

**LOCKE V. LOCKE 05-2017-DR-054881 05-2020-DR-036701**

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**PAIGE ANN LOCKE vs MICHAEL BASS LOCKE**  
**Motion to Dissolve Injunction on 04/22/2022**

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT,  
IN AND FOR BREVARD COUNTY, FLORIDA

CASE NO.: 05-2020-DR-036701-XXXX-XX  
05-2017-DR-054881-XXXX-XX

PAIGE ANN LOCKE,  
  
Petitioner,  
  
versus  
  
MICHAEL BASS LOCKE,  
  
Respondent.

TRANSCRIPT OF MOTION TO DISSOLVE INJUNCTION  
and  
EMERGENCY MOTION FOR CONTEMPT AND ENFORCEMENT

DATE: April 22, 2022

PLACE: Moore Justice Center  
2825 Judge Fran Jamieson Way  
Viera, Florida 32940

BEFORE: Honorable Jessica j. Recksiedler  
Circuit Judge

These proceedings were digitally recorded and the  
following was transcribed by:

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**PAIGE ANN LOCKE vs MICHAEL BASS LOCKE**  
**Motion to Dissolve Injunction on 04/22/2022**

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2

FOR THE PETITIONER:

3

4 DEBORAH SMITH, ESQUIRE  
1980 N Atlantic Ave, Suite 601  
Cocoa Beach, Florida 32931

5

6

FOR THE RESPONDENT:

7

LESLIE FERDERIGOS, ESQUIRE  
10454 Birch Tree Lane  
Windermere, Florida 34786-8013

8

9

ALSO PRESENT:

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PAIGE ANN LOCKE, Petitioner  
MICHAEL BASS LOCKE, Respondent

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**PAIGE ANN LOCKE vs MICHAEL BASS LOCKE**  
**Motion to Dissolve Injunction on 04/22/2022**

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1     VIERA, FLORIDA, APRIL 22, 2022

2             (Whereupon, these proceedings were transcribed  
3     from a digital recording.)

4             NOTE - Every effort has been made to  
5     correctly identify speakers, but due to the nature  
6     of recordings this is sometimes impossible.

7             NOTE - Efforts have been made not to  
8     transcribe any obvious attorney/client privileged  
9     conversations, and transcriptionist is not  
10    responsible for any inadvertent transcription of  
11    such conversations.

12            (Whereupon, the following proceedings were had  
13    before the Court:)

14            THE COURT:  -- we'll take care of that  
15    first.  The other case, the 2017-DR-54881,  
16    regarding the emergency motion, we'll take care of  
17    after.  All right.

18            So, essentially, Ms. Ferderigos -- so, just  
19    for the record, we both have Ms. Smith for the  
20    Petitioner, Ms. Ferderigos for Respondent.  And  
21    it's your motion to resolve and void the  
22    injunction, so you may proceed.

23            MS. FERDERIGOS:  Okay, Your Honor.  I don't  
24    need to do an opening.  I was just going to go  
25    into testimony.

1           THE COURT: That's totally fine. I've read  
2           -- I'm very familiar with this case.

3           MS. FERDERIGOS: Okay.

4           THE COURT: And I also read the motion.

5           MS. FERDERIGOS: Okay. I would like to call  
6           Paige Locke as my first witness.

7           THE COURT: Okay.

8           MS. FERDERIGOS: And Your Honor, would you  
9           like me to stand at the podium or sit here?

10          THE COURT: Well, you can stand there or you  
11          can stand at the podium, but I just prefer that  
12          you stand.

13          MS. FERDERIGOS: Stand. Okay. I go to the  
14          podium.

15          THE COURT: Ms. Locke, if you could come  
16          forward, raise your right hand, and be ready to be  
17          sworn.

18          (Whereupon, the witness approaches the clerk to  
19          be sworn.)

20          THE CLERK: Raise your right hand, please.

21          Do you solemnly swear or affirm the  
22          testimony you shall give in this matter will be  
23          the truth, the whole truth, and nothing but the  
24          truth, so help you, God?

25          MS. LOCKE: Yes.

1 THE COURT: You may have a seat, ma'am.

2 (Whereupon, the witness was seated on the  
3 witness stand.)

4 MS. FERDERIGOS: May I proceed, Your Honor?

5 THE COURT: You may.

6 MS. FERDERIGOS: Okay.

7 WHEREUPON,

8 PAIGE ANN LOCKE,

9 Having first been duly sworn, testified upon  
10 her oath, as follows:

11 DIRECT EXAMINATION

12 BY MS. FERDERIGOS:

13 Q. Ms. Locke, it is true that you -- or that  
14 Mr. Locke has received health care services from the  
15 Viera VA clinic, correct?

16 A. Yes.

17 Q. Okay. And Mr. Locke has received these  
18 services for 14 -- around 14 years, correct?

19 A. I don't believe so, no.

20 Q. He received these services while you were  
21 married to him, from the --

22 A. In the beginning of our marriage, yes.

23 Q. Okay. And Mr. Locke went at least monthly for  
24 these services at the Viera VA clinic, correct?

25 A. I don't believe so, no.

1 Q. How often do you recall him going there?

2 A. I recall him going once.

3 Q. One time?

4 A. Yes.

5 Q. Wasn't he going for mental health issues?

6 A. He was receiving mental health from Kristen  
7 Wallace, I believe. She's not part of the VA.

8 Q. And was this during your marriage?

9 A. Yes.

10 Q. And there would -- there would not have been  
11 another VA clinic, would there have been, for Mr. Locke  
12 to go to in this area?

13 A. In Brevard County?

14 Q. Correct.

15 A. There is a clinic in Palm Bay.

16 Q. Okay. But you had no knowledge of Mr. Locke  
17 ever going to Palm Bay, correct?

18 A. I do not, no.

19 Q. And you were seeking employment in 2020,  
20 correct?

21 A. No.

22 Q. What year was that, that you were seeking  
23 employment?

24 A. I was not seeking employment. I was contacted  
25 by the VA and I was offered a job. It was not -- I did

1 not apply for the job.

2 Q. So, how did the VA know who you were to ask you  
3 for a job?

4 A. I worked with them regularly through the  
5 hospital, when I worked at Holmes Regional.

6 Q. And when exactly did they contact you?

7 A. Oh, man. That would have been probably  
8 November, maybe October, of 2020.

9 Q. Okay. And this was while there was an active  
10 injunction against Mr. Locke, correct?

11 A. It was while Mr. Locke was incarcerated.

12 Q. Okay. But there was an injunction, as well?

13 A. Yes.

14 Q. And you never -- you were never informed that  
15 Mr. Locke was no longer receiving services from Viera VA  
16 clinic, were you?

17 A. No.

18 Q. And you accepted the job at Viera VA clinic,  
19 correct?

20 A. Ten months later, yes.

21 Q. Okay. And what are your hours at Viera VA  
22 clinic?

23 A. Eight AM to 4:30 PM, Monday through Friday.

24 Q. And those would be along the same hours that if  
25 Mr. Locke were to have to go to the Viera VA clinic, he

1 would have to go, correct?

2 A. I don't know.

3 Q. Those are the operating hours of the Viera VA  
4 clinic?

5 A. No, seven to five and Saturdays they are open  
6 from seven to noon.

7 Q. Okay. And you knew that there was at least a  
8 possibility that you could have seen Mr. Locke at this  
9 facility, correct?

10 A. Yes.

11 Q. And when you -- when you exchanged your  
12 children at school or daycare, were there other parents  
13 and faculty around?

14 A. At which time?

15 Q. Any time you did exchanges at the school or at  
16 a daycare?

17 A. Sometimes yes and sometimes no.

18 Q. Was it more likely that parents and faculty  
19 would be there or less likely?

20 MS. SMITH: I'm going to object to the  
21 question. You need to narrow it, in terms of  
22 time.

23 THE COURT: What's the -- what's the legal  
24 objection?

25 MS. SMITH: It's not clear.

1 MS. FERDERIGOS: I can restate it.

2 THE COURT: Okay.

3 BY MS. FERDERIGOS:

4 Q. Ms. Locke, what were the times that you  
5 exchanged your kids at the daycare or the school?

6 A. I believe it was six o'clock.

7 Q. At night or in the morning?

8 A. At night.

9 Q. At night?

10 A. Hm-hmm.

11 Q. Was it always six o'clock at night that you  
12 exchanged?

13 A. I don't recall, it's been years.

14 Q. Did you ever exchange the kids after school?

15 A. I don't recall. I -- after school, six o'clock  
16 is after school, so, yes.

17 Q. At the close of school, when the school was  
18 actually letting out, did you ever exchange the kids  
19 then?

20 A. Are we talking about the Child Development?

21 Q. Well, we'll start with the Child Development.

22 A. They closed at eight o'clock.

23 Q. At night?

24 A. Yes, ma'am.

25 Q. Okay. So, when you would exchange the kids,

1     there would be faculty there, correct?

2             A.   Inside the building, yes.  We exchanged outside  
3     the building.

4             Q.   Okay.  And at school, what time did you  
5     exchange the kids?

6             A.   Which school?

7             Q.   At the school, did you ever -- either child.  
8     Did they ever attend any other institution than a  
9     daycare?

10            A.   Yes, but we did not exchange at the school.

11            Q.   Was this -- was there an injunction in place at  
12     this point?

13            A.   Yes.

14            Q.   So, did -- the times that there wasn't an  
15     injunction in place, then you would have exchanged at  
16     the daycare, correct?

17            A.   Yes.

18            Q.   And it is true that your final judgment  
19     actually mandates that you exchange either at daycare,  
20     school, or Mr. Locke's father's home, correct?

21            A.   I don't believe so.

22                   MS. FERDERIGOS:  Your Honor, I'd just like  
23     to take judicial notice to the final judgment that  
24     was entered.

25                   THE COURT:  So taken.

1 MS. FERDERIGOS: Okay.

2 THE COURT: Actually, I take judicial notice  
3 of the entire court file for both cases.

4 MS. FERDERIGOS: Okay.

5 BY MS. FERDERIGOS:

6 Q. And yet you, on October 29th, in an Our Family  
7 Wizard text message, you had actually told Mr. Locke to  
8 meet you at a ballpark, correct?

9 A. In 2019?

10 Q. Correct.

11 A. I don't recall the exact content. Would you  
12 like me to recount the situation?

13 Q. I actually can refresh your recollection, if  
14 you'd like.

15 A. If you could.

16 MS. FERDERIGOS: Your Honor, may I approach?

17 THE COURT: Yes, what are you approaching  
18 with?

19 MS. FERDERIGOS: This is an Our Family  
20 Wizard.

21 THE COURT: Okay. And do you want to --  
22 please show Ms. Smith.

23 MS. FERDERIGOS: Yes.

24 MS. SMITH: Refresh recollection has to do  
25 with a statement that was made under oath. That's

1 not an appropriate refresh of recollection.

2 THE COURT: Overruled. Anything can be used  
3 to refresh recollection. So, overruled.

4 MS. FERDERIGOS: Did you want to take a look  
5 at it?

6 (Whereupon, Ms. Ferderigos shows document to  
7 Ms. Smith.)

8 MS. FERDERIGOS: May I approach?

9 THE COURT: You may.

10 (Whereupon, Ms. Ferderigos hands document to  
11 the witness.)

12 THE WITNESS: Thank you.

13 BY MS. FERDERIGOS:

14 Q. Ms. Locke, do you recognize that written  
15 communication in Our Family Wizard, between you and  
16 Mr. Locke?

17 A. I do.

18 Q. Does it refresh your recollection as to whether  
19 or not you initiated meeting for an exchange at a  
20 ballpark?

21 A. I indicated I can meet you at Rhodes Park at  
22 6:30 or I can meet you at the daycare at 5:40.

23 Q. So, you offered to meet him at the ballpark,  
24 correct?

25 A. Or the daycare, correct.

1           Q.   Okay.  And you -- had you been to the ballpark  
2   before?

3           A.   I grew up in West Melbourne, I've been there  
4   for 40 years.

5           Q.   And what time of day was this that you were  
6   going to the ball -- or that you were initiating  
7   possibly exchanging at the ballpark?

8           A.   The message says I can meet you at Rhodes Park  
9   at 6:30-ish, so I imagine it was 6:30-ish.

10          Q.   And do you know if it was a weekday or weekend?

11          A.   Well, we were in daycare, so it was likely a  
12   weekday, but I can't say for certain.

13          Q.   Okay.  And you -- you wouldn't know, with  
14   certainty, whether or not anybody would be present at  
15   that ballpark, would you?

16          A.   I was going for my daughter's softball  
17   practice, so I assume that there would be people  
18   present.

19          Q.   And what -- so your daughter was actually  
20   playing softball the particular night that you did this  
21   exchange?

22          A.   I believe it -- it was either a game or a  
23   practice.  Oh, it was a game.  Yeah, she had a softball  
24   game at Rhodes Park.

25          Q.   And where exactly did you do the exchange at

1 the ballpark?

2 A. Initially, I don't know if you're familiar with  
3 the ballpark. There is a circular road that runs  
4 through it. Initially, I parked on the side of the main  
5 road and waited for Mr. Locke at that point.

6 Q. Okay. And you didn't have a police escort you,  
7 did you?

8 A. No.

9 Q. You arrived alone to exchange your child?

10 A. I was trying to -- do you want me to go into  
11 narrative or --

12 Q. No, I'm just -- I'm just asking, as far as  
13 another adult being present. It's a yes or no question.

14 A. No.

15 Q. You didn't have anybody else present?

16 A. There was approximately 200 people at the park.  
17 So, present, like, in the car with me, no.

18 Q. Okay. And is this -- and you took a video of  
19 this, didn't you?

20 A. The end of it, I did, yes.

21 Q. And that was what you brought to the court for  
22 the trial, correct?

23 A. Yes.

24 Q. And nobody else appeared in that video, did  
25 they?

1 THE COURT: The Court is aware of the video.

2 MS. FERDERIGOS: Okay.

3 THE COURT: I already saw the video.

4 MS. FERDERIGOS: That's okay. I won't get  
5 into that then. Okay.

6 BY MS. FERDERIGOS:

7 Q. And it is true that you also, during one of the  
8 exchanges, had waited at Mr. Locke's father's home until  
9 Mr. Locke arrived, correct?

10 A. I'm sorry?

11 Q. In one of the exchanges that you had with  
12 Mr. Locke, during or around the same time, 2019, or  
13 2020 --

14 A. Absolutely not.

15 Q. You never waited until Mr. Locke arrived at his  
16 father's house for him to get there?

17 A. Is your concept of around the same time a year  
18 later?

19 Q. I'm sorry, I'm not understanding your answer.

20 A. The incident to which you're referring was a  
21 year following this. The incident to which you're  
22 referring was the basis for my entire injunction.

23 Q. And that particular day, you actually waited  
24 for Mr. Locke to get to the house, didn't you?

25 A. No.

1 Q. You didn't?

2 A. I arrived at the time that I was suppose to  
3 arrive and his father told me, "Are you sure you have  
4 the right day, because I haven't heard from him and he  
5 hasn't shown up." And at that point, he arrived. So,  
6 no, I was not waiting for him.

7 Q. Okay. But you didn't have to stay there, did  
8 you?

9 A. I was mid-conversation with his father, trying  
10 to determine the whereabouts of my children.

11 Q. And Mr. Locke has not, aside from responding to  
12 you -- since the injunction has been put into place,  
13 Mr. Locke has not initiated any communication with you,  
14 has he?

15 A. He has frequently initiated communication with  
16 me.

17 Q. In regards to what, and when was this?

18 A. The exact dates, you've already noticed the  
19 court files, so look at the violation of injunctions.  
20 That would be all included in there. I would need to  
21 refresh my recollection again.

22 Q. Are you -- are you able to communicate with him  
23 in regards to parenting issues?

24 A. Yes.

25 Q. And so, was the nature of Mr. Locke's

1 communication with you in regards to parenting issues?

2 A. No, it was in regards to lyrics to a song where  
3 he talks about stalking me. It was in regards to other  
4 threatening messages. And most recently, I believe it  
5 was two weeks ago, he referred to me as "Curvy Maggie --  
6 [indiscernible] -- so, no, I do not think that that  
7 pertains to our parenting.

8 Q. And you have those written communication here  
9 today?

10 A. Yes, the Judge would have access. It's through  
11 Our Family Wizard, as ordered.

12 Q. And this was in the last year?

13 A. This was two weeks ago.

14 Q. And you reached out to Mr. Locke just  
15 yesterday, correct?

16 A. Yes.

17 Q. And when you petitioned for this injunction,  
18 you were actually going through a dissolution of  
19 marriage, correct?

20 A. No, the marriage had been -- well, I guess it  
21 had been since 2017. So, I -- yes, most of the last  
22 five years, we've been going through a dissolution of  
23 marriage.

24 Q. Okay. And you're no longer going through a  
25 dissolution of marriage, correct?

1 A. Correct.

2 Q. Okay. And isn't it true that you want the  
3 injunction to remain in place because you fear the  
4 possibility of future harm perpetrated by Mr. Locke?

5 A. Yes.

6 Q. Is that everything? Is it the possibility of  
7 future harm or anything else?

8 A. I'm not sure what else it would be.

9 Q. Okay.

10 MS. FERDERIGOS: I have no further  
11 questions.

12 THE COURT: Cross?

13 CROSS EXAMINATION

14 BY MS. SMITH:

15 Q. Ms. Locke, this case has been going on -- the  
16 divorce case went on for an inordinate amount of time;  
17 would you agree with me?

18 A. Yes.

19 Q. During -- in the beginning, in the early time  
20 of 2017, 2018, where were the exchanges done of the  
21 children?

22 A. Initially, we exchanged children at -- well, at  
23 various places. It's been so many years, I can't recall  
24 which years we did which things. We've exchanged them  
25 at each other's homes, we've exchanged them at the

1 daycare, we've exchanged them in public meeting places.

2 Q. Okay. And did there come a time when you  
3 agreed through a stipulation that the exchanges would  
4 either be at the sheriff's precinct in Melbourne or that  
5 Mr. Locke would drop the children off, or you, at his  
6 dad's house, leave, and then the other parent would come  
7 and pick them up. Was that sort of a progression?

8 A. Yes.

9 Q. Okay. And was that progression necessary as a  
10 result of behaviors that caused you concern on the part  
11 of Mr. Locke?

12 A. Yes.

13 Q. Okay. We're all familiar with the -- let's go  
14 back. You were contacted, you testified, by the VA and  
15 offered a job, correct?

16 A. Correct.

17 Q. And was it a good job?

18 A. Yes.

19 Q. Was it the best job you've ever been offered?

20 A. Yes, ma'am.

21 Q. Was it the most money you've ever been offered?

22 A. Yes.

23 Q. Were the benefits the best you've ever had?

24 A. Absolutely.

25 Q. Okay. And the reason that you took that job

1 was to support your family and run your household in the  
2 best financial way you knew how?

3 A. Yes.

4 Q. Okay. And during the marriage, you testified  
5 earlier, that Mr. Locke was not treating with the VA for  
6 a time; is that correct?

7 A. Correct.

8 Q. Okay. And then, is it your understanding that  
9 there was a time when Mr. Locke was treating through  
10 Tele-Health?

11 A. Correct.

12 Q. Okay. And did -- if you had not accepted the  
13 job, it would have affected you financially; is that  
14 correct?

15 A. Yes.

16 Q. Okay. Let's talk a little bit about the  
17 exchange at the ballpark. I want you to recall, were  
18 there -- were there interactions between you and  
19 Mr. Locke where you had agreed to exchange the children  
20 earlier in the day?

21 A. Yes.

22 Q. And did that happen?

23 A. No, he responded and said he would meet me at  
24 the park at 6:30.

25 Q. Okay. Were you comfortable with that?

1           A. At the time, yes, thinking it was a public  
2 place with high visibility.

3           Q. Okay. And when you got to the -- you know, at  
4 the location of the exchange, was Mr. Locke there?

5           A. Mr. Locke was there, because he came up on my  
6 bumper at far more than 30 miles an hour, tailed me,  
7 swerved around me on a two-lane road with my child in my  
8 car and my other two children in his, and blew past me.  
9 So, I was very much aware he was in the park.

10          Q. Okay. And then you had to follow him to where  
11 he stopped so you could exchange the children?

12          A. I could not find him, so I parked on the main  
13 circle road, in view of the ballpark parents.

14          Q. How did you find him?

15          A. He texted me and insisted that I meet him in  
16 the secluded parking lot.

17          Q. Okay. And was the secluded -- were there any  
18 people in this parking lot?

19          A. No.

20          Q. Was it dark?

21          A. Yes.

22          Q. Did Mr. Locke exchange the children in a manner  
23 that you were comfortable with?

24          A. No.

25          Q. Okay.

1 MS. SMITH: And I would ask the Court to --

2 THE COURT: I already remember the videos.

3 MS. SMITH: Okay.

4 THE COURT: I already remember my ruling  
5 regarding the subject matter.

6 BY MS. SMITH:

7 Q. And when -- there came a time when you yelled  
8 at Mr. Locke to back off. Were you -- were you afraid?

9 A. Very much.

10 Q. Okay. And Mr. Locke, did he do as you asked?

11 A. Initially he stopped and then he began  
12 screaming at me as I pulled away. I parked my car  
13 behind a dumpster and I called 911.

14 Q. Okay.

15 THE COURT: We already went through all of  
16 this during the testimony.

17 MS. SMITH: Okay.

18 BY MS. SMITH:

19 Q. Then let's move up to the day that the Court  
20 has seen video of Mr. Locke pulling up behind --  
21 forgetting to put the car in park. The kids are in the  
22 car. The car is moving. He's flailing his arms. Where  
23 -- where were you?

24 THE COURT: With all due respect, Ms. Smith,  
25 I saw the video.

1 MS. SMITH: Okay.

2 THE COURT: So the Court can take my own  
3 characterization, rather than your  
4 characterization.

5 BY MS. SMITH:

6 Q. Would it be -- you were there to pick up the  
7 kids, right?

8 A. Correct.

9 Q. And had the court order been followed,  
10 Mr. Locke would have dropped the kids off with his dad,  
11 you would have picked them up, and things could have  
12 gone smoothly, correct?

13 A. It's about a 10-minute window between him  
14 dropping off and me picking up, yeah.

15 Q. Okay. And but for him not complying with the  
16 court order, that whole scene would have been avoided,  
17 correct?

18 A. Correct.

19 Q. Okay. There -- at the current time, when the  
20 injunction first was entered, did Mr. Locke comply with  
21 it?

22 A. When it was first entered --

23 Q. When the temporary injunction was put into  
24 place, did he discontinue communicating with you?

25 A. No.

1 Q. Okay. And did you report that to law  
2 enforcement?

3 A. Yes.

4 Q. Okay. And is it your understanding that there  
5 is a pending for violation of a pending domestic  
6 violence injunction?

7 A. Multiple charges, yes.

8 Q. Okay. Your -- does Mr. Locke continue to  
9 contact you in violation of the injunction?

10 A. Yes.

11 Q. Okay. And does he continue to contact you on  
12 issues that are not regarding the children?

13 A. Correct.

14 Q. Okay. Does he continue to send you lyrics to  
15 songs?

16 A. He sends me quotes. I'm not sure what they're  
17 from.

18 Q. Okay. Does he send you notes on websites to  
19 contact?

20 A. Yes.

21 Q. Okay. And anything having to do with the  
22 children?

23 A. No.

24 Q. And most recently, did he send you information  
25 regarding -- or most recently, you had Wilder, a medical

1 bill, that you shared with Mr. Locke, correct?

2 A. Yes.

3 Q. And when was that?

4 A. Yesterday.

5 Q. Okay. And did -- and did you tell him that you  
6 had paid, and what you'd pay, and what he should pay?

7 A. I submitted the bill through Our Family Wizard  
8 so it alerts him that he is responsible for half, which  
9 would have been \$50. I did not send an accompanying  
10 message.

11 Q. Okay. And did Mr. Locke indicate to you  
12 whether he planned to pay the bill or not?

13 A. He sent me back a very descriptive message  
14 about different things he owed me money for and  
15 different things being addressed in court, and  
16 ultimately said no, he does not intend to pay me.

17 Q. Okay. So, would it be fair to say that  
18 Mr. Locke continues to violate the injunction that's in  
19 place right now by contacting you about matters that  
20 have nothing to do with the children?

21 A. Yes.

22 Q. Is Mr. Locke disparaging of you in -- in his  
23 communications with you?

24 A. Yes.

25 Q. And are you comfortable with -- let's go back.

1 When the injunction was entered, okay, did life quiet  
2 down a bit for you and the children, with regard to his  
3 behaviors?

4 A. After the initial violations, yes.

5 Q. Okay. And do you feel that -- do you continue  
6 to feel that he -- that if that injunction is lifted,  
7 that you will start to receive, you know, once again,  
8 e-mails from him that you're not comfortable with?

9 A. Yes.

10 Q. Okay. Now, let's talk a little bit about some  
11 of the lyrics that you've -- you've received. We're not  
12 talking about Here Comes Peter Cottontail, correct?

13 A. Correct.

14 Q. We're talking about lyrics. You know, can you  
15 give me some examples of things that you've received  
16 that you believe were lyrics, from Mr. Locke, that were  
17 of concern to you?

18 A. He sent me lyrics to a song, I think it's  
19 called Boogieman, by Rob Zombie.

20 THE COURT: I'm sorry?

21 THE WITNESS: Boogieman, by Rob Zombie. It  
22 is in the criminal case file as one of the  
23 injunctions that he entered, the lyrics to that,  
24 about stalking and following, and haunting, and  
25 other words that don't elicit a friendly tone.

1 BY MS. SMITH:

2 Q. Okay. And it -- does there continue to be a  
3 court order that prohibits Mr. Locke from contacting you  
4 in the criminal side of the cases?

5 A. Yes.

6 Q. Okay. So, that is also being violated on a  
7 regular basis?

8 A. Yes.

9 Q. The motion to dissolve and void the injunction  
10 alleges that since the entry of the final judgment, that  
11 you have met Mr. Locke at a ballpark; is that correct?

12 A. No.

13 Q. That since the entry of a -- the final  
14 judgment, that you have waited for Mr. Locke at his  
15 father's house until he arrived?

16 A. No.

17 Q. And that you violated the injunction.

18 A. No.

19 Q. Okay. In fact, all this occurred prior to the  
20 injunction, correct?

21 A. Correct.

22 Q. All right. And what effect does it have on you  
23 when you receive e-mails or communications from  
24 Mr. Locke with what we'll term as "creepy lyrics," does  
25 it bother you?

1           A. I have a physical response. I get anxiety,  
2 shortness of breath, sweaty palms. So, it effects my  
3 life every time.

4           Q. Does it cause you to lose sleep?

5           A. Yes.

6           Q. Does it cause you to be restless and hyper  
7 aware of your surroundings?

8           A. Yes.

9           Q. Okay. In fact, when -- and when Mr. Locke has  
10 come to the VA for his treatment, do you know -- how  
11 many times did he come for treatment since the entry of  
12 the -- strike -- strike that -- since you started  
13 working for the VA?

14          A. One time.

15          Q. One time. Okay.

16          A. In seven months.

17          Q. In seven months. Okay. And did that -- that  
18 worked out with advance notice, correct?

19          A. Law enforcement had me lock myself in my office  
20 and stood outside my door until he left the premises.

21          Q. Okay. So, that works out, he can continue to  
22 get his treatment --

23          A. Yes, ma'am.

24          Q. -- as long as you have advance notice. And is  
25 your employer willing to work with you on that?

1           A.   Very much.

2           Q.   Okay.   Thank you.

3                   THE COURT:   Redirect?

4                   MS. FERDERIGOS:   Yes.

5                               REDIRECT EXAMINATION

6   BY MS. FERDERIGOS:

7           Q.   Ms. Locke, isn't it true that on January 8th of  
8   2022, in Our Family Wizard, that you testified earlier  
9   that is here today?   You have Our Family Wizard,  
10   correct?

11          A.   Yes.

12          Q.   That you actually stated that you took a \$7,000  
13   pay cut to work for the VA?

14          A.   The VA does not offer overtime.

15          Q.   Okay.   But did you or did you not, in Our  
16   Family Wizard, on January 8th of 2022, state that you  
17   took a \$7,000 pay cut to work for the VA?

18          A.   Yes.

19          Q.   And you believe Mr. Locke is dangerous,  
20   correct?

21          A.   Yes.

22          Q.   But yet you invited the possibility of running  
23   into this dangerous person when you took the job at the  
24   VA, didn't you?

25          A.   Yes.

1           Q. And you just testified to lyrics being texted  
2 to you. When exactly were these lyrics texted to you?

3           A. The court file would have it, I don't know.

4           Q. Was it in the last year?

5           A. It was following the filing of the injunction,  
6 probably a couple of weeks afterwards.

7           Q. So, in August of 2020?

8           A. Maybe September, but yeah, around that time.

9           Q. Around that same time. And since then, has he  
10 sent you any of these lyrics that you have testified to?

11          A. He sent me a lengthy quote approximately two  
12 weeks ago. I don't know what it's from because I,  
13 honestly, don't read a good deal of messages he sends me  
14 because the content is irrelevant. So, I'm not entirely  
15 clear what that is from, but it's some lengthy quote  
16 about some -- I honestly can't even recall. I could  
17 look at my phone to see.

18          Q. And when he sent you this lengthy quote, an  
19 injunction was in place, correct?

20          A. Correct.

21          Q. And if somebody violates an injunction, you're  
22 to call the police, correct?

23          A. Yes.

24          Q. You never called the police, did you?

25          A. I notified the States Attorneys office.

1 Q. You never called the police, yes or no?

2 A. No.

3 Q. And you had testified to, just yesterday,  
4 Mr. Locke supposedly sending you disturbing texts in  
5 response to your texts; do you recall that?

6 A. Can you repeat that?

7 Q. You had -- you had testified previously to  
8 Mr. Lockes disturbing texts in response to your text  
9 yesterday?

10 A. I testified that he sent me a text -- yes.  
11 Yes.

12 Q. And how do you -- how do you -- what was the  
13 nature of his response?

14 A. I thought I just testified to that.

15 Q. Tell me what the nature is.

16 A. Sure, the nature of his response, again, was to  
17 elaborate on different things of income, child support,  
18 and the house payments, and some math, and when the  
19 orders went in, and other various things that don't  
20 pertain to the children.

21 Q. Okay. And did those -- that response warrant  
22 you fear of being harmed?

23 A. It causes me anxiety, so, yes.

24 Q. So, his words actually caused you fear of being  
25 harmed; is that correct?

1           A. Any contact from him causes me fear of being  
2 harmed. Being in the same room as him and sitting in  
3 front of him right now is causing me fear of being  
4 harmed.

5           Q. Mr. Locke has not threatened you in any  
6 capacity since the injunction, has he?

7           A. He has, that's why it was violated.

8           Q. What do you classify as a threat?

9           A. Sending me song lyrics threatening to stalk me  
10 and follow me, and whatever else. I'd be happy, again,  
11 to pull up the song lyrics if you would like me to  
12 recite them.

13          Q. Did he actually, in first person, make any  
14 statements that he was going to do something to you?

15          A. He sent that to me, so.

16          Q. He sent you song lyrics back when the  
17 injunction was first filed?

18          A. Yes.

19          Q. Okay. And since that occurrence, he hasn't  
20 done anything that would make you believe that he was  
21 going to harm you, has he?

22          A. He calls me stupid and he sends other  
23 disparaging remarks, and other things that make me  
24 concerned about his mental health. So, yes, on a  
25 regular basis, I am concerned about how he is going to

1 act. I have an alarm at my house that I got because I  
2 am afraid of him. If there is a noise outside my house,  
3 I wake up and check for it. When I walk out into an  
4 open space, I have to stop and look around. Every  
5 single day, that is how it is.

6 Q. When was -- when did he send these texts where  
7 he called you stupid?

8 A. I would have to refer to Our Family Wizard.

9 Q. Was it in the last year?

10 A. Yes.

11 Q. And you brought it today to show the Court?

12 A. It's all in Our Family Wizard. I can -- the  
13 Court can access it.

14 THE COURT: I can't access it.

15 THE WITNESS: Isn't that the point of Our  
16 Family Wizard, that the Judge --

17 THE COURT: It's so that you guys can -- it  
18 can't be altered. I have to have access to  
19 permission to access it.

20 THE WITNESS: Oh, okay. I'm happy to give  
21 permission.

22 THE COURT: [Indiscernible] -- at that  
23 point, so I haven't accessed any of Our Family  
24 Wizard and I'm not set up to read your account.

25 THE WITNESS: Okay.

1                   THE COURT: So, you would have to bring it  
2                   to court in order for me to see it.

3       BY MS. FERDERIGOS:

4           Q. Just one last question. You came to court with  
5       exhibits today that were printed out, correct?

6           A. I came with my cell phone.

7           Q. Do you have knowledge if your attorney came to  
8       court with exhibits?

9           A. She has a good deal of paperwork, so I imagine  
10       she does, but no, I do not have direct knowledge of what  
11       she brought to court.

12          Q. Okay. And those are Family Wizard's documents  
13       that you're referring to are not part of that exhibit,  
14       are they?

15          A. I have no idea because I did not compile her  
16       exhibits.

17          Q. Okay.

18                MS. FERDERIGOS: I have no further  
19       questions.

20               THE COURT: All right. I have some  
21       questions. All right.

22               So, first of all, when you were talking  
23       about the Boogieman, that's -- from White Zombie,  
24       that's what was initially in the warrant from back  
25       in August of 2020?

1 THE WITNESS: Yes, from Melbourne Police  
2 Department.

3 THE COURT: Okay. So, that -- other than  
4 that, there hasn't been any other song quotes that  
5 have been provided?

6 THE WITNESS: There's been quotes, but not  
7 frightening song quotes.

8 THE COURT: Okay. And the one from "I'm  
9 Your Boogieman." It was, "I'm your boogieman,  
10 that's what I am. I'm here to do whatever I can,  
11 be it early morning, late afternoon, or at  
12 midnight, it's never too soon. I want to be with  
13 you. I want to be with you. Yeah, we'll be  
14 together, you and me. I want to see you, get near  
15 you. I want to love you from sun down to sun up."  
16 That's the quote he gave you?

17 THE WITNESS: Yes.

18 THE COURT: All right. And the fact that it  
19 was indicating he wanted to be with you and  
20 wanting to love you, that scares you?

21 THE WITNESS: Absolutely.

22 THE COURT: Now, you had mentioned, in  
23 regards to -- you sent a -- or you were -- there  
24 was -- you sent a bill. And I think it was just  
25 yesterday, you sent a medical bill?

1           THE WITNESS: I said it was yesterday, but  
2   now -- I might have been the day before, but at  
3   the very --

4           THE COURT: It was this week sometime?

5           THE WITNESS: Yes, very recent.

6           THE COURT: Okay. And if I'm understanding  
7   you correctly, his response went through different  
8   things that he was -- that he owed or payments  
9   that he had to make between child support and  
10   other aspects of his income, and indicated he  
11   wasn't going to pay the medical bill?

12          THE WITNESS: It referenced his child  
13   support, the new orders, the home payments or the  
14   mortgage that he makes me -- what he's current on,  
15   what he's not. And after a paragraph about that,  
16   then he says that he's not going to pay the bill.

17          THE COURT: Did it indicate whether or not  
18   there was a deficit in his income or anything of  
19   that, when he was listing all the payments, could  
20   you tell?

21          THE WITNESS: No.

22          THE COURT: And did you read through the  
23   whole, through everything?

24          THE WITNESS: I tried. I'm not sure on -- I  
25   didn't follow up with his math and dates, and

1 things of that nature, but it seems that, "I'm not  
2 going to pay," would have been sufficient.

3 THE COURT: All right. When you say he says  
4 I'm not going to pay, so if he gave, "I'm not  
5 going to pay" without a reason, when that would  
6 have been sufficient for you?

7 THE WITNESS: I would have gone through my  
8 attorney like I have for everything else. That's  
9 what I understood that our communication to be,  
10 only pertaining to the children.

11 THE COURT: All right. And I understand  
12 that, but when you were giving the medical bill --  
13 I guess what I'm trying to figure out is if --  
14 from what I'm understanding, he gave you mortgage,  
15 a listing of different payments that he was having  
16 to make or orders that he was have to make and  
17 then saying, "I'm not going to -- I'm not going to  
18 pay this medical bill."

19 THE WITNESS: Right. He's saying he doesn't  
20 owe me that money, that I owe him money.

21 THE COURT: Okay. Now, there was a mention  
22 of notes on websites to contact you, from your  
23 attorney, is that the stuff that we've previously  
24 discussed during the trial or has there been  
25 anything else different?

1           THE WITNESS: He sends me links to websites  
2 frequently, various -- various things. Some  
3 pertaining to our children and some not.

4           THE COURT: I understood it differently, and  
5 I'm sorry to interrupt you, but --

6           THE WITNESS: Hm-hmm.

7           THE COURT: -- I understood it as he was  
8 giving you notes from other websites, like maybe  
9 Facebook or some other websites, like coming --  
10 contacting you other than by Family Wizard.

11          THE WITNESS: Not -- he has only contacted  
12 me through Our Family Wizard since your order.

13          THE COURT: Okay. And prior to that,  
14 everything else, the way he contacted you was  
15 mentioned during the trial when we were talking  
16 about the other Facebook, with the payments, and  
17 things of that nature?

18          THE WITNESS: Exactly.

19          THE COURT: Okay. I just want to make sure.  
20 Now, you indicated there was a lengthy quote, you  
21 can't recall it, but it was through My Family  
22 Wizard and you notified the State Attorneys  
23 Office, and it was elaborate. What was the --  
24 what was the subject of the quote?

25          THE WITNESS: I've notified the State

1 Attorneys Office on several messages he sent me.  
2 On that quote, I don't know if I have -- I  
3 e-mailed them to the -- Greg Hansen and I don't  
4 typically get a response from him, so this most  
5 recent quote was something about what he wanted  
6 the kids superpower to be.

7 THE COURT: I don't think I have any further  
8 questions. Ms. Ferderigos, do you have questions  
9 based on my questions?

10 MS. FERDERIGOS: No, your Honor.

11 THE COURT: Ms. Smith, do you have questions  
12 based on my questions?

13 MS. SMITH: No, Your Honor.

14 THE COURT: All right. Thank you, ma'am.  
15 You may step down.

16 THE WITNESS: Thank you.

17 (Whereupon, the witness leaves the witness  
18 stand and returns to counsel table.)

19 THE COURT: Your next witness,  
20 Ms. Ferderigos?

21 MS. FERDERIGOS: Yes, Mr. Locke, please.

22 THE COURT: Come forward, sir.

23 (Whereupon, the witness approaches the clerk to  
24 be sworn.)

25 THE COURT: Raise your right hand and be ready

1 to be sworn.

2 THE CLERK: Do you solemnly swear or affirm  
3 you shall give in this matter will be the truth,  
4 the whole truth, and nothing but the truth, so help  
5 you, God?

6 THE WITNESS: I do.

7 THE COURT: You may have a seat.

8 THE WITNESS: Thank you.

9 (Whereupon, the witness was seated on the  
10 witness stand.)

11 MS. FERDERIGOS: May I proceed, Your Honor?

12 THE COURT: You may.

13 WHEREUPON,

14 MICHAEL BASS LOCKE,

15 Having first been duly sworn, testified upon  
16 his oath, as follows:

17 DIRECT EXAMINATION

18 BY MS. FERDERIGOS:

19 Q. Mr. Locke, where do you receive health care  
20 services from?

21 A. At the Viera VA clinic.

22 Q. And how long have you received services from  
23 the Viera VA clinic?

24 A. Since March of 2008.

25 Q. And how often do you go to the Viera VA clinic?

1           A. It used to be monthly, but since the pandemic,  
2 it's converted to where most things are telehealth. But  
3 right now, as it stands, like, I have to do labs. Like,  
4 I even need to go do labs today, but it's like for the  
5 medication that I take. That's like -- I think it's  
6 every four months, I have to go in and get blood drawn.

7           Q. And were you going to the VA -- I'm sorry,  
8 Viera VA clinic while you were married to Ms. Locke?

9           A. Yes.

10          Q. And how often did you go when you were married?

11          A. That was more often. That was, like, I'd say,  
12 like, on a monthly basis.

13          Q. Okay. And there was testimony given that you  
14 had sent Boogieman lyrics back in August of 2020. What  
15 do you recall sending?

16          A. I think I sent the song. I never sent, like,  
17 specific lyrics or highlighted anything in particular.  
18 And the emphasis for me was more along the lines of the  
19 word boogieman, which if you actually look it up in  
20 whatever dictionary, it's an imaginary evil spirit, like  
21 something that's been created by one to instill fear  
22 into others.

23          So, my implication was she had made me a boogieman  
24 by the things that she's done, whatever she's filed in  
25 the courts.

1 Q. And how did you respond to the texts that  
2 Ms. Locke sent you yesterday?

3 A. I highlighted to her that she had been paid  
4 1357.75 in child support for the months of January,  
5 February, and March. Like -- but, really, like, she was  
6 suppose to be paid 1,057.75. So, she'd been paid an  
7 excess for \$900.

8 And then, because of the previous arrearage in  
9 child support, she's now ordered to pay me roughly \$110  
10 for -- I can't remember, a set amount of months. And  
11 that amount hadn't been paid for January, February, or  
12 March.

13 I never said that I wouldn't pay the \$50. Like, I  
14 added all of the different stuff together and I said  
15 please, if you would, consider the \$50 taken out of what  
16 you currently owe me, which is \$415.

17 Q. Okay. And my last question to you is there was  
18 testimony that you had sent some quote about the kid's  
19 superpower. Did you -- do you recall sending anything  
20 like that?

21 A. The kids had, like, their Spring yearbook  
22 picture and, like, the theme of it was that you had some  
23 sort of superpower. And I tried to say it to --  
24 [indiscernible] -- moreso than Rowan, but I say it  
25 equally to her. I say it to Rowan, as well, like it's

1 her Calvin Coolidge quote that, like, the only real  
2 superpower in the world is persistence and  
3 determination, that they're both omnipotent and, like, I  
4 don't know any -- that that would be their superpower  
5 for the yearbook photo.

6 Q. Okay.

7 MS. FERDERIGOS: I have no further  
8 questions.

9 THE COURT: Cross?

10 CROSS EXAMINATION

11 BY MS. SMITH:

12 Q. Mr. Locke, you've testified that you've been  
13 treating with the VA since March of 2008. You were  
14 treating with Kristen Wallace during that time period,  
15 weren't you?

16 A. That's for counseling -- or that was for  
17 counseling. But medication management is done through  
18 the VA.

19 Q. Okay. And how often -- you said you go there  
20 quarterly for medication management?

21 A. No, it's -- right now I go quarterly for -- to  
22 have my blood drawn because of the medication I'm on,  
23 the adderall.

24 Q. Okay. Do you pay your child support through  
25 the child support website, through --

1 A. Yes.

2 Q. -- through the State? Do you pay the other  
3 bills that are owed to Ms. Locke in -- in another  
4 manner?

5 A. Usually I'll send -- I can't even remember what  
6 it's called -- it's some kind of, like, send the person  
7 money application. It's through USAA, but I'll do the  
8 equalize the payment for the house through that.

9 Q. Okay. You -- you quoted or you defined  
10 Boogieman as something having evil tendencies, and you  
11 feel that you're a boogieman with regard to Ms. Locke?

12 A. No, that's not what I said. What I said -- and  
13 that's not the definition of the word Boogieman. You  
14 can actually go and look at it --

15 Q. Well, why don't you refresh us?

16 A. It's an imaginary evil spirit.

17 Q. Okay.

18 A. Created to instill fear in children.

19 Q. Okay.

20 A. But I would -- [indiscernible] -- take off the  
21 last part about children --

22 Q. [Indiscernible.]

23 A. -- and say that what she's done through the  
24 different injunctions that she's filed over the years,  
25 and basically everything that she's done, has created

1 this imaginary version of me that doesn't correspond  
2 with what the real thing is.

3 Q. So, you don't think you're evil?

4 A. No.

5 Q. You don't think it's a bad idea to send people  
6 lyrics to songs that are frightening?

7 A. I don't -- I don't think that it's really  
8 relevant for right now. I mean, they're words. Are  
9 words evil?

10 Q. They're words. If I said, "I'm going to kill  
11 you," would that have --

12 A. Are you saying that I said I was going to kill  
13 someone, because I'm pretty sure I never said that,  
14 ever, at any point.

15 Q. Ever?

16 A. No matter what you try to claim.

17 MS. FERDERIGOS: I would like to just  
18 object. This is beyond the scope of my --

19 THE COURT: Overruled. It's cross  
20 examination. There's leeway on cross.

21 MS. FERDERIGOS: Okay.

22 BY MS. SMITH:

23 Q. Your MO is to send scary lyrics to folks, isn't  
24 it?

25 A. Since when?

1           Q. Well, let's go back to August of 2020. I think  
2 Judge Segal got --

3           MS. FERDERIGOS: I'm going to again object  
4 that I never asked any questions in regards to the  
5 situation with Judge Segal.

6           THE COURT: And -- well, the Court will  
7 indicate, as far as the relevancy. As far as  
8 Judge Segal, you can -- so, sustained as to that.

9 BY MS. SMITH:

10          Q. Did you send me lyrics that were scary and  
11 creepy?

12          A. I don't recall. What were they?

13          Q. You don't recall?

14          MS. FERDERIGOS: Again, objection.  
15 Relevancy.

16          THE COURT: Sustained. Actually, overruled  
17 as to that, because it pertains to her, too.

18 BY MS. SMITH:

19          Q. Did you send any threats to my office that were  
20 in the form of lyrics?

21          A. No.

22          Q. Never?

23          A. Never.

24          Q. Okay. Do you recall sending me something to  
25 the effect that I am your disease and I will crawl into

1 your spine and cause pain and anguish?

2 A. No.

3 MS. FERDERIGOS: I'm going to object as  
4 to --

5 THE WITNESS: No.

6 MS. FERDERIGOS: -- vague. It doesn't  
7 establish a time that she's referring to. And  
8 again, I don't see it as relevant to the former  
9 wife.

10 THE COURT: Well, overruled as to the  
11 relevancy, but sustained in regards to do you have  
12 paper or something to show it.

13 MS. SMITH: Okay.

14 BY MS. SMITH:

15 Q. But -- so you -- and in fact, you are -- have  
16 pending charges against you for stalking and sending  
17 inappropriate and scary texts to the court, correct?

18 A. As far as I understand it, it's you're innocent  
19 until proven guilty, correct?

20 Q. But there's pending charges, yes or no?

21 A. Yes.

22 Q. Okay. Judge Segal entered an order in both  
23 cases, asking you to refrain from communicating with the  
24 court, correct?

25 MS. FERDERIGOS: Again, objection.

1 Relevance.

2 MS. SMITH: Your Honor, the -- I would ask  
3 that the Court take judicial notice --

4 THE COURT: I've already taken judicial  
5 notice of the -- both court files.

6 MS. SMITH: Okay. Because the lyrics are in  
7 Judge Segal's order, and Judge Segal entered an  
8 order in both cases, apparently out of an  
9 abundance of concern.

10 THE WITNESS: This -- my frustration with  
11 that is that you take something out of context --

12 MS. SMITH: Mr. Locke, there is no pending  
13 question. I would ask that the Court --

14 THE WITNESS: You can make anything sound  
15 bad.

16 MS. SMITH: -- instruct the witness.

17 THE WITNESS: And that's what you've done.  
18 And that's what -- whatever's there and whatever  
19 he put --

20 THE COURT: Wait for -- your attorney can  
21 ask you questions --

22 THE WITNESS: -- sorry. Yes, ma'am.

23 THE COURT: -- Mr. Locke. All right.

24 But you did have a pending question before  
25 you took judicial notice, so.

1 BY MS. SMITH:

2 Q. Has there been any substantial change in  
3 circumstance regarding you with -- since the entry of  
4 the injunction?

5 MS. FERDERIGOS: I'm going to object as he  
6 wouldn't -- it's a legal -- draws for a legal  
7 conclusion.

8 MS. SMITH: Well, has anything --

9 THE COURT: Sustained.

10 BY MS. SMITH:

11 Q. Has anything changed in your life for the  
12 better since the entry of the injunction?

13 A. I went to the VA's -- what do they call it.  
14 It's essentially like a rehab program for mental health.  
15 I think a three month or four month program.

16 Q. In-house, right?

17 A. Yeah.

18 Q. Because Judge Roberts ordered you for a psych  
19 eval, correct?

20 A. No, it had nothing to do with that.

21 Q. Okay. You didn't need it?

22 A. What do you mean? I didn't need a psych evalu?

23 Q. You didn't need help?

24 MS. FERDERIGOS: I'm going to object --

25 THE WITNESS: I need to keep it -- well.

1 MS. FERDERIGOS: -- as to argumentative.

2 THE COURT: Sustained.

3 MS. SMITH: Okay.

4 BY MS. SMITH:

5 Q. Does it make you feel good when people are  
6 afraid of you?

7 A. No.

8 Q. Does it make you feel bad?

9 A. I'm --

10 MS. FERDERIGOS: Objection to relevance.

11 THE COURT: Sustained.

12 MS. SMITH: No further questions. Thank  
13 you.

14 MS. FERDERIGOS: I don't have any questions,  
15 Your Honor.

16 THE COURT: One second, Mr. Locke.

17 THE WITNESS: Okay.

18 THE COURT: I know you went to the three  
19 month mental health program, but refresh my memory  
20 as to when that was.

21 THE WITNESS: It was when I was released  
22 from jail. That was, like, the terms of whatever  
23 -- for me to be released, in part. I think it was  
24 December 10th of 2021 -- it would have been 2020.  
25 I'm very -- I think it was December 10th of 2020.

1           And I was discharged from it in February of 2021.

2           THE COURT:   And your current meds?

3           THE WITNESS:   I'm on adderall.

4           THE COURT:   Thank you.

5           THE WITNESS:   You're welcome.

6           (Whereupon, the witness leaves the witness  
7   stand and returns to counsel table.)

8           THE COURT:   Anything further,  
9   Ms. Ferderigos?

10           MS. FERDERIGOS:   I -- since you already read  
11   the motion, it was really just a closing with the  
12   case law that you've read.   So, unless you want me  
13   to --

14           THE COURT:   No, I just wanted to know if  
15   there's any other witnesses.

16           MS. FERDERIGOS:   No, nothing else from me.

17           THE COURT:   All right.   Ms. Smith, any  
18   evidence that you wish to present?

19           MS. SMITH:   No, Your Honor.

20           THE COURT:   All right.   So, this is the  
21   circumstances.   Now, while I do agree that there  
22   was -- as far as have been changes, there was  
23   definitely some mental health treatment, as  
24   indicated previously in this case, for Mr. Locke  
25   after his release from jail.

1           He also obtained his medication. He also  
2 continued, as far as his counseling and everything  
3 else, with the VA.

4           There definitely was a difference compared  
5 to the circumstances of when he initially had the  
6 injunction and his children were taken away, as we  
7 discussed previously at the trial. Because the  
8 injunction was amended without hearing at the time  
9 that his children were taken away and  
10 understanding his depression and everything, and  
11 the circumstances surrounding it, and his feelings  
12 of loss.

13           However, at the same time, there is still,  
14 as far as the circumstances that the Court sees,  
15 and that this injunction has been in place since  
16 August of 2020, and while I do believe that there  
17 has been a change, I would like to see, as far as  
18 more time goes by before the Court considers  
19 dissolving the injunction.

20           So, I'm going to deny it without prejudice.  
21 I'm not going to dissolve it at this time. I'd  
22 like to see also the circumstances and how long  
23 any progression or change is maintained.

24           MS. SMITH: Thank you, Your Honor.

25           MS. FERDERIGOS: Thank you, Your Honor.

1           THE COURT: All right. So, now, as to the  
2 next motion. The motion -- emergency motion for  
3 contempt and enforcement. Both of you are still  
4 under oath, but before we even start, I just want  
5 to ask the attorneys questions before we even get  
6 to possible testimony.

7           So, what -- when reading the motion -- let  
8 me ask you, Ms. Ferderigos, is it true, have you  
9 spoken with your client or have you verified the  
10 fact as to whether or not the loss mitigation  
11 package that was originally offered, which was the  
12 reason why I extended the timeframe, for him to be  
13 able to make payments, to try and keep the house,  
14 whether or not that was appealed and the appeal  
15 was actually denied, and that that was verified?

16           MS. FERDERIGOS: Your Honor, I would have  
17 liked to have spoken to somebody from the VA, but  
18 in speaking to my client, what appears to have  
19 happened is the loss and mitigation package, when  
20 the lender initially presented it to Mr. Locke,  
21 they gave him only one option, but the VA offered  
22 two other options for him that he would have more  
23 success in getting granted.

24           And so he has actually proposed to the  
25 lender to look into these other two options that

1 he's already been in contact with the VA over,  
2 that he qualifies for. And so, he did not take  
3 their initial offer, I guess, with the standard  
4 loss mitigation package, the standard offer that  
5 they were asking him, because he wanted to use the  
6 VA's resources.

7 And from my understanding, there hasn't been  
8 anything decided. Again, I've -- this is a new  
9 issue for me. I just got into this this week. I  
10 would have liked to have been able to call around  
11 and speak to various -- you know, both the lender  
12 and the VA to verify and confirm.

13 THE COURT: Are there any documents or  
14 anything that you have from either?

15 MS. FERDERIGOS: Just -- Mr. Locke had given  
16 me just e-mails, but it's nothing that --

17 THE COURT: Have you provided those to  
18 Ms. Smith?

19 MS. FERDERIGOS: No, because it really  
20 doesn't substantively indicate what I just told  
21 you. I don't see where it would be much of value,  
22 just other than they're in contact.

23 But again -- and that was part of the reason  
24 that -- one of the reasons I wanted to do an ore  
25 tenus motion to continue, because the summary

1 judgment is set for June and I'd like the  
2 opportunity to -- because I was just handed this  
3 packet right before we walked in here and I  
4 haven't even had a chance to look at it.

5 THE COURT: Handed what packet?

6 MS. FERDERIGOS: And I would like to be able  
7 to speak to both the lender and the VA to find out  
8 the --

9 THE COURT: What packet?

10 MS. FERDERIGOS: There was a packet of --  
11 Counsel gave me Plaintiff's Affidavit of --

12 THE COURT: [Indiscernible.]

13 MS. FERDERIGOS: Yeah.

14 MS. SMITH: This is filed in the summary  
15 judgment court file.

16 (Whereupon, Ms. Smith hands a document to the  
17 Court.)

18 THE COURT: It's the affidavit that was --  
19 okay.

20 MS. SMITH: All right. And there's a -- I  
21 gave you the entire thing and I gave  
22 Ms. Ferderigos all of the cases that I think are  
23 relevant. The mortgage is in there and --

24 THE COURT: Yeah, I know which pages I need  
25 -- are relevant.

1           MS. SMITH: Okay. And if you get down into  
2 the -- I would ask the Court to look at page 55.  
3 That, pretty much, explains it all. And the page  
4 numbers that are on -- that I've written in pencil  
5 correspond with the PDF file that's in -- on the  
6 court docket. I just printed it off the court  
7 website and used the same pages. So, that will be  
8 presented to the Court or has been.

9           I also have a copy of the motion for summary  
10 judgment for the Court.

11          THE COURT: I pulled up -- I pulled up the  
12 court case.

13          MS. SMITH: Okay.

14          THE COURT: So I've got it in front of me.

15          MS. SMITH: Okay.

16          THE COURT: So, was all of this discussed at  
17 the mediation?

18          MS. FERDERIGOS: Yes.

19          THE COURT: Were the parties present at the  
20 mediation? I know the mediation is usually  
21 confidential, but I can see there was a mediation  
22 and there was no agreement or an impasse, so  
23 that's why --

24          MS. SMITH: I spoke to the attorney for the  
25 bank and he just said that there was no agreement,

1     that the positions of the parties were not  
2     manageable, and they would be proceeding to  
3     summary judgment.

4             MS. SMITH: Since this is not my area, I  
5     asked the attorney, you know, where -- where this  
6     goes from here.

7             THE COURT: No, the Court's familiar with  
8     the circumstances.

9             MS. SMITH: Okay.

10            THE COURT: So, this is the issue. The fact  
11     that the loan modification wasn't approved, I  
12     understand he may be able to get a loan or  
13     otherwise from the VA, but the bank doesn't have  
14     to accept it. So, that's the circumstances that  
15     the Court's under at this point.

16            He could get whatever he wants from the VA,  
17     but the bank could turn around and say no, and  
18     they could take the property and go to a  
19     foreclosure sale.

20            So, it's entirely up to -- it's really up to  
21     the bank at that point, and Planet Home Lending,  
22     no matter what his VA -- what he gets from the VA.

23            So, the issue that the Court has in looking  
24     at the circumstances, okay, so if you let it  
25     foreclose, then what do you get for it versus if

1    you try and sell the property, and try to get the  
2    most amount, especially with this market right  
3    now, which is unreasonably high in the State of  
4    Florida, based upon everybody living -- moving  
5    here.

6           So, I understand the plight and I understand  
7    where Mr. Locke is coming from, but I gave the  
8    opportunity for the loan modification. The bank  
9    is the only one who can give him a loan  
10   modification. He can get another loan from the  
11   VA, but without Planet Home Lending agreeing that  
12   they could purchase his loan, it doesn't make a  
13   difference what kind of refi -- what kind of  
14   financing he gets from them because they'd have to  
15   come to an agreement with Planet Home Lending so  
16   that they could purchase the loan. That's how the  
17   modification would work, because the VA -- because  
18   the VA would be supplying the loan.

19           MR. LOCKE: Can I please say something,  
20   like, and I know that I'm not aware, but I've been  
21   sitting here and reading this for months. And,  
22   like, the way the VA refund works -- and actually,  
23   like -- like, I filed a motion for dismissal, and  
24   the reason that I filed it is that within the  
25   federal statute that governs the A loans, like,

1 the VA has specified and interpreted it that  
2 before a lender can file for foreclosure, they  
3 have to go to the VA and give them the opportunity  
4 to refund the loan. Like, if the VA wants to  
5 refund it, that's it.

6 THE COURT: That's if they were notified and  
7 aware. Was there -- I don't have anything to show  
8 there was any notification for them.

9 MR. LOCKE: Definitely. It's whatever,  
10 like, the VA, and I had like an interpretation  
11 from a lawyer from the VA that states as much.

12 THE COURT: One second. Because I'm looking  
13 in your -- you said you filed a motion to dismiss.

14 MR. LOCKE: I had asked -- [indiscernible]  
15 -- basically. Like, and I copied verbatim --

16 THE COURT: I see it. One second.

17 (Whereupon, there was a brief pause.)

18 THE COURT: Okay. You had a VA case number  
19 on your loan, so there was notice. And you've got  
20 a VA guarantied loan covenant.

21 MR. LOCKE: Just to say, if I can --

22 THE COURT: I don't need your comments,  
23 Mr. Locke, I'm aware of the law.

24 MR. LOCKE: Yes, ma'am.

25 THE COURT: Essentially, the bank is suppose

1 to, by federal statute -- I mean, he's got a VA  
2 case number that's specifically on the mortgage.  
3 It indicates a VA guarantee rider, which means  
4 they're suppose to provide the VA to allow the  
5 opportunity to pay off the loan for him and give a  
6 refund. And they're suppose to do that.

7 Now, I don't know whether or not the  
8 attorneys looked at that or not, but that's what's  
9 suppose to be done. And there's case law out of  
10 the Fifth that indicates that, as well.

11 So, it's a unique situation because of the  
12 fact -- like, I extended for the loan  
13 modification, but they are suppose to provide  
14 that. So, the summary judgment shouldn't be  
15 granted, although I'm not the judge over the  
16 summary judgment. But -- at least not at this  
17 point, if he's able to get the approval from the  
18 VA.

19 But the indication though is that the -- I  
20 think the case law though, was in regards to --  
21 because Planet Home Lending, they're a services,  
22 because they're an LLC. So, they've purchased the  
23 loan and that's where it's coming from. They were  
24 part of the original mortgager.

25 I will say I'm not -- I'd have to look more

1 into the case law as to whether or not if it was  
2 sold, if it still has the same aspects, but I can  
3 tell you I know normally, based upon the  
4 circumstances, the VA would have the right to be  
5 able to purchase the -- or essentially, pay the  
6 balance of the loan and provide him the  
7 opportunity because he's a Vet.

8 MS. SMITH: Well, we've been doing this  
9 since 2019 and it's gone nowhere fast. We're  
10 not --

11 THE COURT: Well, if I recall correctly,  
12 though, part of the indications at the time, if I  
13 remember correctly, were there were issues  
14 regarding paperwork previously -- and I'd have to  
15 go back and look in regards to the final judgment,  
16 because at this point, I remember the testimony  
17 regarding it, but not specifically what the issue  
18 was, in regards to the delay of the paperwork,  
19 which wasn't necessarily a fault of Mr. Locke's at  
20 the time.

21 MS. SMITH: But there was a loan  
22 modification offered.

23 THE COURT: From -- yes, but nothing where  
24 they allowed for the VA to be able to pay the  
25 loan, only for him to be able to make the payments

1 directly to Planet Home Lending.

2 MS. SMITH: Correct.

3 THE COURT: Rather than for the VA to be  
4 able to purchase and refund that loan. So, that's  
5 the issue there.

6 This is what I'll do: I'll give you 30  
7 days. Other than that, after the 30 days, because  
8 if it's still not working out and the VA is not  
9 doing anything and they're not indicating, which  
10 Ms. Ferderigos, you're going to be tasked with,  
11 essentially, aiding it and moving it along.

12 MS. FERDERIGOS: Okay.

13 THE COURT: All right. And that -- and if  
14 we don't go from there, then there's a possibility  
15 of me putting it up for sale. Okay?

16 MS. FERDERIGOS: Okay.

17 THE COURT: So, I need some kind of  
18 documentation that the VA is willing to do  
19 something. If they're not willing to do anything,  
20 then we can move forward the other way. If they  
21 are willing to do something, then we'll go a  
22 different direction.

23 MS. FERDERIGOS: Okay.

24 MS. SMITH: Could we try to set some kind of  
25 a hearing in 30 days, because we're going to --

1 THE COURT: Yeah, forgive me one second.

2 MS. SMITH: You're welcome to keep that,  
3 Your Honor.

4 THE COURT: I'll give it back to you because  
5 it's in the court file anyway, and it's just extra  
6 paper for me. I have enough paper.

7 MS. FERDERIGOS: Your Honor, I have a  
8 question, whenever you're -- I -- I don't do this  
9 form of law, but I had a -- I didn't know if it  
10 would be worth doing, like, an injunction to stop  
11 everything if it doesn't --

12 THE COURT: I can't advise you on how to --  
13 how to practice.

14 MS. FERDERIGOS: Okay. All right. Yeah.

15 THE COURT: I would advise you to talk to  
16 the attorney.

17 MS. FERDERIGOS: Yeah.

18 THE COURT: And like I said, I'm not aware,  
19 specifically -- I know there's case law in regards  
20 to the VA being able to refund the loan when the  
21 servicer goes to foreclose on it, when it's a --  
22 when there's the VA who guarantied it, or  
23 otherwise just in this similar situation, but  
24 Planet Home Lending wasn't the original servicer,  
25 so. I don't know if they're the new servicer or

1 if they purchased the loan, but based upon the  
2 circumstances, that's something to consider, so  
3 you need to talk with them about it.

4 MS. FERDERIGOS: Okay.

5 MS. SMITH: Your Honor, we still have a  
6 piece of the contempt, and that is that he's  
7 behind in his equalizing payments.

8 THE COURT: Any reason, Mr. Locke, why the  
9 -- or -- why the payments aren't being made?

10 THE WITNESS: No, I've made -- like, I'm  
11 \$2,300 ahead, as far as whatever I've paid her to  
12 date. Like, so I don't know what they're saying  
13 that she's not --

14 THE COURT: Well, according to -- let me go  
15 back and affidavit of indebtedness.

16 They're just indicating the entire  
17 principle, so I don't have anything in regard to  
18 payments.

19 MS. SMITH: Your Honor, if I may. What's  
20 happening is Mr. Locke is confusing what he pays  
21 to child -- through the child support enforcement  
22 website with the equalizing payment. They're two  
23 different -- two different things.

24 THE COURT: No, I understand. If -- if  
25 you're indicating -- where do you pay your

1 mortgage?

2 MR. LOCKE: They're not letting me make  
3 payments right now. They won't let me pay  
4 anything.

5 THE COURT: So where are you sending  
6 payments -- the equalizing payments to?

7 MR. LOCKE: I send them to her, to pay -- I  
8 pay her the \$800 or whatever.

9 THE COURT: Okay. That's not the same as  
10 paying the bank.

11 MS. SMITH: There's been no -- I believe  
12 once the foreclosure starts, the bank is not  
13 allowed to accept money.

14 MR. LOCKE: They took a payment in February  
15 of 2022, and then after that, they wouldn't take  
16 any more payment. They said no.

17 It's in summary judgment. They think that  
18 I'm trying to, like, finagle my way into getting a  
19 Covid-19 refund modification, so they won't let me  
20 make payments.

21 THE COURT: Ms. Locke, did you know there  
22 was a default entered against you?

23 MS. LOCKE: Yes, Your Honor.

24 THE COURT: I could probably put you in  
25 virtually, not in person. I've got Vanessa

1 looking now.

2 MS. SMITH: Okay. May -- a month would be,  
3 roughly, May 23rd. Do you have anything that --  
4 that week or --

5 THE COURT: I have her -- I have her  
6 looking. I have injunctions on Monday.

7 (Whereupon, there was a brief pause.)

8 THE COURT: I'll have to get Vanessa to get  
9 with you guys.

10 MS. SMITH: Okay.

11 THE COURT: All right.

12 MS. SMITH: Can we ask the Court for a  
13 finding of contempt for non-payment of the  
14 equalizing payments? And I know we don't have  
15 testimony on that yet, but --

16 THE COURT: I don't have any -- any  
17 documentation of that. Do you have documentation?

18 MS. SMITH: I can present my client as to  
19 what she's received from him.

20 THE COURT: Okay. Go ahead.

21 MS. SMITH: Okay.

22 DIRECT EXAMINATION

23 BY MS. SMITH:

24 Q. Ms. Locke, you're still under oath. Did you  
25 receive an equalizing payment from Mr. Locke for January

1 of 2022?

2 A. Yes.

3 Q. And prior to that, he was up to date, correct?

4 A. Correct.

5 Q. All right. Did you receive a payment for  
6 February?

7 A. No.

8 Q. Okay. Did you receive -- you received nothing  
9 in -- no \$800 check, correct?

10 A. Nothing at all.

11 Q. Okay. Did you receive a March payment?

12 A. Yes, for \$800.

13 Q. Okay. Did you receive a payment in April?

14 A. Partial payment for \$684.

15 Q. Okay. So, he owes February, technically, and  
16 the rest of April for a total of \$916, correct?

17 A. Yes.

18 Q. Okay. And are you asking the Court to put that  
19 in -- you know, put in an order that he's ordered to pay  
20 that pursuant to the final judgment that was entered  
21 back in 2020?

22 A. Yes.

23 Q. Okay.

24 MS. SMITH: I can call Mr. Locke to confirm.

25 THE COURT: So, how far behind are you?

1 MS. SMITH: Well, he didn't pay February, so  
2 -- but he paid March in February, so he's March --  
3 behind March and part of April.

4 THE COURT: So, he's one month behind?

5 MS. FERDERIGOS: One and change.

6 MS. SMITH: Yeah, a little bit more than a  
7 month behind.

8 THE COURT: At this point, I'm not going to  
9 find him in contempt, but I will find enforcement.  
10 So, he's going to have to pay that. He can pay  
11 that within a couple of weeks.

12 MS. SMITH: Okay. And I've asked for  
13 attorney's --

14 THE COURT: Mr. Locke?

15 MR. LOCKE: I think -- I'd have to sit and  
16 do the math, but as of -- I think we kind of went  
17 over this at the first trial, too. As of -- gosh,  
18 sorry -- December 10th of 2021, she had been a  
19 total of \$16,095. Up until that point, I had been  
20 ordered to pay her \$12,800. So, even to take into  
21 account whatever they're saying, I'm still ahead  
22 whatever -- I think it's, like, \$2,300. I think  
23 that's what she's been paid in excess of.

24 And then kind of what I was saying in trying  
25 to explain the -- whatever, in the messages

1 regarding the -- our son's medical appointment, is  
2 that she has enough -- like, she's ordered to pay  
3 me for the surplus arrearage from child support,  
4 \$110 each month. She hasn't been paying it for  
5 January, February, and March.

6 And then also, she was paid an excess in  
7 child support because, like, the -- because the  
8 order wasn't signed until March or whatever, but  
9 for January, February, and March, I was  
10 technically ordered to pay \$1,057.75 a month and  
11 -- be because the order hadn't been signed, I was  
12 having to pay 1,357.75, and that's what she  
13 received.

14 So, now there's going to be another  
15 arrearage of, like, roughly, \$900. So, all told,  
16 she's still, like, ahead, whether it be child  
17 support or equalizing payments, at like, almost  
18 \$4,000. It's like a surplus that she's received.

19 THE COURT: All right. I -- this is what  
20 I'm going to do, order you guys to both get me an  
21 accounting, all right? And I'll reserve, and then  
22 we can go from there. Okay?

23 MS. SMITH: Okay.

24 THE COURT: Anything further?

25 MS. SMITH: No, Your Honor.

1           THE COURT: All right. Thank you, very  
2 much.  
3           MS. FERDERIGOS: Thank you, Your Honor.  
4           (Whereupon, the proceedings were concluded.)

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1 STATE OF VIRGINIA )  
2 COUNTY OF ROCKBRIDGE)

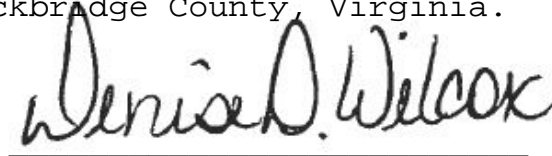
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6 foregoing proceeding, Paige Ann Locke v. Michael  
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9 best of my ability.

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11 DONE AND DATED this 30th day of April,  
12 2022, at Goshen, Rockbridge County, Virginia.

13

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15

16

DENISE D. WILCOX  
Court Reporter &  
Digital Transcriptionist

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**PAIGE ANN LOCKE vs MICHAEL BASS LOCKE**

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