

Dan Gawlikowski

From: Dan Gawlikowski
Sent: Wednesday, October 21, 2009 9:09 PM
To: wendy@brfamilylaw.com
Cc: trip888@aol.com; rgordon@insightandanswers.com; stefanie.roach@springbranchisd.com; Dan Gawlikowski
Subject: Hunters Creek Elementary
Attachments: ordermotionforcontinuance[2].pdf
Importance: High

Miss Burgower,

Good evening. I received a phone call from Stefanie Roach, the Principal at Hunters Creek this evening. Mrs. Roach is copied on this correspondence along with the court appointed psychologist, Dr Gordon and my attorney, Walter Mahoney. Mrs. Roach told me that she spoke with you today to confirm that the validity of the injunction located in the Order Granting the Motion for Continuance from August 28, 2009. Mrs. Roach said that you specifically told her that the injunction that was put in the order granting the Motion for Continuance was still VALID and that Janette and myself were still enjoined from visiting the school to have lunch with Brisa. I told Mrs. Roach that in fact the injunction was NOT VALID as it expired on September 29, 2009. So that I do not look like a liar to Mrs. Roach, please help us in figuring out who is right.

The injunction in the Order granting the Motion for Continuance (which is attached for all to review) specifically states the following:

"The Motion for Continuance is Granted. The Case is reset until September 29th, 2009, @ 10:00 AM. In the Interim, the court orders each parent to only attend the school for pick ups & drop offs, scheduled open house & parent/teacher meetings. Signed on 8-28-09'

The way that the language in the above injunction reads is that from the date that this order was signed, which was August 28, 2009 until September 29, 2009, that this "Interim" time period is the only time that this injunction was valid. The key word in this injunction is "interim". Please refer to the definition of "Interim" below. It states that "Interim" is the period of time between. The only 2 dates referenced in the above injunction are August 28, 2009 and September 29, 2009. There are **NO** other dates or time frames mentioned in the injunction. According to the language in the injunction, ***the interim time period between August 28, 2009 and September 29, 2009 is the only time frame that this injunction was valid.***

I'm sure you would never purposely lie to a school official regarding a judge's order, which it appears you may have done and I'm challenging you to prove otherwise. I'm have an inquiry with the State Bar to clarify what recourse exists when a Texas attorney purposely lies to a school official about a judge's order. So, to clarify for the Principal at Hunters Creek, Dr Gordon and everyone else on this email string, will you please provide the specific language in the above injunction that substantiates what you communicated to Mrs. Roach, which was that the above injunction is still valid after September 29, 2009? Please respond to everyone and explain as we all play an important role in Brisa's life and have the right to know the reasoning for the statements that the Amicus Attorney for Brisa makes to us.

Interim: [in Spanish](#) | [in French](#) | [in Italian](#)
[in context](#) | [images](#)

interim definition

in·terim (in'tər im)

noun

the period of time between; meantime

Etymology: L, meanwhile < *inter*: see [inter-](#)

interim

A *noun*

1 interim, [lag](#)

the time between one event, process, or period and another

Category Tree:

[abstraction](#)

└─ [measure](#); [quantity](#); [amount](#)

└─ [time interval](#); [interval](#)

└─ **interim, [lag](#)**

└─ [interregnum](#)

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