

March 20, 2015

**Catherine Christopher, Q.C.**

Case Management Counsel

Calgary Courts Centre

Suite 2401-N, 601 - 5th Street NW, Calgary, AB, T2P 5P7

**DELIVERED BY FAX 403 355 2405 (4 pages including this one)**

**CC:** Anne Rensonnet DELIVERED BY EMAIL [anne.ensonnet@gmail.com](mailto:anne.ensonnet@gmail.com)

**RE: Rensonnet v. Uttl, Action No. FL01-17010  
Rensonnet letter dated March 18, 2015**

Dear Madam:

I believe it necessary to address some of Ms. Rensonnet's concerns and allegations in her letter to you.

**Ms. Rensonnet's concern that the litigation is emotionally and financially draining on her**

Ms. Rensonnet emotional and financial drain on her resources is self-inflicted. Most reasonable people are able to sit down, keep their children in mind and figure it out. The following facts are significant:

- Ms. Rensonnet always believed that shared 50/50 parenting was in the children's best interest. Even after the separation, Ms. Rensonnet explained to me that she wanted the children to have "equal access" and "equal time" with both of us. The recording as well as the transcript of Ms. Rensonnet's wishes was filed in an affidavit in this action. As the defendant to Ms. Rensonnet's litigation, I am pursuing 50/50 shared parenting, that is, exactly what Ms. Rensonnet wished for our children.
- Inexplicably, Ms. Rensonnet started the separation by unilaterally moving the children from their residence without any consultation with me and without any permission to do so from the Court.
- Ms. Rensonnet started the litigation by abusing the ex parte process and seized the control of the children by appearing before Justice Millar on September 26, 2013, without any notice to me. On December 5, 2013, review of the Ex Parte Application, Justice Horner found Ms. Rensonnet's Ex Parte Application "not necessary".
- Ms. Rensonnet steadfastly refuses to meet and discuss future of our children as well as other issues. In fact, Ms. Rensonnet recently wrote to me that she considers my offers to meet "harrasment". Ms. Rensonnet has no grounds for her position: she admitted under oath on recent questioning that I was never shouting at her, never violent towards her, etc.. Moreover, I encouraged Ms. Rensonnet to bring along anyone she chooses for any such discussion. Even Ms. Rensonnet's participation in the New Ways For Families program, and learning moderate behaviour, flexible thinking, and managed emotions, did not help her to change position.

The litigation is emotionally and financially draining on both parties and it is not in the best interest of the children. However, I also believe that it is not in the best interest of the children to be parented only by Ms. Rensonnet. Given Ms. Rensonnet's refusal to talk, proceeding to the trial and ensuring that the Court also hears my story and my evidence rather than relying solely on what Ms. Rensonnet chose to present to the Court is the only available alternative.

Regarding the questioning, Ms. Rensonnet did not mention that in the very first questioning she was called upon, she swore that she obtained the title to 125 Baird Ave by knowingly perjuring herself on the Affidavit of Value that was necessary to effect the transfer of the property to her name. She swore that she knew she was to tell the truth but told the lie instead. So either Ms. Rensonnet perjured herself on the Affidavit of Value or on the questioning.

### **Documents Production Issues**

Mr. Rensonnet believes that she is simply entitled to all 16 items on the form FL-17, and that Rules 12.41(3), 5.2(1), sections 21(1) and 22(4) of AR 147/2005, and subsection 21(1) and 25(4) of SOR/97-175 can be ignored. Yet Ms. Rensonnet's disclosure of material items 1-9 is incomplete. Her disclosure of items 10-16 is only partial, but irrelevant.

Ms. Rensonnet also states in para 5 of her letter "**Yet I have met all my obligations and deadlines and have been forthcoming with the truth**" even as in para 10 she writes "**Mr. Uttl is not yet able to examine my affidavit of records**". Both statements can not be true. The Rules are quite clear that the Plaintiff produces records first, but would apparently be prejudicial to Ms. Rensonnet if Mr. Uttl had full knowledge of all her records. Notwithstanding, Mr. Uttl produced Affidavit of Records and delivered the actual Records on time, while Ms. Rensonnet believes that the Rules do not apply to her.

Clearly, the questioning on Ms. Rensonnet's affidavits is necessary to expose to the Court Ms. Rensonnet's misrepresentations of facts and baseless allegations against me.

### **New Ways For Families**

Ms. Rensonnet applied to the Court to order me to attend the New Way for Families as if this program could somehow solve our situation. I have presented the Court with the evidence that the program was largely unsuccessful, according to the program's own evaluation. Ms. Rensonnet knew at the time of her application that the program was discontinued but did not disclose it to me nor to the Court prior to the hearing. I was ordered to participate and I have completed the program. Honourable Justice Horner also requested a letter from the NWFF counselor, which caused some delay, as such letter is not normally provided. Nevertheless, I completed the program and the Certificate will be filed shortly.

Ms. Rensonnet claims that the children need to see a counselor, as they are struggling to deal with the separation. I have lived with Ms. Rensonnet and I have ridden the roller-coaster of her emotions. The children still live primarily with Ms. Rensonnet, and from my limited observation, the ride continues. The nanny who had a contract with Ms. Rensonnet until March 25, 2015, was observed in tears at the children exchanges and left abruptly shortly after Christmas. The boys are doing remarkably well when they are in my care, they are happy and they only regret they can not spend more time with dad and they can not travel as they used to see their grandfather who lives in Czech Republic.

Even though Ms. Rensonnet herself completed the program, she continues to refuse to talk just as she refused before she enrolled in the program. The problem is a classic one – Ms. Rensonnet sees the children as a vehicle to punish me for what she perceives are my "crimes" against her; Ms. Rensonnet must have absolute control over the children, and she will fight to keep it. To have an absolute control, Ms. Rensonnet sees it important to deprive me of my livelihood, and accordingly, she recently achieved my eviction from 125 Baird Ave, the property she, according to her own testimony on November 24, 2014, acquired by fraud through her perjury on June 15, 2011. She got me evicted even though she swore in this action that the lab in that property was the means to my livelihood.

### **Property Claims**

Ms. Rensonnet is talking about making some undefined property claim since the separation in July 2013. The trial can not be delayed in the hope that Ms. Rensonnet will one day make up her mind whether she has any property claim.

### **Questioning and Other Deadlines**

The trial ought not be delayed in hopes that Ms. Rensonnet will one day produce her documents and that she will one day show up for questioning. Based on Ms. Rensonnet's reply that she will not attend the questioning I scheduled for March 20, 2015, I have rescheduled for April 3, 2015, and I am waiting for Ms. Rensonnet's confirmation that she will attend.

### **Service**

Ms. Rensonnet now claims she does not want to be served in front of the children. She refused to accept a plain envelope handed to her. Ms. Rensonnet handed me an envelope in front of the children on January 10, 2014. I handed Ms. Rensonnet an envelope on May 30, 2014, and she accepted it without fuss. Later she was "surprised" that I used the child exchange as "means to serve" her.

The simple act of one parent handing over to the other parent a manila envelope cannot possibly expose the children to any kind of stress.

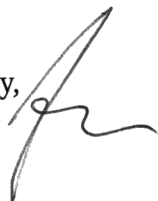
However, having learned now that Ms. Rensonnet will "... *in fact accept ANY form of service...*", I prepared a draft Consent Order (attached) that both parties can serve each other by email – essentially same order as Ms. Rensonnet obtained, ex-parte, to serve me by e-mail, on May 20, 2014. My consent is implied, and Ms. Rensonnet's consent will hopefully follow shortly.

### **Communication Between Parties**

There is no substantive communication between us except through email. Nearly all exchanges are witnessed by another person and/or video camera to guard against Ms. Rensonnet's baseless allegations against me. Ms. Rensonnet makes conclusory statements that communication from me is "caustic". I challenge Ms. Rensonnet to directly quote from any communication originating from me what she believes is "caustic".

As per her own sworn testimony, Ms. Rensonnet does not inform me about her decisions about the children (e.g., her decision to enroll them in Francophone preschool). Similarly, she does not inform me promptly about their health status (I often learn about the children being sick a night before the pick up), after I already planned their activities. Despite its marketing hype, the ourfamilywizard.com website does not offer anything which can not be done by email. It is owned by Lawrence Patterson of Minneapolis, MN, though it claims on its web pages it is owned by Avirat Inc.

Sincerely,  
Jan Uttl



enc.: draft consent order

COURT FILE NUMBER      FL01-17010  
COURT                              COURT OF QUEEN'S BENCH  
   OF ALBERTA  
JUDICIAL CENTRE              CALGARY  
PLAINTIFF(S)                      ANNE RENSONNET  
DEFENDANT(S)                      JAN UTTL  
DOCUMENT                              **CONSENT ORDER**

ADDRESS FOR SERVICE      **Jan Uttl**  
AND                                      **PO BOX 71083 Silver Springs, Calgary, T3B4N0**  
CONTACT INFORMATION      **januttl@gmail.com**  
OF PARTY FILING THIS  
DOCUMENT

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**DATE ON WHICH ORDER WAS PRONOUNCED:**  
**NAME OF JUSTICE WHO MADE THIS ORDER:**                      **K.M. Horner**  
**LOCATION OF HEARING:**    **Calgary, AB**

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**UPON THE JOINT APPLICATION** of the Respondent, **JAN UTTL**, and the Applicant, **ANNE RENSONNET**;

**AND UPON NOTING** that this action is under Case Management by Honourable Justice K.M.Horner;

**IT IS HEREBY ORDERED THAT:**

Both parties are at liberty to serve on each other all documents arising out of this action by delivering true copy of same by email to [januttl@gmail.com](mailto:januttl@gmail.com) and [anne.rensonnet@gmail.com](mailto:anne.rensonnet@gmail.com) respectively, and by sending the documents by regular mail.

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Justice of the Court of Queen's Bench of Alberta