

Exhibit A (Affidavit of Justin McGee)

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

JUSTIN MCGEE,

Plaintiff,

v.

LINDSAY FOREBACK MCGEE,

Defendant.

IN THE FAMILY COURT FOR THE
NINTH JUDICIAL CIRCUIT
CASE NO.: 2022-DR-10-3072

**AFFIDAVIT OF PLAINTIFF FILED IN
SUPPORT OF MOTION FOR
TEMPORARY RELIEF**

PERSONALLY appeared before me, Justin McGee, who, being first duly sworn, deposes and states as follows:

1. I am the Plaintiff in this action, over 18, and reside in Charleston County, South Carolina.

Background

2. Lindsay and I met in law school. We graduated law school in December 2009 and started a law firm in 2011. We were married on March 10, 2012. We have three children together: an eight-year-old son, CHM; a six-year-old son, HMM; and a three-year-old daughter, AJM.¹

3. Lindsay and I separated on May 29, 2022, though we spent two nights together after that (on July 6th and 29th, 2022).

Fatherhood

4. From the time our children were born, I have been involved in every aspect of parenting and their day-to-day life. My entire life is dedicated to being a parent and serving my family. I work, I do projects around the house, and I am a father. From January 2020 up until May 12, 2023, my children have not spent more than a week apart from me. Until Christmas II visitation last year, the children had not gone more than two days without seeing me in three years (almost all of AJM's life).

5. Historically, I handled the vast majority of the nighttime feedings for all three kids when they were infants and young toddlers. I picked up and dropped off our kids to school and daycare

¹ See photographs of our children attached hereto as Exhibit A.

significantly more than half the time. I found and selected the children's daycare providers. I potty trained all three kids. I was primarily responsible for kids' baths. I've found, vetted, and hired more than 20 babysitters (Lindsay hired about three). I found and hired CHM's nanny. I've participated in every parent-teacher conference. When additional involvement was necessary with a school, I handled that too, often by myself. I was always the primary parent and Lindsay acknowledged that to me when things were good between us.

6. My entire house, where the children were raised, is set up for the kids.²

7. Since January 1, 2021, I've been even more involved with the kids (I've had to be as Lindsay was even less involved and distracted). I handled CHM's 2nd grade orientation alone. I registered the boys for school and AJM to attend O'Quinn School. I filled out the extended day paperwork and handled Kaleidoscope. I potty trained AJM. I attended and scheduled the kids' medical and dental appointments (other than urgent care visits during Lindsay's time). I attended more than half of the boys' therapy appointments. I did all this while working full-time and managing a law firm. Lindsay failed to do these things while being unemployed.

8. In 2022, I had the kids with me for Spring Break, Mother's Day, Memorial Day, Fourth of July, Labor Day, Halloween, Thanksgiving, and Christmas (every major holiday). In 2023, I've had the kids with me for MLK Day, Easter, and all of Spring Break. Taking care of three children by myself with this age gap is hard, but I do it, I've done it, and I've done it well.

9. I planned and took the kids on the following vacations or excursions: Charleston harbor sailing cruise, N.C. Zoo, Bee City Zoo, Sepentarium, a kids Pirate Cruise, the Aquarium, Jellystone Campground in Asheboro, N.C., camper trip to Myrtle Beach, Kiawah for Father's Day and Mother's Day, Great Wolf Lodge, the Children's Museum, Charleston RiverDogs, and many more.

² There is a full Lego room. We've built Lego cities that span more than 70 square feet. There are swings and a fort. There is a trampoline, and fishing ponds, and a dock. I built the kids a two-story fort. The kids have an entire floor just for them. I designed the boys' bedroom to have a cool loft in the peak of the house. We have tabletop games like bowling, checkers, chess, and ring toss. AJM has her own room with bunk beds and a giant doll house. There are electric four wheelers and ride-on toys for them. We have over twenty-five NERF guns and we engage in large scale simulated battles. I've been working, almost daily, with CHM throwing a football. HMM and I practice throwing, catching, and batting regularly. We play "the guessing game" in the car when we commute. We have a basketball hoop, many soccer balls, football, baseball gloves, etc. We have squirt guns and water balloon fights. We do "pizza popcorn movie night" on Fridays. We have a puppy, Oliver.

10. Even when it's been Lindsay's time or her weekend over the past few years, I have taken the boys to a movie, the kids to the beach, the kids to Splashzone or the arcade, CHM to watch the Jaguars game, etc. I have constantly assisted with the kids during her time at her request and with her consent. I've been involved with the kids during almost all of her weekends this whole time.

11. I have handled virtually every aspect of our children's extracurricular activities for their entire lives, from registration to taking them, to being involved. Until May 17, 2023, Lindsay had not taken any of our children to an extracurricular event or activity by herself.

12. I registered CHM for Cub Scouts and attended every event with him, including three weekend camping trips and the Pinewood Derby (he and I built his Pinewood Derby car). I purchased his uniforms and gear for camping. I did all of the tasks with him to ensure he progressed from Wolf to Bear.³ I registered HMM for Cub Scouts this year as well and he's excited about it. I registered HMM for baseball and was a coach on his team. I took him to every practice and game during my time and her time. I registered CHM for SAIL Camp this Summer (a camp for gifted and talented students) and AJM for preschool and Summer Camp at O'Quinn.

13. This Court will not receive a credible affidavit from anyone with actual knowledge that states I am anything less than an excellent father to my children.

Mental Health

14. I attend regular therapy with the same provider.⁴ I've read more than thirty 30 self-help books over the past two years. I've also supplemented therapy by seeing a spiritual advisor. I address issues I have directly and I am always striving for self-improvement.

15. Lindsay has struggled with mental health issues for years and isn't motivated to change.

16. Lindsay reports having a difficult childhood marred by significant physical abuse of her, her older sister, and her mother by her father. Both her father and mother were alcoholics. Her mother died in an alcohol-related car accident on May 21, 2006. Her father's alcoholism worsened

³ I sent Lindsay the information and workbook requesting her assistance with completing the tasks CHM missed when he missed Den Meetings during her time and she never did anything to help or even talk to CHM about the missed tasks.

⁴ See Affidavits of Rodney Andrews filed contemporaneously herewith.

after her mother's death, Lindsay and he were estranged, and he died of alcohol-related disease on May 30, 2021. Lindsay's older sister is an alcoholic and heroin addict who has been in and out of jail and rehabilitation facilities. I believe she is homeless and her in-laws have custody of her six-year-old daughter (Lindsay's niece).

17. Lindsay's most significant family member while I've known her was her maternal grandmother ("Nan"). Nan was diagnosed with cancer in October 2014 (right after CHM's birth). Nan came to live with us and died in our home on June 6, 2015.

18. Lindsay had significant postpartum depression that got significantly worse after Nan's death and Lindsay hasn't ever really recovered.

19. Lindsay reported to me, on December 29, 2020, that she'd been having flashbacks, dreams, and intrusive thoughts about being sexually abused by her father at the age of 14. This explained a lot to me – she'd been saying she was suicidal in November 2020. I assumed it was situational (it was COVID, we were remodeling the house, and living in a camper while that was happening, and I was working a lot in an attempt to cover the remodel costs). After these sexual abuse disclosures, her entire demeanor changed. She started acting like a teenager and that immature behavior has continued and even worsened.

20. Lindsay then quit going to see her longtime therapist, Julie, and ceased all therapeutic treatment. From February 2021 to September 2022, Lindsay did no therapy other than sporadic and inconsistent attendance at marital counseling. In September 2022, she signed up for online therapy from an Instagram ad, but that ended in a month. She also attended two therapy sessions with my doctor and therapist, Rodney Andrews, and then quit.

21. For years she and her doctors tried various different anti-depressants, with varied results. She stabilized somewhat when she started taking Viibryd (I believe around 2017) and she used this medication until she stopped in March 2022. Lindsay was taking no medication from March 2022 until at least October 2022, when she started taking Prozac from October 2022 to May 2023, and then she switched to Wellbutrin.

22. Lindsay has a very limited ability to emotionally regulate. Her moods and emotions swing violently. She quite simply loses control. I've witnessed her screaming, wailing, lying on the ground, kicking her feet, out-of-control on many occasions.

23. Lindsay has difficulty perceiving reality – her perception is that everyone and everything is out to get her, she creates a narrative consistent with her perception, and is unable to see the truth. I've had significant concerns that Lindsay suffers from an undiagnosed mental illness for years and believe a psychiatric evaluation is important.

24. These issues present themselves as problems to Lindsay's parenting and I have significant concerns regarding Lindsay's stability and decision-making. She has made, and continues to make, very poor decisions and demonstrates a frightening degree of instability. My concerns are based upon the following, all of which occurred in the last two years:

a. She's been unemployed since July 2022 and spends the day napping, going to lunches, smoking marijuana, day drinking, shopping, and generally being unproductive.⁵ She will say she's diligently sought employment, but her LinkedIn profile is full of marijuana and toxic work environment references, to the extent she isn't appealing to potential employers.⁶

b. On December 16, 2022, Lindsay was in a car accident with the kids in the car and HMM wasn't wearing a seat belt. Lindsay didn't even tell me about this – the kids did.

c. On August 20, 2022, Lindsay left CHM (age 7 at the time) home alone while she ran errands. She didn't give him an iPad, lock the doors, leave a phone, notify the neighbors, or have any talk with him about that to do if there was an emergency.

d. Lindsay and two members of her new friend group created a fictional and imaginary band called "White Noise" (for which they schedule practices, made t-shirts, purchased cow bells, etc.) and these text messages, on their face, are extremely disturbing.⁷

e. On September 8, 2022, Lindsay and a man she'd met the week before went out drinking and, after the bars closed, the two of them got inside Lindsay's vehicle parked alongside Highway 17 and remained in there together for over an hour, though he exited

⁵ See Affidavit of Private Investigator John Clayton filed contemporaneously herewith.

⁶ See screenshots of marijuana posts on her LinkedIn page attached hereto as Exhibit B.

⁷ See text messages produced in response to subpoena attached hereto as Exhibit C.

the vehicle several times to urinate on the wall and throw his arms up in the air yelling “yeeehaaah!”⁸ I think she was either engaging in sexual activity or doing illegal drugs in her car, in public, while parked alongside a busy road.

f. Lindsay sent CHM home on the bus from school without telling him directions for how to get home from the bus stop.

g. On October 24, 2022, Lindsay entered the law firm and my office, specifically, after being asked not to, and reviewed both attorney-client privileged communications and work product about this case.⁹

h. Her boyfriend is a guy who she has called a “sex addict” and “alcoholic” and is a lifelong bartender with a significant history involving cocaine.¹⁰

i. She listed Karen Keys as an emergency contact for our children while Karen had supervised visitation with her own children pursuant to a Family Court Order.

j. She was a named paramour in the Keys’ divorce case in Charleston County and it was alleged that she participated in group sex.¹¹

k. Lindsay was selling marijuana from her home at McCutchen Street.¹²

l. Lindsay allows CHM to sleep on the couch in front of the TV on school nights.

m. Lindsay lets our kids to have significantly too much screentime, at times in excess of 10 hours per day.

n. Lindsay lied to the Probate Court about her father’s estate last year as the personal representative and forged her sister’s name on a filed document.

o. She skipped CHM’s birthday dinner on September 7, 2022 to go to a bar instead.¹³

p. She and Karen had an overlapping sexual relationship with the same man.¹⁴

⁸ See Affidavit of Private Investigator John Clayton filed contemporaneously herewith.

⁹ Lindsay admitted doing this and made specific comments about certain work product documents and draft affidavits.

¹⁰ This boyfriend, Stephen Daniel Fowler, was arrested for cocaine multiple times, including one for cocaine trafficking, as well as a charge for possession of an unlawful firearm. He had further issues regarding cocaine during his own Family Court case as well. See Affidavit of Private Investigator John Clayton filed contemporaneously herewith and excerpts from filed documents in Charleston County Family Court, Case Number 2018-DR-10-2940 captioned Fowler v. Carr attached hereto as Exhibit D.

¹¹ See Complaint filed in Charleston County Family Court, Case Number 2022-DR-10-2781.

¹² See text messages attached hereto as Exhibit E.

¹³ See Affidavits of Karen Ulrich, Jared Dembski, Marissa Bryan, Kaitlyn Yost, Kennedi Eaton, and Private Investigator John Clayton filed contemporaneously herewith.

¹⁴ See Affidavit of Private Investigator John Clayton filed contemporaneously herewith.

q. On September 3, 2022, she invited a man she didn't know to her home and engaged in unprotected sex with him. She contracted a sexually transmitted infection and admitted it was from having sex with this person.

r. She repeatedly participated in virtual sex with a man who she knew had previously used or attempted to use nude photographs to extort a different female.¹⁵

25. These are objectively terrible decisions. Lindsay would never have done these things before. She changed and I believe the change is related to mental health and affects her parenting.

26. I have a video of CHM crying on my porch asking me questions about Lindsay, such as "does mom even want us." I want a Guardian to review this video and so much more.

27. HMM is a strong-willed and outspoken child – he always has been. At times, he does not like to be told what to do. He has red hair and I affectionately dubbed his angry episodes of defiance as "ginger snaps." HMM started having a different level of temper tantrums with Lindsay during Summer 2022 (within weeks of our separation). These temper tantrums have been extreme. HMM has thrown rocks and silverware at Lindsay, hit her, broken things, screamed, and run away.

a. On or about March 25, 2022, HMM (age 4 at the time) had a tantrum with Lindsay and reportedly ran away (more than two blocks to Clearview Drive) and Lindsay had to put the other two kids in the car to go retrieve him.

b. In July 2022, approximately, the boys were home with Lindsay all day because school was out.¹⁶ HMM had a temper tantrum with Lindsay who called me to come over and help her. She said she couldn't handle it. I immediately left work and went there. HMM had torn apart the whole house and was actively in the middle of the worst tantrum I've personally witnessed him having. Lindsay had locked CHM in a room by himself to "protect him." I had to pick HMM up and firmly hug him while whispering reassurances in his ear to calm him down – that took more than five minutes. I kept the kids that night because Lindsay said she couldn't deal with them anymore.

¹⁵ Exhibit C, at pg.14.

¹⁶ This was, upon information and belief, after Lindsay quit her job at NCGS but before school resumed.

- c. HMM had “a major meltdown” and was reportedly throwing silverware at Lindsay. Lindsay said she didn’t “recall the silverware” but that “maybe [she] took from him so he would t throw. Yeah... it was like the old tantrums.”¹⁷
- d. HMM reportedly has his worst meltdown/tantrum ever with Lindsay on January 8, 2023. HMM has small bruises on his face (several in a row that appeared like they could be from fingertips grabbing his face) the next day.¹⁸ I sent Lindsay a picture of the bruises and inquired. She denied touching HMM or his face.
- e. As I understand it, Lindsay switched CHM’s therapy appointment to HMM on May 25 because HMM was again having temper tantrums with her.

28. I have other concerns regarding Lindsay’s parenting too. She is unable to get HMM to do his homework. HMM is struggling academically. I have gone to her house multiple times at her request just to help HMM with his homework during her time.

29. Lindsay does not take care of the kids’ hygiene. She doesn’t have the kids brush their teeth regularly – both boys have had multiple cavities and have had to get fillings and crowns. HMM came back to me wearing the same pair of underwear, unwashed, that I put on him three days prior. She doesn’t cut the kids’ fingernails and toenails. She doesn’t bathe the kids often enough and I frequently covered for her by going to her house and bathing the kids on her days. CHM is at the age where he needs to bathe or shower daily. He showers every weekday with me (starting October 2022). As of February 2023, he still wasn’t doing that with Lindsay.

30. I have concerns about Lindsay handling the children’s medical needs. She cannot figure out the right dosage for antibiotics and regularly fails to administer appropriately. She also fails to exchange medication, which results in frustration or, worse, missed doses.

31. Lindsay consistently gets confused about the visitation schedule, as well as the children’s events, extracurricular activities, appointments, and struggles to “keep up” with what is going on. I’ve tried to supplement and help her by diligently maintaining a Shared iCloud Calendar and sending reminder emails and text messages – Lindsay still consistently struggles. She forgot to

¹⁷ See text messages dated December 3, 2022 attached hereto as Exhibit F.

¹⁸ Ex. F.

send HMM in pajamas and with a teddy bear for Pajama Teddy Bear Day at school (after I sent pajamas and reminded her via text). She constantly fails to exchange school folders, reading lists, and clothes. On February 13, 2023, Lindsay forgot to send CHM's lunchbox for his field trip. Our boys lost their spot in Kaleidoscope Summer Camp last year when Lindsay failed to return the director's calls and emails over a period of weeks.¹⁹ Examples of Lindsay's organizational failures related to the children are too numerous to detail here – it's a constant issue.

32. Lindsay does not prioritize the children. As an example, AJM had a Muffins with Mom event as her school and Lindsay was supposed to go. The morning of she said she wasn't going. When I dropped AJM off at school, I was heartbroken that AJM wouldn't have her mom there so I called Lindsay and said it was important and she needed to go. Her response was "fuuuuck."

33. The children were concerned about Lindsay during Hurricane Ian because she wasn't with us. She did not respond to their FaceTime calls or my texts, to the point the children were asking if she was dead. I later learned she was with a paramour.

34. AJM needed a crown on her front tooth because she fell into a pool and broke it while Lindsay was watching her. Her dentist tried, unsuccessfully, to place a crown on it several times. It was causing AJM pain and there was a chance it would have to be extracted. Lindsay was supposed to be at the appointment but didn't come. AJM had to be held down to place the crown and was screaming and crying – it was a serious event. Lindsay was with a paramour.²⁰

Substance Abuse Allegations

35. I submitted to three 10-panel hair tests, one 17-panel hair test, three CDT alcohol tests, two PeTH alcohol tests, and a urine test. All the results received have been negative.²¹ I'm waiting for

¹⁹ I received a voicemail from Dr. Pepper (head of Kaleidoscope James Island) on May 16, 2022 saying that she had been trying to reach Lindsay for weeks, without response, and that the deposit was due by close of business that day or the boys' spots were going to be given away. I was in Court all day and received that voicemail after business hours. That evening, I told Lindsay she had to call and take care of that or we'd have no childcare for the boys for summer. She said she would. I was in Court from 10:30 – 11:30 the following day (May 17, 2022) and called her when I got out to ensure she'd called Kaleidoscope. She said she forgot. I called and was informed that the boys' spots were no longer available.

²⁰ See Affidavit of Private Investigator John Clayton filed contemporaneously herewith.

²¹ See Affidavit of Dr. Robert Bennett filed contemporaneously herewith and the PeTH test results from Arcpoint Labs attached hereto as Exhibit G.

results for the 17-panel hair test and one of the CDT tests²² These tests will also be negative. I do not use illegal drugs, abuse prescription medication, or drink heavily.

36. I submitted to all these tests to disprove false allegations Lindsay levied against me, have spent \$1,911.00 on such tests, and request that Lindsay be ordered to reimburse this cost.

37. Lindsay's marijuana use rose to the extent she was not functional, which became especially evident in the Summer of 2021. I consumed marijuana with Lindsay on occasion. I have not consumed any since Lindsay and I went on a trip to Outer Banks with her family in May 2022.

38. Lindsay was smoking marijuana all day, every day. I tried to set boundaries, like "no smoking marijuana until after dark" or not when home alone with the kids, but she disregarded those. Lindsay smoked out of a bong first thing in the morning and that would continue for the rest of the day. She also consumed marijuana edibles on an almost daily basis. She was in a fog all day and genuinely couldn't function. She didn't screen or shelter the children from this.

39. Lindsay was ordered to submit to fingernail or toenail testing on May 31, 2023. She did not submit to the testing and claimed the testing facility said her fingernails were too short.²³ She was informed of a testing option that would do the test regardless of the length of her nails.²⁴ She did not submit to that testing. I believe she challenged the credibility of Dr. Bennett because she did not want to submit to the fingernail testing and he was ready and willing to conduct that test.

40. I am attaching pictures of Lindsay that include enlarged images of her fingernails from the past and some that were taken on June 4 showing that she routinely had much longer fingernails she did on June 4.²⁵ I also have concerns she dyed her hair to "beat" that test.

41. Lindsay refused to provide test results from the tests she was ordered to take on May 31, 2023 prior to this hearing. As of the time of this affidavit, I do not know those results.

²² Lindsay waited to request testing and to challenge the provider I was using until it was too late to obtain results prior to this hearing. I believe that, coupled with a novel allegation that I abuse prescription medication, was intentional.

²³ See emails and correspondence attached hereto as Exhibit H.

²⁴ Ex H.

²⁵ See images attached as Exhibit I.

42. More importantly, I recently discovered evidence that she purchased marijuana on May 16, 2023 that led me to believe she's been smoking marijuana this whole time and that her boyfriend (Stephen Daniel Fowler) has been providing it to her. On May 16, 2023, at 12:03 p.m., Lindsay sent Fowler \$500.00 via Zelle with the message, "Monthly friend fee."²⁶ Lindsay later went to Juanita Greenberg's in Mount Pleasant to meet Fowler.²⁷ This is an amount consistent with a monthly marijuana purchase for Lindsay and I cannot imagine any other reason for this transaction.

43. Lindsay promised me, repeatedly, that she stopped using marijuana in September 2022. I tried to believe her and I noticed that she did not appear to be making trips to procure marijuana when a GPS tracker was in place, which seemed to support her assurances. However, she was seeing Fowler regularly and him providing marijuana to her now makes sense.

44. Lindsay says I didn't take any action after she failed her October 18, 2022 hair test. Lindsay said she'd stopped using marijuana repeatedly and I believed her. She agreed to take tests to show declining levels. Then she refused to submit to subsequent testing, but continued saying she wasn't using. When I obtained a picture of her using at a bar on March 28, 2023, she said that was the first time she'd used since mid-September 2022. Her affidavit contradicts her prior statements.²⁸

45. Lindsay said I was the person supplying her with her marijuana before we separated. This is not true. Lindsay obtained edibles and marijuana from several sources, including using the law firm's Fed Ex account, without my consent and over my repeated objections, to send and receive illegal drugs from friends in other states, including Oregon and New York. Upon information and belief, this continued after we separated.

46. Lindsay also regularly purchased marijuana from Taylor Calcote and would pick it up from his residence. He would leave marijuana inside a grill or in boots outside his house and she would retrieve and replace it with money or Venmo him. Lindsay and Taylor started hanging out in his

²⁶ See screenshot attached hereto as Exhibit J.

²⁷ Juanita Greenberg is bar and restaurant that has served as a regular meeting place for Lindsay and Fowler. See Affidavit of Private Investigator, John Clayton, filed contemporaneously herewith.

²⁸ See Affidavit of Defendant filed on June 6, 2023 at ¶18.

home and I believe he was a paramour.²⁹ Lindsay admitted nude photographs were sent and received. They communicated via Snapchat and those communications were not preserved.

47. Lindsay asked me to courier marijuana to her from a high school friend of hers (N.R.) around Mother's Day 2022 (said she couldn't deal with Taylor anymore because he was "hitting on her"). That was the last time I had anything to do with procuring marijuana for her.

48. Lindsay also consumed, or consumes, many other substances, including Adderall, Vyvanse, Klonopin, Ativan, Xanax, Valium, and numerous over the counter supplements, all in addition to her various anti-depressants. She drinks 4-5 cups of coffee and 5-6 cans of Coke per day. In August 2021, Lindsay started consuming psychedelic mushrooms on a daily basis and called it "micro-dosing" as a mental health treatment.³⁰

49. Lindsay stores her medications in small zip-loc bags or weekly pill boxes instead of in childproof bottles. This has been a source of contention between us because I worried the children would find her medication or take it. To address this, I purchased numerous safes and lock boxes to try to get her to secure items I wanted to shelter the children from.³¹

50. Historically, Lindsay did not drink alcohol or drink heavily. Given her family history she viewed alcohol consumption as dangerous. She asked me not to binge or frequently drink when we were dating and I agreed. She and I consumed alcohol very, very rarely during our marriage.

51. I do not regularly consume alcohol, period. I have consumed no alcohol since the weekend of May 12 – none, zero. I submitted to alcohol testing, multiple times, and provided those results.³²

52. In the summer of 2022, Lindsay started drinking alone and frequently consuming a large amount of alcohol.³³ This has continued since.³⁴

²⁹ All three of the men with whom Lindsay had an affair with (Calcote, Fowler, and Forino), upon information and belief, supplied her with illegal drugs.

³⁰ Upon information and belief, Lindsay and her friends also consumed psychedelic mushrooms on Labor Day weekend 2022. *See* Ex. C.

³¹ *See* screenshots of Amazon purchases attached hereto as Exhibit K.

³² *See* Affidavit of Dr. Robert Bennett filed contemporaneously herewith and Ex. G.

³³ *See* Affidavits Marissa Bryan and Private Investigator John Clayton filed contemporaneously herewith.

³⁴ *See* Private Investigator John Clayton filed contemporaneously herewith.

53. Lindsay consumed alcohol during the day prior to when she was supposed to or did pick up our children on at least the following occasions: August 5, 2022,³⁵ March 28, 2023 (also smoked marijuana on this day), and April 28, 2023. I believe this occurred other times as well.

54. On March 28, 2023, Lindsay went to a bar and was drinking and smoking marijuana from a vape pen within hours of when she was supposed to pick the kids up from school.³⁶ She was at the bar for almost two hours and then went back to her house with a paramour (Jay Forino).³⁷ This was alarming. I went and picked the kids up.

55. On April 28, 2023, she and a paramour (Fowler) went to a bar in the afternoon.³⁸ Lindsay arrived home at 3:05 p.m. and was supposed to pick the children up from school within an hour and a half. I called Lindsay at 4:05 p.m. and asked whether she'd been drinking – she did not respond and hung up. She immediately went to pick the boys up from school.³⁹ I sent her a text asking if she'd been drinking. She did not respond. I went to pick up AJM. I texted her and informed her that I was going to call the police if she was drinking and now driving the boys. She called me around 4:30 p.m. and said she and the boys were at the office – I told her again that I was going to call the police if she was drinking and driving with the boys. She then rushed the boys out of her car and into the back door of the office before she ran out and drove away.⁴⁰ Lindsay never responded and confirmed or denied that she'd been drinking that day.⁴¹

56. Days later, Lindsay said she wasn't drinking on April 28. She said her paramour was drinking heavily but she only had "mocktails." I suspect she assumes there are pictures of her at the bar. There aren't. I believe that was a lie and she was drinking, especially given how she acted that day. She also refused to submit to alcohol testing when asked repeatedly on April 28 and 29.⁴²

57. This incident was the catalyst for me filing the motion for temporary relief on May 1.

³⁵ See Affidavit of Marissa Bryan filed contemporaneously herewith.

³⁶ See photographs of Lindsay at Triangle Char Bar in West Ashley holding and smoking a marijuana vape pen attached as Ex. A to the Affidavit of Jane Watts filed contemporaneously herewith.

³⁷ See Affidavits of Private Investigator John Clayton and Sally Watts filed contemporaneously herewith.

³⁸ See Affidavit of Private Investigator John Clayton filed contemporaneously herewith.

³⁹ See text messages with Lindsay attached hereto as Exhibit L.

⁴⁰ See Affidavits of David Conor Keys and Sally Watts filed contemporaneously herewith.

⁴¹ See Ex. L.

⁴² See text messages with Lindsay attached hereto as Exhibit M.

58. Here are additional examples for why Lindsay's substance abuse/behavior are concerning:
- a. Lindsay regularly drives home after drinking.
 - b. Lindsay regularly goes to bars and restaurants and she drinks alone.⁴³
 - c. Lindsay pays cash for alcohol while paying simultaneously paying for food with a credit card and I believe she does so to disguise her alcohol consumption.⁴⁴
 - d. Lindsay created a whole new friend group that consists of food and beverage employees and people whose lives appear to revolve around partying and substance abuse.
 - e. Lindsay illegally shares/exchanges Adderall with friend.⁴⁵
 - f. Lindsay also smoked marijuana with a friend during playdates with the kids.⁴⁶
 - g. Lindsay sold marijuana from the house at McCutchen Street.⁴⁷
 - h. Lindsay and a friend (Karen Keys) drank to excess and then went to hotel room at Charleston Place, smoked marijuana, set off the smoke detector, which prompted Lindsay to stand on a table to fan smoke away from the detector. She fell down and broke the end table and a lamp. She had a massive bruise on her leg and believed she sustained a concussion (hotel security came but did not report the incident to police).
 - i. She gave up her entire week of visitation with the kids over Thanksgiving 2022 in favor of partying and going out with friends and got so drunk one night that she was too hungover to do anything at all the following day.⁴⁸
59. Much of this evidence came from production that occurred last Fall. Lindsay has not produced communications or other evidence case since then, despite requests.⁴⁹ In fact, she has intentionally deleted evidence after she was sent a Spoliation Letter instructing her not to do so.⁵⁰

⁴³ See Affidavit of Private Investigator John Clayton filed contemporaneously herewith.

⁴⁴ See photographs of point-of-sale system evidencing Lindsay paying for food via credit card and purchasing wine with cash on attached hereto as Exhibit N. Lindsay has also had a paramour pay for alcohol and then reimbursed him through peer-to-peer payment apps.

⁴⁵ See Ex C at page 7.

⁴⁶ Ex E.

⁴⁷ See Lindsay's text messages with Karen Keys, Ex. E at page 7 ("Yes. I'll leave it in porch this am in a bag for you. It was 60"). Also, Lindsay denied a Request to Admit despite the very clear evidence in text messages that she was selling marijuana to Karen Keys, which she produced in response to a subpoena. See Answers to Requests to Admit attached hereto as Exhibit O.

⁴⁸ See text messages attached hereto as Exhibit P and Affidavit of Private Investigator John Clayton filed contemporaneously herewith.

⁴⁹ See emails between counsel and my emails producing bank statements to Lindsay attached hereto as Exhibit Q. Everything Lindsay has requested informally, I provided within 24 hours.

⁵⁰ See Spoliation Letters served on Lindsay attached hereto as Exhibit R and also see Affidavit Sean Leonard filed contemporaneously herewith.

60. It's also important to understand that Lindsay engaged in all this behavior while knowing she was being investigated and that a GPS tracker was used to track her vehicle – meaning, this is her “best behavior.” I'm concerned that Lindsay either cannot control herself or sees nothing wrong with her decisions – either scenario is scary.

61. I avoided litigating this case and filing motions against Lindsay because I never wanted to say all of these things about her. I care about her and I know this will be hurtful. I was able to cover for her deficiencies and shelter the kids from them. I didn't believe that a Family Court hearing was the best avenue for her to get better. I gave her chance after chance. I believed her when she made promises. I did not want this for my family. I tried to avoid it.

Lindsay's Credibility

62. Lindsay's Answer and Counterclaim lists the date of our separation as February 21, 2021 and she stated it again in this verified motion.⁵¹ This is false. I lived at the McCutchen house from June 2021 until May 30, 2022. During that time, Lindsay and I went on trips together and spent the night in multiple hotels together (just the two of us). Lindsay and I went to Outer Banks for a trip with her extended family for a week in May 2022 and slept in the same bed. Lindsay and I spent the night together at the McCutchen house on July 6, 2022, after going to a concert together, and again on July 29, 2022 after the Van Gogh Experience and then Hall's Chop House together.

63. Lindsay said I abuse prescription medication.⁵² This is the first time, ever, she's made this allegation. This is false.⁵³

64. Lindsay said that I have not paid for Kaleidoscope since January 2023 and only paid \$530.00 total this year.⁵⁴ This is false.⁵⁵

65. Lindsay said that I enrolled AJM at O'Quinn without telling her.⁵⁶ This is false.⁵⁷

⁵¹ See Answer and Counterclaim filed on January 3, 2023; see also Verified Motion for Emergency Temporary Relief filed on June 8, 2023 at pg. 4.

⁵² See Affidavit of Defendant filed on June 6, 2023 at ¶4, 5,17; see also Verified Motion for Emergency Temporary Relief filed on June 8, 2023 at pg. 4.

⁵³ See Affidavit of Rodney Andrews dated June 9 and Dr. Robert Bennett filed contemporaneously herewith.

⁵⁴ See Ex. H.

⁵⁵ See Venmo and Kaleidoscope receipts attached hereto as Exhibit S.

⁵⁶ Ex. H.

⁵⁷ See emails and text messages regarding O'Quinn attached hereto as Exhibit T.

66. Lindsay said I assured her that I would be “100% responsible” for the cost of O’Quinn.⁵⁸ This is false. Lindsay objected to the cost, but I never assured her I would be responsible for it.⁵⁹
67. Lindsay said that she is not spoliating evidence.⁶⁰ This is false.⁶¹
68. Lindsay said that she has paid the boys’ lunch account and kept it current.⁶² This is false.⁶³
69. Lindsay said that sharing custody of our children is “no longer workable in the best interests of the children.”⁶⁴ This is completely contradictory to and inconsistent with her other statements.⁶⁵
70. Lindsay said I purchased a book about how to “control people using shame.”⁶⁶ This is false. I bought a book “Emotional Blackmail” and was reading it to learn how to better deal with her.⁶⁷
71. Lindsay said I came to her home unannounced on May 12, 2023.⁶⁸ This is false.⁶⁹
72. Lindsay said I “punish” her by picking the kids up from school early or keeping them for several weekends consecutively.⁷⁰ This is false. The times I have picked them up early or kept them on her days were due to her instability and substance abuse or by agreement.
73. Lindsay said that I am mad that she did not assist with reducing or dismissing the pending criminal charges and my filing this motion is retaliatory.⁷¹ This is false. I filed a motion seeking the same relief on May 1, 2023, before the incident on May 12, 2023.⁷² Further, it is Lindsay who is using the pending criminal charges and ODC suspension in an attempt to force me concede to

⁵⁸ See Verified Motion for Emergency Temporary Relief filed on June 8, 2023 at ¶8.

⁵⁹ See email re: O’Quinn attached hereto as Exhibit U.

⁶⁰ Ex. H.

⁶¹ See email regarding deleted Shared Calendar attached hereto as Exhibit V and Affidavit of Sean Leonard filed contemporaneously herewith.

⁶² Ex. H.

⁶³ See email notifications and electronic communications with Lindsay attached hereto as Exhibit W.

⁶⁴ See Verified Motion for Emergency Temporary Relief filed on June 8, 2023.

⁶⁵ See communications attached hereto as Exhibit X.

⁶⁶ Ex. E.

⁶⁷ See screenshot of purchase history attached hereto as Exhibit Y.

⁶⁸ See Verified Motion for Emergency Temporary Relief filed on June 8, 2023 at pg. 4; see also Affidavit of Defendant filed on June 6, 2023.

⁶⁹ See text messages from May 12 attached hereto as Exhibit Z.

⁷⁰ See Verified Motion for Emergency Temporary Relief filed on June 8, 2023.

⁷¹ See Affidavit of Defendant filed on June 6, 2023 at ¶2.

⁷² See Plaintiff Motion for Temporary Relief filed on May 1, 2023.

her demands in the family court case.⁷³ I did not concede to what she wants – primary custody and no substance abuse testing for her – because it endangers our children.

74. Lindsay said I have “a very long history of using cannabis, abusing alcohol, in combination with prescription medication.”⁷⁴ This is false.

75. Lindsay has claimed I was abusive by purchasing sex toys for her. This is false. They were purchased during our marriage, jointly, when we were attempting to reconcile, for the purpose of helping her overcome what she described as an inability to be sexually intimate after the repressed memories of sexual abuse and she appreciated them.⁷⁵

76. Lindsay said I told the children she “would be homeless and on the street if it wasn’t for me.” This is false. CHM asked me how mom pays for everything at her house because she doesn’t work. I reassured him and said that I would always make sure everything gets paid and that his mom would always have a house. I did not disparage her.

77. Lindsay said that she is concerned about me “continuing to expose our children to [my] paramour overnight.”⁷⁶ I’ve never exposed our children to any paramour overnight. This is false.

78. Lindsay presents that she has concerns are about the children’s wellbeing if exposed to a woman I was dating (Grace). This is false. I discussed having Grace around the kids before doing so and she said, “I don’t know of a reason she needs to be restrained. If you are serious about her then its ultimately your call whether to have her meet the kids.”⁷⁷ She also sent a separate text saying she thinks Grace is better with the kids than I am.⁷⁸

79. Lindsay said I told her I’ve been drinking regularly.⁷⁹ This is false. I did not say that and have not been drinking regularly or heavily.⁸⁰

⁷³ See letter from Currance dated May 18, 2023 attached hereto as Exhibit AA; transcript of audio recording attached hereto as Exhibit BB, and Affidavit of Rebecca Walden filed contemporaneously herewith.

⁷⁴ See Affidavit of Defendant filed on June 6, 2023.

⁷⁵ Ex. E.

⁷⁶ See Affidavit of Defendant filed on June 6, 2023.

⁷⁷ See text messages between Lindsay and I dated December 6, 2022 attached hereto as Exhibit CC.

⁷⁸ See text message from Lindsay dated April 23, 2023 attached hereto as Exhibit DD.

⁷⁹ See Affidavit of Defendant filed on June 6, 2023.

⁸⁰ See Affidavits of Dr. Robert Bennett and Rodney Andrews filed contemporaneously herewith.

80. Lindsay said I “never had an issue with her parenting” and that I have “never questioned [her] care of the children, until a month ago.”⁸¹ This is false.⁸²

81. Lindsay accuses me of stealing her golf cart. This is false. The golf cart was with me at Eddy Farm after she moved to McCutchen. I didn’t bring it to McCutchen until after I’d been living there for months, while Eddy Farm was a short-term rental property and I was concerned about short-term tenants using it. She wanted to keep it and I wanted it back at Eddy Farm and took it back there. I did not “steal” anything.

82. Lindsay said I submitted to drug testing under an alias and that my hair test was not accurate because it was not positive for Adderall (a medication I’m prescribed). This is false.⁸³

83. Lindsay accused me of “mirroring” her cell phone, illegally hacking into her iCloud, tracking her through her Air Pods, and placing a listening device or “bugging her vehicle.” These are all false.

84. Lindsay said I sent the firm’s law clerks into O’Brien’s Bar & Grill to get them to seduce her boyfriend.⁸⁴ This is false.⁸⁵

85. Lindsay claims I told the children that her “paramour was a criminal and that he could be coming to the house and they needed to be worried.” This is false.

86. Lindsay said I told her that her using marijuana “did not matter.”⁸⁶ This is false.

87. Lindsay accused me of having a woman spend the night with me at my house and driving her home by boat the following day.⁸⁷ This is false.

88. Lindsay denied a request for that the children be allowed to have visitation with my mother over Memorial Day weekend and said, “As to Ms. McGee’s mother, while very [sic] much likes his mother and step-father, she does not agree for them to have the children without Justin

⁸¹ See Affidavit of Defendant filed on June 6, 2023 at ¶3.

⁸² See Affidavits filed contemporaneously herewith. There are hundreds, if not thousands, of text messages and emails between us evidencing issues I’ve had with her parenting and questions I’ve raised over her care of our children. Many of these concerns are set forth in this affidavit.

⁸³ See Affidavit of Dr. Robert Bennett filed contemporaneously herewith.

⁸⁴ See text messages attached as Exhibit EE.

⁸⁵ See Affidavit of Marissa Bryan filed contemporaneously herewith.

⁸⁶ See Affidavit of Defendant filed on June 6, 2023.

⁸⁷ See text messages attached hereto as Exhibit FF.

present.”⁸⁸ Then, on June 2, Lindsay said I could have visitation so long as it was supervised by my mother.⁸⁹ This is an example of the extreme inconsistencies that reveal Lindsay is not credible.

89. Lindsay said that she wanted me with the children “from day one” after the May 12 incident, and that me being able to see and talk to them is in their best interest. This is not true. She did initially want me to continue having unsupervised visitation without interruption, but that changed. I haven’t seen them in a month and Lindsay found numerous ways to block that.⁹⁰

90. On May 26, 2023, Lindsay’s lawyer sent a letter denying a visitation request over Memorial Day weekend stating that Lindsay “questions Mr. McGee’s beach house rental since this is her weekend with the children.”⁹¹ Lindsay and I communicated about that beach house rental and that we should do it over Memorial Day weekend and not Mother’s Day weekend (which was our tradition with the kids).⁹² It was rented on May 8, 2023. This is another example of dishonesty.

91. I believe Lindsay will say I have a history of being physically abusive to her. This is false. I was not physically abusive to her during our marriage.

92. Lindsay accuses me of being financially abusive to her.⁹³ This is false.⁹⁴

93. Lindsay accused me of “tracking her every movement” and sending my mom to church on June 4, 2023 to “mess with” the children.⁹⁵ This is false.⁹⁶

⁸⁸ See letter from Pete Currence dated May 26, 2023 attached hereto as Exhibit GG.

⁸⁹ Ex H.

⁹⁰ Ex H and Ex. GG.

⁹¹ Ex. GG.

⁹² See text messages from May 7, 2023 attached hereto as Exhibit HH.

⁹³ See Affidavit of Rebecca Walden filed contemporaneously herewith at Ex. B.

⁹⁴ Based upon the firm’s bookkeeping Lindsay’s billable hours for each year from 2012-2021 are as follows: 2012: 364; 2013: 316; 2014: 264; 2015: 0; 2016: 0; 2017: 0; 2018: 0; 2019: 3.5; 2020: 142; 2021: 42. Lindsay and I have the same education and have been licensed to practice law for the same amount of time. I did not have student loans, but we aggressively paid off almost \$200,000 of Lindsay’s student loans during our ten-year marriage (a large portion of which was paid from my nonmarital funds and the remainder almost solely from income generated by my efforts). During our marriage, Lindsay and I were both paid a salary and approximately \$120,000 per year of W2 wages was deposited into our joint checking account. I did not access or spend those funds, Lindsay did. Additionally, we each had draws from the law firm each year that were relatively equal We paid off almost \$200,000 of Lindsay’s premarital student loans during the marriage. Lindsay also, inconsistently, claimed that me working long hours was also abusive to her and CHM.

⁹⁵ See Affidavit of Rebecca Walden filed contemporaneously herewith at Ex. B.

⁹⁶ See Affidavit of Rebecca Walden filed contemporaneously herewith.

94. I believe Lindsay is going to attack my reputation or ethics as a lawyer. These attacks will be false.⁹⁷ Lindsay, on the other hand, has engaged in bizarre unethical conduct as a lawyer.⁹⁸
95. Lindsay falsely accused me of physical abuse on two occasions:
- a. On December 8, 2015, Lindsay took the cash from a secured location at the office and left a post-it note saying “FUCK YOU! And your buddy [client name] too!”⁹⁹ She put the cash in her car. I was informed she did this by an employee and went to her car and retrieved it. Lindsay confronted me as I was walking back inside and tried to grab the cash. She called the police and claimed I assaulted her. I did not. I didn’t even touch her. Police responded and determined I had not, based upon the statements of employees who were present.
 - b. On October 5, 2022, Lindsay was at the office after being asked not to be there because she had taken numerous items of furniture, art, and personal property from the office. I confronted her. She said she was a partner and was entitled to be there, so I called the police. While on the call, the dispatcher asked if I wanted an officer to come out. I walked up to Lindsay and asked her, “are you going to leave?” Lindsay responded and said, “you just assaulted me!” So, I asked the dispatcher to send someone. I did not assault her. Lindsay claimed that I tried to or did push her down and used my vehicle to block her in so she couldn’t leave. This is false.¹⁰⁰
96. Yesterday, June 12, 2023, in an attempt to deflect her failure to pick up CHM from his summer SAIL camp, Lindsay falsely accused me of failing to provide the camp with her contact information. This is false.¹⁰¹ I received a call from two phone calls from camp logistical employees notifying me that CHM had not been picked up. Due to my bond conditions, I cannot communicate directly with Lindsay; therefore, I provided them again

⁹⁷ See Affidavits of other attorneys filed contemporaneously herewith.

⁹⁸ See Affidavit of Clint Noland attached hereto as Exhibit II.

⁹⁹ See picture of note attached hereto as Exhibit JJ.

¹⁰⁰ See Affidavits of Jared Dembski and Karen Ulrich filed contemporaneously herewith.

¹⁰¹ See Sail Camp registration form, emails between parties and counsel attached hereto Exhibit KK.

with Lindsay's cell phone number and asked that they call her directly. Additionally, I immediately notified my counsel to reach out to her counsel to inform Lindsay. Based upon my knowledge of Lindsay's organizational failures, I anticipated that she would not handle managing CHM's requirements for camp including the issue of transportation. Therefore, I proactively provided this information to her through counsel repeatedly. Unfortunately, despite my efforts and the fact that Lindsay presumably handled his drop off to camp today, still failed to pick him up and he was stuck at camp after it ended for more than 30 minutes.

Events Leading up to May 12, 2023

97. An incident occurred on May 12 that led to my arrest being charged with serious crimes and having my law license suspended. To explain, some background information is necessary.

98. After Lindsay was drinking during the day on April 28 before picking up the children, Lindsay and I were argumentative verbally and in text messages until Saturday evening (April 29), when we had a genuine, heartfelt conversation and made promises about how we would proceed going forward in a manner that would be best for our children. Lindsay promised to change her lifestyle, prioritize the children, stop abusing substances, start doing contract work for our law firm, and stop associating with certain undesirable people.

99. Thereafter, from April 30 to May 12, for the most part, Lindsay and I were communicating better than we had been and were attempting to co-parent. We attended the Lowcountry Boil Festival on May 7 with the kids. She started doing contract work (she'd been unemployed for approximately ten months previously). We ate breakfast together with AJM several times. She also asked me to purchase concert tickets for her and the kids so we could all attend together.¹⁰²

May 12, 2023

100. On May 12, I dropped the boys off at school at 7:00 a.m. and proceeded to take AJM to the office where we routinely stop for a "potty break" before going to Bagel Nation (AJM calls it "the

¹⁰² See text messages between parties attached hereto as Exhibit LL.

Pancake Store”). AJM asked to do a FaceTime call to Lindsay and I facilitated. Lindsay asked to come to breakfast with us and I agreed. We all ate and then I took AJM to school.

101. Lindsay and I exchanged numerous texts and phone calls that day about work and the kids. Importantly, we talked right before I went to lunch and seriously discussed settling this case. We both agreed we wanted to settle and avoid litigation and would continue the recent positive trend (and we both were happy with how things had gone between us since April 29).

102. I noticed during this phone call that Lindsay had not taken the bag of stuff related to our kids from my truck at the Pancake Store. I informed her of this and she asked me if I could drop it off to her later, either at her house or by leaving it on the porch of the office.

103. May 12 was the Friday before Mother’s Day and Lindsay was scheduled to have the kids for that entire weekend. I’d had all or some portion of the kids during the weekend for twelve out of the preceding fourteen weekends.¹⁰³

104. I then went to lunch and after that went to Rutledge Cab Company and I consumed alcohol at both of those locations. My iPhone location is shared with Lindsay and she knew where I was that afternoon. At 3:38 p.m., Lindsay texted me and asked if I was back at the office yet. I responded and said I wasn’t and asked if I needed to be. She said she wanted to get the kids’ stuff and asked me to call her when I went to the office. I said “Ok.”

105. At approximately 4:20 p.m., Lindsay and I talked on the phone for four minutes.

106. At 5:50 p.m., texted me, “*You were unavailable from 11-1 and then went to lunch right after. You’ve been drinking ever since and sound more drunk each time I speak with you. You said you were coming back to the office with the kids stuff. You acted like you didn’t know what I meant. I mean [HMM]’s baseball uniform and pillow. I mean [CHM]’s buddy. It’s unreal your level of hypocrisy.*”

107. At 5:53 p.m., Lindsay texted me, “*I don’t think we have an agreement any longer. I’m not to a friends bachelorette (known since middle school!!) when I had a fucking free plane ticket*

¹⁰³ See calendar setting forth the days I’ve had the kids overnight attached hereto as Exhibit MM.

and hotel room. Why? BC of your allegations about me drinking. Yet you do the same as me and it's ok when you do it... but not me. Just like it was during the marriage."

108. I responded immediately when I saw the texts and said, *"What are you talking about?"*

She replied at 6:01 p.m. and said, *"Uh which part? You've been at Rutledge cab company since like 1:20-2."* She then sent me a screenshot of my location.

109. She sent the following texts at 6:02 p.m., *"You going to un-share your location now? Per usual 🙄"* and *"Or me trying to get the kids stuff for hours."* I responded at 6:02 p.m. and said, *"No. I'm an open book."* She replied immediately with a *"HAHA"* emoji. I did not stop sharing my location with Lindsay until May 13, 2023.

110. Then, at 6:03 p.m., she sent a screenshot of our text messages from 3:38 and said, *"So which part was your open book self confused about?"* and I immediately responded that *"It's the law clerks graduation party."* At 6:04 p.m., she replied directly to my text about being an open book with this: *"If the book was full of lies... yes. Agree."* and then texted *"Ha. Not surprised."* and *"Well I'll send you my bill for MLF and then we're going back as it was."*

111. At 6:05 p.m., she texted *"Hope you had fun. 🥰 I very much look forward to seeing Dan again soon. 🤗🥰🤗"* At 6:06 p.m. she texted *"I was fucking craving him."* "Dan" is a reference to Fowler, who is one of Lindsay's paramours and, upon information and belief, her drug dealer.

112. At 6:07 p.m., she texted me a picture of a project HMM did for Mother's Day.

113. At 6:08 p.m., she texted, *"I look forward to having my name cleared in the family court and people getting to see you for the lying POS you are. JK most know and the others ... whatever ... like poor Grace... you'll chew them up (read: use them) and spit them out"*

114. I responded at 6:09 p.m. and said, *"Are you serious right now?"* and I immediately decided to acquiesce to her demand, even though I thought it was unnecessary, and I got up to leave and bring her the kids' stuff because it was obviously becoming a huge issue and I didn't want that.

115. She responded at 6:10 p.m. she sent two text messages saying, *"If you intend to bring the kids' stuff to my house please leave it on the porch and send a text"* and *"Never been more serious."*

116. I arrived at 664 McCutchen Street sometime after 6:29 p.m. and I left before 6:34 p.m. – this is based upon attempted phone calls and text messages to Lindsay before my arrival and after my departure. Meaning, I was present at that house for less than five minutes that evening. My intention was to say goodnight to the kids and drop the stuff off.

117. When I arrived, I parked, exited my vehicle, approached her door, knocked and entered the unlocked front door in the same manner I'd entered that home many, many times since we'd separated, including on three occasions in the previous two weeks.¹⁰⁴

118. Lindsay greeted me in the entry way with her phone out, chest high, recording me. Lindsay could see my location, so she knew I was both on the way and when I would arrive.

119. When I stepped into the entry way, Lindsay attempted to physically block me. I do not deny that Lindsay and I argued that evening or that the altercation escalated more than we should have allowed. Lindsay was screaming at me. I believe she was recording throughout our tussle in which Lindsay fell to the ground causing her to scrape her hand.

120. After this happened, I turned around towards the interior of the house and saw CHM and he was crying. He looked scared and I tried to comfort him. I believe Lindsay's screaming was exacerbating CHM's fear, if not the primary source of it. At the same time, Lindsay got up and ran to the neighbor's house, screaming the whole way. I realized immediately that our interaction was terrible, so I left.

121. The video recording that Lindsay provided to the Court minutes before our hearing on Friday, June 10, 2023 shows me leaving the home and is approximately four seconds long. I believe this video is a modified and/or shortened clip from the original recording that Lindsay took that evening and is not a full depiction of our interaction. However, the video does accurately

¹⁰⁴ I genuinely did not see the text about the porch because of the rapid-fire texting that was happening right as I was trying to leave.

depict the entry way to the home. It also shows that I left the home without objection, visibly in tears, and concerned for our children.¹⁰⁵

122. At 6:34 p.m., after leaving, I texted her, “*You’re unbelievable.*” I texted her again at 6:39 p.m. and said, “*Wtf, man. You’re terrible. You’re going to traumatize the kids because what? I went to a graduation party...*” I reference these text messages because they establish a temporal boundary to my presence there of approximately four minutes, demonstrate that I contemporaneously realized the seriousness of the situation, and that I believed Lindsay had some degree of culpability for what occurred.

123. I accept responsibility for my role in what transpired. I am deeply remorseful. Our children should never bear witness to anything even remotely close to what they saw and experienced. I still picture CHM’s face and tears and cannot believe I did anything to cause such feelings. I am ashamed and extremely disappointed in myself. I should not have gone to that house, especially after drinking. I should not have engaged with Lindsay in any manner. I should have left the second I saw her video recording me. In hindsight I see that Lindsay’s and my actions were reprehensible.

124. While I accept responsibility, I do hope to be treated fairly considering all of the circumstances.

125. To assist in evaluating my credibility, I ask the Court to carefully review the text messages between Lindsay and I leading up to it, including the ones she carefully omitted in her affidavit, and ascertain which of us was angry, acting irrationally, and/or escalating the conflict, and which of us was acquiescing and attempting to deescalate the conflict prior to the incident.

126. After I left, CCSD was called and responded to the house. The officers issued a report and affidavits for the issuance of warrants for my arrest on charges of Burglary 2nd Degree and Domestic Violence 1st Degree. These affidavits are based upon information Lindsay provided and claim that I “threw [my] wife ... down the stairs” and that I “did willfully and unlawfully enter the

¹⁰⁵ See video recording provided by Defendant’s counsel to the Court via email at 1:44pm on June 9, 2023 one minute prior to our hearing before Judge Wall related to Defendant’s Motion for Emergency/Expedited Temporary Relief filed on June 6, 2023.

residence, committing the crime of burglary.” The affidavits also state that I “pushed her down the front porch steps into the bushes causing a road-rash injury to her right hand.”¹⁰⁶

127. I accept responsibility for my part in causing that situation. Yet, Lindsay has culpability in what transpired and its aftermath too and I don’t believe she’s accepted any responsibility. Instead, she appears to be perceiving and presenting herself as an unsuspecting and righteous victim.¹⁰⁷

128. Lindsay made multiple false statements to law enforcement about what occurred. Lindsay reported that we’d been separated since February 21, 2021 and that and I “never had access” to the McCutchen house, which was demonstrably false and directly lead to me being charged with Burglary.¹⁰⁸ These are two absolute lies.

129. I accessed that house almost daily from February 21, 2021 until June 2021. I lived at the McCutchen house for a year (June 2021 – May 30, 2022, which is when we actually separated). I paid the rent at the McCutchen house and all the utilities from February 2021 until at least January 2022. I accessed that house regularly until October 2022 when I filed this action. I replaced the hot water heater, painted, organized cabinets, fixed cabinets, hung string lights, hung shelves in the garage, hung peg board in the garage, replaced two shower heads, replaced bathroom fixtures, purchased and assembled bunk beds for the boys, purchased and installed wall-mounted TVs, hung pictures and mirrors, and many, many more things at that house. I refinanced the property at Eddy Farm Road to purchase that house and it is marital property. I was in that house three times in the previous two weeks. Lindsay asked me to fix a broken drawer at that house on or about May 1, and I purchased the part necessary to fix her drawer on May 2.

130. Lindsay also apparently reported to law enforcement that I attempted to take her phone with the intention of preventing her from being able to call for help (which is an exacerbating factor that increased the charge against me). I did not attempt to take her phone away from her or

¹⁰⁶ See Officer M. Foster’s Affidavit dated May 13, 2023 attached hereto as Exhibit OO.

¹⁰⁷ Despite Lindsay’s false statements, the aforementioned Officer’s affidavit accurately states that Lindsay “blocked [my] path with her body.” Lindsay purposefully placed herself physically in front of me. Ex.OO.

¹⁰⁸ Ex. OO.

prevent her from calling for help. My actions were only in an attempt to prevent her from video recording.

131. To assist in evaluating my credibility, I ask the Court to consider the misrepresentations made to law enforcement when assessing credibility. I also ask the Court to review the motion I filed on May 1 as well as the remainder of this Affidavit when assessing credibility and determining how to address this incident and the weight it should carry.

Events After May 12, 2023

132. I learned that law enforcement was involved and there were warrants out for my arrest via text messages with Lindsay the following morning about HMM's baseball game. Lindsay told me and informed me of the charges. I immediately contacted my lawyer.

133. On Sunday night, AJM called me via FaceTime and immediately reported that she was coming over for a sleepover. Lindsay explained that she wanted me to have AJM overnight on Monday (May 15). She also said the plan was for me to have all three kids that weekend.

134. On Monday morning (May 14th), Lindsay called me and we talked about work and the day. She confirmed that I would be getting AJM that night. After that call, at 7:13 a.m., she then shared a song titled "Homesick" via Spotify. This song belongs to the artist she asked me to get concert tickets for the whole family to attend on June 17, 2023 (presumably indicating she intended we were all still going to that concert together).¹⁰⁹

135. I found out that the arrest warrants were issued on Monday afternoon (May 14th). I texted Lindsay that I would be turning myself in the next day and didn't think I should get AJM with everything going on (and that I was still in mediation). She responded and told me CHM wanted to be with me for the weekend and then, later, that he asked to come by the office and see me.¹¹⁰

¹⁰⁹ See text messages with Lindsay attached hereto as Exhibit PP.

¹¹⁰ See text messages attached hereto as Exhibit QQ.

136. At 3:11 p.m., she texted me and said that she was “going to be flexible” with me, that “this isn’t a final thing,” and “I fully expect (hope) we will be back where we were when we finalize an agreement.” This was the first time I’d heard of any proposed change to anything about the kids.¹¹¹

137. Lindsay’s counsel sent a proposed Consent Order that reduced my time to every other weekend, had no testing for her, required that I be on Soberlink, and gave Lindsay primary custody.

138. On Tuesday, May 15, at 9:47 a.m., Lindsay indicated via email her intention that we would be doing a week on/week off visitation schedule this Summer.¹¹²

139. Lindsay and I spoke at approximately 10:30 a.m. on May 15 and she said, “you didn’t mean to knock me down the steps” and, instead branded me as “a bull in a china shop bouncing off everything.” However, she then said, “if you don’t sign the Consent Order, I am going to prosecute you to the fullest extent of my ability,” that she “is going to testify against me,” and that she was going to “come after [me] for criminal and civil stalking.”¹¹³

140. Lindsay and I texted later that day about HMM’s baseball water balloon party that night. I coached his team and expected to attend. Lindsay told me, multiple times, that I could not attend unless I signed the proposed Consent Order, even though we’d discussed me attending earlier.¹¹⁴

141. I later talked to Lindsay again on the phone (and recorded the call). I asked if we could talk about the bond hearing and she replied, “no, because I haven’t talked to Pete. But honestly, let’s get this Consent Order signed and it’s a different story.”¹¹⁵

142. These communications are important because it was made clear to everyone involved that the criminal charges needed to be dismissed and/or reduced or I would be facing an interim suspension from the practice of law. She and her counsel initially indicated she would assist, but then refused to do so unless I signed her proposed Consent Order.

¹¹¹ Ex. QQ.

¹¹² Ex. Y.

¹¹³ This constitutes a clear violation of Rule 4.5 of the SCRPC, and Lindsay is a lawyer, but I did not report her conduct.

¹¹⁴ See text messages between parties attached hereto as Exhibit RR.

¹¹⁵ Ex. BB.

143. To be clear, I was not seeking any assistance from Lindsay in reducing the criminal charges that would be unfair. I did not commit Burglary Second Degree or CDV First Degree under any version of what happened. If these serious charges were reduced, I would not have been suspended from the practice of law. There's no rational reason for Lindsay not to assist in that.

144. Instead, Lindsay appeared at the bond hearing and gave a victim impact statement that was wholly contradictory to what she'd been saying and indicated that I was a danger to her and the children, which resulted in a bond order allowing me no contact with either her or the kids.¹¹⁶

145. Lindsay's lawyer sent a letter on May 18 that said "I only learned yesterday morning about the 10:00 a.m. bond hearing yesterday which Ms. McGee attended. It was fortunate that she did attend since we had not yet agreed upon the terms of a Consent Order."¹¹⁷ This is clear evidence Lindsay testified at the bond hearing because I had not agreed to her proposed Consent Order.

146. Both Lindsay and her attorney absolutely, unquestionably, and clearly threatened criminal prosecution for the purpose of gaining an advantage in a civil court matter. They are both attorneys and this is unethical conduct under Rule 4.5 of the South Carolina Rules of Professional Conduct.

147. I don't think Lindsay understands the gravity of the criminal allegations she's made. The potential consequence if I'm convicted is a sentence of twenty years – meaning I would not see our children grow up or be present in their lives during the remainder of their childhood.

148. On June 1, I was suspended from the practice of law. I lost the ability to earn the income I've used for 13 years to support Lindsay and our children. I don't know how we'll pay our financial obligations.

149. Both of the boys discussed the May 12 incident with David Kalergis, who is a mandated reporter, and he did not make any report about what was disclosed to him. AJM didn't even witness the incident. Regardless, Lindsay has not allowed me to see the kids for a month – I haven't even

¹¹⁶ See Affidavit of Plaintiff in Support of Request for Emergency/Expedited Hearing filed on May 31, 2023 at Ex. A.

¹¹⁷ Ex. AA.

been able to FaceTime. Lindsay admits this is not in the children's best interest and that they are not doing well.¹¹⁸

150. Lindsay told the children that I cannot see them because I have not agreed to any rules.¹¹⁹ I'm very concerned about what she's told them about why I haven't seen them.

151. This situation has deviated from any sense of reason and hurt me, Lindsay, our children, my staff, my clients, the firm's vendors, our families, or friends, and countless others. It makes no sense and it's unjust. Lindsay is perpetuating it because she wants to use it as leverage in this case.

Spoliation of Evidence

152. Lindsay is destroying evidence. She deleted events on our Shared Calendar on iCloud on May 20, 2023 and then deleted the calendar in its entirety on June 3, 2023.¹²⁰ She did this while I needed access to the Shared Calendar to set forth dates in this affidavit.

153. Lindsay also deleted emails on May 10, 2023, including emails (i) memorializing financial transactions between her and paramours, which were almost certainly for the purchase of illegal drugs; (ii) demonstrating her work efforts with the firm, or lack thereof; (iii) regarding the refinancing and purchase of the McCutchen house, and more that have not yet been processed.¹²¹

154. Lindsay has also refused to provide any documents, formally or informally, in response to discovery requests served upon her on December 5, 2022.¹²²

155. Lindsay told me she "accidentally" deleted text messages between her and Fowler.

156. Lindsay also intentionally used Snapchat (an ephemeral messaging app) and multiple Snapchat accounts to communicate in a way that is not recoverable.¹²³

157. Stephen Daniel Fowler, Jay Forino, and Karen Keys have all three failed to appropriately respond to subpoenas, which forced me to file a Motions to Compel and Rules to Show Cause against them that have not yet been heard.

¹¹⁸ See Affidavit of Rebecca Walden filed contemporaneously herewith at Ex. B, pg. 17.

¹¹⁹ See Affidavit of Rebecca Walden filed contemporaneously herewith at Ex. B, pg. 15:19.

¹²⁰ Ex. V.

¹²¹ See Affidavit of Sean Leonard filed contemporaneously herewith.

¹²² Ex. Q.

¹²³ See Ex. E, wherein Lindsay admits to moving certain text message conversations to Snapchat in an effort to avoid discovery.

Lindsay's Misconduct Post-Filing

158. Upon information and belief, Lindsay withdrew the cash value from her universal New York Life Insurance policy in an amount up to \$42,000 in December 2022. She did this over my objection and after the date of filing. She has refused to answer questions I've asked about it.

159. Lindsay refused to categorize her credit card charges on a law firm credit card or provide the statements so our accountant could prepare the tax return.

160. Lindsay entered the office after being asked not to on (i) September 21, 2022, (ii) November 9, 2022, (iii) November 28, 2022, (iv) December 3, 2022, (v) December 14, 2022, and (vi) April 20, 2023. She removed items of personal and client property. She accessed attorney-client privileged communications and work product. The office is marital property and there is no Order restraining her from accessing it – which is the exact same situation as McCutchen for me.

161. Lindsay withdrew sums of money from the law firm's operating account for her personal expenses after the date of filing, without notice, and over my repeated objections. At times, this significantly impacted the firm's finances. In total, Lindsay withdrew or otherwise accessed no less than \$23,000 of funds from my account or the law firm's operating account between September 1, 2022 to the January 30, 2023, when I was able to remove her as a signatory.

Other Allegations Expected by Lindsay

162. Lindsay says I have harassed her or engaged in adverse communications. I have, at times, said things out of anger or that I wish I hadn't, but I have not done this to the extent she has.¹²⁴

163. Lindsay claimed that I don't support her relationship with the children or denigrate her to them. This is false. I am constantly supporting her relationship with the children and building her up. I have even tried to equalize things between our households for the kids by buying things for the kids at her house: a bunk bed for AJM, a trampoline, little kid couches like the ones I got for my house, a football for CHM, etc. There's a painting of Lindsay and AJM in AJM's room at my house. I've invited Lindsay to numerous activities with the kids during my time.

¹²⁴ See harassing text messages from Lindsay attached hereto as Exhibit SS.

164. Lindsay has also accused me of stealing from her. Lindsay deposited \$20,369.39 from her father's estate in our firm trust account on July 29, 2021. She subsequently transferred \$20,081.62 to our operating account on August 31, 2021, which she said was part of her distribution. We agreed to use those funds to carry firm expenses until we issued invoices for June and July 2021. In June 2022, almost a year later, right after we separated, she demanded I repay the funds from her father's estate to her. When I didn't, she accused me of stealing those funds and stealing them from the trust account. This is false.¹²⁵ Those funds were transferred, by her, to the operating account as a member contribution and commingled with our other marital funds. Lindsay was not working until November 2021 and I was paying all of the bills for both residences as well as her entire credit card balances, which were paid partially with those funds.

Relative Placement

165. My mother, Rebecca Walden ("Grammy"), and her husband, Dan Walden ("Papa"), have been extremely involved with the kids for their entire lives. Lindsay and I have routinely left the children with Grammy and Papa when we've traveled and they've been with the kids for at least four weeks every year the kids have been alive. If our children need to be with a family member instead of their parents, that person is my mother.

166. Lindsay has sent extremely harassing and abusive text messages to my mother and made threats directly to her as well.¹²⁶

Lindsay Intimidation and Threatening Behavior

167. As detailed herein, Lindsay is attempting to embarrass, threaten, and intimidate me in this case. She is impermissibly threatening and sustaining criminal prosecution with charges that are clearly inappropriate to gain an advantage in this case. Those charges also impact my ability to

¹²⁵ See text messages and Trust Statement for the Estate of Kenneth Foreback attached hereto as Exhibit TT. The firm's trust account is reconciled and being closed by the successor attorney and he is issuing a check for the remainder of those funds to the Estate of Kenneth Foreback in the amount of \$287.77 on or before June 16, 2023.

¹²⁶ See Affidavit of Rebecca Walden filed contemporaneously herewith at Ex. B, pg. 6:21-7:3.

practice law and earn an income to support our children and maintain the marital estate. Lindsay said she is filing something “that will guarantee that he is no longer a lawyer, guarantee it.”¹²⁷

168. Lindsay is lying – this is perjury. She lied to law enforcement – that is a crime. She is deleting evidence intentionally. She is purposefully trying to embarrass me. She is threatening and trying to destroy me unless I acquiesce to her demands in this case. She is bringing up allegations wholly irrelevant to our children and me as a parent. This is all grossly inappropriate, impermissible, and criminal. It is Family Court litigation at its worst and I’m asking the Court to do whatever it can within its power to stop it. Her conduct is hurting our children and both of us.

Conclusion

169. What Lindsay is doing in this case is another example of her poor judgment. She is not well – she hasn’t been well in a long time. I was patient and kind towards her. I hoped and trusted she would get better. I did everything I could to encourage that, but it didn’t happen.

170. I didn’t want to be here – in a contested custody case. I never wanted to say all of the things I’ve had to say about Lindsay in this affidavit. I care about her. I avoided this to the greatest extent of my ability, for years. She gave me no choice. Despite the repeated chances I gave her and her ongoing poor judgment, she seized upon four minutes of poor judgment on my part and sent our family’s world into chaos and potential collapse.

171. Just yesterday, I received Lindsay’s court ordered drug and alcohol test results. Lindsay tested positive for cannabinoids, specifically Carboxy-Delta-9-THC GC/MS, at a level higher than her original testing on October 18, 2022.¹²⁸ Clearly, based upon these most recent results, she is continuing to regularly use illicit drugs. Interestingly though, in her Affidavit in support of her emergency motion, Lindsay states that she “had not used cannabis since mi-September 2022,” only began using “very sporadically after the first of the year mostly related to a bad menstrual cycle or pain.”¹²⁹

¹²⁷ See Affidavit of Rebecca Walden filed contemporaneously herewith at Ex. B, pg. 8:2.

¹²⁸ See drug and alcohol test results attached hereto as Exhibit UU and Plaintiff’s Affidavit in Support of Request for Emergency/Expedited Hearing at Ex. C.

¹²⁹ See Affidavit of Lindsay McGee filed June 6, 2023 at Para. 2 and 5.

172. I am asking that the Family Court allow me to return to the primary role in our children's lives that I have always played. I am also asking that the Court take all necessary steps to ensure the safety of the children when with Lindsay.

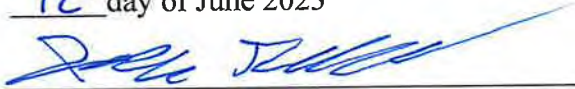
FURTHER AFFIANT SAYETH NAUGHT!



JUSTIN McGEE

SWORN TO before me this

12th day of June 2023



NOTARY PUBLIC FOR SOUTH CAROLINA

My commission expires: 9/22/2032



Exhibit B (Motion for Temporary Relief)

STATE OF SOUTH CAROLINA)

IN THE FAMILY COURT
NINTH JUDICIAL CIRCUIT

COUNTY OF CHARLESTON)

FILED

JUSTIN M. McGEE)

2023 MAY -1 AM 10:03

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

vs.

Plaintiff,)
JAMES STRONG
CLERK OF COURT

LINDSAY FOREBACK McGEE

BY APN

Defendant.) Docket No. 2022-DR-10-3072

Plaintiff's Attorney: Jerry N. Theos, Bar No. 5518 Address: 11 State Street, Charleston, SC 29401 Phone: (843) 577- 7046 Fax (843) 203-4985 E-mail: jerry@theoslaw.com Other: _____	Defendant's Attorney: Peter G. Currence, Esquire, Bar No. _____ Address: 791 Greenlawn Dr., Suite #4, Columbia, SC 29209-2641 Phone: 803-776-3130 Fax: 803-776-7748 E-mail: <u>pete@mscmlaw.com</u> Other: _____
<input checked="" type="checkbox"/> MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) <input type="checkbox"/> FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) <input type="checkbox"/> PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)	
SECTION I: Hearing Information	
Nature of Motion: Motion for Temporary Relief Estimated Time Needed: 30 Minutes Court Reporter Needed: <input checked="" type="checkbox"/> YES/ <input type="checkbox"/> NO	
SECTION II: Motion/Order Type	
<input checked="" type="checkbox"/> Written motion attached <input type="checkbox"/> Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order.	
<u>James Strong</u> Signature of Attorney for <input checked="" type="checkbox"/> Plaintiff / <input type="checkbox"/> Defendant	<u>5/1/2023</u> Date submitted
SECTION III: Motion Fee	
<input checked="" type="checkbox"/> PAID – AMOUNT: \$ 25.00 <input type="checkbox"/> EXEMPT: (check reason)	
<input type="checkbox"/> Rule to Show Cause in Child or Spousal Support <input type="checkbox"/> Domestic Abuse or Abuse and Neglect <input type="checkbox"/> Indigent Status <input type="checkbox"/> State Agency v. Indigent Party <input type="checkbox"/> Sexually Violent Predator Act <input type="checkbox"/> Post-Conviction Relief <input type="checkbox"/> Motion for Stay in Bankruptcy <input type="checkbox"/> Motion for Publication <input type="checkbox"/> Motion for Execution (Rule 69, SCRPC) <input type="checkbox"/> Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: _____ <input type="checkbox"/> Other: Motion for Temporary Relief	
JUDGE'S SECTION	
<input type="checkbox"/> Motion Fee to be paid upon filing of the attached order. <input type="checkbox"/> Other:	JUDGE CODE _____ Date: _____ Judge Signature:
CLERK'S VERIFICATION	
Collected by: <u>APN</u> Date Filed: <u>5-1-23</u> <input checked="" type="checkbox"/> MOTION FEE COLLECTED: \$ <u>25</u> <input type="checkbox"/> CONTESTED – AMOUNT DUE: \$ _____	

Custodial Parent (if applicable): _____

SCCA 233F (12/2009)

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

FILED
MAY -1 AM 10:04

IN THE FAMILY COURT FOR THE
NINTH JUDICIAL CIRCUIT
CASE NO.: 2022-DR-10-3072

JUSTIN M. McGEE,

JOLIE J. ARMSTRONG
CLERK OF COURT

Plaintiff,

AA

**NOTICE OF MOTION AND
MOTION FOR
TEMPORARY RELIEF**

v.

LINDSAY FOREBACK McGEE

Defendant.

**TO: THE DEFENDANT, LINDSAY FOREBACK MCGEE, AND HER ATTORNEY,
PETER G. CURRENCE, ESQUIRE:**

YOU WILL PLEASE TAKE NOTICE THAT on the 24th day of August,
2022, at 2:00 p.m., in Courtroom Virtual or as soon thereafter as counsel may be heard, Plaintiff,
by and through his attorneys, will move before the Presiding Judge of the Family Court at the
Charleston County Courthouse, 100 Broad Street, Charleston, South Carolina for an Order
granting the following temporary relief:

- A. Granting all temporary relief sought in Plaintiff's Amended Complaint;
- B. Granting Plaintiff an Order of Separate Support and Maintenance allowing him to live separate and apart from Wife and establishing the rights and responsibilities of each party;
- C. Granting Plaintiff sole legal and physical custody of the minor children;
- D. Establishing a reasonable and appropriate parenting plan and visitation schedule based upon the current facts and circumstances;
- E. Requiring that the party receiving the minor children for visitation be responsible for transportation from the other party's home or, if applicable, from the minor children's school;
- F. Appointing a Guardian *ad Litem* to represent the minor children's best interests and conduct a complete investigation for the Court's review and, further, that Mother be solely responsible for all fees and costs associated with the Guardian *ad Litem*'s services;

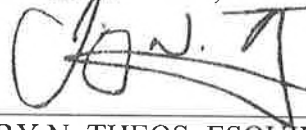
- G. Requiring Mother to pay child support to Father in accordance with the South Carolina Department of Social Services' Child Support Guidelines based upon the gross monthly income of Plaintiff to be imputed to reflect her earning potential, the monthly cost of the healthcare costs paid by Father, and the work-related childcare costs paid by Father, with all such payments being made through the Support Division Unit of the State of South Carolina, with the applicable surcharge added thereto;
- H. Requiring the parties to divide the costs of any and all uncovered medical and/or healthcare related expenses for the children on a *pro rata* basis pursuant to the South Carolina Child Support Guidelines;
- I. Requiring Defendant to be solely responsible for the cost of her health insurance coverage and reimburse Plaintiff for the cost of the premium associated with her health insurance coverage until such time as she is able to secure her own health insurance coverage, and requiring Defendant to be solely responsible for the cost of any and all uncovered and/or medical related expenses related to Defendant;
- J. Requiring the parties to maintain the life insurance policies currently in place, with the other party listed as the beneficiary, and each be solely responsible for the cost of premiums associated with his or her policy or policies;
- K. Granting Plaintiff exclusive use, possession, and control of the home located at 7312 Eddy Farm Road in Meggett, South Carolina (hereinafter "Eddy Farm") and requiring that Plaintiff be solely responsible for all costs associated with Eddy Farm including, but not limited to, mortgage(s) payments, utilities, insurance(s), homeowners' association dues and fees, maintenance, upkeep, and *ad valorem* taxes;
- L. Granting Defendant exclusive use, possession, and control of the home located at 664 McCutchen Circle in Charleston, South Carolina (hereinafter "McCutchen") and requiring that Defendant be solely responsible for all costs associated with McCutchen including, but not limited to, mortgage(s) payments, utilities, insurance(s), homeowners' association dues and fees, maintenance, upkeep, and *ad valorem* taxes;
- M. Granting Husband the exclusive use, possession, and control of the business of McGee Law Firm, LLC and requiring that Husband be solely responsible for any and shall indemnify and hold Wife harmless from any and all debt, expenses and/or liabilities associated therewith;
- N. Restraining Wife from accessing McGee Law Firm, LLC, in any capacity, including, but not limited to, restraining Wife from physically entering, encroaching, and/or occupying the physical firm, and/or accessing any of the firm's trust or operating accounts, clients, files, and/or employees;
- O. Mutually restraining the parties from taking any action related to the following marital businesses: (i) Charleston Legal Group, LLC, (ii) McGee Family Law Firm,

LLC, and (iii) Eddy Farm, LLC. absent written agreement between the parties or further Order of the Court;

- P. Granting Wife sole ownership, use, possession, and control of Canna Consulting, LLC, and requiring Wife to be responsible for any and all debts, expenses, and liabilities associated with said business, and to indemnify and hold Husband harmless from any and all debt(s) or liabilities;
- Q. Ordering that each party maintain exclusive sole use, possession, and control of the vehicles in his/her respective possession, and ordering that the parties be solely responsible for all costs associated with their respective vehicles, including but not limited to, loan payments, insurance, taxes, maintenance, and upkeep;
- R. Restraining the parties from accumulating and/or incurring any debt for which the other party may be held responsible and from disposing of, dissipating, destroying and/or encumbering any marital property;
- S. Requiring each party to be responsible for the payment of the credit card debts in their respective names or for which he or she is primarily liable;
- T. Mutually restraining the parties from the following acts:
 - i. Discussing the present litigation with or in the presence of the minor children;
 - ii. Disparaging the other parent to the minor children, in their presence, or allowing third parties to do so;
 - iii. Exposing the minor children to any person not related by blood or marriage who could be reasonably construed as paramour or romantic companion on an overnight basis to be defined as 9:00pm to 9:00am;
 - iv. Exposing the minor children to any unsafe, illegal, violent, or immoral environment or people;
 - v. Having any verbal or physical confrontation in front of the minor children or allowing any third party to do so;
 - vi. Consuming any alcoholic beverages while the minor children are in his/her care and/or custody, or allowing others to do so, and barring the parties from using illegal drugs or abusing prescription drugs, and/or allowing others to do so in the minor children's presence;
 - vii. Exposing the minor children to entertainment or media which are not age-appropriate; and
 - viii. Harming, harassing, bothering, molesting, or otherwise disturbing another party, either in person, via telecommunication or other electronic or digital means, at home, work, or otherwise.

- U. Restraining Defendant from exposing the minor children to the following individuals in any capacity: (i) Stephen Daniel Fowler; (ii) Jarret Christopher Forino; and/or (iii) Karen Janelle Keys;
- V. Restraining Defendant from destroying, spoiling, deleting any electronic data or communications between herself and third parties and/or from allowing any such data and/or communications from being deleted, and/or taking any action to hinder the discovery of photographs, videos, emails, text messages, chat messages, other electronic messages, search history, social media account history, data related to location history, and all other data contained on her electronic devices or any cloud drive associated therewith, or from any other source within her custody and control, temporarily and permanently;
- W. Ordering Defendant to fully cooperate with the forensic investigatory service chosen by Plaintiff, to conduct a complete forensic inspection and review of any and all of Defendant's electronic devices;
- X. Ordering Defendant to immediately submit to a 10-Panel Hair Follicle Drug Test and 10-Panel Urine Drug Test;
- Y. Requiring Defendant to enroll in Soberlink and submit to regular testing for alcohol consumption to ensure Defendant maintains sobriety, and submit to hourly alcohol testing through Soberlink while the minor children are in her care and custody;
- Z. Requiring the parties to engage in coparenting counseling and Mother be responsible for all costs associated with the same;
- AA. Barring Wife from receiving alimony or spousal support as a consequence of her adulterous conduct;
- BB. Ordering Defendant to reimburse Plaintiff for all fees, costs, and expenses associated with this litigation including, but not limited to, attorney's fees and costs, financial experts' fees and costs, and private investigator's fees and costs;
- CC. Granting such other and further relief as this Court may deem just and proper.

THEOS LAW FIRM, LLC



JERRY N. THEOS, ESQUIRE

Attorney for Plaintiff

Theos Law Firm, LLC

11 State Street

Charleston, SC 29401

Phone: (843) 577-7046

jerry@theoslaw.com

May 1, 2023
Charleston, South Carolina

Exhibit C (Expedited Motion for Temporary Relief)

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

FILED

IN THE FAMILY COURT
NINTH JUDICIAL CIRCUIT

2023 MAY 31 PM 1:15

JUSTIN M. McGEE

JULIE J. ARBONIA
Plaintiff,)
MOTION AND ORDER INFORMATION
FORM AND COVERSHEET

vs.)

LINDSAY FOREBACK McGEE

Defendant.) Docket No. 2022-DR-10-3072

Plaintiff's Attorney: Jerry N. Theos, Bar No. 5518 Brittany M. Point, Bar No.: 103976 Address: 11 State Street, Charleston, SC 29401 Phone: (843) 577- 7046 Fax (843) 203-4985 E-mail: jerry@theoslaw.com Other:	Defendant's Attorney: Peter G. Currence, Esquire , Bar No. Address: 791 Greenlawn Dr., Suite #4, Columbia, SC 29209-2641 Phone: 803-776-3130 Fax: 803-776-7748 E-mail: pete@mscmlaw.com Other:
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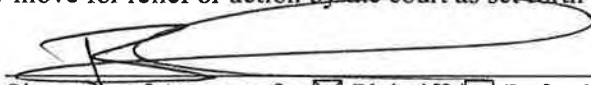
MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
 FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
 PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: Plaintiff's Notice of Motion and Motion for Emergency/Expedited Relief
 Estimated Time Needed: 30 Minutes Court Reporter Needed: YES / NO

SECTION II: Motion/Order Type

Written motion attached
 Form Motion/Order
 I hereby move for relief or action by the court as set forth in the attached proposed order.


 Signature of Attorney for Plaintiff / Defendant Date submitted: 5/31/2023

SECTION III: Motion Fee

PAID – AMOUNT: \$ 25.00
 EXEMPT: (check reason)

Rule to Show Cause in Child or Spousal Support
 Domestic Abuse or Abuse and Neglect
 Indigent Status State Agency v. Indigent Party
 Sexually Violent Predator Act Post-Conviction Relief
 Motion for Stay in Bankruptcy
 Motion for Publication Motion for Execution (Rule 69, SCRCF)
 Proposed order submitted at request of the court; or,
 reduced to writing from motion made in open court per judge's instructions
 Name of Court Reporter: _____
 Other: Plaintiff's Notice of Motion and Motion for Emergency/Expedited Relief

JUDGE'S SECTION

Motion Fee to be paid upon filing of the attached order.
 Other:

JUDGE CODE _____ Date: _____
 Judge Signature: _____

CLERK'S VERIFICATION

Collected by: EMG Date Filed: 5/31/23
 MOTION FEE COLLECTED: \$ 25.00
 CONTESTED – AMOUNT DUE: \$ _____

Custodial Parent (if applicable): _____

SCCA 233F (12/2009)

FILED

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

2023 MAY 31

IN THE FAMILY COURT FOR THE
NINTH JUDICIAL CIRCUIT
CASE NO.: 2022-DR-10-3072

JULIE J. ARMSTRONG
CLERK OF COURT

JUSTIN MCGEE,

Plaintiff,

v.

LINDSAY FOREBACK MCGEE,

Defendant.

**NOTICE OF MOTION AND
MOTION FOR
EMERGENCY/EXPEDITED
RELIEF**

TO: THE DEFENDANT ABOVE-NAMED, LINDSAY FOREBACK MCGEE, BY AND THROUGH HER ATTORNEY OF RECORD, PETER G. CURRENCE:

YOU WILL PLEASE TAKE NOTICE that the Plaintiff, Justin McGee, by and through his undersigned counsel, will move before the Presiding Judge of the Family Court, Ninth Judicial Circuit, 100 Broad Street, Charleston, South Carolina on the 13th day of June, 2023, at 9:00 A.m., or as soon after as the matter may be heard, for an Order of the Court granting to Plaintiff expedited pendente lite relief as the parties' minor children may suffer irreparable harm should the relief not be granted.

The Motion shall be based upon the Complaint, pleadings, affidavits, and upon any testimony allowed at the hearing on this Motion.

YOU WILL PLEASE TAKE NOTICE that the Plaintiff moves the Court to have a pendente lite hearing in this matter in a shorter time than five (5) days' notice, or such other notice to the Defendant as may be required by law.

The Plaintiff is seeking an Emergency/Expedited Order of the Court ordering the following temporary relief:

- a. Modifying the existing Bond Order issued by the issued by the Charleston County Court of General Sessions, as is expressly permitted therein, to set forth the parameters of custody, contact, and visitation between the parties and their minor children;
- b. Setting forth a timesharing schedule for the parties and their minor children;
- c. Appointing a Guardian *ad Litem* to protect the best interests of the minor children and determine the proportionate financial responsibilities of the parties for the Guardian *ad Litem*'s fees and costs;
- d. Requiring Defendant to immediately submit to (i) a three-month, ten-panel hair follicle drug test, (ii) a six-month fingernail or toenail alcohol and ten-panel drug test, (iii) a PEth alcohol test, and (iv) a dCDT/CDT alcohol test;
- e. Granting the *pendente lite* relief sought in Plaintiff's Amended Complaint and Motion for Temporary Relief filed on May 1, 2023;
- f. Requiring the Defendant to be responsible for the Plaintiff's attorney fees and costs incurred in bringing and prosecuting this motion; and
- g. For such other and further relief as the Court may determine is just, necessary, proper, equitable, and/or in the minor children's best interest.

THEOS LAW FIRM, LLC



JERRY N. THEOS, ESQUIRE
BRITTANY M. POINT, ESQUIRE
Attorneys for Plaintiff
11 State Street,
Charleston, SC 29401
Telephone: (843) 577-7046
Facsimile: (843) 203-4985

Charleston, South Carolina
May 31, 2023

FILED

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE FAMILY COURT FOR THE
NINTH JUDICIAL CIRCUIT
CASE NO.: 2022-DR-10-3072

2023 MAY 31 PM 4: 29
JULIE J. ARMSTRONG
CLERK OF COURT

JUSTIN MCGEE,

BY
Plaintiff,



v.

LINDSAY FOREBACK MCGEE,

Defendant.

**ORDER GRANTING
EMERGENCY/EXPEDITED
HEARING**

THIS MATTER COMES BEFORE THE COURT on the *ex parte* application of Plaintiff. Based upon the Motion for Emergency/Expedited Temporary Relief and the Affidavit of Plaintiff submitted contemporaneously therewith, the Court finds that an emergency/expedited temporary hearing concerning the issues raised in the Motion and pleadings should be ordered as the Court finds the minor children may suffer irreparable harm should the relief not be granted and this matter resolved expediently.

IT IS HEREBY ORDERED that an emergency/expedited hearing shall be scheduled as soon as the Court's schedule allows, and it is hereby scheduled on the 13th day of June at 9:00 a.m./p.m. in Courtroom 2D at the Charleston County Family Court;

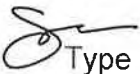
IT IS FURTHER ORDERED that this Order may be served upon Defendant with less than five (5) days' notice, pursuant to Rule 21(a), South Carolina Rules of Family Court;

IT IS FURTHER ORDERED that Defendant shall submit, within 24 hours of being served with this Order, to a three-month, ten-panel hair follicle drug test, a six-month fingernail or toenail alcohol and ten-panel drug test, a PEth alcohol test, and a dCDT/CDT alcohol test.

IT IS SO ORDERED at Charleston, South Carolina, this ___ day of _____, 2023.

Presiding Family Court Judge
Ninth Judicial Circuit

* Plaintiff's Motion for Emergency/Expedited Relief shall be scheduled on an expedited basis. The notification period is reduced to three (3) business days.

* File copy as original. 05/31/23  Type text here

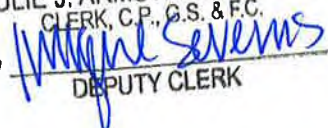
ATTEST: A TRUE COPY
JULIE J. ARMSTRONG (SEAL)
CLERK, C.P., G.S. & F.C.
By  DEPUTY CLERK

Exhibit D (Expedited Motion for Temporary Relief)

FILED

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE FAMILY COURT OF THE
NINTH JUDICIAL CIRCUIT

2023 JUN 15 PM 1:23

CASE NO.: 2022-DR-10-3072

JUSTIN M. MCGEE,

JULIE ARMSTRONG
CLERK OF COURT

Plaintiff,

BY JS

TEMPORARY ORDER

v.

LINDSAY MCGEE,

Defendant.

HEARING DATE:	June 13, 2023
PRESIDING JUDGE:	Honorable Michelle Hurley
ATTORNEYS FOR PLAINTIFF:	Jerry N. Theos Marie-Louise Ramsdale
ATTORNEY FOR DEFENDANT:	Peter G. Currence
COURT REPORTER:	Sharon Hardoon

THIS MATTER came before the Court on June 14, 2023 pursuant to the Notice of Motion and Motion for Emergency/Expedited Temporary Relief filed by Plaintiff on May 31, 2023. Present before the Court were Plaintiff; Marie-Louise Ramsdale as Plaintiff's counsel; and Peter G. Currence as Defendant's counsel. After reviewing the materials provided for the hearing and previously filed in this case, the Court orders as follows:

1. Custody: The parties shall have joint custody with neither parent considered the primary custodian.
2. Timesharing: The parents shall immediately utilize a week-to-week parenting schedule. A week is defined as Friday to Friday. The parties agree that exchanges shall take place after school or from daycare on Friday or if not at school or daycare, then at Earthfare at 5:00 p.m.. Father shall have his first week beginning June 16, 2023 at 9:00 a.m. and the schedule shall alternate from there. Both parties can go to the children's schools and/or daycares and both parents can attend the children's activities.

3. Child Support: Neither parent will pay child support to the other. Each will be responsible for the care of the children while in their physical custody.
4. Mutual Restraints: The parties are mutually restrained from:
 - a. Stalking, harassing, abusing, threatening, bothering, or otherwise interfering or engaging in any adverse contact with each other in any way whatsoever;
 - b. Engaging in any verbal or physical confrontation while in the presence or within earshot of the children;
 - c. Discussing the litigation with the children or in front of the children; and
 - d. Posting anything about the other party, this litigation, the attorneys, or the judges on social media.
5. Restraints as to Paramours:
 - a. Until further order of the Court, Mother shall not permit the children to be in the presence of anyone, male or female, with whom she has a romantic interest, or any of the following persons: Stephen Daniel Fowler, Karen Keys, or any person considered a member of the "WhyteNoise Band".
 - b. Until further order of the Court, with the exception of Grace Hamill, Father shall not expose the children to anyone with whom he has a romantic relationship. Additionally, Grace Hamill is not allowed to spend the night with Father while the children are in his care. Overnight is defined as 10:00 p.m. to 8:00 a.m.
6. Mutual Restraints and Requirements as to Drugs and Alcohol:
 - a. Neither party shall consume alcohol, illegal drugs, Delta 8, Delta 9, or abuse prescription drugs while the children are in their care. Neither party is allowed to take their children's medication or to share their prescription medication with the children.

- b. A list of prescriptions and proof of valid prescriptions shall be provided to the other party by July 1, 2023.
 - c. Until further order of the Court, each party shall submit to a lab urine drug test to include Etg/EtS no later than 12:00 Noon every other Monday immediately following their respective parenting time. Upon the request of the Guardian *ad Litem*, the parties shall submit to a drug and/or alcohol screen, whether hair, nail, lab urine, etc. Failure to submit will be deemed a positive screen. Each party will be responsible for the costs of the screens. Each will sign releases for opposing counsel and the Guardian *ad Litem* to obtain screen results. For all drug and alcohol related testing, the parties are to use Any Lab Test Now, Quest Diagnostics, ArcPoint, or any facility requested by the Guardian *ad Litem*. Dr.. Bennett is not to be used for any testing.
7. Each party is entitled to sole use and possession of the home he/she currently resides in. Each shall be solely responsible for all costs associated with that home.
 8. Each party is entitled to use and possession of their respective automobiles and shall be responsible for all associated costs.
 9. Financial Restraints: The parties are mutually restrained from:
 - a. Incurring any debt in the name of the other party or for which the other party could be held liable; and
 - b. Except as in the ordinary course of business, selling, encumbering, alienating, secreting, damaging, transferring title or ownership to, or otherwise disposing of any marital fund, account, or other marital asset, or otherwise altering the status or value of any asset that could be construed as marital.
 10. Health Insurance and Uncovered Healthcare Expenses:

- a. The parties are restrained from making any changes to the current health, dental, vision, and life insurance policies. All current health, dental, vision, and life insurance policies are to be maintained as is with no changes to beneficiaries. The parties are further restrained from taking out any loans on policies.
- b. The parents shall pay the minor children's uncovered healthcare expenses on a 50% (Father)/ 50% (Mother) basis.

11. Guardian ad Litem:

- a. The parties shall utilize Elizabeth Stringer, Esq. as the *Guardian ad Litem*. A separate Order shall be issued setting forth the duties and responsibilities of the *Guardian ad Litem*.
- b. Each party will deposit \$750.00 with the *Guardian ad Litem* by July 15th. The *Guardian ad Litem* shall charge her normal hourly rate and her fees are capped at \$10,000.00. The parties shall equally divide the *Guardian ad Litem*'s fees. The *Guardian ad Litem* shall provide a monthly accounting and each party is required to pay the fees on a monthly basis. The fee allocation is subject to reallocation at a subsequent or final hearing.

12. Mediation: The parties shall agree to a mediator. Either party shall be able to make a request for a court appointed mediator if they cannot agree.

13. Given the current financial circumstances, the Court will not address school tuition or extracurricular activities.


14. After the *Guardian ad Litem*'s initial investigation, the parties are to return to Court within 90 days for a supplemental temporary hearing.

15. All other issues, including attorneys' fees and costs, shall be held in abeyance.

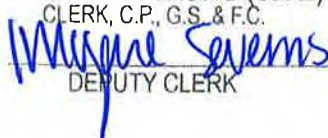
THEREFORE, it is

ORDERED, that the above Temporary Order is now made an Order of the Court; it is further **ORDERED** that a supplemental temporary hearing shall be scheduled within ninety days of the date of this Order on the ___ day of August/September 2023 at ___ .m.

AND IT IS SO ORDERED!


Honorable Michelle Hufley
Family Court Judge
Ninth Judicial Circuit

This 15 day of June, 2023
Charleston, South Carolina

ATTEST: A TRUE COPY
JULIE J. ARMSTRONG (SEAL)
CLERK, C.P., G.S. & F.C.
By 
DEPUTY CLERK

CONTEMPT POWERS OF THE COURT

ANY VIOLATION OF THE TERMS OF THIS ORDER MAY SUBJECT THE VIOLATOR TO UP TO ONE (1) YEAR IN JAIL, UP TO \$1,500.00 IN FINES, AND/OR UP TO 300 HOURS OF COMMUNITY SERVICE.

Exhibit E (Text Messages Regarding Exploded Phone)

11:56



Lindsay F. >



Aug 3, 2021 at 12:21 PM



Old phone was in my bag.
No f [redacted] clue what
happened to it... I'm so
mad.

It was in the case still.

Aug 3, 2021 at 1:57 PM

Still at EF. Not making it
To aquarium due to
behavior and lack of
naps.

Mvahi is looking like a



iMessage



Exhibit F (Screenshots of My Apple Family Sharing)



McGee Law Firm

Age 2



Apple ID & Password

lindsayfmcgee@icloud.com



Parents/Guardians

Justin (Me)



Screen Time

Usage and parental controls



Ask To Buy

Set up purchase approvals



Apple Cash

Set up cash for Wallet



Subscriptions

McGee has access to



Purchases

Sharing








Location Sharing

Not sharing with you






Family

-  **McGee**
Age 2 >
-  **[redacted] June**
Age 3 >
-  **[redacted]**
Age 6 >
-  **[redacted] Henry**
Age 9 >
-  **Justin (Me)**
Organizer >

See what family members can access and share, and manage child account settings and parental controls.

-  **Family Checklist**
3 items >

-  **Subscriptions**
6 shared subscriptions >

**Exhibit G (Text Messages Between Parties Regarding New Account Details
And Passwords For iPhone 8)**

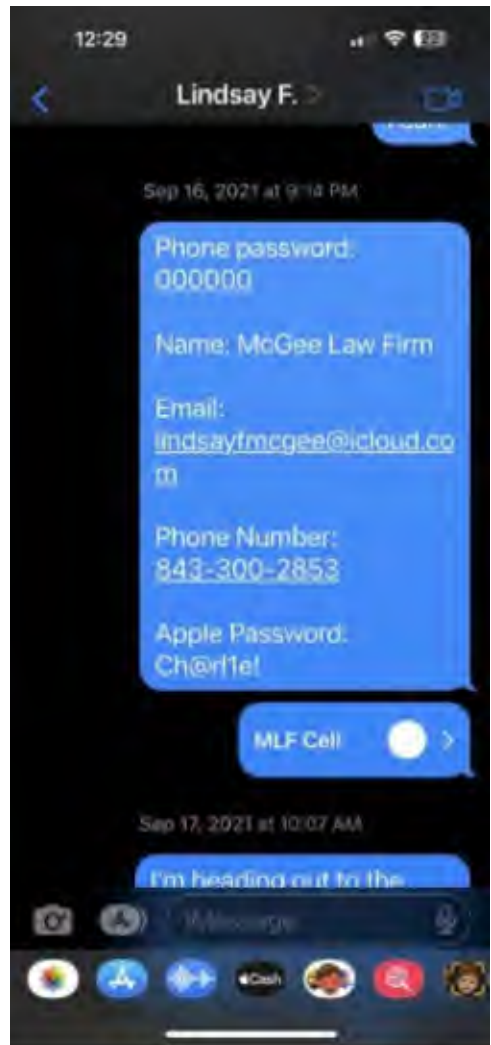


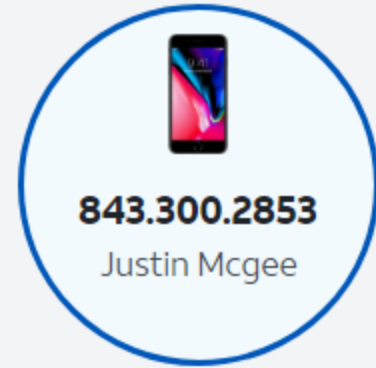
Exhibit H (AT&T Records)

My wireless



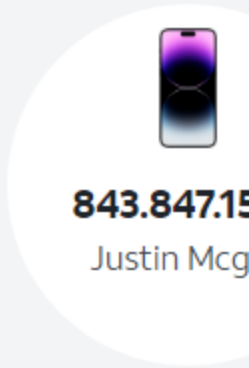
Justin Mcgee

Account 534241814223



843.300.2853

Justin Mcgee



843.847.15

Justin Mcg



Device info



Data use



Device options



Justin Mcgee [Edit](#)

Apple iPhone 8 Plus - 128GB - 843.300.2853



Your device is protected against loss, theft, and damage.

[File or track a claim](#)



Justin Mcgee



Apple iPhone 8 Plus - 12...

843.300.2853

[← Back](#)

Manage your SIM



Justin Mcgee

Apple iPhone 8 Plus - 128GB - 843.300.2853

[Switch](#)

Switch devices



Want to move a number from one phone to another? We can help! Just make sure your replacement phone is unlocked and compatible with AT&T.

[Get started](#)

Exhibit I (AT&T Usage Records)



JUSTIN 843.300.2853



Print Log



Download CSV



Download Excel

Display by





Nicknames



Numbers

[Nickname a number](#)

[Manage Nickname](#)

DATE & TIME ↑	CONTACT	LOCATION	TYPE	MINUTES
10/13/2022 08:53:39 PM	 Lindsay McGee	CHARLESTON	SDDV	1
09/27/2022 11:44:54 PM	 843.847.1502	CHARLESTON	SDDV	1

Calls 0 incoming | 2 outgoing

Talk time 2 minutes



JUSTIN 843.300.2853 ▼

Print Log

Download CSV

Download Excel

Display by Nicknames Numbers [Nickname a number](#) [Manage Nickname](#)

DATE & TIME ↑	CONTACT	LOCATION	TYPE	MINUTES
11/13/2022 03:59:43 PM	Lindsay McGee	CHARLESTON	SDDV	2
10/31/2022 08:40:02 PM	843.847.1502	INCOMING	SDDV	1
10/31/2022 08:07:13 PM	Lindsay McGee	CHARLESTON	SDDV	1
10/31/2022 08:06:35 PM	843.847.1502	CHARLESTON	SDDV	1
10/28/2022 03:07:55 PM	Lindsay McGee	CHARLESTON	SDDV	1
10/28/2022 03:07:46 PM	Lindsay McGee	CHARLESTON	SDDV	1
10/28/2022 03:07:37 PM	Lindsay McGee	CHARLESTON	SDDV	1

Calls 1 incoming | 6 outgoing Talk time 8 minutes



JUSTIN 843.300.2853 ▼

Print Log

Download CSV

Download Excel

Display by Nicknames Numbers [Nickname a number](#) [Manage Nickname](#)

DATE & TIME ↑	CONTACT	LOCATION	TYPE	MINUTES
08/16/2022 09:34:39 PM	Becky Walden	BLAINE	SDDV	62
08/15/2022 11:54:43 AM	Lindsay McGee	INCOMING	SDDV	2
08/15/2022 10:55:04 AM	Lindsay McGee	INCOMING	SDDV	4
08/15/2022 10:53:22 AM	Lindsay McGee	CHARLESTON	SDDV	1
08/02/2022 12:29:14 AM	SPAM	NEWBRUNSWK	SDDV	1
07/28/2022 11:44:56 PM	SPAM	EMMAUS	SDDV	1
07/27/2022 10:51:25 AM	SPAM	ST LOUIS	SDDV	1

Calls 2 incoming | 5 outgoing Talk time 72 minutes



JUSTIN 843.300.2853



Print Log



Download CSV



Download Excel

Display by



Nicknames



Numbers

[Nickname a number](#)

[Manage Nickname](#)

DATE & TIME ↑	CONTACT	LOCATION	TYPE	MINUTES
09/21/2022 07:59:53 AM	Lindsay McGee	CHARLESTON	SDDV	1
09/06/2022 09:26:15 PM	Lindsay McGee	CHARLESTON	SDDV	1
08/30/2022 08:48:05 AM	SPAM	NEWBRUNSWK	SDDV	1
08/29/2022 06:53:11 PM	SPAM	NEWBRUNSWK	SDDV	1

Calls 0 incoming | 4 outgoing Talk time 4 minutes



JUSTIN 843.300.2853



Print Log



Download CSV



Download Excel

Display by





Nicknames



Numbers

[Nickname a number](#)

[Manage Nickname](#)

DATE & TIME ↑	CONTACT	LOCATION	TYPE	MINUTES
10/13/2022 08:53:39 PM	 Lindsay McGee	CHARLESTON	SDDV	1
09/27/2022 11:44:54 PM	 843.847.1502	CHARLESTON	SDDV	1

Calls 0 incoming | 2 outgoing

Talk time 2 minutes

Exhibit J (AT&T Purchase Agreement)

CREDIT SALE CONTRACT/RETAIL INSTALLMENT CONTRACT/RETAIL INSTALLMENT OBLIGATION/RETAIL INSTALLMENT SALE AGREEMENT/CONDITIONAL SALES CONTRACT/SECURITY AGREEMENT("THIS AGREEMENT") - SUBJECT TO STATE REGULATION

SELLER/CREDITOR: New Cingular Wireless PCS, LLC d/b/a AT&T Mobility
1025 Lenox Park Boulevard NE, Atlanta, GA 30319

BUYER'S NAME: JUSTIN MCGEE
 BUYER'S PHONE NUMBER: 8438471502
 BUYER'S ADDRESS: 7312 EDDY FARMS RD, HOLLYWOOD, SC 29449
 DEVICE: APPLE IPHONE 14 PRO MAX
 INSTALLMENT ID: 170000050361939

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of Your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost You.	Amount Financed The amount of credit provided to You or on Your behalf.	Total of Payments The amount You will have paid after You have made all payments as scheduled.	Total Sale Price The total cost of Your purchase on credit, including Your down payment of \$0.00 is
0.00%	\$0.00	\$1599.99	\$1599.99	\$1599.99

Your Payment Schedule Will Be

Number of Monthly Payments : 36
 Amount of Monthly Payment : \$44.45
 Amount of Last Monthly Payment : \$44.24
 Monthly Payments Due: After Your Device is shipped or activated, we bill You for the Device on Your next Service bill. See bill cycle details on Your Customer Service Summary.

Security. We retain a security interest in the subject matter of this Agreement. You grant us a purchase money security interest in the Device.

Late Payment Fee. We charge a fee of up to \$7 per bill cycle (or less as permitted by applicable law) for late payment of any amount (including installment charges) on Your Service bill for the wireless number associated with Device. Current wireless number is shown on Your bill, and number may change with mutual agreement.

Prepayment. If You pay off all Your debt early, You will not pay a penalty.

Additional Information below. See Agreement terms below for nonpayment, default, any required repayment in full before the scheduled date, prepayment refunds and penalties, and any upgrade options.

ITEMIZATION OF AMOUNT FINANCED of \$1599.99

\$1,599.99	PURCHASE PRICE
-\$0.00	DOWN PAYMENT
\$1599.99	AMOUNT FINANCED
\$0.00	PREPAID FINANCE CHARGE

By signing this Agreement, You are buying the Device from Seller/Creditor (and, together with any Seller/Creditor assignees of the obligations under this Agreement following such assignment, "we", "us", or "our") on credit. You grant us a purchase money security interest in the Device, and all proceeds from the sale or other disposition of Device to secure performance of Your obligations under this Agreement (collectively, the "Secured Obligations"), which security interest continues until we are paid in full for the Secured Obligations, including reasonable and actual expenses of retaking, processing, and disposing Device upon Default (which shall include reasonable attorneys' fees). You and we agree this Agreement constitutes a security agreement and Your grant of a security interest to us is a "purchase money security interest" in the Device and the "proceeds" as defined in the Uniform Commercial Code in the state of Your billing address at the time of signing. You agree to pay us the Amount Financed and any related charges in U.S. funds.

IMPORTANT TERMS – PLEASE READ THIS

1. ASSIGNMENT.

- a. We may assign this Agreement or any of our rights hereunder without Your consent or notice. **From and after the date of any assignment of AT&T's rights and obligations under this Agreement to any non-affiliated third party, AT&T, AT&T Mobility (and its parent, affiliates, and subsidiaries) will have no further liability or obligation to You and Your recourse for any such liabilities or obligations shall be solely limited to such assignee.**
- b. **Seller/Creditor, and/or any other assignee of this Agreement do not agree to any sale, disposition, transfer, entrustment, loan, or surrender of possession of Device free and clear of such purchase money security interest or consent to the retention or possession of Device by a third party.**
- c. **Without our prior written consent, You may not: i) sell, offer to sell, pledge, mortgage, encumber, create a lien on, adverse claim on or security interest in the Device or allow such to exist; or ii) sell, offer to sell, or assign this Agreement or claims arising from or in connection with this Agreement; or iii) lease, sell, offer to sell, dispose of, transfer, entrust, loan, or surrender possession of the Device, while any Secured Obligation remains outstanding.**

2. SERVICE/SERVICE AGREEMENT. This Agreement requires that You maintain eligible voice and/or data wireless services ("Service(s)") on Your Device. **Service(s) are subject to Your Consumer Service Agreement, Wireless Customer Agreement, AT&T business or government agreement, or an agreement with another wireless service provider authorized by us in our sole discretion (in any case the "Service Agreement"). Your Service Agreement may require a deposit. Although Your Service Agreement is a separate document, except as prohibited by applicable law, the Dispute Resolution By Binding Arbitration and Arbitration Agreement provisions or other dispute resolution provisions of Your Service Agreement are incorporated by reference in this Agreement and will survive termination of Your Service Agreement.**

3. DISPUTE RESOLUTION BY BINDING ARBITRATION. Most customer concerns can be resolved quickly and to the customer's satisfaction by calling the customer service department at 1-800-331-0500 (or any alternative customer service number we may provide to you from time to time). In the unlikely event that we are unable to resolve a complaint You may have to Your satisfaction (or if we have not been able to resolve a dispute we have with You after attempting to do so informally), we each agree to resolve those disputes through the dispute resolution provisions in Your Service Agreement. **If Your Service Agreement includes an arbitration provision, we agree to resolve all disputes in binding arbitration or small claims court in accordance with that arbitration provision.**

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same individual damages and individual relief that a court can award. **Any arbitration under this Agreement will take place on an individual basis, without class, representative, or private attorney general proceedings. See att.com/disputeresolution for more details.**

4. RESPONSIBLE PARTY. "You/you" or "Buyer" means a person or an entity that is the customer of record. You represent You are authorized to sign, and if later determined You are not authorized, You are personally responsible and guarantee payment for all sums due under this Agreement.
5. CREDIT QUALIFICATION. We may check Your credit with a credit reporting agency or use Your existing credit information on file with us or our affiliates. We may terminate this Agreement prior to Your receiving the Device if You fail to meet our credit requirements.
6. PAYMENTS. You are responsible for payments in full of Your Service(s) bill. Payments apply as follows : first to past due balances, and then to remaining balances due. If Service is suspended, terminated or cancelled, You are still responsible for all scheduled payments under this Agreement. Your obligations to make payments under this Agreement are not contingent upon the delivery of service(s). If You make installment payments before due, there are no changes in due dates or amounts of scheduled payments.
7. RISK OF LOSS: INSURANCE. You bear the risk of loss, theft or damage to the Device for any cause during the Agreement. If the Device is lost, stolen or damaged, You are obligated for the Total of Payments. We recommend You insure the Device from anyone You want..

8. INDEMNITY. You are responsible for all liabilities, losses and damages, whether imposed on You or us, that are attributable to You or any of Your acts or omissions related to the Device. This provision survives the termination of this Agreement. As permitted by law, You will reimburse us for all expenses we incur for the defense of any claim or action You are responsible for under this Agreement. This includes, but is not limited to, actual and reasonable attorney's fees not to exceed 15% of the amount of the loss, liability or damage, except that in NH and WI, we will pay attorney's fees incurred by You in any action in which You prevail.
9. DEFAULT. You will be in "**Default**" of this Agreement if:
 - a. You fail to make any required payment;
 - b. You breach any term, covenant, representation or warranty in this Agreement;
 - c. You fail to perform any other obligation in this Agreement, including timely Service(s) activation, and such failure continues for ten (10) days after we provide You with written notice of the Default;
 - d. **You or we cancel/terminate the Service required on Your Device under Your Service Agreement.**
10. REMEDIES FOR DEFAULT. In the event of Default as permitted by applicable law, we may exercise - and will give You notice of any intent to exercise -- one or more of the following:
 - a. **Disable the Device.**
 - b. **Require You to immediately pay all remaining unpaid Amount Financed** (except that in Illinois, You must be in Default for at least 30 days).
 - c. If You provided Your credit or debit card information, You authorize us to charge Your card, in accordance with applicable law, to satisfy all amounts due, if You do not immediately pay all unpaid Amount Financed.
 - d. Require You to pay us actual and reasonable costs of collection, including attorney's fees, except in NH and WI, we will pay attorney's fees incurred by You in any action in which You prevail.
 - e. Take possession of the Device and sell, lease, license or otherwise dispose of the Device to satisfy any unpaid Secured Obligation.
 - f. Remedies of a secured party under the Uniform Commercial Code or other laws.
11. GOVERNING LAW. The law of the state of Your billing address when You sign this Agreement shall govern unless such law is preempted by or inconsistent with federal law.
12. ENGLISH LANGUAGE. The original version of this Agreement is in English. Any conflict between the English version and any other language version will be resolved by interpreting the English version.
13. DISCLAIMER OF WARRANTIES/RETURN POLICY. We make no express or implied warranties on the Device, including any implied warranties of merchantability or of fitness for a particular purpose. For details on our limited return policy and manufacturer's warranties, see Your Customer Service Summary.
14. TURN-IN UPGRADE FOR SMARTPHONES.
 - a. For a smartphone Device **only**, You may be able to return the Device early to us and upgrade to a new qualifying device (a "Turn-In"). Turn-Ins are subject to the following:
 - I. Available agreements, offers, and Service requirements.
 - II. Device purchased on: (i) AT&T Next Every Year®, (ii) AT&T Next®, or (iii) AT&T Installment Plan with Next Up;
 - III. Account in good standing;
 - IV. Return Device as instructed in good physical and fully functional condition within the designated time. If return is unsuccessful for any reason, You agree to pay all remaining and future installment charges under this Agreement. Once You return Device, it cannot be reversed, and You will not get Device back.
 - V. Payments made of the Total Sales Price of at least: (i) 50% on AT&T Next Every Year®, (ii) 80% on AT&T Next®, or (iii) 50% on an AT&T Installment Plan with Next Up feature ("Next Up") and current on all Next Up charges at time of Turn-In. Payment of the Next Up charge is additional and not applied to: Your Amount Financed, Total Of Payments, or 50% of Total Sale Price requirement to upgrade early.
 - b. To cancel Next Up at any time: visit an AT&T store (or other location we designate), use Your att.com/myATT account (or other applicable online account), or call customer service (611 from Device). You are responsible for Next Up charges billed before You cancel. **If You cancel, You lose the ability to Turn-In and cannot reenroll in Next Up.**

Next Up charges are non-refundable, and You must pay the remaining installment payments. If

You stop paying the monthly Next Up feature charge without canceling, You remain obligated to pay it. See att.com/myatt for the monthly Next Up feature charge You agreed to pay.

- c. Turn-in offers may be changed or canceled at any time, and Turn-in can be terminated due to suspected fraud or misrepresentation. With Turn-In, we will, for Your benefit and for the express benefit of any assignee of Your Agreement, pay off or settle the remaining balance outstanding under this Agreement and no future installment charges will be billed under this Agreement. In the unlikely event that a bankruptcy or similar proceeding shall be instituted by or against any of us, AT&T Inc., AT&T Mobility Next Operations LLC, or an assignee, Your ability to enter into a Turn-In will be automatically terminated and You will be given prompt notice.
15. **INFORMATION ON YOUR DEVICE.** You agree that before trading in the Device **You erased all personal, confidential and sensitive information.**

NOTICE TO BUYER:

1. Do not sign this Agreement before You read it or if it contains any blank spaces. You are entitled to an exact and completely filled-in copy of the signed Agreement. Keep it to protect Your legal rights.
2. Under the present law, You have the right, among others, to pay off in advance the full amount due at any time and, under certain circumstances, obtain a partial refund or rebate of the unearned finance charge (a/k/a time price differential). (In PR, if You pay off in advance the balance owed under the contract, the principal owed as of the date of payment, plus any balance to cover charges or interest accrued to that date, shall be cancelled.)
3. This Agreement is covered by federal and state laws (including HI's credit sale law) and You have the rights of a buyer under such laws.
4. Seller certifies that the information contained in the contract complies with the D.C. Municipal Regulations, Title 16, Chapter 1.
5. **Marital Agreement Notice:** CA - You, if married, may apply for a separate account. WI - No provision of a marital property agreement, unilateral statement under Sec. 766.59 Wis.Stats., or court decree under Sec. 766.70 Wis.Stats., will adversely affect our rights unless we are furnished a copy of the agreement, statement or decree, or we have actual knowledge of its terms, before credit is granted or the account is opened.
6. MD, MA and CT: You may under certain circumstances redeem the property if repossessed because of Your Default, and You may, under certain conditions, require a resale of the property if repossessed.
7. MD: This contract is made pursuant to Md. Code Ann., Com. Law §§12-601 regarding Retail Installment Sales.
8. AZ: For in-home sales, this instrument is based upon a home solicitation sale, which is subject to the provisions of title 44, chapter 15. This instrument is not negotiable.
9. **For sales outside of business locations:** THIS INSTRUMENT IS A NON-NEGOTIABLE CONSUMER NOTE: CT -- THIS INSTRUMENT IS BASED UPON A HOME SOLICITATION SALE, WHICH SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT; FL -- You have a right to cancel this note under Chapter 501, Section 25 of the Florida Statutes; ND -- this instrument is based upon a personal solicitation sale, which is subject to the provisions of the ND Century Code;
10. By signing this Agreement, You are granting to Seller a purchase money security interest in the Device, all cash proceeds of the Device and all non-cash proceeds of the Device, which will continue until Seller has received payment in full of the Secured Obligations.
11. In the event You are in Default under this Agreement, the Seller may take possession of the Device and may sell, lease, license or otherwise dispose of the Device to satisfy any unpaid Secured Obligations. The Seller may not unlawfully enter Your premises or commit any other breach of the peace to take possession of the Device.
12. **NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**CREDIT SALE CONTRACT/RETAIL INSTALLMENT CONTRACT/RETAIL INSTALLMENT OBLIGATION/RETAIL
INSTALLMENT SALE AGREEMENT/CONDITIONAL SALES CONTRACT/SECURITY AGREEMENT**

I acknowledge that I have read and received a copy of this Agreement, which terms include dispute resolution by binding individual arbitration instead of jury trials or class actions.

Seller

Buyer



New Cingular Wireless PCS, LLC
d/b/a AT&T Mobility

11/28/2022

(Signature)

(Date)

(Buyer's Signature)

(Date)

AT&T INSTALLMENT CONTRACT PRIVACY NOTICE

FACTS	WHAT DOES AT&T MOBILITY DO WITH YOUR PERSONAL INFORMATION?
Why?	Companies choose how they share Your personal information. In the case of companies providing a financial product or service such as installment contracts (" Installment Contracts"), federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell You how we collect, share, and protect Your personal information relating to Installment Contracts. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share can include: <ul style="list-style-type: none"> • Your Social Security number and income • Information we receive from You when You apply for an Installment Contract • Account balance and payment history • Credit history and credit scores
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons AT&T Mobility chooses to share; and whether You can limit this sharing.

Reasons we can share Your personal information	Does AT&T Mobility share?	Can You limit this sharing?
For our everyday business purposes — such as to process Your transactions, maintain Your Installment Contract, respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to You	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about Your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about Your creditworthiness	Yes	Yes
For nonaffiliates to market to You	No	We don't share
To limit our sharing	<p>Call 1-800-331-0500 our menu will guide You through Your choices</p> <p>Visit us online: att.com/myatt</p> <p>Please note: If You are a <i>new</i> customer, we can begin sharing Your information 30 days from the date we sent this notice. When You are <i>no longer</i> our customer, we continue to share Your information as described in this notice.</p> <p>However, You can contact us at any time to limit our sharing.</p>	
Questions?	Call 1-800-331-0500	

Who we are	
Who is providing this notice?	As used in this notice, "AT&T Mobility" refers to New Cingular Wireless PCS, LLC d/b/a AT&T Mobility and AT&T Mobility Next Operations LLC.
What we do	
How does AT&T Mobility protect my personal information?	To protect Your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does AT&T Mobility collect my personal information?	<p>We collect Your personal information, for example, when You:</p> <ul style="list-style-type: none"> • Apply for an Installment Contract • Provide us with contact information in connection with Your Installment Contract • Enter into Your Installment Contract • Make payments on an Installment Contract • Contact us regarding Your Installment Contract <p>We also collect Your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives You the right to limit only</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes—information about Your creditworthiness • affiliates from using Your information to market to You • sharing for nonaffiliates to market to You <p>State laws and individual companies may give You additional rights to limit sharing. See below for more on Your rights under state law.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Our principal affiliates include companies with an AT&T name, such as AT&T and AT&T Mobility; and telecommunications and media companies, such as WarnerMedia, Cricket, and DIRECTV.
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • AT&T Mobility does not share with nonaffiliates so they can market to You.
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to You.</p> <ul style="list-style-type: none"> • AT&T Mobility does not jointly market.

Other important information

This privacy notice only applies to information we collect in connection with Installment Contracts. It does not apply to information that AT&T Mobility may obtain in connection with any other products or services offered to You, including the wireless service obtained by You in connection with the phone or other device purchased under the Installment Contracts. Other AT&T Mobility privacy policies may apply to such other information. See Your wireless service contract or other service agreements with AT&T for further details.

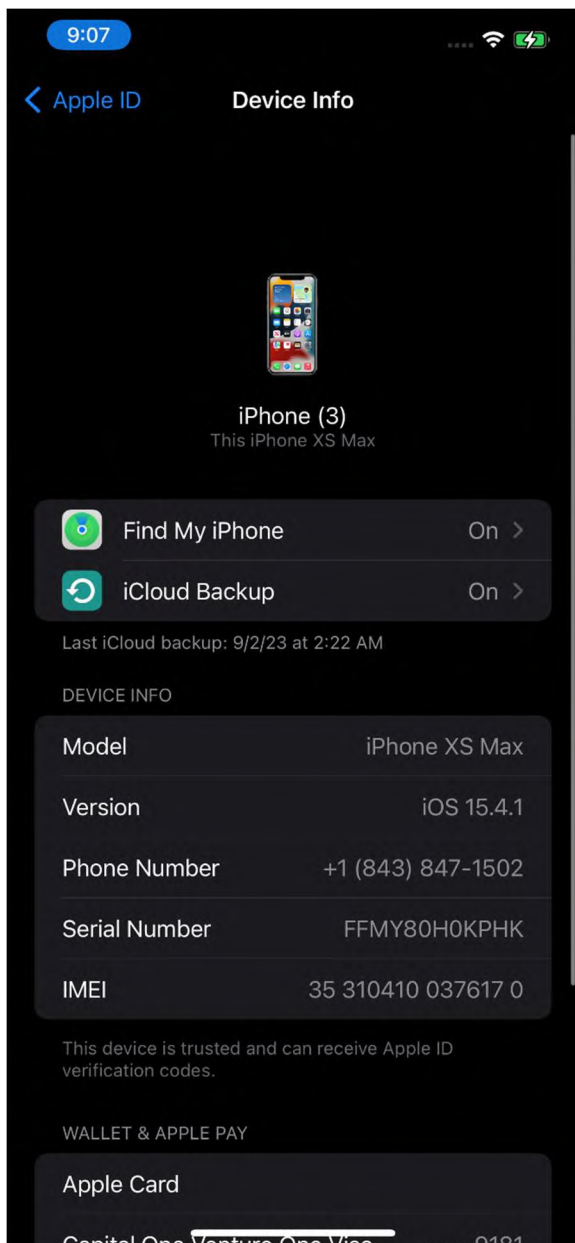
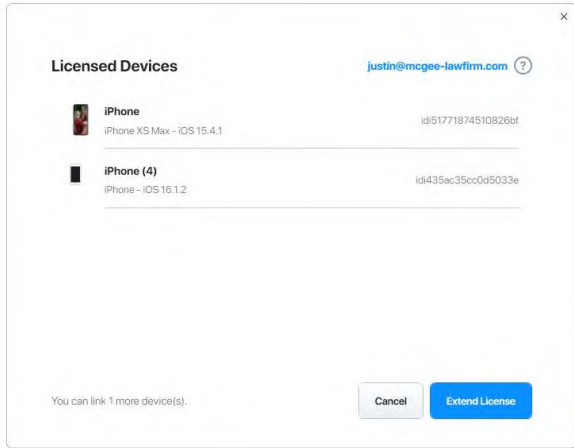
For Vermont Residents Only

We will not disclose information about Your creditworthiness to our affiliates, other than as permitted by Vermont law, unless You authorize us to make those disclosures. Additional information concerning our privacy policies can be found by calling 1-800-331-0500.

For California Residents Only

If Your account is associated with a California address, we will not provide Your personal information to our affiliates except for our everyday business purposes without first giving You additional choices. The information collected pursuant to this notice is exempt from the California Consumer Privacy Act (“CCPA”); however, if you have other AT&T products or services and would like to learn more about your CCPA rights, go to att.com/privacy and click on the State Law Approach tab.

Exhibit K (iMazing Application, iPhone 10, and iPhone 14 Pro Max)



**Exhibit M (List Of Emails Lindsay McGee Sent To Justin McGee From Her
Gmail Account During Time Period)**

Three Weeks Ago

Lindsay Mc... Fwd: 23/24 Kaleidoscope Registration with Procure Mon 8/14/2023 10:01 ... 83 KB
What is your intention with regard to after school care for the boys? Are you going to do Kaleidoscope if I enroll them?
----- Forwarded message -----

Lindsay Mc... Re: Your Blackbaud Tuition Management Invoice for September 2023 Mon 8/14/2023 9:58 AM 86 KB
Why would you list Lindsay@mcgee-lawfirm when you set up this account? This would NOT be the first time you've done this in an attempt to show you are communicating. I've asked you for detailed invoices in the past but you refused. It looks simple enoug...

Last Month

Lindsay Mc... Re: H [REDACTED] McGee Tue 8/1/2023 10:54 AM 66 KB
Additionally, Father stated I took adderall during my pregnancy which is completely false. Father asked what medications I took, and I stated Viibryd and prenatal vitamins only.

Lindsay Mc... Re: H [REDACTED] McGee Tue 8/1/2023 10:51 AM 78 KB
Hi Ms Lohan, I would like to add some additional notes. Father has attempted suicide on multiple occasions and has threatened suicide in the past two years. Father spent time in a psychiatric facility. Both of us have made accusations of substanc...

Older

Lindsay Mc... Re: A [REDACTED] not feeling well Tue 7/25/2023 1:03 PM 66 KB
Hi! I'm on my way up to get her.
On Tue, Jul 25, 2023 at 12:32 PM Bosley, Rebecca <rbosley@portergaud.edu> wrote: Hi there! A [REDACTED] has been crying for you guys the past 10

Lindsay Mc... Insurance cancellation documentation Sat 7/22/2023 12:14 AM 9 MB
Justin, Please see attached documents from Progressive, NY Life and BCBS as requested. I couldn't get these to upload in OFW <end>

Lindsay Mc... Re: OurFamilyWizard order confirmation Fri 6/30/2023 7:21 AM 114 KB
Yes. I know that. It says your registration should have sent me an email to sign up. It did not. I contacted them last night about next steps.
On Thu, Jun 29, 2023 at 10:31 PM Justin McGee <justin@mcgee-lawfirm.com> wrote: Your email address (this one...


Lindsay Mc... Re: OurFamilyWizard order confirmation Thu 6/29/2023 9:45 PM 114 KB
What email did you put for me? I don't have a confirmation email from them. I don't see it in your receipt either.
On Thu, Jun 29, 2023 at 9:29 PM Justin McGee <justin@mcgee-lawfirm.com> wrote: You still haven't done it (OFW) and keep emailing me i...

Lindsay Mc... Re: OurFamilyWizard order confirmation Thu 6/29/2023 9:38 PM 113 KB
Great. I'll do the same then. Thank you. That gives me time to get stuff together.
On Thu, Jun 29, 2023 at 9:29 PM Justin McGee <justin@mcgee-lawfirm.com> wrote: You still haven't done it (OFW) and keep emailing me

Lindsay Mc... Re: FW: OurFamilyWizard order confirmation Thu 6/29/2023 9:25 PM 107 KB
Justin, We both spoke to the GAL through our attorneys and agreed to do OFW. You need not send me your receipts. I sent you a list of items I'd also like returned. Are you going to bring those items? You just haven't responded. You completely ignore...

Lindsay Mc... Re: FW: OurFamilyWizard order confirmation Thu 6/29/2023 6:30 PM 102 KB
Hi Justin, I am going to do this also. Is there a reason you sent this to me? Do I need your receipt for some reason? You have a history of sending me duplicate and/or unnecessary emails in an attempt to overwhelm me. This is my formal request to no...

Lindsay Mc... Re: A [REDACTED] O'Quinn Information Tue 6/27/2023 12:53 A... 70 KB

-  Lindsay Mc... Re: Last Week Updates & Reminders Tue 6/27/2023 12:48 A... 97 KB
Hey Justin, I hope this email finds you well. You did not indicate whether you'd be returning all of the items I purchased for the children that are in your possession. I even made you a list for your ready reference. I will not be leaving anything...
-  Lindsay Mc... Re: Last Week Updates & Reminders Mon 6/26/2023 2:13 PM 916 KB
Hi Justin, I will gather items that are obvious (CHM's extra air jordans, CHM's water shoes, AJM extra water shoes). All of the kids will be wearing shoes you purchased on Friday when you pick up from school. Please let me know about any specific item...
-  Lindsay Mc... A [REDACTED] O'Quinn Information Mon 6/26/2023 10:56 ... 760 KB
Justin, Attached please find detailed information related to A [REDACTED] summer program at O'Quinn. I was not sure if you saw this and wanted to make sure you had a copy for your records. Have a great day, Lindsay <end>
- Lindsay Mc... Billing Mon 6/26/2023 10:41 ... 60 KB
Hi Robin, We are still being billed in the SmartCare app for A [REDACTED] attendance at St. James. Please let Justin and myself know the amount owed for attendance through the 14th of June. Thanks, Lindsay McGee <end>
-  Lindsay Mc... Re: CHM Medical Reimbursement. Fri 6/23/2023 7:17 PM 77 KB
Justin, It is not David's job to provide proof of payment to the other parent. We are already making his job exceedingly difficult. We are both family court attorneys. No parent just gets to demand reimbursement without any documentation or proof o...
-  Lindsay Mc... Re: CHM Medical Reimbursement. Fri 6/23/2023 4:03 PM 76 KB
Hi Justin, I asked for proof of payment for all reimbursement requests. Please send proof of payment, and I'll promptly send reimbursement (just like last time). I hope you have a wonderful weekend Best, Lindsay
-  Lindsay Mc... Re: Thank you for your recent online payment Thu 6/22/2023 2:30 PM 79 KB
Thank you very much for clarifying. I also think O'Quinn is wonderful - just expensive and a little out of my reach (financially) right now. I very sincerely appreciate your willingness to help in this regard.
-  Lindsay Mc... Re: Thank you for your recent online payment Thu 6/22/2023 2:18 PM 84 KB
Are you saying that A [REDACTED] likes O'Quinn so much that you want to ensure she continues during my weeks so you are willing to cover all of her tuition? If that is not the purpose of your email, I am repeating my earlier request that you to refrain fro...
-  Lindsay Mc... Re: FW: Thank you for your recent online payment Thu 6/22/2023 1:21 PM 81 KB
Hi Justin, I hope you're having a great Thursday so far. I just wanted to check in to see why you sent me this email? We are required to pay for the children's work related day care while they are in are care. This email also doesn't really provide any...
-  Lindsay Mc... Re: School Bus Accident Wed 6/21/2023 10:49 ... 78 KB
Thank you so much, Justin. I am glad to hear you are well. You're always in my prayers. I hope you have a wonderful day! Best, Lindsay
On Wed, Jun 21, 2023 at 10:33 AM Justin McGee <justin@mcgee-lawfirm.com> wrote: Lindsay, Your number was...
-  Lindsay Mc... Re: School Bus Accident Wed 6/21/2023 10:25 ... 80 KB
Hello Justin, It sounds like my email did not find you well. I am relieved at least one of us was notified about the accident. May I ask why you did not notify me about the bus accident? Pete was informed and was supposed to relay that to ML. This...
-  Lindsay Mc... School Bus Accident Wed 6/21/2023 9:54 AM 74 KB
Good morning Justin, I hope this email finds you well. I wanted to inform you that C [REDACTED] school bus was in an accident on the first day of SAIL camp. The accident was severe enough that police, a firetruck and an ambulance responded to the scen...
-  Lindsay Mc... Re: McGee v McGee - Medical Expense Reimbursement Request Tue 6/20/2023 6:12 PM 553 KB

-  Lindsay Mc... Re: McGee v McGee - Medical Expense Reimbursement Request Tue 6/20/2023 3:49 PM 125 KB
Hi Justin, I hope this email finds you well. I did not see proof of payment and David indicated there was no CC on file and therefore YOU HAD NOT YET BEEN CHARGED. If David has since run your card, please send me a screenshot showing where you pa...
-  Lindsay Mc... FaceTime request Tue 6/20/2023 9:27 AM 66 KB
Good morning Justin, I understand I am still blocked from the children's iPads. I would like to FT with the children this evening. I will FT your phone around 6pm so that I can speak with the children. Please let me know if you have any objection...
-  Lindsay Mc... Re: FW: FW: McGee v McGee - Medical Expense Reimbursement Request Mon 6/19/2023 4:26 PM 122 KB
Hello (again) Justin, Do you mean your transparent lie was called out? You just said you went back and looked at the charges.... and yet you still want to claim David charged you \$350 each session? I see David saying there is no CC on file to bill f...
- Lindsay Mc... Re: McGee v McGee - Medical Expense Reimbursement Request Mon 6/19/2023 3:22 PM 74 KB
Hi David, I am very glad to hear Hudson's session went well.
I copied Justin on this email so he could see your prior response to me re: billing. I am not sure if Justin wants the something more detailed, but I
-  Lindsay Mc... Re: McGee v McGee - Medical Expense Reimbursement Request Mon 6/19/2023 3:14 PM 80 KB
Hello Justin, If you have not yet been charged how do you know the amount I need to reimburse for today's session? I understand from your email that you have always paid \$350. Am I correct in my assumption that because you have always paid "\$350 per...
-  Lindsay Mc... Re: McGee v McGee - Medical Expense Reimbursement Request Mon 6/19/2023 2:51 PM 69 KB
Hello Justin!! Thank you for your request. Are you stating that you have already paid David for H [REDACTED] session today (June 19, 2023), and is it your position that David charges \$350 per session? I very much look forward to your response. Happy...
-  Lindsay Mc... Demand for Payment Mon 6/19/2023 10:55 ... 140 KB
Justin, Pursuant to our agreement (memorialized in texts and emails) I submitted an invoice for work performed on your cases. I submitted an invoice as requested. I provided Sally with my billable client time as requested. Your payment has not bee...
-  Lindsay Mc... Re: Clothing Mon 6/19/2023 10:51 ... 3 MB
Yes. I asked you to make a list. I will do the same. We have until Friday until we have to see eachother. Send me your list Thursday and I'll do the same.
-  Lindsay Mc... Re: Your bill from Saint James Day School is ready Mon 6/19/2023 10:48 ... 84 KB
Did you take her to O'quinn? I was asked to see if she could stay at St. James because you couldn't afford Oquinn. That came from one of your attorneys - I believe ML. I informed O'Quinn that we could no longer afford it in light of "everything." They...
-  Lindsay Mc... Re: Your bill from Saint James Day School is ready Mon 6/19/2023 10:14 ... 88 KB
Amelia's daycare is past due. I plan to keep A [REDACTED] home when it is my week. I do not intend to use St James. You can discuss with them payment.
-  Lindsay Mc... Re: Tomorrow is the Big Day! Mon 6/12/2023 7:38 AM 79 KB
Please send CHM's registration info to your attorney.
On Mon, Jun 12, 2023 at 6:50AM Justin McGee <justin@mcgee-lawfirm.com> wrote:
-  Lindsay Mc... Re: Tomorrow is the Big Day! Mon 6/12/2023 6:55 AM 80 KB
STOP EMAILING ME - this is a violation of your bond. I intend to submit this as proof you are incapable of listening to anyone - even a Judge!!!!!!
On Mon, Jun 12, 2023 at 6:50AM Justin McGee <justin@mcgee-lawfirm.com> wrote: Begin...

-  Lindsay Mc... Re: Tomorrow is the Big Day! Mon 6/12/2023 6:55 AM 80 KB
STOP EMAILING ME - this is a violation of your bond. I intend to submit this as proof you are incapable of listening to anyone - even a Judge!!!!!!
On Mon, Jun 12, 2023 at 6:50AM Justin McGee <justin@mcgee-lawfirm.com> wrote: Begin...
-  Lindsay Mc... H [REDACTED] certificate and advancement to 1st grade Mon 5/22/2023 10:17 ... 460 KB
Justin, See Hudson's "Ball Words" certificate attached. I know we have not been able to discuss H [REDACTED] advancement to 1st grade. I agree with H [REDACTED] teacher and believe he should advance next school year. I will hold off on registering H [REDACTED]
-  Lindsay Mc... Re: Thank you for your order! Mon 5/22/2023 10:12 ... 77 KB
FYI- brought the boys current on Kal.
On Mon, May 22, 2023 at 9:57PM Charleston CSD Office of Expanded Learning Web Store <webstores@revtrak.net> wrote: Hi Lindsay, Thank you
-  Lindsay Mc... Fwd: Balance for Day School Mon 5/22/2023 10:12 ... 167 KB
For some reason Auto-Pay was turned off in April. The balance is \$1,482. Can I use the SF#3828 account? If not, will you let me know if you are willing to pay anything towards the outstanding balance? Maybe you can have Sally email me v. going thro...
-  Lindsay Mc... Summer DSS Forms & June 5th ONLY Mon 5/22/2023 10:02 ... 427 KB
Hi Laura, Attached are the DSS forms for C [REDACTED] and H [REDACTED]. We would also like for both boys to attend aftercare on June 5th only. Thank you again for your help! Best regards, Lindsay McGee <end>
- Lindsay Mc... Confirming you aren't getting kids Fri 5/19/2023 12:58 PM 63 KB
I know you can't respond but, I'm surprised you didn't sign the consent order. I was told it would be signed by noon today. I'm sending this in the off chance someone dropped the ball on your side. <end>
-  Lindsay Mc... HMM conference Thu 5/18/2023 4:03 PM 69 KB
Hi Justin, I wanted to let you know what Ms. Breland said at the conference this morning. Overall she did not think it was best for Hudson to be held back. Her reasoning was that intervention doesn't start until 1st grade. She also said he is social...
-  Lindsay Mc... Re: Conference Tue 5/16/2023 1:43 PM 77 KB
Sounds good, thanks!
On Tue, May 16, 2023 at 12:49 PM Madison Breland <madison_breland@charleston.k12.sc.us> wrote: I think* I should be able to conference with
- Lindsay Mc... Re: Thank you for your order! Tue 5/16/2023 9:50 AM 86 KB
FYI- I bought both of the boys a yearbook
On Tue, May 16, 2023 at 9:46AM Stiles Point Elementary School Web Store <webstores@revtrak.net> wrote: Hi Lindsay, Thank you for your order.
-  Lindsay Mc... Re: Conference Mon 5/15/2023 5:44 PM 71 KB
How about Wednesday at 8am?
On Mon, May 15, 2023 at 4:08 PM Justin McGee <justin@mcgee-lawfirm.com> wrote: Either is fine. Justin McGee McGee Law Firm
- Lindsay Mc... Re: Summer Camp Fun at Wild Blue Mon 5/15/2023 11:45 ... 89 KB
I think it's about the type of people... maybe none of his friends are in sail? I think he will like it once he's in it
On Mon, May 15, 2023 at 9:47 AM Justin McGee <justin@mcgee-lawfirm.com> wrote: Charlie was SUPER excited about SAIL last week? I d...
- Lindsay Mc... Re: End of year teacher gifts Mon 5/15/2023 10:44 ... 63 KB
FYI - I sent her \$20
On Mon, May 15, 2023 at 10:28AM Erin Holley <erinholley@gmail.com> wrote: Hi, all!

Lindsay Mc... Re: End of year teacher gifts

Mon 5/15/2023 10:44 ... 63 KB

FYI - I sent her \$20

On Mon, May 15, 2023 at 10:28AM Erin Holley <erinholley@gmail.com> wrote: Hi, all!

Lindsay Mc... LFM's MLF email

Mon 5/15/2023 9:47 AM 62 KB

Hi Sally and Justin, I have my old Lindsay@mcgee-lawfirm.com up and running. Going forward will you send everything to only the MLF address? Thanks! <end>

Lindsay Mc... Re: Conference

Mon 5/15/2023 9:45 AM 65 KB

Hi Ms. Breland,


I'm available any day this week at 8:00 and both Wednesday and Thursday at 12:30. WHatever works for Justin's schedule is fine with me. I do

 Lindsay Mc... Re: Summer Camp Fun at Wild Blue

Mon 5/15/2023 9:32 AM 83 KB

That's fine if you do it on your week. It only lasts until 12. CHM is also now saying he doesn't want to do sail camp (just FYI)

On Mon, May 15, 2023 at 9:15 AM Justin McGee <justin@mcgee-lawfirm.com> wrote: I think we should do this for HMM one se...

 Lindsay Mc... CHM and HMM progress reports

Mon 5/15/2023 9:18 AM 1 MB

See attached. I requested a conference for HMM to discuss holding him back. <end>

Lindsay Mc... Re: Muffins with Mom 5/12

Thu 5/11/2023 9:08 PM 71 KB

Yes please

On Thu, May 11, 2023 at 8:58 PM Justin McGee <justin@mcgee-lawfirm.com> wrote: I assume you want me to drop her off like normal tomorrow

 Lindsay Mc... Revised/updated [REDACTED]

Thu 5/11/2023 4:03 PM 88 KB



  Lindsay Mc... Ans to Amended Comp

Thu 5/11/2023 8:13 AM 101 KB

Lindsay Mc... Re: K12PaymentCenter - Payment Applied

Wed 5/10/2023 6:23 PM 67 KB

On Mon, May 8, 2023 at 9:20 AM K12PaymentCenter <noreply@k12paymentcenter.com> wrote: Dear K12PaymentCenter user, Your payment has been applied to the following student:

  Lindsay Mc... Re: [REDACTED] case information

Tue 5/9/2023 4:03 PM 267 KB

Hi Sally and Justin, Attached is the [REDACTED]

On Fri, May 5, 2023 at 3:00PM Sally Watts <paralegal@mcgee-lawfirm.com> wrote: Hi Lindsay, I have attached what I have drafted so far in

Lindsay Mc... Fwd: Legislative Update, Public Meeting, & Training Event

Tue 5/9/2023 12:21 PM 192 KB

FYI- Interesting bill pending about requiring manufacturers to safeguard against children accessing porn online

----- Forwarded message -----

Lindsay Mc... Re: Kaleidoscope Cell Phone

Mon 5/8/2023 7:13 PM 63 KB

Agreed. Definitely register

On Mon, May 8, 2023 at 6:36 PM Justin McGee <justin@mcgee-lawfirm.com> wrote: Register for next year? No harm in doing it, as far as I know.


 Lindsay Mc... Re: [REDACTED]

Mon 5/8/2023 9:00 AM 65 KB

Do you want me at this meeting?


On Sun, May 7, 2023 at 8:13 PM Justin McGee <justin@mcgee-lawfirm.com> wrote: Justin McGee McGee Law Firm


Lindsay Mc... [REDACTED] Sat 5/6/2023 11:22 AM 62 KB
Correct.
On Fri, May 5, 2023 at 8:24 PM Justin McGee <justin@mcgee-lawfirm.com> wrote: I see what you mean now. I didn't understand on the phone.

 Lindsay Mc... [REDACTED] Fri 5/5/2023 8:03 PM 65 KB
Could be in the addendum?
On Fri, May 5, 2023 at 7:15 PM Justin McGee <justin@mcgee-lawfirm.com> wrote: Justin McGee McGee Law Firm


Lindsay Mc... Re: Blog re: visitation Fri 5/5/2023 12:49 PM 73 KB
Confused. What is an odd v even week?
On Fri, May 5, 2023 at 12:36 PM Justin McGee <justin@mcgee-lawfirm.com> wrote: I evaluated this professionally several years ago. I prefer to


Lindsay Mc... Re: FW: Muffins with Mom Fri 5/5/2023 12:49 PM 66 KB
I didn't. Thank you. I just signed up. I've asked them to change my email 2x
On Fri, May 5, 2023 at 12:35 PM Justin McGee <justin@mcgee-lawfirm.com> wrote: Making sure you got this?


 Lindsay Mc... Blog re: visitation Fri 5/5/2023 12:04 PM 95 KB
Just thought this was interesting (and would be very beneficial for me). A Better Way to Schedule Weekend Visitation - Debating Family Law
Relevant text: Visitation schedules are frequently vague and ambiguous. Schedules requiring alternating wee...

 Lindsay Mc... Fwd: We've received your payment Fri 5/5/2023 11:15 AM 121 KB
I turned off ALL auto pay. This should not have gone through. I looked and it wasn't from my account so it must be the operating (can't see to confirm). AMEX won't refund (i know from previous request) and would like to know how I can address so that...

Lindsay Mc... Re: FW: Field Trip Reminders Fri 5/5/2023 11:12 AM 69 KB
Yep. I'll get that together when we exchange on Saturday. I'll bring some hats too.
On Fri, May 5, 2023 at 11:02 AM Justin McGee <justin@mcgee-lawfirm.com> wrote: Do you have the "Get in the Game" t-shirt?

 Lindsay Mc... CHM's iReady Scores Fri 5/5/2023 11:10 AM 851 KB
See attached. Should we go ahead and request a conference with HMM's teacher, or do you want to wait until progress reports? PS- I've started laying the groundwork if HMM's gets held back. CHM was talking about an older boy who was held back and we...

 Lindsay Mc... Confirming schedule Thu 5/4/2023 11:01 AM 62 KB
Just want to make sure we are on the same page. I have the kids tonight and Friday. We will exchange at baseball on Saturday. You have Saturday and Sunday. Monday will be me and then we will be back on track. I saw you scheduled me for Wednesday. I...

 Lindsay Mc... Fwd: Newton vs Wirth Thu 5/4/2023 10:54 AM 69 KB
She may need me to hand hold Is Adrian Dad's gf/wife?
----- Forwarded message -----

Lindsay Mc... Re: Thank you for your order! Tue 5/2/2023 12:47 PM 68 KB
Thank you!
On Tue, May 2, 2023 at 12:33 PM Justin McGee <justin@mcgee-lawfirm.com> wrote: Got the boys Field Day shirts. Justin McGee McGee Law

Lindsay Mc... Re: Worth a follow.... Tue 5/2/2023 10:52 AM 61 KB
Very interesting! Looks good
On Sun, Apr 30, 2023 at 11:25 PM Justin McGee <justin@mcgee-lawfirm.com> wrote:

Lindsay Mc... Re: "LFM call back progressive if no refund (14 days)" added to "McGee Famil... Mon 5/1/2023 6:53 PM 72 KB



Lindsay Mc... Re: "LFM call back progressive if no refund (14 days)" added to "McGee Famil... Mon 5/1/2023 6:53 PM 72 KB

Yes. I changed it

On Mon, May 1, 2023 at 6:32 PM Justin McGee <justin@mcgee-lawfirm.com> wrote: Did you mean May 7? Justin McGee McGee Law Firm

 Lindsay Mc... HMM iReady testing Mon 5/1/2023 1:34 PM 495 KB

Hi Justin, Attached are H [REDACTED] scores. To memorialize our earlier discussion, we intend to communicate concerns about HMM's learning style to his pediatrician at his upcoming appointment. <end>

  Lindsay Mc... Re: FW: Progressive scheduled payment reminder Mon 5/1/2023 1:29 PM 314 KB

See attached letter about coverage and refund of premium. (The \$1,200 was for just my Lexus and should be refunded) YOU MUST STILL SUBMIT THE INFO ABOUT THE INFINITY THOUGH You've always paid your insurance in monthly installments. This is the mont...

 Lindsay Mc... Fwd: Thank you for your order! Sat 4/29/2023 3:02 PM 77 KB


FYI- I paid for Charlie's field trip and will return the signed permission slip on Monday.
----- Forwarded message -----

 Lindsay Mc... Re: 5 & 6 Baseball Update Thu 4/27/2023 6:16 PM 133 KB

Yeah, I can do that. It's this Sunday, correct?
On Thu, Apr 27, 2023 at 6:03 PM Justin McGee <justin@mcgee-lawfirm.com> wrote: Oh yeah.... I forgot about the nails and stuff. I say we go

 Lindsay Mc... Re: 5 & 6 Baseball Update Thu 4/27/2023 5:54 PM 124 KB

Amelia will be devastated 😞
On Thu, Apr 27, 2023 at 5:43 PM Justin McGee <justin@mcgee-lawfirm.com> wrote: I know.... I only consider it because it's for HMM. What if he

 Lindsay Mc... Re: 5 & 6 Baseball Update Thu 4/27/2023 5:42 PM 121 KB

That's a lot after camping. It's this Sunday
On Thu, Apr 27, 2023 at 3:29 PM Jim Boyd <james.boyd@motorolasolutions.com> wrote: Hey Everyone, If you are planning to attend the Youth

 Lindsay Mc... Re: Failed payment alert Tue 4/25/2023 11:55 A... 72 KB

That was a progressive error.... not mine.
On Tue, Apr 25, 2023 at 10:48 AM Justin McGee <justin@mcgee-lawfirm.com> wrote: That's because of the Progressive ACH you had hit my

 Lindsay Mc... Re: Failed payment alert Tue 4/25/2023 10:35 A... 79 KB

FYI- Amelia's school payment was declined
On Tue, Apr 25, 2023 at 7:05 AM Smartcare Payment Services <no-reply@smartcare.com> wrote: Hi, Lindsay McGee! Your payment in the

Lindsay Mc... Re: Your eWallet Confirmation Mon 4/24/2023 3:01 PM 83 KB





For HMM: https://shop.scholastic.com/ewallet/fund?lang=en_US&walletId=700f2e72-412f-43c4-896c-fe0e6b1d85fd
For CHM: https://shop.scholastic.com/ewallet/fund?lang=en_US&walletId=1e5c7bf7-8b8a-4c72-b855-485787d6a6fb

 Lindsay Mc... Re: Your eWallet Confirmation Mon 4/24/2023 1:43 PM 107 KB

I added \$20 to each boy's electronic wallet for Scholastic. Let me know if you'd like to contribute and I'll forward the link
On Fri, Apr 21, 2023 at 2:19 PM Scholastic Book Fairs <BookFairs@message.scholastic.com> wrote: Congratulations! You've cr...

Lindsay Mc... Re: Lindsay your travel trailer policy lapsed Mon 4/24/2023 1:40 PM 145 KB

Progressive login: lindsay829 PW- 7312Eddyfarm
On Mon, Apr 24, 2023 at 12:05 PM Progressive <customerservice@e.progressive.com> wrote: We're sorry that you didn't renew your policy with

- Lindsay Mc... Re: Lindsay your travel trailer policy lapsed Mon 4/24/2023 1:40 PM 145 KB
Progressive login: lindsay829 PW- 7312Eddyfarm
On Mon, Apr 24, 2023 at 12:05 PM Progressive <customerservice@e.progressive.com> wrote: We're sorry that you didn't renew your policy with
- Lindsay Mc... Re: Field Trip Reminder for 4/24 Fri 4/21/2023 1:30 PM 65 KB
Not sure if I have HMMs shirt. If I do I'll bring it to baseball on Saturday
On Fri, Apr 21, 2023 at 1:16 PM Madison Breland <madison_breland@charleston.k12.sc.us> wrote: Happy Friday! This Monday, 4/24 is our field
- Lindsay Mc... Re: Your Progressive policy expires 04/22/2023 Thu 4/20/2023 8:25 PM 100 KB
Haha. It's for the travel trailer. It's an annual policy so we paid this 1x per year.
On Thu, Apr 20, 2023 at 8:16 PM Justin McGee <justin@mcgee-lawfirm.com> wrote: What did you do and why? Justin McGee McGee Law Firm
-  Lindsay Mc... Fwd: Your Progressive policy expires 04/22/2023 Thu 4/20/2023 7:12 PM 124 KB
It's \$588. I'll send you the progressive login tomorrow
----- Forwarded message -----
-  Lindsay Mc... Re: FW: O'Quinn School Summer Camp Registration Tue 4/18/2023 3:45 PM 75 KB
Please sign Amelia up for the Disney Dance Supplement (June 19-25) and Yoga (July 31-August 6). You can choose if you want to enroll her in supplements for your weeks.
- Lindsay Mc... Re: Request to cancel policy 911652367 Tue 4/18/2023 2:51 PM 69 KB
FYI- Progressive messed up. Confirmation that your policy ending #5069 was reinstated (Conf. No. 105752). \$1,260 was wrongfully debited from account #3828. I'm on the phone with Progressive and you should expect a refund w/in 7 days. Also, please em...
- Lindsay Mc... Re: Progressive policy cancellation confirmation Tue 4/18/2023 2:31 PM 99 KB
I just switched my Lexus to Geico because they offered a much better rate. This should be just for my Lexus. The remaining policies are still in effect with me being primary and you an authorized driver.
- Lindsay Mc... Re: HMM Mon 4/17/2023 9:13 PM 3 MB
Did you already pay on revtrack?
On Mon, Apr 17, 2023 at 6:16 PM Justin McGee <justin@mcgee-lawfirm.com> wrote: Justin McGee McGee Law Firm
-  Lindsay Mc... Re: FW: O'Quinn School Summer Camp Registration Mon 4/17/2023 9:11 PM 79 KB
I'll give you a full response by end of business tomorrow. You didn't give me any time.
On Mon, Apr 17, 2023 at 4:39 PM Lindsay McGee <lmcgee9310@gmail.com> wrote: Yes to both.
-  Lindsay Mc... Re: FW: O'Quinn School Summer Camp Registration Mon 4/17/2023 4:40 PM 64 KB
Yes to both.
On Mon, Apr 17, 2023 at 3:34 PM Justin McGee <justin@mcgee-lawfirm.com> wrote: Signing AJM up today. Please let me know if you want me
- Lindsay Mc... Re: Attention: Kaleidoscope Balance Mon 4/17/2023 1:53 PM 87 KB
Justin, Will you please let me know if you are willing to help with this expense? I told you I could no longer afford to pay for Kaleidoscope without receiving any child support from you, and you asked that I hold off on informing Laura. Please let...
- Lindsay Mc... Re: Spring Campout Signup and Info! Mon 4/10/2023 1:29 PM 91 KB
This is something Hudson needs to do also, correct? That means we both need to go camping? If so, what about Amelia?
On Sun, Apr 9, 2023 at 8:40AM Justin McGee <justin@mcgee-lawfirm.com> wrote: Justin McGee McGee Law Firm
- Lindsay Mc... Re: Deadline to RSVP for Mother/Son BINGO NIGHT! Fri 4/7/2023 9:17 AM 86 KB

Lindsay Mc... Re: Deadline to RSVP for Mother/Son BINGO NIGHT!

Fri 4/7/2023 9:17 AM 86 KB

Yes

On Fri, Apr 7, 2023 at 8:29 AM Justin McGee <justin@mcgee-lawfirm.com> wrote: Did you register? Justin McGee McGee Law Firm

Lindsay Mc... H [REDACTED] absence

Wed 4/5/2023 6:53 PM 71 KB

Hi Mrs. Breland, H [REDACTED] was out with a fever today and will be out tomorrow and possibly Friday. I hope you have a nice Spring Break. Lindsay McGee <end>

Lindsay Mc... Re: Domain Listings bill

Fri 3/31/2023 1:49 PM 88 KB


I have no idea. I'm not involved with MLF and haven't been for some time. Not sure why you didn't act when you initially found out it needed to be renewed

Lindsay Mc... Re: Thank you for your order!

Thu 3/30/2023 11:17 A... 77 KB


FYI - Paid for HMM's field trip

On Thu, Mar 30, 2023 at 11:02AM Stiles Point Elementary School Web Store <webstores@revtrak.net> wrote: Hi Lindsay, Thank you for your

 Lindsay Mc... Re: FW:

Thu 3/30/2023 10:59 A... 85 KB


Netflix was yours till I canceled PDF software that has been charged for years - you said you didn't know the password. I was charged \$150 for an appointment with Rodney that you said YOU were paying for. And you are right... some are probably kid re...

 Lindsay Mc... Re: FW: Volunteers needed for BINGO NIGHT!

Mon 3/27/2023 10:58 ... 95 KB

I'd prefer you watch A [REDACTED]


On Mon, Mar 27, 2023 at 9:08 AM Justin McGee <justin@mcgee-lawfirm.com> wrote: Do you need me to watch AJM or can I volunteer to help?

 Lindsay Mc... Re: Updates

Wed 3/22/2023 3:32 PM 81 KB

I already have the eggs if you are ok with me sending for HMM's class?

On Mon, Mar 20, 2023 at 12:55PM Madison Breland <madison_breland@charleston.k12.sc.us> wrote: Hi everyone! We will be very busy from now

 Lindsay Mc... Re: O'Quinn Enrollment Contract - Time Sensitive

Mon 3/20/2023 4:19 PM 3 MB

On Mon, Mar 20, 2023 at 12:09PM Justin McGee <justin@mcgee-lawfirm.com> wrote: Lindsay, O'Quinn needs your initials and signature on this. Will you please sign and return to me so we can get her enrolled? I also still need the immunization reco <end>

Lindsay Mc... Re: Lindsay, your auto policy is all set

Mon 3/20/2023 7:17 AM 166 KB

This would be a good time to divide the insurance. I'm ready to give you the dump truck title. Can we do a title transfer on the expedition so I can get residential property tax exemption?

 Lindsay Mc... Re: FW: Summer SAIL 2023

Mon 3/13/2023 10:15 ... 69 KB

It is your summer week, correct?

On Mon, Mar 13, 2023 at 6:09 PM Justin McGee <justin@mcgee-lawfirm.com> wrote: Can we still consider this for CHM?

 Lindsay Mc... Re: Blocked

Mon 3/13/2023 10:07 ... 2 MB

I certainly don't owe you this, but see attached screenshot. OK- so you won't have the nap mat until tomorrow morning. Can't you just drop off at her school tomorrow? You can ask to switch out the other nap mat.

 Lindsay Mc... O'Quinn

Mon 3/13/2023 10:04 ... 63 KB

Justin, I wanted to respond to your request to move A [REDACTED] from St. James to O'quinn for 3's and 4s. O'Quinn is about \$300 more per month. I am ok with making this transfer, but due my current financial situation I cannot afford to absorb this addi...

 Lindsay Mc... Re: Blocked

Mon 3/13/2023 9:56 AM 1 MB

-  Lindsay Mc... Re: Blocked Mon 3/13/2023 10:07 ... 2 MB
I certainly don't owe you this, but see attached screenshot. OK- so you won't have the nap mat until tomorrow morning. Can't you just drop off at her school tomorrow? You can ask to switch out the other nap mat.
-  Lindsay Mc... O'Quinn Mon 3/13/2023 10:04 ... 63 KB
Justin, I wanted to respond to your request to move Amelia from St. James to O'quinn for 3's and 4s. O'Quinn is about \$300 more per month. I am ok with making this transfer, but due my current financial situation I cannot afford to absorb this addi...
-  Lindsay Mc... Re: Blocked Mon 3/13/2023 9:56 AM 1 MB
I got all of your text messages this morning. Not sure what's going on with your phone.
Re: Nap mat. WHY do I need to pick up A [REDACTED]'s nap mat? Can't you just use HMM's all week and switch out since you have A [REDACTED] again over
-  Lindsay Mc... Re: Full Day Program on March 24th Wed 3/8/2023 9:17 AM 655 KB
Hi Laura, Attached you will find registration forms for Charlie and Hudson to attend Kaleidoscope on Friday, March 24th. Please let me know if you need anything further. I hope you enjoy the rest of your week. Best regards, Lindsay McGee On Mon...
- Lindsay Mc... Re: Conference Tue 3/7/2023 9:55 AM 85 KB
8:15 works for me also, and I am happy to reschedule for another day if it is more convenient. If not, we will see you tomorrow. Enjoy the rest of your day. Lindsay McGee
- Lindsay Mc... Re: Pinewood Derby Info Tue 3/7/2023 7:06 AM 84 KB
C [REDACTED] told me he wanted you to take him to this but it's my weekend. Will you please let me know if you plan to take him? If not, I will work on getting a sitter for the littles and will plan to take CHM.
- Lindsay Mc... Re: Conference Wed 3/1/2023 8:55 PM 73 KB
Thank you, you too!
On Wed, Mar 1, 2023 at 8:27 PM Madison Breland <madison_breland@charleston.k12.sc.us> wrote:
-  Lindsay Mc... Re: Kaleidoscope Updates!! Wed 3/1/2023 1:19 PM 73 KB
FYI. I will do the same for 3/24 once available.
On Wed, Mar 1, 2023 at 1:02 PM Laura Peter <laura_peter@charleston.k12.sc.us> wrote: Thank you
- Lindsay Mc... Re: Child Related Expenses Wed 3/1/2023 10:21 AM 93 KB
I need scanned receipts for all of this. I'll send you an email with all of mine. Thanks.
On Wed, Mar 1, 2023 at 10:11 AM Justin McGee <justin@mcgee-lawfirm.com> wrote: Lindsay, Attached is the updated spreadsheet reflecting
- Lindsay Mc... Re: FW: "LFM OOT - Acker Bach" added to "McGee Family Calendar" calendar. Wed 3/1/2023 10:21 AM 78 KB
Well then please make child care arrangements for the 2 little ones.
On Wed, Mar 1, 2023 at 10:18 AM Justin McGee <justin@mcgee-lawfirm.com> wrote: No. It's that weekend.
-  Lindsay Mc... Re: Child Related Expenses Wed 3/1/2023 10:20 AM 100 KB
Great. This is more representative of what you spent on the kids during the marriage and is indicative of your high expendable income. We can just have our attorneys sort it all out. I'm not reubursing you for anything of this unless it is part of a...
-  Lindsay Mc... Re: FW: "LFM OOT - Acker Bach" added to "McGee Family Calendar" calendar. Wed 3/1/2023 10:17 AM 77 KB
Did the camping weekend get rescheduled to another weekend? Also, I don't know.
On Wed, Mar 1, 2023 at 10:12 AM Justin McGee <justin@mcgee-lawfirm.com> wrote: I am not the one adding these things to the calendar. How
-  Lindsay Mc... Re: Child Related Expenses Wed 3/1/2023 10:11 AM 87 KB

Lindsay Mc... Re: Child Related Expenses

Wed 3/1/2023 10:21 AM 93 KB


I need scanned receipts for all of this. I'll send you an email with all of mine. Thanks.

On Wed, Mar 1, 2023 at 10:11 AM Justin McGee <justin@mcgee-lawfirm.com> wrote: Lindsay, Attached is the updated spreadsheet reflecting

Lindsay Mc... Re: FW: "LFM OOT - Acker Bach" added to "McGee Family Calendar" calendar. Wed 3/1/2023 10:21 AM 78 KB


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On Wed, Mar 1, 2023 at 10:18 AM Justin McGee <justin@mcgee-lawfirm.com> wrote: No. It's that weekend.

 Lindsay Mc... Re: Child Related Expenses


Wed 3/1/2023 10:20 AM 100 KB

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 Lindsay Mc... Re: FW: "LFM OOT - Acker Bach" added to "McGee Family Calendar" calendar. Wed 3/1/2023 10:17 AM 77 KB

Did the camping weekend get rescheduled to another weekend? Also, I don't know.


On Wed, Mar 1, 2023 at 10:12 AM Justin McGee <justin@mcgee-lawfirm.com> wrote: I am not the one adding these things to the calendar. How

 Lindsay Mc... Re: Child Related Expenses

Wed 3/1/2023 10:11 AM 87 KB

fees were related to lunch CC processing fees I'll add the \$15 I paid for HMM's library book that got lost at your house.

On Mon, Feb 27, 2023 at 11:39 AM Justin McGee <justin@mcgee-lawfirm.com> wrote: I do need to know a breakdown of "lunch and fe...

 Lindsay Mc... Re: Conference

Wed 3/1/2023 9:53 AM 67 KB

Hi Ms. Breland, I am available any day next week except for Tuesday, March 7th and the afternoon of Wednesday, March 8th. Any time that works for Justin and your schedule is ok with me. I am ok with in person or a virtual meeting. Also, if you do...

Lindsay Mc... Re: Conference

Wed 3/1/2023 8:55 AM 70 KB

I can do anything but 3/7 next week. Can you give me some times that work for you?

On Wed, Mar 1, 2023 at 8:22 AM Madison Breland <madison_breland@charleston.k12.sc.us> wrote: Good morning, As I noted on the progress

Lindsay Mc... Re: Kaleidoscope Updates!!

Wed 3/1/2023 8:52 AM 70 KB

Kaleidoscope is available on both days you wanted me to watch the kids. March 10 and March 24. I will ask for the kids to be signed up but will require prepayment from you. I'll get you my PayPal today.

Lindsay Mc... Re: Checking In

Tue 2/28/2023 1:56 PM 66 KB

Hi David, Yes, Charlie will be there tomorrow at 3. I'm so glad you are doing better!

On Tue, Feb 28, 2023 at 12:50 PM David Kalergis <david@lowcountryfc.com> wrote: Good morning, I am on the other side of my medical

 Lindsay Mc... Child Related Expenses


Mon 2/27/2023 11:14 ... 82 KB

Justin, Please let me know if you want copies of all receipts. Thanks. Medical
1/8/2022 1/9/2023 Doctor's Care \$35.00 \$26.25

 Lindsay Mc... 2021 Tax Documents

Mon 2/27/2023 11:09 ... 2 MB

Justin, Attached are the requested documents for filling our joint 2021 return. Can you please forward to Darcy? I cannot find her email. Thanks,
Lindsay <end>

 Lindsay Mc... Re: Pick UP Phone Number 843-214-8909

Wed 2/22/2023 10:21 ... 2 MB


I think my email is listed as primary now. We can ask her to email you also but I never received them from her prior to now.

**Attached are the proposed applications for Kaleidoscope Summer camp for both boys. I need to know which of your summer we...

Lindsay Mc... Re: Cancellation Today


Wed 2/22/2023 10:12 ... 72 KB


Lindsay Mc... Re: Cancellation Today Wed 2/22/2023 10:12 ... 72 KB
 Hi Elizabeth, Not a problem at all. I hope David feels better soon. Lindsay
 On Wed, Feb 22, 2023 at 10:09 AM Elizabeth Westbrook <elizabeth@lowcountryfc.com> wrote: Good Morning! This is Elizabeth with Lowcountry

 Lindsay Mc... Fwd: Pick UP Phone Number 843-214-8909 Tue 2/21/2023 2:54 PM 70 KB
 ----- Forwarded message -----
 From: Laura Peter <laura_peter@charleston.k12.sc.us>


Lindsay Mc... Fwd: Monday Field Trip Fri 2/10/2023 10:52 AM 66 KB
 I'll bring you the shirt for CHM.
 ----- Forwarded message -----



Lindsay Mc... Re: FW: Payment Mon 1/30/2023 1:27 PM 78 KB
 Any objections to me asking her to put this in my name only? I'll be responsible for all future payments.
 On Mon, Jan 30, 2023 at 10:25 AM Justin McGee <justin@mcgee-lawfirm.com> wrote:



 Lindsay Mc... HMM 9 weeks checklist & iReady Evaluations Sat 1/28/2023 9:12 AM 2 MB
 We really need to be working more with Hudson. <end>


 Lindsay Mc... Fwd: Response to JMM text from 12:01 pm Fri 1/27/2023 1:56 PM 69 KB
 See response to 12.
 ----- Forwarded message -----


Lindsay Mc... Re: HMM 100 Days of School (Feb. 2nd) Fri 1/27/2023 11:35 AM 66 KB
 Yes, he say cool. We talked about options. You didn't answer my question. I did not receive a calendar invite.
 On Fri, Jan 27, 2023 at 11:33 AM Justin McGee <justin@mcgee-lawfirm.com> wrote: Does he WANT to do googly eyes?


 Lindsay Mc... Re: HMM 100 Days of School (Feb. 2nd) Fri 1/27/2023 11:05 AM 65 KB
 Correct. I spoke with HMM about doing googly eyes. Do you want me to try to get you stuff for the weekend or wait and complete with him next week? I'm fine either way.


  Lindsay Mc... CHM Test scores and Handout Thu 1/26/2023 5:48 PM 2 MB












  Lindsay Mc... HMM 100 Days of School (Feb. 2nd) Thu 1/26/2023 5:45 PM 123 KB
 See attached. <end>

 Lindsay Mc... Response to JMM text from 12:01 pm Thu 1/26/2023 12:43 P... 64 KB
 1. Yes. I'll scan tonight when I can include the flyer being sent home tonight.
 2. Confirmed I received notice on Tuesday, 24th that you didn't need help with childcare to take CHM to scouts that evening.

 Lindsay Mc... Re: FW: Change of Clothes, and Clorox/Lysol Wipes, Headphones Thu 1/26/2023 12:30 P... 68 KB
 I sent clothes for HMM. I am not receiving emails from Ms. Breland.
 On Thu, Jan 26, 2023 at 12:04 PM Justin McGee <justin@mcgee-lawfirm.com> wrote:

 Lindsay Mc... Re: Fri 1/13/2023 12:13 PM 70 KB
 I did already.
 On Fri, Jan 13, 2023 at 9:37 AM Justin McGee <justin@mcgee-lawfirm.com> wrote: Are you handling this or should I? Justin McGee McGee Law

 Lindsay Mc... Charlie's C&T Testing Wed 1/11/2023 5:15 PM 923 KB

-  Lindsay Mc... Re: Fri 1/13/2023 12:13 PM 70 KB
I did already.
On Fri, Jan 13, 2023 at 9:37 AM Justin McGee <justin@mcgee-lawfirm.com> wrote: Are you handling this or should I? Justin McGee McGee Law
-  Lindsay Mc... Charlie's G&T Testing Wed 1/11/2023 5:15 PM 923 KB
- Lindsay Mc... Re: ATTENTION January Kaleidoscope Updates Wed 1/11/2023 10:19 ... 89 KB
Can you confirm you signed them up on the portal? If you provide me with the login info I can do it. Let me know how you want the \$80.
On Fri, Jan 6, 2023 at 3:24 PM Lindsay McGee <lmcgee9310@gmail.com> wrote: Will you take care of signing them up thr...
-  Lindsay Mc... A [REDACTED]'s Dentist and Dr. expenses Mon 1/9/2023 10:55 AM 910 KB
See attached statements for AJM's medical expenses totaling \$180.50. Dr's Care = \$35 paid Coastal Kids Dental = \$145.5 <end>
-  Lindsay Mc... HMM's Homework from January 4-6 Mon 1/9/2023 10:55 AM 1 MB
Hi Justin, Attached is H [REDACTED]'s homework for last week that was due on Friday. You signed for H [REDACTED] Wednesday and Thursday but it appears you were not able to get to his homework. We were able to complete it over the weekend, but in the future pleas...
- Lindsay Mc... Re: ATTENTION January Kaleidoscope Updates Fri 1/6/2023 3:25 PM 81 KB
Will you take care of signing them up through the portal/returning the signed sheet? How do you want me to pay?
On Fri, Jan 6, 2023 at 1:23 PM Justin McGee <justin@mcgee-lawfirm.com> wrote: No objection. Justin McGee McGee Law Firm
-  Lindsay Mc... Re: FW: Reminder: January Pack Meeting Fri 1/6/2023 1:09 PM 67 KB
What is the date/time of the January pack meeting?
On Wed, Jan 4, 2023 at 1:04 PM Justin McGee <justin@mcgee-lawfirm.com> wrote:
-  Lindsay Mc... Re: ATTENTION January Kaleidoscope Updates Fri 1/6/2023 1:06 PM 332 KB
I'd like for them to do this. I will pay. Attached is the signed form. I can transfer \$80 to the old joint account or write you a check. Let me know.
On Wed, Jan 4, 2023 at 5:44 PM Justin McGee <justin@mcgee-lawfirm.com> wrote: How do you want to...
-  Lindsay Mc... Re: Negative Lunch Balance Notifications Thu 12/29/2022 2:58 P... 374 KB
Justin, I paid \$150 towards the kids' lunch accounts. I noticed that you went in and substituted your contact info where mine was previously. The password had also been changed so I had to reset. I'll take care of this in the future so we both don...
-  Lindsay Mc... Re: FW: Dolphin Folder Thu 12/15/2022 2:00 P... 70 KB
I also get these emails and don't need your reminder. You didn't do any homework with HMM on Mon or Tuesday so I'm going to get them a little early so we can work on finishing everything.
-  Lindsay Mc... Re: Negative Lunch Balance Notifications Thu 12/15/2022 7:55 A... 313 KB
Do us both a favor. Send me where I said I'd pay when you know I didn't have the funds.
On Thu, Dec 15, 2022 at 7:53 AM Justin McGee <justin@mcgee-lawfirm.com> wrote: Yup. BEFORE the AMEX withdrawal and you saying you'd
-  Lindsay Mc... Re: Negative Lunch Balance Notifications Thu 12/15/2022 7:53 A... 301 KB
On Thu, Dec 15, 2022 at 7:46 AM Justin McGee <justin@mcgee-lawfirm.com> wrote: No attachment. No.
From: Lindsay McGee <lmcgee9310@gmail.com>
-  Lindsay Mc... Re: Negative Lunch Balance Notifications Thu 12/15/2022 7:45 A... 75 KB
Did you change the login info?
On Thu, Dec 15, 2022 at 7:44 AM Lindsay McGee <lmcgee9310@gmail.com> wrote: You've said multiple times you were taking care of this and

Lindsay Mc... Re: Negative Lunch Balance Notifications

Thu 12/15/2022 7:45 A... 80 KB



You've said multiple times you were taking care of this and still haven't. Stop lying and trying to change the record with your BS. Attached is a text where you FIRST said you'd pay and still haven't.

Lindsay Mc... Re: Appointments

Tue 11/29/2022 2:19 P... 72 KB


Sounds good, thank you!

On Tue, Nov 29, 2022 at 1:50 PM David Kalergis <david@lowcountryfc.com> wrote: Hey guys! I hope you had a nice holiday. Just a reminder

  lmcgee9310... Invitation: CHM Field Day @ Fri Nov 18, 2022 9:30am - 10:30am (EST) (justin... Wed 11/16/2022 2:10 ... 163 KB


CHM Field Day

Join with Google Meet – You have been invited by lmcgee9310@gmail.com to attend an event named CHM Field Day on Friday Nov 18, 2022 ·

  lmcgee9310... Invitation: HMM Field Day @ Fri Nov 18, 2022 7:45am - 8:30am (EST) (justin... Wed 11/16/2022 2:09 ... 152 KB



HMM Field Day

Join with Google Meet – You have been invited by lmcgee9310@gmail.com to attend an event named HMM Field Day on Friday Nov 18, 2022 ·

  lmcgee9310... Updated invitation: H [REDACTED] Therapy w/ David Kalergis @ Every 2 weeks fro... Wed 11/16/2022 2:08 ... 162 KB

H [REDACTED] Therapy w/ David Kalergis Join with Google Meet – You have been invited by lmcgee9310@gmail.com to attend an event named H [REDACTED]

Therapy w/ David Kalergis on Every 2 weeks from 3pm to 4pm on Wednesday from Wednesday Nov 30 to Thursday Mar 30, 2023...

  lmcgee9310... Updated invitation: Mom - H [REDACTED] Therapy w/ David Kalergis @ Every 2 we... Wed 11/16/2022 2:08 ... 93 KB

Mom - H [REDACTED] Therapy w/ David Kalergis Join with Google Meet – You have been invited by lmcgee9310@gmail.com to attend an event named

Mom - H [REDACTED] Therapy w/ David Kalergis on Every 2 weeks from 3pm to 4pm on Wednesday from Wednesday Nov 9 to Tuesday Nov...

 Lindsay Mc... Re: Grow Note Tue 11/15/2022 10:42 ... 75 KB

Thank you for letting us know. I'll sign and return, and we will discuss it with him tonight. Best, Lindsay

On Tue, Nov 15, 2022 at 10:25 AM Wendy Inabinet <wendy_inabinet@charleston.k12.sc.us> wrote: Good Morning, I just wanted to let you kno...

Lindsay Mc... Goldfish & Gobble Gobble Games

Sun 11/13/2022 6:34 P... 64 KB

Hi Ms. Culbert, I wanted to let you know the goldfish and teddy grahams will be in H [REDACTED]'s bookbag tomorrow. Also, do you know what time Kindergarteners will participate in the gobble gobble games? Justin and I would like to attend and want to pla...

Lindsay Mc... Gobble Gobble Games & Hershey Kisses

Sun 11/13/2022 6:31 P... 72 KB

Hi Ms. Inabinet, I wanted to let you know I am sending the kisses in C [REDACTED]'s bookbag tomorrow. I don't want to forget them. Also, do you know what time 2nd grade will participate in the gobble gobble games? Justin and I would like to attend and...

 Lindsay Mc... Re: Nintendo Tue 11/8/2022 9:25 AM 64 KB

Yes. I'll send everything I have/can find.

On Tue, Nov 8, 2022 at 9:20 AM Justin McGee <justin@mcgee-lawfirm.com> wrote: Did you ever find the remote control piece? If not, I will order


 Lindsay Mc... Nintendo Tue 11/8/2022 9:00 AM 75 KB

Hi Justin, I understand the kids thought that the nintendo was broken. It just wasn't charged. I am charging it and will send it back with the kids for use at the country house per C [REDACTED]'s request. Let me know if you need an HDMI connection cord a...


 Lindsay Mc... Re: Sewer water at my hosue? Mon 11/7/2022 6:32 PM 68 KB



No, I told him bottled water is usually purified in the same way. This was in response to you telling him my house had sewer water. I just really wish you would try to not be such an alienating force for our kids.



 Lindsay Mc... Sewer water at my hosue? Mon 11/7/2022 5:37 PM 62 KB

 Lindsay Mc... Sewer water at my hosue? Mon 11/7/2022 5:37 PM 62 KB
Charlie said you told him "all the water at my house comes from the sewer." While I get where you are going with this, the timing makes this look like you are trying to make him not like being at my house. Thanks. <end>


Lindsay Mc... Fwd: Reminder for November Mon 11/7/2022 2:39 PM 91 KB
Hi Justin,
See below where it says location: classroom.

 Lindsay Mc... Early Release Procedure for Kids Mon 11/7/2022 1:20 PM 192 KB
Hi Justin, I just received a call from SPES about C [redacted] waiting to be picked up in the car rider line. He was not aware that he needed to go to Kaleidoscope afterschool today. H [redacted] went, but C [redacted] thought he was being picked up early. I sent...


  lmcgee9310... Updated invitation: Mom - H [redacted] Therapy w/ David Kalergis @ Every 2 we... Mon 11/7/2022 10:35 ... 162 KB
Mom - H [redacted] Therapy w/ David Kalergis Join with Google Meet – You have been invited by lmcgee9310@gmail.com to attend an event named Mom - H [redacted] Therapy w/ David Kalergis on Every 2 weeks from 3pm to 4pm on Wednesday from Wednesday Nov 9 to Thursday Ma...

  lmcgee9310... Canceled event: H [redacted] Therapy w/ David Kalergis @ Every 2 weeks from 3... Mon 11/7/2022 10:35 ... 106 KB
H [redacted] Therapy w/ David Kalergis This event has been canceled. Join with Google Meet Meeting link meet.google.com/rth-otpu-kpt When Every 2 weeks from 3pm to 4pm on Wednesday from Wednesday Nov 2 to Tuesday Nov 15 (Eastern Time - New York) Orga...

Lindsay Mc... Re: HMM Therapy - November 9, 2022 Mon 11/7/2022 9:41 AM 83 KB
Justin, You didn't answer the question or voice objections so I will assume you will pick HMM at my house on Wednesday afternoon (November 9th) before/after you get C [redacted] from kaleidoscope.

 Lindsay Mc... Re: HMM Therapy - November 9, 2022 Mon 11/7/2022 7:42 AM 78 KB
Justin, The issue that needed your response was whether we will continue to alternate taking H [redacted] to his therapy. I suggest you pick up H [redacted] (and the children's items) from my house before or after you pick up C [redacted] from Kaleidoscope. Please...

Lindsay Mc... HMM Therapy - November 9, 2022 Sun 11/6/2022 11:13 P... 69 KB
Hi Justin, Who is taking H [redacted] to his therapy appointment this week? Historically the parent who had the overnight on Wednesday would take H [redacted] to his therapy appointments. H [redacted] has not been to therapy the previous 2 weeks due to sickness and...

 Lindsay Mc... Re: Early Release Day on Monday! Sun 11/6/2022 8:03 PM 78 KB
I also get school emails and have NEVER needed your help with remembering.... You've been a pretty absent parent up until September 2022. On Sun, Nov 6, 2022 at 7:04 PM Justin McGee <justin@mcgee-lawfirm.com> wrote: Just reminding you about tomorrow. <end>

Lindsay Mc... Re: Early Release Day on Monday! Sun 11/6/2022 8:02 PM 77 KB
The boys are signed up for Kaleidoscope tomorrow, remember?
On Sun, Nov 6, 2022 at 7:04 PM Justin McGee <justin@mcgee-lawfirm.com> wrote: Just reminding you about tomorrow. Justin McGee McGee

Lindsay Mc... Fwd: Sun 11/6/2022 3:56 PM 110 KB
Hi Justin, Please see my responses in red below. Also, can we agree to return exactly the clothes the kids were wearing on an exchange day the next exchange day (clean or dirty)? I do not think this is practical or a good idea. I personally do not...

Lindsay Mc... Re: HMM November Read Log Sat 11/5/2022 12:38 PM 1 MB
Hi Justin, No, I never saw the November reading log. I continued to fill out the October log because that was the only one in his folder. You could put a note in his folder to ask teacher if she took that by mistake? We could also just start a new b...

Lindsay Mc... Re: Thanksgiving Schedule Thu 11/3/2022 7:45 AM 75 KB

Exhibit N (Picture of Lindsay McGee at High Fallutin')



Exhibit O (Excerpts From GPS Tracking Reports)

#2 LFM	03/11/2023 6:38:56 PM	Motion Stopped	0 mph	666 McCutchen St, Charleston, SC 29412, USA
#2 LFM	03/13/2023 9:21:45 AM	Motion Detected	0 mph	666 McCutchen St, Charleston, SC 29412, USA
#2 LFM	03/13/2023 9:22:25 AM	Auto by Time	24 mph	564 Clearview Dr, CHARLESTON, SC 29412, US
#2 LFM	03/13/2023 9:23:25 AM	Auto by Time	33 mph	669 Harbor View Rd, Charleston, SC 29412, USA
#2 LFM	03/13/2023 9:24:24 AM	Auto by Time	39 mph	903 Harbor View Rd, CHARLESTON, SC 29412, US
#2 LFM	03/13/2023 9:25:25 AM	Auto by Time	3 mph	915 Nabors Dr, CHARLESTON, SC 29412, US
#2 LFM	03/13/2023 9:26:27 AM	Auto by Time	0 mph	916 Nabors Dr, CHARLESTON, SC 29412, US
#2 LFM	03/13/2023 9:27:07 AM	Auto by Time	0 mph	1001 Harbor View Rd, Charleston, SC 29412-4255, USA
#2 LFM	03/13/2023 9:27:07 AM	Motion Stopped	0 mph	1001 Harbor View Rd, Charleston, SC 29412-4255, USA
#2 LFM	03/13/2023 10:26:20 AM	Auto by Time	0 mph	1001 Harbor View Rd, Charleston, SC 29412-4255, USA
#2 LFM	03/13/2023 10:45:12 AM	Auto by Time	0 mph	1001 Harbor View Rd, Charleston, SC 29412-4255, USA
#2 LFM	03/13/2023 10:45:30 AM	Motion Detected	0 mph	1001 Harbor View Rd, Charleston, SC 29412-4255, USA
#2 LFM	03/13/2023 10:45:55 AM	Auto by Time	0 mph	1001 Harbor View Rd, Charleston, SC 29412-4255, USA
#2 LFM	03/13/2023 10:47:13 AM	Auto by Time	0 mph	1001 Harbor View Rd, Charleston, SC 29412-4255, USA
#2 LFM	03/13/2023 10:47:53 AM	Auto by Time	25 mph	549 Clearview Dr, CHARLESTON, SC 29412, US
#2 LFM	03/13/2023 10:48:54 AM	Auto by Time	4 mph	662 McCutchen St, Charleston, SC 29412, USA
#2 LFM	03/13/2023 10:49:54 AM	Auto by Time	0 mph	670 McCutchen St, Charleston, SC 29412-4520, USA
#2 LFM	03/13/2023 10:50:45 AM	Auto by Time	0 mph	670 McCutchen St, Charleston, SC 29412-4520, USA
#2 LFM	03/13/2023 10:50:53 AM	Motion Stopped	0 mph	670 McCutchen St, Charleston, SC 29412-4520, USA



#2 LFM	03/22/2023 12:55:43 PM	Auto by Time	0 mph	987 Harbor View Rd, Charleston, SC 29412, USA
#2 LFM	03/22/2023 12:55:43 PM	Motion Stopped	0 mph	987 Harbor View Rd, Charleston, SC 29412, USA
#2 LFM	03/22/2023 1:54:59 PM	Auto by Time	0 mph	987 Harbor View Rd, Charleston, SC 29412, USA
#2 LFM	03/22/2023 2:33:37 PM	Auto by Time	0 mph	987 Harbor View Rd, Charleston, SC 29412, USA
#2 LFM	03/22/2023 2:33:37 PM	Motion Detected	0 mph	987 Harbor View Rd, Charleston, SC 29412, USA
#2 LFM	03/22/2023 2:34:16 PM	Auto by Time	30 mph	Harbor View Rd, Charleston, SC, US

Exhibit P (Exhibit 9 Edited For Demonstrative Purposes)

Device List

Home Network Devices

Clear and Rescan for Devices

1	MAC Address	04:7b:cb:3b:75:94
	IPv4 Address / Name	192.168.1.206 / unknown047bcb3b7594
	Last Activity	Mon Jul 31 09:24:36 2023
	Status	on
	Allocation	dhcp
	Connection Type	Wi-Fi  2.4 GHz Type: Home Name: ATTGRYhNQs
	Mesh Client	No
2	MAC Address	04:7b:cb:64:94:a5
	IPv4 Address / Name	192.168.1.236 / LFM
	Last Activity	Mon Jul 31 09:24:36 2023
	Status	on
	Allocation	dhcp
	Connection Type	Ethernet LAN-4
	Mesh Client	No
	IPv6 Address	2600:1700:6e15:4050::49
	Type	dhcp
	Valld Lifetime	2592000s
	Preferred Lifetime	604800s
	IPv6 Address	2600:1700:6e15:4050:8026:2084:9fb2:73a5
	Type	slaac
	Valld Lifetime	2592000s
	Preferred Lifetime	604800s
	IPv6 Address	2600:1700:6e15:4050:a984:2310:ef30:dc11
	Type	slaac
	Valld Lifetime	2592000s
	Preferred Lifetime	604800s
	IPv6 Address	fe80::d107:d2bb:a739:dd58
	Type	slaac
	Valld Lifetime	forever
	Preferred Lifetime	forever
3	MAC Address	08:12:a5:ce:47:6a
	Name	unknown0812a5ce476a
	Last Activity	Mon Jul 24 15:36:30 2023
	Status	off
	Allocation	dhcp
	Connection Type	Wi-Fi 2.4 GHz Type: Home Name: ATTGRYhNQs
	Mesh Client	No
4	MAC Address	0c:54:15:af:4b:00
	Name	LAPTOP-4J617H8E
	Last Activity	Fri Jun 16 17:12:36 2023
	Status	off
	Allocation	dhcp
	Connection Type	Wi-Fi 5 GHz Type: Home Name: ATTGRYhNQs
	Mesh Client	No
5	MAC Address	0c:8b:7d:e3:4b:0a
	IPv4 Address / Name	192.168.1.252 / unknown0c8b7de34b0a
	Last Activity	Mon Jul 31 09:22:54 2023
	Status	on
	Allocation	dhcp
	Connection Type	Wi-Fi  2.4 GHz Type: Home Name: ATTGRYhNQs
	Mesh Client	No
6	MAC Address	0c:8b:7d:f2:1f:54

Help

The device list page shows all items of the LAN Host Discovery table. Use the "Clear and Rescan for Devices" button to reset the devices table and do a fresh search for connected LAN devices.

Allocation types include static and dhcp. When the allocation type of a device has not yet been determined, it is marked pending. Devices that are powered off will continue to appear in the table, but be shown as "off" for a period of more than a day.

The Last Activity display will be blank if the WAN is down or the device cannot reach a time server.

	IP Address / Name	192.168.1.216 / unknown0c0b7d7054
	Last Activity	Sun Jul 30 22:59:02 2023
	Status	on
	Allocation	dhcp
	Connection Type	Wi-Fi 2.4 GHz Type: Home Name: ATTGRYHNQs
	Mesh Client	No
7	MAC Address	0a:2f:b8:c2:5c:a7
	Name	un/pawnlocf8922647
	Last Activity	Sat Jul 29 08:38:15 2023
	Status	off
	Allocation	static
	Connection Type	Wi-Fi 2.4 GHz Type: Home Name: ATTGRYHNQs
	Mesh Client	No
8	MAC Address	0c:c1:69:23:b5:4e
	Name	GF-PH180
	Last Activity	Thu Jul 20 16:25:02 2023
	Status	off
	Allocation	dhcp
	Connection Type	Wi-Fi 2.4 GHz Type: Home Name: ATTGRYHNQs
	Mesh Client	No
9	MAC Address	0c:c1:69:50:51:d8
	Name	unknown0ccf865051f8
	Last Activity	Thu Jul 13 17:59:48 2023
	Status	off
	Allocation	dhcp
	Connection Type	Wi-Fi 2.4 GHz Type: Home Name: ATTGRYHNQs
	Mesh Client	No
10	MAC Address	0c:c1:69:a4:02:8a
	Name	unknown0ccf89a4028a
	Last Activity	Sun Jul 30 15:56:51 2023
	Status	off
	Allocation	dhcp
	Connection Type	Wi-Fi 2.4 GHz Type: Home Name: ATTGRYHNQs
	Mesh Client	No
11	MAC Address	0c:c1:69:b1:cb:39
	Name	unknown0ccf89b1cb39
	Last Activity	Mon Jun 12 21:46:02 2023
	Status	off
	Allocation	dhcp
	Connection Type	Wi-Fi 2.4 GHz Type: Home Name: ATTGRYHNQs
	Mesh Client	No
12	MAC Address	0c:ea:09:38:34:7d
	Name	unknown0cae9930347d
	Last Activity	Thu Jul 20 18:02:57 2023
	Status	off
	Allocation	dhcp
	Connection Type	Wi-Fi 2.4 GHz Type: Home Name: ATTGRYHNQs
	Mesh Client	No
13	MAC Address	0e:0a:77:ba:8e:a3

	Name	unknown0a0e776b6ea3
	Last Activity	Thu Jun 22 08:18:54 2023
	Status	off
	Allocation	dhcp
	Connection Type	WiFi 2.4 GHz Type: Home Name: ATTGRYHNOs
	Mesh Client	No
14	MAC Address	14:7d:da:00:47:db
	Name	madlsens-Air
	Last Activity	Tue Jun 6 22:14:33 2023
	Status	off
	Allocation	dhcp
	Connection Type	WiFi 5 GHz Type: Home Name: ATTGRYHNOs
	Mesh Client	No
15	MAC Address	14:94:6c:24:37:60
	Name	iPhone
	Last Activity	Thu Jul 6 10:30:42 2023
	Status	off
	Allocation	dhcp
	Connection Type	WiFi 5 GHz Type: Home Name: ATTGRYHNOs
	Mesh Client	No
16	MAC Address	1c:1b:b5:66:0a:5c
	Name	LAPTOP-OJK70AJ
	Last Activity	Sat Jun 10 12:40:13 2023
	Status	off
	Allocation	dhcp
	Connection Type	WiFi 5 GHz Type: Home Name: ATTGRYHNOs
	Mesh Client	No
17	MAC Address	1c:45:66:05:07:ce
	Name	unknown1c45660507ce
	Last Activity	Sun Jul 16 12:43:31 2023
	Status	off
	Allocation	dhcp
	Connection Type	Ethernet LAN-2
	Mesh Client	No
18	MAC Address	1e:43:36:70:fa:e3
	Name	iPhone-10-X
	Last Activity	Fri Jul 21 22:27:53 2023
	Status	off
	Allocation	dhcp
	Connection Type	WiFi 5 GHz Type: Home Name: ATTGRYHNOs
	Mesh Client	No
19	MAC Address	2c:64:17:15:81:18
	IPv4 Address / Name	192.168.4.132 / unknown2c6417158118
	Last Activity	Sun Jul 30 22:06:25 2023
	Status	off
	Allocation	static
	Connection Type	WiFi 5 GHz Type: Home Name: ATTGRYHNOs
	Mesh Client	No
20	MAC Address	3d:71:ca:28:1c:9c
	Name	GF-PH130
	Last Activity	Tue Jul 4 15:21:50 2023

	Status	off
	Allocation	dhcp
	Connection Type	Wi-Fi 2.4 GHz Type: Home Name: ATTGRYhNQs
	Mesh Client	No
21	MAC Address	34:7d:5a:16:16:09
	Name	NCGS-LEG-02
	Last Activity	Tue Jul 25 17:17:34 2023
	Status	off
	Allocation	dhcp
	Connection Type	Internal LAN-1
	Mesh Client	No
22	MAC Address	08:d7:d5:1e:ad:a8
	Name	NCGS-LEG-02
	Last Activity	Mon Jun 19 20:30:07 2023
	Status	off
	Allocation	dhcp
	Connection Type	Wi-Fi 2.4 GHz Type: Home Name: ATTGRYhNQs
	Mesh Client	No
23	MAC Address	40:91:51:68:f7:68
	(IPv4 Address / Name)	192.168.1.234 / Puma-F7C8
	Last Activity	Mon Jul 31 08:23:53 2023
	Status	on
	Allocation	dhcp
	Connection Type	Wi-Fi 2.4 GHz Type: Home Name: ATTGRYhNQs
	Mesh Client	No
24	MAC Address	42:35:c2:2a:07:50
	Name	Daniels-IPad-2
	Last Activity	Sat Jun 24 14:07:21 2023
	Status	off
	Allocation	dhcp
	Connection Type	Wi-Fi 5 GHz Type: Home Name: ATTGRYhNQs
	Mesh Client	No
25	MAC Address	42:cd:7a:d0:b1:eb
	Name	unknown42cd7ad0b1eb
	Last Activity	Fri Jun 23 10:11:44 2023
	Status	off
	Allocation	dhcp
	Connection Type	Wi-Fi 5 GHz Type: Home Name: ATTGRYhNQs
	Mesh Client	No
26	MAC Address	4a:29:cd:de:db:b9
	Name	unknown4a29cddebb9
	Last Activity	Thu Jun 29 10:08:39 2023
	Status	off
	Allocation	dhcp
	Connection Type	Wi-Fi 5 GHz Type: Home Name: ATTGRYhNQs
	Mesh Client	No
27	MAC Address	4a:55:55:e3:56:45
	Name	unknown4a5555e35645
	Last Activity	Sat Jun 10 13:31:58 2023
	Status	off
	Allocation	dhcp


	Connection Type	Wi-Fi 2.4 GHz Type: Home Name: ATTGRYhNQs
	Mesh Client	No
28	MAC Address Name Last Activity Status Allocation	Ac:00:11:5b:9f:fa NVTUS-7L X67M5 Wed Jul 12 21:06:12 2023 off dhcp
	Connection Type	Wi-Fi 5 GHz Type: Home Name: ATTGRYhNQs
	Mesh Client	No
29	MAC Address Name Last Activity Status Allocation	4e:5b:d1:81:db:1a XBOX Tue Jul 25 21:35:46 2023 off dhcp
	Connection Type	Wi-Fi 5 GHz Type: Home Name: ATTGRYhNQs
	Mesh Client	No
30	MAC Address Name Last Activity Status Allocation	64:e8:33:45:d4:b0 unknown64e83345d4b0 Mon Jul 10 16:58:07 2023 off dhcp
	Connection Type	Wi-Fi 2.4 GHz Type: Home Name: ATTGRYhNQs
	Mesh Client	No
31	MAC Address Name Last Activity Status Allocation	54:f1:5f:e6:9e:3e unknown54f15fe69e3e Tue Jul 11 10:54:18 2023 off dhcp
	Connection Type	Wi-Fi 2.4 GHz Type: Home Name: ATTGRYhNQs
	Mesh Client	No
32	MAC Address IPv4 Address / Name Last Activity Status Allocation	fc:17:5e:08:2e:94 192.168.1.235 / RingDoorbell-94 Mon Jul 31 09:20:35 2023 on dhcp
	Connection Type	Wi-Fi 2.4 GHz Type: Home Name: ATTGRYhNQs
	Mesh Client	No
33	MAC Address Name Last Activity Status Allocation	61:f1:0a:5c:5a:81 unknown61f10a5c5a81 Mon Jun 5 07:15:32 2023 off dhcp
	Connection Type	Wi-Fi 2.4 GHz Type: Home Name: ATTGRYhNQs
	Mesh Client	No
34	MAC Address IPv4 Address / Name Last Activity Status Allocation	68:3b:d2:e2:46:19 192.168.1.226 / unknown683bd2e24619 Mon Jul 31 08:22:53 2023 on dhcp

	Connection Type	Wi-Fi 5 GHz Type: Home Name: ATTGRYhNQs
	Mesh Client	No
35	MAC Address Name Last Activity Status Allocation	6c:37:76:3d11b1f0 //known8637763dbb18 Sun Jul 30 14:18:21 2023 off dhcp
	Connection Type	Wi-Fi 5 GHz Type: Home Name: ATTGRYhNQs
	Mesh Client	No
36	MAC Address Name Last Activity Status Allocation	8e:05:2f:341416 unknown668521341416 Thu Jul 20 23:26:04 2023 off dhcp
	Connection Type	Wi-Fi 5 GHz Type: Home Name: ATTGRYhNQs
	Mesh Client	No
37	MAC Address Name Last Activity Status Allocation	70:c1:00:b2:a5:15 iPhone Sat Jul 8 21:17:33 2023 off dhcp
	Connection Type	Wi-Fi 5 GHz Type: Home Name: ATTGRYhNQs
	Mesh Client	No
38	MAC Address Name Last Activity Status Allocation	7a:2b:c1:bd:9a:77 iPhone Sun Jul 9 11:50:39 2023 off dhcp
	Connection Type	Wi-Fi 2.4 GHz Type: Home Name: ATTGRYhNQs
	Mesh Client	No
39	MAC Address Name Last Activity Status Allocation	80:15:0d:a8:6b:89 TABLET-6N13LR5L Fri Jul 14 05:22:36 2023 off dhcp
	Connection Type	Wi-Fi 5 GHz Type: Home Name: ATTGRYhNQs
	Mesh Client	No
40	MAC Address Name Last Activity Status Allocation	80:e8:50:03:e5:12 Bonnie-MBP Tue Jul 18 23:27:57 2023 off dhcp
	Connection Type	Wi-Fi 5 GHz Type: Home Name: ATTGRYhNQs
	Mesh Client	No
41	MAC Address Name Last Activity Status Allocation	62:00:27:da:0a:20 iPhone Wed Jul 5 08:26:14 2023 off dhcp

	Connection Type	Wi-Fi 5 GHz Type: Home Name: ATTGRYhNQs
	Mesh Client	No
42	MAC Address Name Last Activity Status Allocation	84:c6:e8:5d:0b:04 HP Fri Jun 28 14:31:53 2023 off dhcp
	Connection Type	Wi-Fi 2.4 GHz Type: Home Name: ATTGRYhNQs
	Mesh Client	No
43	MAC Address Name Last Activity Status Allocation	66:05:0d:9b:17:e0 unknown66050d9b17e0 Tue Jun 18 07:54 21 2023 off dhcp
	Connection Type	Wi-Fi 2.4 GHz Type: Home Name: ATTGRYhNQs
	Mesh Client	No
44	MAC Address Name Last Activity Status Allocation	8b:07:46:e0:2b:8d Dans-iPhone Mon Jun 12 14:38:41 2023 off dhcp
	Connection Type	Wi-Fi 2.4 GHz Type: Home Name: ATTGRYhNQs
	Mesh Client	No
45	MAC Address Name Last Activity Status Allocation	8a:c0:0b:72:eb:81 Charles-iPad Mon Jun 28 13:10:07 2023 off dhcp
	Connection Type	Wi-Fi 5 GHz Type: Home Name: ATTGRYhNQs
	Mesh Client	No
46	MAC Address Name Last Activity Status Allocation	92:1b:c3:b0:07:1 unknown921bc3b0071 Wed Jul 26 11:48:20 2023 off dhcp
	Connection Type	Wi-Fi 5 GHz Type: Home Name: ATTGRYhNQs
	Mesh Client	No
47	MAC Address Name Last Activity Status Allocation Connection Type Mesh Client	9d:db:56:7e:25:1f unknown9d0b567e251f Mon Jun 5 07:14:40 2023 off pending Ethernet LAN-3 No
48	MAC Address Name Last Activity Status Allocation Connection Type	80:a4:b6:ca:81:a2 unknown80a4b6ca81a2 Mon Jun 26 12:39:31 2023 off dhcp Wi-Fi 5 GHz

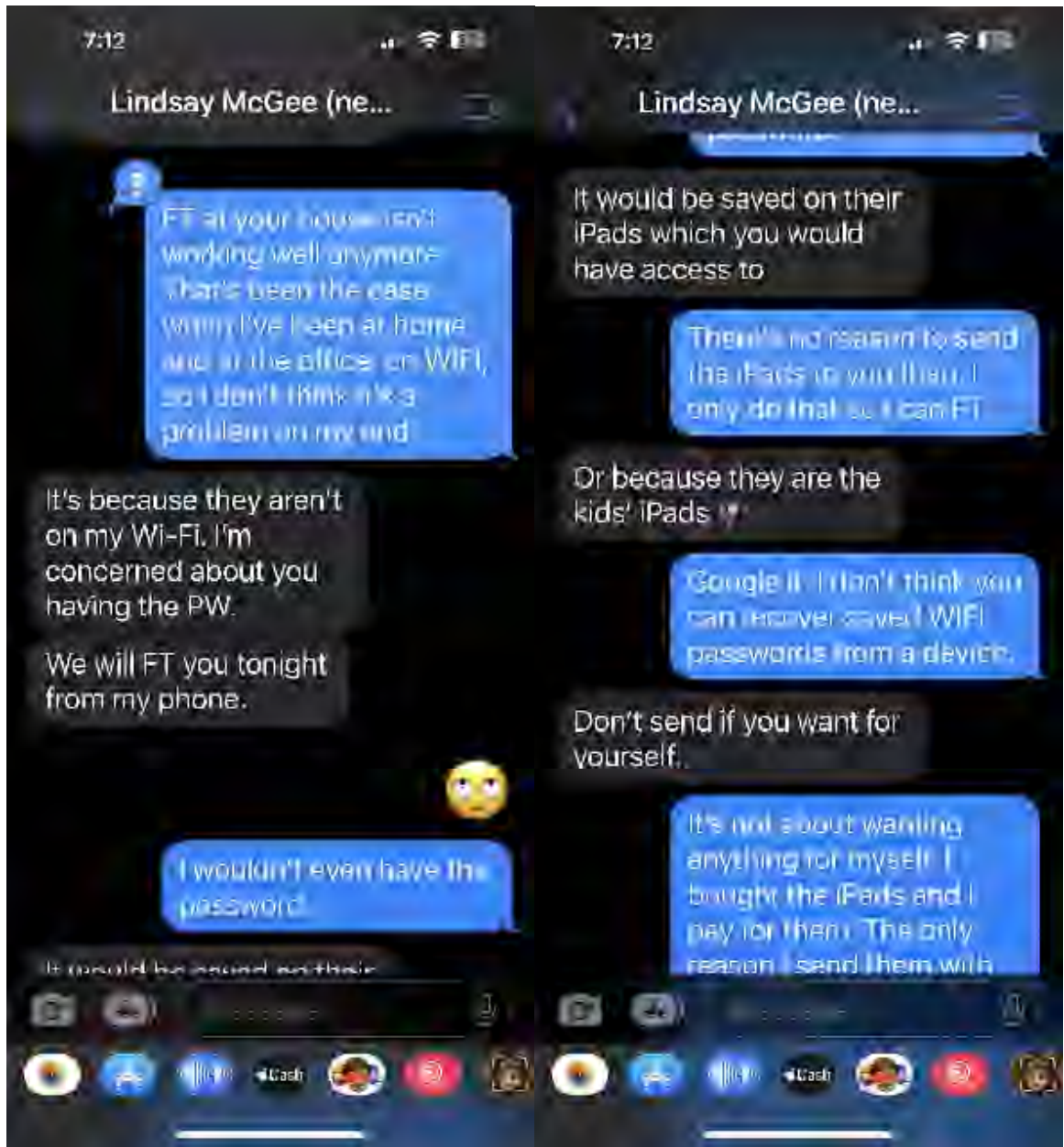
		Type: Home Name: ATTGRYhNQs No
49	Mesh Client MAC Address Name Last Activity Status Allocation Connection Type Mesh Client	aa:92:10:32:e8:5f GF-PH130 Thu Jul 4 14:51:15 2023 off dhcp Wi-Fi 2.4 GHz Type: Home Name: ATTGRYhNQs No
50	MAC Address Name Last Activity Status Allocation Connection Type Mesh Client	a1:01:10:33:62:24 GF-PH130 Fri Jul 7 16:43:54 2023 off dhcp Wi-Fi 2.4 GHz Type: Home Name: ATTGRYhNQs No
51	MAC Address Name Last Activity Status Allocation Connection Type Mesh Client	m0:94:10:3e:30:18 GF-PH130 Tue Jul 4 14:21:58 2023 off dhcp Wi-Fi 2.4 GHz Type: Home Name: ATTGRYhNQs No
52	MAC Address Name Last Activity Status Allocation Connection Type Mesh Client	a0:0c:10:8f:15:a0 GF-PH130 Tue Jul 4 14:21:58 2023 off dhcp Wi-Fi 2.4 GHz Type: Home Name: ATTGRYhNQs No
53	MAC Address Name Last Activity Status Allocation Connection Type Mesh Client	a2:68:31:0a:c2:27 iPhone Mon Jun 26 18:42:37 2023 off dhcp Wi-Fi 5 GHz Type: Home Name: ATTGRYhNQs No
54	MAC Address Name Last Activity Status Allocation Connection Type Mesh Client	ce:5c:17:0e:ed:d0 unknownaa5c17eeced0 Wed Jul 5 22:18:07 2023 off dhcp Wi-Fi 5 GHz Type: Home Name: ATTGRYhNQs No
55	MAC Address Name Last Activity Status Allocation Connection Type	ea:62:86:d3:18:0f unknownaa6286d3180f Mon Jun 26 16:41:44 2023 off dhcp Wi-Fi 5 GHz

		Type: Home Name: ATTGRYhNQs
	Mesh Client	No
56	MAC Address	da:e8:85:d9:9d:6a
X	Name	McGees-iPhone
	Last Activity	Mon Jun 12 20:10:23 2023
	Status	off
	Allocation	dhcp
	Connection Type	Wi-Fi 2.4 GHz Type: Home Name: ATTGRYhNQs
	Mesh Client	No
57	MAC Address	e8:a7:30:37:06:7c
X	Name	iPhone
	Last Activity	Sat Jul 1 19:32:18 2023
	Status	off
	Allocation	dhcp
	Connection Type	Wi-Fi 5 GHz Type: Home Name: ATTGRYhNQs
	Mesh Client	No
58	MAC Address	e8:d8:d1:bd:16:b0
	Name	Lindsay-PC
	Last Activity	Sat Jul 8 15:59:16 2023
	Status	off
	Allocation	dhcp
	Connection Type	Ethernet LAN-4
	Mesh Client	No
59	MAC Address	ea:5d:27:39:c3:17
X	Name	Justins-iPhone
	Last Activity	Sat Jul 8 21:05:10 2023
	Status	off
	Allocation	dhcp
	Connection Type	Wi-Fi 5 GHz Type: Home Name: ATTGRYhNQs
	Mesh Client	No
60	MAC Address	f0:6e:0b:c6:c5:9c
	IPv4 Address / Name	192.168.1.146 / LFM
	Last Activity	Mon Jul 31 04:08:26 2023
	Status	off
	Allocation	dhcp
	Connection Type	Wi-Fi 5 GHz Type: Home Name: ATTGRYhNQs
	Mesh Client	No
61	MAC Address	f2:86:b4:0b:25:4a
	Name	unknownf286b40b254a
	Last Activity	Wed Jul 26 11:52:26 2023
	Status	off
	Allocation	dhcp
	Connection Type	Wi-Fi 2.4 GHz Type: Home Name: ATTGRYhNQs
	Mesh Client	No

	Mesh Client	Type: Home Name: ATTGRYhNQs No
62	MAC Address Name Last Activity Status Allocation	ae:cd:74:a8:9f:1b unknownaecd74a89f1b Thu Jul 13 12:25:53 2023 off dhcp
	Connection Type	Wi-Fi 5 GHz Type: Home Name: ATTGRYhNQs
	Mesh Client	No
63	MAC Address Name Last Activity Status Allocation	ae:e5:bd:cd:9f:38 unknownaee5bdcd9f38 Wed Jul 26 11:47:20 2023 off dhcp
	Connection Type	Wi-Fi 2.4 GHz Type: Home Name: ATTGRYhNQs
	Mesh Client	No
64	MAC Address IPv4 Address / Name Last Activity Status Allocation	bc:09:1b:fe:80:0d 192.168.1.228 / LFM Sun Jul 30 22:54:42 2023 off dhcp
	Connection Type	Wi-Fi 2.4 GHz Type: Home Name: ATTGRYhNQs
	Mesh Client	No
65	MAC Address IPv4 Address / Name Last Activity Status Allocation	bc:9e:bb:bf:a9:6d 192.168.1.232 / unknownbc9ebbfa96d Mon Jul 31 09:23:32 2023 on dhcp
	Connection Type	Wi-Fi  2.4 GHz Type: Home Name: ATTGRYhNQs
	Mesh Client	No
66	MAC Address Name Last Activity Status Allocation	bc:ce:25:f9:2a:95 unknownbce25f92a95 Fri Jul 21 17:53:02 2023 off dhcp
	Connection Type	Wi-Fi 2.4 GHz Type: Home Name: ATTGRYhNQs
	Mesh Client	No
67	MAC Address Name Last Activity Status Allocation	c4:ac:59:a0:d0:8d Canona25f2c Thu Jul 20 15:25:19 2023 off dhcp
	Connection Type	Wi-Fi 2.4 GHz Type: Home Name: ATTGRYhNQs
	Mesh Client	No
68	MAC Address Name Last Activity Status Allocation	da:26:8d:89:89:08 iPhone Sat Jul 1 20:20:06 2023 off dhcp
	Connection Type	Wi-Fi 5 GHz



**Exhibit Q (Screenshots Of Text Messages With Lindsay McGee Regarding
Wi-Fi On The Children's Ipad)**



7:12



Lindsay McGee (ne...)

unreadable text

Don't send if you want for yourself.

It's not about wanting anything for myself I bought the iPads and I pay for them. The only reason I send them with the kids is so I can FT with them

You can add your WIFI and then delete it. You can change your password. You can do any number of things to protect your password. You're just trying to obfuscate our ability to FT and you know it

Sun, Nov 27 at 2:02 PM

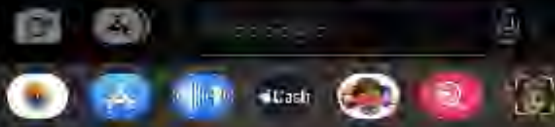


Exhibit R (Amazon Order Details)



Final Details for Order #114-8221478-8577065

[Print this page for your records.](#)

Order Placed: July 7, 2021

Amazon.com order number: 114-8221478-8577065

Order Total: \$370.50

Shipped on July 7, 2021

Items Ordered

2 of: *WF-113 (Up Angle) Sony Chip Super Low Light Wireless Spy Camera with WiFi Digital IP Signal, Recording & Remote Internet Access (Camera Hidden in 3 AC Outlet with Dual USB Charging Port Wall Charger)* **Price**
\$169.95

Sold by: SCS Enterprises ([seller profile](#))

Supplied by: Other

Condition: New

Shipping Address:

Justin McGee
125A Wappoo Creek Dr
STE A
Charleston, SC 29412
United States

Shipping Speed:

Standard Shipping

Payment information

Payment Method:

Mastercard ending in 4185

Item(s) Subtotal: \$339.90
Shipping & Handling: \$0.00

Billing address

Justin McGee
125A Wappoo Creek Dr
STE A
Charleston, SC 29412
United States

Total before tax: \$339.90
Estimated tax to be collected: \$30.60

Grand Total: \$370.50

Credit Card transactions

MasterCard ending in 4185: July 7, 2021: \$370.50

To view the status of your order, return to [Order Summary](#).

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Final Details for Order #114-9467906-2343467

[Print this page for your records.](#)

Order Placed: July 15, 2021
Amazon.com order number: 114-9467906-2343467
Order Total: \$207.05

Shipped on July 15, 2021

Items Ordered

	Price
1 of: <i>WF-113(Down Angle) Sony Chip Super low light Wireless Spy Camera with WiFi Digital IP Signal, Recording & Remote Internet Access (Camera Hidden in 3 AC Outlet with Dual USB Charging Port Wall Charger)</i>	\$189.95
Sold by: SCS Enterprises (seller profile)	
Supplied by: Other	

Condition: New

Shipping Address:

Justin McGee
125A Wappoo Creek Dr
STE A
Charleston, SC 29412
United States

Shipping Speed:

Standard Shipping

Payment information

Payment Method:

Mastercard ending in 4185

Item(s) Subtotal:	\$189.95
Shipping & Handling:	\$0.00

Billing address

Justin McGee
125A Wappoo Creek Dr
STE A
Charleston, SC 29412
United States

Total before tax:	\$189.95
Estimated tax to be collected:	\$17.10

Grand Total: \$207.05

Credit Card transactions

MasterCard ending in 4185: July 15, 2021: \$207.05

To view the status of your order, return to [Order Summary](#).

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Final Details for Order #114-4302171-3410627

[Print this page for your records.](#)

Order Placed: July 28, 2021

Amazon.com order number: 114-4302171-3410627

Order Total: \$207.05

Shipped on July 29, 2021

Items Ordered

	Price
1 of: <i>WF-113(Down Angle) Sony Chip Super low light Wireless Spy Camera with WiFi Digital IP Signal, Recording & Remote Internet Access (Camera Hidden in 3 AC Outlet with Dual USB Charging Port Wall Charger)</i>	\$189.95

Sold by: SCS Enterprises ([seller profile](#))

Supplied by: Other

Condition: New

Shipping Address:

Justin McGee
125A Wappoo Creek Dr
STE A
Charleston, SC 29412
United States

Shipping Speed:

Standard Shipping

Payment information

Payment Method:

Mastercard ending in 4185

Item(s) Subtotal:	\$189.95
Shipping & Handling:	\$0.00

Billing address

Justin McGee
125A Wappoo Creek Dr
STE A
Charleston, SC 29412
United States

Total before tax:	\$189.95
Estimated tax to be collected:	\$17.10

Grand Total: \$207.05

Credit Card transactions

MasterCard ending in 4185: July 29, 2021: \$207.05

To view the status of your order, return to [Order Summary](#).

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Product Description

Watch over your home or business with a smart phone (Android & IOS), PC or tablet from anywhere there is Internet, 3G or 4G. For set-up, all you need is your wireless router and internet. Our reliable P2P server allows easy set-up for a remote viewing without requiring any network knowledge. You can locate the cameras at multiple locations and control them with one app.

THIS CAMERA IS:

- 1080P, 2.0MP, 1/2.8" Ultra low light sensor Wi-Fi that can see better than human eye under low light.
 - Reliable P2P server for remote live viewing and motion alarm notification.
 - Zone controlled motion detection recording and remote access to recordings. (16GB internal memory (200+hrs))
 - Superior glass optics with 90deg wide angle and 940nm filter.
 - Plug-in power for 24/7 operation.
 - ONVIF compliant and will work with popular NVR and 3rd party software for a PC such as iSpyConnect, AnyCam, Blue Iris etc..
 - Works with iPhone, iOS & Android devices and PC.
 - No monthly fee whatsoever and no subscription/registration requirement.
-

THIS CAMERA IS ((NOT)):

- No Audio (due to the federal regulation, (18 U.S. Code § 2512)
- No battery power: All our cameras are plug-in or direct AC power for 24/7 operation.
- Mac is not compatible.

Exhibit S (Text Messages With Lindsay Mcgee Regarding Loss Of Power)

Lindsay F. >



have power yet?

Are you okay?

Sat, Oct 1 at 12:33 PM

Thank you for FTing them. Are you alright, seriously?

You're welcome to come out here and spend time with the kids, help set up their rooms or whatever. I can even go to the office? I know it sucks not to have power.

Thanks but I need to clean up the back yard today.



iMessage



Exhibit T (Bumgarner Aff. at ¶50)





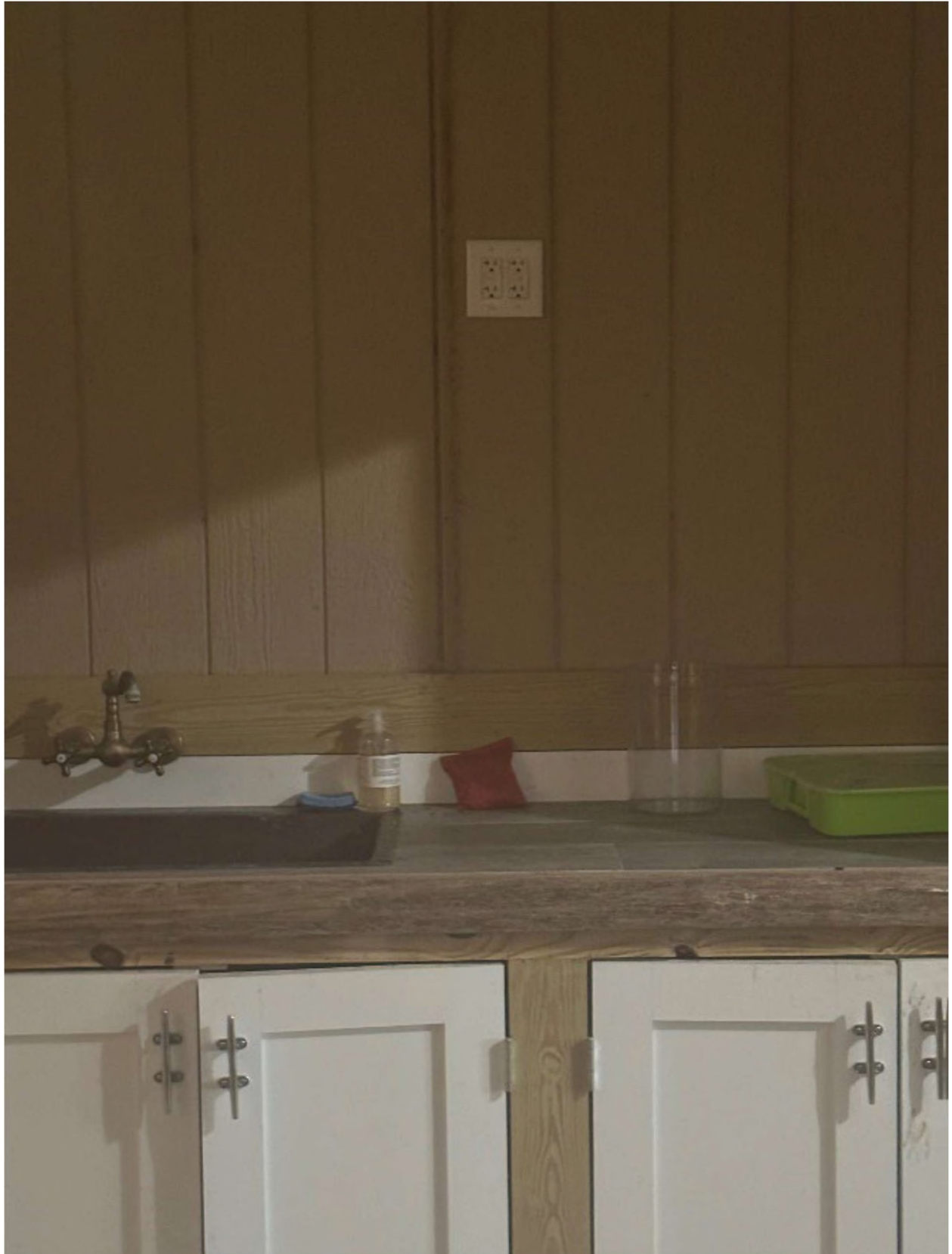


Exhibit U (Return Request Emails)

Your Return Request on Knowyournanny.com



Knowyournanny.com <Sales@knowyournanny.com>

To Justin McGee



1/31/2022

If there are problems with how this message is displayed, click here to view it in a web browser.

Confirmation for Return Request for Order ID #23054

A summary of your return is shown below. To view the status of this return [click here](#).

Return Reason: Not Satisfied With The Product
Return Action: Refund- 30% restocking fee
Your Comments:

Your Return Request Contains the Following Items...

Return Items	SKU	Qty
5-Port USB WiFi Charger Cam for Home and Office	5CGRWIFI	1

Knowyournanny.com
<https://knowyournanny.com/>

Knowyournanny.com is powered by BigCommerce. [Launch your own store for free](#) with BigCommerce.

Return Status Update on Knowyournanny.com



Knowyournanny.com <Sales@knowyournanny.com>

To Justin McGee



Mon 1/31/2022 4:41 PM

Follow up. Completed on Saturday, September 2, 2023.
You forwarded this message on 8/14/2023 6:25 PM.

Return Request Updated

Hi Justin,

You recently submitted a return request on our store for the following item(s):

1 x 5-Port USB WiFi Charger Cam for Home and Office

The status of this return request has been changed to **Return Authorized**.

Return Instructions:
THIS RA # EXPIRES IN 7 DAYS

In order to process your Return/Repair/Exchange in a timely manner please follow these procedures.

Send your equipment back to the following address.

M E G
RA#(your order#)
1826 Starboard Ct
Toms River, NJ 08753

(Make sure that the RA# is clearly written on the label. Any package received without this number on the box will be refused and you will incur all shipping charges.

*Include a note with the issues you are having.

Place the item in the factory packaging and then place it in a separate box. Attach the shipping label to that box.

Use enough packing material to protect the package from shipping/handling damage. If the item is received damaged due to improper packaging you will be charged for the replacement of the unit or repair of damaged parts.

EXCHANGES

To avoid Restocking Fees you must return the item back in the original factory packaging complete with all accessories, hardware and manuals in like new condition. Do not write on the factory box or the Owner/Installation Manual. Any non factory modifications made to an item will make it ineligible for an EXCHANGE. A minimum Restocking Fee of 10% plus the cost of parts could be charged to your account for the replacement of missing parts or repairs of damaged items.

REPAIRS

Include all discs, adapters specially power supplies etc. We will need the original power supply in order to conduct proper testing and troubleshooting procedures. If you do not have the original factory box please use enough packing material to prevent shipping damage.

*Returns

If you are not satisfied with your purchase, notify us within 90 days from receipt to obtain a RMA# and we will refund the purchase price (A 30%restocking fee will apply). Shipping charges are not refundable. All returns must be in new condition and sellable condition. Customer is responsible for return shipping costs. Original shipping expenses (even if shipping charges were discounted or item was advertised as free shipping) will be deducted from refund upon return. We pay shipping charges to get the unit to you and these charges must be covered by the buyer.

Any non factory modifications will void all warranties i.e., painting the item, cutting the cables, etc. Normal wear and tear, damages caused by vandalism or weather/climate, misuse or improper installation will not be covered by the warranty.

You will be responsible for all shipping charges for the REPAIR or EXCHANGE. If you have purchased our EXTENDED WARRANTY we will pay for FedEx Ground shipping charges on REPAIRS.

REPAIRS are normally processed within 3-5 business days. REPAIRS on EXTENDED WARRANTY items are normally processed within 1 business day.

[Click here to view the status of this return.](#)

Knowyournanny.com
<https://knowyournanny.com/>

**Exhibit V (Text Messages Produced By Lindsay In Response To A Subpoena
Served Upon Her In The Keys V. Keys Matter)**



BLEECKER
Family Law

BEYOND COMPARE

Anne Frances Blecker*
afbleecker@bleeckerfamilylaw.net

Beverly V. Snelgrove
bsnelgrove@bleeckerfamilylaw.net

Melissa E. Simondi
msimondi@bleeckerfamilylaw.net

Sue Chang
schang@bleeckerfamilylaw.net

October 4, 2022

Via Hand Delivery

Lindsay F. McGee
664 McCutchen Circle
Charleston, South Carolina 29412

Re: David Conor Keys v. Karen Janelle Keys
Case No.: 2022-DR-10-2781

Dear Ms. McGee:

Enclosed, for service upon you, is a *Subpoena Duces Tecum* requiring you to produce and permit inspection and copying of certain documents or objections in your possession, custody or control within the last two (2) years through to the present. Please note that the deadline to produce said documents is October 14, 2022 by 5:00 p.m.

Should you have any questions, please do not hesitate to contact our office. With my thanks for your attention to this matter, I am

Sincerely yours,

Tonya Dixon
Paralegal

Enclosures

cc: David Conor Keys (via email - w/enclosures)
Karen Janelle Keys (via email - w/enclosures)

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)
)
DAVID CONOR KEYS,)
 Plaintiff,)
 vs.)
)
KAREN JANELLE KEYS,)
 Defendants.)

IN THE FAMILY COURT
 NINTH JUDICIAL CIRCUIT

SUBPOENA IN A CIVIL CASE
(Duces Tecum)

Docket No. 2022-DR-10-2781

TO: **Lindsay F. McGee**
664 McCutcheon Circle
Charleston, SC 29412

YOU ARE COMMANDED to appear in the above-named court at the place, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME (<input type="checkbox"/> A.M./ <input type="checkbox"/> P.M.)

YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME , (<input type="checkbox"/> A.M./ <input type="checkbox"/> P.M.)
---------------------	---

YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents or objects):

- 1. All phone records for the last two (2) years showing calls and/or texts between Jarret Forino, Karen Keys and yourself;**
- 2. Any and all photos, videos, and/or audio recordings (voicemails) you received from Jarret Forino or Karen Keys in the last two (2) years, regardless of the date of the original media;**
- 3. Any and all text messages, social media messages (SnapChat, Facebook Messenger, Instagram Messenger, WhatsApp, etc.) you have in the last two (2) years through to the present date between Jarret Forino, Karen Keys and yourself; and**
- 4. All group communications, whether group texts or social media, between Jarret Forino, Karen Keys and yourself for the last two (2) years; and,**
- 5. Any and all texts messages, social media messages (SnapChat, Facebook Messenger, Instagram Messenger, WhatsApp, etc.) you have in the last two (2) years through to the present date between Jarret Forino and you which address or discuss Karen Keys.**

PLACE Bleecker Family Law 519 Savannah Highway Charleston, SC 29407	DATE AND TIME, October 14, 2022 at 5:00 (<input type="checkbox"/> A.M./ <input checked="" type="checkbox"/> P.M.)
--	---

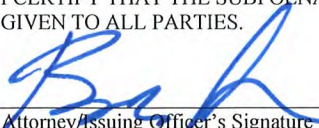
YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME , (<input type="checkbox"/> A.M./ <input type="checkbox"/> P.M.)
----------	---

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED SHALL TESTIFY AS TO MATTERS

KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION.

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.

 10/4/22 Beverly Snelgrove
Attorney/Issuing Officer's Signature Date Print Name
Attorney for Plaintiff
Attorney's Address and Telephone Number :
519 Savannah Highway (29407), P.O. Box 30245, Charleston, SC 29417; (843) 571-2725

PROOF OF SERVICE

SERVED	DATE 10/4/2022	FEES AND MILEAGE TO BE TENDERED TO WITNESS UPON DAILY ARRIVAL <input type="checkbox"/> YES <input type="checkbox"/> NO AMOUNT \$ N/A
	PLACE 664 McCutcheon Circle Charleston, SC 29412	
SERVED ON: Lindsay F. McGee 664 McCutcheon Circle Charleston, SC 29412		MANNER OF SERVICE: Via Hand Delivery
SERVED BY: John Clayton		TITLE: Private Investigator

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.

Executed on 4th day of October, 2022

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, South Carolina Rules of Civil Procedures, Parts (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises—or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance; or

(ii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the

provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

(iii) requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena:

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1)(A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(6)(B). The court may specify conditions for the discovery.

(2)(A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, the receiving party must take reasonable steps to retrieve the information. The person who produced the information must preserve the information until the claim is resolved.

Karen Whyte

I'm a lover of all things crafty, so that is fun! Happy to help after kiddos sleeping

The bells sound good but, Do you have a stick?

Karen Whyte

Dan took it home

Lindsey Whyte

Guys.

I'm. Not. Ok.

Just tested the spy/camera thing. Anyone available a quick phone call to calm

Me down/get me off the ledge?



He going to put me on porn hub or something 😭😭😭😭

Karen Whyte

Calling!

Lindsey Whyte

My kids aren't here obviously

9/8/22, 8:26 PM