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IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA FAMILY DIVISION CASE NO. 2014-019321-FC-04 (17)	<b>- EXHIBITS -</b>
TAMARA VERDUGA TOPIC, ) Petitioner/Wife, ) and ) MARION TOMISLAV TOPIC, ) Respondent/Husband. ) -----X	<b>PETITIONER'S FOR IDENTIFICATION PAGE</b>
2601 South Bayshore Drive Miami, Florida Tuesday, December 2, 2014 10:05 a.m.	Composite Exhibit No. 1: Motion to dismiss 10  Exhibit No. 2: Memorandum of law 52  Exhibit No. 3: Copy of napkin agreement 85  Exhibit No. 4: 6-13-14 Spanish note 93  Exhibit No. 5: Newspaper article 114
DEPOSITION OF MARION TOMISLAV TOPIC  Taken before IRENE L. ELLIOTT, Registered Professional Reporter and Notary Public in and for the State of Florida at Large, pursuant to Notice of Taking Deposition in the above cause.	
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APPEARANCES: COFFEY BURLINGTON (BY ALBERT G. CARUANA, ESQ.) 2601 South Bayshore Drive, PH Miami, FL 33133 acaruana@coffeyburlington.com on behalf of the Petitioner  VILAR LAW, P.A. (BY MR. PATRICK VILAR) 66 West Flagler Street, Suite 500 Miami, FL 33130 patrick@vilarlaw.com  ALSO PRESENT:  XAVIER CASTRO TAMARA VERDUGA TOPIC  - I N D E X -  WITNESS            DIRECT    CROSS MARION TOMISLAV TOPIC (By Mr. Caruana)    4        --	Thereupon-- MARION TOMISLAV TOPIC was duly administered the following oath by me: Do you swear or affirm that the testimony you are about to give in this cause will be the truth, the whole truth and nothing but the truth? THE WITNESS: Yes. DIRECT EXAMINATION BY MR. CARUANA: Q. Please state your name. A. Marion, M-A-R-I-O-N, Tomislav, T-O-M-I-S-L-A-V, Topic, T-O-P-I-C, Granados, G-R-A-N-A-D-O-S. Q. And your date of birth, please. A. March 18, 1957. Q. And you are a citizen of Ecuador? A. Yes. Q. You have an Ecuadoran passport? A. Yes. Q. Do you hold any other passports? A. No. Q. What is your residence address in Ecuador? A. It is Villa No. 8 Laguna Dorada, Samborondon.

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1 Q. And how is that property titled, sir?  
 2 A. I'm sorry, what do you mean?  
 3 Q. Who owns it?  
 4 A. A company.  
 5 Q. What company?  
 6 A. That property is under a company. I  
 7 don't remember the name exactly. Leo something.  
 8 Q. When did you first take occupancy of  
 9 Villa No. 8 at Laguna Dorada?  
 10 A. Roughly a year ago.  
 11 Q. December of 2013?  
 12 A. No, a little bit more than that.  
 13 Q. March of --  
 14 A. No, no. I don't remember the date. Let  
 15 me think. Around June perhaps or July. I cannot  
 16 tell the date exactly. By occupancy, you mean to  
 17 go and live there?  
 18 Q. When did you move in?  
 19 A. Around June, July.  
 20 Q. Where were you residing before that?  
 21 A. In an apartment in La Puntilla.  
 22 Q. Do you have an address?  
 23 A. No, not that I recall.  
 24 Q. How long did you reside there?  
 25 A. Over a year.

1 Q. Prior to any transfer of stock --  
 2 A. I haven't done any transfer.  
 3 Q. So are you the hundred percent owner of  
 4 Telconet directly or through entities?  
 5 MR. VILAR: Objection to the form of the  
 6 question.  
 7 A. No, I'm not.  
 8 Q. Who owns Telconet?  
 9 A. Two shareholders.  
 10 Q. Who are they?  
 11 MR. VILAR: One second, Mr. Caruana. We  
 12 have an understanding that the deposition is  
 13 limited to jurisdiction issues; is that correct?  
 14 MR. CARUANA: The deposition is limited  
 15 to all matters raised in your motion to dismiss,  
 16 including the affidavit of your client in support  
 17 of the motion to dismiss, that is correct.  
 18 MR. VILAR: The e-mail that I have from  
 19 you says as to jurisdictional issues, correct?  
 20 MR. CARUANA: Yes, raised by your motion  
 21 to dismiss. Now, you moved to dismiss on various  
 22 grounds.  
 23 MR. VILAR: Correct.  
 24 MR. CARUANA: Subject matter, personal  
 25 jurisdiction, and you claim that because he's

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1 Q. When did you last reside with your wife?  
 2 A. February 2013.  
 3 Q. When did you become separated?  
 4 A. February 2013.  
 5 Q. Where was she residing when you  
 6 separated?  
 7 A. At the marital home.  
 8 Q. And what is the address of the marital  
 9 home?  
 10 A. I don't remember the address now. It's  
 11 in Olivos II.  
 12 Q. Who owns the title to that property?  
 13 A. A company.  
 14 Q. What is the name of the company?  
 15 A. Cerinsa, S.A.  
 16 Q. Cerinsa S.A. And where was that company  
 17 incorporated?  
 18 A. I don't know.  
 19 Q. Who owns the stock of Cerinsa?  
 20 A. Telconet.  
 21 Q. Prior to the transfer to your son by  
 22 your first marriage, who owned the stock of  
 23 Telconet?  
 24 A. I didn't transfer stock to my son. What  
 25 do you mean prior to the transfer?

1 supporting her, that we failed to state a cause of  
 2 action. And our response to that in our memorandum  
 3 of law to the Court is that, no, it has to be  
 4 support commensurate with the standard of living  
 5 and so forth. So this goes to standard of living.  
 6 MR. VILAR: Are you intending to inquire  
 7 as to all of his assets at this time?  
 8 MR. CARUANA: Not necessarily, just  
 9 sufficient to show that the amount being paid is  
 10 not commensurate with the wife's needs based on the  
 11 standard that they enjoyed during the intact  
 12 marriage.  
 13 MR. VILAR: Understood.  
 14 MR. CARUANA: That was a specific ground  
 15 that you raised in your motion to dismiss.  
 16 MR. VILAR: That is correct.  
 17 MR. CARUANA: You said no cause of  
 18 action has been stated here because he was paying  
 19 2,500 and then he increased it to 3,000 and then he  
 20 increased it to 4,000, if you recall.  
 21 MR. VILAR: Yes.  
 22 MR. CARUANA: So I'm just getting some  
 23 background on the financial capabilities in order  
 24 to demonstrate that 4,000 per month is not even a  
 25 drop in the bucket compared to the financial

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1 capability that exists and the lifestyle during the  
2 marriage.

3 MR. VILAR: Alleging that's the standard  
4 the Court would be required to look at, assuming.

5 MR. CARUANA: That's the law in the  
6 Third District. Quinones versus Quinones.

7 MR. VILAR: Correct, we are familiar  
8 with the law, but I'm just saying her need is also  
9 a particular --

10 MR. CARUANA: Of course all of those  
11 factors enumerated in 61 are bona fide areas of  
12 inquiry at a discovery deposition, but I agree with  
13 you that the scope of this examination and that of  
14 the wife is limited to the matters raised in your  
15 motion to dismiss, which were subject matter,  
16 personal jurisdiction and failure to state a cause  
17 of action. I agree.

18 MR. VILAR: I would agree with that.

19 MR. CARUANA: I do acknowledge that that  
20 was our agreement.

21 MR. VILAR: Okay.

22 MR. CARUANA: And if you feel I'm going  
23 beyond the scope, let me know and I'll reconsider.

24 MR. VILAR: Okay.

25 MR. CARUANA: I'm just trying to

1 Composite Exhibit No. 1: Motion to  
2 dismiss, for Identification.)

3 Q. Let me show you, sir, what has been  
4 marked as Petitioner's Exhibit 1 for  
5 identification. It's the motion to dismiss for  
6 lack of subject matter jurisdiction, lack of  
7 personal jurisdiction and failure to file a  
8 maintainable action under Florida law that you  
9 caused your legal counsel or your legal counsel  
10 filed on your behalf in this case.

11 Attached to this is your sworn  
12 affidavit. Take a minute, show it to counsel, and  
13 tell me in fact if you can identify that as being  
14 your motion to dismiss in this cause, which  
15 includes your affidavit of Marion Tomislav Topic.

16 A. Yes.

17 Q. And you recall signing this affidavit  
18 after first being placed under oath?

19 A. Yes.

20 Q. And turn to Page 4, please, sir, of your  
21 affidavit. Is that your signature?

22 A. Yes.

23 Q. Did you read the paragraph in bold face  
24 of your signature at the time you signed it?

25 A. There is one paragraph, yes.

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1 determine in a general way to inform the Court your  
2 client's background, his financial interests, and  
3 to show that they had a standard of living which is  
4 not now being met.

5 MR. VILAR: Okay.

6 MR. CARUANA: And it will be for another  
7 day an intensive examination as to assets, whether  
8 they are marital or not, whether they have been  
9 dissipated or not, or conveyed.

10 For example, I have certain information  
11 that his son received 30 some percent of Telconet  
12 for six million dollars book value at a certain  
13 point in time recently, relatively recently.

14 He's just denied that. I don't know  
15 that we need to get into that given the scope of  
16 today's deposition, but his answer intrigues me, so  
17 I may want to pursue that just because of the  
18 response he gave.

19 But let me finish, and if you think I'm  
20 exceeding the scope, alert me and we'll decide  
21 whether to agree or not to agree --

22 MR. VILAR: Agreed.

23 MR. CARUANA: -- on the scope issue.  
24 But I do acknowledge an agreement as to scope.  
25 (Thereupon, documents were marked

1 Q. Would you read that out loud for me,  
2 please?

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

8 Q. Now, please turn to the numbered  
9 paragraphs. Look at Paragraph 3. This is the  
10 property that you described in your testimony  
11 earlier this morning that you're now residing in;  
12 is that correct?

13 A. That's correct.

14 Q. And it's owned by a company and you  
15 don't remember the name, but it's Leo something?

16 A. Yes.

17 Q. Do you own any interest in the Leo  
18 something company?

19 A. No, I don't.

20 Q. Who does?

21 A. Telconet does.

22 Q. So Telconet is the owner of Villa No. 8?

23 A. Yes.

24 Q. And what was the fair market value of  
25 Villa No. 8 at the time you acquired it?

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1 A. I don't know the fair market value.

2 Q. What did Telconet or Leo something pay  
3 for it?

4 A. We have an NDA signed with the previous  
5 owner.

6 Q. I'm sorry?

7 A. NDA is a nondisclosure agreement. I  
8 understand we have an NDA with the previous owner.

9 Q. It doesn't matter because you're under  
10 process here and you're under oath. So your lawyer  
11 can designate this portion of the transcript as  
12 confidential under our rules and that would protect  
13 you under your nondisclosure agreement with  
14 whomever you say you have it with.

15 MR. VILAR: May I have a minute with my  
16 client?

17 MR. CARUANA: Of course. You want me to  
18 step out?

19 MR. VILAR: No.

20 (Off the record.)

21 MR. VILAR: Counsel, my client indicates  
22 in this particular matter there wouldn't be a  
23 problem designating this portion of the transcript  
24 as confidential so he's not in violation of the  
25 nondisclosure agreement; however, he does have

1 just a simple nondisclosure agreement among the  
2 parties and the attorneys which would protect and  
3 still allow the process to go forward.

4 That's a proposal if we get into any  
5 sensitive nature. We may not, and this particular  
6 issue is not an issue, but there may be other  
7 matters.

8 Q. What was the purchase price of Villa No.  
9 8?

10 MR. VILAR: Please mark this part in the  
11 transcript.

12 A. Understand, this is confidential  
13 information as requested by the previous owner.  
14 The purchase price was around 900,440, 945,000.

15 Q. U.S. or Ecuadoran money?

16 A. U.S. dollars, which was the actual  
17 Ecuadoran money.

18 Q. Is there a mortgage?

19 A. At the home?

20 Q. Yes.

21 A. No.

22 Q. So cash was paid?

23 A. Cash was paid.

24 Q. Did you make any improvements to Villa  
25 No. 8 in Laguna Dorada?

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1 other nondisclosure agreements for other matters  
2 that have sensitive information, and if we get  
3 involved in that, any of those questions regarding  
4 that matter, we would have to maybe address that in  
5 a different way.

6 Maybe we can have an agreement that a  
7 nondisclosure agreement will be signed by the  
8 parties and the attorneys to protect his legal  
9 rights and not expose him to any liability.

10 MR. CARUANA: I think the law is fairly  
11 clear that private nondisclosure agreements do not  
12 control over processes of the Court and testimony  
13 under oath, so I don't want to get into it with you  
14 now.

15 Let's just wait and see if I ask him  
16 anything that's subject to that type of an  
17 agreement. But at the end of the day, he's here  
18 under a notice of deposition in a pending action in  
19 Dade County, so he's required to answer.

20 Nondisclosure agreements are private  
21 contracts and cannot trump the process of the  
22 Court.

23 MR. VILAR: It just may expose him to  
24 liability in Ecuador, and the way we can resolve  
25 this without extreme measure to either party is

1 A. Yes.

2 Q. Did you make any improvements?

3 A. Yes.

4 Q. Were these financed by Telconet?

5 A. Yes.

6 Q. And what is the approximate value of the  
7 improvements made at Laguna Dorada?

8 A. This is a guess, 200,000.

9 Q. Did Telconet acquire this property  
10 before or after the separation?

11 A. After.

12 Q. Were any legal proceedings filed by  
13 either party for dissolution of your marriage or  
14 distribution of marital assets at the time Telconet  
15 acquired through an entity the Laguna Dorada Villa  
16 No. 8?

17 A. Before -- wait a minute. No.

18 Q. Does anyone reside there with you, sir?

19 A. Yes.

20 Q. Who?

21 A. My two sons.

22 Q. And what are their names?

23 A. Jan Tomislav Topic Feraud and Goran  
24 Andjelco Topic Verduga.

25 Q. Andjelco is your son with Tamar?

1 A. Yes.  
 2 Q. And is it Jan?  
 3 A. Jan.  
 4 Q. That is a son you have with a prior  
 5 spouse --  
 6 A. Yes.  
 7 Q. -- is that correct, sir?  
 8 A. Yes.  
 9 Q. And how old is Jan?  
 10 A. 31.  
 11 Q. And how old is Andjelco?  
 12 A. 22.  
 13 Q. Does Andjelco attend Lynn University in  
 14 Boca Raton, Florida?  
 15 A. No, he's not.  
 16 Q. Is he scheduled to do so?  
 17 A. Yes.  
 18 Q. Was he admitted to the institution as a  
 19 student?  
 20 A. Very recently, three weeks ago.  
 21 Q. He had applied for admission?  
 22 A. Yes, as well as to many others.  
 23 Q. And he's made a decision which one he  
 24 will attend, sir?  
 25 A. Three weeks ago, yes.

1 were personally served?  
 2 A. At Dadeland Mall in Miami.  
 3 Q. Miami-Dade County, Florida?  
 4 A. Yes.  
 5 Q. And who was with you besides your son,  
 6 if anyone?  
 7 A. Nobody else.  
 8 Q. Just you and your son?  
 9 A. No. My son was not with me.  
 10 Q. You were alone?  
 11 A. Yes.  
 12 Q. Returning to Composite Exhibit 1, that  
 13 states, among other things, that you and  
 14 Ms. Verduga Topic were married in Dade County,  
 15 Florida on December 16, 1991; is that correct, sir?  
 16 A. Yes.  
 17 Q. And in Paragraph 19 you state, quote, we  
 18 have never lived in Miami, Florida or in the United  
 19 States, close quote.  
 20 A. Yes.  
 21 Q. Did you ever reside in a residence in  
 22 Dade County, Florida together with your wife after  
 23 December 16, 1991 which was not a motel or a hotel  
 24 or the like?  
 25 A. Never as a resident.

1 Q. And please tell us what that decision  
 2 was.  
 3 A. He wants to come to study to Lynn  
 4 University.  
 5 Q. In Boca Raton?  
 6 A. In Boca Raton.  
 7 Q. And were you in Florida in August  
 8 together with your son?  
 9 A. Yes.  
 10 Q. And at that time, do you recall in  
 11 August being personally served with the current  
 12 petition for support unconnected with divorce?  
 13 A. Yes.  
 14 Q. And that occurred on August 13, 2014 at  
 15 approximately 5:30 p.m.; is that correct, sir?  
 16 A. No.  
 17 Q. When was it?  
 18 A. It occurred on August 13 at 2:30  
 19 something, I think.  
 20 Q. P.m.?  
 21 A. Yes.  
 22 Q. Eastern standard time?  
 23 A. Yes. I can't tell you the exact hour,  
 24 but it was not at 5:00.  
 25 Q. That's fine. Where were you when you

1 Q. I didn't ask if it was as a resident.  
 2 I'm just saying, did you ever physically stay in a  
 3 home or an apartment that was not a hotel with your  
 4 wife in Dade County, Florida after you married her?  
 5 MR. VILAR: Objection to the form of the  
 6 question.  
 7 A. We stayed as a tourist at her father's  
 8 apartment in Hialeah sometime.  
 9 Q. Anywhere else?  
 10 A. At sometime we stayed at a friend's  
 11 house in Flagler as a tourist.  
 12 Q. 650 Northwest 122nd Court, is that the  
 13 address for your friend's house?  
 14 A. 650?  
 15 Q. Yes, 650 Northwest 122nd Court,  
 16 Miami-Dade County, Florida. Is that the address of  
 17 the house of a friend that you sometimes stayed at  
 18 in Dade County, Florida, according to your  
 19 testimony, after you were married to Ms. Verduga  
 20 Topic.  
 21 A. No.  
 22 Q. What was the address of that friend's  
 23 house?  
 24 A. I don't remember. It was 7th Lane, way  
 25 to the west. I don't remember.

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1 Q. Who is Ricardo Rivera?  
 2 A. A friend of mine.  
 3 Q. Did you ever tell your wife that you and  
 4 Ricardo Rivera were partners and owned the home at  
 5 650 Northwest 122nd Court in Miami-Dade County,  
 6 Florida at any time after your marriage to her,  
 7 sir?  
 8 A. No.  
 9 Q. Did you and she, at any time after your  
 10 marriage in Dade County, Florida, stay, whether as  
 11 a tourist or in any other capacity, at the property  
 12 located at 650 Northwest 122nd Court, Miami-Dade  
 13 County, Florida?  
 14 A. No. It was not at that address.  
 15 Q. Who was the friend that you were  
 16 referring to in your testimony earlier that you  
 17 stayed in his place in Florida of after you married  
 18 Ms. Topic?  
 19 A. I'm sorry, can you repeat that? Which  
 20 part of my testimony did I say who was the friend?  
 21 Q. You said you stayed in a friend's house  
 22 on Flagler.  
 23 A. Oh.  
 24 Q. Who was that friend?  
 25 A. Ricardo Rivera.

1 Q. What were the circumstances that led to  
 2 that interaction?  
 3 A. We were just talking.  
 4 Q. Where did you meet?  
 5 A. With Ricardo Rivera?  
 6 Q. Yes, the location. Where did you meet  
 7 him?  
 8 MR. VILAR: Objection to the form of the  
 9 question.  
 10 A. Yesterday --  
 11 MR. CARUANA: I'm sorry, did you object?  
 12 MR. VILAR: Objection to the form of the  
 13 question. He didn't say that he met, so if you  
 14 want to set a proper predicate.  
 15 Q. Did you say you spoke to him yesterday?  
 16 A. Yes. You asked me if I interacted with  
 17 him, and I said yes.  
 18 Q. Was that by telephone or in person?  
 19 A. No, it was by message.  
 20 MR. CARUANA: I beg your pardon. Your  
 21 objection is well-taken and I withdraw the  
 22 question.  
 23 Q. So have you ever owned, either  
 24 individually or through an entity in which you had  
 25 an interest, any residential property in Dade

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1 Q. And did you and Mr. Rivera, either  
 2 through entities or individually, together own an  
 3 interest in a residential property in Dade County,  
 4 Florida at any time, sir?  
 5 A. No.  
 6 Q. Did you sell your interest in a  
 7 residence to Ricardo Rivera?  
 8 A. No.  
 9 Q. Did you ever tell your wife that you  
 10 sold your interest in a home on Flagler Street to  
 11 Ricardo Rivera?  
 12 A. No.  
 13 Q. Is Ricardo Rivera friends with the  
 14 vice-president Jorge Glas in Ecuador?  
 15 A. Yes, it's his uncle.  
 16 Q. Oh, he's a relative, I see. Where does  
 17 Mr. Rivera reside, in Ecuador?  
 18 A. I suppose so.  
 19 Q. You don't know?  
 20 A. I'm not sure.  
 21 Q. When is the last time you had any  
 22 interaction with Mr. Rivera?  
 23 A. Yesterday.  
 24 Q. And what occasioned that?  
 25 A. I'm sorry?

1 County, Florida with Mr. Rivera or an entity that  
 2 he owned or controlled?  
 3 A. No.  
 4 Q. You do not recall the address of the  
 5 residence of Mr. Rivera that you stayed in with  
 6 your wife in Dade County, Florida?  
 7 A. I recall it was 7th Lane and very far to  
 8 the west.  
 9 Q. West Dade County or West Flagler Street?  
 10 A. West Flagler Street.  
 11 Q. As far west as 122nd Court, or does that  
 12 not mean anything to you?  
 13 A. Around there.  
 14 Q. Around there?  
 15 A. Yes, very far. It was very far.  
 16 Q. Was that an apartment or was that a  
 17 home?  
 18 A. It was a townhouse. I don't know how  
 19 they call them.  
 20 Q. Townhouse.  
 21 A. Maybe townhouse. It was not an  
 22 apartment.  
 23 Q. Do you know where Mr. Rivera resides  
 24 now, sir?  
 25 A. No. I understand it's in Ecuador. I

1 don't know where he lives or where he resides.  
 2 Q. When you interacted with Mr. Rivera  
 3 yesterday, was he, to your knowledge, in Florida or  
 4 out of the State of Florida?  
 5 A. Oh, he was in Florida.  
 6 Q. He was in Florida?  
 7 A. Yes.  
 8 Q. Do you know if Mr. Rivera yesterday was  
 9 in Dade County, Florida?  
 10 A. Yes.  
 11 Q. Do you know where he was yesterday in  
 12 Dade County, Florida?  
 13 A. No. At what time?  
 14 Q. When you interacted with him.  
 15 A. No.  
 16 Q. Did you have dinner with him?  
 17 A. No.  
 18 Q. Where are you staying for this trip, in  
 19 a hotel?  
 20 A. Yes.  
 21 Q. I don't need to know the location.  
 22 MR. CARUANA: We have a stipulation that  
 23 there will be no service on your client when he's  
 24 here for this deposition.  
 25 MR. VILAR: That's correct.

1 Q. Is it more than 50 million?  
 2 A. No.  
 3 Q. So you would sell it tomorrow for less  
 4 than 50 million?  
 5 A. Well, it's not my company.  
 6 MR. VILAR: Objection to the form of the  
 7 question. It's argumentative. Again, if you want  
 8 to ask him about a value, ask him about a value,  
 9 but --  
 10 MR. CARUANA: I did. He said he didn't  
 11 know.  
 12 Q. Do you own any interest in Telconet?  
 13 A. Yes.  
 14 Q. How much do you own?  
 15 A. Around 30 percent.  
 16 Q. Did you ever own more than 30 percent?  
 17 A. Yes.  
 18 Q. What's the highest percentage that you  
 19 owned, the largest percentage at any one time of  
 20 Telconet?  
 21 A. A hundred percent.  
 22 Q. So at one time you were a hundred  
 23 percent owner?  
 24 A. Yes.  
 25 Q. But now you're a 30 percent owner?

1 Q. Is anyone accompanying you on this trip,  
 2 Mr. Topic?  
 3 A. Yes.  
 4 Q. Is it one of your children?  
 5 A. No.  
 6 Q. In Paragraph 18 of your affidavit, which  
 7 is part of Exhibit 1, sir, you state that you are  
 8 currently employed in the Internet business in  
 9 Ecuador.  
 10 A. Yes.  
 11 Q. Telconet is in the business of providing  
 12 connectivity to the Internet in Ecuador?  
 13 A. Yes.  
 14 Q. And would it be fair to say that the  
 15 book value of Telconet last year was 152 million?  
 16 A. No.  
 17 Q. \$152,657,535.82, was that the book value  
 18 of Telconet in 2013 according to its own  
 19 publications?  
 20 A. No.  
 21 Q. What is the book value of Telconet?  
 22 A. I don't recall, but it's not that  
 23 number.  
 24 Q. Is it more than a hundred million?  
 25 A. No.

1 A. Yes.  
 2 Q. Did you convey any shares in the entity  
 3 to any family members?  
 4 A. What do you mean by convey, if I may  
 5 ask?  
 6 Q. I mean transfer, assign, sell, deliver.  
 7 A. No.  
 8 Q. Did you convey, transfer, assign, sell  
 9 23.76 percent of the shares to Jan Tomislav Topic  
 10 Feraud, your son?  
 11 A. No. And may I elaborate, because  
 12 apparently you're not aware of it.  
 13 Q. Yes, sir.  
 14 A. My shares are numbered from, and I will  
 15 say this as an example, from one to one million  
 16 shares. Telconet was in need of capital, so there  
 17 was an increase --  
 18 Q. That there was authorized shares that  
 19 were issued that diminished you; is that what  
 20 you're going to tell me?  
 21 A. May I finish, please?  
 22 Q. Yes.  
 23 A. So we increased the capital, and here  
 24 came some other person, and the shares were  
 25 increased. Formerly was from one to one million,

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1 which were mine, and they were never conveyed,  
2 transferred, given or sold. They have always been  
3 mine. There were issued new shares.

4 Q. New shares were issued?

5 A. Yes, and he acquired.

6 Q. Your son?

7 A. Yes, those shares.

8 Q. Where did he get the six million?

9 A. The six million dollars?

10 Q. Yes.

11 MR. VILAR: Objection to the form of the  
12 question.

13 A. Where did he get?

14 Q. Your son, he doesn't have any money.

15 Did you give him the six million dollars?

16 A. No.

17 Q. Where did he get it?

18 MR. VILAR: Same objection to the form  
19 of the question.

20 A. He undertook a loan.

21 Q. Who did he borrow it from?

22 A. I cannot say, but it was not me.

23 Q. You cannot say because there was some  
24 nondisclosure agreement?

25 A. Yes.

1 Sir, I would like to take a short break,  
2 maybe five minutes.

3 THE WITNESS: Okay.

4 (Thereupon, a short break was taken  
5 after which the following proceedings  
6 were had.)

7 BY MR. CARUANA:

8 Q. Again, following up on Paragraph 18 of  
9 your affidavit, which is Exhibit 1 for  
10 identification, the Internet business in Ecuador,  
11 does that include the optic fiber network business?

12 A. You can say that, yes.

13 Q. Does Telconet owned Megadatos, S.A.?

14 A. No.

15 Q. What is the business of Megadatos, S.A.?

16 A. It sells Internet to residential  
17 customers.

18 Q. Does Telconet have a company that deals  
19 with the manufacture of optic fibers for  
20 connectivity?

21 A. We have some suppliers of fiber optic  
22 cable, yes.

23 Q. Is there an optic fiber factory in  
24 Ecuador?

25 A. No.

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1 MR. CARUANA: Well, the procedure for  
2 that would be you would have to submit the  
3 agreement to the Court. I don't think we're at the  
4 point where we need to litigate this yet, but I  
5 reserve the right to get into this as a dissipation  
6 of a marital asset issue if and when we are ever at  
7 that point. I don't want to beat a dead horse  
8 today.

9 MR. VILAR: Would that be for a divorce?

10 MR. CARUANA: Well, it would be for all  
11 purposes connected to this litigation, including  
12 ability to pay. And ultimately, yes, if these  
13 parties were involved in a divorce proceeding, that  
14 would be a dissipation argument that would be made,  
15 dissipation of marital assets.

16 We are not there yet, but still wanted  
17 to know what basic elements of the transaction  
18 were. And as I understand Mr. Topic, he's saying  
19 there were additional shares that were authorized  
20 and then issued as a form of capitalization, loan  
21 transaction, that resulted in his son borrowing the  
22 money necessary to acquire those shares, which in  
23 effect served to diminish the percentage holdings  
24 of your client in the company. That's what I  
25 understand his testimony to be.

1 Q. You say in your affidavit that you do  
2 not engage in any business activities in the State  
3 of Florida.

4 A. That is correct.

5 Q. Have you ever?

6 A. When I come here, I buy things and take  
7 it back home, like personal stuff. So like I don't  
8 know if that means engaging in business. Can you  
9 please clarify your question?

10 Q. I'm not asking if you buy personal  
11 effects and take them back to Ecuador. I'm asking  
12 you whether you have been engaged in Florida in any  
13 business activities, either individually or through  
14 an entity.

15 A. I've had a company to buy things in  
16 Miami and ship it back to our country. Just a  
17 minute. I think that was before marriage, yes. I  
18 do not conduct any business in Florida and I don't  
19 recall -- that company bought equipment and shipped  
20 it back to Ecuador. We didn't have any presence  
21 here or employees here.

22 Q. Was that an export company?

23 A. Kind of.

24 Q. What was the name of it?

25 A. Data Transfer.



1 Q. Data?  
 2 A. Transfer, I think. That was 30 years  
 3 ago or something.  
 4 Q. During the marriage to Ms. Verduga  
 5 Topic, did you ever cause any companies to be  
 6 incorporated in the State of Florida?  
 7 A. Yes.  
 8 Q. How many companies have you caused to be  
 9 incorporated in the State of Florida?  
 10 A. That I have caused, two or three.  
 11 Q. Are you a director of La Fiber Optic  
 12 Limited?  
 13 A. La Fiber Optic Limited?  
 14 Q. Yes.  
 15 A. Not that I'm aware. La Fiber Optic  
 16 Limited?  
 17 Q. Have you ever had any interest in  
 18 Rangio to Nominees Limited?  
 19 A. No.  
 20 Q. Have you had connection to Fiber Home  
 21 Telecommunication?  
 22 A. No, not that I'm aware. You mean if  
 23 they have sold us something, I don't know.  
 24 Q. You don't know?  
 25 A. If maybe he has been a supplier, but not

1 MR. CARUANA: He can say that.  
 2 MR. VILAR: All right.  
 3 Q. Have you or Telconet Holdings had any  
 4 interest in Inmobiliaria Leonortres, S.A.? I  
 5 betcha that's the company that owned your Villa No.  
 6 8.  
 7 A. Yes, it was Leonortres, yes.  
 8 Q. So Inmobiliaria Leonortres, S.A. owns  
 9 the property in which you reside in Ecuador?  
 10 A. Yes.  
 11 Q. And who owns that company?  
 12 A. Telconet.  
 13 Q. Who caused Telconet to have Inmobiliaria  
 14 purchase that home?  
 15 A. That was board of directors meetings who  
 16 decided for the purchase.  
 17 Q. Board of directors of which entity?  
 18 A. Of Telconet.  
 19 Q. Who's on the board?  
 20 A. Many persons.  
 21 Q. Are you on the board?  
 22 A. Yes.  
 23 Q. So why would Telconet's board buy a  
 24 house for you to live in?  
 25 A. It did not buy a house for me to live

1 as a director, stockholder or something, no.  
 2 Q. No business relationship other than  
 3 perhaps purchasing optics?  
 4 A. No, not even that I'm aware of.  
 5 Q. When I say you, I mean you or Telconet  
 6 or any companies that you may have an interest in,  
 7 not just you the person.  
 8 MR. VILAR: Counselor, just to clarify,  
 9 I'm not sure my client understands it. Are you  
 10 including in the definition of a business  
 11 relationship the potential of a subcontract  
 12 relationship of purchase of items, because I'm not  
 13 sure if that's included. You might want to clarify  
 14 that.  
 15 MR. CARUANA: I'm trying to determine if  
 16 he has an interest, not whether he's a vendee.  
 17 MR. VILAR: So maybe the question should  
 18 be interest or director or shareholder or ownership  
 19 interest or management rather than a business  
 20 relationship that may --  
 21 MR. CARUANA: But if he gives me the  
 22 answer, then I can follow-up. I'm trying to make  
 23 it as broad as possible.  
 24 MR. VILAR: But a business relationship  
 25 could include him having --

1 in.  
 2 Q. Are you living in the house?  
 3 A. Yes, but that was not the main purpose.  
 4 Q. Who selected the house for acquisition  
 5 by Telconet?  
 6 A. My son and me, my oldest son and me, and  
 7 also my middle son, Andjelco.  
 8 Q. That's where the three of you live now?  
 9 A. Yes.  
 10 Q. So do you pay any rent to Inmobiliaria  
 11 or to Telconet for living there?  
 12 A. It's provided by Telconet for us to live  
 13 in as -- how do you translate that? Can't answer.  
 14 Q. Can't answer?  
 15 MR. VILAR: I can't answer your  
 16 questions. If you don't know --  
 17 A. I don't know how to translate how  
 18 Telconet pays for it or how Telconet provides it  
 19 for us. Representation expenses, I don't know.  
 20 MR. VILAR: The client is having a  
 21 difficult time in translating from his  
 22 understanding in Spanish to English.  
 23 A. I don't know the exact wording in  
 24 English.  
 25 Q. Is your living in Villa No. 8 part of

1 your compensation from Telconet?  
 2 A. No.  
 3 Q. Are you a U.S. taxpayer?  
 4 A. No.  
 5 Q. Do you realize any income from the U.S.?  
 6 A. No.  
 7 Q. Does any fiber optic company in which  
 8 you have an interest originate in Jacksonville,  
 9 Florida and provide cable from Jacksonville to  
 10 Ecuador?  
 11 A. No.  
 12 Q. Does Telconet have any interest in  
 13 Security Data Seguridad en Datos y Firma Digital,  
 14 S.A.?  
 15 A. Yes.  
 16 MR. VILAR: Counsel, how far do we want  
 17 to go into the all the business interests of this  
 18 corporation? Again, our understanding is that we  
 19 have a limitation as to the scope for the specific  
 20 issues of jurisdiction, subject matter, support and  
 21 wife residency arguably.  
 22 So I'm inquiring as to the amount of  
 23 questions and how far we want to go down this road.  
 24 MR. CARUANA: Listen, I just read from  
 25 his affidavit and then asked him some follow-up

1 Q. Is that a company owned by Telconet?  
 2 A. It's partially owned by Telconet.  
 3 Q. What is its business?  
 4 A. They install and maintain  
 5 telecommunication infrastructure.  
 6 Q. They install?  
 7 A. And maintain, yes.  
 8 Q. Are you sometimes referred to as the  
 9 king of the Internet in Ecuador?  
 10 MR. VILAR: I'm going to object to the  
 11 form of the question. Is that anywhere in the  
 12 affidavit, counsel.  
 13 Q. Can you answer, sir?  
 14 A. Not that I'm aware.  
 15 Q. You're not aware of that?  
 16 A. No.  
 17 Q. What is Econocompu, S.A.?  
 18 MR. VILAR: Counsel, you're asking about  
 19 multiple corporations, none of them are mentioned  
 20 in any of the pleadings and they're not an issue.  
 21 I think you're getting beyond the scope of our  
 22 understanding.  
 23 MR. CARUANA: So you're objecting?  
 24 MR. VILAR: Yes.  
 25 MR. CARUANA: I reserve the right to

1 questions, one of which is, I found out that he's  
 2 living in a million dollar house that the company  
 3 provides and he doesn't pay rent.  
 4 So I think it's relevant to the  
 5 lifestyle issues and his ability to pay. This is  
 6 not a fishing expedition. It's directly relevant.  
 7 It's from his affidavit. He filed this affidavit  
 8 in Dade County, Florida.  
 9 I'm entitled to follow up, so I'm going  
 10 to go as far as I need to to determine whether the  
 11 information in the affidavit is complete.  
 12 Q. What is the business of Security Data?  
 13 A. They provide digital certificates to the  
 14 public.  
 15 Q. What?  
 16 A. Digital certificates.  
 17 Q. We've talked about Cerinsa, S.A., and  
 18 you've explained that that entity, which is owned  
 19 by Telconet, owns one of the properties that in  
 20 your affidavit you said the wife has the exclusive  
 21 right to live there.  
 22 A. That is correct.  
 23 Q. What about Net Speed, S.A., what is  
 24 that?  
 25 A. What is the company?

1 return to the subject matter at a later time.  
 2 Q. Your affidavit says that you're  
 3 supplying health insurance to your wife; is that  
 4 correct?  
 5 A. I supplied health insurance until April  
 6 or June where she specifically asked me not to do  
 7 it.  
 8 Q. When did you cause her health insurance  
 9 to be canceled, sir?  
 10 A. Around April or June in 2014 when she  
 11 specifically asked me to cancel it.  
 12 Q. When did you terminate her cell phone  
 13 service or cause her cell phone service to be  
 14 terminated?  
 15 A. Beginning of September or end of August  
 16 2014.  
 17 Q. Look at Paragraph 26 of Exhibit 1, which  
 18 is the motion you have in front of you.  
 19 A. Not in my affidavit?  
 20 Q. The motion that you filed in the Court.  
 21 Page 4, Paragraph 26. Would you read that out  
 22 loud?  
 23 A. The husband pays for the wife's cell  
 24 phone as well as her health insurance.  
 25 Q. And the date of this document is

1 September 24, 2014; is that correct?

2 A. Yes.

3 Q. Was it true that the husband pays for  
4 the wife's cell phone as well as her health  
5 insurance at the time this was filed with the  
6 Court, sir, was it true?

7 A. I'm checking on the dates. I don't  
8 remember the day exactly. I pay her cell phone  
9 until September 2014. I don't remember the date  
10 exactly.

11 Q. It's not true today that you're paying  
12 for her cell phone or her health insurance, is it?

13 A. It's not true what?

14 Q. It's not true today that you're  
15 paying --

16 A. Yes, it's not true that today I'm paying  
17 for her cell phone and her health insurance.

18 Q. Did you stop paying for the cell phone  
19 and the health insurance as punishments because she  
20 asked the Florida Court to award her alimony?

21 MR. VILAR: Objection to the form of the  
22 question.

23 A. No.

24 Q. In Paragraph 25 of this same document,  
25 you tell the Judge here that the wife has exclusive

1 Q. Is there any writing that says that?

2 Can you point me to a piece of paper that says I,  
3 Telconet, authorize -- what is the name of the  
4 second one?

5 A. Cerinsa.

6 Q. -- Cerinsa to give this lady exclusive  
7 use and possession of this property? Any piece of  
8 paper anywhere on the planet that says that?

9 A. No. It was verbally approved by  
10 Telconet to give her the use of this.

11 Q. Were you still talking?

12 A. Yes.

13 Q. I apologize, go ahead.

14 A. Telconet provided that right to  
15 use -- exclusive use and possession of the marital  
16 home.

17 Q. But it's not in writing?

18 A. Not that I'm aware.

19 Q. Does she have a piece of paper that she  
20 can show the authorities if they come by and say  
21 under what authority are you in this house, does  
22 she have a document that says this is the owner,  
23 and the owner is owned by this other company, and  
24 these two companies say I can stay here; does she  
25 have any paper that says that?

1 use and possession of the marital home in Ecuador  
2 which has no mortgage. Who owns that home?

3 A. Cerinsa.

4 Q. Has that company ever issued any  
5 authorization for the wife to have exclusive use  
6 and possession?

7 A. That company particularly, no.

8 Q. Do you control Cerinsa?

9 A. No, I don't.

10 Q. How can you give someone exclusive use  
11 and possession of a home owned by Cerinsa if you  
12 don't control Cerinsa; how is that possible?

13 A. Cerinsa is controlled by Telconet. I  
14 ask Telconet to give her complete use and exclusive  
15 use and possession of the house.

16 Q. Do you control Telconet?

17 A. No.

18 Q. Well, what enforceable right does she  
19 have to go against two companies that you claim you  
20 don't control that own this property that you claim  
21 she has the exclusive right to use?

22 A. Because Telconet authorized her,  
23 authorized the use as her exclusive use.

24 Q. At your request?

25 A. Yes.

1 A. I don't know. You have to ask her.

2 Q. Did you provide it? You are the one who  
3 arranged for all this. Did you provide her such a  
4 paper?

5 A. No.

6 Q. So she doesn't have any rights that she  
7 can enforce, does she, in that property?

8 A. Oh, she has rights.

9 Q. How can she enforce them?

10 A. She has full possession of the house.  
11 She has the keys to the house. She's been living  
12 all this time in the house up to the fact that she  
13 doesn't let anybody else enter if she doesn't want  
14 to. She has maids there, she has cars there, she  
15 has her possessions.

16 Q. You fired the maids, didn't you?

17 MR. VILAR: Counsel, hold on. I just  
18 ask if he's still answering a question, before you  
19 ask another question, if you allow him to finish, I  
20 would appreciate it.

21 MR. CARUANA: He's not answering my  
22 question.

23 MR. VILAR: He's trying to answer your  
24 question the best he can.

25 Q. Did you fire any maids?

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1 A. No.  
 2 Q. And what if the house needs repairs?  
 3 How does the wife get the companies to finance any  
 4 repairs or maintenance or make sure the power is  
 5 not shut off and the water service is not shut off;  
 6 how would she do that?  
 7 A. She was receiving support and she was  
 8 paying as it, as has always been the case for 20  
 9 years, those expenses out of the support she was  
 10 receiving.  
 11 Q. So if it needs a new roof, she has to  
 12 pay for the new roof of a house that's owned by  
 13 companies that she doesn't have any control over,  
 14 Telconet and Cerinsa?  
 15 A. Major improvements before the separation  
 16 were performed and were paid by us, yes.  
 17 Q. By you personally?  
 18 A. No, by us.  
 19 Q. By who?  
 20 A. Us, the marital couple.  
 21 Q. You spent your money on property owned  
 22 by companies?  
 23 A. Yes, for improvements.  
 24 Q. But now you're separated.  
 25 A. Yes.

1 A. I don't know.  
 2 Q. You don't know they're past due?  
 3 A. I don't know.  
 4 Q. You don't keep track of your assets and  
 5 whether they have obligations?  
 6 MR. VILAR: Objection, asked and  
 7 answered.  
 8 Q. You don't care anymore because she's  
 9 there, do you?  
 10 A. She has exclusive use rights. She's the  
 11 one who handles it.  
 12 Q. How much are the association fees?  
 13 A. I don't remember.  
 14 Q. How past due are they?  
 15 A. I don't know.  
 16 Q. How long have the water and electricity  
 17 been cut off at the beach apartment?  
 18 A. I don't know.  
 19 Q. Now, you didn't pay any amounts in  
 20 August or September of 2014 for support, did you?  
 21 A. I didn't pay any amount?  
 22 Q. No.  
 23 A. I'm sorry, can you repeat that question?  
 24 Q. Yes. You did not pay in August any  
 25 \$4,000 support for your wife, did you?

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1 Q. So you're not paying her for any  
 2 improvements that need to be done in that property,  
 3 are you?  
 4 A. No.  
 5 Q. And what about this other claim that you  
 6 say here that she has exclusive use and possession  
 7 of the beach apartment; is the beach apartment  
 8 owned by the two of you?  
 9 A. Yes.  
 10 Q. And do you know that the utility service  
 11 to the beach apartment was terminated?  
 12 A. No.  
 13 Q. You're not aware of that?  
 14 A. She mentioned me at sometime during the  
 15 separation, and I told her that, as usual, she had  
 16 to pay out of her support money.  
 17 Q. You told her that she had to pay for  
 18 electricity and water service to the beach house  
 19 out of the \$2,500 you were giving her?  
 20 A. No, out of the \$4,000 I was giving her  
 21 because -- may I finish? By the time she told me  
 22 that she needed to pay electricity, she was  
 23 receiving \$4,000.  
 24 Q. What about the condominium association  
 25 fees, aren't they past due for the beach apartment?

1 A. August of which year?  
 2 Q. 2014, sir.  
 3 A. Oh, yeah, I did pay.  
 4 Q. In August?  
 5 A. Not in August.  
 6 Q. Did you pay it --  
 7 A. But the amount due for August, yes.  
 8 MR. VILAR: Let him finish the question,  
 9 don't interrupt him, please.  
 10 A. Sorry.  
 11 Q. When did you give your wife the \$4,000  
 12 for the month of August 2014?  
 13 A. October 2014.  
 14 Q. October?  
 15 A. Yes.  
 16 Q. Did you also pay September in October?  
 17 A. Yes.  
 18 Q. What is your annual income?  
 19 A. Do you want an estimate?  
 20 Q. Yes, sir.  
 21 A. Around 150,000.  
 22 Q. And that's a year?  
 23 A. Yes.  
 24 Q. Does that figure include the value of  
 25 any benefits that you receive from Telconet or any

1 other entities owned in whole or part by Telconet?

2 A. Yes.

3 Q. You have your hand over your mouth.

4 A. Yes.

5 Q. So, for example, what is the rental  
6 value of Villa No. 8 where you and the boys are  
7 living that was the purchased by those entities for  
8 a million dollars?

9 A. I don't know the rental value. And the  
10 value of the purchase was not a million, it was  
11 945,000.

12 Q. You added 200 in improvements, you said,  
13 so I rounded it off to a million.

14 A. I don't know what is the appraisal  
15 value, actual appraisal value of the house.

16 Q. Have you had it appraised?

17 A. No.

18 Q. So you mean to tell me that the Telconet  
19 board of directors didn't even order an appraisal  
20 when they bought the property for you and your sons  
21 to live in?

22 A. They didn't buy the property for my sons  
23 and me to live in, and they conducted an informal  
24 appraisal.

25 Q. They conducted an informal -- what, did

1 Q. I'm trying to get back to your statement  
2 that you canceled her health insurance because she  
3 wanted you to, she asked you to. Why would anyone  
4 cancel their health insurance?

5 A. I don't know.

6 Q. What month did you say that her health  
7 insurance was canceled?

8 A. She asked me to cancel it in May or  
9 June. I don't remember.

10 Q. When did you cancel it?

11 A. I don't remember. I will have -- I  
12 don't remember.

13 Q. So in August when she filed for support,  
14 certainly by that date her health insurance had  
15 been canceled by you?

16 A. I'm not sure.

17 Q. And by August of 2014, her cellular  
18 phone service you had stopped paying also; is that  
19 correct?

20 A. No, I don't think so. It was around  
21 September, but I'm not sure. It was around  
22 September.

23 Q. Did she also request that you stop  
24 paying for her cell phone?

25 A. No.

1 they ask you?

2 A. No.

3 Q. Who did they ask?

4 A. Don't remember.

5 Q. Telconet is a privately owned company,  
6 isn't it?

7 A. Yes.

8 Q. Shares are not traded on any public  
9 market in Ecuador?

10 A. No.

11 Q. Do you have use of an airplane?

12 A. If I have the use of an airplane?

13 Q. Yes, sir.

14 A. No. You mean if I have an airplane to  
15 my disposal?

16 Q. Do you have use of an airplane?

17 A. I use airplanes, yes, to travel.

18 Q. I don't mean like United Airways. I  
19 mean, does Telconet or any of its entities have a  
20 helicopter or an airplane that you use from time to  
21 time?

22 A. No.

23 Q. Did your wife have her own health  
24 insurance at any point in time?

25 A. Not that I'm aware.

1 Q. And why did you cancel her cell phone?

2 A. Because in September I came to know that  
3 she had come to live to the United States, and her  
4 phone doesn't work in the United States.

5 Q. Inside your Exhibit 1 there is a  
6 statement that because you were the one to leave  
7 the marital home you cannot file for a divorce in  
8 Ecuador; is that correct, sir?

9 A. No.

10 Q. It's not correct?

11 A. No.

12 (Thereupon, a document was marked  
13 Exhibit No. 2: Memorandum of law, for  
14 Identification.)

15 Q. Please look at Exhibit 2, sir. First of  
16 all, you recognize this as being a memorandum of  
17 law filed by you, Marion Tomislav Topic, through  
18 your legal counsel here in Dade County; is that  
19 correct?

20 A. Yes.

21 Q. Sir, would you be kind enough to turn to  
22 Page 2. Please read the last paragraph on the  
23 bottom of Page 2, please, sir, out loud.

24 A. The parties separated approximately  
25 March 2013 after almost 23 years of marriage, and

1 the husband left the marital home in Ecuador. The  
2 husband has been advised that under Ecuadoran law,  
3 the fact that he left the marital home precludes  
4 him from filing for divorce.

5 Q. Stop right there. We will get to the  
6 next subject in a moment. The husband has been  
7 advised that under Ecuadoran law, the fact that he  
8 left the marital home precludes him from filing for  
9 divorce, period, close quote. Is that a true  
10 statement?

11 A. No.

12 Q. It is not?

13 A. No.

14 Q. What is your understanding of that  
15 provision of the law, if any?

16 A. I understand that if I leave the marital  
17 home, I cannot file for divorce up to three years  
18 after I leave.

19 Q. So you left in March of 2013?

20 A. I left in February, I think, 2013.

21 Q. Well, what you just said, it says they  
22 separated in approximately March of 2013. That's  
23 where I got it from. If that's wrong, I apologize.  
24 I didn't mean to mislead you. I understood you to  
25 have told us in your affidavit that it was March.

1 Q. Is that a correct statement?

2 A. Yes.

3 Q. So that would be end of February 2016?

4 A. Yes.

5 Q. And if you would turn to the next page,  
6 Mr. Topic, it says at the top, the husband has paid  
7 support to the wife since March 2013.

8 A. Which page is that?

9 Q. Page 3 of Exhibit 2. And it goes on to  
10 say, initially you paid the wife 2,500 and then  
11 3,000 and he's now paying 4,000.

12 A. That is correct.

13 Q. In what period of time were you paying  
14 2,500 per month, February of 2013 until when?

15 A. I don't recall.

16 Q. The next question would be, when did you  
17 start paying 3,000 per month?

18 A. I don't recall.

19 Q. When did you start paying 4,000 per  
20 month?

21 A. October 2013.

22 Q. So about six months after you moved out,  
23 approximately, you started paying 4,000 a month?

24 A. I will say more, eight.

25 Q. So approximately eight months after you

1 A. Checking on my records, I understand it  
2 was the end of February.

3 Q. Very well, sir. I'm not arguing with  
4 you. I just want to know when it was.

5 So your understanding is you have to  
6 wait two years from the end of February 2013 before  
7 you could seek a divorce in Ecuador under Ecuadoran  
8 law, correct?

9 A. No.

10 Q. What is wrong with my statement?

11 A. I have to wait three years.

12 Q. I thought you said two years?

13 A. It's three years.

14 Q. Sir, I apologize. Again, hearing is the  
15 second thing to go.

16 A. I'm on the third, don't worry.

17 Q. I'm sorry, I thought you said two.

18 Sorry.

19 So the reason for this statement which  
20 you read to us from Exhibit 2 is that you  
21 understand that under the law of your country, if  
22 you are the one who left the marital home, you must  
23 wait three years before you can seek a divorce in  
24 that country?

25 A. That is correct.

1 left the marital home you started paying 4,000 a  
2 month?

3 A. Yes.

4 Q. This document, Exhibit 2, on Page 3,  
5 also says, quote, the husband pays for the wife's  
6 cell phone as well as her health insurance, period,  
7 close quote. That is not true today, as you have  
8 already told us.

9 A. That's correct.

10 Q. And I guess this was filed September the  
11 24th, 2014. At the end of September, were you  
12 still paying for her health insurance, because I  
13 understood you to say she asked you to stop paying  
14 in June or May. So you hadn't paid for health  
15 insurance for three or four months by the time this  
16 was filed; is that fair?

17 A. The health insurance is not paid  
18 monthly. It's paid by semesters, every six months  
19 or every year, I think.

20 Q. What was the anniversary date, first of  
21 all?

22 A. Don't remember.

23 Q. Who provided that health insurance,  
24 Telconet, one of the companies or you personally?

25 A. Me personally.

1 Q. So, when was the premium due to cover  
2 your wife?  
3 A. Don't recall.  
4 Q. Again, did she give you any reason why  
5 she would want her health insurance payment to be  
6 stopped by you?  
7 A. No.  
8 Q. Did you think it was a good idea for  
9 your wife of some 23 years to be without health  
10 insurance?  
11 A. You want me to elaborate?  
12 Q. I would like you to answer my question,  
13 sir.  
14 A. I don't.  
15 Q. You don't care?  
16 MR. VILAR: Objection. Let him finish.  
17 He's trying to answer a question. You suggested  
18 that that was his answer.  
19 MR. CARUANA: I thought that's what he  
20 was saying.  
21 A. I didn't say that.  
22 Q. I beg your pardon. What were you  
23 saying?  
24 A. I don't know what were her reasons.  
25 Q. Wouldn't you, just out of human concern,

1 Q. So I don't understand, why would you  
2 have private health insurance if it's provided by  
3 the government, to pick up any uncovereds?  
4 A. This was an international health  
5 insurance.  
6 Q. International?  
7 A. Yes. It was taken 13 three years ago to  
8 cover a trip that we took inside the United States,  
9 which was a lengthy trip. It was a month going  
10 through all of the states, visiting international  
11 parks.  
12 Q. With the children?  
13 A. With my children, yes. Unfortunately,  
14 we had a terrible accident on August 29, 2001.  
15 Q. In the car?  
16 A. In the car, and my son, Andjelco,  
17 suffered many traumas to his face. And we used --  
18 I used that insurance to cover his repetitive and  
19 lengthy surgical interventions, and we have kept  
20 that insurance to cover his possible needs in the  
21 future. And it covered the whole family.  
22 But, yes, Mr. Caruana, that health  
23 insurance is not very useful inside Ecuador. It's  
24 mostly useful outside. However, I ask my wife to  
25 accept it repeatedly, and she said specifically no.

1 ask her why are you canceling your health  
2 insurance, you need health insurance?  
3 A. Oh, yes. I told her, please accept it,  
4 please take it.  
5 Q. And what did she say?  
6 A. That she didn't want it.  
7 Q. She didn't want health insurance?  
8 A. Not that health insurance.  
9 Q. Not that health insurance?  
10 A. Yes.  
11 Q. You don't have Obamacare anywhere in  
12 Ecuador?  
13 MR. VILAR: Object to the form of the  
14 question. Don't answer that.  
15 Q. That's not a joke.  
16 A. It's not a joke?  
17 Q. Do you have socialized --  
18 MR. VILAR: Mr. Topic, hold on. You  
19 asked if there was Obamacare in Ecuador?  
20 MR. CARUANA: I know there's not, but is  
21 there the equivalent?  
22 Q. First of all, is medicine private or  
23 provided by the government in Ecuador?  
24 A. Mostly now it's provided by the  
25 government.

1 Q. Now, on Page 3 of Exhibit 2, Mr. Topic,  
2 again, in the middle of the first full paragraph,  
3 it says the husband has never stopped and he has  
4 never advised the wife that he ever intended to  
5 stop providing her with temporary support. Do you  
6 see that?  
7 A. That's on Page 3?  
8 Q. Yes, sir.  
9 A. I can't find it.  
10 Q. See the paragraph that says due to the  
11 fact that the husband was advised he cannot file  
12 for divorce in Ecuador -- do you see that  
13 paragraph?  
14 A. Yes, I got it.  
15 Q. Please go down four lines.  
16 A. Okay.  
17 Q. I'm sorry, three lines from there. It  
18 says the husband has never stopped -- do you see  
19 that?  
20 A. Yes.  
21 Q. -- and he has never advised the wife  
22 that he ever intended to stop providing her with  
23 temporary support, period...--  
24 But I understand that in August there  
25 was no check and in September there was no check,

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1 that later I made arrangements through your legal  
2 counsel, and then in October you provided those  
3 checks.

4 So do you disagree that in August of  
5 2014 there had been no payment made to the wife by  
6 you?

7 A. I disagree.

8 Q. And why do you disagree?

9 A. After August 2013, I was not able to --

10 Q. August 2014?

11 A. After August 2014. Age affects us all.

12 After August 2014, I didn't know the whereabouts of  
13 Tamar Verduga and I didn't know how to get her the  
14 checks. I didn't know how to deliver the checks to  
15 her.

16 It was after looking at the former  
17 checks and where she had deposited them that I  
18 notice her bank account and I deposit those checks.

19 Q. When?

20 A. In her bank account, and that was in  
21 October 2014 as soon as we knew which was her bank  
22 account.

23 Q. So prior to August of 2014, you had been  
24 physically delivering a check to her?

25 A. I had been delivering the checks to my

1 Q. What kind is that, a Demass?

2 A. It's a pickup, a small pickup truck.

3 Q. And how about the younger boy?

4 A. Andjelco drives one of the cars Tamar  
5 Verduga has control, which is a Honda. I don't  
6 remember the model.

7 Q. Which year?

8 A. I don't remember. I'm guessing 2012,  
9 2011.

10 Q. Do you have access to any other vehicles  
11 that you can use in Ecuador?

12 A. Not for my personal use.

13 Q. Do you have access, whether it be  
14 business use or personal use or social use, of any  
15 other vehicles owned by any other companies or  
16 entities?

17 A. Well, I can call cabs.

18 Q. I don't mean commercial. I don't mean a  
19 cab or limousine service. Do you have any other  
20 vehicles that are owned by any entities in which  
21 you are associated in some way that give you the  
22 use of the vehicle when you want it?

23 A. No.

24 Q. Like you have Villa No. 8 you're living  
25 in that's owned by a company.

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1 kids, which deliver the checks to her.

2 Q. So you didn't deposit it in her account,  
3 but you could look at the back of the check to find  
4 out what bank she had used?

5 A. Yes. So we had to go through a  
6 procedure back in my country to look at the checks,  
7 which we don't keep them anymore, they don't send  
8 us to them anymore.

9 Q. You don't get a statement with all the  
10 checks in there?

11 A. No.

12 Q. What kind of vehicles do you drive?

13 A. I drive a pickup truck.

14 Q. What make?

15 A. Toyota Hilux.

16 Q. Any others?

17 A. I drive also a Toyota Highlander.

18 Q. Any others?

19 A. No.

20 Q. What about your sons, what do they  
21 drive?

22 A. My son Jan drives a Chevrolet Demass, a  
23 pickup truck.

24 Q. Chevrolet?

25 A. Yes.

1 A. Yes.

2 Q. Does a company own any vehicles that you  
3 can use?

4 A. Well, Telconet owns many pickup trucks  
5 that I might ask to take me to some place if need  
6 be. I don't do that.

7 Q. You don't avail yourself of that?

8 A. No.

9 Q. Do you have a driver in Ecuador?

10 A. No.

11 Q. Or a limousine service --

12 A. No.

13 Q. -- that you use?

14 A. Never.

15 Q. What is your education?

16 A. I have electronics engineer degree, I  
17 have two master's degree and I'm applying for a  
18 Ph.D candidate.

19 Q. And what institution do you have those  
20 degrees from?

21 A. The electronics engineer degree is from  
22 Espol, E-S-P-O-L, in Ecuador. One of the master's  
23 degree is from Incae, I-N-C-A-E, and the other  
24 master's degree, actually an OPM degree, is from  
25 Harvard University, and the Ph.D program I'm in is



1 from Uncuyo in Mendoza, Argentina.

2 Q. Thank you. And the degree from Harvard  
3 is a master's degree?

4 A. It's equivalent to a master's, an  
5 executive master's degree. I don't know if it's  
6 equivalent.

7 Q. When did you obtain the Harvard degree,  
8 sir?

9 A. I believe 2008.

10 Q. Did you physically attend school in  
11 Harvard in Cambridge, Massachusetts?

12 A. Actually, not in Cambridge.

13 Q. Where was Harvard located?

14 A. In Boston. Harvard Business School is  
15 in Boston. Harvard Law is in Cambridge.

16 Q. So the Harvard Business School is in  
17 Boston?

18 A. Yes.

19 Q. Did your wife reside with you in Boston  
20 during that time there or did you stay there by  
21 yourself?

22 A. She didn't reside with me while I was  
23 studying in Harvard University.

24 Q. She did not?

25 A. No.

1 and I would like you to turn to Exhibit B of  
2 Exhibit 1 at this time.

3 A. Yes.

4 Q. Do you see that?

5 A. Yes.

6 Q. First question I have for you, sir, is:

7 In connection with your statements that appear in  
8 both your affidavit and in Exhibit 2, your  
9 memorandum to the Judge, to the Court, you say in  
10 both that the wife has exclusive possession of the  
11 former marital home and the beachfront apartment.

12 And my question to you is, did your wife  
13 ever ask that you convey title to those properties  
14 to her if she were to live there?

15 A. No.

16 Q. She never asked for that?

17 A. Not that I'm aware of, not that I  
18 remember.

19 Q. Now, who prepared Exhibit B to Exhibit  
20 1?

21 A. You mean who translated this, who did  
22 transcription?

23 Q. Who did this document? This was not the  
24 original document. Somebody took the original  
25 document and translated it or copied it or did

1 Q. Was she in Ecuador?

2 A. No.

3 Q. Where was she?

4 A. In Boston.

5 Q. I'm sorry. I thought I heard you say  
6 she did not reside with you.

7 A. That's correct.

8 Q. But you were both physically located in  
9 Boston?

10 A. Yes.

11 Q. That's what I was asking. So you're  
12 saying you're weren't living together in 2008?

13 A. I was living at the university.

14 Q. And she was in town there?

15 A. She was in Boston.

16 Q. Were the children also there with you in  
17 Boston at that time?

18 A. They were with her, yes.

19 Q. Now I want to ask you about a statement  
20 on Page 2 of Exhibit 2 at the bottom and at the top  
21 of Page 3. The parties entered into a written  
22 agreement in November 2013 regarding the  
23 distribution of certain assets as well as the issue  
24 of temporary support.

25 You attach an Exhibit B to Exhibit 1,

1 something to it.

2 A. I don't know.

3 Q. Who did that?

4 A. I don't know.

5 Q. Please point here in this Exhibit B to  
6 anywhere where it says you will provide her \$4,000  
7 a month support.

8 A. I don't see it.

9 Q. Well, your Exhibit 2 says that this  
10 agreement that you entered into in November of 2013  
11 says the parties entered into a written agreement  
12 on the issue of temporary support. And I'm trying  
13 to determine, I looked at this for a long time,  
14 where in here does it say anything about temporary  
15 support?

16 A. I don't see it.

17 Q. And in the top left-hand corner it says  
18 \$50,000 for life. Is that \$50,000 a month, \$50,000  
19 a year for life; what does that mean?

20 A. I don't know what it means here. From  
21 the written agreement that we entered, it meant  
22 that this takes into account the \$50,000 money cash  
23 that I had given her and insurance for life is what  
24 I had offered her.

25 Q. Oh, the for life is relating to the

1 insurance?  
 2 A. Yes.  
 3 Q. And not the \$50,000 for life?  
 4 A. No.  
 5 Q. When did you give her the 50,000 in  
 6 cash?  
 7 A. Before separation. I don't remember.  
 8 Q. Like the same year as separation or  
 9 years before, approximately when?  
 10 A. 2012.  
 11 Q. What did you give her the 50,000 for?  
 12 A. She asked for it. She demanded it.  
 13 Q. And you were married and not separated  
 14 at that time?  
 15 A. That is correct.  
 16 Q. Did she give you a promissory note?  
 17 A. No.  
 18 Q. Do you feel she owes you that money  
 19 back?  
 20 A. Yes.  
 21 Q. So that's why you put it in this  
 22 agreement, that you'd forgive that?  
 23 A. No, that it was part of the marital  
 24 separation agreement.  
 25 Q. That she gets to keep the 50,000 that

1 Q. I don't speak Spanish, so I apologize.  
 2 A. I don't speak English very well.  
 3 Q. You do a good job.  
 4 So that means the apartment in Punta  
 5 Barandua that you reference in your affidavit, I  
 6 believe you said that you and she owned title to  
 7 that.  
 8 A. Yes.  
 9 Q. That's the one where she claims the  
 10 association is claiming past due association fees  
 11 and there's no power, and you've explained that you  
 12 expected her to pay the power bill.  
 13 A. Yes.  
 14 Q. So what does it mean on the right where  
 15 you have needs and then there's a line stricken  
 16 through cell phone, insurance and car insurance,  
 17 does that mean you discontinued paying for those?  
 18 A. Can we refer to the copy of the original  
 19 document that can clarify or do you want me to  
 20 refer specifically to this document?  
 21 Q. Sure. This was filed in the Court, so I  
 22 need to understand what this is. So I don't  
 23 understand why --  
 24 MR. VILAR: Can we have a moment?  
 25 MR. CARUANA: Not in the middle of

1 you gave her years before while you were in your  
 2 intact marriage?  
 3 A. Yes.  
 4 Q. Who owns the Toyota Sienna that's listed  
 5 up at the left-hand corner of Exhibit B to Exhibit  
 6 1; who owns the Toyota Sienna?  
 7 A. I think it's owned by Telconet.  
 8 Q. Did Telconet sign this agreement  
 9 agreeing to give the wife one of its assets?  
 10 A. No.  
 11 Q. What does this mean: Department Punta  
 12 Barandua? I have no idea what that is.  
 13 A. It's an apartment.  
 14 Q. No, sir, it says department.  
 15 A. Yes, department. It meant an apartment  
 16 in Punta Barandua, which is the apartment we had at  
 17 the beach.  
 18 Q. That's the beach apartment?  
 19 A. Yes.  
 20 Q. Is that what that Department Punta  
 21 Barandua means?  
 22 A. Yes.  
 23 Q. Why did they write department; is that a  
 24 Spanish word for apartment?  
 25 A. Yes.

1 questioning.  
 2 MR. VILAR: Fair enough.  
 3 Q. I don't understand why those things are  
 4 stricken through. Can you help me understand that?  
 5 A. Yes, if I can take a look at the  
 6 original document.  
 7 Q. I'll be glad to mark that and I will  
 8 show that to you, I'm not hiding anything from you,  
 9 but as we sit here right now, I got this document,  
 10 Exhibit B through a filing with the Court.  
 11 I'm trying to understand what it means.  
 12 The Judge, if she looks at this file, will only see  
 13 this document. She not see the original because  
 14 it's not in the file yet.  
 15 So I'm trying to figure out what this  
 16 means. If you can help me, based on your memory,  
 17 that's fine. If you want to say I don't know, I  
 18 have to wait when you show me the original, that's  
 19 fine also. It's not a trick.  
 20 A. Okay.  
 21 Q. I just want to try to get your  
 22 understanding based on what was filed with the  
 23 Court.  
 24 A. I don't know --  
 25 Q. You want to see the original before you

1 answer?  
 2 A. Yes, that would help me a lot.  
 3 Q. Is that also true for the numbers to the  
 4 left? Somebody wrote down 500K and they struck  
 5 through it, and then somebody wrote 400k and they  
 6 struck through that.  
 7 And then it says to the right of that  
 8 land Punta Barandua. Now, in addition to the  
 9 department in Punta Barandua, is there also a  
 10 parcel of real estate that is not improved upon in  
 11 Punta Barandua?  
 12 A. Yes.  
 13 Q. Who owns the real estate in Punta  
 14 Barandua?  
 15 A. I don't recall.  
 16 Q. Is it an entity or is it owned by you  
 17 and/or your wife?  
 18 A. I don't recall.  
 19 Q. Is there anything here that might help  
 20 you recall, Mr. Topic?  
 21 A. If I make a phone call, I can find out.  
 22 Q. Thank you for the offer. Maybe if we  
 23 take a break you can do that later.  
 24 A. Okay.  
 25 Q. I'm just curious who owns that. Do you

1 value to that piece of land in your own mind?  
 2 A. If I ascribed the value in my own mind?  
 3 Q. In your own mind, did you attribute any  
 4 value to that property that you were offering  
 5 apparently to have conveyed to your wife?  
 6 A. The value in amount of dollars, not that  
 7 I recall.  
 8 Q. And why is it the listed on here; does  
 9 that mean that it was offered to your wife?  
 10 A. Yes.  
 11 Q. But the entity that owns it did not sign  
 12 that paper, did it?  
 13 A. That's correct. I don't know which is  
 14 the entity.  
 15 Q. I don't either. I can only ask you. I  
 16 don't know how to get that.  
 17 A. Yes.  
 18 Q. And then to the right of that it says  
 19 illegible, and then below the word illegible it  
 20 says all monthly payments. What does the all  
 21 monthly payments refer to?  
 22 A. I believe that the million dollars that  
 23 we agree she was going to receive as part of the  
 24 marital separation agreement were to be done in  
 25 four months in all monthly payments every month,

1 know how much the land cost, this land here in  
 2 Punta Barandua?  
 3 A. What's the appraisal value or my cost,  
 4 or how much we paid?  
 5 Q. I don't know who owns it yet, so I don't  
 6 know how to ask the question. Were you involved in  
 7 the purchase of it?  
 8 A. Yes.  
 9 Q. When was it purchased?  
 10 A. 10 years ago, eight years ago.  
 11 Q. What is it worth now?  
 12 A. I don't know.  
 13 Q. You don't know?  
 14 A. No.  
 15 Q. Have you ever caused, you or any entity  
 16 in which you have some interest, ever caused an  
 17 appraisal to be made on this real estate?  
 18 A. Perhaps, but I'm not aware of it.  
 19 Q. Is this waterfront beachfront land?  
 20 A. Yes.  
 21 Q. How much does it consist of, half acre,  
 22 acre, quarter of an acre, two acres?  
 23 A. Less than 800 square meters.  
 24 Q. And in formulating this document or the  
 25 original of this document, did you ascribe any

1 \$250,000 every month during the four months.  
 2 Q. So this paper is an offer of a million  
 3 dollars?  
 4 A. Yes.  
 5 Q. Why does it say four months, two years;  
 6 what does that mean?  
 7 A. Four months is the period that the  
 8 million dollars was going to be given to her.  
 9 Q. What's the two years?  
 10 A. Four monthly installments.  
 11 Q. Four equal installments over four  
 12 months?  
 13 A. One equal installment every month during  
 14 four months.  
 15 Q. And what's the two years on this Exhibit  
 16 B to Exhibit 1?  
 17 A. I don't recall. I would like to see the  
 18 original document.  
 19 Q. And I may have asked you this, but let  
 20 me ask it again in connection with your explanation  
 21 of what four months and two years means. Now, what  
 22 does all monthly payments mean?  
 23 A. Those four payments were to be done  
 24 monthly.  
 25 Q. Where were you when this paper was

1 created? Not this one that somebody typed over,  
 2 but the original one; where were you?  
 3 A. We were at the gas station.  
 4 Q. At a gas station?  
 5 A. In the restaurant inside a gas station.  
 6 Restaurant inside the gas station, this snack place  
 7 where you can have something.  
 8 Q. A rest stop?  
 9 A. Yes. We were sitting there.  
 10 Q. Did you meet there or did you go there  
 11 together; how did you come to be there at that gas  
 12 station?  
 13 A. We met there.  
 14 Q. You met at the gas station?  
 15 A. Yes.  
 16 Q. Did she have any advisers with her?  
 17 A. No.  
 18 Q. Prior to the time that you met at this  
 19 gas station in November of 2013, had you provided  
 20 her any type of financial disclosure under oath  
 21 setting forth what your assets and income was?  
 22 A. Not under oath.  
 23 Q. What did you tell her?  
 24 A. She knew everything about our marital  
 25 assets.

1 Q. Did you bring any financial records with  
 2 you, any --  
 3 A. No.  
 4 Q. Did you bring any financial statement  
 5 with you?  
 6 A. No. She didn't ask for any.  
 7 Q. Did you bring any financial records with  
 8 you?  
 9 A. No. She didn't ask for any.  
 10 Q. So you had been separated for about nine  
 11 months in September; is that accurate? I'm not  
 12 trying to put words in your mouth.  
 13 A. Yes.  
 14 Q. And during that nine months, neither  
 15 side had filed anything in Court that required the  
 16 other party to provide financial disclosure; is  
 17 that correct?  
 18 A. Well, I haven't filed anything and no  
 19 from her side.  
 20 Q. Now, you made a statement to the left  
 21 here and you signed it Tomislav at the bottom. And  
 22 part of that statement, according to Exhibit B on  
 23 Exhibit 1, is these values are quite high and are a  
 24 fair reflection thereon. You see that language?  
 25 A. Yes.

1 Q. What did she know?  
 2 A. Everything.  
 3 Q. But what is that that she knows?  
 4 A. I don't know, but I had been completely  
 5 transparent to her regarding the marital assets. I  
 6 don't know how much she knows, but she knew  
 7 everything that I know.  
 8 Q. So whatever she knows you told her?  
 9 A. Yes, or she's been on the directories of  
 10 the companies.  
 11 Q. She's been on the directories of the  
 12 company. She had been on the board of directors?  
 13 A. Yes.  
 14 Q. How long did this discussion last at the  
 15 gas station?  
 16 A. Around one or two hours.  
 17 Q. Was anyone else present besides you and  
 18 your wife, sir?  
 19 A. The rest of the people circulating.  
 20 Q. I didn't mean were you the only two  
 21 people in the gas station. I meant, was anyone  
 22 else present that you and she both knew and brought  
 23 with you or were part of your group?  
 24 A. No. She called me and asked for this  
 25 meeting and I just went.

1 Q. What values are you referring to that  
 2 are high, what values? Can you point to me a value  
 3 here that's high?  
 4 A. Yes. The house, the casa at the upper  
 5 left-hand corner.  
 6 Q. I don't see a value there.  
 7 A. It meant items which are valuable. In  
 8 Spanish, that's what it means.  
 9 Q. So when you wrote the values are quite  
 10 high, you're saying the assets that are described  
 11 on here are valuable assets?  
 12 A. Have a high value.  
 13 Q. What is the value of the house, in your  
 14 opinion?  
 15 A. I conducted an appraisal of it, and I  
 16 think it's over a million dollars.  
 17 Q. And this is the one owned by Cerinsa?  
 18 A. Cerinsa.  
 19 Q. When did you conduct an appraisal?  
 20 A. Two or three months ago.  
 21 Q. Do you have a copy of it in your  
 22 materials at home or in your office?  
 23 A. Yes. And can I continue?  
 24 Q. Yes, sir.  
 25 A. This items which are of high value are

1 also the \$50,000 in cash that I gave her.  
 2 Q. That's \$50,000. It's not high or low.  
 3 It's just an amount?  
 4 A. The vehicles.  
 5 Q. What's the value of the Sienna?  
 6 A. I don't know. It's a high value. It's  
 7 a fully loaded Sienna.  
 8 Q. What year is it?  
 9 A. I don't recall.  
 10 Q. I'm just curious how you can say it's a  
 11 high value and it's not owned by you.  
 12 A. It's the car she has always been using.  
 13 Q. For how long?  
 14 A. Five, six years.  
 15 Q. It's a six-year old Toyota and you say  
 16 that has a high value?  
 17 A. Yes.  
 18 Q. How many miles does it have on it?  
 19 A. I don't know.  
 20 Q. What else has a high value, the  
 21 department at Punta Barundua?  
 22 A. Yes.  
 23 Q. What's its value?  
 24 A. I have to guess around a hundred  
 25 thousand.

1 A. Values in Spanish means the items which  
 2 are valuable. It doesn't refer to the quantity.  
 3 In Spanish, you can say values means valores, which  
 4 means something that's valuable. It doesn't have  
 5 to specify which is the amount of value.  
 6 Q. You have explained that and I accept  
 7 your explanation, but, again, I'm asking you, based  
 8 on the words that you wrote, apparently you said  
 9 these values are quite high, and it just leads me  
 10 to the next question, which is what values are you  
 11 referring to when you say they're quite high?  
 12 I understand a million and I understand  
 13 50,000, but I don't see any other values that are  
 14 high or low, and I'm trying to understand what you  
 15 meant when you wrote that.  
 16 A. Okay. I didn't write this exhibit,  
 17 didn't facilitate this. I wrote the original  
 18 document, and in the original document I remember  
 19 it said estos valores, and by valores, we  
 20 understand in Spanish things that are valuable.  
 21 Q. And again, you don't know who did this  
 22 paper for the Court, that was filed with the Court?  
 23 A. No. This particular paper, who  
 24 transcribed it, who translated it, don't know.  
 25 Q. Right. I'm asking you that.

1 Q. And what's the value of the land in  
 2 Punta Barundua?  
 3 A. I do not know.  
 4 Q. But you say here it's a quite high  
 5 value.  
 6 A. Yes.  
 7 Q. Give me an idea.  
 8 A. It's oceanfront. 300,000 and one  
 9 million dollars.  
 10 Q. It's a million dollars?  
 11 A. Yes.  
 12 Q. That could be high or could be low,  
 13 depending on how much money you have. Or said  
 14 another way, depending on how much the marital  
 15 assets are valued, correct?  
 16 A. Yes.  
 17 Q. So if the marital assets are worth a  
 18 hundred million, then a million is not so high, is  
 19 it?  
 20 A. If the marital assets are a hundred  
 21 million, then, yes.  
 22 Q. That's what my question was.  
 23 So show me on this paper that was filed  
 24 with the Court where these values are listed other  
 25 than the one million and the 50,000.

1 A. No.  
 2 Q. Do you know if it was a certified  
 3 translation?  
 4 A. I don't know.  
 5 Q. And then it says the values are quite  
 6 high and are a fair reflection thereof. A fair  
 7 reflection of what; what is that relating to, those  
 8 words?  
 9 A. To the marital separation agreement,  
 10 marital asset separation agreement.  
 11 Q. Are you referring to this document as a  
 12 marital asset separation agreement?  
 13 A. Yes.  
 14 Q. Does it have a title?  
 15 A. No.  
 16 Q. What was it written on, the original?  
 17 A. On a napkin.  
 18 Q. The proverbial napkin agreement?  
 19 A. The proverbial napkin agreement?  
 20 Q. Yes. Was it really written on a napkin?  
 21 A. It was an agreement signed by both of  
 22 us.  
 23 Q. I asked you, what was it written on?  
 24 A. On a napkin.  
 25 Q. It was written on a napkin. Do you have

1 the napkin?  
 2 A. No.  
 3 Q. What happened to it?  
 4 A. Tamar Verduga took it with her.  
 5 (Thereupon, a document was marked  
 6 Exhibit No. 3: Copy of napkin  
 7 agreement, for Identification.)  
 8 (Thereupon, a short break was taken  
 9 after which the following proceedings  
 10 were had.)  
 11 BY MR. CARUANA:  
 12 Q. Sir, I show you what has been marked as  
 13 Exhibit 3.  
 14 A. Yes.  
 15 Q. It's the document you requested. Can  
 16 you identify it?  
 17 A. Yes. This is the marital separation  
 18 agreement that we have.  
 19 Q. This is the napkin agreement or this is  
 20 the document that was written on a napkin at the  
 21 gas station that you described for us?  
 22 A. Yes.  
 23 Q. This is a copy?  
 24 A. It's a copy of it.  
 25 Q. Now, at the bottom, that's your

1 A. Yes. You want me to explain it?  
 2 Q. No, thank you.  
 3 A. You're welcome.  
 4 Q. Do you have a million dollars in cash  
 5 available to you?  
 6 A. No.  
 7 Q. How did you propose to pay a million  
 8 dollars in four months if your income is \$150,000  
 9 per year, according to your testimony?  
 10 A. I was thinking of entering into a loan.  
 11 Q. With who?  
 12 A. With Telconet, with the banks.  
 13 Q. But you had no loan entered into in  
 14 November of 2013 when this napkin document was  
 15 prepared at the gas station?  
 16 A. Well, I did after this marital asset  
 17 separation agreement was signed. I talked to some  
 18 banks and to some companies in order how to obtain  
 19 this.  
 20 Q. Did you make any of the \$250,000  
 21 payments in four months?  
 22 A. No.  
 23 Q. Did you supply title to the Toyota  
 24 Sienna, which is five or six years old, to the wife  
 25 after this document was prepared?

1 signature, Tomislav?  
 2 A. Yes.  
 3 Q. And is that where it says valores that  
 4 you mentioned in your testimony a minute ago?  
 5 A. Yes.  
 6 Q. Valores, what does that say in Spanish?  
 7 A. (Reading in the Spanish language.)  
 8 Q. Let me withdraw the question, because I  
 9 don't know what you're reading here. I just wanted  
 10 down here where it says estos valores, you were  
 11 referring to that word in your testimony before,  
 12 valores.  
 13 A. Yes.  
 14 Q. These assets here and this million  
 15 dollars and what have you, what percentage of the  
 16 marital estate does this comprise, in your opinion?  
 17 A. 50 percent, approximately.  
 18 Q. Now, this also has those things in the  
 19 upper right-hand corner that are scratched through.  
 20 There's a big X and there's an arrow that says todo  
 21 la something. I don't know what that word is.  
 22 Todo la, what does that mean?  
 23 A. All the monthly payments.  
 24 Q. And then there's an arrow going up to  
 25 those four things that are scratched out.

1 A. No.  
 2 Q. Did you cause title to be transferred to  
 3 your wife of the department Punta Barandua to her?  
 4 A. No.  
 5 Q. Did you cause title to the land or the  
 6 lot in Punta Barandua to be transferred to her  
 7 after this agreement?  
 8 A. No.  
 9 Q. Did you provide insurance for the wife  
 10 after this agreement of November 11, 2013?  
 11 A. Yes.  
 12 Q. What kind of insurance?  
 13 A. The health insurance that we had.  
 14 Q. Oh, the one you described in your  
 15 testimony that you originally got about 10 years  
 16 ago when you were coming to the U.S. for a trip?  
 17 A. Yes. It was 12 years ago, 13 years ago.  
 18 Q. Whenever that was. That's the same  
 19 insurance that in June or May was canceled?  
 20 A. That she asked me to cancel.  
 21 Q. Why did you not pay the million dollars?  
 22 A. Because we had to formalize this  
 23 agreement.  
 24 Q. Referring to Exhibit 3?  
 25 A. This marital asset separation agreement?

1 Q. Yes. Use the exhibit number, please,  
2 for the record.

3 A. Exhibit No. 3, which is a copy of the  
4 original.

5 Q. So it was never formalized, Exhibit No.  
6 3 was never formalized?

7 A. No. Tamar Verduga talked to a lawyer,  
8 first Alfredo Quadros; then she didn't enter into  
9 an agreement with him. Then she talked to another  
10 lawyer, Monica Palencia; she didn't enter into an  
11 agreement with her.

12 Then she talked to another lawyer  
13 Carmela Martinez, and she didn't enter into an  
14 agreement with her. Somehow, she was not satisfied  
15 with how they structured the agreement, even though  
16 I was satisfied.

17 And then my lawyer, Carlos Pazmino, send  
18 her another agreement and she told me she was okay  
19 to sign it, but we never ended up signing it. The  
20 formal marital asset separation agreement, we have  
21 only this marital asset separation agreement  
22 signed, Exhibit 3 signed.

23 We do have, of course, all the e-mails  
24 and all the correspondence regarding to it.

25 Q. You have that where?

1 A. Oh, it's muebles.

2 Q. Furniture?

3 A. Furniture.

4 Q. What's the word to the left of it that's  
5 scratched out?

6 A. Don't know. I don't remember.

7 Q. I guess the word segura is insurance?

8 A. Yes.

9 Q. And how do you know that toda la vida  
10 applies to insurance and not to the 50,000? It's  
11 next to the 50,000, isn't it?

12 A. It's framed. That's was my offer to  
13 her, whole insurance life.

14 Q. Have you ever asked Telconet whether it  
15 would transfer the assets it owned that are covered  
16 by Exhibit 3 to Ms. Verduga Topic?

17 A. Yes, I asked them how doable it was and  
18 how long will it take.

19 Q. Did you ever obtain a commitment letter  
20 from any lender on the million dollars?

21 A. From my lender?

22 Q. Yes.

23 A. No, not in writing.

24 Q. How much cash do you have on hand?

25 A. Right now?

1 A. We have them.

2 Q. So you had an attorney, you gave a lot  
3 of names there, I don't remember the names, but you  
4 had an attorney write up a formal agreement?

5 A. Yes.

6 Q. And what was that attorney's name?

7 A. She has them. She has three and then I  
8 did. My lawyer did.

9 Q. That's the one I'm asking you about, the  
10 one your lawyer prepared.

11 A. Carlos Pazmino.

12 Q. Is he from Ecuador or U.S.?

13 A. He's an Ecuadoran lawyer.

14 Q. He prepared a formal agreement?

15 A. Yes.

16 Q. Do you have a copy?

17 A. On my computer, yes.

18 Q. Did you ever sign the formal agreement?

19 A. No, but I was prepared to sign it.

20 Q. On Exhibit 3, there's something  
21 scratched out here. What is the word scratched  
22 out?

23 A. I don't remember.

24 Q. What's the word above 50,000 on Exhibit  
25 3, sir?

1 Q. Yes, in various banks.

2 A. Oh, on hand or in the banks?

3 Q. Cash on hand is an accounting term. It  
4 means cash. I don't mean on your person today, but  
5 how much cash do you have access to?

6 A. 8,000, 10,000.

7 Q. So how can you make a million dollar  
8 payment if you make \$150,000 and you have only  
9 \$10,000 in cash?

10 A. I don't keep cash. I don't have much  
11 cash on hand.

12 Q. Then at the time Exhibit 3 was entered  
13 into, you did not have a million dollars that you  
14 could pay to the wife, did you?

15 A. Not on hand.

16 Q. How easy would it be for you to obtain a  
17 million dollars in order to comply with Exhibit 3?

18 A. It would have been tough, but doable.

19 Q. Did the wife ever renounce Exhibit 3?

20 A. Not while -- not until August 2014. She  
21 continuously talked to her lawyers, using this as  
22 the basis for the marital separation agreement, and  
23 she never ever said anything regarding this  
24 agreement. She was perfectly happy with this.

25 She never in Ecuador mentioned to

1 anybody, as far as I know, that this agreement was  
2 not a fair agreement or she didn't want to abide by  
3 it. It just came to my knowledge only on August  
4 13th here when I had been served the papers.

5 Q. Sir, the very document itself says on it  
6 that Mr. Topic does not want to give me what I am  
7 really due. I'm sure that I am due a lot more. So  
8 how can you say she never expressed any  
9 dissatisfaction with Exhibit 3? It says so right  
10 on the document.

11 A. She might have not been satisfied, but  
12 you mentioned not satisfaction. You mentioned on  
13 your separation that she renounced this agreement.

14 Q. I mentioned in my what?

15 A. On your assertion.

16 Q. My question, okay.

17 A. So I was addressing that. She never  
18 ever renounced this agreement.

19 MR. CARUANA: Mark this as Exhibit 4.  
20 (Thereupon, a document was marked  
21 Exhibit No. 4: 6-13-14 Spanish note,  
22 for Identification.)

23 A. She never ever renounced this agreement  
24 until August 13th when I received this paper.

25 Q. I show you what has been marked as

1 aspect.

2 For reasons exposed, and because I  
3 believe this is not the way to end a 22-year old  
4 marriage, I'm disposed to renounce that document.  
5 Hoping your compression. Blessings, Tamar Verduga.

6 Q. Hoping your compressions?

7 A. Your compression it says, your  
8 understanding. May I make a quick note? We didn't  
9 sign this document.

10 Q. Referring to Exhibit 3?

11 A. Referring to Exhibit 3, October 13, 2013  
12 first, and second, this letter --

13 Q. Referring to Exhibit 4?

14 A. Referring to Exhibit 4, has a June 13,  
15 2014.

16 Q. You already told us that you didn't get  
17 it until August.

18 A. I didn't even see it until August 13th.

19 Q. Anything else you'd like to say?

20 A. I don't agree, of course.

21 Q. Did you ever respond in writing to that  
22 Exhibit 4?

23 A. No.

24 Q. Again, going back to Exhibit 1, your  
25 affidavit, you say you have never conducted

1 Exhibit 4. Is that a document you received?

2 A. I received this document I believe, yes,  
3 on August 13th. I have never seen it before.

4 Q. You had never seen it before?

5 A. No.

6 Q. You received the document. You're  
7 saying you had never seen it before August 13th?

8 A. Yes.

9 Q. Understood. What does it say?

10 A. It says 13th of June 2014. Tommy --  
11 should I read it in Spanish?

12 Q. No, it doesn't do me any good for you to  
13 read it in Spanish. Tell me the translation as  
14 best you can.

15 A. I must reject the document that you  
16 asked me to sign October 13, 2013 at the gas  
17 station that is in front of McDonald's for reasons  
18 I explain in that recital paper and because it  
19 doesn't contain neither specified the financial  
20 aspects to consider in a marriage separation.

21 Besides, in that opportunity, I felt  
22 strongly pressured emotionally for not having the  
23 negotiation resources, since the monthly support  
24 that you give me is not enough and because I didn't  
25 have the legal advice to enlighten me toward this

1 business in the State of Florida. That's not  
2 wholly accurate, is it, that statement?

3 A. I never conducted business in Florida.  
4 I have had some companies that buy items and ship  
5 it.

6 Q. Who is Carlos Pazmino?

7 A. He's a lawyer for the company.

8 Q. And is he with the Hunton & Williams  
9 firm on Brickell?

10 A. It's a lawyers' firm.

11 Q. Have you ever used that law firm to  
12 conduct any business for you, any legal business  
13 for you?

14 A. Just to incorporate some companies.

15 Q. Well, that's legal business.

16 A. They haven't conducted any business.

17 Q. Well, that's their business,  
18 incorporating companies?

19 A. That's their business, but the companies  
20 they've incorporated have not done any business.

21 Q. You had that law firm incorporate Cable  
22 Andino, U.S.A., Inc., did you not, in the State of  
23 Florida?

24 A. I did not. Carlos Pazmino did.

25 Q. Sir, he's an attorney, isn't he?



1 A. Yes.  
 2 Q. He did this at your request and  
 3 direction, did he not?  
 4 A. No.  
 5 Q. He just got up one day and created a  
 6 company and made you an officer or director of it?  
 7 A. Oh, yes, he told me so, but it was not  
 8 my order, my direction to do that.  
 9 Q. He just did it on his own?  
 10 A. He thought this was necessary.  
 11 Q. And when was that, when did this lawyer  
 12 create this company for you that he thought was  
 13 necessary?  
 14 A. I don't recall.  
 15 Q. How about 2012, does refresh your  
 16 memory?  
 17 A. I don't recall.  
 18 Q. In fact, you filed an annual report in  
 19 2013, did you not?  
 20 A. Not that I recall.  
 21 Q. And the company filed an annual report  
 22 on January 30, 2014, did you not?  
 23 A. I don't recall. I didn't sign it. I  
 24 didn't see them.  
 25 Q. Did the law firm of Hunton & Williams

1 A. It might be so, yes. Don't recall  
 2 exactly this, but it might be right.  
 3 Q. And you listed the registered office of  
 4 Tomislav Topic as 8265 Northwest 66th Street,  
 5 Miami, Florida 33166.  
 6 A. Yes.  
 7 Q. What address is that?  
 8 A. It's a freight forwarder address.  
 9 Q. What do you mean it's a freight  
 10 forwarder's address? Have you ever conducted any  
 11 business out of that address; have you ever had any  
 12 goods delivered under that address?  
 13 A. Yes. They received goods for our  
 14 company in Ecuador or for me personally.  
 15 Q. Why did you have Data Ware, Inc.'s  
 16 business office listed with the Secretary of State  
 17 of the State of Florida at 8265 Northwest 66th  
 18 Street, Miami, Florida?  
 19 A. So whenever I received any mail, they  
 20 would send it to Ecuador, any correspondence.  
 21 Q. What year did you cause this company to  
 22 be incorporated?  
 23 A. I don't recall.  
 24 Q. Have you ever heard of Glory  
 25 International Industry Corp.?

1 creat a company called Tech Data International,  
 2 Inc. for Tomislav Topic, 12363 Northwest 77th Lane,  
 3 Miami, Florida 33182?  
 4 A. Yes. I just recalled that was the  
 5 address of my friend's house.  
 6 Q. Mr. Ricardo Rivera's house is 12363  
 7 Northwest 77th Lane, Miami, Florida 33182?  
 8 A. I think so.  
 9 Q. So you incorporated Tech Data  
 10 International, Inc. and you listed yourself,  
 11 Tomislav Topic, as the registered agent, and you  
 12 used Ricardo Rivera's address on 77th Lane as the  
 13 official registered business office of Tech Data  
 14 International, Inc.; is that correct?  
 15 A. Yes.  
 16 Q. And you did that on August 24th, 1992;  
 17 is that correct?  
 18 A. Yes. I don't recall the date exactly.  
 19 Q. But it was in the '90s?  
 20 A. It sounds right.  
 21 Q. And, sir, you also caused the Miami law  
 22 firm of Hunton & Williams to incorporate a company  
 23 called Data Ware, Inc. in which Tomislav Topic is  
 24 listed with the Secretary of State as the  
 25 registered agent; isn't that correct?

1 A. Yes.  
 2 Q. Were you the president, secretary and  
 3 treasurer of a Florida corporation known as Glory  
 4 International Industry Corp., Mr. Topic?  
 5 A. Yes.  
 6 Q. What address was its registered business  
 7 office, sir?  
 8 A. I don't remember.  
 9 Q. 8427 Northwest 68th Street --  
 10 A. Yes, that might be it.  
 11 Q. -- Miami, Florida. Whose address is  
 12 that?  
 13 A. It's a freight forwarder address.  
 14 Q. Why did you have the Secretary of State  
 15 list you as the president, secretary, treasurer at  
 16 8427 Northwest 68th Street, Miami, Florida?  
 17 A. Because, as I don't have any property  
 18 here, I asked them to receive the correspondence  
 19 and to send it back to Ecuador, to send it to  
 20 Ecuador.  
 21 Q. What is the business of Glory  
 22 International Industry Corp.?  
 23 A. It hasn't conducted any business.  
 24 Q. It's an active corporation. It filed  
 25 its annual report in 2014, sir.

1 A. Yes, but it has not conducted any  
2 business.  
3 Q. What was the purpose that you  
4 incorporated it?  
5 A. We were thinking of setting up a company  
6 that handles transactions with China, to bring from  
7 China things and to ship it back to our country.  
8 Q. When you say we, who are you referring  
9 to, Mr. Topic?  
10 A. Me.  
11 Q. Did Glory International Industry Corp.  
12 enter into any contracts with anyone?  
13 A. No.  
14 Q. Any invoices or receipts?  
15 A. No.  
16 Q. Did it open up any bank accounts?  
17 A. No.  
18 Q. Do you own the shares of stock of that  
19 company?  
20 A. I don't recall. I ask it to be  
21 incorporated.  
22 Q. And, sir, are you familiar with a  
23 Florida for-profit corporation called Cable Andino  
24 U.S.A., Inc.?  
25 A. Yes, I know it exists.

1 evidence?  
2 MR. VILAR: It doesn't say that.  
3 Q. Who is Carlos Pazmino; is he a business  
4 colleague of yours.  
5 A. He's a lawyer for Telconet.  
6 Q. Where?  
7 A. In Ecuador.  
8 Q. Is he your personal attorney?  
9 A. Yes, when I -- yes.  
10 Q. So was he acting on your behalf when he  
11 had Hunton & Williams create Cable Andino U.S.A.,  
12 Inc.?  
13 A. No.  
14 Q. On whose behalf was he acting on,  
15 Telconet?  
16 A. No.  
17 Q. Who?  
18 A. Cable Andino.  
19 Q. Is that an Ecuadoran company?  
20 A. No.  
21 Q. Is that company owned by Telconet?  
22 A. Not entirely.  
23 Q. Does Telconet own any portion of Cable  
24 Andino?  
25 A. Yes.

1 Q. Is that a company that you caused to be  
2 incorporated through Hunton & Williams?  
3 A. I didn't cause it to be incorporated.  
4 Q. Who did cause it?  
5 A. Carlos Pazmino.  
6 Q. Carlos Pazmino is an attorney at Hunton  
7 & Williams?  
8 MR. VILAR: Objection to the form of the  
9 question.  
10 A. No.  
11 Q. I'm sorry, he's not an attorney?  
12 A. He's not an attorney at Hunton &  
13 Williams. You said Carlos Pazmino is an attorney  
14 at Hunton & Williams. I said no.  
15 Q. I'm sorry. I thought you told me before  
16 he was an attorney there.  
17 A. No, not an attorney with Hunton &  
18 Williams. I said he's an attorney.  
19 Q. It states on this paper from the  
20 Secretary of State that Pazmino, Carlos is at  
21 Hunton & Williams, 1111 --  
22 MR. VILAR: Objection to form.  
23 Mischaracterization of the evidence. That's not  
24 what it says.  
25 MR. CARUANA: Mischaracterization of the

1 Q. And how is it that you are listed with  
2 the Secretary of State as being a director of this  
3 active corporation, Tomislav Topic, care of Hunton  
4 & Williams?  
5 A. He thought I should be a director.  
6 Carlos Pazmino thought I should be a director.  
7 Q. Who did?  
8 A. Carlos Pazmino.  
9 Q. Your lawyer?  
10 A. Not in that capacity.  
11 Q. He wears many hats?  
12 A. He has many jobs.  
13 Q. How about Tech Data International, Inc.;  
14 were you a registered agent of that Florida  
15 corporation, sir?  
16 A. That's the company incorporated in 1992?  
17 Q. I don't know. You tell me.  
18 A. I don't remember. I don't recall. You  
19 have the papers in front of you. I don't remember.  
20 Q. And that is Ricardo Rivera's address,  
21 12363 Northwest 77th Lane?  
22 A. I think so.  
23 Q. 7th Lane, is that a mistake? Is it 77th  
24 or 7th?  
25 A. I think it's 7th Lane.

1 Q. Did you ever own any interest in that  
2 property at 12363 Northwest 7th Lane with Ricardo  
3 Rivera?

4 A. No. I have never owned any property in  
5 the United States.

6 Q. Is that the property that you and your  
7 wife stayed at, after you got married in Dade  
8 County, Florida, from time to time that you said  
9 was opened by your friend Ricardo Rivera?

10 A. Yes, we stayed there for some days, and  
11 yes, I said it was owned by Ricardo Rivera.

12 Q. Does he own that property today?

13 A. I don't know.

14 MR. VILAR: Mr. Caruana, I think we have  
15 gone beyond the scope of the original intent. I've  
16 been as flexible as I can be. You're asking  
17 questions about corporations incorporated over 10  
18 years ago, some even longer, some of them not even  
19 active.

20 So I'm trying to be as flexible as  
21 possible. How much longer do we have?

22 MR. CARUANA: Sir, he filed an affidavit  
23 that says he's never had any business interests in  
24 Florida. This is a legitimate -- when you say  
25 never, then that means I can ask about a

1 A. I see it.

2 Q. It says I have never.

3 A. Never.

4 Q. Is that a true statement?

5 A. As far as my knowledge is, yes.

6 Q. And Mr. Topic, did you or Telconet or  
7 any of Telconet's entities ever make an insurance  
8 claim for a casualty loss for certain containers  
9 containing computers?

10 A. Yes.

11 Q. Was that claim made in the State of  
12 Florida?

13 A. Yes.

14 Q. Was the alleged loss a loss that  
15 occurred in the State of Florida?

16 A. Yes.

17 Q. Was payment made in the State of  
18 Florida?

19 A. Yes.

20 Q. And what was the amount of the claim?

21 A. I don't recall.

22 Q. So, then, would you have contracted to  
23 insure property located within the State of  
24 Florida?

25 A. No.

1 corporation 20 years ago.

2 I've also asked about corporations  
3 incorporated two, three, one year ago. So I don't  
4 think your objection is well placed. This is  
5 strictly within the scope of this deposition.

6 Q. Did I ask you about Data Ware already;  
7 were you a registered agent of that company in  
8 Florida?

9 A. I don't recall.

10 Q. Tomislav Topic, registered agent, at  
11 8263 Northwest 66th Street. Is that the freight  
12 forwarder?

13 A. Yes.

14 Q. Now, in your affidavit, you say you have  
15 never entered into any contracts for insurance in  
16 Florida; is that correct?

17 A. Yes, that's correct. The insurance, the  
18 international insurance that we have, we had it  
19 first with Denmark and we entered into an agreement  
20 over there in Ecuador, yes?

21 Q. No. 24 of Exhibit 1, your affidavit  
22 filed in this case in Dade County says: I have  
23 never contracted to insure a person, property or  
24 risk located within the State of Florida, close  
25 quote.

1 Q. Who asked for that insurance?

2 A. When we import equipment, you contract  
3 insurance from the factory to the port. You  
4 contract insurance all over, from point to point,  
5 and there was a loss on the shipment.

6 Q. What was the shipment to Dade County?

7 A. No. The shipment passed through Dade  
8 County through the Port of Miami, and the final  
9 destination was Ecuador.

10 Q. What was the origin, China?

11 A. No. I think it was Houston, Texas.

12 Q. So computers that were ordered from  
13 Houston that came to Miami --

14 A. Passed through Miami.

15 Q. And the casualty loss allegedly occurred  
16 in Miami?

17 A. Yes.

18 Q. So a claim was made for a loss in Miami,  
19 Florida. What was the amount?

20 A. The equipment was in transit.

21 Q. What was the amount of the casualty  
22 loss?

23 A. I don't recall.

24 Q. Was it more than a million dollars?

25 A. No.

1 Q. Was it more than a hundred thousand  
2 dollars?  
3 A. Around that.  
4 Q. What year did this occur?  
5 A. I don't recall. It was many years ago.  
6 Q. Was there only one such claim?  
7 A. Yes, I think so.  
8 Q. Was the container taken or was the  
9 container left and only the contents of the  
10 container taken?  
11 A. Only the contents.  
12 Q. Was the container battered or dented?  
13 A. I don't recall. I don't recall.  
14 Q. 29 says: I have not caused injury to  
15 property within the State of Florida.  
16 A. That is correct.  
17 Q. And 30 says: I have not breached a  
18 contract in the State of Florida. Do you know why  
19 these things were put in your affidavit?  
20 Why did you state these things about  
21 contracts and I have not insured property in  
22 Florida? What was the reason for that, do you  
23 know?  
24 A. No.  
25 Q. You say in 32: I have not entered into

1 Q. No. 19 says: We have never lived in  
2 Miami, Florida. By lived, you mean what?  
3 A. Lived as a resident, not as a tourist.  
4 Q. No. 22 says: I do not have an office or  
5 agency in the State of Florida. Listing you as the  
6 registered agent of a Florida corporation, do you  
7 consider that having an agency in the State of  
8 Florida?  
9 A. No.  
10 Q. Why not?  
11 A. Because I don't have any office, any  
12 setup, any physical address, nothing, any business,  
13 ongoing business, nothing.  
14 Q. But all those addresses that were  
15 listed, like Mr. Rivera and all these freight  
16 forwarders, Hunton & Williams, those are what, just  
17 fictitious?  
18 A. No, they are not fictitious. They are  
19 not mine. These serve only as a place where I  
20 receive the correspondence and they send it back to  
21 my country where I live and where I've always  
22 lived.  
23 Q. Is Cable Andino, Inc., Cable Andino  
24 U.S.A. and Cable Andino, S.A., Coprodino  
25 subsidiaries of Telconet?

1 any contracts that comply with 685.102 Florida  
2 Statutes. Do you know what 685.102 is, Mr. Topic?  
3 A. I think I saw it.  
4 Q. What is it?  
5 A. I don't recall.  
6 Q. 33 says: Within the past 15 years, I  
7 have not purposefully availed myself of the  
8 privilege of conducting activities within the State  
9 nor have I invoked the benefits and protection of  
10 the law of the State of Florida.  
11 Do you consider incorporating companies  
12 as invoking benefits of the law of the State of  
13 Florida?  
14 A. No.  
15 Q. 39 says: My wife and I have entered  
16 into an agreement for temporary support in which I  
17 pay her a monthly amount for her personal support.  
18 Please direct me to any agreement that specifies a  
19 monthly amount for personal support.  
20 A. This was a verbal agreement.  
21 Q. A verbal agreement?  
22 A. Yes.  
23 Q. Is there any writing that confirms the  
24 alleged terms of the verbal agreement?  
25 A. Not that I'm aware of, no.

1 A. Telconet has a portion of shares of some  
2 of them, yes.  
3 Q. What is Techno Cargo, is that one of the  
4 freight forwarders that you referred to in your  
5 testimony?  
6 A. That is correct.  
7 Q. Located in Doral?  
8 A. Yes.  
9 Q. Sir, have you ever described yourself as  
10 being the general manager of Telconet in the last  
11 few months?  
12 A. Yes.  
13 Q. And were you quoted in the newspaper in  
14 Ecuador in connection with the cable, underneath  
15 the water cable business?  
16 A. If I was --  
17 Q. Were you quoted in connection with the  
18 fiber optic submarine cable industry in the media  
19 in Ecuador in the last two weeks?  
20 A. I suppose so.  
21 Q. Do you recall it or not; are you quoted  
22 that much?  
23 A. Somebody did an interview to me. I  
24 don't know if it went out in the newspapers.  
25 Q. Who did the interview?

1 A. I don't recall. A reporter. I don't  
2 know his name or her name.  
3 Q. What was the subject?  
4 A. The submarine cable.  
5 Q. What about it?  
6 A. He or she asked me about it.  
7 Q. What did she ask you?  
8 A. What was this cable for and how will  
9 that help Ecuador.  
10 Q. And what did you say?  
11 A. That this cable was to bring additional  
12 cable to provide Internet to Ecuador.  
13 Q. Was there a shipment of fiber optic  
14 cable delivered by ship to Manta --  
15 A. No.  
16 Q. -- that you commented upon?  
17 A. No.  
18 Q. El Barco Ile of Brehat; do you know what  
19 that is?  
20 A. Yes.  
21 Q. What is it?  
22 A. It's a ship to lay submarine cables.  
23 Q. And do you have any business connection,  
24 either directly or through Telconet, with laying  
25 fiber optic cable across the ocean?

1 A. Yes.  
2 Q. What is your interest?  
3 A. Telconet is responsible for setting up  
4 the landing station where this cable will connect.  
5 (Thereupon, a document was marked  
6 Exhibit No. 5: Newspaper article, for  
7 Identification.)  
8 Q. Let me show you what has been marked her  
9 as Exhibit No. 5. Please show it to your legal  
10 counsel.  
11 Is El Universo a newspaper in Ecuador?  
12 A. Yes.  
13 Q. Is it considered the most important  
14 newspaper in town?  
15 A. In Guayaquil, yes.  
16 Q. And were you interviewed by that El  
17 Universo sometime before November 17th, 2014?  
18 A. No.  
19 Q. See when it says cable submarino  
20 ampliara de banda on this exhibit?  
21 A. Yes.  
22 Q. Could you look at your name here? It  
23 says: La mayor capacidad y moderno en America del  
24 sur segun Tomislav Topic, gerente de Telconet  
25 empresa que -- what does that mean there; what do

1 those words mean around your name, what does that  
2 mean?  
3 A. It means that according to me, this is  
4 the most modern -- no, the highest capacity modern  
5 submarine cable in South America.  
6 Q. What does gerente del Telconet mean?  
7 A. General manager. Manager of Telconet.  
8 Q. And that El Barco Ile of Brehat passed  
9 through Manta, didn't it?  
10 A. Yes.  
11 Q. I asked you that and you said no before.  
12 A. No, you asked me -- you didn't ask me if  
13 it passed through Manta. You asked me if the ship  
14 has delivered a shipment of fiber optic cable to  
15 Manta. That was not.  
16 Q. Where was the shipment going to?  
17 A. There was no shipment.  
18 Q. What was on the ship?  
19 A. Fiber optic cable.  
20 Q. So the ship lays the cable?  
21 A. Yes.  
22 Q. So did you talk to this representative  
23 from this newspaper? Did they quote you  
24 accurately?  
25 A. I didn't talk to them.

1 Q. So they made this up?  
2 A. No, I don't think so.  
3 Q. Did they get it from something that you  
4 issued?  
5 A. Probably.  
6 Q. Like a press release?  
7 A. I made a statement and they must have  
8 gotten it from there.  
9 Q. And in what form did you make the  
10 statement?  
11 A. There was a ceremony, and I stated  
12 something like this.  
13 Q. So they were in the audience and they  
14 just wrote it down?  
15 A. I'm not sure if they were in the  
16 audience.  
17 Q. Or they saw a video of it or something?  
18 A. Yes.  
19 Q. But you said you were interviewed.  
20 A. No, I didn't say. You said that.  
21 MR. CARUANA: Thank you, sir.  
22 Do you want to ask him any questions?  
23 MR. VILAR: No.  
24 MR. CARUANA: Do you waive reading and  
25 signing?

1 MR. VILAR: He does not waive.  
2 (Thereupon the deposition was concluded  
3 at 1:40 p.m.)  
4 (Reading and signing not waived.)  
5  
6  
7

8 -----  
9 DEPONENT  
10 -----

11 Notary Public  
12 My Commission Expires:  
13  
14  
15  
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17  
18  
19  
20  
21  
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23  
24  
25

1 REPORTER'S DEPOSITION CERTIFICATE  
2  
3

4 I, IRENE L. ELLIOTT, Registered  
5 Professional Reporter, certify that I was  
6 authorized to and did stenographically report the  
7 deposition of MARION TOMISLAV TOPIC; that a review  
8 of the transcript was requested; and that the  
9 transcript is a true and complete record of my  
10 stenographic notes.  
11  
12  
13

14 I further certify that I am not a  
15 relative, employee, attorney or counsel of any of  
16 the parties, nor am I a relative or employee of any  
17 of the parties' attorney or counsel connected with  
18 the action, nor am I financially interested in the  
19 action.  
20

21 Dated this 16th day of December 2014.  
22  
23

24 -----  
25 IRENE L. ELLIOTT, RPR, FPR

1 CERTIFICATE OF OATH  
2

3 STATE OF FLORIDA :  
4 COUNTY OF MIAMI-DADE :  
5  
6  
7

8 I, the undersigned authority, certify  
9 that MARION TOMISLAV TOPIC personally appeared  
10 before me and was duly sworn.  
11  
12  
13  
14

15 WITNESS my hand and official seal this  
16 16th day of December 2014.  
17  
18  
19  
20  
21

22 -----  
23 IRENE L. ELLIOTT, RPR, FPR  
24 Notary Public - State of Florida  
25 Commission No. EE 872739  
Expires 4/29/2017

1 PORTER, WALKER & ASSOCIATES, INC  
2 420 South Dixie Highway Suite 2L  
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5 F (305) 669-9489  
6 E PWA@Porterwalker.net  
7  
8

9 December 16, 2014  
10

11 TO Mr Patrick Vilar  
12 C/O Vilar Law, P A  
13 66 West Flagler Street, Suite 500  
14 Miami, FL 33130  
15 IN RE Tamar Verduga Topic and Marion Tomislav Topic  
16 Case No 2014-019321  
17

18 Dear Mr Vilar  
19

20 With reference to the deposition of your client,  
21 Marion Tomislav Topic, in the above-styled cause,  
22 taken on December 2, 2014 under oath, please be  
23 advised that the transcript of this deposition has  
24 been transcribed and is awaiting his signature  
25

Please arrange to conclude this matter at your  
earliest convenience. We would suggest that you  
telephone this office and arrange an appointment  
suitable for all concerned.  
However, if this has not been taken care of, on or  
before January 15, 2015, or before the time of  
trial, we shall conclude that the reading and  
signing of said deposition have been waived, and  
shall then proceed to deliver the original of said  
transcript to the party who ordered the deposition  
without further notice to any of the parties

Sincerely,  
21  
22  
23

24 Irene L. Elliott, RPR, FPR  
25 Court Reporter and Notary Public  
Cc Attorneys of Record