that's indeed one reason why I had to file in the first place. [I gave an itemized breakdown of previous expenses.]*

Veeby was to have repaid me $100 in monthly installments until paid, per Final Judgment. She made ONE payments towards the $600 GAL amount. She should have already paid me back the entire amount prior to my having to file the Motion for Contempt.

In total, Veeby owes me $1200+, regardless of the ORDER she would like to wave around claiming she has paid me in full. This is factual. I expressed this injustice back to Lawyer #5, who understood and agreed. Since I was Pro Se by that point, I didn't do any appeal, knowing it was simply another injustice towards me.

The ORDER from my Motion for Contempt combined ALL the cash receipts and credit card debts, courtesy of the way Lawyer #5 drafted the ORDER. I have my email to Lawyer #5 which clearly detailed my concerns regarding this point. Lawyer #5 wrote it the way she wrote it, the Judge signed it, and I got screwed once more.

Additionally, the current $2000 bill I've received occurred in October, 2010, was appealed through my insurance company, and I only recently received their demand for payment. Therefore, it was not covered in the Motion for Contempt ORDER Veeby wants to wave around. The service date falls before the February, 2011 ORDER date, but the bill was not part of the matter at that time. This bill in question is still part of Veeby owing 50%…and I'm going to have to deal with it since your client won't discuss such matters with me.

Only mentioning once more, the outstanding $850 Veeby owes [the hospital] for Mark's initial procedure in 2010…that she's never paid and now shows up as a BAD DEBT in my credit report. What was that about not harming each other's credit contained within our MSA?

So, I'm not in anyway interested in hearing from Veeby that she wants me to reimburse her.

If she agrees to the deal we discussed yesterday, I will consider it a wash.

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Lawyer #6 had mentioned several times that Veeby was fearful that at any moment I would sue her once more. I tried to bring #6 up to speed with some of the past history of our legal saga, so I sent her two of Veeby's old emails and reaffirmed to Lawyer #6 that Veeby's fear could end—if we could settle before Final Hearing. *[I included these earlier, but feel they are significant and will re-quote them once more]:*

A letter Veeby wrote to my parents:

…just wanted to inform both of you that I am fine and so are the boys. I also want to be accountable to both of you that I have made many mistakes and erred towards John in our time together. I have apologized for my cruel

words and actions towards him and I want to let you both know that I take responsibility for my wrongs in our old marriage. John and I have decided to pause and let each other heal.

I want you both to be certain that you have raised a kind, loving, and gentle man. John is all those good things as well as things that aren't good, like all of us, we have our warts and all. I have lived my life from a place of fear for many years, and that made me do and say hurtful things in order to keep John from hurting me. I know now that I want to live my life from a place of love, to know that I am responsible for not letting myself get hurt.

I don't fear John, I know whatever happens to us we will always love each other, our DNAs are forever linked. I pray you hear my words and forgive me if I have hurt either one of you with my past actions or words. I love you both and pray for good things for you both.

A letter Veeby wrote to me:

John, you are my love and will always be. I know that now. You are right, there is only love or fear, and I have operated out of fear all of my life. Out of fear has come my anger and that has been toxic for me, you and our family. My fear leads to my anxiety which causes me to act in damaging ways. For all of this I apologize and take accountability. I am not proud of how I have been acting with you.

So, at least I tried to remedy this out of court.

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By the time we arrived to the Final Hearing, I still had not found full-time employment and had completely depleted my Retirement funds. My private teaching studio had dwindled down to four (4) students and I had secured a temporary playing gig once a week. My income for the year was below the federal poverty guidelines. Therefore, I *really* didn't have funds to pay monthly child support, or any Arrears.

I'd already picked out my favorite bridge to live under—when I could no longer afford rent—so things were going really SWELL.

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And the Oscar Goes To…

The Final Hearing on my Motion to Modify Child Support had been delayed, postponed and reset by opposing counsel so many times, it seemed like the matter would not conclude until Mark graduated from *college*. After all the craziness of 11th hour emails and phone calls back and forth with #6, Veeby simply wouldn't budge and settle. She wanted her $1400 of reimbursement for non-covered medical expenses…which was really silly to me! I'd already made my case for Veeby not ever having reimbursed ME for about the same amount, but she liked to wave the previous Order around saying she'd already repaid me everything. NOPE…not really.

The morning of the Final Hearing, I got up at god-awful 5 am. I still needed to spend time preparing an Opening Statement. We were slated to begin at 10am, but were only allotted a 45 minute Special Set, so past experience had taught me I needed to be as succinct as possible.

I arrived at the courthouse to a relatively empty waiting area outside of chambers. There were still two cases to be heard before our turn. Opposing counsel had hired a Court Reporter for the event—the same lady they used for Señor RAT's deposition. We entered the Judge's chambers around 10:15am—Lawyer #6, Veeby, stenographer, two (2) judicial assistants and little old me—all seated around what had become a very familiar table and in front of the Judge's desk. *[I thought about carving my initials into the table—to prove I'd been there and lived to tell the tale—but didn't think that would end well for me, so I erred on the side of caution]*. Inside chambers, much of the Judge's vast clock collection had been taken down—he was getting ready to retire…*[Veeby and I had supported his career]*…plus, they were moving office locations. The Judge didn't appear ticked off to see us, or at least he hid it well if he were so inclined.

The Judge began by asking me some miscellaneous questions about the case. He asked me about my current income, etc. I informed him I'd sent out over 450 cover letters and resumés, and had

kept Lawyer #6 apprised of same. I told him that at some point I had an Opening Statement. He said, *"Go ahead."* I read my prepared comments into the record, summarized below.

Basically, we were primarily there to modify the existing Child Support, per state guidelines. I'd simply been laid off from my job nine (9) months ago. Currently, I was receiving Food Assistance, the remaining minor child had a Sick Puppy medical condition and was on Medicaid through me. I was struggling to simply pay my rent, plus I found out my rent was just increased. I volunteered that I'd had to cash out my retirement funds to pay my rent while I looked for work, but didn't have any money left.

However, I knew he couldn't fairly recalculate child support until the Court leveled the playing field. Apples needed to be compared to apples, which wouldn't occur until Veeby was truthful about her income. I alleged that she was still under-reporting her income. I pointed out that the discovery process had uncovered omissions of her foreign income [grandmother's pension] and business income [direct client payments]. I pointed out the massive amounts of cash deposits into her banking accounts was not consistent with her reported minimal income. In fact, discovery further revealed a previously undisclosed American Express account whose purchases and payments far exceeded Veeby's reported income on her most recent tax return. Indeed, Veeby had paid 75% of her "supposed" annual income towards her American Express bill in an amount close to $14,000. Most notably, all of those payments were in the form of Money Orders—many, many money orders which had a $500 maximum each…combined to cover each month's payment in full—which suggested [at least to me] non-reported income.

I told the Judge I had irrefutable evidence that proved Veeby's misrepresentations to the Court and would impeach her income claims. I had the Power of Attorney document Veeby had set up to manage her foreign income, and a multitude of emails she wrote back and forth between the Power of Attorney and her sister discussing the matter. These were the very items she'd "denied" or was "without knowledge" on my Request for Admissions filed with the Court. I offered that Veeby should have admitted the factual docu-

ment and information, but instead had chosen to waste the Court's time [and my time and energy].

I informed him that I had 30+ invoices which Veeby sent to her clients demanding payment for services rendered, when Veeby denied receiving direct payments from her clients. I quickly highlighted the fact that Veeby's camp still had outstanding discovery documents they simply would not produce, yet they neither Responded, Objected or asked for an Extension of Time to produce. They simply stonewalled my multiple requests.

I quickly stated that all the Settlement offers I had proposed that would have settled the matter without needing his intervention… were rejected by Veeby. I addressed opposing counsel's suggestion that I was purposefully and willfully not paying Child Support, nor reimbursing Veeby for medical expenses for Mark were both false and premature. I restated I was not able to make Child Support payments or take on reimbursements when I had minimal income, was on Food Assistance and was simply trying to pay my rent and bills. I identified opposing counsel's attempt to muddy the waters through their Amended Motion for Contempt, specifically as it regarded the Life Insurance policy thread—that it was really the Pot calling the Kettle **BLACK**. I reaffirmed once more: My life insurance policy complied with our MSA while Veeby's newly acquired policy did not comply, and pointed out the specific details contained within my Response and Objections which I'd recently filed.

In **closing**, I asked for the Court to level the playing field when recalculating the new Child Support amounts. Based on the evidence I was about to submit, to impute income to Veeby given her disinformation provided to the Court.

Yep, that's pretty much exactly what I said and how I said it!

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Several times while I was reading my statement, Lawyer #6 *"Objected"*—but the Judge allowed me to continue my "testimony." It was confusing whether I was testifying or giving an Opening Statement. The Judge eventually explained that since I was a Pro se Litigant, I didn't need my lawyer to say anything…since I was functioning as my own lawyer…so it was just me "testifying."

Lawyer #6 then was able to ask me questions *[cross examination?]* and introduced *their* Exhibits. She asked about my education and introduced my resumé into evidence. She asked about my trying to get work, how many places I'd contacted, did I have any job interviews, how many hours a week I was currently working, etc. She entered into evidence an email I'd written to her back in March, 2012—which I'd already referenced within the proceedings—indicating I'd applied to 100+ teaching jobs in the Tri-County area. She then asked me how many additional teaching jobs I'd contacted. I responded that it would be the additional 350 emails I'd just mentioned to the Judge about seeking employment.

After she was finished, the Judge asked me if I had any "witnesses?" I replied I had evidence I wanted to submit and he said I needed to do that through a witness, so I called Veeby as my witness. The Judge had her and I raise our hands and swore us in…a lot of good *that* would do. I asked the Judge if I should talk to Lawyer #6 or the Respondent? He said, *"Talk to your ex-wife."*

Oh…what…fun!

So, I began. I sat directly across from Veeby, looked into her stone cold eyes and right out of the starting gate asked, *"Do you receive direct payments from your clients?"* Undeterred from the previous moment's swearing in to "tell the whole truth and nothing but the truth," she said, *"No."* I kind of expected her answer, but I've never really gotten used to her defiantly lying like that…it took me back for a moment. *[In hindsight, I should have continued asking about how she dealt with the Deductible amounts her financial clients were required to pay before their employers began their payments]*.

Instead, I handed her a piece of paper and asked her if she recognized it. In preparation for the Final Hearing, I'd gathered up 30+ invoices Veeby had generated and sent to her clients several years prior. Back then, she generated them on *my* computer, before she had a dedicated computer for herself. I had triple copies *[for me, for opposing counsel and a redacted copy to submit as an Exhibit to the Court]*. Veeby pretended to not recognize the document…even though it was on her letterhead…and Lawyer #6 stated it was from too long ago. I explained to the Judge that these invoices directly supported my claim that she was lying about receiving direct payments from her

clients, ergo lying about her income. He denied my ability to use them…at all. Don't remember exactly WHY, but since Veeby didn't recognize the document and they were so old, no way was he allowing them to "come into evidence."

I put that folder away and opened up the folder dealing with her Foreign Income. I slid the Power of Attorney she'd created at the French Consulate, back in Fall of 2007 across the table. *[She also renewed her foreign passport at the same time, thus allowing her to go to France in December, 2007…to clear her head]*. Of course, initially she didn't recognize it and could not "read" the document…it was in a different language, etc. *"Objection,"* said #6—*"the document is too old!"* I explained to the Judge how this document was the official legal document she'd set up to help her get her money out of Europe. The Judge stated he couldn't read it and asked if I had a translation. I WAS READY! *"Yes, Sir…here you go."* I was immediately informed the translation needed to be an "officially translated" document…court certified…yada, yada. I told him I used an internet translation site. *Of course*, my translation was "not allowed" and the most important document I had was "not admissible."

I found myself in a situation similar to one of those TV "Detective" type shows—where the bad guy had already confessed to something and the police had recorded the confession on surveillance tape, but the Judge wouldn't allow the "confession" for some legal reason. I had the "surveillance tape" evidence IN MY HAND, but it would not be reviewed by the Judge…for some legal reason? As Pro Se, I simply didn't know what I didn't know, plus I probably didn't have enough money to get all the documents court certified/translated anyways. I basically got "lawyered" once more.

However, the Judge expressed interest and directly asked Veeby about that Power of Attorney document. He specifically reminded her that if she were lying about receiving any monies from foreign sources, that would be perjurious and get her jail time. Of course, she again denied…and then all the roosters across the world crowed at the same time.

I slid another email across the table to Veeby…already highlighted and asked her to read it. The Judge interjected that she needed to identify the piece of paper first…So, I asked if she recognized it, or

did it "refresh her memory" in any way? OF COURSE NOT…she didn't know WHAT it was…it looked like *SOMETHING* coming from, "V-E-E-B-Y at G.M.A.I.L.?"…she simply didn't know WHAT it could be. **Serious dramatic acting going on across the table.** She finally "remembered" that it was an email address she used when she was *formerly married*…to me.

I tried to follow the Judge's lead and asked her to whom it was addressed. Veeby tried her best to slowly "sound it out":

"Con… Con-Stab, Stih…Con-Sti-Po…no, Con-Sti-Pay…Con-Sti-Pay-Ti… no, Con-Sti-Pay-SHY…no, Con-Sti-Pay-Shun???
Con-Sti-Pay-Shun at stoopid.com??
I don't recognize the address at all, Your Honor."

It was hysterical. Like she'd never seen such a word in her entire life. *It was her sister's email address*, but Veeby played the part of DUMB very well.

"And the Oscar goes to…."

Pause

The Judge took a break for about 10 minutes, needing to attend to some other court business. He left us all in his chambers twiddling our thumbs. No one spoke. Eventually, Lawyer #6 looked at the clock on the wall…which was broken. It displayed five minutes past 5 o'clock when we began the proceedings. The time had not changed. Still, I observed Lawyer #6 casually glance at the clock and I then commented to her, *"At least we're not losing any time."* It was fun for me to see #6 try and suppress her laughter. She eventually cast a quick smiling glance my way.

Un-Pause

The Judge returned and I continued with the email placed before Veeby. I explained to the Judge that this was an email Veeby had written which contained her sister's name, the Power of Attorney person's name, account numbers and ATM card information written back in December, 2007…when she'd just gone to France to set up all those details. The Judge basically said, *"Sorry, but she doesn't seem to recognize the email, so it's not admissible."* I slid three additional emails across the table and surprisingly, Veeby didn't recognize a single one. Unbelievable, no? *[Hindsight: I should have testified myself what they were].*

The Judge then announced that we were running out of time and he would have to bring us back another day. However, he had to attend to some other court matters that would take about 30 minutes. If we were all able to stay and wait, he would be willing to work through his lunch time to help wrap up the Hearing. We all agreed to stay. The stenographer *had* another appointment, but she canceled it and stayed as well.

So, with both Lawyer #6 and stenographer "on the clock" at Veeby's further expense, we all moved to the lobby outside of chambers. After two minutes, I walked over to #6 and asked her if we were going to talk *[about settling the matter]* or not? She stated that she would *talk* with me, so we went to an empty hallway, sans Veeby. Lawyer #6 began that she couldn't believe I was willing to "fall on my sword" over a measly $1400…that's all that Veeby wanted to be reimbursed for and they were willing for me to do an installment plan with them. I reaffirmed my position that I'd paid just as much on my side and the whole thing should be a wash, as I'd previously suggested.

I reminded #6 that the Judge was very interested in the Power of Attorney document and had threatened jail time to Veeby if she were caught lying. Counsel responded that Veeby did NOT receive foreign income. I stated a little louder and very firmly, *"She's ABSOLUTELY LYING to you."* I think my intensity caught Lawyer #6 off guard a little. Sorry #6, but your client *was* absolutely lying to you. I mentioned that I had a handful of emails that I was about to present to the Judge that proved she received the funds. I further suggested she march back in there and strongly encourage her client to settle this matter. We parted ways.

Five minutes later, I returned to the lobby area where Veeby and #6 were still talking. I sat on the opposite wall, listening to their whispers…*[musician = good ears]*. When they finished, they prepared to leave until the Judge returned. I took the opportunity to once more stand up to the bully—i.e., I spoke directly to Veeby—and asked her if she'd like for us to talk and settle this matter before returning to court. She began fiddling with her cell phone, then smirked, then actually looked at me and stated, *"You can talk to my lawyer."* She placed

the cell phone to her ear…and walked away. Lawyer #6 looked at me, shrugged and then followed.

Now, Veeby has a common "Tell." When she's not wanting to be bothered or talk, she uses her cell phone as her nervous Tell. She's a **V**ery **I**mportant **P**erson, you know, who needs to always stay in contact with other **V**ery **I**mportant **P**eople…via text and phone calls.

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Eventually, the Judge walked back into the lobby and actually gave me a kind smile as he walked past. I appreciated that. It wasn't a scowl like "you're wasting my time" or "I'm giving up my lunch hour for you" or "I'm ticked to be seeing you again." Overall, I took his smile as a good sign. Veeby's camp reappeared, the Judge invited us to return to his chambers…and we continued.

The Judge asked me if I had any more questions for my ex-wife/witness? I said, *"Yes…but I know she's not going to remember anything."* He slowly allowed himself a wise judicial smirk. I hoped he was paying attention to what all was REALLY going on. I kept driving my point home as much as possible that I was trying to LEVEL THE PLAYING FIELD regarding her unreported income before he used the state charts to simply recalculate the Child Support. I'd already asked him to impute income to her. So, I wrapped up my time.

Lawyer #6 was next and allowed Veeby to clarify and explain all their points. The whole foreign income *[pension]* thing—Veeby stated that all the money went to her 74-year-old mother, *not* Veeby and her sister. Veeby swore she never received any monies from that pension from her *[dead for 27 years]* grandmother *[a huge lie]*.

I mentioned in my opening statement that Veeby had been disqualified from the Medicaid program, so she clarified that *her* income hadn't changed, but now that her "husband" was *finally* living her, the government took his income into account and they couldn't stay in the program. She wasn't disqualified as much as the husband's money was just factored in.

They introduced the point from their Amended Motion for Contempt that since I was not "current" on my Child Support to Veeby, that they'd requested to have all the children's tax exemptions go to Veeby, until I paid her all the money she felt she was due.

Lawyer #6 entered Veeby's Financial Affidavit into Evidence—which seemed odd to me, since it should have already been part of the case file, having been previously submitted. I interjected and asked if this was the first or second Financial Affidavit, since the first one filed was totally inaccurate and misleading. Lawyer #6 confirmed they were introducing the second *[more accurate]* version. Veeby admitted that "her husband" paid their monthly rent *[$1700]* and "her husband" paid her American Express bills last year *[$14,000]*… and then she stated that he *"also bought groceries sometimes."* Quite odd, but that's what she said.

Lawyer #6 asked Veeby about all the medical expenses she'd paid for Mark, confirmed that she'd sent me the receipts and had asked for reimbursement—and that I hadn't reimbursed her *one measly dime*.

I knew from previous *Game of Divorce* court experiences that I would get an opportunity to "Re-Direct" follow-up questions to Veeby, so I wrote some notes while Veeby spewed forth her words. Lawyer #6 wrapped up, and I stated the appropriate, *"Re-Direct, Your Honor?"* and he said, *"Go ahead."* Watch out Perry Mason!

When I turned to face Veeby once more, I received her defiant stone cold gaze. I asked about her *not* disclosing that her "husband" paid their rent on her initially submitted Financial Affidavit. She played dumb and indicated she thought she had. *[NOPE!—that's why I called them on it several months previous; that and her claiming she had almost $500,000 in Liabilities—trying to claim the marital house, that she'd already sold. That's why they had to file the Amended Financial Affidavit…because they misled the court on the first one].*

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I introduced Veeby and husband's 2011 Joint Tax Return into Evidence…allowed in without Objection. I pointed out to the Judge that Veeby and new husband's combined income was significantly less than the total they'd paid for their Rent and American Express payments in the previous year. With their Tax Return in evidence, I hoped the Judge would peruse it more closely before rendering his decision.

I made sure to let the Judge know that Veeby took Noelle as an "exemption" on her tax return, in defiance of our MSA. Veeby ad-

mitted she had, by rationalizing that since I was not "current" on paying her Child Support, she was allowed. I reminded Veeby that she was making an assumption that I still owed her Child Support… my having lost my job and all.

I asked Veeby to compare her signature on her Financial Affidavit to the signature on the Power of Attorney document. She said that she'd already admitted that the PoA document appeared to be her signature, she just didn't remember signing it. Wow…what a GAME!

I pointed out that she'd submitted her non-covered medical expenses reimbursement requests *after* I was unemployed. I turned to the Judge and commented that it was never in question that Veeby had paid the expenses or that I owed her reimbursement per our MSA, but that I'd already spoken with opposing counsel about my not having the funds for reimbursement at that time. Yet, they chose *[needlessly]* to add it to their Amended Motion of Contempt—when it wasn't in their initial filing. I hadn't reimbursed Veeby because I was simply trying to pay my rent and bills.

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We eventually moved into "Closing Remarks" without any official announcement or fanfare. Lawyer #6 had two reams of "case law" printed out to help the Judge in making the "correct" decision. She liberally handed out her stapled copies to the Judge and myself as she proceeded to quote all the precedent setting cases.

Lawyer #6 then openly declared that I had *intentionally* remained "Voluntarily Under-Employed." It was obvious to her that since I had a Master's degree, I was capable of higher earnings. Even though Lawyer #6 referenced my many years teaching at the University, I had *only* looked in academia…albeit sending out upwards of 450 emails…and I should have, could have, needed to have looked in other areas to utilize my skills and bring in more money!

I must admit, when #6 turned things around on me…it hurt my heart. I stopped writing notes. As she slid my copies of the various case law exhibits towards me, I just let them pile up. I sat dumbfounded. She basically argued I was the "bad guy" for not having found a job. The analogy I often used during my unemployment remained the same: I was a "musical" brain surgeon…highly skilled…

yet, all the area hospitals simply already had brain surgeons on their staff. However, to be told I was somehow "bad" because I hadn't applied for the many Nurse or Orderly positions available? Yes, I could be a Nurse or Orderly—or even deliver pizzas—*whatever.* I just hoped it wouldn't come down to that.

Lawyer #6 "Rested" her case, but I got to have my last words. I looked at the Judge and commented the entirety of their requests amounted to "kicking a guy while he's down." I stated that Lawyer #6 could quote all the case law she wanted but the same could be stated back to her client: Veeby also had a Master's degree and could work more if she wanted to *[I don't know if that is even a logical argument, but hey…I tried].* I mentioned that *thankfully* Veeby seemed to be doing well and Mark had a place to live with her, but that I was simply trying to pay my rent. I looked towards Lawyer #6 and said, *"He [the Judge] could come back with an award of $30 million dollars, but I DON'T HAVE ANY MONEY."* I teared up a little at the end—it tends to hit at the most inconvenient times—I wish I could control that a little better, but I was a little overwhelmed. The Judge announced, *"All right, I'll be in touch."* and that was it! I quickly gathered up my ream of case law, shoved it all into my satchel and walked out, rendering one last, *"Thank you, Judge"*…then I escaped.

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I was hurt by the suggestion I was somehow at fault. I understood intellectually that #6 was doing her job for her client. But knowing how much Veeby had LIED and DENIED and made up crap during the entire *Game of Divorce*—it remained unfathomable to me. *I seriously did not understand how the woman I let into my life so long ago and for so long could so cruelly turn into a vindictive ice queen.*

I felt that overall the Judge gave me enough respect and allowed some leniency since I was not trained in the practice of law. I believe he saw that I was doing the best I could, not knowing all the rules. Lawyer #6 played the "Supporting Actress" role for Veeby by trying to Object and acting out the part of "frustrated lawyer" on behalf of her client in front of the Judge, but it was just theatrics. Thank you, Judge!

However, my mind kept swirling for the rest of the day. I told #6 her client was lying in the hallway *[and many previous times via email]*, yet I couldn't introduce my evidence for the Judge's consideration. As I swirled, I eventually got to the place of thinking that *surely* there was some kind of ethical code for lawyers *[or is that an oxymoron?]* that knew their clients were lying…or at least became aware of the lies. I hopped on the web and hit the state Bar site. Sure enough, there's some Rule about lawyers needing to maintain "Candor Toward the Tribunal." Who knew? Since I wasn't allowed to introduce the Power of Attorney, invoices and emails in court, I knew I could at least let her lawyer know. *I could prove Veeby absolutely lied with the paper trail.* Then, Lawyer #6 could make the determination as to whether to alert the court, or withdraw her representation of her client. So I wrote Lawyer #6—and attached 26 emails and other documents. By then, I didn't mind showing her all the cards I held in my hand.

> *Lawyer #6—Please be advised that while your client was "acting" in front of the Judge today, she was absolutely LYING—as I clearly indicated to you in the hallway. Lying about her never having received foreign income and her never receiving direct payments from her clients. Having previously experienced and written about your client's* ***"Vexatious"*** *behavior within our first Final Judgment, the Judge only saw more of the same today in court.*
>
> *The Judge even doubled back to your client about that Power of Attorney document, warning your client that if she were "lying" it could mean jail time. Undeterred, your client continued to lie and deny ever having received monies from the illusive pension funds of her grandmother. OF COURSE SHE DID…as evidenced below.*
>
> *Today, I was prepared. I had everything translated and just didn't know about needing "Court Certified Translations" and wouldn't have had the money to do that anyways. So, I simply got "lawyered." Your client didn't know her own sister's email address?…and "couldn't pronounce it?"… perjuriously hilarious.*
>
> *It was pure silliness that your client "couldn't remember" writing the emails. She probably didn't want to remember, but there they were, in black and white.*
>
> *And, now you can view them in black and white...for your clearer understanding of your client's lies. I am willing to testify as to your not knowing about your client's lies and deceit, but you will have to decide if you must alert the court…or withdraw.*
>
> *Which begs that old question about lawyer ethics: Is it attorney-client privilege or do you have a higher duty to the court to be truthful when you discover your client has committed perjury?*

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CLARITY

Let me be absolutely clear in what I am saying: Veeby knowingly provided false information in an official proceeding to interfere with that proceeding—under oath—and it's a crime called perjury. I'm not talking about the smallest of details possibly misspoken. I'm not trying to make a mountain out of a mole hill regarding little omissions. I am talking about Mount Everest sized lies to the court. From as far back as the Restraining Order, Veeby has calculatingly fabricated lies. Whether her various lawyers were aware or not is debatable. Ultimately, her actions were personal, intentional and revealed her true colors.

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It took close to two weeks before I received the Final Judgment. During that interim, I discovered that for a small fortune, I could obtain the official court transcript of every word from the Final Hearing, but since I took good notes *[above]* and simply didn't have a small fortune lying around, I elected to forego that expense. I knew it would always be available if I truly needed it. I also explored the costs involved to get some of those "court certified translations." I had no way of predicting the outcome of the Judge's ruling on our matter and if things didn't go well for me, I needed to be prepared. Usually, there was a 10 day window to file a Response. My options included filing a Motion to Strike [or Set Aside] the Judge's potential ruling based on Veeby's perjury. Similarly, I discovered there was case law precedent to file a **Motion for Contempt of Court for Perjury**. I felt that if I needed to respond, one of those would probably work. At the same time, I didn't want the incarceration the Judge had promised Veeby if he found out she was lying. I didn't want Veeby to endure the possible punitive financial damages he would probably order…or her to be entangled with the IRS from the Judge's phone call turning her in. So, I composed a polite cover letter asking for mercy from the Court if she were found guilty. I knew the documents I had officially translated, plus the plethora of Exhibits I would sub-

mit with that Motion would easily prove her perjurious actions to the Court. If I needed to file such a Motion, I assumed any negative ruling contained within the Final Judgment against me would be thrown out completely. I didn't want jail time for Veeby…I merely wanted her wrist slapped and the affirmation that I was correct in my assertions of her perjury.

I checked the mail daily. Eventually, a four page **Final Judgment** arrived in hard copy. Old school…no emails were sent from our Judge. Now, I'm not one to rip the envelope open and immediately read the letter while standing at the mail box. I'm more the "come back home, sit on the couch and read it quietly to myself" kind of guy. I needed to absorb it's impact on my life. Was I going to owe 30 million dollars, or had the Judge seen through Veeby's deceptive lies?

FINAL JUDGMENT

This Court conducted a Final Hearing on former husband's Supplemental Petition for Modification of Final Judgment, and on the former wife's Motion for Contempt for non-payment of child support and medical expenses.

The parties were present and testified.

The former husband represented himself. The former wife was represented by counsel.

The parties were divorced on [date]. They have one minor child, [Mark].

The parties entered into a Mediated Settlement Agreement which provided for monthly child support.

Subsequent to the entry of the Final Judgment, the former husband, through no fault of his own, was discharged from his position as professor at a university.

The former husband's current income is from private music lessons and from part-time temporary work at a music school. He has not paid child support since filing his Supplemental Petition for Modification.

The former husband's gross monthly income is currently $$$ from music lessons, and $$$ from part-time temporary work. At the time of the divorce his salary was approximately $$,$$$ per year.

The former husband has made diligent efforts to find new employment. He has made approximately 450 job applications. He hasn't been able to find new employment.

The former husband has liquidated his retirement and used the money to live on.

The former husband filed his Supplemental Petition for Modification on [date].

The former wife is earning approximately the same income she was at the time the parties were divorced. Her gross monthly income is $$$$ per month.

The Court finds that there was a significant, material, unanticipated, involuntary and permanent change in the former husband's income since the entry of the Final Judgment and the modification is appropriate.

The parties agreed in the settlement agreement that unreimbursed medical expenses would be divided equally. The former wife incurred $$$$ in medical expenses for the parties' child. She paid this sum. The former husband's share is [half].

Based upon the foregoing, it is ORDERED and ADJUDGED as follows:

1. *The Supplemental Petition for Modification is GRANTED. A child support guidelines worksheet is attached hereto, and made a part hereof, as Exhibit 1. Guidelines support is reduced to* ***zero****.*
2. *Contempt is DENIED. Enforcement is GRANTED. The former husband shall pay $$$$ for unreimbursed medical expenses for the parties' child paid by the former wife. She is entitled to a Judgment if she seeks same.*
3. *The Court retains jurisdiction for appropriate purposes.*

DONE AND ORDERED…the Judge

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Could we just be DONE, now…please?

So, seemingly I "won" an early termination of child support. Again, bittersweet. Since I never submitted my pile of Mark's outstanding medical expenses during the Final Hearing—and opposing counsel introduced each of Veeby's expenses, the Judge ruled on her reimbursements. *[I had produced Mark's outstanding expenses to opposing counsel during our pre-trial talks]*. As far as I was concerned, Veeby's expenses and my expenses should have canceled out each other.

Immediately after the Final Hearing, Veeby took a two week Mediterranean cruise with "her husband." I'm sure it was all *"just too stressful"* and she needed to get away. I hoped Veeby would follow Disney's movie song suggestion to *"Let It Go, let it go…"* regarding the reimbursement theme. Of course, it wouldn't be logical to pursue for such a small amount, but the whole *Game of Divorce* never seemed to be about logical decisions for Veeby.

The moment Veeby disembarked, I was greeted with Lawyer #6's **Motion to Clarify and Amend Final Judgment**. Veeby's camp *wanted their reimbursement "award"* as a lump sum, but were just as happy to place me on a monthly payment plan. The music theme behind her Oscar nominated movie remained, *"SHE WANTS HER MONEY!"* Of course, they also wanted the Judge to revisit and make a determination regarding the children's dependency exemptions in lieu of her receiving child support. Just lovely. Veeby felt entitled to *something more* since her monthly child support was gone.

I must admit, I had my own internal struggles before I was finally able to "let it go." I knew the multitude of injustices Veeby had hurled against me. I finally reached an acceptable compromise that I could live with.

I believed I possessed the **ultimate nuclear option**.

In case of an Emergency, I could easily submit that…

Motion for Contempt of Court for Perjury.

I knew I could click the "Send" button any time.

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Perspectives



Is the picture a women, or a man playing saxophone?
***Answer**: It's both.*

There is no "right" answer…both perspectives would be correct. While every person might look at the same picture or situation and see something different…they'd all be right from their point of view —hence, phrases like *"There are two sides to every coin."* It seems wiser to me to share our perspectives than to preach the dogma of absolutes. There are no absolutely right and wrong decisions, but merely what "works" for us in a given moment—knowing the very same decision may not work for us at a later time. Understanding the picture above does not happen in the black and white spectrum—it is understood in the GRAY area.

While I considered Veeby to have always been the "screamer" within our relationship—or she merely expressed her many opinions and observations "louder" than me—it would not be an accurate assessment that "she who screams loudest must be right." For many,

many years, I deferred and backed down from her "loudly expressed perspectives" in order to keep the peace within our marriage… [*the word "whipped" immediately comes to mind*]. From *my* perspective, Veeby pulled the trigger to "end us" when I would no longer submit to her rantings and ravings. Towards the end of our time together, the tension between us was such that I literally could not breathe when she was present. I looked forward to her leaving for work outside of the house—so I could breathe once more.

I believe Veeby played her *Game of Divorce* much like a political smear campaign—with our family, friends and through the legal system—using sensationalized accusations within the court motions to somehow validate her moves. I was initially hurt, but quickly learned that the outlandish wording within court motions leaned towards the dramatic and was usually intended for the theatrical stage of the courtroom or a Judge's chamber. I initially bore the harsh attacks and chose to *not* respond in kind, to *not* fight back—trying to take the higher moral road as it were. I eventually observed the negative "ads" from Veeby's camp were seemingly prevailing. I was sure the Judge and others thought her spewed words "must be true." It was torturous.

My *[clarified]* "Reductionist" version of our story remains true:
I hurt her, she hurt me, we decided to separate for a year…and she then quickly changed her mind and decided to divorce instead. The hurts I received from Veeby during our time together are *just as numerous* as her hurts from me, if not more so…they were just different. While my INFJ personality type usually preferred to not shout my hurts from a roof top, that didn't mean my hurts didn't exist or were any less painful. Veeby's perspective was *her* truth…which she spoke often and loudly. However, her truths were not *my* truths or experiences. During one of the last heart to heart conversations we had at the kitchen table before I moved out, I softly expressed my perspectives and truths to her. She responded that my perspective was, *"all f*cked up!"* [sic]. Well, I believe my perspective is not *[all that]* …and my story and truth have just as much validity as hers. Neither version is absolutely "correct," but each version is valid from the teller's point of view.

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Early in our relationship, I discovered that while I generally viewed life as a **half full** glass of water—full of potential and possibilities—that Veeby generally viewed life as a **half empty** glass of water…to which she justified by referring to herself as more of a "Realist." That pretty accurately described the Yin and Yang of "us."

If I could focus on the half full glass of water for a moment, Veeby and I were actually blessed to have found and loved each other, gone through our long journey, created a family and had many wonderful experiences along the way. While it would be easy to concentrate on some of the darker times between us, I believe it more important to focus on all the positives…moving toward a more loving acceptance of our wonderful times together.

I usually trusted the flow of the universe. As the family Veeby and I created was torn apart through the divorce process, I watched another family form. My friends became my family…through their love and support. They caught many of my tears. The universe knew I didn't want to go through the divorce process, yet saw to it that I got the *best lawyer*—**Carol**, my Rock, with her *great support team.* THEY knew the rules of the divorce game and guided me through. They wrote intelligent correspondence, clearly and factually represented each issue…without the dramatic flair. *They were fierce and gentle all rolled up together.* Similarly, the universe assigned the absolute *best Judge* to our case. Even though I didn't agree with all of his decisions, I felt he did a wonderful job overall, given the difficulties in discerning all the craziness presented before him. I wish him well.

My propensity to enjoy peace at all costs, trust the universe and see life as a glass of water which was half full… might better be labeled "*Extreme Acceptance*"…and is clearly explained within the writings of John Tsilimparis. His concepts—to accept things as they are without judging them; to accept others for who they are and for who they are not; to accept that all things must end *[nothing is forever];* to agree to not ask unanswerable questions; and, the most important concept of *gratitude*—basically describe how I had already been trying to live my life. Accepting what life threw at me was my universal coping skill…it allowed me to remain civil and loving even though

there were terribly hurtful emotional bombs being hurled my way throughout the *Game of Divorce*.

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I completely reject the old premise that divorced couples must become enemies for the rest of their lives. That makes absolutely no sense to me. In Veeby's and my case, we'd grown up together, lived together during the highs and lows of life's journey, and created a family together. Deciding to end that partnership was completely fine. Re-marrying…completely fine. Continuing life without daily interactions…the new normal and fine. However, continuing the *Silent Treatment Tango* towards her ex-partner for the rest of her days on this earth…seems completely silly and short-sighted.

Further, **I completely reject** the notion that once *any* marriage or partnership ends that all mutual friends must "pick a side." While well-meaning friends may think they "know" what happened within our relationship, chances are they *don't know both sides* of the story. I would suggest that **true friends** should *extend grace and love to both former partners*—without choosing sides.

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There are many emotional and physical reasons to
"forgive" an ex-partner and move on down the road.

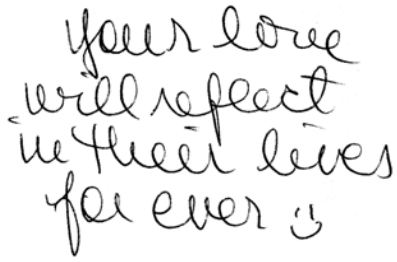
I've extended grace and love to Veeby.
I've forgiven her hurts towards me as best I could.

I am now ready to move on.

I hope she can arrive at a similar place of forgiveness someday.

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Your Love Will Reflect in Their Lives Forever



To My Children:

Mom wrote those words to me many years ago and I believe they have proven true. Both mom and I have loved you kids dearly and we already see that love reflected in your lives. You all were very loved growing up. We had many good times, fun times…with laughing and playfulness. That's very important to remember. You kids have been shaped well by our love.

To be clear, there was never some "Master Plan" that mom and dad would meet, fall in love, have you three children and then get divorced…just to mess up your lives. Generally, that's not how life unfolds. Unfortunately, at this time in our society it's simply more acceptable for people to bail on their marriage relationships when things get difficult. It really *is* hard to stick together "in sickness and in health." You each have friends whose parents are divorced—it's just a thing that is more common these days. You kids have simply experienced that part of life through your parents. I'm sure it probably wasn't fun to live through—seeing your parents disagree and legally fight—*hey, it wasn't fun for us either!*

I threw you all a life preserver before the major waves of divorce crashed over our family. I told you to simply FLOAT through the process…to love on mom, love on dad and to not choose sides while you let the waters simply wash over you. I'm sure you held your breath at times…*me, too*…waiting for the turbulent waves to return to

calmer waters. For the most part, you all have survived. You might even be a little stronger in your upper body muscles from having swum through some crazy times, but…**you've survived**. *The waters are calmer now…you can relax.* You are all right. Wherever you are *right now*, your mom and dad are holding you and giving you a long hug.

You three are NOT damaged goods. Your past does not dictate your future, unless you let it do so. You would be wise to take the opportunity to process your thoughts and feelings with a therapist. Get a different perspective and acquire some helpful emotional tools to better understand and deal with your childhood remembrances of mom and dad's divorce. If you don't do this, you probably will carry around a lot of emotional baggage for quite awhile…and mom and I don't want that for you. Explore the concept that *forgiveness* opens a doorway to *peace*. Then, walk through that doorway and continue your own journey…knowing you have our love and blessings.

Your mother and I had a very long run of growing up together. We did LIFE and LOVE together, as partners. We lived life similarly to how you will…*one experience at a time*. And in so doing, we created history together—OUR history and shared life events. Our schooling, our home purchases, our having each of you, our times of crazy…the all of it. There is no absolute right or wrong version of our story—WE were and therefore YOU are. Mom and I often spoke of how blessed we were to have you three "Golden Gumballs" …those gumballs are unique in color and more rarely dispensed in the rolling vending machines.

Kids, I've found that the struggles we go through in this lifetime help to make us who we are. The physical and emotional scars we wear are merely testaments to the battles we've gone through…and **survived**—indeed, *proof that we are still alive*. By learning to live with your whole heart…and accepting the risks that go along with the rewards…you will come to know your own worthiness. I've lived, am scarred and I know my worthiness. This knowledge has allowed me to endure all types of accusations when I knew they weren't true…to endure many kinds of verbal assaults from those closest to me and from those who didn't know me at all. Each of you were *purposefully* brought into the world by two people who loved each other very

much. While mom and I weren't perfect, we loved you bunches and did the best that we could.

Each of you are gentle, loving and tender-hearted. Your hearts will become further educated in compassion through your relationships with others. I hope you remain open to experiencing love and marriage. I wish for each of you to love deeply and passionately. It's wonderful…yet, scary…but there's no other way to know that part of life. You will most definitely experience hurts and losses within various relationships…again, that's how life works. Embrace the hurts, accept the scars and then move on.

There will be times in the future when you become aware of softly humming to yourself…in the mindless moments alone in your room, a shower or the car. Your mom used to do that, too…and your dad found comfort in those sweet expressions of her inner happiness. Let those moments be a remembrance that you carry our love in your heart…and you will always be all right…no matter what.

I love you **Eliana**…I love you **Noelle**…I love you **Mark**,

Dad

Epilogue

Now at the end of this very long journey, I take a ceremonial hot shower to wash away the grime and signify a new beginning. As I wipe away all the **Smoke** from the **Mirrors**, I am reminded of my truth. On my chest and over my heart, I have a tattoo with the initials of my ex-wife and children. Significantly, I had the letters reversed, which provides a subtle mask to an onlooker. Only by looking in the mirror is the tattoo revealed correctly—as a daily reminder of my love and connection.

Veeby was there when I got that tattoo. Standing along side me as her initial was etched over my heart, she asked the poignant question, *"What if we don't stay together?"* I remember expressing my loving affirmation that she was a part of me…no matter what. That's *my* truth—Veeby *is* a part of me…and I honor that. Her and my travels together during this lifetime cannot be erased or buried. We not only met, fell in love and got married, but we raised a family together… we shared a 33+ year journey in our small boat.

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I never wanted to play the *Game of Divorce*—I'd heard no one ever won. It seems the best one can hope for is to hang on and survive the adventure. Although I'm still emerging from all the surreal experiences, I think I've survived. However, the divorce process left a very deep wound in my heart…one that will never fully heal…a hurt that will bleed again if I get too close to Kryptonite. I'll wear the emotional scars from each vicious attack…forever.

In order for me to "move on" and begin a new chapter in my life, I've placed Veeby in a box on a shelf in the closet of the guest bedroom…right next to the *Game of Divorce*—Home Edition boxed set. I've informed all my guests that they *really* don't want to open that closet door.

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I've lived enough life to realize there are no guarantees. No guarantees that a marriage will last, that you can build a life together, or start a family together, or buy a house together, or pay off the house and grow old together…absolutely nothing is certain. Indeed, the only guarantee we have is that things will CHANGE. Which is neither good nor bad…it's just going to be different. That's life, people. We can only control how we deal with the changes…how we view things…how graciously we accept what life throws us. The "best laid plans" may or may not work out…so go ahead and *live* and *try* and *do*, but also accept…and ***work on your floating skills***.

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My wish is for Veeby to forgive me the hurts she's attributed to me… as I have already forgiven her hurts towards me. That will release her to the peace she seeks.

I further hope Veeby is eventually able to return to the same place of clarity from where she was able to write these words:

I know now that it is the desire of my heart to be loving with you and
I believe that is possible independent of our being mates or not.
I love you forever.

• • • • •

From now on, I will no longer dance the *Silent Treatment Tango*.

Instead, I will enjoy life's dancing lessons with
a wonderful new partner.

The 33+ year dance Veeby and I created
has finally come to an end…

…we simply ran out of coins to keep the jukebox playing.

The Dance

You must always remember that
I never wanted our song to end.

I've led some, but mostly followed…
It was safer for me.
I have stepped on your toes…
Mine have been walked on as well…;-(

I always loved it when you were in my arms.
Hearing you hum…brought me comfort.

Our dance has been a blessing…
Just look at those three beautiful spin-offs!
We will always be former dance partners.

We've ended up on different sides of the room—
You are in the corner of fear and anger…
I'm over near the place of love and appreciation.

Never meant to hurt you…I am sorry

I'll cry with you…since no words can express our loss

However…for now
The music has stopped…
The dance is over.

I have to let you go

If someone will not welcome you or listen to your words,
shake the dust off your *"dancing shoes"* when you leave.

Matthew 10:14

MEMOIR / DIVORCE

*"It has been painful to realize that **John is a cat***
who tried to be a dog all these years,
but in the end, he is a cat and will always be.
I do not want him to be anything more than who he is.
***He has tried to be a dog** because a dog is what I want,*
but alas, he can only be who he is."
~ Veeby ~

Queen Veeby proclaims her husband, John...is a **CAT**.
Her Highness really prefers a **DOG**.

Adorned with shaming pendants, John's collar
merely reflects projections from her royal crown.

They dance the stately **Silent Treatment Tango** until
her screams of discontent drown out the music.

Thus, she abruptly ends their dance and
commences the **Game of Divorce**.

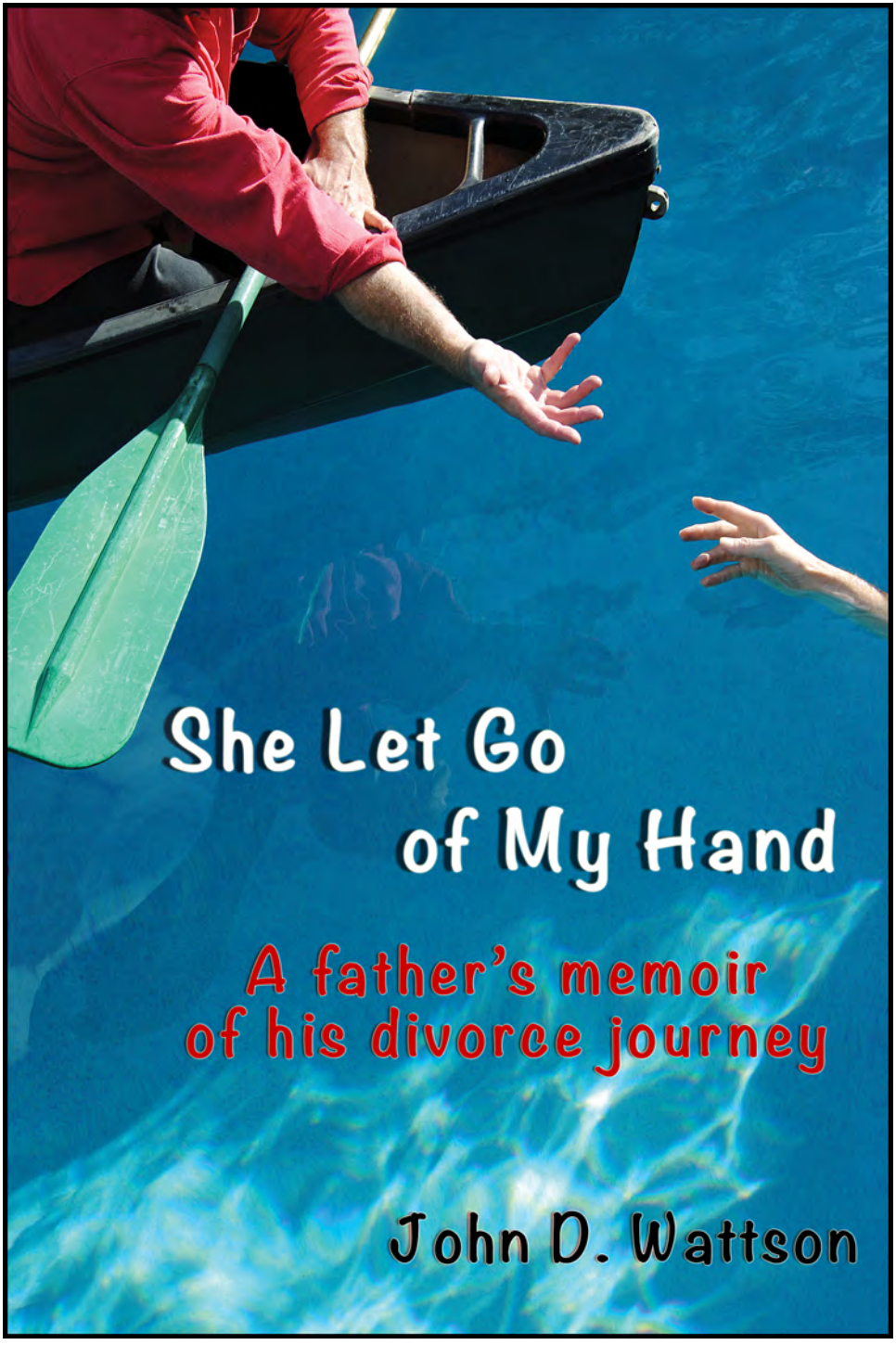
A heart-wrenching story
that resonates with everyone
who has ever experienced
a loving partnership.

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About the Author



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She Let Go
of My Hand
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of his divorce journey
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