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IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT, IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

IN RE: THE MARRIAGE OF:

2013-002203-FC-04

Family Circuit: (Section, FC 10)

DARLENE ARDAVANY
Petitioner/Wife
and

JAMES ARDAVANY
Respondent/Husband

Florida Bar No.: 264482

2013 JAN 28 PM 2:17
CLERK OF COURT
JAN 28 2013

**WIFE'S PETITION FOR DISSOLUTION
OF MARRIAGE AND OTHER RELIEF**

COMES NOW the Petitioner/Wife, Darlene Ardavany, and for her
Petition for Dissolution of Marriage and Other Relief, states as follows:

1. **Action:** This is an action for dissolution of marriage between the Wife, Darlene Ardavany, and the Husband, James Ardavany.
2. **Jurisdiction/Residency:** The Wife is a bona fide resident of the State of Florida, County of Miami-Dade, and has been for in excess of the six month period immediately preceding the filing of this Petition. The Husband is an American citizen who resides in the Turks and Caicos Islands, a British Overseas Territory under the jurisdiction of the United Kingdom.
3. **Marriage:** The parties were married to each other on July 6, 2007 in St. Thomas, U.S. Virgin Islands. The parties presently reside separate and apart.
4. **Marriage Irretrievably Broken:** The marriage between the parties is irretrievably broken.
5. **Non-Military Service:** Neither party is in the active or reserve service of any military branch of the United States of America nor any of her allies.

6. **Minor Children:** There were no children born of the marriage and the Wife is not pregnant.

7. **Social Security Number:** The Wife's Social Security Number will be disclosed to the Husband but is not being made part of the court file in order to preserve the Wife's privacy rights.

8. **Alimony:** The Wife, who is presently unemployed, has a need for alimony and the Husband has the ability to pay alimony pursuant to Section 61.08 Florida Statutes.

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

10. **"Bridge-the-Gap" Alimony:** In the alternative and/or in addition to any other alimony requested herein, the Wife is in need of alimony to "bridge the gap" between married and single life. The Wife is without funds with which to fully support herself without this assistance, and hereby requests such transitional alimony, considering the standard of living established during the marriage as well as other factors set forth in applicable Florida Statutes.

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

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

13. **Lump Sum Alimony:** In the alternative and/or in addition to any other alimony requested herein, the Wife requests the award of lump sum alimony. The Husband has the ability to make a lump sum alimony payment to the Wife in the alternative of a periodic monthly alimony payment.

14. **Health Insurance:** The Husband presently provides or has the financial ability to provide health insurance coverage for the Wife and has the ability to pay for such insurance during and after these proceedings.

15. **Life Insurance:** The Husband has or is able to provide an insurance policy covering his life, with the Wife named as the beneficiary of said policy. The Wife needs to have such insurance in full force and effect during and after the

dissolution of marriage, so that there would be funds to pay Husband's support or other obligations to the Wife hereunder in case of Husband's untimely death.

16. **Equitable Distribution:** The parties acquired during the course of their marriage certain real, personal and intangible property, titled in the names of the parties jointly and/or individually, and/or in the names of third parties. The Wife is entitled to an equitable distribution of all of the parties' assets.

17. **Exclusion From Equitable Distribution:** Prior to the marriage the Wife acquired certain personal property that should be excluded from equitable distribution and awarded solely to her.

18. **Dissipation of Marital Assets:** During the course of the parties' marriage, the Husband may have intentionally secreted, transferred or assigned Wife's personal property, as well as marital assets and marital interests in order to deprive the Wife of her right to same. The Wife requests that the Court take into consideration the Husband's secreting, transferring or assigning of Wife's personal property and marital assets in fashioning an equitable distribution schedule.

19. **Marital Debts:** Any and all debts acquired by the parties during their marriage should be equitably distributed between the parties.

20. **Attorney Fees:** The Wife has retained the undersigned to represent her in this action. The Wife has agreed to pay her attorney a reasonable attorney's fee for his services. The Wife is financially unable to pay said attorney or the costs of this action, but the Husband is well able to do so.

21. **Former Name:** The Wife seeks the restoration of her former name, to wit: DARLENE HONORE DIESTINE.

WHEREFORE, the Petitioner/Wife respectfully prays that this Honorable Court enter an Order granting her the following relief:

- A. Taking jurisdiction of the parties and the subject matter.
- B. Granting the Wife a dissolution of the marriage from the Husband.
- C. Awarding the Wife temporary, rehabilitative, "bridge-the-gap", durational and lump sum alimony.
- D. Ordering that the Husband purchase or maintain health insurance for the benefit of the Wife.
- E. Ordering that the Husband purchase or maintain life insurance designating the Wife as beneficiary.
- F. Determining the extent and nature of the parties' marital property.
- G. Making an equitable distribution of all marital property including all real, personal and intangible property, and requiring an equitable distribution of all debts and liabilities, taking into consideration any dissipation of assets by the Husband.
- H. Determining the extent and nature of the Wife's pre-marital and non-marital property and excluding such property from equitable distribution, awarding said property exclusively to the Wife.
- I. Ordering the Husband to pay the Wife's attorney's fees and costs in this matter.
- J. Restoring the Wife's former name, to wit: DARLENE HONORE DIRSTINE.
- K. Granting such other and further relief as the Court may deem appropriate.

I declare under penalty that I have read the foregoing Petition for Dissolution of Marriage and Other Relief and that all the allegations set forth are true and correct to the best of my knowledge.

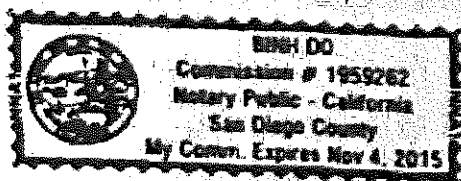
Dated: January 24, 2013

Darlene H. Ardavany
Darlene H. Ardavany

STATE OF CALIFORNIA)
COUNTY OF San Diego)ss

Subscribed and sworn to (or affirmed) before me on this 24 day of January, 2013 by Darlene H. Ardavany proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal)



Signature

[Signature]

Respectfully Submitted,

Dachs Law Firm, P.A.
dachs law@comcast.net
2525 Ponce De Leon Blvd.
Suite 300
Coral Gables, FL 33143
Tel: (305) 200-8787
Fax: (305) 200-8701

By

[Signature]

L. Mark Dachs
Florida Bar No. 264482

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT, IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

IN RE: THE MARRIAGE OF : FAMILY DIVISION
DARLENE ARDAVANY, : CASE NO. 2013-002263 FC 18
Petitioner/Wife : FLA. BAR NO. 316857
and :
JAMES ARDAVANY, :
Respondent/Husband, :
and
BAREFOOT CAFÉ LTD, D/B/A JIMMY'S DIVE BAR
D&D WRECKING, D/B/A OCEAN
Co-Respondents

**WIFE'S VERIFIED AMENDED PETITION
FOR DISSOLUTION OF MARRIAGE AND RELATED RELIEF**

The Petitioner/Wife, DARLENE ARDAVANY ("Wife"), states:

COUNT 1

1.0 **Action.** This is an action for dissolution of marriage between the Husband and the Wife brought pursuant to Chapters 26 and 61, Florida Statutes and Article 5, Section 5 of the Florida Constitution.

2.0 **Residency.** The Wife has been a *bona fide* resident of the State of Florida, for more than six (6) months prior to the filing of this Amended Petition for Dissolution of Marriage.

3.0 **Jurisdiction:**

3.1 **Long Arm Jurisdiction over Husband:** The Court has long-arm personal jurisdiction over the Husband as the parties maintained a matrimonial domicile in the

State of Florida at the time of the commencement of this action in accordance with §48.193(1)(e), Fla.Stat.

3.2 **Long Arm Jurisdiction over Business Entities:** The Court has long-arm personal jurisdiction over the parties' two business entities, Barefoot Café, Ltd, d/b/a Jimmy's Dive Bar and D&D Wrecking, Ltd. d/b/a Ocean, as the parties operated, conducted, engaged in, and carried on a business in Florida in accordance with §48.193(1)(a), and engaged in substantial and not isolated activity within Florida, in accordance with §48.193(2).

3.3 **Uniform Interstate Family Support Act:** Alternatively, if the Court determines after an evidentiary hearing that it cannot exercise long-arm jurisdiction over the Husband, the Court has jurisdiction over the Husband to establish an award of spousal support pursuant to Chapter 88, Uniform Interstate Family Support Act, and Chapter 61, Dissolution of Marriage, et al., Florida Statutes. The Court has personal jurisdiction over the Former Husband pursuant to §88.2011, Fla.Stat., which states that in a proceeding to establish a support order, this Court may exercise personal jurisdiction over a nonresident individual if the individual is personally served with citation, summons, or notice within this state.

4.0 **Marriage.** The parties were married on July 6, 2007 in St. Thomas, U.S. Virgin Islands.

5.0 **Marriage Irretrievably Broken.** The marriage between the parties is irretrievably broken and there is no present hope for a meaningful reconciliation.

6.0 **Non Military Status.** Both parties are over the age of 18. Neither party is in the military service of the United States as defined by the Amended Sailors' and Soldiers' Civil Relief Act of 1940.

7.0 **Information Required Under §88.3111, Fla.Stat.** The Wife has provided the parties' names, residential addresses, and social security numbers as required under §88.3111, Fla.Stat. in a separate filing accompanied by a *Notice of Confidential Information Within Court Filing* in accordance with Rule 2.420(d)(2), Fla.R.Jud.Adm.

8.0 **Equitable Distribution of Marital Assets and Liabilities.** The parties have acquired marital assets and debts during the course of their marriage which should be equitably distributed by the Court after consideration of all relevant factors pursuant to Florida Statute §61.075.

8.1 **Equitable Distribution: Business Entities:** The parties own and operate two bar/restaurants located in Turks and Caicos: Barefoot Café, Ltd, doing business as Jimmy's Dive Bar, and D&D Wrecking, Ltd. doing business as Ocean. The parties began their relationship in 1999, became engaged in August of 2006, and married in July of 2007. In anticipation of their marital union, the parties agreed they would purchase a restaurant and bar in Turks and Caicos, which they renamed Jimmy's Dive Bar. Over the course of the marriage, the Wife devoted herself to the marketing, promotion, and social media presence of the restaurant and bar, primarily from their Florida residence while she was also enrolled in school. The Husband has acknowledged that the Dive Bar generates at least one million dollars in annual sales, that for a portion of the last five months the Husband ran it as a cash-only business, and that he was interested in a fire sale of the business for a price of approximately \$800,000.00 that is likely part of his pre-divorce planning to divest himself of the parties' marital estate in order to deprive the Wife of her fair share of equitable distribution. During the course of the marriage, the parties also formed D&D Wrecking, Ltd. in order to open an upscale lounge, Ocean. The

value of these companies should be equitably distributed by this Honorable Court upon dissolution of marriage. This Court should enter an injunction to prevent the Husband or the corporations from transferring, dissipating, encumbering, wasting or spending any of the assets, money, investments, bank accounts or shares of stock of these corporations without prior approval of this Court. The Husband and the companies should be required to account to the Wife for all funds received and expended by the companies and this Court should appoint a receiver for this company.

8.2 **Equitable Distribution - Husband's Marital Misconduct:** F.S. §61.075 allows this Honorable Court to consider "[a]ny other factors necessary to do equity and justice between the parties" in fashioning an equitable distribution of the marital estate. Florida decisional law allows consideration of marital misconduct in fashioning an unequal distribution of marital assets if the conduct in question depleted marital assets. The Husband has engaged in marital misconduct which may have included the intentional dissipation, waste and depletion of marital assets within two years prior to the filing of this *Amended Petition for Dissolution of Marriage*. Further still, the Husband may have engaged in "divorce planning" to unilaterally appropriate marital assets to his own benefit or divest himself of assets, intending to thereby deprive the Wife of her entitlement to an equitable distribution of the marital estate. Finally, the Husband has had a series of dalliances throughout the course of the marriage with various paramours who may have benefited from his financial largesse. All of this conduct in which the Husband has engaged has depleted marital resources and provide a basis for this Honorable Court to fashion an unequal division of the marital estate in order to ensure that the Wife receives her fair share of the assets improperly appropriated or depleted by the Husband.

8.3 **Equitable Distribution: Unequal Distribution:** In accordance with §61.075, Fla. Stat., the Wife seeks an unequal distribution of marital assets awarding her a disproportionate share thereof in the event that certain assets are deemed to be outside of the purview and jurisdiction of the Court or the Husband's non-marital property. In that event, the Court should find that the Wife is entitled to an unequal distribution of the balance of the marital estate in order to do equity between the parties.

8.4 **Equitable Distribution: Marital Debt:** During the course of the marriage, the parties incurred marital debt. The Husband is in a far superior position to satisfy these joint marital obligations and should be required to do so as part of the equitable distribution of the marital estate.

9.0 **Insurance:** The Husband should be required to obtain and maintain unencumbered life insurance upon final judgment of dissolution of marriage in an amount sufficient to secure his obligations hereunder in the event of his death. Such policies should name the Wife as irrevocable beneficiary and the Husband should be required to pay the premium on each policy as spousal support and provide annual proof that the policy is in effect.

10.0 **Alimony:** The Wife is in need of and the Husband has the ability to pay any and all types of alimony provided for pursuant to §61.08, Fla.Stat., including but not limited to temporary, permanent periodic, durational, rehabilitative, bridge-the-gap, nominal, and lump sum alimony.

10.1 **Standard of Living:** The Husband is a successful business man. The parties have amassed substantial cash and assets, the precise nature and extent of which are unknown to the Wife insofar as she has, to a significant extent, been "kept in the dark"

financially by the Husband. The parties owned and divided their time between two residences, one in Miami, Florida and the other in Turks and Caicos. The parties enjoyed a very comfortable standard of living, which includes owning and traveling between their two residences, owning boats, indulging the Husband's hobby of restoring cars, and permitting the Wife to leave the workforce to return to school while the Husband provided the sole support of the family. The Husband provided the majority of the financial support during the marriage while the parties agreed the Wife would return to school and assist the Husband with their bar and restaurant. Throughout the course of the parties' marital relationship, the Wife has been a true helpmate to the Husband, contributing to his professional growth, his physical well-being and to their business. The Wife has made certain reasonable reliance on the fact of the marriage and as a result she is in need of spousal support in order to support herself and make the necessary financial transition from the parties' marital relationship. As the Wife's ability to be fully self-supporting in a manner commensurate with the standard of living established during the marriage is limited, she is entitled to an award of alimony. The Husband has reaped the benefit of the Wife's contribution to the parties' marital partnership and their business. He is well able to support the Wife as a result. He should be required to do so during the pendency of these proceedings and upon final hearing. Any alimony award should be paid via Income Deduction Order and through the State of Florida Depository Unit.

10.2 **Marital Misconduct:** Further, F.S. § 61.08 (1) allows this Honorable Court to "consider the adultery of [the Husband] and the circumstances of his conduct in determining the amount of any alimony award." The major factor to be considered is the financial impact of the adultery. The Husband has had a series of dalliances throughout the

course of the marriage with various paramours who may have benefited from his financial largesse, all of which has depleted marital resources, had adverse economic consequences for the parties and contributed to the deterioration of the parties' relationship. If so, the Court should order lump-sum alimony to the Wife, including all assets within the jurisdictional reach of the Court.

11.0 **Attorney Fees, Suit Monies and Costs:** The Wife has retained the law firm of SMGQ Law, LLP. She has agreed to pay said firm reasonable attorney fees for legal services rendered in connection with this matter. In consideration of the equities of this cause, the far greater resources of the Husband, and the needs of the Wife, the Husband should be obligated to pay the Wife's counsel a reasonable fee for professional services rendered on her behalf. The Wife does not have sufficient funds to pay for the services of her attorney. The Husband is well able to do so. The Husband should also be obligated to pay all court costs and suit money as may be incurred by the Wife, both *pendente lite* and upon final hearing. The Husband should be responsible for any attorney fees or costs incurred by the Wife as a result of litigious conduct on his part. Furthermore, if the Court determines that the Husband and/or his counsel engage in unnecessary, bad faith, or frivolous litigation, the Court should award the Wife her attorney fees and costs incurred in responding to such litigation. Given the relative complexity of the parties' finances, and the necessity of identifying, categorizing and valuing the marital estate for purposes of equitable distribution and calculating the parties' income, including the Husband's business income for purposes of spousal support, the Wife is of need of, and entitled to, the services of a forensic accountant to assist her and her counsel in this action. The Husband has a superior ability to pay all of the Wife's reasonable and necessary attorney fees and professional

costs incurred during these proceedings and he should be ordered to do so, failing which the parties will not be on equal footing as is required by applicable case law.

12.0 **Restoration of Maiden Name:** The Wife wishes to restore her former name to Darlene Honore Dirstine.

COUNT II

13.0 The Wife joins BAREFOOT CAFÉ, LTD, d/b/a JIMMY'S DIVE BAR to make that corporation a party to this action, and alleges:

14.0 Paragraphs 1 through 5 and 8 above, are realleged and incorporated.

15.0 BAREFOOT CAFÉ, LTD, is a corporation organized and existing under the laws of Tursk and Caicos. The parties operated, conducted, engaged in, and carried on a business in Florida in accordance with §48.193(1)(a), Fla.Stat. and engaged in substantial and not isolated activity within Florida, in accordance with §48.193(2) and it is therefore subject to the jurisdiction of this Court.

16.0 The parties opened this business together during the course of their relationship and in anticipation of their marital union and the Wife has contributed funds, services, labor and advice to this business. The Wife claims and is entitled to an ownership interest in and to this business, its income, assets, fixtures, and accounts receivable.

17.0 Although the business is a marital business of the parties, the parties chose to operate the business under the corporate name shown above. The Wife is claiming and is entitled to an equitable distribution in and to the corporate business together with its assets, shares of stock, accounts receivables and fixtures.

18.0 In order to protect the Wife's interest in and to this corporate business, together

with its assets, shares, accounts receivable, and fixtures, by way of equitable distribution, alimony and support, the Wife joins this business entity in this proceeding to enable the Court to grant all necessary and appropriate relief in this cause.

19.0 It is requested that the Court transfer all assets of the corporation, including all fixtures, accounts receivable, shares of stock, or other interest as may be deemed just and proper to the Wife as a result of the Wife's claims in the dissolution of marriage pending between the parties.

20.0 The Husband controls and directs this corporation as if it were his own company and it is his alter ego. The Wife fears that the Husband will waste, transfer, dissipate, encumber or otherwise spend or dispose of his shares of stock in this corporation as well as the assets of the corporation unless restrained by the Court. The company is a major and primary marital asset. The Wife request that this Court enter an injunction to prevent the Husband or the corporation from transferring, dissipating, encumbering, wasting or spending any of the assets, money, investments, bank accounts or shares of stock of this corporation without prior approval of this Court.

21.0 It is also requested that the Husband and the company be required to account to the Wife for all funds received and expended by the company from the date of its inception to the present, and that this Court appoint a receiver for this company, if deemed necessary, and that all other necessary relief to do equity between the parties be granted.

22.0 The Wife specifically claims an ownership interest in this corporation and business, and any others that may exist, together with a claim against the Husband's stock ownership. There has been a complete blending of the personal and corporate property of the

Husband and Wife and the corporation and, therefore, joinder of the corporation is clearly appropriate. The Wife has rendered beneficial services to this corporation for which she must be compensated.

COUNT III

23.0 The Wife joins D&D WRECKING, LTD. d/b/a OCEAN, to make that corporation a party to this action, and alleges:

24.0 Paragraphs 1 through 5 and 8 above, are realleged and incorporated.

25.0 D&D WRECKING, LTD, is a corporation organized and existing under the laws of Tursk and Caicos. The parties operated, conducted, engaged in, and carried on a business in Florida in accordance with §48.193(1)(a), Fla.Stat. and engaged in substantial and not isolated activity within Florida, in accordance with §48.193(2) and it is therefore subject to the jurisdiction of this Court.

26.0 The parties opened this business together during the course of the marriage and the Wife has contributed funds, services, labor and advice to this business. The Wife claims and is entitled to an ownership interest in and to this business, its income, assets, fixtures, and accounts receivable.

27.0 Although the business is a marital business of the parties, the parties chose to operate the business under the corporate name shown above. The Wife is claiming and is entitled to an equitable distribution in and to the corporate business together with its assets, shares of stock, accounts receivables and fixtures.

28.0 In order to protect the Wife's interest in and to this corporate business, together with its assets, shares, accounts receivable, and fixtures, by way of equitable distribution,

alimony and support, the Wife joins this business entity in this proceeding to enable the Court to grant all necessary and appropriate relief in this cause.

29.0 It is requested that the Court transfer all assets of the corporation, including all fixtures, accounts receivable, shares of stock, or other interest as may be deemed just and proper to the Wife as a result of the Wife's claims in the dissolution of marriage pending between the parties.

30.0 The Husband controls and directs this corporation as if it were his own company and it is his alter ego. The Wife fears that the Husband will waste, transfer, dissipate, encumber or otherwise spend or dispose of his shares of stock in this corporation as well as the assets of the corporation unless restrained by the Court. The company is a major and primary marital asset. The Wife request that this Court enter an injunction to prevent the Husband or the corporation from transferring, dissipating, encumbering, wasting or spending any of the assets, money, investments, bank accounts or shares of stock of this corporation without prior approval of this Court.

31.0 It is also requested that the Husband and the company be required to account to the Wife for all funds received and expended by the company from the date of its inception to the present, and that this Court appoint a receiver for this company, if deemed necessary, and that all other necessary relief to do equity between the parties be granted.

32.0 The Wife specifically claims an ownership interest in this corporation and business, and any others that may exist, together with a claim against the Husband's stock ownership. There has been a complete blending of the personal and corporate property of the Husband and Wife and the corporation and, therefore, joinder of the corporation is clearly

appropriate. The Wife has rendered beneficial services to this corporation for which she must be compensated.

WHEREFORE, based upon the foregoing, the Wife respectfully prays as follows:

- A. A Final Judgment be entered by this Court dissolving the marriage of the parties, in *vinculo matrimonii*.
- B. The Court identify the parties' marital and non-marital assets; determine their fair market values; determine each parties' respective right, title and interest in those assets based upon the doctrine of equitable distribution; and, distribute said assets between the parties in accordance with applicable law and given due weight to the Wife's request for an unequal distribution of the marital estate.
- C. The Court order the Husband to assume responsibility for and hold the Wife harmless and indemnify her on such joint marital obligations as the Court may deem proper and appropriate.
- D. The Court grant the Wife alimony, including but not limited to temporary, permanent periodic, durational, rehabilitative, bridge-the-gap, nominal, and lump sum alimony.
- E. This Court enter an injunction to enjoin the Husband from transferring, dissipating, encumbering, wasting or spending their business assets without prior approval of this Court and account to the Wife for all funds received and expended by the companies.
- F. The Court require the corporations to account to the Wife for all funds received and expended by the corporations from the date of inception to the present.
- G. The Court appoint a receiver to administer the corporate respondents.

H. The Court award the Wife reasonable professionals fees and costs of suit, both *pendente lite* and upon final hearing.

I. The Court restore the Wife's former name.

J. The Court award the Wife such other and further relief as it may deem just, proper and appropriate.

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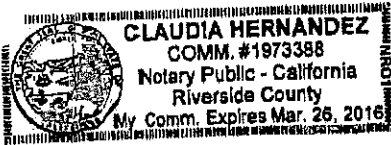
Ardavany and Ardavany
Case No. 13-002263 FC 18
Wife's Amended Verified Petition for
Dissolution of Marriage and Other Relief

Darlene H. Ardavany
DARLENE ARDAVANY

STATE OF California)
COUNTY OF Riverside) ss.:

BEFORE ME, the undersigned authority, authorized in the State of California and County of Riverside to take acknowledgments, personally appeared **DARLENE ARDAVANY**, who affirms and says that she has read the foregoing *Amended Verified Petition for Dissolution of Marriage and Other Relief* consisting of 1 pages, she knows the contents thereof and that the same are true and correct. She specifically affirms that the Husband is not in the armed forces of the United States or any of its allies.

AFFIRMED and SUBSCRIBED before me this 21 day of March, 2013.



Claudia Hernandez
NOTARY PUBLIC

[Print, type, or stamp commissioned name of notary]

[/ one only]

☐ Personally known

☒ Produced identification Type of identification

produced NY ID # 727072439

Dated 7-23-07 I.D. issue date

Expires: 7-12-16

March 21, 2013

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing will be served on the Respondent/Husband, James Ardavany via process server in the State of Florida and furnished via e-mail to: L. Mark Dachs, Esquire, Dachs Law Firm, P.A., 2525 Ponce De Leon Blvd., Suite 300, Coral Gables, Florida 33143.

Dated: 3/22/13

Respectfully submitted,

SMGQ LAW
Managing Partner - Family Law Practice Group
Co-Counsel for the Petitioner/Wife
201 Alhambra Circle, Suite 1205
Coral Gables, FL 33134
Telephone: (305) 377-1000
Service E-mail Addresses:
RPreira@smgqlaw.com;
KWillig@smgqlaw.com
Reception@smgqlaw.com

By: 

Richard J. Preira

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IN RE: THE MARRIAGE OF	:	IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT, IN AND FOR MIAMI-DADE COUNTY, FLORIDA
DARLENE ARDAVANY, Petitioner/Wife	:	FAMILY DIVISION
and	:	CASE NO. 2013-002263 FC 16
JAMES ARDAVANY, Respondent/Husband,	:	
And	:	
BAREFOOT CAFÉ LTD, D/B/A	:	
JIMMY'S DIVE BAR, D&D	:	
WRECKING, D/B/A OCEAN	:	
Co-Respondents	:	

FINAL JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE came before this Court for a Final Hearing on the *Wife's Verified Amended Petition for Dissolution of Marriage and Related Relief*, on February 24, 2015. The Wife was present. She was represented by Richard J. Preira, Esquire and Cristina Fernandez-Parjus, Esquire of SMGQ Law. The Husband did not appear despite due notice and without good cause. He was represented by Cynthia J. Dienstag, Esquire of McLaughlin & Stern, LLP. The Court has reviewed the court file, received and reviewed the evidence, heard the testimony of the Wife and her witnesses, the argument of counsel and is otherwise advised in the premises. Based thereupon, it is:

FOUND, ORDERED AND ADJUDGED:

1.0 **Jurisdiction:** The Court has jurisdiction of the parties and subject matter of this action. Venue is proper in Miami-Dade County, Florida.

2.0 **Residency:** The Wife has been a resident of the State of Florida for more than six months prior to the initial filing.

3.0 Marriage: The parties were married to each other on July 6, 2007 in St. Thomas, USVI.

4.0 No Children: There are no children born of this marriage, none are contemplated, and the Wife is not pregnant.

5.0 Marriage Irretrievably Broken: The marriage between the parties is irretrievably broken. Therefore the bonds of marriage between DARLENE ARDAVANY and JAMES ARDAVANY, should be and hereby are DISSOLVED *a vinculo matrimonii*, and each of the parties is restored to the status of being single and unmarried.

6.0 Wife's Maiden Name: The Wife's maiden name is hereby restored to her and she shall hereafter be known as DARLENE HONORE DIRSTINE.

7.0 Husband's Conduct: The Wife filed her *Urgent Motion to Compel Compliance with Discovery, to Strike Husband's Pleadings and Pretrial Catalogue, to Preclude Husband from Testifying at Trial, Motion for Indirect Civil Contempt and/or Sanctions, and for Professional Fees and Costs* on February 17, 2015. The Wife's motion is GRANTED.

7.1 The Court finds that the Husband has tried to make a mockery of the judicial system. He has ignored everything that has been required of him as a party litigant in this matter.

7.2 The Court finds that the Husband's discovery violations are so severe that they interfered with Mr. Garcia's ability to perform his duties as a forensic accountant. Mr. Garcia is a well-respected forensic accountant in the field of family law in the Eleventh Judicial Circuit in and for Miami-Dade County, and he has been impeded, although not prevented, from

performing his responsibilities, by the Husband's refusal to provide Court ordered discovery in this case.

7.3 Mr. Ardavany should not gain an advantage by his failure to participate in these proceedings, failure to appear at the final hearing and failure to comply with the Court's Orders regarding discovery.

7.4 The Husband failed to appear at his first scheduled deposition despite due notice, he failed to produce complete discovery despite Court Orders requiring him to do so, he failed to appear at two (2) trial settings, one in April 2014 and again at this Final Hearing in February 2015 despite due notice and without good cause.

7.5 The Husband also continues to disparage the Wife on social media in violation of the Court's *Order on Wife's Motion to Covert Status Conference and Wife's Motion for Return of her Personal Property and for Sanctions Based on the Husband's Failure to Appear for Deposition and Cooperate in Discovery* dated June 16, 2014.

7.6 The Husband's behavior must be sanctioned. Based on its review of the Court file, argument of counsel, and the testimony of the Wife and Paul Garcia, CPA, the Wife's expert forensic accountant, the Court finds the Husband in indirect civil contempt for his willful and intentional failure to comply with the Court's Orders.

7.7 The Court finds that the Wife is entitled to reasonable professional fees and costs in connection with her various motions to compel and for contempt as well as these proceedings in general and the Final Hearing. The Court will reserve jurisdiction to determine the amount of professional fees to which the Wife is entitled.

8.0 Equitable Distribution:

8.1 Expert Testimony: The Court accepts the Wife's forensic accounting expert, Mr. Paul Garcia's principals of accounting which comply with *Daubert*. The Court finds that Mr. Garcia is qualified as an expert by his knowledge, skill, experience, training and education and accepts his opinions as to the valuation of the parties' assets and liabilities as set forth in the attached Exhibit "A", insofar as his opinions are: (1) based on sufficient facts and data, (2) the product of reliable principles and methods and (3) apply the principles and methods reliably to the facts of this case. No counter testimony or opposing expert was presented by the Husband, and Mr. Garcia was not at all impeached. The proposed equitable distribution of the parties' assets and liabilities as delineated in Exhibit "A" is hereby adopted by the Court.

8.2 Equalizer Payment: As to pleadings and evidence, the Court finds the pleadings conform to the evidence, and an equalizer payment from the Husband to the Wife is in the amount of \$469,859.00 is necessary to accomplish an equitable distribution of the marital estate.

8.2.1 To accomplish this equalizer payment, the Husband's shares of stock with Harley Davidson Inc. (28.76 shares owned as of 3/1/13 and share price of \$63.79 as of 2/9/15), Intel (246.93 shares owned as of 3/1/13 and share price of \$32.93 as of 2/9/15), UPS (36.84 shares owned as of 3/1/13 and share price of \$100.46 as of 2/9/15) and UPS (1.24 shares owned as of 5/29/13 and share price of \$100.46 as of 2/9/15), as reflected in the proposed equitable distribution attached as Exhibit "A" and adopted in Paragraph 8.1 above, shall be transferred within ten (10) days from the Husband to the Wife. If the Husband fails to transfer the shares of stock to the Wife within ten (10) days, the Wife will submit an affidavit to the

Court and the Court will enter appropriate orders to accomplish the transfer or to appoint the Wife as attorney in fact in order to accomplish the transfer of stocks from the Husband to the Wife.

8.2.2 The balance of the equalizer payment in the appropriate amount of \$456,067.00 (less the amount (value) of shares transferred pursuant to 8.2.1 above) shall be paid to the Wife by the Husband with interest at a rate of two percent (2%) per annum over the course of ten (10) years. To accomplish this, the Husband should make monthly payments in the amount of \$4,196.43 per month on the fifteenth (15th) day of each month beginning March 15, 2015 and continuing on the fifteenth (15th) day of each month thereafter until the balance is paid. Payment shall be made by wire transfer directly to the Wife's Bank of America checking account. The account information will be provided by the Wife's counsel to the Husband's counsel.

8.2.3 The wire transfer must be initiated with sufficient time each month for the funds to be available to the Wife by no later than the 15th day of each month. This payment includes interest at the rate of two percent (2%) per annum, which interest may be modified for good cause shown. If the Husband fails to make any payment on time, the Wife will submit an affidavit to the Court and the Court may enter appropriate orders to appoint the Wife as attorney-in-fact in order to accomplish the sale of the marital business, Barefoot Café, Ltd. D/B/A Jimmy's Dive Bar.

8.2.4 If the Barefoot Café, Ltd. is sold pursuant to this provision, the net sales proceeds shall first be applied to the balance due on the equalizer payment pursuant to this *Final Judgment for Dissolution of Marriage*. Thereafter, any excess proceeds will belong to the

Husband. If the net sale proceeds of the marital business are less than the balance due on the equalizer payment pursuant to this *Final Judgment for Dissolution of Marriage*, the Wife may collect the balance through any other means for the collection of a Judgment as provided by Florida law or the law of any other jurisdiction.

8.3 **Transfer of Husband's Stocks to Wife:** The Court accepts the value of the stocks as listed in Exhibit "A". The Husband's shares of stock with Harley Davidson Inc. (28.76 shares owned as of 3/1/13 and share price of \$63.79 as of 2/9/15), Intel (246.93 shares owned as of 3/1/13 and share price of \$32.93 as of 2/9/15), UPS (36.84 shares owned as of 3/1/13 and share price of \$100.46 as of 2/9/15) and UPS (1.24 shares owned as of 5/29/13 and share price of \$100.46 as of 2/9/15), as reflected in the proposed equitable distribution attached as Exhibit "A" and adopted in Paragraph 8.1 above, shall be transferred from the Husband to the Wife within ten (10) days from the date of the Final hearing. If the Husband fails to transfer the shares of stock to the Wife within ten (10) days, the Wife will submit an affidavit to the Court and the Court will enter appropriate orders to appoint the Wife as attorney in fact in order to accomplish the transfer of stocks from the Husband to the Wife.

8.4 **Wife's Miami Condominium:** The Wife jointly owns a condominium located at 6841 SW 44 Street, #312, Miami, FL, in which she has a 50% interest. The Wife's interest in this condominium shall remain the Wife's sole property, and the Husband shall have no interest therein.

8.5 **Brooklyn Condominium:** The Court has reviewed the discovery and has heard the uncontroverted testimony of the Wife and Mr. Paul Garcia that during the marriage the

parties obtained a home equity line of credit (HELOC), from a condominium in Brooklyn, New York, titled in the Husband's name.

8.5.1 The Court finds that the equity that secured the line of credit was created as a result of the Wife's substantial financial contributions and renovations to the condominium which resulted in a substantial active appreciation in the value of the condominium. This appreciation ultimately became a marital asset.

8.5.2 The HELOC was used to purchase the marital business, Barefoot Café, Ltd D/B/A Jimmy's Dive Bar, in 2006, one year before the parties' marriage, in contemplation of marriage.

8.5.3 The record contains clear and convincing evidence establishing that the Wife is entitled to a constructive trust or resulting trust in the Wife's favor on the Brooklyn property. *Saporta v. Saporta*, 766 So.2d 379 (Fla. 3rd DCA 2000). Therefore, the Court finds the marital business, Barefoot Café, Ltd D/B/A Jimmy's Dive Bar is a marital asset.

8.6 Marital Business - Barefoot Café, Ltd D/B/A Jimmy's Dive Bar: The Court finds the business is a marital asset. The Court accepts the expert testimony that the value of the marital business is \$631,900.00 as set forth in Exhibit "A". The Husband shall continue to operate the marital business, and shall indemnify and hold the Wife harmless with respect to any liabilities of the marital business from the date of separation. The Wife will have no further rights or responsibilities regarding this entity and will cooperate in the timely execution of any documents to remove her name from the business entity, if necessary.

8.7 Loans from Wife's Parents: The Court finds the promissory notes signed by the Wife for funds loaned to her by her parents are not gifts as argued by the

Husband's counsel, and that the promissory notes are marital, and should be distributed as set forth in Exhibit "A".

8.8 Marital Residence: The Husband shall retain the marital residence and shall be responsible for the mortgage on the marital residence. The Husband shall indemnify and hold the Wife harmless with respect to any liability associated with the marital residence, including but not limited to the mortgage.

8.9 Wife's UBS Roth IRA and Investment Account: Based upon the testimony of the Wife, the Court finds that the Wife's UBS Roth IRA and Portfolio Core accounts are non-marital insofar as the accounts were funded entirely by contributions in the form of gifts given to the Wife by her parents. These accounts shall remain the sole and exclusive property of the Wife. The Husband shall have no interest therein.

8.10 Husband's Property: The Husband shall keep the vehicles and boats in the Turks and Caicos, the furniture in the marital home and business, and all sporting and entertainment assets which are in his possession in the Turks and Caicos, except for the items which belong to the Wife, pursuant to the *Order on Wife's Motion to Covert Status Conference and Wife's Motion for Return of her Personal Property and for Sanctions Based on the Husband's Failure to Appear for Deposition and Cooperate in Discovery* dated June 16, 2014.

8.11 Except as specifically set forth herein, each party shall be the sole and exclusive owner and possessor of all assets, items, things and property, both real and personal, tangible and intangible, in their name. Each party shall be responsible for all debts held in that party's name and shall hold the other party harmless with regard to same. The parties have no joint debts, except as specifically set forth herein. If a joint debt should subsequently be

discovered, it shall be the responsibility of the party who incurred it regardless of when it was incurred.

9.0 **Spousal Support:** The Court finds that the Husband obstructed discovery, utterly failed to comply with his discovery obligations, and refused to comply with the Court's Orders compelling the production of discovery. The Husband engaged in whatever conduct he could to render the Wife unable to present a genuine case on the issue of spousal support. As a result, the Wife's forensic accountant, Mr. Paul Garcia, was unable to express an opinion as to entitlement and amount of spousal support. The Court reserves jurisdiction to determine entitlement and amount of spousal support to which Wife may be entitled at a later date, after the Husband complies with discovery requested by the Wife.

10.0 **Professional Fees and Costs:**

10.1 The Court finds that the Husband's actions and inactions resulted in wasteful litigation. The Husband has interfered with the litigation in every stage of these proceedings. Based upon the Court's review of the file, the Court finds that the Wife's discovery issues were continuously resolved by agreement, whereas the Husband's discovery issues were brought before the Court and resulted in reservation of fees. The Court finds the Wife is entitled to professional fees and costs as a result of his egregious behavior and litigious conduct. The Court reserves jurisdiction to determine the amount of fees awarded to the Wife at a later proceeding.

11.0 **Non Disparagement/Defamation:** Neither party shall in any way defame or disparage the other's character or the character of the other party's co-workers, associates, family members or subsequent spouses, if any. Neither party shall make any disparaging, derogatory, or

other inappropriate comments about the other, whether written or oral, on Facebook, other social media or through any other electronic means, whether directed to the other party or to the other party's family and friends.

12.0 Reservation of Fees and Costs: The Court reserves jurisdiction to enter any further orders that may be appropriate and just and to enforce the provisions of this Final Judgment. All law enforcement officers in the State of Florida are hereby authorized to enforce the terms of this *Final Judgment for Dissolution of Marriage*.

DONE AND ORDERED in Miami-Dade County, Florida on this 24th day of March, 2015.



CIRCUIT JUDGE GEORGE A. SARDUY

Copies furnished to:

Cynthia J. Dienstag, Esquire - Museum Tower, Suite 2710, 150 W. Flagler Street, Miami, FL 33130
Richard Preira, Esquire -- 201 Alhambra Circle, Suite 1205, Coral Gables, FL 33134

ARDAVANY V. APPEAL V. ARDAVANY
Proposed Marital Estate Distribution (Current - Dated of latest Available Date)

Title	Cash in Banks	Value	Date	Liability	Net Value
H	Scotiabank checking #41378	\$ 88	12/31/14		\$ 88
H	USAA checking #0597	\$ 6	12/31/14		\$ 6
H	USAA checking #8968	\$ 15	12/31/14		\$ 15
W	Bank of America checking #4139	\$ 404	12/31/14		\$ 404
W	ING/Capitol One savings #657	\$ 58	12/31/14		\$ 58
Total Cash in Banks		\$ 571		\$ -	\$ 571

Marital		Non-Marital	
Wife	Husband	Wife	Husband
\$ -	\$ 88	\$ -	\$ -
\$ -	\$ 6	\$ -	\$ -
\$ -	\$ 15	\$ -	\$ -
\$ 404	\$ -	\$ -	\$ -
\$ 58	\$ -	\$ -	\$ -
\$ 462	\$ 109	\$ -	\$ -

Title	Real Estate Properties	Value	Date	Liability	Net Value
	#10 Waterview St., Discovery Bay, Providenciales, Turks & Caicos (value per appraisal dated 5/26/14; liability per latest printout produced dated 3/11/13)	\$ 300,000		\$ 306,566	\$ (6,566)
JNT	5841 SW 44 St #312, Miami, FL (value per Zillow is \$215,717; Family liability per mortgage statement as of 2/2/15 of \$165,478) Wife has a 50% interest in asset	\$ 107,859	2/2/15	\$ 82,739	\$ 25,120
Total Real Estate Properties		\$ 407,859		\$ 389,305	\$ 18,554

Marital		Non-Marital	
Wife	Husband	Wife	Husband
\$ (3,283)	\$ (3,283)	\$ -	\$ -
\$ 25,120	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ 21,837	\$ (3,283)	\$ -	\$ -

Title	Business Interest	Value	Date	Liability	Net Value
H	Barfoot Café d/b/a Jimmy's Dive Bar (value based on business valuation s of 12/31/12)	\$ 631,900		\$ -	\$ 631,900
Total Business		\$ 631,900		\$ -	\$ 631,900

Marital		Non-Marital	
Wife	Husband	Wife	Husband
\$ -	\$ 631,900	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ -	\$ 631,900	\$ -	\$ -

Title	Investment Accounts	Value	Date	Liability	Net Value
H & mother	TD Ameritrade #8573 (non-marital; owner of account is Husband's mother - Sandra Bohner; value as of 6/30/13: \$5,876)	\$ -		\$ -	\$ -
H	Computershare #7555 - Harley Davidson, Inc. (value based on 28.76 shares owned as of 3/1/13 and share price of \$65.79 as of 2/9/15)	\$ 1,835	2/9/15	\$ -	\$ 1,835
H	Computershare #2945 - Inter (value based on 246.93 shares owned as of 3/1/13 and share price of \$32.98 as of 2/9/15)	\$ 8,131	2/9/15	\$ -	\$ 8,131
H	Computershare #1258 - UPS (value based on 36.84 shares owned as of 5/29/13 and share price of \$100.46 as of 2/9/15)	\$ 3,701	2/9/15	\$ -	\$ 3,701
H	Computershare #1266 - UPS (value based on 1.24 shares owned as of 5/29/13 and share price of \$100.46 as of 2/9/15)	\$ 125	2/9/15	\$ -	\$ 125
W	UBS Portfolio Core #8262 (non-marital; no marital funds contributed - passive appreciation only)	\$ 73,380	12/31/14	\$ -	\$ 73,380
Total Investment Accounts		\$ 87,172		\$ -	\$ 87,172

Marital		Non-Marital	
Wife	Husband	Wife	Husband
\$ -	\$ -	\$ -	\$ -
\$ -	\$ 1,835	\$ -	\$ -
\$ -	\$ 8,131	\$ -	\$ -
\$ -	\$ 3,701	\$ -	\$ -
\$ -	\$ 125	\$ -	\$ -
\$ -	\$ 73,380	\$ -	\$ -
\$ -	\$ 87,172	\$ -	\$ -

Exhibit
"A"

ARDAVANY V. VANY
Proposed Marital Estate Distribution (Current, Dated on Latest Available Date)

Title	Retirement Accounts	Value	Date	Liability	Net Value
W	USF Roth IRA #9269 (non-marital; no marital funds contributed)	\$ 40,800	12/31/14	\$ -	\$ 40,800
		\$ -		\$ -	\$ -
		\$ 40,800		\$ -	\$ 40,800
Total Retirement Accounts					

Marital		Non-Marital	
Wife	Husband	Wife	Husband
\$ -	\$ -	\$ 40,800	\$ -
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ 40,800	\$ -

Title	Insurance	Value	Date	Liability	Net Value
	None provided	\$ -		\$ -	\$ -
		\$ -		\$ -	\$ -
		\$ -		\$ -	\$ -
Total Life Insurance					

Marital		Non-Marital	
Wife	Husband	Wife	Husband
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -

Title	Other Assets	Value	Date	Liability	Net Value
H	1996 3Z Mariah boat (Inoperable and value per Husband's Amended Answers to Interrogatories dated 7/24/14)	\$ 5,000		\$ -	\$ 5,000
H	1971 Formula 233 (value per Husband's Amended Answers to Interrogatories dated 7/24/14)	\$ 10,000		\$ -	\$ 10,000
JNT	Furniture in Turks & Caicos home (value per Wife's Financial Affidavit)	\$ 80,000		\$ -	\$ 80,000
H	Sporting & Entertainment/other assets (values per Husband's Financial Affidavit)	\$ 10,000		\$ -	\$ 10,000
		\$ -		\$ -	\$ -
		\$ 105,000		\$ -	\$ 105,000
Total Other Assets					

Marital		Non-Marital	
Wife	Husband	Wife	Husband
\$ -	\$ 5,000	\$ -	\$ -
\$ -	\$ 10,000	\$ -	\$ -
\$ -	\$ 80,000	\$ -	\$ -
\$ -	\$ 10,000	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ -	\$ 105,000	\$ -	\$ -

Title	Transportation	Value	Date	Liability	Net Value
H	2001 Ford F-250 (value per KBS)	\$ 1,817		\$ -	\$ 1,817
H	1996 Isuzu (value per Husband's Financial Affidavit - unable to obtain value online - no model provided)	\$ 1,000		\$ -	\$ 1,000
H	1989 Jeep Wrangler (value per Nadequides)	\$ 2,725		\$ -	\$ 2,725
H	1988 Dodge (value per Husband's Financial Affidavit - unable to obtain value online - no model provided)	\$ 1,000		\$ -	\$ 1,000
		\$ -		\$ -	\$ -
		\$ 6,542		\$ -	\$ 6,542
Total Transportation					

Marital		Non-Marital	
Wife	Husband	Wife	Husband
\$ -	\$ 1,817	\$ -	\$ -
\$ -	\$ 1,000	\$ -	\$ -
\$ -	\$ 2,725	\$ -	\$ -
\$ -	\$ 1,000	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ -	\$ 6,542	\$ -	\$ -

ARBAVANY, AL VANY
Proposed Marital Estate Distribution (Current Dated on latest Available Date)

Title	Other Liabilities	Value	Date	Liability	Net Value	Marital	Non-Marital
W	Bank of America credit card #2287	\$ -	1/9/15	\$ -	\$ -	Wife	Husband
W	Bank of America credit card #4483	\$ -	11/10/14	\$ -	\$ -	Wife	Husband
W	Citibank credit card #7540	\$ -	1/8/15	\$ 7,779	\$ (7,779)	Wife	Husband
W	Discover #2809	\$ -	1/10/15	\$ 1,759	\$ (1,759)	Wife	Husband
W	Paypal Mastercard #9329	\$ -	11/14/14	\$ 6	\$ (6)	Wife	Husband
W	Promissory Note - The Huga and Martose Dirstein Family Living Trust dtd 3/4/02 (liability per amortization schedule provided) - dated 12/3/12 - personal loan	\$ -	2/1/15	\$ 87,060	\$ (87,060)	Wife	Husband
W	Promissory Note - The Huga and Martose Dirstein Family Living Trust dtd 3/4/02 (liability per amortization schedule provided) - dated 2/17/12 - student loan	\$ -	1/15/15	\$ 87,572	\$ (87,572)	Wife	Husband
W	Great Lakes Graduate Plus Loan #7577	\$ -	12/29/14	\$ 5,528	\$ (5,528)	Wife	Husband
W	Great Lakes Stafford Loan #0577	\$ -	12/29/14	\$ 3,421	\$ (3,421)	Wife	Husband
W	UBS loan #0614 (loan was taken out post filing to consolidate marital debt at a lower interest rate)	\$ -	1/30/15	\$ 44,236	\$ (44,236)	Wife	Husband
H	American Express Blue #53006 (no recent statement provided)	\$ -	7/9/13	\$ 7,255	\$ (7,255)	Wife	Husband
H	USAA Mastercard #0834	\$ -	12/10/14	\$ 17,602	\$ (17,602)	Wife	Husband
H	USAA American Express #6452	\$ -	12/18/14	\$ 4,547	\$ (4,547)	Wife	Husband
		\$ -		\$ 266,765	\$ (266,765)	Wife	Husband

Total Assets & Total Liabilities

Value
\$ 1,279,844

Liability	Net Equity
\$ 656,070	\$ 623,774

Marital	Non-Marital
Wife	Husband
\$ (215,062)	\$ 724,656
\$ 114,180	\$ -

Total Net Worth

\$ 1,279,844

\$ 656,070	\$ 623,774
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\$ (215,062)	\$ 724,656	\$ 114,180	\$ -
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Total Net Equity
 Equalizer
 Final Net Distribution

\$ 623,774
\$ 509,594

Marital	Non-Marital
Wife	Husband
\$ (215,062)	\$ 724,656
\$ 114,180	\$ -
\$ 469,859	\$ -
\$ 254,797	\$ 114,180