

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

IN RE: The Marriage of  
Lloyd G. Wickboldt,

CASE NO. 502010DR003810XXXXSB/Div. FY

Plaintiff,

**Emergency Motion: Vacate Default, Stay Any  
and All Orders Approving Sale of Defendant's  
Home, Stay and Enjoin All Actions to Enforce  
Marital Dissolution Judgment Pending Appeal  
and Further Pending An Independent Action  
Related Herein to Vacate the Matrimonial  
Dissolution Judgment And other Relief.**

v.

Julia M. Gonzalez,

Defendant.

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COMES NOW Defendant-Respondent Julia M. Gonzalez who makes this

**EMERGENCY MOTION** to Vacate any Default in Appearance on March 28, 2017 and to further vacate any order approving a sale of property in Mirarmar, Florida in Broward County and further temporarily stay all proceedings relating to enforcement of a matrimonial dissolution judgment dated July 29, 2013 including any and all subsequent orders appointing a receiver to sell such property and for other and further relief who respectfully shows this court and pleads as follows:

1. I am Julia M. Gonzalez, the Defendant Respondent Pro Se and have filed as an Emergency to stay and prevent the imminent loss of Florida Constitution Homestead protected rights and substantial property and equity rights.
2. I make this Emergency Motion seeking various forms of relief including but not limited to Vacating any Default in Appearance at an improperly Scheduled UMC Hearing today on March

28, 2017 which was not an Evidentiary Hearing, to further Vacate any and all Orders approving the Sale of the subject real property in Miramar, Florida which is my Florida Constitutionally protected Homestead property, Stay all proceedings relating to the enforcement of any aspect of the Matrimonial Dissolution Judgment and any Orders appointing a Receiver to sell such property pending the determination of an Appeal to the 4th DCA under 4th DCA Case No. 4DC16-2319, further Staying temporarily all such actions to enforce any part of the Matrimonial Judgment and actions of Receiver pending determination of this motion to Vacate the Matrimonial Judgment under Florida Rules of Civil Procedure 1.540(b)(4), and further pending an Independent action to Vacate and Set Aside the Matrimonial Dissolution Judgment under newly filed Complaint in Palm Beach County today March 28, 2017 Filing # 54278855 E-Filed 03/28/2017 08:47:02 AM, and other and further relief as justice requires.

3. The independent action under Filing # 54278855 E-Filed 03/28/2017 08:47:02 AM is attached as Exhibit 1.
4. A Lis Pendens against the subject property was filed this morning in Broward County in a separate action to quiet title and declare Plaintiff's property as Homestead property under Filing # 54283291 E-Filed 03/28/2017 09:46:47 AM copies of which have been electronically mailed to the various parties. A copy of such filing is attached as Exhibit 2.
5. The Appeal itself is significant as it raises many reasons why the Matrimonial Dissolution Judgment itself which the Receiver was Appointed upon is void and must be vacated and if successful at the 4th DCA, many of the motions in this Court including the Order to Approve Sale will become moot.

6. Both the Plaintiff, his attorney Mr. Aragona, the Receiver Mr. Ryder and his attorney Mr. Malvin are well aware of this and were asked to Cease and Desist and address the underlying fraud upon the court and fraud in the Judgments.
7. There is Excusable Neglect for missing the UMC 5 Minute Hearing today on March 28, 2017 and the Proposed Order submitted by the parties for the Sale shows Misconduct and No Due Process in Notice or Opportunity to be Heard as the parties are falsely and fraudulently presenting this 5 Minute Hearing as if it was an Evidentiary Hearing as requested by Defendant-Respondent herein.
8. In fact it was JA Morales who was “covering” for the JA for Judge Coates who stated by Phone on March 22, 2017 that Judge Coates would not be hearing 5 motions at a UMC Hearing and that all would be Cancelled and Rescheduled and then sent an email confirming these motions were taken off the calendar.
9. The proposed Order for Sale however indicates that Judge Coates “somehow” “Heard” all 4 of my Motions to Vacate and Cease and Desist also at the 5 Minute Non Evidentiary UMC Hearing but there was No Due Process Notice or Opportunity to be heard on these 4 Motions as I was expressly Notified by JA Morales these 4 were off the Calendar and subsequent email by Receiver Attorney Malvin indicated the Motion for Sale was the only motion on and so did a subsequent email from JA Morales who was purporting to speak for Judge Coates by email but this seems to not be the case as the Proposed Order shows Judge Coates ruled on these 4 motions which is not proper, not proper notice, not consistent with due process and not an Evidentiary Hearing as requested nor re-calendared as stated by JA Morales.
10. On Mar 22 at 2:17 PM

Manuela Morales <[MMorales@pbcgov.org](mailto:MMorales@pbcgov.org)> To

anthony.aragona@att.net shaun@malvinfeinberg.com julia.gonzalez85@yahoo.com

Please be advised that the hearing scheduled for March 28, 2017 at 8:45 in this case will need to be cancelled and reset for a specially set time. The matter you are bringing before the Court is not appropriate for a uniform motion calendar(UMC) hearing. The amount of time allowed on the UMC is 5 minutes per side, including the time it takes the judge to read any documents.

Therefore, please call Robert Pagano, J.A. to Judge Coates and request a special set time. Thank you for your attention and cooperation in this matter.

11. On March 23, 2017 at 8:19 am, Manuela Morales <[MMorales@pbcgov.org](mailto:MMorales@pbcgov.org)> wrote,  
To Shaun H. Malvin julia gonzalez  
CC Anthony Aragona juliegonzalez64@hotmail.com David Ryder Joshua B. Feinberg  
Mar 23 at 8:19 AM  
This message contains blocked images.[Show Images](#) [Change this setting](#)

Hello, Judge Coates reviewed the file and stated that generally speaking, an appeal without corresponding stay does not stay the sale. In any event, the parties will need to make whatever argument they believe appropriate at the hearing on March 28th. Thank you for your attention to this matter.

Manuela Morales

Judicial Assistant to

Judge Jessica Ticktin

561-274-1420

12. There was no Subsequent Notice or Order that restored my 4 motions to today's March 28, 2017 5 minute UMC Calendar and thus I would not have been prepared had I made it to the Court as

planned being notified the motions would be re-scheduled and as JA Morales herself said, “The matter you are bringing before the Court is not appropriate for a uniform motion calendar(UMC) hearing. The amount of time allowed on the UMC is 5 minutes per side, including the time it takes the judge to read any documents.”

13. I as Defendant-Respondent raise Excusable neglect for missing the 5 Minute Non Evidentiary UMC Hearing today which I tried to make and this is directly due to the ongoing continuing fraud upon the Court and misconduct of Plaintiff Lloyd Wickboldt and his attorney Mr. Aragona and actions of the Receiver knowing of the fraud which has left me literally Homeless, struggling each night where I will sleep, borrowing from friends just for \$20, driving to libraries to try and check emails and documents and going to friends and supporters to have computer access and trying to fight to save my Florida Constitutionally protected Homestead.
14. Because it was not clear that my Motions would be heard Before the Motion Approving sale which makes absolutely no rationale or logical sense and is indicative of possible prejudice as my Motions would be Moot if the Order approving Sale in advance was granted I instead made a choice to further protect my rights and Homestead property by filing independent actions in Broward County with a Lis Pendens and in Palm Beach County on an Independent action in equity against the Matrimonial Judgment and the time it took me was far longer than I had planned and then got too late to make it to a 5 Minute appearance where I would barely have any time to discuss any of this background or be properly heard.
15. I intended no disrespect to the Court and I struggle each day to stay on top of these filings while now being rendered Homeless due to continuing clear fraud and thus have Excusable Neglect and meritorious defenses and thus any Default in Appearance and Any Order on Sale should now

be vacated under Florida Rule of Civil Procedure 1.540((b)(1) and 1.540(b)(3) misconduct and fraud both which are timely asserted.

16. In addition to a Stay based upon the Appeal under 4d16-2319 which should be imposed while the Appeal is pending, a Stay should be imposed pending Service of the Summons and hearing and full determination of the independent action to Vacate the Matrimonial Judgment under Palm Beach County filing today Filing # 54278855 E-Filed 03/28/2017 08:47:02 AM.

**FURTHER STAY PENDING TIMELY MOTION TO VACATE THE MATRIMONIAL  
JUDGMENT UNDER FLORIDA CIVIL PROCEDURE 1540.(B)(4) AS JUDGMENT  
VOID AND THUS THE ORDERS APPOINTING RECEIVER AND PERMITTING THE  
RECEIVER TO TAKE ACTION TO SELL THE MIRAMAR PROPERTY SHOULD BE  
VACATED**

17. A stay should be issued pending determination of this motion herein as well declaring the underlying Matrimonial Judgment “void” under this timely motion made under 1.540(b)(4).

18. A void judgment is so defective that it is deemed never to have had legal force and effect. See TANNENBAUM, Appellant, v. Siobhan H. SHEA, Appellee. No. 4D13–1368.

Decided: January 08, 2014.

19. The Matrimonial Judgment is so wholly defective and in violation of FS 61.075 and due process as to be void and must now be vacated and set aside and all actions by the Receiver stayed.

20. As legally ineffective and a nullity, “[a] void judgment may be attacked” pursuant to Rule 1.540(b)(4) “at any time because the judgment creates no binding obligation on the parties.” Fisher v. State, 840 So.2d 325, 331 (Fla. 5th DCA 2003) (emphasis removed).

See Tannebaum, above.

21. Also, “[a] judgment is void if, in the proceedings leading up to the judgment, there is ‘[a] violation of the due process guarantee of notice and an opportunity to be heard.’ “ Shiver v. Wharton, 9 So.3d 687, 690 (Fla. 4th DCA 2009) (quoting Viets v. Am. Recruiters Enters., 922 So.2d 1090, 1095 (Fla. 4th DCA 2006)).” All of these defects are present here and the Judgment is void and must be set aside.
22. In violation of FS 61.075(3), The Final Judgment of Dissolution was not supported by competent and substantial evidence and factual findings in the Judgment on any of the issues of the marriage including the distribution of marital assets and marital liabilities and claims to conversion of funds and is thus void.
23. Judge French who was relying upon such Judgment to appoint a Receiver knows and should know and Judge Harrison knows and should have known, the Final Judgement of Dissolution is void by statute for failing to determine under F.S.§61.075:  
“F.S. §61.075(1)(a); (a) The contribution to the marriage by each spouse, including contributions to the care and education of the children and services as homemaker.”
24. The Final Judgment makes no Findings with regard to the contributions to the marriage by Defendant-Respondent specifically as “services as homemaker”. While there were no children, Defendant-Respondent contributed to the marriage in numerous ways including but not limited to; making regular meals and general housekeeping; taking Plaintiff to medical appointments and Rehab clinics, ensuring that all bills of the marital home were being paid albeit from Plaintiff’s funds, attempting to keep Plaintiff on a positive track and away from his serious addictions, providing affection and caring for the Plaintiff and other services. The Judgment is devoid of any findings on this factor regarding the Defendant-Respondent.

25. F.S. §61.075(1)(b), “(b) The economic circumstances of the parties.”The Final Judgment is wholly devoid of the required factual findings based on this statutory factor and thus is void. Appellant had worked her entire life prior to the marriage and was forced by Plaintiff to give up her job to be the homemaker. Defendant-Respondent would earn up to approximately \$30,000.00 a year prior to the marriage. The Final Judgment is wholly devoid and defective on this factor and takes no consideration of the equities in Defendant-Respondent losing out from being able to work as having to work to care for Plaintiff Wickboldt and his addictions throughout the marriage and thus is void.
26. F.S. §61.075(1)(c), “the duration of the marriage”. Again the Final Judgment is wholly devoid on this factor and thus is void. The marriage lasted barely 2.5 years which does not account for times when Plaintiff Wickboldt was in Rehabs due to his significant addictions. Defendant-Respondent still maintained the marital home during these times. The Final Judgment is devoid of findings on this factor and void. The Judgment is void for having a Dissolution which factually considered this factor in equitable distribution amongst the parties.
27. F.S. §61.075(1)(d), “Any interruption of personal careers or educational opportunities of either party.” Again the Final Judgment is entirely devoid of any required finding on this factor. Defendant-Respondent had always been a strong, working individual prior to the marriage for years having purchased her own home protected by Homestead years prior to the marriage, purchased her own car and paying her own bills and planning to finish school to become a Registered Nurse. Because of the serious domestic abuse in the marriage and the abusive litigation lasting years, Defendant-Respondent’s personal careers and educational opportunities have been severely damaged. The Judgment is void for failure to make required findings on this factor.



28. F.S. §61.075(1)(g), “(g) The contribution of each spouse to the acquisition, enhancement, and production of income or the improvement of, or the incurring of liabilities to, both the marital assets and the nonmarital assets of the parties.” The Final Judgment is devoid of any findings regarding the Defendant-Respondent’s contributions on this factor.
29. While it is true the funds that were used to maintain and enhance the marital home and assets were funds obtained by Plaintiff Wickboldt’s disability payments, but for the contributions of the Defendant-Respondent in ensuring that bills were actually paid and accounts maintained, such assets and properties would be lost. Plaintiff Wickboldt already had a history of bankruptcy and losing property by not paying bills.
30. Defendant-Respondent contributions ensured the marital home and property were maintained particularly when Plaintiff Wickboldt was in Rehabs or off Gambling. The Judgment is void for failure to make findings on this factor.
31. F.S. §61.075(1)(j), “(j) Any other factors necessary to do equity and justice between the parties.”. The Final Judgment failed to properly consider the impacts of domestic violence upon the Defendant-Respondent at the hands of the Plaintiff Wickboldt and determine equities due Defendant-Respondent on this factor. The Final Judgment is void based on this failure.
32. F.S. §61.075(3) which mandates in part as follows, “any distribution of marital assets or marital liabilities shall be supported by factual findings in the judgment or order based on competent substantial evidence with reference to the factors enumerated in subsection (1). The distribution of all marital assets and marital liabilities, whether equal or unequal, shall include specific written findings of fact as to the following:
- “ (a) Clear identification of nonmarital assets and ownership interests;” The Final Judgment failed to identify the marital home listed by Plaintiff Wickboldt as a marital home in Par. 7 of his

original Complaint and Financials and yet further improperly ordered a 50/50 split of Defendant-Respondent's Homestead home purchased 7 years before this short 2.5 year marriage as if this was "marital property" when such property was never claimed in Pleadings as "marital property" by Plaintiff Wickboldt thus depriving Defendant-Respondent of further due process notice and violations at Trial.

(b) Identification of marital assets, including the individual valuation of significant assets, and designation of which spouse shall be entitled to each asset;" The Final Judgment failed to identify how or why the Court was ordering a 50/50 split on Defendant-Respondent's clearly pre-marital property purchased 7 years in advance of the marriage and protected by Homestead.

33. The Final Judgment references No Specific Financial findings to arrive at this award and this property in Miramar, Fl clearly was never claimed by Plaintiff Wickboldt as "marital property". The Final Judgment is void in this regard and has no specific dollar amounts found and determined that went to Defendant-Respondent's Homestead property from Plaintiff Wickboldt's funds. This part of the Judgment is void and a new trial must be Ordered.
34. The one-sided nature of proceedings at "Trial" where Defendant-Respondent was Pro Se seeking a continuance to retain a new attorney as a result of Plaintiff Wickboldt and Aragona's extrinsic fraud upon the Court scheme shows that contrary to Plaintiff Wickboldt and Aragona's claims of fraud and a scheme by Defendant-Respondent to marry Plaintiff out of fraud, in fact it was Plaintiff Wickboldt in the week prior to the Marriage who took the Defendant-Respondent to Orlando, Florida allegedly to see his good friend Accountant to invite him to their wedding. Instead the Defendant-Respondent was faced with a remarkably uncomfortable solicitation by the Plaintiff Wickboldt's Accountant to use her real property purchased nearly 7 years prior

as a way to obtain a second mortgage so the Plaintiff Wickboldt could pay off a very large debt to the IRS of over \$40,000.00.

35. This was very embarrassing and uncomfortable for the Defendant-Respondent and came “out of the blue”.

36. A valid Judgment and proper due process proceedings not based in extrinsic fraud on the court would thus show it was the Plaintiff Wickboldt and not the Defendant-Respondent who had a pre-marriage plan to take real property of the Defendant-Respondent, property subject to Florida Constitutional Homestead protection.

37. By Plaintiff Wickboldt’s filed own admissions and statements in his financial Disclosures, the numbers adduced at Trial and for the Dissolution Judgment do not add up nor does the Final Judgment specify with sufficient clarity the financial accounting and is further violation of FS 61.075 for lack of substantial and competent evidence where several of Plaintiff’s Exhibits were not filed, do not exist, were in fraud and other.

38. The Judgment is void under FS §61.075.

39. Plaintiff Wickboldt stated during proceedings Net Monthly Income of \$16,747 and Monthly Expenses of \$12,671.

40. This was a document signed under oath by Plaintiff Wickboldt in March of 2010.

By averaging those amounts over the 2.5 year marriage there was Net Income of approximately \$502,410.00 and Net Expenses of approximately \$380,130 solely for expenses of Plaintiff Wickboldt leaving \$122,280.00 in monies not directly identified based on the Sworn Financials to Expenses to benefit the Plaintiff.

41. The expenses did not include the large IRS debt owed by Plaintiff Wickboldt where Defendant-Respondent provided the Services to ensure was paid for Plaintiff Wickboldt.

42. This does not include mutual Vacation expenses and other items.
43. Again further not considered by the Judgment but what must be considered now is also the Defendant-Respondent was forced into full time homemaker by Plaintiff and thus loss the Income for 2.5 years of approximately \$50,000 to \$75,000.00, approximate.
44. Then there is the Personal Property of Defendant-Respondent lost and secreted or destroyed by Plaintiff Wickboldt valued at over \$92,000 as listed on Defendant-Respondent's prior Disclosure all not accounted for in the Final Judgment rendering it Void based on Statute.
45. Plaintiff Wickboldt and Aragona furthered the wrongful scheme and void judgment by false claims of evidence allegedly available when no official record of such evidence exists in the Certified Records on Appeal by Clerk Sharon Bock of Palm Beach County and such false claims of evidence was used to further Deny Defendant-Respondent's ability to present her case.
46. Thus there is no clear entitlement to appointment of a Receiver and Judge French knowing or who should have known of these Statutory deficiencies renders the Order to Appoint a Receiver an Abuse of Discretion and legal nullity.
47. A review of the Final Judgment shows no proof of how the Court came to the numeric conclusions it reached.
48. Receiver Ryder has been informed of all of these facts and provided the information for due diligence review and has been asked to Cease and Desist by Defendant-Respondent.
49. Instead, the Receiver has wantonly and grossly negligently disregarded this information and the basic legal standards of a valid Dissolution Judgment and furthered a wrongful scheme to take Plaintiff's Homestead property and other damages.
50. The appointment of a receiver must now be reversed and vacated or alternatively stayed until proper hearings back at the trial level for a new Judgment occur.

**WHEREFORE**, it is respectfully prayed for an Order Vacating any Default in Appearance at an improperly Scheduled UMC Hearing today on March 28, 2017 which was not an Evidentiary Hearing, to further Vacate any and all Orders approving the Sale of the subject real property in Miramar, Florida which is my Florida Constitutionally protected Homestead property, Stay all proceedings relating to the enforcement of any aspect of the Matrimonial Dissolution Judgment and any Orders appointing a Receiver to sell such property pending the determination of an Appeal to the 4th DCA under 4th DCA Case No. 4DC16-2319, further Staying temporarily all such actions to enforce any part of the Matrimonial Judgment and actions of Receiver pending determination of this motion to Vacate the Matrimonial Judgment under Florida Rules of Civil Procedure 1.540(b)(4), and further pending an Independent action to Vacate and Set Aside the Matrimonial Dissolution Judgment under newly filed Complaint in Palm Beach County today March 28, 2017 Filing # 54278855 E-Filed 03/28/2017 08:47:02 AM, and other and further relief as justice requires.

**Dated:** March 28, 2017

/s/ Julie M. Gonzalez  
Julie M. Gonzalez, Pro Se  
PO 8212911  
Pembroke Pines, FL 33082  
954-245-4653  
jgonzalez85@yahoo.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 28th day of March, 2017.

Craig Dearr  
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

Shawn H. Malvin,  
Attorney for Receiver  
shaun@malvinfeinberg.com  
(954) 628-3939  
(954) 628-394

**/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

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

Julia M. Gonzalez,

Plaintiff,

vs.

**COMPLAINT**  
**And Jury Demand**

Lloyd G. Wickboldt, Anthony J. Aragona, III,  
Individually, and Anthony J. Aragona III, P.A.,  
Professionally, David Ryder, as Receiver

Defendants.

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COMES NOW, JULIA M. GONZALEZ, PLAINTIFF, who brings this independent action in equity upon a Judgment of Marital Dissolution to vacate and set aside such Judgment and restrain Defendants David M. Ryder, Receiver, Lloyd G., Wickboldt, Anthony J. Aragona, III, individually, and Anthony J. Aragona III, P.A., professionally, and any and all John or Jane Doe persons acting as agents or on their behalf from enforcing such Judgment against Plaintiff and for related damages, respectfully pleads and shows this Court as follows:

**JURISDICTION OF THE COURT**

1. This is an independent action in equity upon and against a Judgment of Marital Dissolution dated July 29m 2013 to vacate and set aside the Judgment for fraud upon the court and being void as a matter of law and to further enjoin defendants from enforcing and acting upon the judgment and for related relief and damages herein.

**THE PARTIES**

2. Julia M. Gonzalez, is the Plaintiff and is a natural person residing in the County of Broward Florida and is the Deed "Owner" with certain interests in real property both equitable and legal owned exclusively by Plaintiff as "Homestead" property as described further herein who has recently lost possession of her "Homestead" property and been rendered "homeless" due to the fraud upon the Court and conduct of Defendants herein.



3. Defendant Lloyd Wickboldt is a resident of Palm Beach County with last known address at 840 Virginia Garden Drive, Boynton Beach, Florida 33435 and is a former spouse of short duration with Plaintiff.
4. Defendant Anthony J. Aragona, III is an individual and attorney with offices in Palm Beach County of Florida at 1036 Grove Park Circle, Boynton Beach, Florida 33436 Tel: (561) 649-1790, sued in his individual capacity and who was hired to do work by Defendant Lloyd G. Wickboldt in a Matrimonial and Civil action against Plaintiff.
5. Defendant Anthony J. Aragona, III P.A. is a professional corporation owned and managed by Anthony J. Aragona III in Palm Beach County with offices at 1036 Grove Park Circle, Boynton Beach, Florida 33436 Tel: (561) 649-1790, sued in its professional capacity and who who was hired to do work by Defendant Lloyd G. Wickboldt in a Matrimonial and Civil action against Plaintiff.
6. Defendant David M. Ryder is an individual appointed as a Receiver with offices at 4613 No. University Dr. #175, Coral Springs, FL 33067 appointed by one Palm Beach County Judge David E. French to take action against Plaintiff and Plaintiff's Homestead property according to a Marital Dissolution Judgement dated July 29, 2013 signed by one Judge Howard Harrison.

#### **GENERAL FACT ALLEGATIONS**

7. Upon information and belief, an alleged Matrimonial Dissolution Judgement was issued in Palm Beach County Case No. 502010DR003810XXXSB which is the subject of this independent action in equity and was signed by one Judge Howard Harrison dated July 29, 2013. See Exhibit 1, ( hereinafter referred to as "the Judgment" ).
8. Plaintiff brings this action "upon the judgment" and seeks to Vacate and set aside such judgment as the product of fraud upon the Court and void as a matter of law and further restrain Defendants from furthering an illegal Sale of such property scheduled to be approved March 28m 2017 and restraining such Defendants from any and all further acts in enforcement of such Judgment.
9. The Judgment herein is so defective under FS **61.075** as to never have had legal force and effect and is void.
10. A void judgment may be attacked *at any time* because the judgment creates no binding obligation on the parties, is legally ineffective and is a nullity.

11. It is no longer equitable that the judgment or decree should have any prospective application and thus must be vacated, set aside and restrained.
12. Upon information and belief, the Judgment came out of a Matrimonial Dissolution action between Plaintiff and Defendant Lloyd G. Wickboldt of very short duration of approximately 2.5 years and thus less than 3 years.
13. The parties were married on or around April of 2007 and were separated permanently on or around December of 2009.
14. No children were born to this marriage and this was not the Defendant Lloyd Wickboldt's first marriage.
15. Upon information and belief, this was the 3rd marriage for the Appellee Lloyd Wickboldt who had 5 adult children by prior marriages at the time of the marriage to the Plaintiff.
16. Upon information and belief, Defendant Wickboldt's adult children refused to attend the Wedding due to strained personal relationships with Defendant.
17. The Plaintiff was 54 at the time of the marriage and the Defendant Wickboldt was 55.
18. Upon personal knowledge and information and belief, during all relevant times of the short-term marriage, Defendant Wickboldt was an admitted alcoholic and addict to narcotic pain prescriptions.
19. On several occasions during the short-term marriage of less than 3 years, Defendant Wickboldt was in Rehab services many times due to various addictions.
20. Prior to the marriage, the Plaintiff had strong Credit, had bought and paid for her own car and paid her own bills in addition to buying her Homestead property.
21. Plaintiff had always worked very hard throughout her lifetime supporting herself economically prior to the marriage.
22. Prior to the marriage, the Plaintiff had strong Credit, had bought and paid for her own car and paid her own bills in addition to buying her Homestead property.
23. Plaintiff had purchased the real property that is Homestead Property in 2001 located in Broward County, Florida approximately 7 years prior to the marriage to Defendant Wickboldt.
24. Plaintiff's Homestead property purchased substantially prior to the marriage was never used or considered the "marital residence" and instead Defendant Wickboldt himself determined, alleged and pleaded the "marital residence" in the Dissolution case to be at 840 Virginia Garden Drive, Boynton Beach, Florida 33435.

25. Plaintiff has been a resident of the State of Florida for 48 years and all proof shows the intent to remain a permanent resident of Florida.
26. Plaintiff never “abandoned” her Homestead property located in Miramar in Broward County under the law in Florida and at all times relevant herein such property shall be deemed and was “Homestead property” for the Plaintiff protected by the State Constitution of Florida.
27. The Plaintiff and Defendant Wickboldt were working together at the time the relationship formed.
28. The Plaintiff is the only daughter of a Cuban refugee mother who passed away many years before the marriage.
29. While Plaintiff always worked hard prior to and during the marriage, Plaintiff has now been rendered Homeless by the wrongful, corrupt, illegal and fraud upon the Court actions of Defendants Wickboldt and Defendant Aragona III.
30. Plaintiff has a much worse life style since the marriage to Defendant Wickboldt and the course of conduct by Defendant Wickboldt and Defendant Aragona.
31. During all relevant times of the Marriage and Dissolution proceedings, the Defendant Wickboldt is a Medical doctor not able to work due to his disabilities but received significant disability income during the short-lived marriage in excess of \$16,000 or more per month while Plaintiff had worked jobs of low wages of \$9/hr or so in the years prior to the marriage perhaps \$30,000 per year for Plaintiff.
32. Having met Plaintiff while working together, Defendant Wickboldt at all times relevant herein knew and should have known of the great disparity in Income and Economics between the Plaintiff and Defendant.
33. Defendant Wickboldt had told Plaintiff that she would be the one to turn his life around after his prior bankruptcies, losing homes, not having his adult children in his life, having prior Restraining Orders against him from prior spouses, not being able to take care of his financial affairs, and his addictions.
34. Defendant Wickboldt did not want the Plaintiff to work during the marriage outside the home and instead the Plaintiff was the Home-Maker and caretaker, making meals, taking Plaintiff to Rehabs and doctor’s appointments, ensuring all the household bills were paid although these were paid by funds from Appellee’s disability payments.

35. Defendant Wickboldt's relationships with his own adult children were so bad that he wanted Plaintiff to help try to repair the relationships.
36. Plaintiff later learned of the Restraining Orders and abuse in Defendant Wickboldt's prior family relationships.
37. Defendant Wickboldt also had significant Gambling addictions and wanted the Plaintiff to help save his monies away so his life could change around.
38. The marriage was of very short duration, approximately 2.5 years due to Domestic violence and abuse by Defendant Wickboldt against the Plaintiff resulting in Plaintiff leaving the marital home and obtaining the protections of the State Address Confidentiality Program ( ACP ) program administered by the State Attorney General.
39. The Plaintiff is still currently and validly registered with the ACP program and has been throughout the proceedings herein.
40. Law enforcement authorities were involved in at least 2 separate Domestic incidents during the very short term marriage due to Domestic incidents by Defendant Wickboldt committed against Plaintiff.
41. On the first incident the Plaintiff was provided an option by law enforcement to have the Defendant Wickboldt arrested or have Defendant Wickboldt submit to a Rehab facility through PRN.
42. Because this incident was so short in time after the marriage and because of Appellant's caring nature, the Defendant was allowed to leave the home after admission to a Rehab was arranged.
43. Defendant Wickboldt had often carried various knives ( weapons ) around Appellant including in the vehicles and even had trouble taking a cruise for carrying such weapons.
44. After other abusive activities by Defendant Wickboldt including ransacking of the marital home and threats with a baseball bat, Plaintiff left the marital home permanently in Dec. of 2009.
45. Plaintiff feared for her life from Appellee due to physical assault and threats, and the short history and knowledge of what Defendant Wickboldt did in his other relationships and his controlling abusive nature.
46. Defendant filed for Divorce on or around March 2010 and Appellant shortly after Answered and counter-filed for Divorce as well.

47. Both the Plaintiff and Defendant Wickboldt ended up having multiple attorneys during the course of Marital Dissolution proceedings, approximately 3 separate attorneys each over the course of litigation.

**Fraud Upon the Court Allegations; Vacate-Set Aside Dissolution Judgment**

48. The Dissolution proceedings were fairly balanced for several years until shortly after Defendant Wickboldt's 3rd attorney, Defendant Anthony J. Aragona III came into the case shortly after Judge David E. French also became involved with the case.

49. Upon information and belief, beginning sometime around entering the Dissolution case on or about Feb. of 2013, Defendant Anthony J. Aragona, III and Defendant Wickboldt began to sentimentally set in motion some unconscionable scheme calculated to interfere with the judicial system's ability impartially to adjudicate the Dissolution matter by improperly influencing the trier of fact and unfairly hampering the presentation of the Plaintiff's claims and defenses.

50. Upon information and belief, the source being the Court and case records certified by Clerk Sharon Bock on Appeal, Judge Rosemarie Scher was presiding over the case in Sept. of 2012.

51. In Nov. of 2012, Plaintiff's then attorney Laurie Schanz had even filed a Motion for Defendant Wickboldt to pay Attorney's Fees noting in part as follows: "A year later, in March 2011, Petitioner/Husband filed an Amended Petition. 3. After more than 2 years of litigation, the Petitioner/Husband filed a Second Amended Petition for Dissolution on June 11, 2012.

52. That the Respondent/Wife is seeking attorney fees and costs. The Respondent/Wife has the need and the Petitioner/Husband has the ability to pay attorneys' fees

53. Furthermore, since the beginning of these proceedings, the Petitioner/Husband engaged in a tremendous amount of litigation which was unnecessary and made false allegations against the Respondent/Wife which forced the Respondent/Wife to spend a tremendous amount of money in attorneys' fees and costs".

54. Yet soon thereafter now that Defendant Aragona III was in the case, Plaintiff's own attorney Schanz claimed to be "coerced" / "threatened"/ "pressured" to reveal Plaintiff's ACP address by Defendant Aragona and Judge David French despite Statewide procedures administered by the State Attorney General for such procedures on service and mailing when in the ACP program.

55. Defendant's Aragona and Wickboldt at all times knew or should have known the fear this would cause Plaintiff.

56. Plaintiff's attorney Schanz then moved to Withdraw.

57. Plaintiff is still a valid member of the ACP program which by State law under FS §741.403(1)(b) Designates the Attorney General as a Registered Agent for Service of Process and receipt of Mail.
58. Within a week of Judge David E. French granting Plaintiff attorney Schanz's motion to withdraw in May of 2013, Defendant Aragona and Wickboldt were already moving before Judge French for an Expedited Pre-Trial Conference knowing Plaintiff was without an attorney and her Motion to have Attorney's Fees paid on her behalf by Defendant Wickboldt ***had not been heard***.
59. Judge French then granted the Motion filed by Defendants Wickboldt and Aragona and accelerated the Trial Schedule knowing Plaintiff had no attorney and had moved for payment of Attorney's Fees before the Court.
60. Defendants Aragona and Wickboldt furthered the scheme set in motion to Deny and interfere in Plaintiff's ability to be Heard before the Court and present a Case and Plaintiff then had found out on a Friday about a Pre-trial proceeding from the Palm Beach County Clerk's Office to be held the following Monday. .
61. When appearing in the Courtroom, Defendant Wickboldt's attorney Defendant Aragona was present having Ex Parte communications about the case with Judge David French at the time.
62. Defendant Aragona was even surprised to see Plaintiff there and even asked her how she found out about the proceeding further proving the Fraud Upon the Court scheme at play in extrinsic fraud upon the Court in hampering and denying Plaintiff's ability to be heard and present a case.
63. Judge French would go so far as only "orally" indicating Plaintiff would be denied her requested Continuance to obtain an attorney for a now expedited Trial while having had Undisclosed Ex Parte communications about the Dissolution Case and Trial with Judge David E. French in a proceeding designed to Deny Plaintiff Notice and an Opportunity to be heard and Due process.
64. Defendants Wickbold and Arragona proceeded to continue the scheme and proceeded to a Trial designed to deny Plaintiff from being able to properly present her case by acts of fraud and deception.
65. Defendants Wickboldt and Aragona continued the extrinsic fraud upon the court before Judge Harrison at Trial in furthering the denial of a "continuance" for Plaintiff to get Counsel and be properly Heard thus furthering the scheme set in motion with Judge French at the illegal ex parte pre-trial conference held without procedural due process notice to Plaintiff.

66. The alleged Trial and Marital Dissolution Judgment is the clear product of extensive due process violations against Plaintiff and fraud upon the Court rendering the Judgment void and to be vacated for extrinsic fraud upon the Court.
67. The Judgment is void as in violation of Florida Statutes 61.075 also.
68. At all times since the date of the Judgment on July 29, 2013, Defendant's Wickboldt and Aragona knew and should have known said Judgment was void and defective yet continued an ongoing pattern of Fraud upon the Court to wrongfully take Plaintiff's Homestead property and other wrongful gains against Plaintiff who has a claim for unequal distribution and this Judgment must be vacated and set aside.
69. Defendants Wickboldt and Aragona were repeatedly and regularly requested by Plaintiff to cease and desist the fraudulent conduct and correct the fraud upon the Court.
70. The defendants have known of Plaintiffs claims of fraud and a defective judgment since at least Sept. of 2016 upon the filing of an Initial Brief on Appeal of the Appointment of Defendant Ryder as Receiver to illegally take Plaintiff's Homestead property.
71. A non-final Order of Judge David French was signed dated June 29, 2016 appointing a Receiver, David Ryder, to forcibly sell real property owned by Appellant which is Homestead property protected by the Florida Constitution.
72. The Order appointing the Receiver also occurred after a mandatory Disqualification had been filed against Judge French who had interfered in the Attorney-Client relationship between Plaintiff and one attorney Craig Derr, Esq.
73. Defendants are now moving to approve an Illegal Sale of Plaintiff's Homestead property before Judge Coates today March 28, 2017 which must be stopped, stayed and restrained as the Dissolution Judgment which is on Appeal is further Vacated and set aside herein.

**GENERAL FACTUAL ALLEGATIONS VOID DISSOLUTION JUDGMENT SO  
DEFECTIVE AS VIOLATIVE OF FLORIDA STATUTES 61.075**

74. In violation of FS 61.075(3), The Final Judgment of Dissolution was not supported by competent and substantial evidence and factual findings in the Judgment on any of the issues of the marriage including the distribution of marital assets and marital liabilities and claims to conversion of funds and is thus void.

75. Judge French who is relying upon such Judgment to appoint a Receiver knows and should know and Judge Harrison knows and should have known, the Final Judgement of Dissolution is void by statute for failing to determine under F.S. §61.075:

“F.S. §61.075(1)(a); (a) The contribution to the marriage by each spouse, including contributions to the care and education of the children and services as homemaker.”

76. The Final Judgment makes no Findings with regard to the contributions to the marriage by Appellant specifically as “services as homemaker”. While there were no children, Appellant contributed to the marriage in numerous ways including but not limited to; making regular meals and general housekeeping; taking Appellee to medical appointments and Rehab clinics, ensuring that all bills of the marital home were being paid albeit from Appellee’s funds, attempting to keep Appellee on a positive track and away from his serious addictions, providing affection and caring for the Appellee and other services. The Judgment is devoid of any findings on this factor regarding the Appellant.

77. F.S. §61.075(1)(b), “(b) The economic circumstances of the parties.” The Final Judgment is wholly devoid of the required factual findings based on this statutory factor and thus is void. Appellant had worked her entire life prior to the marriage and was forced by Appellee to give up her job to be the homemaker. Appellant would earn up to approximately \$30,000.00 a year prior to the marriage. The Final Judgment is wholly devoid and defective on this factor and takes no consideration of the equities in Plaintiff losing out from being able to work as having to work to care for Defendant Wickboldt and his addictions throughout the marriage and thus is void.

78. F.S. §61.075(1)(c), “the duration of the marriage”. Again the Final Judgment is wholly devoid on this factor and thus is void. The marriage lasted barely 2.5 years which does not account for times when Defendant Wickboldt was in Rehabs due to his significant addictions. Plaintiff still maintained the marital home during these times. The Final Judgment is devoid of findings on this factor and void. The Judgment is void for having a Dissolution which factually considered this factor in equitable distribution amongst the parties.

79. F.S. §61.075(1)(d), “Any interruption of personal careers or educational opportunities of either party.” Again the Final Judgment is entirely devoid of any required finding on this factor. Plaintiff had always been a strong, working individual prior to the marriage for years having purchased her own home protected by Homestead years prior to the marriage, purchased her own



car and paying her own bills and planning to finish school to become a Registered Nurse.

Because of the serious domestic abuse in the marriage and the abusive litigation lasting years, Plaintiff's personal careers and educational opportunities have been severely damaged. The Judgment is void for failure to make required findings on this factor.

80. F.S. §61.075(1)(g), "(g) The contribution of each spouse to the acquisition, enhancement, and production of income or the improvement of, or the incurring of liabilities to, both the marital assets and the nonmarital assets of the parties." The Final Judgment is devoid of any findings regarding the Plaintiff's contributions on this factor.
81. While it is true the funds that were used to maintain and enhance the marital home and assets were funds obtained by Defendant Wickboldt's disability payments, but for the contributions of the Plaintiff in ensuring that bills were actually paid and accounts maintained, such assets and properties would be lost. Defendant Wickboldt already had a history of bankruptcy and losing property by not paying bills.
82. Plaintiff's contributions ensured the marital home and property were maintained particularly when Defendant Wickboldt was in Rehabs or off Gambling. The Judgment is void for failure to make findings on this factor.
83. F.S. §61.075(1)(j), "(j) Any other factors necessary to do equity and justice between the parties." The Final Judgment failed to properly consider the impacts of domestic violence upon the Plaintiff at the hands of the Defendant Wickboldt and determine equities due Plaintiff on this factor. The Final Judgment is void based on this failure.
84. F.S. §61.075(3) which mandates in part as follows, "any distribution of marital assets or marital liabilities shall be supported by factual findings *in the judgment or order based on competent substantial evidence with reference to the factors enumerated in subsection (1). The distribution of all marital assets and marital liabilities, whether equal or unequal, shall include specific written findings of fact as to the following:*
- " (a) Clear identification of nonmarital assets and ownership interests;" The Final Judgment failed to identify the marital home listed by Defendant Wickboldt as a marital home in Par. 7 of his original Complaint and Financials and yet further improperly ordered a 50/50 split of Plaintiff's Homestead home purchased 7 years before this short 2.5 year marriage as if this was "marital property" when such property was never claimed in Pleadings as "marital property" by Defendant Wickboldt thus depriving

Plaintiff of due process notice at Trial.

(b) Identification of marital assets, including the individual valuation of significant assets, and designation of which spouse shall be entitled to each asset;" The Final Judgment failed to identify how or why the Court was ordering a 50/50 split on Plaintiff's clearly pre-marital property purchased 7 years in advance of the marriage and protected by Homestead. The Final Judgment references No Specific Financial findings to arrive at this award and this property in Miramar, Fl clearly was never claimed by Defendant Wickboldt as "marital property". The Final Judgment is void in this regard and has no specific dollar amounts found and determined that went to Plaintiff's Homestead property from Defendant Wickboldt's funds. This part of the Judgment is void and a new trial must be Ordered.

85. The one-sided nature of proceedings at "Trial" where Plaintiff was Pro Se seeking a continuance to retain a new attorney as a result of Defendant Wickboldt and Aragona's extrinsic fraud upon the Court scheme shows that contrary to Defendant Wickboldt and Aragona's claims of fraud and a scheme by Plaintiff to marry Defendant out of fraud, in fact it was Defendant Wickboldt n the week prior to the Marriage who took the Plaintiff to Orlando, Florida allegedly to see his good friend Accountant to invite him to their wedding.
86. Instead the Plaintiff nt was faced with a remarkably uncomfortable solicitation by the Defendant Wickboldt's Accountant to use her real property purchased nearly 7 years prior as a way to obtain a second mortgage so the Defendant Wickboldt could pay off a very large debt to the IRS of over \$40,000.00.
87. This was very embarrassing and uncomfortable for the Plaintiff and came "out of the blue".
88. A valid Judgment and proper due process proceedings not based in extrinsic fraud on the court would thus show it was the Defendant Wickboldt and not the Plaintiff who had a pre-marriage plan to take real property of the Plaintiff, property subject to Florida Constitutional Homestead protection.
89. Plaintiff was not only denied the opportunity to have Witnesses testify but also denied an opportunity to present her Direct case and the Trial proceeded despite no confirmation or verification by the Trial Judge Harrison about alleged attempts at some compliance with Uniform Pre-Trial procedures by Defendant's attorney Aragona.
90. This violated procedural and substantive due process.

91. By Defendant Wickboldt's filed own admissions and statements in his financial Disclosures, the numbers adduced at Trial and for the Dissolution Judgment do not add up nor does the Final Judgment specify with sufficient clarity the financial accounting.
92. The Judgment is void under FS §61.075.
93. Defendant Wickboldt stated during proceedings Net Monthly Income of \$16,747 and Monthly Expenses of \$12,671.
94. This was a document signed under oath by Defendant Wickboldt in March of 2010.
95. By averaging those amounts over the 2.5 year marriage there was Net Income of approximately \$502,410.00 and Net Expenses of approximately \$380,130 solely for expenses of Defendant Wickboldt leaving \$122,280.00 in monies not directly identified based on the Sworn Financials to Expenses to benefit the Defendant.
96. The expenses did not include the large IRS debt owed by Defendant Wickboldt which Plaintiff provided the Services to ensure was paid for Defendant Wickboldt.
97. This does not include mutual Vacation expenses and other items.
98. Again further not considered by the Judgment but what must be considered now is also the Plaintiff was forced into full time homemaker by Appellee and thus loss the Income for 2.5 years of approximately \$50,000 to \$75,000.00, approximate.
99. Then there is the Personal Property of Plaintiff lost and secreted or destroyed by Defendant Wickboldt valued at over \$92,000 as listed on Plaintiff's prior Disclosure all not accounted for in the Final Judgment rendering it Void based on Statute.
100. Defendants Wickboldt and Aragona furthered the extrinsic fraud by false claims of evidence allegedly available when no official record of such evidence exists in the Certified Records on Appeal by Clerk Sharon Bock of Palm Beach County and such false claims of evidence was used to further Deny Plaintiff's ability to present her case.
101. Thus there is no clear entitlement to appointment of a Receiver and Judge French knowing or who should have known of these Statutory deficiencies renders the Order to Appoint a Receiver an Abuse of Discretion and legal nullity.
102. A review of the Final Judgment shows no proof of how the Court came to the numeric conclusions it reached.
103. Defendant Receiver Ryder has been informed of all of these facts and provided the information for due diligence review and has been asked to Cease and Desist by Plaintiff.

104. Instead, the Receiver has wantonly and grossly negligently disregarded this information and the basic legal standards of a valid Dissolution Judgment and furthered a wrongful scheme to take Plaintiff's Homestead property and other damages.
105. The appointment of a receiver must now be reversed and vacated or alternatively stayed until proper hearings back at the trial level occur.

**AS AND FOR A FIRST CAUSE OF ACTION TO VACATE AND SET ASIDE THE  
DISSOLUTION JUDGMENT AND APPOINTMENT OF RECEIVER BASED ON  
EXTRINSIC FRAUD UPON THE COURT**

106. Plaintiff repeats and realleges each and every allegation in Paragraphs 1 through 105 as if specifically repeated herein.
107. As and for a first cause of action, Plaintiff seeks a declaration that the Marital Dissolution Judgment of July 29, 2013 be Vacated and Set aside upon grounds of extrinsic fraud upon the Court.
108. Wherefore Plaintiff demands Judgment against Defendants declaring such Marital Dissolution Judgment and the Appointment of Receiver Ryder vacated and set aside as fraud upon the court.

**AS AND FOR A SECOND CAUSE OF ACTION TO VACATE AND SET ASIDE THE  
DISSOLUTION JUDGMENT AND APPOINTMENT OF RECEIVER BASED ON VOID  
JUDGMENT SO DEFECTIVE ON STATUTORY VIOLATIONS UNDER FS 61.075 AND  
DUE PROCESS**

109. Plaintiff repeats and realleges each and every allegation in Paragraphs 1 through 108 as if specifically repeated herein.
110. As and for a second cause of action, Plaintiff seeks a declaration that the Marital Dissolution Judgment of July 29, 2013 be Vacated and Set aside upon grounds of being Void as a matter of law as so defective and in violation of FS 61.075 and due process violations.
111. Wherefore Plaintiff demands Judgment against Defendants declaring such Marital Dissolution Judgment and the Appointment of Receiver Ryder vacated and set aside as void.

112. **AS AND FOR A THIRD CAUSE OF ACTION FOR AN EMERGENCY STAY OF THE  
APPROVAL OF SALE OF PROPERTY AND FURTHER STAY OF ENFORCEMENT  
OF THE MARITAL JUDGMENT OF JULY 2013**

113. Plaintiff repeats and realleges each and every allegation in Paragraphs 1 through 111 as if specifically repeated herein.

114. As and for a third cause of action, Plaintiff seeks a Stay and Temporary Injunction against the Sale of Plaintiff's Homestead property and further enjoining Defendants from actions seeking to enforce the Marital Dissolution Judgment of July 2013 and seeks proceedings for a new Dissolution Judgment and such further equitable relief as is just and proper

WHEREFORE, Plaintiff demands Judgment against the Defendants as follows: On each cause of action declaring and setting aside and vacating the Matrimonial Dissolution Judgment of July 2013 upon fraud upon the Court in the first cause of action, as being void in the second cause of action, and further granting a stay and temporary injunction in the third cause of action to enjoin and stay the Sale of Plaintiff's Homestead property and for further proceedings for a new Dissolution judgment and such other and further equitable relief as may be just and proper.

**Dated:** March 28, 2017

**/s/Julia M. Gonzalez**

Julia M. Gonzalez

Plaintiff Pro Se

PO 8212911

Pembroke Pines, FL 33082

954-245-4653

[julia.gonzalez85@yahoo.com](mailto:julia.gonzalez85@yahoo.com)

EXHIBIT 1  
JUDGMENT

**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.

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**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 333445589938 to Petitioner, Lloyd G. Wickboldt. AmTrust Bank is hereby ordered to release all funds in Account Number 333445589938, 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 4862-3694-6144-2103. 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

→ (Page 24-B)

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.

~~XX~~ 11. The wife has testified at trial that her current address is 6801 Harding Ave., Apt. 509, Miami Beach, FL 33141, and the husband's current address is 840 Virginia Gardens Drive, Boynton Beach, FL 33435. Each party is required to keep the Court informed of any change of their physical address by filing a written notice with the Clerk of Court, Family Law Division, and providing a copy to the other party. The Court finds that Respondent's claims of domestic violence to be unsupported by any record evidence. Accordingly, the Attorney General is directed to disclose the address of Respondent, Julie M. Gonzalez, a/k/a Julia M. Gonzalez on record with the Address Confidentiality Program to Anthony J. Aragona, III, attorney for the Petitioner, upon written request. Each party must disclose and update the Court with the actual address where they currently physically reside, and disclosure of a post office box shall not be sufficient to comply with this requirement.

12. The Court reserves jurisdiction to enforce this Final Judgment and retains jurisdiction to hold the parties in contempt for their failure to fully comply with the terms of this Final Judgment of Dissolution. Each party shall be deemed to have been properly noticed of future proceedings, including contempt proceedings, by use of the address that was last provided to the Court pursuant to Paragraph 11 of this Judgment.

DONE AND ORDERED in Chambers at Palm Beach County, Florida, on this 29 day of  
July, 2013.

(S) Howard Harrison  
HONORABLE CIRCUIT JUDGE

COPIES FURNISHED TO:

Anthony J. Aragona, III, Attorney for Petitioner, 5097 Sancerre Cir., Lake Worth, FL 33463  
Lloyd G. Wickboldt, 840 Virginia Gardens Drive, Boynton Beach, FL 33435  
Julie M. Gonzalez, 6801 Harding Ave., Apt. 509, Miami Beach, FL 33141

EXHIBIT 2

IN THE CIVIL CIRCUIT COURT  
IN AND FOR BROWARD COUNTY FLORIDA

Julie M. Gonzalez,

Plaintiff,

vs.

Lloyd G. Wickboldt, Anthony J. Aragona, III,  
Individually, and Anthony J. Aragona III, P.A.,  
Professionally, David M. Ryder, Receiver,

Defendants.

---

**NOTICE OF LIS PENDENS**

**TO DEFENDANT(S) , DAVID M. RYDER, RECEIVER, LLOYD G. WICKBOLDT,  
ANTHONY J. ARAGONA, III, ANTHONY J. ARAGONA III, P.A. and John and Jane  
Does, AND ALL OTHERS WHOM IT MAY CONCERN:**

**YOU ARE NOTIFIED OF THE FOLLOWING:**

- a) The Plaintiff has instituted this Action against you seeking to “quiet title” with respect to the subject property described below;
- b) The Plaintiff in this action is JULIE M. GONZALEZ.

c) The Date of the institution of this action is **MARCH 28, 2017** OR the date on the Clerk's electronic receipt for filing is \_\_\_\_\_ OR the case number of the action is as shown in the caption.

d) The Property that is the subject matter of this action is located in Broward County of Florida and is described as follows:

all that certain land situate in BROWARD County, State of Florida, viz:

**LOT 198, BLOCK E, PARCEL "I" NAUTICA PLAT,  
ACCORDING TO THE PLAT THEREOF, AS  
RECORDED IN PLAT BOOK 168, PAGE 26, OF THE  
PUBLIC RECORDS OF BROWARD COUNTY,  
FLORIDA.**

e) That relief is sought declaring Plaintiff's rights in the subject property herein as Homestead Property free and clear of any claims by Defendants and such other relief as may be just and proper.

Dated: March 28, 2017

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Julia M. Gonzalez, Pro-Se  
Plaintiff Pro Se  
PO 8212911  
Pembroke Pines, FL 33082  
954-245-4653  
julia.gonzalez85@yahoo.com

IN THE CIVIL CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT  
IN AND FOR BROWARD BEACH COUNTY FLORIDA

Julia M. Gonzalez,

Plaintiff,

vs.

**COMPLAINT**  
**And Jury Demand**

Lloyd G. Wickboldt, Anthony J. Aragona, III,  
Individually, and Anthony J. Aragona III, P.A.,  
Professionally, David M. Ryder, Receiver

Defendants.

---

COMES NOW, JULIA M. GONZALEZ, PLAINTIFF, who brings this action to Quiet Title to Real Property under FS 65.021 against the Defendants, David M. Ryder, Receiver, Lloyd G., Wickboldt, Anthony J. Aragona, III, individually, and Anthony J. Aragona III, P.A., professionally, and against any unknown heirs, devisees, grantees, creditors, unknown persons and unknown spouses, and against any and all John or Jane Doe persons seeking or claiming Title in the subject Homestead property, in support of her affirmative claim for relief and for related damages, respectfully pleads and shows this Court as follows:

**JURISDICTION OF THE COURT**

1. This is an action to quiet title to property under Florida Statutes FS 65.021 with said property located in Palm Beach County of the State of Florida and for related damages herein.
2. That the amount in controversy exceeds \$350,000.00 and is appropriate for Civil Circuit Court.

**THE PARTIES**

3. Julia M. Gonzalez, is the Plaintiff and is a natural person residing in the County of Palm Beach, Florida with certain interests in real property both equitable and legal as described further herein.
4. Julia M. Gonzalez, is the Plaintiff and is a natural person residing in the County of Broward Florida and is the Deed “Owner” with certain interests in real property both equitable and legal owned exclusively by Plaintiff as “Homestead” property as described further herein.
5. Defendant Lloyd Wickboldt is a resident of Palm Beach County with last known address at 840 Virginia Garden Drive, Boynton Beach, Florida 33435 and is a former spouse of short duration with Plaintiff.
6. Defendant Anthony J. Aragona, III is an individual and attorney with offices in Palm Beach County of Florida at 1036 Grove Park Circle, Boynton Beach, Florida 33436 Tel: (561) 649-1790, sued in his individual capacity and who was hired to do work by Defendant Lloyd G. Wickboldt in a Matrimonial and Civil action against Plaintiff.
7. Defendant Anthony J. Aragona, III P.A. is a professional corporation owned and managed by Anthony J. Aragona III in Palm Beach County with offices at 1036 Grove Park Circle, Boynton Beach, Florida 33436 Tel: (561) 649-1790, sued in its professional capacity and who who was hired to do work by Defendant Lloyd G. Wickboldt in a Matrimonial and Civil action against Plaintiff.
8. Defendant David M. Ryder is an individual appointed as a Receiver with offices at 4613 No. University Dr. #175, Coral Springs, FL 33067 appointed by one Palm Beach County Judge David E. French to take action against Plaintiff and Plaintiff’s Homestead property according to a Marital Dissolution Judgement dated July 29, 2013 signed by one Judge Howard Harrison.

### **THE PROPERTY**



9. Upon information and belief, the legal description of the property which is the subject of this action is known as *all that certain land situate in BROWARD County, State of Florida, viz: LOT 198, BLOCK E, PARCEL "I" NAUTICA PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 168, PAGE 26, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.*
10. That there is a real cloud and controversy on Title to the subject property to be determined under FS 65.021 based upon wanton, grossly negligent, wrongful, illegal and fraudulent conduct of the Defendants herein seeking to forcibly take and steal and convert illegally Plaintiff's Homestead property herein situated in Miramar in Broward County.
11. That Plaintiff has a claim for a claim for unequal distribution of marital property under FS 61.075 from related Marital Dissolution proceedings in Palm Beach County under Case No. 502010DR003810XXXSB.
12. That Plaintiff purchased the subject Homestead property of her own resources and work and equity in 2001 a full 7 years before a very short term marriage to Defendant Wickboldt of less than 3 years and not being the first marriage for Defendant Wickboldt.
13. That a related independent action in equity in Palm Beach County on a Marital Dissolution Judgment to vacate and set aside such Judgment is pending under Case No. \_\_\_\_\_, filed this date March 28, 2017 in Palm Beach County awaiting case number.
14. That the subject property was never used or alleged to be "marital property" and instead of Plaintiff's own homestead protected by the Florida Constitution.

15. Appellant first filed for Homestead protection in on or around 2011 after returning to the Home after the Domestic abuse and violence and breakup of the marriage with this becoming effective in 2012.
16. Once a home obtains “homestead” status it remains homestead until it is Abandoned.
17. That Plaintiff has never abandoned the subject property under the law.
18. That the related claims from Palm Beach county have a direct nexus and clear nexus to the subject property herein rendering the filing of a Lis Pendens appropriate.
19. That the subject property should be declared as Plaintiff’s Homestead property.
20. That from the related claims the Plaintiff was forced into full time homemaker by Appellee and thus loss the Income for 2.5 years of approximately \$50,000 to \$75,000.00, approximate.
21. That there is the Personal Property of Plaintiff lost and secreted or destroyed by Defendant valued at over \$92,000 as listed in the related Palm Beach Dissolution which has never been accounted for or credited to Plaintiff and shall serve as further lien over the subject property.

**GENERAL FACTUAL ALLEGATIONS**

22. Upon information and belief, an alleged Matrimonial Dissolution Judgement was issued in Palm Beach County Case No. 502010DR003810XXXSB was signed by one Judge Howard Harrison dated July 29, 2013.
23. Plaintiff has brought a related independent action in Palm Beach County “upon the judgment” and seeks to Vacate and set aside such judgment as the product of fraud upon the Court and void as a matter of law and further restrain Defendants from furthering an illegal Sale of such property scheduled to be approved March 28m 2017 and restraining such Defendants from any and all further acts in enforcement of such Judgment.

24. The Judgment herein is so defective under FS 61.075 as to never have had legal force and effect and is void.
25. A void judgment may be attacked at any time because the judgment creates no binding obligation on the parties, is legally ineffective and is a nullity.
26. It is no longer equitable that the judgment or decree should have any prospective application and thus must be vacated, set aside and restrained.
27. Upon information and belief, the Judgment came out of a Matrimonial Dissolution action between Plaintiff and Defendant Lloyd G. Wickboldt of very short duration of approximately 2.5 years and thus less than 3 years.
28. The parties were married on or around April of 2007 and were separated permanently on or around December of 2009.
29. No children were born to this marriage and this was not the Defendant Lloyd Wickboldt's first marriage.
30. Upon information and belief, this was the 3rd marriage for the Appellee Lloyd Wickboldt who had 5 adult children by prior marriages at the time of the marriage to the Plaintiff.
31. Upon information and belief, Defendant Wickboldt's adult children refused to attend the Wedding due to strained personal relationships with Defendant.
32. The Plaintiff was 54 at the time of the marriage and the Defendant Wickboldt was 55.
33. Upon personal knowledge and information and belief, during all relevant times of the short-term marriage, Defendant Wickboldt was an admitted alcoholic and addict to narcotic pain prescriptions.
34. On several occasions during the short-term marriage of less than 3 years, Defendant Wickboldt was in Rehab services many times due to various addictions.

35. Prior to the marriage, the Plaintiff had strong Credit, had bought and paid for her own car and paid her own bills in addition to buying her Homestead property.
36. Plaintiff had always worked very hard throughout her lifetime supporting herself economically prior to the marriage.
37. Prior to the marriage, the Plaintiff had strong Credit, had bought and paid for her own car and paid her own bills in addition to buying her Homestead property.
38. Plaintiff had purchased the real property that is Homestead Property in 2001 located in Broward County, Florida approximately 7 years prior to the marriage to Defendant Wickboldt.
39. Plaintiff's Homestead property purchased substantially prior to the marriage was never used or considered the "marital residence" and instead Defendant Wickboldt himself determined, alleged and pleaded the "marital residence" in the Dissolution case to be at 840 Virginia Garden Drive, Boynton Beach, Florida 33435.
40. Plaintiff has been a resident of the State of Florida for 48 years and all proof shows the intent to remain a permanent resident of Florida.
41. Plaintiff never "abandoned" her Homestead property located in Miramar in Broward County under the law in Florida and at all times relevant herein such property shall be deemed and was "Homestead property" for the Plaintiff protected by the State Constitution of Florida.
42. The Plaintiff and Defendant Wickboldt were working together at the time the relationship formed.
43. The Plaintiff is the only daughter of a Cuban refugee mother who passed away many years before the marriage.

44. While Plaintiff always worked hard prior to and during the marriage, Plaintiff has now been rendered Homeless by the wrongful, corrupt, illegal and fraud upon the Court actions of Defendants Wickboldt and Defendant Aragona III.
45. Plaintiff has a much worse life style since the marriage to Defendant Wickboldt and the course of conduct by Defendant Wickboldt and Defendant Aragona.
46. During all relevant times of the Marriage and Dissolution proceedings, the Defendant Wickboldt is a Medical doctor not able to work due to his disabilities but received significant disability income during the short-lived marriage in excess of \$16,000 or more per month while Plaintiff had worked jobs of low wages of \$9/hr or so in the years prior to the marriage perhaps \$30,000 per year for Plaintiff.
47. Having met Plaintiff while working together, Defendant Wickboldt at all times relevant herein knew and should have known of the great disparity in Income and Economics between the Plaintiff and Defendant.
48. Defendant Wickboldt had told Plaintiff that she would be the one to turn his life around after his prior bankruptcies, losing homes, not having his adult children in his life, having prior Restraining Orders against him from prior spouses, not being able to take care of his financial affairs, and his addictions.
49. Defendant Wickboldt did not want the Plaintiff to work during the marriage outside the home and instead the Plaintiff was the Home-Maker and caretaker, making meals, taking Plaintiff to Rehabs and doctor's appointments, ensuring all the household bills were paid although these were paid by funds from Appellee's disability payments.
50. Defendant Wickboldt's relationships with his own adult children were so bad that he wanted Plaintiff to help try to repair the relationships.

51. Plaintiff later learned of the Restraining Orders and abuse in Defendant Wickboldt's prior family relationships.
52. Defendant Wickboldt also had significant Gambling addictions and wanted the Plaintiff to help save his monies away so his life could change around.
53. The marriage was of very short duration, approximately 2.5 years due to Domestic violence and abuse by Defendant Wickboldt against the Plaintiff resulting in Plaintiff leaving the marital home and obtaining the protections of the State Address Confidentiality Program ( ACP ) program administered by the State Attorney General.
54. The Plaintiff is still currently and validly registered with the ACP program and has been throughout the proceedings herein.
55. Law enforcement authorities were involved in at least 2 separate Domestic incidents during the very short term marriage due to Domestic incidents by Defendant Wickboldt committed against Plaintiff.
56. On the first incident the Plaintiff was provided an option by law enforcement to have the Defendant Wickboldt arrested or have Defendant Wickboldt submit to a Rehab facility through PRN.
57. Because this incident was so short in time after the marriage and because of Appellant's caring nature, the Defendant was allowed to leave the home after admission to a Rehab was arranged.
58. Defendant Wickboldt had often carried various knives ( weapons ) around Appellant including in the vehicles and even had trouble taking a cruise for carrying such weapons.
59. After other abusive activities by Defendant Wickboldt including ransacking of the marital home and threats with a baseball bat, Plaintiff left the marital home permanently in Dec. of 2009.

60. Plaintiff feared for her life from Appellee due to physical assault and threats, and the short history and knowledge of what Defendant Wickboldt did in his other relationships and his controlling abusive nature.
61. Defendant filed for Divorce on or around March 2010 and Appellant shortly after Answered and counter-filed for Divorce as well.
62. Both the Plaintiff and Defendant Wickboldt ended up having multiple attorneys during the course of Marital Dissolution proceedings, approximately 3 separate attorneys each over the course of litigation.
63. The Dissolution proceedings were fairly balanced for several years until shortly after Defendant Wickboldt's 3rd attorney, Defendant Anthony J. Aragona III came into the case shortly after Judge David E. French also became involved with the case.
64. Upon information and belief, beginning sometime around entering the Dissolution case on or about Feb. of 2013, Defendant Anthony J. Aragona, III and Defendant Wickboldt began to sentiently set in motion some unconscionable scheme calculated to interfere with the judicial system's ability impartially to adjudicate the Dissolution matter by improperly influencing the trier of fact and unfairly hampering the presentation of the Plaintiff's claims and defenses.
65. Soon thereafter now that Defendant Aragona III was in the case, Plaintiff's own attorney Schanz claimed to be "coerced" / "threatened"/ "pressured" to reveal Plaintiff's ACP address by Defendant Aragona and Judge David French despite Statewide procedures administered by the State Attorney General for such procedures on service and mailing when in the ACP program. Defendant's Aragona and Wickboldt at all times knew or should have known the fear this would cause Plaintiff.
66. Plaintiff's attorney Schanz then moved to Withdraw.

67. Plaintiff is still a valid member of the ACP program which by State law under FS §741.403(1)(b) Designates the Attorney General as a Registered Agent for Service of Process and receipt of Mail.
68. Within a week of Judge David E. French granting Plaintiff attorney Schanz's motion to withdraw in May of 2013, Defendant Aragona and Wickboldt were already moving before Judge French for an Expedited Pre-Trial Conference knowing Plaintiff was without an attorney and her Motion to have Attorney's Fees paid on her behalf by Defendant Wickboldt had not been heard. Judge French then granted the Motion filed by Defendants Wickboldt and Aragona and accelerated the Trial Schedule knowing Plaintiff had no attorney and had moved for payment of Attorney's Fees before the Court.
69. Defendants Aragona and Wickboldt furthered the scheme set in motion to Deny and interfere in Plaintiff's ability to be Heard before the Court and present a Case and Plaintiff then had found out on a Friday about a Pre-trial proceeding from the Palm Beach County Clerk's Office to be held the following Monday.
70. When appearing in the Courtroom, Defendant Wickboldt's attorney Defendant Aragona was present having Ex Parte communications about the case with Judge David French at the time.
71. Defendant Aragona was even surprised to see Plaintiff there and even asked her how she found out about the proceeding further proving the Fraud Upon the Court scheme at play in extrinsic fraud upon the Court in hampering and denying Plaintiff's ability to be heard and present a case. Judge French would go so far as only "orally" indicating Plaintiff would be denied her requested Continuance to obtain an attorney for a now expedited Trial while having had Undisclosed Ex Parte communications about the Dissolution Case and Trial with Judge David E. French in a proceeding designed to Deny Plaintiff Notice and an Opportunity to be heard and Due process.



Defendants Wickbold and Arragona proceeded to continue the scheme and proceeded to a Trial designed to deny Plaintiff from being able to properly present her case by acts of fraud and deception.

72. Defendants Wickboldt and Aragona continued the extrinsic fraud upon the court before Judge Harrison at Trial in furthering the denial of a “continuance” for Plaintiff to get Counsel and be properly Heard thus furthering the scheme set in motion with Judge French at the illegal ex parte pre-trial conference held without procedural due process notice to Plaintiff.
73. The alleged Trial and Marital Dissolution Judgment is the clear product of extensive due process violations against Plaintiff and fraud upon the Court rendering the Judgment void and to be vacated for extrinsic fraud upon the Court.
74. The Judgment is void as in violation of Florida Statutes 61.075 also.
75. At all times since the date of the Judgment on July 29, 2013, Defendant’s Wickboldt and Aragona knew and should have known said Judgment was void and defective yet continued an ongoing pattern of Fraud upon the Court to wrongfully take Plaintiff’s Homestead property and other wrongful gains against Plaintiff who has a claim for unequal distribution and this Judgment must be vacated and set aside.
76. Defendants Wickboldt and Aragona were repeatedly and regularly requested by Plaintiff to cease and desist the fraudulent conduct and correct the fraud upon the Court.
77. The defendants have known of Plaintiffs claims of fraud and a defective judgment since at least Sept. of 2016 upon the filing of an Initial Brief on Appeal of the Appointment of Defendant Ryder as Receiver to illegally take Plaintiff’s Homestead property.

78. A non-final Order of Judge David French was signed dated June 29, 2016 appointing a Receiver, David Ryder, to forcibly sell real property owned by Appellant which is Homestead property protected by the Florida Constitution.
79. The Order appointing the Receiver also occurred after a mandatory Disqualification had been filed against Judge French who had interfered in the Attorney-Client relationship between Plaintiff and one attorney Craig Dearth, Esq.
80. Defendants are now moving to approve an Illegal Sale of Plaintiff's Homestead property before Judge Coates today March 28, 2017 which must be stopped, stayed and restrained as the Dissolution Judgment which is on Appeal is further Vacated and set aside herein.

**GENERAL FACTUAL ALLEGATIONS VOID DISSOLUTION JUDGMENT SO  
DEFECTIVE AS VIOLATIVE OF FLORIDA STATUTES 61.075 ETC**

81. In violation of FS 61.075(3), The Final Judgment of Dissolution was not supported by competent and substantial evidence and factual findings in the Judgment on any of the issues of the marriage including the distribution of marital assets and marital liabilities and claims to conversion of funds and is thus void.
82. Judge French who is relying upon such Judgment to appoint a Receiver knows and should know and Judge Harrison knows and should have known, the Final Judgment of Dissolution is void by statute for failing to determine under F.S. §61.075:
- “F.S. §61.075(1)(a); (a) The contribution to the marriage by each spouse, including contributions to the care and education of the children and services as homemaker.”
83. The Final Judgment makes no Findings with regard to the contributions to the marriage by Appellant specifically as “services as homemaker”. While there were no children, Appellant contributed to the marriage in numerous ways including but not limited to; making regular meals

and general housekeeping; taking Appellee to medical appointments and Rehab clinics, ensuring that all bills of the marital home were being paid albeit from Appellee's funds, attempting to keep Appellee on a positive track and away from his serious addictions, providing affection and caring for the Appellee and other services. The Judgment is devoid of any findings on this factor regarding the Appellant.

84. F.S. §61.075(1)(b), "(b) The economic circumstances of the parties." The Final Judgment is wholly devoid of the required factual findings based on this statutory factor and thus is void. Appellant had worked her entire life prior to the marriage and was forced by Appellee to give up her job to be the homemaker. Appellant would earn up to approximately \$30,000.00 a year prior to the marriage. The Final Judgment is wholly devoid and defective on this factor and takes no consideration of the equities in Plaintiff losing out from being able to work as having to work to care for Defendant Wickboldt and his addictions throughout the marriage and thus is void.
85. F.S. §61.075(1)(c), "the duration of the marriage". Again the Final Judgment is wholly devoid on this factor and thus is void. The marriage lasted barely 2.5 years which does not account for times when Defendant Wickboldt was in Rehabs due to his significant addictions. Plaintiff still maintained the marital home during these times. The Final Judgment is devoid of findings on this factor and void. The Judgment is void for having a Dissolution which factually considered this factor in equitable distribution amongst the parties.
86. F.S. §61.075(1)(d), "Any interruption of personal careers or educational opportunities of either party." Again the Final Judgment is entirely devoid of any required finding on this factor. Plaintiff had always been a strong, working individual prior to the marriage for years having purchased her own home protected by Homestead years prior to the marriage, purchased her own car and paying her own bills and planning to finish school to become a Registered Nurse.

87. Because of the serious domestic abuse in the marriage and the abusive litigation lasting years, Plaintiff's personal careers and educational opportunities have been severely damaged. The Judgment is void for failure to make required findings on this factor.
88. F.S. §61.075(1)(g), "(g) The contribution of each spouse to the acquisition, enhancement, and production of income or the improvement of, or the incurring of liabilities to, both the marital assets and the nonmarital assets of the parties." The Final Judgment is devoid of any findings regarding the Plaintiff's contributions on this factor.
89. While it is true the funds that were used to maintain and enhance the marital home and assets were funds obtained by Defendant Wickboldt's disability payments, but for the contributions of the Plaintiff in ensuring that bills were actually paid and accounts maintained, such assets and properties would be lost. Defendant Wickboldt already had a history of bankruptcy and losing property by not paying bills.
90. Plaintiff's contributions ensured the marital home and property were maintained particularly when Defendant Wickboldt was in Rehabs or off Gambling. The Judgment is void for failure to make findings on this factor.
91. F.S. §61.075(1)(j), "(j) Any other factors necessary to do equity and justice between the parties." The Final Judgment failed to properly consider the impacts of domestic violence upon the Plaintiff at the hands of the Defendant Wickboldt and determine equities due Plaintiff on this factor. The Final Judgment is void based on this failure.
92. F.S. §61.075(3) which mandates in part as follows, "any distribution of marital assets or marital liabilities shall be supported by factual findings in the judgment or order based on competent substantial evidence with reference to the factors enumerated in subsection (1). The distribution

of all marital assets and marital liabilities, whether equal or unequal, shall include specific written findings of fact as to the following:

“(a) Clear identification of nonmarital assets and ownership interests;” The Final Judgment failed to identify the marital home listed by Defendant Wickboldt as a marital home in Par. 7 of his original Complaint and Financials and yet further improperly ordered a 50/50 split of Plaintiff’s Homestead home purchased 7 years before this short 2.5 year marriage as if this was “marital property” when such property was never claimed in Pleadings as “marital property” by Defendant Wickboldt thus depriving Plaintiff of due process notice at Trial.

(b) Identification of marital assets, including the individual valuation of significant assets, and designation of which spouse shall be entitled to each asset;” The Final Judgment failed to identify how or why the Court was ordering a 50/50 split on Plaintiff’s clearly pre-marital property purchased 7 years in advance of the marriage and protected by Homestead. The Final Judgment references No Specific Financial findings to arrive at this award and this property in Miramar, Fl clearly was never claimed by Defendant Wickboldt as “marital property”. The Final Judgment is void in this regard and has no specific dollar amounts found and determined that went to Plaintiff’s Homestead property

from Defendant Wickboldt's funds. This part of the Judgment is void and a new trial must be Ordered.

93. The one-sided nature of proceedings at "Trial" where Plaintiff was Pro Se seeking a continuance to retain a new attorney as a result of Defendant Wickboldt and Aragona's extrinsic fraud upon the Court scheme shows that contrary to Defendant Wickboldt and Aragona's claims of fraud and a scheme by Plaintiff to marry Defendant out of fraud, in fact it was Defendant Wickboldt n the week prior to the Marriage who took the Plaintiff to Orlando, Florida allegedly to see his good friend Accountant to invite him to their wedding.
94. Instead the Plaintiff was faced with a remarkably uncomfortable solicitation by the Defendant Wickboldt's Accountant to use her real property purchased nearly 7 years prior as a way to obtain a second mortgage so the Defendant Wickboldt could pay off a very large debt to the IRS of over \$40,000.00.
95. This was very embarrassing and uncomfortable for the Plaintiff and came "out of the blue".
96. A valid Judgment and proper due process proceedings not based in extrinsic fraud on the court would thus show it was the Defendant Wickboldt and not the Plaintiff who had a pre-marriage plan to take real property of the Plaintiff, property subject to Florida Constitutional Homestead protection.
97. Plaintiff was not only denied the opportunity to have Witnesses testify but also denied an opportunity to present her Direct case and the Trial proceeded despite no confirmation or verification by the Trial Judge Harrison about alleged attempts at some compliance with Uniform Pre-Trial procedures by Defendant's attorney Aragona. This violated procedural and substantive due process.

98. By Defendant Wickboldt's filed own admissions and statements in his financial Disclosures, the numbers adduced at Trial and for the Dissolution Judgment do not add up nor does the Final Judgment specify with sufficient clarity the financial accounting.
99. The Judgment is void under FS §61.075.
100. Defendant Wickboldt stated during proceedings Net Monthly Income of \$16,747 and Monthly Expenses of \$12,671.
101. This was a document signed under oath by Defendant Wickboldt in March of 2010.
102. By averaging those amounts over the 2.5 year marriage there was Net Income of approximately \$502,410.00 and Net Expenses of approximately \$380,130 solely for expenses of Defendant Wickboldt leaving \$122,280.00 in monies not directly identified based on the Sworn Financials to Expenses to benefit the Defendant.
103. The expenses did not include the large IRS debt owed by Defendant Wickboldt which Plaintiff provided the Services to ensure was paid for Defendant Wickboldt.
104. This does not include mutual Vacation expenses and other items.
105. Again further not considered by the Judgment but what must be considered now is also the Plaintiff was forced into full time homemaker by Appellee and thus loss the Income for 2.5 years of approximately \$50,000 to \$75,000.00, approximate.
106. Then there is the Personal Property of Plaintiff lost and secreted or destroyed by Defendant Wickboldt valued at over \$92,000 as listed on Plaintiff's prior Disclosure all not accounted for in the Final Judgment rendering it Void based on Statute.
107. Defendants Wickboldt and Aragona furthered the extrinsic fraud by false claims of evidence allegedly available when no official record of such evidence exists in the Certified Records on

Appeal by Clerk Sharon Bock of Palm Beach County and such false claims of evidence was used to further Deny Plaintiff's ability to present her case.

108. Thus there is no clear entitlement to appointment of a Receiver and Judge French knowing or who should have known of these Statutory deficiencies renders the Order to Appoint a Receiver an Abuse of Discretion and legal nullity.

109. A review of the Final Judgment shows no proof of how the Court came to the numeric conclusions it reached.

110. Defendant Receiver Ryder has been informed of all of these facts and provided the information for due diligence review and has been asked to Cease and Desist by Plaintiff. Instead, the Receiver has wantonly and grossly negligently disregarded this information and the basic legal standards of a valid Dissolution Judgment and furthered a wrongful scheme to take Plaintiff's Homestead property and other damages.

111. The appointment of a receiver must now be reversed and vacated or alternatively stayed until proper hearings back at the trial level occur.

#### **AS AND FOR A FIRST CAUSE OF ACTION TO QUIET TITLE**

112. Plaintiff repeats and re-alleges each and every allegation in Paragraphs 1 through 112 as if specifically repeated herein.

113. Plaintiff demands a Declaratory Judgment declaring Plaintiff's ownership and interests in the subject property as Plaintiff's Homestead Property exclusively and otherwise declaring all rights and Title on the subject property.

#### **AS AND FOR A SECOND CAUSE OF ACTION IN DAMAGES**

114. Plaintiff repeats and re-alleges all of the allegations contained in paragraphs 1 through 114 as if specifically re-stated.



115. Plaintiff demands money judgment against Defendants for the first cause of action in wantonly gross negligence interference in Plaintiff's Homestead property rights in an amount of \$2 Million joint and severally plus punitive damages and costs, fees and interest as allowed by law.

**WHEREFORE**, Plaintiff demands Judgment against the Defendants as follows:

1. On the first cause of action, Determining and quieting the Title to the subject property herein and declaring Plaintiff's ownership interests as exclusive Homestead protected property for Plaintiff and other equitable determinations;
2. On the second cause of action, in money damages for negligence and interference in rights to the subject property no less than \$2 million plus punitive damages and together with such costs, interests and fees as may be allowed by law and such other and further relief as may be just and proper.

**Dated:** March 28, 2017

**/s/Julia M. Gonzalez**  
Julia M. Gonzalez,  
Plaintiff Pro Se  
PO 8212911  
Pembroke Pines, FL 33082  
954-245-4653  
[julia.gonzalez85@yahoo.com](mailto:julia.gonzalez85@yahoo.com)