

STATE OF MICHIGAN  
IN THE SUPREME COURT

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JODY POHLMAN,

Plaintiff/Appellant,

v.

SC Docket 161262  
Ct. of Appeals Docket 344121  
Oakland County Circuit Court  
LC No. 2017-853588-DO

JAMES POHLMAN,

Defendant/Appellee.

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PHILLIP B. MAXWELL, PLLC  
By: Phillip B. Maxwell (P24872)  
Attorney for Plaintiff/Appellant  
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THE RIPPY + SHEIKH LAW FIRM PC  
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Attorneys for Defendant/Appellee  
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(248) 631-4853  
ameena@theladiesinlaw.com

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**DEFENDANT/APPELLEE'S RESPONSE**  
**TO PLAINTIFF/APPELLANT'S**  
**APPLICATION FOR LEAVE TO APPEAL**

NOW COMES Defendant/Appellee, JAMES POHLMAN ("Mr. Pohlman"), by and through his attorneys, THE RIPPY + SHEIKH LAW FIRM PC, and in support of his Response to Plaintiff/Appellant's Application for Leave to Appeal, represents unto this Honorable Court as follows:

1. Mr. Pohlman was served Plaintiff/Appellant's Application for Leave to Appeal on May 27, 2020.
2. Mr. Pohlman thoroughly reviewed Plaintiff/Appellant's Application for Leave to Appeal.

3. Mr. Pohlman is the Defendant/Appellee in this case; nonetheless he requests this Honorable Court grant Plaintiff/Appellant's Application for Leave to Appeal.
4. Mr. Pohlman additionally reaffirms the truth of his previous affidavit dated April 12, 2019 that is attached to this Response. (**Exhibit A**).

WHEREFORE, Mr. Pohlman respectfully requests this Honorable Court grant Plaintiff/Appellant's Application for Leave to Appeal.

Date: June 5, 2020

Respectfully submitted,

/s/ Ameena R. Sheikh  
THE RIPPY + SHEIKH LAW FIRM PC  
By: Ameena R. Sheikh (P81001)  
Attorneys for Defendant/Appellee

**CERTIFICATE OF SERVICE**

I, Ameena R. Sheikh, hereby affirm and certify that on the date stated below I electronically filed Defendant/Appellee's Response to Plaintiff/Appellant's Application for Leave to Appeal using the Michigan Supreme Court's MFile and Serve System which will send notification of such filing to all counsel of record.

Dated: June 5, 2020

/s/ Ameena R. Sheikh  
By: Ameena R. Sheikh (P81001)

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LC No. 2017-853588-DO

JAMES POHLMAN,

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**EXHIBIT A**

#1

Jody Pohlman <jodyfarm@icloud.com>  
To: Scott Bassett <scott@divorceappeals.com>

Fri, Apr 26, 2019 at 3:15 PM

AFFIDAVIT OF JAMES G. POHLMAN

STATE OF MICHIGAN )

: SS

COUNTY OF ~~Washtenaw~~ )  
Wayne

BEFORE ME, the undersigned Notary, Ariana Seward, on this 12 day of April, 2019, personally appeared James G. Pohlman, known to me to be of lawful age, who being by me first duly sworn, on his oath, deposes and says:

1. I, James G. Pohlman, reside at 42160 Woodward Avenue, Unit 40, Bloomfield Hills, Michigan 48304.
2. I was the Defendant in the divorce action between myself and Jody Pohlman and am now the ex-husband of Plaintiff Jody Pohlman.
3. I was married to Jody Pohlman for approximately 28 years.
4. As part of our divorce proceedings, we were ordered to attend mediation.
5. Mediation was scheduled for January 31, 2018 at 1:00 pm at the Law Office of Michael Robbins, Esq., which is located at 3910 Telegraph Road, Ste. 200, Bloomfield Hills, Michigan 48302.
6. I arrived at Mr. Robbins' office for the mediation on the aforementioned date at approximately 3:00 pm.
7. Upon arrival, my attorney, Mark Bank, described what was to occur during the process. In addition to any procedural description, Mr. Bank stated the following:
  - a. "It's all arranged with your wife's attorney and the mediator";
  - b. "They are going to beat the shit out of your wife";
  - c. "They're not going to let her leave without signing the agreement";
  - d. "If she leaves without signing the agreement her attorney is going to quit";
  - e. "She won't find another attorney"
8. No meaningful mediation took place on this date, or any subsequent date, regarding any divorce action.
9. No domestic violence screening protocol occurred at any point during the meeting.
10. Mr. Robbins, the mediator, did not inquire into a potential history of domestic violence in the relationship between us.
11. Mr. Robbins spoke to me briefly upon my arrival only to introduce himself and did not speak to me again until he entered the conference room I was in at the end of the day and asked me if I approved the agreement and I answered in the affirmative.

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12. Moreover, my attorney at the mediation, Mark Bank, negotiated without me present.
13. I was in the conference room next to Jody and after a while I could hear some of what was being said because the people were speaking very loudly, and at times yelling at one another.
14. For several hours on January 31, 2018 I heard Jody and who I believe was her attorney at the time, Kurt Schneitz, arguing and yelling at each other.
15. Specifically, throughout the day I heard Jody say "No! I want to leave now! You can't hold me in here. I want to leave now! Why won't you let me out of here? Get out of my way." As well as hearing her scream "Help! Somebody help me! Help! Somebody get me out of here! You have to let me go!"
16. She also stated that it was getting late and she had animals at home that were outside, it was getting dark and it is dangerous to leave them in the dark. They would be hungry and needed to eat. She said she needed to get home right away, that she "needed to leave."
17. I heard her say that she was hungry and that she did not feel good because she had been there all afternoon and she was hungry. She felt sick.
18. I also heard Jody say that she needed to speak to her attorney Marianne Noonan, who was not at the mediation. Jody said, "I don't want to sign anything without speaking with Marianne. Where is she?"
19. Jody also said that she wanted to take the mediation agreement home and read it over before she signed it. She said she did not understand the agreement ("I don't want sign it.")
20. I heard Jody's attorney yelling at her to sit down and sign the agreement ("You're not leaving here until you sign. If you don't sign, I quit. You won't get anyone else to take your case.")
21. Jody was crying loudly, and I also began to tear up and cry. It was terribly difficult to hear your wife in so much stress and not go to her aid. I think it was a very weak moment for me to let her be subjected to such distress and obvious torment, but do nothing about it.
22. I signed the agreement and left Mr. Robbins' office close to 7:00 pm or so. That night, and for some time afterward, I felt horrible. I was pleased to have an agreement, but I felt miserable about the orchestrated, abusive process.
23. At our next court date after January 31, 2018, I observed Jody's attorneys, at that time, make no argument or even comment regarding the case. They essentially stood mute.

#3

Jody Peshman <jodypeshman@icloud.com>  
To: Scott Bassett <scottb@chvermont.org>

Fri, Apr 26, 2019 at 3:14 PM

United States District Court

*James P. Peshman*  
JAMES P. PESHMAN

Subscribed and sworn to before me this 26<sup>th</sup> day of April, 2019.

*James P. Peshman*  
JAMES P. PESHMAN  
Notary Public  
State of Vermont  
My Commission Expires: 04/26/2022  
NOTARY PUBLIC  
STATE OF VERMONT  
JAMES P. PESHMAN  
NOTARY PUBLIC  
05570  
VERMONT