

Ethan Loeb's response to CL Tampa Bay's inquiry about communications with Gina Grimes

I did communicate with Ms. Grimes in connection with the public records lawsuit against Mr. DIngfelder. As to the dates of the calls, I can provide you with context to help your readership understand what was happening behind the scenes. I think it is important for you to know this as some people think that Mr. DIngfelder just threw in the towel because it was getting expensive.

February 24: On February 24, I took the deposition of Mr. DIngfelder's expert, Mr. Robert Rohr of E-Hounds. Mr. Rohr provided us with testimony surrounding the public records requests that Mr. Micheli (through this office) made to Mr. DIngfelder. He admitted that Mr. DIngfelder never asked E-Hounds to perform searches to identify and collect responsive public records to the original, August 19, 2021 public request that our office made. That was surprising to us given Mr. Rohr's retention was to search devices to find responsive records to the August 19 public records request. Mr. Rohr also confirmed that the email account bearing Mrs. DIngfelder's name, in fact, belonged to Mrs. Dingfelder—not Mr. Dingfelder. Previously, Mr. Dingfelder testified under oath that the account was a joint account that he shared with his wife. Mr. Rohr debunked Mr. Dingfelder's testimony on that point. And, finally, Mr. Rohr testified that emails and text message communications that were responsive to public records requests appeared to have been deleted from Mr. Dingfelder's personal phone and Mrs. Dingfelder's private account. These revelations were, in many respects, the beginning of the end to the lawsuit as it established that Mr. DIngfelder had not obeyed the public records laws. Given this development, I believed it was absolutely necessary to immediately inform Ms. Grimes about it since the City is the lawful owner of public records. I felt compelled to alert her about these important events.

March 3 call: I spoke with Mr. Daigneault that morning and he indicated that Mr. DIngfelder wanted to settle by having the City pay for our attorney's fees (and his). I asked how that was possible given the evidence showing violations of the public records act, and that I did not think it was fair to have the City and its citizens pay for something that was a violation of Florida law. Mr. Daigneault indicated that there was a possibility of all attorneys being paid if we would agree that no violations occurred, and that a settlement agreement was drafted to resolve the case with no admission of liability. I reached out to Ms. Grimes to alert her to that conversation and to learn whether it was even possible for an elected official to tax the City's coffers when the evidence revealed that public records were missing. Ms. Grimes indicated to me that would be inappropriate. After reflecting on Mr. Daigneault's proposal and conferring with my client, that proposal was dead on arrival.

March 10 calls: On March 9, we received a report from Mr Rohr as a follow up to the February 24 deposition. This report was prepared to follow up on the questions surrounding missing text

message communications and emails that qualified as public records. Mr. Rohr delivered his report indicating that those public records could not be retrieved—i.e., they were deleted. After processing that information internally amongst ourselves (and trying to come to grips with the fact that public records sent to or received by Mr. Dingfelder were deleted), I contacted Ms. Grimes to inform her about this development—again, the records are actually government property and had yet to be turned over. I wanted to also see if there was anything the City could do to be helpful in recovering the deleted records. Ms. Grimes shared in my frustration of what had become apparent—Mr. Dingfelder had failed to follow the public records laws. Why do the phone records you have show other calls that day to Ms. Grimes? Easy. That afternoon (and presumably in face of the report that Mr. Rohr delivered showing that records were deleted), Mr. Dingfelder's attorney, Jay Daigneault, called to indicate that Mr. Dingfelder was going to resign from public office. That development was shocking to me, and I felt it necessary to immediately inform Ms. Grimes about Mr. Dingfelder's decision to step down from public office.

I am trying to gather information from Mr. Michelini about the text message communications and will respond when I am able. That said, I do not equate my communications with Ms. Grimes about substantial developments in a case involving government transparency to be the equivalent of what has now been provided to be Mr. Dingfelder's violations of the public records laws. I seriously don't know how you can try to make a connection between my office and the City attorney, on the one hand, and Mr. Dingfelder's behavior on the other. He is subject to the sunshine laws. He is subject to the public records laws. He is the one who chose to engage in the behaviors that led to his demise as an elected official. Pretty simple.

December 21- Call to Gina was to discuss Mr. Dingfelder's outstanding responses to the public records requests. He was continuing to dribble records out to our office, and we were calling to discuss that production and to see if there was anything the City could do to move that along given the substantial delay.

January 11- This was the date of John Dingfelder's deposition. After it concluded, I called to provide Gina with an update, including Mr. Dingfelder's assertion that the account bearing his wife's name was a joint, family email account. The reasons and basis are what I previously indicated to you.

January 19- We received the transcript of Mr. Dingfelder's deposition. After a review, we prepared subpoenas to all of the other city council members who we learned were communicating outside of the sunshine with Mr. Dingfelder. We alerted Gina that the subpoenas would be forthcoming along with additional public records requests to the City. Additionally, Marty Shelby had resigned as the public records liaison by that time, and so we understood that the City attorney's office was handling some aspect of records responses given Mr. Shelby's resignation.

March 11- This is the date that Mr. Dingfelder resigned. We received the executed agreement and believed the City needed to know what had officially occurred. Under the terms of the agreement, we needed to inform the City about conditions of the settlement that Mr. Michelini needed to satisfy. As an attorney, I needed to communicate with another attorney about those conditions.