

Action No.: FL01-17010
E-File No.: CVQ15RENSONNETANNE
Appeal No.: _____

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE OF CALGARY

BETWEEN:

ANNE RENSONNET

Plaintiff

and

JAN UTTL

Defendant

P R O C E E D I N G S

Calgary, Alberta
May 29, 2015

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1 Proceedings taken in the Court of Queen's Bench of Alberta, Calgary Courts Centre, Calgary,
2 Alberta

3 _____
4 May 29, 2015 Morning Session

5
6 The Honourable Madam Justice Horner Court of Queen's Bench of Alberta

7
8 (No Counsel) For the Applicant

9 (No Counsel) For the Respondent

10 H. O'Hara Court Clerk

11 _____
12
13 THE COURT CLERK: Order in court, all rise.

14
15 THE COURT: Thank you. Please be seated. All right. So
16 parties we're here on an emergency basis at the request of Ms. Rensonnet. She's brought
17 to my attention, Mr. Uttl, that you served her primary employer, DMA, with a statement
18 of claim by serving it on their representative counsel.

19
20 So Ms. Rensonnet, we'll deal with that first. I have your letter, I have Mr. Uttl's letter in
21 response. I have read both and I have read the excerpts of the transcript from our first
22 case management hearing, as well, that were attached to your letter. Do you have
23 anything more to say?

24
25 **Submissions by Ms. Rensonnet**

26
27 MS. RENSONNET: I do. In fact, I attempted to mail you another
28 letter this morning --

29
30 THE COURT: Yes I have that, we'll deal with that next,
31 Ms. Rensonnet.

32
33 MS. RENSONNET: Okay. Okay. That's great. I have a couple of
34 comments to make. I just wanted to give a little bit of background on the contract that I
35 have and so that you know that DMA is a US based company with some small Canadian
36 office. The US part of the company is not particularly keen on independent contractors
37 like myself. That my contract is open-ended and they can terminate it with two weeks
38 notice without cause and that Mr. Uttl is aware of all this. This is something we
39 discussed during our relationship, so he understands the impact of -- of creating a
40 nuisance.

41

1 THE COURT: Yes, I just don't recall the -- Mr. Uttl says in
2 his letter to me that they owe him up to \$8000. What's the basis of his claim?

3
4 MS. RENSONNET: I think there is no basis in his claim, I have --

5
6 THE COURT: No, but what does he say is the basis? I
7 appreciate your response is that it's baseless, but what does he say he's claiming?

8
9 MS. RENSONNET: I believe that in his pleadings he's claiming that
10 through me, there is some agreement that DMA should be paying him directly for part of
11 those services.

12
13 THE COURT: These are services rendered in the past?

14
15 MS. RENSONNET: Yes.

16
17 THE COURT: And what time period, do you recall?

18
19 MS. RENSONNET: This would've been in 2013, possibly the end
20 of 2012, I don't remember.

21
22 THE COURT: Okay. Okay.

23
24 MS. RENSONNET: I have a letter from DMA, from their head
25 counsel stating that they don't have any relationship with him and never had.

26
27 THE COURT: Yeah I don't need -- this isn't an application to
28 dismiss his claim, it's just an application to talk about what to do about Mr. Uttl's service
29 of his claim without Court permission.

30
31 MS. RENSONNET: Okay understood. So this is the second time
32 that Mr. Uttl's attempted to communicate or contact DMA or affect my employment. This
33 is my livelihood and the only thing I have to support me and the children, to make it
34 clear. So on September 26th, when we applied for the ex-parte order, we asked for a
35 restraining order -- a restraining clause, so that he couldn't contact DMA or DMA's
36 clients. The order was upheld by yourself on December 5, it was upheld again by Justice
37 Millar on May 2nd, it was upheld again by the Court of Appeal on September 16. So
38 there's a fair bit of body there.

39
40 Shortly after the May 2nd --

41

1 THE COURT: Sorry, September 16, 2014, right?

2

3 MS. RENSONNET: Correct, yes.

4

5 THE COURT: Okay.

6

7 MS. RENSONNET: Shortly after the May 2nd, domestic special,
8 Mr. Uttl filed an appeal that was dismissed and two additional lawsuits, namely the one
9 against DMA. Shortly after that on June 17, 2014 Mr. Uttl filed an application to set
10 aside or vary paragraph 4, the restraining order, to permit Biomere (phonetic) to serve the
11 statement of claim. So he clearly understood that was what was required.

12

13 THE COURT: M-hm --

14

15 MS. RENSONNET: That was heard on June 25 by Justice Hawco.
16 He adjourned the application to case management, which we were in the process of
17 applying for at the time. So on October 9, at our very first case management hearing with
18 yourself, Mr. Uttl attempted to work around this restraining order and asked clarification
19 as to, whether or not, DNA could be served by other means. You've read the transcript,
20 so I'm sure you know.

21

22 You stated three different ways that he could not, very clearly, I don't know if you want
23 me to read the quotes?

24

25 THE COURT: No, no, that's fine. I have them here.

26

27 MS. RENSONNET: You stated very clearly that do not -- and it's
28 pending a further application and a further hearing before you, it has nothing to do with
29 my application to stay the actions against me.

30

31 THE COURT: Okay.

32

33 MS. RENSONNET: That's clear. Prior -- or first December -- or
34 first case management meeting with Catherine Christopher was on December 17th.
35 Mr. Uttl sent a letter of issues to discuss, he did not include his application to lift the
36 restraining order, he didn't mention that as a concern. At that meeting he nonetheless
37 mentioned serving DMA in the context that he seemed to think he could, unfortunately we
38 don't have a transcript for that, but he mentioned it as though he could and Ms. Davies
39 who was present at the time and myself, very quickly reminded him that he cannot and he
40 needs to bring that application forward again.

41

- 1 THE COURT: Okay.
2
- 3 MS. RENSONNET: He did not respond.
4
- 5 THE COURT: Okay. He did not respond verbally at the
6 meeting with Ms. Kristopher to that comment?
7
- 8 MS. RENSONNET: Correct.
9
- 10 THE COURT: Okay. Understood.
11
- 12 MS. RENSONNET: So now he's trying to confuse that application
13 with the stay which is I think really irrelevant. Furthermore, I just want to make a
14 statement about what I think. I don't -- I don't think is incidental, I think it's a very
15 calculated move on his part. One of the reasons I think so is Mr. Uttl's extremely
16 familiar with the Alberta *Rules of Court*, he quotes them on a regular basis in all kinds of
17 letters to yourself including --
18
- 19 THE COURT: Okay, don't -- let's not have your rebuttal
20 submissions before I hear from Mr. Uttl. Right? You're assuming what he's going to say
21 to me.
22
- 23 MS. RENSONNET: All right.
- 24
- 25 THE COURT: So let's hear what he says and you can respond
26 at that time, okay?
27
- 28 MS. RENSONNET: Would you like me to stop now?
29
- 30 THE COURT: Yeah. Thanks.
31
- 32 MS. RENSONNET: Okay.
33
- 34 THE COURT: Mr. Uttl or -- which pronunciation do you
35 prefer, sir?
36
- 37 MR. UTTL: The Czech's say Uttl, but Uttl is fine, I'm used
38 to it.
39
- 40 THE COURT: Okay.
41

1 Submissions by Mr. Uttl

2

3 MR. UTTL: So My Lady, there are at least nine reasons
4 why Biomere served BMA.

5

6 THE COURT: Okay, I only have a very limited amount of
7 time Mr. Uttl, so if you can make them very briefly, okay. Nine reasons, yes?

8

9 MR. UTTL: I will try. There's nine reasons. So on the
10 October 9th meeting, I asked for clarification.

11

12 THE COURT: Yes I have the transcript and it's very, very
13 clear to me Mr. Uttl that I told you, you could not without further order. So --

14

15 MR. UTTL: You said --

16

17 THE COURT: -- I said, I know -- I've read what I said. I
18 made it very clear to you, sir, you could not do it without further court order before me.
19 That is clear in the transcript.

20

21 MR. UTTL: Just let me go through the argument, I'll be
22 very brief. On page 22 you told me you can serve them in a million different ways.
23 Second, Ms. Rensonnet --

24

25 THE COURT: Mr. Uttl, you know that was not meant to be
26 permission. I said there's a million different ways you can do service. I permit none of
27 them.

28

29 MR. UTTL: Second, Ms. Rensonnet's argument to the Court
30 misrepresent the facts and even inventing facts -- that is presenting facts to the Court that
31 were not in an affidavit. The (INDISCERNIBLE) stated by Ms. Davies --

32

33 THE COURT: Sorry this is on October 9th you're saying she
34 did this?

35

36 MR. UTTL: This is October 9th, yes.

37

38 THE COURT: Okay, yeah.

39

40 MR. UTTL: On page 29, line 39 --

41

1 THE COURT: There's very little facts required for my
2 decision to tell you, you could not issue those pleadings without further court order.

3

4 MR. UTTL: Yes.

5

6 THE COURT: There's no facts that Ms. Davies could've
7 misrepresented that were relevant, sir.

8

9 MR. UTTL: Oh well, you said that now that you know what
10 was going on, I'll not allowed to serve. I objected. I said --

11

12 THE COURT: Sir, the order of Justice Millar from September
13 of 2013 is very clear. You were restrained. Nothing that I have done since then has
14 given you permission or in any way derogated from that restraining provision.

15

16 MR. UTTL: My Lady, I personally was restrained. I asked
17 for clarification whether Biomere, body corporate, which is legally completely separate
18 entity from myself, is restrained also --

19

20 THE COURT: Who are the directors?

21

22 MR. UTTL: I'm the director.

23

24 THE COURT: Who is the shareholder?

25

26 MR. UTTL: I'm the majority shareholder.

27

28 THE COURT: Okay so it's --

29

30 MR. UTTL: Yeah --

31

32 THE COURT: -- it's not predominately separate from yourself,
33 sir, it's a corporate vehicle that you use for personal reasons.

34

35 MR. UTTL: So I objected, but you only heard
36 Ms. Renonnet's side of the story and you replied, I don't need to hear your side right
37 now -- I don't need to hear your side right now.

38

39 THE COURT: Right, you had until May of 2015, to come
40 back before me --

41

1 MR. UTTL: Yes --

2

3 THE COURT: -- and we have met since the October 9th
4 meeting and you have never raised it again Mr. Uttl.

5

6 MR. UTTL: So the Court didn't listen to my side, ignored
7 the principle of (INDISCERNIBLE). Third, the Court then directed me as to what should
8 be in the actual order, which is on page 42, line 37: (as read)

9

10 So the only thing in the order, Mr. Uttl, is this trial business and
11 the deadlines.

12

13 And you further explained everything that was just -- we have just been talking. Fourth --

14

15 THE COURT: Where -- because -- sorry Mr. Uttl, there is a
16 restraining order from September of 2013, right?

17

18 MR. UTTL: Yes.

19

20 THE COURT: All we just did on October was talk about,
21 whether or not, I would lift that or have anything -- do anything about it.

22

23 MR. UTTL: No, no --

24

25 THE COURT: And the answer you very clearly were given,
26 Mr. Uttl, was, no.

27

28 MR. UTTL: I have asked for clarification.

29

30 THE COURT: On that day, you needed to bring another
31 application for permission, sir.

32

33 MR. UTTL: I will get to it soon. So the order arising from
34 the case management meeting perhaps October 9th and signed by the Court did not
35 prohibit me from serving the DMA, it didn't say anything about it.

36

37 Fifth, during the same case management meeting, the Court explained to me in no
38 uncertain terms -- no uncertain terms, that the only thing that matters from the hearing is
39 the order. Then I stated the Justice Millar ordered the parties to trial, which
40 (INDISCERNIBLE) on the Justice Millar hearing where he says, So that's my order, that
41 the matter proceed to trial. I was told I was misrepresenting the facts, because the order

1 signed by Justice Millar said nothing about it. The Court said on page 7, line 10: (as
2 read)

3

4 What takes precedence is the order. The only [I emphasize only]
5 thing that matters from the hearing is the order.

6

7 So I understood from the Court's direction, explanation of the court order, that Biomere
8 was in fact free to serve DMA. However, there's more. Ms. Rensonnet's counsel
9 expressed her intent to bring application to stay Biomere v. Rensonnet and so forth as
10 early as September 25th, 2014 in relation to Justice (INDISCERNIBLE). But, what the
11 Court said on October 9th is that Ms. Rensonnet's free to bring application to stay her
12 actions until you make sure to return to the issue of DMA service, not in the next
13 meeting, but in the meeting after that. The next meeting after October 9, was meeting on
14 December 9th and there was no meeting after that.

15

16 However, Ms. Rensonnet never brought forward any stay applications. We never had a
17 meeting after the next meeting. Accordingly, we never addressed the issue of GMA
18 service.

19

20 Seventh reason, the Court wrote a letter dated April 20th and I reply 20th, 2015 in a reply
21 to me requesting leave to bring applications, the parties do not have leave to bring any
22 applications. And those --

23

24 THE COURT: To other Judges.

25

26 MR. UTTL: No that was your letter to me.

27

28 THE COURT: Right, you don't have leave to bring
29 applications before the Court to anybody but myself. That's what case management
30 means.

31

32 MR. UTTL: No I have the letter here -- I can give it to you.

33

34 THE COURT: Thank you.

35

36 MR. UTTL: My Lady, it's a reply to my letter requesting
37 leave to bring application to for document production of the (INDISCERNIBLE) in
38 those -- in the action against Ms. Rensonnet against (INDISCERNIBLE) in DMA and to
39 (INDISCERNIBLE) production of (INDISCERNIBLE) in the action for authorities.

40

41 THE COURT: Right and after -- we now have a --

1
2 MR. UTTL: No --
3
4 THE COURT: -- case management meeting booked for June
5 16th. Yes we do Mr. Uttl. Yes we do.
6
7 MR. UTTL: When was that?
8
9 THE COURT: We have a case management meeting book for
10 June 16th. Sorry, Ms. Kristopher is that not the date?
11
12 MS. KRISTOPHER: Yes My Lady --
13
14 MR. UTTL: June 16th, yes.
15
16 THE COURT: Yes, June 16th, yes.
17
18 MR. UTTL: That's fully -- what -- three weeks after my --
19
20 THE COURT: Whatever, we have --
21
22 MR. UTTL: -- my term expires --
23
24 THE COURT: -- a case management scheduled for June 16th
25 to hear your applications and discuss your concerns about questioning.
26
27 MR. UTTL: Yes, yes.
28
29 THE COURT: That's already been set down.
30
31 MR. UTTL: Yes and the year to serve expired on May 27th,
32 I believe.
33
34 THE COURT: You never raised it with, Mr. Uttl, not once
35 since October 9th, have you raised your concerns about service. Not once. I have many
36 files under case management, Mr. Uttl, I don't recall the --
37
38 MR. UTTL: My Lady --
39
40 THE COURT: -- the burden was on you to bring this back
41 before the Court.

1
2 MR. UTTL: I raised the issue of the applications three times
3 with case management counsel and never got a reply. I got a reply on the date after
4 (INDISCERNIBLE) --
5
6 THE COURT: Sorry you raised the specific issue --
7
8 MR. UTTL: No --
9
10 THE COURT: -- of serving the statement of claim with case
11 management counsel --
12
13 MR. UTTL: No, no I didn't.
14
15 THE COURT: -- and never got a reply.
16
17 MR. UTTL: No I didn't.
18
19 THE COURT: No you did not.
20
21 MR. UTTL: No, I understood --
22
23 THE COURT: You have not raised it again, sir, since the
24 meeting before Ms. Kristopher December 17th, correct?
25
26 MR. UTTL: That's correct. Because I understood from --
27
28 THE COURT: No, because you understood that you did not
29 have the right to do it.
30
31 MR. UTTL: No --
32
33 THE COURT: That is what is very clearly set out in Justice
34 Millar's order and what is very clearly stated by me in our first hearing on October 9th,
35 2014.
36
37 MR. UTTL: So the eighth reason is -- oh I would --
38
39 THE COURT: How many letters have you sent to myself or
40 Ms. Kristopher, Mr. Uttl, since this because case managed by me, would you say? Ten or
41 fifteen?

1
2 MR. UTTL: Many --
3
4 THE COURT: At least -- many --
5
6 MR. UTTL: -- yeah --
7
8 THE COURT: -- and you've never raised this issue once in
9 any of them, right?
10
11 MR. UTTL: No, no my understanding was --
12
13 THE COURT: Correct, right?
14
15 MR. UTTL: Yes.
16
17 THE COURT: Yes.
18
19 MR. UTTL: My understanding was from the first six
20 points --
21
22 THE COURT: Well you understanding was incorrect, Mr. Uttl.
23
24 MR. UTTL: I can serve --
25
26 THE COURT: Because what was said October 9th is very
27 clearly set out in the transcript and Justice Millar's order is very clear. You were
28 prohibited - you and/or Biomere or any other plaintiff under your control is and was
29 prohibited and restrained from doing anything with regard to DMA, for reasons you very
30 well understood, right?
31
32 MR. UTTL: No My Lady, that's not my understanding of
33 what you said in the court.
34
35 THE COURT: You were not in court on October 9th? You
36 did not hear Ms. Davies advise me that Ms. Rensonnet is very fearful for her position
37 with DMA?
38
39 MR. UTTL: Yes My Lady --
40
41 THE COURT: You didn't understand that?

1
2 MR. UTTL: This is nothing to do --
3
4 THE COURT: No, did you understand that?
5
6 MR. UTTL: No I didn't.
7
8 THE COURT: You did not?
9
10 MR. UTTL: No.
11
12 THE COURT: You did not hear Ms. Davies explain to me --
13
14 MR. UTTL: I did --
15
16 THE COURT: Right --
17
18 MR. UTTL: -- I said that her explanation and representations
19 to you was not true and I was not --
20
21 THE COURT: How do you know what the relationship is
22 between Ms. Rensonnet and her employer, Mr. Uttl? How do you know that that's not
23 true?
24
25 MR. UTTL: My Lady, I do not know, what I do know is --
26
27 THE COURT: You do not know, right.
28
29 MR. UTTL: -- that the company I work for is owed money
30 and I have a very good suit --
31
32 THE COURT: Okay, they are allegedly owed money, Mr. Uttl,
33 you are not owed a penny until that matter has been determined and judgment has issued
34 in favour of you.
35
36 MR. UTTL: I have a --
37
38 THE COURT: I'm not deciding whether you're owed the
39 money, or not, Mr. Uttl. All your statement of claim is, is an allegation that you're owed
40 money. That is a fact of law.
41

1 MR. UTTL: So My Lady what am I supposed to -- well I
2 have one more point -- it is my belief that the New Ways for Families application was
3 nothing else by Ms. Rensonnet's further attempt to stall matters. So no application could
4 be brought until the New Ways for Families is resolved. By one subtle change in the
5 order --

6

7 THE COURT: Again, Mr. Uttl, nobody stalled you. You've
8 never raised it again after October 2014. You've written me or Ms. Kristopher freely and
9 at any time you chose. You have never raised it again.

10

11 MR. UTTL: My Lady --

12

13 THE COURT: I made it very clear in the transcript --

14

15 MR. UTTL: -- I got --

16

17 THE COURT: -- that you have until May of 2015 to serve that
18 document and that we would talk about it at --

19

20 MR. UTTL: Yes --

21

22 THE COURT: -- a subsequent case management hearing when
23 you raised it.

24

25 MR. UTTL: Yes.

26

27 THE COURT: You never have.

28

29 MR. UTTL: On April 10th, I received your letter parties do
30 not have leave to bring any application. That's very clear. I can't bring any applications.
31 (INDISCERNIBLE)

32

33 THE COURT: Mr. Uttl. Thank you, take your seat. I've
34 heard your submissions.

35

36 MR. UTTL: I have --

37

38 THE COURT: I've heard your submissions, Mr. Uttl.

39

40 MR. UTTL: My Lady I apologize --

41

1 THE COURT: Don't apologize, I've heard your submissions,
2 thank you, take your seat.

3

4 MR. UTTL: What was I supposed to do?

5

6 THE COURT: You were supposed to write to me, Mr. Uttl
7 and advise me that a deadline was looming and that you needed an emergency hearing.
8 That -- clearly you can see that's what happens when there's an emergency, you get a
9 hearing.

10

11 MR. UTTL: Okay.

12

13 THE COURT: And you knew that before, Mr. Uttl, with
14 respect. You never raised it once in all the letters you've sent, right? Anything further
15 Ms. Rensonnet?

16

17 **Submissions Ms. Rensonnet (Reply)**

18

19 MS. RENSONNET: No, but to answer your question, six letters in
20 the month of May alone.

21

22 THE COURT: Yes, you have free access to myself and
23 Ms. Kristopher, which you utilize freely and with abandon, Mr. Uttl. You could've easily
24 raised this and had a hearing with me, where we could've figured out some way in which
25 to preserve Ms. Rensonnet's employment and for you to -- as you are aware under the
26 *Rules* that the time for service of the statement of claim can be extended, correct sir?

27

28 MR. UTTL: Yes.

29

30 THE COURT: Yes.

31

32 MR. UTTL: Yes.

33

34 THE COURT: And all you have to do is apply to the Court for
35 that extension, correct?

36

37 **Submissions by Mr. Uttl (Reply)**

38

39 MR. UTTL: Since two days ago.

40

41 THE COURT: Yes you understood that, right?

1

2 MR. UTTL: I understood that since about two days ago.

3

4 THE COURT: So why did you not send me a letter on that
5 point, Mr. Uttl?

6

7 MR. UTTL: Because I came to that understanding about two
8 days ago when I consulted with my counsel how to -- how to approach this?

9

10 THE COURT: Sorry?

11

12 MR. UTTL: I have learned that I can get extension for extra
13 three months if I ask for it, about two days, I don't actually know the rule book from
14 beginning to the end. But, my understanding is, I'm not supposed to contact you until I
15 contact Ms. Kristopher and from the record you see that just to get the applications
16 through for non-production of documents it took three letters to Ms. Kristopher over three
17 months --

18

19 THE COURT: Mr. Uttl, are you trying to tell me --

20

21 MR. UTTL: -- and then I have to get --

22

23 THE COURT: -- that you believed that you had no ability to
24 write to me and tell me you had an emergency? Is that what you're telling me?

25

26 MR. UTTL: Yes.

27

28 THE COURT: You did not think you could do that?

29

30 MR. UTTL: Yes.

31

32 THE COURT: What gave you that -- what foundation do you
33 have for that, Mr. Uttl? You write constantly, what would make you think you couldn't
34 write to me and tell me you had an emergency?

35

36 MR. UTTL: My Lady, I wrote you after I wrote to
37 Ms. Kristopher three times and got no reply. Because my understanding was we are to
38 contact you after we contact Ms. Kristopher. So I took the Court seriously --

39

40 THE COURT: What -- what have I or Ms. Kristopher ever
41 said to give you the understanding that if you had an emergency you could not write me?

1 Nothing. Right? Nothing.

2

3 MR. UTTL: It's in every letter I receive from the Court.

4

5 THE COURT: It says, do not contact Justice Horner if you
6 have an emergency? Every letter says that?

7

8 MR. UTTL: No it says emergency -- if there's emergency
9 contact Ms. Kristopher by fax --

10

11 THE COURT: Did you contact Ms. Kristopher?

12

13 MR. UTTL: I didn't see an emergency.

14

15 THE COURT: Oh, you were up against a deadline of May
16 27th --

17

18 MR. UTTL: Yes --

19

20 THE COURT: -- that's what you tell me in your letter --

21

22 MR. UTTL: Yeah and I was told I can't bring application
23 because of New Ways for Families --

24

25 THE COURT: Thank you Mr. Uttl. This is again a
26 demonstration of your reasonableness and your common sense that you bring to approach
27 this.

28

29 **Order (Stay)**

30

31 THE COURT: I'm going to, on my own motion,
32 Ms. Rensonnet, issue a stay and this will be a stay against yourself, Mr. Rensonnet (sic),
33 Biomere and any other corporation that you control, from this date forward, there is a stay
34 on any further actions being taken, except the matrimonial action which I outlined in my
35 order of October 9th, 2014.

36

37 The matrimonial matter with regard to custody and day-to-day access is going to trial,
38 Mr. Uttl, all your other actions are stayed. That is by my motion, which I am making
39 today. To be clear, that includes anything in your name, anything in Biomere's name, any
40 corporation you may incorporate after today, any corporation of which you are a director
41 or a shareholder, even of 1 percent of the shares. As of today, any action that you

1 commence cannot continue if they in any way involve Ms. Rensonnet or her employer or
2 anybody related to her or anybody associated with her.

3

4 All right. Ms. Kristopher will draft an order and you'll be receiving it. So I don't know
5 how I can make it clearer Mr. Uttl. If you have an emergency that comes up as a result
6 of this stay, you contact myself or Ms. Kristopher. You do not take any further actions.

7

8 There will also be -- that stay includes the necessity of DMA to file a statement of
9 defence, Ms. Rensonnet, and you will be able to give them a copy of this order.

10

11 **Submissions by Ms. Rensonnet**

12

13 MS. RENSONNET: There's one more problem with that for DMA
14 is that since they've been served they technically have a lawsuit on their books and they
15 have to --

16

17 THE COURT: I'm sorry there's nothing I can do about that
18 now, Ms. Rensonnet, I really cannot. I've consider that, I can't withdraw it, the May 25th
19 deadline has passed. I cannot extend the time that has already passed. So it would
20 leave -- it essentially would leave the action as a nullity which I cannot do, so they are
21 going to have to take my order staying the action and staying the necessity for them to
22 file a statement of defence and report it at the same time.

23

24 MS. RENSONNET: From talking to my counsel, apparently *Rule*
25 327 does allow you, under exceptional circumstances to extend that deadline for service.

26

27 THE COURT: Yes if it's brought in advance of the deadline --
28 it's passing.

29

30 MS. RENSONNET: That's 327 -- 326 -- I think 327 --

31

32 THE COURT: Just a minute --

33

34 MS. RENSONNET: -- I think 327 does allow exceptional -- does
35 allow exceptions. I was going to propose to dismiss this service but then extend the
36 deadline to later so that this whole thing can be revisited later so DMA can be exempted
37 from having to announce this lawsuit to anybody.

38

39 THE COURT: What's the current trial date, Ms. Rensonnet?

40

41 MS. RENSONNET: November 13, I believe although I'm doubtful

1 that that's going to be possible.

2

3 MR. UTTL: November 28th I think.

4

5 MS. RENSONNET: Sorry, November 28th, My Lady.

6

7 **Order (Extension of Service)**

8

9 THE COURT: My mistake, Ms. Rensonnet, it appears the law
10 changed with the new *Rules of Court* and that I may at any time extend the time for
11 service for the statement of claim, not just before the one year expiration period. So fine,
12 then Mr. Uttl, the service of the claim on DMA will be set aside and I will extend the
13 time for service to May 27th, 2016 for both yourself and Biomere. All right and we will
14 diarize that internally and revisit it before that expiration date. Okay Mr. Uttl?

15

16 MR. UTTL: Thank you.

17

18 THE COURT: Do not do something like this again, Mr. Uttl.

19 Okay, that brings me to the second point which Ms. Rensonnet raised with me, Mr. Uttl.

20 Ms. Rensonnet sent me a letter which she did not copy you with, I'm giving you a copy
21 of it now --

22

23 **Submissions by Ms. Rensonnett**

24

25 MS. RENSONNET: I did email it.

26

27 THE COURT: You did email it, okay so you've seen this letter
28 raising the question of the passports for the children?

29

30 MR. UTTL: I received a --

31

32 THE COURT: Czech passports, did you see that, or not?

33 Ms. Kristopher, do you have this letter?

34

35 MS. KRISTOPHER: Yes, thank you Madam Justice.

36

37 THE COURT: Thank you.

38

39 MR. UTTL: Yes I saw this --

40

41 **Submissions by Mr. Uttl**

1

2 THE COURT: All right. So can you tell me, have you applied
3 for passports in the name of your children from the Czech Consulate or from any Czech
4 government authority?

5

6 MR. UTTL: No My Lady, I didn't. I got this letter five
7 minutes before I came here.

8

9 THE COURT: Okay, it doesn't matter when you got the
10 letter. Have you requested passports in the name of either of your children from a Czech
11 agencies of any kind?

12

13 MR. UTTL: No.

14

15 THE COURT: No, is it in your intention to do so?

16

17 MR. UTTL: Why?

18

19 THE COURT: I'm asking you, is it your intention to do so?

20

21 MR. UTTL: No.

22

23 THE COURT: All right. So you have no problem in me
24 including a provision in this order which Ms. Kristopher's going to draft, prohibiting you
25 from applying for Czech passports without leave of the Court?

26

27 MR. UTTL: On one condition, please.

28

29 THE COURT: Yes?

30

31 MR. UTTL: That Ms. Rensonnet relinquishes all passports
32 she holds for the children to the Court, as well.

33

34 THE COURT: I'm not going to be holding passports, she can
35 relinquish them to her counsel.

36

37 MR. UTTL: Or the Court --

38

39 THE COURT: Ms. Rensonnet -- are you asking me to order
40 that Ms. Rensonnet not travel with the children without leave of the Court, or what are
41 you asking?

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MR. UTTL: My Lady, this is quite bizarre. When we applied for the (INDISCERNIBLE) passport for our children, this is a number of years ago --

THE COURT: Yes?

MR. UTTL: -- we agreed it would be the (INDISCERNIBLE) passport, it's a EU passport like anywhere in Europe, so there was no reason to apply for Czech passport.

THE COURT: Right.

MR. UTTL: Nothing in this letter or very little in this passport in a (INDISCERNIBLE). The rules aren't completely fair than what Ms. Rensonnet represents --

THE COURT: All I'm worried -- all I'm concerned about is the allegation that you may have or the concern that Ms. Rensonnet expresses that you may have passports in the children's names from the Government or the Country of Czechoslovakia with which you can travel without her knowledge. That's all I care about. I'm not listening to anything else in the letter. I appreciate that it's not tested, that you haven't had a chance to respond to it in writing, whatever. I'm not concerned about that. I'm concerned about the children not leaving the jurisdiction without leave of the Court.

So you've told me you have no problem with a prohibition in the order, prohibiting you from applying for Czechoslovakian passports for each of the children without leave of the Court, right? So sorry, you said on one condition, I'm not negotiating with you, Mr. Uttl, but I will listen to any conditions that you think protect you and I'm happy to listen to that. So what is it you're asking me for?

MR. UTTL: Well, that it's the condition if Ms. Rensonnet believes that I shouldn't be travelling with the children out of the country then perhaps the Court should be reciprocal and understand that I might believe that Ms. Rensonnet shouldn't be travelling with the children out of the country.

THE COURT: Yes, absolutely. I'm happy to put a clause in the order, Mr. Uttl, that neither of you travel outside the country without leave of the Court. Right, you can't take the children without my leave and Ms. Rensonnet cannot take the children without my leave.

1 MR. UTTL: But, My Lady, there's already in the order a
2 restriction that I can't take the children outside of Alberta and British Columbia.

3
4 THE COURT: Right, okay, this is outside the country, you
5 don't need a passport to take them anywhere in Alberta or anywhere in BC --

6
7 MR. UTTL: No I can't take them anyhow --

8
9 THE COURT: -- so this is something different, Mr. Uttl.
10 We're talking about Ms. Rensonnet's concern, rationale or irrational, that as these matters
11 progress you may take the children out of the country and out of her reach. She may
12 similarly do the same thing. So I agree, this is --

13
14 MR. UTTL: My Lady --

15
16 THE COURT: -- you know, it's becoming protracted, the trial
17 isn't until the fall of this year, till November sometime. So if you would like a reciprocal
18 provision that Ms. Rensonnet also cannot travel with the children outside the country, I'm
19 happy to put that in.

20
21 MR. UTTL: I think that will be a reasonable thing to do.

22
23 **Order (Passports)**

24
25 THE COURT: Okay. So there will be two terms of the order.
26 One, you are not to apply for Czechoslovakian passports without leave of the Court. Two,
27 neither you nor Ms. Rensonnet are to take the children outside the country, without prior
28 leave of the Court. Okay?

29
30 MR. UTTL: And three that the passports of the children are
31 relinquished to her lawyer.

32
33 THE COURT: Okay.

34
35 MR. UTTL: Well, I mean she doesn't have a lawyer or --

36
37 MS. RENSONNET: I don't mind.

38
39 THE COURT: Yes, that's fine Mr. Uttl, she can -- she'll
40 tender -- I will give Ms. Rensonnet two weeks to tender the passports to Ms. Davis'
41 office.

1
2 MR. UTTL: And one other thing I would like to mention is,
3 my position is, that the children need both parents --
4
5 THE COURT: Yes --
6
7 MR. UTTL: -- and that it be 50/50, you know, half --
8
9 THE COURT: -- yes that is going to be determined at trial,
10 Mr. Uttl. I know what your position is.
11
12 MR. UTTL: Please let me finish the sentence.
13
14 THE COURT: Okay.
15
16 MR. UTTL: I'm not going to take the children away from
17 their mother. What I want, is I want 50 percent access. I'm not saying I want 100 percent
18 access and exclude the mother. I believe the mother's important to the children, as much
19 as the father is. That's the subject of the application before the Court.
20
21 THE COURT: Thank you.
22
23 MR. UTTL: So any thought that I might take the children
24 away somewhere are --
25
26 THE COURT: Directed towards that, it's never directed against
27 that. Anything that you do is never to give Ms. Rensonnet less than 50 percent access, is
28 that fair to say?
29
30 MR. UTTL: No, that's fair to say.
31
32 THE COURT: Okay. Thank you Mr. Uttl. That is -- I happen
33 to agree with you actually wholeheartedly, but I will not be the trial Justice and I will not
34 be hearing that evidence. So Ms. Rensonnet, something further?
35
36 MS. RENSONNET: May I just ask one additional --
37
38 THE COURT: If you can stand up please?
39
40 MS. RENSONNET: Sorry --
41

1 THE COURT: Yes that's fine.

2

3 MS. RENSONNET: -- would it be possible that he write a notarized
4 letter to the Czech Consulate that they notify me in case of any applications? Because the
5 consulate can't tell me anything, they're not allowed to speak to me.

6

7 THE COURT: Ms. Rensonnet, I have nothing to go on that
8 would cause me to send -- to direct Mr. Uttl to send such a notarized letter. You have a
9 concern, that's all you have, okay.

10

11 MS. RENSONNET: Fair enough.

12

13 THE COURT: We've addressed it. Okay. I believe Mr. Uttl
14 when he says he would not try to take the children away from their mother 100 percent.

15

16 **Submissions by Ms. Rensonnet**

17

18 MS. RENSONNET: And one small matter, yesterday again -- when
19 Mr. Uttl picked up the children in the morning, he once again served me documents
20 ostentatiously in front of the children, with a camera suction cup to the car window, the
21 whole bit. Can I please have an order that he can't serve me with the children present? I
22 know my address for service is my house, but there are so many other ways to serve than
23 in front of the children, please?

24

25 THE COURT: Can there possibly be a concern with that,
26 Mr. Uttl?

27

28 MR. UTTL: Yes there is. Ms. Rensonnet --

29

30 THE COURT: You need to serve Ms. Rensonnet with legal
31 documents in front of your children?

32

33 MR. UTTL: No (INDISCERNIBLE) --

34

35 **Order (Service in Front of Children)**

36

37 THE COURT: Okay. Then that's fine. Then there will be an
38 order that you not serve Ms. Rensonnet in front of the children.

39

40 MR. UTTL: My Lady, I (INDISCERNIBLE) the consent
41 order, this has been done three times.

- 1
- 2 THE COURT: What has been done three times?
- 3
- 4 MR. UTTL: I served Ms. -- I have to drive there, to
5 Ms. Rensonnet's residence so it's a convenient time to give her envelope with papers.
- 6
- 7 THE COURT: Okay, well it isn't anymore. You're not
8 serving Ms. Rensonnet with legal documents or any documents in front of your children.
9 It's harmful to your children Mr. Uttl. They do not need any further confirmation that
10 their parents are fighting.
- 11
- 12 MR. UTTL: My Lady, Ms. Rensonnet served -- gave me an
13 envelope, this is a year ago, in front of the children, was a non-issue. She gave me --
- 14
- 15 THE COURT: Mr. Uttl, I don't -- this isn't a tit-for-tac court
16 hearing --
- 17
- 18 MR. UTTL: I know --
- 19
- 20 THE COURT: -- you just did it last week, correct?
- 21
- 22 MR. UTTL: No?
- 23
- 24 THE COURT: No, you did not serve Ms. Rensonnet with
25 documents in front of your children this week or last week? Sorry when was it?
- 26
- 27 MS. RENSONNET: Yesterday.
- 28
- 29 THE COURT: Yesterday?
- 30
- 31 MR. UTTL: Two weeks ago I --
- 32
- 33 THE COURT: Yesterday, yesterday Mr. Uttl, did you serve
34 Ms. Rensonnet with documents in front of your children yesterday?
- 35
- 36 MR. UTTL: I gave Ms. Rensonnet an envelope with
37 documents --
- 38
- 39 THE COURT: M-hm --
- 40
- 41 MR. UTTL: -- and asked her to take it and she took the

1 envelope and that was the end of it.

2

3 THE COURT:
4 way?

And did you videotape that or record it in some

5

6 MR. UTTL:
7 --

Both parties are recording every child exchange

8

9 THE COURT:

No, did you -- Mr. Uttl, did you --

10

11 MR. UTTL:

I did.

12

13 THE COURT:

14 don't know if you've ever served Mr. Uttl, but please do not. So there will be a mutual
15 clause, Mr. Uttl, no service documents on either biological parent of any kind in front of
16 the children for any reason.

17

18 MR. UTTL:

19 My Lady, Ms. Rensonnet, has a order she can
20 send by email. Can I get the same order, serve Ms. Rensonnet by email --

21

22 THE COURT:

Yes?

23

24 MR. UTTL:

25 -- she already agreed in some writing of hers
26 that she wants to be served any other way --

27

28 THE COURT:

29 Sorry, is there any concern with Mr. Uttl
30 serving you by email, Ms. Rensonnet?

31

32 MS. RENSONNET:

No I've already told him he can.

33

34 THE COURT:

Yes --

35

36 MS. RENSONNET:

He just wants an order and I said just go ahead.

37

38 MR. UTTL:

There wasn't an order --

39

40 THE COURT:

Fine, we'll put it in the order Mr. Uttl.

41

42 MR. UTTL:

43 -- that both parties can serve each other by
44 email.

45

1 THE COURT:

Yes.

2

3 MR. UTTL:

Ms. Rensonnet never consented. I sent the

4 orders three times.

5

6 THE COURT:

Okay, don't serve documents and involve your children in this litigation in any way Mr. Uttl, it's harmful to them. You're a very bright man, I can tell that, you're very articulate. Do some research online, what this kind of fight does to children, is now sociologically and psychologically documented. It's harmful. This isn't -- I'm not a psychologist, I'm not a social worker, it's not my place to --I can't give you all the verbiage, but please do some research on your own. They will have long lasting effects from what is going on here. Exerting your rights is one thing, but dragging your children into it, is quite another.

14

15 MR. UTTL:

I never drag my children into it.

16

17 THE COURT:

Okay. We'll don't --

18

19 MR. UTTL:

I'd --

20

21 THE COURT:

-- I'm going to believe you Mr. Uttl, don't then.

22

23 MR. UTTL:

So can you put a clause in the order that I can

24 serve Ms. Rensonnet by email?

25

26 THE COURT:

Yes, yes.

27

28 MR. UTTL:

Thank you.

29

30 **Order (Email Service)**

31

32 THE COURT:

You will both be allowed to serve each other by email from this day forward. Okay.

34

35 MR. UTTL:

I just want to bring to your attention that I sent that consent order to Ms. Rensonnet a couple of months ago --

37

38 THE COURT:

Okay and I'm sure you did, but I'm sure it included a million other clauses that were objected to. Never mind Mr. Uttl, that doesn't require a response. Thank you. We'll see you on June 16th. We're adjourned.

41

1 THE COURT CLERK:

Order in court.

2

3

4 PROCEEDINGS ADJOURNED UNTIL THE 16TH OF JUNE, 2015

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1 Certificate of Record

2

3 I, Heather O'Hara, certify that this recording is the record made of the evidence of the
4 proceedings in the Court of Queen's Bench held in courtroom 1401 at Calgary, Alberta,
5 on the 29th day of May, 2015 and that I was the Court official in charge of the
6 sound-recording machine during the proceedings.

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1 **Certificate of Transcript**

2

3 I, Su Zaherie, certify that

4

5 (a) I transcribed the record, which was recorded by a sound recording machine, to the best
6 of my skill and ability and the foregoing pages are a complete and accurate transcript of
7 the contents of the record, and

8

9 (b) the Certificate of Record for these proceedings was included orally on the record and
10 is transcribed in this transcript.

11

12

13

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14

Su Zaherie, Transcriber

15

Order No. 6073-15-1

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35 Pages: 31

36 Lines: 1284

37 Characters: 33766

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39 File Locator: b47805d60af611e590c40017a4770810

40 Digital Fingerprint: 50a4ba55aac85c71f90e6fa2f411cb2803ea0591955db051da370bfe1cdde865

41

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Total Billable Characters:	33766
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