

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL
CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 502010DR003810XXXXSBFY
FOURTH DISTRICT CASE NO. 4D13-4051

JULIE M. GONZALEZ,
Appellant(s),

V.

LLOYD G. WICKBOLDT,
Appellee (s).

_____ /

INDEX TO RECORD ON APPEAL

Copy furnished:

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**IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA**

Record on Appeal Index

November 18, 2013

Case #: 502010DR003810XXXXSB

Case Description: LLOYD G WICKBOLDT V JULIE M. GONZALEZ

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	3/24/2010		PENDING
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48	4/28/2011		NOTICE OF HEARING
49	4/28/2011		NOTICE OF HEARING
50	4/28/2011		MOTION
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54	5/3/2011		RE-NOTICE OF HEARING
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96	3/22/2012		MOTION
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107	5/24/2012		NOTICE OF HEARING
108	5/24/2012		CONSENT
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119	7/3/2012		MOTION TO DISMISS
120	7/3/2012		ANSWER
121	7/3/2012		NOTICE OF INTENT
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133	12/10/2012		NOTICE OF UNAVAILABILITY
134	12/20/2012		NOTICE OF HEARING
135	2/21/2013		STIP SUBSTITUTION OF COUNSEL
136	2/22/2013		ORDER SETTING HEARING
137	2/26/2013		NOTICE OF INTENT
138	2/26/2013		AGREED ORDER
139	2/28/2013		NOTICE OF INTENT
140	3/5/2013		MOTION
141	3/5/2013		NOTICE OF HEARING
143	3/7/2013		NOTICE OF CANCELLATION
142	3/12/2013		OBJECTION
144	3/12/2013		NOTICE OF HEARING
145	3/14/2013		NOTICE OF HEARING
151	3/15/2013		NOTICE OF FILING
152	3/15/2013		NOTICE OF FILING
150	3/26/2013		ORDER
146	3/27/2013		NOTICE OF UNAVAILABILITY
147	3/27/2013		NOTICE OF UNAVAILABILITY
148	3/27/2013		RESPONSE TO:
149	3/27/2013		NOTICE OF FILING
153	4/4/2013		ORDER
154	4/11/2013		MOTION TO WITHDRAW
155	4/11/2013		NOTICE OF HEARING
156	4/29/2013		NOTICE OF HEARING
157	4/29/2013		AMENDED
158	5/14/2013		ORDER GRANTING
159	5/21/2013		MOTION
160	5/21/2013		NOTICE OF PRODUCTION NON PARTY
161	5/21/2013		NOTICE OF PRODUCTION NON PARTY
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164	6/13/2013		RETURNED MAIL
165	6/18/2013		AMENDED ORDER
166	6/20/2013		MOTION FOR CONTEMPT
167	6/20/2013		CIVIL COVER SHEET
168	6/20/2013		INFORMATION SHEET
169	6/20/2013		REQUEST
170	6/20/2013		MOTION

#	Effective Date	Count	Description
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172	6/28/2013		RETURNED MAIL
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	8/8/2013		REOPEN
174	8/8/2013		MOTION FOR REHEARING
175	8/12/2013		NOTICE OF HEARING
176	8/15/2013		AMENDED
177	8/15/2013		NOTICE OF HEARING
178	8/20/2013		RESPONSE TO:
179	8/21/2013		NOTICE OF CANCELLATION
	9/30/2013		DRFF/NOA/
	9/30/2013		RECEIPT FOR PAYMENT
180	9/30/2013		NOTICE OF APPEAL
	10/4/2013		REOPEN
181	10/4/2013		MOTION
	10/9/2013		REOPEN - ENFORCEMENT
182	10/9/2013		MOTION FOR CONTEMPT
184	10/30/2013		AUTO RCPT OF APPELLATE FILING
185	10/31/2013		PETITIONER'S EVIDENCE
186	10/31/2013		PETITIONER'S EVIDENCE
187	10/31/2013		PETITIONER'S EVIDENCE
188	10/31/2013		PETITIONER'S EVIDENCE
189	10/31/2013		COURT'S EVIDENCE
190	10/31/2013		COURT'S EVIDENCE
191	10/31/2013		COURT'S EVIDENCE
192	10/31/2013		EXHIBIT LIST
193	10/31/2013		COURT'S EVIDENCE
194	10/31/2013		COURT'S EVIDENCE
195	10/31/2013		COURT'S EVIDENCE
196	10/31/2013		COURT'S EVIDENCE
197	10/31/2013		COURT'S EVIDENCE
198	10/31/2013		COURT'S EVIDENCE
199	10/31/2013		COURT'S EVIDENCE
200	10/31/2013		COURT'S EVIDENCE
201	10/31/2013		COURT'S EVIDENCE
202	10/31/2013		COURT'S EVIDENCE
203	10/31/2013		COURT'S EVIDENCE
204	10/31/2013		COURT'S EVIDENCE
205	10/31/2013		COURT'S EVIDENCE
206	10/31/2013		COURT'S EVIDENCE
207	10/31/2013		COURT'S EVIDENCE
208	10/31/2013		COURT'S EVIDENCE

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211	11/13/2013		ACKNOWLEDGMENT OF NEW CASE

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 502010 DR 00 3810 xxxx SB
FY

IN RE: The Marriage of

LLOYD G. WICKBOLDT,

Petitioner/Husband,

and

JULIE M. GONZALEZ

Respondent/Wife.

ORIGINAL FILED
South County Branch

MAR 24 2010

SHARON R. BOCK
Clerk & Comptroller



COUNT I
HUSBAND'S PETITION
FOR DISSOLUTION OF MARRIAGE AND OTHER RELIEF

The Husband, LLOYD G. WICKBOLDT, by and through the undersigned attorney, files this Petition for Dissolution of Marriage and other relief and states as follows:

1. This is an action for dissolution of the bonds of marriage between the Husband, LLOYD G. WICKBOLDT, and the Wife, JULIE M. GONZALEZ.
2. The Husband has been a resident of the State of Florida for more than six (6) months next before the filing of this petition.

3. The Husband and Wife were allegedly married to each other on April 28, 2007 in Boca Raton, Palm Beach County, Florida; there is no marriage license representing this purported marriage. The Wife by fraud submitted a certificate of marriage for July 7, 2007.

4. There has been no children born as a result of this marriage and none are contemplated.

5. The marriage between the Parties is irretrievably broken.

6. The Husband is unemployed and is on disability income.

7. The Husband is in need of exclusive use and possession of the marital residence and at 840 Virginia Garden Drive, Boynton Beach, Florida 33435 and contents both now and in the future; the Wife has removed personal property without the permission of the Husband.

8. The Parties have acquired various property interests during the course of the marriage in which their respective interests are to be determined and declared by this Honorable Court.

9. The Husband requires lump sum alimony inasmuch as the equities between the parties dictate the same.

10. There has accrued during the marriage as a result of the disability of the Husband, rights and funds in the form of retirement, pension, profit sharing,

annuity, deferred compensation, death benefits, stock options, or insurance programs which should be distributed pursuant to applicable Florida Statutes.

11. During the marriage, Wife has taken certain assets which belong to the parties jointly or took other marital income including sole income and property from the Husband, funds or assets and purchased other assets and caused the title to be placed in Wife's name solely or used the same to obtain assets which are now titled in Wife's name solely. Said assets should be deemed to be presently held by Wife in trust for and for the benefit of Husband, and the court should award to Husband his full interest in said assets. Wife and at all times had the confidence of Husband, and Wife stood in a fiduciary capacity with Husband. If Wife is allowed to retain the entire interest in said assets, she would be unjustly enriched at the expense of Husband, which in equity and good conscience should not be permitted. Husband states that his interest in said property, if any, arose at the instant legal title vested and that he, through the above mentioned marital income, sole income, funds or assets, did pay part or all of the purchase price and/or bound himself by an absolute obligation to pay it. This specifically includes disability income that the Wife fraudulently deposited into her sole and separate accounts for her own benefit and use and contrary to the intent or consent of the Husband.

12. The Wife has acquired certain properties from marital assets, and from property that is in the name of the Wife, for which the Husband claims a special equity.

13. The Wife refuses to return to the Husband his 2006 Lexus IS350, Sedan 4 Door automobile (Vin JTHBE262762005254) that was the Husband's sole and separate property prior to the marriage

14. The Wife is not in the military service of the United States of America or any other country.

15. The Wife is over the age of eighteen (18) years.

16. During the marriage, the parties have acquired numerous debts. The Husband seeks an Order setting forth his responsibility, and his Wife's responsibility in regard to said obligations.

17. The Husband claims a special equity in all his non-marital property and requests this Court to grant him all right, title and interest in this property.

18. The Husband's Family Law Financial Affidavit is attached to this Petition as Exhibit "A".

WHEREFORE, the Husband requests Judgment as follows:

A. Dissolution of Marriage and award Husband the relief sought herein;

B. Award Husband Lump Sum alimony or any other form of alimony to balance the equities of this case;

C. Grant Husband exclusive use and possession; and permanent ownership of the marital residence and its contents now and in the future as lump sum alimony or equitable distribution;

D. Grant equitable distribution of the assets and liabilities that each of the parties acquired during or as a result of this marriage, making use of all appropriate remedies, including, but not limited to, special equity, giving due regard to the applicable factors set forth in Florida Statutes and case law, including his equitable claims in the marital residence;

E. Award Husband his special equities in the property of the Parties including return of the monies and property secretly obtained by the Wife as part of her continuing fraud and misrepresentations to the Husband;

F. Any other relief the Court deems just and proper under the circumstances.

COUNT II
ANNULMENT

Plaintiff, LLOYD G. WICKBOLDT, sues the Defendant, JULIE M. GONZALEZ previously known as JULIE M. DELATORRE, and alleges:

19. Plaintiff resides at 840 Virginia Garden Drive, Boynton Beach, Florida 33435.

20. Defendant resides upon information and belief at 17103 SW 39th Court, Miramar, Broward County, Florida.

21. Plaintiff and Defendant are over the age of 18.

23. On April 28, 2007, Plaintiff and Defendant were purportedly married in a ceremony performed in Boca Raton, Palm Beach County, Florida. However, there is no marriage license representing this purported marriage.

24. There were no children born of the fraudulent marriage and none are contemplated.

25. Defendant is not pregnant as of the date of this complaint.

26. Plaintiff seeks annulment of the purported marriage on the following grounds:

a. The purported marriage was a sham and obtained by fraud because the Defendant was seeking to defraud the Plaintiff and take his property, assets and income. She lied about her age and her history to the Plaintiff; but for these lies and misrepresentations the Plaintiff would not have married the Defendant. The Plaintiff relied on the lies and misrepresentations of the Defendant in attending the purported marriage ceremony.

27. Should the marriage between Plaintiff and Defendant be held to be voidable rather than void, Plaintiff disaffirms the marriage.

28. As a result of the fraud of the Defendant, Plaintiff has been damaged. The Defendant has taken, diverted, removed and converted the Plaintiff's disability income, personal property and other assets for her own use and control.

Wherefore, plaintiff requests that:

- A. The purported marriage between Plaintiff and Defendant be declared null and void and a final judgment of annulment be entered.
- B. The Plaintiff be awarded damages.
- C. Remove the Defendant from the Plaintiff's rental property.
- D. Any other relief the court deems just and proper.



ANDREW M. CHANSEN, ESQUIRE
Attorney for Petitioner/Husband
125 Crawford Boulevard
Boca Raton, Florida, 33432
(561) 368-9800; (954) 426-0440
Florida Bar No. 208876

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IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA

Case No.: _____

Division: _____

IN RE: The Marriage of
LLOYD G. WICKBOLDT,
Petitioner/Husband,
and
JULIE M. GONZALEZ
Respondent/Wife.

_____ /

FAMILY LAW FINANCIAL AFFIDAVIT
(\$50,000 or more Individual Gross Annual Income)

I, LLOYD G. WICKBOLDT, being sworn, certify that the following information is true:

SECTION I. INCOME

1. Date of Birth: JANUARY 8, 1952.
2. My occupation is: Disabled Physician
3. I am currently

[all that apply]

a. Unemployed

Describe your efforts to find employment, how soon you expect to be employed, and the pay you expect to receive: disabled

_____ b. Employed by: _____

Address: _____

City, State, Zip code: _____

Telephone Number: _____

Pay rate: \$ _____ () every week () every other week () twice a month

() monthly () other: _____

If you are expecting to become unemployed or change jobs soon, describe the change you expect and why and how it will affect your income: _____

Check here if you currently have more than one job. List the information above for the second job(s) on a separate sheet and attach it to this affidavit.

_____ c. Retired. Date of retirement: _____

Employer from whom retired: _____

Address: _____

City, State, Zip code: _____ Telephone Number: _____

LAST YEAR'S GROSS INCOME: Your Income Other Party's Income *(if known)*
YEAR 2008 \$ 140,000 \$ unknown

PRESENT MONTHLY GROSS INCOME:

All amounts must be MONTHLY. See the instructions with this form to figure out money amounts for anything that is NOT paid monthly. Attach more paper, if needed. Items included under "other" should be listed separately with separate dollar amounts.

- | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| 1. Monthly gross salary or wages | 1. \$ _____ |
| 2. Monthly bonuses, commissions, allowances, overtime, tips, and similar payments | 2. _____ |
| 3. Monthly business income from sources such as self-employment, partnerships, close corporations, and/or independent contracts (Gross receipts minus ordinary and necessary expenses required to produce income.)
(<input type="checkbox"/> Attach sheet itemizing such income and expenses.) | 3. _____ |
| 4. Monthly disability benefits/SSI | 4. 11,666 |
| 5. Monthly Workers' Compensation | 5. _____ |
| 6. Monthly Unemployment Compensation | 6. _____ |
| 7. Monthly pension, retirement, or annuity payments | 7. _____ |
| 8. Monthly Social Security benefits | 8. _____ |
| 9. Monthly alimony actually received | |
| 9a. From this case: \$ _____ | |
| 9b. From other case(s): _____ Add 9a and 9b | 9. _____ |
| 10. Monthly interest and dividends | 10. _____ |
| 11. Monthly rental income (gross receipts minus ordinary and necessary expenses required to produce income) (<input type="checkbox"/> Attach sheet itemizing such income and expense items.) | 11. _____ |
| 12. Monthly income from royalties, trusts, or estates | 12. _____ |
| 13. Monthly reimbursed expenses and in-kind payments to the extent that they reduce personal living expenses (<input type="checkbox"/> Attach sheet itemizing each item and amount.) | 13. _____ |
| 14. Monthly gains derived from dealing in property (not including nonrecurring gains) | 14. _____ |
| Any other income of a recurring nature (identify source) | |
| 15. Lincoln Financial _____ | 15. 2,552 |
| 16. UNUM _____ | 16. 6,800 |

17. PRESENT MONTHLY GROSS INCOME (Add lines 1-16) TOTAL: 17. \$21,018

PRESENT MONTHLY DEDUCTIONS:

All amounts must be MONTHLY. See the instructions with this form to figure out money amounts for anything that is NOT paid monthly.

- 18. Monthly federal, state, and local income tax (corrected for filing status and allowable dependents and income tax liabilities)
 - a. Filing Status Married 18. \$1,890.00
- b. Number of dependents claimed 3 19. _____
- 19. Monthly FICA or selfemployment taxes 20. 1,126.00
- 20. Monthly Medicare payments 21. _____
- 21. Monthly mandatory union dues 22. _____
- 22. Monthly mandatory retirement payments
- 23. Monthly health insurance payments (including dental insurance), excluding portion paid for any minor children of this relationship 23. _____
- 24. Monthly court-ordered child support actually paid for children from another relationship 24. 1,255.00
- 25. Monthly court-ordered alimony actually paid
 - 25a. from this case: \$ _____
 - 25b. from other case(s): _____ Add 25a and 25b 25. _____

26. TOTAL DEDUCTIONS ALLOWABLE UNDER SECTION 61.30, FLORIDA STATUTES (Add lines 18 through 25) TOTAL: 26. \$ 4,271.00 _____

27. PRESENT NET MONTHLY INCOME (Subtract line 26 from line 17) 27. \$16,747

SECTION II. AVERAGE MONTHLY EXPENSES

Proposed/Estimated Expenses. If this is a dissolution of marriage case **and** your expenses as listed below do not reflect what you actually pay currently, you should write "estimate" next to each amount that is estimated.

HOUSEHOLD:

- 1. Monthly mortgage or rent payments 1. \$2,550.00
- 2. Monthly property taxes (if not included in mortgage) 2. _____
- 3. Monthly insurance on residence (if not included in mortgage) 3. _____
- 4. Monthly condominium maintenance fees and homeowner's association fees 4. _____
- 5. Monthly electricity 5. 275.00
- 6. Monthly water, garbage, and sewer 6. 75.00
- 7. Monthly telephone 7. 135.00
- 8. Monthly fuel oil or natural gas 8. _____
- 9. Monthly repairs and maintenance 9. 200.00
- 10. Monthly lawn care 10. _____
- 11. Monthly pool maintenance 11. _____
- 12. Monthly pest control 12. 15.00
- 13. Monthly misc. household 13. 100.00
- 14. Monthly food and home supplies 14. 600.00
- 15. Monthly meals outside home 15. 600.00
- 16. Monthly cable t.v. 16. 60.00
- 17. Monthly alarm service contract 17. _____
- 18. Monthly service contracts on appliances 18. _____
- 19. Monthly maid service 19. _____

Other:
 20. _____ 20. _____
 21. _____ 21. _____
 22. _____ 23. _____
 _____ 23. _____
 24. _____ 24. _____

25. SUBTOTAL (add lines 1 through 24) 25. \$ 4,610

AUTOMOBILE:

26. Monthly gasoline and oil 26. \$300.00
 27. Monthly repairs 27. 100.00
 28. Monthly auto tags and emission testing 28. _____
 29. Monthly insurance 29. 125.00
 30. Monthly payments (lease or financing) 30. 631.00
 31. Monthly rental/replacements 31. _____
 32. Monthly alternative transportation (bus, rail, car pool, etc.) 32. _____
 33. Monthly tolls and parking 33. 50.00
 34. Other: _____ 34. _____

35. SUBTOTAL (add lines 26 through 34) 35. \$1,206

MONTHLY EXPENSES FOR CHILDREN COMMON TO BOTH PARTIES:

36. Monthly nursery, babysitting, or day care 36. \$ n/a
 37. Monthly school tuition 37. _____
 38. Monthly school supplies, books, and fees 38. _____
 39. Monthly after school activities 39. _____
 40. Monthly lunch money 40. _____
 41. Monthly private lessons or tutoring 41. _____
 42. Monthly allowances 42. _____
 43. Monthly clothing and uniforms 43. _____
 44. Monthly entertainment (movies, parties, etc.) 44. _____
 45. Monthly health insurance 45. _____
 46. Monthly medical, dental, prescriptions (nonreimbursed only) 46. _____
 47. Monthly psychiatric/psychological/counselor 47. _____
 48. Monthly orthodontic 48. _____
 49. Monthly vitamins 49. _____
 50. Monthly beauty parlor/barber shop 50. _____
 51. Monthly nonprescription medication 51. _____
 52. Monthly cosmetics, toiletries, and sundries 52. _____
 53. Monthly gifts from child(ren) to others (other children, relatives, teachers, etc.) 53. _____
 54. Monthly camp or summer activities 54. _____
 55. Monthly clubs (Boy/Girl Scouts, etc) 55. _____
 56. Monthly access expenses (for nonresidential parent) 56. _____
 57. Monthly miscellaneous 57. _____

58. SUBTOTAL (add lines 36 through 57) 58. \$6,225.00

MONTHLY EXPENSES FOR CHILD(REN) FROM ANOTHER RELATIONSHIP: (other than court-ordered child support)

59. Medical, dental, and misc. 59. \$300.00
60. _____ 60. _____
61. _____ 61. _____
62. _____ 62. _____

63. SUBTOTAL (add lines 59 through 62) 63. \$300.00

MONTHLY INSURANCE:

64. Health insurance, excluding portion paid for any minor child(ren) of this relationship 64. \$330.00
65. Life insurance 65. _____
66. Dental insurance 66. _____
Other:
67. _____ 67. _____
68. _____ 68. _____

69. SUBTOTAL (add lines 64 through 68) 69. \$330.00

OTHER MONTHLY EXPENSES NOT LISTED ABOVE:

90. SUBTOTAL (add lines 70 through 89) 90. \$12,671

MONTHLY PAYMENTS TO CREDITORS: (only when payments are currently made by you on outstanding balances)

NAME OF CREDITOR(s):

91. Onyx Acceptance Corp for Lexus 2006 IS 300 91. \$631.84
92. _____ 93. _____
_____ 93. _____
94. _____ 94. _____
95. _____ 95. _____
96. _____ 96. _____
97. _____ 97. _____
98. _____ 98. _____
99. _____ 99. _____
100. _____ 100. _____
101. _____ 101. _____
102. _____ 102. _____
103. _____ 103. _____

104. SUBTOTAL (add lines 91 through 103) 631.84

105. TOTAL MONTHLY EXPENSES:
 (add lines 25, 35, 58, 63, 69, 90, and 104 of Section II, Expenses) **105. \$**

SUMMARY

106. TOTAL PRESENT MONTHLY NET INCOME
 (from line 27 of SECTION I. INCOME) **106. \$16,747**

107. TOTAL MONTHLY EXPENSES (from line 105 above) **107. \$12,671**

108. SURPLUS (If line 106 is more than line 107, subtract line 107 from line 106. This is the amount of your surplus. Enter that amount here.) **108. \$4,076**

109. (DEFICIT) (If line 107 is more than line 106, subtract line 106 from line 107. This is the amount of your deficit. Enter that amount here.) **109. (\$** **)**

SECTION III. ASSETS AND LIABILITIES

A. ASSETS (This is where you list what you OWN.)

INSTRUCTIONS:

STEP 1: In column A, list a description of each separate item owned by you (and/or your spouse, if this is a petition for dissolution of marriage). Blank spaces are provided if you need to list more than one of an item.

STEP 2: If this is a petition for dissolution of marriage, check the box in Column A next to any item that you are requesting the judge award to you.

STEP 3: In column B, write what you believe to be the current fair market value of all items listed.

STEP 4: Use column C only if this is a petition for dissolution of marriage and you believe an item is "nonmarital," meaning it belongs to only one of you and should not be divided. You should indicate to whom you believe the item belongs. (Typically, you will only use Column C if property was owned by one spouse before the marriage. See the "General Information for Self-Represented Litigants" found at the beginning of these forms and section 61.075(1), Florida Statutes, for definitions of "marital" and "nonmarital" assets and liabilities.)

A ASSETS: DESCRIPTION OF ITEM(S) √ the box next to any asset(s) which you are requesting the judge award to you.	B Current Fair Market Value	C Nonmarital (√ correct column)	
		husband	wife
<input type="checkbox"/> Cash (on hand)	\$ 2000		
<input type="checkbox"/> Cash (in banks or credit unions)			
<input type="checkbox"/>			
<input type="checkbox"/> Stocks/Bonds			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/> Notes (money owed to you in writing)			
<input type="checkbox"/>			
<input type="checkbox"/>			

A ASSETS: DESCRIPTION OF ITEM(S) √ the box next to any asset(s) which you are requesting the judge award to you.	B Current Fair Market Value	C Nonmarital (√ correct column)	
		husband	wife
<input type="checkbox"/> Money owed to you (not evidenced by a note)			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/> Real estate: (Home)Leased			
<input type="checkbox"/> (Other)			
<input type="checkbox"/> Personal Property taken by Wife	<u>24,000</u>		
<input type="checkbox"/> Personal Property at residence	<u>5,000</u>		
<input type="checkbox"/> Personal Property-non-marital	<u>15,000</u>		
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/> Business interests			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/> Automobiles			
<input type="checkbox"/> 2004 Toyota Husband non-marital	<u>5,000</u>		
<input type="checkbox"/> 2006 Lexus Husband non-marital	<u>27,000</u>		
<input type="checkbox"/>			
<input type="checkbox"/> Boats			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/> Other vehicles			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/> Retirement plans (Profit Sharing, Pension, IRA, 401(k)s, etc.)	<u>700</u>		
<input type="checkbox"/>			
<input type="checkbox"/> Wife's retirement	<u>unknown</u>		
<input type="checkbox"/>			
<input type="checkbox"/> Furniture & furnishings in home above			
<input type="checkbox"/>			
<input type="checkbox"/> Furniture & furnishings elsewhere above			
<input type="checkbox"/>			

A ASSETS: DESCRIPTION OF ITEM(S) √ the box next to any asset(s) which you are requesting the judge award to you.	B Current Fair Market Value	C Nonmarital (√ correct column)	
		husband	wife
<input type="checkbox"/> Collectibles			
<input type="checkbox"/>			
<input type="checkbox"/> Jewelry			
<input type="checkbox"/>			
<input type="checkbox"/> Life insurance (cash surrender value)			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/> Sporting and entertainment (T.V., stereo, etc.) equipment			
<input type="checkbox"/>			
<input type="checkbox"/> Approx cash/assets other personal property above taken by Wife	180,000		
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/> Other assets			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
Total Assets (add column B)	\$ unknown		

B. LIABILITIES/DEBTS (This is where you list what you OWE.)

INSTRUCTIONS:

STEP 1: In column A, list a description of each separate debt owed by you (and/or your spouse, if this is a petition for dissolution of marriage). Blank spaces are provided if you need to list more than one of an item.

STEP 2: If this is a petition for dissolution of marriage, check the box in Column A next to any debt(s) for which you believe you should be responsible.

STEP 3: In column B, write what you believe to be the current amount owed for all items listed.

STEP 4: Use column C only if this is a petition for dissolution of marriage and you believe an item is “nonmarital,” meaning the debt belongs to only one of you and should not be divided. You should indicate to whom you believe the debt belongs. (Typically, you will only use Column C if the debt was owed by one spouse before the marriage. See the “General Information for Self-Represented Litigants” found at the beginning of these forms and section 61.075(1), Florida Statutes, for definitions of “marital” and “nonmarital” assets and liabilities.)

A LIABILITIES: DESCRIPTION OF ITEM(S) √ the box next to any debt(s) for which you believe you should be responsible.	B Current Amount Owed	C Nonmarital (√ correct column)	
		husband	wife
<input type="checkbox"/> Mortgages on real estate: (Home)	\$		
<input type="checkbox"/> (Other)			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/> Charge/credit card accounts			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/> Auto loan Lexus	<u>9,000</u>		
<input type="checkbox"/> Auto loan			
<input type="checkbox"/> Bank/Credit Union loans			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/> Money you owe (not evidenced by a note)			
<input type="checkbox"/>			
<input type="checkbox"/> Judgments			
<input type="checkbox"/>			
<input type="checkbox"/> Other IRS	2,785		
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
Total Debts (add column B)	\$ 9,000		

C. NET WORTH (excluding contingent assets and liabilities)

Total Assets (enter total of Column B in Asset Table; Section A) \$ unknown
Total Liabilities (enter total of Column B in Liabilities Table; Section B) \$ unknown

TOTAL NET WORTH (Total Assets minus Total Liabilities)
(excluding contingent assets and liabilities) **Sunknown**

D. CONTINGENT ASSETS AND LIABILITIES

INSTRUCTIONS:

If you have any **POSSIBLE assets** (income potential, accrued vacation or sick leave, bonus, inheritance, etc.) or **POSSIBLE liabilities** (possible lawsuits, future unpaid taxes, contingent tax liabilities, debts assumed by another), you must list them here.

A Contingent Assets √the box next to any contingent asset(s) which you are requesting the judge award to you.	B Possible Value	C Nonmarital (√ correct column)	
		husband	wife
<input type="checkbox"/>	\$		
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
Total Contingent Assets	\$		

A Contingent Liabilities √the box next to any contingent debt(s) for which you believe you should be responsible.	B Possible Amount Owed	C Nonmarital (√ correct column)	
		husband	wife
<input type="checkbox"/>	\$		
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
Total Contingent Liabilities	\$		

E. Has there been any agreement between you and the other party that one of you will take responsibility for a debt and will hold the other party harmless from that debt? () yes () no

If yes, explain: _____

I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

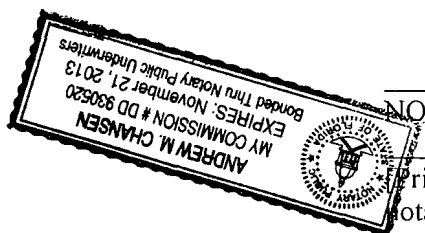
Dated:

Lloyd G Wickboldt

Signature of Party
Printed Name: _____
Address: _____
City, State, Zip: _____
Telephone Number: _____
Fax Number: _____

STATE OF FLORIDA
COUNTY OF *Palm Beach*

Sworn to or affirmed and signed before me on *3-23-2010* by *Lloyd G. Wickboldt*



NOTARY PUBLIC or DEPUTY CLERK

Print, type, or stamp commissioned name of
notary or deputy clerk .]

- Personally known
- Produced identification
- Type of identification produced *Fl. Driver License*

IF A NONLAWYER HELPED YOU FILL OUT THIS FORM, HE/SHE MUST FILL IN THE BLANKS BELOW: [*do* fill in all blanks]

I, {full legal name and trade name of nonlawyer} _____,
a nonlawyer, located at {street} _____, {city} _____,
{state} _____, {phone} _____, helped {name} _____,
who is the [one only] ___ petitioner or ___ respondent, fill out this form.

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IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 502010DR003810 XXXX SB
FY

IN RE: The Marriage of

LLOYD G. WICKBOLDT,

Petitioner/Husband,

and

JULIE M. GONZALEZ

Respondent/Wife.

ORIGINAL FILED
South County Branch

MAR 24 2010

SHARON R. BOCK
Clerk & Comptroller

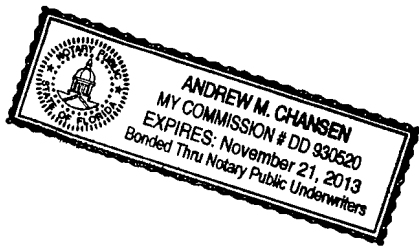
NOTICE OF FILING RELATED CASE PURSUANT TO
RULE 2.545 (d) FLA. R. JUD. ADMIN

I, LLOYD G. WICKBOLDT being sworn, certify that the following statements are true:

1. There is one related cases that (A) involves any of the same parties, children, or issues and is now pending at the time this instant case is being filed by the Petitioner herein, or (B) that affects the court's jurisdiction to proceed, or (C) an order in a related case that may conflict with an order on the same issues in the instant case herein, or (D) an order in the instant case may conflict with an order in an earlier litigation to wit: 50 2009 DR 014660 XXXX SB FY.

I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

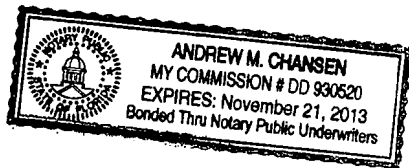
Dated:



Lloyd G. Wickboldt
LLOYD G. WICKBOLDT

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 23rd day of March, 2010, by LLOYD G. WICKBOLDT, who is personally known to me or who produced Pl. Drivers License as identification and who did/did not take an oath.



[Signature]
NOTARY PUBLIC

Notary's Printed Name _____
Serial # _____

My Commission Expires:

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA

Case No.: 502009DR014660XXXXSB

Division: FY

JULIE M GONZALEZ,
Petitioner,

and

LLOYD G WICKBOLDT,
Respondent.

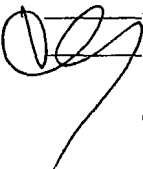
**ORDER OF DISMISSAL OF TEMPORARY INJUNCTION FOR
PROTECTION AGAINST (X) DOMESTIC VIOLENCE () REPEAT VIOLENCE
() DATING VIOLENCE () SEXUAL VIOLENCE**

THIS CAUSE came before the Court on {date} _____, upon Petitioner=s
action for an injunction for protection against domestic violence, repeat, dating, or sexual violence,
and it appearing to the Court as follows:

[/ all that apply]

_____ Petitioner failed to appear at the hearing scheduled in this cause.

_____ Petitioner appeared at the hearing but desires to voluntarily dismiss this action.

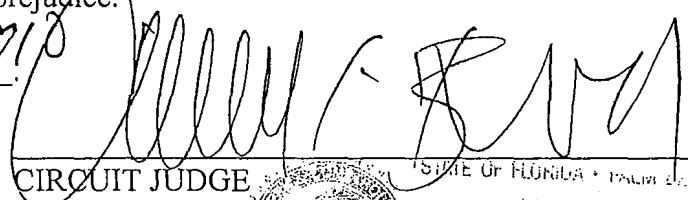


The evidence presented is insufficient under Florida law (section 741.30 or 784.046, Florida
Statutes) to allow the Court to issue an injunction for protection against domestic, repeat,
dating, or sexual violence.

Accordingly, the case is dismissed without prejudice.

ORDERED on

Jan. 5, 2010



CIRCUIT JUDGE

COPIES TO:

Sheriff of Palm Beach County

Petitioner: _____ by U.S. Mail by hand delivery in open court

Respondent: _____ by U.S. Mail by hand delivery in open court

_____ State Attorney=s Office

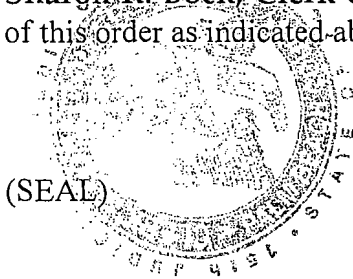
_____ Other: _____



I hereby certify that the
foregoing is a true copy
of the record in my office.

THIS 5 DAY OF Jan 10 2010
SHARON R. BOCK
CLERK & COMPTROLLER
By *Joanne Davis*
DEPUTY CLERK

I CERTIFY the foregoing is a true copy of the original as it appears on file in the office of
Sharon R. Bock, Clerk & Comptroller, Palm Beach County, and that I have furnished copies
of this order as indicated above.



(SEAL)

Sharon R. Bock
Clerk & Comptroller

By: *Joanne Davis*
, Deputy Clerk

000021

Lloyd G. Wickboldt

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA

Case No.: 502010DR003810XXXXSB

Division: FY

IN RE THE MARRIAGE OF:

LLOYD G. WICKBOLDT,
Husband,

and

JULIE M. GONZALEZ,
Wife

ORIGINAL FILED
North County Civil Div.

JUL 21 2010

SHARON R. BOCK
Clerk & Comptroller

ANSWER AND COUNTERPETITION

ANSWER

Respondent and Counterpetitioner, JULIE M. GONZALEZ, hereinafter called "Wife", by and through the undersigned attorney, files this Answer to the Petition for Dissolution of Marriage filed in the above-styled cause and would admit, deny and state as follows:

1. Wife admits the following allegations contained in Husband's original Petition: 1, 2, 4, 5, 8, 14, 15, 18.
2. Wife denies the following allegations contained in Husband's original Petition: 7, 9, 10, 12, 13, 16, 17.
3. In addition, as to paragraph 3 it is admitted the parties were married on April 28, 2007, but the remainder of the paragraph is denied.

4. Any allegations not specifically addressed herein are denied.

**COUNTERPETITION FOR
DISSOLUTION OF MARRIAGE AND OTHER RELIEF**

Wife, JULIE M. GONZALEZ, by and through the undersigned attorney, files this Counterpetition for Dissolution of Marriage and Other Relief, and states as follows:

1. **Action for Dissolution of Marriage.**

This is an action for dissolution of the bonds of marriage between the parties in the above-styled cause, specifically Respondent and Counterpetitioner, Julie M. Gonzalez, hereinafter called "Wife", age 57 years, and Petitioner and Counterrespondent, Lloyd G. Wickboldt, hereinafter called "Husband", age 58 years.

2. **Jurisdiction and Venue.**

The parties have been residents of Florida for more than six (6) months prior to the filing of this Counterpetition. Venue is proper in this circuit because PALM BEACH County is where the intact marriage of these parties was last evidenced by a continuing union and the intent to remain there and married to each other.

3. **Marriage Statistic.**

The parties were duly married to each other on April 28, 2007, at Boca Raton, Florida.

4. **Date of Separation.**

The parties cohabited together as husband and wife until their final separation

on or about December 12, 2009.

5. **Children.**

There are no minor or dependent children common to both parties and the wife is not pregnant.

6. **Grounds.**

The marriage of the parties is irretrievably broken.

4. **Rehabilitative Alimony.**

Wife is in need of rehabilitative alimony to assist her financially while acquiring sufficient education, retraining, developing skill and/or improving her employment and income situation, so as to acquire a higher income potential more like that enjoyed by Husband, as a result of Wife's past contribution to Husband's career and education. Wife is without funds with which to fully support herself without this assistance, considering the standard of living established during the marriage as well as other factors set forth in applicable Florida Statutes, including the time necessary to acquire sufficient education or training to find appropriate employment.

5. **"Bridge-the-Gap" Alimony.**

In the alternative and/or in addition to any other alimony requested herein, Wife is in need of alimony to "bridge the gap" between married and single life. Wife is without funds with which to fully support herself without this assistance, and hereby requests such transitional alimony.

6. **Durational Alimony.**

In the alternative and/or in addition to any other alimony requested herein, Wife is in need of economic assistance and hereby requests an award of durational alimony that will terminate upon the death of either Wife or Husband, or the remarriage of Wife, and will not exceed the length of the marriage, as set forth in the Florida Statutes. Wife is without funds with which to fully support herself without this assistance, considering the standard of living established during the marriage as well as other factors set forth in applicable Florida Statutes.

7. **Temporary Alimony.**

In the alternative and/or in addition to any other alimony requested herein, Wife is in need of alimony during the pendency of this action. Wife is without funds with which to fully support herself without this assistance, and hereby requests temporary alimony or spousal support until judgment for dissolution is granted herein.

8. **Lump Sum Alimony.**

In the alternative and/or in addition to any other alimony requested herein, Wife requests the award of lump sum alimony.

7. **Equitable Distribution.**

The parties have accumulated certain property and liabilities during the course of their marriage. There is justification for the court to equitably divide these assets and liabilities between the parties so as to achieve an equitable distribution of the assets and liabilities and to ensure that the support needs of the parties are furthered. The court should use lump sum alimony, permanent periodic alimony, rehabilitative

alimony, exclusive use and possession of property and any other tools available to the court so as to achieve an equitable distribution.

8. **Motor Vehicle.**

The 2006 Lexus IS350 Sedan is jointly owned or leased by the parties, and Wife needs the use of the 2006 Lexus IS350 Sedan now and in the future. Husband has other means of transportation.

9. **Personal Property.**

The parties possess jointly owned personal property in regard to which the rights of the parties should be adjudicated by this court.

10. **Debts.**

The parties have incurred certain debts during the marriage in regard to which the individual and specific obligations of the parties should be adjudicated by the court.

11. **Health and Other Insurance.**

Husband has available a health, hospitalization, major medical, dental insurance policy and/or medical reimbursement plan that covers Wife, and has the ability to pay for said policy during and after these proceedings, and has the right to convert the policy after a dissolution of marriage to provide equivalent coverage for Wife under COBRA Federal Statutes.

12. **Injunction Against Disposal of Assets.**

Wife believes and therefore alleges that Husband might hide, remove or dispose of part or all of his assets and funds to the detriment of Wife if he is not

restrained by an Order of this Court. Husband will sustain no damage from entry of an order enjoining disposal or transfer of any assets without consent of Wife or order of court. The great majority of Husband's assets can be easily encumbered, sold, transferred or disposed of. Wife would be irrevocably injured by these acts of Husband and believes the injury will occur if Husband is not restrained and enjoined without notice from disposing, encumbering, withdrawing, selling, transferring or permitting the disposal, encumbrance, withdrawal, sale or transfer of his assets, or transfer of any assets, or making any changes in his life insurance policies, health and other insurance policies, or employment benefits from that which existed at the time prior to the separation of the parties, until further order of this Court.

13. **Restraining Orders and Mutual Injunction.**

Wife and Husband are now in separate residences, but Husband continues to call and harass Wife. In addition, Husband has made numerous calls to the friends, acquaintances and family of Wife, slandering her and greatly damaging her relationships with these individuals. Husband has been harassing and/or abusing Wife and her family, friends and acquaintances and Wife fears that Husband will irreparably harm Wife unless restrained by this court. Wife also desires and should be granted a mutual injunction enjoining and restraining both parties from bothering, molesting, harassing or interfering with each other, either directly or indirectly or through third parties, at the places where they reside, at their places of business or wherever they might be located, until further order of this Court. Wife is without sufficient funds to post the bond required by the applicable section of the Florida

Rules of Civil Procedure.

14. **Restoration of Prior Name.**

Wife requests restoration of her prior name. Wife's name prior to this marriage was JULIE MARIA GONZALEZ. Wife has never been adjudicated bankrupt, either individually or jointly with Husband or any other person. A name change is not requested for any ulterior or illegal purpose and will not adversely affect any creditors or other persons.

15. **Military Status.**

Both parties are over the age of eighteen (18) years and neither is, nor within a period of thirty (30) days immediately prior to this date has been, enlisted in the military service of the United States as defined by the Servicemembers Civil Relief Act of 2003.

16. **Attorney's Fees and Costs.**

Wife has employed Craig A. Boudreau to represent her in this action and has agreed to pay a reasonable attorney's fee, cost and suit money for this representation. Wife is financially unable to pay said attorney or the costs of this action, but Husband is well able to do so. To the extent that Husband may engage in vexatious or overly litigious conduct, the Wife is entitled to an award of attorney's fees and costs pursuant to the case law of Rosen v. Rosen, 696 So. 2d 697 (Fla. 1997); Mettler v. Mettler, 569 So. 2d 496 (Fla 4th DCA 1990); Diaz v. Diaz, 727 So. 2d 954 (Fla. 3d DCA 1999).

WHEREFORE, Wife, JULIE M. GONZALEZ, respectfully requests that this

Honorable Court:

A. Award Wife the relief sought herein, and dissolve the marriage of the parties.

B. Award Wife temporary, rehabilitative, "bridge-the-gap", durational and lump sum alimony.

C. Grant an equitable distribution of the assets and liabilities that each of the parties acquired during or as a result of this marriage, making use of all appropriate remedies, including but not limited to alimony, giving due regard to the applicable factors set forth in Florida Statutes.

D. Adjudicate the rights of the parties in regard to their jointly owned real and/or personal property and debts, including such marital and non-marital rights and obligations as may exist. And, pending such adjudication, restrain Husband from transferring, concealing, removing, dissipating, encumbering, destroying, selling, or in any other way disposing of such assets without written agreement of Wife or order of court.

E. Award Wife the temporary exclusive use and permanent ownership of the 2006 Lexus IS350 Sedan.

F. Require Husband to pay all debts incurred by the parties prior to the dissolution of marriage.

G. Require Husband to acquire and/or maintain for the benefit of Wife at all times, a health, hospitalization, major medical, dental insurance policy and/or medical reimbursement plan and to cooperate and convert for Wife all rights under

COBRA or other appropriate statutes, laws, rules, regulation, terms and conditions, regarding such policies and/or plans.

H. Enter appropriate temporary restraining orders without notice to Husband granting Wife the relief requested herein, pending further hearing, restraining Husband from any violence or threats of violence, and from calling Wife, her family, friends and acquaintances, and from going to the home of Wife or any place at which she may be working.

I. Waive posting of any bond as per Florida Rules of Civil Procedure.

J. Restore Wife's prior name, JULIE MARIA GONZALEZ.

K. Require Husband to contribute to Wife's attorney's fees and related legal expenses and costs.

[Handwritten signature]

Julie M. Gonzalez
Counterpetitioner

STATE OF FLORIDA
COUNTY OF PALM BEACH

Sworn to or affirmed and signed before me on July 16, 2010 by Julie M. Gonzalez.



[Handwritten signature: Morales]

NOTARY PUBLIC or DEPUTY CLERK
Audrey S. Morales

[Print, type or stamp commissioned name of notary or deputy clerk.]

Personally known
 Produced identification
Type of identification produced Florida D.L.

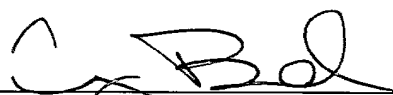
CERTIFICATE OF SERVICE

I certify that a copy of this document was delivered by U.S. Mail to the person listed below on July 19, 2010.

Andrew Michael Chansen, Esq.
Petitioner/Counterrespondent
125 Crawford Boulevard
Boca Raton, Florida 33432-3728

Respectfully submitted,

By: _____


Craig A. Boudreau
Florida Bar No. 471437
420 South State Road 7
Suite 108
Wellington, Florida 33414
Tel. (561) 641-5722
Fax (561) 641-7675
E-Mail: mailbox@boudreaulaw.com
Attorney for
Respondent/Counterpetitioner

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 50 2010 DR003810XXXXSB FY

In Re the Marriage of:

LLOYD G. WICKBOLDT,

Husband,

vs.

JULIE M. GONZALEZ,

Wife.

10 JUL 28 PM 12:11
SECTION OF COURT CLERK'S OFFICE

HUSBAND'S MOTION TO EXTEND TIME TO COMPLY WITH DISCOVERY AND
MOTION FOR PROTECTIVE ORDER

Petitioner, LLOYD G. WICKBOLDT, by and through his undersigned counsel, moves the Court for additional time to comply to mandatory disclosure, Wife's Request for Production and Interrogatories, and protective order, and states:

1. The Husband has filed Interrogatories and Request for Production of Documents to Wife on or about June 17, 2010; to date the Wife has not responded to this Discovery..
2. No prejudice will be caused Wife if the Husband is granted 15 days from the time the Husband complies with the above discovery to comply with the mandatory disclosure and discovery due from the Wife. This motion is made in good faith. Additionally, the Husband needs additional time because of a medical condition.
3. The Court pursuant to the Rules of Civil Procedure may set the time and order of the discovery of the parties.
4. Therefore, the Husband requests that Husband comply with the mandatory disclosure and discovery 15 days after the Wife fully complies with the mandatory disclosure, interrogatories and request for documents and enter a protective order regarding same.

000032

CERTIFICATION

I HEREBY CERTIFY that a copy of the foregoing has been delivered by (X) U.S.

mail to Craig A. Boudreau, Esq., 420 South State Road 7, Suite 108, Wellington, FL 33414

this 23rd day of July 2010.

ANDREW M. CHANSEN, Esq.

Attorney for Husband

125 Crawford Boulevard

Boca Raton, FL 33432

(561) 368-9800

By: 

Andrew M. Chansen

Florida Bar No. 208876

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 50 2010 DR003810XXXXSB FY

In Re the Marriage of:

LLOYD G. WICKBOLDT,
Plaintiff,

vs.

JULIE M. GONZALEZ,
Defendant.

10 AUG -5 AM 10:57
SOUTH BEACH BRANCH-FILED
JULIE M. GONZALEZ

ANSWER TO DEFENDANT'S COUNTER-PETITION
FOR DISSOLUTION OF MARRIAGE AND OTHER RELIEF

The Plaintiff, LLOYD G. WICKBOLDT, files his Answer to the Counter-Petition for Dissolution of Marriage and other relief filed by the Defendant, JULIE M. GONZALEZ, and states:

1. Denies that the parties were married as stated in the Plaintiff's Complaint; see Plaintiff's annulment Count as previously filed in this action.
2. Admits that the Defendant has been a resident of the State of Florida.
3. Denies that the parties were married on April 28, 2007; the marriage was a farce. The marriage certificate attached to this Answer was prepared by the Defendant in an attempt to create a marriage between the parties.
4. Denied.

5. Admitted.
6. Denies there was a valid marriage.
8. Denied; the automobile in question is in the name of the Plaintiff and was acquired by him before the alleged marriage.
9. Denied.
10. Denied.
11. Denied.
12. Denied.
13. Denied.
14. Denied.
15. Admitted.
16. Denied
- 17 Denies each and every allegation not heretofore answered and demands strict proof thereof.
18. Has retained the undersigned attorney to represent her in this action and has agreed to pay a reasonable attorney's fee for his services.

WHEREFORE, the Plaintiff requests the Court to enter an Order dismissing the Counter-Petition for Dissolution of Marriage with costs and attorney's fees.

AFFIRMATIVE DEFENSES

For his affirmative defenses, the Plaintiff states the following:

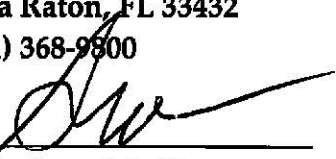
First Affirmative Defense

The Plaintiff is seeking an annulment and incorporates his allegations found in his Count for Annulment previously filed and incorporated herein.

CERTIFICATION

I HEREBY CERTIFY that a copy of the foregoing has been delivered by (X) U.S. mail to Craig A. Boudreau, Esq., 420 South State Road 7, Suite 108, Wellington, FL 33414 this 4th day of August 2010.

ANDREW M. CHANSEN, Esq.
Attorney for Plaintiff
125 Crawford Boulevard
Boca Raton, FL 33432
(561) 368-9800

By: 
✓ Andrew M. Chansen
Florida Bar No. 208876

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 50 2010 DR003810XXXXSB FY

LLOYD G. WICKBOLDT,
Plaintiff/Husband,

vs.

JULIE M. GONZALEZ,
Defendant/Wife.

FILED

2010 AUG 26 PM 12:44

CLERK

**HUSBAND'S MOTION TO COMPEL DISCOVERY AND
MANDATORY DISCLOSURE**

The Plaintiff/Husband, LLOYD G. WICKBOLDT, files this Ex-Parte Motion to Compel Discovery and Mandatory Disclosure, and as grounds therefore state:

1. On or about March 25, 2010, the Plaintiff/Husband filed his Petition for Dissolution of Marriage and Annulment.
2. On or about June 17, 2010 the Plaintiff/Husband filed Request for Production of Documents and Interrogatories to the Defendant/Wife. (the "Request").
3. To date the Defendant/Wife has not responded to the Request or filed any motions regarding to the

requested discovery.

4. The Defendant/Wife has failed to allege or assert any privileges herein, and has further failed to file a Motion for Protective Order.
5. The undersigned counsel is desirous that the Court order the Defendant/Wife to provide her answers to the First Set of Interrogatories and Request to Produce, and Mandatory Disclosure within the next ten (10) days.
6. Unless otherwise limited by order of the court in accordance with these rules, the scope of discovery is as follows:
 - i. In General. Parties may obtain discovery regarding any matter, not privileged, that is relevant to the subject matter of the pending action, whether it relates to the claim or defense of the party seeking discovery or the claim or defense of any other party, including the existence, description, nature, custody, condition, and location of any books, documents, or other tangible things and the identity and location of persons having knowledge of any discoverable matter. It is not ground for objection that the information sought will be inadmissible at the trial if the information sought appears

reasonably calculated to lead to the discovery of admissible evidence (emphasis added).

ii. The concept of relevancy is broader in the discovery context than in the trial context. For instance, the test with respect to discovery is relevancy to the subject matter of the action rather than to the precise issues framed by the pleadings. The Rules of Civil Procedure provide that it is not ground for objection that the information sought will be inadmissible at the trial if such information sought reasonably appears calculated to lead to the discovery of admissible evidence. Conversely, documentation or information requested through discovery does not meet the standard of relevancy if it is neither relevant to the particular action nor calculated to lead to the discovery of admissible evidence. Sterling Casino Lines, L.P. v. Plowman-Render, 902 So. 2d 938 (Fla. 5TH DCA 2005); Adventist Health System/Sunbelt Health v. Judge, 739 So. 2d 695 (Fla. 5TH DCA 1999); Davich v. Norman Bros. Nissan, Inc., 739 So. 2d 138 (Fla. 5TH DCA 1999), Allstate Ins. Co. v. Langston, 655 So. 2d 91 (Fla. 1995), Fla. R. Civ. P. 1.280(b)(1).

iii. The Husband's Request goes to the issues raised in the pleadings and seeks information

related to these to those issues and which fall within the scope of discovery set forth in Fla. R. Civ. P. 1.280(b).

7. Therefore, the Plaintiff/Husband, respectfully requests that the Court enter an Order compelling the Defendant/Wife, JULIE M. GONZALEZ, to furnish her answers to Interrogatories and Request to Produce and Mandatory Disclosure to the undersigned attorney within ten (10) days, and such other and further relief as this Court deems just and proper.

CERTIFICATION

I HEREBY CERTIFY that a copy of the foregoing has been delivered by (X) U.S. mail to Craig A. Boudreau, Esq., 420 South State Road 7, Suite 108, Wellington, FL 33414 this 23rd day of August 2010.

ANDREW M. CHANSEN, Esq.
Attorney for Husband
125 Crawford Boulevard
Boca Raton, FL 33432
(561) 368-9800

By: 
Andrew M. Chansen
Florida Bar No. 208876

C:\0 WINWORD\dismar\dscover\inocompl\wickboldt lloyd 9 3380 motion to compel discovery doc

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 50 2010 DR003810XXXXSB FY

LLOYD G. WICKBOLDT,
Plaintiff/Husband,
vs.
JULIE M. GONZALEZ,
Defendant/Wife.

FILED
2010 AUG 25 AM 10:46
JAHKUI R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

ORDER GRANTING MOTION TO COMPEL DISCOVERY

THIS CAUSE having come on to be heard before this Court upon the Plaintiff's/Husband's Motion to Compel, pursuant to Local Rule and the Court being otherwise fully advised in the premises, it is hereupon:

ORDERED AND ADJUDGED that said Motion be and the same is hereby granted. The Defendant/Wife, JULIE M. GONZALEZ, shall have ten (10) days from the date of this Order within which to respond to the First Set of Interrogatories propounded upon her, fully comply with the Request to Produce and file her Mandatory Disclosure by delivery of said documents to the Plaintiff's/Husband's attorney.

DONE AND ORDERED in Chambers at Delray Beach, Palm Beach, Florida, this 21 day of Aug, 2010.


CHARLES E. BURTON, CIRCUIT JUDGE

Copies furnished:

ANDREW M. CHANSEN, ESQUIRE, 125 Crawford Boulevard, Boca Raton, FL 33432
Craig A. Boudreau, Esq., 420 South State Road 7, Suite 108, Wellington, FL 33414

000041

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA

Case No.: 50 2010 DR 003810 XXXX SB
Division: FY

IN RE THE MARRIAGE OF:

LLOYD G. WICKBOLDT,
Husband,

and

JULIE M. GONZALEZ,
Wife.

2010 SEP -7 PM 8:47
STATE
CLERK
SC01

WIFE'S NOTICE OF FILING FINANCIAL AFFIDAVIT

Wife, Julie M. Gonzalez, by and through her undersigned attorney, gives notice of filing the original of her financial affidavit with the Clerk of Court.

Respectfully submitted,

By: 

CRAIG A. BOUDREAU
Florida Bar No. 471437
420 South State Road 7
Suite 108
Wellington, Florida 33414
Tel. (561) 641-5722
Fax (561) 641-7675
Attorney for Wife

CERTIFICATE OF SERVICE

I certify that a copy of this document was mailed to the person listed below on September 15th, 2010.

Andrew M Chansen Esq
125 Crawford Blvd
Boca Raton FL 33432-3728


CRAIG A. BOUDREAU
Attorney for Wife

000042

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA

Case No.: 50 2010 DR 003810 XXXX SB
Division: FY

IN RE THE MARRIAGE OF:

LLOYD G. WICKBOLDT,
Husband,

and

JULIE M. GONZALEZ,
Wife.

ORIGINAL FILED
South County Branch

SEP 07 2010

SHARON R. BOCK
Clerk & Comptroller

WIFE'S FAMILY LAW FINANCIAL AFFIDAVIT

I, Julie M. Gonzalez, being sworn, certify that the following information is true:

SECTION I. INCOME

1. Date of Birth: 10/01/1952

I am currently unemployed: I am currently a student and expect to obtain my BSN Degree in nursing in three (3) years. Once employed I expect to earn between \$60,000.00 and \$75,000.00 annually.

LAST YEAR'S GROSS INCOME	Your Income	Other Party's Income
YEAR: 2009	\$708.00	\$255,409.44

PRESENT MONTHLY GROSS INCOME:

1. Monthly gross salary or wages	1.	\$0.00
2. Monthly bonuses, commissions, allowances, overtime, tips, and similar payments	2.	0.00
3. Monthly business income from sources such as self-employment, partnerships, close corporations, and/or independent contracts (gross receipts minus ordinary and necessary expenses required to produce income)	3.	0.00
4. Monthly disability benefits/SSI	4.	0.00
5. Monthly Workers' Compensation	5.	0.00

6.	Monthly Unemployment Compensation	6.	0.00
7.	Monthly pension, retirement, or annuity payments	7.	0.00
8.	Monthly Social Security benefits	8.	0.00
9.	Monthly alimony actually received		
	9a. From this case: 0.00		
	9b. From other case(s): 0.00	9.	0.00
10.	Monthly interest and dividends	10.	190.08
11.	Monthly rental income (gross receipts minus ordinary and necessary expenses required to produce income) (see attached "Monthly Rental Income Itemization")	11.	-131.00
12.	Monthly income from royalties, trusts, or estates	12.	0.00
13.	Monthly reimbursed expenses and in-kind payments to the extent that they reduce personal living expenses	13.	0.00
14.	Monthly gains derived from dealing in property (not including nonrecurring gains)	14.	0.00
15.	PRESENT MONTHLY GROSS INCOME	15.	\$59.08

PRESENT MONTHLY DEDUCTIONS:

16.	Monthly federal, state, and local income tax (corrected for filing status and allowable dependents and income tax liabilities)		
	a. Filing Status:		
	b. Number of dependents claimed:	16.	\$0.00
17.	Monthly FICA or self-employment taxes	17.	0.00
18.	Monthly Medicare payments	18.	0.00
19.	Monthly mandatory union dues	19.	0.00
20.	Monthly mandatory retirement payments	20.	0.00
21.	Monthly health insurance payments (including dental insurance), excluding portion paid for any minor children of this relationship	21.	0.00
22.	Monthly court-ordered child support actually paid for children from another relationship	22.	0.00
23.	Monthly court-ordered alimony actually paid		

23a.	from this case: 0.00		
23b.	from other case(s): 0.00	23.	0.00
24.	TOTAL DEDUCTIONS ALLOWABLE UNDER SECTION 61.30, FLORIDA STATUTES	24.	\$0.00
25.	PRESENT NET MONTHLY INCOME	25.	<u>\$59.08</u>

SECTION II. AVERAGE MONTHLY EXPENSES

Proposed/Estimated Expenses

A. HOUSEHOLD

1.	Monthly Mortgage or rent payments	1.	\$1,075.00
2.	Monthly Property taxes (if not included in Mortgage)	2.	0.00
3.	Monthly insurance on residence (if not included in Mortgage)	3.	75.00
4.	Monthly condominium maintenance fees and homeowner's association fees	4.	0.00
5.	Monthly electricity	5.	250.00
6.	Monthly water, garbage, and sewer	6.	0.00
7.	Monthly telephone	7.	175.00
8.	Monthly fuel oil or natural gas	8.	0.00
9.	Monthly repairs and maintenance	9.	0.00
10.	Monthly lawn care	10.	0.00
11.	Monthly pool maintenance	11.	0.00
12.	Monthly pest control	12.	0.00
13.	Monthly misc. household	13.	100.00
14.	Monthly food and home supplies	14.	500.00
15.	Monthly meals outside home	15.	200.00
16.	Monthly cable t.v.	16.	63.00
17.	Monthly alarm service contract	17.	0.00
18.	Monthly service contracts on appliances	18.	0.00

19.	Monthly maid service	19.	0.00
20.	Cellular telephone	20.	54.00
21.	Internet	21.	63.00
22.	SUBTOTAL	22.	\$2,555.00

AUTOMOBILE

23.	Monthly gasoline and oil	23.	\$250.00
24.	Monthly repairs	24.	195.00
25.	Monthly auto tags and emission testing	25.	8.00
26.	Monthly insurance	26.	150.00
27.	Monthly payments (lease or financing)	27.	0.00
28.	Monthly rental/replacements	28.	0.00
29.	Monthly alternative transportation (bus, rail, car pool, etc.)	29.	40.00
30.	Monthly tolls and parking	30.	40.00
31.	SUBTOTAL	31.	\$683.00

MONTHLY EXPENSES FOR CHILDREN COMMON TO BOTH PARTIES

32.	Monthly nursery, babysitting, or day care	32.	\$0.00
33.	Monthly school tuition	33.	0.00
34.	Monthly school supplies, books, and fees	34.	0.00
35.	Monthly after school activities	35.	0.00
36.	Monthly lunch money	36.	0.00
37.	Monthly private lessons or tutoring	37.	0.00
38.	Monthly allowances	38.	0.00
39.	Monthly clothing and uniforms	39.	0.00
40.	Monthly entertainment (movies, parties, etc.)	40.	0.00
41.	Monthly health insurance	41.	0.00
42.	Monthly medical, dental, prescriptions (nonreimbursed only)	42.	0.00
43.	Monthly psychiatric/psychological/counselor	43.	0.00

44.	Monthly orthodontic	44.	0.00
45.	Monthly vitamins	45.	0.00
46.	Monthly beauty parlor/barber shop	46.	0.00
47.	Monthly nonprescription medication	47.	0.00
48.	Monthly cosmetics, toiletries, and sundries	48.	0.00
49.	Monthly gifts from child(ren) to others (other children, relatives, teachers, etc.)	49.	0.00
50.	Monthly camp or summer activities	50.	0.00
51.	Monthly clubs (Boy/Girl Scouts, etc.)	51.	0.00
52.	Monthly access expenses (for nonresidential parent)	52.	0.00
53.	Monthly miscellaneous	53.	0.00
54.	SUBTOTAL	54.	\$0.00

MONTHLY EXPENSES FOR CHILD(REN) FROM ANOTHER RELATIONSHIP: (other than court-ordered child support)

55.	SUBTOTAL	55.	\$0.00
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MONTHLY INSURANCE:

56.	Health insurance, excluding portion paid for any minor child(ren) of this relationship	56.	\$400.00
57.	Life insurance	57.	125.00
58.	Dental insurance	58.	0.00
59.	SUBTOTAL	59.	\$525.00

E. OTHER MONTHLY EXPENSES NOT LISTED ABOVE

60.	Monthly dry cleaning and laundry	60.	\$75.00
61.	Monthly clothing	61.	150.00
62.	Monthly medical, dental, and prescription (unreimbursed only)	62.	70.00
63.	Monthly psychiatric, psychological, or counselor (unreimbursed only)	63.	0.00

64.	Monthly non-prescription medications, cosmetics, toiletries, and sundries	64.	60.00
65.	Monthly Grooming	65.	240.00
66.	Monthly gifts	66.	0.00
67.	Monthly pet expenses	67.	0.00
68.	Monthly club dues and membership	68.	100.00
69.	Monthly sports and hobbies	69.	0.00
70.	Monthly entertainment	70.	100.00
71.	Monthly periodicals/books/tapes/CD's	71.	0.00
72.	Monthly vacations	72.	0.00
73.	Monthly religious organizations	73.	0.00
74.	Monthly bank charges/credit card fees	74.	0.00
75.	Monthly education expenses	75.	810.00
76.	SUBTOTAL	76.	\$1,605.00

MONTHLY PAYMENTS TO CREDITORS:

NAME OF CREDITOR:

77.	AMEX	77.	\$691.58
78.	Discover Card	78.	\$400.59
79.	Capital One Visa	79.	\$537.29
80.	Mastercard	80.	\$69.78
81.	Macys	81.	\$470.00
82.	Nordstrom	82.	\$320.00
83.	Victorias Secret	83.	\$137.00
84.	Lowes	84.	\$40.20
85.	Home Depot	85.	\$170.00
86.	SUBTOTAL	86.	\$2,836.44
87.	TOTAL MONTHLY EXPENSES	87.	<u>\$8,204.44</u>

SUMMARY

88. TOTAL PRESENT MONTHLY NET INCOME	88.	\$59.08
89. TOTAL MONTHLY EXPENSES	89.	8,204.44
90. SURPLUS	90.	0.00
91. DEFICIT	91.	(8,145.36)

SECTION III. ASSETS AND LIABILITIES

A. ASSETS:

DESCRIPTION OF ITEMS. (An "X" marks the assets that should be awarded to Julie M. Gonzalez)	CURRENT FAIR MARKET VALUE	NONMARITAL	
		husband	wife
Cash			
Cash (on hand)	\$15,000.00		
Cash (in banks or credit unions)			
Amtrust Checking	3,000.00		
Bank United Checking	6,000.00		X
Bank United Savings	2,800.00		X
Amtrust CD	3,000.00		X
Husband's bank accounts (value unknown)	1.00		
Bank United CD	34,000.00		X
Real Estate			
Townhome	162,000.00		X
Automobiles			
X Lexus 106 IS350 (W drives)	23,000.00		
2004 Toyota 4-Runner	19,000.00		
Retirement Plans			
Amtrust IRA	33,000.00		X
Smith Barney	19,000.00		X
Husband's Retirement Plans (UNKNOWN VALUE)	1.00		
Furniture & furnishings elsewhere			

Personal property Husband has secreted from Wife (see attached list)	92,325.00	X
TVs, DVD/CD players, I-Pods	4,000.00	
4x6 Persian Carpet	3,500.00	
Total Assets	\$419,627.00	

B. LIABILITIES/DEBTS:

DESCRIPTION OF ITEMS (The liabilities for which Julie M. Gonzalez should be responsible are marked with an "X")	CURRENT AMOUNT OWED	NONMARITAL	
		husband	wife
Home Mortgages			
Townhome	\$106,000.00		X
Charge/credit card accounts			
AMEX	700.00		
Discover Card	200.00		
Mastercard	450.00		
Macys	400.00		
Citicard	450.00		
Home Depot	200.00		
Total Debts	\$108,400.00		

C. NET WORTH

Total Assets	\$419,627.00
Total Liabilities	\$108,400.00
TOTAL NET WORTH	<u>\$311,227.00</u>

D. CONTINGENT ASSETS AND LIABILITIES:

Contingent Assets	Possible Value	Nonmarital
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husband wife

Total Contingent Assets \$0.00

Contingent Liabilities	Possible Amount Owed	Nonmarital
		husband wife

Total Contingent Liabilities \$0.00

E. There has been no agreement between Julie M. Gonzalez and the other party that one of them will take responsibility for a debt and will hold the other party harmless from that debt.

F. CHILD SUPPORT GUIDELINES WORKSHEET

A Child Support Guidelines Worksheet IS NOT being filed in this case. The establishment or modification of child support is not an issue in this case.

I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated: 9/01/2010



Julie M. Gonzalez

STATE OF FLORIDA
COUNTY OF PALM BEACH

Sworn to or affirmed and signed before me on 9/01/2010 by Julie M. Gonzalez.

NOTARY PUBLIC or DEPUTY CLERK

Audrey Morales
A. Morales

 Personally known
 Produced identification
 Type of identification produced Florida DL

Monthly Rental Income Itemization

Monthly Rental Income

1.	Rental Income	\$-131.00
	Total Monthly Rental Income	\$-131.00
	Monthly Rental Expense	
	Total Monthly Rental Expense	\$0.00
	Total Monthly Rental Net Income	\$-131.00

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
FAMILY DIVISION
CASE NO. 50 2010 DR 003810XXXX SB FY

IN RE:
LLOYD G. WICKBOLDT,
Husband,

v.

JULIE M. GONZALEZ,
Wife.

2010 SEP -7 AM 8:47
STATE COURT

WIFE'S MANDATORY DISCLOSURE

The wife, Julie M. Gonzalez, by and through the undersigned attorney, herewith provides the following information to the husband, Lloyd G. Wickboldt.

1. All federal and state income tax returns, gift tax returns, and intangible personal property tax returns filed by the party or on the party's behalf for the past 3 years.

2007 _____ Attached Not in my custody or control _____ Does not exist
2008 Attached _____ Not in my custody or control _____ Does not exist
2009 Attached _____ Not in my custody or control _____ Does not exist

Husband is in possession of all previous years income tax returns.

2. IRS forms W-2, 1099, and K-1 for the past year, if the income tax return for that year has not been prepared.

_____ Attached _____ Not in my custody or control _____ Does not exist
Income Tax Returns have been provided.

3. Pay stubs or other evidence of earned income for the 3 months prior to service of the financial affidavit.

_____ Attached _____ Not in my custody or control Does not exist

4. A statement by the producing party identifying the amount and source of all income received from any source during the 3 months preceding the service of the financial affidavit required by this rule if not reflected on the pay stubs produced.

_____ Attached _____ Not in my custody or control Does not exist

5. All loan applications and financial statements prepared or used within the 12 months preceding service of that party's financial affidavit required by this rule, whether for the purpose of obtaining or attempting to obtain credit or for any other purpose.

Attached Not in my custody or control Does not exist

6. All deeds within the last 3 years, all promissory notes within the last 12 months, and all present leases, in which the party owns or owned an interest, whether held in the party's name individually, in the party's name jointly with any other person or entity, in the party's name as trustee or guardian for any other person, or in someone else's name on the party's behalf.

Attached Not in my custody or control Does not exist
Settlement Statement, Home owner's insurance policy, Broward County Property Appraiser's Records, Devcon Security System information, Service America Contract, HSBC Mortgage statement, HOA Fees coupons, and Flood Insurance for Wife's home located at 17103 SW 39th Court, Miramar, Florida

7. All periodic statements from the last 3 months for all checking accounts, and from the last 12 months for all other accounts (for example, savings accounts, money market funds, certificates of deposit etc.), regardless of whether or not the account has been closed, including those held in the party's name individually, in the party's name jointly with any other person or entity, in the party's name as trustee or guardian for any other person, or in someone else's name on the party's behalf.

Attached Not in my custody or control Does not exist
Please see response to Request to Produce being filed simultaneously with Mandatory Disclosure.

8. All brokerage account statements in which either party to this action held within the last 12 months or holds an interest including those held in the party's name individually, in the party's name jointly with any person or entity, in the party's name as trustee or guardian for any other person, or in someone else's name on the party's behalf.

Attached Not in my custody or control Does not exist

9. The most recent statement for any profit sharing, retirement, deferred compensation, or pension plan (for example, IRA, 401(k), 403(b), SEP, KEOGH, or other similar account) in which the party is a participant or alternate payee and the summary plan description for any retirement, profit sharing, or pension plan in which the party is a participant or an alternate payee (The summary plan description must be furnished to the party on request by the plan administrator as required by > 29 U.S.C. § 1024(b)(4).)

Attached Not in my custody or control Does not exist

Morgan Stanley Smith Barney IRA Statements for account ending [REDACTED] dated 4/30/2010

10. The declarations page, the last periodic statement, and the certificate for any group insurance for all life insurance policies insuring the party's life or the life of the party's spouse, and all current health and dental insurance cards covering either of the parties and/or their dependent children.

_____ Attached _____ Not in my custody or control X Does not exist

11. Corporate, partnership, and trust tax returns for the last 3 years if the party has an ownership or interest in a corporation, partnership, or trust greater than or equal to 30%.

_____ Attached _____ Not in my custody or control X Does not exist

12. All promissory notes for the last 12 months, all credit card and charge account statements and other records showing the party's indebtedness as of the date of the filing of this action and for the last 3 months, and all present lease agreements, whether owed in the party's name individually, in the party's name jointly with any other person or entity, in the party's name as trustee or guardian for any other person, or in someone else's name on the party's behalf.

X Attached _____ Not in my custody or control _____ Does not exist
Please see response to Request to Produce being filed simultaneously with Mandatory Disclosure.

13. All written premarital or marital agreements entered into at any time between the parties to this marriage, whether before or during the marriage. Additionally, in any modification proceeding, each party shall serve on the opposing party all written agreements entered into between them at any time since the order to be modified was entered.

_____ Attached _____ Not in my custody or control X Does not exist

14. All documents and tangible evidence supporting the producing party's claim of special equity or nonmarital status of an asset or debt for the time period from the date of acquisition of the asset or debt to the date of production or from the date of marriage, if based on premarital acquisition.

_____ Attached _____ Not in my custody or control X Does not exist

15. Any court orders directing a party to pay or receive spousal or child support.

_____ Attached _____ Not in my custody or control X Does not exist

Certificate of Service

I hereby certify that a copy of the foregoing has been furnished to, Andrew M. Chansen, Esq., 125 Crawford Blvd, Boca Raton, Florida 33432, by U.S. Mail on September 1ST, 2010.

CRAIG A. BOUDREAU
420 South State Road 7
Suite 108
Wellington, Florida 33414
(561) 641-5722 telephone
(561) 641-7675 facsimile



Craig A. Boudreau
Florida Bar No. 471437

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
FAMILY DIVISION
CASE NO. 50 2010 DR 003810 XXXX SB FY

IN RE:

LLOYD G. WICKBOLDT,
Husband,
and

JULIE M. GONZALEZ,
Wife.

_____ /

2010 SEP 20 PM 6:51
EQUITY COURT - PALM BEACH

MOTION TO COMPEL

COMES NOW the wife, Julie M. Gonzalez, by and through her undersigned attorney, and respectfully moves this Honorable Court to enter an order compelling the husband, Lloyd G. Wickboldt, to comply with the discovery requirements and as grounds therefore would state:

1. The Petition was filed by the Husband on or about March 24th, 2010.
2. Husband's Mandatory Disclosure was due on or about May 8th, 2010.
3. Request to Produce and Standard Interrogatories were served on the Husband on or about June 21st, 2010 bringing them due on July 26th, 2010 .


4. To date the undersigned has still not received a Response to Discovery Requests from the Husband.

WHEREFORE the wife, Julie M. Gonzalez, respectfully requests this Honorable Court enter an order compelling husband, Lloyd G. Wickboldt, to comply with the discovery requirements.

Certificate of Service

I HEREBY CERTIFY that a copy of the foregoing was delivered by U.S. Mail to Andrew M Chansen Esq., 125 Crawford Blvd, Boca Raton FL 33432-3728, this 14th day of September, 2010.

Craig A. Boudreau
Attorney for Wife
420 South State Road 7
Suite 108
Wellington, Florida 33414
Telephone: 561-641-5722
Facsimile: 561-641-7675



Craig A. Boudreau
Florida Bar #471437

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 50 2010 DR003810XXXXSB FY

In Re the Marriage of:

LLOYD G. WICKBOLDT,

Plaintiff, Husband,

vs.

JULIE M. GONZALEZ,

Defendant, Wife.

2011 JAN 12 PM 12:24
SHERIFF'S OFFICE
PALM BEACH COUNTY
SOUTH PALM BEACH

PETITIONER'S HUSBAND'S

MOTION TO COMPEL REQUEST FOR PRODUCTION OF DOCUMENTS

Petitioner, LLOYD G. WICKBOLDT, by and through his undersigned counsel, files the following Motion to Compel:

1. The Petitioner served and filed his Request for Production of Documents (the "Request") on or about June 17, 2010. (copy attached).
2. On or about August 24, 2010, this Court entered an order granting Petitioner's previous motion to compel discovery.
3. Although, Respondent has filed a Response to the Request for

Production of documents, the following documents have not been produced:

- a. Wachovia Account # [REDACTED]. Missing statements prior to 2007-1 (January 1, 2007)
- b. Bank United CD #9686 referred to on Financial Affidavit for \$34,000.
- c. Bank United # [REDACTED] checking. Missing prior to [REDACTED] (February, 2010)
- d. Bank United #009-7018244. Missing all but 2010-3,200-12
- e. Bank United #0282013520 Rental Income Account. Missing after 2009-12, all of 2008,2007, 2006-2,3,4,5,9,10,11,12
- f. Amtrust #7132 Missing all but [REDACTED] and 2001-11
- g. Amtrust #0311 Missing all but 2009-12, 2002-1,8 and 2001-11, 1999-4,11
- h. Amtrust # 6648 Missing all but 2009-12
- j. Amtrust #1942 Missing prior to 2009-12 (December 2009)
- k. Amtrust Bank #7121 Missing prior to [REDACTED]
- m. Washington [REDACTED] Missing after 2006-7 until closed
- n. Bank of America Checking #4972 Missing [REDACTED] and prior to 2010-1
- o. Smith Barney #56k6448g16f1s [REDACTED], 9 and all of 2008 and 2007
- p. Copies of all cancelled checks regarding all of the accounts.

Credit Cards

1. Amex Costco #910007 Missing all of 2010-1,all of 2009 2007-1,2,3,5,7-11,2006-1,2,5,7-12
2. Smith Barney Visa #2237 Missing all but 2010-2,5,6
3. Smith barney Visa # 811 Missing 2010-2,3,4,5 and 2009-2,12 and 2008-1,2,4,7,8,9,10,11,12
4. Discover #2024 Missing all but 2008-5,6,7,8,10,11,12
5. Home Depot Missing all after 2006-1
6. Bank of America #8552 Missing 2010-4,5 and 2009-1,2,3,11 and 2008-1,2 and 2007-1,2,3,4 and 2006-1 through 10
7. Lowes #8029-1 Missing all but 2010-6 and 2006-3
8. Macy's #706-1 Missing all but 2010-1,2,6

9. Nordstrom # 9729 Missing all but 201-2,3,6

10. Bloomingdales # 5571 Missing all but 2009-11, 12
11. Victoria's Secret Missing all but 2010-1,2,4,6

Other

- a. Tax returns 2009,2007,2006 and prior
- b. Safety Deposit Information
- c. What is source of deposits into Amtrust # 1942.
- d. Bank United CD for \$34,000 looks like an IRA CD is it misclassified on her Financial Affidavit?
- e. Disposition of the \$96,000 on December 15, 2009 transfer out of account # 7132
- f. Cell phone records?
- g. Complete epass records?

4. Fla. R. Civ. P. 1.350 authorizes any party to request any other party (1) to produce and permit the party making the request to inspect and copy any designated documents that constitute or contain matters within the scope of rule 1.280(b) and that are in the possession, custody, or control of the party to whom the request is directed.

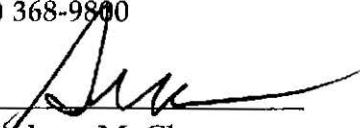
5. Fla. R. Civ. P. states that “[f]or each item or category the response shall state that inspection and related activities will be permitted as requested unless the request is objected to, in which event the reasons for the objection shall be stated (emphasis added).” However, the Plaintiff did not provide a statement for or objection to any of the numbered Requests and did not provide the documentation requested by the Defendants for many numbered items in the Request.

6. Petitioner requests this Court issue an Order compelling Respondent, JULIE M. GONZALEZ to produce all of the documents requested by Petitioner set out above and for all other relief to which this Court deems Petitioner is entitled pursuant to case law and the rules of civil procedure including but not limited to attorney's fees and cost.

CERTIFICATION

I HEREBY CERTIFY that a copy of the foregoing has been delivered by (X)
U.S. mail to Craig A. Boudreau, Esq., 420 South State Road 7, Suite 108, Wellington,
FL 33414 this 11th day of January 2011.

ANDREW M. CHANSEN, Esq.
Attorney for Husband
125 Crawford Boulevard
Boca Raton, FL 33432
(561) 368-9800

By: 
Andrew M. Chansen
Florida Bar No. 208876

DEFINITIONS AND INSTRUCTIONS

“You” or “your” as used herein means the Wife, JULIE M. GONZALEZ, whether through any of her agents, officers, directors, employees or any other party.

A. “Person” means any natural person; private or public corporation, whether or not organized for profit; governmental entity; partnership; association; cooperative; sole proprietorship; or other legal entity. With respect to a business entity, the term “person” includes any natural person acting formally or informally as an employee, officer, agent, attorney or representative of the business entity.

B. “Petitioner” as used herein means the Petitioner in this action; “Respondent” shall mean and refer to the Respondent in this action.

C. The term “Documents” as used in this Request is defined as including, but not limited to, the original and any non-incidental copy (which is different from the original because of notations on such copy or otherwise) of all correspondence, telegrams, teletype messages, contracts (including drafts, proposals and any and all exhibits thereto), draft minutes and addenda, memoranda (including inner and infra office memoranda), memoranda for file, pencil jottings, diary entries, desk calendar entries, reported recollections and other written form of notation of events or intentions, transcripts and recordings of conversations and telephone calls, books, records, photographs, reports, tabulations, charts, books of account, ledgers, invoices, financial statements, purchase orders, receipts, canceled checks and other documentary material not subject to attorney-client privilege, together with any documents thereto, or enclosures therewith. The term “Document” shall include data stored, maintained or organized electronically or magnetically through computer equipment, translated, if necessary, by you into comprehensible form.

D. This Request for Production calls for production of all responsive Documents in your possession, custody or control without regard to physical location of said Document.

E. All Documents shall be originals unless otherwise indicated. If your original is a photocopy or other copy, then the photocopy shall be produced as the original.

F. If you possess no Documents responsive to a paragraph in this Request, state this fact, specifying the paragraph concerned.

G. If you object in part to any Request for Production, produce the portion of the Documents requested to which you do not object, and state your objections to the remainder.

H. If you claim a privilege of any type with respect to any of the Documents, please identify the document by date, title and such other descriptive information as will clearly identify the Document. Further, the objection should state the legal basis of the privilege claimed and provide such supporting information as will establish the claimed privilege.

DOCUMENTS TO BE PRODUCED FOR INSPECTION AND COPYING

1. The Financial Affidavit required by the Florida Family Law Rules LONG FORM.
2. Federal and state income tax returns, gift tax returns and intangible personal property tax returns since 2007 to date.
3. W-2 forms, 1099's and K-1's for the past year if the income tax return for that year has not been prepared.

4. A statement identifying the amount and source of all income received from any source during the three months preceding the delivery of the financial affidavit if not reflected on the pay stubs that are mandatorily required to be produced.
5. All loan applications and financial statements prepared or used since April 1, 2007.
6. Corporate partnership and trust tax returns since April 1, 2007 if the producing party has any interest in a corporation, partnership or trust greater than or equal to 30%.
7. All documents showing reimbursed expenses and in-kind payments that reduced your personal living expenses since April 1, 2007.
8. All deeds, mortgages, promissory notes and closing statements pertaining to real estate that you owned an interest in since April 1, 2007 whether held in your name individually, jointly with any other person or as trustee or guardian or in someone else's name on that person's behalf.
9. All periodic statements, deposit slips and cancelled checks, and passbooks and account statements since April 1, 2007 for all checking accounts, savings accounts, money market funds, certificates of deposit and credit unions (regardless of whether or not the account has been closed), including those held in your name individually, in your name jointly with any other person or entity, in your name as trustee or guardian for any other person, or in someone else's name on your behalf.
10. All account statements for brokerage accounts in which either party held an interest since April 1, 2007.
11. All title certificates, lease agreements, and registration certificates for all motor vehicles, boats, airplanes, and any other vehicle requiring registration that you regularly use, own or owned since April 1, 2007.
12. The most recent statement for any profit sharing, retirement, or pension plan in which you are a participant or alternate payee and the summary plan description for any retirement, profit sharing, or pension plan in which you are a participant or an alternate payee (The summary plan description must be furnished to you on request by the plan administrator as required by 29 U.S.C. Section 1024 (b) (4).).
13. All documents pertaining to any money owed to you or your spouse.
14. All life insurance policies insuring your life or the life of your spouse.
15. Periodic statements, amortization schedules, or other records showing your indebtedness as of the date of the filing of this action since April 1, 2007.
16. All written premarital or marital agreements entered into at any time between the parties to this marriage, whether before or during the marriage.
17. All documents and tangible evidence supporting the producing party's claim of special equity or non-marital status of an asset or debt for the time period from the date of acquisition of the assets or debt to the date of production or from the date of marriage, if based on premarital acquisition.
18. Any court orders directing a party to pay or receive spousal or child support.
19. All records and documents regarding any retirement fund, trust fund, profit-sharing plan, pension plan, IRA, KEOGH plan or any other similar plan since April 1, 2007, including copy of all of the plan and trust documents with all amendments, modifications, and changes, copies of Forms 5500/500-C, 500-B,

- and 5500-SSA since April 1, 2007, copy of the trust asset statement as of the most recent plan anniversary, copy of the most recent summary plan description, copy of individual insurance or annuity contracts in force in the plan, copy of the record of the individual account balance as of the last valuation date of the profit-sharing or defined contribution plan, copy of the latest actuarial valuation specifying cost methods, all documents reflecting any loans made to you by the plan, all documents evidencing any distributions received by you from the plan and all actuarial assumptions being used in the defined benefit pension plans.
20. Any Trust, along with any amendments and modifications thereto, in which you individually or jointly with anyone else have an interest or in which you are a Beneficiary, Trustee, or Trustor, along with the most up-to-date financial records in regards to said Trust, amendments and modification thereto, which list the assets, liabilities and income of the Trust.
 21. Any records, including notes, mortgages or any other evidence of any security or collateral, in regards to any obligations which are owing to you either individually or jointly with any person, firm or corporation.
 22. Copies of all records concerning any safe deposit box used or maintained by either party during the current year and since April 1, 2007, and all records of the contents of such box(es).
 23. All documents indicating any interest of any kind held by you in any and all corporations or any other entities not evidenced by certificates or other instruments, including but not limited to partnerships, limited partnerships and joint ventures since April 1, 2007.
 24. Copies of any and all records pertaining to stock options in any corporation or other entity, exercised or not yet exercised, which have been received by you since April 1, 2007.
 25. Copies of all financial statements, balance sheets, income statements, profit and loss statements, income tax returns, corporate books and records, minutes, by-laws, corporate resolutions authorizing the establishment of bank accounts, by-laws, certificates of incorporation, accounts payable and accounts receivable, ledgers, cash receipts and disbursement journals, stock books and stock transfer ledgers and any and all other documentation pertaining to any and all proprietorships, joint ventures, partnerships, realty investment trusts, corporations, pools, or other legal entities in which you hold a legal or equitable interest since April 1, 2007.
 26. Copies of all partnership, joint venture and stockholder agreements to which you are a party.
 27. Any Subchapter "S" Election Forms to which you are a party since April 1, 2007.
 28. Any employment agreements made by you in connection with your employment at any time since April 1, 2007.
 29. All contracts, bills, receipts, cancelled checks and any other documents relating to your payment of any obligation for attorney's fees and/or other professional fees in this case.
 30. Any appraisal reports received or prepared with regard to any real property in which any party presently has an interest or in which any corporation, partnership

- or trust has in which you have a thirty (30%) percent or greater interest presently has an interest.
31. All appraisal reports received or prepared with regard to any personal property or jewelry owned by any of the parties.
 32. All records in regard to any deferred income, deferred salary, and/or deferred commissions.
 33. All records in regard to any current outstanding obligations on which you are individually or jointly liable.
 34. All credit card statements and credit card charge slips showing charges made since April 1, 2007, including store credit cards.
 35. All documents which support or refute the amount of monthly expenses listed on the parties' respective Financial Affidavits.
 36. All cashier's checks, money orders, or certified checks in your name individually or jointly.
 37. All medical, dental and hospitalization policies currently in effect.
 38. Copies of estimated quarterly income tax statements since April 1, 2007.
 39. Personal property tax returns (tangible) since April 1, 2007.
 40. All records, inventories and particularly any appraisals of any collections, such as but not limited to coin collections, stamp collections, gem collections, antiques, baseball card collections, comic collections, gun collections or other similar collections.
 41. The most recent real estate tax notices indicating the assessed values for tax purposes of all real property that you own individually or jointly, or that is under your control.
 42. All records and documents relating to any disability pension or other income plan or any similar plan in which you are involved, including but not limited to a copy of the plan and trust documents, with all amendments, modifications and changes, a copy of the most recent account balances as of the last valuation date, all documents evidencing loans made to you from the plan, all documents reflecting any distributions made to you.
 43. All documents which reflect or explain deductions taken from your salary.
 44. All documents used in the preparation of your Financial Affidavit not otherwise listed above.
 45. All computer disks reflecting any of the foregoing information.
 46. All documentation regarding your agreement for legal services with your attorney.
 47. All telephone records including calls made and calls received from April 28, 2007 to date.
 48. All insurance policies for Respondent or Petitioner including any related documents concerning those policies including but limited to the applications.

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 50 2010 DR003810XXXXSB FY

LLOYD G. WICKBOLDT,

Plaintiff/Husband,

vs.

JULIE M. GONZALEZ,

Defendant/Wife.

ORDER GRANTING MOTION TO COMPEL DISCOVERY

THIS CAUSE having come on to be heard before this Court upon the Plaintiff's/Husband's Motion to Compel, pursuant to Local Rule and the Court being otherwise fully advised in the premises, it is hereupon:

ORDERED AND ADJUDGED that said Motion be and the same is hereby granted. The Defendant/Wife, JULIE M. GONZALEZ, shall have ten (10) days from the date of this Order within which to respond to the First Set of Interrogatories propounded upon her, fully comply with the Request to Produce and file her Mandatory Disclosure by delivery of said documents to the Plaintiff's/Husband's attorney.

DONE AND ORDERED in Chambers at Delray Beach, Palm Beach, Florida, this ____ day of _____, 2010.

SIGNED AND DATED

AUG 24 2010

JUDGE CHARLES E. BURTON

CHARLES E. BURTON, CIRCUIT JUDGE

Copies furnished:

ANDREW M. CHANSEN, ESQUIRE, 125 Crawford Boulevard, Boca Raton, FL 33432

Craig A. Boudreau, Esq., 420 South State Road 7, Suite 108, Wellington, FL 33414

000067

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 50 2010 DR003810XXXXSB FY

LLOYD G. WICKBOLDT,
Plaintiff/Husband,

vs.

JULIE M. GONZALEZ,
Defendant/Wife.

CLERK OF COURT
JULIE M. GONZALEZ
AUG 14 2010
CLERK OF COURT
PALM BEACH COUNTY

HUSBAND'S MOTION TO COMPEL DISCOVERY AND
MANDATORY DISCLOSURE

The Plaintiff/Husband, LLOYD G. WICKBOLDT, files this Ex-Parte Motion to Compel Discovery and Mandatory Disclosure, and as grounds therefore state:

1. On or about March 25, 2010, the Plaintiff/Husband filed his Petition for Dissolution of Marriage and Annulment.
2. On or about June 17, 2010 the Plaintiff/Husband filed Request for Production of Documents and Interrogatories to the Defendant/Wife. (the "Request").
3. To date the Defendant/Wife has not responded to the Request or filed any motions regarding to the

3380

requested discovery.

4. The Defendant/Wife has failed to allege or assert any privileges herein, and has further failed to file a Motion for Protective Order.
5. The undersigned counsel is desirous that the Court order the Defendant/Wife to provide her answers to the First Set of Interrogatories and Request to Produce, and Mandatory Disclosure within the next ten (10) days.
6. Unless otherwise limited by order of the court in accordance with these rules, the scope of discovery is as follows:
 - i. In General. Parties may obtain discovery regarding any matter, not privileged, that is relevant to the subject matter of the pending action, whether it relates to the claim or defense of the party seeking discovery or the claim or defense of any other party, including the existence, description, nature, custody, condition, and location of any books, documents, or other tangible things and the identity and location of persons having knowledge of any discoverable matter. It is not ground for objection that the information sought will be inadmissible at the trial if the information sought appears

reasonably calculated to lead to the discovery of admissible evidence (emphasis added).

ii. The concept of relevancy is broader in the discovery context than in the trial context. For instance, the test with respect to discovery is relevancy to the subject matter of the action rather than to the precise issues framed by the pleadings. The Rules of Civil Procedure provide that it is not ground for objection that the information sought will be inadmissible at the trial if such information sought reasonably appears calculated to lead to the discovery of admissible evidence. Conversely, documentation or information requested through discovery does not meet the standard of relevancy if it is neither relevant to the particular action nor calculated to lead to the discovery of admissible evidence. Sterling Casino Lines, L.P. v. Plowman-Render, 902 So. 2d 938 (Fla. 5TH DCA 2005); Adventist Health System/Sunbelt Health v. Judge, 739 So. 2d 695 (Fla. 5TH DCA 1999); Davich v. Norman Bros. Nissan, Inc., 739 So. 2d 138 (Fla. 5TH DCA 1999), Allstate Ins. Co. v. Langston, 655 So. 2d 91 (Fla. 1995), Fla. R. Civ. P. 1.280(b)(1).

iii. The Husband's Request goes to the issues raised in the pleadings and seeks information

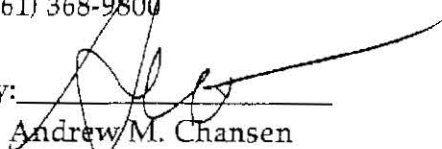
related to these to those issues and which fall within the scope of discovery set forth in Fla. R. Civ. P. 1.280(b).

7. Therefore, the Plaintiff/Husband, respectfully requests that the Court enter an Order compelling the Defendant/Wife, JULIE M. GONZALEZ, to furnish her answers to Interrogatories and Request to Produce and Mandatory Disclosure to the undersigned attorney within ten (10) days, and such other and further relief as this Court deems just and proper.

CERTIFICATION

I HEREBY CERTIFY that a copy of the foregoing has been delivered by (X) U.S. mail to Craig A. Boudreau, Esq., 420 South State Road 7, Suite 108, Wellington, FL 33414 this 23rd day of August 2010.

ANDREW M. CHANSEN, Esq.
Attorney for Husband
125 Crawford Boulevard
Boca Raton, FL 33432
(561) 368-9800

By: 
Andrew M. Chansen
Florida Bar No. 208876

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
FAMILY DIVISION
CASE NO. 50 2010 DR 003810 XXXX SB FY

IN RE: THE MARRIAGE OF
LLOYD G. WICKBOLDT,
Husband,
and

JULIE M. GONZALEZ,
Wife.

_____ /

2011 FEB -7 AM 8:37
SHARON R. JOHNSON, CLERK
PALM BEACH COUNTY
SOUTH PALM BEACH, FLORIDA

**WIFE'S RESPONSE TO HUSBAND'S MOTION
TO COMPEL REQUEST FOR PRODUCTION OF DOCUMENTS**

The wife, Julie M. Gonzalez, by and through the undersigned attorney, files this response to the Husband's Motion to Compel Request for Production of Documents, as follows:

1. In response to paragraph a, Wachovia account statements prior to 2007: This is a joint account that Wife no longer has access to as the Husband has had her removed from this account. Prior to April 2007 the parties were not married, therefore any statements prior to 2007 are in the sole custody and control of the Husband.

2. In response to paragraph b, Bank United CD *9686: Bank United CD statements were provided in Wife's Response to Request to Produce previously filed on 9/01/2010.

3. In response to paragraph c, Bank United checking account ending *7627 statements prior to 2/2010: This account was opened in January 2010 therefore no statements exist prior to this date. The following is provided:

Bank United statements for account ending *7627 dated January through September 2010 and November and December 2010.

4. In response to paragraph d, Bank United checking account ending *8244 statements "all but 2010-3, 200-12": This account was opened in 2010, the Wife has provided all statements in her custody and control and will sign a

release for the statements the Husband would like to obtain at his expense.

5. In response to paragraph e, Bank United checking account ending *3520, Rental Income Account statements "missing after [REDACTED], all of 2008, 2007, 2006-2,3,4,5,9,10,11,12": 2006 is outside of the scope of the discovery request as the parties were married in April 2007. The following is provided*:

Bank United statements for Rental Income Account ending *3520 dated 1/13/2007 thru 12/10/2007;

Bank United statements for Rental Income Account ending *3520 dated 12/11/2007 thru 12/15/2008;

Bank United statements for Rental Income Account ending *3520 dated 12/16/2008 thru 12/15/2009.

Bank United statements for Rental Income Account ending *3520 dated 1/11/2010 stating account is closed.

*These are *all* statements available to the Wife through Bank United. This account was closed in December 2009.

6. In response to paragraph f, AmTrust checking account ending *7132 "missing all but 2009-12, 2002-1,8 and [REDACTED]": The following is provided*:

AmTrust statements for checking account ending *7132 dated 1/18/2007 through 12/17/2007;

AmTrust statements for checking account ending *7132 dated 1/16/2008 through 12/15/2008;

AmTrust consolidated statements for checking account ending *7132 and savings account ending *6648 dated 1/19/2009 through 9/16/2009.

*These accounts were *closed* in 2009. Wife has attempted to obtain additional savings statements however AmTrust has advised that they no longer have the ability to obtain them. All statements in Wife's custody and control have previously been provided.

7. In response to paragraph g, AmTrust savings account ending *0311"missing all but 2009-12, 2002-1,8 and 2001-11, 1999-4,11": This account was rolled over into savings account ending *6648. See response to paragraph f above for more information regarding this closed account. All statements in Wife's custody and control have previously been provided.

8. In response to paragraph h, AmTrust savings account ending *6648"missing all but 2009-12": See response to paragraph f above for more information regarding this closed account. All statements in Wife's custody and control have previously been provided.

paragraph "i" does not exist as it was omitted from Husband's pleading

9. In response to paragraph j and k, AmTrust checking account ending *1942 and AmTrust savings account ending *7121 "missing prior to 2009-12 (December 2009)": This account was opened in 2010 therefore no statements prior to 2010 exist; this account ending *1942 and savings account ending *7121 are in replacement of checking ending *7132 and savings ending *6648 that were closed in 2009. The following is provided:

AmTrust consolidated statements for checking account ending *1942 and savings account ending *7121 dated 1/01/2010 through 12/01/2010.

paragraph "l" does not exist as it was omitted from Husband's pleading

10. In response to paragraph m, Washington Mutual *3814 "missing after 2006-7 until closed: This account became dormant and was closed by Chase Bank; the account has not been used since Washington Mutual changed hands and became Chase Bank. To the Wife's knowledge the remaining balance in the account when it became dormant was \$4.98.

11. In response to paragraph n, Bank of America checking account ending *4972 "missing 2010-4 and prior to 2010-1: This account was opened and closed by end of March 2010, therefore no statements exist prior to January 2010 and after March 2010.

12. In response to paragraph o, Smith Barney *8g16f1s "missing 2009-1, 9 and all of 2008 and 2007": Wife will provide a release for Husband to obtain these statements at his expense. Wife has provided all statements in her custody and control.

13. In response to paragraph p, Copies of all cancelled checks regarding all of the accounts: The following is provided*:

Cancelled checks for AmTrust account ending *7132 for the years of 2007, 2008 and 2009.

As to cancelled checks for all other accounts, these are not in the Wife's custody and control.

14. In response to paragraphs 1 through 11, Credit Cards: Wife will provide release for Husband to obtain all credit card statements at his expense. Wife has provided all statements in her custody and control.

15. In response to paragraph a-Other, "Tax returns 2009, 2007 and 2006: Wife has previously provided her 2009 Income Tax Return in response to Mandatory Disclosure filed on 9/01/2010 and her Response to Request to Produce filed on 9/01/2010. 2007 Income Tax Return is a *joint* return and in custody and control of the Husband. 2006 Income Tax Return has been requested and will be provided upon receipt.

16. In response to paragraph b-Other, "Safety Deposit Information": Information regarding Wife's safety deposit box information was provided in Wife's First Notice of Providing Supplemental Discovery filed on 10/21/2010.

17. In response to paragraph c-Other, "What is source of deposits into AmTrust #1942: This is not included in original discovery requests.

18. In response to paragraph d-Other, "Bank United CD for \$34,000.00 looks like an IRA CD is misclassified on her Financial Affidavit?": This was not mis-classified. As indicated on the Bank United CD statement provided, this is an IRA /CD account.

19. In response to paragraph e-Other, "Disposition of the \$96,000.00 on December 15, 2009 transfer out of account #7132": This is not included in original discovery requests.

20. In response to paragraph f-Other, "Cell phone records?" Wife is not in custody or control of cell phone records.

21. In response to paragraph g-Other, "Complete epass records?": Wife is not in custody or control of an e-pass or SunPass.


CASE NO. 50 2010 DR 003810 XXXX SB FY
Wickboldt v Gonzalez
Wife's Response to Husband's Motion
To Compel Request for Production of Documents

Certificate of Service

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished to Andrew M Chansen, Esq., 125 Crawford Boulevard, Boca Raton, FL 33432, by U.S. Mail this 3rd day of February, 2011.

CRAIG A. BOUDREAU

Attorney for Wife
420 South State Road 7
Suite 108
Wellington, Florida 33414
(561) 641-5722 phone
(561) 641-7675 fax



CRAIG BOUDREAU
FLA. BAR NO. 471437

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
FAMILY DIVISION
CASE NO. 50 2010 DR 003810 XXXX SB FY

IN RE:
LLOYD G. WICKBOLDT,
Husband,
and

JULIE M. GONZALEZ,
Wife.

2011 FEB 14 AM 8:36
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH - FILED

**WIFE'S MOTION TO COMPEL BETTER COMPLIANCE
WITH REQUEST TO PRODUCE**

The wife, Julie M. Gonzalez, by and through her undersigned attorney, moves this Court for an Order compelling the Husband, Lloyd G. Wickboldt, to produce the documents requested and states as follows:

1. The Wife served the Husband with a request for Production of documents on June 21, 2010.
2. The Husband's Response to Request to Produce was filed on September 17, 2010.
3. The Husband has failed to adequately respond to Wife's request to produce.
 - a. He has failed to adequately respond to paragraph number 4. Federal Income Tax Returns: The Husband responded "*Attached except for 2007 tax return with her accountant, 2009 not filed but 2009 W-2 attached*" however as joint filer, Husband is entitled to request a copy of his 2007 Income Tax Return from IRS. Although it has been 4 months since Husband's Response to Request to Produce he has yet to provide a copy of his 2009 Income Tax Return. Request to Produce specifically requests *4 years* of income tax returns

to be provided. The Husband's response was incomplete and inadequate.

- b. He has failed to adequately respond to paragraph number 9. Monies owed to You/Monies Owed by You: The Husband responded "*None other than Defendant*" however Husband did not produce any records in support. The Husband's response fails to identify the records that "correspond with the categories in the request." F.R.C.P. 1.350(b). The Husband's response was incomplete and inadequate.
- c. He has failed to adequately respond to paragraph number 12. Pension Plans: The Husband responded "*Just Morgan Stanley attached*" however no such document was provided. The Husband's response was incomplete and inadequate.
- d. He has failed to adequately respond to paragraph number 25. Disability Pension: The Husband responded "*Disability Coverage see above for income replacement*" However, no disability pension documents were provided. The Husband's response fails to identify the records that "correspond with the categories in the request." F.R.C.P. 1.350(b). The Husband's response was incomplete and inadequate.
- e. He has failed to adequately respond to paragraph number 29. Safe Deposit Box: The Husband responded "*Has a box at Wachovia but no records*". Husband has avoided his responsibility to respond to the Request to Produce under rule F.R.C.P. 1.350. The Husband has the ability, right and authority to obtain the requested documents. The nature of this case mandates financial disclosure. The Husband's response was incomplete and inadequate.
- f. He has failed to adequately respond to paragraph number 30. Gifts: The Husband responded "*Lauren daughter \$1,000.00 for law school; Melissa daughter and grandchildren \$3,000.00; Jennifer daughter \$2,000.00, church \$300*". Husband has avoided his responsibility to respond to the Request to Produce under rule F.R.C.P. 1.350 by not providing documents in response to this request. The nature of this case mandates financial disclosure. The Husband's response was incomplete and inadequate.

4. In the absence of this discovery, the production offered by the Husband is not meaningful in any sense.
5. As such, the Wife has no choice but to seek Court assistance to compel the Husband to provide the documents required.
6. A good faith effort prior to filing for a hearing on this motion will be made to resolve the issues and a hearing will be set only when an agreement to comply with the rule is not forthcoming.
7. The Husband has the ability, right, and authority to obtain the requested documents and as such has the ability to comply with the Wife's disclosure requests and willfully failed to do so. Therefore should be obligated to pay the Wife's attorney's fees and costs associated with this motion consistent to Rule 1.380 Florida Rules of Civil Procedure.

Wherefore, the Wife prays that this Court will grant the relief requested in this motion and any other relief deemed equitable and just.

CASE NO. 50 2010 DR 003810 XXXX SB FY
Wickboldt v Gonzalez
Motion to Compel Better Compliance with Request to Produce

Certificate of Service

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished to Andrew M Chansen Esq., 125 Crawford Blvd., Boca Raton FL 33432-3728, by U.S. Mail this 11th day of February, 2011.

CRAIG A. BOUDREAU

Attorney for Wife
420 South State Road 7
Suite 108
Wellington, Florida 33414
(561) 641-5722 phone
(561) 641-7675 fax



CRAIG BOUDREAU
FLA. BAR NO. 471437

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 50 2010 DR003810XXXXSB FY

In Re the Marriage of:

LLOYD G. WICKBOLDT,

Plaintiff, Husband,
vs.

JULIE M. GONZALEZ,

Defendant, Wife.

2011 MAR -2 PM 12:49
SHARON R. BROWN, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH #119 FR

PLAINTIFF 'S, LLOYD G. WICKBOLDT,
MOTION TO AMEND COMPLAINT/PETITION

Plaintiff, Husband, LLOYD G. WICKBOLDT, by and through undersigned counsel, moves this Court to grant the Movant to amend the original pleading in this cause as to the attached Amended Annulment, Amended Petition for Dissolution and Claim for Conversion, and as grounds therefore states:

1. The attached Amendment is the first amendment to this cause.
2. Additional facts have become know to the Plaintiff/Husband since the filing of the original.
3. The case is not set for trial.
4. The Defendant/Wife would not be prejudiced by the attached amendment.
5. Movant has not abused the privilege to amend, and this amendment will allow a hearing on the merits.

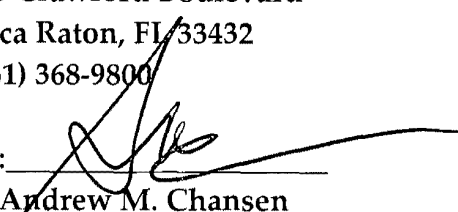
6. A trial court should grant leave to amend freely unless the amendment privilege has been abused. Blakeslee v. Morse Operations, Inc., 720 So.2d 1166 (Fla. 4th DCA, 1998); Dryden Waterproofing, Inc. v. Bogard, 488 So.2d 672 (Fla. 4th DCA, 1986); Affordable Homes, Inc. v. Devil's Run, Ltd., 408 So.2d 679 (Fla. 1st DCA 1982); Highlands County School Board v. K.D. Hedin Construction, Inc., 382 So.2d 90 (Fla. 2d DCA 1980); Willard v. Willingham, 374 So.2d 556 (Fla. 4th DCA, 1979).

WHEREFORE, Plaintiff/Husband, LLOYD G. WICKBOLDT, respectfully requests that this Court allow him to Amend his Complaint/Petition so that the attached document will serve as the movant's Amended Annulment, Amended Petition for Dissolution and Claim for Conversion.

CERTIFICATION

I HEREBY CERTIFY that a copy of the foregoing has been delivered by (X) U.S. mail to Craig A. Boudreau, Esq., 420 South State Road 7, Suite 108, Wellington, FL 33414 this 1st day of March 2011.

ANDREW M. CHANSEN, Esq.
Attorney for Husband
125 Crawford Boulevard
Boca Raton, FL 33432
(561) 368-9800

By: 
Andrew M. Chansen
Florida Bar No. 208876

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

Case No.:50 2010 DR 003810 XXXXSB
FY

IN RE: The Marriage of

LLOYD G. WICKBOLDT,

Plaintiff,

and

JULIE M. GONZALEZ

Defendant.

AMENDED ANNULMENT, AMENDED

PETITION FOR DISSOLUTION

AND CLAIM FOR CONVERSION

_____ /

The Plaintiff, LLOYD G. WICKBOLDT, by and through the undersigned attorney, files this Amended Complaint for Annulment, Amended Petition for Dissolution of Marriage and other relief and claim for Conversion and states as follows:

COUNT I
ANNULMENT

Plaintiff, LLOYD G. WICKBOLDT, sues the Defendant, JULIE M. GONZALEZ previously known as JULIE M. DELATORRE and other aliases, and alleges:

1. Plaintiff resides at 840 Virginia Garden Drive, Boynton Beach, Florida 33435.

2. Defendant resides upon information and belief at 17103 SW 39th Court, Miramar, Broward County, Florida or other unknown address.
3. Plaintiff and Defendant are over the age of 18.
4. On April 28, 2007, Plaintiff and Defendant were purportedly married in a ceremony performed in Boca Raton, Palm Beach County, Florida. However, there is no marriage license representing this purported marriage.
5. There were no children born of the fraudulent marriage and none are contemplated.
6. Defendant is not pregnant as of the date of this complaint.
7. Plaintiff seeks annulment of the purported marriage on the following grounds:
 8. The purported marriage was a sham and obtained by fraud because the Defendant was seeking to defraud the Plaintiff and take his property, assets and income. She lied about her age and her history to the Plaintiff; but for these lies and misrepresentations the Plaintiff would not have married the Defendant. The Plaintiff relied on the lies and misrepresentations of the Defendant in attending the purported marriage ceremony.
9. Should the marriage between Plaintiff and Defendant be held to be voidable rather than void, Plaintiff disaffirms the marriage.

10. As a result of the fraud of the Defendant, Plaintiff has been damaged. The Defendant has taken, diverted, removed and converted the Plaintiff's disability income, personal property and other assets for her own use and control.

Wherefore, plaintiff requests that:

- A. The purported marriage between Plaintiff and Defendant be declared null and void and a final judgment of annulment be entered.
- B. The Plaintiff be awarded damages.
- C. Remove the Defendant from the Plaintiff's rental property.
- D. Any other relief the court deems just and proper.

COUNT II
CONVERSION

Plaintiff, LLOYD G. WICKBOLDT, sues the Defendant, JULIE M.

GONZALEZ previously known as JULIE M. DELATORRE and other aliases for Conversion and states:

11. This is an action in which the amount in controversy exceeds \$15,000.00, exclusive of interest and costs.

12. On or about December 12, 2007 through December 2010, the Defendant, JULIE M. GONZALEZ, converted to her own use by negotiating the attached checks payable to the Plaintiff or signed by the Plaintiff and given to the Defendant to be

placed into the parties' joint checking account (Please see the demand letter and attachments as Exhibit A to this Compliant).

13. As a result of the Defendant's conversion of the Plaintiff's disability checks, the Plaintiff has suffered damages of \$241,245.00 plus legal interest.

Wherefore, Plaintiff, LLOYD G. WICKBOLDT, demands judgment for damages against the Defendant, JULIE M. GONZALEZ and any other relief this Court deems just and proper.

COUNT III
HUSBAND'S PETITION
FOR DISSOLUTION OF MARRIAGE AND OTHER RELIEF

This is an action for dissolution of the bonds of marriage between the Husband, LLOYD G. WICKBOLDT, and the Wife, JULIE M. GONZALEZ.

14 The Husband has been a resident of the State of Florida for more than six (6) months next before the filing of this petition.

15. The Husband and Wife were allegedly married to each other on April 28, 2007 in Boca Raton, Palm Beach County, Florida; there is no marriage license representing this purported marriage. The Wife by fraud submitted a certificate of marriage for July 7, 2007.

16 There has been no children born as a result of this marriage and none are contemplated.

17. The marriage, if there is a marriage, between the Parties is irretrievably broken.

18. The Husband is unemployed and is on disability income.

19. The Husband is in need of exclusive use and possession of the marital residence and at 840 Virginia Garden Drive, Boynton Beach, Florida 33435 and contents both now and in the future; the Wife has removed personal property without the permission of the Husband.

20. The Parties have acquired various property interests during the course of the marriage in which their respective interests are to be determined and declared by this Honorable Court.

21. The Husband requires lump sum alimony inasmuch as the equities between the parties dictate the same.

22. There has accrued during the marriage as a result of the disability of the Husband, rights and funds in the form of retirement, pension, profit sharing, annuity, deferred compensation, death benefits, stock options, or insurance programs which should be distributed pursuant to applicable Florida Statutes.

23. During the marriage, Wife has taken certain assets which belong to the parties jointly or took other marital income including sole income and property from the Husband, funds or assets and purchased other assets and caused the title to be placed in Wife's name solely or used the same to obtain assets which are now titled in

Wife's name solely. Said assets should be deemed to be presently held by Wife in trust for and for the benefit of Husband, and the court should award to Husband his full interest in said assets. Wife and at all times had the confidence of Husband, and Wife stood in a fiduciary capacity with Husband. If Wife is allowed to retain the entire interest in said assets, she would be unjustly enriched at the expense of Husband, which in equity and good conscience should not be permitted. Husband states that his interest in said property, if any, arose at the instant legal title vested and that he, through the above mentioned marital income, sole income, funds or assets, did pay part or all of the purchase price and/or bound himself by an absolute obligation to pay it. This specifically includes disability income that the Wife fraudulently deposited into her sole and separate accounts for her own benefit and use and contrary to the intent or consent of the Husband.

A. On or about December 12, 2007 through December 2010, the Defendant, JULIE M. GONZALEZ, converted to her own use by negotiating the attached checks payable to the Plaintiff or signed by the Plaintiff and given to the Defendant to be placed into the parties' joint checking account (Please see the demand letter and attachments as Exhibit A to this Compliant).

B. JULIE M. GONZALEZ, took money payable to LLOYD G. WICKBOLDT and placed over \$7,000.00 in her personal IRA account without the knowledge or consent

of LLOYD G. WICKBOLDT; no money was placed into LLOYD G. WICKBOLDT IRA account during the purported marriage between these parties.

C. JULIE M. GONZALEZ used LLOYD G. WICKBOLDT money to pay for the expenses of her real property in her own name owned prior to this purported marriage of approximately \$60,000.00 since 2007.

D. JULIE M. GONZALEZ took LLOYD G. WICKBOLDT money that was supposed to be used for the purchase of a new residence and for taxes for her own use. As a result, LLOYD G. WICKBOLDT does not have the funds to pay taxes and is incurring penalties and interest as a result.

24. The Wife has acquired certain properties from marital assets, and from property that is in the name of the Wife, for which the Husband claims a special equity.

25. The Wife refuses to return to the Husband his 2006 Lexus IS350, Sedan 4 Door automobile (Vin JTHBE262762005254) that was the Husband's sole and separate property prior to the marriage

26. The Wife is not in the military service of the United States of America or any other country.

27. The Wife is over the age of eighteen (18) years.

28. During the marriage, the parties have acquired numerous debts. The Husband seeks an Order setting forth his responsibility, and his Wife's responsibility in regard to said obligations.

29. The Husband claims a special equity in all his non-marital property and requests this Court to grant him all right, title and interest in this property.

30. The Husband's Family Law Financial Affidavit is attached to this Petition as Exhibit "B".

WHEREFORE, the Husband requests Judgment as follows:

A. Dissolution of Marriage and award Husband the relief sought herein;


B. Award Husband Lump Sum alimony or any other form of alimony to balance the equities of this case;

C. Grant Husband exclusive use and possession; and permanent ownership of the marital residence and its contents now and in the future as lump sum alimony or equitable distribution;

D. Grant equitable distribution of the assets and liabilities that each of the parties acquired during or as a result of this marriage, making use of all appropriate remedies, including, but not limited to, special equity, giving due regard to the applicable factors set forth in Florida Statutes and case law, including his equitable claims in the marital residence;

E. Award Husband his special equities in the property of the Parties including return of the monies and property secretly obtained by the Wife as part of her continuing fraud and misrepresentations to the Husband;

F. Any other relief the Court deems just and proper under the circumstances including but not limited to damages.



ANDREW M. CHANSEN, ESQUIRE
Attorney for Petitioner/Husband
125 Crawford Boulevard
Boca Raton, Florida, 33432
(561) 368-9800; (954) 426-0440
Florida Bar No. 208876

WICKBOLDT AMENDED PETITION DISSOLUTION 2011 9 3380



ANDREW M. CHANSEN

ATTORNEY-AT-LAW
125 CRAWFORD BLVD.
BOCA RATON, FL 33432

Telephone: 561.368.9800

Toll-Free: 888.686.9200

Facsimile: 561.368.5840

February 16, 2011

Craig A. Boudreau, Esq.
420 South State Road 7
Suite 108
Wellington, FL 33414

Re: Conversion-MassMutual Financial Group Checks payable to
Lloyd G. Wickboldt negotiated or taken by Julie Gonzalez

Dear Mr. Boudreau:

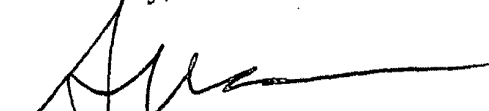
As you know, I represent Dr. Lloyd G. Wickboldt.

Julie Gonzalez negotiated the attached checks from MassMutual Financial Group by signing Dr. Wickboldt's name on the checks. The amount of these checks totaled \$230,677.25. Additionally, \$10,567.75 of checks signed by Mr. Wickboldt to be deposited into the parties' joint account were deposited by Julie Gonzalez in her individual account without Dr. Wickboldt's consent or knowledge.

Demand is hereby made for the return to Dr. Wickboldt of the money converted by Julie Gonzalez in the sum of \$241,245.00 forthwith.

PLEASE GOVERN YOURSELF ACCORDINGLY.

Cordially,



Andrew M. Chansen, Esquire

EXHIBIT A



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
12/05/2007



Amount of Check
7,750.75

0007275727

Bank of America, N.A.
Hartford CT

Invalid After 270 Days

51.244
116

Seven Thousand Seven Hundred Fifty Dollars and 75 Cents

Pay To The
Order Of

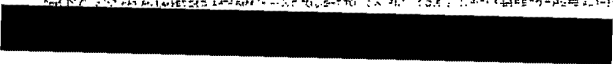
LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH

FL 33426

04467286

Michael Reem
President and CEO
Edward M. Kline
Treasurer

CK(002)(003)



Lloyd Wickboldt

Deposit only

ATM
DATE 11 2007
BR. 78 67

4714

Bank of America

013828534

EXHIBIT A

000093



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
12/31/2007



Amount of Check
7,750.75

Invalid After 210 Days

Bank of America, N.A.
Hartford CT

31-051
119

Seven Thousand Seven Hundred Fifty Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH

FL 33426

04467286

Edward M. Kline
President and CEO

Edward M. Kline
Treasurer

CK602(1005)

THIS CHECK MUST BE DEPOSITED WITHIN 60 DAYS OF THE DATE OF ISSUANCE TO BE CASHED. ALL CHECK SECURITY FEATURES MUST BE PRESENT.



6257



Wickboldt
Deposit
6257



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
01/28/2008



Amount of Check
7,750.75

Bank of America, N.A.
Hartford CT

0007312873

Invalid After 270 Days

31-444
119

Seven Thousand Seven Hundred Fifty Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLET
125 LANCASTER RD
BOYNTON BEACH

FL 33426

04467285

Michael Reen
President and CEO

Edward M. Kline
Treasurer

CK002(1003)



BE:071 11# 0027 02/02/2008
40 431359 TRM AMTS 7750.75
TRM Type: T1DDDeq



Michael Reen
Debit Only



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
02/28/2008



Amount of Check
7,750.75
Invalid After 270 Days

0007321186
Bank of America, N.A.
Hartford CT

31 MAR 179

Seven Thousand Seven Hundred Fifty Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLT
125 LANCASTER RD
BOYNTON BEACH

FL 33426

04467286

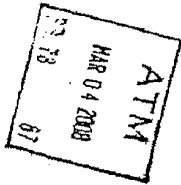
Shirley Reem
President and CEO
Edward M. Kline
Treasurer

CK0021005

THIS CHECK IS NOT VALID UNLESS IT IS SIGNED BY THE PERSON WHOSE NAME IS PRINTED ON THE FRONT OF THE CHECK



03714



J. Wickbolt
Deposit only

010001105



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
03/28/2008



0007329392

Amount of Check
\$ 8,750.88
Invalid After 270 Days

Bank of America, N.A.
Hartford CT

31-044
11V

Eight Thousand Seven Hundred Fifty Dollars and 80 Cents

Pay To The
Order Of

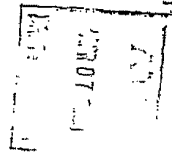
LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH

FL 33426

04467286

Shirley Allen
President and CEO
Edmond M. Kline
Treasurer

CK602(1005)



5261



Deposited
Shirley Allen
Edmond M. Kline
01-107535



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
05/06/2008



Amount of Check
8,750.75
Invalid After 270 Days

0007340540

Bank of America, N.A.
Hartford CT

Eight Thousand Seven Hundred Fifty Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLET
125 LANCASTER RD
BOYNTON BEACH

FL 33426

04467286

Michael Reen
President and CEO
Edward M. Kline
Treasurer

CK002(1/03)

THIS DOCUMENT HAS AN EMBEDDED WATERMARK (HOLD TO LIGHT TO VIEW) AND WORKS SECURITY PRINTS TO INSURE AUTHENTICITY BOTH FEATURES MUST BE PRESENT

5109

ATM
MAY 13 2008
BR. 78 67



5109
LLOYD G WICKBOLET
BOYNTON BEACH
FL 33426
DEPOSIT
C14247463



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
07/01/2008



0007355444

Bank of America, N.A.
Hartford CT

Amount of Check
10,568.75

Invalid After 270 Days

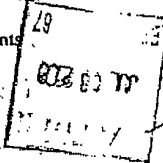
SI-044
119

Ten Thousand Five Hundred Sixty Eight Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH

FL 33426



Edward M. Kline
President and CEO

Edward M. Kline
Treasurer

CR001(1005)

THIS DOCUMENT HAS AN EMBEDDED WATERMARK (HOLD TO LIGHT TO VIEW) AND VISIBLE SECURITY FEATURES TO INSURE AUTHENTICITY. BOTH FEATURES MUST BE PRESENT.



DEPOSIT ONLY

Lloyd Wickboldt

01478678



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
08/01/2008



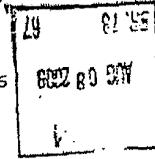
Amount of Check
10,568.75
Invalid After 270 Days

0007365831
Bank of America, N.A.
Hartford CT

Ten Thousand Five Hundred Sixty Eight Dollars and 75 Cents

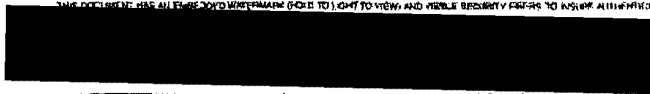
Pay To The Order Of
LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH
04467286

FL 33426



10568.75
Stuart Reen
President and CEO
Edward M. Kline
Treasurer

CK902(1005)



THIS DOCUMENT HAS AN EMBOSSED WATERMARK (GOE TO) ONY TO VIEW AND VERIFY SECURITY FEATURES TO INSURE AUTHENTICITY BOTH FEATURES MUST BE PRESENT



Deposited
10-7-11
Lloyd G Wickboldt
C14599456



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
08/28/2008



0007374665

Amount of Check
104568.75
Invalid After 270 Days

Bank of America, N.A.
Hartford CT

Ten Thousand Five Hundred Sixty Eight Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH

04467286

FL 33426

ATM
SEP 03 2008
BR. 78 67

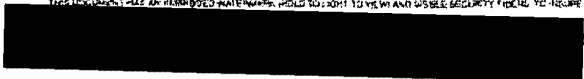
10568.75

Edward M. Kline
President and CEO

Edward M. Kline
Treasurer

CK002(1001)

THIS CHECKMENT MADE AN REINFORCED WATERMARK, HOLE TO LOOK TO VIEW AND VISIBL SECURITY FIBRE, TO REQUIRE AUTHENTY WITH BOTH FEATURES MUST BE PRESENT



Lloyd G Wickboldt
LLOYD G WICKBOLDT

C14707886



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001



0007387190

Bank of America, N.A.
Hartford CT

Do Not Cash Before
10/09/2008
ATM
OCT 09 2008
\$5.75

Amount of Check
\$10,568.75
Issued After 270 Days

51-044
118

Ten Thousand Five Hundred Sixty Eight Dollars and 75 Cents

Pay To The Order Of
LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH
04467286

FL 33426

Michael Allen
President and CEO

Tim H. Lichten
Treasurer

CK602(0008)

THIS DOCUMENT HAS AN UNREPRODUCIBLE WATERMARK HOLD TO LIGHT TO VIEW AND USE ALL SECURITY FEATURES TO VERIFY AUTHENTICITY. MORE FEATURES MUST BE PRESENT



DEPOSIT
ATM
C14843284
Tim H. Lichten



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
10/31/2008



Amount of Check
10,568.75
Invalid After 270 Days

0007399930

Bank of America, N.A.
Hartford CT

Ten Thousand Five Hundred Sixty Eight Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLETT
125 LANCASTER RD
BOYNTON BEACH

FL 33426

04467286



Shirley Reen
President and CEO

Paul H. Lichten
Treasurer

CR 012 (09/04)

THIS DOCUMENT HAS AN EMBEDDED WATERMARK. HOLD TO LIGHT TO VIEW AND PURSUE SECURITY MEASURES TO ASSURE AUTHENTICITY. BOTH FEATURES MUST BE PRESENT.



Lloyd Wickbolett
C14950880



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
11/26/2008



Amount of Check
10,568.75
Invalid After 270 Days

0007402770
Bank of America, N.A.
Hartford CT

31.044
119

Ten Thousand Five Hundred Sixty Eight Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLETT
125 LANCASTER RD
BOYNTON BEACH

FL 33426

04467286

Shirley Reem
President and CEO

Scott Lichen
Treasurer

CX001(10/04)

THIS DOCUMENT HAS AN INTEGRATED SECURITY FEATURE. TO VIEW AND VERIFY SECURITY FEATURES TO ASSURE AUTHENTICITY BOTH FEATURES MUST BE PRESENT



9003



Deposit
TULIE GONZALEZ



Shirley Reem
President and CEO

C15058177



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
12/24/2008



0007412705

Amount of Check
\$10,568.75
Invalid After 270 Days

Bank of America, N.A.
Hartford CT

\$1,814
119

Ten Thousand Five Hundred Sixty Eight Dollars and 75 Cents

Pay To The Order Of
LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH
04467286

FL 33426

Stuart P. Allen
President and CEO

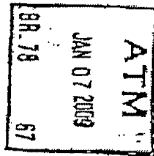
Paul W. Lichten
Treasurer

CRN01(0018)

THIS CHECK IS VOID UNLESS THE FOLLOWING WATERMARK IS ADDED TO LIGHT TO VIEW AND HELD TO LIGHT TO VIEW. TO INSURE AUTHENTICITY WITH FEATURES MUST BE PRESENT



12HS



DEPOSIT
Stacy M. Brucette

C15185527



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
01/29/2009



Amount of Check
\$10,568.75
Invalid After 270 Days

0007423321
Bank of America, N.A.
Hartford CT

31-044
119

Ten Thousand Five Hundred Sixty Eight Dollars and 75 Cents

ATM
FEB 03 2009
GA. 75 67

Pay To The
Order Of

LLOYD G WICKBOLETT
125 LANCASTER RD
BOYNTON BEACH

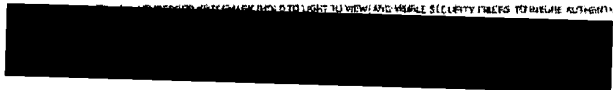
FL 33426

04467286

Michael Allen
Chairman and CEO

Paul H. Liska
Treasurer

CEK02(0100)



Signature
Deposit
Lloyd G Wickbollett

C15311920



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
03/02/2009



Amount of Check
10,568.75
Invalid After 70 Days

0007431117
Bank of America, N.A.
Hartford CT

SI-04
119

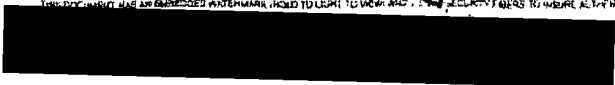
Ten Thousand Five Hundred Sixty Eight Dollars and 75 Cents

Pay To The Order Of
LLOYD G. WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH
04467286

ATM
APR 10 2009
DR. 78
67

Stuart Preen
Chairman and CEO
Paul E. Licker
Treasurer

CK802(0109)



THIS CHECK HAS AN EMBEDDED WATERMARK. HOLD TO LIGHT TO VIEW. SECURITY FIBERS TO INSURE AUTHENTICITY. SEE LIST OF DESIGNS ON REVERSE.

Deposit Account #
Stacy Wickboldt
(5234)



015426391



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
03/31/2009



0007439362

Bank of America, N.A.
Hartford CT

Amount of Check
\$10,566.85
Invalid After 770 Days

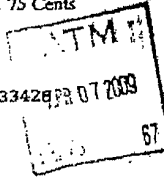
51-666
170

Ten Thousand Five Hundred Sixty Eight Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH
04467286

FL 33428 PR 072009



Lloyd G Wickboldt
Chairman and CEO

Paul H. Linden
Treasurer

CK002(0109)

THIS CHECK IS VALID ONLY IF THE MICR LINE AT THE BOTTOM OF THE CHECK IS NOT DAMAGED OR ALTERED. IF THE MICR LINE IS DAMAGED OR ALTERED, THE CHECK IS VOID.



Signature: *Lloyd G Wickboldt*
Signature: *Paul H Linden*
Text: Deposit only
Text: Wickboldt
Text: Linden
Text: C15556588



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
04/26/2009



0007447600

Amount of Check
10,568.75

Bank of America, N.A.
Hartford CT

Invalid After 270 Days

SI-04
TIS

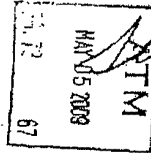
Ten Thousand Five Hundred Sixty Eight Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLET
125 LANCASTER RD
BOYNTON BEACH

FL 33426

04467286

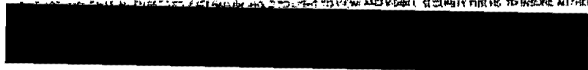


Michael Reen
Chairman and CEO

Scott H. Licken
Treasurer

10,568.75

CK002(0109)

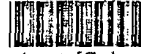


DEPOSIT
Lloyd Wickbolet
C15870100



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
06/02/2009



0007459298

Bank of America, N.A.
Hartford CT

Amount of Check
\$11,152.75
Issued After 270 Days

31-044
119

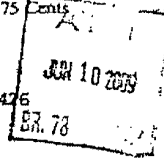
Eleven Thousand One Hundred Fifty Two Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH

04467286

PL 33476



Shawn Reen
Chairman and CEO

Scott A. Laska
Treasurer

CK002(01/09)



Joseph M. Wilson
DePOSIT ONLY
015797425



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-6001

Do Not Cash Before
07/31/2009



0007480640

Bank of America, N.A.
Hartford CT

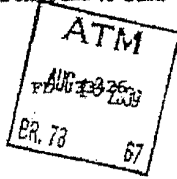
Amount of Check
\$11,152.75
Invalid After 270 Days

51.04
119

Eleven Thousand One Hundred Fifty Two Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH
04467286



Stuart Rieen
Chairman and CEO
Paul H. Tucker
Treasurer

00002(9/09)



STUART RIEEN
JUNE 6, 2009
Deposit Only
C18037688



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
08/31/2009



0007490453

Amount of Check
\$11,152.75
Invalid After 270 Days

Bank of America, N.A.
Hartford CT

SI-044
119

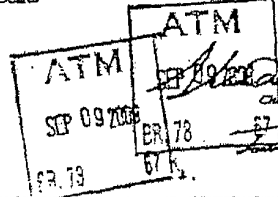
Eleven Thousand One Hundred Fifty Two Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH

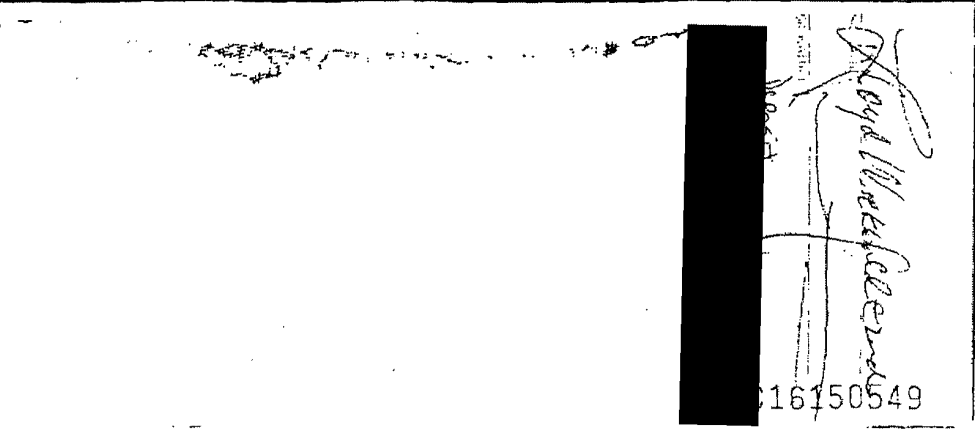
FL 33426

04467286



Lloyd G Wickboldt
Chairman and CEO
Scott H. Lichen
Treasurer

CE003(0100)





Massachusetts Mutual Life Insurance Company
Springfield MA 01111-6001

Do Not Cash Before
10/01/2009



0007501989

Bank of America, N.A.
Hartford CT

Amount of Check
\$11,152.75

Invalid After 270 Days

21-044
115

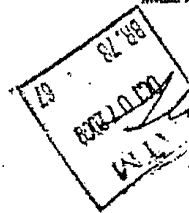
Eleven Thousand One Hundred Fifty Two Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH

FL 33426

04467286



Lloyd G Wickboldt
Chairman and CEO
W.L. Wickboldt
Treasurer

CR002(0109)

THIS DOCUMENT HAS AN EMBEDDED WATERMARK - HOLD TO LIGHT TO VIEW, AND VISIBLE SECURITY FEEDS TO INSURE AUTHENTICITY. BOTH FEATURES MUST BE PRESENT



Lloyd G Wickboldt

016273976



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001



0007512463

Bank of America, N.A.
Hartford CT

Do Not Cash Before
11/03/2009

Amount of Check

11,152.75

Invalid After 278 Days

SI-044
119

Eleven Thousand One Hundred Fifty Two Dollars and 75 Cents

ATM
NOV 16 2009
CR. 75 67

Pay To The
Order Of

LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH

FL 33426

04467286

Mark Allen
Chairman and CEO

Paul H. Linden
Treasurer

GE002(0109)

THIS DOCUMENT HAS AN EMITTED WITH INK HOLD TO LIGHT TO VIEW AND FEEL A SECURITY PEBBLE TO INSURE AUTHENTICITY BOTH FEATURES MUST BE PRESENT



STATION
LINES

Lloyd G Wickboldt

016400173



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
12/01/2009



0007520446

Bank of America, N.A.
Hartford CT

Amount of Check
\$11,432.75
Invalid After 270 Days

Eleven Thousand One Hundred Fifty Two Dollars and 75 Cents

DEC 14 2009
FL 33426
67

Pay To The Order Of
LLOYD G WICKBOLET
125 LANCASTER RD
BOYNTON BEACH
04457286

Michael Reen
Chairman and CEO
Paul H. Cohen
Treasurer

CK002(07/09)



Handwritten notes:
Lloyd Wickbolet
Five Son Baked
Deposit only

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA

Case No.: _____

Division: _____

IN RE: The Marriage of
LLOYD G. WICKBOLDT,
Petitioner/Husband,
and
JULIE M. GONZALEZ
Respondent/Wife.

_____ /

FAMILY LAW FINANCIAL AFFIDAVIT
(\$50,000 or more Individual Gross Annual Income)

I, LLOYD G. WICKBOLDT, being sworn, certify that the following information is true:

SECTION I. INCOME

1. Date of Birth: JANUARY 8, 1952.
2. My occupation is: Disabled Physician
3. I am currently

[all that apply]

a. Unemployed

Describe your efforts to find employment, how soon you expect to be employed, and the pay you expect to receive: disabled

_____ b. Employed by: _____

Address: _____

City, State, Zip code: _____

Telephone Number: _____

Pay rate: \$ _____ () every week () every other week () twice a month

() monthly () other: _____

If you are expecting to become unemployed or change jobs soon, describe the change you expect and why and how it will affect your income: _____

Check here if you currently have more than one job. List the information above for the second job(s) on a separate sheet and attach it to this affidavit.

_____ c. Retired. Date of retirement: _____

Employer from whom retired: _____

Address: _____

City, State, Zip code: _____ Telephone Number: _____

LAST YEAR'S GROSS INCOME:	Your Income	Other Party's Income (<i>if known</i>)
YEAR 2008	\$ 140,000	\$ unknown

PRESENT MONTHLY GROSS INCOME:

All amounts must be MONTHLY. See the instructions with this form to figure out money amounts for anything that is NOT paid monthly. Attach more paper, if needed. Items included under "other" should be listed separately with separate dollar amounts.

1. Monthly gross salary or wages 1. \$ _____
2. Monthly bonuses, commissions, allowances, overtime, tips, and similar payments 2. _____
3. Monthly business income from sources such as self-employment, partnerships, close corporations, and/or independent contracts (Gross receipts minus ordinary and necessary expenses required to produce income.)
(Attach sheet itemizing such income and expenses.) 3. _____
4. Monthly disability benefits/SSI 4. 11,666
5. Monthly Workers' Compensation 5. _____
6. Monthly Unemployment Compensation 6. _____
7. Monthly pension, retirement, or annuity payments 7. _____
8. Monthly Social Security benefits 8. _____
9. Monthly alimony actually received
9a. From this case: \$ _____
9b. From other case(s): _____ Add 9a and 9b 9. _____
10. Monthly interest and dividends 10. _____
11. Monthly rental income (gross receipts minus ordinary and necessary expenses required to produce income) (Attach sheet itemizing such income and expense items.) 11. _____
12. Monthly income from royalties, trusts, or estates 12. _____
13. Monthly reimbursed expenses and in-kind payments to the extent that they reduce personal living expenses (Attach sheet itemizing each item and amount.) 13. _____
14. Monthly gains derived from dealing in property (not including nonrecurring gains) 14. _____
- Any other income of a recurring nature (identify source)
15. Lincoln Financial _____ 15. 2,552
16. UNUM _____ 16. 6,800

17. PRESENT MONTHLY GROSS INCOME (Add lines 1-16) TOTAL: 17. \$21,018

PRESENT MONTHLY DEDUCTIONS:

All amounts must be MONTHLY. See the instructions with this form to figure out money amounts for anything that is NOT paid monthly.

- 18. Monthly federal, state, and local income tax (corrected for filing status and allowable dependents and income tax liabilities)
 - a. Filing Status Married 18. \$1,890.00
 - b. Number of dependents claimed 3 19. _____
- 19. Monthly FICA or selfemployment taxes 20. 1,126.00
- 20. Monthly Medicare payments 21. _____
- 21. Monthly mandatory union dues 22. _____
- 22. Monthly mandatory retirement payments
- 23. Monthly health insurance payments (including dental insurance), excluding portion paid for any minor children of this relationship 23. _____
- 24. Monthly court-ordered child support actually paid for children from another relationship 24. 1,255.00
- 25. Monthly court-ordered alimony actually paid
 - 25a. from this case: \$ _____
 - 25b. from other case(s): _____ Add 25a and 25b 25. _____
- 26. **TOTAL DEDUCTIONS ALLOWABLE UNDER SECTION 61.30, FLORIDA STATUTES** (Add lines 18 through 25) **TOTAL:** 26. \$ 4,271.00 _____
- 27. **PRESENT NET MONTHLY INCOME** (Subtract line 26 from line 17) 27. \$16,747

SECTION II. AVERAGE MONTHLY EXPENSES

Proposed/Estimated Expenses. If this is a dissolution of marriage case **and** your expenses as listed below do not reflect what you actually pay currently, you should write "estimate" next to each amount that is estimated.

HOUSEHOLD:

- 1. Monthly mortgage or rent payments 1. \$2,550.00
- 2. Monthly property taxes (if not included in mortgage) 2. _____
- 3. Monthly insurance on residence (if not included in mortgage) 3. _____
- 4. Monthly condominium maintenance fees and homeowner's association fees 4. _____
- 5. Monthly electricity 5. 275.00
- 6. Monthly water, garbage, and sewer 6. 75.00
- 7. Monthly telephone 7. 135.00
- 8. Monthly fuel oil or natural gas 8. _____
- 9. Monthly repairs and maintenance 9. 200.00
- 10. Monthly lawn care 10. _____
- 11. Monthly pool maintenance 11. _____
- 12. Monthly pest control 12. 15.00
- 13. Monthly misc. household 13. 100.00
- 14. Monthly food and home supplies 14. 600.00
- 15. Monthly meals outside home 15. 600.00
- 16. Monthly cable t.v. 16. 60.00
- 17. Monthly alarm service contract 17. _____
- 18. Monthly service contracts on appliances 18. _____
- 19. Monthly maid service 19. _____

Other:
 20. _____ 20. _____
 21. _____ 21. _____
 22. _____ 23. 22. _____
 _____ 23. _____
 24. _____ 24. _____

25. **SUBTOTAL (add lines 1 through 24)** 25. **\$ 4,610**

AUTOMOBILE:

26. Monthly gasoline and oil 26. \$300.00
 27. Monthly repairs 27. 100.00
 28. Monthly auto tags and emission testing 28. _____
 29. Monthly insurance 29. 125.00
 30. Monthly payments (lease or financing) 30. 631.00
 31. Monthly rental/replacements 31. _____
 32. Monthly alternative transportation (bus, rail, car pool, etc.) 32. _____
 33. Monthly tolls and parking 33. 50.00
 34. Other: _____ 34. _____

35. **SUBTOTAL (add lines 26 through 34)** 35. **\$1,206**

MONTHLY EXPENSES FOR CHILDREN COMMON TO BOTH PARTIES:

36. Monthly nursery, babysitting, or day care 36. \$ n/a
 37. Monthly school tuition 37. _____
 38. Monthly school supplies, books, and fees 38. _____
 39. Monthly after school activities 39. _____
 40. Monthly lunch money 40. _____
 41. Monthly private lessons or tutoring 41. _____
 42. Monthly allowances 42. _____
 43. Monthly clothing and uniforms 43. _____
 44. Monthly entertainment (movies, parties, etc.) 44. _____
 45. Monthly health insurance 45. _____
 46. Monthly medical, dental, prescriptions (nonreimbursed only) 46. _____
 47. Monthly psychiatric/psychological/counselor 47. _____
 48. Monthly orthodontic 48. _____
 49. Monthly vitamins 49. _____
 50. Monthly beauty parlor/barber shop 50. _____
 51. Monthly nonprescription medication 51. _____
 52. Monthly cosmetics, toiletries, and sundries 52. _____
 53. Monthly gifts from child(ren) to others (other children, relatives, teachers, etc.) 53. _____
 54. Monthly camp or summer activities 54. _____
 55. Monthly clubs (Boy/Girl Scouts, etc) 55. _____
 56. Monthly access expenses (for nonresidential parent) 56. _____
 57. Monthly miscellaneous 57. _____

58. SUBTOTAL (add lines 36 through 57) 58. \$6,225.00

MONTHLY EXPENSES FOR CHILD(REN) FROM ANOTHER RELATIONSHIP: (other than court-ordered child support)

59. Medical, dental, and misc. 59. \$300.00
60. _____ 60. _____
61. _____ 61. _____
62. _____ 62. _____

63. SUBTOTAL (add lines 59 through 62) 63. \$300.00

MONTHLY INSURANCE:

64. Health insurance, excluding portion paid for any minor child(ren) of this relationship 64. \$330.00
65. Life insurance 65. _____
66. Dental insurance 66. _____
Other:
67. _____ 67. _____
68. _____ 68. _____

69. SUBTOTAL (add lines 64 through 68) 69. \$330.00

OTHER MONTHLY EXPENSES NOT LISTED ABOVE:

90. SUBTOTAL (add lines 70 through 89) 90. \$12,671

MONTHLY PAYMENTS TO CREDITORS: (only when payments are currently made by you on outstanding balances)

NAME OF CREDITOR(s):

91. Onyx Acceptance Corp for Lexus 2006 IS 300 91. \$631.84
92. _____ 93. _____
93. _____ 93. _____
94. _____ 94. _____
95. _____ 95. _____
96. _____ 96. _____
97. _____ 97. _____
98. _____ 98. _____
99. _____ 99. _____
100. _____ 100. _____
101. _____ 101. _____
102. _____ 102. _____
103. _____ 103. _____

104. SUBTOTAL (add lines 91 through 103) 631.84

105. **TOTAL MONTHLY EXPENSES:**
 (add lines 25, 35, 58, 63, 69, 90, and 104 of Section II, Expenses) 105. \$

SUMMARY

106. **TOTAL PRESENT MONTHLY NET INCOME**
 (from line 27 of SECTION I. INCOME) **106. \$16,747**

107. **TOTAL MONTHLY EXPENSES** (from line 105 above) **107. \$12,671**

108. **SURPLUS** (If line 106 is more than line 107, subtract line 107 from line 106. This is the amount of your surplus. Enter that amount here.) **108. \$4,076**

109. **(DEFICIT)** (If line 107 is more than line 106, subtract line 106 from line 107. This is the amount of your deficit. Enter that amount here.) **109. (\$_____)**

SECTION III. ASSETS AND LIABILITIES

A. ASSETS (This is where you list what you OWN.)

INSTRUCTIONS:

STEP 1: In column A, list a description of each separate item owned by you (and/or your spouse, if this is a petition for dissolution of marriage). Blank spaces are provided if you need to list more than one of an item.

STEP 2: If this is a petition for dissolution of marriage, check the box in Column A next to any item that you are requesting the judge award to you.

STEP 3: In column B, write what you believe to be the current fair market value of all items listed.

STEP 4: Use column C only if this is a petition for dissolution of marriage and you believe an item is "nonmarital," meaning it belongs to only one of you and should not be divided. You should indicate to whom you believe the item belongs. (Typically, you will only use Column C if property was owned by one spouse before the marriage. See the "General Information for Self-Represented Litigants" found at the beginning of these forms and section 61.075(1), Florida Statutes, for definitions of "marital" and "nonmarital" assets and liabilities.)

A ASSETS: DESCRIPTION OF ITEM(S) √ the box next to any asset(s) which you are requesting the judge award to you.	B Current Fair Market Value	C Nonmarital (√ correct column)	
		husband	wife
<input type="checkbox"/> Cash (on hand)	\$ 2000		
<input type="checkbox"/> Cash (in banks or credit unions)			
<input type="checkbox"/>			
<input type="checkbox"/> Stocks/Bonds			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/> Notes (money owed to you in writing)			
<input type="checkbox"/>			
<input type="checkbox"/>			

A ASSETS: DESCRIPTION OF ITEM(S) √ the box next to any asset(s) which you are requesting the judge award to you.	B Current Fair Market Value	C Nonmarital (√ correct column)	
		husband	wife
<input type="checkbox"/> Money owed to you (not evidenced by a note)			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/> Real estate: (Home)Leased			
<input type="checkbox"/> (Other)			
<input type="checkbox"/> Personal Property taken by Wife	24,000		
<input type="checkbox"/> Personal Property at residence	5,000		
<input type="checkbox"/> Personal Property-non-marital	15,000		
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/> Business interests			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/> Automobiles			
<input type="checkbox"/> 2004 Toyota Husband non-marital	5,000		
<input type="checkbox"/> 2006 Lexus Husband non-marital	27,000		
<input type="checkbox"/>			
<input type="checkbox"/> Boats			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/> Other vehicles			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/> Retirement plans (Profit Sharing, Pension, IRA, 401(k)s, etc.)	700		
<input type="checkbox"/>			
<input type="checkbox"/> Wife's retirement	unknown		
<input type="checkbox"/>			
<input type="checkbox"/> Furniture & furnishings in home above			
<input type="checkbox"/>			
<input type="checkbox"/> Furniture & furnishings elsewhere above			
<input type="checkbox"/>			

A ASSETS: DESCRIPTION OF ITEM(S) ✓ the box next to any asset(s) which you are requesting the judge award to you.	B Current Fair Market Value	C Nonmarital (✓ correct column)	
		husband	wife
<input type="checkbox"/> Collectibles			
<input type="checkbox"/>			
<input type="checkbox"/> Jewelry			
<input type="checkbox"/>			
<input type="checkbox"/> Life insurance (cash surrender value)			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/> Sporting and entertainment (T.V., stereo, etc.) equipment			
<input type="checkbox"/>			
<input type="checkbox"/> Approx cash/assets other personal property above taken by Wife	180,000		
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/> Other assets			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
Total Assets (add column B)	\$ unknown		

B. LIABILITIES/DEBTS (This is where you list what you OWE.)

INSTRUCTIONS:

STEP 1: In column A, list a description of each separate debt owed by you (and/or your spouse, if this is a petition for dissolution of marriage). Blank spaces are provided if you need to list more than one of an item.

STEP 2: If this is a petition for dissolution of marriage, check the box in Column A next to any debt(s) for which you believe you should be responsible.

STEP 3: In column B, write what you believe to be the current amount owed for all items listed.

STEP 4: Use column C only if this is a petition for dissolution of marriage and you believe an item is "nonmarital," meaning the debt belongs to only one of you and should not be divided. You should indicate to whom you believe the debt belongs. (Typically, you will only use Column C if the debt was owed by one spouse before the marriage. See the "General Information for Self-Represented Litigants" found at the beginning of these forms and section 61.075(1), Florida Statutes, for definitions of "marital" and "nonmarital" assets and liabilities.)

A LIABILITIES: DESCRIPTION OF ITEM(S) √ the box next to any debt(s) for which you believe you should be responsible.	B Current Amount Owed	C Nonmarital (√ correct column)	
		husband	wife
<input type="checkbox"/> Mortgages on real estate: (Home)	\$		
<input type="checkbox"/> (Other)			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/> Charge/credit card accounts			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/> Auto loan Lexus	9,000		
<input type="checkbox"/> Auto loan			
<input type="checkbox"/> Bank/Credit Union loans			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/> Money you owe (not evidenced by a note)			
<input type="checkbox"/>			
<input type="checkbox"/> Judgments			
<input type="checkbox"/>			
<input type="checkbox"/> Other: IRS	2,785		
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
Total Debts (add column B)	\$ 9,000		

C. NET WORTH (excluding contingent assets and liabilities)

Total Assets (enter total of Column B in Asset Table; Section A) \$ unknown
Total Liabilities (enter total of Column B in Liabilities Table; Section B) \$unknown

TOTAL NET WORTH (Total Assets minus Total Liabilities)
(excluding contingent assets and liabilities) **Sunknown**

D. CONTINGENT ASSETS AND LIABILITIES

INSTRUCTIONS:

If you have any **POSSIBLE** assets (income potential, accrued vacation or sick leave, bonus, inheritance, etc.) or **POSSIBLE** liabilities (possible lawsuits, future unpaid taxes, contingent tax liabilities, debts assumed by another), you must list them here.

A Contingent Assets √the box next to any contingent asset(s) which you are requesting the judge award to you.	B Possible Value	C Nonmarital (√ correct column)	
		husband	wife
<input type="checkbox"/>	\$		
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
Total Contingent Assets	\$		

A Contingent Liabilities √the box next to any contingent debt(s) for which you believe you should be responsible.	B Possible Amount Owed	C Nonmarital (√ correct column)	
		husband	wife
<input type="checkbox"/>	\$		
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
Total Contingent Liabilities	\$		

E. Has there been any agreement between you and the other party that one of you will take responsibility for a debt and will hold the other party harmless from that debt? () yes () no

If yes, explain: _____

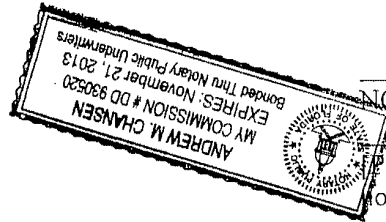
I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated:

Lloyd G Wickboldt
Signature of Party
Printed Name: _____
Address: _____
City, State, Zip: _____
Telephone Number: _____
Fax Number: _____

STATE OF FLORIDA
COUNTY OF *Palm Beach*

Sworn to or affirmed and signed before me on *3-23-2010* by *Lloyd G. Wickboldt*



NOTARY PUBLIC or DEPUTY CLERK

Print, type, or stamp commissioned name of notary or deputy clerk.]

- Personally known
- Produced identification
- Type of identification produced *Fl. Driver License*

IF A NONLAWYER HELPED YOU FILL OUT THIS FORM, HE/SHE MUST FILL IN THE BLANKS BELOW: [*x* fill in all blanks]

I, {full legal name and trade name of nonlawyer} _____,
a nonlawyer, located at {street} _____, {city} _____,
{state} _____, {phone} _____, helped {name} _____,
who is the [one only] ___ petitioner or ___ respondent, fill out this form.

C:\WINWORD\dismarr\2007 financial affidavit0 FINANCIAL GOOD Blank Form 2007.doc



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
12/05/2007



Amount of Check
7,750.75

Bank of America, N.A.
Hartford CT

0007295727

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51.000
1%

Seven Thousand Seven Hundred Fifty Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH

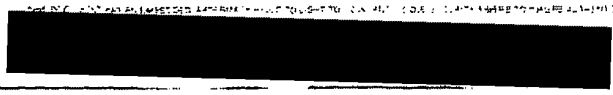
FL 33426

04467286

Michael Reem
President and CEO

Edward M. Kline
Treasurer

CN002(1003)



Wickboldt

Deposited by

4714

Wickboldt

ATM
DEC 11 2007
BR 78
67

013820034



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
12/31/2007



Amount of Check
7,750.75
Invalid After 210 Days

0007303987
Bank of America, N.A.
Hartford CT

31-044
119

Seven Thousand Seven Hundred Fifty Dollars and 75 Cents

Pay To The
Order Of

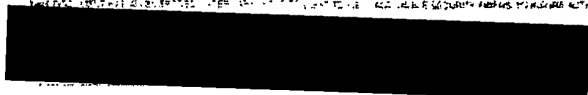
LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH

PL 33426

04467285

Shirley Allen
President and CEO
Edward M. Kline
Treasurer

CE062(1005)



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JAN 07 2008
SR 78
67

6257



Deposit Only
Wickboldt
013750 31



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
01/28/2008



Amount of Check
7,750.75

0007312873
Bank of America, N.A.
Hartford CT

Invalid After 270 Days

51-444
119

Seven Thousand Seven Hundred Fifty Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLET
125 LANCASTER RD
BOYNTON BEACH

FL 33426

04467286

Michael Reen
President and CEO

Edward M. Kline
Treasurer

CK002(1000)



BR:071 III 0027 02/02/2008
40 031359 Tran Amt \$ 7750.75
Tran Type: TRDDep



Michael Reen
Dr. Wickbolet



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
02/28/2008



Amount of Check

7,750.75

Invalid After 220 Days

0007321186

Bank of America, N.A.
Hartford CT

51-012
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Seven Thousand Seven Hundred Fifty Dollars and 75 Cents

Pay To The
Order Of

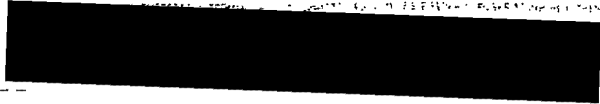
LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH

FL 33426

044672B6

Edward M. Kline
President and CEO
Edward M. Kline
Treasurer

CK002(005)



0374



L. Wickboldt
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Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

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0007329392

Amount of Check
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Invalid After 270 Days

Bank of America, N.A.
Hartford CT

31-044
119

Eight Thousand Seven Hundred Fifty Dollars and 80 Cents

Pay To The
Order Of

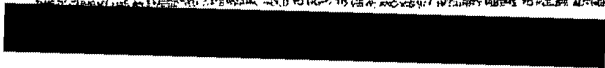
LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH

FL 33426

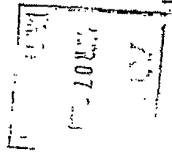
04467286

Shirley Allen
President and CEO
Edward M. Kline
Treasurer

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THIS CHECK IS THE PROPERTY OF MASS MUTUAL LIFE INSURANCE COMPANY. IT IS NOT TO BE CASHED OR NEGOTIATED IN ANY MANNER. TO CASH OR NEGOTIATE THIS CHECK, BOTH PARTIES MUST BE PRESENT.



DEPOSIT

Shirley Allen

014107505



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-2001

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05/06/2008



Amount of Check
\$8,750.75
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Bank of America, N.A.
Hartford CT

31-84
10

Eight Thousand Seven Hundred Fifty Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLEDT
125 LANCASTER RD
BOYRTON BEACH

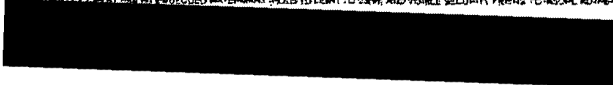
FL 33426

04467286

Michael Allen
President and CEO
Edward M. Kline
Treasurer

CK002(1003)

THIS DOCUMENT HAS AN EMBEDDED WATERMARK. HOLD TO LIGHT TO VIEW, AND VISIBLE SECURITY FEATURES TO INSURE AUTHENTICITY. BOTH FEATURES MUST BE PRESENT.



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8H.78
67



Lloyd G Wickboldt
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MAY 13 2008
DEPOSIT

C1-247463



Massachusetts Mutual Life Insurance Company
Springfield, MA 01111-0001

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07/01/2008



Amount of Check
10,568.75
Invalid After 270 Days

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Bank of America, N.A.
Hartford, CT

SI-AM
119

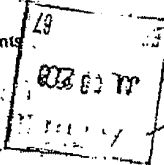
Ten Thousand Five Hundred Sixty Eight Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH

FL 33426

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Shirley Reen
President and CEO

Edward M. Kline
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THIS DOCUMENT HAS AN ENGRAVED WATERMARK (HOLD TO LIGHT TO VIEW) AND VERILE SECURITY (ARMS) TO INSURE AUTHENTICITY BOTH FEATURES MUST BE PRESENT



Shirley Reen
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01478678



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

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08/01/2008



Amount of Check
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Invalid After 270 Days

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Bank of America, N.A.
Hartford CT

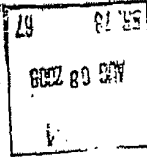
Ten Thousand Five Hundred Sixty Eight Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH

FL 33426

04467286



10568.75
Edward M. Kline
President and CEO
Edward M. Kline
Treasurer

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Lloyd G Wickboldt
DEPOSIT
NOV 7 11
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Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
08/28/2008



Amount of Check
10568.75
Invalid After 270 Days

0007374685
Bank of America, N.A.
Hartford CT

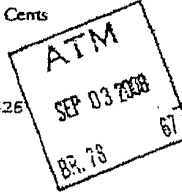
Ten Thousand Five Hundred Sixty Eight Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH

FL 33426

04467286



10568.75

Michael Reem
President and CEO

Edward M. Kline
Treasurer

CK(002)(003)

THIS DOCUMENT HAS AN REINFORCED WATERMARK, HOLD TO LIGHT TO VIEW AND USABLE SECURITY FEATURES TO INSURE AUTHENTICITY. BOTH FEATURES MUST BE PRESENT.



Signature
Lloyd G Wickboldt
LLOYD G WICKBOLDT
014707886



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001



0007387190

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10/24/2008
ATM
OCT 09 2008
88.75

Amount of Check
10,568.75
Invalid After 270 Days

Bank of America, N.A.
Hartford CT
51-044
179

Ten Thousand Five Hundred Sixty Eight Dollars and 75 Cents

Pay To The Order Of
LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH
04467286

FL 33426

Mark Allen
President and CEO

Paul H. Lisker
Treasurer

CR002(0008)

THIS ENDORSEMENT HAS AN UNREPRODUCIBLE WATERMARK WHICH HOLDS THE LIGHT TO VIEW AND WHICH IS A SECURITY FEATURE TO ASSURE AUTHENTICITY COPY-FRAUDERS MUST BE PREVENTED



deposit
Lloyd G Wickboldt
125 Lancaster Rd
Boynton Beach, FL 33426
014843284



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
10/31/2008



Amount of Check
10,568.75
Invalid After 270 Days

0007393930
Bank of America, N.A.
Hartford CT

Ten Thousand Five Hundred Sixty Eight Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH

FL 33426

04467296



Shirley Allen
President and CEO
Paul H. Lockman
Treasurer

CK602(6/08)

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Lloyd G Wickboldt

014950880



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
11/26/2008



Amount of Check
10,568.75
Invalid After 270 Days

0007402770
Bank of America, N.A.
Hartford CT

31-041
119

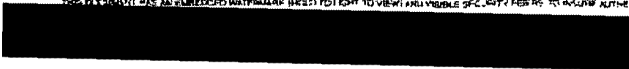
Ten Thousand Five Hundred Sixty Eight Dollars and 75 Cents

Pay To The Order Of
LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH FL 33426
04467286

Shirley Green
President and CEO
Scott L. Laska
Treasurer

CK602(0608)

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Shirley Green

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Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
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Amount of Check
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Bank of America, N.A.
Hartford CT

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Ten Thousand Five Hundred Sixty Eight Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH
04467286

FL 33426

Shirley R. Green
President and CEO

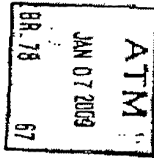
Paul H. Lichten
Treasurer

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Lloyd G Wickboldt

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Massachusetts Mutual Life Insurance Company
Springfield MA 01111-6001

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Ten Thousand Five Hundred Sixty Eight Dollars and 75 Cents

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Order Of

LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH

FL 33426

04467286

Michael Reem
Chairman and CEO

Paul H. Liska
Treasurer

CF002(6/00)

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Michael Reem
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Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

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LLOYD G WICKBOLDT
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Stuart Rosen
Chairman and CEO
Paul H. Lichten
Treasurer

CK902(0109)

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Lloyd Wickboldt
DEPOSIT ACCOUNT #
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Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
03/31/2009



Amount of Check
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Issued After 770 Days

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Pay To The
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LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH

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Mark Allen
Chairman and CEO

Paul H. Liska
Treasurer

CK002(0109)



STATIONERS
LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH
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Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

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Invalid After 270 Days

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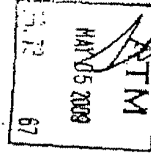
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Pay To The
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LLOYD G WICKBOLDT
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Edward Reen
Chairman and CEO
Paul H. Linden
Treasurer

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CK002(0109)



Lloyd G Wickboldt
Lloyd G Wickboldt
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Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

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Amount of Check
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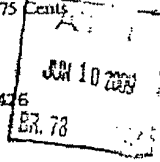
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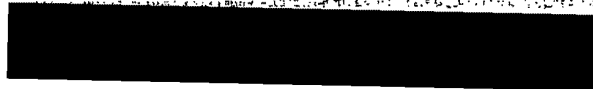
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Stuart Reen
Chairman and CEO

Paul H. Liska
Treasurer

CK002(0109)



Joseph W. Wagoner
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Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

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Amount of Check
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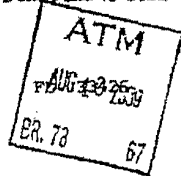
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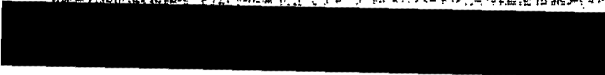
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LLOYD G WICKBOLDT
125 LANCASTER RD
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Mark Reem
Chairman and CEO
Paul H. Lecker
Treasurer

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Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

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Eleven Thousand One Hundred Fifty Two Dollars and 75 Cents

Pay To The Order Of
LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH

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Lloyd G Wickboldt
Chairman and CEO
Treasurer
CK002(0109)

THIS DOCUMENT HAS AN EMBEDDED WATERMARK (HOLD TO LIGHT TO VIEW) AND MICROPRINTED SECURITY FIGURES TO INSURE AUTHENTICITY. BOTH FEATURES MUST BE PRESENT.



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Lloyd G Wickboldt





Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

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Amount of Check
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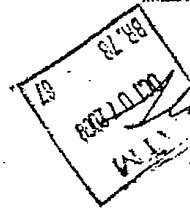
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Pay To The
Order Of

LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH

FL 33426

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Lloyd G Wickboldt
Chairman and CEO

John H. Loken
Treasurer

CE002(0109)

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Lloyd G Wickboldt
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Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001



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Eleven Thousand One Hundred Fifty Two Dollars and 75 Cents

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Pay To The
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LLOYD G WICKBOLDT
125 LANCASTER RD
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Lloyd G Wickboldt
Chairman and CEO

Paul H. Lischer
Treasurer

CK002(0109)



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Lloyd G Wickboldt



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

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Eleven Thousand One Hundred Fifty Two Dollars and 75 Cents

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LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH

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Michael Reen
Chairman and CEO

Scott Laska
Treasurer

CK062 (07/07)

THIS DOCUMENT HAS AN EMBEDDED WATERMARK (HOLD TO LIGHT TO VIEW) AND VISIBLE SECURITY MARKS TO INSURE AUTHENTICITY. BOTH FEATURES MUST BE PRESENT



Handwritten notes:
Lloyd Wickboldt
125 Lancaster Rd
Boynton Beach
FL 33426
04467286
Deposit Only

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
FAMILY DIVISION
CASE NO. 50 2010 DR 003810 XXXX SB FY

IN RE:

LLOYD G. WICKBOLDT,
Husband,

and

JULIE M. GONZALEZ,
Wife.

_____ /

2011 MAR -2 PM 12:14
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH - FILED

MOTION TO COMPEL ATTENDANCE AT MEDIATION

Wife, Julie M. Gonzalez, by and through the undersigned attorney, files this Motion to Compel Mediation and states as follows:

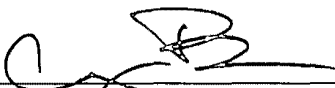
1. The office of the undersigned has attempted to schedule mediation with opposing counsel.
2. The office of counsel for the husband has been telephoned and sent faxes regarding the scheduling of mediation. The last attempt was made on Wednesday, February 17, 2011 giving counsel for the Husband dates of availability for a pre-seleted mediator. The office of the undersigned received a fax from counsel for the Husband indicating that he would not agree to mediate at this time.
3. To date, no mediation has been scheduled. Without the scheduling of mediation, the Wife can not go forward with obtaining a date for a hearing on temporary relief pursuant to local administrative rules.

4. Wife has incurred additional attorney's fees to enforce compliance with mediation.

WHEREFORE, Wife respectfully requests that this honorable Court:


- A. Grant an award of attorney's fees to Wife, and
- B. Order Husband to schedule mediation instantter.

Respectfully submitted,

By: 
Craig A. Boudreau
Florida Bar No. 471437
420 South State Road 7
Suite 108
Wellington, Florida 33414
Tel. (561) 641-5722
Fax (561) 641-7675
Attorney for Wife

CERTIFICATE OF SERVICE

I certify that a copy of this document was mailed and faxed to the person listed below on Andrew M. Chansen, Esq., 125 Crawford Boulevard, Boca Raton, Florida 33432 by U.S. Mail Delivery, this 28th day of February, 2011.


Craig A. Boudreau
Attorney for Wife

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
FAMILY DIVISION
CASE NO. 50 2010 DR 003810 XXXX SB FY

IN RE: THE MARRIAGE OF
LLOYD G. WICKBOLDT,
Husband,

and

JULIE M. GONZALEZ,
Wife.

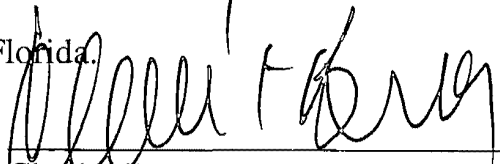
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2011 MAR -9 AM 11:46
JESSICA R. BUCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

ORDER ON WIFE'S MOTION COMPELLING MEDIATION

THIS CAUSE came before the court upon the Wife's Motion to Compel Mediation. The Wife is represented by Craig Boudreau. The Husband is represented by Andrew Chansen. After hearing argument of counsel and being otherwise fully advised in the premises, it is,

ORDERED AND ADJUDGED that Wife's Motion to Compel Mediation is GRANTED; The Husband shall schedule mediation within five days of the wife filing her motion - for temporary relief.

DONE AND ORDERED in open court this 9 day of March, 2011, at Delray Beach, Palm Beach County, Florida.


Charles E. Burton
Circuit Judge

Copies furnished:

Craig A. Boudreau, Esq.
420 South State Road 7
Suite 108
Wellington, Florida 33414

Andrew M Chansen Esq
125 Crawford Blvd
Boca Raton FL 33432-3728

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 50 2010 DR003810XXXXSB FY

In Re the Marriage of:

LLOYD G. WICKBOLDT,

Plaintiff, Husband,
vs.

JULIE M. GONZALEZ,

Defendant, Wife.

FILED
2011 MAR -9 AM 11:46
JANU R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

ORDER REGARDING PLAINTIFF, HUSBAND'S MOTION TO AMEND
COMPLAINT/PETITION TO AMEND COMPLAINT/PETITION

THIS CAUSE having come on to be heard before the Court on the Plaintiff,
Husband's Motion to Amend Complaint/Petition, and the Court being otherwise advised
in the Premises, it is hereupon:

ORDERED AND ADJUDGED that said Plaintiff, Husband's Motion to Amend
Complaint/Petition, is hereby granted: The Plaintiff, Husband's Motion to
Amend Complaint/Petition, as attached to the Motion is deemed filed as of the
date of this order; Defendant Wife shall answer same within 20 days.

BONE AND ORDERED in Chambers at Delray Beach, Palm Beach County, Florida,
this 9 day of March 2011.


CHARLES E. BURTON, CIRCUIT JUDGE

Copies furnished:
ANDREW M. CHANSEN, ESQUIRE, 125 Crawford Boulevard, Boca Raton, FL 33432
Craig A. Boudreau, Esq., 420 South State Road 7, Suite 108, Wellington, FL 33414

CASE NO. 50 2010 DR003810XXXXSB FY

000154

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA

Case No.: 502010DR003810XXXXSB

Division: FY

IN RE THE MARRIAGE OF:

LLOYD G. WICKBOLDT,
Husband,

and

JULIE M. GONZALEZ,
Wife.

2011 MAR 21 AM 8:55
SHARON R. SIOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH, FLDN

**WIFE'S ANSWER TO HUSBAND'S AMENDED ANNULMENT,
AMENDED PETITION FOR DISSOLUTION AND
CLAIM FOR CONVERSION**

The wife, Julie M. Gonzalez, by and through her undersigned attorney, files this her Answer to Husband's Amended Annulment, Amended Petition for Dissolution and Claim for Conversion and states:

1. Count I - The Wife is without knowledge as to the allegations contained in paragraph 1.
2. The Wife admits the allegations of paragraph 4 that the parties were married in a ceremony performed in Boca Raton, Florida on April 28, 2007. The remaining allegations are denied.
3. The Wife admits the allegations contained in paragraph 3 and 6.
4. The Wife admits the allegations that there were no children born of the marriage in paragraph 5. The Wife denies that the marriage was

fraudulent.

5. The Wife denies the allegations contained in paragraphs 2, 7, 8, 9 and 10.
6. Count II - The Wife denies the allegations contained in paragraphs 11, 12, and 13.
7. Count III - The Wife admits the allegations of paragraph 14, 16, 17, 26, and 27.
8. The Wife admits the allegations of paragraph 15 that the parties were married to each other on April 28, 2007. The remaining allegations are denied.
9. The Wife is without knowledge as to the allegations of paragraph 18.
10. The Wife denies the allegations contained in paragraphs 19, 20, 21, 22, 23, 23A, 23B, 23C, 23D, 24, 25, 28, 29 and 30.

FIRST AFFIRMATIVE DEFENSE

11. Failure to state a cause of action. The Husband fails to state a cause of action.

WHEREFORE, the Wife has fully answered Husband's Amended Annulment, Amended Petition for Dissolution and Claim for Conversion and will continue to prosecute her Counterpetition for Dissolution of Marriage and Other Relief and any other claims previously filed in this matter.

CERTIFICATE OF SERVICE

I certify that a copy of this document was delivered by U.S. Mail to the person listed below on March 16, 2011:

Andrew Michael Chansen, Esq.
125 Crawford Boulevard
Boca Raton, Florida 33432-3728

Respectfully submitted,

By:  _____

Craig A. Boudreau
Florida Bar No. 471437
420 South State Road 7
Suite 108
Wellington, Florida 33414
Tel. (561) 641-5722
Fax (561) 641-7675
Attorney for Respondent/
Counterpetitioner

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA

Case No.: 502010 DR 003810

XXXXSB

Division: FY

IN RE THE MARRIAGE OF:

LLOYD G. WICKBOLDT,
Husband,

and

JULIE M. GONZALEZ,
Wife.

2011 MAR 21 AM 8:55
SHARON R. FUCHS, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH FILED

MOTION FOR TEMPORARY RELIEF

Respondent and Wife, JULIE M. GONZALEZ, by and through the undersigned attorney, files this Motion for Temporary Relief and states as follows:

Motor Vehicle

1. The 2006 Lexus IS350 Sedan is jointly owned or leased by the parties, and Wife needs the use of the 2006 Lexus IS350 Sedan. Husband has other means of transportation.

Spousal Support

2. Husband has the present ability to earn money and to contribute to the support of Wife. Wife is without sufficient funds with which to support herself without such assistance, and therefore requests that Husband be ordered to pay spousal support during the pendency of this proceeding.

Injunction

3. Wife requests that this Court enter an order to enjoin Husband from the following, without consent of Wife or order of this Court:

(a) Dissipating, disposing, encumbering, withdrawing, selling, transferring, concealing, destroying or permitting the dissipation, disposal, encumbrance, withdrawal, sale, transfer, concealment or destruction of the assets of any party, including but not limited to real property, stocks, bonds, cash, contents of any safe deposit box, or any tangible personal property or intangible personal property.

(b) Making withdrawals from or liquidating any account with a financial institution, including but not limited to checking, savings or money market accounts, and certificate of deposits, except as authorized by this Court.

(c) Incurring any debt, except as authorized by this Court.

(d) Withdrawing from, liquidating, borrowing against, or reducing any employee benefit plan (such as retirement, profit-sharing, pension, or other similar plan), any individual retirement account or Keogh account, or any life insurance policy relating to the parties, or changing or altering the beneficiary designation of any such employee-benefit plan, account or life insurance policy.

(e) Cancelling, altering, allowing to lapse, or otherwise affecting the coverage of any insurance policies that insure the health of the parties or any property of the parties.

(f) Signing or endorsing the other party's name on any negotiable instrument (such as a tax refund, insurance payment, and dividends payment), or attempting to negotiate any such negotiable instrument payable to the parties or to Wife.

(g) Terminating or limiting credit or charge cards in the name of the parties or Wife.

(h) Opening or diverting mail addressed to Wife.

(i) Destroying or altering any records of any kind of the parties or Wife, including but not limited to financial records, computer files, e-mail or other electronic data.

Attorney's Fees and Costs

4. Wife has incurred attorney's fees in order to bring this motion before the court and has agreed to pay the undersigned a reasonable attorney's fee therefor. Wife is unable to pay such fees, whereas Husband is able to do so.

WHEREFORE, Respondent and Wife, JULIE M. GONZALEZ, respectfully requests that this Honorable Court:

A. Award Wife the temporary exclusive use and possession of the 2006 Lexus IS350 Sedan and Order the Husband to sign all documents necessary for the Wife to obtain a license tag and insurance.

B. Award Wife temporary spousal support.

C. Restrain and enjoin Husband from the following, without written agreement of Wife or order of Court:

(1) Dissipating, disposing, encumbering, withdrawing, selling, transferring, concealing, destroying or permitting the dissipation, disposal, encumbrance, withdrawal, sale, transfer, concealment or destruction of the assets of any party, including but not limited to real property, stocks, bonds, cash, contents of any safe deposit box, or any tangible personal property or intangible personal property.

(2) Making withdrawals from or liquidating any account with a financial institution, including but not limited to checking, savings or money market accounts, and certificate of deposits, except as authorized by this Court.

(3) Incurring any debt.

(4) Withdrawing from, liquidating, borrowing against, or reducing any employee benefit plan (such as retirement, profit-sharing, pension, or other similar plan), any individual retirement account or Keogh account, or any life insurance policy relating to the parties, or changing or altering the beneficiary designation of any such employee-benefit plan, account or life insurance policy.

(5) Cancelling, altering, allowing to lapse, or otherwise affecting the coverage of any insurance policies that insure the health of the parties or any property of the parties.

(6) Signing or endorsing the other party's name on any negotiable instrument (such as a tax refund, insurance payment, and dividends payment), or attempting to negotiate any such negotiable instrument payable to the

parties or to Wife.

(7) Terminating or limiting credit or charge cards in the name of the parties or Wife.

(8) Opening or diverting mail addressed to Wife.

(9) Destroying or altering any records of any kind of the parties or Wife, including but not limited to financial records, computer files, e-mail or other electronic data.

D. Waive posting of any bond as per Florida Rules of Civil Procedure.

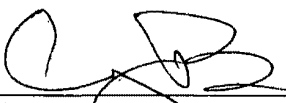
E. Require Husband to contribute to Wife's attorney's fees and related legal expenses and costs.

CERTIFICATE OF SERVICE

I certify that a copy of this document was delivered by U.S. Mail to the person listed below on March 16, 2011.

Andrew Michael Chansen, Esq.
Attorney for Husband
125 Crawford Boulevard
Boca Raton, Florida 33432-3728

Respectfully submitted,

By: 
Craig A. Boudreau
Florida Bar No. 471437
420 South State Road 7
Suite 108
Wellington, Florida 33414
Tel. (561) 641-5722
Fax (561) 641-7675
E-Mail: mailbox@boudreaulaw.com
Attorney for Wife

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA

Case No.: 502010 DR 003810

XXXXSB

Division: FY

IN RE THE MARRIAGE OF:

LLOYD G. WICKBOLDT,

Husband,

and

JULIE M. GONZALEZ,

Wife.

FILED
2011 APR 18 PM 3:29
TAMARA E. LOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH COUNTY BRANCH

ORDER OF REFERRAL TO MEDIATION

UPON CONSIDERATION, the Court has determined that mediation may be helpful to resolve the pending issues. The Court hereby directs the parties to mediation. Attendance by both parties and counsel if any is mandatory. This Court shall have the power to impose sanctions on parties who fail to attend. Parties ordered to mediation may elect a private mediator or utilize the Court's mediation program. When utilizing a private mediator, payment shall be shared equally by the parties unless otherwise ordered by the court.

The court appoints and the parties shall meet with, Mediator Jonathan D. Wald, Esq. Mediation will take place at the Law Office of Craig A. Boudreau, Esq., 420 South State Road 7, Suite 108, Wellington, Florida 33414 on May 13,

2011, at 1:00 p.m.

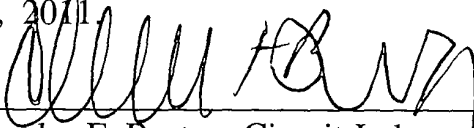
All discussions, representations and statements made during mediation shall be off the record and privileged. Nothing relating to mediation shall be admitted at hearing/trial. However, the mediator shall file a report with the court advising whether the parties attended mediation, and whether an agreement was reached.

The fee for utilizing Family Mediator, Jonathan Wald is \$200.00 per hour.

When appearing for the mediation session parties must bring a full financial affidavit AND proof of all income, along with pay check stubs, income tax return for the most recent year, W-2 forms or 1099 forms.

If interpreter services are required in order to participate in mediation, parties are required to bring to the mediation session a neutral adult who has the ability to translate.

If a settlement is reached, it shall be reduced to writing. It is the responsibility of the parties to ensure that a Court Order is entered ratifying the agreement.

DONE AND ORDERED at West Palm Beach, Palm Beach County, this
18 day of April, 2011


Charles E. Burton, Circuit Judge

Copies to:

Andrew M. Chansen, Esq., 125 Crawford Boulevard, Boca Raton, Florida 3342-3728

Craig A. Boudreau, Esq., 420 South State Road 7, Suite 108, Wellington, Florida 33414

Jonathan D. Wald, Esq., 2001 Palm Beach lakes Boulevard, Suite 502-F, West Palm Beach, FL 33409-6510

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA

Case No.: 502010 DR 003810

XXXXSB

Division: FY

IN RE THE MARRIAGE OF:

LLOYD G. WICKBOLDT,
Husband,

and

JULIE M. GONZALEZ,
Wife.

FILED
2011 APR 22 AM 10:22
JUDITH R. LOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

AMENDED ORDER OF REFERRAL TO MEDIATION

UPON CONSIDERATION, the Court has determined that mediation may be helpful to resolve the pending issues. The Court hereby directs the parties to mediation. Attendance by both parties and counsel if any is mandatory. This Court shall have the power to impose sanctions on parties who fail to attend. Parties ordered to mediation may elect a private mediator or utilize the Court's mediation program. When utilizing a private mediator, payment shall be shared equally by the parties unless otherwise ordered by the court.

The court appoints and the parties shall meet with, Mediator Jonathan D. Wald, Esq. Mediation will take place at the Law Office of Jonathan Wald, Esq., 2001 Palm Beach Lakes Boulevard, Suite 502F, West Palm Beach, Florida 33409

on May 26, 2011, at 1:00 p.m.

All discussions, representations and statements made during mediation shall be off the record and privileged. Nothing relating to mediation shall be admitted at hearing/trial. However, the mediator shall file a report with the court advising whether the parties attended mediation, and whether an agreement was reached.

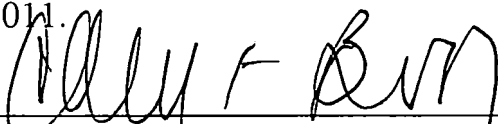
The fee for utilizing Family Mediator, Jonathan Wald is \$200.00 per hour.

When appearing for the mediation session parties must bring a full financial affidavit AND proof of all income, along with pay check stubs, income tax return for the most recent year, W-2 forms or 1099 forms.

If interpreter services are required in order to participate in mediation, parties are required to bring to the mediation session a neutral adult who has the ability to translate.

If a settlement is reached, it shall be reduced to writing. It is the responsibility of the parties to ensure that a Court Order is entered ratifying the agreement.

DONE AND ORDERED at West Palm Beach, Palm Beach County, this
21 day of April, 2011.



Charles E. Burton, Circuit Judge

Copies to:

Andrew M. Chansen, Esq., 125 Crawford Boulevard, Boca Raton, Florida 3342-3728

Craig A. Boudreau, Esq., 420 South State Road 7, Suite 108, Wellington, Florida 33414

Jonathan D. Wald, Esq., 2001 Palm Beach lakes Boulevard, Suite 502-F, West Palm Beach, FL 33409-6510

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA

Case No.: 502010DR003810
XXXXSB
Division: FY

IN RE THE MARRIAGE OF:

LLOYD G. WICKBOLDT,
Husband,

and

JULIE M. GONZALEZ,
Wife

2011 APR 25 AM 8:43
SHARON R. BOON, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH, FIL FN

MOTION FOR PROTECTIVE ORDER

Movant/Wife, Julie M. Gonzalez, by and through the undersigned attorney, files this Motion for Protective Order in the above-styled cause and as grounds states as follows:

1. Husband has issued a subpoena to Amtrust Bank seeking a records custodian to appear and produce records. The Wife has been harassed repeatedly by the Husband and reasonably fears for her safety if he receives her residential address. She does not wish to disclose her residential address to the Husband. Otherwise, with the residential address redacted from any records, the bank records may be released.
2. Good cause exists for issuance of an order protecting Wife from disclosure of the information requested to avoid domestic violence
3. Wife has employed the undersigned attorney in this action and has agreed to pay reasonable attorney's fees and costs. Wife is financially unable to pay said attorney or the costs of this action, but Husband is well able to do so.

WHEREFORE, Movant/Wife respectfully requests this honorable Court to issue a protective order preventing Husband from discovery of the information described herein in whole or in part, or otherwise limiting the terms, conditions, method or scope of discovery of this information, and awarding reasonable attorney's fees and costs.

CERTIFICATE OF SERVICE

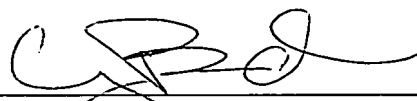
I certify that a copy of this document was delivered by email and by U.S. Mail to the persons listed below on April 19, 2011.

Andrew Michael Chansen, Esq.
Attorney for Husband
125 Crawford Boulevard
Boca Raton, Florida 33432-3728
Email: Chansenlaw@gmail.com

and

Kathy Kowler, Esq.
New York Community Bancorp, Inc.
One Jericho Plaza
Jericho, New York 11753
Email: Kathy.Kowler@mynycb.com

Respectfully submitted,

By: 

Craig A. Boudreau
Florida Bar No. 471437
420 South State Road 7
Suite 108
Wellington, Florida 33414
Tel. (561) 641-5722
Fax (561) 641-7675
E-Mail: mailbox@boudreaulaw.com
Attorney for Wife

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 50 2010 DR003810XXXXSB FY

In Re the Marriage of:

LLOYD G. WICKBOLDT,

Husband,

vs.

JULIE M. GONZALEZ,

Wife.

SHARON R. BOGGS, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH - FILED

2011 APR 28 PM 1:09

LLOYD G. WICKBOLDT'S, MOTION TO CONTINUE MEDIATION

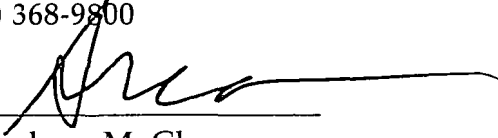
The Plaintiff, LLOYD G. WICKBOLDT, by and through his undersigned counsel, files the following Motion to Continue the Mediation currently set for May 26, 2011, and as grounds therefore states:

1. Mediation is currently set for May 26, 2011.
2. There is outstanding discovery due Lloyd Wickboldt including but not limited to the Amtrust Accounts for Julie M. Gonzalez that relates to the conversion count in Plaintiff Amended Complaint
3. Without the discovery the mediation would be worthless.
4. Therefore, the Lloyd Wickboldt requests this court to cancel the mediation to be reset after discovery.

CERTIFICATION

I HEREBY CERTIFY that a copy of the foregoing has been delivered by (X) U.S.
mail to Craig A. Boudreau, Esq., 420 South State Road 7, Suite 108, Wellington, FL 33414
this 27th day of April 2011.

ANDREW M. CHANSEN, Esq.
Attorney for Husband
125 Crawford Boulevard
Boca Raton, FL 33432
(561) 368-9800

By: 
Andrew M. Chansen
Florida Bar No. 208876

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 50 2010 DR003810XXXXSB FY

In Re the Marriage of:
LLOYD G. WICKBOLDT,

Plaintiff, Husband,

vs.

JULIE M. GONZALEZ,

Defendant, Wife.

SHARON R. DOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH - FILED
2011 MAY -2 AM 8:46

PLAINTIFF'S/HUSBAND'S, MOTION TO CONTINUE AND STRIKE HEARING SET
FOR MAY 10, 2011 UMC

The Plaintiff/Husband, LLOYD G. WICKBOLDT, by and through his undersigned counsel, files the following pursuant to Local Rules and Administrative Orders, and moves the Court for an order continuing and striking the hearing now set on the JULIE M. GONZALEZ, Motion to Compel and as grounds therefore states:

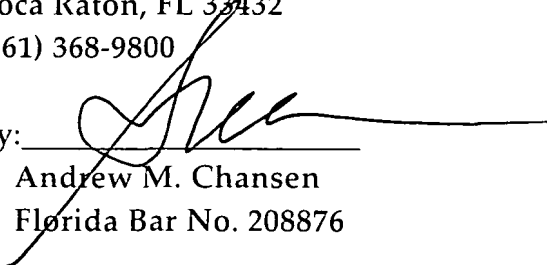
1. On or about April 19, 2011, the undersigned was sent a Notice of Hearing setting JULIE M. GONZALEZ, Motion to Compel for May 10, 2011 at 8:45 a.m. (copy attached).

2. The undersigned notified the Defendant's attorney that he was not available on May 10, 2011 and offered other dates for the hearing. The defendant's attorney has refused to reset the hearing for May 10, 2011.
3. The hearing for May 10, 2011 was set without prior consultation with the undersigned.
4. Due process requires fair treatment through the proper administration of justice where substantive rights are at issue as here. The Florida Constitution guarantees to every citizen the right to have that course of legal procedure which has been established in our judicial system for the protection and enforcement of private rights. It contemplates that the defendant shall be given fair notice and afforded a real opportunity to be heard and defend in an orderly procedure, before judgment is rendered against him. State ex rel. Gore v. Chillingworth, 126 Fla. 645, 657-58, 171 so. 649 (1936); Fuentes v. Shevin, 407 U.S. 67, 92 S.Ct. 1983 (1972)
5. Therefore, LLOYD G. WICKBOLDT request that this Court enter an order resetting the hearing now set and any other relief the Court deems just and proper.

CERTIFICATION

I HEREBY CERTIFY that a copy of the foregoing has been delivered by (X) U.S. mail
to Craig A. Boudreau, Esq., 420 South State Road 7, Suite 108, Wellington, FL 33414 this
29th day of April 2011.

ANDREW M. CHANSEN, Esq.
Attorney for Husband
125 Crawford Boulevard
Boca Raton, FL 33432
(561) 368-9800

By: 
Andrew M. Chansen
Florida Bar No. 208876

cc. Judge Burton

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA

Case No.: 50 2010 DR 003810 XXXX SB
Division: FY

IN RE THE MARRIAGE OF:
LLOYD G. WICKBOLDT,
Husband,

and

JULIE M. GONZALEZ,
Wife.

_____ /

NOTICE OF HEARING

PLEASE TAKE NOTICE that on Tuesday, May 10, 2011, at 8:45 a.m., or as soon thereafter as counsel can be heard, Wife's Wife's Motion to Compel Better Response To Request to Produce will be heard in the above referenced case, before the Honorable Charles E Burton, in Chambers at the South County Courthouse, 200 West Atlantic Avenue, Delray Beach, Florida.

PLEASE GOVERN YOURSELF ACCORDINGLY

CERTIFICATE OF SERVICE

I certify that a copy of this document was delivered by U.S. Mail and facsimile (561.368.5840) to the person listed below on April 19, 2011.

Andrew Michael Chansen, Esq.
Attorney for Husband
125 Crawford Boulevard
Boca Raton, Florida 33432-3728

Respectfully submitted,

By:  _____

Craig A. Boudreau
Florida Bar No. 471437
420 South State Road 7
Suite 108
Wellington, Florida 33414
Tel. (561) 641-5722
Fax (561) 641-7675
E-Mail: mailbox@boudreaulaw.com
Attorney for Wife

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 50 2010 DR003810XXXXSB

In Re the Marriage of:

LLOYD G. WICKBOLDT,

Plaintiff, Husband,
vs.

JULIE M. GONZALEZ,

Defendant, Wife.

FILED
2011 MAY 18 AM 10:51
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

ORDER ON LLOYD WICKBOLDT'S MOTION TO CONTINUE MEDIATION

This cause came on to be heard on May 18, 2011 on LLOYD WICKBOLDT'S MOTION TO CONTINUE MEDIATION, and the Court having heard argument of counsel and being otherwise advised in the premises, it is:

ORDERED AND ADJUDGED THAT:

LLOYD WICKBOLDT'S MOTION TO CONTINUE MEDIATION is hereby

~~granted~~ denied

As Moot

DONE AND ORDERED in Chambers at, Delray, Palm Beach County, Florida,
this 18 day of May 2011.


CHARLES E. BURTON, CIRCUIT JUDGE

Copies furnished:
ANDREW M. CHANSEN, ESQUIRE, 125 Crawford Boulevard, Boca Raton, FL 33432
Craig A. Boudreau, Esq., 420 South State Road 7, Suite 108, Wellington, FL 33414

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 50 2010 DR003810XXXXSB FY

In Re the Marriage of:

LLOYD G. WICKBOLDT,

Plaintiff, Husband,
vs.

JULIE M. GONZALEZ,

Defendant, Wife.

FILED
2011 MAY 18 AM 10:51
JAMON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

ORDER ON JULIE M. GONZALEZ'S MOTION FOR PROTECTIVE ORDER

This cause came on to be heard on May 18, 2011 on JULIE M. GONZALEZ, MOTION FOR PROTECTIVE ORDER, and the Court having heard argument of counsel and being otherwise advised in the premises, it is:

ORDERED AND ADJUDGED THAT:

JULIE M. GONZALEZ'S MOTION FOR PROTECTIVE ORDER is hereby

~~granted/denied~~

Motion withdrawn by Gonzalez

DONE AND ORDERED in Chambers at, Delray, Palm Beach County, Florida,
this 18 day of May 2011.


CHARLES E. BURTON, CIRCUIT JUDGE

Copies furnished:
ANDREW M. CHANSEN, ESQUIRE, 125 Crawford Boulevard, Boca Raton, FL 33432
Craig A. Boudreau, Esq., 420 South State Road 7, Suite 108, Wellington, FL 33414

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA

Case No.: 50 2010 DR 003810 XXXX SB
Division: FY

IN RE THE MARRIAGE OF:
LLOYD G. WICKBOLDT,
Husband,

and

JULIE M. GONZALEZ,
Wife.

FILED
MAY 18 AM 10:51
R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH - FILED


**ORDER ON WIFE'S MOTION TO COMPEL BETTER RESPONSE TO
REQUEST TO PRODUCE**

THIS MATTER is before the Court on the Wife's Motion to Compel Response to Request to Produce. The Wife is represented by Craig A. Boudreau and the Husband is represented by Andrew Michael Chansen. After hearing argument of counsel and being fully advised in the premises, it is,

ORDERED AND ADJUDGED that said motion is GRANTED/~~DENIED~~, and

Husband will file an amended response

DONE AND ORDERED at West Palm Beach, Palm Beach County, Florida ,
this 18 day of May, 2011.



Charles E. Burton
Circuit Judge

Copies furnished:

Craig A. Boudreau, Esq.
420 South State Road 7
Suite 108
Wellington, Florida 33414

Andrew Michael Chansen, Esq.
125 Crawford Boulevard
Boca Raton, Florida 33432-3728

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE MARRIAGE OF:

CASE NO.: 50-2010-DR-003810-XXXX-SB-FY
FAMILY DIVISION: FY

LLOYD G. WICKBOLDT,

Petitioner/Husband,

and

JULIE M. GONZALEZ,

Respondent/Husband.

2011 MAY 31 AM 8:50
SHARON H. ... CLERK
PALM BEACH COUNTY, FL
SOUTH CIVIL DIVISION-FILED

MEDIATION CONFERENCE REPORT

Mediation not held

only petitioner appeared

only respondent appeared

neither party appeared

other (see comments)

Both parties attended mediation

an agreement has been reached

as to temporary issues

partial

full

Adjourned

Impasse

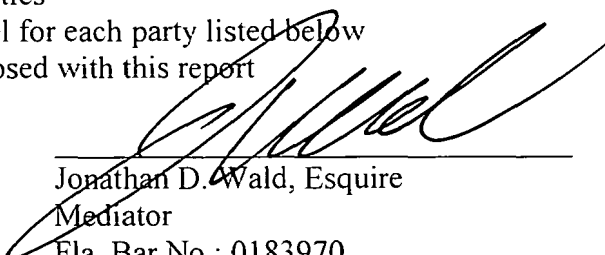
Original Stipulation/Agreement forwarded to Judge by Counsel

Copies previously provided to the parties

Copies previously provided to counsel for each party listed below

Copies to parties and/or counsel enclosed with this report

Date: 5/26/2011


Jonathan D. Wald, Esquire

Mediator

Fla. Bar No.: 0183970

Copies furnished to:

Andrew M. Chansen, Esq., 125 Crawford Boulevard, Boca Raton, FL 33432

Craig A. Boudreau, Esq., 420 South State Road 7, Suite 108, Wellington, FL 33414

000181

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
FAMILY DIVISION
CASE NO. 50 2010 DR 003810 XXXX SB FY

IN RE:
LLOYD G. WICKBOLDT,
Husband,
and
JULIE M. GONZALEZ,
Wife.

_____ /

2011 JUN 20 AM 11:43
SHARON R. BOON, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY TOWER-FILE

**MOTION FOR SANCTIONS, SUGGESTION OF CONTEMPT,
AND DEMAND FOR ATTORNEY'S FEES**

COMES NOW the wife, Julie M. Gonzalez, by and through her undersigned attorney, and moves this Honorable Court for sanctions against the husband, Lloyd G. Wickboldt, for his failure to obey this Court's "Order on Wife's Motion to Compel Better Response to Request to Produce," entered May 18, 2011, suggesting that Husband is in contempt of court, and demanding legal fees for seeking compliance, and in furtherance thereof states:

1. On June 21, 2010, the undersigned counsel served the Husband with a Request to Produce requiring the Husband to answer within 30 days pursuant to FRCP 1.340 and F.R.C.P. 1.350.
2. On September 17, 2010, the Husband provided his Response to Request to Produce.
3. On February 11, 2011 Wife served Husband with a Motion to Compel Better of Compliance with Request to Produce.
4. On May 18, 2011, this Court entered an order granting Wife's

motion to compel ordering the Husband to respond to the Motion to Compel Better Compliance with Request to Produce. F.R.C.P. 1.380 provides sanctions for a party's failure to make discovery. Those sanctions include the striking of pleadings, the entry of a default judgment against the disobedient party, and an order refusing to allow the disobedient party to support or oppose designated claims or defenses. In addition, F.R.C.P. 1.380 provides that instead of those sanctions or in addition to them, "the court shall require the party failing to obey the order to pay reasonable expenses caused by the failure, which may include attorney's fees, unless the Court finds that the failure was justified or the other circumstances made an award expenses unjust."

WHEREFORE, based on the foregoing the wife, Julie M. Gonzalez, respectfully requests this Honorable Court enter an order imposing sanctions including the striking of the Husband's pleadings, an order directing immediate payment of the Wife's attorney's fees in prosecuting this motion and the prior motion compelling discovery, and whatever relief the Court deems just and proper as a result of this motion and the suggestion of contempt.

Certificate of Service

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished to the person listed below by U. S. Mail, this 14th day of June, 2011.

Andrew M Chansen Esq
Attorney for Husband
125 Crawford Blvd
Boca Raton FL 33432-3728

CRAIG A. BOUDREAU
Attorney for Wife
420 South State Road 7
Suite 108
Wellington, Florida 33414
(561) 641-5722/telephone
(561) 641-7675/facsimile



CRAIG BOUDREAU
FLA. BAR NO.471437

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA

Case No.: 50 2010 DR 003810 XXXX
SB

Division: FY

IN RE THE MARRIAGE OF:

LLOYD G. WICKBOLDT,
Husband,

and

JULIE M. GONZALEZ,
Wife

FILED
2011 AUG 10 PM 3:58
SHARON H. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

ORDER GRANTING LEAVE TO WITHDRAW

THIS MATTER having come before the Court on counsel's Motion For Leave to Withdraw and the Court, having reviewed the pleadings, and being fully advised in the premises, does hereby,

ORDER, ADJUDGE and DECREE:

1. Craig A. Boudreau is permitted to withdraw as attorney of record for Julie M. Gonzalez in the above-styled case.

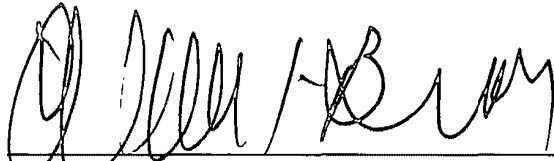
2. All further communications shall be directed to the following address:

Julie M. Gonzalez, #201127

Post Office Box 7297

Tallahassee, Florida 32314

DONE AND ORDERED in Chambers at Delray Beach, PALM BEACH
County, Florida on the 10 day of August, 2011.



Charles Burton, Circuit Judge

Copies to:

Andrew Michael Chansen, Esq.
Attorney for Husband
125 Crawford Boulevard
Boca Raton, Florida 33432-3728

Julie M. Gonzalez, #201127
Post Office Box 7297
Tallahassee, Florida 32314

Craig A. Boudreau
Attorney for Wife
420 South State Road 7
Suite 108
Wellington, Florida 33414

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 50 2010 DR003810XXXXSB

In Re the Marriage of:

LLOYD G. WICKBOLDT,
Plaintiff, Husband,
vs.

JULIE M. GONZALEZ,
Defendant, Wife.

2011 SEP 12 PM 1:31
SHARON A. BOON, CLERK
PALM BEACH COUNTY, FL
SOUTH CIVIL BRANCH-FILED

STIPULATION FOR SUBSTITUTION OF COUNSEL

THE UNDERSIGNED stipulate to the withdrawal of Andrew M. Chansen, Esq., as attorney for the Plaintiff/Husband, LLOYD G. WICKBOLDT, and to the appearance of Charles Wender, Attorney at Law Chtrd, 190 West Palmetto Park Road, Boca Raton, FL 33432, as attorney for the LLOYD G. WICKBOLDT .

BY Lloyd G. Wickboldt 9/9/11
LLOYD G. WICKBOLDT Dated _____

Charles Wender, Esq.
190 W. Palmetto Park Road
Boca Raton, FL 33432
561.368.7004
Fl Bar No. 246271

Andrew M. Chansen
125 Crawford Blvd
Boca Raton, Fl 33432
561.368.9800
Fl Bar No. 208876

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 50 2010 DR003810XXXXSB FY

In Re the Marriage of:

LLOYD G. WICKBOLDT,
Plaintiff, Husband,
vs.

JULIE M. GONZALEZ,
Defendant, Wife.

FILED
2011 SEP 13 AM 11:11
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

ORDER REGARDING SUBSTITUTION OF COUNSEL

THIS CAUSE having come on before this Court on the Stipulation for Substitution of Counsel for LLOYD G. WICKBOLDT, Plaintiff/Husband, and the Court having reviewed same and being otherwise fully advised in the premises, it is

ORDERED AND ADJUDGED as follows:

1. Said Stipulation is ratified and approved; and
2. Andrew M. Chansen, Esq, 125 Crawford Blvd., Boca Raton, FL 33432 is hereby relieved of all responsibility as attorney for LLOYD G. WICKBOLDT, Plaintiff/Husband; and Charles Wender, Esquire, 190 West Palmetto Park Road, Boca Raton, FL 33432, is hereby substituted for said attorney as counsel for LLOYD G. WICKBOLDT.

DONE AND ORDERED in West Palm Beach, Palm Beach County, Florida, this 12 day of Sept 2011.



CHARLES E. BURTON, CIRCUIT JUDGE

Copies furnished:

Andrew M. Chansen, Esq., 125 Crawford Boulevard, Boca Raton, Florida, 33432
Charles Wender, Esquire, 190 West Palmetto Park Road, Boca Raton, FL 33432
Scott J. Stadler, Esq., 1750 N. University Dr. Ste 202, Coral Springs, FL 33071

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 50 2010 DR003810XXXXSB FY

In Re the Marriage of:

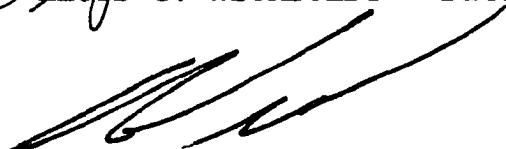
LLOYD G. WICKBOLDT,
Plaintiff, Husband,
vs.

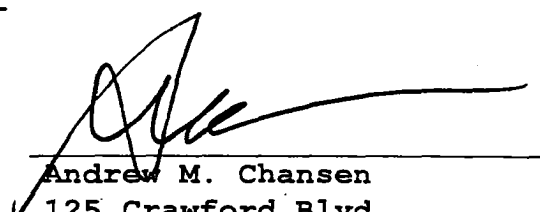
JULIE M. GONZALEZ,
Defendant, Wife.

STIPULATION FOR SUBSTITUTION OF COUNSEL

THE UNDERSIGNED stipulate to the withdrawal of Andrew M. Chansen, Esq., as attorney for the Plaintiff/Husband, LLOYD G. WICKBOLDT, and to the appearance of Charles Wender, Attorney at Law Chtrd, 190 West Palmetto Park Road, Boca Raton, FL 33432, as attorney for the LLOYD G. WICKBOLDT .

BY  9/9/11
LLOYD G. WICKBOLDT Dated _____


Charles Wender, Esq.
190 W. Palmetto Park Road
Boca Raton, FL 33432
561.368.7004
Fl Bar No. 246271


Andrew M. Chansen
125 Crawford Blvd
Boca Raton, Fl 33432
561.368.9800
Fl Bar No. 208876

ANDREW M. CHANSEN
ATTORNEY AT LAW
FOR YOUR INFORMATION

IN THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE MARRIAGE OF

CASE NO: 50-2010 DR 003810 SB FY

LLOYD G. WICKBOLDT

Petitioner

And

JULIE M. GONZALEZ

Respondent

2011:0V-4 P11 2:13
SOUTH COUNTY
PALM BEACH COUNTY
SOUTH CITY BRANCH FILED

WIFE'S VERIFIED MOTION FOR TEMPORARY RELIEF

COMES NOW Respondent/ Wife JULIE M. GONZALEZ through her undersigned counsel and moves for temporary relief and states:

1. Wife owns as her premarital asset a certificate of deposit held by Amtrust Bank. The principal value of the CD is \$11,250.

2. Wife is unable to liquidate her premarital certificate of deposit due to communication from husband's prior attorney to Amtrust Bank advising the bank to "freeze" her certificate of deposit and not allow Wife access to her premarital funds. This is in spite of the fact that there is no court order freezing any of Wife's assets.

3. Wife needs to retrieve her premarital personal property. Husband moved Wife's premarital personal property from the marital home to three different storage facilities. Wife seeks a court order designating date(s) and time(s) for Wife to be able to retrieve her premarital personal property from the storage facilities.

4. Wife needs the exclusive use and occupancy of the 2006 Lexus IS 350. Wife paid for the registration renewal for the Lexus. However, Husband intercepted the

tag for the license plate to the Lexus and refuses to give it to Wife. Husband has use and possession of another vehicle that he drives.

5. Wife has the need and Husband has the ability to pay Wife temporary alimony. Husband has a gross monthly income of \$21,018. Wife has a gross monthly income of \$59.08. Wife is unable to meet her expenses considering the standard of living established during the marriage, the duration of the marriage, the financial resources of the parties and other factors in F.S. 61.08.

6. Wife has the need and Husband has the ability to pay Wife temporary attorney's fees and suit monies.

WHEREFORE, Respondent/ Wife JULIE M. GONZALEZ moves for the following relief.

- A. Grant this motion for temporary relief.
- B. Enter an order awarding Wife pursuant to F.S. 61.075(5) an interim partial distribution of assets to permit Wife to liquidate her premarital certificate of deposit at AmTrust Bank.
- C. Enter an order that Wife have the exclusive use and occupancy of the Lexis IS 350.
- D. Enter an order requiring Husband to provide the registration tag for the license plate to Wife within 24 hours.
- E. Enter an order setting dates and times that Wife can retrieve her premarital personal property from the storage facilities pursuant to F.S. 61.075(5).

- F. Enter an order awarding temporary alimony to Wife finding Wife has the need and Husband has the ability to pay.
- G. Enter an order awarding Wife temporary attorney's fees and suit monies.

I understand that I am affirming under oath to the truthfulness of the claims made in this petition and that the punishment for knowingly making a false statement includes fines and/or imprisonment.



JULIE M. GONZALEZ

STATE OF FLORIDA
COUNTY OF BROWARD

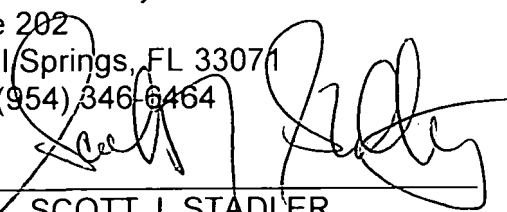
The foregoing instrument was subscribed and sworn to before me this 4th day of October 2011 by JULIE M. GONZALEZ, who has produced a Florida Driver's License as identification and who did take an oath.

Notary Public, State of Florida
My commission expires:



MICHELLE B. BAEZ
MY COMMISSION # DD 972563
EXPIRES: April 13, 2014
Bonded Thru Budget Notary Services

SCOTT STADLER, P.A.
1750 University Drive
Suite 202
Coral Springs, FL 33071
Tel: (954) 346-6464


BY: _____
SCOTT J. STADLER
FBN: 0001678

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing was faxed 561-368-5798 and mailed to Charles Wender, Esq., 190 West Palmetto Park Road, Boca Raton, FL 33432 this 3rd day of November 2011.

SCOTT STADLER, P.A.
1750 University Drive
Suite 202
Coral Springs, FL 33071
954-346-6464

BY: 

SCOTT J. STADLER

FBN: 0001678

IN RE: THE MARRIAGE OF

CASE NO: 50 2010 DR 003810 SB FY

LLOYD G. WICKBOLDT
Petitioner

And

JULIE M. GONZALEZ
Respondent

2011 DEC -7 PM 4: 01
SHARON R. EGCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

**AFFIDAVIT OF PETITIONER'S COUNSEL AS TO TIME EXPENDED
IN SUPPORT OF REASONABLE ATTORNEYS FEES**

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned officer, personally appeared, SCOTT J. STADLER, ESQ., who is personally known to me and who being duly sworn, deposes and says as follows:

1. That the undersigned, is an attorney with the Law firm of Scott Stadler, P.A. and a licensed member of the Florida Bar, and that I am familiar with the litigation in the above cause and I have personal knowledge of the attorneys' time and/or fees expended in the above captioned cause of action.

2. Wife retained Scott Stadler, P.A. to handle her case on July 25, 2011. A written Authorization for Representation And Attorney's Fee Agreement was entered into between Wife and Scott Stadler, P.A. A true copy of the retainer agreement is attached as Exhibit "A" and incorporated by reference herein.

3. Wife has paid \$5,000.00 to Scott Stadler, P.A.

4. Since being retained in this case, Scott Stadler, P.A. through the undersigned, has performed valuable professional services on behalf of Wife. The following are the number of hours expended and the services rendered on the subject file through present: Please billing statements attached as Exhibit "B"

5. That the undersigned has spent **15.14 hours** of time in prosecuting the Wife's rights in the above captioned cause, and that an hourly rate **\$325.00 per hour** the undersigned and or the law firm of Scott Stadler, P.A. is entitled to a reasonable fee for representation in the above cause through July 25, 2011 of **\$4,910.75. Wife has paid \$5,000.00 towards attorneys fees.**

6. Wife has paid \$0.00 towards payment of court costs. **Total costs incurred by Wife to Date are \$258.28.**

7. Wife is in desperate need of attorney's fees and suit monies pendente lite to enable her to litigate on an equal footing with her more financially able Husband.

8. The undersigned provides herein below a schedule of minimum estimated prospective services and minimum estimated prospective costs associated with Wife's further representation in this cause through trial, failing alternative dispute resolution:

<u>Projected Services</u>	<u>Estimated Time</u>
A. Temporary Support hearing	.50 hours
B. Preparation of Pre-Trial Catalog and/or Joint Pre-Trial Stipulation	1.5 hours


- C. Telephone calls to and from client and with opposing Counsel 3 hours
- D. Depositions 8 hours
- E. Client conferences 6 hours
- F. Final Hearing Preparation 16 hours
- G. Final Hearing 7 hours

**Total estimate services to be performed including Final Hearing:
42 hours at \$325.00 per hour = \$13,650.00**

<u>Projected Costs:</u>	<u>Estimated Costs</u>
A. Court Reporter's Fees \$320.00	
B. Transcripts \$1,000.00	
C. Copies	\$100.00

SUMMARY

TOTAL FEES INCURRED	\$ 4,910.75
TOTAL COSTS INCURRED	\$ 258.28
TOTAL PROJECTED FEES	\$ 13,650.00
TOTAL PROJECTED COSTS	\$ 1,420.00
 TOTAL FEES AND COSTS	 \$ 20,239.03
FURTHER AFFIANT SAYETH NOT.	



SCOTT J. STADLER, ESQUIRE

Sworn to and subscribed before me this 7th day of December, 2011.

NOTARY PUBLIC

My Commission Expires



MICHELLE B. BAEZ
MY COMMISSION # DD 972563
EXPIRES: April 13, 2014
Bonded Thru Budget Notary Services

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that a true and correct copy of the foregoing was faxed and mailed to Charles Wender, Esq., 190 West Palmetto Park Road, Boca Raton, FL 33432 this 7th day of December, 2011.

SCOTT STADLER, P.A.
Attorney for Petitioner
1750 University Drive, Suite 202
Coral Springs, FL 33071
(954) 346-6464

BY: 
SCOTT J. STADLER, ESQ.

000195 EBW: 0001678

Julie Gonzalez
P O Box 7297
EMAIL ONLY-NO MAIL PER CLIENT'S REQ
Tallahassee FL 32314

Page: 1
December 07, 2011
Account No: Gonzalez-00M
Statement No: 1

Interim Statement

**Payments received after 12/07/11
are not included on this statement.**

Fees

	Hours	
08/01/11 Reviewed email from client	0.01	3.25
08/04/11 review of pleadings given by client	1.00	325.00
08/09/11 Reviewed documents client provided and pleadings obtained from court file	2.00	650.00
08/11/11 Office conference with client	2.00	650.00
08/15/11 Reviewed two emails from client	0.02	6.50
08/20/11 Reviewed 10 emails from client sent August 18, 2011	0.50	162.50
08/26/11 Reviewed 2 emails from client	0.02	6.50
09/06/11 Reviewed email from client	0.01	3.25
09/13/11 Reviewed order regarding substitution of husband's counsel	0.01	3.25
10/04/11 Office conference with client - prepared motion for temporary relief	0.50	162.50
10/06/11 Reviewed email from client sent 10/5/11	0.01	3.25
11/03/11 Teleconference with JA to Judge Scher to get date for client temporary relief hearing; coordinated date with OL; prepared NOH, letter to clerk, letter to JA; prpared email to client	0.25	81.25
11/04/11 Reviewed opposing counsel's letter dated 11-4-2011	0.01	3.25
11/07/11 telephone conference with opposing counsel's office and client to schedule client's deposition	0.03	
11/09/11 Reviewed opposing counsel notice of taking deposition and prepared email to client attaching copy	0.03	9.75

000196

	Hours	
11/11/11 Office conference with client	0.50	162.50
11/14/11 Reviewed OL re-notice of taking deposition and prepared email to client	0.08	26.00
11/18/11 Travel to opposing counsel's office for deposition of client (.75 hours) attendend client's deposition (6 hours) traveled back to office (.75 hours)	7.50	2,437.50
11/30/11 Reviewed opposing counsel's letter and called opposing ocunsel regarding deposition exhibits, telephone conference with client to schedule appointment	0.10	32.50
12/05/11 Review of opposing counsel's deposition exhibits and prepared email to client attaching copies.	0.40	130.00
12/07/11 Prepared affidavit of attorneys fees	0.16	52.00
For Attorneys Fees Incurred	15.14	4,910.75

Expenses

08/03/11 Clerk of Court fee for copies of court file (173 pages total)	173.00
08/05/11 Photocopy charges 78 pages total, copies of pleadings given by client	19.50
08/20/11 Printed 35 pages from 10 emails client sent August 18, 2011	8.75
08/20/11 Printed 203 pages from clients emails sent August 15, 2011	50.75
11/03/11 Postage (judge)	0.64
11/03/11 Postage (clerk of court)	0.64
11/03/11 Photocopy charges 20 pages total, for judge and file	5.00
Total Expenses	258.28
Total amount due	5,169.03

Payments - Thank You

12/07/11 Client Fund Payment.	-5,000.00
-------------------------------	-----------

Total Amount Due \$169.03

Billing Hist

<u>Atty Fees</u>	<u>Atty Hours</u>	<u>Expenses</u>	<u>Advances</u>	<u>Finance Charge</u>	<u>Payments</u>
4,910.75	15.14	258.28	0.00	0.00	5,000.00

Balance of Client's

07/25/11 Initial Deposit	5,000.00
12/07/11 Client Fund Payment.	-5,000.00
Balance of client's retainer	\$0.00

000197

ATTORNEY SCOTT J. STADLER
"Protecting Your Rights in Divorce & Family Law Cases"
1750 University Drive, Suite 202, Coral Springs, FL 33071
(954) 346-6464 Fax: (954) 346-8105

Authorization For Representation And Attorney's Fee Agreement

This agreement is entered on the **25TH day of July 2011 between JULIE MARIA GONZALEZ and** (Client) and **SCOTT STADLER, P.A.** (Attorney) of the City of Coral Springs hereinafter This agreement shall become effective upon a fully signed receipt of this document and full receipt and clearance of the retainer fees and costs.

- 1. Scope of Representation: Client agrees to hire Attorney for the following matter:**

PETITION FOR DISSOLUTION OF MARRIAGE

- A. Authorization to Act on Client's Behalf.**

Client authorizes Attorney to take all steps necessary to represent the Client's interests.

- B. The Scope of Representation Does Not Include the Following:**

- Qualified Domestic Relations Order (QDRO)
- appeals.
- financial counselor, tax advisor, estate planner, investment advisor, accountant, valuation expert, psychologist or to provide bankruptcy or immigration advise

- C. Affirmative Duty to Disclose Material Facts.**

Client has an affirmative duty to disclose any and all substantial and material facts that might affect the outcome of the proceedings

- D. Failure To Disclosure Material Facts.**

Client's failure to disclose substantial and material facts may be considered fraud upon the court and may result in a court order being entered against Client for sanctions, including the payment of your spouses attorney's fees and costs. Florida Family Law Rule of Procedure 12.540(b) provides that there is no statute of limitations for setting aside a judgment based upon a fraudulent financial affidavit and may include sanctions and financial penalties. Failure of client to disclose material facts will permit Attorney to withdraw from representation.

2. **Attorney's Fees & Costs & Billing**

- A. Hourly Rate:** Client agrees to pay Attorney **\$325 per hour** for all work the attorney does on client's behalf, including travel.
- B. Initial Attorney's Fee Retainer.** Client agrees to pay attorney an initial Non-Refundable attorney's fee retainer of **\$5,000 which is deemed by Client to be earned upon commencement of employment**
- C. Replenishing Attorney's Fee Retainer.** **When client's initial attorney's fee retainer reached \$300 Client agrees to pay a replenishing attorney's fee retainer.**
- D. Cost Deposit:** Client agrees to pay a cost deposit of **\$00.00**

Client agrees to immediately reimburse Attorney for all costs incurred while handling this matter. Client specifically authorizes Attorney to apply any remaining portion of cost deposit or court awarded costs, which are collected, to the balance of any legal services fees due from Client.

- E. Photocopies, In-Coming Faxes and Postage:**

Client agrees to pay the cost of photocopies at .25 cents per page, in-coming faxes at .25 per page, plus postage for their case.

- F. Monthly Statements.**

Attorney will provide Client with a monthly statement reflecting the amount of hours spent on client's behalf and the balance of client's attorney fee retainer.

- G. Client Acknowledges Paying Attorney a Reasonable Fee.**

Attorney's compensation is based upon, among other factors, acceptance of this matter, time limitations imposed by this representation, novelty or difficulty of questions presented, results obtained, the reputation, experience and ability of Attorney in performing this type of service, and such other factors as may reasonable affect the fee. As permitted by law, an award of legal fees and/or costs may be sought from the opposing party. The payment of such fees shall not be determinative of the amount owed by you.

- H. Responsibility For Payment of Attorney's Fees and Costs and Expenses.**

Client is solely responsible for all fees, costs and expenses. Client represents that client is willing and financially able to pay for legal services to be rendered by

our firm at the rates set forth above and that such rates are reasonable under the circumstances.

3. Client's Responsibilities:

- To promptly notify Attorney of any change of address or any phone numbers.
- To provide Attorney with detailed facts and documentation to substantiate all claims, to the extent the client has or can obtain the information or has the ability to do so. This responsibility includes completing all work requested by Attorney.
- To provide all required financial documents to the other party in a timely manner to avoid additional attorney's fees and sanctions for failure to comply; this includes the client's duty to supplement mandatory financial disclosure of documents whenever there is a material change in the client's financial status.
- To inform Attorney as soon as possible of any new circumstances or information that may affect your matter.
- To make oneself available as reasonably requested for consultations, for depositions, and for court appearances.

4. Client Default Of Payment, Liens For Unpaid Fees And Costs And Court Disclosure:

- Withdrawal of Representation. Client agrees that if Client should default on any payment arrangement made with Attorney, Attorney may move to withdraw from this matter as Attorney of Record. In such an event, Client authorizes the use of this agreement as Client's express, advance and continuing non-revocable consent to withdraw for Attorney's Motion to Withdraw.
- Liens. To protect our fees, expenses and costs until they are paid, you acknowledge that (in addition to and not in place of any other remedies created by this agreement or by law) our firm is entitled to:
 - all general, possessory and retaining liens
 - all equitable, special and attorney's charging liens on all real and personal property of yours whether or not we obtain it for you or defend claims against it in connection with our representation of you herein, including any assets, benefits or other things of value which we recover, obtain, preserve or protect for you in any law suit and that any fees and/or costs determined in the same action before that suit is dismissed or otherwise concluded. Any mortgage or security agreement encumbering any property of yours in order to satisfy the

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL
CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 502010DR003810XXXXSBFY
FOURTH DISTRICT CASE NO. 4D13-4051

JULIE M. GONZALEZ,
Appellant(s),

V.

LLOYD G. WICKBOLDT,
Appellee (s).

_____ /

INDEX TO RECORD ON APPEAL

Copy furnished:

WENDY S. ROUNDS, ESQ., DEARR PERDIGON, ONE DATRAN CENTER, SUITE
1701, 9100 SOUTH DADELAND BLVD., MIAMI, FLORIDA, 33156

ANTHONY J. ARAGONA, III, ESQ., ANTHONY J. ARAGONA III, P.A.,
5097 SANCERRE CIRCLE, LAKE WORTH, FLORIDA, 33463

payment of our fees and/or costs shall be additional security to any charging lien that may be asserted by our firm and does not constitute a waiver of our right to a charging lien.

- retaining lien on your entire file including evidentiary documents, property or any other thing of value of yours in our possession to secure the payment of all sums due to us from you under the terms of this agreement. All liens shall relate back to the date of this Agreement and shall be superior in dignity to any other lien subsequent to the date hereof.
- Lien on Claim or Cause of Action. In addition to any other lien contemplated by this agreement, the firm is given a lien on the claim or cause of action, on the sum recovered by way of settlement, and any judgement that may be recovered, for fees and any funds the firm has advanced on the client's behalf or costs in connection with the cause of action.

5. Client's Right To Discharge Attorney:

- Client may discharge Attorney at any time, without cause.
- In the event of Attorney's dismissal, client remains fully responsible and shall pay any outstanding invoices for legal services and costs or expenses incurred.

6. Attorney Withdrawal Of Representation:

Client consents to Attorney immediately withdrawing as client's counsel upon:

- non-payment of any attorney's fees or costs when due under the billing statement(s)
- Client's refusal to cooperate with Attorney,
- Failure to disclose material facts
- Failure to follow court orders
- Verbal abuse or threats to staff
- Fraudulent activity
- Acting in bad faith
- Failure to provide mandatory financial documents. You understand and agree that your failure to provide necessary documents under Rule 12.285 may expose you and the firm to financial punishment. If the firm suffers any loss as the result of your failure to timely provide necessary documents, you will fully indemnify the firm for all such loss, including reasonable attorney's fees, costs and expenses. The firm shall be entitled to the full fee as agreed if I dismiss my claim or discharge Attorney to obtain the substitution of another attorney before completion the services for which Attorney was employed.

7. Settlement of Claims:

We will not compromise or settle any claims of yours until we have received your express approval to do so. Likewise, you will not compromise or settle any of your claims unless you have first notified us in writing and we have approved said settlement or compromise by our consent.

8. Case Closing And Accessing Client Files After Discharge:

When a final dissolution is received from the court, your case will be closed in this office, unless at the time of final dissolution there are unfinished disputed or adversary matters pending for which this office has been retained.

If Client wishes access to items in their file, or have the law firm access the file for any reason, including but not limited to retrieving original documents, obtaining copies of documents, or accessing any other information from the file, such request must be made within 60 days of final dissolution. For any such requests made after 60 days from final discharge, there will be a file-accessing fee of \$100 (plus 30 cents per page for photocopying, plus postage if mailed) payable before the material is provided.

9. No Guarantee Of Successful Outcome Of Case Or Total Fee:

Client understands and agrees that there has been no guarantee made regarding the disposition or successful outcome or total attorney's fees and costs of any phase of legal representation. The total fee and costs to be expended in your case cannot be anticipated and no assurances of what those fees or costs will ultimately be have been given to you.

10. Enforcement Of Retainer Agreement:

- **Waiver of Jury Trial:** Both Attorney and Client irrevocably waive trial by jury in regard to any lawsuit arising from our professional relationship or arising out of or relating to this Retainer Agreement.
- **Venue:** Florida law governs this agreement; sole and exclusive venue for the resolution of all disputes which may arise hereunder shall be in a court of competent jurisdiction situated solely in Broward County, Florida.
- **Fees, Costs & Expenses:** In addition to all damages for unpaid fee, costs and expenses set forth in this agreement, in the event it becomes necessary to enforce this agreement, you agree to pay the firm's reasonable attorneys' fees, costs and expenses (whether taxable or not) in connection therewith, including fees, costs and expenses on appeal.

11. Award Of Attorney's Fees And Costs Against Opposing Party:

If permitted by law, we may seek an award of legal fees and/or costs from the opposing party, which may result from the rendition of a Court Order or the agreement of the opposing party. The payment of such fees shall not be determinative of the amount owed by you to us or

earned by us. You remain liable to us for the payment of all fees, costs and expenses and any amount received or recovered on your behalf will be credited to your account only to the extent that you have paid for those same legal service and/or costs. Otherwise, said amount may be retained by the firm in addition to all sums previously paid to the firm by you and you will remain liable for any unpaid balance due us.

You acknowledge that our pursuit of an award of suit monies, attorney's fees, costs and expenses on your behalf is an additional service to you and at no time is or may become an affirmative duty on the part of our firm. Any time, cost, or expense required to collect the amount due from the opposing party will be chargeable to you, whether or not recoverable or recovered.

12. Termination Of Agreement And Representation:

Attorney representation shall terminate upon the occurrence of any of the following events:

- entry of final judgment or a final order which disposes of all issues which we have been retained to address;
- entry of an order of withdrawal by the Court;
- your failure to timely make any payments required in this agreement;
- your failure to provide mandatory financial documents of Florida Family Law Rule of Procedure 12.285;
- representation automatically ceases 30 days after the entry of a final judgment of dissolution of marriage.

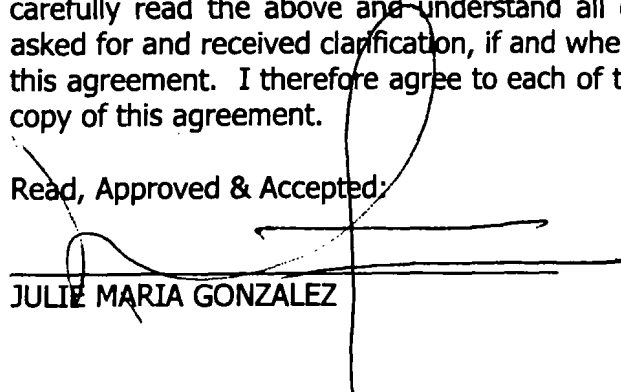
13. Entire Agreement:

This agreement contains the entire understanding between Attorney and Client and may not be varied or modified unless in writing and signed and dated by the party being charged with such change or modification.

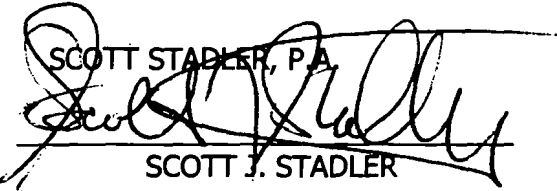
ACKNOWLEDGMENT:

I understand that this agreement is a legal binding contract between the firm and myself. I have carefully read the above and understand all of its contents which fully sets forth our agreement having asked for and received clarification, if and when requested, of anything I did not understand before signing this agreement. I therefore agree to each of the above terms and conditions and acknowledge receipt of a copy of this agreement.

Read, Approved & Accepted:



 JULIE MARIA GONZALEZ

SCOTT STADLER, P.A.
 BY: 

 SCOTT J. STADLER



Coral Springs Divorce & Family Law Center

1750 University Drive, Suite 202, Coral Springs, FL 33071
scott@unhappymarriage.info • www.unhappymarriage.info • Tel: (954) 346-6464

January 2, 2012

Judicial Assistant to
Honorable Rosemarie Scher
200 West Atlantic Avenue
Delray Beach, FL 33444

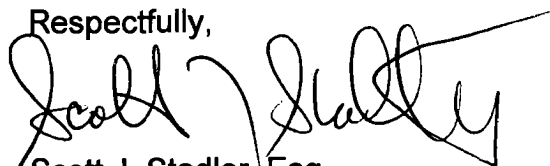
Re: Wickboldt vs. Gonzalez
Case No. 50 2010 DR 003810 SB FY

Dear Judicial Assistant:

Enclosed for your records please find a copy of the following pleadings:

1. Wife's Re-Notice of Hearing on Wife's Verified Motion For Temporary Relief
– March 21, 2012
2. Wife's Verified Motion for Temporary Relief

Respectfully,


Scott J. Stadler, Esq.

CLERK:
Please file this document
In the Court File.
Judge Rosemarie Scher

FILED
JAN 3 2012
4:31 PM
CLERK R. BOCK
DELRAY BEACH COUNTY FL
NORTH BRANCH - FILED

IN THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE MARRIAGE OF

CASE NO: 50-2010 DR. 003810 SB FY

LLOYD G. WICKBOLDT

Petitioner

And

JULIE M. GONZALEZ

Respondent

2013 JAN -4 PM 3:54
FILED
CLERK OF COURT
PALM BEACH COUNTY
FLORIDA

WIFE'S VERIFIED MOTION FOR TEMPORARY RELIEF

COMES NOW Respondent/ Wife JULIE M. GONZALEZ through her undersigned counsel and moves for temporary relief and states:

1. Wife owns as her premarital asset a certificate of deposit held by Amtrust Bank. The principal value of the CD is \$11,250.
2. Wife is unable to liquidate her premarital certificate of deposit due to communication from husband's prior attorney to Amtrust Bank advising the bank to "freeze" her certificate of deposit and not allow Wife access to her premarital funds. This is in spite of the fact that there is no court order freezing any of Wife's assets.
3. Wife needs to retrieve her premarital personal property. Husband moved Wife's premarital personal property from the marital home to three different storage facilities. Wife seeks a court order designating date(s) and time(s) for Wife to be able to retrieve her premarital personal property from the storage facilities.
4. Wife needs the exclusive use and occupancy of the 2006 Lexus IS 350. Wife paid for the registration renewal for the Lexus. However, Husband intercepted the

tag for the license plate to the Lexus and refuses to give it to Wife. Husband has use and possession of another vehicle that he drives.

5. Wife has the need and Husband has the ability to pay Wife temporary alimony. Husband has a gross monthly income of \$21,018. Wife has a gross monthly income of \$59.08. Wife is unable to meet her expenses considering the standard of living established during the marriage, the duration of the marriage, the financial resources of the parties and other factors in F.S. 61.08.

6. Wife has the need and Husband has the ability to pay Wife temporary attorney's fees and suit monies.

WHEREFORE, Respondent/ Wife JULIE M. GONZALEZ moves for the following relief.

- A. Grant this motion for temporary relief.
- B. Enter an order awarding Wife pursuant to F.S. 61.075(5) an interim partial distribution of assets to permit Wife to liquidate her premarital certificate of deposit at AmTrust Bank.
- C. Enter an order that Wife have the exclusive use and occupancy of the Lexis IS 350.
- D. Enter an order requiring Husband to provide the registration tag for the license plate to Wife within 24 hours.
- E. Enter an order setting dates and times that Wife can retrieve her premarital personal property from the storage facilities pursuant to F.S. 61.075(5).

- F. Enter an order awarding temporary alimony to Wife finding Wife has the need and Husband has the ability to pay.
- G. Enter an order awarding Wife temporary attorney's fees and suit monies.

I understand that I am affirming under oath to the truthfulness of the claims made in this petition and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

JULIE M. GONZALEZ

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was subscribed and sworn to before me this 4th day of October 2011 by JULIE M. GONZALEZ, who has produced a Florida Driver's License as identification and who did take an oath.

Notary Public, State of Florida
My commission expires:



SCOTT STADLER, P.A.
1750 University Drive
Suite 202
Coral Springs, FL 33071
Tel: (954) 346-6464

BY: _____

SCOTT J. STADLER
FBN: 0001678

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing was faxed 561-368-5798 and mailed to Charles Wender, Esq., 190 West Palmetto Park Road, Boca Raton, FL 33432 this 3rd day of November 2011.

SCOTT STADLER, P.A.
1750 University Drive
Suite 202
Coral Springs, FL 33071
954-346-6464

BY: 

SCOTT J. STADLER
FBN: 0001678

REC'D JAN - 9 2012

IN THE CIRCUIT COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT IN AND FOR PALM BEACH
COUNTY, FLORIDA

CASE NO. 502010DR003810XXXXSB/ Div. FY

IN RE: The Marriage of
LLOYD G. WICKBOLDT,

Petitioner,

and

JULIE M. GONZALEZ,

Respondent.

2012 JAN 11 PM 1:29
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH - FILED

=====◇=====

STIPULATION AS TO DEPOSITION


IT IS HEREBY STIPULATED by and between the parties that PASTOR TOM PFOTENHAUER of the Woodbury Lutheran Church of Woodbury, Minnesota, can be deposed by telephone, and that the oath can be administered in the State of Minnesota by a notary public and shall be valid for all purposes.

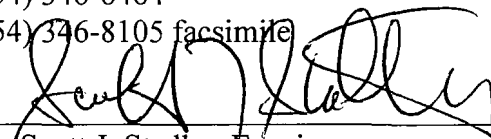
Dated: 11/28/11

Dated: 1/2/12

CHARLES WENDER
Attorney-at-Law, Chartered
190 West Palmetto Park Road
Boca Raton, Florida 33432
(561) 368-7004
(561) 368-5809 facsimile

SCOTT STADLER, P.A.
Divorce & Family Law Center of Coral Springs
1750 University Drive
Suite 202
Coral Springs, FL 33071
(954) 346-6464
(954) 346-8105 facsimile

BY: 
Charles Wender, Esquire
Florida Bar No. 246271

BY: 
Scott J. Stadler, Esquire
Florida Bar No. 0001678

IN RE: THE MARRIAGE OF

CASE NO: 50 2010 DR 003810 SB FY

LLOYD G. WICKBOLDT

Petitioner

And

JULIE M. GONZALEZ

Respondent

2012 JAN 27 PM 2:22
SHARON A. ...
PALM BEACH COUNTY
SOUTH CITY BRANCH FIELD

MOTION TO WITHDRAW AS COUNSEL

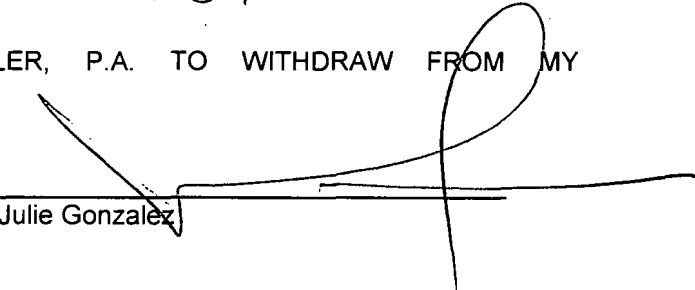
COMES NOW, Scott Stadler, the undersigned attorney, and hereby files this Motion to Withdraw, and states as follows:

1. Respondent advised me that my services are no longer necessary.
2. Based upon the foregoing, the undersigned can no longer continue to represent the Respondent and no undue hardship would arise from granting this motion to withdraw.
3. The case has not been set for trial. Neither party will be prejudiced by this withdrawal.
4. In accordance with Fla R. of Civ. Pro. 2.060 Respondent's mailing address is:

Julie M. Gonzalez, Julie Gonzalez
P.O. Box 7297, Tallahassee, FL 32314.

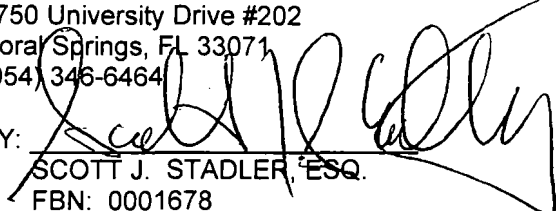
I HEREBY AUTHORIZE SCOTT STADLER, P.A. TO WITHDRAW FROM MY REPRESENTATION.

Date: 1/20/2012


Julie Gonzalez

WHEREFORE, Scott Stadler, P.A. and the wife, JULIE GONZALEZ, respectfully request that this Honorable Court grant this Motion to Withdraw as counsel of record for the Respondent, Julie M. Gonzalez.

I HEREBY CERTIFY that a true and correct copy of the foregoing was faxed 561-368-5809 to Charles Wender, Esq., 190 West Palmetto Park Road, Boca raton, FL 33432 this 25 day of January 2012.

SCOTT STADLER, P.A.
1750 University Drive #202
Coral Springs, FL 33071
(954) 346-6464
BY: 
SCOTT J. STADLER, ESQ.
FBN: 0001678

IN THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE MARRIAGE OF

CASE NO: 50 2010 DR 003810 SB EY

LLOYD G. WICKBOLDT
Petitioner

And

JULIE M. GONZALEZ
Respondent

FILED
2012 JAN 31 AM 11:00
SHARON R. STARK, CLERK OF COURT
PALM BEACH COUNTY, FLORIDA
SOUTH CITY GRANDHILL-FILED

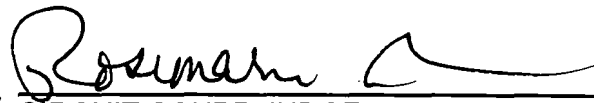
ORDER ON MOTION TO WITHDRAW

THIS CAUSE came on to be heard upon Scott Stadler, Esq. Motion to Withdraw as counsel of record for Julie M. Gonzalez and the Court being otherwise advised in the premises, it is hereby:

ORDERED AND ADJUDGED

1. Scott Stadler's Motion to Withdraw as counsel for JULIE M. GONZALEZ is GRANTED.
2. Scott Stadler and Scott Stadler, P.A. are relieved of representing JULIE M. GONZALEZ any further in this action.
3. All further pleadings, papers or correspondence shall be directed to Julie M. Gonzalez, P O Box 7297, Tallahassee, FL 32314

DONE AND ORDERED in Chambers at Fort Lauderdale, Broward County, Florida on this 30 day of January, 2012.

Honorable Rosemarie Scher, 
CIRCUIT COURT JUDGE

Copies:

Scott Stadler, Esq., 1750 University Drive, #202, Coral Springs, FL 33071
Julie M. Gonzalez, P O Box 7297, Tallahassee, FL 32314
Charles Wender, Esq., 190 West Palmetto Park Road, Boca Raton, FL 33432

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH, FLORIDA

IN RE: THE MATTER OF: CASE NO: 50 2010 DR003810XXXXSB FY

LLOYD G. WICKBOLDT,

Petitioner/Husband,
and

JULIE M. GONZALEZ,

Respondent/Wife.
_____ /

2012 MAR 20 AM 11:16
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

**NOTICE OF FILING RESPONDENT/WIFE'S REQUEST FOR
UPDATED MANDATORY DISCLOSURE**

COMES NOW, the Respondent/Wife, JULIE M. GONZALEZ, who hereby requests the Respondent/Wife, GRIZEL CHATFIELD, by and through the undersigned counsel, and hereby certifies that on the date set forth below, pursuant to Rule 12.285, Florida Family Law Rules of Procedure, that the Petitioner/Husband, LLOYD G. WICKBOLDT, produces the following documents:

1. An Updated Family Law Financial Affidavit;
2. 2011 W-2 and Earnings Summary;
3. Copies of any and all bank statements either held in the Petitioner/Husband's name individually or jointly.

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by mail this 15 day of March, 2012 to: Charles Wender, Esq. 190 West Palmetto Park Road, Boca Raton, Florida 33432.

SCHANTZ & SCHANTZ, P.A.
1555 North Park Drive, Suite 103
Weston, Florida 33326
(953) 385-1536

BY: _____
LAURA SCHANTZ, ESQ.
Florida Bar No.: 351032

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH, FLORIDA

IN RE: THE MATTER OF: CASE NO: 50 2010 DR003810XXXXSB FY

LLOYD G. WICKBOLDT,

Petitioner/Husband,

and

JULIE M. GONZALEZ,

Respondent/Wife.

2012 MAR 20 AM 11:15
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

MOTION FOR PROTECTIVE ORDER

COMES NOW, the Respondent, JULIE M. GONZALEZ, by and through the undersigned attorney and moves this Court for the entry of a Protective Order, pursuant to Florida Rule of Civil Procedure 1.280(c), regarding the deposition scheduled for March 20, 2012 based on the following grounds:

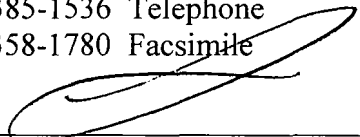
1. The deposition of DR. RICHARD SEELY is scheduled to be taken on March 20, 2012 at 5:00 p.m.
2. The undersigned has recently been retained by Ms. Gonzalez and has recently filed a Notice of Appearance. The undersigned was out of the state from March 7, 2012 until March 13, 2012 therefore giving the undersigned little to no time to fully familiarize herself with this matter.
3. The undersigned was not notified of this deposition until 4 business days prior to it being set.
4. The undersigned is not able to attend the deposition and Ms. Gonzalez cannot attend same. It would be highly prejudicial for the Respondent if her and her attorney were not present at any discovery depositions.
5. This case is not set for trial and there is absolutely no reason not to set the deposition at a time and date mutually agreed to by both parties.

4. This motion is being sought in good faith and not for purposes of delay.

WHEREFORE, the Respondent , JULIE M. GONZALEZ, respectfully requests this Honorable Court enter an Order granting this Motion for Protective Order and order that the deposition be rescheduled to a time and date mutually agreeable by both parties, together with such other and further relief as this Court may deem just and proper.

I HEREBY CERTIFY that a true and correct copy of the foregoing has been sent by United States mail and Facsimile on this 14 day of March, 2012 to: Charles Wender, Esq. 190 West Palmetto Park Road, Boca Raton, Florida 33432.

SCHANTZ & SCHANTZ, P.A.
1555 North Park Drive, Suite 103
Weston, Florida 33326
(954) 385-1536 Telephone
(954) 358-1780 Facsimile

BY: 
LAURA SCHANTZ, ESQ.
Florida Bar No.: 351032

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE MARRIAGE OF: CASE NO.: 50 2010 DR003810XXXXSB FY

LLOYD WICKBOLDT,

Petitioner/Husband,
and

JULIE M. GONZALEZ,

Respondent/Wife.
_____ /

2012 MAR 22 AM 11:00
JANORITA H. HARRIS, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

**MOTION TO VACATE FREEZE ON RESPONDENT/WIFE'S AMTRUST
PREMARITAL CERTIFICATE OF DEPOSIT**

COMES NOW, the Respondent/Wife, JULIE M. GONZALEZ, by and through her undersigned counsel, and files this Motion to Vacate the Freeze on Respondent/Wife's Amtrust Premarital Account and alleges:

1. Respondent/Wife opened a CD #XXXXX9938 with non-marital funds at Amtrust Bank in January of 2007; the parties married June 6, 2007.
2. Petitioner/Husband's previous attorney communicated with Amtrust and was able to have the Bank freeze the account despite the fact that there was no court order to freeze such account.
3. The original funds with which this CD was opened (\$35,000) were transferred from the Respondent/Wife's premarital account. At the time this CD was opened the Respondent/Wife had no access to Petitioner/Husband's money or accounts and therefore this is a non-marital account.
4. No marital funds have ever been transferred to the account.

4. The balance on that account is approximately \$11,152.75, which are funds that the Respondent/Wife owned since before the parties got married.

5. The Petitioner/Former-Wife had to retain the undersigned attorney in order to bring this motion and is required to pay a reasonable fee.

WHEREFORE the Respondent requests this Honorable Court to:

1. Grant this Motion to Vacate the Freeze of the Amtrust CD and order Amtrust to release the funds to Respondent/Wife, Julie M. Gonzalez and

2. Award the Respondent/Wife her reasonable attorney's fees incurred for bringing this motion.

I HEREBY CERTIFY that a true and correct copy of the foregoing Motion has been furnished by United States mail on this 20 day of March, 2012 to: Charles Wender, Esq. 190 West Palmetto Park Road, Boca Raton, Florida 33432.

SCHANTZ & SCHANTZ, P.A.
1555 North Park Drive, Suite 103
Weston, Florida 33326
(954) 385-1536
(954) 358-1780 Facsimile

BY: 
LAURA SCHANTZ, ESQ.
Florida Bar No.: 351032

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE THE MARRIAGE OF: CASE NO.: 50 2010 DR003810XXXXSB FY

LLOYD G. WICKBOLDT,

Petitioner/Husband,

and

JULIE M. GONZALEZ,

Respondent/Wife.

2012 MAR 22 AM 11:00
CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

MOTION FOR EXCLUSIVE USE AND POSSESSION OF VEHICLE

COMES NOW, the Respondent/Wife, JULIE M. GONZALEZ, by and through the undersigned attorney, pursuant to the Florida Rules of Family Procedure, and requests this Honorable Court grant this Motion for Exclusive Use and Possession of Vehicle and in support thereof states the following:

1. That the Petitioner/Husband has filed a Petition for Dissolution of Marriage.
2. The Petitioner/Husband bought a 2006 Lexus IS350 Sedan before the parties' marriage and used the Respondent/Wife's vehicle as a trade in for the down payment of the new Lexus. This car was a pre-marital gift from Petitioner/Husband to Respondent/Wife who was the primary user of the Lexus during their marriage.
3. The Petitioner/Husband has intercepted the tag for the license plate which was paid by the Respondent/Wife.
4. That the Petitioner/Husband has another vehicle which he uses for transportation; Respondent/Wife has no other means of transportation.

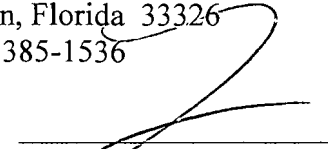
5. That the Petitioner/Husband has been threatening to take the Respondent/Wife's vehicle.
6. If the Petitioner/Husband is able to gain possession of said vehicle the Respondent/Wife will have no means of transportation.
7. That the Respondent/Wife seeks an order giving her exclusive use and possession of the 2006 Lexus.
8. The Petitioner/Former-Wife had to retain the undersigned attorney in order to bring this motion and is required to pay a reasonable fee.
9. Other grounds to be argued Ore Tenus.

WHEREFORE, the Respondent/Wife requests this Honorable Court to:

1. Grant this motion for exclusive use and possession of the 2006 Lexus until further Order of the Court;
2. Order the Petitioner/Husband to return to Respondent/Wife the tag for the license plate, and
3. Award the Respondent/Wife her reasonable attorney's fees incurred for bringing this motion.

I HEREBY CERTIFY that a true and correct copy of the foregoing was mailed on this 20 day of March, 2012 to: Charles Wender, Esq. 190 West Palmetto Park Road, Boca Raton, Florida 33432.

SCHANTZ & SCHANTZ, P.A.
1555 North Park Drive, Suite 103
Weston, Florida 33326
(954) 385-1536

By: 
Laura Schantz, Esq.
Fl. Bar No. 351032

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE MATTER OF: CASE NO: 50 2010 DR003810XXXXSB FY

LLOYD WICKBOLDT,

Petitioner/Husband,
and

JULIE M. GONZALEZ,

Respondent/Wife
_____ /

2012 MAR 22 AM 11:00
CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

MOTION FOR RETURN OF PERSONAL PROPERTY

COMES NOW the Petitioner/Wife, JULIE M. GONZALEZ, by and through the undersigned attorney and hereby files this Motion for Return of Personal Property, and in support thereof states the following:

1. After the parties separated, in December 2009, the Petitioner/Husband removed Respondent/Wife's personal property from their residence.
2. The Petitioner/Husband moved all of the Respondent/Wife's personal property to three different storage facilities.
3. Respondent/Wife's seeks a court order designating date(s) and time(s) for the Respondent/Wife to remove her personal property from the different facilities.
4. The Petitioner/Former-Wife had to retain the undersigned attorney in order to bring this motion and is required to pay a reasonable fee.

WHEREFORE the Respondent/Wife, JULIE M. GONZALEZ, respectfully requests this Honorable Court grant the following relief:

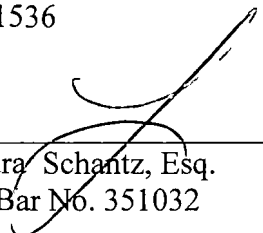
- A. Enter an Order setting dates and times for the Respondent/Wife to retrieve her personal property from the storage facilities;

- B. Award the Respondent/Wife her reasonable attorney's fees incurred for bringing this motion;
- C. Any other relief this Court deems just and proper.

I HEREBY CERTIFY that a true and correct copy of the foregoing was mailed on this 13 day of March, 2012 to: Charles Wender, Esq. 190 West Palmetto Park Road, Boca Raton, Florida 33432.

SCHANTZ & SCHANTZ, P.A.
1555 North Park Drive, Suite 103
Weston, Florida 33326
(954) 385-1536

By:



Laura Schantz, Esq.
Fl. Bar No. 351032

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE MARRIAGE OF:

CASE NO: 50 2010 DR003810XXXXSB /Div.FY

LLOYD G. WICKBOLDT,
Petitioner/Husband,
and

JULIE M. GONZALEZ,
Respondent/Wife

2012 MAY 22 AM 10:36
SHARON B. HILL, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

MOTION FOR EXTENSION OF TIME
TO COMPLY WITH PETITIONER'S REQUEST TO PRODUCE


COMES NOW the Respondent/Wife, JULIE M. GONZALEZ, by and through the undersigned attorney and files this Motion for Extension of Time to Comply with Petitioner's Request for Production and in support thereof states the following:

1. The Respondent/Wife is in the process of gathering the necessary documents in order to comply with the Request for Production. However, the Respondent/Wife needs additional time to gather the documents needed to comply with it and therefore needs additional time to respond to same.
2. The Petitioner/Husband shall not be prejudiced if this Motion is granted.
3. This Motion is made in good faith and not for purposes of delay.

WHEREFORE the Respondent/Wife, JULIE M. GONZALEZ, respectfully requests this Honorable Court grant this Motion and allow the Respondent/Wife additional time within which to comply with Petitioner/Husband's Request for Production.

I HEREBY CERTIFY that a true and correct copy of the foregoing has been sent by United States mail on this ~~17~~¹⁸ day of ~~April~~^{May}, 2011 to: Charles Wender, Esq. 190 West Palmetto Park Road, Boca Raton, Florida 33432.

SCHANTZ & SCHANTZ, P.A.
1555 North Park Drive, Suite 103
Weston, Florida 33326
T: (954) 385-1536
F: (954) 358-1780

By: 

Laura Schantz
Florida Bar No. 351032

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE MARRIAGE OF:

CASE NO: 50 2010 DR003810XXXXSB /Div.FY

LLOYD G. WICKBOLDT,
Petitioner/Husband,
and

JULIE M. GONZALEZ,
Respondent/Wife

2012 MAY 22 AM 10:36
SHARON H. LUCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

**PETITIONER'S OBJECTION TO RESPONDENT'S REQUEST
FOR PRODUCTION OF DOCUMENTS**

COMES NOW the Respondent/Wife, JULIE M. GONZALEZ, by and through the undersigned attorney and hereby files this Objection to Respondent's Request for Production of Documents dated April 26, 2012, and in support thereof states the following:

1. The Petitioner objects to the Item # 2 of Respondent's Request for Production of Documents as he is requesting cell phone records from January 2010 to present. The Respondent/Wife and Petitioner/husband have been separated since December 2009. Respondent/Wife's telephone records are irrelevant to this proceeding.
2. The Petitioner objects to the Item # 7 of Respondent's Request for Production of Documents as he is requesting copies of any and all financial records concerning any monetary transactions between herself and Josef Wilblinger and/or Roberto Carlos De La Torre. The Petitioner/Husband is already in possession of all the records pertaining to Josef Wilblinger. The Respondent/Wife and Petitioner/Husband have been separated since December 2009. Any transaction occurred after such date is irrelevant to this proceeding.

I HEREBY CERTIFY that copy of the foregoing Answer to the Counter-Petition has been sent by United States mail on this 17 day of May, 2012 to: Charles Wender, Esq. 190 West Palmetto Park Road, Boca Raton, Florida 33432.

SCHANTZ & SCHANTZ, P.A.
1555 North Park Drive, Suite 103
Weston, Florida 33326
(954) 385-1536 Telephone
(954) 358-1780 Facsimile

BY: 
LAURA SCHANTZ, ESQ.
Florida Bar No.: 351032

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE MARRIAGE OF: CASE NO: 50 2010 DR003810XXXXSB

LLOYD WICKBOLDT,

Petitioner/Husband,

and

JULIE M. GONZALEZ,

Respondent/Wife.

2012 MAY 24 AM 11:31
SHERIFF IN CHIEF, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

JOINT STIPULATED MOTION FOR CONTINUANCE

COMES NOW the Respondent's counsel, Laura Schantz and the Petitioner's Counsel Charles Wender and file this Joint Stipulated Motion for Continuance and as grounds state the following:

1. The parties have scheduled a one (1) hour hearing for June 12, 2012 at 10:00 a.m..
2. The Respondent/Wife's attorney has a trial set for the same date in Broward County before Judge Renee Goldenberg which was scheduled after the hearing had been scheduled. (See Exhibit "A")
3. The Respondent's counsel was informed by the Broward County Judge to reschedule the hearing in Palm Beach County.
4. The parties request this hearing to be continued for a later day.
5. This Motion is made in good faith and not for purposes of delay.

WHEREFORE the Respondent's counsel Laura Schantz and Petitioner's Counsel Charles Wender respectfully request that this Honorable Court enter an order granting this Motion for Continuance.

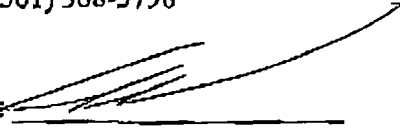
TE

I HEREBY CERTIFY that a copy of the foregoing has been sent by United States mail
on this 22nd day of May, 2012.

SCHANTZ & SCHANTZ, P.A.
155 North Park Drive
Suite 103
Weston, Florida 33326
T: (954) 385-1536
F: (954) 358-1780

BY: *Laura Schantz* for.
LAURA SCHANTZ, ESQ.
Florida Bar No.: 351032

CHARLES WENDER, ESQ.
190 West Palmetto Park Road
Boca Raton, Florida 33432
T: (561) 368-7004
F: (561) 368-5798

BY: 
CHARLES WENDER, ESQ.
Florida Bar No.: 246271

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE; THE MARRIAGE OF CASE NO: 50 2010 DR003810XXXXSB FY

LLLOYD G. WICKBOLDT,

Petitioner/Husband,

And

JULIE M. GONZALEZ,

Respondent/Wife.

2012 MAY 24 AM 11:31
SHERIFF PAUL J. GLENN
PALM BEACH COUNTY, FL
SOUTH CT. BRANCH-FILED

CONSENT TO MOTION FOR CONTINUANCE

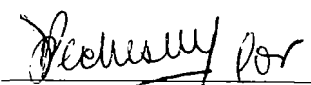
I, JULIE M. GONZALEZ, consent to my attorney's request to continue the hearing
scheduled for June 12, 2012 at 10:00 A.M.



JULIE M. GONZALEZ

I HEREBY CERTIFY that a true and correct copy of the foregoing was forwarded by
US Mail on this 22nd day of May, 2012 to Charles Wender, Esq. 190 West Palmetto
Park Road, Boca Raton, Florida 33432.

SCHANTZ & SCHANTZ,
1555 North Park Drive, Suite 103
Weston, Florida 33326
(954) 385-1536
(954) 358-1780 Facsimile

By: 

LAURA SCHANTZ, ESQ.
Florida Bar No. 351032

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE MARRIAGE OF: CASE NO: 50 2010 DR003810XXXXSB

LLOYD WICKBOLDT,

Petitioner/Husband,

and

JULIE M. GONZALEZ,

Respondent/Wife.

_____ /

ORDER FOR CONTINUANCE

THIS CAUSE having come on to be heard on 5/29 2012 before court pursuant to the Joint Stipulated Motion for Continuance and the Court having considered and examined the same and being otherwise fully advised in the premises, it is thereupon:

ORDERED AND ADJUDGED as follows:

- a. The Joint Stipulated Motion for Continuance is hereby GRANTED
- b. The hearing scheduled for June 12, 2012 at 10:00 A.M. is hereby continued.
- c. The hearing shall be reset for Tuesday October 2, 2012 at 2:00 p.m. - 3:00 p.m.

DONE AND ORDERED in Chambers at the Palm Beach County Courthouse, Fort Lauderdale, Florida this 29 day of May 2012.


HONORABLE JUDGE ROSEMARIE SCHER

Cc: Laura Schantz, Esq.
Charles Wender, Esq.
Clerk of the Court

2012 MAY 29 PM 3:52
PHARON R. BROWN, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

FILED

IN THE CIRCUIT COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT IN AND FOR PALM BEACH
COUNTY, FLORIDA

CASE NO. 502010DR003810XXXXSB/ Div. FY

IN RE: The Marriage of
LLOYD G. WICKBOLDT,

Petitioner,

and

JULIE M. GONZALEZ,

Respondent.

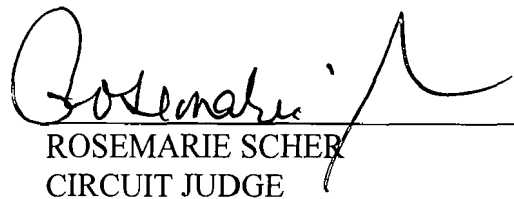
FILED
2012 JUN 11 AM 10:11
CLERK OF COURT
PALM BEACH COUNTY
SOUTH PALM BEACH, FLORIDA

=====◇
AGREED ORDER ALLOWING AMENDMENT

THIS MATTER, having come on before the Court on the Petitioner's Motion to Amend his petition, a true copy of which is annexed hereto, and the Respondent recognizing that such amendments are to be freely given, agrees to the entry of this Order, and, after due and proper consideration, it is hereby

ORDERED, that the Motion to Amend is GRANTED, and the Second Amended Petition shall be deemed properly filed and the Respondent shall have fifteen (15) days to file a responsive pleading.

DONE and ORDERED in Chambers at Delray Beach, Palm Beach County, Florida,
on this 11 day of June 2012.


ROSEMARIE SCHER
CIRCUIT JUDGE

Copies Furnished To:

CHARLES WENDER, Attorney-at-Law, Chartered, 190 W.Palmetto Park Road, Boca Raton, FL 33432
Laura Schantz, Esquire, SCHANTZ & SCHANTZ, P.A., 1555 N. Park Drive, Suite 103, Weston, FL 33326

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE MARRIAGE OF:

CASE NO: 50 2010 DR003810XXXXSB /Div.FY

LLOYD G. WICKBOLDT,
Petitioner/Husband,
and

JULIE M. GONZALEZ,
Respondent/Wife

2012 JUN 21 AM 11:07
JUDICIAL CIRCUIT CLERK
PALM BEACH COUNTY, FL
SOUTH CITY GRANCH-FILED

MOTION FOR EXTENSION OF TIME
TO ANSWER HUSBAND'S SECOND AMENDED PETITION

COMES NOW the Respondent/Wife, JULIE M. GONZALEZ, by and through the undersigned attorney and files this Motion for Extension of Time to Answer Second Amended Petition and in support thereof states the following:

1. The Petitioner/Husband filed a Motion to Amend his Petition for Dissolution of Marriage on June 4, 2012.
2. An Agreed Order Allowing Amendment was entered by this court on June 11, 2012 granting the Respondent/Wife 15 days to answer such Amended Petition which would be due on June 26, 2012.
3. The Respondent/Wife needs additional time to adequately respond to the Amended Petition and therefore needs additional 15 days to respond to same.
4. The Petitioner/Husband shall not be prejudiced if this Motion is granted.
5. This Motion is made in good faith and not for purposes of delay.

WHEREFORE the Respondent/Wife, JULIE M. GONZALEZ, respectfully requests this Honorable Court grant this Motion and allow the Respondent/Wife additional time within which to answer Petitioner/Husband's Amended Petition.

I HEREBY CERTIFY that copy of the foregoing Answer to the Counter-Petition has been sent by United States mail on this 19 day of June, 2012 to: Charles Wender, Esq. 190 West Palmetto Park Road, Boca Raton, Florida 33432.

SCHANTZ & SCHANTZ, P.A.
1555 North Park Drive, Suite 103
Weston, Florida 33326
(954) 385-1536 Telephone
(954) 358-1780 Facsimile

BY: *Laura Schantz* per # *CC95705*
LAURA SCHANTZ, ESQ.
Florida Bar No.: 351032

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE MARRIAGE OF:

CASE NO: 50 2010 DR003810XXXXSB /Div.FY

LLOYD G. WICKBOLDT,
Petitioner/Husband,
and

JULIE M. GONZALEZ,
Respondent/Wife

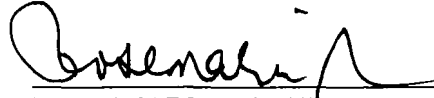
FILED
2012 JUN 22 PM 4:06
HARON R. BECK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

AGREED ORDER ON MOTION FOR EXTENSION OF TIME TO ANSWER
AMENDED PETITION

THIS CAUSE having come before this Court on agreement between the parties on the Wife's Motion for Extension of Time to Answer Petitioner/Husband's Amended Petition, it is hereby ORDERED AND ADJUDGED as follows:

1. Respondent/Wife shall file a responsive pleading by July 11, 2012.
2. This Court retains jurisdiction for purposes of enforcement of this Order.

DONE AND ORDERED in Chambers, in Delray Beach, Palm Beach County, Florida on this 22 day of June, 2012.


ROSEMARIE SCHER
Circuit Court Judge

Copies provided:

Laura Schantz, Esq. 1555 N. Park Drive, Suite #103, Weston, Florida 33326

Charles Wender, Esq. 190 W. Palmetto Park Road, Boca Raton, Florida 33432

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE MARRIAGE OF: CASE NO: 50 2010 DR003810XXXXSB

LLOYD WICKBOLDT,

Petitioner/Husband,

and

JULIE M. GONZALEZ,

Respondent/Wife.

FILED
2012 JUN 28 AM 10:51
HONORABLE RICHARD D. CLAY
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

AMENDED ORDER FOR CONTINUANCE

THIS CAUSE having come on to be heard on ~~June 12, 2012~~ before this court pursuant to the Joint Stipulated Motion for Continuance and the Court having considered and examined the same and being otherwise fully advised in the premises, it is thereupon:

ORDERED AND ADJUDGED as follows:

- a. The Joint Stipulated Motion for Continuance is hereby Granted.
- b. The hearing scheduled for June 12, 2012 at 10:00 A.M. is hereby continued.
- c. The hearing shall be reset for December 20, 2012 from 2:30 p.m. – 3:30 p.m.

DONE AND ORDERED in Chambers at the Palm Beach County Courthouse, Fort Lauderdale, Florida this 27 day of June 2012.


HONORABLE JUDGE ROSEMARIE SCHER

Cc: Laura Schantz, Esq.
Charles Wender, Esq.

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE MARRIAGE OF: CASE NO: 502010DR003810XXXXSB/Div.FY

LLOYD G. WICKBOLDT ,

Petitioner/Husband,
and

JULIE M. GONZALEZ,

Respondent/Wife.

2012 JUL -3 AM 11:08
SHARON R. BROWN, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

**MOTION TO DISMISS/SEVER COUNTS III AND IV (MONEY DAMAGES AND
CONVERSION) OF HUSBAND'S AMENDED PETITION FOR DISSOLUTION OF
MARRIAGE**

COMES NOW the Respondent/Wife, by and through the undersigned attorney and hereby files this Motion to Dismiss and/or Motion to Sever the pursuant to Fla. R. Civ. Pro. 1.140 and Fla. R. Civ. Pro. 1.270(b) and as grounds therefore states the following:

1. The Petitioner/Husband filed his Petition for Dissolution of Marriage on March 24, 2010 which contained a count for Dissolution of Marriage and Annulment.
2. The Respondent/Wife filed her Answer and Counter-Petition on July 21, 2010.
3. On August 4, 2010, the Petitioner/Husband filed his Answer to Respondent/Wife's Counter-Petition.
4. On March 2, 2011, the Petitioner/Husband filed an Amended Petition adding a count for Conversion.
5. On March 16, 2011, the Respondent/Wife filed her Answer to the Amended Petition.

6. After more than 2 years of litigation, on June 11, 2012 this court entered an order allowing Petitioner/Husband to amend his Petition for the second time which added an extensive count for Money Damages.
7. The petition before this court currently shows Count I for Annulment, Count II for Dissolution, Count III for Money Damages and Count IV for Conversion.
8. Respondent/Wife filed or is filing an answer to Counts I and II.
9. Respondent/Wife moves the court to Dismiss and/or Sever Counts III and IV on the ground that this Court lacks jurisdiction of the subject-matter presented by the Complaint in that:
 - a. Count III of the complaint seeks money damages which is not the appropriate remedy to be sought in this court of equity. Pursuant to Sumlar v. Sumlar, 827 So.2d 1079 (Fla. 1st DCA 2002) “Because proceedings under chapter 61 are equitable in nature, they are “governed by basic rules of fairness as opposed to the strict rule of law.” Rosen, 696 So.2d at 700; § 61.011, Fla. Stat. (2000). This chapter is to be construed liberally and applied “[t]o mitigate the potential harm to the spouses and their children caused by the process of legal dissolution of marriage.” § 61.001(c), Fla. Stat. (2000).”
 - b. Additionally, the complaint prays for a jury trial which is not within the jurisdiction of the family courts;
 - c. Lastly, the proper remedy for the distribution of assets in divorce proceedings is equitable distribution and not the award of civil damages. If the Petitioner/Husband is awarded civil remedies as part of the divorce proceedings, the Respondent/Wife will be subject to double jeopardy.

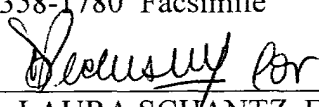
10. In the alternative, Respondent/Wife moves the Court for an Order to Sever Counts III and IV. Severance is requested on the grounds that the Petitioner/Husband prays for relief that is outside the jurisdiction of this court.

11. The Respondent/Wife has retained the undersigned counsel to represent her in regards to the above styled matter. The Respondent/Wife is required to pay a reasonable fee for her attorney's services. The Respondent/Wife has the need and the Petitioner/Husband has the ability to pay the Respondent/Wife's temporary and final reasonable attorney's fees and costs. Additionally, the Petitioner/Husband has a responsibility to act in good faith during this litigation and should not unnecessarily increase the cost of litigation by his unreasonable behavior thereby minimizing the parties' assets or maximizing debt, including attorney's fees.

WHEREFORE, the Respondent/Wife prays for the entry of an Order Dismissing Counts III and IV on the basis that the remedy sought is outside the jurisdiction of this court, or in the alternative that this court enters an order severing Counts III and IV and to award Respondent/Wife reasonable attorneys' fees.

I HEREBY CERTIFY that a copy of the foregoing has been sent by United States mail on this 27 day of June, 2012 to Charles Wender, Esq. 190 West Palmetto Park Road, Boca Raton, Florida 33432.

SCHANTZ & SCHANTZ, P.A.
1555 North Park Drive, Suite 103
Weston, Florida 33326
(954) 385-1536 Telephone
(954) 358-1780 Facsimile

BY:  #95705
LAURA SCHANTZ, ESQ.
Florida Bar No.: 351032

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE MARRIAGE OF: CASE NO: 502010dr003810XXXXSB/Div.FY

LLOYD G. WICKBOLDT ,

Petitioner/Husband,
and

JULIE M. GONZALEZ,

Respondent/Wife.

2012 JUL -3 AM 11:08
SHARON H. BLOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

ANSWER TO SECOND AMENDED PETITION FOR DISSOLUTION OF
MARRIAGE

COMES NOW the Respondent/Wife, JULIE M. GONZALEZ, through her undersigned attorney, and files her Answer to the Second Amended Petition for Dissolution of Marriage and further states as follows:

AS TO COUNT I

1. That the Respondent/Wife admits the allegations as contained in paragraph 2, of the Petitioner/Husband's Second Amended Petition for Dissolution of Marriage.
2. That the Respondent/Wife denies the allegations as contained in paragraphs 1, 3, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 of the Petitioner/Husband's Second Amended Petition for Dissolution of Marriage.
3. That the Respondent/Wife is without knowledge regarding the allegation contained in paragraphs 4 and 5 of the Petitioner/Husband's Second Amended Petition for Dissolution of Marriage and therefore same is denied.
4. Any allegation contained in Count I not specifically admitted is deemed denied.

AS TO COUNT II

1. That the Respondent/Wife admits the allegations as contained in paragraphs 18, 19, 20 of the Petitioner/Husband's Second Amended Petition for Dissolution of Marriage.

2. That the Respondent/Wife denies the allegations as contained in paragraphs 16, 21, 22, 23, 24, 25, 26 of the Petitioner/Husband's Second Amended Petition for Dissolution of Marriage.
3. That the Respondent/Wife admits in part and denies in part. Respondent/Wife admits that they were married in 2007 however denied that the precise date is unknown.
5. Any allegation not specifically admitted is deemed denied.
6. The Respondent/Wife has retained the undersigned counsel to represent her in regards to the above styled matter. The Respondent/Wife is required to pay a reasonable fee for her attorney's services. The Respondent/Wife has the need and the Petitioner/Husband has the ability to pay the Respondent/Wife's temporary and final reasonable attorney's fees and costs. Additionally, the Petitioner/Husband has a responsibility to act in good faith during this litigation and should not unnecessarily increase the cost of litigation by his unreasonable behavior thereby minimizing the parties' assets or maximizing debt, including attorney's fees.

I HEREBY CERTIFY that a copy of the foregoing has been sent by United States mail on this 27 day of June, 2012 to Charles Wender, Esq. 190 West Palmetto Park Road, Boca Raton, Florida 33432.

SCHANTZ & SCHANTZ, P.A.
1555 North Park Drive, Suite 103
Weston, Florida 33326
(954) 385-1536 Telephone
(954) 358-1780 Facsimile

BY: *Laura Schantz* for # 95705
LAURA SCHANTZ, ESQ.
Florida Bar No.: 351032

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE MARRIAGE OF:

CASE NO: 50 2010 DR003810XXXXSB /Div.FY

LLOYD G. WICKBOLDT,
Petitioner/Husband,
and

JULIE M. GONZALEZ,
Respondent/Wife

2012 JUL -5 AM 10:34
SHARON H. BOON, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

MOTION FOR EXTENSION OF TIME
TO COMPLY WITH PETITIONER'S SECOND REQUEST TO PRODUCE

COMES NOW the Respondent/Wife, JULIE M. GONZALEZ, by and through the undersigned attorney and files this Motion for Extension of Time to Comply with Petitioner's Second Request for Production and Interrogatories and in support thereof states the following:

1. The Respondent/Wife is in the process of gathering the necessary documents in order to comply with the Second Request for Production and interrogatories. However, the Respondent/Wife needs additional time to gather the documents needed to comply with it and therefore needs additional time to respond to same.
2. The Petitioner/Husband shall not be prejudiced if this Motion is granted.
3. This Motion is made in good faith and not for purposes of delay.

WHEREFORE the Respondent/Wife, JULIE M. GONZALEZ, respectfully requests this Honorable Court grant this Motion and allow the Respondent/Wife additional time within which to comply with Petitioner/Husband's Second Request for Production and Interrogatories.

I HEREBY CERTIFY that copy of the foregoing Motion for Extension of Time has been sent by United States mail on this 2 day of July, 2012 to: Charles Wender, Esq. 190 West Palmetto Park Road, Boca Raton, Florida 33432.

SCHANTZ & SCHANTZ, P.A.
1555 North Park Drive, Suite 103
Weston, Florida 33326
(954) 385-1536 Telephone
(954) 358-1780 Facsimile

BY: _____

Laura Schantz for #95705
LAURA SCHANTZ, ESQ.
Florida Bar No.: 351032

IN THE CIRCUIT COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT IN AND FOR PALM BEACH
COUNTY, FLORIDA

CASE NO. 502010DR003810XXXXSB/ Div. FY

IN RE: The Marriage of
LLOYD G. WICKBOLDT,

Petitioner,

and

JULIE M. GONZALEZ,

Respondent.

FILED
2012 JUL 12 PM 2:19
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

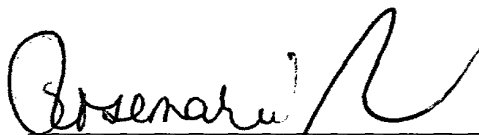
=====◇=====

**AGREED ORDER SEVERING
COUNTS THREE AND FOUR**

THIS MATTER, having come on before the Court on the Respondent/Wife's motion to dismiss or sever Counts Three and Four of the Second Amended Petition, and the Petitioner/Husband not objecting to their severance, it is hereby

ORDERED, that Counts Three and Four of the Second Amended Petition are severed, and transferred to the Central Division for **TRIAL BY JURY**. Upon payment of the appropriate fee, the Clerk of this Court is directed to open a new file under Counts Three and Four of the Second Amended Petition.

DONE and ORDERED in Chambers at Delray Beach, Palm Beach County, Florida, on this 11 day of July 2012.



ROSEMARIE SCHER
CIRCUIT JUDGE

Copies Furnished To:

CHARLES WENDER, Attorney-at-Law, Chartered, 190 W. Palmetto Park Road, Boca Raton, FL 33432
Laura Schantz, Esquire, SCHANTZ & SCHANTZ, P.A., 1555 N. Park Drive, Suite 103, Weston, FL 33326

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO.: 502010DR003810XXXXSB
DIVISION: FY

IN RE: The Marriage of

LLOYD G. WICKBOLDT,
Petitioner,

and

JULIE M. GONZALEZ
_____ /

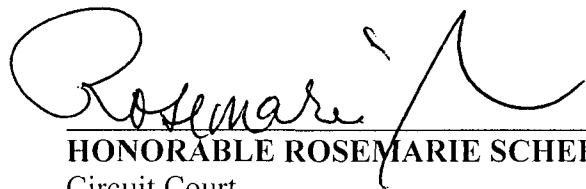
FILED
2012 AUG -7 AM 10:37
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

AMENDED ORDER SEVERING COUNTS THREE AND FOUR

THIS MATTER, having come on before the Court, in Chambers, on Agreed Order Severing Counts Three and Four on the Respondent/Wife's motion to dismiss or sever Counts Three and Four of the Second Amended Petition, and the Petitioner/Husband not objecting to their severance, after considering administrative concerns, it is hereby,

ORDERED AND ADJUDGED that Counts Three and Four of the Second Amended Petition are severed for purposes of trial and Counts One and Two shall be heard non-jury trial.

DONE AND ORDERED in Chambers at Delray Beach, Palm Beach County, Florida on this 6th day of August, 2012.



HONORABLE ROSEMARIE SCHER
Circuit Court

Copies furnished to:
Charles Wender, Esq., 190 W. Palmetto Park Road, Boca Raton, FL 33432
Laura Schantz, Esq., 1555 N. park Drive, Suite 103. Weston, FL 33326

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 502010 DR 003810 XXX SB
DIVISION: FY

LLOYD Wickbott
Petitioner,

FAMILY DIVISION

and
Julie M Gonzalez
Respondent.

FILED
2012 SEP 19 PM 3:53
HAROLD R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

ORDER SETTING TRIAL

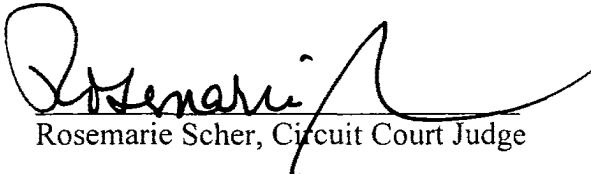
THIS CASE came before the Court, for a status conference on Aug 22, 2012, Notice to Set Cause for Trial having been filed by one of the parties. After review of the file, it is hereby

ORDERED AND ADJUDGED that this case is set for trial on June 28, 2013, before the Honorable Rosemarie Scher in Courtroom 2, South County Courthouse, Delray Beach, Florida. 2 day(s) has been reserved for this trial. The matters to be heard are Annulment / Divorce (DE # 126) and Court (DE # 10).

The Petitioner and the Respondent have an obligation to make a good faith effort to resolve this case. Towards that end, the parties are ordered to attend a pre-trial mediation that must take place no later than thirty (30) days before the first day of trial of this case. Failure to attend pre-trial mediation absent an order waiving same may result in the striking of the case from the trial docket and/or additional sanctions.

If either party seeks implementation of the Uniform Pretrial Procedures Family Division Fifteenth Judicial Circuit, he or she shall submit to the Court a pleading requesting same within fifteen (15) days of the date of the Order Setting Trial, along with stamped envelopes addressed to all counsel and pro se litigants in this case and an order establishing pretrial procedures will automatically be entered. If an interpreter is needed for a party or witness in this case, it shall be the responsibility of the party needing same to provide a qualified interpreter.

DONE AND ORDERED in West Palm Beach, Palm Beach County, Florida this ____ day of Sept 14, 2012.


Rosemarie Scher, Circuit Court Judge

Copies furnished:

This notice is provided pursuant to Administrative Order No. 2.207-6/10

“If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Krista Garber, Americans with Disabilities Act Coordinator, Palm Beach County Courthouse, 205 North Dixie Highway West Palm Beach, Florida 33401; telephone number (561) 355-4380 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.”

“Si usted es una persona minusválida que necesita algún acomodamiento para poder participar en este procedimiento, usted tiene derecho, sin tener gastos propios, a que se le provea cierta ayuda. Tenga la amabilidad de ponerse en contacto con Krista Garber, 205 N. Dixie Highway, West Palm Beach, Florida 33401; teléfono número (561) 355-4380, por lo menos 7 días antes de la cita fijada para su comparecencia en los tribunales, o inmediatamente después de recibir esta notificación si el tiempo antes de la comparecencia que se ha programado es menos de 7 días; si usted tiene discapacitación del oído o de la voz, llame al 711.”

“Si ou se yon moun ki enfim ki bezwen akomodasyon pou w ka patisipe nan pwosedi sa, ou kalifye san ou pa gen okenn lajan pou w peye, gen pwovizyon pou jwen kèk èd. Tanpri kontakte Krista Garber, kòdonatè pwogram Lwa pou ameriken ki Enfim yo nan Tribinal Konte Palm Beach la ki nan 205 North Dixie Highway, West Palm Beach, Florida 33401; telefòn li se (561) 355-4380 nan 7 jou anvan dat ou gen randevou pou parèt nan tribinal la, oubyen imedyatman apre ou fin resevwa konvokasyon an si lè ou gen pou w parèt nan tribinal la mwens ke 7 jou; si ou gen pwoblèm pou w tande oubyen pale, rele 711.”

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE MARRIAGE OF: CASE NO: 50 2010 DR003810XXXXSB FY

LLOYD G. WICKBOLDT,

Petitioner/Husband,

and

JULIE M. GONZALEZ,

Respondent/Wife.

2012 NOV 20 AM 11:28
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

MOTION FOR ATTORNEY'S FEES AND COSTS

COMES NOW the Respondent/Wife, JULIE M. GONZALEZ, by and through undersigned attorney, and pursuant to Florida Statutes 61, moves this court to award her both attorney's fees and costs and further alleges:

1. The Petitioner/Husband has filed his Petition for Dissolution of Marriage on March 24, 2010.
2. A year later, in March 2011, Petitioner/Husband filed an Amended Petition.
3. After more than 2 years of litigation, the Petitioner/Husband filed a Second Amended Petition for Dissolution on June 11, 2012.
4. That the Respondent/Wife is seeking attorney fees and costs. The Respondent/Wife has the need and the Petitioner/Husband has the ability to pay attorneys' fees
5. Furthermore, since the beginning of these proceedings, the Petitioner/Husband engaged in a tremendous amount of litigation which was unnecessary and made false allegations against the Respondent/Wife which forced the Respondent/Wife to spend a tremendous amount of money in attorneys' fees and costs.

DWB

6. That the Petitioner/Husband earns more than \$20,000 a month in disability payments, and the Respondent/Wife earns \$9 per hour at a retail store.
7. That the present case should have been resolved a long time ago, especially due to the fact that this is a short term marriage and there are no minor children.
8. The Petitioner/Husband has an income far in excess of the Respondent/Wife's and is fully capable of providing the Respondent/Wife with the necessary funds for payment of legal services rendered by the Respondent/Wife's counsel in this matter. The Respondent/Wife does not have the financial ability to pay attorney's fees and costs associated with this litigation.
9. The Respondent/Wife has the need and the Petitioner/Husband has the ability to pay attorney fees costs to the Respondent/Wife.
10. The Respondent/Wife asks the Court for an order requiring the Petitioner/Husband, to pay her reasonable attorney's fees and costs which are the result of the Husband's current conduct. Rosen v. Rosen, 696 So.2d 697 (Fla. 1997). Mettler v. Mettler, 569 So.2d 496 (Fla. 4th DCA 1990). Without doubt, the Petitioner/Husband is participating in vexatious litigation and therefore should be punished by paying the Respondent/Wife's reasonable attorney's fees and costs. Sonson v. Sonson, 815 So.2d 685 (Fla. 3rd DCA 2002).
11. The Respondent/Wife has had to retain the law firm of Schantz & Schantz, P.A in order to represent her in this action and is obligated to pay the firm reasonable attorney fees.

WHEREFORE the Respondent/Wife, JULIE M. GONZALEZ, respectfully requests this Honorable Court to enter an order requiring the Petitioner/Husband to pay attorney fees and costs to the Respondent/Wife.

I HEREBY CERTIFY that copy of the foregoing Motion for Extension of Time has been sent by e-mail on this 14 day of November, 2012 to: Charles Wender, Esq. 190 West Palmetto Park Road, Boca Raton, Florida 33432, wenderlaw@aol.com.

SCHANTZ & SCHANTZ, P.A.
1555 North Park Drive, Suite 103
Weston, Florida 33326
(954) 385-1536 Telephone
(954) 358-1780 Facsimile
mail@schantzandschantz.com

BY: *Laura Schantz* for # 95705
LAURA SCHANTZ, ESQ.
Florida Bar No.: 351032

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: The Marriage of

LLOYD G. WICKBOLDT,

Petitioner,

CASE NO. 502010DR003810XXXXSB/ Div. FY

and

JULIE M. GONZALEZ,

Respondent.

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
FAMILY COURT
2013 FEB 21 PM 3:58

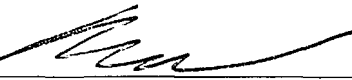
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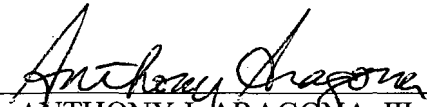
STIPULATION FOR SUBSTITUTION OF COUNSEL

IT IS HEREBY STIPULATED, by and between undersigned counsel that the law firm of CHARLES WENDER, ATTORNEY-AT-LAW, CHARTERED, will withdraw as attorney of record for LLOYD G. WICKBOLDT, and that ANTHONY J. ARAGONA, III of the law firm of ANTHONY J. ARAGONA III, P.A. shall be substituted as counsel of record.

CHARLES WENDER, ATTORNEY-AT-LAW,
CHARTERED
190 West Palmetto Park Road
Boca Raton, FL 33432
Tel: (561) 368-7004

ANTHONY J. ARAGONA III, P.A.
5097 Sancerre Circle
Lake Worth, FL 33463
Tel: (561) 649-1790

BY: 
CHARLES WENDER
Florida Bar No. 246271

BY: 
ANTHONY J. ARAGONA, III
Florida Bar No. 36676

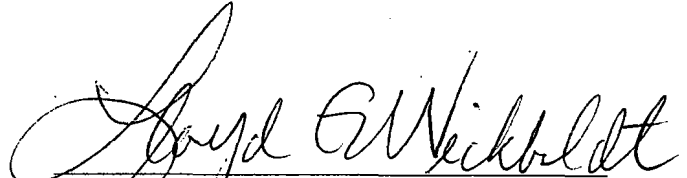
DATED: 2/7/2013

DATED: 2/7/13

ANTHONY J. ARAGONA III, P.A.
5097 Sancerre Circle · Lake Worth, Florida 33463
(561) 649-1790 · (561) 649-6767

CLIENT'S CONSENT TO SUBSTITUTION OF COUNSEL

Pursuant to Rule 2.060(h), Florida Rules of Judicial Administration, LLOYD G. WICKBOLDT, individually, hereby consents to the law firm of ANTHONY J. ARAGONA III, P.A. being substituted as counsel of record in place of the law firm of CHARLES WENDER, ATTORNEY-AT-LAW, CHARTERED.


LLOYD G. WICKBOLDT

Copies furnished to

Laura Schantz, Esq., Schantz & Schantz, P.A., 1555 North Park Drive, Suite 103, Weston, FL 33326

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH, COUNTY FLORIDA

IN RE: THE MARRIAGE OF: CASE NO: 50 2010 DR003810XXXXSB FY

LLOYD G. WICKBOLDT,

Petitioner/Husband,
and

JULIE M. GONZALEZ,

Respondent/Wife.

FILED
2013 FEB 22 AM 10:39
HARRON R. BOCK, CLERK
PALM BEACH COUNTY
SOUTH CITY BRANCH

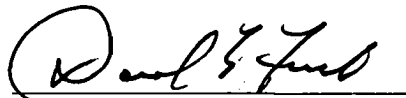
ORDER SPECIALLY SETTING HEARING

THIS CAUSE came before the Court and it is hereby specially set for hearing on Respondent/Wife's Motion for Exclusive Use and Possession of Vehicle, Motion to Vacate Freeze on Respondent/Wife's Amtrust Premarital Certificate of Deposit and Motion for Return of Personal Property on March 25, 2013 at 9:00 AM at the Palm Beach County Courthouse, 200 West Atlantic Avenue, Courtroom 2, Delray Beach, FL 33444.

The length of this hearing will be 1 hour.

THIS MATTER CANNOT BE CANCELLED WITHOUT FURTHER COURT ORDER.

DONE AND ORDERED at West Palm Beach, Palm Beach County, Florida, on this 19 day of February, 2013.



DAVID E. FRENCH
Circuit Court Judge

Copy furnished:
Laura Schantz, Esq.
Charles Wender, Esq.

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: The Marriage of

LLOYD G. WICKBOLDT,

Petitioner,

and

JULIE M. GONZALEZ,

Respondent.

CASE NO. 502010DR003810XXXXSB/ DR 13 FY

FILED
2013 FEB 26 AM 4:34
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY. BRANCH-FILED

AGREED ORDER APPROVING STIPULATION FOR SUBSTITUTION OF COUNSEL

THIS CAUSE is before the Court upon the Stipulation for Substitution of Counsel for Plaintiff, Lloyd G. Wickboldt filed with the Court on February 21, 2013. Having reviewed the Stipulation, it is hereby **ORDERED** and **ADJUDGED** that:

1. The Stipulation for Substitution of Counsel is **APPROVED**. ANTHONY J. ARAGONA III, P.A. and Anthony J. Aragona, III, Esq. shall be substituted as counsel for Plaintiff, Lloyd G. Wickboldt, in place of Charles Wender, Esq.

DONE and **ORDERED** in Chambers at Palm Beach County, Florida this 25 day of February, 2013.


CIRCUIT COURT JUDGE

Copies furnished to:

Anthony J. Aragona, III, Esq., 5097 Sancerre Cir., Lake Worth, FL 33463

Laura Schantz, Esq., Schantz & Schantz, P.A., 1555 North Park Drive, Suite 103, Weston, FL 33326

Charles Wender, Esq., 190 West Palmetto Park Road, Boca Raton, FL 33432

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: The Marriage of

LLOYD G. WICKBOLDT,

Petitioner,

and

JULIE M. GONZALEZ,

Respondent.

CASE NO. 502010DR003810XXXXSB/DK/FY

FILED 1
2013 MAR -5 PM 4:10
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
FAMILY COURT

PETITIONER'S MOTION TO POSTPONE HEARING SET FOR MARCH 25, 2013

Petitioner, Lloyd G. Wickboldt, by and through undersigned counsel, hereby moves this Honorable Court to postpone and reset the hearing scheduled for March 25, 2013 at 9:00 a.m. on Respondent/Wife's Motion for Exclusive Use and Possession of Vehicle, Motion to Vacate Freeze on Respondent/Wife's Amtrust Premarital Certificate of Deposit and Motion for Return of Personal Property, and as grounds therefor, states:

1. This hearing was set by this Court's Order dated February 19, 2013 ("Order"), a true and correct copy of which is attached hereto as Exhibit "A". The undersigned, new counsel in this case, received a copy of the Order on February 26, 2013, after requesting same from opposing counsel, who had recently advised that there was a hearing scheduled on March 25, 2013, which was not known to the undersigned.

2. While this hearing date was apparently coordinated with predecessor counsel, the undersigned was not advised of this, in all likelihood because the Order was not entered until February 19, 2013, which was during the transition of the undersigned's appearance as new counsel in this matter.

ANTHONY J. ARAGONA III, P.A.
5097 Sancerre Circle · Lake Worth, Florida 33463
(561) 649-1790 · (561) 649-6767

000252

3. On February 25, 2013, the Court signed an Agreed Order Approving Stipulation for Substitution of Counsel, a true and correct copy of which is attached hereto as Exhibit "B".

4. On February 26, 2013, the undersigned was advised by the Court's Judicial Assistant that a hearing previously set for March 12, 2013 on Respondent's Motion for Attorney's Fees was cancelled, due to the Court's suspension of its calendar for the week of March 11, 2013. The hearing had been set by the predecessor Judge, the Honorable Rosemarie Scher.

5. Since the undersigned has only officially taken over as Petitioner's counsel on this case on February 25, 2013, and is just getting up to speed and reviewing 8 boxes of files, he is not prepared to fully review the allegations and legal authority with regard to the pending Motions, respond to same and argue the hearing set for March 25, 2013.

6. The undersigned has requested a postponement of the hearing from opposing counsel, Laura Schantz, Esq., but she is not agreeable to a postponement.

7. The undersigned has suggested to Ms. Schantz, and suggests to the Court, that the March 25, 2013 hearing should be cancelled and reset due to the following: the hearing date was not coordinated with the undersigned; the undersigned needs additional time to review the file, and file responses to the pending Motions; the undersigned is working on several Motions that will be filed soon by the Petitioner, including an Objection to Subpoena issued on March 25, 2013 by the Respondent, and a Motion to Compel Respondent to divulge her address for legal process in the companion civil case; and that the Petitioner's Motion for Attorney's Fees also needs to be reset for a future date.

8. The undersigned has suggested that the parties agree to set a hearing, between the dates of April 20, 2013 and May 30, 2013 (with the exception of April 29-May 9, as the undersigned is unavailable on a previously scheduled trip), for a 3 hour block of time, on all

pending Motions, including, but not limited to: Respondent's Motion for Attorney's Fees; Respondent/Wife's Motion for Exclusive Use and Possession of Vehicle, Motion to Vacate Freeze on Respondent/Wife's Amtrust Premarital Certificate of Deposit and Motion for Return of Personal Property; Petitioner's Objection to Subpoena; Petitioner's Motion to Compel Respondent to divulge her address for legal process in the companion civil case; and any other matters that are pending before the Court.

9. Opposing counsel will not agree to the setting of an omnibus hearing as suggested in Paragraph 8 above, but the undersigned believes in good faith, that given the circumstances and posture of this case, an omnibus hearing on pending matters that would allow time for the undersigned to familiarize himself with this file and to file appropriate Responses, Objections and Motions, and would be the most efficient and reasonable way to proceed, for both the Court as well as the parties and their attorneys, instead approaching all of these pending matters on an ad hoc basis.

10. This matter was currently set for trial by the predecessor Judge, the Honorable Judge Rosemarie Scher, for June 28, 2013. The undersigned believes that this trial date may need to be continued, because of a number of pending issues in this cause, as well as that this setting was not coordinated with this Court's calendar.


11. Accordingly, the undersigned counsel hereby requests that the hearing on various Motions currently scheduled on March 25, 2013 at 9:00 a.m., be continued until a date after April 20, 2013, mutually convenient for the Court and the parties, to allow additional time for the undersigned to review and evaluate this case, and file appropriate Responses, Motions and Objections, and that this Court considers setting an omnibus hearing on all pending Motions in the interest of judicial efficiency.

WHEREFORE, Petitioner, Lloyd G. Wickboldt, respectfully requests this Honorable Court to grant the aforementioned Motion and enter an Order rescheduling the hearing currently set on March 25, 2013 to a date after April 20, 2013, in order to hear all pending Motions and Objections in this matter.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and accurate copy of the foregoing has been sent by U.S. Mail and e-mail (laura@schantzandschantz.com) to Laura Schantz, Esquire, SCHANTZ & SCHANTZ, P.A., 1555 North Park Drive, Suite 103, Weston, FL 33326 on this 1ST day of March, 2013.

ANTHONY J. ARAGONA III, P.A.
Attorney for Petitioner
5097 Sancerre Circle
Lake Worth, Florida 33463
Telephone: (561) 649-1790
Facsimile: (561) 649-6767
anthony.aragona@att.com (Primary)
tony3001@bellsouth.net (Secondary)


ANTHONY J. ARAGONA, III
Florida Bar No. 36676

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH, COUNTY FLORIDA

IN RE: THE MARRIAGE OF: CASE NO: 50 2010 DR003810XXXXSB FY

LLOYD G. WICKBOLDT,

Petitioner/Husband,
and

JULIE M. GONZALEZ,

Respondent/Wife.

ORDER SPECIALLY SETTING HEARING

THIS CAUSE came before the Court and it is hereby specially set for hearing on Respondent/Wife's Motion for Exclusive Use and Possession of Vehicle, Motion to Vacate Freeze on Respondent/Wife's Amtrust Premarital Certificate of Deposit and Motion for Return of Personal Property on March 25, 2013 at 9:00 AM at the Palm Beach County Courthouse, 200 West Atlantic Avenue, Courtroom 2, Delray Beach, FL 33444.

The length of this hearing will be 1 hour.

THIS MATTER CANNOT BE CANCELLED WITHOUT FURTHER COURT ORDER.

DONE AND ORDERED at West Palm Beach, Palm Beach County, Florida, on this ____ day of February, 2013.

SIGNED & DATED
FEB 19 2013
DAVID E. FRENCH
Circuit Court Judge

JUDGE DAVID E. FRENCH

Copy furnished:
Laura Schantz, Esq.
Charles Wender, Esq.

EXHIBIT "A"
000256

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: The Marriage of

LLOYD G. WICKBOLDT,

Petitioner,

CASE NO. 502010DR003810XXXXSB/ Div. FY

and

JULIE M. GONZALEZ,

Respondent.

AGREED ORDER APPROVING STIPULATION FOR SUBSTITUTION OF COUNSEL

THIS CAUSE is before the Court upon the Stipulation for Substitution of Counsel for Plaintiff, Lloyd G. Wickboldt filed with the Court on February 21, 2013. Having reviewed the Stipulation, it is hereby **ORDERED** and **ADJUDGED** that:

1. The Stipulation for Substitution of Counsel is **APPROVED**. ANTHONY J. ARAGONA III, P.A. and Anthony J. Aragona, III, Esq. shall be substituted as counsel for Plaintiff, Lloyd G. Wickboldt, in place of Charles Wender, Esq.

DONE and **ORDERED** in Chambers at Palm Beach County, Florida this ___ day of _____, 2013.

SIGNED & DATED
FEB 25 2013
CIRCUIT COURT JUDGE
JUDGE DAVID E. FRENCH

Copies furnished to:

Anthony J. Aragona, III, Esq., 5097 Sancerre Cir., Lake Worth, FL 33463

Laura Schantz, Esq., Schantz & Schantz, P.A., 1555 North Park Drive, Suite 103, Weston, FL 33326

Charles Wender, Esq., 190 West Palmetto Park Road, Boca Raton, FL 33432

EXHIBIT 000257

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA**

IN RE: The Marriage of

LLOYD G. WICKBOLDT,

Petitioner,

and

JULIE M. GONZALEZ,

Respondent.

CASE NO. 502010DR003810XXXXSB/ Div. FY

FILED 1
12 MAR 12 PM 4:14
HARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
FAMILY COURT

PETITIONER'S OBJECTION TO SUBPOENA DUCES TECUM

Petitioner, Lloyd G. Wickboldt, by and through undersigned counsel, hereby files this Objection to the Respondent's Notice of Intent to Issue Subpoena Duces Tecum to Lexus of Pembroke Pines, a true and correct copy of which is attached hereto as Exhibit "A", and in support states as follows:

1. The subject subpoena seeks service records relating to Petitioner's pre-marital automobile which Respondent has refused to give back to Petitioner, and now is seeking exclusive use and possession of.

2. The requested service records are not relevant to any issue in these proceedings, and are not reasonably calculated to lead to the discovery of any admissible evidence in this matter, which is the standard for issuance of a subpoena to a third party. Fla. R. Civ. P. 1.280(b)(1).

3. The undersigned has inquired with opposing counsel who is issuing the subject subpoena, Dana Pechersky, Esq., prior to the filing of this Objection, in a good faith effort to resolve this matter, as to how the subject Subpoena can possibly lead to the discovery of

ANTHONY J. ARAGONA III, P.A.
5097 Sancerre Circle · Lake Worth, Florida 33463
(561) 649-1790 · (561) 649-6767

000258

admissible evidence in this matter, and counsel replied only that "[y]ou can file the objection and set it for hearing."

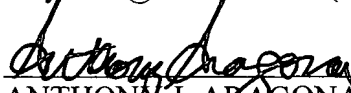
4. Finally, the attorney issuing the subpoena, Dany Pechersky, Esq. is not counsel of record in this matter, a requirement for the issuance of a subpoena pursuant to Fla. R. Civ. P. 1.410(a). Although her address is the same as the attorney of record, Laura Schantz, she does not issue such subpoena as an attorney of record nor on behalf of the firm and is not listed as an attorney of record for this matter.

WHEREFORE, Petitioner, Lloyd G. Wickboldt, respectfully requests this Honorable Court to quash the subpoena issued by Respondent's counsel on February 25, 2013 and such other and further relief as this Court deems appropriate.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and accurate copy of the foregoing has been sent by e-mail (laura@schantzandschantz.com) to Laura Schantz, Esquire and to Dana Pechersky, Esq. (dPechersky@schantzandschantz.com), SCHANTZ & SCHANTZ, P.A., 1555 North Park Drive, Suite 103, Weston, FL 33326 on this 7th day of March, 2013.

ANTHONY J. ARAGONA III, P.A.
Attorney for Petitioner
5097 Sancerre Circle
Lake Worth, Florida 33463
Telephone: (561) 649-1790
Facsimile: (561) 649-6767
anthony.aragona@att.com (Primary)
tony3001@bellsouth.net (Secondary)



ANTHONY J. ARAGONA, III
Florida Bar No. 36676

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE MARRIAGE OF: CASE NO: 50 2010 DR003810XXXXSB FY

LLOYD G. WICKBOLDT,

Petitioner/Husband,
and

JULIE M. GONZALEZ,

Respondent/Wife.

NOTICE OF INTENT TO ISSUE SUBPOENA DUCES TECUM

TO: Anthony J. Aragona, Esq.
 Via e-mail at anthony.aragona@att.net

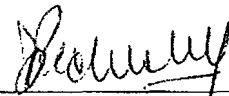
YOU ARE NOTIFIED that after 10 days from the date of service of this notice the undersigned will apply to the Clerk of this Court for issuance of the attached subpoena duces tecum directed to the following:

a. **Lexus of Pembroke Pines**

who are not a parties, to produce the items listed at the time and place specified in the subpoena. Objection to the issuance of this subpoena must be filed with the Clerk within 10 days.

I HEREBY CERTIFY that this notice of production to non-party was furnished by e-mail to the person(s) listed above this on this 25 day of February, 2013.

By: _____


DANA PECHERSKY, ESQ.
Florida Bar No. 95705
1555 North Park Drive, Suite 103
Weston, FL 33326
954-385-1536 P
954-358-1780 F

EXHIB000260

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE MARRIAGE OF: CASE NO: 50 2010 DR003810XXXXSB FY.

LLOYD G. WICKBOLDT,

Petitioner/Husband,
and

JULIE M. GONZALEZ,

Respondent/Wife.

SUBPOENA DUCES TECUM WITHOUT DEPOSITION

STATE OF FLORIDA

TO: **Lexus of Pembroke Pines
163 Pines Boulevard
Pembroke Pines, FL**

YOU ARE COMMANDED to provide to the Law Offices of Schantz and Schantz, 1555 N Park Dr. Suite 103, Weston, FL 33326 on or before **March 20, 2013**,

any of the following:

- a. **Copies of any and all service records from January, 2006 through the present date for Julie Gonzalez and/or Lloyd G. Wickboldt, evidencing any and all services performed and received on the 2006 Lexus, IS350, 4door color BLU., having a VIN number of JTHBE262762005254.**

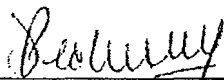
You will not be required to surrender the original items. You have the right to object to the production pursuant to this Subpoena at any time before production by giving written notice to the attorney whose name appears on this Subpoena. **THIS WILL NOT BE A DEPOSITION. NO TESTIMONY WILL BE TAKEN.**

If you fail to:

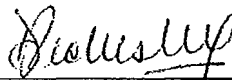
1. Provide as specified; or
2. Furnish the records as requested as provided above; or
2. Object to this Subpoena.

you may be in contempt of Court. You are subpoenaed to appear by the following attorney, and unless excused from this Subpoena by this attorney or the Court, you shall respond to this Subpoena as directed.

DATED this _____ day of _____, 2013.



DANA PECHERSKY, ESQ.
Attorney for the Petitioner/Former-Wife
1555 North Park Drive, Suite 103
Weston, FL 33326
(954) 385-1536 Telephone
Florida Bar No.: 95705



DANA PECHERSKY, ESQ.
For the Court

IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT IN AND FOR PALM
BEACH COUNTY, FLORIDA FAMILY DIVISION

CASE NO. SO 2010 DR 06 3810 XXXSB FY

IN RE: The marriage of
LLOYD G. WICKBOLOT

Petitioner

and

JULIE M. GONZALEZ
Respondent

FILED
2013 MAR 26 PM 3:
JENNIFER R. BOGGS, CLERK
PALM BEACH COUNTY
SOUTH CITY BRANCH

ORDER on Petitioner's Respondent's

Motion TO POSTPONE HEARING SET FOR MARCH 25 2013
OBJECTION TO SUBPOENA DUCES TECUM TO LEXUS OF PALM BEACH
THIS MATTER having come before the Court on the above-styled Motion Based upon

the Motion and argument of counsel, it is

ORDERED AND ADJUDGED that the Motion is Granted Denied

OBJECTION TO SUBPOENA IS OVERRULED, MOTION TO
POSTPONE MARCH 25, 2013 HEARING IS DENIED.

ORDERED in Palm Beach County, Florida, this 21 day of March, 2013.


Circuit Court Judge

Copies furnished:

- Petitioner/Petitioner's Attorney
- Respondent/Respondent's Attorney
- Case Manager
- Magistrate

ANTHONY J. ARAGONA, 5097 S.W. 20th Ave. Lake Worth, FL 33463
DANA PECHERSKY, 1555 N. PARK DRIVE, SUITE 103, WESTON, FL 33336 Form 47

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE MARRIAGE OF:

CASE NO: 50 2010 DR003810XXXXSB

LLOYD WICKBOLDT,
Petitioner/Husband,

and
JULIE M. GONZALEZ,
Respondent/Wife

STATE OF FLORIDA
PALM BEACH COUNTY
SOUTH CITY BRANCH
FILED

2013 MAR 27 AM 10:17

RESPONSE TO PETITIONER'S SECOND REQUEST TO PRODUCE

COMES NOW, the Respondent/Wife, JULIE M. GONZALEZ , by and through the undersigned attorney and pursuant to the Florida Rules of Civil Procedure and files this Response to Petitioner's Second Request to Produce:

1. That the items requested in paragraphs 1 (a) and 1 (b) are attached.

I HEREBY CERTIFY that a true and correct copy was furnished by e- mail on this 20 day of March, 2013 to Anthony J. Aragona, III, Esq. Via e-mail: anthony.aragona@att.com and by U.S. mail 5097 Sancerre Circle, Lake Worth, Fl. 33432.

SCHANTZ & SCHANTZ, P.A.
1555 North Park Drive, Suite 103
Weston, FL 33326
(954) 385-1536
(954) 358-1780 Facsimile
mail@schantzandschantz.com

BY:


LAURA SCHANTZ, ESQ.
Florida Bar # 351032

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA**

IN RE: The Marriage of

LLOYD G. WICKBOLDT,

Petitioner,

and

JULIE M. GONZALEZ,

Respondent.

CASE NO. 502010DR003810XXXXSB/ Div. FY

FILED
2013 APR -14 PM 3:51
CLARENCE R. BROWN, CLERK
PALM BEACH COUNTY
SOUTH CITY BRANCH

**ORDER ON RESPONDENT'S MOTION FOR RETURN OF PERSONAL PROPERTY,
MOTION FOR EXCLUSIVE USE AND POSSESSION OF VEHICLE AND MOTION TO
VACATE FREEZE ON RESPONDENT/WIFE'S AMTRUST PREMARITAL
CERTIFICATE OF DEPOSIT**

THIS CAUSE came before the Court on March 25, 2013, upon the Respondent's Motion for Return of Personal Property, Motion for Exclusive Use and Possession of Vehicle and Motion to Vacate Freeze on Respondent/Wife's Amtrust Premarital Certificate of Deposit, and the undersigned Judge, having been provided with all pertinent documents by counsel for both parties, having heard testimony of the parties and argument of counsel upon the above Motions, and being otherwise fully advised in the premises herein, it is,

ORDERED AND ADJUDGED as follows:

1. Respondent's Motion for Return of Personal Property is granted only to the extent that Petitioner return any and all documents or personal property in his possession, custody or control to Respondent's counsel within 15 days from the date of entry of this Order.
2. Respondent's Motion for Exclusive Use and Possession of Vehicle is granted during the pendency of this action, but the Court makes no requirement that the Petitioner make

any payments, current or arrears, towards the subject vehicle, a 2006 Lexus IS 350, VIN #JTHBE262762005254.

3. Respondent's Motion to Vacate Freeze on Respondent/Wife's Amtrust Premarital Certificate of Deposit is **DENIED**.

4. This Court further orders that due to the Respondent's refusal to provide her current address, that counsel for the Respondent, Schantz & Schantz, P.A., 1555 North Park Drive, Suite 103, Weston, FL 33326, shall accept service of any and all correspondence or legal papers on behalf of the Respondent, whether it is regarding the instant case or any other matter, whether delivered by U.S. Mail, Certified Mail, Return Receipt Requested, process server, hand delivery, e-mail or any other reasonable means of service or delivery and that delivery or service of any such correspondence or legal paper to Respondent's counsel shall constitute valid legal service upon the Respondent.

DONE and **ORDERED** in Chambers at Palm Beach County, Florida this 4 day of April, 2013.


CIRCUIT COURT JUDGE


Copies furnished to:

Anthony J. Aragona, III, Esq., 5097 Sancerre Cir., Lake Worth, FL 33463

Dana Pechersky, Esq., Schantz & Schantz, P.A., 1555 North Park Drive, Suite 103, Weston, FL 33326

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished
by e-mail this 29 day of April, 2013 to: Anthony J. Aragona, III, Esq., via e-mail
anthony.aragona@att.com and Julie M. Gonzalez, via confidential e-mail.

SCHANTZ & SCHANTZ, P.A.
1555 North Park Drive, Suite 103
Weston, Florida 33326
(954) 385-1536 Telephone
(954) 358-1780 Facsimile
mail@schantzandschantz.com

BY: 
LAURA SCHANTZ, ESQ.
Florida Bar No.: 351032

*** FILED: PALM BEACH COUNTY, FL SHARON BOCK, CLERK. ***

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA**

IN RE: The Marriage of

LLOYD G. WICKBOLDT,

CASE NO. 502010DR003810XXXXSB/ Div. FY

Petitioner,

and

JULIE M. GONZALEZ,

Respondent.

_____ /

PETITIONER'S MOTION TO SET EXPEDITED PRETRIAL CONFERENCE

Petitioner, Lloyd G. Wickboldt, by and through undersigned counsel, hereby moves this Honorable Court to set, on an expedited basis, a Pretrial Conference pursuant to Family Law Rule of Procedure 12.200, and as grounds therefor, states:

1. This cause was set for trial by Order dated September 14, 2012, by the predecessor Judge in this matter, the Honorable Judge Rosemarie Scher ("Trial Order"). A true and correct copy of the Trail Order is attached hereto as Exhibit "1". Trial is set for June 28, 2013 at 10:00 a.m. for 1 and 1/2 days. Both counsel for the Respondent and Petitioner who were in this matter when the Trial Order was entered, and who have since withdrawn, failed to timely move (within 15 days of the Trial Order) to implement the Uniform Pretrial Procedures of the Family Division, Fifteenth Judicial Circuit. The Respondent has not obtained new counsel, and although the Order Granting the Respondent's counsel's Motion to Withdraw, while providing the mailing address for the Respondent, does not provide a telephone number or e-mail address for the Respondent, so the undersigned cannot contact Respondent except by U.S. Mail in order to discuss pretrial matters. The Court ordered Respondent's withdrawing counsel to provide

ANTHONY J. ARAGONA III, P.A.
5097 Sancerre Circle · Lake Worth, Florida 33463
(561) 649-1790 · (561) 649-6767

Respondent's e-mail address to the Court.

2. Family Law Rule of Procedure 12.200(b) provides that:

Pretrial Conference: After the action is at issue the court itself may or shall on the timely motion of any party require the parties to appear for a conference to consider and determine:

- (1) proposed stipulations and the simplification of the issues;
- (2) the necessity or desirability of amendments to the pleadings;
- (3) the possibility of obtaining admissions of fact and of documents that will avoid unnecessary proof;
- (4) the limitation of the number of expert witnesses; and
- (5) any matters permitted under subdivision (a) of this rule.

3. While simultaneous to the filing of this Motion, Petitioner has disclosed its sole expert witness on the issues of the Respondent's handling of and embezzlement of the Petitioner's monies, there remains the disclosure of witness and exhibit lists, discovery cutoff, joint pretrial stipulation and other issues that need to be handled prior to the trial of this matter, and, particularly if the Respondent is going to be representing herself pro se, which may need the Court's guidance in handling.

4. The Petitioner requests that this Court set a Pretrial Conference, either in person or telephonically, at the convenience and preference of the Court, with the parties, so that these important pretrial matters can be resolved.

WHEREFORE, Petitioner, Lloyd G. Wickboldt, respectfully requests this Honorable Court conduct a Pretrial Conference, in accordance with Family Law Rule of Procedure 12.200(b), on an expedited basis.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and accurate copy of the foregoing has been sent by U.S. Mail to Respondent, Julie M. Gonzalez, 17103 SW 39th Court, Miramar, FL 33027 on this 21st day of May, 2013.

ANTHONY J. ARAGONA III, P.A.
Attorney for Petitioner
5097 Sancerre Circle
Lake Worth, Florida 33463
Telephone: (561) 649-1790
Facsimile: (561) 649-6767
anthony.aragona@att.com (Primary)
tony3001@bellsouth.net (Secondary)

/s/ Anthony J. Aragona
ANTHONY J. ARAGONA, III
Florida Bar No. 36676

Exhibit "1"

9/12/12

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 502010 DR 003810 XXXX SB
DIVISION: FY

FAMILY DIVISION

LLOYD Wickbott
Petitioner,

and

Julie M GONZALEZ
Respondent.

ORDER SETTING TRIAL

THIS CASE came before the Court, for a status conference on Aug 22, 2012, Notice to Set Cause for Trial having been filed by one of the parties. After review of the file, it is hereby

ORDERED AND ADJUDGED that this case is set for trial on June 28, 2013 before the Honorable Rosemarie Scher in Courtroom 2, South County Courthouse, Delray Beach, Florida. (2) day(s) has been reserved for this trial. The matters to be heard are Annulment / Divorce (DE # 126) and Court (DE # 10).

The Petitioner and the Respondent have an obligation to make a good faith effort to resolve this case. Towards that end, the parties are ordered to attend a pre-trial mediation that must take place no later than thirty (30) days before the first day of trial of this case. Failure to attend pre-trial mediation absent an order waiving same may result in the striking of the case from the trial docket and/or additional sanctions.

If either party seeks implementation of the Uniform Pretrial Procedures Family Division Fifteenth Judicial Circuit, he or she shall submit to the Court a pleading requesting same within fifteen (15) days of the date of the Order Setting Trial, along with stamped envelopes addressed to all counsel and pro se litigants in this case and an order establishing pretrial procedures will automatically be entered. If an interpreter is needed for a party or witness in this case, it shall be the responsibility of the party needing same to provide a qualified interpreter.

DONE AND ORDERED in West Palm Beach, Palm Beach County, Florida this _____ day of _____, 20_____.

Rosemarie Scher, Circuit Court Judge

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: The Marriage of

LLOYD G. WICKBOLDT,

Petitioner,

and

JULIE M. GONZALEZ,

Respondent.

CASE NO. 502010DR003810XXXXSB/ Div. FY

FILED
2013 JUN -11 PM 3:58
SHARON R. ROCK, CLERK
PALM BEACH COUNTY
SOUTH COUNTY BRANCH

ORDER SPECIALLY SETTING PRETRIAL CONFERENCE

The following Matter has been specially set for hearing before Judge David E. French in Courtroom 2A of the South County Courthouse, 200 West Atlantic Avenue, Delray Beach, Florida, 33444.

DATE: Monday, June 17, 2013

TIME: 9:15 a.m. to 9:30 a.m.

MATTER: PRETRIAL CONFERENCE

The Attorneys/Parties must submit directly to the Court no later than seven (7) days prior to the hearing:

1. Copies of all relevant pleadings
2. Original* Memoranda of Law(*see A.O.2.301)
3. Copies of case law authority
4. Proposed order and/or judgment with copies and self addressed stamped envelopes for all parties

NOTE: This hearing is specially set by Court Order and CANNOT BE CANCELLED, RESET OR ADDED ON TO EXCEPT BY FURTHER COURT ORDER.

DONE AND ORDERED this 3 day of June, 2013 in Delray Beach, FL, Palm Beach County, Florida.


DAVID E. FRENCH, Circuit Judge

Copies furnished to:
Anthony J. Aragona, III, Esq., 5097 Sancerre Cir., Lake Worth, FL 33463
Julie M. Gonzalez, 17103 SW 39th Court, Miramar, FL 33027

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA

Family Division "FY"
Case Number: 502010DR003810

IN RE: THE MARRIAGE OF
LLOYD G. WICKBOLDT,

Petitioner/Wife,
and

JULIE M. GONZALEZ,

Respondent/Husband,
_____ /

AMENDED ORDER SETTING TRIAL
(Change In Courtroom and Presiding Judge Only)

FILED
2013 JUN 18 PM 3:02
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

THIS CASE is currently set for trial on, **June 28, 2013 @ 10:00 a.m.** and will now be held in Courtroom 7, and will be presided over by Judge Howard Harrison in South County Courthouse, 200 West Atlantic Ave., Delray Beach, Florida 33444. One day is reserved for this trial.

DONE AND ORDERED in Chambers at Delray Beach, Palm Beach County, Florida, this 17th day of June, 2013.



DAVID E. FRENCH, Circuit Judge

Copies furnished:

Anthony J. Aragona, Esq.
5097 Sancerre Cir.
Lake Worth, FL 33463
561-649-1790

Julie M. Gonzalez
821 Harding Ave., #509
Miami Beach, FL 33411
954-245-4653

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the ADA Coordinator in the Administrative Office of the Court, 205 North Dixie Highway, Room # 5.2500, West Palm Beach, Florida 33401, Telephone (561) 355-2431 within two (2) working days of your receipt of this order setting trial. If you are hearing or voice impaired, call 1-800-955-8771.

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA

Case No.: SD 2010 DN 003810 XXXXSB FG
Division: Family

Julie M Gonzalez
and Respondent (Wife)
Mayd G Wickboldt
Respondent: Petitioner

2013 JUN 20 PM 2:28
SHARON R. SOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH - FILED

MOTION FOR CIVIL CONTEMPT/ENFORCEMENT

() Petitioner () Respondent requests that the Court enter an order of civil contempt/enforcement against () Petitioner () Respondent in this case because:

1. A final judgment or order {title of final judgment or order} _____
in this case was entered on {date} 3/25/13, by {court, city, and state} 15th
Judicial Circuit for Palm Beach County Florida
Please indicate here if the judgment or order is not from this Court and attach a copy.

2. This order of the Court required the other party in this case to do or not do the following:
{Explain what the other party was ordered to do or not do.}

#1 the party was ordered to return my personal belongings which petitioner kept after I left him.

#2 the legal use of my car (or car I drive which is under his name) He was ordered to provide documentation/TAG and plate which he stole -
Please indicate here if additional pages are attached.

3. The other party in this case has willfully failed to comply with this order of the Court: {Explain what the other party has or has not done.}

#1 Party has failed to return my property as ordered by the court.

#2 Party did not make attempt or surrendered documentation needed for me to drive my car legally as ordered by the court 3/25/13.
Please indicate here if additional pages are attached.

4. I respectfully request that the Court issue an order holding the above-named person in civil contempt, if appropriate, and/or providing the following relief:

- a. enforcing or compelling compliance with the prior order or judgment;
- b. ___ awarding a monetary judgment;
- c. ___ if a monetary judgment was included in the prior order, issuing a writ of execution or garnishment or other appropriate process;
- d. ___ awarding prejudgment interest;
- e. requiring the other party to pay costs and fees in connection with this motion;
- f. if the other party is found to be in civil contempt, ordering a compensatory fine;
- g. ___ if the other party is found to be in civil contempt, ordering a coercive fine;
- h. ___ if the other party is found to be in civil contempt, ordering incarceration of the other party with a purge;
- i. ___ issuing a writ of possession for real property, writ for possession of personal property, or other appropriate writ;
- j. ___ issuing a writ of bodily attachment if the other party fails to appear at the hearing set on this motion;
- k. requiring the other party to make payments through the central governmental depository;
- l. ___ requiring the support payments to be automatically deducted from the other party's income or funds;
- m. ___ requiring the other party to seek employment;
- n. ___ awarding make-up time-sharing with minor child(ren) as follows (explain): _____

o. awarding other relief (explain): IF Party Fails to return all of my possessions which includes documents, family photos, all of my jewelry, clothing, art, carvings (Caroo carvings from Indonesia) - HE Failed in contempt. He should be ordered to pay financial restitution for my property.

I certify that a copy of this document was: [Choose only one] () mailed () faxed and mailed () hand delivered to the person(s) listed below on (date) _____

Other party or his/her attorney:

Name: ANTHONY ARAGON
Address: 5097 SANDSTONE CIR
City, State, Zip: LALCE WOOD FL 33421
Fax Number: 561-649-1798

Lloyd G. Wickbust
840 VIRGINIA GARDEN DR.
Boynton Beach FL
33433

I understand that I am swearing or affirming under oath to the truthfulness of the claims made above and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated: 6/20/2013

[Signature]
Signature of Party
Printed Name: JANE U GONZALEZ
Address: PO Box 7297
City, State, Zip: JACKSONVILLE FL 32214
Telephone Number: 904-245-4653
Fax Number: N/A

STATE OF FLORIDA
COUNTY OF PALM BEACH

Sworn to or affirmed and signed before me on 6-20-13 by Julia Mark Gonzalez

[Signature]
NOTARY PUBLIC or DEPUTY CLERK
[Signature]
Name, type, or stamp commissioned name of notary or
FCL

Personally known
 Produced identification
Type of identification produced _____

IF A NONLAWYER HELPED YOU FILL OUT THIS FORM, HE/SHE MUST FILL IN THE BLANKS BELOW: [fill in all blanks]

I, {full legal name and trade name of nonlawyer} _____
a nonlawyer, whose address is {street} _____, {city} _____
{state} _____, {phone} _____, helped {name} _____
who is the [Choose only one] ___ petitioner or ___ respondent, fill out this form.

IN THE CIRCUIT OF THE FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA

UNIFIED FAMILY COURT

CASE NO: 5020 DR 0038 10 XXXXSB FY
DIVISION: FY

IN RE:

Lloyd G. Wickboldt
Petitioner,

and
Julie M Gonzalez
Respondent.

2013 JUN 20 PM 2:28
SHARON R. BUCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

MOTION

I, (print your name) Julie M Gonzalez, the [check one] _____ Petitioner
 Respondent, in the case am requesting the following Motion:

[✓ the appropriate motion(s):]

- Continue the hearing on (matter being heard) DIVORCE Trial CONTINUANCE
(date) 6/28/2013 (time) 10:00 AM before Judge/Commissioner Samson
- Dismiss (state action) FOR CONTINUANCE OF TRIAL
- Vacate the Court's Order which has been filed by the clerk as docket # _____
- Rehearing (check all that apply) of _____ Paternity, _____ Contempt, _____ Commitment.
- Waive Parenting/Mediation Requirements(s) for _____
- Other FOR CONTINUANCE

Here by JM requesting from the Court a
Continuance of trial set 6/28/13 at 10 AM in
front of Judge Samson:

I never received notification of motion to withdraw
from my previous attorney, nor did I receive granting
motion to withdraw from the court.

My address listed with previous attorney and where all
previous correspondence has been mailed to and
received by me is: PO Box 7297 Titusville FL 32914
Above is my known mailing address for the last 2 1/2 yrs.

I request that I please be granted enough time to have
an attorney to represent me in court for trial.
Prepared for this case over →

The following facts support the motion(s) checked above:

I request that I'm granted 3 MONTHS FOR MY NEW ATTORNEY TO BE ABLE TO REPRESENT ME, AS IT SHOULD BE IN COURT; AND TO HAVE MY VOICE HEARD THROUGH MY ATTORNEY IN COURT.

This motion is made in good faith and NOT FOR THE PURPOSE OF DELAY. I MORE THAN ANYONE ELSE WANT AND NEED MY DIVORCE TO BE FINAL, BUT AT POINT BECAUSE OF THE CIRCUMSTANCES PREVIOUSLY DISCUSSED I NEED TO RESPECTFULLY REQUEST THAT THIS COURT ENTER AN ORDER GRANTING THIS MOTION FOR CONTINUANCE SO THAT MY ATTORNEY CAN PROPERLY RESPOND FOR TRIAL.

Respectfully,
Thank you very much,
Julie M Gonzalez.

I HEREBY CERTIFY that a copy of this Motion has been mailed on (date) 6/21/2013, by regular mail, certified mail , hand delivered, e-mailed, served to

Name of other party Lloyd G Wickboldt and to: Attorney (if any) ANTHONY J. ARAGONA
Address Address 5097 SANDY CREEK LAKE WORTH FL 33463

Sign your name Julie Gonzalez
Print your name Julie Gonzalez
Address 6801 HANDLING AVE #509 MIAMI BEACH FL 33141
Telephone (City) 245-4653
E-mail Address(es):

IF A NON-LAWYER HELPED YOU FILL OUT THIS FORM, THEY MUST FILL IN THE BLANKS BELOW:

I, (name of non-lawyer), a non-lawyer, located at (street) (city) (state), (phone), helped {name}, who is the (check one) petitioner or respondent, fill out this form.

**IN THE 15TH JUDICIAL CIRCUIT
PALM BEACH COUNTY
EXHIBIT LIST**

DATE REC'D	<u>7/24/2013</u>	CASE STYLE	<u>LLOYD G WICKBOLDT v JULIE M GONZALEZ</u>
CASE # / DIV	<u>2010DR003810 FY</u>	PLTF/ST/PET	<u>LLOYD G WICKBOLDT</u>
JUDGE	<u>FRENCH</u>	DEFT/RESP	<u>JULIE M GONZALEZ</u>
DATE OF JUD	<u>8/5/2013</u>	HRG TYPE	<u>DISSOLUTION</u>
CHARGE	<u>NA</u>	COURT CLERK	<u>J HEATON</u> <input checked="" type="checkbox"/> Clerk not present at trial

Description	QTY	PLT/ST/ PET ID	PLT/ST/ PET EV	DFT/RSP ID	DFT/RSP EV	COURT ID/EV	D-DSTRYD R-RETD
COPY OF AMTRUST BANK WITHDRAWAL SLIP	1		1				
MARRIAGE RECORD	1		4				
COPY OF CANCELED CHECK DTD 01/31/2007	1		5				
MY WILL-JULIE M GONZALEZ DTD 05/28/2009	1		17				
REF: EXPLANATION OF WILL	1		18				
COPIES OF WACHOVIA BANK STATEMENTS 8/23-9/23/08	1					2	
COPIES OF WACHOVIA BANK STATEMENTS 9/24-10/27/08	1					3	
COPIES OF TITANIUM CHECKING BANK STATEMENT DTD 09/16/08	1					4	
SUMMARY OF ACCOUNTS TITANIUM CHECKING DTD 10/16/08	1					5	
SUMMARY OF ACCOUNTS TITANIUM CHECKING DTD 11/18/08	1					6	
COPY OF RESPONDENT'S PASSPORT	1					9	
COPY OF PARTIE'S WEDDING INVITATION	1					10	
MASS MUTUAL COPY OF CHECK DTD 12/05/07	1					11	
BOYNTON BEACH PD INCIDENT REPORT #9063254	1					12	
TTL	14						

Box _____ Envelope 1 Poster _____ Roll _____ Xray _____ Awk _____ Val _____ Sealed _____
 Special Instructions _____

XFER DATE _____ COURT CLERK _____ EVIDENCE CLERK _____

FOR CLERK USE ONLY

PLT/PET Exhibits Returned	Y / N _____	DFT/RESP Exhibits Returned	Y / N _____
Disposal Approved by	Print _____	sign	_____ date _____
Disposal Approved by (crim)	Print _____	sign	_____ date _____
Manager Approval	Print _____	sign	_____ date _____
Destruction Date	_____		
Destruction Witnessed by	Print _____	sign	_____ date _____

**IN THE 15TH JUDICIAL CIRCUIT
PALM BEACH COUNTY
EXHIBIT LIST**

DATE REC'D	<u>7/24/2013</u>	CASE STYLE	<u>LLOYD G WICKBOLDT v JULIE M GONZALEZ</u>
CASE # / DIV	<u>2010DR003810 FY</u>	PLTF/ST/PET	<u>LLOYD G WICKBOLDT</u>
JUDGE	<u>FRENCH</u>	DEFT/RESP	<u>JULIE M GONZALEZ</u>
DATE OF JUD	<u>8/5/2013</u>	HRG TYPE	<u>DISSOLUTION</u>
CHARGE	<u>NA</u>	COURT CLERK	<u>J HEATON</u> <input checked="checked" type="checkbox"/> Clerk not present at trial

Description	QTY	PLT/ST/ PET ID	PLT/ST/ PET EV	DFT/RSP ID	DFT/RSP EV	COURT ID/EV	D-DSTRYD R-RETD
LETTER FROM PETITIONER'S ATTN DTD 04/15/13	1					13	
INVOICE & SETTER FROM GLOBE LIFE & ACCIDENT INSURANCE	1					14	
HSBC INSURANCE LETTER TO PETITIONER DTD 11/06/09	1					15	
RETAIL INSTALLMENT SALE CONTRACT SIMPLE FINANCE CHG	1					18	
LETTER FROM CAPITAL ONE TO PETITIONER'S ATTY DTD 7/1/11	1					19	
RESUME - RICHARD B SEELY MD	1					20	
CANCELED CHECK TO US DEPT OF STATE DTD 01/31/07	1					22	
FAX TO DR SANTOS OFFICE DTD 04/06/09 FROM RESPONDENT	1					23	
DELRAY MEDICAL CENTER - STEPS TO APPEAL YOUR DISCHARGE	1					24	
RESPONDENT'S 2005 INDIVIDUAL INCOME TAX RETURN	1					25	
TTL	10						

Box _____ Envelope 1 Poster _____ Roll _____ Xray _____ Awk _____ Val _____ Sealed _____
 Special Instructions _____

XFER DATE _____ COURT CLERK _____ EVIDENCE CLERK _____

FOR CLERK USE ONLY

PLT/PET Exhibits Returned	Y / N _____	DFT/RESP Exhibits Returned	Y / N _____
Disposal Approved by	Fprint _____	sign _____	date _____
Disposal Approved by (crim)	Fprint _____	sign _____	date _____
Manager Approval	Fprint _____	sign _____	date _____
Destruction Date	_____		
Destruction Witnessed by	Fprint _____	sign _____	date _____

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: The Marriage of

LLOYD G. WICKBOLDT,

Petitioner,

and

JULIE M. GONZALEZ,

Respondent.

CASE NO. 502010DR003810XXXXSB/ Div. FY

FILED
SOUTH COUNTY BRANCH OFFICE

AUG - 5 2013

SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

FILED
2013 AUG - 5 PM 3:39
SHARON R. BOCK, CLERK
PALM BEACH COUNTY
SOUTH COUNTY BRANCH OFFICE

FINAL JUDGMENT OF DISSOLUTION

THIS CAUSE came before this Court on June 28, 2013, for a trial on the Petition for Annulment, and/or Dissolution of Marriage. Both Petitioner (husband) and Respondent (wife) were present. The Court, having reviewed the file, having heard the testimony of the parties and other witnesses, and having considered all of the evidence and being otherwise advised in the premises, makes the following FINDINGS OF FACT AND CONCLUSIONS OF LAW:

1. This Court has jurisdiction over the subject matter and the parties.
2. At least one party has been a resident of the State of Florida for more than 6 months immediately before filing the Petition for Dissolution of Marriage.
3. The parties have no minor or dependent children in common, and the wife is not pregnant.
4. The marriage between the parties is irretrievably broken. Therefore, the marriage between the parties is dissolved, and the parties are restored to the status of being single.
5. Respondent's Motion to Continue and Motion for Contempt, both filed on June 20, 2013 (Docket Nos. 166 and 170) are DENIED.

6. The Court finds that the 2006 Lexus IS350, VIN# JTHBE262762005254 ("Vehicle"), was purchased by Petitioner in 2006, prior to the marriage, is titled in the Petitioner's name and is the sole property of the Petitioner. The Respondent is ordered to immediately contact and arrange with Petitioner's counsel, Anthony J. Aragona, III, for the return the Vehicle to Petitioner, which shall be returned to the Petitioner, in good condition, within 10 days from the date of the entry of this Judgment, along with all service and maintenance records for the Vehicle. Respondent shall not allow the Vehicle to be repossessed prior to the turnover to Petitioner. As long as the Vehicle is returned to the Petitioner within the time proscribed herein, and in good condition, Respondent shall have no further liability with respect to the Vehicle.

7. The Court finds that Respondent, without the knowledge or consent of the Petitioner, forged Petitioner's name upon checks issued to the Petitioner by Mass Mutual Financial Group and deposited said checks into her own personal accounts at AmTrust Bank without the knowledge or consent of Petitioner. The Court finds that these checks amounted to \$231,677.30 during the marriage. As partial remuneration for the improper actions of the Respondent, the Court awards possession of AmTrust Bank Account Number [REDACTED] to Petitioner, Lloyd G. Wickboldt. AmTrust Bank is hereby ordered to release all funds in Account Number [REDACTED], which account holder is Julia M. Gonzales, to Lloyd G. Wickboldt, immediately upon entry of this Judgment. The Court has been advised that this account contains approximately \$11,152.75. However, all funds in said account, in whatever amount, shall be released to Petitioner, Lloyd G. Wickboldt.

8. The Court finds that Respondent, without the knowledge or consent of Petitioner, used and made charges to a Capital One credit card, account number [REDACTED]. Any and all sums due and owing to Capital One on this account shall be the sole responsibility of

the Respondent, Julie M. Gonzalez. Petitioner, Lloyd G. Wickboldt shall bear no responsibility to Capital One for any amounts owing it under this account number and Respondent shall indemnify and hold the Petitioner harmless for this debt.

9. Respondent owns real property titled solely in her name with the address of 17103 SW 39th Court, Miramar, FL 33027 ("the Property"), the legal description of which is:

LOT 198, BLOCK E, PARCEL "I" NAUTICA PLAT, ACCORDING TO THE PLAT THEROF, AS RECORDED IN PLAT BOOK 168, PAGE 28, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

The Court finds that Respondent does not currently reside at this address, and it is not homestead property. The Court finds that, during the term of the marriage, Respondent kept all rental income from the Property in her personal account at BankUnited Bank, while using Petitioner's funds to pay for all of the expenses on the Property. Respondent is ordered not to incur any further liens, including but not limited to mortgage liens, upon the Property. The Property shall be sold as soon as possible, with all proceeds from the sale to be split 50/50 between the Petitioner and Respondent. The Property shall immediately be listed on the Multiple Listing Service ("MLS") by a realtor agreed upon by the parties, and shall be sold at the fair market value of the Property, or as close to that value as possible, as determined by an appraiser, with the cost thereof to be split equally between the parties. Either party can pay the full cost of the appraisal and be reimbursed 50% of that cost at the closing. Respondent shall comply with access for the appraiser and shall do whatever is necessary to allow the appraisal to take place. If the parties do not reach an agreement as to a realtor within 10 days of this Order, the Property shall be listed with the following realtor, appointed by the Court: David L. Rose, Century 21 Miramar

Realty, Inc., 7979 Miramar Parkway, Miramar, FL 33023,

Respondent shall be responsible for all expenses and payments due on the Property until the time

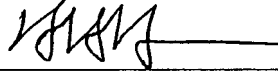
of sale. Petitioner must approve the terms of the sale, in writing, prior to a Contract for Sale of the Property being signed by Respondent. Petitioner and/or his attorney shall be notified of and may attend the closing on the Property, and Respondent shall timely furnish all documentation relating to the closing to the Petitioner's counsel, Anthony J. Aragona, III.

10. The Court makes no award of alimony to either party in this matter, and each party shall bear their own attorney's fees and costs.

11. The wife has testified at trial that her current address is 6801 Harding Ave., Apt. 509, Miami Beach, FL 33141, and the husband's current address is 840 Virginia Gardens Drive, Boynton Beach, FL 33435. Each party is required to keep the Court informed of any change of their physical address by filing a written notice with the Clerk of Court, Family Law Division, and providing a copy to the other party. The Court finds that Respondent's claims of domestic violence to be unsupported by any record evidence. Accordingly, the Attorney General is directed to disclose the address of Respondent, Julie M. Gonzalez, a/k/a Julia M. Gonzalez on record with the Address Confidentiality Program to Anthony J. Aragona, III, attorney for the Petitioner, upon written request. Each party must disclose and update the Court with the actual address where they currently physically reside, and disclosure of a post office box shall not be sufficient to comply with this requirement.

12. The Court reserves jurisdiction to enforce this Final Judgment and retains jurisdiction to hold the parties in contempt for their failure to fully comply with the terms of this Final Judgment of Dissolution. Each party shall be deemed to have been properly noticed of future proceedings, including contempt proceedings, by use of the address that was last provided to the Court pursuant to Paragraph 11 of this Judgment.

DONE AND ORDERED in Chambers at Palm Beach County, Florida, on this 29th day of
July, 2013.



HONORABLE CIRCUIT JUDGE

COPIES FURNISHED TO:

Anthony J. Aragona, III, Attorney for Petitioner, 5097 Sancerre Cir., Lake Worth, FL 33463

Lloyd G. Wickboldt, 840 Virginia Gardens Drive, Boynton Beach, FL 33435

Julie M. Gonzalez, 6801 Harding Ave., Apt. 509, Miami Beach, FL 33141

*** FILED: PALM BEACH COUNTY, FL SHARON BOCK, CLERK. ***

IN RE: The Marriage of
LLOYD G. WICKBOLDT,

Petitioner,

vs.

JULIE M. GONZALEZ,

Respondent.

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND
FOR PALM BEACH COUNTY, FLORIDA

CASE NUMBER: 2010DR003810XXXXSB/Div.FY

MOTION FOR REHEARING OR NEW TRIAL

RESPONDENT, JULIE M. GONZALEZ by and through her undersigned attorneys hereby moves this Court for the entry of an order granting a rehearing or new trial for the final hearing in this cause pursuant to Fla. Fam. L. R. P. 12.530, and in support thereof states:

1. On June 28, 2013 the final hearing was held on PETITIONER'S Petition for Annulment and/or Dissolution Marriage.

2. On June 20, 2013 RESPONDENT filed a motion to continue the final hearing until she had an opportunity to obtain new counsel. The Court had permitted RESPONDENT'S attorney to withdraw in the month prior to the final hearing and despite due diligence RESPONDENT had not yet retained new counsel. RESPONDENT had contacted Robin Roshkind, Esq. to represent her in this action. Ms. Roshkind advised RESPONDENT that in order for her to be able to accept the representation she required a continuance of three (3) months to provide Ms. Roshkind with adequate time to prepare for the final hearing. The motion was not heard until the day of the trial wherein RESPONDENT'S motion was denied.

3. The trial then proceeded with RESPONDENT unrepresented by counsel. RESPONDENT, not an attorney, had no alternative but to represent herself. RESPONDENT had no working knowledge of the rules of procedure, rules of evidence or the applicable statutes and therefore was not able to properly represent herself or present evidence or legal arguments to the Court regarding PETITIONER'S case or any relief she was seeking or was entitled to receive based on the pleadings and applicable law.

4. The request for a continuance was not the result of dilatory conduct on RESPONDENT'S part. RESPONDENT had not had adequate time to retain new counsel prior to the final hearing as the Court had permitted her prior counsel to withdraw so close to the final hearing that it made it difficult, if not impossible, to find competent counsel willing to take on a complex case which had been pending for almost three years on such short notice.

5. The denial of RESPONDENT'S motion to continue the final hearing caused an injustice to RESPONDENT by precluding her from retaining new counsel so that she could be adequately represented and have her case properly presented to the Court at the final hearing. The RESPONDENT moved for the continuance promptly after being advised by Ms. Roshkind that the continuance was needed in order for new counsel to properly prepare for the final hearing. Furthermore, PETITIONER would not have suffered any prejudice or inconvenience by allowing RESPONDENT a continuance to obtain new counsel. *Fleming v. Fleming*, 710 So. 2d 601 (4th DCA 1998).

6. RESPONDENT was denied due process by the denial of her motion for continuance.

7. On July 29, 2013 a Final Judgment of Dissolution of Marriage was entered by the court in this cause.

8. Pursuant to Fla. Fam. L. R. P. 12.530 RESPONDENT is entitled to a rehearing or new trial so that she can be adequately represented at the final hearing in order to properly present her case to the Court.

9. RESPONDENT reserves the right to amend this motion to add additional grounds once counsel for RESPONDENT receives a copy of the trial transcript. Undersigned counsel was retained after trial and despite diligent effort has not received a copy of the trial transcript of the trial which has already been paid for and requested by RESPONDENT.

WHEREFORE, RESPONDENT respectfully moves this court for the entry of an order granting a rehearing or a new trial for the final hearing in this cause and granting such further relief as this court deems necessary and proper.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by E-mail this 8th day of August, 2013 upon Anthony Joseph Aragona, III, Esquire, Anthony J. Aragona III, P.A., attorney for Petitioner, Anthony.aragona@att.net.

DEARR PERDIGON
Attorneys for Respondent
One Datran Center, Suite 1701
9100 South Dadeland Boulevard
Miami, Florida 33156-7817
Telephone: (305) 670-1237
Facsimile: (305) 670-1238
Service Email: service@dpmiamilaw.com
Email: craig@dpmiamilaw.com

By: 

CRAIG R. DEARR, ESQUIRE
FLORIDA BAR NUMBER: 328170
WENDY S. ROUNDS, ESQUIRE
FLORIDA BAR NUMBER: 746835

*** FILED: PALM BEACH COUNTY, FL SHARON BOCK, CLERK.***

IN RE: The Marriage of
LLOYD G. WICKBOLDT,

Petitioner,

vs.

JULIE M. GONZALEZ,

Respondent.

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND
FOR PALM BEACH COUNTY, FLORIDA

CASE NUMBER: 2010DR003810XXXXSB/Div.FY

AMENDED MOTION FOR REHEARING OR NEW TRIAL

RESPONDENT, JULIE M. GONZALEZ by and through her undersigned attorneys hereby files her amended motion rehearing or new trial and respectfully moves this Court for the entry of an order granting a rehearing or new trial for the final hearing in this cause pursuant to Fla. Fam. L. R. P. 12.530. In RESPONDENT'S timely motion for rehearing filed on August 8, 2013, RESPONDENT reserved the right to amend the motion upon receipt of the trial transcript. Thereafter counsel for RESPONDENT received the trial transcript and after review hereby files this amended motion to add additional grounds, and in support thereof states:

1. On June 28, 2013 the final hearing was held on PETITIONER'S Petition for Annulment and/or Dissolution Marriage.
2. On June 20, 2013 RESPONDENT filed a motion to continue the final hearing until she had an opportunity to obtain new counsel. The Court had permitted RESPONDENT'S attorney to withdraw in the month prior to the final hearing and despite due diligence RESPONDENT had not yet retained new counsel. RESPONDENT had contacted Robin Roshkind, Esq. to represent her in this action. Ms. Roshkind advised RESPONDENT

that in order for her to be able to accept the representation she required a continuance of three (3) months to provide Ms. Roshkind with adequate time to prepare for the final hearing. The motion was not heard until the day of the trial wherein RESPONDENT'S motion was denied.

3. The trial then proceeded with RESPONDENT unrepresented by counsel. RESPONDENT, not an attorney, had no alternative but to represent herself. RESPONDENT had no working knowledge of the rules of procedure, rules of evidence or the applicable statutes and therefore was not able to properly represent herself or present evidence or legal arguments to the Court regarding PETITIONER'S case or any relief she was seeking or was entitled to receive based on the pleadings and applicable law.

4. The request for a continuance was not the result of dilatory conduct on RESPONDENT'S part. RESPONDENT had not had adequate time to retain new counsel prior to the final hearing. The Court had permitted her prior counsel to withdraw so close to the final hearing that it made it difficult, if not impossible, to find competent counsel willing to take on a complex case which had been pending for almost three years, on such short notice.

5. The denial of RESPONDENT'S motion to continue the final hearing caused an injustice to RESPONDENT by precluding her from retaining new counsel so that she could be adequately represented and have her case properly presented to the Court at the final hearing. The RESPONDENT moved for the continuance promptly after being advised by Ms. Roshkind that the continuance was needed in order for new counsel to properly prepare for the final hearing. Furthermore, PETITIONER would not have suffered any prejudice or

inconvenience by allowing RESPONDENT a continuance to obtain new counsel. *Fleming v. Fleming*, 710 So. 2d 601 (4th DCA 1998).

6. RESPONDENT was denied due process by the denial of her motion for continuance.

7. RESPONDENT was further denied due process by the court not allowing the testimony of RESPONDENT'S character witnesses. During the trial there was substantial testimony by PETITIONER directly impugning RESPONDENT'S character. Pursuant to Florida Statute §90.609, evidence of a truthful character is admissible after the character of the witness for truthfulness has been attacked by reputation evidence. Even though the witnesses were in the court ready to testify at the final hearing, their testimony was not permitted even after RESPONDENT proffered to the Court the purpose of calling them as witnesses.

8. At the close of PETITIONER'S direct exam of RESPONDENT, after the attorney for PETITIONER stated that he had no more questions for RESPONDENT, the Court inquired as to whether or not RESPONDENT had an explanation regarding the funds PETITIONER had alleged had been misappropriated. After the Court finished questioning RESPONDENT, PETITIONER never stated that he rested his case. Furthermore, RESPONDENT was not given an opportunity to defend the claim presented by PETITIONER or present her case to support her counterpetition.

9. RESPONDENT also was denied due process by being denied the opportunity to defend the claims presented by PETITIONER and by not being given the opportunity to present evidence and testimony to support her counterpetition.

10. After RESPONDENT finished testifying on direct examination in PETITIONER'S case, the court announced the decision in the case and on July 29, 2013 a Final Judgment of Dissolution of Marriage was entered by the court in this cause.


11. Pursuant to Fla. Fam. L. R. P. 12.530 RESPONDENT is entitled to a rehearing or new trial so that RESPONDENT can be adequately represented at the final hearing, so RESPONDENT can present her defense of PETITIONER'S case and present evidence and testimony in support of her counterpetition.

WHEREFORE, RESPONDENT respectfully moves this court for the entry of an order granting a rehearing or new trial for the final hearing in this cause and granting such further relief as this court deems necessary and proper.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by E-mail this 15th day of August, 2013 upon Anthony Joseph Aragona, III, Esquire, Anthony J. Aragona III, P.A., attorney for Petitioner, Anthony.aragona@att.net.

DEARR PERDIGON
Attorneys for Respondent
One Datan Center, Suite 1701
9100 South Dadeland Boulevard
Miami, Florida 33156-7817
Telephone: (305) 670-1237
Facsimile: (305) 670-1238
Service Email: service@dpmiamilaw.com
Email: craig@dpmiamilaw.com

By: 
CRAIG R. DEARR, ESQUIRE
FLORIDA BAR NUMBER: 328170
WENDY S. ROUNDS, ESQUIRE
FLORIDA BAR NUMBER: 746835

*** FILED: PALM BEACH COUNTY, FL SHARON BOCK, CLERK. ***

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA**

IN RE: The Marriage of

LLOYD G. WICKBOLDT,

CASE NO. 502010DR003810XXXXSB/ Div. FY

Petitioner,

and

JULIE M. GONZALEZ,

Respondent.

_____ /

**PETITIONER'S RESPONSE TO RESPONDENT'S AMENDED MOTION FOR
REHEARING OR NEW TRIAL**

Petitioner, Lloyd G. Wickboldt, by and through undersigned counsel, hereby responds to Respondent, Julie M. Gonzalez's Amended Motion for Rehearing or New Trial, and states as follows:

1. Respondent has had three different law firms representing her throughout the course of this litigation, which was originally filed on March 24, 2010. When Respondent's prior counsel's Amended Motion to Withdraw was heard on May 14, 2013, six weeks before the scheduled trial, this Court made it abundantly clear that the trial, which had been scheduled via Order of Judge Scher, entered on *September 14, 2012*, more than 9 months prior to trial, would not be continued, even in the event that the Respondent failed to retain new counsel.

2. The parties had more than adequate time to complete discovery in this matter, which distinguishes the instant case from *Fleming v. Fleming*, 710 So. 2d 601 (4th DCA 1993), relied upon by Respondent, where the Court's denial of a continuance was overturned due to the fact that discovery had not been adequately completed. As the *Fleming* court stated: "[a] motion for continuance is addressed to the sound judicial discretion of the trial court and absent abuse of

that discretion the court's decision will not be reversed on appeal." Citing *Ziegler v. Klein*, 590 So.2d 1066, 1067 (Fla. 4th DCA 1991). The court continued:

Factors to be considered in determining whether the trial court abused its discretion in denying the motion for continuance include whether the denial of the continuance creates an injustice for the movant; whether the cause of the request for continuance was unforeseeable by the movant and not the result of dilatory practices; and whether the opposing party would suffer any prejudice or inconvenience as a result of a continuance.

3. In fact, the undersigned set a Pretrial Conference on June 17, 2013, in part, to ensure Respondent would be present at trial and understand that the trial was going to occur. The Court reminded the Respondent that in the event that she did not retain new counsel, that she would be responsible for knowing the Rules of Civil Procedure and Evidence, and that this trial was not going to be continued, as she orally requested at the Pretrial Conference. The Court entered an Amended Order Setting Trial after the Pretrial Conference, to clarify the Judge and courtroom. It is disingenuous and nothing more than a dilatory tactic to delay execution of the instant Judgment, that Respondent now claims she was denied due process or the right to counsel. Respondent was well advised by this Court every step of the way. She had already been advised by the Court that her request for continuance was and would be denied.

4. Respondent claims, in her Motion, that Petitioner would not have suffered any prejudice by the granting of a continuance. This is far from the case, as Respondent has sought to delay these proceedings at every turn so she would have the opportunity to deplete and secrete the \$300,000.00 of funds she wrongfully embezzled from the Petitioner, and continue to drive the subject Lexus, which the Court ordered to be returned to the Petitioner.

5. Respondent next claims she was denied due process by the Court not allowing the Respondent's character witnesses to testify. Although Respondent makes this blanket claim that

"[d]uring the trial there was substantial testimony by PETITIONER directly impugning RESPONDENT'S character", Respondent does not provide even a single example of this. Petitioner presented competent evidence and uncontroverted testimony with regard to the Respondent's theft of his disability checks, and her fraud with regard to her name and date of birth. There was no "reputation" evidence, as claimed by Respondent. The so-called character witnesses were properly excluded by the Court and well within its discretion, as they had no testimony to offer that was relevant to the factual issues involved in this case and it was admitted that they had no direct knowledge of the facts of the case. In fact, the Court, throughout the trial, continually tried to assist Respondent by indicating the issues that the Court needed clarification about, that it wanted to know about the money allegedly stolen and where it went. Respondent never once explained or directed her questioning towards the money, instead, raising frivolous issues in an attempt to divert the Court's attention from her own misdeeds.

6. Respondent's Motion, Paragraph 10, also mischaracterizes what is present in the transcript. At the conclusion of the direct testimony of the Respondent, the Court gave the Respondent every opportunity to testify and explain what happened and where the money went. Respondent did give testimony in that regard, wherein she essentially admitted taking the funds.

7. The Respondent's Motion amounts to nothing more than a dilatory and frivolous attempt to delay compliance of and execution of the Final Judgment of Dissolution. It should be denied and Respondent ordered to *immediately* comply with the Final Judgment, including immediately turning over possession of the subject Lexus back to the Petitioner, and listing her real property for sale and list it with the real estate agent appointed by the Court.

WHEREFORE, Respondent's Motion for Rehearing or New Trial should be denied by the Court and Respondent should be directed to comply with the requirements of the Final

ANTHONY J. ARAGONA III, P.A.
5097 Sancerre Circle · Lake Worth, Florida 33463
(561) 649-1790 · (561) 649-6767

Judgment of Dissolution entered on July 29, 2013, immediately and such other and further relief as this Court deems just and appropriate.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and accurate copy of the foregoing has been sent by e-mail (service@dpmiamilaw.com) to Craig R. Derr, Derr Perdigon, Attorneys for Respondent, One Dattran Center, Suite 1701, 9100 South Dadeland Blvd., Miami, FL 33456 on this 20th day of August, 2013.

ANTHONY J. ARAGONA III, P.A.
Attorney for Petitioner
5097 Sancerre Circle
Lake Worth, Florida 33463
Telephone: (561) 649-1790
Facsimile: (561) 649-6767
anthony.aragona@att.com

/s/ Anthony J. Aragona
ANTHONY J. ARAGONA, III
Florida Bar No. 36676

*** FILED: PALM BEACH COUNTY, FL SHARON R BOCK, CLERK. ***

IN RE: The Marriage of
LLOYD G. WICKBOLDT,

Petitioner/Appellee,

vs.

JULIE M. GONZALEZ,

Respondent /Appellant.

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND
FOR PALM BEACH COUNTY, FLORIDA

CASE NUMBER: 2010DR003810XXXXSB/Div.FY


_____/ **NOTICE OF APPEAL**

NOTICE is hereby given that RESPONDENT/APPELLANT, JULIE M. GONZALEZ, appeals to the 4th District Court of Appeal the order of this Court rendered in this action on July 29, 2013. The nature of the order is a Final Judgment after Non-Jury trial (a copy of which is attached hereto). On August 15, 2013 RESPONDENT submitted to the court her Amended Motion for Rehearing of New Trial which was denied by the court on September 23, 2013 (a copy of which is attached hereto).

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by E-mail this 30th day of September, 2013 upon Anthony Joseph Aragona, III, Esquire, Anthony J. Aragona III, P.A., attorney for Petitioner, Anthony.aragona@att.net.

DEARR PERDIGON
Attorneys for Respondent/Appellant
One Datan Center ~ Suite 1701
9100 South Dadeland Boulevard
Miami, Florida 33156-7817
Telephone: (305) 670-1237
Facsimile: (305) 670-1238
Service Email: service@dpmiamilaw.com
Email: craig@dpmiamilaw.com

By: 
CRAIG R. DEARR, ESQUIRE
FLORIDA BAR NUMBER: 328170
WENDY S. ROUNDS, ESQUIRE
FLORIDA BAR NUMBER: 746835

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY FLORIDA

IN RE: THE MARRIAGE OF
LLOYD G. WICKBOLDT,

Case No.: 2010DR003810FY

Petitioner/Husband,

And

JULIE M. GONZALEZ,

Respondent/Wife,

**ORDER DENYING RESPONDENT'S AMENDED MOTION
FOR REHEARING OR NEW TRIAL**

THIS CAUSE submitted to the Court Respondent's Amended Motion for Rehearing or New Trial, e-filed August 15, 2013, and the Court having fully reviewed said Motion, and the Court file, it is hereby,

ORDERED AND ADJUDGED that said Motion is DENIED.

DONE AND ORDERED in West Palm Beach, Palm Beach County, Florida this
RB day of September, 2013.

IS/ Howard Harrison
HONORABLE HOWARD HARRISON,
SENIOR JUDGE

Copies Furnished to:
WENDY S. ROUNDS, ESQUIRE
DEARR PERDIGON
One Dattran Center, Suite 1701
9100 South Dadeland Boulevard
Miami, Florida 33156-7817
Telephone: (305) 670-1237
Facsimile: (305) 670-1238

ANTHONY J. ARAGONA III, P.A.
5097 Sancerre Circle
Lake Worth, Florida 33463
Telephone: (561) 649-1790
Facsimile: (561) 649-6767

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA**

IN RE: The Marriage of

LLOYD G. WICKBOLDT,

CASE NO. 502010DR003810XXXXSB/ Div. FY

Petitioner,

and

JULIE M. GONZALEZ,

Respondent.

FINAL JUDGMENT OF DISSOLUTION

THIS CAUSE came before this Court on June 28, 2013, for a trial on the Petition for Annulment, and/or Dissolution of Marriage. Both Petitioner (husband) and Respondent (wife) were present. The Court, having reviewed the file, having heard the testimony of the parties and other witnesses, and having considered all of the evidence and being otherwise advised in the premises, makes the following FINDINGS OF FACT AND CONCLUSIONS OF LAW:

1. This Court has jurisdiction over the subject matter and the parties.
2. At least one party has been a resident of the State of Florida for more than 6 months immediately before filing the Petition for Dissolution of Marriage.
3. The parties have no minor or dependent children in common, and the wife is not pregnant.
4. The marriage between the parties is irretrievably broken. Therefore, the marriage between the parties is dissolved, and the parties are restored to the status of being single.
5. Respondent's Motion to Continue and Motion for Contempt, both filed on June 20, 2013 (Docket Nos. 166 and 170) are DENIED.

6. The Court finds that the 2006 Lexus IS350, VIN# JTHBE262762005254 ("Vehicle"), was purchased by Petitioner in 2006, prior to the marriage, is titled in the Petitioner's name and is the sole property of the Petitioner. The Respondent is ordered to immediately contact and arrange with Petitioner's counsel, Anthony J. Aragona, III, for the return the Vehicle to Petitioner, which shall be returned to the Petitioner, in good condition, within 10 days from the date of the entry of this Judgment, along with all service and maintenance records for the Vehicle. Respondent shall not allow the Vehicle to be repossessed prior to the turnover to Petitioner. As long as the Vehicle is returned to the Petitioner within the time proscribed herein, and in good condition, Respondent shall have no further liability with respect to the Vehicle.

7. The Court finds that Respondent, without the knowledge or consent of the Petitioner, forged Petitioner's name upon checks issued to the Petitioner by Mass Mutual Financial Group and deposited said checks into her own personal accounts at AmTrust Bank without the knowledge or consent of Petitioner. The Court finds that these checks amounted to \$231,677.30 during the marriage. As partial remuneration for the improper actions of the Respondent, the Court awards possession of AmTrust Bank Account Number [REDACTED] to Petitioner, Lloyd G. Wickboldt. AmTrust Bank is hereby ordered to release all funds in Account Number [REDACTED], which account holder is Julia M. Gonzales, to Lloyd G. Wickboldt, immediately upon entry of this Judgment. The Court has been advised that this account contains approximately \$11,152.75. However, all funds in said account, in whatever amount, shall be released to Petitioner, Lloyd G. Wickboldt.

8. The Court finds that Respondent, without the knowledge or consent of Petitioner, used and made charges to a Capital One credit card, account number [REDACTED]. Any and all sums due and owing to Capital One on this account shall be the sole responsibility of

the Respondent, Julie M. Gonzalez. Petitioner, Lloyd G. Wickboldt shall bear no responsibility to Capital One for any amounts owing it under this account number and Respondent shall indemnify and hold the Petitioner harmless for this debt.

9. Respondent owns real property titled solely in her name with the address of 17103 SW 39th Court, Miramar, FL 33027 ("the Property"), the legal description of which is:

LOT 198, BLOCK E, PARCEL "I" NAUTICA PLAT, ACCORDING TO THE
PLAT THEROF, AS RECORDED IN PLAT BOOK 168, PAGE 28, OF THE
PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

The Court finds that Respondent does not currently reside at this address, and it is not homestead property. The Court finds that, during the term of the marriage, Respondent kept all rental income from the Property in her personal account at BankUnited Bank, while using Petitioner's funds to pay for all of the expenses on the Property. Respondent is ordered not to incur any further liens, including but not limited to mortgage liens, upon the Property. The Property shall be sold as soon as possible, with all proceeds from the sale to be split 50/50 between the Petitioner and Respondent. The Property shall immediately be listed on the Multiple Listing Service ("MLS") by a realtor agreed upon by the parties, and shall be sold at the fair market value of the Property, or as close to that value as possible, as determined by an appraiser, with the cost thereof to be split equally between the parties. Either party can pay the full cost of the appraisal and be reimbursed 50% of that cost at the closing. Respondent shall comply with access for the appraiser and shall do whatever is necessary to allow the appraisal to take place. If the parties do not reach an agreement as to a realtor within 10 days of this Order, the Property shall be listed with the following realtor, appointed by the Court: David L. Rose, Century 21 Miramar Realty, Inc., 7979 Miramar Parkway, Miramar, FL 33023

Respondent shall be responsible for all expenses and payments due on the Property until the time

of sale. Petitioner must approve the terms of the sale, in writing, prior to a Contract for Sale of the Property being signed by Respondent. Petitioner and/or his attorney shall be notified of and may attend the closing on the Property, and Respondent shall timely furnish all documentation relating to the closing to the Petitioner's counsel, Anthony J. Aragona, III.

10. The Court makes no award of alimony to either party in this matter, and each party shall bear their own attorney's fees and costs.

11. The wife has testified at trial that her current address is 6801 Harding Ave., Apt. 509, Miami Beach, FL 33141, and the husband's current address is 840 Virginia Gardens Drive, Boynton Beach, FL 33435. Each party is required to keep the Court informed of any change of their physical address by filing a written notice with the Clerk of Court, Family Law Division, and providing a copy to the other party. The Court finds that Respondent's claims of domestic violence to be unsupported by any record evidence. Accordingly, the Attorney General is directed to disclose the address of Respondent, Julie M. Gonzalez, a/k/a Julia M. Gonzalez on record with the Address Confidentiality Program to Anthony J. Aragona, III, attorney for the Petitioner, upon written request. Each party must disclose and update the Court with the actual address where they currently physically reside, and disclosure of a post office box shall not be sufficient to comply with this requirement.

12. The Court reserves jurisdiction to enforce this Final Judgment and retains jurisdiction to hold the parties in contempt for their failure to fully comply with the terms of this Final Judgment of Dissolution. Each party shall be deemed to have been properly noticed of future proceedings, including contempt proceedings, by use of the address that was last provided to the Court pursuant to Paragraph 11 of this Judgment.

DONE AND ORDERED in Chambers at Palm Beach County, Florida, on this 29 day of
July, 2013.

(S) Howard Harrison
HONORABLE CIRCUIT JUDGE

COPIES FURNISHED TO:

Anthony J. Aragona, III, Attorney for Petitioner, 5097 Sancerre Cir., Lake Worth, FL 33463
Lloyd G. Wickboldt, 840 Virginia Gardens Drive, Boynton Beach, FL 33435
Julie M. Gonzalez, 6801 Harding Ave., Apt. 509, Miami Beach, FL 33141

CERTIFICATE OF CLERK

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

I, SHARON R. BOCK, Clerk of Circuit Court for the County of Palm Beach, State of Florida, do hereby certify that the foregoing pages to inclusive, consists of original papers and proceedings in Civil Action Case Number:

as appears from the records and files of my office which have been directed to be included in said Record, pursuant to Florida Rules of Appellate Procedure, 9.200(a)(1).

IN WITNESS WHEREOF,
I have hereunto set my hand and affixed the seal
of said Court this day of , A.D.

SHARON R. BOCK, Clerk of Circuit Court
Palm Beach County, Florida

By: *Margaret Kadich*

Deputy Clerk



IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL
CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 502010DR003810XXXXSBFY
FOURTH DISTRICT CASE NO. 4D13-4051

JULIE M. GONZALEZ,
Appellant(s),

V.

LLOYD G. WICKBOLDT,
Appellee (s).

_____ /

INDEX TO RECORD ON APPEAL

Copy furnished:

WENDY S. ROUNDS, ESQ., DEARR PERDIGON, ONE DATRAN CENTER, SUITE
1701, 9100 SOUTH DADELAND BLVD., MIAMI, FLORIDA, 33156

ANTHONY J. ARAGONA, III, ESQ., ANTHONY J. ARAGONA III, P.A.,
5097 SANCERRE CIRCLE, LAKE WORTH, FLORIDA, 33463

**IN THE 15TH JUDICIAL CIRCUIT
PALM BEACH COUNTY
EXHIBIT LIST**

DATE REC'D	<u>7/24/2013</u>	CASE STYLE	<u>LLOYD G WICKBOLDT v JULIE M GONZALEZ</u>
CASE # / DIV	<u>2010DR003810 FY</u>	PLTF/ST/PET	<u>LLOYD G WICKBOLDT</u>
JUDGE	<u>FRENCH</u>	DEFT/RESP	<u>JULIE M GONZALEZ</u>
DATE OF JUD	<u>8/5/2013</u>	HRG TYPE	<u>DISSOLUTION</u>
CHARGE	<u>NA</u>	COURT CLERK	<u>J HEATON</u> <input checked="" type="checkbox"/> Clerk not present at trial

Description	QTY	PLT/ST/ PET ID	PLT/ST/ PET EV	DFT/RSP ID	DFT/RSP EV	COURT ID/EV	D-DSTRYD R-RETD
COPY OF AMTRUST BANK WITHDRAWAL SLIP	1		1				
MARRIAGE RECORD	1		4				
COPY OF CANCELED CHECK DTD 01/31/2007	1		5				
MY WILL-JULIE M GONZALEZ DTD 05/28/2009	1		17				
REF: EXPLANATION OF WILL	1		18				
COPIES OF WACHOVIA BANK STATEMENTS 8/23-9/23/08	1					2	
COPIES OF WACHOVIA BANK STATEMENTS 9/24-10/27/08	1					3	
COPIES OF TITANIUM CHECKING BANK STATEMENT DTD 09/16/08	1					4	
SUMMARY OF ACCOUNTS TITANIUM CHECKING DTD 10/16/08	1					5	
SUMMARY OF ACCOUNTS TITANIUM CHECKING DTD 11/18/08	1					6	
COPY OF RESPONDENT'S PASSPORT	1					9	
COPY OF PARTIE'S WEDDING INVITATION	1					10	
MASS MUTUAL COPY OF CHECK DTD 12/05/07	1					11	
BOYNTON BEACH PD INCIDENT REPORT #9063254	1					12	
TTL	14						

FILED
SOUTH COUNTY BRANCH OFFICE
OCT 31 2013
SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

Box _____ Envelope 1 Poster _____ Roll _____ Xray _____ Awk _____ Val _____ Sealed _____

Special Instructions _____

XFER DATE _____ COURT CLERK _____ EVIDENCE CLERK _____

FOR CLERK USE ONLY

PLT/PET Exhibits Returned Y / N _____ DFT/RESP Exhibits Returned Y / N _____

Disposal Approved by Print _____ sign _____ date _____

Disposal Approved by (crim) Print _____ sign _____ date _____

Manager Approval Print _____ sign _____ date _____

Destruction Date _____

Destruction Witnessed by Print _____ sign _____ date _____

(circle)

ORIGINAL - ATTACH TO EVIDENCE

EVIDENCE DEPT COPY

FILE COPY

000001

**IN THE 15TH JUDICIAL CIRCUIT
PALM BEACH COUNTY
EXHIBIT LIST**

DATE REC'D <u>7/24/2013</u>	CASE STYLE <u>LLOYD G WICKBOLDT v JULIE M GONZALEZ</u>
CASE # / DIV <u>2010DR003810 FY</u>	PLTF/ST/PET <u>LLOYD-G-WICKBOLDT</u>
JUDGE <u>FRENCH</u>	DEFT/RESP <u>JULIE M GONZALEZ</u>
DATE OF JUD <u>8/5/2013</u>	HRG TYPE <u>DISSOLUTION</u>
CHARGE <u>NA</u>	COURT CLERK <u>J HEATON</u> <input checked="" type="checkbox"/> Clerk not present at trial

Description	QTY	PLT/ST/ PET ID	PLT/ST/ PET EV	DFT/RSP ID	DFT/RSP EV	COURT ID/EV	D-DSTRYD R-RETD
LETTER FROM PETITIONER'S ATTN Y DTD 04/15/13	1					13	
INVOICE & SETTER FROM GLOBE LIFE & ACCIDENT INSURANCE	1					14	
HSBC INSURANCE LETTER TO PETITIONER DTD 11/06/09	1					15	
RETAIL INSTALLMENT SALE CONTRACT SIMPLE FINANCE CHG	1					18	
LETTER FROM CAPITAL ONE TO PETITIONER'S ATTY DTD 7/1/11	1					19	
RESUME - RICHARD B SEELY MD	1					20	
CANCELED CHECK TO US DEPT OF STATE DTD 01/31/07	1					22	
FAX TO DR SANTOS OFFICE DTD 04/06/09 FROM RESPONDENT	1					23	
DELRAY MEDICAL CENTER - STEPS TO APPEAL YOUR DISCHARGE	1					24	
RESPONDENT'S 2005 INDIVIDUAL INCOME TAX RETURN	1					25	
TTL	10						

Box Envelope 1 Poster Roll Xray Awk Val Sealed
 Special Instructions _____

XFER DATE _____ COURT CLERK _____ EVIDENCE CLERK _____

FOR CLERK USE ONLY			
PLT/PET Exhibits Returned	Y / N _____	DFT/RESP Exhibits Returned	Y / N _____
Disposal Approved by	Print _____	sign _____	date _____
Disposal Approved by (crim)	Print _____	sign _____	date _____
Manager Approval	Print _____	sign _____	date _____
Destruction Date	_____		
Destruction Witnessed by	Print _____	sign _____	date _____

Current Date:

May 23, 2011

Account Number:

Capture Date:

December 15, 2009

Posted Date:

December 15, 2009

Item Number:

9700006912522

Posted Date:

December 15, 2009

Amount:

.00

2013 JUL 24 AM 11:18
FILED
SHARON R. ROCKS-CLARKE
PALM BEACH COUNTY CLERK
SOUTH CITY BRANCH - FILED

The image shown below represents an official copy of the original document as processed by our institution.

WITHDRAWAL SLIP (NOT NEGOTIABLE) AMTRUST BANK

ACCOUNT NUMBER: [REDACTED] Checking Savings CD DATE: 12/15/09

WITHDRAWAL IN THE AMOUNT OF Ninety Six thousand \$ 96,000.00
dollars

FROM THE ABOVE NUMBERED ACCOUNT AND RECEIPT OF THE ABOVE AMOUNT IS ACKNOWLEDGED AND IS AUTHORIZED TO BE CHARGED AGAINST THIS ACCOUNT.

Signature: [Signature] Date: _____
Signature: _____ Date: _____

FL DL G524-433-52-861-0 h 9-26-08 Bank Use Only
EX 10-01-2014

CASH \$ _____
 OFFICIAL CHECK \$ 55,000 Payable to: 770022782 NO: _____
 MONEY ORDER \$ 29,000 Payable to: _____ NO: _____
 OTHER \$ 84,000 Payable to: 770151942 NO: _____

12000 - SW 911437121

SAV:011 (Rev. 04/23/2007)

Br:077 Tlr# 0015 12/15/2009
8 u27010 Tran Amt\$ 96000.00
Tran Type: TlrDD#d

EXHIBIT

7

10723810

PENGAD 800-831-6888

HUSBAND'S

EXHIBIT NO: _____
DATE: 11/18/10
SUSAN SHELLING, RPR

AMTRUST BANK®

A Division of New York Community Bank, Member FDIC

JULIA M GONZALES
840 VIRGINIA GARDEN DR
BOYNTON BEACH FL 33435

Page Number: 1 of 4
Account Number: [REDACTED]
Date: 12/15/09
Enclosures: 3

Welcome to the new AmTrust Bank - a division of New York Community Bank!
Same great people and service, dedicated to meeting your financial needs.

Summary of Accounts

Deposit Account Type	Account Number	Ending Balance
GOLD SAVINGS	[REDACTED]	.00
TOTALLY FREE CHECKING	[REDACTED]	168.96
-Total of Your Deposits-		168.96

790007132

TOTALLY FREE CHECKING

Activity Summary

Beginning Balance	11-17-09	95,684.47
+Deposits/Credits	1	11,152.75
-Checks/Debits	5	106,668.26
-Service Charge		.00
Ending Balance	12-15-09	168.96

Deposits and Withdrawals

Date	Description	Amount
12-15	DDA WITHDRAWAL	96000.00 -

EFT Activity

Date	Description	Amount
11-19	AMERICAN EXPRESS ARC PMT SERIAL NUMBER: 0531	4642.40 -
12-14	ATM DEP AMTRUST BA 127 N. CONGRESS AV BOYNTON BEACH FL	11152.75

Checks Paid

Date	Check No	Amount	Date	Check No	Amount
11-27	530	4434.26	11-20	532 *	824.44
12-15	533	767.16			

(* indicates a break in check number sequence)

000004

AMTRUST BANK®

A Division of New York Community Bank, Member FDIC

JULIA M. GONZALES
P.O. BOX 7643
DELRAY BEACH, FL 33482

Page Number: 1 of 1
Account Number: [REDACTED]
Date: 01/19/10
Enclosures: 0

Welcome to the new AmTrust Bank - a division of New York Community Bank!
Same great people and service, dedicated to meeting your financial needs.

790007132

TOTALLY FREE CHECKING

Activity Summary

Beginning Balance	12-15-09	168.96
+Deposits/Credits		.00
-Checks/Debits	1	168.96
-Service Charge		.00
Ending Balance	1-19-10	.00

Deposits and Withdrawals

Date	Description	Amount
1-05	CLOSING TRANSACTION	168.96 -

Overdraft / Non Sufficient Funds Fee Summary

	This Cycle	Total YTD
RETURNED ITEM FEES	.00	.00
OVERDRAFT FEES (*)	.00	.00
TOTAL RETURNED ITEM/ OD FEES CHARGED	.00	.00

* OVERDRAFT FEES INCLUDE BOTH PAID ITEM FEES AND INSUFFICIENT BALANCE FEES.

Daily Balance Summary

Date	Amount	Date	Amount	Date	Amount
12-15	168.96	1-05			

Thank you for banking with AmTrust Bank - a division of New York Community Bank! Call 888-696-4444, click www.amtrust.com, or come into your nearest branch for any questions regarding your account.

000005



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
12/01/2009



Amount of Check
\$11,520.46
Issued After 170 Days

0007520446
Bank of America, N.A.
Hartford CT

SI-024
119

Eleven Thousand One Hundred Fifty Two Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLOTT
125 LANCASTER RD
BOYNTON BEACH

06457286

DEC 14 2009
FL 33426
67

Mark Allen
Chairman and CEO

John H. Fisher
Treasurer

CK022(0100)

THIS CHECK HAS AN ASSIGNED MICR LINE HOLD TO LOCK TO VIEW AND VERIFY CHECK NUMBER TO ASSURE AUTHENTICITY. MICR LINE SHOULD BE PRESENT

#0007520446#

Handwritten notes:
00798007132
3558
DEPOSIT ONLY
FIVE SIX THREE
00798007132
00798007132
00798007132

Account Number:
 Capture Date: December 15, 2009
 Posted Date: December 15, 2009
 Item Number: 9700006912523
 Posted Date: December 15, 2009
 Amount: .00

The image shown below represents an official copy of the original document as processed by our institution.

WITHDRAWAL SLIP (NOT NEGOTIABLE) **AMTRUST BANK**

ACCOUNT NUMBER: [REDACTED] Checking 12/15/09 DATE: Savings CD

WITHDRAWAL IN THE AMOUNT OF Six thousand five hundred ~~to~~ thirty three dollars \$ 6533.92

FROM THE ABOVE NUMBERED ACCOUNT AND RECEIPT OF THE ABOVE AMOUNT IS ACKNOWLEDGED AND IS AUTHORIZED TO BE CHARGED AGAINST THIS ACCOUNT.

Signature: [Signature] Date: _____
 Signature: _____ Date: _____

FL DL 6524-433-52-861-0 is 9-21-08 Bank Use Only
EL 10-1-2014

CASH \$ _____ Payable to: _____ NO: _____
 OFFICIAL CHECK \$ _____ Payable to: _____ NO: _____
 MONEY ORDER \$ _____ Payable to: _____ NO: _____
 OTHER \$ 6533.92 Payable to: 961437121 NO: _____

SAV:011 (Rev. 04/23/2007)

Br:077 Tlr# 0015 12/15/2009
 9 u27010 Tran Amt\$ 6533.92
 Tran Type: TlrSvWdClose

AMTRUST BANK

A Division of New York Community Bank, Member FDIC

Current Date: May 24, 2011

Account Number:
Capture Date: December 17, 2009
Posted Date: December 17, 2009
Item Number: 9700006934546
Posted Date: December 17, 2009
Amount: .00

The image shown below represents an official copy of the original document as processed by our institution.

WITHDRAWAL SLIP (NOT NEGOTIABLE)

AMTRUST BANK

ACCOUNT NUMBER: [REDACTED] Checking Savings CD DATE: 12/17/09

WITHDRAWAL IN THE AMOUNT OF

Nine thousand Dollars - \$ 9,000.⁰⁰

FROM THE ABOVE NUMBERED ACCOUNT AND RECEIPT OF THE ABOVE AMOUNT IS ACKNOWLEDGED AND IS AUTHORIZED TO BE CHARGED AGAINST THIS ACCOUNT.

Signature: _____ Date: 12/17/09

Signature: ALDI 6524433528611 Date: _____

EXP. 10/1/14 1559124/08 Bank Use Only

CASH \$ 3,000.⁰⁰

OFFICIAL CHECK \$ 6,000.⁰⁰ Payable to JULIA M. GONZALES NO: _____

MONEY ORDER \$ _____ Payable to P.O. BOX. 7643 NO: 100279267

OTHER \$ _____ Payable to DELOAY B&H PL. NO: _____

33492

SAV-011 (Rev. 04/23/2007)

Br:071 Tlr# 0007 12/17/2009
40 u08291 Tran Amt\$ 900
Tran Type: TlrDEWd

000008

AMTRUST BANK

A Division of New York Community Bank, Member FDIC

Current Date: May 24, 2011

Account Number:
Capture Date: December 24, 2009
Posted Date: December 24, 2009
Item Number: 9710004776040
Posted Date: December 24, 2009
Amount: .00

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AMTRUST BANK
WITHDRAWAL SLIP (NOT NEGOTIABLE)

ACCOUNT NUMBER: [REDACTED] Checking Savings CD DATE: 12/24/09

WITHDRAWAL IN THE AMOUNT OF
One thousand two hundred dollars 1200

FROM THE ABOVE NUMBERED ACCOUNT AND RECEIPT OF THE ABOVE AMOUNT IS ACKNOWLEDGED AND IS AUTHORIZED TO BE CHARGED AGAINST THIS ACCOUNT

Signature: [Signature] Date: 12/24/09

CASH \$ 1200 OFFICIAL CHECK \$ Payable to: 12 X 100 NO: MONEY ORDER \$ Payable to: NO: OTHER \$ Payable to: NO:

12-09 524 432 52 561-0 X 12/24/09

12/24/09 524 432 52 561-0 X 12/24/09

000009

AMTRUST BANK

A Division of New York Community Bank, Member FDIC

Current Date:

May 24, 2011

Account Number:

Capture Date:

December 17, 2009

Posted Date:

December 17, 2009

Item Number:

9700006934546

Posted Date:

December 17, 2009

Amount:

.00

The image shown below represents an official copy of the original document as processed by our institution.

WITHDRAWAL SLIP (NOT NEGOTIABLE) AMTRUST BANK

ACCOUNT NUMBER: [REDACTED] Checking Savings CD DATE: 12/17/09

WITHDRAWAL IN THE AMOUNT OF \$ 9,000.00

NINE THOUSAND DOLLARS -

FROM THE ABOVE NUMBERED ACCOUNT AND RECEIPT OF THE ABOVE AMOUNT IS ACKNOWLEDGED AND IS AUTHORIZED TO BE CHARGED AGAINST THIS ACCOUNT.

Signature: [REDACTED] Date: 12/17/09

Signature: PUDI GILBERT B. SR 9611 Date: EXP. 10/1/14 1359/2/08 Bank Use Only

CASH \$ 3,000.00

OFFICIAL CHECK \$ 6,000.00 Payable to: JULIA M. GONZALES

MONEY ORDER \$ _____ Payable to: PO Box 7443 10027 9267

OTHER \$ _____ Payable to: DELOAN JH AL NO: _____

35492

SAV:911 (Rev. 04/23/2007)

Er:071 Tlf# 0007 12/17/2009
40 u08291 Tran Amt\$ 900
Tran Type: TlrDDwd

000010

AMTRUST BANK

A Division of New York Community Bank, Member FDIC

Current Date:

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AMTRUST BANK
SLIP (NOT NEGOTIABLE)

ACCOUNT NUMBER: [REDACTED] Checking Savings CD DATE: 12/24/09

WITHDRAWAL IN THE AMOUNT OF
One thousand two hundred dollars 1200

FROM THE ABOVE NUMBERED ACCOUNT AND RECEIPT OF THE ABOVE AMOUNT IS ACKNOWLEDGED AND IS AUTHORIZED TO BE CHARGED AGAINST THIS ACCOUNT

Signature: [Signature] Date: 12/24/09
Signature: _____ Date: _____

CASH \$ 1200 OFFICIAL CHECK \$ _____ Payable to: 12 X 100 NO: _____
 MONEY ORDER \$ _____ Payable to: _____ NO: _____
 OTHER \$ _____ Payable to: _____ NO: _____

17.86 6524 433 52 561-0 X 1077230

AMTRUST BANK
1700 AVENUE OF THE AMERICAS
NEW YORK, NY 10013

**IN THE 15TH JUDICIAL CIRCUIT
PALM BEACH COUNTY
EXHIBIT LIST**

DATE REC'D <u>7/24/2013</u>	CASE STYLE <u>LLOYD G WICKBOLDT v JULIE M GONZALEZ</u>
CASE # / DIV <u>2010DR003810 FY</u>	PLTF/ST/PET <u>LLOYD G WICKBOLDT</u>
JUDGE <u>FRENCH</u>	DEFT/RESP <u>JULIE M GONZALEZ</u>
DATE OF JUD <u>8/5/2013</u>	HRG TYPE <u>DISSOLUTION</u>
CHARGE <u>NA</u>	COURT CLERK <u>J HEATON</u> <input checked="" type="checkbox"/> Clerk not present at trial

Description	QTY	PLT/ST/ PET ID	PLT/ST/ PET EV	DFT/RSP ID	DFT/RSP EV	COURT ID/EV	D-STRYD R-RETD
COPY OF AMTRUST BANK WITHDRAWAL SLIP	1		1				
MARRIAGE RECORD	1		4				
COPY OF CANCELED CHECK DTD 01/31/2007	1		5				
MY WILL-JULIE M GONZALEZ DTD 05/28/2009	1		17				
REF: EXPLANATION OF WILL	1		18				
COPIES OF WACHOVIA BANK STATEMENTS 8/23-9/23/08	1						
COPIES OF WACHOVIA BANK STATEMENTS 9/24-10/27/08	1					3	
COPIES OF TITANIUM CHECKING BANK STATEMENT DTD 09/16/08	1					4	
SUMMARY OF ACCOUNTS TITANIUM CHECKING DTD 10/16/08	1					5	
SUMMARY OF ACCOUNTS TITANIUM CHECKING DTD 11/18/08	1					6	
COPY OF RESPONDENT'S PASSPORT	1					9	
COPY OF PARTIE'S WEDDING INVITATION	1					10	
MASS MUTUAL COPY CF CHECK DTD 12/05/07	1					11	
BOYNTON BEACH PD INCIDENT REPORT #9063254	1					12	
TTL	14						

FILED
SOUTH COUNTY BRANCH OFFICE
OCT 31 2013
SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

Box ___ Envelope 1 Poster ___ Roll ___ Xray ___ Awk ___ Val ___ Sealed ___
Special Instructions _____

XFER DATE _____ COURT CLERK _____ EVIDENCE CLERK _____

FOR CLERK USE ONLY

PLT/PET Exhibits Returned	Y / N	_____	DFT/RESP Exhibits Returned	Y / N	_____
Disposal Approved by	Frint	_____	sign	_____	date
Disposal Approved by (crim)	Frint	_____	sign	_____	date
Manager Approval	Frint	_____	sign	_____	date
Destruction Date		_____			
Destruction Witnessed by	Frint	_____	sign	_____	date

**IN THE 15TH JUDICIAL CIRCUIT
PALM BEACH COUNTY
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DATE REC'D	7/24/2013	CASE STYLE	LLOYD G WICKBOLDT v JULIE M GONZALEZ
CASE # / DIV	2010DIR003810 FY	PLTF/ST/PET	LLOYD-G-WICKBOLDT
JUDGE	FRENCH	DEFT/RESP	JULIE M GONZALEZ
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Description	QTY	PLT/ST/ PET ID	PLT/ST/ PET EV	DFT/RSP ID	DFT/RSP EV	COURT ID/EV	D-DSTRYD R-RETD
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INVOICE & SETTER FROM GLOBE LIFE & ACCIDENT INSURANCE	1					14	
HSBC INSURANCE LETTER TO PETITIONER DTD 11/06/09	1					15	
RETAIL INSTALLMENT SALE CONTRACT SIMPLE FINANCE CHG	1					18	
LETTER FROM CAPITAL ONE TO PETITIONER'S ATTY DTD 7/1/11	1					19	
RESUME - RICHARD B SEELY MD	1					20	
CANCELED CHECK TO US DEPT OF STATE DTD 01/31/07	1					22	
FAX TO DR SANTOS OFFICE DTD 04/06/09 FROM RESPONDENT	1					23	
DELRAY MEDICAL CENTER - STEPS TO APPEAL YOUR DISCHARGE	1					24	
RESPONDENT'S 2005 INDIVIDUAL INCOME TAX RETURN	1					25	
TTL	10						

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Disposal Approved by	Frint _____	sign _____ date _____
Disposal Approved by (crim)	Frint _____	sign _____ date _____
Manager Approval	Frint _____	sign _____ date _____
Destruction Date	_____	
Destruction Witnessed by	Frint _____	sign _____ date _____

MARRIAGE RECORD

521-297-7449

Date: 4/28/07 Time: 3:30 Place: St. Paul

NAME OF GROOM Lloyd George Wickboldt Church Aff. St. Paul

Address: 6630 Pat's Ln Boca 33433 DOB: 1-8-52

NAME OF BRIDE Juliana Gonzalez Church Aff. St

Address: Some DOB: 10-1-65

Phone: 305-984-6158 Future Address: _____

Single: He She Divorced: He She Widowed: He She

Parents of Groom _____

Parents of Bride _____

Recommended to St. Paul by: _____

Information taken by: P. Tom Officiating Pastor: P. Tom

Rehearsal Date: 4/27/07 Time: 4:30

Place of Reception: Lloyds House

Photographer: _____

Florist: _____

ATTENDANTS

Best Man: Matteo Diez

Maid of Honor: Cecilia Kordos

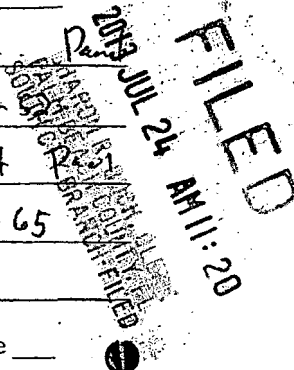
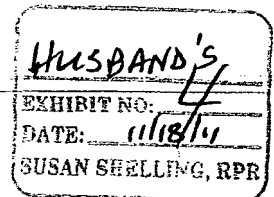
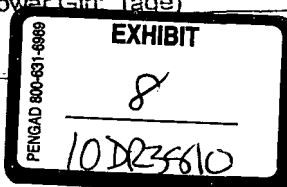
Groomsmen: _____

Bridesmaids: _____

Ushers: _____

Jr. Attendants: _____

Ring Bearer: (age) _____ Flower Girl: (age) _____



MARRIAGE RECORD

521-217-7449

Date: 4/28/07 Time: 3:30 Place: St. Paul

NAME OF GROOM Lloyd George Wickboldt Church Aff. St. Paul

Address: 6630 Patio Ln Boca 33433 DOB: 1-8-52

NAME OF BRIDE Julien Gonzalez Church Aff. St Paul

Address: Same DOB: 10-1-65

Phone: 305-984-6158 Future Address: _____

Single: He _____ She _____ Divorced: He x She x Widowed: He _____ She _____

Parents of Groom _____

Parents of Bride _____

Recommended to St. Paul by: _____

Information taken by: P. Tom Officiating Pastor: P. Tom

Rehearsal Date: 4/27/07 Time: 4:30

Place of Reception: Lloyds House

Photographer: _____

Florist: _____

ATTENDANTS

Best Man: Mauro Diez

Maid of Honor: Cecilia Kordos

Groomsmen: _____

Bridesmaids: _____

Ushers: _____

Jr. Attendants: _____

Ring Bearer: (age) _____ Flower Girl: (age) _____

#8

**IN THE 15TH JUDICIAL CIRCUIT
PALM BEACH COUNTY
EXHIBIT LIST**

DATE REC'D <u>7/24/2013</u>	CASE STYLE <u>LLOYD G WICKBOLDT v JULIE M GONZALEZ</u>
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JUDGE <u>FRENCH</u>	DEFT/RESP <u>JULIE M GONZALEZ</u>
DATE OF JUD <u>8/5/2013</u>	HRG TYPE <u>DISSOLUTION</u>
CHARGE <u>NA</u>	COURT CLERK <u>J HEATON</u> <input checked="" type="checkbox"/> Clerk not present at trial

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COPIES OF WACHOVIA BANK STATEMENTS 8/23-9/23/08	1					2	
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COPY OF RESPONDENT'S PASSPORT	1					9	
COPY OF PARTIE'S WEDDING INVITATION	1					10	
MASS MUTUAL COPY OF CHECK DTD 12/05/07	1					11	
BOYNTON BEACH PD INCIDENT REPORT #9063254	1					12	
TTL	14						

FILED
SOUTH COUNTY BRANCH OFFICE
OCT 31 2013
SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

Box ___ Envelope 1 Poster ___ Roll ___ Xray ___ Awk ___ Val ___ Sealed ___
Special Instructions _____

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FOR CLERK USE ONLY

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Disposal Approved by	Frint	_____	sign	_____	date
Disposal Approved by (crim)	Frint	_____	sign	_____	date
Manager Approval	Frint	_____	sign	_____	date
Destruction Date		_____			
Destruction Witnessed by	Frint	_____	sign	_____	date

(circle)

ORIGINAL - ATTACH TO EVIDENCE

EVIDENCE DEPT COPY

FILE COPY

**IN THE 15TH JUDICIAL CIRCUIT
PALM BEACH COUNTY
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DELRAY MEDICAL CENTER - STEPS TO APPEAL YOUR DISCHARGE	1					24	
RESPONDENT'S 2005 INDIVIDUAL INCOME TAX RETURN	1					25	
TTL	10						

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Disposal Approved by (crim)	Frint _____	sign _____ date _____
Manager Approval	Frint _____	sign _____ date _____
Destruction Date _____		
Disposal Witnessed by	Frint _____	sign _____ date _____

LLOYD WICKBOLDT
ULIE GONZALEZ
630 Patio Lane
oca Raton, FL 33433

July D.O.B. 10-01-62
305 984-6158

1024
03-2/630
BRANCH 0158

52750792 052 020807 08

pay to the
order of

U S DEPARTMENT OF STATE \$ 67.00

Sixty Seven Dollars

WACHOVIA
Wachovia Bank, N.A.
wachovia.com

x PASSPORT RE-ISSUANCE

⑆06300002⑆ [REDACTED] ⑆024⑆ ⑆0000006700⑆

1/31/20
JUL 24 AM 11:20
FILED

1015174209
02092007
031000040 FRB-PHILA
ENT=4249 TRC=4249 PK=20

1038164929
02092007
0630-0019-9
ENT=0330 TRC=0326 PK=05

#048541268
30603531

FOR >031100209<
DEPOSIT CITIBANK, N.A.
ONLY NEWCASTLE, DE
CITIBANK, N.A. - DEL
NEW CASTLE, DELAWARE

1336271011

06144511

REQUEST 00004770127000000000 67.00
ROLL REDE 20070209 1336271011+
JOB REDE P ACCT [REDACTED]
REQUESTOR: FRED SCHILD

LLOYD WICKBOLDT
840 VIRGINIA GARDEN DR

BOYNTON BEACH, FL 33435-6406

HUSBAND'S
EXHIBIT NO. 5
DATE: 11/18/99
SUSAN SHELLING, RPR

RLDUSA16 000013 116100520211 NNNNNN NNNNNN NNNNNN 000212 LMDREUSDA 004679

1701017

01/03/52
LLOYD WICKBOLDT
JULIE GONZALEZ
6630 Patio Lane
Boca Raton, FL 33433

(361) 447 0791

1038

93-2/830
BRANCH 01558

2/05/2007

6277148038 022307 07

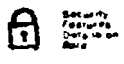
Pay to the
order of

U.S. Department of State

\$ 67.00

Sixty Seven Dollars

Dollars



WACHOVIA

Wachovia Bank, N.A.
wachovia.com

For US Passport Renewal

L. Wickboldt MD

⑆063000021⑆ [REDACTED] ⑆1038⑆ ⑆0000006700⑆



1515921587
02262007

031000040
ENT=3751
#2210680-3074-RK=20

ENT=0333 TRC=0322 EDB >031100209<
DEPOSIT BANK N.A.
ONLY NEW CASTLE DE

0223247 031100209
CITIBANK, N.A. - DEL
NEW CASTLE, DELAWARE

0658855

Forgery
Wickboldt

My Signature

L. Wickboldt MD

(I never used a

"small" d in

MD

REQUEST 00004770127000000000 67.00
ROLL REDE 20070226 1438669898+
JOB REDE P ACCT 0031010153175428
REQUESTOR FRED SCHILD

LLOYD WICKBOLDT
840 VIRGINIA GARDEN DR

BOYNTON BEACH, FL 33435-6406

REPSA116 000013 116180520211 NNNNN NNNNN NNNNN 00223 LMDRCSA 004690

**IN THE 15TH JUDICIAL CIRCUIT
PALM BEACH COUNTY
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CHARGE	<u>NA</u>	COURT CLERK	<u>J HEATON</u> <input checked="" type="checkbox"/> Clerk not present at trial

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SOUTH COUNTY BRANCH OFFICE
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Disposal Approved by (crim)	Frint	_____	sign	_____	date
Manager Approval	Frint	_____	sign	_____	date
Destruction Date		_____			
Destruction Witnessed by	Frint	_____	sign	_____	date

May 28th, 2009:

My Will.

Julie M. Gonzalez
125 Lancaster Road
Boynton Beach, Florida
Social Sec #: [REDACTED]

FILED
2009 JUL 24 AM 11:22
MARION R. ROCKWELL
CLERK OF DISTRICT COURT
BOYNTON BEACH, FLORIDA

In the event of my death I entrust Roberto De La Torre Gonzalez, who is my dear friend, family and my first husband, to be the person assigned to carry out my will and distribute my possessions.

My property located at 17103 SW 39th Court, Miramar Florida 33027. Roberto, that property must be sold and the proceeds of the sale, after payment of bank loan, HSBC mortgage, should be divided in 8 equal amounts. The 8th beneficiaries of these proceedings are: Felipito and Daniel Fernandez, Alberto Espinoza, Martica, Esther Barrosa, Nina, (Georgina Zayas), Josef Wilblinger and Roberto De la Torre.

Of My Bank accounts; which are 4 accounts in local banks plus (2) Smith Barney accounts (stocks).

AM Trust Bank: (1)checking, (2)CD accounts, (1) savings

United Bank: (1) checking(monthly payments are deposited here from rental property)
(1) CD- IRA account (retirement)

Washington Mutual: (1) checking.

Wachovia Bank: checking (this is a joint account with Lloyd Wickboldt)

Smith Barney Stocks Account: (2) accounts one from RCCL stocks the other personal IRA account.

The money from bank accounts, stocks etc. should be dispersed as follows:

\$30,000.00 donation to the Humane Society. In the memory of "Serpico" and "Gallego".

\$25,000.00 to Charles Wickboldt, Lloyd's youngest son, who resides in Orlando Florida. This money should be put in a trust until Charles reaches the age of 23 years of age.

For Julie and Frank,(her boyfriend and future husband) \$15,000.00 to help them start a new family life together in marriage.

For Tia, (Francisca Neyra) I am not sure if she would accept money since she is very afraid of jeopardizing the benefits she gets, housing, etc.from the government.\$5,000.00. otherwise please add that amount to my mother's donation for research.

For Danny Fernandez, \$ 10,000.00 , to help him after college; this money must be held in a trust until he reaches 23 years of age.

For Roberto Espinoza, (Esther's youngest brother) \$5,000.00.

For my cousing Papito, who's legal name is Urbano Serret , \$10,000.00.

If at all possible I would like to give a gift of \$5,000.00 to a special person and good human being, her name is Barbara Clarke, she was always a good listener and re help, she is african american and struggles to survive every day of her life florida.

EXHIBIT
16
HUSBAND'S
EXHIBIT NO.: 17
DATE: 5/18/09
SUSAN SHELLING, RPR

\$5,000.00 to "Fernando" he is a good and humble person who helps doing handy work for Nina.

Page 2 of 2

Cont. My Will

The rest of the money, after all payments are made please donate it for research of **Polycystic Kidney disease Foundation**, in my mothers name, **Melba Rosa Serret Neyra**.

Roberto, thank you for accepting this task for me. I trust you will do well for you know me better than most people. I will attach a personal letter with more details and I am including the house key.

My name is Julie Gonzalez, I am alert, in good health and clear estate of mind as I write my wishes in the event of my death. Today is June 7, 2009.

Julie M. Gonzalez

Residing at 125 Lancaster Road, Boynton Beach Florida 33426.

Social # [REDACTED]

**IN THE 15TH JUDICIAL CIRCUIT
PALM BEACH COUNTY
EXHIBIT LIST**

DATE REC'D	<u>7/24/2013</u>	CASE STYLE	<u>LLOYD G WICKBOLDT v JULIE M GONZALEZ</u>
CASE # / DIV	<u>2010DR003810 FY</u>	PLTF/ST/PET	<u>LLOYD G WICKBOLDT</u>
JUDGE	<u>FRENCH</u>	DEFT/RESP	<u>JULIE M GONZALEZ</u>
DATE OF JUD	<u>8/5/2013</u>	HRG TYPE	<u>DISSOLUTION</u>
CHARGE	<u>NA</u>	COURT CLERK	<u>J HEATON</u> <input checked="" type="checkbox"/> Clerk not present at trial

Description	QTY	PLT/ST/ PET ID	PLT/ST/ PET EV	DFT/RSP ID	DFT/RSP EV	COURT ID/EV	D-DSTRYD R-RETD
COPY OF AMTRUST BANK WITHDRAWAL SLIP	1		1				
MARRIAGE RECORD	1		4				
COPY OF CANCELED CHECK DTD 01/31/2007	1		5				
MY WILL-JULIE M GONZALEZ DTD 05/28/2009	1		17				
REF: EXPLANATION OF WILL	1		18				
COPIES OF WACHOVIA BANK STATEMENTS 8/23-9/23/08	1					2	
COPIES OF WACHOVIA BANK STATEMENTS 9/24-10/27/08	1					3	
COPIES OF TITANIUM CHECKING BANK STATEMENT DTD 09/16/08	1					4	
SUMMARY OF ACCOUNTS TITANIUM CHECKING DTD 10/16/08	1					5	
SUMMARY OF ACCOUNTS TITANIUM CHECKING DTD 11/18/08	1					6	
COPY OF RESPONDENT'S PASSPORT	1					9	
COPY OF PARTIE'S WEDDING INVITATION	1					10	
MASS MUTUAL COPY OF CHECK DTD 12/05/07	1					11	
BOYNTON BEACH PD INCIDENT REPORT #9063254	1					12	
TTL	14						

FILED
SOUTH COUNTY BRANCH OFFICE
OCT 31 2013
SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

Box _____ Envelope 1 Poster _____ Roll _____ Xray _____ Awk _____ Val _____ Sealed _____
Special Instructions _____

XFER DATE _____ COURT CLERK _____ EVIDENCE CLERK _____

FOR CLERK USE ONLY

PLT/PET Exhibits Returned	Y / N	_____	DFT/RESP Exhibits Returned	Y / N	_____
Disposal Approved by	Frint	_____	sign	_____	date
Disposal Approved by (crim)	Frint	_____	sign	_____	date
Manager Approval	Frint	_____	sign	_____	date
Destruction Date		_____			
Destruction Witnessed by	Frint	_____	sign	_____	date

**IN THE 15TH JUDICIAL CIRCUIT
PALM BEACH COUNTY
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(circle) ORIGINAL - ATTACH TO EVIDENCE EVIDENCE DEPT COPY FILE COPY

Jun 9th, 2009.

Ref: explanation of Will

Hello Roberto, I hope you are well, this is just to let you know where everything is if and when you need to get in the house. A copy of the house key for **125 Lancaster Road** in Boynton Beach 33426; is in a box a have at the bank, the Bank is **Bank United** and the location is in Boca Raton or it could be part of Deerfield Beach, in Hillsboro between Jog Road and Military Trail. The key to that box is on a top drawer on my night stand (master Bedroom) in a pouch with a zipper; you will find a bunch of keys as well including the keys to my property, to the storage and to my PO box, also you will see a remote control clicker to enter the community at Nautica in Miramar.

2013 JUL 24 AM 11:22
FILED
MIRAMAR, FLORIDA
SOUTH FLORIDA CIRCUIT COURT
FILED

Gordo, you know how private I have always been; please do Not let anyone come to the house to make a mess or to go into my drawers, or have my things spread out everywhere. I want you to do it alone and if you need help please get Esther (la Negra) to help you sort out things. My clothes and Lloyds please donate them to an institution or several institutions for those that are in need. Except for those things that you may like for yourself. Use your judgement.

My paintings , the ones from Guatemala, you know the ones; these I leave for you. The other paintings in the house, they belong to Josef, I want him to have them, including the ones I have in storage; please let him have what I have in storage, furniture, carpets, etc. Also, ask him if he wants his leather furniture if Not then offer it to Esther, she might need it. Do the same with everything else in the house.

With my jewelry, I kept my wedding rings you gave me, please keep them with you, eventually you might want to give them to your nephew, Jose David, to start or continue a tradition if you do Not feel comfortable with it, then please give them to Julie, Martica's daughter , tell her how I got that and what it meant to me, I think she will take care of it.

The rest of my jewelry and my mothers you may distribute between Martica and Esther.

The bank accounts and all the information is in the office in the file drawer next to my computer. You already have the instructions in how to distribute those funds. With the autos, Lloyds 4-runner is been paid for, you can keep it for Susana I am not sure of the legalities with the Lexus we still owe about 11,000.you can pay it off if you want with my funds if you can keep it.

Burt, is at Martica's house in Hialeah, please take him with you , I know you will take care of him. Martica will give you instructions on his meals and medicine he is taking for his skin. He has an allergy to certain foods.

Please notify Lloyd's son, Charles Wickboldt, he is only 16 years old, his information is also in the filing cabinet next to my computer. Try to speak with him directly, when you

PENGAD 800-831-6969 EXHIBIT 17	HUSBAND'S
	EXHIBIT NO: 18
	DATE: 11/18/14
	SUSAN SHELLING, RPR

are ready to do so. He should be the only one to be notified of Lloyd's passing. He is the only one who cares for his Dad.

If you need legal help with all of this, you may call Craig Derr, in Miami, he is a very good attorney who I trust.

Gordo, my wish is to have a very small private gathering of my family only, in my memory and/or Lloyds, in the event you plan it . Please let my relatives know of my wishes. Only the immediate family and you know who they are. No friends of friends or friends of relatives. Please make sure this is carry out as I wish.

Thank you Gordo, I am sure this is not an easy thing to do, and I thank you in advance for doing this for me; You know I would do it for you too. I wish you much health and happiness and all my love to you, Susana and Joyce whom I consider as my family as well. I will see you again,

Julie Gonzalez
125 Lancaster Road Boynton Beach Fl 33426.

**IN THE 15TH JUDICIAL CIRCUIT
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(circle) ORIGINAL - ATTACH TO EVIDENCE EVIDENCE DEPT COPY FILE COPY



Wickboldt
trial
6/28 / 10-DR-3810

FILED
2013 JUL 24 AM 11:18
SOUTH BEACH COUNTY CLERK
SOUTH CITY BRATTON-FILED

Access Fifty Checking

01 [REDACTED] 034 30 0 15 SAFEKEPT Replacement Statement

LLOYD WICKBOLDT
JULIE GONZALEZ
125 LANCASTER RD
BOYNTON BEACH FL 33426-8432

PB

Access Fifty Checking

8/23/2008 thru 9/23/2008

Account number: [REDACTED]
Account owner(s): LLOYD WICKBOLDT
JULIE GONZALEZ

Account Summary

Opening balance 8/23	\$248.97
Deposits and other credits	10,181.34 +
Other withdrawals and service fees	10,123.62 -
Closing balance 9/23	\$306.69

Deposits and Other Credits

Date	Amount	Description
9/05	200.00	DEPOSIT
9/09	141.00	DEPOSIT
9/12	250.00	DEPOSIT
9/12	2,528.34	AUTOMATED CREDIT LINCOLN NATIONAL EFTPYMNT12 CO. ID. 6620395665 080912 PPD
9/17	62.00	DEPOSIT
9/17	100.00	DEPOSIT TOWN CENTER PLAZA 09/17#2244 5355 TOWN CENTER BOCA RATON FL 0017W004906
9/17	300.00	DEPOSIT TOWN CENTER PLAZA 09/17#2244 5355 TOWN CENTER BOCA RATON FL 0017W004911
9/22	1,320.00	AUTOMATED CREDIT PRVR LIFE INS CO CLM PAYMT CO. ID. 1041768571 080922 PPD
9/22	5,280.00	AUTOMATED CREDIT PRVR LIFE INS CO CLM PAYMT CO. ID. 1041768571 080922 PPD
Total	\$10,181.34	

Other Withdrawals and Service Fees

Date	Amount	Description
8/26	0.00	INQUIRY 20 N CONGRESS AVE 3029-000625
8/26	72.42	PURCHASE MACY'S / FL 018 5700 W 08/25 BOCA RATON FL 3029I637075
8/27	164.00	PURCHASE FIRSTLAB 08/25 4828535744413 800-254-7171 PA 3029V269000
8/29	0.00	INQUIRY 20 N CONGRESS AVE 3029-001357

Other Withdrawals and Service Fees continued on next page.

EXHIBIT
2
10DR 3810
PENGAD 800-651-6989

169180728211 NNNNN NNNNN NNNNN 000075 LWDRFDSA 002384



WACHOVIA

Access Fifty Checking

02 [REDACTED] 034 30 0 15 SAFEKEPT Replacement Statement

Other Withdrawals and Service Fees continued

Date	Amount	Description	
9/02	7.01	PURCHASE EXXONMOBIL POS BOYNTNBC FL 3029I214724	08/29
9/03	11.99	PURCHASE TWX*AOL SERVICE 09 4828535744413 800-827-6364 NY 3029Z280000	09/03
9/03	35.00	OVERDRAFT/UNAVAILABLE FUNDS FEE 1 TRANSACTION(S) AT \$35.00	
9/08	43.73	PURCHASE RACETRAC459 BOYNTON BEAC FL 3029I219829	09/05
9/08	51.89	PURCHASE SOU THE SPORTS AUTH4617 BOYNTON BCH FL 3029I049038	09/05
9/08	70.00	OVERDRAFT/UNAVAILABLE FUNDS FEE 2 TRANSACTION(S) AT \$35.00	
9/08	140.76	PURCHASE COSTCO WHSE #00345 0990 BOCA RATON FL 3029I457536	09/05
9/12	0.00	INQUIRY 12440 SW PINES BLVD 0017-005511	
9/12	120.00	WITHDRAWAL SOUTH BOYNTON BEACH 20 N CONGRESS AVE BOYNTON BEAC FL 3029W004800	09/12
9/12	2,500.00	COUNTER WITHDRAWAL	
9/15	3.23	PURCHASE RACETRAC459 BOYNTON BEAC FL 3029I515916	09/12
9/15	57.63	PURCHASE SOU THE SPORTS AUTH6323 DEERFIELD BC FL 3029I987674	09/12
9/15	60.62	PURCHASE RACETRAC459 BOYNTON BEAC FL 3029I016098	09/12
9/15	140.00	OVERDRAFT/UNAVAILABLE FUNDS FEE 4 TRANSACTION(S) AT \$35.00	
9/15	256.34	AUTOMATED DEBIT GOLDEN RULE INS INS. PREM. CO. ID. 9005900018 080915 PPD	
9/17	0.00	INQUIRY 5355 TOWN CENTER ROAD 0017-004908	
9/17	0.00	INQUIRY 5355 TOWN CENTER ROAD 0017-004912	
9/18	0.00	INQUIRY 20 N CONGRESS AVE 3029-006007	
9/19	0.00	INQUIRY 20 N CONGRESS AVE 3029-006282	
9/19	40.00	WITHDRAWAL SOUTH BOYNTON BEACH 20 N CONGRESS AVE BOYNTON BEAC FL 3029W006283	09/18
9/19	42.08	PURCHASE EXXONMOBIL POS BOYNTNBC FL 3029I021575	09/18

Other Withdrawals and Service Fees continued on next page.



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WACHOVIA

Access Fifty Checking

03 [REDACTED] 034 30 0 15 SAFEKEPT Replacement Statement

Other Withdrawals and Service Fees continued

Date	Amount	Description
9/22	6.92	PURCHASE BP OIL 0953 09/19 4828535744413 BOYNTON BEAC FL 3029V266832
9/23	6,300.00	COUNTER WITHDRAWAL
Total	\$10,123.62	

Daily Balance Summary

Dates	Amount	Dates	Amount	Dates	Amount
08/26	176.55	09/05	158.55	09/17	95.69
08/27	12.55	09/08	147.83 -	09/18	95.69
08/29	12.55	09/09	6.83 -	09/19	13.61
09/02	5.54	09/12	151.51	09/22	6,606.69
09/03	41.45 -	09/15	366.31 -	09/23	306.69

Important Information: If a payment order requires U.S. Dollars to be transferred to a beneficiary account located outside of the United States or its protectorates or territories, we or the beneficiary's bank may elect to pay the beneficiary in non-U.S. Dollar currency at our or the beneficiary bank's buying rate of currency exchange for wire transfers.

At Wachovia, we do our best to provide continued customer service and security. In doing so, your telephone communications with us may be monitored and recorded by our employees or agents.

Important Information about a change to your Deposit Agreement and Disclosures for Personal Accounts. This sentence is added to the Joint Accounts provision, effective October 1, 2008: If you have a joint account with your spouse at Wachovia, you agree that we may treat your accounts as owned by joint tenants and not as a tenancy by the entireties, even if your account is titled as such.



FE05A109 000009 163180728211 NNNNNN NNNNNN NNNNNN 000077 LWDE05SA 002386



WACHOVIA

Access Fifty Checking

04 1010153175428 034 30 0 15 SAFEKEPT Replacement Statement



Customer Service Information

	Phone number	Address
Checking Savings Accounts, Check Card ATM Card	800-WACHOVIA 800-922-4684	WACHOVIA BANK, NATIONAL ASSOCIATION NC8502 P O BOX 563966 CHARLOTTE NC 28256-3966
TDD (For the Hearing Impaired) En español para cuentas corrientes y de ahorros	800-388-2234 800-326-8977	CHARLOTTE NC 28256-3966
Bank By Mail (Deposits Only)		WACHOVIA BANK, NATIONAL ASSOCIATION FL8044 P O BOX 522817 MIAMI FL 33152-2817
Consumer Loan Accounts	800-347-1131	WACHOVIA BANK, NATIONAL ASSOCIATION VA0343 P O BOX 13327 ROANOKE VA 24040-0343

In Case of Errors or Questions About Your Electronic Transfers: Telephone us at 800-WACHOVIA, 800-922-4684, or write to us at WACHOVIA BANK, NATIONAL ASSOCIATION, NC8502, P O BOX 563966, CHARLOTTE NC 28256-3966, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number (if any).
 2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
 3. Tell us the dollar amount of the suspected error.
- We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error. You will have use of the money during the time it takes us to complete our investigation.

WACHOVIA BANK, N.A. IS MEMBER FDIC

FEEDSA169 000009 169180728211 NNNNNN NNNNNN NNNNNN 000078 LYDHEDSA 002387

NON-NEGOTIABLE Internal Use Only

Withdrawal

Name

Julie Gonzalez

Authorized Signature

Date

9/12/08

Number written amount of withdrawal

Two Thousand Five Hundred Dollars

DOLLARS

Account Number

Amount

*

[Redacted Account Number]

\$

2,500.00

0000 561154 1100-PNG REV 051
08020145

Wachovia

ORG# 003 ACCT# [Redacted]

09-12-08 [Redacted] #0000121

02:01 PM \$2,500.00

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WACHOVIA NA SV0036 3634T
ORLANDO FL 09122008 04PK

173597111

REQUEST 00004811125000000000 2500.00
ROLL REDE 20080912 1734597141+
JOB REDE P ACCT [Redacted]
REQUESTOR FRED SCHILD

LLOYD WICKBOLDT
840 VIRGINIA GARDEN DR

BOYNTON BEACH, FL 33435-6406

000034



REDSA151 000010 151180554211 NNNNN NNNNN NNNNNN 000525 LWOREDSA

002896

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USE BLACK OR BLUE INK ONLY IF TYPING Disregard separators within fields IF HAND ENTRY Keep characters within boxes

Withdrawal

Name

Julio Gonzalez

Authorized Signature

[Handwritten Signature]

Date

9/21/08

Numeric/written amount of withdrawal

Account Number

Six Thousand Three Hundred

DOLLARS

Amount

* 1010153175428 \$

6,300.00

0000 561154 (100 PKG REV 05)
08130989

REV 655598

P.B

Wachovia

ORG# 003 ACCT# [REDACTED]

09/23/08 [REDACTED] # [REDACTED]

04:09 PM \$6,300.00

⑆540003680⑆ 1010153175428⑆

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JUN 16 08

127

⑆0631075134⑆
WACHOVIA NA SVC636 3242T
ORLANDO FL 09232098 04PK

323975434⑆

REQUEST 00004811125000000000 6300.00
ROLL REDE 20080923 3239754341+
JOB REDE P ACCT [REDACTED]
REQUESTOR FRED SCHILD

LLOYD WICKBOLDT
840 VIRGINIA GARDEN DR

BOYNTON BEACH, FL 33435-6406

000035

REDSAT51 000010 151180554211 NNNNNN NNNNNN NNNNNN 000528 LMDREDSA

002889

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RESPONDENT'S 2005 INDIVIDUAL INCOME TAX RETURN	1					25	
TTL	10						

Box _____	Envelope <u> 1 </u>	Poster _____	Roll _____	Xray _____	Awk _____	Val _____	Sealed _____
Special Instructions _____							

XFER DATE _____	COURT CLERK _____	EVIDENCE CLERK _____	
FOR CLERK USE ONLY			
PLT/PET Exhibits Returned	Y / N _____	DFT/RESP Exhibits Returned	Y / N _____
Disposal Approved by	Fprint _____	sign _____	date _____
Disposal Approved by (crim)	Fprint _____	sign _____	date _____
Manager Approval	Fprint _____	sign _____	date _____
Destruction Date _____			
Destruction Witnessed by	Fprint _____	sign _____	date _____



FILED
2013 JUL 24 AM 11:18
JIM RON R. BROWN, CLERK
PAM BEACH COUNTY
SOUTH BEACH, FLORIDA

Access Fifty Checking

01 [REDACTED] 034 30 0 15 SAFEKEPT Replacement Statement

LLOYD WICKBOLDT
JULIE GONZALEZ PB
125 LANCASTER RD
BOYNTON BEACH FL 33426-8432

Access Fifty Checking

9/24/2008 thru 10/27/2008

Account number: [REDACTED]
Account owner(s): LLOYD WICKBOLDT
JULIE GONZALEZ

Account Summary

Opening balance 9/24 \$306.69
Deposits and other credits 9,808.34 +
Other withdrawals and service fees 10,094.83 -
Closing balance 10/27 \$20.20

Deposits and Other Credits

Date	Amount	Description
9/29	140.00	DEPOSIT EAST DELRAY BEACH OFFI 09/29#7670 1500 SO. FEDERAL EAST DELRAY FL 0017W002555
10/09	180.00	DEPOSIT SOUTH BOYNTON BEACH 10/08#5720 20 N CONGRESS AVE BOYNTON BEAC FL 0017W001193
10/14	360.00	DEPOSIT SOUTH BOYNTON BEACH 10/13#5720 20 N CONGRESS AVE BOYNTON BEAC FL 0017W002450
3 10/21	2,528.34	AUTOMATED CREDIT LINCOLN NATIONAL EFTPYMNT12 CO. ID. 6620395665 081021 PPD
3 10/22	1,320.00	AUTOMATED CREDIT PRVR LIFE INS CO CLM PAYMT CO. ID. 1041768571 081022 PPD
3 10/22	5,280.00	AUTOMATED CREDIT PRVR LIFE INS CO CLM PAYMT CO. ID. 1041768571 081022 PPD
Total	\$9,808.34	

Other Withdrawals and Service Fees

Date	Amount	Description
9/25	82.00	PURCHASE FIRSTLAB 09/23 4828535744413 800-254-7171 PA 3029V259000
9/29	0.00	INQUIRY 1500 SO. FEDERAL WAY 0017-002556
9/29	114.64	PURCHASE BKST-LOUISIANA-ST- 09/26 4828535744413 BATON ROUGE LA 3029V254714
10/02	54.89	PURCHASE PILOT TRAVEL CENTER 042 10/01 MIDWAY FL 3029I034988
10/06	11.99	PURCHASE TWX*AOL SERVICE 10 10/03 4828535744413 800-827-6364 NY 30292220006

Other Withdrawals and Service Fees continued on next page.

000038

EXHIBIT
3
10023810
PENGAD 800-631-6888

REDA 169 000009 169180729211 NNNNN NNNNN NNNNNN 000071 LWDEDSA 002280



WACHOVIA

Access Fifty Checking

02 [REDACTED] 034 30 0 15 SAFEKEPT Replacement Statement

Other Withdrawals and Service Fees continued

Date	Amount	Description
10/06	181.17	PURCHASE SOU THE SPORTS AUTH0329 10/03 BOYNTON BCH FL 3029I944366
10/09	0.00	INQUIRY 20 N CONGRESS AVE 3029-001356
10/09	40.00	WITHDRAWAL SOUTH BOYNTON BEACH 10/09 20 N CONGRESS AVE BOYNTON BEAC FL 3029W001357
10/10	40.05	PURCHASE RACETRAC459 10/09 BOYNTON BEAC FL 3029I240461
10/14	0.00	INQUIRY 20 N CONGRESS AVE 0017-002451
10/14	0.00	INQUIRY 20 N CONGRESS AVE 3029-001813
10/14	100.00	WITHDRAWAL SOUTH BOYNTON BEACH 10/10 20 N CONGRESS AVE BOYNTON BEAC FL 3029W001814
10/16	0.00	INQUIRY 20 N CONGRESS AVE 0017-002990
10/16	0.00	INQUIRY 20 N CONGRESS AVE 3029-002979
10/16	35.00	OVERDRAFT/UNAVAILABLE FUNDS FEE 1 TRANSACTION(S) AT \$35.00
10/16	40.06	PURCHASE RACETRAC459 10/15 BOYNTON BEAC FL 3029I404976
10/16	100.00	WITHDRAWAL SOUTH BOYNTON BEACH 10/16 20 N CONGRESS AVE BOYNTON BEAC FL 3029W002980
10/16	256.34	AUTOMATED DEBIT GOLDEN RULE INS INS. PREM. CO. ID. 9005900018 081016 PPD
10/20	70.00	OVERDRAFT/UNAVAILABLE FUNDS FEE 2 TRANSACTION(S) AT \$35.00
10/20	134.56	PURCHASE TARGET T2210 BOYNTON B 10/19 BOYNTON BEAC FL 3029I084136
10/20	137.78	PURCHASE SOU THE SPORTS AUTH1624 10/17 DEERFIELD BC FL 3029I477146
3 10/21	1,845.00	COUNTER WITHDRAWAL
10/22	44.74	PURCHASE COSTCO WHSE #00345 0990 10/21 BOCA RATON FL 3029I496346
10/23	0.00	INQUIRY 7009 BERACUSA WAY 3029-003849
10/23	100.00	WITHDRAWAL BOCA DEL MAR OFFICE 10/22 7009 BERACUSA WAY BOCA RATON FL 3029W003850
10/23	106.11	PURCHASE COSTCO WHSE #00345 0990 10/22 BOCA RATON FL 3029I498314
3 10/23	6,300.00	COUNTER WITHDRAWAL
10/24	260.50	PURCHASE FIRSTLAB 10/24 4828535744413 2155401651 PA 3029V202071

Other Withdrawals and Service Fees continued on next page.

000039



FEEDSA189 000009 169180728211 NNNNN NNNNNN NNNNNN 00007Z LNDREOSA 002381



WACHOVIA

Access Fifty Checking

03 [REDACTED] 034 30 0 15 SAFEKEPT Replacement Statement

Other Withdrawals and Service Fees continued

Date	Amount	Description
10/27	0.00	INQUIRY 20 N CONGRESS AVE 3029-005170
10/27	40.00	WITHDRAWAL SOUTH BOYNTON BEACH 10/25 20 N CONGRESS AVE BOYNTON BEAC FL 3029W005171
Total	\$10,094.83	

Daily Balance Summary

Dates	Amount	Dates	Amount	Dates	Amount
09/25	224.69	10/10	101.95	10/22	6,826.81
09/29	250.05	10/14	361.95	10/23	320.70
10/02	195.16	10/16	69.45 -	10/24	60.20
10/06	2.00	10/20	411.79 -	10/27	20.20
10/09	142.00	10/21	271.55		

Effective immediately, the maximum ATM cash withdrawal limit per calendar day for Check Cards ranges from \$100 - \$2,000 based on the type of account you maintain. The maximum limit for ATM Cards ranges from \$100 - \$1,500. An ATM cash withdrawal limit is just one way Wachovia protects your account. For more information about Wachovia's efforts to protect you, visit wachovia.com/securityplus.

Effective December 1, 2008 the non-Wachovia ATM fee for withdrawals, transfers, and balance inquiries at a non-Wachovia ATM in a foreign country will be \$5.00 each.

Earn \$25 or more with Wachovia! With our Customer Referral Program, when you tell someone why you're with Wachovia and they open a Wachovia Free Checking account we'll give you both \$25. And now, making a referral is easier than ever with our new online referral option. Visit wachovia.com/referral for more details.



FEEDSA169 0000009 169180728211 NNNNNN NNNNNN NNNNNN 000073 LMDFEESA 002382



WACHOVIA

Access Fifty Checking

04 [REDACTED] 034 30 0 15 SAFEKEPT Replacement Statement

Customer Service Information

	Phone number	Address
Checking Savings Accounts, Check Card ATM Card	800-WACHOVIA 800-922-4684	WACHOVIA BANK, NATIONAL ASSOCIATION NC8502 P O BOX 563966 CHARLOTTE NC 28256-3966
TDD (For the Hearing Impaired) En español para cuentas corrientes y de ahorros	800-388-2234 800-326-8977	
Bank By Mail (Deposits Only)		WACHOVIA BANK, NATIONAL ASSOCIATION FL8044 P O BOX 522817 MIAMI FL 33152-2817
Consumer Loan Accounts	800-347-1131	WACHOVIA BANK, NATIONAL ASSOCIATION VA0343 P O BOX 13327 ROANOKE VA 24040-0343

In Case of Errors or Questions About Your Electronic Transfers: Telephone us at 800-WACHOVIA, 800-922-4684, or write to us at WACHOVIA BANK, NATIONAL ASSOCIATION, NC8502, P O BOX 563966, CHARLOTTE NC 28256-3966, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number (if any).
 2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
 3. Tell us the dollar amount of the suspected error.
- We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error. You will have use of the money during the time it takes us to complete our investigation.

WACHOVIA BANK, N.A. IS MEMBER FDIC

REDSA169 000009 169160728211 NNNNNNNNNNNNNNNNNNN 000074 LWDREDSA 002383

000041

NON-NEGOTIABLE: Internal Use Only

USE BLACK OR BLUE INK ONLY IF TYPING Disregard separators within fields IF HAND ENTRY Keep characters within boxes

Withdrawal

Name

JULIE GONZALEZ

Authorized Signature

Date

10/22/08

Numeric/written amount of withdrawal

ONE THOUSAND EIGHT HUNDRED FORTY FIVE

DOLLARS

Account Number

Amount

*

[Redacted Account Number]

\$

1,845.00

0000 561154 (100 PKG REV 05)
08245032

Wachovia

ORG# 003 ACCT#

[Redacted]

10/21/08 00575 0796 #0000210

01:06 PM

\$1,845.00

⑆540003680⑆

⑆010153175428⑆

⑆0000184500⑆



10-08

3422 91100

⑆063107513⑆
WACHOVIA NA SVC036 3469T
ORLANDO FL 10212008 04PK

020375

REQUEST 00004811125000000000 1845.00
ROLL REDE 20081021 3234433796+
JOB REDE P ACCT [Redacted]
REQUESTOR FRED SCHILD

LLOYD WICKBOLDT
840 VIRGINIA GARDEN DR

BOYNTON BEACH, FL 33435-6406

000042

REDSAS151 000010 151180554211 NNNNN NNNNN NNNNNN 000529 LMDREDSA

002870

NON-NEGOTIABLE Internal Use Only

USE BLACK OR BLUE INK ONLY IF TYPING Disregard separators within fields IF HAND ENTERED Keep characters within boxes

Withdrawal

Name Julie Gonzalez

Authorized Signature

Date

Numeric/written amount of withdrawal

Six Thousand Three Hundred Dollars DOLLARS

Account Number

Amount

*

[Redacted Account Number]

\$

6,300.00

0000 561154 (100 PKG REV 05)
08245032

FUNE

FF

12/10

Wachovia

10:23:09 00575 1355 #0000045

03:24 PM \$6,300.00

⑆540003680⑆

[Redacted MICR Line]

⑆0000630000⑆



⑆0631075134
WACHOVIA NA 56636 34011
ATLANTA FL 10232008 44PK
3034501195

REQUEST 00004811125000000000 6300.00
ROLL REDE 20081023 3034601196+
JOB REDE P ACCT 0031010153175428
REQUESTOR FRED SCHILD

LLOYD WICKBOLDT
840 VIRGINIA GARDEN DR

BOYNTON BEACH, FL 33435-6406

000043

REPSA151 000010 151180554211 NNNNNN NNNNNN NNNNNN 000530 LMDREDSA

002871

**IN THE 15TH JUDICIAL CIRCUIT
PALM BEACH COUNTY
EXHIBIT LIST**

DATE REC'D <u>7/24/2013</u>	CASE STYLE <u>LLOYD G WICKBOLDT v JULIE M GONZALEZ</u>
CASE # / DIV <u>2010DR003810 FY</u>	PLTF/ST/PET <u>LLOYD G WICKBOLDT</u>
JUDGE <u>FRENCH</u>	DEFT/RESP <u>JULIE M GONZALEZ</u>
DATE OF JUD <u>8/5/2013</u>	HRG TYPE <u>DISSOLUTION</u>
CHARGE <u>NA</u>	COURT CLERK <u>J HEATON</u> <input checked="" type="checkbox"/> Clerk not present at trial

Description	QTY	PLT/ST/ PET ID	PLT/ST/ PET EV	DFT/RSP ID	DFT/RSP EV	COURT ID/EV	D-OSTROYD R-RETD
COPY OF AMTRUST BANK WITHDRAWAL SLIP	1		1				
MARRIAGE RECORD	1		4				
COPY OF CANCELED CHECK DTD 01/31/2007	1		5				
MY WILL-JULIE M GONZALEZ DTD 05/28/2009	1		17				
REF: EXPLANATION OF WILL	1		18				
COPIES OF WACHOVIA BANK STATEMENTS 8/23-9/23/08	1					2	
COPIES OF WACHOVIA BANK STATEMENTS 9/24-10/27/08	1					3	
COPIES OF TITANIUM CHECKING BANK STATEMENT DTD 09/16/08	1					4	
SUMMARY OF ACCOUNTS TITANIUM CHECKING DTD 10/16/08	1					5	
SUMMARY OF ACCOUNTS TITANIUM CHECKING DTD 11/18/08	1					6	
COPY OF RESPONDENT'S PASSPORT	1					9	
COPY OF PARTIE'S WEDDING INVITATION	1					10	
MASS MUTUAL COPY OF CHECK DTD 12/05/07	1					11	
BOYNTON BEACH PD INCIDENT REPORT #9063254	1					12	
TTL	14						

FILED
SOUTH COUNTY BRANCH OFFICE
OCT 31 2013
SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

Box ___ Envelope 1 Poster ___ Roll ___ Xray ___ Awk ___ Val ___ Sealed ___
Special Instructions _____

XFER DATE _____ COURT CLERK _____ EVIDENCE CLERK _____

FOR CLERK USE ONLY

PLT/PET Exhibits Returned	Y / N	_____	DFT/RESP Exhibits Returned	Y / N	_____
Disposal Approved by	Frint	_____	sign	_____	date
Disposal Approved by (crim)	Frint	_____	sign	_____	date
Manager Approval	Frint	_____	sign	_____	date
Destruction Date		_____			
Destruction Witnessed by	Frint	_____	sign	_____	date

(circle)

ORIGINAL - ATTACH TO EVIDENCE

EVIDENCE DEPT COPY

FILE COPY

JULIA M GONZALES
 125 LANCASTER ROAD
 BOYNTON BEACH FL 33426

FILED
 2013 JUL 24 AM 11:18
 CLERK OF DISTRICT COURT
 PALM BEACH COUNTY
 SOUTH CITY BRANCH FILED

Page Number: **1** of 6
 Account Number: **[REDACTED]**
 Date: **10/16/08**
 Enclosures: **16**

Summary of Accounts

Deposit Account Type	Account Number	Ending Balance
GOLD SAVINGS	[REDACTED]	6,430.56
TITANIUM CHECKING	[REDACTED]	43,973.13
-Total of Your Deposits-		50,403.69

790007132

TITANIUM CHECKING

Activity Summary

Beginning Balance	9-16-08	37,342.69
+Deposits/Credits	2	16,768.75
-Checks/Debits	38	10,179.86
-Service Charge		.00
+Interest Paid		41.55
Ending Balance	10-16-08	43,973.13

Interest Summary

Interest Earned From 9/17/08 Through 10/16/08		
Days in Period		30
Interest Earned		41.55
Annual Percentage Yield Earned		1.25 %
Interest Paid This Statement		41.55
Interest Withheld This Statement		.00
Interest Paid This Year		349.10
Interest Withheld This Year		.00

Deposits and Withdrawals

Date	Description	Amount
9-17	DDA WITHDRAWAL	100.00 -
9-17	DDA WITHDRAWAL	300.00 -
9-19	DDA WITHDRAWAL	1000.00 -
9-22	DDA WITHDRAWAL	700.00 -
9-23	CUSTOMER DEPOSIT	6200.00
10-16	INTEREST PAYMENT	41.55

EFT Activity

Date	Description	Amount
9-18	ATM W/D AMTRUST BA 127 N. CONGRESS AV BOYNTON BEACH FL	240.00 -
9-18	ATM INQ AMTRUST BA	

EXHIBIT
 5
 10DR3810
 PENGAD 800-831-6888

AMTRUST BANK®

A Division of New York Community Bank, Member FDIC

JULIA M GONZALES

Page Number:
Account ending in:
Date:

2 of 6
[REDACTED]
10/16/08

EFT Activity

Date	Description	Amount
9-19	127 N. CONGRESS AV BOYNTON BEACH FL FPL PAYMENT CTR BILL PYMT SERIAL NUMBER: 348 3303650026	248.40 -
9-22	HOME DEPOT/EXPO CHECK PYMT SERIAL NUMBER: 0350 25B50A6FD91A1D98	136.72 -
9-29	ATM W/D AMTRUST BA 1536 A SOUTH FEDER DELRAY BEACH FL	140.00 -
9-29	ATM INQ AMTRUST BA 1536 A SOUTH FEDER DELRAY BEACH FL	
10-01	T-Mobile Inc. Payment SERIAL NUMBER: 035 325856217	53.94 -
10-02	Allstate P&C Ins CHECKPAYMT SERIAL NUMBER: 0356 2400000961528518000626	183.62 -
10-07	DISCOVER ARC PAYMENTS SERIAL NUMBER: 360 3202 DOVARC	1170.05 -
10-09	ATM DEP AMTRUST BA 127 N. CONGRESS AV BOYNTON BEACH FL	10568.75
10-09	ATM W/D AMTRUST BA 127 N. CONGRESS AV BOYNTON BEACH FL	280.00 -
10-09	ATM INQ AMTRUST BA 127 N. CONGRESS AV BOYNTON BEACH FL	
10-09	ATM INQ AMTRUST BA 127 N. CONGRESS AV BOYNTON BEACH FL	
10-10	CAPITAL ONE AUTO CHECK PYMT SERIAL NUMBER: 362 [REDACTED]	627.94 -
10-14	ATM W/D AMTRUST BA 127 N. CONGRESS AV BOYNTON BEACH FL	340.00 -
10-14	ATM W/D AMTRUST BA 1536 A SOUTH FEDER DELRAY BEACH FL	100.00 -
10-14	ATM INQ AMTRUST BA 1536 A SOUTH FEDER DELRAY BEACH FL	
10-14	ATM INQ AMTRUST BA 127 N. CONGRESS AV BOYNTON BEACH FL	
10-15	AT&T SERVICES CHECKPAYMT	116.97 -

000047

AMTRUST BANK®

A Division of New York Community Bank, Member FDIC

JULIA M GONZALES

Page Number: 3 of 6
 Account ending in: XXXXXXXXXX
 Date: 10/16/08

EFT Activity

Date	Description	Amount
	SERIAL NUMBER: 30365 982882303910050	

Checks Paid

Date	Check No	Amount	Date	Check No	Amount
10-06	303	210.00	9-23	349 *	315.76
9-25	351 *	300.00	10-06	353 *	259.81
10-03	354	29.29	10-14	358 *	100.00
10-06	359	57.39	10-10	361 *	400.00
10-15	364 *	767.16	10-14	366 *	47.10
10-15	367	13.72	10-14	368	1000.00
10-16	369	266.99	10-16	370	500.00
10-15	371	100.00	10-14	372	75.00

(* indicates a break in check number sequence)

Overdraft / Non Sufficient Funds Fee Summary

	This Cycle	YTD
RETURNED ITEM FEES	.00	.00
PAID ITEM FEES	.00	.00
TOTAL ITEM FEES CHARGED	.00	.00

	This Cycle	YTD
REFUND OF RETURNED ITEM FEES	.00	.00
REFUND OF PAID ITEM FEES	.00	.00
TOTAL ITEM FEES REFUNDED	.00	.00

Daily Balance Summary

Date	Amount	Date	Amount	Date	Amount
9-16	37342.69	9-17	36942.69	9-18	36702.69
9-19	35454.29	9-22	34617.57	9-23	40501.81
9-25	40201.81	9-29	40061.81	10-01	40007.87
10-02	39824.25	10-03	39794.96	10-06	39267.76
10-07	38097.71	10-09	48386.46	10-10	47358.52
10-14	45596.42	10-15	44698.57	10-16	43973.13

AMTRUST BANK®

A Division of New York Community Bank, Member FDIC

JULIA M GONZALES

Page Number: 4 of 6
Account ending in: [REDACTED]
Date: 10/16/08

959466648

GOLD SAVINGS

Activity Summary

Beginning Balance	6-30-08	590.99
+Deposits/Credits	1	5,820.52
-Withdrawals/Debits		.00
-Service Charge		.00
+Interest Paid		19.05
Ending Balance	10-16-08	6,430.56

Interest Summary

Interest Earned From 7/01/08 Through 10/16/08	
Days In Period	108
Interest Earned	24.63
Annual Percentage Yield Earned	2.00 %
Interest Paid This Statement	19.05
Interest Withheld This Statement Period	.00
Interest Paid This Year	26.49
Interest Withheld This Year	.00

Deposits and Withdrawals

Date	Description	Amount
8-11	SAV DEPOSIT NO BOOK	5820.52
9-30	INTEREST PAYMENT	19.05

Daily Balance Summary

Date	Amount	Date	Amount	Date	Amount
6-30	590.99	8-11	6411.51	9-30	6430.56

Thank you for banking with AmTrust Bank. Call 888-696-4444, click www.amtrust.com, or come in to your nearest branch for any questions regarding your account.

000049

AMTRUST BANK

A Division of New York Community Bank, Member FDIC

Page Number:
Account Number:
Date:

5 of 6
[REDACTED]
10/16/08

031000013
10/06/2008
034000140333227
This is a LEGAL COPY of your check. The check and the original may vary in appearance.

0002/00/01 18840000000

031000013
10/06/08

JULIA M. GONZALEZ
17103 SW 28TH COURT
MIAMI, FL 33027

353
Date: 10/06/08

Pay to the Order of: Debra De la Torre \$ 210.00
Two Hundred Ten Dollars and 00/100

AMTRUST BANK

For: STUS to Ann's Metal Corp.

⑆267091221⑆ [REDACTED] 0303 ⑆0000074000⑆

10/06/2008 303 \$210.00

349-4153 NICKERLOT HOND
JULIA M. GONZALEZ
17103 SW 28TH COURT
MIAMI, FL 33027

359
Date: 10/16/08

Pay to the Order of: Personal Trust \$ 57.39
Fifty Seven Dollars and 39/100

AMTRUST BANK

For: Cheque

⑆267091221⑆ [REDACTED] 0359

10/06/2008 359 \$57.39

JULIA M. GONZALEZ
17103 SW 28TH COURT
MIAMI, FL 33027

349
Date: 9/15/08

Pay to the Order of: Navica TH Association \$ 315.76
Three Hundred Fifteen Dollars and 76/100

AMTRUST BANK

For: Check # 338-00198-CU

⑆267091221⑆ [REDACTED] 0349

09/23/2008 349 \$315.76

JULIA M. GONZALEZ
17103 SW 28TH COURT
MIAMI, FL 33027

361
Date: 10/14/08

Pay to the Order of: Capital One USA \$ 400.00
Four Hundred Dollars

AMTRUST BANK

For: Check # 486-2867162891705

⑆267091221⑆ [REDACTED] 0361

10/10/2008 361 \$400.00

JULIA M. GONZALEZ
17103 SW 28TH COURT
MIAMI, FL 33027

351
Date: 9/20/08

Pay to the Order of: V. Dickson Seely \$ 300.00
Three Hundred Dollars

AMTRUST BANK

For: Buyer's way thanks!

⑆267091221⑆ [REDACTED] 0351 ⑆0000030000⑆

09/25/2008 351 \$300.00

JULIA M. GONZALEZ
17103 SW 28TH COURT
MIAMI, FL 33027

364
Date: 10/4/08

Pay to the Order of: HSBC Mortgage \$ 767.16
Seven Hundred Sixty seven and 16/100

AMTRUST BANK

For: Mortgage # 5187721

⑆267091221⑆ [REDACTED] 0364 ⑆0000076716⑆

10/15/2008 364 \$767.16

JULIA M. GONZALEZ
17103 SW 28TH COURT
MIAMI, FL 33027

353
Date: 9/22/08

Pay to the Order of: FIA Bank of America - U.C. \$ 259.81
Two Hundred Fifty Nine Dollars and 81/100

AMTRUST BANK

For: FIA CARD SALES

⑆267091221⑆ [REDACTED] 0353 ⑆0000025981⑆

10/06/2008 353 \$259.81

JULIA M. GONZALEZ
17103 SW 28TH COURT
MIAMI, FL 33027

366
Date: 10/5/08

Pay to the Order of: MACYS STORE \$ 47.10
Forty Seven Dollars and 10/100

AMTRUST BANK

For: Check # 4761370761

⑆267091221⑆ [REDACTED] 0366 ⑆000004710⑆

10/14/2008 366 \$47.10

031000013
10/03/2008
034000140333227
This is a LEGAL COPY of your check. The check and the original may vary in appearance.

0002/00/01 18840000000

031000013
10/03/08

JULIA M. GONZALEZ
17103 SW 28TH COURT
MIAMI, FL 33027

354
Date: 9/22/08

Pay to the Order of: Al Bedice Trs \$ 29.29
Twenty Nine Dollars and 29/100

AMTRUST BANK

For: Check # 00 W 922152

⑆267091221⑆ [REDACTED] 0354 ⑆000002929⑆

10/03/2008 354 \$29.29

JULIA M. GONZALEZ
17103 SW 28TH COURT
MIAMI, FL 33027

367
Date: 10/5/08

Pay to the Order of: Home Depot \$ 13.72
Thirteen Dollars and 72/100

AMTRUST BANK

For: Check # 6035 32007669700

⑆267091221⑆ [REDACTED] 0367 ⑆000001372⑆

10/15/2008 367 \$13.72

JULIA M. GONZALEZ
17103 SW 28TH COURT
MIAMI, FL 33027

358
Date: 9/30/08

Pay to the Order of: Marvin Friedman \$ 100.00
One Hundred Dollars

AMTRUST BANK

For: PRN

⑆267091221⑆ [REDACTED] 0358 ⑆0000010000⑆

10/14/2008 358 \$100.00

JULIA M. GONZALEZ
17103 SW 28TH COURT
MIAMI, FL 33027

368
Date: 10/4/08

Pay to the Order of: Bank of America \$ 1,000.00
One Thousand Dollars

AMTRUST BANK

For: Check # 4423556719

⑆267091221⑆ [REDACTED] 0368

10/14/2008 368 \$1,000.00

AMTRUST BANK

A Division of New York Community Bank, Member FDIC

Page Number:
Account Number:
Date:

6 of 6
[REDACTED]
10/16/08

JULIA M. GONZALEZ
17103 SW 28TH COURT
MIAMI, FL 33027

Lloyd Nickbocol
125 LAW CASTLE ROAD
10/16/08 Date

369

Pay to the Order of F.P.C. \$ 266.99

Two Hundred Sixty Six and 99/100 Dollars

AMTRUST BANK

For Quest # 3:036-5006

⑆257091221⑆ [REDACTED] 0369 ⑈000026699⑈

10/16/2008 369 \$266.99

JULIA M. GONZALEZ
17103 SW 28TH COURT
MIAMI, FL 33027

Lloyd Nickbocol
125 LAW CASTLE RD
BRYANTON COURT FL 10/16/08 Date

370

Pay to the Order of JOHN RUSSELL \$ 500.00

FIVE HUNDRED DOLLARS Dollars

AMTRUST BANK

For IMPU Payment - Thank you!

⑆257091221⑆ [REDACTED] 0370 ⑈000050000⑈

10/16/2008 370 \$500.00

JULIA M. GONZALEZ
17103 SW 28TH COURT
MIAMI, FL 33027

Lloyd Nickbocol
125 LAW CASTLE RD
10/16/08 Date

371

Pay to the Order of Bill Murphy \$ 100.00

One Hundred Dollars

AMTRUST BANK

For Thank you!

⑆257091221⑆ [REDACTED] 0371

10/15/2008 371 \$100.00

JULIA M. GONZALEZ
17103 SW 28TH COURT
MIAMI, FL 33027

305984-6158
10/10/08 Date

372

Pay to the Order of CAST \$ 75.00

Seventy Five Dollars Dollars

AMTRUST BANK

For JW

⑆257091221⑆ [REDACTED] 0372

Tran Amt \$ 75.00
Tran Type T1-@OnlineCk

10/14/2008 372 \$75.00

000051



A Division of New York Community Bank, Member FDIC

Current Date: May 23, 2011

Account Number: [REDACTED]
Capture Date: September 23, 2008
Posted Date: September 23, 2008
Item Number: 9700003760955
Posted Date: September 23, 2008
Amount: .00

The image shown below represents an official copy of the original document as processed by our institution.

DEPOSIT TICKET

JULIA M. GONZALEZ
17103 SW 39TH COURT
MIRAMAFI, FL 33027

DATE 9/23/08
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

SIGN HERE IF CASH RECEIVED FROM DEPOSIT

AMTRUST BANK
9582 Harding Avenue
Suntside, Florida 33154

53-9122/2670
79
CASH 6200.00

CHECKS _____

CHECKS OR TOTAL FROM OTHER SIDE _____

TOTAL ITEMS SUB TOTAL (6) 6200.00

LESS CASH _____

NET DEPOSIT \$ 56 6200.00

⑆ 267091221⑆ [REDACTED] 999

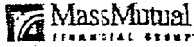
CHECKS

BR:078 TR# 0006 09/23/2008
28 U25315 Tran Amt\$ 6200.00
Tran Type: TINDDep \$9

TOTAL

100 100
50 50
20 20
10 10
5 5
2 2
1 1

000052



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
11/26/2008



0007402770

Bank of America, N.A.
Hartford CT

Amount of Check
\$10,568.75
Issued After 270 Days

51.424
719

Ten Thousand Five Hundred Sixty Eight Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLDY
125 LANCASTER RD
BOYNTON BEACH

FL 33426

04467286

Shawn Allen
President and CEO

Scott H. Lichten
Treasurer

C100210568

THIS DOCUMENT HAS AN EMBEDDED WATERMARK. PLEASE HOLD UP TO LIGHT TO VIEW. AND VISUAL SECURITY FEATURES TO ASSURE AUTHENTICITY BOTH FEATURES MUST BE PRESENT.

⑆0007402770⑆ ⑆041900445⑆0000096074⑆

9033



TULIE GANZAVETZ



Deposit

Julie Ganzavetz
C1505877

**IN THE 15TH JUDICIAL CIRCUIT
PALM BEACH COUNTY
EXHIBIT LIST**

DATE REC'D	<u>7/24/2013</u>	CASE STYLE	<u>LLOYD G WICKBOLDT v JULIE M GONZALEZ</u>
CASE # / DIV	<u>2010DR003810 FY</u>	PLTF/ST/PET	<u>LLOYD G WICKBOLDT</u>
JUDGE	<u>FRENCH</u>	DEFT/RESP	<u>JULIE M GONZALEZ</u>
DATE OF JUD	<u>8/5/2013</u>	HRG TYPE	<u>DISSOLUTION</u>
CHARGE	<u>NA</u>	COURT CLERK	<u>J HEATON</u> <input checked="" type="checkbox"/> Clerk not present at trial

Description	QTY	PLT/ST/ PET ID	PLT/ST/ PET EV	DFT/RSP ID	DFT/RSP EV	COURT ID/EV	D-DSTRYD R-RETD
COPY OF AMTRUST BANK WITHDRAWAL SLIP	1		1				
MARRIAGE RECORD	1		4				
COPY OF CANCELED CHECK DTD 01/31/2007	1		5				
MY WILL-JULIE M GONZALEZ DTD 05/28/2009	1		17				
REF: EXPLANATION OF WILL	1		18				
COPIES OF WACHOVIA BANK STATEMENTS 8/23-9/23/08	1					2	
COPIES OF WACHOVIA BANK STATEMENTS 9/24-10/27/08	1					3	
COPIES OF TITANIUM CHECKING BANK STATEMENT DTD 09/16/08	1					4	
SUMMARY OF ACCOUNTS TITANIUM CHECKING DTD 10/16/08	1					5	
SUMMARY OF ACCOUNTS TITANIUM CHECKING DTD 11/18/08	1					6	
COPY OF RESPONDENT'S PASSPORT	1					9	
COPY OF PARTIE'S WEDDING INVITATION	1					10	
MASS MUTUAL COPY OF CHECK DTD 12/05/07	1					11	
BOYNTON BEACH PD INCIDENT REPORT #9063254	1					12	
TTL	14						

FILED
SOUTH COUNTY BRANCH OFFICE
OCT 31 2013
SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

Box ___ Envelope 1 Poster ___ Roll ___ Xray ___ Awk ___ Val ___ Sealed ___
Special Instructions _____

XFER DATE _____ COURT CLERK _____ EVIDENCE CLERK _____

FOR CLERK USE ONLY

PLT/PET Exhibits Returned	Y / N	_____	DFT/RESP Exhibits Returned	Y / N	_____
Disposal Approved by	Print	_____	sign	_____	date
Disposal Approved by (crim)	Print	_____	sign	_____	date
Manager Approval	Print	_____	sign	_____	date
Destruction Date	_____				
Destruction Witnessed by	Print	_____	sign	_____	date

(circle)

ORIGINAL - ATTACH TO EVIDENCE

EVIDENCE DEPT COPY

FILE COPY

JULIA M GONZALES
 125 LANCASTER ROAD
 BOYNTON BEACH FL 33426

FILED
 2013 JUL 24 AM 11:18
 J. ARON P. EBERHARDT
 PALM BEACH COUNTY CLERK
 SOUTH CITY BRANCH-FILED

Page Number: 1 of 6
 Account Number: [REDACTED]
 Date: 11/18/08
 Enclosures: 14

Summary of Accounts

Deposit Account Type	Account Number	Ending Balance
GOLD SAVINGS	[REDACTED]	6,430.56
TITANIUM CHECKING	[REDACTED]	50,222.58
-Total of Your Deposits-		56,653.14

790007132

TITANIUM CHECKING

Activity Summary

Beginning Balance	10-16-08	43,973.13
+Deposits/Credits	2	18,713.75
-Checks/Debits	33	12,517.57
-Service Charge		.00
+Interest Paid		53.27
Ending Balance	11-18-08	50,222.58

Interest Summary

Interest Earned From 10/17/08 Through 11/18/08		
Days in Period		33
Interest Earned		53.27
Annual Percentage Yield Earned		1.25 %
Interest Paid This Statement		53.27
Interest Withheld This Statement		.00
Interest Paid This Year		402.37
Interest Withheld This Year		.00

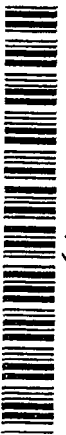
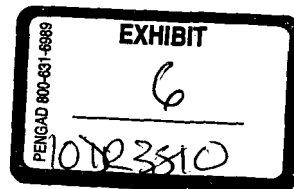
Deposits and Withdrawals

Date	Description	Amount
10-20	DDA WITHDRAWAL	1000.00 -
3 10-22	CUSTOMER DEPOSIT	8145.00
11-18	INTEREST PAYMENT	53.27

EFT Activity

Date	Description	Amount
10-23	AMERICAN EXPRESS CHECK PYMT SERIAL NUMBER: 000374 00008059 240 00000	1235.84 -
10-23	ATM W/D AMTRUST BA 127' N. CONGRESS AV BOYNTON BEACH FL	100.00 -
10-23	ATM INQ AMTRUST BA	

000056



AMTRUST BANK®

A Division of New York Community Bank, Member FDIC

JULIA M GONZALES

Page Number:
Account ending in:
Date:

2 of 6
■■■■■
11/18/08

EFT Activity

Date	Description	Amount
10-27	127 N. CONGRESS AV BOYNTON BEACH FL Allstate P&C Ins CHECKPAYMT SERIAL NUMBER: 0382 2400000961528518000626	183.62 -
10-27	T-Mobile Inc. Payment SERIAL NUMBER: 0380 325856217	53.97 -
10-27	T-Mobile Inc. Payment SERIAL NUMBER: 0381 658268185	52.30 -
10-29	WFNNB CREDITCARD CHECK PYMT SERIAL NUMBER: 378 274770817 0077	236.74 -
11-10	CAPITAL ONE ARC CHECK PYMT SERIAL NUMBER: 388 7529105831367560717069	300.00 -
11-10	CAPITAL ONE AUTO CHECK PYMT SERIAL NUMBER: 385 38648851001	727.94 -
11-10	HOME DEPOT/EXPO CHECK PYMT SERIAL NUMBER: 0392 25B50A6FD91A1D98	16.89 -
11-10	MACYS PAYMENT CHECK PYMT SERIAL NUMBER: 0389 84B0414B051E49AD	271.02 -
11-10	ATM DEP AMTRUST BA 127 N. CONGRESS AV BOYNTON BEACH FL	10568.75
11-10	ATM W/D AMTRUST BA 1536 A SOUTH FEDER DELRAY BEACH FL	400.00 -
11-10	ATM INQ AMTRUST BA 127 N. CONGRESS AV BOYNTON BEACH FL	
11-10	ATM INQ AMTRUST BA 1536 A SOUTH FEDER DELRAY BEACH FL	
11-12	FIA CardServices CHECK PYMT SERIAL NUMBER: 387 *****8552	1827.20 -
11-12	AT&T SERVICES CHECKPAYMT SERIAL NUMBER: 0391 983152998640456	123.25 -
11-17	ATM W/D AMTRUST BA 127 N. CONGRESS AV BOYNTON BEACH FL	260.00 -
11-17	ATM INQ AMTRUST BA 127 N. CONGRESS AV BOYNTON BEACH FL	

000057

AMTRUST BANK®

A Division of New York Community Bank, Member FDIC

JULIA M GONZALES

Page Number:
Account ending in:
Date:

3 of 6
[REDACTED]
11/18/08

Checks Paid

Date	Check No	Amount	Date	Check No	Amount
10-21	357	1800.00	10-24	363 *	134.00
10-23	373 *	150.00	11-05	375 *	35.00
11-04	376	1800.00	11-17	377	100.00
11-06	379 *	29.29	10-31	384 *	75.00
11-13	386 *	30.92	11-10	390 *	216.67
11-13	393 *	767.16	11-13	394	315.76
11-18	395	200.00	11-13	396	75.00

(* indicates a break in check number sequence)

Overdraft / Non Sufficient Funds Fee Summary

	This Cycle	YTD
RETURNED ITEM FEES	.00	.00
PAID ITEM FEES	.00	.00
TOTAL ITEM FEES CHARGED	.00	.00

	This Cycle	YTD
REFUND OF RETURNED ITEM FEES	.00	.00
REFUND OF PAID ITEM FEES	.00	.00
TOTAL ITEM FEES REFUNDED	.00	.00

Daily Balance Summary

Date	Amount	Date	Amount	Date	Amount
10-16	43973.13	10-20	42973.13	10-21	41173.13
10-22	49318.13	10-23	47832.29	10-24	47698.29
10-27	47408.40	10-29	47171.66	10-31	47096.66
11-04	45296.66	11-05	45261.66	11-06	45232.37
11-10	53868.60	11-12	51918.15	11-13	50729.31
11-17	50369.31	11-18	50222.58		

000058

AMTRUST BANK®

A Division of New York Community Bank, Member FDIC

JULIA M GONZALES

Page Number:
Account ending in:
Date:

4 of 6
[REDACTED]
11/18/08

959466648

GOLD SAVINGS

Activity Summary

Beginning Balance	10-16-08	6,430.56
+Deposits/Credits		.00
-Withdrawals/Debits		.00
-Service Charge		.00
+Interest Paid		.00
Ending Balance	11-18-08	6,430.56

Interest Summary

Interest Earned From 10/17/08 Through 11/18/08	
Days In Period	33
Interest Earned	10.17
Annual Percentage Yield Earned	1.77 %
Interest Paid This Statement	.00
Interest Withheld This Statement Period	.00
Interest Paid This Year	26.49
Interest Withheld This Year	.00

Daily Balance Summary

Date	Amount	Date	Amount	Date	Amount
10-16	6430.56				

Thank you for banking with AmTrust Bank. Call 888-696-4444, click www.amtrust.com, or come in to your nearest branch for any questions regarding your account.

000059

AMTRUST BANK

A Division of New York Community Bank, Member FDIC

Page Number:
Account Number:
Date:

5 of 6
[REDACTED]
11/18/08

JULIA M. GONZALEZ
17103 SW 28TH COURT
MIAMI, FL 33027

357

11/23/08 Date

Pay to the Order of: Laura Sullivan \$ 1,800.00
One Thousand Eight Hundred Dollars

AMTRUST BANK

For: 125 Lakeside Dr. RD B. River

⑆267091221⑆ [REDACTED] 0357 ⑆0000180000⑆

10/21/2008 357 \$1,800.00

JULIA M. GONZALEZ
17103 SW 28TH COURT
MIAMI, FL 33027

363

10/16/08 Date

Pay to the Order of: Gifts SA \$ 134.00
One Hundred Thirty Four Dollars

AMTRUST BANK

For: Joan Sullivan

⑆267091221⑆ [REDACTED] 0363 ⑆000013400⑆

10/24/2008 363 \$134.00

JULIA M. GONZALEZ
17103 SW 28TH COURT
MIAMI, FL 33027

373

10/22/08 Date

Pay to the Order of: Dr. Richard Seely \$ 150.00
One Hundred Fifty Dollars

AMTRUST BANK

For: Psychology - Thomas

⑆267091221⑆ [REDACTED] 0373 ⑆000015000⑆

10/23/2008 373 \$150.00

JULIA M. GONZALEZ
17103 SW 28TH COURT
MIAMI, FL 33027

375

10/22/08 Date

Pay to the Order of: Beatriz Medina \$ 35.00
Thirty Five Dollars

AMTRUST BANK

For: Dr. Lopez - Thank You!

⑆267091221⑆ [REDACTED] 0375

11/05/2008 375 \$35.00

JULIA M. GONZALEZ
17103 SW 28TH COURT
MIAMI, FL 33027

376

10/26/08 Date

Pay to the Order of: Laura Sullivan \$ 1,800.00
One Thousand Eight Hundred Dollars

AMTRUST BANK

For: Rent - 125 Lakeside Dr. River

⑆267091221⑆ [REDACTED] 0376 ⑆0000180000⑆

11/04/2008 376 \$1,800.00

JULIA M. GONZALEZ
17103 SW 28TH COURT
MIAMI, FL 33027

377

10/27/08 Date

Pay to the Order of: Nancy Kaufman \$ 100.00
One Hundred Dollars

AMTRUST BANK

For: REN

⑆267091221⑆ [REDACTED] 0377 ⑆000010000⑆

11/17/2008 377 \$100.00

JULIA M. GONZALEZ
17103 SW 28TH COURT
MIAMI, FL 33027

379

10/19/08 Date

Pay to the Order of: Yolke Lira \$ 29.29
Twenty Nine Dollars and 29/100

AMTRUST BANK

For: Polina + Dmitri

⑆267091221⑆ [REDACTED] 0379 ⑆000002929⑆

11/06/2008 379 \$29.29

JULIA M. GONZALEZ
17103 SW 28TH COURT
MIAMI, FL 33027

384

10/28/08 Date

Pay to the Order of: Josef Wilaligan \$ 75.00
Seventy Five Dollars

AMTRUST BANK

For: [REDACTED]

⑆267091221⑆ [REDACTED] 0384

10/31/2008 384 \$75.00

JULIA M. GONZALEZ
17103 SW 28TH COURT
MIAMI, FL 33027

386

11/04/08 Date

Pay to the Order of: Fed Ex \$ 30.92
Thirty Dollars and 92/100

AMTRUST BANK

For: DEET # 2697-294-L

⑆267091221⑆ [REDACTED] 0386 ⑆000003092⑆

11/13/2008 386 \$30.92

JULIA M. GONZALEZ
17103 SW 28TH COURT
MIAMI, FL 33027

390

11/4/08 Date

Pay to the Order of: FPL \$ 216.67
Two Hundred Sixteen and 67/100

AMTRUST BANK

For: DEET # 33036-50026

⑆267091221⑆ [REDACTED] 0390 ⑆0000021667⑆

11/10/2008 390 \$216.67

JULIA M. GONZALEZ
17103 SW 28TH COURT
MIAMI, FL 33027

393

11/4/08 Date

Pay to the Order of: H S BC \$ 767.16
Seven Hundred Sixty Seven and 16/100

AMTRUST BANK

For: DEET 548 FBI

⑆267091221⑆ [REDACTED] 0393 ⑆0000076716⑆

11/13/2008 393 \$767.16

JULIA M. GONZALEZ
17103 SW 28TH COURT
MIAMI, FL 33027

394

11/03/08 Date

Pay to the Order of: Nautica I-H ASSC \$ 315.76
Three Hundred Fifteen and 76/100

AMTRUST BANK

For: 2 Months - Nov-Dec

⑆267091221⑆ [REDACTED] 0394

11/13/2008 394 \$315.76

000060

AMTRUST BANK

A Division of New York Community Bank, Member FDIC

Page Number:
Account Number:
Date:

6 of 6
[REDACTED]
11/18/08

JULIA M. GONZALEZ
17103 SW 20TH COURT
MIAMI, FL 33187

2104D Wickbolot
125 Hawthorne Rd
Sugartown, SC 29178

11/6/08 Date

395

Pay to the Order of Bull Murphy \$ 200.00

Two Hundred Dollars Dollars

AMTRUST BANK

For Payment - Thank you!

⑆ 257091221⑆ [REDACTED] 0395

11/18/2008 395 \$200.00

JULIA M. GONZALEZ
17103 SW 20TH COURT
MIAMI, FL 33187

11/10/08 Date

396

Pay to the Order of Jose Wil Blumson \$ 75.00

Seventy Five Dollars Dollars

AMTRUST BANK

For [REDACTED]

⑆ 257091221⑆ [REDACTED] 0395

11/13/2008 396 \$75.00



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
12/24/2008



Amount of Check
\$10,458.75
Invalid After 90 Days

0007412705
Bank of America, N.A.
Hartford CT

51 044
119

Ten Thousand Five Hundred Sixty Eight Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH

FL 33426

04467286

Michael P. Reen
President and CEO

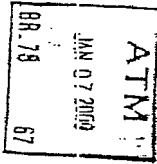
Paul H. Licker
Treasurer

CEN037(000)

THIS CHECK HAS AN EMBEDDED WATERMARK HOLD TO LIGHT TO VIEW AND FEEL SECURITY FEATURES TO FIGHT COUNTERFEITING WITH FEATURES LISTED BELOW

⑆0007412705⑆ ⑆011900445⑆20000098074⑆

1245



007-9000 7132

Deposit

Lloyd G Wickboldt
LLOYD G WICKBOLDT

015185527

AMTRUST BANK®

Division of New York Community Bank, Member FDIC

Current Date: May 23, 2011

Account Number: [REDACTED]
Capture Date: October 22, 2008
Posted Date: October 22, 2008
Item Number: 9700004008417
Posted Date: October 22, 2008
Amount: .00

The image shown below represents an official copy of the original document as processed by our institution.

DEPOSIT TICKET

63-9122/2670
79

JULIA M. GONZALEZ
17103 SW 38TH COURT
MIRAMAR, FL 33027

DATE 8/23/08
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.

SIGN HERE IF CASH RECEIVED FROM DEPOSIT

AMTRUST BANK
9502 Harding Avenue
Surfside, Florida 33154

CHECKS OR TOTAL FROM OTHER SIDE

SUB TOTAL 8,145.00

LESS CASH

NET DEPOSIT \$ 8,145.00

63-9122/2670
79

8,145.00

8,145.00

8,145.00

267091221

999

CHECKS

31-078 Tr# 0014 10/22/2008
29 U29195 Tran Amts 8145.00
Tran Type: TRDDep \$9

100 50 20 10 5 2 1

AMTRUST BANK

000063

**IN THE 15TH JUDICIAL CIRCUIT
PALM BEACH COUNTY
EXHIBIT LIST**

DATE REC'D	<u>7/24/2013</u>	CASE STYLE	<u>LLOYD G WICKBOLDT v JULIE M GONZALEZ</u>
CASE # / DIV	<u>2010DR003810 FY</u>	PLTF/ST/PET	<u>LLOYD G WICKBOLDT</u>
JUDGE	<u>FRENCH</u>	DEFT/RESP	<u>JULIE M GONZALEZ</u>
DATE OF JUD	<u>8/5/2013</u>	HRG TYPE	<u>DISSOLUTION</u>
CHARGE	<u>NA</u>	COURT CLERK	<u>J HEATON</u> <input checked="" type="checkbox"/> Clerk not present at trial

Description	QTY	PLT/ST/ PET ID	PLT/ST/ PET EV	DFT/RSP ID	DFT/RSP EV	COURT ID/EV	D-DSTRYD R-RETO
COPY OF AMTRUST BANK WITHDRAWAL SLIP	1		1				
MARRIAGE RECORD	1		4				
COPY OF CANCELED CHECK DTD 01/31/2007	1		5				
MY WILL-JULIE M GONZALEZ DTD 05/28/2009	1		17				
REF: EXPLANATION OF WILL	1		18				
COPIES OF WACHOVIA BANK STATEMENTS 8/23-9/23/08	1					2	
COPIES OF WACHOVIA BANK STATEMENTS 9/24-10/27/08	1					3	
COPIES OF TITANIUM CHECKING BANK STATEMENT DTD 09/16/08	1					4	
SUMMARY OF ACCOUNTS TITANIUM CHECKING DTD 10/16/08	1					5	
SUMMARY OF ACCOUNTS TITANIUM CHECKING DTD 11/18/08	1					6	
COPY OF RESPONDENT'S PASSPORT	1					9	
COPY OF PARTIE'S WEDDING INVITATION	1					10	
MASS MUTUAL COPY OF CHECK DTD 12/05/07	1					11	
BOYNTON BEACH PD INCIDENT REPORT #9063254	1					12	
TTL	14						

FILED
SOUTH COUNTY BRANCH OFFICE
OCT 31 2013
SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

Box _____ Envelope 1 Poster _____ Roll _____ Xray _____ Awk _____ Val _____ Sealed _____
Special Instructions _____

XFER DATE _____ COURT CLERK _____ EVIDENCE CLERK _____

FOR CLERK USE ONLY

PLT/PET Exhibits Returned	Y / N _____	DFT/RESP Exhibits Returned	Y / N _____
Disposal Approved by	Print _____	sign _____	date _____
Disposal Approved by (crim)	Print _____	sign _____	date _____
Manager Approval	Print _____	sign _____	date _____
Destruction Date	_____		
Destruction Witnessed by	Print _____	sign _____	date _____

**IN THE 15TH JUDICIAL CIRCUIT
PALM BEACH COUNTY
EXHIBIT LIST**

DATE REC'D	<u>7/24/2013</u>	CASE STYLE	<u>LLOYD G WICKBOLDT v JULIE M GONZALEZ</u>
CASE # / DIV	<u>2010DR003810 FY</u>	PLTF/ST/PET	<u>LLOYD G WICKBOLDT</u>
JUDGE	<u>FRENCH</u>	DEFT/RESP	<u>JULIE M GONZALEZ</u>
DATE OF JUD	<u>8/5/2013</u>	HRG TYPE	<u>DISSOLUTION</u>
CHARGE	<u>NA</u>	COURT CLERK	<u>J HEATON</u> <input checked="" type="checkbox"/> Clerk not present at trial

Description	QTY	PLT/ST/ PET ID	PLT/ST/ PET EV	DFT/RSP ID	DFT/RSP EV	COURT ID/EV	D-STRYD R-RET'D
LETTER FROM PETITIONER'S ATTN Y DTD 04/15/13	1					13	
INVOICE & SETTER FROM GLOBE LIFE & ACCIDENT INSURANCE	1					14	
HSBC INSURANCE LETTER TO PETITIONER DTD 11/06/09	1					15	
RETAIL INSTALLMENT SALE CONTRACT SIMPLE FINANCE CHG	1					18	
LETTER FROM CAPITAL ONE TO PETITIONER'S ATTY DTD 7/1/11	1					19	
RESUME - RICHARD B SEELY MD	1					20	
CANCELED CHECK TO US DEPT OF STATE DTD 01/31/07	1					22	
FAX TO DR SANTOS OFFICE DTD 04/06/09 FROM RESPONDENT	1					23	
DELRAY MEDICAL CENTER - STEPS TO APPEAL YOUR DISCHARGE	1					24	
RESPONDENT'S 2005 INDIVIDUAL INCOME TAX RETURN	1					25	

	TTL	10					
--	------------	----	--	--	--	--	--

Box	Envelope	Poster	Roll	Xray	Awk	Val	Sealed
	1						
Special Instructions _____							

XFER DATE	COURT CLERK	EVIDENCE CLERK

FOR CLERK USE ONLY			
PLT/PET Exhibits Returned	Y / N	DFT/RESP Exhibits Returned	Y / N
Disposal Approved by	Print _____	sign	date _____
Disposal Approved by (crim)	Print _____	sign	date _____
Manager Approval	Print _____	sign	date _____
Destruction Date	_____		
Destruction Witnessed by	Print _____	sign	date _____

(circle) ORIGINAL - ATTACH TO EVIDENCE EVIDENCE DEPT COPY FILE COPY

**IN THE 15TH JUDICIAL CIRCUIT
PALM BEACH COUNTY
EXHIBIT LIST**

DATE REC'D	<u>7/24/2013</u>	CASE STYLE	<u>LLOYD G WICKBOLDT v JULIE M GONZALEZ</u>
CASE # / DIV	<u>2010DR003810 FY</u>	PLTF/ST/PET	<u>LLOYD G WICKBOLDT</u>
JUDGE	<u>FRENCH</u>	DEFT/RESP	<u>JULIE M GONZALEZ</u>
DATE OF JUD	<u>8/5/2013</u>	HRG TYPE	<u>DISSOLUTION</u>
CHARGE	<u>NA</u>	COURT CLERK	<u>J HEATON</u> <input checked="" type="checkbox"/> Clerk not present at trial

Description	QTY	PLT/ST/ PET ID	PLT/ST/ PET EV	DFT/RSP ID	DFT/RSP EV	COURT ID/EV	D-DSTRYD R-RETD
COPY OF AMTRUST BANK WITHDRAWAL SLIP	1		1				
MARRIAGE RECORD	1		4				
COPY OF CANCELED CHECK DTD 01/31/2007	1		5				
MY WILL-JULIE M GONZALEZ DTD 05/28/2009	1		17				
REF: EXPLANATION OF WILL	1		18				
COPIES OF WACHOVIA BANK STATEMENTS 8/23-9/23/08	1					2	
COPIES OF WACHOVIA BANK STATEMENTS 9/24-10/27/08	1					3	
COPIES OF TITANIUM CHECKING BANK STATEMENT DTD 09/16/08	1					4	
SUMMARY OF ACCOUNTS TITANIUM CHECKING DTD 10/16/08	1					5	
SUMMARY OF ACCOUNTS TITANIUM CHECKING DTD 11/18/08	1					6	
COPY OF RESPONDENT'S PASSPORT	1					9	
COPY OF PARTIE'S WEDDING INVITATION	1					10	
MASS MUTUAL COPY OF CHECK DTD 12/05/07	1					11	
BOYNTON BEACH PD INCIDENT REPORT #9063254	1					12	
TTL	14						

FILED
SOUTH COUNTY BRANCH OFFICE
OCT 31 2013
SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

Box ___ Envelope 1 Poster ___ Roll ___ Xray ___ Awk ___ Val ___ Sealed ___
Special Instructions _____

XFER DATE _____ COURT CLERK _____ EVIDENCE CLERK _____

FOR CLERK USE ONLY

PLT/PET Exhibits Returned	Y / N	_____	DFT/RESP Exhibits Returned	Y / N	_____	
Disposal Approved by	Print	_____	sign	_____	date	_____
Disposal Approved by (crim)	Print	_____	sign	_____	date	_____
Manager Approval	Print	_____	sign	_____	date	_____
Destruction Date	_____					
Destruction Witnessed by	Print	_____	sign	_____	date	_____

**IN THE 15TH JUDICIAL CIRCUIT
PALM BEACH COUNTY
EXHIBIT LIST**

DATE REC'D <u>7/24/2013</u>	CASE STYLE <u>LLOYD G WICKBOLDT v JULIE M GONZALEZ</u>
CASE # / DIV <u>2010DR003810 FY</u>	PLTF/ST/PET <u>LLOYD-G WICKBOLDT</u>
JUDGE <u>FRENCH</u>	DEFT/RESP <u>JULIE M GONZALEZ</u>
DATE OF JUD <u>8/5/2013</u>	HRG TYPE <u>DISSOLUTION</u>
CHARGE <u>NA</u>	COURT CLERK <u>J HEATON</u>
	<input checked="" type="checkbox"/> Clerk not present at trial

Description	QTY	PLT/ST/ PET ID	PLT/ST/ PET EV	DFT/RSP ID	DFT/RSP EV	COURT ID/EV	D-OSTRYD R-RETD
LETTER FROM PETITIONER'S ATTN DTD 04/15/13	1					13	
INVOICE & SETTER FROM GLOBE LIFE & ACCIDENT INSURANCE	1					14	
HSBC INSURANCE LETTER TO PETITIONER DTD 11/06/09	1					15	
RETAIL INSTALLMENT SALE CONTRACT SIMPLE FINANCE CHG	1					18	
LETTER FROM CAPITAL ONE TO PETITIONER'S ATTY DTD 7/1/11	1					19	
RESUME - RICHARD B SEELY MD	1					20	
CANCELED CHECK TO US DEPT OF STATE DTD 01/31/07	1					22	
FAX TO DR SANTOS OFFICE DTD 04/06/09 FROM RESPONDENT	1					23	
DELRAY MEDICAL CENTER - STEPS TO APPEAL YOUR DISCHARGE	1					24	
RESPONDENT'S 2005 INDIVIDUAL INCOME TAX RETURN	1					25	
TTL	10						

Box _____ Envelope 1 Poster _____ Roll _____ Xray _____ Awk _____ Val _____ Sealed _____
Special Instructions _____

XFER DATE _____ COURT CLERK _____ EVIDENCE CLERK _____

FOR CLERK USE ONLY			
PLT/PET Exhibits Returned	Y / N _____	DFT/RESP Exhibits Returned	Y / N _____
Disposal Approved by	Print _____	sign _____	date _____
Disposal Approved by (crim)	Print _____	sign _____	date _____
Manager Approval	Print _____	sign _____	date _____
Destruction Date	_____		
Destruction Witnessed by	Print _____	sign _____	date _____

(circle) ORIGINAL - ATTACH TO EVIDENCE EVIDENCE DEPT COPY FILE COPY



2013 JUL 24 AM 11:20
FILED
SHARON P. BROWN, CLERK
PALM BEACH COUNTY
SOUTH CITY BRANCH FILED

PENGAD 800-631-6989
EXHIBIT
10

The Marriage Ceremony

+ + + + +

of

Dr. Lloyd G. Wickboldt

The Wedding Party

and

Juliem Gonzalez

The Matron of Honor

Cecilia Kora

*Saturday, April 28th, 2007
Three thirty in the afternoon*

The Best Man

Mauro D.

*St. Paul Lutheran Church
Boca Raton, Florida*

The Bridal Escort

Suso Pa

Reverend Thomas J. Pfotenhauer

The Greeter

Charles Wickbo

+ + + + +

A Service Of Celebration

The Soloist

John Slin

The Pre Service Music

Mrs. Naomi Haberlein

+ + + + +

The Matron of Honor Procession "March from Aida Giuseppe" Verdi

The Bridal Procession "Trumpet Voluntary" Purcell

The Presentation of the Bride

The Welcome and Invocation

The Wedding Address

"Put on the Important Stuff"
Pastor Tom Pfothenauer

The Rite Of Marriage

The Declaration of Intent
The Exchange of Vows
The Exchange of Rings
The Marriage Blessing

The Lighting of the Unity Candle

The Solo

"Ave Maria"

Schubert

The Marriage Prayer

The Solo

"Wedding Prayer"

Dunlap

The Benediction

The Presentation of the Couple

The Recessional

"Wedding March"

Mendelssohn

The Post Service Music

Mrs. Naomi Haberlein

{Please refrain from using flash photography during the ceremony.}

**IN THE 15TH JUDICIAL CIRCUIT
PALM BEACH COUNTY
EXHIBIT LIST**

DATE REC'D	<u>7/24/2013</u>	CASE STYLE	<u>LLOYD G WICKBOLDT v JULIE M GONZALEZ</u>
CASE # / DIV	<u>2010CR003810 FY</u>	PLTF/ST/PET	<u>LLOYD G WICKBOLDT</u>
JUDGE	<u>FRENCH</u>	DEFT/RESP	<u>JULIE M GONZALEZ</u>
DATE OF JUD	<u>8/5/2013</u>	HRG TYPE	<u>DISSOLUTION</u>
CHARGE	<u>NA</u>	COURT CLERK	<u>J HEATON</u> <input checked="" type="checkbox"/> Clerk not present at trial

Description	QTY	PLT/ST/ PET ID	PLT/ST/ PET EV	DFT/RSP ID	DFT/RSP EV	COURT ID/EV	D-DSTRYD R.RETD
COPY OF AMTRUST BANK WITHDRAWAL SLIP	1		1				
MARRIAGE RECORD	1		4				
COPY OF CANCELED CHECK DTD 01/31/2007	1		5				
MY WILL-JULIE M GONZALEZ DTD 05/28/2009	1		17				
REF: EXPLANATION OF WILL	1		18				
COPIES OF WACHOVIA BANK STATEMENTS 8/23-9/23/08	1						
COPIES OF WACHOVIA BANK STATEMENTS 9/24-10/27/08	1					3	
COPIES OF TITANIUM CHECKING BANK STATEMENT DTD 09/16/08	1					4	
SUMMARY OF ACCOUNTS TITANIUM CHECKING DTD 10/16/08	1					5	
SUMMARY OF ACCOUNTS TITANIUM CHECKING DTD 11/18/08	1					6	
COPY OF RESPONDENT'S PASSPORT	1					9	
COPY OF PARTIE'S WEDDING INVITATION	1					10	
MASS MUTUAL COPY OF CHECK DTD 12/05/07	1					11	
BOYNTON BEACH PD INCIDENT REPORT #9063254	1					12	
TTL	14						

FILED
SOUTH COUNTY BRANCH OFFICE
OCT 31 2013
SHARON F. BOOK
CLERK & COMPTROLLER
PALM BEACH COUNTY

Box _____ Envelope 1 Poster _____ Roll _____ Xray _____ Awk _____ Val _____ Sealed _____
Special Instructions _____

XFER DATE _____ COURT CLERK _____ EVIDENCE CLERK _____

FOR CLERK USE ONLY

PLT/PET Exhibits Returned	Y / N	_____	DFT/RESP Exhibits Returned	Y / N	_____
Disposal Approved by	Fprint	_____	sign	_____	date
Disposal Approved by (crim)	Fprint	_____	sign	_____	date
Manager Approval	Fprint	_____	sign	_____	date
Destruction Date		_____			
Destruction Witnessed by	Fprint	_____	sign	_____	date

(circle)

ORIGINAL - ATTACH TO EVIDENCE

EVIDENCE DEPT COPY

FILE COPY



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
12/05/2007



Amount of Check
7,750.75

Bank of America
Hartford CT

0007275727

Invalid After 270 Days

51.222
119

Seven Thousand Seven Hundred Fifty Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH

FL 33426

04467286

Michael P. Reen
President and CEO
Edward M. Kline
Treasurer

CR0021003

⑈0007275727⑈ ⑆011900445⑆0000096074⑈

FILED
2013 JUL 24 AM 11:20
SHARON R. BOCK-CLIFTON
CLERK
SOUTH BEACH COUNTY FL
YOUTH CITY BRANCH FILED

Wendy Wickboldt
11/14/07 4:13 PM
Deposit only
ATM
DEC 11 2007
BR. 78
67
4714
Wendy Wickboldt
11/14/07 4:13 PM

PENGAD 800-831-6889
EXHIBIT
11

000074



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
12/31/2007



Amount of Check
7,750.75
Invalid After 270 Days

0007303987
Bank of America, N.A.
Hartford CT

31-044
119

Seven Thousand Seven Hundred Fifty Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH

FL 33426

04467286

Michael Reen
President and CEO

Edward M. Kline
Treasurer

CE002(1005)

THIS CHECK IS VOID IF REPRODUCED WITHOUT THE SECURITY FEATURES MENTIONED ON THE REVERSE OF THIS CHECK

⑆0007303987⑆ ⑆01⑆1900445⑆0000096074⑆

6257
ATM
JAN 07 2008
BR 78
67

COF 90007132
Deposit Copy
Wickboldt
01375011



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
03/28/2008



Amount of Check
7,750.75
Invalid After 270 Days

0007312673
Bank of America, N.A.
Hartford CT

31.664
119

Seven Thousand Seven Hundred Fifty Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH

FL 33426

04467285

Michael Reen
President and CEO

Edward M. Kline
Treasurer

CKM2(1003)

⑈709900000574009110⑈ ⑆E?B1E?000⑈

BR:071 TR:0027 02/02/2008
40 031359 Tran Amt \$ 7750.75
Tran Type: TLDDep

Michael Reen
007 9200 7122
DENY IT 1/14/08



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
02/28/2008



0007321186

Bank of America, N.A.
Hartford CT

Amount of Check
7,750.75
Invalid After 90 Days

SI 442
119

Seven Thousand Seven Hundred Fifty Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH

FL 33426

04467286

Stuart Reem
President and CEO

Edward M. Kline
Treasurer

CK002(1005)

⑈0007321186⑈ ⑈011900415⑈00000096074⑈

⑈0007321186⑈ ⑈011900415⑈00000096074⑈

0344



0099007132

Deposit only

Edward M. Kline

013071115



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
03/28/2008



Amount of Check
\$8,750.80
Invalid After 270 Days

0007329392
Bank of America, N.A.
Hartford CT

31-044
119

Eight Thousand Seven Hundred Fifty Dollars and 80 Cents

Pay To The
Order Of

LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH

FL 33426

04467286

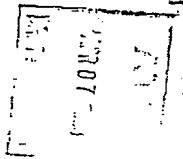
Shawn Reem
President and CEO

Edward M. Kline
Treasurer

CK602(1005)

THIS DOCUMENT HAS AN EMBEDDED SECURITY FEATURE TO VERIFY AUTHENTICITY. BOTH FEATURES MUST BE PRESENT.

⑈0007329392⑈ ⑆0119004450000096074⑈



Shawn Reem
DEPOSIT
80790007152
014107505

5261



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
05/06/2008



Amount of Check
\$ 750.75
Invalid After 270 Days

0007340840
Bank of America, N.A.
Hartford CT

31-641
119

Eight Thousand Seven Hundred Fifty Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLETT
125 LANCASTER RD
BOYNTON BEACH

FL 33426

04467286

Michael Reen
President and CEO
Edward M. Kline
Treasurer

THIS DOCUMENT HAS AN EMBOSSED WATERMARK (HOLD TO LIGHT TO VIEW), AND VOIRLE SECURITY FEATURES TO ASSURE AUTHENTICITY. BOTH FEATURES MUST BE PRESENT.

CK002(1003)

⑆0007340840⑆ ⑆011900445⑆ ⑆0000096074⑆

5109

ATM
MAY 13 2008
PR. 78 67

00790007132
DEPOSIT
LLOYD G WICKBOLETT
125 LANCASTER RD
BOYNTON BEACH
FL 33426
01-247-663



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
07/01/2008



Amount of Check
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Invalid After 270 Days

0007355444
Bank of America, N.A.
Hartford CT

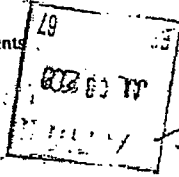
Ten Thousand Five Hundred Sixty Eight Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH

FL 33426

04467286



Michael Reen
President and CEO

Edward M. Kline
Treasurer

CR002(1065)

THIS DOCUMENT HAS AN EMBOSSED WATERMARK (HOLD TO LIGHT TO VIEW) AND USIBLE SECURITY FEATURES TO INSURE AUTHENTICITY WITH FEATURES MUST BE PRESENT

⑈0007355444⑈ ⑆011900445⑆0000096074⑈

Raymond Prosser
Deposited only
00790007132
8667

C14478678



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
08/01/2008



Amount of Check
10568.75
Invalid After 270 Days

0007365831

Bank of America, N.A.
Hartford CT

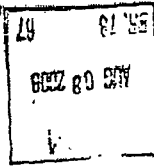
Ten Thousand Five Hundred Sixty Eight Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH

04467286

PL 33426



10568.75
Edward M. Kline
President and CEO
Edward M. Kline
Treasurer

CK002(1005)

THIS DOCUMENT HAS AN FINE-DOTTED WATERMARK (HOLD TO LIGHT TO VIEW) AND VISIBLE SECURITY FEATURES TO INSURE AUTHENTICITY. BOTH FEATURES MUST BE PRESENT.

⑆0007365831⑆ ⑆011900445⑆0000096074⑆

00790007132

0651

DEPOSIT
NOV 7 11

014599456



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
08/28/2008



Amount of Check
10,568.75
Invalid After 270 Days

0007374685
Bank of America, N.A.
Hartford CT

\$1,000
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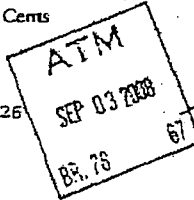
Ten Thousand Five Hundred Sixty Eight Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH

04467286

FL 33426



10568.75

Shirley Reen
President and CEO

Edward M. Kline
Treasurer

CR002(1003)

THIS DOCUMENT HAS AN EMBEDDED WATERMARK, HOLD TO LIGHT TO VIEW AND USE A SECURITY DEVICE TO ENSURE AUTHENTICITY. BOTH FEATURES MUST BE PRESENT.

#0007374685# ⑆01⑆900445⑆0000076074#

Thayne Helms
SUNBANK
JULIE EMMERSON
06790007132
Deposit
11:30 AM
C14707886



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001



0007387190

Bank of America, N.A.
Hartford CT

Do Not Cash Before:
10/06/2008

Amount of Check
10,568.75
Issued After 270 Days

51-044
119

Ten Thousand Five Hundred Sixty Eight Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH

FL 33426

04467286

Michael Allen
President and CEO

Tim H. Lichten
Treasurer

CR002(0008)

THIS DOCUMENT HAS AN IMPROVED WATERMARK (HOLD TO LIGHT TO VIEW) AND OUR ALL SECURITY FEATURES TO ASSURE AUTHENTICITY. BOTH FEATURES MUST BE PRESENT!

⑈0007387190⑈ ⑆0119004450000096074⑈

007900 7132
4975
Deposit
C1400400
02/4



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
10/31/2008



Amount of Check
\$10,568.75
Invalid After 270 Days

0007393930
Bank of America, N.A.
Hartford CT

31-044
119

Ten Thousand Five Hundred Sixty Eight Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH

FL 33426

04467286



Shirley Allen
President and CEO

Tim H. Lickan
Treasurer

CK102 (0908)

THIS DOCUMENT HAS AN EMBEDDED WATERMARK FIELD TO LIGHT TO VIEW, AND VISIBLE SECURITY MARKS TO BRING OUT HIGHLIGHT. BOTH FEATURES MUST BE PRESENT.

⑈0007393930⑈ ⑆01190045⑆000009607⑈

Lloyd G Wickboldt
C14950980
Acut # 00790007132
8933



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
11/26/2008



Amount of Check
\$10,568.75
Invalid After 270 Days

0007402770
Bank of America, N.A.
Hartford CT

51-854
119

Ten Thousand Five Hundred Sixty Eight Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH

FL 33426

04467286

Stuart Reem
President and CEO

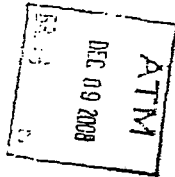
Lee H. Lichten
Treasurer

CK603(P048)

THIS CHECK IS AN INSTRUMENT WITH A MICR LINE. TO VERIFY AUTHORITY BOTH FEATURES MUST BE PRESENT.

⑆0007402770⑆ ⑆014900445⑆00000096074⑆

9003



Deposit
00990007132
Julie Gonzalez

C15058177



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
12/24/2006



Amount of Check
104568.75
Invalid After 270 Days

0007412705
Bank of America, N.A.
Hartford CT

ST 011
110

Ten Thousand Five Hundred Sixty Eight Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH

FL 33426

04467286

Shawn Reen
President and CEO

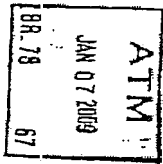
Paul H. Licker
Treasurer

CE001(0008)

THIS DOCUMENT HAS AN EMBEDDED WATERMARK ADDED TO LIGHT ED VIEW AND VISIBLE SECURITY FEATURES TO INSURE AUTHENTICITY. WITH FEATURES UNDER DEVELOPMENT.

⑆0007412705⑆ ⑆01190045⑆0000096074⑆

1245



00790007132
Deposit
Shawn Reen
Bank of America, N.A.

015135527



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-8001

Do Not Cash Before
01/29/2009



0007423321

Amount of Check
\$10,568.75
Invalid After 270 Days

Bank of America, N.A.
Hartford CT

31-044
119

Ten Thousand Five Hundred Sixty Eight Dollars and 75 Cents

ATM
FEB 03 2009
68.75 67

Pay To The
Order Of

LLOYD G WICKBOELDT
125 LANCASTER RD
BOYNTON BRACH

FL 33426

04467286

Shirley Reed
Chairman and CEO

Paul H. Licker
Treasurer

CR00210700

THIS DOCUMENT HAS AN EMERALD WATERMARK (HOLD TO LIGHT TO VIEW) AND VISIBLE SECURITY FIBERS TO BECOME VISIBLE ONLY WITH PERMITTED LIGHT SOURCE

⑈0007423321⑈ ⑆011900445⑆0000096074⑈

Deposit
00790007132
3/26
C15311920
Shirley Reed



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
03/02/2009



Amount of Check
\$10,568.75
Invalid After 270 Days

0007431117
Bank of America, N.A.
Hartford CT

SI-044
115

Ten Thousand Five Hundred Sixty Eight Dollars and 75 Cents

Pay To The Order Of
LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH
04467286

ATM
MAR 26
MAR 10 2009
RR. 78
67

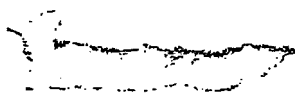
Stuart Reen
Chairman and CEO

Paul H. Licken
Treasurer

CK2002(0109)

THIS DOCUMENT HAS AN EMBEDDED WATERMARK, HOLD TO LIGHT TO VIEW AND SECURITY FIBERS TO INSURE AUTHENTICITY. SCAN LEFT, RIGHT AND BEHIND IT.

⑆0007431117⑆ ⑆019004560000096074⑆



Bank of America
Deposit Account #
00790007132
Stuart Reen
Chairman and CEO
015426391



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
03/31/2009



Amount of Check
10,568.75
Invalid After 770 Days

0007439362
Bank of America, N.A.
Hartford CT

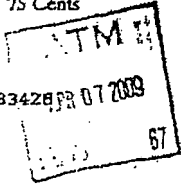
SI-044
110

Ten Thousand Five Hundred Sixty Eight Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH
04467286

FL 33428 APR 07 2009



Mark Reem
Chairman and CEO

Paul H. Liska
Treasurer

CK002(0109)

PLEASE PRINT THE NAME OF THE PAYEE AND THE NAME OF THE BANK TO WHICH THE CHECK IS TO BE CASHED OR DEPOSITED.

⑈0007439362⑈ ⑆011900445⑆0000096074⑈

00790007132

7553

Debit card

STATE STREET BANK
LILLIE R. HANAUER

MARK REEM
125 LANCASTER RD
BOYNTON BEACH

C15556588



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
04/28/2009



Amount of Check
10,568.75
Invalid After 270 Days

0007447800
Bank of America, N.A.
Hartford CT

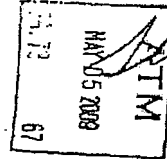
Ten Thousand Five Hundred Sixty Eight Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH

YL 33426

04467285



David Reen
Chairman and CEO
Paul H. Licker
Treasurer

10,568.75

SI-044
118

CK002(0109)

FOR YOUR PROTECTION, THIS CHECK IS VOID UNLESS YOU HAVE RECEIVED A SECURITY ALERT FROM YOUR BANK. SECURITY ALERTS TO INSURE AUTHENTICITY MAY BE REQUIRED. PLEASE CONTACT YOUR BANK FOR MORE INFORMATION.
⑈0007447800⑈ ⑆011900445⑆0000096074⑈

Bank of America

David Reen
Chairman and CEO

DEPOSIT

01790007132
9427

C15870180



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0801

Do Not Cash Before
06/02/2009



0007459298

Amount of Check
\$11,358.75
Invalid After 276 Days

Bank of America, N.A.
Hartford CT

51-044
110

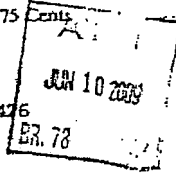
Eleven Thousand One Hundred Fifty Two Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH

04467286

PL 33476



Stuart Reen
Chairman and CEO

Paul H. Licken
Treasurer

CR002(01/09)

THE FOLLOWING INFORMATION IS PRINTED ON THE FRONT OF THIS CHECK AND IS NOT VALID UNLESS IT IS PRINTED ON THE FRONT OF THE CHECK

⑈0007459298⑈ ⑆011900445⑆0000096074⑈

Handwritten:
1844
0079007132
Deposit Only
Bank of America
015797425



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
07/31/2009



Amount of Check
\$11,044.21
Invalid After 180 Days

0007480640
Bank of America, N.A.
Hartford CT

Eleven Thousand One Hundred Fifty Two Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH
04467286

ATM
AUG 13 2009
BR. 78 67

Shirley Reen
Chairman and CEO
Timothy L. Laska
Treasurer

CE002(0100)

⑆0007480640⑆ ⑆0119004450000096074⑆

Shirley Reen
JAMES BRUNERZ
Deposit Only
00790007132
(5755)
0100371008



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
08/31/2009



0007490453

Bank of America, N.A.
Hartford CT

Amount of Check
\$1,152.75
Invalid After 270 Days

\$1,152.75

Eleven Thousand One Hundred Fifty Two Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH

FL 33426

04467286

ATM
SEP 09 2009
ER 78
67
Chairman and CEO
Treasurer

CK002(0199)

THIS DOCUMENT HAS AN EMBEDDED WATERMARK (HOLD TO LIGHT TO VIEW) AND VISIBLY INERT FIBERS. TO INSURE AUTHENTICITY BOTH FEATURES MUST BE PRESENT

⑈0007490453⑈ ⑆011900445⑆0000096074⑈

Deposit
007900071327596
C16150549
Lloyd G Wickboldt



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
10/01/2009



Amount of Check
\$11,152.75
Invalid After 270 Days

0007501989
Bank of America, N.A.
Hartford CT

21-084
119

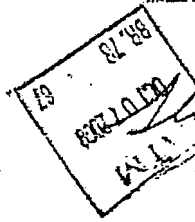
Eleven Thousand One Hundred Fifty Two Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH

FL 33426

04467286



Lloyd G Wickboldt
Chairman and CEO
John H. Laska
Treasurer

CK902(0109)

THIS DOCUMENT HAS AN EMBEDDED WATERMARK FIELD TO CLIP TO VIEW, AND VISIBLE SECURITY FIBERS TO INSURE AUTHENTICITY BOTH FEATURES MUST BE PRESENT

⑆0007501989⑆ ⑆011900445⑆0000096074⑆

Bank of America
Deposit
06790007132
9/18/09
C16273976



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001



0007512463

Do Not Cash Before
11/03/2009

Amount of Check

Bank of America, N.A.
Hartford CT

Invalid After 270 Days

51-044
119

Eleven Thousand One Hundred Fifty Two Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH

FL 33426

ATM
NOV 16 2009
CR. 70 67

Muhammad Reem
Chairman and CEO

Scott H. Licker
Treasurer

CK002(0109)

THIS DOCUMENT HAS AN EMBEDDED WATERMARK INKED TO LEFT TO VERIFY AND PROMOTE SECURITY PLEASE TO INSURE AUTHENTICITY BOTH FEATURES MUST BE PRESENT

⑈0007512463⑈ ⑆011900445⑆0000096074⑈

DEPOSIT
00790007152
1588
C16400173
Royce W. ...



Massachusetts Mutual Life Insurance Company
Springfield MA 01111-0001

Do Not Cash Before
12/03/2009



Amount of Check
\$11,152.75
Invalid After 270 Days

0007520446
Bank of America, N.A.
Hartford CT

51-644
119

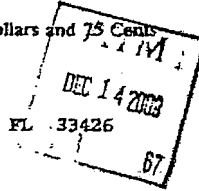
Eleven Thousand One Hundred Fifty Two Dollars and 75 Cents

Pay To The
Order Of

LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH

04467286

FL 33426



Mark Allen
Chairman and CEO

John H. Licker
Treasurer

(C00020709)

THIS DOCUMENT HAS AN EMBEDDED WATERMARK (HOLD TO LIGHT TO VIEW) AND VISUAL SECURITY FIBERS TO INSURE AUTHENTICITY. BOTH FEATURES MUST BE PRESENT

⑈0007520446⑈ ⑆011900445⑆0000096074⑈

Temp. Mark Licker
FIVE THOUSAND
DEPOSIT ONLY
00790007132
3558

**IN THE 15TH JUDICIAL CIRCUIT
PALM BEACH COUNTY
EXHIBIT LIST**

DATE REC'D <u>7/24/2013</u>	CASE STYLE <u>LLOYD G WICKBOLDT v JULIE M GONZALEZ</u>
CASE # / DIV <u>2010DR003810 FY</u>	PLTF/ST/PET <u>LLOYD G WICKBOLDT</u>
JUDGE <u>FRENCH</u>	DEFT/RESP <u>JULIE M GONZALEZ</u>
DATE OF JUD <u>8/5/2013</u>	HRG TYPE <u>DISSOLUTION</u>
CHARGE <u>NA</u>	COURT CLERK <u>J HEATON</u> <input checked="" type="checkbox"/> Clerk not present at trial

Description	QTY	PLT/ST/ PET ID	PLT/ST/ PET EV	DFT/RSP ID	DFT/RSP EV	COURT ID/EV	D-DSTRYD R-RETD
COPY OF AMTRUST BANK WITHDRAWAL SLIP	1		1				
MARRIAGE RECORD	1		4				
COPY OF CANCELED CHECK DTD 01/31/2007	1		5				
MY WILL-JULIE M GONZALEZ DTD 05/28/2009	1		17				
REF: EXPLANATION OF WILL	1		18				
COPIES OF WACHOVIA BANK STATEMENTS 8/23-9/23/08	1					2	
COPIES OF WACHOVIA BANK STATEMENTS 9/24-10/27/08	1					3	
COPIES OF TITANIUM CHECKING BANK STATEMENT DTD 09/16/08	1					4	
SUMMARY OF ACCOUNTS TITANIUM CHECKING DTD 10/16/08	1					5	
SUMMARY OF ACCOUNTS TITANIUM CHECKING DTD 11/18/08	1					6	
COPY OF RESPONDENT'S PASSPORT	1					9	
COPY OF PARTIE'S WEDDING INVITATION	1					10	
MASS MUTUAL COPY OF CHECK DTD 12/05/07	1					11	
BOYNTON BEACH PD INCIDENT REPORT #9063254	1					12	
TTL	14						

FILED
SOUTH COUNTY BRANCH OFFICE
OCT 31 2013
SHARON H. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

Box ___ Envelope 1 Poster ___ Roll ___ Xray ___ Awk ___ Val ___ Sealed ___
Special Instructions _____

XFER DATE _____ COURT CLERK _____ EVIDENCE CLERK _____

FOR CLERK USE ONLY

PLT/PET Exhibits Returned	Y / N	_____	DFT/RESP Exhibits Returned	Y / N	_____
Disposal Approved by	Print	_____	sign	_____	date
Disposal Approved by (crim)	Print	_____	sign	_____	date
Manager Approval	Print	_____	sign	_____	date
Destruction Date	_____				
Destruction Witnessed by	Print	_____	sign	_____	date

(circle)

ORIGINAL - ATTACH TO EVIDENCE

EVIDENCE DEPT COPY

FILE COPY

**IN THE 15TH JUDICIAL CIRCUIT
PALM BEACH COUNTY
EXHIBIT LIST**

DATE REC'D	<u>7/24/2013</u>	CASE STYLE	<u>LLOYD G WICKBOLDT v JULIE M GONZALEZ</u>
CASE # / DIV	<u>2010DR003810 FY</u>	PLTF/ST/PET	<u>LLOYD G WICKBOLDT</u>
JUDGE	<u>FRENCH</u>	DEFT/RESP	<u>JULIE M GONZALEZ</u>
DATE OF JUD	<u>8/5/2013</u>	HRG TYPE	<u>DISSOLUTION</u>
CHARGE	<u>NA</u>	COURT CLERK	<u>J HEATON</u> <input checked="" type="checkbox"/> Clerk not present at trial

Description	QTY	PLT/ST/ PET ID	PLT/ST/ PET EV	DFT/RSP ID	DFT/RSP EV	COURT ID/EV	D-STRYD R-RETD
LETTER FROM PETITIONER'S ATTN Y DTD 04/15/13	1					13	
INVOICE & SETTER FROM GLOBE LIFE & ACCIDENT INSURANCE	1					14	
HSBC INSURANCE LETTER TO PETITIONER DTD 11/06/09	1					15	
RETAIL INSTALLMENT SALE CONTRACT SIMPLE FINANCE CHG	1					18	
LETTER FROM CAPITAL ONE TO PETITIONER'S ATTY DTD 7/1/11	1					19	
RESUME - RICHARD B SEELY MD	1					20	
CANCELED CHECK TO US DEPT OF STATE DTD 01/31/07	1					22	
FAX TO DR SANTOS OFFICE DTD 04/06/09 FROM RESPONDENT	1					23	
DELRAY MEDICAL CENTER - STEPS TO APPEAL YOUR DISCHARGE	1					24	
RESPONDENT'S 2005 INDIVIDUAL INCOME TAX RETURN	1					25	
TTL	10						

Box ___ Envelope 1 Poster ___ Roll ___ Xray ___ Awk ___ Val ___ Sealed ___
Special Instructions _____

XFER DATE _____ COURT CLERK _____ EVIDENCE CLERK _____

FOR CLERK USE ONLY

PLT/PET Exhibits Returned	Y / N	_____	DFT/RESP Exhibits Returned	Y / N	_____
Disposal Approved by	Frint	_____	sign	_____	date
Disposal Approved by (crim)	Frint	_____	sign	_____	date
Manager Approval	Frint	_____	sign	_____	date
Destruction Date		_____			
Destruction Witnessed by	Frint	_____	sign	_____	date



BOYNTON BEACH POLICE DEPT
BOYNTON BEACH, FL
Incident Report #9063254

2013 JUL 24 AM 11:21
 FILED
 SHARON
 PALM BEACH COUNTY
 SOUTH FLORIDA
 DISTRICT FILED

Approved For Public View Date/Time Printed: Mon Jan 04 12:55:00 EST 2010 By hockicko

Case Title	Location
Date/Time Reported	Date/Time Occurred
12/14/2009 18:18:00	to
Incident Type/Offense	
DOMESTIC DISPUTE (DDMA)	

Persons							
Role	Name	Sex	Race	Age	DOB	Home Phone	Address
1 INVOLVED PARTY	GONZALEZ, JULIE M	FEMALE	WHITE	57	10/01/1952	305-984-6158	840 VIRGINIA GARDENS DR BOYNTON BEACH, FL
2 INVOLVED PARTY	WICKBALDT, LLOYD GEORGE	MALE	WHITE	57	01/08/1952	561-542-7890	840 VIRGINIA GARDEN DR BOYNTON BEACH, FL

Offenders							
Status	Name	Sex	Race	Age	DOB	Home Phone	Address

Vehicles							
Role	Type	Year	Make	Model	Color	Reg #	State
Stolen \$	Rec Code	Date Rec	Rec \$	Rec By			

Property					
Class	Description	Make	Model	Serial #	Value

Narrative

On the above date and time I responded to the PD in reference to a domestic. Upon arrival contact was made with w/f Julie Gonzalez dob 10/01/1952. She advised that she and her husband w/m Lloyd Wickbaldt dob 01/08/1952 had gotten into a verbal argument over his recent relapse into drinking and taking pain killers. She advised the arguing began this past weekend and she left the area and went to Ft.. Meyers for the weekend. When she returned this afternoon she found that Lloyd had removed several items from the home that she claimed belonged to her. This included bank cards, credit cards, passports, and other personal items.

(Continued on next page)

Reporting Officer	Reviewing Officer	Approving Officer
MURPHYD (851)		DUNLOPJ (730)

EXHIBIT
 12
 PENGAO 800-631-9868



BOYNTON BEACH POLICE DEPT
BOYNTON BEACH, FL
Incident Report #9063254

Approved For Public View Date/Time Printed: Mon Jan 04 12:55:00 EST 20 By: hockicko

Case Title	Location
	840 VIRGINIA GARDEN DR
Date/Time Reported	Date/Time Occurred
12/14/2009 18:18:00	to
Incident Type/Offense	
DOMESTIC DISPUTE (DDMA)	

Narrative (Continued from page 1)

When she confronted him, she advised that he became enraged and threw a punch at her, missing and hitting the wall behind her.

Officers arrived at the home and made contact with Lloyd. He advised that there had been a verbal argument but he did not try to hit Julie. He advised that he did take possession of the certain items that he felt that Julie was mismanaging.

There were no signs of injuries to either party and there was no evidence of the alleged assault that was claimed by Julie. Therefore, there is no probable cause for charges of domestic assault/battery. Officers advised both parties of the civil process and both were given Domestic Rights Pamphlets. Julie gathered a few personal items and was escorted back to the PD where she advised she would be staying at a hotel for the evening. No further.

Reporting Officer	Reviewing Officer	Approving Officer
MURPHYD (851)		DUNLOPJ (730)



BOYNTON BEACH POLICE DEPT
BOYNTON BEACH, FL
Supplementary Report #9063254/1

Approved For Public View Date/Time Printed: Mon Jan 04 12:55:44 EST 20 By: hockicko

Case Title	Location 840 VIRGINIA GARDEN DR
Date/Time Reported 12/23/2009 11:18:00	Date/Time Occurred to
Incident Type/Offense DOMESTIC DISPUTE (DDMA)	

Persons							
Role	Name	Sex	Race	Age	DOB	Home Phone	Address

Offenders							
Status	Name	Sex	Race	Age	DOB	Home Phone	Address

Vehicles								
Role	Type	Year	Make	Model	Color	Reg #	State	
Stolen \$	Rec Code	Date Rec	Rec \$	Rec By				

Property					
Class	Description	Make	Model	Serial #	Value

Narrative
 On 12/23/09 at 11:18 hrs a temporary injunction(502009DR014660XXXXXSB) was served to respondent Lloyd Wickboldt. Wickboldt cooraperated fully with the injunction and vacated the residence. A key to the front door and garage opener were surrender so the petitioner Julie Gonzalez so she could enter the residence. The yellow copy of the Injunction was tot BBPD records to be faxed (561-688-3457).

Reporting Officer DUGGERD (830)	Reviewing Officer	Approving Officer MCNEVINR (719)
------------------------------------	-------------------	-------------------------------------

**IN THE 15TH JUDICIAL CIRCUIT
PALM BEACH COUNTY
EXHIBIT LIST**

DATE REC'D	<u>7/24/2013</u>	CASE STYLE	<u>LLOYD G WICKBOLDT v JULIE M GONZALEZ</u>
CASE # / DIV	<u>2010DR003810 FY</u>	PLTF/ST/PET	<u>LLOYD G WICKBOLDT</u>
JUDGE	<u>FRENCH</u>	DEFT/RESP	<u>JULIE M GONZALEZ</u>
DATE OF JUD	<u>8/5/2013</u>	HRG TYPE	<u>DISSOLUTION</u>
CHARGE	<u>NA</u>	COURT CLERK	<u>J HEATON</u> <input checked="" type="checkbox"/> Clerk not present at trial

Description	QTY	PLT/ST/ PET ID	PLT/ST/ PET EV	DFT/RSP ID	DFT/RSP EV	COURT ID/EV	D-DSTRYD R-RETO
COPY OF AMTRUST BANK WITHDRAWAL SLIP	1		1				
MARRIAGE RECORD	1		4				
COPY OF CANCELED CHECK DTD 01/31/2007	1		5				
MY WILL-JULIE M GONZALEZ DTD 05/28/2009	1		17				
REF: EXPLANATION OF WILL	1		18				
COPIES OF WACHOVIA BANK STATEMENTS 8/23-9/23/08	1					2	
COPIES OF WACHOVIA BANK STATEMENTS 9/24-10/27/08	1					3	
COPIES OF TITANIUM CHECKING BANK STATEMENT DTD 09/16/08	1					4	
SUMMARY OF ACCOUNTS TITANIUM CHECKING DTD 10/16/08	1					5	
SUMMARY OF ACCOUNTS TITANIUM CHECKING DTD 11/18/08	1					6	
COPY OF RESPONDENT'S PASSPORT	1					9	
COPY OF PARTIE'S WEDDING INVITATION	1					10	
MASS MUTUAL COPY OF CHECK DTD 12/05/07	1					11	
BOYNTON BEACH PD INCIDENT REPORT #9063254	1					12	
TTL	14						

FILED
SOUTH COUNTY BRANCH OFFICE
OCT 31 2013
SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

Box _____ Envelope 1 Poster _____ Roll _____ Xray _____ Awk _____ Val _____ Sealed _____
Special Instructions _____

XFER DATE _____ COURT CLERK _____ EVIDENCE CLERK _____

FOR CLERK USE ONLY

PLT/PET Exhibits Returned	Y / N _____	DFT/RESP Exhibits Returned	Y / N _____
Disposal Approved by	Frint _____	sign	_____ date _____
Disposal Approved by (crim)	Frint _____	sign	_____ date _____
Manager Approval	Frint _____	sign	_____ date _____
Destruction Date	_____		
Destruction Witnessed by	Frint _____	sign	_____ date _____

(circle)

ORIGINAL - ATTACH TO EVIDENCE

EVIDENCE DEPT COPY

FILE COPY

**IN THE 15TH JUDICIAL CIRCUIT
PALM BEACH COUNTY
EXHIBIT LIST**

DATE REC'D _____	7/24/2013	CASE STYLE _____	LLOYD G WICKBOLDT v JULIE M GONZALEZ
CASE # / DIV _____	2010DR003810 FY	PLTF/ST/PET _____	LLOYD G WICKBOLDT
JUDGE _____	FRENCH	DEFT/RESP _____	JULIE M GONZALEZ
DATE OF JUD _____	8/5/2013	HRG TYPE _____	DISSOLUTION
CHARGE _____	NA	COURT CLERK _____	J HEATON
		<input checked="" type="checkbox"/>	Clerk not present at trial

Description	QTY	PLT/ST/ PET ID	PLY/ST/ PET EV	DFT/RSP ID	DFT/RSP EV	COURT ID/EV	D-STRYD R-RETD
LETTER FROM PETITIONER'S ATTNY DTD 04/15/13	1					13	
INVOICE & SETTER FROM GLOBE LIFE & ACCIDENT INSURANCE	1					14	
HSBC INSURANCE LETTER TO PETITIONER DTD 11/06/09	1					15	
RETAIL INSTALLMENT SALE CONTRACT SIMPLE FINANCE CHG	1					18	
LETTER FROM CAPITAL ONE TO PETITIONER'S ATTY DTD 7/1/11	1					19	
RESUME - RICHARD B SEELY MD	1					20	
CANCELED CHECK TO US DEPT OF STATE DTD 01/31/07	1					22	
FAX TO DR SANTOS OFFICE DTD 04/06/09 FROM RESPONDENT	1					23	
DELRAY MEDICAL CENTER - STEPS TO APPEAL YOUR DISCHARGE	1					24	
RESPONDENT'S 2005 INDIVIDUAL INCOME TAX RETURN	1					25	
TTL	10						

Box _____	Envelope <u>1</u>	Poster _____	Roll _____	Xray _____	Awk _____	Val _____	Sealed _____
Special Instructions _____							

XFER DATE _____	COURT CLERK _____	EVIDENCE CLERK _____	
FOR CLERK USE ONLY			
PLT/PET Exhibits Returned	Y / N _____	DFT/RESP Exhibits Returned	Y / N _____
Disposal Approved by	Print _____	sign _____	date _____
Disposal Approved by (crim)	Print _____	sign _____	date _____
Manager Approval	Print _____	sign _____	date _____
Destruction Date _____			
Destruction Witnessed by	Print _____	sign _____	date _____

(circle) ORIGINAL - ATTACH TO EVIDENCE EVIDENCE DEPT COPY FILE COPY

ANTHONY J. ARAGONA III, P.A.

5097 Sancerre Circle, Lake Worth, Florida 33463 • tel: (561) 649-1790 • fax: (561) 649-6767 • anthony.aragona@att.net

April 15, 2013

Julie M. Gonzalez
c/o Schantz & Schantz, P.A.
1555 North Park Drive, Suite 103
Weston, FL 33326

Via U.S. Mail And Certified Mail, R.R.#

**RE: Lloyd G. Wickboldt v. Julie M. Gonzalez, Civil Theft Demand Letter
Our File No. 13-0035**

Dear Ms. Gonzalez:

This office has been engaged by Lloyd G. Wickboldt with regard to a civil suit which has already been served upon you, but was severed from your pending annulment and divorce matter, Case No. 502010DR003810XXXXSB, by Court Order dated July 12, 2012 and which is being filed in the Circuit Court for the Fifteenth Judicial Circuit in and for Palm Beach County, Florida upon the payment of the appropriate filing fee. This notice is being sent to you c/o Schantz & Schantz, P.A. at the above address pursuant to the Court's Order of April 4, 2013, Paragraph 4, a true and correct copy of which is attached hereto as Exhibit "A" for your reference.

The purpose of this letter is to fulfill the condition precedent necessary prior to the institution of a civil theft count in the litigation in order for my client to seek threefold actual damages sustained arising from your forgery of his disability checks and theft of monies deposited into your sole account(s) at AmTrust Bank, which constitutes "Theft" as defined by Florida law. You may be able to prevent the civil theft litigation from being filed on this claim and mitigate the damages my client has suffered by taking all reasonable and appropriate steps necessary to facilitate the return of \$231,677.30 which represents the total sums fraudulently deposited into your sole account(s) which you misappropriated from my client.

As you well knew, the only person entitled to receive and retain the above-stated funds was Lloyd G. Wickboldt. Notwithstanding, you wrongfully and intentionally retained my client's disability check payments, copies of said checks being enclosed herein as Composite Exhibit "B", despite the fact that the property and all rights therein belonged exclusively to Lloyd G. Wickboldt.

Additionally, you have also misappropriated the following property belonging to my client, and demand is hereby made for the return of the following items, or the stated estimated value thereof:

Dining room set, estimated value	\$1,800.00
King mattress box spring	\$1,000.00
Armani Peacock	\$3,000.00

2013 JUL 24 AM 11:21
FILED
PALM BEACH COUNTY
CLERK OF COURT
SANTO DOMINGO

EXHIBIT
13
PENGAD 800-851-8989

Painting from trip to Alaska	\$200.00
4 ceiling fans	\$1,400.00
Designer reclining chair	\$1,200.00
Window treatments, curtains	\$350.00
Dishes, silverware, cookware	\$1,500.00
Tools, power tools	\$800.00
Dolly	\$75.00
Christmas ornaments	\$1,000.00
Television	\$500.00
TOTAL	\$12,825.00

You are advised that according to Florida Statute § 812.014, Theft is defined as follows:

(1) A person commits theft if he or she knowingly obtains or uses, or endeavors to obtain or to use, the property of another with intent to, either temporarily or permanently:

(a) Deprive the other person of a right to the property or a benefit from the property.

(b) Appropriate the property to his or her own use or to the use of any person not entitled to the use of the property.

Florida Statute § 812.012 further defines the phrases "obtains or uses," "property," and "property of another."¹

¹ (3) "Obtains or uses" means any manner of:

(a) Taking or exercising control over property.

(b) Making any unauthorized use, disposition, or transfer of property.

(c) Obtaining property by fraud, willful misrepresentation of a future act, or false promise.

(d) 1. Conduct previously known as stealing; larceny; purloining; abstracting; embezzlement; misapplication; misappropriation; conversion; or obtaining money or property by false pretenses, fraud, or deception; or

2. Other conduct similar in nature.

(4) "Property" means anything of value, and includes:

(a) Real property, including things growing on, affixed to, and found in land.

(b) Tangible or intangible personal property, including rights, privileges, interests, and claims.

(5) "Property of another" means property in which a person has an interest upon which another person is not privileged to infringe without consent, whether or not the other person also has an interest in the property.

Florida Statute § 772.11 provides a civil remedy for the commission of the above-stated acts by allowing any person who has been injured to seek threefold the actual damages sustained and reasonable attorneys' fees and court costs. However, before filing suit to recover those damages, a written demand must first be made; this correspondence constitutes Lloyd G. Wickboldt's written demand.

Accordingly, Lloyd G. Wickboldt hereby demands that you unconditionally return and/or otherwise pay to Anthony J. Aragona III, P.A. Trust Account on behalf of my client, Lloyd G. Wickboldt, the sum of \$231,677.30, plus the return of the above listed items, or an additional \$12,825.00, no later than thirty days from your receipt of this demand in order to remedy the civil theft violations identified above. Moreover, if any other property has been misappropriated by you but is not identified herein, you are likewise directed to remedy those violations within thirty days of the receipt of this letter.

Your failure to remedy within thirty days shall result in Lloyd G. Wickboldt seeking threefold damages sustained, in the amount of \$695,031.90 for the misappropriation of the disability checks, plus the sum of \$38,475.00 for the theft of the above listed items, for a total amount of \$733,506.90 plus interest, together with attorneys' fees and costs. If payment is timely received, my client will issue a written release from further civil liability for the specific act(s) of theft relating to the payment(s) received; otherwise suit will be instituted for all damages authorized by and under the above-stated provisions.

This letter shall also serve as Lloyd G. Wickboldt's final demand for all sums due under the which includes your indebtedness of \$231,677.30, due together with attorneys fees. The amount of attorney's fees will be provided upon resolution of the issues.

PLEASE GOVERN YOURSELF ACCORDINGLY.

ANTHONY J. ARAGONA III, P.A.

By: 
ANTHONY J. ARAGONA, III

Enclosure
cc: Lloyd G. Wickboldt

**IN THE 15TH JUDICIAL CIRCUIT
PALM BEACH COUNTY
EXHIBIT LIST**

DATE REC'D <u>7/24/2013</u>	CASE STYLE <u>LLOYD G WICKBOLDT v JULIE M GONZALEZ</u>
CASE # / DIV <u>2010DR003810 FY</u>	PLTF/ST/PET <u>LLOYD G WICKBOLDT</u>
JUDGE <u>FRENCH</u>	DEFT/RESP <u>JULIE M GONZALEZ</u>
DATE OF JUD <u>8/5/2013</u>	HRG TYPE <u>DISSOLUTION</u>
CHARGE <u>NA</u>	COURT CLERK <u>J HEATON</u> <input checked="" type="checkbox"/> Clerk not present at trial

Description	QTY	PLT/ST/ PET ID	PLT/ST/ PET EV	DFT/RSP ID	DFT/RSP EV	COURT ID/EV	D-STRYD R.RETD
COPY OF AMTRUST BANK WITHDRAWAL SLIP	1		1				
MARRIAGE RECORD	1		4				
COPY OF CANCELED CHECK DTD 01/31/2007	1		5				
MY WILL-JULIE M GONZALEZ DTD 05/28/2009	1		17				
REF: EXPLANATION OF WILL	1		18				
COPIES OF WACHOVIA BANK STATEMENTS 8/23-9/23/08	1					2	
COPIES OF WACHOVIA BANK STATEMENTS 9/24-10/27/08	1					3	
COPIES OF TITANIUM CHECKING BANK STATEMENT DTD 09/16/08	1					4	
SUMMARY OF ACCOUNTS TITANIUM CHECKING DTD 10/16/08	1					5	
SUMMARY OF ACCOUNTS TITANIUM CHECKING DTD 11/18/08	1					6	
COPY OF RESPONDENT'S PASSPORT	1					9	
COPY OF PARTIE'S WEDDING INVITATION	1					10	
MASS MUTUAL COPY OF CHECK DTD 12/05/07	1					11	
BOYNTON BEACH PD INCIDENT REPORT #9063254	1					12	
TTL	14						

FILED
SOUTH COUNTY BRANCH OFFICE
OCT 31 2013
SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

Box ___ Envelope 1 Poster ___ Roll ___ Xray ___ Awk ___ Val ___ Sealed ___
Special Instructions _____

XFER DATE _____ COURT CLERK _____ EVIDENCE CLERK _____

FOR CLERK USE ONLY

PLT/PET Exhibits Returned	Y / N	_____	DFT/RESP Exhibits Returned	Y / N	_____
Disposal Approved by	Frint	_____	sign	_____	date
Disposal Approved by (crim)	Frint	_____	sign	_____	date
Manager Approval	Frint	_____	sign	_____	date
Destruction Date		_____			
Destruction Witnessed by	Frint	_____	sign	_____	date

(circle)

ORIGINAL - ATTACH TO EVIDENCE

EVIDENCE DEPT COPY

FILE COPY

**IN THE 15TH JUDICIAL CIRCUIT
PALM BEACH COUNTY
EXHIBIT LIST**

DATE REC'D <u>7/24/2013</u>	CASE STYLE <u>LLOYD G WICKBOLDT v JULIE M GONZALEZ</u>
CASE # / DIV <u>2010DR003810 FY</u>	PLTF/ST/PET <u>LLOYD G WICKBOLDT</u>
JUDGE <u>FRENCH</u>	DEFT/RESP <u>JULIE M GONZALEZ</u>
DATE OF JUD <u>8/5/2013</u>	HRG TYPE <u>DISSOLUTION</u>
CHARGE <u>NA</u>	COURT CLERK <u>J HEATON</u> <input checked="" type="checkbox"/> Clerk not present at trial

Description	QTY	PLT/ST/ PET ID	PLT/ST/ PET EV	DFT/RSP ID	DFT/RSP EV	COURT ID/EV	D-DSTRYD R-RETD
LETTER FROM PETITIONER'S ATTN Y DTD 04/15/13	1					13	
INVOICE & SETTER FROM GLOBE LIFE & ACCIDENT INSURANCE	1					14	
HSBC INSURANCE LETTER TO PETITIONER DTD 11/06/09	1					15	
RETAIL INSTALLMENT SALE CONTRACT SIMPLE FINANCE CHG	1					18	
LETTER FROM CAPITAL ONE TO PETITIONER'S ATTY DTD 7/1/11	1					19	
RESUME - RICHARD B SEELY MD	1					20	
CANCELED CHECK TO US DEPT OF STATE DTD 01/31/07	1					22	
FAX TO DR SANTOS OFFICE DTD 04/06/09 FROM RESPONDENT	1					23	
DELRAY MEDICAL CENTER - STEPS TO APPEAL YOUR DISCHARGE	1					24	
RESPONDENT'S 2005 INDIVIDUAL INCOME TAX RETURN	1					25	
FTL	10						

Box ___ Envelope 1 Poster ___ Roll ___ Xray ___ Awk ___ Val ___ Sealed ___
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Manager Approval	Frint	_____	sign	_____	date
Destruction Date		_____			
Destruction Witnessed by	Frint	_____	sign	_____	date

POLICY NUMBER	INSURED	DUE DATE 3-21-10		
		3 MONTHS	6 MONTHS	12 MONTHS
00W822152	Lloyd Wickbolo	86.23	169.21	325.40

64

PLEASE MAKE ANY ADDRESS CHANGES BELOW:

#BWNMCM A 483
 #00W822152 /4#
 LLOYD WICKBOLOT
 125 LANCASTER RD
 BOYNTON BCH FL 33426-8432

A 8/0 VA Dr.

*Jen
 Melissa Natalie*

GLOBE LIFE AND ACCIDENT
 INSURANCE COMPANY
 PO BOX 268844
 OKLAHOMA CITY, OK 73126-8844

Call Brenda

2013 JUL 24 AM 11:21
 SHARON R. BARKER, CLERK
 POLICE DEPARTMENT
 SOUTHWEST BRANCH - FILED

PLEASE DO NOT FOLD

2000822152120321100029290086230169210325400001230001

DETACH HERE IMPORTANT: RETAIN THIS PORTION FOR YOUR RECORDS

Globe Life And Accident Insurance Company
 PO Box 268844 • Oklahoma City, Oklahoma 73126-8844
 972-540-6542

REINSTATEMENT NOTICE

*June 9 2010
 A Beneficiary
 to Jen Melissa
 Nat*

Insured: Lloyd Wickbolot
 Policy Number: 00W822152
 Total Coverage: \$60,000
 \$10,000 Term Life plus
 \$50,000 Accidental Death

May 21, 2010

Dear Lloyd Wickbolot:

Your Globe Life insurance coverage on Lloyd Wickbolot has lapsed. Our records show your premium payment due on March 21, 2010 has not been received. Has it been mailed?

We know how important this coverage is to you and to your family. That's why we're offering to extend the time the benefits of your coverage can be reinstated providing the insured is still in good health.

The reasons you started this plan are still the same good reasons you should keep it in force. The decision you make now will no doubt affect someone else....someone you love.

PLEASE ACT NOW! Our limited reinstatement offer expires in 20 days. Your premium payment must be received by June 9, 2010. Please detach the notice above, and return it with your check or money order in the enclosed envelope.

If you have mailed your premium within the past two weeks, please disregard this notice. Anytime we can be of assistance, call or e-mail us at CS@globelifeins.com. Thank you for permitting Globe Life to provide your insurance.

*Beneficiary:
 Julie Gonzalez*

Sincerely,

Charles F. Hudson
 Charles F. Hudson
 President and
 Chief Executive Officer

YOUR PREMIUM IS PAST DUE

EXHIBIT
 14
 PENGAD 800-631-6989

£31

MA 4/5

011437761 T10 G T

LLOYD WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH FL 33426-8432

OTC JUN 04 2009

Coverage Applied for: (Check One Only)

- \$500,000.00 \$750,000.00
 INDIVIDUAL PLAN INDIVIDUAL PLAN
 \$11.65 A MONTH \$16.95 A MONTH
 FAMILY PLAN FAMILY PLAN
 \$17.65 A MONTH \$25.95 A MONTH

Telephone (561) 365-7153
Area Code Number

I Wish To Insure: (If name or address is incorrect, please change.)

Person(s) To Be Insured/ Full Name	Age	Date of Birth			Sex	
		Month	Day	Year	M	F
Applicant* <u>Lloyd G Wickboldt</u>	<u>57</u>	<u>01</u>	<u>08</u>	<u>1952</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Spouse						
Child						
Child						

Please fill in the information requested above for each person to be insured. If you need more space to list your dependents, list them on a separate sheet of paper and include when mailing this application.

Are you and everyone to be insured citizens of the United States? Yes No

If "No," please provide name(s) and Permanent Resident Card (Form I-551) Number(s) _____

I have enclosed \$ 139.80 to pay my first month's premium for the benefit amount selected. After the first month, I wish to be billed: (Please Check One) Annually Monthly through the EASY PAY OPTION

Complete Easy Pay Option Authorization attached to reply envelope.

Beneficiary (List person(s) to be paid at death): (Note: If no Beneficiary is named, benefits will be paid to the Insured's estate.)

Julie GONZALEZ-Wickboldt WIFE
First Name Middle Last Name Relationship to Applicant

I understand that this coverage is not in force until the Policy Date which will be shown on the Policy I will receive. I agree that initial and renewal premiums for the coverage I select will be billed to me as indicated above.

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Applicant's Signature* Lloyd G Wickboldt Date 05 / 30 / 2009
(Do Not Print) Month Day Year

Agent's Printed Name John R. O'Malley Florida License ID No P151545 Licensed Agent Signature John R. O'Malley

MA5919-08 Mutual of Omaha Insurance Company • Home Office: Omaha, Nebraska 0386162

***IMPORTANT: The person named as Applicant must sign the application.**

*000099994 MAC19937

You can choose to stop receiving "prescreened" offers of insurance from this and other companies by calling toll free 1-888-567-8688. See PRESCREEN & OPT OUT NOTICE on the back of the application for more information about prescreened offers.

08720020A0

Application to Mutual of Omaha Insurance Company for accidental death insurance available to applicants under Policy Form E42AD.

831

MAL'S

011437761 T10 G T

LLOYD WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH FL 33426-8432

ETC JUN 04 2009

Coverage Applied for: (Check One Only)

- \$500,000.00 INDIVIDUAL PLAN
- \$11.65 A MONTH
- \$750,000.00 INDIVIDUAL PLAN
- \$16.95 A MONTH
- FAMILY PLAN
- \$17.65 A MONTH
- FAMILY PLAN
- \$25.95 A MONTH

Telephone 561 369-7153
Area Code Number

I Wish To Insure: (If name or address is incorrect, please change.)

Person(s) To Be Insured/ Full Name	Age	Date of Birth			Sex	
		Month	Day	Year	M	F
Applicant* <u>Lloyd G Wickboldt</u>	<u>57</u>	<u>01</u>	<u>08</u>	<u>1952</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Spouse						
Child						
Child						

Please fill in the information requested above for each person to be insured. If you need more space to list your dependents, list them on a separate sheet of paper and include when mailing this application.

Are you and everyone to be insured citizens of the United States? Yes No

If "No," please provide name(s) and Permanent Resident Card (Form I-551) Number(s)

I have enclosed \$ 129.80 to pay my first month's premium for the benefit amount selected. After the first month, I wish to be billed: (Please Check One) Annually Monthly through the EASY PAY OPTION

Complete Easy Pay Option Authorization attached to reply envelope.

Beneficiary (List person(s) to be paid at death): (Note: If no Beneficiary is named, benefits will be paid to the Insured's estate.)

JULIE GONZALEZ-WICKBOLDT - WIFE -
First Name Middle Last Name Relationship to Applicant

I understand that this coverage is not in force until the Policy Date which will be shown on the Policy I will receive. I agree that initial and renewal premiums for the coverage I select will be billed to me as indicated above.

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Applicant's Signature* Lloyd G Wickboldt Date 05, 30, 2009
(Do Not Print) Month Day Year

Agent's Printed Name: John R. O'Malley Florida License ID No P151545 Licensed Agent Signature John R O'Malley
MA5919-08 Mutual of Omaha Insurance Company • Home Office: Omaha, Nebraska 0386162

*IMPORTANT: The person named as Applicant must sign the application. 000099994 MAC19937

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HUSBAND'S
EXHIBIT NO. 33
DATE: 11/18/14
SUSAN SHELLING, RPR

POLICY SCHEDULE

POLICY NUMBER
E42ADR31-173273-28M

POLICY DATE
JUNE 4, 2009

FIRST RENEWAL DATE
JUNE 4, 2010

INITIAL PREMIUM
\$139.80

RENEWAL PREMIUM
\$139.80 ANNUALLY

POLICY BENEFIT

SERIES 20348

060809 63 01

INSURED

LOSS OF LIFE BENEFITS PAYABLE AS SHOWN BELOW

CLASS 1 CLASS 2 CLASS 3
~~\$500,000~~ ~~\$150,000~~ ~~\$100,000~~ PRIMARY INSURED

LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH FL 33426

E42ADR31-173273-28M
INITIAL PREM \$139.80

MGR.
DIR RESP-FIRST 99
HOME OFFICE 999998

ADDITIONAL COVERAGE AND POLICY ADJUSTMENTS SHOWN BELOW
(NOTE: INFORMATION MAY CONTINUE ON REVERSE - PLEASE READ)

BENEFICIARY-SEE POLICY -

INSUREDS NONE

CLAIM INFORMATION CALL 1-800-775-1000 OTHER SERVICE QUESTIONS CALL 1-800-228-9999

000112

POLICY NUMBER
E42ADR31-173273-28M

POLICY DATE
JUNE 4, 2009

FIRST RENEWAL DATE
JUNE 4, 2010

INITIAL PREMIUM
\$139.80

RENEWAL PREMIUM
\$139.80 ANNUALLY

POLICY BENEFIT

SERIES 20348

060809 63 01

INSURED

LOSS OF LIFE BENEFITS PAYABLE AS SHOWN BELOW

CLASS 1 CLASS 2 CLASS 3
\$500,000 \$150,000 \$100,000 PRIMARY INSURED

LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH FL 33426

E42ADR31-173273-28M
INITIAL PREM \$139.80

MGR.
DIR RESP-FIRST 99
HOME OFFICE 999998

ADDITIONAL COVERAGE AND POLICY ADJUSTMENTS SHOWN BELOW
(NOTE: INFORMATION MAY CONTINUE ON REVERSE - PLEASE READ)

BENEFICIARY-SEE POLICY -

INSUREDS NONE

*Notice Amounts of face value
not \$10,000⁰⁰ for funeral as in depositor*

CLAIM INFORMATION CALL 1-800-775-1000 OTHER SERVICE QUESTIONS CALL 1-800-228-9999

000113

LLOYD WICKBOLDT
JULIE GONZALEZ
125 Lancaster Rd
Boynton Beach, FL 33426-8432

1475
63-2/630
BRANCH 01556

3/20/09 Date

Pay to the order of

Globe Life and Accident Ins. \$ 29.29
Twenty Nine Dollars and 29/100



WACHOVIA

Wachovia Bank, N.A.
wachovia.com

For

Policy # 00W822152

0630000211 [REDACTED] 1475 0000002929

LLOYD WICKBOLDT
JULIE GONZALEZ
125 Lancaster Rd
Boynton Beach, FL 33426-8432

1482
63-2/630
BRANCH 01556

(561)369-7153

6/1/09 Date

Pay to the order of

Mutual OF Omaha Accident Ins. \$ 139.80
One Hundred Thirty Nine Dollars and 80/100



WACHOVIA

Wachovia Bank, N.A.
wachovia.com

For

For 1 Year Premium -

0630000211 [REDACTED] 1482

LLOYD WICKBOLDT
JULIE GONZALEZ
125 Lancaster Rd
Boynton Beach, FL 33426-8432

1483
63-2/630
BRANCH 01556

(561)369-7153

6/01/09 Date

Pay to the order of

AAA LIFE INS. COMPANY \$ 26.00
Twenty Six Dollars



WACHOVIA

Wachovia Bank, N.A.
wachovia.com

For

For 3rd Accident Ins. = 1 Year Premium -

0630000211 [REDACTED] 1483

**IN THE 15TH JUDICIAL CIRCUIT
PALM BEACH COUNTY
EXHIBIT LIST**

DATE REC'D <u>7/24/2013</u>	CASE STYLE <u>LLOYD G WICKBOLDT v JULIE M GONZALEZ</u>
CASE # / DIV <u>2010DR003810 FY</u>	PLTF/ST/PET <u>LLOYD G WICKBOLDT</u>
JUDGE <u>FRENCH</u>	DEFT/RESP <u>JULIE M GONZALEZ</u>
DATE OF JUD <u>8/5/2013</u>	HRG TYPE <u>DISSOLUTION</u>
CHARGE <u>NA</u>	COURT CLERK <u>J HEATON</u> <input checked="" type="checkbox"/> Clerk not present at trial

Description	QTY	PLT/ST/ PET ID	PLT/ST/ PET EV	DFT/RSP ID	DFT/RSP EV	COURT ID/EV	D-STRYD R-RETD
COPY OF AMTRUST BANK WITHDRAWAL SLIP	1		1				
MARRIAGE RECORD	1		4				
COPY OF CANCELED CHECK DTD 01/31/2007	1		5				
MY WILL-JULIE M GONZALEZ DTD 05/28/2009	1		17				
REF. EXPLANATION OF WILL	1		18				
COPIES OF WACHOVIA BANK STATEMENTS 8/23-9/23/08	1					2	
COPIES OF WACHOVIA BANK STATEMENTS 9/24-10/27/08	1					3	
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SUMMARY OF ACCOUNTS TITANIUM CHECKING DTD 11/18/08	1					6	
COPY OF RESPONDENT'S PASSPORT	1					9	
COPY OF PARTIE'S WEDDING INVITATION	1					10	
MASS MUTUAL COPY OF CHECK DTD 12/05/07	1					11	
BOYNTON BEACH PD INCIDENT REPORT #9063254	1					12	
TTL	14						

FILED
SOUTH COUNTY BRANCH OFFICE
OCT 31 2013
SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

Box _____ Envelope 1 Poster _____ Roll _____ Xray _____ Awk _____ Val _____ Sealed _____
Special Instructions _____

XFER DATE _____ COURT CLERK _____ EVIDENCE CLERK _____

FOR CLERK USE ONLY

PLT/PET Exhibits Returned	Y / N	_____	DFT/RESP Exhibits Returned	Y / N	_____
Disposal Approved by	Frint	_____	sign	_____	date
Disposal Approved by (crim)	Frint	_____	sign	_____	date
Manager Approval	Frint	_____	sign	_____	date
Destruction Date		_____			
Destruction Witnessed by	Frint	_____	sign	_____	date

(circle)

ORIGINAL - ATTACH TO EVIDENCE

EVIDENCE DEPT COPY

FILE COPY

**IN THE 15TH JUDICIAL CIRCUIT
PALM BEACH COUNTY
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CASE # / DIV	<u>2010DR003810 FY</u>	PLTF/ST/PET	<u>LLOYD G WICKBOLDT</u>
JUDGE	<u>FRENCH</u>	DEFT/RESP	<u>JULIE M GONZALEZ</u>
DATE OF JUD	<u>8/5/2013</u>	HRG TYPE	<u>DISSOLUTION</u>
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LETTER FROM PETITIONER'S ATTN Y DTD 04/15/13	1					13	
INVOICE & SETTER FROM GLOBE LIFE & ACCIDENT INSURANCE	1					14	
HSBC INSURANCE LETTER TO PETITIONER DTD 11/06/09	1					15	
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RESUME - RICHARD B SEELY MD	1					20	
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FAX TO DR SANTOS OFFICE DTD 04/06/09 FROM RESPONDENT	1					23	
DELRAY MEDICAL CENTER - STEPS TO APPEAL YOUR DISCHARGE	1					24	
RESPONDENT'S 2005 INDIVIDUAL INCOME TAX RETURN	1					25	
TTL	10						

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FOR CLERK USE ONLY			
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Disposal Approved by	Frint _____	sign _____	date _____
Disposal Approved by (crim)	Frint _____	sign _____	date _____
Manager Approval	Frint _____	sign _____	date _____
Destruction Date	_____		
Destruction Witnessed by	Frint _____	sign _____	date _____

(circle)

ORIGINAL - ATTACH TO EVIDENCE

EVIDENCE DEPT COPY

FILE COPY

000116

HSBC Insurance

Household Life Insurance Company

06-NOV-2009

Lloyd G Wickboldt
125 Lancaster Rd
Boynton Beach, FL 33426

2013 JUL 24 AM 11:21
FILED
SHARON R. JACKSON, CLU
SOUTH BEACH BRANCH FILED

Re: Application Number: 5055662
Applicant: Lloyd Wickboldt

Dear Lloyd Wickboldt:

The life insurance application received by Household Life Insurance Company for the person named above has been closed as incomplete. We are taking this action because we did not receive from you all of the necessary underwriting information we requested in order to further consider this application. If you think we have acted in error, please contact us at insurancesupport@us.HSBC.com.

Please note, during the application process, we gave you a written description of the Medical Information Bureau, a consumer reporting agency which operates an information exchange on behalf of insurers. When we evaluated your application, the MIB sent a brief, coded report about you to us as you authorized in your application. As a result of that report, we asked you for additional information.

Your application for insurance is being closed because you did not provide us with the additional information requested. Unfortunately, our underwriting policy does not allow us to re-open a closed file.

If you have any questions about your MIB report, you may contact the MIB Information Office at 50 Braintree Hill Park, Suite 400, Braintree, MA 02184-8734 or phone (866) 692-6901 / www.MIB.com. (TTY for hearing impaired 866-346-3642).

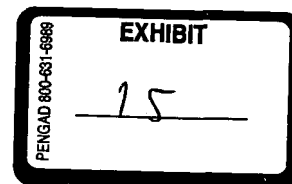
Life insurance is an important part of your financial planning. If you are interested in purchasing another type of policy, please call (800)-323-1317.

Sincerely,

Valerie Laricha
AVP Underwriting Operations

Rev0509

Household Life Insurance Company
Administrative Office: 200 Somerset Corporate Blvd., P.O. Box 6989, Suite 100,
Bridgewater, NJ 08807



000117

**IN THE 15TH JUDICIAL CIRCUIT
PALM BEACH COUNTY
EXHIBIT LIST**

DATE REC'D <u>7/24/2013</u>	CASE STYLE <u>LLOYD G WICKBOLDT v JULIE M GONZALEZ</u>
CASE # / DIV <u>2010DR003810 FY</u>	PLTF/ST/PET <u>LLOYD G WICKBOLDT</u>
JUDGE <u>FRENCH</u>	DEFT/RESP <u>JULIE M GONZALEZ</u>
DATE OF JUD <u>8/5/2013</u>	HRG TYPE <u>DISSOLUTION</u>
CHARGE <u>NA</u>	COURT CLERK <u>J HEATON</u> <input checked="" type="checkbox"/> Clerk not present at trial

Description	QTY	PLT/ST/ PET ID	PLT/ST/ PET EV	DFT/RSP ID	DFT/RSP EV	COURT ID/EV	D-STRYD R-RETD
COPY OF AMTRUST BANK WITHDRAWAL SLIP	1		1				
MARRIAGE RECORD	1		4				
COPY OF CANCELED CHECK DTD 01/31/2007	1		5				
MY WILL-JULIE M GONZALEZ DTD 05/28/2009	1		17				
REF: EXPLANATION OF WILL	1		18				
COPIES OF WACHOVIA BANK STATEMENTS 8/23-9/23/08	1					2	
COPIES OF WACHOVIA BANK STATEMENTS 9/24-10/27/08	1					3	
COPIES OF TITANIUM CHECKING BANK STATEMENT DTD 09/16/08	1					4	
SUMMARY OF ACCOUNTS TITANIUM CHECKING DTD 10/16/08	1					5	
SUMMARY OF ACCOUNTS TITANIUM CHECKING DTD 11/18/08	1					6	
COPY OF RESPONDENT'S PASSPORT	1					9	
COPY OF PARTIE'S WEDDING INVITATION	1					10	
MASS MUTUAL COPY OF CHECK DTD 12/05/07	1					11	
BOYNTON BEACH PD INCIDENT REPORT #9063254	1					12	
TTL	14						

FILED
SOUTH COUNTY BRANCH OFFICE
OCT 31 2013
SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

Box _____ Envelope 1 Poster _____ Roll _____ Xray _____ Awk _____ Val _____ Sealed _____
Special Instructions _____

XFER DATE _____ COURT CLERK _____ EVIDENCE CLERK _____

FOR CLERK USE ONLY

PLT/PET Exhibits Returned	Y / N	_____	DFT/RESP Exhibits Returned	Y / N	_____
Disposal Approved by	Frint	_____	sign	_____	date
Disposal Approved by (crim)	Frint	_____	sign	_____	date
Manager Approval	Frint	_____	sign	_____	date
Destruction Date	_____				
Destruction Witnessed by	Frint	_____	sign	_____	date

RETAIL INSTALLMENT SALE CONTRACT SIMPLE FINANCE CHARGE

Dealer Number _____ Contract Number _____

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code) LLOYD G. WICKBOLGT 606 N. VICTORIA PARK RD. FT. LAUDERDALE FL 33304 Buyer's Month of Birth: <u>JANUARY</u>	Creditor, Seller (Name and Address) COURTYLINE AUTO CENTER INC DBA LEXUS OF PEMBROKE PINES 16150 PINES BLVD PEMBROKE PINES FL 33027
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------

FILED

2013 JUL 24

AM 11:24

SOUTH FLORIDA

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge according to the payment schedule below. We will figure your finance charge on a daily basis at the Base Rate of % per year. The Truth-In-Lending Disclosures below are part of this contract.

New/Used/Demo	Year	Make and Model	Weight (lbs.)	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2006	LEXUS IS 350		JTHBE262762005254	<input type="checkbox"/> personal, family or household <input type="checkbox"/> business <input type="checkbox"/> agricultural

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE <small>The cost of your credit as a yearly rate.</small>	FINANCE CHARGE <small>The dollar amount the credit will cost you.</small>	Amount Financed <small>The amount of credit provided to you or on your behalf.</small>	Total of Payments <small>The amount you will have paid after you have made all payments as scheduled.</small>	Total Sale Price <small>The total cost of your purchase on credit, including your down payment of</small>
9.19 %	\$ 7722.69	\$ 30187.71	\$ 37910.44	\$ 10313.68 \$ 48224.08

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
50	\$ 757.29	Monthly beginning 08/09/2006

Or As Follows: _____

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5 % of the part of the payment that is late.

Prepayment. If you pay off all your debt early, you may have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, prepayment penalties, any required repayment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including \$ <u>2171.82</u> sales tax)	\$ <u>38736.19</u> (1)
2 Total Downpayment =	
Trade-In <u>1997 SAAB 900 SE</u>	
(Year) (Make) (Model)	
Trade-In <u>YS3DF38N5V2032707</u>	
(VIN)	
Gross Trade-In Allowance	\$ <u>1800.00</u>
Less Pay Off Made By Seller	\$ <u>N/A</u>
Equals Net Trade In	\$ <u>1800.00</u>
+ Cash	\$ <u>8513.68</u>
+ Other	\$ <u>N/A</u>
(If total downpayment is negative, enter "0" and see 4I below)	\$ <u>10313.68</u> (2)
3 Unpaid Balance of Cash Price (1 minus 2)	\$ <u>28422.51</u> (3)

4 Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts):

A Cost of Optional Credit Insurance Paid to Insurance Company or Companies.

Life	\$ <u>N/A</u>	
Disability	\$ <u>N/A</u>	\$ <u>N/A</u>

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest Insurance is required is checked below. Your decision to buy or not buy other insurance will not be a factor in the credit approval process. Your choice of insurance providers will not affect our decision to sell you the vehicle or extend credit to you.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

Credit Life: Buyer Co-Buyer Both
Term: N/A

Credit Disability (Buyer Only)
Term: N/A

Premium:
Credit Life \$ N/A
Credit Disability \$ N/A

Insurance Company Name _____

Home Office Address _____

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not to buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments.

If the box above is checked to indicate that you want credit life insurance, please read and sign the following acknowledgments:

1. You understand that you have the option of assigning any other policy or policies you own or may procure for the purpose of covering this extension of credit and that the policy need not be purchased from us in order to obtain the extension of credit.

Buyer _____ Date _____

Co-Buyer _____

EXHIBIT

18

PENGAD 800-831-6888

2. You understand that you have the option of assigning any other policy or policies you own or may procure for the purpose of covering this extension of credit and that the policy need not be purchased from us in order to obtain the extension of credit.

E Government Documentary Stamp Taxes \$ 105.70
 F Government Taxes Not Included in Cash Price \$ N/A
 G Government License and/or Registration Fees \$ N/A
 INCL REG, LIEN (\$2.00), MVWTF (\$2.00) \$ 221.00
 H Government Certificate of Title Fees \$ 4.00
 I Other Charges (Seller must identify who is paid and describe purpose)

to _____ for Prior Credit or Lease Balance	\$	N/A
to _____ for _____	\$	N/A
to LPP- _____ for MAINT CONT	\$	1428.00
to _____ for _____	\$	N/A
to _____ for _____	\$	N/A
to _____ for _____	\$	N/A
to _____ for _____	\$	N/A
to _____ for _____	\$	N/A

Total Other Charges and Amounts Paid to Others on Your Behalf \$ 1765.20 (4)
 5 Loan Processing Fee Paid to Seller (Prepaid Finance Charge) \$ N/A (5)
 6 Amount Financed (3 plus 4) \$ 30187.71 (6)
 Payment Schedule: 60 installments of \$ 521.84 each, monthly beginning 08/09/2006
 or as follows _____

X _____ Date
 Co-Buyer _____
 3. You understand that the benefits under the policy will terminate when you reach a certain age and affirm that your age is accurately represented on the application or policy.
 X _____ Date
 Buyer _____
 X _____ Date
 Co-Buyer _____

Other Insurance

_____ Type of Insurance _____ Term _____
 Premium \$ _____ N/A
 Insurance Company Name _____
 Home Office Address _____
 I want the insurance checked above.
 X _____ Date
 Buyer Signature _____
 X _____ Date
 Co-Buyer Signature _____

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT.

Returned Check Charge: If any check or order of payment you give us is dishonored, you will pay a charge if we make demand that you do so. The charge will be \$25 if the check amount is \$50 or less; \$30 if the check is over \$50 but not more than \$300; \$40 if the check amount is over \$300, or such amount as permitted by law.

VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance): If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. You may choose the insurance company through which the VSI insurance is obtained. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ _____ N/A and is also shown in Item 4B of the ITEMIZATION OF AMOUNT FINANCED. The coverage is for the initial term of the contract.
 "You authorize us to purchase Vendor's or Lender's Single Interest Insurance."
 Buyer: _____ Co-Buyer: _____ Date: _____

OPTION: You pay no finance charge if the amount financed, item 6, is paid in full on or before _____ N/A _____ Year _____ SELLERS INITIALS _____

NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X _____ Co-Buyer Signs X _____
 If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.
 See back for other important agreements.

NOTICE TO THE BUYER: a) Do not sign this contract before you read it or if it contains any blank spaces. b) You are entitled to an exact copy of the contract you sign. Keep it to protect your legal rights.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X _____ Date 06/25/2006 Co-Buyer Signs X _____ Date _____

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X _____ Address _____
 Seller signs _____ Date _____ By X _____ Title _____

Seller assigns its interest in this contract to UNYX ACCEPTANCE CORP. (Assignee) under the terms of Seller's agreement(s) with Assignee.

Assigned with recourse Assigned without recourse Assigned with limited recourse

COUNTYLINE AUTO CENTER INC R# 000121 Title _____

**IN THE 15TH JUDICIAL CIRCUIT
PALM BEACH COUNTY
EXHIBIT LIST**

DATE REC'D <u>7/24/2013</u>	CASE STYLE <u>LLOYD G WICKBOLDT v JULIE M GONZALEZ</u>
CASE # / DIV <u>2010DR003810 FY</u>	PLTF/ST/PET <u>LLOYD G WICKBOLDT</u>
JUDGE <u>FRENCH</u>	DEFT/RESP <u>JULIE M GONZALEZ</u>
DATE OF JUD <u>8/5/2013</u>	HRG TYPE <u>DISSOLUTION</u>
CHARGE <u>NA</u>	COURT CLERK <u>J HEATON</u> <input checked="" type="checkbox"/> Clerk not present at trial

Description	QTY	PLT/ST/ PET ID	PLT/ST/ PET EV	DFT/RSP ID	DFT/RSP EV	COURT ID/EV	D-DSTRYD R-RETD
COPY OF AMTRUST BANK WITHDRAWAL SLIP	1		1				
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COPY OF CANCELED CHECK DTD 01/31/2007	1		5				
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COPY OF RESPONDENT'S PASSPORT	1					9	
COPY OF PARTIE'S WEDDING INVITATION	1					10	
MASS MUTUAL COPY OF CHECK DTD 12/05/07	1					11	
BOYNTON BEACH PD INCIDENT REPORT #9063254	1					12	
TTL	14						

FILED
SOUTH COUNTY BRANCH OFFICE
OCT 31 2013
SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

Box _____ Envelope 1 Poster _____ Roll _____ Xray _____ Awk _____ Val _____ Sealed _____

Special Instructions _____

XFER DATE _____ COURT CLERK _____ EVIDENCE CLERK _____

FOR CLERK USE ONLY

PLT/PET Exhibits Returned	Y / N	_____	DFT/RESP Exhibits Returned	Y / N	_____
Disposal Approved by	Frint	_____	sign	_____	date
Disposal Approved by (crim)	Frint	_____	sign	_____	date
Manager Approval	Frint	_____	sign	_____	date
Destruction Date		_____			
Destruction Witnessed by	Frint	_____	sign	_____	date

**IN THE 15TH JUDICIAL CIRCUIT
PALM BEACH COUNTY
EXHIBIT LIST**

DATE REC'D <u>7/24/2013</u>	CASE STYLE <u>LLOYD G WICKBOLDT v JULIE M GONZALEZ</u>
CASE # / DIV <u>2010DR003810 FY</u>	PLTF/ST/PET <u>LLOYD-G WICKBOLDT</u>
JUDGE <u>FRENCH</u>	DEFT/RESP <u>JULIE M GONZALEZ</u>
DATE OF JUD <u>8/5/2013</u>	HRG TYPE <u>DISSOLUTION</u>
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	<input checked="" type="checkbox"/> Clerk not present at trial

Description	QTY	PLT/ST/ PET ID	PLT/ST/ PET EV	DFT/RSP ID	DFT/RSP EV	COURT ID/EV	D-DSTRYD R-RETD
LETTER FROM PETITIONER'S ATTN Y DTD 04/15/13	1					13	
INVOICE & SETTER FROM GLOBE LIFE & ACCIDENT INSURANCE	1					14	
HSBC INSURANCE LETTER TO PETITIONER DTD 11/06/09	1					15	
RETAIL INSTALLMENT SALE CONTRACT SIMPLE FINANCE CHG	1					18	
LETTER FROM CAPITAL ONE TO PETITIONER'S ATTY DTD 7/1/11	1					19	
RESUME - RICHARD B SEELY MD	1					20	
CANCELED CHECK TO US DEPT OF STATE DTD 01/31/07	1					22	
FAX TO DR SANTOS OFFICE DTD 04/06/09 FROM RESPONDENT	1					23	
DELRAY MEDICAL CENTER - STEPS TO APPEAL YOUR DISCHARGE	1					24	
RESPONDENT'S 2005 INDIVIDUAL INCOME TAX RETURN	1					25	
TTL		10					

Box _____ Envelope 1 Poster _____ Roll _____ Xray _____ Awk _____ Val _____ Sealed _____
Special Instructions _____

XFER DATE _____ COURT CLERK _____ EVIDENCE CLERK _____

FOR CLERK USE ONLY

PLT/PET Exhibits Returned	Y / N	_____	DFT/RESP Exhibits Returned	Y / N	_____
Disposal Approved by	Frint	_____	sign	_____	date _____
Disposal Approved by (crim)	Frint	_____	sign	_____	date _____
Manager Approval	Frint	_____	sign	_____	date _____
Destruction Date		_____			
Destruction Witnessed by	Frint	_____	sign	_____	date _____



Attn: 12070-7000
 15000 Capital One Drive
 Richmond, VA 23238-1119
 subpoena@capitalone.com

July 1, 2011

VIA FEDERAL EXPRESS

Andrew M. Chansen, Esq.
 125 Crawford Boulevard
 Boca Raton, Florida 33432

Re: **Subpoenaed Entity:** Capital One
Responding Entity: Capital One Bank (USA), N.A.
Case No./Name: 50 2010 DR003810XXXXSB FY
Our File Number: 201109185

SHARON S. HITCH-ILLIUM
 PALM BEACH COUNTY
 SOUTHGATE BRANCH FILED
 2013 JUL 24 AM 11:24
FILED

Dear Mr. Chansen:

I am writing in response to the subpoena or information request for the above-referenced matter ("Subpoena") directed to the above Subpoenaed Entity. Subject to and without waiving the below objections,¹ the Responding Entity ("Capital One") has exercised reasonable diligence in searching its systems of record for the documents and/or information reasonably requested by the Subpoena, and the enclosed documents and/or information represent all available documents and/or information yielded by this search. Please note that there are multiple Capital One entities and that the responsive documents produced herewith represent only those in the possession, custody, or control of the Responding Entity.

Please also note that it is not possible for Capital One or any of its employees to represent that any document production contains "all documents" for any specific customer and/or account. Based upon our interpretation of your request, however, we believe the enclosed documents fully satisfy your request. Capital One shall assume that this response constitutes a full and complete response requiring no further action by Capital One in response to the Subpoena unless you should advise it in writing otherwise within ten days of this letter. If you have any questions, please contact us at subpoena@capitalone.com.

Sincerely,
 Subpoena Fulfillment Team


¹To the extent that the above-listed Subpoenaed Entity does not match the above-listed Responding Entity ("Capital One"), Capital One objects to the Subpoena on the grounds that the Subpoena is directed to an incorrect legal entity, as the Subpoenaed Entity does not exist, is not a legal entity, or is not the correct entity to which the Subpoena should be directed. Information regarding Capital One entities is publicly available from Capital One's website (www.capitalone.com) and other public sources. These companies are separate and distinct legal entities, and subpoenas and other legal requests must be served separately upon the correct entity in full compliance with applicable law in order to permit a response. Capital One also objects to the Subpoena to the extent that (1) the method of service of the Subpoena is not specifically authorized by applicable law; (2) the Subpoena has not been issued in full compliance with all applicable law; (3) the Subpoena requests privileged or confidential information; (4) the full scope of the information requested by the Subpoena is not relevant or reasonably necessary to the discovery of admissible evidence; (5) the Subpoena fails to provide sufficient information about some or all of the individuals and/or entities about which information is sought; and/or (6) the Subpoena would pose an undue burden and expense upon Capital One. Capital One further asserts any additional objection to the Subpoena.

EXHIBIT
 15
 PENCAD 800-851-6889

BUSINESS RECORDS AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared the herein named Affiant, who, being by me duly sworn, deposed as follows:

1. I, the below-signed Affiant, am an adult citizen of the United States of America.
2. This Affidavit is made in conjunction with Capital One's response to the subpoena, search warrant, summons, or request issued by **Andrew M. Chansen, Esquire** regarding **Lloyd G. Wickboldt vs Julie M. Gonzalez**, Case Number: **50 2010 DR003810XXXXSB** FY and dated **may 18, 2011** ("Subpoena").
3. I am employed by **Capital One Services, LLC**, and in this position I have personal knowledge of the business records of and am a qualified person authorized to declare and certify on behalf of **Capital One Bank (USA), NA ("Capital One")** that the documents attached hereto represent those responsive to any reasonable request of the Subpoena as returned from a reasonably diligent search of Capital One's systems of record and are true and accurate duplicates of the original business records maintained by Capital One.
4. I further certify that the documents attached hereto (i) were made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person with knowledge of those matters; (ii) were kept in the course of the regularly conducted business activity of Capital One; and (iii) were made by Capital One as a regular practice during its regularly conducted business activity.



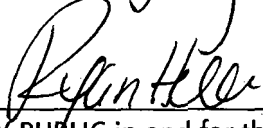
Signature of Affiant

Melody Valdes

Printed Name of Affiant

SWORN TO AND SUBSCRIBED before me on this 5th day of July, 2011.





NOTARY PUBLIC in and for the
COMMONWEALTH OF VIRGINIA

Notary's Printed Name

My commission expires on the 30th day of August, 2015.

For Capital One Use Only
File #: 201109185

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 50 2010 DR003810XXXXSB FY

In Re the Marriage of:

LLOYD G. WICKBOLDT,

Husband,

vs.

JULIE M. GONZALEZ,

Wife.

RICHMOND SHERIFF'S OFFICE
2011 MAY 24 PM 3:12
CIVIL PROCESS

SUBPOENA DUCES TECUM

THE STATE OF FLORIDA

TO: Capital One
By Serving: Corporation Service Company
11 South 12th Street
Richmond, VA 23219

YOU ARE COMMANDED to appear before ARROW
REPROTING, at the Law Offices of Andrew M. Chansen, Esq., 125 Crawford
Blvd., Boca Raton, FL 33432, telephone 561.368.9000, a Notary Public or officer
duly authorized by law to take depositions in the State of Florida for discovery
or use at trial or under RCP 1.390, at 2:00 p.m. on Tuesday, June 21, 2011,
continuing from day to day until its completion, for the taking of your
deposition in this action, and to have with you at the deposition the following:

CASE NO. 50 2010 DR003810XXXXSB FY

- 1 -

ANDREW M. CHANSEN, ESQ., 125 Crawford Blvd., Boca Raton, FL 33432 (561) 368.9000.

000126

The term "Document(s)" as used herein is defined as including, but not limited to, the original and any non-incident copy (which is different from the original because of notations on such copy or otherwise) of all correspondence, telegrams, teletype messages, contracts (including drafts, proposals and any and all exhibits thereto), draft minutes and addenda, memoranda (including inner and infra office memoranda), memoranda for file, pencil jottings, diary entries, desk calendar entries, reported recollections and other written form of notation of events or intentions, transcripts and recordings of conversations and telephone calls, books, records, photographs, reports, tabulations, charts, books of account, ledgers, invoices, financial statements, purchase orders, receipts, canceled checks and other documentary material not subject to attorney-client privilege, together with any documents thereto, or enclosures therewith. The term "Document" shall include data stored, maintained or organized electronically or magnetically through computer equipment, translated, if necessary, by you into comprehensible form.

1. All credit applications and contracts for any account for LLOYD G. WICKBOLDT SS # [REDACTED] including but limited to account [REDACTED] and/or JULIE M. GONZALES, SS # [REDACTED].
2. All credit card statements and credit card charge slips showing charges made since January 1, 2000, including store credit cards for any account for LLOYD G. WICKBOLDT SS # [REDACTED]-6463 including but limited to account [REDACTED] and/or JULIE M. GONZALES, SS # [REDACTED].
3. All "documents" for any account for LLOYD G. WICKBOLDT SS # [REDACTED] including but limited to account [REDACTED]-2103 and/or JULIE M. GONZALES, SS # [REDACTED].
4. All computer disks reflecting any of the foregoing information.



ANDREW M. CHANSEN

ATTORNEY-AT-LAW
125 CRAWFORD BLVD.
BOCA RATON, FL 33432

Telephone: 561.368.9000
Toll Free: 888.686.9200

Facsimile: 561.368.5840

May 18, 2011

To avoid appearing please call at 561.368.9000 to arraign
delivering the documents.

000127

YOU ARE SUBPOENAED to appear by the following attorney and, unless excused from this subpoena by this attorney or the Court, you shall respond to this subpoena as directed.

In accordance with the Americans With Disabilities Act, if you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the ADA Coordinator in the Administrative Office of the Court, 205 North Dixie Highway, Room #5.2500, West Palm Beach, Florida 33401, Telephone (561) 355-2431 within two (2) working days of your receipt of this Notice of Hearing; if you are hearing or voice impaired, call (TDD) 1-800-955-8771 or 1-800-955-8770, via Florida Relay Service.

Dated on May 18, 2011

For the Court:


ANDREW M. CHANSEN, ESQ.

Attorney for Plaintiff/Husband

125 Crawford Boulevard
Boca Raton, Florida 33432
561.368.9000; 888.686.9200
Florida Bar No. 208876

PLATINUM INVITATION

Choose the card that suits your style. ▶

Please place the card choice of your preference here from the enclosed designs. If you do not place your card choice on this form, you will receive the Platinum design.



12. Tropical Sunset

Please print clearly in black or blue ink.

Do you have a checking account? Yes No
Social Security Number [REDACTED]

Date of Birth 01/08/1952
Home Phone (954) 462-2292

† Total Annual Household Income \$155,000

† Alimony, child support or separate maintenance income need not be revealed if you do not choose to have it considered as a basis for repaying this loan.
(Optional) Yes! Send me a FREE additional card for: Print Authorized User's Name

First Name Last Name

I have read the IMPORTANT DISCLOSURES and Terms and Conditions enclosed, including the provision relating to Arbitration, and agree to be bound as specified therein. If I have completed the Transfer Request, I have read and agree to the transfer information enclosed. You are authorized to check my credit and employment history. This offer is nontransferable. To avoid delays, please provide all information requested.

Signature *Lloyd G. Wickboldt* Date 8/15/06
Lloyd G. Wickboldt 0009643-003

9296 Please see the Important Disclosures on the back of the letter for rate, fee and other cost information.

Save even more when you transfer balances now

YES! I want to transfer the following balance(s) immediately, and agree to receive the Privacy Notice from Capital One® later along with other account information. Transfers will be made only if the entire requested amount is within my assigned credit line. There is no fee for transferring balances.

Card/Loan Issuer
Account Number
Specific Amount to Pay \$

Transfer up to 2 additional balances and save even more ▶

This offer expires: September 08, 2006



0009643042604437 003 003

Lloyd G. Wickboldt
606 N Victoria Park Rd
Fort Lauderdale, FL 33304-3433

Please correct name or address if necessary.

Previous Balance	Payments & Credits	FINANCE CHARGE
\$0.00	\$0.00	\$0.00

Sep. 15, 2006 - Oct. 14, 2006 Page 1 of 1

Visa Platinum Account

Your Account Information

TOTAL CREDIT LINE	\$5,000.00
TOTAL AVAILABLE CREDIT	\$4,000.00
CREDIT LINE FOR CASH	\$1,000.00
AVAILABLE CREDIT FOR CASH	\$1,000.00

Finance Charges (Please see reverse for important information)

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$0.00	0.00000%	0.00%	\$0.00
Cash	\$0.00	0.05545% ^{2P}	20.24%	\$0.00

ANNUAL PERCENTAGE RATE applied this period: 0.00%

Transactions	New Balance	Minimum Payment	Due Date
\$1,000.00	\$1,000.00	\$30.00	Nov. 14, 2006

(Initial pages were reduced as I planned "Billboard" presentation. But print too small for long distance reading.)

In August 2006 I requested a Line of Credit from 'Capital One', I did not remember the Co. until the credit card in my name was discovered in Jamaica, 2010.

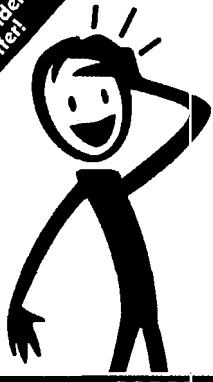
I had a CHECK for \$1,000 issued against this line of credit.

writing added 10/2/12
Lloyd G. Wickboldt

First cash loan since bankruptcy, Aug 18, 2005.

000129

Special
Capital One
Offer!



First 3 months half-price
\$ 4.97
a month, \$9.95/mo. thereafter

SIGN UP TODAY!
1-877-778-1207
 Mention Offer Code: ONYX
 Or visit www.peoplepc.com/go/onyx

peoplepc® online
 A better way to Internet.

PeoplePC Online offers the features you would expect from higher-priced Internet Service Providers at half price for the first 3 months!

- Email Virus Protection
- Pop-Up Blocker™
- Spam Controls
- Smart Dialer
- Phisher Security
- Internet Call Waiting

UNLIMITED INTERNET ACCESS

Capital One

PLATINUM VISA ACCOUNT

AUG 15 - SEP 14, 2006

Page 1 of 1

Account Summary

Previous Balance	\$0.00
Payments, Credits and Adjustments	\$0.00
Transactions	\$0.00
Finance Charges	\$0.00
New Balance	\$0.00
Minimum Amount Due	\$0.00
Payment Due Date	October 14, 2006
Total Credit Line	\$5,000
Total Available Credit	\$5,000.00
Credit Line for Cash	\$1,000
Available Credit for Cash	\$1,000.00

Payments, Credits and Adjustments

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-903-3637

Send payments to: Send inquiries to:
 Attn: Remittance Processing Capital One
 Capital One Bank P.O. Box 30285
 P.O. Box 650007 SLC, UT 84130-0285
 Dallas, TX 75265-0007

Important Account Information

Beginning October 1st, 2006, based on your account activity you may be assessed more than two late, overlimit, or returned check fees that occur during any billing period.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$0.00	.00000%	.00%	\$0.00
CASH	\$0.00	.054774%P	19.99%	\$0.00

ANNUAL PERCENTAGE RATE applied this period **0.00%**

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

Capital One

00000000 0 [REDACTED] 14 00000000000000000009

New Balance \$0.00
 Minimum Amount Due \$0.00
 Payment Due Date October 14, 2006

Total enclosed \$ [REDACTED]
 Account Number: 4E62- [REDACTED]

Please print mailing address and/or e-mail changes below using blue or black ink.

Street _____ Apt. # _____
 City _____ State _____ ZIP _____
 Home Phone _____ Alternate Phone _____
 Email Address _____@_____

Capital One Bank
 P.O. Box 650007
 Dallas, TX 75265-0007

#9025815190235542# MAIL ID NUMBER
 LLOYD G WICKBOLDT
 606 N VICTORIA PARK
 RD
 FORT LAUDERDALE FL 33304-3433

Please write your account number on your check or money order made payable to Capital One Bank and mail in the enclosed envelope.

000130

Previous Balance Payments & Credits **FINANCE CHARGE** Transactions New Balance Minimum Payment Due Date

\$0.00 - \$0.00 + \$0.00 + \$1,000.00 = \$1,000.00 \$30.00 Nov. 14, 2006

Sep. 15, 2006 — Oct. 14, 2006 Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

Visa Platinum Account

Your Account Information

TOTAL CREDIT LINE \$5,000.00
 TOTAL AVAILABLE CREDIT \$4,000.00
 CREDIT LINE FOR CASH \$1,000.00
 AVAILABLE CREDIT FOR CASH \$1,000.00

Finance Charges (Please see reverse for important information)

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$0.00	0.00000%	0.00%	\$0.00
Cash	\$0.00	0.05545% P	20.24%	\$0.00

ANNUAL PERCENTAGE RATE applied this period: 0.00%

Payments, Credits & Adjustments

Transactions

1 25 SEP BALANCE TRANSFER LLOYD G WICKBOLDT \$1,000.00

Intervall

*did not cash
check
10/27/06*



At Your Service 1-800-903-3637
 To call Customer Relations or to report a lost or stolen card.



Send payments to:
 Capital One Bank · P.O. Box 650007 · Dallas, TX 75265-0007



Send inquiries to:
 Capital One · P.O. Box 30235 · Salt Lake City, UT 84130-0285

6056 0010 506

1 7 14 061014

PAGE 1 of 1

COLR233C

01BC6056 20058549

PLEASE RETURN PORTION BELOW WITH PAYMENT

000131

8.49% APR*

500085

(We printed this big because we know it matters to you.)

APR is obviously a very important factor when looking for a Fixed-Rate Home Equity Loan, and most of your options will have a similar rate. But here are some of the ways that Capital One® Home Loans takes out the hassle:

- Customized loan amounts from \$20,000 to \$500,000
- \$0 closing cost options available
- Close in 10 days or less

No Hassles From Call To Close. Your Personal Home Loan Consultant Will Handle Everything.

Call toll free 1-800-760-2607
Mon.-Fri. 8am-8pm; Sat. 10am-1pm EST

Or visit www.capitalonehomeloans.com

Reservation Number: 5127 041 011 3545



* Advertised annual percentage rate is effective as of 10/15/2007 and subject to change at any time. APR is based on an excellent credit history, \$65,395 loan amount, 80% combined loan-to-value ratio and a 20-year fixed-rate second-lien mortgage. Monthly payment for this example is \$567. Additional terms and restrictions apply. Capital One is an Equal Housing Lender. See reverse for additional important information.



Home Equity Loans | Mortgages | Refinancing | Debt Consolidation

Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$613.15	-\$613.15	+\$6.21	+\$85.84	\$92.05	\$15.00	Jan. 15, 2008

Nov. 22, 2007— Dec. 21, 2007 Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

Visa Platinum Account	
Your Account Information	
TOTAL CREDIT LINE	\$5,000.00
TOTAL AVAILABLE CREDIT	\$4,907.95
CREDIT LINE FOR CASH	\$5,000.00
AVAILABLE CREDIT FOR CASH	\$4,907.95

Payments, Credits & Adjustments		
1	14 DEC	PAYMENT \$613.15-
Transactions		
2	19 DEC	CVSPHARMACY #3119 Q03 BOYNTON BEACH FL \$48.59
3	19 DEC	TJMAXX #0392 BOYNTON BEACH FL \$37.25

Finance Charges (Please see reverse for important information)				
Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE	
Purchases	\$453.45	0.04-6.29%	16.65%	\$6.21
Cash	\$0.00	0.05-10.89%	19.74%	\$0.00
ANNUAL PERCENTAGE RATE applied this period: 16.65%				

Capital One Home Loans offers a variety of no hassle home loan products, including first mortgages, refinance and debt consolidation loans, as well as home equity loans and lines of credit. Our team of experienced professionals understands that your situation is unique so your loan solution should be too. You'll have the one-on-one attention of the same personal loan consultant from call to close. Visit www.capitalonehomeloans.com for more information. Capital One is an Equal Housing Lender.

- At Your Service 1-800-903-3637
To call Customer Relations or to report a lost or stolen card:
- Send payments to:
Capital One Bank fi P.O. Box 650007 fi Dallas, TX 75265-0007
- Send inquiries to:
Capital One fi P.O. Box 30235 fi Salt Lake City, UT 84130-0285
- Have a question about a charge on your statement?
Please refer to the Billing Rights Summary on the back of your statement or visit www.capitalone.com/disputes

6056

506

1 07 21 071221

PAGE 1 of 2

010M6056

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE

0 [REDACTED] 21 0092050613150015009

Capital One what's in your wallet?

New Balance Minimum Payment Due Date

\$92.05

\$15.00

Jan. 15, 2008

PLEASE PAY AT LEAST THIS AMOUNT

Amount Enclosed

Account Number: [REDACTED]

Please print address or phone number changes below using blue or black ink.
Address _____

Home Phone _____ Alternate Phone _____

E-mail address _____@_____

#9035617523184811# MAIL ID NUMBER

LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH, FL 33426-8432

[REDACTED]

Capital One Bank
P.O. Box 650007
Dallas, TX 75265-0007

740154

Please write your account number on your check or money order made payable to Capital One Bank and mail with this coupon in the enclosed envelope.

000132

Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$1,000.00	\$0.00	\$0.00	\$923.96	\$1,923.96	\$87.00	Dec. 14, 2006

Oct. 15, 2006— Nov. 14, 2006 Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

Visa Platinum Account
4862-3626-7550-5039

Your Account Information

TOTAL CREDIT LINE \$5,000.00
TOTAL AVAILABLE CREDIT \$3,076.04
CREDIT LINE FOR CASH \$1,000.00
AVAILABLE CREDIT FOR CASH \$1,000.00

Finance Charges (Please see reverse for important information)

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$0.00	0.00000%	0.00%	\$0.00
Cash	\$0.00	0.05545%	20.24%	\$0.00
ANNUAL PERCENTAGE RATE applied this period: 0.00%				

Your account is one payment behind. Remember that making your minimum payments by the due date keeps your account in good standing. Further missed payments may be reported to the national credit bureaus. So make sure you send in the minimum amount due to keep your account in good standing.

Payments, Credits & Adjustments

Transactions		
1	27 OCT	CHEVRON 00047205 BOCA RATON FL \$23.77
2	28 OCT	SUPER ONE STOP Q39 ORLANDO FL \$15.00
3	28 OCT	7-ELEVEN 33088 Q39 ORLANDO FL \$23.73
4	29 OCT	CHEVRON 00202634 DEERFIELD BEA FL \$34.78
5	31 OCT	WINN-DIXIE #0355 S9I BOCA RATON FL \$195.40
6	01 NOV	HILLSBORO BICYCLE CENT DEERFIELD BEA FL \$45.48
7	01 NOV	HILLSBORO BICYCLE CENT DEERFIELD BEA FL \$26.50
8	01 NOV	CHEVRON 00202634 DEERFIELD BEA FL \$41.10
9	02 NOV	SOUTHWESTAIR5262753846861 DALLAS TX \$170.10
		TK#: 5262753
		PSGR: WICKBOLDT/CHARLES
		ORIG: MCO, DEST: FLL
		S/O: O CARRIER: WN SVC: M
		ORIG: FLL, DEST: MCO
		S/O: O CARRIER: WN SVC: M
0070	02 NOV	SOUTHWESTAIR5262753853876 DALLAS TX \$117.10
		TK#: 5262753
		PSGR: WICKBOLDT/CHARLES
		ORIG: MCO, DEST: FLL
		S/O: O CARRIER: WN SVC: M
		ORIG: FLL, DEST: MCO
		S/O: O CARRIER: WN SVC: M
11	03 NOV	HILLSBORO URGENT CARE DEERFIELD BEA FL \$196.00
12	14 NOV	PAST DUE FEE \$35.00

You were assessed a past due fee because your minimum payment was not received by the due date. To avoid this fee in the future, we recommend that you allow at least 7 business days for your minimum payment to reach Capital One.

Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$92.05	\$390.56	\$0.00	\$2,913.89	\$2,615.38	\$78.00	Feb. 15, 2008

Dec. 22, 2007— Jan. 21, 2008 Page 1 of 2

PLEASE PAY AT LEAST THIS AMOUNT

Visa Platinum Account

Your Account Information

TOTAL CREDIT LINE \$5,000.00
TOTAL AVAILABLE CREDIT \$2,384.62
CREDIT LINE FOR CASH \$5,000.00
AVAILABLE CREDIT FOR CASH \$2,384.62

Finance Charges (Please see reverse for important information)

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$0.00	0.04425%	16.15%	\$0.00
Cash	\$0.00	0.05271%	19.24%	\$0.00
ANNUAL PERCENTAGE RATE applied this period: 0.00%				

Payments, Credits & Adjustments

1	28 DEC	TJMAXX #0392 BOYNTON BEACH FL \$21.29
2	31 DEC	LINENSNTINGS #0140 DELRAY BEACH FL \$119.27
3	11 JAN	PAYMENT \$250.00

Transactions

4	21 DEC	THE BOYS FARMERS M DELRAY BEACH FL \$78.92
5	21 DEC	PUBLIX #196 SA1 BOYNTON BCH FL \$121.26
6	22 DEC	CROISSAN' TIME FT. LAUDERDAL FL \$72.64
7	23 DEC	AMOCO OIL 01083641 DEERFIELD BEA FL \$48.74
8	23 DEC	RHYTHM CLOTHIERS W. PALM BEACH FL \$473.93
9	24 DEC	BIO THERM MONTREAL QC \$154.00
10	24 DEC	LINENSNTINGS #0140 DELRAY BEACH FL \$120.75
11	24 DEC	THE SPORTS AUTHORITY #345 DEERFIELD BCH FL \$21.19
12	26 DEC	SUNPASS OPERATIONS 888-8655352 FL \$100.00
13	26 DEC	SUNPASS OPERATIONS 888-8655352 FL \$50.00
14	27 DEC	TJMAXX #0392 BOYNTON BEACH FL \$74.51
15	28 DEC	DBT PBCC/WEB 800-225-3253 FL \$20.00
16	28 DEC	TJMAXX #0392 BOYNTON BEACH FL \$57.47
17	28 DEC	PIER 1 00002253 BOYNTON BEACH FL \$46.46
18	30 DEC	BARNES & NOBLE #205Q90 BOCA RATON FL \$31.58
19	31 DEC	WALGREENS #5490 Q03 BOYNTON BEACH FL \$18.87
20	31 DEC	SHELL OIL 27540893107 MIAMI BEACH FL \$35.55
21	03 JAN	DBT PBCC/WEB 800-225-3253 FL \$432.54
22	03 JAN	LA GRANJA WESTON FT LAUDERDALE FL \$6.05
23	03 JAN	AMOCO OIL 02917623 BOCA RATON FL \$21.40
24	04 JAN	WINN-DIXIE #0355 S9I BOCA RATON FL \$100.71
25	05 JAN	PINES VALERO HOLLYWOOD FL \$40.14
26	07 JAN	NATIONAL LEAGUE FOR NURS 212-363-0555 NY \$70.00
27	07 JAN	ROYAL PALM INSURANCE 866-351-3055 FL \$30.00
28	07 JAN	WALGREENS #5490 Q03 BOYNTON BEACH FL \$21.57
29	07 JAN	PUBLIX #388 SA1 DELRAY BEACH FL \$47.39
30	08 JAN	USPS 1109649550 BOYNTON BEACH FL \$14.76
31	10 JAN	WM SUPERCENTER BOYNTON BEACH FL \$4.78

At Your Service 1-800-903-3637
To call Customer Relations or to report a lost or stolen card.

Send payments to:
Capital One Bank fi P.O. Box 650007 fi Dallas, TX 75265-0007

Send inquiries to:
Capital One fi P.O. Box 30285 fi Salt Lake City, UT 84130-0285

Have a question about a charge on your statement?
Please refer to the Billing Rights Summary on the back of your statement or visit www.capitalone.com/disputes

After I have informed "Capital One" I wanted
line of credit closed, "Julie" begins using a credit
card which she must have removed from the
#100000 check before I received the check.

Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$92.05	\$390.56	\$0.00	\$2,913.89	\$2,615.38	\$78.00	Feb. 15, 2008

Dec. 22, 2007-- Jan. 21, 2008 Page 2 of 2

PLEASE PAY AT LEAST THIS AMOUNT

Visa Platinum Account
 Your Account Information
 TOTAL CREDIT LINE \$5,000.00
 TOTAL AVAILABLE CREDIT \$2,384.62
 CREDIT LINE FOR CASH \$5,000.00
 AVAILABLE CREDIT FOR CASH \$2,384.62

Transactions (continued)

32	10 JAN	WM SUPERCENTER BOYNTON BEACH FL	\$22.51
33	10 JAN	PBCC CENTRAL BOOKS #0769 LAKE WORTH FL	\$193.56
34	11 JAN	OFFICE DEPOT #71 BOYNTON BEACH FL	\$63.85
35	16 JAN	WASABI JAPANESE RESTAURAN PEMBROKE PNS FL	\$29.47
36	16 JAN	TJMAXX #0037 PEMBROKE PINE FL	\$84.77
37	16 JAN	TJMAXX #0037 PEMBROKE PINE FL	\$13.77
38	17 JAN	PUBLIX #181 SA1 DELRAY BEACH FL	\$73.84
39	17 JAN	AMOCO OIL 01487206 LAKE WORTH FL	\$25.15
40	18 JAN	OUTBACK #1082 DELRAY BCH. FL	\$47.03
41	19 JAN	TJMAXX #0392 BOYNTON BEACH FL	\$44.73

Capital One Home Loans offers a variety of no hassle home loan products, including first mortgages, refinance and debt consolidation loans, as well as home equity loans and lines of credit. Our team of experienced professionals understands that your situation is unique so your loan solution should be too. You'll have the one-on-one attention of the same personal loan consultant from call to close. Visit www.capitalonehome loans.com for more information. Capital One is an Equal Housing Lender.

03 561 447-0991

Name Lloyd Wickboldt 0000 530734 (1000/EX Rev 04) 63-643670
 Account No. * [REDACTED] 08015814
 Date 6/8/2007

Pay to the Order of CAPITAL ONE \$ 500.00
FIVE HUNDRED Dollars

WACHOVIA Wachovia Bank, National Association.
 Pompano, FL 33069

For VISA # [REDACTED] L. Wickboldt
 @067006432

d 067006432:0000050000 53175428 C

1028416924 5720250420
 PERMIT NO. 12 11/15/07 6475 37 WEIGH
 ENT=3763 TRC=071810X-01

060166893 06-19-07 2150 08
 00000000000000000000
 LPS12120 KY
 ENT=150

Bill paid with check my name written in
 favor of my signature 000134 Md

Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$418.72	\$0.00	\$0.00	\$2,029.82	\$1,611.10	\$48.00	Jun. 14, 2007

Apr. 15, 2007— May. 14, 2007 Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

Visa Platinum Account
 Your Account Information
 TOTAL CREDIT LINE \$5,000.00
 TOTAL AVAILABLE CREDIT \$3,388.90
 CREDIT LINE FOR CASH \$5,000.00
 AVAILABLE CREDIT FOR CASH \$3,388.90

Payments, Credits & Adjustments

Transactions		
1	20 MAR IBERIA 0000232557612 MIAMI NY	\$722.19
	TK#: 0000232	
	PSGR: GONZALEZ/JULIE	
	ORIG: MIA, DEST: MAD	
	CARRIER: IB SVC: N	
	ORIG: MAD, DEST: BCN	
	CARRIER: IB SVC: N	
	ORIG: BCN, DEST: MAD	
	CARRIER: IB SVC: M	
	ORIG: MAD, DEST: MIA	
	CARRIER: IB SVC: N	
2	20 MAR IBERIA 0000232557612 MIAMI NY	\$722.19
	TK#: 0000232	
	PSGR: WICKBOLDT/LLOYD	
	ORIG: MIA, DEST: MAD	
	CARRIER: IB SVC: N	
	ORIG: MAD, DEST: BCN	
	CARRIER: IB SVC: N	
	ORIG: BCN, DEST: MAD	
	CARRIER: IB SVC: M	
	ORIG: MAD, DEST: MIA	
	CARRIER: IB SVC: N	
3	22 APR Hotels.com 800-219-4606 TX	\$452.40
	ARRIVE: 04/30/07	
4	10 MAY DESTINIA S.L. MADRID	\$133.04
	CURRENCEUREXCHANGE RATE 740604330%	

Finance Charges (Please see reverse for important information)

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$0.00	0.04699%P	17.15%	\$0.00
Cash	\$0.00	0.05545%P	20.24%	\$0.00

ANNUAL PERCENTAGE RATE applied this period: 0.00%

- At Your Service 1-800-903-3637
To call Customer Relations or to report a lost or stolen card:
- Send payments to:
Capital One Bank fi P.O. Box 650007 fi Dallas, TX 75265-0007
- Send inquiries to:
Capital One fi P.O. Box 30285 fi Salt Lake City, UT 84130-0285

Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$1,611.10	\$500.00	\$49.02	\$1,345.79	\$2,505.91	\$75.00	Jul. 15, 2007

May. 15, 2007— Jun. 20, 2007 Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

Visa Platinum Account
 Your Account Information
 TOTAL CREDIT LINE \$5,000.00
 TOTAL AVAILABLE CREDIT \$2,494.09
 CREDIT LINE FOR CASH \$5,000.00
 AVAILABLE CREDIT FOR CASH \$2,494.09

Payments, Credits & Adjustments

Transactions		
1	11 JUN PAYMENT	\$500.00
2	14 MAY CELEBRITY MILLENIUM 800-327-6700 FL	\$806.85
	ARRIVE: 05/05/07	
3	14 MAY GRAN HOTEL BARCINO BARCELONA	\$44.73
4	17 MAY HOTEL SANTO DOMINGO MADRID	\$494.21
	CURRENCEUREXCHANGE RATE 740454463%	

Charges for Honeymoon Cruise.
 Julie has 20+ credit cards in her name she could have used. She never knows how long her run of fraud will go on. She is prepared from the beginning to down her cards in

000135

Re: Account Number: [REDACTED]
Balance: \$952.96
Amount Due: \$115.00

*Answer number
name
rose*

*USER NAME
JULIE GONZALEZ 64
PASSWORD
JULIEM 64*

*952.96
450.96
502.96*

Dear Lloyd G Wickboldt:

Your account is now 90 days past due.

Maybe you've been meaning to call us, but for one reason or another you keep putting it off. You can't put off calling us any longer and here's why:

If you don't make a payment before your next due date, we'll be forced to permanently suspend your charging privileges and report your account's progressing delinquency status to three national credit bureaus.

But you don't have to let that happen.

Even if you can't pay the entire amount due, please call us at 1-800-955-6600. We'll work with your unique financial situation. We could set up a partial payment, waive the pay-by-phone fee, or even customize a payment plan. But we can't do anything to help if you don't call.

If you've already sent in a payment, thanks. If you haven't, call and see how we can take some of the hassles out of bringing your account back into good standing.

Sincerely,

Capital One Services, Inc.

P.S. Please read the enclosed insert. It has valuable information you should know about making payments on your Capital One account.

*Antonio
Maria
Miguel Becerra SAHILL*

FM20-BX-1006
ABC 2413C (20061001)

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

*10/1/12
Who is the User
of this card?
Stated above!*

*As no line connections
were made for the Capital One
Account, Julie Gonzalez 64, password "Juliem" (fictitious name)
Answer to security question: Antonio 000136 Maria*

Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$5,036.68	\$1,100.00	\$61.18	\$810.47	\$4,808.33	\$144.00	May. 16, 2008

Mar. 22, 2008 — Apr. 21, 2008 Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

Visa Platinum Account

Your Account Information

TOTAL CREDIT LINE	\$5,000.00
TOTAL AVAILABLE CREDIT	\$191.67
CREDIT LINE FOR CASH	\$5,000.00
AVAILABLE CREDIT FOR CASH	\$191.67

Finance Charges (Please see reverse for important information)

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$5,090.02	0.03877% P	14.15%	\$61.18
Cash	\$0.00	0.04723% P	17.24%	\$0.00

ANNUAL PERCENTAGE RATE applied this period: **14.15%**



At Your Service 1-800-903-3637

To call Customer Relations or to report a lost or stolen card



Send payments to:

Capital One BK(USA), NA • P.O. Box 650007 • Dallas, TX 75265-0007



Send Inquiries to:

Capital One P.O. Box 30785 • Salt Lake City, UT 84130-0285



Have a question about a charge on your statement?

Please refer to the Billing Rights Summary on the back of your statement or visit www.capitalone.com/disputes

Payments, Credits & Adjustments

1	11 APR	PAYMENT	\$1,100.00
---	--------	---------	------------

Transactions

2	25 MAR	RESERVATION REWARDS 800-7327031 CT	\$10.00
3	26 MAR	EXXONMOBIL 12616926 BOYNTON BEACH FL	\$44.95
4	27 MAR	CVSPHARMACY #3158 Q03 BOYNTON BEACH FL	\$30.10
5	29 MAR	EXXONMOBIL 12838866 DAVIE FL	\$94.59
6	30 MAR	PEI WEI ASIAN DINER-00 BOYNTON BEACH FL	\$30.10
7	30 MAR	PUBLIX #196 SA1 BOYNTON BCH FL	\$16.51
8	30 MAR	SHELL OIL 27540189209 BOYNTON BEACH FL	\$56.21
9	01 APR	LA FITNESS 800-523-4863 CA	\$64.24
10	01 APR	LA FITNESS 800-523-4863 CA	\$30.74
11	03 APR	PUBLIX #196 SA1 BOYNTON BCH FL	\$37.09
12	04 APR	AMOCO OIL 09538109 BOYNTON BEACH FL	\$51.77
13	14 APR	PUBLIX #1068 SA1 PEMBROKE PINE FL	\$57.47
14	14 APR	WEST HOLLYWOOD U GAS PEMBROKE PINE FL	\$25.10
15	16 APR	PUBLIX #181 SA1 DELRAY BEACH FL	\$45.23
16	18 APR	CHEVRON 00202652 DEERFIELD BEA FL	\$107.24
17	19 APR	AESTHETIC CONGRESS COMMUN CORAL GABLES FL	\$40.28
18	19 APR	CVSPHARMACY #8378 Q03 MIRAMAR FL	\$40.00
19	21 APR	OVERLIMIT FEE APR 05, 2008	\$19.95
			\$39.00

Whether you're in the market for a home equity loan or you're interested in refinancing, Capital One will find a home loan solution to fit your needs. We offer great rates, no hidden fees, and you will receive the one-on-one attention of the same personal loan consultant from call to close. Visit www.capitalonehome loans.com for more information.

Jan Miramar
West Pembroke Pine

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Statement
check on charge
return to me
to

6.03% APR*

500085

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APR is obviously a very important factor when looking for a **Fixed-Rate Home Loan**, and most of your options will have a similar rate. But here are some of the ways that Capital One® Home Loans takes out the hassle:

- Customized loan amounts from \$20,000 to \$500,000
- Guaranteed **FIXED** payments
- No-hassle loan process

No Hassles From Call To Close. Your Personal Home Loan Consultant Will Handle Everything.

Call toll free: **1-800-760-2607**

Or visit www.capitalonehomeloans.com

Mon.-Fri. 8am-8pm; Sat. 10am-1pm EST

Reservation Number: 5028 041 008 2880



* Advertised annual percentage rate is effective as of 12/11/2007 and subject to change at any time. APR is based on good credit history, \$200,000 loan amount, 80% combined loan-to-value ratio and a 30-year fixed-rate first-lien mortgage. Monthly payment for this example is \$1,203. Additional terms and restrictions apply. Capital One is an Equal Housing Lender. See reverse for additional important information.



Home Equity Loans | Mortgages | Refinancing | Debt Consolidation

Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$2,615.38	\$400.00	\$60.48	\$2,624.02	\$4,899.88	\$146.00	Mar. 17, 2008

Jan. 22, 2008 — Feb. 21, 2008 Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

Visa Platinum Account

Your Account Information

TOTAL CREDIT LINE	\$5,000.00
TOTAL AVAILABLE CREDIT	\$100.12
CREDIT LINE FOR CASH	\$5,000.00
AVAILABLE CREDIT FOR CASH	\$100.12

Finance Charges (Please see reverse for important information)

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$4,409.19	0.04425% P	16.15%	\$60.48
Cash	\$0.00	0.05271% P	19.24%	\$0.00

ANNUAL PERCENTAGE RATE applied this period: 16.15%

Payments, Credits & Adjustments

1	06 FEB	PAYMENT	\$400.00
---	--------	---------	----------

Transactions

2	21 JAN	DELL SERVICE & SUPPORT 866-393-9460 TX	\$230.84
3	21 JAN	7-ELEVEN 21026 Q05 DEERFIELD BEA FL	\$30.09
4	22 JAN	ARLEX JEWELRY/CLOCKS PALM SPRING FL	\$42.60
5	22 JAN	PUBLIX #196 SA1 BOYNTON BCH FL	\$79.65
6	23 JAN	CHINA GARDENS RESTAURAN DELRAY BEACH FL	\$21.77
7	25 JAN	OFFICE DEPOT #224 DEERFIELD BEA FL	\$227.87
8	26 JAN	PEI WEI ASIAN DINER-00 BOYNTON BEACH FL	\$15.98
9	27 JAN	ART.COM* 800-952-5592 NC	\$101.97
10	28 JAN	TARGET 00009209 PEMBROKE PINE FL	\$26.62
11	29 JAN	PUBLIX #196 SA1 BOYNTON BCH FL	\$73.16
12	30 JAN	GOLDEN RULE INSUR01 OF 01 618-9438000 IN	\$558.41
13	31 JAN	TM *IRON WHITE 407-839-3900 FL	\$124.00
14	31 JAN	BED BATH & BEYOND #150 BOYNTON FL	\$51.10
15	31 JAN	AMOCO OIL 09538109 BOYNTON BEACH FL	\$45.82
16	01 FEB	LA FITNESS 800-523-4863 CA	\$132.96
17	01 FEB	LA FITNESS 800-523-4863 CA	\$158.36
18	01 FEB	PUBLIX #196 SA1 BOYNTON BCH FL	\$74.38
19	01 FEB	SUNPASS OPERATIONS 888-8655352 FL	\$50.00
20	01 FEB	SUNPASS OPERATIONS 888-8655352 FL	\$50.00
21	02 FEB	ROBERT FRESH MARKET NEW ORLEANS LA	\$83.83
22	03 FEB	AUNT SALLY'S PRALI NEW ORLEANS LA	\$102.41
23	03 FEB	ART.COM* 800-952-5592 NC	\$192.97
24	04 FEB	BEHIND THE WHEELS METAIRIE LA	\$81.55
25	04 FEB	MARKET MAX OF COVINGTON COVINGTON LA	\$28.70
26	21 FEB	OVERLIMIT FEE FEB 04, 2008	\$39.00

At Your Service 1-800-903-3537
To call Customer Relations or to report a lost or stolen card

Send payments to:
Capital One Bank # P.O. Box 65007 # Dallas, TX 75265-0007

Send inquiries to:
Capital One # P.O. Box 30285 # St. J. Lake City, UT 84130-0285

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PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE.

0 [REDACTED] 21 4899880400000146002

Capital One what's in your wallet?

New Balance	Minimum Payment	Due Date
\$4,899.88	\$146.00	Mar. 17, 2008

PLEASE PAY AT LEAST THIS AMOUNT

Amount Enclosed

Account Number: [REDACTED]

Please print address or phone number changes below using blue or black ink.

Address _____

Home Phone _____ Alternate Phone _____

E-mail address _____ @ _____

#9005317523184814# MAIL ID NUMBER

LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH, FL 33426-8432

334268432258

Capital One Bank
P.O. Box 650007
Dallas, TX 75265-0007

4077

752650007071

Please write your account number on your check or money order made payable to Capital One Bank and mail with this coupon in the enclosed envelope.

000138



500017

Keep your Finances Fit

- Know your credit limit and the amount of credit available for your use.
- Maintain a good credit history...it affects more areas of your life than just your ability to get a credit card.
- Use a budget to help you see what you can afford to buy now and to help you save for the future.
- Understand that the cost of credit includes fees as well as interest.
- Request a copy of your credit report from a credit reporting bureau regularly.

Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$4,899.88	-\$700.00	+\$64.02	+\$772.78	=\$5,036.68	\$151.00	Apr. 15, 2008

Feb. 22, 2008 — Mar. 21, 2008 Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

Visa Platinum Account
 [REDACTED]-1735

Your Account Information

TOTAL CREDIT LINE	\$5,000.00
TOTAL AVAILABLE CREDIT	\$0.00
CREDIT LINE FOR CASH	\$5,000.00
AVAILABLE CREDIT FOR CASH	\$0.00

Payments, Credits & Adjustments

1	07 MAR	PAYMENT	\$700.00
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Transactions

2	25 FEB	RESERVATION REWARDS 800-7327031 CT	\$10.00
3	26 FEB	AMOCO OIL 09538109 BOYNTON BEACH FL	\$30.25
4	27 FEB	PUBLIX #196 SA1 BOYNTON BCH FL	\$52.79
5	29 FEB	BIO THERM MONTREAL QC	\$98.50
6	01 MAR	LA FITNESS 800-523-4863 CA	\$30.74
7	01 MAR	LA FITNESS 800-523-4863 CA	\$37.09
8	02 MAR	SPIEGEL CATALOG HOLDINGS 800-462-4789 VA	\$134.90
9	03 MAR	PUBLIX #388 SA1 DELRAY BEACH FL	\$60.67
10	03 MAR	SHELL OIL 27542981900 SUNRISE FL	\$35.15
11	11 MAR	PUBLIX #196 SA1 BOYNTON BCH FL	\$104.25
12	12 MAR	EXXONMOBIL 12875647 PEMBROKE PINE FL	\$25.26
13	17 MAR	HESS 09253 DAVIE FL	\$18.14
14	19 MAR	ASURION SPRINT DEDUCTIBLE 866-6446815 MO	\$50.00
15	19 MAR	EXXONMOBIL 12816926 BOYNTON BEACH FL	\$46.04
16	21 MAR	OVERLIMIT FEE MAR 05, 2008	\$39.00

Finance Charges (Please see reverse for important information)

Balance rate applied to	Period rate	Corresponding APR	FINANCE CHARGE	
Purchases	\$4,988.59	0.04425% P	16.15%	\$64.02
Cash	\$0.00	0.05271% P	19.24%	\$0.00

ANNUAL PERCENTAGE RATE applied this period: 16.15%

- At Your Service** 1-800-903-2637
To call Customer Relations or to report a lost or stolen card
- Send payments to:**
Capital One Bk(USA),NA # P.O. Box 650007 # Dallas, TX 75265-0007
- Send Inquiries to:**
Capital One # P.O. Box 30285 # Salt Lake City, UT 84130-0285
- Have a question about a charge on your statement?**
Please refer to the Billing Rights Summary on the back of your statement or visit www.capitalone.com/disputes

Whether you're in the market for a home equity loan or you're interested in refinancing, Capital One will find a home loan solution to fit your needs. We offer great rates, no hidden fees, and you will receive the one-on-one attention of the same personal loan consultant from call to close. Visit www.capitalonehome loans.com for more information.

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE.

0 [REDACTED] 21 5036680700000151006

Capital One what's in your wallet?

New Balance	Minimum Payment	Due Date
\$5,036.68	\$151.00	Apr. 15, 2008

PLEASE PAY AT LEAST THIS AMOUNT

Amount Enclosed

Account Number: [REDACTED]

Please print address or phone number changes below using blue or black ink.

Address _____

Home Phone _____ Alternate Phone _____

E-mail address _____ @ _____

#9008217523184813# MAIL ID NUMBER

LLOYD G WICKBOLDT
325 LANCASTER RD
BOYNTON BEACH, FL 33426-8432

334268432258

Capital One Bk(USA)-NA
P.O. Box 650007 *4106*
Dallas, TX 75265-0007
752650007071

Please write your account number on your check or money order made payable to Capital One Bk(USA),NA and mail with this coupon in the enclosed envelope.

000139



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Capital One can handle it all. Hassle free!

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to manage your account online.



Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$5,036.68	-\$1,100.00	+\$61.18	+\$810.47	\$4,808.33	\$144.00	May. 16, 2008

Mar. 22, 2008 — Apr. 21, 2008 Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

Visa Platinum Account

Your Account Information

TOTAL CREDIT LINE	\$5,000.00
TOTAL AVAILABLE CREDIT	\$191.67
CREDIT LINE FOR CASH	\$5,000.00
AVAILABLE CREDIT FOR CASH	\$191.67

Finance Charges (Please see reverse for important information)

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$5,090.02	0.03877% P	14.15%	\$61.18
Cash	\$0.00	0.04733% P	17.24%	\$0.00

ANNUAL PERCENTAGE RATE applied this period: 14.15%

At Your Service 1-800-903-2637
To call Customer Relations or to report a lost or stolen card

Send payments to:
Capital One Bk(USA),NA # P.O. Box 650007 # Dallas, TX 75265-0007

Send Inquiries to:
Capital One # P.O. Box 30285 # Salt Lake City, UT 84130-0285

Have a question about a charge on your statement?
Please refer to the Billing Rights Summary on the back of your statement or visit www.capitalone.com/disputes

Payments, Credits & Adjustments

1	11 APR	PAYMENT	\$1,100.00
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Transactions

2	25 MAR	RESERVATION REWARDS 800-7327031 CT	\$10.00
3	26 MAR	EXXONMOBIL 12616926 BOYNTON BEACH FL	\$44.95
4	27 MAR	CVSPHARMACY #3158 Q03 BOYNTON BEACH FL	\$94.59
5	29 MAR	EXXONMOBIL 12838868 DAVIE FL	\$30.10
6	30 MAR	PEI WEI ASIAN DINER-00 BOYNTON BEACH FL	\$16.51
7	30 MAR	PUBLIX #196 SA1 BOYNTON BCH FL	\$56.21
8	30 MAR	SHELL OIL 27540189209 BOYNTON BEACH FL	\$64.24
9	01 APR	LA FITNESS 800-523-4863 CA	\$30.74
10	01 APR	LA FITNESS 800-523-4863 CA	\$37.09
11	03 APR	PUBLIX #196 SA1 BOYNTON BCH FL	\$51.77
12	04 APR	AMOCO OIL 09538109 BOYNTON BEACH FL	\$57.47
13	14 APR	PUBLIX #1068 SA1 PEMBROKE PINE FL	\$25.10
14	14 APR	WEST HOLLYWOOD U GAS PEMBROKE PINE FL	\$45.23
15	16 APR	PUBLIX #181 SA1 DELRAY BEACH FL	\$107.24
16	18 APR	CHEVRON 00202652 DEERFIELD BEA FL	\$40.28
17	19 APR	AESTHETIC CONGRESS COMMUN CORAL GABLES FL	\$40.00
18	19 APR	CVSPHARMACY #8378 Q03 MIRAMAR FL	\$19.95
19	21 APR	OVERLIMIT FEE APR 05, 2008	\$39.00

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PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE.

0 [REDACTED] 21 4808331100000144001

Capital One what's in your wallet?

New Balance	Minimum Payment	Due Date
\$4,808.33	\$144.00	May. 16, 2008

PLEASE PAY AT LEAST THIS AMOUNT

Amount Enclosed

Capital One Bk(USA),NA
P.O. Box 650007
Dallas, TX 75265-0007

752650007071

Account Number: [REDACTED]

Please print address or phone number changes below using blue or black ink.

Address _____
Home Phone _____ Alternate Phone _____
E-mail address _____@_____

#9011317523184816# MAIL ID NUMBER
LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH, FL 33426-8432

334268432258

Please write your account number on your check or money order made payable to Capital One Bk(USA),NA and mail with this coupon in the enclosed envelope.

000140

6.28% APR*

(We printed this big because we know it matters to you.)

APR is obviously a very important factor when looking for a **Fixed-Rate Mortgage**, and most of your options will have a similar rate. But here are some of the ways that Capital One® Home Loans takes out the hassle:

- Customized loan amounts from \$20,000 to \$500,000
- Guaranteed **FIXED** payments
- No-hassle loan process

No Hassles From Call To Close. Your Personal Home Loan Consultant Will Handle Everything.

Call toll free: **1-800-760-2493** Or visit **www.capitalonehomeloans.com**

Mon.-Fri. 8am-8pm; Sat. 10am-1pm EST

Reservation Number: 5058 041 156 0616



* Advertised annual percentage rate is effective as of 03/24/2008 and subject to change at any time. APR is based on good credit history, \$203,280 loan amount, 80% combined loan-to-value ratio and a 30-year fixed-rate first-lien mortgage. Monthly payment for this example is \$1,256. Additional terms and restrictions apply. Capital One is an Equal Housing Lender. See reverse for additional important information.

Home Equity Loans | Mortgages | Refinancing | Debt Consolidation



Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$4,808.33	-\$1,170.55	+\$61.06	+\$907.95	\$4,606.79	\$138.00	Jun. 16, 2008

Apr. 22, 2008 — May. 21, 2008 Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

Visa Platinum Account

Your Account Information

TOTAL REVOLVING CREDIT LINE	\$5,000.00
TOTAL AVAILABLE REVOLVING CREDIT	\$393.21
CREDIT LINE FOR CASH	\$5,000.00
AVAILABLE CREDIT FOR CASH	\$393.21

Payments, Credits & Adjustments

1	01 MAY	PURCHASE ADJUSTMENT	\$28.90
2	08 MAY	PURCHASE ADJUSTMENT	\$41.65
3	15 MAY	PAYMENT	\$1,100.00

Transactions

4	20 APR	SPIEGEL CATALOG HOLDINGS 800-462-4789 VA	\$92.49
5	21 APR	PRIVILEGE PASS 877-564-8534 MD	\$1.95
6	21 APR	VSI/VENUS 800-366-7946 FL	\$36.16
7	21 APR	PUBLIX #388 SA1 DELRAY BEACH FL	\$15.79
8	21 APR	EXXONMOBIL 12926713 DELRAY BEACH FL	\$47.04
9	23 APR	WAL-MART #2789 BOYNTON BEACH FL	\$235.22
10	25 APR	RESERVATION REWARDS 800-7327031 CT	\$10.00
11	25 APR	PUBLIX #196 SA1 BOYNTON BEACH FL	\$73.68
12	26 APR	SUNOCO SVC STATION BOCA RATON FL	\$25.14
13	27 APR	AMOCO OIL 09538109 BOYNTON BEACH FL	\$68.10
14	01 MAY	LA FITNESS 800-523-4863 CA	\$30.74
15	01 MAY	LA FITNESS 800-523-4863 CA	\$37.08
16	01 MAY	SPIEGEL CATALOG HOLDINGS 800-462-4789 VA	\$28.90
17	02 MAY	EXXONMOBIL 14218178 CORAL SPRINGS FL	\$50.18
18	08 MAY	SPIEGEL CATALOG HOLDINGS 800-462-4789 VA	\$41.65
19	17 MAY	PUBLIX #181 DELRAY BEACH FL	\$74.82
20	21 MAY	OVERLIMIT FEE MAY 09, 2008	\$39.00

Finance Charges (Please see reverse for important information)

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$5,249.94	0.03877% P	14.15%	\$61.06
Cash	\$0.00	0.04723% P	17.24%	\$0.00

ANNUAL PERCENTAGE RATE applied this period: 14.15%

At Your Service 1-800-903-3837
To call Customer Relations or to report a lost or stolen card

Send payments to:
Capital One Bk(USA),NA # P.O. Box 650007 # Dallas, TX 75265-0007

Send Inquiries to:
Capital One # P.O. Box 30285 # Salt Lake City, UT 84130-0285

Have a question about a charge on your statement?
Please refer to the Billing Rights Summary on the back of your statement or visit www.capitalone.com/disputes

Whether you're in the market for a home equity loan or you're interested in refinancing, Capital One will find a home loan solution to fit your needs. We offer great rates, no hidden fees, and you will receive the one-on-one attention of the same personal loan consultant from call to close. Visit www.capitalonehomeloans.com for more information.

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0 [REDACTED] 21 4606791100000138008

Capital One | what's in your wallet?™

New Balance	Minimum Payment	Due Date
\$4,606.79	\$138.00	Jun. 16, 2008

PLEASE PAY AT LEAST THIS AMOUNT

Amount Enclosed [REDACTED]

Account Number: [REDACTED]

Please print address or phone number changes below using blue or black ink.

Address _____
 Home Phone _____ Alternate Phone _____
 E-mail address _____ @ _____

#9014317523184813# MAIL ID NUMBER

LLOYD G WICKBOLDT
325 LANCASTER RD
BOYNTON BEACH, FL 33426-8432

334268432258

Capital One Bk(USA),NA # *4168*
P.O. Box 650007
Dallas, TX 75265-0007
752650007071

Please write your account number on your check or money order made payable to Capital One Bk(USA),NA and mail with this coupon in the enclosed envelope.

000141

6.15% APR*

(We printed this big because we know it matters to you.)

APR is obviously a very important factor when looking for a **Fixed-Rate Mortgage**. And here are some of the ways that Capital One® Home Loans takes out the hassle:

- Customized loan amounts from \$20,000 to \$500,000
- Guaranteed **FIXED** payments
- Personalized Loan Consultant from start to finish

No Hassles From Call To Close. Your Personal Home Loan Consultant Will Handle Everything:

Call toll free: **1-800-760-2607** Or visit **www.capitalonehomeloans.com**

Mon.-Fri. 8am-8pm; Sat. 10am-1pm EST

Reservation Number: 5068 041 161 2996



* Advertised annual percentage rate is effective as of 04/28/2008 and subject to change at any time. APR is based on good credit history, \$203,280 loan amount, 80% combined loan-to-value ratio and a 30-year fixed-rate first-lien mortgage. Monthly payment for this example is \$1,238. Additional terms and restrictions apply. Capital One is an Equal Housing Lender. See reverse for additional important information.

Home Equity Loans | Mortgages | Refinancing | Debt Consolidation



Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$4,606.79	-\$1,100.00	+\$62.13	+\$1,078.01	\$4,646.93	\$139.00	Jul. 16, 2008

May. 22, 2008 — Jun. 21, 2008 Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

Visa Platinum Account
4862-3671-6289-1735

Your Account Information

TOTAL REVOLVING CREDIT LINE	\$5,000.00
TOTAL AVAILABLE	
REVOLVING CREDIT	\$353.07
CREDIT LINE FOR CASH	\$5,000.00
AVAILABLE CREDIT FOR CASH	\$353.07

Payments, Credits & Adjustments

1	09 JUN	PAYMENT	\$1,100.00
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Transactions

2	21 MAY	PRIVILEGE PASS 877-564-8534 MD	\$14.95
3	21 MAY	WM SUPERCENTER BOYNTON BEACH FL	\$484.70
4	22 MAY	EXPEDIA*TRAVEL 800-387-3476 NV	\$461.53
5	25 MAY	RESERVATION REWARDS 800-7327031 CT	\$10.00
6	12 JUN	LA FITNESS 800-523-4863 CA	\$37.09
7	12 JUN	LA FITNESS 800-523-4863 CA	\$30.74
8	21 JUN	OVERLIMIT FEE MAY 26, 2008	\$39.00

Finance Charges (Please see reverse for important information)

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$5,169.12	0.03877% P	14.15%	\$62.13
Cash	\$0.00	0.04723% P	17.24%	\$0.00

ANNUAL PERCENTAGE RATE applied this period: 14.15%

Whether you're in the market for a home equity loan or you're interested in refinancing, Capital One will find a home loan solution to fit your needs. We offer great rates, no hidden fees, and you will receive the one-on-one attention of the same personal loan consultant from call to close. Visit www.capitalonehomeloans.com for more information.

At Your Service 1-800-903-3337
To call Customer Relations or to report a lost or stolen card

Send payments to:
Capital One Bk(USA),NA # P.O. Box 70884 # Charlotte, NC 28272-0884

Send Inquiries to:
Capital One # P.O. Box 30285 # Salt Lake City, UT 84130-0285

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PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE.

0 [redacted] 21 4646931100000139001

Capital One what's in your wallet?™

New Balance	Minimum Payment	Due Date
\$4,646.93	\$139.00	Jul. 16, 2008

PLEASE PAY AT LEAST THIS AMOUNT

Amount Enclosed

Account Number: [redacted]

Please print address or phone number changes below using blue or black ink.

Address _____

Home Phone _____ Alternate Phone _____

E-mail address _____ @ _____

#9017417523184818# MAIL ID NUMBER

LLOYD G WICKBOLDT
325 LANCASTER RD
BOYNTON BEACH, FL 33426-8432

334268432258

Capital One Bk(USA),NA
P.O. Box 70884 *1198*
Charlotte, NC 28272-0884

282720884347

Please write your account number on your check or money order made payable to Capital One Bk(USA),NA and mail with this coupon in the enclosed envelope.

000142

6.02% APR*

500205

(We printed this big because we know it matters to you.)

APR is obviously a very important factor when looking for a **Fixed-Rate Mortgage**. And here are some of the ways that Capital One® Home Loans takes out the hassle:

- Customized loan amounts from \$20,000 to \$500,000
- Guaranteed **FIXED** payments
- Personalized Loan Consultant from start to finish

No Hassles From Call To Close. Your Personal Home Loan Consultant Will Handle Everything.

Call toll free: **1-800-760-2493** Or visit www.capitalonehomeloans.com

Mon.-Fri. 8am-8pm; Sat. 10am-1pm EST

Reservation Number: 5078 041 185 9829



* Advertised annual percentage rate is effective as of 05/19/2008 and subject to change at any time. APR is based on good credit history, \$300,496 loan amount, 80% combined loan-to-value ratio and a 30-yr fixed-rate first-lien mortgage. Monthly payment for this example is \$1,805. Additional terms and restrictions apply. Capital One is an Equal Housing Lender. See reverse for additional important information.

Home Loans | Mortgages | Refinancing | Debt Consolidation



Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$4,646.93	-\$1,000.00	+\$52.33	+\$937.21	\$4,636.47	\$139.00	Aug. 15, 2008

Jun. 22, 2008 — Jul. 21, 2008 Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

Visa Platinum Account

Your Account Information

TOTAL REVOLVING CREDIT LINE	\$5,000.00
TOTAL AVAILABLE	
REVOLVING CREDIT	\$363.53
CREDIT LINE FOR CASH	\$5,000.00
AVAILABLE CREDIT FOR CASH	\$363.53

Finance Charges (Please see reverse for important information)

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$4,580.72	0.03818% P	13.90%	\$52.33
Cash	\$0.00	0.04615% P	18.99%	\$0.00
ANNUAL PERCENTAGE RATE applied this period:				13.90%

Payments, Credits & Adjustments

1	07 JUL	PAYMENT	\$1,000.00
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Transactions

2	25 JUN	RESERVATION REWARDS 800-7327031 CT	\$10.00
3	26 JUN	WAL-MART #2789 BOYNTON BEACH FL	\$289.08
4	01 JUL	LA FITNESS 800-523-4883 CA	\$30.74
5	01 JUL	LA FITNESS 800-523-4883 CA	\$37.09
6	10 JUL	PRIVILEGE PASS 877-564-8534 MD	\$14.95
7	13 JUL	OUTBACK #1082 DELRAY BCH. FL	\$88.00
8	14 JUL	USPS 1189180280 BOYNTON BE FL	\$18.50
9	15 JUL	PEI WEI #0080 Q02 BOYNTON BEACH FL	\$36.64
10	15 JUL	BP OIL 09538109 BOYNTON BEACH FL	\$40.00
11	15 JUL	BP OIL 09538109 BOYNTON BEACH FL	\$40.00
12	16 JUL	PUBLIX #198 BOYNTON BEACH FL	\$67.74
13	17 JUL	PUBLIX #673 MIRAMAR FL	\$7.52
14	17 JUL	SUNOCO SVC STATION DAVIE FL	\$50.02
15	19 JUL	OCEANS 234 DEERFIELD BEA FL	\$85.00
16	20 JUL	THE BOYS FARMERS MARKET DELRAYBEACH FL	\$33.47
17	20 JUL	PUBLIX #198 BOYNTON BEACH FL	\$53.46
18	21 JUL	OVERLIMIT FEE JUL 02, 2008	\$39.00

At Your Service 1-800-903-1637

To call Customer Relations or to report a lost or stolen card

Send payments to:

Capital One Bk(USA),NA 6 P.O. Box 70884 6 Charlotte, NC 28272-0884

Send inquiries to:

Capital One® P.O. Box 30285 6 Salt Lake City, UT 84130-0285



Have a question about a charge on your statement?

Please refer to the Billing Rights Summary on the back of your statement or visit www.capitalone.com/disputes

Whether you're in the market for a home equity loan or you're interested in refinancing, Capital One will find a home loan solution to fit your needs. We offer great rates, no hidden fees, and you will receive the one-on-one attention of the same personal loan consultant from call to close. Visit www.capitalonehomeloans.com for more information.

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE.

0 [REDACTED] 21 463647100000139001

Capital One | what's in your wallet?™

New Balance	Minimum Payment	Due Date
\$4,636.47	\$139.00	Aug. 15, 2008

PLEASE PAY AT LEAST THIS AMOUNT

Amount Enclosed

Account Number: [REDACTED]

Please print address or phone number changes below using blue or black ink.

Address

Home Phone

Alternate Phone

E-mail address

@

#9020417523184813# MAIL ID NUMBER

LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH, FL 33426-6432

34268432258

Capital One Bk(USA),NA
P.O. Box 70884
Charlotte, NC 28272-0884

28272088484

Please write your account number on your check or money order made payable to Capital One Bk(USA),NA and mail with this coupon in the enclosed envelope.

000143

6.65% APR*

500205

(We printed this big because we know it matters to you.)

APR is obviously a very important factor when looking for a **Fixed-Rate Mortgage**. And here are some of the ways that Capital One® Home Loans takes out the hassle:

- Customized loan amounts up to \$1,000,000
- Guaranteed **FIXED** payments
- Personalized Loan Consultant from start to finish

No Hassles From Call To Close. Your Personal Home Loan Consultant Will Handle Everything.

Call toll free: **1-800-760-2607** or visit **www.capitalonehomeloans.com**

Mon.-Fri. 8am-8pm; Sat. 10am-1pm EST

Reservation Number: 5088 041 180 1348



* Advertised annual percentage rate is effective as of 06/23/2008 and subject to change at any time. APR is based on good credit history, \$300,496 loan amount, 80% combined loan-to-value ratio and a 30-year fixed-rate first-lien mortgage. Monthly payment for this example is \$1,929. Additional terms and restrictions apply. Capital One is an Equal Housing Lender. See reverse for additional important information.

Home Loans | Mortgages | Refinancing | Debt Consolidation



Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$4,636.47	-\$1,100.00	+\$58.51	+\$1,967.97	\$5,562.95	\$562.95	Sep. 15, 2008

Jul. 22, 2008 — Aug. 21, 2008 Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

Visa Platinum Account

Your Account Information

TOTAL CREDIT LINE	\$5,000.00
TOTAL AVAILABLE CREDIT	\$0.00
CREDIT LINE FOR CASH	\$5,000.00
AVAILABLE CREDIT FOR CASH	\$0.00

Finance Charges (Please see reverse for important information)

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$4,956.37	0.03903% P	13.90%	\$58.51
Cash	\$0.00	0.04855% P	16.99%	\$0.00

ANNUAL PERCENTAGE RATE applied this period: 13.90%

At Your Service - Go to www.capitalone.com to manage your account, or Call: 1-800-903-3637 to report a lost or stolen card or speak to Customer Relations

Pay Online at www.capitalone.com or mail your payment to: Capital One Bank (USA), N.A. P.O. Box 70884 Charlotte, NC 28272-0884

Send Inquiries to: Capital One® P.O. Box 30285 Salt Lake City, UT 84130-0285

Have a question about a charge on your statement? Please refer to the Billing Rights Summary on the back of your statement or visit www.capitalone.com/disputes

Payments, Credits & Adjustments

1	11 AUG	PAYMENT	\$1,100.00
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Transactions

2	21 JUL	PUBLIX #196 BOYNTON BEACH FL	\$21.02
3	23 JUL	BP OIL 09538109 BOYNTON BEACH FL	\$40.40
4	24 JUL	PUBLIX #1159 BOCA RATON FL	\$38.00
5	24 JUL	TEXACO 00302978 DAVIE FL	\$50.02
6	25 JUL	RESERVATION REWARDS 800-7327031 CT	\$10.00
7	26 JUL	MARATHON OIL 069625 XXX DAVIE FL	\$40.16
8	27 JUL	28591 SUBWAY MIRAMAR FL	\$12.71
9	27 JUL	OUTBACK #1082 DELRAY BCH. FL	\$49.86
10	27 JUL	U-HAUL CTR POMPANO POMPANO BEACH FL	\$4.08
11	28 JUL	PUBLIX #196 BOYNTON BEACH FL	\$50.31
12	28 JUL	U-HAUL CTR POMPANO POMPANO BEACH FL	\$20.09
13	28 JUL	U-HAUL CTR POMPANO POMPANO BEACH FL	\$7.37
14	30 JUL	USPS 1109649550 BOYNTON BEACH FL	\$15.12
15	01 AUG	LA FITNESS 800-523-4863 CA	\$30.74
16	01 AUG	LA FITNESS 800-523-4863 CA	\$37.09
17	02 AUG	U-HAUL-TOMS-AUTOMOTI #416 BOCA RATON FL	\$20.18
18	12 AUG	THE OLIVE GARD00014332 BOYNTON BCH FL	\$43.45
19	12 AUG	OAKSTONE MEDICAL PUB. #1 800-6334743 AL	\$311.00
20	15 AUG	MARSHALLS #0196 DELRAY BEACH FL	\$26.61
21	15 AUG	MARATHON OIL 069625 XXX DAVIE FL	\$40.00
22	16 AUG	PUBLIX #1159 BOCA RATON FL	\$159.98
23	16 AUG	SHELL OIL 27541328107 DELRAY BEACH FL	\$40.28
24	17 AUG	DBT PBCCAWEB 800-225-3253 FL	\$707.50
25	17 AUG	WAL-MART #2789 BOYNTON BEACH FL	\$153.02
26	21 AUG	OVERLIMIT FEE AUG 21, 2008	\$39.00

Your account has gone over its credit limit. To avoid additional overlimit fees, please pay enough to bring your balance below your credit limit immediately, and make sure you remain below your credit limit. Please be sure to account for any future purchases, fees, and finance charges.

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE.

0 [REDACTED] 21 5562951100000562958

Capital One what's in your wallet?™

New Balance	Minimum Payment	Due Date
\$5,562.95	\$562.95	Sep. 15, 2008

PLEASE PAY AT LEAST THIS AMOUNT

Amount Enclosed

Account Number: [REDACTED]

Please print address or phone number changes below using blue or black ink.

Address _____

Home Phone _____ Alternate Phone _____

E-mail address _____ @ _____

#9023517523184817# MAIL ID NUMBER
LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH, FL 33426-8432

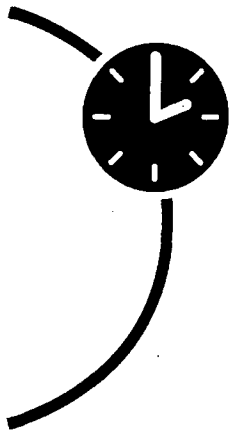
FFA0DAF0ATFFDDDTFAFAFDATDTDDFFAFTT0AAAFADAADFTTADADAFT00FT

Capital One Bank (USA), N.A.
P.O. Box 70884
Charlotte, NC 28272-0884

DAFDFAAAAATADITFFDADFAFFAFAADFIADDDA00AAADFTTFFD0FAFTDDAFDTAF

Please write your account number on your payment made payable to Capital One Bank (USA), N.A. and mail with this coupon in the enclosed envelope.

000144



Spread too thin?

Paying bills takes a lot of time: writing checks, addressing envelopes, mailing letters. Get some time back each month with Capital One® balance transfers. Consolidate your bills and higher-interest payments, maybe even save some money, and then spend your time relaxing, shopping or watching the game—instead of writing a lot of checks.

Ready to transfer? See reverse to learn how.
Call 1-800-955-7070.

Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$3,893.53	-\$200.00	+\$57.61	+\$67.83	=\$3,818.97	\$95.00	Jun. 15, 2009

Apr. 22, 2009 — May. 21, 2009 Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

Visa Platinum Account

Your Account Information

TOTAL CREDIT LINE	\$5,000.00
TOTAL AVAILABLE CREDIT	\$1,181.03
CREDIT LINE FOR CASH	\$5,000.00
AVAILABLE CREDIT FOR CASH	\$1,181.03

Payments, Credits & Adjustments

1	14 MAY	PAYMENT	\$200.00
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Transactions

2	01 MAY	LA FITNESS 800-523-4863 CA	\$30.74
3	01 MAY	LA FITNESS 800-523-4863 CA	\$37.09

Finance Charges (Please see reverse for important information)

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$3,915.63	0.04914% D	17.90%	\$57.61
Cash	\$0.00	0.06812% D	24.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period: 17.90%

- At Your Service** - Go to www.capitalone.com to manage your account, or Call: 1-800-903-3637 to report a lost or stolen card or speak to Customer Relations
- Pay Online** at www.capitalone.com or mail your payment to: Capital One Bank (USA), N.A. # F.O. Box 71083 # Charlotte, NC 28272-1083
- Send Inquiries to:** Capital One # P.O. Box 30285 # Salt Lake City, UT 84130-0285
- Have a question about a charge on your statement?** Please refer to the Billing Rights Summary on the back of your statement or visit www.capitalone.com/disputes

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE.

1 [REDACTED] 21 381897020000095004



Due Date	New Balance	Minimum Payment	Amount Enclosed
Jun. 15, 2009	\$3,818.97	\$95.00	.

PLEASE PAY AT LEAST THIS AMOUNT

#9014217523184815#
 LLOYD G WICKBOLDT
 125 LANCASTER RD
 BOYNTON BEACH, FL 33426-8432

FFADFTDFDADATATATATFTDFTAATAAAAFITAATDADFDFDFTDODDDATATTTFTFD

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Manage your account online today—
 it's fast, easy and secure.

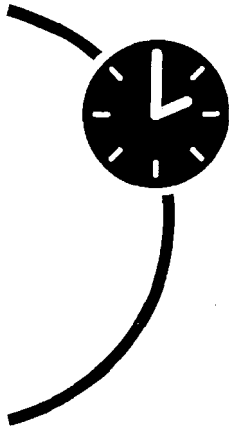
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- Moving? Change your address online or on the back.
- Help save the planet—Go paperless.
- Sign up at www.capitalone.com.

Capital One Bank (USA), N.A.
 P.O. Box 71083
 Charlotte, NC 28272-1083

DDFFFFATDAAATDDADFTADTDFFAAATFFDADATFTTATFFFTAFFTFFFFDFTDFFD

Please make checks payable to Capital One Bank (USA), N.A. and mail with this coupon in the enclosed envelope.

000146



Spread too thin?

Paying bills takes a lot of time: writing checks, addressing envelopes, mailing letters. Get some time back each month with Capital One® balance transfers. Consolidate your bills and higher-interest payments, maybe even save some money, and then spend your time relaxing, shopping or watching the game—instead of writing a lot of checks.

Ready to transfer? See reverse to learn how.
Call 1-800-955-7070.

Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$3,818.97	-\$250.00	+\$58.66	+\$67.83	=\$3,695.46	\$95.00	Jul. 17, 2009

May. 22, 2009 — Jun. 22, 2009 Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

Visa Platinum Account
Your Account Information

TOTAL CREDIT LINE	\$5,000.00
TOTAL AVAILABLE CREDIT	\$1,304.54
CREDIT LINE FOR CASH	\$5,000.00
AVAILABLE CREDIT FOR CASH	\$1,304.54

Payments, Credits & Adjustments

1	03 JUN	PAYMENT	\$250.00
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Transactions

2	01 JUN	LA FITNESS 800-600-2540 CA	\$30.74
3	01 JUN	LA FITNESS 800-600-2540 CA	\$37.09

Finance Charges (Please see reverse for important information)

	Balance rate applied to	Period	Corresponding APR	FINANCE CHARGE
Purchases	\$3,738.04	0.04901% D	17.90%	\$58.66
Cash	\$0.00	0.06821% D	24.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period: 17.90%

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- Pay Online** at www.capitalone.com or mail your payment to: Capital One Bank (USA), N.A. # P.O. Box 71083 # Charlotte, NC 28272-1083
- Send Inquiries to:** Capital One # P.O. Box 30285 # Salt Lake City, UT 84130-0285
- Have a question about a charge on your statement?** Please refer to the Billing Rights Summary on the back of your statement or visit www.capitalone.com/disputes

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE.

1 [REDACTED] 21 3695460250000095003



	Account Number: [REDACTED]		
Due Date	New Balance	Minimum Payment	Amount Enclosed
Jul. 17, 2009	\$3,695.46	\$95.00	.

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- Pay online anytime—no more checks, stamps or clutter.
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- Help save the planet—Go paperless.
- Sign up at www.capitalone.com.

#9017417523184818#
 LLOYD G WICKBOLDT
 125 LANCASTER RD
 BOYNTON BEACH, FL 33426-8432

Capital One Bank (USA), N.A.
 P.O. Box 71083
 Charlotte, NC 28272-1083

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DDFFFFDADAAITDDADFDADTFDFFAAATTFDDADTTFTFFTAFTFFDFDFFDFTDFF

Please make checks payable to Capital One Bank (USA), N.A. and mail with this coupon in the enclosed envelope.

000147



Spread too thin?

Paying bills takes a lot of time: writing checks, addressing envelopes, mailing letters. Get some time back each month with Capital One® balance transfers. Consolidate your bills and higher-interest payments, maybe even save some money, and then spend your time relaxing, shopping or watching the game—instead of writing a lot of checks.

Ready to transfer? See reverse to learn how.
Call 1-800-955-7070.

Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$3,695.46	-\$200.00	+\$52.24	+\$67.83	\$3,615.53	\$88.00	Aug. 15, 2009

Jun. 23, 2009 — Jul. 21, 2009 Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

Visa Platinum Account

Your Account Information

TOTAL CREDIT LINE	\$5,000.00
TOTAL AVAILABLE CREDIT	\$1,384.47
CREDIT LINE FOR CASH	\$5,000.00
AVAILABLE CREDIT FOR CASH	\$1,384.47

Payments, Credits & Adjustments

1	08 JUL	PAYMENT	\$200.00-
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Transactions

2	01 JUL	LA FITNESS 800-600-2540 CA	\$37.09
3	01 JUL	LA FITNESS 800-600-2540 CA	\$30.74

Finance Charges (Please see reverse for important information)

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$3,673.45	0.04904% D	17.90%	\$52.24
Cash	\$0.00	0.06822% D	24.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period: 17.90%

At Your Service - Go to www.capitalone.com to manage your account, or Call: 1-800-903-3637 to report a lost or stolen card or speak to Customer Relations

Pay Online at www.capitalone.com or mail your payment to:
Capital One Bank (USA), N.A. P.O. Box 71083 # Charlotte, NC 28272-1083

Send Inquiries to:
Capital One P.O. Box 30285 # Salt Lake City UT 8, 41 00285

Have a question about a charge on your statement?
Please refer to the Billing Rights Summary on the back of your statement or visit www.capitalone.com/disputes

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE.

1 [REDACTED] 21 361553020000088000



Account Number: [REDACTED]

Due Date	New Balance	Minimum Payment	Amount Enclosed
Aug. 15, 2009	\$3,615.53	\$88.00	.

PLEASE PAY AT LEAST THIS AMOUNT

#9020317523184815#
LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH, FL 33426-8432

FFDDDDTDAFAAFADDFATDAFAADTAAATAAFF:ATDAAFOTTFDADDAFTATTTTTFTDATA

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- Moving? Change your address online or on the back.
- Help save the planet—Go paperless.
- Sign up at www.capitalone.com.

Capital One Bank (USA), N.A.
P.O. Box 71083
Charlotte, NC 28272-1083

DDFFFTATDAATTDGADFADTFDFFAAATTFDDADTTFATFFFTFFTFDFDFDFDFDF

Please make checks payable to Capital One Bank (USA), N.A. and mail with this coupon in the enclosed envelope.

000148



Spread too thin?

Paying bills takes a lot of time: writing checks, addressing envelopes, mailing letters. Get some time back each month with Capital One® balance transfers. Consolidate your bills and higher-interest payments, maybe even save some money, and then spend your time relaxing, shopping or watching the game—instead of writing a lot of checks.

Ready to transfer? See reverse to learn how.
Call 1-800-955-7070.

Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$3,615.53	-\$100.00	+\$55.58	+\$67.83	\$3,638.94	\$91.00	Sep. 15, 2009

Jul. 22, 2009 — Aug. 21, 2009 Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

Visa Platinum Account

Your Account Information

TOTAL CREDIT LINE	\$5,000.00
TOTAL AVAILABLE CREDIT	\$1,361.06
CREDIT LINE FOR CASH	\$5,000.00
AVAILABLE CREDIT FOR CASH	\$1,361.06

Payments, Credits & Adjustments

1	12 AUG	PAYMENT	\$100.00
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Transactions

2	01 AUG	LA FITNESS 800-600-2540 CA	\$30.74
3	01 AUG	LA FITNESS 800-600-2540 CA	\$37.09

Finance Charges (Please see reverse for important information)

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$3,658.10	0.04904% D	17.90%	\$55.58
Cash	\$0.00	0.06827% D	24.90%	\$0.00
ANNUAL PERCENTAGE RATE applied this period:				17.90%



At Your Service - Go to www.capitalone.com to manage your account, or Call: 1-800-903-3637 to report a lost or stolen card or speak to Customer Relations



Pay Online at www.capitalone.com or mail your payment to: Capital One Bank (USA), N.A. P.O. Box 71083 Charlotte, NC 28272-1083



Send Inquiries to:
Capital One® P.O. Box 30285 Salt Lake City UT 8, 41 00285



Have a question about a charge on your statement?
Please refer to the Billing Rights Summary on the back of your statement or visit www.capitalone.com/disputes

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE.

1 [REDACTED] 21 363894010000091000



Account Number: [REDACTED]

Due Date	New Balance	Minimum Payment	Amount Enclosed
Sep. 15, 2009	\$3,638.94	\$91.00	.

PLEASE PAY AT LEAST THIS AMOUNT

#9023417523184810#
LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH, FL 33426-8432

FD0000FFAAATDAAATATAFADTAAAAATAFADDFAFFDFDFDDDTFFATFTATTATA

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Manage your account online today—
it's fast, easy and secure.

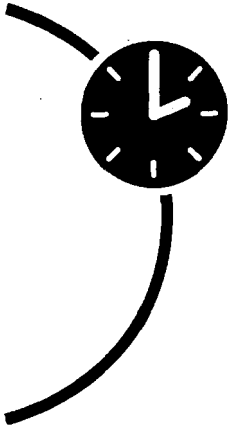
- Pay online anytime—no more checks, stamps or clutter.
- Moving? Change your address online or on the back.
- Help save the planet—Go paperless.
- Sign up at www.capitalone.com.

Capital One Bank (USA), N.A.
P.O. Box 71083
Charlotte, NC 28272-1083

DDFFFFATDAATDDADFTADTFDFFAAATTFDDADTFFATFFATFFATFFDFFDFFDFFD

Please make checks payable to Capital One Bank (USA), N.A. and mail with this coupon in the enclosed envelope.

000149



Spread too thin?

Paying bills takes a lot of time: writing checks, addressing envelopes, mailing letters. Get some time back each month with Capital One® balance transfers. Consolidate your bills and higher-interest payments, maybe even save some money, and then spend your time relaxing, shopping or watching the game—instead of writing a lot of checks.

Ready to transfer? See reverse to learn how.
Call 1-800-955-7070.

Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$3,638.94	-\$200.00	+\$55.25	+\$67.83	=\$3,562.02	\$90.00	Oct. 16, 2009

Aug. 22, 2009 — Sep. 21, 2009 Page 1 of 1

⋮
PLEASE PAY AT LEAST THIS AMOUNT

Visa Platinum Account
 [REDACTED]

Your Account Information

TOTAL CREDIT LINE	\$5,000.00
TOTAL AVAILABLE CREDIT	\$1,437.98
CREDIT LINE FOR CASH	\$5,000.00
AVAILABLE CREDIT FOR CASH	\$1,437.98

Payments, Credits & Adjustments

1	10 SEP	PAYMENT	\$200.00
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Transactions

2	01 SEP	LA FITNESS 800-800-2540 CA	\$30.74
3	01 SEP	LA FITNESS 800-800-2540 CA	\$37.09

Finance Charges (Please see reverse for important information)

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$3,634.39	0.04904% D	17.90%	\$55.25
Cash	\$0.00	0.06822% D	24.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period: 17.90%

- At Your Service** - Go to www.capitalone.com to manage your account, or Call: 1-800-903-3637 to report a lost or stolen card or speak to Customer Relations
- Pay Online** at www.capitalone.com or mail your payment to: Capital One Bank (USA), N.A. # P.O. Box 71083 # Charlotte, NC 28272-1083
- Send Inquiries to:** Capital One # P.O. Box 30285 # Salt Lake City, UT 84130-0285
- Have a question about a charge on your statement?** Please refer to the Billing Rights Summary on the back of your statement or visit www.capitalone.com/disputes

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE.

1 [REDACTED] 21 356202020000090001



	Account Number: [REDACTED]		
Due Date	New Balance	Minimum Payment	Amount Enclosed
Oct. 16, 2009	\$3,562.02	\$90.00	.

PLEASE PAY AT LEAST THIS AMOUNT

GO GREEN. SAVE GREEN!

Pay online and save money on stamps.

Sign up at www.capitalone.com

#9026517523184814#
 LLOYD G WICKBOLDT
 125 LANCASTER RD
 BOYNTON BEACH, FL 33426-8432

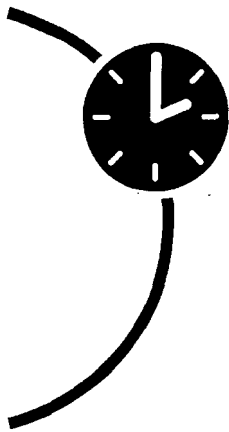
A0TDADAFDAFD1TD1TATD1TFD1TFAAFAATADVAATFAD0TDFD00TDD1TATD0TATD1T

Capital One Bank (USA), N.A.
 P.O. Box 71083
 Charlotte, NC 28272-1083

IDFFFFATDAATD0ADFTAD1TDFDFAA1TFFD0AD1TFFAT1TFFAT1TFFDFFDFTD0F

Please make checks payable to Capital One Bank (USA), N.A. and mail with this coupon in the enclosed envelope.

000150



Spread too thin?

Paying bills takes a lot of time: writing checks, addressing envelopes, mailing letters. Get some time back each month with Capital One® balance transfers. Consolidate your bills and higher-interest payments, maybe even save some money, and then spend your time relaxing, shopping or watching the game—instead of writing a lot of checks.

Ready to transfer? See reverse to learn how.
Call 1-800-955-7070.

Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$3,562.02	-\$200.00	+\$52.30	+\$67.83	\$3,482.15	\$87.00	Nov. 16, 2009

Sep. 22, 2009 — Oct. 21, 2009 Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

Visa Platinum Account

Your Account Information

TOTAL CREDIT LINE	\$5,000.00
TOTAL AVAILABLE CREDIT	\$1,517.85
CREDIT LINE FOR CASH	\$5,000.00
AVAILABLE CREDIT FOR CASH	\$1,517.85

Payments, Credits & Adjustments

1	10 OCT	PAYMENT	\$200.00
---	--------	---------	----------

Transactions

2	01 OCT	LA FITNESS 800-600-2540 CA	\$30.74
3	01 OCT	LA FITNESS 800-600-2540 CA	\$37.09

Finance Charges (Please see reverse for important information)

	Balance rate applied to	Period c rate	Corresponding APR	FINANCE CHARGE
Purchases	\$3,554.96	0.04901% D	17.90%	\$52.30
Cash	\$0.00	0.06821% D	24.90%	\$0.00

ANNUAL PERCENTAGE RATE applied this period: 17.90%

- At Your Service** - Go to www.capitalone.com to manage your account, or Call 1-800-903-3637 to report a lost or stolen card or speak to Customer Relations
- Pay Online** at www.capitalone.com or mail your payment to: Capital One Bank (USA), N.A. # P.O. Box 71083 # Charlotte, NC 28272-1083
- Send Inquiries to:** Capital One # P.O. Box 30285 # Salt Lake City, UT 84130-0285
- Have a question about a charge on your statement?** Please refer to the Billing Rights Summary on the back of your statement or visit www.capitalone.com/disputes

She knows about to bolt. Malicious

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE.

1 [REDACTED] 21 348215020000087008



Due Date	New Balance	Minimum Payment	Amount Enclosed
Nov. 16, 2009	\$3,482.15	\$87.00	.

PLEASE PAY AT LEAST THIS AMOUNT

BE SAFE!

Your trash could be an identity thief's gold. Manage your account online and end the paper trail.



Sign up at www.capitalone.com

#9029517523184811#
LLOYD G WICKBOLDT
125 LANCASTER RD
BOYNTON BEACH, FL 33426-4432

Capital One Bank (USA), N.A.
P.O. Box 71083
Charlotte, NC 28272-1083

AFTAAADAFAAFTDFATFTTTAFDADDAFFDCATAATATDTTDTAADFDTTADADAFD

DDFFFFATDAATDDADFDATDFDFFAAATFFDDADTTFTTFTFFATFTTFFDFFDFTDFF

Please make checks payable to Capital One Bank (USA), N.A. and mail with this coupon in the enclosed envelope.

000151

Stay on top of your account with Capital One Online Banking.

500312

Help to save trees by signing up for paperless statements—there is always up to 13 months of statement history available that you can access at any time.

It's easy—just log in to your account and click the Customer Service tab.

With Online Banking you can:

- ▶ Check your balance and monitor transactions online 24/7—you can even sort or group them
- ▶ Schedule a payment when it works for you—in advance or on the day it's due
- ▶ Set up customizable account alerts so you know immediately when certain transactions post and more...

Enroll today at www.capitalone.com



Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$3,482.15	-\$210.00	+\$52.87	+\$75.78	\$3,410.80	\$86.00	Dec. 16, 2009

Oct. 22, 2009 — Nov. 21, 2009 Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

Visa Platinum Account

4862 [REDACTED]

Your Account Information

TOTAL CREDIT LINE	\$5,000.00
TOTAL AVAILABLE CREDIT	\$1,589.20
CREDIT LINE FOR CASH	\$5,000.00
AVAILABLE CREDIT FOR CASH	\$1,589.20

Payments, Credits & Adjustments

1	09 NOV	PAYMENT	\$200.00
---	--------	---------	----------

Transactions

2	22 OCT	EQUIFAX EIS 866-6402273 GA	\$7.95
3	01 NOV	LA FITNESS 800-600-2540 CA	\$30.74
4	01 NOV	LA FITNESS 800-600-2540 CA	\$37.09

Finance Charges (Please see reverse for important information)

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$0.00	0.04964% D	17.90%	\$0.00
Cash	\$0.00	0.06822% D	24.90%	\$0.00
SpecialPurch	\$3,477.96	0.04964% D	17.90%	\$52.87

ANNUAL PERCENTAGE RATE applied this period: 17.90%

At Your Service - Go to www.capitalone.com to manage your account, or Call: 1-800-903-3637 to report a lost or stolen card or speak to Customer Relations

Pay Online at www.capitalone.com or mail your payment to: Capital One Bank (USA), N.A. P.O. Box 71083 Charlotte, NC 28272-1083

Send Inquiries to: Capital One P.O. Box 30285 Salt Lake City, UT 84130-0285

Have a question about a charge on your statement? Please refer to the Billing Rights Summary on the back of your statement or visit www.capitalone.com/disputes

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE.

1 [REDACTED] 21 341080020000086006



Account Number: [REDACTED]

Due Date	New Balance	Minimum Payment	Amount Enclosed
Dec. 16, 2009	\$3,410.80	\$86.00	.

PLEASE PAY AT LEAST THIS AMOUNT

GO PAPERLESS!

The trees will thank you.

Sign up at www.capitalone.com



#9032617523184814#
LLOYD G WICKBOLDT
840 VIRGINIA GARDEN DR
BOYNTON BEACH, FL 33435-4406

DTFAAFTADADAFDDFTFTFFDAFFATFTTDTTTFADFTFADFAADDAFDDFTTFA

Capital One Bank (USA), N.A.
P.O. Box 71083
Charlotte, NC 28272-1083

ODFFFDATDAATDDADFTADFTDFDFAAATFFDADDTTFTTFTFFATFTTFFDFFDFTDFF

Please make checks payable to Capital One Bank (USA), N.A. and mail with this coupon in the enclosed envelope.

000152

Has \$140,000 hidden in her accounts paying \$86.00 minimum She knows she is about to Bail!



VISA PLATINUM

NEW BALANCE	PAYMENT DUE	DUE DATE
\$4,008.59	\$4,008.59	PAST DUE

Available Credit: \$0.00

IMPORTANT ACCOUNT UPDATES

Your full balance is due. Any payment you make will reduce your balance and help pay off your debt faster. The amount you owe may differ if you've entered into a separate payment agreement.

Previous Balance	Payments and Credits	Fees and Interest Charged	Transactions	New Balance
\$3,909.75	\$0.00	\$98.84	\$0.00	\$4,008.59

TRANSACTIONS

PAYMENTS, CREDITS & ADJUSTMENTS FOR LLOYD G WICKBOLDT #2103

FEES

1 19 JUL PAST DUE FEE	\$39.00
Total Fees This Period	\$39.00
Total Fees This Year	\$273.00

INTEREST CHARGED

INTEREST CHARGE: PURCHASES	\$12.86
INTEREST CHARGE: SPECIAL PURCH	\$46.98
Total Interest This Period	\$59.84
Total Interest This Year	\$389.37

Help is Available. Just pick up the phone.



Call 1-800-258-9319 and a specially trained agent will be happy to help you check your balance and make payments.

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	20.90% D	\$748.89	\$12.86
Cash	24.90% D	\$0.00	\$0.00
SpecialPurch	17.90% D	\$3,193.57	\$46.98

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM/SOLUTIONS TO MAKE YOUR PAYMENT ONLINE.

1 [REDACTED] 21 4008590250004008595



Account Number: [REDACTED]

Due Date

New Balance

Amount Enclosed

Past Due

\$4,008.59

[REDACTED]

Manage your account online.



Visit www.capitalone.com/solutions to manage your account online. Have information at your fingertips 24/7 without picking up the phone.

400004

LLOYD G WICKBOLDT 840 VIRGINIA GARDEN DR BOYNTON BEACH, FL 33435-6406

233861 MSP



Capital One Bank (USA), N.A. P.O. Box 71083 Charlotte, NC 28272-1083



Charges continue to Rise

000153



CREDIT & COLLECTION CORP

300 International Drive
PMB #10015
Williamsville, NY 14221
1-866-915-5209

May 3, 2011



29793**AUTO**SCH 3-DIGIT 334
Lloyd G Wickboldt
840 Virginia Garden Dr
Boynton Beach FL 33435-6406

4

Client:	CAPITAL ONE SERVICES, LLC
Account Number:	[REDACTED]
Amount Due:	\$4446.15

Dear Lloyd G Wickboldt,

We have reviewed your financial situation, and you qualify for a one time offer to settle. We are willing to settle your account for **almost half** of your current amount owing. That means that you are saving 45% of the amount of your bill! So, if you pay only \$2445.38, we will close your account once and for all. This means that you save \$2000.77!

OPTION 1

Call us toll free within 5 days of receiving this letter, at 1-866-915-5209. One of our qualified agents will assist you with your payment arrangement.

OPTION 2

Complete the top right hand pre-authorized portion and mail within 5 days of receiving this notice.

OPTION 3

Mail your check or money order for \$2445.38, to the address shown within 5 days of receiving this notice.

We are very pleased we were able to assist you in this matter.

Mr. Mitchell
1-866-915-5209

SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

Detach and Return Bottom Portion with Payment

Pay by Credit Card

Fill in all of the information below.

<input type="checkbox"/> VISA	<input type="checkbox"/> MASTERCARD	<input type="checkbox"/> DISCOVER
Card #	Security Code	Expiration Date
Billing Address		
Signature	Amount Authorized	\$

Client:	CAPITAL ONE SERVICES, LLC
Account Number:	[REDACTED]
Amount Due:	\$4446.15

OR mail in a check or money order to:

Pay by Auto Pay Payment

Fill in all of the information below, and we will arrange this payment free of charge.

Name of Bank	<input type="checkbox"/> Checking	<input type="checkbox"/> Savings
Routing Number	Account Number	Payment Date
Name of Account Holder		
Signature	Amount Authorized	\$

Global Credit & Collection Corp.
300 International Drive
PMB #10015
Williamsville, NY 14221



VISA PLATINUM

NEW BALANCE	PAYMENT DUE	DUE DATE
\$4,008.59	\$4,008.59	PAST DUE

Available Credit: \$0.00

IMPORTANT ACCOUNT UPDATES

Your full balance is due. Any payment you make will reduce your balance and help pay off your debt faster. The amount you owe may differ if you've entered into a separate payment agreement.

Previous Balance	Payments and Credits	Fees and Interest Charged	Transactions	New Balance
\$3,909.75	\$0.00	\$98.84	\$0.00	\$4,008.59

TRANSACTIONS

PAYMENTS, CREDITS & ADJUSTMENTS FOR LLOYD G WICKBOLDT #2103

FEES			
1	19 JUL	PAST DUE FEE	\$39.00
Total Fees This Period			\$39.00
Total Fees This Year			\$273.00
INTEREST CHARGED			
INTEREST CHARGE: PURCHASES			\$12.86
INTEREST CHARGE: SPECIAL PURCH			\$46.98
Total Interest This Period			\$59.84
Total Interest This Year			\$389.37

Help is Available.
Just pick up the phone.



Call 1-800-258-9319 and a specially trained agent will be happy to help you check your balance and make payments.

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	20.90% D	\$748.89	\$12.86
Cash	24.90% D	\$0.00	\$0.00
Special Purch	17.90% D	\$3,193.57	\$46.98

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM/SOLUTIONS TO MAKE YOUR PAYMENT ONLINE.

1 [REDACTED] 21 4008590250004008595



Account Number: [REDACTED]

Due Date	New Balance	Amount Enclosed
Past Due	\$4,008.59	[REDACTED]

Manage your account online.



Visit www.capitalone.com/solutions to manage your account online. Have information at your fingertips 24/7 without picking up the phone.

400004

LLOYD G WICKBOLDT
840 VIRGINIA GARDEN DR
BOYNTON BEACH, FL 33435-6406

233861
MSP



Capital One Bank (USA), N.A.
P.O. Box 73083
Charlotte, NC 28272-1083



Please make checks payable to Capital One Bank (USA), N.A. and mail with this coupon in the enclosed envelope.

000155

PO Box 101928, Dept. 2417
Birmingham, AL 35210

000771



GLOBAL

CREDIT & COLLECTION CORP

300 International Drive
PMB #10015
Williamsville, NY 14221
1-866-915-5209



May 3, 2011



29793**AUTO**SCH 3-DIGIT 334
Lloyd G Wickboldt
840 Virginia Garden Dr
Boynton Beach FL 33435-6406

4

Client:	CAPITAL ONE SERVICES, LLC
Account Number:	[REDACTED]
Amount Due:	\$4446.15

Dear Lloyd G Wickboldt,

We have reviewed your financial situation, and you qualify for a one time offer to settle. We are willing to settle your account for **almost half** of your current amount owing. That means that you are saving 45% of the amount of your bill! So, if you pay only \$2445.38, we will close your account once and for all. This means that you save \$2000.77!

OPTION 1

Call us toll free within 5 days of receiving this letter, at 1-866-915-5209. One of our qualified agents will assist you with your payment arrangement.

OPTION 2

Complete the top right hand pre-authorized portion and mail within 5 days of receiving this notice.

OPTION 3

Mail your check or money order for \$2445.38, to the address shown within 5 days of receiving this notice.

We are very pleased we were able to assist you in this matter.

Mr. Mitchell
1-866-915-5209

SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

Detach and Return Bottom Portion with Payment

Pay by Credit Card

Fill in all of the information below.

<input type="checkbox"/> VISA	<input type="checkbox"/> [REDACTED]	<input type="checkbox"/> DISC. VER.
Card #	Security Code	Expiration Date
Billing Address		
Signature	Amount Authorized	\$

Client:	CAPITAL ONE SERVICES, LLC
Account Number:	25350495
Amount Due:	\$4446.15

OR mail in a check or money order to:

Pay by Auto Pay Payment

Fill in all of the information below, and we will arrange this payment free of charge.

Name of Bank	<input type="checkbox"/> Checking	<input type="checkbox"/> Savings
Routing Number	Account Number	Payment Date
Name of Account Holder		
Signature	Amount Authorized	\$



Global Credit & Collection Corp.
300 International Drive
PMB #10015
Williamsville, NY 14221



May 3, 2011



29793**AUTO**SCH 3-DIGIT 334
Lloyd G Wickboldt
840 Virginia Garden Dr
Boynton Beach FL 33435-6406

*Capital One
collections
my credit
damaged.*

CREDIT & COLLECTION CORP

300 International Drive
PMB #10015
Williamsville, NY 14221
1-866-915-5209



Client:	CAPITAL ONE SERVICES, LLC
Account Number:	[REDACTED]
Amount Due:	\$4446.15

*Had \$140,000 in 2 accounts.
Why was this not paid? Malice*

Dear Lloyd G Wickboldt,

We have reviewed your financial situation, and you qualify for a one time offer to settle. We are willing to settle your account for **almost half** of your current amount owing. That means that you are saving 45% of the amount of your bill! So, if you pay only \$2445.38, we will close your account once and for all. This means that you save \$2000.77!

OPTION 1

Call us toll free within 5 days of receiving this letter, at 1-866-915-5209. One of our qualified agents will assist you with your payment arrangement.

OPTION 2

Complete the top right hand pre-authorized portion and mail within 5 days of receiving this notice.

OPTION 3

Mail your check or money order for \$2445.38, to the address shown within 5 days of receiving this notice.

We are very pleased we were able to assist you in this matter.

Mr. Mitchell
1-866-915-5209

*She
plans to
bolt &
stick me
with
debt*

SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

Detach and Return Bottom Portion with Payment

Pay by Credit Card

Fill in all of the information below.

<input type="checkbox"/> VISA	<input type="checkbox"/> M/C	<input type="checkbox"/> DISCOVER
Card #	Security Code	Expiration Date
Billing Address		
Signature	Amount Authorized	\$

Client:	CAPITAL ONE SERVICES, LLC
Account Number:	[REDACTED]
Amount Due:	\$4446.15

OR mail in a check or money order to:



Global Credit & Collection Corp.
300 International Drive
PMB #10015
Williamsville, NY 14221

Pay by Auto Pay Payment

Fill in all of the information below, and we will arrange this payment free of charge.

Name of Bank	<input type="checkbox"/> Checking	<input type="checkbox"/> Savings
Routing Number	Account Number	Payment Date
Name of Account Holder		
Signature	Amount Authorized	\$

Grow your savings faster with Direct Banking

Why open a Direct Banking account?

Because it's online, we offer higher rates than many traditional branch banks do on many accounts.

- Get the growth and convenience of saving money online
- FDIC deposit insurance increased to \$250,000 (through 12/31/2013)
- Convenient 24/7 account access (Routine or unscheduled maintenance may impact accessibility.)

**MEMBER
FDIC**

www.capitalonedirect.com



500313

Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$3,410.80	-\$250.00	+\$49.76	+\$67.83	\$3,278.39	\$82.00	Jan. 15, 2010

Nov. 22, 2009 — Dec. 21, 2009 Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

Visa Platinum Account
4862- [REDACTED]

Your Account Information

TOTAL CREDIT LINE	\$5,000.00
TOTAL AVAILABLE CREDIT	\$1,721.61
CREDIT LINE FOR CASH	\$5,000.00
AVAILABLE CREDIT FOR CASH	\$1,721.61

Payments, Credits & Adjustments

1	10 DEC	PAYMENT	\$250.00-
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Transactions

2	01 DEC	LA FITNESS 800-800-2540 CA	\$30.74
3	01 DEC	LA FITNESS 800-800-2540 CA	\$37.09

Finance Charges (Please see reverse for important information)

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$47.71	0.04904% D	17.90%	\$0.70
Cash	\$0.00	0.06822% D	24.90%	\$0.00
Special Purch	\$3,334.89	0.04904% D	17.90%	\$49.06

ANNUAL PERCENTAGE RATE applied this period: 17.90%

At Your Service - Go to www.capitalone.com to manage your account, or Call: 1-800-903-3637 to report a lost or stolen card or speak to Customer Relations

Pay Online at www.capitalone.com or mail your payment to: Capital One Bank (USA), N.A. # P.O. Box 71083 # Charlotte, NC 28272-1083

Send Inquiries to: Capital One # P.O. Box 30285 # Salt Lake City, UT 84130-0285

Have a question about a charge on your statement? Please refer to the Billing Rights Summary on the back of your statement or visit www.capitalone.com/disputes

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE.

1 [REDACTED] 21 3278390250000082002



Due Date	New Balance	Minimum Payment	Amount Enclosed
Jan. 15, 2010	\$3,278.39	\$82.00	.

PLEASE PAY AT LEAST THIS AMOUNT

ORGANIZATION MADE EASY.

Forget the filing. Manage your account online and simplify your life.

Sign up at www.capitalone.com

#9035617523184811#
LLOYD G WICKBOLDT
840 VIRGINIA GARDEN DR
BOYNTON BEACH, FL 33435-6406

TDFDDAADAADAFDADTTADAFADDTAFADDTDTDFDTFFTFFAAFADAFADDTADTT

Capital One Bank (USA), N.A.
P.O. Box 71083
Charlotte, NC 28272-1083

DOFFFFADTAATDDADFDADTDFDFAAATTFDADDTTFFATTFFFATFTFFDFDFFDFDFF

Please make checks payable to Capital One Bank (USA), N.A. and mail with this coupon in the enclosed envelope.

000158



500008

LLOYD G WICKBOLDT

It could happen to anyone. Make sure you pay the amount due on your statement as soon as possible.

WHOOPS!
You're behind by 1 payment.

Keeping your credit in good standing can do a lot more than you think.

GOOD CREDIT = GOOD CREDIT REFERENCES

BETTER INTEREST RATES

(good credit could mean lower interest rates)

IMPROVED CHANCES TO GET APPROVED FOR

LOANS (when you want to buy a home or new car)

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Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$3,278.39	\$0.00	\$51.36	\$106.83	\$3,436.58	\$206.00	Feb. 15, 2010

Dec. 22, 2009 — Jan. 21, 2010 Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

Visa Platinum Account

Your Account Information

TOTAL CREDIT LINE	\$5,000.00
TOTAL AVAILABLE CREDIT	\$1,563.42
CREDIT LINE FOR CASH	\$5,000.00
AVAILABLE CREDIT FOR CASH	\$1,563.42

You're behind by one payment. Remember that paying the minimum payment by the due date keeps your account current. So make sure you send in the minimum payment to keep your account current.

****Important Notice**** Your account was past due. Under the terms we previously disclosed to you, if your account is past due again in the next 12 billing cycles, your Annual Percentage Rates (APRs) may increase.

***Renewal Notice -** See both sides of the first page of this statement for important renewal information related to your account.

Payments, Credits & Adjustments

Finance Charges (Please see reverse for important information)

	Balance rate	Period:	Corresponding	FINANCE
	applied to	rate	APR	CHARGE
Purchases	\$124.15	0.0572% D	20.90%	\$2.20
Cash	\$0.00	0.0682% D	24.90%	\$0.00
SpecialPurch	\$3,233.59	0.0490% D	17.90%	\$49.16

ANNUAL PERCENTAGE RATE applied this period: 18.36%

Transactions

1	01 JAN	LA FITNESS 800-600-2540 CA	\$37.09
2	01 JAN	LA FITNESS 800-600-2540 CA	\$30.74
3	15 JAN	PAST DUE FEE	\$39.00

You were assessed a past due fee because your minimum payment was not received by the due date. To avoid this fee in the future, we recommend that you allow at least 7 business days for your minimum payment to reach Capital One.

At Your Service - Go to www.capitalone.com to manage your account, or Call: 1-800-903-3637 to report a lost or stolen card or speak to Customer Relations

Pay Online at www.capitalone.com or mail your payment to: Capital One Bank (USA), N.A. # P.O. Box 71083 # Charlotte, NC 28272-1083

Send Inquiries to: Capital One # P.O. Box 30285 # Salt Lake City, UT 84130-0285

Have a question about a charge on your statement? Please refer to the Billing Rights Summary on the back of your statement or visit www.capitalone.com/disputes

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE.

1 [REDACTED] 21 3436580250000206008



Account Number: [REDACTED]

Due Date	New Balance	Minimum Payment	Amount Enclosed
Feb. 15, 2010	\$3,436.58	\$206.00	.

PLEASE PAY AT LEAST THIS AMOUNT

PAPERLESS STATEMENTS

Stop waiting for the mailman. View up to 13 months of statements anytime-online. Sign up at www.capitalone.com



#9002217523184819#
LLOYD G WICKBOLDT
840 VIRGINIA GARDEN DR
BOYNTON BEACH, FL 33435-1406

Capital One Bank (USA), N.A.
P.O. Box 71083
Charlotte, NC 28272-1083

DAFTTDDADTDAFADFDFDADFDTDTTATDTDFD DADTAAFFDTDFDADDTDFD

DDFFFAATAATTDGADFTADTDFDFAAATFFDADDTTFTATFTTFFFTAFFTFFDFDFFDFFD

Please make checks payable to Capital One Bank (USA), N.A. and mail with this coupon in the enclosed envelope.

000159

Keep your Finances Fit

- Know your credit limit and the amount of credit available for your use.
- Maintain a good credit history...it affects more areas of your life than just your ability to get a credit card.
- Use a budget to help you see what you can afford to buy now and to help you save for the future.
- Understand that the cost of credit includes fees as well as interest.
- Request a copy of your credit report from a credit reporting bureau regularly.



www.capitalone.com

Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$4,899.88	\$700.00	\$64.02	\$772.78	\$5,036.68	\$151.00	Apr. 15, 2008

Feb. 22, 2008 — Mar. 21, 2008 Page 1 of 1

PLEASE PAY AT LEAST THIS AMOUNT

Visa Platinum Account

Your Account Information

TOTAL CREDIT LINE	\$5,000.00
TOTAL AVAILABLE CREDIT	\$0.00
CREDIT LINE FOR CASH	\$5,000.00
AVAILABLE CREDIT FOR CASH	\$0.00

Finance Charges (Please see reverse for important information)

	Balance rate	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$4,988.59	0.04425% P	16.15%	\$64.02
Cash	\$0.00	0.05271% P	19.24%	\$0.00
ANNUAL PERCENTAGE RATE applied this period:				16.15%

Payments, Credits & Adjustments

1	07 MAR	PAYMENT	\$700.00
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Transactions

2	25 FEB	RESERVATION REWARDS 800-7327031 CT	\$10.00
3	26 FEB	AMOCO OIL 09538109 BOYNTON BEACH FL	\$30.25
4	27 FEB	PUBLIX #196 SA1 BOYNTON BCH FL	\$52.79
5	29 FEB	BIOHERM MONTREAL QC	\$98.50
6	01 MAR	LA FITNESS 800-523-4863 CA	\$30.74
7	01 MAR	LA FITNESS 800-523-4863 CA	\$37.09
8	02 MAR	SPIEGEL CATALOG HOLDINGS 800-462-4789 VA	\$134.90
9	03 MAR	PUBLIX #388 SA1 DELRAY BEACH FL	\$60.67
10	03 MAR	SHELL OIL 27542981900 SUNRISE FL	\$35.15
11	11 MAR	PUBLIX #196 SA1 BOYNTON BCH FL	\$104.25
12	12 MAR	EXXONMOBIL 12875647 PEMBROKE PINE FL	\$25.26
13	17 MAR	HESS 09253 DAVIE FL	\$18.14
14	19 MAR	ASURION SPRINT DEDUCTIBLE 866-6446615 MO	\$50.00
15	19 MAR	EXXONMOBIL 12616926 BOYNTON BEACH FL	\$46.04
16	21 MAR	OVERLIMIT FEE MAR 05, 2008	\$39.00

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**IN THE 15TH JUDICIAL CIRCUIT
PALM BEACH COUNTY
EXHIBIT LIST**

DATE REC'D <u>7/24/2013</u>	CASE STYLE <u>LLOYD G WICKBOLDT v JULIE M GONZALEZ</u>
CASE # / DIV <u>2010DR003810 FY</u>	PLTF/ST/PET <u>LLOYD G WICKBOLDT</u>
JUDGE <u>FRENCH</u>	DEFT/RESP <u>JULIE M GONZALEZ</u>
DATE OF JUD <u>8/5/2013</u>	HRG TYPE <u>DISSOLUTION</u>
CHARGE <u>NA</u>	COURT CLERK <u>J HEATON</u> <input checked="" type="checkbox"/> Clerk not present at trial

Description	QTY	PLT/ST/ PET ID	PLT/ST/ PET EV	DFT/RSP ID	DFT/RSP EV	COURT ID/EV	D-DSTRYD R-RETD
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MARRIAGE RECORD	1		4				
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MASS MUTUAL COPY OF CHECK DTD 12/05/07	1					11	
BOYNTON BEACH PD INCIDENT REPORT #9063254	1					12	
TTL	14						

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Disposal Approved by (crim)	Frint	_____	sign	_____	date
Manager Approval	Frint	_____	sign	_____	date
Destruction Date		_____			
Destruction Witnessed by	Frint	_____	sign	_____	date

(circle)

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RICHARD B. SEELY, M.D.

1840 Main Street, Suite 204

Weston, Florida 33326

Office: (954) 306-0722

Fax: (954) 306-0721

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SOUTH CITY BRANCH FILED

CURRICULUM VITAE

GENERAL:

Florida Medical License: #037422
National Practitioner Identification: 1457417438
Board-certified in Psychiatry, Cert #35275
Board-certified in Forensic Psychiatry, Cert #1219
Board-certified in Child and Adolescent Psychiatry, Cert. #3342
Board-certified in Addiction Psychiatry, Cert. #715
ABAM-certified in Addiction Medicine, #007865
Diplomate; American Board of Quality Assurance and Utilization
Review Physicians

EDUCATION

Undergraduate:

Princeton University, Princeton, New Jersey; 1966-70
Degree: A.B.
Major: Slavic Languages and Russian Studies
Awards: Best Freshman English Composition; Best Upperclass
Philosophy Essay; Best Senior Thesis

Graduate:

University of Hawaii, Honolulu, Hawaii; 1973-75:
Pre-med Program and M.S. Program in Nutrition.

Medical School:

Jefferson Medical College, Philadelphia, Pennsylvania;
1975-79.
Degree: M.D.
Awards: Robert F. Cullen Memorial Award in Ophthalmology;
Best Psychiatric Scientific Paper: "Neuraxis - The
Tao of the Nervous System."
Research: "The Relationships Between Stress and Alcoholism."

Internship:

Thomas Jefferson University Hospital, Philadelphia, Pennsylvania;
1979-80 ("Categorical * Psychiatry").

Residency:

Department of Psychiatry, University of Miami/Jackson Memorial
Hospital (UM/JMH), Miami, Florida; 1980-81 and 1983-84.

Fellowship:

Department of Child and Adolescent Psychiatry, UM/JMH;
1981-83.

EXHIBIT
20
10 DL 3810
PENGAD 800-631-6989

Chief Fellow: Department of Child and Adolescent Psychiatry, UM/JMH; 1982-83.

Fellowship: Department of Pediatric Neurology, UM/JMH; July - October, 1984.

TEACHING

Clinical Instructor: Department of Psychiatry, University of Miami School of Medicine (UMSM); 1982-84

Founder/
Coordinator "Peer-Support Groups" for all UMSM medical students; 1981-84.

Lecturer: "Stress and Illness" and "Psychological Mechanisms of Defense" lectures to UMSM Freshman and Junior medical students, 1983 and 1984.

Lectures/Group
Facilitator: UMSM Freshman medical student course, "Introduction to the Patient"; 1982-84.

Assistant
Instructor: UMSM Freshman medical student course, "Principles of Neurology", 1983 and 1984.

Coordinator: National Symposium on Bipolar Disease, Key Biscayne; March 1983.

Lecturer: Nova Southeastern School of Osteopathy and School of Dentistry.

AWARDS

1983-85: Florida Nominee for Sol Ginsburg Fellowship, representing recognition for "the outstanding resident in Psychiatry in each State of the Union".

1984: Bernard Goodman UMSM Department of Psychiatry Award for "Best Graduating Resident in Psychiatry".

PROFESSIONAL EMPLOYMENT

- 1981-84: House Staff, Highland Park General Hospital, Miami, Florida.
- 1982-84: Outpatient Psychiatry, Family Life Center, 7600 Red Road, Miami, Florida.
- 1983-84: Chief of House Staff, Highland Park General Hospital.
- 1983-84: Chief of House Staff, The Dodge Hospital (“Harborview”), Miami, Florida.
- 1984-85: The Grant Center, South Miami, Florida. Contracted to head Children’s Inpatient Psychiatric Unit; contract ‘bought out’ in HCA takeover.
- 1985: Medical Director of Adolescent Unit, CPC Fort Lauderdale Hospital, Fort Lauderdale, Florida.
- 1985-87: Medical Director, Department of Psychiatry, Naples Community Hospital, Naples, Florida.
- 1985-88: Private Practice (Solo in Psychiatry), Naples, Florida.
- 1988-present: Private practice in Psychiatry and Addiction Medicine in the Fort Lauderdale Area.
- 1988-1994: Medical Director, St. Francis Residential Recovery Center, Fort Lauderdale, Florida.
- 1989-92: Staff Child Psychiatrist, Sunset Learning Center (SED School for The Seriously Emotionally Disturbed), Fort Lauderdale, Florida.
- 1988-present: Consultant to the Physicians Recovery Network of Florida’s Impaired Professionals Program.
- 1994-present: Provider for the Physicians Recovery Network.
- 1996-present: “Regional Representative” for the Physicians Recovery Network.
- 1990-present: Consultant to the Florida Lawyers Assistance Program.
- 1989-present: Consultant/Provider for Florida’s Intervention Project for Nurses.

1991-93,
1995-2002 Medical Consultant, Chemical Dependency Unit, Sunrise Regional Medical Center (formerly The Retreat Hospital), Sunrise, Florida.

1993-95: Medical Director, Child and Adolescent Psychiatric Program, The Retreat Hospital, Sunrise, Florida.

1996-2009
2010-present Applicant Evaluator for The Florida Board of Bar Examiners.
In-house Consultant for The Florida Board of Bar Examiners

1993-2000: Medical Director, High Point (Addiction Treatment) Hospital, Cooper City, Florida.

1994-96: Psychiatric and Addictions Consultant to Lifeskills of Boca Raton (Extended care facility for Dual Diagnosis patients).

1994-96: Staff Psychiatrist, Boca Raton Psychotherapy Associates.

1997-present: Consulting Psychiatrist and Addictionologist for the National Football League Program for Substances of Abuse.

1998-1999: Psychiatric and Addictions Consultant, "The Watershed" Hospital, Boca Raton, Florida.

1998- 2002: Medical Consultant, Fort Lauderdale Hospital Chemical Dependency Unit, Fort Lauderdale, Florida.

1999-present: Medical Director, "Transitions" Residential Treatment Program, North Miami Beach, Florida.

2001-2003: Psychiatric and Addictions Consultant, BARC, Fort Lauderdale, Florida.

2002-2006: Psychiatric and Addictions Consultant, "The Family," Sunrise, Florida.

2004-2006: Director of Clinical Services and Medical Director, "The Family," Sunrise, Florida

2007-present Medical Director, High Point (Addiction Treatment) Hospital, Cooper City, Florida.

2009-present Consulting Psychiatrist and Addictionologist for the National Basketball Association Program for Substances of Abuse

EXPERIENCE

- 1970-71: Editor, Encyclopedia Britannica, Tokyo, Japan.
- 1971: Advertising, Tokyo Broadcasting System, Tokyo, Japan.
- 1971-72: Zen Monastic Life, Japan and South Korea.
- 1972: Fulbright Grantee, Language Research, Seoul, South Korea.
- 1972-73: Civilian Head of U.S. Army "Drug and Alcohol Abuse Prevention And Control Program", South Korea.
- 1979-80: Director, Alcohol Recovery Unit, Albert Einstein Hospital - Southern Division, Philadelphia, Pennsylvania.
- Spring 1981: Travels in the Punjab, India.
- 1983-84: Inpatient Coordinator, Stress Management Program and Eating Disorder Program, Department of Psychiatry, UM/JMH, Miami, Florida.
- 1984: Acting Director, Inpatient Adolescent Psychiatric Treatment Program, UM/JMH., Miami, Florida.
- 1991-1992: Consultant to Schneider Institute for Eating Disorders, Fort Lauderdale, Florida.
- 1999 – 2001: Psychiatric and Addictions Consultant, House of Hope and Stepping Stones Extended Residential Treatment Programs, Fort Lauderdale, Florida.
- 1999-present: Medical Director, "Transitions" Extended Residential Treatment Program, North Miami Beach, Florida.

COMMITTEES

- 1992-1998: Utilization Management, Florida Medical Center, Fort Lauderdale, Florida.
- 1992-97: Advisory Board, Radar Institute for Eating Disorders, Hollywood, Florida.

1992-96: Chairman, Utilization Management, The Retreat, Sunrise, Florida.

1993-2000: Utilization Management, High Point Hospital, Cooper City, Florida.

1997-2002: Chairman, Credentials Committee, Sunrise Regional Medical Center, Sunrise, Florida.

1999 –2003: Advisory Board, Broward County Coalition for the Homeless.

2010-2011: Advisory Board, Florida Medical Professionals Group

2010-present Chairman, Advisory Board, Cerene Healthcare Systems

HOSPITAL AFFILIATIONS

TRANSITIONS

1928 N.E. 154th Street
 North Miami Beach, Fl 33154
 (800) 626-1980

FLORIDA MEDICAL CENTER

5000 Oakland Park Blvd
 Lauderdale Lakes, FL 33313
 954-735-6000

FOCUS HEALTH-HIGH POINT

5960 S.W. 106th Avenue
 Cooper City, Florida 33328
 954-680-2700

FORT LAUDERDALE HOSPITAL

1601 East Las Olas Boulevard
 Ft. Lauderdale, Florida 33301
 954-463-4321

**IN THE 15TH JUDICIAL CIRCUIT
PALM BEACH COUNTY
EXHIBIT LIST**

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DATE OF JUD <u>8/5/2013</u>	HRG TYPE <u>DISSOLUTION</u>
CHARGE <u>NA</u>	COURT CLERK <u>J HEATON</u> <input checked="" type="checkbox"/> Clerk not present at trial

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BOYNTON BEACH PD INCIDENT REPORT #9063254	1					12	
TTL	14						

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Destruction Date		_____			
Destruction Witnessed by	Frint	_____	sign	_____	date

(circle)

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10/01/52

**LLOYD WICKBOLDT
JULIE GONZALEZ**
6630 Patio Lane
Boca Raton, FL 33433

(361) 447 0791

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2/05/2007 Date

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Wickboldt
my signature

L. Wickboldt MD

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MD)

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ROLL REDE 20070226 1438669898+
JOB REDE P ACCT 0031010153175428
REQUESTOR FRED SCHILD

LLOYD WICKBOLDT
840 VIRGINIA GARDEN DR

BOYNTON BEACH, FL 33435-6406

HRSDSAT6 000013 116180520211 NNNNNN NNNNNN NNNNNN 000223 LWDRHDSA 004690

**IN THE 15TH JUDICIAL CIRCUIT
PALM BEACH COUNTY
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Disposal Approved by (crim)	Frint	_____	sign	_____	date
Manager Approval	Frint	_____	sign	_____	date
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Destruction Witnessed by	Frint	_____	sign	_____	date

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LETTER FROM PETITIONER'S ATTNY DTD 04/15/13	1					13	
INVOICE & SETTER FROM GLOBE LIFE & ACCIDENT INSURANCE	1					14	
HSBC INSURANCE LETTER TO PETITIONER DTD 11/06/09	1					15	
RETAIL INSTALLMENT SALE CONTRACT SIMPLE FINANCE CHG	1					18	
LETTER FROM CAPITAL ONE TO PETITIONER'S ATTY DTD 7/1/11	1					19	
RESUME - RICHARD B SEELY MD	1					20	
CANCELED CHECK TO US DEPT OF STATE DTD 01/31/07	1					22	
FAX TO DR SANTOS OFFICE DTD 04/06/09 FROM RESPONDENT	1					23	
DELRAY MEDICAL CENTER - STEPS TO APPEAL YOUR DISCHARGE	1					24	
RESPONDENT'S 2005 INDIVIDUAL INCOME TAX RETURN	1					25	
TTL	10						

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Manager Approval	Print _____	sign _____	date _____
Destruction Date	_____		
Destruction Witnessed by	Print _____	sign _____	date _____

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2 PAGES

Phone: 954 384-2522

ATT: ILEANA

DR: SANTOS OFFICE

FAX: 954 384-2523

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ILEANA, AS PER OUR PHONE CONVERSATION TODAY - HERE IS A COPY OF THE BILL FROM THE HOSPITAL (MEMORIAL WEST) - \$402.05 -

THE HOSPITAL SAYS DR. SANTOS/OFFICE NEED TO PROVIDE CORRECT BILLING CODE - TO BE RE-SUBMITTED TO THE INSURANCE FOR PAYMENT - (PAYMENT WAS DENIED FOR INCORRECT MEDICAL CODE) -

PLEASE TAKE CARE OF THIS FOR ME AS SOON AS POSSIBLE SINCE THE HOSPITAL IS THREATENING TO SEND THIS BILL FOR COLLECTION - I WILL CALL YOU LATER TO CONFIRM THIS FAX - THANKS A MILLION

JULIE GONZALEZ
305 984-6158
10/01/1962

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23
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7/06/09

2 PAGES

Phone: 954 384-2522

ATT: ILEANA

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COMMUNICATIONS SECTION
JUL 20 2009

DR: SANTOS OFFICE

FAX: 954 384 2523

ILEANA, AS PER OUR PHONE CONVERSATION TODAY - HERE IS A COPY OF THE BILL FROM THE HOSPITAL (MEMORIAL WEST) - \$402.05 -

THE HOSPITAL SAYS DR. SANTOS/OFFICE NEED TO PROVIDE CORRECT BILLING CODE - TO BE RE-SUBMITTED TO THE INSURANCE FOR PAYMENT - (PAYMENT WAS DENIED FOR INCORRECT MEDICAL CODE) -

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JULIE GONZALEZ
305 984-6158
10/01/1962

**IN THE 15TH JUDICIAL CIRCUIT
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Manager Approval	Frint _____	sign _____	date _____
Destruction Date	_____		
Destruction Witnessed by	Frint _____	sign _____	date _____



STEPS TO APPEAL YOUR DISCHARGE

- **STEP 1:** You must contact the QIO no later than your planned discharge date and before you leave the hospital. If you do this, you will not have to pay for the services you receive during the appeal (except for charges like copays and deductibles).
 - Here is the contact information for the QIO:
FMQAI
1-866-800-8754 - TTY/TDD 1-866-800-8753
 - You can file a request for an appeal any day of the week. **Once you speak to someone or leave a message, your appeal has begun.**
 - Ask the hospital if you need help contacting the QIO.
 - The name of this hospital is **Delray Medical Center** and the provider ID number **100258**.
- **STEP 2:** You will receive a detailed notice from the hospital or your Medicare Advantage or other Medicare managed care plan (if you belong to one) that explains the reasons they think you are ready to be discharged.
- **STEP 3:** The QIO will ask for your opinion. You or your representative need to be available to speak with the QIO, if requested. You or your representative may give the QIO a written statement, but you are not required to do so.
- **STEP 4:** The QIO will review your medical records and other important information about your case.
- **STEP 5:** The QIO will notify you of its decision within 1 day after it receives all necessary information.
 - If the QIO finds that you are not ready to be discharged, Medicare will continue to cover your hospital services.
 - If the QIO finds you are ready to be discharged, Medicare will continue to cover your services until noon of the day after the QIO notifies you of its decision.

2009 JUL 24 AM 11:20
FILED
SHARON R. SCAVILL, CLERK
PACIFIC PACIFIC COUNTY DISTRICT COURT
SOUTH BRIDGE STREET, ASTORIA, OR 97103

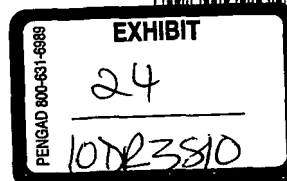
IF YOU MISS THE DEADLINE TO APPEAL, YOU HAVE OTHER APPEAL RIGHTS:

- You can still ask the QIO or your plan (if you belong to one) for a review of your case:
 - If you have Original Medicare: Call the QIO listed above.
 - If you belong to a Medicare Advantage Plan or other Medicare managed care plan: Call your plan.
- If you stay in the hospital, the hospital may charge you for any services you receive after your planned discharge date.

For more information, call 1-800-MEDICARE (1-800-633-4227), or TTY: 1-877-486-2048.

Additional Information:

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-0692. The time required to complete this information collection is estimated to average 15 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850.





Your Bill of Rights

A Patient has the Following Rights:

1. To receive treatment without discrimination as to race, color, religion, sex, nationality, disability, sexual orientation, or source of payment.
2. To treatment for any emergency medical condition that will deteriorate from failure to provide treatment.
3. To expect quick response to pain and pain relief measures. To expect a concerned staff committed to pain prevention, pain management, and pain education.
4. To receive from his/her physician information necessary to give informed consent prior to the start of any procedure or treatment. Except in emergencies, such information for informed consent should include, but not necessarily be limited to, the specific procedure or treatment, the medically significant risks involved, and the probable duration of incapacitation. The patient has the right to information concerning medical alternatives.
5. To refuse any treatment to the extent permitted by law and to be informed of the medical consequences of his/her action.
6. To have access to complete and current information concerning his/her diagnosis, treatment, and prognosis including alternatives and risks in terms the patient can reasonably be expected to understand.
7. To know the identity and professional status of the personnel providing medical services and who is responsible for his/her care.
8. To formulate Advance Directives, a Living Will, or appoint to a health care surrogate to make decisions on his/her behalf to the extent permitted by law.
9. To expect considerate, courteous, and respectful care with every consideration of his/her privacy.
10. To expect that all communications and records pertaining to his/her care will be treated as confidential.
11. To have optimum comfort and dignity in terminal stages of his/her care.
12. To express his/her spiritual beliefs and cultural values that do not harm others.
13. To know if medical treatment is for purposes of experimental research and to give consent or refusal to participate in such experimental research.
14. To expect reasonable response to the request of a patient for services. When medically permissible, a patient may be transferred to another facility only after he/she has received complete information and explanation concerning the needs for and alternatives to such a transfer. The institution to which the patient is transferred must first have accepted the patient for transfer.
15. To express complaints regarding any violations of his/her rights, through our patient satisfaction procedure. To discuss a concern, please call 637-5201.
16. To know what patient services are available in the facility which would facilitate continuity of care and promote the discharge process.
17. To be given, upon request, full information and necessary counseling on the availability of known financial resources for his/her care.
18. To examine and receive an explanation of his/her bill regardless of source of payment.
19. To know how the hospital rules and regulations apply to his/her conduct as a patient.
20. To expect delivery of safe patient care, and the disclosure of outcomes of care.

Your Responsibilities

According to the Joint Commission on Accreditation of Healthcare Organizations, hospitals have the right to expect behavior on the part of the patients and their relatives and friends, which, considering the nature of their illness, is reasonable and responsible.

Delray Medical Center believes the following basic responsibilities to be reasonably applicable to our hospital.

Provision of Information

A patient has the responsibility to provide, to the best of his/her knowledge, accurate and complete information about present complaints, past illnesses, hospitalizations, medications, and other matters relating to his/her health. He/she has the responsibility to report unexpected changes in his/her condition to the responsible practitioner. A patient is responsible for reporting whether he/she clearly comprehends a contemplated course of action and what is expected of him/her.

Compliance with Instruction

A patient is responsible for following the treatment plan recommended by the practitioner primarily responsible for his/her care. This may include following the instructions of nurses and allied health personnel as they carry out the coordinated plan of care, implementing the responsible practitioner's orders, and enforcing the applicable hospital rules and regulations. The patient is responsible for keeping appointments and, when he/she is unable to do so for any reason, for notifying the responsible practitioner or the hospital.

Refusal of Treatment

The patient is responsible for his/her actions if he/she refuses treatment or does not follow the practitioner's instructions.



**IN THE 15TH JUDICIAL CIRCUIT
PALM BEACH COUNTY
EXHIBIT LIST**

DATE REC'D	<u>7/24/2013</u>	CASE STYLE	<u>LLOYD G WICKBOLDT v JULIE M GONZALEZ</u>
CASE # / DIV	<u>2010DR003810 FY</u>	PLTF/ST/PET	<u>LLOYD G WICKBOLDT</u>
JUDGE	<u>FRENCH</u>	DEFT/RESP	<u>JULIE M GONZALEZ</u>
DATE OF JUD	<u>8/5/2013</u>	HRG TYPE	<u>DISSOLUTION</u>
CHARGE	<u>NA</u>	COURT CLERK	<u>J HEATON</u> <input checked="" type="checkbox"/> Clerk not present at trial

Description	QTY	PLT/ST/ PET ID	PLT/ST/ PET EV	DFT/RSP ID	DFT/RSP EV	COURT ID/EV	D-STRYD R-RETD
COPY OF AMTRUST BANK WITHDRAWAL SLIP	1		1				
MARRIAGE RECORD	1		4				
COPY OF CANCELED CHECK DTD 01/31/2007	1		5				
MY WILL-JULIE M GONZALEZ DTD 05/28/2009	1		17				
REF: EXPLANATION OF WILL	1		18				
COPIES OF WACHOVIA BANK STATEMENTS 8/23-9/23/08	1					2	
COPIES OF WACHOVIA BANK STATEMENTS 9/24-10/27/08	1					3	
COPIES OF TITANIUM CHECKING BANK STATEMENT DTD 09/16/08	1					4	
SUMMARY OF ACCOUNTS TITANIUM CHECKING DTD 10/16/08	1					5	
SUMMARY OF ACCOUNTS TITANIUM CHECKING DTD 11/18/08	1					6	
COPY OF RESPONDENT'S PASSPORT	1					9	
COPY OF PARTIE'S WEDDING INVITATION	1					10	
MASS MUTUAL COPY OF CHECK DTD 12/05/07	1					11	
BOYNTON BEACH PD INCIDENT REPORT #9063254	1					12	
TTL	14						

FILED
SOUTH COUNTY BRANCH OFFICE
OCT 31 2013
SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

Box _____ Envelope 1 Poster _____ Roll _____ Xray _____ Awk _____ Val _____ Sealed _____
Special Instructions _____

XFER DATE _____ COURT CLERK _____ EVIDENCE CLERK _____

FOR CLERK USE ONLY

PLT/PET Exhibits Returned	Y / N _____	DFT/RESP Exhibits Returned	Y / N _____
Disposal Approved by	Print _____	sign _____	date _____
Disposal Approved by (crim)	Print _____	sign _____	date _____
Manager Approval	Print _____	sign _____	date _____
Destruction Date	_____		
Destruction Witnessed by	Print _____	sign _____	date _____

(circle)

ORIGINAL - ATTACH TO EVIDENCE

EVIDENCE DEPT COPY

FILE COPY

**IN THE 15TH JUDICIAL CIRCUIT
PALM BEACH COUNTY
EXHIBIT LIST**

DATE REC'D	<u>7/24/2013</u>	CASE STYLE	<u>LLOYD G WICKBOLDT v JULIE M GONZALEZ</u>
CASE # / DIV	<u>2010DR003810 FY</u>	PLTF/ST/PET	<u>LLOYD-G-WICKBOLDT</u>
JUDGE	<u>FRENCH</u>	DEFT/RESP	<u>JULIE M GONZALEZ</u>
DATE OF JUD	<u>8/5/2013</u>	HRG TYPE	<u>DISSOLUTION</u>
CHARGE	<u>NA</u>	COURT CLERK	<u>J HEATON</u> <input checked="" type="checkbox"/> Clerk not present at trial

Description	QTY	PLT/ST/ PET ID	PLT/ST/ PET EV	DFT/RSP ID	DFT/RSP EV	COURT ID/EV	D-STRYD R-RETD
LETTER FROM PETITIONER'S ATTN DTD 04/15/13	1					13	
INVOICE & SETTER FROM GLOBE LIFE & ACCIDENT INSURANCE	1					14	
HSBC INSURANCE LETTER TO PETITIONER DTD 11/06/09	1					15	
RETAIL INSTALLMENT SALE CONTRACT SIMPLE FINANCE CHG	1					18	
LETTER FROM CAPITAL ONE TO PETITIONER'S ATTY DTD 7/1/11	1					19	
RESUME - RICHARD B SEELY MD	1					20	
CANCELED CHECK TO US DEPT OF STATE DTD 01/31/07	1					22	
FAX TO DR SANTOS OFFICE DTD 04/06/09 FROM RESPONDENT	1					23	
DELRAY MEDICAL CENTER - STEPS TO APPEAL YOUR DISCHARGE	1					24	
RESPONDENT'S 2005 INDIVIDUAL INCOME TAX RETURN	1					25	
TTL	10						

Box _____ Envelope 1 Poster _____ Roll _____ Xray _____ Awk _____ Val _____ Sealed _____
Special Instructions _____

XFER DATE _____ COURT CLERK _____ EVIDENCE CLERK _____

FOR CLERK USE ONLY

PLT/PET Exhibits Returned	Y / N _____	DFT/RESP Exhibits Returned	Y / N _____
Disposal Approved by	Print _____	sign _____	date _____
Disposal Approved by (crim)	Print _____	sign _____	date _____
Manager Approval	Print _____	sign _____	date _____
Destruction Date	_____		
Destruction Witnessed by	Print _____	sign _____	date _____

(circle)

ORIGINAL - ATTACH TO EVIDENCE

EVIDENCE DEPT COPY

FILE COPY

Label (See instructions.)
Use the IRS label. Otherwise, please print or type.
Presidential Election Campaign

For the year Jan 1 - Dec 31, 2005, or other tax year beginning _____, 2005, ending _____, 20
 OMB No. 1545-0074

Your first name **Julie** MI Last name **Gonzalez**
 Your social security number _____

If a joint return, spouse's first name _____ MI Last name _____
 Spouse's social security number _____

Home address (number and street). If you have a P.O. box, see instructions. **17103 SW 39 Court** Apartment no. _____
 City, town or post office. If you have a foreign address, see instructions. **Miramar** State **FL** ZIP code **33027**

You **must** enter your social security number (e) above
 Checking a box below will not change your tax or refund.

Check here if you, or your spouse if filing jointly, want \$3 to go to this fund? (see instructions) **Your** **Spouse**

Filing Status

1 Single
 2 Married filing jointly (even if only one had income)
 3 Married filing separately. Enter spouse's SSN above & full name here
 4 **Head of household (with qualifying person).** (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here **Josef Wilblinger**
 5 Qualifying widow(er) with dependent child (see instructions)

Check only one box.

Exemptions

6a **Yourself.** If someone can claim you as a dependent, do not check box 6a
 b **Spouse**

c Dependents:

(1) First name	Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) <input checked="" type="checkbox"/> if qualifying child for child tax credit (see instrs)

Boxes checked on 6a and 6b **1**
 No. of children on 6c who:
 • lived with you
 • did not live with you due to divorce or separation (see instrs)
 Dependents on 6c not entered above
 Add numbers on lines above **1**

d Total number of exemptions claimed **1**

Income

7 Wages, salaries, tips, etc. Attach Form(s) W-2 **7 25,139.**
 8a **Taxable** interest. Attach Schedule B if required **8a 1,253.**
 b **Tax-exempt** interest. Do not include on line 8a **8b**
 9a Ordinary dividends. Attach Schedule B if required **9a**
 b **Qualified** dividends (see instrs) **9b**
 10 Taxable refunds, credits, or offsets of state and local income taxes (see instructions) **10**
 11 Alimony received **11**
 12 Business income or (loss). Attach Schedule C or C-EZ **12**
 13 Capital gain or (loss). Att Sch D if reqd. If not reqd, ck here **13**
 14 Other gains or (losses). Attach Form 4797 **14**
 15a IRA distributions **15a** b Taxable amount (see instrs) **15b**
 16a Pensions and annuities **16a** b Taxable amount (see instrs) **16b**
 17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E **17**
 18 Farm income or (loss). Attach Schedule F **18**
 19 Unemployment compensation **19**
 20a Social security benefits **20a** b Taxable amount (see instrs) **20b**
 21 Other income **21**
 22 **Add the amounts in the far right column for lines 7 through 21. This is your total income.** **22 26,392.**

Adjusted Gross Income

23 Educator expenses (see instructions) **23**
 24 Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ **24**
 25 Health savings account deduction. Attach Form 8889 **25**
 26 Moving expenses. Attach Form 3903 **26**
 27 One-half of self-employment tax. Attach Schedule SE **27**
 28 Self-employed SEP, SIMPLE, and qualified plans **28**
 29 Self-employed health insurance deduction (see instructions) **29**
 30 Penalty on early withdrawal of savings **30**
 31a Alimony paid b Recipient's SSN **31a**
 32 IRA deduction (see instructions) **32 3,000.**
 33 Student loan interest deduction (see instructions) **33**
 34 Tuition and fees deduction (see instructions) **34**
 35 Domestic production activities deduction. Attach Form 8803 **35**
 36 Add lines 23 - 31a and 32 - 35 **36 3,000.**
 37 Subtract line 36 from line 22. This is your **adjusted gross income** **37 23,392.**

*Julie income tax fraud 2005.
 Deposition 12/20/10 000183 don't see it that*

EXHIBIT
 25
 10DR3810

Tax and Credits

Standard Deduction for —

• People who checked any box on line 39a or 39b or who can be claimed as a dependent, see instructions.

• All others:

Single or Married filing separately, \$5,000

Married filing jointly or Qualifying widow(er), \$10,000

Head of household, \$7,300

38	Amount from line 37 (adjusted gross income)	38	23,392.
39a	Check <input type="checkbox"/> You were born before January 2, 1941, <input type="checkbox"/> Blind. Total boxes checked ▶ 39a <input type="checkbox"/> if: <input type="checkbox"/> Spouse was born before January 2, 1941, <input type="checkbox"/> Blind.		
b	If your spouse itemizes on a separate return, or you were a dual-status alien, see instructions and check here ▶ 39b <input type="checkbox"/>		
40	Itemized deductions (from Schedule A) or your standard deduction (see left margin)	40	11,617.
41	Subtract line 40 from line 38	41	11,775.
42	If line 38 is over \$109,475, or you provided housing to a person displaced by Hurricane Katrina, see instructions. Otherwise, multiply \$3,200 by the total number of exemptions claimed on line 6d	42	3,200.
43	Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-	43	8,575.
44	Tax (see instrs). Check if any tax is from: a <input type="checkbox"/> Form(s) 8814 b <input type="checkbox"/> Form 4972	44	858.
45	Alternative minimum tax (see instructions). Attach Form 6251	45	
46	Add lines 44 and 45 ▶	46	858.
47	Foreign tax credit. Attach Form 1116 if required	47	
48	Credit for child and dependent care expenses. Attach Form 2441	48	
49	Credit for the elderly or the disabled. Attach Schedule R	49	
50	Education credits. Attach Form 8863	50	
51	Retirement savings contributions credit. Attach Form 8880	51	400.
52	Child tax credit (see instructions). Attach Form 8901 if required	52	
53	Adoption credit. Attach Form 8839	53	
54	Credits from: a <input type="checkbox"/> Form 8396 b <input type="checkbox"/> Form 8859	54	
55	Other credits. Check applicable box(es): a <input type="checkbox"/> Form 3800 b <input type="checkbox"/> Form 8801 c <input type="checkbox"/> Form	55	
56	Add lines 47 through 55. These are your total credits	56	400.
57	Subtract line 56 from line 46. If line 56 is more than line 46, enter -0- ▶	57	458.
58	Self-employment tax. Attach Schedule SE	58	
59	Social security and Medicare tax on tip income not reported to employer. Attach Form 4137	59	
60	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required	60	
61	Advance earned income credit payments from Form(s) W-2	61	
62	Household employment taxes. Attach Schedule H	62	
63	Add lines 57-62. This is your total tax ▶	63	458.
64	Federal income tax withheld from Forms W-2 and 1099	64	2,930.
65	2005 estimated tax payments and amount applied from 2004 return	65	
66a	Earned income credit (EIC)	66a	
b	Nontaxable combat pay election ▶ 66b <input type="checkbox"/>		
67	Excess social security and tier 1 RRTA tax withheld (see instructions)	67	
68	Additional child tax credit. Attach Form 8812	68	
69	Amount paid with request for extension to file (see instructions)	69	
70	Payments from: a <input type="checkbox"/> Form 2439 b <input type="checkbox"/> Form 4136 c <input type="checkbox"/> Form 8885	70	
71	Add lines 64, 65, 66a, and 67 through 70. These are your total payments ▶	71	2,930.
72	If line 71 is more than line 63, subtract line 63 from line 71. This is the amount you overpaid	72	2,472.
73a	Amount of line 72 you want refunded to you ▶	73a	2,472.
b	Routing number <input type="text" value="XXXXXXXXXX"/> ▶ c Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings		
d	Account number <input type="text" value="XXXXXXXXXXXXXXXXXXXX"/>		
74	Amount of line 72 you want applied to your 2005 estimated tax ▶	74	
75	Amount you owe. Subtract line 71 from line 63. For details on how to pay, see instructions ▶	75	
76	Estimated tax penalty (see instructions)	76	

Other Taxes

Payments

If you have a qualifying child, attach Schedule EIC.

Refund

Direct deposit? See instructions and fill in 73b, 73c, and 73d.

Amount You Owe

Third Party Designee

Do you want to allow another person to discuss this return with the IRS (see instructions)? Yes. Complete the following. No

Sign Here

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature	Date	Your occupation	Daytime phone number
<input type="text"/>	<input type="text"/>	Medical	
Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation	
<input type="text"/>	<input type="text"/>		

Paid Preparer's Use Only

Preparer's signature: <input type="text"/>	Date	Check if self-employed <input type="checkbox"/>	Preparer's SSN or PTIN
Firm's name (or yours if self-employed) address, and ZIP code	Self-Prepared		
	EIN		
	Phone no.		

Label (See instructions.)

Use the IRS label. Otherwise, please print or type.

Presidential Election Campaign

For the year Jan 1 - Dec 31, 2005, or other tax year beginning _____, 2005, ending _____, 2005

Your first name **Julie** MI Last name **Gonzalez**

If a joint return, spouse's first name _____ MI Last name _____

Home address (number and street). If you have a P.O. box, see instructions.
17103 SW 39 Court

City, town or post office. If you have a foreign address, see instructions.
Miramar State **FL** ZIP code **33029**

OMB No. 1545-0074
Your social security number _____
Spouse's social security number _____

You must enter your social security number(s) above.

Checking a box below will not change your tax or refund.
 You Spouse

Filing Status

Check only one box.

1 Single

2 Married filing jointly (even if only one had income)

3 Married filing separately. Enter spouse's SSN above & full name here . . .

4 Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here . . . **Josef Wilblinger**

5 Qualifying widow(er) with dependent child (see instructions)

Exemptions

If more than four dependents, see instructions.

6a Yourself. If someone can claim you as a dependent, do not check box 6a

b Spouse

c Dependents:		(2) Dependent's social security number	(3) Dependent's relationship to you	(4) <input checked="" type="checkbox"/> if qualifying child for child tax credit (see instrs)
(1) First name (see instrs)	Last name			

d Total number of exemptions claimed 1

Income

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a W-2, see instructions.

Enclose, but do not attach, any payment. Also, please use Form 1040-V.

7	Wages, salaries, tips, etc. Attach Form(s) W-2	7	25,139.
8a	Taxable interest. Attach Schedule B if required	8a	1,253.
b	Tax-exempt interest. Do not include on line 8a	8b	
9a	Ordinary dividends. Attach Schedule B if required	9a	
b	Qualified divs (see instrs)	9b	
10	Taxable refunds, credits, or offsets of state and local income taxes (see instructions)	10	
11	Alimony received	11	
12	Business income or (loss). Attach Schedule C or C-EZ	12	
13	Capital gain or (loss). Att Sch D if reqd. If not reqd, ck here	13	
14	Other gains or (losses). Attach Form 4797	14	
15a	IRA distributions	15a	
b	Taxable amount (see instrs)	15b	
16a	Pensions and annuities	16a	
b	Taxable amount (see instrs)	16b	
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E	17	
18	Farm income or (loss). Attach Schedule F	18	
19	Unemployment compensation	19	
20a	Social security benefits	20a	
b	Taxable amount (see instrs)	20b	
21	Other income	21	
22	Add the amounts in the far right column for lines 7 through 21. This is your total income	22	26,392.

Adjusted Gross Income

23	Educator expenses (see instructions)	23	
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24	
25	Health savings account deduction. Attach Form 8889	25	
26	Moving expenses. Attach Form 3903	26	
27	One-half of self-employment tax. Attach Schedule SE	27	
28	Self-employed SEP, SIMPLE, and qualified plans	28	
29	Self-employed health insurance deduction (see instructions)	29	
30	Penalty on early withdrawal of savings	30	
31a	Alimony paid	31a	
b	Recipient's SSN		
32	IRA deduction (see instructions)	32	3,000.
33	Student loan interest deduction (see instructions)	33	
34	Tuition and fees deduction (see instructions)	34	
35	Domestic production activities deduction. Attach Form 8903	35	
36	Add lines 23 - 31a and 32 - 35	36	3,000.
37	Subtract line 36 from line 22. This is your adjusted gross income	37	23,392.

Tax and Credits

Standard Deduction for -

• People who checked any box on line 39a or 39b or who can be claimed as a dependent, see instructions.

• All others: Single or Married filing separately, \$5,000

Married filing jointly or Qualifying widow(er), \$10,000

Head of household, \$7,300

Table with 3 columns: Line number, Description, and Amount. Includes lines 38-57 with amounts like 23,392, 11,617, 11,775, 3,200, 8,575, 858, 858, 400, 458.

Other Taxes

Table with 3 columns: Line number, Description, and Amount. Includes lines 58-63 with amounts like 458.

Payments

If you have a qualifying child, attach Schedule EIC.

Table with 3 columns: Line number, Description, and Amount. Includes lines 64-71 with amounts like 2,930, 2,930, 2,472.

Refund

Direct deposit? See instructions and fill in 73b, 73c, and 73d.

Table with 3 columns: Line number, Description, and Amount. Includes lines 72-74 with amounts like 2,472, 2,472.

Amount You Owe

Table with 3 columns: Line number, Description, and Amount. Includes lines 75-76.

Third Party Designee

Do you want to allow another person to discuss this return with the IRS (see instructions)? Yes. Complete the following. No

Sign Here

Joint return? See instructions.

Keep a copy for your records.

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Paid Preparer's Use Only

Preparer's signature, Date, Check if self-employed, Firm's name, EIN, Phone no.

▶ **Attach to Form 1040 or Form 1040A.**
▶ **See instructions.**

Department of the Treasury
Internal Revenue Service

Name(s) shown on return

Your social security number

Julie Gonzalez

CAUTION: You **cannot** take this credit if **either** of the following applies.

- The amount on Form 1040, line 38, or Form 1040A, line 22, is more than \$25,000 (\$37,500 if head of household; \$50,000 if married filing jointly).
- The person(s) who made the qualified contribution or elective deferral **(a)** was born after January 1, 1988, **(b)** is claimed as a dependent on someone else's 2005 tax return, or **(c)** was a **student** (see instructions).

	(a) You	(b) Your spouse
1 Traditional and Roth IRA contributions for 2005. Do not include rollover contributions	1 3,000.	
2 Elective deferrals to a 401(k) or other qualified employer plan, voluntary employee contributions, and 501(c)(18)(D) plan contributions for 2005 (see instructions)	2	
3 Add lines 1 and 2	3 3,000.	
4 Certain distributions received after 2002 and before the due date (including extensions) of your 2005 tax return (see instructions). If married filing jointly, include both spouses' amounts in both columns. See instructions for an exception	4	
5 Subtract line 4 from line 3. If zero or less, enter -0-	5 3,000.	
6 In each column, enter the smaller of line 5 or \$2,000	6 2,000.	
7 Add the amounts on line 6. If zero, stop ; you cannot take this credit		7 2,000.
8 Enter the amount from Form 1040, line 38*, or Form 1040A, line 22	8 23,392.	

9 Enter the applicable decimal amount shown below:

If line 8 is--		And your filing status is--		
Over--	But not over--	Married filing jointly	Head of household	Single, Married filing separately, or Qualifying widow(er)
Enter on line 9--				
---	\$15,000	.5	.5	.5
\$15,000	\$16,250	.5	.5	.2
\$16,250	\$22,500	.5	.5	.1
\$22,500	\$24,375	.5	.2	.1
\$24,375	\$25,000	.5	.1	.1
\$25,000	\$30,000	.5	.1	.0
\$30,000	\$32,500	.2	.1	.0
\$32,500	\$37,500	.1	.1	.0
\$37,500	\$50,000	.1	.0	.0
\$50,000	---	.0	.0	.0

Note: If line 9 is zero, **stop**; you cannot take this credit.

10 Multiply line 7 by line 9	10 400.
11 Enter the amount from Form 1040, line 46, or Form 1040A, line 28	11 858.
12 Enter the total of your credits from Form 1040, lines 47 through 50, or Form 1040A, lines 29 through 31	12
13 Subtract line 12 from line 11. If zero, stop ; you cannot take this credit	13 858.
14 Credit for qualified retirement savings contributions. Enter the smaller of line 10 or line 13 here and on Form 1040, line 51, or Form 1040A, line 32	14 400.

*See Publication 590 for the amount to enter if you are filing Form 2555, 2555-EZ, or 4563 or you are excluding income from Puerto Rico.

3AA For Paperwork Reduction Act Notice, see instructions.

Form **8880** (2005)

SCHEDULE A
(Form 1040)

Itemized Deductions

OMB No. 1545-0074

2005

Attachment
Sequence No. **07**

Department of the Treasury
Internal Revenue Service (99)

▶ **Attach to Form 1040.**
▶ **See Instructions for Schedule A (Form 1040).**

Name(s) shown on Form 1040

Your social security number

Julie Gonzalez

Medical and Dental Expenses		Caution. Do not include expenses reimbursed or paid by others.			
1	Medical and dental expenses (see instructions)	1			
2	Enter amount from Form 1040, line 38	2			
3	Multiply line 2 by 7.5% (.075)	3			
4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-	4			
Taxes You Paid		5 State and local (check only one box):			
		a	<input type="checkbox"/> Income taxes, or	5	
		b	<input type="checkbox"/> General sales taxes (see instructions)	6	2,740.
6	Real estate taxes (see instructions)	6		7	
7	Personal property taxes	7		8	
8	Other taxes. List type and amount ▶	8		9	2,740.
9	Add lines 5 through 8	9			
Interest You Paid		10	Home mtg interest and points reported to you on Form 1098	10	7,377.
		11	Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying number, and address ▶	11	
		12	Points not reported to you on Form 1098. See instrs for spl rules	12	
		13	Investment interest. Attach Form 4952 if required. (See instrs.)	13	
		14	Add lines 10 through 13	14	7,377.
Gifts to Charity		15a	Total gifts by cash or check. If you made any gift of \$250 or more, see instrs	15a	750.
		15b	Gifts by cash or check after August 27, 2005, that you elect to treat as qualified contributions (see instructions)	15b	
		16	Other than by cash or check. If any gift of \$250 or more, see instructions. You must attach Form 8283 if over \$500	16	750.
		17	Carryover from prior year	17	
		18	Add lines 15a, 16, & 17	18	1,500.
Casualty and Theft Losses		19	Casualty or theft loss(es). Attach Form 4684. (See instructions.)	19	
Job Expenses and Certain Miscellaneous Deductions		20	Unreimbursed employee expenses – job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See instructions.) ▶	20	
		21	Tax preparation fees	21	40.
		22	Other expenses – investment, safe deposit box, etc. List type and amount ▶	22	
		23	Add lines 20 through 22	23	40.
		24	Enter amount from Form 1040, line 38	24	23,392.
		25	Multiply line 24 by 2% (.02)	25	468.
		26	Subtract line 25 from line 23. If line 25 is more than line 23, enter -0-	26	0.
Other Miscellaneous Deductions		27	Other – from list in the instructions. List type and amount ▶	27	
Total Itemized Deductions		28 Is Form 1040, line 38, over \$145,950 (over \$72,975 if MFS)?		28	11,617.
		<input checked="" type="checkbox"/> No. Your deduction is not limited. Add the amounts in the far right column for lines 4 through 27. Also, enter this amount on Form 1040, line 40.			
		<input type="checkbox"/> Yes. Your deduction may be limited. See instructions for the amount to enter.			
		29 If you elect to itemize deductions even though they are less than your standard deduction, check here ▶			

Noncash Charitable Contributions

OMB No. 1545-0908

Department of the Treasury
Internal Revenue Service

▶ **Attach to your tax return if you claimed a total deduction of over \$500 for all contributed property.**
▶ **See separate instructions.**

Attachment
Sequence No. **155**

Name(s) shown on your income tax return

Identifying number
XXXXXXXXXX

Julie Gonzalez

Note: Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of \$5,000 or Less and Certain Publicly Traded Securities — List in this section only items (or groups of similar items) for which you claimed a deduction of \$5,000 or less. Also, list certain publicly traded securities even if the deduction is more than \$5,000 (see instructions).

Part I Information on Donated Property — If you need more space, attach a statement.

	(a) Name and address of the donee organization	(b) Description of donated property <small>(For a donated vehicle, enter the year, make, model, condition, and mileage)</small>
1		
A	Vietnam Vets Miami / FtLauderdale Florida	5x8 Area Rug, TV. Kitchen Furniture and clothing
B		
C		
D		
E		

Note: If the amount you claimed as a deduction for an item is \$500 or less, you do not have to complete columns (d), (e), and (f).

	(c) Date of the contribution	(d) Date acquired by donor (mo., yr)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) Fair market value (see instructions)	(h) Method used to determine the fair market value
A	Aug 24, 2005.	Various	Purchase	1,800.	750.	Comparable sales
B						
C						
D						
E						

Part II Partial Interests and Restricted Use Property — Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

2a Enter the letter from Part I that identifies the property for which you gave less than an entire interest ▶ _____

If Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Part I: **(1)** For this tax year ▶ _____
(2) For any prior tax years ▶ _____

c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):

Name of charitable organization (donee) _____

Address (number, street, and room or suite no.) _____

City or town _____

State ZIP code _____

d For tangible property, enter the place where the property is located or kept ▶ _____

e Name of any person, other than donee organization, having actual possession of the property ▶ _____

3a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?

b Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?

c Is there a restriction limiting the donated property for a particular use?

	Yes	No
3a		
3b		
3c		



Julie Gonzalez
17103 SW 39 Court

863002006013100030150311 [redacted] 0005 Miramar

FL 33027

#1SSN [redacted] #2SSN [redacted] Filing Status Joint Individual X

DOR Use Only

Check here if: Address or SSN Incorrect Spouse is Deceased Amended Return

Schedule A

Table with 2 columns: Description (Loans, Notes, and Accounts Receivable; Beneficial Interest in Any Trust; Bonds; Stocks, Mutuals, Money Market Funds, and Limited Partnership Interests; Total Taxable Intangible Assets; Total Tax Due; Discount; Penalty; Interest) and Amount (0.00).

Under penalties of perjury, I declare that I have examined this return, accompanying schedules and statements, and it is true, correct, and complete. If prepared by a person other than the taxpayer, this declaration is based on all information of which the preparer has any knowledge (ss. 199.232(2), 92.525(2), 837.06, F.S.).

Mark 'X' here if you transmitted funds electronically

Payment Coupon 2006 Florida Intangible Tax

Do Not Detach

FLIA0212 11/06/05 INTU DR-601 I R. 01/06

Return and Payment must be postmarked no later than June 30, 2006, to avoid Penalty and Interest.

Self Prepared

Signature of Taxpayer Date Signature of Individual or Firm Preparing the Return

Signature of Spouse Telephone Number Preparer's SSN or FEIN Date
Enter correct name, address, and social security number(s) below, if not pre-addressed:
Name Julie Gonzalez
Address 17103 SW 39 Court
City/State/ZIP Miramar FL 33027
Make Check Payable and Mail to:
FLORIDA DEPARTMENT OF REVENUE
5050 W TENNESSEE STREET
TALLAHASSEE FLORIDA 32399-0140

Table with 4 columns: [redacted], 0, 0, 0

Important Information Requested

1 If this is your first year filing, what is the date that your Florida residency was established? Sep/1968

These two items may assist you in establishing a residency date:

- A) The first year you qualified for homestead exemption. B) The first day you were qualified to register to vote in Florida.

2 Do you reside outside Florida during a portion of the year? Yes No

If yes, enter your non-Florida address: _____

When do you normally reside there? from _____ until _____ Phone number at above address: _____

3 If your filing status has changed or is incorrect, please complete the information below:

- | | | |
|------------------------|-----------------------|---------------------------------------------------|
| A) Marriage | B) Divorce | C) Death (See Instructions, Filing Status) |
| Date of Marriage _____ | Date of Divorce _____ | Date of Death _____ |
| Spouse's SSN _____ | Your SSN _____ | SSN of Deceased _____ |

4 If your name/ mailing address/SSN has changed or is incorrect, complete the following:

- | | |
|-----------------------------------|-----------------------------------|
| Taxpayer # 1 | Taxpayer # 2 |
| Name _____ | Name _____ |
| Correct Social Security No. _____ | Correct Social Security No. _____ |
| New Address _____ | New Address _____ |
| City/State/ZIP _____ | City/State/ZIP _____ |
| Telephone Number _____ | Telephone Number _____ |
| Signature _____ | Signature _____ |

Tax Calculation Worksheet

Instructions: Determine which column applies based on filing status. Complete only the applicable column.

(Complete only ONE column below)

	Individual	Joint
1 Enter Total Taxable Intangible Assets from Schedule A, Line 5	\$ 0.	\$
2 Subtract Personal Exemption	-\$250,000	-\$500,000
3 Taxable Assets	\$ 0.	\$
4 Multiply by Tax Rate	x.0005	x.0005
5 Total Tax Due, Carry Amount to Schedule A, Line 6 If the Total Tax Due is less than \$60, you do not need to file or pay	\$ 0.	\$

Do not mark in this area

Make check payable to: Florida Department of Revenue
(Include SSN on check)

Mail to: FLORIDA DEPARTMENT OF REVENUE
5050 W TENNESSEE STREET
TALLAHASSEE FLORIDA 32399-0140

Neither foreign currency nor funds drawn on other than U.S. banks will be accepted. State law requires a service fee for returned checks or drafts of fifteen (\$15) dollars or five (5%) percent of the face amount, whichever is greater, not to exceed \$150 (s. 215.34(2), F.S.).

Julie Gonzalez
17103 SW 39 Court
Miramar, FL 33027

2005 U.S. INDIVIDUAL INCOME TAX RETURN SUMMARY

Adjusted Gross Income	\$	23,392
Taxable Income	\$	8,575
Total Tax	\$	458
Total Payments	\$	2,930
Refund	\$	2,472
Effective Tax Rate		1.96 %

INSTRUCTIONS FOR FILING YOUR RETURN ELECTRONICALLY

If you file electronically, make sure to follow the Electronic Filing Instructions to complete your tax return.

Come back to TurboTax in 24 to 48 hours to check the status of your return. TurboTax will let you know if your return has been accepted or rejected by the IRS.

If the IRS accepts your tax return, TurboTax will walk you through the final steps of electronic filing. It may involve printing and mailing some electronic filing forms. (DO NOT mail a printed copy of your tax return to the IRS. They already received an electronic copy of your tax return.)

If your return is rejected due to an error, you have two options. You must fix the error and retransmit your return electronically, or you can mail a printed copy of your return to the IRS. To mail your printed return, follow the mailing instructions below.

INSTRUCTIONS FOR FILING YOUR RETURN BY MAIL

Your federal Form 1040 shows a refund of \$2,472.

Please mail your return to the following IRS address postmarked by Monday, April 17, 2006.

Internal Revenue Service Center
Atlanta, GA 39901-0002

Be sure to sign and date your return and include the proper amount of postage on the envelope.

ATTACHMENTS

Attach the first copy or Copy B of Form(s) W-2 to the front of your Form 1040.

KEEP THIS PAGE FOR YOUR RECORDS -- DO NOT MAIL.

000192

Julie Gonzalez
17103 SW 39 Court
Miramar, FL 33027

You don't need to file a Florida return. The data you entered
results in no refund and no tax due.

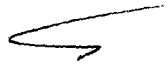
Page 3

P.S. Olga, yo manejo 70 millos ida
y vuelta del Trabajo a diario -
y pago \$40.00 en toll ~~total~~ al
mes para llegar al trabajo -
Mis gastos de uniformes -

Puedo yo incluir esos gastos ?
Algúne saber por favor -

Gracias

Julie



Julie Gonzalez
17103 SW 39 court
MIAMI Florida 33027
305 984-6158 (cel)

W-2 Wage and Tax Statement 2005
OMB No. 1545-0048

Copy C for employer's records.

a Control number 998639 15/DLZ	Dept. 201283	Corp. A	Employer use only 301
c Employer's name, address, and ZIP code LEAVITT MANAGEMENT GROUP INC MEDICAL HAIR RESTORATION 2600 LAKE LUCIEN DR 180 MAITLAND FL 32751 Batch #00615			
e/f Employee's name, address, and ZIP code JULIE GONZALEZ 17103 SW 39 COURT MIRAMAR, FL 33027			
b Employer's FED ID number	d Employee's SSA number		
1 Wages, tips, other comp. 12179.17	2 Federal income tax withheld 1364.74		
3 Social security wages 12179.17	4 Social security tax withheld 755.11		
5 Medicare wages and tips 12179.17	6 Medicare tax withheld 176.60		
7 Social security tips	8 Allocated tips		
9 Advance EIC payment	10 Dependent care benefits		
11 Nonqualified plans	12a See instructions for box 12		
14 Other	12b		
	12c		
	12d		
	13 Stat emp./ret. plan/ret party sick pay		
15 State Employer's state ID no. FL	16 State wages, tips, etc.		
17 State income tax	18 Local wages, tips, etc.		
19 Local income tax	20 Locality name		

The reverse side includes general information that you may also find helpful.

1. The following information reflects your final 2005 pay stub plus any adjustments submitted by your employer.

Gross Pay	12306.09	Social Security Tax Withheld Box 4 of W-2	755.11	FL State Income Tax Box 17 of W-2 SUI/SDI Box 14 of W-2
Fed. Income Tax Withheld Box 2 of W-2	1364.74	Medicare Tax Withheld Box 6 of W-2	176.60	

2. Your Gross Pay was adjusted as follows to produce your W-2 Statement.

	Wages, Tips, other Compensation Box 1 of W-2	Social Security Wages Box 3 of W-2	Medicare Wages Box 5 of W-2	FL State Wages, Tips, Etc. Box 16 of W-2
Gross Pay	12,306.09	12,306.09	12,306.09	
Less Other Cafe 125	126.92	126.92	126.92	
Reported W-2 Wages	12,179.17	12,179.17	12,179.17	

3. Employee W-4 Profile. To change your Employee W-4 Profile information, file a new W-4 with your payroll dept.

**JULIE GONZALEZ
 17103 SW 39 COURT
 MIRAMAR, FL 33027**

Social Security Number: [REDACTED] 43
 Taxable Marital Status: SINGLE
 Exemptions/Allowances:
 FEDERAL: 1
 STATE: No State Income Tax

© 2005 AUTOMATIC DATA PROCESSING, INC.

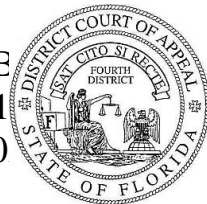
Form and Detach Here

Federal Filing Copy
W-2 Wage and Tax Statement 2005
OMB No. 1545-0048
 Copy B to be filed with employer's Federal income tax return.

FL State Reference Copy
W-2 Wage and Tax Statement 2005
OMB No. 1545-0048
 Copy 2 to be filed with employer's State income tax return.

FL State Filing Copy
W-2 Wage and Tax Statement 2005
OMB No. 1545-0048
 Copy 2 to be filed with employer's State income tax return.

GONZALEZ v. WICKE
CASE NUMBER: 4DCA#: 1
Lower Court Case No.: 2010DR003810



APPENDIX

[APPENDIX LINK](#)

1. TRANSCRIPT OF PROCEEDINGS (FINAL HEARING)
VOLUME 1 AND VOLUME 2
2. ORDER GRANTING MOTION TO WITHDRAW
3. GONZALEZ'S MOTION FOR CONTINUANCE OF TRIAL
4. GONZALEZ'S ANSWER AND COUNTERPETITION
5. APPELLEE'S SECOND AMENDED PETITION
6. GONZALEZ'S ANSWER TO SECOND AMENDED PETITION FOR
DISSOLUTION OF MARRIAGE
7. ORDER DENYING GONZALEZ'S AMENDED MOTION FOR
REHEARING OR NEW TRIAL

1 IN THE FIFTEENTH JUDICIAL CIRCUIT COURT
2 IN AND FOR PALM BEACH COUNTY, FLORIDA
3 CASE NO: 502010DR003810

4 IN RE: THE MARRIAGE OF:

5 LLOYD G. WICKBOLDT,

6 Petitioner/Husband,

7 and

8 JULIE M. GONZALEZ,

9 Respondent/Wife.
10 -----/

11
12
13 TRANSCRIPT OF PROCEEDINGS

14 VOLUME 1 (Pages 1-83)

15
16 DATE TAKEN: Friday, June 28, 2013
17 TIME: 10:18 a.m. - 11:53 a.m.
18 PLACE: South County Courthouse
19 200 West Atlantic Avenue
20 Courtroom 7
21 Delray Beach, Florida 33444
22 BEFORE: HONORABLE HOWARD HARRISON

23 This cause came on to be heard at the time and
24 place aforesaid, when and where the following
25 proceedings were reported by April Goldberg,
26 Professional Reporter.

APPEARANCES FOR THE PETITIONER

ANTHONY J. ARAGONA III, ESQUIRE
ANTHONY J. ARAGONA III, P.A
5097 Sancerre Circle
Lake Worth, Florida 33463

APPEARANCES FOR THE RESPONDENT

JULIE M. GONZALEZ, PRO SE
821 Harding Avenue, #509
Miami Beach, Florida 33411

INDEX OF PROCEEDINGS

VOLUME 1

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9	83	
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P R O C E E D I N G S

- - - - -

1 THE COURT: Good morning.

2 MS. GONZALEZ: Good morning.

3 MR. ARAGONA: Good morning, Your Honor.

4 THE COURT: Please be seated. Okay. Court
5 reporter, okay, good. Can we have everybody
6 announce their presence, please?
7

8 MR. ARAGONA: Anthony Aragona for the
9 petitioner, Lloyd G. Wickboldt.
10

11 MS. GONZALEZ: Julie Gonzalez.

12 THE COURT: Thank you. Does either side wish
13 to make an opening statement?

14 MR. ARAGONA: I would like to, Your Honor. We
15 probably have a little housekeeping to discuss
16 before I start that. Ms. Gonzalez' attorney
17 withdrew a couple months ago, and have been unable
18 to reach her. She has given the Court numerous
19 fake addresses, or false addresses, and mail was
20 coming back; mail from the court as well as myself.

21 So I could not coordinate any pretrial
22 discovery, or exchange of exhibit list, et cetera,
23 with her. There was no pretrial order entered.
24 She's now filing, and we went for an expedited
25 pretrial conference back on June 17 before Judge

1 French. Judge French said in no uncertain terms
2 the trial is going forward. There will not be any
3 granting of any continuances. And now Ms. Gonzalez
4 has filed a motion for continue that she needs a
5 lawyer, et cetera.

6 THE COURT: I thought Judge French's judicial
7 assistant advised that that was already heard.

8 MR. ARAGONA: No. This has just been filed on
9 June 20.

10 THE COURT: This says there actually was a
11 motion to continue on this very basis because it
12 had already been heard.

13 MR. ARAGONA: Well, we went to the pretrial
14 conference and she raised it ore tenus. She raised
15 that to the Court.

16 THE COURT: Right.

17 MR. ARAGONA: And the Court said under no
18 circumstances --

19 THE COURT: Well, for the circumstances that
20 are contained in this motion, I was told that's
21 already been discussed.

22 MR. ARAGONA: They've been discussed and
23 dispensed with.

24 THE COURT: And that he made a ruling on it.

25 MR. ARAGONA: That's correct, although not

1 written.

2 THE COURT: Well, where is this motion?

3 MR. ARAGONA: I have a copy of it. It's my
4 only copy, but if you'd like to take a look at it.
5 It should be in the court file.

6 THE COURT: Is this the one was filed on
7 June 20?

8 MR. ARAGONA: That's correct.

9 THE COURT: Okay. Is there anything you
10 wanted to add, Ms. Gonzalez, with regard to what's
11 contained in your motion?

12 MS. GONZALEZ: Yes, Your Honor. If you
13 would --

14 THE COURT: Just speak a little louder,
15 please.

16 MS. GONZALEZ: Yes, Your Honor. If you would
17 please, first of all, good morning. If you would
18 please allow me to make a request. I know that you
19 just said something, but I just need to bring this
20 to your attention, please.

21 Your Honor, I need the Court to know I
22 had placed a motion for continuance of this trial
23 nine days ago. Please let me assure you, let me
24 assure this Court, that this request is not
25 intended for delay of proceedings, but in good

1 faith. For three years I've waited for the day I
2 could bring to this Court, my case this time when
3 we present it in court. But now after three years,
4 I find myself without an attorney. My attorney
5 withdrew from the case, and I never received
6 notification of such, nor did I receive
7 notification from the Court that this motion was
8 granted. I ask the Court to forgive me, but I do
9 not know anything about court procedures,
10 knowledge, et cetera. I have never been in front
11 of a judge, or in a courtroom before this divorce.
12 I am not prepared emotionally or mentally to
13 represent myself in court. I know how important it
14 is to have proper legal representation in court,
15 especially when the opposing party is well
16 represented.

17 Your Honor, I have done everything in my
18 power to find -- to find out information needed for
19 continuance of this trial. It was not easy -- it
20 was not an easy thing to do, especially when you
21 don't know what to look for or where to look for
22 it, but I was finally able to file a notice of
23 hearing for continuance. I brought it with me. I
24 respectfully ask the Court to allow me to properly
25 represent -- to be represented in court, in your

1 court. I ask the Court for a fair chance to
2 properly have an attorney introduce my case, and
3 the evidence to this Court.

4 Thank you, Your Honor.

5 MR. ARAGONA: Your Honor, may I respond?

6 THE COURT: You may.

7 MR. ARAGONA: I spoke with Ms. Gonzalez'
8 former attorney telephonically last week, and I
9 said Ms. Gonzalez had represented that they never
10 sent her the motion or order of continuance, and
11 she wasn't advised. They said that's categorically
12 not true, and that they advised her both verbally,
13 and they sent to the order to the address that she
14 supplied to them, and the motion.

15 Lastly, I'd like to say this trial was
16 set on September 14, 2012. Almost a year, I mean,
17 about eight or nine months ago. Ms. Gonzalez has
18 been represented by three attorneys, who have all
19 withdrawn, and I'm not sure of the reasons, but
20 they've all withdrawn. She's had adequate, every
21 adequate opportunity to secure counsel. She had
22 competent counsel, and it's her own problem and her
23 own fault she comes here today unprepared and
24 without counsel. And I request that we proceed,
25 and her motion for continuance be denied, as it was

1 from Judge French already.

2 THE COURT: Motion for continuance is denied.

3 MR. ARAGONA: Your Honor, the second motion
4 Ms. Gonzalez has filed is a motion to hold my
5 client in contempt. I don't want to go through the
6 entire motion. It's for some represented failure
7 to obey a court order, and I would represent to the
8 Court that pursuant to Judge French's order, my
9 client through me, returned all papers and
10 documents, and the Court -- and two CDs worth of
11 information from a computer in compliance with that
12 order, and there should be no contempt proceeding
13 against my client.

14 THE COURT: Well, that's not set for today,
15 anyway.

16 MR. ARAGONA: No. I'd like to proceed with an
17 opening statement.

18 THE COURT: You may.

19 MR. ARAGONA: The marriage between these
20 parties in this case was a sham, and we're asking
21 the Court for annulment of the marriage. The
22 marriage itself was merely a subterfuge for
23 Ms. Gonzalez, who has numerous false names and
24 false fake birth dates to steal probably in excess
25 of \$300,000 of my client's funds, Dr. Wickholdt.

1 The parties were married on April 28,
2 2007, through December 14, 2009, when Ms. Gonzalez'
3 fraud was discovered by my client. Ms. Gonzalez
4 lied about her age; she lied about her name; she
5 lied about her past, and seeing an easy mark to
6 take advantage of, lie to my client, claim that she
7 was pregnant despite the fact she was well beyond
8 child bearing years. She did this to induce Mr.
9 Wickboldt to marry her.

10 Prior to and during the marriage,
11 Ms. Gonzalez perpetrated a massive scheme to
12 defraud and steal hundreds of thousands of dollars
13 from Dr. Wickholdt. The evidence will show that
14 she took advantage of his medical condition,
15 attention deficit disorder, to take control of his
16 finances, and divert over half of a million dollars
17 from their joint account at Wachovia Bank to her
18 sole account at AmTrust Bank.

19 Dr. Wickholdt is disabled, and he's
20 unable to continue the practice of medicine.
21 Ms. Gonzalez learned prior to the marriage that he
22 received substantial disability checks from three
23 different providers each month. Dr. Wickholdt, who
24 due to his ADD, is not very good about handling
25 financial matters, fully entrusted Ms. Gonzalez,

1 his wife, to handle his financial affairs. She
2 represented that she was paying all of the bills
3 and saving money for them to buy a house from
4 their -- in their joint account at Wachovia Bank.
5 This was to buy a home together. Well, together is
6 a little bit of misnomer, because Ms. Gonzalez
7 promptly quit her job prior to marrying my client,
8 and contributed nothing financially to the
9 household.

10 In fact, she already owned a home, and it
11 would be one of the first methods of her fraud, she
12 would secrete the rental income from the property,
13 from her property, into a private account at
14 BankUnited, while Dr. Wickboldt would be paying all
15 the expenses for the property; the mortgages, the
16 taxes, the association dues, maintenance contracts,
17 et cetera.

18 Add insult to injury, Ms. Gonzalez even
19 claimed these expenses as deductions on her 2009
20 individual taxes, even though the expenses were
21 paid by Dr. Wickholdt. Of course, Ms. Gonzalez is
22 no stranger to tax fraud. In 2005, she claimed her
23 lover Josef Wilblinger as a child dependent on her
24 taxes, and you'll see that.

25 You're going to hear more about Josef

1 Wilblinger as we proceed, because she continued her
2 relationship with Mr. Woolblinger financed with Mr.
3 Wickboldt's funds; paying monies for him to buy a
4 plane ticket to Europe; wrote checks directly to
5 him from Dr. Wickboldt's accounts, and paid for
6 meals, and groceries, and gasoline for him during
7 the marriage.

8 Other ways that she embezzled funds, was
9 that she arranged that two of the disability
10 payments would be directly deposited into their
11 joint account at Wachovia Bank. Again, telling
12 Dr. Wickholdt that she was saving for the home.
13 You're going to see the statements where you see
14 her making balance inquiries, and as soon as those
15 funds hit, she would make a withdrawal from the
16 account, and she'd deposit her monies into her
17 private AmTrust account, which Dr. Wickholdt has
18 never had an account at AmTrust, is not a signatory
19 to that account.

20 The one disability check she could not
21 get directly deposited was a physical check mailed
22 to the house. And Ms. Gonzalez represented she was
23 depositing that check into their joint Wachovia
24 account. But what she would do, she would forge
25 his signature, which you'll see, there's obvious

1 earmarks of the forgeries, and she would deposit
2 that check directly into her private AmTrust
3 account.

4 You're going to hear the testimony from
5 the forensic accountant, John Smith, that she
6 diverted \$570,000 of Dr. Wickboldt's incomes to her
7 AmTrust account. And it's true that she paid some
8 of the household bills out of monies. I'm not
9 claiming she stole \$570,000, it's closer to
10 \$270,000. So she didn't arouse suspicion because
11 she continued to pay the bills with these monies.
12 But, in fact, all this income was flowing to her,
13 and she embezzled probably about \$270,000, if not
14 more. In fact, on December 14, 2009, when
15 Dr. Wickboldt found her birth certificate and her
16 prior marriage license, which revealed her true
17 birth date, which is October 1, 1952, and not 1965,
18 as she had represented prior to and during the
19 marriage to Dr. Wickholdt and others, and you'll
20 see the evidence of that. You'll see hard evidence
21 that Ms. Gonzalez had a history about lying about
22 her name, her identity, and her age.

23 When she was discovered with a fraud, she
24 again lied, claiming that Dr. Wickholdt hit her,
25 abused her, and tried to get a restraining order

1 against him, all of which was summarily dismissed
2 by the Court, and the police and the Court found no
3 evidence whatever of any abuse.

4 However, when Mr. Wickboldt was taken out
5 of his home when she had filed a temporary
6 restraining order, she cleaned out the house down
7 to the ceiling fans that were installed on the
8 roof, and you can see pictures -- on the ceilings.
9 She stole his furniture, his art, pictures,
10 everything in the house, basically.

11 Now, she claims she was so traumatized by
12 this supposed abuse event on December 14, 2009, but
13 what does she do the next day, December 15, 2009?
14 She cleans out her AmTrust account of \$96,000, and
15 you'll see the -- it's hard, Your Honor, it's not
16 speculation at this point.

17 And during the next week, she cleaned out
18 another \$15,000 from her AmTrust accounts. She
19 knew the jig is up. She knew the end game was
20 here. Besides these massive diversions of funds,
21 she also withdraws a lot of cash during the
22 marriage, and you'll hear the accountant speak
23 about the amounts of. And Dr. Wickholdt is going
24 to testify that she didn't pay cash, when they were
25 out and about.

1 The accountant was able to trace funds
2 that would originate in the Wachovia joint account,
3 and then be moved into her AmTrust account and
4 withdrawn. And you'll hear Ms. Gonzalez try to
5 play the victim here, but it's nothing but lies,
6 and there's no corroboration whatsoever. The
7 victim here is Dr. Wickholdt, who she bilked out of
8 thousands, hundreds of thousands of dollars, which
9 we may never see again.

10 Another fraud committed by Ms. Gonzalez
11 is, she opened up a Capital One credit card under
12 Dr. Wickboldt's name. When he discovered a
13 statement from the card, he reported as fraud
14 because he knew he didn't open up an account.
15 Again, Ms. Gonzalez intervened, and she undid the
16 fraud investigation, and has continued to rack up
17 charges on that card. You'll see the charges on
18 the card. We've obtained the account statements
19 from Capital One Bank, and you'll see the charges
20 are clearly hers. Dr. Wickholdt has never seen or
21 used the card.

22 She was paying for gas, meals, groceries,
23 and even a trip to Europe for her former lover,
24 Josef Wilblinger, all financed by Dr. Wickholdt.
25 She became so brazen she would write checks

1 directly to Joe Wilblinger, and we have the copies
2 of those checks, as well, Your Honor. She's even
3 submitted at her own deposition that she financed
4 at least \$4,400 to Joe Wilblinger, her former
5 lover, and we believe it's actually much more.

6 You're also going to see evidence of a
7 Will prepared by Ms. Gonzalez, and she's admitted
8 drafting it, which actually presupposes that
9 Dr. Wickholdt is passed. In fact, right before the
10 parties took a cruise to Alaska, she wrote the Will
11 and she took out four life insurance policies on
12 Dr. Wickholdt, forging his signature on three of
13 them, and encouraging Dr. Wickholdt, a recovering
14 alcoholic, to drink alcohol during the cruise. We
15 can only speculate what she was planning, but the
16 evidence is there.

17 In other documentation she refers to
18 Lloyd as a friend despite being married for over
19 six months. Ms. Gonzalez never viewed this as a
20 marriage. Ms. Gonzalez lied and defrauded
21 Dr. Wickholdt before, during and after this
22 marriage. She lied to induce him to marry her.
23 She deceived him about her age, identity, and
24 ability to have children, and used this marriage as
25 instrumentality to steal hundreds of thousands of

1 dollars from him. It was a marriage entered into
2 by her simply to enable to her to steal money, and
3 it was a marriage that Dr. Wickholdt would never
4 have entered into, if he knew then what he knows
5 now.

6 As soon as he discovered her true
7 identity and massive fraud, he has had nothing to
8 do with her from that day forward, except to seek
9 justice against her. We would ask the Court to
10 annul this shame of a marriage, to enter an order
11 awarding the small amount of assets his attorneys
12 have managed to freeze at AmTrust, about an \$11,000
13 IRA account; for her to return his automobile,
14 which he paid for and in his name, and you'll hear
15 more about it, which you saw; to order the sale of
16 her non-Homestead property which Dr. Wickholdt
17 financed for a number of years, and is probably the
18 sole asset she has hidden away, and with the
19 proceeds to go to Dr. Wickholdt, and to order that
20 the Capital One credit card be her liability, not
21 Dr. Wickboldt's, as that was part of her fraud; and
22 to afford any other relief to restore equity
23 between these parties to the extent allowed by law.

24 Thank you.

25 THE COURT: Thank you. Did you wish to make

1 an opening statement now or at the close of your
2 case?

3 MS. GONZALEZ: I, yes, I do have something to
4 say. I don't have an opening statement. I'm not
5 sure.

6 THE COURT: Opening statement would be this is
7 what the evidence is going to show.

8 MS. GONZALEZ: Right. Thank you, Your Honor.
9 What I have to say is that I am here because I want
10 a divorce from this man, from this man, who is an
11 abusive chronic alcoholic. This is not -- I'm not
12 saying this has a derogatory stipulation, it is
13 well documented that he's a chronic alcoholic and
14 addicted to prescription drugs.

15 I married this man on April 28, when he
16 asked me in marriage. I have never heard such
17 inflammatory and derogatory false accusations ever
18 in my life. I don't even know where to begin.
19 When I met Mr. Wickboldt --

20 THE COURT: Okay. This is what you're going
21 to be testifying to?

22 THE WITNESS: Um.

23 THE COURT: That's okay. I guess this is what
24 you're going to testify to.

25 MS. GONZALEZ: Can I say something else about

1 Mr. Wickboldt? First of all, Your Honor, when I
2 met Dr. -- Mr. Wickboldt he was working for a
3 medical company where he worked part-time. I had
4 no idea. Nobody knew exactly his past, obviously,
5 because of HIPAA laws. But he worked there for --
6 part-time, in three months, or four months, within
7 being there he all of a sudden walked out of the
8 job. I dated this man because he asked me to. I,
9 actually, I've always been a very independent
10 woman. I have my own property. I have money. I
11 have funds in the bank that I have saved my entire
12 life for. I have nothing to do with this. I'm a
13 decent human being, law abiding. I'm not a
14 criminal. The only criminal, I'm sorry to say, in
15 this court, is Mr. Wickboldt, who has a criminal
16 record for domestic violence.

17 And after 2008, he had a restriction
18 order in Orlando for domestic violence. I have
19 nothing to do with this man. This man was abusive.
20 I have been through a lot of pain and grief because
21 of his abusive behavior, because of his harassment.
22 He put his attorneys, his whatever it is that you
23 might call it, up to this defamatory, and calling
24 friends and telling them what a criminal I am.

25 I have no criminal record. I've never

1 been involved in any such thing. I only did during
2 those two and a half years of marriage, the only
3 thing I can testify to is that I helped him, that I
4 supported him while -- emotionally while he was
5 going through withdrawals, when he went twice
6 during the marriage he was sent to that
7 rehabilitation. I was there for him, even though
8 he had hit me. He had degraded me. I was there as
9 a loyal wife because I was raised that way and this
10 is how he pays me. This is all -- I don't know why
11 he's doing it. I don't what he's gaining out of
12 this, but I can tell you, I can assure you that
13 none of this is true. This is absolutely a lie,
14 and all I want is to be out of this divorce -- out
15 of this marriage. I want my divorce.

16 THE COURT: Okay. Thank you. Call your first
17 witness.

18 MR. ARAGONA: Your Honor, I would call Fred
19 Paul Schild to the stand.

20 THEREUPON,

21 FRED PAUL SCHILD,

22 Being by the Court first duly sworn, in answer
23 to questions propounded, was examined and testified as
24 follows:

25 THE WITNESS: Yes.

1 THE COURT: Thank you.

2 DIRECT EXAMINATION

3 BY MR. ARAGONA:

4 Q. Please state your name.

5 A. Fred Paul Schild.

6 Q. Mr. Schild, what is your occupation?

7 A. I work for Wells Fargo currently as a banker.

8 Q. And how long have you worked there?

9 THE COURT: Spell your last name, please.

10 THE WITNESS: S-C-H-I-L-D.

11 THE COURT: I'm sorry?

12 THE WITNESS: S-C-H-I-L-D.

13 THE COURT: Thank you.

14 BY MR. ARAGONA:

15 Q. How long have you worked for Wells Fargo Bank?

16 A. About six and a half years.

17 Q. And prior to it converting to Wells Fargo
18 Bank, did you work for Wachovia Bank?

19 A. Yes.

20 Q. And what is your position there?

21 A. I'm a licensed banker.

22 Q. Did you have an occasion to meet Dr. Wickholdt
23 in December 2009?

24 A. Yes.

25 Q. And would you briefly explain the

1 circumstances of that meeting?

2 A. He came in to look at his accounts to see what
3 the balances were and the transactions.

4 Q. And what was uncovered at that meeting?

5 A. He did not have too much money in the account,
6 not what he thought that should be in there.

7 Q. What did he expect was going to be in the
8 account?

9 A. If I remember correctly, it was over \$200,000,
10 is what he was expecting to be in the account, a joint
11 account.

12 Q. Did he request you to obtain his bank account
13 records for him?

14 A. He did.

15 Q. And did you do that?

16 A. Yes.

17 MR. ARAGONA: May I approach the witness, Your
18 Honor?

19 THE COURT: You may.

20 BY MR. ARAGONA:

21 Q. I want to show you a large folder of bank
22 account statements and canceled checks and withdrawal
23 slips. I don't want you to look through every page, but
24 would you please review this, and let me know if those
25 are the records you supplied for Dr. Wickholdt?

1 A. They are. They even have my name on them.

2 Q. Where is your name?

3 A. On the bottom here as the requester from the
4 bank. Some of them looks like I printed out, and some
5 of them looks like, the bulk of them because there was
6 so many, I had them, I guess, I mailed them to his home
7 address.

8 THE COURT: These are from when to when?

9 THE WITNESS: Excuse me, the statements?

10 THE COURT: Yeah, beginning from what date and
11 through what period.

12 THE WITNESS: Are these in order?

13 MR. ARAGONA: I believe so.

14 THE WITNESS: Looks like the first one was
15 January 26, 2010.

16 BY MR. ARAGONA:

17 Q. They're in order backwards.

18 A. And then the last one. Sorry, I have to get
19 to the front page of it.

20 Q. If I can refresh your recollection, do you
21 recall them being from January 2007?

22 A. Yeah, it's from December 22 -- sorry
23 December 22, 2006, until February 22, 2010.

24 Q. And were these records made and kept in the
25 course of the regularly conducted business activity of

1 the bank?

2 A. You mean kept by the bank?

3 Q. Yes.

4 A. Yes.

5 Q. Are these records routinely made and kept in
6 the course of business in the bank's usual practice?

7 A. Yes.

8 Q. Are these records made at or near the time of
9 the events that they record?

10 A. They're all monthly statements, so whatever
11 the end of the month, yeah.

12 Q. Are these records made by people with
13 knowledge or for information transmitted by a person
14 with knowledge who reported such knowledge in the
15 regular course of business, to your knowledge?

16 A. Layman's terms maybe?

17 Q. Are these records made by people who know what
18 they're transcribing for the record?

19 A. I mean, they are the regular bank statements
20 that the banks produce every month that has all the
21 activities; withdrawals, debits, credits, cash, checks.

22 MR. ARAGONA: I'd like to mark this binder as
23 Exhibit 1 and offer it into evidence.

24 THE COURT: Whose account is it?

25 THE WITNESS: Lloyd Wickboldt and Julie

1 Gonzalez at 840 Virginia Garden Drive, Boynton
2 Beach, Florida 33435.

3 THE COURT: Do you have any questions before I
4 rule on the motion? They want to introduce,
5 they're seeking to introduce the joint account
6 activity records from September 2006 through
7 February 2010.

8 MS. GONZALEZ: Well, we had a joint account.
9 Actually --

10 THE COURT: Are you objecting to the Court
11 seeing that?

12 MS. GONZALEZ: I'm not sure. But I have a
13 question. I wanted to know since you are a banker,
14 Mr. Wickboldt had the account, and I was added to
15 his account, wouldn't he had been able to at
16 least -- wouldn't he -- was he required to give
17 permission for me to join an account -- a joint
18 account, or can I just jump into an account with
19 someone that didn't want me to be part of it?

20 THE COURT: Is it a true joint account where
21 both parties were free to --

22 THE WITNESS: Yeah.

23 THE COURT: -- deposit or withdraw funds?

24 THE WITNESS: It was a joint account, so
25 anybody could put money in or out.

1 THE COURT: And I think she's asking could he
2 have -- are you asking if he could put you on
3 without your knowledge?

4 THE WITNESS: No, or if I just go to Wachovia.

5 THE COURT: She wants to know who is
6 authorized to use the account.

7 THE WITNESS: Yes, they both were.

8 MS. GONZALEZ: Exactly. And my question is:
9 Could I have just walked in Wachovia, and say, I'm
10 Julie Gonzalez and I want to joint this account
11 or --

12 THE WITNESS: No, you'd both be there.

13 MS. GONZALEZ: Exactly. We would be both
14 there; right?

15 THE WITNESS: Correct.

16 MS. GONZALEZ: We would both need to present
17 identification in order to be on the account.

18 MR. ARAGONA: This is Exhibit Number 1, Your
19 Honor.

20 THE COURT: Number 1 is admitted.

21 MR. ARAGONA: Your Honor, I have some more
22 questions of Mr. Schild.

23 BY MR. ARAGONA:

24 Q. What I'd like to show you, Mr. Schild, are
25 some records that I will represent to the Court are

1 taken from that binder of the Wachovia Bank account, and
2 I'll show Ms. Gonzalez, as well. And I'd like to mark
3 these as Exhibits 2 and 3.

4 MR. ARAGONA: Is the court reporter going to
5 mark the exhibits, how are we going to proceed?

6 THE COURT: I don't know what the contractual
7 agreement with the court reporter is.

8 (Discussion between the court reporter and
9 counsel.)

10 BY MR. ARAGONA:

11 Q. Mr. Schild, do you have a pen?

12 A. I do not.

13 Q. I'm going to provide you with one. I'm going
14 to ask you to mark on these. I'm going to show you,
15 I'll get the pen first, what I'm going to be marking as
16 Exhibit 2 and 3. Here you are.

17 Do you recognize those exhibits?

18 A. Yeah, they're old Wachovia statements.

19 Q. Are those similar to the ones that are in that
20 binder?

21 A. Yes, they are replacement statements.

22 Q. I'm going to ask you to look at the August 23,
23 2008, through 9/23/2008, statement?

24 A. Okay.

25 Q. And you see there four items down, 9/12,

1 there's an automated credit of \$2,528.34?

2 A. Yes.

3 Q. I'd like you to mark that with a number 1 next
4 to it, please.

5 A. Okay.

6 Q. And on 9/22, there's two automatic automated
7 credits one for \$1,320 and one for \$5,280?

8 A. Yeah.

9 Q. And I'd ask you to mark a number 2 next to
10 each of those.

11 A. 1,320 and 5,280; right?

12 Q. Correct. Now on the next page --

13 A. I'm sorry, I'm sorry, number 1 or number 2?

14 Q. Number 2 on each of those.

15 A. Got you.

16 Q. I'm trying to trace these funds, and I'm
17 starting with you.

18 A. Okay.

19 Q. We're going to move AmTrust through another
20 witness. On the second page there, there's some
21 withdrawals and service fees. There's some items that
22 say 0.00 inquiry, for example, on 9/12; do you see that?

23 A. Yes.

24 Q. And on 9/17, 9/18 and 9/19 there's four more
25 of those; correct?

1 A. Yes.

2 Q. What are those items?

3 A. That means that somebody went to those
4 branches, it actually has the branch address after it,
5 and did an inquiry to see what the balance was in the
6 account.

7 Q. Okay. Can you tell who did that?

8 A. Offhand, I cannot tell, but I'm -- I know that
9 back at the bank, if it's needed, you know, it's from a
10 couple years ago at Wachovia, but they should be able to
11 pull which ATM card was used to make those inquiries.

12 Q. On 9/12, I'd like to mark that with a number
13 1, as well. It says an account withdrawal for \$2,500?

14 A. Mark that with a 1?

15 Q. With a 1. And then I'd like you to turn past
16 the statement to the second to last page, and what is
17 that?

18 A. Second to last page of the statement or of
19 this document?

20 Q. No, of the document.

21 A. It's the last page of the statement.

22 Q. You don't have a --

23 A. I'm sorry, I'm on the wrong page. Sorry.

24 Q. 2,500?

25 A. Yeah, it's a check -- it's a withdrawal slip.

1 Q. And the amount?

2 A. For \$2,500 for Julie Gonzalez.

3 Q. And does that show that Ms. Gonzalez withdrew
4 \$2,500 from that account on 9/12/08?

5 A. Yes.

6 Q. And how would that withdrawal have been made,
7 can you tell?

8 A. Cash.

9 Q. That's a cash withdrawal?

10 A. Yes. Now --

11 Q. Yeah.

12 A. -- it could be turned into a cashier's check
13 after you get the cash, but it's a cash withdrawal.

14 Q. It's still the same as cash either way;
15 correct?

16 A. Yes.

17 Q. Now, I want you to go to page 3 of the
18 statement, and that's dated 9/23, the one transaction?

19 A. The account withdrawal \$6,300, yes.

20 Q. I would like you to mark a 2 next to that.

21 Now, again, going to the page before on page 2
22 of the statement, do you see on 9/17, twice, and on
23 9/18 and on 9/19 there's account balance inquiries; is
24 that correct?

25 A. Correct.

1 Q. And then I'd like you to go to the last page
2 of the document. What does that show?

3 A. That is also a withdrawal slip for \$6,300 from
4 Ms. Gonzalez.

5 Q. And again, that would be a cash or cashier's
6 check withdrawal?

7 A. Yes.

8 Q. Okay. I'd like you to look at Exhibit 3, and
9 I'd like you to look down on the first page of the
10 statement, on 10/21 and 10/22 there's no automatic
11 credit deposits; do you see those?

12 A. Yes. I'm going to bring one thing up because
13 it's the different dates. The date of the check is
14 9/21, that's because the cutover time at the bank is
15 4:00 o'clock, and it was done at 4:09.

16 Q. Okay.

17 A. So when it was stamped 9/23, that's because
18 they were on the weekend.

19 Q. That's just when --

20 A. It was on a weekend.

21 Q. I see.

22 A. Okay.

23 Q. I'd like to draw your attention to Exhibit 3,
24 please.

25 A. Okay.

1 Q. And there's three transactions on 10/21 and
2 10/22, the automatic automated credit; do you see those?

3 A. On 10/20, this is Exhibit 2?

4 Q. Exhibit 3.

5 A. Three, on 10/11.

6 Q. On the first page, 10/21 and 10/22.

7 A. Yes.

8 Q. What are the amounts of those automated
9 credits?

10 A. \$2,528.34, and 10/22 is \$1,320.

11 Q. And on the second 10/22?

12 A. The second 10/22 is \$5,280.

13 Q. I'd like you to write a number 3 next to each
14 of those transactions, and I would like to turn your
15 attention to the next page, page 2, of the statement.

16 A. Okay.

17 Q. And you'll see down -- well, again, on
18 10/16 those are balance, or 10/14 and 10/16, there's two
19 balance account inquiries; is that correct?

20 A. Correct.

21 Q. And then on 10/21 there's a counter withdrawal
22 for 1,845?

23 A. Yes.

24 Q. Can you mark a three next to that, please.
25 And on 10/23, just down, there's a counter withdrawal

1 for 6,300?

2 A. Yes.

3 Q. Would you write a three on that, please.

4 A. Yes.

5 Q. And then I want you to go to the last two
6 pages. Again, the second to last page first, and then
7 the next page, and tell me what those documents are.

8 A. The second to last is a withdrawal for \$1,845
9 on October 21, by Ms. Gonzalez. And then the last page,
10 was \$6,300 also by Ms. Gonzalez on 10/23.

11 Q. And I would just like you to recall back to
12 the date you met with Dr. Wickholdt, what did you
13 observe as far as his demeanor or his state of mind on
14 that date?

15 A. Shocked. He was surprised. He wanted me to
16 tell him where the money was, and it was never -- there
17 was no way for me to do that, because it was never part
18 of -- I couldn't view where, you know, cash is going.

19 Q. Where the money went?

20 A. Right.

21 MR. ARAGONA: Thank you. I have no further
22 questions.

23 THE COURT: Cross examine.

24 MS. GONZALEZ: Your Honor, first of all, I've
25 never received any of those, that book that you

1 have there. I'm not sure, I mean, he gave me this,
2 can this be --

3 THE COURT: I don't think he prepared the
4 book.

5 MS. GONZALEZ: So I would have to have it. I
6 have no right to see it beforehand?

7 THE COURT: You can go look at the book. It's
8 in evidence.

9 MS. GONZALEZ: I see. No, that's fine.

10 THE COURT: It's supposed to be the bank
11 statements of your joint account from September 21,
12 2006, through February 22, 2010.

13 THE WITNESS: Looks like there's copies of
14 checks in here also.

15 MS. GONZALEZ: Right.

16 THE COURT: With the copies of checks, account
17 activity in the joint account that you and the
18 doctor had.

19 MS. GONZALEZ: All I have to say is, that
20 yes --

21 THE COURT: Do you have any questions of him?

22 MS. GONZALEZ: No. I'm not sure I can -- I
23 don't really know.

24 MR. ARAGONA: Is that a no?

25 THE COURT: You can step down, sir. Thank

1 you. You can just leave the exhibit right there.

2 MR. ARAGONA: Your Honor, I'd like to move
3 Exhibits 2 and 3 into evidence.

4 THE COURT: Admitted.

5 MR. ARAGONA: Your Honor, as exhibits are
6 admitted into evidence, do you want them in front
7 of you so you can view them, or how do you want to
8 proceed?

9 THE COURT: I can look at 2 and 3. I
10 certainly can't go through that whole book.

11 MR. ARAGONA: May I approach? Yeah,
12 Exhibit 1, I just wanted to get the entire records
13 in there. As I'm marking exhibits, I'll hand them
14 to the Court or to the bailiff. These are exhibits
15 2 and 3 into evidence.

16 THE WITNESS: Can this witness be excused?

17 MR. ARAGONA: Yes.

18 THE COURT: You're free to go, sir.

19 (Witness excused.)

20 MR. ARAGONA: My next witness I would call,
21 John Smith.

22 THEREUPON,

23 JOHN SMITH,

24 Being by the Court first duly sworn, in answer
25 to questions propounded, was examined and testified as

1 follows:

2 THE WITNESS: I do.

3 THE COURT: That's your real name?

4 THE WITNESS: John Bryson Smith, yes.

5 DIRECT EXAMINATION

6 BY MR. ARAGONA:

7 Q. Mr. Smith, would you please provide a brief
8 overview of your educational and professional experience
9 for the Court?

10 A. Well, I'm a licensed CPA in the State of
11 Florida since about 1986. I went to college at McGill
12 in Montreal, bachelor's of economics. Attended Albany
13 State University, worked as a division controller for
14 Tyco for several years. And then when I went into
15 private practice, which I've been doing for the last 20
16 years or so.

17 Q. And did you have occasion to review the binder
18 that's been entered into, Exhibit 1, as well as other
19 banking records in this case?

20 A. Yes.

21 Q. And what records did you review?

22 A. The record, the Wachovia Bank records from
23 approximately April 2007 to 2010. And there were
24 AmTrust Bank records from approximately the same period,
25 and also two BankUnited accounts from approximately the

1 same period of time.

2 Q. And let's start at the beginning. In January
3 of 2007, did you see any assets or monies that were
4 owned by Ms. Gonzalez?

5 A. Yes. There was a 35,000-dollar CD and there
6 was approximately --

7 THE COURT: What was the date on that? I'm
8 sorry.

9 THE WITNESS: Approximately, April 2007.

10 THE COURT: That's when it was purchased?

11 THE WITNESS: No, it just existed at that
12 time. I don't know. It was in her name and it had
13 existed at that time.

14 THE COURT: You don't know when it was
15 purchased?

16 THE WITNESS: No, I don't.

17 THE COURT: This was in April of?

18 THE WITNESS: 2007.

19 THE COURT: Thank you.

20 MR. ARAGONA: In April.

21 BY MR. ARAGONA:

22 Q. And what did you find at the end of your
23 analysis?

24 A. You mean balances in the bank or --

25

1 Q. Yes, as far as the accounts.

2 A. It looked like in the AmTrust accounts there
3 were approximately \$25,000 left in the AmTrust accounts,
4 after she had taken whatever she took out, of the
5 records that I had. And then in the Wachovia account,
6 he ended up closing the account at the end.

7 Q. There's no funds?

8 A. Back to zero, yeah.

9 Q. In your review of these various account
10 documents, did you find anything unusual?

11 A. Well, there was a lot of flow back and forth
12 between quite a few bank accounts, and I'm really not
13 used to seeing that for an individual, banks, individual
14 bank accounts.

15 Q. And what kind of flow did you see?

16 A. Can I look at my notes here?

17 Q. Of course.

18 A. Into the AmTrust Bank accounts they were in
19 her name only. I saw flows of \$583,000 going into her
20 various bank accounts.

21 Q. And what was the source of those funds, if you
22 can tell?

23 A. As far as I could tell, it was generally it
24 came out of the Wachovia Bank, which was a joint account
25 from --

1 Q. Go ahead.

2 A. -- which is a joint account between Lloyd
3 Wickboldt and Julie Gonzalez.

4 Q. Did you see any income that Ms. Gonzalez had
5 that was generated by herself?

6 A. There was some rental income. It was -- for
7 the period of time it was \$41,000 in rental income on
8 the property, and I think it was Hollywood.

9 Q. She had rental income, where was that income
10 deposited?

11 A. Into the BankUnited bank account.

12 Q. Now, you also viewed expenses paid upon that
13 property; did you not?

14 A. Correct, I did.

15 Q. How were the expenses paid on the property?

16 A. Well, they were -- the expenses by check were
17 paid either out of her AmTrust accounts or out of the
18 joint Wachovia account.

19 THE COURT: Just for my edification, Wachovia
20 account has been testified by Mr. Smith as the
21 joint account.

22 MR. ARAGONA: Mr. Schild.

23 THE WITNESS: Yes.

24 THE COURT: Which had Lloyd and Julie Gonzalez
25 as the owners of the account.

1 THE WITNESS: Correct.

2 THE COURT: The AmTrust account, whose account
3 was that?

4 THE WITNESS: Just Julie Gonzalez.

5 THE COURT: She was the only person that was
6 authorized to --

7 THE WITNESS: She was the only person on the
8 bank account name and on statements.

9 THE COURT: Listed as Julie Gonzalez?

10 THE WITNESS: Yes.

11 MR. ARAGONA: Actually, Your Honor, just for
12 clarification, the name on the AmTrust account is
13 Julia M. Gonzales with an S at the end, instead of
14 a Z.

15 BY MR. ARAGONA:

16 Q. So how much monies from the beginning of your
17 view to the end did Ms. Gonzalez contribute towards the
18 final amount besides the rental income?

19 A. And besides the beginning amount?

20 Q. Yes.

21 A. There was some interest that she earned of
22 approximately \$7,000 on the AmTrust accounts in her
23 name.

24 Q. And that's all?

25 A. As far as I could tell, that's all.

1 Q. Now, you heard Mr. Schild testify regarding
2 the Wachovia Bank account records, and those records
3 were reviewed in your analysis; correct?

4 A. Correct.

5 MR. ARAGONA: Now, I want to show, if I can
6 approach, and have Exhibit 2 and 3 back. May I?
7 Thank you.

8 BY MR. ARAGONA:

9 Q. I want to show you Exhibits 2 and 3, which
10 have already been admitted into evidence, and I want to
11 note the 1, 2 and 3 numbers, and review them, and ask --
12 let me know if those were used in your analysis.

13 A. Well, I'm sure they were. Because I traced
14 every, every item through the bank, through the Wachovia
15 Bank account and through the AmTrust with the statements
16 I had, so...

17 Q. And so would you be able to, if I show you,
18 which I'm about to do, AmTrust statements, would you be
19 able to trace those funds that came out of that Wachovia
20 account into the AmTrust account?

21 A. Well, the money that came out of the Wachovia
22 account was generally cash or certified check.

23 Q. Right.

24 A. And quite often, the money that went into
25 AmTrust wasn't exactly that amount. There may have been

1 a hundred dollars taken or 200, or whatever.

2 Q. So there would be some cash?

3 A. Sometimes it wasn't the exact same dates.

4 Q. It would be cash unaccounted for, is that what
5 you're saying?

6 A. I'm saying I didn't know where the cash came
7 from; occasionally, there was one that was exactly the
8 same amount on exactly the same day or a day later.

9 Q. I'm going to show you bank statements that I'm
10 marking as Exhibits 4, 5, and 6.

11 THE COURT: I just need to take a two-minute
12 recess.

13 MR. ARAGONA: Certainly.

14 THE BAILIFF: Court will be in recess for two.

15 (A short break.)

16 MR. ARAGONA: I want to show you what I've
17 marked for identification --

18 THE COURT: Do you have copies for the Court?

19 MR. ARAGONA: -- as Exhibits 4, 5, 6. Your
20 Honor, I typically don't do that until they're
21 entered into evidence.

22 THE COURT: Okay, that's fine.

23 MR. ARAGONA: I'd like you to sort of have
24 the --

25 THE COURT: It's easier for me to follow, if I

1 have it.

2 BY MR. ARAGONA:

3 Q. Do you recognize Exhibits 4, 5 and 6?

4 A. Yes. They're AmTrust Bank statements.

5 Q. And are these amongst the statements that you
6 reviewed in your analysis?

7 A. Yes.

8 Q. And I want you to look at the Wachovia Bank
9 statements, which you've already testified that you've
10 used in your analysis, and with the numbers beside them
11 and the dates, see if you can trace those funds and
12 these other statements into the AmTrust Bank accounts.

13 A. 9/22.

14 Q. I would point first to Exhibit 3, on 9/12,
15 there's a customer deposit for \$2,400. Do you see that?

16 A. On Exhibit 3, what date?

17 Q. 9/12.

18 A. It's Exhibit 2, but 2,528?

19 Q. That's the amount that was deposited into the
20 Wachovia account. Now, I'm asking you to look at the
21 AmTrust account dated 9/16/08.

22 A. Okay.

23 Q. Do you see the customer deposit there for
24 \$2,400?

25 A. I see \$2,400, yes.

1 Q. Yes. And does that correlate to the amount
2 that was taken out of the Wachovia account at that time?

3 A. Oh, I see, it's on the next page, \$2,500 was
4 taken out of Wachovia on 9/12, and \$2,400 was deposited
5 into AmTrust on 9/12.

6 Q. So except for a little bit of missing cash, as
7 you've testified to, that seems to trace those funds
8 that were withdrawn out of the Wachovia account?

9 A. That's pretty much the way it went, yes.

10 Q. And that's indicative of what you saw in your
11 review of these records, that funds would be removed
12 from Wachovia as soon as they hit, and then they would
13 be deposited into the AmTrust account, maybe minus a few
14 hundred dollars here and there?

15 A. Yes, and it wasn't -- it was apparently cash
16 or certified check. It wasn't just a check written from
17 one account to the other.

18 Q. Right. Now, looking at the 10/16/08 AmTrust
19 statement, you see on 9/23 a customer deposit of \$6,200?

20 A. Yes.

21 Q. And would you please look at the corresponding
22 Wachovia statements, see if you can trace that fund to
23 the Wachovia account?

24 A. 9/23, there was a \$6,300 withdrawal from the
25 Wachovia joint account; and 9/23 there was a deposit of

1 \$6,200 into the AmTrust account, which is Julie's
2 account alone.

3 Q. I'm not going to go through any more
4 statements with you, but this was just a sample to show,
5 and this is typical of the finding that you found
6 reviewing all these account statements; is that correct?

7 A. Correct.

8 Q. And again, you've testified that you saw a
9 flow of \$570,000 in between, or out of the Wachovia
10 joint account, and into the AmTrust account?

11 A. I saw a flow into the AmTrust accounts of
12 \$583,000.

13 THE COURT: From what period to what period,
14 sir?

15 THE WITNESS: From February 2007 through
16 approximately January, February 2010.

17 THE COURT: Thank you.

18 BY MR. ARAGONA:

19 Q. Now, much of the monies that were -- that
20 ended in Ms. Gonzalez' sole AmTrust account were taken
21 out of the Wachovia account into there, but was there
22 another source of funds that contributed to the AmTrust
23 balance?

24 A. Just the rental income as far as I could tell,
25 but that went into a BankUnited.

1 Q. What about direct deposit of Massachusetts
2 Mutual Disability Insurance checks?

3 A. Yes, yes. Money came in, checks came in from
4 the Massachusetts Mutual.

5 Q. And how much checks were deposited directly
6 into the AmTrust account from the Mass. Mutual checks?

7 A. \$271,899.80.

8 Q. And so those checks were never deposited into
9 Wachovia joint account; correct?

10 A. No.

11 Q. They were deposited directly into
12 Ms. Gonzalez' sole account at AmTrust; correct?

13 THE COURT: Are you talking about part of
14 570,000 you're talking about, or is this a separate
15 part?

16 THE WITNESS: No. It's part of the flow into
17 the AmTrust.

18 BY MR. ARAGONA:

19 Q. Now, did you, in your analysis, find any
20 instances where funds were withdrawn out of Wachovia but
21 were not immediately deposited into AmTrust?

22 A. Yes.

23 Q. And what would happen in those cases?

24 A. Sometimes as best I could tell, they would
25 come back into AmTrust maybe two months later; sometimes

1 I couldn't tell where they came in, if they came in.

2 Q. Now, to be fair, the account at AmTrust was
3 used to pay certain bills from Ms. Gonzalez and even for
4 Mr. Wickboldt; is that correct?

5 A. Correct.

6 Q. Now, but besides those obvious bills, how much
7 did you find as far as cash that was withdrawn, and
8 funds transferred to AmTrust that were then moved and
9 then removed, or other questionable type of activity?

10 A. I saw \$78,000 went out to cash, and I don't
11 know where it went, but it went out to cash. I saw
12 10,278 went out to a Bank of America account.

13 Q. And do you know who was --

14 A. I believe that was Julie Gonzalez' account;
15 14,000 went out to a Town and Country right near the
16 end, in 2010. I don't know what Town and Country was;
17 22,000 went out that I couldn't tell where it went, what
18 account it went to, or anything, I couldn't tell.

19 Q. Untraceable at that point?

20 A. Right.

21 Q. Did you find payments made directly to Josef
22 Wilblinger?

23 A. Yes, I found 2,350 came out of the AmTrust
24 accounts.

25 Q. And those are checks directly to Josef

1 Wilblinger?

2 A. Wilblinger, yes.

3 Q. During what period?

4 A. Well, this is from April 2010 to March 2010.
5 I'd have to go back to the real detail to find out when
6 it actually happened within that time frame.

7 Q. So adding up, you said it was about \$78,000 of
8 cash, and, oh, before I even get further, I want to show
9 you another exhibit.

10 MR. ARAGONA: And I would also move Exhibits
11 4, 5 and 6 into evidence.

12 THE COURT: Any objections to 4, 5, and 6?

13 MS. GONZALEZ: Yes, Your Honor. I have a
14 question actually for this young man.

15 THE COURT: You're going to be able to cross
16 examine this witness.

17 MS. GONZALEZ: Oh.

18 THE COURT: Do you have any objection to the
19 exhibits, which are bank records?

20 MS. GONZALEZ: I'm not sure. I don't know.

21 THE COURT: Admitted without objection.

22 MR. ARAGONA: I want to show you next, and I'm
23 going to give those documents to the Court, but I'm
24 marking as Exhibit 7, it's a composite exhibit.

25

1 BY MR. ARAGONA:

2 Q. Do you see that document, sir?

3 MR. ARAGONA: Your Honor, may I approach?

4 THE BAILIFF: I'll take them. Thanks,

5 Counsel.

6 BY MR. ARAGONA:

7 Q. Do you recognize, just look through them, do
8 you recognize these records as part of the records that
9 you reviewed during your analysis of this case?

10 A. Yes.

11 Q. And on page 1, what does that show?

12 A. It's a withdrawal slip from AmTrust Bank for
13 \$96,000.

14 Q. And what's the date of that?

15 A. December 15, 2009.

16 Q. Do you know what happened with those funds?

17 A. Well, the withdrawal slip said 50,000 went to,
18 I believe, it's another AmTrust account, 2072,
19 39,000 went to a different AmTrust account 1942.

20 THE COURT: What's the date on that? I'm
21 sorry.

22 THE WITNESS: December 15, 2009, and then
23 another 12,000 went to another AmTrust account
24 7121.

25

1 BY MR. ARAGONA:

2 Q. Now, you were able to trace the origin of that
3 \$96,000 as belonging to Dr. Wickholdt, or being
4 originated out of either his electronic fund
5 disbursements from the disability companies, and the
6 direct checks that were deposited into an AmTrust
7 account; is that correct?

8 A. Yes. It was an accumulation in the 7132
9 account.

10 Q. Now, on page 4 of this exhibit, do you see
11 that check, that's a Mass. Mutual check?

12 A. Page 4?

13 Q. Yes. There's a check from Mass. Mutual. I
14 think it's page 4, fourth page.

15 A. Okay, yes, I see it.

16 Q. And what's the date of that check?

17 A. Dated December 1, 2009.

18 Q. And what's the amount of that check?

19 A. \$11,152.75.

20 Q. And is that typical of the checks that you
21 reviewed that were deposited directly into Ms. Gonzalez'
22 sole account at AmTrust?

23 A. Yes, I saw it recurring.

24 Q. Was that the last check that you saw, if you
25 recall for the time period?

1 A. I don't recall that -- that was the last one,
2 but it's near the end. Near the final date.

3 Q. And I want you to look to the next page, and
4 this is another withdrawal slip from AmTrust Bank dated
5 12/15/2009?

6 A. Correct.

7 Q. And how much was withdrawn in that case?

8 A. \$6,533.92.

9 Q. And that's the same day as that 96,000-dollar
10 withdrawal --

11 A. Yes.

12 Q. -- correct?

13 A. Correct.

14 Q. And I want you to look at the next page. And
15 that would be a withdrawal slip dated 12/17/09 in the
16 amount of \$9,000; is that correct?

17 A. Correct, 12/17/2009.

18 Q. And 3,000 went to cash and \$6,000 was payable
19 to a check; is that right?

20 A. It says official check \$6,000.

21 Q. Okay. And on the next page, that's another
22 deposit -- or withdrawal slip, from Ms. Gonzalez;
23 correct?

24 A. Correct.

25 Q. And what is the date of that and the amount?

1 A. December 24, 2009.

2 Q. So what was your analysis of the amount of
3 funds that originated with Dr. Wickboldt that was either
4 questionable, or went to cash, or ultimately went to
5 Ms. Gonzalez?

6 A. The total?

7 Q. Yes, and you can tell us by category.

8 A. Okay. I had --

9 Q. You said there was \$78,000 in cash, roughly?

10 A. There was, yes, 78,000 cash; there was \$13,700
11 paid for the Miramar house; there was \$10,000 that went
12 to Bank of America; 14,400 that went to Town and
13 Country; 22,000 that I couldn't tell where it went;
14 \$2,300 going to Wilblinger, and then she paid some
15 consultants \$11,000.

16 Q. And plus, these funds that she withdrew out of
17 the AmTrust Bank; correct?

18 A. Yes.

19 MR. ARAGONA: Okay. I have no further
20 questions.

21 THE COURT: Okay. Now, you may ask questions
22 of the witness.

23 MS. GONZALEZ: Yes, I have a few questions for
24 you.

25

CROSS EXAMINATION

1
2 BY MS. GONZALEZ:

3 Q. You mentioned earlier --

4 THE COURT: Can you speak a little louder,
5 please?

6 BY MS. GONZALEZ:

7 Q. You mentioned earlier that you had never seen
8 some sort of movement between accounts. Can you be more
9 specific, and tell me which accounts were you talking
10 about? Were you talking about Wachovia and my checking
11 account with AmTrust?

12 A. I was talking in general, that normally I
13 don't see that much, first of all, I usually don't see
14 that many accounts.

15 MR. ARAGONA: How many accounts did you
16 have -- she have? Excuse me.

17 THE WITNESS: I don't normally see that many
18 accounts, and usually I don't see transfers of cash
19 from one account to the other, that many, on a
20 regular basis.

21 BY MS. GONZALEZ:

22 Q. Well, if you are referring to the account, and
23 this is what I'm trying to get at, if you're referring
24 to the account from Wachovia, which was a joint account
25 to my personal account, if you're say -- if this is what

1 you're trying to say that you've never seen such a
2 movement of funds, I can --

3 MS. GONZALEZ: Can I respond to that, Your
4 Honor?

5 THE COURT: Well --

6 MR. ARAGONA: I would object while he's
7 testifying.

8 MS. GONZALEZ: No, I just want to clarify
9 something.

10 THE COURT: You can if you know how to frame
11 it as a leading question.

12 THE WITNESS: Okay.

13 THE COURT: You could get a response in that
14 fashion, you want a response from him? Are you
15 talking about -- I guess the first question is --

16 MS. GONZALEZ: Right. Did you answer that
17 question?

18 THE COURT: The first question is, are you
19 referring only --

20 MS. GONZALEZ: To the --

21 THE COURT: -- Wachovia to AmTrust transfers,
22 or are you talking about transfers to other banks,
23 as well?

24 MS. GONZALEZ: Thank you, your Honor.

25 THE WITNESS: The latter. I'm talking about

1 transfers from Wachovia to AmTrust, and then
2 transfers back and forth within AmTrust, and then
3 transfers back to Wachovia.

4 THE COURT: Okay.

5 MS. GONZALEZ: Okay.

6 THE WITNESS: All done with cashier's checks
7 or cash, as far as I can tell.

8 MS. GONZALEZ: Normally it was cash. And this
9 was --

10 MR. ARAGONA: Objection, she's testifying.

11 THE COURT: You're going to get a chance to
12 testify, but do you have any questions for him?

13 MS. GONZALEZ: Yes, I have another question.

14 BY MS. GONZALEZ:

15 Q. It was about the various accounts that you
16 were talking about. I also have a question in reference
17 to -- I'm sorry, let me see -- in reference to an amount
18 here that shows customer deposit \$2,400 and \$100 was
19 missing. You said that originally it was \$2,500, I did
20 that in plain view.

21 MS. GONZALEZ: I don't know if this is
22 testifying, Your Honor. I'm not an attorney.

23 MR. ARAGONA: It's testifying. I object.

24 MS. GONZALEZ: I'm not an attorney, so if that
25 is the reason why -- this is something --

1 MR. ARAGONA: Objection.

2 THE COURT: Overruled.

3 MS. GONZALEZ: Overruled?

4 THE COURT: Did you see her make a withdrawal?

5 THE WITNESS: No, I did not see her make it.

6 I just saw it on paper.

7 THE COURT: He wouldn't know what she did with
8 it.

9 MS. GONZALEZ: Right. So in order for me to
10 say, to respond to this --

11 THE COURT: You're going to get a chance to
12 testify to say what -- whether you're the one who
13 took the money out. In other words, you're going
14 to get an opportunity, if you have witnesses, call
15 them, they can testify. I think that's the first
16 question you probably want to ask.

17 On this Wachovia account and on the
18 AmTrust account, did she write checks on those;
19 would that be correct?

20 THE WITNESS: On the Wachovia it was a
21 checking account, yes.

22 THE COURT: Was the AmTrust checking also?

23 THE WITNESS: Yes, the major account was a
24 checking account.

25 THE COURT: Okay.

1 MS. GONZALEZ: Okay.

2 THE COURT: In your search of those accounts,
3 in addition to the withdrawals that went to
4 AmTrust, were there also checks to pay phone bills,
5 tax bills, credit card bills and that, first from
6 the Wachovia account?

7 THE WITNESS: Yes.

8 THE COURT: And were there also from the
9 AmTrust account?

10 THE WITNESS: Yes.

11 THE COURT: Thank you.

12 MS. GONZALEZ: May I ask him a question?

13 THE COURT: Go ahead.

14 BY MS. GONZALEZ:

15 Q. Could you look on page, let's see, I don't
16 know which one it is. It's --

17 THE COURT: They're numbered.

18 BY MS. GONZALEZ:

19 Q. -- 9/16/08, the date, and on page 5 out of 6,
20 I guess, 5 out of 6.

21 A. I don't have -- which exhibit? I only have
22 Exhibit 7.

23 THE COURT: There should be numbers. See
24 these numbers down at the bottom?

25 THE WITNESS: Well, I'm just giving her the

1 exhibit that --

2 THE COURT: Oh, she doesn't have the numbers.

3 MR. ARAGONA: She can mark them herself.

4 MS. GONZALEZ: Okay. What is this? I don't
5 know.

6 THE WITNESS: What he showed to me.

7 THE COURT: Which one are you looking at,
8 AmTrust or Wachovia?

9 MS. GONZALEZ: AmTrust.

10 THE COURT: The one for 9/16/08?

11 MS. GONZALEZ: Yes.

12 THE COURT: Okay. On page --

13 MS. GONZALEZ: On page 5.

14 THE COURT: Do you have that one?

15 THE WITNESS: No.

16 THE COURT: I think I have it up here.

17 THE WITNESS: I think you have it, yes, sir.

18 MS. GONZALEZ: Can I ask a question?

19 THE COURT: Hand this to the witness, please.
20 Can you give this to the witness?

21 THE BAILIFF: Yes, sir.

22 THE WITNESS: Okay. I have Exhibit 4.

23 BY MS. GONZALEZ:

24 Q. Okay. Exhibit 4.

25 Okay. Can you tell me --

1 A. Which page are you on?

2 Q. Oh, five, five out of six.

3 A. Is this the one with three checks on it or
4 the --

5 Q. No. It has a bunch of checks.

6 THE COURT: You can approach him and show him
7 what you're looking at.

8 THE WITNESS: Okay.

9 BY MS. GONZALEZ:

10 Q. You found it?

11 A. Five of six?

12 Q. Five of six.

13 A. Dated 9/16/2008? Okay.

14 Q. Okay. The first check on top for \$100, what
15 is the name on that check written to?

16 THE COURT: Payee.

17 THE WITNESS: Payee is a Marvin Freedman, I
18 believe.

19 BY MS. GONZALEZ:

20 Q. Right.

21 A. It's kind of scribbled.

22 Q. Okay. And at the bottom, what does it say?

23 A. PRN.

24 Q. PRN, that's Physician Recovery Network, that
25 was for Lloyd. Okay. Just one moment. Bear with me

1 just one second.

2 Can you read one, two, three, four, the
3 fourth check on that same page, the name on that check?

4 A. Tell me the check number.

5 Q. The check number is 332.

6 A. The good PR.

7 Q. No, the good doctor.

8 A. Okay.

9 Q. The good doctor was a doctor --

10 MR. ARAGONA: Objection, she's testifying.

11 MS. GONZALEZ: No. I'm just --

12 MR. ARAGONA: She's testifying, Your Honor.

13 MS. GONZALEZ: A good doctor is a doctor who
14 was giving --

15 MR. ARAGONA: Objection, she's testifying.

16 THE COURT: Overruled. There's no jury here.
17 I mean...

18 MS. GONZALEZ: A good doctor was a doctor, was
19 a pain medication doctor that Lloyd was seeing and
20 where she was getting his prescription medication,
21 and at the bottom of that, that same check --

22 THE COURT: Do you know that? Do you know
23 what that is?

24 THE WITNESS: No, I don't know what that is.

25 THE COURT: PR.

1 THE WITNESS: I thought it was PR honestly
2 just from looking at it, but I probably would have
3 put this in living expenses.

4 MS. GONZALEZ: Well --

5 THE WITNESS: -- in my schedule.

6 MS. GONZALEZ: Well, on the same check --

7 THE COURT: He doesn't know who the doctor is.

8 THE WITNESS: Okay. But it says at the top of
9 it --

10 THE COURT: You're going to be able to testify
11 to that, you know. But he doesn't know, he doesn't
12 know, but he can say - that's what he can say.

13 BY MS. GONZALEZ:

14 Q. Also on top of the check, 332, what does it
15 say there? It has my name on the check, Julie Gonzalez,
16 handwritten there is a name there.

17 A. Right, handwritten Lloyd Wickboldt.

18 Q. With his address, with his address?

19 A. The address Lancaster Road.

20 Q. So obviously, an event -- not obviously, but
21 then it says here for, can you read what it says there?

22 A. On the check?

23 Q. Uh-huh.

24 A. I couldn't tell you.

25 Q. It says for visits.

1 A. I can make out doctors visits.

2 Q. Right, for doctors visits, exactly. This --
3 well, I don't know if it's -- but anyway, he went to see
4 this doctor, so he was getting these checks from AmTrust
5 to his doctor. So he was fully aware that an AmTrust
6 account was written for \$155.

7 MR. ARAGONA: She's testifying.

8 THE COURT: Do you know that?

9 THE WITNESS: I don't know.

10 THE COURT: He doesn't know that.

11 THE WITNESS: I don't know who the doctor was.

12 MS. GONZALEZ: He doesn't know that? So I
13 guess I can testify to that later.

14 THE COURT: Your ex-husband, I'm going to
15 grant the divorce, so that much I know.

16 MS. GONZALEZ: Exactly, exactly. So my -- but
17 my point is that --

18 THE COURT: But he testified that that
19 wasn't -- if that check wasn't to pay for a
20 doctor's visit.

21 MR. ARAGONA: I can clarify this quickly.

22 You took into account any payments that
23 were made for Mr. Wickboldt's behalf in your
24 finding; isn't that correct?

25 THE WITNESS: Correct.

1 MR. ARAGONA: Thank you.

2 MS. GONZALEZ: I just wanted to --

3 THE COURT: I guess the next question would
4 be --

5 THE WITNESS: If I could tell.

6 THE COURT: Would this be one that would be in
7 his behalf?

8 MS. GONZALEZ: There were many that were in
9 his behalf.

10 THE WITNESS: I probably would have put that
11 in either his behalf or joint living expenses.

12 THE COURT: Okay. Were there, quote, many
13 checks that were in his behalf?

14 THE WITNESS: I would say, yes. Yes.

15 MS. GONZALEZ: Yes; right.

16 BY MS. GONZALEZ:

17 Q. And would you say, I don't know if you're
18 expert on that, I'm sure that you're an expert as an
19 accountant, but would you say that for someone, I don't
20 know if I'm making any sense, but for someone who's
21 getting checks from an account for \$11,000 that was
22 deposited on this account would not -- a doctor would
23 not know that \$11,000 --

24 MR. ARAGONA: Objection.

25

1 BY MS. GONZALEZ:

2 Q. -- was put in an account, he would not miss
3 it? He would not miss it for two and a half years?

4 MR. ARAGONA: Objection, calls for
5 speculation, Your Honor.

6 MS. GONZALEZ: No, it's not speculation. It's
7 common sense.

8 THE WITNESS: Honestly, I don't understand the
9 question.

10 THE COURT: You want his opinion as to whether
11 somebody would not look at their bank statements
12 for two and a half years? Is that the question? I
13 don't know.

14 MS. GONZALEZ: No. It's that they're claiming
15 that there's something strange.

16 THE COURT: You don't know what the doctor's
17 habit is as to looking at bank statements?

18 THE WITNESS: I don't.

19 THE COURT: No, he doesn't know.

20 MS. GONZALEZ: All right, Your Honor. Let's
21 see what else.

22 BY MS. GONZALEZ:

23 Q. Oh, you also mentioned a rental account with
24 BankUnited --

25 A. Yes.

1 Q. -- right?

2 A. Yes.

3 Q. And you said that I was putting the rental
4 fees into that account?

5 A. Yes.

6 Q. That account had always existed from my
7 property. This was not something new, and this is not
8 something that here Mr. Wickboldt is learning after I
9 left him in December of 2009.

10 THE COURT: You need to put that in a
11 question. The question is: Do you know when the
12 deposits from that rental account began to go into
13 that account, when it started?

14 THE WITNESS: I had a beginning balance of
15 \$1,300 in approximately April of 2007.

16 THE COURT: Okay. Is it possible that it
17 could have been going before that?

18 THE WITNESS: Yes. I didn't see any rent
19 going to that account until 2008, but it's possible
20 she could have been renting it prior.

21 MS. GONZALEZ: Nothing, Your Honor.

22 THE COURT: Anything else?

23 REDIRECT EXAMINATION

24 BY MR. ARAGONA:

25 Q. Taking into account the checks that

1 Ms. Gonzalez was showing you, that was already included
2 in your analysis, and when funds were paid for bills
3 either for Mr. Wickboldt or for joint expenses, you
4 didn't include that in the amount that you've said went
5 exclusively to Ms. Gonzalez; isn't that correct?

6 A. Correct.

7 MR. ARAGONA: Thank you. I have no further
8 questions.

9 THE COURT: May this witness be excused?

10 MR. ARAGONA: Yes.

11 THE COURT: Thank you. You're free to go,
12 sir. Just leave the exhibits there.

13 (Witness excused.)

14 MR. ARAGONA: I would like to move the last
15 exhibit, which I believe is 7, into evidence.

16 THE COURT: Admitted.

17 MR. ARAGONA: Excuse me, Your Honor. Let me
18 see what this is. This is also in evidence.

19 My next witness I would call is Dr. Lloyd
20 Wickboldt.

21 THEREUPON,

22 LLOYD WICKBOLDT,

23 Being by the Court first duly sworn, in answer
24 to questions propounded, was examined and testified as
25 follows:

1 THE WITNESS: Yes, sir.

2 DIRECT EXAMINATION

3 BY MR. ARAGONA:

4 Q. Please state your name.

5 A. Lloyd George Wickboldt.

6 Q. Have you ever been known by any other name?

7 A. No.

8 Q. And would you please briefly describe for the
9 Court your educational and professional background?

10 A. Grew up in New Orleans. Graduated from high
11 school there. Attended Louisiana State University.
12 Obtained a bachelor's degree in 1974. I attended LSU
13 School of Medicine, doctorate of medicine in 1978. Did
14 an internship at Charity Hospital, 1978 to 1979. And
15 then a residency in internal medicine, University of
16 South Florida. 1979 to 1981 I was chief resident at
17 Tampa General Hospital in 1980.

18 Q. Sir, I'm going to ask you to slow down. I
19 know the court reporter would want me to ask you.

20 A. Okay. I'm board certified in internal
21 medicine. I then went on and did a dermatology
22 residency in Louisiana State University in New Orleans
23 from 1981 to '83. I'm a board certified dermatologist.
24 I went to practice in Orlando in 1984, practiced there
25 through 2002. For medical reasons, I was out of work

1 from 2000 to 2005, went back at that practice for about
2 ten months on a part-time basis from August of 2005 to
3 June 30, 2006. I've been licensed in the State of
4 Florida, practiced medicine for 34 years. I have no
5 incidence of any sort in regard to my license. I've
6 maintained a narcotics license, registered DEA number to
7 prescribe up through class II narcotics. I've never had
8 any incidents involving my narcotics license.

9 Q. Are you currently practicing medicine?

10 A. No. I'm disabled at this time.

11 Q. How are you disabled?

12 A. I was born with an equinus gait, eventually
13 would suffer from chronic Achilles tendonitis. In 1994,
14 I recognized it myself. I had developed a dependence on
15 pain medications, and reported this to colleagues, and
16 eventually joined the Florida Physician Recovery
17 Network, which I participated in from 1994 to 2013. All
18 during that time I've been monitored with not only blood
19 tests, but hair test to prove my sobriety. What else?
20 Disability.

21 Oh, beginning in 2000 the orthopedic problems
22 started to get worse in regard to the tendonitis.
23 Eventually, between 2000 and 2005 I would have four
24 surgeries, ruptured right Achilles tendon, partially
25 left Achilles tendon, medial meniscus of the right and

1 left knee due to pain and gait problems, and then
2 eventually a separated shoulder. That wasn't surgically
3 corrected. It still persists. But these orthopedic
4 incidents, the surgeries, and the postoperative
5 medications took me out of practice. You're not to
6 practice while on narcotic medications. And while I was
7 practicing I never was taking any narcotic medications,
8 or any other mood controlled substances.

9 Q. How did you first meet Ms. Gonzalez?

10 A. I, after I closed my private practice in
11 Orlando, I joined a group, a large group practice at the
12 base at Maitland, Florida. There were two branch
13 offices in Margate and Coral Springs, and I came there
14 August 22, 2005 on a half-time basis. I was with them
15 for ten months. During that time, pretty much
16 immediately, I think the first week, I was with Advanced
17 Dermatology. I met a medical assistant by the name of
18 Juliem Gonzalez, two word name, and basically we have a
19 professional relationship for some seven months. She
20 worked with me primarily as a medical and surgical
21 assistant often assigned to me directly. So I worked
22 professionally and intimately with her during that
23 period of time. What's significant about that, is that
24 doctor-medical assistant relationships require the
25 medical assistant to do communications with patients,

1 often make chart entries in regard to orders and
2 instructions. So from the very beginning in my
3 association with Ms. Gonzalez, I could easily recognize
4 her handwriting, so I could cosign off on whichever note
5 she made on my behalf, that's significant.

6 Q. Let me stop you for a moment.

7 MR. ARAGONA: Your Honor, there's two people
8 sitting in the courtroom whom I don't know, and I
9 don't know if they're going to be witnesses in this
10 case. And I would like to ask Ms. Gonzalez if they
11 were going to be witnesses in this case that they
12 be sequestered and excused from the proceedings.

13 THE COURT: Well, there's been no request at
14 the beginning of the trial for that.

15 MR. ARAGONA: I'm requesting it now, Your
16 Honor, because I didn't know who there were. I
17 thought they were simply observing until I saw them
18 taking notes.

19 THE COURT: My basic rule is, if you want
20 witnesses sequestered, I mean, first two witnesses
21 were not sequestered. You need to ask before we
22 start to take testimony, but I will accede your
23 request that they be identified by Ms. Gonzalez if,
24 in fact, they're going to testify in this case.

25 MS. GONZALEZ: Yes.

1 MR. ARAGONA: And when --

2 THE COURT: Would you identify who they are.

3 MS. GONZALEZ: Oh. They are my two wonderful
4 friends. That's it. You don't need their names?

5 THE COURT: Just tell the court reporter who
6 they -- just their name, and basically essentially
7 roughly what they're going to be testifying to.

8 MS. GONZALEZ: This is Roberto De La Torre.

9 THE COURT: There you go.

10 MS. GONZALEZ: And his wife, Joyce De La
11 Torre.

12 THE COURT: And they'll be testifying?

13 MS. GONZALEZ: They'd be testifying today, and
14 they know Mr. Lloyd Wickboldt from the beginning of
15 our relationship, and I'm sure they have a lot to
16 testify about.

17 MR. ARAGONA: Again, I think it's improper for
18 them to sit here and listen to Mr. Wickboldt's
19 testimony. I think they should be sequestered.

20 THE COURT: It's too late.

21 MS. GONZALEZ: Thank you, Your Honor.

22 THE WITNESS: I have no problem. I just point
23 out this is a former husband, Roberto De La Torre,
24 and did not meet him until our one year
25 anniversary, supposed anniversary party.

1 THE COURT: Okay. Just wait for a question,
2 sir.

3 THE WITNESS: Okay.

4 BY MR. ARAGONA:

5 Q. When you met -- what you, who you knew as
6 Juliem Gonzalez, that's Julie with an M at the end, one
7 word, how old did you understand her to be?

8 A. Forty years old at the time.

9 Q. When did she tell you her birthday was?

10 A. October 1, 1965.

11 Q. And what other information regarding her
12 background did you know at that time?

13 A. Well, actually, in retrospect her life story
14 was pretty simple, but supposedly she was born from a
15 Mexican father and a Cuban mother. She had lived her
16 first four years of life in Mexico. Her father had gone
17 on a business trip to Cuba in 1969, was arrested as a
18 spy, and executed a week later. An attempted
19 intervention by her mother from Mexico, was supposedly
20 not recognized, and the father was executed in 1969, at
21 which point she immigrated to the United States with her
22 mother from Mexico, Guadalajara, who was supposed to be
23 and had been in the United States since 1969 and 1970.

24 Q. Did you later come to find that this
25 information --

1 THE COURT: This is information that you got
2 from Ms. Gonzalez?

3 THE WITNESS: That is correct.

4 THE COURT: Okay.

5 BY MR. ARAGONA:

6 Q. Did you later come to find that that
7 information was not true?

8 A. Yes, I did.

9 Q. And what did you later come to find? And I
10 don't want you to talk about what you discovered in all
11 the documents, but just about this information.

12 A. Well, I further -- that information about her
13 name and her date of birth was further affirmed by her
14 in our premarital interviews with the minister, and
15 those are the names and dates of birth given to the
16 minister in our premarital interviews. And also, but
17 then I subsequently discovered a birth certificate on
18 December 13 of 2009, which said her name was Maria Julia
19 Serrett. I was putting some laundry away in a top
20 dresser drawer, and under the underwear and lingerie was
21 something framed, which I thought was a diploma. When I
22 took it out, when I took out it turned out to be a birth
23 certificate, and the name on it was Maria Julia Serrett.

24 Q. What was the date of birth?

25 A. October 1, 1952.

1 Q. I want to show you the next exhibit I'm
2 marking as Exhibit Number 8. What is that document?

3 A. These are the notes of Pastor Tom Pfotenhaur
4 at St. Paul Lutheran Church. This is his marriage
5 record that I was able to obtain from the church. And
6 this is the information that Pastor Pfotenhaur took down
7 in our premarital interview, which states us giving him
8 our name and dates of birth. And very critically here,
9 you'll see under the bride's name Juliem Gonzalez and
10 her birth date is 10/1/65.

11 THE COURT: Wasn't there an application for
12 marriage?

13 MR. ARAGONA: This is an intake application
14 taken by the pastor in this matter. And the pastor
15 is actually outside.

16 THE COURT: Is there an actual marriage
17 license?

18 MR. ARAGONA: No, no, no. This is the --

19 THE WITNESS: One did not exist at the time of
20 the wedding, Your Honor.

21 THE COURT: Oh. After the wedding, wasn't
22 there a marriage license?

23 MS. GONZALEZ: Yes.

24 MR. ARAGONA: This is not a marriage license.

25 MS. GONZALEZ: This is not in a marriage

1 license. And this is --

2 MR. ARAGONA: Excuse me. This is a document
3 called Marriage Record that was taken by the pastor
4 at the time when they met with the pastor.

5 THE COURT: Where's he?

6 THE WITNESS: We have his deposition.

7 MR. ARAGONA: The pastor is outside the
8 jurisdiction of this Court. And I'm going to
9 request, and it says so in his deposition, I'm
10 going to request that we be able to read portions
11 of his deposition into the record.

12 THE COURT: Do you have his deposition?

13 MR. ARAGONA: Excuse me?

14 THE COURT: Do you have the Pastor's
15 deposition?

16 MR. ARAGONA: Yes, I do.

17 THE COURT: Okay. I'll reserve ruling until
18 we read the deposition. Is there a number on this
19 one?

20 MR. ARAGONA: Yes, that's going to be
21 Exhibit 8. That was my copy.

22 THE COURT: Oh, okay.

23 BY MR. ARAGONA:

24 Q. Do you recognize the handwriting on that
25 document?

1 A. Are you referring to the minister's?

2 THE COURT: Let me ask you: Does the minister
3 testify about this in his deposition?

4 MR. ARAGONA: He does.

5 THE COURT: Well, why don't we just wait.

6 MR. ARAGONA: We can do that.

7 THE COURT: He can identify it instead of
8 doing it this way.

9 MR. ARAGONA: I think after lunch I would like
10 to just read, not the full deposition, but portions
11 of the deposition --

12 THE COURT: Sure.

13 MR. ARAGONA: -- into the record. And I'll
14 proffer to the Court that the pastor will testify
15 that he received the birth date and name
16 information directly from Ms. Gonzalez where she
17 tells her birth date is 10/1/1965.

18 THE COURT: Just for me before we go to lunch,
19 what had made you conclude that that birth
20 certificate that you found in the drawer is your
21 ex-wife's? Well, she's still your wife, is your
22 wife's birth certificate?

23 THE WITNESS: When I displaced, when I
24 displaced this birth certificate I also displaced
25 two passports. And so immediately when I -- when I

1 read the birth certificate, Maria Julia Serrett I
2 knew her maiden name was Serrett. I never knew it
3 as Maria Julia, but I know her maiden name was
4 Serrett, and I displaced these two passports. I
5 looked to the passports to see what was --

6 THE COURT: Was there a picture on the
7 passport?

8 THE WITNESS: The picture, yeah. So it was
9 her picture, but then the name and the picture was
10 Julia M. Gonzalez, and the birth date was confirmed
11 to be 10/1/1965, and -- I mean 1952, and so at this
12 point in time much was running through my mind as
13 far as what about --

14 THE COURT: On the passport with her picture
15 was 1952?

16 THE WITNESS: Correct.

17 MR. ARAGONA: I'd like to approach the
18 witness.

19 THE COURT: You knew she was married to
20 somebody named Serrett?

21 THE WITNESS: No, Gonzalez. Her maiden is
22 Serrett.

23 MR. ARAGONA: And I have a copy, if you'd
24 like.

25

1 BY MR. ARAGONA:

2 Q. Is that a copy that you, a picture that you
3 took personally of the passport that you found at that
4 time?

5 A. Yes.

6 Q. And what is the birth date on that?

7 A. October 1, 1952.

8 Q. Now, when you discovered that birth date, had
9 that gone contrary to your knowledge, of what you
10 believed her birth date was when you met as you were
11 married?

12 A. Absolutely.

13 Q. What else did you find?

14 A. There was a birth certificate; there was a
15 passport. And then also there was a box of condoms,
16 which I knew were not mine. I had not purchased them,
17 and I had not used them. I mean, we had not used
18 condoms in the relationship. So I all of a sudden knew
19 the 13 years' difference started flashing all of these
20 conversations that we had about where we were at this
21 point in life and that point, and nothing about the
22 story of her life fit at that point.

23 Q. Well, let's back up. How did you get engaged
24 to Ms. Gonzalez?

25 A. Well, it actually began, I mean, the serious

1 talk, and I guess the definitive decision to marry
2 occurred when she told me she thought she was pregnant.
3 And over a very long 60-hour weekend from Friday evening
4 to Monday morning we talked about all the ramifications
5 of that. And at the end of weekend, I said, well,
6 Julie, if you're pregnant we would get married. And
7 subsequent to that, she told me that she had a period,
8 but the decision was already made, and so we said, well,
9 now we just have time to plan the wedding. But it
10 was -- the decision on my part was made based on the
11 information I knew of her potential pregnancy, and her
12 life story beginning in 1965, not in 1952.

13 Q. And with this discovery of her true birth
14 date, you came to realize that there was no way she
15 could have been pregnant as she represented; is that
16 true?

17 A. No. It meant she was 53 years old at the
18 time. If you ask this doctor, a 53-year-old says I
19 suddenly missed my period, I would suggest to that
20 person that they more likely were early menopausal than
21 pregnant.

22 Q. Now, you go to church; correct?

23 A. Yes, I do.

24 Q. And when you met with Pastor Pfothenaur, and
25 I'll show you how to spell that later, court reporter,

1 because I certainly can't off the top of my head.

2 A. I can spell it.

3 Q. It might be on the marriage record. You had
4 to enter into some marital -- premarital course; is that
5 right?

6 A. Lutheran Faith actually does a pretty good job
7 trying to prevent a divorce. Yes. We had a -- we went
8 through an entire doctrine course at the church. In
9 addition to our regular attendance, which was nearly
10 weekly in those days, we had to go through an extensive
11 doctrine course. It took about two months of meeting
12 with the minister on a weekly basis. We actually went
13 through extensive psychological testing where they give
14 a test for some 300 questions. You're supposed to
15 identify any, you know, potential problems that could
16 affect the marriage, marriage's success. And then also
17 at the end of it the minister also asks is there
18 anything else that either of you have to say that should
19 it come up later could impact on the marriage.

20 Q. Did anybody speak about that?

21 A. I had spoken -- I had given basically
22 everything I needed to, you know, I could tell Juliem.
23 I don't think the other case was true, though. I mean,
24 there was much information -- an entire life I didn't
25 know about.

1 Q. Now, you recall specifically when the two of
2 you met with Pastor Pfothenaur, he took down your
3 marriage record information; is that correct?

4 A. I kind of roughly remember that, and so after
5 on December 13, 14, when I realized that I did not know
6 who she was, I would eventually contact the church.
7 Pastor Pfothenaur was a vicar at St. Paul's Lutheran,
8 eventually a full-time minister. And then relocated to
9 Woodbury, Minnesota. Woodbury Lutheran Church in
10 Minnesota. And so I called him up and told him that I
11 discovered these facts about Juliem, and I asked him if
12 he had any records, and he directed me to the church,
13 and that's why I was able to get that record.

14 Q. Okay. But do you specifically recall
15 Ms. Gonzalez relating her personal information for the
16 pastor?

17 A. Of course.

18 Q. And her birth date of 10/1/1965?

19 A. Yes. I even said make sure you spell it
20 correctly. I want to make sure it's right in the
21 wedding program, and in the, you know, the vows of the
22 wedding. We also have our name -- her name as Juliem
23 and Lloyd Wickboldt in our church photo.

24 Q. Again, I just want to be clear, when you say
25 Juliem Gonzalez, you're speaking as a one word name

1 Juliem as opposed to Julie, space, M, period?

2 A. Correct.

3 Q. And that's what she represented her name to be
4 to the pastor and to yourself?

5 A. Correct.

6 Q. In fact, didn't the wedding invitations
7 reflect her name as Juliem?

8 A. They did indeed.

9 Q. Now, if her name was not Juliem, wouldn't --
10 she helped plan the wedding; correct?

11 A. Of course. I was -- when -- one of the
12 reasons that she wanted to quit her job end of December
13 2006, was that she would then devote her time to
14 planning this wedding, which was a fairly significant
15 wedding, with 98 guests, a church wedding. And then a
16 reception at Boca Pointe Country Club, sit down dinner
17 and band, and also mariachi band to perform for the
18 guests before we even arrived. So it was very -- a
19 relatively large wedding for older people getting
20 married, me 53 and 40, or 41 at that time and 54.

21 Q. I want to show you the next exhibit, which I
22 have marked as Exhibit 10. Do you recognize this
23 document?

24 A. Yes, this is a cover of the wedding invitation
25 with the calla lily theme that she had picked.

1 THE COURT: What are these exhibits numbered?

2 MR. ARAGONA: Those would be 8 and 9.

3 THE COURT: Eight is the marriage record?

4 MR. ARAGONA: Yes, I had that marked.

5 THE COURT: Nine is a copy of the passport?

6 MR. ARAGONA: Nine would be the passport.

7 THE WITNESS: This is 10. This is a cover of
8 the wedding program. And again, the calla lily
9 theme was the theme that she had picked.

10 BY MR. ARAGONA:

11 Q. Now, she mostly had, Ms. Gonzalez, had planned
12 this wedding?

13 THE COURT: I think what we'll do now before
14 we hear about the wedding, we'll take a break for
15 lunch.

16 MR. ARAGONA: Okay.

17 THE WITNESS: We'll come back at 1:30. Can we
18 lock up here so we don't have to move everything?

19 THE BAILIFF: Yeah. No, I can, Judge.

20 MR. ARAGONA: Thank you, Your Honor.

21 (A lunch break taken 11:53 a.m. to 1:33 p.m.)

22 (Continued in Volume 2.)

23

24

25

1 IN THE FIFTEENTH JUDICIAL CIRCUIT COURT
2 IN AND FOR PALM BEACH COUNTY, FLORIDA
3 CASE NO: 502010DR003810

4 IN RE: THE MARRIAGE OF:

5 LLOYD G. WICKBOLDT,

6 Petitioner/Husband,

7 and

8 JULIE M. GONZALEZ,

9 Respondent/Wife.
10 -----/

11
12
13 TRANSCRIPT OF PROCEEDINGS

14 VOLUME 2 (Pages 84-255)

15
16 DATE TAKEN: Friday, June 28, 2013
17 TIME: 1:33 p.m. - 4:38 p.m.
18 PLACE: South County Courthouse
19 200 West Atlantic Avenue
20 Courtroom 7
21 Delray Beach, Florida 33444
22 BEFORE: HONORABLE HOWARD HARRISON

23 This cause came on to be heard at the time and
24 place aforesaid, when and where the following
25 proceedings were reported by April Goldberg,
Professional Reporter.

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A F T E R N O O N P R O C E E D I N G S

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(Continued from Volume 1.)

THE COURT: Good afternoon.

MR. ARAGONA: Dr. Wickboldt, would you please retake the stand.

THE COURT: You're still under oath, sir.

THE WITNESS: Yes, sir.

BY MR. ARAGONA:

Q. Dr. Wickboldt, we were looking at what we've marked as Exhibit 10 --

A. Yes.

Q. -- and I want you to point your attention to the second page where it says, The marriage... What does it say there?

A. It says, The marriage ceremony of Dr. Lloyd G. Wickboldt and Juliem Gonzalez.

Q. And Ms. Gonzalez never made any reference that was a mistake to her name or anything, did she?

A. No, she did not.

Q. And at the wedding itself, did people refer to Ms. Gonzalez as Juliem?

A. Juliem if they knew her well or Julie as a nickname.

Q. Okay. So there was nothing out of the

1 ordinary, in your mind, that the wedding invitation said
2 Juliem as one name?

3 A. No. This is the name I knew her as.

4 Q. Now, prior to the marriage, did there come a
5 point where Ms. Gonzalez began to handle your finances?

6 A. Yes.

7 Q. Tell me about the circumstances around that
8 and why she began to handle the finances --

9 A. Well --

10 Q. -- and the time frame.

11 A. -- as we began to know each other, I told her
12 that I had an attention deficit disorder, that I had it
13 since -- I was diagnosed with it since I was a child,
14 and that people with attention deficit disorder are not
15 particularly good at repetitive routine tasks, things
16 that are done on weekly intervals, monthly intervals, et
17 cetera. Biologically, ADDs are described as hunter-type
18 personalities, people who go out and take risks and
19 challenges to acquire gain and come back and then
20 somebody else takes care of whatever they have
21 accomplished. So I told her that a good way for me to
22 operate, and it's actually recommended in textbooks on
23 attention deficit disorder, is that someone with the
24 disorder, it's good to team up with someone who they
25 trust and allow them to do all the repetitive important,

1 you know, family tasks. As a matter of fact, in the
2 home in which I grew up in, my mother did all the --
3 handled all the finances of the home, and I guess it's
4 kind of old stylish, and so it was not unusual for me to
5 ask my future wife and then wife to handle the bill
6 paying, et cetera.

7 Q. And what month and year did you begin to do
8 that?

9 A. We began actually premaritally. We opened up
10 that joint checking account at Wachovia Bank in
11 November of 2006, Julie would move into my home
12 January 2007, and then the wedding, of course, was
13 April 28, 2007.

14 Q. And what was your understanding as far as the
15 arrangement of her handling the finances, how would they
16 be handled?

17 A. Basically, I was hands off with it.

18 Another thing about ADD is that they are very
19 antsy about savings and this. And so our main focus
20 was -- I was, I was acknowledged to be in my early
21 fifties, I had owned a home in the past, no longer owned
22 it, I was renting, and so the top -- one of the top
23 priorities of our -- you know, in our
24 soon-to-be-marriage would be to acquire a marital home.
25 We were going to save very, very, you know, strictly for

1 that.

2 Q. And did Ms. Gonzalez represent that she was
3 saving up for you two to buy a home together?

4 A. Certainly.

5 Q. And but Ms. Gonzalez already owned a home;
6 isn't that correct?

7 A. That's correct.

8 Q. And during the time when she moved in, which
9 was around January of 2007, why didn't you move into her
10 home?

11 A. Well, initially I still was in a lease
12 agreement in the home we were living in. However, after
13 we were married in April and that home was vacant, it
14 was a fairly new, three-bedroom, two-and-a-half-bath, I
15 guess townhome, with a patio backyard, we had a dog, so
16 that it even had a backyard, and I wanted to move into
17 the home because where I was living, I was paying \$3,000
18 a month in rent, plus it was a particularly bad
19 energy-efficient home, the electrical bills in the
20 summer were six to \$800 a month, there was about \$4,500
21 of expense in this rental arrangement. She had a home
22 sitting empty and the mortgage payment was only \$667.

23 Q. So why didn't you move into that home?

24 A. Well, it became a point of really the only big
25 argument we ever had, which was in August of 2007, I

1 couldn't understand why she had me duplicating \$4,500 of
2 expense each month while her home sat empty. And also,
3 part of my agreement to get to buying this home as
4 quickly as possibly, I agreed to only take \$300 a week.
5 In most months, I would take that three out of the four
6 months (sic), so roughly 900 to a thousand dollars a
7 month for my total expenses. That includes gasoline,
8 oil changes, any gifts I would buy, fishing bait, et
9 cetera came out of this hundred dollars -- what was it,
10 what did I say it was, \$300 a week, yeah.

11 Q. Now, you also received a disability payment
12 each month; isn't that correct?

13 A. Yes.

14 Q. What agencies issued you payments in what
15 approximate amounts and how were those payments given to
16 you?

17 A. I had four disability insurance policies which
18 I had purchased early in my practice years back in 1985
19 through 1990. There were four policies from three
20 companies. Roughly, roughly one company paid \$10,000 a
21 month.

22 Q. What company?

23 A. Massachusetts Mutual was a little over
24 10,000 a month. Unum was two checks that added up to
25 about 6,500 to 6,700, yeah, \$700 a month.

1 Q. How do you spell Unum?

2 A. U-N-U-M. And then there was Lincoln
3 Financial, which was \$2600 a month. The total was just
4 at \$20,000 a month amongst the various policies.

5 Q. Now, as we saw from your Wachovia statements,
6 many of those payments were made automatically into your
7 Wachovia joint account with Ms. Gonzalez; is that
8 correct?

9 A. That's correct.

10 Q. But the Mass Mutual check, that came as a
11 physical check each month; is that correct?

12 A. Correct.

13 Q. And did you ever see those checks?

14 A. Rarely. I did see a few of them. She would
15 usually go to the mailbox and retrieve the mail, but
16 there were a few that I did see, yeah.

17 Q. And did you ever sign those checks?

18 A. Three of the checks, I -- over the course of
19 those two and a half years, I believe three of the
20 checks I had signed and I simply had left them on the
21 kitchen table after I had signed them and she would then
22 deposit them in what I thought was Wachovia.

23 Q. Well, what was your understanding as to what
24 Ms. Gonzalez was doing with those Mass Mutual checks?

25 A. Well, I thought that all of my disability

1 income was being deposited into our joint checking
2 account at Wachovia.

3 MR. ARAGONA: Your Honor, I have to interrupt.
4 These people are whispering and really distracting
5 me.

6 THE COURT: Really. Okay.

7 MR. ARAGONA: Yeah. Can you just tell them to
8 be quiet?

9 THE COURT: Well, would you take the back row
10 if you want to talk.

11 MR. DE LA TORRE: Yeah, sure.

12 THE COURT: Thank you.

13 MR. ARAGONA: Thank you, Your Honor.

14 BY MR. ARAGONA:

15 Q. So what was your understanding of what was
16 going to be done with those checks?

17 A. All of my personal income would be, would be
18 deposited into our joint checking account at Wachovia,
19 and then when there was extra income for the month, it
20 would be deposited into a savings account at Wachovia.

21 Q. Was it your understanding that you would need
22 to sign those checks in order for Ms. Gonzalez to
23 deposit them into your joint account at Wachovia?

24 A. No. Since her name was on the joint account,
25 as well, and it was a check to Lloyd Wickboldt, you

1 know, I felt the bank would allow her. Since they were
2 being deposited and her name was on the account to which
3 it was being deposited, I didn't think there would be a
4 conflict, and no one ever called me up and said she
5 couldn't deposit it.

6 Q. Did you check your Wachovia Bank statements
7 each month?

8 A. No. I was completely hands off.

9 Q. And did Ms. Gonzalez ever represent to you how
10 much monies that you had in your accounts?

11 A. Well, in 2007 and 2008, I was still paying
12 child support to a former marriage. I had a
13 30,000-dollar tax bill to pay off. And, of course, we
14 had our living expenses. It was just rental expenses
15 and one car note, so there wasn't a lot of expense each
16 month, other than the level of the rent, so I really
17 didn't particularly worry about an enormous amount of
18 excess money in 2007 and 2008. But by 2009, I was just
19 about finished paying child support and I had paid off
20 the old tax debt, I paid off one of an old debt, an
21 attorney debt, and so I knew there was excess funds
22 there. And in 2009, I began -- probably March or April
23 of 2009, I asked Julie to sit down with me and show me
24 where we stood in the, you know, in the savings.

25 Q. And what happened?

1 A. Well, she was going to school back then. That
2 was also part of the agreement. She was going to go
3 back to school and get an RN based on the fact that she
4 was 42 and was going to have 20-some-odd years to
5 practice nursing before she got to 65, the retiring age.
6 Of course, that doesn't work out when you start at 54.
7 But anyway, that was all part of the original plan. And
8 so, well, she had a test to study for. She couldn't
9 stop her studying because if she didn't do well on that
10 test, she was going to have to drop the course and then
11 I'd have to pay for her to take it again. And other
12 times, she would say things to me, oh, you're going to
13 be surprised when you see how much I have saved up.
14 We're almost there, we almost have enough for the down
15 payment.

16 The bottom line is, she never sat down with me
17 to do the review of the accounts. And she even went so
18 far as around August or September of 2009, when I was
19 harping on, I need to see where we are, you know, how
20 close we are to getting this home purchased, she brought
21 home a check one weekend, and it was in an envelope, and
22 said, take a look at this. I opened it up, it was a
23 check, I did not pay attention to where the check had
24 come from, I just looked at the value, which was some
25 \$48,000, and I closed the envelope and said, what's this

1 for? She said, well, we're going to look at this house
2 this weekend, if you really like it, we can give them
3 this as the down payment. This is not all we have
4 saved, but I just want to give this as a good faith down
5 payment. Then I said, well, Julie, you know I don't
6 even particularly like this house, so just put the funds
7 back and wait until we really see something that we
8 like. And that was the last time I asked her to go
9 through the savings with me.

10 That was around August, September of '09. And
11 then, of course, in December, I would discover there was
12 no savings account at Wachovia, et cetera.

13 Q. Is it fair to say that you fully entrusted
14 your wife to handle all of your finances?

15 A. There was not a whisper of conflict in our
16 relationship to give me reason to think that any of the
17 monies that I was entrusting her to handle would be in
18 jeopardy.

19 Q. I want to show you what I'm marking as Exhibit
20 Number 11.

21 MR. ARAGONA: Judge, I can give you my copy of
22 this one if you'd like.

23 BY MR. ARAGONA:

24 Q. And Exhibit Number 11 contains Mass Mutual
25 checks, your disability checks, over a period of time.

1 I'd like you to look through those checks and answer me
2 whether you have signed sign any of those checks,
3 whether these are your signatures.

4 THE COURT: Just to save a little time here,
5 as I understand his testimony, the problem isn't
6 the endorsement, the problem is where the money
7 went. In other words, she, as I understand his
8 testimony, she was authorized to deposit these
9 checks in the Wachovia joint account.

10 MR. ARAGONA: Correct, Your Honor. However,
11 because that was a joint account, it wouldn't have
12 required his signature.

13 THE COURT: I understand that.

14 MR. ARAGONA: So I want to point out --

15 THE COURT: As a married couple, I mean, he
16 says that it was okay with him because his
17 understanding was that this would be putting this
18 money in the joint account and --

19 MR. ARAGONA: Fine.

20 THE COURT: Okay.

21 MR. ARAGONA: But the thing is --

22 THE COURT: I mean, I don't see any -- I mean,
23 if -- maybe we can get a stipulation, he's already
24 said that he only signed a couple of them --

25 THE WITNESS: Not yet.

1 THE COURT: -- and that she would have --

2 MR. ARAGONA: Exactly. But these are
3 important evidence in this case because he didn't
4 sign these checks. He assumed they were being
5 deposited in the joint account, but instead --

6 THE COURT: Oh, I'm sorry, these are not
7 deposited into the Wachovia account?

8 MR. ARAGONA: No. No.

9 THE COURT: I'm sorry. Okay. Okay.

10 THE WITNESS: No, these are going into my
11 personal account.

12 THE COURT: I apologize. Okay. I thought
13 these were the checks that were deposited in the --
14 these are not deposited in the Wachovia account.

15 MR. ARAGONA: No. And as a point of
16 explanation, the Wachovia joint account had
17 electronic payments made from the parties.

18 THE COURT: Well, what I'm saying is that
19 these are for deposits in an account. I see that.
20 And I'm saying, but the account is not the Wachovia
21 one.

22 MR. ARAGONA: That's correct.

23 THE COURT: Okay. Okay. I understand.

24 MR. ARAGONA: And that's why --

25 THE COURT: I understand.

1 MR. ARAGONA: -- these are critical evidence,
2 because if they were deposited into the joint
3 account, as represented, no one would have needed
4 to sign it. And certainly, Dr. Wickboldt never
5 believed she would be forging his signature.
6 Instead --

7 THE COURT: So --

8 MR. ARAGONA: -- what did Ms. Gonzalez do?

9 THE COURT: I don't know that the issue is the
10 signatures, the issue is where and when.

11 MR. ARAGONA: Well, the point is --

12 THE COURT: She's obviously authorized to
13 endorse --

14 MR. ARAGONA: He did not --

15 THE COURT: -- the endorsement became a
16 condition of one or the other, is how I see it.

17 THE WITNESS: I did not --

18 MS. GONZALEZ: Can I say something, Your
19 Honor?

20 THE COURT: There's no problem if you put the
21 name, the problem is where the money went.

22 MR. ARAGONA: There is because, did you ever
23 authorize her to sign your signature on those
24 checks?

25 THE WITNESS: No. No.

1 MR. ARAGONA: And if they were deposited, Your
2 Honor, in the Wachovia account, they wouldn't have
3 required his signature. The fact that she forged
4 his signature allowed her to deposit these checks
5 in her own private account at AmTrust Bank. And
6 that's what I'm establishing.

7 THE COURT: I'm more concerned as to where
8 they got deposited.

9 THE WITNESS: Well, they went to AmTrust.

10 THE COURT: So these are all AmTrust deposits?

11 MR. ARAGONA: Correct.

12 THE COURT: Okay.

13 MS. GONZALEZ: Can I say something, Your
14 Honor? Not yet?

15 THE COURT: Not yet.

16 BY MR. ARAGONA:

17 Q. What, in fact, did you come to find out
18 happened with these checks rather than them being
19 deposited into your joint Wachovia account?

20 A. Well, it took us quite a long time to get the
21 actual records from AmTrust on her personal AmTrust
22 account because although that was part of discovery in
23 the early case, she had blocked us from getting those
24 records, and we eventually had to subpoena them directly
25 from AmTrust. And we didn't receive these records,

1 although this began in December of 2009, we didn't
2 receive these until May of 2011. And at that point in
3 time, it was clear that these 20-some-odd checks are
4 forgeries of my name, that she was forging my name, then
5 signing under it in her sort of scribble scratch
6 signature and then using the ATM at her AmTrust Bank to
7 deposit them wherein she would not have to show any
8 identification of mine or hers. And the bank person at
9 nighttime didn't check to see that I not only didn't
10 have a signature at AmTrust, I didn't have an account at
11 AmTrust.

12 Q. So you never had any bank activity at AmTrust?

13 A. No.

14 THE COURT: Is there a total on there?

15 MR. ARAGONA: Yes. These checks total to
16 \$241,000 and some change. I don't have the
17 calculation handy, but I've added them in the past
18 and they add up to some 241,000, I'll represent to
19 the Court.

20 BY MR. ARAGONA:

21 Q. Did Ms. Gonzalez contribute at all financially
22 to the household?

23 A. The only incomes that I knew that she had was
24 her home was -- her home in Miramar stayed empty from
25 our marital time of April of '07 to July of 2008. After

1 July of 2008, she had rental income at that home of
2 \$1800 a month. You can see very clearly in her
3 BankUnited account that, which I didn't know about at
4 the time, now you can see the 1800-dollar deposits begin
5 in July of 2008 and they continue on on a monthly basis
6 until around October 2009.

7 Q. Now, prior to July of 2008, when the property
8 was rented, did you agree to pay expenses that were
9 incurred on that property?

10 A. When we were getting married, I agreed to pay
11 the expenses on her home until it was sold or it was
12 rented, with the real plan being to sell it and then she
13 was going to use the equity she had in the home as her
14 contribution toward our joint marital home. As it would
15 turn out, she didn't make much effort to sell the home
16 and I then started, you know, raising some, you know,
17 concern about that and, finally, she did lease it in
18 July of 2008. And but at that point in time, she would
19 just put all the money into this BankUnited account.
20 And that BankUnited account was associated with a Post
21 Office Box address in Pembroke Pines. We lived in
22 Boynton Beach.

23 Q. So did you come to find out that Ms. Gonzalez
24 would use a Post Office address to redirect mail that
25 maybe she didn't want you to see?

1 A. Yeah, prior to the lease of the home in
2 Miramar in July of 2008, she used an unoccupied home in
3 Miramar to divert any mailings that had to do with her
4 true identity, her true age. We'll show evidence of
5 that. And then after the house was leased, then she
6 opened Post Office Boxes in Pembroke Pines and she
7 directed things that, you know, would cause suspicion or
8 concern or identify her as someone else. It went all to
9 Pembroke Pines, it never came to our house.

10 Q. So after July of 2008, was it your
11 understanding that Ms. Gonzalez would be using the
12 income from the property to pay the expenses to the
13 property?

14 A. Of course.

15 Q. Is that, in fact, what happened?

16 A. No. We came to find out that by -- through
17 these forgeries, my checks from Mass Mutual, she was
18 depositing the funds into Mass Mutual using completely
19 my funds to pay for every expense from the house, which
20 would, amongst all the expenses, it would come out to
21 about \$19,000 a year for the expenses on that home. And
22 then meanwhile, she was sequestering all the rental
23 monies in this BankUnited account.

24 Q. Did she represent to you that she was paying
25 for the property with the income that was generated from

1 it?

2 A. Yeah, that was the agreement.

3 THE COURT: Which property are you talking
4 about?

5 THE WITNESS: Her personal property in
6 Miramar, the home in Miramar, that once she had an
7 income on it --

8 THE COURT: No, I'm talking about the place
9 you rented.

10 THE WITNESS: Pardon?

11 THE COURT: No, I was talking about the place
12 you rented.

13 THE WITNESS: No, we're talking about this
14 unoccupied home in Miramar. As soon as it was
15 rented, then, of course, she was to use the profit
16 from the rent. The payment on the house was \$667 a
17 month, her rent was \$1800 a month, so there was
18 plenty enough to pay both the rent and the taxes
19 and the homeowner's fees and all the other things,
20 service contracts, et cetera, repairs, new
21 refrigerator, et cetera.

22 BY MR. ARAGONA:

23 Q. Now, we've already established that
24 Ms. Gonzalez had lied to you about her birth year. Did
25 there come, looking back now, any time prior to

1 December 14, 2009 where you could have discovered her
2 actual birth date?

3 A. Yes. There was a very critical turning point
4 because I could even see a change in behaviors. And to
5 make it as short and succinct as possible, in
6 December of 2008, Julie had come from visiting her
7 mother's grave in Miami, it was in a mausoleum, and she
8 was upset, saying that, you know, her mother was her
9 best friend, she really missed her, and every time she
10 went to the grave, she was very upset. I felt badly
11 that I had never been to her mother's grave. She had
12 been to my mother's grave in New Orleans. I said, why
13 aren't you there supporting your wife? So I promised
14 her that the next time there was a big day to go to the
15 cemetery, I would go with her.

16 And that next big day was Mother's Day of
17 2009. And so as it approached, being the ADD I am, I
18 would constantly remind myself, say, Julie, I'm going
19 Mother's Day with you to the cemetery. And so finally
20 Mother's Day arrived and she was really busy around the
21 house, fussing around the house. I kept saying, Julie,
22 we got to get going, we got to get going. Finally, we
23 got going.

24 We arrived at the cemetery in Miami probably
25 5:15 and so I got out of the car and headed to the

1 mausoleum. I turned around and she was going to the
2 field. And so I literally turned and jogged over to
3 her, I said, Julie, we've got to get in there or we're
4 going to miss getting you to mom's grave. I want to see
5 my Uncle Pepine's (phonetic) grave first. I said, look,
6 I'll go get flowers for both graves, I'll be back, then
7 we'll go, you know, put the flowers on both graves.

8 So I got the flowers, went to Pepine's grave,
9 we put the flowers there. We then went into the
10 mausoleum, put flowers at her mother's grave. And the
11 first room in this particular mausoleum was just a quiet
12 room with a pool in it and Julie started walking round
13 and round the pool. And finally, after about the third
14 lap, I said, Julie, what are you doing? And she said,
15 this will get us upset, I can't go in. She kind of
16 broke down like crying. And I said, listen, if it
17 upsets you that much -- we were going to a barbecue in
18 Hialeah at a cousin's, I said, take the flowers to your
19 cousin, we don't have to do that, but look, there's a
20 chapel, let's just go say a prayer. So we went to the
21 chapel and sat down and said the prayer.

22 The bottom line is, I never went to the grave.

23 Q. And did you come to find out why Ms. Gonzalez
24 was resistant to you seeing her mother's grave?

25 A. Yes. I went back to the grave after

1 December 15th and I found what I thought I might find.
2 Her mother's birth year was 1932. And around the time
3 that Julie had told me she thought she was pregnant, in
4 part of that discussion I had asked her, I said, Julie,
5 how old was your mother when she had you? She said, she
6 was 21. Well, I did the math. Sixty-five minus 21 is
7 44. And I said, geez, your mother was born the same
8 year as my brother, 1944. I can't forget it because of
9 that association.

10 So had I gone to that grave that day and seen
11 her birth date, birth year as 1932, the whole thing
12 would have blown open then. I would have known that
13 something very wrong was at hand. So basically, the
14 whole act was a -- and it worked. I didn't get to the
15 grave that day and I didn't discover her mother's true
16 birth year, which would have then tipped me off to the
17 whole identity fraud.

18 Q. Now, what happened on the weekend of
19 December 12th, 2009?

20 A. December 12th, we had just moved into the
21 third marital home that we were renting in Boynton
22 Beach. And at the end of our street was a Lutheran
23 minister. We were married Lutheran, I grew up Lutheran,
24 we sort of became friendly right away. We'd only lived
25 there for six weeks, he invited us to the Christmas boat

1 parade where the boats go down the Intracoastal Canal,
2 and his house is right on the Intracoastal Canal. And
3 so the boat parade, the party was for 7:00 p.m. and I
4 went to that party at 7:00 p.m. and Julie didn't arrive
5 until 9:00 o'clock that night, well after the parade had
6 passed.

7 Q. And what happened next?

8 A. Well, we just spent the rest of the evening
9 with the minister.

10 The next day, we were going to Punta Gorda,
11 which was December 12th, to go to a Christmas party at
12 Roberto De La Torre's home, her former husband's home,
13 and we had said we would leave at noontime, and I was
14 ready at noon and she was still fooling around in the
15 house. So it was about 2:30 when she finally came down
16 the stairs and said all of a sudden, let's get out,
17 let's go. And so I was spraying poison ivy bushes
18 across the street, so I went and put up the pesticide
19 and herbicide and got into the car. And when I got into
20 the car, she was just very, very attacking and telling
21 me that I was always making her late and she was sick
22 and tired of it, but it was in a very harshly derogatory
23 tone. And so I simply said -- and especially after her
24 arriving to the party two hours late the night before,
25 not even seeing it and then she was two hours late

1 today, she's arguing with me about being late, I knew it
2 wasn't something to do with me. So I said, Julie, you
3 don't make me feel like going to a Christmas party very
4 much, so I'll tell you what, I'm going to stay home, we
5 still had boxes to unload in the garage, we just moved
6 in, you want to go, you go. At that point in time, I
7 got out of the car, went inside and went about unloading
8 the next, you know, 36 hours, 24 hours and she took off
9 for Punta Gorda, supposedly.

10 Q. And what happened while she was gone?

11 A. Well, basically, I did all the unloading of
12 the boxes in the garage, everything was finally moved
13 in, and then finally came down, I guess, to cleaning up
14 and doing the laundry, and that was about 10:30 at night
15 on Sunday night, December 14th -- December 13th, and
16 that's when I was putting the stuff in the top drawer
17 and that's when I discovered the birth certificate and
18 then the passports and the condoms and everything else
19 got worse from there.

20 Q. When did you next see Ms. Gonzalez?

21 A. Actually, she didn't come home until Monday
22 afternoon, probably about 3:30 or 4:00 o'clock. And so
23 when she came home, she was out in the carport, I was in
24 the garage, and I -- after I discovered the birth
25 certificate and the condoms and that, I went through the

1 house and I took out all the paperwork I could find,
2 because I knew something really was amiss. And I also
3 took out her personal computer and I went and put it in
4 storage. And so I had gone through her closets and
5 taken out, there were some gowns there that were brand
6 new that were supposed to be for the fourth cruise that
7 we were going on in a couple weeks, I didn't even know
8 who I was giving those to because I didn't know the
9 woman involved, so I had taken that out of the house.
10 So the house had a little mess in it when she got home.

11 So when she first saw me, she was screaming,
12 did somebody break in the house, what's going on? And I
13 simply said, Julie, explain to me October 1st, 1952.
14 And at that point, she stopped, she paused for about 20
15 seconds, stepped back and said, you went into my private
16 things? And after that, a verbal argument ensued about
17 the lying and what in the hell was going on and this and
18 that and the other. It eventually ended with me leaving
19 and going to sit in the beach parking lot there in
20 Boynton Beach for about two hours and then coming home.

21 And about 6:30 that night, Julie came back to
22 the house with the Boynton Beach police and they sounded
23 surprised to see me when they walked in the house, and
24 that was because I had cleaned out the, the boxes out of
25 the garage and so you could park the car in there now,

1 so there was no car parked outside.

2 So they ordered me outside and they told me
3 that Julie had said that I had punched at her and missed
4 and hit the wall and had abused her physically, et
5 cetera, et cetera, which was absolutely not the case.
6 And so I explained that to both office -- I call them
7 officer one and officer two.

8 Initially, officer one took me outside to
9 interview me, and officer two was with Julie inside,
10 then they switched us over with Julie going with officer
11 one and me with officer two. And over about 30 minutes
12 of interrogation, of course I had no marks on me
13 anywhere, there were no marks on any wall, they decided
14 that this was a false claim and then escorted her away.

15 Q. I want to show you what I'm marking as
16 Exhibit 12 for identification. Do you recognize this
17 document?

18 A. Yes. This is the police report from the
19 incident on -- you know, from this claim of domestic
20 violence on 12/14/2009 at 6:18 p.m.

21 Q. And what were the indications by the officers
22 on this report?

23 A. Well, there was no evidence of any domestic
24 violence.

25 Q. It says -- do you see there it says, There

1 were no signs of injuries to either party?

2 A. I do.

3 Q. There was no evidence of the alleged assault
4 that was claimed by Julie; correct?

5 A. Yeah. Therefore, there was no probable cause
6 for charges of domestic assault battery.

7 Q. So no charges were filed against you on that
8 day; is that right?

9 A. That's correct.

10 Q. And besides the papers and the computer, did
11 you take any other personal items belonging to
12 Ms. Gonzalez, such as any jewelry or artwork?

13 A. No. All I remember taking was that there
14 were -- predominantly there were presents that I had
15 given to Juliem Gonzalez, who I then realized didn't
16 exist, and there were a couple of dresses that hadn't
17 even been worn and there were a couple other Christmas
18 gifts that I had given her, and that was all I took,
19 because I wanted to put things in the back of my 4Runner
20 and there wasn't all that much space to put things.

21 Q. And were you again shortly thereafter
22 contacted by any police?

23 A. No, not shortly thereafter. Of course, being
24 in the physician recovery group, I'd go to meetings
25 every Monday night and I would talk about what was going

1 on in my personal life. And in one of my groups, you
2 know, I told them the shock of what was going and they
3 just said, Lloyd, just be aware, I don't feel good about
4 this, something else is going to come up. And lo and
5 behold, on December 23rd, which was Wednesday, two days
6 before Christmas '09, I had a knock on the door about
7 11:00 o'clock and I answered the door and it was the
8 SWAT team in full regalia and then they served me with a
9 protection order.

10 She had gone back before Judge Burton at the
11 time on December 22nd, I mean eight days after this
12 police report existed that said there was no domestic
13 violence, and basically claimed the same domestic
14 violence. Somehow Judge Burton, I guess, wasn't aware
15 there was this police report and he signed this
16 protection order and I was put out of my home in about
17 ten minutes.

18 The ironic thing, too, is that we don't have
19 her cell phone records, because we have requested them
20 multiple times in discovery, but if we had those cell
21 phone records, you would have seen that she had even
22 called me on Monday, December 21st, and we had talked
23 for about three or four minutes and that's when I told
24 her I knew about the embezzlement, I knew about Josef
25 Wilblinger, she needed to return my car to me and we'd

1 get the attorneys and get this finished rather quickly.
2 And, of course, the next day, she had me put out of the
3 home.

4 Eventually, we go to the domestic violence
5 hearing with Judge Burton on January 5th, 2010, there
6 was no domestic violence. He would rescind that
7 temporary order and I was allowed to then go back home
8 on the evening of January 5th.

9 Q. And when you got back home, what did you find?

10 A. The house had been stripped. The only thing
11 she left was my son's furniture in his room, but
12 everything else, couches, bedroom mattresses, window
13 treatments, even we had just had four ceiling fans put
14 in, and I have a picture for the novelty of it, it's
15 just the wiring hanging from the ceiling, because that
16 was about all that was left.

17 Q. And I want to show you what I'm marking as
18 Exhibit 13. Exhibit 13, do you recognize this letter?

19 A. Yeah. It's an estimate of the value of the
20 things that were missing when I returned home. I must
21 say that you can probably multiply this four times on
22 the replacement cost of these things going out and
23 having to buy them new, but yeah, that's what this is.

24 Q. And this letter is from me sent to Julie in
25 care of her attorneys; correct?

1 A. Yes.

2 Q. Now, I'd like you to go through the items that
3 you've demanded return of and the values stated therein.

4 A. Well, there's a dining room set valued -- the
5 estimated value is \$1800. It was a 12-foot wooden set
6 with eight captain's chairs. The king mattress,
7 box-spring, there was a -- I had one very fine piece of
8 artwork, it was an Armani Peacock --

9 THE COURT: I can just look at this. You
10 don't have to read it.

11 THE WITNESS: Yeah.

12 MR. ARAGONA: That's fine. Well --

13 THE COURT: This is a list that you compiled
14 of what was in your house?

15 THE WITNESS: Yes.

16 THE COURT: Okay.

17 MR. ARAGONA: Your Honor, what this is -- oh,
18 actually, this will be useful for the Court. This
19 is a civil theft demand letter sent by myself to
20 Ms. Gonzalez through her attorneys and actually
21 adds up the amount of those disability checks. The
22 original letter attached them, but because I
23 already used it as an exhibit, I omitted them from
24 this copy. And they actually add up to
25 \$231,677.30. Additionally, these other items, and

1 I'll just present them into evidence, added up to
2 \$12,825. And I would like to submit the last
3 several exhibits that I have into evidence for the
4 Court's consideration.

5 THE COURT: Go ahead.

6 MR. ARAGONA: May I approach?

7 THE WITNESS: That's all the exhibit you've
8 given me.

9 MR. ARAGONA: These are exhibits --

10 THE COURT: The furniture we're talking about,
11 this was furniture that was purchased new for this
12 property or what you had moved from where you had
13 been?

14 THE WITNESS: Most of it was moved from the
15 prior place, Your Honor.

16 THE COURT: When was the property purchased?

17 THE WITNESS: Oh, between 2000 -- I'd say 2004
18 to 2009.

19 THE COURT: Do you remember where you bought
20 it from?

21 THE WITNESS: Well, it varies. I'd have to
22 look at it. The Armani Peacock --

23 THE COURT: I need to know what it was worth
24 when you bought it so I can get a rough idea of
25 what we're talking about.

1 THE WITNESS: Pardon me?

2 THE COURT: In other words, I mean, did you
3 buy it from a consignment shop or did you buy it
4 from Baer's or something like that?

5 THE WITNESS: No, no, no, nothing was from a
6 consignment shop, it was bought from furniture
7 stores. And my Armani Peacock was bought at an art
8 gallery. Mattresses and that came from something
9 like Dillard's.

10 THE COURT: Okay.

11 THE WITNESS: We had bought a painting on a
12 trip to Alaska. The ceiling fans had been bought
13 at Home Depot. The recliner had been bought at one
14 of the upscale fabric stores -- I mean furniture
15 stores that had designer fabric. The window
16 treatments had been bought at various stores like
17 Dillard's and the HomePlace (sic).

18 THE COURT: Did you ever use the window
19 treatments from the other apartment in this one?

20 THE WITNESS: No. Those were pretty much -- I
21 think they were pretty much new, yeah, because we
22 left the window treatments in the other place.

23 Dishes and silverware, you know, again,
24 Macy's. Power tools and that were mostly from Home
25 Depot. Dolly was from the U-Haul people. The

1 Christmas ornaments I had collected over years. I
2 mean, those are going back to my childhood. The
3 television was old, but it was a big Zenith, it was
4 probably worth at least \$500.

5 BY MR. ARAGONA:

6 Q. Now, this letter was dated on April 15, 2013;
7 correct?

8 A. Yes.

9 Q. To your knowledge, has there ever been a
10 response to this letter --

11 MR. ARAGONA: May I approach, Your Honor?

12 THE COURT: Yes, sir.

13 THE WITNESS: No.

14 MR. ARAGONA: -- from Ms. Gonzalez?

15 THE WITNESS: No. The problem in the last
16 several years is that she just used a
17 state-protected address. We have never been able
18 to reach her or find her. And that address had
19 been granted based on this claim of domestic
20 violence and I have yet to see a piece of evidence
21 that I did anything.

22 THE COURT: What did you spend to put the
23 place back together?

24 THE WITNESS: Well, between 50 and 60,000.

25 THE COURT: In furniture?

1 THE WITNESS: Furniture, televisions, you
2 know, dishware, china, silverware, window
3 treatments, curtains, a bed, master room dresser
4 drawers. Yes, it adds up. Carl's is where I got
5 most of the stuff.

6 MR. ARAGONA: Okay.

7 THE WITNESS: I think part of the replacement
8 furniture, too, Your Honor, and going out and
9 buying that furniture, I was in such shock at that
10 point in time and overwhelmed by what I had
11 discovered. And then going home and having the
12 last bit of what was my sanity disappear, I think I
13 went out and I did refurnish it, you know, nicely,
14 good furniture, yeah.

15 BY MR. ARAGONA:

16 Q. Now, so you went to a hearing before a judge
17 on these allegations of abuse; correct?

18 A. That's correct.

19 Q. And what was the result?

20 A. The result --

21 THE COURT: He testified, he said that Judge
22 Burton didn't issue to the extent --

23 THE WITNESS: There was no evidence.

24 One other profound thing happened during
25 that hearing, though.

1 THE COURT: I'm aware of it. I'm aware that
2 the original order was ex parte.

3 MR. ARAGONA: Correct.

4 THE WITNESS: Then if I could add one
5 significant thing. During that interview or during
6 that session when she told this terrible story of
7 abuse, Judge Burton said to me, now, Doctor, what
8 do you have to say about that? And I began -- I
9 said, well, Your Honor, it's a fabrication. It's a
10 fabricated story. He said, well, why would someone
11 make up such a story? And I said, she's laundering
12 money. And that's when we got into, you know, all
13 the disability checks that are missing. And he
14 then turned to Ms. Gonzalez and said, Ms. Gonzalez,
15 you got a hundred thousand stashed somewhere? No,
16 Your Honor. And that, of course, is in the
17 transcript of that hearing.

18 BY MR. ARAGONA:

19 Q. Who is Josef Wilblinger?

20 A. It was her past, and it turned out to be an
21 ongoing, lover that now, through the checks written to
22 him and other receipts, she kept receipts of their going
23 to the movies, their going to dinner, she was supporting
24 him, as acknowledged in her deposition, his home
25 expenses, filling up his gas tank each week that she saw

1 him. In 2009, other than three or four weekends we were
2 out of town, she pretty much saw him every Thursday or
3 Friday and was passing along money to him. She even, I
4 think, already acknowledged she already, you know,
5 bought this ticket for him to go to Austria. She had
6 the memorabilia of his trip to Austria, a newspaper
7 article written about Josef Wilblinger, which we have
8 here, you know, some heroic article about him back in
9 Austria. And the fact is, I wrote the editor of that
10 newspaper and pointed out who I was and how I came to
11 pay for Mr. Wilblinger's trip to Austria, and his
12 aspiration to travel around the world again wasn't going
13 to happen because I was associated with Ms. Gonzalez.

14 Q. Now, did you ever knowingly pay for artwork
15 either for Mr. Wilblinger's benefit or from him?

16 A. Absolutely not. I thought that Josef
17 Wilblinger was out of Juliem's life in 2006. I knew of
18 him from our working association that he was her, quote,
19 prior lover, live-in lover, but he supposedly was out of
20 her life in 2006. And so when I saw his name --
21 initially in the records at the house, I didn't have any
22 of these checks written to Josef Wilblinger, all I had
23 was the check registers. But in the check registers,
24 she had written Josef Wilblinger, and she even put for
25 painting, Balinese Girls, and I knew exactly what

1 painting that was.

2 Q. So what painting was that?

3 A. It was a painting that she had brought home to
4 our Lancaster Road home in 2008. And when she brought
5 it home, I said, you know, Julie, why did you get this?
6 Because she hung it in the master bedroom. She says,
7 oh, I bought this when I was a flight attendant flying
8 for Eastern Airlines and it was in my storage. And so
9 when I saw then a check written to Josef Wilblinger for
10 purchase of this Balinese Girls painting, what it meant,
11 it told me the story about it was her painting and then
12 monies were being passed to Josef Wilblinger for a
13 painting, Josef Wilblinger was back in the picture. And
14 then as you will see from this Will that we're going to
15 uncover, she'll go on to say in the Will that the
16 painting belongs to Josef Wilblinger, which then what
17 has my \$3,000 been paid for?

18 Q. Now, did you know about any of this prior to
19 December of 2009?

20 A. Absolutely not, which again speaks to my
21 unawareness, too, of what was going on in her AmTrust
22 account. If I had any access to that AmTrust account, I
23 would have discovered this affair, this funneling of my
24 funds to Josef Wilblinger. I mean, obviously that would
25 have been opening Pandora's Box. But I had no access to

1 it.

2 Q. Now, did there come a point where you planned
3 a cruise to Alaska with Ms. Gonzalez?

4 A. Yeah. After Mother's Day 2009, rather
5 suddenly I had scheduled to attend the Florida Society
6 of Dermatologic Surgery meeting, because although I was
7 in a retirement status, I was continuing to do
8 continuing medical education. So that was at the end of
9 May, 2009, Mother's Day being in the middle of May, and
10 suddenly Julie said, oh, we're going to be able to take
11 a vacation, we're going to Alaska. And in June, as a
12 matter of fact, the cruise was June 13th to June 20th.

13 Q. And did you come to find out that Ms. Gonzalez
14 had actually taken out several life insurance policies
15 on you close to the time of this trip?

16 A. I knew at the time that there was one -- she
17 had said to me right around the time, you know, we're
18 traveling a lot, we ought to get some accidental
19 insurance, accidental death life insurance in the event
20 anything happens on one of these trips. I'm going to
21 send off this application to Mutual of Omaha. That
22 application is filled out by her in her handwriting, but
23 I did sign that one. That one was for a 500,000-dollar
24 policy, and under certain circumstances, the benefit
25 could go up to 750,000. I did not know that there were

1 two other accidental death life insurance policies
2 purchased on me at that time, within a matter of a few
3 days of that time, one for \$60,000 and another for
4 \$10,000. And I certainly didn't know there was an
5 application for yet another accidental death policy in
6 November of 2009. All of these are supposedly submitted
7 by me, but, you know, you'll see in handwriting in that
8 that it's Juliem that's doing this.

9 And I absolutely did not know that, at the
10 same time that she's buying these accidental death
11 policies, there is a Will in which there is no
12 contingency for my survivors and my things and the
13 monies in this account are being passed along to Josef
14 Wilblinger, her former husband, Roberto De La Torre, and
15 her family. I have six children and six grandchildren
16 that she knows.

17 Anyway, there's one token gift for \$25,000 to
18 my youngest son and I think that's a cover gift to make
19 sure she could just say, well, we gave something to one
20 of them, that's all he had.

21 THE COURT: Is this her Will or your Will?

22 THE WITNESS: No, I don't. I don't know that,
23 Your Honor.

24 THE COURT: Is this her Will or your Will?

25 THE WITNESS: This is her Will.

1 THE COURT: Oh.

2 MR. ARAGONA: Well, Your Honor, we're going to
3 get to that as my next exhibit, but before that,
4 I'd like to --

5 THE WITNESS: I did not know there was a Will
6 in which I was dead.

7 MR. ARAGONA: I want to show the witness
8 Exhibits Number 14 and 15 marked for
9 identification.

10 THE WITNESS: Wrote it, dear.

11 BY MR. ARAGONA:

12 Q. That's 14 and that's 15. Here you go, sir, 14
13 and 15. Please take a look at these documents and tell
14 me if you recognize them and what they are.

15 A. Okay. First is 14 -- well, under 14 is the
16 application for the Mutual of Omaha policy for \$500,000.
17 It's filled out by Juliem, it's signed by myself. The
18 second page, next page seems to be a duplicate of that.
19 That's the face sheet on it, that's the face sheet on
20 the Omaha policy.

21 The next page has the three checks sent out to
22 the three different companies, Globe Life and Accident
23 Insurance Company. This is a policy for \$50,000 of
24 accidental death and \$10,000 of term life insurance. No
25 physical was required. I will say in those physicals,

1 she says that I have no illnesses.

2 Then next is the check to Mutual of Omaha for
3 the policy that we just talked about.

4 And this third one is a check to AAA. This
5 was a 10,000-dollar accidental death policy that you can
6 get through AAA, and I used to be a AAA member.

7 Q. Now, with regard to --

8 A. They're all signed by Juliem.

9 Q. Right. Now, these checks were written on what
10 dates?

11 A. May 20, '09, June 1, '09, and June 1, '09.

12 Q. And when was your cruise to Alaska?

13 A. June 13th to June 20th.

14 Q. And what about Exhibit 15?

15 A. Okay, Exhibit 15 would be another application
16 supposedly from Lloyd Wickboldt to HSBC Insurance
17 Company. The HSBC I believe is significant in that it's
18 HSBC that she has her home mortgage with. I don't know
19 anything about HSBC, but that's who she makes her home
20 mortgage payments to, the home in Miramar. But anyway,
21 she's applying here for another accidental death policy.
22 This one, as far as I know, never gets issued.

23 Q. But it was applied for?

24 A. It looks like it. It says, Life insurance
25 application received by Household Life Insurance Company

1 for the person named above has been closed as
2 incomplete, and it's my name, Lloyd G. Wickboldt.

3 Q. Did you have any knowledge of those policies,
4 other than the one that you discussed that you did know
5 about, did you know about the other policies?

6 A. No, none of the other three.

7 MR. ARAGONA: And I would like to admit those
8 documents into evidence, Your Honor.

9 THE COURT: Admitted.

10 Did you go on the cruise?

11 THE WITNESS: Yes, I did.

12 THE COURT: Oh.

13 BY MR. ARAGONA:

14 Q. Yeah, and when you went on the cruise, did you
15 notice anything suspicious about Ms. Gonzalez's
16 behavior?

17 A. Well, you know, there were times -- there have
18 been times in my life when I struggled with drinking
19 alcohol, and so what was a little bit different on this
20 cruise, as on a former cruise, she was -- first she
21 says, you know, I don't worry about you drinking when
22 we're on the cruise, I know you can handle it. And, of
23 course, you know, I think that if you tell someone that
24 has had a drinking problem, give them the go-ahead to
25 drink -- you know, I did have a beer once in a while on

1 a Friday night. That was another thing that she would
2 say. Oh, I know you've been waiting for me all day, you
3 can have a beer. But that was just one beer. But this
4 is like, oh, you can drink on the cruise. And, you
5 know, cruises are places where people drink a lot.

6 I went on the cruise. We went through those
7 glacial waters of Alaska. We had a balcony room on the
8 seventh floor of this Celebrity Cruise Line Hotel.

9 A little twist to this story, too, is that
10 Josef Wilblinger is the former director of personnel for
11 Celebrity Cruise Lines and we were on a Celebrity
12 cruise. She worked for Royal Caribbean. And employees
13 of cruise lines certainly know where accidents can
14 happen.

15 Q. I'd like to show you Exhibits Number 16 and 17
16 and ask you one at a time, first 16, if you recognize
17 these documents.

18 A. Yes.

19 MR. ARAGONA: Your Honor, I have an additional
20 copy of these for you.

21 THE WITNESS: This May 28, 2009, My Will,
22 Juliem Gonzalez, there are many, many significant
23 things in this Will in the subsequent --

24 BY MR. ARAGONA:

25 Q. Well, first of all, let me ask you: Where did

1 you locate these documents?

2 A. Oh, these documents came off of the document
3 section of her personal computer that I would eventually
4 have downloaded in February of 2010. I had taken it out
5 of the house the night I discovered this birth
6 certificate and then I got around to having it
7 downloaded in February. In the document section was
8 this Will and the reference of explanation that she sent
9 to Roberto De La Torre.

10 Q. And what are the dates of the two documents?

11 A. The document called My Will is May 28, 2009.

12 Q. And the other one?

13 A. Reference explanation of Will is June 9, 2009,
14 so that would have been four days before we got on the
15 ship to Alaska.

16 Q. Okay. So you've reviewed both of these
17 documents thoroughly, haven't you?

18 A. Yes, I have.

19 Q. And what of significance would you like to
20 explain about these documents?

21 A. Well, there are lots of things of
22 significance. And right in the beginning, In the event
23 of my death, I entrust Roberto De La Torre Gonzalez, who
24 is my dear friend, family and my first husband, to be
25 the person assigned to carry out my Will and distribute

1 my possessions.

2 Everything in here is my, even on these
3 checking accounts and the funds in them are referred to
4 as my. None of them reflect the fact that it's my funds
5 that have been put into the AmTrust account, et cetera.

6 And then this was chilling when I read it.
7 The only reference to me in this Will, in the Will, is
8 Wachovia checking. This is an account with Lloyd
9 Wickboldt.

10 Q. And she doesn't mention that you're her
11 husband?

12 A. Not my husband, not the dear guy who's
13 provided me with this money. It's Lloyd Wickboldt.

14 There are many other things, too. Like I
15 said, there is a token gift to my youngest son for
16 \$25,000.

17 THE COURT: I can read it.

18 BY MR. ARAGONA:

19 Q. And what about the explanation of the Will?

20 A. Well, in the explanation of the Will --

21 THE COURT: Now, is this -- there is an
22 executed copy and witness and all that stuff?

23 MR. ARAGONA: No, there is not.

24 THE WITNESS: No, sir.

25 THE COURT: Oh, no, this is actually a

1 nonvalid Will.

2 MR. ARAGONA: It's not a valid Will because --

3 MS. GONZALEZ: Thank you, Your Honor.

4 MR. ARAGONA: -- she contends at the time that
5 she's admitted that she's his girlfriend.

6 THE WITNESS: It's the content of the
7 document.

8 MS. GONZALEZ: That's not true.

9 THE WITNESS: It's the content of the document
10 that's significant.

11 THE COURT: Well, you can testify --

12 MR. ARAGONA: Excuse me?

13 THE COURT: You can say, you know, what you
14 want about it.

15 THE WITNESS: Okay, the next thing --

16 THE COURT: Well, I can read the Will. In
17 fact, I've already read it, so you don't need to
18 read it for me.

19 THE WITNESS: About the letter of reference.

20 THE COURT: The reason I'm kind of pushing
21 along a little bit is I have to leave at
22 4:30, okay, so this case has got to end at 4:30.

23 THE WITNESS: Okay. The next one --

24 THE COURT: When I leave from here, I have an
25 appointment in North Palm Beach, I'm a guardian.

1 And tomorrow I leave for north Georgia and will not
2 be back till the middle of August.

3 MR. ARAGONA: Your Honor, I will do the very
4 best I can to streamline it.

5 THE COURT: It was represented to me that this
6 case would take about four hours.

7 MR. ARAGONA: This was originally scheduled
8 for two days.

9 THE COURT: Well, obviously, it shouldn't be
10 two days.

11 MR. ARAGONA: No. And so --

12 THE COURT: So I think instead of having
13 you -- if they're admitted in evidence, I can read
14 them. He doesn't need to read them to me.

15 MR. ARAGONA: That's fine. We would move to
16 admit them into evidence.

17 THE WITNESS: Can I just point out this
18 last --

19 MR. ARAGONA: One thing, we'll indulge just
20 for one moment. Very quickly, though.

21 THE WITNESS: Please notify Lloyd's son,
22 Charles Wickboldt. He's only 16 years old, his
23 information is also in the filing cabinet next to
24 the computer. Try to speak with him directly when
25 you are ready to do so. He should be the only one

1 notified of Lloyd's passing. He is the only one
2 who cares for his dad. And --

3 BY MR. ARAGONA:

4 Q. So this Will presupposes that you are
5 deceased.

6 A. Yeah. And there's no contingency for my
7 survivors and what would happen if she would die before
8 me. The reason there's no contingency is I wasn't
9 supposed to --

10 MR. ARAGONA: To try to move along quickly,
11 Your Honor, so that we can wrap up timely, I'm
12 going to go to two of the main last issues that we
13 need to discuss.

14 BY MR. ARAGONA:

15 Q. Tell me about the circumstances surrounding
16 the purchase of the 2006 Lexus IS350.

17 A. Well, this is June of 2006, a full year before
18 there would be even the alleged marriage of April 2007.
19 Julie's car was an older Saab, it had a wrecked kind of
20 dysfunction. If you got into the passenger seat, you
21 couldn't get out without crawling out the other side.

22 THE COURT: I don't need to know all this.

23 THE WITNESS: Okay.

24 THE COURT: Did you buy her a car? If so,
25 what did you buy her?

1 THE WITNESS: I did not.

2 THE COURT: And --

3 THE WITNESS: Okay, I bought a car -- okay,
4 I'll answer it.

5 BY MR. ARAGONA:

6 Q. Was the car purchased in your name?

7 THE COURT: You got another car.

8 MR. ARAGONA: You can ask the questions, if
9 you'd like, Your Honor.

10 THE COURT: Well, no, I just -- please be a
11 little more direct.

12 MR. ARAGONA: Well, Ms. Gonzalez is
13 claiming -- Ms. Gonzalez --

14 THE COURT: Florida law basically is, what's
15 acquired during the marriage is a 50/50 split. I
16 understand where you're going with this, that her
17 portion has already been spent and then some.

18 MR. ARAGONA: No, Your Honor.

19 THE COURT: I understand where you're going
20 with this, but I'm following it, so I don't need
21 all the background.

22 MR. ARAGONA: That's not entirely correct.
23 We're seeking to annul this marriage --

24 THE COURT: Well, I know the law.

25 MR. ARAGONA: -- which changes the analysis.

1 That changes the analysis completely.

2 THE COURT: I understand.

3 BY MR. ARAGONA:

4 Q. Did you purchase this vehicle in your own
5 name?

6 A. I purchased the vehicle in June of 2006 in my
7 name to have a second car so that if there was ever a
8 need for her to use a car, there would be either the
9 existing car I had, the 4Runner, or this car.

10 Q. Was the car a gift to Ms. Gonzalez?

11 A. No.

12 Q. The vehicle was purchased prior to the
13 marriage, wasn't it?

14 A. Yes.

15 Q. How much money did you put down on the
16 vehicle?

17 A. Eight thousand five hundred dollars.

18 Q. What was the monthly cost of the vehicle,
19 approximately?

20 A. Six to \$700.

21 Q. Now, certainly if you wanted to give this as a
22 gift to Ms. Gonzalez, you would have titled it under her
23 name, wouldn't you?

24 A. Of course.

25 Q. And I want to just show the next exhibit,

1 which is the installment contract for the Lexus and
2 should be admitted into evidence in this case, as well.

3 THE COURT: Is the car paid for?

4 THE WITNESS: No, it's repossessed, Your
5 Honor.

6 THE COURT: It's been repossessed?

7 BY MR. ARAGONA:

8 Q. Well, the car has not physically been
9 repossessed by Lexus, has it?

10 A. No, it's in a repossessive (sic) status. It
11 hasn't been able to be found.

12 Q. Ms. Gonzalez drives the car, to your
13 knowledge; is that correct?

14 A. Yes.

15 Q. And did Ms. Gonzalez --

16 THE COURT: Well, are there still payments
17 left on it?

18 THE WITNESS: Yes.

19 THE COURT: There are? Okay.

20 BY MR. ARAGONA:

21 Q. And did Ms. Gonzalez ever allow the insurance
22 to lapse on this vehicle?

23 A. Yes.

24 Q. Did that cause any problems for you?

25 A. Yes. My driver's license was suspended.

1 Q. So to this -- today, as we sit here, are you
2 paying insurance on this vehicle?

3 A. Yes.

4 Q. And that's solely so your license will not be
5 suspended; correct?

6 A. That's correct.

7 Q. Did you request Ms. Gonzalez to return the car
8 to you?

9 A. Yes.

10 Q. Has she?

11 A. No.

12 Q. Do you -- hold on.

13 Please explain the circumstances surrounding
14 the Capital One credit card.

15 A. Okay. In summer of 2006, I guess we needed
16 some money. I agreed to open up a line of credit with
17 Capital One. I remember it was Capital One at the time.
18 But I agreed to open up a line of credit. I requested a
19 thousand-dollar check on a 5,000-dollar line of credit.
20 That check arrived. I read the contract. The interest
21 rates were very high. I destroyed the check and asked
22 Julie to inform them that the check was destroyed. I
23 have evidence of that, what I wrote on the bill when
24 they sent us a bill for a thousand dollars. And that's
25 the last I knew of anything to do with Capital One as

1 far as a line of credit. And I certainly had never seen
2 a credit card associated with that account.

3 Q. Did you contact the fraud department?

4 A. In early 2007, I must have made it to the
5 mailbox and encountered a bill from Capital One credit
6 card company in the name of Lloyd Wickboldt. So I
7 contacted Capital One and told them that I didn't have a
8 Capital One card, that it was a fraudulent card out
9 there, so they began a full investigation.

10 Q. And what happened?

11 A. Well, of course, I went to the home business
12 manager Julie and said, please send them the information
13 showing we never cashed the check and I don't have any
14 credit card.

15 Q. And did Ms. Gonzalez help you to pursue the
16 fraud investigation?

17 A. Well, I got a subsequent letter in April
18 saying that the file had been opened, but they had not
19 received the documentation that they were requesting.
20 So I went back to Julie, I said, Julie, we need to send
21 them everything to show that we don't have any Capital
22 One credit card.

23 Q. Did she assist you with that?

24 A. Yes.

25 Q. And what happened?

1 A. Well, as you'll see from the documents, she
2 faxed something back to Capital One which called off the
3 fraud investigation. And then you will subsequently see
4 that she opens up a user account name for that account
5 as Juliem Gonzalez.

6 Q. And did you subsequently find out that
7 Ms. Gonzalez continued to use the card over the months?

8 A. Well, I discovered the credit card in
9 January of 2010 when I got a bill from Capital One for
10 \$3,500 on the credit card. And I called them and said,
11 I don't have a credit card from Capital One. They said,
12 yes, you do and it's been used for the last several
13 years. At that time, I had no remembrance that the
14 original line of credit was even from Capital One.

15 Q. And I want to show you Exhibit Number 19, and
16 are these documents that your attorney subpoenaed from
17 Capital One credit cards?

18 A. Yes, they are.

19 Q. And you've previously reviewed those
20 documents; correct?

21 A. Yes.

22 Q. And did you make any of the charges that
23 appear on those statements?

24 A. No.

25 Q. To your knowledge, did Ms. Gonzalez make those

1 charges?

2 A. Yes.

3 Q. Did you ever use this card?

4 A. No.

5 Q. Did you ever see the card?

6 A. No.

7 MR. ARAGONA: I would submit this into
8 evidence, as these documents are attached with an
9 affidavit authenticating the documents from Capital
10 One credit cards.

11 THE COURT: The number?

12 MR. ARAGONA: Nineteen.

13 THE WITNESS: Nineteen.

14 MR. ARAGONA: Exhibit 19. And I move any
15 prior exhibits that I have, I'd like to move into
16 evidence, 14, 15, I think they're in order, 16, 17,
17 18 and 19.

18 May I approach, Your Honor?

19 THE COURT: So I've got 1 through --

20 MR. ARAGONA: I'm up to 14.

21 THE COURT: Take a look at what I've got and
22 make sure I got them all.

23 MR. ARAGONA: Okay.

24 THE WITNESS: And this is one, also? Oh, that
25 was just a --

1 MR. ARAGONA: That was a copy for you. If I
2 could just have a moment to put them in order.

3 THE COURT: Please.

4 MR. ARAGONA: Exhibit 1 is the big folder,
5 which --

6 THE WITNESS: This was an extra copy that I
7 take back.

8 MR. ARAGONA: And that's an extra copy. Okay.
9 Thirteen. And then I'm submitting now 14 through
10 19. And these are all the exhibits so far. This
11 is extra copies.

12 THE WITNESS: Your Honor, may I take this coat
13 off?

14 THE COURT: Yeah, sure.

15 BY MR. ARAGONA:

16 Q. Dr. Wickboldt, as we must try to wind this up
17 quickly, is there anything else that you would like to
18 say about the circumstances of your marriage or anything
19 else before you leave the stand?

20 A. Well, I think we have additional documentation
21 that after the marriage, in some legal format
22 Mrs. Gonzalez -- Ms. Gonzalez refers to me as a friend.
23 And I guess the reason behind the annulment is that not
24 only did I not know any of her true life story and
25 identity, she never took my name, Wickboldt, never took

1 on the name Wickboldt. In her Will, I'm only referred
2 to as Lloyd Wickboldt. We have documents that show that
3 she refers to me as a friend and -- after the wedding.
4 And there was no action ever taken by her in all this
5 financial movement of money that is moving money in any
6 sort of joint way. It's always into her possession and
7 into her family and her lover's possession, et cetera.
8 So there never is a marriage here.

9 Q. Two last things I want ask you. First of all,
10 besides knowing that you didn't sign certain checks or
11 other documents which we have and we may use with
12 Ms. Gonzalez, how did you know where Ms. Gonzalez would
13 forge your signature? Were there any earmarks on the
14 signature that would alert you that it was forged?

15 A. Oh, yeah. Whenever I -- you know, I often
16 sign my name Lloyd Wickboldt, M.D. or L. Wickboldt, M.D.
17 And the degree of doctor of medicine is capital M,
18 capital D. She very specifically, when she forges my
19 name, uses capital M, small D, and that's just not a
20 mistake a medical doctor would do.

21 Q. So any signatures we have that has a small D
22 at the end are not your signatures?

23 A. That's correct.

24 Q. Lastly, as you sit here today, knowing
25 everything that you know now, would you have ever

1 married Ms. Gonzalez with the knowledge that you have
2 today?

3 A. No.

4 THE COURT: You were going to read the
5 deposition of Dr. --

6 MR. ARAGONA: Yes, I'd like to do that at this
7 time.

8 THE COURT: Okay.

9 THE WITNESS: Can I have one other thing,
10 Ms. Aragona?

11 MR. ARAGONA: If you need to.

12 THE WITNESS: There was not a marriage license
13 at the time of the wedding, which was April 28th.
14 Of course, there was plenty of time for one to be
15 there, but she actually managed to pull off that
16 wedding without giving -- without presenting a
17 marriage license to the minister and he went ahead
18 and performed the ceremony. There subsequently was
19 one, but it was under very, very peculiar
20 circumstances. And that's another reason for the
21 requesting of the annulment. There wasn't even a
22 marriage license at the time of the wedding.

23 BY MR. ARAGONA:

24 Q. Okay. Subsequently there was, though;
25 correct?

1 A. Yeah, June 6th.

2 Q. All right.

3 MR. ARAGONA: Your Honor, I'd like to point
4 your attention to Exhibit Number 8, which is that
5 marriage record document.

6 THE COURT: All right, I'm familiar with it.

7 MR. ARAGONA: And I have filed the deposition,
8 the original transcript with the Court of Pastor
9 Tom Pfothenhauer and I would like to read just a
10 small portion of the deposition, not the entire
11 one --

12 THE COURT: Okay.

13 MR. ARAGONA: -- to substantiate
14 Mr. Wickboldt's testimony as to this marriage
15 record.

16 Pfothenhauer, of course, he states his
17 name. The deposition was taken at approximately
18 1:12 p.m., June 14, 2012. Pastor Pfothenhauer
19 resides at 7380 Afton Road, Woodbury, Minnesota.
20 And so he's outside of 100 miles of the
21 jurisdiction, so it's appropriate to read his
22 deposition.

23 Pastor Pfothenhauer testified:

24 "I am a pastor in Woodbury, Minnesota at
25 Woodbury Lutheran Church.

1 "And prior to that, where were you
2 pastoring?

3 "Answer: I was serving at St. Paul
4 Lutheran Church in Boca Raton, Florida from roughly
5 July 2004 to July or August 2008.

6 "And while you were serving in Boca
7 Raton, did you have occasion to meet Lloyd
8 Wickboldt?

9 "Answer: Yes.

10 "Question: Do you recall approximately
11 when you met Lloyd?

12 "Answer: Well, it must have been in
13 2006, I believe somewhere in that time frame. I
14 don't know the exact date, though.

15 "And he became a regular worshiper at the
16 church?

17 "Answer: Yes, he did."

18 Moving along, if you give me just a
19 moment.

20 "Question: Now, I sent you a letter with
21 some documents. One of the documents is a kind of
22 mimeograph sheet that says Marriage Record on it.

23 "Answer: Yes.

24 "Do you have it in front of you?

25 "Answer: I sure do."

1 Whereupon the exhibit was marked as
2 Exhibit 1 to the deposition.

3 "Question: And first of all, is that
4 your handwriting reflected in that report?

5 "Answer: Yes, it is.

6 "And when it says 4/28/07, 3:30, Place:
7 St. Paul, does that indicate where the marriage
8 took place?

9 "Answer: Yes, sir.

10 "Then you have the name of the groom.
11 Where did you get that information, the name of the
12 groom?

13 "Answer: From Lloyd.

14 "And the next line has his address;
15 correct?

16 "Answer: Yes.

17 "Question: And it has his date of birth
18 and it says 1/8/52 on his date of birth. Did you
19 get that from Lloyd?

20 "Yes, I did.

21 "Now, the name of the bride you have is
22 Juliem, J-U-L-I-E-M, Gonzalez; is that correct?

23 "Answer: Yes, it is.

24 "Question: Where did you get that name
25 from?

1 "Answer: I got it from that Julie.

2 "Question: Did you question her with
3 regards to her name when she gave it to you to make
4 sure you got it correctly?

5 "Absolutely, just because, you know, I
6 remember that being a name I hadn't heard,
7 interesting name, so to make sure I had it spelled
8 correctly and so forth.

9 "Question: Did you ask her to spell it,
10 actually spell it for you?

11 "Answer: I do not remember. I would
12 venture to say yes, but I can't say I remember the
13 incident.

14 "Question: Then you have the DOB, date
15 of birth, as 10/1/65; correct?

16 "Answer: Yes, sir.

17 "Where did you get that information?

18 "Answer: It would have been from her, as
19 well."

20 And that's all the testimony that I want
21 to read from Pastor Pfothenhauer's deposition. And
22 I'm done with the witness.

23 THE COURT: Okay. Cross examine? Any
24 questions of the --

25 MS. GONZALEZ: Yes.

1 THE COURT: You have some questions?

2 MS. GONZALEZ: Yes, I have questions.

3 CROSS EXAMINATION

4 BY MS. GONZALEZ:

5 Q. First of all, I'm going to start off with the
6 account from Capital One.

7 A. Okay.

8 Q. This account, when was this opened, this
9 account?

10 A. Well, you have to show it to me and I could
11 look at it.

12 Q. Don't you have a copy?

13 A. No, I don't.

14 8/15/06.

15 Q. Thank you.

16 Whose signature is this?

17 A. It's mine.

18 Q. Okay. But you said earlier that you had no
19 idea that this account had been opened and that you
20 believe that I had opened it for you.

21 A. No, I did not say that.

22 Q. What did you say?

23 A. I said that I had opened a line of credit with
24 Capital One.

25 Q. Right.

1 A. And I had requested a check for \$1,000.

2 Q. Did you pay that thousand dollars?

3 A. As you look into those records, you will see
4 that that check was destroyed and never used.

5 Q. I recall exactly that --

6 THE COURT: You can't testify. Now you have
7 to ask him questions.

8 MS. GONZALEZ: Oh, I have to ask him
9 questions?

10 THE COURT: You can make that a question,
11 don't you recall him saying...

12 MS. GONZALEZ: This is not actually complete.
13 I have it -- I know that my attorney had a copy
14 where he claimed that he never used the check for a
15 thousand dollars and that thousand dollars sat on
16 this account collecting -- I had no idea that he
17 was using this credit card. This was before I even
18 moved in.

19 THE COURT: Well, he asked him if he used the
20 credit card and he had said no.

21 MS. GONZALEZ: Right.

22 THE COURT: He said he had torn up the check.

23 BY MS. GONZALEZ:

24 Q. You also testified under oath that you had
25 never -- did you testify under oath that you had never

1 used this credit card?

2 THE COURT: All of his testimony is under
3 oath.

4 MS. GONZALEZ: Right.

5 BY MS. GONZALEZ:

6 Q. I want to show you something here and you tell
7 me, where are you from? First of all, where were you
8 born?

9 A. In New Orleans.

10 Q. In Louisiana; right? Do you go there every
11 year, would you say?

12 A. Yes, I go there every year.

13 Q. Okay. Hold on just one moment.

14 A. So did you go there with me.

15 Q. Right.

16 A. On multiple occasions.

17 Q. Not really.

18 A. I got pictures.

19 Q. I want you to read this out loud for me. Just
20 one second. First, I want you to read these charges
21 here, the date, and what it says there.

22 A. Let's see, read the charges. Julie Gonzalez,
23 passenger, service carrier.

24 Q. Right here (indicating). Whose name is here?
25 Read it out loud.

1 A. Where? Okay. Yeah, okay. Wickboldt, Lloyd.

2 Q. Uh-huh. So Wickboldt, Lloyd purchased a
3 ticket?

4 A. No, you purchased the ticket. You used my
5 credit card that you had in your possession.

6 Q. Where is this ticket to? Because I'm sure
7 that you know that you traveled; right?

8 THE COURT: I understand you're not used to
9 doing this, but you got to ask him a question. And
10 you could ask a leading question, you can say,
11 didn't you purchase this ticket for this cruise as
12 shown on this statement, and then he can answer.

13 MS. GONZALEZ: Okay.

14 THE WITNESS: And the answer is no.

15 BY MS. GONZALEZ:

16 Q. You never purchased this ticket?

17 A. No. You did all the purchasing of tickets.

18 Q. So -- but you knew that that card existed.
19 You said that you never saw the card.

20 THE COURT: Did you know that I used the
21 Capital One --

22 THE WITNESS: No, sir.

23 THE COURT: -- credit card to buy the ticket?

24 THE WITNESS: No, sir, because she had
25 multiple credit cards and I didn't --

1 THE COURT: He says, no, he didn't know.

2 BY MS. GONZALEZ:

3 Q. This ticket is on Iberia and this ticket was
4 purchased in April -- March of 2007. Where do you
5 think -- where did you go for the honeymoon?

6 A. I went to, I went to -- on Iberia Airlines.
7 However --

8 Q. You never knew that that -- I wasn't working.

9 MR. ARAGONA: Can she please let him answer
10 the question?

11 THE COURT: He has to answer the questions.

12 MS. GONZALEZ: Okay. Answer the question.

13 THE WITNESS: What was the question?

14 THE COURT: Well, I guess the question is:
15 Doesn't this document show that the Iberia plane
16 ticket was purchased with the Capital One credit
17 card?

18 THE WITNESS: Yes, it does.

19 MS. GONZALEZ: Thank you very much.

20 THE COURT: And I guess the next question was:
21 Was this your honeymoon?

22 THE WITNESS: That was a honeymoon, yes.

23 BY MS. GONZALEZ:

24 Q. Okay. And that was charged on this credit
25 card?

1 A. That's in 2007.

2 Q. That's in 2007, when we were married. Read
3 down here (indicating). What are those charges?

4 A. Are we going to get to read about the ones in
5 Pembroke Pines, too?

6 Q. Right here (indicating). No, I just want you
7 to acknowledge that you knew and you used that credit
8 card.

9 A. I did not know, Julie, that you had charged
10 these things to a credit card in my name.

11 Q. Read it. Read it, please.

12 A. Well, it says my name.

13 Q. No, I want you to read the charges out loud.
14 Remember that you're under oath.

15 THE COURT: Okay. It doesn't -- what you have
16 to do --

17 THE WITNESS: Okay. Celebrity --

18 THE COURT: Wasn't this particular item
19 charged on this credit and wasn't it for this?

20 THE WITNESS: This is for the cruise, this is
21 for the hotel. Okay, so the hotel and cruise.

22 BY MS. GONZALEZ:

23 Q. Did you go on this cruise?

24 A. I went on the cruise, yes.

25 Q. Right, uh-huh. Was that for -- what purpose

1 was that cruise for?

2 A. For the honeymoon.

3 Q. The honeymoon. Very good.

4 I have another charges here --

5 A. Doesn't mean I made it.

6 Q. It doesn't mean that you purchased the
7 tickets, you just went and you had no idea that you had
8 purchased them?

9 A. You had gotten the tickets.

10 Q. I never did that. I never did that. It was
11 your credit, you went on that trip and you did it.

12 MR. ARAGONA: She's testifying, Your Honor.

13 BY MS. GONZALEZ:

14 Q. I have -- I have another charges here --

15 THE COURT: I'll disregard the testimony.

16 BY THE COURT:

17 Q. -- I want you to read. I want you to read
18 right here, item 21, item 21. Read item 21.

19 A. Robert Fresh Market, New Orleans.

20 Q. In Louisiana. Okay. When was this purchased
21 in market in Louisiana? I've never been to a market in
22 Louisiana.

23 MR. ARAGONA: Your Honor, she's testifying.

24 THE WITNESS: I mean, that's a lie there.

25 MS. GONZALEZ: I'm sorry, but I'm not an

1 attorney.

2 THE COURT: He answered. You're going to get
3 a chance to sit down under oath and go over these
4 documents and say which -- I guess your point is,
5 would you look at the document, go through it, and
6 how many of those items on there, I think is what
7 she's getting at --

8 MS. GONZALEZ: Right.

9 THE COURT: -- would you say were items where
10 the two of you went or items that were solely for
11 your use, before we get into the question of who
12 signed the credit card.

13 THE WITNESS: You will never see my signature
14 on the credit card.

15 THE COURT: How many of those items on there
16 would be things that you either did as a couple or
17 that you participated yourself, if there are any of
18 those? We'll even get into the question of who
19 signed it. But if you want him to look at it, he
20 can do that or you could point out ones to him.

21 MR. ARAGONA: Your Honor, I think we would
22 stipulate that Ms. Gonzalez charged certain items
23 that were either for the benefit of or jointly with
24 Mr. Wickboldt, but if you look towards the later
25 charges, they were all exclusively Ms. Gonzalez's.

1 THE COURT: Well, now you're testifying.

2 MS. GONZALEZ: That's not true.

3 MR. ARAGONA: Well, I'm saying -- I'm trying
4 to clarify.

5 THE COURT: Okay. Whatever it is, it is. It
6 shows whatever it shows.

7 MS. GONZALEZ: And, Your Honor, this is not
8 complete. I know I have seen a letter that he sent
9 was from the credit card company where he
10 actually --

11 MR. ARAGONA: Again, she's testifying, Your
12 Honor, so I don't think --

13 THE WITNESS: Just please look at the user
14 name, Your Honor. It says --

15 MS. GONZALEZ: I never got to testify.

16 THE WITNESS: -- who the user name is for the
17 credit card.

18 BY MS. GONZALEZ:

19 Q. Mr. Wickboldt, exhibit marriage record, Pastor
20 Tom, I believe exhibit record, I think it's Exhibit
21 Number 1?

22 MR. ARAGONA: Number 8.

23 MS. GONZALEZ: This is Number 8?

24 THE COURT: Number 8. The marriage record is
25 Number 8.

1 MS. GONZALEZ: I'm sorry?

2 THE COURT: Marriage is Husband's 4 on the
3 exhibit list. It's Number 8 in evidence.

4 BY MS. GONZALEZ:

5 Q. Okay. What information did you reveal to the
6 pastor? You mentioned, you testified that you had
7 revealed during the marriage record --

8 A. I told him about my past life.

9 Q. What exactly did you --

10 A. I told him I'd been married twice before, that
11 I had six children, that I had recovered from drug
12 addiction back in the 1990s, that I participated in the
13 Florida Physician Recovery Program. I told him I had
14 grandchildren. I told him I was born Lutheran and
15 raised Lutheran and that's one of the reasons we were
16 coming back to the Lutheran Church and we're attending
17 regularly and planning on being married there.

18 Q. Did you ever discuss with Pastor Tom that your
19 relationship with your previous wife, how it ended up,
20 your marriage?

21 A. No, we didn't. We didn't discuss my previous
22 marriage.

23 Q. Oh, but you said that you discussed the fact
24 that you had been married and you had kids.

25 A. I did mention that I was divorced, but no, we

1 didn't talk about marriage and how it broke up or
2 anything like that.

3 Q. Did you -- did that marriage ended up in good
4 terms, that --

5 A. It ended in divorce.

6 Q. Right, but in good terms, the divorce, or was
7 it --

8 MR. ARAGONA: Objection, relevance.

9 THE WITNESS: It just ended in divorce, you
10 know, period.

11 BY MS. GONZALEZ:

12 Q. What was that again?

13 A. It ended in divorce.

14 Q. It ended in divorce. But it actually -- well,
15 okay.

16 Did your children or your wife, ex-wife had
17 ever a restraining order against you?

18 MR. ARAGONA: Objection, not relevant.

19 MS. GONZALEZ: It is relevant.

20 THE COURT: Sustained.

21 MS. GONZALEZ: It sets the character of the
22 witness.

23 MR. ARAGONA: Sustained.

24 THE COURT: Objection sustained.

25 You can ask him if he's ever been

1 convicted of a crime.

2 BY MS. GONZALEZ:

3 Q. Have you ever been convicted of a crime?

4 A. Yes.

5 Q. When?

6 THE COURT: How many times?

7 THE WITNESS: Once.

8 THE COURT: Once.

9 MS. GONZALEZ: When?

10 THE COURT: That's all you can ask.

11 MS. GONZALEZ: That's it?

12 THE COURT: That's all you can ask, that's it.

13 MS. GONZALEZ: And can I ask why, Your Honor?

14 THE COURT: No.

15 BY MS. GONZALEZ:

16 Q. Did you file for bankruptcy?

17 MR. ARAGONA: Objection, relevance. I mean,
18 come on, Your Honor.

19 THE COURT: Sustained.

20 BY MS. GONZALEZ:

21 Q. Did you file for bankruptcy?

22 THE COURT: Sustained.

23 MS. GONZALEZ: Sustained?

24 BY MS. GONZALEZ:

25 Q. Before or during our marriage, did you ever

1 meet my family or had any contact with them?

2 A. I met members of your Cuban family.

3 Q. When?

4 A. At the wedding, at various times in 2008 and
5 2009.

6 Q. How would you categorize that relationship?

7 A. It was always --

8 Q. Did you visit them or did they visit --

9 A. No.

10 Q. -- often?

11 A. It was friendly. It was always very difficult
12 because most did not speak English and only a couple
13 spoke, you know, marginal English. So, you know, many
14 times I stood in the yard turning the pig.

15 Q. Right. According to your testimony for the
16 marriage record, you indicated that on exhibit marked
17 Pastor Tom, Pastor Tom, we were both present.

18 A. Of course.

19 Q. Okay. To your knowledge, any legal document,
20 including, including the Court, including the Court --
21 involving the Court, including marriage license,
22 requires individuals to present official identification,
23 according to your knowledge?

24 A. No.

25 Q. It doesn't require an identification?

1 A. I don't remember that, no.

2 Q. You don't think so.

3 Can you produce any copies of originals of
4 documentation that you say I gave to the pastor? This
5 is a copy. Can you produce the original?

6 THE COURT: Original of what? I'm sorry.

7 MS. GONZALEZ: This is a copy --

8 THE COURT: The original of this?

9 THE WITNESS: Yeah, the church has the
10 original.

11 MS. GONZALEZ: The church has the original.
12 Okay.

13 THE WITNESS: They gave me a copy. They
14 didn't give me the original document. They keep it
15 for their records, as far as I know.

16 BY MS. GONZALEZ:

17 Q. Do you have a copy of this?

18 A. The pastor acknowledged that that is his form.

19 Q. Do you have a copy of this?

20 A. Yes.

21 Q. Can you read for me the date on this record?

22 A. Which date?

23 Q. The date.

24 A. It's the date of the wedding, 4/28/07.

25 Q. Okay. With the preparation for the wedding,

1 you testified that I had left my job to take care of the
2 wedding. Is that true? Remember that you're under
3 oath.

4 A. Of course.

5 Q. Do you remember how late I was arriving to the
6 wedding on April 28th?

7 A. You were not late.

8 Q. I was not late?

9 A. No, you were not.

10 Q. I was actually late.

11 Can you describe --

12 A. I was later, then.

13 Q. Were you there when I arrived to the --

14 A. No, I was not.

15 Q. You were not at the church when I arrived --

16 A. No.

17 Q. -- to the wedding ceremony?

18 A. No, I was not. No. If you remember, you had
19 called me at 2:15 and told me that I had to come by the
20 house to deliver the flowers to the church because the
21 prior wedding was still taking pictures and you went to
22 deliver the flowers.

23 Q. Are you sure about that? Remember you're
24 under oath.

25 A. Let me just tell you what my recollection is.

1 THE COURT: Is there a financial affidavit
2 from the wife?

3 MR. ARAGONA: Yes. I believe it's quite
4 dated, though, Your Honor. I have a copy of it.

5 THE COURT: May I have a copy. I can't seem
6 to find it.

7 MR. ARAGONA: I'm not sure, I'm going to check
8 as I give this to you --

9 THE COURT: Oh, wait, here's a -- I got one.

10 MR. ARAGONA: Okay.

11 THE COURT: There's one in, wow, 2010. Is
12 that the last one?

13 MR. ARAGONA: I believe. Let me check my
14 discovery file, Your Honor, and see if I have a
15 more current one. I was involved in this case only
16 for the last couple of months, so some of the
17 history of it I'm unsure of.

18 THE COURT: Okay.

19 MR. ARAGONA: In fact, I don't have my
20 discovery file here, but I'm not sure if we have a
21 more recent one than that.

22 MS. GONZALEZ: I don't know if I can introduce
23 this as evidence, Your Honor, this album.

24 THE COURT: That's okay, go ahead with your
25 questions.

1 MS. GONZALEZ: Okay.

2 BY MS. GONZALEZ:

3 Q. Can you identify those?

4 MR. ARAGONA: Can I see that first, please?

5 Okay. Your Honor, I'm not sure what relevance the
6 picture would have.

7 THE WITNESS: This is our wedding album which
8 you removed from the house when you got back into
9 it when I was put out under the protection order.

10 MS. GONZALEZ: Okay, that is total false, but
11 anyway...

12 BY MS. GONZALEZ:

13 Q. I need to show you --

14 A. How do you have it, then?

15 Q. I need to show you, can you identify this here
16 (indicating)? What is that? What is it? What is it?

17 A. I'm reading it. It's a wedding invitation.

18 Q. Whose? Whose wedding invitation is that?

19 A. Julie Gonzalez and Lloyd George Wickboldt.

20 Q. Read that again.

21 A. We wish for you --

22 Q. No, no, no, the name.

23 A. Julie Gonzalez and Lloyd George Wickboldt.

24 Q. Okay. This is the official --

25 A. It's a nickname.

1 Q. This is the official --

2 A. It's a nickname.

3 Q. That's my nickname, Julie?

4 A. Julie is a nickname.

5 Q. Okay. Yes. You think so, huh?

6 A. That's correct.

7 Q. Okay, that's my nickname.

8 Is this the same item that was introduced as
9 Exhibit 8 or 9?

10 A. Yes. That's -- I have a photocopy.

11 Q. Okay. I remind you that you're under oath.
12 When you ordered this wedding --

13 MR. ARAGONA: Please refrain from reminding
14 him he's under oath.

15 MS. GONZALEZ: This is not, this is not a
16 wedding invitation. This is --

17 THE WITNESS: The wedding program.

18 MS. GONZALEZ: This is a wedding program that
19 you designed and you actually --

20 MR. ARAGONA: Your Honor, she's testifying.

21 THE COURT: I hate to jump in all the time,
22 you've got to ask questions. Otherwise, I'm going
23 to stop you. I mean, if you want to tell me about
24 this, that's okay, but I guess the question is --
25 he's already answered that. He said, no, it's not

1 the invitation, it's the program.

2 MS. GONZALEZ: And it was introduced, I think,
3 Your Honor, as the invitation.

4 MR. ARAGONA: We've got an invitation, too,
5 somewhere. I can send it in to you, Your Honor.

6 THE COURT: Okay. Next question, please.
7 Next question please.

8 MS. GONZALEZ: The M, Your Honor, was
9 introduced by him. My name is Julie M. Gonzalez.
10 He liked the fact that it sounded better.

11 MR. ARAGONA: Objection. She's testifying
12 again.

13 THE COURT: You can tell us when you testify
14 what your name really is.

15 MS. GONZALEZ: Right.

16 THE WITNESS: And it's neither of those.

17 THE COURT: And I guess you're going to be
18 asked what's your date of birth.

19 MR. ARAGONA: Many times.

20 BY MS. GONZALEZ:

21 Q. Okay. Since this is a nickname, I'd like you
22 to --

23 A. By the way, I haven't had a chance to review
24 any of this before now either.

25 THE COURT: What are we looking at?

1 MS. GONZALEZ: This is a card.

2 THE WITNESS: That's a shower gift?

3 MS. GONZALEZ: Right. But read the name,
4 please.

5 THE WITNESS: Julie.

6 BY MS. GONZALEZ:

7 Q. It says Julie, not Juliem; right?

8 A. That's what your nickname is. That's what
9 people called you. They didn't call you Juliem. That's
10 your formal name.

11 Q. My formal name is not Juliem.

12 A. Not it's not. It's Maria Julia Serrett.

13 Q. No, it's Julie M. Gonzalez.

14 A. We'll see. We'll see.

15 Q. This Juliem is -- you'll see.

16 A. You just testified that your name is --

17 Q. Julie M. Gonzalez.

18 THE COURT: I guess they're claiming that your
19 name is Julia Maria Gonzalez.

20 THE WITNESS: Right. But normally --

21 THE COURT: I don't really care, to be honest
22 with you. We can move on.

23 BY MS. GONZALEZ:

24 Q. Were members of your family at our wedding?

25 A. Yes.

1 Q. Who was at the wedding?

2 A. My son was at the wedding.

3 Q. And how many children do you have?

4 A. Oh, my -- I have six children.

5 Q. So how come they weren't at the wedding?

6 MR. ARAGONA: Outside the scope of direct.

7 Your Honor, can we move along to get to the issue
8 of why she stole all his money from my client?

9 MS. GONZALEZ: I'm sorry, but you took how
10 many hours and I just --

11 THE WITNESS: And you're not finished yet.

12 THE COURT: Well, I understand, but see, that
13 doesn't mean you can ask questions that aren't
14 relevant, just because he took a lot of time.

15 MS. GONZALEZ: Okay. No, I'm trying, Your
16 Honor. I have no experience in this.

17 THE COURT: It might be helpful to you if --
18 in other words, they've alleged through the
19 evidence that they've presented here that you
20 misrepresented your age --

21 MS. GONZALEZ: Right.

22 THE COURT: -- in getting married.

23 MS. GONZALEZ: Not true.

24 THE COURT: The name, the name and that you've
25 tried to keep this discrepancy about your age from

1 your husband throughout the marriage, that you did
2 that.

3 MS. GONZALEZ: Right.

4 THE COURT: Two, that you basically diverted
5 funds that were marital funds and diverted them to
6 your own use and not for the marriage. That's
7 essentially, that's what we're dealing with here.

8 MS. GONZALEZ: Right. But I'm --

9 THE COURT: Those are the things that, you
10 know, you need to deal with and direct your
11 questions toward. How many people were at the
12 wedding or how many people from your family or how
13 many people from his family, I don't know that that
14 helps me decide this.

15 MS. GONZALEZ: I have another question. There
16 was evidence introduced earlier from AmTrust --

17 THE COURT: In other words, you were on target
18 when you started, when you started with the Capital
19 One account and you said, well, these charges on
20 this Capital One account were used for our
21 honeymoon cruise, our honeymoon thing and they were
22 used for things that would be marital expenses. So
23 I mean, I thought that's where you were headed --

24 MS. GONZALEZ: Right.

25 THE COURT: -- but you got diverted there.

1 MS. GONZALEZ: Yes, I guess I wanted to prove
2 that he used that credit card when he went to New
3 Orleans.

4 THE COURT: His testimony is he did not.
5 That's his testimony. He did not. And his
6 testimony is he thought you were using other credit
7 cards, which he says, regardless of what credit
8 card was being used, he was paying for it. In
9 other words, when I say he was paying for it, it
10 was being paid out of --

11 THE WITNESS: My funds.

12 THE COURT: And the funds were going to pay
13 for those credit cards at his -- and he's saying
14 that a lot of those charges on that account, which
15 he didn't even know he had, were used for things
16 that were outside of the marriage.

17 MS. GONZALEZ: Okay.

18 BY MS. GONZALEZ:

19 Q. Mr. Wickboldt, I wanted to ask you, in July of
20 2007, did an event happen in your life in July 2007?

21 THE COURT: This is still cross. You can ask
22 your -- you can ask a leading question and say, in
23 July, he said that he didn't know the exact date,
24 isn't this what happened. You don't have to jog
25 his memory, you can just say specifically yes or

1 no. You can ask leading questions.

2 THE WITNESS: Okay.

3 BY MS. GONZALEZ:

4 Q. In July of 2007, Mr. Wickboldt, did you come
5 into the house with a baseball bat?

6 A. No, I did not.

7 Q. In July of 2007, when we were living in Boca
8 Raton, there's a police record --

9 MR. ARAGONA: Objection. She's testifying.

10 THE WITNESS: We have the police report, but
11 there's no bat involved.

12 THE COURT: He says, no, he didn't come in
13 with a baseball bat. Your next question, I guess,
14 is: Well, weren't the Boca Raton Police Department
15 called and --

16 MS. GONZALEZ: Right.

17 THE COURT: -- did they come to the house?

18 And I think he referred to, yes, they did.

19 BY MS. GONZALEZ:

20 Q. They did. And what did you tell them?

21 A. First of all, that incident was the one
22 argument we had and it was over moving into your house.
23 I wanted to move into the house and you were telling me
24 that it was just because of old feelings you had about
25 Josef, you didn't want to move into the house. And I

1 saw myself spending \$5,000 a month on duplicate rent and
2 we had a verbal argument. I was so upset about that
3 argument that I did drink that day, and I drank
4 excessively. You left the house after we argued.

5 The police came subsequently and I spoke to
6 the policemen and I told them that I had overdrank, and
7 that I had done this in the past and that the next day I
8 was going to seek treatment at -- you know, for the
9 alcohol abuse, which I did. I reported it to the
10 Florida PRN organization the next day, and then I went
11 into some outpatient treatment.

12 Q. Okay. You were sent to an inpatient clinic in
13 Jacksonville, or was it Tallahassee?

14 A. No.

15 THE COURT: You can give the date if you
16 happen to know when it was, or didn't you go to an
17 inpatient residential treatment facility whenever
18 it was?

19 MS. GONZALEZ: Right. And I believe it was
20 August 1st when he left the house and he was
21 sent --

22 THE COURT: What year?

23 MS. GONZALEZ: In 2007, shortly after our
24 wedding.

25 THE COURT: Did you receive inpatient

1 treatment at Jacksonville?

2 THE WITNESS: No. I went to -- I went to
3 Shands in Gainesville and I told them about the
4 incident. They felt it was a relapse and that I
5 would need -- I would need treatment. At that
6 point in time, they wanted a 15,000-dollar check up
7 front, and we did not have -- I'm just opening up
8 that 1,000-dollar line of credit account, we did
9 not have that kind of money, and I told them that I
10 did not have \$15,000 to give them. And I then came
11 back home because I didn't have the \$15,000 up
12 front that they wanted.

13 THE COURT: So the answer is, no, you didn't
14 go to Jacksonville?

15 THE WITNESS: No, I did not.

16 THE COURT: Okay.

17 THE WITNESS: To Gainesville.

18 BY MS. GONZALEZ:

19 Q. You went to Gainesville. Okay.

20 THE COURT: How long were you in Gainesville?

21 THE WITNESS: Four hours.

22 MS. GONZALEZ: That is not true. You went
23 three days.

24 THE COURT: It was not a 28-day inpatient?

25 THE WITNESS: No, sir. No, sir, I came back

1 home.

2 MS. GONZALEZ: It was three days. I had left
3 the house and he came --

4 MR. ARAGONA: Testimony, Your Honor.

5 THE COURT: I'm going to give you a chance to
6 testify, but it's questions now. If it helps you
7 in your questioning, the things that are concerning
8 me in this case are the way the money is --

9 MS. GONZALEZ: Okay.

10 THE COURT: -- and the testimony concerning
11 the way the money was handled and what was the
12 money and where it went. So if you want --

13 MS. GONZALEZ: Thank you for reminding me,
14 Your Honor.

15 THE COURT: He's already said that he -- that
16 he's a recovering alcoholic, that he's gotten some
17 treatment. He's already said all those things.
18 He's not hidden that, so...

19 BY MS. GONZALEZ:

20 Q. Do you remember how long -- when you came back
21 from Gainesville, do you remember where you were sent to
22 for treatment?

23 A. I reported to my PRN facilitator. He's the
24 local representative of PRN, Florida Physician Recovery
25 Network. As a matter of fact, we were leasing his home,

1 he was our landlord, so it was very easy for me to
2 contact him. And I contacted him and told him the
3 experience I had had in Gainesville, told him what our
4 financial situation was. He -- his name is Marvin
5 Freedman -- then communicated with Fernandina Beach,
6 which is where Florida PRN is located, and after they
7 decided they would then send me to -- instead of the
8 inpatient, they would send me to an outpatient center in
9 West Palm Beach, which I attended for outpatient therapy
10 three times a week for about 12 weeks.

11 MS. GONZALEZ: I believe, I don't know if this
12 is a correct statement, but he was going five days
13 a week.

14 MR. ARAGONA: Objection.

15 THE COURT: Didn't you go five days a week
16 instead of three?

17 THE WITNESS: I don't remember.

18 BY MS. GONZALEZ:

19 Q. Did you go five days a week instead of three
20 days a week --

21 A. I don't remember that.

22 Q. -- Mr. Wickboldt?

23 A. I don't remember that.

24 Q. Do you remember how much was paid on a daily
25 basis?

1 A. I do not remember that.

2 Q. We paid -- or you paid \$350 per day?

3 THE COURT: Do you remember paying \$350 a day
4 for treatment?

5 THE WITNESS: No, I don't. That wasn't
6 unusually -- any of those types of treatment are
7 usually very expensive.

8 BY MS. GONZALEZ:

9 Q. And that was for -- was it for 12 weeks or 14
10 weeks?

11 A. I don't remember.

12 Q. It was for 14 weeks.

13 THE COURT: Was it 14 weeks?

14 THE WITNESS: I don't remember.

15 THE COURT: See, you're testifying. You're
16 supposed to be asking questions.

17 MS. GONZALEZ: Oh, okay.

18 BY MS. GONZALEZ:

19 Q. So that's --

20 THE COURT: Let me ask him, was it 14 weeks?

21 THE WITNESS: I don't remember. It was, you
22 know, it was in the three-month range, within three
23 months.

24 MS. GONZALEZ: Okay. That's part of the --
25 Your Honor, I'm trying to establish where the money

1 went.

2 THE COURT: Okay. Okay. Wasn't that paid
3 for -- in other words, was that treatment paid for
4 out of your money?

5 THE WITNESS: In 2007 --

6 MS. GONZALEZ: No.

7 THE WITNESS: In 2007, that was paid for. And
8 I'll just add that the majority of your
9 embezzlement was in 2009.

10 MS. GONZALEZ: Embezzlement?

11 THE WITNESS: That's what the accounting will
12 show.

13 THE COURT: So in 2007, yes. He said yes.

14 MS. GONZALEZ: Okay.

15 THE COURT: He paid for that.

16 BY MS. GONZALEZ:

17 Q. Okay. Oh, in 2007, you testified, as well,
18 that you owed the IRS, prior to our marriage, you owed
19 a -- you had a debt with the IRS; am I correct?

20 A. I owed an additional \$30,000 for 2006.

21 Q. Wasn't it \$39,000 by that time in August after
22 you started your treatment?

23 A. I don't recollect that.

24 Q. Okay. It was \$39,000.

25 MR. ARAGONA: Objection. She's testifying.

1 BY MS. GONZALEZ:

2 Q. How did you pay for that debt?

3 A. That \$39,000 was paid off at payments of
4 \$1,000 a month --

5 Q. Okay.

6 A. -- and from my income. And when you
7 disappeared in December of 2009, there was still two
8 payments left to be paid, although we had -- you had
9 some \$110,000 sitting in your personal AmTrust
10 account --

11 Q. I need you to remember --

12 A. -- of my funds.

13 Q. -- remind you that this would be a statement.

14 THE COURT: You're not objecting to answering
15 the questions.

16 MS. GONZALEZ: Right.

17 THE WITNESS: Well, what do you want me to
18 say? I mean, these are crazy questions. The
19 accounting is going to show where the monies were
20 paid.

21 MR. ARAGONA: You can't testify.

22 THE WITNESS: Of course it was paid from my
23 funds.

24 THE COURT: Wait, wait for a question.
25

1 BY MS. GONZALEZ:

2 Q. Did you ever pay -- did you ever write a check
3 to pay for the IRS for your account during the two and a
4 half years that I was there?

5 THE COURT: Do you know how that was paid?

6 THE WITNESS: You handled all the payments.

7 THE COURT: Okay.

8 MS. GONZALEZ: Okay. So I handled all the
9 payments.

10 THE WITNESS: Correct.

11 BY MS. GONZALEZ:

12 Q. So you admit that you allowed me, because I
13 didn't work, I had to pay the bills from someplace.

14 THE COURT: Testifying again.

15 MS. GONZALEZ: Your Honor, I don't know, then.
16 This is difficult.

17 THE COURT: You're going to have a chance to
18 testify, you'll take the stand just like he did and
19 be under oath, but the questions you -- he says,
20 yes, I think he said that earlier on, too, he
21 turned over the bill paying to you.

22 MS. GONZALEZ: Okay.

23 THE WITNESS: Every bill.

24 BY MS. GONZALEZ:

25 Q. Also, I wanted to ask him, you testified that

1 you did not know that I was depositing your check of
2 10,000 or \$11,000 on my personal account.

3 A. That is correct.

4 Q. Okay.

5 A. I did not know that.

6 Q. You did not know that. What about the
7 payments to the IRS we paid, how was that payment made?

8 MR. ARAGONA: Asked and answered.

9 THE COURT: I'll take it at this point. Do
10 you know which account that the checks were written
11 to the IRS?

12 THE WITNESS: No, sir. No, sir.

13 THE COURT: No.

14 MS. GONZALEZ: He doesn't know and he doesn't
15 know where the money came from?

16 THE COURT: He said he doesn't know which
17 account they were written from, whether it was the
18 AmTrust account, or the Wachovia account, or any
19 account, which one it was.

20 MS. GONZALEZ: It was from the AmTrust
21 account. It was from the AmTrust account. And I'm
22 surprised --

23 THE COURT: You're testifying again. He
24 doesn't know which account it was.

25 MS. GONZALEZ: Okay. So it was -- so then

1 what do I do?

2 THE COURT: You can testify when you get your
3 turn that I paid these bills out of the AmTrust
4 account. He says he doesn't know which account.

5 THE WITNESS: The ultimate problem is that
6 there's 700 --

7 MR. ARAGONA: No question.

8 THE COURT: You might want to think about it,
9 but why open two accounts? Why not just pay it out
10 of the one?

11 MR. ARAGONA: We know why.

12 THE COURT: You might want to think about
13 that.

14 MS. GONZALEZ: Right.

15 BY MS. GONZALEZ:

16 Q. Mr. Wickboldt, so what was your
17 understanding -- oh, you also testified a little while
18 ago that, you testified a little while ago that at one
19 point in 2008, I had told you -- was it 2008 or 2009 you
20 testified that I had advised you about a property and
21 that we had the money for the property and you didn't --
22 could you run that by me again?

23 A. It was sometime in 2009 that --

24 THE COURT: Are you talking about to buy the
25 house?

1 MS. GONZALEZ: Yes. And he said that I had
2 \$48,000.

3 THE WITNESS: Yeah, it was in 2009. You came
4 home one weekend, we were supposed to be looking at
5 a house. But we had already seen it preliminarily,
6 and I had told you that I didn't want anything on
7 the west side of I-95, and this was on the west
8 side of I-95. And you said, I pulled out these
9 funds to show you that we have this to put down
10 this weekend. And I merely opened the envelope,
11 and I opened it and I saw this figure of \$48,000,
12 and I just put it back in and gave it to you, and
13 said, what is this for, and that's when you said,
14 well, we're going to look at that house and if you
15 like it, then we'll give them this as a good faith,
16 you know, good faith down payment. And I had said,
17 Julie, I'm not even interested in that place.

18 BY MS. GONZALEZ:

19 Q. Do you remember ever going to AmTrust and
20 applying for a pre-loan agreement for that property?

21 A. No.

22 Q. You don't recall?

23 A. No, no.

24 Q. You mentioned the Global Life Accident
25 Insurance here that you mentioned that I opened for you.

1 Am; I correct?

2 A. That's correct.

3 Q. Okay. Whose signature is on here?

4 A. Let me see. That's not Global Life.

5 Q. That's Mutual of Omaha?

6 A. That's correct.

7 Q. Okay.

8 A. And I always said that's my signature.

9 Q. This is the Mutual of Omaha, which I really
10 don't know. I don't even recall what it is.

11 Oh, this exhibit here where it shows AAA Life
12 Insurance Company for \$26, this is for a one-year
13 premium, according to --

14 MR. ARAGONA: Objection. She's testifying.

15 THE COURT: Sustained.

16 BY MS. GONZALEZ:

17 Q. Whose account is this, the AAA?

18 A. Let me see it. I can see from there.

19 THE COURT: You have to take it to him. I
20 can't ask him to get down.

21 MS. GONZALEZ: Oh. Okay.

22 MR. ARAGONA: It doesn't identify whose
23 account it is.

24 BY MS. GONZALEZ:

25 Q. Isn't this your account, Mr. Wickboldt, with

1 AAA? Did I ever have an account with AAA that you know
2 of?

3 A. I have already stated that I had -- I was a
4 member of AAA. That check doesn't have anything to
5 identify it to be my AAA account. It's a AAA account
6 written out by you to AAA for an accidental life
7 insurance policy.

8 Q. This is just a payment just like any other
9 payment --

10 MR. ARAGONA: Objection, testimony.

11 THE COURT: Sustained.

12 MS. GONZALEZ: I have another question.

13 THE COURT: Okay, thank you. You may step
14 down.

15 BY MS. GONZALEZ:

16 Q. In this letter from --

17 MR. ARAGONA: You said another question?

18 MS. GONZALEZ: Right. I'm just trying to
19 introduce --

20 THE COURT: Another question on that, I hope.

21 MS. GONZALEZ: Okay.

22 BY MS. GONZALEZ:

23 Q. In this Exhibit B, I believe it is, you claim
24 all of this things that I took from your property. Do
25 you have a receipt -- do you have a copy of any of those

1 items that you said that you owned and that I took from
2 you? Do you have any receipt?

3 A. Those, as I said, those things were moved from
4 our prior house and that would go back to 2005, 2006,
5 and --

6 Q. I asked you, do you have a receipt?

7 MR. ARAGONA: Let him finish his answer.

8 BY MS. GONZALEZ:

9 Q. I want to know, do you have a receipt or not?

10 THE COURT: Do you have any receipts for the
11 items --

12 THE WITNESS: No, sir. No, sir.

13 THE COURT: -- in the house?

14 THE WITNESS: The only receipts -- the only
15 receipt I do know we do have is the receipt for the
16 painting that we purchased on the cruise to Alaska
17 in 2009 that you took.

18 BY MS. GONZALEZ:

19 Q. Do you have that receipt with you?

20 A. I don't think we have it here.

21 Q. Okay, because I don't recall any of it.

22 Anyway, with the charge for \$1800 for a dining
23 room set --

24 A. Yes.

25 Q. -- right, are you positively sure that you had

1 this dining room set?

2 A. Yes. I have pictures of it.

3 Q. Right. Do you recall who did you give it to?

4 A. I didn't give it to anyone.

5 Q. Yes, you have. Yes, you did.

6 MR. ARAGONA: Objection. She's arguing with
7 the witness.

8 THE COURT: You can't argue with him, not
9 here.

10 MR. ARAGONA: Not anywhere, Your Honor.

11 BY MS. GONZALEZ:

12 Q. What about the ceiling fans, four ceiling fans
13 for \$1400, do you have a receipt for that?

14 A. Yes, we have that receipt.

15 Q. Where is it?

16 A. It would be in the -- it would be in the
17 records of our joint account, no doubt.

18 Q. What joint account? No, no, no, you said
19 that --

20 A. Wachovia, I guess.

21 Q. No. You said --

22 A. And you probably charged it.

23 THE WITNESS: She probably charged it. I
24 don't know anything about it. The bottom line is,
25 she paid it with my funds.

1 BY MS. GONZALEZ:

2 Q. You said that some of those items were charged
3 to Home Depot. Do you own a Home Depot charge account?

4 A. No. You made the charges on your credit cards
5 and, as usual, they would be paid with my funds.

6 Q. Those --

7 A. Because remember, you weren't working.

8 Q. That's right. But I owned that credit card
9 and I purchased, yes, it's true --

10 MR. ARAGONA: Objection, objection.

11 BY MS. GONZALEZ:

12 Q. -- I purchased like for \$35.

13 THE COURT: Sustained.

14 BY MS. GONZALEZ:

15 Q. Do you own a Macy's card?

16 A. I don't have any credit cards.

17 Q. Except for the Capital One that you --

18 A. No, including Capital One.

19 THE COURT: He's already testified, he said
20 no, it was not either of the cards. He was not
21 authorized --

22 THE WITNESS: I have zero cards.

23 BY MS. GONZALEZ:

24 Q. Mr. Wickboldt, do you think we were in love
25 when we married?

1 A. You usually think you're in love when you
2 marry.

3 Q. But you testified that you married because you
4 thought that I was pregnant; however, the next day, I
5 had told you that I had gotten my period. And that's a
6 little bit confusing to me.

7 A. I don't remember the time frame in between
8 when you said you were pregnant and when you said that
9 you had your period. I think there was -- you know, I
10 think I was in love with you, yes. I think I was in
11 love with you to the time I --

12 Q. I'm not asking you. I'm saying --

13 A. I thought you asked me a question.

14 Q. -- both of us. No, us.

15 A. What about it? Ask it again, then.

16 Q. Never mind. You already answered the
17 question.

18 Were you looking for a wife --

19 THE COURT: If it would help, I understand his
20 testimony to be that at the time you were married,
21 you were not pregnant.

22 MS. GONZALEZ: Right, I was not pregnant.

23 THE COURT: I understand that.

24 MS. GONZALEZ: Okay.

25 THE COURT: He said that you said you were

1 pregnant. In his medical opinion, he thought you
2 couldn't be. We'll never know.

3 BY MS. GONZALEZ:

4 Q. You testified, as well, that there were two --
5 you found two passports in a drawer?

6 A. Yes.

7 Q. Where is the other passport?

8 A. I don't know where the other passport is.

9 Q. But you said that you saw two passports.

10 A. I saw two passports, yes.

11 Q. From whom?

12 A. They were both of your passports. One of them
13 was a passport that went back -- it was an old passport
14 that went back to, I guess early 1990s, and the other
15 passport was the one that we had gotten to go on the
16 honeymoon. It was a renewed passport to go on the
17 honeymoon vacation.

18 Q. Did we both go to the place to renew those
19 passports?

20 A. Oh, I'm glad you brought that up --

21 Q. Uh-huh.

22 A. -- because we went on different days, if you
23 recollect.

24 Q. No.

25 A. Okay. Well, you're going to see the evidence

1 pretty soon. You're also going to see the evidence that
2 in your renewal of that passport your birth date of
3 October 1, 1952, you had footnote your own birth date at
4 the top of the check, date of birth 10/1/62, a birth
5 date that you used in multiple other falsifications,
6 such as the fraudulent application of insurance.

7 Q. Mr. Wickboldt --

8 THE COURT: You're not responding to any
9 questions. I can see --

10 THE WITNESS: Okay.

11 THE COURT: I understand there's some bad
12 chemistry here.

13 THE WITNESS: Well, just a little, Your Honor.

14 THE COURT: Just wait for a question, sir.

15 THE WITNESS: This is going to come up --

16 MS. GONZALEZ: We've been --

17 THE COURT: Just wait for a question, sir.

18 THE WITNESS: Okay. Go ahead.

19 BY MS. GONZALEZ:

20 Q. We have been to different places and outside
21 of the country and we used our passports.

22 A. Correct.

23 Q. On the passport, does it show on my passport,
24 on my driver's license, does it show --

25 A. I had never seen your passport before

1 October -- before December 13, 2009.

2 THE COURT: I think the question is, did you
3 see the date of birth on her driver's license?

4 THE WITNESS: No, I have never --

5 MS. GONZALEZ: My driver's license --

6 THE WITNESS: I never had seen it.

7 THE COURT: No. He says, no, he hasn't seen
8 the date of birth.

9 BY MS. GONZALEZ:

10 Q. What about the marriage certificate, have you
11 ever seen it?

12 A. No, I did not.

13 Q. You've never seen our marriage certificate?

14 A. No. No, I did not.

15 Q. Our marriage license?

16 A. No, because I found that one one week later on
17 December 20, 2009.

18 Q. Our marriage certificate, the marriage
19 certificate, you had never seen it until when?

20 A. Oh, no, okay, I saw it the day that I signed
21 it.

22 Q. And what does it show, Mr. Wickboldt?

23 A. Well, if you remember, you had slid it over on
24 the counter like this, and you put your hand right up
25 here on the top right-hand side (demonstrating) and you

1 pointed to the left side, which is where you had signed,
2 and I signed it, and just guess what was under your
3 hand.

4 THE COURT: Well, I think the question is, did
5 you see the date of birth?

6 THE WITNESS: I did not, sir.

7 MR. ARAGONA: She covered it up, Your Honor.

8 THE COURT: I understand. So the answer would
9 be, no, you didn't see it.

10 THE WITNESS: No, sir.

11 BY MS. GONZALEZ:

12 Q. Had you ever seen my date of birth? We
13 traveled constantly. When I left the house, I was going
14 to testify that I was going to school.

15 A. Would you hand me the piece of evidence when I
16 signed the realty, realty --

17 MR. ARAGONA: I'll bring it up there. Okay,
18 please.

19 THE WITNESS: I'm going to prove I did not
20 know her age, Your Honor. I'm going to prove it,
21 black and white.

22 MS. GONZALEZ: Right. Bear with me just one
23 moment, Your Honor.

24 BY MS. GONZALEZ:

25 Q. You also testified that in August of 2007,

1 your lease was up and you wanted to move to my property?

2 A. Right; that's correct.

3 Q. In August of 2007. In August of 2007 -- okay,
4 I'm sorry. Go ahead.

5 A. No, I'm going to wait. Ask the question.

6 THE COURT: Go ahead. Keep going.

7 BY MS. GONZALEZ:

8 Q. In August of 2007, you testified that you
9 wanted to move into my house because -- my property
10 because the lease was up?

11 A. Correct.

12 Q. Okay. However, in August of 2007, you were in
13 treatment for four months going to West Palm Beach; is
14 that correct?

15 A. I was in an outpatient --

16 THE COURT: Outpatient.

17 THE WITNESS: -- program that I drove to and
18 from Boca Raton to West Palm Beach, I recollect,
19 three days a week.

20 THE COURT: Well, did you stay overnight?

21 THE WITNESS: No, sir.

22 MS. GONZALEZ: No. He just went five days a
23 week, Monday through Friday. So this, I don't know
24 how to present this.

25 THE COURT: I guess the next question is going

1 to be, did you realize you would have had to drive
2 all the way from Miramar?

3 MS. GONZALEZ: Right, if you've ever -- if he
4 had ever brought that up.

5 THE COURT: If you had moved in.

6 THE WITNESS: The difference between \$4,500 a
7 month in expenses versus 667, I would have driven
8 it.

9 THE COURT: So your testimony is you would
10 have been willing to drive --

11 THE WITNESS: An extra 50 miles or 60 miles,
12 whatever it is.

13 MS. GONZALEZ: Well, I wanted to ask him, Your
14 Honor, that the reason why he reported himself --

15 MR. ARAGONA: Objection. She's testifying
16 now.

17 MS. GONZALEZ: I'm asking. No, I'm asking the
18 Court.

19 THE COURT: You just ask him, didn't you do
20 whatever.

21 BY MS. GONZALEZ:

22 Q. Didn't you --

23 MS. GONZALEZ: He already said that, no, he
24 denies it, Your Honor. He denies it, that he
25 assaulted me in July --

1 MR. ARAGONA: No, she's testifying. I don't
2 know what's going on.

3 THE COURT: He already told you that. It's
4 no.

5 BY MS. GONZALEZ:

6 Q. Okay. I see conflicting testimony,
7 conflicting versions here and you testified --

8 THE COURT: Sounds like you're getting into
9 closing argument.

10 MS. GONZALEZ: Okay.

11 THE COURT: Questions.

12 BY MS. GONZALEZ:

13 Q. He testifies -- he testified I took over the
14 finances after you asked me. You asked me, actually.
15 You actually knew our -- a meeting that you asked me to
16 take over your finances. Are you -- do you recall --
17 did you ever recall telling me that I should put that
18 money on the AmTrust Bank because you had ruined the
19 Wachovia Bank account and you wanted -- I wanted it,
20 too, since you were using one of my credit cards, I
21 wanted to have the assurance that those credit cards
22 were going to be paid? Do you ever remember having that
23 conversation?

24 THE COURT: Do you recall that the reason for
25 opening the AmTrust account was that you asked her

1 to do it, and that you asked her not to put your
2 name on it because you had misused the account, and
3 you wanted an account that would pay for those
4 cards, and you'd get the credit card debt taken
5 care of? I think that's the question.

6 MS. GONZALEZ: That's right. That's exactly
7 the question.

8 THE WITNESS: And the answer is no.

9 THE COURT: And that's why the AmTrust account
10 was opened. Is that true or not?

11 THE WITNESS: Never.

12 BY MS. GONZALEZ:

13 Q. So why would I -- what benefit would I get by
14 paying --

15 MR. ARAGONA: Objection, calls for
16 speculation.

17 BY MS. GONZALEZ:

18 Q. -- by paying your IRS account?

19 MR. ARAGONA: Objection.

20 THE COURT: Sustained. You can't ask it.
21 That would be what was in your mind, that question.
22 You'd be asking him to know what was in your mind.

23 MS. GONZALEZ: What was that, Your Honor?

24 THE COURT: Your question would be asking him
25 to tell you what you were thinking.

1 MS. GONZALEZ: What he was thinking?

2 THE COURT: No, what you were thinking.

3 That's what that question was, and he's not allowed
4 to give opinions as to that. We only let Madam
5 Rose do that.

6 MS. GONZALEZ: I don't even know what to ask
7 because it seems like I'm making statements.

8 THE COURT: Well, I kind of directed you where
9 the problems are in this case. And the problems
10 are about -- well, there's one problem, which
11 probably I don't see it as a big problem, but that
12 is that the petitioner here is asserting that he
13 was misled into thinking that he was marrying
14 someone who was 40 years old as opposed to somebody
15 that was 50 years old. So, you know, that is that.
16 But the real, the real crux of this case is the
17 money.

18 MS. GONZALEZ: Okay, the money.

19 THE COURT: And, you know, what was done with
20 the money. That's the real crux of this case. You
21 know, all these, you know, the furniture, the fans
22 and that, I mean, that's really --

23 MS. GONZALEZ: What is --

24 THE COURT: -- not the really big issue here.

25 MS. GONZALEZ: May I ask him another question,

1 Your Honor?

2 THE COURT: Sure.

3 BY MS. GONZALEZ:

4 Q. What is the requirements of your disability
5 policies?

6 MR. ARAGONA: Excuse me?

7 MS. GONZALEZ: The requirement of the
8 disability policy.

9 THE WITNESS: What are the requirements of my
10 disability policies?

11 BY MS. GONZALEZ:

12 Q. Yeah, do you have to -- yeah, what is it that
13 you have to do in order to keep your income coming in as
14 a doctor, as an individual?

15 A. As a what?

16 Q. As an individual.

17 A. I must be treated by a physician who must
18 assess my health condition and determine, he or she, if
19 the case would be a female physician, must determine
20 whether or not I am in a healthy or disabled status.
21 And based on his opinion, I am either granted disability
22 or not.

23 Q. Can you tell me the medications you take?

24 A. Can I tell you the medications I take?

25 Q. Uh-huh.

1 A. Right now that I'm prescribed?

2 Q. Yes.

3 A. I'm prescribed Subutex, I'm prescribed
4 Adderall, and intermittently Cymbalta.

5 Q. Okay. You've taken those medications for a
6 while; right?

7 A. Yes.

8 Q. Okay. Can you tell me a little bit --

9 THE COURT: Taking what?

10 MS. GONZALEZ: Subutex. Subutex is an opiate.

11 THE COURT: Tubutex?

12 MS. GONZALEZ: S-U-B --

13 THE COURT: Oh, Subutex.

14 MS. GONZALEZ: Subutex, yes.

15 THE COURT: You have taken it or not taking it
16 now?

17 THE WITNESS: I am prescribed --

18 THE COURT: Prescribed, but you're not
19 currently taking it?

20 THE WITNESS: Yes. Yeah, I take those today.

21 BY MS. GONZALEZ:

22 Q. Can you tell me --

23 THE COURT: Next question, is it an opiate?

24 THE WITNESS: It's an interestingly
25 categorized drug. Dr. Seely should be here today,

1 he'll clarify that more. But Subutex is a
2 selective opioid agonist. It stimulates some of
3 the opioid receptors, but does not stim the ones
4 that give you the buzz, make you feel good, get you
5 high. It's used for -- it's used for two purposes.
6 It's the main drug that's used these days to
7 withdraw people from real opioid use. And the
8 other use is that it is used as an analgesic
9 because it does have some pain-reducing effects,
10 and that's what I take it for, for the reduction of
11 the pain that still goes on.

12 BY MS. GONZALEZ:

13 Q. Okay. So you claim that you take this
14 medication, which is -- and I can give you this. This
15 is actually a copy of your Subutex that I used to pick
16 up at Costco and pay for you.

17 A. And it's prescribed by --

18 Q. Right. Uh-huh.

19 A. -- the leading psychiatrist in the State of
20 Florida, who is associated with PRN.

21 MS. GONZALEZ: Your Honor --

22 THE COURT: We've covered that.

23 MR. ARAGONA: And I object to relevance. And
24 what does this have to do with the money she took,
25 which you've been telling her over and over is the

1 issue?

2 THE COURT: Well, it does to the extent that
3 she went to Costco and picked up those medications.

4 MS. GONZALEZ: And paid for those medications.
5 But I just want to get to the point that he has
6 been taking medications that is used -- he's been
7 taking these medications for years.

8 THE COURT: I'm not with the DEA. Okay?

9 MS. GONZALEZ: But this affects --

10 THE COURT: He's testified he has
11 prescriptions for these. As far as I'm concerned,
12 that settles the matter.

13 MS. GONZALEZ: Okay.

14 THE COURT: You can ask him if he's under the
15 influence of drugs today or something, is his mind
16 clear or something of that nature.

17 MS. GONZALEZ: I was trying to get --

18 THE COURT: But I don't think that that's an
19 issue. Or does he -- do these medications affect
20 his judgment and his memory, you can ask him that.

21 MS. GONZALEZ: Right.

22 BY MS. GONZALEZ:

23 Q. Does this medication affect your memory,
24 Mr. Wickboldt?

25 A. They are specific -- for example, in the case

1 of the Adderall, they are prescribed to increase one's
2 focus and increase one's attentiveness. I said the
3 Subutex is given for its analgesic pain-reducing
4 effects. The Cymbalta is an anti-depressant.

5 Q. Did you answer the question, does it affect
6 your memory?

7 A. As far as --

8 Q. Does it make you confused?

9 THE COURT: He did. He said actually the one
10 makes his memory better.

11 BY MS. GONZALEZ:

12 Q. What would happen if you would mix that with
13 alcohol?

14 MR. ARAGONA: Objection, speculation.

15 MS. GONZALEZ: No, that's not speculation.
16 It's a medical.

17 THE COURT: Sustained. You can ask him if he
18 mixes it with alcohol.

19 MS. GONZALEZ: If he mixes it with alcohol?

20 THE COURT: You can ask him if he does.

21 MS. GONZALEZ: I know the answer to that.

22 BY MS. GONZALEZ:

23 Q. Let's see. Do you recall a doctor, Dr. -- the
24 good doctor?

25 A. Yes.

1 Q. Okay. Why were you seeing this doctor?

2 A. I was seeing him for the chronic pain in my
3 Achilles tendons and heels and lower legs.

4 Q. What medications was he giving you?

5 A. He had prescribed a hydrocodone and oxycodone.

6 Q. And what is this type -- what classification
7 is that?

8 A. They're opioid analgesics.

9 Q. I'm sorry?

10 A. They are opioid analgesics.

11 Q. Okay. I believe, as a matter of fact --

12 MR. ARAGONA: Objection.

13 THE COURT: You believe means you have some --
14 have an opinion.

15 MS. GONZALEZ: Your Honor, he testified in
16 front of Judge Burton that he, first of all --

17 THE COURT: I don't care what he told Judge
18 Burton. Like I told you, the real issue here is
19 the money, and that's where we need to direct your
20 attention.

21 MS. GONZALEZ: Well, how do I get to the
22 money? How do I get to ask him about the money?
23 The money --

24 THE COURT: He's basically said he's got some
25 health issues and he goes constantly to deal with

1 the drug issues that he had because of his health
2 issues.

3 THE WITNESS: The fact is, there are many
4 people who receive disability anyway.

5 THE COURT: He says he's doing a good job of
6 it and obviously you don't agree.

7 MS. GONZALEZ: Okay, Your Honor, I think
8 I've --

9 THE COURT: Okay. Thank you, sir.

10 Petitioner rests?

11 MR. ARAGONA: You need a break, Ms. Court
12 Reporter? Can we take five minutes, Your Honor,
13 for the court reporter?

14 THE COURT: Yeah. Sure.

15 (A break was had from 3:40 to 3:48 p.m.)

16 MR. ARAGONA: Your Honor, I call Dr. Richard
17 Seely --

18 THE COURT: Please be seated.

19 MR. ARAGONA: I call Dr. Richard Seely to the
20 stand.

21 THEREUPON,

22 RICHARD SEELY, M.D.,
23 being by the Court first duly sworn, testified as
24 follows:

25 THE WITNESS: I do so help me God.

1 THE COURT: Thank you, sir.

2 DIRECT EXAMINATION

3 BY MR. ARAGONA:

4 Q. Good afternoon. Please state your name.

5 A. Richard Blackwell Seely, S-E-E-L-Y, M.D.

6 Q. Now, I have your curriculum vitae in front of
7 me, but it's six pages, so I'd asked you to just quickly
8 go through your qualifications and your profession for
9 the Court, please?

10 A. Very simply, I'm a medical doctor licensed in
11 the State of Florida, a Princeton University graduate,
12 Jefferson Medical College, University of Miami for my
13 residency and fellowships. I'm board certified in
14 psychiatry, forensic psychiatry, addiction medicine,
15 addiction psychiatry, child and adolescent psychiatry, a
16 lot of things. And I have been the regional
17 representative for the Physicians Recovery Network
18 here in South Florida for many years. I've treated and
19 assessed over a thousand doctors, 2,000 nurses,
20 700 attorneys. I currently sit on the Florida Board of
21 Bar Examiners. I'm an in-house consultant regarding
22 addictions and psychiatric issues. I work with the
23 Florida Bar at the Florida Bar's Assistance Program.
24 I've been the doctor for the National Football League
25 for 16 years, and the National Basketball Association

1 the last four years. In the Federal Aviation
2 Administration, I've detoxed and treated 60 to 70,000
3 addicts. And I also run a hospital-based program.

4 Q. Okay. Thank you.

5 And what is your involvement with the PRN
6 network with respect to Dr. Wickboldt?

7 A. During the period that Dr. Wickboldt was
8 monitored by the PRN, I was his treating clinician and
9 local monitor from July 2008 till his exit from the
10 program in about six months ago.

11 Q. And are you still currently seeing him as a
12 patient?

13 A. Yes, I am.

14 Q. In what capacity?

15 A. Treating clinician.

16 Q. And would you please describe your involvement
17 with Dr. Wickboldt over the time that you treated him
18 over in the PRN?

19 A. I met with him for one to two hours every
20 month on average, sometimes more frequently,
21 occasionally a little less frequently, but continued to
22 prescribe his medications, his psychiatric medications,
23 and to monitor his compliance with the Physicians
24 Recovery Network, a very sophisticated monitoring
25 program.

1 Q. Tell us a little more about how his progress,
2 if you will, or his sobriety is monitored under PRN.

3 A. He was always in compliance with the
4 monitoring system, which included the weekly group
5 therapy sessions and also his random urine drug screen,
6 which is done as often as every week or two and as
7 infrequently as twice a month over the period of time I
8 mentioned. In addition to seeing me for assessment, the
9 urine drug screen system is increasingly sophisticated
10 over the years and really cannot be sidestepped
11 successfully.

12 Q. Now, you would only be contacted if there was
13 a problem with the screening procedures; is that
14 correct?

15 A. Well, I was privy to the actual screening
16 results from the drug testing system so that I could see
17 that everything was in compliance and --

18 Q. And was -- I'm sorry, sir. Please.

19 A. In compliance.

20 Q. And was Dr. Wickboldt in compliance during the
21 whole time that you were treating him under PRN?

22 A. Yes, he was.

23 THE COURT: When was he being treated, from
24 when to when?

25 THE WITNESS: He had depression --

1 THE COURT: No, when?

2 THE WITNESS: Oh, when? From July of 2008
3 through his exit was about six months ago from the
4 PRN monitoring.

5 THE COURT: Thank you.

6 BY MR. ARAGONA:

7 Q. And so you never detected that Dr. Wickboldt
8 was using any opiates, did you?

9 A. That's correct. He was using -- he was
10 provided, with PRN authorization, an opiate-like
11 substance, which I prescribed, called Suboxone, which is
12 buprenorphine, which does not in any way cloud the
13 consciousness so that all the doctors that have chronic
14 pain, as Dr. Wickboldt has chronic pain, for which I
15 prescribed it.

16 Q. Did you ever detect that Dr. Wickboldt was
17 using alcohol during your involvement with him?

18 A. Yes. On one occasion, he had a drink at a
19 setting, there was a punch, I think, that had some
20 alcohol in it and that returned positive. And that was
21 within the last year.

22 Q. And that was the only time?

23 A. As I recall, yes.

24 Q. And how many days prior to the test would they
25 be able to have detected alcohol or drugs in

1 Dr. Wickboldt's system? And if it's different for
2 either, just let us know.

3 A. With the ethyl glucuronide testing that is an
4 alcohol metabolite, depending on the amount that the
5 individual drinks, you can see the alcohol metabolite
6 easily three days out and if they're drinking -- if they
7 had several beers or drinks, five days out and up to a
8 week later we find the metabolite. And he was tested
9 for that frequently by the PRN.

10 Q. Do you recall seeing and/or testing
11 Dr. Wickboldt in December of 2009?

12 A. Not independently, but I know that I was
13 seeing him consistently from July 2008. I do actually
14 recall seeing December 2009 documents in my file that I
15 saw him at that time, yes.

16 Q. Yes. And what was Dr. Wickboldt's mental
17 condition at that time, if you recall?

18 A. Well, he has been suffering from depression
19 over the years. He's been on an anti-depressant for
20 that. He has attention deficit hyperactivity disorder,
21 he has been on medications for that. And also this
22 chronic pain that I mentioned, that he is on medications
23 for that. And so he came to me and was functioning. I
24 can just say in general that he was on track at that
25 time.

1 Q. Do you recall seeing him in December of 2009
2 on a psychiatric basis where he had had a devastating
3 event to his psyche?

4 A. Well, I can recall by the event if you say
5 what the event is as opposed to knowing the dates. You
6 all are up to speed with the dates.

7 Q. Sure. Do you recall seeing Dr. Wickboldt
8 after he discovered the documentation with Ms. Gonzalez
9 showing that she had, in fact, not been truthful with
10 him about her age, and had also embezzled and stolen
11 hundreds of thousands of dollars of his funds?

12 A. Yes. This was the beginning of -- an acute
13 catastrophic beginning of a very difficult time in
14 Dr. Wickboldt's life. I would say the effects of this,
15 if not right that instant, which was, as I recall,
16 traumatic for him, but in the ensuing weeks and months
17 became devastating, and his whole psyche and all his
18 thoughts and cognitions were at the level of obsessive
19 ruminations about what had occurred, which he felt was
20 sort of the ultimate betrayal in life, and he really
21 couldn't function in regards to anything else in his
22 life for quite some time.

23 Q. And was that a result of feelings of betrayal
24 that Dr. Wickboldt had been suffering from or feeling?

25 A. Yes, as I just said, indeed.

1 Q. Now, did Dr. Wickboldt still remain clean and
2 sober during this time period?

3 A. Yes, he did. He was under scrutiny and
4 testing, as he had always been. He, I recall, wasn't
5 sleeping at all. But he did not take any prohibited
6 substances, such as benzodiazepines or alcohol or
7 anything to help with his sleep.

8 Q. Do you have any concerns about Dr. Wickboldt's
9 emotional state going forward?

10 A. Less so today, I think, as we've arrived here
11 to court. I know he's been looking forward to this day
12 for a very long time, and I think hopefully he'll begin
13 to do better hereafter. My grave concerns were a couple
14 years back, and whether he was going to be suicidal or
15 just completely lose his mental and emotional
16 functioning.

17 Q. Thank you. But as we sit here today, you're
18 hopeful that Dr. Wickboldt's condition has been
19 improving?

20 A. Yes. I know that he's had a great deal of
21 difficulties in his life leading up to this moment and
22 hearing -- and he's been looking forward to this day for
23 a long time, so hopefully things will go more favorably
24 from here.

25 MR. ARAGONA: Thank you very much. I have no

1 further questions.

2 THE COURT: Cross examine?

3 MS. GONZALEZ: Yes.

4 MR. ARAGONA: Your Honor, I would just like to
5 introduce Dr. Seely's --

6 THE COURT: I'll accept it.

7 MR. ARAGONA: -- CV into evidence. If you
8 want to see it first, Ms. Gonzalez.

9 MS. GONZALEZ: That's fine. Thank you.

10 MR. ARAGONA: May I approach?

11 THE COURT: What number?

12 MR. ARAGONA: Twenty.

13 THE COURT: Twenty. Twenty is in evidence.

14 Go ahead.

15 CROSS EXAMINATION

16 BY MS. GONZALEZ:

17 Q. Dr. Seely, I'm happy to hear that
18 Mr. Wickboldt is doing much better.

19 Can you tell me if Mr. Wickboldt, as part of
20 the program in the PRN, has to be part of AA? Does he
21 have to attend meetings, does he have to have a sponsor,
22 do you monitor that?

23 A. That is optional and the PRN cannot force
24 people to do that because of a sort of a separation of
25 church and state.

1 Q. I see. So that's not enforced.

2 A. What is enforced is the weekly group meetings
3 with other recovering doctors.

4 Q. You said earlier that Mr. Wickboldt has not
5 had a drink for how long? I'm sorry, I missed that.

6 A. I forget the date, maybe --

7 Q. A year, you said, ago?

8 A. Well, as I recall, a year ago or six or eight
9 months ago.

10 Q. Okay. I was always curious, I wanted to
11 know --

12 MS. GONZALEZ: I don't know if this is
13 relevant, Your Honor, but I wanted to know why
14 Dr. Seely was prescribing certain medications to
15 Mr. Wickboldt. That's not relevant?

16 THE COURT: You got him right there, you can
17 ask him.

18 MS. GONZALEZ: Oh, okay.

19 BY MS. GONZALEZ:

20 Q. I noticed -- I knew that Mr. Wickboldt, before
21 he had the relapse and saw you, that seeing you in 2008,
22 before that, he was seeing Dr. Moskowitz and
23 Dr. Moskowitz --

24 THE COURT: That's the question, did you know
25 that he was seeing Dr. Moskowitz?

1 THE WITNESS: Yes, I believe that was the
2 doctor whose medical records I received.

3 BY MS. GONZALEZ:

4 Q. Okay. Was it from him or from Dr. Pierre?

5 A. Dr. Pierre?

6 Q. Yeah, in Delray Beach.

7 A. I don't recall.

8 Q. Okay. Because Dr. Moskowitz was --

9 THE COURT: You have to ask questions.

10 MS. GONZALEZ: Oh, okay. Sorry.

11 BY MS. GONZALEZ:

12 Q. Well, the question is: I wanted to know if
13 you could explain to me what do you see that
14 Mr. Wickboldt -- for Mr. Wickboldt to get certain
15 medication, let's say, for instance, Subutex? He was
16 never given that medication before by other doctors
17 prior to you. How did you reach that conclusion that he
18 needed to take Subutex?

19 A. I don't know if that's true that he wasn't on
20 it before, but Subutex, Suboxone, wasn't available much
21 before that, and it's for chronic pain and it was
22 approved by the PRN and their pain management doctors.

23 Q. Okay. Are you also a member of PRN?

24 A. I'm a provider for them and I'm also the
25 regional representative for them. I'm not a

1 participant. I was 25 years ago.

2 Q. You were a participant?

3 A. Twenty-five years ago, yes, when I first got
4 into recovery.

5 Q. Did you ever know that Lloyd -- Mr. Wickboldt
6 was seeing a doctor for several months, a different
7 doctor, and getting some sort of medications prior to
8 seeing you?

9 A. I don't know which doctor you mean and which
10 period of time before he saw me.

11 Q. It was a clinic, I think it's Dr. Cooper, the
12 doctor who was providing those medications, narcotics.

13 THE COURT: Did you give him a time frame?

14 MS. GONZALEZ: Huh?

15 THE COURT: Can you give him a time frame?

16 MS. GONZALEZ: Oh, that was from since
17 December of 2007 through, I believe it was
18 June 2008, prior to his -- how do you call that?
19 My mind is drawing a -- drew a blank. When he took
20 too much drug and he, and he was -- remember when
21 he ended up seeing you, you were sent because of
22 that, right, because of the problem that Lloyd had
23 had a relapse? Sorry, that's the word that I was
24 looking for.

25 MR. ARAGONA: I'm going to object to that. I

1 don't understand what the question is.

2 MS. GONZALEZ: No, I wanted to know -- I don't
3 know if it's considered relevant, but I just wanted
4 to find out why was it, because I know that Mr. --

5 THE COURT: He was referred by some doctor?
6 Was he referred to PRN, I guess. Is that the
7 question?

8 THE WITNESS: He was referred to me from the
9 PRN with the blessing of the PRN. He had been
10 under the care of another doctor for quite some
11 time, so I inherited the case. As to the details
12 of the months prior to me seeing him, I don't
13 recall.

14 THE COURT: Were you provided any records,
15 were you given any information, I guess, in 2008 or
16 2007 where he might have been treated by some sort
17 of a pain clinic?

18 THE WITNESS: I don't recall, Your Honor.

19 BY MS. GONZALEZ:

20 Q. But the reason, Dr. Seely, wasn't the reason
21 that you saw Mr. Wickboldt due to the fact that he had
22 had a relapse or PRN suspected that he had relapse in
23 2008?

24 A. I don't recall if that was exactly the case at
25 that time, other than he was -- he needed a trans -- his

1 treating clinician psychiatrist was retiring and he
2 needed to transfer his case to me. So he arrived with a
3 lot of past medical records from his treating doctor,
4 which I did take some time to go through.

5 Q. Well, I've -- if I recall correctly,
6 Dr. Moskowitz withdrew from being his doctor in October
7 of 2007 and from then on, he started seeing Dr. Pierre,
8 which had nothing to do with PRN. He's an independent
9 psychiatrist.

10 MR. ARAGONA: Objection. She's testifying,
11 Your Honor.

12 THE COURT: Sustained.

13 BY MS. GONZALEZ:

14 Q. So I wanted to know why is it -- is it
15 something that -- how do you -- how did you get to the
16 conclusion that Mr. Wickboldt needed Subutex when he
17 wasn't taking it before, just he was --

18 MR. ARAGONA: Objection. It misstates his
19 testimony.

20 THE COURT: Sustained. Asked and answered.
21 He prescribed it for pain.

22 MS. GONZALEZ: Okay.

23 BY MS. GONZALEZ:

24 Q. I have to ask you again -- not again, but I
25 had asked Mr. Wickboldt before and maybe you can expand

1 a little more in that, what are the effects of mixing
2 alcohol and this type of drug, like Subutex? What are
3 the effects?

4 MR. ARAGONA: Objection, relevance.

5 THE COURT: Sustained. Asked and answered.

6 BY MS. GONZALEZ:

7 Q. You mentioned the sophistication of the PRN
8 program and how Mr. Wickboldt and other members, I'm
9 sure, are tested for drugs or alcohol and how effective
10 that is; right?

11 A. Yes. It's considered the leader in the nation
12 and we test various ways to see if a person is on track.
13 And --

14 Q. Uh-huh.

15 A. -- admittedly, somebody could find a few times
16 here and there they could get away with it, but if they
17 have any ongoing addiction, they're virtually always
18 caught in that.

19 Q. So what would happen if Mr. Wickboldt would be
20 found drinking again?

21 A. Nothing at this point, as he is not under
22 PRN --

23 Q. Oh, okay. That's very good.

24 A. -- supervision at this time.

25 Q. Okay. But you mentioned that the last time

1 that he was checked was when by PRN?

2 THE COURT: He said about six months ago.

3 BY MS. GONZALEZ:

4 Q. About six months ago?

5 A. Correct. Perhaps as few as three or four
6 months that he exited the program.

7 Q. Okay. This is from August 4, 2012, and I
8 wanted to show you something. Would you -- could you
9 read -- or maybe I could read it to you, but --

10 THE COURT: Can you tell us what it is he's
11 looking at?

12 MS. GONZALEZ: This is Mr. Wickboldt's
13 testimony.

14 THE COURT: Dr. Wickboldt's?

15 MS. GONZALEZ: Yes, Mr. Wickboldt.

16 THE COURT: Is he still a doctor?

17 MR. ARAGONA: Yes, he is, Your Honor.

18 BY MS. GONZALEZ:

19 Q. Here, the Court asked him if he had -- was
20 taking prescription medication and he said, yes, that he
21 takes prescription medication. However, he said that he
22 never -- he didn't take narcotics.

23 THE COURT: Was that a conversation between
24 you two?

25 MS. GONZALEZ: Oh, should I ask him to read?

1 MR. ARAGONA: What is she showing him, Your
2 Honor?

3 THE COURT: I think it's Dr. Wickboldt's
4 deposition.

5 MS. GONZALEZ: Yes.

6 MR. ARAGONA: His deposition?

7 MS. GONZALEZ: It's his deposition where he
8 said --

9 THE COURT: Page and line?

10 MR. ARAGONA: Page and line would be useful.

11 MS. GONZALEZ: Oh, I'm sorry. That's page 14.

12 THE COURT: The lines are on the side there,
13 it tells you the numbers there.

14 MS. GONZALEZ: Oh, okay. Sixteen and 17.

15 THE COURT: There you go.

16 MS. GONZALEZ: I'm sorry, Dr. Seely, 16 and
17 17.

18 THE WITNESS: "I take prescription
19 medications, right, non-narcotic. They're
20 non-narcotic.

21 "And you don't drink, Mr. Wickboldt -- or
22 Dr. Wickboldt?

23 I have one drink a week, maybe.

24 "And how much does she launder, do you
25 think?"

1 MS. GONZALEZ: Okay, that's fine.

2 THE WITNESS: "She's putting away 11,500."

3 MS. GONZALEZ: Yeah, right. That's, we've
4 discussed that.

5 MR. ARAGONA: We did.

6 THE WITNESS: Well, you asked me to read it.

7 MS. GONZALEZ: Right.

8 BY MS. GONZALEZ:

9 Q. My point is, he admitted that he has to
10 drink --

11 THE COURT: Well, nope.

12 MR. ARAGONA: There's no point there.

13 THE COURT: You can't do that.

14 MS. GONZALEZ: Oh, I can't do that?

15 THE COURT: Any more questions of the Doctor?

16 MS. GONZALEZ: Okay.

17 THE COURT: You're cutting off on your time
18 because I told you that we're leaving at 4:30.

19 MS. GONZALEZ: Okay.

20 BY MS. GONZALEZ:

21 Q. So, Dr. Seely, so just the fact that he admits
22 that he takes drinks, has a drink the week -- and this
23 was in --

24 THE COURT: Okay. I would be aware that if he
25 was still in PRN, he wouldn't be allowed to do

1 that.

2 MS. GONZALEZ: Right. But now -- yeah, but I
3 was trying to get to the point that --

4 THE COURT: Do you have any more questions of
5 the Doctor?

6 MS. GONZALEZ: No.

7 THE COURT: Okay. Thank you.

8 MR. ARAGONA: Nothing else from me. Thank
9 you, Doctor.

10 MS. GONZALEZ: Thank you.

11 THE COURT: This is a fascinating curriculum
12 vitae.

13 (Discussion off the record.)

14 MR. ARAGONA: I would call Julie Gonzalez to
15 the stand.

16 THEREUPON,

17 JULIE M. GONZALEZ,

18 having been first duly sworn by the Court, testified as
19 follows:

20 THE WITNESS: Yes.

21 DIRECT EXAMINATION

22 BY MR. ARAGONA:

23 Q. Please state the current name that you use?

24 A. Julie Gonzalez, Julie M. Gonzalez.

25 Q. M is the middle initial?

1 A. M is the middle initial, yes.

2 Q. Is that with a Z at the end?

3 A. Gonzalez is -- the correct spelling for
4 Gonzalez, which is a Spanish name, is Z, yes.

5 Q. I want to show you, and I'll mark it as
6 Exhibit 21 -- well, before I show you the exhibit, what
7 is your address?

8 A. My address is 723 Andrew Avenue in
9 Tallahassee, Florida, PO Box 7297.

10 Q. Ma'am, I'm not asking you about a PO Box. I'm
11 asking you where you live, what is your address where
12 you live?

13 A. Why do you need to know my address?

14 Q. You're not asking the questions here, ma'am.
15 What is your address where you live? It's very simple.

16 THE COURT: Unless you're in the witness
17 protection program.

18 THE WITNESS: Yes, which I am.

19 MR. ARAGONA: You have to answer. You are
20 not, ma'am.

21 THE WITNESS: Well, what is this, then?

22 MR. ARAGONA: It's a piece of junk that you
23 got because you made false allegations, is what it
24 is.

25 THE WITNESS: That is very disrespectful.

1 MR. ARAGONA: You remember that you were
2 almost held in contempt by Judge French for failing
3 to give your address, were you not?

4 THE WITNESS: I have no idea what --

5 MR. ARAGONA: Do you not?

6 THE WITNESS: No.

7 MR. ARAGONA: You don't remember that?

8 THE WITNESS: I remember that he forced me --

9 THE COURT: Hand it to me from the witness
10 stand, please.

11 MR. ARAGONA: I'm not interested in your silly
12 card.

13 THE COURT: You want her address or where she
14 lives?

15 MR. ARAGONA: I want the address where she
16 lives.

17 THE COURT: Where are you living now, the
18 address where you are living?

19 THE WITNESS: 6801 -- I've already given the
20 address.

21 MR. ARAGONA: I'm asking you a question under
22 oath, ma'am.

23 THE COURT: Are you going to answer the
24 question or I'll decide the case right now.

25 THE WITNESS: 6801 Collins Avenue (phonetic),

1 Miami Beach, Florida 33141.

2 BY MR. ARAGONA:

3 Q. How long have you been living there?

4 A. On and off, probably a year or so.

5 Q. Who do you live with?

6 THE WITNESS: Is this relevant, Your Honor?

7 MR. ARAGONA: Ma'am, answer the question.

8 THE COURT: Overruled. If that's an
9 objection, you're out of order. Overruled. You
10 have to answer the question. Who lives with you --

11 THE WITNESS: My aunt.

12 THE COURT: -- if anybody?

13 THE WITNESS: I'm sorry?

14 THE COURT: If anybody. I don't know if
15 anybody lives with you there.

16 THE WITNESS: My aunt lives there.

17 BY MR. ARAGONA:

18 Q. Do you pay rent?

19 A. Yes.

20 Q. How much rent do you pay?

21 A. I helped, I helped out.

22 Q. You don't pay a set amount each month?

23 A. No.

24 Q. Now I want to show you what you've served to
25 the Court as a copy of your identification, and I'll

1 mark it as Exhibit 21. Is this a current copy of your
2 license?

3 A. Yes, it is.

4 Q. And when was that license issued?

5 A. Probably ten or 12 years ago.

6 Q. Ten or 12 years ago?

7 A. Right.

8 Q. How come it says 9/26/2008?

9 A. Because we renewed -- oh, well, maybe it was
10 in 2008. But it's a renewal, yes.

11 Q. Did you live at 17103 SW 39th Court in
12 Miramar, Florida when you applied for this license?

13 A. I'm not quite sure.

14 Q. You're not quite sure?

15 A. In 2008?

16 Q. Yeah.

17 A. In 2008, no, I was living in Boynton Beach.

18 Q. So this is false information on your license?

19 A. I don't see why it's false information.

20 Q. That's not your address, is it?

21 A. But it's my property.

22 Q. That doesn't matter. It's supposed to be
23 where you live, ma'am.

24 A. Oh, I didn't know that. I have always --

25 Q. Have you ever updated your address with the

1 State of Florida?

2 A. No. I've always kept that address.

3 Q. I want to ask you, what is the name on your
4 driver's license?

5 A. Julia Maria Gonzalez.

6 Q. Didn't you just testify that your name was
7 Julie M. Gonzalez?

8 A. Julie M. Gonzalez, yes, it is.

9 Q. This is a different name than you just
10 testified to.

11 A. No, it's not.

12 Q. Oh, it's not?

13 THE COURT: Okay, let's --

14 MR. ARAGONA: We have a lot of information to
15 go through.

16 THE COURT: Well, you're going to run out of
17 time here.

18 MR. ARAGONA: I know, but, Judge, I have so
19 much, she's lied so much that we have so much
20 information I'd like to go through.

21 THE COURT: Well, you can't go over all of it.
22 I'm sorry.

23 MR. ARAGONA: All right. I'll do the best I
24 can.

25 THE COURT: What is the name on your birth

1 certificate?

2 THE WITNESS: On my birth certificate, Your
3 Honor, I was born in Cuba, my birth certificate
4 name --

5 THE COURT: Is this name correct on your
6 passport, Julia Maria Gonzalez?

7 THE WITNESS: Exactly.

8 THE COURT: That's your name. Okay.

9 MR. ARAGONA: And that's where we're going.

10 THE COURT: Is this correct, your date of
11 birth, October 1, 1952?

12 THE WITNESS: That's correct. That's my --

13 THE COURT: Okay. Were you born in Cuba?

14 THE WITNESS: Yes.

15 THE COURT: Okay.

16 BY MR. ARAGONA:

17 Q. Have you ever used any other birth dates?

18 A. No.

19 Q. Okay, I'm going to show you --

20 MR. ARAGONA: So many exhibits, Your Honor. I
21 wish I could get through this.

22 BY MR. ARAGONA:

23 Q. -- Exhibit 22, which is a copy of a check, and
24 I have an extra copy, to the U.S. Department of State.
25 What does it say on the top of that?

1 A. It says Julie, or I don't know, DOB 10/1/62.
2 That's not my handwriting.

3 Q. Thank you.

4 A. That's not my handwriting.

5 Q. And there's another check attached to the
6 second part of that; right? Do you see the second check
7 on the next page dated 2/5/2007?

8 A. What? Where are you talking about?

9 Q. The next one.

10 A. Oh, the date, 2/5/2007?

11 Q. And that's written to the U.S. Department of
12 State also for a passport renewal for Lloyd Wickboldt;
13 correct?

14 A. U.S. passport renewal and it's signed, yeah,
15 Lloyd Wickboldt, I guess.

16 Q. Did you forge Dr. Wickboldt's signature on
17 that check?

18 A. No. Why should I forge his check?

19 Q. You're not asking questions. You're
20 answering.

21 A. Well --

22 Q. And you see the lower case D; correct?

23 A. This is from our joint account.

24 THE COURT: Ma'am, you can't testify unless
25 you are asked a question.

1 BY MR. ARAGONA:

2 Q. So you see that this was written five days
3 later. And didn't you just testify earlier that you
4 went with Mr. Wickboldt on the same day to renew your
5 passports?

6 A. Yes.

7 Q. Why did -- oh, so now you're saying that you
8 didn't or --

9 A. I did.

10 Q. Okay.

11 A. I did, but --

12 Q. So why are there two checks written six days
13 apart?

14 A. I have no idea, sir, but I know --

15 Q. Okay, thank you.

16 A. I know --

17 Q. Thank you, ma'am. You've answered the
18 question.

19 Okay. Now I'm going to show you --

20 THE COURT: Did you want Dr. Wickboldt to
21 think you were born -- what year was it?

22 THE WITNESS: '62, 65.

23 THE COURT: -- in 1965?

24 THE WITNESS: No, Your Honor.

25 THE COURT: You did not.

1 THE WITNESS: No. In the marriage license it
2 shows ten --

3 THE COURT: Ma'am, there's no question
4 pending.

5 BY MR. ARAGONA:

6 Q. Let me show you the next exhibit, which is
7 Exhibit 23.

8 MR. ARAGONA: And I'd like to move Exhibit 22
9 into evidence, please, Your Honor.

10 BY MR. ARAGONA:

11 Q. Is that your handwriting?

12 A. Yes.

13 Q. Do you see on the bottom there, is there a
14 date of birth?

15 MR. ARAGONA: I have an extra copy, Your
16 Honor.

17 THE WITNESS: Yes, it shows it.

18 BY MR. ARAGONA:

19 Q. What does the date of birth say?

20 A. It says 10/1/62.

21 Q. Thank you. I'm going to show you the next
22 exhibit, ma'am, which is going to be Exhibit 24. Do you
23 recognize this document?

24 MR. ARAGONA: Exhibit 23 moved into evidence,
25 Your Honor.

1 BY MR. ARAGONA:

2 Q. What is that document?

3 A. This is from the same doctor.

4 Q. And what is the date of birth listed on the
5 bottom of the page?

6 A. It says 10/1/62.

7 Q. Thank you.

8 A. That is that same doctor that you -- the
9 previous paper.

10 MR. ARAGONA: I'd like to move this into
11 evidence, Exhibit 24.

12 THE COURT: Okay. I think the question that
13 needs to be asked is, is this your writing?

14 THE WITNESS: No.

15 BY MR. ARAGONA:

16 Q. This is a statement from the Delray Medical
17 Center; correct?

18 A. That is not my handwriting.

19 Q. Okay. Who gives the information --

20 A. The doctor.

21 Q. -- to your doctors? Who gives the information
22 about you?

23 A. That's from the doctor to Delray Beach --

24 Q. Where did they get this date of birth?

25 A. Sir, I don't know. They maybe made a mistake.

1 Q. They just pulled it out of the sky, maybe;
2 right? Sure.

3 THE COURT: You need to get on to the
4 finances.

5 MR. ARAGONA: Your Honor, I have about ten
6 documents --

7 THE WITNESS: I understand. I understand, but
8 as far as the Court is concerned, you know, it
9 appears quite clear that insofar as her
10 relationship with Dr. Wickboldt is concerned, she
11 wanted him to believe that she was born in 1965.

12 MR. ARAGONA: If the Court --

13 THE COURT: Along with the passport and the
14 driver's license and the prior testimony today, we
15 now know that that's -- that she misled him.

16 MR. ARAGONA: Okay. As long as the Court's
17 satisfied, I'm going to stop --

18 THE COURT: I'm satisfied.

19 MR. ARAGONA: I will stop --

20 THE COURT: I'm satisfied that she wanted him
21 to think that she was born in 1965.

22 THE WITNESS: That's not true, Your Honor.

23 BY MR. ARAGONA:

24 Q. I want to show you next Exhibit 25, ma'am. Do
25 you recognize this document?

1 A. Yes.

2 Q. Is that a true and correct copy of your 2005
3 U.S. tax return?

4 A. Yes.

5 Q. And on item four on the top, do you have Josef
6 Wilblinger listed as a child dependent?

7 A. He's listed as head of household. Oh --

8 Q. Yeah, read it more carefully, please, ma'am.
9 Did you take a tax deduction on Josef Wilblinger as a
10 child dependent in your 2005 tax return?

11 A. I wasn't aware.

12 Q. You committed tax fraud, didn't you?

13 A. No.

14 Q. All right. Well, we'll just submit this to
15 the Court.

16 A. Yes.

17 Q. Are you done?

18 A. I'm just looking for a signature because I
19 don't do taxes.

20 Q. But you submit the information to your
21 accountant, don't you?

22 A. Yes.

23 Q. Did you ever ask your accountant to -- that
24 was a self-prepared return, wasn't it, ma'am?

25 A. No, it's not.

1 Q. It's not?

2 A. No. There's a note here from my accountant.

3 Q. Okay, but I'm not asking you about a note.

4 I'm asking you -- excuse me, let me see.

5 A. I've never done myself.

6 Q. What does it say under preparer's signature?

7 A. Self-prepared.

8 Q. Thank you, ma'am.

9 MR. ARAGONA: I'd like to introduce
10 Exhibit 25. Thank you, Your Honor.

11 THE COURT: Admitted.

12 Are these credit cards all still open or
13 they've been closed?

14 MR. ARAGONA: Is the Capital One account open?

15 THE COURT: No, the AMEX and Discover card,
16 the Macy's card, Victoria's Secret.

17 MR. ARAGONA: Your Honor, can I have Exhibit 7
18 so I can question the witness?

19 THE COURT: I can't seem to find it.

20 MR. ARAGONA: Well, I'll use this copy that I
21 have.

22 BY MR. ARAGONA:

23 Q. I'm going to show you a copy of Exhibit 7. Do
24 you recognize that signature on that document?

25 A. Yes.

1 Q. And what does that document show?

2 A. It shows my signature.

3 Q. Does it show you removed \$96,000 --

4 A. Yes.

5 Q. -- on December 15, 2009?

6 A. That's correct.

7 Q. Yeah, and I'd like you to go to the next two
8 pages after that, please. I think it's two, it might be
9 three.

10 A. What page is that?

11 Q. There's another withdrawal for \$6,533.92. Do
12 you see that?

13 A. Yes.

14 Q. Did you make that withdrawal, as well?

15 A. Yes.

16 Q. Next page, please.

17 A. Six thousand -- but that's my account. Yes,
18 it has my signature.

19 Q. Yeah, there's another one for \$9,000 on the
20 next page?

21 A. Yes.

22 Q. Did you make that withdrawal?

23 A. Yes.

24 Q. Another one for \$1200 on the next page, did
25 you make that withdrawal?

1 A. Yes.

2 Q. And what was the date of that withdrawal?

3 A. The last one?

4 Q. Yes.

5 A. 12/24.

6 Q. What did you do with all that money?

7 A. I removed that money after Lloyd Wickboldt --
8 this was on the 15th.

9 Q. I'm asking you, what did you do with that
10 money? Listen very carefully. What did you do with
11 that money?

12 A. I'm answering the question. I took that money
13 out of the bank, as you can see.

14 THE COURT: Where did you put it?

15 THE WITNESS: I was -- Your Honor, I was in a
16 shelter and I took all that money with me to the
17 shelter because I --

18 THE COURT: Where is the money now?

19 THE WITNESS: After -- that was in 2009. Now
20 is 2013. That's the reason why I don't have an
21 attorney. I've run out of that money --

22 BY MR. ARAGONA:

23 Q. You stole all the money from my client, you
24 don't have an attorney?

25 A. I did not steal anything from your client.

1 Your client has stole all my property and left me with
2 not even my passport, and I've gotten it back.

3 Q. The records have shown that you took out right
4 after you were confronted, and you just admitted to it,
5 by my client as your true identity, you took out over
6 \$110,000 in your sole account, which the source of those
7 funds were directly and only from my client; isn't that
8 true?

9 A. No, that's totally false.

10 Q. Okay, well, what am I missing, ma'am? What am
11 I missing?

12 A. Because Mr. Wickboldt and myself, we were
13 married and I was his wife.

14 Q. And what did you contribute --

15 A. And as a wife --

16 Q. What did you contribute financially?

17 A. Financially?

18 Q. Nothing; right?

19 A. Absolutely nothing because he was the
20 provider.

21 Q. Okay. So what gave you the right to steal his
22 money?

23 A. I did not -- I have never, I'm a decent human
24 being.

25 Q. Oh, no, of course not, ma'am.

1 A. I never steal --

2 Q. No, never.

3 A. -- for anybody anything from anybody.

4 THE COURT: Hey. I don't like the way you're
5 trying this case, sir. Stop yelling at the
6 witness.

7 MR. ARAGONA: I'm sorry. I'm so disgusted
8 with her, I can't help myself.

9 THE COURT: Well, stop that.

10 MR. ARAGONA: And I apologize to the Court and
11 I will calm down.

12 THE COURT: Calm down. You got a lay person.

13 MR. ARAGONA: I will calm down.

14 THE COURT: You're an officer of the court.
15 Don't do that.

16 MR. ARAGONA: It's not that she's a lay
17 person. She stole all these monies and she sits
18 here and denies it and it upsets -- I apologize to
19 the Court and I'm going to calm down and watch my
20 demeanor.

21 THE WITNESS: I have never stolen anything
22 from anybody.

23 MR. ARAGONA: Yeah, sure.

24 THE WITNESS: I'm still waiting for him to
25 give me my things back.

1 MR. ARAGONA: You know what, I have no more
2 questions.

3 THE COURT: Okay. Thank you.

4 Is there anything you want to say about
5 this? And you really need to explain --

6 THE WITNESS: Yes, Your Honor.

7 THE COURT: You really need to explain what
8 happened to all this money.

9 THE WITNESS: Your Honor, if I could have a
10 moment to explain.

11 THE COURT: I gather your testimony is that
12 you gave it all to your lawyers.

13 THE WITNESS: Excuse me?

14 THE COURT: I gather your testimony is that
15 the money went to your lawyers --

16 THE WITNESS: No. Part --

17 THE COURT: -- defending this lawsuit.

18 THE WITNESS: Partly. I spent about \$30,000
19 in attorney's fees.

20 THE COURT: Okay.

21 THE WITNESS: But for four years or for three
22 and a half years or for three and three months
23 years, I have not received a penny from this man,
24 because I know that I took, that I took that money,
25 but I didn't take it to harm him or to do any -- or

1 to steal it, like this individual said. I took it
2 because he had taken everything I own, all my
3 furn -- all my jewelry, things that I had owned --

4 THE COURT: Do you still own the house in
5 Miramar?

6 THE WITNESS: Yes.

7 THE COURT: Is that paid for?

8 THE WITNESS: No.

9 THE COURT: What's the mortgage on that?

10 THE WITNESS: I have -- the total -- not the
11 mortgage. With the escrow account, it's \$1300.

12 THE COURT: No, I mean, what's your equity in
13 it?

14 THE WITNESS: Right now, it's about
15 probably -- my equity means the money that it's --
16 what's the equity?

17 THE COURT: What, if you had to pay it off,
18 what's the payoff figure?

19 THE WITNESS: Oh, okay. The payoff figure
20 would probably be a hundred and fifty.

21 THE COURT: A hundred and fifty?

22 THE WITNESS: A hundred and fifty, 160. You
23 mean if I would sell the house?

24 THE COURT: No. If you were to go to the
25 bank, is there a mortgage?

1 THE WITNESS: Yes.

2 THE COURT: Okay. If you were to go to the
3 bank --

4 THE WITNESS: Oh, to pay it off?

5 THE COURT: -- and pay the mortgage, what
6 would the figure be, what would you owe?

7 THE WITNESS: Oh, it would be probably 102,
8 101 or so.

9 THE COURT: And do you have -- what about CDs?
10 I gather from looking at some of the court
11 documents here, there is -- you still have some
12 CDs; is that correct?

13 THE WITNESS: I have a CD. The CDs that I was
14 trying to -- the money that Mr. Wickboldt with his
15 previous attorney had frozen --

16 THE COURT: The answer is, yes, you do have a
17 CD?

18 THE WITNESS: Yeah, had the money frozen.

19 THE COURT: Where is that CD located?

20 THE WITNESS: That CD is with AmTrust.

21 THE COURT: And how much is that for?

22 THE WITNESS: They were holding \$11,500, I
23 believe, or 250 or something to that effect.

24 THE COURT: So 11,250?

25 THE WITNESS: Yes.

1 THE COURT: Do you have any other funds
2 besides that? I'm looking at your financial
3 statement from back in -- it's a while ago, and you
4 show \$311,000.

5 THE WITNESS: That's probably with my -- I'm
6 not sure.

7 THE COURT: What about that? And you have not
8 done a financial statement, I guess, since then; is
9 that correct?

10 THE WITNESS: Probably not, Your Honor.

11 THE COURT: Quickly, did you want these folks
12 to testify?

13 THE WITNESS: Yes, of course.

14 THE COURT: What are they going to testify to?

15 THE WITNESS: They are going to testify about
16 my character, they --

17 MR. ARAGONA: Objection.

18 THE WITNESS: They're going to testify the
19 incidents with -- or whatever they had seen, I'm
20 not sure, I'll let them say.

21 THE COURT: Do they know anything about the
22 money?

23 THE WITNESS: No.

24 THE COURT: That's really the key to this
25 case.

1 THE WITNESS: Your Honor, the money, I was
2 acting --

3 THE COURT: I'm asking if they know anything.

4 THE WITNESS: No.

5 MR. ARAGONA: Of course not.

6 THE COURT: They'll testify as to your
7 reputation for truthfulness is good in the
8 community?

9 THE WITNESS: Yes. Yes.

10 THE COURT: And they are husband and wife?

11 THE WITNESS: Yes.

12 THE COURT: Okay. And they've known you for
13 how long?

14 THE WITNESS: For over 30 years.

15 THE COURT: For seven (sic) years. Okay.

16 THE WITNESS: Thirty.

17 MR. ARAGONA: I mean, Judge, if that's --

18 THE COURT: Can we have their names for the
19 record?

20 MR. DE LA TORRE: Roberto De La Torre, Your
21 Honor.

22 THE COURT: Okay, you can tell us what their
23 names are.

24 THE WITNESS: Oh.

25 THE COURT: You can tell the court reporter.

1 THE WITNESS: Roberto De La Torre.

2 THE COURT: De La Torra or Torre?

3 THE WITNESS: De La Torre -- D-E --

4 THE COURT: Roberto De La Torre. And there's
5 Mrs. De La Torre?

6 THE WITNESS: And that's, yes, Joyce De La
7 Torre.

8 THE COURT: Her first name?

9 THE WITNESS: Joyce.

10 THE COURT: Joyce.

11 Okay. Well, first of all, there's no
12 question the marriage is irretrievably broken, so
13 petitioner's request for divorce is granted. The
14 annulment is denied.

15 MR. ARAGONA: On what basis, Your Honor?

16 THE COURT: There was no -- there's no fraud
17 in the marriage --

18 MR. ARAGONA: Really? After all this
19 testimony?

20 THE COURT: -- the exception to the marriage.

21 MR. ARAGONA: But, Your Honor --

22 THE COURT: The Court finds there was
23 misappropriation of funds. The question is, what's
24 there left to distribute.

25 MR. ARAGONA: Well, Your Honor, what we're

1 seeking --

2 THE COURT: What's the amount that you're
3 claiming?

4 MR. ARAGONA: Well, like I said, the
5 accountant testified and I added up his figures
6 that she's misappropriated \$237,000 of my client's
7 funds.

8 THE WITNESS: This is ridiculous.

9 MR. ARAGONA: That's taking into account the
10 bills that were paid. As he testified, over
11 570,000 of funds were moved. Let's say
12 300,000 were spent on legitimate bills and the
13 taxes and the things that she was raising, but
14 overall, if I could just review my notes for one
15 moment, I believe his testimony was --

16 THE COURT: What is the amount that you're
17 seeking?

18 MR. ARAGONA: This 237,500. And what we would
19 request, because I think that Ms. Gonzalez has
20 hidden the funds beyond our reach, except for the
21 CD that we did successfully freeze at AmTrust,
22 which ends in 9938, and that's the amount of 11,250
23 or so, I don't know the exact number. I can give
24 you the full account number of it.

25 THE COURT: That's fine. We have the CD.

1 MR. ARAGONA: And return of the Lexus
2 automobile and title to her property, as well as
3 making her responsible for the Capital One credit
4 card account.

5 I think that's the only things that we
6 can ask for, because I don't think that
7 Ms. Gonzalez is going to be forthright and tell us
8 where she put all the money.

9 MS. GONZALEZ: Your Honor, may I say
10 something?

11 THE COURT: You may have your turn.

12 MS. GONZALEZ: That is totally false. I do
13 not have any money. The money is written there
14 \$96,000, which I took out because of my fear that
15 this man would even take that. I tried -- he
16 mentioned even in court that I had called him on
17 the 21st. There was a friend of his who called me
18 and told me that he wanted to speak with me. And I
19 told him that I wanted to do the income tax. That
20 was the only reason why I called him after he
21 assaulted me. I wanted to do the -- I wanted to do
22 separate income tax, and I wanted to go over that
23 money, and he started screaming and threatening me.
24 And that was the last of the conversation.

25 Through my attorneys, I have been

1 forthcoming. I have never denied that that money
2 was taken out. I didn't do anything to prevent
3 anybody from knowing anything. The money was taken
4 out because he assaulted me, he took all the
5 money -- and this was not the first time, Your
6 Honor. This was not the first time that he had
7 done that. And he's done it to me, and I know that
8 the Court doesn't care about the reputation of this
9 man, but he's done it to several women, he's done
10 it to his children, and that's the reason why no
11 one --

12 MR. ARAGONA: I object to this rant.

13 THE WITNESS: -- no one wants nothing to do
14 with him.

15 THE COURT: Well, there's no evidence of that.

16 MR. ARAGONA: Right.

17 THE COURT: Okay. You can have a seat. You
18 don't have to sit there.

19 MS. GONZALEZ: Thank you.

20 THE COURT: Okay. What we're going to do is:
21 The CD to the husband. The marriage is over with.
22 Sell the property, one-half to the husband,
23 one-half to the wife if there's anything there
24 after they sell it. Wife is to pay the Capital One
25 credit card. Each party will be responsible for

1 their own fees and costs.

2 If you would send the order to Judge
3 French's JA, she'll contact me to sign it.

4 MR. ARAGONA: Thank you very much, Your Honor.

5 THE COURT: Okay. Thank you.

6 MR. ARAGONA: Your Honor, I just have one
7 question with regard to the property, and how do
8 you want that to be put in the order? Is that
9 going to be a court sale or is that going to be a
10 private sale? How are we going to accomplish that?

11 THE COURT: I think this is better in a
12 private sale.

13 MR. ARAGONA: Well, then, what --

14 THE COURT: I mean, I'll leave it up to you
15 how you want to -- I mean, economically I think
16 you'd do better than you will do at an auction.

17 MR. ARAGONA: What would be the directive,
18 though, for the order? Just that the property
19 shall be sold with 50 percent of the proceeds to
20 each party?

21 THE COURT: Correct.

22 DR. WICKBOLDT: And we need to know when it's
23 going to be sold and all that.

24 MR. ARAGONA: Well, that's -- the logistics of
25 it is what's a little perplexing.

1 THE COURT: Well, just put on or before and
2 I'll fill that in. To be listed with a --

3 MR. ARAGONA: Shall be listed --

4 THE COURT: I figured it would be better
5 listing it with a broker.

6 MR. ARAGONA: Yeah, but how -- I see a
7 problem.

8 THE COURT: I mean, we could have it
9 foreclosed on, I mean, we can put it up for
10 auction.

11 MR. ARAGONA: No, but I --

12 THE COURT: You don't really want to do that.

13 MR. ARAGONA: I agree with Your Honor. The
14 problem becomes, who picks the broker, how are we
15 going to coordinate this between the parties. It
16 is going to be exceedingly difficult. I suspect
17 Ms. Gonzalez doesn't live at the address that she
18 says, I have trouble reaching her. I've sent many
19 mails and court documents to her that come back
20 returned.

21 And she's going to return the car by a
22 date certain, as well?

23 THE COURT: No. I thought she didn't have the
24 car.

25 MR. ARAGONA: Oh, no, she has the car. She's

1 driving it.

2 MS. GONZALEZ: The car was given to me for use
3 on March 25th by Judge French.

4 MR. ARAGONA: For temporary --

5 MS. GONZALEZ: And both -- right.

6 MR. ARAGONA: We would request --

7 MS. GONZALEZ: Excuse me.

8 MR. ARAGONA: -- return of the automobile of
9 course.

10 MS. GONZALEZ: And also, Your Honor --

11 MR. ARAGONA: It's his car, it's under his
12 name, he paid for it.

13 MS. GONZALEZ: And also, Your Honor --

14 THE COURT: I thought the car, there were
15 still payments on the car.

16 MR. ARAGONA: Yeah, there's still payments due
17 on the car --

18 THE COURT: Right.

19 MR. ARAGONA: -- but it has value and my
20 client wants it back because she drives it and --

21 THE COURT: The car has to go to the husband
22 because, as I understand it, the payments are going
23 to be made; right?

24 MR. ARAGONA: Right.

25 DR. WICKBOLDT: It has to be paid off.

1 THE COURT: By the husband because it's in his
2 name.

3 MR. ARAGONA: Right. Would we get ten days?

4 THE COURT: Well, whenever you get the order
5 to me, you know, on or before, I'll fill it out.

6 MR. ARAGONA: Okay. Well, should I give it
7 ten days? Does that sound -- ten days from the
8 date of the order?

9 THE COURT: That's fine. Ten days is good
10 enough time. They both live in South Florida.

11 MR. ARAGONA: She can deliver it to, me if the
12 parties don't want to have any contact. And at the
13 same time --

14 THE COURT: I think that would be the best
15 policy.

16 MR. ARAGONA: Of course. And at the same
17 time, as far as the home, I would be happy to
18 coordinate with her, although, again, I am somewhat
19 skeptical of how we're going to arrange this, but
20 I'll try to do the best I can. And I'll try to
21 draft the order as clearly as I can so that
22 everyone understands what's going on.

23 THE COURT: Yeah, I'm just not comfortable
24 listing the real estate company.

25 MR. ARAGONA: No, I know. I just wanted to

1 know if Your Honor --

2 THE COURT: Picking one out, so...

3 MR. ARAGONA: I just wanted --

4 THE COURT: If you can't agree, just give
5 me --

6 MR. ARAGONA: I'll say mutually agreed upon.

7 THE COURT: Yeah, you know, just leave it
8 blank and I'll put somebody in there.

9 MR. ARAGONA: Okay. I'll put mutually agreed
10 upon by the parties, or if no realtor has been
11 selected --

12 THE COURT: Then the Court will designate a
13 real estate broker.

14 MR. ARAGONA: The Court shall designate.
15 Okay.

16 Your Honor, I want to apologize for my
17 outburst.

18 THE COURT: That's okay.

19 MR. ARAGONA: I got overcome a little bit and
20 I do apologize.

21 THE COURT: I figured I got called down here
22 because this was going to be somewhat a little out
23 of the ordinary.

24 If you just use Judge French's --

25 MR. ARAGONA: Kim? Sure. Thank you very

1 much, Your Honor.

2 (The proceedings were concluded at 4:38 p.m.)
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1 CERTIFICATE OF REPORTER

2
3 THE STATE OF FLORIDA

4 COUNTY OF PALM BEACH

5
6 I, April Goldberg, Florida Professional
7 Reporter, certify that I was authorized to and did
8 stenographically report the foregoing proceedings; and
9 that pages 1 through 254 contain a full, true and
10 correct transcription of my stenographic notes.11 The foregoing certification of this transcript
12 does not apply to any reproduction of the same by any
13 means unless under the direct control and/or direction
14 of the certifying reporter.15
16 Dated this 9th day of August, 2013.17
18 _____
19 APRIL GOLDBERG, FPR
20 Notary Public - State of Florida
21 My Commission Expires 6-16-16
22 Commission #EE173813
23
24
25

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE MARRIAGE OF: CASE NO: 50 2010 DR003810XXXXSB FY

LLOYD G. WICKBOLDT,

Petitioner/Husband,
and

JULIE M. GONZALEZ,

Respondent/Wife.

ORDER GRANTING MOTION TO WITHDRAW

THIS CAUSE, having come before this Court on the counsel for the Petitioner's Motion to Withdraw, and this Court having heard arguments of counsel, and otherwise being fully advised in the premises; it is hereby:

ORDERED AND ADJUDGED that the Motion to Withdraw is hereby granted and this Court orders all further pleadings shall be sent to the Respondent, Julie M. Gonzalez, at 17103 SW 39th Court, Miramar, FL 33027.

DONE AND ORDERED in Chambers, Delray Beach, Palm Beach County, Florida, this

_____ day of _____, 2013.

SIGNED & DATED

MAY 14 2013

CIRCUIT JUDGE

David E. French E. FRENCH
Circuit Court Judge

Copies Furnished:
Laura Schantz, Esq.
Anthony J. Aragona, III, Esq.

IN THE CIRCUIT OF THE FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA

UNIFIED FAMILY COURT

CASE NO: 5020 DR 0038 10 XXXXSB FY
DIVISION: FY

IN RE:

Hoyd G. Wickboldt
Petitioner,

and

Julie M Gonzalez
Respondent.

COPY
SOUTH COUNTY BRANCH OFFICE
ORIGINAL RECEIVED

JUN 20 2013

SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

MOTION

I, (print your name) Julie M Gonzalez, the [check one] Petitioner
 Respondent, in the case am requesting the following Motion:

[✓ the appropriate motion(s):]

- Continue the hearing on (matter being heard) DIVORCE Trial CONTINUANCE
(date) 6/28/2013 (time) 1000 AM before Judge/Commissioner MANNION
- Dismiss (state action) FOR CONTINUANCE OF TRIAL
- Vacate the Court's Order which has been filed by the clerk as docket # _____
- Rehearing (check all that apply) of _____ Paternity, _____ Contempt, _____ Commitment.
- Waive Parenting/Mediation Requirements(s) for _____
- Other FOR CONTINUANCE

Here by JM requesting from the Court a
Continuance of trial set 6/28/13 at 10AM IN
front of JUDGE MANNION:

I NEVER RECEIVED NOTIFICATION OF MOTION TO WITHDRAW
FROM MY PREVIOUS ATTORNEY, NOR DID I RECEIVE GRANTING
MOTION TO WITHDRAW FROM THE COURT.

MY ADDRESS LISTED WITH PREVIOUS ATTORNEY AND WHERE ALL
PREVIOUS CORRESPONDENCE HAS BEEN MAILED TO AND
RECEIVED BY ME IS: PO BOX 7297 TALLAHASSEE FL 32314
ABOVE IS MY KNOWN MAILING ADDRESS FOR THE LAST 2 1/2 YRS.

I REQUEST THAT I PLEASE BE GRANTED ENOUGH TIME TO HAVE
AN ATTORNEY TO REPRESENT ME IN COURT FOR TRIAL.
PREPARE FOR THIS CASE

over →

The following facts support the motion(s) checked above:

I request that I'm granted 3 months for my new attorney to be able to represent me, as it should be in court; and to have my voice heard through my attorney in court

This motion is made in good faith and NOT for the purpose of delay. I want than anyone else want and need my divorce to be final, but at point because of the circumstances previously discussed I need to respectfully request that this court enter an order granting this motion for continuance so that my attorney can properly prepare for trial.

Respectfully,
Thank you very much,
Julie M Gonzalez.

I HEREBY CERTIFY that a copy of this Motion has been mailed on (date) _____, 20____, by regular mail _____, certified mail , hand delivered _____, e-mailed _____ served to _____
6/21/2013

Name of other party Joyo G Wickboldt and to: Attorney (if any) Anthony J. Aragona
Address _____ Address 5097 Sanchez Circle
LAKE WORTH FL 33463

Sign your name
Julie Gonzalez

Print your name
Address 6801 Harding Ave #509
Miami Beach FL 33141
Telephone (City) 245-4653
E-mail Address(es): _____

IF A NON-LAWYER HELPED YOU FILL OUT THIS FORM, THEY MUST FILL IN THE BLANKS BELOW:

I, (name of non-lawyer) _____, a non-lawyer, located at (street) _____ (city) _____ (state) _____, (phone) _____, helped {name} _____, who is the (check one) _____ petitioner or _____ respondent, fill out this form.

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA

Case No.: 502010DR003810XXXXSB

Division: FY

IN RE THE MARRIAGE OF:

LLOYD G. WICKBOLDT,
Husband,

and

JULIE M. GONZALEZ,
Wife

ORIGINAL FILED
North County Civil Div.

JUL 21 2010

SHARON R. BOCK
Clerk & Comptroller

ANSWER AND COUNTERPETITION

ANSWER

Respondent and Counterpetitioner, JULIE M. GONZALEZ, hereinafter called "Wife", by and through the undersigned attorney, files this Answer to the Petition for Dissolution of Marriage filed in the above-styled cause and would admit, deny and state as follows:

1. Wife admits the following allegations contained in Husband's original Petition: 1, 2, 4, 5, 8, 14, 15, 18.
2. Wife denies the following allegations contained in Husband's original Petition: 7, 9, 10, 12, 13, 16, 17.
3. In addition, as to paragraph 3 it is admitted the parties were married on April 28, 2007, but the remainder of the paragraph is denied.

4. Any allegations not specifically addressed herein are denied.

**COUNTERPETITION FOR
DISSOLUTION OF MARRIAGE AND OTHER RELIEF**

Wife, JULIE M. GONZALEZ, by and through the undersigned attorney, files this Counterpetition for Dissolution of Marriage and Other Relief, and states as follows:

1. **Action for Dissolution of Marriage.**

This is an action for dissolution of the bonds of marriage between the parties in the above-styled cause, specifically Respondent and Counterpetitioner, Julie M. Gonzalez, hereinafter called "Wife", age 57 years, and Petitioner and Counterrespondent, Lloyd G. Wickboldt, hereinafter called "Husband", age 58 years.

2. **Jurisdiction and Venue.**

The parties have been residents of Florida for more than six (6) months prior to the filing of this Counterpetition. Venue is proper in this circuit because PALM BEACH County is where the intact marriage of these parties was last evidenced by a continuing union and the intent to remain there and married to each other.

3. **Marriage Statistic.**

The parties were duly married to each other on April 28, 2007, at Boca Raton, Florida.

4. **Date of Separation.**

The parties cohabited together as husband and wife until their final separation

on or about December 12, 2009.

5. **Children.**

There are no minor or dependent children common to both parties and the wife is not pregnant.

6. **Grounds.**

The marriage of the parties is irretrievably broken.

4. **Rehabilitative Alimony.**

Wife is in need of rehabilitative alimony to assist her financially while acquiring sufficient education, retraining, developing skill and/or improving her employment and income situation, so as to acquire a higher income potential more like that enjoyed by Husband, as a result of Wife's past contribution to Husband's career and education. Wife is without funds with which to fully support herself without this assistance, considering the standard of living established during the marriage as well as other factors set forth in applicable Florida Statutes, including the time necessary to acquire sufficient education or training to find appropriate employment.

5. **"Bridge-the-Gap" Alimony.**

In the alternative and/or in addition to any other alimony requested herein, Wife is in need of alimony to "bridge the gap" between married and single life. Wife is without funds with which to fully support herself without this assistance, and hereby requests such transitional alimony.

6. **Durational Alimony.**

In the alternative and/or in addition to any other alimony requested herein, Wife is in need of economic assistance and hereby requests an award of durational alimony that will terminate upon the death of either Wife or Husband, or the remarriage of Wife, and will not exceed the length of the marriage, as set forth in the Florida Statutes. Wife is without funds with which to fully support herself without this assistance, considering the standard of living established during the marriage as well as other factors set forth in applicable Florida Statutes.

7. **Temporary Alimony.**

In the alternative and/or in addition to any other alimony requested herein, Wife is in need of alimony during the pendency of this action. Wife is without funds with which to fully support herself without this assistance, and hereby requests temporary alimony or spousal support until judgment for dissolution is granted herein.

8. **Lump Sum Alimony.**

In the alternative and/or in addition to any other alimony requested herein, Wife requests the award of lump sum alimony.

7. **Equitable Distribution.**

The parties have accumulated certain property and liabilities during the course of their marriage. There is justification for the court to equitably divide these assets and liabilities between the parties so as to achieve an equitable distribution of the assets and liabilities and to ensure that the support needs of the parties are furthered. The court should use lump sum alimony, permanent periodic alimony, rehabilitative

alimony, exclusive use and possession of property and any other tools available to the court so as to achieve an equitable distribution.

8. **Motor Vehicle.**

The 2006 Lexus IS350 Sedan is jointly owned or leased by the parties, and Wife needs the use of the 2006 Lexus IS350 Sedan now and in the future. Husband has other means of transportation.

9. **Personal Property.**

The parties possess jointly owned personal property in regard to which the rights of the parties should be adjudicated by this court.

10. **Debts.**

The parties have incurred certain debts during the marriage in regard to which the individual and specific obligations of the parties should be adjudicated by the court.

11. **Health and Other Insurance.**

Husband has available a health, hospitalization, major medical, dental insurance policy and/or medical reimbursement plan that covers Wife, and has the ability to pay for said policy during and after these proceedings, and has the right to convert the policy after a dissolution of marriage to provide equivalent coverage for Wife under COBRA Federal Statutes.

12. **Injunction Against Disposal of Assets.**

Wife believes and therefore alleges that Husband might hide, remove or dispose of part or all of his assets and funds to the detriment of Wife if he is not

restrained by an Order of this Court. Husband will sustain no damage from entry of an order enjoining disposal or transfer of any assets without consent of Wife or order of court. The great majority of Husband's assets can be easily encumbered, sold, transferred or disposed of. Wife would be irrevocably injured by these acts of Husband and believes the injury will occur if Husband is not restrained and enjoined without notice from disposing, encumbering, withdrawing, selling, transferring or permitting the disposal, encumbrance, withdrawal, sale or transfer of his assets, or transfer of any assets, or making any changes in his life insurance policies, health and other insurance policies, or employment benefits from that which existed at the time prior to the separation of the parties, until further order of this Court.

13. **Restraining Orders and Mutual Injunction.**

Wife and Husband are now in separate residences, but Husband continues to call and harass Wife. In addition, Husband has made numerous calls to the friends, acquaintances and family of Wife, slandering her and greatly damaging her relationships with these individuals. Husband has been harassing and/or abusing Wife and her family, friends and acquaintances and Wife fears that Husband will irreparably harm Wife unless restrained by this court. Wife also desires and should be granted a mutual injunction enjoining and restraining both parties from bothering, molesting, harassing or interfering with each other, either directly or indirectly or through third parties, at the places where they reside, at their places of business or wherever they might be located, until further order of this Court. Wife is without sufficient funds to post the bond required by the applicable section of the Florida

Rules of Civil Procedure.

14. **Restoration of Prior Name.**

Wife requests restoration of her prior name. Wife's name prior to this marriage was JULIE MARIA GONZALEZ. Wife has never been adjudicated bankrupt, either individually or jointly with Husband or any other person. A name change is not requested for any ulterior or illegal purpose and will not adversely affect any creditors or other persons.

15. **Military Status.**

Both parties are over the age of eighteen (18) years and neither is, nor within a period of thirty (30) days immediately prior to this date has been, enlisted in the military service of the United States as defined by the Servicemembers Civil Relief Act of 2003.

16. **Attorney's Fees and Costs.**

Wife has employed Craig A. Boudreau to represent her in this action and has agreed to pay a reasonable attorney's fee, cost and suit money for this representation. Wife is financially unable to pay said attorney or the costs of this action, but Husband is well able to do so. To the extent that Husband may engage in vexatious or overly litigious conduct, the Wife is entitled to an award of attorney's fees and costs pursuant to the case law of Rosen v. Rosen, 696 So. 2d 697 (Fla. 1997); Mettler v. Mettler, 569 So. 2d 496 (Fla 4th DCA 1990); Diaz v. Diaz, 727 So. 2d 954 (Fla. 3d DCA 1999).

WHEREFORE, Wife, JULIE M. GONZALEZ, respectfully requests that this

Honorable Court:

A. Award Wife the relief sought herein, and dissolve the marriage of the parties.

B. Award Wife temporary, rehabilitative, "bridge-the-gap", durational and lump sum alimony.

C. Grant an equitable distribution of the assets and liabilities that each of the parties acquired during or as a result of this marriage, making use of all appropriate remedies, including but not limited to alimony, giving due regard to the applicable factors set forth in Florida Statutes.

D. Adjudicate the rights of the parties in regard to their jointly owned real and/or personal property and debts, including such marital and non-marital rights and obligations as may exist. And, pending such adjudication, restrain Husband from transferring, concealing, removing, dissipating, encumbering, destroying, selling, or in any other way disposing of such assets without written agreement of Wife or order of court.

E. Award Wife the temporary exclusive use and permanent ownership of the 2006 Lexus IS350 Sedan.

F. Require Husband to pay all debts incurred by the parties prior to the dissolution of marriage.

G. Require Husband to acquire and/or maintain for the benefit of Wife at all times, a health, hospitalization, major medical, dental insurance policy and/or medical reimbursement plan and to cooperate and convert for Wife all rights under

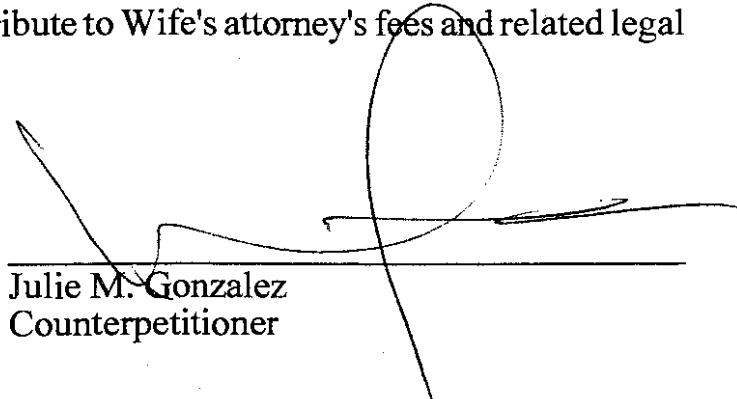
COBRA or other appropriate statutes, laws, rules, regulation, terms and conditions, regarding such policies and/or plans.

H. Enter appropriate temporary restraining orders without notice to Husband granting Wife the relief requested herein, pending further hearing, restraining Husband from any violence or threats of violence, and from calling Wife, her family, friends and acquaintances, and from going to the home of Wife or any place at which she may be working.

I. Waive posting of any bond as per Florida Rules of Civil Procedure.

J. Restore Wife's prior name, JULIE MARIA GONZALEZ.

K. Require Husband to contribute to Wife's attorney's fees and related legal expenses and costs.

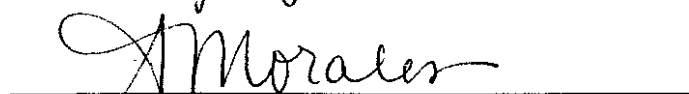


Julie M. Gonzalez
Counterpetitioner

STATE OF FLORIDA
COUNTY OF PALM BEACH

Sworn to or affirmed and signed before me on July 16, 2010 by Julie M. Gonzalez.





NOTARY PUBLIC or DEPUTY CLERK
Audrey S. Morales

[Print, type or stamp commissioned name of notary or deputy clerk.]

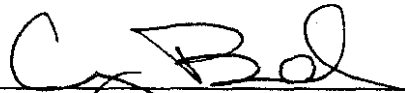
Personally known
 Produced identification
Type of identification produced Florida D.C.

CERTIFICATE OF SERVICE

I certify that a copy of this document was delivered by U.S. Mail to the person listed below on July 19, 2010.

Andrew Michael Chansen, Esq.
Petitioner/Counterrespondent
125 Crawford Boulevard
Boca Raton, Florida 33432-3728

Respectfully submitted,

By: 

Craig A. Boudreau
Florida Bar No. 471437
420 South State Road 7
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Wellington, Florida 33414
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Attorney for
Respondent/Counterpetitioner

IN THE CIRCUIT COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT IN AND FOR PALM BEACH
COUNTY, FLORIDA

CASE NO. 502010DR003810XXXXSB/ Div. FY

Florida Bar No. 246271

IN RE: The Marriage of
LLOYD G. WICKBOLDT,

Petitioner,

and

JULIE M. GONZALEZ,

Respondent.

◇

SECOND AMENDED PETITION

COMES NOW the Plaintiff, LLOYD G. WICKBOLDT, by and through the undersigned attorney, and files this Second Amended Petition for an annulment, dissolution of marriage and other relief, a claim for Conversion, and a violation of F.S. 772.108, the Florida "Rico" Statute, and in support thereof would state as follows:

COUNT I
Annulment

1. This Count seeks a final judgment declaring the purported marriage of Plaintiff LLOYD G. WICKBOLDT to "JULIE M. GONZALEZ" to be null and void.

2. The Petitioner is LLOYD WICKBOLDT (hereinafter referred to as "Petitioner"). The Respondent is "JULIE M. GONZALEZ" (hereinafter referred to as "Respondent").

3. The Respondent's true name and identity is presently unknown, as during her life the Respondent has used the following names and aliases:

Maria Julia Serret (which is believed to be her birth name)

Julie Maria Gonzalez

Julia M. Gonzalez

Julie M. Gonzalez

Julie Gonzalez

Julia Maria Gonzalez

Maria Julie Gonzalez

Juliem Gonzalez

Julie Bay Serretti

4. In 2005, the Petitioner was employed as a medical doctor at a dermatology group known as "Advanced Dermatology". The Petitioner is Board Certified in Internal Medicine and Dermatology, having graduated Louisiana State University School of Medicine in 1978..

5. Beginning in 2004, the Petitioner encountered several financial and emotional setbacks. He went through a divorce involving a minor child, had to file a bankruptcy and, at the same time, his health began to deteriorate. In 1994 the Petitioner experienced severe bouts of pain in his legs and feet due to chronic Achilles tendonitis, and began to use prescription pain medication. In 1994 the Petitioner voluntarily entered into and remains to this day in a self-help drug program run by and for physicians, known as "Physicians' Research Network" (PRN). The Petitioner has been clean (of narcotics) since 1998 and sober since 2007.

6. In 2005 the Petitioner and the Respondent met at work. The Respondent was also employed by the Advanced Dermatology Group as a medical assistant. The Petitioner and Respondent worked together and became friends over a 7-month period. The Petitioner, having been emotionally, financially and physically wounded, was starving for affection. Slowly, the Petitioner confided his personal history to the Respondent. Significantly, he related that he was unable to continue to practice medicine as he could not stand for long periods of time on his feet, and was receiving disability benefits from several insurance companies. The Petitioner confided in the Respondent that he would be receiving about \$20,000.00 per month in disability payments, or \$240,000.00 annually. The Respondent became very interested in these policies, and in the Petitioner. In fact, the Respondent became involved in communications with the Petitioner's disability companies prior to the alleged marriage in April 2007.

7. The Respondent related her personal story to the Petitioner -- that she was 40 years old, being born October 1, 1965, was raised the first four years of her life in Guadalajara,

Mexico. She stated that her father was a native of Mexico, and her mother, born in 1944, was a native of Cuba. She gave the Petitioner a tragic story, that while living with her father and mother in his native Mexico, in 1969 her father sojourned to Cuba on a business trip, was arrested as a spy and executed one week after his arrest. Efforts by her mother in Mexico to gain church intervention to prevent his execution had failed. Shortly after her father's death the Petitioner, then four (4) years old (in 1969), immigrated with her mother to Miami from Mexico. She further stated that she had been married once before. None of the above was true.

8. The Respondent then went on to seduce the Petitioner to the point that, beginning on January 1, 2007, she moved in with the Petitioner in contemplation of marriage. A formal wedding and reception was planned for April 28, 2007. During this engagement period the Respondent became familiar with the receipt of the disability payments from the various insurance companies, and began to control the receipt of those checks. At the Respondent's insistence, the parties opened a joint checking account at Wachovia Bank under account no. xxxx5128. Although the Respondent attempted to get the checks payable to her, she managed to control the funds nonetheless.

9. Unbeknownst to the Petitioner, the Respondent opened several banking and checking accounts in her own name, which she used as a vehicle to embezzle the disability money to herself. The Respondent concocted a ruse whereby she was going to save the disability money so she and the Respondent could buy a home together. This was despite the fact that the Respondent owned her own single-family home at 17103 Southwest 39th Court, Miramar, Florida 33027. When the Petitioner questioned the Respondent as to why they needed to buy a house since she already had one, she retorted that her house had "bad memories", as she lived there with her former boyfriend, one JOSEF WILBINGER. (During their courtship, the Petitioner never went to the Respondent's home in Miramar, as JOSEF WILBINGER lived there until he was evicted by court order.

10. Prior to their wedding the Petitioner and Respondent attended a lengthy doctrine course at St. Paul's Lutheran Church, and joined the church prior to their marriage. The couple attended St. Paul's throughout their "marriage" to as late as December 6, 2009. The wedding and reception did take place on April 28, 2007, but the parties were not married on that day as the Respondent did not have the marriage license. The Respondent made several excuses that either she

lost it, or the Reverend marrying them lost it, or that she forgot it. The wedding went forward, with the parties pretending to be married. The Petitioner was to learn later that, in fact, the Respondent did not want the Petitioner to see the marriage license, as it contained her true date of birth. The Respondent was not 42 years old as she represented to the Petitioner, she was 55 years old.

11. The parties then went on a honeymoon to Europe. Upon their return in June 2007, the Respondent hurriedly suggested that they obtain a duplicate marriage license. When signing, the Respondent covered up that portion of the license revealing her true age.

12. Prior to and during the marriage, the Respondent systematically stole for her own benefit approximately \$400,000.00 from the Petitioner. Her method of stealing took several forms: (a) the Respondent withdrew approximately \$130,000.00 from the Wachovia joint checking account in cash withdrawals; (b) the Respondent intercepted the Petitioner's monthly disability check from the Massachusetts Mutual Financial Group in the approximate sum of between \$7,750.00 - \$10,252.00 per month for a 32-month period, forged the Petitioner's name on the checks and deposited the checks in her secret bank accounts. (This embezzling totaled approximately \$241,000.00); (c) paid all of her expenses for the rental of her separately-owned house (taxes, mortgage, insurance, service contracts on appliances, and repairs) with the Petitioner's money, and secreted the rent money into a separate bank account, associated with a PO Box address in Pembroke Pines; and (d) used the Petitioner's credit cards and paying for the charges with the Petitioner's money; (e) made annual deposits into her individual IRA; and (f) funneled cash and support to her boyfriend, JOSEF WILBINGER.

13. In or about December 2009, the Petitioner learned for the first time that the Respondent had (a) lied about her true age; that she was 13 years older than she presented; (b) lied about her national origin; that she was born in Cuba, not Mexico; (c) lied about her previous marriages; that she was married twice previously, not once; (d) committed adultery throughout the marriage with her boyfriend, JOSEF WILBINGER (with whom she supposedly broke up), and was supporting him with the Petitioner's money, laundering money through the "purchase" of art; (e) embezzled and stole over \$400,000.00 under the pretense of saving for a new home, and that the marriage was a sham and designed by the Respondent so that she could steal and embezzle from the Petitioner.

14. The marriage of the parties was a sham. The Petitioner was deceived and lied to as to the material facts of the Respondent's life – her true age, national origin, life story, previous marriages, and that the sole and exclusive reasons for her marriage to the Petitioner was to embezzle and steal for her own benefit his disability checks. Had the Petitioner known the truth, he would not have married the Petitioner. The Respondent relied on the representations made to the Petitioner to his detriment and, upon learning the truth, he cut off all relationship with the Respondent.

15. The marriage of the parties is voidable, and the Petitioner is entitled to the entry of an Order declaring the marriage null and void. No children were born of this purported union and none are contemplated.

WHEREFORE, Petitioner LLOYD G. WICKBOLDT seeks, under Count I, a decree of this Court declaring the purported marriage of the parties annulled, and he prays for such other and further relief as may be considered just, proper and equitable, including an award of attorney fees.

COUNT II
Dissolution

16. This Count seeks the dissolution of the marriage of the parties and other ancillary relief arising out of the marital relationship. This Count is an alternative Count if this Court does not grant the relief requested in Count I.

17. The Petitioner and the Respondent were purportedly married in 2007. The precise date is unknown but, for the purposes of this Count, will allege July 7, 2007 as the date of the parties' marriage.

18. There were no children born of the marriage and none are anticipated.

19. The Petitioner has been a *bona fide* permanent resident of the State of Florida for more than six months immediately prior to the filing of this action.

20. The marriage of the parties is irretrievably broken.

21. During the course of the marriage the Respondent, by various nefarious means, embezzled, stole, purloined, misappropriated, converted, and obtained by false pretenses and deception approximately \$400,000.00 of the Petitioner's disability payments. The Respondent should be ordered to return and/or reimburse the Petitioner for the \$400,000.00.

22. During the marriage the Respondent received rent from a non-marital home located at 17103 Southwest 39th Court, Miramar, Florida 33027, which was owned by the Respondent prior to the marriage. However, during the marriage the Respondent paid all of the expenses on that house from the Petitioner's funds and, at the same time, pocketed the rent money and squirreled the rent money in her secret bank account. The Petitioner is entitled to an equitable lien on the property to be reimbursed for all expenses paid on the property.

23. During the marriage the Respondent, without the Petitioner's knowledge or consent, activated a credit card account with Capital One Bank and used the credit card during the marriage, leaving the Petitioner with a claim against him. The Respondent should be ordered to reimburse the Petitioner for her use of the credit card, and pay off the remaining balance. (The Petitioner never used or even saw such a Capital One credit card.

24. In January 2010, the Respondent/Wife disappeared and, without permission or consent, took a 2006 Lexus IS 350 automobile, has hidden the automobile, and drives it without insurance. The automobile is needed by the Petitioner. The Respondent should be ordered to return the automobile and to reimburse the Petitioner for the use and depreciation of the automobile and consequential damages.

25. During the marriage the Petitioner/Husband acquired funds from his disability insurance policies, and the Respondent took full control of those funds for her own benefit. The Respondent should be ordered to account for those funds and return to the Petitioner any funds still within the Respondent's possession and control. As to the funds improperly spent, a money judgment should be entered against the Respondent.

26. During the marriage the parties accumulated certain debts, for which the Respondent should be ordered to pay her fair share.

WHEREFORE, under Count II, Petitioner LLOYD G. WICKBOLDT seeks the entry of a final judgment dissolving the parties' marriage and granting such ancillary relief arising out of the marital relationship, and prays for the award of attorney fees and costs.

COUNT III
Money Damages (Florida Civil RICO)

27. This is an action pursuant to F.S. 772.108, for money damages in excess of \$15,000.00 and treble actual damages.

28. At all times relevant hereto, the Petitioner (WICKBOLDT) has been a resident of the State of Florida.

29. At all times relevant hereto, the Respondent (GONZALEZ) has been a resident of the State of Florida.

30. The acts complained of occurred in Palm Beach County, Florida, and elsewhere. Venue is proper, as the cause of action arises out of Palm Beach County, Florida.

31. The Petitioner and the Respondent are putatively husband and wife, having been married sometime in June/July 2007. The precise date is uncertain.

32. The enterprise in which the Respondent was associated with is the putative marital relationship between the Petitioner and the Respondent.

33. The criminal activity complained about were all felonies and consisted of forgery (checks), mail theft, identity theft, insurance fraud, embezzlement, and grand theft all in violation of Chapter 812 of the Florida Statutes.

34. A pattern of criminal activity started in or about November 2006 and terminated in or about December 2009. It consisted of multiple incidents having the same or similar intents and results, and were committed in the same or similar manner, were interrelated by distinguishing characteristics and were not isolated incidents. The criminal activity occurred within five (5) years after a prior incident of criminal activity.

35. Beginning in or about November 2006, the Respondent, being associated with a criminal enterprise, conducted or participated in such enterprise through a pattern of criminal activity.

36. As a direct and proximate result, the Petitioner was injured by the Respondent's violation of F.S. 772.103, and is thus entitled to actual and threefold damages and an award of attorney fees and court costs.

OPERATIVE FACTS

37. The Petitioner, LLOYD G., WICKBOLDT, is a medical doctor. In 2006 he was working under contract at a dermatology group called "Advanced Dermatology". The Petitioner is Board Certified in Internal Medicine and Dermatology. Although presently disabled, his medical license is still extant. In or about August 2005 he had filed personal bankruptcy, had been divorced, and was having health issues. Working at the dermatology office was a medical assistant who went by the name of JULIA GONZALEZ. These factors made the Petitioner ripe for exploration. Chronic pain in his legs and feet led to a dependence on prescription medicine. The Petitioner voluntarily entered into and was a participant since 1994 in the Physicians' Professional Resource Network ("PRN"), a self-help group run and organized by and for physicians. The Petitioner is periodically tested for drug use and is under the care of a highly respected physician, Dr. Richard Seely. In 2006, the Petitioner was making tremendous progress with his drug dependency, had been compliant, has always retained a DEA narcotics license, and maintains to this day an unblemished record with the Florida Medical Board under license no. ME 35683.

38. The Petitioner and the Respondent began dating in 2006. The Respondent told the Petitioner that she was born on October 1, 1965 and was then 40 years old (when, in fact, she was born on October 1, 1952 and was then 53 years old). The Respondent related to the Petitioner that she was raised in Mexico when, in truth, she was born in Cuba; she said that she had been married once before when, in truth, she was married twice before. Unbeknownst to the Petitioner, the Respondent had used several aliases and has been known by several different names:

Maria Julia Serret (which is believed to be her birth name)

Julie Maria Gonzalez

Julia M. Gonzalez

Julie M. Gonzalez

Julie Gonzalez

Julia Maria Gonzalez

Maria Julie Gonzalez

Juliem Gonzalez

Julie Bay Serretti

39. In January 2007, the parties moved in together, contemplating an April 28, 2007 wedding. By this time the Petitioner's physical condition became critical and he could no longer work. Years prior the Petitioner had purchased several long-term disability insurance policies to which he applied and became eligible. Thus, prior to the marriage, LLOYD began to receive three (3) separate disability payments:

- a. Massachusetts Mutual;
- b. Lincoln Financial;
- c. Unum Insurance,

netting the Petitioner approximately \$20,000.00 per month. Prior to the marriage the Respondent became aware of the Petitioner's disability payments, and took great pains prior to the marriage and during their marriage to steal, by various means, the Petitioner's monthly disability checks or proceeds of these checks.

40. The Respondent married the Petitioner to exploit and steal from him. Prior to the marriage the Respondent learned as much about the Petitioner's receipt of his disability payments. Slowly at first, the Respondent began to handle Petitioner's financial affairs. After the marriage the Respondent's control became complete. Beginning in or about February 2007 and ending in December 2009, through a pattern of criminal activity the Respondent systematically stole in excess of \$400,000.00 from the Petitioner. The Respondent devised several methods to steal money from the Petitioner. The most lucrative was her taking Petitioner's disability check, either directly or from a joint bank account, and depositing the checks into her own secret bank account. The scheme took on many forms and facets.

41. CASH WITHDRAWAL METHOD: The Petitioner and Respondent maintained a joint bank account at the then Wachovia Bank under account no. xxxx5428. Into that account went the disability payment check from Lincoln National Life Insurance, which was approximately \$2,528.00 per month; the disability payment check from Provident Life Insurance Co.

in the sum of \$1,360.00 per month; the disability payment check in the sum of \$5,440.00 per month, for a total of approximately \$9,328.00 per month. Beginning in or about January 2007 and ending in or about December 2009 the Respondent took, without Petitioner's knowledge, consent or permission, by way of cash withdrawals or checks written to "cash", the approximate sum of \$135,000.00. The Respondent went to great lengths to conceal these cash withdrawals from the Petitioner as the Respondent took complete control of the joint checking account. The Respondent has yet to account for the \$135,000.00 cash withdrawals.

42. FORGERY. From the very inception of the parties' relationship, the Petitioner was receiving from Massachusetts Mutual Financial Group sums varying between \$7,750.00 to \$10,252.00 on a monthly basis. These checks were routinely and regularly intercepted by the Respondent, who would then forge the Petitioner's signature on the back of the check and deposit the check in her own secret banking account, located at AmTrust Bank under account no. xxxx7132. These forged checks totaled approximately \$241,145.00. True copies of these checks are annexed hereto. These monies were systematically withdrawn by the Respondent and, in December 2009, withdrawals of over \$100,000.00 were made by the Respondent.

43. OTHER METHODS OF STEALING: In addition to the unauthorized cash withdrawals and forging of the disability checks, the Respondent engaged in other methods of stealing. One such method was as follows: Prior to the marriage the Respondent owned a home located at 17103 S.W. 39th Court, Miramar, Florida. During the marriage the Respondent rented that house to third party for \$1,800.00 per month. The Respondent took the \$1,800.00 monthly rent money and placed the funds in a secret bank account at Bank United for over a year. The Respondent deceived the Petitioner into believing that the rent money was being used to pay a monthly mortgage payment, taxes and insurance, which was approximately \$1,600.00 per month. Instead, the Respondent paid all of those expenses with the Petitioner's funds, and thereby "pocketed" the entire rent money for an 18-month period – in excess of \$30,000.00.

44. Another method of stealing concerned the unauthorized use of a credit card issued in the Petitioner's name. In particular, early in their relationship the Petitioner was issued a line of credit from Capital One Bank. The Plaintiff never saw the credit card and believed that he had canceled the account. When a bill appeared on the card the Petitioner contacted the fraud

department of the Bank to tell them there was a case of credit card fraud. Unbeknownst to the Petitioner, the Respondent intercepted the correspondence, fraudulently reactivated the card, and used it to make purchases. The exact amount of the unauthorized use of this credit card has not been ascertained as of this date, but is estimated to be approximately \$10,000.00.

45. The Respondent made up elaborate lies and subterfuges to keep her embezzlement secret, including a persistent lie that the money had been put away in order for the parties to buy a home. The Respondent had no intention of doing any such thing, as she systematically withdrew funds from that AmTrust account, making deposits to other secret bank accounts – including accounts at the same Amtrust Bank under account nos. xxxx9938, xxxx7132, xxxx6648, xxxx2782, xxxx2253 and xxxx1942; Bank United xxxx3520, xxxx8244, xxxx7627, and xxxx9686; Bank of America xxxx4973. The total loss to the Petitioner was approximately \$400,000.00.

46. The Petitioner was damaged in the approximate sum of \$400,000.00 as a direct result of the Respondent being associated with a criminal enterprise, and conducting and participating in the criminal enterprise through a pattern of criminal activity. The Petitioner is entitled to damages of \$400,000.00 and threefold damages totaling \$1,200,000, plus costs and attorney fees.

WHEREFORE, Petitioner LLOYD G. WICKBOLDT prays, under Count III, for the entry of money damages in the sum of \$400,000.00, threefold damages of \$1,200,000.00, an award of attorney fees and costs, and prays for a **TRIAL BY JURY** under Count III.

COUNT IV
Conversion

45. This Count is an action for conversion in excess of \$15,000.00.

46. The Petitioner is LLOYD G. WICKBOLDT. The Respondent is “JULIE M GONZALEZ”, also known by several other names, but in this Count will simply be referred to as the “Respondent”.


47. On or about December 12, 2007 through December 2009, the Respondent intentionally converted to her own use by negotiating the disability checks payable to the Plaintiff or signed by the Plaintiff and given to the Respondent to be placed in the parties' joint checking account.

48. As a result of the Respondent's conversion of the Plaintiff's disability checks, the Petitioner has suffered damages of \$21-00.00, plus legal interest.

WHEREFORE, the Petitioner, LLOYD G. WIKBOLDT, demands judgment for damages against the Respondent, JULIE M. GONZALEZ, and any other relief this Court deems just, proper and equitable, and prays for **TRIAL BY JURY**.

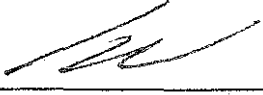
Respectfully submitted,

CHARLES WENDER
Attorney-at-Law, Chartered
190 West Palmetto Park Road
Boca Raton, Florida 33432
(561) 368-7004
(561) 368-5798 facsimile

By: 
Charles Wender, Esquire

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been sent via facsimile and/or U.S. Mail to Laura Schantz, Esquire, SCHANTZ & SCHANTZ, P.A., 1555 North Park Drive, Suite 103, Weston, FL 33326, on this 4th day of May 2012.

By: 
Charles Wender, Esquire

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE MARRIAGE OF: CASE NO: 502010dr003810XXXXSB/Div.FY

LLOYD G. WICKBOLDT,

Petitioner/Husband,

and

JULIE M. GONZALEZ,

Respondent/Wife.

COPY
SOUTH COUNTY BRANCH OFFICE
ORIGINAL RECEIVED

JUL - 3 2012

SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

**ANSWER TO SECOND AMENDED PETITION FOR DISSOLUTION OF
MARRIAGE**

COMES NOW the Respondent/Wife, JULIE M. GONZALEZ, through her undersigned attorney, and files her Answer to the Second Amended Petition for Dissolution of Marriage and further states as follows:

AS TO COUNT I

1. That the Respondent/Wife admits the allegations as contained in paragraph 2, of the Petitioner/Husband's Second Amended Petition for Dissolution of Marriage.
2. That the Respondent/Wife denies the allegations as contained in paragraphs 1, 3, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 of the Petitioner/Husband's Second Amended Petition for Dissolution of Marriage.
3. That the Respondent/Wife is without knowledge regarding the allegation contained in paragraphs 4 and 5 of the Petitioner/Husband's Second Amended Petition for Dissolution of Marriage and therefore same is denied.
4. Any allegation contained in Count I not specifically admitted is deemed denied.

AS TO COUNT II

1. That the Respondent/Wife admits the allegations as contained in paragraphs 18, 19, 20 of the Petitioner/Husband's Second Amended Petition for Dissolution of Marriage.

2. That the Respondent/Wife denies the allegations as contained in paragraphs 16, 21, 22, 23, 24, 25, 26 of the Petitioner/Husband's Second Amended Petition for Dissolution of Marriage.
3. That the Respondent/Wife admits in part and denies in part. Respondent/Wife admits that they were married in 2007 however denied that the precise date is unknown.
5. Any allegation not specifically admitted is deemed denied.
6. The Respondent/Wife has retained the undersigned counsel to represent her in regards to the above styled matter. The Respondent/Wife is required to pay a reasonable fee for her attorney's services. The Respondent/Wife has the need and the Petitioner/Husband has the ability to pay the Respondent/Wife's temporary and final reasonable attorney's fees and costs. Additionally, the Petitioner/Husband has a responsibility to act in good faith during this litigation and should not unnecessarily increase the cost of litigation by his unreasonable behavior thereby minimizing the parties' assets or maximizing debt, including attorney's fees.

I HEREBY CERTIFY that a copy of the foregoing has been sent by United States mail on this 27 day of June, 2012 to Charles Wender, Esq. 190 West Palmetto Park Road, Boca Raton, Florida 33432.

SCHANTZ & SCHANTZ, P.A.
1555 North Park Drive, Suite 103
Weston, Florida 33326
(954) 385-1536 Telephone
(954) 358-1780 Facsimile

BY:

Laura Schantz for # 95705
LAURA SCHANTZ, ESQ.
Florida Bar No.: 351032

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY FLORIDA

**IN RE: THE MARRIAGE OF
LLOYD G. WICKBOLDT,**

Case No.: 2010DR003810FY

Petitioner/Husband,

And

JULIE M. GONZALEZ,

Respondent/Wife,

**ORDER DENYING RESPONDENT'S AMENDED MOTION
FOR REHEARING OR NEW TRIAL**

THIS CAUSE submitted to the Court Respondent's Amended Motion for Rehearing or New Trial, e-filed August 15, 2013, and the Court having fully reviewed said Motion, and the Court file, it is hereby,

ORDERED AND ADJUDGED that said Motion is DENIED.

DONE AND ORDERED in West Palm Beach, Palm Beach County, Florida this
R3 day of September, 2013.

IS/ Howard Harrison
HONORABLE HOWARD HARRISON,
SENIOR JUDGE

Copies Furnished to:

WENDY S. ROUNDS, ESQUIRE
DEARR PERDIGON
One Datran Center, Suite 1701
9100 South Dadeland Boulevard
Miami, Florida 33156-7817
Telephone: (305) 670-1237
Facsimile: (305) 670-1238

ANTHONY J. ARAGONA III, P.A.
5097 Sancerre Circle
Lake Worth, Florida 33463
Telephone: (561) 649-1790
Facsimile: (561) 649-6767



**IN THE DISTRICT COURT OF APPEAL OF FLORIDA
FOURTH DISTRICT**

JULIE M. GONZALEZ,

Appellant,

vs.

LLOYD G. WICKBOLDT,

Appellee.

CASE NUMBER: 4DCA#: 13-4051

Lower Court Case No.: 2010DR003810XXXX

SB/Div.FY

INITIAL BRIEF OF APPELLANT

CRAIG R. DEARR, ESQ.

Florida Bar Number: 328170

WENDY S. ROUNDS, ESQ.

Florida Bar Number: 746835

DEARR PERDIGON, Attorneys at Law

One Datran Center ~ Suite 1701

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Attorneys for Appellant,

Julie M. Gonzalez

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B. WHETHER GONZALEZ WAS DENIED DUE PROCESS BY THE LOWER COURT NOT PERMITTING GONZALEZ TO PUT ON HER CASE IN DEFENSE OF APPELLEE’S CLAIMS AND BY NOT PERMITTING GONZALEZ TO PRESENT HER CASE IN CHIEF BY PRESENTING TESTIMONY AND EVIDENCE IN SUPPORT OF THE CLAIMS RAISED IN HER COUNTERPETITION.	
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INTRODUCTION

In this Brief of APPELLANT, JULIE M. GONZALEZ, will be referred to by name and alternatively by title (i.e. GONZALEZ, APPELLANT). APPELLEE, LLOYD G. WICKBOLDT will be referred by name and alternatively by title (i.e. WICKBOLDT, APPELLEE). The symbol “T” will refer to the portions of the transcript of the trial testimony on June 28, 2013, a copy of the trial transcript being attached hereto as Appendix 1. Trial exhibits and some of the other documents referred to in this brief are attached in Appendix 2 which will be referred to as “A2”. The Record on Appeal shall be referred to as “R”. All emphasis has been supplied by counsel unless indicated to the contrary.

STATEMENT OF THE CASE AND FACTS

GONZALEZ and APPELLEE were married on April 28, 2007. On March 24, 2010 APPELLEE filed his Petition for Dissolution and Other Relief. (R. 0001). On July 21, 2010, GONZALEZ filed her Answer and Counterpetition. (R. 0022/A. 4). Almost a year after filing the initial petition, on March 2, 2011, APPELLEE filed an Amended Annulment, Amended Petition for Dissolution and Claim for Conversion. (R. 0081). On March 21, 2011, GONZALEZ filed her Answer to APPELLEE’S Amended Annulment, Amended Petition for Dissolution and Claim for Conversion. (R. 0155). On April 18, 2011, the parties were ordered to mediation. (R. 0163). On April 28, 2011, APPELLEE filed a Motion to

Continue Mediation. (R. 0171). The parties attended mediation and an impasse was reached. (R. 0181). After more than two years of litigation, APPELLEE filed a Second Amended Petition and on June 11, 2012 the trial court entered an agreed order allowing the amendment. (R. 0229/ A. 5). On July 3, 2012 GONZALEZ filed her answer to the Second Amended Petition for Dissolution of Marriage. (R. 0237/A. 6). During the time this case was pending, the parties engaged in a substantial amount of litigation, including extensive discovery, various motions filed, hearings held and pleadings amended several times. On April 11, 2013, Schantz and Schantz, then counsel for GONZALEZ, filed a Motion to Withdraw (R. 0267), and an Amended Motion to Withdraw was filed on April 29, 2013 (R. 0268), which motion was apparently granted on May 14, 2013. (R. 0270/ A. 2). GONZALEZ, having not had notice of the motion or hearing, was not present at the hearing. The order titled "Order Granting Motion to Withdraw" which was entered on May 14, 2013, states that the motion came before the court on "the counsel for the Petitioner's Motion to Withdraw." The order further states that the court "...heard arguments of counsel and being otherwise fully advised in the premises..." but does not make any reference to proper notice being given to GONZALEZ that her counsel had moved to withdraw or notice that the matter was set for hearing. Nowhere does the order put GONZALEZ on notice that the court was permitting her attorney to withdraw. The order states that the motion was

granted and that "...all further pleadings shall be sent to the Respondent, Julie M. Gonzalez."¹ The order shows copies of the order furnished to Laura Schantz, Esq. and Arnthony J. Aragona, III, Esq. but does not show a copy of the order being sent to GONZALEZ. The order did not state a time within which GONZALEZ was permitted to procure a new attorney. Seven days after the order was entered permitting counsel for GONZALEZ to withdraw, knowing she was no longer represented by counsel, on May 21, 2013, APPELLEE filed a Motion to Set Expedited Pre-Trial Conference. (R. 0271). On June 4, 2013, an order was entered specially setting a pre-trial conference for June 17, 2013² (R. 0276) and on June 18, 2013 an order was entered setting a trial date of June 28, 2013. (R. 0277). On June 20, 2013, GONZALEZ filed a Motion for a Continuance of the trial. (R. 0281/A. 3). In her motion, GONZALEZ stated that she had never received notification of her attorney's motion to withdraw nor did she receive the order granting the withdrawal. GONZALEZ, in her motion, asked that the trial court grant her enough time to obtain a new attorney to represent her at trial. Despite

¹ The order provided the address of property owned by GONZALEZ where she had resided by did not provide an email address for her. GONZALEZ stated in her motion for continuance that she did not receive notice of the hearing or order on the motion to withdraw.

² Although not included in the record, GONZALEZ did attend the Monday, June 17, 2013 pre-trial conference, which she discovered during a conversation with the clerk's office on Friday, June 14, 2013. Having not been able to reach her attorney, Gonzalez contacted the clerk's office to find out the status of the case and was told that there was a pre-trial hearing set for June 17th. Having attended the pre-trial conference GONZALEZ was aware that the case was set for trial for June 28, 2013 and thereafter filed her motion for continuance to seek time to retain new counsel.

GONZALEZ’S attempts to set the motion for hearing before the trial, she did not succeed in getting a hearing date and her motion for continuance was heard on the day of the trial, June 28, 2013, at which time the motion was denied. (T. 9). GONZALEZ, not an attorney, had no alternative but to represent herself. After what apparently was the close of APPELLEE’S case,³ and without providing GONZALEZ the opportunity to either defend the claims against her or to present her case in chief, the trial Court announced its ruling from the bench (T. 245) and the Final Judgment of Dissolution was entered on July 29, 2013. (R. 0285). The judge stated in the final judgment that it was ruling on “the Petition for Annulment and/or Petition for Dissolution” and did not refer to the counterpetition of GONZALEZ in the final judgment. On August 8, 2013 (having retained undersigned counsel) GONZALEZ filed her Motion for Rehearing or New Trial (R. 0290) and on August 15, 2013 GONZALEZ filed her Amended Motion for Rehearing or New Trial (R. 0293), which was denied, without hearing, by the order entered on September 23, 2013 (A. 7). On September 30, 2013, GONZALEZ filed her notice of appeal. (R. 0301)

³ Counsel for APPELLEE did not announce to the Court that he rested after questioning GONZALEZ (T. 240) or at any other time.

ISSUES PRESENTED

- B. WHETHER GONZALEZ WAS DENIED DUE PROCESS BY THE LOWER COURT'S DENIAL OF HER MOTION FOR CONTINUANCE IN ORDER TO OBTAIN REPRESENTATION BY COUNSEL.

- C. WHETHER GONZALEZ WAS DENIED DUE PROCESS BY THE LOWER COURT NOT PERMITTING GONZALEZ TO PUT ON HER CASE IN DEFENSE OF APPELLEE'S CLAIMS AND BY NOT PERMITTING GONZALEZ TO PRESENT HER CASE IN CHIEF BY PRESENTING TESTIMONY AND EVIDENCE IN SUPPORT OF THE CLAIMS RAISED IN HER COUNTERPETITION.

SUMMARY OF ARGUMENT

GONZALEZ was denied her right to procedural due process in the trial before the lower court. Procedural due process requires both reasonable notice and a meaningful opportunity to be heard. The notice must be of such nature as is reasonable to convey the required information, and it must afford a reasonable time for those interested to make their appearance. GONZALEZ did not receive the notice of the final hearing within a reasonable amount of time prior to the final hearing as she became aware at the pre-trial conference on June 17, 2013, that the final hearing was being set for June 28, 2013, only eleven (11) days later. She had also just become aware that her prior counsel had withdrawn at or just before the pre-trial conference. Therefore she filed a motion for continuance of the final hearing in which she clearly stated that her grounds for asking for the continuance was to have adequate time to retain new counsel for a case which had

been pending for more than three years before the date of the final hearing. The court denied GONZALEZ'S motion.

Fundamental to the concept of due process is the right to be heard. At the close of APPELLEE'S case, which apparently ended with the examination of GONZALEZ⁴, the trial Court asked questions of GONZALEZ which were clearly directed to the testimony she had just given on direct examination by counsel for APPELLEE. At no time did the trial Court afford GONZALEZ the opportunity to present testimony, witnesses or evidence in defense of the claims made by APPELLEE or in support of the claims raised by her in her counterpetition. The right to be heard assures a full hearing before a court having jurisdiction of the matter, the right to introduce evidence at a meaningful time and in a meaningful manner, and an opportunity to cross-examine witnesses. These due process rights were not afforded GONZALEZ at trial.

GONZALEZ was further denied due process by the court not allowing the testimony of GONZALEZ'S character witnesses who were present in the courtroom at the time of the trial and ready to testify after her character had been impugned repeatedly and disparaging remarks made by counsel for APPELLEE and by not allowing GONZALEZ to present her case in chief.

⁴ Counsel for APPELLEE did not announce to the Court that he rested after questioning GONZALEZ (T. 240) or at any other time.

ARGUMENT

A.

GONZALEZ WAS DENIED DUE PROCESS BY THE LOWER COURT'S DENIAL OF GONZALEZ'S MOTION FOR CONTINUANCE IN ORDER TO OBTAIN REPRESENTATION BY COUNSEL.

“Procedural due process requires both reasonable notice and a meaningful opportunity to be heard.” *Yan v. Byers*, 88 So.3d (Fla 4th DCA 2012). “The notice must be reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objection. The notice must be of such nature as reasonable to convey the required information, and it must afford a reasonable time for those interested to make their appearance.” *Id* at 394.

On June 20, 2013, only three days after learning of the impending trial, GONZALEZ filed a motion to continue the final hearing (R. 0281/A. 3) scheduled for June 28, 2013, in order to provide her an opportunity to obtain new counsel. The Court had permitted GONZALEZ'S attorney to withdraw in the month prior to the final hearing (R. 0270/A. 2). GONZALEZ, in her motion for continuance filed with the court on June 20, 2013, requested a continuance of three (3) months in order to allow her sufficient time to retain a new attorney and for her new attorney to be able to have adequate time to prepare for trial. (R. 0281/A. 3). Despite her efforts to have the motion set for hearing before the trial, the motion

was not heard until the day of the trial. GONZALEZ stated in support of her motion that she had never received any notification of the withdrawal of her attorney or from the court that the motion for withdrawal was granted.

Even had GONZALEZ received the Order Granting Motion to Withdraw, entered on May 14, 2013 (R.0270/A. 2), it is questionable whether the order would have put GONZALEZ on notice that her attorney had been permitted to withdraw. The order itself was deficient and in several ways failed to put GONZALEZ on notice that her attorneys had been permitted to withdraw. The title of the order simply stated “Order Granting Motion to Withdraw” with no indication who was withdrawing or whom the withdrawing counsel represented. Secondly, the body of the order contained significant errors. The first sentence of the order erroneously stated that the “...cause, having come before this Court on the counsel for the *Petitioner’s* Motion to Withdraw...” The order made no reference whatsoever as to whether, or how, GONZALEZ had been notified of the motion of her counsel (not Petitioner’s) to withdraw as her attorney. The language granting the motion simply says that “...the Motion to Withdraw is hereby granted...” without specifying that Schantz and Schantz, counsel for GONZALEZ (Respondent) is being permitted to withdraw and will have no further responsibility to GONZALEZ in this case. The order does state that “all further pleadings” shall be sent to GONZALEZ at the address listed, but only a street

address shown, with no email address shown for GONZALEZ.⁵ Finally, as if to emphasize the argument of GONZALEZ that she did not receive this order, and certainly in derogation of good practice, the order shows “Copies Furnished” only to Laura Schantz, Esq., who presumably had now withdrawn, and Anthony J. Aragona, III, Esq., counsel for APPELLEE (Petitioner), but *not* to GONZALEZ. (R.0270/A. 2). Nothing in this order clearly stated that counsel for GONZALEZ had been permitted to withdraw and that she was now representing herself. Nothing stated that she should or had the right to retain new counsel, or any time for exercising that right.

Although GONZALEZ did not raise any of the foregoing deficiencies in support of her motion for continuance, they do support her reasonable request for additional time to be granted, additional time to retain an attorney and to allow that attorney to become familiar with her case before trial to properly represent her. Before the trial, conducted on June 28, 2013, GONZALEZ argued in support of her motion for continuance as follows:

“Your Honor, I need the Court to know I had placed a motion for continuance of this trial nine days ago. Please let me assure you,

⁵ Although there may be no requirement to show the email address of a *pro se* litigant, it is suggested that good practice would have included an email as electronic service is now the norm. Furthermore, the address listed for GONZALEZ, an address at which she had not been receiving mail, was not the mailing address that her prior counsel had for her. Prior counsel had a post office box at which GONZALEZ regularly received written correspondence from her counsel. It is not known by undersigned counsel why this address was not used in this order. The purpose of providing the address of the *pro se* litigant is to insure that she receive any further notices, motions or pleadings in the case unless, or until, she retained new counsel.

let me assure this Court, that this request is not intended for delay of proceedings, but in good faith. For three years I've waited for the day I could bring to this Court, my case this time when we present it in Court. But now after three years, I find myself without an attorney. My attorney withdrew from the case, and I never received notification of such, nor did I receive notification from the Court that this motion was granted. I ask the Court to forgive me, but I do not know anything about court procedures, knowledge, et cetera. I have never been in front of a judge, or in a courtroom before this divorce. I am not prepared emotionally or mentally to represent myself in court. I know how important it is to have proper legal representation in court, especially when the opposing party is well represented.

Your Honor, I have done everything in my power to find – to find out information needed for continuance of this trial. It was not easy – it was not an easy thing to do, especially when you don't know what to look for or where to look for it, but I was finally able to file a notice of hearing for continuance. I brought it with me. I respectfully ask the Court to allow me to properly represent – to be represented in Court, in your Court. I ask the Court for a fair chance to properly have an attorney introduce my case and the evidence to this Court.” (T. 6-8)

GONZALEZ'S motion for continuance was denied. (T. 9).

The trial then proceeded with GONZALEZ proceeding *pro se*. GONZALEZ, being a lay person untrained in the law and court procedures, and having had counsel represent her in this matter for three (3) years, of course had no working knowledge of the rules of procedure, rules of evidence or the applicable statutes and similar matters. Therefore she was not able to properly represent herself or present evidence or legal arguments to the Court regarding the case or the relief she was seeking, or was entitled to receive, based on the pleadings and applicable law.

The request for a continuance was not the result of dilatory conduct on GONZALEZ'S part. GONZALEZ had not had adequate time to retain new counsel prior to the final hearing. The trial court had permitted her prior counsel to withdraw so close to the final hearing that it made it difficult, if not impossible, to find competent counsel willing to take on a complex case which had been pending for almost three years, on such short notice. Even if GONZALEZ had notice of the withdrawal of her prior counsel on May 14, 2013 or shortly thereafter (which GONZALEZ specifically stated in her motion for continuance that she had not) the trial court should have granted GONZALEZ adequate time to obtain new counsel, as is customarily done when counsel is permitted to withdraw, or specifically stated in the order of withdrawal that no continuances would be permitted.⁶

“Factors to be considered in determining whether the trial court abused its discretion in denying the motion for continuance include whether the denial of the continuance creates an injustice for the movant; whether the cause of the request for continuance was unforeseeable by the movant and not the result of dilatory practices; and whether the opposing party would suffer any prejudice or inconvenience as a result of a continuance.” *Fleming v. Fleming*, 710 So.2d 601 (Fla. 4th DCA 1998). All of these factors showing an abuse of discretion by the

⁶ It is respectfully submitted that no competent attorney would accept such a complex and contentious case as this with so little time to prepare prior to final hearing.

trial court in denying the motion for continuance of the final hearing (trial) are met in the instant case.

The denial of GONZALEZ'S motion to continue the final hearing caused an injustice to GONZALEZ by precluding her from having a reasonable opportunity to retain new counsel so that she could be adequately represented and have her case properly presented to the Court at the final hearing. GONZALEZ filed her motion to continue the hearing (R. 0281/A. 3) promptly (June 20, 2013) after being advised at the pre-trial conference on June 17, 2013 that the final hearing was to be held on June 28, 2013, only eleven (11) days later. GONZALEZ did not have timely notice of her attorney's motion to withdraw nor did she receive the order granting that motion. (R. 0281/A. 3). Therefore the cause of the request for continuance was not foreseeable by GONZALEZ and was not the result of dilatory practices.

Furthermore, APPELLEE would not have suffered any prejudice or inconvenience by allowing GONZALEZ a continuance to obtain new counsel. *Fleming* at 604. In *Strader v. Zeide*, 796 So.2d 591 (Fla. 4th DCA 2001) although the trial court granted Plaintiff's attorney's motion to withdraw, it denied the request to stay the proceedings until the Plaintiff could obtain new counsel. The Appellate Court found that the "Plaintiff was prejudiced as a result of the trial court's refusal to grant a continuance or allow the Plaintiff additional time to retain

new counsel.” Id at 593. Without the benefit of counsel, the court found that the Plaintiff was unable to conduct a meaningful cross-examination. “This Court has noted that there are special circumstances which exist where the denial of a motion for continuance creates an injustice for the moving party and in such cases, it is the court’s obligation to rectify the injustice.” *Strader* at 593.⁷ The instant case is clearly one in which it is the obligation of the court to rectify the injustice.

“While trial courts necessarily enjoy broad discretion in deciding whether to grant or deny a motion for continuance, the exercise of that discretion is not absolute.” *Rice v. NITV, LLC*, 19 So.3d 1095 (Fla. 2nd DCA 2009); *Baron v. Baron*, 941 So.2d 1233 at 1236 (Fla. 2nd DCA 2006). In determining whether the trial court has abused this broad discretion, the appellate courts consider the following three factors stated previously: “1) whether the movant suffers injustice from the denial of the motion; 2) whether the underlying cause for the motion was unforeseen by the movant and whether the motion is based on dilatory tactics; and 3) whether prejudice and injustice will befall the opposing party if the motion is granted. *Baron v. Baron*, 941 So.2d 1233, 1235-36 (Fla. 2d DCA 2006) (quoting *Myers v. Seigel*, 920 So.2d 1241, 1242 (Fla. 5th DCA 2006)).” *Rice* at 1099. As in *Rice*, there was no indication that the motion for continuance filed by GONZALEZ was a dilatory tactic and there was nothing in the record to suggest that any

⁷ The *Strader* court called this “manifest injustice.”

injustice or prejudice would have been suffered by APPELLEE had the continuance been granted. In fact the case had already been pending for more than three (3) years due to the extensive litigation by the parties (including multiple amendments of pleadings by APPELLEE). Neither the withdrawal of her prior counsel nor the filing of the motion for continuance can reasonably be seen as a tactic to delay the proceedings under the facts of this case. In fact, in her argument in support of her motion made the day of the trial, GONZALEZ specifically stated that she was not filing the motion for delay and that she was anxious to have her day in court: “Please let me assure you, let me assure this Court, that this request is not intended for delay of proceedings, but in good faith. For three years I’ve waited for the day I could bring to this Court, my case this time when we present it in Court.” (T. 6-8).

In the motion itself, GONZALEZ specifically stated that the reason she was requesting the continuance was in order to have her “...new attorney to be able to represent me, as it should be in court; and to have my voice heard through my attorney in court.” (R. 0281/A. 3). In *Baron, supra*, Father’s counsel was unavailable for the hearing and the trial court refused to grant the Father’s motion for continuance. The appellate court found that the Father was prejudiced by the denial of the motion for continuance. Even though he was permitted to speak at the hearing he was not a lawyer and did not have the ability to make the proper

objections to the testimony that the other party offered at the hearing. The court further found that “[T]he prejudice to the Father by being forced to go it alone is patent.” *Baron* at 1236.

The parallel to the instant case is obvious. As in *Baron*, GONZALEZ was forced to “go it alone” when the trial Court denied her motion for continuance. Counsel for APPELLEE took full advantage of GONZALEZ’S lack of knowledge regarding the rules of procedure and evidence. Counsel was even admonished by the trial Court for his conduct (see page 6 above) and made argumentative statements, tantamount to testifying, throughout the proceedings. And as further argued below, GONZALEZ was not permitted to present her defenses to APPELLEE’S claims nor present any witnesses or evidence in support of her counterpetition. The result of the denial of GONZALEZ’S motion for continuance was a denial of her procedural due process rights. The trial court ruling without a proper consideration of GONZALEZ’S defenses to APPELLEE’S second amended petition and her counterpetition was a further denial of such rights. As the court stated in *Baron, supra*, the prejudice to GONZALEZ, by being forced to go it alone, is patent.

B.

GONZALEZ WAS DENIED DUE PROCESS BY THE LOWER COURT NOT PERMITTING GONZALEZ TO PUT ON HER CASE IN DEFENSE OF APPELLEE’S CLAIMS AND BY NOT PERMITTING GONZALEZ TO PRESENT HER CASE IN CHIEF BY PRESENTING TESTIMONY AND EVIDENCE IN SUPPORT OF THE CLAIMS RAISED IN HER COUNTERPETITION.

“Fundamental to the concept of due process is the right to be heard.”⁸

The right to be heard assures a full hearing before a court having jurisdiction of the matter, the right to introduce evidence at a meaningful time and in a meaningful manner, and judicial findings based upon that evidence. It includes also an opportunity to cross-examine witnesses, to be heard on questions of law, and the right to have judgment rendered after trial.” (citations omitted) *Brinkley v. County of Flagler*, 769 So.2d 468 (Fla. 5th DCA 2000). A review of the trial transcript (A. 1) shows that only APPELLEES case was presented and clearly shows that GONZALEZ neither had a chance to examine any witnesses in defense of APPELLEE’S claims nor present any testimony or evidence in support of the claims raised in her counterpetition.⁹ At the close of APPELLEE’S direct

⁸ Procedural due process is a constitutional guarantee. *See, e.g., Vollmer v. Key Dev. Props.*, 966 So.2d 1022 (Fla. 2nd DCA 2007).

⁹ Even the index of the proceedings shown at the beginning of both volumes of the trial transcript (A. 1) clearly show that only witnesses for APPELLEE were called and exhibits for APPELLEE presented in evidence. GONZALEZ was given the opportunity to cross-examine APPELLEE’S witnesses, which, as a lay person, she attempted to do within the limits set by the court. However, her attempt to make a statement after her direct examination was cut short by an objection by APPELLEE’S counsel to her “rant” immediately after which she was told by the court she could return to her seat. (T. 248).

examination of GONZALEZ, after counsel for APPELLEE stated that he had no more questions for GONZALEZ, (T. 240), the Court questioned GONZALEZ regarding funds APPELLEE alleged had been misappropriated by her. (T. 240-243). After the Court finished this line of questioning, the Court inquired as to GONZALEZ'S witnesses.

THE COURT: Quickly¹⁰, did you want these folks to testify?

THE WITNESS: Yes, of course.

THE COURT: What are they going to testify to?

THE WITNESS: They are going to testify about my character, they --

MR. ARAGONA: Objection.

THE WITNESS: They're going to testify the incidents with -- or whatever they had seen, I'm not sure, I'll let them say.

THE COURT: Do they know anything about the money?

THE WITNESS: No.

THE COURT: That's really the key to this case.

THE WITNESS: Your Honor, the money, I was acting --

THE COURT: I'm asking if they know anything.

THE WITNESS: No.

MR. ARAGONA: Of course not.

THE COURT: They'll testify as to your reputation for truthfulness is good in the community?

THE WITNESS: Yes. Yes.

(T. 243-244)

¹⁰ One cannot help but infer that the court was seemingly in a rush to conclude the trial.

The Court continued to question GONZALEZ as to the identity of her witnesses, how they knew GONZALEZ and for how long. (T. 244) At the conclusion of this line of questioning the court stated:

“Okay. Well, first of all, there’s no question the marriage is irretrievably broken, so petitioner’s request for divorce is granted. The annulment is denied.” (T. 245)

The Court, GONZALEZ and APPELLEE’S attorney continued with some discussion on the record regarding allegations by APPELLEE’S attorney of misappropriation of monies by GONZALEZ, return of property to APPELLEE and GONZALEZ attempting to rebut the allegations.¹¹ The Court then ruled as to the disbursement of the assets. (T. 246-254)

The attorney for APPELLEE never stated on the record that that he had concluded his case and the trial court never inquired if he had any further witnesses.¹² Furthermore, GONZALEZ was not given an opportunity to defend the claims presented by APPELLEE nor was she given the opportunity to present her case in chief to support her counterpetition.¹³ GONZALEZ was not asked if

¹¹ Such a summary process of casual discussion is not acceptable to determine issues of fact. This court has recognized that a circuit court commits reversible error when it summarily disposes of factual issues by informally discussing them with attorneys without allowing a party to present evidence, and that such summary process, while initially appearing efficient denies a party due process. *Slotnick v. Slotnick*, 891 So.2d 1086 (Fla. 4th DCA 2004).

¹² Perhaps it was obvious to the trial court from the actions of counsel for APPELLEE or from some other indication that he had concluded his case, but nothing appears in the trial transcript to confirm that APPELLEE’S case was concluded.

¹³ The right to be heard is so instrumental that error need not be preserved. “[T]he denial of a party's right to be heard — even if unpreserved — constitutes per se reversible error and, therefore, can be raised at any time.” *KG v.*

she had any testimony or evidence to present, nor was she given any reasonable opportunity to question her witnesses or testify in defense of APPELLEE'S claims or to testify on direct or present any evidence at all in support of her counterpetition. In this case, just as in *Vollmer, infra*, "...the constitutional guarantee of due process requires that each litigant be given a full and fair opportunity to be heard... The violation of a litigant's due process right to be heard requires reversal." *Vollmer v. Key Dev. Props.*, 966 So.2d 1022, 1027 (Fla. 2nd DCA 2007). See also, *Minakan v. Husted*, 27 So. 3d 695 (Fla. 4th DCA 2010), a case in which the wife, as in the instant case, was not permitted to testify, to which the court said, "[t]he wife raises several arguments, *the first of which is dispositive. The wife contends that the court violated her right to due process by not allowing her to testify and present other evidence ...*" *Minakan* at 698.

GONZALEZ was further denied due process by the court not allowing the testimony of GONZALEZ'S character witnesses. During the trial there was substantial testimony by APPELLEE and commentary by APPELLEE'S attorney directly impugning GONZALEZ'S character. Several times counsel for APPELLEE made statements or asked questions which impugned the character of GONZALEZ.

K.G. v. Fla. Dep't of Children & Families, 66 So. 3d 366 (Fla. 1st DCA 2011), citing *Vollmer v. Key Dev. Props., Inc.*, 966 So. 2d 1022, 1027 (Fla. 2d DCA 2007).

“Of course, Ms. Gonzalez is no stranger to tax fraud.” (T. 11)

“Other ways that she embezzled funds, was that she arranged that two of the disability payments would be directly deposited into their joint account at Wachovia Bank.” (T. 12)

“But what she would do, she would forge his signature, which you’ll see, there’s obvious earmarks of the forgeries, and she would deposit that check directly into her private AmTrust account.” (T. 12-13)

“And it’s true that she paid some of the household bills out of monies. I’m not claiming she stole \$570,000, it’s closer to \$270,000. (T.13)

“It’s a piece of junk that you got because you made false allegations, is what it is.” (T. 223)

“I know, but, Judge, I have so much, she's lied so much that we have so much information I'd like to go through.” (T. 227)

Pursuant to Florida Statute §90.609, evidence of truthfulness may be admissible after the character of the witness for truthfulness has been attacked. Therefore, GONZALEZ should have been allowed to rebut that testimony by introducing witnesses on her behalf who would have testified as to her reputation for truthfulness (based on the proffer of the witnesses’ testimony). (T. 243-244).

Additionally, counsel for APPELLEE’S conduct towards GONZALEZ during the trial was so egregious that the trial court had to admonish counsel for yelling at GONZALEZ during her direct examination.

THE COURT: Hey. I don't like the way you're trying this case, sir. Stop yelling at the witness.

MR. ARAGONA: I'm sorry. I'm so disgusted with her, I can't help myself.

THE COURT: Well, stop that.

MR. ARAGONA: And I apologize to the Court and I will calm down.

THE COURT: Calm down. You got a lay person.

MR. ARAGONA: I will calm down.

THE COURT: You're an officer of the court. Don't do that. (T. 239)¹⁴

In the atmosphere created throughout the trial, from the trial court refusing to grant GONZALEZ'S reasonable and timely request for continuance, the requirement that she "go it alone", without proper representation, and the conduct of counsel for APPELLEE more than taking advantage of a *pro se* party by flouting the rules of evidence and using intimidation tactics so severe that he had to be admonished by the trial court, GONZALEZ was denied a fair hearing and therefore was denied due process.

¹⁴ Although it is not possible to know the tone or manner in which counsel for APPELLEE was speaking to the witness, the trial Court apparently thought that it required this admonition.

CONCLUSION

GONZALEZ was denied her right to due process by the trial court's denial of her timely motion for a continuance of the final hearing. The order which permitted her prior counsel to withdraw was so deficient that it would not have properly put GONZALEZ on notice that she needed new counsel even if she had received it. There was no evidence of dilatory tactics by GONZALEZ. There would have been no prejudice to APPELLEE if the Court had granted the continuance. Additionally it is fundamental to the constitutionally guaranteed concept of due process that GONZALEZ have the right to be heard. As stated in *Baron and Brinkley, supra*, the right to be heard assures a full hearing before the court, the right to introduce evidence at a meaningful time and in a meaningful manner and an opportunity to cross-examine witnesses before judgment is rendered by the court. GONZALEZ was never given an opportunity to present any evidence or testimony in defense of the claims raised by the APPELLEE nor an opportunity to present her case in chief by presenting evidence or testimony in support of the claims raised in her counterpetition. Therefore, having been denied the opportunity to be properly represented at trial, and then having not been given proper opportunity to present her defenses and case in chief, GONZALEZ was denied the constitutionally protected right of due process and respectfully requests

that the Final Judgment of Dissolution below be reversed and the case remanded for a new trial (final hearing).

Respectfully submitted,

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CERTIFICATE OF SERVICE

I DO HEREBY CERTIFY that a true copy of the foregoing **Brief and Accompanying Appendices of GONZALEZ** was served by email this 8th day of April, 2014 upon the following counsel of record:

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Craig R. Dearr

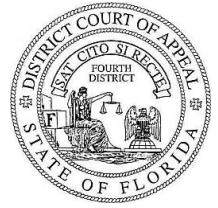
CERTIFICATE OF COMPLIANCE

The undersigned hereby certifies that the foregoing was prepared in accordance with the rule requiring the Times New Roman 14 point or Courier New 12 point.



(electronically signed)

Craig R. Dearr



IN THE DISTRICT COURT OF APPEAL
FOURTH DISTRICT, STATE OF FLORIDA

JULIE M. GONZALEZ,

Appellant,

vs.

DCA Case No.: 4D13-4051

L.T. Case No.: 2010DR003810XXXX SB (FY)

LLOYD G. WICKBOLDT,

Appellee.

_____ /

ANSWER BRIEF OF APPELLEE, LLOYD G. WICKBOLDT
Appeal from a Final Order of the Circuit Court

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STATEMENT OF THE CASE AND FACTS

This appeal is taken from the Final Judgment of Dissolution (A. 1)¹ entered on July 29, 2013 after a full trial on the merits on June 28, 2013. This dissolution matter was initially set for trial on June 28, 2013 by the court's Order Setting Trial dated September 14, 2012, over *nine months* prior to the trial date of this matter.² (A. 2). For Appellant to claim she was totally unaware of the trial date until the pre-trial conference on June 17, 2013 is simply not credible.

Appellant presents alleged facts in her Initial Brief in the way of narrative and cites to events which are either outside of, and in some instances, contrary to, the record on appeal. Such commentary should not be considered by this Court, and should be stricken. By way of example, and not limitation, Footnote 2 of Appellant's Brief contains several assertions which are outside the record concerning Appellant's alleged conversations with the clerk and attempts to contact her attorneys, which should not be considered by this Court.

¹ In this Answer Brief of Appellee, Appellant, Julie M. Gonzalez, will be referred to by name and alternatively by title (i.e. Ms. Gonzalez, Appellant). Appellee, Lloyd G. Wickboldt will be referred by name and alternatively by title (i.e. Dr. Wickboldt, Appellee). The Appendix is designated as "A". The symbol "T" will refer to the portions of the transcript of the trial testimony on June 28, 2013, portions being attached hereto as part of Appellee's Appendix. The Record on Appeal shall be referred to as "R".

² Although an Amended Trial Order was later issued (R. 277), it did not change the June 28, 2013 trial date previously set by the court.

Appellant was properly noticed on both hearings on her attorneys' Motions to Withdraw, and did not appear at the hearings or otherwise oppose either of the two Motions to Withdraw. In fact, the first Motion to Withdraw was denied because of Appellee's opposition.

Appellant was on notice that her attorneys sought to withdraw on April 11, 2013, when the first Motion to Withdraw was filed, almost 80 days prior to the trial date. Appellant had ample time to interview and hire an attorney for trial, or otherwise prepare. The Order granting Appellant's Amended Motion to Withdraw was entered on May 14, 2013, after hearing on the same date, which Appellant also did not attend or oppose, despite notice.

Even after the Order of Withdrawal was entered, Appellant still had 45 days prior to the trial date to obtain counsel. Appellant makes the statement in her Brief that "GONZALEZ, having not had notice of the motion or hearing, was not present at the hearing." (Brief, 2). This is another attempt to interject facts that are unsupported by the record.

Appellant's bare assertions that she did not receive notice of either of her counsel's Motions to Withdraw or of the Notices of Hearing are contrary to the record. The initial Motion to Withdraw, the Amended Motion to Withdraw and both Notices of Hearing all contain a Certificate of Service that Appellant was notified "via confidential e-mail" and signed by her attorneys (A. 3-6). It should be noted

that it was Ms. Gonzalez who refused to provide any address or even e-mail address to the undersigned or to the court, even when requested by the Judge French.

Throughout the proceedings below, Appellant refused to give any address or e-mail information to the court, or to counsel representing Appellee. Appellant has tried and continues to try to take advantage of her own non-compliance by claiming she did not receive documents. In fact, the court took the extraordinary measure, *due to Appellant's refusal to provide her address*, after being specifically asked by Judge French to do so, of ordering that Ms. Gonzalez's attorneys shall:

accept service of any and all correspondence or legal papers on behalf of the Respondent, whether it is regarding the instant case or any other matter, whether delivered by U.S. Mail, Certified Mail, Return Receipt Requested, process server, hand delivery, e-mail or any other reasonable means of service or delivery and that delivery or service of any such correspondence or legal paper to Respondent's counsel shall constitute valid legal service upon the Respondent. (A. 8).

Keeping in mind that Appellant refused to provide address and e-mail information to the court and opposing counsel, her statement that “[a]lthough there may be no requirement to show the email address of a *pro se* litigant, it is suggested that good practice would have included an email as electronic service is now the norm” (Brief, fn. 5), is disingenuous, and an attempt to benefit from her own non-compliance.³

³ A review of the record, and particularly the evidence and testimony presented at trial, reveals that Ms. Gonzalez's veracity is questionable at best, which was the

In light of the foregoing, it is not credible for Appellant to claim that “she had never received notification of her attorney’s motion to withdraw nor did she receive the order granting the withdrawal” (Brief, 3) and to now complain that “[t]he order provided the address of property owned by GONZALEZ where she had resided by [sic] did not provide an email address for her. GONZALEZ stated in her motion for continuance that she did not receive notice of the hearing or order on the motion to withdraw.” (Brief, fn.1). It was Appellant who refused to disclose her contact information to the court and to Appellee, and she now claims that she didn’t receive notices, motions and orders because her proper e-mail address wasn’t listed on the pleadings! This Court should not tolerate Appellant’s disingenuous attempt to take advantage of her own non-compliance.⁴ The certificates of service on both the Motions to Withdraw and the Notices of Hearing (A. 3-6) include Ms. Gonzalez at her “confidential e-mail address”, and the undersigned addressed the court at trial on this issue, as an officer of the court, and related his conversation with Appellant’s former attorneys where they confirmed that Ms. Gonzalez had not only been sent both Motions to Withdraw, and both Notices of Hearing, as well as the Order

source of frustration for the undersigned, where the court admonished him once and he apologized.

⁴ The trial judge admonished Ms. Gonzalez for not providing her address after being asked several times, stating “Are you going to answer the question or I’ll decide the case right now.” (T. 224)

Granting Withdrawal, (A. 7), by both regular mail and e-mail, but they had notified her verbally as well. As stated to the court at trial:

MR. ARAGONA: I spoke with Ms. Gonzalez' former attorney telephonically last week, and I said Ms. Gonzalez had represented that they never sent her the motion or order of continuance [sic], and she wasn't advised. They said that's categorically not true, and that they advised her both verbally, and they sent to [sic] the order to the address that she supplied to them, and the motion. (T. 8).

Appellant admits that much of the argument she makes now was not raised in her Motion for Continuance, (A. 10), stating: “Although GONZALEZ did not raise any of the foregoing deficiencies in support of her motion for continuance [. . .] (Brief, 9). Having not pointed out these deficiencies to the court, she cannot attempt to now raise them, and suggest the court abused its discretion by not considering them.

Although, admittedly, the Order Granting Withdrawal (A. 7) could have been drafted more clearly, Appellee did not draft the Order, Appellant's withdrawing attorneys did. The fact that a service address was not listed for Ms. Gonzalez was clearly an oversight, which Appellant is now trying to improperly exploit to further her argument.

Appellant barely references the Final Judgment of Dissolution, (A. 1), (“Final Judgment”) in her Initial Brief, nor does she even attach a copy of it to her

Appendix.⁵ It is worth discussing, as the court made, *inter alia*, the following findings of fact:

that Respondent, without the knowledge or consent of the Petitioner, forged Petitioner's name upon checks issued to the Petitioner by Mass Mutual Financial Group and deposited said checks into her own personal accounts at AmTrust Bank without the knowledge or consent of Petitioner. The Court finds that these checks amounted to \$231,677.30 during the marriage. (A. 1).

* * *

that Respondent, without the knowledge or consent of Petitioner, used and made charges to a Capital One credit card. (A. 1).

* * *

that Respondent does not currently reside at this address [17103 SW 39th Court, Miramar, FL 33027], and it is not homestead property. The Court finds that, during the term of the marriage, Respondent kept all rental income from the Property in her personal account at BankUnited Bank, while using Petitioner's funds to pay for all of the expenses on the Property. (A. 1).

* * *

that Respondent's claims of domestic violence to be unsupported by any record evidence. (A.1).

Ms. Gonzalez admitted withdrawing funds in the amount of \$112,733.92, all within 9 days of being confronted with her true age and identity by Dr. Wickboldt. (T. 235-237), all funds were traced to their source, Dr. Wickboldt's disability checks.

⁵ This is in violation of Fla. R. App. P. 9.220(b), which requires a conformed copy of the opinion or order to be reviewed to be contained in the appendix.

The court's findings of fact were supported by substantial, competent and uncontroverted documentary and testimonial evidence at trial and in the record, and the Final Judgment of Dissolution was properly entered and well within the sound discretion of the court, and should not be disturbed.⁶

Appellant never mentioned nor attempted to move forward with her Counter Petition at the trial. At the close of the proceedings, Appellant did not state that she needed to present anything further and made no objections. This was at her own peril, as neither the Court nor opposing counsel have any obligation to request her to go forward with her Counter Petition, or any other evidence. Any objection she attempts to state now has been waived, as it was not previously asserted.

SUMMARY OF ARGUMENT

As discussed in detail below, Gonzalez presented two Motions for Continuance, an *ore tenus* Motion at the pretrial conference on June 17, 2013 which was denied by Judge French, (T. 4-6), and thereafter, on June 20, 2013, she filed a written Motion for Continuance. (A. 10).⁷ The written Motion was denied by Judge Harrison prior to the commencement of trial on June 28, 2013. (A. 1).

⁶ The standard of review for the court's findings of fact is higher than the abuse of discretion standard: "clearly erroneous" or "not supported by competent, substantial evidence.

⁷ Appellee only references the written Motion for Continuance in her Initial Brief, and makes no reference to the *ore tenus* Motion or the denial of that Motion by Judge French.

Ms. Gonzalez had written notice of her attorneys' initial Motion to Withdraw from this case on or about April 11, 2013 (A. 3), 80 days prior to the trial date. Her attorneys' Amended Motion to Withdraw (A. 5) was granted on May 14, 2013 (A. 7), 45 days prior to trial, and after two hearings (A. 4, 6), which Ms. Gonzalez had notice of, but did not attend. Both Judge French and Judge Harrison denied her Motions for Continuance and were well within their judicial discretion to do so.

Gonzalez did not obtain counsel for trial, and represented herself. As demonstrated below, the court guided her and assisted her with questioning witnesses and attempted to focus Ms. Gonzalez on the important issues of the case, specifically her theft of Dr. Wickboldt's disability checks, which amounted to \$231,677.30, forgery of his signature on those checks and her deposits and later withdrawals in her sole account at a different bank than where the parties had their joint checking account. Ms. Gonzalez ignored the Judge's instructions several times, and opted to focus on other matters than her theft of his disability checks. Ms. Gonzalez ultimately admitted to the theft of the funds. Although the court's procedure was somewhat non-traditional, in that the Appellee did not formally rest his case, Ms. Gonzalez was given every opportunity to testify, explain her side of the story, and present witnesses, although the two witnesses she brought to trial were properly excluded as improper character witnesses, as discussed below. The Final

Judgment of Dissolution was properly entered by the court, after a full trial on the merits, based upon substantial, competent evidence and should not be set aside.

ARGUMENT

Standard of Review

The standard of review with regard to the denial of the Motions for Continuance in this matter is abuse of discretion. *Hub Fin. Corp. v Olmetti*, 465 So. 2d 618, 619 (Fla. 4th DCA 1985). However, the standard applied to the trial court’s findings of fact is the clearly erroneous standard of review. “A trial court's finding of fact based on conclusions drawn from undisputed evidence is subject to review by the less restrictive ‘clearly erroneous’ standard of review.” *Chubb Custom Ins. Co. v. U.T. Invs., LLC*, 113 So.3d 1017 (Fla. 5th DCA, 2013), citing *Holland v. Gross*, 89 So. 2d 255, 258 (Fla. 1956). Appellant does not challenge, and does not reference in her Initial Brief, the findings of fact made by the court in the Final Judgment (A. 1). The findings of fact made by the court were based upon substantial, competent and uncontroverted evidence, were not clearly erroneous, and should not be disturbed.

A. THE LOWER COURT PROPERLY DENIED GONZALEZ’S MOTIONS FOR CONTINUANCE, BOTH ORE TENUS AND WRITTEN, WHICH WERE WITHIN THE COURT’S SOUND DISCRETION.

There are no grounds stated in the Motion for Continuance which would indicate an abuse of discretion by the court in denying the Motion.

Appellant's Motion to Continue was heard and denied by two judges; Judge French, at the pre-trial conference on June 17, 2014, who had indicated that the trial was going forward (T. 5) and Judge Harrison, on the morning of the trial, June 28, 2013 (T. 9). Both judges heard Appellant's arguments and denied her Motion.

The court in *Garner v. Langford*, 55 So.3d 711 (Fla. App., 2011) stated: "The trial court's determination of a motion for continuance is within [its] discretion and the court's ruling thereon will not be disturbed 'unless a palpable abuse of discretion is demonstrated.' " *Robinson v. State*, 561 So.2d 419, 420 (Fla. 1st DCA 1990) (quoting *Smith v. State*, 525 So.2d 477, 479 (Fla. 1st DCA 1988)).

Courts do recognize, however, "cases in which the appellate court will have no alternative but to reverse, because the injustice caused by the denial of the motion outweighs the judicial policy of deferring to the trial judge." *Id.*; *Silverman v. Millner*, 514 So.2d 77 (Fla. 3d DCA 1987), (acknowledging that "[s]pecial circumstances sometimes exist ... in which the denial of a motion for continuance creates an injustice for the movant"). An appellate court considers certain factors in determining whether a trial court has abused its discretion by denying a motion to continue. As this Court stated in *Fleming v. Fleming*, 710 So.2d 601, 603 (Fla. 4th DCA 1998):

Factors to be considered in determining whether the trial court abused its discretion in denying the motion for continuance include whether the denial of the continuance creates an injustice for the movant; whether the cause of the request for continuance was unforeseeable by

the movant and not the result of dilatory practices; and whether the opposing party would suffer any prejudice or inconvenience as a result of a continuance.

In addition, it is generally reversible error to refuse to grant a motion for continuance when a party or his counsel is unavailable for physical or mental reasons, which unavailability prevents fair and adequate presentation of the party's case. *A.P.D. Holdings, Inc. v. Reidel*, 865 So.2d 682, 683 (Fla. 4th DCA 2004); *Lopez v. Lopez*, 689 So.2d 1218, 1219 (Fla. 5th DCA 1997); *Ziegler v. Klein*, 590 So.2d 1066, 1967 (Fla. 4th DCA 1991); *see also Thompson v. Gen. Motors Corp.*, 439 So.2d 1012, 1013 (Fla. 2d DCA 1983) (holding that it was an abuse of discretion to refuse to grant continuance when attorney's illness prevented his appearance at trial).

Appellant's reliance upon *Myers v. Seigel*, 920 So.2d 1241 (Fla. 5th DCA 2006) is misplaced, as the facts therein are distinguishable from the instant case. In *Myers*, a continuance was sought because of an emergency medical condition of Myers' counsel, and the court had entered a default judgment against Myers. Neither Myers nor her counsel appeared for trial in that case, as opposed to the instant case, where Appellant appeared, made statements, testified and questioned witnesses and was afforded every opportunity to present evidence, including a defense to Appellee's claims and her own case. Her proposed witnesses were properly excluded by the court as having no relevant knowledge of the facts of the case and were presented as improper character witnesses. There was nothing "last minute"

or unforeseeable alleged in Appellant's Motion for Continuance, where she had notice of her attorneys' Motion to Withdraw 80 days prior to trial that her attorneys were withdrawing.

The decision to grant or deny a motion to continue is a matter resting within the sound discretion of the court. *See Shands Teaching Hosp. and Clinics, Inc. v. Dunn*, 977 So.2d 594, 599 (Fla. 1st DCA 2007). "A ruling on a motion for continuance is treated with a relatively high degree of deference, even among other kinds of discretionary decisions." *Id.* Accordingly, the appellate courts accord "even greater deference to continuance orders than is required of other discretionary rulings." *Id.* Given this highly deferential standard, "a reversal for failure to grant a motion for continuance would be justified only in very rare situations." *Id.* *See, also Garner v. Langford*, 55 So.3d 711 (Fla. App., 2011).

In another of Appellee's cited case, *Fleming*, this Court stated:

The majority of cases finding that the trial court abused its discretion in denying a movant's motion for continuance either involve situations where the movant's attorney withdraws on the day of or a couple days before trial and a continuance is denied, or where counsel or a key witness becomes ill before trial preventing an adequate presentation of the case. [Citations omitted]. *Id.* at 603.

While the circumstances in *Fleming* were such that an abuse of discretion was found "based upon the unique circumstances of this case" *Id.*, that matter involved a claim that the initial attorney did not properly prepare the case for trial, that he

conducted inadequate discovery and that the case file was missing vital financial information. *Id.*

In the instant case, there were no unforeseeable or special circumstances that were present to compel the granting of a continuance such that would constitute an abuse of discretion by the court in denying the Motions. No illness or other extenuating circumstances were present, and the court properly denied the Motions. Certainly on the day of trial, the granting of such Motion would have prejudiced the Appellee, as well as been an extraordinary inconvenience; counsel had prepared extensively and was ready to try the case at bar, which had been set for trial nine months before.⁸

An example of an abuse of discretion with regard to the denial of a motion for continuance that constituted reversible error was demonstrated in *Baron Auctioneer, Inc. v. Ball*, 674 So.2d 212, 214 (Fla. 4th DCA 1996), where the court considered it an abuse of discretion “to deny such a motion [to continue] when it is based on the withdrawal of a party's attorney for valid medical reasons *within a few days of the trial.*” [Emphasis supplied].

Here, the record demonstrates that Appellant had notice of both Motions to Withdraw and both Notices of Hearing, as well as the Order of Withdrawal, where

⁸ Certainly, delay of the trial would foreseeably further deplete the assets that Appellant embezzled from Appellee and would cause prejudice to Appellee.

Ms. Gonzalez received the first notification that her attorneys were moving to withdraw some 80 days prior to trial, and where the trial date was noticed nine months prior to the trial, which was adequate time to either retain new counsel or prepare for trial. There is no abuse of discretion in the denial of Appellant's Motions to Continue in the instant case, and the Final Judgment of Dissolution should not be disturbed.

The *Baron v. Baron*, 941 So.2d 1233 (Fla. 2nd DCA 2006) case cited by Appellant in support of her contention that the court abused its discretion in denying her Motion for Continuance is also factually distinguishable. In *Baron*, despite the father's counsel filing a notice of unavailability, opposing counsel set an emergency evidentiary hearing during the period of unavailability. The father orally moved for a continuance at the start of the hearing, which was denied, even though his counsel was out of the country. The Second DCA ruled that, under those circumstances, the court abused its discretion in denying the continuance, in part, because it was unforeseen that the opposing counsel "would deliberately schedule an emergency evidentiary hearing with one business days' notice during a time when the Father's counsel had already notified everyone that she would be unavailable." *Id.* at 1236. These extenuating circumstances are not present here, where the court had noticed the trial nine months prior, and Appellant was also notified of her counsel's two

Motions to Withdraw, (A. 3, 5), and the hearings thereon, as well as served with a copy of the Order Granting Withdrawal (A. 7). The *Baron* court ruled:

Because the Father's counsel was physically unable to be present for the hearing, which was scheduled despite full knowledge of her unavailability, and because the Father was prejudiced by the unavailability of his counsel, the trial court abused its discretion in refusing to grant the Father's motion for continuance. *Id* at 1237.

The facts of *Baron* are very different than the circumstances in the instant case, and the holding does not apply to the facts of this case, where the court was properly within its discretion to deny Appellant's Motions for Continuance.

Appellant's bare assertions that she did not receive notice of either of her counsel's Motions to Withdraw (A. 3, 5) or of the Notices of Hearing (A. 4, 6) are simply not supported by the record. The initial Motion to Withdraw (A. 3), the Amended Motion to Withdraw (A. 5) and both Notices of Hearing (A. 4, 6) all contain a Certificate of Service that Appellant was notified "via confidential e-mail" and signed by her attorneys. It should be noted that Ms. Gonzalez refused to provide any address or even an e-mail address to the undersigned or to the court, even when specifically requested by the Judge French. (A. 8). In fact, as the undersigned represented to the court, Ms. Gonzalez's attorneys stated that they notified her both verbally and sent her a copy of the Motions to Withdraw, the Notices of Hearing and the Order Granting Withdrawal. (T. 8).

B. GONZALEZ WAS NOT DENIED DUE PROCESS AT TRIAL BY THE LOWER COURT, AS SHE WAS AFFORDED EVERY OPPORTUNITY TO PRESENT HER CASE, CROSS EXAMINE WITNESSES AND THERE WAS NO OBJECTION MADE BY APPELLANT AT TRIAL. THE FINAL JUDGMENT WAS BASED UPON COMPETENT, UNCONTROVERTED DOCUMENTARY AND TESTIMONIAL EVIDENCE, WAS PROPERLY ENTERED BY THE LOWER COURT, WAS NOT CLEARLY ERRONEOUS AND SHOULD NOT BE SET ASIDE

It was well demonstrated at trial by substantial and uncontroverted testamentary and documentary evidence at trial, that Appellant had a history of being untruthful and embezzling funds from Appellee. Appellant presented specific acts of untruthfulness and embezzlement, and did not present evidence as to Ms. Gonzalez's reputation. The evidence at trial demonstrated that each of the statements alleged by Appellant in support of her contention that her so-called "character witnesses" should have been allowed to testify, (Brief, 20) was true, and Appellant admitted that they had no knowledge of the relevant facts of the case (T. 243-244), which were, that Ms. Gonzalez: gave Appellant a false name; a false date of birth; lied about being pregnant, even though she was beyond child bearing years; and finally, embezzled hundreds of thousands of dollars of Appellant's funds and deposited them into her own private bank account at another bank. The court properly excluded the witnesses as they had no knowledge of any of the foregoing specific facts, but could speak only to her character in general. (T. 243).

At trial, the uncontroverted evidence demonstrated that Appellant stole Appellee's disability checks, forged his signature on numerous checks and deposited the checks into her personal account. These checks amounted to \$231,677.30.

The trial court gave Appellant every opportunity to present testimony and evidence in contradiction of what was presented by Appellee, and even guided Appellant to the issues that the Court was concerned about several times, although Ms. Gonzalez chose to focus on other issues.

THE COURT: It might be helpful to you if -- in other words, they've alleged through the evidence that they've presented here that you misrepresented your age --

MS. GONZALEZ: Right.

THE COURT: -- in getting married.

MS. GONZALEZ: Not true.

THE COURT: The name, the name and that you've tried to keep this discrepancy about your age from your husband throughout the marriage, that you did that.

MS. GONZALEZ: Right.

THE COURT: Two, that you basically diverted funds that were marital funds and diverted them to your own use and not for the marriage. That's essentially, that's what we're dealing with here.

MS. GONZALEZ: Right. But I'm --

THE COURT: Those are the things that, you know, you need to deal with and direct your questions toward. How many people were at the wedding or how many people from your family or how many people from his family, I don't know that that helps me decide this.

MS. GONZALEZ: I have another question. There was evidence introduced earlier from Am Trust –

THE COURT: In other words, you were on target when you started, when you started with the Capital One account and you said, well, these charges on this Capital One account were used for our honeymoon cruise, our honeymoon thing and they were used for things that would be marital expenses. So I mean, I thought that's where you were headed –

MS. GONZALEZ: Right.

THE COURT: -- but you got diverted there.
(T. 168-169).

* * *

THE COURT: This is still cross. You can ask your -- you can ask a leading question and say, in July, he said that he didn't know the exact date, isn't this what happened. You don't have to jog his memory, you can just say specifically yes or no. You can ask leading questions.
(T. 170-171).

* * *

THE COURT: I'm going to give you a chance to testify, but it's questions now. If it helps you in your questioning, the things that are concerning me in this case are the way the money is –

MS. GONZALEZ: Okay.

THE COURT: -- and the testimony concerning the way the money was handled and what was the money and where it went. So if you want –

MS. GONZALEZ: Thank you for reminding me, Your Honor.
(T. 174)

* * *

THE COURT: Well, I kind of directed you where the problems are in this case. And the problems are about -- well, there's one problem, which probably I don't see it as a big problem, but that is that the petitioner here is asserting that he was misled into thinking that he was marrying someone who was 40 years old as opposed to somebody that was 50 years old. So, you know, that is that. But the real, the real crux of this case is the money.

MS. GONZALEZ: Okay, the money.

THE COURT: And, you know, what was done with the money. That's the real crux of this case. You know, all these, you know, the furniture, the fans and that, I mean, that's really --

MS. GONZALEZ: What is --

THE COURT: -- not the really big issue here.
(T. 197).⁹

* * *

MS. GONZALEZ: Your Honor, he testified in front of Judge Burton that he, first of all --

THE COURT: I don't care what he told Judge Burton. Like I told you, the real issue here is the money, and that's where we need to direct your attention.
(T. 203)

* * *

THE COURT: Okay. Thank you.

Is there anything you want to say about this? And you really need to explain --

THE WITNESS: Yes, Your Honor.

⁹ Even after this exchange, Ms. Gonzalez ignored the Judge's direction and went on to ask questions regarding the requirements of Dr. Wickboldt's disability policy.

THE COURT: You really need to explain what happened to all this money.
(T. 240).

Ms. Gonzalez finally admitted that she took the money. “[. . .] because I know that I took, that I took that money” (T. 240).

The Appellee presented evidence by the bank officer of Wachovia Bank, who authenticated the banking records and traced funds being deposited and cashed out by Appellant; John Smith, the forensic accountant who testified as to the movement of funds totaling over \$500,000 from the parties’ joint accounts into Ms. Gonzalez’s sole accounts at a different bank, and that she even made payments directly to her ex-boyfriend, Josef Wilblinger during the parties’ marriage that were traced to Dr. Wickboldt’s funds; Dr. Wickboldt testified as to the forgery of his disability checks by Ms. Gonzalez, which had earmarks of forgery¹⁰; and Ms. Gonzalez herself admitted to the withdrawal of over \$100,000 of funds, which were traced to their source, Dr. Wickboldt’s disability checks, in the days following Dr. Wickboldt discovering her fraud relating to her true age and identity. All of this evidence was uncontroverted, and the court directed Ms. Gonzalez and tried to assist her in her questions of what was relevant to this matter and that the court was looking for an

¹⁰ Ms. Gonzalez would write “m.d.” in lower case letters after forging Dr. Wickbolt’s signature, a practice Dr. Wickboldt testified that he would never do as a medical professional. (T. 142)

explanation of what happened to the money. Ms. Gonzalez declined to focus on the issues the court was interested in, and which were relevant to the case at bar.

Ms. Gonzalez was afforded an opportunity to testify, which she did (T. 247-248). Appellant made no objection at the end of the proceedings and declined to put forth her case. The case ended, and the Judge entered the Final Judgment on July 29, 2013. (A. 1). It is submitted that the Final Judgment, and the findings of fact contained therein was based upon competent, substantial evidence, including the testimony of Ms. Gonzalez, and should not be disturbed.

Character Evidence

Section 90.609, Fla. Stat. states: “(2) Evidence of a truthful character is admissible only after the character of the witness for truthfulness has been attacked by reputation evidence.” Therefore, such evidence is admissible only after the character of a witness for truthfulness has been attacked by *reputation* evidence. In the instant case, the only evidence of the witness’s truthfulness presented was of the specific acts of the witness, not of her reputation for truthfulness. The character witnesses, who admittedly had no knowledge of the specific acts, were properly excluded by the court, and such testimony would not be permitted under § 90.609, Fla. Stat.

THE COURT: Do they know anything about the money?

THE WITNESS: No.

THE COURT: That's really the key to this case.
(T. 243)

It was well demonstrated by uncontroverted evidence at trial, that Ms. Gonzalez has a history of being untruthful: giving Appellee a false name; a false date of birth; lying about being pregnant to induce the marriage, even though she was beyond child bearing years; and finally, embezzling hundreds of thousands of dollars of Appellee's funds and depositing them in her own private bank account at another bank. Any "impugning" of Appellant's character was with regard to the very specific instances stated above, and not by reputation evidence, where Appellant admitted that her witnesses had no specific information with regard to these instances, they were excluded as improper character witnesses by the court.

CONCLUSION

Appellant was not denied due process by the court's denial of her Motions for Continuance. This matter was set for trial by the court's Order nine months prior. (A. 2). Appellant received her attorneys' first Motion to Withdraw 80 days prior to the trial date. (A. 3). Appellant received both Motions to Withdraw, both Notices of Hearing thereon and the Order Granting Withdrawal. (A. 3-7). Appellant did not object to the withdrawal of her counsel and chose not to attend either of the two hearings on her attorneys' Motion and Amended Motion to Withdraw.

Appellant retained three separate attorneys during the course of the proceedings below. (R. 185-186, 210-211; A. 6). Appellant's failure to either

prepare for trial or retain new counsel was a result of her own neglect and inaction, and the court was well within its sound discretion to deny the Motions to Continue and go forward with the trial. The Appellee clearly would have been prejudiced had the court granted the Motion to Continue on the day of trial. Gonzalez's improper character witnesses were properly excluded by the court, and the Final Judgment of Dissolution was entered according to the competent and substantial evidence in support of the findings of fact, and was not clearly erroneous. Appellant did not follow the court's direction in addressing what happened to Dr. Wickboldt's missing disability checks, did not present any evidence in contravention of the evidence presented and admitted that she embezzled and later withdrew Dr. Wickboldt's funds. Appellant never objected at the close of the proceedings and declined to put forth her case, at her own peril. The Final Judgment of Dissolution should be affirmed.

Respectfully Submitted,

/s/ Anthony J. Aragona

ANTHONY J. ARAGONA, III

Florida Bar Number: 36676

Anthony J. Aragona III, P.A.

5097 Sancerre Circle

Lake Worth, Florida 33463

Telephone: 561-649-1790

Facsimile: 561-649-6767

anthony.aragona@att.net

Attorneys for Appellee, Lloyd G. Wickboldt

CERTIFICATE OF SERVICE

I DO HEREBY CERTIFY that a true copy of the foregoing **Answer Brief and Appendix of Lloyd G. Wickboldt** has been electronically uploaded to the Fourth District Court of Appeal's eDCA and further certify that a true and correct copy of the foregoing was served by e-mail this 19th day of September, 2014 upon the following counsel of record:

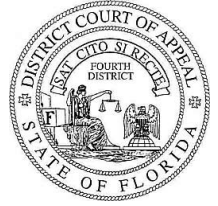
Craig R. Dearr, Esquire
Wendy S. Rounds, Esquire
Dearr Perdigon, Attorneys at Law
One Datran Center, Suite 1701
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Miami, Florida 33156-7817
Telephone: (305) 670-1237
Facsimile: (305) 670-1238
Service Email: service@dpmiamilaw.com
Email: craig@dpmiamilaw.com

/s/ Anthony J. Aragona
ANTHONY J. ARAGONA, III

CERTIFICATE OF FONT COMPLIANCE

I HEREBY CERTIFY that the font used in this brief is the Times New Roman 14-point font and that the brief complies with the font requirements of Rule 9.210(a)(2).

/s/ Anthony J. Aragona
ANTHONY J. ARAGONA, III



GONZALEZ v. WICKBOLDT
CASE NUMBER: 4DCA#: 13-4051
L.T. Case No.: 2010DR003810XXXX

APPENDIX

Index to Appellee's Appendix

1. Final Judgment of Dissolution
2. Order Setting Trial
3. Motion to Withdraw
4. Notice of Hearing
5. Amended Motion to Withdraw
6. Notice of Hearing
7. Order Granting Withdrawal
8. Order on Respondent's Motion For Return of Personal Property, etc.
9. Portions of Transcript of Proceedings, Volume 1 (Trial)
10. Portions of Transcript of Proceedings, Volume 2 (Trial)
11. Motion for Continuance

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: The Marriage of

LLOYD G. WICKBOLDT,

Petitioner,

and

JULIE M. GONZALEZ,

Respondent.

CASE NO. 502010DR003810XXXXSB/ Div. FY

FILED
SOUTH COUNTY BRANCH OFFICE

AUG - 5 2013

SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

FILED
2013 AUG - 5 PM 3:39
SHARON R. BOCK, CLERK
PALM BEACH COUNTY
SOUTH COUNTY BRANCH OFFICE

FINAL JUDGMENT OF DISSOLUTION

THIS CAUSE came before this Court on June 28, 2013, for a trial on the Petition for Annulment, and/or Dissolution of Marriage. Both Petitioner (husband) and Respondent (wife) were present. The Court, having reviewed the file, having heard the testimony of the parties and other witnesses, and having considered all of the evidence and being otherwise advised in the premises, makes the following FINDINGS OF FACT AND CONCLUSIONS OF LAW:

1. This Court has jurisdiction over the subject matter and the parties.
2. At least one party has been a resident of the State of Florida for more than 6 months immediately before filing the Petition for Dissolution of Marriage.
3. The parties have no minor or dependent children in common, and the wife is not pregnant.
4. The marriage between the parties is irretrievably broken. Therefore, the marriage between the parties is dissolved, and the parties are restored to the status of being single.
5. Respondent's Motion to Continue and Motion for Contempt, both filed on June 20, 2013 (Docket Nos. 166 and 170) are DENIED.

6. The Court finds that the 2006 Lexus IS350, VIN# JTHBE262762005254 ("Vehicle"), was purchased by Petitioner in 2006, prior to the marriage, is titled in the Petitioner's name and is the sole property of the Petitioner. The Respondent is ordered to immediately contact and arrange with Petitioner's counsel, Anthony J. Aragona, III, for the return the Vehicle to Petitioner, which shall be returned to the Petitioner, in good condition, within 10 days from the date of the entry of this Judgment, along with all service and maintenance records for the Vehicle. Respondent shall not allow the Vehicle to be repossessed prior to the turnover to Petitioner. As long as the Vehicle is returned to the Petitioner within the time proscribed herein, and in good condition, Respondent shall have no further liability with respect to the Vehicle.

7. The Court finds that Respondent, without the knowledge or consent of the Petitioner, forged Petitioner's name upon checks issued to the Petitioner by Mass Mutual Financial Group and deposited said checks into her own personal accounts at AmTrust Bank without the knowledge or consent of Petitioner. The Court finds that these checks amounted to \$231,677.30 during the marriage. As partial remuneration for the improper actions of the Respondent, the Court awards possession of AmTrust Bank Account Number [REDACTED] to Petitioner, Lloyd G. Wickboldt. AmTrust Bank is hereby ordered to release all funds in Account Number [REDACTED], which account holder is Julia M. Gonzales, to Lloyd G. Wickboldt, immediately upon entry of this Judgment. The Court has been advised that this account contains approximately \$11,152.75. However, all funds in said account, in whatever amount, shall be released to Petitioner, Lloyd G. Wickboldt.

8. The Court finds that Respondent, without the knowledge or consent of Petitioner, used and made charges to a Capital One credit card, account number [REDACTED]. Any and all sums due and owing to Capital One on this account shall be the sole responsibility of

the Respondent, Julie M. Gonzalez. Petitioner, Lloyd G. Wickboldt shall bear no responsibility to Capital One for any amounts owing it under this account number and Respondent shall indemnify and hold the Petitioner harmless for this debt.

9. Respondent owns real property titled solely in her name with the address of 17103 SW 39th Court, Miramar, FL 33027 ("the Property"), the legal description of which is:

LOT 198, BLOCK E, PARCEL "I" NAUTICA PLAT, ACCORDING TO THE
PLAT THEROF, AS RECORDED IN PLAT BOOK 168, PAGE 28, OF THE
PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

The Court finds that Respondent does not currently reside at this address, and it is not homestead property. The Court finds that, during the term of the marriage, Respondent kept all rental income from the Property in her personal account at BankUnited Bank, while using Petitioner's funds to pay for all of the expenses on the Property. Respondent is ordered not to incur any further liens, including but not limited to mortgage liens, upon the Property. The Property shall be sold as soon as possible, with all proceeds from the sale to be split 50/50 between the Petitioner and Respondent. The Property shall immediately be listed on the Multiple Listing Service ("MLS") by a realtor agreed upon by the parties, and shall be sold at the fair market value of the Property, or as close to that value as possible, as determined by an appraiser, with the cost thereof to be split equally between the parties. Either party can pay the full cost of the appraisal and be reimbursed 50% of that cost at the closing. Respondent shall comply with access for the appraiser and shall do whatever is necessary to allow the appraisal to take place. If the parties do not reach an agreement as to a realtor within 10 days of this Order, the Property shall be listed with the following realtor, appointed by the Court: David L. Rose, Century 21 Miramar Realty, Inc., 7979 Miramar Parkway, Miramar, FL 33023,

Respondent shall be responsible for all expenses and payments due on the Property until the time

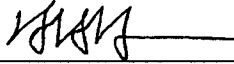
of sale. Petitioner must approve the terms of the sale, in writing, prior to a Contract for Sale of the Property being signed by Respondent. Petitioner and/or his attorney shall be notified of and may attend the closing on the Property, and Respondent shall timely furnish all documentation relating to the closing to the Petitioner's counsel, Anthony J. Aragona, III.

10. The Court makes no award of alimony to either party in this matter, and each party shall bear their own attorney's fees and costs.

11. The wife has testified at trial that her current address is 6801 Harding Ave., Apt. 509, Miami Beach, FL 33141, and the husband's current address is 840 Virginia Gardens Drive, Boynton Beach, FL 33435. Each party is required to keep the Court informed of any change of their physical address by filing a written notice with the Clerk of Court, Family Law Division, and providing a copy to the other party. The Court finds that Respondent's claims of domestic violence to be unsupported by any record evidence. Accordingly, the Attorney General is directed to disclose the address of Respondent, Julie M. Gonzalez, a/k/a Julia M. Gonzalez on record with the Address Confidentiality Program to Anthony J. Aragona, III, attorney for the Petitioner, upon written request. Each party must disclose and update the Court with the actual address where they currently physically reside, and disclosure of a post office box shall not be sufficient to comply with this requirement.

12. The Court reserves jurisdiction to enforce this Final Judgment and retains jurisdiction to hold the parties in contempt for their failure to fully comply with the terms of this Final Judgment of Dissolution. Each party shall be deemed to have been properly noticed of future proceedings, including contempt proceedings, by use of the address that was last provided to the Court pursuant to Paragraph 11 of this Judgment.

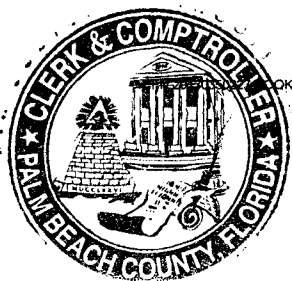
DONE AND ORDERED in Chambers at Palm Beach County, Florida, on this 29th day of
July, 2013.



HONORABLE CIRCUIT JUDGE

COPIES FURNISHED TO:

Anthony J. Aragon, III, Attorney for Petitioner, 5097 Sancerre Cir., Lake Worth, FL 33463
Lloyd G. Wickboldt, 840 Virginia Gardens Drive, Boynton Beach, FL 33435
Julie M. Gonzalez, 6801 Harding Ave., Apt. 509, Miami Beach, FL 33141



BOOK 26235 PAGE 638, 5 OF 5

I hereby certify that the foregoing is a true copy
of the record in my office this day, Oct 08, 2013.
Sharon R. Bock, Clerk Circuit Court, Palm Beach County, Florida
BY Sharon R. Bock Deputy Clerk

9/14/12

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 502010 DR 003810 XXX SB
DIVISION: FY

FAMILY DIVISION

LLOYD Wickbatt
Petitioner,

and

Julie M Gonzalez
Respondent.

ORDER SETTING TRIAL

THIS CASE came before the Court, for a status conference on Aug 22, 2012, Notice to Set Cause for Trial having been filed by one of the parties. After review of the file, it is hereby

ORDERED AND ADJUDGED that this case is set for trial on June 28, 2013 before the Honorable Rosemarie Scher in Courtroom 2, South County Courthouse, Delray Beach, Florida.

(2) day(s) has been reserved for this trial. The matters to be heard are Annulment / Divorce (DE # 126) and Court (DE # 10).

The Petitioner and the Respondent have an obligation to make a good faith effort to resolve this case. Towards that end, the parties are ordered to attend a pre-trial mediation that must take place no later than thirty (30) days before the first day of trial of this case. Failure to attend pre-trial mediation absent an order waiving same may result in the striking of the case from the trial docket and/or additional sanctions.

If either party seeks implementation of the Uniform Pretrial Procedures Family Division Fifteenth Judicial Circuit, he or she shall submit to the Court a pleading requesting same within fifteen (15) days of the date of the Order Setting Trial, along with stamped envelopes addressed to all counsel and pro se litigants in this case and an order establishing pretrial procedures will automatically be entered. If an interpreter is needed for a party or witness in this case, it shall be the responsibility of the party needing same to provide a qualified interpreter.

DONE AND ORDERED in West Palm Beach, Palm Beach County, Florida this _____ day of _____, 20_____.

SIGNED & DATED

SEP 14 2012

ROSEMARIE SCHER

Rosemarie Scher, Circuit Court Judge

Copies furnished:

This notice is provided pursuant to Administrative Order No. 2.207-6/10

“If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Krista Garber, Americans with Disabilities Act Coordinator, Palm Beach County Courthouse, 205 North Dixie Highway West Palm Beach, Florida 33401; telephone number (561) 355-4380 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.”

“Si usted es una persona minusválida que necesita algún acomodamiento para poder participar en este procedimiento, usted tiene derecho, sin tener gastos propios, a que se le provea cierta ayuda. Tenga la amabilidad de ponerse en contacto con Krista Garber, 205 N. Dixie Highway, West Palm Beach, Florida 33401; teléfono número (561) 355-4380, por lo menos 7 días antes de la cita fijada para su comparecencia en los tribunales, o inmediatamente después de recibir esta notificación si el tiempo antes de la comparecencia que se ha programado es menos de 7 días; si usted tiene discapacitación del oído o de la voz, llame al 711.”

“Si ou se yon moun ki enfim ki bezwen akomodasyon pou w ka patisipe nan pwosedi sa, ou kalifye san ou pa gen okenn lajan pou w peye, gen pwovizyon pou jwen kèk èd. Tanpri kontakte Krista Garber, kòdonatè pwogram Lwa pou ameriken ki Enfim yo nan Tribinal Konte Palm Beach la ki nan 205 North Dixie Highway, West Palm Beach, Florida 33401; telefòn li se (561) 355-4380 nan 7 jou anvan dat ou gen randevou pou parèt nan tribinal la, oubyen imedyatman apre ou fin resevwa konvokasyon an si lè ou gen pou w parèt nan tribinal la mwens ke 7 jou; si ou gen pwoblèm pou w tande oubyen pale, rele 711.”

4/11

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE MARRIAGE OF:

CASE NO: 50 2010 DR003810XXXXSB FY

LLOYD G. WICKBOLDT,

Petitioner/Husband,
and

JULIE M. GONZALEZ,

Respondent/Wife.

MOTION TO WITHDRAW

COMES NOW, counsel for Respondent/Wife, JULIE M. GONZALEZ, and moves this Honorable Court for an Order allowing LAURA SCHANTZ, ESQ., of the Law Offices of Schantz & Schantz, P.A. to withdraw from any further representation of the Respondent/Wife, JULIE M. GONZALEZ, for, as grounds therefore would show:

1. That irreconcilable differences have developed between the undersigned counsel and the Respondent/Wife, JULIE M. GONZALEZ.

WHEREFORE, the undersigned counsel asks this Honorable Court for an Order allowing her to withdraw from any further representation of the Respondent/Wife, JULIE M. GONZALEZ

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-mail this 11 day of April, 2013 to: Anthony J. Aragona, III, Esq., via e-mail anthony.aragona@att.com and Julie M. Gonzalez, via confidential e-mail.

SCHANTZ & SCHANTZ, P.A.
1555 North Park Drive, Suite 103
Weston, Florida 33326
(954) 385-1536 Telephone
(954) 358-1780 Facsimile
mail@schantzandschantz.com

BY: 

LAURA SCHANTZ, ESQ.
Florida Bar No.: 351032

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE MARRIAGE OF: CASE NO: 50 2010 DR003810XXXXSB FY

LLOYD G. WICKBOLDT,

Petitioner/Husband,
and

JULIE M. GONZALEZ,

Respondent/Wife.

NOTICE OF HEARING

TO: Anthony J. Aragona, III, Esq.
Via e-mail: anthony.aragona@att.com

Julie M. Gonzalez
Via confidential e-mail

YOU ARE HEREBY NOTIFIED that the above-styled cause is set for hearing before **Honorable Judge David E. French** in the above-styled Court, at the Palm Beach South County Courthouse, 200 West Atlantic Avenue, Delray Beach, Florida 33444 Courtroom 2 or in the absence or disqualification of said Judge, this cause will be brought on for hearing before one of the other Judges present and available and qualified to act thereon.

DATE: April 25, 2013

TIME: 8:45 a.m. (Motion Calendar)

JUDGE: Honorable Judge David E. French

MATTER: Motion to Withdraw

The undersigned hereby certifies that a bonafide effort has been made to resolve the matters in dispute prior to the setting of this hearing.

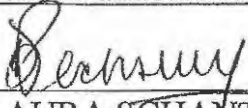
"If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the ADA Coordinator, Room 470, 201 S.E. Sixth Street, Fort Lauderdale, Florida 33301, 954-831-7721 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711."

PLEASE GOVERN YOURSELF ACCORDINGLY

I HEREBY CERTIFY that a true and correct copy of this Notice of Hearing was furnished by e-mail on this 11 day of April, 2013 to the above addressee(s).

SCHANTZ & SCHANTZ, P.A.
1555 North Park Drive, Suite 103
Weston, Florida 33326
(954) 385-1536
mail@schantzandschantz.com


BY:



LAURA SCHANTZ ESQ.,
Florida Bar No. 351032

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished
by e-mail this 29 day of April, 2013 to: Anthony J. Aragona, III, Esq., via e-mail
anthony.aragona@att.com and Julie M. Gonzalez, via confidential e-mail.

SCHANTZ & SCHANTZ, P.A.
1555 North Park Drive, Suite 103
Weston, Florida 33326
(954) 385-1536 Telephone
(954) 358-1780 Facsimile
mail@schantzandschantz.com

BY: 
LAURA SCHANTZ, ESQ.
Florida Bar No.: 351032

4/29

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE MARRIAGE OF: CASE NO: 50 2010 DR003810XXXXSB FY

LLOYD G. WICKBOLDT,

 Petitioner/Husband,
and

JULIE M. GONZALEZ,

 Respondent/Wife.

NOTICE OF HEARING

TO: Anthony J. Aragona, III, Esq.
Via e-mail: anthony.aragona@att.com

Julie M. Gonzalez
Via confidential e-mail

YOU ARE HEREBY NOTIFIED that the above-styled cause is set for hearing before **Honorable Judge David E. French** in the above-styled Court, at the Palm Beach South County Courthouse, 200 West Atlantic Avenue, Delray Beach, Florida 33444 Courtroom 2 or in the absence or disqualification of said Judge, this cause will be brought on for hearing before one of the other Judges present and available and qualified to act thereon.

DATE: **May 14, 2013**

TIME: **8:45 a.m. (Motion Calendar)**

JUDGE: **Honorable Judge David E. French**

MATTER: **Amended Motion to Withdraw**

The undersigned hereby certifies that a bonafide effort has been made to resolve the matters in dispute prior to the setting of this hearing.

"If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the ADA Coordinator, Room 470, 201 S.E. Sixth Street, Fort Lauderdale, Florida 33301, 954-831-7721 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711."

PLEASE GOVERN YOURSELF ACCORDINGLY

I HEREBY CERTIFY that a true and correct copy of this Notice of Hearing was furnished by e-mail on this 29 day of April, 2013 to the above addressee(s).

SCHANTZ & SCHANTZ, P.A.
1555 North Park Drive, Suite 103
Weston, Florida 33326
(954) 385-1536
mail@schantzandschantz.com

BY: _____
LAURA SCHANTZ ESQ.,
Florida Bar No. 351032

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE MARRIAGE OF: CASE NO: 50 2010 DR003810XXXXSB FY

LLOYD G. WICKBOLDT,

Petitioner/Husband,
and

JULIE M. GONZALEZ,

Respondent/Wife.

ORDER GRANTING MOTION TO WITHDRAW

THIS CAUSE, having come before this Court on the counsel for the Petitioner's Motion to Withdraw, and this Court having heard arguments of counsel, and otherwise being fully advised in the premises; it is hereby:

ORDERED AND ADJUDGED that the Motion to Withdraw is hereby granted and this Court orders all further pleadings shall be sent to the Respondent, Julie M. Gonzalez, at 17103 SW 39th Court, Miramar, FL 33027.

DONE AND ORDERED in Chambers, Delray Beach, Palm Beach County, Florida, this _____ day of _____, 2013.

SIGNED & DATED

MAY 14 2013

David E. French
Circuit Court Judge
DAVID E. FRENCH

Copies Furnished:
Laura Schantz, Esq.
Anthony J. Aragona, III, Esq.

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA**

IN RE: The Marriage of

LLOYD G. WICKBOLDT,

CASE NO. 502010DR003810XXXXSB/ Div. FY

Petitioner,

and

JULIE M. GONZALEZ,

Respondent.

**ORDER ON RESPONDENT'S MOTION FOR RETURN OF PERSONAL PROPERTY,
MOTION FOR EXCLUSIVE USE AND POSSESSION OF VEHICLE AND MOTION TO
VACATE FREEZE ON RESPONDENT/WIFE'S AMTRUST PREMARITAL
CERTIFICATE OF DEPOSIT**

THIS CAUSE came before the Court on March 25, 2013, upon the Respondent's Motion for Return of Personal Property, Motion for Exclusive Use and Possession of Vehicle and Motion to Vacate Freeze on Respondent/Wife's Amtrust Premarital Certificate of Deposit, and the undersigned Judge, having been provided with all pertinent documents by counsel for both parties, having heard testimony of the parties and argument of counsel upon the above Motions, and being otherwise fully advised in the premises herein, it is,

ORDERED AND ADJUDGED as follows:

1. Respondent's Motion for Return of Personal Property is granted only to the extent that Petitioner return any and all documents or personal property in his possession, custody or control to Respondent's counsel within 15 days from the date of entry of this Order.
2. Respondent's Motion for Exclusive Use and Possession of Vehicle is granted during the pendency of this action, but the Court makes no requirement that the Petitioner make

any payments, current or arrears, towards the subject vehicle, a 2006 Lexus IS 350, VIN #JTHBE262762005254.

3. Respondent's Motion to Vacate Freeze on Respondent/Wife's Amtrust Premarital Certificate of Deposit is **DENIED**.

4. This Court further orders that due to the Respondent's refusal to provide her current address, that counsel for the Respondent, Schantz & Schantz, P.A., 1555 North Park Drive, Suite 103, Weston, FL 33326, shall accept service of any and all correspondence or legal papers on behalf of the Respondent, whether it is regarding the instant case or any other matter, whether delivered by U.S. Mail, Certified Mail, Return Receipt Requested, process server, hand delivery, e-mail or any other reasonable means of service or delivery and that delivery or service of any such correspondence or legal paper to Respondent's counsel shall constitute valid legal service upon the Respondent.

DONE and **ORDERED** in Chambers at Palm Beach County, Florida this ____ day of _____, 2013.

CIRCUIT COURT JUDGE

SIGNED & DATED
APR 04 2013
CIRCUIT JUDGE
DAVID E. FRENCH

Copies furnished to:

Anthony J. Aragona, III, Esq., 5097 Sancerre Cir., Lake Worth, FL 33463

Dana Pechersky, Esq., Schantz & Schantz, P.A., 1555 North Park Drive, Suite 103, Weston, FL 33326

IN THE FIFTEENTH JUDICIAL CIRCUIT COURT
IN AND FOR PALM BEACH COUNTY, FLORIDA
CASE NO: 502010DR003810

IN RE: THE MARRIAGE OF:

LLOYD G. WICKBOLDT,

Petitioner/Husband,

and

JULIE M. GONZALEZ,

Respondent/Wife.

-----/

TRANSCRIPT OF PROCEEDINGS

VOLUME 1 (Pages 1-83)

DATE TAKEN: Friday, June 28, 2013
TIME: 10:18 a.m. - 11:53 a.m.
PLACE: South County Courthouse
200 West Atlantic Avenue
Courtroom 7
Delray Beach, Florida 33444
BEFORE: HONORABLE HOWARD HARRISON

This cause came on to be heard at the time and
place aforesaid, when and where the following
proceedings were reported by April Goldberg,
Professional Reporter.

APPEARANCES FOR THE PETITIONER

ANTHONY J. ARAGONA III, ESQUIRE
ANTHONY J. ARAGONA III, P.A
5097 Sancerre Circle
Lake Worth, Florida 33463

APPEARANCES FOR THE RESPONDENT

JULIE M. GONZALEZ, PRO SE
821 Harding Avenue, #509
Miami Beach, Florida 33411

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- - - - -

1 THE COURT: Good morning.

2 MS. GONZALEZ: Good morning.

3 MR. ARAGONA: Good morning, Your Honor.

4 THE COURT: Please be seated. Okay. Court
5 reporter, okay, good. Can we have everybody
6 announce their presence, please?
7

8 MR. ARAGONA: Anthony Aragona for the
9 petitioner, Lloyd G. Wickboldt.
10

11 MS. GONZALEZ: Julie Gonzalez.

12 THE COURT: Thank you. Does either side wish
13 to make an opening statement?

14 MR. ARAGONA: I would like to, Your Honor. We
15 probably have a little housekeeping to discuss
16 before I start that. Ms. Gonzalez' attorney
17 withdrew a couple months ago, and have been unable
18 to reach her. She has given the Court numerous
19 fake addresses, or false addresses, and mail was
20 coming back; mail from the court as well as myself.

21 So I could not coordinate any pretrial
22 discovery, or exchange of exhibit list, et cetera,
23 with her. There was no pretrial order entered.
24 She's now filing, and we went for an expedited
25 pretrial conference back on June 17 before Judge

1 French. Judge French said in no uncertain terms
2 the trial is going forward. There will not be any
3 granting of any continuances. And now Ms. Gonzalez
4 has filed a motion for continue that she needs a
5 lawyer, et cetera.

6 THE COURT: I thought Judge French's judicial
7 assistant advised that that was already heard.

8 MR. ARAGONA: No. This has just been filed on
9 June 20.

10 THE COURT: This says there actually was a
11 motion to continue on this very basis because it
12 had already been heard.

13 MR. ARAGONA: Well, we went to the pretrial
14 conference and she raised it ore tenus. She raised
15 that to the Court.

16 THE COURT: Right.

17 MR. ARAGONA: And the Court said under no
18 circumstances --

19 THE COURT: Well, for the circumstances that
20 are contained in this motion, I was told that's
21 already been discussed.

22 MR. ARAGONA: They've been discussed and
23 dispensed with.

24 THE COURT: And that he made a ruling on it.

25 MR. ARAGONA: That's correct, although not

1 written.

2 THE COURT: Well, where is this motion?

3 MR. ARAGONA: I have a copy of it. It's my
4 only copy, but if you'd like to take a look at it.
5 It should be in the court file.

6 THE COURT: Is this the one was filed on
7 June 20?

8 MR. ARAGONA: That's correct.

9 THE COURT: Okay. Is there anything you
10 wanted to add, Ms. Gonzalez, with regard to what's
11 contained in your motion?

12 MS. GONZALEZ: Yes, Your Honor. If you
13 would --

14 THE COURT: Just speak a little louder,
15 please.

16 MS. GONZALEZ: Yes, Your Honor. If you would
17 please, first of all, good morning. If you would
18 please allow me to make a request. I know that you
19 just said something, but I just need to bring this
20 to your attention, please.

21 Your Honor, I need the Court to know I
22 had placed a motion for continuance of this trial
23 nine days ago. Please let me assure you, let me
24 assure this Court, that this request is not
25 intended for delay of proceedings, but in good

1 faith. For three years I've waited for the day I
2 could bring to this Court, my case this time when
3 we present it in court. But now after three years,
4 I find myself without an attorney. My attorney
5 withdrew from the case, and I never received
6 notification of such, nor did I receive
7 notification from the Court that this motion was
8 granted. I ask the Court to forgive me, but I do
9 not know anything about court procedures,
10 knowledge, et cetera. I have never been in front
11 of a judge, or in a courtroom before this divorce.
12 I am not prepared emotionally or mentally to
13 represent myself in court. I know how important it
14 is to have proper legal representation in court,
15 especially when the opposing party is well
16 represented.

17 Your Honor, I have done everything in my
18 power to find -- to find out information needed for
19 continuance of this trial. It was not easy -- it
20 was not an easy thing to do, especially when you
21 don't know what to look for or where to look for
22 it, but I was finally able to file a notice of
23 hearing for continuance. I brought it with me. I
24 respectfully ask the Court to allow me to properly
25 represent -- to be represented in court, in your

1 court. I ask the Court for a fair chance to
2 properly have an attorney introduce my case, and
3 the evidence to this Court.

4 Thank you, Your Honor.

5 MR. ARAGONA: Your Honor, may I respond?

6 THE COURT: You may.

7 MR. ARAGONA: I spoke with Ms. Gonzalez'
8 former attorney telephonically last week, and I
9 said Ms. Gonzalez had represented that they never
10 sent her the motion or order of continuance, and
11 she wasn't advised. They said that's categorically
12 not true, and that they advised her both verbally,
13 and they sent to the order to the address that she
14 supplied to them, and the motion.

15 Lastly, I'd like to say this trial was
16 set on September 14, 2012. Almost a year, I mean,
17 about eight or nine months ago. Ms. Gonzalez has
18 been represented by three attorneys, who have all
19 withdrawn, and I'm not sure of the reasons, but
20 they've all withdrawn. She's had adequate, every
21 adequate opportunity to secure counsel. She had
22 competent counsel, and it's her own problem and her
23 own fault she comes here today unprepared and
24 without counsel. And I request that we proceed,
25 and her motion for continuance be denied, as it was

1 from Judge French already.

2 THE COURT: Motion for continuance is denied.

3 MR. ARAGONA: Your Honor, the second motion
4 Ms. Gonzalez has filed is a motion to hold my
5 client in contempt. I don't want to go through the
6 entire motion. It's for some represented failure
7 to obey a court order, and I would represent to the
8 Court that pursuant to Judge French's order, my
9 client through me, returned all papers and
10 documents, and the Court -- and two CDs worth of
11 information from a computer in compliance with that
12 order, and there should be no contempt proceeding
13 against my client.

14 THE COURT: Well, that's not set for today,
15 anyway.

16 MR. ARAGONA: No. I'd like to proceed with an
17 opening statement.

18 THE COURT: You may.

19 MR. ARAGONA: The marriage between these
20 parties in this case was a sham, and we're asking
21 the Court for annulment of the marriage. The
22 marriage itself was merely a subterfuge for
23 Ms. Gonzalez, who has numerous false names and
24 false fake birth dates to steal probably in excess
25 of \$300,000 of my client's funds, Dr. Wickholdt.

1 IN THE FIFTEENTH JUDICIAL CIRCUIT COURT
2 IN AND FOR PALM BEACH COUNTY, FLORIDA
3 CASE NO: 502010DR003810

4 IN RE: THE MARRIAGE OF:

5 LLOYD G. WICKBOLDT,

6 Petitioner/Husband,

7 and

8 JULIE M. GONZALEZ,

9 Respondent/Wife.
10 -----/

11
12
13 TRANSCRIPT OF PROCEEDINGS

14 VOLUME 2 (Pages 84-255)

15
16 DATE TAKEN: Friday, June 28, 2013
17 TIME: 1:33 p.m. - 4:38 p.m.
18 PLACE: South County Courthouse
19 200 West Atlantic Avenue
20 Courtroom 7
21 Delray Beach, Florida 33444
22 BEFORE: HONORABLE HOWARD HARRISON

23 This cause came on to be heard at the time and
24 place aforesaid, when and where the following
25 proceedings were reported by April Goldberg,
26 Professional Reporter.

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1 on the name Wickboldt. In her Will, I'm only referred
2 to as Lloyd Wickboldt. We have documents that show that
3 she refers to me as a friend and -- after the wedding.
4 And there was no action ever taken by her in all this
5 financial movement of money that is moving money in any
6 sort of joint way. It's always into her possession and
7 into her family and her lover's possession, et cetera.
8 So there never is a marriage here.

9 Q. Two last things I want ask you. First of all,
10 besides knowing that you didn't sign certain checks or
11 other documents which we have and we may use with
12 Ms. Gonzalez, how did you know where Ms. Gonzalez would
13 forge your signature? Were there any earmarks on the
14 signature that would alert you that it was forged?

15 A. Oh, yeah. Whenever I -- you know, I often
16 sign my name Lloyd Wickboldt, M.D. or L. Wickboldt, M.D.
17 And the degree of doctor of medicine is capital M,
18 capital D. She very specifically, when she forges my
19 name, uses capital M, small D, and that's just not a
20 mistake a medical doctor would do.

21 Q. So any signatures we have that has a small D
22 at the end are not your signatures?

23 A. That's correct.

24 Q. Lastly, as you sit here today, knowing
25 everything that you know now, would you have ever

1 Q. Who was at the wedding?

2 A. My son was at the wedding.

3 Q. And how many children do you have?

4 A. Oh, my -- I have six children.

5 Q. So how come they weren't at the wedding?

6 MR. ARAGONA: Outside the scope of direct.

7 Your Honor, can we move along to get to the issue
8 of why she stole all his money from my client?

9 MS. GONZALEZ: I'm sorry, but you took how
10 many hours and I just --

11 THE WITNESS: And you're not finished yet.

12 THE COURT: Well, I understand, but see, that
13 doesn't mean you can ask questions that aren't
14 relevant, just because he took a lot of time.

15 MS. GONZALEZ: Okay. No, I'm trying, Your
16 Honor. I have no experience in this.

17 THE COURT: It might be helpful to you if --
18 in other words, they've alleged through the
19 evidence that they've presented here that you
20 misrepresented your age --

21 MS. GONZALEZ: Right.

22 THE COURT: -- in getting married.

23 MS. GONZALEZ: Not true.

24 THE COURT: The name, the name and that you've
25 tried to keep this discrepancy about your age from

1 your husband throughout the marriage, that you did
2 that.

3 MS. GONZALEZ: Right.

4 THE COURT: Two, that you basically diverted
5 funds that were marital funds and diverted them to
6 your own use and not for the marriage. That's
7 essentially, that's what we're dealing with here.

8 MS. GONZALEZ: Right. But I'm --

9 THE COURT: Those are the things that, you
10 know, you need to deal with and direct your
11 questions toward. How many people were at the
12 wedding or how many people from your family or how
13 many people from his family, I don't know that that
14 helps me decide this.

15 MS. GONZALEZ: I have another question. There
16 was evidence introduced earlier from AmTrust --

17 THE COURT: In other words, you were on target
18 when you started, when you started with the Capital
19 One account and you said, well, these charges on
20 this Capital One account were used for our
21 honeymoon cruise, our honeymoon thing and they were
22 used for things that would be marital expenses. So
23 I mean, I thought that's where you were headed --

24 MS. GONZALEZ: Right.

25 THE COURT: -- but you got diverted there.

1 MS. GONZALEZ: Yes, I guess I wanted to prove
2 that he used that credit card when he went to New
3 Orleans.

4 THE COURT: His testimony is he did not.
5 That's his testimony. He did not. And his
6 testimony is he thought you were using other credit
7 cards, which he says, regardless of what credit
8 card was being used, he was paying for it. In
9 other words, when I say he was paying for it, it
10 was being paid out of --

11 THE WITNESS: My funds.

12 THE COURT: And the funds were going to pay
13 for those credit cards at his -- and he's saying
14 that a lot of those charges on that account, which
15 he didn't even know he had, were used for things
16 that were outside of the marriage.

17 MS. GONZALEZ: Okay.

18 BY MS. GONZALEZ:

19 Q. Mr. Wickboldt, I wanted to ask you, in July of
20 2007, did an event happen in your life in July 2007?

21 THE COURT: This is still cross. You can ask
22 your -- you can ask a leading question and say, in
23 July, he said that he didn't know the exact date,
24 isn't this what happened. You don't have to jog
25 his memory, you can just say specifically yes or

1 no. You can ask leading questions.

2 THE WITNESS: Okay.

3 BY MS. GONZALEZ:

4 Q. In July of 2007, Mr. Wickboldt, did you come
5 into the house with a baseball bat?

6 A. No, I did not.

7 Q. In July of 2007, when we were living in Boca
8 Raton, there's a police record --

9 MR. ARAGONA: Objection. She's testifying.

10 THE WITNESS: We have the police report, but
11 there's no bat involved.

12 THE COURT: He says, no, he didn't come in
13 with a baseball bat. Your next question, I guess,
14 is: Well, weren't the Boca Raton Police Department
15 called and --

16 MS. GONZALEZ: Right.

17 THE COURT: -- did they come to the house?

18 And I think he referred to, yes, they did.

19 BY MS. GONZALEZ:

20 Q. They did. And what did you tell them?

21 A. First of all, that incident was the one
22 argument we had and it was over moving into your house.
23 I wanted to move into the house and you were telling me
24 that it was just because of old feelings you had about
25 Josef, you didn't want to move into the house. And I

1 home.

2 MS. GONZALEZ: It was three days. I had left
3 the house and he came --

4 MR. ARAGONA: Testimony, Your Honor.

5 THE COURT: I'm going to give you a chance to
6 testify, but it's questions now. If it helps you
7 in your questioning, the things that are concerning
8 me in this case are the way the money is --

9 MS. GONZALEZ: Okay.

10 THE COURT: -- and the testimony concerning
11 the way the money was handled and what was the
12 money and where it went. So if you want --

13 MS. GONZALEZ: Thank you for reminding me,
14 Your Honor.

15 THE COURT: He's already said that he -- that
16 he's a recovering alcoholic, that he's gotten some
17 treatment. He's already said all those things.
18 He's not hidden that, so...

19 BY MS. GONZALEZ:

20 Q. Do you remember how long -- when you came back
21 from Gainesville, do you remember where you were sent to
22 for treatment?

23 A. I reported to my PRN facilitator. He's the
24 local representative of PRN, Florida Physician Recovery
25 Network. As a matter of fact, we were leasing his home,

1 MS. GONZALEZ: What he was thinking?

2 THE COURT: No, what you were thinking.

3 That's what that question was, and he's not allowed
4 to give opinions as to that. We only let Madam
5 Rose do that.

6 MS. GONZALEZ: I don't even know what to ask
7 because it seems like I'm making statements.

8 THE COURT: Well, I kind of directed you where
9 the problems are in this case. And the problems
10 are about -- well, there's one problem, which
11 probably I don't see it as a big problem, but that
12 is that the petitioner here is asserting that he
13 was misled into thinking that he was marrying
14 someone who was 40 years old as opposed to somebody
15 that was 50 years old. So, you know, that is that.
16 But the real, the real crux of this case is the
17 money.

18 MS. GONZALEZ: Okay, the money.

19 THE COURT: And, you know, what was done with
20 the money. That's the real crux of this case. You
21 know, all these, you know, the furniture, the fans
22 and that, I mean, that's really --

23 MS. GONZALEZ: What is --

24 THE COURT: -- not the really big issue here.

25 MS. GONZALEZ: May I ask him another question,

1 Q. Okay. Why were you seeing this doctor?

2 A. I was seeing him for the chronic pain in my
3 Achilles tendons and heels and lower legs.

4 Q. What medications was he giving you?

5 A. He had prescribed a hydrocodone and oxycodone.

6 Q. And what is this type -- what classification
7 is that?

8 A. They're opioid analgesics.

9 Q. I'm sorry?

10 A. They are opioid analgesics.

11 Q. Okay. I believe, as a matter of fact --

12 MR. ARAGONA: Objection.

13 THE COURT: You believe means you have some --
14 have an opinion.

15 MS. GONZALEZ: Your Honor, he testified in
16 front of Judge Burton that he, first of all --

17 THE COURT: I don't care what he told Judge
18 Burton. Like I told you, the real issue here is
19 the money, and that's where we need to direct your
20 attention.

21 MS. GONZALEZ: Well, how do I get to the
22 money? How do I get to ask him about the money?
23 The money --

24 THE COURT: He's basically said he's got some
25 health issues and he goes constantly to deal with

1 MR. ARAGONA: You remember that you were
2 almost held in contempt by Judge French for failing
3 to give your address, were you not?

4 THE WITNESS: I have no idea what --

5 MR. ARAGONA: Do you not?

6 THE WITNESS: No.

7 MR. ARAGONA: You don't remember that?

8 THE WITNESS: I remember that he forced me --

9 THE COURT: Hand it to me from the witness
10 stand, please.

11 MR. ARAGONA: I'm not interested in your silly
12 card.

13 THE COURT: You want her address or where she
14 lives?

15 MR. ARAGONA: I want the address where she
16 lives.

17 THE COURT: Where are you living now, the
18 address where you are living?

19 THE WITNESS: 6801 -- I've already given the
20 address.

21 MR. ARAGONA: I'm asking you a question under
22 oath, ma'am.

23 THE COURT: Are you going to answer the
24 question or I'll decide the case right now.

25 THE WITNESS: 6801 Collins Avenue (phonetic),

1 Q. It's not?

2 A. No. There's a note here from my accountant.

3 Q. Okay, but I'm not asking you about a note.

4 I'm asking you -- excuse me, let me see.

5 A. I've never done myself.

6 Q. What does it say under preparer's signature?

7 A. Self-prepared.

8 Q. Thank you, ma'am.

9 MR. ARAGONA: I'd like to introduce
10 Exhibit 25. Thank you, Your Honor.

11 THE COURT: Admitted.

12 Are these credit cards all still open or
13 they've been closed?

14 MR. ARAGONA: Is the Capital One account open?

15 THE COURT: No, the AMEX and Discover card,
16 the Macy's card, Victoria's Secret.

17 MR. ARAGONA: Your Honor, can I have Exhibit 7
18 so I can question the witness?

19 THE COURT: I can't seem to find it.

20 MR. ARAGONA: Well, I'll use this copy that I
21 have.

22 BY MR. ARAGONA:

23 Q. I'm going to show you a copy of Exhibit 7. Do
24 you recognize that signature on that document?

25 A. Yes.

1 Q. And what does that document show?

2 A. It shows my signature.

3 Q. Does it show you removed \$96,000 --

4 A. Yes.

5 Q. -- on December 15, 2009?

6 A. That's correct.

7 Q. Yeah, and I'd like you to go to the next two
8 pages after that, please. I think it's two, it might be
9 three.

10 A. What page is that?

11 Q. There's another withdrawal for \$6,533.92. Do
12 you see that?

13 A. Yes.

14 Q. Did you make that withdrawal, as well?

15 A. Yes.

16 Q. Next page, please.

17 A. Six thousand -- but that's my account. Yes,
18 it has my signature.

19 Q. Yeah, there's another one for \$9,000 on the
20 next page?

21 A. Yes.

22 Q. Did you make that withdrawal?

23 A. Yes.

24 Q. Another one for \$1200 on the next page, did
25 you make that withdrawal?

1 A. Yes.

2 Q. And what was the date of that withdrawal?

3 A. The last one?

4 Q. Yes.

5 A. 12/24.

6 Q. What did you do with all that money?

7 A. I removed that money after Lloyd Wickboldt --
8 this was on the 15th.

9 Q. I'm asking you, what did you do with that
10 money? Listen very carefully. What did you do with
11 that money?

12 A. I'm answering the question. I took that money
13 out of the bank, as you can see.

14 THE COURT: Where did you put it?

15 THE WITNESS: I was -- Your Honor, I was in a
16 shelter and I took all that money with me to the
17 shelter because I --

18 THE COURT: Where is the money now?

19 THE WITNESS: After -- that was in 2009. Now
20 is 2013. That's the reason why I don't have an
21 attorney. I've run out of that money --

22 BY MR. ARAGONA:

23 Q. You stole all the money from my client, you
24 don't have an attorney?

25 A. I did not steal anything from your client.

1 MR. ARAGONA: You know what, I have no more
2 questions.

3 THE COURT: Okay. Thank you.

4 Is there anything you want to say about
5 this? And you really need to explain --

6 THE WITNESS: Yes, Your Honor.

7 THE COURT: You really need to explain what
8 happened to all this money.

9 THE WITNESS: Your Honor, if I could have a
10 moment to explain.

11 THE COURT: I gather your testimony is that
12 you gave it all to your lawyers.

13 THE WITNESS: Excuse me?

14 THE COURT: I gather your testimony is that
15 the money went to your lawyers --

16 THE WITNESS: No. Part --

17 THE COURT: -- defending this lawsuit.

18 THE WITNESS: Partly. I spent about \$30,000
19 in attorney's fees.

20 THE COURT: Okay.

21 THE WITNESS: But for four years or for three
22 and a half years or for three and three months
23 years, I have not received a penny from this man,
24 because I know that I took, that I took that money,
25 but I didn't take it to harm him or to do any -- or

1 THE COURT: Do you have any other funds
2 besides that? I'm looking at your financial
3 statement from back in -- it's a while ago, and you
4 show \$311,000.

5 THE WITNESS: That's probably with my -- I'm
6 not sure.

7 THE COURT: What about that? And you have not
8 done a financial statement, I guess, since then; is
9 that correct?

10 THE WITNESS: Probably not, Your Honor.

11 THE COURT: Quickly, did you want these folks
12 to testify?

13 THE WITNESS: Yes, of course.

14 THE COURT: What are they going to testify to?

15 THE WITNESS: They are going to testify about
16 my character, they --

17 MR. ARAGONA: Objection.

18 THE WITNESS: They're going to testify the
19 incidents with -- or whatever they had seen, I'm
20 not sure, I'll let them say.

21 THE COURT: Do they know anything about the
22 money?

23 THE WITNESS: No.

24 THE COURT: That's really the key to this
25 case.

1 THE WITNESS: Your Honor, the money, I was
2 acting --

3 THE COURT: I'm asking if they know anything.

4 THE WITNESS: No.

5 MR. ARAGONA: Of course not.

6 THE COURT: They'll testify as to your
7 reputation for truthfulness is good in the
8 community?

9 THE WITNESS: Yes. Yes.

10 THE COURT: And they are husband and wife?

11 THE WITNESS: Yes.

12 THE COURT: Okay. And they've known you for
13 how long?

14 THE WITNESS: For over 30 years.

15 THE COURT: For seven (sic) years. Okay.

16 THE WITNESS: Thirty.

17 MR. ARAGONA: I mean, Judge, if that's --

18 THE COURT: Can we have their names for the
19 record?

20 MR. DE LA TORRE: Roberto De La Torre, Your
21 Honor.

22 THE COURT: Okay, you can tell us what their
23 names are.

24 THE WITNESS: Oh.

25 THE COURT: You can tell the court reporter.

1 MR. ARAGONA: And return of the Lexus
2 automobile and title to her property, as well as
3 making her responsible for the Capital One credit
4 card account.

5 I think that's the only things that we
6 can ask for, because I don't think that
7 Ms. Gonzalez is going to be forthright and tell us
8 where she put all the money.

9 MS. GONZALEZ: Your Honor, may I say
10 something?

11 THE COURT: You may have your turn.

12 MS. GONZALEZ: That is totally false. I do
13 not have any money. The money is written there
14 \$96,000, which I took out because of my fear that
15 this man would even take that. I tried -- he
16 mentioned even in court that I had called him on
17 the 21st. There was a friend of his who called me
18 and told me that he wanted to speak with me. And I
19 told him that I wanted to do the income tax. That
20 was the only reason why I called him after he
21 assaulted me. I wanted to do the -- I wanted to do
22 separate income tax, and I wanted to go over that
23 money, and he started screaming and threatening me.
24 And that was the last of the conversation.

25 Through my attorneys, I have been

1 CERTIFICATE OF REPORTER

2
3 THE STATE OF FLORIDA

4 COUNTY OF PALM BEACH

5
6 I, April Goldberg, Florida Professional
7 Reporter, certify that I was authorized to and did
8 stenographically report the foregoing proceedings; and
9 that pages 1 through 254 contain a full, true and
10 correct transcription of my stenographic notes.11 The foregoing certification of this transcript
12 does not apply to any reproduction of the same by any
13 means unless under the direct control and/or direction
14 of the certifying reporter.15
16 Dated this 9th day of August, 2013.17
18 _____
19 APRIL GOLDBERG, FPR
20 Notary Public - State of Florida
21 My Commission Expires 6-16-16
22 Commission #EE173813
23
24
25

IN THE CIRCUIT OF THE FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA

UNIFIED FAMILY COURT

CASE NO: 5020 DR 0038 10 XXXXSB FY
DIVISION: FY

IN RE:

Hoyd G. Wickboldt
Petitioner,

and

Julie M Gonzalez
Respondent.

COPY
SOUTH COUNTY BRANCH OFFICE
ORIGINAL RECEIVED

JUN 20 2013

SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

MOTION

I, (print your name) Julie M Gonzalez, the [check one] Petitioner
 Respondent, in the case am requesting the following Motion:

[✓ the appropriate motion(s):]

- Continue the hearing on (matter being heard) DIVORCE Trial CONTINUANCE
(date) 6/28/2013 (time) 10:00 AM before Judge/Commissioner MANNION
- Dismiss (state action) FOR CONTINUANCE OF TRIAL
- Vacate the Court's Order which has been filed by the clerk as docket # _____
- Rehearing (check all that apply) of _____ Paternity, _____ Contempt, _____ Commitment.
- Waive Parenting/Mediation Requirements(s) for _____
- Other FOR CONTINUANCE

Here by JM requesting from the Court a
Continuance of trial set 6/28/13 at 10AM in
front of Judge Commissioner:

I never received notification of motion to withdraw
from my previous attorney, nor did I receive granting
motion to withdraw from the court.

My address listed with previous attorney and where all
previous correspondence has been mailed to and
received by me is: PO Box 7297 Tallahassee FL 32314
Above is my known mailing address for the last 2 1/2 yrs.

I request that I please be granted enough time to have
an attorney to represent me in court for trial.
→ present for this case →

over →

The following facts support the motion(s) checked above:

I request that I'm granted 3 months for my new attorney to be able to represent me, as it should be in court; and to have my voice heard through my attorney in court

This motion is made in good faith and NOT for the purpose of delay. I want than anyone else want and need my divorce to be final, but at point because of the circumstances previously discussed I need to respectfully request that this court enter an order granting this motion for continuance so that my attorney can properly prepare for trial.

Respectfully,
Thank you very much,
Julie M Gonzalez.

I HEREBY CERTIFY that a copy of this Motion has been mailed on (date) _____, 20____, by regular mail _____, certified mail , hand delivered _____, e-mailed _____ served to _____
6/21/2013

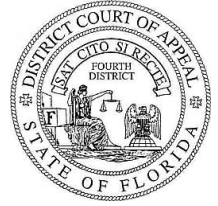
Name of other party Joyo G Wickboldt and to: Attorney (if any) ANTHONY J. ARAGONA
Address _____ Address 5097 Sanchez Circle
LAKE WORTH FL 33463

Sign your name
Julie Gonzalez

Print your name
Address 6801 Harding Ave #509
Miami Beach FL 33141
Telephone (City) 245-4653
E-mail Address(es): _____

IF A NON-LAWYER HELPED YOU FILL OUT THIS FORM, THEY MUST FILL IN THE BLANKS BELOW:

I, (name of non-lawyer) _____, a non-lawyer, located at (street) _____ (city) _____ (state) _____, (phone) _____, helped {name} _____, who is the (check one) _____ petitioner or _____ respondent, fill out this form.



**IN THE DISTRICT COURT OF APPEAL OF FLORIDA
FOURTH DISTRICT**

JULIE M. GONZALEZ,

Appellant,

vs.

LLOYD G. WICKBOLDT,

Appellee.

CASE NUMBER: 4DCA#: 13-4051

Lower Court Case No.: 2010DR003810XXXX

SB/Div.FY

REPLY BRIEF OF APPELLANT

CRAIG R. DEARR, ESQ.

Florida Bar No. 328170

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Attorneys for Appellant,

Julie M. Gonzalez

TABLE OF CITATIONS AND AUTHORITIES

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INTRODUCTION

In this Reply Brief of APPELLANT, the APPELLANT, JULIE M. GONZALEZ, will be referred to by title (i.e. APPELLANT). APPELLEE, LLOYD G. WICKBOLDT, will be referred by title (i.e. APPELLEE). When referencing pages in the Initial Brief of Appellants it will be referred to as “IB ___” and pages in the Appellee’s Answer Brief will be referred to as “AB ___”. The symbol “T” will refer to the portions of the transcript of the trial testimony on June 28, 2013. Trial exhibits and other documents referred to in this reply brief were attached to the Initial Brief in Appendix 1 and will be referred to as “A1. All emphasis has been supplied by counsel unless indicated to the contrary.

ARGUMENT

I.

DUE PROCESS REQUIRED THAT APPELLANT’S MOTION FOR CONTINUANCE BE GRANTED WHEN THERE WAS CIRCUMSTANCES WHICH SUPPORTED HER REQUEST AND NO DEMONSTRABLE PREJUDICE TO APPELLEE

APPELLEE’S assertion in both his argument and his statement of the case and facts¹ is that APPELLANT had notice of her prior counsel’s motions to withdraw and the notices of hearing on the motion because both documents contain a certificate of service that APPELLANT was notified “via confidential e-mail.”

¹ Contrary to the requirements of Rule 9.210, APPELLEE unnecessarily injects argument into his statement of the case and facts.

(AB 15). APPELLEE presents no record evidence, other than the certificates of service on the motions and notices of hearing, to support the assertion that APPELLANT actually had notice of the motions and hearings. Additionally counsel for APPELLEE refers to his representation to the court that APPELLANT’S prior counsel “...stated that they notified her both verbally and sent her a copy of the Motions to Withdraw, the Notices of Hearing and The Order Granting Withdrawal.” (AB 15). Apparently counsel’s argument is based on the contention that the trial court (and therefore this court) should accept his assertion that he was “notified” by prior counsel that notice was **sent**, but APPELLANT’S direct statement to the trial court, which were otherwise unrebutted, that she had **not received** the motions, notices of hearing or order, should be disregarded.

Although the certificate of service presents a presumption of service, that presumption can be rebutted by competent evidence and testimony. *Migliore v Migliore*, 717 So.2d 1077 (Fla. 4th DCA 1998). Furthermore, in the instant case there is additional documentary evidence that APPELLANT did not receive the order of withdrawal.² In the Order Granting Motion to Withdraw (A1 2), the order states only that copies were furnished to Laura Schantz, Esq. (APPELLANT’S prior counsel) and Anthony J. Aragona, III, Esq. (APPELLEE’S counsel). Even

² In his statement of the case and facts, APPELLEE argues that APPELLANTS assertion that she did not receive notice of the hearing on the motion was not supported by the record. (AB 2) However, later in the same section of his brief APPELLEE acknowledges that in her motion for continuance APPELLANT stated that she had not received the notice of hearing nor the order on the motion to withdraw. (AB 4).

the body of the order itself, which incorrectly states that “**Petitioner’s Motion to Withdraw**” was granted (APPELLANT was the Respondent below), does not state that the order is to be served, by any means, on APPELLANT, only that “...this Court orders all further pleadings shall be sent to the Respondent, Julie M. Gonzalez, at 17103 SW 39th Court, Miramar, FL 33027.” (A1 2). While APPELLEE tries to place any blame for not receiving the documents on APPELLANT, by asking this court to note that “...Ms. Gonzalez refused to provide any address or even an e-mail address to the undersigned or to the court,...” APPELLEE fails to give any reason why the order granting the motion to withdraw did not provide that a copy of the order was to be served on APPELLANT at whatever address they had, including the address specifically stated in the order. While there may be a dispute as to whether APPELLANT was given proper notice of the hearing and the entry of the order granting the motion to withdraw, there is no dispute that APPELLANT was not present at the hearing when the motion was granted. APPELLEE attempts to emphasize what he perceives as a lack of cooperation by APPELLANT without addressing the question of why the court, counsel for APPELLEE and APPELLANT’S prior counsel, did not properly show that any attempt was made to insure that APPELLANT received the order stating that her counsel had withdrawn. There is nothing in the order to indicate that such notice was given to APPELLANT.

Furthermore, if APPELLEE'S contention was accurate that APPELLANT had refused to provide any address, the court, as well as counsel for APPELLEE, could have inquired of former counsel for APPELLANT, at the hearing on the motion to withdraw, if another address, whether email or otherwise, was available for APPELLANT. Nothing in the order, or in APPELLEE'S argument, indicates that such an attempt was made.

As stated in her initial brief, it is APPELLANT'S contention that she was denied due process because her request for a continuance was denied when she stated she did not have timely notice that her prior counsel had withdrawn and she needed additional time to retain new counsel. (IB 7). As cited in her initial brief, *Yan v Byers*, 88 So.3d 392 (Fla. 4th DCA 2012) defines procedural due process as requiring both reasonable notice and meaningful opportunity to be heard. How could either notice or opportunity to be heard regarding the withdrawal have been given to APPELLANT if she did not receive the order granting the motion to withdraw. Even if she had received the order, the order did not simply state that her attorney had withdrawn, but actually stated that Petitioner's (APPELLEE'S) attorney had withdrawn.

APPELLEE argues that there were no extenuating circumstances which would have justified granting the motion for continuance made the day of the trial. (AB 13). Surely the defect in the order, which purported to grant the

motion to withdraw of APPELLANT'S prior counsel, would constitute extenuating circumstances. The order neither indicated on its face that it was being effectively served, or sent in any fashion to APPELLANT, nor correctly stated that it was APPELLANT'S, not APPELLEE'S, counsel who was withdrawing. APPELLEE also attempts to argue that he would have been prejudiced if the motion for continuance had been granted. APPELLEE'S only support of such prejudice is the conclusory statement that "[c]ertainly on the day of trial, the granting of such Motion would have prejudiced the Appellee, ..." without stating what prejudice would have been suffered by APPELLEE. Apparently he attempts to argue that "extraordinary inconvenience" because of counsel's extensive preparation, and that the trial had been set for nine months, is the prejudice suffered by APPELLEE. (AB 13). Inconvenience or delay could possibly have justified an award of attorney's fees in the right circumstance, but would not constitute prejudice to APPELLEE in the circumstances of this case.

II

THE TRIAL COURT DID NOT GIVE ADEQUATE NOTICE TO APPELLANT, AS A *PRO SE* PARTY, THAT SHE HAD THE RIGHT OR OPPORTUNITY TO PRESENT HER DEFENSE OF APPELLEE'S CASE IN CHIEF NOR TESTIMONY OR EVIDENCE TO SUPPORT HER COUNTERPETITION

Although APPELLEE argues that APPELLANT was given adequate opportunity to testify (AB 21), there is no record support to show that she was given any opportunity to present testimony or evidence to defend the claims raised in the petition of APPELLEE or support her counterpetition filed in this case. The testimony of APPELLANT was her testimony in the case in chief of APPELLEE. The testimony which APPELLEE cites in his answer brief, which he attempts to use to support the proposition that APPELLANT was given “every opportunity to present testimony” (AB 17), only emphasizes the prejudice suffered by APPELLANT due to her lack of proper representation by counsel at the hearing. A trial court’s attempt to guide the *pro se* litigant is not meant to be a substitution for competent counsel. Furthermore, there is nothing in the trial transcript which would indicate that any opportunity was given to APPELLANT to present a defense or her case in chief. The only reference to what might have been considered an attempted defense of the claims made were the witness which the trial court excluded. Even in doing so, the trial court seemed to be rushing the APPELLANT, not giving her an adequate chance to present her defense and her

case. The trial court stated “[q]uickly, did you want these folks to testify” (T. 243). After the trial court excluded the witnesses, the final ruling was announced (T. 245) without any indication to APPELLANT that she could testify herself in support of her defense or her counterpetition.

At no time was APPELLANT given the right to be heard. Noticeably APPELLEE makes no reference to any statements by the trial court in the trial transcript which would indicate that APPELLANT had an adequate opportunity to present her case. As this court held in *Slotnick v. Slotnick*, 8891 So.2d 1086 (Fla. 4th DCA 2004) the trial court commits reversible error when it summarily disposes of factual issues by informally discussing them. In this case the discussion was with a *pro se* litigant, not familiar with proper procedures, who was forced to represent herself when her motion for continuance was denied. APPELLEE’S argument that the Final Judgment is based upon “competent, substantial evidence” (AB 21) ignores the fact that the competent and substantial evidence he is referring to is completely one sided without the adverse party being given the opportunity to present her defense or case in chief. The APPELLEE refers to the manner in which the trial court ended the case and made its ruling without affording APPELLANT the proper opportunity to present her defense or case in chief as “...somewhat non-traditional.” (AB 8). APPELLEE’S counsel failing to announce that he had rested his case in chief and APPELLANT not being

requested to present her defense and case in chief was much more than “non-tradition”, it was a denial of APPELLANTS due process and her right to be heard.

CONCLUSION

APPELLANT was denied due process by the lower court's denial of APPELLANT'S motion for continuance, by not affording APPELLANT the opportunity to put on her case in defense of APPELLEE'S claims, and present testimony and evidence in support of the claims raised in her counterpetition. There were no dilatory tactics by APPELLANT and there would have been no prejudice to APPELLEE if the Court had granted the continuance. Additionally it is fundamental to the concept of due process that the APPELLANT have the right to be heard. Being that APPELLANT was denied her due process rights, APPELLANT respectfully requests that this Court reverse the ruling of the trial court and remand this case to the trial court for a new trial.

Respectfully submitted,

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Attorneys for Appellant

By: 

Craig R. Dearr, Esquire
Wendy S. Rounds, Esquire

CERTIFICATE OF SERVICE

I DO HEREBY CERTIFY that a true copy of the foregoing **Reply Brief** was served by email this 17th day of November, 2014 upon the following counsel of record:

Attorneys for Appellee

Anthony J. Aragona, III, Esquire
5097 Sancerre Cir.
Lake Worth, FL 33463
Anthony.aragona@att.net



Craig R. Darr
Wendy S. Rounds

CERTIFICATE OF COMPLIANCE

The undersigned hereby certifies that the foregoing was prepared in accordance with the rule requiring the Times New Roman 14 point or Courier New 12 point.



Craig R. Darr
Wendy S. Rounds

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT, 1525 PALM BEACH LAKES BLVD., WEST PALM
BEACH, FL 33401

CASE NO.: 4D16-2320

L.T. No.: 502010DR003810XXXXSB

JULIE M. GONZALEZ

v.

LLOYD G. WICKBOLDT

Appellant / Petitioner(s)

Appellee / Respondent(s)

PETITION FOR WRIT OF PROHIBITION

Petitioner-Appellant, Julia M. Gonzalez, respectfully petitions this Court for the issuance of a writ of prohibition seeking review of the order entered by Palm Beach County Circuit Judge David E. French on June 27th, 2016, denying Petitioner's Motion to Disqualify Judge French as the trial judge in all pending proceedings in my case. The grounds for this Petition are as follows:

BASIS FOR INVOKING JURISDICTION

This Court has original jurisdiction to issue a writ of prohibition directed to the circuit court. Fla. Const., Art. V, § 4(b)(3); Fla. R. App. P. 9.030(b)(3); Livingston v. State, 858 So. 2d 353, 354 (Fla. 1st DCA 2003). Prohibition is clearly recognized as the proper avenue for immediate review of whether a motion to disqualify a trial judge has been correctly denied. Bundy v. Rudd,

366 So. 2d 440 (Sup. Ct. of Fla. 1978); Pierce v. State, 873 So. 2d 618 (Fla. 2d DCA 2004); Rollins v. Baker, 683 So. 2d 1138 (Fla. 5th DCA 1996).

Sutton v. State, 975 So. 2d 1073, 1076-77 (Fla. 2008). See also Wal-Mart Stores, Inc. v. Carter, 768 So. 2d 21 (Fla. 1st DCA 2000) ("The traditional remedy for interlocutory review of an order denying judicial disqualification is prohibition.")

STATEMENT OF THE FACTS

Petitioner-Appellant e-filed a timely Sworn, Written Motion for Mandatory Disqualification of Judge David French on Friday, July 24, 2016 as shown by the electronic stamp as follows: Filing # 43226602 E-Filed 06/24/2016 09:00:16 PM.

See Appendix Exhibit A.

Judge French illegally denied the motion on the next business day, Monday, July 27, 2016, finding the motion "legally insufficient" (App. Exhibit 2). It is from this order that Petitioner-Appellant Julia M. Gonzalez, now respectfully seeks a writ of prohibition under this court's original jurisdiction under Fla. R. App. P. 9.100 and 9.030(b)(3). See Appendix Exhibit B.

The July 24, 2016 filing came after a series of events with Judge French which reinforced the reasonable belief that Petitioner could not receive a fair trial. The motion was timely on July 24, 2016 alleging specific facts in writing including actions of Judge French from June 14, 2016 and alleging "continuing" acts as a

result of Judge French's conduct and thus, having been filed within 10 days of such acts, the motion was timely and yet, still illegally denied by Judge French.

On June 14, 2016, instead of moving to voluntarily recuse and disqualify himself from the proceedings, Judge French had taken the act to put in writing an Order on Contempt allegedly from June 7th, 2016 in relation to forcing Petitioner to sign documents to give up her Homestead property protected by the Florida Constitution. The contempt proceedings came after Petitioner had filed a written motion on May 10, 2016 to Discharge her attorney which is Petitioner's absolute right to do at any time for any cause or no cause. See, Appendix Exhibit A-A3.

Petitioner's then attorney Craig Derr had also filed a Motion to Withdraw on May 18, 2016 (Appendix A-Exhibit 3) and Petitioner thereafter filed a written motion to Disqualify Judge French and Amended Motion to Disqualify Judge French on May 23, 2016. See Appendix Exhibit A-A2.

All of this came after Petitioner-Appellant had found out on or about April 28, 2016 by email from her attorney Derr that Judge French had again held a critical hearing in the case in her absence and without NOTICE to Petitioner who had no notice of this Hearing from her own attorney or the Court.

An excerpt of the email is as follows:

“The second hearing was this afternoon before Judge French. This was your objections to the ruling of the General Magistrate (from our hearing in November) that

said you could not claim the homestead exemption to prevent the sale of your house as the judge ordered in the final judgment in the divorce case. Unfortunately, the results of this hearing were not in your favor. The judge ruled consistently with the General Magistrate's ruling that because, at the trial, you said you were not living in the property, and Judge Harrison made a specific finding in the final judgment that the property was not your homestead, you were no longer able to make that claim now to prevent the sale. I am very sorry that the judge would not accept my arguments, which I still think are correct. Judge French certainly still has a recollection of this case and his comments made it clear to me that regardless of any merit to my arguments, he was not going to prevent the sale of your house.

I have been reluctant to raise this issue with you again, but I really no longer have a choice. I cannot continue to represent you in either of these cases when you are unable to not only pay my current fees, but when I have been carrying such a large balance on your account for a very long time.

Again, Julie, I regret terribly the need to make this decision, but I simply cannot afford to do this anymore. If you would like the name of a bankruptcy lawyer, please let me know and I will do what I can to make a referral for you.

Best regards,
Craig R. Darr, Esq." See, Full Email at Appendix Exhibit C.

To Petitioner-Appellant's shock and dismay, it was found out that not only was there another improper Hearing held in the case but this was all designed to take

away her Homestead property and ended up having her own attorney seeking to withdraw after a hearing where Petitioner had No Notice to be present.

This was not the first time such actions had happened in the case with Judge French. Petitioner had found out on or around June of 2013 only by her actions in calling the Clerk's Office on a Friday to find out about a Motion for Continuance that she had made, that in fact there was a Pre-Trial Hearing the following Monday. Upon arriving at the Courthouse that Monday, Petitioner was faced with a surprised opposing Counsel Aragona who even questioned "how" she found out about the hearing as Petitioner walked in while opposing Counsel Aragona was meeting Ex Parte with Judge French on her dissolution case. All of these matters were raised substantially in a prior Appeal to this Court under Case No. 13-4051. See Appendix Exhibit D.

Petitioner's Motion for Disqualification filed May 23, 2016 was also in writing, sworn to, and detailed facts created a reasonable fear of not getting a fair trial. The motion referenced current acts of Judge French but also again simply referenced prior acts which would not be timely for purposes of Disqualification but which again are relevant to the formation of a reasonable belief that Petitioner would not get a fair trial. As noted from the current motion for Disqualification of June 24, 2016 that is the subject of this Writ, one of the very due process problems caused by Judge French's actions in improperly denying her right to choose counsel and

force counsel upon her was the failure to have her attorney take certain actions to Appeal such as Appealing the denial of the Discharge Motion, Withdrawal motion and Disqualification motion and actions of June 2nd and 7th, 2016.

Just one of these prior acts was an indication by Magistrate Judge Harrison who had claimed “I was told Not to Grant A continuance at Trial” which is what occurred AFTER Petitioner had found Judge French having an Ex Parte “Pre-Trial” hearing in June of 2013 with Counsel Aragona and where Judge French would not “hear” Petitioner on this date but only stated her Motion for Continuance of the Dissolution trial was Denied. See, Appendix Exhibit A-A2. May 23, 2016 Amended Motion for Disqualification.

Thus, looking at Judge French’s actions as a whole, when it came time for Petitioner to truly need Counsel at a Trial in her Dissolution case, Judge French held an Ex Parte Hearing and denied her Motion for Continuance and influenced the Trial Judge to further Deny a Continuance and thus Petitioner had no counsel at Trial on the underlying case. Yet, when it came to Judge French wanting to “enforce” his Judgment against Petitioner as quickly as possible regardless of what legal rights Petitioner may be able to advance through counsel of her own choice, Judge French wrongfully denied Petitioner’s Motion for Discharge of her attorney and her attorney’s Motion for Withdrawal perhaps to give the illusion that some

semblance of due process was present so Judge French could use her attorney to force and coerce actions to get Petitioner to give up her Homestead property. Yet, to further reinforce the bad “process” throughout these proceedings, the July 24, 2016 Motion for Disqualification shows not only how her attorney was conflicted in what actions he should take because of the Discharge, but on July 14, 2016 the same attorney wrote to Petitioner by email saying Judge French HAD actually granted a Withdrawal as Counsel when in fact this was not true as instead, Judge French had held her in Contempt on this date issuing an Order knowing he should voluntarily disqualify after a proper Disqualification was denied on June 2, 2016, a proper attorney’s motion for withdrawal was denied, and Petitioner’s motion for Discharge was denied and Petitioner was denied being heard except through counsel who had been Discharged. Judge French was aware of all of these facts when denying the mandatory Disqualification on June 27, 2016.

NATURE OF RELIEF SOUGHT

Petitioner-Appellant Julia M. Gonzalez seeks the issuance of this court's writ of prohibition requiring the removal of Judge French from presiding over all of her cases.

ARGUMENT

Petitioner-Appellant Julia M. Gonzalez is entitled to a writ of prohibition because Judge French erred in denying its motion for disqualification. Judge French erred

in concluding the motion to disqualify was legally insufficient and has been and is proceeding in excess of his jurisdiction.

Petitioner-Appellant Julia M. Gonzalez's Sworn, Written Motion for Mandatory Disqualification was Legally Sufficient where it showed facts that a reasonably prudent person would fear not getting a Fair and Impartial Trial and showed Acts of Bias, Prejudice and improper Interference in the Right to Counsel of Choice

“The test for determining the legal sufficiency of a motion for disqualification is whether the factual allegations would prompt a reasonably prudent person to fear that he could not get a fair and impartial trial.” *Baez v. Koelemij*, 960 So.2d 918, 919 (Fla. 4th DCA 2007) (citations and internal quotation omitted). In reviewing the allegations in a motion for disqualification, “facts must be taken as true and must be viewed from the movant's perspective.” *Id.* See, *In Re Guardianship of O.A.M.*, 124 So.3d 1031 (Fla.3rd Dist. Ct. App. 2013)

Petitioner-Appellant Julia M. Gonzalez's sworn motion to Disqualify Judge French was legally sufficient to merit disqualification. Whether a motion for disqualification is legally sufficient is subject to a de novo standard of review. *Chamberlain v. State*, 881 So. 2d 1087, 1097 (Fla. 2004).

The test to determine the legal sufficiency of a motion to disqualify a trial judge is whether the motion demonstrates a well-founded fear on the part of the party that

he will not receive a fair trial. *Rivera v. State*, 717 So. 2d 477 (Fla. 1998); *Correll v. State*, 698 So. 2d 522, 524 (Fla. 1997); *Levine v. State*, 650 So. 2d 666, 667 (Fla. 4th DCA 1995).

Petitioner's motion was in writing, it was sworn, it alleged facts that occurred within 10 days of the filing of the motion and it alleged facts that were continuing and ongoing. The motion clearly stated and showed Petitioner had a reasonable fear of getting a fair and impartial trial. See, Appendix Exhibit A. These facts had to be accepted as true by Judge French.

Paragraph 6 of the Motion showed: "Judge David French is acting, has been acting and threatening to continue to act in excess and outside of his jurisdiction by illegally denying me First Amendment rights of expression, 5th and 14th Amendment due process including but not limited to the right to have counsel of my own choosing." This factual allegation shows Judge French's actions were of a current and continuing nature and thus had to be timely. See, Appendix Exhibit A.

Paragraphs 11 and 12 of the Motion for Disqualification showed:

"11. Judge David E. French has exceeded his jurisdiction and acted in a biased and prejudiced manner creating a reasonable fear that I can not get a fair trial (emphasis added) by denying my fundamental right to be heard regarding the counsel of my choice, striking my prior applications to discharge my former attorney Craig Dearr while using the Court system as a weapon to illegally coerce

me to give away rights and property by repeated threats against my liberty threatening incarceration and action by law enforcement to arrest me to coerce signatures on documents all in violation of fundamental US Constitutional rights and in violation of Florida laws, rules and statutes.

12. Said acts have occurred over an extended period of time including but not limited to June 2, 2016 and including up to June 14, 2016 by the Contempt Order herein as Exhibit 1 with threats of incarceration from the involved attorneys continuing to the present making this motion timely and sufficient.” See Appendix Exhibit A.

Clearly factual allegations were made showing acts as of June 14, 2016 within 10 days of June 24, 2016 and also alleging acts “continuing to the present” and thus clearly being timely.

Paragraph 14 further provided that: “Judge David E. French is furthering this abuse of discretion acting illegally in excess of jurisdiction by further wrongfully and illegally attempting to violate my rights under the Florida Constitution Homestead Act and using my attorney Craig Dearth who has been discharged by myself to further communications to violate these rights.” See Appendix A.

Thus the facts clearly alleged that Judge French was improperly using my Discharged attorney as a wrongful instrument of the Court to “further communications to violate these rights”. Paragraph 20 goes on to cite to a

Communication from Discharged attorney Derr on June 14, 2014, clearly within 10 days of June 24, 2016 and such Email communication in fact contained false and misleading information about what acts Judge French had taken by falsely claiming he had permitted Derr to withdraw when instead Judge French wrongfully issued Contempt on June 14, 2016 when in fact he should have recused and Disqualified on his own motion. All of these facts which had to be taken as true, clearly made the motion timely and created an objectively reasonable fear that a fair and impartial trial would not occur and prohibition must now issue.

The recent history “just outside” the 10 day period of the June 24, 2016 motion when Judge French had illegally denied Petitioner’s absolute right to counsel of her own choice was significantly relevant in forming a reasonable belief as of June 24, 2016 that Petitioner could not receive a fair and impartial trial. This is particularly so being in a civil (non-criminal) dissolution and property case yet where Discharged counsel itself was being used by the Court as an instrument to coerce Petitioner under threat of incarceration further creating an acrimonious nature and interference in the communications and actions with counsel who was acting under force to continue after being formally “Discharged”.

As shown in the June 24, 2016 Motion for Disqualification,

“Judge David French is acting, has been acting and threatening to continue to act in excess and outside of his jurisdiction by illegally denying me First Amendment

rights of expression, 5th and 14th Amendment due process including but not limited to the right to have counsel of my own choosing. , , , , , ,

Rule 4-1.16 of the Rules for CLIENT-LAWYER RELATIONSHIP DECLINING OR TERMINATING REPRESENTATION provides in part: “(a) When Lawyer Must Decline or Terminate Representation. Except as stated in subdivision (c), a lawyer shall not represent a client or, where representation has commenced, shall withdraw from the representation of a client if: (1) the representation will result in violation of the Rules of Professional Conduct or law; (3) the lawyer is discharged; Discharge A client has a right to discharge a lawyer at any time, with or without cause, subject to liability for payment for the lawyer's services. Where future dispute about the withdrawal may be anticipated, it may be advisable to prepare a written statement reciting the circumstances. “ 9. The Florida Supreme Court has made the issue of client’s rights and attorney’s fees one of exceptional importance and clearly implicates the operations of the State’s justice system. 10. The Florida Supreme Court has consistently upheld a client’s right to discharge counsel at any time, with or without cause, finding, “The attorney-client relationship is one of special trust and confidence. The client must rely entirely on the good faith efforts of the attorney in representing his interests. This reliance requires that the client have complete confidence in the integrity and ability of the attorney and that absolute fairness and candor characterize all dealings between them. These

considerations dictate that clients be given greater freedom to change legal representatives than might be tolerated in other employment relationships. We approve the philosophy that there is an overriding need to allow clients freedom to substitute attorneys without economic penalty as a means of accomplishing the broad objective of fostering public confidence in the legal profession.” See, ROSENBERG v. LEVIN, 409 So.2d 1016 (1982). 11. Judge David E. French has exceeded his jurisdiction and acted in a biased and prejudiced manner creating a reasonable fear that I can not get a fair trial by denying my fundamental right to be heard regarding the counsel of my choice, striking my prior applications to discharge my former attorney Craig Dearr while using the Court system as a weapon to illegally coerce me to give away rights and property by repeated threats against my liberty threatening incarceration and action by law enforcement to arrest me to coerce signatures on documents all in violation of fundamental US Constitutional rights and in violation of Florida laws, rules and statutes.”, See Appendix Exhibit A.

Prohibition must now issue.

JUDGE FRENCH MUST BE DISQUALIFIED SEPARATELY FOR
IMPROPERLY “ADJUDICATING” FACTS ON THE
DISQUALIFICATION MOTION

Judge French acted in excess of jurisdiction by denying the Motion and went beyond jurisdiction to the impermissible area of determining the facts in the Order

of Denial and prohibition must now issue. This occurred when Judge French cited in his Denial Order “The Court hereby determines only that the Motion is legally insufficient, *Pendelton v. State.*, 933 So.2d 1291 (Fla. 4th DCA 2006).” See Appendix Exhibit B.

Yet the case cited by Judge French talks about the lack of timeliness of a motion for disqualification when a lawyer has a prior relationship with the Judge finding that the lawyer must file for Disqualification within 10 days of being retained. Yet, none of these facts had any application to the Petitioner’s Motion before Judge French and shows Judge French going into and trying to hear and determine facts of the Motion which is grounds for Disqualification itself.

The Supreme Court of Florida has expressly rejected such action and found it grounds for Disqualification and a Prohibition Writ to be issued:

“Regardless of whether respondent ruled correctly in denying the motion for disqualification as legally insufficient, our rules clearly provide, and we have repeatedly held, that a judge who is presented with a motion for his disqualification "shall not pass on the truth of the facts alleged nor adjudicate the question of disqualification." Fla.R.Crim.P. 3.230(d); see, e.g., *Dickenson v. Parks*, 104 Fla. 577, 140 So. 459 (1932); *Suarez v. State*, 95 Fla. 42, 115 So. 519 (1928); *Theo. Hirsch Co. v. McDonald Furniture Co.*, 94 Fla. 185, 114 So. 517 (1927). When a judge has looked beyond the mere legal sufficiency of a suggestion of prejudice

and attempted to refute the charges of partiality, he has then exceeded the proper scope of his inquiry and on that basis alone established grounds for his disqualification. Our disqualification rule, which limits the trial judge to a bare determination of legal sufficiency, was expressly designed to prevent what occurred in this case the creation of "an intolerable adversary atmosphere" between the trial judge and the litigant. See *Department of Revenue v. Golder*, 322 So. 2d 1, 7 (Fla. 1975) (On Reconsideration).

Once a basis for disqualification has been established, prohibition is both an appropriate and necessary remedy. *Brown v. Rowe*, 96 Fla. 289, 118 So. 9 (1928). Accordingly, the writ of prohibition must issue directing respondent to disqualify himself in all proceedings presently pending against the petitioner. We assume, however, that the formal issuance of the writ will be unnecessary." See, *Bundy v. Rudd*, 366 So. 2d 440 (Fla. 1978).

Likewise, prohibition must now issue against Judge French who must be disqualified.

**PRIOR ACTS OF JUDGE FRENCH IMMEDIATELY OUTSIDE OF THE
10 DAY PERIOD WERE RELEVANT TO SHOW THE
REASONABLENESS OF PETITIONER'S FEAR OF NOT GETTING A
FAIR TRIAL**

“While it is well-settled that a judge may form mental impressions and opinions during the course of hearing evidence, he or she may not prejudge the

case. See *Wargo v. Wargo*, 669 So.2d 1123 (Fla. 4th DCA 1996); *LeBruno Aluminum Co., Inc. v. Lane*, 436 So.2d 1039 (Fla. 1st DCA 1983). Judicial actions cross the line when a judge becomes an active participant in the adversarial process, *i.e.*, giving “tips” to either side.

When the judge enters into the proceedings and becomes a participant, a shadow is cast upon judicial neutrality so that disqualification is required. See *Wayland v. Wayland*, 595 So.2d 234, 235 (Fla. 3d DCA 1992) (citing *Crosby v. State*, 97 So.2d 181 (Fla. 1957)). Obviously, the trial judge serves as the neutral arbiter in the proceedings and must not enter the fray by giving "tips" to either side. See *Chastine v. Broom*, 629 So.2d 293 (4th DCA 1993)

After having already improperly denied Petitioner’s Motion for Discharge of her Attorney, the Attorney’s withdrawal motion and Petitioner’s May 23, 2016 Disqualification and having Denied Petitioner an Opportunity to speak and present her case on June 2, 2016 striking anything Petitioner would do without attorney Darr in the case, Judge French proceeded on June 7th, 2016 to suggest and give a “tip” to Opposing Counsel Aragona of what his Attorney Bill should be for the Contempt proceeding despite no written motion before the court and no hearing having been scheduled yet. Counsel Aragona sought \$5000 (five-thousand) in fees at this time but Judge French provided the “tip” that his Bill should be \$2000 on June 7th, 2016. Again, while not timely for the

June 24th, 2016 filing, this cumulative prior act further reinforced the Petitioner's reasonable fear of not getting a fair trial making the filing legally sufficient and prohibition should now issue.

The facts in this case are strikingly similar to this Court's ruling in *Swida v Raventos*, where the Court noted:

“Our recent case of *Peterson v. Asklipious*, 833 So.2d 262 (Fla. 4th DCA 2002), is controlling. There, as here, the judge was hearing a motion for contempt against a former husband when he asked the contemnor's counsel why he expected the judge to believe that he had no money when the judge had not believed him in the past. Counsel responded, but the court cut him off and, without hearing evidence, held the husband in contempt. We held that the trial judge's comments gave the appellant a well-founded fear that he would not receive a fair hearing before the judge. *See* 833 So.2d at 264.

Here, the trial judge refused to permit the former husband to present any case with respect to the motion for contempt and instead determined that she knew more than the attorneys about what was transpiring, relying on prior hearings with the former husband, much as the court did in *Peterson*. This was sufficient to show that the trial court had prejudged the case. The judge did not give the former husband the opportunity to explain his conduct, even though that is his right and obligation when facing civil contempt. *See Bowen v. Bowen*, 471

So.2d 1274, 1278-79 (Fla.1985)” See, Swida v Raventos, 872 So.2d 413 (4th DCA 2004).

In this case, the conduct of Judge French in illegally denying Petitioner’s prior motion to Discharge her counsel and denying her Counsel’s motion to withdraw can reasonably be viewed as an impermissible “pre-judging” of the case by Judge French who simply created “the illusion” that Petitioner had proper counsel in order for Judge French to continue his pre-determined path to force Petitioner to sell her Homestead protected property using her own attorney against her to further the threats of incarceration. Like the Swida case above, Petitioner had been denied witnesses and the opportunity to present a case at multiple stages of proceedings including leading up to the Judgment the Court was trying to enforce and then the “contempt” of such Judgment where the Court, having **only had Petitioner on the stand for actual Testimony for the very first time ever in the history of the case in June 2016 improperly commented that “your reputation follows you” and proceeded to deny Petitioner witnesses and fairly being heard.**

Clearly this was a comment showing bias and prejudice and “pre-judging” of the Petitioner’s potential Testimony by Judge French who instead should have been giving a due process opportunity to Petitioner to in fact Testify and do so in a US Constitutionally required neutral manner.

The denial of proper due process opportunity to be heard and the biased, prejudicial comments on June 7, 2016 were yet other cumulative events from the history of proceedings with Judge French reinforcing Petitioner's reasonable fear of not getting a fair or impartial trial and thus making the Motion for Disqualification legally sufficient.

As noted in the Appeal to this Court in the underlying dissolution case, Petitioner's prior counsel on Appeal showed in the Appellant's Answer Brief as follows:

"Furthermore, there is nothing in the trial transcript which would indicate that any opportunity was given to APPELLANT to present a defense or her case in chief. The only reference to what might have been considered an attempted defense of the claims made were the witness which the trial court excluded. Even in doing so, the trial court seemed to be rushing the APPELLANT, not giving her an adequate chance to present her defense and her 7 case. The trial court stated "[q]uickly, did you want these folks to testify" (T. (T. 243).

After the trial court excluded the witnesses, the final ruling was announced (T. 245) without any indication to APPELLANT that she could testify herself in support of her defense or her counterpetition.

At no time was APPELLANT given the right to be heard. Noticeably APPELLEE makes no reference to any statements by the trial court in the trial

transcript which would indicate that APPELLANT had an adequate opportunity to present her case. As this court held in *Slotnick v. Slotnick*, 8891 So.2d 1086 (Fla. 4th DCA 2004) the trial court commits reversible error when it summarily disposes of factual issues by informally discussing them. In this case the discussion was with a pro se litigant, not familiar with proper procedures, who was forced to represent herself when her motion for continuance was denied.”

See, Appendix Exhibit D, Appellant’s Reply Brief in Case No. CASE

NUMBER: 4DCA#: 13-4051 Lower Court Case No.: 2010DR003810XXXX .

This history from the underlying Trial proceedings combined with the timely acts occurring within 10 days of July 24, 2016 further made Petitioner’s fear reasonable as of the time of filing of the motion for Disqualification.

As this Court noted in *Williams v Blach*, “Disqualification is required when litigants demonstrate a reasonable, well-grounded fear that they will not receive a fair and impartial trial or that the judge has pre-judged the case”. See, *Williams v Balch*, 897 So. 2d 498 (4th DCA 2005).

In the case at hand, one of the many cumulative acts of Judge French requiring disqualification occurred on June 7th, 2016 at the “contempt” hearing when the opposing Counsel quickly moved for \$5,000.00 (five-thousand) in attorney’s fees that day and the Court, although not having a written motion before it and having not scheduled a hearing yet on attorney’s fees, “suggested” and made a

“tip” to opposing counsel Aragona that \$2,000.00 (two-thousand) was an appropriate number to submit. Disqualification is required when judicial comments are made about matters not yet before the court, or prior to an evidentiary presentation.

This Court has already determined that even when an earlier event cannot be used as a timely basis for disqualification, this Court has held that the event may still be relevant finding in *R.V. v State of Florida*, that “the prior comments cannot be used as a timely basis for disqualification, but we see no reason why they cannot inform a petitioner's understanding of the comments from which the motion for disqualification was timely filed.” See, *R.V. v State of Florida*, 44 So.3d 180 (4th DCA 2010).

Likewise in this case, Petitioner having alleged current and timely facts occurring and ongoing within 10 days of filing on June 24, 2016, the motion being in writing and sworn to and a reasonable basis for the fear of not getting a fair and impartial trial established, Prohibition must now issue.

CONCLUSION

For all the reasons stated above, this Court is requested to issue a Writ of Prohibition to the lower court and require the assignment of a successor judge to

preside over all proceedings of the Petitioner currently assigned to Judge French and for such other and further relief as to this Court may seem just and proper.

Dated: August 1, 2016

/s/ Julie M. Gonzalez
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PO 8212911
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954-245-4653
juliegonzalez64@hotmail.com

CERTIFICATE OF SERVICE

Petitioner does hereby certify that the foregoing Petition was served on all parties below by e-file with the clerk of the court if available or via email this 1st day of August, 2016.

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APPENDIX

Exhibit A -June 24, 2016 Motion for Disqualification

A-2 May 23, 2016 Prior Motion For Disqualification

**A-3 May 10, 2016 Motion for Discharge and May 18, 2016 Attorney Motion
for Withdrawal**

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT IN AND FOR PALM
BEACH COUNTY, FLORIDA

IN RE: THE MARRIAGE OF

JULIA M. GONZALEZ,

PETITIONER-MOVANT,

,

CASE NO. 502010DR003810XXXXSB/ Div. FY

V.

**VERIFIED PETITION - MOTION FOR
MANDATORY DISQUALIFICATION OF
JUDGE DAVID E. FRENCH:**

LLOYD G. WICKBOLDT,

RESPONDENT-DEFENDANT.

_____/

**VERIFIED SWORN EMERGENCY PETITION AND AFFIDAVIT OF JULIA M.
GONZALEZ FOR IMMEDIATE MANDATORY DISQUALIFICATION OF CIRCUIT
JUDGE DAVID E. FRENCH**

COMES NOW JULIA M. GONZALEZ, Petitioner and movant who files under information and belief this Verified Emergency Petition and Affidavit for Immediate Mandatory Disqualification of Judge David E. French, pursuant to Fla R. Admin P. 2.330 and section 38.10, Florida Statutes, for the following grounds and reasons:

1. This rule applies to county and circuit judges in all matters in all divisions of Court.
2. Judge David French is a Circuit judge in the 15th Judicial Circuit.
3. Petitioner ,a party to the case, moves for mandatory disqualification and to otherwise disqualify Trial Judge David French for mandatory grounds provided by the Florida rules, statutes, laws, Florida Code of Judicial Conduct and US Constitution and Florida Constitution.
4. Judge David French has violated the following Judicial Canons,including but not limited to,
 - a. Canon one- A judge Shall Uphold the integrity and independence of the Judiciary

- b. Canon two- A Judge Shall avoid Impropriety and the Appearance of Impropriety In all of the Judge's Activities.
 - c. Canon three- A Judge Shall Perform the Duties of Judicial Office Impartially and Diligently .
 - d. CANON 3E(1) - ...A judge shall disqualify himself or herself in a proceeding in which the judge's impartiality might reasonably be questioned.
 - e. CANON 3E(1)(a) - ...the judge has a personal bias or prejudice concerning a party or a party's lawyer, or personal knowledge of disputed evidentiary facts concerning the proceeding.
5. This motion and petition is legally sufficient and timely.
 6. Judge David French is acting, has been acting and threatening to continue to act in excess and outside of his jurisdiction by illegally denying me First Amendment rights of expression, 5th and 14th Amendment due process including but not limited to the right to have counsel of my own choosing.
 7. Judge David French has consistently deprived my basic Constitutional right to be heard in Court. He has obstructed and denied my Due Process. He has been Prejudiced against me and has sheltered opposing counsel Anthony Aragona and his client Lloyd G.Wickboldt.

Judge David French has openly and also under the color of Law,denied me and obstructed my Due process, denied me my First and Fourteenth amendment rights. Consistently and maliciously ignoring my pleadings , witnesses testimony and factual evidence in my favor to prove my case.
 8. Rule 4-1.16 of the Rules for CLIENT-LAWYER RELATIONSHIP DECLINING OR TERMINATING REPRESENTATION provides in part:

“(a) When Lawyer Must Decline or Terminate Representation. Except as stated in subdivision (c), a lawyer shall not represent a client or, where representation has commenced, shall withdraw from the representation of a client if:

- (1) the representation will result in violation of the Rules of Professional Conduct or law;
- (3) the lawyer is discharged;

Discharge

A client has a right to discharge a lawyer at any time, with or without cause, subject to liability for payment for the lawyer's services. Where future dispute about the withdrawal may be anticipated, it may be advisable to prepare a written statement reciting the circumstances. “

9. The Florida Supreme Court has made the issue of client’s rights and attorney’s fees one of exceptional importance and clearly implicates the operations of the State’s justice system.
10. The Florida Supreme Court has consistently upheld a client’s right to discharge counsel at any time, with or without cause, finding, “The attorney-client relationship is one of special trust and confidence. The client must rely entirely on the good faith efforts of the attorney in representing his interests. This reliance requires that the client have complete confidence in the integrity and ability of the attorney and that absolute fairness and candor characterize all dealings between them. These considerations dictate that clients be given greater freedom to change legal representatives than might be tolerated in other employment relationships. We approve the philosophy that there is an overriding need to allow clients freedom to substitute attorneys without economic penalty as a means of accomplishing the broad objective of fostering public confidence in the legal profession.” See, ROSENBERG v. LEVIN, 409 So.2d 1016 (1982).

11. Judge David E. French has exceeded his jurisdiction and acted in a biased and prejudiced manner creating a reasonable fear that I can not get a fair trial by denying my fundamental right to be heard regarding the counsel of my choice, striking my prior applications to discharge my former attorney Craig Derr while using the Court system as a weapon to illegally coerce me to give away rights and property by repeated threats against my liberty threatening incarceration and action by law enforcement to arrest me to coerce signatures on documents all in violation of fundamental US Constitutional rights and in violation of Florida laws, rules and statutes.
12. Said acts have occurred over an extended period of time including but not limited to June 2, 2016 and including up to June 14, 2016 by the Contempt Order herein as Exhibit 1 with threats of incarceration from the involved attorneys continuing to the present making this motion timely and sufficient.
13. I am a US Citizen and resident of Florida and under the protection of Florida statutes and laws as an abuse victim under the ACP Address Confidentiality Program administered by the State of Florida with all my registrations being current and up to date and yet Judge David French has violated said rights by the repeated conduct herein and upholding illegal Orders herein.
14. Judge David E. French is furthering this abuse of discretion acting illegally in excess of jurisdiction by further wrongfully and illegally attempting to violate my rights under the Florida Constitution Homestead Act and using my attorney Craig Derr who has been discharged by myself to further communications to violate these rights.
15. In addition to 2 separate filings by myself to Discharge attorney Derr, there is also a motion by attorney Derr himself to withdraw which has been improperly denied by Judge David French abusing his discretion and acting in a manner that is not only against the law but prejudiced and

biased and creating a reasonable fear that I can not receive a fair trial and thus Judge French must be Disqualified. See, Exhibit 2, Exhibit 3 motions for Discharge and Withdrawal.

16. Said biased, prejudiced and illegal conduct by Judge French has further created such a distorted state of affairs with attorney Dear that I have lost rights certain rights on appeal.
17. I have valid and meritorious rights on all claims herein and am entitled to retain the attorney of my choosing to pursue my claims properly according to law to undo the manifest injustice of financial and property awards issued without due process after being married for less than 2.5 years to a man later determined to have been so abusive as to have me qualified under the State's Address Confidentiality Program.
18. Judge David E. French has violated Statutes related to, including but not limited to;
 - a. Fraud by the Court and Fraud in the Court.
 - b. Obstruction of Justice through Denial of Due Process.
 - c. Inability to Obtain a Fair Trial and Due Process.
19. There have been proceedings in this case where it has been proven that I have not received proper notice and communications from my former attorney as well as multiple occasions where proper evidence and testimony has repeatedly been denied illegally in an abuse of discretion manner acting prejudicially and with bias again creating the reasonable fear that I will not receive a fair trial from Judge David E. French.
20. The illegally threats of incarceration continue despite the fact that attorney Dearth himself has advised me in writing as of June 14, 2016 that Judge David French has in fact issued an Order Discharging attorney Dearth although I have not received a copy as of yet, where attorney Dear notified me as follows:

From: craig dearr
Sent: 6/14/2016 5:05 PM

To: Anthony Aragona; Kelly Huerta
Subject: RE: Hearing on Motion to Appoint Receiver
Mr. Aragona,

Judge French signed an order permitting me to withdraw from this case. You should have received a copy last week as I did. I am attaching a copy for your reference. You should try to coordinate this hearing with Ms. Gonzalez until new counsel appears for her.

Craig R. Derr, Esq.
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21. The following email shows Mr. Derr knows that he was Discharged and was trying to comply with the Rules of Discharge as follows:

Subject: RE: Wickboldt v. Gonzalez
Date: Mon, 23 May 2016 10:18:16 -0400
From: craig@dpmiamilaw.com
To: anthony.aragona@att.net; kelly@dpmiamilaw.com

Mr. Aragona,

Would you please tell me what things I have filed that you have not received? There has been nothing which I have filed that has not been properly served upon you as far as I am aware, including the fact that all documents are filed through the court's eportal for filing, which automatically serves documents on you. I have been discharged as Ms. Gonzalez' attorney, I cannot represent her once discharged. Rules of Professional Conduct 4-1.16(a)(3) specifically states "...a lawyer shall not represent a client, or where representation has commenced, shall withdraw from the representation of a client if...(3) the lawyer is discharged;". Of course I have to request permission from the court to withdraw, which I have done. I submitted the order because I was discharged. As with the other order in the civil case, I did not provide in the order for any delay to any proceeding, nor did I provide that she had any particular amount of time to obtain new counsel, just her contact information until she retains new counsel (if she does). Obviously you can object to whatever you want to object to, but to accuse me of some sort of conspiracy or imply an impropriety on my part is not only

false but completely unprofessional. My client has discharged me. I am required by the rules to ask the court to withdraw. Judge French's JA indicated that since I had been discharged I should submit a proposed order which I mailed to the judge but emailed to you so that you would have the order in advance of the judge receiving it. Other than not mentioning a hearing (as in the other case), this order is the same as the order I submitted in the civil case, which has already been entered.

Craig R. Darr, Esq.

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22. Said illegal conduct by Judge French continues despite the fact that on June 9, 2016 Judge Richard L. Oftedal issued an Order on such date Discharging attorney Darr from the related and companion case where again I had been denied due process procedures before the Court. See Exhibit 4.
23. Other background to support the motion has been raised in prior applications showing Judge French, regardless of the unlimited proof provided; to show evidence that Lloyd Wickboldt is in fact an abuser, a Narcissist; that not only abused ME physically, psychologically and emotionally and should have been prosecuted by the law but also he has a record of Domestic abuse, of multiple restraining orders and has even been in jail for Domestic violence before in another State. Judge French has consistently has made negative recommendations" in my case, without even hearing me on the stand.

24. Further that an ultimate biased and prejudiced action from Judge French occurred when he did not even acknowledge my Motion for Continuance of Trial, after he had dismissed my attorney at her request, only a few weeks before Trial. He only responded verbally when I after many times of trying to reach him was able to verbally ask him and He only responded “your Motion is denied” with no explanation.
25. Further, Judge French has repeatedly spoken to me only in rude and condescending tone and manners throughout many of the proceedings which has been witnessed by many.
26. Rule 2.330 Grounds.

(f) Determination - Initial Motion.

The judge against whom an initial motion to disqualify under subdivision (d)(1) is directed shall determine only the legal sufficiency of the motion and shall not pass on the truth of the facts alleged. If the motion is legally sufficient, the judge shall immediately enter an order granting disqualification and proceed no further in the action. If any motion is legally insufficient, an order denying the motion shall immediately be entered. No other reason for denial shall be stated, and an order of denial shall not take issue with the motion.

27. Petitioner states that the Motion is legally sufficient under Rule 2.330 as it fully complies with this code and whether Petitioner has filed a legally sufficient pleading would not negate the fact that Judge David E. French has to mandatorily disqualify under Judicial Canons, Attorney Conduct Codes and Law as stated herein.

Florida Statutes 38.10

Disqualification of judge for prejudice; application; affidavits; etc.—
Whenever a party to any action or proceeding makes and files an affidavit stating fear that he or she will not receive a fair trial in the court where the suit is pending on account of the prejudice of the judge of that court against the applicant or in favor of the adverse party, the judge shall proceed no further, but another judge shall be designated in the manner prescribed by the laws of this state for the substitution of judges for the trial of causes in which the presiding judge is disqualified. Every such affidavit shall state the facts and the reasons for the belief that any such bias or prejudice exists and shall be accompanied by a certificate of counsel of record that such affidavit and application are made in good faith.

28. Petitioner seeks that upon Disqualification of Judge French, that all factual or legal rulings be vacated by the successor judge due to alleged criminal acts and civil torts against Petitioner. Furthermore Petitioner seeks a replacement Judge that is not from the 15 circuit court in Delray Beach, nor Magistrate.

WHEREFORE,

Petitioner Julie M. Gonzalez respectfully prays for an immediate Order of mandatory Disqualification of Judge David E. French from all matters herein and such all prior Orders, Decisions and Judgements being void herein and for such other and further relief as to this Court may be just and proper. Any denial of said motion as legally insufficient shall provide a full and specific written determination of the reasons why such motion is claimed insufficient.

“Under penalties of perjury, I declare that I have read the foregoing ‘VERIFIED SWORN EMERGENCY PETITION AND AFFIDAVIT OF JULIA M. GONZALEZ FOR IMMEDIATE MANDATORY DISQUALIFICATION OF CIRCUIT JUDGE DAVID E. FRENCH’ and that the facts stated in it are true to the best of my knowledge and belief.”

Dated this 24th day of June, 2016

Respectfully Submitted,

/s/ Julie M. Gonzalez

Julie M. Gonzalez

PO 8212911

Pembroke Pines, FL 33082

954-245-4653

juliegonzalez64@hotmail.com

CERTIFICATE OF SERVICE

Petitioner does hereby certify that the foregoing Petition was served on all parties below
by e-file with the clerk of the court this 24th day of June, 2016.

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www.dpmiamilaw.com

Anthony J. Aragona, III
Anthony J. Aragona III, P.A.
1036 Grove Park Circle
Boynton Beach, Florida 33436
Tel: (561) 649-1790
Fax: (561) 649-6767
anthony.aragona@att.net
www.anthonyaragona.com

/s/ Julie M. Gonzalez
Julie M. Gonzalez
PO 8212911
Pembroke Pines, FL 33082
954-245-4653
juliegonzalez64@hotmail.com

EXHIBIT 1 - June 14th 2016 Contempt Order

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA**

IN RE: The Marriage of

LLOYD G. WICKBOLDT,

Petitioner,

CASE NO. 502010DR003810XXXXSB/ Div. FY

and

JULIE M. GONZALEZ,

Respondent.

_____ /

ORDER OF CIVIL CONTEMPT

THIS CAUSE came before the Court on June 7, 2016, upon the Court's Order to Show Cause entered May 13, 2016 (DE 259) and the undersigned Judge, having heard argument of counsel and testimony of Respondent, Julie M. Gonzalez, and being otherwise fully advised in the premises herein, it is,

ORDERED AND ADJUDGED as follows:

1. Petitioner's *ore tenus* Motion to Strike Respondent's Amended Residence and Homestead Affidavit (DE 275) is GRANTED and the Affidavit is hereby stricken. Respondent has been instructed by the Court both in its Order of May 18, 2016 and verbally that Respondent has legal counsel and shall not file anything with the Court on her own.

2. On May 10, 2016, Petitioner filed a Motion for an Order to Show Cause Why Defendant Should Not Be Held in Contempt, Sanctions and Enforcement of Judgment (DE 261) with an Affidavit of Petitioner's attorney setting forth Respondent's non-compliance with the Final Judgment of Dissolution (DE 181) and this Court's Order of May 2, 2016 (DE 258). The

Court entered the Order to Show Cause on May 13, 2016 (DE 259) setting this hearing for June 7, 2016.

3. Respondent, Julie Gonzalez is hereby adjudged to be in indirect civil contempt of Court for willfully failing to comply with the Final Judgment of Dissolution (DE 181) and this Court's Order of May 3, 2016 (DE 258). The Court finds that Respondent has not complied with Paragraph 9 of the Final Judgment of Dissolution, and this Court's Order of May 3, 2016 with regard to the sale of the Miramar property, located at 17103 SW 39th Court, Miramar, Florida 33027 ("Property"). Based upon Respondent's own testimony, her non-compliance has been willful and deliberate, and Respondent further testified that she will refuse to sign any papers in furtherance of completing the sale of the Miramar property, including the Listing Contract with the Court-appointed Realtor, David Rose, presented to her in Court by Petitioner's counsel.

4. Respondent shall sign the Listing Contract presented to her in Court by Petitioner's attorney within 24 hours of the conclusion of this hearing, by 12:00 p.m. on June 8, 2016. If the Respondent fails to properly execute the Listing Agreement, counsel for the Petitioner may file an Affidavit of Non-compliance. Upon receipt of the Affidavit of Non-compliance, the Court will review the Affidavit and the court file, and, under the Court's discretion, may issue a Writ of Bodily Attachment for the arrest and incarceration of Julie M. Gonzalez. If a Writ of Bodily Attachment is issued, Julie M. Gonzalez shall be taken into custody by the Sheriff of Palm Beach or Broward counties, and shall be confined in the county jail until such time as she purges herself of contempt by properly and legally executing the Listing Agreement, and serving the signed Listing Agreement upon counsel for the Petitioner, and filing with the Court.

5. Respondent shall thereafter fully comply with the Final Judgment of Dissolution and shall not hinder in any manner the sale of the Property, including allowing access to the Property for inspection by an appraiser, an inspector, the Court-appointed realtor, prospective purchasers, the Court appointed Receiver, and any other persons reasonably necessary to facilitate and finalize the sale of the Property with at least 3 hours' notice of the need to enter the Property. Respondent shall keep the Property clean and ready to show to prospective purchasers, and shall protect and preserve the value of the Property prior to sale. Respondent shall sign a Purchase Contract with purchasers who offer the appraised value of the Property or more, as determined by the appraisal, or a lesser amount if acceptable to Respondent. If the Respondent is not in full compliance with allowing access to the Property and executing such documents as necessary to finalize and close the sale of the Property, counsel for the Petitioner may file an Affidavit of Non-compliance. Upon receipt of the Affidavit of Non-compliance, the Court will review the Affidavit and the court file, and, under the Court's discretion, may issue a Writ of Bodily Attachment for the arrest and incarceration of Julie M. Gonzalez, or other relief. If a Writ of Bodily Attachment is issued, Julie M. Gonzalez shall be taken into custody by the Sheriff of Palm Beach or Broward counties, and shall be confined in the county jail until such time as she purges herself of contempt as directed by this Court.

6. The Court shall appoint a Receiver to facilitate, oversee and consummate the sale of the Property, under a separate Order, with the costs and fees incurred by the Receiver payable by Respondent, at closing, from Respondent's portion of the closing proceeds

7. Respondent shall pay Petitioner's attorneys' fees for the preparation for and attendance at the June 7, 2016 hearing, in the amount of \$1,400.00 (4 hours at \$350 per hour). If this amount is not paid to Petitioner's attorney, Anthony J. Aragona, III, prior to the closing of

the sale of the Property, any amounts outstanding shall be paid from Respondent's portion of the closing proceeds at closing.

8. It is further ORDERED AND ADJUDGED that this Court retains jurisdiction to tax attorneys' fees and costs and to enter such orders as are proper including a Writ of Bodily Attachment for the arrest of Respondent, Julie M. Gonzalez.

NOTICE TO RESPONDENT: FAILURE TO COMPLY WITH THIS ORDER MAY RESULT IN THE COURT ISSUING A WRIT OF BODILY ATTACHMENT FOR YOUR ARREST. IF YOU ARE ARRESTED, YOU MAY BE HELD IN JAIL UP TO 48 HOURS BEFORE A HEARING IS HELD.

DONE and ORDERED in Chambers at Palm Beach County, Florida this 14 day of

June, 2016.


DAVID E. FRENCH
CIRCUIT COURT JUDGE

Copies furnished to:

Anthony J. Aragona, III, Esq., (anthony.aragona@att.net), 1036 Grove Park Cir., Boynton Beach, FL 33436

Craig R. Dearr, Esq., Dearr Perdigon, (service@dplawmiami.com), One Dattran Center, Suite 1701, 9100 South Dadeland Blvd., Miami, FL 33456

Julie M. Gonzalez, (juliegonzalez64@hotmail.com), PO Box 821911, Pembroke Pines, FL 33082

EXHIBIT 2 - Prior Motions for Discharge

IN THE CIRCUIT OF THE FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA

UNIFIED FAMILY COURT

CASE # 2013 CA 006759 XXXX
MB AA

CASE NO: 502010D2003810 LSB/DIVFY
DIVISION: FY

IN RE:

Alays G Wickham
Petitioner,

and

Julie M Gonzalez
Respondent.

2016 MAY 23 PM 3:50
JULIE M GONZALEZ
SOURCING
ED

MOTION FOR: Amend Motion to Disqualify

I, (print your name) Julie M Gonzalez, the [check one] Petitioner.
 Respondent, in the case am requesting the following Motion:

[✓ the appropriate motion(s):]

- Continue the hearing on (matter being heard) JUDGE DAVID French
(date) _____ (time) _____ before Judge/Commissioner _____
- Dismiss (state action) _____
- Vacate the Court's Order which has been filed by the clerk as docket # _____
- Rehearing (check all that apply) of ___ Paternity, ___ Contempt, ___ Commitment.
- Waive Parenting/Mediation Requirements(s) for _____
- Other _____

Amended Motion to Disqualify
JUDGE DAVID French

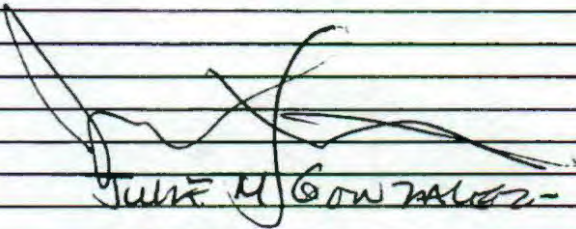
Comes Now Julie M Gonzalez and files under
Information and prays the petition and affidavit
for the disqualification of JUDGE DAVID French - pursuant
to Florida R. App. P. 2.330 and Section 3810 Florida
Statutes for the following grounds and reasons:

SEE ATTACHED Amended Motion For Disqualification
of JUDGE DAVID French:

(4) Pages Attached - Julie M Gonzalez

The following facts support the motion(s) checked above:

SEE ATTACHED Amended Motion For
DISQUALIFICATION OF JUDGE DAVID FRENCH.

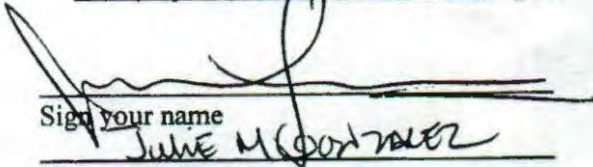

JULIE M. GONZALEZ

4 Pages ATTACHED

I HEREBY CERTIFY that a copy of this Motion has been mailed on (date) 5/23/2016,
2016, by regular mail , certified mail , hand delivered , e-mailed served to _____

Name of other party Wayne G. Wickboldt
Address _____

and to: Attorney (if any) ANTHONY ANACONA
Address 5097 JANECKE CIRCLE
LAKE WORTH, FL 33463


Sign your name JULIE M. GONZALEZ
Print your name _____
Address PO BOX 821911
PALMBOKE PINES FL 33082
Telephone (PSN) 245-4653
E-mail Address(es): _____

IF A NON-LAWYER HELPED YOU FILL OUT THIS FORM, THEY MUST FILL IN THE BLANKS BELOW:

I, (name of non-lawyer) _____, a non-lawyer, located at
(street) _____ (city) _____ (state) _____
(phone) _____, helped {name} _____
who is the (check one) petitioner or respondent, fill out this form.

Standard Motion

Form 425 (rev. 08/2008)

Page 1

Amended Filing 05/19/2016. Case # 502010DR003810XXXXSB/ DIV FY

In the Circuit Court of the fifteen Judicial Circuit in and for Palm Beach County, Florida.

Lloyd G. Wickboldt

v.

Julie M. Gonzalez

Case # 502010DR003810XXXXsb/ Div FY

Defendant.

Other Applicable related cases this Disqualification of Judge David French Should apply to:

* ~~Case # 502010DR3810XXXXSB/DIVFY~~

* Case # 2013CA006759XXXXMBAA- Julie M. Gonzalez

Amended Motion for Immediate DISQUALIFICATION of Judge David French

Comes now Julie M. Gonzalez(Petitioner) and files under information and belief this Petition and Affidavit for Immediate Disqualification of Judge David French, Pursuant to Fla R. Admin P. 2.330 and section 38.10, Florida Statutes, for the following grounds and reasons:

Rule 2.330 (a) Application .

This rule applies only to county and circuit judges in all matters in all divisions of Court.

- 1- Judge David French is a Circuit judge in the 15th Judicial Circuit Probate Division
- 2- Petitioner, a party to the case moves for mandatory disqualification and to otherwise disqualify trial judge David French provided by rules, statutes and by the code of Judicial Conduct.

Judge David French has violated the following Judicial Canons, including but not limited to,

- a- **Canon one-** A judge Shall Uphold the integrity and independence of the Judiciary
- b- **Canon two-** A Judge Shall avoid Impropriety and the Appearance of Impropriety in all of the Judge's Activities.
- c- **Canon three-** A Judge Shall Perform the Duties of Judicial Office IMPARTIALLY and Diligently.

Judge David French has violated Statutes related to, including but not limited to;

Fraud by the Court. Fraud in the Court. Obstruction of Justice through Denial of Due Process. Prejudice. Aiding and Abetting and more.

Judge David French has consistently deprived my basic Constitutional right to be heard in Court. He has obstructed and denied my Due Process. He has been Prejudiced against me and has sheltered opposing council Anthony Aragona and his client Lloyd G. Wickboldt.

Judge David French, has openly and also under the color of Law, denied me and obstructed my Due process, denied me my First and Fourteen amendment rights. Consistently and maliciously ignoring my

Amended Motion to Disqualify Page 1

pleadings, witnesses testimony and factual evidence in my favor to prove my case. Judge French, Regardless of unlimited prove to show, first, to prove my case; to show evidence that Lloyd Wickboldt is in fact an abuser, a Narcissist; that not only abused ME physically, psychologically and emotional and should have been prosecuted by the law but also he has a record of Domestic abuse, of multiple restraining orders and has even been in jail for Domestic violence before in another State. Judge French has consistently has made negative "recommendations" in my case, without even hearing me on the stand. One of his favorite actions after his ruling is to have me attend a follow up Hearing with a General Magistrate, who knows nothing of the case and this Magistrate only signs His order against me. Again without even hearing me, without even knowing anything else contrary to my ex husband's and his attorney false allegations against me. This case is so disturbing to Justice, that even for me, who is experiencing these incredible acts of deception and injustice and corruption in a Court of Law, is hard to believe; I am in shock and despair for such disregard to decency and Justice.

Please read Motion from March of 2013. Where I, Petitioner, requested the return of her personal property stolen by husband Lloyd G. Wickboldt. Petitioner also asked the court for the legal use of the car Petitioner was driving since vehicle was purchased months before the marriage and given to Petitioner as a wedding gift (even though Petitioner had given her own car as a deposit for the new car) Petitioner wanting to help husband to be, who had no credit history after filing for bankruptcy 3 years earlier. (Petitioner had been led to believe at the time, it was 5 years earlier) the car was put under husbands to be, name; husband had also contributed with a cash gift towards the purchase. Petitioner always drove this car, to work, for pleasure and it was kept in my garage of my own home where I lived before the marriage, as agreed with future husband. Nothing was ever mentioned or discussed about future husband having any claims in this car. Otherwise I would Not have given my car as a down payment for a car that it was not meant to be for me. The agreement was that it was a gift to me and that is the reason why I gave my own car as a deposit for the new vehicle. I never got my property back from the abuser; and my car had been falsely reported as stolen by my abuser and I was not able to drive it for I could not get insurance nor I could renew the auto sticker for the car when it was due. Judge French after verbally in court granting my motions; He changed his mind, and my ex never returned my property nor I was given the documents I needed to drive my car. Shortly after I filed a motion to have respondent found in contempt of court; I never received notification even though I repeatedly call Judge French Office for news or update. Again depriving me of my Due process and sheltering my ex-husband.

The ultimate appalling action from Judge French, is when he, did not even acknowledged my Motion for Continuance of Trial, after he had dismiss my attorney at her request, only a few weeks before Trial. He only responded verbally when I after many times of trying to reach him was able to verbally ask him and He only responded ' your Motion is denied.'

I was not represented in Court during my divorce Trial; I was in no condition to represent myself in court, I have no knowledge of the legal system and I had been under a lot of distress; I asked again in Court to please grant me a Continuance for the reasons I just described plus the fact that my Motion had never been acknowledged before; Judge Harrison, a retiree from Virginia, who I have never met before,

Amended Motion to Disqualify Page 3

was the sitting Judge this day. He responded to my pleading " I was told Not to Grant a Continuance of Trial" . Judge Harrison had been obviously briefed by Judge French Not to grant me a Continuance.

During the Trial I was not allowed to testify. My witnesses were not allowed to testify either. The court requested I reveal my living address, as requested by MR. Aragona,(opposing council). The court insisted I reveal my true address; I tried to give my ACP card with my pseudo address to the Judge, upon inspection and under Mr. Aragona's directions, Judge Harrison told me I was going to be held in contempt of Court if I did not reveal my true address (in front of my abuser) I tried to plead with the judge and told him I was afraid for my safety. (I attest that this is true and it was omitted from the Transcript)The Judge again said I was in contempt and I had 2 mins to reveal my address. I reported a different address to the court, for Fear my life was in danger; I could not reveal to my abuser where I had been hiding for the past 3 years(since 2011) when I came back home. Everything in my life has been changed, voters registration, mail, work, everything was changed and reported to the proper authorities including the Court. Judge David French, has never acknowledge the fact that I was bullied and put in a position NO victim should be put through in front of their abuser. After the Trial, He has denied every time my efforts to prove I live in my home, I have everything to prove that; including the paper work filed with the Attorney General where my living address is in record. My own Homestead exemption. Nothing has been able to stop Judge French in wanting to sell my property, insisting I do not live there, regardless of witnesses and clear and concise documentation to prove of my Homestead. Judge David French malicious wrong doing and lack of justice in my case, has caused me my health, my job ; knowingly and maliciously Judge French is determined to steal my house, my Homestead. My pre-marital home, where I have been hiding for the past five years of my live from a despicable man who abused me, who tried to kill me with his own bare hands, and destroyed my life. I have been through a lot of pain and suffering, I had been paralyzed by fear of this man who was supposed to be my life companion. Judge French was aware I had an ACP card issued by the State Attorney General and he knew exactly why I had that ID card with a pseudo address; because I had told him so. Yet he failed maliciously to recognized or even acknowledge the psychological trauma that having been bullied and verbally abused during divorce Trial by Mr. Aragona would cause. Mr Aragona bullied my in court, and demanded I provide my living address in front of my abuser. I tried to speak with the Judge and handed him my ACP card with my pseudo address; Mr Aragona demanded the Judge to force me to say where I lived or to held in contempt of court. (Later after Trial I learned that Mr. Aragona had filed a suit against me and I had not even been served) Based on this they are trying to take my home.

Mr. Aragona and corroborated by the Judge ; said that my ex husband and abuser, the man I have been hiding from for fear of my life, was given the right to sell my homestead with the blessing of the US Family Court. I could not believe this had happened , I had tried to prove time and time again with sworn affidavits, documentation to prove my Homestead is my own property , That I have been living there before and after I ran away from my abusive husband . I had brought witnesses, documents, and my sworn testimony that a huge injustice has been made. Judge French would not listen to any of my witnesses, or any prove presented. Mr Aragona insist that I must be lying and Judge French would not hear me. Judge French has violated all my rights, he has victimized me in court just as much as I was

Amended Motion to Disqualify Page 3

victimized by a cruel man who was my husband, or worse because Judge French represented Justice to me, the Victim. All of these information and more , much more can be easily found in my court file.

Judge French has been very bias and prejudiced against me! Ruling and making recommendations without not even allowed me to testify. I have reasons to believe Judge French will never be fair to me or my case. He has destroyed my life; and I fear he will not stop until he gets my Home and sees me on the streets, why..? Im not quite sure... Furthermore I fear I will not get a fair Trial or Hearing from any of the Judges or Magistrates is the 15th circuit court of Delray Beach. Please remove all my files from this Court.

Petitioner seeks that upon Disqualification of Judge French, that all factual or legal rulings be vacated by the successor judge due to alleged criminal acts and civil torts against Petitioner. Furthermore Petitioner seeks a replacement judge that is not from the 15 circuit court in Delray Beach, nor Magistrate.

Judge French should immediately voluntarily disqualify himself from my case.

All these information is made in god faith and are true to the best of my knowledge and belief,

Dated : May 20, 2016.

Respectfully submitted,

Julie M. Gonzalez.

PO BOX 821911

Pembroke Pines Fl 33082

PH 954 245-4653

Juliegonzalez64@hotmail.com

Julie M Gonzalez

Certificate of Service

All Parties involved have been served by mail of this **Amended Petition** and Motion and filed with the Clerk of Court in Delray Beach Court House.

May 20, 2016.

Julie M. Gonzalez

PO box 821911

Pembroke pines Fl 33082

Julie M Gonzalez

State of Florida County of Broward
The foregoing instrument was acknowledged before me this 23 day of May, 2016, by Julia M. Gonzalez who is personally known to me or who has produced Driver License as identification.

[Signature], Notary Public

Amended Motion to Disqualify
Page 4

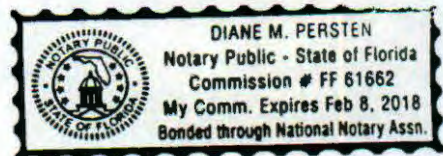


EXHIBIT 3 - Attorney Motion to Withdraw

IN RE: The Marriage of
LLOYD G. WICKBOLDT,

Petitioner,

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND
FOR PALM BEACH COUNTY, FLORIDA

vs.

CASE NUMBER: 2010DR003810XXXXSB/Div.FY

JULIE M. GONZALEZ,

Respondent.

MOTION TO WITHDRAW

Craig R. Darr, Esq. and Darr Perdigon, respectfully move this Court for the entry of an order permitting counsel and the firm to withdraw as attorneys for RESPONDENT, JULIE M. GONZALEZ, and as grounds states that counsel has been discharged by RESPONDENT and therefore can no longer represent RESPONDENT in this matter. A copy of the "Motion for Attorney Dismissal" filed by RESPONDENT on May 10, 2016 and received this date by undersigned counsel is attached hereto as Exhibit "A".

WHEREFORE, Craig R. Darr, Esq. and Darr Perdigon respectfully move this Court for the entry of an order permitting counsel and the firm to withdraw as attorneys for RESPONDENT, and further respectfully request that the Court permit undersigned counsel to appear by phone for the hearing on this motion as counsel has been discharged by the RESPONDENT.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by E-mail this 18th day of May, 2016 upon Anthony Joseph Aragona, III, Esquire, Anthony J. Aragona III, P.A., attorney for Petitioner, Anthony.aragona@att.net, and by Certified U.S. mail

and regular U.S. mail upon RESPONDENT, Julie M. Gonzalez at ACP #201127, P.O. Box 7297, Tallahassee, Florida 32314.

DEARR PERDIGON
Attorneys for Respondent
One Datran Center, Suite 1701
9100 South Dadeland Boulevard
Miami, Florida 33156-7817
Telephone: (305) 670-1237
Facsimile: (305) 670-1238
Service Email: service@dpmiamilaw.com
Email: craig@dpmiamilaw.com

By: 

CRAIG R. DEARR, ESQUIRE
FLORIDA BAR NUMBER: 328170
WENDY S. ROUNDS, ESQUIRE
FLORIDA BAR NUMBER: 746835

My COPIES - J.M.G.

* DIVORCE CASE
CASE 2010 DR 003810
XXXX SB/DIV.F

UB A1

IN THE CIRCUIT OF THE FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA

UNIFIED FAMILY COURT

2013CA006759XXX

CASE NO: 502010DR003810 XXXXES/D
DIVISION: _____

IN RE:

Julie M Gonzalez
~~Petitioner~~, Res Respondent

and

Hoyd G Wickboldt
Respondent/Petitioner

COPY
SOUTH COUNTY BRANCH OFFICE
ORIGINAL RECEIVED

MAY 10 2016

SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

MOTION FOR: Attorney Dismissal

I, (print your name) Julie M Gonzalez, the [check one] Petitioner
 Respondent, in the case am requesting the following Motion:

[✓ the appropriate motion(s):]

- Continue the hearing on (matter being heard) _____
(date) 5/10/2013 (time) 3:25 PM before Judge/Commissioner Judge David French
- Dismiss (state action) Dismissal of Attorney Craig Deann
- Vacate the Court's Order which has been filed by the clerk as docket # _____
- Rehearing (check all that apply) of ___ Paternity, ___ Contempt, ___ Commitment.
- Waive Parenting/Mediation Requirements(s) for _____
- Other _____

Hereby I affirm that Julie M Gonzalez
moves to DISMISS ATTORNEY CRAIG DEANN -
Any communication from now on is to be mailed
to me: Julie Gonzalez RD:
ACP # 201127
PO Box 7297
Tallahassee FL 32304



The following facts support the motion(s) checked above: Julio Monreal Moves For

Dismissal of Attorney Craig Dear

Any further communication should be
mailed to me Julio Monreal

I HEREBY CERTIFY that a copy of this Motion has been mailed on (date) 5/10/2016
20____, by regular mail , certified mail _____, hand delivered _____, e-mailed _____ served to _____

Name of other party _____
Address _____

and to: Attorney (if any) Anthony Anazona
Address 5097 San Canal Circle
Lake Worth Florida 33463

Sign your name
Julio M. Monreal
Print your name
Address: PO Box 3297
Tallahassee FL 32314
Telephone () 954 245-4613
E-mail Address(es): _____

IF A NON-LAWYER HELPED YOU FILL OUT THIS FORM, THEY MUST FILL IN THE BLANKS BELOW:

I, (name of non-lawyer) _____, a non-lawyer, located at
(street) _____ (city) _____ (state) _____,
(phone) _____, helped {name} _____,
who is the (check one) _____ petitioner or _____ respondent, fill out this form.

Composite Exhibit "2"

From: [Kelly Huerta](#)
To: [Anthony Aragona](#)
Subject: Wickboldt v. Gonzalez
Date: Friday, May 20, 2016 5:54:50 PM
Attachments: [Ltr to Judge French sending proposed order to withdraw 5-20-16.pdf](#)

Dear Mr. Aragona,

Attached please find correspondence to Judge French.

If you have any questions or comments, please do not hesitate to contact our office.

Thank you,

Kelly Huerta

Paralegal



9100 South Dadeland Boulevard

Suite 1701

Miami, Florida 33156-7817

305-670-1237

305-670-1238 fax

Email: kelly@dpmiamilaw.com

www.dpmiamilaw.com

This email may contain legally privileged and confidential information intended only for the use of the addressee(s) named above. If you are not the intended recipient of this email, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this email is strictly prohibited. If you have received this email in error, please immediately notify us by telephone (305-670-1237) so that we can arrange to have the original returned to us or forwarded to the intended recipient. Thank You.



DEARR PERDIGON

Attorneys At Law

A Partnership including Professional Associations

Craig R. Dearr
Scott J. Perdigon
Wendy S. Rounds

One Dattran Center
Penthouse I, Suite 1701
9100 South Dadeland Boulevard
Miami, Florida 33156-7817

Ph. 305-670-1237
Fax 305-670-1238
craig@dpmiamilaw.com
www.dpmiamilaw.com

May 20, 2016

The Honorable David E. French
Main Courthouse
205 North Dixie Highway
Courtroom 2
West Palm Beach, Florida 33401

Re: Lloyd Wickboldt v. Julie M. Gonzalez
Case Number: 2010DR003810XXXXSB/Div.FY
Our File Number: 5471.4

Dear Judge French:

Enclosed is a proposed Order on Craig R. Dearr, Esq. and Dearr Perdigon's Motion to Withdraw as Counsel for Defendant, Julie M. Gonzalez. Copies of the proposed order and this letter have been sent to Anthony Aragona, Esq. and Julie Gonzalez via email. If the Order meets with your Honor's approval, please sign the Order and have your judicial assistant send the conformed copies in the enclosed self-addressed, stamped envelopes. If you require any changes, please have the judicial assistant contact me and they will be made promptly.

Respectfully,

DEARR PERDIGON

CRAIG R. DEARR
For the Firm

CRD/kh
Enclosure as stated.

c. Anthony Joseph Aragona, III, Esquire
Julie Gonzalez, *pro se*

IN RE: The Marriage of
LLOYD G. WICKBOLDT,

Petitioner,

vs.

JULIE M. GONZALEZ,

Respondent.

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND
FOR PALM BEACH COUNTY, FLORIDA

CASE NUMBER: 2010DR003810XXXXSB/Div.FY

**ORDER ON CRAIG R. DEARR, ESQ. AND DEARR PERDIGON'S MOTION TO
WITHDRAW AS COUNSEL FOR DEFENDANT JULIE M. GONZALEZ**

THIS CAUSE came before the Court on Craig R. Dearr, Esq. and Dearr Perdigon's Motion to Withdraw as counsel for Defendant, Julie M. Gonzalez. The Court having been advised that counsel has been discharged by Respondent by the Motion for Attorney Dismissal filed with the Court on May 10, 2015, a copy of which having been attached to counsel's motion to withdraw, having reviewed the file and being otherwise fully advised in the premises it is

ORDERED AND ADJUDGED that Craig R. Dearr, Esq. and Dearr Perdigon's Motion to Withdraw as Counsel for Defendant, Julie M. Gonzalez, is hereby granted. Until new counsel appears for Defendant, Julie M. Gonzalez, all papers shall be served upon Defendant by Email at juliegonzalez64@hotmail.com. Defendant shall be responsible to notify the Court and opposing counsel if her Email address changes.

DONE AND ORDERED at Palm Beach County, Florida this ____ day of May,
2016.

HONORABLE DAVID E. FRENCH
CIRCUIT COURT JUDGE

Copies Furnished to:
ANTHONY ARAGONA, ESQUIRE
CRAIG R. DEARR, ESQUIRE
JULIE M. GONZALEZ, *pro se*

EXHIBIT 4 - Order on Motion to Withdraw

LLOYD G. WICKBOLDT,
Plaintiff,

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND
FOR PALM BEACH COUNTY, FLORIDA

vs.

JULIE M. GONZALEZ and
AMTRUST BANK,

CASE NUMBER: 502013CA006759XXXMB AA

CIRCUIT CIVIL DIVISION

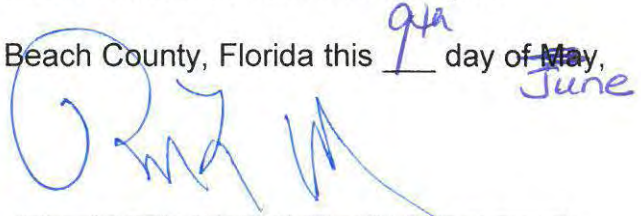
Defendants.

**ORDER ON CRAIG R. DEARR, ESQ. AND DEARR PERDIGON'S MOTION TO
WITHDRAW AS COUNSEL FOR DEFENDANT JULIE M. GONZALEZ**

THIS CAUSE came before the Court on May 19, 2016 at 8:45 a.m. on Craig R. Dearr, Esq. and Dearr Perdigon's Motion to Withdraw as counsel for Defendant, Julie M. Gonzalez, the Court having heard argument of counsel, having confirmed with Defendant Gonzalez in open court that she did not object to the granting of the motion permitting counsel to withdraw, having reviewed the file and being otherwise fully advised in the premises it is

ORDERED AND ADJUDGED that Craig R. Dearr, Esq. and Dearr Perdigon's Motion to Withdraw as Counsel for Defendant, Julie M. Gonzalez, is hereby granted. Until new counsel appears for Defendant, Julie M. Gonzalez, all papers shall be served upon Defendant by Email at juliegonzalez64@hotmail.com. Defendant shall be responsible to notify the Court and opposing counsel if her Email address changes.

DONE AND ORDERED at Palm Beach County, Florida this 19 day of ~~May~~ ^{June},
2016.



HONORABLE RICHARD OFTEDAL
CIRCUIT COURT JUDGE

Copies Furnished to:
ANTHONY ARAGONA, ESQUIRE
CRAIG R. DEARR, ESQUIRE
JULIE M. GONZALEZ, *pro se*

EXHIBIT B - Order Denying Disqualification June 27, 2016

RECEIVED, 7/8/2016 3:22 PM, Clerk, Fourth District Court of Appeal

IN RE: THE MARRIAGE OF
JULIE M. GONZALEZ,
APPELLANT-PETITIONER
V.
LLOYD G. WICKBOLDT,
APPELLEE-RESPONDENT

IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT IN AND
FOR PALM BEACH COUNTY, FLORIDA

CASE No. 502010DR003810XXXXSB / FY

NOTICE OF APPEAL
OF ORDER DENYING MANDATORY DISQUALIFICATION

NOTICE IS GIVEN that Julia M. Gonzalez, Appellant-Petitioner, appeals to the Fourth (4th)
District Court of Appeals from the Order of Palm Beach County Judge David E. French dated

June 27, 2016 Order Denying Mandatory Disqualification and hereby appeals from each and every part of said Order.

Dated: July 7, 2016

/s/ Julie M. Gonzalez
Julie M. Gonzalez
PO 8212911
Pembroke Pines, FL 33082
954-245-4653
juliegonzalez64@hotmail.com

CERTIFICATE OF SERVICE

Petitioner does hereby certify that the foregoing Petition was served on all parties below by e-file with the clerk of the court this 7th day of July, 2016.

Craig Derr
9100 South Dadeland Boulevard
Suite 1701
Miami, Florida 33156-7817
305-670-1237
305-670-1238 fax
craig@dpmiamilaw.com
kelly@dpmiamilaw.com
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Anthony J. Aragona, III
Anthony J. Aragona III, P.A.
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Boynton Beach, Florida 33436
Tel: (561) 649-1790
Fax: (561) 649-6767
anthony.aragona@att.net
www.anthonyaragona.com

David Ryder, Appointed Receiver
4613 University Drive No. 175
Coral Springs, Florida 33067
dr@courtreceivers.com

/s/ Julie M. Gonzalez
Julie M. Gonzalez
PO 8212911
Pembroke Pines, FL
33082
954-245-4653
[juliegonzalez64@hotmail.
com](mailto:juliegonzalez64@hotmail.com)

EXHIBIT 1 - June 27, 2016 Judge French Order Denying Mandatory
Disqualification

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

FAMILY DIVISION: FY
CASE NO.: 2010DR003810

IN RE: THE MARRIAGE OF:

LLOYD G. WICKBOLDT,
Petitioner,
And

JULIE M. GONZALEZ,
Respondent.

**ORDER DENYING JULIE M. GONZALEZ'S VERIFIED SWORN EMERGENCY
PETITION AND AFFIDAVIT FOR IMMEDIATE MANDATORY DISQUALIFICATION
OF CIRCUIT JUDGE DAVID E. FRENCH**

THIS CAUSE came before the Court on **JULIE M. GONZALEZ'S EMERGENCY
VERIFIED MOTION**

Upon review by the Court it is ORDERED AND ADJUDGED that:

The request for emergency hearing is DENIED. The Motion does not allege matters entitled to be heard on an emergency or expedited basis over other matters pending before the Court. *See* A.O. 11.108-09/08; 5.203.

It is further

ORDERED AND ADJUDGED that, JULIA M. GONZALEZ's, Verified Sworn
Emergency Petition and Affidavit for Immediate Mandatory Disqualification of Circuit Judge David
E. French, docketed June 27, 2016, after having been carefully reviewed and considered by the
Court pursuant to Fla. R. Jud. Admin. 2.330(f), and the Court being otherwise duly advised in the
premises, finds:

1. Rule 2.330, Florida Rules of Judicial Administration, provides in relevant part:

The judge against whom an initial motion to disqualify under subdivision (d)(1) is directed shall determine only the legal sufficiency of the motion and shall not pass on the truth of the facts alleged. If the motion is legally sufficient, the judge shall immediately enter an order granting disqualification and proceed no further in the action. If any motion is legally insufficient, an order denying the motion shall immediately be entered. No other reason for

denial shall be stated, and an order of denial shall not take issue with the motion.

2. The Court hereby determines only that the Motion is *legally insufficient*, *Pendelton v. State.*, 933 So.2d 1291 (Fla. 4th DCA 2006).
3. Accordingly, said Motion is **DENIED**.

DONE AND ORDERED in West Palm Beach, Palm Beach County, Florida this 27th
day of **June, 2016**.



Circuit Court Judge

copies furnished:

Julie M. Gonzalez, P.O. Box 8212911, Pembroke Pine, FL 33082; juliegonzalez64@hotmail.com

Craig Darr, Esq., 9100 South Dadeland Boulevard, Suite 1701, Miami, FL 33156

craig@dpmiamilaw.com; kelly@dpmiamilaw.com

Anthony J. Aragona, III, Esq., 1036 Grove Park Circle, Boynton Beach, FL 33436; anthony.aragona@att.net

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

FAMILY DIVISION: FY
CASE NO.: 2010DR003810

IN RE: THE MARRIAGE OF:

LLOYD G. WICKBOLDT,
Petitioner,
And

JULIE M. GONZALEZ,
Respondent.

**ORDER DENYING JULIE M. GONZALEZ'S VERIFIED SWORN EMERGENCY
PETITION AND AFFIDAVIT FOR IMMEDIATE MANDATORY DISQUALIFICATION
OF CIRCUIT JUDGE DAVID E. FRENCH**

THIS CAUSE came before the Court on **JULIE M. GONZALEZ'S EMERGENCY
VERIFIED MOTION**

Upon review by the Court it is ORDERED AND ADJUDGED that:

The request for emergency hearing is DENIED. The Motion does not allege matters entitled to be heard on an emergency or expedited basis over other matters pending before the Court. *See* A.O. 11.108-09/08; 5.203.

It is further

ORDERED AND ADJUDGED that, JULIA M. GONZALEZ's, Verified Sworn
Emergency Petition and Affidavit for Immediate Mandatory Disqualification of Circuit Judge David
E. French, docketed June 27, 2016, after having been carefully reviewed and considered by the
Court pursuant to Fla. R. Jud. Admin. 2.330(f), and the Court being otherwise duly advised in the
premises, finds:

1. Rule 2.330, Florida Rules of Judicial Administration, provides in relevant part:

The judge against whom an initial motion to disqualify under subdivision (d)(1) is directed shall determine only the legal sufficiency of the motion and shall not pass on the truth of the facts alleged. If the motion is legally sufficient, the judge shall immediately enter an order granting disqualification and proceed no further in the action. If any motion is legally insufficient, an order denying the motion shall immediately be entered. No other reason for

denial shall be stated, and an order of denial shall not take issue with the motion.

2. The Court hereby determines only that the Motion is *legally insufficient*, *Pendelton v. State*, 933 So.2d 1291 (Fla. 4th DCA 2006).
3. Accordingly, said Motion is **DENIED**.

DONE AND ORDERED in West Palm Beach, Palm Beach County, Florida this 27th day of June, 2016.



Circuit Court Judge

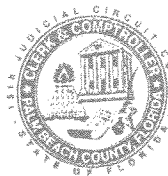
copies furnished:

Julie M. Gonzalez, P.O. Box 8212911, Pembroke Pine, FL 33082; juliegonzalez64@hotmail.com

Craig Darr, Esq., 9100 South Dadeland Boulevard, Suite 1701, Miami, FL 33156

craig@dpmiamilaw.com; kelly@dpmiamilaw.com

Anthony J. Aragona, III, Esq., 1036 Grove Park Circle, Boynton Beach, FL 33436; anthony.aragona@att.net



STATE OF FLORIDA • PALM BEACH COUNTY

I hereby certify that the foregoing is a true copy of the record in my office with redactions, if any as required by law.

THIS 06 DAY OF July 2016

SHARON R. BOOK
CLERK & COMPTROLLER

By Ashley Williams
DEPUTY CLERK

EXHIBIT C - Email from Attorney Dearr on Secret Hearing April 28, 2016

From: craig dearr (craig@dpmiamilaw.com)

Sent: Thu 4/28/16 10:52 PM

To: juliegonzalez64@hotmail.com

1 attachment (666.6 KB)

5471 April 16.PDF

Hello Julie,

I am sorry I did not have a chance to give you a result from the hearing last week, the one which I had you sign the affidavit to file with the court. To remind you, that was Lloyd's motion for summary judgment in the separate civil suit where you have your counterclaim, basically saying that he was entitled to a judgment as a matter of law because any facts that had been in dispute were decided at the divorce trial, so he should just get his judgment. Based on his claim that you stole over \$230,000 by forging the checks, and his claim under the civil theft statute that, if he proves his allegation of theft to be true, would grant him treble damages (3 times the amount) that you allegedly stole, he was seeking a judgment against you of over \$730,000. I am sure it is troubling to you to hear the number he is seeking, but the good news is that the judge denied his motion. This does not mean you win the case, it just means he doesn't win at this point, and the judge is going to make him present his case (and yours) to a jury for them to decide. The trial in this case was supposed to be sometime in June (it is set for a trial period beginning at the end of June, but no exact date). However, Aragona has filed a motion for a continuance, to postpone the trial date for several different

reasons, including some health issues he (Aragona) has to take care of. In any event, I told him I did not object to his request for the continuance, but it is still up to the judge to decide. The judge indicated at the hearing he probably would grant that motion, but it had not officially been heard yet. I may know more by Monday, but my feeling is that it will be granted. I agreed for several reasons to the request for a continuance, but one of the main reasons is to give you time to try to find an attorney to take over the case.

The second hearing was this afternoon before Judge French. This was your objections to the ruling of the General Magistrate (from our hearing in November) that said you could not claim the homestead exemption to prevent the sale of your house as the judge ordered in the final judgment in the divorce case. Unfortunately, the results of this hearing were not in your favor. The judge ruled consistently with the General Magistrate's ruling that because, at the trial, you said you were not living in the property, and Judge Harrison made a specific finding in the final judgment that the property was not your homestead, you were no longer able to make that claim now to prevent the sale. I am very sorry that the judge would not accept my arguments, which I still think are correct. Judge French certainly still has a recollection of this case and his comments made it clear to me that regardless of any merit to my arguments, he was not going to prevent the sale of your house.

I have been reluctant to raise this issue with you again, but I really no longer have a choice. I cannot continue to represent you in either of these cases when you are unable to not only pay my current fees, but when I have been

carrying such a large balance on your account for a very long time.

Again, Julie, I regret terribly the need to make this decision, but I simply cannot afford to do this anymore. If you would like the name of a bankruptcy lawyer, please let me know and I will do what I can to make a referral for you.

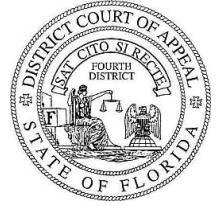
Best regards,

Craig R. Dearr, Esq.

End email

EXHIBIT D

Appellant's Reply Brief Case No. 13-4351



**IN THE DISTRICT COURT OF APPEAL OF FLORIDA
FOURTH DISTRICT**

JULIE M. GONZALEZ,

Appellant,

vs.

LLOYD G. WICKBOLDT,

Appellee.

CASE NUMBER: 4DCA#: 13-4051

Lower Court Case No.: 2010DR003810XXXX

SB/Div.FY

REPLY BRIEF OF APPELLANT

CRAIG R. DEARR, ESQ.

Florida Bar No. 328170

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Attorneys for Appellant,

Julie M. Gonzalez

TABLE OF CITATIONS AND AUTHORITIES

<u>Cases</u>	<u>Page</u>
<i>Migliore v. Migliore</i> , 717 So.2d 1077 (Fla. 4 th DCA 1998).....	2
<i>Slotnick v. Slotnick</i> , 891 So.2d 1086 (Fla. 4 th DCA 2004).....	7
<i>Yan v. Byers</i> , 88 So.3d 392 (Fla. 4 th DCA 2012).....	4

INTRODUCTION

In this Reply Brief of APPELLANT, the APPELLANT, JULIE M. GONZALEZ, will be referred to by title (i.e. APPELLANT). APPELLEE, LLOYD G. WICKBOLDT, will be referred by title (i.e. APPELLEE). When referencing pages in the Initial Brief of Appellants it will be referred to as “IB ___” and pages in the Appellee’s Answer Brief will be referred to as “AB ___”. The symbol “T” will refer to the portions of the transcript of the trial testimony on June 28, 2013. Trial exhibits and other documents referred to in this reply brief were attached to the Initial Brief in Appendix 1 and will be referred to as “A1. All emphasis has been supplied by counsel unless indicated to the contrary.

ARGUMENT

I.

DUE PROCESS REQUIRED THAT APPELLANT’S MOTION FOR CONTINUANCE BE GRANTED WHEN THERE WAS CIRCUMSTANCES WHICH SUPPORTED HER REQUEST AND NO DEMONSTRABLE PREJUDICE TO APPELLEE

APPELLEE’S assertion in both his argument and his statement of the case and facts¹ is that APPELLANT had notice of her prior counsel’s motions to withdraw and the notices of hearing on the motion because both documents contain a certificate of service that APPELLANT was notified “via confidential e-mail.”

¹ Contrary to the requirements of Rule 9.210, APPELLEE unnecessarily injects argument into his statement of the case and facts.

(AB 15). APPELLEE presents no record evidence, other than the certificates of service on the motions and notices of hearing, to support the assertion that APPELLANT actually had notice of the motions and hearings. Additionally counsel for APPELLEE refers to his representation to the court that APPELLANT’S prior counsel “...stated that they notified her both verbally and sent her a copy of the Motions to Withdraw, the Notices of Hearing and The Order Granting Withdrawal.” (AB 15). Apparently counsel’s argument is based on the contention that the trial court (and therefore this court) should accept his assertion that he was “notified” by prior counsel that notice was **sent**, but APPELLANT’S direct statement to the trial court, which were otherwise unrebutted, that she had **not received** the motions, notices of hearing or order, should be disregarded.

Although the certificate of service presents a presumption of service, that presumption can be rebutted by competent evidence and testimony. *Migliore v Migliore*, 717 So.2d 1077 (Fla. 4th DCA 1998). Furthermore, in the instant case there is additional documentary evidence that APPELLANT did not receive the order of withdrawal.² In the Order Granting Motion to Withdraw (A1 2), the order states only that copies were furnished to Laura Schantz, Esq. (APPELLANT’S prior counsel) and Anthony J. Aragona, III, Esq. (APPELLEE’S counsel). Even

² In his statement of the case and facts, APPELLEE argues that APPELLANTS assertion that she did not receive notice of the hearing on the motion was not supported by the record. (AB 2) However, later in the same section of his brief APPELLEE acknowledges that in her motion for continuance APPELLANT stated that she had not received the notice of hearing nor the order on the motion to withdraw. (AB 4).

the body of the order itself, which incorrectly states that “**Petitioner’s Motion to Withdraw**” was granted (APPELLANT was the Respondent below), does not state that the order is to be served, by any means, on APPELLANT, only that “...this Court orders all further pleadings shall be sent to the Respondent, Julie M. Gonzalez, at 17103 SW 39th Court, Miramar, FL 33027.” (A1 2). While APPELLEE tries to place any blame for not receiving the documents on APPELLANT, by asking this court to note that “...Ms. Gonzalez refused to provide any address or even an e-mail address to the undersigned or to the court,...” APPELLEE fails to give any reason why the order granting the motion to withdraw did not provide that a copy of the order was to be served on APPELLANT at whatever address they had, including the address specifically stated in the order. While there may be a dispute as to whether APPELLANT was given proper notice of the hearing and the entry of the order granting the motion to withdraw, there is no dispute that APPELLANT was not present at the hearing when the motion was granted. APPELLEE attempts to emphasize what he perceives as a lack of cooperation by APPELLANT without addressing the question of why the court, counsel for APPELLEE and APPELLANT’S prior counsel, did not properly show that any attempt was made to insure that APPELLANT received the order stating that her counsel had withdrawn. There is nothing in the order to indicate that such notice was given to APPELLANT.

Furthermore, if APPELLEE'S contention was accurate that APPELLANT had refused to provide any address, the court, as well as counsel for APPELLEE, could have inquired of former counsel for APPELLANT, at the hearing on the motion to withdraw, if another address, whether email or otherwise, was available for APPELLANT. Nothing in the order, or in APPELLEE'S argument, indicates that such an attempt was made.

As stated in her initial brief, it is APPELLANT'S contention that she was denied due process because her request for a continuance was denied when she stated she did not have timely notice that her prior counsel had withdrawn and she needed additional time to retain new counsel. (IB 7). As cited in her initial brief, *Yan v Byers*, 88 So.3d 392 (Fla. 4th DCA 2012) defines procedural due process as requiring both reasonable notice and meaningful opportunity to be heard. How could either notice or opportunity to be heard regarding the withdrawal have been given to APPELLANT if she did not receive the order granting the motion to withdraw. Even if she had received the order, the order did not simply state that her attorney had withdrawn, but actually stated that Petitioner's (APPELLEE'S) attorney had withdrawn.

APPELLEE argues that there were no extenuating circumstances which would have justified granting the motion for continuance made the day of the trial. (AB 13). Surely the defect in the order, which purported to grant the

motion to withdraw of APPELLANT'S prior counsel, would constitute extenuating circumstances. The order neither indicated on its face that it was being effectively served, or sent in any fashion to APPELLANT, nor correctly stated that it was APPELLANT'S, not APPELLEE'S, counsel who was withdrawing. APPELLEE also attempts to argue that he would have been prejudiced if the motion for continuance had been granted. APPELLEE'S only support of such prejudice is the conclusory statement that "[c]ertainly on the day of trial, the granting of such Motion would have prejudiced the Appellee, ..." without stating what prejudice would have been suffered by APPELLEE. Apparently he attempts to argue that "extraordinary inconvenience" because of counsel's extensive preparation, and that the trial had been set for nine months, is the prejudice suffered by APPELLEE. (AB 13). Inconvenience or delay could possibly have justified an award of attorney's fees in the right circumstance, but would not constitute prejudice to APPELLEE in the circumstances of this case.

II

THE TRIAL COURT DID NOT GIVE ADEQUATE NOTICE TO APPELLANT, AS A *PRO SE* PARTY, THAT SHE HAD THE RIGHT OR OPPORTUNITY TO PRESENT HER DEFENSE OF APPELLEE'S CASE IN CHIEF NOR TESTIMONY OR EVIDENCE TO SUPPORT HER COUNTERPETITION

Although APPELLEE argues that APPELLANT was given adequate opportunity to testify (AB 21), there is no record support to show that she was given any opportunity to present testimony or evidence to defend the claims raised in the petition of APPELLEE or support her counterpetition filed in this case. The testimony of APPELLANT was her testimony in the case in chief of APPELLEE. The testimony which APPELLEE cites in his answer brief, which he attempts to use to support the proposition that APPELLANT was given “every opportunity to present testimony” (AB 17), only emphasizes the prejudice suffered by APPELLANT due to her lack of proper representation by counsel at the hearing. A trial court’s attempt to guide the *pro se* litigant is not meant to be a substitution for competent counsel. Furthermore, there is nothing in the trial transcript which would indicate that any opportunity was given to APPELLANT to present a defense or her case in chief. The only reference to what might have been considered an attempted defense of the claims made were the witness which the trial court excluded. Even in doing so, the trial court seemed to be rushing the APPELLANT, not giving her an adequate chance to present her defense and her

case. The trial court stated “[q]uickly, did you want these folks to testify” (T. 243). After the trial court excluded the witnesses, the final ruling was announced (T. 245) without any indication to APPELLANT that she could testify herself in support of her defense or her counterpetition.

At no time was APPELLANT given the right to be heard. Noticeably APPELLEE makes no reference to any statements by the trial court in the trial transcript which would indicate that APPELLANT had an adequate opportunity to present her case. As this court held in *Slotnick v. Slotnick*, 8891 So.2d 1086 (Fla. 4th DCA 2004) the trial court commits reversible error when it summarily disposes of factual issues by informally discussing them. In this case the discussion was with a *pro se* litigant, not familiar with proper procedures, who was forced to represent herself when her motion for continuance was denied. APPELLEE’S argument that the Final Judgment is based upon “competent, substantial evidence” (AB 21) ignores the fact that the competent and substantial evidence he is referring to is completely one sided without the adverse party being given the opportunity to present her defense or case in chief. The APPELLEE refers to the manner in which the trial court ended the case and made its ruling without affording APPELLANT the proper opportunity to present her defense or case in chief as “...somewhat non-traditional.” (AB 8). APPELLEE’S counsel failing to announce that he had rested his case in chief and APPELLANT not being

requested to present her defense and case in chief was much more than “non-tradition”, it was a denial of APPELLANTS due process and her right to be heard.

CONCLUSION

APPELLANT was denied due process by the lower court's denial of APPELLANT'S motion for continuance, by not affording APPELLANT the opportunity to put on her case in defense of APPELLEE'S claims, and present testimony and evidence in support of the claims raised in her counterpetition. There were no dilatory tactics by APPELLANT and there would have been no prejudice to APPELLEE if the Court had granted the continuance. Additionally it is fundamental to the concept of due process that the APPELLANT have the right to be heard. Being that APPELLANT was denied her due process rights, APPELLANT respectfully requests that this Court reverse the ruling of the trial court and remand this case to the trial court for a new trial.

Respectfully submitted,

CRAIG R. DEARR, ESQUIRE
DEARR PERDIGON, Attorneys at Law
One Datran Center, Suite 1701
9100 South Dadeland Boulevard
Miami, Florida 33156-7817
Telephone: (305) 670-1237
Facsimile: (305) 670-1238
Service Email: service@dpmiamilaw.com
Email: craig@dpmiamilaw.com

Attorneys for Appellant

By: 

Craig R. Dearr, Esquire
Wendy S. Rounds, Esquire

CERTIFICATE OF SERVICE

I DO HEREBY CERTIFY that a true copy of the foregoing **Reply Brief** was served by email this 17th day of November, 2014 upon the following counsel of record:

Attorneys for Appellee

Anthony J. Aragona, III, Esquire
5097 Sancerre Cir.
Lake Worth, FL 33463
Anthony.aragona@att.net



Craig R. Darr
Wendy S. Rounds

CERTIFICATE OF COMPLIANCE

The undersigned hereby certifies that the foregoing was prepared in accordance with the rule requiring the Times New Roman 14 point or Courier New 12 point.



Craig R. Darr
Wendy S. Rounds