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6 Defendant/Respondent, In Pro Per

6 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
7 **COUNTY OF RIVERSIDE**

9 **RYAN RANDELL THOMAS**, an
10 individual;

11 Plaintiff/Petitioner

12 vs.

13 **GUY GRIFFITHE**, an individual;

14 Defendants/Respondent

CASE NO. CVSW2306964
Assigned for all purposes to:
Honorable Judge James Hodgkins

**RESPONDENT GUY GRIFFITHE'S
RESPONSE TO PETITIONOR RYAN
RANDELL THOMAS'S REQUEST FOR
CIVIL HARASSMENT ORDER**

Petition Filed: AUGUST 25, 2022

Dept.: S-101

Hearing Date: September 14, 2023

Hearing Time: 08:30AM

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**RESPONDENT GUY GRIFFITHE'S RESPONSE TO PETITIONOR RYAN RANDELL
THOMAS'S REQUEST FOR CIVIL HARASSMENT ORDER**

1 **STATEMENT OF FACTS**

2 **Background History:**

3 Ryan Randell Thomas is a 47-year-old male who suffers from many self-induced medical
4 conditions, all primarily related to alcohol abuse. In 2021, Mr. Thomas suffered a seizure at his
5 employment at Chevron. Due to this event, Mr. Thomas was home on work disability. In early 2022,
6 Valerie Spencer, who is the sister to Mr. Thomas's prior brief girlfriend, and friend to Mr. Thomas,
7 became aware of his condition. During the discovery that Mr. Thomas was engaged in aggressive
8 alcohol abuse, Ms. Spencer attempted to assist Mr. Thomas in some basic caretaking needs, in
9 support of their friendship.

10 Ms. Spencer discovered that Mr. Thomas had not been paying any of his bills, including his
11 home, which was in Corona, Ca. Mr. Thomas would call Ms. Spencer regularly requesting
12 assistance. Upon discovery, Ms. Spencer recommended that he sell his home before it gets
13 foreclosed on, preserving his equity so he didn't lose it. As Ms. Spencer is a licensed Real Estate
14 agent in California, Mr. Thomas and Ms. Spencer entered into a listing agreement with the brokerage
15 company she was employed through to sell the home. Mr. Thomas requested Ms. Spencer to find a
16 place close to where we lived so we could provide more care, and so he had people close to him.
17 Due to Mr. Thomas's extreme alcohol abuse condition, he was estranged from his family. His family
18 refused to see him due to the lack of effort made to improve his life. Based on the equity in Mr.
19 Thomas's home from the sale, Ms. Spencer was able to negotiate on his behalf, the purchase of a
20 newly remodeled mobile home in Canyon Lake, California. The sale of his home allowed him to
21 acquire his new home for Two-Hundred and Ninety-Five Thousand, which would be paid in full,
22 and leave Mr. Thomas nearly eighty thousand dollars in his account.

23 In March of 2022, Ms. Spencer and I spent a great deal of time cleaning out, repairing, and
24 moving Mr. Thomas from his Corona home. During the transition, Mr. Thomas became ill, whereby
25 I had to insist on taking him to the emergency room, where they admitted him. While he was
26 admitted, Ms. Spencer and I continued to move him entirely out of, and into, his new home, as there
27 were many deadlines to release the home to the new buyer. We then arranged all the move ourselves
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1 to his new home, unpacked and set everything up so he could be comfortable. Mr. Thomas was
2 severely depressed that he was constantly fighting depression and his will to live.

3 **Mr. Thomas's Obsession**

4 In spending several months with Mr. Thomas, taking him to his doctor's appointments,
5 dealing with negotiations with creditors, taking and assisting him with dealing with several legal
6 issues with his ex-wife, I started to discover patterns. Mr. Thomas was using his drinking as a reason
7 to "get attention" from people, especially woman. Due to his refusal to get up and use the bathroom
8 or perform even the basic requirements. Mr. Thomas would soil himself, even defecate himself daily
9 so he could have Ms. Spencer change and wash him. This not only became concerning, but more
10 importantly, he figured out that if he just does nothing, he could manipulate people to service him
11 without him having to make any effort.

12 Mr. Thomas became very emotional, and we had many conversations regarding him being
13 infatuated with different woman. At one point, he confessed his love for Ms. Spencer, which made
14 her extremely uncomfortable, yet she continued to care for him because if she didn't, there was no
15 one else who was willing. Being that Ms. Spencer is my wife, and we both spent timeless hours,
16 nearly daily with him, I found it to be disrespectful, highly inappropriate, and distasteful. I expressed
17 concerns with Ms. Spencer, and moving forward, decided that I would perform tasks that did not
18 require my present in person. Ms. Spencer continued to care for Mr. Thomas, as he requested, she
19 added him as a recipient for IHSS ("In Home Supportive Services"). Both Ms. Spencer and I are
20 both providers with IHSS. Ms. Spencer has been a provider for more than eight years, and I have
21 been a provider for two and a half years. We see a need to provide services for those adults who are
22 suffering and need help. Mr. Thomas's obsession grew unto several females, where he would call
23 them and confess his love, offer to buy them things and state he was going to marry them. This was
24 almost a daily recurrence. We felt the best way for him to get to a healthy relationship was through
25 therapy, rehabilitation, and with proper medical care. Occasionally I would come and assist Ms.
26 Spencer with issues related to the property, such as a storage shed and acquiring, picking up and
27 moving furniture, due to the continued soiling and destruction from Mr. Thomas.

1 **Additional Resources:**

2 **Financial Resources:**

3 In addition to the services, we have provided many other resources to Mr. Thomas. I
4 introduced to Mr. Maartin Rossouw, who is a financial advisor. Mr. Thomas wanted to do something
5 with his 401K, so I introduced him, so Maartin could go over options available for Mr. Thomas.
6 Based on the IRA Maartin had available, it allowed Mr. Thomas to move his money over and get a
7 30-35% bonus on the money, along with a good return on his investment. Ms. Spencer and I wanted
8 to make sure that Mr. Thomas would have the financial freedom to survive and last for years to
9 come. The bonus Mr. Thomas received into the IRA, by moving the money over, was nearly one
10 hundred thousand dollars. Mr. Rossouw also assisted in reviewing Mr. Thomas's taxes for the last
11 several years, as I discovered that Mr. Thomas did not, and refused to file them. Based on the tax
12 obligation being requested, it became clear that we needed to intervene, so the IRS did not lien his
13 home.

14 **Asset Protection:**

15 Due to the on-going health condition of Mr. Thomas, I arranged with Mr. Rossouw, to set
16 up a trust for Mr. Thomas. When Ms. Spencer arranged the purchase of his new home, being that it
17 was free and clear, there was a need to ensure the assets were protected. Additionally, it was
18 important to ensure that his beneficiaries were elected. Mr. Rossouw did have the trust prepared
19 from counsel, and Mr. Thomas elected his beneficiaries. Mr. Thomas does not have any biological
20 children, and he is somewhat estranged from his family. I still suggested he add his mother as a
21 beneficiary but instead, he decided to add Ms. Spencer, mainly because she has been his biggest
22 support for the last nearly couple years, and Mr. Vicellous Shannon, who is a friend we requested
23 come in to assist in providing 24-hour care when needed.

24 **Vicellous Shannon:**

25 As stated *supra*, Mr. Shannon is a long-term who does not necessarily have a background in
26 caregiving, however, he has spent twenty-two years raising his daughters. He is also very active and
27 knowledgeable in the health and fitness arena. We all agreed that it would be beneficial for Mr.
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1 Shannon to stay with Mr. Thomas to support us with Mr. Thomas's rehabilitation. The parties agreed
2 that Mr. Shannon would exist in the areas of daily cooking, exercise and mental conditioning.

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4 Through the many months, nearly sixteen, I helped Mr. Thomas with all of his violations
5 with the POA, gave advice to motivate him, and even brought in Mr. Vicellous Shannon, to assist
6 in providing care around the clock. It was becoming concerning that Mr. Thomas was refusing to
7 go to the bathroom, cook or even do the basic things for himself. He was ordering Captain Morgan
8 Rum by the handle, almost everyday and having it delivered to the house, along with cigarettes. He
9 even got to the point where he stopped smoking outside and began smoking inside the house, with
10 no regard for the health of others there to care for him.

11 Ms. Spencer and I worked with Mr. Shannon to assist in helping get Mr. Thomas mobile,
12 stretching, walking, eating, and just getting to an overall better health. After a couple of months of
13 Mr. Shannon being there, Mr. Thomas was eating better, exercising, and he started walking again.
14 We used motivational discussions of getting better and engaging with woman, a future of
15 employment as a resource to motivate him.

16 The holidays were upon everyone, and a lady friend of Mr. Thomas appeared. Mr. Thomas
17 being desperate, sought attention from any female that would give it him. Based on my own brief
18 observation, and what was told to me by Mr. Thomas and Mr. Shannon, Ms. Flerchinger would stop
19 by and hang out with Mr. Thomas. During these visits, she would engage in drinking with him. After
20 she left, Mr. Thomas would become extremely desperate and begin calling her nonstop, talking to
21 Mr. Shannon and Ms. Spencer, almost daily, stating that he was going to marry Ms. Flerchinger and
22 that she was his girlfriend. This spiraled him downhill again. It appeared that Mr. Thomas was
23 playing a game of manipulation, where he would act even more help-less to get sympathy from all
24 parties involved. This was his way of trying to keep everyone there, so he wasn't alone, and to try
25 and get Ms. Flerchinger to move in. Ms. Flerchinger disappeared again after heated conversations
26 with Mr. Thomas regarding the status of their non-existent relationship. She stated that they are
27 nothing more than friends, would never be more than friends.

1 **Danielle Flerchinger:**

2 Shortly after Ms. Spencer and I moved Mr. Thomas into his new home, around March/April
3 2022, a friend of Mr. Thomas showed up. By this time, Ms. Spencer and I had already been very
4 active in assisting Mr. Thomas in his caretaking needs. Of course, we were concerned about his
5 mental wellbeing. Ms. Flerchinger appeared to be in a bad situation, where she needed to get away.
6 The first time I met her I March/April of 2022, is when Ms. Spencer needed to take Mr. Thomas to
7 an appointment. It was discovered that Ms. Flerchinger had been at Mr. Thomas's house for several
8 days and didn't even have a change of clothes. Ms. Spencer brought over a dress, so she had
9 something to wear. Mr. Thomas kept informing us that it was his girlfriend, and she was walking
10 around naked in the home. Due to the extreme fragility of Mr. Thomas, we were concerned that he
11 was being taken advantage of. She joined us on the trip to the doctors, where we asked questions
12 about her to discover some sort of baseline as to her character. We did not see or hear from her until
13 the holidays.

14 Around the holidays is when Ms. Flerchinger started to come around. This time it was a bit
15 different. This is when she met Mr. Shannon. It quickly became apparent that she had an interest in
16 Mr. Shannon. Mr. Thomas claimed he was in love with Ms. Flerchinger, yet she continued to tell
17 Mr. Thomas that there would never be anything between them. Secretly, Ms. Flerchinger and Mr.
18 Shannon engaged in what would be months of sexual conduct in Mr. Thomas's home, mostly while
19 Mr. Thomas was passed out drunk on the couch. Mr. Thomas did not sleep in his room as he refused
20 to leave the couch, even if he had to use the restroom. He figured that Ms. Spencer would clean him
21 up so why go to the bathroom. Some sort of physical attention was better than none.

22 During this time, Ms. Flerchinger's boyfriend appeared at Mr. Thomas's home, demanding
23 that she come out. Mr. Thomas, under the assumption that she was not there, allowed the boyfriend
24 to enter the home. In fact, she was in Mr. Shannon's room. Ms. Flerchinger snuck out of the slider
25 and started hiding behind the mobile homes, where now neighbors thought there was an issue and
26 called the police. Mr. Thomas became suspicious, being that the boyfriend was able to pinpoint her
27 location. Mr. Thomas demanded Mr. Shannon open his door, which he did once she snuck out. This
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1 became quiet the cat and mouse game. Ms. Flerchinger and Mr. Shannon, having to keep this
2 personal engagement a secret, and Ms. Flerchinger having to keep her own lies a secret from her
3 boyfriend.

4 It became clear that both Mr. Shannon and Ms. Flerchinger had developed feelings for one
5 another, yet they were hiding this from Mr. Thomas, who was madly in love with Ms. Flerchinger.
6 Ms. Flerchinger would tell Mr. Thomas about her financial situation, not asking for money, but
7 putting it out there in a way to manipulate Mr. Thomas to want to give her the money, being that he
8 was in love with her, in spite her repeated statements that there will be no relationship between them.
9 One even Ms. Flerchinger needed to stay the night to escape her living situation. Mr. Thomas broke
10 into the room where she was sleeping, wanting to sleep in the bed with her. She finally gave in on
11 condition that he did not touch her. Later in the evening, Mr. Thomas got up, displayed his privates,
12 and peed all over the floor. This was due to him being heavily intoxicated, which is a normal daily
13 occurrence, as he drinks a handle of rum every couple days. Mr. Shannon could hear everything that
14 was going on, and being that Mr. Shannon and Ms. Flerchinger were actively in a sexual
15 relationship, he was very concerned.

16 It was around this time that Mr. Thomas gave Ms. Flerchinger around fourteen thousand
17 dollars (\$14,000). She claimed it was to pay off her truck, representing she needed to get it out of
18 someone's name. She was requesting to be put on Mr. Thomas's bank account so she could use his
19 account to show income, as she had no verifiable proof of income. This was to mislead lenders in
20 believing that she had income to qualify for a loan. She claimed she would pay back the loan to Mr.
21 Thomas. As of my conversation in early August 2023, she has not paid back a single dime.

22 What has become more concerning, the fact that Ms. Flerchinger has become increasingly
23 more involved once learning that Mr. Thomas put Mr. Shannon and Ms. Spencer on his trust as
24 beneficiaries. Ms. Flerchinger appeared to become extremely upset based on the representation of
25 Mr. Shannon. She was upset that she was not on his Mr. Thomas's trust. In a guise to manipulate
26 Mr. Thomas, and for Mr. Thomas to have the ongoing presence of Ms. Flerchinger, Mr. Thomas
27 continuously engaged Ms. Flerchinger to assist in discovery events occurring related to Mr.
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1 Thomas's financial concerns.

2 **Financial Transaction Inquiries:**

3 Ms. Spencer informed me that Mr. Thomas was becoming extremely low on money, to the
4 point where she was concerned about how he was going to pay his normal living expenses. This
5 prompted Ms. Spencer to make an inquiry with Mr. Thomas regarding a lot of money that had gone
6 from his account. Early on, we discovered that he gave his ex-wife Ten thousand dollars, which was
7 not owed to her, however, Mr. Thomas likes to tell people that he has a half a million dollars so
8 people will want to be around him. This, of course, only attracts greedy and selfish people, looking
9 for a way to take advantage of Mr. Thomas.

10 On a regular basis, Mr. Thomas would request that Mr. Shannon go to the store and purchase
11 food and alcohol. This was normal and conducted at the direction of Mr. Thomas. In or around June
12 2023, Mr. Thomas asked Ms. Spencer about missing money from his account. Ms. Spencer,
13 becoming concerned, started to ask questions as only Mr. Shannon and Ms. Spencer had access to
14 Mr. Thomas's debt card.

15 Ms. Spencer demonstrated to Mr. Thomas that each time she goes to the store, she logs the
16 transaction, provides proof of the receipts, and has never pulled any cash back from any transaction.
17 Ms. Spencer briefly discussed this with Ms. Flerchinger, where Ms. Spencer explained, and has
18 supporting proof, showing every transaction she has made. Ms. Spencer reports everything on log
19 for trackability and accounting. This is where Ms. Spencer pointed out that the only other person it
20 could be is Mr. Shannon. Mr. Thomas almost daily would request Mr. Shannon to handle his day-
21 to-day purchase of alcohol and cigarettes.

22 **Result of Financial Findings:**

23 **Cashback from ATM and Store:**

24 On or around August 4, 2023, Mr. Shannon arrived at our home where he took Ms. Spencer
25 and I aside, admitted that he was the person who was taking cash back from the store, and taking
26 monies out of the ATM. He explained that he was in an extremely bad situation, where his daughters
27 were getting evicted, and he needed to help them. I asked him how much money he believes he took;

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1 he stated around Five Thousand Dollars. Ms. Spencer and I were displeased but appreciated him
2 coming forward so this could be addressed and resolved between the parties. This came after Ms.
3 Flerchinger engaged in a very heated discussion with Mr. Shannon, where I was on the phone with
4 Mr. Thomas, I could hear her yelling, threatening and being extremely aggressive with him. She
5 was accusing him of stealing.

6 While I was on the phone with Mr. Thomas, I calmly discussed with him what I believe the
7 reason is behind her attack on him. It was at this moment that I disclosed that Mr. Shannon was the
8 responsible party for the missing money. I also disclosure that Ms. Flerchinger was engaged in a
9 sexual relationship with Mr. Shannon, which they both were keeping from him. I believe the Ms.
10 Flerchinger became extremely hostile due to her telling Mr. Shannon that there is, and would never
11 be, any romantic relationship with Mr. Thomas. The day prior, Mr. Shannon walked in the living
12 room, both Mr. Thomas and Ms. Flerchinger were intoxicated and passed out, except Ms.
13 Flerchinger was laying on Mr. Thomas in panties, knowing that he is soiled. One could only assume
14 this was to manipulate him and give him some sort of false hope.

15 On or around August 6, 2023, Mr. Shannon requested that I come and have a discussion with
16 him and Mr. Thomas, regarding everything that had occurred recently. I have not sat and spoken
17 with Mr. Thomas in nearly a year due to his Blanton disrespect. However, I felt that the current
18 situation warranted stepping in and making sure the parties were able to come to agreeable terms. It
19 was that day that I came over and sat with both Mr. Thomas and Mr. Shannon and just generally
20 caught up on the events that were occurring. Additionally, I spoke to Mr. Thomas regarding how he
21 is doing, his bathing, social security, rehab for his drinking, Mr. Shannon, and Ms. Flerchinger's,
22 interactions, managing his money and making sure he understands the role everyone is playing in
23 his life.

24 I suggested that Mr. Shannon and Mr. Thomas draft an agreement, whereby, the parties
25 agreed that Mr. Shannon would repay the Five Thousand Dollars with interest, for a full repayment
26 of Six Thousand Dollars, in accordance with the terms set-forth in the agreement. An agreement
27 was drafted, executed by the parties, and a general release was in the agreement, as to Mr. Shannon,
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1 for all claims prior to the agreement. This is the same claim that I am being accused of in this
2 Restraining Order, which does not involve me, and has been resolved between the two parties by
3 written agreement.

4 **Zelle Transaction:**

5 In or around June – July 2023, Mr. Thomas called and accused Ms. Spencer of taking Two
6 Thousand Dollars from his account, sending it to her via Zelle. During the call, Ms. Flerchinger
7 voice came up, as Mr. Thomas appeared to have had her on the phone. It appears that Ms.
8 Flerchinger is the driving force behind a lot of the misrepresentations, false allegations, claims, and
9 assumptions made, which Mr. Thomas being vulnerable to her manipulation, this has grown to be a
10 very big concern, which we fear could leave him without resources and overall care.

11 Ms. Spencer informed Mr. Thomas that she sat down and discussed getting reimbursed for
12 all the items that she had paid for out of her pocket for him. He agreed and they sent the Zelle
13 together for the reimbursement. It came as a shock when Ms. Spencer received the phone call. I was
14 there and heard the entire conversation. I simply advised that Ms. Spencer provide the expense logs
15 and receipts for all the transactions that she was being reimbursed for, demonstrating that the
16 transaction was legitimate. More concerning, it appears that Mr. Thomas has been caught in several
17 lies, stating that he “doesn’t remember” but in fact, he has had many conversations regarding issues
18 that were being handled, yet claims to Ms. Flerchinger that he never had them. Even when Mr.
19 Thomas stated he never spoke to me, Ms. Spencer was on the phone, and Mr. Shannon was present
20 in the room with Mr. Thomas. Yet, Mr. Thomas still claims the call didn’t occur. The concern is,
21 why is he lying to people, is it a form of manipulation, or does he have a cognizant memory issue
22 that needs to be addressed. Ms. Spencer went to Mr. Thomas with the logs and receipts and showed
23 him exactly what the reimbursement was for. Due to this continuing, Ms. Spencer decided it wasn’t
24 worth the headache, and sent him back the money.

25 **Amazon Transaction:**

26 Mr. Thomas stated that he was getting several charges on his bank account from Amazon.
27 This was a bit concerning, and no one had a viable reason why this was occurring. First, Mr. Thomas
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1 accused Mr. Shannon because he was receiving a lot of Amazon packages to the house. I asked a
2 few questions to help figure out the situation. I asked Ms. Spencer if she was ordering anything for
3 Mr. Thomas. She stated that she orders for all her clients through Amazon, however, she was
4 unaware of what all these charges were for.

5 Ms. Flerchinger and Mr. Thomas then accused me of the charges. The basis for this claim
6 was due to them calling Amazon and my name coming up on a charge. This became extremely
7 concerning to me as I don't have an Amazon account under my control. I immediately reached out
8 to Ms. Spencer, being that couple years ago one of her clients did charge backs on Amazon, which
9 was Ms. Spencer's account, causing it to get closed. I then let her use an account that I had so she
10 could make sure she was able to get the items needed. Unfamiliar with how Amazon works, and
11 without any access, I contacted Amazon and started my own investigation. What I learned is, Ms.
12 Spencer has all her client's cards on the account, so when she purchases items for them, they can
13 get billed and shipped to the right address. What Ms. Spencer was unaware of, when you do
14 transactions, you must make sure you click on certain shipping addresses and make sure the right
15 card comes up. Most often when Ms. Spencer orders items for Mr. Thomas, she would have them
16 shipped to our home address so she can make sure it is received and she would take it over to his
17 house. I discovered that his card was also attached to our address for his shipping. Upon discovery,
18 I went through every transaction, conducted an accounting, and informed Ms. Spencer and Mr.
19 Thomas of the findings. Due to the oversight of this, I requested Ms. Spencer to reimburse Mr.
20 Thomas for all charges that were arbitrarily charged to his card. She agreed and sent him the
21 reimbursement payments. This was especially important to me as the Amazon account that Ms.
22 Spencer was using was in my name, and I wanted to make sure that anything attached to me was
23 resolved. There was no malice, intentional ill intent by any party, upon notice, accounting was
24 completed, and discovery was made and corrected. Mr. Thomas understood and was pleased that
25 we finally were able to get to the bottom of this and get it resolved. There were still charges that
26 were charges to his bank account, but due to them not being attached to an account that we could
27 research, those charges would have to be investigated another way.

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1 **Defamation:**

2 After discovering the facts surrounding the Amazon transactions, Ms. Spencer requested that
3 I get on a call with Mr. Thomas and go through the findings with both. As stated *supra*, I went into
4 great details and resolved the matter. What wasn't resolved was Mr. Shannon informed me that he
5 was overhearing conversations where Mr. Thomas was telling his hockey friends that I was stealing
6 from him. During the call between Ms. Spencer and Mr. Thomas, in which Mr. Shannon was present
7 on Mr. Thomas's side, I stated to Mr. Thomas that I heard that he was telling third parties that I was
8 stealing from him. This comes after Mr. Shannon already admitted to taking the money, and after a
9 full discussion was had regarding the Amazon. Mr. Thomas was fully informed that I had no access
10 to the Amazon account, and this was an error by Ms. Spencer that was already corrected. I informed
11 him that if he continues to disparage me and my reputation with third parties, I will be forced to file
12 a defamation claim with the court. I requested that he inform Ms. Flerchinger of the same, so they
13 were both put on notice.

14 Nowhere in the conversation did I, nor anyone else, threaten, threat to hard, put in fear of
15 their safety, attempt to harm, or threaten Mr. Thomas or Ms. Flerchinger. In fact, both Ms. Spencer
16 and I continued to ensure that Mr. Thomas was getting the needed support and help. I was informed
17 that Mr. Thomas told Ms. Flerchinger that I was going to "Press Charges" against her if she didn't
18 stop looking into this. The facts remain, I did an investigation, uncovered exactly what was
19 happening, and worked to make sure that it was resolved in a productive way for all parties. When
20 Mr. Thomas stated to Ms. Flerchinger that I threatened to press charges, Mr. Shannon immediately
21 informed them both, that was not what was said. Mr. Shannon, having heard the conversation,
22 recited what I said to Mr. Thomas in stating that if either one continued to wrongfully disparage me,
23 after having all the facts, I would file a defamation suit. Instead, even after knowing the facts, Mr.
24 Thomas, and Ms. Flerchinger decided to file these frivolous claims against Ms. Spencer and I. This
25 is extremely troubling, especially where Mr. Thomas knows that we currently have a Restraining
26 Order, and Criminal Protective Order against someone who has made creditable threats to kill my
27 family and myself. This action Mr. Thomas has taken has restricted my right to protect my family

1 from a real creditable threat. After the phone call, I have not seen, interacted, called, texted, or had
2 any form of communication with Mr. Thomas. This came as a shock and disappointment. I have
3 only encountered Ms. Flerchinger a couple of times in my life, which was months, if not over a year
4 ago. I have made no threats, not even spoken to her since March – April of 2022. All the claims are
5 manufactured, false and premeditated to harm Ms. Spencer and I, aimed to remove the help from
6 Mr. Thomas, and cause long-term damage.

7 **Additional Topics of Interest:**

8 **I.H.S.S. and Medical:**

9 Mr. Thomas directed Ms. Spencer to apply for In Home Supportive Services, so he could
10 get her compensated for assisting him. I was present when Mr. Thomas asked if she would help him
11 get services. At the direction of Mr. Thomas, Ms. Spencer assisted him in applying for services.
12 This came after he was admitted into the hospital, and he applied for Medical at the hospital. Mr.
13 Thomas purposely failed to disclose his assets to the hospital, then later to the State for services.

14 California Medicaid (Medi-Cal) eligibility limits for income and assets are \$130,000.00 in
15 total assets. Here, Mr. Thomas was always aware that he had assets exceeding the maximum
16 requirements yet chose to proceed forward in defrauding the State. Mr. Thomas has a home that is
17 paid off valued at \$310,000.00, he has his IRA's valued at nearly \$300,000.00 and another
18 \$50,000.00 in his bank account. This would give him a total asset value of \$660,000.00 less the
19 maximum allowed of \$130,000.00, providing an overage of assets in the amount of \$530,000.00.
20 This is a clear and deliberate act of defrauding the State of California. All of the documents and
21 forms were approved and signed by Mr. Thomas.

22 Additionally, Ms. Spencer, due to Mr. Thomas dilapidating health, contacted an attorney to
23 assist with providing Mr. Thomas perminate disability. Mr. Thomas's refusal to get better, continue
24 drinking, it is foreseeable that he will be permanently disabled. In June 2023, he was approved for
25 disability, where he will receive his full benefit as if he was retiring at 64, instead of current age of
26 47. This now will provide him with an income for the rest of his life. Ms. Spencer informed him
27 that he would need to stop his IHSS services, and if wanted to continue services with her, she would
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1 need to be paid out of pocket. Mr. Thomas stated that Ms. Spencer has been doing an amazing job,
2 and he doesn't want her to leave. Suddenly, Ms. Flerchinger started to come around and it appears
3 that Mr. Thomas may want her to take over services so he can pay her instead. As heartening as that
4 is, Ms. Spencer had no issues in stepping aside if that is his wish. Both Ms. Spencer and I are
5 genuinely concerned about his welfare, but we have no issue with stepping aside if he wants different
6 care.

7 **ARGUMENT**

8 Under C.C.P § 527.6. (a) (1) A person who has suffered harassment as defined in subdivision
9 (b) may seek a temporary restraining order and an order after hearing prohibiting harassment as
10 provided in this section. (2) A minor, under 12 years of age, accompanied by duly appointed and
11 acting guardian ad litem, shall be permitted to appear in court without counsel for the limited
12 purpose of requesting or opposing a request for a temporary restraining order or order after hearing,
13 or both, under this section as provided in Section 374.

14 (b) For purposes of this section, the following terms have the following meanings:

15 (1) "Course of conduct" is a pattern of conduct composed of a series of acts over a period of time,
16 however short, evidencing a continuity of purpose, including following or stalking an individual,
17 making harassing telephone calls to an individual, or sending harassing correspondence to an
18 individual by any means, including, but not limited to, the use of public or private mails,
19 interoffice mail, facsimile, or email. Constitutionally protected activity is not included within the
20 meaning of "course of conduct."

21 (2) "Credible threat of violence" is a knowing and willful statement or course of conduct that
22 would place a reasonable person in fear for the person's safety or the safety of the person's
23 immediate family, and that serves no legitimate purpose.

24 (3) "Harassment" is unlawful violence, a credible threat of violence, or a knowing and willful
25 course of conduct directed at a specific person that seriously alarms, annoys, or harasses the
26 person, and that serves no legitimate purpose. The course of conduct must be that which would
27 cause a reasonable person to suffer substantial emotional distress and must actually cause
28 substantial emotional distress to the petitioner.

(6) "Temporary restraining order" and "order after hearing" mean orders that include any of the
following restraining orders, whether issued ex parte or after notice and hearing:

(A) An order enjoining a party from harassing, intimidating, molesting, attacking, striking,
stalking, threatening, sexually assaulting, battering, abusing, telephoning, including, but not
limited to, making annoying telephone calls, as described in Section 653m of the Penal Code,
destroying personal property, contacting, either directly or indirectly, by mail or otherwise,
or coming within a specified distance of, or disturbing the peace of, the petitioner.

Here, Petitioner Ryan Randell Thomas, cites in his request that he "fears" I will "harm" her,

1 Presumably referring to Danielle Elise Flerchinger. These of course are keys words that the Court
2 considers in the issuance of a restraining order. He further goes on to state that both, me, and Ms.
3 Spencer “verbally wrongfully accused Danielle as well as told me that id she keeps being involved
4 in helping him she will regret it and they will ruin her personal life.” These allegations are
5 completely false and without merit. At no time did either Ms. Spencer, or Mr. Griffithe, ever accused
6 Danielle of anything. At no time did either Ms. Spencer or Mr. Griffithe state that if she kept being
7 involved, she would regret it and we would ruin her personal life. In fact, nothing in the statement
8 raises to the level warranting a restraining order under CCP § 527.6. First, in Mr. Thomas’s
9 attachment Item 7a(3), he states “They have also threatened me and my friend Danielle
10 Flerchinger.” This is patently false; it appears that based on false information that he stated to Ms.
11 Flerchinger, he is stating false facts. More importantly, Mr. Shannon had already informed her that
12 the statements presented by Mr. Thomas were false. Yet, they both continued in filing a frivolous
13 action to harm Ms. Spencer and I. No where does Mr. Thomas actually state how he was threatened,
14 what was said that he felt was a threat, other than “The continued to insist that we need to stop
15 looking into this and drop it, or they will press charges against Danielle and I for defamation of
16 character against them” and “They are also threatening to ruin Danielle’s (“personal life”) and press
17 theft charges against her, for my money missing.” This is patently false, Mr. Griffithe nor Ms.
18 Spencer have ever threatened either Mr. Thomas or Ms. Flerchinger. None of the statements
19 presented by Mr. Thomas rise to the level in which warrants a restraining order for harassment under
20 CCP § 527.6, which would be to harass, attack, threat to harm or annoy someone where they fear
21 for their safety. Here, Mr. Griffithe has only stated that if Mr. Thomas continues to make false
22 statements that cause injury to his reputation, he will file a defamation suit, and inform Ms.
23 Flerchinger of the same. There was no threat to harm, hurt, harass, stalk, annoy or engage in any
24 unlawful act that would put the parties in fear for personal safety.
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1 Furthermore, Thomas appears to focus on claims he is alleging against Ms. Flerchinger,
2 which have no merit in this action, as she is not, and would not be party to this order. Mr. Thomas
3 states false statements, which have no merit under CCP 527.6. The claims made by Mr. Thomas as
4 to his harassment, is protected speech under the First Amendment to the United States Constitution.
5 The court does not have the power to do such things as grant restraining order to nonparties to the
6 lawsuit, including Ms. Flerchinger, as it appears is the basis of this suit from Mr. Thomas. The
7 evidence shows that Ms. Spencer and Mr. Griffithe have continuously looked out for Mr. Thomas's
8 best interest, attempted to resolve any disputes between the parties, and have worked in good faith.
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11 To warrant a restraining order under CCP § 527.6, the petitioner must show that the three
12 prongs of harassment have been met. "A course of conduct directed towards a specific person that
13 annoyed or harassed them for no legitimate purpose, the sort of thing that would cause a reasonable
14 person to suffer substantial emotional distress." Mr. Griffithe was duly informed that Mr. Thomas
15 was actively engaging in informing non-associated, third parties that Mr. Griffithe was stealing from
16 Mr. Thomas. This is a provably false statement, in which Mr. Thomas knew, yet continued to spread
17 false lies about Mr. Griffithe. Therefore, Mr. Griffithe had a legitimate reason for conversing with
18 Mr. Thomas and stating that if he continued to wrongfully accuse him, he would have to file a
19 defamation suit. A reasonable person would have understood that if they continued to disparage a
20 person, this could result in a suit for those actions, instead, here, they are misrepresenting facts to
21 the courts, attempting to get wrongful and frivolous action granted by the court. The Second prong
22 is not met because it is protected speech that a party could inform a party that if they continue with
23 wrongful acts, a lawsuit could be filed against them. This was not done in malice, or after the math,
24 therefore could only be construed merely as a threat of lawsuit if they continue, and that does not
25 meet the requirement under CCP § 527.6. Being that the prongs required to obtain a restraining
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1 order under CCP § 527.6 have not been met, the court should rule in favor of the respondent, dismiss
2 this action with prejudice, and sanction Petitioner for filing this frivolous action. More importantly,
3 it was in fact Mr. Shannon who stated to Ms. Flerchinger that she would inform her boyfriend of
4 her sexual activities and involvement with Mr. Thomas. Mr. Thomas and Ms. Flerchinger are
5 accusing Mr. Griffithe and Ms. Spencer of things they know are untrue, and that came from Mr.
6 Shannon, whom they are not seeking an order from.
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8 **PETITIONER FILED THIS FRIVOLOUS ACTION WILLFULLY KNOWING IT WAS**

9 **FALSE**

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11 Mr. Thomas and Ms. Flerchinger have both been informed that the statements from Mr.
12 Thomas to Ms. Flerchinger were in fact false, that Mr. Griffithe never stated he would press charges
13 for anything, never stated that he would ruin Ms. Flerchinger personal life, especially as Mr.
14 Griffithe has had no interaction or knowledge, past what has been told to him, about her. Mr.
15 Shannon informed both Mr. Thomas and Ms. Flerchinger that Mr. Thomas's representation was in
16 fact false, yet they both continued to file these frivolous filings, stating that "we will see what the
17 court does, and if they deny them, they deny them", this type of frivolous action should not be
18 allowed and go unnoticed.

19 California has strict rules against filing and an individual that knowingly or willfully
20 attempts to file a false or fraudulent restraining order is guilty of a felony upon conviction and is
21 punishable by a fine of up to \$5,000 or up to five years of imprisonment, or both. Here, Mr. Thomas
22 was completely aware that Mr. Griffithe had never threatened him, put him in fear for his safety or
23 conducted himself in any way that would rise to the level of a restraining order. This action is
24 completely without merit, filed intentionally and willfully to harm Griffithe, with no regard for the
25 rules of court, or the damage it imposes on the respondent. This is nothing more than false claims
26 and malicious prosecution by the petitioner. Mr. Thomas has filed this action in bad faith and the
27 court should impose sanctions.
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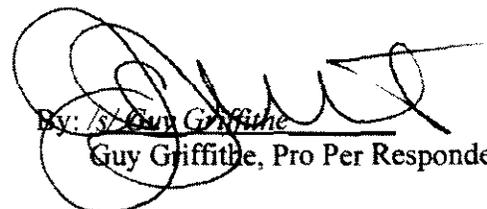
1 Due to this frivolous action, Mr. Griffithe was required to sell his gun, which he needed to
2 protect his family from a real creditable threat. Mr. Griffithe and Ms. Spencer, currently have a
3 restraining order against a third party who has made creditable threats to kill him and his family.
4 This has resulted not only in a restraining order, but the restrained party violating the order more
5 than 13 times, which led to the Riverside District Attorney filing Criminal Felony charges against
6 the party. Mr. Thomas, being aware of this, filed this frivolous action, knowing it would restrict Mr.
7 Griffithe's constitutional right to bear arms and protect his family from a threat. This has now left
8 the family bare of any protection, knowing that this party has violated his order more than 13 times.
9 This has caused extreme emotional distress upon Ms. Spencer and Mr. Griffithe. Both Mr. Griffithe
10 and Ms. Spencer are aware of the importance of threats and harassment, being that they have been
11 victims of such harassment. Neither would engage in such conduct that would lead to such a claim
12 under CCP 527.6. Both are advocates against violence and support helping parties affected by such
13 in getting help.

13 CONCLUSION

14 Mr. Griffithe requests the court to deny Mr. Thomas's suit for Restraining Order. Mr.
15 Thomas frivolously filed this action at what appears the direction of Ms. Flerchinger or predicated
16 on false statements of fact. Mr. Griffithe nor Ms. Spencer has ever threatened anyone, therefore, the
17 allegations set forth do not meet the prongs required for a restraining order. Mr. Griffithe requests
18 the court sanction the petitioner for filing this frivolous action, which is typically done to deter them
19 from future misconduct. Lastly, Mr. Griffithe requests the court dismiss this action with prejudice
20 and remove the parties from Clets, allowing Mr. Griffithe and Ms. Spencer to obtain the proper
21 protection as required from the true danger in which they are currently the protected parties.

22 I declare that under penalty of perjury under the laws of the state of California, the foregoing
23 is true and correct.

24 Dated: September 5, 2023.

25 
26 By: /s/ Guy Griffithe
27 Guy Griffithe, Pro Per Respondent/Defendant