



Stephen R. Olmsted, AICP
Planning Director
planning@pinecrest-fl.gov

MEMORANDUM

Department of Building and Planning

DATE: April 5, 2022

TO: Yocelyn Galiano Gomez, ICMA-CM, LEED-GA
Village Manager

FROM: Paul Buckler, R.A.
Building Official

RE: Request for Reduction of Code Enforcement Fines
John Keeler, 11201 SW 69 Avenue; Case No. BC 16-0015

PETITION REQUEST

Mr. Alexander Borell, Esq., representing Mr. John Keeler, has submitted a request for reduction of fines and penalties that have accrued related to a previous code enforcement violation at his client's property located at 11201 SW 69 Avenue. As of March 29, 2022, total outstanding code enforcement fines and penalties in the amount of \$109,309.50 are due. A copy of Mr. Borell's request is attached for the Village Council's consideration.

The Village of Pinecrest issued a "Stop Work" order to the property owner in December 2018 for interior remodeling work that was being undertaken without a required building permit. Following consideration of the matter by the Special Magistrate on March 4, 2019, Mr. Keeler was given 60 days to obtain a building permit for the interior remodeling work. Although Mr. Keeler subsequently applied for a building permit, he did not resolve all plan review comments and a permit for the remodeling was never issued. Pursuant to terms of the Special Magistrate's Order, fines in the amount of \$100 per day have since accrued.

The subject property was recently sold, the former residence on site has since been demolished, and the property is now in compliance. Mr. Keeler has assumed responsibility for the outstanding Code Enforcement fine and is seeking a reduction in the amount owed. On behalf of his client, Mr. Borell is requesting that the Village accept \$5,000 to resolve the matter.

Pursuant to Division 2-150 of the Village's Code of Ordinances, the Village Council has the authority to consider requested reductions in code enforcement penalties that exceed \$100,000.00. A "Fine Calculation Worksheet" including relevant dates and a description of accrued costs and fines are attached.



Village of Pinecrest
Building and Planning Division
FINE CALCULATION WORKSHEET
As of: March 29, 2022

Building Case Number: BC16-0015
Property Owner Name: John R Keeler & Erika Boom
Folio #: 20-5011-002-0060
Address of Violation: 11201 SW 69 Avenue
Type of Violation: Working Without Required Permits
Lien Filed: September 18, 2019

Stop Work Order Issued: December 26, 2018

Notice of Violation Issued: January 4, 2019

Special Master Hearing date: March 4, 2019

Date of Required compliance: May 3, 2019

Date of Compliance: March 9, 2022

Number of days in violation: 1033

Fine Amount Per Day: \$100.00

Total Daily Fee: \$103,300.00
Direct Costs: \$331.12
Interest: \$5,678.38
Total Fine Due: \$109,309.50

Case Overview

- Stop Work Order posted 12/26/2018
- Notice of Violation issued January 4, 2019
 - Notice of Violation was mailed regular and certified mail to record of address listed on MDC Property Appraiser @ 11201 SW 69 Avenue
 - Certified mail 7013-2250-0000-4906-0423 was received 1/9/2019
- Notice to Appear issued on February 5, 2019
 - Notice to Appear was mailed regular and Certified mail to record of address listed on MDC Property Appraiser @ 11201 SW 69 Avenue
 - Certified mail 7017-3380-0000-6165-4177 was received February 8, 2019
- Special Magistrate Hearing conducted on March 4, 2019. Property owner given 60 days to obtain required permit (interior renovation) – John Keeler attended the hearing.
 - Special Magistrate Order was mailed regular and certified mail to record of address listed on MDC Property Appraiser @ 11201 SW 69 Avenue.
 - Certified mail 7018-1830-0001-1270-1251 was returned unclaimed and certified mail 7018-1830-0001-1270-0186 was received May 13, 2019.
- On April 30th, 2019 permit application submitted for review.
 - Passed Electrical
 - Passed Plumbing
 - Failed Building
 - Failed Mechanical
 - Plans were voided on January 20, 2020 due to lack of follow through.
- The property came into compliance on March 9, 2022 by demolition of the property.



LAW OFFICES OF
ALEXANDER E. BORELL

MIAMI LAKES
7975 NW 154 STREET
SUITE 480
MIAMI LAKES, FL 33016
305.514.0500 OFFICE

MAIN OFFICE
319 CLEMATIS STREET
SUITE 200
WEST PALM BEACH, FL 33401
561.766.1452 OFFICE

March 22, 2022

Office of the Village Manager
Village of Pinecrest
12645 Pinecrest Parkway
Pinecrest, Florida 33156

RE: **11201 SW 69th Avenue/ Meeting with the Special Magistry**

To Whom it May Concern,

Please accept this letter as notice that I represent John Keeler and Erika Boom, the previous owners of the above subject property, and they have asked me to contact you in reference to the above subject matter.

Pursuant to your request, the violation occurred when the property owner's ex-wife was allowed to live in the property and began to make modifications to the interior of the house. The homeowner discovered what the ex-wife had done and felt compelled to report these actions so that no one could say he made those alterations or give her permission to do them. Once he reported that to the City, they sent notification to cure the violations.

Their post-divorce litigation has been going since 2007, needless to say, those violations were not cured, a lien was placed on the property, and an assessment of well over \$100,000 currently encumbers the property. The property owner recently sold the property, and the new owner obtained a demolition permit to demolish the entire property. Said demolition has been completed for over a week now, and the property owner wants to schedule a meeting to discuss the mitigation of those fines and penalties. Pursuant to the sale. Mr. Keeler assumed the responsibility to pay for any violations assessed to the property.

We were told by City staff that once the property was demolished, the violation would be cured, and that the City would be willing to negotiate the reduction of the fees and penalties. My client would be willing to pay the sum of \$5000.00 to resolve everything.

Attached are documents relating to Mr. Keelers divorce and post litigation divorce.

Please let me know if you need anything else from my office, and should you have any questions please feel to contact me personally on my cell at 786-586-5562.

Respectfully,

Alex Borell

Alexander E. Borell

(signed electronically for efficiency)

Facts of the events

John Keeler & Erika Boom (husband/wife) bought the property in June 2015. Mr. Keeler's former wife (& 3 kids) were allowed to move into the property under an agreement with the following conditions under the family case 07-29085 FC (28):

Mr. Keeler's former wife, Maria Suarez (Suarez) has possession of said Premises pursuant to an agreement entered into on June 29, 2015 between the John Keeler & Erika Boom (The owners). Pursuant to the agreement, owners agreed to provide Suarez with a home, rent free, except for the monthly payments of utilities, including electric, water, alarm and internet, which were to be paid by Suarez. A copy of the June 29, 2015 Agreement is attached hereto as Exhibit "1".

The Agreement was specifically contingent upon the following,

1. The former wife may not change the locks nor the remote access door to the property and cannot restrict my client from access to the property.
2. The former wife shall not cause any liens to be placed on the property.
3. The former wife shall not cause any modifications or remodeling, inside or outside, without prior written consent from the former husband.
4. The former husband will set up all of the utility services accounts (electric, water, alarm, internet, gardener, pool, etc). the former wife shall pay the invoices directly in a timely manner.
5. In the event the former wife institutes any litigation against former husband for any reason, she shall vacate the premises the day she filed any lawsuit.

Soon after Former wife moved in August 2015, Former wife instituted a litigation against the owners. She restricted and still does restrict access to the property, caused modifications to the inside of the property w/o owner's consent. Mr. Keeler found out, of said modifications made by former wife early January 2016 & he personally contacted the city of Pinecrest code compliance department and reported the illegal work, the city of Pinecrest issued a civil code violation notice on January 14, 2016 against the owners for the modification done illegally by former wife.

Refer to attached composite Exhibit 2 "former husband's motion for issuance of an order to show cause based upon former wife's perjury & for other relief). Which contains the facts of Former wife causing the modifications and lied about it under oath.

The owners have exhausted their options in post marital dissolution case herein above listed under case number to cured all of the violations (exhibit 3), including resolving the matter in good faith with former wife. During the 2020 pandemic their case has been put on hold and an eviction moratorium was instituted.

After the owners have exhausted their options in family division case 07-29085 FC (28). And under legal advice, they filed a complaint for possession against Former wife under case number 2020-10058 FC 28 in January 2020 (Exhibit 4). During the 2020 pandemic their case was put on hold and an eviction moratorium was instituted.

Until this date still have no access to the property, Former wife remains in possession of the Premises without permission of the owners and thus is a holdover tenant.

EXHIBIT 1

CONFIDENTIALITY NOTE: This electronic message transmission contains information from the law firm of Coffey Burlington, which may be confidential or privileged. The information is intended to be for the use of the individual or entity named above. If you are not the intended recipient, please immediately delete this e-mail and be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited.

From: Melissa J. Jacobs
Sent: Friday, May 08, 2015 12:28 PM
To: ricardo@repinespa.com
Subject: Keeler/Suzarez

Mr. Pines:

As you are aware, my client, in good faith, purchased a home for the use of the former wife and the parties' three children, without the use of the trust funds to acquire the home.

The closing on the home is scheduled for today.

Prior to the former wife moving into the home, please confirm the below in order to ameliorate any future issues:

- The former wife may not change the locks nor the remote access door to the property and cannot restrict my client from access to the property. Of course he understands that she will be living there and he will respect her privacy;
 - The former wife shall not cause any liens to be placed on the property;
 - The former wife shall not cause any modifications or remodeling, inside or outside, without prior written consent from the former husband;
 - The former husband will set up all of the utility services accounts (electric, water, alarm, internet, gardener, pool, etc). the former wife shall pay the invoices directly in a timely manner. The reason for this is to not have the situation that occurred in the former marital home when the former wife's actions caused liens from unpaid utilities to be put against the former home; and
- In the event the former wife institutes any litigation against former husband for any reason, she shall vacate the premises the day she filed any lawsuit.

Please respond to this email confirming the terms contained herein

Thank you,

**Please note that our address has changed!

Melissa J. Jacobs

COFFEY | BURLINGTON
2601 South Bayshore Drive, Penthouse
Miami, Florida 33133
T. 305-858-2900
F. 305-858-5261
www.coffeyburlington.com

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From: Nanda Suarez <nandasuarez@ymail.com>
Sent: Monday, June 29, 2015 8:36 PM
Subject: Re: New address for the kids
To: Sarah Koeler <johnrkeeler@yahoo.com>
Cc: <andreukeeler@ymail.com>

John

I accept your conditions.

When can we move in?

Please let me know

Thank you

EXHIBIT 2

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

IN RE: THE MARRIAGE OF

MARIA FERNANDA KEELER,

FAMILY DIVISION

Petitioner/Wife,
and

CASE NO.: 07-29085 FC (28)

JOHN R. KEELER,

Respondent/Husband.

**FORMER HUSBAND'S MOTION FOR ISSUANCE OF
AN ORDER TO SHOW CAUSE BASED UPON FORMER WIFE'S PERJURY
AND FOR OTHER RELIEF**

Former Husband, John R. Keeler, files his Motion for Issuance of An Order to Show Cause as to why Former Wife should not be found in indirect criminal contempt, pursuant to Florida Rule of Criminal Procedure 3.840 for her perjury, and for other relief, and states as follows:

1. The Affidavit of Albert G. Caruana, Esq., is attached as Exhibit "A" in support of this Motion.

2. Former Wife was deposed on May 11, 2016. A copy of her deposition transcript was filed with the Court on July 8, 2016. Portions of Former Wife's testimony from her deposition are recited herein below.

3. It is clear from the testimony provided by Ms. Maria Carolina Venegas. Mr. Guillermo Urbieto, and the documents provided by Mr. Urbieto at his deposition, that Former Wife committed perjury regarding the renovation work done at the Former Wife's Pinecrest Home, and the payment for that renovation work, which are material issues in this case.

4. As will be shown at a hearing, criminal contempt is appropriate under the facts of this case. Former Wife's conduct was willful, egregious, and disrespectful of the authority of the Court.

5. As detailed below, Former Wife perjured herself on a material issue in this case. After mediation (which resulted in impasse), the parties consummated a separate agreement (the "Agreement") wherein Former Husband agreed to provide a \$1 million home (the "Pinecrest Home") for Former Wife and children. This purchase was conditioned upon the Wife's express promise that there would be, *inter alia*, no improvements or renovations to the home without his prior written consent, that she would cause no liens to be filed, and the litigation between the parties would be stayed. *See* Motion to Enforce Settlement Stipulation And To Stay litigation During Former Wife's Occupancy of the \$1 Million Pinecrest Home ("Motion to Enforce Settlement"), pp. 3-5, attached hereto as Exhibit "B."

6. Former Wife violated the Agreement by orchestrating and paying for specific renovations to the Pinecrest Home without the prior written consent or knowledge of Former Husband, causing a lien to be filed, and by violating the stay by embarking upon extensive litigation. *See* Deposition of Guillermo Urbietta, attached hereto as Exhibit "D"; *See also*, Motion to Enforce Settlement, p. 6.

7. Former Husband only discovered this violation when the City of Pinecrest issued a Civil Violation Notice on January 14, 2016 against Former Husband for renovation work done without obtaining necessary permits. *See* Motion to Enforce Settlement, Ex. 2.

8. At her deposition on May 11, 2016, Former Wife was repeatedly asked about this renovation work. The following is relevant portions* of Former Wife's testimony, much of which is outright perjury:

Page 4, ln. 7-8:

Q. Please state your name.

A. Maria Fernanda Suarez.

Page 4, ln. 12-18:

Q. Of course. What is your address, ma'am?

A. 11201 Southwest 69th Avenue, Miami, Florida,
33156.

Q. Is that the home in Pinecrest?

A. Yes.

Q. And who lives there with you? A
John, Jr and Sarah.

Page 9, ln. 23-25, and page 10, ln.1:

Q. Number seven, the home at 11201 Southwest 69th Avenue in Pinecrest, Florida, did you cause any renovations or repairs or remodeling to take place at that location?

A. No.

Page 10, ln. 12-15:

Q. (BY MR. CARUANA) The City of Pinecrest issued a violation that certain work was done within that home without a permit. Are you aware of that fact?

Page 11, ln. 1-14:

* Any emphasis is added.

Q. Do you understand that perjury is a crime?

A. Yes, I do.

Q. Did you have occasion within the last two years to purchase any materials for home remodeling, repair, upgrades, any materials?

A. No.

Q. Did you have occasion within the past two years to pay any material supplier or subcontractor --

A. No.

Q. (Continuing) -- for any work at the Palmetto [sic] home?

A. No.

Q. Are you an architect?

A. Yes.

Page 11, ln. 22-25:

Q. So you did not hire any general contractor, subcontractor, or any type of home remodeling or home repair person to do work at the Pinecrest home?

A. No.

Page 12, ln. 25, through page 14, ln. 1-9:

Q. If you did not perform and did not cause anyone else to perform or did not accept anyone's gift in performing, if that were the case, any remodeling to the kitchen and remodeling to the bathroom, do you have any understanding why a violation would have been issued?

MR LORENZEN: Object to form.

THE WITNESS: I don't know what to answer because you asked too many things together. Could you ask one question by one question?

Page 15, ln. 19-25, through page 16, ln. 1:

Q. Let me ask you this question: Who picked this house?

A. My children and I.

Q. You picked the house with your children, correct?

A. One of the houses that we pick, yes.

Q. You're living there, correct?

A. Correct.

Page 20, ln. 1-23:

A. He's a friend of Mr. Keeler.

Q. Who is Ricardo Pines?

A. My ex-attorney.

Q. Was Mr. Cedaño also a client of Mr. Pines?

A. Yes.

Q. And did you attend a mediation at Elijio Cedaño's office with Mr. Pines and myself and Mr. Keeler and Mr. Cedaño?

A. Cedaño. Yes.

Q. Cedaño. I apologize.

A. Don't worry.

Q. Did you attend that mediation?

A. For me, that was more a meeting than a mediation because Mr. Cedaño, he is not a mediator. We have a meeting, yes.

Q. Do you know whether the lawyers described it between themselves as a mediation, you know, a letter that said "We're going to a mediation"? Do you know whether that occurred?

A. We have a meeting, yes.

Q. My question is, were you aware that your attorney described that meeting as a mediation?

A. Yes, I think that they called mediation.

Page 21, ln. 6-13:

Q. Did Mr. Keeler, sometime after this mediation, offer to purchase that million dollar home for you to live in at some point?

That's an awkward question. Let me do it again.

After that mediation was finished, did there come a time when Mr. Keeler offered to buy a home that you and the children would live in?

Page 23, ln. 16-25, through page 24, ln. 1:

Q. Is your testimony no, he did not offer to buy that house?

A. He offered to the kids, not me.

Q. So you didn't want that house.

A. The kids and I liked the house. He offered to buy the house to the kids, not to me.

Q. So you don't live there, only the kids live there.

A. I live there with the kids.

Q. How long have you been living there?

A. Since August 2015.

Page 24, ln. 5-7:

Q. And during that entire year, you have made no mortgage payments.

A. No mortgage payments.

Page 24, ln. 14-16:

Q. And you did not put down any down deposit on the million dollar house, did you?

A. No.

Page 26, ln. 21-25, through page 27, ln. 10:

Q. (BY MR. CARUANA) Did the children perform these renovations to the bathroom and the kitchen?

A. Yes.

Q. The children did. You had no part of it.

A. No.

Q. You didn't select any materials ---

A. I helped them.

Q. Oh, you helped the children.

A. I advised them, yes.

Q. Now, John, Jr., what decisions did he make about the repairs and the renovations?

A. None.

Q. So it wasn't all the children, was it?

A. The girls.

Page 28, ln. 5-22:

Q. Who signed the contracts, if any, with the subcontractors?

A. I don't know.

Q. Did you sign any?

A. No.

Q. Did Andrea sign any?

A. Don't know.

Q. Did Sarah sign any?

A. I don't believe so.

Q. Who performed the work at the Pinecrest home in the bedroom and in the bathroom?

A. You should ask the girls, not me.

Q. No, I'm asking you. I don't want to take their deposition and bother them and involve them in this awful, awful case.

A. I agree.

Q. So I have to ask you.

A. I don't know who they are.

Page 29, ln. 1-4; 11-13; and 21-25:

Q. So who did they hire?

A. Maria Venegas.

Q. How much did they pay Maria Benitez (sic)?

A. I don't know.

* * *

Q. Who paid for this work to the Pinecrest home?

Who?

A. I don't know.

* * *

Q. You paid nothing toward these repairs and renovations?

A. No.

Q. How much did they all cost?

A. I don't know.

Page 30, ln. 6-18:

Q. Okay. So what do you guess they cost?

A. Maybe 20.

Q. \$20,000. Did Sarah pay any of the \$20,000?

A. I don't know.

Q. Did John pay any of the \$20,000?

A. Don't think so.

Q. Did Andrea pay any of the \$20,000?

A. Don't know.

Q. So your sworn testimony is you have no real knowledge of how much these repairs cost; you guess it was around \$20,000.

A. I cannot answer for something that I did not pay. That's why I don't know.

Page 31, ln. 10-15:

Q. So I'm asking you again, do you know how much, generally, the repairs cost?

A. Do you want me to guess?

Q. No, I want you to tell me what you know.

A. You should ask the girls. They are the ones that

Page 40, ln. 22-25, through page 41, ln. 1-10:

Q. What other renovations was she involved in besides the kitchen?

A. Kitchen and bathroom.

Q. So she was the one who oversaw all of the renovations.

A. Yes.

Q. Was there a written agreement between her and anyone for these renovations or was it verbal?

A. I don't know.

Q. But you, yourself, did not sign any agreement of any kind --

A. No.

Q. (Continuing) -- for these renovations.

A. No.

Page 42, ln. 23-25, through page 43, ln. 4:

Q. Were the cabinets new?

A. Yes.

Q. So what kind of material are the cabinets?

A. I'm not sure about the material.

Q. How much of the price did the cabinets, if you know, consist of?

A. No, I don't know.

9. In sum, Former Wife testified that she did not pay any material supplier or subcontractor for remodeling at the Pinecrest Home (page 11, ln. 22-25), that she had no part in the renovations (page 26, ln. 21-25), that she did not sign any contracts with any subcontractors (page 28, ln. 5-22), that she paid nothing towards the repairs (page 29, ln. 11-13), and that that she had no idea how much the repairs cost (page 30, ln. 6-18).

10. However, this testimony is completely contradicted by the testimony of Maria Carolina Venegas and Guillermo Urbieto, who constructed the cabinets. The following is a selection of relevant portions of Ms. Venegas' June 14, 2016 deposition, where she refutes the perjurious statements highlighted in paragraphs 8 and 9 above:

Page 3, ln. 10-21:

Q. Please state your name.

A. Maria Carolina Venegas, M-A-R-I-A, C-A-R-O-L-I-N-A, V-E-N-E-G-A-S.

Q. Thank you. Where do you reside, ma'am?

A. 4445 Northwest 97th Place, Miami, Florida 33178.

Q. And what is your occupation or profession?

A. I'm an industrial designer and I work as a sales representative for American Woodwork, we sell cabinets, the manufacturer's representative for the southeast of the state.

Page 4, ln. 10-14, and 20-23:

Q. Do you know Maria Fernanda Keeler?

A. Yes.

Q. How long have you known her?

A. Since I was born. My dad and her dad went together to college.

* * *

Q. And are you familiar with property located at 11201 Southwest 69th Avenue, Pinecrest, Florida?

A. Yes, I am.

Page 8, ln. 19-25, through page 9, ln. 1-8:

Q. Did Mrs. Suarez have any discussions with you on this first visit about any ideas for remodeling?

A. She asked me what do I think about the house, what did I think about the house.

Q. And what did you say; what did you tell Mrs. Suarez, if anything?

A. That the kitchen looked old. That's the only thing I said.

Q. What did she say in response to your statement?

A. What do you think can be done? I don't remember. I don't really remember. I'm making that up, because I don't remember what she said at the time.

Page 10, ln. 1-13, and ln. 25 through page 11, ln. 1-17:

Q. Did you ever do any drawing or any type of rendition of changes to be done to the house?

A. No. On the next visit to the house, I was asked what do I think about the kitchen, and I mentioned what would I do if it was my kitchen, but I didn't sketch or --

Q. Was Mrs. Suarez present when this conversation took place?

A. Yes, she was.

Q. Did she participate in the conversation?

MR. LORENZEN: Objection to form. You may answer.

A. Yes, she asked me what did I think.

* * *

Q. Did you say anything to her about changing the countertop?

A. If I was to change the kitchen myself, yes, if it was for me, but she was just asking me what would I do, and I said, well, you know, I will change these doors or change these boxes, but --

Q. What boxes?

A. Cabinets. Cabinets are boxes.

Q. Did you say anything about changing the microwave or the oven?

A. No, I didn't.

Q. Who was the kitchen installer?

MR. LORENZEN: Object to the form. You may answer.

A. She asked me if I knew of a cabinet guy, and I gave her a name.

Q. What's the name of the cabinet guy? A.
Guillermo Urbieta, U-R-B-I-E-T-A.

Page 13, ln. 4-10:

Q. You told her about a cabinet maker Guillermo Urbieta. I don't know if I said that right.

A. You said it right.

Q. Anything else?

A. And then everything else was between the two of them. I had no involvement on that.

Page 22, ln. 12-20:

Q. Do you know who supplied the cabinets to Guillermo or to Mrs. Suarez, who the manufacturer was?

A. My guess is that Bill made them, Guillermo Urbieta.

Q. He fabricated them himself --

A. Yes.

Q. -- out of raw materials?

A. Yes.

Page 41, ln. 10-17:

Q. How about just the kitchen alone, do you have an idea of what it would cost to make the renovations that you observed in the kitchen?

A. Around 10, \$12,000.

Q. Is that just for the cabinets or is that for all the appliances, too?

A. Just for the cabinets and the countertop.

Page 42, ln. 8-9; ln. 17-18:

Q. Do you know who supplied the quartz for the countertop at Mrs. Suarez's Pinecrest home?

* * *

A. I'll tell you right now. His name is Raul Aguilar.

Page 43, ln. 12-16:

Q. Did you recommend Mr. Aguilar to anyone?

A. I gave the number to Mrs. Suarez. He did the top in my house when we renewed our kitchen two and a half years ago.

Q. Thank you very much.

11. In sum, Ms. Venegas, an industrial designer, testified that Former Wife asked her for recommendations for remodeling work to the Pinecrest Home (p. 10, ln. 1-3, 25), she referred a cabinet installer named Guillermo Urbieto (p. 11, ln. 1-17), and that she recommended a supplier of quartz by the name of Raul Aguilar for the countertop Former Wife intended to install (p. 42, ln. 8-9, 17-18; p. 43, ln. 12-16).

12. Both Guillermo Urbieto and Raul Aguilar were later subpoenaed by Former Husband to testify regarding the remodeling work. Mr. Urbieto was deposed on June 30, 2016, and his testimony directly contradicts that given by Former Wife. Unfortunately, Mr. Aguilar did not

honor his subpoena and failed to appear for his July 1, 2016 deposition. Former Husband has moved for entry of an order to show cause for Mr. Aguilar's failure to appear at his deposition. *See* Exhibit "C."

13. The following is portions[†] from Mr. Urbieta's June 30, 2016 deposition, where he refutes the perjurious statements given by Former Wife highlighted in paragraphs 8 and 9, above:

Page 3, ln. 16-20:

Please state your name for the record.

A. Guillermo Urbieta.

Q. And, sir, what is your occupation or profession?

A. I do custom cabinetry.

Page 4, ln. 3-6:

Q. You understand, sir, that you have been served with a subpoena to attend a hearing before Judge Scott Bernstein on July 13th, correct?

A. Yes.

Page 4, ln. 10-25, through page 5, ln. 4:

Q. And I take it you have a business license to make cabinets?

A. Yes.

Q. How long have you been involved in the cabinetry business?

A. Probably like 20 years.

[†] Any emphasis is added.

Q. You were served with a subpoena duces tecum for today's deposition that required you to bring with you certain documents regarding any work performed at the Pinecrest residence where Mrs. Suarez resides, 11201 Southwest 69th Avenue, Pinecrest, Florida. And that would be whether it involved Mrs. Suarez or Maria Suarez or Andrea or Sarah Keeler, including any proposals, drawings, invoices, bills, order of materials, labor services for cabinetry or the quartz countertop in the kitchen of the home she occupies in Pinecrest; and any contracts, proposals, work orders, agreements, shop drawings, invoices or evidence of payment.

Page 5, ln. 15-25, through page 6, ln. 2:

Q. Sir, I show you what our official court reporter has marked as Exhibit 1 for identification. This is a copy of the subpoena.

Do you recognize the document?

A. Yes.

Q. And do you acknowledge being served with this subpoena?

A. Yes, I do.

Q. And would you please tell me what, if any, documents you brought with you in response to the command of the subpoena?

A. I got the invoice of the work that I did and a copy of the check.

Page 6, ln. 11-25, through page 7, ln. 7:

Q. So you're saying that --

A. Basically, that was the contract and the check that she gave me.

Q. These are the only documents you have?

A. Yes.

Q. Who is Nada Suarez?

A. Mrs. Suarez. I call her Nanda.

Q. That's Maria Suarez?

A. Maria Suarez, yes.

Q. Do you know Carolina Venegas?

A. Yes.

Q. Do you know how you came to be contacted, if you were, by Maria Suarez for work at this location?

A. Yes.

Q. How?

A. I have done work for her behalf, for Nanda, through Carolina, which is a mutual friend of ours. Carolina -- I used to install for a showroom where she used to work. So we were good friends for many years, and she's very good friends with Nanda.

Page 7, ln. 17-25, through page 9, ln. 15:

Q. And did Mrs. Suarez call you?

A. Yes.

Q. And what, if anything, did she ask you to do?

A. She told me to go over and give her a quote for doing the kitchen cabinets, the laundry, the kids' baths and the kids' closets.

Q. Was this limited to cabinetry work or did the scope of work go beyond cabinetry, sir?

A. Actually, that's what we started with, and then --

Q. Cabinetry is what you started with?

A. Cabinetry.

Q. Thank you. Go ahead.

A. Cabinets is what we started with, and then I did some doors and some trim for her.

Q. Trim?

A. Casings and installation of interior doors.

Q. And in what rooms did you perform this professional work?

A. We did it in John's room, Sarah's and Andrea's, the two bathrooms, and that was it. Oh, and the door that goes into the bedrooms, like a hall door that goes into the bedrooms. So we did six doors.

Q. And what work, if any, did you do in the kitchen, you or your company?

A. Just installation of cabinetry.

Q. Did you fabricate the cabinets?

A. We fabricated them and installed them.

Q. So the old cabinets were demolished?

A. The old cabinets, they took them out.

Q. Who's "they"?

A. She had somebody else working there, another guy that was working there. I didn't take the cabinets out. The other guy did.

Q. When you say she had another guy, who are you referring to?

A. Mrs. Suarez.

Q. So she had someone there apparently to remove the cabinets?

A. Remove the cabinets.

Q. And you or your company were engaged to fabricate and install new cabinets?

A. New cabinets, yes.

Q. I understand the new cabinets have a new countertop.

A. Correct.

Page 10, ln. 5-25, through page 11, ln. 4:

Q. Now, in your own words, please tell me what you and Mrs. Suarez discussed, if anything, about the work that you were asked to do at the Pinecrest property located at the address I previously provided.

A. Basically, we went over the layouts of what she wanted.

Q. Did she have drawings?

A. I supplied her drawings, so she might have them. I don't have them, but I did supply her.

Q. Where did you get the thoughts or ideas to put in the drawings; did you discuss it with Mrs. Suarez?

A. I discussed it with her, yes.

Q. And she told you what she wanted?

A. Basically, yes.

Q. And what kind of materials did she ask for?

A. We did white acrylic doors on the upper cabinets, and we did laminate oak, gray oak doors on the bottom for the kitchen. In the bathrooms, we did high gloss acrylic, and the closets were just plain white melamine, and then the doors were just like this, flat.

Page 11, ln. 8-25, through page 12, ln. 14:

Q. I don't know how it works, so maybe you can teach me. Did you like recommend these materials or did she specifically ask for them, Mrs. Suarez; how did it work?

A. She asked me what was the trend at the moment, and I brought her samples of the different materials. And her and her daughters basically made the decisions on the colors and so forth.

Q. And her daughters you know to be Andrea and Sarah?

A. Yes.

Q. Had you given her, her being Mrs. Suarez, Maria Suarez, whom you call Nanda -A. I call her Nanda.

Q. -- before giving her any type of

estimate or proposal, did you tell her what the fee would be for your work?

A. No. Basically, she told me the scope of the work that she wanted, and she asked me to quote everything. And she gave me the order. I mean, I've done work for her before. So basically, we discussed what was going to be done in each section, I gave her the proposal and turned it into an invoice. And that's it.

Q. Do you have the invoice?

A. Right here.

Q. You've already given it to me.

A. That's the description of the stuff.

MR. CARUANA: So we are going to mark as Composite Exhibit 2 at this time, sir, the two documents that you brought.

Page 12, ln. 21-25, through page 13, ln. 9:

Q. Sir, I show you what our official reporter has marked as Composite Exhibit 2. These are documents that you were kind enough to bring in response to the subpoena, and I'm going to show them to you.

My first question is, please identify Exhibit 2.

A. That's the invoice, the contract for what I did in her house.

Q. I notice it calls for the signature of Nanda Suarez. Did she sign the original?

A. We had a copy that she signed and I signed, but it was in my briefcase that was stolen from my office.

Page 14, ln. 11-25, through page 15, ln. 3:

Q. So please walk me through the invoice, Exhibit 2. Let's skip that for a minute. You were paid \$10,950?

A. Yes.

Q. And there's a check here, September 15th, 2015, from Patricia Suarez. Who is that?

A. Mrs. Suarez.

Q. Mrs. Suarez?

A. Yes, Nanda Suarez. That's the check she gave me.

Q. And that was the same amount as --

A. For the invoice.

Q. For the invoice. So she paid you in full?

A. I don't know why she did that, but she paid me in full the whole invoice. Normally I take 50 percent up and then the balance, but she gave me the whole amount.

Page 15, ln. 12-21:

Q. So she paid you in advance with this check?

A. With that check, yes.

Q. And that was in September of 2015. When did you commence your work, sir?

A. We started three weeks after the date that she gave me the check. As soon as she gave me the check, I commenced to fabricate the cabinets, and three weeks later we were in her house installing the cabinets.

Page 16, ln. 8-25:

Q. And according to this Exhibit 2 to Nanda Suarez -- and I take it you prepared this invoice?

A. Yes.

Q. And, sir, you signed an original or a copy of it and Mrs. Nanda Suarez signed a copy?

A. Yes.

Q. But you no longer have it?

A. I don't have it. She might have her copy.

Q. First item is kitchen cabinets, and it says one set of cabinets as per drawing. And you don't have the drawing?

A. I don't have the drawings.

Q. Because it was stolen?

A. Yes. My computer -- it was in my computer, yes.

Q. Who originally did the drawings?

A. I did them myself.

Page 18, ln. 12-17:

Q. How many times did you speak to Maria Suarez about any aspect of the work described in Exhibit 2; approximately how many times?

A. We would speak every day. I was there pretty much, I would say, 20 times, I mean back and forth, yes.

Page 23, ln. 5-14:

Q. There was no general contractor on this job, correct?

A. There was a guy that was working there. I imagine he's the GC, because he's the one that was doing the floors and stuff like that.

Q. Ari, Harry?

A. Harry, that guy.

Q. Do you know if Mrs. Venegas recommended him?

A. No, I don't know.

Page 24, ln. 4-11:

Q. Did you participate in any conversations with Mrs. Suarez, whom you call Nanda, and Carolina Venegas together?

A. Yes.

Q. So was there a meeting or meetings?

A. There was one meeting at the beginning when Carolina helped with the design of the kitchen.

Page 27, ln. 8-15 (on cross-examination):

Q. And did Sarah give you instructions about the entire project?

A. No, no. Basically, what she did is she chose the colors, the colors of the things and the frame that I did for her TV and stuff like that; but, basically, it was

me and Mrs. Suarez was the ones that went over the layouts and how they wanted the drawers and the different things.

Page 28, ln. 11-20 (on cross-examination):

Q. This invoice, tell me how it was physically prepared, Exhibit 2.

A. How it was -- I don't understand the question. Well, I did the invoice myself.

Q. So you typed the information on there?

A. The information on there, yes.

Q. Did Mrs. Suarez tell you to type her name there as opposed to somebody else's name?

A. Well, basically, she's the one that pretty much hired me, I guess.

Page 29, ln. 4-19 (on cross-examination):

Q. And the check that you received, that was from a Patricia Suarez?

A. Yes.

Q. Did you send this invoice to Mrs. Suarez in advance?

A. No. I took it to her and she gave me the check that same day.

Q. Did you tell her what the price was in advance?

A. Over the phone, I told her basically what everything was going to come out to, and then I took the invoice to her home, I met her at the house, and she cut me a check to start the work.

Q. You said she cut you a check. Was the check already written?

A. I don't recall.

Page 32, ln. 23-25, through page 33, ln. 15 (on cross-examination):

Q. Now, you testified earlier that this Exhibit 2, the first page of the composite exhibit, that you thought you had a copy that was signed by Nanda.

A. We did sign a copy. We did sign a copy of the contract. It was actually pulled from my other laptop where I make the invoices; but like I told you, I lost it when it was stolen.

Q. Do you sign a copy of the invoice before you present it to a client?

A. No. We signed it together.

Q. So she paid you in full. Are you sure she actually signed the invoice?

A. She signed the invoice and I signed the invoice, yes.

Q. Was Sarah there when she signed the invoice?

A. No.

Page 34, ln. 10-15 (on cross-examination):

Q. Andrea approved the contract?

A. The contract, I did it with Nanda Suarez, but the day that we signed the contract, she was there; but it was just me and Mrs. Suarez were the ones that were doing the contract and the exchange of the check.

Page 34, ln. 23-25, through page 35, ln. 23 (on redirect examination):

Q. Mr. Lorenzen asked you about your bringing the invoice to Mrs. Suarez. I would like to go back over that again. As I understand your testimony, you prepared Exhibit 2, which was the invoice.

A. Yes.

Q. And you brought it to Nanda Suarez, I guess, at the Pinecrest residence.

A. Yes.

Q. Was that on or about August of 2015?

A. Yes.

Q. Now, when you presented it to her, what, if anything, did she do with the invoice when you gave it to her; what did she do?

A. She cut me a check.

Q. Did you watch her write a check; was it in your presence that she cut you a check?

A. Yes.

Q. Did you see her sign the check?

A. Yes, yes.

Q. And she handed you the check?

A. Yes.

Q. And the check she cut and handed you appears in the second page of the exhibit that you provided me, correct?

A. Yes.

Page 36, ln. 9-25 (on redirect examination):

Q. Mr. Lorenzen asked you repeatedly, after you told him what the facts were concerning with whom you went over the scope of work, he asked you repeatedly, well, isn't it true that Sarah approved the work and the scope of the work and all those questions. Did you ever sit down with Sarah and go over Exhibit 2 and have a discussion about the line items?

A. No, sir.

Q. Did you ever sit down with Sarah and go over Exhibit 2 to discuss the amounts of money that you had listed?

A. No.

Page 37, ln. 8-25, through page 38, ln. 1 (on redirect examination):

Q. Did you ever sit with either Sarah or Andrea to discuss the contents of Exhibit 2, which resulted in a statement by Sarah or Andrea, yes, I approve the scope of work?

A. No.

Q. All of that was done between you and Nanda Suarez, correct?

A. Yes.

Q. None of that was done between you and Sarah or Andrea Suarez, correct?

A. No.

Q. Am I correct?

A. Yes.

Q. So no matter how many times Mr. Lorenzen asks you if they approved the scope of the work, you meant they liked the job that you did.

A. They liked the job I did, and they would pick at things and stuff like that. That's what I meant, yes.

Page 38, ln. 7-21 (on redirect examination):

Q. Who was really the one with whom you contracted and had all your significant dealings -- MR. LORENZEN: Objection. Sorry, I thought you were you finished. I was going to object to the form.

Q. -- Sarah or Nanda Suarez?

MR. LORENZEN: Object to the form.

A. Nanda Suarez.

Q. Did you ever have any discussions with anyone you understood to be Nanda Suarez's sister?

A. No.

Q. Did Nanda Suarez tell you she had accounts in her sister's name that she could write checks for up to \$10,000 at a time?

A. No.

Page 41, ln. 16-23 (on recross-examination):

Q. You don't know for certain who it was that was asking for your services to be done, whether it was the children or if it was the mother; you're just making assumptions?

MR. CARUANA: Object to the form of the question.

A. No. The mother was the one that I dealt with.

14. As shown above, Mr. Urbietta, an installer of custom cabinetry, discusses at length the scope of remodeling work that was done at the Pinecrest Home at Former Wife's behest, the invoice for the work, and a check for \$10,950 written by Former Wife (for the remodeling work) in his presence[‡]. For ease of reference, both the invoice and the check produced by Mr. Urbietta at his deposition are separately attached hereto as Exhibits "D" and "E," respectively.

15. In sum, it is clear that Former Wife has perjured herself by denying the fact that she had anything to do with remodeling work at the Pinecrest Home and did not know how the work was paid for. To the contrary, she clearly organized, sought out, designed, and paid for custom renovation work in blatant violation of the Agreement.

16. For a witness in a judicial proceeding to be held in direct criminal contempt based on purported perjurious testimony, it must be shown that: (1) the alleged perjury had an obstructive effect; (2) there was judicial knowledge of the falsity; and (3) the testimony involved was pertinent to the issue at hand. *Rhoads v. State.*, 817 So. 2d 1089 (Fla. 2d DCA 2002).

17. Former Wife's testimony regarding the remodeling work had an obstructive effect, prompting former husband to subpoena several individuals to provide documents and testimony to uncover the truth behind the remodeling work at the Pinecrest Home.

18. As evidenced by the testimony provided by Mr. Urbietta and the check written by Former Wife for the cabinetry work, Former Wife clearly knew that the testimony she gave

[‡] The signature appears to be "Patricia Suarez." Mrs. Maria Suarez had blank check pre-signed by her sister. Maria Suarez then inserted the date, the payee, the numerical amount, and the holographic amount.

at her May 11, 2016 deposition was knowingly false. The idea that she was without knowledge and everything was chosen and paid for by her children is patently preposterous, and demonstrates she will involve her own children in her lies, and place them squarely in litigation issues involving her former husband. This is perhaps the saddest feature of her egregious conduct.

19. This testimony is pertinent to the issue of whether Former Wife has violated the Agreement, and supports Former Husband's Motion for a Stay. As the City of Pinecrest has issued Civil Violation Notices to Former Husband for renovation work done without the requisite permits—and without his prior written consent per the terms of the Agreement—he has been aggrieved.

20. Former Wife's perjury involves issues which are relevant and material in this case. Former Husband purchased a \$1 million home ("Pinecrest Home") for Former Wife and the children pursuant to an Agreement that existed in e-mails, and which Agreement she confirmed existed in her deposition testimony. *See* Motion to Enforce Stipulation. Except for the Stipulation referenced in that Motion, there was no requirement in the final judgment that Former Husband assist former wife in this financial circumstance. It is uncontroverted that Former Wife agreed to certain conditions to induce this purchase. Former Wife has breached several of these conditions, as more fully set forth above. Equity requires enforcement of the Stipulation. The perjured testimony goes to the heart of Former Wife's breach of the Stipulation.

21. If the Court should find there is probable cause to charge Former Wife with criminal contempt, the provisions of Fla. R. Crim. P. 3.840 apply. The Court should then issue an Order to show cause. Former Wife should be informed of the charges against her and she should be formally arraigned. She should be advised of her right to counsel, and she should

be directed to appear on a date certain to show cause why she should not be held in criminal contempt and sentenced to a definite term of incarceration.

22. Alternatively and conjunctively, Former Husband requests that the Court to refer the grave issue of perjury to the Miami-Dade County office of State Attorney for consideration of the filing of an information or indictment for perjury based upon the clear and unambiguous false answers under oath by Maria “Nanda” Suarez nee Keeler material to issues in this case.

23. Former Wife’s perjury has necessitated the filing of this Motion and the Court should order Former Wife responsible for the payment of Former Husband’s attorneys’ fees, suit monies, and costs.

WHEREFORE, Former Husband, John R. Keeler, respectfully requests that the Court enter an Order to show cause as to why Former Wife should not be held in criminal contempt, or referred to prosecution, for committing perjury at her May 11, 2016 deposition, order Former Wife to be responsible for Former Husband’s attorneys’ fees, suit monies and costs, and grant Former Husband any other relief deemed to be just and equitable.

Respectfully submitted,
COFFEY BURLINGTON, P.L.
Counsel for Former Husband
2601 South Bayshore Drive, Penthouse
Miami, Florida 33133
Tel: 305-858-2900; Fax: 305-858-5261

By: /s/ MELISSA J. JACOBS
MELISSA J. JACOBS
Fla. Bar No. 963402
mjacobs@coffeyburlington.com
bkaripis@coffeyburlington.com
service@coffeyburlington.com

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY the foregoing document has been furnished as indicated below on July 8, 2016 to the following:

<u>Dirk Lorenzen, Esq.</u>	<u>Richard Danese, Esq.</u>
<u>Lorenzen Law, P.A.</u>	<u>Gary M. Carman, Esq.</u>
<u>Counsel for Former Wife</u>	<u>Gray Robinson</u>
<u>150 Alhambra Circle, Suite 1220</u>	<u>333 S.E. 2nd Avenue, Suite 3200</u>
<u>Coral Gables, FL 33134</u>	<u>Miami, FL 33131</u>
<u>Tel: (305) 447-1203</u>	<u>Tel: (305) 426-6880</u>
<u>Fax: (305) 447-1272</u>	<u>Fax: (305) 426-6887</u>
<u>Email: dirk@lorenzenlaw.com</u>	<u>Email: gary.carman@gray-robinson.com</u>
<u>eservice@lorenzenlaw.com</u>	<u>Barbara.rodriguez@gray-robinson.com</u>
<u>(Via Court's e-filing portal)</u>	<u>Richard.danese@gray-robinson.com</u>
	<u>(Via Court's e-filing portal)</u>

<u>Sean L. Collin, Esq.</u>	<u>Leyza Blanco, Esq.</u>
<u>1250 S. Pine Island Road, Suite 200</u>	<u>Gray Robinson</u>
<u>Plantation, Florida 33324</u>	<u>leyza.blanco@gray-robinson.com</u>
<u>Phone: (954) 462-8035</u>	
<u>Fax: (954) 462-8036</u>	<u>Raul Aguilar</u>
<u>Email: Family_Civil@lyonssnyder.Com</u>	<u>Florida Kitchen</u>
<u>Sean@lyonssnyder.com</u>	<u>3395 N.W. 79 Avenue</u>
<u>Vanessa@lyonssnyder.com</u>	<u>Doral, FL 33122</u>
<u>(Via Court's e-filing portal)</u>	<u>&</u>
	<u>2900 N.W. 77 Court</u>
	<u>Doral, FL 33122</u>
	<u>(via U.S. Mail)</u>

/s/ MELISSA J. JACOBS
MELISSA J. JACOBS

EXHIBIT 3



Plan Review
Comment Sheet

Village of Pinecrest
12645 Pinecrest Parkway
Pinecrest, FL 33156
Phone: (305) 234-2121

PERMIT NO: BL2019-0623

PARCEL/TAX ID NO: 2050110020060

To: _____ Date: 5/8/2019

Attention: _____ Pages: 1

Fax: _____ E-mail: _____

Address: 11201 SW 69 AVE

BUILDING Date: 5/7/2019 **DENIED** Reviewed By: PAUL BUCKLER

(5/7/2019 4:49 PM PB)

1. FBC 109.3 CONTRACTOR OF RECORD TO PROVIDE AN ITEMIZED SCHEDULE OF VALUES IN CURRENT US DOLLARS FOR ALL LABOR AND MATERIALS, EITHER PROVIDED BY THE CONTRACTOR, THE OWNER, OR ANY BENEVOLENT THIRD PARTIES, INCLUDING PROFIT AND OVERHEAD, FOR ALL WORK ASSOCIATED OR REPRESENTED IN THESE PLANS BEFORE BUILDING PERMIT CAN BE ISSUED.
2. ENGINEER/ARCHITECT TO PROVIDE LETTER CERTIFYING REMOVED PARTITIONS ARE NOT LOAD BEARING.

DERM Date: _____ Reviewed By: _____

DOH Date: _____ Reviewed By: _____

ELECTRICAL Date: 5/1/2019 **APPROVED** Reviewed By: TOM FLINGOS

FIRE Date: _____ Reviewed By: _____

MECHANICAL Date: 4/30/2019 **VOID/CANCEL** Reviewed By: RON REGULA

MECHANICAL Date: 5/1/2019 **DENIED** Reviewed By: RON REGULA

new kitchen hood?
new bathroom exhaust?

PERMIT CLERK Date: _____ Reviewed By: _____

PLUMBING Date: 5/1/2019 **APPROVED** Reviewed By: RAFAEL HERNANDEZ

REVIEW|COUNTY IMP FI Date: _____ Reviewed By: _____

STRUCTURAL Date: 4/30/2019 **NOT APPLICABLE** Reviewed By: JAVIER CANIZARES

5/8/2019

WATERHOUSE CONSTRUCTION GROUP INC
5801 COMMERCE LANE
MIAMI, FL 33134

Re: 11201 SW 69 AVE
BL2019-0623

Dear Applicant:

In accordance with Florida Building Code Section 105.3.1, please be advised that the application and/or plans for the above referenced project have been reviewed by the Village of Pinecrest Building and Planning Department and have been rejected. Enclosed for your information are the most recent comments from the plans reviewer(s) detailing the deficiencies in your application and the corrective actions necessary to receive approval. For specific code related questions, please contact the plans reviewer directly at (305) 234-2121.

You must submit all required additional information and/or plans within **one hundred and eighty (180) days** from the date of the last review. Submittals will be accepted by the Village's Building and Planning Department during the hours of 8:00 a.m. through 2:00 p.m., Monday through Friday. Failure to submit the additional information within one hundred and eighty (180) calendar days will be considered an abandonment of the application, thereby voiding and nullifying the review process. Any plans or documents in the processing file will be discarded.

If you have any questions regarding the contents of this letter, please feel free to contact our office and ask to speak to our Plans Processing Clerk at (305) 234-2121.

Sincerely,

Plans Processing Clerk

cc:

JOHN R KEELER
11201 SW 69 AVE
PINECREST FL 33156

EXHIBIT 4

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

CASE NO.: 2020-10058 FC 28

JOHN R. KEELER, an individual,
and ERIKA BOOM, an individual,

Plaintiffs/Counter-Defendants,

vs.

MARIA FERNANDA SUAREZ,
an individual,

Defendant/Counter-Plaintiff.

_____ /

SECOND AMENDED COMPLAINT FOR POSSESSION

Comes now the Plaintiffs, JOHN R. KEELER and ERIKA BOOM, (“Plaintiffs”), by and through their undersigned counsel and hereby sues Defendants, MARIA FERNANDA SUAREZ (“SUAREZ”) and Dirk Lorenzen, Esq. (“LORENZEN”) (sometimes collectively referred to as “Defendants”), and all others in possession, for possession of property pursuant to §83.59, Florida Statutes, for Slander of Title and in support thereof states as follows:

1. This is an action against SUAREZ for possession of the residential real property located in Miami-Dade County, Florida, pursuant to §83.59, Florida Statutes.
2. This is an action for damages against SUAREZ and LORENZEN, in excess of \$30,000.00 and within the subject matter jurisdiction of this Court.
3. SUAREZ is a resident of Miami-Dade County and is otherwise sui juris.
4. LORENZEN is an attorney, licensed to practice law in the State of Florida, is a resident of Miami-Dade County and is otherwise sui juris. At all times relevant, LORENZEN was counsel for SUAREZ in this action.

GENERAL ALLEGATIONS

5. Plaintiffs are the landlords and owners of the real property located at 11201 S.W. 69th Avenue, Pinecrest, Florida, 33156 (the “Premises”).

6. SUAREZ has possession of said Premises pursuant to an agreement entered into on June 29, 2015 between SUAREZ and Plaintiff, John R. Keeler (“Keeler”). Pursuant to the Agreement, Keeler agreed to provide SUAREZ with a home, rent free, except for the monthly payments of utilities, including electric, water, alarm and internet, which were to be paid by SUAREZ. A copy of the June 29, 2015 Agreement is attached hereto as Exhibit “A”.

7. The Agreement was specifically contingent upon the following, “The former wife (SUAREZ) shall not cause any liens to be placed on the property (Premises)”. Further, “The Former Wife shall not cause any modifications or remodeling, inside or outside, without prior written consent from the former husband (Keeler)”.

8. On February 7, 2020, Plaintiffs filed an action for possession against SUAREZ. In response to the action for possession, SUAREZ filed a counter-claim and by and through her attorney, LORENZEN, caused a Notice of Lis Pendens (the “Lis Pendens”) to be improperly filed in the Public Records in and for Miami-Dade County, Florida. In fact, the Lis Pendens was actually signed by LORENZEN. The Lis Pendens is not based upon a recorded instrument or a lien under Part 1 of Chapter 713. A copy of the Lis Pendens is attached hereto as Exhibit “B”.

COUNT I - ACTION FOR POSSESSION

9. Plaintiffs reallege and reaver Paragraphs “1” through “8” as though fully set forth herein.

10. SUAREZ breached the terms of the Agreement by undertaking remodeling of the Premises which resulted in a lien on the Premises by the City of Pinecrest.

11. On December 27, 2019, SUAREZ was provided with a Notice of Termination of the Agreement relating to the occupancy of the Premises. SUAREZ was provided with thirty (30) days notice to vacate the property.

12. SUAREZ remains in possession of the Premises without permission of the Plaintiffs and thus is a holdover tenant.

13. Upon prevailing in this action, Plaintiffs are entitled to recover their reasonable attorney’s fees pursuant to §83.48, Florida Statutes.

WHEREFORE, Plaintiffs, JOHN R. KEELER and ERIKA BOOM, demand judgment for possession of the Premises against Defendant, MARIA FERNANDA SUAREZ and ALL OTHERS IN POSSESSION, together with an award of reasonable attorney’s fee and costs, as set forth above and for any other relief this Court deems just and proper.

COUNT II- SLANDER OF TITLE
(Against SUAREZ and LORENZEN)

14. Plaintiffs reallege and reaver Paragraphs “1” thorough “8” as though fully set forth herein.

15. The Lis Pendens is not based upon a recorded instrument or a lien under Part 1 of Chapter 713. The Lis Pendens contains false information regarding SUAREZ’ capacity to institute

a counterclaim on behalf of her special needs child, as the child is over the age of 18 and SUAREZ has never been legally appointed as the child's guardian.

16. SUAREZ does not have an ownership or lien interest in the subject property. The filing of the Lis Pendens in the Public Records in and for Miami-Dade County, Florida constitutes a materially false attestation that the result of the counterclaim might specifically affect the subject property.

17. By filing the Lis Pendens in the official Public Records in and for Miami-Dade County, Florida, SUAREZ and LORENZEN have knowingly and intentionally communicated false statements to third parties which disparaged the Plaintiffs' title and caused actual damages.

18. The Plaintiffs were prevented from listing the subject property for sale after advising their listing agent that the Lis Pendens was placed on the property, as the Lis Pendens operated as a cloud on the title of property, essentially rendering it unsellable.

19. The Plaintiffs were forced to allocate limited financial resources toward legal fees to remove the false and improper Lis Pendens from the subject property, resulting in the inability to fund a second mortgage on the subject property. The Plaintiffs' resulting inability to pay the second mortgage caused the mortgage lender to move to foreclose on the subject property, which has led to continuing financial injury to the Plaintiffs.

20. On November 23, 2020, the Lis Pendens was dissolved by Order of this Court; however, the foreclosure proceedings had already been instituted on the subject property, preventing the Plaintiffs from recovering the full equity in the property.

21. The improper filing of the Lis Pendens constituted a willful, malicious and intentional disparagement and slander of Plaintiffs' title to the subject property.

22. As a direct and proximate result of SUAREZ' and LORENZEN's wrongful filing of the Lis Pendens as outlined above, the Plaintiffs have suffered damages in excess of \$250,000.00, including special damages and reasonable attorney's fees incurred in defense of the action taken by these Defendants.

WHEREFORE, Plaintiffs, JOHN R. KEELER and ERIKA BOOM, demand judgment for damages in excess of \$30,000.00, plus costs, prejudgment and post-judgment interest, attorney's fees and any other relief this Court deems just and proper.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Second Amended Complaint has been forwarded via e-mail service, this 4th day of MAY, 2021, to: Dirk Lorenzen, Esq., Attorneys for Defendant, 150 Alhambra Circle, Suite 1220, Coral Gables, Florida 33134 at eservice@lorenzenlaw.com and dirk@lorenzenlaw.com.

KAHN & RESNIK, P.L.
Attorneys for Plaintiffs
500 East Broward Boulevard
Suite 1710
Fort Lauderdale, Florida 33394
Telephone: (954) 522-4129
Facsimile: (954) 736-3718
mresnik@kr-lawyer.com

By: s/Marcy S. Resnik
MARCY S. RESNIK
Florida Bar No. 766062

EXHIBIT “A”

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From: Melissa J. Jacobs
Sent: Friday, May 08, 2015 12:28 PM
To: ricardo@repinespa.com
Subject: Keeler/Suarez

Mr. Pines:

As you are aware, my client, in good faith, purchased a home for the use of the former wife and the parties' three children, without the use of the trust funds to acquire the home.

The closing on the home is scheduled for today.

Prior to the former wife moving into the home, please confirm the below in order to ameliorate any future issues:

- The former wife may not change the locks nor the remote access door to the property and cannot restrict my client from access to the property. Of course he understands that she will be living there and he will respect her privacy;
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- The former husband will set up all of the utility services accounts (electric, water, alarm, internet, gardener, pool, etc). the former wife shall pay the invoices directly in a timely manner. The reason for this is to not have the situation that occurred in the former marital home when the former wife's actions caused liens from unpaid utilities to be put against the former home; and
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Please respond to this email confirming the terms contained herein

Thank you,

**Please note that our address has changed!

Melissa J. Jacobs

COFFEY | BURLINGTON
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T. 305-858-2900
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Sent: Monday, June 29, 2015 8:36 PM
Subject: Re: New address for the kids
To: Sarah Keeler <johnrkeeler@yahoo.com>
Cc: <andrukeeler@ymail.com>

John

I accept your conditions.

When can we move in?

Please let me know

Thank you

EXHIBIT “B”

IN THE COUNTY COURT,
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO.: 2020-001967 CC 26

JOHN R. KEELER, an individual,
And ERIKA BOOM, an individual,
Plaintiffs,

vs.

MARIA FERNANDA SUAREZ,
An individual.
Defendant.

NOTICE OF LIS PENDENS

TO PLAINTIFFS/COUNTER-DEFENDANTS AND ALL OTHERS WHOM IT MAY CONCERN:

You are notified of the following:

- (a) The Defendant/Counter-plaintiff, Maria Suarez, has instituted a counterclaim for a constructive or resulting trust with respect to the following described property below.
- (b) The Defendant/Counter-plaintiff in this action is Maria Suarez, in her capacity as co-trustee of four qualified subchapter S trusts established for the benefit of two of her children and in her capacity as natural guardian of her special needs child who is over the age of 18 but not emancipated, and the natural guardian of her minor child.
- (c) The action is pending in the County Court in and for Miami-Dade County, Florida under case number 2020-01967-CC 26. It is reasonably anticipated that it may be transferred to the circuit court in the ordinary course because the counter-claim exceeds the jurisdictional limits of the county court.
- (d) The action was commenced by a filing dated 2/7/2020. The counterclaim was filed together with a motion to dismiss the initial complaint on 2/18/2020.
- (e) The address of the property at issue is:


11201 S.W. 69th Ave. Pinecrest, FL 33156.

- (f) The legal description of the property at issue is:

Lot 5, Block 1 of OAKRIDGE ESTATES SECTION 1, according to the plat thereof as recorded in Plat Book 56, Page(s) 92 of the public records of Miami Dade Country, Florida

Dated at Miami, Miami Dade County, Florida this 12 day of March, 2020.

Respectfully Submitted,



Dirk Lorenzen, Esq.
Florida Bar No.: 821276
Lorenzen Law, P.A.
150 Alhambra Circle, Suite 1220
Coral Gables, Florida 33134
Tel: (305) 447-1203
eservice@lorenzenlaw.com

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document has been forwarded via E-Filing Portal to attorney for the Plaintiffs, Marcy S. Resnik, Esq., at mresnik@kr-lawyer.com on this March 12, 2020.



Dirk Lorenzen

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

CASE NO.: 2020-10058 FC 28

JOHN R. KEELER, an individual,
and ERIKA BOOM, an individual,

Plaintiffs/Counter-Defendants,

vs.

MARIA FERNANDA SUAREZ,
an individual,

Defendant/Counter-Plaintiff.

/

SECOND AMENDED COMPLAINT FOR POSSESSION

Comes now the Plaintiffs, JOHN R. KEELER and ERIKA BOOM, (“Plaintiffs”), by and through their undersigned counsel and hereby sues Defendants, MARIA FERNANDA SUAREZ (“SUAREZ”) and Dirk Lorenzen, Esq. (“LORENZEN”) (sometimes collectively referred to as “Defendants”), and all others in possession, for possession of property pursuant to §83.59, Florida Statutes, for Slander of Title and in support thereof states as follows:

1. This is an action against SUAREZ for possession of the residential real property located in Miami-Dade County, Florida, pursuant to §83.59, Florida Statutes.
2. This is an action for damages against SUAREZ and LORENZEN, in excess of \$30,000.00 and within the subject matter jurisdiction of this Court.
3. SUAREZ is a resident of Miami-Dade County and is otherwise sui juris.
4. LORENZEN is an attorney, licensed to practice law in the State of Florida, is a resident of Miami-Dade County and is otherwise sui juris. At all times relevant, LORENZEN was counsel for SUAREZ in this action.

GENERAL ALLEGATIONS

5. Plaintiffs are the landlords and owners of the real property located at 11201 S.W. 69th Avenue, Pinecrest, Florida, 33156 (the “Premises”).

6. SUAREZ has possession of said Premises pursuant to an agreement entered into on June 29, 2015 between SUAREZ and Plaintiff, John R. Keeler (“Keeler”). Pursuant to the Agreement, Keeler agreed to provide SUAREZ with a home, rent free, except for the monthly payments of utilities, including electric, water, alarm and internet, which were to be paid by SUAREZ. A copy of the June 29, 2015 Agreement is attached hereto as Exhibit “A”.

7. The Agreement was specifically contingent upon the following, “The former wife (SUAREZ) shall not cause any liens to be placed on the property (Premises)”. Further, “The Former Wife shall not cause any modifications or remodeling, inside or outside, without prior written consent from the former husband (Keeler)”.

8. On February 7, 2020, Plaintiffs filed an action for possession against SUAREZ. In response to the action for possession, SUAREZ filed a counter-claim and by and through her attorney, LORENZEN, caused a Notice of Lis Pendens (the “Lis Pendens”) to be improperly filed in the Public Records in and for Miami-Dade County, Florida. In fact, the Lis Pendens was actually signed by LORENZEN. The Lis Pendens is not based upon a recorded instrument or a lien under Part 1 of Chapter 713. A copy of the Lis Pendens is attached hereto as Exhibit “B”.

COUNT I - ACTION FOR POSSESSION

9. Plaintiffs reallege and reaver Paragraphs “1” through “8” as though fully set forth herein.

10. SUAREZ breached the terms of the Agreement by undertaking remodeling of the Premises which resulted in a lien on the Premises by the City of Pinecrest.

11. On December 27, 2019, SUAREZ was provided with a Notice of Termination of the Agreement relating to the occupancy of the Premises. SUAREZ was provided with thirty (30) days notice to vacate the property.

12. SUAREZ remains in possession of the Premises without permission of the Plaintiffs and thus is a holdover tenant.

13. Upon prevailing in this action, Plaintiffs are entitled to recover their reasonable attorney’s fees pursuant to §83.48, Florida Statutes.

WHEREFORE, Plaintiffs, JOHN R. KEELER and ERIKA BOOM, demand judgment for possession of the Premises against Defendant, MARIA FERNANDA SUAREZ and ALL OTHERS IN POSSESSION, together with an award of reasonable attorney’s fee and costs, as set forth above and for any other relief this Court deems just and proper.

COUNT II- SLANDER OF TITLE
(Against SUAREZ and LORENZEN)

14. Plaintiffs reallege and reaver Paragraphs “1” thorough “8” as though fully set forth herein.

15. The Lis Pendens is not based upon a recorded instrument or a lien under Part 1 of Chapter 713. The Lis Pendens contains false information regarding SUAREZ’ capacity to institute

a counterclaim on behalf of her special needs child, as the child is over the age of 18 and SUAREZ has never been legally appointed as the child's guardian.

16. SUAREZ does not have an ownership or lien interest in the subject property. The filing of the Lis Pendens in the Public Records in and for Miami-Dade County, Florida constitutes a materially false attestation that the result of the counterclaim might specifically affect the subject property.

17. By filing the Lis Pendens in the official Public Records in and for Miami-Dade County, Florida, SUAREZ and LORENZEN have knowingly and intentionally communicated false statements to third parties which disparaged the Plaintiffs' title and caused actual damages.

18. The Plaintiffs were prevented from listing the subject property for sale after advising their listing agent that the Lis Pendens was placed on the property, as the Lis Pendens operated as a cloud on the title of property, essentially rendering it unsellable.

19. The Plaintiffs were forced to allocate limited financial resources toward legal fees to remove the false and improper Lis Pendens from the subject property, resulting in the inability to fund a second mortgage on the subject property. The Plaintiffs' resulting inability to pay the second mortgage caused the mortgage lender to move to foreclose on the subject property, which has led to continuing financial injury to the Plaintiffs.

20. On November 23, 2020, the Lis Pendens was dissolved by Order of this Court; however, the foreclosure proceedings had already been instituted on the subject property, preventing the Plaintiffs from recovering the full equity in the property.

21. The improper filing of the Lis Pendens constituted a willful, malicious and intentional disparagement and slander of Plaintiffs' title to the subject property.

22. As a direct and proximate result of SUAREZ' and LORENZEN's wrongful filing of the Lis Pendens as outlined above, the Plaintiffs have suffered damages in excess of \$250,000.00, including special damages and reasonable attorney's fees incurred in defense of the action taken by these Defendants.

WHEREFORE, Plaintiffs, JOHN R. KEELER and ERIKA BOOM, demand judgment for damages in excess of \$30,000.00, plus costs, prejudgment and post-judgment interest, attorney's fees and any other relief this Court deems just and proper.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Second Amended Complaint has been forwarded via e-mail service, this 4th day of MAY, 2021, to: Dirk Lorenzen, Esq., Attorneys for Defendant, 150 Alhambra Circle, Suite 1220, Coral Gables, Florida 33134 at eservice@lorenzenlaw.com and dirk@lorenzenlaw.com.

KAHN & RESNIK, P.L.
Attorneys for Plaintiffs
500 East Broward Boulevard
Suite 1710
Fort Lauderdale, Florida 33394
Telephone: (954) 522-4129
Facsimile: (954) 736-3718
mresnik@kr-lawyer.com

By: s/Marcy S. Resnik
MARCY S. RESNIK
Florida Bar No. 766062

EXHIBIT “A”

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Subject: Keeler/Suzarez

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As you are aware, my client, in good faith, purchased a home for the use of the former wife and the parties' three children, without the use of the trust funds to acquire the home.

The closing on the home is scheduled for today.

Prior to the former wife moving into the home, please confirm the below in order to ameliorate any future issues:

- The former wife may not change the locks nor the remote access door to the property and cannot restrict my client from access to the property. Of course he understands that she will be living there and he will respect her privacy;
- The former wife shall not cause any liens to be placed on the property;
- The former wife shall not cause any modifications or remodeling, inside or outside, without prior written consent from the former husband;
- The former husband will set up all of the utility services accounts (electric, water, alarm, internet, gardener, pool, etc). the former wife shall pay the invoices directly in a timely manner. The reason for this is to not have the situation that occurred in the former marital home when the former wife's actions caused liens from unpaid utilities to be put against the former home; and
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Thank you,

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Sent: Monday, June 29, 2015 8:36 PM

Subject: Re: New address for the kids

To: Sarah Keeler <johnrkeeler@yahoo.com>

Cc: <andrcakeeler@ymail.com>

John

I accept your conditions.

When can we move in?

Please let me know

Thank you

EXHIBIT “B”

**IN THE COUNTY COURT,
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO.: 2020-001967 CC 26

JOHN R. KEELER, an individual,
And ERIKA BOOM, an individual,
Plaintiffs,

vs.

MARIA FERNANDA SUAREZ,
An individual.
Defendant.

NOTICE OF LIS PENDENS

TO PLAINTIFFS/COUNTER-DEFENDANTS AND ALL OTHERS WHOM IT MAY CONCERN:

You are notified of the following:

- (a) The Defendant/Counter-plaintiff, Maria Suarez, has instituted a counterclaim for a constructive or resulting trust with respect to the following described property below.
- (b) The Defendant/Counter-plaintiff in this action is Maria Suarez, in her capacity as co-trustee of four qualified subchapter S trusts established for the benefit of two of her children and in her capacity as natural guardian of her special needs child who is over the age of 18 but not emancipated, and the natural guardian of her minor child.
- (c) The action is pending in the County Court in and for Miami-Dade County, Florida under case number 2020-01967-CC 26. It is reasonably anticipated that it may be transferred to the circuit court in the ordinary course because the counter-claim exceeds the jurisdictional limits of the county court.
- (d) The action was commenced by a filing dated 2/7/2020. The counterclaim was filed together with a motion to dismiss the initial complaint on 2/18/2020.
- (e) The address of the property at issue is:


11201 S.W. 69th Ave. Pinecrest, FL 33156.

- (f) The legal description of the property at issue is:

Lot 5, Block 1 of OAKRIDGE ESTATES SECTION 1, according to the plat thereof as recorded in Plat Book 56, Page(s) 92 of the public records of Miami Dade Country, Florida

Dated at Miami, Miami Dade County, Florida this 12 day of March, 2020.

Respectfully Submitted,



Dirk Lorenzen, Esq.
Florida Bar No.: 821276
Lorenzen Law, P.A.
150 Alhambra Circle, Suite 1220
Coral Gables, Florida 33134
Tel: (305) 447-1203
eservice@lorenzenlaw.com

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document has been forwarded via E-Filing Portal to attorney for the Plaintiffs, Marcy S. Resnik, Esq., at mresnik@kr-lawyer.com on this March 12, 2020.



Dirk Lorenzen

FORM 1.997. CIVIL COVER SHEET

The civil cover sheet and the information contained in it neither replace nor supplement the filing and service of pleadings or other documents as required by law. This form must be filed by the plaintiff or petitioner with the Clerk of Court for the purpose of reporting data pursuant to section 25.075, Florida Statutes. (See instructions for completion.)

I. CASE STYLE

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

Case No.: _____
Judge: _____

John R Keeler, Erika Boom
Plaintiff
vs.
Maria F Suarez
Defendant

II. AMOUNT OF CLAIM

Please indicate the estimated amount of the claim rounded to the nearest dollar \$

III. TYPE OF CASE (If the case fits more than one type of case, select the most definitive category.) If the most descriptive label is a subcategory (is indented under a broader category), place an x on both the main category and subcategory lines.

- Condominium
- Contracts and indebtedness
- Eminent domain
- Auto negligence
- Negligence – other
 - Business governance
 - Business torts
 - Environmental/Toxic tort
 - Third party indemnification
 - Construction defect
 - Mass tort
 - Negligent security
 - Nursing home negligence
 - Premises liability – commercial
 - Premises liability – residential
- Products liability
- Real Property/Mortgage foreclosure
 - Commercial foreclosure
 - Homestead residential foreclosure
 - Non-homestead residential foreclosure
 - Other real property actions
- Professional malpractice
 - Malpractice – business
 - Malpractice – medical

- Malpractice – other professional
- Other
 - Antitrust/Trade Regulation
 - Business Transaction
 - Circuit Civil - Not Applicable
 - Constitutional challenge-statute or ordinance
 - Constitutional challenge-proposed amendment
 - Corporate Trusts
 - Discrimination-employment or other
 - Insurance claims
 - Intellectual property
 - Libel/Slander
 - Shareholder derivative action
 - Securities litigation
 - Trade secrets
 - Trust litigation
- County Civil
 - Small Claims up to \$8,000
 - Civil
 - Replevins
 - Evictions
 - Other civil (non-monetary)

COMPLEX BUSINESS COURT

This action is appropriate for assignment to Complex Business Court as delineated and mandated by the Administrative Order. Yes No

- IV. REMEDIES SOUGHT** (check all that apply):
- Monetary;
 - Non-monetary declaratory or injunctive relief;
 - Punitive

- V. NUMBER OF CAUSES OF ACTION:**
(Specify)

1

- VI. IS THIS CASE A CLASS ACTION LAWSUIT?**
- Yes
 - No

- VII. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?**
- No
 - Yes – If “yes” list all related cases by name, case number and court:

- VIII. IS JURY TRIAL DEMANDED IN COMPLAINT?**
- Yes
 - No
-

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief, and that I have read and will comply with the requirements of Florida Rule of Judicial Administration 2.425.

Signature: s/ Marcy S Resnik
Attorney or party

FL Bar No.: 766062
(Bar number, if attorney)

Marcy S Resnik
(Type or print name)

Date: 02/07/2020

IN THE COUNTY COURT, IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

CASE NO.: _____

JOHN R. KEELER, an individual,
and ERIKA BOOM, an individual,

Plaintiffs,

vs.

MARIA FERNANDA SUAREZ,
an individual,

Defendant.

_____ /

COMPLAINT FOR POSSESSION

Comes now the Plaintiffs, JOHN R. KEELER and ERIKA BOOM, (“Plaintiffs”), by and through their undersigned counsel and hereby sues Defendant, MARIA FERNANDA SUAREZ (“Defendant”), and all others in possession, for possession of property pursuant to §83.59, Florida Statutes, and in support thereof states as follows:

1. This is an action against the Defendant for possession of the residential real property located in Miami-Dade County, Florida, pursuant to §83.59, Florida Statutes.
2. Plaintiffs are the landlords and owners of the real property located at 11201 S.W. 69th Avenue, Pinecrest, Florida, 33156 (the “Premises”).
3. Defendant has possession of said Premises pursuant to an agreement entered into on June 29, 2015 between the Defendant and Plaintiff, John R. Keeler (“Keeler”). Pursuant to the agreement, Keeler agreed to provide Defendant with a home, rent free, except for the monthly payments of utilities, including electric, water, alarm and internet, which were to be paid by Defendant. A copy of the June 29, 2015 Agreement is attached hereto as Exhibit “A”.

4. The Agreement was specifically contingent upon the following, “The former wife (the Defendant herein) shall not cause any liens to be placed on the property;” (Premises). Further, “The Former Wife shall not cause any modifications or remodeling, inside or outside, without prior written consent from the former husband;” (Keeler).

5. Defendant breached the terms of the Agreement by undertaking remodeling of the Premises which resulted in a lien on the Premises by the City of Pinecrest.

6. On December 27, 2019, Defendant was provided with a Notice of Termination of the Agreement relating to the occupancy of the Premises. Defendant was provided with thirty (30) days notice to vacate the property.

7. Defendant remains in possession of the Premises without permission of the Plaintiffs and thus is a holdover tenant.

8. Upon prevailing in this action, Plaintiffs are entitled to recover their reasonable attorney’s fees pursuant to §83.48, Fla. Stat.

WHEREFORE, Plaintiffs, JOHN R. KEELER and ERIKA BOOM, demand judgment for possession of the Premises against Defendant, MARIA FERNANDA SUAREZ and ALL OTHERS IN POSSESSION, together with an award of reasonable attorney’s fee and costs, as set forth above and for any other relief this Court deems just and proper

DATED this 7th day of FEBRUARY, 2020.

KAHN & RESNIK, P.L.
Attorneys for Plaintiffs
Suite 207
1815 Griffin Road
Dania, Florida 33004
Telephone: (954) 522-4129
Facsimile: (954) 522-4523
mresnik@kr-lawyer.com

By: s/Marcy S. Resnik
MARCY S. RESNIK
Florida Bar No. 766062

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Cc: <andrukeeler@ymail.com>

John

I accept your conditions.

When can we move in?

Please let me know

Thank you

IN THE CIRCUIT COURT OF THE 11TH
 JUDICIAL CIRCUIT IN AND FOR MIAMI-
 DADE COUNTY, FLORIDA
 FAMILY DIVISION
 CASE NO. 07-29085 FC (28)

IN RE: THE MARRIAGE OF)
)
 MARIA FERNANDA KEELER,)
)
 Petitioner/Wife,)
)
 and)
)
 JOHN R. KEELER,)
)
 Respondent/Husband.)
 -----X

DEPOSITION OF MARIA FERNANDA KEELER
 (n/k/a MARIA SUAREZ)

taken before Kerry Walker Porter, Court Reporter and
 Notary Public in and for the State of Florida at
 Large, at the Law Offices of Coffey Burlington,
 Penthouse 1 Suite, at 2601 South Bayshore Drive, Miami,
 Florida, on Wednesday, May 11, 2016, commencing at
 11:35 a.m., pursuant to Re-Notice of Taking Deposition
 Duces Tecum.

E-X-H-I-B-I-T-S - CONTINUED
 RESPONDENT'S FOR IDENTIFICATION PAGE

No. 6 - Document titled Former Husband's Objection (and Response) to Former Wife's Motion for Entry of a Partial Final Money Judgment and Former Husband's Motion to Deny or Defer Judgment Protect Marital Assets. 89
 No. 7 - Five-page letter dated 12/22/08 to Andrew M. Leinoff from Franklin J. Siegel 95
 No. 8 - Composite, four documents 104
 No. 9 - A document titled Calculation of Sums due under Paragraph 3.14 of the Settlement Agreement Adopted and Ratified as an Order of the Court in the Final Judgment dated December 12, 2008 108
 No. 10 - Composite, 36 pages, consisting of copies of checks and deposit slips 111
 No. 11 - A document titled Former Wife's Notice of Filing Financial Affidavit 123
 No. 12 - E-mail from Melissa Jacobs to Ricardo Pines dated 5/8/15 133
 No. 13 - An email exchange between Nanda Suarez and John R. Keeler 137
 No. 14 - Two-page letter to Ricardo E. Pines from Albert G. Caruana dated 8/6/2015, 139
 No. 15 - 2012 1040 for Maria F. Suarez 140
 No. 16 - 2013 1040 for Maria F. Suarez 140
 No. 17 - 2014 1040 for Maria F. Suarez 140
 No. 18 - Composite, Document titled Request for Production of Documents and the Response thereto 145

APPEARANCES:

LORENZEN LAW, P.A.
 (BY MR. DIRK LORENZEN)
 150 Alhambra Circle
 Suite 1220
 Coral Gables, Florida 33134
 On behalf of the Petitioner.
 [dirk@lorenzenlaw.com]
 COFFEY BURLINGTON, P.L.
 (BY MR. ALBERT G. CARUANA)
 Penthouse 1
 2601 South Bayshore Drive
 Miami, Florida 33133
 On behalf of the Respondent.
 [acaruana@coffeyburlington.com]

I-N-D-E-X

WITNESS DIRECT CROSS REDIRECT RECROSS
 MARIA FERNANDA KEELER/SUAREZ
 BY MR. CARUANA 4 168
 BY MR. LORENZEN 153 --

E-X-H-I-B-I-T-S

RESPONDENT'S FOR IDENTIFICATION PAGE
 No. 1 - Re-Notice of Taking Deposition Duces Tecum of the Petitioner 4
 No. 2 - Civil Violation Notice with attached photographs 12
 No. 3 - Document titled Lorenzen Law, P.A. Retainer Agreement 57
 No. 4 - Settlement Agreement 64
 No. 5 - Petitioner's Pleading 85

1 Thereupon,
 2 MARIA FERNANDA KEELER (n/k/a MARIA SUAREZ)
 3 having been first duly sworn, was examined and
 4 testified as follows:
 5 DIRECT EXAMINATION
 6 BY MR. CARUANA:
 7 Q Please state your name.
 8 A Maria Fernanda Suarez.
 9 Q And I take it you prefer to be addressed as
 10 Ms. Suarez?
 11 A Yes.
 12 Q Of course. What is your address, ma'am?
 13 A 11201 Southwest 69th Avenue, Miami, Florida,
 14 33156.
 15 Q Is that the home in Pinecrest?
 16 A Yes.
 17 Q And who lives there with you?
 18 A John, Jr. and Sarah.
 19 Q Did you bring any documents with you today?
 20 A Yes, I do.
 21 MR. CARUANA: What did you bring?
 22 Miss Reporter, mark this as Exhibit 1.
 23 (Thereupon, the Re-Notice of Taking
 24 Deposition Duces Tecum of the Petitioner
 25 was marked as Respondent's Exhibit No. 1

1 for Identification.)
 2 Q (BY MR. CARUANA) I'm going to show you
 3 what our court reporter has marked as Exhibit 1 for
 4 Identification. This is a copy of the Re-Notice of
 5 your deposition. It's called Duces Tecum, and it
 6 lists the documents that we requested that you bring
 7 with you.
 8 Would you please kindly look at that and tell
 9 me if you've ever seen that before?
 10 A Yes.
 11 Q Looking at Exhibit A, paragraph one, did you
 12 bring any bank statements?
 13 A No.
 14 Q Did you bring any federal tax returns?
 15 A Yes.
 16 Q Have you filed a tax return every year for
 17 the past five years?
 18 A Yes.
 19 Q You brought your passport.
 20 A Yes.
 21 Q Did you bring your charge account statements?
 22 A What is a charge account ---
 23 Q A credit card.
 24 A I don't have credit cards.
 25 Q None? Did you bring the registration for

1 vehicles that you drive?
 2 A I don't have any car.
 3 Q You don't have the Porsche?
 4 A No.
 5 Q It was sold?
 6 A Long time ago, yes.
 7 Q Yes, but then you said it was repossessed
 8 because you couldn't pay.
 9 A What?
 10 Q When you had it back after you sold it, you
 11 stated that he didn't pay the money, so you repossessed
 12 the car.
 13 A I have no idea what you're talking about.
 14 Q Okay. What car are you driving now?
 15 A Mercedes Benz.
 16 Q What model?
 17 A GK-something.
 18 Q Who pays for that car?
 19 A I believe John Keeler.
 20 Q Who pays for the automobile insurance, if
 21 any?
 22 A I believe John Keeler.
 23 Q We know that you don't pay for those two
 24 things.
 25 A I don't.

1 Q Is there any provision, to your knowledge, in
 2 your divorce agreement, that requires him to pay for a
 3 car and car insurance for you?
 4 MR. LORENZEN: Object to the form. You may
 5 answer.
 6 THE WITNESS: I don't remember that.
 7 Q (BY MR. CARUANA) Do you know how much the
 8 car payment is for the Mercedes that you drive?
 9 A No.
 10 Q Do you know how much the insurance is for --
 11 A No.
 12 Q (Continuing) -- the Mercedes that you drive?
 13 A No.
 14 Q What year is it?
 15 A No idea.
 16 Q Is it an SUV?
 17 A It's a small SUV.
 18 Q Number six, documents reflecting travel for
 19 the past three years.
 20 A I don't have any documents, no.
 21 Q Have you traveled?
 22 A For the last three years?
 23 Q Yes.
 24 A Yes, I do.
 25 Q To where?

1 A I went to Canada.
 2 Q Is that all?
 3 A Yes, that I remember.
 4 Q No Europe?
 5 A Yes, I went to Europe.
 6 Q How many times?
 7 A Once.
 8 Q What countries did you visit in Europe?
 9 A France and Spain.
 10 Q What year did you make that trip?
 11 A December 2013, so yes.
 12 Q I'm not interested in any male companions, I
 13 just want to know if any of your children accompanied
 14 you on that trip?
 15 A My three children.
 16 Q John, Jr. ---
 17 A Andrea and Sarah.
 18 Q All went on that trip?
 19 A Yes.
 20 Q How about Canada, did the children also
 21 travel --
 22 A Yes. Um-hmm.
 23 Q (Continuing) -- to Canada?
 24 It would be very good for the court reporter
 25 if you allowed me to finish asking before you start

1 answering.

2 A Okay.

3 Q So we have what's called a clean record.

4 A Perfect.

5 Q Thank you. So were there any other trips

6 during that period of time?

7 A Not that I remember.

8 Q How about within the United States?

9 MR. LORENZEN: Object to the form.

10 Q (BY MR. CARUANA) Were there any trips

11 within the United States in the last three years?

12 A I went to Boston.

13 Q When?

14 A August 2015.

15 Q Did the children accompany you?

16 A Just Andrea.

17 Q Any other trips within the United States

18 during that --

19 A Not that I remember at this time.

20 Q (Continuing) -- during that period?

21 No? Okay.

22 Q Number seven, the home at 11201 Southwest

23 69th Avenue in Pinecrest, Florida, did you cause any

24 renovations or repairs or remodeling to take place at

25 that location?

1 A No.

2 Q The City of Pinecrest issued a citation

3 claiming that you performed certain work there without

4 a permit. Are you aware of that?

5 MR. LORENZEN: Objection to form.

6 THE WITNESS: No.

7 MR. CARUANA: What's wrong with the form,

8 Dirk?

9 MR. LORENZEN: It says "you," that she's the

10 one who performed the work. That's why. There is no

11 foundation.

12 Q (BY MR. CARUANA) The City of Pinecrest

13 issued a violation that certain work was done within

14 that home without a permit. Are you aware of that

15 fact?

16 A I was told by John Keeler that they did that.

17 Q Did you investigate that at all?

18 A No.

19 Q Well, what work were they claiming was done

20 without a permit? Do you know?

21 A I didn't make any work at the house, and

22 that's exactly what you're asking me. And my answer is

23 no.

24 Q Do you understand you're under oath?

25 A Yes, I do.

1 Q Do you understand that perjury is a crime?

2 A Yes, I do.

3 Q Did you have occasion within the last two

4 years to purchase any materials for home remodeling,

5 repair, upgrades, any materials?

6 A No.

7 Q Did you have occasion within the past two

8 years to pay any material supplier or subcontractor --

9 A No.

10 Q (Continuing) -- for any work at the Palmetto

11 home?

12 A No.

13 Q Are you an architect?

14 A Yes.

15 Q You have a degree as an architect?

16 A Not in this country.

17 Q In Venezuela?

18 A Yes.

19 Q Were you licensed as an architect in

20 Venezuela?

21 A Yes.

22 Q So you did not hire any general contractor,

23 subcontractor, or any type of home remodeling or home

24 repair person to do work at the Pinecrest home?

25 A No.

1 MR. CARUANA: Exhibit 2.

2 (Thereupon, the Civil Violation Notice with

3 attached photographs was marked as Respondent's

4 Exhibit No. 2 for Identification.)

5 MR. CARUANA: Ms. Suarez, please show that to

6 Mr. Lorenzen.

7 MR. LORENZEN: Do you have an extra copy for

8 me or not?

9 You do? Perfect.

10 Q (BY MR. CARUANA) Ms. Suarez, I show you

11 what's been marked as Exhibit 2. This purports to

12 be a photocopy of a Pinecrest January 14, 2016 Civil

13 Violation Notice for 11201 Southwest 69th Avenue,

14 Pinecrest, Florida, which alleges that on 1/7/2016,

15 there was a violation of the Building Code due to

16 remodeling of the kitchen and bathrooms without

17 obtaining a permit.

18 Are you familiar with this notice?

19 A No, never seen this before.

20 Q Has anyone told you that there was a notice

21 of violation?

22 A Mr. Keeler.

23 Q Did you believe him?

24 A I guess.

25 Q If you did not perform and did not cause

1 anyone else to perform or did not accept anyone's gift
 2 in performing, if that were the case, any remodeling to
 3 the kitchen and remodeling to the bathroom, do you have
 4 any understanding why a violation would have been
 5 issued?
 6 MR. LORENZEN: Object to form.
 7 THE WITNESS: I don't know what to answer
 8 because you asked too many things together. Could you
 9 ask one question by one question?
 10 Q (BY MR. CARUANA) Sure. When Mr. Keeler
 11 told you there was a violation, what did you say?
 12 A I went to the City of Pinecrest.
 13 Q What did they say to you?
 14 A That is the first time that they say that the
 15 own owner called and asked for inspection.
 16 Q What?
 17 A The City of Pinecrest told me that it's the
 18 first time in their life that they see that the own
 19 owner of the property is calling for inspection.
 20 Q I have no idea what you're talking about.
 21 Could you try to explain that a little better?
 22 A Okay, Mr. Keeler ---
 23 Q Just tell me what went on with you and the
 24 City of Pinecrest.
 25 Did they show you the violation?

1 A No, because that's not my property. I don't
 2 have access to any of this. I don't.
 3 Q It's not your property but you're living
 4 there.
 5 A That's the law, and they cannot provide
 6 something for me ---
 7 Q Excuse me. Please answer my question,
 8 please, ma'am.
 9 It is not your property, you just said,
 10 correct?
 11 A It is not my property.
 12 Q But you are living there.
 13 A I'm living there.
 14 Q With your children.
 15 A Yes.
 16 Q And you are not paying the mortgage, are you?
 17 A No.
 18 Q Someone else is paying the mortgage costs for
 19 you.
 20 A Correct.
 21 Q Who is that, do you know?
 22 A I have no idea.
 23 Q So you have no idea who is paying the
 24 mortgage? You don't know if it's your former husband
 25 or Dirk Lorenzen.

1 A I have no idea.
 2 Q Is it Dirk Lorenzen paying your mortgage?
 3 A You should ask him.
 4 Q Well, I'm asking you.
 5 A I have no idea. I already answered.
 6 Q You know, this is not a game, ma'am. You are
 7 under oath here. You know that Dirk Lorenzen is not
 8 paying your mortgage, don't you?
 9 MR. LORENZEN: Object to the form.
 10 Q (BY MR. CARUANA) Don't you know that?
 11 A I guess he's not.
 12 Q And you know that Mr. and Mrs. John Keeler
 13 are paying the mortgage, do you not?
 14 MR. LORENZEN: Object to the form.
 15 THE WITNESS: I don't know.
 16 Q (BY MR. CARUANA) Is the mortgage being
 17 paid?
 18 A I have no idea.
 19 Q Let me ask you this question: Who picked
 20 this house?
 21 A My children and I.
 22 Q You picked the house with your children,
 23 correct?
 24 A One of the houses that we pick, yes.
 25 Q You're living there, correct?

1 A Correct.
 2 Q You're not paying the mortgage. Correct?
 3 A No.
 4 Q And you're testifying under oath that you
 5 have no idea in the world, no inkling of a clue who is
 6 paying the mortgage on your ---
 7 MR. LORENZEN: Objection to form.
 8 Mischaracterizes her testimony.
 9 You may answer.
 10 THE WITNESS: I have no idea who is paying
 11 the house.
 12 Q (BY MR. CARUANA) Have you investigated
 13 that at all?
 14 A No.
 15 Q Have you investigated whether the mortgage is
 16 current or not current?
 17 A I have no idea to find out.
 18 Q Have you received any notices to vacate the
 19 property?
 20 A Yes.
 21 Q That was from Mr. Keeler?
 22 A Yes.
 23 Q Did you receive any notices from the lender
 24 to vacate the property?
 25 A Who is the lender?

1 Q You know, the mortgage company, whoever.
 2 A No.
 3 Q If you picked out the house, how much was the
 4 purchase price?
 5 A Close to a million dollars.
 6 Q Okay. So as I understand it, your testimony
 7 is that you're living in a million dollar house with
 8 your children, that you have no idea who's paying the
 9 mortgage. All you know is that you don't own it. Is
 10 that correct?
 11 A That is correct.
 12 Q Now, did you have any discussions with Mr.
 13 Keeler about your selecting this home?
 14 MR. LORENZEN: Objection. Hold on one
 15 second. I want to clarify to make sure this is not
 16 within the scope of any mediation privilege, and I
 17 don't want that to be waived by accident.
 18 If any discussions you had were during
 19 mediation, as part of the mediation that you had with
 20 prior counsel, don't answer the question.
 21 If it's a discussion you had with Mr. Keeler
 22 outside of mediation, feel free to answer the question.
 23 THE WITNESS: I don't understand what you're
 24 saying.
 25 MR. LORENZEN: I'm told that there was a

1 mediation process that was ongoing trying to settle
 2 this case before I was hired.
 3 THE WITNESS: Okay.
 4 MR. LORENZEN: I don't want you to testify
 5 about what was said during mediation -- during that
 6 actual mediation session.
 7 If you and your former husband had
 8 discussions separate from that mediation, feel free to
 9 answer.
 10 THE WITNESS: Okay.
 11 MR. CARUANA: Are you done coaching the
 12 witness, Mr. Lorenzen?
 13 MR. LORENZEN: I'm not coaching the witness,
 14 I'm asserting the privilege, sir, with respect to
 15 mediation. I'm preserving with my client --- It would
 16 be a crime to disclose mediation discussions, Mr.
 17 Caruana.
 18 Q (BY MR. CARUANA) I did not ask you any
 19 questions about what was said at a mediation, did I?
 20 A Mr. Caruana, I don't even remember what we
 21 discussed in mediation.
 22 Q Would you answer my question? Have I asked
 23 you any questions about what anyone said at a
 24 mediation?
 25 A I don't remember what happened during

1 mediation.
 2 Q Are you on any medication?
 3 A I was.
 4 Q What?
 5 A To sleep.
 6 Q Ambien?
 7 A No.
 8 Q What is it?
 9 A Don't remember the name.
 10 Q Any other medication besides to sleep?
 11 A No.
 12 Q And you stopped taking the sleep medication?
 13 A Yes.
 14 Q Did it affect you in adverse ways?
 15 A No.
 16 Q Did it affect your memory at all?
 17 A I don't think so.
 18 Q Who is Elijo Cedaño? How do you say that?
 19 A Cedaño.
 20 Q Cedaño, thank you. Elijo --
 21 A Elijo.
 22 Q Cedaño.
 23 A Uh-huh. E-l-i-j-i-o.
 24 Q C-e-d-a-n-o, with a tilde.
 25 Who is that, ma'am?

1 A He's a friend of Mr. Keeler.
 2 Q Who is Ricardo Pines?
 3 A My ex-attorney.
 4 Q Was Mr. Cedaño also a client of Mr. Pines?
 5 A Yes.
 6 Q And did you attend a mediation at Elijo
 7 Cedaño's office with Mr. Pines and myself and Mr.
 8 Keeler and Mr. Cedaño?
 9 A Cedaño. Yes.
 10 Q Cedaño. I apologize.
 11 A Don't worry.
 12 Q Did you attend that mediation?
 13 A For me, that was more a meeting than a
 14 mediation because Mr. Cedaño, he is not a mediator. We
 15 have a meeting, yes.
 16 Q Do you know whether the lawyers described it
 17 between themselves as a mediation, you know, a letter
 18 that said "We're going to a mediation"? Do you know
 19 whether that occurred?
 20 A We have a meeting, yes.
 21 Q My question is, were you aware that your
 22 attorney described that meeting as a mediation?
 23 A Yes, I think that they called mediation.
 24 Q I am not asking you any questions about what
 25 was said at the mediation. Okay? Because Mr. Lorenzen

1 invoked mediation privilege. So I'm not going to ask
 2 you what you said, what Mr. Cedaño said, what Mr. Pines
 3 said or what Mr. Keeler said at that meeting or
 4 mediation, just to be clear. All right?
 5 A All right.
 6 Q Did Mr. Keeler, sometime after this
 7 mediation, offer to purchase that million dollar home
 8 for you to live in at some point?
 9 That's an awkward question. Let me do it
 10 again.
 11 After that mediation was finished, did there
 12 come a time when Mr. Keeler offered to buy a home that
 13 you and the children would live in?
 14 MR. LORENZEN: Object to form.
 15 THE WITNESS: My answer is too long and ---
 16 Q (BY MR. CARUANA) Too what?
 17 A To your question.
 18 Q Your answer is what? I didn't understand.
 19 A Is long, to your question.
 20 Q Is long?
 21 A Yes.
 22 Q Well, could you work with me a little bit and
 23 just try to answer, and then you always have the right
 24 to explain your answers.
 25 A Okay.

1 Q But I'm trying to just, what Mr. Lorenzen
 2 said, lay a foundation. That's a legal word to ask the
 3 necessary questions to get to the question I really
 4 want to ask you.
 5 So if you give me a long, long answer to
 6 that, we're never going to -- we'll be here all day.
 7 Now, you're free to do that if you want to
 8 stay all day. I'll stay as long as you need to, but I
 9 know you are interested in going home also.
 10 So try to work with me a little and we'll get
 11 this done. I know where I'm going, but you probably
 12 don't. But you don't need to know. All you need to do
 13 is answer the questions truthfully. Okay?
 14 Do you understand that?
 15 A Yes, but I don't know how to answer your
 16 question because ---
 17 Q Well, just tell the truth. Did there come a
 18 time when Mr. Keeler offered to get this house that you
 19 picked out, that cost a million dollars, for you and
 20 the kids to live in?
 21 MR. LORENZEN: Object to form.
 22 MR. CARUANA: Okay, Dirk, what's the form
 23 problem?
 24 MR. LORENZEN: This time it's because you
 25 said that she picked it, when she said earlier that the

1 children picked it out with her.
 2 MR. CARUANA: You have to be kidding me. You
 3 can't nit-pick this. She wants to go home. You're
 4 going to make this a three-day affair with these really
 5 silly objections.
 6 "You" meaning the plural you. Does that
 7 satisfy you?
 8 Geez. Would you read it back?
 9 (Thereupon, the requested portion of the
 10 record was read back by the reporter.)
 11 THE WITNESS: No.
 12 Q (BY MR. CARUANA) He never offered to buy
 13 that house so you could you live there; is that your
 14 answer?
 15 A That's why I need to answer another way.
 16 Q Is your testimony no, he did not offer to buy
 17 that house?
 18 A He offered to the kids, not me.
 19 Q So you didn't want that house.
 20 A The kids and I liked the house. He offered
 21 to buy the house to the kids, not to me.
 22 Q So you don't live there, only the kids live
 23 there.
 24 A I live there with the kids.
 25 Q How long have you been living there?

1 A Since August 2015.
 2 Q So it will be one year in a couple months,
 3 three months.
 4 A Exactly. Uh-huh. Yes.
 5 Q And during that entire year, you have made no
 6 mortgage payments.
 7 A No mortgage payments.
 8 MR. LORENZEN: Asked and answered.
 9 MR. CARUANA: It wasn't asked in the context
 10 of a year, it was just asked generally.
 11 Q (BY MR. CARUANA) So for that whole year
 12 you didn't make any mortgage payments, did you?
 13 A No mortgage payments.
 14 Q And you did not put down any down deposit on
 15 the million dollar house, did you?
 16 A No.
 17 Q Someone else did.
 18 A Someone else did.
 19 Q Do you have any idea who may have put the
 20 deposit for you?
 21 MR. LORENZEN: Objection to form.
 22 THE WITNESS: No idea.
 23 Q (BY MR. CARUANA) No idea.
 24 A No.
 25 Q It wasn't Mr. Keeler and his present wife?

1 A Maybe.

2 Q Well, if maybe they were the ones, why did

3 you say "no idea"?

4 Why didn't you say, "Well, it's my

5 understanding that Mr. Keeler arranged for that"?

6 MR. LORENZEN: Objection to form.

7 THE WITNESS: Should I answer? I don't know,

8 I'm not sure which one will be the right word when you

9 don't know.

10 Q (BY MR. CARUANA) The truth. Who do you

11 think put down the down payment?

12 A Should I guess, Mr. Caruana?

13 Q Sure.

14 MR. LORENZEN: Objection, speculation.

15 THE WITNESS: Should I guess?

16 Q (BY MR. CARUANA) Yes, if it's good faith,

17 yes. Sure, I'll take a guess.

18 Who do you guess made the down payment for

19 you?

20 MR. LORENZEN: Objection to form. You may

21 answer.

22 THE WITNESS: I have no idea.

23 MR. LORENZEN: You may guess.

24 THE WITNESS: I can guess. Probably Mr.

25 Keeler.

1 Q (BY MR. CARUANA) And that was something

2 that you had discussed with him, yes?

3 MR. LORENZEN: Object to the form.

4 Q (BY MR. CARUANA) That you and the kids

5 liked this house.

6 A Not with me.

7 Q So you had no discussions with him, either

8 orally or in writing, about this house. Is that your

9 testimony?

10 A He arranged everything with the kids, not

11 with me.

12 Q No e-mails, no discussion whatsoever between

13 you and Mr. Keeler about the acquisition of this house

14 for your benefit and that of the children.

15 MR. LORENZEN: Object to the form.

16 THE WITNESS: I asked for three houses. He

17 didn't buy it. When we have no house, the kids asked

18 him for a property, and they arranged everything

19 regarding this property in Pinecrest. This specific

20 property in Pinecrest.

21 Q (BY MR. CARUANA) Did the children

22 perform these renovations to the bathroom and the

23 kitchen?

24 A Yes.

25 Q The children did. You had no part of it.

1 A No.

2 Q You didn't select any materials ---

3 A I helped them.

4 Q Oh, you helped the children.

5 A I advised them, yes.

6 Q Now, John, Jr., what decisions did he make

7 about the repairs and the renovations?

8 A None.

9 Q So it wasn't all the children, was it?

10 A The girls.

11 Q Your daughters. Now, how old are all of your

12 children?

13 A This year they will be 21 ---

14 Q They will be 21?

15 A Today, they are 20, 18 and 13.

16 Q Who is 21?

17 A 20.

18 Q I'm so sorry. Who is 20?

19 A John, Jr.

20 Q Who is 18?

21 A Andrea.

22 Q And who is 13?

23 A Sarah.

24 Q So John, Jr., wasn't involved in selecting

25 materials or designing or performing any renovations,

1 was he?

2 A No.

3 Q So that would have left Sarah, who is 13, and

4 Andrea, who is 18, to do all this.

5 Who signed the contracts, if any, with the

6 subcontractors?

7 A I don't know.

8 Q Did you sign any?

9 A No.

10 Q Did Andrea sign any?

11 A Don't know.

12 Q Did Sarah sign any?

13 A I don't believe so.

14 Q Who performed the work at the Pinecrest home

15 in the bedroom and in the bathroom?

16 A You should ask the girls, not me.

17 Q No, I'm asking you. I don't want to take

18 their deposition and bother them and involve them in

19 this awful, awful case.

20 A I agree.

21 Q So I have to ask you.

22 A I don't know who they are.

23 Q You have no idea who -- they didn't consult

24 you or ask for your opinion?

25 A Yes, they did.

1 Q So who did they hire?
 2 A Maria Venegas.
 3 Q How much did they pay Maria Benitez (sic)?
 4 A I don't know.
 5 Q Where did they get the money to pay for these
 6 renovations and whatever you want to call it, repairs,
 7 renovations, upgrades, improvements?
 8 I don't want to hear "objection" because I
 9 didn't include every single adjective so -- is it an
 10 adjective or a noun?
 11 Who paid for this work to the Pinecrest home?
 12 Who?
 13 A I don't know.
 14 Q Mr. Lorenzen? Did he pay for it?
 15 A I don't think so.
 16 Q So you know that Mr. Lorenzen didn't pay for
 17 it.
 18 Did you pay any of it from any funds that you
 19 had?
 20 A No.
 21 Q You paid nothing toward these repairs and
 22 renovations?
 23 A No.
 24 Q How much did they all cost?
 25 A I don't know.

1 Q More or less than \$40,000?
 2 A I guess less.
 3 Q More or less than \$30,000 did these repairs
 4 cost?
 5 A I guess less than that.
 6 Q Okay. So what do you guess they cost?
 7 A Maybe 20.
 8 Q \$20,000. Did Sarah pay any of the \$20,000?
 9 A I don't know.
 10 Q Did John pay any of the \$20,000?
 11 A Don't think so.
 12 Q Did Andrea pay any of the \$20,000?
 13 A Don't know.
 14 Q So your sworn testimony is you have no real
 15 knowledge of how much these repairs cost; you guess it
 16 was around \$20,000.
 17 A I cannot answer for something that I did not
 18 pay. That's why I don't know.
 19 Q Certainly you could answer if you knew, if
 20 you consulted, if your children discussed it with you.
 21 I have to say that I don't believe that your
 22 daughter designed all these herself, used her own
 23 independent funds to pay for all this. It's not
 24 credible. No one is going to believe that, in my
 25 opinion.

1 MR. LORENZEN: Mr. Caruana, your belief is
 2 irrelevant to the question.
 3 Q (BY MR. CARUANA) I understand. So I'm
 4 having trouble with the statement that well, since I
 5 didn't pay for it, I have no idea what it cost,
 6 because you lived there, you're an architect.
 7 You did a magnificent job. I understand this
 8 is beautiful work. And to try to disavow any
 9 involvement to me is not credible.
 10 So I'm asking you again, do you know how
 11 much, generally, the repairs cost?
 12 A Do you want me to guess?
 13 Q No, I want you to tell me what you know.
 14 A You should ask the girls. They are the ones
 15 that ---
 16 Q All right, I'll take their deposition at your
 17 insistence then, because if you want to involve them
 18 with this kind of testimony, that's your decision to
 19 make.
 20 A I don't want them to be involved.
 21 Q Of course you do.
 22 MR. LORENZEN: Mr. Caruana, she has told you
 23 repeatedly she does not know. You are not willing to
 24 accept her answer. You are badgering the witness now;
 25 you're threatening to take the children's depositions.

1 MR. CARUANA: I'm not threatening to do
 2 anything.
 3 MR. LORENZEN: If you want to take the
 4 children's depositions, that's your choice. My client
 5 can only testify as to what she knows and what she
 6 doesn't know, and she has made it very clear what she
 7 knows and what she doesn't know.
 8 MR. CARUANA: I'm sorry, Dirk, I don't accept
 9 what you say. For you to sit there in good faith and
 10 tell me she doesn't know what these repairs cost,
 11 you're not being honest with yourself, and you know it.
 12 MR. LORENZEN: Mr. Caruana, you are no mind
 13 reader and you don't know what the facts are. And for
 14 you to make those comments is disingenuous at best.
 15 MR. CARUANA: You're part of the problem, not
 16 part of the solution. That's just too bad.
 17 MR. LORENZEN: I disagree. I think it's just
 18 the opposite. If your client wanted a resolution, he
 19 would have paid what it is he's already been court
 20 ordered to pay, or would be making a reasonable effort
 21 towards it.
 22 Q (BY MR. CARUANA) Who picked out the new
 23 sink?
 24 A The girls.
 25 Q Did you have any involvement?

1 A I advised them, whatever they asked me.
 2 Q And what did you advise them as to the cost?
 3 How much did the sink cost?
 4 A I didn't advise about any cost. I advised
 5 about other things.
 6 Q Did you ever learn what the cost was? Did
 7 anybody ever tell you, "And by the way, Mommy, the sink
 8 cost blank"?
 9 A No.
 10 Q How about the lighting, were there any
 11 changes in the lighting?
 12 A Not that I remember.
 13 Q Well, look at the exhibit you have in front
 14 of you, please, ma'am.
 15 Let's go through each one. What is this
 16 first photo? Do you know who took these pictures?
 17 A The only person that has been at the house is
 18 somebody from City of Pinecrest.
 19 Q So they came in your house and did some
 20 things?
 21 A Yes, they did an inspection.
 22 Q Did you agree and allow that or not?
 23 A Of course, yes.
 24 Q Did they ask permission or did they come in
 25 with a paper that gave them the right to?

1 A They just took pictures.
 2 Q They took pictures?
 3 A Yes.
 4 Q Were you present when these pictures were
 5 taken?
 6 A Yes.
 7 Q The very first picture after the written
 8 documents -- do you see what I'm referring to? You
 9 have it open, the window. What is that a picture of,
 10 generally?
 11 First of all, is this the Pinecrest home that
 12 you and the children are living in?
 13 A Yes.
 14 Q And is that the kitchen?
 15 A Yes.
 16 Q So what remodeling or refurbishing was done
 17 in this room by the girls?
 18 A The countertop.
 19 Q And what kind of countertop is that that was
 20 put in?
 21 A It's a white countertop.
 22 Q No, what material? Marble?
 23 A No.
 24 Q Granite?
 25 A No. It's all white.

1 Q I got that it's white. Thank you. What kind
 2 of material is it?
 3 A Don't know what material it is. It's not
 4 marble.
 5 Q It's not granite. Is it formica?
 6 A Don't know the material, but it's not marble,
 7 it's not ---
 8 Q Granite?
 9 A It's not those. I know those.
 10 Q Where did it come from, Italy? The material?
 11 A I have no idea.
 12 Q Who supplied the countertop?
 13 A Don't know.
 14 Q Do you know what it cost?
 15 A No.
 16 Q Do you know who paid for it?
 17 A No.
 18 Q All right. What else in this photo is part
 19 of the refurbishing or remodeling or improvements, or
 20 whatever word you want to use to describe the upgrades?
 21 A The microwave and the oven.
 22 Q All right. And what brand microwave is it?
 23 A Kitchen Aide.
 24 Q Kitchen Aide. What wattage? 1100? 700?
 25 A I have no idea.

1 Q What kind of oven?
 2 A It's electric.
 3 Q Is it also Kitchen Aide?
 4 A Yes.
 5 Q These were bought new?
 6 A Those are new.
 7 Q And from whom were they purchased? Do you
 8 know?
 9 A No.
 10 Q And do you know what the cost was --
 11 A No.
 12 Q (Continuing) -- of the oven and the new
 13 microwave?
 14 A No.
 15 Q Who installed the microwave and the oven?
 16 A I think the same people from the kitchen.
 17 Q Who was the kitchen installer?
 18 A Maria Venegas.
 19 Q Okay. You gave me her name before and I
 20 thank you for that. Is there a company with which she
 21 is associated?
 22 A No.
 23 Q Is she a friend of yours or just a total
 24 business ---
 25 A Both.

1 Q Both. What is the kind of business that she
 2 does? Is she a designer? What do you call that ---
 3 A Kitchen designer.
 4 Q Do you know what her phone number is?
 5 A 786-443-3425 --- I'm sorry, sir.
 6 786-443-3424.
 7 Q Thank you, Ms. Suarez.
 8 Now, is this a person you had a prior
 9 relationship with?
 10 A She's my friend, yes.
 11 Q So were you involved in recommending to your
 12 daughters that you use this person for the remodeling?
 13 A I gave them the phone number.
 14 Q Did Miss Benitez (sic) give any estimates or
 15 any predictions of what the cost would be for the
 16 remodeling of the kitchen?
 17 A I believe so.
 18 Q And do you know what her estimate was?
 19 A No.
 20 Q Did you ever review the estimate?
 21 A No.
 22 Q And you, yourself, made no payments to Miss
 23 Benitez (sic)?
 24 A No.
 25 Q Do you know where your daughter, Andrea, got

1 the money to pay for these renovations?
 2 A No.
 3 Q Was she employed at the time?
 4 A No.
 5 Q Was she attending college in Boston at the
 6 time?
 7 A No.
 8 Q When were these remodelings performed, ma'am?
 9 A August, I think, when we moved.
 10 Q The first month you moved in? August 2015?
 11 A I don't remember the date, but it was August
 12 2015. Before the class start.
 13 Q When was the remodeling completed?
 14 A I think October.
 15 Q October of 2015?
 16 A October or September.
 17 Q Thank you. Would that be 2015?
 18 A Yes.
 19 Q Okay. Now, when did Andrea go back to
 20 school, if she did?
 21 A She started the first week of September, I
 22 believe.
 23 Q And where did she attend school?
 24 A Babson College.
 25 Q And that is located where, Ms. Suarez?

1 A Massachusetts.
 2 Q Now, does she live on campus when she's
 3 attending school?
 4 A Yes.
 5 Q And when did she leave to go back to Babson?
 6 Was it still in August or did she ---
 7 A I believe it was at the end of August,
 8 because she start the first week of September, I think.
 9 Q Thank you. And when in August did Maria
 10 Benitez (sic) make the proposal for the kitchen
 11 renovations?
 12 A I'm not sure about that.
 13 Q Beginning, middle or end?
 14 A I think was -- actually, that was before
 15 August.
 16 Q Before August.
 17 A Yes.
 18 Q When?
 19 A Don't remember, but it was the date of the
 20 inspection of the house.
 21 Q You lost me.
 22 A April or May.
 23 Q She did the renovations before you moved in?
 24 A No, you didn't ask for renovation. You asked
 25 for when she saw the kitchen. That's what you asked

1 me.
 2 Q Okay. Well, I've confused myself. I'm
 3 sorry.
 4 A You told me when was the first time that she
 5 saw the kitchen. That's what you asked.
 6 Q Okay. Thank you very much for answering.
 7 What I'm trying to determine is, when did she
 8 submit the estimate?
 9 A I don't know. I just know that she saw the
 10 kitchen on April 2015 or May 2015.
 11 Q I'm not asking about that anymore. I'm
 12 asking about the estimate --
 13 A Okay. I don't know.
 14 Q (Continuing) -- the projection, whatever.
 15 Was it after you had taken possession and moved in?
 16 A No, before.
 17 Q So she did a proposal for renovations before
 18 you ever moved in?
 19 A I guess she present a proposal before we
 20 move. Because I know that she saw the property on
 21 April or May 2015, the day of the inspection.
 22 Q What other renovations was she involved in
 23 besides the kitchen?
 24 A Kitchen and bathroom.
 25 Q So she was the one who oversaw all of the

1 renovations.
 2 A Yes.
 3 Q Was there a written agreement between her and
 4 anyone for these renovations or was it verbal?
 5 A I don't know.
 6 Q But you, yourself, did not sign any agreement
 7 of any kind --
 8 A No.
 9 Q (Continuing) -- for these renovations.
 10 A No.
 11 Q Okay. What other things in this picture
 12 taken by the City of Pinecrest are new? You said the
 13 counter, the oven and the microwave; I presume the
 14 sink. How about the fixtures?
 15 A Those are the original.
 16 Q The fixtures are the original. Is this a
 17 stove top to the right, Ms. Suarez, or a mat? I can't
 18 tell.
 19 A It's a cooktop.
 20 Q Cooktop?
 21 A Yes.
 22 Q Electric?
 23 A Electric.
 24 Q Was that new?
 25 A Yes.

1 Q And who manufactures the cooktop?
 2 A The same company.
 3 Q Kitchen Aide?
 4 A Kitchen Aide.
 5 Q And what was the cost of the cooktop?
 6 A I don't know.
 7 Q I can't really see, but I think on the
 8 left -- because these pictures are not very good
 9 quality. I'm sure the City of Pinecrest has the
 10 original color pictures, which I'll have to go get, but
 11 is that a dishwasher, do you think, over on the left
 12 side, just to the left of the sink on the perpendicular
 13 cabinet?
 14 A No, it's an ice maker.
 15 Q Below the cabinet? You have a below-the-
 16 cabinet icemaker?
 17 A This (indicating)?
 18 Q Yes.
 19 A Icemaker.
 20 Q Was that new --
 21 A No.
 22 Q (Continuing -- or part of the renovations?
 23 Were the cabinets new?
 24 A Yes.
 25 Q So what kind of material are the cabinets?

1 A I'm not sure about the material.
 2 Q How much of the price did the cabinets, if
 3 you know, consist of?
 4 A No, I don't know.
 5 Q Did you do any work to the electrical
 6 outlets?
 7 A No.
 8 Q So the cabinets, the countertop, the sink,
 9 the new stovetop, old icemaker, new oven, new microwave
 10 --- Anything else in this photo that was part of the
 11 renovations?
 12 A No. Old dishwasher too.
 13 Q You know, I can't see where the dishwasher
 14 is.
 15 A This (indicating).
 16 Q Under the sink?
 17 MR. LORENZEN: You can barely see it here,
 18 Albert.
 19 Q (BY MR. CARUANA) Okay, thank you. That's
 20 the old dishwasher.
 21 A Yes.
 22 Q The next picture is really dark. All I see
 23 is like a French door there. Was that a new door?
 24 A No.
 25 Q And do you know why they photographed this

1 area?
 2 A That's the old freezer or refrigerator.
 3 That's the original.
 4 Q Is this the kitchen still?
 5 A Yes.
 6 Q Okay. So this is another view of the
 7 kitchen, I guess.
 8 MR. LORENZEN: I believe her pictures are
 9 probably the best ones in the bunch. May I assist you?
 10 MR. CARUANA: Of course, yes.
 11 MR. LORENZEN: That one you can see ---
 12 Q (BY MR. CARUANA) Oh, what a difference.
 13 Okay. So I see an island. Was the island new?
 14 A That's not an island.
 15 Q What is it?
 16 A No, it's just a piece of furniture.
 17 Q Furniture?
 18 A Yes, like a ---
 19 Q Is it built in?
 20 A No.
 21 Q You can move that around?
 22 A Um-hmm.
 23 Q Is it like a table?
 24 A Like a table.
 25 Q Okay. And you're saying that this

1 refrigerator is the old one?
 2 A Yes.
 3 Q What's this over here to the left
 4 (indicating)?
 5 A The cooktop is on top, so that will be like
 6 part of the previous picture.
 7 Q Okay. This is the cooktop where my finger is
 8 (indicating)?
 9 A Yes.
 10 Q And that door is the old door?
 11 A Yes.
 12 Q How about the wallcoverings or the floor, are
 13 either of those new?
 14 A The floor is new.
 15 Q And what is that, marble or granite?
 16 A What?
 17 Q The floor. I can't see.
 18 A No, it's -- how do you call that? Like that
 19 (indicating).
 20 Q Pointing to stainless steel?
 21 A No.
 22 Q Carpet?
 23 A No, tiles. Tiles.
 24 Q Tiles. Do you know who manufactured the
 25 tile?

1 A No.
 2 Q What color is the tile?
 3 A Gray.
 4 Q Okay. So new flooring. What about the
 5 wallcoverings; were they repainted, or any kind of
 6 material on the walls?
 7 A Paint, yes.
 8 Q Repainted?
 9 A Repainted.
 10 Q Were there any light fixtures as part of
 11 the --
 12 A No, nothing new with the electric things.
 13 Q Any other things in this photo that Mr.
 14 Lorenzen was kind enough to point out as a better
 15 quality one, that was new?
 16 MR. LORENZEN: Give it back to her so she can
 17 see it.
 18 THE WITNESS: No. I mean, cooktop, original
 19 door, as you mentioned, and the original refrigerator.
 20 Q (BY MR. CARUANA) Okay. Next page,
 21 please. Are those light fixtures new or old?
 22 A One is new, the other one is old.
 23 Q So before there was just one of those and
 24 then you got a second one?
 25 A Original ---

1 Q Or your daughters got a second one. Excuse
 2 me.
 3 A The original electricity point and they add
 4 another one.
 5 Q Was there any rewiring necessary to ---
 6 A No.
 7 Q They used the same wires for the other one?
 8 A Yes.
 9 Q Now, the artwork, was it new or old?
 10 A The one on the right side?
 11 Q Yes.
 12 A Old.
 13 Q Okay. The next picture, I believe, is
 14 recessed lighting in the ceiling. Am I correct?
 15 A Yes.
 16 Q Was that new?
 17 A Yes.
 18 Q So there was lighting besides that one
 19 fixture. You had recessed lighting put in the ceiling.
 20 When I say you, I don't mean you, I mean your
 21 family. How's that?
 22 A Yes, they replaced four new lights.
 23 Q And was any rewiring necessary to do that?
 24 A I know that they did not touch the electric
 25 part. Everything is original. I know that.

1 Q So you didn't have to have an electrician
 2 come and put new wires or ---
 3 A They did not touch any -- all the electric is
 4 the original panel. Everything is the original.
 5 Q What about the ceiling, any material or any
 6 changes in the type of ceiling?
 7 A They paint the ceiling.
 8 Q The next photo is just the sink, right?
 9 A Yes.
 10 Q No, I'm sorry, that looks like a bathroom,
 11 because I see a toilet.
 12 A Yes, but it's a sink.
 13 Q Right. So is the fixture new?
 14 A Yes.
 15 Q And the sink, is that new, and the cabinet,
 16 is that new?
 17 A Yes.
 18 Q And the mirror?
 19 A New.
 20 Q And the toilet to the left?
 21 A New.
 22 Q And who makes the toilet? Kohler or ---
 23 A Kohler, that company.
 24 Q Is that one of the ones with the water jets?
 25 Never mind.

1 A It's a regular toilet.
 2 Q Okay. Never mind.
 3 Was any flooring or wall covering added to
 4 the bathroom or shower?
 5 Oh, here we go, the next one. Is that a new
 6 shower?
 7 A Yes.
 8 Q With the rain dance head and new lighting?
 9 A Yes.
 10 Q How about that -- what is that, the door of
 11 the shower (indicating)?
 12 A That's the door of the shower.
 13 Q Were new shower doors put in?
 14 A Yes.
 15 MR. LORENZEN: It looks beautiful. The
 16 shower doors look nice. I like the design.
 17 MR. CARUANA: Everything is nice. It's a
 18 great job. Beautiful.
 19 Q (BY MR. CARUANA) Now, this next photo, is
 20 that a different sink in the bathroom?
 21 A That's another bathroom.
 22 Q I didn't hear you.
 23 A That's another bathroom.
 24 Q Oh, you did two bathrooms, remodeled two
 25 bathrooms?

1 A The two bathrooms.
 2 Q Is the fixture in this bathroom new?
 3 A Yes.
 4 Q Is the countertop new?
 5 A Yes.
 6 Q Is the cabinet new?
 7 A Yes.
 8 Q Is the sink new?
 9 A Yes.
 10 Q Is the toilet new?
 11 A Yes.
 12 Q Is the shower new?
 13 A Yes.
 14 Q Is there a bathtub?
 15 A No.
 16 Q Was the shower retiled or refinished in any
 17 way?
 18 A Yes.
 19 Q What kind of material? What kind of tiles?
 20 A Tiles.
 21 Q That's the new toilet, the next picture?
 22 A Yes.
 23 Q What is this photo of, under the sink?
 24 A It's under the sink.
 25 Q Is all that piping new?

1 A Yes.
 2 Q Is there anything else in this photo that was
 3 new besides the sink and the underneath part?
 4 A There is only a sink.
 5 MR. LORENZEN: Off the record.
 6 (Discussion held off the record.)
 7 Q (BY MR. CARUANA) Back on. Now, the final
 8 photo, are those electrical fixtures?
 9 A New lights.
 10 Q But they're not hanging down like that, are
 11 they?
 12 A When they replace it, yes.
 13 Q No, I mean when they're finished, they're
 14 flush?
 15 A No, they put it inside.
 16 Q What room is that, Ms. Suarez?
 17 A John, Jr.'s.
 18 Q His bedroom?
 19 A John, Jr.'s bedroom.
 20 Q Were there any improvements to any rooms
 21 besides the kitchen and bathrooms?
 22 A Kitchen, two bathrooms, and three kids'
 23 bedrooms.
 24 Q What was done in the three children's
 25 bedrooms?

1 A They paint. And closets.
 2 Q New closets? Did you say closets?
 3 A Closets.
 4 Q And apparently in John, Jr.'s there were some
 5 fixtures too?
 6 A New lights.
 7 Q Any other in the girls' rooms, any other new
 8 lights or new furniture or new floor covers,
 9 wallcoverings?
 10 A They have new furniture, beds.
 11 Q Custom furniture or not custom?
 12 A Not custom. Two beds.
 13 Q Were the floors changed?
 14 A Yes.
 15 Q What kind of floors were installed?
 16 A Tiles.
 17 Q Any change in the wallcoverings or the
 18 ceiling material?
 19 A Original lights, just paint.
 20 Q Except for John's?
 21 A Except for John.
 22 Q Why did you not inform Mr. Keeler that
 23 improvements were going to be done to the property?
 24 MR. LORENZEN: Form.
 25 Q (BY MR. CARUANA) Did you inform Mr.

1 Keeler before these improvements were done that
 2 improvements were going to be done?
 3 A No.
 4 Q And why did you not inform him?
 5 A Because I was not the person that was doing
 6 it. Maybe the kids. I don't know if they talked to
 7 their father about this.
 8 Q Were you aware that these renovations were
 9 being done?
 10 A Yes, I was living there.
 11 Q Had you previously agreed that there would
 12 not be any remodeling or refurbishing or work done to
 13 the house without notifying Mr. Keeler?
 14 A Yes.
 15 Q Do you know what the disposition was of the
 16 violation by the City of Pinecrest?
 17 A What is a disposition?
 18 Q Is the case still pending? Did they ---
 19 A I don't know.
 20 Q Did they resolve it?
 21 A They don't provide any information to me.
 22 They only told me that Mr. Keeler is the one that
 23 called and request an inspection, but they cannot give
 24 me any more information.
 25 Q You mean after the notice of violation was

1 issued there was an inspection, or was the inspection
 2 before the violation was issued?
 3 A I don't know. When was the violation?
 4 Q You have it in front of you, Exhibit I.
 5 MR. LORENZEN: May I help her, Mr. Caruana?
 6 MR. CARUANA: Sure.
 7 MR. LORENZEN: Issue date (indicating).
 8 THE WITNESS: January. Yes, I guess the
 9 inspection was after this, after Mr. Keeler called the
 10 City of Pinecrest.
 11 Q (BY MR. CARUANA) No, that's not what I
 12 asked you. I asked you whether the inspection took
 13 place before or after the violation?
 14 A Mr. Caruana, I don't remember the exact date
 15 that the inspector went to the house. I don't remember
 16 the date. But I'm guessing that violation comes first
 17 and inspection after.
 18 Q Well, that's what I would guess too, but I'm
 19 just trying to determine the sequence from you, if you
 20 know.
 21 A I receive an e-mail from Mr. Keeler saying
 22 that the City of Pinecrest call him for inspection.
 23 Three days later -- no, that day I went to
 24 the City of Pinecrest asking about this. They told me,
 25 Mr. Keeler called to the City of Pinecrest, requesting

1 an inspection to the house.
 2 A couple of days later they went to the
 3 house, they took pictures, and that's it. I don't know
 4 what came first, if the inspection or the ticket,
 5 because is the first time that I see this ticket. I
 6 receive another ticket, but is the first time me seeing
 7 this.
 8 Q What other ticket did you receive?
 9 A This (indicating). It's about big trees or
 10 big bushes at the house.
 11 Q Did you provide this to Mr. Keeler?
 12 A No, because I resolve. I cut the bushes; I
 13 took pictures; went to the City, make sure that
 14 everything was fine, and that's it. I'm not going to
 15 bother him just to cut flowers and trees.
 16 That's the only ticket that I receive or that
 17 I'm aware of.
 18 Q What you handed me just now is dated
 19 1/7/2015. You didn't move in until August of 2015,
 20 according to your testimony. So how could this be ---
 21 A I received that ticket living in the house.
 22 Q You see --- What is the date on the ticket?
 23 A January 2015.
 24 Q You moved in in August of 2015. Correct?
 25 A No, but it -- the yellow ticket is wrong, but

1 look at the white ticket, is 2016. Is maybe they put
 2 it wrong.
 3 I was living there when I received that.
 4 Q Okay. The second page of this does have the
 5 date as 1/25/2016.
 6 A Exactly. No, they made a mistake with the
 7 year.
 8 MR. CARUANA: All right, please keep this
 9 with the other material that you produced, because I'm
 10 going to get a copy and give all that back to you.
 11 We're going to take a short break. I want
 12 to show Ms. Suarez something.
 13 (Thereupon, a brief recess was taken.)
 14 Q (BY MR. CARUANA) Number eight, any permit
 15 applications. There are none, I guess?
 16 A No.
 17 Q Number nine, notices from the City. You have
 18 produced that.
 19 A Yes.
 20 Q And I thank you. Number ten, e-mails,
 21 letters or other writings between you and Hendrik
 22 Milne.
 23 Let me stop right there before you say
 24 anything.
 25 Did you ever hire Hendrik Milne as your legal

1 counsel?
 2 A No.
 3 Q Are there any communications between you and
 4 Hendrik G. Milne?
 5 A No.
 6 Q Did you pay any money to Hendrik G. Milne?
 7 A No.
 8 Q Did you pay any legal fees to Mr. Pines?
 9 A No.
 10 Q Did you pay any money to Elijio Cedaño?
 11 A No.
 12 Q Have you paid any money to Mr. Lorenzen?
 13 A No.
 14 MR. LORENZEN: Not yet.
 15 MR. CARUANA: I have your fee agreement with
 16 Mr. Lorenzen here, which the reporter is now going to
 17 mark as Exhibit 3.
 18 (Thereupon, the document titled Lorenzen Law,
 19 P.A. Retainer Agreement was marked as Respondent's
 20 Exhibit No. 3 for Identification.)
 21 Q (BY MR. CARUANA) Ms. Suarez, would you
 22 please look at Exhibit 3 for Identification and tell
 23 me, are those your initials and did you sign that
 24 contract?
 25 A Yes.

1 Q Is that your fee agreement with Mr. Lorenzen?
 2 A Yes.
 3 Q Are there any other addendums or side
 4 agreements or additional fees or understandings you
 5 have with Mr. Lorenzen?
 6 A No.
 7 Q And is his professional fee based upon the
 8 amount of time he spends?
 9 A Yes.
 10 Q And the costs that he incurs?
 11 A Yes.
 12 Q And is there any agreement you have with him
 13 for any contingency; in other words, if he collects any
 14 money on your behalf, he gets a percentage of what he
 15 collects?
 16 A No.
 17 Q So Exhibit No. 3 is your total agreement with
 18 him.
 19 A Yes, that's the agreement.
 20 Q There are no other agreements.
 21 A No other agreement.
 22 Q And this is strictly an hourly rate
 23 relationship.
 24 A Yes.
 25 MR. LORENZEN: May I clarify one point?

1 MR. CARUANA: Yes, sure.
 2 MR. LORENZEN: To be absolutely clear, all
 3 expenses are passed through as-is, with the exception
 4 of parking. Every time I pay for parking, I charge
 5 \$15, if it costs me \$5, if it costs me \$30.
 6 Otherwise every expense that's passed
 7 through is exactly the expense paid out of pocket.
 8 Q (BY MR. CARUANA) Okay. Thank you, sir.
 9 Have you received any bills from Mr.
 10 Lorenzen?
 11 A Yes.
 12 Q Have you provided those?
 13 A No.
 14 Q How much do you owe him?
 15 A Don't remember.
 16 Q Have you paid any costs?
 17 A No.
 18 Q Number twelve, evidence of payment for
 19 private investigators or forensic accountants from
 20 January 2013 through the present.
 21 Did you hire any private detectives?
 22 A No.
 23 Q And did you hire any forensic accountants?
 24 A No.
 25 Q Thirteen asks for your fee agreements with

1 Mr. Lorenzen, which you have -- somebody, I think Mr.
 2 Lorenzen, provided Exhibit 3.
 3 Do you have any -- you don't have any fee
 4 agreement with Mr. Milne?
 5 A No.
 6 Q And what about a fee agreement with Mr.
 7 Pines?
 8 A I signed a contract -- no. No, I never
 9 signed a contract.
 10 Q No contract with Mr. Pines?
 11 A No.
 12 Q And no contract with Mr. Cedaño?
 13 A He's not an attorney.
 14 Q Correct. All right. Now I will do what Mr.
 15 Lorenzen said and take a look at what you have produced
 16 here today pursuant to that. Thank you, sir.
 17 And quickly going through this, we have your
 18 passport.
 19 A Two passports.
 20 Q United States passport and Venezuelan
 21 passport.
 22 A Yes.
 23 Q We have the Code Compliance Notice of
 24 Violation that we already talked about, erroneously
 25 dated 1/7/15, that was probably issued 1/7/16 --

1 A Um-hmm.
 2 Q (Continuing) -- having to do with trimming
 3 the back hedges, mowing the grass, et cetera, which you
 4 said you took care of.
 5 A Yes.
 6 Q We have a Form 1879, E-file, 2013 return for
 7 Maria F. Keeler; we have a Form 8879 for 2014 for Maria
 8 F. Keeler; we have a Form 8879 for 2015 for Maria F.
 9 Keeler.
 10 I know you like Suarez, but I'm just reading
 11 what's on this page.
 12 A I'm still Keeler on taxes.
 13 Q I'm just reading what's here. I'm not being
 14 disrespectful and calling you a name that you don't
 15 want to be called.
 16 And then I have something from Advantage --
 17 excuse me A Advantage, dated February 12, 2016, which
 18 is a decline of application for Maria F. Suarez.
 19 And that consists of everything that you
 20 brought here today, which I will go speak to Betsy
 21 about copying so I can give it back to you.
 22 A Perfect.
 23 (Thereupon, a brief recess was taken.)
 24 Q (BY MR. CARUANA) Ms. Suarez, Betsy is
 25 making those copies so I can return those documents

1 to you, but I wanted to ask you about your U.S.
 2 passport. Unfortunately I haven't made a copy yet.
 3 I see Bogota a couple of times. Where is
 4 Bogota?
 5 A Colombia.
 6 Q Did you go to Bogota?
 7 A Yes.
 8 Q Was that more than three years ago?
 9 A I don't remember. But it should say that in
 10 there.
 11 Q Bogota, September, 2012.
 12 A Yes, probably.
 13 Q Did you go more than once to Bogota?
 14 A No, just once.
 15 MR. LORENZEN: I believe they stamp going in
 16 and out.
 17 MR. CARUANA: Oh, okay.
 18 THE WITNESS: They what?
 19 MR. LORENZEN: They stamp your passport entry
 20 and leaving in Bogota.
 21 THE WITNESS: Oh, yes. Venezuela is the
 22 same.
 23 Q (BY MR. CARUANA) And then we have Madrid
 24 in 2014?
 25 A That's the December that I told you.

1 Q Yes, you did. You certainly did.
 2 And Bahamas 2013?
 3 A Yes.
 4 Q Was that a pleasure trip?
 5 A Yes.
 6 Q Did the children accompany you?
 7 A No.
 8 Maybe I should have reviewed my passport
 9 before my answer, because maybe I don't remember any
 10 other trip.
 11 Q That's fine. This is refreshing you now.
 12 A Perfect.
 13 Q And I could understand that you might have
 14 forgotten. No problem.
 15 I can't tell this one. Maybe you could look
 16 at that for me. Tell me what that one is.
 17 A I know it's in Spanish.
 18 Q Okay. If it doesn't refresh your memory ---
 19 A Oh, that's Venez ---
 20 Q We don't have to waste time.
 21 A This is Venezuela. Here on the bottom it
 22 says Maiquetia. This is the airport in Venezuela.
 23 Q I see. Thank you.
 24 MR. LORENZEN: For the record that is the
 25 13th of May, 2012.

1 Q '12, Venezuela.
 2 A Venezuela. Yes, because it's in Spanish. If
 3 you see on the bottom, on the right side, Maiquetia.
 4 That's the airport in Venezuela.
 5 Q Thank you, Mrs. Suarez.
 6 Do you still have relations in Venezuela,
 7 family?
 8 A Family, yes.
 9 MR. CARUANA: Okay. Thank you very much.
 10 Now, Mrs. Suarez, I would like to show you
 11 your Settlement Agreement, which the reporter will
 12 please mark as 4.
 13 (Thereupon, the document titled Settlement
 14 Agreement was marked as Respondent's Exhibit
 15 No. 4 for Identification.)
 16 Q (BY MR. CARUANA) I show you what has been
 17 marked as Exhibit 4.
 18 Can you identify this for the record, please?
 19 A That's the Settlement Agreement.
 20 Q Okay. And that contains your signature and
 21 your initials, correct?
 22 A Yes.
 23 Q I'd like to direct your attention, if I may,
 24 to child support. The second sentence says "The child
 25 support shall be adjusted as each child has reached the

1 age of majority or, if still attending high school,
2 until the child graduates from high school or reaches
3 the age of 19, whichever first occurs."
4 Do you see that language?
5 A Yes.
6 Q Now, since the time of this agreement, two
7 children have attained the age of 18, correct?
8 A Correct.
9 Q And this agreement provides for \$3500 a month
10 for the three children. Correct?
11 A Correct.
12 Q And you are not being paid all of the alimony
13 that you are entitled to under this agreement, nor have
14 you been paid the \$4 million equitable distribution
15 payment that you're entitled to under this agreement,
16 and you have not been paid the interest -- all of the
17 interest that you are entitled to under this agreement.
18 Is that correct?
19 MR. LORENZEN: Object to the form.
20 THE WITNESS: Yes, that's correct.
21 MR. CARUANA: You object to the form?
22 MR. LORENZEN: Yes, only because the \$4
23 million, that's a little over \$4 million, so that was
24 the basis for my objection.
25 Q (BY MR. CARUANA) Okay. I have to do this

1 again. I'm trying to get you out of here, so I
2 sometimes ask a question that contains many parts
3 instead of doing it one at a time.
4 A I think it's better one at a time, because I
5 don't know then what to answer.
6 Q Very good. Then I'll do that.
7 Have you been paid all of the alimony that
8 this agreement requires?
9 A No.
10 Q Have you computed how much alimony that
11 you're entitled to that is in default?
12 A I guess I have some numbers some place that I
13 make calculations.
14 Q So you have made calculations. As you sit
15 here today, do you know the amount that is in default
16 on just the alimony?
17 A I don't have the exact money with me right
18 now.
19 Q Do you know the amount that is in default for
20 interest payments?
21 A I know there is money that needs to be paid,
22 but I don't have the amount.
23 Q Okay. And there is, later in this agreement,
24 a payment that you are entitled to for the shares of
25 John Keeler Co., Inc., your 250 shares, four point

1 something million, whatever it is, in the agreement.
2 A Four million.
3 Q Wherever it is. Has that been paid?
4 A No.
5 Q Now, are you claiming that the child support
6 is not current?
7 A That is correct.
8 Q It is not correct?
9 A It's not.
10 Q You receive 55 percent of Mr. Keeler's
11 salary. Correct?
12 MR. LORENZEN: Object to the form.
13 Q (BY MR. CARUANA) Okay. Strike the
14 question.
15 What do you receive from Mr. Keeler
16 presently?
17 A I receive two checks from Paycheck and one
18 check from John Keeler and Company.
19 Q And is that pursuant to a Court Order called
20 Income Deduction Order?
21 A Yes.
22 Q And the Income Deduction Order says a lot of
23 things, but it also says you're to receive 55 percent
24 of whatever John Keeler & Co., Inc. pays to Mr. Keeler.
25 Is that your recollection?

1 MR. LORENZEN: Object to the form.
2 THE WITNESS: That's part of what the Income
3 Deduction Order says.
4 Q (BY MR. CARUANA) There was an objection
5 as to form so I have to ask it again.
6 What is your understanding of what the IDO
7 says that you are to receive of Mr. Keeler's salary
8 from John Keeler & Co., Inc.?
9 A It is my understanding that the Income
10 Deduction Order, I should receive 55 percent of Mr.
11 Keeler's income, plus 55 percent of all benefits,
12 advance, interest paid, or some other things that I
13 don't remember.
14 Q In addition to whatever you receive under the
15 Income Deduction Order from his salary, do you also
16 receive 55 percent of the interest payments that John
17 Keeler & Co., Inc., make to Mr. Keeler?
18 A I don't think so.
19 Q For the record, I am returning herewith to
20 Mrs. Suarez all of the things she produced -- all of
21 the original documents that you brought -- take a
22 minute and check them if you like -- with the exception
23 of your U.S. passport, which is now being copied.
24 A Yes. Yes, everything except the American
25 passport. Thank you.

1 Q Thank you. Now paragraph 2.1 on the very
2 next page says "child support shall be recalculated as
3 each child is no longer a dependent."
4 Do you see that?
5 A Yes.
6 Q Now, have you recalculated the child support
7 since two of the children have reached the age of 18?
8 A Mr. Keeler never agreed to do that.
9 Q So is the answer no?
10 A The answer is no.
11 Q Okay. And then paragraph 2.2 speaks
12 specifically of John Keeler, Jr. Is he still in high
13 school?
14 A Yes.
15 Q But he's 20 years old.
16 A Yes.
17 Q Okay. And is there a Trust that exists for
18 the benefit of John, Jr.?
19 A Yes.
20 Q And is his schooling and other special needs
21 currently being paid for?
22 A I hope so.
23 Q Okay. Is it your understanding that they are
24 being paid for?
25 A They have been paid. I don't know if they're

1 current.
2 Q Understood. What school does he attend?
3 A The Learning Experience School.
4 Q And how much does that cost?
5 A It's about \$1,600 per month, more or less.
6 Q And who is paying that?
7 A I believe the Trust is paying for that.
8 Q All right. And recently Junior has had some
9 health issues, including some serious heart arrythmia
10 issues. Is that correct?
11 A Yes.
12 Q And was Mr. Keeler there at the hospital with
13 you helping to deal with the health problem?
14 A Yes.
15 Q And are all the expenses being covered either
16 by insurance or by the Trust, to your knowledge?
17 A I know that we use the health insurance and
18 there is some co-payments pending.
19 Q Did you meet with Mr. Keeler after Junior was
20 17, to see if you could agree on the payment of his
21 expenses?
22 A He didn't want it.
23 Q But there has been no instance where there
24 has been an expense for John, Jr., either medically, or
25 educational, that has not been paid, has there?

1 A As of now, I think everything is paid. I
2 haven't received any notice from his school.
3 Q And generally speaking, and of course there
4 may be an exception here or there, but generally
5 speaking, when you've had any discussion with John
6 Keeler about John, Jr.'s expenses, you have not been
7 told that John Keeler refuses to pay, have you?
8 A Generally, no.
9 Q So you're able to at least speak to John
10 Keeler and work together for the benefit of John, Jr.
11 with regard to issues of his support. Is that a fair
12 statement or an unfair statement?
13 A We're talking about just money, right?
14 Q Yes.
15 A Yes.
16 Q Now, I take it you would like more help from
17 John Keeler regarding caring for Junior. Is that what
18 you were referring to? In your last qualification, it
19 seemed like you were ---
20 A No, I just want to make sure we were talking
21 about moneywise, not his care.
22 Q Okay. I'll leave it to money.
23 A Okay.
24 Q His care, you would like more help; is that
25 what you're saying?

1 A He needs more help.
2 Q But in terms of financial needs of John, Jr.,
3 I'm trying to determine whether you feel they are
4 currently all being satisfactorily met or not.
5 A Yes.
6 Q Has the father also paid for uncovered
7 expenses for Junior, John, Jr.?
8 A What is uncovered expense?
9 Q Like if you have insurance and they have a
10 deductible and they don't pay a hundred percent, they
11 pay 90 percent, and then the parents have to pay the
12 other ten percent, has Mr. Keeler or the Trust always
13 stepped up to pay?
14 A Yes. For John, Jr., yes, he pays, the father
15 pays.
16 Q Now, I'd like you to please turn to
17 paragraph, on page nine, Mrs. Suarez, paragraph 3.14.3.
18 Would you take a minute and review that,
19 please.
20 A Which number?
21 Q 3.14.3.
22 Now, this paragraph talks about the \$4
23 million payment. Would you read it to yourself.
24 A Yes.
25 Q Do you remember why the language, the

1 following language was included here: "Notwithstanding
2 the above, the principal for said first \$4 million
3 shall be paid to the wife as cash flow or cash
4 availability under existing restrictions becomes
5 available from John Keeler & Co.," et cetera?
6 Why was that put in there; do you know?
7 A This is what I remember. I don't know if I'm
8 right or not.
9 Q Understood.
10 A There is a balance on the last page on the
11 equally distribution (sic), some remaining balance here
12 that's different.
13 Q You mean it says \$4,082,896?
14 A Correct. So the 82,895 or 96 --
15 Q Whatever. It's hard to read.
16 A (Continuing) -- they were considered in the
17 first four million, this payment, and then the rest of
18 the balance with no interest.
19 The 82,895 payment was or should be without
20 interest. That's what I remember.
21 Q All right.
22 A So they were considering the first four
23 million, that's the language, and then the rest of the
24 balance.
25 Q I think you're referring there to what's

1 written on page eight, in paragraph 3.14.1, midway down
2 it says -- see where it says "the balance"?
3 A Exactly.
4 Q "That balance of the equalization sum will be
5 paid with no interest in equal monthly installments
6 from the first day of the fifth year and for 36
7 consecutive months thereafter."
8 A That is correct. That's the amount that I'm
9 referring to.
10 Q That's what you were just really saying in
11 your answer, that no interest on the 82,000.
12 A Uh-huh. I never received that after the
13 first five years.
14 Q Do you believe Mr. Keeler has hidden money
15 that is not being disclosed?
16 A Yes.
17 Q And where do you think the hidden money is?
18 A I'm not sure.
19 Q And are you aware that Mr. Keeler has said
20 that if we were to resolve issues, it would be left
21 open that if any hidden money was ever found, you could
22 state how much of it you wanted, take all or any
23 portion thereof? Are you aware of that?
24 A Don't understand what you said. That if ---
25 Q Are you aware that Mr. Keeler has offered to

1 you that if there were a resolution to this case, and
2 you were worried about hidden money, he agrees that if
3 anytime in the future you were to discover hidden
4 money, you could state how much of it was to be paid to
5 you? Either all of it or what percentage, it would all
6 be yours. Are you aware of that?
7 A Well, with all my respect, that's a joke, if
8 he offered that.
9 I don't remember him offering me that, not at
10 least to me. But again, with all my respect, that's a
11 joke.
12 Q Why is that a joke?
13 A That is a joke because John Keeler has all
14 his money in a safe place. He's not going to put it in
15 a place where I can find it that easy.
16 Q Well, first of all, Swiss banks no longer are
17 secret, and now they just -- what did they just do,
18 something about eleven million pages of --- What is it,
19 Dirk?
20 MR. LORENZEN: If you're referring to the
21 Panama Papers ---
22 MR. CARUANA: Yes.
23 MR. LORENZEN: The Panama Papers is from a
24 law firm where they revealed the existence of certain
25 corporations, but it doesn't reveal the actual

1 underlying bank accounts and who the actual and
2 beneficial owners are necessarily.
3 Q (BY MR. CARUANA) In all the years since
4 the divorce, have you uncovered any evidence of
5 undisclosed bank accounts?
6 A I'm sorry?
7 Q In all the years since your divorce -- this
8 is not a new divorce. This divorce is 2008, right?
9 A Yes.
10 Q Now it's 2016, so for eight years you've had
11 how many different lawyers? Five, six?
12 Leinoff, Bass ---
13 A Leinoff ---
14 Q Paul Bass.
15 A He was not my attorney.
16 Q He certainly was.
17 A I took his advice as a corporation, but he
18 was not my attorney.
19 Q He entered an appearance in the Court file on
20 your behalf; he propounded interrogatories ---
21 A No, it was about the company. He was not my
22 attorney. My family I have, nine ---
23 Q Ms. Suarez, I don't want to argue with you,
24 but Paul Bass entered an appearance in the Court on
25 your behalf. He propounded over a hundred

1 interrogatories on your behalf. The Judge ordered them
 2 be answered.
 3 He was your attorney. I don't want to argue
 4 with you, but that's the facts.
 5 A I thought that you were asking me about
 6 family attorney. Because I can get advice from any
 7 other attorney ---
 8 Q Who else?
 9 A Leinoff, this lady, Pines -- but before
 10 Pines ---
 11 Q There were two ladies.
 12 A There were two ladies. Leinoff, the two
 13 ladies, Pines, and Dirk.
 14 Q And Bass.
 15 A Well, that was a corporate attorney, but yes,
 16 okay, let's count Bass.
 17 Q So let's just say six. Then how many
 18 accountants did you hire over the years, or your
 19 lawyers hired? Barry Mukamal --
 20 A With Leinoff.
 21 Q (Continuing) -- Marc Breslow ---
 22 A Well, that's the same company.
 23 Q The lady hired ---
 24 A Yes, she hired someone.
 25 Q Do you remember Levy?

1 A Levy, that's it.
 2 Q Prior to Mr. Lorenzen -- because I'm not
 3 entitled to know what he has uncovered, okay, but prior
 4 to Mr. Dirk Lorenzen, did you uncover any undisclosed
 5 or secret monies anywhere in the world with those five
 6 other attorneys and three accountants of Mr. Keeler?
 7 MR. LORENZEN: Object to the form.
 8 THE WITNESS: If I discover?
 9 Q (BY MR. CARUANA) Yes.
 10 A No. But I know exactly what John Keeler is
 11 doing, because he told me in my face what he was doing.
 12 Q What is he doing?
 13 A He told me in my face, sitting next to me,
 14 that he was keeping money outside of the country, that
 15 he was using his father-in-law -- hold on --
 16 stepfather; he was paid everything on behalf of him,
 17 and he told me "It would be very expensive for you to
 18 prove that I'm keeping money outside of the country."
 19 For everyone he's going to say that he's a
 20 very -- when you give money to people ---
 21 Q Generous?
 22 A Exactly. That he is very generous, and he's
 23 going to pay everything on my behalf. He told me that.
 24 And when I talked to Alberto Zarranz, he
 25 confirmed that to me.

1 Q Who is that?
 2 A Alberto Zarranz is his stepfather. He
 3 confirmed that to me.
 4 He said yes, we were doing that. Now we
 5 fight for money. I'm out of the picture, and John
 6 Keeler is doing the same thing that he was doing with
 7 me, with somebody else. I cannot tell you who's that
 8 person.
 9 I know, Mr. Caruana, what John Keeler is
 10 doing. But you know what? He was right on something.
 11 It is very expensive to find out how he's doing that.
 12 Q So then you would want to see him go to jail,
 13 because you believe he is hiding money and he is being
 14 dishonest and not paying you. Therefore, you think he
 15 should go to prison.
 16 MR. LORENZEN: Object to form.
 17 THE WITNESS: I just want my ex-husband and
 18 my ex-partner, business partner, to comply with the
 19 Marital Settlement Agreement.
 20 Any consequences that John Keeler will have
 21 in this country or any other place, that will be
 22 because of his action, not mine.
 23 Q (BY MR. CARUANA) So you don't have a
 24 problem of any kind with him being imprisoned in
 25 this case.

1 A I'm not the one determinating (sic) that.
 2 Q Yes, you are. You're the one asking for it,
 3 so I'm entitled to ask you if that's what you want.
 4 A If he did something bad, if that's the
 5 consequences, it's not in my hands.
 6 Q So your position is he's hiding money.
 7 A He told me that. That's not my position. He
 8 disclosed that information to me.
 9 Q So having been given all this information
 10 from all these people, why haven't you been able to
 11 uncover the secret money?
 12 A Because he was right on something. It's very
 13 expensive to prove that. And if I cannot even pay the
 14 attorney that is trying to help my kids and me, how
 15 come I'm going to hire a forensic accountant?
 16 Q Well, I didn't ask you anything about a
 17 forensic accountant. I'm asking you this: What
 18 benefit is it to you if he is incarcerated?
 19 MR. LORENZEN: Object to the form.
 20 Q (BY MR. CARUANA) How do you benefit from
 21 that?
 22 MR. LORENZEN: Same objection.
 23 THE WITNESS: Again, it's not in my hands
 24 that Mr. Keeler will go to jail. I don't have the
 25 power to put no one in jail.

1 Q (BY MR. CARUANA) You certainly do. You
 2 asked for it.
 3 Are you aware that you're asking for that? I
 4 have your motion here. Do you want to see it?
 5 A Yes, I'm aware.
 6 Q You are aware.
 7 A You don't need to show me that.
 8 Q So you are asking criminal and civil
 9 contempt. Are you aware of that?
 10 A Yes.
 11 Q Now, if he does not have money hidden
 12 anywhere, as you believe, you still think he should go
 13 to jail?
 14 A Well, first of all, don't use the word
 15 believe, because if John Keeler told me what he was
 16 doing, this is not a "believe" situation. This is a
 17 reality.
 18 Q Okay.
 19 A This is a reality, so don't put the word
 20 believe. Because I know exactly what he's doing.
 21 Q So knowing what he's doing, you still haven't
 22 been able to prove it.
 23 A I need a lot of money to do that.
 24 Q How much have you spent already on legal fees
 25 for the whole case?

1 A A lot, but ---
 2 Q No, I want to know. More than a million?
 3 Five lawyers, three accountants ---
 4 A Both of us or just me?
 5 Q Just you. Five lawyers, three accountants, a
 6 million dollars in legal fees, and you still have not
 7 uncovered -- and you think Dirk Lorenzen is going to
 8 mysteriously uncover these secret accounts.
 9 Is that it?
 10 MR. LORENZEN: Object to the form.
 11 THE WITNESS: We'll see, Mr. Caruana.
 12 Q (BY MR. CARUANA) We will see. And if at
 13 the end of the day none are uncovered, do you think
 14 then you should have to pay Mr. Keeler's legal fees?
 15 MR. LORENZEN: Objection to form. Calls for
 16 a legal conclusion.
 17 THE WITNESS: I just know that I do have a
 18 Marital Settlement Agreement that said that if I need
 19 to enforce this document, he's the one responsible for
 20 legal fees. So I'm going to follow the marital
 21 Settlement Agreement.
 22 Q (BY MR. CARUANA) Even if he can't pay it.
 23 A That's what he's saying, that he can't pay.
 24 I know that he can pay.
 25 Q You know that he can pay.

1 A He told me that he hid(ed) (sic) money.
 2 Q And when did the conversation take place?
 3 A Don't remember.
 4 Q Where did it take place?
 5 A At the house. At the Gables by the Sea
 6 house.
 7 Q In what decade?
 8 What decade was it?
 9 A What do you mean "decade"? What is that?
 10 Q Was it 2010? 2010 to 2016?
 11 A I don't remember which ---
 12 Q Was it in the 1900's or the 2000's?
 13 A I think the 2000's.
 14 MR. LORENZEN: Objection argumentative.
 15 MR. CARUANA: No, I'm pinning down a date.
 16 MR. LORENZEN: 1900's? I mean that seems a
 17 little bit ridiculous.
 18 Q (BY MR. CARUANA) 1998. When did they get
 19 married?
 20 Were you married at the time?
 21 A Yes.
 22 Q Were you in a divorce case at the time?
 23 A We were already in the divorce case.
 24 Q So you're saying after the divorce case was
 25 filed, Mr. Keeler came to you and admitted to you that

1 he had money hidden somewhere and that it would be very
 2 costly for you to find it.
 3 A That is correct.
 4 Q And you're basing all of this on that
 5 conversation.
 6 MR. LORENZEN: Object to the form.
 7 THE WITNESS: Not only basing on what he told
 8 me, based on many, many things.
 9 Q (BY MR. CARUANA) And armed with all that
 10 information, you still have not uncovered five
 11 cents; is that right.
 12 MR. LORENZEN: Object to the form. Assumes
 13 facts not in evidence.
 14 Q (BY MR. CARUANA) You haven't discovered
 15 any hidden ten cents anywhere; not a dime, not a
 16 quarter, not a dollar.
 17 MR. LORENZEN: Object to the form. Assumes
 18 facts not in evidence; in fact, contrary to the facts.
 19 MR. CARUANA: What, are you coaching her now?
 20 MR. LORENZEN: No.
 21 MR. CARUANA: All you have to say is "Object
 22 to the form," that's it.
 23 MR. LORENZEN: Okay.
 24 Q (BY MR. CARUANA) So have you found any
 25 hidden money?

1 A Not yet.
 2 Q Not yet, and this is 2016. So that's eight
 3 years. The search has been ongoing for eight years and
 4 you have found nothing.
 5 MR. LORENZEN: Objection to form. You're
 6 arguing with the witness.
 7 Q (BY MR. CARUANA) Am I arguing with you?
 8 MR. LORENZEN: There is not a question.
 9 Q (BY MR. CARUANA) Have you found anything
 10 in the eight years that you've been litigating to
 11 indicate that there are undisclosed, secreted funds
 12 available to Mr. Keeler that he has not reported to
 13 the Court?
 14 A I already respond that, and I said not yet.
 15 Q I am returning your original passport.
 16 A Thank you.
 17 Q No, thank you.
 18 (Thereupon, the Petitioner's pleading was
 19 marked as Respondent's Exhibit No. 5 for
 20 Identification.)
 21 Q (BY MR. CARUANA) I show you Exhibit 5.
 22 Can you tell us what that is?
 23 MR. LORENZEN: Do you have a copy?
 24 MR. CARUANA: It's your pleading, Dirk.
 25 Ma'am you need to put your cell phone away.

1 MR. LORENZEN: She has a child that's ill.
 2 She is entitled to that.
 3 MR. CARUANA: You don't know that that was a
 4 child-who-was-ill message, Dirk.
 5 Q (BY MR. CARUANA) What is Exhibit 5?
 6 A Motion for an Order holding John Keeler in
 7 Civil Contempt and for an Order to Show Cause why they
 8 should not be held in Criminal Contempt and Motion to
 9 hold John Keeler & Co. in Civil Contempt, and Motion
 10 for an Order to Show Cause why the Court should not
 11 hold any employees or agents of John Keeler & Company
 12 P.A., that willfully violated the Income Deduction
 13 Order in Criminal Contempt.
 14 Q It's not only Mr. Keeler you would like to
 15 put in jail, but also employees of John Keeler & Co.?
 16 Is that correct?
 17 A Yes.
 18 Q Now, if he goes to jail or if you are
 19 successful in obtaining a judgment and the lender takes
 20 away the loan, what do you think will happen to your 55
 21 percent of his income that he's receiving?
 22 MR. LORENZEN: Objection to form; foundation.
 23 You may answer.
 24 THE WITNESS: I don't know what it could
 25 happen. I'm not sure.

1 Q (BY MR. CARUANA) What happens if John
 2 Keeler & Co. loses its financing with the bank?
 3 MR. LORENZEN: Object to the form;
 4 foundation.
 5 You may answer.
 6 THE WITNESS: I'm not sure about the
 7 consequences.
 8 Q (BY MR. CARUANA) Well, what do you
 9 understand the consequences -- I mean, you've ---
 10 A Maybe they should close the company.
 11 Q And what happens if the company is closed?
 12 A It's closed.
 13 Q You think that would be in your and the
 14 children's best interests?
 15 A I don't think it's a good interest for
 16 anyone.
 17 Q You contacted the lender and made complaints
 18 about Mr. Keeler's behavior.
 19 A Who is the lender?
 20 Q I'm sorry, let me ask you that question.
 21 Did you ever write a letter to the bank that
 22 lent money to John Keeler & Co. complaining about John
 23 Keeler & Co.'s behavior or the bank's behavior?
 24 MR. LORENZEN: Objection to form.
 25 THE WITNESS: No. I don't even --- The

1 people is in Alabama.
 2 Q (BY MR. CARUANA) So you never wrote such
 3 a letter.
 4 A No. All Star Bank (phonetic), something like
 5 that? No.
 6 Q I didn't say ArrowStar, I said any lender
 7 that lent money to John Keeler & Co.
 8 A Oh, you're referring U.S. Century Bank?
 9 Q Yes, I'm referring to any bank. Did you ever
 10 write to any of the lenders who lent money to John
 11 Keeler & Co. complaining?
 12 A I know where you're coming from.
 13 I reply an e-mail that I receive from U.S.
 14 Century Bank, from the Trust, not from John Keeler &
 15 Company. Yes, I did reply an e-mail.
 16 Q You replied to an e-mail. And what did you
 17 say?
 18 A U.S. Century Bank contact me asking me for a
 19 financial statement or any other documents regarding
 20 the kids' Trust. That's what they were asking for.
 21 Q And what did you tell them?
 22 A I told them what I think. I told them that
 23 when Mr. Keeler -- I told them that both of us are
 24 Trustee, equally Trustee, and when Mr. Keeler as
 25 Trustee wanted to take millions of dollars out of the

1 Trust, nobody contact me, nobody ask for my approve,
 2 nobody not even let me know, and they let him to take
 3 money out of the kids' Trust. Now that they need
 4 documentation, they do need information from me.
 5 That's what I said. Or something like that.
 6 That's what I said.
 7 (Thereupon, the document titled Former
 8 Husband's Objection (and Response) to Former
 9 Wife's Motion for Entry of a Partial Final Money
 10 Judgment and Former Husband's Motion to Deny or
 11 Defer Judgment to Protect Marital Assets was
 12 marked as Respondent's Exhibit No. 6 for
 13 Identification.)
 14 Q (BY MR. CARUANA) Please look at Exhibit
 15 No. 6, the last page.
 16 Do you see that e-mail from Nada -- who's
 17 Nada (sic) Suarez?
 18 A That's me.
 19 Q Your name is Nada?
 20 A No, Maria Fernandez.
 21 Q Who is Nada?
 22 MR. LORENZEN: Nanda.
 23 A That's my nickname.
 24 Q Nanda. I'm sorry.
 25 A That's the last five letters of my middle

1 name, Fernanda.
 2 Q 4/14. Did you send this e-mail to Century
 3 Bank?
 4 A Yes, I did.
 5 Q And you told the bank that they have been
 6 doing irregular things?
 7 A Yes, I did.
 8 MR. LORENZEN: Object to the form of that
 9 last question.
 10 MR. CARUANA: Dirk, what's wrong with the
 11 form?
 12 MR. LORENZEN: You said "they," referring to
 13 the bank, "had been doing irregular things," when she
 14 said -- the document says what she said, that John
 15 Keeler has been doing irregular things.
 16 MR. CARUANA: Not correct, Dirk. It says,
 17 "John Keeler, along with U.S. Century Bank, have been
 18 doing irregular things." That's what it says.
 19 MR. LORENZEN: Okay.
 20 Q (BY MR. CARUANA) So did you say that John
 21 Keeler and the bank are doing irregular things?
 22 A Yes.
 23 Q Turning again to the Settlement Agreement,
 24 which is Exhibit 4, were you required to put your 250
 25 shares of stock of John Keeler & Co. in escrow with

1 Frank Siegel?
 2 A Which page?
 3 Q Do you remember if you were required to put
 4 your shares of stock in escrow with Frank ---
 5 A Something like that the Marital Settlement
 6 Agreement said, that he will hold the shares.
 7 Q Have you done that?
 8 A John Keeler misplaced the shares of the
 9 paperwork, documents.
 10 Q Is that your answer?
 11 A Yes.
 12 Q Have you done that, "yes" or "no"?
 13 MR. LORENZEN: Objection to form.
 14 Q (BY MR. CARUANA) Have you placed your
 15 shares of stock in escrow? "Yes" or "no"?
 16 A Yes.
 17 Q When?
 18 A Well, I signed a document that I believe I
 19 was giving the permission to Franklin Siegel to hold my
 20 shares. I do remember that.
 21 Q What document did you sign?
 22 A Exactly I don't remember, but it was a
 23 document that I signed with Andy Leinoff to let
 24 Franklin Siegel to hold the shares, to put the shares
 25 in an escrow account.

1 Q Please turn to page five, paragraph 3.6.
 2 Could you read that out loud, please?
 3 A "The parties each other own a 50 percent
 4 interest in John Keeler & Co., Inc., and John Keeler &
 5 Co., Inc, d/b/a Blue Star Food Products. The wife,
 6 upon execution of this agreement" -- I don't know how
 7 to pronounce it. It's h-e-r-e-b-y -- "sells all of her
 8 shares in the corporation to the husband. Immediately
 9 upon execution of this agreement, the husband shall
 10 have all shareholder voting rights to the corporation.
 11 The husband is" -- the same word again, h-e ---
 12 Q Hereby?
 13 A (Continuing) -- "hereby restricted from
 14 selling or hypo" ---
 15 Q Hypothecating.
 16 A (Continuing) -- her one-half interest to any
 17 other person or entity so long as he owes the wife any
 18 sums of money in equitable distribution. The wife's
 19 stock will be held in escrow by Franklin Siegel until
 20 the husband has satisfied the equitable distribution as
 21 set forth in this agreement."
 22 Q Stop there. "The wife's stock will be held
 23 in escrow by Franklin Siegel until the husband has
 24 satisfied the equitable distribution as set forth in
 25 this agreement."

1 Have you ever been requested to sign
2 documentation to replace the missing stock certificates
3 so it could be held in escrow by this 2008 contract?
4 A I think so.
5 Q Have you signed them?
6 A My position has been always that John has the
7 shares, because they have been always been at the
8 office. He always kept the black book, so ---
9 Q Have you signed them? I just want a "yes" or
10 "no."
11 Have you signed the documents you were asked
12 to sign to replace the missing stock certificates?
13 A I don't remember that. I do remember
14 transferring the shares so Mr. Siegel will keep it in
15 an escrow account. But Mr. Keeler has the shares.
16 There is no need to replace.
17 Q Was demand ever made that you comply with the
18 escrow?
19 A Which escrow?
20 Q The escrow where you were to put your stock
21 in escrow.
22 A I think so.
23 MR. LORENZEN: Objection to the form. It
24 assumes that the wife shall -- that she shall put
25 them ---

1 MR. CARUANA: Dirk, I can't understand you.
2 MR. LORENZEN: Never mind. Just object to
3 form.
4 Q (BY MR. CARUANA) Did you ever receive a
5 demand that you comply with the escrow?
6 MR. LORENZEN: Object to the form.
7 THE WITNESS: As I told you before, I know
8 that I signed a document with Andy Leinoff so
9 Mr. Siegel can keep the shares in an escrow account.
10 I do remember that after that, at some
11 point -- don't ask me the date, because I don't
12 remember -- Mr. Keeler said that my shares were
13 misplaced. Don't remember exactly what happened after
14 that.
15 I'm just telling you that my position is that
16 Mr. Keeler always kept the black book with everyone's
17 shares. He has been even faxing those shares to Asia
18 more than once. So there is records of that.
19 (Thereupon, a five-page letter dated 12/22/08
20 to Andrew M. Leinoff from Franklin J. Siegel
21 was marked as Respondent's Exhibit No. 7
22 for Identification.)
23 Q (BY MR. CARUANA) When Mr. Leinoff was
24 your lawyer, would he send you correspondence
25 involving your case?

1 A Yes.
2 Q Let me show you Exhibit 7, which is a letter
3 dated December 22nd, 2008, from Franklin J. Siegel to
4 Andrew Mr. Leinoff. I'd like you to take a minute and
5 read the letter.
6 A The whole letter?
7 Q Yes.
8 A Okay.
9 Q Mrs. Suarez, would you permit me to call your
10 attention to paragraph nine of this letter.
11 "As to my holding 250 shares of John Keeler &
12 Co., Inc. stock in escrow, as required under the
13 agreement, and as discussed in Natalie Lemos, Esquire's
14 letter to me dated December 17, 2008, you may recall
15 that your client's response to our Request for
16 Production specifically directed to her stock
17 certificate was, quote, 'The wife has no documents
18 responsive to this request in her possession, custody
19 or control.' (See wife's response to husband's Third
20 Supplemental request for Production bearing the
21 certificate of service dated November 21, 2008.)
22 "Now that the stress of the trial has passed,
23 we are hoping your client might be able to locate her
24 original certificate so that it can be surrendered to
25 the Corporation and endorsed over for safekeeping in my

1 office. In the event she cannot locate same, please
2 prepare and have her execute a simple letter confirming
3 that her certificate is lost, and that in the event it
4 is ever found, she will immediately surrender same to
5 the Corporation. Upon my receipt of same, I will
6 ensure that the Corporation issues a new stock and
7 delivers it to me for safekeeping."
8 Now, you had access to the offices of John
9 Keeler & Co. before the separation, didn't you?
10 A Access to the building? Yes.
11 Q Yes, to the office, to the papers.
12 A No.
13 Q You didn't spend time there and work there
14 ever?
15 A Yes, but you're asking me if I have access to
16 the paper, and I answer no.
17 Q You never had access to the stock book?
18 A No.
19 Q Where was it kept?
20 A Either John or Josefina. I do remember
21 seeing a black book. John ---
22 Q So if you saw it ---
23 MR. LORENZEN: Let her finish answering,
24 please.
25 MR. CARUANA: I'm sorry, Dirk Lorenzen?

1 MR. LORENZEN: Finish your answer, please.
 2 Miss Suarez, you can finish your answer. You
 3 were saying ---
 4 THE WITNESS: Yes. I know that there is a
 5 black book, and I know that there is a security box
 6 where ---
 7 Q (BY MR. CARUANA) And you went to the
 8 black book and you took out your stock certificate,
 9 didn't you?
 10 A I don't have access to the security box.
 11 Q And you have refused to ever give it up. And
 12 then you were asked in 2008 to cooperate regarding the
 13 replacement, and let me ask you, did you ever comply
 14 with that request in this letter?
 15 A Well, first of all, I don't like you to tell
 16 me something that I didn't know.
 17 Q My client told me. That seems to be the
 18 Bible in your book. He told me that you stole the
 19 certificate and that's why ---
 20 A From his security box?
 21 Q Yes. Yes. So did you?
 22 A I never had access to the security box.
 23 Q So he was mistaken.
 24 A A hundred percent.
 25 Q All right. So you never had the stock

1 certificate in your possession.
 2 A Never.
 3 Q And in fact, that's what you filed with the
 4 Court, that you didn't have it in your possession.
 5 Isn't that right?
 6 A I never had it in my possession.
 7 Q That's what you told the Judge in this
 8 response.
 9 MR. LORENZEN: Object to the form.
 10 Q (BY MR. CARUANA) That is what you
 11 represented in Wife's Response to Husband's Third
 12 Supplemental Request for Production, bearing
 13 certificate of service dated November 21, 2008.
 14 Correct?
 15 A That's what this said.
 16 Q Am I correct?
 17 A Yes. You are reading this paper.
 18 Q So let me ask you, pursuant to paragraph
 19 nine, did you ever sign a simple letter confirming that
 20 your certificate is lost, and in the event it is ever
 21 found, you will immediately surrender it to the
 22 corporation?
 23 A No.
 24 Q That was eight years ago. Have there been
 25 any requests for you since 2008 to cooperate regarding

1 the escrow of your stock certificate?
 2 A No. I'm just waiting for Mr. Keeler to tell
 3 the truth and show everyone my 250 shares.
 4 Q Well, he says he doesn't have those shares.
 5 My question wasn't that either. It's interesting how
 6 you answered some question I didn't ask.
 7 My question was, after this 2008 request, did
 8 you receive other requests to cooperate regarding the
 9 escrowing of your shares? "Yes" or "no"?
 10 A Not that I remember.
 11 Q You do not recall, in 2010, receiving
 12 material from Alan R. Chase, including a stock power, a
 13 replacement stock certificate, and an Escrow Agreement
 14 in order to comply with the MSA --
 15 A I don't remember.
 16 Q (Continuing) -- through your attorneys?
 17 A Which attorney?
 18 Q Paul Bass and Andrew M. Leinoff.
 19 A Don't remember that.
 20 Q Did you ever, in 2010, sign the documents
 21 necessary to finalize the escrow of your stock
 22 certificate?
 23 A No.
 24 Q Did you, in 2016, through your attorney, Dirk
 25 Lorenzen, receive numerous requests for you to sign the

1 documents prepared by Alan R. Chase to complete this
 2 escrow?
 3 A No.
 4 Q Are you aware that Mr. Lorenzen, in writing,
 5 agreed that you would sign those documents?
 6 A No.
 7 Q I have them here. They have previously been
 8 furnished to Mr. Lorenzen on three occasions. Are you
 9 willing to sign them now?
 10 A No.
 11 Q Why not?
 12 A I'm going to wait for my 250 shares, because
 13 if they are creating new shares, I don't know what they
 14 are putting in there. I want the original shares. I
 15 want to see the black book that always has been in John
 16 Keeler's security box.
 17 Actually, this is very easy, because Josefina
 18 Bracho has been faxing the whole shares, my shares and
 19 John Keeler's shares, to Asia, so we can track those
 20 faxes.
 21 Q How do you know that? Do you have a spy?
 22 A No.
 23 Q Well, somebody told you that. You don't have
 24 access to Josefina's faxes, do you?
 25 A No.

1 Q So how did you find this out?
 2 A I know that. I do remember that.
 3 Q Who told you that?
 4 A Nobody. I just remember that. I was working
 5 at the office.
 6 Q Were you working in the office after 2008, in
 7 2009?
 8 A No.
 9 Q Okay. So who told you that Josefina was
 10 faxing ---
 11 A I just know that ---
 12 Q Let me finish, please.
 13 A I'm sorry.
 14 Q Obviously someone told you this, because you
 15 haven't been in that office since 2009. And you're
 16 under oath, and I'm asking you, who allegedly told you
 17 that John Keeler had Josefina fax stock certificates to
 18 Asia?
 19 A I just know that they were creating a company
 20 in Asia and John needs to send everything to Asia. And
 21 she sent everything.
 22 Q Who told you that?
 23 A I know that. I was at the office.
 24 Q You're lying.
 25 A I'm not lying.

1 Q And I'm not asking you for the time period
 2 that you were working there. This Exhibit No. 7 has
 3 got a date on it. After the date of that request that
 4 you replace the certificate so it could be held in
 5 escrow, on what basis do you say that John Keeler had
 6 Josefina fax the certificates to Asia?
 7 A I know that. I was out at the office. The
 8 company was created before the divorce. I was working
 9 there.
 10 Q This letter is after the divorce.
 11 A I know that.
 12 Q I'm only interested in what you did after the
 13 divorce to comply with the escrow.
 14 A Nothing.
 15 Q Okay. So you have somebody who is providing
 16 you information about John Keeler & Co.?
 17 A No.
 18 Q It appears as though you do from what you
 19 just said.
 20 A No.
 21 Q Because you tried to backtrack and say that
 22 this was all before the divorce, which makes no sense,
 23 because it's in the divorce document that you are
 24 required to complete the escrow.
 25 So what happened -- what was faxed before the

1 divorce is meaningless. I'm interested in after the
 2 date of this request.
 3 MR. LORENZEN: Object to the form.
 4 You may answer.
 5 Q (BY MR. CARUANA) After Exhibit No. 7 when
 6 you were asked to complete the contract that you
 7 signed for the escrow, what evidence do you have
 8 that there is a stock certificate already in
 9 existence?
 10 MR. LORENZEN: Object to the form.
 11 THE WITNESS: The problem is you're confusing
 12 dates.
 13 Q (BY MR. CARUANA) I'm not confusing
 14 anything.
 15 A I'm not talking about after 2008. I'm
 16 talking about when John Keeler was creating the company
 17 before the divorce and I was still an employee of the
 18 company.
 19 MR. CARUANA: Well, I have those documents
 20 that were created by Attorney Alan Chase right here,
 21 together with one e-mail to Dirk Lorenzen. There is a
 22 Pledge and Security Agreement for governing Frederick
 23 Siegel's conduct as escrow agent, a place for him to
 24 sign to agree to be an escrow agent; there is an
 25 Affidavit of Lost, Stolen or Destroyed Certificate, to

1 be signed by Maria Fernanda Keeler, and there is a
 2 Stock Power appointing Alan R. Chase, attorney, to
 3 transfer the stock on the books of the corporation so
 4 the escrow can be realized.
 5 We will mark this as Composite Exhibit No. 8.
 6 (Thereupon, the documents referred to, a
 7 Composite of four documents, were marked as
 8 Respondent's Composite Exhibit No. 8 for
 9 Identification.)
 10 MR. CARUANA: Dirk, I don't seem to have
 11 extra copies of the email, so take a moment and look at
 12 the email on top. It's simply a transmittal one, it's
 13 not all the e-mails between you and me on this subject,
 14 of which there are approximately eight.
 15 I'm sorry I don't have that for you.
 16 MR. LORENZEN: Not a problem.
 17 MR. CARUANA: Now, Mr. Lorenzen, I ask you as
 18 an officer of the court, isn't it correct that you
 19 agreed that your client would sign the document she is
 20 holding in her hand?
 21 MR. LORENZEN: I agreed that -- I don't
 22 remember exactly what my language was, but I said she
 23 would -- could sign appropriate documents, however
 24 there are some concerns that I have about the language
 25 in these documents that I needed to confer with a

1 corporate attorney. There are some issues in here.
 2 MR. CARUANA: You never told me you had a
 3 concern about the language.
 4 MR. LORENZEN: Well, I have to confer with a
 5 corporate attorney, which I have not been able to
 6 retain as of yet because I have no resources.
 7 And also I wanted to talk with my client
 8 about it, which I have not had the opportunity to
 9 because she was attending to medical emergencies with
 10 her son.
 11 MR. CARUANA: Mr. Lorenzen, my request -- I
 12 never knew you to be dishonest. The medical emergency
 13 was recent. These requests to you for these stock
 14 things to be signed go back many months before John,
 15 Jr. had these arrhythmias.
 16 Q (BY MR. CARUANA) So Ms. Suarez, I ask you
 17 if you would please sign those documents now so we
 18 can complete the escrow.
 19 A No.
 20 MR. LORENZEN: It's not appropriate to do
 21 during a deposition.
 22 THE WITNESS: No.
 23 MR. LORENZEN: Please ask questions for a
 24 deposition.
 25 Q (BY MR. CARUANA) Do you have any intention

1 to sign the necessary documents to complete the
 2 escrow?
 3 MR. LORENZEN: She will consult with her
 4 attorney and she will decide, after consultation with
 5 her attorney, as to whether or not she will sign these
 6 docu -- any possible amendments to the document that
 7 need to be made.
 8 MR. CARUANA: Mr. Lorenzen, I'm sorry, but
 9 you have already represented to me in writing that she
 10 would sign these documents, and now you're going back
 11 on your word.
 12 MR. LORENZEN: That's not exactly what I said
 13 in writing. If you will check the e-mail, you will
 14 determine exactly what I said.
 15 Please feel free to look at your e-mails and
 16 check.
 17 MR. CARUANA: I have the e-mails, Mr.
 18 Lorenzen. But it's apparent your client has zero
 19 interest in complying with the 2008 Agreement.
 20 MR. LORENZEN: That's not accurate at all.
 21 MR. CARUANA: Did you hear her response?
 22 Didn't you just hear her state that she refuses to sign
 23 it?
 24 MR. LORENZEN: Didn't you read what the
 25 agreement says, that the wife's stock will be held in

1 escrow by Franklin Siegel, not that she is going to be
 2 signing Pledge and Security Agreements that were never
 3 contemplated.
 4 MR. CARUANA: And Mr. Siegel wrote a letter
 5 in 2008 saying he doesn't have it and it needs to be
 6 replaced, and I have furnished your side for six
 7 years -- I've been asking for these documents to be
 8 signed. And, you know, you are just incredible.
 9 MR. LORENZEN: And it's incredible, yes. You
 10 specifically hire a corporate attorney in order to
 11 direct a nine-page Pledge and Security Agreement.
 12 That's not required in any way -- that creates terms
 13 that are different than the Marital Settlement
 14 Agreement.
 15 This Pledge and Security Agreement is not
 16 what is required in the Marital Settlement Agreement.
 17 MR. CARUANA: I invited you to contact Alan
 18 Chase with any questions or comments that you had. You
 19 know Alan. You and I both used Alan Chase for years.
 20 MR. LORENZEN: And I said I needed to consult
 21 with my client and with corporate counsel.
 22 The last time that he sent this, according to
 23 what you just referred to -- this was April 15 when you
 24 last sent these documents to me.
 25 MR. CARUANA: Yes, but they were sent to you

1 prior to that, and you claimed you couldn't find the
 2 e-mails. So I furnished you another one.
 3 MR. LORENZEN: That's correct, because I was
 4 getting hundreds of e-mails from you and your office,
 5 and they were somewhere lost within that onslaught of
 6 e-mails that I was receiving.
 7 And around April 15, I'm not sure of the
 8 exact date, but shortly after that is when my client's
 9 son subsequently started having medical issues.
 10 MR. CARUANA: There were no medical issues in
 11 2010 when I sent them to Andy Leinoff and Paul Bass.
 12 Same lawyer, Alan Chase, prepared them. Wow.
 13 THE WITNESS: We have a huge agreement,
 14 Marital Settlement Agreement ---
 15 MR. CARUANA: There is no question pending,
 16 ma'am.
 17 Mark this, please, ma'am.
 18 (Thereupon, a document titled Calculation of
 19 Sums Due under Paragraph 3.14 of the Settlement
 20 Agreement Adopted and Ratified as an Order of the
 21 Court in the Final Judgment dated December 12,
 22 2008, was marked as Respondent's Exhibit No. 9
 23 for Identification.)
 24 MR. CARUANA: I'll show you what's been
 25 marked by the Court Reporter as Exhibit 9 for

1 identification. It purports to be a document signed
 2 under oath by Amanda Suarez.
 3 Did you perform these calculations yourself
 4 on did someone else perform them for you?
 5 You know, before you answer that, Dirk, I'm
 6 putting you on notice, given the testimony of your
 7 client and your representations into the record, that I
 8 am no longer willing to serve as escrow agent for the
 9 stock transfer documents that my client has signed;
 10 that I am going to release them.
 11 I'll give you -- what -- ten days notice? Is
 12 that enough time for you to file what you have to file?
 13 MR. LORENZEN: Okay.
 14 MR. CARUANA: I am going to release them to
 15 my client given your and your client's refusal to
 16 cooperate regarding the escrow.
 17 So you can take what measures you need to
 18 take to file something with the Court if you feel the
 19 need to, and we withdraw our prior offer to put John
 20 Keeler's stock also in escrow with Mr. Siegel as a sign
 21 of good faith, because we've received no good faith
 22 from Mrs. Suarez, nor you, regarding her shares, and
 23 the contract only requires her shares to be in escrow.
 24 We had been willing to put Mr. Keeler's also
 25 in escrow to give comfort to your side. That is hereby

1 withdrawn effective ten days from today's date.
 2 MR. LORENZEN: Understood. However, if you
 3 want to go there, I will point out to you, however,
 4 that if he were to transfer and so hypothecate his
 5 interest in John Keeler & Co., the full equitable
 6 distribution of payments shall be paid in full at that
 7 time, and so it doesn't really change anything.
 8 MR. CARUANA: I understand that's what the
 9 Agreement says.
 10 MR. LORENZEN: Thank you.
 11 MR. CARUANA: But I am no longer willing to
 12 serve as escrow as I represented to the Court that I
 13 was holding them in escrow, and I represented to you
 14 that I would be escrow until further notice, until we
 15 got these documents all in order.
 16 In light of her testimony and what you said
 17 today, I'm no longer willing to do that. I feel ten
 18 days is enough notice. If you think you need more, let
 19 me know. I'm willing to give more time.
 20 And my client is no longer willing to escrow
 21 his shares as a sign of good faith, only her shares are
 22 to be held in escrow, and I will file a motion to
 23 enforce that and for legal fees and costs.
 24 Q (BY MR. CARUANA) Now, back to Exhibit No.
 25 9, the calculation. The question was, did you

1 perform these calculations under oath or did another
 2 person perform them and you simply adopted them?
 3 A The numbers that I'm seeing here is the
 4 numbers that are in the Marital Settlement Agreement.
 5 Q No, ma'am, there is nothing in the Marital
 6 Settlement Agreement that says how long Mr. Keeler made
 7 interest payments to you.
 8 You stated under oath that he "paid the
 9 interest for six months and then stopped." You made
 10 that statement under oath in paragraph five, and then
 11 all of the computations that follow are based on that
 12 statement that there were only six months of payments.
 13 So none of these numbers could exist from the
 14 Agreement because the Agreement doesn't know how many
 15 future payments were made or not made.
 16 So my question is, did you do this math or
 17 did someone else do it?
 18 A I did. I present to Mr. Lorenzen all the
 19 numbers.
 20 MR. CARUANA: Okay.
 21 (Thereupon, 36 pages, consisting of copies
 22 of checks and deposit slips, were marked as
 23 Respondent's Composite Exhibit No. 10 for
 24 Identification.)
 25 Q (BY MR. CARUANA) Let me show you what's

1 been marked as Exhibit 10. It's a composite
 2 exhibit.
 3 Please take as much time as you need to look
 4 through this, and my question will be, did you receive
 5 all those payments that are identified in these checks?
 6 Since it's a Composite Exhibit, and there are
 7 many pages, I'm going to let you read it in peace and
 8 we will step out.
 9 We're going to take a short break for you to
 10 look at this and everybody to use the facilities.
 11 (Thereupon, a brief recess was taken.)
 12 Q (BY MR. CARUANA) Have you had a chance to
 13 look, Ma'am, through Exhibit No. 10, which is a
 14 Composite Exhibit?
 15 A Yes.
 16 Q Did you in fact receive all of the payments
 17 indicated in these checks?
 18 A I have never seen these checks before, so I
 19 cannot answer if I receive all of them.
 20 Q Do you dispute receiving any of these?
 21 A I never seen these checks before so I cannot
 22 tell you if all of them -- I mean, if I check that I
 23 receive and I deposit, I can give you an answer, but
 24 none of these checks -- is the first time that I'm
 25 seeing these checks.

1 Q In any event, these indicate that you
 2 received more than six months of interest payments.
 3 Isn't that correct?
 4 MR. LORENZEN: Objection to form.
 5 MR. CARUANA: What's wrong with the form?
 6 MR. LORENZEN: It relies upon a hearsay
 7 document that she said she's never seen before.
 8 MR. CARUANA: I said "these indicate," so to
 9 the extent that she is relying upon a document that's
 10 not correct, that's excluded in my question.
 11 Could you answer the question, please?
 12 THE WITNESS: Yes, probably.
 13 Q (BY MR. CARUANA) Thank you. You will see
 14 that some of them are expressly marked "interest" --
 15 A Yes.
 16 Q (Continuing) -- in the "for" part of the
 17 check.
 18 So what would you have to do to get the
 19 correct amount of months that you received interest
 20 payments in order to correctly state under oath how
 21 many interest payments you did receive?
 22 A I just follow a paper that I have when I file
 23 my taxes, and I have what I receive every month, so I
 24 follow those numbers.
 25 Q Okay. And what is the title of that paper?

1 A I don't have a title for my notes.
 2 Q Okay. So you have notes that show everything
 3 you received every month. Where are they kept?
 4 A I have it.
 5 Q Where are they kept?
 6 A Where I live.
 7 Q Where you live. Is there a place where you
 8 live where they are kept?
 9 A You want my address?
 10 Q No. I want to know where inside the house
 11 you keep these papers exactly.
 12 A With my tax return.
 13 Q In a desk? In a drawer? In a safety deposit
 14 box? In a safe? In the closet?
 15 A In a drawer.
 16 Q What drawer? Of what furniture? Is it a
 17 bureau? Is it a nightstand?
 18 A No, that's my personal closet.
 19 Q Your personal closet.
 20 And how far back do these records go that
 21 show exactly what you received from Mr. Keeler under
 22 the Agreement? How far back in time? From 2008?
 23 A Yes.
 24 Q All right. I'm putting you on notice not to
 25 destroy evidence, that's a preservation and anti-

1 spoliation request that you not destroy those records
 2 that you've kept from the date of the divorce until now
 3 showing everything you've received from John Keeler,
 4 because I am going to do a Request for Production and a
 5 Notice to Produce at the July hearing, that you bring
 6 that with you to the Judge, and produce them to me. So
 7 please don't destroy them.
 8 A I won't.
 9 Q Thank you. Secondly, do those indicate also
 10 payments or, like, your mortgage where you now live and
 11 the Mercedes Benz and insurance for the car, as well as
 12 your health insurance, when it was being paid? Do
 13 those papers reflect those?
 14 MR. LORENZEN: Object to the form.
 15 THE WITNESS: No.
 16 Q (BY MR. CARUANA) Have you ever provided
 17 these papers to any other person?
 18 A No. No -- yes. To my -- the person that
 19 prepare taxes. I print that.
 20 Q Who prepares your taxes?
 21 A Baron Barinas.
 22 Q Baron?
 23 A Uh-huh.
 24 Q B-a-r-o-n?
 25 A B-a-r-i-n-a-s.

1 Q Barinas?
 2 A Barinas.
 3 Q Where are they located?
 4 A 36th Street. It's right in front of the
 5 airport, 36th Street.
 6 Q Is he a CPA or bookkeeper?
 7 A He does taxes. I don't know his title.
 8 Q Does his name appear on your returns as the
 9 preparer?
 10 Barinas & Associates, Inc., B-a-r-i-n-a-s,
 11 5701 Northwest 36th Street, Virginia Gardens, Florida,
 12 33166. 305-871-0889.
 13 Is that the person?
 14 A That's the person.
 15 Q Now, it shows here he charges you no fee for
 16 the preparation of this. Is that correct?
 17 A No.
 18 Q How much did he charge you?
 19 A I think it's like \$200, or around that.
 20 Q And these documents also state they are not
 21 final. Do you have the final of these tax returns?
 22 See, it says "Not final. Do not file."
 23 "Do not file. Form not final."
 24 A I can ask for -- I don't know why it says "Do
 25 not file." Only the 2013 say that?

1 Q As far as I can tell. I haven't gone through
 2 all of them yet.
 3 MR. LORENZEN: '14 does not. '15 does not
 4 appear to either.
 5 Q (BY MR. CARUANA) Only '13, apparently.
 6 A Okay.
 7 Q I would like to have the final, please.
 8 A Sure.
 9 Q Now, in your Financial Affidavit, you list a
 10 45,000 loan to your sister. Did you borrow money from
 11 her or lend money to her?
 12 A I got money from her.
 13 Q When was that loan?
 14 A It's been different times.
 15 Q Oh, it's an accumulation?
 16 A Exactly.
 17 Q Do you have promissory notes to indicate the
 18 indebtedness?
 19 A No.
 20 Q Was any of the money that you borrowed from
 21 your sister used to pay for the renovations in the
 22 Pinecrest home?
 23 A No.
 24 Q Was this money given to you in cash or by
 25 check?

1 A Cash payments directly to other people.
 2 Q Payments to third parties?
 3 A To third parties. And checks, yes.
 4 Q What is her name?
 5 A Patricia Suarez.
 6 Q And she lives at the Grovenor House?
 7 A She lives in Venezuela.
 8 Q Do you have any relatives who live at the
 9 Grovenor House?
 10 A She has an apartment there.
 11 Q How many sisters do you have?
 12 A One.
 13 Q Does she have your Porsche?
 14 A Yes.
 15 Q I thought you sold it to somebody.
 16 A No, I sold it to her, to them.
 17 Q Did she pay for it?
 18 A Yes.
 19 Q How much?
 20 A 22,000, if I'm not wrong.
 21 Q Do you still have access to the Porsche, to
 22 use it whenever you feel like it?
 23 A I have access to both of their cars.
 24 Q The Porsche and what else?
 25 A They have a Mercedes.

1 Q How much of the year does she live in
 2 Venezuela?
 3 A What?
 4 Q How much of the year does Patricia Suarez
 5 live in Venezuela?
 6 A Oh, how many days? I would say the majority
 7 of the time.
 8 Q And where is the Porsche kept?
 9 A Either the place where I live or Grovenor
 10 House, as well as the Mercedes.
 11 Q And whose Mercedes is it?
 12 A Them.
 13 Q They have title?
 14 A I guess so.
 15 Q And the Porsche, who has title to the Porsche
 16 now?
 17 A Them two.
 18 Q Do you have a key to the Porsche?
 19 A When I do have the car, yes.
 20 Q When did you last use it?
 21 A Probably a month ago.
 22 Q What did you use it for?
 23 A Just to run the engine.
 24 Q Did you take it out of the building?
 25 A Yes.

1 Q How many times have you used it in the last
 2 six months?
 3 A I used it in March.
 4 Q How many times have you used it in the last
 5 six months?
 6 A Probably a week during March.
 7 Q What was the reason you needed to use it?
 8 A My daughter came from Boston and we need a
 9 second car, so I took it.
 10 Q Is there a bill of sale or any other document
 11 showing that this was a real sale to your sister?
 12 A They gave -- I believe they paid directly to
 13 Leinoff. I'm not sure.
 14 Q Paid directly to Leinoff? I don't
 15 understand. He didn't own the car.
 16 A I need the money to pay Leinoff, otherwise he
 17 will be out of the case, and that's the main reason why
 18 I sold the car. And I paid those \$22,000 to Leinoff.
 19 Q Oh, I see. So they paid Mr. Leinoff and you
 20 transferred title of the Porsche.
 21 A To them.
 22 Q To them?
 23 A Yes.
 24 Q And when did this occur?
 25 A Leinoff was on the case. Maybe 2010 or

1 eleven.

2 I know that I was in New York spending

3 Christmas with them, and I received the e-mail from

4 Leinoff saying if he doesn't receive the money, he will

5 withdraw from the case.

6 And they told me, "Don't worry. We give you

7 the money, you transfer the car to us." And I

8 transferred -- or they transferred -- we transferred

9 \$22,000 to Leinoff and he stayed on the case.

10 But was years ago. Maybe 2010 or eleven.

11 Q A tax debt that you have to the IRS for the

12 year 2009 is required to be taken care of by Mr. Keeler

13 pursuant to the MSA. Is that correct?

14 A You are wrong with the years. It's 2007 and

15 eight, if I'm not wrong.

16 Q I apologize. Why don't you take a minute and

17 check Exhibit 4.

18 A 2007 and eight.

19 Q Do you have tax liens from the IRS for years

20 other than 2007 and 2008?

21 A I know that they put a lien on the house

22 but ---

23 Q For example, do you have a tax lien for the

24 year 2010?

25 A Not that I know, because for many years I

1 don't pay taxes.

2 Q I'm sorry?

3 A For many years I haven't paid taxes. When I

4 do my tax return, I don't need to pay taxes.

5 Q Are there years you did not file a tax

6 return?

7 A No.

8 Q So you always filed one?

9 A Yes.

10 Q But in some years you had no tax because of

11 your income?

12 A That is correct.

13 Q And you don't know whether there are any tax

14 liens against you by the IRS, other than the 2007 and

15 2008, that is dealt with in Exhibit No. 4?

16 A No, I don't have an update balance, no.

17 Q Do you have any secret accounts?

18 A No.

19 Q Do you have any money anywhere that is in the

20 name of a third party that you have access to?

21 A No.

22 Q Do you have any money anywhere that is

23 beneficially owned by you?

24 That means it may be in the name of someone

25 else but it's really your money.

1 A No.

2 Q Do you have any offshore corporations?

3 A No.

4 Q Do you have any offshore accounts?

5 A No.

6 Q Do you have any interest in any corporations

7 that have bearer shares?

8 A No.

9 Q Do you know what a bearer share is?

10 A No.

11 Q A bearer share is a stock certificate that is

12 similar to currency. If you have the \$5 in your

13 pocket, that's your \$5.

14 A bearer share is the same thing. If you

15 have the certificate in your hands, in your pocket,

16 then you own it, just like the \$5 bill.

17 A Okay.

18 Q So instead of it being a paper trail of

19 ownership, it's a possession ownership. Do you have

20 any bearer share entities in which you have access to

21 or have the shares?

22 A No.

23 (Thereupon, a document titled Former Wife's

24 Notice of Filing Financial Affidavit was marked as

25 Respondent's Exhibit No. 11 for Identification.)

1 Q (BY MR. CARUANA) I show you what's been

2 marked by the official Court Reporter as Exhibit

3 No. 11.

4 Can you identify your signature?

5 A Yes.

6 Q What is this?

7 A Former Wife Motion of Filing Financial

8 Affidavit.

9 Q Please look at page seven. You see the

10 language above your signature?

11 A The name?

12 Q The language -- the writing above your

13 signature, above the date 2/11/15. Do you see that, "I

14 understand"?

15 A What do you want me to say?

16 Q Do you see the words at the top of the page?

17 A "I understand," yes.

18 Q Would you read them aloud, please?

19 A "I understand that I am swearing or affirming

20 under oath to the truthfulness of the claims made in

21 the Affidavit, and that the punishment for knowingly

22 making a false statement includes fines or imprison" --

23 I don't know what that says.

24 Q So when you signed this, did you understand

25 that you were signing it under oath?

1 A Yes.
 2 Q Does the 45,000 that you list to Patricia
 3 Suarez include the \$22,000 that she paid to Leinoff?
 4 A Yes.
 5 Q So then the Porsche was not sold to her if
 6 you owe her the 22,000. Is that correct?
 7 A If you say it that way, yes, probably.
 8 Q The \$5,190.82 that you list in paragraph 17,
 9 is that money that you received pursuant to the IDO
 10 from John Keeler?
 11 A Which number is that?
 12 Q Line item 17, page 2.
 13 A I received that from John Keeler, yes.
 14 Q Do you have any other source of income other
 15 than John Keeler & Co., Inc.'s IDO payments to you
 16 every month of over \$5,000?
 17 A No.
 18 Q Do you have any bank accounts that are not
 19 described on this financial affidavit?
 20 A No.
 21 Q You list expenses for your children on page
 22 four. Are those expenses for all three of your
 23 children or just for one of your children?
 24 A Which number?
 25 Q On page four, Monthly Expenses for Children

1 Common to Both Parties.
 2 You list \$1,310 a month. Is that your
 3 expenses for all three children or just the 13-year
 4 old?
 5 A For three of them.
 6 Q Who gets the uniform and clothing in item 39;
 7 \$300 a month for uniforms and clothing?
 8 A I do.
 9 Q No. Whose uniforms and clothes cost \$300 a
 10 month?
 11 A The three kids.
 12 Q What tuition do you pay for \$50 a month ---
 13 Strike that.
 14 I'm sorry, that's books, supplies and fees.
 15 A That's for the kids too.
 16 Q Number 48, how much do you spend on cosmetics
 17 and toiletries and sundries for just the 13-year old?
 18 MR. LORENZEN: Objection to form.
 19 You may answer.
 20 MR. CARUANA: What's wrong with the form,
 21 Dirk?
 22 MR. LORENZEN: Foundation. That these aren't
 23 divided up between the three children.
 24 MR. CARUANA: What?
 25 MR. LORENZEN: Lack of foundation.

1 You may answer.
 2 Q (BY MR. CARUANA) No, let's lay a
 3 foundation so we can be here longer.
 4 Number 48, how much do you list as expenses
 5 for the children for cosmetics, toiletries and
 6 sundries?
 7 A I have a hundred dollars per month.
 8 Q Okay. Now, is that for all three children or
 9 one or two children?
 10 A All the children.
 11 Q What cosmetics and toiletries and sundries do
 12 you buy for John, Jr.? Does he wear cosmetics?
 13 A No.
 14 Q What toiletries does he need?
 15 A You mean shampoo, soap?
 16 Q Yes. Toothbrush, toothpaste.
 17 A Toothpaste, shaving cream, gel for the hair,
 18 deodorant, cologne, Listerine.
 19 Q How did you arrive on \$400 a month for
 20 miscellaneous, number 53?
 21 A I always get extra things.
 22 Q I'm sorry, I didn't understand you.
 23 A I always, in one way or another, always has
 24 extra expenses.
 25 Q But how did you compute it to be 400?

1 A Well, maybe more. I just put 400 to round a
 2 number.
 3 Q Did you use any kind of methodology, like
 4 looking at receipts and adding them up and dividing
 5 by ---
 6 A In my mind, kind of the amounts, adding the
 7 numbers.
 8 Q In your mind?
 9 A Yes.
 10 Q Do you have pets?
 11 A Yes.
 12 Q What kind of pets?
 13 A One dog and one cat.
 14 Q It says here "See note three." I can't find
 15 note three. Where do you have the note three?
 16 I see note one but I don't see note three.
 17 A You mean section three?
 18 Q No, ma'am. Look at item 69 on page five,
 19 please. Monthly pet expenses, 118.88. Then it says
 20 "See note three."
 21 Please direct me to note three. I could not
 22 find it.
 23 A Me neither. Maybe the note that I have that
 24 there is one dog and one cat, but you're right, I don't
 25 see it.

1 Q Look on page six under assets. Cash in banks
 2 or cash in husband's banks or credit unions. You have
 3 down here, it "Fluctuates but de minimis."
 4 Q When you signed this document under oath on
 5 December 11th, 2015, Dirk Lorenzen was your lawyer in
 6 December of 2015?
 7 I guess he was.
 8 A Yes.
 9 MR. LORENZEN: Yes.
 10 Q (BY MR. CARUANA) When you signed this, how
 11 much did you have in the bank that day?
 12 A I don't remember.
 13 Q Well, what does "de minimis" mean to you?
 14 A That it could -- sometimes I have more,
 15 sometimes I have less.
 16 Q What's the highest amount that you had during
 17 the year 2015 in any bank or savings or -- any bank or
 18 savings?
 19 A Around \$5,000.
 20 Q Okay. And what about cash, what's the
 21 highest amount of cash you had access to at any one
 22 time in 2015?
 23 A I cannot get more than \$500 per day on my
 24 bank, so that could be the maximum that I have in cash.
 25 Q All right. Please understand I'm not asking

1 what it could be. I'm asking what it was.
 2 A Okay. \$500 is the maximum that I can get
 3 cash.
 4 Q I didn't ask you what could you get. I'm
 5 asking what you had in your purse or available to you
 6 at any one time, the largest amount during the year.
 7 A Okay. \$500.
 8 Q Thank you very much.
 9 Now, you have \$80,000 that you owe Amex. Is
 10 that still correct?
 11 A I think so.
 12 Q Do you know how much you owe Mr. Lorenzen
 13 today?
 14 A No. I know that I received an e-mail, but I
 15 didn't have the chance to open. As of today, I don't
 16 know the amount.
 17 MR. LORENZEN: If you're ready to cut a
 18 check, I'll gladly tell you the amount.
 19 MR. CARUANA: Yes -- no, tell me the amount.
 20 MR. LORENZEN: I will look it up in a second.
 21 Feel free to cut a check.
 22 MR. CARUANA: I don't know how many different
 23 ways I've asked your side to tell me what you're owed,
 24 both Interrogatories, Request for Production,
 25 deposition.

1 It's unbelievable to me that no one seems to
 2 know how much you're owed.
 3 MR. LORENZEN: I'll have that information for
 4 you in a second.
 5 Let me call my office.
 6 MR. CARUANA: Thank you, Mr. Lorenzen.
 7 Q (BY MR. CARUANA) Do you currently have
 8 health insurance?
 9 A As of today, I don't.
 10 Q Your former husband was paying your health
 11 insurance for a period of time. Do you recall that?
 12 A Yes.
 13 Q And he's not required to by the MSA. Do you
 14 agree with that?
 15 A I agree with that.
 16 Q Are you aware that he simply asked for a
 17 credit against what he owes you and he would continue
 18 to pay for your health insurance?
 19 MR. LORENZEN: Objection. Mischaracterizes
 20 the facts.
 21 Q (BY MR. CARUANA) Are you aware that your
 22 husband -- your former husband, was willing to
 23 continue to pay your health insurance if you agreed
 24 that he would receive a credit going forward and for
 25 back payments that he made against monies he owed

1 you? Are you aware of that?
 2 MR. LORENZEN: Objection. Mischaracterizes
 3 the facts.
 4 MR. CARUANA: What is the mischaracter-
 5 ization?
 6 MR. LORENZEN: There was no offer that I
 7 received saying that credit -- that he would continue
 8 paying the health insurance if he received a credit.
 9 MR. CARUANA: Yes, there is. You're
 10 mistaken. All we asked for was a credit, and you said
 11 we would give you a credit going forward, but you had
 12 to talk to Mrs. Suarez about the credit for payments
 13 made in the past.
 14 And I said, well, if we don't have an
 15 agreement, then I'm going to tell him we have no
 16 agreement.
 17 And you never got back to me with whether you
 18 would give us a credit for payments that we made that
 19 are not required to be made under the MSA, which I
 20 won't comment on.
 21 And those are the correct facts.
 22 Q (BY MR. CARUANA) After the mediation or
 23 meeting with Eljio Cedaño, do you remember
 24 receiving drafts of settlement agreements that were
 25 sent to Ricardo Pines?

1 A I know that Ricardo received something that
 2 he didn't want to share with me because he didn't
 3 agree, and at some point he sent me one.
 4 Q Don't tell me what -- you have a privilege
 5 with Ricardo Pines.
 6 A Oh, I'm sorry.
 7 Q So I don't want you to give up your
 8 privilege.
 9 A Yes, I did receive one, like proposal.
 10 MR. CARUANA: Okay. Would you mark this as
 11 Exhibit No. 12, please.
 12 (Thereupon, an e-mail from Melissa Jacobs
 13 to Ricardo Pines dated 5/8/15 was marked as
 14 Respondent's Exhibit No. 12 for Identification.)
 15 MR. CARUANA: Mrs. Suarez, I show you what's
 16 been marked as the Court Reporter's Exhibit No. 12 to
 17 your deposition.
 18 Dirk, I'm not waiving the privilege. There
 19 is one here, sort of a transmittal one only, from
 20 Melissa to John transmitting -- there is no text. So
 21 will you agree that we're not waiving the privilege
 22 here by inadvertence, if it's somewhere in this ---
 23 MR. LORENZEN: Agreed, there is no waiver of
 24 privilege. But if there is an issue, we can redact it.
 25 So stipulated.

1 fees?
 2 MR. LORENZEN: That should be fees and costs.
 3 MR. CARUANA: And your hourly rate is 500?
 4 MR. LORENZEN: \$500.
 5 MR. CARUANA: You're certainly worth the \$500
 6 a hour.Okay.
 7 Q (BY MR. CARUANA) Now could you look at
 8 Exhibit No. 12, which could you look at the list of
 9 conditions communicated to Mr. Pines as conditions
 10 for the purchase of the home for the use of the
 11 former wife and the parties' three children.
 12 And it says, "Prior to the former wife moving
 13 into the home, please confirm the below in order to
 14 ameliorate any future issues."
 15 And then there is a list. "The former wife
 16 may not change the locks, the former wife shall not
 17 cause any liens, the former wife shall not cause any
 18 modifications or remodeling inside or outside without
 19 prior consent of the former husband."
 20 It talks about the utility accounts, and then
 21 the last one says, "In the event the former wife
 22 institutes any litigation against the former husband
 23 for any reason, she shall vacate the premises the day
 24 she filed any lawsuit."
 25 Do you recognize and remember those

1 Q (BY MR. CARUANA) Right. Did you ever
 2 receive from Mr. Keeler some proposed conditions
 3 that if you agreed to them, he would purchase the
 4 house you are now living in for your use and
 5 benefit?
 6 A Yes.
 7 Q And are those conditions set forth in Exhibit
 8 No. 12 anywhere?
 9 I think I might have given you the wrong ---
 10 Could I have those back? I think those are the wrong
 11 ones. I think I was supposed to give you this one.
 12 Dirk, can we substitute this for 12? If you
 13 want to take a look at it, go ahead, but I gave her the
 14 wrong one.
 15 MR. LORENZEN: Well, what you handed to me
 16 and what you handed to her were two different things
 17 anyway so ---
 18 MR. CARUANA: Oh, my goodness. Wait a
 19 minute.
 20 Off the record.
 21 (Discussion held off the record.)
 22 MR. LORENZEN: According to my office, the
 23 total amount that I'm owed as of the April 30th bill
 24 \$122,462.31.
 25 MR. CARUANA: Is that fees and costs or just

1 conditions?
 2 A Yes.
 3 Q Did you ever write back saying "I accept your
 4 conditions"?
 5 A Yes.
 6 Q And when did you write back and say you
 7 accept the conditions? Do you remember?
 8 A No.
 9 MR. LORENZEN: If you have another copy of
 10 that number 12, that would be great.
 11 MR. CARUANA: I'm sorry, I meant to hand it
 12 to you. My apologies. I meant to give you that.
 13 Make sure I gave you the right one and rip
 14 off the one ---
 15 MR. LORENZEN: You did.
 16 THE WITNESS: Sharon Blake is the name of the
 17 attorney.
 18 Q (BY MR. CARUANA) Sharon Blake, that's one
 19 of them. But the other lady I can't even myself
 20 remember.
 21 I remembered Sharon Blake, but then you had
 22 one, Maria ---
 23 A No.
 24 Q No Maria?
 25 A No.

1 Q Sharon Blake. I remember her.
 2 She is the one who wrote the IDO order, and
 3 we had all the hearings for the IDO.
 4 A I don't remember that one.
 5 Q Yes.
 6 MR. LORENZEN: But it proves that she is
 7 trying to help you.
 8 THE WITNESS: My memory is so bad.
 9 (Thereupon, an email exchange between
 10 Nanda Suarez and John R. Keeler was marked as
 11 Respondent's Exhibit No. 13 for Identification.)
 12 Q (BY MR. CARUANA) Okay. Now let me show
 13 you Exhibit 13. Do you recognize Exhibit 13?
 14 A Yes.
 15 Q Can you tell us, please, what this is?
 16 A When I sent an e-mail to John accepting his
 17 terms.
 18 Q And it says, "John, I accept your conditions.
 19 When can we move in? Please let me know. Thank you."
 20 Did you author that e-mail?
 21 A I sent that e-mail, yes.
 22 Q And that was referring to the conditions set
 23 forth in the previous exhibit, correct?
 24 A Correct.
 25 Q And after you sent this Exhibit No. 13, you

1 were provided the keys and you did move in to the
 2 Pinecrest home. Is that correct?
 3 I don't mean the same day, I meant
 4 afterwards.
 5 A Yes, because this is June and we moved in
 6 August.
 7 Q Correct. But there was a closing and there
 8 were all kinds of things, the contract was signed.
 9 Ultimately, after Exhibit 13, you and the
 10 children moved into the Pinecrest home.
 11 A Yes.
 12 Q Is there any reason you didn't simply tell
 13 Mr. Keeler you wanted to make renovations, or the kids
 14 wanted to make renovations, or whoever you said made
 15 them?
 16 A Well, probably the kids should tell the
 17 father that they were doing that, yes. Yes. Maybe
 18 they were afraid that he didn't want to, but they
 19 should do that. It wouldn't be good if they did that.
 20 Q And then after Mr. Lorenzen was asked if
 21 access would be granted, he said no. Are you aware of
 22 that?
 23 Mr. Keeler, through my office, asked Mr.
 24 Lorenzen to have access, when we got the Notice of
 25 Violation, and Mr. Lorenzen denied access. Are you

1 familiar with those facts?
 2 A I'm sorry, but I don't understand what you're
 3 telling me.
 4 Q After the Notice of Violation from Pinecrest,
 5 which is Exhibit No. 1, I believe, Mr. Keeler, through
 6 his counsel, requested permission to go in and look at
 7 the house, and Mr. Lorenzen's answer was no.
 8 Are you aware of that?
 9 A Yes.
 10 Q Did the husband set up all of the utility
 11 accounts so that you could thereafter pay the utilities
 12 in a timely manner?
 13 A No.
 14 Q Who set them up?
 15 A Me.
 16 Q Isn't there something required of the owner
 17 of the property to set up the utility accounts?
 18 A No. I was able to do it myself.
 19 (Thereupon, a two-page letter to Ricardo E.
 20 Pines from Albert G. Caruana dated 8/6/2015,
 21 was marked as Respondent's Exhibit No. 14
 22 for Identification.)
 23 Q (BY MR. CARUANA) Mrs. Suarez I show you
 24 what's been marked as Exhibit 14 for identification.
 25 Have you ever seen this document before?

1 A Yes.
 2 Q This is dated August 6, 2015. Did you ever
 3 sign this?
 4 A No.
 5 (Thereupon, the Individual Income Tax Returns
 6 for Maria F. Keeler for 2012, 2013 and 2014 were
 7 marked as Respondent's Exhibit Nos. 15, 16 and 17
 8 respectively for Identification.)
 9 Q (BY MR. CARUANA) Miss Suarez, I show you,
 10 please, what has been marked by the reporter as
 11 Exhibits 15, 16 and 17 for Identification. They
 12 purport to be your 1040 for 2012, 2013 and 2014.
 13 Could you identify these documents for the
 14 record, please?
 15 A Yes. Those are my taxes.
 16 Q Is the information contained in these tax
 17 returns accurate and complete?
 18 A To the best of my knowledge, yes.
 19 Q Were all of these prepared with the
 20 assistance of the gentleman that you earlier described,
 21 Mr. Barinas?
 22 A Yes.
 23 Q I do not see anywhere in your tax returns
 24 where you listed as alimony income to you the purge
 25 amount that Mr. Keeler paid after you were successful

1 in having him in contempt of court.
 2 Where in your tax returns did you report that
 3 income?
 4 A I report that that year.
 5 Q What year was that?
 6 A Don't remember the year. That was with Andy
 7 Leinoff.
 8 Don't remember the year.
 9 Q So you're saying that was before 2012?
 10 A I don't know.
 11 Q And in 2012 you only reported \$3,000 in
 12 alimony.
 13 A 3,000?
 14 Q Yes. How could you report only 3,000, and
 15 you did not report the interest, 12 months of interest
 16 that you received either?
 17 Why did you not report that income on your
 18 tax return?
 19 MR. LORENZEN: Object to the form. No
 20 foundation.
 21 MR. CARUANA: No foundation?
 22 MR. LORENZEN: You said she did not report
 23 interest. You're assuming that she received interest
 24 in 2012.
 25 MR. CARUANA: Oh, I see.

1 Q (BY MR. CARUANA) Did you report all your
 2 income in 2012?
 3 A Yes.
 4 Q How could the alimony be \$3,000 for the whole
 5 year?
 6 A I will need to check my notes to see if
 7 that's the year that I did not receive the child
 8 support complete, and this is my balance.
 9 Remember that my child support is
 10 non-taxable, so I only report whatever is over the
 11 child support.
 12 Q Right.
 13 A There is one year, don't remember which year,
 14 but I do remember that during more than 12 months, I
 15 received less than the child support, so that year I
 16 did not report anything. I'm not sure if ----
 17 Q Income also includes interest, not just the
 18 interest payments, but the interest that John Keeler &
 19 Co., Inc., sent you 55 percent of on the money that was
 20 under the name of John Keeler, that those checks were
 21 cut directly to you for interest.
 22 A I know that.
 23 MR. LORENZEN: Object to the form.
 24 Q (BY MR. CARUANA) Go ahead.
 25 A But during all those months, that I know that

1 it was more than a year, I only received less than the
 2 child support, nothing else. Nothing else.
 3 So maybe this is the year. I'm not sure if
 4 this is the year. But I'm guessing yes, because when I
 5 do the 2012, I'm reporting 2011 income. Yes?
 6 Q No. This is for the tax year 2012.
 7 A Um-hmm.
 8 Q Not 2011.
 9 A Yes, I think that that's what happened. This
 10 is the year that I did not have an income.
 11 Q Can you show me where you reported any
 12 interest, assuming you received any interest?
 13 MR. LORENZEN: Objection to form.
 14 THE WITNESS: I don't understand your
 15 question.
 16 MR. LORENZEN: Off the record for a second?
 17 MR. CARUANA: Yes.
 18 (Discussion held off the record.)
 19 Q (BY MR. CARUANA) I don't recall in what
 20 year the purge amount was paid. I'll go back and
 21 look at that later.
 22 A Me either.
 23 Q However, the purge amount, I believe, was in
 24 the vicinity of \$130,000.
 25 To the extent any of that was past due

1 alimony or interest, it would still be taxable to you,
 2 even though Mr. Leinoff may have applied the money to
 3 his legal fees. It's still legally income to you.
 4 So my question is, do you recall what you
 5 reported from that purge amount as income?
 6 A I did report for whatever amount I received.
 7 Q And how much did you receive?
 8 A It was around \$20,000, maybe \$21,000. That's
 9 it.
 10 Q Even if the rest were kept by Mr. Leinoff,
 11 did you recognize that as income to you to the extent
 12 it was alimony and interest?
 13 MR. LORENZEN: Object to the form of the
 14 question.
 15 THE WITNESS: No, but at that time was a
 16 payment to them, to Leinoff and the accountant.
 17 Q (BY MR. CARUANA) And you're sure you
 18 don't remember a tax lien for the year 2010?
 19 A I did receive a tax lien, but I don't have a
 20 way to identify which year. I don't remember ---
 21 Q The government will say what year it is.
 22 Like, I know about the one that Mr. Keeler is
 23 obliged to take care of under the MSA, 2007 and eight,
 24 I think.
 25 But when we did a search, we found another

1 tax lien in 2010. Do you have any memory of that?
 2 A No. I do know that the house has a tax lien,
 3 and I know that the attorney that did all the closing
 4 told me about that and gave me the amount at some
 5 point, but I don't remember seeing a document. The tax
 6 lien is for this specific year. I don't remember
 7 seeing that.
 8 Q Is part of the reason why the new home in
 9 Pinecrest was not placed in your name, because of the
 10 existence of tax liens against you?
 11 A No.
 12 MR. LORENZEN: Off the record.
 13 (Discussion held off the record.)
 14 (Thereupon, the document titled Request
 15 for Production of Documents and the response was
 16 marked as Respondent's Composite Exhibit No. 18
 17 for Identification.)
 18 Q (BY MR. CARUANA) I show you Composite
 19 Exhibit No. 18. This is a request for you to
 20 produce documents and your response attached. Don't
 21 you have a checking account?
 22 A Yes.
 23 Q You didn't produce your checking account
 24 information. Why?
 25 A I didn't have time.

1 Q You have an account at Chase?
 2 A Yes, I do.
 3 Q And aren't they available to you over the
 4 internet?
 5 A Yes, they have online.
 6 Q Online?
 7 A Online program, yes.
 8 Q And wouldn't it be a pretty simple matter for
 9 you to obtain statements from online, your online
 10 account?
 11 A I do have access online, yes.
 12 Q My question is, why didn't you simply obtain
 13 copies and produce them pursuant to the request?
 14 A I didn't have time, and I also advised my
 15 attorney that I don't think that that will need to be
 16 done.
 17 Q You said you didn't have time. This request
 18 was served on you on March 3rd. That was over 60 days
 19 ago.
 20 You didn't file a response until yesterday.
 21 So what do you mean you didn't have time from March 3rd
 22 until May 10th? You didn't have time to go to your
 23 computer and download your Chase checking account?
 24 A No.
 25 Q I'm sorry, that's not credible. You just

1 refuse to produce it; isn't that the case? You told
 2 your attorney "I'm not going to give you these."
 3 A Yes, I just said it. I just said it.
 4 Q Number two asks for your check stubs for your
 5 checking account for the last three years. You say
 6 there are none.
 7 You don't keep a check ledger? A little --
 8 shows the checks.
 9 A I don't receive the checks back.
 10 Q You don't keep a checkbook that has a copy of
 11 the checks that you write or information about the
 12 checks you write?
 13 A Yes, I have copy.
 14 Q Why did you put none, that none exists? You
 15 have no personal checkbook stubs, ledgers or canceled
 16 checks?
 17 A They're online.
 18 Q But they exist.
 19 A They exist online.
 20 Q And you just declined to get them. Is that
 21 correct?
 22 A I did not present that.
 23 Q Number three asks for checkbooks, stubs,
 24 ledgers, canceled checks and other records for checking
 25 accounts, even if the account is with you and someone

1 else, for the past three years, or you and a
 2 corporation.
 3 Are there any other accounts on which you
 4 have signatory powers?
 5 A No.
 6 Q Number 4, you say you have none?
 7 A I don't have any mortgage.
 8 Q You have no security account?
 9 A No.
 10 Q And you have filed no intangible State tax
 11 returns. Is that correct?
 12 A That's my only tax returns that I have.
 13 Q What is?
 14 A The -- all the years that I present.
 15 Q Exhibits 15, 16 and 17?
 16 A No, 2015, '14 and '13 that I brought.
 17 Q When was the last time that you had a credit
 18 card?
 19 A I think was 2013.
 20 Q Okay. In 14 we asked for applications, and
 21 you answered, well, I have one for CitiBank Advantage
 22 that you will produce, but all you produced was the
 23 rejection. Where is the application?
 24 A That I applied in 2012?
 25 Q I don't know when you applied. You produced

1 a document today that is a rejection of your
 2 application. We asked for the application. You
 3 produced a rejection of the application.
 4 I wanted you to produce the application where
 5 you list your income and you list ---
 6 A I did it over the phone.
 7 Q So there is nothing in writing?
 8 A No.
 9 Q This response doesn't say that. This
 10 response says there is one for CitiBank which will be
 11 produced -- oh, if it is found.
 12 A I brought it.
 13 Q You brought the rejection, not the
 14 application.
 15 A The application was online -- over the phone,
 16 I'm sorry.
 17 Q You don't have a will?
 18 A No.
 19 Q You did not hire any private detectives,
 20 correct?
 21 A No.
 22 Q Did your attorney hire any private
 23 detectives?
 24 MR. LORENZEN: Objection, privileged.
 25 Don't answer that question.

1 THE WITNESS: I have no idea.
 2 MR. CARUANA: The reports may be privileged,
 3 but whether you hired them or not is not privileged.
 4 How do I know to move to compel if you don't
 5 disclose whether you hired them or not?
 6 MR. LORENZEN: It is privileged until such
 7 time as they're no longer consulting professionals.
 8 Once they agree to setting and make a testimonial,
 9 we'll have to disclose them.
 10 As of this time, I instruct you not to
 11 answer.
 12 MR. CARUANA: I disagree with that.
 13 MR. LORENZEN: We can address it in Court.
 14 MR. CARUANA: Anyway, she answered that you
 15 didn't hire anybody.
 16 THE WITNESS: No. I answered I have no idea.
 17 Q (BY MR. CARUANA) Oh, I thought you said
 18 that he didn't.
 19 A I didn't. I have no idea about my attorney.
 20 Q Have you ever seen any reports?
 21 A No.
 22 Q For 24 we asked you to produce communications
 23 with Milne, and your lawyer said it's privileged.
 24 Milne sued you, and you told me you never
 25 hired Milne and you never paid him a legal fee.

1 A He's not my attorney.
 2 Q I want to know if there are any e-mails,
 3 letters or any other communications between you and
 4 Milne, and if there are, I'm going to ask they be
 5 produced, by the Judge, but you can't just avoid
 6 telling me if they exist.
 7 You're supposed to do a privilege log, which
 8 you haven't. But if none exists, we don't have to
 9 waste our time.
 10 So are there any?
 11 A No. I met him, I have a meeting with him,
 12 but I didn't send an e-mail.
 13 Q Was Mr. Lorenzen present when you met him?
 14 A I know him forever, from school, and I have a
 15 meeting with my daughter and him.
 16 Q Is that how your daughter came to hire him?
 17 A Yes.
 18 Q I'd like you to please produce the check
 19 stubs and the bank statements from Chase.
 20 MR. LORENZEN: The bank statements, to the
 21 extent that they're available online, we will produce.
 22 MR. CARUANA: Thank you. What about the
 23 check stubs?
 24 MR. LORENZEN: She indicated that she didn't
 25 have check stubs, if I heard her testimony correctly.

1 Q (BY MR. CARUANA) You know when you write a
 2 check, sometimes you put it was to John Doe, it was
 3 for a hundred dollars, and it was this date, and you
 4 keep the little stub?
 5 A I have everything online, access online.
 6 Q But you don't have a check stub that you
 7 keep, a hard copy, so you can look at your book and see
 8 who you wrote checks to?
 9 I'm asking if you have it, that's all. I
 10 want to determine if it exists.
 11 A I'll check and if I have it ---
 12 Q You don't remember if you have that or not?
 13 Do you have your checkbook here?
 14 A No.
 15 Q And you don't know whether you have stubs?
 16 A I don't know. I'll check.
 17 Q Was Maria Benitez (sic) paid by check?
 18 A Who is Maria Benitez (sic)?
 19 Q The lady who did your kitchen and bathrooms
 20 and the three kids' rooms. Your friend.
 21 A Probably. I don't know. I don't know.
 22 Q Do you have a checking account at Chase?
 23 A Yes, that's my bank.
 24 Q Does it end in 2329 as the last four numbers
 25 of the account?

1 A I'm not sure about the last numbers.
 2 Q Didn't you say Maria Benitez (sic) was the
 3 lady ---
 4 A No, Venegas.
 5 Q How do you say it?
 6 A V-e-n-e-g-a-s.
 7 Q Who is Margarita Wonderfoo? Like "wonder"
 8 f-o-o?
 9 A I have no idea.
 10 Q Why were you in Needham, Massachusetts?
 11 A When I took my daughter.
 12 Do you mind if I go to the restroom one
 13 second?
 14 MR. CARUANA: Of course. I'm almost done.
 15 (Thereupon, a brief recess was taken.)
 16 MR. CARUANA: I pass the witness.
 17 CROSS EXAMINATION
 18 BY MR. LORENZEN:
 19 Q Just a couple questions to clean some things
 20 up.
 21 You were asked all sorts of questions at the
 22 beginning of this deposition about whether you received
 23 any notices from any lenders with respect to the house
 24 where you're living. Do you remember those questions?
 25 Do you remember being asked some of those

1 questions by Mr. Caruana?
 2 A A communication from the bank?
 3 Q Yes. Do you remember Mr. Caruana asking you
 4 about that?
 5 A Yes.
 6 Q You did not enter into any contracts with the
 7 bank with respect to your house where you're living
 8 now, correct?
 9 MR. CARUANA: Objection, leading.
 10 Q (BY MR. LORENZEN) Cross.
 11 You may answer.
 12 MR. CARUANA: Object to the form.
 13 THE WITNESS: No, I didn't.
 14 Q (BY MR. LORENZEN) The house that you're
 15 living in currently, do you consider that to be a
 16 house that you own?
 17 A No.
 18 Q Who owns that house?
 19 A Mr. Keeler.
 20 Q Who negotiated to acquire that house?
 21 A Mr. Keeler.
 22 Q With respect to you living in that house, who
 23 negotiated that part of it?
 24 I'll rephrase it. Is the deal that that
 25 house was acquired, something that was worked out

1 between Mr. Keeler and your children?
 2 A Correct.
 3 Q And the repairs or improvements or
 4 renovations, whatever it was that was done, those were
 5 done by your children?
 6 A Yes.
 7 Q Do you know either way whether your children
 8 informed Mr. Keeler about those reservations?
 9 A No, they did not.
 10 Q You were asked if Mr. Keeler was helpful with
 11 John, Jr., in the hospital recently. Do you remember
 12 that question?
 13 A Yes.
 14 Q The past year, how many nights has John, Jr.,
 15 spent with Mr. Keeler, overnight?
 16 A For the last year?
 17 Q In the last year.
 18 A That I do remember, one weekend.
 19 Q Does Mr. Keeler basically leave caring for
 20 John, Jr., up to you almost 100 percent?
 21 MR. CARUANA: Object to the form.
 22 THE WITNESS: Since, I believe 2012, Mr.
 23 Keeler sent an e-mail to the parenting coordinator,
 24 guardian ad litem, and to me saying that he voluntarily
 25 was canceling all overnight visitation and everything,

1 and the children sleep basically 99.9 percent time with
 2 me.
 3 Q That was 2012 you said?
 4 A For many years. That happened, I believe,
 5 since 2012.
 6 Q And that's for all three children?
 7 A All three children.
 8 Q Now, you were asked about your Financial
 9 Affidavit. In your financial affidavit, and that's
 10 Exhibit 11, does that Affidavit show how you lived
 11 during the marriage?
 12 A No.
 13 Q Does that affidavit show how you're
 14 struggling to get by with the limited amount of money
 15 you have?
 16 MR. CARUANA: Object to the form.
 17 THE WITNESS: I did this based not on what we
 18 need, I did it based on how I distribute the \$5,000
 19 that I receive, not really what we need.
 20 Q (BY MR. LORENZEN) Now, Mr. Keeler was
 21 supposed to be paying you \$35,000 a month in
 22 alimony?
 23 MR. CARUANA: Object to the form.
 24 THE WITNESS: The first five years, 35,000.
 25 Q (BY MR. LORENZEN) And he was also

1 supposed to give you \$20,000 in interest a month?
 2 A Correct.
 3 Q So he agreed to pay you \$55,000 a month?
 4 A Yes.
 5 Q Instead he pays you \$5,000 a month,
 6 approximately?
 7 A Not even.
 8 Q You were asked about this Composite Exhibit
 9 10, which I'll put the copy in front of you.
 10 Now, you said you never saw those checks. Is
 11 that correct?
 12 A That's correct.
 13 MR. CARUANA: Wait a minute. Just a minute.
 14 MR. LORENZEN: Of course.
 15 Mr. Caruana, I'll give you my copy and I will
 16 give her this one.
 17 MR. CARUANA: How could you say this? These
 18 checks are made out to Maria F. Keeler.
 19 MR. LORENZEN: That's what I'm doing, thank
 20 you.
 21 Q (BY MR. LORENZEN) The second page of
 22 Composite Exhibit 10 has deposit slips. Did you
 23 make those deposits?
 24 A No.
 25 Q Who made those deposits?

1 MR. CARUANA: Into her account.
 2 Q (BY MR. LORENZEN) Who made those deposits?
 3 A I guess either Mr. Keeler or his assistant.
 4 I'm guessing.
 5 Q Okay. So you never saw a check that had the
 6 word "alimony" written on it.
 7 A No.
 8 MR. CARUANA: Object to the form. Move to
 9 strike.
 10 A check to "Maria F. Keeler, alimony" is the
 11 first check in the pile.
 12 Q (BY MR. LORENZEN) Yes. And was this
 13 first check, check number 2400, that Mr. Caruana is
 14 referring to, was that ever handed to you?
 15 A No, these checks were deposited. I never
 16 have the actual check, never.
 17 Q So this check, number 2400, drawn on January
 18 6, 2009, was written by either Mr. Keeler or his
 19 assistant, and deposited by Mr. Keeler or his assistant
 20 directly into your account without you ever seeing the
 21 check.
 22 A That is correct.
 23 Q And so the allocation between alimony and
 24 interest on all of these checks, the child support, is
 25 not something that you ever knew about or approved.

1 MR. CARUANA: Object to the form. These were
 2 deposited in her account. She gets account information
 3 from her bank. This is just crazy.
 4 Q (BY MR. LORENZEN) The allocation between
 5 alimony and interest is something that you did not
 6 agree to or you weren't even told about, correct?
 7 MR. CARUANA: Objection, leading.
 8 Q (BY MR. LORENZEN) Cross examination.
 9 A I don't understand your question.
 10 Q You never saw that this \$22,000 check was
 11 supposedly for alimony, correct?
 12 MR. CARUANA: Object to the form.
 13 THE WITNESS: No.
 14 Q (BY MR. LORENZEN) And on January 9, 2006,
 15 Mr. Keeler was supposed to give you 35,000 for
 16 alimony, correct?
 17 MR. CARUANA: Object to the form.
 18 THE WITNESS: That is correct.
 19 MR. CARUANA: No amount was required in 2006.
 20 Q (BY MR. LORENZEN) 2009. January 6, 2009,
 21 Mr. Keeler was supposed to give you \$35,000 in
 22 alimony, correct?
 23 A Yes.
 24 Q What you knew from your bank was the total
 25 amount that was deposited, correct?

1 A Yes. I never saw any check during all those
 2 years.
 3 Q The last page of this Composite Exhibit --
 4 I'm sorry, the next-to-last page of this Composite
 5 Exhibit 10 appears to be an e-mail from a Josefina
 6 Bracho.
 7 Who was that e-mail from Miss Bracho sent to?
 8 A John Keeler.
 9 Q Was it ever sent to you?
 10 A No, not that I remember. I don't see my
 11 e-mail address here.
 12 Q And so when this purports to say what was
 13 paid and the allocation between alimony, interest and
 14 child support, did you have any knowledge of that
 15 claimed allocation between those different
 16 sub-categories?
 17 A No.
 18 Q On the next page there is a spreadsheet about
 19 payments allegedly made in the year 2009. Do you see
 20 that?
 21 A Yes.
 22 Q Have you ever seen that document before?
 23 A No.
 24 Q And it says it was prepared by Josefina
 25 Bracho on May 5, 2016 --

1 A Correct.
 2 Q (Continuing) -- at 11:41 p.m.
 3 So this was just prepared a couple days ago.
 4 A Yes.
 5 Q And it was never produced to you prior to
 6 this deposition.
 7 A No. Actually, never.
 8 Q Do you prepare your own taxes?
 9 A Yes.
 10 Q You prepare your own tax returns, or you have
 11 someone else do them for you?
 12 A I take all my documentation, I add all the
 13 numbers, and this person files the taxes.
 14 Q So you provide the necessary information and
 15 you rely upon somebody else to prepare the actual
 16 document.
 17 MR. CARUANA: Object to the form.
 18 Summarization of the witness' testimony.
 19 MR. LORENZEN: Mr. Caruana, if you keep
 20 objecting to the form, we're going to be here all day.
 21 MR. CARUANA: That's right. I learned from
 22 you. You did it all throughout my Direct.
 23 Q (BY MR. LORENZEN) Now, it was suggested
 24 --- To your knowledge, have you always actively
 25 filed your taxes?

1 MR. CARUANA: Object to the form of the
 2 question.
 3 THE WITNESS: Every year.
 4 Q (BY MR. LORENZEN) If it turns out that
 5 there was an error with your tax filer, would you
 6 file an amended tax return?
 7 MR. CARUANA: Objection, speculative and
 8 conjectural.
 9 THE WITNESS: Yes. Actually one year I did
 10 file an amendment.
 11 Q (BY MR. LORENZEN) Mr. Caruana asked if
 12 there was a tax lien from 2010, and you indicated
 13 that you weren't aware of it.
 14 A No.
 15 Q I will represent to you that I have, while he
 16 was asking the questions, looked it up on my phone, and
 17 it appears that there is an \$84,000 tax lien from 2010.
 18 Before me telling you that, did you have
 19 knowledge about that?
 20 A No.
 21 Q There is also apparently a tax lien from 2011
 22 for \$9,000-and-change.
 23 Before me telling you that just now, did you
 24 have any knowledge of that?
 25 A No.

1 Q Before you moved into the house, where you're
 2 living now, immediately before that, where were you
 3 living?
 4 A My sister's apartment.
 5 Q Were you able to continue to live there?
 6 A You mean if I didn't receive the house?
 7 Q Yes.
 8 A No.
 9 Q How big is your sister's apartment?
 10 A Three bedrooms.
 11 Q Were your children living there too?
 12 A They don't live in Miami.
 13 Q Your children?
 14 A Oh, my children, yes.
 15 Q And were you living in that apartment -- let
 16 me reword that question.
 17 You used to live in a house on Mar Street or
 18 avenue, correct?
 19 A Correct.
 20 Q And that was a very nice luxury house.
 21 MR. CARUANA: Object to the form.
 22 THE WITNESS: Yes.
 23 Q (BY MR. LORENZEN) Was it on the water?
 24 A It was on the water.
 25 Q And that house was sold as part of a short

1 sale?
 2 A Yes.
 3 Q And when you moved from that house, did you
 4 immediately move into your sister's apartment?
 5 A Yes.
 6 Q And were you able to stay in your sister's
 7 apartment from the date of the short sale until you
 8 moved into the house?
 9 A Yes.
 10 Q Were you at risk of being homeless, however?
 11 MR. CARUANA: Object to the form.
 12 THE WITNESS: Yes.
 13 Q (BY MR. LORENZEN) Why?
 14 A Well, because at some point I was not able to
 15 stay in that apartment.
 16 Q Did your sister want to have her apartment
 17 back?
 18 A They were coming for summer vacation.
 19 Q Does John, Jr., have expenses that the Trust
 20 does not pay for, such as food?
 21 A I pay for his food.
 22 Q Do you pay for other expenses for John, Jr.?
 23 MR. CARUANA: Object to the form.
 24 Q Besides food.
 25 A Can I answer this my way?

1 Q Yes.

2 A Okay. What I have been doing is, with the

3 income that I have, organized my life based on that

4 income. That doesn't mean that we don't need things.

5 We need it but we don't have the money.

6 Q Describe for Mr. Caruana John, Jr.'s

7 disability so he has an understanding of how functional

8 John, Jr. is.

9 A He has Williams Syndrome. His heart

10 condition is typical of Williams Syndrome. He is

11 mentally delayed. He doesn't read, he doesn't write.

12 You have to know him in order to understand what he's

13 saying. He needs assistance with everything.

14 Even the dentist, on Monday, told me that I'm

15 the one that needs to brush his teeth.

16 When he goes to the bathroom, I need to be

17 with him, because otherwise he doesn't clean himself

18 well. He cannot be alone. He won't be independent.

19 He doesn't drive.

20 Q Realistically, do you expect John, Jr. ever

21 to be able to hold a regular job?

22 A No.

23 Q Realistically, does John, Jr. need a care-

24 giver around him 24 hours a day, seven days a week?

25 A A hundred percent.

1 Q Would you like to be able to hire a caregiver

2 to be around John, Jr., so you could have some time to

3 do something?

4 A Yes.

5 Q Do you have the ability to go out on a date

6 or go out drinking with girlfriends or anything else?

7 A No.

8 Q Why not?

9 A I don't have nobody to take care of him.

10 Q Do you have the money to hire a caregiver?

11 A No.

12 Q Does John, Jr. get all of the treatments that

13 are recommended for him?

14 A He's just playing sports until the day that

15 he got the arrhythmia. He's not getting any therapy

16 or -- he's not getting any therapy.

17 Q Is he getting occupational therapy?

18 A No.

19 Q Does he get any physical therapy?

20 A No.

21 Q Does he get any psychotherapy?

22 A A what?

23 Q Psychotherapy from a psychologist?

24 A Oh, no.

25 Q Are any of those sorts of therapies

1 recommended for John, Jr.?

2 MR. CARUANA: Object to the form. No

3 foundation.

4 THE WITNESS: They always help.

5 Q (BY MR. LORENZEN) Your oldest daughter,

6 Andrea, is she in college currently?

7 A Yes.

8 Q Where?

9 A Babson College.

10 Q Has her tuition been paid for the semester?

11 A I have no idea.

12 Q Did Mr. Keeler threaten to not pay her

13 tuition unless she dropped certain pending claims that

14 she had?

15 A Yes. He sent an e-mail to her saying that.

16 MR. CARUANA: I'm going to move to strike all

17 this. There is another lawsuit that this is relevant

18 to, not this one.

19 She is over 18. He has no obligation to pay

20 any of these things, and you're getting into other

21 areas that are not germane to the issues before this

22 Court.

23 Q (BY MR. LORENZEN) Has Mr. Keeler filed to

24 evict you and the kids from the house where you're

25 living?

1 A Yes.

2 MR. LORENZEN: No further questions.

3 REDIRECT EXAMINATION

4 BY MR. CARUANA:

5 Q Have you ever been homeless?

6 A No.

7 Q You said you filed an amended tax return.

8 What year did you file an amended tax return?

9 A Don't remember.

10 Q Was it 2011, '12, '13 or '14?

11 A Don't remember.

12 Q How could you testify you filed an amended

13 tax return and then tell me you don't remember anything

14 about it?

15 A Mr. Caruana, I don't want to give you a wrong

16 year. I do remember that we made something wrong and I

17 made an amendment. I do remember doing that.

18 Q "We made something wrong." Who are you

19 referring to, you and John Keeler, or you and your

20 accountant?

21 A Me and my accountant.

22 Q So this was since the divorce.

23 A After the divorce.

24 Q Yes, since the divorce, after the divorce.

25 A Yes.

1 Q You filed an amended return but you don't
2 recall what year it was.

3 A No.

4 Q Today we saw returns for '14, '13 and '12.
5 None of those appear to be amended returns. The
6 exhibits, you have them in front of you.

7 Are any of those the years that you
8 subsequently amended?

9 MR. LORENZEN: I will represent to you, Mr.
10 Caruana, if it turns out that one of those three years
11 was amended, not only will we voluntarily provide you
12 with the amended tax return, but we will allow you to
13 re-ask questions with respect to the amendment. There
14 was no intention ---

15 THE WITNESS: Maybe they did not proceed with
16 the amendment. I know that what happened is the
17 following: It was the property taxes of the Gables by
18 the Sea that I was not able to put it, because I was
19 not paying the property taxes. So the amendment has to
20 do with the property taxes of the house. So maybe they
21 did not proceed with that.

22 The house was in foreclosure, and I was not
23 paying property taxes. So I was not able to put it on
24 my tax return.

25 Q (BY MR. CARUANA) So you did put it on

1 there are tax liens against you for four years, some of
2 which are Mr. Keeler's duty to pay under the MSA, and
3 some of which are your duty to pay, could you currently
4 have title to the home in Pinecrest?

5 A That was never the plan, that the title was
6 under my name.

7 Q It was going to be the plan that at some
8 future time when you were able to receive title, it was
9 going to be conveyed to you; isn't that correct?

10 A No. I mentioned to you before that the kids
11 were dealing this with the father. I was out of this.

12 MR. CARUANA: Well, let me see the letter
13 agreement, Dirk, that she identified, dated August --
14 the letter to Ricardo Pines.

15 MR. LORENZEN: Number 14, I believe.

16 Q (BY MR. CARUANA) Do you remember Exhibit
17 14?

18 "The house recently purchased where your
19 client and the children reside, shall, at the
20 appropriate time, be conveyed to the Trust, The
21 Children's Trust."

22 Do you recall that?

23 A Yes. But not me.

24 Q And is the reason it can't be conveyed to you
25 is because you have tax liens for four years that are

1 your tax return, and then you should have amended it
2 to take it off. Is that what you're saying?

3 A It's something like that, yes. I know that I
4 have ---

5 Q But you can't recall what year it was or
6 which of these ---

7 A No. No.

8 Q Mr. Lorenzen asked you about tax liens for
9 2010 and 2009. Neither of those are the responsibility
10 of Mr. Keeler under the MSA, correct?

11 A No.

12 Q Correct?

13 A Correct.

14 Q And you didn't know about these liens until I
15 asked you -- until Mr. Lorenzen told you?

16 A No. I know that I do have a huge balance
17 with them, but I didn't know that they were, like,
18 separate by year, no.

19 Q And I ask you again, could you right now have
20 title to the Pinecrest home considering these tax
21 liens, both the one Mr. Keeler is responsible to pay
22 and the ones you are responsible to pay for post-
23 divorce tax liens?

24 A Could you repeat again?

25 Q Yes. As you sit here today, considering that

1 still unpaid?

2 A That's not the reason. You just said it. It
3 will transfer to the Trust. I have nothing to do with
4 that.

5 Q It wasn't transferred to the Trust. That was
6 the proposal.

7 A Okay. You just said it. It's a proposal,
8 and it's the Trust, not me.

9 Q So you never responded to Exhibit 14, did
10 you? You never said, "I will accept, except I want the
11 house titled in my name."

12 You never responded to it in any form or
13 fashion, did you?

14 A I respond to Mr. Pines.

15 Q Well, did he carry forward your proposal as a
16 counter-proposal? Did he send it to Mr. Keeler's
17 attorneys, "This is our counter proposal"?

18 A I don't know. I cannot control what Mr.
19 Pines sent to you.

20 Q Did you make a counter-proposal or did you
21 simply say "I reject"?

22 MR. LORENZEN: Object to the extent whatever
23 you told Mr. Pines is privileged, so don't say what you
24 told Mr. Pines.

25 Q (BY MR. CARUANA) Did you ever make a

1 counter-proposal to Exhibit 14?
 2 A Written proposal?
 3 Q Yes, to the person who made you the offer.
 4 Did you ever make a counter-proposal to Exhibit 14?
 5 A I just talked to my attorney by them.
 6 Q Did you ever communicate a counter-proposal
 7 to Exhibit 14 to Mr. Keeler or any of his agents?
 8 A Mr. Caruana, Mr. Keeler ---
 9 Q "Yes" or "no"?
 10 A When there is attorneys involved, he won't
 11 communicate with me. I only communicate with my
 12 attorney, and I don't have control ---
 13 Q Did your attorney ever communicate a counter-
 14 proposal on your behalf to Exhibit 14?
 15 A You should ask Mr. Pines, not me.
 16 Q "Yes" or "no"?
 17 A I don't know.
 18 Q The answer is no, he didn't. I didn't get
 19 one.
 20 A If you're saying that, don't ask me
 21 because ---
 22 Q So why don't you answer it?
 23 A Because I don't know.
 24 MR. LORENZEN: Because she doesn't know.
 25 Q (BY MR. CARUANA) Well, you would receive

1 a copy, wouldn't you?
 2 A No.
 3 Q So your lawyer just does things without you
 4 ever knowing.
 5 A About two hours ago I told you that Mr. Pines
 6 received a proposal from you and your client, and he
 7 didn't want to share these thoughts with me because he
 8 thought that it was unfair. I communicate when I
 9 received that email.
 10 Q Don't tell me unfair, because you're waiving
 11 the privilege. You can't give a little information and
 12 then not answer.
 13 I asked you whether you ever saw Exhibit 14
 14 and you said yes.
 15 A Yes.
 16 Q But you never signed it.
 17 A I did not.
 18 Q Now, my question is pretty simple. Did your
 19 lawyer or anyone on your behalf ever communicate a
 20 counter-proposal to Exhibit 14 in writing to Mr. Keeler
 21 or his lawyer?
 22 A I have no idea.
 23 Q Did you ever authorize a counter-proposal?
 24 A No.
 25 MR. LORENZEN: Mr. Caruana, I believe Exhibit

1 14 and the one below it is my copy, if I'm not
 2 mistaken.
 3 Thank you.
 4 Q (BY MR. CARUANA) Did you say your sister
 5 is gone almost all the year?
 6 A Yes.
 7 Q Well, who lives in Grovenor House when she's
 8 not here?
 9 A Nobody.
 10 Q What is your age?
 11 A 49.
 12 Q And how is your health?
 13 A It's not good.
 14 Q What's wrong?
 15 MR. LORENZEN: Objection on the grounds of
 16 relevance and medical privilege, Albert. Unless you
 17 have proper relevance, I would suggest that she doesn't
 18 have to answer.
 19 MR. CARUANA: Well, you can't instruct her
 20 not to answer on relevance, and you elicited testimony
 21 during cross examination that she is living, I think
 22 the word you used was she was struggling. "How are you
 23 living?" So I'm pursuing your cross examination.
 24 MR. LORENZEN: My question related to her
 25 financial struggle, Albert, not as to her health

1 struggles.
 2 Q (BY MR. CARUANA) What is wrong with you,
 3 ma'am?
 4 MR. LORENZEN: Albert, she has a right to
 5 medical privacy. Unless you can properly --- Alimony
 6 is not modifiable.
 7 Unless you can give me some reason why her
 8 medical history is relevant, she has a right to medical
 9 privacy and ---
 10 MR. CARUANA: I don't agree with you. You
 11 shouldn't have asked her how she's struggling then.
 12 Q (BY MR. CARUANA) Why aren't you working?
 13 MR. LORENZEN: Albert, she has no duty to
 14 work. She's got permanent non-modifiable alimony.
 15 It is not relevant for any of those
 16 proceedings that are before you today.
 17 Q (BY MR. CARUANA) Does your health allow
 18 you to work, ma'am?
 19 MR. LORENZEN: Irrelevant. Now you're
 20 badgering her. The witness is crying.
 21 THE WITNESS: No, I don't feel that I can
 22 work.
 23 Q (BY MR. CARUANA) Why not?
 24 MR. LORENZEN: You don't have to answer ---
 25 Q (BY MR. CARUANA) Why do you feel you

1 can't work?
 2 MR. LORENZEN: Albert, certify the question.
 3 Don't answer.
 4 MR. CARUANA: The Judge asked her in Court.
 5 If the Judge can ask her, I can certainly ask her. You
 6 were there. I'm not making this up.
 7 Q (BY MR. CARUANA) Why are you not working?
 8 MR. LORENZEN: You don't have to answer the
 9 question unless you want to.
 10 THE WITNESS: I'm not going to answer.
 11 MR. LORENZEN: I'll take the risk on that
 12 one.
 13 Q (BY MR. CARUANA) Do you have some life-
 14 threatening disease?
 15 MR. LORENZEN: Albert, you're really being
 16 harassing. The woman is here crying and you're abusing
 17 her.
 18 MR. CARUANA: I don't think so, Mr. Lorenzen.
 19 You brought out how she is struggling and how they
 20 don't live --- She's got a Mercedes Benz and lives in a
 21 million dollar house; she doesn't work, and she gets
 22 \$5,000 a month for staying home.
 23 Now, if she has a legitimate health problem,
 24 I won't pursue the details, and I won't ask her more
 25 questions about working.

1 But if Judge Bernstein can ask her why she's
 2 not working, I can certainly ask her ---
 3 MR. LORENZEN: Can you give me one proffer on
 4 how it's reasonably calculated to lead to the discovery
 5 of admissible evidence ---
 6 MR. CARUANA: Because if somebody is
 7 struggling, and they have a Mercedes Benz car and a
 8 million dollar home, and they don't work, that leads to
 9 one conclusion.
 10 If she is sick and can't work, I certainly
 11 wouldn't pursue that argument.
 12 MR. LORENZEN: It is non-modifiable alimony,
 13 so tell me how is it relevant to a matter that is
 14 framed by the pleadings.
 15 How is it reasonably calculated to lead to
 16 the discovery of admissible evidence? If it was
 17 modifiable alimony, you've got a right to ask it.
 18 If it's non-modifiable ---
 19 MR. CARUANA: Why do you bring out the fact
 20 that the poor thing is struggling and only lives in a
 21 million dollar house when she used to live in a better
 22 house; she only has a Porsche and a Mercedes at her
 23 disposal -- excuse me, two Mercedes at her disposal,
 24 and a free \$5,000 a month that she just sits back and
 25 collects.

1 Yes, I think I can ask if she is able to
 2 work. Very simple.
 3 Are you able to work?
 4 MR. LORENZEN: She answered that already.
 5 She said no.
 6 Q (BY MR. CARUANA) Why are you not able to
 7 work?
 8 A Well, first of all, don't say that I have
 9 three cars available, because one car is under John
 10 Keeler's name; he kept the second key, and he has been
 11 threatening me and the kids that any day we can wake up
 12 and the car is not there.
 13 Q How long have you had this Mercedes?
 14 MR. LORENZEN: Let her finish answering.
 15 THE WITNESS: Just because my sister and her
 16 husband has two cars -- and yes, sometimes I ask for
 17 the cars.
 18 I have my mom here. She is walk with a
 19 walker, and sometimes I ask for the car to be more
 20 comfortable with my mom and my kids. That doesn't mean
 21 that I do have cars.
 22 And yes, I'm living in a house that is a
 23 million dollars, but it's a house that he's kicking me
 24 out of the house, okay? He sent an e-mail that he
 25 cannot take the kids and live with them. So why are

1 you talking like the house, the cars -- I have nothing.
 2 I have nothing.
 3 Four people cannot live with a \$5,000 per
 4 month -- cannot. And yes, I'm struggling. I don't do
 5 anything without having my son next to me, and that's
 6 not fair. It's not fair for him; it's not fair for me
 7 either.
 8 And yes, I feel bad. I don't sleep, I have
 9 depressed, and I need to check for cancer.
 10 Q Does John, Jr, attend a special school?
 11 A You know exactly what cancer is? I have tests
 12 next week. I don't have insurance. And they have to
 13 tell me if I don't have cancer.
 14 Q Why in the world didn't you agree to a credit
 15 so you would have ---
 16 MR. LORENZEN: Why didn't you pay the
 17 insurance like we told you to? Your client is the one
 18 that decided to cancel ---
 19 MR. CARUANA: It's your fault, Dirk Lorenzen.
 20 You could have agreed to a credit and you didn't.
 21 MR. LORENZEN: Albert, it's your fault. You
 22 wanted to extort --just like you tried to extort a
 23 novation. You tried to extort a novation.
 24 You tried to extort a concession from my
 25 client. You're trying to get her to negotiate against

1 herself, is what you're trying to get her to do.
 2 She's entitled to over \$9 million, and you're
 3 trying to get her to accept somewhere in the ballpark
 4 of three.
 5 MR. CARUANA: She could be entitled to a
 6 hundred million, doesn't mean she's going to receive
 7 it. You have to be realistic in this life, Dirk. She
 8 could be entitled to two hundred million. Does it mean
 9 she's going to collect it? I don't think so.
 10 MR. LORENZEN: We'll see.
 11 MR. CARUANA: So you have incurred \$125,000
 12 in legal fees chasing after something you know is not
 13 there. What does that say?
 14 MR. LORENZEN: Not true. I'm glad you're
 15 capable of reading my mind when you say what I know.
 16 Because I know things you apparently don't know.
 17 MR. CARUANA: Maybe you do. So far you
 18 haven't shown anything that I didn't know. You claim
 19 in Court to the Judge --- I don't want to do this.
 20 Let's not do this.
 21 MR. LORENZEN: Okay.
 22 Q (BY MR. CARUANA) Has there ever been ---
 23 A And the insurance, it couldn't be deducted,
 24 because that's part of the income deduction, 55
 25 percent.

1 MR. LORENZEN: Of all his benefits.
 2 THE WITNESS: And I'm not getting the income
 3 deduction order.
 4 Q (BY MR. CARUANA) So you don't agree to a
 5 credit for insurance that he pays for.
 6 A I do agree to receive 55 percent of John
 7 Keeler's income and benefits, and my health insurance
 8 as part of that income deduction order. That shouldn't
 9 be deducted.
 10 Q No it isn't.
 11 A Do you have the list of John Keeler's
 12 benefits and advance and salary?
 13 Do you? Are you sure that your client and
 14 his company is making the income deduction order the
 15 right amount?
 16 MR. CARUANA: All I know is the Judge decided
 17 that order. There were a lot of arguments in Court.
 18 He signed an order, no appeal was taken, no motion to
 19 vacate was ever taken within one year after that order.
 20 And this is --- so you're bringing up old
 21 things that have been resolved, as far as I can see.
 22 MR. LORENZEN: You see, the violation of the
 23 income deduction order is why we're seeking to have Mr.
 24 Keeler, and anybody that conspired with him to violate
 25 that income deduction order, incarcerated for criminal

1 contempt.
 2 MR. CARUANA: What good is it going to do you
 3 to put people in jail? So you can struggle more?
 4 MR. LORENZEN: Because Mr. Keeler comes up
 5 with the money every time when he's thrown in jail.
 6 That's ---
 7 MR. CARUANA: Okay. You see if he comes up
 8 with \$9 million, okay, Dirk? Good luck to you.
 9 MR. LORENZEN: Mr. Keeler finds the money
 10 when he's thrown in jail.
 11 MR. CARUANA: Yeah, we'll see.
 12 MR. LORENZEN: Finish your questioning.
 13 Q (BY MR. CARUANA) Has the Mercedes Benz
 14 ever been taken away by Mr. Keeler?
 15 A No, but you have to listen to this. Our son
 16 misplaced the car key, and for a month, one month, I
 17 was not able to drive the car, because Mr. Keeler
 18 didn't want me to use his second car key that he had.
 19 As of now ---
 20 Q Does John, Jr. ---
 21 A As of now, the car is still there, and I'm
 22 driving the car today.
 23 Q Does John, Jr. attend school?
 24 A He has five weeks that he's not attending
 25 school.

1 Q Does he ever attend school?
 2 A When he feels good, yes.
 3 Q What school does he attend? You gave me the
 4 name.
 5 A The Learning Experience School.
 6 Q What are the hours of the school he attends?
 7 A From 9:00 to 2:30.
 8 Q From 9:00 a.m. to 2:30 p.m. And can he go to
 9 that school every single day during the week?
 10 A Yes.
 11 Q Not on the weekends.
 12 A Not on the weekends.
 13 Q Just every day during the week.
 14 A Yes.
 15 Q When he feels up to it and he's not sick.
 16 A Yes.
 17 Q So from 9:00 a.m. to 2:30 you get some
 18 relief; is that correct, in terms of having to be a
 19 hundred percent of your time with John, Jr.?
 20 A Yes, I'm with him -- without him.
 21 Q Now, is there no one else that assists you at
 22 home in his care, such as your daughters or any other
 23 relatives?
 24 A That's not their responsibility, my
 25 daughters' responsibilities.

1 Q Is there anyone who assists you, is my
 2 question?
 3 A No.
 4 Q Are there programs available by the State of
 5 Florida to assist children in this unfortunate
 6 condition?
 7 A Barely.
 8 Q Has Mr. Keeler requested that you join with
 9 him in seeking State assistance for John?
 10 A I don't know. What do you mean with that?
 11 Q Has Mr. Keeler ever requested that you seek
 12 State care for John, Jr.?
 13 A He mentioned once to apply for Social
 14 Security for John, Jr.
 15 Q Did you apply for those benefits?
 16 A He's not eligible.
 17 Q Well, how did you determine he wasn't
 18 eligible?
 19 A Because I went to the Social Security at Blue
 20 Lagoon, present his income. They said that he cannot
 21 receive anything.
 22 Q Well, is there any other State funded program
 23 that makes services available that someone like John,
 24 Jr. could participate in?
 25 MR. LORENZEN: Objection to form. Foundation.

1 You may answer.
 2 THE WITNESS: You mean activities?
 3 Q (BY MR. CARUANA) Any kind of program.
 4 Have you investigated what is available for children
 5 who have learning disabilities and autism or
 6 Williams Syndrome?
 7 A There are a few programs.
 8 Q Have you ever told Mr. Keeler that you refuse
 9 to consider any of those programs?
 10 A There are programs that John cannot attend.
 11 Q Ma'am, my question is, have you ever told Mr.
 12 Keeler that you would not agree to any such programs
 13 for John, Jr, because you prefer taking care of him
 14 yourself?
 15 A I don't remember. But I can tell you that me
 16 having my son living independent with four other people
 17 and being taken care of by a stranger, I do prefer to
 18 take care of my son.
 19 Q I thought I heard you say that he plays
 20 sports. Did I hear that wrong?
 21 A Yes.
 22 Q I did hear it wrong.
 23 A No, you heard that right.
 24 Q I'm sorry, what sports does he play?
 25 A Tennis.

1 Q Any others?
 2 A At the school, like P.E., they play
 3 basketball, they play soccer.
 4 Q Is he physically able to participate in those
 5 activities?
 6 A Not right now.
 7 Q Well, I know now he has the heart condition.
 8 Was he participating before?
 9 A Yes.
 10 Q Before the diagnosis?
 11 A Yes.
 12 Q What therapy, specifically, do you believe he
 13 should be having that he's not receiving right now?
 14 A Behavior therapist.
 15 Q Behavioral?
 16 A Yes.
 17 Q Do you have someone in mind to provide the
 18 therapy?
 19 A No.
 20 Q Have you ever discussed with the father
 21 whether John could benefit from this behavioral
 22 therapy?
 23 A Long time ago.
 24 Q And what did he say?
 25 A I don't remember what he said about that.

1 Q When is the last time that you had any
 2 discussions about behavioral therapy for John, Jr. with
 3 Mr. Keeler?
 4 A Don't remember when we talk about that.
 5 Q I'm only trying to determine whether there is
 6 any disputes between you as to some sort of therapy
 7 that you believe John should be receiving right now
 8 that Mr. Keeler isn't in agreement with you on.
 9 It sounded like when Mr. Lorenzen was asking
 10 you, that oh, yes, we have all this need for therapy,
 11 but he's not receiving it, as though the father were
 12 objecting.
 13 Have you, in the last 12 months, suggested
 14 any therapy for John, Jr. that the father refuses to
 15 cooperate with you relative to?
 16 A Not really. I haven't suggested anything for
 17 many, many months, because I know that according to
 18 him, there is no money. So now I don't suggest. I
 19 just don't get the service.
 20 Q But John has insurance, John, Jr.
 21 A Yes.
 22 Q Are there some things for which insurance
 23 would pay?
 24 A I'm not sure about that. We just received
 25 about \$3,000 co-payments, so everything is a lot of

1 money.

2 Q What about State services for some therapy,

3 have you investigated the availability of State

4 services for behavioral therapy or other therapies for

5 John, Jr.?

6 A Yes, but unfortunately, a lot of those free

7 services, people -- even the school tell the parents,

8 the people stay ten years, 15 years on waiting lists to

9 get those service.

10 And unfortunately, because the kid has a

11 Trust, we never put John, when he was little, in those

12 services. For example, people, kids at John's school,

13 they put him in a public school for a year, even though

14 they attend another school. But they put in the

15 system, public system one year, and all the high

16 school, the government pay to them half of the tuition

17 of the special needs school. We never ---

18 Q John was put in ---

19 A We never put John. We never did that.

20 Q I got confused. Are you talking about John,

21 Jr. being put in a public school?

22 A Yes. You were asking me if we request

23 services.

24 Q Right.

25 A And I'm telling you that it was a mistake

1 from John and I, that because the kid has money in a

2 Trust, we never put John, Jr. on the waiting list of

3 those services the last ten, 12 years, I don't know how

4 many decades, to start getting the service.

5 And I just gave you the example that John's

6 friends from school, at the Learning Experience School,

7 when they were little, they put the kids in a public

8 system, public school, for one year. And if you do

9 that, for the rest of high school, seven, eight more

10 years, the government pay for half of the tuition of

11 the private school.

12 And John is --- I think it's only three kids

13 that are paying full tuition at the school, and one of

14 those three kids is John, Jr., because we never put him

15 in the public system.

16 Q And the tuition has always been paid.

17 A Yes. As of today, it always has been paid.

18 Q In John, Jr.'s Trust, do you know what the

19 corpus is, how much money is available for his future?

20 A I have no idea. It looks to me like too

21 little or nothing. I don't know.

22 MR. CARUANA: Thank you.

23 MR. LORENZEN: Madam Reporter, I actually

24 checked that we have all the exhibits.

25 THE COURT REPORTER: Thank you very much.

1 Reading and signing?

2 MR. LORENZEN: We will read.

3 THE COURT REPORTER: If it's ordered, do you

4 want a copy?

5 MR. LORENZEN: If it's ordered, unfortunately

6 I need a copy, and I will go further into debt for my

7 client.

8 [Whereupon, the reading and signing

9 were not waived, and the deposition was

10 concluded at 4:39 p.m.]

11

12

13 _____

14 DEPONENT

15

16 SWORN TO and subscribed before me

17 this _____ day of _____, 2016.

18 _____

19 NOTARY PUBLIC, STATE OF FLORIDA AT LARGE.

20 My Commission Expires:

21

22

23

24

25

1 CERTIFICATE OF OATH

2 STATE OF FLORIDA)

3 COUNTY OF DADE)

4

5 I, the undersigned authority, hereby

6 certify that MARIA FERNANDA KEELER (n/k/a MARIA F.

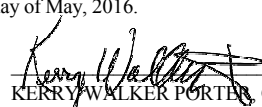
7 SUAREZ) personally appeared before me and was duly

8 sworn.

9 WITNESS my hand and official seal

10 this 19th day of May, 2016.

11

12 
 KERRY WALKER PORTER, C.M.
 Court Reporter and Florida
 Notary Public

13

14

15 Commission #EE 851319,
 Expires: March 2, 2017

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1 CERTIFICATE
2 STATE OF FLORIDA)
)
3 COUNTY OF DADE)
4 I, the undersigned authority, hereby
5 certify that the foregoing transcript, pages 1 to 191
6 is a true and correct transcript of the Deposition of
7 MARIA FERNANDA KEELER (n/k/a MARIA F. SUAREZ) taken
8 before me at the time and place stated in the caption
9 thereof.
10 I further certify that said witness was
11 duly sworn according to law.
12 I further certify that I am not of counsel
13 to either of the parties to said cause or otherwise
14 interested in the event thereof.
15 IN WITNESS WHEREOF I hereunto set my hand
16 and affix my official seal of office this 19th day
17 of May, 2016.
18 
19 Kerry Walker Porter, C.M.
20 Court Reporter and
Florida Notary Public
21
22
23 Commission #EE 851319
Expires: March 2, 2017
24
25

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

IN RE: THE MARRIAGE OF

MARIA FERNANDA KEELER,

FAMILY DIVISION

Petitioner/Wife,
and

CASE NO.: 07-29085 FC (28)

JOHN R. KEELER,

Respondent/Husband.
_____ /

**FORMER HUSBAND'S MOTION FOR ISSUANCE OF
AN ORDER TO SHOW CAUSE BASED UPON FORMER WIFE'S PERJURY
AND FOR OTHER RELIEF**

Former Husband, John R. Keeler, files his Motion for Issuance of An Order to Show Cause as to why Former Wife should not be found in indirect criminal contempt, pursuant to Florida Rule of Criminal Procedure 3.840 for her perjury, and for other relief, and states as follows:

1. The Affidavit of Albert G. Caruana, Esq., is attached as Exhibit "A" in support of this Motion.

2. Former Wife was deposed on May 11, 2016. A copy of her deposition transcript was filed with the Court on July 8, 2016. Portions of Former Wife's testimony from her deposition are recited herein below.

3. It is clear from the testimony provided by Ms. Maria Carolina Venegas. Mr. Guillermo Urbietta, and the documents provided by Mr. Urbietta at his deposition, that Former Wife committed perjury regarding the renovation work done at the Former Wife's Pincrest Home, and the payment for that renovation work, which are material issues in this case.

4. As will be shown at a hearing, criminal contempt is appropriate under the facts of this case. Former Wife's conduct was willful, egregious, and disrespectful of the authority of the Court.

5. As detailed below, Former Wife perjured herself on a material issue in this case. After mediation (which resulted in impasse), the parties consummated a separate agreement (the "Agreement") wherein Former Husband agreed to provide a \$1 million home (the "Pinecrest Home") for Former Wife and children. This purchase was conditioned upon the Wife's express promise that there would be, *inter alia*, no improvements or renovations to the home without his prior written consent, that she would cause no liens to be filed, and the litigation between the parties would be stayed. *See* Motion to Enforce Settlement Stipulation And To Stay litigation During Former Wife's Occupancy of the \$1 Million Pinecrest Home ("Motion to Enforce Settlement"), pp. 3-5, attached hereto as Exhibit "B."

6. Former Wife violated the Agreement by orchestrating and paying for specific renovations to the Pinecrest Home without the prior written consent or knowledge of Former Husband, causing a lien to be filed, and by violating the stay by embarking upon extensive litigation. *See* Deposition of Guillermo Urbietta, attached hereto as Exhibit "D"; *See also*, Motion to Enforce Settlement, p. 6.

7. Former Husband only discovered this violation when the City of Pinecrest issued a Civil Violation Notice on January 14, 2016 against Former Husband for renovation work done without obtaining necessary permits. *See* Motion to Enforce Settlement, Ex. 2.

8. At her deposition on May 11, 2016, Former Wife was repeatedly asked about this renovation work. The following is relevant portions* of Former Wife's testimony, much of which is outright perjury:

Page 4, ln. 7-8:

Q. Please state your name.

A. Maria Fernanda Suarez.

Page 4, ln. 12-18:

Q. Of course. What is your address, ma'am?

A. 11201 Southwest 69th Avenue, Miami, Florida,
33156.

Q. Is that the home in Pinecrest?

A. Yes.

Q. And who lives there with you? A
John, Jr and Sarah.

Page 9, ln. 23-25, and page 10, ln.1:

Q. Number seven, the home at 11201 Southwest 69th Avenue in Pinecrest, Florida, did you cause any renovations or repairs or remodeling to take place at that location?

A. No.

Page 10, ln. 12-15:

Q. (BY MR. CARUANA) The City of Pinecrest issued a violation that certain work was done within that home without a permit. Are you aware of that fact?

Page 11, ln. 1-14:

* Any emphasis is added.

Q. Do you understand that perjury is a crime?

A. Yes, I do.

Q. Did you have occasion within the last two years to purchase any materials for home remodeling, repair, upgrades, any materials?

A. No.

Q. Did you have occasion within the past two years to pay any material supplier or subcontractor --

A. No.

Q. (Continuing) -- for any work at the Palmetto [sic] home?

A. No.

Q. Are you an architect?

A. Yes.

Page 11, ln. 22-25:

Q. So you did not hire any general contractor, subcontractor, or any type of home remodeling or home repair person to do work at the Pinecrest home?

A. No.

Page 12, ln. 25, through page 14, ln. 1-9:

Q. If you did not perform and did not cause anyone else to perform or did not accept anyone's gift in performing, if that were the case, any remodeling to the kitchen and remodeling to the bathroom, do you have any understanding why a violation would have been issued?

MR LORENZEN: Object to form.

THE WITNESS: I don't know what to answer because you asked too many things together. Could you ask one question by one question?

Page 15, ln. 19-25, through page 16, ln. 1:

Q. Let me ask you this question: Who picked this house?

A. My children and I.

Q. You picked the house with your children, correct?

A. One of the houses that we pick, yes.

Q. You're living there, correct?

A. Correct.

Page 20, ln. 1-23:

A. He's a friend of Mr. Keeler.

Q. Who is Ricardo Pines?

A. My ex-attorney.

Q. Was Mr. Cedaño also a client of Mr. Pines?

A. Yes.

Q. And did you attend a mediation at Elijio Cedaño's office with Mr. Pines and myself and Mr. Keeler and Mr. Cedaño?

A. Cedaño. Yes.

Q. Cedaño. I apologize.

A. Don't worry.

Q. Did you attend that mediation?

A. For me, that was more a meeting than a mediation because Mr. Cedaño, he is not a mediator. We have a meeting, yes.

Q. Do you know whether the lawyers described it between themselves as a mediation, you know, a letter that said "We're going to a mediation"? Do you know whether that occurred?

A. We have a meeting, yes.

Q. My question is, were you aware that your attorney described that meeting as a mediation?

A. Yes, I think that they called mediation.

Page 21, ln. 6-13:

Q. Did Mr. Keeler, sometime after this mediation, offer to purchase that million dollar home for you to live in at some point?

That's an awkward question. Let me do it again.

After that mediation was finished, did there come a time when Mr. Keeler offered to buy a home that you and the children would live in?

Page 23, ln. 16-25, through page 24, ln. 1:

Q. Is your testimony no, he did not offer to buy that house?

A. He offered to the kids, not me.

Q. So you didn't want that house.

A. The kids and I liked the house. He offered to buy the house to the kids, not to me.

Q. So you don't live there, only the kids live there.

A. I live there with the kids.

Q. How long have you been living there?

A. Since August 2015.

Page 24, ln. 5-7:

Q. And during that entire year, you have made no mortgage payments.

A. No mortgage payments.

Page 24, ln. 14-16:

Q. And you did not put down any down deposit on the million dollar house, did you?

A. No.

Page 26, ln. 21-25, through page 27, ln. 10:

Q. (BY MR. CARUANA) Did the children perform these renovations to the bathroom and the kitchen?

A. Yes.

Q. The children did. You had no part of it.

A. No.

Q. You didn't select any materials ---

A. I helped them.

Q. Oh, you helped the children.

A. I advised them, yes.

Q. Now, John, Jr., what decisions did he make about the repairs and the renovations?

A. None.

Q. So it wasn't all the children, was it?

A. The girls.

Page 28, ln. 5-22:

Q. Who signed the contracts, if any, with the subcontractors?

A. I don't know.

Q. Did you sign any?

A. No.

Q. Did Andrea sign any?

A. Don't know.

Q. Did Sarah sign any?

A. I don't believe so.

Q. Who performed the work at the Pinecrest home in the bedroom and in the bathroom?

A. You should ask the girls, not me.

Q. No, I'm asking you. I don't want to take their deposition and bother them and involve them in this awful, awful case.

A. I agree.

Q. So I have to ask you.

A. I don't know who they are.

Page 29, ln. 1-4; 11-13; and 21-25:

Q. So who did they hire?

A. Maria Venegas.

Q. How much did they pay Maria Benitez (sic)?

A. I don't know.

* * *

Q. Who paid for this work to the Pinecrest home?

Who?

A. I don't know.

* * *

Q. You paid nothing toward these repairs and renovations?

A. No.

Q. How much did they all cost?

A. I don't know.

Page 30, ln. 6-18:

Q. Okay. So what do you guess they cost?

A. Maybe 20.

Q. \$20,000. Did Sarah pay any of the \$20,000?

A. I don't know.

Q. Did John pay any of the \$20,000?

A. Don't think so.

Q. Did Andrea pay any of the \$20,000?

A. Don't know.

Q. So your sworn testimony is you have no real knowledge of how much these repairs cost; you guess it was around \$20,000.

A. I cannot answer for something that I did not pay. That's why I don't know.

Page 31, ln. 10-15:

Q. So I'm asking you again, do you know how much, generally, the repairs cost?

A. Do you want me to guess?

Q. No, I want you to tell me what you know.

A. You should ask the girls. They are the ones that

Page 40, ln. 22-25, through page 41, ln. 1-10:

Q. What other renovations was she involved in besides the kitchen?

A. Kitchen and bathroom.

Q. So she was the one who oversaw all of the renovations.

A. Yes.

Q. Was there a written agreement between her and anyone for these renovations or was it verbal?

A. I don't know.

Q. But you, yourself, did not sign any agreement of any kind --

A. No.

Q. (Continuing) -- for these renovations.

A. No.

Page 42, ln. 23-25, through page 43, ln. 4:

Q. Were the cabinets new?

A. Yes.

Q. So what kind of material are the cabinets?

A. I'm not sure about the material.

Q. How much of the price did the cabinets, if you know, consist of?

A. No, I don't know.

9. In sum, Former Wife testified that she did not pay any material supplier or subcontractor for remodeling at the Pinecrest Home (page 11, ln. 22-25), that she had no part in the renovations (page 26, ln. 21-25), that she did not sign any contracts with any subcontractors (page 28, ln. 5-22), that she paid nothing towards the repairs (page 29, ln. 11-13), and that that she had no idea how much the repairs cost (page 30, ln. 6-18).

10. However, this testimony is completely contradicted by the testimony of Maria Carolina Venegas and Guillermo Urbieto, who constructed the cabinets. The following is a selection of relevant portions of Ms. Venegas' June 14, 2016 deposition, where she refutes the perjurious statements highlighted in paragraphs 8 and 9 above:

Page 3, ln. 10-21:

Q. Please state your name.

A. Maria Carolina Venegas, M-A-R-I-A, C-A-R-O-L-I-N-A, V-E-N-E-G-A-S.

Q. Thank you. Where do you reside, ma'am?

A. 4445 Northwest 97th Place, Miami, Florida 33178.

Q. And what is your occupation or profession?

A. I'm an industrial designer and I work as a sales representative for American Woodwork, we sell cabinets, the manufacturer's representative for the southeast of the state.

Page 4, ln. 10-14, and 20-23:

Q. Do you know Maria Fernanda Keeler?

A. Yes.

Q. How long have you known her?

A. Since I was born. My dad and her dad went together to college.

* * *

Q. And are you familiar with property located at 11201 Southwest 69th Avenue, Pinecrest, Florida?

A. Yes, I am.

Page 8, ln. 19-25, through page 9, ln. 1-8:

Q. Did Mrs. Suarez have any discussions with you on this first visit about any ideas for remodeling?

A. She asked me what do I think about the house, what did I think about the house.

Q. And what did you say; what did you tell Mrs. Suarez, if anything?

A. That the kitchen looked old. That's the only thing I said.

Q. What did she say in response to your statement?

A. What do you think can be done? I don't remember. I don't really remember. I'm making that up, because I don't remember what she said at the time.

Page 10, ln. 1-13, and ln. 25 through page 11, ln. 1-17:

Q. Did you ever do any drawing or any type of rendition of changes to be done to the house?

A. No. On the next visit to the house, I was asked what do I think about the kitchen, and I mentioned what would I do if it was my kitchen, but I didn't sketch or --

Q. Was Mrs. Suarez present when this conversation took place?

A. Yes, she was.

Q. Did she participate in the conversation?

MR. LORENZEN: Objection to form. You may answer.

A. Yes, she asked me what did I think.

* * *

Q. Did you say anything to her about changing the countertop?

A. If I was to change the kitchen myself, yes, if it was for me, but she was just asking me what would I do, and I said, well, you know, I will change these doors or change these boxes, but --

Q. What boxes?

A. Cabinets. Cabinets are boxes.

Q. Did you say anything about changing the microwave or the oven?

A. No, I didn't.

Q. Who was the kitchen installer?

MR. LORENZEN: Object to the form. You may answer.

A. She asked me if I knew of a cabinet guy, and I gave her a name.

Q. What's the name of the cabinet guy? A.
Guillermo Urbieta, U-R-B-I-E-T-A.

Page 13, ln. 4-10:

Q. You told her about a cabinet maker Guillermo Urbieta. I don't know if I said that right.

A. You said it right.

Q. Anything else?

A. And then everything else was between the two of them. I had no involvement on that.

Page 22, ln. 12-20:

Q. Do you know who supplied the cabinets to Guillermo or to Mrs. Suarez, who the manufacturer was?

A. My guess is that Bill made them, Guillermo Urbieta.

Q. He fabricated them himself --

A. Yes.

Q. -- out of raw materials?

A. Yes.

Page 41, ln. 10-17:

Q. How about just the kitchen alone, do you have an idea of what it would cost to make the renovations that you observed in the kitchen?

A. Around 10, \$12,000.

Q. Is that just for the cabinets or is that for all the appliances, too?

A. Just for the cabinets and the countertop.

Page 42, ln. 8-9; ln. 17-18:

Q. Do you know who supplied the quartz for the countertop at Mrs. Suarez's Pinecrest home?

* * *

A. I'll tell you right now. His name is Raul Aguilar.

Page 43, ln. 12-16:

Q. Did you recommend Mr. Aguilar to anyone?

A. I gave the number to Mrs. Suarez. He did the top in my house when we renewed our kitchen two and a half years ago.

Q. Thank you very much.

11. In sum, Ms. Venegas, an industrial designer, testified that Former Wife asked her for recommendations for remodeling work to the Pinecrest Home (p. 10, ln. 1-3, 25), she referred a cabinet installer named Guillermo Urbieta (p. 11, ln. 1-17), and that she recommended a supplier of quartz by the name of Raul Aguilar for the countertop Former Wife intended to install (p. 42, ln. 8-9, 17-18; p. 43, ln. 12-16).

12. Both Guillermo Urbieta and Raul Aguilar were later subpoenaed by Former Husband to testify regarding the remodeling work. Mr. Urbieta was deposed on June 30, 2016, and his testimony directly contradicts that given by Former Wife. Unfortunately, Mr. Aguilar did not

honor his subpoena and failed to appear for his July 1, 2016 deposition. Former Husband has moved for entry of an order to show cause for Mr. Aguilar's failure to appear at his deposition. *See* Exhibit "C."

13. The following is portions[†] from Mr. Urbieto's June 30, 2016 deposition, where he refutes the perjurious statements given by Former Wife highlighted in paragraphs 8 and 9, above:

Page 3, ln. 16-20:

Please state your name for the record.

A. Guillermo Urbieto.

Q. And, sir, what is your occupation or profession?

A. I do custom cabinetry.

Page 4, ln. 3-6:

Q. You understand, sir, that you have been served with a subpoena to attend a hearing before Judge Scott Bernstein on July 13th, correct?

A. Yes.

Page 4, ln. 10-25, through page 5, ln. 4:

Q. And I take it you have a business license to make cabinets?

A. Yes.

Q. How long have you been involved in the cabinetry business?

A. Probably like 20 years.

[†] Any emphasis is added.

Q. You were served with a subpoena duces tecum for today's deposition that required you to bring with you certain documents regarding any work performed at the Pinecrest residence where Mrs. Suarez resides, 11201 Southwest 69th Avenue, Pinecrest, Florida. And that would be whether it involved Mrs. Suarez or Maria Suarez or Andrea or Sarah Keeler, including any proposals, drawings, invoices, bills, order of materials, labor services for cabinetry or the quartz countertop in the kitchen of the home she occupies in Pinecrest; and any contracts, proposals, work orders, agreements, shop drawings, invoices or evidence of payment.

Page 5, ln. 15-25, through page 6, ln. 2:

Q. Sir, I show you what our official court reporter has marked as Exhibit 1 for identification. This is a copy of the subpoena.

Do you recognize the document?

A. Yes.

Q. And do you acknowledge being served with this subpoena?

A. Yes, I do.

Q. And would you please tell me what, if any, documents you brought with you in response to the command of the subpoena?

A. I got the invoice of the work that I did and a copy of the check.

Page 6, ln. 11-25, through page 7, ln. 7:

Q. So you're saying that --

A. Basically, that was the contract and the check that she gave me.

Q. These are the only documents you have?

A. Yes.

Q. Who is Nada Suarez?

A. Mrs. Suarez. I call her Nanda.

Q. That's Maria Suarez?

A. Maria Suarez, yes.

Q. Do you know Carolina Venegas?

A. Yes.

Q. Do you know how you came to be contacted, if you were, by Maria Suarez for work at this location?

A. Yes.

Q. How?

A. I have done work for her behalf, for Nanda, through Carolina, which is a mutual friend of ours. Carolina -- I used to install for a showroom where she used to work. So we were good friends for many years, and she's very good friends with Nanda.

Page 7, ln. 17-25, through page 9, ln. 15:

Q. And did Mrs. Suarez call you?

A. Yes.

Q. And what, if anything, did she ask you to do?

A. She told me to go over and give her a quote for doing the kitchen cabinets, the laundry, the kids' baths and the kids' closets.

Q. Was this limited to cabinetry work or did the scope of work go beyond cabinetry, sir?

A. Actually, that's what we started with, and then --

Q. Cabinetry is what you started with?

A. Cabinetry.

Q. Thank you. Go ahead.

A. Cabinets is what we started with, and then I did some doors and some trim for her.

Q. Trim?

A. Casings and installation of interior doors.

Q. And in what rooms did you perform this professional work?

A. We did it in John's room, Sarah's and Andrea's, the two bathrooms, and that was it. Oh, and the door that goes into the bedrooms, like a hall door that goes into the bedrooms. So we did six doors.

Q. And what work, if any, did you do in the kitchen, you or your company?

A. Just installation of cabinetry.

Q. Did you fabricate the cabinets?

A. We fabricated them and installed them.

Q. So the old cabinets were demolished?

A. The old cabinets, they took them out.

Q. Who's "they"?

A. She had somebody else working there, another guy that was working there. I didn't take the cabinets out. The other guy did.

Q. When you say she had another guy, who are you referring to?

A. Mrs. Suarez.

Q. So she had someone there apparently to remove the cabinets?

A. Remove the cabinets.

Q. And you or your company were engaged to fabricate and install new cabinets?

A. New cabinets, yes.

Q. I understand the new cabinets have a new countertop.

A. Correct.

Page 10, ln. 5-25, through page 11, ln. 4:

Q. Now, in your own words, please tell me what you and Mrs. Suarez discussed, if anything, about the work that you were asked to do at the Pinecrest property located at the address I previously provided.

A. Basically, we went over the layouts of what she wanted.

Q. Did she have drawings?

A. I supplied her drawings, so she might have them. I don't have them, but I did supply her.

Q. Where did you get the thoughts or ideas to put in the drawings; did you discuss it with Mrs. Suarez?

A. I discussed it with her, yes.

Q. And she told you what she wanted?

A. Basically, yes.

Q. And what kind of materials did she ask for?

A. We did white acrylic doors on the upper cabinets, and we did laminate oak, gray oak doors on the bottom for the kitchen. In the bathrooms, we did high gloss acrylic, and the closets were just plain white melamine, and then the doors were just like this, flat.

Page 11, ln. 8-25, through page 12, ln. 14:

Q. I don't know how it works, so maybe you can teach me. Did you like recommend these materials or did she specifically ask for them, Mrs. Suarez; how did it work?

A. She asked me what was the trend at the moment, and I brought her samples of the different materials. And her and her daughters basically made the decisions on the colors and so forth.

Q. And her daughters you know to be Andrea and Sarah?

A. Yes.

Q. Had you given her, her being Mrs. Suarez, Maria Suarez, whom you call Nanda -A. I call her Nanda.

Q. -- before giving her any type of

estimate or proposal, did you tell her what the fee would be for your work?

A. No. Basically, she told me the scope of the work that she wanted, and she asked me to quote everything. And she gave me the order. I mean, I've done work for her before. So basically, we discussed what was going to be done in each section, I gave her the proposal and turned it into an invoice. And that's it.

Q. Do you have the invoice?

A. Right here.

Q. You've already given it to me.

A. That's the description of the stuff.

MR. CARUANA: So we are going to mark as Composite Exhibit 2 at this time, sir, the two documents that you brought.

Page 12, ln. 21-25, through page 13, ln. 9:

Q. Sir, I show you what our official reporter has marked as Composite Exhibit 2. These are documents that you were kind enough to bring in response to the subpoena, and I'm going to show them to you.

My first question is, please identify Exhibit 2.

A. That's the invoice, the contract for what I did in her house.

Q. I notice it calls for the signature of Nanda Suarez. Did she sign the original?

A. We had a copy that she signed and I signed, but it was in my briefcase that was stolen from my office.

Page 14, ln. 11-25, through page 15, ln. 3:

Q. So please walk me through the invoice, Exhibit 2. Let's skip that for a minute. You were paid \$10,950?

A. Yes.

Q. And there's a check here, September 15th, 2015, from Patricia Suarez. Who is that?

A. Mrs. Suarez.

Q. Mrs. Suarez?

A. Yes, Nanda Suarez. That's the check she gave me.

Q. And that was the same amount as --

A. For the invoice.

Q. For the invoice. So she paid you in full?

A. I don't know why she did that, but she paid me in full the whole invoice. Normally I take 50 percent up and then the balance, but she gave me the whole amount.

Page 15, ln. 12-21:

Q. So she paid you in advance with this check?

A. With that check, yes.

Q. And that was in September of 2015. When did you commence your work, sir?

A. We started three weeks after the date that she gave me the check. As soon as she gave me the check, I commenced to fabricate the cabinets, and three weeks later we were in her house installing the cabinets.

Page 16, ln. 8-25:

Q. And according to this Exhibit 2 to Nanda Suarez -- and I take it you prepared this invoice?

A. Yes.

Q. And, sir, you signed an original or a copy of it and Mrs. Nanda Suarez signed a copy?

A. Yes.

Q. But you no longer have it?

A. I don't have it. She might have her copy.

Q. First item is kitchen cabinets, and it says one set of cabinets as per drawing. And you don't have the drawing?

A. I don't have the drawings.

Q. Because it was stolen?

A. Yes. My computer -- it was in my computer, yes.

Q. Who originally did the drawings?

A. I did them myself.

Page 18, ln. 12-17:

Q. How many times did you speak to Maria Suarez about any aspect of the work described in Exhibit 2; approximately how many times?

A. We would speak every day. I was there pretty much, I would say, 20 times, I mean back and forth, yes.

Page 23, ln. 5-14:

Q. There was no general contractor on this job, correct?

A. There was a guy that was working there. I imagine he's the GC, because he's the one that was doing the floors and stuff like that.

Q. Ari, Harry?

A. Harry, that guy.

Q. Do you know if Mrs. Venegas recommended him?

A. No, I don't know.

Page 24, ln. 4-11:

Q. Did you participate in any conversations with Mrs. Suarez, whom you call Nanda, and Carolina Venegas together?

A. Yes.

Q. So was there a meeting or meetings?

A. There was one meeting at the beginning when Carolina helped with the design of the kitchen.

Page 27, ln. 8-15 (on cross-examination):

Q. And did Sarah give you instructions about the entire project?

A. No, no. Basically, what she did is she chose the colors, the colors of the things and the frame that I did for her TV and stuff like that; but, basically, it was

me and Mrs. Suarez was the ones that went over the layouts and how they wanted the drawers and the different things.

Page 28, ln. 11-20 (on cross-examination):

Q. This invoice, tell me how it was physically prepared, Exhibit 2.

A. How it was -- I don't understand the question. Well, I did the invoice myself.

Q. So you typed the information on there?

A. The information on there, yes.

Q. Did Mrs. Suarez tell you to type her name there as opposed to somebody else's name?

A. Well, basically, she's the one that pretty much hired me, I guess.

Page 29, ln. 4-19 (on cross-examination):

Q. And the check that you received, that was from a Patricia Suarez?

A. Yes.

Q. Did you send this invoice to Mrs. Suarez in advance?

A. No. I took it to her and she gave me the check that same day.

Q. Did you tell her what the price was in advance?

A. Over the phone, I told her basically what everything was going to come out to, and then I took the invoice to her home, I met her at the house, and she cut me a check to start the work.

Q. You said she cut you a check. Was the check already written?

A. I don't recall.

Page 32, ln. 23-25, through page 33, ln. 15 (on cross-examination):

Q. Now, you testified earlier that this Exhibit 2, the first page of the composite exhibit, that you thought you had a copy that was signed by Nanda.

A. We did sign a copy. We did sign a copy of the contract. It was actually pulled from my other laptop where I make the invoices; but like I told you, I lost it when it was stolen.

Q. Do you sign a copy of the invoice before you present it to a client?

A. No. We signed it together.

Q. So she paid you in full. Are you sure she actually signed the invoice?

A. She signed the invoice and I signed the invoice, yes.

Q. Was Sarah there when she signed the invoice?

A. No.

Page 34, ln. 10-15 (on cross-examination):

Q. Andrea approved the contract?

A. The contract, I did it with Nanda Suarez, but the day that we signed the contract, she was there; but it was just me and Mrs. Suarez were the ones that were doing the contract and the exchange of the check.

Page 34, ln. 23-25, through page 35, ln. 23 (on redirect examination):

Q. Mr. Lorenzen asked you about your bringing the invoice to Mrs. Suarez. I would like to go back over that again. As I understand your testimony, you prepared Exhibit 2, which was the invoice.

A. Yes.

Q. And you brought it to Nanda Suarez, I guess, at the Pinecrest residence.

A. Yes.

Q. Was that on or about August of 2015?

A. Yes.

Q. Now, when you presented it to her, what, if anything, did she do with the invoice when you gave it to her; what did she do?

A. She cut me a check.

Q. Did you watch her write a check; was it in your presence that she cut you a check?

A. Yes.

Q. Did you see her sign the check?

A. Yes, yes.

Q. And she handed you the check?

A. Yes.

Q. And the check she cut and handed you appears in the second page of the exhibit that you provided me, correct?

A. Yes.

Page 36, ln. 9-25 (on redirect examination):

Q. Mr. Lorenzen asked you repeatedly, after you told him what the facts were concerning with whom you went over the scope of work, he asked you repeatedly, well, isn't it true that Sarah approved the work and the scope of the work and all those questions. Did you ever sit down with Sarah and go over Exhibit 2 and have a discussion about the line items?

A. No, sir.

Q. Did you ever sit down with Sarah and go over Exhibit 2 to discuss the amounts of money that you had listed?

A. No.

Page 37, ln. 8-25, through page 38, ln. 1 (on redirect examination):

Q. Did you ever sit with either Sarah or Andrea to discuss the contents of Exhibit 2, which resulted in a statement by Sarah or Andrea, yes, I approve the scope of work?

A. No.

Q. All of that was done between you and Nanda Suarez, correct?

A. Yes.

Q. None of that was done between you and Sarah or Andrea Suarez, correct?

A. No.

Q. Am I correct?

A. Yes.

Q. So no matter how many times Mr. Lorenzen asks you if they approved the scope of the work, you meant they liked the job that you did.

A. They liked the job I did, and they would pick at things and stuff like that. That's what I meant, yes.

Page 38, ln. 7-21 (on redirect examination):

Q. Who was really the one with whom you contracted and had all your significant dealings -- MR. LORENZEN: Objection. Sorry, I thought you were you finished. I was going to object to the form.

Q. -- Sarah or Nanda Suarez?

MR. LORENZEN: Object to the form.

A. Nanda Suarez.

Q. Did you ever have any discussions with anyone you understood to be Nanda Suarez's sister?

A. No.

Q. Did Nanda Suarez tell you she had accounts in her sister's name that she could write checks for up to \$10,000 at a time?

A. No.

Page 41, ln. 16-23 (on recross-examination):

Q. You don't know for certain who it was that was asking for your services to be done, whether it was the children or if it was the mother; you're just making assumptions?

MR. CARUANA: Object to the form of the question.

A. No. The mother was the one that I dealt with.

14. As shown above, Mr. Urbietta, an installer of custom cabinetry, discusses at length the scope of remodeling work that was done at the Pinecrest Home at Former Wife's behest, the invoice for the work, and a check for \$10,950 written by Former Wife (for the remodeling work) in his presence[‡]. For ease of reference, both the invoice and the check produced by Mr. Urbietta at his deposition are separately attached hereto as Exhibits "D" and "E," respectively.

15. In sum, it is clear that Former Wife has perjured herself by denying the fact that she had anything to do with remodeling work at the Pinecrest Home and did not know how the work was paid for. To the contrary, she clearly organized, sought out, designed, and paid for custom renovation work in blatant violation of the Agreement.

16. For a witness in a judicial proceeding to be held in direct criminal contempt based on purported perjurious testimony, it must be shown that: (1) the alleged perjury had an obstructive effect; (2) there was judicial knowledge of the falsity; and (3) the testimony involved was pertinent to the issue at hand. *Rhoads v. State.*, 817 So. 2d 1089 (Fla. 2d DCA 2002).

17. Former Wife's testimony regarding the remodeling work had an obstructive effect, prompting former husband to subpoena several individuals to provide documents and testimony to uncover the truth behind the remodeling work at the Pinecrest Home.

18. As evidenced by the testimony provided by Mr. Urbietta and the check written by Former Wife for the cabinetry work, Former Wife clearly knew that the testimony she gave

[‡] The signature appears to be "Patricia Suarez." Mrs. Maria Suarez had blank check pre-signed by her sister. Maria Suarez then inserted the date, the payee, the numerical amount, and the holographic amount.

at her May 11, 2016 deposition was knowingly false. The idea that she was without knowledge and everything was chosen and paid for by her children is patently preposterous, and demonstrates she will involve her own children in her lies, and place them squarely in litigation issues involving her former husband. This is perhaps the saddest feature of her egregious conduct.

19. This testimony is pertinent to the issue of whether Former Wife has violated the Agreement, and supports Former Husband's Motion for a Stay. As the City of Pinecrest has issued Civil Violation Notices to Former Husband for renovation work done without the requisite permits—and without his prior written consent per the terms of the Agreement—he has been aggrieved.

20. Former Wife's perjury involves issues which are relevant and material in this case. Former Husband purchased a \$1 million home ("Pinecrest Home") for Former Wife and the children pursuant to an Agreement that existed in e-mails, and which Agreement she confirmed existed in her deposition testimony. *See* Motion to Enforce Stipulation. Except for the Stipulation referenced in that Motion, there was no requirement in the final judgment that Former Husband assist former wife in this financial circumstance. It is uncontroverted that Former Wife agreed to certain conditions to induce this purchase. Former Wife has breached several of these conditions, as more fully set forth above. Equity requires enforcement of the Stipulation. The perjured testimony goes to the heart of Former Wife's breach of the Stipulation.

21. If the Court should find there is probable cause to charge Former Wife with criminal contempt, the provisions of Fla. R. Crim. P. 3.840 apply. The Court should then issue an Order to show cause. Former Wife should be informed of the charges against her and she should be formally arraigned. She should be advised of her right to counsel, and she should

be directed to appear on a date certain to show cause why she should not be held in criminal contempt and sentenced to a definite term of incarceration.

22. Alternatively and conjunctively, Former Husband requests that the Court to refer the grave issue of perjury to the Miami-Dade County office of State Attorney for consideration of the filing of an information or indictment for perjury based upon the clear and unambiguous false answers under oath by Maria “Nanda” Suarez nee Keeler material to issues in this case.

23. Former Wife’s perjury has necessitated the filing of this Motion and the Court should order Former Wife responsible for the payment of Former Husband’s attorneys’ fees, suit monies, and costs.

WHEREFORE, Former Husband, John R. Keeler, respectfully requests that the Court enter an Order to show cause as to why Former Wife should not be held in criminal contempt, or referred to prosecution, for committing perjury at her May 11, 2016 deposition, order Former Wife to be responsible for Former Husband’s attorneys’ fees, suit monies and costs, and grant Former Husband any other relief deemed to be just and equitable.

Respectfully submitted,
COFFEY BURLINGTON, P.L.
Counsel for Former Husband
2601 South Bayshore Drive, Penthouse
Miami, Florida 33133
Tel: 305-858-2900; Fax: 305-858-5261

By: /s/ MELISSA J. JACOBS
MELISSA J. JACOBS
Fla. Bar No. 963402
mjacobs@coffeyburlington.com
bkaripis@coffeyburlington.com
service@coffeyburlington.com

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY the foregoing document has been furnished as indicated below on July 8, 2016 to the following:

<u>Dirk Lorenzen, Esq.</u>	<u>Richard Danese, Esq.</u>
<u>Lorenzen Law, P.A.</u>	<u>Gary M. Carman, Esq.</u>
<u>Counsel for Former Wife</u>	<u>Gray Robinson</u>
<u>150 Alhambra Circle, Suite 1220</u>	<u>333 S.E. 2nd Avenue, Suite 3200</u>
<u>Coral Gables, FL 33134</u>	<u>Miami, FL 33131</u>
<u>Tel: (305) 447-1203</u>	<u>Tel: (305) 426-6880</u>
<u>Fax: (305) 447-1272</u>	<u>Fax: (305) 426-6887</u>
<u>Email: dirk@lorenzenlaw.com</u>	<u>Email: gary.carman@gray-robinson.com</u>
<u>eservice@lorenzenlaw.com</u>	<u>Barbara.rodriguez@gray-robinson.com</u>
<u>(Via Court's e-filing portal)</u>	<u>Richard.danese@gray-robinson.com</u>
	<u>(Via Court's e-filing portal)</u>

<u>Sean L. Collin, Esq.</u>	<u>Leyza Blanco, Esq.</u>
<u>1250 S. Pine Island Road, Suite 200</u>	<u>Gray Robinson</u>
<u>Plantation, Florida 33324</u>	<u>leyza.blanco@gray-robinson.com</u>
<u>Phone: (954) 462-8035</u>	
<u>Fax: (954) 462-8036</u>	<u>Raul Aguilar</u>
<u>Email: Family_Civil@lyonssnyder.Com</u>	<u>Florida Kitchen</u>
<u>Sean@lyonssnyder.com</u>	<u>3395 N.W. 79 Avenue</u>
<u>Vanessa@lyonssnyder.com</u>	<u>Doral, FL 33122</u>
<u>(Via Court's e-filing portal)</u>	<u>&</u>
	<u>2900 N.W. 77 Court</u>
	<u>Doral, FL 33122</u>
	<u>(via U.S. Mail)</u>

/s/ MELISSA J. JACOBS
MELISSA J. JACOBS



Village of Pinecrest
12645 Pinecrest Parkway
Pinecrest, FL 33156
Phone: (305) 234-2121

Plan Review
Comment Sheet

PERMIT NO: BL2019-0623

PARCEL/TAX ID NO: 2050110020060

To: _____ Date: 5/8/2019

Attention: _____ Pages: 1

Fax: _____ E-mail: _____

Address: 11201 SW 69 AVE

BUILDING Date: 5/7/2019 **DENIED** Reviewed By: PAUL BUCKLER

(5/7/2019 4:49 PM PB)

1. FBC 109.3 CONTRACTOR OF RECORD TO PROVIDE AN ITEMIZED SCHEDULE OF VALUES IN CURRENT US DOLLARS FOR ALL LABOR AND MATERIALS, EITHER PROVIDED BY THE CONTRACTOR, THE OWNER, OR ANY BENEVOLENT THIRD PARTIES, INCLUDING PROFIT AND OVERHEAD, FOR ALL WORK ASSOCIATED OR REPRESENTED IN THESE PLANS BEFORE BUILDING PERMIT CAN BE ISSUED.

2. ENGINEER/ARCHITECT TO PROVIDE LETTER CERTIFYING REMOVED PARTITIONS ARE NOT LOAD BEARING.

DERM Date: _____ Reviewed By: _____

DOH Date: _____ Reviewed By: _____

ELECTRICAL Date: 5/1/2019 **APPROVED** Reviewed By: TOM FLINGOS

FIRE Date: _____ Reviewed By: _____

MECHANICAL Date: 4/30/2019 **VOID/CANCEL** Reviewed By: RON REGULA

MECHANICAL Date: 5/1/2019 **DENIED** Reviewed By: RON REGULA

new kitchen hood?
new bathroom exhaust?

PERMIT CLERK Date: _____ Reviewed By: _____

PLUMBING Date: 5/1/2019 **APPROVED** Reviewed By: RAFAEL HERNANDEZ

REVIEW|COUNTY IMP FI Date: _____ Reviewed By: _____

STRUCTURAL Date: 4/30/2019 **NOT APPLICABLE** Reviewed By: JAVIER CANIZARES

5/8/2019

WATERHOUSE CONSTRUCTION GROUP INC
5801 COMMERCE LANE
MIAMI, FL 33134

Re: 11201 SW 69 AVE
BL2019-0623

Dear Applicant:

In accordance with Florida Building Code Section 105.3.1, please be advised that the application and/or plans for the above referenced project have been reviewed by the Village of Pinecrest Building and Planning Department and have been rejected. Enclosed for your information are the most recent comments from the plans reviewer(s) detailing the deficiencies in your application and the corrective actions necessary to receive approval. For specific code related questions, please contact the plans reviewer directly at (305) 234-2121.

You must submit all required additional information and/or plans within **one hundred and eighty (180) days** from the date of the last review. Submittals will be accepted by the Village's Building and Planning Department during the hours of 8:00 a.m. through 2:00 p.m., Monday through Friday. Failure to submit the additional information within one hundred and eighty (180) calendar days will be considered an abandonment of the application, thereby voiding and nullifying the review process. Any plans or documents in the processing file will be discarded.

If you have any questions regarding the contents of this letter, please feel free to contact our office and ask to speak to our Plans Processing Clerk at (305) 234-2121.

Sincerely,

Plans Processing Clerk

cc:

JOHN R KEELER
11201 SW 69 AVE
PINECREST FL 33156