

IN THE CIRCUIT COURT OF THE 15<sup>th</sup> JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE MARRIAGE OF:  
LISA ARMOYAN

CASE NO.: 502009DR012086XXXXSB FZ

Petitioner/Wife,  
And

VREGE ARMOYAN,

Respondent/Husband.

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**FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE**

This cause came on to be heard for trial after duly noticed on October 26, 2012. Based upon the testimony before the Court, the review of the entirety of the Court file, the Court's involvement from January 1, 2011 to the current date with this law suit, including various hearings and motions, finds:

**INITIAL HISTORY**

1. The parties were married to each other on October 10, 1993 in Toronto, Canada.
2. Initially, when the parties' habitual residence was in Ontario, Canada they executed an Agreement Dealing with Matrimonial Relationship, Assets and all Matters Related Thereto at issue.
3. The parties' habitual residence since six (6) months in advance of October 20, 2009 was in the State of Florida.
4. The Husband initially objected on subject matter jurisdiction and forum non conveniens. Both of which were denied with prejudice on April 4, 2012<sup>1</sup>.
5. This Court had and has subject matter jurisdiction of the parties and all issues, and personal jurisdiction of the parties.

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<sup>1</sup> See Order Granting Wife's Request to Determine that the Wife has been a Resident of the State of Florida Six (6) Moths Prior to Filing Her Petition for Dissolution of Marriage dated October 20, 2009 and Order Denying Husband's Motion to Dismiss for Lack of Subject Matter Jurisdiction and Forum Non Convenien, dtd 4/4/12, DE #695

6. There are three (3) children born of this marriage to wit: Jonathan Armoyan born on April 29, 1995, Victoria Armoyan born on September 16, 1996, and Christina Armoyan born on November 7, 1998.

7. The Wife filed her Petition for Dissolution of Marriage on October 20, 2009, DE #1.

8. The Wife filed her Amended Petition for Dissolution on November 6, 2009, DE #11, and she filed her Second Amended Petition for Dissolution of Marriage on October 21, 2011, DE #533. All retroactive to October 20, 2009.

9. The Court has entered numerous orders (which are detailed below) as it pertains to the support of the minor children and the Wife including:

- a. Order Granting Wife's Application for F.S. §61.09 Separate Maintenance, dated 8/11/11, DE #466
- b. Order Granting Wife's Application for Temporary Relief, dtd 9/5/12, DE #743;

10. During these proceedings the Husband has caused this Court to halt discovery required, and, permitted to the Wife, pursuant to the Rules of Family Procedure and Substantive Law of Florida. This unique circumstance was based upon the Husband's stipulation that he had the ability to pay any dollar amount that this Court awarded on behalf of the Wife as to alimony and child support. This stipulation continues and is reincorporated as if fully set forth herein for the purposes of this Final Judgment. (See Order on the Viability of the Husband's Stipulation as to Ability to Pay as it Pertains to the Wife's Contempt Applications, dated 1/23/12, DE #575.)

#### **HISTORY OF PROCEEDINGS RELATING TO THE COUNTRY OF CANADA**

11. To the extent (specifically) that The Honorable Justice C. Campbell misapprehended the acts of this Court; and to address what this Court perceives could be conflicting decisions (now that this Final Judgment is entered, as well as the previous orders are fixed) as to this Court and the Canadian Court; as well as to further request the Canadian Court

for the comity this Court deserves in its orders and judgments; this Court sets out and refers to the history (in part below) by the Husband in his disingenuous conduct before this Court, and his abandonment of his legal responsibilities to the Wife and children in this marriage; as well as his contemptuous conduct both civilly, and as found by this Court previously, criminally to this Court.

- a. The Wife initially filed her Petition for Dissolution of Marriage;
- b. After a myriad of pleadings, motion hearings, and delays, this Court found subject matter jurisdiction of all issues. Personal jurisdiction was conceded by the Husband initially.
- c. Thereafter, the Husband filed an initial action in the Country of Canada. But, dismissed the same, and refilled an action in which this Court's sister court in Nova Scotia attempts to address.
- d. This Court exercised its jurisdiction over the Husband initially on October 22, 2009. While the Husband proceeded to delay (and misrepresent to this Court his purpose of the delay) nevertheless, this Court permitted the Husband his full plenary due process rights before this Court; so as to permit the Husband to raise any claims he desired for any purpose in support of any position the Husband had for any reasons; as it pertained to any issue adjudicated previously; as well as any order or finding. And, the Husband was permitted to address the same plenary before this Final Judgment and at the trial of this cause before the entry of this Final Judgment.
- e. The Husband's retort to this Court was not merely to ignore the orders of this Court, and simultaneously appeal the orders of this Court (which appeals have been dismissed with prejudice); but, ignoring the obligations to this Court's and its orders; seeking a haven in Nova Scotia, Canada for the purposes of disobeying orders of this Court (from this Court's perspective) with the intent to cause the Wife and her legal counsel additional attorney's

fees and costs, which have been previously addressed by this Court; and further addressed in this Final Judgment. But, most significantly the harmful conduct by the Husband in his complete failure to support the minor children of this marriage in any form or any fashion that this Court has ordered.

12. This Court is cognizant of Justice Douglas C. Campbell's Opinion rendered on September 5, 2012 and September 14, 2012 (DE #744 and DE #765). This Court is bewildered by said Opinions. This Court had requested previously on a temporary basis<sup>2</sup>, and now on a permanent basis the halting of any action (what is commonly referred to in Canada as an anti-suit injunction) by the Husband or his agents on any level.

13. This Court is further chagrined by the decision of this Court's sister jurisdiction (Canada), as this Court has been pellucid, in its request to the Country of Canada through its judicial system, that this Court be permitted to fully exercise (which it has) its complete jurisdiction for both the dissolution of marriage action, the validity and interpretation of the marital settlement agreement (if valid), as well as the issues of the Wife and children for support.

14. The following orders and findings of this Court as to this Court's previous orders and jurisdiction, are reincorporated and restated as if fully set forth herein:

- a. Order Adjudicating the Husband Vrege Armoyan in Civil Contempt and Granting other Relief, dated 2/14/12 as to Appellate Attorney's Fees in Case No. 4D10-3006, DE #606;
- b. Order Adjudicating the Husband Vrege Armoyan in Civil Contempt and Granting other Relief, dated 2/14/12 as to Appellate Attorney's Fees in Case No. 4D11-5, DE #609;
- c. Order Adjudicating the Husband Vrege Armoyan in Civil Contempt and Granting other Relief, dated 2/14/12 as to the February 2012 support payment due to the Wife, DE #610;
- d. Order Adjudicating the Husband Vrege Armoyan in Civil Contempt and Granting other Relief, dated 2/14/12 as to attorney's fees and costs and Accounting fees as it pertains to Separate Maintenance, DE #611;

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<sup>2</sup> See Order Granting Temporary Injunction and Requesting other Courts Similarly Situated to Honor Said order dated 2/28/12, DE #653.

- e. Order Adjudicating the Husband Vrege Armoyan in Civil Contempt and Granting other Relief, dated 2/14/12 as to retroactive support due to the Wife and children, DE #612;
- f. Writ of Bodily Attachment as to Failure to Appear on Wife's Application for Civil Contempt Dated August 29, 2011 for Violation of the Court's Order Granting Wife's Application for F.S. §61.09 Separate Maintenance Dated August 11, 2011, DE #466, dated 2/14/12, DE #591;
- g. Writ of Bodily Attachment as to Failure to Appear on Wife's Application for Civil Contempt Dated September 13, 2011 for Violation of the Court's Order Granting Wife's Application for Attorney's Fees and Costs as it Pertains to Separate Maintenance and Accounting Fees and Costs as it Pertains to Separate Maintenance, dated 2/14/12, DE #595;
- h. Writ of Bodily Attachment as to Failure to Appear on Wife's Application for Civil Contempt Dated February 6, 2012 for Violation of the Court's Order Granting Wife's Application for F.S. §61.09 Separate Maintenance Dated August 11, 2011, DE #466, dated 2/14/12, DE #593;
- i. Writ of Bodily Attachment as to Failure to Appear on Wife's Application for Civil Contempt Dated January 20, 2012 for Violation of the Court's Order Granting Wife's Motion for Appellate Attorney's Fees Pursuant to the Fourth District Court of Appeal's Order Dated July 6, 2011 in Case No. 4D11-5, dated 2/14/12, DE #597;
- j. Writ of Bodily Attachment as to Failure to Appear on Wife's Application for Civil Contempt Dated February 6, 2012 for Violation of the Court's Order Granting Wife's Motion for Appellate Attorney's Fees Pursuant to the Fourth District Court of Appeal's Order Dated June 17, 2011 in Case No. 4D10-3006, dated 2/14/12, DE #599;
- k. Order of Commitment on behalf of Joel M. Weissman, dated 2/21/12, DE #615 (\$56,725.36);
- l. Order of Commitment on behalf of Joel M. Weissman, dated 2/21/12, DE #616 (\$10,108.31);
- m. Order of Commitment on behalf of Joel M. Weissman, dated 2/21/12, DE #617 (\$76,596.06);
- n. Order of Commitment on behalf of Joel M. Weissman, dated 2/21/12, DE #618 (304,830.36);
- o. Order of Commitment on behalf of Lisa Armoyan, dated 2/21/12, DE #614;
- p. Order of Commitment on behalf of Robert W. Zucker, dated 2/21/12, DE #619;
- q. Final Money Judgment Against Husband as it Pertains to Order Adjudicating the Husband, Vrege Armoyan in Civil Contempt and Granting other Relief on behalf of Joel M. Weissman, dated 2/21/12, DE #620 (\$10,108.31);

- r. Final Money Judgment Against Husband as it Pertains to Order Adjudicating the Husband, Vrege Armoyan in Civil Contempt and Granting other Relief on behalf of Joel M. Weissman, dated 2/21/12, DE #623 (\$76,596.06);
- s. Final Money Judgment Against Husband as it Pertains to Order Adjudicating the Husband, Vrege Armoyan in Civil Contempt and Granting other Relief on behalf of Joel M. Weissman, dated 2/21/12, DE #624 (\$56,725.36);
- t. Final Money Judgment Against Husband as it Pertains to Order Adjudicating the Husband, Vrege Armoyan in Civil Contempt and Granting other Relief on behalf of Joel M. Weissman, dated 2/21/12, DE #625 (\$304,830.36);
- u. Final Money Judgment Against Husband as it Pertains to Order Adjudicating the Husband, Vrege Armoyan in Civil Contempt and Granting other Relief on behalf of Lisa Armoyan, dated 2/21/12, DE #622;
- v. Final Money Judgment Against Husband as it Pertains to Order Adjudicating the Husband, Vrege Armoyan in Civil Contempt and Granting other Relief on behalf of Robert W. Zucker, dated 2/21/12, DE #621;
- w. Amended Order Granting Writ of Ne Exeat based Upon Acts of the Husband, dated 2/28/12, DE #652;
- x. Amended Order of Commitment (Nun Pro Tunc to 2/21/12) on behalf of Joel M. Weissman, dated 3/6/12, DE #666 (\$56,725.36);
- y. Amended Order of Commitment (Nun Pro Tunc to 2/21/12) on behalf of Joel M. Weissman, dated 3/6/12, DE #656 (\$10,108.31);
- z. Amended Order of Commitment (Nun Pro Tunc to 2/21/12) on behalf of Joel M. Weissman, dated 3/6/12, DE #658 (\$76,596.06);
- aa. Amended Order of Commitment (Nun Pro Tunc to 2/21/12) on behalf of Joel M. Weissman, dated 3/6/12, DE #660 (304,830.36);
- bb. Amended Order of Commitment (Nun Pro Tunc to 2/21/12) on behalf of Lisa Armoyan, dated 3/6/12, DE #664;
- cc. Amended Order of Commitment (Nun Pro Tunc to 2/21/12) on behalf of Robert W. Zucker, dated 3/6/12, DE #662;
- dd. Execution, dated 3/6/12, DE #639
- ee. Execution, dated 3/6/12, DE #641
- ff. Execution, dated 3/6/12, DE #643
- gg. Execution, dated 3/6/12, DE #645
- hh. Execution, dated 3/6/12, DE #647
- ii. Execution, dated 3/6/12, DE #649
- jj. Writ of Bodily Attachment as to Failure to Appear on Wife's Application for Civil Contempt Dated March 21, 2012 for Violation of the Court's Order Granting Wife's Application for F.S. §61.09 Separate Maintenance Dated August 11, 2011, dated 4/4/12, DE #691;
- kk. Order Adjudicating the Husband, Vrege Armoyan in Civil Contempt and Granting other Relief, dated 4/4/12, DE #696;
- ll. Order of Commitment, dated 4/12/12, DE #701;

- mm. Writ of Bodily Attachment as to Failure to Appear on Wife's Application for Civil Contempt dated April 23, 2012 for Violation of the Court's Order Granting Wife's Request for the Additional Support Dollars as and for Child Support in the Amount of \$151,478.00 to be Required to be Paid by the Husband within Ten (10) Days from the Date of this Order or for Further Sanctions and Enforcement by Reservation from this Court Dated April 4, 2012, DE #699, dtd 6/25/12, DE #726;
- nn. Order Adjudicating the Husband Vrege Armoyan in Civil Contempt for Failure to Pay Child Support and Granting Other Relief, dtd 6/25/12, DE #727;
- oo. Order Adjudicating the Husband, Vrege Armoyan, in Indirect Criminal Contempt as to Order Granting Wife's Motion for Appellate Attorney's Fees Pursuant to the Fourth District Court of Appeal's Order Dated June 17, 2011 In Case No. 4D10-3006, dtd 9/18/12, DE #748
- pp. Order Adjudicating the Husband, Vrege Armoyan, in Indirect Criminal Contempt as to Order Granting Wife's Motion for Appellate Attorney's Fees Pursuant to the Fourth District Court of Appeal's Order Dated July 6, 2011 in Case No. 4D11-5, dtd 9/18/12, DE #749
- qq. Order Adjudicating the Husband, Vrege Armoyan, in Indirect Criminal Contempt as to Order Granting Wife's Application for Attorney's Fees and Costs as it Pertains to Separate Maintenance and Accounting Fees and Costs As it Pertains to Separate Maintenance, dtd 9/18/12, DE #750
- rr. Order Adjudicating the Husband, Vrege Armoyan in Indirect Criminal Contempt as to Order Granting Wife's Application for F.S. §61.09 Separate Maintenance, Dated 8/11/11, DE #466 (Currently Incorporated in the Order Granting Wife's Application for Temporary Relief Dated September 5, 2012, dtd 9/18/12, DE #751
- ss. Sentence as to Indirect Criminal Contempt Regard \$10,069.00 as to Order Granting Wife's Motion for Appellate Attorney's Fees Pursuant to the Fourth District Court of Appeal's Order Dated July 6, 1022 in Case No. 4D11-5, dtd 9/18/12, DE #752
- tt. Sentence as to Indirect Criminal Contempt Regard \$75,000 and \$50,000 as to Order Granting Wife's Application for Attorney's Fees and Costs as it Pertains To Separate Maintenance and Accounting Fees and Costs as it Pertains to Separate Maintenance, dtd 9/18/12, DE #753
- uu. Sentence as to Indirect Criminal Contempt Regard \$297,473.00 as to Order Granting Wife's Application for F.S. §61.09 Separate Maintenance, Dated 8/11/11, DE #466 (Currently Incorporated in the Order Granting Wife's Application for Temporary Relief Dated September 5, 2012, dtd 9/18/12, DE #754
- vv. Sentence as to Indirect Criminal Contempt Regard \$56,659.00 as to Order Granting Wife's Motion for Appellate Attorney's Fees Pursuant to the

Fourth District Court of Appeal's Order Dated June 17, 2011 in Case No. 4D10-3006, dtd 9/18/12, DE #755

- ww. Judgment (re: 4D11-5), dtd 9/18/12, DE #756
- xx. Judgment (re: Sep. Maintenance \$297,473.00), dtd 9/18/12, DE #757
- yy. Judgment (re: 4D10-3006), dtd 9/18/12, DE #758
- zz. Judgment (re: Sep. Maint. Atty Fees & Accounting Fees), dtd 9/18/12, DE #759
- aaa. Order Adjudicating the Husband, Vrege Armoyan in Indirect Criminal Contempt as to Order Granting Wife's Motion to Request the Court's Authority to Require the Husband to Complete Form 1.977 Pursuant to Florida Rules of Civil Procedure, 1.560 and Florida Rules of Family Procedure 12.560, DE #767, dtd 9/21/12
- bbb. Judgment (re: Form 1.977), , DE #768, dtd 9/21/12
- ccc. Sentence as to Indirect Criminal Contempt as to Order Granting Wife's Motion to Request the Court's Authority to Require the Husband to Complete Form 1.977 Pursuant to Florida Rules of Civil Procedure 1.560 And Florida Rules of Family Procedure 12.560, DE #769, dtd 9/21/12
- ddd. Order Adjudicating the Husband, Vrege Armoyan in Indirect Criminal Contempt as to Order Granting Temporary Injunction and Requesting Other Courts Similarly Situated to Honor Said Order, DE #770, dtd 9/21/12
- eee. Judgment (re: Temporary Injunction), DE #771, dtd 9/21/12
- fff. Sentence as to Indirect Criminal Contempt as to Order Granting Temporary Injunction and Requesting other Courts Similarly Situated to Honor Said Order, DE #772, dtd 9/21/12.

15. It is now understood by this Court, that the Husband's actions were solely to plummet the Wife and children to financial oblivion, and to deprive her of access to legal counsel. As well as, for the Wife to abandon her claims in this Court so that the Husband can continue his pursuit of punishment to the Wife (and indirectly to the children) to achieve what the Husband contends in his view is fairness. But, from this Court's perspective what the Husband sought and seeks to achieve was and is fraudulent, more specifically detailed below.

#### **MARITAL LAPTOP COMPUTER**

16. During these proceedings, the Husband in order to circumvent the Wife's lawyers' ability to address the issues before this Court claimed, among other acts, that the Wife's



lawyer should be disqualified regard certain records which the Wife received through her obtaining information from a marital laptop computer.

17. This history of the marital laptop computer is particularly addressed in The Honorable Judge Moir's decision dated June 17, 2011, which this Court has reviewed. See Exhibit "1".

18. The information that the Wife obtained from the marital laptop computer based upon the testimony at this trial (the Armco intervention action has been severed for further consideration by this Court) was ordered by this Court to be accessible to the Wife and her counsel, in part.

19. That information that was ordered to be accessible to the Wife and her counsel clearly evinced at a minimum the following:

a. The Husband's chicanery in suggesting that there was any meaningful financial disclosure to the Wife in advance of the execution of the Agreement Dealing with Matrimonial Relationship, Assets and All matters Related Thereto;

b. The Husband's writings to others indicating his reluctance to share financial information for the purposes of a full frank financial disclosure to the Wife as it pertains to the Agreement Dealing with Matrimonial Relationship, Assets and All Matters Related Thereto;

c. The Husband's lawyers', William Ryan writing to the Husband involving the complicity of the Husband in perpetrating the financial fraud and factual fraud on the Wife as stated below.

**INVALIDITY OF THE AGREEMENT DEALING WITH MATRIMONIAL  
RELATIONSHIP, ASSETS AND ALL MATTERS RELATED THERETO EXECUTED  
ON MARCH 1, 2008**

20. The parties allegedly entered into an Agreement Dealing with Matrimonial Relationship, Assets and all Matters Related Thereto in the Province of Nova Scotia, Country of

Canada on March 1, 2008 with specific provisions for the waiver of support of the Wife. (There was no delineation as to the support of the children.) There was an attempted waiver of equitable distribution, as well as legal fees and costs. The habitual residence of the parties at the time was Ontario, Canada, but the parties traveled to Nova Scotia to sign the agreement pursuant to the Husband's attempt to secure advantages to himself in that jurisdiction.

21. In essence, the agreement precluded the Wife from any accumulation of wealth during the marriage. The agreement also provided that only the Province of Nova Scotia would have jurisdiction over the agreement (this Court addresses such clause below).

22. Initially, the Court's predecessor, the Honorable Kenneth Stern conducted hearings before the Court regarding the legitimacy of the clauses as stated above on the Husband's Motions to Dismiss for Lack of Subject Matter Jurisdiction, Personal Jurisdiction Based on a Forum Selection Clause and the Forum Non Conveniens Doctrine, DE #14, and the Wife's Response to Husband's Motion to Dismiss, DE #58. Those motions have been denied with prejudice. And, as stated, provided this Court not only with personal jurisdiction, but complete jurisdiction of the subject matter as ordered previously, and as contained in this Final Judgment.

23. Various memoranda were provided to the Court. Testimony was undertaken by the parties via depositions of various witnesses including, but not limited to:

- a. Brian Church;
- b. Janet Chute;
- c. Richard Haugen;
- d. William L. Ryan;
- e. Lisa Armoyan;
- f. Vrege Armoyan; and

g. Transcripts were reviewed by this Court for the period of November 2009 through December 2010.

24. A review of this evidence and the transcripts discloses that the document styled Agreement Dealing with Matrimonial Relationship, Assets and all Matters Related Thereto in the Country of Canada executed on March 1, 2008 (At which time the habitual residence of the parties was Ontario, Canada.) was the result of a complete fraud by the Husband upon the Wife emanating from the Husband's attempt to persuade the Wife to execute a document known as Agreement Dealing with Matrimonial Relationship, Assets and all Matters Related Thereto. This fraud included, but was not limited to:

- A. No financial disclosure by the Husband to the Wife;
- B. The Wife was under coercion;
- C. The Wife was under duress;
- D. The Husband misrepresented material financial and factual information to the Wife; and
- E. The Husband concealed material financial information from the Wife solely with purpose and intent to inveigle the Wife from any financial accumulation of wealth during this marriage (marital), and to preclude her from having any ability to determine whether to execute this alleged agreement knowingly, voluntarily and only subsequent to a full frank financial disclosure.<sup>3</sup>

F. In addition to the above specific reasons, this Court further finds that the alleged financial disclosure provided by the Husband to the Wife never existed. It was merely the Husband's continued deception to have the Wife execute this agreement at issue so as to

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<sup>3</sup> Aside from the fraud as stated above and in addition thereto, the fact that the Agreement was executed on the exact same day the Wife received it with no time to contemplate on the same for any purpose clearly would have this Court pursuant to the substantive law in this State find the Agreement to be suspect.

relieve himself of his obligations to support the Wife, and for the Wife to have a fair equitable distribution and division of assets.

G. The Husband figuratively and literally invented the documents. Wife's lawyer, Joel M. Weissman challenged the alleged financial disclosure. By clear and convincing evidence it has been demonstrated to this Court that the Husband obtained the "forms" from his counsel, William Ryan merely days before the execution of the agreement.

The Husband did not provide those forms in any fashion to the Wife. And, further rejected his own counsel, William Ryan's advice in the requirements (as this Court understands) of the Country of Canada to verify under oath before the Husband's attorney, William Ryan, that the information was, in fact, provided in the form suggested (actually invented) by the Husband. See Exhibit "2", writings from William Ryan to Mr. Armoyan dated February 27, 2008, as well as bate stamped writings A1-433 through A1-461 (Exhibit 2A).

H. To further perpetrate this fraudulent behavior and allegedly demonstrate to this Court that there was a financial disclosure, the Husband (unbeknownst to this Court at the time, as well as to the Wife), provided to this Court on April 1, 2010 the alleged forms that he miraculously found in his father's apartment.

I. Although the Husband was required to provide this alleged financial disclosure at his deposition on February 24, 2010, and then ordered to provide the alleged financial disclosure no later than March 31, 2010, he failed to honor the obligation and order of the Court. He did not provide the same to the Wife and her counsel until March 31, 2010 at 5:45 p.m. for a hearing to be conducted on April 1, 2010.

J. The ploy by the Husband to provide the information at the hearing as opposed to timely, was circumvented not by any act of the Husband, but by the intuitiveness of the Wife's counsel that the documents were a façade. And, that further discovery was required to be undertaken, as well as a request by the Wife through counsel for specific writings by the

Husband based upon what the Wife had suggested to the Court regard attorney client privilege exception known as a crime/fraud.

K. The confluence between the Husband's inventing of the writings; the Wife advising her counsel her concerns regard these writings; her recollection of specific letters between William Ryan and the Husband so that the writings could not have been as the Husband claimed furnished to the Wife at the time of the execution of the agreement at issue, required additional information and testimony before the Court to either substantiate or defeat the Husband's claim of full financial disclosure as stated. Or the Wife's claim that when she viewed the writings at issue on the marital laptop computer, those writings would support the Wife's position of the dishonesty of the writings that were allegedly provided to the Wife in advance of or at the time of the execution of the agreement (at issue).

L. The Husband also misrepresented to the Wife the very nature of the agreement, causing her to believe that the document was simply a trust for her use during the marriage.

25. The testimony of two Canadian lawyers supports the Wife's contention that there was no financial disclosure prior to the execution of the agreement.

The testimony of the Husband's attorney, William Ryan March 9, 2010:

Q. It is a fact that you have not brought today before this Court any financial disclosure that was allegedly give to Brian Church?

A. No, I have not brought that with me.

Q. Okay. Is it in your file?

A. No, it is not.

Q. If your client said to you, can I please have all of the financial disclosure I provided to my wife on March 1<sup>st</sup>, 2008, tell me what your practice would have been.

A. Well, obviously, the first thing is to go to the file and see what was in the file.

Q. Okay.

A. And if there was any information which he had requested, I would turn it over to him.

Q. Okay. Now, are you aware that Mr. Armoyan did not produce his records as to all writings he claimed he provided to my client in advance of the alleged postnuptial agreement to support his claim of a full frank financial disclosure on any level; are you aware of that?

A. Mr. Weissman, I have purposely not read any transcripts of anyone's deposition, so I am not aware of what evidence Mr. Church gave, I'm not aware of what evidence anyone else has given in this proceeding. I thought it was the proper thing to do.

Q. Then the next question would be rhetorical. Then you're not aware that he said "My lawyers have the records"? You're not aware of that?

A. I'm not aware of any record.

Q. You're not aware that when I inquired as to why he didn't produce it to me, he said, "My lawyers have the records"?

A. Sir, I've just indicated I haven't read any depositions, so I'm not aware of any testimony he's given.

Q. If that testimony is accurate, that my lawyers have the records, as you sit her today, you do not have the records in your sparse file at this moment?

A. At this moment, no, I do not.

Additionally, the evidence of Brian Church was:

"That I can state with certainty that these documents were not provided to me prior to the execution of the agreement by Lisa Armoyan. The so called "Statement of Property and Personal Income of Vrege Armoyan" is unsworn. This in itself would have raised a red flag to me if it had been presented to me as Mr. Armoyan's financial disclosure.

"That I have never seen any of the financial statements related to the various corporations that are attached to the document."

"If I had received an extensive package of financial documents, I would have taken time to review it and to consult with an accountant to fully understand the information before giving advice to Ms. Armoyan."

"I can state with certainty that I saw these documents for the first time on October 12, 2010."

26. Beyond any doubt, the Husband never provided the Wife a financial disclosure of any sort or meaning. And, that the information the Husband provided to this Court's predecessor and this Court was nothing more than a compilation of information that was placed on the form of his lawyer, William Ryan (or obtained from some other source) without his lawyer's knowledge or consent to solely perpetrate the fraud as stated.

### **DISQUALIFICATION**

27. As the moment for disclosure of the documents became apparent to the Husband (which documents would provide the factual basis in addition to all other testimony as to the fraud as above stated), the Husband chose another path, the claim of disqualification of Wife's counsel, Joel Weissman so as to further delay and obfuscate the trial on the merits.

This Court's predecessor entered a comprehensive order on the same more particularly attached as Exhibit "3" to this Final Judgment.

28. The Husband appealed the decision. And, due to procedural irregularities the Appellate Court (Fourth District Court of Appeal) reversed and remanded for an additional hearing on the merits.

29. When this Court was to undertake the issue of the disqualification on the merits so as to allow this Court to determine whether this Court's predecessor was accurate in its findings, the Husband abandoned the proceedings in this forum, and sought refuge in the courts of Nova Scotia, Canada.

30. This Court, having viewed the documents provided to its predecessor, and having provided the Husband with an opportunity to be heard regarding same, reincorporates those findings of this Court's predecessor as stated above in Exhibit "3", and reincorporates the Order Denying Respondent/Husband's Verified Motions to Disqualify Petitioner's Counsel and Forensic CPA, DE #330, dated December 15, 2010 as if fully set forth herein.

31. This Court further found based upon the above and during these proceedings, that Petitioner's counsel should not be disqualified, as there was no basis for the same, and there continues to be no basis for the same.

32. The Husband deliberately misled this Court regarding his ability to abide by its order for support of the Wife and children. He stated he could not remove money from Syria,

while he had sufficient funds in Canada to honor the orders, according to sworn testimony of his broker Paul Clarke, provided in October 2011.

33. The accumulation of the acts as stated above are merely a microcosm of the conduct that the Husband has attempted to perpetrate on this Court. And, the Husband continues his onslaught even though he has been enjoined, and orders of this Court and the Fourth District Court of Appeal require otherwise.

### **HAGUE CONVENTION**

34. During these proceedings, the Husband filed an Amended Verified Petition for Return of Minor Children to Canada in the United States District Court Southern District of Florida, Exhibit "4".

35. The Honorable Magistrate Judge William C. Turnoff found that neither the children nor the Wife should be required to be returned to the Country of Canada.<sup>4</sup>

36. The Husband took exceptions to the issue.

37. On August 21, 2012 before the Honorable Justice Douglas C. Campbell, Husband withdrew any claim to parental rights.

38. The United States District Court Southern District of Florida dismissed his Amended Petition for Return of Minor Children to Canada.<sup>5</sup> And, the Southern District Court granted the Wife her ability to request her fees and costs as to same.

39. The purpose of the recitation of the United States District Court's findings and conclusions is another illustration of the Husband's tactics so as to obtain (which he did) from this Court's predecessor stays of issues that were to be adjudicated against the Husband, due to the comity between the Federal Court and the State Court which required abatement pending the resolution of said issues, in part.

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<sup>4</sup> See Report and Recommendation, dated December 23, 2010

<sup>5</sup> See Order Dismissing Case, dated September 28, 2012



**NO CONTRACTUAL BAR REGARD FORUM SELECTION CLAUSE**

40. The Contract between the parties known as the Agreement Dealing with Matrimonial Relationship, Assets and all Matters Related Thereto, is found by this Court to be void abinitio as stated above (and is reincorporated in the decretal paragraphs below). Therefore, this Court is not precluded from addressing the Agreement or lack thereof based upon any prohibition as to a forum selection clause or a forum non conveniens clause as a bar as claimed by the Husband.

**EVIDENCE AT TRIAL**

41. During this trial, the Wife, the Wife's accountant, and the Wife's attorney, Joel M. Weissman testified to the issues more specifically addressed in this Final Judgment.

In addition to the above factual findings (paragraphs 1 – 40) this Court further findings:

- a. The Wife is 40 years old.
- b. The Husband is 50 years old.
- c. There are three (3) children born of this marriage to wit: Jonathan Armoyan born on April 29, 2005, Victoria Armoyan born on September 16, 1996, and Christina Armoyan born on November 7, 1998.

**CHILD SUPPORT**

42. Based upon the needs of the children and the ability of the Husband to pay (as stipulated), child support shall be paid to the Wife in the sum of \$15,000.00 per month (the arrearages of support and said orders as stated in paragraph 14 above are fully incorporated herein).

**SHARED PARENTAL RESPONSIBILITY**

43. The Wife has pled in Petitioner's Verified Second Amended Petition for Dissolution of Marriage as it Pertains to Paragraph 8(A) Through 8(I), dated October 21, 2011, DE #533, the request for sole parental responsibility and /or ultimate decision making authority

as to health, education, and welfare of the minor children, both on a temporary and permanent basis.

44. There has been no change of circumstance substantial or otherwise from the Order on Temporary Relief, as well as Separate Maintenance regard the sole parental responsibility and/or sole decision making authority as to health, education, and welfare of the parties' minor children. Therefore, the request is granted. More specifically detailed in the Court's decretal paragraphs below.

#### **EQUITABLE DISTRIBUTION<sup>6</sup>**

45. The Wife has placed into evidence Exhibit #A of her Forensic Accountant, Robert Zucker's work product.

46. The Court has carefully evaluated the Wife's testimony, and the Wife's Forensic Accountant's testimony on the issues of equitable distribution. The Court, as indicated, has reviewed previous transcripts and conducted hearings. And, has also reviewed the substantive evidence before this Court on the issue of equitable distribution.

47. The Court finds that the parties during their intact marriage accumulated a net worth in excess of \$50 million.

48. The Court finds that all assets including, but not limited to the Husband's interest in entities known as Geovex, ARMOCO, and any subsidiaries or affiliates of the same including, but not limited to, stock interests in either of those entities or entities not disclosed based upon the Husband's failure to file financial information to this Court; partnership interests; and LLC interests are marital through the date of this Final Judgment, and should be equitably distributed when and if the Wife obtains the discovery on said issues.

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<sup>6</sup> Allegedly, the Husband placed \$2 million dollars in "trust" on behalf of the Wife with himself as trustee at some time during their marriage. This Court has addressed the same in the decretal portion of this Final Judgment.

49. As this Court cannot address the value of any of those interests, as discovery has been stymied by the Husband, this Court specifically reserves jurisdiction to address the value of the Husband's interest in Geovex (However, any sale proceeds of Geovex became non-business assets when it was converted to cash or other forms as to investment.), ARMCO, and any subsidiaries or affiliates of the same, stock interests in either of said entities or entities not further discovered (based upon the Husband's failure to file financial information with this Court), partnership interests, and LLC interests should the Wife desire to pursue the valuation of those entities for the purposes of her equitable distribution.

50. However, based upon Exhibit #1 in evidence and excluding the value of the entities in paragraphs 49 above, the Husband does owe to the Wife an equalizing payment in the amount of \$17,827,293.00 dollars (in United States Currency), which this Court requires the Husband to pay within ten (10) days from the date of this Final Judgment.

51. Clearly, based upon the Husband's previous behavior same shall not be accomplished. As such, while the Court specifically reserves jurisdiction of this Final Judgment to enforce every aspect of it for any and all purposes, the Wife be and hereby is entitled to a judgment, which is entered separately from this Final Judgment.

#### ALIMONY

52. The Wife, if she was to receive solely those dollars provided to her in the Agreement Dealing with Matrimonial Relationship, Assets and all Matters Related Thereto (while the Agreement is void as stated), would be entitled based upon the below facts to permanent periodic alimony. However, should the Wife collect her equitable distribution as ordered, she would not have a need for permanent periodic alimony.

53. The enigma that the Court is addressing by this Final Judgment is the uncertainty of the collection of the dollars by the Wife from the Husband as stated in paragraph 51.

As such, the Court cannot address at this time what is anticipated to be honored by the Husband to the Wife. The Court is confronted with the complexities of alimony based upon need. And, if the Wife receives her equitable distribution then her need ceases.

54. To remedy the issue, the Court finds that the Wife pending full payment by the Husband to her in the amount of \$17,827,293.00, and pursuant to Florida Statute 61.08 as amended is entitled to durational alimony (until equitable distribution as ordered in paragraph 50 is paid in full) based upon the following considerations:

- a. Until payment is made the Wife will have a need.
- b. The standard of living established during the marriage.**

The standard of living established during the marriage was substantial. The parties had boats, traveled extensively for vacations. They lived both here in the United States and in Canada. They had millions of dollars at their disposal. They had automobiles both here and in the Country of Canada. Had homes as stated valued in excess of \$3 million in the Country of Canada. And, generally they lived the life of extremely high income earners and very substantial (wealthy) persons.

- c. The duration of the marriage.**

The parties were married for 16 years.

- d. The age and the physical and emotional condition of each party.**

The Wife is 40 years old, is intelligent, and is in good health. This Husband is 50 years old, is intelligent, and is in good health.

- e. The financial resources of each party, including the non-marital and marital assets and liabilities distributed to each.**

The Wife will receive \$17,827,293.00 million minimally. Upon the receipt of the same, the durational alimony will no longer be required. Until she receives the same, the Wife

has a great need, and the Husband has a financial ability to pay the same as stipulated. The Court does not find that there are any non-marital assets for distribution to either party.

**f. The earning capacities, educational levels, vocational skills, and employability of the parties and, when applicable, the time necessary for either party to acquire sufficient education or training to enable such party to find appropriate employment.**

The Wife is a high-school graduate and unemployed. She holds a Bachelor's degree and unemployed while she is attempting to further her education. But, in no event, unless the Wife is paid the dollars that she is entitled to receive through the Court's award of equitable distribution, will she ever be self-sufficient and achieve the same standard of living that she had during the 16 years of the intact marriage.

**g. The contribution of each party to the marriage, including, but not limited to, services rendered in homemaking, child care, education, and career building of the other party.**

The Court finds that both parties equally contributed to all assets acquired during this marriage, as detailed by Wife's forensic accountant Exhibit #1, and assets yet to be discovered by the Wife, so long as they were obtained during the intact marriage through the date of this Final Judgment, and if transmuted to also be considered as marital assets for distribution equally.

The Wife was a stay-at-home mother. The Husband was an entrepreneur. The Wife continues to be responsible for the minor children without any assistance from the Husband for all aspects of their lives.

**h. The responsibilities each party will have with regard to any minor children they have in common.**

The Court has found that the Wife is entitled to sole decision making authority, and the Court reincorporates its findings from the Order Granting Wife's Application for Temporary Relief, DE #743, dated September 5, 2012 as if fully set forth herein.

**i. The tax treatment and consequences to both parties of any alimony award, including the designation of all or a portion of the payment as a non-taxable, non-deductible payment.**

The durational alimony awarded to the Wife shall be non-taxable to the Wife and non-deductible to the Husband.

**j. All sources of income available to either party through investments of any asset held by that party.**

The Husband agreed as to his ability to pay alimony in whatever dollar amount the Court determines. Until the Wife receives her equitable distribution as stated in the amount of \$17,827,293.00, the Wife continues to have a need for this durational alimony.

**k. Any other factor necessary to do equity and justice between the parties.**

Not considered for alimony purposes.

#### **LIFE INSURANCE**

55. Until the Husband pays the Wife the sum of \$17,827,293.00, the Husband shall insure his life with the Wife as irrevocable beneficiary for the sum of \$3.7 million.

This order as to life insurance is binding on the Husband, his heirs, executors, and estate.

#### **ATTORNEY'S FEES**

56. The Court finds that until such time as the Husband pays the Wife her equitable distribution, the Wife has no ability to pay her legal fees and costs. And, based upon the Husband's vexatious and litigious conduct as the Court has addressed in the orders previously as

stated in this Final Judgment the Wife should not have had to incur the attorney's fees and costs as has been previously ordered to be paid by the Husband.

By separate order this Court will enter a Final Judgment for attorney's fees and costs to be paid by the Husband to the Wife's lawyer, Joel M. Weissman, and to the Wife's accountant, Robert Zucker as to accountant fees for their specific individual enforcement against the Husband for all purposes.

### **INJUNCTION REGARD PROCEEDINGS**

57. The Court has previously enjoined the Husband from prosecuting actions arising from the issues before it, in the Country of Canada (temporarily).<sup>7</sup> Nevertheless, the Husband continued and continues to ignore the orders of this Court in prosecuting actions in the Country of Canada.

58. The Court finds that there would be great irreparable harm if the order temporarily enjoining the Husband from prosecuting any action anywhere but before this Court on the issues herein adjudicated were not incorporated as a final order as to the findings in J, K, L, M, N, O and P, except the Federal Court has dismissed the Husband's claims, and decretal paragraph 1. Based upon the findings as stated in the Court's Order Granting Temporary Injunction and Requesting Courts Similarly Situated to Honor Said Order of February 28, 2012 as stated in this paragraph, the same circumstances continue with a greater prejudice to the Wife and the minor children. As well as, the public policy of this State and Country requires this action by the Court.

As such, in the decretal portion of this Final Judgment as stated below, the Husband and all those persons acting on his behalf including his agents, employees, and servants whom take direction from the Husband will be permanently enjoined and restrained from prosecuting any

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<sup>7</sup> See Order Granting Temporary Injunction and Requesting Other Courts Similarly Situated to Honor Said Order, dated 2/28/12, DE #653.

action whatsoever for a dissolution of marriage, attorney's fees, equitable distribution, child support determinations, applications as to custody of the children, as well as any alleged claim of validity or invalidity to the Agreement Dealing with Matrimonial Relationship, Assets and all Matters Related Thereto.

BASED UPON THE FOREGOING, it is thereupon

ORDERED:

A. That the marriage between the parties is irretrievably broken; and thus, it is dissolved.

B. The Court has subject matter and personal jurisdiction of the issues and the parties, as well as the children herein.

C. The Court finds persuasive and hereby adopts the schedules prepared by Wife's Forensic Accountant, Robert Zucker as to child support, alimony, equitable distribution (Exhibit #A), which is attached hereto and made a part hereof.

D. The Wife is awarded sole parental responsibility and custody of the parties' minor children, Jonathan Armoyan, Victoria Armoyan, and Christina Armoyan for all aspects of their lives until each child reaches age 18 years, dies, or becomes emancipated, including, but not limited to, education, health and welfare in the broadest terms until further order of this Court.

The Father/Husband may petition this Court to modify this limitation of his parental responsibilities any time. The Court will expedite the same, provided the Father appears personally at the time of filing before this Court to address the Court for such relief.

The Father may chose counsel to represent him, but the issue shall not be heard or addressed other than by the Husband's personal appearance before this Court including, but not limited to, any pleading filed by the Husband to modify this Final Judgment (unless the Court modifies the same sue sponte) in advance of such petition and/or motion.



E. Since the Order Granting Wife's Application for Separate Maintenance, dated 8/11/11, DE #466, as well as, Order Granting Wife's Application for Temporary Relief, dated 9/5/12, DE #743, the circumstances of the Wife and children have not been modified. They continue to have a need. Based upon the Husband's failure to pay the same as to separate maintenance and temporary support, this Court has entered numerous orders for enforcement including, but not limited to, Writs of Bodily Attachment, Amended Writ of Ne Exeat, Civil Contempt Orders, Commitments on the Civil Contempt, and Indirect Criminal Contempt orders.

F. Currently, it is without issue that the Wife and children's needs remain as the Court has previously found at the hearing on separate maintenance dated August 11, 2011, and the hearing on temporary relief dated September 5, 2012.

G. Child support outstanding is currently \$441,105.00. The Husband is required to pay that sum forthwith. This Court directs the State of Florida through its support enforcement and disbursement unit, and all other agencies (State Attorney's Office, Department of Revenue, and the like) to forthwith use whatever resources are available to said agencies to collect this sum on behalf of the Wife for her children.

H. The Husband is required and enjoined to continue effective November 1, 2012 and continuing thereafter each and every month until further order of the Court, the Husband is required to pay as and for child support the sum of \$15,000.00 per month to be paid on the first day of each month effective as of November 1, 2012. Payable to and mailed to State of Florida Disbursement Unit, P.O. Box 8500 Tallahassee, Florida 32314-8500. Each payment shall include the Obligor's NAME, SOCIAL SECURITY NUMBER, and the CASE NUMBER specified above.

I. The child support as stated in paragraph 42 supra shall not be less if one or any of the children reaches the age of 18, dies, or becomes emancipated. It shall remain the same until the youngest child reaches age, 18, dies, or becomes emancipated. This Court finds

that the Husband's stipulation for the ability to pay support, and the children's needs will remain as ordered whether there is one (1) minor child or three (3) minor children.

J. The Husband be and hereby is ordered to pay health insurance on behalf of the Wife and the children according to its tenor as it becomes due until further order of the Court or until his child support is no longer required as stated in paragraphs 42 and I supra. His failure to pay health insurance as stated, or if the health insurance does not cover said expense on behalf of the Wife and children, the Wife shall provide the invoice to the Husband at the following address by U.S. mail: 6009 Quinpool Rd., 10<sup>th</sup> Floor, Halifax, Nova Scotia, Canada, B3K5J7. The Husband shall have ten (10) days in which to pay the invoice or reimburse the Wife, whichever the writing may indicate for the reasonable and necessary medical, dental, orthodontia, or drug prescription expenses for the Wife and/or the children until further order of the Court. All of which are non-taxable to the Wife and non-deductible to the Husband.

K. In addition to the foregoing, the Husband is enjoined and required to pay all reasonable and necessary medical, dental, orthodontia, and drug prescriptions for the children not covered by health insurance (nunc pro tunc to October 20, 2009) as and for additional child support until further order of the Court or until his child support is no longer required as stated in paragraphs 42 and I supra. If there are any outstanding amounts through November 1, 2012 not otherwise addressed in previous orders of this Court, the Wife shall file an affidavit as to said amounts. Unless the Husband personally appears before this Court on a uniform motion calendar within ten (10) days from the affidavit to object (if any), said amounts will be determined to be valid and an order will issue requiring payment.

L. Private school tuition in full on behalf of JA at Blyth Academy<sup>8</sup> located at 146 Yorkville Avenue, Toronto, Ontario, M5R1C2 until JA is age 18, dies, or becomes emancipated, whichever event shall first occur. In addition to the tuition, all books, fees,

uniforms, room and board at said institute as they become due. And to pay travel expenses to and from school to the Toronto Pearson International Airport, and an airline ticket round trip from Toronto Pearson International Airport to Ft. Lauderdale Hollywood International Airport for the following holiday periods and other school breaks:

- i. Summer vacation;
- ii. Winter vacation and Winter break if they are separate;
- iii. Thanksgiving;
- iv. Child's birthday;
- v. Mother's birthday;
- vi. Any extended weekends (meaning any day other than summer breaks when school is not in session) both Canadian and American; and
- vii. Any such other periods of time when there is no school i.e. teacher conference days and reading week in not included above.

M. As and for equitable distribution, the Husband shall pay to the Wife the sum of \$17,827,293.00 within ten (10) days from the date of this Final Judgment.

N. The Husband shall pay durational alimony to the Wife in the amount of \$14,612.00 per month non-taxable to Wife and non-deductible to the Husband, which shall be due on 1st day of each month, commencing on November 1, 2012, and shall be paid until such time as the Husband has completely paid the \$17,827,293.00 equitable distribution awarded to the Wife as stated in paragraph M supra.

O. Alimony outstanding is currently \$261,962.00. The Husband is required to pay that sum forthwith. This Court directs the State of Florida through its support enforcement and disbursement unit, and all other agencies (State Attorney's Office, Department

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<sup>8</sup> Or a school similar but not greater in expense at the Mother's sole discretion.

of Revenue, and the like) to forthwith use whatever resources are available to said agencies to collect this sum on behalf of the Wife for her children.

P. The Husband shall be responsible for all of the Wife's attorney's fees and costs in the amount of \$1,201,217.47,<sup>9</sup> and the forensic accounting fees and costs in the amounts of \$273,375.00. Said sums shall be paid within ten (10) days of the entry of this Final Judgment. Separate findings as to amounts are entered separately (so as to allow for an executable judgment). But, are incorporated herein.

Q. So as to address collection efforts, in part, this Court respectfully requests all financial institutions so situated in this Country or elsewhere, but in particularly the Country of Canada, as it pertains to an alleged trust created by the Husband, (as well as, any other account the Husband has the ability to direct how said assets in that account are maintained or disposed of) Vrege Armoyan styled Lisa Armoyan Trust, National Bank Financial account numbers 11WT04-E and 11WT04F in which certain dollars existed and may exist on behalf of the Wife (or any other account that the Husband has the ability to direct how said assets in that account are maintained or disposed of) to have those sums paid to Joel M. Weissman, P.A. Trust Account, via wire transfer at the following location:

Bank: Bank of America, N.A.  
ABA#: 026009593  
Acct. No.: 001612143292  
Acct. Name: Joel M. Weissman, P.A. Trust Account  
Bank Swift Code: BOFAUS3N  
Address Needed for International:  
Bank of America, N.A.  
625 N. Flagler Drive  
West Palm Beach, FL 33401

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<sup>9</sup> These sums include all attorney's fees and costs through October 26, and are inclusive of the orders in paragraph 14 *supra*. Hourly rate of Joel M. Weissman and other lawyers involved, and costs are addressed in the Fees and Costs Recap. Details are addressed in invoices previously admitted into evidence for 11/1/09 to 7/31/12 and invoices admitted into evidence at trial for 8/1/12 to 10/24/12 as Exhibit # **OD** *μ*

The Husband is enjoined and required to sign all writings whatsoever authorizing said transfer(s) forthwith. However, this Final Judgment (and a copy of the Final Judgment shall act as the original) shall be sufficient for the Husband's signature for any financial institution however situated as stated to effectuate said transfer(s) forthwith. Upon any proceeds being received by Joel M. Weissman, P.A. through its trust account on this issue, Joel M. Weissman, P.A. shall satisfy the outstanding attorney's fee and cost judgment in that amount as received.

R. This Court finds that the Husband's claim that there was a valid and binding contract styled Agreement Dealing with Matrimonial Relationship, Assets and all Matters Related Thereto between the parties entered on March 1, 2008 is denied based upon fraud in the formation of the agreement and fraud upon this Court, as well as above findings and conclusions as stated.

S. All findings stated in this Final Judgment are re-incorporated and restated as if fully set forth herein in this decretal portion of this Final Judgment.

T. Orders previously entered by this Court as stated in paragraph 14 of this Final Judgment are hereby reincorporated and restated as if fully set forth herein are to be complied with unless the Final Judgment by its terms modify same. The arrearages of child support and alimony through October 31, 2012 are stated in paragraphs G and O supra from said orders.

U. This Court expressly reserves jurisdiction to enforce all terms and conditions of this Final Judgment and the orders in paragraph 14 for the purpose of enforcement and implementation of the same, and to enter such further orders as it deems necessary and just. Particularly, to address further equitable distribution when it can be addressed as to the value and discovery of assets stated in paragraphs 49 supra so that the Wife receives her equal (50%) share and value of those entities and the unknown entities should there be unknown entities. This

includes, but not so as to limit orders for discovery of individuals or corporate entities who may have knowledge of the extent, nature and/or location of the Husband's assets, including those transferred by him after the commencement of this proceeding.

### PERMANENT INJUNCTION

59. Based upon the Court's findings and conclusions previously stated above, the Husband and all those persons acting on his behalf including his agents, employees, and servants whom take direction from the Husband are permanently enjoined and restrained from prosecuting any action whatsoever for a dissolution of marriage, attorney's fees, equitable distribution, alimony, child support determinations, applications as to custody of the children, as well as any alleged claim of validity or invalidity to the Agreement Dealing with Matrimonial Relationship, Assets and all Matters Related Thereto elsewhere but before this Court.

### ARMCO

60. The issues regarding ARMCO's claim as intervenor before this Court are specifically reserved and are not adjudicated by this Final Judgment in any fashion.

### COMITY

61. It is patently obvious to this Court that unless the appellate courts in Canada enforce this Final Judgment, or this Court's brethren in Canada, (Justice Douglas C. Campbell) modifies his position as to this Court's jurisdiction and orders, this Final Judgment and the previous orders of the Court incorporated in this Final Judgment except as modified may remain outstanding, and as such, the Wife nor the children may never achieve the ability to have the dollars that are rightfully hers and the children's as so ordered.

62. This Court may only request that the justice system in Canada ( and in particular, Nova Scotia) appreciate the consequences of the failure to enforce this Final Judgment in its entirety as to the Husband both as to support and equitable distribution, as well as legal fees and costs.

Said consequences are painfully and patently obvious, particularly in this instance, where a litigant (the Husband) was and is required by court order to comply with that court's order; where the litigant (the Husband) personally appeared before the court; requested relief from the court; and only when the litigant's (the Husband's) relief has been denied or stymied has the litigant (the Husband) then abandoned the Court's orders and the Court's jurisdiction in which the litigant (the Husband) sought assistance; traversed to another court in another country although enjoined from that process, seeking a more favorable result.

For the Husband to be rewarded by such conduct; and particularly in this instance where the Wife and children are economically disadvantaged; as opposed to honoring the orders of this Court with full and complete comity; where, specifically subject matter and personal jurisdiction has been adjudicated; and every opportunity for fairness and due process has been permitted, is a sad moment and not only results in an injustice, it transmutes in a complete failure of the judicial system to obtain assistance from another's judicial system which system is based upon the same common law principles so fundamental to each of the country's citizens.

63. This Court respectfully requests the Canadian Court's system to review this Final Judgment and the findings contained in this Court's previous orders, and honor the same so as to permit Lisa Armoyan and her children to obtain the quintessence of fairness that is required by courts of all countries and to enforce this Court's order forthwith.

**DONE AND ORDERED** at Delray Beach, Palm Beach County, Florida this \_\_\_\_ day of October 2012.

**JAMES MARTZ**

**SIGNED & DATED**

**OCT 26 2012**

**CIRCUIT COURT JUDGE**

Armoyan v. Armoyan

Case No. 502009DR012086XXXXSB FZ

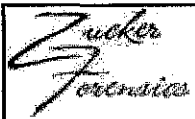
Final Judgment of Dissolution of Marriage

**JUDGE JAMES L. MARTZ**

Copies Furnished To:

Joel M. Weissman, Esq., 515 N. Flagler Drive, Suite 1100, West Palm Beach, FL 33401

Vrege Armoyan, 6009 Quinpool Rd., 10<sup>th</sup> Floor, Halifax, Nova Scotia, Canada, B3K5J

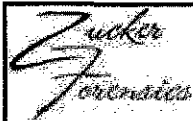


**Armoyan v. Armoyan  
Marital Estate & Proposed Plan Of Equitable Distribution**

ALL VALUES ARE IN CANADIAN CURRENCY UNLESS NOTED	Valuation			Record Title			Proposed Distribution			Page Reference
	Title	Notes	Date	Husband	Wife	Total	Husband	Wife	Total	
<b>ASSETS</b>										
<b>Cash in Banks:</b>										
Byblos (Beirut, Lebanon)	H	E	01/14/11	\$ 23,000,000	\$ -	\$ 23,000,000	\$ 23,000,000	\$ -	\$ 23,000,000	2-3
Audi Bank (Tartous, Syria)	H	E	01/14/11	10,000	-	10,000	10,000	-	10,000	2-2 to 2-3
TD Bank	H		01/14/11	100,000	-	100,000	100,000	-	100,000	2-3
National Bank, Halifax (#2H) [CAD & USD]	H		01/14/11	5,500,000	-	5,500,000	5,500,000	-	5,500,000	2-4
Lisa Armoyan Trust (Husband is TTEE)	W		01/14/11	-	1,000,000	1,000,000	1,000,000	-	1,000,000	2-5
Other Accounts	H	A		Unknown	-	Unknown	Unknown	-	Unknown	
<b>Total Cash in Banks</b>				<b>28,610,000</b>	<b>1,000,000</b>	<b>29,610,000</b>	<b>29,610,000</b>	<b>-</b>	<b>29,610,000</b>	
<b>Marketable Securities:</b>										
Other Accounts	H	A		Unknown	-	Unknown	Unknown	-	Unknown	
<b>Total Marketable Securities</b>				<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Retirement Plans:</b>										
National Bank (RRSP Account)	H		01/14/11	2,700,000	-	2,700,000	2,700,000	-	2,700,000	2-4
National Bank (RRSP Account)	W	B		-	280,415	280,415	-	280,415	280,415	2-6
Other Accounts	H	A		Unknown	-	Unknown	Unknown	-	Unknown	
<b>Total Retirement Plans</b>				<b>2,700,000</b>	<b>280,415</b>	<b>2,980,415</b>	<b>2,700,000</b>	<b>280,415</b>	<b>2,980,415</b>	
<b>Life Insurance Policies:</b>										
Other Accounts	H	A		Unknown	-	Unknown	Unknown	-	Unknown	
<b>Total Life Insurance Policies</b>				<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Marital Home (Net):</b>										
855 Marlborough Woods, Halifax, Nova Scotia	H	C	01/14/11	3,000,000	-	3,000,000	3,000,000	-	3,000,000	2-7
Estimated Mortgage	W	D	01/14/11	-	(875,000)	-	(875,000)	-	(875,000)	2-8
Other Homes	H	A		Unknown	-	Unknown	Unknown	-	Unknown	
<b>Marital Home (Net)</b>				<b>3,000,000</b>	<b>(875,000)</b>	<b>3,000,000</b>	<b>2,125,000</b>	<b>-</b>	<b>2,125,000</b>	

Exhibit A





**Armoyan v. Armoyan**  
**Marital Estate & Proposed Plan Of Equitable Distribution**

**Endnotes:**

- (A) Per the Court's decision on January 14, 2011, ". . . the husband has a net worth of perhaps something in the order of fifty million dollars or less." In addition the husband submitted a Statement of Property and Personal Income dated February 27, 2008 indicating an approximate net worth of 42.6 million dollars.
- (B) The Wife liquidated her retirement account, which had a balance of \$428,473 as of March 3, 2010. She recognized \$280,415 after Canadian taxes were paid. The account balance was \$1,311 as of December 31, 2010.
- (C) The Wife claims there is a fraudulent conveyance of the house to Husband's Mother for \$3,000,000.
- (D) "The property is subject to a mortgage in the high eight hundred thousand dollar range", per Husband's testimony on January 14, 2011.
- (E) The Husband received approximately \$85,000, per his testimony on January 14, 2011, for his preferred shares in Geovex Investments, Ltd. It is presumed those proceeds are included in the funds deposited into the Middle Eastern financial institutions.
- (F) Geovex Investments, Ltd. owed the parties' three (3) children an aggregate total of \$4,365,929 as of January 31, 2009.

*Page  
Reference*

2-16

2-6

2-8

2-9 to 2-10

2-14 to 2-15

**Date of Marriage: 10/10/93**

**Date of Petition: 10/20/09**

**Three Children:**

J. A. age 17

V. A. age 16

C. A. age 13



**Armoyan v. Armoyan  
Marital Estate & Proposed Plan Of Equitable Distribution**

<div style="border: 1px solid black; padding: 5px; font-size: small;">           ALL VALUES ARE IN CANADIAN CURRENCY UNLESS NOTED         </div>	Valuation			Record Title			Proposed Distribution			Page Reference
	Title	Notes	Date	Husband	Wife	Total	Husband	Wife	Total	
<b>Business Interests:</b>										
Geovex Preferred Shares (sold)	H	E	01/14/11	TBD	-	TBD	TBD	-	TBD	2-9 to 2-10
Geovex Common Shares	H	A		TBD	-	TBD	TBD	-	TBD	
Armco Capital Common Shares	H	A		TBD	-	TBD	TBD	-	TBD	
Killam Finch Comm. Business Park (aka K. F. C. B. P.)	H		01/14/11	500,000	-	500,000	500,000	-	500,000	2-11 to 2-12
Other Business Interests	H	A		Unknown	-	Unknown	Unknown	-	Unknown	
<b>Total Business Interests</b>				<b>500,000</b>	<b>-</b>	<b>500,000</b>	<b>500,000</b>	<b>-</b>	<b>500,000</b>	
<b>Tangible Personal Property:</b>										
Yacht ("Arma")	H		01/14/11	1,000,000	-	1,000,000	1,000,000	-	1,000,000	2-13
Other Personal Property	H	A		Unknown	-	Unknown	Unknown	-	Unknown	
<b>Total Tangible Personal Property</b>				<b>1,000,000</b>	<b>-</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>-</b>	<b>1,000,000</b>	
<b>Vehicles:</b>										
Any vehicles	H	A		Unknown	-	Unknown	Unknown	-	Unknown	
<b>Total Vehicles</b>				<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Other Assets:</b>										
Children's Assets Controlled by Husband	H	A		Unknown	-	Unknown	Unknown	-	Unknown	2-14 to 2-15
<b>Total Other Assets</b>				<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>LIABILITIES</b>										
Credit Cards				Unknown	-	Unknown	Unknown	-	Unknown	
Other Liabilities	H	A		Unknown	-	Unknown	Unknown	-	Unknown	
<b>Total Liabilities</b>				<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>TOTAL ASSETS</b>				<b>\$ 35,810,000</b>	<b>\$ 405,415</b>	<b>\$ 37,090,415</b>	<b>\$ 35,935,000</b>	<b>\$ 280,415</b>	<b>\$ 36,215,415</b>	
<b>TOTAL LIABILITIES</b>				<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>NET MARITAL ESTATE</b>		<b>A</b>		<b>\$ 35,810,000</b>	<b>\$ 405,415</b>	<b>\$ 37,090,415</b>	<b>35,935,000</b>	<b>280,415</b>	<b>36,215,415</b>	
<b>Due To Wife From Husband</b>							<b>(17,827,293)</b>	<b>17,827,293</b>		
<b>Total After Distribution</b>							<b>\$ 18,107,708</b>	<b>\$ 18,107,708</b>	<b>\$ 36,215,415</b>	