

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

CASE NO: 2015-029014-CA-01

SECTION: CA11

JUDGE: Carlos Lopez

DIEGO ARMANDO MARADONA (ESTATE OF) et al

Plaintiff(s)

vs.

CLAUDIA ROSANA VILLAFANE et al

Defendant(s)

ORDER GRANTING DEFENDANTS' MOTION FOR FINAL SUMMARY JUDGMENT

THIS CAUSE came before the Court on Defendants' Motion for Final Summary Judgment (the "Motion") filed on May 12, 2023 (DE. 255). The Court, having reviewed the Court's file, including the Motion and all supporting documents, Plaintiff's Response and Memorandum of Law in Opposition to Defendants' Motion (the "Opposition") (DE. 283) and its supporting documents, Plaintiff's Response to Defendants' "Statement of Undisputed Material Facts" (DE.282), Plaintiff's Notice of Filing Transcript Deposition of Claudia Rosana Villafañe (the "Villafañe's Deposition") (DE.277), Notice of Filing Exhibits 1 through 36 of Deposition of Claudia Rosana Villafañe (the "Notice of Filing Deposition Exhibits") (DE.278 through DE.281), and Defendants' Reply In Support Of Their Motion (the "Reply") (DE. 284), having considered the arguments of counsels in a two-hour special set hearing and reviewed all relevant case law, and being otherwise fully advised on the premises, it is **ORDERED AND ADJUDGED**, as follows:

FACTUAL BACKGROUND

On November 7, 1989, Claudia R. Villafañe ("Villafañe") and Diego A. Maradona ("Maradona") were married to one another in Argentina and had two daughters from their marriage. In or about 2000, the parties were separated and, later, legally divorced on April 15,

2003. Ten years later, in August 2013, the parties entered into a Marital Settlement Agreement (the “MSA”), agreeing on the distribution of the remaining marital assets.

On December 15, 2015, Plaintiff filed the first complaint in this action, and later amended it, with the operative complaint being filed on November 26, 2018, for Count I unjust enrichment, Count II breach of fiduciary duty, Count III conversion, Count IV constructive fraud, and Count VI equitable accounting (the “Amended Complaint”) (DE. 49).^[1] On August 25, 2020, Plaintiff filed a Motion For Leave to Assert Claim for Punitive Damages (“Motion for Punitive Damages”) seeking to amend the Amended Complaint to add a claim for punitive damages against Defendants in accordance with Florida Statutes § 768.72 (2) and Florida Rules of Civil Procedure 1.190 (f) (DE. 184).^[2] After a special set hearing, the Court entered an Order Denying Plaintiff’s Amended Motion for Leave to Assert Claim For Punitive Damages on July 5, 2023 (“Denial Order”) (DE. 268), finding that the proposed amended complaint adding punitive damages did not state when the theft occurred, the amount of the funds alleged to have been stolen, the accounts from which the funds were stolen, and went so far as to state that *upon information and belief*, Villafañe committed theft. *See* Denial Order, at 6.

In the Amended Complaint, Plaintiff alleges that Villafañe misappropriated funds from Maradona, while still married but before their separation,^[3] to purchase six (6) condominiums in South Florida (the “Properties”). *See* Amended Complaint ¶¶ 21-24, 29, 30, 35-38, 40, and 41. In support of these allegations, Plaintiff provided the Court with warranty deeds and mortgages for the Properties, where Villafañe had in some instances identified herself as single, while separated but not legally divorced.^[4] *See* Not. Fil. Dep. Exh., at Exhibits 4-26; 32. Plaintiff further alleges that Villafañe concealed the theft of Maradona’s funds because she purportedly did not disclose any of the Properties in the MSA, excluding them from the division of the marital assets. *See* Am. Compl. ¶¶ 54-57; Exhibit 6, and Not. Fil. Dep. Ex., at [Exh. 3]. Plaintiff also claims that Defendants failed to declare the properties in her tax declarations in Argentina. *See* Not. Fil. Dep. Ex., at Exhs. 33;

34. Last, Plaintiff alleges that Villafañe held a position of trust and confidence and owed Maradona a duty of care to maintain and preserve his wealth and refrain from misappropriating his funds for her own use and without his authority, which he purportedly entrusted to her to manage during their marriage and demanded an equitable accounting. *See* Am. Compl. ¶¶ 72-74; 92-97. In supporting of Plaintiff's allegations and in opposition to the Motion, Plaintiff submitted to the Court the Declaration of Diego Armando Maradona (DE.1), a Notice of Filing a Declaration of Diego Armando Maradona ("Maradona's Declaration") (DE.2); *see* Opp., at Exh. B; *See* Not. Fil. Dep. Ex., at Exh. 31, Plaintiff's Notice of Service of Answers to Villafañe's First Set of Interrogatories to Plaintiff (DE.113), Villafañe's Declaration dated May 12, 2023 (*See* Not. Fil. Dep. Ex., at Exh. 27), Villafañe's Declaration dated March 24, 2016 (Not. Fil. Dep. Ex., at Exh. 28), Defendants' Responses to Plaintiff's First Set of Interrogatories ("Villafañe First Responses") (Not. Fil. Dep. Ex., at Exh. 29), Defendant's Responses to Plaintiff's Second Set Interrogatories ("Villafañe Second Responses") (Not. Fil. Dep. Ex., at Exh. 30), Emilio Pastor, Esq. Report dated August 22, 2014 (Not. Fil. Dep. Ex., at Exh. 35), Power of Attorney granted to Villafañe by Maradona in 2005 ("POA") (Not. Fil. Dep. Ex., at Exh. 36), and Villafañe's Deposition held on August 28, 2023 (Opp., at Exh. F).

Villafañe denies the allegations in the Amended Complaint, asserting that Plaintiff filed this action in retaliation and for purposes of harassment. *See* Defendants' Amended Answer, Affirmative Defenses and Counterclaims ("Answer") (DE.143). Defendants raised nine affirmative defenses and for purposes of the Motion relied on the following three: (1) waiver by settlement and release (first affirmative defense), (2) expiration of the statute of limitations (second affirmative defense), and (3) the legal insufficiency of Plaintiff's counts, as Plaintiff fails to plead and establish the required elements of each count (eighth affirmative defense). *See* Defendants' Second Amended Affirmative Defenses ("Affirmative Defenses") (DE.224). Defendants further argue that there is no material factual dispute, as the Amended Complaint lacks allegations to support the causes of action. Specifically, Defendants state that there are no factual allegations or support for

(1) Maradona’s holding of millions of dollars prior to the alleged theft, (2) the date of alleged theft, (3) the identification of funds allegedly stolen, (4) the manner in which the funds were allegedly stolen; or (5) the amount of funds claimed to have been stolen. *See* Motion, at 6; and Reply, at 8. Defendants argue that they are entitled to final summary judgement, as a matter of law.

In support of the affirmative defenses relied on and the Motion, Defendants provided the Court with the MSA, Transcript of Hearing on May 4, 2023 [\[5\]](#), Defendants’ Affirmative Defenses, Villafañe’s Declaration dated May 12, 2023, Defendant’s Responses to Plaintiff’s Second Set Interrogatories, Plaintiff’s Notice of Service of Answers to Villafañe’s First Set of Interrogatories to Plaintiff, Plaintiff’s Responses to Villafañe’s Second Request for Admissions to Plaintiff, and Deposition Transcript of Matias Morla dated September 30, 2019. (DE.255).

LEGAL STANDARD FOR SUMMARY JUDGMENT

The summary judgment standard provided for under Florida Rule of Civil Procedure 1.510(c) is to be construed and applied in accordance with the federal summary judgment standard articulated in *Celotex Corp. v. Catrett*. *Celotex Corp. v. Catrett*, 477 U.S. 317 (1986); *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 251, 252, (1986) (holding the basic issue before the Court on a motion for summary judgment is “whether the evidence presents a *sufficient disagreement* to require submission to a jury”); *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574 (1986); *see also* Amendment to Fla. R. Civ. Pro. 1.510(c). Consequently, a summary judgment shall be granted when the record shows that there is no genuine dispute as to any material fact and that the moving party is entitled to judgment as a matter of law. Fed. R. Civ. P. 56(a); *Celotex Corp.*, 477 U.S. at 323-25.

If the nonmoving party fails to make “a sufficient showing on an essential element of the case with respect to which she has the burden of proof,” the moving party is entitled to summary judgment. *Celotex Corp.* 477 U.S. at 323. Likewise, “[a] mere ‘scintilla’ of evidence supporting the

[nonmoving] party's position will not suffice; there must be enough of a showing that the jury could reasonably find for that party." *Walker v. Darby*, 911 F.2d 1573, 1577 (11th Cir. 1990) (citing *Anderson*, 477 U.S. at 1576).

FINDINGS

THE COURT FINDS that Defendants are entitled to final summary judgment on all counts against Plaintiff for the following reasons:

I. Count I – Unjust Enrichment

Plaintiff alleges that Maradona conferred a benefit upon Villafañe in the form of millions of dollars, which she misappropriated for her own use without compensating Maradona. *See* Am. Compl. ¶¶ 66-68. Villafañe testified that she used her own funds to purchase the Properties and funds given to her by her family. *See* Villafañe's First Responses, at Responses 4 through 8, and Villafañe's Deposition 65:1-6. In opposition, Plaintiff put forward *no* evidence of a material factual dispute, and failed to identify the benefit conferred, including the transfer of funds or acceptance by Villafañe.

Under Florida law, the elements of unjust enrichment are as follows: (1) plaintiff has conferred a benefit on the defendant, who has knowledge thereof; (2) the defendant voluntarily accepts and retains the benefit conferred; and (3) the circumstances are such that it would be inequitable for the defendant to retain the benefit without first paying the value thereof to the plaintiff. *See Duty-Free World, Inc. v. Miami Perfume Junction, Inc.*, 253 So. 3d 689 (Fla. 3d DCA 2018).

In the Opposition, Plaintiff failed to identify evidence in support of a material factual dispute regarding conferring a benefit—there are no allegations or recorded evidence of a transfer of funds to Villafañe, which she accepted and retained. The record is devoid of any evidence of (1)

plaintiff's possession of funds, (2) the amount of funds, (3) the bank account where the funds were held, (3) the means of transfer, or (4) the date of transfer. Plaintiff has not produced any financial records, not a single bank statement, check, wire transfer, safety deposit record, or any proof of any kind tending to indicate that Maradona had possession of the funds at issue at the time he alleges they were stolen. Moreover, there is no evidence even remotely supporting his allegation that Villafañe misappropriated funds, much less totaling millions of dollars.

On the contrary, Maradona admitted in his declaration that he does not know how the theft occurred or how Villafañe obtained the funds to purchase the Properties ("To date we have been unable to identify where the funds to purchase the condominiums were obtained..."). Maradona's Declaration, ¶ 11. Clearly, Maradona's Declaration establishes that he had been unable to identify the source of the funds.

Further, plaintiffs' reliance on the MSA alleging that Villafañe failed to disclose marital assets in that agreement, is misplaced. As the plain language of the MSA, Section III, states "[t]he parties as a whole declare that the aforementioned assets have been the only ones comprising the *undivided* assets of husband and wife, and that others that could have comprised it have been divested as a whole and their price received in halves. Moreover, *they declare they have been completely compensated between themselves with regard to the potential differences that might exist with regard to the assets allocated to each.* Consequently, they expressly waive the right to make a claim with regard to the settlement and allotting the assets comprising the community property." (emphasis added). This completely contradicts Plaintiff's allegations on this count—but even if the parties had not waived their rights, this cause of action had expired, as addressed below.

Last, the statute of limitations period for unjust enrichment is four years. *See* § 95.11, Fla. Stat. Ann. A cause of action accrues when the last element constituting the cause of action occurs. *See* Florida Statutes §§ 95.11(3); 95.031(1). While Plaintiff does not allege a precise date of theft,

he does claim that it occurred when the parties were married (until April 2003) and that it commenced prior to the purchase of the first property in 2000. *See* Am. Compl. ¶¶ 11; 21. Since the original complaint was filed on December 15, 2015, Plaintiff's unjust enrichment claim is barred by the statute of limitations. The Plaintiff did not raise any legal arguments for tolling of the applicable statute of limitations, nor was there any factual support on the record and, accordingly, the cause of action for unjust enrichment is time-barred.

As the statute of limitations has expired and there are no allegations in the Amended Complaint nor was there any record evidence provided to the Court that properly showed that Maradona conferred a benefit upon Defendants and that they accepted and retained it unfairly, Plaintiff has not met his burden to come forward with evidence to support a cause of action for unjust enrichment or a material dispute.

Therefore, because the record is devoid of any material factual dispute regarding Count I for unjust enrichment, Defendants are entitled to final summary judgment on Count I, as a matter of law.

II. Count II – Breach of Fiduciary Duty

Plaintiff alleges that Villafañe owed a fiduciary duty to Maradona to refrain from misappropriating his funds for her own use, which he entrusted to her to manage, and that instead she used Maradona's funds to purchase the Properties. *See* Am. Compl. ¶¶ 72-74. Villafañe testified that during their marriage there was no fiduciary duty between them and she did not manage Maradona's business finances. *See* Motion, at 17-18, and Villafañe Deposition 206:10-14; 224:13-19.

Under Florida law, "although it is beyond dispute that the utmost integrity and honesty should inhere in a marital relationship, we decline to recognize an action in tort for a spouse's violation of the financial duties associated with business partnerships". *See Beers v. Beers*, 724 So.

2d 109 (Fla. 5th DCA 1998); *see further Abitbol v. Benarroch*, 273 So. 3d 147 (Fla. 3d DCA 2019) (“Florida law precludes general civil claims premised upon a spouse’s intentional dissipation of marital assets”). Absent a specific transaction or agreement, no fiduciary relationship exists between spouses. *Levy v. Levy*, 862 So. 2d 48 (Fla. 3d DCA 2003).

In this section of the Amended Complaint, Plaintiff incorporated factual allegations that theft occurred prior to 2000. *See* Am. Compl. ¶¶ 11; 70. The Amended Complaint does not allege any facts supporting a fiduciary duty between the parties prior to 2003. While Plaintiff alleged in the Opposition that, after the parties divorced, Maradona granted the POA to Villafañe in 2005, there is zero evidence or allegations in the Amended Complaint of a specific agreement of a fiduciary nature before 2003, or of any transfer of funds after the POA, or even that the POA was ever used by Villafañe—for the same reasons stated in section I. Therefore, the POA could not be the basis of the Breach of Fiduciary Duty Count, as the theft is alleged to have occurred before 2003. Plaintiff put forward *no* evidence of a material dispute related to an agreement or understanding which resulted in a professional fiduciary relationship between Maradona and Villafañe, *aside from their marriage*, which is insufficient under Florida law.

In addition, the statute of limitations period for a breach of fiduciary duty is four years. *See* § 95.11, Fla. Stat. Ann. A cause of action accrues when the last element constituting the cause of action occurs. *See* Florida Statutes §§ 95.11(3); 95.031(1). While Plaintiff does not allege a precise date of theft, he does claim that it occurred when the parties were married (until April 2003) and that it commenced prior to the purchase of the first property in 2000. *See* Am. Compl. ¶ 11; 21. Since the original complaint was filed on December 15, 2015, Plaintiff’s breach of fiduciary duty claim is, thus, barred by the statute of limitations. Further, Plaintiff made no legal arguments nor alleged facts to support tolling of the statute of limitations.

Therefore, because the record is devoid of any material factual dispute regarding Count II for breach of fiduciary duty, Defendants are entitled to final summary judgment on Count II, as a

matter of law.

III. Count III – Conversion

Plaintiff alleges that Maradona has, in writing or otherwise, demanded that Villafaña return the funds she allegedly misappropriated from him and used to purchase the Properties, and that she refused to do so. *See* Am. Com. ¶¶ 78-81. Villafaña testified that she used her own funds to purchase the Properties. *See* Villafaña’s First Responses, at Responses 4 through 8, and Villafaña’s Deposition 65:1-6.

Under Florida law, the elements of conversion are: “(1) an act of dominion wrongfully asserted; (2) over another’s property; and (3) inconsistent with his ownership therein.” *See Joe Hand Promotions, Inc. v. Sorota*, 2012 WL 2414035 (S.D. Fla. 2012) (quoting *Special Purpose v. Prime One*, 125 F.Supp.2d 1093 (S.D. Fla. 2000)); *World Cellphones Distributors Corp. v. De Surinaamsche Bank, N.V.*, 357 So. 3d 225 (Fla. 3d DCA 2023).

For the same reasons discussed above in Section I, Plaintiff failed to establish through record evidence in opposition, that a transfer of funds ever occurred. Plaintiff’s claim is based solely on the purported *belief* that, without Maradona’s money, Villafaña could not have acquired the Properties. Plaintiff also erroneously implies that Villafaña has the burden of proof to establish her affirmative defenses, while it is Plaintiff who carries the burden of proof at trial.

Moreover, the record before the Court is lacking even a scintilla of evidence of theft or misappropriation of funds. Therefore, this Court cannot find that there is sufficient disagreement to submit to a trier of fact the issue of whether there was an *act of dominion* by Defendants over Plaintiff’s assets. There simply exists *no* material factual dispute—as the funds claimed to have been stolen have not even been identified by Plaintiff. Money can be subject of conversion so long as it consists of specific money capable of identification; to be a proper subject of conversion, there must be an obligation to keep intact or deliver the specific money in question, so that such money

can be identified. See *Taubenfeld v. Lasko*, 324 So. 3d 529 (Fla. 4th DCA 2021) (emphasis added).

Additionally, the statute limitations period for conversion is four years. See § 95.11, Fla. Stat. Ann. A cause of action accrues when the last element constituting the cause of action occurs. See Florida Statutes §§ 95.11(3); 95.031(1). While Plaintiff does not allege a precise date of theft, he does claim that it occurred when the parties were married (until April 2003) and that it commenced prior to the purchase of the first property in 2000. See Am. Compl. ¶ 11, 21. Since the original complaint was filed on December 15, 2015, Plaintiff's conversion claim is therefore barred by the statute of limitations. Further, Plaintiff made no legal arguments nor alleged facts to support tolling of the statute of limitations.

Therefore, because the record is devoid of any material factual dispute regarding Count III for conversion, Defendants are entitled to final summary judgment on Count III, as a matter of law.

IV. Count IV – Constructive Fraud

Plaintiff alleges that Maradona conferred a benefit upon Villafañe in the form of millions of dollars, which she purportedly misappropriated for her own use without compensating Maradona. See Am. Compl. ¶¶ 71-72). Villafañe testified that she used her own funds to purchase the Properties, including funds given to her by her parents. See Villafañe's First Responses, at Responses 4 through 8, and Villafañe's Deposition 65:1-6. In opposition, Plaintiff put forward *no* evidence of a material factual dispute and failed to identify the funds stolen or provide any specific information regarding the alleged theft.

Under Florida law, constructive fraud occurs when a duty under a confidential or fiduciary relationship has been abused or where an unconscionable advantage has been taken. See *Levy v. Levy*, 862 So. 2d 48 (Fla. 3d DCA 2003). But, "there simply is no cognizable tort claim for constructive fraud for a concealed dissipation of marital assets." See *Beers v. Beers*, 724 So. 2d 109 (Fla. 5th DCA 1998).

In this section of the Amended Complaint, Plaintiff incorporated factual allegations that the theft occurred prior to 2003. *See* Am. Compl. ¶ 82. However, the Amended Complaint is devoid of any allegation of fiduciary duty between spouses prior to 2003. *See* Section II, *supra*. Under Florida law, there can be no fiduciary duty between spouses unless there is a specific agreement or understanding of a business nature separate from the marriage. *See Beers v. Beers*, 724 So. 2d 109 (Fla. 5th DCA 1998). Here, while Plaintiff alleged in the Opposition that Maradona gave Villafaña a POA in 2005, two years after the parties divorced, there is zero record evidence or allegations in the Amended Complaint of a specific agreement of a fiduciary nature before 2003, or of any transfer of funds after the POA, or even that the POA was ever used by Villafaña. For these reasons and those stated in Sections I and II above—there is no record evidence or material dispute regarding Villafaña’s misappropriation of Maradona’s funds. At best, Plaintiff has provided the Court with a suspicion, which is unsupported by the record and insufficient under the law.

Further, the statute of limitations period for a constructive trust is four years and can only be extended up to 12 years after the date of the commission of the fraud, *if there was concealment or misrepresentation related to the act itself*, pursuant to the statute of repose. *See Philip Morris USA Inc. v. Principe*, 337 So. 3d 821 (Fla. 3d DCA 2021) (emphasis added); and *Hess v. Philip Morris USA, Inc.*, 175 So. 3d 687 (Fla. 2015). The statute of limitations based on fraud is strictly construed against the party bringing suit. *See Colonial Penn Ins. Co. v. Value Rent-A-Car Inc.*, 814 F. Supp. 1084 (S.D. Fla. 1992). While Plaintiff does not allege a precise date of theft, he does claim that it occurred when the parties were married (until April 2003) and that it commenced prior to the purchase of the first property in 2000. *See* Am. Compl. ¶ 11, 21. Since the original complaint was filed on December 15, 2015, Plaintiff’s constructive fraud claim is barred by the statute of limitations. Even if the statute of repose applied—it does not, as the record lacks any factual support of concealment or misrepresentation relied on by Maradona that could have resulted in a delayed discovery—the original complaint would still be time barred because it was filed after twelve years.

Therefore, because the record is devoid of any material factual dispute regarding Count IV for constructive fraud, Defendants are entitled to final summary judgment on Count IV, as a matter of law.

V. Count VI – Equitable Accounting

Plaintiff claims, in the alternative, equitable accounting alleging that Villafañe owed a fiduciary and/or confidential relationship to manage Maradona's personal finances for his benefit and to refrain from misappropriating his funds for her own use, which he entrusted to her to manage, and that instead she used Maradona's funds to purchase the Properties. *See* Am. Compl. ¶¶ 92-97. Villafañe alleges that during their marriage there was no fiduciary duty between them, and she did not manage Maradona's business finances. *See* Motion, at 17-18, and Villafañe Deposition 206:10-14; 224:13-19. In opposition, Plaintiff put forward *no* evidence of a material factual dispute and failed to identify any specific agreement of a fiduciary nature during the parties' marriage.

A party that seeks an equitable accounting must show that: 1) the parties share a fiduciary relationship or that the questioned transactions are complex; and 2) a remedy at law is inadequate. *See Am. United Life Ins. Co. v. Martinez*, 480 F.3d 1043 (11th Cir. 2007).

Plaintiff's allegations in this Count are deficient because there is no allegation of a fiduciary relationship during the marriage and there is no allegation of a complex transaction. *See* Section II, *supra*. Furthermore, there is zero evidence or allegations of transfer of funds, as stated in sections I and II above and, therefore, there is no possible transactions or financial records that this Court could Order an accounting of.

Further, the statute of limitations period for accounting is four years. *See* [Fla. Stat. § 95.11\(3\)\(k\)](#). A cause of action accrues when the last element constituting the cause of action occurs. *See* Florida Statutes §§ 95.11(3); 95.031(1). While Plaintiff does not allege a precise date of theft, he does claim that it occurred while the parties were married (until April 2003) and that it

commenced prior to the purchase of the first property in 2000. *See* Am. Compl. ¶ 11; 21. Since the original complaint was filed on December 15, 2015, Plaintiff's equitable accounting claim is barred by the statute of limitations.

Therefore, because the record is devoid of any material factual dispute regarding Count VI for equitable accounting, Defendants are entitled to final summary judgment on Count VI, as a matter of law.

Accordingly, it is **ORDERED AND ADJUDGED** that:

1. Defendants' Motion for Final Summary Judgment filed on May 12, 2023, is

GRANTED on all counts, for the reasons stated above and through the facts placed on the record and incorporated herein.

2. The Court retains jurisdiction for a determination of attorney's fees and costs pursuant to Florida Statute §768.79.

3. The Plaintiffs shall take nothing by this action, and Defendant, shall go hence without day.

[\[1\]](#) Plaintiff's Count V for Constructive Trust of the Amended Complaint was dismissed by the February 21, 2019 Court's Order on Defendant's Motion to Dismiss Amended Complaint or To Stay On The Basis Of International Comity ("Motion to Dismiss"). There, the Court granted, in part, Defendants' Motion to Dismiss dismissing the Amended Complaint as to Count V for Constructive Trust without prejudice, and denied Defendants' Motion to Dismiss otherwise. (DE. 71).

[\[2\]](#) On March 23, 2022, Plaintiff filed a Notice of Filing ("First Notice of Filing") documents in support of the Motion for Punitive Damages. (DE. 221). On June 7, 2022, Plaintiff filed an Amended Motion For Leave to Assert Claim for Punitive Damages ("Amended Motion for Punitive Damages"), including a proposal of its Second [Amended] Complaint. (DE. 231). On March 16, 2023, hours before the special set hearing scheduled before the Court, Plaintiff filed a new Notice of Filing ("Second Notice of Filing") documents in support of the Amended Motion for Punitive Damages, which included additional exhibits. (DE. 245). On March 28, 2023, Plaintiff filed an Amended Notice of Filing ("Third Notice of Filing") documents in support of the

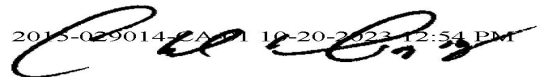
Amended Motion for Punitive Damages, which included twelve (12) exhibits. (DE. 247).

[3] Plaintiff alleges that the theft commenced in 1999 prior to the first purchase of the real estate on January 6, 2000. *See* Am. Com. ¶ 11.

[4] Plaintiff relies on the misrepresentation of these documents as purported evidence of theft, fraud, and deception. *See* Am. Compl. ¶¶ 21-24, 29, 30, 35-38, 40, and 41. Plaintiff further claims that Villafañe misappropriated the proceeds of the sales of the Properties and did not share them with Maradona. *See* Am. Compl. ¶¶ 26, 28, 43, and 45.

[5] Special set hearing on the Defendants' Motion for Order to Show Cause Why Plaintiff Should Not Be Held in Contempt of Court and For Sanctions.

DONE and **ORDERED** in Chambers at Miami-Dade County, Florida on this 20th day of October, 2023.


2015-029014-CA-01 10-20-2023 12:54 PM
2015-029014-CA-01 10-20-2023 12:54 PM
Hon. Carlos Lopez
CIRCUIT COURT JUDGE
Electronically Signed

Final Order as to All Parties SRS #: 12 (Other)

THE COURT DISMISSES THIS CASE AGAINST ANY PARTY NOT LISTED IN THIS
FINAL ORDER OR PREVIOUS ORDER(S). THIS CASE IS CLOSED AS TO ALL PARTIES.

Electronically Served:

Eduardo F Rodriguez, eddie@efrlawfirm.com
Eduardo F Rodriguez, efrlawfirm@gmail.com
Ibonne McClintock, imcclintock@mpalaw.com
Jalaine Garcia, jalaine318@gmail.com
Maria Paula Aguila, paguila@thempalawfirm.com
Maria Paula Aguila, mdreyfus@thempalawfirm.com
Monica Amador, amador@theMPAlawfirm.com
Monica Amador, amador@mpalaw.com
Monique N Reyes, monique@efrlawfirm.com

Physically Served:

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

ESTATE OF DIEGO ARMANDO
MARADONA, through Jana Maradona,
Diego Armando Maradona, Jr., and
Paola Alejandra Migueles, as
Joint Personal Representatives,
Plaintiff,

v.

Case No.

CLAUDIA ROSANA VILLAFANE, a 2015-029014-CA-01
foreign individual; GIAMAR 2207,
LLC, a Florida limited liability
company; GIAMET 2503, LLC, a
Florida limited liability
company; GIAMAR 1606, INC., a
Florida corporation; GIA DAL
MAR, CORP., a Florida
corporation; and DALMAR 0487,
LLC, a Florida limited liability
company,
Defendants.

<p style="text-align: right;">Page 2</p> <p>1 VIDEOCONFERENCE HEARING</p> <p>2 DATE: Wednesday, September 27, 2023</p> <p>3 TIME: 10:08 a.m.</p> <p>4 BEFORE: Honorable Carlos Lopez</p> <p>5 LOCATION: Remote Proceeding</p> <p>6 Miami, Florida 33169</p> <p>7 REPORTED BY: Kevin Klingenschmid, Notary Public</p> <p>8 JOB NO.: 6112470</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 4</p> <p>1 A P P E A R A N C E S (Cont'd)</p> <p>2 ON BEHALF OF DEFENDANT CLAUDIA ROSANA VILLAFANE, A</p> <p>3 FOREIGN INDIVIDUAL; GIAMAR 2207, LLC, a FLORIDA</p> <p>4 LIMITED LIABILITY COMPANY; GIAMET 2503, LLC, A FLORIDA</p> <p>5 LIMITED LIABILITY COMPANY; GIAMAR 1606, INC., A</p> <p>6 FLORIDA CORPORATION; GIA DAL MAR, CORP., A FLORIDA</p> <p>7 CORPORATION; AND DALMAR 0487, LLC, A FLORIDA LIMITED</p> <p>8 LIABILITY COMPANY:</p> <p>9 MONICA AMADOR, ESQUIRE (by videoconference)</p> <p>10 MPA Law Firm</p> <p>11 1395 Brickell Avenue, Suite 800</p> <p>12 Miami, Florida 33131</p> <p>13 amador@mpalaw.com</p> <p>14 (305) 200-8845</p> <p>15</p> <p>16 M. PAULA AGUILA, ESQUIRE (by videoconference)</p> <p>17 MPA Law Firm</p> <p>18 1395 Brickell Avenue, Suite 800</p> <p>19 Miami, Florida 33131</p> <p>20 paguila@mpalaw.com</p> <p>21 (305) 200-8845</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
<p style="text-align: right;">Page 3</p> <p>1 A P P E A R A N C E S</p> <p>2 ON BEHALF OF PLAINTIFF ESTATE OF DIEGO ARMANDO</p> <p>3 MARADONA, THROUGH JANA MARADONA, DIEGO ARMANDO</p> <p>4 MARADONA, JR., AND PAOLA ALEJANDRA MIGUELES, AS JOINT</p> <p>5 PERSONAL REPRESENTATIVES:</p> <p>6 EDUARDO "EDDIE" F. RODRIGUEZ, ESQUIRE (by</p> <p>7 videoconference)</p> <p>8 EFR Law Firm</p> <p>9 800 South Douglas Road, Suite 350</p> <p>10 Coral Gables, Florida 33134</p> <p>11 eddie@efrlawfirm.com</p> <p>12 (305) 978-9340</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 5</p> <p>1 I N D E X</p> <p>2</p> <p>3 E X H I B I T S</p> <p>4 NO. DESCRIPTION ID/EVD</p> <p>5 Plaintiff:</p> <p>6 (None marked.)</p> <p>7</p> <p>8 NO. DESCRIPTION ID/EVD</p> <p>9 Defendants:</p> <p>10 (None marked.)</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

<p style="text-align: right;">Page 6</p> <p>1 PROCEEDINGS</p> <p>2 THE COURT: -- Rosana Villafane.</p> <p>3 Appearances please.</p> <p>4 MR. RODRIGUEZ: Good morning, Your</p> <p>5 Honor. Eddie Rodriguez for the plaintiffs.</p> <p>6 MS. AMADOR: Good morning, Your Honor.</p> <p>7 Monica Amador for the defendants. And Paula Aguila is</p> <p>8 also present.</p> <p>9 MS. AGUILA: Good morning, Judge.</p> <p>10 THE COURT: Welcome. Okay. It's</p> <p>11 Defendants' motion for final summary judgment,</p> <p>12 Ms. Amador.</p> <p>13 MS. AMADOR: Yes, Your Honor. We're</p> <p>14 here, Your Honor, on Defendant's motion for final</p> <p>15 summary judgment. If I may share the screen, Your</p> <p>16 Honor?</p> <p>17 THE COURT: It's open.</p> <p>18 MS. AMADOR: Okay, Your Honor. As I</p> <p>19 said, we're here on Defendant's motion for final</p> <p>20 summary judgment. Before we go forward, Your Honor,</p> <p>21 with the legal arguments, I find it necessary --</p> <p>22 because, as Your Honor know, there's lengthy,</p> <p>23 expansive allegations here for nearly 24 years from</p> <p>24 today's date -- because the allegations commence in</p> <p>25 1999.</p>	<p style="text-align: right;">Page 8</p> <p>1 judgment and today's arguments, we are stipulating to</p> <p>2 a date of 2000 so that there's no potential dispute</p> <p>3 regarding that item.</p> <p>4 As Your Honor knows, we've had</p> <p>5 extensive motion practice before the Court and it is</p> <p>6 Ms. Villafane's position that this complaint was filed</p> <p>7 as a slander complaint, a harassment complaint against</p> <p>8 her after nearly 15 years that the parties were</p> <p>9 separated.</p> <p>10 So the separation occurred in 2000.</p> <p>11 The first purchase that they're claiming was funded</p> <p>12 through theft occurred in 2000 -- specifically,</p> <p>13 January 6th of 2000. So obviously any funds that were</p> <p>14 stolen for these initial purchases would have occurred</p> <p>15 prior to 2000. And I'll go through the allegations</p> <p>16 where they state this.</p> <p>17 There are allegations -- and I'll go</p> <p>18 through that too -- where they say, "well, prior to</p> <p>19 the divorce, while we were married and Mr. Maradona</p> <p>20 was in Cuba, she had a fraudulent scheme to defraud</p> <p>21 Mr. Maradona." At best, Your Honor, that would put</p> <p>22 the last date of the potential theft of 2003.</p> <p>23 So by Plaintiff's own allegations,</p> <p>24 theft commencing in 1999 would've expired statute of</p> <p>25 limitations, which is four years -- and I'm going to</p>
<p style="text-align: right;">Page 7</p> <p>1 In order for us to go forward with the</p> <p>2 legal arguments, it's necessary to establish the</p> <p>3 timeline of the allegations. Your Honor, before we go</p> <p>4 forward, I would also like to point that we provided</p> <p>5 with a Your Honor with a courtesy binder and the</p> <p>6 motion for --</p> <p>7 THE COURT: I go it.</p> <p>8 MS. AMADOR: Okay. The motion for</p> <p>9 summary judgment is Tab 2 and 3.</p> <p>10 THE COURT: And -- his response and</p> <p>11 your rebuttal to his response. I got all that, yeah.</p> <p>12 MS. AMADOR: Thank you, Your Honor. So</p> <p>13 before we go forward, Your Honor, I would like to take</p> <p>14 a moment to just really discuss the timeline of events</p> <p>15 leading to this case.</p> <p>16 Now, the allegations stem in the</p> <p>17 complaint -- and I'm going to go through it in</p> <p>18 detail -- from allegations of theft prior to 2000.</p> <p>19 The parties, Your Honor, married in</p> <p>20 1989 and separated by 2000. I would like to point the</p> <p>21 Court's attention that Ms. Villafane had testified</p> <p>22 that she believes that they were separated by 1998, as</p> <p>23 they were living separate lives, and Mr. Maradona in a</p> <p>24 declaration states 2000s.</p> <p>25 For purposes of our motion for summary</p>	<p style="text-align: right;">Page 9</p> <p>1 go through those arguments -- in 2004. On their best</p> <p>2 date, if Your Honor takes April 15th as the last</p> <p>3 date -- which again, there's neither allegations in</p> <p>4 the complaint, no record evidence -- that would be</p> <p>5 2007 -- the expiration of the four-year statute of</p> <p>6 limitations.</p> <p>7 Now, I'm going to discuss also a power</p> <p>8 of attorney. Plaintiffs point in their opposition to</p> <p>9 a power of attorney that was issued in 2005. Your</p> <p>10 Honor will see from Ms. Villafane's testimony that</p> <p>11 that power of attorney was issued because Mr. Maradona</p> <p>12 couldn't travel to the United States and may needed</p> <p>13 her assistance with business matters.</p> <p>14 Her testimony is clear that that power</p> <p>15 of attorney was never used, it was never presented to</p> <p>16 a bank, it was never used or presented to any third</p> <p>17 party. There are no allegations neither in the</p> <p>18 complaint or in the record that that power of attorney</p> <p>19 was used. And clearly it's nonsensical because if the</p> <p>20 theft occurred in 2000, a power of attorney given five</p> <p>21 years later could have never been used to purport a</p> <p>22 fraud or any theft.</p> <p>23 There's three other units, Your Honor,</p> <p>24 that were purchased from 2007 through 2009, but again,</p> <p>25 the allegations in the complaint continue to point to</p>

<p style="text-align: right;">Page 10</p> <p>1 the theft occurring in this timeframe. So it's 2 obvious that any theft would have occurred many years 3 prior to the purchases of the last unit in 2009. 4 Lastly, Your Honor, there's the MSA 5 that the parties into in 2013, which is the marital 6 settlement agreement. In Argentina, it's a two-step 7 process. The parties are divorced in 2003 and the 8 MSA, which is a marital settlement agreement of all 9 property that has not been divided, is entered years 10 later because it's two separate causes of action in 11 Argentina. 12 And lastly, Your Honor, the complaint 13 is filed on December 15th of 2015, 15 years after the 14 allegations of theft. And at that point there's a 15 series of four complaints filed internationally 16 against Ms. Villafane in a complete harassment scheme 17 against her. 18 So now that we've established the 19 timeline, Your Honor, the motion for summary judgment 20 is based on three legal theories -- or three arguments 21 that I'm going to go through with the Court. 22 The first one is the statute of 23 limitations -- that it bars all actions under the 24 statute of limitations. And Your Honor will hear and 25 I'll go through various arguments that they make</p>	<p style="text-align: right;">Page 12</p> <p>1 states "Upon information and belief, Defendant 2 Villafane caused funds in accounts belonging to 3 Plaintiff to be transferred to Defendant Villafane's 4 own accounts and/or directly to complete the 5 various ... transactions." 6 So their position in the complaint is 7 that this money was taken from bank accounts belonging 8 to Plaintiff, transferred directly to Ms. Villafane to 9 purchase the properties. As we just saw in the 10 timeline, that would put -- again -- the date of theft 11 before January 6 of 2000. Right? Because if she 12 purchased this property in 2000 with these funds then 13 she must've stolen the money at least December of 14 1999, pursuant to their own allegations. 15 Further -- this is paragraph 19 -- "It 16 is clear that Defendant Villafane viewed the 17 separation of the parties and the forthcoming divorce 18 as an opportunity to raid Plaintiff's fortune ... upon 19 information and belief, comment [sic] transferring 20 funds from Plaintiff's accounts to accounts not 21 belonging to Plaintiff." 22 So again, they focus a theft from his 23 account to her account. And it's important to note 24 that they're saying that this entire scheme occurred 25 before the divorce, during the forthcoming divorce</p>
<p style="text-align: right;">Page 11</p> <p>1 regarding the tolling of the statue [sic] of 2 limitation, which is inapplicable and expired even 3 under that argument under the state of Florida. 4 The second argument for summary 5 judgment which I'll go through with Your Honor is that 6 there is no material dispute whatsoever because 7 there's no facts on the record. 8 And part three of the summary judgment 9 argument is that the pleadings are insufficient. Not 10 only are there no material disputes but as pled, this 11 is a cause of action that cannot be submitted to a 12 jury because it's not properly pled. 13 So we'll start, Your Honor, by the 14 statute of limitations. The operative complaint was 15 filed on November 26, 2018. I point the Court's 16 attention that there were not an amended complaint but 17 there was an order from the Court, striking any 18 reference to a financial audit. 19 So that operative complaint is not 20 amended but there's obviously an order from the Court 21 striking that reference should not be considered on 22 the motion for summary judgment. 23 Now, this is paragraph 18. So this is 24 Plaintiff's allegation as to the theft. And it's 25 important to point out that, one, their complaint</p>	<p style="text-align: right;">Page 13</p> <p>1 when he was gone. 2 So again, at their best day it would be 3 prior to 2003, but from their own allegations, they're 4 saying that these properties she purchased, she got 5 with stolen money, which would place the theft prior 6 to 2000. 7 Now, this is -- excuse me one second. 8 Yes. I went through this one -- Plaintiff's 9 allegation of theft -- 18 and 19. Okay. 10 Paragraph 49. "The very timing of 11 Defendants' fraudulent ... scheme, when Plaintiff was 12 undergoing well-publicized personal problems ... 13 residing in Cuba for rehabilitation, was intended to 14 conceal ... the first real estate transaction 15 identified above took place in January [of] 2000, 16 after Plaintiff have [sic] left Argentina to Cuba, and 17 the transactions ... occurred on March 10th [sic], 18 March [sic]" -- those are the transaction I just 19 showed Your Honor. February 2001 and 2002 -- 20 "occurred while Plaintiff was residing in Cuba and the 21 parties were still married." 22 So they point that it had to have 23 occurred prior to 2000 and at most by 2002 because her 24 entire scheme happened while he was in Cuba, seeking 25 treatment for his drug addiction and his extramarital</p>

<p style="text-align: right;">Page 14</p> <p>1 relationships.</p> <p>2 And I point Your Honor that in the</p> <p>3 opposition, they make various comments that should be</p> <p>4 stricken from the Court regarding Mr. Maradona laying</p> <p>5 on his deathbed, but it's very publicized and it's in</p> <p>6 Ms. Villafane's deposition that during that time, he</p> <p>7 was seeking rehabilitation for drug addiction and</p> <p>8 fathered two children outside of the marriage. There</p> <p>9 is no indication that he was on his deathbed during</p> <p>10 this timeframe.</p> <p>11 Now, let's look at the statute of</p> <p>12 limitations in the state of Florida. The state of</p> <p>13 Florida has a four-year statute of limitations for</p> <p>14 their causes of action -- it's Florida Statute 9511.</p> <p>15 Now, it says a cause of action accrues when the last</p> <p>16 element constituting the cause of action occurs.</p> <p>17 Now, I point specific to the Kipnis</p> <p>18 case. This, Your Honor, is -- give me one second --</p> <p>19 this is Tab No. 25 in the binder. And what the case</p> <p>20 basically says is that the cause of action begins to</p> <p>21 run when the injury is sustained and the law affords a</p> <p>22 remedy.</p> <p>23 So in this case, the statute of</p> <p>24 limitations would run at the taking -- when the</p> <p>25 alleged theft occurred, which by their own admission</p>	<p style="text-align: right;">Page 16</p> <p>1 deed stating single versus married.</p> <p>2 None of those items -- neither the</p> <p>3 MSJ [sic] 13 years later or the description of single</p> <p>4 versus married on a deed -- were fraudulent</p> <p>5 misrepresentations to Mr. Maradona that would result</p> <p>6 in him not investigating the theft. So in order to</p> <p>7 toll it, it would've have been related to the theft</p> <p>8 itself -- why this money was missing and where it</p> <p>9 went.</p> <p>10 Specifically, Your Honor, what Florida</p> <p>11 says is that an action founded on fraud must begin</p> <p>12 within four years. In any event, if it's based on</p> <p>13 fraud itself, it must begin within 12 years.</p> <p>14 So the second argument is that, first,</p> <p>15 we don't believe there's any record evidence of</p> <p>16 tolling or misrepresentation, but even if there was,</p> <p>17 Your Honor, Florida has a cap that's a hard stop at</p> <p>18 12 years for any allegations of fraud.</p> <p>19 So even if there were allegations of</p> <p>20 fraud, it would be a 12-year stop. And if Your Honor</p> <p>21 takes their own argument that the theft occurred prior</p> <p>22 to 2000, that would be 2012. If Your Honor looks at</p> <p>23 it in the best light and says, "well it could've been</p> <p>24 by 2013," they would've had to file this case by</p> <p>25 April 15th of 2015 and this case was filed in</p>
<p style="text-align: right;">Page 15</p> <p>1 must've occurred in 1999 for the first purchases or at</p> <p>2 best by 2003.</p> <p>3 Now, let me speak about the alleged</p> <p>4 tolling. They spent quite some time in their</p> <p>5 opposition, which we will discuss, alleging that</p> <p>6 there's tolling of the statute of limitations. First</p> <p>7 of all, under the state of Florida, tolling is only</p> <p>8 relevant to allegations of fraud, meaning that there</p> <p>9 is concealment around the theft itself.</p> <p>10 Therefore what they would have to have</p> <p>11 put forward for Your Honor to consider is in 1999 or</p> <p>12 2000 or 2001 or 2002, Ms. Villafane concealed her</p> <p>13 theft by, for example, transferring money to</p> <p>14 third-party corporations or transferring money alleged</p> <p>15 to have been paid for debt.</p> <p>16 So in other words, the alleged fraud or</p> <p>17 misrepresentation, which it's devoid in the entire</p> <p>18 complaint of any allegations whatsoever of statements</p> <p>19 she made -- but even if Your Honor will consider any</p> <p>20 tolling of the statute of limitations, it had to have</p> <p>21 been with misrepresentations regarding the theft.</p> <p>22 What Plaintiff is relying on is</p> <p>23 nondisclosure in 2013 -- 13 years later -- or the</p> <p>24 potential deed, which I'll discuss at length -- Your</p> <p>25 Honor heard arguments regarding this prior -- of the</p>	<p style="text-align: right;">Page 17</p> <p>1 December.</p> <p>2 Again, our position is that there is no</p> <p>3 record evidence that any theft occurred whatsoever,</p> <p>4 but even if it did occur, it would be completely</p> <p>5 barred by either the four-year statute of limitations</p> <p>6 or if Your Honor believes that there's record evidence</p> <p>7 of tolling, which there is not, based on what we've</p> <p>8 reviewed as not in any of the record evidence before</p> <p>9 the Court, that would still be a hard no in 2012 --</p> <p>10 this case should've been filed.</p> <p>11 Give me one second. Okay. And again,</p> <p>12 Your Honor, this is just a timeline of what I</p> <p>13 discussed. This is the separation. This is the first</p> <p>14 purchases. This is the statute of limitations.</p> <p>15 There's no way that this, under any -- honestly and</p> <p>16 under any jurisdiction in the United States could this</p> <p>17 case have been filed 15 years later.</p> <p>18 I'm going to move Your Honor to part</p> <p>19 two. So the second argument that we make for a motion</p> <p>20 for summary judgment is that there's no material</p> <p>21 dispute. So not only are the cases barred by the</p> <p>22 affirmative defenses of statute of limitation, but</p> <p>23 there is no material dispute because there are no</p> <p>24 facts on the record.</p> <p>25 In order for there to be facts on the</p>

<p style="text-align: right;">Page 18</p> <p>1 record sufficient for a material dispute, the facts 2 have to support the actual elements of the causes of 3 action. So as Your Honor knows, obviously Florida 4 adopted the federal rule regarding summary judgment. 5 And what that rule says is that a summary judgment 6 should be granted when the record shows that there is 7 no genuine dispute as to material facts. 8 And what the Court is looking at to 9 evaluate is what is a material fact -- it's a fact -- 10 a sufficient showing of an essential element of the 11 cause of action which Plaintiff has the burden of 12 proof. 13 So in other words, it's not any fact. 14 It's what are the facts that are necessary to support 15 the cause of action, which in this case would be the 16 theft, the transfer, the date of theft, the manner in 17 which it occurred. What are those facts? Are they on 18 the record and are they disputed? 19 And based on what Your Honor has in 20 front of you today, there are zero facts on the 21 record, much less any material facts that are 22 disputed. 23 I point the Court's attention to the 24 Walker case, which is a federal case that is citing 25 the Supreme Court case, which basically says that what</p>	<p style="text-align: right;">Page 20</p> <p>1 above, some of which I just went through with Your 2 Honor. So "thereforth" for their unjust enrichment, 3 they're using the same timeline. They're 4 incorporating the date of prior-to-2000 and to this 5 cause of action. 6 And what they say is that this a cause 7 of action for unjust enrichment. "Plaintiff conferred 8 a benefit upon [the] Defendant [sic] in the form of 9 millions of dollars misappropriated by Defendant 10 Villafane." Defendant voluntarily accepted that 11 benefit and retained it and it would be inequitable 12 for her to keep it. 13 So what would need to be in evidence 14 for there to be material dispute as to unjust 15 enrichment? Well there would have to be proof that a 16 benefit was conferred on Ms. Villafane; that she knew 17 of that benefit; and that she retained it. The 18 elements of unjust enrichment is conferral of a 19 benefit, voluntarily accepted, and it would be an 20 equitable to accept it. 21 First of all, there's no allegations 22 whatsoever to substantiate the claim because there's 23 nothing in the complaint that says that it was 24 conferred on her, but there's no record evidence -- 25 there could never be a material dispute because Your</p>
<p style="text-align: right;">Page 19</p> <p>1 the court is really looking at on a motion for summary 2 judgment is that the mere scintilla of evidence 3 supporting the "nonmoving's" party's position will not 4 suffice. 5 There must be enough of a showing that 6 a jury could reasonably find for that party. So in 7 other words, is there a material dispute? And is 8 there enough on this record that this could be 9 submitted to a jury? 10 And what Your Honor has, it's a record 11 that says, "we're owed millions of dollars" -- and 12 I'll go through to their demand for millions of 13 dollars -- "but we don't know where it came from, we 14 don't know how it happened, and we just believed it 15 happened because Ms. Villafane couldn't possibly have 16 any money on her own." 17 It's also a prehistoric argument. "My 18 ex-wife must've stolen my money because she could not 19 make any money of her own." So basically what 20 Mr. Maradona's declaration says, which I'll go through 21 in a moment. 22 Give me one second, Your Honor. Okay. 23 Okay. So we're going to start with Count I. This is 24 Unjust Enrichment. I point to the Court's 25 intention [sic] that they incorporate the allegations</p>	<p style="text-align: right;">Page 21</p> <p>1 Honor has zero record evidence that any benefit was 2 conferred on her, not only millions of dollars that 3 were conferred on her. 4 Unjust enrichment, Your Honor, fails 5 because the materials elements -- the material facts 6 that Your Honor would be looking for on the record -- 7 would be evidence of possession of funds. There's no 8 evidence that Mr. Maradona possessed these funds in 9 2000. The funds have to be identified. There's no 10 identification of funds. 11 Your Honor would have to use a bank 12 account. By their own admission, money was 13 transferred from his account. There's no 14 identification of one bank account, no bank accounts 15 were exchanged in discovery, none are produced to the 16 Court. 17 The amounts have not been identified, 18 Your Honor. The manner of transfer or the date of 19 transfer, these would be facts that would have to be 20 on the record in order for them to be materially under 21 dispute and there's none. 22 Count II, Your Honor, is Breach of 23 Fiduciary Duty. And again, they incorporate the same 24 allegations, which means they're asserting that the 25 breach of the fiduciary duty occurred prior to 2000 or</p>

<p style="text-align: right;">Page 22</p> <p>1 at best by 2003.</p> <p>2 What they state is that this is an</p> <p>3 action for fiduciary duty. "At all material times,</p> <p>4 Defendant Villafane owed a fiduciary duty to Plaintiff</p> <p>5 to refrain from misappropriating his funds, which he</p> <p>6 entrusted her to manage."</p> <p>7 "As a fiduciary, Ms. Villafane [sic]</p> <p>8 held a position of trust and confidence ... owed [to]</p> <p>9 Plaintiff a duty of care to maintain and preserve his</p> <p>10 wealth and refrain from misappropriating [the</p> <p>11 wealth]."</p> <p>12 "Defendant ... breached her ... duty to</p> <p>13 Plaintiff by, among other things, misappropriating" --</p> <p>14 again -- "millions of dollars ... [and] investing</p> <p>15 [it] ... in real estate [in her own name]." So what</p> <p>16 this doesn't have is what was the actual fiduciary</p> <p>17 duty, what was the parameters of the fiduciary duty,</p> <p>18 what were the amounts that were alleged to be stolen</p> <p>19 that were a breach of the fiduciary duty.</p> <p>20 So under the state of Florida, the</p> <p>21 elements of fiduciary are existence of a duty itself,</p> <p>22 breach of that duty, and damages that are directly</p> <p>23 related to that breach.</p> <p>24 But most importantly, I point to a</p> <p>25 Florida Third DCA case -- the Abitbol case. And I</p>	<p style="text-align: right;">Page 24</p> <p>1 Breach of fiduciary duty fails</p> <p>2 completely. There are no material allegations. The</p> <p>3 count in the complaint, as Your Honor just reviewed</p> <p>4 through the allegations and factual allegations,</p> <p>5 claimed that the breach occurred in 2000. There is no</p> <p>6 allegation of fiduciary duty or agreement in 2000.</p> <p>7 There are none in the complaint and there are none in</p> <p>8 the record before Your Honor.</p> <p>9 There is zero evidence of allegation of</p> <p>10 transfer of funds prior to the power of attorney. And</p> <p>11 this is important because in their opposition,</p> <p>12 Plaintiff points, "well the power of attorney proves</p> <p>13 fiduciary duty."</p> <p>14 First of all, that's insufficient under</p> <p>15 Florida law. A general power of attorney is not the</p> <p>16 parameters of a fiduciary agreement, but either way,</p> <p>17 it's completely nonsensical because their allegations</p> <p>18 say that she "stoled" millions of dollars from his</p> <p>19 bank accounts prior to 2000 or at best by 2003.</p> <p>20 So there is no way that a general power</p> <p>21 of attorney in 2005 -- five years after the events</p> <p>22 occurred -- could have been the basis of a fiduciary</p> <p>23 duty. It doesn't make any sense.</p> <p>24 And in addition to that, she testified</p> <p>25 to it. Your Honor only has one record. And she said,</p>
<p style="text-align: right;">Page 23</p> <p>1 believe that's Tab 3, Your Honor. And what's most</p> <p>2 important is that in the state of Florida, there can</p> <p>3 be no breach of fiduciary duty, there can be no tort</p> <p>4 actions against spouses for misappropriation of funds.</p> <p>5 Where there is no specific transaction</p> <p>6 or agreement between spouses, the dissolution of a</p> <p>7 marriage statute provides the exclusive remedy, where</p> <p>8 one spouse has intentionally "dissipated" marital</p> <p>9 property.</p> <p>10 Therefore -- and it makes sense because</p> <p>11 if not, every divorce in the state of Florida would</p> <p>12 have a tort action -- that unless there is an actual</p> <p>13 agreement that says, "this is the parameters that my</p> <p>14 spouse had to do -- that she had to run my business,</p> <p>15 she had to deal with my fundraising, she had to handle</p> <p>16 my athletic gear" -- whatever the allegations are from</p> <p>17 Mr. Maradona -- there would've had to be an actual</p> <p>18 agreement either in writing or evidenced through</p> <p>19 circumstantial evidence and factual support that</p> <p>20 established what were the parameters of her fiduciary</p> <p>21 duty outside of the confidential relationship of</p> <p>22 marriage.</p> <p>23 Florida law does not recognize any tort</p> <p>24 for breach of fiduciary duty based on "dissipation"</p> <p>25 of marital assets.</p>	<p style="text-align: right;">Page 25</p> <p>1 as I said earlier, "this was his suggestion because he</p> <p>2 couldn't fly to Florida. It was after our divorce and</p> <p>3 I never used it." There's no evidence on the record</p> <p>4 that she used it in any capacity.</p> <p>5 So despite the fact that it's a</p> <p>6 nonsensical argument because it cannot predate the</p> <p>7 alleged fiduciary duty, the only evidence before the</p> <p>8 Court is that it was never used. There's nothing</p> <p>9 further. There's no record evidence that that was</p> <p>10 ever used.</p> <p>11 Conversion, Your Honor. This is</p> <p>12 Count III for Conversion. Again, they reiterate the</p> <p>13 same paragraph -- meaning that the conversion occurred</p> <p>14 prior 2000 or at best by 2003. "This is an action for</p> <p>15 conversion."</p> <p>16 "On multiple occasion [sic], Plaintiff</p> <p>17 has, in writing or otherwise, demanded ... Defendant</p> <p>18 Villafane return ... millions of dollars [that] she</p> <p>19 misappropriated."</p> <p>20 "Upon Plaintiff's [sic] demand [sic]</p> <p>21 the return of the [sic] funds, Defendant ... had no</p> <p>22 legal ... right to it [sic]." So she never returned</p> <p>23 the money.</p> <p>24 "Despite this [sic] demands, Defendant</p> <p>25 Villafane has refused and [sic] failed to return</p>

<p style="text-align: right;">Page 26</p> <p>1 the [sic] funds." 2 "As a result of this [a] wrongful 3 'deparation' [sic] of his property, Plaintiff has 4 sustained damages." That is the totality of their 5 allegations on conversion, along with the general 6 allegations that we discussed earlier. 7 It doesn't identify what was the 8 property converted, in what manner the property was 9 converted, when or the amount, besides their general 10 statement that millions of dollars were converted. 11 In the state of Florida, the elements 12 for conversion are wrongful dominion of another's 13 property inconsistent with their ownership. What is 14 pivotal to this entire argument is that money can only 15 be the basis for conversion -- and this is money can 16 be the subject of conversion so long as it's 17 consistent with specific money capable of 18 identification. 19 To be proper subject of conversion, 20 there must be an obligation to keep intact or deliver 21 the specific money in question. Money that must be 22 identified. So under the state of Florida, in order 23 for there to be conversion of money -- that's not 24 property -- it needs to be money that is identifiable, 25 that is kept in the hands of the individual for a</p>	<p style="text-align: right;">Page 28</p> <p>1 a confidential ... fiduciary relationship" -- well 2 we've already discussed that that's not true because 3 there's no agreement and Florida doesn't recognize 4 this -- "whereby Defendant Villafane owed a duty to 5 Plaintiff to exercise care with respect to ... 6 handling ... his finances." 7 "Defendant Villafane abused her 8 confidential relationship with Plaintiff by, among 9 other things, misappropriating" -- again -- "millions 10 of dollars and [sic] funds for her personal use." 11 "As a result ... Defendant 12 Villafane [sic] abused [sic] ... her confidential or 13 fiduciary relationship." 14 "It would be inequitable for her [sic] 15 to retain [this profit]." The elements of 16 constructive fraud are -- constructive fraud 17 "occurred" when a duty under a confidential or 18 fiduciary relationship have been abuse. And this is 19 the Levy v. Levy case. It's a Third DCA case, 20 which -- and I point because the Levy v. Levy case is 21 citing to a Fifth DCA case -- Beers v. Beers. 22 And what this case says is but there is 23 simply tort claim for constructive fraud for concealed 24 "dissipation" of marital assets because it 25 joints [sic] the same theory that the only remedy for</p>
<p style="text-align: right;">Page 27</p> <p>1 specific purpose, that is not comingled. 2 Your Honor has no facts -- therefore no 3 material dispute -- about what the money was. There's 4 not even one account identified. The amounts are not 5 identified. It fails completely. There's no material 6 dispute as to conversion. 7 As Your Honor is viewing, we've listed 8 everything that's pending and would be a material fact 9 for this count, which is evidence that Mr. Maradona 10 possessed the funds. You can't have conversion unless 11 you identify, "I had this money sitting in this 12 account, segregated, not comingled prior to 2000." 13 It was transferred to Ms. Villafane in 14 some manner or through a third party. What are the 15 amounts that are alleged to be taken? What are the 16 dates and the manner? Therefore conversion fails, as 17 there are no facts in evidence for Your Honor to even 18 consider if there's a material dispute. 19 Count IV, Your Honor, is Constructive 20 Fraud. And this goes hand in hand with the fiduciary 21 duty -- that is not allowed in the state of Florida, 22 but let's look at their allegations. Again they 23 incorporate same allegations. So we're looking at the 24 same dates -- prior to 2000 or at best by 2003. 25 "Defendant Villafane and Plaintiff had</p>	<p style="text-align: right;">Page 29</p> <p>1 "dissipation" of marital assets is the marital 2 statue [sic]. 3 There is no recognition of a fiduciary 4 duty, a confidential relationship, or constructive 5 fraud in the state of Florida for "dissipation" of 6 marital assets unless there is a separate agreement, 7 which I reviewed the case law in that just a few 8 minutes ago. 9 There would have to be a separate 10 agreement. And if there is no agreement, there has to 11 be facts in the record, circumstantial events [sic], 12 or testimony that would indicate what is her scope 13 outside her personal relationship with her husband? 14 What is her scope? What was she supposed to be doing 15 and how was this breached? 16 This element completely fails, Your 17 Honor, because the material facts that Your Honor 18 would be looking at would be is there an agreement, 19 what's the scope of that agreement, what were the 20 funds that were taken, how was it breached, from what 21 account, in what manner, and what are the amounts? 22 And none of this is in the record for 23 Your Honor to consider if there even is a material 24 dispute. 25 Lastly, Your Honor, and in the</p>

<p style="text-align: right;">Page 30</p> <p>1 alternative, they move for equitable accounting. And 2 this is -- again -- same dates. They infer that it's 3 the same dates. They want an equitable accounting of 4 all her accounts, in the alternative. 5 This is only allowed in the state of 6 Florida if the actual damages are insufficient. They 7 have to prove in the state of Florida that there's a 8 confidential relationship of a complex nature. They 9 don't allege this in the complaint. It is not argued 10 in any manner. 11 These are the elements of equitable 12 accounting. The parties shared a fiduciary 13 relationship or that the questioned transaction are 14 complex. So first of all, we've already established 15 that there are no allegations of a fiduciary 16 relationship. There's no scope. There's no 17 agreement. 18 But there's no record evidence of a 19 complex transaction or complex transactions in an 20 account when we don't even have a bank account. Your 21 Honor does not have in the record any bank accounts, 22 any proof of a complex transaction, any proof that 23 there's a complexity in her managing of his accounts 24 because there's zero evidence that she ever managed 25 anything for him outside of her relationship as his</p>	<p style="text-align: right;">Page 32</p> <p>1 We don't have any record before Your 2 Honor that would indicate that there's a theft then 3 there's no way this case could ever be submitted for a 4 jury. No reasonable jury could ever decide on the 5 merits of this case. The record is devoid of any 6 material facts needed to support the causes of action 7 and the allegations are not contained in the 8 complaint. 9 There's no material facts to support 10 Maradona held the funds, Your Honor -- of liquid funds 11 to make these purchases prior to 2000. No material 12 facts to support the funds were ever transferred to 13 Villafane in any way. 14 No material facts to support that 15 regarding -- there are no material facts to support 16 the dates that the funds were stolen and no material 17 facts to support the manner in which the funds were 18 stolen. And we don't even know the amounts. 19 So not only are there no material 20 facts, but none of these facts are pled. They're not 21 pled anywhere in the complaint. It is an 22 impossibility for this case to proceed on the merits 23 on these causes of action as alleged. 24 Now, instead, Plaintiff provides the 25 Court with what they consider to be record evidence,</p>
<p style="text-align: right;">Page 31</p> <p>1 wife. 2 So equitable accounting, Your Honor, 3 fails on all counts because the basic fact that Your 4 Honor would need in the record to evaluate a material 5 dispute do not exist. They're not part of the record. 6 Lastly, Your Honor, I'm moving to the 7 third argument. Now, our third basis for a motion for 8 summary judgment is that the pleadings are 9 insufficient. And this goes hand in hand with what I 10 just argued before the Court that there's no material 11 dispute, but in addition to the no material dispute, 12 as they're pled, they're insufficient under Florida 13 law. 14 There's zero evidence of theft in which 15 a jury can reasonably find for Plaintiff. And this is 16 the Walker case. It's a federal case. It's an 17 Eleventh Circuit case. And it's perfect. It's a good 18 example because it's based on a summary judgment. 19 And what the court reasoned in that 20 case is that even though there's a factual dispute -- 21 in that case there's a factual dispute, because 22 there's no actual evidence of the theft on the record, 23 it's an impossibility for this to be submitted to a 24 jury. There's no material dispute, just like in this 25 case.</p>	<p style="text-align: right;">Page 33</p> <p>1 which Defendants' position is that it's insufficient 2 and inadmissible. There is no factual evidence to 3 support this case. 4 Now, one of the things that Plaintiff 5 points to in their opposition is Maradona's 6 declaration. And I point to the Court that his 7 deposition was never taken because of continued 8 objections from Plaintiff to take the deposition. So 9 we do not have the benefit of his deposition. We have 10 to rely on two declarations that he previously 11 provided on other motions to the Court. 12 But this is their record for the Court. 13 "It appears that Claudia may have diverted payments 14 under contracts she entered into on my behalf." So 15 conspiracy theory number one is not, "money came out 16 of my bank account and it was millions of dollars and 17 she told me X, Y, and Z to conceal it." 18 He says in his declaration she "may 19 have diverted payments on accounts [sic] on my behalf 20 to ... outside of Argentina to [sic] the United States 21 or [she] may have misappropriated funds from bank 22 accounts held outside of Argentina." 23 This is the most important point. 24 "Ultimately, only Claudia knows where she obtained the 25 funds ... to perpetrate her fraud." There is no</p>

<p style="text-align: right;">Page 34</p> <p>1 indication those funds were obtained from the accounts 2 identified.</p> <p>3 So not only does he say that, "I have 4 no idea." This is the argument. "I have no idea how 5 it happened. It could've been this theory or that 6 theory, but I have no proof that it came from my 7 accounts."</p> <p>8 So as Your Honor reviewed earlier, 9 that's the basis of the complaint. The complaint 10 says, "millions of dollars were stolen from my 11 accounts, diverted to her accounts." And his 12 declaration says, "I have no idea how this happened. 13 Only she knows. And I know it didn't come from my 14 accounts."</p> <p>15 And it's important because they point 16 to Ms. Villafane's deposition. Ms. Villafane's 17 deposition, which is part of the record -- Your Honor 18 will review it. She says, "no. Yeah." She knows how 19 she spend the money. She says, "I paid for these 20 transactions from my personal money, through money 21 that I worked, and through money that my family gave 22 me. And I financed it."</p> <p>23 That is the only facts on the record 24 because this is not a fact. This is a speculation and 25 an affirmation that the money did not come from his</p>	<p style="text-align: right;">Page 36</p> <p>1 it should not be considered by the Court today on 2 weighing the record on the motion for summary 3 judgment.</p> <p>4 Okay. I want to address the issue of 5 the public records. Previous to the opposition, they 6 relied heavily on a financial audit, which we now know 7 never occurred, and no financial records. They now 8 identify in their opposition that it was actually the 9 public record search and the deeds that first resulted 10 in Mr. Maradona discovering this alleged fraud.</p> <p>11 But we would like to point the Court's 12 attention that there was significant arguments on this 13 point. And Your Honor made findings regarding the 14 deeds. Previously, there was a motion to amend for 15 punitive damages. Your Honor entered an order denying 16 the motion to amend and made various findings on the 17 record regarding the deeds.</p> <p>18 This is Your Honor's order. "While 19 Plaintiff [sic] heavily 'relieds' on the deeds and 20 mortgage as a basis for punitive damages, Villafane's 21 erroneous civil status in the purchase documents is 22 not relevant to the allegations [sic] [or] causes of 23 action [sic] -- which all stem from allegations of 24 theft.</p> <p>25 What is relevant is that [sic] she used</p>
<p style="text-align: right;">Page 35</p> <p>1 account.</p> <p>2 Next, they point to the so-called 3 public record. And I'll explain that on the next 4 slide, but I would like to point to the Court's 5 attention that under the Florida Rules of Civil 6 Procedure regarding summary judgment, no personal -- 7 affidavits must be on personal knowledge, not 8 speculation.</p> <p>9 And it is well-established that 10 affidavits such as those presented, if they're based 11 on speculation or summaries, they're inadmissible to a 12 jury. And if it's inadmissible to a jury, it's 13 inadmissible in a motion for summary judgment.</p> <p>14 Mr. Maradona's declarations are based 15 on speculation. They're also based, Your Honor -- and 16 it should be stricken -- on his comments that he 17 relied on Morla's financial audit, which Your Honor 18 has struck, to discover this fraud. So he is basing 19 his knowledge on hearsay from an individual that Your 20 Honor has found never conducted a financial audit.</p> <p>21 And the other portion of his 22 declaration says, "I think this is what may have 23 happened." This is not personal knowledge. This is 24 not evidence. This is not something that a jury would 25 ever hear. There would be a hearsay objection. And</p>	<p style="text-align: right;">Page 37</p> <p>1 marital assets or nonmarital assets and this cannot be 2 inferred from a [sic] real estate transactions, as the 3 record is devoid of any financial documents 4 evidencing ... funds [which] were ever in Maradona's 5 possession or any potential theft by Villafane."</p> <p>6 And this was Your Honor's finding 7 regarding whether there was sufficient evidence for a 8 motion for punitive damages. This was briefed 9 extensively and argued before the Court and this was 10 Your Honor's finding on the motion for punitive 11 damages, which addresses the arguments of this alleged 12 fraud around the deeds.</p> <p>13 It's really nonsensical because the 14 only way that you could toll a statute of limitations 15 is if the person relied on the fraud. In other words, 16 if when she bought that, she gave him the deed and 17 said, "look, it says single. I bought this with my 18 money. I bought this with money from my career."</p> <p>19 That would be a misrepresentation that 20 he relied on to not investigate the fraud, but the 21 fact that there's a misstatement about her marital 22 status while she's separated in a public record could 23 never be sufficient to toll a statute of limitations 24 in the state of Florida.</p> <p>25 The next argument that Plaintiff makes</p>

<p style="text-align: right;">Page 38</p> <p>1 is the MSA. And this is going to be very brief, Your 2 Honor, because we believe it speaks for itself, but 3 they point to the fact that the potential 4 nondisclosure of the properties is a breach of the 5 MSA.</p> <p>6 First of all, those are two separate 7 arguments. If there is a nondisclosure of a property, 8 that's a breach of a marital settlement agreement. 9 The nondisclosure of property could never equate theft 10 13 years before.</p> <p>11 Second of all, there's a remedy for 12 that. There's breach of the marital settlement 13 agreement in Argentina. They haven't done that. They 14 abided by the agreement. They haven't sought to 15 reverse the agreement. There's no indication that 16 this is an invalid agreement. They were both 17 represented by counsel. It was approved by the 18 foreign court. It is valid and enforceable.</p> <p>19 Additionally, Your Honor, I would like 20 to point -- which is one of our affirmative defenses 21 and raised in the motion for summary judgment -- that 22 the MSA specifically states Maradona and Villafane 23 expressly waive the right to make a claim with regard 24 to the settlement and allocating of assets 25 compromising the community property.</p>	<p style="text-align: right;">Page 40</p> <p>1 attempt to perpetuate a breach of the agreement as 2 circumstantial evidence in this case. It's an 3 absurdity.</p> <p>4 Okay. Your Honor, in closing on the 5 motion for summary judgment, what Your Honor has to 6 evaluate is what is the record evidence. Is that 7 record evidence material facts that support the causes 8 of action? And we've established that it is not. 9 This is a case that the foundation of the entire case 10 is theft.</p> <p>11 It is nonsensical that after eight 12 years of litigation, Your Honor does not have before 13 him that evidence that Maradona held the money. Your 14 Honor does not have one proof of transfer to 15 Villafane. Your Honor does not have the actual date 16 that millions of dollar were stolen from him. They 17 have no idea the date of when. Your Honor does not 18 have the amounts of the money.</p> <p>19 These are the facts that should be on 20 the record, which then Your Honor can evaluate, "well 21 there's material disputes." There are none. There's 22 no material disputes here. They should be granted as 23 a matter of law.</p> <p>24 In closing, Your Honor, we ask that 25 Your Honor grant the motion for summary judgment on</p>
<p style="text-align: right;">Page 39</p> <p>1 And they declared they have been 2 completely compensated between themselves with regard 3 to potential differences that may exist with regard to 4 the assets allocated to each. And this is the MSA 5 Part III. It starts at Tab 3, Your Honor.</p> <p>6 Further, MSA states -- and this is the 7 main portion -- "The parties as a whole declare that 8 the aforementioned assets have been the only ones 9 compromising [sic] the undivided assets of husband and 10 wife and that [the] others that could have [been] 11 compromised [sic] ... have been divested as a whole 12 and ... price received in halves."</p> <p>13 So they acknowledge in the actual MSA 14 that they're claiming is the so-called nondisclosure 15 that these people had been living separate lives for 16 13 years. Mr. Maradona had three children and a 17 separate relationship. They each had separate 18 accounts, their own money. And certainly anything 19 that they did not acknowledge they admit had already 20 been divided.</p> <p>21 So there is absolutely no initial [sic] 22 of any concealment from Ms. Villafane whatsoever in 23 this agreement. And if they think that they she 24 breached the agreement, they need to go to Argentina 25 and file a breach of this agreement. They can't</p>	<p style="text-align: right;">Page 41</p> <p>1 all counts on three bases. It is barred by the 2 statute of limitations. There is no material dispute. 3 And every cause of action is insufficient as pled. 4 Thank you, Your Honor.</p> <p>5 THE COURT: Thank you, Ms. Amador. 6 Reply, Mr. Rodriguez?</p> <p>7 MR. RODRIGUEZ: Good morning, Your 8 Honor.</p> <p>9 THE COURT: You need a break before we 10 start? You okay?</p> <p>11 MR. RODRIGUEZ: I'm fine, Your Honor.</p> <p>12 THE COURT: Okay.</p> <p>13 MR. RODRIGUEZ: Thank you.</p> <p>14 THE COURT: Go ahead. Go ahead.</p> <p>15 MR. RODRIGUEZ: I'll share my screen 16 though. Just one second.</p> <p>17 THE COURT: You need a break before 18 Mr. Rodriguez starts, Ms. Amador? You're okay?</p> <p>19 MS. AMADOR: Yes. I'm okay, Your 20 Honor.</p> <p>21 THE COURT: All right.</p> <p>22 MS. AMADOR: Thank you.</p> <p>23 THE COURT: No problem.</p> <p>24 MR. RODRIGUEZ: Okay. I've got you 25 back, Your Honor.</p>

<p style="text-align: right;">Page 42</p> <p>1 Your Honor, we have been before Your</p> <p>2 Honor on various hearings. The one that we spent the</p> <p>3 most time with is the hearing on the motion for order</p> <p>4 to show cause in which Your Honor entered a sanctions</p> <p>5 order.</p> <p>6 There is a pending motion for</p> <p>7 reconsideration that is scheduled for hearing on</p> <p>8 October 11th. And the argument presented by counsel</p> <p>9 confirms to me at least that that reconsideration</p> <p>10 motion should be considered because Your Honor's</p> <p>11 sanction order is being blown out of proportion.</p> <p>12 Your Honor struck specific language in</p> <p>13 the complaint regarding an audit of finances performed</p> <p>14 by Mr. Morla and that's taken to an absurd place where</p> <p>15 there's no way that because of that finding, the</p> <p>16 defendant's taking the position that Mr. Maradona knew</p> <p>17 of this fraud before the MSA was filed as a matter of</p> <p>18 fact and law of this case.</p> <p>19 So at the end of my argument today,</p> <p>20 Your Honor, I am going to ask that at a minimum, you</p> <p>21 reserve ruling until we have the hearing on the motion</p> <p>22 for reconsideration.</p> <p>23 THE COURT: I don't know how you got a</p> <p>24 date on the rehearing because I usually don't consider</p> <p>25 those. I mean I pay attention and I devote my time</p>	<p style="text-align: right;">Page 44</p> <p>1 appear --</p> <p>2 MR. RODRIGUEZ: So there was --</p> <p>3 THE COURT: -- or was --</p> <p>4 MR. RODRIGUEZ: There was a discovery</p> <p>5 dispute about Mr. Maradona. There was a hearing --</p> <p>6 THE COURT: Okay. My question is</p> <p>7 Ms. Amadora indicated to me that she had tried to take</p> <p>8 a deposition of Mr. Maradona and that she was</p> <p>9 consistently -- her efforts were rebuffed or repelled</p> <p>10 or refused or whatever. That's what I --</p> <p>11 MR. RODRIGUEZ: And I'm going to put</p> <p>12 that in context, Your Honor, because it was when</p> <p>13 Judge Ruiz was presiding over this division.</p> <p>14 THE COURT: -- okay.</p> <p>15 MR. RODRIGUEZ: As an attempt at a</p> <p>16 certain point by Mr. Maradona to avoid his deposition,</p> <p>17 there was a hearing that was held under seal where his</p> <p>18 doctor traveled here to explain the reasons why he</p> <p>19 medically could not sit for a deposition at that time.</p> <p>20 The judge never ruled on that motion.</p> <p>21 The COVID crisis occurred. And then Mr. Maradona</p> <p>22 died, Your Honor. If Judge Ruiz would've ruled that</p> <p>23 he was not competent or able to sit for deposition, it</p> <p>24 would not have occurred. If she would've ruled that</p> <p>25 he was able to sit for deposition, it would've</p>
<p style="text-align: right;">Page 43</p> <p>1 and attention exclusively, like I'm doing this</p> <p>2 morning, to your case.</p> <p>3 MR. RODRIGUEZ: Sure.</p> <p>4 THE COURT: And once I hear it for</p> <p>5 hours, I'm not going to sit there and hear it for</p> <p>6 hours again. I very rarely do that. I mean I'm</p> <p>7 telling you I don't know what happened, but go ahead.</p> <p>8 MR. RODRIGUEZ: Okay. I don't know. I</p> <p>9 was not aware of Your Honor's position on those. I do</p> <p>10 believe that there's a valid for a reconsideration.</p> <p>11 THE COURT: Okay.</p> <p>12 MR. RODRIGUEZ: And I do anticipate</p> <p>13 presenting those arguments later. That's not the only</p> <p>14 reason why Your Honor should not grant summary</p> <p>15 judgment today.</p> <p>16 THE COURT: Okay.</p> <p>17 MR. RODRIGUEZ: I'm about to get it --</p> <p>18 THE COURT: Okay.</p> <p>19 MR. RODRIGUEZ: Your Honor, the</p> <p>20 argument presented by Defendants presents a one-sided</p> <p>21 view of the entire record of this case. It presents</p> <p>22 lines cherry-picked from a declaration by Mr. Maradona</p> <p>23 as the only potential evidence in this case --</p> <p>24 THE COURT: Is it true that no</p> <p>25 deposition was ever given because he refused to</p>	<p style="text-align: right;">Page 45</p> <p>1 occurred. Instead, Mr. Maradona died in the</p> <p>2 intervening months between that.</p> <p>3 In all candor, Your Honor, we did</p> <p>4 attempt to avoid the deposition for Mr. Maradona's</p> <p>5 health reasons. We presented the evidence of the</p> <p>6 testimony of his doctor at an evidentiary hearing.</p> <p>7 And Judge Ruiz never got around to finalizing that</p> <p>8 hearing because of COVID and other things, Your Honor.</p> <p>9 And then Mr. Maradona passed away.</p> <p>10 THE COURT: Okay. Okay. Thank you.</p> <p>11 MR. RODRIGUEZ: So, Your Honor, but the</p> <p>12 presentation by the defendants requires this Court to</p> <p>13 pretend that Ms. Villafane does not exist and that</p> <p>14 Ms. Villafane did not purchase condominiums in Florida</p> <p>15 with funds that she could not identify herself.</p> <p>16 While I understand their desire to</p> <p>17 point to the lines of Mr. Maradona's declaration in</p> <p>18 which he says, "I don't know where Ms. Villafane took</p> <p>19 the funds from, but I do know that they could've only</p> <p>20 come from me because I was the only one that earned an</p> <p>21 income in our family and in our household, because I</p> <p>22 entrusted her to specifically manage my finances, and</p> <p>23 because I did not allow her to use the funds to enrich</p> <p>24 herself."</p> <p>25 I understand why they think that that's</p>

<p style="text-align: right;">Page 46</p> <p>1 speculation, but there's another side to that coin. 2 We've asked Ms. Villafane repeatedly to identify the 3 source of funds used to purchase those condominiums. 4 And while her story first started with an, "I do not 5 recall," it then shifted to, "my parents several years 6 earlier won some money in a casino and gave it to me 7 and that's what I used." 8 And then at her deposition she 9 testified at length -- a significant part of the 10 deposition was diverted to identifying the source of 11 funds. She first testified that the only source of 12 funds were the funds provided by her parents. 13 She claims that the funds were provided 14 to her in cash in Argentina. And she claims that the 15 funds would've been transported in cash to the United 16 States in increments under \$10,000.00 to avoid U.S. 17 reporting requirements. 18 And when asked how she accomplished 19 that, she confirmed that she personally did not 20 deliver funds to United States and that she believes 21 that some of her friends would've done these 22 structured transactions designed to avoid currency 23 reporting requirements in the United States. 24 When asked how much her parents gave 25 her, her discovery responses say it was at least</p>	<p style="text-align: right;">Page 48</p> <p>1 beyond a preponderance of the evidence that the funds 2 used were Mr. Maradona's. It doesn't -- I have to 3 have Mr. Maradona's bank statement. It also could 4 mean that Ms. Villafane's explanation is simply not 5 credible. 6 The funds had to make it into a bank 7 account in the United States. She has not turned over 8 a single bank statement reflecting the funds she used 9 to purchase the properties. She has not turned over a 10 single wire transfer confirmation. And she, frankly, 11 cannot explain how she got a hundred thousand, two 12 hundred thousand, three hundred thousand -- whatever 13 amount she brought into the United States -- into this 14 country. 15 She confirmed there's only one 16 source -- cash provided to her in Argentina. And that 17 the only way she would've brought it in is by 18 structuring illegal transactions to deliver the money 19 into United States. 20 A reasonable jury will hear those 21 circumstances and can determine that that story is 22 either not credible or that story confirms that 23 Ms. Villafane's hiding something. And what is she 24 hiding? That the actual source of these funds were 25 Mr. Maradona's funds that he entrusted to her that she</p>
<p style="text-align: right;">Page 47</p> <p>1 \$50,000.00. In deposition, she said, "I'm not sure. 2 Not sure if I used those funds for each purchase. I'm 3 not sure how much in total it was. It was maybe 4 fifty, maybe seventy-five, maybe ninety-six thousand." 5 She does not really know, Your Honor. 6 The significance of that, Your Honor, 7 is that the summary judgment standard that the Court 8 must follow today to determine whether summary 9 judgment is proper as requested by Defendants is 10 whether a reasonable jury could find for the 11 plaintiffs in this case as to that issue. And that's 12 one of the two overreaching and overriding factual 13 issues in this case. 14 And based on that testimony -- 15 Ms. Villafane's inability to concretely identify the 16 source of funds, to give a credible explanation for 17 how those funds made it to United States, where those 18 funds were deposited, how they made it to complete a 19 closing -- a reasonable jury could surely find that 20 that testimony is not credible, that there's no 21 evidence that those funds were actually ever 22 provided -- 23 THE COURT: Well, Mr. Rodriguez, is 24 that your burden or Ms. Amador's burden? 25 MR. RODRIGUEZ: It's my burden to prove</p>	<p style="text-align: right;">Page 49</p> <p>1 manipulated and she transferred out from accounts 2 outside of Argentina, like Mr. Maradona says in his 3 declaration, and into United States to buy 4 condominiums. 5 To add to the lack of credibility in 6 Ms. Villafane's position, there was the deeds and the 7 mortgages and the mortgage application regarding these 8 purchases in which for a very good reason we believe, 9 but for reasons that she cannot explain, misrepresent 10 her marital status. 11 A reasonable jury could determine that 12 the misrepresented marital status in those deeds and 13 in those mortgages and in that mortgage application 14 are an example of her again attempting to conceal that 15 the funds she is using to purchase these properties 16 were Mr. Maradona's funds. 17 These are things that, if presented to 18 a jury, could go in either direction, Your Honor. It 19 could either be 51 percent in favor of the plaintiff, 20 which would establish our burden, or they could be 21 51 percent in favor of the defendant, which would mean 22 that I'd failed to meet my burden or the plaintiffs 23 failed to meet their burden and they would win. 24 But a reasonable jury could determine 25 either one of those. And therefore summary judgment</p>

<p style="text-align: right;">Page 50</p> <p>1 is improper to the extent that they're asking this 2 Court to determine that there's no evidence on the 3 record of the source of funds. 4 There is evidence that's just simply 5 not credible by Ms. Villafane regarding her used of 6 funds. There is evidence by Mr. Maradona in his 7 declarations regarding the fact that it could've only 8 been his funds because he's the only one that earned 9 an income during their marriage. 10 A reasonable jury could determine that 11 in either direction, Your Honor. And summary judgment 12 would be improper under those circumstances. 13 They advanced that argument -- and to 14 be clear, Your Honor, the concealment didn't go beyond 15 deeds and mortgages and a mortgage application. In 16 her Argentine tax filing, which is something that was 17 established in her deposition, Ms. Villafane again 18 failed to disclose her real estate holdings in Florida 19 when she was required to under Argentine law because 20 there's an entry on each of those tax filings. 21 And there's property tax filings, 22 there's income tax filings, all of which requires you 23 identify your assets held abroad. And Ms. Villafane 24 also failed -- them. Wasn't because she didn't 25 understand the line in the tax filings that say that.</p>	<p style="text-align: right;">Page 52</p> <p>1 marriage is a more-credible explanation for how these 2 transactions occurred and that's that she took 3 Mr. Maradona's funds and used them for her own 4 purpose. 5 If you want to add to that, Your Honor, 6 we had this discussion at the last hearing on the 7 punitive damages motion. There was a motive to do 8 this. Mr. Maradona is in a hospital in Cuba, at a 9 rehab facility in Cuba after being hospitalized in 10 Uruguay when this fraud starts. 11 Mr. Maradona and Ms. Villafane are 12 separated. Mr. Maradona has children outside the 13 marriage. Ms. Villafane did all of this to conceal 14 assets from either Mr. Maradona or Mr. Maradona's 15 other heirs in the event that something really went 16 south with his health, Your Honor. 17 So a reasonable jury can look into that 18 motivation for doing this and determine, yes, the 19 funds had to have been Mr. Maradona's and the reason 20 she went to such great lengths to concealed it was to 21 avoid claims by heirs, claims by Mr. Maradona in the 22 divorce for those funds or those properties, 23 et cetera. 24 So on the issue of the source of funds, 25 which is one of the two most important facts at issue</p>
<p style="text-align: right;">Page 51</p> <p>1 Because she deliberately chose not to. 2 In the martial settlement agreement 3 when it was signed, there was not a single mention of 4 the condominiums, of the millions of dollars in 5 profits that were derived from the condominiums. 6 There's not a single mention of it. And yet they 7 contend that that's not an active concealment. It's 8 because there was some kind of signed verbal agreement 9 between Ms. Villafane and Mr. Maradona. 10 A reasonable jury could view 11 Ms. Villafane's incredible explanation for how she 12 purchased the condominiums; her acts of concealment 13 regarding her marital status, regarding her assets 14 held abroad in her Argentine tax filings, in the 15 martial settlement agreement -- by which time she had 16 millions of dollars from these transactions and had 17 condominiums that she owned and entities that she 18 owned in Florida -- a reasonable jury could see that 19 evidence, could hear that evidence, and determine that 20 the reasons she went to those length is because she 21 was concealing that the funds used to purchase these 22 condominiums were Mr. Maradona's funds and that 23 Mr. Maradona's explanation that he was the only one 24 who earned an income during their marriage and that he 25 entrusted her to manage his finances during their</p>	<p style="text-align: right;">Page 53</p> <p>1 here and which, frankly, carries the day with regards 2 to all of their arguments as to Mr. Maradona's claims 3 themselves, a reasonable jury could find for 4 Mr. Maradona. 5 If a reasonable jury determines that 6 the funds belong to Mr. Maradona, a reasonable jury 7 could render a verdict as to each of Mr. Maradona's 8 claims asserting a theft of those funds. And 9 therefore summary judgment is improper in that 10 context, Your Honor. 11 The second question that this Court is 12 asked to consider is whether Mr. Maradona knew of this 13 fraud prior to executing the marital settlement 14 agreement. And the significance of that is because 15 once he knew or should've known of the fraud, the 16 statute of limitations starts to run for each of his 17 claims. 18 And the response to that is that 19 there's ample evidence suggesting that not only did 20 Mr. Maradona not know about this fraudulent scheme 21 carried out in Florida but that Ms. Villafane had gone 22 to great lengths to conceal it over a significant 23 period of time. 24 At a minimum, a reasonable jury could 25 find that Mr. Maradona had no way of knowing and did</p>

<p style="text-align: right;">Page 54</p> <p>1 not know about the fraud. The only evidence in this 2 record, Your Honor, that can be used to confirm when 3 Mr. Maradona knew about this fraud is the Pastor 4 report, as we describe it in our response to summary 5 judgment motion.</p> <p>6 And in that report, Mr. Pastor -- a 7 Florida attorney -- prepares a memorandum in which he 8 describes the real estate transactions that 9 Ms. Villafane had carried on in Florida. The date of 10 that report is August of 2014.</p> <p>11 That is the only piece of evidence in 12 this record, Your Honor, that establishes when 13 Mr. Maradona should have or definitely did know of the 14 fraud -- August of 2014. Before that, all we have 15 acts of concealment followed by acts of concealment 16 and followed by more acts of concealment.</p> <p>17 Again, there's deeds and mortgages and 18 mortgage applications that falsely indicate that 19 Ms. Villafane is a single woman. There are tax 20 filings in which these assets are disclose for a 21 decade in Argentina, concealing again her activities 22 in Florida.</p> <p>23 There's a marital settlement agreement 24 that depicts Ms. Villafane as having no assets to 25 distribute and of having earned no income and</p>	<p style="text-align: right;">Page 56</p> <p>1 on the repose statute?</p> <p>2 MR. RODRIGUEZ: That's for repose 3 statute that applies only to one claim --</p> <p>4 THE COURT: I understand that. I 5 understand that. But that's what I'm asking you.</p> <p>6 MR. RODRIGUEZ: And yes, Your Honor, 7 but the cause of action for fraud -- and this is in 8 the Falsetto v. Liss case that we cite for a different 9 issue is -- is when the defendant knew or should've 10 known of the fraud. It doesn't accrue until then. If 11 you cannot possibly know of the fraud before then, the 12 statute of repose or the statute of limitations does 13 not start to run.</p> <p>14 And further, Your Honor, there is an 15 equitable principle of fraudulent concealment that 16 would toll a -- the beginning of the statute of 17 limitations, it tolls the accrual of the cause of 18 action. And in this case, Your Honor, there is 19 significant evidence of a concealment of these causes 20 of action.</p> <p>21 There's definitely enough evidence that 22 a reasonable jury can find that Ms. Villafane 23 concealed these causes of action. There were 24 misrepresentations regarding her marital status -- 25 through her failure to assert these in their tax</p>
<p style="text-align: right;">Page 55</p> <p>1 describes Mr. Maradona's income during his playing 2 career; it describes Mr. Maradona's assets, of which 3 half of them were going to be distributed to 4 Ms. Villafane; and contains -- again -- a false 5 declaration by Ms. Villafane that these are the only 6 assets accumulated by the parties that have not been 7 divided in halves.</p> <p>8 That is simply false, Your Honor. As 9 of August of 2013, when that marital settlement 10 agreement was signed, Ms. Villafane had purchased six 11 condominiums and sold three of them and have sold a 12 fourth one about a year later, Your Honor.</p> <p>13 So by that point she had other assets. 14 None of those assets had ever been distributed between 15 the parties in halves, as she declares in the marital 16 settlement agreement. And, frankly, none of them are 17 mentioned in the agreement. Why? Because she is 18 concealing them.</p> <p>19 Now, Your Honor, these are my 20 arguments, but these are definitely facts or 21 determinations that a reasonable jury can make as to 22 when Mr. Maradona learned of the fraud, when he 23 could've learned about the fraud, what Ms. Villafane 24 did to conceal the fraud --</p> <p>25 THE COURT: But isn't 12 years the cap</p>	<p style="text-align: right;">Page 57</p> <p>1 filings, through her failure to disclose these in the 2 marital settlement agreement, through her false 3 declaration in the marital settlement agreement that 4 these are the only assets that have not been divided.</p> <p>5 All of that, a reasonable jury can find 6 is concealment of these causes of action, thereby 7 tolling the statute of limitations and the accrual of 8 this cause of action. And at that point, Your Honor, 9 the Court could -- the jury may find against us on 10 that, but a reasonable jury can surely find that there 11 was fraudulent concealment of these assets.</p> <p>12 There's a second element to the 13 fraudulent concealment and that's that there's a duty 14 to disclose. Mr. Maradona's statements are clear. He 15 entrusted his wife to manage the finances for his 16 benefit. And he did not authorized her to use his 17 assets for her own benefit or to enrich herself.</p> <p>18 That creates a duty to say, "hey, by 19 the way, I've used your funds and I've invested them 20 for my purposes, for my benefit, to enrich only me." 21 She didn't do that. She instead consistently and 22 repeatedly misrepresented the facts.</p> <p>23 Your Honor, we've asked her to show us 24 bank records. We've asked her to show us where the 25 money came from that she claimed she got from her</p>

<p style="text-align: right;">Page 58</p> <p>1 parents. This incredible explanation that in lots 2 than 10,000, she had tens or hundreds of thousands of 3 dollars delivered to United States is remarkable. 4 One, it's an admission that she was 5 structured transactions to avoid the reporting 6 requirements. In her deposition, I told her, "you 7 could have come in with those funds and reported it. 8 Correct?" And she said, "yes," but she chose not to. 9 She chose to supposedly give it to her friends and so 10 on. 11 I asked her to identify the friends, 12 Your Honor. "Who brought in these funds for you?" 13 She could not concretely tell me the name of a single 14 person that brought those funds for her. She named 15 one person and then waffled and said, "I'm not sure 16 she did. I'm not sure how many times she did it or 17 whether she did it or what amounts she did it." 18 Your Honor, there's a significant 19 effort by Ms. Villafane to conceal this fraud and the 20 reason being was that she was using Mr. Maradona's 21 funds. She was committing a fraud. And she was 22 trying to avoid Mr. Maradona -- who cannot travel to 23 United States, who cannot get a visa United States, 24 who had never lived in the United States -- from 25 determining that these proceeds were his funds and</p>	<p style="text-align: right;">Page 60</p> <p>1 children, whom are now full-aged. It explains that 2 they were divorced on April 15, 2003. And it provides 3 a description of their incomes and of their assets. 4 And then if you look on the -- I think 5 it's the second page of the English translation, it 6 says "As is publicly and well known, DAM" -- meaning 7 Diego Armando Maradona -- "before and during the 8 duration of the marriage to CRV had a successful 9 career as a professional player in European clubs -- 10 Naples, Barcelona, Sevilla -- and in the Argentine 11 Republic -- Newells, Old Boys, Boca Juniors. He also 12 professionally played for [sic] the Argentine National 13 Team. 14 During his marriage and as a result of 15 his outstanding professional performance, DAM" -- 16 again, Diego Armando Maradona -- "made, in addition to 17 the compensation and regular bonuses and strictly from 18 soccer of the teams in which he served, abundant 19 amounts of money corresponding to advertising, image 20 release for a film production about his life, 21 manufacturing of products with his trademark, 22 attendance in television programs, press interviews, 23 et cetera." 24 It does not say a thing about 25 Ms. Villafane's sources of income that they rely upon,</p>
<p style="text-align: right;">Page 59</p> <p>1 they were used in Florida -- condominiums. 2 Your Honor, there's a third argument 3 what's somewhere in the argument presented by 4 Defendants today and that's that the marital 5 settlement agreement constitutes a waiver of these 6 claims, Your Honor. That third argument, it requires 7 this Court to misinterpret or to interpret the 8 language of the marital settlement agreement through a 9 very narrow lens that only favors Ms. Villafane. 10 It eliminates the possibility that a 11 reasonable jury could view it a different way. And I 12 actually want to spend some time going over the 13 marital settlement agreement because I know that 14 counsel has glossed over it in her argument today. If 15 I could share my screen, Your Honor. 16 THE COURT: It's open. 17 MR. RODRIGUEZ: And this is also in 18 Your Honor's binder. It's Exhibit A to Tab 3, Your 19 Honor. And I'll continue as soon as Your Honor's 20 ready. 21 THE COURT: I got it. 22 MR. RODRIGUEZ: Okay. So the 23 agreement's a very basic agreement, a very simple 24 agreement. It basically describes the parties' 25 marriage in paragraph II and it describes their</p>	<p style="text-align: right;">Page 61</p> <p>1 supposedly, to justify her purchases. Does not say a 2 thing about Ms. Villafane's real estate transactions 3 in Florida, which by this time and [sic] generated 4 millions of dollars in profits and significant assets 5 worth hundreds of thousands, if not millions of 6 dollars at that time. It does not mention them. 7 And then it proceeds in the next 8 section, titled paragraph III, to allocate the assets 9 that remained undivided between the parties. It talks 10 about Mr. Maradona's income while they were married 11 and it divides them and it gives Ms. Villafane an 12 entitlement to \$1.58 million. 13 It talks about the personal property -- 14 divided. And it talks about certain real estate in 15 Argentina that had been allocated to Ms. Villafane. 16 And then it talks about that being what was going to 17 be distributed. 18 And then there's another paragraph III, 19 which is the one that you heard about today, which is 20 the titled Interest In the Joint Declaration, Your 21 Honor. And this says "The parties as a whole declare 22 that the aforementioned assets have been the only ones 23 comprising the undivided assets of husband and wife 24 and that others that could have comprised it have been 25 divested as a whole and their price received in</p>

<p style="text-align: right;">Page 62</p> <p>1 halves."</p> <p>2 Your Honor, this is a representation by</p> <p>3 Ms. Villafane regarding her assets and basically</p> <p>4 saying that the assets mentioned in above are the only</p> <p>5 ones that remain undivided and that all the other ones</p> <p>6 have been divested to them and received in halves.</p> <p>7 There's no dispute that the</p> <p>8 condominiums or the proceeds of the condominiums were</p> <p>9 never distributed between the parties and never</p> <p>10 received in halves and that Mr. Maradona never</p> <p>11 received half of it.</p> <p>12 There's no dispute that in addition to</p> <p>13 the assets mentioned above, Ms. Villafane accumulated</p> <p>14 at least three condominiums and the profits from the</p> <p>15 sales of those condominiums during her marriage.</p> <p>16 Except in this case, Ms. Villafane simply failed to</p> <p>17 disclose it.</p> <p>18 Your Honor, this is a false</p> <p>19 representation by Ms. Villafane in the marital</p> <p>20 settlement agreement about her assets. She had</p> <p>21 significant assets, which if included in there</p> <p>22 would've changed the equities between the parties,</p> <p>23 would've changed the amounts that were being</p> <p>24 distributed to Ms. Villafane. And, frankly, she</p> <p>25 failed to disclose them or she concealed them from</p>	<p style="text-align: right;">Page 64</p> <p>1 the agreement.</p> <p>2 The Third DCA in Falsetto v. Liss,</p> <p>3 which is 275 So. 3d 693, states: "The court's</p> <p>4 willingness to enforce general releases is not</p> <p>5 absolute. Instead, enforcement is premised upon the</p> <p>6 assumption the release claims are those that were</p> <p>7 contemplated by the agreement."</p> <p>8 Your Honor, the marital settlement</p> <p>9 agreement did not contemplate the existence of the</p> <p>10 condominiums or the profits derived therefrom -- did</p> <p>11 it contemplate a waiver or a release of any claims to</p> <p>12 those properties or those assets. They were acquired</p> <p>13 during the parties' marriage and it resulted in very</p> <p>14 large profits to Ms. Villafane.</p> <p>15 So, Your Honor, the waiver argument</p> <p>16 regarding the marital settlement agreement, it's</p> <p>17 baseless, Your Honor. It requires this Court to</p> <p>18 interpret this language as being a general release.</p> <p>19 It is not.</p> <p>20 It further requires this Court to</p> <p>21 ignore the false representation by Ms. Villafane</p> <p>22 contained in this language regarding her assets. It</p> <p>23 also requires this Court to assume that any side</p> <p>24 agreement regarding these condominiums, all of which</p> <p>25 would have to be verbal, are contemplated within this</p>
<p style="text-align: right;">Page 63</p> <p>1 Mr. Maradona.</p> <p>2 And then it continues "Moreover, they</p> <p>3 declare ... they have been completely compensated</p> <p>4 between themselves with regard to the potential</p> <p>5 differences that might exist with regard to the assets</p> <p>6 allocated to each." The condominiums and the proceeds</p> <p>7 from the sales of the condominiums had not been</p> <p>8 allocated to Mr. Maradona by Ms. Villafane or by this</p> <p>9 agreement.</p> <p>10 And then this is the waiver language</p> <p>11 that Defendants rely upon. "Consequently, they</p> <p>12 expressly waive the right to make a claim with regard</p> <p>13 to the settlement and allotting the assets comprising</p> <p>14 the community property."</p> <p>15 Your Honor, Mr. Maradona could not have</p> <p>16 possibly waived a claim to the properties that are not</p> <p>17 disclosed in this agreement and could not have</p> <p>18 possibly waived a claim to properties that had been</p> <p>19 concealed from him through this declaration, Your</p> <p>20 Honor.</p> <p>21 In fact, the declaration itself on the</p> <p>22 part of Ms. Villafane is inherently false. The</p> <p>23 significance of that, Your Honor -- we rely on</p> <p>24 Falsetto v. Liss -- is that a settlement or a release</p> <p>25 only releases those claims that are contemplated by</p>	<p style="text-align: right;">Page 65</p> <p>1 waiver language. It is not.</p> <p>2 At a minimum, a reasonable jury can</p> <p>3 find that this agreement could not have contemplated</p> <p>4 the undisclosed condominiums and could not have</p> <p>5 effectuated a waiver as to those undisclosed</p> <p>6 condominiums because Ms. Villafane had concealed them</p> <p>7 all along.</p> <p>8 Your Honor, the defendants are inviting</p> <p>9 the Court to commit an error by ignoring</p> <p>10 Ms. Villafane's existence, Ms. Villafane's testimony,</p> <p>11 Ms. Villafane's incredible explanations for how she</p> <p>12 purchased and amassed a fortune in Florida in</p> <p>13 condominiums that resulted in profits in the millions</p> <p>14 of dollars.</p> <p>15 If you view this case through a very</p> <p>16 narrow lens, as the defendants are inviting the Court</p> <p>17 to do, and determine that there are no issue of facts,</p> <p>18 that we'll probably be back, Your Honor.</p> <p>19 But the reality is that the facts in</p> <p>20 this case -- at least the crucial facts -- the only</p> <p>21 facts that really matter for determining whether</p> <p>22 summary judgment is proper are in dispute. They are</p> <p>23 without a doubt disputed facts and they without a</p> <p>24 doubt require this Court to deny summary judgment.</p> <p>25 And I'll recite them again, Your Honor.</p>

<p style="text-align: right;">Page 66</p> <p>1 There's a dispute as to the source of funds used by 2 Ms. Villafane. Not an absence of evidence. There's 3 an incredible explanation by Ms. Villafane as to how 4 she purchased the condominiums. There's an 5 explanation by Mr. Maradona as to his belief that it 6 could've only been with his assets because he's the 7 only one that earned income during the parties' 8 marriage. 9 In fact, the parties' marital 10 settlement agreement confirms as much and where it 11 only refers to Mr. Maradona's income and ignores 12 Ms. Villafane because, from Mr. Maradona's point of 13 view at that time, Ms. Villafane had no income during 14 the parties' marriage and generated no assets during 15 the parties' marriage. 16 There's a dispute as to how 17 Ms. Villafane caused tens of thousands, hundreds of 18 thousands, whatever amount she needed to buy these 19 condominiums to enter the United States. Her 20 explanation about deliveries in cash just under 21 \$10,000.00 to avoid currency reporting requirements 22 should not be the basis for this Court to determine 23 that that's how those funds were obtained or those 24 were the funds that were used. 25 That's just not a credible explanation</p>	<p style="text-align: right;">Page 68</p> <p>1 evidence in this case as to when Mr. Maradona 2 definitely knew or should've known is a report in 3 August of 2014 -- after the marital settlement 4 agreement was signed and within the statute of 5 limitations period for each of the claims. 6 There are a multitude of acts of 7 concealment by Ms. Villafane in the intervening years 8 that suggest that a reasonable jury could find that 9 she fraudulently concealed these causes of action. 10 And under the equitable principle of fraudulent 11 concealment, the statute of limitations was outright 12 tolled. 13 The bottom line is, Your Honor, this is 14 a case for a jury to determine, not for the Court to 15 make factual findings in favor of the defendant, 16 ignore evidence regarding the source of the funds, the 17 timing of Mr. Maradona's knowledge regarding the 18 concealment or the significance of the concealment by 19 Ms. Villafane. All of that is for a jury to 20 determine. 21 And adopting the summary judgment 22 standard that now applies in the state, a reasonable 23 jury could definitely find in favor of Mr. Maradona 24 and render a verdict in his favor as to each of his 25 claims in light of these disputed facts and therefore</p>
<p style="text-align: right;">Page 67</p> <p>1 and it's definitely an explanation that a reasonable 2 jury could find to be incredible and find in favor of 3 Mr. Maradona. 4 There's the concealment by 5 Ms. Villafane of her marital status -- the deeds, the 6 mortgages, the mortgage application. There's the 7 concealment of Ms. Villafane in her tax filings in 8 Argentina of these -- there's a concealment in the 9 marital settlement agreement. There's the concealment 10 which occurred so that Mr. Maradona would not find out 11 that his funds were used to purchase these 12 condominiums. 13 You read the marital settlement 14 agreement. Talks about abundant amounts of money that 15 Mr. Maradona earned during his playing career. There 16 is no credible explanation on the other side of this 17 for how Ms. Villafane amassed these condominiums and 18 the small fortune that she's amassed in Florida. And 19 at a minimum, there's a dispute about the source of 20 those funds, which requires the Court to deny summary 21 judgment as to each of the defendants' arguments. 22 Secondly, there's a dispute of fact as 23 to when Mr. Maradona knew or should've known of these 24 facts and when the statute of limitations should start 25 to toll or start to accrue. And the fact is the only</p>	<p style="text-align: right;">Page 69</p> <p>1 summary judgment is improper. 2 Your Honor, you should deny the motion 3 for summary judgment. At a minimum, you should 4 reserve ruling on it until we deal with the motion for 5 reconsideration that's pending and which meant -- 6 because the sanctions order has in fact been blown out 7 of proportion not only in its -- 8 THE COURT: When is that rehearing 9 pending again? 10 MR. RODRIGUEZ: October 11th, Your 11 Honor. 12 THE COURT: Oh, October -- 13 MR. RODRIGUEZ: It's not only blown out 14 of proportion in the significance from a legal 15 perspective in this case, but they're seeking 16 \$60,000.00 in attorneys' fees because 5 or 6 words are 17 stricken from the complaint, Your Honor. 18 The factual issues in this case are of 19 the most material issues of fact. And Your Honor 20 should deny summary judgment. Summary judgment's 21 improper. It would be an error to grant summary 22 judgment today. And I ask that you deny the motion, 23 Your Honor. 24 THE COURT: Thank you, Mr. Rodriguez. 25 MS. AMADOR: Your Honor?</p>

<p style="text-align: right;">Page 70</p> <p>1 THE COURT: Yes.</p> <p>2 MS. AMADOR: Yes, Your Honor, if I may.</p> <p>3 First, I have a few items I want to address.</p> <p>4 First of all, regarding the motion for</p> <p>5 reconsideration. We're preparing a response to that.</p> <p>6 Your Honor will have it early this week. Plaintiff</p> <p>7 did set it, but there is nothing in the record that</p> <p>8 would prohibit Your Honor from making a finding today.</p> <p>9 They didn't file a motion to continue</p> <p>10 the summary judgment. They didn't assert in any</p> <p>11 manner how it's related to this. That is a separate</p> <p>12 issue of striking of facts regarding an audit. It has</p> <p>13 not been blown out of proportion.</p> <p>14 It was brought to Your Honor's</p> <p>15 attention that the financial audit that they relied on</p> <p>16 for seven years doesn't exist. There's nothing that</p> <p>17 would prohibit Your Honor from ruling today. And if</p> <p>18 he had an argument, it should've been filed prior to</p> <p>19 today for a motion to continue the MSJ.</p> <p>20 Second, Your Honor asked the</p> <p>21 deposition. The deposition was litigated of</p> <p>22 Mr. Maradona for three years. It was set on three or</p> <p>23 four occasions -- some of them canceled days before it</p> <p>24 was set. They were canceled from everything from news</p> <p>25 appearances to soccer shows to unable to travel. We</p>	<p style="text-align: right;">Page 72</p> <p>1 That is what they believe the burden of</p> <p>2 proof is for their causes of action of unjust</p> <p>3 enrichment, conversion, breach of fiduciary duty, and</p> <p>4 fraud. Counsel didn't point to one shred of evidence</p> <p>5 before Your Honor -- one record evidence, one fact in</p> <p>6 dispute -- simply that Ms. Villafane must prove where</p> <p>7 she got this money from. That's nonsense. That does</p> <p>8 not exist under the law in Florida or any jurisdiction</p> <p>9 in the United States.</p> <p>10 The burden of proof lies with the</p> <p>11 plaintiff. People cannot be dragged into court and</p> <p>12 forced to prove how they didn't commit a series of</p> <p>13 accusation. Plaintiff has the burden of doing that</p> <p>14 and there's nothing before the Court for you -- to</p> <p>15 prohibit Your Honor from entering summary judgment.</p> <p>16 What did Plaintiff say? At the end,</p> <p>17 there was a summary of what's disputed. Plaintiff</p> <p>18 said it's disputed at -- what was Ms. Villafane's</p> <p>19 source of funds to buy the property? That's not on</p> <p>20 the record.</p> <p>21 She doesn't have to prove -- she could</p> <p>22 say today, "I 'stoled' the money from someone else. I</p> <p>23 evaded taxes, along with probably every Argentine</p> <p>24 citizen, including Mr. Maradona. Because of the</p> <p>25 oppressive nature of the Argentine government and the</p>
<p style="text-align: right;">Page 71</p> <p>1 then coordinated in Argentine and it was canceled days</p> <p>2 before. There's an entire record from Judge Ruiz</p> <p>3 regarding this litigation.</p> <p>4 There was an affidavit filed by him,</p> <p>5 saying that, "Morla is the only one that knows because</p> <p>6 he's the one that audited my finances. He can travel</p> <p>7 to Florida. Take his deposition." So it's a</p> <p>8 misstatement.</p> <p>9 Yes. On year four of attempting to get</p> <p>10 his deposition, COVID happened. He became ill and</p> <p>11 passed, but that is irrelevant to the previous years</p> <p>12 where he evaded his depositions for years. It's on</p> <p>13 the record. It's on the docket. All the orders and</p> <p>14 all the motion practice is on the docket. That is a</p> <p>15 misstatement about the deposition of Mr. Maradona.</p> <p>16 Two, Your Honor, what I heard this</p> <p>17 entire argument is Ms. Villafane -- I didn't hear one</p> <p>18 time, "Your Honor, these are the facts in evidence on</p> <p>19 the record to support our causes of action."</p> <p>20 This case -- again -- and I'll say</p> <p>21 prehistoric because it's almost shocking to me -- is</p> <p>22 based on the fact that Mr. Maradona thinks the</p> <p>23 evidence to submit to a jury is, "my wife could not</p> <p>24 have made this money. She bought these properties</p> <p>25 after our divorce. So she must've stole it from me."</p>	<p style="text-align: right;">Page 73</p> <p>1 financial institutions, it is very common that it is</p> <p>2 not declared."</p> <p>3 MR. RODRIGUEZ: -- it's not appropriate</p> <p>4 to "unhurl" these accusations regarding</p> <p>5 Mr. Maradona -- while tax evasion and so on. There's</p> <p>6 no record --</p> <p>7 THE COURT: It's argumentative --</p> <p>8 MS. AMADOR: It's argument, Your Honor.</p> <p>9 And I --</p> <p>10 THE COURT: I said that. I said that,</p> <p>11 Ms. Amador --</p> <p>12 MS. AMADOR: Thank you, Your Honor. I</p> <p>13 just want to point that I didn't make any</p> <p>14 interruptions and felt exactly the same way, but I'll</p> <p>15 proceed.</p> <p>16 So her saying that she didn't report</p> <p>17 this? It is not her duty, Your Honor. It is not her</p> <p>18 burden. The only way that we get to what's her</p> <p>19 defense is if they establish their case. If they give</p> <p>20 Your Honor one fact -- I didn't hear one fact on the</p> <p>21 record.</p> <p>22 And counsel specifically said, "these</p> <p>23 are my arguments." Yeah -- their arguments that are</p> <p>24 unsubstantiated on the record. There is zero facts</p> <p>25 before the Court regarding their burden on these</p>

<p style="text-align: right;">Page 74</p> <p>1 elements.</p> <p>2 And what does summary judgment say in</p> <p>3 the state of Florida is that they need -- the</p> <p>4 nonmoving party must put a sufficient showing of the</p> <p>5 essential elements of the case. There are none.</p> <p>6 There are no facts to substantiate not one of the</p> <p>7 causes of action.</p> <p>8 Now, what else did they say? There's a</p> <p>9 material dispute as to how the money Villafane used to</p> <p>10 buy the properties came into the United States.</p> <p>11 That's not a material dispute. She does not have to</p> <p>12 prove how she brought the money into the United</p> <p>13 States.</p> <p>14 What there is is zero evidence is that</p> <p>15 Mr. Maradona had any money, that any money was stolen</p> <p>16 from him, or how it came into the United States, but</p> <p>17 how she bought her property is irrelevant to their</p> <p>18 burden of proof.</p> <p>19 Next, they point to her tax -- that</p> <p>20 it's not in her tax records. Again, it's irrelevant.</p> <p>21 That's not a material fact, Your Honor. And she</p> <p>22 admits in her declaration, as I stated, that the</p> <p>23 properties and the money is not declared in her taxes</p> <p>24 and she could've. That's her testimony. That's on</p> <p>25 the record.</p>	<p style="text-align: right;">Page 76</p> <p>1 of limitation expired or not is a legal argument. It</p> <p>2 is not -- there are no facts in evidence to support</p> <p>3 any other argument regarding the date of theft.</p> <p>4 They admit by their own pleadings and</p> <p>5 their own record evidence the date of theft occurred</p> <p>6 prior to 2000 or at best by 2003. There's no factual</p> <p>7 dispute regarding that. So there could be no factual</p> <p>8 dispute regarding the statue [sic] of limitations.</p> <p>9 That's a legal argument.</p> <p>10 And lastly, Your Honor, they point to</p> <p>11 the marital settlement agreement. And again, the</p> <p>12 document speaks for itself. We highlighted a point.</p> <p>13 Counsel highlighted another section. Your Honor has</p> <p>14 the document. You cannot invalidate one portion and</p> <p>15 not the other. The document is read together.</p> <p>16 It says that everything else has been</p> <p>17 divided. That is not an affirmation only by</p> <p>18 Ms. Villafane. It's a joint affirmation, Your Honor.</p> <p>19 I didn't hear in this argument one fact, Your Honor,</p> <p>20 that you can consider to deny the motion for summary</p> <p>21 judgment which is in dispute. We ask Your Honor that</p> <p>22 you enter final summary judgment on all counts.</p> <p>23 THE COURT: Thank you. All right. I'm</p> <p>24 going to consider this. You want to send in a</p> <p>25 proposed order --</p>
<p style="text-align: right;">Page 75</p> <p>1 Just like she said, "the money came</p> <p>2 from my parents. I financed it or friends of mine</p> <p>3 brought it cash." That's on the record. That's not</p> <p>4 under dispute. This is what she admits happened.</p> <p>5 Their argument that we're not satisfied with what she</p> <p>6 said is insufficient. That's not a factual dispute.</p> <p>7 Next, they point to there's a factual</p> <p>8 dispute regarding concealment -- that the jury can</p> <p>9 make a reasonable determination. What concealment,</p> <p>10 Your Honor? The concealment under the state of</p> <p>11 Florida legally -- this is a legal question which was</p> <p>12 not addressed in opposition -- is whether there was</p> <p>13 concealment with the act. There is nothing on the</p> <p>14 record for Your Honor to evaluate whether it is</p> <p>15 disputed. Zero.</p> <p>16 Pointing to an MSA 13 years later,</p> <p>17 which has a remedy -- breach of the MSA -- or to deeds</p> <p>18 that show single versus married that were never</p> <p>19 conveyed to Maradona is not concealment. And again,</p> <p>20 that would only be for the repose, which would be</p> <p>21 regarding fraud and it will toll for 12 years.</p> <p>22 The other statute of limitations</p> <p>23 expired and there's nothing on the record that will</p> <p>24 contradict it. There's no facts on the record. None</p> <p>25 were pointed to. And again, whether the statue [sic]</p>	<p style="text-align: right;">Page 77</p> <p>1 MR. RODRIGUEZ: Your Honor --</p> <p>2 THE COURT: Yes?</p> <p>3 MR. RODRIGUEZ: Regarding that, I</p> <p>4 believe the new rule requires the Court to make the</p> <p>5 findings on the record.</p> <p>6 THE COURT: And I will make them on the</p> <p>7 record when I do the order.</p> <p>8 MR. RODRIGUEZ: Okay.</p> <p>9 THE COURT: Are you contending -- so</p> <p>10 we're clear -- let's be real clear. Are you</p> <p>11 contending that a finding in a Court order is not an</p> <p>12 order on the record? Is that what you're saying?</p> <p>13 MR. RODRIGUEZ: I don't know how to</p> <p>14 interpret that part of the ruling. I didn't --</p> <p>15 THE COURT: -- under Rule 1.510, the</p> <p>16 Court is required to make findings of fact, whether it</p> <p>17 grants or denies a summary judgment.</p> <p>18 Now, if you can provide me with</p> <p>19 authority telling me, "you have to do it on the</p> <p>20 record," which is nonsensical only because it now</p> <p>21 requires me to make up something versus reviewing</p> <p>22 everything -- but it's okay.</p> <p>23 If you can provide me with authority,</p> <p>24 I'll be more than glad to accommodate your request.</p> <p>25 Okay?</p>

Page 78

1 MR. RODRIGUEZ: Sure -- I -- apologize
2 for interrupting you, Your Honor --
3 THE COURT: No problem. No problem.
4 No problem.
5 MR. RODRIGUEZ: I didn't want to make
6 it --
7 THE COURT: I don't want to do --
8 commit error either, Mr. Rodriguez.
9 MR. RODRIGUEZ: Okay.
10 THE COURT: But if you can show me any
11 authority that says findings on the record means on
12 the spot, period, then I will reconsider.
13 MR. RODRIGUEZ: Sure.
14 THE COURT: And if you can't find
15 anything, I would love to know that you didn't because
16 that's my understanding.
17 MR. RODRIGUEZ: Okay.
18 THE COURT: But I could make mistakes
19 like anybody else can.
20 MR. RODRIGUEZ: You make them far less
21 often than I do, Your Honor.
22 THE COURT: No. No. No. We all do.
23 Listen, the only way you don't make mistakes is by not
24 practicing law or not working. If you don't decide
25 cases, you can never be reversed.

Page 79

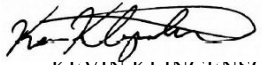
1 As you all may recall, there were
2 judges that would never got reversed because they
3 never ruled. If you don't ruled, you don't get
4 reversed. If you rule, there's a chance you're -- you
5 got a 50 percent chance of being right or 50 percent
6 chance of being wrong. So I don't know.
7 So I'll wait until October 11 as a
8 matter of professional courtesy to you, Mr. Rodriguez.
9 I'll hear your argument and we'll go from there. Send
10 me proposed orders in the meantime so we have an idea
11 and then we'll go from there. Okay --
12 MS. AMADOR: Your Honor, the date of
13 the proposed order is by October 11th or that's
14 just --
15 THE COURT: By October 11th -- by --
16 MS. AMADOR: -- by October 11th. Okay.
17 THE COURT: Okay?
18 MS. AMADOR: So we submit proposed
19 order by October 11th, mm-hmm. Okay. Thank you, Your
20 Honor, for your time.
21 THE COURT: -- all right. Thank you,
22 Mr. Rodriguez --
23 MR. RODRIGUEZ: Have a good day.
24 THE COURT: -- yes, sir. Thank you.
25 Bye.

Page 80

1 (Whereupon, at 11:33 a.m., the
2 proceeding was concluded.)
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Page 81

1 CERTIFICATE OF DEPOSITION OFFICER
2 I, KEVIN KLINGENSCHMID, the officer before
3 whom the foregoing proceedings were taken, do hereby
4 certify that any witness(es) in the foregoing
5 proceedings, prior to testifying, were duly sworn;
6 that the proceedings were recorded by me and
7 thereafter reduced to typewriting by a qualified
8 transcriptionist; that said digital audio recording of
9 said proceedings are a true and accurate record to the
10 best of my knowledge, skills, and ability; that I am
11 neither counsel for, related to, nor employed by any
12 of the parties to the action in which this was taken;
13 and, further, that I am not a relative or employee of
14 any counsel or attorney employed by the parties
15 hereto, nor financially or otherwise interested in the
16 outcome of this action.
17
18
19
20
21
22
23
24
25


KEVIN KLINGENSCHMID
Notary Public in and for the
State of Florida

1 CERTIFICATE OF TRANSCRIBER

2 I, ALICE AMUSIN, do hereby certify that this
3 transcript was prepared from the digital audio
4 recording of the foregoing proceeding, that said
5 transcript is a true and accurate record of the
6 proceedings to the best of my knowledge, skills, and
7 ability; that I am neither counsel for, related to,
8 nor employed by any of the parties to the action in
9 which this was taken; and, further, that I am not a
10 relative or employee of any counsel or attorney
11 employed by the parties hereto, nor financially or
12 otherwise interested in the outcome of this action.

13
14
15
16

17 ALICE AMUSIN
18
19
20
21
22
23
24
25

0	2	2018 11:15	8
01 1:12	2 7:9	2023 2:2	800 3:9 4:11,18
0487 1:20 4:7	200-8845 4:14	2207 1:13 4:3	9
1	4:21	22914 81:18	9511 14:14
1.510 77:15	2000 7:18,20 8:2	24 6:23	978-9340 3:12
1.58 61:12	8:10,12,13,15	25 14:19	a
10,000 58:2	9:20 12:11,12	2503 1:15 4:4	a.m. 2:3 80:1
10,000.00 46:16	13:6,15,23	26 11:15	abided 38:14
66:21	15:12 16:22	26290 82:16	ability 81:10
10:08 2:3	20:4 21:9,25	27 2:2	82:7
10th 13:17	24:5,6,19 25:14	275 64:3	abitbol 22:25
11 79:7	27:12,24 32:11	3	able 44:23,25
11:33 80:1	76:6	3 7:9 23:1 39:5	above 13:15
11th 1:1 42:8	2000s 7:24	59:18	20:1 62:4,13
69:10 79:13,15	2001 13:19	305 3:12 4:14,21	abroad 50:23
79:16,19	15:12	33131 4:12,19	51:14
12 16:13,18,20	2002 13:19,23	33134 3:10	absence 66:2
55:25 75:21	15:12	33169 2:6	absolute 64:5
13 15:23 16:3	2003 8:22 10:7	350 3:9	absolutely
38:10 39:16	13:3 15:2 22:1	3d 64:3	39:21
75:16	24:19 25:14	4	absurd 42:14
1395 4:11,18	27:24 60:2 76:6	49 13:10	absurdity 40:3
15 8:8 10:13	2004 9:1	5	abundant 60:18
17:17 60:2	2005 9:9 24:21	5 69:16	67:14
15th 9:2 10:13	2007 9:5,24	50 79:5,5	abuse 28:18
16:25	2009 9:24 10:3	50,000.00. 47:1	abused 28:7,12
1606 1:17 4:5	2012 16:22 17:9	51 49:19,21	accept 20:20
18 11:23 13:9	2013 10:5 15:23	6	accepted 20:10
19 12:15 13:9	16:24 55:9	6 12:11 69:16	20:19
1989 7:20	2014 54:10,14	60,000.00 69:16	accommodate
1998 7:22	68:3	6112470 2:8	77:24
1999 6:25 8:24	2015 10:13	693 64:3	accomplished
12:14 15:1,11	16:25	6th 8:13	46:18
	2015-029014		
	1:12		

account 12:23 12:23 21:12,13 21:14 27:4,12 29:21 30:20,20 33:16 35:1 48:7 accounting 30:1 30:3,12 31:2 accounts 12:2,4 12:7,20,20 21:14 24:19 30:4,21,23 33:19,22 34:1,7 34:11,11,14 39:18 49:1 accrual 56:17 57:7 accrue 56:10 67:25 accrues 14:15 accumulated 55:6 62:13 accurate 81:9 82:5 accusation 72:13 accusations 73:4 acknowledge 39:13,19 acquired 64:12 act 75:13 action 10:10 11:11 14:14,15 14:16,20 16:11 18:3,11,15 20:5	20:7 22:3 23:12 25:14 32:6,23 36:23 40:8 41:3 56:7,18,20,23 57:6,8 68:9 71:19 72:2 74:7 81:12,16 82:8 82:12 actions 10:23 23:4 active 51:7 activities 54:21 acts 51:12 54:15 54:15,16 68:6 actual 18:2 22:16 23:12,17 30:6 31:22 39:13 40:15 48:24 actually 36:8 47:21 59:12 add 49:5 52:5 addiction 13:25 14:7 addition 24:24 31:11 60:16 62:12 additionally 38:19 address 36:4 70:3 addressed 75:12 addresses 37:11 admission 14:25 21:12 58:4	admit 39:19 76:4 admits 74:22 75:4 adopted 18:4 adopting 68:21 advanced 50:13 advertising 60:19 affidavit 71:4 affidavits 35:7 35:10 affirmation 34:25 76:17,18 affirmative 17:22 38:20 affords 14:21 aforementioned 39:8 61:22 aged 60:1 ago 29:8 agreement 10:6 10:8 23:6,13,18 24:6,16 28:3 29:6,10,10,18 29:19 30:17 38:8,13,14,15 38:16 39:23,24 39:25 40:1 51:2 51:8,15 53:14 54:23 55:10,16 55:17 57:2,3 59:5,8,13,23,24 62:20 63:9,17 64:1,7,9,16,24	65:3 66:10 67:9 67:14 68:4 76:11 agreement's 59:23 aguila 4:16 6:7 6:9 ahead 41:14,14 43:7 alejandra 1:8 3:4 alice 82:2,17 allegation 11:24 13:9 24:6,9 allegations 6:23 6:24 7:3,16,18 8:15,17,23 9:3 9:17,25 10:14 12:14 13:3 15:8 15:18 16:18,19 19:25 20:21 21:24 23:16 24:2,4,4,17 26:5 26:6 27:22,23 30:15 32:7 36:22,23 allege 30:9 alleged 14:25 15:3,14,16 22:18 25:7 27:15 32:23 36:10 37:11 alleging 15:5 allocate 61:8
--	--	---	--

allocated 39:4 61:15 63:6,8 allocating 38:24 allotting 63:13 allow 45:23 allowed 27:21 30:5 alternative 30:1 30:4 amador 4:9,13 6:6,7,12,13,18 7:8,12 41:5,18 41:19,22 69:25 70:2 73:8,11,12 79:12,16,18 amador's 47:24 amadora 44:7 amassed 65:12 67:17,18 amend 36:14,16 amended 11:16 11:20 amount 26:9 48:13 66:18 amounts 21:17 22:18 27:4,15 29:21 32:18 40:18 58:17 60:19 62:23 67:14 ample 53:19 amusin 82:2,17 another's 26:12 anticipate 43:12	anybody 78:19 apologize 78:1 appear 44:1 appearances 6:3 70:25 appears 33:13 application 49:7 49:13 50:15 67:6 applications 54:18 applies 56:3 68:22 appropriate 73:3 approved 38:17 april 9:2 16:25 60:2 argentina 10:6 10:11 13:16 33:20,22 38:13 39:24 46:14 48:16 49:2 54:21 61:15 67:8 argentine 50:16 50:19 51:14 60:10,12 71:1 72:23,25 argued 30:9 31:10 37:9 argument 11:3 11:4,9 16:14,21 17:19 19:17 25:6 26:14 31:7	34:4 37:25 42:8 42:19 43:20 50:13 59:2,3,6 59:14 64:15 70:18 71:17 73:8 75:5 76:1,3 76:9,19 79:9 argumentative 73:7 arguments 6:21 7:2 8:1 9:1 10:20,25 15:25 36:12 37:11 38:7 43:13 53:2 55:20 67:21 73:23,23 armando 1:5,7 3:2,3 60:7,16 asked 46:2,18 46:24 53:12 57:23,24 58:11 70:20 asking 50:1 56:5 assert 56:25 70:10 asserting 21:24 53:8 assets 23:25 28:24 29:1,6 37:1,1 38:24 39:4,8,9 50:23 51:13 52:14 54:20,24 55:2,6 55:13,14 57:4 57:11,17 60:3	61:4,8,22,23 62:3,4,13,20,21 63:5,13 64:12 64:22 66:6,14 assistance 9:13 assume 64:23 assumption 64:6 athletic 23:16 attempt 40:1 44:15 45:4 attempting 49:14 71:9 attendance 60:22 attention 7:21 11:16 18:23 35:5 36:12 42:25 43:1 70:15 attorney 9:8,9 9:11,15,18,20 24:10,12,15,21 54:7 81:14 82:10 attorneys 69:16 audio 81:8 82:3 audit 11:18 35:17,20 36:6 42:13 70:12,15 audited 71:6 august 54:10,14 55:9 68:3 authority 77:19 77:23 78:11
---	--	--	--

authorized 57:16 avenue 4:11,18 avoid 44:16 45:4 46:16,22 52:21 58:5,22 66:21 aware 43:9	basis 24:22 26:15 31:7 34:9 36:20 66:22 beers 28:21,21 beginning 56:16 begins 14:20 behalf 3:2 4:2 33:14,19	boca 60:11 bonuses 60:17 bottom 68:13 bought 37:16,17 37:18 71:24 74:17 boys 60:11 breach 21:22,25 22:19,22,23 23:3,24 24:1,5 38:4,8,12 39:25 40:1 72:3 75:17 breached 22:12 29:15,20 39:24 break 41:9,17 brickell 4:11,18 brief 38:1 briefed 37:8 brought 48:13 48:17 58:12,14 70:14 74:12 75:3 burden 18:11 47:24,24,25 49:20,22,23 72:1,10,13 73:18,25 74:18 business 9:13 23:14 buy 49:3 66:18 72:19 74:10 bye 79:25	c c 3:1 4:1 6:1 ca 1:12 called 35:2 39:14 canceled 70:23 70:24 71:1 candor 45:3 cap 16:17 55:25 capable 26:17 capacity 25:4 care 22:9 28:5 career 37:18 55:2 60:9 67:15 carlos 2:4 carried 53:21 54:9 carries 53:1 case 1:11 7:15 14:18,19,23 16:24,25 17:10 17:17 18:15,24 18:24,25 22:25 22:25 28:19,19 28:20,21,22 29:7 31:16,16 31:17,20,21,25 32:3,5,22 33:3 40:2,9,9 42:18 43:2,21,23 47:11,13 56:8 56:18 62:16 65:15,20 68:1 68:14 69:15,18 71:20 73:19
b	belief 12:1,19 66:5		
b 5:3 back 41:25 65:18 bank 9:16 12:7 21:11,14,14 24:19 30:20,21 33:16,21 48:3,6 48:8 57:24 barcelona 60:10 barred 17:5,21 41:1 bars 10:23 based 10:20 16:12 17:7 18:19 23:24 31:18 35:10,14 35:15 47:14 71:22 baseless 64:17 bases 41:1 basic 31:3 59:23 basically 14:20 18:25 19:19 59:24 62:3 basing 35:18	believe 16:15 23:1 38:2 43:10 49:8 72:1 77:4 believed 19:14 believes 7:22 17:6 46:20 belong 53:6 belonging 12:2 12:7,21 benefit 20:8,11 20:16,17,19 21:1 33:9 57:16 57:17,20 best 8:21 9:1 13:2 15:2 16:23 22:1 24:19 25:14 27:24 76:6 81:10 82:6 beyond 48:1 50:14 binder 7:5 14:19 59:18 blown 42:11 69:6,13 70:13		

74:5 cases 17:21 78:25 cash 46:14,15 48:16 66:20 75:3 casino 46:6 cause 11:11 14:15,16,20 18:11,15 20:5,6 41:3 42:4 56:7 56:17 57:8 caused 12:2 66:17 causes 10:10 14:14 18:2 32:6 32:23 36:22 40:7 56:19,23 57:6 68:9 71:19 72:2 74:7 certain 44:16 61:14 certainly 39:18 certificate 81:1 82:1 certify 81:4 82:2 cetera 52:23 60:23 chance 79:4,5,6 changed 62:22 62:23 cherry 43:22 children 14:8 39:16 52:12 60:1	chose 51:1 58:8 58:9 circuit 1:1,2 31:17 circumstances 48:21 50:12 circumstantial 23:19 29:11 40:2 cite 56:8 citing 18:24 28:21 citizen 72:24 civil 35:5 36:21 claim 20:22 28:23 38:23 56:3 63:12,16 63:18 claimed 24:5 57:25 claiming 8:11 39:14 claims 46:13,14 52:21,21 53:2,8 53:17 59:6 63:25 64:6,11 68:5,25 claudia 1:12 4:2 33:13,24 clear 9:14 12:16 50:14 57:14 77:10,10 clearly 9:19 closing 40:4,24 47:19	clubs 60:9 coin 46:1 come 34:13,25 45:20 58:7 comingled 27:1 27:12 commence 6:24 commencing 8:24 comment 12:19 comments 14:3 35:16 commit 65:9 72:12 78:8 committing 58:21 common 73:1 community 38:25 63:14 company 1:15 1:17,22 4:4,5,8 compensated 39:2 63:3 compensation 60:17 competent 44:23 complaint 7:17 8:6,7,7 9:4,18 9:25 10:12 11:14,16,19,25 12:6 15:18 20:23 24:3,7 30:9 32:8,21 34:9,9 42:13	69:17 complaints 10:15 complete 10:16 12:4 47:18 completely 17:4 24:2,17 27:5 29:16 39:2 63:3 complex 30:8,14 30:19,19,22 complexity 30:23 comprised 61:24 comprising 61:23 63:13 compromised 39:11 compromising 38:25 39:9 conceal 13:14 33:17 49:14 52:13 53:22 55:24 58:19 concealed 15:12 28:23 52:20 56:23 62:25 63:19 65:6 68:9 concealing 51:21 54:21 55:18 concealment 15:9 39:22 50:14 51:7,12 54:15,15,16
--	---	---	--

56:15,19 57:6 57:11,13 67:4,7 67:8,9 68:7,11 68:18,18 75:8,9 75:10,13,19 concluded 80:2 concretely 47:15 58:13 condominiums 45:14 46:3 49:4 51:4,5,12,17,22 55:11 59:1 62:8 62:8,14,15 63:6 63:7 64:10,24 65:4,6,13 66:4 66:19 67:12,17 conducted 35:20 conferral 20:18 conferred 20:7 20:16,24 21:2,3 confidence 22:8 confidential 23:21 28:1,8,12 28:17 29:4 30:8 confirm 54:2 confirmation 48:10 confirmed 46:19 48:15 confirms 42:9 48:22 66:10 consequently 63:11	consider 15:11 15:19 27:18 29:23 32:25 42:24 53:12 76:20,24 considered 11:21 36:1 42:10 consistent 26:17 consistently 44:9 57:21 conspiracy 33:15 constitutes 59:5 constituting 14:16 constructive 27:19 28:16,16 28:23 29:4 cont'd 4:1 contained 32:7 64:22 contains 55:4 contemplate 64:9,11 contemplated 63:25 64:7,25 65:3 contend 51:7 contending 77:9 77:11 context 44:12 53:10 continue 9:25 59:19 70:9,19	continued 33:7 continues 63:2 contracts 33:14 contradict 75:24 conversion 25:11,12,13,15 26:5,12,15,16 26:19,23 27:6 27:10,16 72:3 converted 26:8 26:9,10 conveyed 75:19 coordinated 71:1 coral 3:10 corp 1:19 4:6 corporation 1:18,20 4:6,7 corporations 15:14 correct 58:8 corresponding 60:19 could've 16:23 34:5 45:19 50:7 55:23 66:6 74:24 counsel 38:17 42:8 59:14 72:4 73:22 76:13 81:11,14 82:7 82:10 count 19:23 21:22 24:3	25:12 27:9,19 country 48:14 counts 31:3 41:1 76:22 county 1:3 court 1:1 6:2,10 6:17 7:7,10 8:5 10:21 11:17,20 14:4 17:9 18:8 18:25 19:1 21:16 25:8 31:10,19 32:25 33:6,11,12 36:1 37:9 38:18 41:5 41:9,12,14,17 41:21,23 42:23 43:4,11,16,18 43:24 44:3,6,14 45:10,12 47:7 47:23 50:2 53:11 55:25 56:4 57:9 59:7 59:16,21 64:17 64:20,23 65:9 65:16,24 66:22 67:20 68:14 69:8,12,24 70:1 72:11,14 73:7 73:10,25 76:23 77:2,4,6,9,11,15 77:16 78:3,7,10 78:14,18,22 79:15,17,21,24 court's 7:21 11:15 18:23
--	--	--	---

19:24 35:4 36:11 64:3 courtesy 7:5 79:8 covid 44:21 45:8 71:10 creates 57:18 credibility 49:5 credible 47:16 47:20 48:5,22 50:5 52:1 66:25 67:16 crisis 44:21 crucial 65:20 crv 60:8 cuba 8:20 13:13 13:16,20,24 52:8,9 currency 46:22 66:21	54:9 76:3,5 79:12 dates 27:16,24 30:2,3 32:16 day 13:2 53:1 79:23 days 70:23 71:1 dca 22:25 28:19 28:21 64:2 deal 23:15 69:4 deathbed 14:5,9 debt 15:15 decade 54:21 december 10:13 12:13 17:1 decide 32:4 78:24 declaration 7:24 19:20 33:6 33:18 34:12 35:22 43:22 45:17 49:3 55:5 57:3 61:20 63:19,21 74:22 declarations 33:10 35:14 50:7 declare 39:7 61:21 63:3 declared 39:1 73:2 74:23 declares 55:15 deed 15:24 16:1 16:4 37:16	deeds 36:9,14 36:17,19 37:12 49:6,12 50:15 54:17 67:5 75:17 defendant 4:2 12:1,3,16 20:8,9 20:10 22:4,12 25:17,21,24 27:25 28:4,7,11 49:21 56:9 68:15 defendant's 6:14,19 42:16 defendants 1:23 5:9 6:7,11 13:11 33:1 43:20 45:12 47:9 59:4 63:11 65:8,16 67:21 defense 73:19 defenses 17:22 38:20 definitely 54:13 55:20 56:21 67:1 68:2,23 defraud 8:20 deliberately 51:1 deliver 26:20 46:20 48:18 delivered 58:3 deliveries 66:20 demand 19:12 25:20	demanded 25:17 demands 25:24 denies 77:17 deny 65:24 67:20 69:2,20 69:22 76:20 denying 36:15 deparation 26:3 depicts 54:24 deposited 47:18 deposition 14:6 33:7,8,9 34:16 34:17 43:25 44:8,16,19,23 44:25 45:4 46:8 46:10 47:1 50:17 58:6 70:21,21 71:7 71:10,15 81:1 depositions 71:12 derived 51:5 64:10 describe 54:4 describes 54:8 55:1,2 59:24,25 description 5:4 5:8 16:3 60:3 designed 46:22 desire 45:16 despite 25:5,24 detail 7:18 determination 75:9
d			
d 5:1 6:1 dade 1:3 dal 1:18 4:6 dalmar 1:20 4:7 dam 60:6,15 damages 22:22 26:4 30:6 36:15 36:20 37:8,11 52:7 date 2:2 6:24 8:2,22 9:2,3 12:10 18:16 20:4 21:18 40:15,17 42:24			

determinations 55:21 determine 47:8 48:21 49:11,24 50:2,10 51:19 52:18 65:17 66:22 68:14,20 determines 53:5 determining 58:25 65:21 devoid 15:17 32:5 37:3 devote 42:25 died 44:22 45:1 diego 1:5,7 3:2,3 60:7,16 differences 39:3 63:5 different 56:8 59:11 digital 81:8 82:3 direction 49:18 50:11 directly 12:4,8 22:22 disclose 50:18 54:20 57:1,14 62:17,25 disclosed 63:17 discover 35:18 discovering 36:10 discovery 21:15 44:4 46:25	discuss 7:14 9:7 15:5,24 discussed 17:13 26:6 28:2 discussion 52:6 dispute 8:2 11:6 17:21,23 18:1,7 19:7 20:14,25 21:21 27:3,6,18 29:24 31:5,11 31:11,20,21,24 41:2 44:5 62:7 62:12 65:22 66:1,16 67:19 67:22 72:6 74:9 74:11 75:4,6,8 76:7,8,21 disputed 18:18 18:22 65:23 68:25 72:17,18 75:15 disputes 11:10 40:21,22 dissipated 23:8 dissipation 23:24 28:24 29:1,5 dissolution 23:6 distribute 54:25 distributed 55:3 55:14 61:17 62:9,24 diverted 33:13 33:19 34:11	46:10 divested 39:11 61:25 62:6 divided 10:9 39:20 55:7 57:4 61:14 76:17 divides 61:11 division 44:13 divorce 8:19 12:17,25,25 23:11 25:2 52:22 71:25 divorced 10:7 60:2 docket 71:13,14 doctor 44:18 45:6 document 76:12 76:14,15 documents 36:21 37:3 doing 29:14 43:1 52:18 72:13 dollar 40:16 dollars 19:11,13 20:9 21:2 22:14 24:18 25:18 26:10 28:10 33:16 34:10 51:4,16 58:3 61:4,6 65:14 dominion 26:12 doubt 65:23,24	douglas 3:9 dragged 72:11 drug 13:25 14:7 duly 81:5 duration 60:8 duty 21:23,25 22:3,4,9,12,17 22:17,19,21,22 23:3,21,24 24:1 24:6,13,23 25:7 27:21 28:4,17 29:4 57:13,18 72:3 73:17
			e
			e 3:1,1 4:1,1 5:1 5:3 6:1,1 earlier 25:1 26:6 34:8 46:6 early 70:6 earned 45:20 50:8 51:24 54:25 66:7 67:15 eddie 3:6,11 6:5 eduardo 3:6 effectuated 65:5 effort 58:19 efforts 44:9 efr 3:8 efrlawfirm.com 3:11 eight 40:11 either 17:5 23:18 24:16 48:22 49:18,19

49:25 50:11 52:14 78:8 element 14:16 18:10 29:16 57:12 elements 18:2 20:18 21:5 22:21 26:11 28:15 30:11 74:1,5 eleventh 31:17 eliminates 59:10 employed 81:11 81:14 82:8,11 employee 81:13 82:10 enforce 64:4 enforceable 38:18 enforcement 64:5 english 60:5 enrich 45:23 57:17,20 enrichment 19:24 20:2,7,15 20:18 21:4 72:3 enter 66:19 76:22 entered 10:9 33:14 36:15 42:4 entering 72:15 entire 12:24 13:24 15:17	26:14 40:9 43:21 71:2,17 entities 51:17 entitlement 61:12 entrusted 22:6 45:22 48:25 51:25 57:15 entry 50:20 equate 38:9 equitable 20:20 30:1,3,11 31:2 56:15 68:10 equities 62:22 erroneous 36:21 error 65:9 69:21 78:8 es 81:4 esquire 3:6 4:9 4:16 essential 18:10 74:5 establish 7:2 49:20 73:19 established 10:18 23:20 30:14 35:9 40:8 50:17 establishes 54:12 estate 1:5 3:2 13:14 22:15 37:2 50:18 54:8 61:2,14	et 52:23 60:23 european 60:9 evaded 71:12 72:23 evaluate 18:9 31:4 40:6,20 75:14 evasion 73:5 evd 5:4,8 event 16:12 52:15 events 7:14 24:21 29:11 evidence 9:4 16:15 17:3,6,8 19:2 20:13,24 21:1,7,8 23:19 24:9 25:3,7,9 27:9,17 30:18 30:24 31:14,22 32:25 33:2 35:24 37:7 40:2 40:6,7,13 43:23 45:5 47:21 48:1 50:2,4,6 51:19 51:19 53:19 54:1,11 56:19 56:21 66:2 68:1 68:16 71:18,23 72:4,5 74:14 76:2,5 evidenced 23:18 evidencing 37:4 evidentiary 45:6	ex 19:18 exactly 73:14 example 15:13 31:18 49:14 except 62:16 exchanged 21:15 exclusive 23:7 exclusively 43:1 excuse 13:7 executing 53:13 exercise 28:5 exhibit 59:18 exist 31:5 39:3 45:13 63:5 70:16 72:8 existence 22:21 64:9 65:10 expansive 6:23 expiration 9:5 expired 8:24 11:2 75:23 76:1 explain 35:3 44:18 48:11 49:9 explains 60:1 explanation 47:16 48:4 51:11,23 52:1 58:1 66:3,5,20 66:25 67:1,16 explanations 65:11 expressly 38:23 63:12
--	--	---	---

extensive 8:5 extensively 37:9 extent 50:1 extramarital 13:25	68:15 69:18 75:6,7 76:6,7 failed 25:25 49:22,23 50:18 50:24 62:16,25 fails 21:4 24:1 27:5,16 29:16 31:3 failure 56:25 57:1 false 55:4,8 57:2 62:18 63:22 64:21 falsely 54:18 false 56:8 63:24 64:2 family 34:21 45:21 far 78:20 fathered 14:8 favor 49:19,21 67:2 68:15,23 68:24 favors 59:9 february 13:19 federal 18:4,24 31:16 fees 69:16 felt 73:14 fiduciary 21:23 21:25 22:3,4,7 22:16,17,19,21 23:3,20,24 24:1 24:6,13,16,22 25:7 27:20 28:1	28:13,18 29:3 30:12,15 72:3 fifth 28:21 fifty 47:4 file 16:24 39:25 70:9 filed 8:6 10:13 10:15 11:15 16:25 17:10,17 42:17 70:18 71:4 filing 50:16 filings 50:20,21 50:22,25 51:14 54:20 57:1 67:7 film 60:20 final 6:11,14,19 76:22 finalizing 45:7 financed 34:22 75:2 finances 28:6 42:13 45:22 51:25 57:15 71:6 financial 11:18 35:17,20 36:6,7 37:3 70:15 73:1 financially 81:15 82:11 find 6:21 19:6 31:15 47:10,19 53:3,25 56:22 57:5,9,10 65:3 67:2,2,10 68:8	68:23 78:14 finding 37:6,10 42:15 70:8 77:11 findings 36:13 36:16 68:15 77:5,16 78:11 fine 41:11 firm 3:8 4:10,17 first 8:11 10:22 13:14 15:1,6 16:14 17:13 20:21 24:14 30:14 36:9 38:6 46:4,11 70:3,4 five 9:20 24:21 47:4 florida 1:3,14 1:16,18,19,21 2:6 3:10 4:3,4,6 4:6,7,12,19 11:3 14:12,13,14 15:7 16:10,17 18:3 22:20,25 23:2,11,23 24:15 25:2 26:11,22 27:21 28:3 29:5 30:6,7 31:12 35:5 37:24 45:14 50:18 51:18 53:21 54:7,9,22 59:1 61:3 65:12 67:18 71:7 72:8 74:3 75:11
---	---	--	---

81:20 fly 25:2 focus 12:22 follow 47:8 followed 54:15 54:16 forced 72:12 foregoing 81:3,4 82:4 foreign 1:13 4:3 38:18 form 20:8 forthcoming 12:17,25 fortune 12:18 65:12 67:18 forward 6:20 7:1,4,13 15:11 found 35:20 foundation 40:9 founded 16:11 four 8:25 9:5 10:15 14:13 16:12 17:5 70:23 71:9 fourth 55:12 frankly 48:10 53:1 55:16 62:24 fraud 9:22 15:8 15:16 16:11,13 16:18,20 27:20 28:16,16,23 29:5 33:25 35:18 36:10	37:12,15,20 42:17 52:10 53:13,15 54:1,3 54:14 55:22,23 55:24 56:7,10 56:11 58:19,21 72:4 75:21 fraudulent 8:20 13:11 16:4 53:20 56:15 57:11,13 68:10 fraudulently 68:9 friends 46:21 58:9,11 75:2 front 18:20 full 60:1 funded 8:11 fundraising 23:15 funds 8:13 12:2 12:12,20 21:7,8 21:9,10 22:5 23:4 24:10 25:21 26:1 27:10 28:10 29:20 32:10,10 32:12,16,17 33:21,25 34:1 37:4 45:15,19 45:23 46:3,11 46:12,12,13,15 46:20 47:2,16 47:17,18,21 48:1,6,8,24,25	49:15,16 50:3,6 50:8 51:21,22 52:3,19,22,24 53:6,8 57:19 58:7,12,14,21 58:25 66:1,23 66:24 67:11,20 68:16 72:19 further 12:15 25:9 39:6 56:14 64:20 81:13 82:9	9:1 10:21,25 11:5 19:12,20 39:24 41:14,14 43:7 49:18 50:14 79:9,11 goes 27:20 31:9 going 7:17 8:25 9:7 10:21 17:18 19:23 38:1 42:20 43:5 44:11 55:3 59:12 61:16 76:24 good 6:4,6,9 31:17 41:7 49:8 79:23 government 72:25 grant 40:25 43:14 69:21 granted 18:6 40:22 grants 77:17 great 52:20 53:22
		g g 6:1 gables 3:10 gear 23:16 general 24:15 24:20 26:5,9 64:4,18 generated 61:3 66:14 genuine 18:7 gia 1:18 4:6 giamar 1:13,17 4:3,5 giamet 1:15 4:4 give 14:18 17:11 19:22 47:16 58:9 73:19 given 9:20 43:25 gives 61:11 glad 77:24 glossed 59:14 go 6:20 7:1,3,7 7:13,17 8:15,17	h h 5:3 half 55:3 62:11 halves 39:12 55:7,15 62:1,6 62:10 hand 27:20,20 31:9,9 handle 23:15

handling 28:6 hands 26:25 happened 13:24 19:14,15 34:5 34:12 35:23 43:7 71:10 75:4 harassment 8:7 10:16 hard 16:17 17:9 health 45:5 52:16 hear 10:24 35:25 43:4,5 48:20 51:19 71:17 73:20 76:19 79:9 heard 15:25 61:19 71:16 hearing 2:1 42:3 42:7,21 44:5,17 45:6,8 52:6 hearings 42:2 hearsay 35:19 35:25 heavily 36:6,19 heirs 52:15,21 held 22:8 32:10 33:22 40:13 44:17 50:23 51:14 hereto 81:15 82:11 hey 57:18 hiding 48:23,24	highlighted 76:12,13 hmm 79:19 holdings 50:18 honestly 17:15 honor 6:5,6,13 6:14,16,18,20 6:22 7:3,5,12,13 7:19 8:4,21 9:2 9:10,23 10:4,12 10:19,24 11:5 11:13 13:19 14:2,18 15:11 15:19,25 16:10 16:17,20,22 17:6,12,18 18:3 18:19 19:10,22 20:2 21:1,4,6,11 21:18,22 23:1 24:3,8,25 25:11 27:2,7,17,19 29:17,17,23,25 30:21 31:2,4,6 32:2,10 34:8,17 35:15,17,20 36:13,15 38:2 38:19 39:5 40:4 40:5,12,14,15 40:17,20,24,25 41:4,8,11,20,25 42:1,2,4,12,20 43:14,19 44:12 44:22 45:3,8,11 47:5,6 49:18 50:11,14 52:5	52:16 53:10 54:2,12 55:8,12 55:19 56:6,14 56:18 57:8,23 58:12,18 59:2,6 59:15,19 61:21 62:2,18 63:15 63:20,23 64:8 64:15,17 65:8 65:18,25 68:13 69:2,11,17,19 69:23,25 70:2,6 70:8,17,20 71:16,18 72:5 72:15 73:8,12 73:17,20 74:21 75:10,14 76:10 76:13,18,19,21 77:1 78:2,21 79:12,20 honor's 36:18 37:6,10 42:10 43:9 59:18,19 70:14 honorable 2:4 hospital 52:8 hospitalized 52:9 hours 43:5,6 household 45:21 hundred 48:11 48:12,12 hundreds 58:2 61:5 66:17	husband 29:13 39:9 61:23 i idea 34:4,4,12 40:17 79:10 identifiable 26:24 identification 21:10,14 26:18 identified 13:15 21:9,17 26:22 27:4,5 34:2 identify 26:7 27:11 36:8 45:15 46:2 47:15 50:23 58:11 identifying 46:10 ignore 64:21 68:16 ignores 66:11 ignoring 65:9 ii 21:22 59:25 iii 25:12 39:5 61:8,18 illegal 48:18 image 60:19 important 11:25 12:23 23:2 24:11 33:23 34:15 52:25 importantly 22:24
---	---	--	---

impossibility 31:23 32:22 improper 50:1 50:12 53:9 69:1 69:21 inability 47:15 inadmissible 33:2 35:11,12 35:13 inapplicable 11:2 included 62:21 including 72:24 income 45:21 50:9,22 51:24 54:25 55:1 60:25 61:10 66:7,11,13 incomes 60:3 inconsistent 26:13 incorporate 19:25 21:23 27:23 incorporating 20:4 increments 46:16 indicate 29:12 32:2 54:18 indicated 44:7 indication 14:9 34:1 38:15 individual 1:13 4:3 26:25 35:19	inequitable 20:11 28:14 infer 30:2 inferred 37:2 information 12:1,19 inherently 63:22 initial 8:14 39:21 injury 14:21 institutions 73:1 insufficient 11:9 24:14 30:6 31:9 31:12 33:1 41:3 75:6 intact 26:20 intended 13:13 intention 19:25 intentionally 23:8 interest 61:20 interested 81:15 82:12 internationally 10:15 interpret 59:7 64:18 77:14 interrupting 78:2 interruptions 73:14 intervening 45:2 68:7	interviews 60:22 invalid 38:16 invalidate 76:14 invested 57:19 investigate 37:20 investigating 16:6 investing 22:14 inviting 65:8,16 irrelevant 71:11 74:17,20 issue 36:4 47:11 52:24,25 56:9 65:17 70:12 issued 9:9,11 issues 47:13 69:18,19 item 8:3 items 16:2 70:3 iv 27:19 j jana 1:6 3:3 january 8:13 12:11 13:15 job 2:8 joint 1:9 3:4 61:20 76:18 joints 28:25 jr 1:7 3:4 judge 6:9 44:13 44:20,22 45:7 71:2	judges 79:2 judgment 6:11 6:15,20 7:9 8:1 10:19 11:5,8,22 17:20 18:4,5 19:2 31:8,18 35:6,13 36:3 38:21 40:5,25 43:15 47:7,9 49:25 50:11 53:9 54:5 65:22 65:24 67:21 68:21 69:1,3,20 69:22 70:10 72:15 74:2 76:21,22 77:17 judgment's 69:20 judicial 1:2 juniors 60:11 jurisdiction 17:16 72:8 jury 11:12 19:6 19:9 31:15,24 32:4,4 35:12,12 35:24 47:10,19 48:20 49:11,18 49:24 50:10 51:10,18 52:17 53:3,5,6,24 55:21 56:22 57:5,9,10 59:11 65:2 67:2 68:8 68:14,19,23 71:23 75:8
---	---	--	---

justify 61:1	l	lies 72:10	location 2:5
k	lack 49:5	life 60:20	long 26:16
keep 20:12 26:20	language 42:12 59:8 63:10	light 16:23 68:25	look 14:11 27:22 37:17
kept 26:25	64:18,22 65:1	limitation 11:2 17:22 76:1	52:17 60:4
kevin 2:7 81:2 81:19	large 64:14	limitations 8:25 9:6 10:23,24	looking 18:8 19:1 21:6 27:23
kind 51:8	lastly 10:4,12 29:25 31:6	11:14 14:12,13	29:18
kipnis 14:17	76:10	14:24 15:6,20	looks 16:22
klingschmid	law 3:8 4:10,17 14:21 23:23	17:5,14 37:14	lopez 2:4
2:7 81:2,19	24:15 29:7	37:23 41:2	lots 58:1
knew 20:16 42:16 53:12,15	31:13 40:23	53:16 56:12,17	love 78:15
54:3 56:9 67:23	42:18 50:19	57:7 67:24 68:5	m
68:2	72:8 78:24	68:11 75:22	m 4:16
know 6:22 19:13,14 32:18	laying 14:4	76:8	made 15:19 36:13,16 47:17
34:13 36:6	leading 7:15	limited 1:14,16 1:21 4:4,5,7	47:18 60:16
42:23 43:7,8	learned 55:22 55:23	line 50:25 68:13	71:24
45:18,19 47:5	left 13:16	lines 43:22 45:17	main 39:7
53:20 54:1,13	legal 6:21 7:2 10:20 25:22	liquid 32:10	maintain 22:9
56:11 59:13	69:14 75:11	liss 56:8 63:24 64:2	make 10:25 14:3 17:19
77:13 78:15	76:1,9	listed 27:7	19:19 24:23
79:6	legally 75:11	listen 78:23	32:11 38:23
knowing 53:25	length 15:24 46:9 51:20	litigated 70:21	48:6 55:21
knowledge 35:7 35:19,23 68:17	lengths 52:20 53:22	litigation 40:12 71:3	63:12 68:15
81:10 82:6	lengthy 6:22	lived 58:24	73:13 75:9 77:4
known 53:15 56:10 60:6	lens 59:9 65:16	lives 7:23 39:15	77:6,16,21 78:5
67:23 68:2	levy 28:19,19,20 28:20	living 7:23 39:15	78:18,20,23
knows 8:4 18:3 33:24 34:13,18	liability 1:14,16 1:21 4:4,5,8	llc 1:14,15,21 4:3,4,7	makes 23:10 37:25
71:5			making 70:8
			manage 22:6 45:22 51:25
			57:15

managed 30:24 managing 30:23 manipulated 49:1 manner 18:16 21:18 26:8 27:14,16 29:21 30:10 32:17 70:11 manufacturing 60:21 mar 1:19 4:6 maradona 1:6,6 1:7 3:3,3,4 7:23 8:19,21 9:11 14:4 16:5 21:8 23:17 27:9 32:10 36:10 38:22 39:16 40:13 42:16 43:22 44:5,8,16 44:21 45:1,9 49:2 50:6 51:9 52:8,11,12,14 52:21 53:4,6,12 53:20,25 54:3 54:13 55:22 58:22 60:7,16 62:10 63:1,8,15 66:5 67:3,10,15 67:23 68:1,23 70:22 71:15,22 72:24 73:5 74:15 75:19	maradona's 19:20 33:5 35:14 37:4 45:4 45:17 48:2,3,25 49:16 51:22,23 52:3,14,19 53:2 53:7 55:1,2 57:14 58:20 61:10 66:11,12 68:17 march 13:17,18 marital 10:5,8 23:8,25 28:24 29:1,1,6 37:1,21 38:8,12 49:10 49:12 51:13 53:13 54:23 55:9,15 56:24 57:2,3 59:4,8,13 62:19 64:8,16 66:9 67:5,9,13 68:3 76:11 marked 5:6,10 marriage 14:8 23:7,22 50:9 51:24 52:1,13 59:25 60:8,14 62:15 64:13 66:8,14,15 married 7:19 8:19 13:21 16:1 16:4 61:10 75:18 martial 51:2,15	material 11:6 11:10 17:20,23 18:1,7,9,21 19:7 20:14,25 21:5 22:3 24:2 27:3,5 27:8,18 29:17 29:23 31:4,10 31:11,24 32:6,9 32:11,14,15,16 32:19 40:7,21 40:22 41:2 69:19 74:9,11 74:21 materially 21:20 materials 21:5 matter 40:23 42:17 65:21 79:8 matters 9:13 mean 42:25 43:6 48:4 49:21 meaning 15:8 25:13 60:6 means 21:24 78:11 meant 69:5 medically 44:19 meet 49:22,23 memorandum 54:7 mention 51:3,6 61:6 mentioned 55:17 62:4,13	mere 19:2 merits 32:5,22 miami 1:3 2:6 4:12,19 migueles 1:8 3:4 million 61:12 millions 19:11 19:12 20:9 21:2 22:14 24:18 25:18 26:10 28:9 33:16 34:10 40:16 51:4,16 61:4,5 65:13 mine 75:2 minimum 42:20 53:24 65:2 67:19 69:3 minutes 29:8 misappropriated 20:9 25:19 33:21 misappropriat... 22:5,10,13 28:9 misappropriat... 23:4 misinterpret 59:7 misrepresent 49:9 misrepresenta... 15:17 16:16 37:19 misrepresenta... 15:21 16:5
--	---	---	--

56:24 misrepresented 49:12 57:22 missing 16:8 misstatement 37:21 71:8,15 mistakes 78:18 78:23 mm 79:19 moment 7:14 19:21 money 12:7,13 13:5 15:13,14 16:8 19:16,18 19:19 21:12 25:23 26:14,15 26:17,21,21,23 26:24 27:3,11 33:15 34:19,20 34:20,21,25 37:18,18 39:18 40:13,18 46:6 48:18 57:25 60:19 67:14 71:24 72:7,22 74:9,12,15,15 74:23 75:1 monica 4:9 6:7 months 45:2 morla 42:14 71:5 morla's 35:17 morning 6:4,6,9 41:7 43:2	mortgage 36:20 49:7,13 50:15 54:18 67:6 mortgages 49:7 49:13 50:15 54:17 67:6 motion 6:11,14 6:19 7:6,8,25 8:5 10:19 11:22 17:19 19:1 31:7 35:13 36:2,14 36:16 37:8,10 38:21 40:5,25 42:3,6,10,21 44:20 52:7 54:5 69:2,4,22 70:4,9 70:19 71:14 76:20 motions 33:11 motivation 52:18 motive 52:7 move 17:18 30:1 moving 31:6 mpa 4:10,17 mpalaw.com 4:13,20 msa 10:4,8 38:1 38:5,22 39:4,6 39:13 42:17 75:16,17 msj 16:3 70:19 multiple 25:16 multitude 68:6	must've 12:13 15:1 19:18 71:25 n n 3:1 4:1 5:1 6:1 name 22:15 58:13 named 58:14 naples 60:10 narrow 59:9 65:16 national 60:12 nature 30:8 72:25 nearly 6:23 8:8 necessary 6:21 7:2 18:14 need 20:13 31:4 39:24 41:9,17 74:3 needed 9:12 32:6 66:18 needs 26:24 neither 9:3,17 16:2 81:11 82:7 never 9:15,15 9:16,21 20:25 25:3,8,22 33:7 35:20 36:7 37:23 38:9 44:20 45:7 58:24 62:9,9,10 75:18 78:25 79:2,3	new 77:4 newells 60:11 news 70:24 ninety 47:4 nondisclosure 15:23 38:4,7,9 39:14 nonmarital 37:1 nonmoving 74:4 nonmoving's 19:3 nonsense 72:7 nonsensical 9:19 24:17 25:6 37:13 40:11 77:20 notary 2:7 81:19 note 12:23 november 11:15 number 33:15 o o 6:1 objection 35:25 objections 33:8 obligation 26:20 obtained 33:24 34:1 66:23 obvious 10:2 obviously 8:13 11:20 18:3 occasion 25:16 occasions 70:23 occur 17:4
--	--	---	--

occurred 8:10 8:12,14 9:20 10:2 12:24 13:17,20,23 14:25 15:1 16:21 17:3 18:17 21:25 24:5,22 25:13 36:7 44:21,24 45:1 52:2 67:10 76:5 occurred s 28:17 occurring 10:1 occurs 14:16 october 42:8 69:10,12 79:7 79:13,15,16,19 officer 81:1,2 oh 69:12 okay 6:10,18 7:8 13:9 17:11 19:22,23 36:4 40:4 41:10,12 41:18,19,24 43:8,11,16,18 44:6,14 45:10 45:10 59:22 77:8,22,25 78:9 78:17 79:11,16 79:17,19 old 60:11 once 43:4 53:15 ones 39:8 61:22 62:5,5	open 6:17 59:16 operative 11:14 11:19 opportunity 12:18 opposition 9:8 14:3 15:5 24:11 33:5 36:5,8 75:12 oppressive 72:25 order 7:1 11:17 11:20 16:6 17:25 21:20 26:22 36:15,18 42:3,5,11 69:6 76:25 77:7,11 77:12 79:13,19 orders 71:13 79:10 outcome 81:16 82:12 outright 68:11 outside 14:8 23:21 29:13 30:25 33:20,22 49:2 52:12 outstanding 60:15 overreaching 47:12 overriding 47:12 owed 19:11 22:4 22:8 28:4	own 8:23 12:4 12:14 13:3 14:25 16:21 19:16,19 21:12 22:15 39:18 52:3 57:17 76:4 76:5 owned 51:17,18 ownership 26:13 <p style="text-align: center;">p</p> p 3:1,1 4:1,1 6:1 page 60:5 paguila 4:20 paid 15:15 34:19 paola 1:8 3:4 paragraph 11:23 12:15 13:10 25:13 59:25 61:8,18 parameters 22:17 23:13,20 24:16 parents 46:5,12 46:24 58:1 75:2 part 11:8 17:18 31:5 34:17 39:5 46:9 63:22 77:14 parties 7:19 8:8 10:5,7 12:17 13:21 30:12 39:7 55:6,15 59:24 61:9,21	62:9,22 64:13 66:7,9,14,15 81:12,14 82:8 82:11 party 9:17 15:14 19:6 27:14 74:4 party's 19:3 passed 45:9 71:11 pastor 54:3,6 paula 4:16 6:7 pay 42:25 payments 33:13 33:19 pending 27:8 42:6 69:5,9 people 39:15 72:11 percent 49:19 49:21 79:5,5 perfect 31:17 performance 60:15 performed 42:13 period 53:23 68:5 78:12 perpetrate 33:25 perpetuate 40:1 person 37:15 58:14,15 personal 1:9 3:5 13:12 28:10
--	--	---	---

29:13 34:20 35:6,7,23 61:13 personally 46:19 perspective 69:15 picked 43:22 piece 54:11 pivotal 26:14 place 13:5,15 42:14 plaintiff 1:10 3:2 5:5 12:3,8 12:21 13:11,16 13:20 15:22 18:11 20:7 22:4 22:9,13 24:12 25:16 26:3 27:25 28:5,8 31:15 32:24 33:4,8 36:19 37:25 49:19 70:6 72:11,13 72:16,17 plaintiff's 8:23 11:24 12:18,20 13:8 25:20 plaintiffs 6:5 9:8 47:11 49:22 played 60:12 player 60:9 playing 55:1 67:15 pleadings 11:9 31:8 76:4	please 6:3 pled 11:10,12 31:12 32:20,21 41:3 point 7:4,20 9:8 9:25 10:14 11:15,25 13:22 14:2,17 18:23 19:24 22:24 28:20 33:6,23 34:15 35:2,4 36:11,13 38:3 38:20 44:16 45:17 55:13 57:8 66:12 72:4 73:13 74:19 75:7 76:10,12 pointed 75:25 pointing 75:16 points 24:12 33:5 portion 35:21 39:7 76:14 position 8:6 12:6 17:2 19:3 22:8 33:1 42:16 43:9 49:6 possessed 21:8 27:10 possession 21:7 37:5 possibility 59:10 possibly 19:15 56:11 63:16,18	potential 8:2,22 15:24 37:5 38:3 39:3 43:23 63:4 power 9:7,9,11 9:14,18,20 24:10,12,15,20 practice 8:5 71:14 practicing 78:24 predate 25:6 prehistoric 19:17 71:21 premised 64:5 prepared 82:3 prepares 54:7 preparing 70:5 preponderance 48:1 present 6:8 presentation 45:12 presented 9:15 9:16 35:10 42:8 43:20 45:5 49:17 59:3 presenting 43:13 presents 43:20 43:21 preserve 22:9 presiding 44:13 press 60:22 pretend 45:13	previous 36:5 71:11 previously 33:10 36:14 price 39:12 61:25 principle 56:15 68:10 prior 7:18 8:15 8:18 10:3 13:3,5 13:23 15:25 16:21 20:4 21:25 24:10,19 25:14 27:12,24 32:11 53:13 70:18 76:6 81:5 probably 65:18 72:23 problem 41:23 78:3,3,4 problems 13:12 procedure 35:6 proceed 32:22 73:15 proceeding 2:5 80:2 82:4 proceedings 81:3,5,6,9 82:6 proceeds 58:25 61:7 62:8 63:6 process 10:7 produced 21:15 production 60:20
--	--	---	---

products 60:21 professional 60:9,15 79:8 professionally 60:12 profit 28:15 profits 51:5 61:4 62:14 64:10,14 65:13 programs 60:22 prohibit 70:8,17 72:15 proof 18:12 20:15 30:22,22 34:6 40:14 72:2 72:10 74:18 proper 26:19 47:9 65:22 properly 11:12 properties 12:9 13:4 38:4 48:9 49:15 52:22 63:16,18 64:12 71:24 74:10,23 property 10:9 12:12 23:9 26:3 26:8,8,13,24 38:7,9,25 50:21 61:13 63:14 72:19 74:17 proportion 42:11 69:7,14 70:13 proposed 76:25 79:10,13,18	prove 30:7 47:25 72:6,12 72:21 74:12 proves 24:12 provide 77:18 77:23 provided 7:4 33:11 46:12,13 47:22 48:16 provides 23:7 32:24 60:2 public 2:7 35:3 36:5,9 37:22 81:19 publicized 13:12 14:5 publicly 60:6 punitive 36:15 36:20 37:8,10 52:7 purchase 8:11 12:9 36:21 45:14 46:3 47:2 48:9 49:15 51:21 67:11 purchased 9:24 12:12 13:4 51:12 55:10 65:12 66:4 purchases 8:14 10:3 15:1 17:14 32:11 49:8 61:1 purport 9:21 purpose 27:1 52:4	purposes 7:25 57:20 pursuant 12:14 put 8:21 12:10 15:11 44:11 74:4 q qualified 81:7 question 26:21 44:6 53:11 75:11 questioned 30:13 quite 15:4 r r 3:1 4:1 6:1 raid 12:18 raised 38:21 rarely 43:6 read 67:13 76:15 ready 59:20 real 13:14 22:15 37:2 50:18 54:8 61:2,14 77:10 reality 65:19 really 7:14 19:1 37:13 47:5 52:15 65:21 reason 43:14 49:8 52:19 58:20 reasonable 32:4 47:10,19 48:20	49:11,24 50:10 51:10,18 52:17 53:3,5,6,24 55:21 56:22 57:5,10 59:11 65:2 67:1 68:8 68:22 75:9 reasonably 19:6 31:15 reasoned 31:19 reasons 44:18 45:5 49:9 51:20 rebuffed 44:9 rebuttal 7:11 recall 46:5 79:1 received 39:12 61:25 62:6,10 62:11 recite 65:25 recognition 29:3 recognize 23:23 28:3 reconsider 78:12 reconsideration 42:7,9,22 43:10 69:5 70:5 record 9:4,18 11:7 16:15 17:3 17:6,8,24 18:1,6 18:18,21 19:8 19:10 20:24 21:1,6,20 24:8 24:25 25:3,9
---	--	---	--

29:11,22 30:18 30:21 31:4,5,22 32:1,5,25 33:12 34:17,23 35:3 36:2,9,17 37:3 37:22 40:6,7,20 43:21 50:3 54:2 54:12 70:7 71:2 71:13,19 72:5 72:20 73:6,21 73:24 74:25 75:3,14,23,24 76:5 77:5,7,12 77:20 78:11 81:9 82:5 recorded 81:6 recording 81:8 82:4 records 36:5,7 57:24 74:20 reduced 81:7 reference 11:18 11:21 refers 66:11 reflecting 48:8 refrain 22:5,10 refused 25:25 43:25 44:10 regard 38:23 39:2,3 63:4,5,12 regarding 8:3 11:1 14:4 15:21 15:25 18:4 32:15 35:6 36:13,17 37:7	42:13 49:7 50:5 50:7 51:13,13 56:24 62:3 64:16,22,24 68:16,17 70:4 70:12 71:3 73:4 73:25 75:8,21 76:3,7,8 77:3 regards 53:1 regular 60:17 rehab 52:9 rehabilitation 13:13 14:7 rehearing 42:24 69:8 reiterate 25:12 related 16:7 22:23 70:11 81:11 82:7 relationship 23:21 28:1,8,13 28:18 29:4,13 30:8,13,16,25 39:17 relationships 14:1 relative 81:13 82:10 release 60:20 63:24 64:6,11 64:18 releases 63:25 64:4 relevant 15:8 36:22,25	relied 35:17 36:6 37:15,20 70:15 relies 36:19 rely 33:10 60:25 63:11,23 relying 15:22 remain 62:5 remained 61:9 remarkable 58:3 remedy 14:22 23:7 28:25 38:11 75:17 remote 2:5 render 53:7 68:24 repeatedly 46:2 57:22 repelled 44:9 reply 41:6 report 54:4,6,10 68:2 73:16 reported 2:7 58:7 reporting 46:17 46:23 58:5 66:21 repose 56:1,2,12 75:20 representation 62:2,19 64:21 representatives 1:9 3:5	represented 38:17 republic 60:11 request 77:24 requested 47:9 require 65:24 required 50:19 77:16 requirements 46:17,23 58:6 66:21 requires 45:12 50:22 59:6 64:17,20,23 67:20 77:4,21 reserve 42:21 69:4 residing 13:13 13:20 respect 28:5 response 7:10 7:11 53:18 54:4 70:5 responses 46:25 result 16:5 26:2 28:11 60:14 resulted 36:9 64:13 65:13 retain 28:15 retained 20:11 20:17 return 25:18,21 25:25 returned 25:22
--	--	--	---

reverse 38:15 reversed 78:25 79:2,4 review 34:18 reviewed 17:8 24:3 29:7 34:8 reviewing 77:21 right 12:11 25:22 38:23 41:21 63:12 76:23 79:5,21 road 3:9 rodriguez 3:6 6:4,5 41:6,7,11 41:13,15,18,24 43:3,8,12,17,19 44:2,4,11,15 45:11 47:23,25 56:2,6 59:17,22 69:10,13,24 73:3 77:1,3,8,13 78:1,5,8,9,13,17 78:20 79:8,22 79:23 rosana 1:12 4:2 6:2 ruiz 44:13,22 45:7 71:2 rule 18:4,5 77:4 77:15 79:4 ruled 44:20,22 44:24 79:3,3 rules 35:5 ruling 42:21 69:4 70:17	77:14 run 14:21,24 23:14 53:16 56:13 s s 3:1 4:1 5:3 6:1 sales 62:15 63:7 sanction 42:11 sanctions 42:4 69:6 satisfied 75:5 saw 12:9 saying 12:24 13:4 62:4 71:5 73:16 77:12 says 14:15,20 16:11,23 18:5 18:25 19:11,20 20:23 23:13 28:22 33:18 34:10,12,18,19 35:22 37:17 45:18 49:2 60:6 61:21 76:16 78:11 scheduled 42:7 scheme 8:20 10:16 12:24 13:11,24 53:20 scintilla 19:2 scope 29:12,14 29:19 30:16 screen 6:15 41:15 59:15	seal 44:17 search 36:9 second 11:4 13:7 14:18 16:14 17:11,19 19:22 38:11 41:16 53:11 57:12 60:5 70:20 secondly 67:22 section 61:8 76:13 see 9:10 51:18 seeking 13:24 14:7 69:15 segregated 27:12 send 76:24 79:9 sense 23:10 24:23 separate 7:23 10:10 29:6,9 38:6 39:15,17 39:17 70:11 separated 7:20 7:22 8:9 37:22 52:12 separation 8:10 12:17 17:13 september 2:2 series 10:15 72:12 served 60:18 set 70:7,22,24	settlement 10:6 10:8 38:8,12,24 51:2,15 53:13 54:23 55:9,16 57:2,3 59:5,8,13 62:20 63:13,24 64:8,16 66:10 67:9,13 68:3 76:11 seven 70:16 seventy 47:4 several 46:5 sevilla 60:10 share 6:15 41:15 59:15 shared 30:12 shifted 46:5 shocking 71:21 should've 17:10 53:15 56:9 67:23 68:2 70:18 show 42:4 57:23 57:24 75:18 78:10 showed 13:19 showing 18:10 19:5 74:4 shows 18:6 70:25 shred 72:4 sic 11:1 12:19 13:16,17,18 16:3 19:25 20:8 22:7 25:16,20
--	--	--	--

25:20,21,22,24 25:25 26:1,3 28:10,12,12,14 28:25 29:2,11 33:19,20 36:19 36:22,23,25 37:2 39:9,11,21 60:12 61:3 75:25 76:8 side 46:1 64:23 67:16 sided 43:20 signature 81:18 82:16 signed 51:3,8 55:10 68:4 significance 47:6 53:14 63:23 68:18 69:14 significant 36:12 46:9 53:22 56:19 58:18 61:4 62:21 simple 59:23 simply 28:23 48:4 50:4 55:8 62:16 72:6 single 16:1,3 37:17 48:8,10 51:3,6 54:19 58:13 75:18 sir 79:24	sit 43:5 44:19,23 44:25 sitting 27:11 six 47:4 55:10 skills 81:10 82:6 slander 8:7 slide 35:4 small 67:18 soccer 60:18 70:25 sold 55:11,11 soon 59:19 sought 38:14 source 46:3,10 46:11 47:16 48:16,24 50:3 52:24 66:1 67:19 68:16 72:19 sources 60:25 south 3:9 52:16 speak 15:3 speaks 38:2 76:12 specific 14:17 23:5 26:17,21 27:1 42:12 specifically 8:12 16:10 38:22 45:22 73:22 speculation 34:24 35:8,11 35:15 46:1 spend 34:19 59:12	spent 15:4 42:2 spot 78:12 spouse 23:8,14 spouses 23:4,6 standard 47:7 68:22 start 11:13 19:23 41:10 56:13 67:24,25 started 46:4 starts 39:5 41:18 52:10 53:16 state 8:16 11:3 14:12,12 15:7 22:2,20 23:2,11 26:11,22 27:21 29:5 30:5,7 37:24 68:22 74:3 75:10 81:20 stated 74:22 statement 26:10 48:3,8 statements 15:18 57:14 states 7:24 9:12 12:1 17:16 33:20 38:22 39:6 46:16,20 46:23 47:17 48:7,13,19 49:3 58:3,23,23,24 64:3 66:19 72:9 74:10,13,16	stating 16:1 statue 11:1 29:2 75:25 76:8 status 36:21 37:22 49:10,12 51:13 56:24 67:5 statute 8:24 9:5 10:22,24 11:14 14:11,13,14,23 15:6,20 17:5,14 17:22 23:7 37:14,23 41:2 53:16 56:1,3,12 56:12,16 57:7 67:24 68:4,11 75:22 stem 7:16 36:23 step 10:6 stipulating 8:1 stole 71:25 stoled 24:18 72:22 stolen 8:14 12:13 13:5 19:18 22:18 32:16,18 34:10 40:16 74:15 stop 16:17,20 story 46:4 48:21 48:22 stricken 14:4 35:16 69:17 strictly 60:17
--	--	--	---

striking 11:17 11:21 70:12 struck 35:18 42:12 structured 46:22 58:5 structuring 48:18 subject 26:16,19 submit 71:23 79:18 submitted 11:11 19:9 31:23 32:3 substantiate 20:22 74:6 successful 60:8 suffice 19:4 sufficient 18:1 18:10 37:7,23 74:4 suggest 68:8 suggesting 53:19 suggestion 25:1 suite 3:9 4:11,18 summaries 35:11 summary 6:11 6:15,20 7:9,25 10:19 11:4,8,22 17:20 18:4,5 19:1 31:8,18 35:6,13 36:2 38:21 40:5,25 43:14 47:7,8	49:25 50:11 53:9 54:4 65:22 65:24 67:20 68:21 69:1,3,20 69:20,21 70:10 72:15,17 74:2 76:20,22 77:17 support 18:2,14 23:19 32:6,9,12 32:14,15,17 33:3 40:7 71:19 76:2 supporting 19:3 supposed 29:14 supposedly 58:9 61:1 supreme 18:25 sure 43:3 47:1,2 47:3 58:15,16 78:1,13 surely 47:19 57:10 sustained 14:21 26:4 sworn 81:5	takes 9:2 16:21 talks 61:9,13,14 61:16 67:14 tax 50:16,20,21 50:22,25 51:14 54:19 56:25 67:7 73:5 74:19 74:20 taxes 72:23 74:23 team 60:13 teams 60:18 television 60:22 tell 58:13 telling 43:7 77:19 tens 58:2 66:17 testified 7:21 24:24 46:9,11 testifying 81:5 testimony 9:10 9:14 29:12 45:6 47:14,20 65:10 74:24 thank 7:12 41:4 41:5,13,22 45:10 69:24 73:12 76:23 79:19,21,24 theft 7:18 8:12 8:22,24 9:20,22 10:1,2,14 11:24 12:10,22 13:5,9 14:25 15:9,13 15:21 16:6,7,21	17:3 18:16,16 31:14,22 32:2 36:24 37:5 38:9 40:10 53:8 76:3 76:5 theories 10:20 theory 28:25 33:15 34:5,6 thereforth 20:2 therefrom 64:10 thing 60:24 61:2 things 22:13 28:9 33:4 45:8 49:17 think 35:22 39:23 45:25 60:4 thinks 71:22 third 9:16 15:14 22:25 27:14 28:19 31:7,7 59:2,6 64:2 thousand 47:4 48:11,12,12 thousands 58:2 61:5 66:17,18 three 9:23 10:20 10:20 11:8 39:16 41:1 48:12 55:11 62:14 70:22,22 time 2:3 14:6 15:4 42:3,25 44:19 51:15 53:23 59:12
	t t 5:3 tab 7:9 14:19 23:1 39:5 59:18 take 7:13 33:8 44:7 71:7 taken 12:7 27:15 29:20 33:7 42:14 81:3 81:12 82:9		

61:3,6 66:13 71:18 79:20 timeframe 10:1 14:10 timeline 7:3,14 10:19 12:10 17:12 20:3 times 22:3 58:16 timing 13:10 68:17 titled 61:8,20 today 18:20 36:1 42:19 43:15 47:8 59:4 59:14 61:19 69:22 70:8,17 70:19 72:22 today's 6:24 8:1 together 76:15 told 33:17 58:6 toll 16:7 37:14 37:23 56:16 67:25 75:21 tolled 68:12 tolling 11:1 15:4 15:6,7,20 16:16 17:7 57:7 tolls 56:17 took 13:15 45:18 52:2 tort 23:3,12,23 28:23 total 47:3 totality 26:4	trademark 60:21 transaction 13:14,18 23:5 30:13,19,22 transactions 12:5 13:17 30:19 34:20 37:2 46:22 48:18 51:16 52:2 54:8 58:5 61:2 transcriber 82:1 transcript 82:3 82:5 transcriptionist 81:8 transfer 18:16 21:18,19 24:10 40:14 48:10 transferred 12:3,8 21:13 27:13 32:12 49:1 transferring 12:19 15:13,14 translation 60:5 transported 46:15 travel 9:12 58:22 70:25 71:6 traveled 44:18 treatment 13:25	tried 44:7 true 28:2 43:24 81:9 82:5 trust 22:8 trying 58:22 turned 48:7,9 two 10:6,10 14:8 17:19 33:10 38:6 47:12 48:11 52:25 71:16 typewriting 81:7	56:4,5 understanding 78:16 undisclosed 65:4,5 undivided 39:9 61:9,23 62:5 unhurl 73:4 unit 10:3 united 9:12 17:16 33:20 46:15,20,23 47:17 48:7,13 48:19 49:3 58:3 58:23,23,24 66:19 72:9 74:10,12,16 units 9:23 unjust 19:24 20:2,7,14,18 21:4 72:2 unsubstantiated 73:24 uruguay 52:10 use 21:11 28:10 45:23 57:16 used 9:15,16,19 9:21 25:3,4,8,10 36:25 46:3,7 47:2 48:2,8 50:5 51:21 52:3 54:2 57:19 59:1 66:1 66:24 67:11 74:9
		u	
		u.s. 46:16 ultimately 33:24 unable 70:25 uncredible 51:11 58:1 65:11 66:3 67:2 under 10:23 11:3,3 15:7 17:15,16 21:20 22:20 24:14 26:22 28:17 31:12 33:14 35:5 44:17 46:16 50:12,19 66:20 68:10 72:8 75:4,10 77:15 undergoing 13:12 understand 45:16,25 50:25	

using 20:3 49:15 58:20	45:18 46:2 50:5 50:17,23 51:9 52:11,13 53:21 54:9,19,24 55:4 55:5,10,23 56:22 58:19 59:9 61:11,15 62:3,13,16,19 62:24 63:8,22 64:14,21 65:6 66:2,3,12,13,17 67:5,7,17 68:7 68:19 71:17 72:6 74:9 76:18	walker 18:24 31:16 want 30:3 36:4 52:5 59:12 70:3 73:13 76:24 78:5,7 way 17:15 24:16 24:20 32:3,13 37:14 42:15 48:17 53:25 57:19 59:11 73:14,18 78:23 we've 8:4 10:18 17:7 27:7 28:2 30:14 40:8 46:2 57:23,24 wealth 22:10,11 wednesday 2:2 week 70:6 weighing 36:2 welcome 6:10 went 13:8 16:9 20:1 51:20 52:15,20 whatsoever 11:6 15:18 17:3 20:22 39:22 wife 19:18 31:1 39:10 57:15 61:23 71:23 willingness 64:4 win 49:23 wire 48:10 witness 81:4	woman 54:19 won 46:6 words 15:16 18:13 19:7 37:15 69:16 worked 34:21 working 78:24 worth 61:5 would've 8:24 16:7,24 23:17 44:22,24,25 46:15,21 48:17 62:22,23 writing 23:18 25:17 wrong 79:6 wrongful 26:2 26:12
usually 42:24			x
v			x 5:1,3 33:17
v 1:11 28:19,20 28:21 56:8 63:24 64:2 valid 38:18 43:10 various 10:25 12:5 14:3 36:16 42:2 verbal 51:8 64:25 verdict 53:7 68:24 versus 16:1,4 75:18 77:21 videoconferen... 2:1 3:7 4:9,16 view 43:21 51:10 59:11 65:15 66:13 viewed 12:16 viewing 27:7 villafane 1:12 4:2 6:2 7:21 10:16 12:2,8,16 15:12 19:15 20:10,16 22:4,7 25:18,25 27:13 27:25 28:4,7,12 32:13 37:5 38:22 39:22 40:15 45:13,14	villafane's 8:6 9:10 12:3 14:6 34:16,16 36:20 47:15 48:4,23 49:6 51:11 60:25 61:2 65:10,10,11 72:18 visa 58:23 voluntarily 20:10,19		y
	w		y 33:17 yeah 7:11 34:18 73:23 year 9:5 14:13 16:20 17:5 55:12 71:9 years 6:23 8:8 8:25 9:21 10:2,9 10:13 15:23 16:3,12,13,18 17:17 24:21 38:10 39:16 40:12 46:5
	waffled 58:15 wait 79:7 waive 38:23 63:12 waived 63:16,18 waiver 59:5 63:10 64:11,15 65:1,5		

55:25 68:7 70:16,22 71:11 71:12 75:16,21
z
z 33:17 zero 18:20 21:1 24:9 30:24 31:14 73:24 74:14 75:15

FLORIDA RULES OF CIVIL PROCEDURE

Rule 1.310

(e) Witness Review. If the testimony is transcribed, the transcript shall be furnished to the witness for examination and shall be read to or by the witness unless the examination and reading are waived by the witness and by the parties. Any changes in form or substance that the witness wants to make shall be listed in writing by the officer with a statement of the reasons given by the witness for making the changes. The changes shall be attached to the transcript. It shall then be signed by the witness unless the parties waived the signing or the witness is ill, cannot be found, or refuses to sign. If the transcript is not signed by the witness within a reasonable time after it is furnished to the witness, the officer shall sign the transcript and state on the transcript the waiver, illness, absence of the witness, or refusal to sign with any reasons given therefor. The deposition may then be used as fully as though signed unless the court holds that the reasons given for the refusal to sign require rejection of

the deposition wholly or partly, on motion under
rule 1.330(d)(4).

DISCLAIMER: THE FOREGOING CIVIL PROCEDURE RULES
ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.
THE ABOVE RULES ARE CURRENT AS OF APRIL 1,
2019. PLEASE REFER TO THE APPLICABLE STATE RULES
OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS

COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted

fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

Veritext Legal Solutions complies with all federal and State regulations with respect to the provision of court reporting services, and maintains its neutrality and independence regardless of relationship or the financial outcome of any litigation. Veritext requires adherence to the foregoing professional and ethical standards from all of its subcontractors in their independent contractor agreements.

Inquiries about Veritext Legal Solutions' confidentiality and security policies and practices should be directed to Veritext's Client Services Associates indicated on the cover of this document or at www.veritext.com.