

IN THE SUPERIOR COURT OF OCONEE COUNTY
STATE OF GEORGIA

GLENDAL. OCHOA,
Plaintiff,
vs.

CIVIL ACTION FILE

JOHN ERNEST SNOWDEN,
NEW SOUTH TRUCKING, LLC, NO. SUCV2022000043
LAD TRUCK LINES, INC., AND
PROTECTIVE INSURANCE
COMPANY,
Defendants.

Proceedings held before the Honorable Eric W.
Norris, on the 13th day of January, 2026, commencing at the
hour of 9:00 a.m. at the Oconee County Courthouse, 23 Main
Street, Watkinsville, Georgia, before Angela B. Adams, RPR,
CCR-B-1404.

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P R O C E E D I N G S

(Pursuant to Article 10(B) of the Rules and Regulations of the Georgia Board of Court Reporting, a written disclosure statement was submitted by the court reporter to all counsel present at the proceeding.)

* * *

THE COURT: Thank you.

I understand from the bailiff that the Plaintiff is an hour out.

MR. SLATE: We were able to get her on the phone and reroute her and speak with her employer, but she is headed this way.

THE COURT: Okay. All right.

So, I mean, that was the first thing that was, kind of, dispositive of a lot of things in this case, but let's do this.

Why don't we take up Mr. Stubblefield.

Mr. Eberhardt?

MR. EBERHARDT: Good morning, Your Honor.

THE COURT: Good morning.

And just so -- I mean, I know you are somewhat new to the case. Just for the record, for everybody,

1 Mr. Webb, who is the attorney for Medernix, I did release
2 him from the case probably six, seven months ago.

3 He, as an officer of the Court, indicated that he
4 was hired by Medernix. He never heard from Medernix
5 forever, that Mr. Stubblefield was the person whom he had
6 talked to or, at least, had arranged or, at least,
7 represented itself on behalf of Medernix and that he had
8 reached out to Mr. Stubblefield numerous times as to the
9 case; and, basically, he had no responses to anything,
10 and so I did release him from the case, and then we have
11 our matter of the hearing back, was it, August or May?

12 I can't remember.

13 MR. MATTHEWS: August.

14 THE COURT: August.

15 So we will just take that up now.

16 MR. EBERHARDT: Where would you like -- by the way,
17 this is Mr. Stubblefield with me today.

18 THE COURT: Okay. That's good.

19 MR. MATTHEWS: Judge, it is our motion. If I can
20 just state on the record, I want to be sure that it's
21 clear.

22 This morning we brought with us John Stephenson,
23 the same process server who previously testified in this
24 case, and he has with him the Court order from DeKalb
25 County from Senior Judge Wayne Purdom, same copy that we

1 provided you by supplement, as well as a federal
2 subpoena from U.S. Northern District in a case before
3 Judge Michael Brown.

4 He attempted service on Mr. Stubblefield, and
5 Mr. Stubblefield refused service and set those
6 documents right there on the bar in much the same manner
7 in which he tried to evade service of your order, only he
8 can't run through the woods in your courtroom and hide
9 behind a bush.

10 So the nature of our sanctions motion -- I know
11 there was some briefing on not providing
12 Mr. Stubblefield with a witness fee. Not disputed. He
13 did not get a witness check. That is stipulated.

14 But he was the manager of Medernix, and Medernix
15 was subject to this Court's order.

16 MR. EBERHARDT: Your Honor, I'd like to figure
17 out --

18 MR. MATTHEWS: Hold on. Hold on.

19 Let me finish my statement.

20 Don't interrupt me, sir.

21 He was the manager of Medernix subject to the
22 Court's order, and he evaded service of the Court's own
23 order by running from a process server and hiding behind
24 a bush.

25 That is why we moved to sanction Mr. Stubblefield

1 for contempt of court, in addition to his contumacious
2 behavior and simply just not doing anything the Court has
3 ordered for a period of three years.

4 And I checked. My client has accrued costs in this
5 case, legal expenses, as of today of about \$123,000. A
6 very large amount of that has been associated with the
7 Ortho Sport shell games as found by Judge Fortner in
8 Douglas County, and that is the nature of the biggest
9 part of this case and the problem we have had with moving
10 it to conclusion.

11 Had they done what they should have done and either
12 responded to our subpoenas or once ordered by this Court
13 simply given us a good faith production, this case would
14 have been resolved; but we are here because of the
15 anti-discovery behavior, because of the shell game, and
16 the contumaciousness, and the running from process
17 servers. That is why we moved to hold Mr. Stubblefield
18 in contempt.

19 THE COURT: Mr. Eberhardt?

20 MR. EBERHARDT: Your Honor, I appreciate that there
21 are concerns about discovery in this case, but to place
22 all that on the head of Mr. Stubblefield is where I have
23 got to draw the line; and to be candid, Mr. Stubblefield
24 sat quietly as they attempted to serve him with whatever
25 these documents are.

1 I'm the one who spoke up. I'm the one who stood
2 and said this is not an appropriate place. We are here
3 under the Court's order that we must abide by. That
4 doesn't open us up to jurisdiction for service on other
5 matters, and that's just -- I mean, that's just a given
6 that should be understood and known.

7 You don't bring someone into court on one matter
8 and then serve them in a completely unrelated matter.
9 That's why these documents are sitting here. That's not
10 how the process works.

11 Beyond that, the Court has an affidavit from
12 Mr. Stubblefield that he swore to under oath as to his
13 relationship with Medernix. He has had no relationship
14 with Medernix since 2022. He does not own Medernix.
15 Whatever his role was at that time concluded when he left
16 Medernix and took on new employment.

17 He was not here before the Court when there was a
18 discovery hearing related to Medernix. He knew nothing
19 about it. He knew nothing about the Court's order in
20 that particular circumstance. There are obviously, as
21 indicated here by counsel, multiple proceedings going on.

22 He had no way of knowing at that point in July what
23 it was, and his animus for the behavior of counsel and
24 folks on behalf of counsel doesn't make him suddenly
25 subject to sanctions where he's not under the

1 jurisdiction of the Court. That is sort of -- that is
2 the entire matter here.

3 There is -- I have not been made aware of anything,
4 other than the comment from counsel, that has been
5 relieved that he had contact with Mr. Stubblefield on
6 behalf of Medernix, that Mr. Stubblefield was anything
7 other than an employee of Medernix, and just being an
8 employee doesn't make him legally responsible for what
9 Medernix does after he is no longer an employee. And
10 that's -- that's sort of the crux of where we stand
11 today.

12 I received correspondence from other counsel
13 suggesting that there was this and there was that and
14 there was whatever else. I asked him to provide it. He
15 never did.

16 So I have got no basis, other than the testimony
17 the Court has seen from my client, as to his relationship
18 and role with Medernix to 2022 and the fact there has
19 been no role since then.

20 MR. MATTHEWS: Can I rebut that?

21 THE COURT: Sure.

22 MR. MATTHEWS: Okay. Multiple points.

23 First of all, I know Mr. Eberhardt is new to the
24 case. No criticisms of Mr. Eberhardt's knowledge or lack
25 thereof. I know you weren't present for some of the

1 other hearings that happened. There is information you
2 clearly don't have.

3 First and foremost, the process server,
4 John Stephenson, testified at the last hearing and
5 provided this Court with a video of Mr. Stubblefield
6 saying on video that he knew the Court had issued an
7 order because his lawyer told him. Now, I presume that
8 lawyer was not Mr. Eberhardt. We have questions as to
9 what lawyer he's referring to.

10 Number two, we provided this Court with a
11 voluminous, very detailed Exhibit T, the timeline, that
12 shows all the different times that the Medernix shell
13 company changed names.

14 Critically, Mr. Stubblefield swore on an affidavit
15 in another matter just last week saying he's the CEO of
16 its successor, Maranex. He's admitted to that.
17 Evidently, he is not the owner, and I'm inclined to
18 believe that; but we have legitimate questions about who
19 the owner is, and I have to believe Mr. Stubblefield
20 knows where his paycheck comes from. He has to know who
21 he reports to. He has to know who owns the entity he has
22 been working for under every different name it has had
23 since its beginning as testified to in this record by
24 Aracelis Delgado who is one of the employees there who
25 said the only thing that changed, whenever it changed

1 names, was the e-mail address she was working from.

2 As John Stephenson, the process server, testified,
3 Mr. Stubblefield is still working out of the exact same
4 office in Sandy Springs that he was in when he was with
5 Medernix.

6 So with all due respect to Mr. Eberhardt, I don't
7 believe he has the basis to realize that those facts that
8 he has offered the Court are incorrect. Not false. They
9 are not misrepresented, but incorrect.

10 Mr. Stubblefield has been associated with the shell
11 game, and a lawyer who was presumably present at the last
12 hearing that could tell him that someone is out to hand
13 him the Court's order when he ran from process.

14 THE COURT: What I'd like to do first.

15 Do you have that video?

16 MR. MATTHEWS: We could get it ready, yes, sir.

17 THE COURT: Could we get the monitors up?

18 We need to get the video.

19 Ed, do y'all have it?

20 Yeah. So what I want to do is I'm going to review
21 that video one more time with everybody present. It has
22 already been introduced into evidence previously.

23 Typically, if there is an issue with subpoena, most
24 times someone files a motion to quash and we deal with
25 the issues. Non-appearance is really something that is

1 disfavored in any aspect because, you know, if it's
2 inappropriate or wrong, then we deal with it and then I
3 make sure; but the fact, and if I remember correctly,
4 that Mr. Stubblefield in the video indicated he was aware
5 of the hearing and was trying to avoid it gives the Court
6 some pause.

7 And do you have that affidavit showing where he
8 indicates he is now working for the successor interest?

9 MR. MATTHEWS: Yes, sir.

10 We have just got to pull it up, sir.

11 If you could give us a place to pitch a video to
12 and maybe an e-mail address we could send you that
13 affidavit.

14 THE COURT: Do you have your e-mail?

15 Send it to Walker, W-A-L-K-E-R dot --

16 MR. MATTHEWS: Okay. Give me a second.

17 THE COURT: Sure.

18 MR. MATTHEWS: If you could give us just a second
19 to find it here. Maybe three seconds.

20 MR. KENNEDY: Would you like us to e-mail the
21 videos?

22 THE COURT: We can just play them from our system.
23 You know, we should be able to plug in and --

24 THE CLERK: I might have the affidavit right here.

25 Can you tell me --

1 MR. MATTHEWS: It's a new affidavit, ma'am. It was
2 just given to us in another matter.

3 THE COURT: I did see where Judge Jones in Federal
4 Court has -- you know, he's -- I got sworn in on the same
5 day that he got sworn in as Superior Court judge.

6 MR. MATTHEWS: That is his subpoena sitting on the
7 bar.

8 Oh, I'm sorry. That is Judge Brown's subpoena.
9 You are right. I'm sorry.

10 (Whereupon, there was a discussion held off the
11 record.)

12 MR. MATTHEWS: I'm going to e-mail you a public
13 filing.

14 This is an Amended Emergency Motion to Quash a
15 Subpoena that was filed in another matter, and
16 Mr. Stubblefield's affidavit being the CEO of Maranex,
17 which is the successor, starts on page 445. 445. It
18 should be the last three pages.

19 MR. MATTHEWS: Judge, this affidavit is dated
20 December 9th of 2025 so within the last month.

21 Same thing.

22 They are claiming Maranex doesn't have any of
23 the -- more of the same.

24 THE CLERK: Did you already send it?

25 MR. MATTHEWS: I did, but it's a big document so it

1 will take just a second.

2 I tried a case in the Southern District a few
3 months ago. They have not only no internet, but they
4 don't have cell phone service in their building. It's
5 amazing. I mean, everyone is sort of relying on it, and
6 you are just back in the '90s all of a sudden to try a
7 case.

8 THE COURT: Wow.

9 MR. MATTHEWS: The last three pages of that big
10 document, yes, ma'am.

11 (A video was played for Court and Counsel, but not
12 reported on the stenographic record.)

13 MR. EBERHARDT: May I be heard?

14 THE COURT: Yes. Sure.

15 MR. EBERHARDT: Your Honor, I was aware that there
16 was a video of some sort. I had not seen it. I had not
17 been provided it.

18 Having heard it, there is nothing in that video
19 that leads me to believe or would lead anybody to
20 understand that it had to do with this matter. There's
21 nothing.

22 There are so many different matters that we've
23 established today that are going on. What he was being
24 served with is not clear.

25 Certainly, there is not anything about a lawyer

1 talking to him. I did not represent him at that time.
2 That is for sure.

3 So from the standpoint of suggesting that -- that
4 he was obligated at that point in time to accept some
5 type of service in this case on behalf of Medernix is --
6 it's -- I would submit to the Court, that video doesn't
7 support it.

8 Does it show him not wanting to be served and
9 having issues with everything going on, which is said
10 many times, yes; but subject to this Court, no. Because
11 once he was -- once he had something, I'm here.

12 THE COURT: Well, he was aware of the Court date
13 when he got served.

14 MR. MATTHEWS: He said on the record -- he said on
15 the video, which is now part of the record, "I knew you
16 were coming this morning. My attorney told me." I heard
17 it. I wrote it down. It wasn't Mr. Eberhardt clearly,
18 but Mr. Stubblefield is sitting right there.

19 Let's put him on the stand and ask him.

20 THE COURT: I'm going to do some limited inquiry.

21 Obviously, again, you know, I have got three years,
22 a three-year history of this case of issues that could
23 have been very easily, readily taken care of; but there
24 has been a great deal of delay and other matters, but I
25 have counsel for Medernix who has represented Medernix in

1 multiple cases.

2 There is nothing that has ever been conveyed by
3 Mr. Stubblefield to Mr. Webb or Mr. Webb received. I'm
4 going to have to take Mr. Webb at his word as an officer
5 of the Court that there has been, at least, some -- you
6 know, whether there is some changes, I mean, the person
7 who may or may not know that might be Mr. Stubblefield.

8 And, you know, personally, I don't care if he is in
9 the case or not in the case or things of that nature. I
10 just want the process to be the process and let the rules
11 work in their according fashion.

12 But again, it does greatly concern the Court that
13 throughout the history of this case, there has been so
14 much -- look. Other courts I can take judicial notice of
15 how this litigation has gone.

16 So Mr. Stubblefield, if you will come up to the
17 witness stand.

18 I'm just going to do some brief -- let everybody do
19 some brief inquiry as to the subpoena, what took place,
20 and I may have some limited aspects.

21 You know, there is other litigations going on.
22 Obviously, I have seen that affidavit, and the Court is
23 aware from previous hearings that this one particular
24 location has been the central location for years and
25 years. So now I'm going to find out a little bit more.

1 MATT STUBBLEFIELD,
2 Having been first duly sworn by the Court, was examined and
3 testified as follows:

4 THE COURT: State your full name for the record.

5 THE WITNESS: Matt Stubblefield.

6 THE COURT: Could you spell that, please?

7 THE WITNESS: M-A-T-T, S-T-U-B-B-L-E-F-I-E-L-D.

8 THE COURT: Can everybody hear him?

9 MR. MATTHEWS: If you could speak into the
10 microphone.

11 THE COURT: Speak into the microphone a little bit
12 more.

13 All right. Who would like to start?

14 MR. MATTHEWS: I have questions, Judge.

15 EXAMINATION

16 BY MR. MATTHEWS:

17 Q. Great.

18 Mr. Stubblefield, I'm Zach Matthews.

19 You and I have never met; correct?

20 A. No, sir.

21 Q. Okay. When you said on that videotape, "I knew you
22 were coming this morning. My attorney told me," what attorney
23 were you referring to?

24 MR. EBERHARDT: Objection.

25 Your Honor, I heard the video. I did not hear

1 anything about my attorney told me.

2 MR. MATTHEWS: We can play it again.

3 MR. EBERHARDT: We might need to.

4 THE COURT: Play it again.

5 Play that part.

6 (A video was played for Court and Counsel, but not
7 reported on the stenographic record).

8 MR. EBERHARDT: I acknowledge it.

9 I didn't hear it.

10 THE COURT: That's fine.

11 BY MR. MATTHEWS:

12 Q. Mr. Stubblefield, when you said, "I knew you were
13 coming this morning. My attorney told me," what attorney were
14 you referring to?

15 A. (No answer.)

16 Q. I just saw you glance at Mr. Heidari.
17 Was it Mr. Heidari?

18 A. I did not glance at Mr. Heidari, sir.

19 Q. Okay. Who was it?

20 A. To my recollection, there were two attorneys that I
21 was working with at that time in regards to other matters.

22 There was a Gray Brantley and Cameron Roberts.

23 Q. Grey Brantley, G-R-E-Y?

24 A. I believe it's A-Y.

25 Q. G-R-A-Y Brantley, and Cameron Roberts?

1 A. Yes, sir.

2 Q. Who are they?

3 A. They were attorneys that the company had engaged
4 with involving other matters.

5 Q. Any idea why they would have any information
6 whatsoever regarding this case and the Court's order that was
7 out to serve you that day in this case?

8 MR. EBERHARDT: Objection, Your Honor.

9 That presupposes facts not in evidence at this
10 point.

11 Ask him what he knows about this case at that time.

12 MR. MATTHEWS: I did.

13 THE COURT: So this was the subpoena that --

14 MR. MATTHEWS: This was your order.

15 THE COURT: My order.

16 It was previously testified by the process server
17 about the service in this case.

18 BY MR. MATTHEWS:

19 Q. Why would -- to reiterate, why would Mr. Brantley
20 or Mr. Roberts have any information in this case about which
21 they are not involved?

22 A. To be clear, sir, I didn't know that it was about
23 this case.

24 Q. Why would they have any information that
25 Mr. Stephenson was out to serve you that morning with

1 anything?

2 A. From what I recall, they did not specifically say
3 that he was coming to serve me. In regards to the matter that
4 the company was involved in, they said that there were going
5 to be probably other documents to be served.

6 Q. Okay.

7 THE COURT: You said your attorney told you that
8 they were coming.

9 THE WITNESS: Documents, Your Honor. Not "they"
10 specifically.

11 THE COURT: Play it again.

12 Go ahead.

13 MR. MATTHEWS: Thank you.

14 THE COURT: You understand that this is a potential
15 contempt hearing.

16 THE WITNESS: Your Honor, yes, I do.

17 THE COURT: Okay.

18 (A video was played for Court and Counsel, but not
19 reported on the stenographic record.)

20 THE COURT: Your attorney?

21 THE WITNESS: Well, the attorney that I was
22 discussing it with, Your Honor.

23 THE COURT: About this case?

24 THE WITNESS: No, Your Honor.

25 THE COURT: Continue.

1 BY MR. MATTHEWS:

2 Q. Mr. Stubblefield, do you deny on the record that
3 Mr. Heidari told you that those gentlemen were out to serve
4 you?

5 A. I do.

6 Q. Okay. Have you ever talked to Mr. Heidari about
7 this case at all?

8 A. Not to my knowledge.

9 Q. Okay. Let's talk about the entities that you work
10 for.

11 You swore out an affidavit last week that you were
12 currently the CEO of Premier Medical Consultants which does
13 business as Maranex; correct?

14 A. Yes.

15 Q. And you work in the same building that you used to
16 work in when you were the manager of Medernix; correct?

17 A. Yes.

18 Q. And you have been served with process in this
19 building by Mr. Stephenson, the process server, on more than
20 one occasion, on multiple occasions?

21 Yes?

22 A. Yes.

23 Q. And you do the same tasks for Ortho Sport and Spine
24 Physicians, LLC, out of that building in Sandy Springs working
25 in your current job that you used to do working for Medernix;

1 correct?

2 A. Can you repeat the question?

3 Q. You do the same thing in the current iteration of
4 Medernix or of Maranex that you used to do for Medernix?

5 A. Yes.

6 Q. You have access to the same databases; correct?

7 A. No.

8 Q. Okay. You have access to Ortho Sport and Spine's
9 databases; correct?

10 A. Can you clarify?

11 Q. You have access to Ortho Sport and Spine
12 eClinicalWorks and Sales Force databases as part of your role
13 as the manager of Maranex, the successor of Medernix; correct?

14 A. No. That is not correct.

15 Q. What is correct?

16 What access do you have to Ortho Sport and Spine's
17 databases?

18 A. To my knowledge, there is limited access to
19 eClinical.

20 Q. Okay. So you can access Ortho Sport and Spine's
21 eClinical database today; yes?

22 A. Yes.

23 Q. And you had access to Ortho Sport and Spine's
24 database when the order was issued in this case for Medernix
25 to produce materials from the eClinicalWorks databases;

1 correct?

2 A. I would have to assume.

3 Q. So you have the same ability to respond to the
4 Court's order today that you did when you were working for
5 Medernix; correct?

6 A. Repeat the question.

7 Q. You have the same ability to respond to the Court's
8 order compelling Medernix today that you had when you were
9 working for Medernix; correct?

10 A. I mean, I wasn't involved in it.

11 Q. That is not my question, sir.

12 A. It was the company.

13 Q. You, the company.

14 You have the same ability --

15 MR. EBERHARDT: Your Honor, he has tried to answer
16 the question to the best of his knowledge.

17 THE COURT: If you need to explain something, you
18 can do so. There might be a follow-up question.

19 BY MR. MATTHEWS:

20 Q. As the CEO of Maranex, with access to Ortho Sport
21 and Spine eClinicalWorks database, you have the ability to
22 control production of records that would be responsive to this
23 Court's orders in the same manner that you had when you were
24 the manager of its predecessor Medernix; correct?

25 A. So you are asking me about my role with Maranex?

1 Q. No, sir. I think you are trying to evade my
2 question.

3 You have the same ability to produce records today
4 that you did when you were the manager of Medernix, don't you?

5 A. Does my staff have access to eClinical? Yes.

6 Q. Okay.

7 A. To what degree, I don't know.

8 Q. Okay. But you're the CEO?

9 THE COURT: You are the CEO?

10 THE WITNESS: Right.

11 THE COURT: So what was before Maranex?

12 THE WITNESS: What was before Maranex?

13 THE COURT: What company?

14 THE WITNESS: The company that I was employed by
15 prior to Maranex?

16 THE COURT: So my understanding is this, is that
17 you were working in the same place doing the same type of
18 job for Ortho Sports for a number of years and these
19 companies have changed names, but you have been a part of
20 this the entire time, whether it's changed names or it's
21 a new name or a new company.

22 Do you understand none of that matters because if
23 they followed on from Medernix, any successor companies
24 still have a duty to respond to a lawful Court's order
25 regardless of whether they have changed names?

1 Do you understand that?

2 THE WITNESS: I understand what you are saying,
3 Your Honor, but my understanding is that they were not
4 this same company.

5 THE COURT: It doesn't have to be the same company.
6 It has to follow on if there has been a reiteration of a
7 company.

8 I can have Eric Norris, LLC, and change it to Eric
9 W. Norris, LLC. It may be the same aspect, or it may be
10 the same information. It may be the same client that I'm
11 dealing with. The name is not the important thing. It
12 is the access and ability to acquire information as a
13 part of your roles and responsibilities to your clients.

14 Does that make sense?

15 THE WITNESS: No. I guess I'm not clear because I
16 feel like he is trying to say it was the exact same
17 company.

18 THE COURT: No. That is not the question.

19 So let's go back.

20 BY MR. MATTHEWS:

21 Q. Sure.

22 Mr. Stubblefield, the databases that you use today
23 as CEO of Maranex include eClinicalWorks; yes?

24 A. Yes.

25 Q. And Sales Force; correct?

1 A. No. That is not correct.

2 Q. Fortress IQ?

3 A. Yes.

4 Q. Okay. Anything else?

5 Any other database?

6 You are under oath, sir.

7 A. Database, no.

8 Q. Okay. So Fortress IQ and eClinicalWorks, both are
9 associated with Ortho Sport and Spine; correct?

10 A. EClinical is, but I wouldn't say that Fortress IQ
11 is.

12 Q. Is Fortress IQ associated with patients of Ortho
13 Sport and Spine?

14 A. Yes.

15 Q. Okay.

16 A. You can say that.

17 Q. Thank you.

18 A. There are patients in there.

19 Q. Yes.

20 And you have access to those databases today; yes?

21 A. Yes.

22 Q. Okay. And you have the ability to look into those
23 databases and look back in time for a period of time before
24 the foundation of Premier Medical Consultants, don't you?

25 A. I cannot say that with certainty.

1 I mean, there are lots of cases in there.

2 Q. When was Premier Medical Consultants founded?

3 A. (No answer.)

4 Q. Surely you remember when you got your new job.

5 A. 2022.

6 Q. Okay. When you founded or when Premier Medical
7 Consultants was founded, this staff that had worked for
8 Medernix, including Aracelis Delgado, transitioned over to the
9 new company; correct?

10 A. Some of the staff did transition, yes.

11 Q. Yeah.

12 And did you go through some sort of formal
13 corporate change?

14 Like, for example, did you change bank accounts?

15 A. Yes, sir.

16 Q. Okay. Did you change locations that you were
17 working out of?

18 A. No, sir.

19 Q. Did you throw away all the computers and buy new
20 ones?

21 A. We did buy new computers.

22 Q. Okay. And did the databases that you were working
23 with from Ortho Sport on the day Premier Medical Consultants
24 was founded, were they brand new, wiped clean; or did you
25 still have access to the materials that had predated Premier

1 Medical Consultants at Medernix?

2 A. EClinical, I would have to say yes.

3 Q. Yeah.

4 There had to be run-over so that you could do the
5 job of case manager for Ortho Sports so you could look into
6 the cases that were pending when these new companies were each
7 founded; correct?

8 A. With eClinical, yes.

9 Q. Okay. Were you part of Latrice Consulting
10 (phonetically)?

11 A. No, I was not.

12 Q. Okay. Were you a part of Logix U.S.?

13 A. Yes, I was.

14 Q. Okay. So you came on during the Logix U.S. phase;
15 fair?

16 A. Yes.

17 Q. Who owns Logix U.S.?

18 Who owned it?

19 A. I don't know who owns it.

20 Q. Who hired you?

21 A. Diego Garcia.

22 Q. Who is Diego Garcia?

23 A. He was the person that hired me.

24 Q. Where did he work?

25 A. I assume with Logix.

1 Q. You assume Logix.

2 What was your role at Logix?

3 A. I was the call center manager.

4 Q. Okay. So you got hired by someone, Diego Garcia.

5 Where was he from?

6 A. He represented himself as being with Logix.

7 Q. Okay. What part of the country was he from?

8 Was he from Miami, or was he from Georgia?

9 A. I don't know.

10 Q. You don't know.

11 Did you ever work with him after that?

12 A. No.

13 Q. Was he associated in any way with Ortho Sport and
14 Spine?

15 A. Not to my knowledge.

16 Q. Okay. When you started your job at Logix U.S., did
17 you work on patients for Ortho Sport and Spine?

18 A. My staff did, yes.

19 Q. Yeah.

20 You were over them, but your caseload came from
21 Ortho Sport and Spine; correct?

22 A. We had Ortho clients, yes.

23 Q. Okay. And when Logix U.S. closed down and Medernix
24 was set up, now Medernix was set up in Florida; agreed?

25 A. Well, Logix didn't close.

1 Q. It didn't close?

2 A. No.

3 Q. Is it still operating?

4 A. No. It was --

5 There was a name change from Logix to -- because
6 there was litigation.

7 Q. Oh, okay. There was a name change from Logix to
8 Medernix because of litigation; fair?

9 A. Well, my understanding, what I was told was that
10 there was, like, a copyright infringement, something with the
11 name.

12 Q. Oh, okay. So the name Logix U.S. had to be
13 changed, not because of litigation involving Ortho Sport, but
14 because it was being sued somewhere for copyright
15 infringement?

16 A. I mean, I don't know what the infringement -- but
17 yes. Something with the name.

18 Q. Okay. And Medernix was set up -- wait a minute.

19 Are you sure it was Logix U.S., LLC, that that name
20 change involved?

21 It wasn't a predecessor name called Logix Solution
22 IX?

23 A. No. I'm not sure.

24 Q. Okay. You don't know whether the Logix Solutions
25 name that it was originally registered in then changed to

1 Logix U.S.? You don't know what that had to do with the name
2 change?

3 A. I do not.

4 Q. Okay. When Medernix was set up with a registered
5 office at a UPS Store in Florida, you kept working out of the
6 building in Sandy Springs, Georgia; correct?

7 A. Yes.

8 I never changed locations.

9 Q. Okay. You went into the same office the entire
10 time; right?

11 A. Correct.

12 Q. And you worked on Ortho Sport patients the entire
13 time; correct?

14 A. Again --

15 Q. When -- did you say yes? I'm sorry.

16 A. The staff did.

17 Q. Understood.

18 The staff under you worked on Ortho Sport and Spine
19 patient cases that entire time; correct?

20 A. Yes.

21 Q. And it was a case manager; right?

22 A. I'm sorry?

23 Q. The company was a case manager.

24 That was its role; correct?

25 A. I would classify it more as a call center.

1 Q. A call center?

2 A. Yeah.

3 Q. For who?

4 Who would call?

5 A. Patients and clients.

6 Q. Plaintiff's lawyers?

7 A. Yeah.

8 Q. Okay. And they did those on Ortho Sport and Spine
9 cases; correct?

10 A. They did work on Ortho Sport cases.

11 Q. Okay. And then when Medernix -- sorry.

12 When Logix transitioned to Medernix and Medernix
13 was set up in the state of Florida, y'all didn't do anything
14 associated with Florida; correct?

15 You didn't move to Florida, you didn't open an
16 office in Florida, you didn't do anything in Florida; correct?

17 A. I can't answer that question.

18 MR. EBERHARDT: Your Honor, at this point, I'm
19 going to interpose an objection.

20 Now it seems we are getting outside the scope
21 unless he was involved in these, and that would be easy
22 enough to answer; what role did he have in the changing
23 of the companies, but now we are asking him about details
24 supposedly behind that. It seems to be beyond the scope
25 of this, which is his role with Medernix.

1 THE COURT: So --

2 MR. MATTHEWS: Yeah. Judge, the scope of this
3 inquiry is into the shell game and the fraud that has
4 been perpetrated upon this Court and the behavior that
5 Medernix has exhibited and, to some extent, Ortho Sport
6 in trying to shield evidence, and all of this material
7 goes to that subtopic of everything Mr. Stubblefield has
8 just confirmed is that this was the same entity each time
9 operating out of the same office doing the same things,
10 changing names willy-nilly, and they always had access;
11 and there have been representations that they didn't have
12 access that were made in this case, and those were not
13 true.

14 THE COURT: So first, Mr. Stubblefield, the purpose
15 of today was -- well, is whether there is a civil
16 contempt against you, and I know Mr. Eberhardt has
17 explained it to you; but a civil contempt can carry up to
18 20 days in jail and a thousand dollars fine per count.
19 Okay.

20 I really detest trying to hold people in contempt
21 if I don't have to. At the same time, the attorney for
22 Medernix had reiterated over times that you were the
23 person from Medernix, and there has been a lawsuit
24 pending for three years in which we have not gotten any
25 discovery from Medernix -- no. Just hold on.

1 THE WITNESS: Okay.

2 THE COURT: Medernix has gone silent, disappeared,
3 has caused this case to go on for an extremely long
4 period of time with no information with regards to the
5 issues of discovery that I've had to deal with for three
6 years, and there is some indication from Mr. Webb that
7 you as his contact person couldn't get ahold of you. So
8 ultimately, I left him out of the case; but Medernix, if
9 it has morphed into a different company, if it has
10 changed names, if the information or parts of the
11 information of Medernix have bled over into new
12 companies, new names, but if you're one of the constants
13 in any of those iterations of companies and that
14 information that was within Medernix's possession or
15 accessibility, regardless of whether it is eClinical or
16 whatever, if those databases have been backed up,
17 continued forward, that is information that is subject to
18 discovery in this case that if you are the person who
19 is -- you are the CEO. Then that would indicate that you
20 would have access to that information and that you as a
21 successor in interest to Medernix would have an
22 obligation to provide information in this suit or any
23 other suit that is pending that involves that
24 information.

25 So I would rather get to the part of -- because

1 what's happened is this case has ground to a halt for
2 almost a year, and after I conducted a hearing on experts
3 regarding who can access files based on a program, it was
4 determined, yes, they can access that information. All
5 you have to do is click a button here or put down a
6 firewall here, and that information can be provided.

7 So part of this comes down to your being in court
8 the last time, but also it goes to the issue of I have
9 had three years of this discovery dispute and you might
10 be the person that can resolve all that as it relates to
11 Medernix or any other success in interest.

12 I would rather get to that so I can get to the
13 heart of the matter and let you get on your way and go do
14 your job, but I'm going to allow some of this because
15 this has -- I'm not saying you personally, sir.

16 The amount of waste of time and delay, a certain
17 level of subterfuge has crept into this case and it's
18 not just my case. There must be at least two to three
19 other judges, state level and now Federal Court, that
20 have all found the same kind of trend going on, which is
21 extremely disturbing; and it's a real simple thing to
22 fix. Provide information.

23 Now, whether that means owners of companies,
24 principals, if they don't like litigation, that's okay;
25 but that's not the concern of courts when it comes to

1 discovery. So I would rather get to the meat of the
2 issue today. I'd like to not hold you in contempt. I
3 would like you to get on back to Atlanta, and -- does
4 that make sense?

5 THE WITNESS: Your Honor, it makes perfect sense.

6 THE COURT: Okay. I'll let him continue with his
7 questions.

8 BY MR. MATTHEWS:

9 Q. Mr. Stubblefield, who was the owner of Medernix?

10 A. I do not know who the owner of Medernix was.

11 Q. What was your job title?

12 A. Manager.

13 Q. Was there anyone above you at Medernix?

14 A. The person that I reported to was Diego.

15 Q. Okay. Who, again, is Diego Garcia?

16 What was his role?

17 A. I don't know exactly what his role was.

18 Q. Where does he live?

19 A. I don't know.

20 Q. You have no --

21 THE COURT: Let's not go too far off with this.

22 Continue on. What did Medernix become?

23 BY MR. MATTHEWS:

24 Q. All right. What did Medernix become?

25 A. I have no idea what Medernix became. I left the

1 company.

2 Q. You left the company but work in the same building
3 on the same computer; is that your testimony?

4 A. That's -- I did not leave the company to work on
5 the same building and the same computer. I didn't work on --
6 it was with a different company.

7 Q. You went from Medernix -- we have already been down
8 this road, sir.

9 You went from to Medernix to Premier Medical
10 Consultants, LLC. You already testified that you still have
11 access to the Ortho Sport databases. Staff transitioned from
12 Medernix to Premier Medical Consultants. You went to the same
13 building in Sandy Springs the whole time.

14 Agreed?

15 A. Yes.

16 Q. There is no --

17 A. I agree with the same building and same time, but I
18 don't -- there were other changes.

19 Q. Okay. Who was the owner of Premier Medical
20 Consultants, LLC?

21 A. To my knowledge, Steve Imes.

22 Q. Steve Imes? Who is that?

23 THE COURT: Can you spell that name, please?

24 THE WITNESS: S-T-E-V-E, I-M-E-S.

25 BY MR. MATTHEWS:

1 Q. Where does Mr. Imes live?

2 A. To my knowledge, he lives in Georgia.

3 Q. Does Mr. Imes have anything to do with Ortho Sport
4 and Spine?

5 A. Not to my knowledge.

6 Q. Okay. Who hired you to go work for Premier Medical
7 Consultants?

8 A. Mr. Imes.

9 Q. Mr. Imes.
10 What is Steve Imes' title if you are the CEO?
11 Owner?

12 A. To my knowledge, yes.

13 Q. Okay. Does anyone else have ownership interest in
14 Premier Medical Consultants d/b/a Maranex?

15 A. Not to my knowledge.

16 Q. Okay. What is Falcon Marketing?

17 A. I don't know.

18 Q. What is Fortress Data Solutions?

19 A. Fortress Data Solutions is a company we work for.

20 Q. Okay. I thought you said you worked as the CEO of
21 Premier Medical Consultants?

22 A. I do, but we are, I guess, employed by Fortress.

23 Q. Ah. Who is the owner of Fortress Data Solutions?

24 A. I have no idea.

25 Q. Where is it based out of?

1 A. I don't know.

2 Q. Do you know if it's based in the United States?

3 A. I don't know for certain.

4 Q. Do you know if anybody from Ortho Sport and Spine
5 has ownership interest in Fortress Data Solutions?

6 A. I do not know that.

7 Q. Do you know if Mr. Amin Oskouei, the owner of
8 Ortho Sport and Spine, has any ownership interest in any of
9 the Medernix entities?

10 A. Not to my knowledge.

11 Q. You are saying you don't know, or you are saying he
12 didn't have ownership interest in any of the Medernix case
13 manager entities?

14 A. I'm saying I don't know.

15 Q. Okay. Can you rule out the owner of Ortho Sport
16 and Spine having ownership interest in the case managers and
17 other --

18 MR. EBERHARDT: Objection, Your Honor.

19 THE COURT: What is the question?

20 BY MR. MATTHEWS:

21 Q. Can you rule out the owner of Ortho Sport and Spine
22 Physicians, LLC, having ownership interest in any of the case
23 manager entities that work for Ortho Sport?

24 THE COURT: I'll sustain the objection at this
25 time.

1 BY MR. MATTHEWS:

2 Q. Okay. Who would know who the owner of Medernix
3 was?

4 A. I don't know.

5 Q. You were the manager of the company; correct?

6 A. I told you Diego.

7 Q. Diego Garcia. Okay.

8 Steve Imes is listed on Linked In as associated
9 with Private Realty Group, Incorporated, located at 11 Buford
10 Village Way, Suite 115 in Buford, Georgia.

11 Is that the Steve Imes you are talking about?

12 A. I don't know.

13 Q. Do you have any idea what Private Realty Group is?

14 A. No, sir.

15 Q. Do you ever see Mr. Imes on a daily basis?

16 A. No, sir.

17 Q. Does he come around the business to see how it's
18 doing?

19 A. No, sir.

20 Q. Does he ever check in on his asset?

21 A. Occasionally.

22 Q. How often?

23 A. Not frequent.

24 Q. He's the owner of the entity that you are the CEO
25 of; correct?

1 A. Yeah.

2 Q. Do you report to him on your profits?

3 A. I send him tax reports.

4 Q. Okay. So Premier Medical Consultants does file
5 taxes in its own name; correct?

6 A. To my knowledge, yes.

7 Q. And you give those to Steve Imes; correct?

8 A. I am not. The accountant does.

9 Q. Who is the accountant?

10 A. Moore, Stephens & Tiller.

11 Q. Spell that, please.

12 A. M-O-O-R-E, S-T-E-P-H-E-N-S, T-I-L-L-E-R.

13 Q. Okay. Now, you worked for both Medernix and the
14 current company Premier Medical Consultants doing business as
15 Maranex; correct?

16 THE COURT: Is Premier Medical Consultants an LLC?

17 THE WITNESS: To my knowledge, it is, yes.

18 THE COURT: Okay.

19 BY MR. MATTHEWS:

20 Q. There has been testimony in this case that was
21 provided by Ortho Sports revenue cycle manager, Ms. Belts
22 Hoover about how payment was processed in Ortho Sport cases
23 which was the heart of the inquiry we have been going to. I
24 want to talk to you about that same subject.

25 She testified -- hold on, please.

1 She testified that payment was circulated through
2 the case manager entity, and then she was told a number to
3 write into Ortho Sport's eClinicalWorks software for what had
4 been paid. I will represent that to you. That is on the
5 record in this case.

6 Is that accurate?

7 MR. EBERHARDT: Objection, Your Honor.

8 Again, the scope of this hearing is his role in
9 being able to provide discovery on behalf of whatever
10 entity, but particularly Medernix. The process of
11 billing is a discovery question if he's subject to it.
12 It is not for this matter.

13 THE COURT: So I'm not going to go into a full-on
14 discovery aspect of this.

15 I mean, what I think we have established is that
16 Mr. Stubblefield worked for Medernix. Medernix changed
17 names. Its successor in interest has a continuing
18 obligation to provide discovery in this case because the
19 databases that were with Medernix that are being utilized
20 by Premier Medical Consultants, LLC, and I will just tell
21 you I looked it up on the Secretary of State and it looks
22 like that was administratively dissolved in 2024. So
23 it's no longer an LLC in the State of Georgia.

24 Are you aware of that?

25 You are the CEO.

1 THE WITNESS: Of?

2 Which company, Your Honor?

3 THE COURT: Premier Medical Consultants, LLC.

4 THE WITNESS: No. I was not aware of that.

5 BY MR. MATTHEWS:

6 Q. There has been testimony given by Aracelis Delgado
7 that the name on her e-mail server changed. Premier Medical
8 Consultants, LLC, registered to do business as Maranex.

9 We agree on that; right?

10 That's true?

11 A. Repeat that.

12 Q. Premier Medical Consultants, LLC, registered with
13 Fulton County to do business as Maranex; right?

14 A. Yes.

15 Q. Okay. And then at that time, the e-mail addresses
16 uses by the company were at Maranex.com; correct?

17 A. No.

18 Q. Okay. Aracelis testified her e-mail address
19 changed to from at Maranex.com to at
20 FortressDataSolutions.Com; is that correct?

21 A. When we started under the new company, we were
22 using Fortress Data e-mail, yes.

23 Q. Okay. And your e-mail address would have changed,
24 as well, Mr. Stubblefield; correct?

25 A. Yes.

1 Q. So you have personally had an e-mail address.
2 Is it MStubblefield? Is that your e-mail address?

3 A. Yes.

4 Q. Is it at Maranex.com, and then they changed it to
5 at FortressDataSolutions.com; correct?

6 A. No. That is not correct.
7 I never had a Maranex e-mail.

8 Q. Okay. You went from Medernix to Fortress Data
9 Solutions?

10 A. Yes.

11 Q. Okay. Judge Norris just asked you if you were
12 aware that Premier Medical Consultants, LLC, had ceased
13 legally existing in the State of Georgia, and you as the CEO
14 testified that you were not aware of that.

15 Has it morphed into Fortress Data Solutions somehow
16 or some other company that we don't know about yet?

17 A. No.

18 That is something that I need to look into.

19 Q. Who hired John Webb to represent Medernix?

20 A. Who hired him?

21 Q. Yes, sir.

22 You were the manager.

23 Who hired him?

24 A. I don't know with certainty.

25 Q. No idea who hired John Webb to represent the

1 company that you were the manager of?

2 A. I cannot recall.

3 Q. Who paid John Webb to represent Medernix?

4 A. I would imagine the company.

5 Q. Okay. You were the manager of that company;
6 correct?

7 A. I was a -- yes. I was a manager, but I didn't
8 handle all the billing.

9 Q. Wouldn't you know what expenses the company was
10 running if an expensive lawyer was having to repeatedly come
11 over to Oconee County to answer questions, and, by the way,
12 litigating five other courts at the same time?

13 Wouldn't you know that?

14 A. I assume that he was getting paid, yes; but, I
15 mean, I didn't know all the finances.

16 Q. Okay. Who hired your lawyer today?

17 A. Eric?

18 Q. Yes, sir.

19 A. I did.

20 Q. Out of your own pocket?

21 A. No.

22 Q. Who is paying for him?

23 A. The company.

24 Q. Which company?

25 A. Premier.

1 Q. Premier Medical Consultants, LLC, that has been
2 legally dissolved in the State of Georgia is paying your
3 lawyer today?

4 A. That is correct.

5 Q. Okay.

6 MR. EBERHARDT: Your Honor, I will state in my
7 place that I was retained by Matthew Stubblefield or
8 Matt Stubblefield. I have no representation or contact
9 with anybody, other than Mr. Stubblefield. The retainer
10 that I received was from Mr. Stubblefield, and he's who I
11 appear on behalf of.

12 THE COURT: The Court will note that you are
13 representing Mr. Stubblefield as an individual and not a
14 corporate entity.

15 MR. MATTHEWS: But he's being paid by the
16 corporation; correct?

17 THE COURT: Did you receive money from the
18 corporation to hire Mr. Eberhardt?

19 THE WITNESS: I put it on my charge account, my
20 charge card.

21 BY MR. MATTHEWS:

22 Q. Okay. So you are expensing the cost of your
23 attorney here today to the company?

24 A. Yes.

25 THE COURT: I will still note that Mr. Eberhardt

1 has not entered an appearance on behalf of any company.
2 It's only for the purpose of Mr. Stubblefield here today.
3 I don't want him to get caught into a loop that is not
4 necessary.

5 MR. MATTHEWS: Understood.

6 MR. EBERHARDT: Thank you.

7 BY MR. MATTHEWS:

8 Q. Mr. Stubblefield, what employer was on your pay
9 stub when you worked for Medernix?

10 A. That was -- I would have to -- I would have to
11 assume that it was Medernix, but that was years ago. I don't
12 know offhand.

13 Q. When you filed your taxes in those years when you
14 were working for Medernix, who did you identify as your
15 employer of record?

16 A. I would have to assume Medernix.

17 Q. But you don't know that?

18 A. I would have to look at my tax records to confirm.
19 I'm sorry. I don't know for certain.

20 Q. Prior to that, when you were working, who was
21 Medernix's accountant?

22 A. I do not know that.

23 Q. Who would know that?

24 A. Diego.

25 Q. Diego?

1 A. Yeah.

2 Q. Who we don't know what state he lives in?

3 A. I do not know.

4 Q. His last name is Garcia, though; correct?

5 A. Correct.

6 Q. How did you get in touch with Mr. Garcia when he
7 was the owner of Medernix?

8 A. I did not say he was the owner.

9 Q. Oh, I'm sorry. I mistook your testimony then. I
10 thought you did say he was the owner.

11 You just said he hired you; correct?

12 A. Correct.

13 Q. Who was the owner?

14 A. I do not know.

15 Q. You have no idea who owned the company you were
16 working for?

17 A. I worked for Diego.

18 Q. When you reported to Diego, how did you get in
19 touch with him?

20 A. Phone.

21 Q. Is he on your phone today?

22 If you pulled your iPhone right now and pull up the
23 contacts, can you identify Diego Garcia?

24 A. I don't believe he's in my phone, but I don't have
25 my phone with me.

1 Q. Okay. You didn't bring it with you to court today?

2 A. I didn't know I was allowed to.

3 Q. Fair enough.

4 How would you get in touch with Mr. Garcia if you
5 wanted to track him down today?

6 A. I have no need to track him down.

7 Q. Let's say you did.

8 A. I can check my phone, but I don't think I have him
9 in my phone.

10 Q. Does Mr. Garcia have anything to do with
11 Ortho Sport and Spine?

12 A. Not to my knowledge.

13 Q. Did he have anything to do with Mr. Heidari?

14 A. Not to my knowledge.

15 Q. Does he have anything to do with any of the
16 entities that own Ortho Sport and Spine Physicians?

17 A. Not to my knowledge.

18 THE COURT: Let me ask you this, Mr. Stubblefield.

19 THE WITNESS: Yes.

20 THE COURT: Like I said --

21 (Phone ringing).

22 Is that Ms. Ochoa?

23 MR. SLATE: Yes.

24 THE COURT: Go ahead.

25 I mean, this company that you work for, if you're

1 the CEO, is dissolved, so it's no longer licensed in the
2 State of Georgia, has your company changed or the owner
3 changed the company to something else because -- and I'm
4 asking this because I don't know how you have -- how the
5 company has bank accounts or tax ID numbers or lawfully
6 does business in the State of Georgia since it looks like
7 it was disorganized in September of '24.

8 So you know, I mean, there is something new with
9 this company that --

10 THE WITNESS: I mean, this is news to me. I'm
11 going to --

12 MR. EBERHARDT: Your Honor, I mean, certainly
13 Mr. Stubblefield can answer the Court's question, but
14 just from a practicing attorney's standpoint, it is not
15 unusual for me to see entities that are administratively
16 dissolved that continue. Everything stays the same.
17 They just haven't followed the proper process.

18 THE COURT: Right.

19 MR. EBERHARDT: I see it on the regular.

20 THE COURT: No.

21 I mean, for the uninitiated, it's not necessarily
22 uncommon; but in this particular case --

23 MR. EBERHARDT: I understand the Court's interest,
24 but --

25 MR. MATTHEWS: The consistency with which each of

1 these interests has been administratively dissolved for
2 non-payment of fees or non-representation by a registered
3 agent is remarkable in Exhibit T, and it is consistent
4 with what has happened to Premier. We had noted that it
5 has been dissolved.

6 THE WITNESS: Your Honor, I still get paid and I
7 still work with the accountant. So this is -- I mean, I
8 don't know if it's an administrative oversight, but that
9 is -- I have no understanding that there was a new
10 company.

11 THE COURT: All right. I mean, I guess, it's --
12 forgive me. It seems strange that you would be a CEO of
13 a company and not necessarily always know who your owners
14 or employees are, especially if it's the same building
15 and same type of work. Everything is consistent and
16 constant in that sense, but the names just keep rolling
17 and rolling and rolling.

18 THE WITNESS: And I understand it appears that way,
19 but I work for somebody different now. I mean, it was my
20 understanding they are the owner.

21 THE COURT: Who is that?

22 THE WITNESS: Steve Imes.

23 Imes, yes, sir.

24 BY MR. MATTHEWS:

25 Q. Mr. Stubblefield, what software did Medernix use

1 for bookkeeping and accounting?

2 A. I cannot answer that.

3 I do not know.

4 Q. What software do you use in your current role for
5 bookkeeping and accounting?

6 A. To my knowledge, it's Quick Books.

7 Q. Okay. Does your current company do work as a case
8 manager for any entity, other than Ortho Sport and Spine?

9 A. Yes, sir. There are other companies.

10 Q. Okay. Right now, not have been but right now, does
11 it do work for any entity, other than Ortho Sport and Spine?

12 A. My company as in Premier?

13 Q. Yes, sir.

14 Right now, Maranex, the current iteration of the
15 company.

16 A. Again, we work cases that are in the Fortress
17 system so I don't know what other records are in there or what
18 other companies they are working for.

19 Q. So as the CEO of the company, you don't know one
20 way or another whether your company works for any entity,
21 other than Ortho Sport and Spine; fair?

22 A. I don't know if that's fair.

23 Again, I don't know what other records are in
24 there.

25 Q. When you were with Medernix as the manager, did the

1 company do work for any other entity, medical practice,
2 anything else besides Ortho Sport and Spine?

3 A. To my knowledge, yes.

4 Q. Who?

5 A. I believe Northside Hospital, and that was -- that
6 was so long ago. I can't recall.

7 Q. Okay. So the only entity you can recall that you
8 worked for, other than Ortho Sport and Spine, was Northside
9 Hospital doing case manager work?

10 A. I mean, that's all I can recall.

11 Q. All right.

12 A. I mean, that was a long time ago.

13 THE COURT: So let me just -- I'm probably going to
14 narrow this down.

15 Just to make sure I'm accurate, the databases that
16 you have with Medernix, the information in that is
17 carried over into Premier Consultants in some form of
18 fashion?

19 THE WITNESS: I would not represent that, no.

20 It's a completely different software.

21 THE COURT: Well, different software, but data
22 input. Data input like Eric Norris was a client of
23 Medernix, and I might still have some need to go to a
24 doctor and I've used Medernix and y'all have changed
25 names. If you had to look up my name and go, oh, that's

1 Eric Norris from three years ago but we are now at
2 Premier, would you say that you used eClinicalWorks and
3 Fortress?

4 THE WITNESS: Correct.

5 So if -- I don't -- we don't have any control over
6 the data in any system, but if there is existing clients
7 in eClinical, then that would -- yes. I would say that
8 would probably be consistent.

9 As far as Fortress goes, if there were similar
10 clients that were still related, it is possible that they
11 are still in there.

12 THE COURT: Is there a mailing address where you
13 receive mail at at that particular office?

14 THE WITNESS: That I work at?

15 THE COURT: Uh-huh (affirmative).

16 THE WITNESS: Yes, sir.

17 THE COURT: What is that address?

18 THE WITNESS: 8215 Roswell Road.

19 THE COURT: And how many people do you employ?

20 THE WITNESS: Plus or minus 20.

21 THE COURT: Okay. And they do case management?

22 THE WITNESS: There is a case manager, but they are
23 more of a call center so they interact and answer phone
24 calls. I would classify it more as a call center.

25 MR. MATTHEWS: I have a couple more.

1 BY MR. MATTHEWS:

2 Q. Why did you never call Mr. Webb back when he tried
3 to make contact with you about this case?

4 A. When did -- I mean, I haven't spoken to him in
5 years.

6 Q. Okay. Mr. Webb represented on the record, I think,
7 at least a half dozen times that he had made efforts to make
8 contact with you as we had hearings throughout this case and
9 others, and do you recall ever receiving a phone call from
10 Mr. Webb?

11 A. At some point in time, sure. Yes.

12 Q. Okay. Why didn't you call him back, your lawyer
13 for your company?

14 A. If I didn't call him back -- and again, this is
15 years ago -- I wasn't working for the company any longer at
16 that point.

17 Q. Okay. Do you remember receiving a phone call from
18 Judge Norris when we had the hearing in August of this last
19 year, August 2025? He left you a voicemail.

20 A. No.

21 Q. You don't recall receiving a voice message from the
22 Court?

23 A. I mean, I get lots of phone -- I mean, I have spam
24 filters on my phone.

25 Q. Do you get lots of calls from sitting bench judges

1 having a hearing?

2 A. I don't recall.

3 Q. Okay. You didn't call the Court back either, did
4 you?

5 A. No.

6 Q. If we call Gray Brantley and Cameron Roberts right
7 now as officers of the Court and ask them on the record, would
8 either of them tell us that they told you that a process
9 server was out that morning to serve you?

10 THE COURT: You have got to be careful.

11 MR. MATTHEWS: Well, I guess the question is, are
12 they your attorneys?

13 MR. EBERHARDT: And you've asked and answered --
14 well, I mean, I'm his attorney.

15 THE COURT: Right.

16 He said that they were attorneys he worked with.

17 MR. MATTHEWS: He said my attorneys on that tape.

18 THE COURT: On the thing he said my attorney.

19 MR. EBERHARDT: If you want to ask the question if
20 they were his attorney at that time, I have got no issue
21 with that; but what is being asked is completely
22 different.

23 THE COURT: I agree.

24 MR. MATTHEWS: Yeah. I would actually point out
25 there is an exception to any attorney-client privilege

1 for crime fraud.

2 THE COURT: Well, we are not there quite yet.

3 MR. MATTHEWS: Okay.

4 THE COURT: Were either of those two gentlemen
5 representing you personally?

6 THE WITNESS: No, Your Honor.

7 BY MR. MATTHEWS:

8 Q. So when you said earlier to this judge that you
9 thought maybe they might have been the ones that told you
10 because they weren't representing you, and you said my
11 attorney on that call, they wouldn't have been the ones you
12 were talking about, would they?

13 A. I guess then it was a slip of -- I mean, when I
14 said that, I was saying they were the attorneys that I was
15 working with on behalf of the company at that time.

16 Q. But you said my attorney and not my company's
17 attorney; correct?

18 MR. EBERHARDT: Objection, Your Honor.

19 Asked and answered, and certainly clarified.

20 THE COURT: Sustained.

21 MR. MATTHEWS: I've got to say, Judge, I feel like
22 the witness is being evasive on this topic.

23 THE COURT: Oh, there is -- I've got lots of
24 questions, but what I think I've found now is

25 Mr. Stubblefield is the point man for ongoing litigation

1 until the owner or someone else who has some other
2 authority is that it is -- it is apparent that whatever
3 Medernix was, at least database wise and information
4 wise, has come over, crossed the threshold with
5 Premier Medical and whoever it may be at this time, if it
6 is dissolved or has become something else, which means
7 Mr. Stubblefield -- how many open pending lawsuits are
8 there right now?

9 MR. MATTHEWS: Right now we are aware --

10 MR. HEIDARI: Can I offer a point of clarification?
11 There has been discussion about eClinicalWorks.
12 That is my client, Ortho Sport and Spine's, system. That
13 is a system we've had for the last 12 years or what not,
14 and that has always been our system and a number of our
15 vendors have access to it but it is our system. We know
16 exactly where we are.

17 THE COURT: Okay. That's fine.

18 I mean, access, and, you know, again, when we get
19 down to it is --

20 MR. MATTHEWS: And they've been compelled and they
21 are appealing that order, so we'll see how that goes, and
22 they have been compelled in multiple cases and are
23 appealing all of those, too.

24 THE COURT: How many cases are open?

25 MR. MATTHEWS: How many are on appeal right now?

1 Five? Six?

2 I think there is at least six appeals pending right
3 now.

4 THE COURT: We have the Federal Court.

5 MR. MATTHEWS: That's a new -- that's a new --
6 well, there is three federal cases with Judge Boule,
7 Judge Brown, Judge Jones, and there is a new one -- no.
8 I'm sorry. That's resolved. Yeah. Three at the moment
9 in the Northern District that I'm aware of with our firm.

10 MR. HEIDARI: There has been a lot of litigation
11 with this firm. I won't go into the ulterior motives,
12 but we have won every single appeal we have done against
13 this firm.

14 MR. MATTHEWS: Not exactly.

15 MR. HEIDARI: And not to mention that in terms of
16 them coming back and stating that there is other lawsuits
17 in the Federal Court, there was one order that was issued
18 with Judge Jones which he has taken under advisement per
19 a motion for reconsideration which is still pending out
20 there.

21 THE COURT: All right. I'm just going to say this
22 is one of those unusual cases where it's the thing has
23 always been we can't get information, and now we have the
24 person who has at least been the constant through this
25 for at least the last three to five years. I guess, I

1 mean, I just need to -- for you to be aware that more
2 than likely any judge that has this case open is going to
3 be looking to you as the repository of information for
4 any successors of information that whatever company you
5 are working for or whatever entity it is will likely be
6 subject to a continuing obligation in providing discovery
7 in these pending lawsuits.

8 So there can be no -- at least in this Court's
9 opinion, you have established that this information has
10 continued over and so you are under a duty to preserve
11 that information, not destroy it.

12 There are pending -- well, whatever discovery is
13 out there for other cases that are open, your company
14 will likely have to go ahead and make plans to start
15 responding to those in a timely manner.

16 Yeah. I'm not going to say for other judges.
17 There is the appeal here, and y'all want to include
18 Medernix as a part of that appeal; right?

19 MR. HEIDARI: We wanted to include the Ortho Sport
20 information as part of that appeal.

21 THE COURT: Well, I'm sorry.

22 He wanted the Court to support information on that
23 appeal from my discovery order because Medernix didn't
24 have -- I mean, I let Mr. Webb out, and there was no
25 principal for Medernix or the successor in interest. So

1 it has been an orphan.

2 MR. MATTHEWS: Still is.

3 THE COURT: Orphan company or appeal that now, I
4 believe, Mr. Stubblefield, you, as the CEO, have a duty
5 along with any owners to start complying or start having
6 some representation for these appeals because for every
7 court that's had a Medernix issue, they have been
8 searching for an answer; and today, at least, I think we
9 have it in place.

10 MR. MATTHEWS: So to that point, Judge, I would
11 just remind the Court that Judge Wayne Purdom, who is the
12 author of civil discovery forms, just entered an order
13 addressing another part, Florida law, as to the
14 dissolution of Medernix in the ongoing duties of its
15 manager which Mr. Stubblefield has admitted he is.

16 Under Florida law, Mr. Stubblefield essentially
17 becomes the entity for purposes of delivering the goods,
18 and he has access to the goods.

19 MR. EBERHARDT: Your Honor, I certainly understand
20 the Court's concerns with discovery here, but as counsel
21 that is coming in and, sort of, seeing this from a bird's
22 eye view, I mean, I have got issues with how defense
23 counsel continues to try to expand rulings and opinions
24 beyond what they are.

25 I have read that. I have read that order. That

1 order said that the owners of Medernix, it's all based on
2 Florida law, but --

3 THE COURT: And I will tell you, I'm not going to
4 get into Florida and if it's dissolved, and -- you know,
5 I think just from a standpoint of where we are in my case
6 and it may apply to other cases that -- again, I don't
7 want to interpret Florida law. I don't want to do any of
8 that.

9 I'm almost finished, and I'm going to let
10 Mr. Stubblefield finish here in a second.

11 I'm just letting you know that it would appear,
12 sir, that you have knowledge or access and/or the owners,
13 but if you are the day-to-day person and the owners are
14 not involved in the company, you become the point person
15 on much of the access of information.

16 If you want to be a lawyer which you can't
17 represent the company, your company or whatever successor
18 in interest is going to have an ongoing obligation in
19 regards to this case, and so you probably need to pass
20 that up the line and make sure people are involved in
21 going forward because I will tell you that you will
22 probably be subject to coming back to some court
23 hearings.

24 Anyway, I am not going to find Mr. Stubblefield in
25 contempt. I think if any issues that were arising out of

1 the -- let me just say it. The avoidance of trying to
2 come to court, the simplest thing to do is get a lawyer
3 and come and do a motion to quash a subpoena. Okay. And
4 to comply with what should have been complied with
5 beforehand.

6 I'm not going to find you in wilful contempt. You
7 have purged any issues that there were any contempt. We
8 have a baseline now, and so I'm going to excuse you; but
9 you do need to be aware that so long as you are employed
10 or working for this company, you are probably going to
11 have some ongoing obligations.

12 THE WITNESS: Okay.

13 THE COURT: All right. Thank you so much for your
14 time.

15 Mr. Eberhardt, thank you for your time.

16 MR. EBERHARDT: Yes, sir.

17 May I place something on the record in regard to
18 papers that were served this morning?

19 Your Honor, again, for the record, the Court issued
20 an order directing Matt Stubblefield to appear this
21 morning in this court. That does not make him subject to
22 service of documents in other cases by being present
23 before this Court.

24 We want it reflected that as soon as he arrived,
25 there were papers attempted to be served upon him, and we

1 believe it to be inappropriate use of process.

2 MR. MATTHEWS: Judge, they are welcome to take that
3 up with the U.S. Northern District if they think that
4 this Court is somehow home base or something that makes
5 them safe from service.

6 THE COURT: You know what?

7 I'm not going to get into service of process
8 issues. It's not my subpoena. It's not my issues. You
9 know, I will let you deal with Judge Jones.

10 MR. MATTHEWS: And Judge Purdom.

11 THE COURT: And Judge Purdom and whoever else, but
12 I mean, you are put on notice that you have, at least you
13 or the company, has an ongoing obligation; and after
14 today, I think those judges may find it very difficult
15 going forward if there is not some corporate intervention
16 and representing the corporation as it goes onto these
17 other ongoing lawsuits because now there's -- there is no
18 ignorance about what is going on. It is plain.

19 All right. You may be excused.

20 THE WITNESS: Thank you, Your Honor.

21 THE COURT: Let's see if Ms. Ochoa has -- if we got
22 an ETA on Ms. Ochoa.

23 Would you mind asking the attorney if he has heard
24 from his client?

25 MR. MATTHEWS: Can we take a five-minute break?

1 THE COURT: Sure. Absolutely.

2 Y'all are my only gig today.

3 NAIROBY QUANSTROM,
4 was duly sworn by the Court to state and interpret the
5 testimony, from Spanish/English and English/Spanish according
6 to her knowledge, training and skills as a certified court
7 interpreter.

8 THE COURT: All right. Would you state your name,
9 please?

10 THE WITNESS: Nairobi Quanstrom; N-A-I-R-O-B-Y,
11 Q-U-A-N-S-T-R-O-M.

12 THE COURT: Ms. Ochoa. All right. Good morning.

13 I'm sorry if there was any kind of confusion about
14 today, things of that nature. You are not in trouble,
15 and we appreciate you coming. I know it might have
16 interfered with your work. I don't plan on keeping you
17 here long today.

18 Okay. I kind of want to set the stage about what
19 we are doing next.

20 When was the last hearing?

21 Was it August?

22 MR. MATTHEWS: August of 2025, yes, sir.

23 THE COURT: Was that the show cause hearing?

24 MR. MATTHEWS: Yes, sir.

25 THE COURT: And the dismissal was filed the Friday

1 before?

2 MR. MATTHEWS: Yes, sir.

3 MR. SLATE: Yes, your Honor.

4 THE COURT: All right. So Ms. Ochoa, here is -- I
5 want to give you, sort of, a judge's perspective, and
6 then I might have a question or two for you.

7 So this case has been pending for three-plus years,
8 I believe, and it is where you filed suit against LAD --
9 well, John Snowden, et al., which is also LAD Truck
10 Lines, and in that complaint obviously you said you had
11 some injuries, damages, things of that nature, and you
12 were seeking money at some point; and we have gone
13 through a lot of litigation, mainly, with other third
14 parties not really specific to you or your case, and
15 there were some disputes about information being provided
16 that would give information about various issues. That
17 really -- not all of it concerns you. Some of it did.
18 Some of it went to broader issues.

19 And back in August, I had set a hearing to, kind
20 of, shake the tree and see what this information could be
21 so we could get this case to the next step which would be
22 either y'all going to a mediation and trying to settle
23 the case or having the case prepared for a trial and let
24 a jury render a verdict, and whether that verdict awarded
25 you money or didn't award you money.

1 And then on the Friday before that hearing, which
2 was a pretty important hearing, I received notice that
3 the case was being dismissed.

4 There are two types of dismissals. One is a
5 dismissal without prejudice, and that means you can
6 dismiss the case but you can refile it. One time.
7 Sometimes there are some, you know, issues that come up
8 in cases or other matters that make sense for a case to
9 be dismissed without prejudice because you don't lose
10 your right to pursue the case.

11 The second type of dismissal is a dismissal with
12 prejudice, and that means you can never file the case
13 again. Any claim that you have made is forever waived.
14 Waived. You don't get a second bite at the apple. You
15 give up all aspects of your case, whether you were hurt
16 minorly, majorly, or if you weren't hurt.

17 That includes any kind of medical bills that you
18 incurred personally, any other expenses. All those
19 things you give up when a case is being dismissed with
20 prejudice. The day of the hearing, Mr. Slate was here.
21 You weren't here.

22 I don't know. I'm not going to get into that too
23 much. I know that you were primarily -- Spanish is your
24 primary language. I will say I was a little surprised
25 you weren't here because that is a big move to dismiss a

1 case with prejudice. So I had some questions for your
2 attorney, and part of this case down to, I think it was,
3 either an e-mail or a text. I can't remember.

4 MR. SLATE: E-mails, judge.

5 THE COURT: Some e-mails from you saying I want to
6 dismiss my case and also something about firing your
7 attorney. And then Mr. Slate was asking me to let him
8 out of the case, and there was a law that, kind of, came
9 out not too terribly long ago; but it used to be if the
10 plaintiff wanted to dismiss the case, they could just
11 dismiss the case.

12 Now, the law is that the other side can object to
13 it, and that's what they did. They objected. Part of
14 this deals with some of these third-party issues that we
15 are dealing with, not specifically you; but it was also
16 somewhat, you know, different in the sense it was right
17 before a particular hearing on some very important
18 matters that I had to take up.

19 And dismissing with prejudice, I mean, I will tell
20 you I have practiced for 30 years. The only time I have
21 ever seen, typically, dismissals with prejudice is when a
22 case is settled and it's resolved, and that made this
23 somewhat unusual.

24 It is your case. Okay. I want you to know. It is
25 your case. I don't take any judgment about what you want

1 to do, but also I had mentioned to Mr. Slate that I might
2 be willing to consider an affidavit. He did provide an
3 affidavit, but with the issues that have been swirling in
4 this case for a while I wanted to make sure that you're
5 aware of what a dismissal without prejudice actually
6 means; and if that is what you want to do, that is your
7 choice.

8 Now, Mr. Matthews may still object. I don't know.
9 We'll see, but ultimately it is your case, and if you
10 dismiss without prejudice -- I mean, with prejudice then
11 the Defendants, they are done. They don't have to pay
12 any money. They don't have any obligations to you.
13 There is -- I mean, it is to their benefit, I guess.

14 Does that make sense, what I'm saying?

15 Let me just place her under oath real quick.

16 THE INTERPRETER: The last part about the payment,
17 what did you say?

18 THE COURT: Yeah. Let me place her under oath real
19 quick. Raise your right hand.

20 GLENDA L. OCHOA,
21 having been first duly sworn to state the truth, was examined
22 and testified through the interpreter as follows:

23 THE COURT: Okay. All right. You had a question
24 about the last part.

25 What is that?

1 THE INTERPRETER: Yes, the last thing you
2 mentioned.

3 THE COURT: Which part?

4 About not getting paid or getting money?

5 THE INTERPRETER: About the third parties.

6 THE COURT: Yeah.

7 So the third parties are -- so there's something
8 called discovery, and it's where the lawyers ask for
9 information and that information is supposed to be
10 provided as long as it meets certain criteria, and our
11 case has kind of hit a still -- hit a wall on getting
12 information from the third parties, Ortho Sport,
13 Medernix, some of these companies that dealt with either
14 providing medical services or billing or things of that
15 nature.

16 Part of that includes your case, but it also was
17 going to what might be some arguments about the
18 methodology or manner in which these companies are
19 operating. Not real specific to you. So that has
20 prevented your case from getting to a trial.

21 Does that answer your question?

22 THE INTERPRETER: Yes.

23 THE COURT: Okay. So I thought it best to hear
24 from you and you don't have to give -- I'm not going to
25 force you to explain your rationale for doing something.

1 Primarily, I want to know that you understand what
2 a dismissal with prejudice means.

3 So do you understand that?

4 THE INTERPRETER: Yes.

5 THE COURT: And can you tell me what that means to
6 you?

7 THE INTERPRETER: Yes.

8 I would like for you to explain that to me
9 because --

10 THE COURT: Okay. So if your -- if your case is
11 dismissed with prejudice, and think about it.

12 Prejudicial. It's prejudicial against you. You don't
13 get in in trouble. Okay. But it means that whatever
14 claims that you had from this accident or whatever
15 occurred, if you dismiss it with prejudice, they have,
16 the person who either hit you, the company, the
17 individual, they don't have to do anything.

18 You know, there is no trial. There is no
19 settlement. Everything stops today if I decide that, and
20 anything that you owe, if you have incurred, you
21 personally have incurred expenses, medical bills,
22 ambulance costs, whatever, you are giving up any right to
23 have a jury, a judge have a trial and find in your favor
24 or against your favor; and you give up any right to have
25 a potential settlement, money. Because most people when

1 they sue, they are suing for money. You are giving up
2 all those rights if you dismiss your case with prejudice.

3 Now, the other part of it is there was some
4 indication that maybe you didn't want Mr. Slate to
5 represent you, and that's fine; but if you dismiss the
6 case with prejudice, you can't go hire another lawyer and
7 sue. The case is over with.

8 Does that make sense?

9 THE INTERPRETER: Yes.

10 THE COURT: With all that in mind, do you want your
11 case to be dismissed, and I'm going to give you -- there
12 is three answers that you can choose. It's up to you.

13 The first answer is no, I don't want to dismiss my
14 case, and the second part of that would be I want a new
15 lawyer or I want to stay with my lawyer. That's if you
16 want the case to continue.

17 The second answer is I want to dismiss my case
18 without prejudice, and you could refile the case with
19 your current lawyer or with Mr. Slate or his firm or with
20 another lawyer; and then the last answer is I want to
21 dismiss my case with prejudice. The case is over. There
22 is nothing more I want to do in this case, and I
23 understand I will not be receiving any monies. I will
24 not be receiving a trial. The case is over. Like a --
25 like concrete.

1 THE INTERPRETER: The first thing is I don't want
2 any of this to hurt me.

3 THE COURT: You are not going to get in trouble.
4 Look, you don't get in trouble. You don't get -- I mean,
5 I can't speak to whether you owe money to anybody. I
6 don't know. I mean, if someone -- if you owe money to
7 people as a part of this case, like medical bills,
8 doctors, they have a right to collect that from you.
9 That's separate between you and these other providers.

10 But it -- so you don't get, quote, in trouble, but
11 I can't -- all I can tell you is as this case is right
12 now, if the case is dismissed with prejudice and I don't
13 have -- I don't care what you do. I just want to make
14 sure it is your choice and you are aware what those
15 decisions mean, but you are not going to get in trouble
16 with me.

17 THE INTERPRETER: Could I ask a question to Jason?

18 THE COURT: Sure.

19 I guess the question is are you really her attorney
20 right now?

21 MR. SLATE: Judge, I'm just in a really bad
22 situation as far as that is concerned. I received
23 confirmation that I've been terminated as counsel and she
24 doesn't want to pursue her case, but at the same time I'm
25 still counsel of record for this action.

1 THE COURT: Well --

2 MR. SLATE: You know, and I understand, I mean,
3 Judge, with the motion that was made by defense counsel
4 for fees and Mr. Matthews saying we are not going to
5 do -- we can't say we are going after Mr. Slate's firm.
6 We are not saying we're going after Mr. Ochoa -- or
7 Ms. Ochoa. I had to go and, basically, let her know.

8 I had to do a conflict letter with her on it and
9 say, look, if there is an award of fees that arose out of
10 anything that we did as far as representation that our
11 firm is covered. You know, I'm -- I'm in a unique
12 situation with this just as far as this goes.

13 THE COURT: I understand.

14 MR. SLATE: I don't mind conferring with her. I
15 mean, to the extent that I'm her attorney for the record
16 right now, I don't mind it; but Judge, I'm not -- this is
17 a case -- the way I see this is this is a case I'm
18 terminated on. I was told to dismiss the case, and I
19 know it's -- and Judge, this is a first impression case
20 for me, too.

21 This is the first time in tort reform -- I have
22 never had anybody object to a dismissal of the case. I
23 mean, I understand with all the ancillary issues that are
24 going on with this case.

25 THE COURT: I'm running into stuff where right now

1 I don't think a lot of people know the law on that, and
2 so I get a lot of discussion and half the time I'm like
3 go get your counterpart to either consent to it, or I
4 have got to have a hearing, and it's --

5 MR. SLATE: It's a federal process.

6 THE COURT: It is the rule. So I mean, if y'all
7 want to talk for a second, I'm not --

8 MR. MATTHEWS: And Judge, I want -- I do want the
9 Court to be aware, we do have a fees motion. So it would
10 be jointly and severally against Mr. Slate's firm and
11 Plaintiff, but he just said on the record his firm
12 intends to cover that.

13 MR. SLATE: I have got the -- I've got the waiver,
14 the conflict waiver that has -- I mean, otherwise, I
15 think I would have to go and secure her separate counsel
16 or she would have had to have a separate attorney
17 representing her today.

18 MR. MATTHEWS: I just want the Court to know that
19 that would be agreeable to us if Mr. Slate's firm wanted
20 to cover -- if the Court saw fit to grant our motion for
21 fees and Mr. Slate's firm wants to cover it, we are good.

22 MR. SLATE: And Judge, you --

23 THE INTERPRETER: Excuse me.

24 Could Mr. Matthews speak into the microphone?

25 MR. MATTHEWS: I am. I don't know if it's catching

1 me or not. I don't know how to get any closer.

2 THE COURT: That's okay.

3 Let me see if I can get the volume.

4 MR. MATTHEWS: All right. I will try to project my
5 voice. I think it's important Ms. Ochoa hear this.

6 We have moved for legal expenses to be recovered
7 from your case. I looked this morning. There are about
8 \$123,000 in legal fees and another 13 in costs.

9 THE COURT: Give her a second to translate.

10 MR. MATTHEWS: Sure.

11 We are seeking a judgment against both you and the
12 attorney, Mr. Slate, but Mr. Slate just offered to cover
13 that judgment, which was my understanding, which would be
14 acceptable to us.

15 That is all I wanted to say.

16 THE COURT: So a little bit more information.

17 Because this litigation has had some ups and
18 downs -- not particularly you. It's just some of the
19 process. Mr. Matthews' firm has been spending money to
20 represent his client. If the case is dismissed, let's
21 say, with prejudice, maybe without prejudice, but
22 definitely with prejudice, they have somewhat argued
23 initially is why did we go through all this. Why did we
24 spend so much money to defend something that may not have
25 been valid?

1 Okay.

2 That would be the question.

3 And what they have asked me to do -- I haven't made
4 any ruling -- is if I get to that stage and if I were to
5 find or think that, yes, they should get paid for having
6 to defend a case that is now suddenly going away. They
7 initially would want any monies that I awarded, if I did,
8 to be what's called jointly and severally liable which
9 means either Mr. Slate's firm, or you, could be obligated
10 or judged to owe that money.

11 Mr. Slate has indicated that he does not want to
12 put you in that position, and if any monies were deemed
13 to be owed that his firm would cover those and release
14 you from having any financial obligation for attorney's
15 fees.

16 As far as your medical bills, ambulance costs, or
17 anything of that nature, that is between you and those
18 hospitals, doctors, therapists, whoever it is. I don't
19 have any control over that if you owe the money. That
20 would be a separate issue.

21 Does that make sense?

22 Does that answer your question?

23 THE INTERPRETER: Yes.

24 THE COURT: Do you want a few moments to think
25 about what -- because the next thing I want to know is

1 what do you want to do with your case.

2 MR. MATTHEWS: Judge, we do have one question for
3 her before she makes that decision.

4 THE COURT: What would that be?

5 MR. MATTHEWS: We would like to know if anyone has
6 offered her anything to dismiss the case, even if it is
7 in kind.

8 THE COURT: Before I ask that question, has anybody
9 offered you money, forgiveness of debts, reimbursement
10 for expenses for you to dismiss this case?

11 MR. SLATE: Judge?

12 THE COURT: Yes.

13 MR. SLATE: Judge, I'm in a position of conflict
14 here with not being her attorney. Am I partial attorney
15 or not because I'm in possession of a confidential
16 document that relates directly to this matter, and as far
17 as I don't exactly know what to do, in particular, with
18 the document other than if the document were to become
19 public, it could expose her to a breach of contract claim
20 and, certainly, it is not something that we want.

21 If Your Honor would --

22 MR. MATTHEWS: Can I just get some clarity here?

23 Jason, is what you have there a settlement
24 distribution statement?

25 MR. SLATE: I would prefer to show it to the judge,

1 and the judge can make the decision before it is
2 published on the record.

3 MR. MATTHEWS: Okay. I don't mind if the judge
4 takes a look at it, but I would say if Ms. Ochoa, in
5 fact, has been paid off, we have a right to know that.
6 It does go to our motion, and it is relevant to the rest
7 of the litigation.

8 THE COURT: I don't know anything yet so it's all
9 good. I think y'all know me enough or, at least, I hope
10 you know me enough. I try to be as measured in my
11 decisions and not reactive.

12 MR. MATTHEWS: Agreed.

13 THE COURT: Nothing methodical.

14 (Brief pause.)

15 I'm going to just take a recess and review this.

16 (A recess was had from 11:29 a.m. to 12:02 p.m.)

17 THE COURT: I'm not sure what I'm supposed to do
18 so I'm going to put us on a break. Lunch until 1:30. I
19 need to search some things out and figure out what my
20 next steps should be.

21 MR. BRANCH: I want to put on the record, Your
22 Honor, I talked to Gray Brantley.

23 THE REPORTER: I'm sorry. You're going to have to
24 speak up.

25 MR. BRANCH: Kevin Branch with McMickle, Kurey &

1 Branch.

2 I talked with Greg Brantley who I know and told him
3 what Mr. Stubblefield's testimony was.

4 THE REPORTER: Louder.

5 MR. BRANCH: I told him what Mr. Stubblefield's
6 testimony was. He would like to be able to talk with the
7 Court today. He is very troubled that his name has been
8 smeared with potentially telling someone to evade service
9 process. So I have his mobile number. He said he has
10 been involved in a matter in Gwinnett County, a hearing,
11 but he was unhappy, troubled, and wants to be able to
12 participate in this and clear his name with the Court.

13 He told me he doesn't even think he was continuing
14 to represent anybody as of January 25. That would
15 probably be the latest he was involved. No. He said
16 January of '25 he thinks would be the last time he thinks
17 he would have been involved with Premier Medical.

18 So I have his mobile number if the Court would like
19 it in terms if the Court would like to reach out to him.

20 THE COURT: Yeah. I will do it back -- just give
21 it to me at 1:30. I need to eat something, but also I
22 have got to run a lot of these things through my mind
23 about what my next steps are going to be and what my next
24 step should be. I have never been presented with this
25 issue before so it's a little uncharted territory.

1 So before we go on break, what concerns does -- I'm
2 not saying what I have looked at, but what concerns do
3 the attorneys have at this point in time?

4 MR. MATTHEWS: I appreciate that, Judge.

5 I'm concerned about a number of issues. I don't
6 know what you are looking at, but I know that it is
7 illegal under Georgia law to engage in a contract of
8 champerty and maintenance under OCGA 13-8-2, Subpart A
9 and Subpart 5; champerty and maintenance at 13-8-2, A5.
10 It's the practice of paying someone's lawsuit off, and
11 the Court can do some research on it. It is an old, old
12 common law that has been statutorized in Georgia.

13 I'm concerned about fraud upon my client and upon
14 the Court. I'm concerned that what this looks like at
15 this moment -- and I'm not saying it is, but it looks
16 like. We got to a point where a claim that maybe had
17 some value, some legitimacy of some kind, got inflated
18 and increased to try to soak my client for a \$350,000
19 demand that when we got to the moment where the hand was
20 in the cookie jar and this Court was going to take a look
21 at it, panic set in and people started to engage in
22 agreements to pay off Ms. Ochoa, which is not a surprise
23 to us, in an effort to avoid this Court's oversight.

24 There are some significant issues with that because
25 my understanding is Ms. Ochoa had legal expenses and also

1 medical expenses but not just from Ortho Sport and Spine.
2 She also had expenses from other providers.

3 So debts can be forgiven by one entity, but they
4 can't forgive someone else's debt; and if money went to
5 pay those other debts off, where did the money come from?

6 Was it forwarded by the attorneys because that's
7 illegal in Georgia? Lawyers can't pay for clients'
8 medical treatment.

9 Was it forwarded by the non-parties because that
10 raises questions about whether there was fraud in this
11 case from the outset and they were afraid of being
12 caught?

13 Was it paid for by someone else, like a funding
14 company, that has not been disclosed to us? That could
15 be problematic, but fundamentally, I think this is a case
16 of fraud, and we caught them in an inchoate attempt of
17 fraud; and if the Court walks it off and says all right,
18 dismissed, effectively they get away with it, and our
19 request to the Court is going to be that we get all of
20 our fees and expenses reimbursed by someone, jointly and
21 severally, perhaps the Plaintiff's lawyer, perhaps
22 Ortho Sport and Spine, or whoever else is involved in the
23 fraud, and that we get disclosure for the sake of the
24 judicial system of whatever it is that they have done
25 because it is relevant and it is going to be important in

1 other cases in which these same tactics may get tried,
2 and the Court knows this is an ongoing issue and if this
3 does go to fraud, I think the crime/fraud exception would
4 apply to any privilege that might exist.

5 And if this agreement was made between an attorney
6 who is no longer representing a client and the client,
7 they don't have attorney-client privilege at that point
8 because they are in an adversarial posture. I don't know
9 if she was represented by some other person in
10 negotiating this agreement, but whoever that is isn't the
11 attorney that seemingly has entered into this deal with
12 her if, indeed, that is who it was. So I think there is
13 a number of reasons why sanctions need to come down,
14 money needs to be reimbursed, and the Court needs to
15 stick a flag in this, issue a comprehensive order, and
16 make whatever that is a part of the record, and stop this
17 from happening again.

18 MR. SLATE: Your Honor, my concern would be that
19 Ms. Ochoa's privacy interests and any kind of
20 confidentiality would outweigh the public's right to a
21 few pages of documents. That's my primary concern at
22 this point.

23 Like I said, I have been put in a unique situation.
24 I have never been involved in a situation like this.

25 THE COURT: I haven't either.

1 MR. SLATE: And did not have knowledge until
2 preparation for this hearing, Your Honor, to be quite
3 frank with you.

4 THE COURT: That is good to know.

5 MR. SLATE: And you know, as a result, you know, my
6 concern, obviously, would be for Ms. Ochoa with respect
7 to this and just not being exposed to anything else.

8 As far as the fraud allegation is concerned, Judge,
9 this is all on the record, and I don't -- my concern is
10 that anything that is public on this would affect the
11 confidential nature of that agreement. So as far as
12 argument is concerned with respect to that, you know, on
13 the record, I truly don't know what I can disclose.

14 THE COURT: I'm not asking for anybody to violate
15 privileges or anything of that nature, but, Mr. Heidari,
16 do you have anything you wish to say?

17 MR. HEIDARI: Yes, Your Honor.

18 That agreement was confidential, and that was part
19 of the consideration to remain confidential, and so we
20 would request that it does, in fact, remain confidential.
21 And if the Court is going to consider it, we request that
22 it be covered with a seal. Simple as that.

23 MR. MATTHEWS: That tells me Mr. Heidari was
24 involved in the agreement, which means there is no
25 attorney-client privilege, and he is trying to use

1 confidentiality to shield this information from other
2 courts.

3 I can quote you the case of Barger versus
4 Garden Way, and it says that you cannot use a
5 confidentiality agreement to shield the people's evidence
6 in other cases, and if you want to look at Wayne Purdom's
7 book on this -- I just cited it, too -- he says the Court
8 is not empowered to enter an order but says that the
9 material that is discoverable in other cases is
10 confidential in those cases.

11 These gentlemen behind me, the five partners from
12 McMickle, Kurey & Branch that are here today, are not all
13 here on behalf of just LAD Trucking. They have multiple
14 other clients that have an invested interest in this
15 issue with Ortho Sport and Spine, and they are going to
16 be sending subpoenas and this Court cannot seal what is
17 probably an illegal champerty agreement to pay off
18 someone who is about to get busted for the fraud they
19 were trying to perpetuate and prevent other judges from
20 seeing that.

21 Now, if the Court wishes to seal it in such a way
22 that other courts have the benefit but it doesn't get
23 published in the newspapers, that's fine with me;
24 although, I do note that my client is currently running
25 for the state house and has a very strong interest in

1 making this kind of thing stop.

2 MR. BRANCH: Your Honor, Kevin Branch again, Zach's
3 partner.

4 I have long suspected that this is exactly what was
5 happening because every time we got to the point that a
6 court was interested in requiring a Medernix,
7 Ortho Sport, U.S. Logix, all the way back to
8 Black Crystal, I believe I'm the first person who ever
9 handed Mr. Heidari a subpoena from finding out who
10 Black Crystal was and what their role was.

11 Anytime a court has taken interest in this and
12 started to enter orders that required production, the
13 case mysteriously got dismissed. And I -- some of the
14 cases were cases with merit, and so I have long suspected
15 that what we see is a track record and you just happened
16 to be the one judge who has taken an interest in this
17 after the law change that they just couldn't dismiss and
18 run from.

19 So I think that also should go into consideration
20 that this is -- we are at the end of a long track on this
21 exact thing happening.

22 MR. HEIDARI: Your Honor, we are happy to go over
23 this issue. We are happy to revisit this issue, but
24 there is a Supreme Court case involving the Savannah
25 College of Art and Design that deals with the

1 confidentiality of settlement agreements, whether issues
2 remain sealed and the public's right to have access to
3 those confidential agreements; and according to the
4 Supreme Court, the right to the privacy interest of the
5 individuals to have a confidential agreement remain
6 confidential outweighs the public's right to know.

7 THE COURT: What about a court's right to know as
8 it relates to pending litigation?

9 MR. HEIDARI: I have no research on that, Your
10 Honor; and obviously, the Court does know which is why we
11 were candid about the situation.

12 MR. MATTHEWS: Judge, we did have a sanctions issue
13 pending against Mr. Heidari, as well, which I assume we
14 will take up after this.

15 What you are looking at very well may go to that
16 sanctions motion, as well, if it indicates that
17 Mr. Heidari was involved in procuring the dismissal of
18 this case to avoid having it aired out that he has been
19 the one orchestrating the discovery abuse throughout this
20 entire judicial system.

21 I mean, I don't mean to make your case a landmark
22 case. It already kind of has been because they put it on
23 appeal, but this is a perpetuating problem. Judge
24 Fortner identified that in his order. Judge Purdom
25 identified it in his order. The federal Northern

1 District is now identifying that, and, candidly, if
2 Mr. Heidari, as seems to be, is the one behind that,
3 first of all, he probably should not be here making
4 argument; and secondly, I think that our motion, whatever
5 you are looking at there, bears on that motion.

6 MR. HEIDARI: Your Honor, I take offense to all the
7 statements they are making about me personally. They
8 make statements as though these are my companies or I am
9 doing something improper which is not the case.

10 The allegations in their motion for sanctions or
11 contempt against me, I think they showed their hand when
12 they sought my disqualification from any Ortho case.
13 That is really their primary objective. There is nothing
14 that I have done that is improper. There is nothing that
15 has been improper with any of this.

16 This notion that that is champerty, that is not the
17 definition of champerty. Champerty is to pay someone to
18 do a lawsuit. There is no issues in resolving the
19 situation.

20 MR. BRANCH: Your Honor --

21 MR. HEIDARI: I would note, Your Honor, that my
22 client occurred \$18,000 in medical bills. We have
23 already been through one appeal, and there was a second
24 appeal that has been initiated. The whole purpose of
25 that was to avoid collections. The purpose of that was

1 to avoid extra legal costs which, unfortunately, we have
2 been continuing to incur.

3 MR. BRANCH: Your Honor, I personally took interest
4 in this. When I found out that our process server in
5 this case had had the police called on him, we requested
6 body cam video and the body cam audio.

7 At that point, I believe you have a letter on this,
8 and the reason I'm bringing this up is when they were
9 trying to --

10 THE COURT: Serve Mr. Heidari?

11 MR. BRANCH: Yes, sir.

12 And there was an indication made in the body cam
13 that he should not be trying to serve Mr. Heidari at his
14 house, and then he said he needs to serve him at his
15 office. I have a series of e-mails.

16 I spent a morning of my time looking into where
17 Mr. Heidari's offices potentially were. I located a post
18 office box in Cobb County, and I located his house. I
19 even found a prior address in a building in Midtown, and
20 I called the broker and the broker says he couldn't have
21 an office here. This building is under construction.

22 And so the only place where he has an office is a
23 place where he told a law enforcement official that it
24 was improper to serve him. So someone who is registered
25 with the Secretary of State as a registered agent called

1 the police on somebody associated with trying to get them
2 arrested for serving them at the address that he is
3 listed with the Secretary of State.

4 I say that to the Court because when he stands up
5 and says he has no interest in this, no officer of the
6 Court who is acting as a mere lawyer does those kinds of
7 things for a client. They don't. You don't make
8 statements like that, false statements to a law
9 enforcement officer, if you don't have some kind of
10 interest in this or you don't know where the line is
11 between representing a client and doing things for the
12 client that are inappropriate.

13 And I think that the letter that you have outlining
14 that probably could not be clearer as to we have someone
15 here who doesn't know where the line is in terms of
16 representation, and I suspect that agreement that you
17 have in there fully gets to that, which is another issue
18 that the Court is going to have to take up because,
19 candidly, I think this litigation needs to end; but what
20 happened with the law enforcement official, I think, has
21 to go beyond this case.

22 MR. HEIDARI: Your Honor, I just want to respond to
23 that.

24 I am a registered agent for Ortho Sport, and we
25 received documents from all sorts of individuals, all

1 sorts of law firms, all sorts of adjustors, all sorts of
2 medical practices. This is the only firm that decides to
3 send people to my house when they know I'm not home to
4 harass me.

5 They have previously when they know I'm on
6 vacation -- they know I'm out for the week -- they send a
7 notice of deposition on a Monday when they know I'm gone
8 for a deposition to occur on Friday. These are the
9 tactics that I'm repeatedly dealing with, and, yes, it is
10 very invasive for individuals to come to my house, my
11 private residence, when they know I'm not going to be
12 there to try to fluster me, and that is improper.

13 They know how to serve me. No other firm has
14 issues serving me on behalf of the company, but somehow
15 this firm finds it prudent to come to my house in all odd
16 hours.

17 MR. BRANCH: Your Honor, this gets to the heart of
18 this matter. He is here complaining to the Court that he
19 signed himself up as a registered agent, and he is now
20 frustrated that people are serving him as a registered
21 agent. That is the genesis, when you cut down to it, of
22 what he just said, and that is his view of the legal
23 system. It truly is.

24 THE COURT: All right. We will be on break until
25 1:30.

1 MR. MATTHEWS: Thank you, Judge.

2 (Lunch recess taken, 12:20 - 1:30 p.m.)

3 MR. HEIDARI: Your Honor, if I could supplement
4 that case cite from earlier.

5 It is Savannah College of Art and Design versus
6 School of Visual Arts, Inc. The cite is 270 Georgia 791.
7 It's a 1999 case.

8 In that situation, the trial court ordered the
9 settlement agreement to be filed as part of the public
10 record. When it went up to the Georgia Supreme Court,
11 they held that the -- specifically, the presumption of
12 public accessibility to court records is clearly
13 outweighed by the party's privacy interest. The case is
14 very similar to what we are dealing with in terms of
15 settlement agreements and individuals inquiring about
16 them. In that situation, it was the newspaper and a lot
17 of other interested parties who were interested to know
18 those details.

19 MR. MATTHEWS: Well, Judge, we are the party in the
20 case, and we are worried about fraud and not about the
21 public interest here.

22 Barger versus Garden Way says, in our view, a
23 provision that a party to a confidential settlement
24 agreement may nevertheless testify and otherwise comply
25 with the subpoena, court order, or applicable law is an

1 implicit term in such a confidential settlement
2 agreement.

3 MR. HEIDARI: I don't believe any of those terms
4 are at play, Your Honor, if you have the agreement in
5 front of you.

6 THE COURT: So, I mean, I deal with confidential
7 information all the time, whether it be medical records,
8 school information sometimes, divorces that deal with
9 high net worth assets. I'm always required to do a
10 public hearing on whether or not that information should
11 be sealed.

12 On criminal cases, it's a little bit different
13 because people who may be having a first offender, you
14 know, is it the public's right to know whether this
15 person is a 19-year-old that did something stupid, you
16 know, as a felony, as a first offender. You know, you
17 might be seeking financial aid, might be seeking housing,
18 might be seeking other things, and what is the potential
19 harm.

20 So we look at what is the potential harm to an
21 individual or individuals if that information were to be
22 publicly visible, and then what is the public's right to
23 know matters. I mean, we could have a courtroom full of
24 people right now that could be listening to the entirety
25 of this hearing, and without me even saying what I have

1 got in front of me, there could be a lot of information
2 that could go, huh, this is going to be interesting; and
3 when you get into -- the question is what are we trying
4 to protect?

5 You know, what is it that we are trying to protect
6 in a situation like this? So I mean, you know, I have
7 never in 30 years had this happen, and, Mr. Slate, I
8 think I heard you correctly, but this was information
9 that you learned of.

10 MR. SLATE: In preparation for the hearing, Judge,
11 in interviewing files.

12 THE COURT: And it would be my belief that you
13 ethically were in the right to disclose that.

14 MR. SLATE: And I didn't know what my ethical
15 considerations were in that moment, Judge. I mean, I
16 just tried to bring it before the Court.

17 THE COURT: I think that it is absolutely the most
18 ethical thing you could do because either -- if I asked
19 the question, I don't know what Ms. Ochoa would say.
20 Hopefully -- she is under oath -- she would tell the
21 truth, but then it has to be, sort of, a concern in her
22 mind am I breaching something possibly.

23 And but there is no intentional breach of anything.
24 This is a court hearing to determine certain aspects of
25 the methodology of how did we get here on this one issue

1 of dismissal, and so I can't say that she is then
2 required to -- that she has voluntarily breached
3 something because, I mean, she is under oath. She is
4 required to tell the truth, which would mean to disclose
5 whatever the truth is, and I think because you still sort
6 of have that representative capacity.

7 MR. SLATE: I do, Judge.

8 THE COURT: I think that you have done the correct
9 thing, as far as Ms. Ochoa goes, so I'm going to release
10 it.

11 MR. MATTHEWS: May we see it?

12 THE COURT: Mr. Ed, will you make a copy of this?

13 MR. HEIDARI: Your Honor, before we do that, could
14 we have an opportunity to brief the Court?

15 THE COURT: No. No. No.

16 Y'all have had opportunities since August, and you
17 didn't appear. You sent somebody else in your stead.
18 This information was known to you since July.

19 MR. MATTHEWS: Huh.

20 THE COURT: Plus, it is my understanding, if I
21 understood correctly -- I will look in the file -- that,
22 Mr. Matthews, you have asked the record to be
23 supplemented to the Court of Appeals --

24 MR. MATTHEWS: We have.

25 THE COURT: -- for this particular hearing.

1 MR. MATTHEWS: Any and all hearings, really, Judge.
2 We love the Court of Appeals to have full oversight and
3 overview of what is going on down here.

4 THE COURT: The whole purpose of discovery in any
5 case, any trial, is to seek the truth. Seek the truth.

6 Actually, can you make one more copy?

7 I want a copy.

8 MR. MATTHEWS: Judge, may I approach?

9 THE COURT: Yes.

10 Mr. Slate, I will give this one back to you for
11 your files.

12 (Brief pause.)

13 MR. MATTHEWS: Judge, can I just read a few things
14 into the record?

15 THE COURT: Go ahead.

16 MR. MATTHEWS: So apparently, what's gone on here
17 is that this settlement and release agreement was made on
18 the 11th day of July, 2025, between Ortho Sport and Spine
19 Physicians, LLC, and Glenda Ochoa. OSSP and Ochoa may be
20 referred to collectively as the undersigned or the
21 parties.

22 The undersigned agree to the following terms and
23 conditions. OSSP shall hereby dismiss the case captioned
24 Ortho Sport and Spine Physicians, LLC, versus Ochoa,
25 Civil Action 2025-CV-001081 pending in the State Court of

1 Hall County with prejudice.

2 THE COURT: Which is a suit for the -- a suit
3 against Ms. Ochoa that was filed, served. No answer was
4 given presumably because of this agreement, but it was a
5 suit for \$18,000 in medical fees.

6 MR. MATTHEWS: So Ortho Sport and Spine sued
7 Ms. Ochoa in order to gain leverage to cause her to enter
8 into this agreement.

9 THE COURT: All I know is what the case filing
10 supports.

11 MR. MATTHEWS: OSSP shall pay Ochoa -- oh.

12 Ochoa shall hereby dismiss the case captioned
13 Ochoa versus Snowden, Civil Action File Number
14 2022-CV-0043, which is this case, pending in the Superior
15 Court of Oconee County within three days of this
16 agreement with prejudice.

17 OSSP shall pay Ochoa the sum of \$100,000 currently
18 with execution of this agreement. So she was paid off
19 \$100,000 to dismiss this case.

20 Any and all medical bills incurred by Ochoa through
21 December 21st at OSSP are hereby waived and discharged.
22 No mention is made of her other medical bills. The
23 parties agreement shall be kept strictly confidential and
24 not disclosed to any person or entity aside from parties,
25 entities, and accountants.

1 Ochoa releases to each of her successors and
2 assigns fully and finally and acquits and discharges OSSP
3 and its successors and assigns, managers, directors,
4 officers, employees, stockholders, insurers,
5 representatives, agents, employees, attorneys, companies,
6 corporations, subsidiaries, affiliates, parents, and all
7 other related parties, persons, or entities from any and
8 all claims, liabilities, or causes of action, whether
9 known or unknown.

10 This agreement shall be governed by the state of
11 Georgia. Venue shall be located in Fulton County,
12 Georgia. Any person signing the agreement acknowledges
13 and warrants that such signatory has actual authority.

14 There is a lengthy arbitration clause.

15 The agreement shall be executed in counterparts,
16 and the version I have is signed by someone whose name
17 starts with a J at Ortho Sport and Spine Physicians.

18 I know, Judge, this does not appear to have been
19 created just for this case. This has the appearance of a
20 form.

21 THE COURT: I don't know what it is, other than
22 what is in front of us.

23 MR. MATTHEWS: This document is not signed by the
24 Plaintiff, but I assume she has her own copy.

25 THE COURT: There is a last page that has the --

1 MR. MATTHEWS: Okay. The parties shall cooperate
2 to facilitate the terms and intent of this agreement.
3 There is not a Spanish copy of this contract. Payment
4 was made not by Ortho Sport and Spine but by
5 Heidari Power Law Group, LLC, on July 11th, 2025, in the
6 amount of \$100,000.

7 I don't know Mr. Heidari's handwriting, but I would
8 have questions about whether this is his writing on this
9 check paying off the Plaintiff who had sued my client.
10 Judge, I think --

11 THE COURT: The last page has a purported signature
12 page where Mrs. --

13 MR. MATTHEWS: Yeah.

14 The last page is a three-page picture with her
15 signature on one of those pages. I take Mr. Slate at his
16 word that he didn't know about this, and I want to
17 acknowledge that on the record and I appreciate Jason for
18 his professional integrity in bringing it to the Court's
19 attention, but we do have a 9-15-14 motion pending.

20 I heard Mr. Slate say earlier that he would be
21 willing to stipulate his firm would reimburse or cover
22 any jointly and severally liable payment, but I have
23 questions about whether Mr. Slate is anticipating being
24 reimbursed himself for that.

25 THE COURT: Well, before you even get there, this

1 may be a pause point in this process.

2 One, you know, unless someone tells me otherwise, I
3 don't know if Ms. Ochoa had representation at the time of
4 this document.

5 Mr. Slate, if you didn't know anything about it,
6 then I'm going to presume --

7 MR. SLATE: Your Honor, I believe another attorney
8 in my firm conveyed the offer made by Ortho Sport to
9 Ms. Ochoa. I was on leave of absence, and my leave is on
10 file with the court.

11 THE COURT: That's fine. I'm not trying to dig
12 into stuff. You know, it is just I have got two parts.
13 One is I'm assuming the money has been delivered and has
14 been accepted. Maybe. Yes. No. I don't know.

15 MR. SLATE: And Your Honor, we did not accept any
16 fees. We did not take any fees from anything. We were
17 not a party to this agreement.

18 THE COURT: I understand.

19 This -- you know, this case has been of such
20 where -- and again, whether, you know, if the case was
21 being dismissed, the question was was it brought in bad
22 faith. Well, if -- man, y'all have put me -- put me in a
23 weird position.

24 That would mean there was no merit to the case, but
25 Mr. Slate has not been part of the third-party discovery

1 issues which, you know, is being appealed right now on
2 various issues.

3 MR. MATTHEWS: Has there been a fraud upon the
4 Court?

5 THE COURT: Well, I'm not so -- I'm not saying. I
6 don't know yet. I mean, that is the issue I have run
7 into is I just have this matter where a third party has
8 settled a -- brought suit against their patient and then
9 paid their patient \$100,000 for them to drop a suit for
10 which she claims that she has a meritorious claim on and
11 maybe did or does, but it also surrounds and the Court,
12 you know, takes notice of the manner and method in which
13 this case has transpired which was we've been on
14 third-party discovery for two and a half, three years,
15 and it has come to light through various hearings that
16 information that could be accessed could be accessed;
17 that the individual, Mr. Stubblefield, is, you know,
18 based on today is still working with some successor in
19 interest or at least access to information from a
20 successor interest, that that party has been in the wind
21 for three years.

22 And then, you know, I will note that what y'all
23 filed over the course of the last two or three months
24 with individuals contacting other individuals without
25 attorneys being a part of this, and I'll also take notice

1 that there are multiple courts of varying degrees that
2 have been equally frustrated and concerned about the
3 process of this case.

4 So there is a part of me that goes maybe I'm just
5 going to sit back and watch the movie unfold for a little
6 while before I make some final decisions because I think
7 this has created a larger issue, and, again, I'm going to
8 take Ms. Ochoa as a citizen who is not a lawyer, who
9 is -- I don't want to say unsophisticated but is not, you
10 know, I'm not -- she is not expected to get all of these
11 things and understand them readily. I mean, it's hard
12 for some of us at times to figure out all these things.
13 I mean, this is just disturbing.

14 So there is a part of me that says I don't know if
15 I'm going to dismiss this case right now because I think
16 that, you know, this may be a sole issue. It may not be
17 a sole issue. I don't know.

18 MR. MATTHEWS: Judge, if I could point out a
19 thought that occurs to me. I need to confer with my
20 clients on this.

21 THE COURT: Yeah.

22 MR. MATTHEWS: But this may be grounds for a
23 third-party claim for fraud.

24 THE COURT: You know, again, I'm not taking any
25 position on -- my goal today was to figure out

1 Mr. Stubblefield, figure out Ms. Ochoa to make sure her
2 rights were protected and are protected, and I still want
3 to protect those rights at the least because I don't know
4 if Ortho Sport is going to suddenly demand \$100,000
5 back --

6 MR. MATTHEWS: Right.

7 THE COURT: -- because I now have concluded that I
8 needed a truthful answer to ensure that her rights were
9 protected, and then I have learned some additional
10 information. So I don't want to put her in jeopardy for
11 something that she has been required in a court of law to
12 do that she did not -- you know, she has kept
13 confidential what she agreed to keep confidential, other
14 than to a court of inquiry related to her case.

15 MR. SLATE: I appreciate that, Judge.

16 I really do.

17 THE COURT: I am concerned about people. I'm
18 concerned about our process. I'm concerned about the
19 law. I'm concerned about what we do in these
20 institutions. So I'm just not going to throw her to the
21 bus, you know, because she has -- I have already
22 explained that.

23 So I'm not going to dismiss the case right now.
24 I'm going to see what the next logical steps are. Y'all
25 have some position that you can take, and I guess you

1 can -- I don't know what else might come of this.

2 MR. MATTHEWS: Judge, if the case continues, we
3 have an interest in speaking with the individuals who
4 have been identified here today, although I note that
5 Diego Garcia is on a naval base in the Indian Ocean. We
6 might try to identify whoever that position might be.
7 Stephen Imes, who is identified as the owner, and if he
8 can be located; he is in Georgia.

9 So it might be that I would ask the Court if we are
10 going to do this, given the way it has gone, I would
11 greatly appreciate the Court's time to let us do it
12 before Your Honor and have a conversation with Mr. Imes
13 unless Medernix complies because at this point they have
14 been ordered and their right of appeal is gone, and
15 Mr. Stubblefield just confirmed they can comply.

16 THE COURT: Again, I'm not taking any one position.
17 I mean, you know, she has a claim that she wanted to
18 dismiss, but I think what we have here today puts that
19 potentially in jeopardy or not. I just don't know.

20 I know the Defendants have a vested position in the
21 outcome of this case. I'm trying not -- I'm not really
22 wanting this case to get more expanded than it has. I
23 just want compliance with our discovery and get to the
24 Court of Appeals and let people move on if that needs to
25 be, or it may end up that I accept her dismissal; but I

1 think to do it right now would put her in jeopardy under
2 what someone may or may not claim under a contractual
3 standpoint, and then that means the issue of attorney's
4 fees.

5 You know, because if -- I think all the other
6 issues are just reserved until I can get through the next
7 step.

8 MR. MATTHEWS: Does discovery remain open, sir?

9 THE COURT: Where are we -- the appeal on the
10 discovery is dealing with --

11 MR. MATTHEWS: Ortho Sport.

12 Those matters are superceded. That's stipulated.
13 That's simply -- that issue, we wait on the Court of
14 Appeals for that, but as to everything else --

15 THE COURT: Well, this opens up a lot of questions.

16 MR. MATTHEWS: Yes, sir.

17 MR. SLATE: Judge, if I could ask where am I with
18 respect to my continued involvement in the case?

19 THE COURT: You know, you have a position?
20 Anybody?

21 She has terminated him, and he has asked to be
22 withdrawn from the case.

23 MR. MATTHEWS: I would stipulate to Mr. Slate's
24 withdrawal from the case based on termination, but I do
25 not withdraw my 9-15-14 against his firm on the basis of

1 that.

2 We are where we are because of actions taken, I
3 don't think necessarily by Mr. Slate, but by his firm;
4 and he has kind of revealed that here today that this
5 wasn't his doing, and I take him at his word but I do
6 think the firm had involvement.

7 THE COURT: So Mr. Slate, I will let you out.

8 MR. SLATE: Okay. Thank you, Your Honor.

9 THE COURT: If you will just send me an order, I
10 will sign that; but it is still subject to a 9-15-14
11 motion that is pending.

12 MR. MATTHEWS: Yes, sir.

13 MR. SLATE: Thank you, Judge.

14 THE COURT: Yes, sir.

15 And Ms. Ochoa, you are free to leave. Although, I
16 would ask -- you know, I don't know if you are going to
17 be -- you may need some representation at some point. I
18 just don't know yet.

19 THE INTERPRETER: Can I talk?

20 THE COURT: Yeah.

21 I don't think you -- I don't think you have done
22 anything other than just be yourself and get advice --

23 THE INTERPRETER: I am a victim of all of this
24 because I have been very surprised about everything that
25 is going on. I had no information about what has been

1 happening with Jason. I am really sorry about this. The
2 person who contacted me said that he came from the same
3 legal firm as Jason, and I trusted this person.

4 MR. SLATE: I just said that to the Court, that she
5 spoke with another attorney in my firm.

6 THE COURT: It is behind us as far as the Court is
7 concerned.

8 THE INTERPRETER: I had no idea there was any kind
9 of fraud because the person told me that the case was
10 going to be closed.

11 THE COURT: And listen.

12 I don't think you have -- I don't think you have
13 done anything other than just be yourself and seek advice
14 as you could get it.

15 THE INTERPRETER: The person that talked to me, I
16 trusted him because he was a lawyer and he said he
17 represented the firm. I had no idea. They just told me
18 to send this e-mail, and I sended it (sic) -- and I sent
19 it. I had no idea that I was dismissing my lawyer.

20 MR. SLATE: Judge, at this point, I would object.
21 There's a 9-15-14 claim that is pending that has
22 attorney-client privileged information. This is of the
23 representation.

24 MR. MATTHEWS: She is waiving it by volunteering
25 this information, and she seems to have a beef with the

1 lawyer she just fired. I think we have a right to hear
2 what she has to say.

3 THE COURT: You know, there may be other
4 individuals outside of this case that are going to speak
5 to it. I'm trying to -- I just want to -- the last thing
6 I'm trying to have from Ms. Ochoa, as a citizen who has
7 been part of this process and probably not -- you know, I
8 won't say that she is ignorant. It is just that she is
9 not a lawyer and is not aware how these processes work.
10 I want to protect her position with whatever that may be
11 for her going forward.

12 THE INTERPRETER: So I did what they told me. They
13 told me that either I took the money, or I run the risk
14 of just not getting anything.

15 THE COURT: Well, and, again, I don't want to --
16 like the personal reasons, I can understand those. That
17 might be for a different matter and a different time. I
18 just want you to know this. You're not in trouble with
19 me.

20 THE INTERPRETER: I don't want to be harmed by all
21 of this because I was not privy to what was going on.

22 THE COURT: Well, and again, I am keeping this case
23 open so I can ensure you as a plaintiff, the defendant or
24 defendants, the rights are protected. It may be
25 something that since Mr. Slate or his firm, the firm that

1 he is a part of that is no longer going to be
2 representing you, if you need some advice, it would be
3 worth talking to somebody, an attorney.

4 You can call the State Bar. They may have some
5 references for you to -- a lot of attorneys do things out
6 of the goodness of their heart. I know I did at times.

7 And by the way, was this settlement agreement, was
8 it ever in Spanish for you?

9 THE INTERPRETER: No.

10 In English.

11 THE COURT: Okay. Do you read English very well?

12 THE INTERPRETER: No. I never read the document.
13 They just told me to sign there.

14 THE COURT: So anyway, if you need an attorney,
15 where do you live? What county?

16 THE INTERPRETER: Hall.

17 THE COURT: Hall?

18 THE INTERPRETER: Hall County.

19 THE COURT: Hall County.

20 Again, there are plenty of resources, attorneys
21 either through the State Bar or locally. You can meet
22 with somebody if you think that you need some legal
23 advice, and sometimes people do things out of the
24 goodness of their heart. Sometimes they choose money,
25 but it all just depends.

1 I do -- I would like to get a good address and
2 phone number or e-mail for you so that if there is some
3 reason why I needed you to come to court or be open to --
4 just so I can let you know what's going on with the case.

5 Would you provide that and, Ms. Madam Interpreter,
6 would you please put all that down for us and give it to
7 the clerk of court so that we can make sure we have good
8 information for you?

9 Okay. I'm sorry. If you need any kind of work
10 excuse today or anything.

11 THE INTERPRETER: Yes.

12 THE COURT: Can we do a work excuse?

13 I don't want you to get in trouble because you had
14 to come to court.

15 MR. SLATE: I spoke with her employer, as well.
16 They are aware of the situation, Judge.

17 THE COURT: And that's good. That is the least of
18 the things that she needs to worry about.

19 Is there anything else?

20 MR. MATTHEWS: Well, the basis for the motion
21 against Mr. Heidari was his refusal to disclose the
22 ownership of Medernix and Maranex, Premier Medical
23 Solutions, and the basis of our motion and the reason why
24 we believe he has that information is that we have
25 tracked his firm using checks much just like the one that

1 I just saw, opening and closing those Entities.

2 We have a hard time believing that Mr. Heidari did
3 not know who hired his firm to do that, and, in
4 particular, when Heidari Power Law Group or
5 Delgado Heidari, which is what it is now, goes and pays
6 the state's registration fees for an entity such as
7 Premier Medical Consultants, which they do as we proved
8 with Exhibit T, I would expect as a lawyer in my firm to
9 be reimbursed for my costs from someone.

10 I believe that Mr. Heidari, because he is the one
11 registering these entities, likely has personal knowledge
12 as the longtime corporate counsel of Ortho Sport and
13 probably documents in his file that would reveal who the
14 owners are of those entities.

15 Now, Mr. Stubblefield said earlier that he thought
16 it was Mr. Imes. Stephen Imes appears to be a real
17 estate agent in East Cobb. So I have a hard time
18 believing he is the only person who is in charge of
19 Medernix, particularly when Mr. Stubblefield testified he
20 didn't even talk to Mr. Imes very often; and we know and
21 can see that Medernix is running a multi-million dollar
22 business per year.

23 There has been, as the Court said, earlier
24 subterfuge (sic) in this case. So we believe
25 Mr. Heidari needs to be put under oath and asked

1 questions about his involvement in the creation and
2 destruction of those companies. That is the nature of
3 our motion against Mr. Heidari at present, although it
4 may change as I'm seeing what is going on in this file.

5 MR. HEIDARI: Your Honor, you gave a very short
6 directive as far as what you wanted. I filed a notice
7 with this Court within the time period, and I went beyond
8 what your court order specified of me to do and I
9 identified everything I knew and I provided that
10 information for the Court.

11 THE COURT: In the affidavit?

12 MR. HEIDARI: It is in the counsel's notice filed
13 on October 14th, 2025.

14 THE COURT: So I guess the question I have is, were
15 these entities Maranex and Premier Medical, Fortress, and
16 Medernix, who created those answers?

17 MR. MATTHEWS: Slightly different answer to each
18 question. If I could take the Court through the
19 timeline. It is all in Exhibit T. I'll work it out
20 pretty quick.

21 The initial document -- I'm sorry -- the initial
22 case manager, initial consultant, was called Black
23 Crystal Consulting created in 2017 by Mr. Heidari. He
24 was literally registered with the state as its authorizer
25 on behalf of, we now know, Amin Oskouei, owner of

1 Ortho Sport and Spine Physicians, because he revealed in
2 his divorce paperwork that he was the owner of that
3 entity and the owner of the marketing entity, Big Slash
4 Marketing, created on the same day.

5 After that, Black Crystal morphed into Logix U.S.
6 Logix U.S., LLC, was also set up by Mr. Heidari's
7 law firm, and payment was made to the state by
8 Mr. Heidari's law firm. We know that because we sent an
9 open records request to the Georgia Department of -- a
10 Division of Corporations and got back the check stubs.

11 The next entity was Medernix, LLC, which was set up
12 through a third-party agency called URS Agents in the
13 state of Florida as we talked to Mr. Stubblefield about.

14 THE COURT: Hang on one second.

15 If you have already got that information, y'all can
16 walk over here and give it to the clerk. I'm going to
17 let you go.

18 Mr. Slate, I'm going to let you go.

19 MR. SLATE: Thank you, Judge.

20 (Whereupon, there was a discussion held off the
21 record.)

22 MR. MATTHEWS: Can I finish, please?

23 MR. HEIDARI: I just want to note about other
24 entities. We are talking about entities from 10 years
25 ago, which I wasn't involved in the organization. I

1 couldn't tell you who owned those entities, but as far as
2 Medernix, which was created in Florida, I'm not barred in
3 Florida. I don't do Florida law, and that is pretty
4 ironclad, Your Honor.

5 MR. MATTHEWS: This is where we get into fraud upon
6 the Court.

7 THE COURT: Let me tell y'all what I'm -- look, we
8 have chewed through a lot of things today. I have
9 accomplished about maybe 50 percent of what I wanted to
10 accomplish, but that's okay because it has given new
11 insight.

12 What I want to be careful about is this. I'll just
13 be honest. I'm always honest. My concern is this.
14 There is a lot that has happened today, and I want to be
15 careful about what I do and the steps of protecting
16 people's -- I mean, I will just say it.

17 I'm concerned for Mr. Heidari a little bit, and I
18 have got to be careful that I'm not just making this all
19 about Mr. Heidari today. So I think that I will hear --
20 whether I'm going to have him testify or not testify as
21 to -- I'm just going to be real careful as I go through
22 this because I want to make sure that I stay within the
23 boundaries of what I need to do, and I'm not sure exactly
24 right now where all those boundaries are considering
25 what --

1 MR. MATTHEWS: I understand, Judge.

2 THE COURT: -- considering what we have had today.

3 MR. MATTHEWS: The point is taken, and that's what
4 I was about to say, and I think Mr. Heidari just
5 addressed it is when the entity went down to Florida,
6 that's where we can't track his fingerprints in it
7 because it was set up through URS agents, which is a
8 third-party service.

9 I called them and talked to them. They told me
10 from Florida that they believe this to be what they
11 called a UFO, meaning something that got registered in
12 their names without them being instructed about it; but
13 then when he checked, we figured out that payment was
14 made by the URS agents to set that entity up. So it
15 doesn't make sense that it would be unknown to them if
16 they paid.

17 THE COURT: URS?

18 MR. MATTHEWS: URS Agents is the name of the
19 registration service down in Florida.

20 And when we asked where the payment came from, they
21 said it came from the URS Agents office here in metro
22 Atlanta. So there is a connection back to Georgia.

23 What is, I think, most meaningful is that the
24 successor to Medernix, which Mr. Stubblefield agreed
25 today was its successor, Premier Medical Consultants, was

1 paid for by Mr. Heidari's firm. Evan Smith from his firm
2 issued payment to the Georgia Corporations Division to
3 set that entity up back here in Georgia.

4 THE COURT: Maybe it is Mr. Imes as the --

5 MR. MATTHEWS: It's not disclosed. This was the
6 nature of beneficial ownership information. In Georgia
7 you don't have to tell who the LLC members or managers
8 are, except to the feds now under the new rule.

9 THE COURT: They changed that a while back, I
10 guess.

11 MR. MATTHEWS: They have been fighting about it.

12 Florida does. In Florida, if you want to open up a
13 bank account, we found out you do have to list your
14 beneficial owners on the Florida public docket, which
15 perhaps would explain why they had to come back to
16 Georgia.

17 I don't know.

18 But the point is Mr. Heidari's law firm paid to set
19 up the company that Mr. Stubblefield currently works for
20 that he testified today has the same database access to
21 the eClinicalWorks and Fortress IQ that his predecessor
22 Medernix has. That tells me Mr. Heidari has access to
23 documentation or information as to who paid him to set up
24 Premier Medical Consultants.

25 If he has access to documents to who paid him to

1 set up the new medical facility, he knows who its owners
2 are, or at least in candor to the Court, candor to the
3 Court, be broader than just the strictest interpretation
4 of what is the narrowest thing I can say.

5 He can tell the Court, hey, I don't necessarily
6 have this information, but I do know who paid me to set
7 it up and it was whomever. The purpose of this is not to
8 tar and feather Mr. Heidari. It is to figure out where
9 the information is being sequestered from discovery in
10 this case and others so we can stop doing this.

11 I would love to stop doing this, because we have
12 had this litigation, this very same thing with about 15
13 or 20 lien clinics in Georgia and several funding
14 companies, and all of them eventually get to a point
15 where we reach an agreement that this is going to be
16 discoverable, and they turn it over. I would love to get
17 there with Ortho Sport and Spine because it would make
18 all of our lives much easier, but unfortunately we are
19 having to do this the very hardest way possible.

20 So that is where we are, and I believe Mr. Heidari
21 can answer your question, and I believe he intentionally
22 avoided answering your questions; and as a lawyer in this
23 state, I think that is contempt of court.

24 It is simple.

25 MR. HEIDARI: Your Honor, I filed a response on

1 November 18th to Mr. Matthews' motion. It goes through
2 the law in great detail. It goes through what I know.
3 It goes through my obligations. It goes through my
4 compliance with the Court, which I followed to a T
5 intentionally so --

6 And I want to note something which is -- it's --
7 it's an error of law that Mr. Matthews keeps stating. He
8 even filed in his motions that if you organized a
9 company, if you represented a company, if you ever helped
10 anyone that must mean you know the owners.

11 I have represented hundreds, if not thousands, of
12 businesses at this time. I have been represented by
13 small companies (sic). I have represented BB&T. When
14 they hire me for some representation, I don't ask them,
15 well, let's go through and see who your owners are.
16 There is no reason for me to do so. The only reason that
17 would possibly come up is if I'm dealing with an
18 operating agreement, a partnership dispute, or something
19 within that scope of representation.

20 So this notion that I can't represent companies or
21 assist creating companies or do anything legal because
22 Mr. Matthews wishes I had more information, that is
23 incorrect and that is just not the law.

24 MR. MATTHEWS: Mr. Heidari already told this Court
25 he is the corporate counsel for Ortho Sport and Spine.

1 MR. HEIDARI: That's correct.

2 MR. MATTHEWS: Mr. Stubblefield has told this Court
3 that all Maranex did was related to Ortho Sport and
4 Spine, except for possibly one or two cases with
5 Northside Hospital.

6 MR. HEIDARI: That's correct.

7 MR. MATTHEWS: I don't disagree with what
8 Mr. Heidari is saying about his relationship with
9 BB&T Bank, but BB&T Bank is not what is at dispute here.
10 We are talking about an entity that is intertwined
11 with Mr. Heidari's law practice over a period of now 10
12 years, and the idea that he doesn't know what -- who the
13 latest owner is when he did know who the first owner was
14 and he probably knew who the second owner was and the
15 third, is a little bit far of a stretch for me.

16 MR. HEIDARI: Your Honor, I would encourage you to
17 read my response of November 18th.

18 THE COURT: I will look at it again real quick. It
19 has been -- everybody has to remember that I do more than
20 civil cases.

21 MR. MATTHEWS: I do.

22 May we take a five-minute break, Your Honor?

23 THE COURT: Yes.

24 MR. MATTHEWS: Thank you.

25 (A short recess was had from 2:16 p.m. to 2:20

1 p.m.)

2 THE COURT: Let me make sure.

3 You are seeking contempt?

4 MR. MATTHEWS: Yes, sir.

5 Fundamentally, what I'm seeking is an answer to the
6 question who has been behind this discovery runaround
7 that we have been dealing with for three years. That is
8 really what I care most about, and the answer to that is
9 probably going to be whoever is the owner of the shell
10 companies which, I strongly suspect, is probably some
11 form of shared ownership with Ortho Sport and Spine. It
12 might be some more shells on top, but I think the rabbit
13 hole probably goes back to the same place. That makes
14 most sense to me.

15 Mr. Heidari said earlier, he's corporate counsel
16 for Ortho Sport, and I have some sympathy for his
17 situation here because it is clearly a very important
18 client to him. He has obviously done things for this
19 client that are now being questioned in open court. I
20 wouldn't want to be in that situation, but I get it.

21 The problem is we cannot keep getting stonewalled
22 and just -- every witness says I don't know. It's some
23 other guy. It's some guy in Marietta. It's some guy in
24 the Indian Ocean. It's some guy that's not here today
25 when the lawyer and corporate counsel for this entity who

1 has his fingerprints all over the creation of this shell
2 game is sitting in court next to me.

3 Mr. Heidari has, if not the immediate knowledge in
4 his head of who hired him to do all this, certainly the
5 ability to find out, and the duty of candor, which is
6 especially important for officers of the Court because we
7 are not talking about a witness here -- we are talking
8 about a Georgia law -- extends beyond a mechanical I
9 don't have that sitting right in front of me and I don't
10 remember at the moment what the answer is.

11 Like, he has got the ability to inquire. He has
12 got the ability to find out, and when a court orders you
13 to do so -- if I ever found myself subject to a court of
14 Your Honors, I would move Heaven and earth to get to the
15 bottom of it; and if I couldn't find the answer out, I
16 would dang sure give an explanation of why I couldn't
17 find out, and it would not be the same thing we are
18 getting here which is this, I don't know, almost flippant
19 I don't have the answer. I don't have the answer. Ah,
20 ah, ah, na, na, na, na, na. You can't find the answer
21 out. We have done this for two and a half years.

22 The only consistent thing throughout all of this
23 has been Ortho Sport and Spine whose lawyer is not just
24 its representative but also its corporate counsel who is
25 also doing the legal work to set up these shells. It's

1 what Judge Fortner says. It's a shell game, and the
2 architect of it is either sitting next to me or he knows
3 who it is. That's all I want, but if he won't answer the
4 question, yeah, then I want sanctions.

5 MR. HEIDARI: I want to dispel two things.

6 Number one, this notion of shell games, shell
7 companies, I am Ortho Sport's counsel. I know enough to
8 say if there is a shell company that Ortho Sport owns,
9 within my knowledge -- I'm sure there is a lot of things
10 I don't know about, but I do know for a fact these
11 entities are shell companies because I get called by
12 counsel for these companies asking questions, and so
13 forth and so forth; and if they were Ortho shell
14 companies, it wouldn't go down that way.

15 Beyond that, this notion that I have some
16 additional knowledge or that I cannot represent or assist
17 other attorneys or entities who seek my counsel, that is
18 also incorrect. I represent a whole bunch of entities,
19 some of which are aligned with Ortho's interest and some
20 which are in competition with Ortho's interests, some of
21 which are in completely different fields; but none of
22 that implicates Ortho Sport, and none of that simply
23 means that I have not disclosed any information that I
24 don't have. It would be imprudent for me to speculate.

25 You heard testimony today from Mr. Stubblefield

1 that Stephen Imes is the supervisor, director, or he
2 might be the owner.

3 THE COURT: As the CEO of the company, the amnesia
4 that he has or the lack of clarity for a company is --
5 and listen, we all watched this video. I mean, it was
6 either potentially going to jail that he came in in and,
7 you know, his testimony -- we still have got the lawyer
8 that wants to call in.

9 You know, to work in a line of business as the main
10 person and not know who the principals are or things of
11 that nature just -- I think this is why every Court that
12 I have read in their orders is like -- you know, I didn't
13 fall off the turnip truck, and they didn't either.

14 And so there is the appearance of obfuscation that
15 has not been dispelled but actually becomes brighter and
16 brighter which, you know, 30 years of practicing law and
17 I'm -- I sit here and I go, my gosh, what is happening.

18 I mean, the fact that Mr. Stubblefield is able to
19 have this information and for three years we have been
20 chasing Medernix to try to get someone just to give us a
21 simple answer is somewhat incredulous.

22 Two, I don't remember if Premier was created by
23 you, Mr. Heidari, set up.

24 MR. HEIDARI: By someone in my firm. It was
25 organized per the filings that Stephen Imes, which is

1 what Mr. Stubblefield said.

2 THE COURT: Is he the owner?

3 MR. MATTHEWS: Do you know or not? You didn't
4 answer that. Do you know?

5 MR. HEIDARI: I don't know.

6 THE COURT: So you know, here is the way I look at
7 it. It's important to know, and some ways I have to go
8 to what is told to me until I am proven wrong. I will
9 say, you know, Mr. Heidari, finding out today that
10 Ms. Ochoa's dismissal of a lawsuit or attempt under the
11 circumstances raises huge questions in light of the fact
12 that we have been dealing with these third-party
13 discovery issues that -- it's almost like when someone
14 said, you take the kids to the Olan Mills or the Sears to
15 get your family portrait, and the photographer is like
16 don't look at the camera. Look at the bunny. There
17 is -- there has been some looseness and, you know, I will
18 say it for Mr. Slate, I don't envy him for being put in
19 that position, but I think ethically he had to do that or
20 it was going to be a problem.

21 I'm concerned about you, Mr. Heidari; but I mean,
22 if you say that you don't know who the owner is, all
23 right. I will take that for what it is. And then, you
24 know, I will see what the next part is. I'm not going to
25 hold him in contempt. It might be something that I have

1 to look at on a second time, but we will see what the
2 Court of Appeals does on this case --

3 MR. MATTHEWS: Sure.

4 THE COURT: -- and see what else comes out of it,
5 and your client, Ortho Sport, probably needs to be aware
6 that it has drawn a lot of attention and a lot of judges,
7 if it is not aware already, and that the things that we
8 are seeing in the courts just aren't really positive so
9 far. We will see what Judge Jones does. That is a new
10 suit, new issue. I don't know.

11 MR. MATTHEWS: There is a motion to reconsider
12 pending. I think the status there is Ortho Sport made a
13 production. The production is sealed, although it can be
14 shared with you. I personally am not a lawyer in that
15 case, so I don't have that personally to share with you.
16 There are lawyers in our firm who do, but the speaking
17 point was Ortho Sport's production didn't have any
18 patient ID numbers on it.

19 So you weren't able to tell who the data was
20 associated with. So there is onion, onion, onion, just
21 peel, peel, peel. I don't know how big the onion is, but
22 the center is somewhere.

23 THE COURT: We will get to it at some point.

24 MR. MATTHEWS: Yes, sir.

25 THE COURT: I guess -- all right. So I'm reserving

1 9-15-14. I'm leaving the case open right now, not
2 closed, until I can see how Ms. Ochoa's rights may or may
3 not be impacted based on a disclosure of the settlement
4 agreement, and I'm not going to find Mr. Heidari in
5 contempt because he has stressed as an officer of the
6 Court his answer.

7 Mr. Stubblefield is, at least at this point in
8 time, the individual who otherwise has some access or
9 knowledge to third-party discovery, so I'm not sure what
10 y'all are wanting to do on that or not.

11 MR. MATTHEWS: He's been ordered. His company was
12 ordered. He is the successor interest in the company. I
13 think we both understand that the minute you issue any
14 order, they are going to a appeal it again.

15 So my inclination would be to see if
16 Mr. Stubblefield will abide by what the Court has already
17 ordered him to do. Maybe a reasonable period of time to
18 give him chance to do that wouldn't be out of line.

19 Then if he continues to choose to disobey the
20 Court's order, I expect we would probably take his
21 deposition and that of Mr. Imes and see where that goes,
22 if the Court is inclined to give approval to that point.

23 THE COURT: I mean, I'm not opposed to a lot of
24 things.

25 I just, you know --

1 MR. MATTHEWS: Yeah.

2 There is a contempt motion pending against Medernix
3 for not producing the documents, which at this point, I
4 mean, the manager has said he can get them. So I think
5 you would be authorized to enter an order holding them in
6 contempt.

7 THE COURT: Now that I have got Mr. Stubblefield,
8 I'm going to give them a chance to do whatever that
9 company needs to do. I think Mr. Eberhardt, who I have
10 known for a long time, will hopefully give him some
11 parting words of wisdom going forward. Whether he wants
12 to jump into the freeway or not is a completely different
13 issue.

14 MR. MATTHEWS: We got that impression.

15 Would the Court like us to submit a proposed order
16 that can be executed after a number of days if he
17 complies in between?

18 THE COURT: Yeah. Give it 30 days.

19 MR. MATTHEWS: Sure.

20 THE COURT: At least. That is more than
21 reasonable.

22 I'm sorry, sir. Your name again?

23 MR. BRANCH: Kevin Branch.

24 THE COURT: Do you have that number?

25 MR. BRANCH: I do. He asked that I give it to you

1 not on the public record.

2 THE COURT: Hopefully, he will pick up.

3 MR. BRANCH: I think he is very concerned about
4 what happened today.

5 THE COURT: Is that 6949?

6 MR. BRANCH: I'm sorry. You need Rosetta Stone to
7 interpret it.

8 6949, yes, sir.

9 THE COURT: Judge Gaines, who was a judge I got
10 sworn in under, he had a crooked finger and he wrote
11 everything like this, and you would have to go to his
12 secretary and say, hey, Jean, what did he write. You
13 would have to do interpretations of his scribbling.

14 MR. BRANCH: Dictation has been my friend.

15 (A phone call was placed by the Court).

16 THE COURT: Hey, Mr. Brantley. This is
17 Judge Norris. I'm just calling you back or calling you.

18 Hey, Mr. Brantley. This is Eric Norris, the judge
19 down here in Oconee County. How are you?

20 MR. BRANTLEY: I'm good. I'm doing well.

21 THE COURT: Good.

22 Well, thanks for your -- no. No. I made a
23 mistake. I was putting the microphone down so we could
24 hear you better, and I actually hit the FaceTime button.
25 Sorry.

1 MR. BRANTLEY: That's okay.

2 I was serving on a board this morning hearing an
3 ethics complaint against a Gwinnett County commissioner,
4 so I have been in the middle of that; but luckily, I just
5 got home. I'm happy to answer any questions that you may
6 have.

7 THE COURT: Okay. You know, I don't have so many
8 questions. I mean, you know, there was this issue today.
9 We had a Mr. Matthew Stubblefield, who worked for a
10 company called Medernix that may now become
11 Premier Medical Consultants, and I had asked -- well, he
12 was supposed to come to court back in August. He didn't.
13 And then we set up another show cause hearing about
14 contempt. He did show. I did not find him in contempt
15 because he, at least, did testify and provide information
16 to the Court that was a necessity for this case.

17 But at one point when trying to be served with his
18 subpoena, he did a run through the woods and down the
19 street avoiding the process server and then --

20 MR. BRANTLEY: Sorry. That is just funny.

21 THE COURT: You know, I mean, you have got to --
22 listen. I don't ever get bored with my job. I'm always
23 kind of surprised by what people say.

24 Anyway, during the course of that -- and it was
25 recorded. So part of that, Mr. Stubblefield said, yeah,

1 my lawyer told me y'all were coming to serve me or
2 something to that extent. So he was kind of in
3 anticipation of it, and this was after we had a hearing
4 and, you know, he said his lawyer which everybody goes I
5 don't know who his lawyer is, and how would, you know,
6 these purported lawyer or lawyers know about a court date
7 and, you know, to let Mr. --

8 MR. BRANTLEY: I wouldn't.

9 I will tell you. So I represented Mr. Stubblefield
10 and Premier in a -- responding to non-party request in a
11 Gwinnett County case. I think it was the same -- it was
12 the same law firm I think that is in this case
13 representing one of the Defendants maybe.

14 THE COURT: Yeah.

15 MR. BRANTLEY: And Pasquel Clevino (phonetically)
16 was there. That case, the Plaintiff dismissed the case.
17 So there was an order. You know, we filed objections to
18 the subpoenas, and there was a hearing, I think, or an
19 order from Judge Brown about to file an appeal and it
20 was -- the order did limit discovery in some way.

21 THE COURT: Yeah.

22 MR. BRANTLEY: It limited it pretty good. I
23 thought Carlos did a pretty good job, but the client
24 wanted to appeal and we were about to file a notice of
25 appeal, and the Plaintiff dismissed the case which did

1 away with anything that we were going to have to do.

2 That was in the beginning of January of this year.

3 THE COURT: January of '26 or 2025?

4 MR. BRANTLEY: 2025.

5 THE COURT: Okay.

6 MR. BRANTLEY: And so that was the last time that I
7 had spoken with Matthew. I said the case was dismissed
8 with nothing else to do, and we sent the final invoice in
9 February and he paid it in March. So I haven't spoken to
10 him since the beginning of this year. That -- I
11 obviously didn't know there was another case. I don't
12 even know the name of the Plaintiff.

13 It was Oconee County. I have to go down to Walton
14 a fair amount, but I don't make it all the way to Oconee
15 very often.

16 THE COURT: Yeah.

17 Well, he basically -- the question was, well, who
18 is your attorney, and he gave your name. He said he
19 worked with two attorneys, yours and another gentleman's
20 name, but he wasn't sure; but then he said y'all weren't
21 his attorneys, and so there was just, sort of, this
22 amnesia about who the attorney was that told him to be
23 prepared. Someone is going to try to serve you.

24 MR. BRANTLEY: When was this?

25 THE COURT: I mean, the service attempt was -- he

1 just testified today.

2 MR. MATTHEWS: July of '25.

3 THE COURT: But the service attempt was back in
4 July of '25.

5 MR. BRANTLEY: When in July because I was gone most
6 of that?

7 THE COURT: I don't know exactly.

8 MR. MATTHEWS: June 3rd.

9 THE COURT: June 3rd.

10 Sorry.

11 MR. BRANTLEY: June 3rd?

12 THE COURT: Yeah.

13 MR. BRANTLEY: I don't know. I know I didn't speak
14 to him in June.

15 The last correspondence I had with him, like I
16 said, was in January.

17 THE COURT: Well, I took nothing negative about
18 your name coming up.

19 It was more of, you know --

20 MR. BRANTLEY: The only reason -- I can't say I
21 told him to avoid a subpoena (inaudible).

22 THE COURT: Yeah.

23 MR. BRANTLEY: I didn't even know another case was
24 happening. So I got this e-mail, and I'm sitting here in
25 an ethics -- sitting on an ethics board and I'm getting a

1 call that somebody is accusing me of telling a client to
2 avoid a subpoena, and I just wanted to --

3 THE COURT: Yep. No. I appreciate it.

4 MR. BRANTLEY: I just wanted to make sure that
5 everybody knew I didn't, and so --

6 THE COURT: Well --

7 MR. BRANTLEY: And he could be confused. Maybe he
8 has got other lawyers. I just know I represented him on
9 one case, and I haven't talked to him since. Had he
10 hired me on this one, we would have done the same thing,
11 filed a motion to quash.

12 THE COURT: Yep.

13 MR. BRANTLEY: Tried to limit it.

14 THE COURT: Yep. Yep. No. I -- Listen. No
15 attribution to you. I think it was your name got brought
16 up, and I -- I would probably do the same as you did in
17 this situation.

18 So I appreciate your time today.

19 MR. BRANTLEY: Judge Norris, I really appreciate
20 you calling me and letting me tell my side of the story
21 because, obviously, I didn't know my name was going to be
22 brought up. So I really appreciate it.

23 THE COURT: No. You're welcome. I appreciate your
24 time. Look, I hope you have a good day.

25 MR. BRANTLEY: Thank you.

1 THE COURT: You, too. Sir. Thank you. Bye-bye.

2 (Phone call ended.)

3 Okay. All right. I think we are in recess.

4 MR. MATTHEWS: Thank you, sir.

5 (Court's Exhibit No. 1 was marked for
6 identification, attached at the end of the original
7 transcript.)

8 (Hearing concluded at 2:39 p.m.)

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C E R T I F I C A T E

G E O R G I A

WALTON COUNTY:

I hereby certify that the foregoing transcript was taken down, as stated in the caption, and the questions and the answers thereto were reduced to print under my direction; that the foregoing pages 1 through 133 represent a true and correct transcript of the evidence given upon said hearing, and I further certify that I am not of kin or counsel to the parties in the case; am not in the regular employ of counsel for any said parties; nor am I in anywise interested in the result of said case.

This the 15th day of January, 2026.



ANGELA B. ADAMS, CCR, RPR

[& - abuse]

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