

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, STATE OF FLORIDA
FAMILY LAW DIVISION

IN RE: THE MARRIAGE OF:

SARAH HANSON,

Petitioner,

and

Case No. 24-DR-1150

CHRISTOPHER HANSON,

Division: "D"

Respondent.

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TRANSCRIPT OF ZOOM PROCEEDINGS

BEFORE: HONORABLE KELLY A. AYERS

DATE: October 24, 2024

TIME: Commencing at 2:30 p.m.

REPORTED BY: Colleen M. Merritt, Court Reporter
Notary Public, State of Florida

STENOGRAPHICALLY RECORDED (ORIGINAL)
COMPUTER-AIDED TRANSCRIPTION (COPY)

1 APPEARANCES:

2
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7 For the Respondent:
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***** PROCEEDINGS *****

THE COURT: So we are here on Hanson v. Hanson, 24-DR-1150. We are present on Zoom and we have both Mrs. Hanson and Mr. Hanson present along with their respective counsels Mr. Davis and Mrs. Samarkos, correct?

MR. DAVIS: Yes, Your Honor.

MS. SAMARKOS: Yes.

THE COURT: And this is a Motion to Compel Petitioner's Compliance with Mandatory Disclosure and a Motion for Ruling on Amended Objection to Notice of Production from a Non-Party.

MR. DAVIS: Well, as to the latter I don't think they actually filed a motion. They just set our objection to a hearing.

THE COURT: Okay, because I didn't say amended either.

MS. SAMARKOS: We filed a motion, Your Honor, on August ninth.

THE COURT: I saw a motion but I didn't see an amended.

MS. SAMARKOS: It was, so Miss Hanson filed an objection and then an amended objection both on June 13th and so we filed a motion for ruling on her amended objections.

1 THE COURT: Got you, got you. So then I
2 understand the issue here is that there is a belief
3 that the MSA took care of most of the issues at hand
4 so we don't need to be doing all of this
5 discovery.

6 Who would like to start?

7 MS. SAMARKOS: I would start.

8 MR. DAVIS: I'm happy to do that, Your Honor.

9 We filed mandatory disclosure last week to be
10 fair on October 22nd. I received and my client's
11 financial affidavit I received an email today at
12 11:45 a.m. from Miss Samarkos indicating that there
13 were things that were incomplete.

14 I have forwarded them along to my client, my
15 paralegal and asked them to provide the requested
16 documents if they exist as quickly as possible.

17 As to the remainder as to our objections it is
18 exactly that, Your Honor. They have a prenuptial
19 agreement and a marital separation agreement and
20 between the two of those documents equitable
21 distribution is not at issue. Alimony is not at
22 issue. Attorney's fees except as necessary to
23 enforce those agreements is not at issue.

24 So the only thing that is at issue from a
25 financial perspective or from my perspective at

1 least is child support retroactive to the date of
2 separation which if I recall correctly is last year
3 so why would we do financial discovery back to
4 2018? It flies into the face of reason and really
5 is only to harass the former wife who is a regular
6 employee.

7 She's an attorney of an insurance company even
8 though she calls her business, it is really not a
9 business. Even it's Law Offices of Sarah Hanson, a
10 company so it just does not make sense from my
11 perspective to do financial discovery all the way
12 back to 2018.

13 THE COURT: Miss Samarkos?

14 MS. SAMARKOS: So I am going to start with the
15 motion to compel first and then I'll address the
16 motion for ruling on objections.

17 So, Your Honor, to give you a little bit of
18 background this case started out with the parties
19 and they are both attorneys and neither one of them
20 are family law attorneys but they are both
21 attorneys and they filed a joint petition for
22 dissolution of marriage back in January of 2024.
23 They were both pro se. They were trying to do this
24 without attorneys.

25 Miss Hanson then had Mr. Hanson served around

1 April fourth of 2024 and so by that April fourth
2 deadline mandatory disclosure was due on or before
3 May 20th of 2024.

4 Miss Hanson had filed a financial affidavit on
5 May 14th of 2024 but she had not provided any
6 documents responsive to mandatory disclosure to
7 Mr. Hanson so my office got involved in the case
8 around the end of May.

9 We reached out to Miss Hanson who was still
10 pro se and she sent us an email back at the end of
11 May saying that she would be supplementing her
12 financial affidavit and sending us documents
13 responsive to mandatory disclosure. Then she hired
14 Mr. Davis and he got involved in the case around
15 the end of May or early June and in June he spoke
16 with my office and said he asked for an extension
17 to June 28th to provide Miss Hanson's certificate
18 of compliance with mandatory disclosure,
19 corresponding documents and an updated financial
20 affidavit.

21 So June 28th came and went and no documents
22 were received. When no documents were received for
23 almost a month after that June 28th deadline, I
24 sent a good faith letter to Mr. Davis' office
25 trying to obtain the documents and we requested

1 that Miss Hanson comply by July 30th of 2024.

2 So then July 30th came and went, you know,
3 it's almost a month now after the agreed upon
4 deadline. No documents were received. No request
5 for an additional extension or response at all came
6 from that letter so we filed this motion to compel
7 on August ninth of 2024 and even then Miss Hanson
8 refused to provide any documents responsive to
9 mandatory disclosure up until only six days ago so
10 on October 22nd she filed a certificate compliance
11 of mandatory disclosure and amended financial
12 affidavit and so there were only three business
13 days from receiving that response to today's
14 hearing so my office, you know, had a chance to go
15 through those documents and I sent Mr. Davis an
16 email this morning containing a list of what was
17 missing and it is quite a bit of documents.

18 I mean it is not a full production that she
19 gave to us six days ago so I can recite that list
20 of missing documents on the record if you would
21 like but we're requesting that the Court enter an
22 order requiring Miss Hanson to produce full
23 compliance mandatory disclosure, produce the
24 missing documents within five days and also
25 requesting that Miss Hanson be responsible for the

1 attorney's fees and costs that Mr. Hanson has had
2 to incur in relation to this motion to compel
3 because he should not have had to chase down
4 mandatory disclosure documents that were due five
5 months ago with an extension that passed, the
6 deadline passed four months ago and no explanation
7 or why documents were not received at all until
8 just six days ago when we finally got some
9 documents.

10 THE COURT: Hold on so your client is an
11 attorney also?

12 MS. SAMARKOS: Yes, he is.

13 THE COURT: What kind of attorney?

14 MS. SAMARKOS: He's not practicing right now but
15 he was a civil attorney back during the time that he
16 was -- he's licensed with the Florida Bar still.

17 THE COURT: But he's practiced civil litigation
18 before?

19 MR. HANSON: It's not --

20 THE COURT: And then Miss Hanson works for an
21 insurance company?

22 MR. DAVIS: Yes, ma'am.

23 THE COURT: And has she ever practiced law
24 outside of working for an insurance company?

25 MS. HANSON: Insurance defense, Your Honor,

1 insurance defense, I mean, so I'm employed right now
2 by an insurance company but I have practiced law
3 aside of being an employee of one insurance company
4 but always insurance defense, yes, Your Honor.

5 THE COURT: Okay, thank you.

6 All right, Ms. Samarkos, the next issue?

7 MS. SAMARKOS: So the next issue for our motion
8 for ruling on the motions on the objections to the
9 correction of non-party so back in June of 2024, Mr.
10 Hanson when we were representing him but we filed two
11 notices of production of non-party both of those
12 directed to Chase Bank which is our understanding is
13 the wife's primary financial institution so we were
14 seeking her bank statements and credit card records
15 through Chase Bank for a period of five and a half
16 years up to the date of production and so on
17 June 13th of 2024 is when Miss Hanson filed the
18 objection to notice of production so we filed a
19 motion for ruling on the objections on August ninth
20 and so we're asking that those objections be
21 overruled so that we can issue the subpoenas to Chase
22 Bank.

23 While the parties did enter into a premarital
24 agreement prior to their marriage back in 2015,
25 they also entered into what they called a marital

1 separation agreement on October eighth of 2023.

2 They were both, they drafted both of those
3 agreements themselves without consulting with
4 family law attorneys.

5 So when the petitioner asserts that in her
6 objection to the marital separation agreement fully
7 addresses all of the issues related to equitable
8 distribution that is not correct.

9 First the prenuptial agreement doesn't exempt
10 the parties incomes earned during the marriage from
11 being deemed marital and subject to equitable
12 distribution but also the separation agreement it
13 provides for Mr. Hanson paying Miss Hanson a
14 \$100,000 payment and while the separation agreement
15 does provide that she receives that \$100,000
16 payment in exchange for her relinquishing any
17 claims she may have to any of Mr. Hanson's assets,
18 there is no similar relinquishment in the
19 separation agreement of his right to share in her
20 assets or marital assets and that's not listed at
21 all in the separation agreement.

22 The separation agreement also states that the
23 payment of the \$100,000 does not cover the wife
24 waiving the right to obtain marital funds and
25 property purchased specifically by the wife so how

1 is Mr. Hanson supposed to know what items that
2 could potentially be without conducting any
3 discovery if it is not a full, complete waiver and
4 it may just be an error in drafting but the way
5 that it is drafted is not completely a
6 relinquishment of the full resolution of the
7 equitable distribution issue in the case.

8 So therefore the income earned by her during
9 the marriage, the disposition thereof, the
10 purchases made by her including any possible
11 dissipation, the Chase accounts would show that and
12 that is very relevant to the issues of the case and
13 that not has not been resolved by the agreements.

14 Also child support is still at issue in the
15 case and not addressed by the agreements so the
16 information contained in the documents that would
17 be received from Chase contains income
18 information of the petitioner and her income and it
19 is our understanding that it fluctuates from year
20 to year.

21 Also in her objection Miss Hanson states that
22 the records being sought are unduly burdensome,
23 unduly burdensome and so it is important to note
24 that these are subpoenas issued to Chase Bank. It
25 is not a request for production to Miss Hanson.

1 Miss Hanson doesn't have to go and accrue anything.
2 Chase's records department does all of the work.

3 It is also asserted in her objection that she
4 believes that discovery requests are only being
5 made to harass and intimate her however; Miss
6 Hanson served 16 pages of interrogatories on Mr.
7 Hanson back in May of 2024 which requested up to
8 three years of financial information from him, 20
9 years of educational information and extensive
10 personal health information and so he filed his
11 answers to those interrogatories on --

12 MS. HANSON: Stop, I never received any answers
13 to those.

14 THE COURT: Miss Hanson, Miss Hanson, no.

15 MS. HANSON: I apologize, Your Honor.

16 THE COURT: You know better, Miss Hanson, you
17 know better, continue.

18 MS. HANSON: I apologize.

19 THE COURT: Continue.

20 MS. SAMARKOS: He filed his answers to those
21 interrogatories on June 28th of 2024 rather than
22 object to those interrogatories even though he
23 believed that those interrogatories which were served
24 at a time where he thought the parties were working
25 amicably together when they were pro se, he believed

1 they were also unnecessary and only issued to harass
2 him but he's not propounding these discovery requests
3 to do the same with her but also the petitioner can't
4 propound interrogatories on him requesting three
5 years of financial information and then claim that
6 similar information sought by him is now irrelevant
7 or outside the scope of discovery.

8 THE COURT: Did he send the interrogatories
9 after the separation agreement was signed?

10 MS. SAMARKOS: Yes, it was filed the answers on
11 June 28th of 2024 and the separation agreement was
12 signed in 2023.

13 MR. DAVIS: To be fair it was while she was pro
14 se but --

15 THE COURT: All right, Miss Hanson, how are you
16 paid? Are you 1099?

17 MS. HANSON: That's an employee, W-2, 1099,
18 yeah, like through the taxes, yeah.

19 THE COURT: So for the insurance company that
20 you are working for right now, are you a W-2 employee
21 or a 1099?

22 MS. HANSON: I'm going to say W-2 because that's
23 how I am with all employees. I don't own my own law
24 firm. I'm a fictitious entity owned by them.

25 THE COURT: So you're a W-2 employee?

1 MS. HANSON: Yes, I would say that because I
2 don't know what a 1099 is.

3 THE COURT: That is when you're an independent
4 contractor.

5 MS. HANSON: Okay, no, I'm not a 1099, I'm W-2.

6 THE COURT: Have you always been W-2?

7 MS. HANSON: Yes.

8 THE COURT: So I mean, so her income is easy to
9 determine. She's an W-2 employee.

10 MR. DAVIS: Right.

11 MS. SAMARKOS: So that's one issue. There's the
12 issue income of determining child support but there's
13 also the issue of equitable distribution which has
14 not been resolved by the separation agreement or the
15 prenuptial agreement.

16 THE COURT: Tell me why you need to know what
17 her expenditures are at her bank account with respect
18 to income and E.D. I'm not following that, Miss
19 Samarkos?

20 MS. SAMARKOS: So what the, this \$100,000
21 payment that it's Miss Hanson's position that, that
22 resolves everything, the way the separation agreement
23 is drafted it doesn't specifically relinquish any
24 claims that Mr. Hanson has to share in her assets and
25 it also states that this \$100,000 payment does not

1 cover her waiving the right to obtain marital funds
2 and property purchased specifically by her so how is
3 he supposed to know what was purchased specifically
4 by her without conducting any sort of discovery.

5 THE COURT: Are both of these agreements filed?

6 MR. DAVIS: Yes, ma'am, they were filed as
7 exhibits to the counter-petition.

8 My reading of the marital separation agreement
9 which is irrespective to what they call it is still
10 a contractual agreement between the two of them.
11 Looking at the first page of the separation exhibit
12 agreement which is Exhibit B to the amended
13 petition, I read it as they both dissolve each
14 other of equitable distribution.

15 THE COURT: Did you give me an exhibit notebook?

16 MR. DAVIS: No, ma'am, neither party did.

17 THE COURT: All right, I just remember I had
18 some and I haven't used them today and I was thinking
19 I need to get them off of my other desk, okay.

20 All right, so, all right, here's what I want
21 you to do. So on this issue if you can each give
22 me a quick summary in writing email to me and
23 provide me with both agreements I want to read the
24 agreements along with your summaries.

25 MR. HANSON: Your Honor, may I say something?

1 THE COURT: If your Counsel wants you to.

2 MR. HANSON: I would like to. I'm actually
3 retaining new counsel that is taking over. With the
4 hurricane she wasn't able to take over for this
5 hearing. We have been waiting for this hearing for a
6 long time. Discovery into Mrs. Hanson's account is
7 the only issue for me in the case.

8 From the first meeting with my attorney that's
9 what I said and it's all that I have been trying to
10 do. I never had access to her finances. I paid
11 for the majority of things and I always believed
12 the explanations but when she wouldn't share her
13 account information it was almost confirmation for
14 me that there is something that I don't know so
15 this is my only concern here is getting that
16 discovery.

17 When I refused to sit and to waive looking
18 into her account information that's when she sent
19 me 16 pages of interrogatories where I had to
20 compile tons of financial records which she knew
21 all of my information. I was very open with her
22 about what money we had and what accounts so she
23 had all that information and then she asked for my
24 medical information. I had to compile all of that
25 for her and, you know, we're now four months out

1 from the stipulated date where my understanding was
2 the attorney promised to produce the documents on
3 June 28th and that felt like a long time waiting
4 for that.

5 THE COURT: I'm not talking about the mandatory
6 disclosure. I'm talking about you going to her Chase
7 account. That's the only thing I want an explanation
8 on because I want to make sure that you're just not
9 harassing her and being nosy at this juncture so I
10 need to know specifically why you need that Chase
11 account to resolve this case and it sounds like
12 Mr. Davis is saying the case is resolved.

13 There is no, nothing that is going to come out
14 of that and Miss Samarkos is saying, no, there is
15 some more so I need to read both the prenup and
16 separation agreement to see if you need any
17 additional financial information from her to get
18 this case to the finish line.

19 As far as the compel on the mandatory
20 disclosure, I am going to grant that motion.

21 I'm going to give you 10 days, Mr. Davis, and
22 I am going to grant you entitlement to fees because
23 you're both lawyers so you know better. You know
24 there are deadlines and you have to comply with
25 them even if you're pro se and you should also know

1 as lawyers, I can't tell you how many times someone
2 has handed me a contract and said, oh, you don't
3 have to read that, just sign it. I am like, no, I
4 have to read it because I'm held to a higher
5 standard than the normal person and if I get sued
6 under this contract they're going to go, you're an
7 attorney. You should have known to read that and
8 that's the same thing with both of you.

9 You're both attorneys so you're held to a
10 higher standard. You should have known what you
11 were reading and what you were signing to.

12 MS. HANSON: If I may respond?

13 THE COURT: I don't know why you guys have
14 attorneys but go ahead.

15 MS. HANSON: We have attorneys because, Your
16 Honor, attached to my motion for Court ordered
17 communication is all the text messages I have
18 received accusing me of fraud and telling me that if
19 I didn't release eight years of which is the entire
20 time we were married of my Chase accounts that I was
21 going to be prosecuted for fraud.

22 MS. SAMARKOS: Your Honor, I'm going to object.
23 This motion hasn't been filed.

24 MS. HANSON: The text messages I understand that
25 but I am responding to this.

1 THE COURT: Miss Hanson, Miss Hanson, Miss
2 Hanson, stop, you have got to chill for a second,
3 chill, just take a deep breath. I didn't file
4 anything or accuse you of fraud or anything so I'm
5 not sure why you're saying I did this.

6 MR. DAVIS: Sarah --

7 MS. HANSON: Your Honor, I'm not saying that but
8 Your Honor is being given all these explanations and
9 as to these reasonings and you just, Your Honor you
10 indicated you didn't know why we had lawyers and that
11 was when I did an initial affidavit because I was
12 trying to avoid the need of a lawyer and I have been
13 compiling these records. I just, I don't, you know,
14 I mean, it is in the court file and now I'm being
15 accused of fraud and I did read the separation
16 agreement and my understanding of that agreement was
17 that we were both resolved and the marital property
18 that was being purchased as he knew was the house
19 because I was getting kicked out of the house, okay?

20 THE COURT: I'm not saying --

21 MS. HANSON: And that property that was
22 purchased was my house I'm living in.

23 THE COURT: I didn't, I said I don't know why
24 you have lawyers because you're both arguing your
25 case. You both have fine lawyers and they are here

1 to argue the case, that's all I meant by that and
2 obviously you're driven by some emotions so I need to
3 know what the agreement said and what he is looking
4 for so I can make a determination.

5 As far as the discovery I think Miss Samarkos
6 put on enough evidence that there has been a court
7 order, right, with respect to --

8 MS. SAMARKOS: There wasn't a court order. It
9 was just an agreement between Counsel that the
10 discovery would be produced by June 28th for
11 mandatory disclosure.

12 THE COURT: And then there was another one in
13 July?

14 MR. DAVIS: May I add something? There hasn't
15 been a true meet and confer. There have been emails
16 but there hasn't been a true meet and confer and so I
17 would ask the Court to reconsider an entitlement to
18 fees.

19 MS. SAMARKOS: Mr. Davis, I have emailed
20 Mr. Davis. I tried to -- I've been trying to set up
21 a call with him to discuss this since at least since
22 October seventh more recently but back in June I sent
23 him repeated emails in June and July asking about the
24 mandatory disclosure, asking about the response to
25 the subpoenas that we issued.

1 I mean, he's known since August we filed this
2 motion but when we first started the case and we
3 both first got involved in June, I sent him
4 repeated emails and we have phone calls and we had
5 at least a phone call discussing the extension to
6 June 28th.

7 MR. DAVIS: No, that wasn't a phone call. We
8 had a phone call at the onset of the case discussing
9 the case generally and then as to recent request I
10 did respond to it.

11 THE COURT: So, Mr. Davis, we all can state that
12 once they filed the motion in August everyone knows
13 you're put on notice.

14 MR. DAVIS: Yes, ma'am.

15 THE COURT: What date was that, Miss Samarkos?

16 MR. DAVIS: I don't know. It's been a while.

17 MS. SAMARKOS: August ninth.

18 THE COURT: So it has been all of August, all of
19 September, and all of October so that's been three
20 months. Nobody can say that they didn't know what
21 they were looking for at that juncture.

22 Had you provided the documents we probably
23 wouldn't be having this hearing and you both know I
24 very rarely give out fees. I always give everyone
25 a break on it but this one, they are both lawyers

1 and they know and you have been on notice at least
2 since August ninth so the documents just need to be
3 done.

4 MR. DAVIS: For the memos, I would imagine you
5 just want a short memo with a copy of the --

6 THE COURT: A short page and I need the two
7 documents.

8 MR. DAVIS: How long do you need, Judge, for
9 that?

10 THE COURT: No, whatever works with you because
11 you have got to get the discovery over in 10 days so
12 you want to do it after that so you can work on the
13 discovery?

14 MR. DAVIS: Ten days is fine.

15 THE COURT: All right, 10 days.

16 MS. SAMARKOS: Your Honor, what is it that you
17 exactly are requesting?

18 THE COURT: I want the two documents. I want
19 the prenup and the separation agreement mainly I need
20 those two documents and then a short summary of why
21 you believe you need that financial information.

22 It is really kind of, Mr. Davis, yours is
23 going to be on why we're done, you know, we only
24 have one thing left.

25 MR. DAVIS: Yes, ma'am, I understand completely,

1 thank you.

2 THE COURT: Um, so Miss Samarkos, who is
3 Mr. Hanson hiring?

4 MS. SAMARKOS: Vivian Hodz.

5 THE COURT: Are you going to do the summary or
6 is Miss Hodz?

7 MS. SAMARKOS: Um, I'll --

8 THE COURT: You can get with her to make the
9 decision I'm fine with either of you.

10 MS. SAMARKOS: I'll talk with her and Chris and
11 we'll figure that out. She was just unavailable for
12 the hearing today.

13 THE COURT: Okay and then we'll be in a better
14 position to see what we need to get this case to the
15 finish line, correct, once I make that decision?

16 MS. SAMARKOS: Yes.

17 MR. DAVIS: Yes, ma'am.

18 THE COURT: And please explain why we are going
19 back to 2018.

20 MS. SAMARKOS: So because of the language in the
21 postnup that this payment of \$100,000 does not waive
22 any wife, any right the wife may have to marital
23 funds and property other than items purchased
24 specifically by the wife. It is not clear what those
25 items purchased specifically by the wife or could

1 entail so going back that far which is, you know,
2 well into the duration of the marriage could show
3 what items have been purchased that not are not
4 waived by the payment of postnup.

5 MS. HANSON: I mean, I can, we were referring in
6 the contracts all the furniture in the house because
7 I mean that's, that's what that was referring to. I
8 don't know what they are trying to say what they
9 don't know. I mean other than the house purchase
10 post the separation agreement, I don't know what they
11 are trying to say, how they're twisting these words.

12 MS. SAMARKOS: I mean, there is no furniture in
13 the agreement. We are just going by the language in
14 the agreement.

15 MR. HANSON: Your Honor, there are just a couple
16 of facts I just need to add in here. I believe it
17 was 11 days after we were married I opened a joint
18 bank account. Mrs. Hansom never put a dime into that
19 account. I kept the account funding, funded and she
20 would spend money out of it. I paid for all of the
21 expenses associated with the home especially in the
22 last three or four years I started asking her more
23 and more about where of all her earnings were going
24 and asking for some help because I was having some
25 career problems and I never had any access to her

1 financial information.

2 It was a fight that would wake up the kids
3 when I would try. I was trying to keep the
4 marriage together so I had no idea that --

5 MR. DAVIS: Your Honor, at some point I have got
6 to object. This has nothing to do with the issues
7 and Mr. Hanson has never filed a pleading seeking
8 affirmative relief from this Court.

9 MS. SAMARKOS: That's another issue. Miss
10 Hanson just filed an amended petition recently and I
11 believe when Vivian got involved in the case she
12 reached out to Mr. Davis either about an extension or
13 something and I don't know if they have been able to
14 discuss it yet but because she's taking over the case
15 she wanted to file the response to that pleading.

16 THE COURT: Right, and I also don't see where
17 there was leave for amend. Was there a stipulation
18 on that?

19 MR. DAVIS: No, because he never filed a
20 response of pleading.

21 THE COURT: Oh, I got you.

22 MR. DAVIS: If he filed a response to pleading I
23 would need leave to amend.

24 MS. SAMARKOS: It was a joint petition so it was
25 like filed by both of them back in January.

1 MS. HANSON: No, it was filed with permission
2 because he gave me permission to file it. He didn't
3 write anything of it, I just filed something for the
4 divorce with permission.

5 MR. DAVIS: The case got off to --

6 THE COURT: Okay, you guys have to take turns
7 for the court reporter so hold on.

8 If he's never filed for any affirmative
9 relief, that pokes holes in your argument that he
10 would be entitled to her bank accounts.

11 MS. SAMARKOS: Equitable distribution is still
12 at issue in the case because of the pleadings filed
13 by Miss Hanson because they have not been fully
14 resolved by the separation agreement. If they are
15 going by the language in the separation agreement
16 there are still issues for equitable distribution to
17 be determined out there and in her pleadings that
18 even the one that was filed most recently asked for
19 equitable distribution but also in accordance of the
20 agreement.

21 THE COURT: Have the parties gone to meditation?

22 MS. SAMARKOS: They have not because we had no
23 discovery we haven't even been able to set mediation.

24 MR. HANSON: Your Honor, if I may just on the
25 post marital agreement. My understanding now is that

1 there needs to be disclosures for that to be valid
2 and in the mandatory disclosures that they have
3 provided so far there is an Ascensus investment
4 account that only provided records from April of 2024
5 forward not seeing from the time of separation or
6 around the time that the agreement was --

7 MR. DAVIS: Your Honor, at this juncture the
8 Court has ruled on the mandatory disclosure. The
9 Court has given us a deadline on the mandatory
10 disclosure. This gentleman while he is an attorney
11 he has not filed a notice of appearance as co-counsel
12 and shouldn't be arguing his case plus he filed a
13 financial affidavit saying he's too sick to be a
14 lawyer so there's also that.

15 THE COURT: All right. I am going to have the
16 summaries within 10 days with both agreements.

17 MR. DAVIS: Yes, ma'am.

18 THE COURT: You want to -- you know where those
19 agreements are very easily, Mr. Davis?

20 MR. DAVIS: Yes, ma'am.

21 THE COURT: All right, you send me the
22 agreements and copy Miss Samarkos and I don't know
23 why I keep mispronouncing your name, I apologize, and
24 then with your summary within 10 days and then I'll
25 take a look at it and give you a ruling with respect

1 to the subpoena. There is only one, right, Chase?

2 MR. DAVIS: No, ma'am, there's two but they are
3 very similar.

4 THE COURT: Okay, what is the other one?

5 MS. SAMARKOS: They are both at Chase.

6 MR. DAVIS: One says Chase and one says J.P.
7 Morgan Chase but they are seeking different records.
8 There is actually two of them.

9 MS. SAMARKOS: We did one for checking and
10 savings account information and one for credit card
11 information but just to clear it up for Chase and do
12 it as to two separate ones instead of one but they
13 are both to Chase. J.P. Morgan Chase is the same
14 entity.

15 MR. DAVIS: They are documents number 28 and 29
16 if that is helpful.

17 THE COURT: Thank you.

18 MR. DAVIS: Yes, ma'am.

19 THE COURT: All right, and we don't have
20 anything else scheduled in this case?

21 MR. DAVIS: That's correct, ma'am.

22 THE COURT: Okay.

23 MR. DAVIS: Judge, would you like me to send the
24 agreements today or just with the argument in 10
25 days? I'm happy to send it today if that would be

1 helpful.

2 THE COURT: If you send it today I'll take a
3 look at it before then, that would be helpful and
4 then I'll wait for your argument.

5 MR. DAVIS: I'll send it today as soon as we
6 finish the hearing.

7 THE COURT: All right, anything else I can do
8 for you today?

9 MS. SAMARKOS: No, thank you.

10 THE COURT: All right. I am going to an issue a
11 meditation order but you don't have to comply with
12 the deadlines. You can do, you know, whenever you
13 believe that you're ready for it unless you guys
14 can't get along and decide then come back to me and I
15 am going to send you to private mediation.

16 MR. DAVIS: Yes, ma'am.

17 MS. SAMARKOS: Understood.

18 THE COURT: All right, thank you. All right
19 everyone, thank you very much.

20 MR. DAVIS: Thank you for your time, Your Honor.
21 Have a nice day.

22 MS. SAMARKOS: Thank you, Your Honor.

23 (CONCLUSION OF COURT PROCEEDINGS.)
24
25

C E R T I F I C A T E

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

I, Colleen M. Merritt, Associate Court Reporter
for the Circuit Court of the Thirteenth Judicial
Circuit of the State of Florida, in and for
Hillsborough County,

DO HEREBY CERTIFY that I was authorized to and
did, through the undersigned Reporter, report in
shorthand the proceedings and evidence in the
above-styled cause, as stated in the caption hereto,
and that the foregoing pages, numbered 1 to 31,
inclusive, constitute a true and correct
transcription of said Reporter's shorthand report of
said proceedings and evidence.

IN WITNESS WHEREOF, I have hereunto set my hand
in the City of Tampa, County of Hillsborough, State of
Florida, this 3rd day of January, 2025.

By: Colleen Merritt
Colleen M. Merritt
Commission #HH239833

MR. DAVIS: [34] MR. HANSON: [5] 9/19 16/25 17/2 25/15 27/24 MS. HANSON: [16] 9/25 13/12 13/15 13/18 14/17 14/22 15/1 15/5 15/7 19/12 19/15 19/24 20/7 20/21 25/5 27/1 MS. SAMARKOS: [32]	6 600 [1] 2/4 A a.m [1] 5/12 able [3] 17/4 26/13 27/23 about [7] 17/22 18/5 18/6 21/23 21/24 25/23 26/12 above [1] 31/11 above-styled [1] 31/11 access [2] 17/10 25/25 accordance [1] 27/19 account [11] 15/17 17/6 17/13 17/18 18/7 18/11 25/18 25/19 25/19 28/4 29/10 accounts [4] 12/11 17/22 19/20 27/10 accrue [1] 13/1 accuse [1] 20/4 accused [1] 20/15 accusing [1] 19/18 actually [3] 4/14 17/2 29/8 add [2] 21/14 25/16 additional [2] 8/5 18/17 address [1] 6/15 addressed [1] 12/15 addresses [1] 11/7 affidavit [7] 5/11 7/4 7/12 7/20 8/12 20/11 28/13 affirmative [2] 26/8 27/8 after [5] 7/23 8/3 14/9 23/12 25/17 ago [5] 8/9 8/19 9/5 9/6 9/8 agreed [1] 8/3 agreement [33] agreements [11] 5/23 11/3 12/13 12/15 16/5 16/23 16/24 28/16 28/19 28/22 29/24 ahead [1] 19/14 AIDED [1] 1/24 Alimony [1] 5/21 all [35] almost [3] 7/23 8/3 17/13 along [4] 4/4 5/14 16/24 30/14 also [16] 8/24 9/11 10/25 11/12 11/22 12/14 12/21 13/3 14/1 14/3 15/13 15/25 18/25 26/16 27/19 28/14 always [4] 10/4 15/6 17/11 22/24 am [9] 6/14 14/23	18/20 18/22 19/3 19/25 28/15 30/10 30/15 amend [2] 26/17 26/23 amended [8] 4/11 4/16 4/21 4/23 4/25 8/11 16/12 26/10 amicably [1] 13/25 another [2] 21/12 26/9 answers [4] 13/11 13/12 13/20 14/10 any [14] 7/5 8/8 11/16 11/17 12/2 12/10 13/12 15/23 16/4 18/16 24/22 24/22 25/25 27/8 anything [6] 13/1 20/4 20/4 27/3 29/20 30/7 apologize [3] 13/15 13/18 28/23 appearance [1] 28/11 APPEARANCES [1] 2/1 April [3] 7/1 7/1 28/4 April of [1] 28/4 are [33] argue [1] 21/1 arguing [2] 20/24 28/12 argument [3] 27/9 29/24 30/4 around [4] 6/25 7/8 7/14 28/6 as [21] 4/13 5/16 5/16 5/17 5/17 5/22 16/6 16/13 18/19 18/19 19/1 20/9 20/18 21/5 21/5 22/9 28/11 29/12 30/5 30/5 31/11 Ascensus [1] 28/3 Ashley [1] 2/7 aside [1] 10/3 ask [1] 21/17 asked [4] 5/15 7/16 17/23 27/18 asking [5] 10/20 21/23 21/24 25/22 25/24 asserted [1] 13/3 asserts [1] 11/5 assets [4] 11/17 11/20 11/20 15/24 Associate [1] 31/4 associated [1] 25/21 attached [1] 19/16 attorney [8] 6/7 9/11 9/13 9/15 17/8 18/2 19/7 28/10 attorney's [2] 5/22 9/1 attorneys [8] 6/19 6/20 6/21 6/24 11/4 19/9 19/14 19/15 August [8] 4/19 8/7 10/19 22/1 22/12 22/17 22/18 23/2 August ninth [1]	10/19 authorized [1] 31/8 Avenue [1] 2/4 avoid [1] 20/12 AYERS [1] 1/14 B back [13] 6/3 6/12 6/22 7/10 9/15 10/9 10/24 13/7 21/22 24/19 25/1 26/25 30/14 background [1] 6/18 bank [8] 10/12 10/14 10/15 10/22 12/24 15/17 25/18 27/10 Bar [1] 9/16 be [22] 5/9 7/11 8/25 10/20 12/2 12/4 12/17 14/13 19/21 21/10 22/23 23/2 23/23 24/13 27/10 27/17 28/1 28/1 28/12 28/13 29/25 30/3 because [21] 4/16 9/3 14/22 15/1 18/8 18/22 19/4 19/15 20/11 20/19 20/24 23/10 24/20 25/6 25/24 26/14 26/19 27/2 27/12 27/13 27/22 been [20] 12/13 15/6 15/14 17/5 17/9 19/23 20/12 21/6 21/15 21/15 21/16 21/20 22/16 22/18 22/19 23/1 25/3 26/13 27/13 27/23 before [4] 1/14 7/2 9/18 30/3 being [9] 5/4 10/3 11/11 12/22 13/4 18/9 20/8 20/14 20/18 belief [1] 5/2 believe [4] 23/21 25/16 26/11 30/13 believed [3] 13/23 13/25 17/11 believes [1] 13/4 better [4] 13/16 13/17 18/23 24/13 between [3] 5/20 16/10 21/9 bit [2] 6/17 8/17 both [25] 4/3 4/23 6/19 6/20 6/23 10/11 11/2 11/2 16/5 16/13 16/23 18/15 18/23 19/8 19/9 20/17 20/24 20/25 22/3 22/23 22/25 26/25 28/16 29/5 29/13 break [1] 22/25 breath [1] 20/3 burdensome [2] 12/22 12/23	business [3] 6/8 6/9 8/12 C call [5] 16/9 21/21 22/5 22/7 22/8 called [1] 10/25 calls [2] 6/8 22/4 came [3] 7/21 8/2 8/5 can [11] 8/19 10/21 16/21 21/4 22/11 22/20 23/12 24/8 25/5 30/7 30/12 can't [3] 14/3 19/1 30/14 caption [1] 31/11 card [2] 10/14 29/10 care [1] 5/3 career [1] 25/25 case [23] 1/7 6/18 7/7 7/14 12/7 12/12 12/15 17/7 18/11 18/12 18/18 20/25 21/1 22/2 22/8 22/9 24/14 26/11 26/14 27/5 27/12 28/12 29/20 cause [1] 31/11 certificate [3] 3/4 7/17 8/10 CERTIFY [1] 31/8 chance [1] 8/14 chase [17] 9/3 10/12 10/15 10/21 12/11 12/17 12/24 18/6 18/10 19/20 29/1 29/5 29/6 29/7 29/11 29/13 29/13 Chase's [1] 13/2 checking [1] 29/9 child [3] 6/1 12/14 15/12 chill [2] 20/2 20/3 Chris [1] 24/10 CHRISTOPHER [1] 1/8 CIRCUIT [4] 1/1 1/1 31/5 31/6 City [1] 31/17 civil [2] 9/15 9/17 claim [1] 14/5 claims [2] 11/17 15/24 clear [2] 24/24 29/11 client [2] 5/14 9/10 client's [1] 5/10 co [1] 28/11 co-counsel [1] 28/11 Colleen [3] 1/20 31/4 31/22 come [2] 18/13 30/14 Commencing [1] 1/18 Commission [1] 31/23 communication [1] 19/17 company [7] 6/7 6/10 9/21 9/24 10/2 10/3
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