



**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 BEACH, CALIFORNIA  
5000 HIGHWAY 101, SUITE 100  
SAN DIEGO, CALIFORNIA 92108

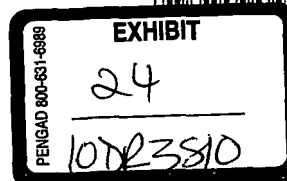
**IF YOU MISS THE DEADLINE TO APPEAL, YOU HAVE OTHER APPEAL RIGHTS:**

- 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	
<b>TTL</b>	<b>14</b>						

**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

000182

**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 MI Last name  
**Julie 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. Apartment no.  
**17103 SW 39 Court**  
 You **must** enter your social security number (e) above

City, town or post office. If you have a foreign address, see instructions. State ZIP code  
**Miramar FL 33027**  
 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 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 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 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.

*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 <b>▶</b> 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 <b>▶</b> 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 <b>▶</b>	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- <b>▶</b>	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 <b>▶</b>	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	Non-taxable combat pay election <b>▶</b> 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 <b>▶</b>	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 <b>▶</b>	73a	2,472.
b	Routing number <input type="text" value="XXXXXXXXXX"/> <b>▶</b> 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 <b>▶</b> 74		
75	Amount you owe. Subtract line 71 from line 63. For details on how to pay, see instructions <b>▶</b>	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

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.

Designee's name <b>▶</b>	Phone no. <b>▶</b>	Personal identification number (PIN) <b>▶</b>
Your signature <b>▶</b>	Date	Your occupation <b>Medical</b>
Spouse's signature. If a joint return, both must sign. <b>▶</b>	Date	Spouse's occupation
Preparer's signature <b>▶</b>	Date	Preparer's SSN or PTIN

**Paid Preparer's Use Only**

Preparer's signature **▶** **Self-Prepared**

Firm's name (or yours if self-employed) address, and ZIP code **▶**

EIN

Phone no.

Check if self-employed

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. Spouse's first name MI Last name. Home address 17103 SW 39 Court Miramar FL 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 [X] 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. Jose Wilblinger 5 Qualifying widow(er) with dependent child (see instructions)

Exemptions

If more than four dependents, see instructions.

6a [X] Yourself. If someone can claim you as a dependent, do not check box 6a 6b Spouse. c Dependents: (1) First name Last name (2) Dependent's social security number (3) Dependent's relationship to you (4) [X] if qualifying child for child tax credit (see instrs). 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. 8b Tax-exempt interest. Do not include on line 8a 8b 9a Ordinary dividends. Attach Schedule B if required 9a 9b 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 15b Taxable amount (see instrs) 15b 16a Pensions and annuities 16a 16b 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 20b 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 31b 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, 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.

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. <b>Do not</b> 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 <b>after</b> 2002 and <b>before</b> the due date (including extensions) of your 2005 tax return (see instructions). If married filing jointly, include <b>both</b> spouses' amounts in <b>both</b> 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 <b>smaller</b> of line 5 or \$2,000	6 2,000.	
7 Add the amounts on line 6. If zero, <b>stop</b> ; 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)
<b>Enter on line 9--</b>				
---	\$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, <b>stop</b> ; you cannot take this credit	13 858.
14 <b>Credit for qualified retirement savings contributions.</b> Enter the <b>smaller</b> 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**

<b>Medical and Dental Expenses</b>		<b>Caution.</b> 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			
<b>Taxes You Paid</b>		<b>5 State and local (check only one box):</b>			
		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	Personal property taxes	7			
8	Other taxes. List type and amount ▶	8			
9	Add lines 5 through 8	9			2,740.
<b>Interest You Paid</b>		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.
<b>Gifts to Charity</b>		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.
<b>Casualty and Theft Losses</b>		19	Casualty or theft loss(es). Attach Form 4684. (See instructions.)	19	
<b>Job Expenses and Certain Miscellaneous Deductions</b>		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.
<b>Other Miscellaneous Deductions</b>		27	Other – from list in the instructions. List type and amount ▶	27	
<b>Total Itemized Deductions</b>		28 Is Form 1040, line 38, over \$145,950 (over \$72,975 if MFS)?		28	11,617.
		<input checked="" type="checkbox"/> <b>No.</b> 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"/> <b>Yes.</b> 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

▶ **Attach to your tax return if you claimed a total deduction of over \$500 for all contributed property.**  
▶ **See separate instructions.**

Name(s) shown on your income tax return

**Julie Gonzalez**

Identifying number

**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.

1	(a) Name and address of the donee organization	(b) Description of donated property (For a donated vehicle, enter the year, make, model, condition, and mileage)
A	<b>Vietnam Vets Miami / Ftlauderdale Florida</b>	<b>5x8 Area Rug, TV. Kitchen Furniture and clothing</b>
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	<b>Aug 24, 2005.</b>	<b>Various</b>	<b>Purchase</b>	<b>1,800.</b>	<b>750.</b>	<b>Comparable sales</b>
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 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

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 of zeros for payment details.

**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:

- |                        |                       |   |
|------------------------|-----------------------|---|
| <b>A) Marriage</b>     | <b>B) Divorce</b>     | <b>C) Death (See Instructions, Filing Status)</b> |
| 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:

- |                                   |                                   |
|-----------------------------------|-----------------------------------|
| <b>Taxpayer # 1</b>               | <b>Taxpayer # 2</b>               |
| 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.

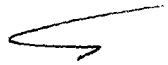
Page 3

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 <b>LEAVITT MANAGEMENT GROUP          INC          MEDICAL HAIR RESTORATION          2600 LAKE LUCIEN DR 180          MAITLAND FL 32751</b> Batch #00615			
e/f Employee's name, address, and ZIP code <b>JULIE GONZALEZ          17103 SW 39 COURT          MIRAMAR, FL 33027</b>			
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 Ind 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	
<b>Reported W-2 Wages</b>	<b>12,179.17</b>	<b>12,179.17</b>	<b>12,179.17</b>	

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.

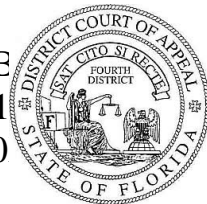
Form and Detach Here

**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

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

## INDEX OF PROCEEDINGS

VOLUME 1

## OPENING STATEMENTS:

By Mr. Aragona	9
By Ms. Gonzalez	18

## WITNESSES FOR THE PETITIONER

FRED PAUL SCHILD	
Direct Examination by Mr. Aragona	21

JOHN SMITH	
Direct Examination by Mr. Aragona	36
Cross Examination by Ms. Gonzalez	53
Redirect Examination by Mr. Aragona	65

LLOYD WICKBOLDT, M.D.	
Direct Examination by Mr. Aragona	67

## INDEX OF PETITIONER'S EXHIBITS

<u>NO.</u>	<u>MARKED</u>	<u>ADMITTED</u>
1		26
2		35
3		35
4		48
5		48
6		48
7		66
8	74	156
9	83	
10	83	

## 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 Pfothenaur  
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 Pfothenaur 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,  
26                   Professional Reporter.

## INDEX OF PROCEEDINGS

VOLUME 2

## WITNESSES FOR THE PETITIONER

LLOYD WICKBOLDT, M.D. (Continued)

Direct Examination by Mr. Aragona 87

Cross Examination by Ms. Gonzalez 148

RICHARD BLACKWELL SEELY, M.D.

Direct Examination by Mr. Aragona 205

Cross Examination by Ms. Gonzalez 212

JULIE M. GONZALEZ

Direct Examination by Mr. Aragona 223

JUDGE'S RULING 245

CERTIFICATE OF REPORTER 255

## INDEX OF PETITIONER'S EXHIBITS

	<u>NO.</u>	<u>MARKED</u>	<u>OFFERED</u>	<u>ADMITTED</u>
3	11	96		
4	12	111		
5	13	114		
6	14	125	140	
7	15	125	140	
8	16		140	
9	17		140	
10	18		140	
11	19		140	
12	20			212
13	21	226		
14	22			231
15	23			231
16	24			232
17	25			235
18	*Unidentified Documents		126, 132, 135	

19  
20  
21  
22  
23  
24  
25



## A F T E R N O O N P R O C E E D I N G S

- - - - -

(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.)

3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25



## 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 15<sup>TH</sup> 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 39<sup>th</sup> 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) 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 10AM 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 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 Lloyd G Wickboldt and to: Attorney (if any) Anthony J. Dragoina  
Address \_\_\_\_\_ Address 5097 Sanchez Circle  
LAKE WORTH FL 33463

Sign your name Julie Gonzalez  
Print your name Julie Gonzalez  
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 4<sup>th</sup> 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

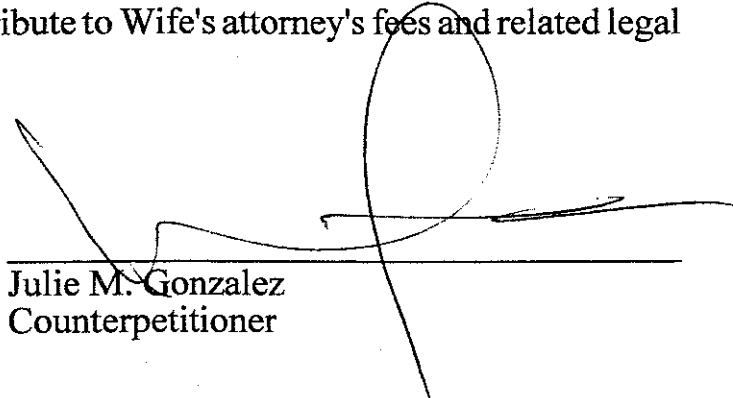
COBRA or other appropriate statutes, laws, rules, regulation, terms and conditions, regarding such policies and/or plans.

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.

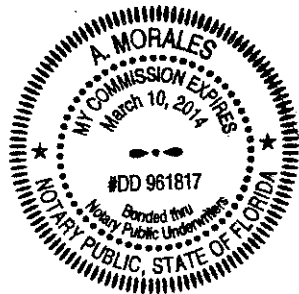
J. Restore Wife's prior name, JULIE MARIA GONZALEZ.

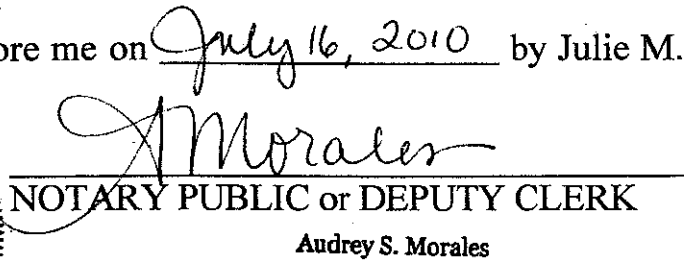
K. Require Husband to contribute to Wife's attorney's fees and related legal expenses and costs.

  
\_\_\_\_\_  
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  
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 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 39<sup>th</sup> 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 39<sup>th</sup> 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. 39<sup>th</sup> 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**.

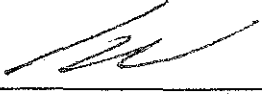
Respectfully submitted,

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 4~~7~~ 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 15<sup>th</sup> 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.

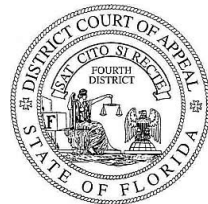
DONE AND ORDERED in West Palm Beach, Palm Beach County, Florida this  
R3 day of September, 2013.

151 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

9100 South Dadeland Boulevard

Miami, Florida 33156-7817

Phone (305) 670-1237

Fax (305) 670-1238

Service Email: [service@dpmiamilaw.com](mailto:service@dpmiamilaw.com)

Email: [craig@dpmiamilaw.com](mailto:craig@dpmiamilaw.com)

*Attorneys for Appellant,*

*Julie M. Gonzalez*

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
<b>TABLE OF CITATIONS AND AUTHORITIES</b> .....	ii
<b>INTRODUCTION</b> .....	1
<b>STATEMENT OF THE CASE AND FACTS</b> .....	1
<b>ISSUES PRESENTED</b> .....	5
A. WHETHER GONZALEZ WAS DENIED DUE PROCESS BY THE LOWER COURT’S DENIAL OF HER MOTION FOR CONTINUANCE IN ORDER TO OBTAIN REPRESENTATION BY COUNSEL.	
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.	
<b>SUMMARY OF THE ARGUMENT</b> .....	5
<b>ARGUMENT</b> .....	7
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.	
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.	
<b>CONCLUSION</b> .....	22
<b>CERTIFICATE OF SERVICE</b> .....	24
<b>CERTIFICATE OF COMPLIANCE</b> .....	24
<b>APPENDIX (TRANSCRIPT OF PROCEEDINGS, VOLUMES 1 &amp; 2)</b> (RELEVANT PLEADINGS, MOTION, ORDER)	

**TABLE OF CITATIONS AND AUTHORITIES**

<b><u>Cases</u></b>	<b><u>Page</u></b>
<i>Baron v. Baron</i> , 941 So.2d 1233 (Fla. 2 <sup>nd</sup> DCA 2006).....	13, 14, 15, 22
<i>Brinkley v. County of Flagler</i> , 769 So.2d 468 (Fla. 5 <sup>th</sup> DCA 2000).....	16, 22
<i>Fleming v. Fleming</i> , 710 So.2d 601 (Fla. 4 <sup>th</sup> DCA 1998).....	11, 12
<i>K.G. v. Fla. Dep’t of Children &amp; Families</i> , 66 So.3d 366 (Fla. 1 <sup>st</sup> DCA 2011)...	19
<i>Minakan v. Husted</i> , 27 So.3d 695(Fla. 4 <sup>th</sup> DCA 2010).....	19
<i>Myers v. Seigel</i> , 920 So.2d 1241 (Fla. 5 <sup>th</sup> DCA 2006).....	13
<i>Rice v. NITV, LLC</i> , 19 So.3d 1095 (Fla. 2 <sup>nd</sup> DCA 2009).....	13
<i>Slotnick v. Slotnick</i> , 891 S0.2d 1086 (Fla. 4 <sup>th</sup> DCA 2004).....	18
<i>Strader v. Zeide</i> , 796 So.2d 591 (Fla. 4 <sup>th</sup> DCA 2001).....	12, 13
<i>Vollmer v. Key Dev. Props.</i> , 966 So.2d 1022 (Fla. 2 <sup>nd</sup> DCA 2007).....	16, 19
<i>Yan v. Byers</i> , 88 So.3d (Fla. 4 <sup>th</sup> DCA 2012).....	7
 <b><u>Other Authorities</u></b>	
F.S. §90.609.....	20



## **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."<sup>1</sup> The order shows copies of the order furnished to Laura Schantz, Esq. and Arnthonny 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, 2013<sup>2</sup> (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

---

<sup>1</sup> 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.

<sup>2</sup> 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 17<sup>th</sup>. 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,<sup>3</sup> 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)

---

<sup>3</sup> 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 GONZALEZ<sup>4</sup>, 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.

---

<sup>4</sup> 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 4<sup>th</sup> 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.<sup>5</sup> 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,

---

<sup>5</sup> 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.<sup>6</sup>

“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. 4<sup>th</sup> DCA 1998). All of these factors showing an abuse of discretion by the

---

<sup>6</sup> 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. 4<sup>th</sup> 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.<sup>7</sup> 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. 2<sup>nd</sup> DCA 2009); *Baron v. Baron*, 941 So.2d 1233 at 1236 (Fla. 2<sup>nd</sup> 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. 5<sup>th</sup> 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

---

<sup>7</sup> 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.”<sup>8</sup>

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. 5<sup>th</sup> 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.<sup>9</sup> At the close of APPELLEE’S direct

---

<sup>8</sup> Procedural due process is a constitutional guarantee. *See, e.g., Vollmer v. Key Dev. Props.*, 966 So.2d 1022 (Fla. 2<sup>nd</sup> DCA 2007).

<sup>9</sup> 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:** Quickly<sup>10</sup>, 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)

---

<sup>10</sup> 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.<sup>11</sup> 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.<sup>12</sup> 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.<sup>13</sup> GONZALEZ was not asked if

---

<sup>11</sup> 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. 4<sup>th</sup> DCA 2004).

<sup>12</sup> 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.

<sup>13</sup> 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. 2<sup>nd</sup> DCA 2007). See also, *Minakan v. Husted*, 27 So. 3d 695 (Fla. 4<sup>th</sup> 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. 1<sup>st</sup> 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)<sup>14</sup>

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.

---

<sup>14</sup> 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,

CRAIG R. DEARR, ESQUIRE  
WENDY S. ROUNDS, 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](mailto:service@dpmiamilaw.com)  
Email: [craig@dpmiamilaw.com](mailto:craig@dpmiamilaw.com)

**Attorneys for GONZALEZ**



(electronic signature)

By: \_\_\_\_\_

Craig R. Dearr, Esquire  
Florida Bar Number: 328170  
Wendy S. Rounds, Esquire  
Florida Bar Number: 746835

**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 8<sup>th</sup> day of April, 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](mailto:Anthony.aragona@att.net)



(electronically signed)

---

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.

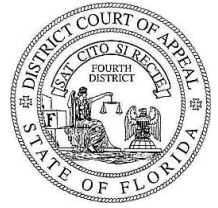


(electronically signed)

---

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

ANTHONY J. ARAGONA, III, ESQ.  
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](mailto:anthony.aragona@att.net)  
*Attorney for Appellee, Lloyd  
G. Wickboldt*

**TABLE OF CONTENTS**

	<b>Page</b>
<b>TABLE OF CITATIONS AND AUTHORITIES</b> .....	ii
<b>STATEMENT OF THE CASE AND FACTS</b> .....	1
<b>SUMMARY OF THE ARGUMENT</b> .....	7
<b>ARGUMENT</b> .....	8
<i>Standard of Review</i> .....	8
A.    THE LOWER COURT PROPERLY DENIED GONZALEZ’S MOTIONS FOR CONTINUANCE, BOTH ORE TENUS AND WRITTEN, WHICH WERE WITHIN THE COURT’S SOUND DISCRETION.....	9
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.....	15
<i>Character Evidence</i> .....	20
<b>CONCLUSION</b> .....	21
<b>CERTIFICATE OF SERVICE</b> .....	24
<b>CERTIFICATE OF FONT COMPLIANCE</b> .....	24
<b>APPENDIX (FINAL JUDGMENT OF DISSOLUTION, PORTIONS OF           TRANSCRIPT OF PROCEEDINGS, VOLUMES 1 &amp; 2, RELEVANT           PLEADINGS)</b>	

## TABLE OF CITATIONS AND AUTHORITIES

<b>Cases</b>	<b>Page</b>
<i>A.P.D. Holdings, Inc. v. Reidel</i> , 865 So.2d 682 (Fla. 4th DCA 2004).....	11
<i>Baron v. Baron</i> , 941 So.2d 1233 (Fla. 2nd DCA 2006).....	14, 15
<i>Baron Auctioneer, Inc. v. Ball</i> , 674 So.2d 212 (Fla. 4th DCA 1996).....	13
<i>Chubb Custom Ins. Co. v. U.T. Invs., LLC</i> , 113 So.3d 1017 (Fla. 5 <sup>th</sup> DCA, 2013)..	9
<i>Fleming v. Fleming</i> , 710 So.2d 601 (Fla. 4th DCA 1998).....	10, 12, 13
<i>Garner v. Langford</i> , 55 So.3d 711 (Fla. App., 2011).....	10, 12
<i>Holland v. Gross</i> , 89 So. 2d 255, 258 (Fla. 1956).....	9
<i>Hub Fin. Corp. v Olmetti</i> , 465 So. 2d 618 (Fla. 4 <sup>th</sup> DCA 1985).....	9
<i>Lopez v. Lopez</i> , 689 So.2d 1218, 1219 (Fla. 5th DCA 1997).....	11
<i>Myers v. Seigel</i> , 920 So.2d 1241 (Fla. 5th DCA 2006).....	11
<i>Robinson v. State</i> , 561 So.2d 419, 420 (Fla. 1st DCA 1990).....	10
<i>Silverman v. Millner</i> , 514 So.2d 77 (Fla. 3d DCA 1987).....	10
<i>Smith v. State</i> , 525 So.2d 477 (Fla. 1st DCA 1988).....	10
<i>Lopez v. Lopez</i> , 689 So.2d 1218 (Fla. 5th DCA 1997).....	10
<i>Shands Teaching Hosp. and Clinics, Inc. v. Dunn</i> , 977 So.2d 594 (Fla. 1st DCA 2007).....	12
<i>Thompson v. Gen. Motors Corp.</i> , 439 So.2d 1012 (Fla. 2d DCA 1983).....	11
<i>Ziegler v. Klein</i> , 590 So.2d 1066 (Fla. 4th DCA 1991).....	11
 <b><u>Other Authorities</u></b>	
F.S. §90.609.....	20

## **STATEMENT OF THE CASE AND FACTS**

This appeal is taken from the Final Judgment of Dissolution (A. 1)<sup>1</sup> 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.<sup>2</sup> (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.

---

<sup>1</sup> 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".

<sup>2</sup> 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.<sup>3</sup>

---

<sup>3</sup> 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.<sup>4</sup> 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.

<sup>4</sup> 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.<sup>5</sup> 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.

---

<sup>5</sup> 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.<sup>6</sup>

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).<sup>7</sup> The written Motion was denied by Judge Harrison prior to the commencement of trial on June 28, 2013. (A. 1).

---

<sup>6</sup> 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.

<sup>7</sup> 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. 4<sup>th</sup> 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. 5<sup>th</sup> 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.<sup>8</sup>

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

---

<sup>8</sup> 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).<sup>9</sup>

\* \* \*

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.

---

<sup>9</sup> 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 forgery<sup>10</sup>; 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

---

<sup>10</sup> 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](mailto: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 19<sup>th</sup> day of September, 2014 upon the following counsel of record:

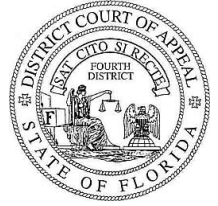
Craig R. Dearr, Esquire  
Wendy S. Rounds, Esquire  
Dearr Perdigon, Attorneys at Law  
One Datran Center, Suite 1701  
9100 South Dadeland Boulevard  
Miami, Florida 33156-7817  
Telephone: (305) 670-1237  
Facsimile: (305) 670-1238  
Service Email: [service@dpmiamilaw.com](mailto:service@dpmiamilaw.com)  
Email: [craig@dpmiamilaw.com](mailto: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



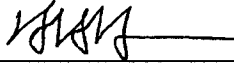
of sale. Petitioner must approve the terms of the sale, in writing, prior to a Contract for Sale of the Property being signed by Respondent. Petitioner and/or his attorney shall be notified of and may attend the closing on the Property, and Respondent shall timely furnish all documentation relating to 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.

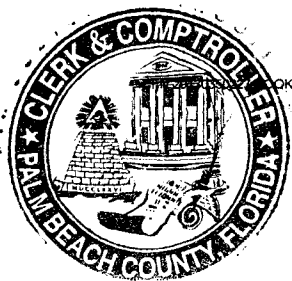
DONE AND ORDERED in Chambers at Palm Beach County, Florida, on this 29<sup>th</sup> day of  
July, 2013.



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



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 XXXX SB  
DIVISION: FY

LLOYD Wickbath  
Petitioner,

FAMILY DIVISION

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 Cousin (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

JUDGE 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 discapacidad 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 15<sup>TH</sup> 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](mailto: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](mailto: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.

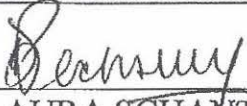
"If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the ADA Coordinator, Room 470, 201 S.E. Sixth Street, Fort Lauderdale, Florida 33301, 954-831-7721 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](mailto:mail@schantzandschantz.com)

BY:

  
\_\_\_\_\_  
LAURA SCHANTZ ESQ.,  
Florida Bar No. 351032

4/29

IN THE CIRCUIT COURT OF THE 15<sup>TH</sup> 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.

---

**AMENDED 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:

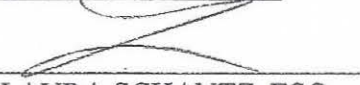
1. That irreconcilable differences have developed between the undersigned counsel and the Respondent/Wife, JULIE M. GONZALEZ.
2. That this Honorable Court has requested that we obtain written consent from the Respondent/Wife providing her physical address.
3. That the Respondent/Wife obtained a P.O. Box protective address through the State Attorney's Office due to the Respondent/Wife's fear for her safety. Therefore, the Respondent/Wife is refusing to provide her physical address to the Court as ordered.

**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 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](mailto: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](mailto:mail@schantzandschantz.com)

BY: \_\_\_\_\_  
LAURA SCHANTZ ESQ.,  
Florida Bar No. 351032

IN THE CIRCUIT COURT OF THE 15<sup>TH</sup> 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 39<sup>th</sup> 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 JUDGE  
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,**

Petitioner,

**CASE NO. 502010DR003810XXXXSB/ Div. FY**

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



## INDEX OF PROCEEDINGS

VOLUME 1

## OPENING STATEMENTS:

By Mr. Aragona	9
By Ms. Gonzalez	18

## WITNESSES FOR THE PETITIONER

FRED PAUL SCHILD	
Direct Examination by Mr. Aragona	21

JOHN SMITH	
Direct Examination by Mr. Aragona	36
Cross Examination by Ms. Gonzalez	53
Redirect Examination by Mr. Aragona	65

LLOYD WICKBOLDT, M.D.	
Direct Examination by Mr. Aragona	67

## INDEX OF PETITIONER'S EXHIBITS

<u>NO.</u>	<u>MARKED</u>	<u>ADMITTED</u>
1		26
2		35
3		35
4		48
5		48
6		48
7		66
8	74	156
9	83	
10	83	

## 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                   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.



## INDEX OF PROCEEDINGS

VOLUME 2

## WITNESSES FOR THE PETITIONER

LLOYD WICKBOLDT, M.D. (Continued)

Direct Examination by Mr. Aragona 87

Cross Examination by Ms. Gonzalez 148

RICHARD BLACKWELL SEELY, M.D.

Direct Examination by Mr. Aragona 205

Cross Examination by Ms. Gonzalez 212

JULIE M. GONZALEZ

Direct Examination by Mr. Aragona 223

JUDGE'S RULING 245

CERTIFICATE OF REPORTER 255

## INDEX OF PETITIONER'S EXHIBITS

	<u>NO.</u>	<u>MARKED</u>	<u>OFFERED</u>	<u>ADMITTED</u>
3	11	96		
4	12	111		
5	13	114		
6	14	125	140	
7	15	125	140	
8	16		140	
9	17		140	
10	18		140	
11	19		140	
12	20			212
13	21	226		
14	22			231
15	23			231
16	24			232
17	25			235
18	*Unidentified Documents		126, 132, 135	

19  
20  
21  
22  
23  
24  
25

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 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 10AM 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 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

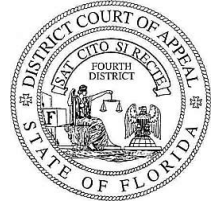
Name of other party Lloyd G Wickboldt and to: Attorney (if any) Anthony J. Dragoina  
Address \_\_\_\_\_ Address 5097 Sanchez Circle  
LAKE WORTH FL 33463

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

DEARR PERDIGON, Attorneys at Law

One Datran Center ~ Suite 1701

9100 South Dadeland Boulevard

Miami, Florida 33156-7817

Phone (305) 670-1237

Fax (305) 670-1238

Service Email: [service@dpmiamilaw.com](mailto:service@dpmiamilaw.com)

Email: [craig@dpmiamilaw.com](mailto:craig@dpmiamilaw.com)

*Attorneys for Appellant,*

*Julie M. Gonzalez*

**TABLE OF CITATIONS AND AUTHORITIES**

<b><u>Cases</u></b>	<b><u>Page</u></b>
<i>Migliore v. Migliore</i> , 717 So.2d 1077 (Fla. 4 <sup>th</sup> DCA 1998).....	2
<i>Slotnick v. Slotnick</i> , 891 So.2d 1086 (Fla. 4 <sup>th</sup> DCA 2004).....	7
<i>Yan v. Byers</i> , 88 So.3d 392 (Fla. 4 <sup>th</sup> 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 facts<sup>1</sup> 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.”

---

<sup>1</sup> 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. 4<sup>th</sup> DCA 1998). Furthermore, in the instant case there is additional documentary evidence that APPELLANT did not receive the order of withdrawal.<sup>2</sup> 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

---

<sup>2</sup> 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 39<sup>th</sup> 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. 4<sup>th</sup> 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. 4<sup>th</sup> 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](mailto:service@dpmiamilaw.com)  
Email: [craig@dpmiamilaw.com](mailto: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](mailto: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. 5<sup>th</sup> 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 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  
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 if available or via email this 1st day of August, 2016.

Craig Darr  
9100 South Dadeland Boulevard  
Suite 1701  
Miami, Florida 33156-7817  
305-670-1237  
305-670-1238 fax  
craig@dpmiamilaw.com  
kelly@dpmiamilaw.com  
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

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



**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 Derr himself has advised me in writing as of June 14, 2016 that Judge David French has in fact issued an Order Discharging attorney Derr although I have not received a copy as of yet, where attorney Dear notified me as follows:

From: craig derr  
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.  
One Datran Center ~ Suite 1701  
9100 South Dadeland Boulevard  
Miami, Florida 33156-7817  
Phone: 305-670-1237  
Fax: 305-670-1238  
craig@dpmiamilaw.com  
[www.dpmiamilaw.com](http://www.dpmiamilaw.com)

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.*

One Datran Center ~ Suite 1701  
9100 South Dadeland Boulevard  
Miami, Florida 33156-7817  
Phone: 305-670-1237  
Fax: 305-670-1238  
craig@dpmiamilaw.com  
[www.dpmiamilaw.com](http://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.

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](mailto: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.

Craig Dearr  
9100 South Dadeland Boulevard  
Suite 1701  
Miami, Florida 33156-7817  
305-670-1237  
305-670-1238 fax  
[craig@dpmiamilaw.com](mailto:craig@dpmiamilaw.com)  
[kelly@dpmiamilaw.com](mailto:kelly@dpmiamilaw.com)  
[www.dpmiamilaw.com](http://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](mailto:anthony.aragona@att.net)  
[www.anthonyaragona.com](http://www.anthonyaragona.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 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 39<sup>th</sup> 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](mailto:anthony.aragona@att.net)), 1036 Grove Park Cir., Boynton Beach, FL 33436

Craig R. Dearr, Esq., Dearr Perdigon, ([service@dplawmiami.com](mailto:service@dplawmiami.com)), One Dattran Center, Suite 1701, 9100 South Dadeland Blvd., Miami, FL 33456

Julie M. Gonzalez, ([juliegonzalez64@hotmail.com](mailto: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

(X) CASE NO: 502010DE003810 LSB/DIV F4  
DIVISION: F4

IN RE:

Alysa G Wickham  
Petitioner,

and

Julie M Gonzalez  
Respondent.

2016 MAY 23 PM 3:50  
CLERK OF COURT  
SOUTH BEACH BRANCH

**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

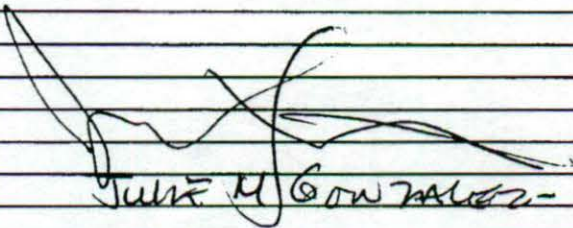
James Now Julie M Gonzalez and files under  
information and parlay this petition and approve  
for the disqualification of JUDGE DAVID French - pursuant  
to Florida Statute 2.330 and Section 2810 Florida  
Statutes for the following grounds and reasons:

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.

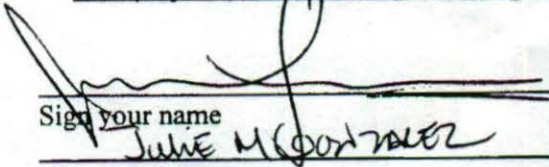
  
Julie M. Gonzalez

4 Pages Attached

I HEREBY CERTIFY that a copy of this Motion has been mailed on (date) 5/23/2016, by regular mail , certified mail , hand delivered , e-mailed  served to \_\_\_\_\_

Name of other party Hayden G. Wickboldt  
Address \_\_\_\_\_

and to: Attorney (if any) Anthony Aragona  
Address 5097 SANCENE CIRCLE  
LAKE WORTH, FL 33463

  
Sign your name  
Julie M. Gonzalez

Print your name  
Address PO Box 821911  
Pembroke Pines FL 33082  
Telephone (AU) 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/DIV FY~~
- \* 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 15<sup>th</sup> 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 15<sup>th</sup> 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](mailto: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

*Amended Motion to Disqualify  
Page 4*

*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.

*Diane M Persten*, Notary Public

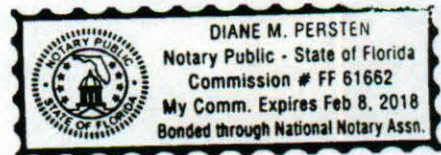


EXHIBIT 3 - Attorney Motion to Withdraw



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](mailto: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](mailto:service@dpmiamilaw.com)  
Email: [craig@dpmiamilaw.com](mailto: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: \_\_\_\_\_

fy

IN RE:

Julie M Gonzalez  
~~Plaintiff~~, 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 RL:  
ACP # 201127  
PO Box 7297  
Tallahassee FL 32304



The following facts support the motion(s) checked above: Julie Monreal Moves for  
Dismissal of Attorney Craig Dear

Any further communication should be  
mailed to me Julie 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 Aragona  
Address 5097 Sand Canal Circle  
Lake Worth Florida 33463

Sign your name  
Julie M. Gonzalez  
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](mailto:kelly@dpmiamilaw.com)**

**[www.dpmiamilaw.com](http://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 1, 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. Darr, Esq. and Darr 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. Darr, Esq. and Darr 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](mailto: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.

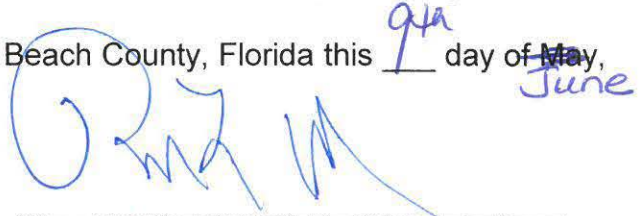
---

**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. Darr, Esq. and Darr 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. Darr, Esq. and Darr 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](mailto: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~~ <sup>June</sup>,  
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 Darr  
9100 South Dadeland Boulevard  
Suite 1701  
Miami, Florida 33156-7817  
305-670-1237  
305-670-1238 fax  
craig@dpmiamilaw.com  
kelly@dpmiamilaw.com  
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

David Ryder, Appointed Receiver  
4613 University Drive No. 175  
Coral Springs, Florida 33067  
[dr@courtreceivers.com](mailto: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. 4<sup>th</sup> DCA 2006).
3. Accordingly, said Motion is **DENIED**.

DONE AND ORDERED in West Palm Beach, Palm Beach County, Florida this 27<sup>th</sup>  
day of **June, 2016**.



Circuit Court Judge

copies furnished:

Julie M. Gonzalez, P.O. Box 8212911, Pembroke Pine, FL 33082; [juliegonzalez64@hotmail.com](mailto:juliegonzalez64@hotmail.com)

Craig Darr, Esq., 9100 South Dadeland Boulevard, Suite 1701, Miami, FL 33156

[craig@dpmiamilaw.com](mailto:craig@dpmiamilaw.com); [kelly@dpmiamilaw.com](mailto:kelly@dpmiamilaw.com)

Anthony J. Aragona, III, Esq., 1036 Grove Park Circle, Boynton Beach, FL 33436; [anthony.aragona@att.net](mailto: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. 4<sup>th</sup> DCA 2006).
3. Accordingly, said Motion is **DENIED**.

DONE AND ORDERED in West Palm Beach, Palm Beach County, Florida this 27<sup>th</sup> day of June, 2016.



Circuit Court Judge

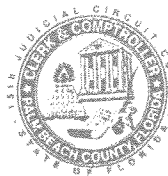
copies furnished:

Julie M. Gonzalez, P.O. Box 8212911, Pembroke Pine, FL 33082; [juliegonzalez64@hotmail.com](mailto:juliegonzalez64@hotmail.com)

Craig Darr, Esq., 9100 South Dadeland Boulevard, Suite 1701, Miami, FL 33156

[craig@dpmiamilaw.com](mailto:craig@dpmiamilaw.com); [kelly@dpmiamilaw.com](mailto:kelly@dpmiamilaw.com)

Anthony J. Aragona, III, Esq., 1036 Grove Park Circle, Boynton Beach, FL 33436; [anthony.aragona@att.net](mailto: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 08 DAY OF July 2016

SHARON R. BOCK  
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,

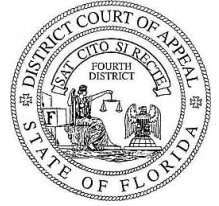
Craig R. Dearr, Esq.

----

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

DEARR PERDIGON, Attorneys at Law

One Datran Center ~ Suite 1701

9100 South Dadeland Boulevard

Miami, Florida 33156-7817

Phone (305) 670-1237

Fax (305) 670-1238

Service Email: [service@dpmiamilaw.com](mailto:service@dpmiamilaw.com)

Email: [craig@dpmiamilaw.com](mailto:craig@dpmiamilaw.com)

*Attorneys for Appellant,*

*Julie M. Gonzalez*



**TABLE OF CITATIONS AND AUTHORITIES**

<b><u>Cases</u></b>	<b><u>Page</u></b>
<i>Migliore v. Migliore</i> , 717 So.2d 1077 (Fla. 4 <sup>th</sup> DCA 1998).....	2
<i>Slotnick v. Slotnick</i> , 891 So.2d 1086 (Fla. 4 <sup>th</sup> DCA 2004).....	7
<i>Yan v. Byers</i> , 88 So.3d 392 (Fla. 4 <sup>th</sup> 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 facts<sup>1</sup> 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.”

---

<sup>1</sup> 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. 4<sup>th</sup> DCA 1998). Furthermore, in the instant case there is additional documentary evidence that APPELLANT did not receive the order of withdrawal.<sup>2</sup> 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

---

<sup>2</sup> 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 39<sup>th</sup> 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. 4<sup>th</sup> 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. 4<sup>th</sup> 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](mailto:service@dpmiamilaw.com)  
Email: [craig@dpmiamilaw.com](mailto: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](mailto: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