

3.0

**TEMPORARY
SUPPORT AND
FEES**

3.1

VIA E-MAIL:

Date:

Re: _____

Dear _____

The purpose of this correspondence is to confirm the fee agreement between you and our law firm as follows:

(1) Our firm has agreed to represent you for an initial fee retainer of \$_____ to confer with you and represent you in this matter. \$_____ will be deposited in our trust account to be applied to your final balance. \$_____ will be deposited to our operating account as our initial retainer and engagement fee. This retainer will be offset at the hourly rate of \$650.00 per hour for Richard J. Preira, Esquire, \$500.00 per hour for Kira Willig, Esquire, \$400.00 per hour for Cristina Fernandez-Parjus, Esquire, \$400.00 per hour for Cristina Cossio, Esquire and \$225.00 per hour for Rachael Williams, Esquire. Paralegal/Clerk time will be billed at a rate of \$100.00 per hour. Law Clerk time will be billed at the rate of \$135.00 per hour. Of course, you will be notified should any of these hourly rates change during the pendency of your case.

In the event your representation requires more attorney time than is covered by the \$_____ initial deposit to our operating account, additional attorney time will be billed on a monthly basis as provided below. Please understand that you will not be entitled to a refund of the initial fee retainer if we are able to resolve your matter prior to exhausting the initial fee retainer because the initial fee retainer is non-refundable.

(2) Although it is impossible to determine in advance the amount of time that will be needed to complete this matter, we will keep you fully informed of all time which we devote to your case. We will send you monthly statements which will show: the legal services rendered; the time devoted to your representation; and, how your initial retainer is offset by the hourly charges for services rendered. Hourly charges will accrue for all time devoted to your representation including, but not limited to, telephone conversations, office conferences, e-mail communication, reviewing and preparing documents, negotiation, legal research, court appearances and travel to and from the office. You agree to carefully review all billing statements and promptly notify us in writing of any perceived errors, excessive billing entries or discrepancies within 15 days of the date of the statement. If you do not identify specific errors, billing entries or discrepancies in writing within 15 days, any objection to the statement is waived and the statement will be deemed fair, accurate and correct. We do request payment of our invoice upon receipt. Any unpaid balances accrue interest at the rate of 1.5% per month (18% APR).

(3) As you know, a specific associate attorney has been assigned to work with me in connection with your case. It is inevitable that there will be duplicate effort. The collaborative efforts of two attorneys will be reflected in your invoice when that occurs. We are very sensitive to this and your invoice will frequently reflect that on those occasions in which there is duplicate effort the time devoted to your case by the assigned associate has been reduced. On those occasions in which the collaboration of two attorneys is necessary due to the complexity of the issue or significance of the issue your invoice will reflect the full time and fees required for both attorneys.

(4) You will be responsible for all costs and expenses incurred in connection with our representation of you.

(4.1) This will include a \$350.00 charge to open the file; a monthly administrative fee that will vary from \$50.00 to \$300.00 per month (and occasionally more) depending upon the amount of time devoted to your case each month. A schedule of these fees is attached to this retainer. This fee will be in lieu of your direct payment of the cost of your computer assisted legal research, facsimiles, file materials, long distance telephone calls, mobile telephone calls, office photocopies and postage.

(4.2) Other costs and expenses such as conference call charges, copy service charges, court reporter, excess office copy charges, expert witnesses, hand deliveries, overnight deliveries, parking, private investigators, transcript fees, tolls, and, if necessary, secretarial overtime will be separately paid directly from your cost deposit in our trust account or advanced by the firm and reimbursed by you. Additionally, fees or costs incurred with respect to the preparation, investigation, recordation, satisfaction, or perfection of papers (such as promissory notes or mortgage deeds) required to be executed in order to secure the fees for your representation will be paid from the costs which you have advanced to our office.

(5) You have agreed to advance the sum of \$ _____ as an initial cost retainer which will be deposited in our trust account to pay for costs and expenses incurred in connection with your representation. Should the costs required exceed that sum, you will need to provide such additional costs as are required to properly represent your interest. Any balance remaining in our trust account at the conclusion of your representation will be first applied toward any outstanding legal fees and thereafter returned to you. You will receive a copy of your trust account activity on a monthly basis.

(6) You will be responsible for the payment of attorney fees and costs which result from:

(6.1) Any legal services provided to the firm or in which it is required to engage in order to collect any outstanding fees owed to the firm under the terms of this fee agreement; and

(6.2) Any legal services provided to the firm or in which it is required to engage in order to defend successfully litigation initiated by you against the firm or any member of the firm.

(7) Our firm is entitled an attorneys' charging lien on all real property and personal property of yours whether or not we obtain it for you or defend claims against it in connection with our representation of you, including any assets, benefits or other things of value which we recover, obtain, preserve or protect for you. Any unpaid attorney fees, fees of forensic professionals engaged to assist us and/or costs that you are required to pay pursuant to this retainer or the retainer of forensic professionals engaged to assist us will be paid out of the recovery of the assets created, preserved or protected for you. In the event we are discharged or are permitted leave to withdraw as your attorneys before completion of any suit that is filed, prior to our substitution we will be entitled to an order protecting our right to a charging lien and to have the amount of our fee determined in your action before it is dismissed or concluded.

(8) This agreement will not be altered, modified, extended or changed except in a writing signed by a representative of this office. Your obligations to the firm are neither contingent nor dependent upon any payments, promises of payment or any legal process requiring payments from third parties. The time period set forth in this agreement for the payment of your fees and costs will not be extended by the possibility that these fees and costs might be recovered from a third party.

(9) Our firm has the right to withdraw from your representation if you do not make the payments required by this agreement or if your failure to follow our advice results in our inability to represent you in a manner which our professional judgment concludes to be in your best interest. In this regard, your cooperation is essential to our ability to represent you. Please immediately inform us of any change of address, telephone number, employment and circumstances. Full disclosure of all facts is also essential to enable us to properly represent you. You must promptly complete and return all papers sent to you such as interrogatories, requests

for information, requests for documents, and the like. We reserve the right to withdraw from your representation if you do not cooperate with us.

(10) We are required to exercise professional judgment in the course of our representation of you. That exercise of judgment means that, in some circumstances, we will not blindly follow your directives when your directives do not comport with our professional judgment, based on our legal education, experience, knowledge of the facts and issues involved and understanding of the strategies required to represent you most effectively.

(11) We have not, and cannot, guarantee the ultimate disposition of the matters for which we have been retained to represent you. We can offer our professional judgments and opinions, but we cannot predict what the outcome of this matter will be. While, as you know, we will do everything within our ability for you, we are simply not in a position to predict what the outcome of our efforts will be.

(12) I have advised you to immediately consult with a competent estate planner. You must review your estate plan, in the event dissolution of your marriage is contemplated or should your marriage have been dissolved, as it is important for you to update and/or prepare a new will and trust instrument and/or to revise your estate plan. In addition, it is important for you to consult with a competent estate planner, if you lack important estate planning documents including, but not limited to, a living will and/or a durable power of attorney.

(13) During the course of your representation, you may be required to provide the Firm with documents and materials pertaining to the captioned action. The Firm will hold these documents and materials during the course of the representation and for six months thereafter. At the conclusion of this matter, the Firm will contact you and make arrangements for the return of the documents and materials which you have provided. If you do not retrieve the documents and materials from the Firm within the six months provided for herein, you disclaim any interest in the documents and materials and authorize the Law Firm to destroy the documents and materials.

(14) Any divorce settlement will include General Releases being exchanged with your spouse or partner. We suggest that you be tested for STDs should you believe that your spouse or partner has committed adultery. Since a Release will release your spouse or partner from any further obligations, should you contract any disease, you will then be releasing your spouse or partner from any potential and future claims. Accordingly, in an abundance of caution, this testing should be done with the results brought to our attention should they be positive.

IMPORTANT: If you have minor children, both parents must attend the Parenting Course (it is not necessary to attend together). **YOU CANNOT RECEIVE A DIVORCE** without having taking this course and filing the Certificate with the court. Please speak with one of the attorneys should you have any questions concerning this matter.

Very truly yours,

SMGQ LAW

By: _____
Richard J. Preira

RJP/md

Enclosures

G:\UTILITY\FORMS\RETAINERS\Retainer.2016.Standard (Family).doc

I ACKNOWLEDGE RECEIPT OF A COPY OF THE ADMINISTRATIVE FEE SCHEDULE AND THE FLORIDA BAR RULE 4-1.5, *FEES AND COSTS FOR LEGAL SERVICES*. I AGREE THAT PARAGRAPH 4, ABOVE, WILL BE THE METHOD FOR ESTABLISHING COSTS IN MY CASE PURSUANT TO FLORIDA BAR RULE 4-1.5(b)(2). I AGREE TO THIS RETAINER AGREEMENT CONSISTING OF 5 PAGES.

DATED



ATTORNEYS AT LAW

Administrative Fee Schedule

0 to 5 hours = \$50

6 to 10 hours = \$100

11 to 15 hours = \$200

16 to 20 hours = \$300

20+ hours = \$5 for each additional hour

Open file fee - \$350.00



RULE 4-1.5 FEES AND COSTS FOR LEGAL SERVICES

4 RULES OF PROFESSIONAL CONDUCT

4-1 CLIENT-LAWYER RELATIONSHIP

RULE 4-1.5 FEES AND COSTS FOR LEGAL SERVICES

(a) Illegal, Prohibited, or Clearly Excessive Fees and Costs. An attorney shall not enter into an agreement for, charge, or collect an illegal, prohibited, or clearly excessive fee or cost, or a fee generated by employment that was obtained through advertising or solicitation not in compliance with the Rules Regulating The Florida Bar. A fee or cost is clearly excessive when:

(1) after a review of the facts, a lawyer of ordinary prudence would be left with a definite and firm conviction that the fee or the cost exceeds a reasonable fee or cost for services provided to such a degree as to constitute clear overreaching or an unconscionable demand by the attorney; or

(2) the fee or cost is sought or secured by the attorney by means of intentional misrepresentation or fraud upon the client, a nonclient party, or any court, as to either entitlement to, or amount of, the fee.

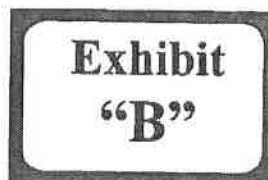
(b) Factors to Be Considered in Determining Reasonable Fees and Costs.

(1) Factors to be considered as guides in determining a reasonable fee include:

(A) the time and labor required, the novelty, complexity, and difficulty of the questions involved, and the skill requisite to perform the legal service properly;

(B) the likelihood that the acceptance of the particular employment will preclude other employment by the lawyer;

(C) the fee, or rate of fee, customarily charged in the locality for legal services



of a comparable or similar nature;

(D) the significance of, or amount involved in, the subject matter of the representation, the responsibility involved in the representation, and the results obtained;

(E) the time limitations imposed by the client or by the circumstances and, as between attorney and client, any additional or special time demands or requests of the attorney by the client;

(F) the nature and length of the professional relationship with the client;

(G) the experience, reputation, diligence, and ability of the lawyer or lawyers performing the service and the skill, expertise, or efficiency of effort reflected in the actual providing of such services; and

(H) whether the fee is fixed or contingent, and, if fixed as to amount or rate, then whether the client's ability to pay rested to any significant degree on the outcome of the representation.

(2) Factors to be considered as guides in determining reasonable costs include:

(A) the nature and extent of the disclosure made to the client about the costs;

(B) whether a specific agreement exists between the lawyer and client as to the costs a client is expected to pay and how a cost is calculated that is charged to a client;

(C) the actual amount charged by third party providers of services to the attorney;

(D) whether specific costs can be identified and allocated to an individual client or a reasonable basis exists to estimate the costs charged;

(E) the reasonable charges for providing in-house service to a client if the cost

is an in-house charge for services; and

(F) the relationship and past course of conduct between the lawyer and the client.

All costs are subject to the test of reasonableness set forth in subdivision (a) above. When the parties have a written contract in which the method is established for charging costs, the costs charged thereunder shall be presumed reasonable.

(c) Consideration of All Factors. In determining a reasonable fee, the time devoted to the representation and customary rate of fee need not be the sole or controlling factors. All factors set forth in this rule should be considered, and may be applied, in justification of a fee higher or lower than that which would result from application of only the time and rate factors.

(d) Enforceability of Fee Contracts. Contracts or agreements for attorney's fees between attorney and client will ordinarily be enforceable according to the terms of such contracts or agreements, unless found to be illegal, obtained through advertising or solicitation not in compliance with the Rules Regulating The Florida Bar, prohibited by this rule, or clearly excessive as defined by this rule.

(e) Duty to Communicate Basis or Rate of Fee or Costs to Client. When the lawyer has not regularly represented the client, the basis or rate of the fee and costs shall be communicated to the client, preferably in writing, before or within a reasonable time after commencing the representation. A fee for legal services that is nonrefundable in any part shall be confirmed in writing and shall explain the intent of the parties as to the nature and amount of the nonrefundable fee. The test of reasonableness found in subdivision (b), above, applies to all fees for legal services without regard to their characterization by the parties.

The fact that a contract may not be in accord with these rules is an issue between the attorney and client and a matter of professional ethics, but is not the proper basis for an action or defense by an opposing party when fee-shifting litigation is involved.

VIA E-MAIL ONLY:

(Date)

Re: _____

Fee Agreement

Dear _____:

My firm has agreed to represent you in the preparation of a Pre-Nuptial Agreement for a flat fee of \$4,000.00 for fees and \$1,000.00 for costs.

(1) You will be responsible for all costs and expenses incurred in connection with our representation of you.

(1.1) This will include a \$350.00 charge to open the file; a monthly administrative fee that will vary from \$50.00 to \$300.00 per month (and occasionally more) depending upon the amount of time devoted to your case each month. A schedule of these fees is attached to this retainer. This fee will be in lieu of your direct payment of the cost of your computer assisted legal research, facsimiles, file materials, long distance telephone calls, mobile telephone calls, office photocopies and postage.

(1.2) Other costs and expenses such as conference call charges, copy service charges, court reporter, excess office copy charges, expert witnesses, hand deliveries, overnight deliveries, parking, private investigators, transcript fees, tolls, and, if necessary, secretarial overtime

will be separately paid directly from your cost deposit in our trust account or advanced by the firm and reimbursed by you. Additionally, fees or costs incurred with respect to the preparation, investigation, recordation, satisfaction, or perfection of papers (such as promissory notes or mortgage deeds) required to be executed in order to secure the fees for your representation will be paid from the costs which you have advanced to our office.

(2) In compliance with the requirements of The Florida Bar, this will confirm that we are *not* entering into an hourly contract. This means that we will devote all of the time that is necessary in this matter, but my compensation will not be increased or decreased based upon the amount of hours expended by me. Instead, we have guaranteed you a fixed fee for the indicated services. This fixed fee affords us both certainty with respect to your potential legal fees and the services to be provided to you. It takes into consideration the degree of difficulty of the case, the urgency of the matter, the necessity of declining other work based upon the hours required to properly handle this matter and my expertise in handling matters of this nature.

(3) It is also important for you to understand that the services for which we are being retained pursuant to this agreement are strictly limited to those described. Of course, we will afford you every courtesy with respect to any assistance you might require in any matter incidental to that for which we have been retained. It is important, however, that you recognize that the services for which we have been retained do not include any services other than those reflected above.

(4) This will also confirm that we have not, and cannot, guarantee the ultimate disposition of the matter for which we have been retained. We can offer our professional judgments and opinions and represent you to the best of our ability but we cannot predict what the outcome of this matter will be. If you agree with the foregoing, please sign the bottom of this letter where indicated and initial each page in order to reflect your understanding and agreement to its contents. Should you have any questions about the contents of this letter or any of your prior discussions with my firm, please feel free to contact me directly.

Very truly yours,

SMGQ LAW

By: _____

Richard J. Preira

RJP/md

Enclosures

I ACKNOWLEDGE RECEIPT OF A COPY OF THE ADMINISTRATIVE FEE SCHEDULE AND THE FLORIDA BAR RULE 4-1.5, *FEES AND COSTS FOR LEGAL SERVICES*. I AGREE THAT PARAGRAPH 1, ABOVE, WILL BE THE METHOD FOR ESTABLISHING COSTS IN MY CASE PURSUANT TO FLORIDA BAR RULE 4-1.5(b)(2). I AGREE TO THIS RETAINER AGREEMENT CONSISTING OF 3 PAGES.

_____ **DATED**



ATTORNEYS AT LAW

Administrative Fee Schedule

0 to 5 hours = \$50

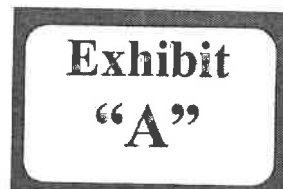
6 to 10 hours = \$100

11 to 15 hours = \$200

16 to 20 hours = \$300

20+ hours = \$5 for each additional hour

Open file fee - \$350.00



RULE 4-1.5 FEES AND COSTS FOR LEGAL SERVICES

**4 RULES OF PROFESSIONAL CONDUCT
4-1 CLIENT-LAWYER RELATIONSHIP**

RULE 4-1.5 FEES AND COSTS FOR LEGAL SERVICES

(a) Illegal, Prohibited, or Clearly Excessive Fees and Costs. An attorney shall not enter into an agreement for, charge, or collect an illegal, prohibited, or clearly excessive fee or cost, or a fee generated by employment that was obtained through advertising or solicitation not in compliance with the Rules Regulating The Florida Bar. A fee or cost is clearly excessive when:

- (1) after a review of the facts, a lawyer of ordinary prudence would be left with a definite and firm conviction that the fee or the cost exceeds a reasonable fee or cost for services provided to such a degree as to constitute clear overreaching or an unconscionable demand by the attorney; or
- (2) the fee or cost is sought or secured by the attorney by means of intentional misrepresentation or fraud upon the client, a nonclient party, or any court, as to either entitlement to, or amount of, the fee.

(b) Factors to Be Considered in Determining Reasonable Fees and Costs.

- (1) Factors to be considered as guides in determining a reasonable fee include:
 - (A) the time and labor required, the novelty, complexity, and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
 - (B) the likelihood that the acceptance of the particular employment will preclude other employment by the lawyer;
 - (C) the fee, or rate of fee, customarily charged in the locality for legal services



of a comparable or similar nature;

(D) the significance of, or amount involved in, the subject matter of the representation, the responsibility involved in the representation, and the results obtained;

(E) the time limitations imposed by the client or by the circumstances and, as between attorney and client, any additional or special time demands or requests of the attorney by the client;

(F) the nature and length of the professional relationship with the client;

(G) the experience, reputation, diligence, and ability of the lawyer or lawyers performing the service and the skill, expertise, or efficiency of effort reflected in the actual providing of such services; and

(H) whether the fee is fixed or contingent, and, if fixed as to amount or rate, then whether the client's ability to pay rested to any significant degree on the outcome of the representation.

(2) Factors to be considered as guides in determining reasonable costs include:

(A) the nature and extent of the disclosure made to the client about the costs;

(B) whether a specific agreement exists between the lawyer and client as to the costs a client is expected to pay and how a cost is calculated that is charged to a client;

(C) the actual amount charged by third party providers of services to the attorney;

(D) whether specific costs can be identified and allocated to an individual client or a reasonable basis exists to estimate the costs charged;

(E) the reasonable charges for providing in-house service to a client if the cost

is an in-house charge for services; and

(F) the relationship and past course of conduct between the lawyer and the client.

All costs are subject to the test of reasonableness set forth in subdivision (a) above. When the parties have a written contract in which the method is established for charging costs, the costs charged thereunder shall be presumed reasonable.

(c) Consideration of All Factors. In determining a reasonable fee, the time devoted to the representation and customary rate of fee need not be the sole or controlling factors. All factors set forth in this rule should be considered, and may be applied, in justification of a fee higher or lower than that which would result from application of only the time and rate factors.

(d) Enforceability of Fee Contracts. Contracts or agreements for attorney's fees between attorney and client will ordinarily be enforceable according to the terms of such contracts or agreements, unless found to be illegal, obtained through advertising or solicitation not in compliance with the Rules Regulating The Florida Bar, prohibited by this rule, or clearly excessive as defined by this rule.

(e) Duty to Communicate Basis or Rate of Fee or Costs to Client. When the lawyer has not regularly represented the client, the basis or rate of the fee and costs shall be communicated to the client, preferably in writing, before or within a reasonable time after commencing the representation. A fee for legal services that is nonrefundable in any part shall be confirmed in writing and shall explain the intent of the parties as to the nature and amount of the nonrefundable fee. The test of reasonableness found in subdivision (b), above, applies to all fees for legal services without regard to their characterization by the parties.

The fact that a contract may not be in accord with these rules is an issue between the attorney and client and a matter of professional ethics, but is not the proper basis for an action or defense by an opposing party when fee-shifting litigation is involved.

3.2

INSTRUCTIONS FOR FLORIDA FAMILY LAW RULE OF PROCEDURE FORM 12.902(c), FAMILY LAW FINANCIAL AFFIDAVIT (LONG FORM)(01/15)

When should this form be used?

This form should be used when you are involved in a family law case which requires a financial affidavit and your individual gross income is \$50,000 OR MORE per year unless:

- (1) You are filing a simplified dissolution of marriage under rule 12.105 and both parties have waived the filing of financial affidavits;
- (2) you have no minor children, no support issues, and have filed a written settlement agreement disposing of all financial issues; or
- (3) the court lacks jurisdiction to determine any financial issues.

This form should be typed or printed in black ink. After completing this form, you should sign the form before a notary public or deputy clerk. You should then **file** the original with the clerk of the circuit court in the county where the petition was filed and keep a copy for your records.

What should I do next?

A copy of this form must be served on the other party in your case within 45 days of being served with the petition, if it is not served on him or her with your initial papers. **Service** must be in accordance with Florida Rule of Judicial Administration 2.516.

Where can I look for more information?

Before proceeding, you should read "**General Information for Self-Represented Litigants**" found at the beginning of these forms. The words that are in "**bold underline**" in these instructions are defined there. For further information, see Florida Family Law Rule of Procedure 12.285.

Special notes...

If you want to keep your address confidential because you are the victim of sexual battery, aggravated child abuse, aggravated stalking, harassment, aggravated battery, or domestic violence do not enter the address, telephone, and fax information at the bottom of this form. Instead, file **Request for Confidential Filing of Address**, Florida Supreme Court Approved Family Law Form 12.980(h).

The affidavit must be completed using **monthly** income and expense amounts. If you are paid or your bills are due on a schedule which is not monthly, you must convert those amounts. Hints are provided below for making these conversions.

Hourly - If you are paid by the hour, you may convert your income to monthly as follows:
 Hourly amount x Hours worked per week = Weekly amount
 Weekly amount x 52 Weeks per year = Yearly amount
 Yearly amount ÷ 12 Months per year = **Monthly Amount**

Daily - If you are paid by the day, you may convert your income to monthly as follows:
 Daily amount x Days worked per week = Weekly amount
 Weekly amount x 52 Weeks per year = Yearly amount
 Yearly amount ÷ 12 Months per year = **Monthly Amount**

Weekly - If you are paid by the week, you may convert your income to monthly as follows:
 Weekly amount x 52 Weeks per year = Yearly amount
 Yearly amount ÷ 12 Months per year = **Monthly Amount**

Bi-weekly - If you are paid every two weeks, you may convert your income to monthly as follows:

Bi-weekly amount x 26 = Yearly amount
 Yearly amount ÷ 12 Months per year = **Monthly Amount**

Semi-monthly - If you are paid twice per month, you may convert your income to monthly as follows:

Semi-monthly amount x 2 = **Monthly Amount**

Expenses may be converted in the same manner.

Remember, a person who is NOT an attorney is called a nonlawyer. If a nonlawyer helps you fill out these forms, that person must give you a copy of a **Disclosure from Nonlawyer**, Florida Family Law Rules of Procedure Form 12.900(a), before he or she helps you. A nonlawyer helping you fill out these forms also **must** put his or her name, address, and telephone number on the bottom of the last page of every form he or she helps you complete.

IN THE CIRCUIT COURT OF THE _____ JUDICIAL CIRCUIT,
IN AND FOR _____ COUNTY, FLORIDA

Case No.: _____

Division: _____

Petitioner,

and

Respondent.

FAMILY LAW FINANCIAL AFFIDAVIT (LONG FORM)

(\$50,000 or more Individual Gross Annual Income)

I, {full legal name} _____, being sworn, certify that the following information is true:

SECTION I. INCOME

1. My age is: _____
2. My occupation is: _____
3. I am currently

[Check **all** that apply]

- a. Unemployed

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

- b. Employed by: _____

Address: _____

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

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

() monthly () other: _____

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

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

c. _____ Retired. Date of retirement: _____
 Employer from whom retired: _____
 Address: _____
 City, State, Zip code: _____ Telephone Number: _____

LAST YEAR'S GROSS INCOME:	Your Income	Other Party's Income (if known)
YEAR _____	\$ _____	\$ _____

PRESENT MONTHLY GROSS INCOME:

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

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

PRESENT MONTHLY DEDUCTIONS:

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

18. \$ _____ Monthly federal, state, and local income tax (corrected for filing status and allowable dependents and income tax liabilities)
 a. Filing Status _____
 b. Number of dependents claimed _____
19. _____ Monthly FICA or self-employment taxes
20. _____ Monthly Medicare payments

21. _____ Monthly mandatory union dues
22. _____ Monthly mandatory retirement payments
23. _____ Monthly health insurance payments (including dental insurance), excluding portion paid for any minor children of this relationship
24. _____ Monthly court-ordered child support actually paid for children from another relationship
25. _____ Monthly court-ordered alimony actually paid (Add 25a and 25b)
 - 25a. from this case: \$ _____
 - 25b. from other case(s): _____

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

27. \$ _____ **PRESENT NET MONTHLY INCOME**
(Subtract line 26 from line 17).

SECTION II. AVERAGE MONTHLY EXPENSES

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

HOUSEHOLD:

1. \$ _____ Monthly mortgage or rent payments
 2. _____ Monthly property taxes (if not included in mortgage)
 3. _____ Monthly insurance on residence (if not included in mortgage)
 4. _____ Monthly condominium maintenance fees and homeowner's association fees
 5. _____ Monthly electricity
 6. _____ Monthly water, garbage, and sewer
 7. _____ Monthly telephone
 8. _____ Monthly fuel oil or natural gas
 9. _____ Monthly repairs and maintenance
 10. _____ Monthly lawn care
 11. _____ Monthly pool maintenance
 12. _____ Monthly pest control
 13. _____ Monthly misc. household
 14. _____ Monthly food and home supplies
 15. _____ Monthly meals outside home
 16. _____ Monthly cable t.v.
 17. _____ Monthly alarm service contract
 18. _____ Monthly service contracts on appliances
 19. _____ Monthly maid service
- Other:
20. _____
 21. _____
 22. _____
 23. _____
 24. _____
25. \$ _____ **SUBTOTAL** (add lines 1 through 24).

AUTOMOBILE:

- 26. \$_____ Monthly gasoline and oil
- 27. _____ Monthly repairs
- 28. _____ Monthly auto tags and emission testing
- 29. _____ Monthly insurance
- 30. _____ Monthly payments (lease or financing)
- 31. _____ Monthly rental/replacements
- 32. _____ Monthly alternative transportation (bus, rail, car pool, etc.)
- 33. _____ Monthly tolls and parking
- 34. _____ Other: _____
- 35. \$_____ **SUBTOTAL** (add lines 26 through 34)

MONTHLY EXPENSES FOR CHILDREN COMMON TO BOTH PARTIES:

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

MONTHLY EXPENSES FOR CHILD(REN) FROM ANOTHER RELATIONSHIP

(other than court-ordered child support)

- 59. \$ _____
- 60. _____
- 61. _____
- 62. _____
- 63. \$_____ **SUBTOTAL** (add lines 59 through 62)

MONTHLY INSURANCE:

64. \$ _____ Health insurance (if not listed on lines 23 or 45)

65. _____ Life insurance

66. _____ Dental insurance.

Other:

67. _____

68. _____

69.. \$ _____ **SUBTOTAL** (add lines 66 through 68, exclude lines 64 and 65)

OTHER MONTHLY EXPENSES NOT LISTED ABOVE:

70. \$ _____ Monthly dry cleaning and laundry

71. _____ Monthly clothing

72. _____ Monthly medical, dental, and prescription (unreimbursed only)

73. _____ Monthly psychiatric, psychological, or counselor (unreimbursed only)

74. _____ Monthly non-prescription medications, cosmetics, toiletries, and sundries

75. _____ Monthly grooming

76. _____ Monthly gifts

77. _____ Monthly pet expenses

78. _____ Monthly club dues and membership

79. _____ Monthly sports and hobbies

80. _____ Monthly entertainment

81. _____ Monthly periodicals/books/tapes/CDs

82. _____ Monthly vacations

83. _____ Monthly religious organizations

84. _____ Monthly bank charges/credit card fees

85. _____ Monthly education expenses

86. _____ Other: (include any usual and customary expenses not otherwise mentioned in the items listed above) _____

87. _____

88. _____

89. _____

90. \$ _____ **SUBTOTAL** (add lines 70 through 89)

MONTHLY PAYMENTS TO CREDITORS: (only when payments are currently made by you on outstanding balances). List only last 4 digits of account numbers.

MONTHLY PAYMENT AND NAME OF CREDITOR(s):

91. \$ _____

92. _____

93. _____

94. _____

95. _____

96. _____

97. _____

98. _____

99. _____

100. _____

101. _____

102. _____

103. _____

104. \$ _____ **SUBTOTAL** (add lines 91 through 103)

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

SUMMARY

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

107. \$ _____ **TOTAL MONTHLY EXPENSES** (from line 105 above)

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

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

SECTION III. ASSETS AND LIABILITIES

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

INSTRUCTIONS:

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

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

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

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

A ASSETS: DESCRIPTION OF ITEM(S) LIST ONLY LAST FOUR DIGITS OF ACCOUNT NUMBERS. Check the line next to any asset(s) which you are requesting the judge award to you.	B Current Fair Market Value	C Nonmarital (Check correct column)	
		husband	wife
<input type="checkbox"/> Cash (on hand)	\$	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Cash (in banks or credit unions)		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Stocks/Bonds		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

	Notes (money owed to you in writing)			
	Money owed to you (not evidenced by a note)			
	Real estate: (Home)			
	(Other)			
	Business interests			
	Automobiles			
	Boats			
	Other vehicles			
	Retirement plans (Profit Sharing, Pension, IRA, 401(k)s, etc.)			
	Furniture & furnishings in home			
	Furniture & furnishings elsewhere			
	Collectibles			

A LIABILITIES: DESCRIPTION OF ITEM(S) LIST ONLY LAST FOUR DIGITS OF ACCOUNT NUMBERS. Check the line next to any debt(s) for which you believe you should be responsible.		B Current Amount Owed	C Nonmarital (Check correct column)	
			husband	wife
	Mortgages on real estate: First mortgage on home	\$		
	Second mortgage on home			
	Other mortgages			
	Charge/credit card accounts			
	Auto loan			
	Auto loan			
	Bank/Credit Union loans			
	Money you owe (not evidenced by a note)			
	Judgments			
	Other:			
Total Debts (add column B)		\$		

C. NET WORTH (excluding contingent assets and liabilities)

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

\$ _____ **Total Liabilities** (enter total of Column B in Liabilities Table; Section B)

\$ _____ **TOTAL NET WORTH (Total Assets minus Total Liabilities)**
(excluding contingent assets and liabilities)

D. CONTINGENT ASSETS AND LIABILITIES

INSTRUCTIONS:

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

A Contingent Assets Check the line next to any contingent asset(s) which you are requesting the judge award to you.	B Possible Value	C Nonmarital (Check correct column)	
		husband	wife
	\$		
Total Contingent Assets	\$		

A Contingent Liabilities Check the line next to any contingent debt(s) for which you believe you should be responsible.	B Possible Amount Owed	C Nonmarital (Check correct column)	
		husband	wife
	\$		
Total Contingent Liabilities	\$		

E. CHILD SUPPORT GUIDELINES WORKSHEET. Florida Family Law Rules of Procedure Form 12.902(e), Child Support Guidelines Worksheet, **MUST** be filed with the court at or prior to a hearing to

establish or modify child support. This requirement cannot be waived by the parties.

[Check **one** only]

A Child Support Guidelines Worksheet IS or WILL BE filed in this case. This case involves the establishment or modification of child support.

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

I certify that a copy of this financial affidavit was [check all used]: () e-mailed () mailed, () faxed () hand delivered to the person(s) listed below on {date} _____.

Other party or his/her attorney:

Name: _____

Address: _____

City, State, Zip: _____

Fax Number: _____

E-mail Address(es): _____

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

Dated: _____

Signature of Party

Printed Name: _____

Address: _____

City, State, Zip: _____

Fax Number: _____

E-mail Address(es): _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to or affirmed and signed before me on _____ by _____.

NOTARY PUBLIC or DEPUTY CLERK

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

Personally known

Produced identification

Type of identification produced _____

IF A NONLAWYER HELPED YOU FILL OUT THIS FORM, HE/SHE MUST FILL IN THE BLANKS BELOW:

[fill in **all** blanks] This form was prepared for the: {choose only **one**} () Petitioner () Respondent

This form was completed with the assistance of:

{name of individual} _____

{name of business} _____

{address} _____

{city} _____, {state} _____, {telephone number} _____.

INSTRUCTIONS FOR FLORIDA FAMILY LAW RULES OF PROCEDURE FORM 12.902(b), FAMILY LAW FINANCIAL AFFIDAVIT (SHORT FORM) (01/15)

When should this form be used?

This form should be used when you are involved in a family law case which requires a financial affidavit and your individual gross income is **UNDER \$50,000 per year** unless:

- (1) You are filing a simplified dissolution of marriage under rule 12.105 and both parties have waived the filing of a financial affidavit;
- (2) You have no minor children, no support issues, and have filed a written settlement agreement disposing of all financial issues; or
- (3) The court lacks jurisdiction to determine any financial issues.

This form should be typed or printed in black ink. After completing this form, you should sign the form before a notary public or deputy clerk. You should file the original with the clerk of the circuit court in the county where the petition was filed and keep a copy for your records.

What should I do next?

A copy of this form must be served on the other party in your case within 45 days of being served with the petition, if it is not served on him or her with your initial papers. **Service** must be in accordance with Florida Rule of Judicial Administration 2.516.

Where can I look for more information?

Before proceeding, you should read “General Information for Self-Represented Litigants” found at the beginning of these forms. The words that are in “bold underline” in these instructions are defined there. For further information, see Florida Family Law Rule of Procedure 12.285.

Special notes...

If you want to keep your address confidential because you are the victim of sexual battery, aggravated child abuse, aggravated stalking, harassment, aggravated battery, or domestic violence, do not enter the address, telephone, and fax information at the bottom of this form. Instead, file **Request for Confidential Filing of Address**, Florida Supreme Court Approved Family Law Form 12.980(h).

The affidavit must be completed using **monthly** income and expense amounts. If you are paid or your bills are due on a schedule which is not monthly, you must convert those amounts. Hints are provided below for making these conversions.

Instructions to Florida Family Law Rules of Procedure Form 12.902(b), Family Law Financial Affidavit (Short Form) (01/15)

Hourly - If you are paid by the hour, you may convert your income to monthly as follows:

Hourly amount	x	Hours worked per week	=	Weekly amount
Weekly amount	x	52 Weeks per year	=	Yearly amount
Yearly amount	÷	12 Months per year	=	Monthly Amount

Daily - If you are paid by the day, you may convert your income to monthly as follows:

Daily amount	x	Days worked per week	=	Weekly amount
Weekly amount	x	52 Weeks per year	=	Yearly amount
Yearly amount	÷	12 Months per year	=	Monthly Amount

Weekly - If you are paid by the week, you may convert your income to monthly as follows:

Weekly amount	x	52 Weeks per year	=	Yearly amount
Yearly amount	÷	12 Months per year	=	Monthly Amount

Bi-weekly - If you are paid every two weeks, you may convert your income to monthly as follows:

Bi-weekly amount	x	26	=	Yearly amount
Yearly amount	÷	12 Months per year	=	Monthly Amount

Semi-monthly - If you are paid twice per month, you may convert your income to monthly as follows:

Semi-monthly amount	x	2	=	Monthly Amount
---------------------	---	---	---	-----------------------

Expenses may be converted in the same manner.

Remember, a person who is NOT an attorney is called a nonlawyer. If a nonlawyer helps you fill out these forms, that person must give you a copy of a **Disclosure from Nonlawyer**, Florida Family Law Rules of Procedure Form 12.900(a), before he or she helps you. A nonlawyer helping you fill out these forms also **must** put his or her name, address, and telephone number on the bottom of the last page of every form he or she helps you complete.

IN THE CIRCUIT COURT OF THE _____ JUDICIAL CIRCUIT,
IN AND FOR _____ COUNTY, FLORIDA

Case No.: _____
Division: _____

Petitioner,
and

Respondent.

FAMILY LAW FINANCIAL AFFIDAVIT (SHORT FORM)

(Under \$50,000 Individual Gross Annual Income)

I, {full legal name} _____, being sworn, certify that the following information is true:

My Occupation: _____ Employed by: _____

Business Address: _____

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

___ Check here if unemployed and explain on a separate sheet your efforts to find employment.

SECTION I. PRESENT MONTHLY GROSS INCOME:

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

1. \$ _____ Monthly gross salary or wages
2. _____ Monthly bonuses, commissions, allowances, overtime, tips, and similar payments
3. _____ Monthly business income from sources such as self-employment, partnerships, close corporations, and/or independent contracts (gross receipts minus ordinary and necessary expenses required to produce income) (Attach sheet itemizing such income and expenses.)
4. _____ Monthly disability benefits/SSI
5. _____ Monthly Workers' Compensation
6. _____ Monthly Unemployment Compensation
7. _____ Monthly pension, retirement, or annuity payments
8. _____ Monthly Social Security benefits
9. _____ Monthly alimony actually received (Add 9a and 9b)
 - 9a. From this case: \$ _____
 - 9b. From other case(s): _____
10. _____ Monthly interest and dividends
11. _____ Monthly rental income (gross receipts minus ordinary and necessary expenses)

required to produce income) (Attach sheet itemizing such income and expense items.)

- 12. _____ Monthly income from royalties, trusts, or estates
- 13. _____ Monthly reimbursed expenses and in-kind payments to the extent that they reduce personal living expenses
- 14. _____ Monthly gains derived from dealing in property (not including nonrecurring gains)
- 15. _____ Any other income of a recurring nature (list source) _____
- 16. _____
- 17. \$ _____ **TOTAL PRESENT MONTHLY GROSS INCOME** (Add lines 1–16)

PRESENT MONTHLY DEDUCTIONS:

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

SECTION II. AVERAGE MONTHLY EXPENSES

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

A. HOUSEHOLD:

Mortgage or rent \$ _____
 Property taxes \$ _____
 Utilities \$ _____
 Telephone \$ _____
 Food \$ _____
 Meals outside home \$ _____
 Maintenance/Repairs \$ _____
 Other: _____ \$ _____

B. AUTOMOBILE

Gasoline \$ _____
 Repairs \$ _____
 Insurance \$ _____

C. CHILD(REN)'S EXPENSES

Day care \$ _____
 Lunch money \$ _____
 Clothing \$ _____
 Grooming \$ _____
 Gifts for holidays \$ _____
 Medical/Dental (uninsured) \$ _____
 Other: _____ \$ _____

D. INSURANCE

Medical/Dental (if not listed on lines 23 or 45) \$ _____
 Child(ren)'s medical/dental \$ _____
 Life \$ _____
 Other: _____ \$ _____

E. OTHER EXPENSES NOT LISTED ABOVE

Clothing \$ _____
 Medical/Dental (uninsured) \$ _____
 Grooming \$ _____
 Entertainment \$ _____
 Gifts \$ _____
 Religious organizations \$ _____
 Miscellaneous \$ _____
 Other: _____ \$ _____
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____

F. PAYMENTS TO CREDITORS

CREDITOR:	MONTHLY PAYMENT
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

28. \$ _____ TOTAL MONTHLY EXPENSES (add ALL monthly amounts in A through F above)

SUMMARY

29. \$ _____ TOTAL PRESENT MONTHLY NET INCOME (from line 27 of SECTION I. INCOME)

30. \$ _____ TOTAL MONTHLY EXPENSES (from line 28 above)

31. \$ _____ SURPLUS (If line 29 is more than line 30, subtract line 30 from line 29. This is the amount of your surplus. Enter that amount here.)

32. (\$ _____) (DEFICIT) (If line 30 is more than line 29, subtract line 29 from line 30. This is the amount of your deficit. Enter that amount here.)

SECTION III. ASSETS AND LIABILITIES

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

A. ASSETS:

DESCRIPTION OF ITEM(S). List a description of each separate item owned by you (and/or your spouse, if this is a petition for dissolution of marriage). LIST ONLY LAST 4 DIGITS OF ACCOUNT NUMBERS. Check the line next to any asset(s) which you are requesting the judge award to you.	Current Fair Market Value	Nonmarital (check correct column)	
		husband	wife
Cash (on hand)	\$		
Cash (in banks or credit unions)			
Stocks, Bonds, Notes			
Real estate: (Home)			
(Other)			
Automobiles			
Other personal property			
Retirement plans (Profit Sharing, Pension, IRA, 401(k)s, etc.)			
Other			
Check here if additional pages are attached.			
Total Assets (add next column)	\$		

B. LIABILITIES:

DESCRIPTION OF ITEM(S). List a description of each separate debt owed by you (and/or your spouse, if this is a petition for dissolution of marriage). LIST ONLY LAST 4 DIGITS OF ACCOUNT NUMBERS. Check the line next to any debt(s) for which you believe you should be responsible.	Current Amount Owed	Nonmarital (check correct column)	
		husband	wife
<input type="checkbox"/> Mortgages on real estate: First mortgage on home	\$		
<input type="checkbox"/> Second mortgage on home			
<input type="checkbox"/> Other mortgages			
<input type="checkbox"/> Auto loans			
<input type="checkbox"/> Charge/credit card accounts			
<input type="checkbox"/> Other			
<input type="checkbox"/> Check here if additional pages are attached.			
Total Debts (add next column)	\$		

C. CONTINGENT ASSETS AND LIABILITIES:

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

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

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

SECTION IV. CHILD SUPPORT GUIDELINES WORKSHEET

(Florida Family Law Rules of Procedure Form 12.902(e), Child Support Guidelines Worksheet, MUST be filed with the court at or prior to a hearing to establish or modify child support. This requirement cannot be waived by the parties.)

[Check **one** only]

A Child Support Guidelines Worksheet IS or WILL BE filed in this case. This case involves the establishment or modification of child support.

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

I certify that a copy of this document was [check all used]: () e-mailed () mailed () faxed () hand delivered to the person(s) listed below on {date} _____.

Other party or his/her attorney:

Name: _____

Address: _____

City, State, Zip: _____

Fax Number: _____

E-mail Address(es): _____

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

Dated: _____

Signature of Party

Printed Name: _____

Address: _____

City, State, Zip: _____

Fax Number: _____

E-mail Address(es): _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to or affirmed and signed before me on _____ by _____.

NOTARY PUBLIC or DEPUTY CLERK

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

Personally known
 Produced identification
Type of identification produced _____

IF A NONLAWYER HELPED YOU FILL OUT THIS FORM, HE/SHE MUST FILL IN THE BLANKS BELOW:

[fill in **all** blanks] This form was prepared for the: *{choose only one}* () Petitioner () Respondent

This form was completed with the assistance of:

{name of individual} _____

{name of business} _____

{address} _____

{city} _____, *{state}* _____ *{telephone number}* _____.

3.3

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

IIN RE: THE MARRIAGE OF:

Case No.: .
Family Division

XX

Petitioner/Wife,

and

XX

Respondent/Husband.

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

I, **Rafael Giampetrucci**, being sworn, certify that the following information is true:

SECTION I. INCOME

1 Date of Birth: XX
2 My occupation is: XX
3 I am currently _____

[Check all that apply]

a. Unemployed
Describe your efforts to find employment, how soon you expect to be employed, and the pay you expect to receive: _____

b. Employed by: XX
Address: XX
City, State, Zip Code: XX
Telephone Number: XX
Pay Rate: \$ Varies; every week () every other week () twice a month () monthly () Other: _____ ()
If you are expecting to become unemployed or change jobs soon, describe the change you expect and why and how it will affect your income: _____

LAST YEAR'S GROSS INCOME:		Your Income	Other Party's Income (if known)	
Year:	2009	\$ <u>114,198.16</u>	<u>Unknown</u>	Note 1

PRESENT MONTHLY GROSS INCOME: Note 2

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

1 Monthly gross salary or wages.	1 \$	2,800.00	Note 3
2 Monthly bonuses, commissions, allowances, overtime, tips, and similar payments.	2 \$	-	
3 Monthly business income from sources such as self-employment, partnerships, close corporations, and/or independent contracts (Gross receipts minus ordinary and necessary expenses required to produce income) (Attach sheet itemizing such income and expenses.)	3 \$	3,017.91	Note 4
4 Monthly disability benefits/SSI. - Military	4 \$	-	
5 Monthly Workers' Compensation.	5 \$	-	
6 Monthly Unemployment Compensation.	6 \$	-	
7 Monthly pension, retirement, or annuity payments.	7 \$	-	
8 Monthly Social Security benefits.	8 \$	-	
9 Monthly alimony actually received			
9a. From this case:			
9b. From other case(s):	\$ _____		
	Add 9a and 9b	9 \$	-
10 Monthly interest and dividends.	10 \$	-	
11 Monthly rental income (gross receipts minus ordinary and necessary expenses required to produce income) (Attach sheet itemizing such income and expense items.)	11 \$	-	
12 Monthly income from royalties, trusts, or estates.	12 \$	-	
13 Monthly reimbursed expenses and in-kind payments to the extent that they reduce personal living expenses. (Attach sheet itemizing such income and expense items)	13 \$	1,899.30	Note 5
14 Monthly gains derived from dealing in property (not including nonrecurring gains).	14 \$	-	

Any other income of a recurring nature (identify source)

15 Monthly child support received	15 \$	-
16 Monthly other	16	
17 PRESENT MONTHLY GROSS INCOME (Add lines 1-16)	TOTAL:	17 \$ <u>7,717.21</u>

PRESENT MONTHLY DEDUCTIONS:

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

18 Monthly federal, state, and local income tax (corrected for filing status and allowable dependents and income tax liabilities)			
a. Filing Status: <u>HOH</u>			
b. Number of dependents claimed: <u>2</u>	18 \$	908.12	Note 6
19 Monthly FICA or self-employment taxes.	19 \$	721.42	Note 7
20 Monthly Medicare payments.	20 \$	168.72	Note 8
21 Monthly mandatory union dues.	21 \$	-	
22 Monthly mandatory retirement payments.	22 \$	-	
23 Monthly health insurance payments (including dental insurance), excluding portion paid for any minor children of this relationship.	23 \$	265.48	
24 Monthly court-ordered child support actually paid for children from another relationship.	24 \$	-	
25 Monthly court-ordered alimony actually paid.			
25a. From this case:			
25b. From other case(s): <u>\$</u>			
Add 25a and 25b	25 \$	-	
26 TOTAL DEDUCTIONS ALLOWABLE UNDER SECTION 61.30, FLORIDA STATUTES (Add lines 18 through 25)	TOTAL:	26 \$ <u>2,063.74</u>	
27 PRESENT NET MONTHLY INCOME (Subtract line 26 from line 17)	27 \$	<u>5,653.47</u>	

SECTION II. AVERAGE MONTHLY EXPENSES

Note 9

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

HOUSEHOLD:

		<u>Residence</u>	
1 Monthly mortgage	1 \$	1,396.46	Note 10
2 Monthly mortgage (HELOC)	2 \$	260.02	Note 11
3 Monthly insurance on residence (if not included in mortgage)	3 \$	-	
4 Monthly condominium maintenance fees and homeowner's association fees	4 \$	185.00	Note 12
5 Monthly electricity	5 \$	-	Note 13
6 Monthly water, garbage, and sewer	6 \$	-	Note 14
7 Monthly telephone	7 \$	183.83	Note 15
8 Monthly fuel oil or natural gas	8 \$	-	
9 Monthly repairs and maintenance	9 \$	-	
10 Monthly lawn care & landscaping	10 \$	-	Note 16
11 Monthly pool/spa maintenance	11 \$	-	
12 Monthly pest control including termites	12 \$	-	
13 Monthly miscellaneous household	13 \$	-	
14 Monthly food and home supplies	14 \$	578.37	Note 17
15 Monthly meals outside home	15 \$	383.79	
16 Monthly cable T.V. & satellite	16 \$	-	Note 18
17 Monthly alarm service contract	17 \$	-	
18 Monthly service contracts on appliances	18 \$	-	
19 Monthly maid	19 \$	-	Note 19
Other:			
20 Monthly rent	20 \$	800.00	Note 20
21	21		
22	22		
23	23 \$	-	
24	24 \$	-	
25	25 \$	<u>3,787.47</u>	
SUBTOTAL (add lines 1 through 24)			

AUTOMOBILE:

26 Monthly gasoline and oil	26 \$	228.00	
27 Monthly repairs	27 \$	150.00	
28 Monthly auto tags	28 \$	4.17	
29 Monthly insurance	29 \$	283.69	Note 21
30 Monthly payment	30 \$	490.13	Note 22
31 Monthly rental/replacements	31 \$	-	
32 Monthly car wash, etc.	32 \$	7.00	
33 Monthly tolls and parking	33 \$	20.00	Note 23
34 Other:	34		

35	SUBTOTAL (add lines 26 through 34)	35 \$	1,182.99
MONTHLY EXPENSES FOR CHILDREN COMMON TO BOTH PARTIES			
36	Monthly nursery, babysitting or day care	36 \$	- Note 24
37	Monthly school tuition	37 \$	620.00 Note 25
38	Monthly school supplies, books, and fees	38 \$	20.00 Note 26
39	Monthly school activities	39 \$	30.00 Note 27
40	Monthly lunch money	40 \$	30.00 Note 28
41	Monthly miscellaneous	41 \$	50.00 Note 29
42	Monthly allowance	42 \$	- Note 30
43	Monthly clothing and uniforms	43 \$	144.90
44	Monthly entertainment (movies, birthday parties, etc.)	44 \$	173.00 Note 31
45	Monthly health insurance premiums	45 \$	375.64 Note 32
46	Monthly medical, dental, prescriptions (uninsured)	46 \$	136.90 Note 33
47	Monthly expenses for camp and/or other summer activities	47 \$	58.33 Note 34
48	Monthly cosmetics, toiletries and sundries	48	Note 34
49	Monthly vitamins, nonprescription medicines	49 \$	10.00 Note 36
50	Monthly grooming	50	Note 37
51	Monthly gifts from children to others	51 \$	20.00
52		52	
53	SUBTOTAL (add lines 36 through 52)	53 \$	1,668.77
MONTHLY EXPENSES FOR CHILD(REN) FROM ANOTHER RELATIONSHIP (other than court-ordered child support)			
54		54	
55		55	
56		56	
57		57	
58	SUBTOTAL (add lines 54 through 58)	58 \$	-
MONTHLY INSURANCE:			
59	Health insurance	59 \$	- Note 38
60	Life insurance	60 \$	-
61	Dental insurance	61 \$	-
62	SUBTOTAL (add lines 59 through 68)	62 \$	-
OTHER MONTHLY EXPENSES NOT LISTED ABOVE			
63	Monthly dry cleaning and laundry and tailors	63 \$	15.00 Note 39
64	Monthly clothing	64 \$	100.00 Note 40
65	Monthly medical, dental, and prescription (unreimbursed only)	65 \$	402.59 Note 41
66	Monthly psychiatrist, psychologist, or counselor (unreimbursed only)	66 \$	-
67	Monthly non-prescription medications, cosmetics, toiletries, and sundries	67 \$	- Note 42
68	Monthly grooming	68 \$	90.00 Note 43
69	Monthly gifts	69 \$	80.00 Note 44
70	Monthly pet expenses	70 \$	-
71	Monthly club dues and membership	71 \$	16.50
72	Monthly sports, gym and hobbies	72 \$	271.03 Note 45
73	Monthly entertainment	73 \$	325.41
74	Monthly periodicals/books/tapes/CD's	74 \$	42.00 Note 46
75	Monthly vacations	75 \$	333.00 Note 47
76	Monthly religious organizations & charity	76 \$	30.00 Note 48
77	Monthly bank charges/credit card fees	77 \$	36.67 Note 49
78	Monthly education expenses	78 \$	-
79	Monthly professional fees (brokerage, tax preparation, etc.)	79 \$	33.33 Note 50
80	Monthly stamps and postage	80 \$	3.00
81		81	
82		82	
83		83	
84	SUBTOTAL (add lines 70 through 83)	84 \$	1,778.53
MONTHLY PAYMENTS TO CREDITORS: (only when payments are currently made by you on outstanding balances)			
NAME OF CREDITOR(s):			
85	American Express	85 \$	250.00 Note 51
86	American Express Citi -	86 \$	163.13 Note 52
87	American Express Delta - 010	87 \$	29.00 Note 53
88	Chase	88 \$	58.00 Note 54
89	Baptist Hospital	89 \$	115.00

97	SUBTOTAL (add lines 85 through 99)	97 \$	615.13
98	TOTAL MONTHLY EXPENSES: (add lines 25, 35, 53, 58, 69, 84 and 97 of Section II, Expenses)	98 \$	9,032.89 Note 55
SUMMARY			
99	TOTAL PRESENT MONTHLY NET INCOME (from line 27 of SECTION I. INCOME)	99 \$	5,653.47
100	TOTAL MONTHLY EXPENSES (from line 106 above)	100 \$	9,032.89
101	SURPLUS (If line 107 is more than line 108, subtract line 108 from line 107. This is the amount of your surplus. Enter that amount here.)	101	\$0.00
102	(DEFICIT) (If line 108 is more than line 107, subtract line 107 from line 108. This is amount of your deficit. Enter that amount here.)	102 \$	(3,379.42) Note 56

SECTION III. ASSETS AND LIABILITIES

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

INSTRUCTIONS:

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

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

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

STEP 4: Use Column C only if this is a petition for dissolution of marriage and you believe an item is "nonmarital," meaning it belongs to only one of you and should not be divided. You should indicate to whom you believe the item belongs. (Typically, you will only use Column C if property was owned by one spouse before the marriage. See the instructions with this form and section 61.075(1), Florida Statutes, for definitions of "marital" and "nonmarital" assets and liabilities).

Check the box next to any asset(s) which you are requesting the judge award to you.	A ASSETS: DESCRIPTION OF ITEM(S)	B Current Fair Market Value	C Nonmarital (Check correct column)		
			H	W	
	Cash (on hand)				
	Cash in Banks:				
	Husband Chase Bank XX	\$ 1,344.75			Note 57
	Husband's parents accounts at XX Bank and XX Bank	N.A			Note 58
	Wife's accounts	Unknown			
	Brokerage accounts :				
	None	\$ -			
	Real Estate:				
	Marital Residence - (address), Doral, Florida 33178	\$ 390,000.00			Note 59
	XX Timeshare	\$ 5,000.00			
	Business interests :				
	XX Inc	\$ -			Note 60
	XXx, LLC	\$ -			Note 61
	XX, P.A.	\$ -			
	XX, Corp.				Note 62
	XX, LLC	\$ -	X		Note 63
	Vehicles:				
	2009 Toyota Highlander	\$ 6,135.00			Note 64
	2011 Volvo XC 90	\$ 15,120.00			Note 65
	1986 Cadillac	\$ 1,000.00			Note 66
	Retirement Plans (IRA, 401K, Pension, etc.) :	\$ -			
	NA				
	Household Furniture & furnishings				
	Furniture	\$ 20,000.00			Note 67
	Artwork	\$ 4,000.00			Note 68
	2 Persian Rugs	\$ 10,000.00			Note 69
	China collection	\$ 3,000.00			Note 70
	Sporting & Entertainment Equipment				
	TV, DVD, VCR, Surround Sound Ssystem	\$ 2,000.00			
	Jewelry & collectibles				
	Wife's jewelry (marital)	\$ 5,000.00			Note 71
	Wife's jewelry (gift from parents)	Unknown			
	Total Assets (add column B)	\$ 462,599.75			

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

INSTRUCTIONS:

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

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

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

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

A LIABILITIES: DESCRIPTION OF ITEM(S) Check the box next to any debt(s) for which you believe you should be responsible.	B Current Amount Owed	C Nonmarital Check correct column		
		H	W	
Mortgages:				
First Mortgage: Chase	\$257,363.89			Note 72
Line of Credit: Bank Atlantic	\$76,555.63			Note 73
				Note 74
Credit Cards:				
<u>Husband's credit cards</u>				
American Express	\$8,517.09			Note 75
American Express Citi	\$5,044.82			Note 76
American Express Delta	\$1,611.54			Note 77
Chase	\$2,300.00	X		Note 78
	Unknown			
<u>Wife's credit cards</u>				Note 79
Wamu Chase	\$ 8,709.84			
Bank of America MC	\$ 10,832.61			
Citicard	\$ 7,898.70			
Nordstrom VISA	\$ 3,575.16			
Gap	\$ 470.00			
Bank of America VISA	\$11,266.07			
Automobile Loans:				
2011 Volvo XC 90 (driven by Wife)	\$13,070.10			
Amounts owed by you in writing:	\$0.00			
Promissory Note - XXI (Husband's father)	\$180,000.00			Note 80
Other:				
Baptist Hospital (Patient: Husband)	\$7,480.20			Note 81
Baptist Hospital (Patient: Minor Child)	\$15,000.00			Note 82
Miami Children's Hospital (Patient: Minor Child)	\$860.00			
Total Debts (add column B)	\$610,555.65			

C. NET WORTH (excluding contingent assets and liabilities)	
Total Assets (enter total of Column B in Asset Table; Section A)	\$462,599.75
Total Liabilities (enter total of Column B in Liabilities Table; Section B)	\$610,555.65
TOTAL NET WORTH (Total Assets minus Total Liabilities) (excluding contingent assets and liabilities)	-\$147,955.90

D. CONTINGENT ASSETS AND LIABILITIES

INSTRUCTIONS:

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

A Contingent Assets Check the box next to any contingent asset(s) which you are requesting the judge award to you.	B Possible Value	C Nonmarital (Check correct column)	
		H	W
Total Contingent Assets	\$0.00		

A Contingent Liabilities Check the box next to any contingent debt(s) which you believe you should be responsible.	B Possible Amount Owed	C Nonmarital (Check correct column)	
		H	W

Total Contingent Liabilities	\$0.00	
------------------------------	--------	--

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

ATTACHMENTS

CHILD SUPPORT GUIDELINES WORKSHEET. (Child Support Guidelines Worksheet, Florida Family Law Form 12.901(g), MUST be filed in all cases in which the parties have a minor child in common, INCLUDING modifications of child support.)
 [Check **one** only]

xxx **A Child Support Guidelines Worksheet IS being filed in this case.** The parties have one or more minor children in common or one of the parties is requesting a modification of a previous court order regarding child support.

 A Child Support Guidelines Worksheet IS NOT being filed in this case. There are no minor children common to the parties in this case or, if this case involves a modification of a previous court order, child support is not an issue.

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

Dated: _____

STATE OF FLORIDA
 COUNTY OF MIAMI DADE

Sworn to or affirmed and signed before me on this ____ day of _____, 201_ by .

 NOTARY PUBLIC - STATE OF FLORIDA

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

 Personally known
 Produced identification
 Type of identification produced:

Endnotes

1	Documents prepared by the parties' accountant reflecting the Husband's prior year income previously voluntarily produced.
2	All figures based upon the quarterly numbers for January 1- March 31, 2013.
3	The Husband receives a monthly paycheck from XX, Inc. As of 5.20.13, XX Inc. was informed of its termination by a client who generated revenue of \$2,500.00 per month to the company due to the governmental closure of the Venezuelen exchange. This loss has not yet been factored into these calculations and will be considered at the next quarterly review.
4	Attached as Exhibit A is the Transactions by Account prepared by the accountant reflecting the Husband's expenditures of the quarterly profits.
5	Attached as Exhibit B is the Quarterly Statement prepared by the accountant. The expenses for the Husband's benefit are denoted.
6	Income from Line 13 excluded from taxable income.
7	Husband is responsible for self-employment tax.
8	Husband is responsible for self-employment tax.
9	Majority of non-fixed expenses are based upon April 2013.
10	Husband currently pays 50% of the first mortgage. The total mortgage is \$2,792.92.
11	Husband currently pays the line of credit.
12	Wife currently pays the HOA of \$185.00 per month.
13	Husband paid through March of 2013 and averaged \$163.61 per month. In April of 2013, the Wife began paying this expense.
14	Wife pays.
15	Cellular telephone and Internet aircard.
16	Wife pays.
17	Includes all babycare products (diapers, wipes, etc)
18	Included in rent payment
19	Wife employs a housekeeper/nanny and pays for her services.
20	Contribution to rent and utilities for shared residence.
21	Expense for Wife's car, Husband's car, and extra car.
22	Husband pays Wife's car payment.
23	Husband pays Sunpass for Husband and Wife.
24	Wife employs a housekeeper/nanny and pays for her services.
25	Husband pays. Expense based on 10 monthly payments at \$584.00 and an annual registration fee of \$1,600.00.
26	Estimate
27	Required church collection at school.
28	Paid to school. Husband paid through March of 2013. Wife paid in April of 2013.
29	Items child requests (toys, items for school)
30	Wife pays allowance of \$20 per month to minor child.
31	Based on average expenditures of \$80.00 per weekend
32	Husband pays this expense.
33	50% of CVS expense (other 50% attributed to Husband's expenses).
34	Based on annual \$700.00 fee for summer camp.
35	Included in household supplies
36	Estimate. For items such as mask for minor child's respiratory issues.
37	Wife pays.
38	Already deducted from in "Present Monthly Deductions" section.

39	Estimate
40	Estimate
41	Based on \$900.00 annual dentist expenses, \$136.90 per month (50% of CVS expenses), 2 doctor visits per year at \$364.12 each for medical condition, and \$130.00 per month for medication for medical
42	Included in household items.
43	Based on bi-weekly haircuts (\$30.00) and quarterly massage (\$75.00)
44	Estimate
45	Gym membership and personal training sessions at gym.
46	CD motivational series
47	Estimate based on semi-annual vacations at \$2,000.00 each.
48	Estimate. Charitable donations.
49	Annual credit card membership fees and \$10 per month for fraud protection
50	\$400 expense for individual tax preparation
51	Card cancelled and minimum payments towards balance.
52	Card in use. Minimum payment is \$163.13.
53	Card in use. Minimum payment is \$29.00.
54	Card in use. Minimum payment is \$ 58.00
55	\$800.00 per month also paid to Wife in addition to expenses paid on her behalf.
56	Deficit met through incurrence of credit card debt.
57	As of 5.4.10
58	Signatory authority on accounts for estate planning purposes.
59	Estimate. Subject to appraisal.
60	Husband is the sole owner. XX, Inc. maintains the following bank accounts: Chase #X (\$100 balance as of 5.4.10); Chase #X (\$40 as of 5.4); Bank of America #X (\$371 as of 5.4.13)
61	Inactive.
62	Husband is the sole owner. XX, PA maintains a Chase account #XX (\$1221.52 balance as of 5.4.13).
63	50% interest with XX (non-party)
64	KBB report as of 5.4.13
65	KBB report as of 5.4.13
66	Estimate. Driven by Husband's father.
67	Based on approximate purchase price - contents of marital residence.
68	Estimate. Subject to appraisal.
69	Estimate. Subject to appraisal.
70	Estimate. Subject to appraisal.
71	Estimate. Subject to appraisal.
72	Wife receives statements.
73	As of 3.18.13
74	As of 1.12.13
75	As of 5.4.13
76	As of 5.4.13
77	As of 5.4.13
78	As of 5.4.13
79	No statements have been produced. Information based on a list Wife sent to Husband in 5.12
80	Loan from Husband's father to parties.
81	As of 4.13.13
82	Estimate.

3.4

**INSTRUCTIONS FOR FLORIDA SUPREME COURT APPROVED FAMILY LAW
FORM 12.947(a),
MOTION FOR TEMPORARY SUPPORT, TIME-SHARING, AND OTHER
RELIEF WITH DEPENDENT OR MINOR CHILD(REN) (11/15)**

When should this form be used?

This form may be used by:

(1) The respondent or the petitioner in a pending dissolution of marriage action. For you to use this form, a petition for dissolution of marriage must have already been filed. You should use this form to ask the court to award any of the following: temporary use of assets; temporary exclusive use of the marital home; temporary responsibility for liabilities/debts; temporary spousal support (alimony); temporary time-sharing schedule with minor child(ren); temporary child support; and other relief.

OR

(2) The petitioner in a pending action for support unconnected with dissolution. For you to use this form, a petition for support unconnected with dissolution of marriage must have already been filed. You should use this form to ask the court to award temporary spousal support (alimony) and/or temporary child support.

This form should be typed or printed in black ink. After completing this form, you should file the original with the clerk of the circuit court in the county where the petition for dissolution of marriage was filed and keep a copy for your records.

IMPORTANT INFORMATION REGARDING E-FILING

The Florida Rules of Judicial Administration now require that all petitions, pleadings, and documents be filed electronically except in certain circumstances. **Self-represented litigants may file petitions or other pleadings or documents electronically; however, they are not required to do so.** If you choose to file your pleadings or other documents electronically, you must do so in accordance with Florida Rule of Judicial Administration 2.525, and you must follow the procedures of the judicial circuit in which you file. **The rules and procedures should be carefully read and followed.**

What should I do next?

A copy of this form, along with all of the other forms required with this motion, must be mailed, e-mailed or hand delivered to the other party in your case. When you have filed all of the required forms, you are ready to set a hearing on your motion. You should check with the clerk, family law intake staff, or judicial assistant for information on the local procedure for scheduling a hearing. When you know the date and time of your hearing, you should notify the other party using a **Notice of Hearing (General)**, Florida Supreme Court Approved Family Law Form 12.923, or other appropriate notice of hearing form.

IMPORTANT INFORMATION REGARDING E-SERVICE ELECTION

After the initial service of process of the petition or supplemental petition by the Sheriff or certified

process server, the Florida Rules of Judicial Administration now require that all documents required or permitted to be served on the other party must be served by electronic mail (e-mail) except in certain circumstances. **You must strictly comply with the format requirements set forth in the Rules of Judicial Administration.** If you elect to participate in electronic service, which means serving or receiving pleadings by electronic mail (e-mail), or through the Florida Courts E-Filing Portal, you **must** review Florida Rule of Judicial Administration 2.516. You may find this rule at www.flcourts.org through the link to the Rules of Judicial Administration provided under either Family Law Forms: Getting Started, or Rules of Court in the A-Z Topical Index.

SELF-REPRESENTED LITIGANTS MAY SERVE DOCUMENTS BY E-MAIL; HOWEVER, THEY ARE NOT REQUIRED TO DO SO. If a self-represented litigant elects to serve and receive documents by e-mail, the procedures must always be followed once the initial election is made.

To serve and receive documents by e-mail, you must designate your e-mail addresses by using the **Designation of Current Mailing and E-mail Address**, Florida Supreme Court Approved Family Law Form 12.915, and you must provide your e-mail address on each form on which your signature appears. Please **CAREFULLY** read the rules and instructions for: **Certificate of Service (General)**, Florida Supreme Court Approved Family Law Form 12.914; **Designation of Current Mailing and E-mail Address**, Florida Supreme Court Approved Family Law Form 12.915; and Florida Rule of Judicial Administration 2.516.

Where can I look for more information?

Before proceeding, you should read General Information for Self-Represented Litigants found at the beginning of these forms. Words in **bold underline** in these instructions are defined there. For further information, see chapter 61, Florida Statutes, rule 12.285, Florida Family Law Rules of Procedure, and rule 1.610, Florida Rules of Civil Procedure.

Special notes

If you use paragraph 1.c. of this form to ask the court to enter a temporary injunction, the court may require you to post a **bond**.

With this form you must also file the following, if not already filed:

- **Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA) Affidavit**, Florida Supreme Court Approved Family Law Form 12.902(d), if this case involves a minor or dependent child(ren).
- **Notice of Social Security Number**, Florida Supreme Court Approved Family Law Form 12.902(j).
- **Child Support Guidelines Worksheet**, Florida Family Law Rules of Procedure Form 12.902(e), if you are asking that temporary child support be ordered. (If you do not know the other party's income, you may file this worksheet as soon as a copy of his or her financial affidavit has been served on you.)

The parties seeking relief shall serve a financial affidavit (Florida Family Law Rules of Procedure Form 12.902 (b) or (c)) and certificate of compliance (Florida Family Law Rules of Procedure Form 12.932) with the notice of hearing on the motion for temporary support and time-sharing.

Parenting Plan... If you have reached an agreement on either a temporary Parenting Plan or time-sharing schedule, either one of the following proposed temporary Parenting Plans or a time-sharing schedule,

Instructions for Florida Supreme Court Approved Family Law Form 12.947(a), Motion for Temporary Support, Time-Sharing, and Other Relief With Dependent or Minor Child(ren) (11/15)

signed by both parties, should be filed. **Parenting Plan**, Florida Supreme Court Approved Family Law Form 12.995(a), **Safety-Focused Parenting Plan**, Florida Supreme Court Approved Family Law Form 12.995(b), or **Relocation/Long Distance**, Florida Supreme Court Approved Family Law Form 12.995(c). If you have **not** reached an agreement, a proposed Parenting Plan or temporary time-sharing schedule may be filed for consideration by the Court.

Temporary Order... These family law forms contain a **Temporary Order for Support, Time-Sharing, and Other Relief with Dependent or Minor Child(ren)**, Florida Supreme Court Approved Family Law Form 12.947(b), which the judge may use. You should check with the clerk, family law intake staff, or judicial assistant to see if you need to bring it with you to the hearing. If so, you should type or print the heading, including the circuit, county, case number, division, and the parties' names, and leave the rest blank for the judge to complete at your hearing.

Nonlawyer... Remember, a person who is NOT an attorney is called a nonlawyer. If a nonlawyer helps you fill out these forms, that person must give you a copy of a **Disclosure from Nonlawyer**, Florida Family Law Rules of Procedure Form 12.900 (a), before he or she helps you. A nonlawyer helping you fill out these forms also **must** put his or her name, address, and telephone number on the bottom of the last page of every form he or she helps you complete.

IN THE CIRCUIT COURT OF THE _____ JUDICIAL CIRCUIT,
IN AND FOR _____ COUNTY, FLORIDA

Case No.: _____

Division: _____

Petitioner,

and

Respondent,

**MOTION FOR TEMPORARY SUPPORT, TIME-SHARING, AND OTHER
RELIEF WITH DEPENDENT OR MINOR CHILD(REN)**

The ____ Petitioner ____ Respondent requests that the Court enter an order granting the following temporary support:

{Complete all that apply}

1. Assets and Liabilities.

a. ____ Award temporary exclusive use and possession of the marital home. *{address}*

The Court should do this because: _____

b. ____ Award temporary use and possession of marital assets. *{Specify, without giving account numbers}*

The Court should do this because: _____

c. ____ Enter a temporary injunction prohibiting the parties from disposing of any marital assets, other than ordinary and usual expenses. *{Explain}* _____

The Court should do this because: _____

d. ____ Require temporary payment of specific marital debts. *{Explain without using account numbers}* _____

The Court should do this because: _____

2. Child(ren).

1. _____ Enter a temporary Parenting Plan with a time-sharing schedule for the parties' minor child(ren).

2. _____ Enter a temporary injunction prohibiting the parties from permanently removing the child(ren) from the jurisdiction of the Court.

The Court should do this because: _____

3. Support.

a. _____ Award temporary child support of \$ _____ per month.

b. _____ Award temporary spousal support/alimony of \$ _____ per month.

The Court should do this because: _____

4. Attorney's fees and costs.

a. _____ Award temporary attorney's fees of \$ _____.

b. _____ Award temporary costs of \$ _____.

The Court should do this because: _____

5. **Other Relief.** *{specify}* _____

6. A completed Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA) Affidavit, Florida Supreme Court Approved Family Law Form 12.902(d), is filed with this motion or has already been filed with the Court.

7. A completed Notice of Social Security Number, Florida Supreme Court Approved Family Law Form 12.902(j), is filed with this motion or has already been filed with the Court.

8. I request that the Court hold a hearing on this matter and grant the relief specifically requested and any other relief this Court may deem just and proper.

I certify that a copy of this document was () mailed () faxed and mailed () e-mailed () hand-delivered to the person(s) listed below on {date} _____.

Other party or his/her attorney:

Name: _____

Address: _____

City, State, Zip: _____

Fax Number: _____

Designated E-mail Address(es): _____

Signature of Party

Printed Name: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Fax Number: _____

Designated E-mail Address(es): _____

IF A NONLAWYER HELPED YOU FILL OUT THIS FORM, HE/SHE MUST FILL IN THE BLANKS BELOW:

[fill in all blanks] This form was prepared for the: {choose only one} () Petitioner () Respondent

This form was completed with the assistance of:

{name of individual } _____

{name of business} _____

{address} _____

{city} _____, {state} _____, {zip code} _____, {telephone number} _____

3.5

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

FAMILY DIVISION

IN RE: THE MARRIAGE OF : CASE NO. 12-017875 FC 16
MAURICIO CARO, :
Petitioner/Husband :
and :
SARA VELASQUEZ, :
Respondent/Wife. :

**WIFE'S MOTION FOR TEMPORARY PROFESSIONAL FEES
AND REQUEST FOR EXPEDITED HEARING**

The Wife, **SARA VELASQUEZ**, states:

1.0 The Wife is in need of and entitled to an award of temporary professional fees. The Husband has refused to contribute additional temporary professional fees to the Wife, necessitating Court intervention.

2.0 The parties are scheduled to attend a three-day trial commencing May 5, 2014. Pre-trial catalogues are due April 18, 2014. Depositions need to be taken. Extensive issues are before the Court concerning the parties' minor child, the Husband's refusal to provide adequate support to the Wife, the division of the marital estate, the Husband's desire to pull the minor child out of her current school, and potentially, the need for the Wife to relocate to her home country due to her lack of employability and reduction income-earning capabilities that were significantly compromised as a consequence of her brain tumor, extended series of brain surgeries, and the consequences to her health, her ability to continue to work as an architect, as well as restrictions in her daily living.

3.0 The Husband can well afford to pay an award of temporary fees and the Wife has the unquestionable need for such an award.

3.1 The Husband earns in excess of \$400,000.00 annually.

3.2 During the course of these proceedings, the Wife had to leave the workforce to undergo multiple surgeries and extensive hospitalization in the Intensive Care Unit, due to a brain tumor. She has been unable to return to work.

3.3 The Husband controls 100% of the parties' income.

3.4 The Husband also controls 100% of the parties' retirement and investment accounts.

3.5 The Wife barely survives on the limited spousal and child support provided by the Husband, which amounts to a tiny fraction of the Husband's income and the financial resources available to him.¹

3.6 The Wife has been required to borrow funds for her basic living expenses from friends and family appropriately sympathetic to the medical tragedy of her brain tumor, multiple surgeries, extensive hospitalizations, serious complications, ongoing pain, compromised function, and ongoing treatment by an extensive medical team. The Husband has been less so. In his recent motion to evade his court-ordered temporary support obligations pursuant to this agreement he seeks the Court's permission to remove their child from her beloved friends and

¹ Prior to the Wife's illness, the parties agreed at mediation -- and in anticipation of quickly returning to mediation -- that the Wife would receive \$3,000.00 per month for her rent, and \$3,000.00 per month for temporary spousal support. The Wife has been required to move twice since this temporary agreement was reached.

community at her long-attended private school where she receives specialized attention due to learning disabilities, and gratuitously disparage the Wife's brain tumor and treatment by summarizing her condition as merely an "alleged disability."

4.0 The Husband paid his predecessor counsel, a Florida Bar Board Certified Family Law Attorney, in excess of Forty-Four Thousand Dollars, (\$44,000.00), including nearly Twelve Thousand Dollars (\$12,000.00) in October of 2013, just before retaining his current counsel. His current counsel, also Board Certified, refuses to disclose how much she has been paid.

5.0 However, at a case management conference on December 5, 2013, the Husband refused to contribute additional fees to the Wife's counsel prior to the parties attending mediation (which had been delayed for more than a year as a consequence of the Wife's brain tumor and is now scheduled for February 21, 2014) based on a provision in the 2012 Order memorializing their temporary support arrangement, which required the parties to attend mediation before the Husband would be required to contribute additional fees for the benefit of the Wife. Although the Husband's position at that hearing was "a deal is a deal" regardless of the date the Order was entered, the Husband now refuses to pay private school fees for reenrollment and seeks to modify the terms of that same Order based purely on the passage of time and alleged financial circumstances. Respectfully, one is reminded of the old adage, "what's good for the goose..."

6.0 The Husband has also engaged in conduct that has unnecessarily increased the Wife's incurred and prospective professional fees, as set forth below.

6.1 The Wife had to seek Court intervention and incur the attendant fees to enforce the Husband's temporary fee payment pursuant to the very same agreement, which he failed

and refused to timely pay.

6.2 The Husband first agreed in writing and then at the last minute capriciously refused to sign the documents necessary for the Wife to travel with the child to Colombia to visit her maternal grandmother and extended family, requiring counsel to obtain and attend an emergency court hearing.

6.3 The Wife now is required to defend against the Husband's attempts to modify their temporary support agreement and remove their child from her school. She must now seek his compliance with the temporary support order requiring him to pay for their child's school related costs on the eve of mediation and practically on the eve of trial. His actions run counter to the Wife who, to preserve the parties' income and marital estate, had previously elected to patiently wait until mediation to seek the additional professional fees she needs to pay counsel for services already performed and services that need to be performed as this matter proceeds. In the same spirit, she had previously elected to wait until the May 2014 Final Hearing to bring her inadequate support to the Court's attention, rather than incurring professional fees to handle it on an *ad hoc* basis so close to trial. Clearly, the Husband does not share the Wife's goal, and would rather pay his income to his law firm than for his child's private school education.

6.4 The Husband's counsel has refused to provide documentation reflecting the amount the Husband has paid in fees to her firm during her five-month tenure in this case, necessitating the issuance of a formal Subpoena and the attendant fees and costs associated with same. The Husband has taken this position after the Wife offered to sign releases for all of her medical professionals to provide her personal medical records to the Husband and his counsel,

without the necessity of a Subpoena. She further offered to authorize all of her medical professionals to participate in a joint conference with the attorneys for both parties, rather than require the Husband to pay the exorbitant fees typically associated with the attendance of medical professionals at depositions and hearing. Here again, the Husband demonstrates that he operates under a different set of rules than he applies to the Wife.

7.0 The Husband should be required to provide reasonable temporary professional fees suit monies, and costs to the Wife so she may pay the fees she already owes her counsel and pay for her counsel to adequately prepare for the Final Hearing commencing May 3, 2014 and the hearing on the Husband's Motion to Adjudicate Middle School Placement for Minor Child and for Related Relief on April 30, 2014. The most fundamental principles of equity require this.

8.0 The Wife has been required to incur attorney fees and costs necessitated by the filing of this instant motion. The Husband should therefore be made to bear the costs associated with the preparation and presentation of this Motion.

WHEREFORE, the Wife, Sara Velasquez, respectfully requests that this Honorable Court grant the within Motion and issue an Order that awards the Wife temporary professional fees and costs and any other relief the Court deems just and equitable.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via email this 18th day of February, 2014 to: Dori Foster-Morales, Foster-Morales Sockel-Stone, Museum Tower – Penthouse II, 150 West Flagler Street, Miami, FL 33130 at service@fostermorales.com.

Respectfully submitted,

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By: Christo Cossio
for Richard J. Preira #BN 91859

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Litigation Budget for Pending Matters

We divide our cases into several phases:

1. Consultation and Pleading Stage
2. Pre-Trial Discovery and Depositions
3. Temporary Relief
4. Mediation
5. Final Hearing

We will periodically prepare a budget estimate for your case to cover either a period of time or a specific project in one of the phases due to the enormity of the project. We will list each task that comprises the project as a separate line item, with an estimated range of legal fees and costs and request that you approve our estimate.

There is an inherent difficulty in forecasting legal expenses with any degree of accuracy. It is quite possible that your legal fees could be substantially more or less than this estimate. This budget projection does not represent any form or guarantee or assurance of a maximum fee, or that the legal fees will not exceed the projected amounts, nor does it represent a guarantee of assurance of any particular outcome. We can budget for those parts of a case we have control over; however, the opposing party, judge, or unforeseen circumstances may cause us to exceed the budget.

In order to complete the foregoing, we need to review the case file, formulate an action plan, and compose it into a useful budget. That kind of planning has benefits to you so we bill you for that time.

Project: Simmons: Preparation for and Attendance at Hearing on Motion for Attorney Fees

Schedule of Professionals and Rates

Professional	Rate
Zac Efron (ZE)	525.00
Seth Rogen (SR)	375.00

Projection

Project	HOURS (Estimate)	ATTY
HEARING – MOTION FOR FEES		
<ul style="list-style-type: none"> • Travel and Attend Hearing 	2.5 each	ZE/SR
<ul style="list-style-type: none"> • Hearing Preparation <ul style="list-style-type: none"> • Opening Statement and Examination Preparation • Exhibit Preparation • Conference with Client • Conferences with Expert Witness (optional) 	1.0 3.0	ZE SR

<ul style="list-style-type: none"> • Telecons and Correspondence with Opposing Counsel 		
DOCUMENT PREPARATION AND LEGAL RESEARCH <ul style="list-style-type: none"> • Motion • Memoranda of Law for Judge • Legal Research (already completed) • Decisional Law Memo (already completed) • Settlement Letter 	1.0 2.0 3.0 2.0 .5	SR SR SR SR SR
DEPOSITION – FRANCO (limited issue, records only) SR: <ul style="list-style-type: none"> • Prepare Subpoena for fee and case records *If counsel’s deposition is scheduled, additional time will be incurred to appear at deposition. *We can discuss whether there is a benefit to taking Ms. XX deposition.	.3	SR
EXPERT WITNESS (optional) Attorney to testify as to reasonableness of fees	N/A	
COSTS: Court Reporter Attendance, Parking, Fixed Rate costs enumerated in retainer	100.00	

Professional Estimated Total Time	Hours	Fees
Zac Efron (ZE)	3.5 @\$225.00	1,837.50
Seth Rogen (SR)	14.3@\$375.00	5,362.50
Projected Costs		100.00
Less Work Already Completed	5.0@\$375.00	(1,875.00)
TOTAL PROJECTED FEES AND COSTS		\$5,425.00

Client Signature: _____

Date _____

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

FAMILY DIVISION

IN RE: THE MARRIAGE OF : CASE NO.
XX, : FL BAR NO.
Petitioner/Wife, :
and :
XX, :
Respondent/Husband. :

**WIFE'S MINIMUM PROSPECTIVE AND INCURRED ATTORNEYS' FEES, SUIT
MONIES AND COSTS AND NOTICE OF FILING BILLS**

The Petitioner/Wife, XX ("Wife"), has incurred attorneys' fees and costs in the amount of _____ through _____. The billing statements dated _____ are attached hereto as Composite Exhibit "A."

It is anticipated that the following prospective attorneys' fees, suit monies and costs will be incurred in the representation of the Wife in this matter, through the conclusion of the Final Hearing. Insofar as discovery is ongoing in this matter, additional fees and costs may be incurred as additional information is received.

Attorneys' fees are billed at the rate of \$ _____ per hour, pursuant to the retainer agreement executed by the Wife. This schedule includes attorneys' fees and costs that have already been incurred by the Wife through _____.

TASK		
I. DEPOSITIONS		
Wife-attend	8.0	
Husband – prepare for and take deposition at 2 sittings at 4 hours preparation each, 8 hours for each deposition	24.0	
Forensic accountants – prepare for and take C. Farah before temporary support hearing and trial, attend Garber before trial at 4 hours to prepare for Farah and 4 hours for each deposition	20.0	
Records Custodians and Non-Party Witnesses –		
TOTAL DEPOSITION TIME		
II. MEDIATION – prepare for and attend		
III. CONFERENCES		
With Client (including trial prep.)		
With Others (including forensic accountant)		
TOTAL CONFERENCES		
IV. HEARINGS		
Motion Calendars		
Special – Set Hearings		
TOTAL HEARINGS		

V. MISCELLANEOUS		
Review Documents		
Additional Discovery Requests		
Correspondence		
Telephone Conferences		
Prepare Pre-trial Catalog		
TOTAL MISCELLANEOUS		
VI. FINAL HEARING		
Prepare		
Attend		
TOTAL FINAL HEARING		
<i>TOTAL MINIMUM PROSPECTIVE HOURS</i>		
<i>TOTAL TEMPORARY FEES ANTICIPATED</i>		

COSTS		<i>TOTALS</i>
PHOTOCOPIES/FACSIMILES/POSTAGE		
COURT REPORTER/TRANSCRIPTS		
WITNESS FEES/PROCESS SERVER		
<i>TOTAL COSTS</i>		

The total prospective temporary attorneys' fees and costs sought by the Wife at this time, is _____ . An additional \$ _____ is sought by the Wife for fees and costs already incurred in the representation of the Wife. The total award of temporary fees and costs sought by the Wife is therefore \$ _____ .

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was forwarded via facsimile and via U.S. Mail this _____ day of __ to: _____

Respectfully submitted,

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

IN RE: THE MARRIAGE OF : FAMILY DIVISION
GEILAN MAHMOUD MOHAMED : CASE NO. 2015-009357 FC 33
HANAFY SAHMOUD, :
 : FLA. BAR NO. 316857
Petitioner/Wife :
and :
GAMAL MARWAN, :
Respondent/Husband, :

**DECISIONAL LAW TO BE RELIED UPON BY WIFE AT JULY 6, 2015 HEARING ON
WIFE'S MOTION PROFESSIONAL FEES AND COSTS**

The Petitioner/Wife, GEILAN MAHMOUD MOHAMED HANAFY SAHMOUD ("Wife"), submits the following decisional law to be relied upon at the July 6, 2015 hearing on the *Wife's Motion Professional Fees and Costs*.

1. A TRIAL COURT SHOULD AWARD THE FULL AMOUNT OF TEMPORARY ATTORNEY FEES THE WIFE SEEKS IN ORDER TO ACCOMPLISH THE PURPOSE OF §61.16, FLA.STAT.

1.1 Tendrich v. Tendrich, 544 So.2d 229 (Fla. 3d DCA 1989)

At the hearing below the \$95,000 amount supported by the wife's expert was not seriously challenged as to reasonableness, although the wife's expert was cross-examined. No opposing expert testimony was offered. The husband's objection was grounded on lack of ability to pay. The \$20,000 amount awarded was less than amounts previously billed by the wife's counsel and accountant. Although the General Master found that the husband has a temporary, serious cash flow problem, the Master also found that the husband projects a positive cash flow of \$700,000 to \$1,000,000 by the end of 1989. While the husband has substantial indebtedness, he also has substantial assets. In light of the admonition in *Nichols* that each spouse have a similar ability to secure competent legal counsel, and in light of the importance of having a reasonable opportunity to prepare for a final hearing, we

conclude on this record that it was an abuse of discretion to reduce the award for attorney's fees, suit money and costs below the level requested by the wife. That interim order is therefore reversed.

2. THE HUSBAND HAS AN OBLIGATION TO PAY THE WIFE'S TEMPORARY PROFESSIONAL FEES EVEN IF SHE HAS THE ABILITY TO CONTRIBUTE TO HER OWN FEES WHEN HER FINANCIAL POSITION IS INFERIOR TO THE HUSBAND

2.1 *Schechter v. Schechter*, 109 So.3d 833 (Fla. 3d DCA 2013)

We cannot, however, approve of the trial court's decision to terminate Mr. Schechter's temporary attorney's fees obligation [to the Wife and her counsel].

Any determination regarding an award of attorney's fees in a dissolution proceeding "begins with section 61.16 [of the Florida Statutes]", *Rosen*, 696 So.2d at 699, which provides that a "court may from time to time, after considering the financial resources of both parties, order a party to pay a reasonable amount for attorney's fees, suit money, and the cost to the other party of maintaining or defending any proceeding under [chapter 61]". § 61.16, Fla. Stat. (2012).

Because the purpose of this statute is to "ensure that both parties will have a similar ability to obtain competent legal counsel," and "assure that one party is not limited in the type of representation he or she would receive because that party's financial position is so inferior to that of the other party," it neither is "necessary that one spouse be completely unable to pay attorney's fees for the trial court to require the other spouse to pay those fees," nor should one spouse be required to diminish his or her share of a distribution, to receive a temporary fee award. *Rosen*, 696 So.2d at 699 (quoting, in part, *Standard Guar. Ins. Co. v. Quanstrom*, 555 So.2d 828, 835 (Fla.1990)); *Canakaris*, 382 So.2d at 1197; *Cullen v. Cullen*, 884 So.2d 304, 306 (Fla. 2d DCA 2004) ("It is not necessary that one spouse be completely unable to pay attorneys' fees for the circuit court to require the other spouse to pay them. The purpose of an attorneys' fee award under section 61.16, Florida Statutes ... is to ensure that both parties will have a similar ability to obtain competent legal counsel.") (citation omitted); *Giovanelli v. Giovanelli*, 654 So.2d 154, 155 (Fla. 4th DCA 1995) ("The principle criterion for an award of attorney's fees in a marital case

is the relative financial resources of the parties. Moreover, it has been pronounced that the award of attorney's fees is proper to avoid an inequitable diminution of the fiscal sums granted ... in those proceedings.") (citations omitted); *Askegard v. Askegard*, 584 So.2d 47, 49 (Fla. 1st DCA 1991) ("To avoid an inequitable diminution of funds, the trial court was free to award attorney's fees.").

In short, legally and equitably, Mrs. Schecter is entitled to receive temporary attorney's fees and costs, unless, that is, Mr. Schecter can demonstrate that consideration of the financial resources of both parties or some other equitable imperative mandates termination of those payments.

2.2 **Weasel v. Weasel**, 421 So.2d 749 (Fla. 4th DCA 1982)

Appellant's wealth was apparently the cause of her demise in the trial court, as her financial affidavit reflected assets in excess of \$2,000,000, notwithstanding allusions to her husband's excessive wealth in comparison. We use the word "allusions" because the trial judge stopped the testimony before there was any evidence of appellee's wealth. Appellee neither filed a financial affidavit nor appeared at the hearing. His counsel informed the trial court that his client was financially able to provide support. The trial judge suddenly halted the testimony, apparently convinced that if appellant desired to maintain the standard of living set for her by appellee, she could sell her capital assets. While appellant's apparent life style may be overwhelming to most people, she was entitled to her day in court, and it was denied her. Accordingly, we reverse the trial court's order and remand the cause with directions to order such amount of temporary alimony, nunc pro tunc July 1, 1981, as the application of *Belcher* and *Vickers* to the relevant facts herein require and to award temporary attorney's fees as requested on appeal and suit money in a reasonable amount as the testimony taken establishes.

3. THE HUSBAND'S TACTICAL OBSTRUCTION TO THE WIFE'S MOTION SHOULD NOT BE COUNTENANCED BY THE COURT, AS THE COURT HAS WIDE DISCRETION TO ACHIEVE EQUITY

3.1 Wechsler v. Wechsler, 8 Misc.3d 328, 797 N.Y.S.2d 84 (2005)

The Court of Appeals and especially the Appellate Division of this Department have recognized the mischief achieved in divorce actions when the nonmonied spouse, who cannot pay attorney's fees on an on-going basis, is denied applications for interim fees along the way. *Frankel v. Frankel*, 2 N.Y.3d 601, 781 N.Y.S.2d 59, 814 N.E.2d 37 (2004); *Gober v. Gober*, 282 A.D.2d 392, 724 N.Y.S.2d 48 (1st dept., 2001); *Charpie v. Charpie*, 271 A.D.2d 169, 710 N.Y.S.2d 363 (1st dept.2000); see also: *Acito v. Acito*, 10 A.D.3d 623, 781 N.Y.S.2d 621 (2nd dept.2004); *Waldeck v. Waldeck*, 138 A.D.2d 373, 525 N.Y.S.2d 656 (2nd dept.1988).

Interim legal fees may be necessary so that "the matrimonial scales of justice are not unbalanced by the weight of the wealthier litigant's wallet." *O'Shea v. O'Shea*, 93 N.Y.2d 187, 689 N.Y.S.2d 8, 711 N.E.2d 193 (1999).

It is important to note that while defendant seeks to place a restriction on plaintiff's ability to pay her experts and her attorneys as this case proceeds, he feels no such compunction to restrict himself.

In short, this case presents a quintessential scenario, which concerns both trial and appellate courts, about the outcome a divorce litigation being influenced by one party's greater ability to bankroll it.

3.2 Weissman v. Braman, 132 So.3d 327 (Fla. 4th DCA 2014)

Weissman testified at the hearing that the husband was charged and paid \$206,447.50 for legal services and costs between September 14, 2012 and November 29, 2012. Weissman testified that the source of payment was the husband's father through the use of a credit card. Weissman also testified that the husband was periodically repaying the husband's father from an unknown source of liquid funds. At a prior deposition of the husband, however, the husband identified a joint marital savings account as the source of his ongoing reimbursements to his father.

Following the temporary fee hearing, the trial court made the following written findings of fact: The Husband used the remaining \$400,000 or so of liquid marital assets to pay his own expenses, and exorbitantly high fees to his dissolution of marriage lawyers and experts, (\$311,908 from September 14, 2012 to the date of hearing December 10, 2012). The Husband paid these professional fees via a scheme involving payments to his attorney using his father's credit cards, and cash repayment from marital funds to his father. The Husband says he has only \$6,240.00 of the marital assets left.

During the course of the hearing, the trial court may have become concerned and even alarmed from the evidence presented. Indeed, the trial court may have quite reasonably suspected that the husband had engaged in tactics to minimize his ability to pay the wife's attorney's fees and costs.

3.3 **Rosen v. Rosen**, 696 So.2d 697 (Fla. 1997)

We resolve this conflict by pointing out that proceedings under chapter 61 are in equity and governed by basic rules of fairness as opposed to the strict rule of law. *See* § 61.011, Fla.Stat. (1995) ("Proceedings under this chapter are in chancery."). The legislature has given trial judges wide leeway to work equity in chapter 61 proceedings. *See, e.g.*, § 61.001, Fla.Stat. (1995). Thus, section 61.16 should be liberally-not restrictively-construed to allow consideration of any factor necessary to provide justice and ensure equity between the parties.

4. THE COURT MAY ACCESS ANY ASSETS, EVEN IF THE HUSBAND ALLEGES THEY ARE NON-MARITAL, IN ORDER TO PROVIDE THE WIFE TEMPORARY PROFESSIONAL FEES

4.1 **Chandler v. Chandler**, 624 So.2d 855 (Fla. 4th DCA 1993)

The trial court failed to award the wife her full attorney's fees even though the husband's financial picture was superior to the wife's. While their income was similar, the husband's non-marital assets vastly exceeded those of the wife and may be taken into consideration when establishing ability to pay attorney's fees.

4.2 **Wrona v. Wrona**, 592 So.2d 694 (Fla. 2nd DCA 1991)

The trial court may require the parties to use nonmarital assets to pay the litigation expense if it determines that the marital assets

must be protected for the benefit of the children or as a source of alimony.

4.3 **Bagley v. Bagley**, 720 So.2d 582 (Fla. 4th DCA 1998)

In considering a request for attorney's fees, it is appropriate for the court to consider the wife's need for assistance to prevent the inequitable diminution of her share of the equitable distribution. *See Kendall v. Kendall*, 677 So.2d 48 (Fla. 4th DCA 1996). In addition, the court can look to the nonmarital assets as well as the parties' income-earning abilities in considering the financial resources of the parties under section 61.16. *See id.*

In this case, while the trial court appropriately considered income-earning abilities of the parties, it failed to consider the nonmarital assets of the parties. Here, the appellee's nonmarital assets vastly exceeded those of the appellant and should have been taken into consideration when establishing ability to pay attorney's fees. *See Chandler v. Chandler*, 624 So.2d 855 (Fla. 4th DCA 1993).

5. THE HUSBAND'S DECISION TO BORROW FUNDS TO PAY HIS LEGAL PROFESSIONALS DOES NOT MITIGATE AGAINST A FINDING HE HAS AN ABILITY TO PAY AN AWARD OF TEMPORARY PROFESSIONAL FEES

5.1 **Stowell v. Stowell**, 604 So.2d 940 (Fla. 4th DCA 1992)

The husband claimed that he borrowed \$30,000 from his girlfriend to pay his first attorney and paid his second attorney \$15,000.

The husband argues that the trial court abused its discretion when it awarded temporary attorney's fees to the wife. He claims that the evidence adduced below clearly demonstrates that he lacks the ability to pay, notwithstanding the wife's need for the fees. He also asserts that the wife obviously did not lack resources to obtain comparable legal representation.

The purpose of section 61.16, Florida Statutes, is to ensure that both parties will have a similar ability to secure competent legal counsel. *Canakaris v. Canakaris*, 382 So.2d 1197 (Fla.1980). It is not necessary that one spouse be completely unable to pay attorney's fees in order for the trial court to require the other

spouse to pay attorney's fees. *Id.* at 1205. The proper inquiry is whether one spouse has a need for suit money and the other has the ability to pay. *Robbie v. Robbie*, 591 So.2d 1006, 1009 (Fla. 4th DCA 1991). We find competent, substantial evidence to support the trial court's findings and hold that under the *Canakaris* standard, the trial court did not abuse its discretion. Accordingly, we affirm.

5.2 **Rogers v. Rogers**, 824 So.2d 902 (Fla. 3d DCA 2002)

When determining a party's ability to pay and a party's need for attorney's fees and costs, the general rule is that the trial court may only consider the "financial resources of the parties and not the financial assistance of family or friends." An exception to this general rule is that income can be imputed based on gifts if the gifts are continuing and ongoing, not sporadic, and where the evidence shows that the gifts will continue in the future. *Vorcheimer v. Vorcheimer*, 780 So.2d 1018, 1019 (Fla. 4th DCA 2001) (holding that income should not be imputed "absent evidence that the payment would continue in the future"); *Ordini v. Ordini*, 701 So.2d 663, 666 (Fla. 4th DCA 1997)(holding that "provisions of chapter 61 are broad enough to include regular gifts in determining income for purposes of child support"); *Cooper v. Kahn*, 696 So.2d 1186, 1188 (Fla. 3d DCA 1997)(holding that trial court did not err in imputing income to wife for purposes of child support "based on the continued monthly payment of [wife's] living expenses" by wife's mother).

6. THE WIFE SHOULD NOT BE REQUIRED TO DIMINISH OR DEplete HER FUNDS IN ORDER TO RECEIVE A TEMPORARY FEE AWARD WHEN HER FINANCIAL POSITION IS INFERIOR TO THE HUSBAND

6.1 **Byers v. Byers**, 910 So.2d 336 (Fla. 4th DCA 2005)

The trial court also abused its discretion in failing to award former wife temporary attorney's fees. Based on the parties' disparate earning potential and the fact that former wife had to invade her capital assets in order to sustain her daily living requirements, former husband clearly had the ability to pay and former wife had a need for temporary relief. *See Rosen v. Rosen*, 696 So.2d 697 (Fla.1997).

6.2 **Cullen v. Cullen**, 884 So.2d 304 (Fla. 2d DCA 2004)

The circuit court denied Mrs. Cullen's prayer for attorneys' fees because she "has indicated an ability to pay her own attorneys fees[.]" This conclusion was based on the court's observation that Mrs. Cullen had, in fact, paid fees to attorneys during the litigation. Evidence in our record reflects that she did so by depleting her assets. *See Kendall v. Kendall*, 677 So.2d 48, 49 (Fla. 4th DCA 1996) (observing that spouse's need of assistance to prevent inequitable diminution of her share of equitable distribution is valid consideration on attorneys' fees entitlement).

Moreover, the mere fact that a party has paid fees, or has some ability to pay fees, does not control. It is not necessary that one spouse be completely unable to pay attorneys' fees for the circuit court to require the other spouse to pay them. *Rosen v. Rosen*, 696 So.2d 697, 699 (Fla.1997). The purpose of an attorneys' fee award under section 61.16, Florida Statutes (2002), is to ensure that both parties will have a similar ability to obtain competent legal counsel. To do so, the court must look to each spouse's need for suit money versus each party's respective ability to pay. *Id.*

6.3 **Robbie v. Robbie**, 591 So.2d 1006 (Fla. 4th DCA 1991)

In this case, wife asked for \$29,475 in fees. Her attorney testified that \$5,195 had been billed already, with over \$2,700 of that billing still owed. Even more stark is the husband's own implicit concession that he is budgeting a personal litigation fund of not less than \$2,000 per month-with the passage of time, a sum now approaching \$20,000. Yet the judge awarded only \$3,500 in fees, which-if it is to be the only interim allowance-effectively leaves her with less than \$800 to prepare for trial and for trial itself. Comparing the husband's monthly income of well over \$15,000 with his wife's monthly income of \$83, we do not see how this particular allowance comes even close to equalizing the parties' access to legal services.

6.4 **Suarez v. Suarez**, 373 So.2d 716 (Fla. 2d DCA 1979)

Here, the record affirmatively demonstrates that the husband's financial position is more than comfortable so that he can easily pay for both his and his former wife's attorneys. On the other hand, the wife has no ready funds available and would have to deplete

her meager savings in order to pay a lawyer to handle proceedings...Accordingly, we reverse the court's denial of attorney's fees to the wife and remand the case with directions that it award a reasonable fee.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was electronically served in compliance with Rule 2.516(a) and Administrative Order 13-49 through Florida Courts E-filing Portal this 6th day of June, 2015: Maurice Kutner, Esquire, Kutner and Associates, 11th Floor – Courthouse Tower, 44 West Flagler Street, Miami, Florida 33130, E-mails: MJKutner@KutnerFamilyLaw.com, E-Service@KutnerFamilyLaw.com, and ASabatino@KutnerFamilyLaw.com, and Julio C. Vigil, Ph.D. and Laura Vigil, Ph.D., Co-Guardians Ad Litem, Therapeutic Horizons, 5803 N.W. 151st Street, Suite 203, Miami Lakes, Florida 33014, E-mails: drvigil@therapeutichorizons.com; drlaura@therapeutichorizons.com and sol@therapeutichorizons.com.

Respectfully submitted,

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By: 
Richard J. Preira

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IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT IN AND
FOR DADE COUNTY, FLORIDA
FAMILY DIVISION

CASE NO. 92-62628

IN RE: THE MARRIAGE OF)
)
SHIRLEY DIAZ,)
)
Petitioner/Wife,)
)
and)
)
JACINTO DIAS,)
)
Respondent/Husband.)
-----)

Dade County Courthouse
73 West Flagler Street
Miami, Florida 33130
Friday, March 11th, 1993
2:05 p.m.

The above-entitled cause came on for
hearing before the General Master Mitchell M. Goldman
taken before Beverly Bourlier James, Registered
Professional Reporter and Notary Public in and for
the State of Florida at Large.

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APPEARANCES:

CYNTHIA GREENE, ESQUIRE
Elser, Greene and Hodor
44 West Flagler Street
Miami, Florida 33130
on behalf of the Petitioner/Wife.

ANA MARIA POLO, ESQUIRE
2121 Ponce de Leon Boulevard
Suite 240
Coral Gables, Florida 33134
on behalf of the Respondent/Husband.

ALSO PRESENT:

Jacinto Dias
Shirley Dias

I N D E X

WITNESS DIRECT CROSS REDIRECT RECROSS

(For the Wife)

SHIRLEY DIAS 3 15

(For the Husband)

JACINTO DIAS 29 36

1 (Thereupon, the witnesses were duly
2 sworn.)

3 GENERAL MASTER: Okay, this is what?

4 MS. GREENE: We are here on the wife's
5 motion for temporary support, your Honor. I believe
6 we have probably reserved an hour, so I'm prepared to
7 just begin presenting the testimony.

8 GENERAL MASTER: Whatever you want to do,
9 I'm here.

10 MS. GREENE: Then I would ask to call the
11 wife.

12 THEREUPON:

13 SHIRLEY DIAS

14 called as a witness on her own behalf herein, having
15 been previously duly sworn, was examined and
16 testified as follows:

17 DIRECT EXAMINATION

18 BY MS. GREENE:

19 Q. State your name, please?

20 A. Shirley Dias.

21 Q. Shirley, how long have you been married?

22 A. Up to now, 11 and a half years.

23 Q. Have you any children?

24 A. Yes, two.

25 Q. How old are they?

1 A. My daughter is ten and my son is six.

2 Q. Are you employed?

3 A. No.

4 Q. When is the last time in -- how long were
5 you married?

6 A. 11 and a half years.

7 Q. When is the last time in 11 and a half
8 years that you've been employed on a full-time basis?

9 A. Never.

10 Q. When is the last time in 11 and a half
11 years that you've been employed on a part-time basis?

12 A. Never.

13 Q. Who has paid all of your bills, all of
14 your expenses, all of the children's bills and all of
15 the children's expenses for the last 11 and a half
16 years?

17 A. My husband.

18 Q. Where do you presently live?

19 A. At 7541 Southwest 174th Street.

20 Q. Is that a home?

21 A. Yes, it is.

22 Q. Who owns it?

23 A. My husband and I.

24 Q. Is there a mortgage?

25 A. Yes, it is.

1 Q. What is the monthly amount of that
2 mortgage?

3 A. Right now, it's about \$2,300 a month,
4 approximately.

5 Q. Right now, who pays the mortgage?

6 A. My husband.

7 Q. Does he pay it directly or provide you
8 money with which to pay it?

9 A. No, he pays it directly.

10 Q. Other than paying the mortgage, what does
11 the husband provide you directly for your expenses
12 and the expenses of your two children?

13 A. Each month he gives me two checks, one is
14 in the amount of \$708.16, which pays my car payment,
15 and the second check is for \$1,500 per month, which
16 is written on the bottom living expenses for a month.
17 That's it.

18 Q. So, let's talk about \$1,500 per month
19 that you are receiving for your living expenses.

20 How much of that 1,500 do you use to pay
21 your electric bill; what is your electric bill per
22 month average?

23 A. Average, about \$250 a month.

24 Q. So, that leaves 1,250.

25 How much is your water bill?

1 A. An average of \$56 a month.

2 Q. That leaves 1,194.

3 How much is your telephone?

4 A. Approximately 360.

5 Q. Why is your telephone bill so high?

6 A. Because the grandparents of my children
7 don't live in Miami. My parents live in Texas,
8 that's where I'm originally from, we have no family
9 here, and my husband's family lives in Brazil. So,
10 you know, keep in touch with the family.

11 Q. Now, in addition to the telephones, you
12 pay for a cellular phone?

13 A. Yes, I do.

14 Q. What does that cost per month?

15 A. \$140.

16 Q. So, we now have 754 left.

17 How much is the base cost on that
18 cellular phone?

19 A. It's approximately 120 per month.

20 Q. So, the other 20 is calls?

21 A. Yes.

22 Q. Why do you have a cellular phone?

23 A. I have a cellular phone because my
24 children, if they have an accident at school and I'm
25 not at home, there is no one else that lives in my

1 home, just myself and my two children, so they have
2 to get in touch with me and they are always calling,
3 they are always sick or they have their private tutor
4 can't make it or whatever. I basically have that
5 phone for my children.

6 Q. So, we are down, let's see, out of the 15
7 we started with, we are down to 754.

8 How much is your lawn and pool care?

9 A. Approximately, together, \$220 a month.

10 Q. Down to 534.

11 How much is your cable?

12 A. \$95 a month.

13 Q. How much do you spend on food for you and
14 your two children?

15 A. \$600 month.

16 Q. Oops, we are out of money, Shirley.

17 How have you been making ends meet if
18 that's all you are able to pay for from what your
19 husband has been giving you?

20 A. Because I've been using hurricane damage
21 money for that. They paid for dwelling damage and
22 I've been living on that.

23 Q. When did you and your husband separate?

24 A. One year ago.

25 Q. About what?

1 A. April of '92.

2 Q. Now, when you separated in April of 1992,
3 how did your husband provide for you right then at
4 that time of separation?

5 A. Well, I would write, as always, as I
6 always have, write the checks to pay the bills and he
7 would deposit the money in my account, because our
8 household account is only in my name and I paid all
9 the bills, wrote out all the checks for the bills.

10 Q. You'd just write checks and your husband
11 would deposit funds in the account to cover them?

12 A. That's correct.

13 Q. I'm going to show you a series of
14 documents which are bank account statements on your
15 checking account for the months of December, '91,
16 January, '92, February, '92, March of '92 and April
17 to May of '92, just at the time of separation. I'd
18 like you to tell General Master Goldman the monthly
19 amounts of funds deposited into that account by your
20 husband.

21 A. Right. The month from January, '91 --
22 excuse me, from December, '91 to January, '92, the
23 deposit was \$8,700.

24 From January, '92 to February, '92, he
25 deposited \$10,100. This is a household account.

1 February, '92 to March, '92, \$9,950.

2 March, '92 to April, '92, which was the
3 month he left the house, \$7,625.

4 And then April, '92 to May, '92, \$6,800.

5 And then May, '92 to June, '92, \$7,200.

6 MS. GREENE: And while we are at it,
7 Judge, we would -- I'm sorry, I don't have a copy,
8 let me show it to counsel.

9 MS. POLO: Here you go.

10 GENERAL MASTER: Wife's One. This is a
11 composite?

12 MS. GREENE: Yes, your Honor.

13 (Thereupon, the documents were marked as
14 Wife's Composite Exhibit Number One.)

15 BY MS. GREENE:

16 Q. So, the sum of \$38,975 was deposited into
17 your household account in the first six months of
18 1992?

19 A. Yes, uh-huh.

20 Q. You didn't earn any of that money, did
21 you?

22 A. No.

23 Q. While we are at it, your husband's
24 financial affidavit reflects that he claims to earn
25 \$5,920 a month, is that true?

1 A. Of course not.

2 Q. Now, did there come a time when your
3 husband stopped putting the average of almost \$40,000
4 in six months in your account?

5 A. Yes. When he abandoned us and left for
6 Brazil for two months, didn't pay anything. I didn't
7 pay the house payment, the mortgage. We didn't know
8 where he was, but everyone was calling me saying that
9 he does not come back to Miami or the United States,
10 he's staying in Brazil, which came from him telling
11 everybody in Brazil that and they came and told me
12 because we had no idea where he was.

13 Q. Well, what did he pay during those
14 months?

15 A. Nothing, zero.

16 Q. And for how long did he pay zero?

17 A. Two months. When he decided to, you
18 know, swoop back in here.

19 Q. When did he come back?

20 A. January, the third week in January.

21 Q. Which is '93?

22 A. Yes.

23 Q. And what did you do to meet your expenses
24 and your children's expenses?

25 A. Well, I've used -- I've paid everything

1 with insurance money. Thank God for this hurricane.

2 Q. I want you to tell Mr. Goldman about your
3 lifestyle. What does your husband do for a living?

4 A. He is a money market -- I don't know,
5 money exchange, money exchange person.

6 Q. Now, Mr. Dias has claimed income of
7 \$5,900 a month. Did you happen to own a \$78,000
8 boat?

9 A. Yes.

10 Q. What kind of boat was it, tell the Court.

11 A. It was a brand new Wellcraft Cruiser, 29
12 foot.

13 Q. Was that your only boat?

14 A. No, we also have a 15 foot Boston Whaler.

15 Q. How was the Wellcraft boat paid for?

16 A. In cash.

17 Q. Was there a --

18 GENERAL MASTER: How much was that boat?

19 THE WITNESS: \$78,000.

20 BY MS. GREENE:

21 Q. How do you know it was \$78,000?

22 A. Well, because, you know, I saw -- I went
23 with him to buy it. I saw the title, the title was
24 in his name.

25 Q. Was that boat damaged during the

1 hurricane?

2 A. Yes, it was.

3 Q. Do you know --

4 A. It was totally demolished.

5 Q. Do you know whether insurance proceeds
6 were paid?

7 A. Yes, it was.

8 Q. Do you know to whom they were paid?

9 A. To Jacinto.

10 Q. Is that your husband?

11 A. Yes.

12 Q. Do you know how much?

13 A. I'm not sure, but I think about \$56,000.

14 Q. Now, can you tell Mr. Goldman what other
15 assets were paid in cash, paid for in cash by Mr.
16 Dias; was there a Mercedes-Benz?

17 A. When we first moved here two and a half
18 years ago from Brazil, we bought two cars, one was
19 financed, a Ford Explorer, and we paid cash for a
20 300E Mercedes-Benz, which was \$42,000.

21 Q. How about the down payment on your home,
22 how much was the down payment on your home?

23 A. \$100,000.

24 Q. How was that paid?

25 A. Cash.

1 Q. May I see your arm?

2 What kind of watch is this?

3 A. It's a gold Rolex, it was a gift from
4 him.

5 Q. How much was that?

6 A. \$10,450.

7 Q. How was that paid for?

8 A. Year and a half ago I received it, it was
9 paid for in cash.

10 Q. Tell Mr. Goldman about the furniture of
11 your home, how was that paid for?

12 A. Cash.

13 Q. Does Mr. Dias, prior to your separation,
14 did he even have a United States bank account?

15 A. No. He just opened one up in his name
16 after our separation. Everything is in my name here,
17 credit cards, bank accounts.

18 Q. Well, how did he handle purchases?

19 A. Cash, or else he would ask me to write a
20 check and was paid for like that.

21 Q. The deposits into your checking account
22 that we went through --

23 A. That's a household account.

24 Q. -- were those made in cash?

25 A. Yes.

1 Q. Now do you know whether your husband even
2 pays United States income taxes?

3 A. I have no idea.

4 Q. Does Mr. Dias own property in Brazil?

5 A. Yes.

6 Q. What type of property?

7 A. We own together a beachfront property.

8 We own together 13 lots in Recife.

9 We own together an office building -- I
10 mean, an office in a building.

11 And then, aside from that, he, since the
12 separation, has hidden the rest of the stuff from me.

13 I don't know, but when I went to Brazil
14 this past time, he has a small construction company,
15 he is building an apartment complex building, which
16 he's already sold various apartments in it to his
17 parents, to his sister, I don't know who else. And,
18 so, I don't know whose names those are in.

19 But the other three properties that I
20 mentioned were bought for several years ago, six,
21 seven years ago, that's why I know, I have knowledge
22 about those at this time.

23 MS. GREENE: I have nothing further of
24 this witness.

25 THE COURT: Cross examine?

CROSS EXAMINATION

1
2 BY MS. POLO:

3 Q. Mrs. Dias, you listed in your financial
4 affidavit that the mortgage payments to your house
5 are about \$2,010, then you testified they are \$2,300
6 approximately?

7 A. They just went up.

8 Q. You listed them in your financial
9 affidavit, however you don't pay for that, is that
10 correct?

11 A. No, I don't, but I receive the payment
12 book at my address.

13 Q. But they are being paid directly by Mr.
14 Dias?

15 A. At this time.

16 Q. Okay.

17 A. With no payment book, the payment --

18 MS. GREENE: Just answer the questions.

19 GENERAL MASTER: Just answer the
20 question. It doesn't matter who's got the book or
21 not.

22 BY MS. POLO:

23 Q. You listed in your financial affidavit
24 \$100 of miscellaneous household. Explain what those
25 \$100 are for.

1 A. Well, they would be for anything that
2 would happen to be more than what the average bill
3 is. For example, if my electricity bill is more than
4 \$250 per month, in the summertime it is, this is just
5 an average here, then that miscellaneous would be
6 used for that.

7 Q. Okay. You stated here lawn and pool
8 care, \$220. Isn't it true that it's about \$150,
9 isn't 150 like a more reasonable number there?

10 A. No, because my lawn is cut every 15 days,
11 okay.

12 Q. How much is that?

13 A. It's about 50, \$55 and then pool service,
14 which is done every three weeks is about the same.

15 Q. You stated here that you spend \$600 in
16 food and you are three people in your house, two
17 children and you, and your children spend time with
18 the husband, too. Don't you think that \$600 is a
19 little bit --

20 MS. GREENE: Let her finish her question,
21 please. Let her finish her question, don't interrupt
22 her.

23 THE WITNESS: Okay.

24 MS. POLO: Thank you very much.

25 BY MS. POLO:

1 Q. Do you have receipts of what you spend in
2 groceries?

3 A. Yes.

4 Q. I have a home with three people also
5 and --

6 MS. GREENE: Object to the form.

7 GENERAL MASTER: Sustained.

8 BY MS. POLO:

9 Q. \$600 seems to be a little bit --

10 MS. GREENE: Object to the form,
11 argumentative.

12 GENERAL MASTER: Sustained.

13 BY MS. POLO:

14 Q. Do you have receipts showing your \$600?

15 A. Yes, uh-huh.

16 Q. Could you please show them to us?

17 A. I didn't bring them today, but I have
18 them.

19 Q. Thank you.

20 You stated you have meals outside the
21 home for \$200. Is that additionally over the \$600?

22 A. Yes.

23 Q. Okay. Cable TV, do you have all
24 channels, all pay channels?

25 A. I have the basic, HBO and Disney.

1 Q. That's \$95?

2 A. Yes, it is.

3 Q. You also state in your financial
4 affidavit that the automobile, 1991 Toyota, finance
5 payments are \$708.60 cents. However, you are not
6 paying for this, is that correct?

7 A. That's correct.

8 Q. You've stated that in tune-ups and
9 repairs there's \$100 per month. Is this a new car,
10 is this an old car?

11 A. It's a 1991.

12 Q. And this car has a lot of problems, is
13 there a problem specifically with -- mechanically
14 with the car?

15 A. No, there is no problem, but if I have to
16 add oil or anything else. I do a lot of driving.

17 Q. But you've put the oil separately, you've
18 put gasoline and oil 150 a month, then \$100 for
19 repairs every month. Seems like a little bit too
20 high for a 1991 car.

21 MS. GREENE: Objection, move to strike.

22 THE COURT: Sustained.

23 BY MS. POLO:

24 Q. You've stated here insurance in amount of
25 \$125, but you don't pay for that, your husband pays

1 for that, is that correct?

2 A. At this present time.

3 GENERAL MASTER: What kind of insurance,
4 car insurance?

5 MS. POLO: Car insurance, your Honor.

6 BY MS. POLO:

7 Q. And, finally, you've stated that you
8 spend \$80 a month washing your car every month?

9 A. \$20 a week.

10 Q. You wash your car every week?

11 A. Yeah.

12 Q. Okay. Do your children go to a private
13 school or --

14 A. No.

15 Q. They go to a public school?

16 A. Public school.

17 Q. You've stated here that you pay \$50 for
18 after-school care, but your husband's paying for
19 that, isn't that true?

20 A. Just for the past two months.

21 Q. Okay. You've stated here that you pay
22 \$300 a month for school supplies in a public school?

23 A. I believe this was supposed to be
24 inverted, wasn't it, Cynthia? Was actually, you
25 know, they put the quantity in the wrong space.

1 GENERAL MASTER: I don't have a copy of
2 your affidavit.

3 MS. POLO: Your Honor, I'm sorry.

4 GENERAL MASTER: That's okay.

5 THE WITNESS: \$50 a month in school
6 supplies and \$300 a month in after-school care.

7 Okay. I suppose when they typed it was typographical
8 error.

9 BY MS. POLO:

10 Q. Either way, your husband pays for it?

11 A. For the past two months only.

12 Q. So, he's paying for it.

13 Lunch money \$50, husband pays for it?

14 A. For the past month and a half.

15 Q. Clothing, \$3,000 a year?

16 A. \$233 a month.

17 Q. Which comes to about \$3,000 a year?

18 A. That's about it, yeah, for two children.

19 Q. And the rest of -- the rest I understand
20 that, vitamins \$50, the beauty parlor \$50. You have
21 \$100 for cosmetics and toiletries for children, could
22 you explain what that is?

23 A. Shampoo, whatever else they need,
24 perfume.

25 Q. That's \$100 every month?

1 A. Yes, ma'am.

2 Q. What kind of special gifts do your
3 children receive or give out that you spend \$103.33
4 every month?

5 A. For two children, that's an average of
6 about \$50 per child and they always have two, three
7 birthday parties every single month.

8 Q. In insurance, you stated here that life
9 insurance you stated two numbers, 191 and 221, those
10 are two different life insurance policies, is that
11 correct?

12 A. No, it's one policy on two people.

13 Q. Okay. But your husband pays for that, is
14 that correct?

15 A. I have no idea.

16 Q. Do you pay for this amount?

17 A. I did.

18 Q. Have you paid for this amount in the
19 last --

20 A. Not recently.

21 Q. How long has it been?

22 A. For the last two months. I don't know if
23 they have been cancelled or not.

24 Q. No, they haven't, they are there.

25 Moving down to other expenses not listed

1 above, beauty parlor \$200 a month.

2 What do you get for \$200 a month every
3 month in a beauty parlor?

4 MS. GREENE: Good looking, like this side
5 of the table.

6 I'm sorry.

7 MS. POLO: I would move to strike the
8 comments.

9 GENERAL MASTER: She'll strike her own
10 comment.

11 BY MS. POLO:

12 Q. Where do you go to your beauty parlor,
13 please?

14 A. Sunset.

15 Q. What's the name of the beauty salon?

16 A. Myra and Company.

17 Q. Myra and Company?

18 A. Yes.

19 Q. Mrs. Dias, you've stated here that you
20 pay in veterinary services \$125 a month, but you
21 don't have a dog anymore, isn't this true, that
22 you've given Wizard away?

23 A. I have not given him away. He lives at a
24 kennel right now because I have a lot of workers in
25 my house, so he won't bite anybody and I don't get

1 sued.

2 Q. Isn't it true that you gave him away
3 because he already bit somebody?

4 A. Did not give him away, but he did bite
5 somebody and that's why he's at the kennel.

6 Q. Membership dues, gyms, \$100 a month.
7 What gym is this, please?

8 A. An exercise gym.

9 Q. What is the name of it?

10 A. Gold's Gym.

11 Q. Scandivania charges \$12 a month.

12 MS. GREENE: Objection, move to strike.

13 MS. POLO: I'll strike my own comments.

14 MS. GREENE: Now we are even.

15 BY MS. POLO:

16 Q. Professional dues, \$25 a month. May I
17 please know what your dues are and for what?

18 A. That's been corrected as well, they are
19 \$8 a month.

20 Q. So, there are a number of inconsistencies
21 and misstatements in this affidavit, is that correct,
22 ma'am?

23 MS. GREENE: Objection to the form,
24 object to argumentative.

25 GENERAL MASTER: Overruled.

1 Are there? Answer the question.

2 THE WITNESS: Well, I corrected that
3 yesterday.

4 MS. POLO: Well, it's not corrected in
5 mine, \$25 to \$8.

6 GENERAL MASTER: Okay.

7 BY MS. POLO:

8 Q. Again, you list here \$100 for
9 miscellaneous.

10 What is the difference between this
11 miscellaneous and the other miscellaneous that we had
12 before?

13 A. Because this miscellaneous happens to be
14 what I would spend on myself and I would take money
15 out of what I would spend on myself and spend on my
16 children if I had to, if an emergency came up.

17 Q. Isn't it true that your husband gives
18 money to your children when they need money so they
19 also have an allowance and lunch money?

20 A. I have no idea.

21 Q. Toiletries, \$150. Is that separate from
22 the beauty parlor of \$200?

23 A. Yes.

24 Q. Okay. Cash at hand you've left in blank.

25 Is that a correction to be made or was it

1 purposefully left in blank?

2 A. I have no cash on hand.

3 Q. How much money did you receive from the
4 insurance company in total, ma'am?

5 A. In total? I really don't know, but I can
6 give you --

7 Q. Was the amount approximately \$229,000 and
8 some more?

9 A. I don't know, I would have to add it up.

10 Q. Could you please give us an
11 approximation?

12 A. Yes. 88,000 for contents and, let's see,
13 the other was \$106,000 for dwelling and, at this
14 present time, I'm also working on a negative figure
15 trying to fix my house.

16 Q. So, you received approximately
17 \$229,290.71 as insurance proceeds for Hurricane
18 Andrew?

19 A. Does that add up to this?

20 MS. GREENE: I add up to 194, which she
21 just said.

22 BY MS. POLO:

23 Q. Where is that money now, ma'am, where is
24 the \$88,000 in personal property that you received?

25 A. It's in a bank.

1 Q. It's in a bank and the funds are still
2 there?

3 A. The funds are still there.

4 Q. What is the balance of that account now?

5 A. I believe it's \$63,000.

6 Q. You mentioned, ma'am, that your husband
7 has a boat or had a boat, I'm sorry, that costs
8 \$78,000?

9 A. Yes.

10 Q. Isn't it true that your husband owned
11 that boat together with a Mr. Flavio Costa?

12 A. If he did, I have no knowledge of that.

13 Q. Okay. Of the lots in Brazil -- and I'll
14 be honest, your Honor, this is land in Brazil. I
15 don't know if the Court has any jurisdiction over
16 that land.

17 MS. GREENE: Court certainly has
18 jurisdiction over the husband.

19 MS. POLO: I know.

20 GENERAL MASTER: For sure.

21 MS. POLO: That's for sure.

22 BY MS. POLO:

23 Q. Isn't it true that those lots have been
24 taken by the poor people; apparently there is a legal
25 problem with taking them out of the land and making

1 that land marketable?

2 A. When I was there during the summertime,
3 the lots were still there.

4 Q. But there were people in it?

5 A. No.

6 Q. No people in it?

7 A. No, no, he has a caretaker there to watch
8 it.

9 Q. How big did you say the Boston Whaler,
10 the other boat, is?

11 A. 15 foot.

12 Q. Is it more like 13 foot?

13 A. Could be, I have no idea.

14 GENERAL MASTER: Boston Whaler is 50
15 feet?

16 MS. GREENE: 15.

17 GENERAL MASTER: 15.

18 MS. POLO: This is actually a 13 footer.

19 GENERAL MASTER: Same difference. I know
20 what a Boston Whaler looks like.

21 BY MS. POLO:

22 Q. Did this boat cost \$5,000, isn't that
23 what this boat --

24 A. 15,000.

25 Q. 15,000. Have you tried to sell it?

1 A. No, I don't want to sell it.

2 It has a trailer and the trailer was
3 \$5,000.

4 GENERAL MASTER: No questions pending,
5 ma'am.

6 BY MS. POLO:

7 Q. Do you have evidence, ma'am, that the
8 boat the Boston Whaler was \$15,000 as opposed to
9 \$5,000?

10 A. It was paid for in cash and I don't have
11 a receipt. I just have the title, which is in my
12 name.

13 MS. POLO: I don't have any further
14 questions.

15 GENERAL MASTER: Call your next witness.

16 MS. GREENE: We rest, Judge.

17 GENERAL MASTER: Ms. Polo.

18 MS. GREENE: I'm going to hand you the
19 financial affidavit.

20 GENERAL MASTER: Thank you.

21 Call your next witness, please.

22 MS. POLO: Ms. Greene doesn't have
23 anymore witnesses?

24 GENERAL MASTER: No, she rested.

25 MS. POLO: I'm sorry, I missed that.

1 I call Mr. Jacinto Dias.

2 THEREUPON:

3 JACINTO DIAS

4 called as a witness on his own behalf herein, having
5 been previously duly sworn, was examined and
6 testified as follows:

7 DIRECT EXAMINATION

8 BY MS. POLO:

9 Q. State your name and address, please.

10 A. Jacinto Montedo Dias, D-i-a-s. My
11 address right now is 520 Brickell Key Drive,
12 Apartment 605, Miami, Florida, ZIP 33131.

13 MS. POLO: Does your Honor have the copy
14 of his financial affidavit?

15 GENERAL MASTER: Yes, ma'am.

16 MS. POLO: Okay.

17 BY MS. POLO:

18 Q. Mr. Dias, what is your monthly income?

19 A. \$6,000 a month.

20 Q. Could you please tell the Court which
21 payments are you presently making for your wife?

22 A. I'm paying to her directly or indirectly?

23 Q. Directly and indirectly, please state to
24 the Court a list of all the payments that you make on
25 behalf of your wife and children.

1 A. Okay. I pay the life insurance, which is
2 Prudential Life and Equitable Life Insurance, which
3 is \$199 for me and \$220 for her.

4 I'm paying the mortgage for the house,
5 \$2,250, went up about \$200, and I didn't pay for one
6 month because they went up like \$3,000 a year and I
7 needed to know why they went up. And I told the
8 company that unless they --

9 Q. Just go ahead and answer the question
10 that I asked.

11 GENERAL MASTER: Just answer the question
12 what else you pay for.

13 THE WITNESS: I paid 1,500 for her.

14 I pay \$708 and, I think, 16 cents for the
15 Toyota Previa.

16 BY MS. POLO:

17 Q. Insurance?

18 A. Car insurance.

19 Q. In what amount?

20 A. The car insurance I paid in full for six
21 months or a year, I don't have the records with me,
22 but I paid in full about a month ago or two months
23 ago. I don't have the exact date when I paid for it,
24 but I pay direct to her, she had paid with insurance
25 money and then I refund her all the expenses she had

1 done while I was in Brazil as a result of business.

2 Q. You heard your wife testify that in the
3 first six months of 1992 there were deposits in your
4 household account of \$38,975. Now, this is more than
5 five or \$6,000 a month.

6 Could you please explain to the court how
7 the account was deposit -- why did you deposit so
8 much money in the account?

9 A. The thing is when we -- one of the
10 reasons that we had a problems every single month is
11 because expenses that we have was higher than what I
12 could afford and I had to make loans in Brazil to
13 cover the expenses because it was extremely high for
14 me. And every single month, at the end of the month,
15 we have a bill from American Express too high.

16 And I said, every single month we had a
17 big fight because of the expenses, but that money was
18 to pay for the house, to pay for the car, to pay for
19 the things that we moved from Brazil to here. And to
20 put in the house some things for the house, and to
21 start buy a bed, buy things for the house, buy a new
22 air condition for the house, the house had a problem
23 with the air condition, buy a new heater. New things
24 for the house improve for the house. Money that I
25 had brought from Brazil due to the sales of

1 partnership that I had of my business in Brazil.

2 Q. But let's not confuse the Court with
3 that.

4 A. Just explaining to you.

5 Q. You would take loans from your company in
6 Brazil?

7 A. Yes.

8 Q. How much money in loans did you take from
9 the money in Brazil?

10 A. Last year, I took about \$20,000.

11 Q. Did you pay that money back to your
12 company, sir?

13 A. I paid when I received the money from the
14 boat, that was 51,000 something.

15 Q. How much did you receive for the boat
16 from the insurance proceeds, sir?

17 A. 51,000 something. I don't know the
18 figure exactly.

19 Q. What happened to those funds, the funds
20 that you received from the insurance company for the
21 loss of your boat?

22 A. 50 percent of that amount, I paid to
23 Flavio Costa, which owned the boat with me. We had a
24 partnership on that boat and I paid to him with my
25 check. I think probably have copies for that.

1 Q. Did you repay your company for the loans
2 you had taken?

3 A. Yes. I paid \$20,000, I paid it back to
4 them.

5 Q. All right.

6 MS. POLO: You have this, Ms. Greene, I
7 gave you this as part of our discovery.

8 MS. GREENE: I don't know, but --

9 MS. POLO: Yes, I did.

10 MS. GREENE: I'm saying I don't know, but
11 it doesn't matter. If you say you did, you did.

12 MS. POLO: Yes, I did.

13 MS. GREENE: I'm not suggesting
14 otherwise.

15 BY MS. POLO:

16 Q. Let me show you this: Are these the
17 checks in which you paid Flavio Costa and the company
18 in Brazil for the loan?

19 A. Yes.

20 Q. Okay.

21 A. Those are the checks.

22 GENERAL MASTER: Husband's B -- I'm
23 sorry, A.

24 (Thereupon, the documents were marked as
25 Husband's Exhibit A.)

1 BY MS. POLO:

2 Q. Do you file income tax returns, Mr. Dias?

3 A. I file last year, her and me together,
4 joint.

5 Q. What was your income for the past three
6 years, please, could you state to the Court?

7 A. The past three years?

8 Q. Uh-huh.

9 A. Here in the United States?

10 Q. Here in the United States, your income
11 tax returns.

12 A. I didn't make one in 1991. When I came
13 here, I came in 1990. Until '91, I didn't make any
14 money here and I lived with the money that I received
15 from the partnership.

16 GENERAL MASTER: The question is how much
17 money did you make, get to the point.

18 BY MS. POLO:

19 Q. That's the correct question, how much
20 money does your income tax return show for the last
21 three years?

22 A. 52 plus 3,000 together, not -- me and her
23 together.

24 Q. Together as husband and wife?

25 A. Around \$55,000.

1 Q. That's for what year?

2 A. '91, 1990, '91.

3 Q. 1991, what does your income tax return
4 reflect?

5 A. I didn't understand you.

6 Q. From 1992, have you prepared your income
7 tax returns?

8 A. It's in the process.

9 Q. What is going to be your income in 1992?

10 A. 52,000.

11 Q. Okay.

12 Q. In total, sir, how much support do you
13 give your wife every month?

14 A. Right now, including the house payments
15 or not?

16 Q. Including the house payments, as support
17 that you pay for your wife and children directly or
18 indirectly?

19 A. About \$4,800.

20 Q. Where are your children right now, sir?

21 A. Right now, they are at school. But they
22 are staying with me until the 17th.

23 Q. Do you pay money to your children to help
24 them with their allowance and lunch money, et cetera?

25 A. Yes.

1 Q. How much money, approximately, sir, do
2 you give to your children?

3 A. \$20 a week, something like that, 30,
4 depends, you know, for the school. You know, food,
5 when they want a pizza, I order that, you know, go to
6 McDonald's or Burger King, something like that.

7 MS. POLO: I don't have anything further.

8 GENERAL MASTER: Cross?

9 MS. GREENE: Yes, a couple of questions,
10 your Honor.

11 CROSS EXAMINATION

12 BY MS. GREENE:

13 Q. Mr. Dias, the company in Brazil is your
14 company, yes?

15 A. Which company are you talking about?

16 Q. The company from whom you say you owe
17 money and to whom you paid the money back?

18 A. This company is jointly -- I have an --
19 I'm shareholder of this company.

20 Q. Now, tell Mr. Goldman where did the
21 \$100,000 in cash that you put down on your house come
22 from?

23 A. \$60,000 my father loaned to me, which I
24 didn't pay him back yet.

25 Q. Now --

1 A. And the other, the rest was a remaining
2 money when I sold the partnership I had in Rio De
3 Janeiro to my partner.

4 Q. You have seen this document here which is
5 called the wife's request to produce that was sent to
6 your attorney, have you not?

7 A. Yes.

8 Q. Now, in item one, in this request for
9 production, we requested you to produce to us income
10 tax returns, partnership returns, corporate returns,
11 gift tax returns and you produced a 1991 tax return,
12 is that correct?

13 A. '91 tax return. I returned some things
14 to you, but I don't remember exactly, but I think I
15 send that to you.

16 Q. Do you remember producing anything other
17 than in this Category A, 1991 tax return; were there
18 any other tax returns that you produced to us?

19 A. Not that I remember.

20 Q. Now, in the next category, we asked for
21 banking information and you produced to us First
22 Union Bank statements from July of '92 to January of
23 '93?

24 A. That's correct.

25 Q. You did not produce any other banking

1 documents, is that correct?

2 A. Yes.

3 Q. Now, I'm going to try to make this quick
4 because we are -- I'm going to read you a list of
5 things and tell you you didn't give me any
6 documents -- you didn't give me any financial
7 statements or credit or loan applications, right?

8 A. If I -- excuse me, say it again, slower.

9 Q. I'm sorry. Let me do it easier way.

10 A. Yes, please.

11 Q. You did not give me any financial
12 statements or credit applications or loan
13 applications, right?

14 A. No.

15 Q. You did not give me any brokerage account
16 statements, Merrill Lynch, Shearson, you know, stock?

17 A. How could I give you, don't have any.

18 Q. Okay. And I ask in number 11 for
19 documents showing monies owed by you and monies owed
20 to you and you gave me nothing, right?

21 A. Well --

22 Q. Promissory notes, mortgages?

23 A. I don't have a promissory note to my
24 father, but I owe him the money and Shirley knows
25 about it that when we bought the house, he loaned the

1 money to me and she knows about it.

2 Q. Then I asked you in paragraph 16 for all
3 of your business incorporation records and you gave
4 me nothing, is that correct?

5 A. Yes, I didn't give you anything.

6 Q. And I asked you for partnership and joint
7 venture agreements and, again, you gave no such
8 documents, is that correct?

9 A. Yes.

10 Q. I asked you for all documents supporting
11 your financial affidavits and you gave nothing,
12 right?

13 A. Financial affidavit, what's that means?

14 Q. This document; Ana, help me out here?

15 MS. POLO: I'm sorry, the financial
16 affidavit, this one here.

17 BY MS. GREENE:

18 Q. I asked you for documents that you used
19 to prepare that; did you give me any?

20 A. Let me see what I give to you, I don't
21 remember. I didn't because by the time I received
22 this --

23 GENERAL MASTER: The question is did you
24 give it to her, yes or no?

25 THE WITNESS: No.

1 BY MS. GREENE:

2 Q. So, as we sit here today, you have no
3 documentation showing any loans to you, yes, sir?

4 A. Yes.

5 Q. And you have no documentation showing
6 your income other than what you say there?

7 A. Yes, that's correct.

8 Q. And you have no documentation showing
9 where you keep your bank accounts.

10 Other than First Union, do you have any
11 banks in Brazil, sir?

12 A. No.

13 Q. You have no bank account other than First
14 Union starting in July of 1992?

15 A. I have a bank account here and one in
16 Germany, which is open to clear checks for my money
17 exchange business in Brazil.

18 Q. Now, how long have you been in the United
19 States so far the month of March, today's the 11th?

20 A. Month of March?

21 Q. Yes, the last 11 days, have you been here
22 all 11 days?

23 A. Yes.

24 Q. Let's go to February, how many days were
25 you here in February?

1 A. The whole month.

2 Q. January?

3 A. Miami or in United States?

4 Q. Miami.

5 A. In February, I'm not sure because I
6 probably went to Disney to Orlando. I think I went
7 in February, I don't remember exactly.

8 Q. How long were you there?

9 A. To Orlando?

10 Q. Yes, in Disney.

11 A. That was about two days, about two days,
12 a weekend.

13 Q. Did you stay on the property or in a
14 hotel?

15 A. No, I stayed in a hotel.

16 Q. How long were you were in Miami in
17 January, sir?

18 A. January, I think it was passport, check
19 my passport. I think I arrived here 12th, 15th of
20 January from Brazil, but I don't know exactly the
21 date.

22 Q. Was the Wellcraft boat financed or paid
23 in cash?

24 A. The Wellcraft was paid not in cash, part
25 was paid with a Mercedes-Benz and the other part was

1 paid in cash and was \$44,000.

2 Q. Your part or the whole thing?

3 A. The whole part.

4 Q. Was the Mercedes-Benz financed?

5 A. No; that was bought in 1990.

6 MS. GREENE: Judge, I have no further
7 questions,

8 GENERAL MASTER: Sir, what's Bedford
9 House International?

10 THE WITNESS: It's business -- it's a
11 bank, let's see, in New York. They have banks for
12 money exchange that only work with money exchange
13 business in South America, and this is one of the
14 company that works with them. And our company in
15 Brazil has an account with them.

16 GENERAL MASTER: That's the name of your
17 company?

18 THE WITNESS: Serrambi, the company. The
19 name is there in New York, this account Serrambi,
20 S-e-r-r-a-m-b-i. This is a fictitious name for my
21 business in Brazil for this company.

22 GENERAL MASTER: What kind of business do
23 you have in Brazil?

24 THE WITNESS: I have a money exchange
25 business and a travel agency, which is joint with 50

1 percent belongs -- 25 to me, 25 percent to her and
2 the other 50 percent to another couple.

3 GENERAL MASTER: And you have a bank --
4 do you have a bank or an account in Germany?

5 THE WITNESS: Yes, I have a bank.

6 GENERAL MASTER: Just to clear money,
7 also?

8 THE WITNESS: We work in Brazil, Recife.
9 We have a tourist season there that receive a lot of
10 Germans and others. They pay the hotels in Brazil,
11 they trade the check with us in our money exchange
12 business. So, this check, if deposit in the United
13 States, takes about three weeks to clear.

14 So, in 1988, I went to Germany, opened an
15 account the same bank, the same branch of this check,
16 so we would have the money back to us sooner.

17 So, we have this account only for this
18 purpose, to clear checks.

19 GENERAL MASTER: You don't own any
20 businesses here in the United States?

21 THE WITNESS: Right now, no.

22 GENERAL MASTER: All your business income
23 is earned overseas?

24 THE WITNESS: In Brazil. We had a
25 company here that I had to close because I was paying

1 too much in rent and telephone bills.

2 GENERAL MASTER: The question is all of
3 your income, that is received from overseas
4 corporations?

5 THE WITNESS: Yes, sir.

6 GENERAL MASTER: Okay. Your lawyer asked
7 you a couple of questions and stopped and I got lost.

8 MS. POLO: I'm sorry, your Honor.

9 GENERAL MASTER: That's okay.

10 There were certain things you were paying
11 on behalf of your family. Let's see if I'm correct.

12 You gave your wife \$1,500 a month?

13 THE WITNESS: Yes, that's correct.

14 GENERAL MASTER: You paid the mortgage on
15 the house?

16 THE WITNESS: Yes, sir.

17 GENERAL MASTER: What happened to the
18 electricity, the telephone, the lights and those type
19 of things, who paid those?

20 THE WITNESS: She pays for that.

21 GENERAL MASTER: Out of the 1,500?

22 THE WITNESS: Yes, sir.

23 GENERAL MASTER: You paid the car of 700
24 some dollars a month and the insurance?

25 THE WITNESS: Yes, sir.

1 GENERAL MASTER: And she paid everything
2 else with the car, is that what you are telling me?

3 THE WITNESS: She pays --

4 GENERAL MASTER: She pays the gasoline
5 and anything else related to the car, is that
6 correct?

7 THE WITNESS: Yes. The insurance I pay
8 for.

9 GENERAL MASTER: I gave you credit for
10 that.

11 Under children's expenses, she's listed
12 for after-school care and lunch money and allowances
13 and dental and clothes and cosmetics. You didn't pay
14 for any of that?

15 THE WITNESS: I pay to my kids.

16 GENERAL MASTER: Sir, listen to me. I
17 know you don't pay this to your kids.

18 MS. POLO: Yes, your Honor, he's
19 testified --

20 GENERAL MASTER: Whoa, let me ask the
21 questions, I know what he said.

22 THE WITNESS: Yes, I pay.

23 GENERAL MASTER: Do you pay the beauty
24 parlor for the kids?

25 THE WITNESS: Yes.

1 GENERAL MASTER: You pay for it if they
2 want a haircut?

3 THE WITNESS: I don't pay the money.
4 Haircut? No, she pays for it.

5 GENERAL MASTER: Okay. I'm under now
6 where it says children's expenses.

7 THE WITNESS: Okay, sir, I'm sorry.

8 GENERAL MASTER: After-school care \$50.
9 Do you pay for that?

10 MS. GREENE: It's \$300, that's the one
11 inverted.

12 MS. POLO: That's right.

13 GENERAL MASTER: Okay.

14 THE WITNESS: It's not this amount, sir,
15 it's \$100 after-school.

16 GENERAL MASTER: Who pays it?

17 MRS. DIAS: Per child.

18 THE WITNESS: I give to her.

19 GENERAL MASTER: In addition to the
20 1,500?

21 THE WITNESS: I gave to her.

22 GENERAL MASTER: Is that included in the
23 15 --

24 THE WITNESS: No, in addition to the
25 1,500.

1 GENERAL MASTER: That's all I want to
2 know.

3 Lunch money, you give to her for the
4 kids?

5 THE WITNESS: When I go take the kids to
6 school, I give.

7 GENERAL MASTER: How about allowance
8 money, do you give them allowance money?

9 THE WITNESS: I give them not money to
10 them but sometimes I give \$20, \$10.

11 GENERAL MASTER: What about clothing?

12 THE WITNESS: When they are staying with
13 me, I do.

14 GENERAL MASTER: Sir, how often do they
15 stay with you?

16 THE WITNESS: If she pays --

17 MS. POLO: How often do they stay with
18 you, the children?

19 THE WITNESS: How often do they stay with
20 me? Right now, about 13 days and like every --

21 GENERAL MASTER: Is that every month they
22 spend 13 days with you?

23 THE WITNESS: No, but the past two
24 months, she is allowing the kids to stay with me.
25 They have been with me almost every weekend and,

1 right now, they stay with me 13 days because she
2 asked for that. She work something out, she is doing
3 right now.

4 GENERAL MASTER: You buy clothes for the
5 children when they stay with you?

6 THE WITNESS: Yes.

7 GENERAL MASTER: How about do you buy
8 their vitamins for them?

9 THE WITNESS: No.

10 GENERAL MASTER: You don't pay the beauty
11 parlor for them?

12 THE WITNESS: If they need a haircut, if
13 they are with me.

14 GENERAL MASTER: Toiletries and
15 cosmetics, you pay for?

16 THE WITNESS: When they stay with me,
17 yes.

18 GENERAL MASTER: When they don't stay
19 with you, you don't?

20 THE WITNESS: No.

21 GENERAL MASTER: Gifts for holidays, do
22 you give them money when they go to parties for other
23 children, they have money?

24 THE WITNESS: No, because they don't go
25 often to parties.

1 GENERAL MASTER: Do you pay the health
2 insurance for the family?

3 THE WITNESS: Yes, sir. Health insurance
4 is included on the mortgage, sir.

5 GENERAL MASTER: No, it --

6 THE WITNESS: The house insurance?

7 GENERAL MASTER: I said health insurance.

8 THE WITNESS: I'm sorry.

9 GENERAL MASTER: Health insurance.

10 THE WITNESS: Yes, I do pay it.

11 GENERAL MASTER: The food bills for the
12 house, do you pay any of that, does that come out of
13 the 1,500?

14 THE WITNESS: That comes out the 1,500.

15 GENERAL MASTER: There is a psychologist
16 involved, does that come out of this money?

17 THE WITNESS: I'm not aware about the
18 psychologist.

19 GENERAL MASTER: How about the lady's
20 toiletries, beauty parlor, entertainment?

21 THE WITNESS: I don't have control about
22 that. I don't know anything about that.

23 GENERAL MASTER: How about the dog?

24 THE WITNESS: The dog, as soon as -- as
25 far as I know, the dog was given away.

1 GENERAL MASTER: Was your wife still on
2 the health insurance, you didn't take her off, did
3 you?

4 THE WITNESS: The health insurance?

5 GENERAL MASTER: The health insurance.

6 THE WITNESS: Health insurance, I'm
7 buying a new one for her in Denmark.

8 GENERAL MASTER: In Denmark?

9 THE WITNESS: Yes.

10 GENERAL MASTER: And where is that good?

11 THE WITNESS: That's because it's
12 cheaper, it's good world-wide.

13 GENERAL MASTER: What's the name of the
14 company?

15 THE WITNESS: It's Denmark Health
16 Insurance, International Health Insurance.

17 GENERAL MASTER: Never heard of it.

18 THE WITNESS: I think I have a card here.

19 GENERAL MASTER: Do they have doctors
20 here in the United States of America?

21 THE WITNESS: It can go anywhere
22 world-wide. I have here, show it to you. It's here
23 (indicating).

24 GENERAL MASTER: Covers medical expenses,
25 \$1,000 deductible U.S.D. whatever that --

1 THE WITNESS: U.S. dollars.

2 GENERAL MASTER: 1,000. Insurance amount
3 per year is \$300,000.

4 Does she have a card like this?

5 THE WITNESS: No, but it's in the process
6 of doing it. I acquired one for her already.

7 GENERAL MASTER: Where do you live, sir?

8 THE WITNESS: Brickell Key.

9 GENERAL MASTER: Who pays the rent there?

10 THE WITNESS: Me and my sister and my
11 brother-in-law.

12 GENERAL MASTER: All three of you?

13 THE WITNESS: They come here very often
14 and they use the garage of my house. And my
15 brother-in-law that -- he collects shelves and sells
16 the shelves. He use the garage as a place, he pays
17 one-third, my sister pay a third and I pay one-third.

18 GENERAL MASTER: How much do you pay?

19 THE WITNESS: 350 a month.

20 GENERAL MASTER: Who pays the rest of the
21 expenses?

22 THE WITNESS: For my house?

23 GENERAL MASTER: For the apartment you
24 live in?

25 THE WITNESS: I do.

1 GENERAL MASTER: You do?

2 THE WITNESS: Uh-huh.

3 GENERAL MASTER: You didn't put your rent
4 down, I couldn't figure it out.

5 Okay. Thank you. That's all I have.
6 Anything else?

7 MS. GREENE: No, sir.

8 One second.

9 GENERAL MASTER: Sure.

10 MS. GREENE: Let's start with what I have
11 to show on a temporary support hearing, need and
12 ability to pay.

13 Let me go backwards, ability to pay for a
14 minute.

15 Mr. Dias just testified to you that he
16 pays the mortgage, call it 2,000 a month, and he pays
17 1,500 to the wife, which is 3,500 a month, and he
18 pays 700 for the car, which is 4,200 a month. He
19 just testified that he pays 350 in rent, so now we
20 are at 4,550. He told you he pays two life insurance
21 policies, one is 191, one is 200, and he went on and
22 on.

23 And if you add up what Mr. Dias just told
24 your Honor, as you asked him question by question, he
25 claims he pays more than he says he makes in his

1 financial affidavit. According to his financial
2 affidavit, he makes \$5,900 a month, I'm already at
3 4,550 on what he's claiming he spent. And if you add
4 everything there, the gentleman is paying, allegedly,
5 more than he makes.

6 Now, what do we have here? We have a man
7 who does not have a bank account in the United
8 States, who does not pay United States taxes, 1991
9 tax return shows he made \$3,000 but now has a
10 \$350,000 house with \$100,000 down payment in cash,
11 \$78,000 boat in cash, he says was only 44,000,
12 Mercedes-Benz in cash, \$11,000 Rolex watch in cash,
13 accounts in Germany, accounts health insurance from
14 Denmark, businesses in Brazil, traveling back and
15 forth between Brazil and the United States.

16 I just asked him about where he's been in
17 the last three months, so what I've got here is an
18 unquestioned case of ability to pay. There is simply
19 no way this man makes 500 a month. That's a joke.

20 Now, where is their documents, where is
21 there a shred of paper that says this is what Mr.
22 Dias earns other than his own financial affidavit? I
23 mean, surely this company for whom Mr. Dias works
24 could have issued a statement that says dear Mr.
25 Goldman, we pay him 500 a month. They don't have

1 that. They have not brought you a single piece of
2 paper that verifies one word of his testimony.

3 And that's why, very carefully, asked him
4 what did you give me in response to a 15 page request
5 for production; what did you give me? A 1991 United
6 States tax return, five months worth of United
7 National Bank statements, period, that was it. That
8 was the entire response to request for production by
9 the husband in this case. This 1991 tax return, July
10 -- seven months worth of bank statements and the
11 title to the two cars, Toyota and the Forerunner.

12 GENERAL MASTER: Where is the Mercedes?

13 MS. GREENE: That was sold.

14 MS. POLO: It was exchanged for the boat,
15 that's what he testified.

16 GENERAL MASTER: All right. I remember.

17 MS. GREENE: So, what I've got is a
18 gentleman, a standard six page request for
19 production, and I get back four pieces of paper,
20 Judge, four.

21 Now, this man owns a business. He just
22 told you he owns a business. I asked for business
23 and corporate records and I got nothing.

24 I asked for financial statements. The
25 gentleman says he has a mortgage. He had to have

1 filed an application for it, I didn't get it. Wonder
2 what he told the bank, don't you? He didn't bring it
3 here.

4 Now, what do you think he told the bank
5 he made back when he got their \$350,000 house? I bet
6 you he didn't tell the bank he made \$5,900 a month.
7 Why don't I have anything, why don't I have anything
8 in this case? Because he can't do it, they don't
9 want you to see what his company in Brazil makes,
10 don't want you to see what he really makes, don't
11 want you to see the value of assets in Brazil, don't
12 want you to know about the cash transactions.

13 And only way they can do that is come to
14 a support hearing with not a shred of documentation
15 or evidence on their side of the table, a
16 self-serving financial affidavit and testimony that
17 belies the financial affidavit, because he just said
18 he pays more per month than he says he makes.

19 Now, what is it the wife and the children
20 need in this case? This is an analysis of the wife's
21 financial affidavit, omitting clothing, vacations,
22 long range items.

23 Now, if you look at this, you've got
24 basic, basic needs, mortgage, electric, water, phone,
25 pool. I've just had typed here from the financial

1 affidavit, the woman needs, if she is going to pay
2 the mortgage, \$6,583 a month if she is going to pay
3 the mortgage. If the husband is going to continue
4 paying the mortgage, then 2,000 less than that. But
5 the bottom line expenses for the house are \$3,900 a
6 month.

7 And the thing that bothers me the most is
8 he knows it. He knows it when he's giving her not
9 enough to even make her ends meet to take care of the
10 two children. The bottom line need of the children
11 is 650 a month. And the bottom line monies that the
12 wife needs is 2,000 a month, that includes her car
13 payment.

14 And when you add that up, you get 6,583.

15 So, to pay a part and give someone \$1,500
16 a month, the testimony showed, your Honor, as we went
17 through it, when you have 1,500 a month, by the
18 time you pay the electric and the water and the phone
19 and the pool and the food, you are out of money,
20 that's it. There is no money left for the kids,
21 there is no money left for the wife, there is no
22 money left to buy a saltine, not on \$1,500 a month.

23 So, we believe the evidence more than
24 adequately shows that Mr. Dias has an income that
25 your Honor can happily and merrily impute to him and

1 that Mrs. Dias requires a temporary support award of
2 6,583 per month, for which she'll pay the mortgage
3 and her car payment.

4 That's all.

5 MS. POLO: Thank you. Let's remember one
6 thing, most of the documents that this family had
7 were destroyed by Andrew. Her financial affidavit
8 and her request for production are full of notations
9 saying documents destroyed by Andrew, we are trying
10 to replace them. His documents were in that house,
11 too.

12 Our request for production does not
13 contain four pieces of paper, it contains more like
14 50 to 60 pieces of paper and, in each answer, we have
15 explicitly written down where the documents are, if
16 they were destroyed and if they were in Brazil, that
17 we would produce them when they would get to us.

18 Let's go to the money, your Honor.
19 Husband pays the amount of \$4,878 to the wife in
20 mortgage payment, car payments, insurance, health
21 insurance plus the support money. He also gives the
22 children money for after-school care and lunch money
23 and that is \$4,878.

24 He makes \$6,000 a month, he lives with
25 2,000. He pays 350. He lives with plenty of money

1 for food and for electric and for light, so I think
2 that ability and need have been met. She is
3 receiving the proper amount of support.

4 This case was filed back in December,
5 it's now March. They have survived well up to now.
6 I think we should maintain the status quo until a
7 final hearing in this case and we should proceed to
8 end this case as amicably and quickly as possible.

9 GENERAL MASTER: Well, I find that she
10 has a need. The evidence further finds that,
11 uncontradicted, that she has not worked during the 11
12 and a half years of marriage. I don't have any
13 evidence that there is any chance of employment or
14 that she is employable for any particular thing at
15 this time.

16 I'm going to award temporary child
17 support of \$750 per month per child. I'm going to
18 require him to pay the mortgage payment on the house.
19 I'm going to award to the lady \$1,000 a week alimony.

20 MS. POLO: \$1,000?

21 GENERAL MASTER: \$1,000 a week.

22 MS. POLO: A week?

23 GENERAL MASTER: Yes. She pays what
24 other expenses of the home. She'll be required to
25 pay her mortgage on her car. She'll be required to

1 pay the utilities in the house, the food, with those
2 monies.

3 MS. GREENE: Thank you, your Honor.

4 MS. POLO: Will you prepare --

5 MS. GREENE: Yes, I will do it.

6 GENERAL MASTER: Today is the 11th. He
7 can make it either the first and 15th, if it's
8 easier, or make them all at the beginning of the
9 month. He'll owe half a month for the month of March
10 so far. So, start this on the 15th, 15th of March.

11 If he pays only half of it, then the next
12 payment is due on April the 1st, so make half the
13 payment on 1st of April. Half on the first of the
14 month or half on the 15th or all commencing with the
15 15th of this month and the 15th of next month,
16 whichever is convenient for him.

17 MS. GREENE: Thank you, your Honor.

18 GENERAL MASTER: Two payments or one,
19 however he wants to.

20 Thank you.

21 (Thereupon, the hearing was concluded at
22 approximately 3:01 p.m.)
23
24
25

