

EXECUTIVE SUMMARY

To: Alan S. Johnson, Executive Director
From: Mark E. Bannon, Investigator
Re: C12-015 – Robert Margolis, Mayor, Village of Wellington

- **Background**

On July 22, 2012, Victoria McCullough gave a \$4000 donation to Respondent for his legal defense fund regarding a voter recount in the Village of Wellington (the Village) mayoral race. According to state law, a donation to such a legal defense fund is not a political contribution. At the time of the gift, Respondent had been sworn in as Village Mayor, and Respondent was the principal of several registered lobbyists who lobby the Village.

- **Investigation**

During the investigation it was discovered that the original donation to Respondent from McCullough was attempted to be made in March, 2012. A donation check for \$4000 was sent at that time by McCullough to Respondent's representative via U.S. Mail to help cover the legal expenses of the election recount. This initial mailing occurred prior to Respondent taking office on April 9, 2012, and prior to McCullough becoming the principal of lobbyists in late June, 2012. The original donation was apparently lost in the mail. McCullough was later re-contacted by a member of Respondent's election staff and advised they had never received her pledged donation to assist with these legal fees. The subsequent replacement donation was tendered on July 22, 2012, and given personally from McCullough to Respondent's wife, Linda Margolis.

Under PBC Code of Ethics Section 2-444(a)(1), *Gift Law*, it is prohibited for any member of a local governing body, mayor, chief executive, or employee of the county or any municipality within the county, to accept any gift valued at more than \$100 from any lobbyist, principal or employer of any lobbyist who lobbies the official or employees government.

Since the gift of \$4000 was ultimately given to Respondent by McCullough after she had become the principal of lobbyists who were registered to lobby the Village, and after Respondent was sworn in as Village Mayor, this donation of \$4000 constituted a prohibited gift accepted in violation of §2-444(1)(a).

UPDATED EXECUTIVE SUMMARY

To: Megan C. Rogers, Interim Executive Director
From: Mark E. Bannon, Investigator
Re: C12-015 – Robert Margolis, Mayor, Village of Wellington

- **Background**

On July 22, 2012, Victoria McCullough gave a \$4000 donation to Respondent for his legal defense fund regarding a voter recount in the Village of Wellington (the Village) mayoral race. According to state law, a donation to such a legal defense fund is not a political contribution. At the time of the gift, Respondent had been sworn in as Village Mayor, and Respondent was the principal of several registered lobbyists who lobby the Village.

- **Investigation**

During the investigation it was discovered that the original donation to Respondent from McCullough was attempted to be made in March, 2012. A donation check for \$4000 was sent at that time by McCullough to Respondent's representative via U.S. Mail to help cover the legal expenses of the election recount. This initial mailing occurred prior to Respondent taking office on April 9, 2012, and prior to McCullough becoming the principal of lobbyists in late June, 2012. The original donation was apparently lost in the mail. McCullough was later re-contacted by a member of Respondent's election staff and advised they had never received her pledged donation to assist with these legal fees. The subsequent replacement donation was tendered on July 22, 2012, and given personally from McCullough to Respondent's wife, Linda Margolis.

Respondent provided the following documents as evidence that only one \$4,000 donation to the legal defense fund had been received.

- Copy of a document entitled "Margolis Legal Defense Fund Ledger," listing all contributions to and expenditures from the legal defense account starting on May 17, 2012, when Respondent made a \$100 deposit to open this account, to December 31, 2012, where the ledger showed an expenditure of \$8.00 to the First National Bank of South Miami, where the account was located. (1 page)
(In all, the ledger listed fourteen (14) entries. Eight (8) of these entries were deposits, including the \$4,000 donation of Victoria McCullough dated July 22, 2012. Two (2) of these entries were expenditures to Mark Heller's law firm – Messer Caparello & Self, P.A., a \$7,500 expenditure on September 7, 2012, and a \$1,250 expenditure on November 19, 2012. The final four (4) entries on the ledger were for eight dollars each to the First National Bank of South Miami, and appear to be banking fees.)
- Copies of information from the First National Bank of South Miami listing deposits and expenditures from this account as stated on the Ledger, along with photocopies of the actual checks deposited and written as expenditures on this account. (15 pages)
- A copy of a sworn and notarized affidavit dated January 18, 2013, from Pamela Wendt, Custodian of Records for First National Bank of South Miami, stating, "Here are all the statements, checks, and deposits that have been done on this account since it opened." With this affidavit were copies of the all deposits and expenditures from this account. (18 pages)
(It should be noted that the deposits and expenditures listed by the bank correspond with the information provided to COE staff by counsel for Respondent on January 17, 2013.)
- Copy of sworn affidavit from Josh Margolis (Trustee of Legal Defense Fund), stating that the ledger submitted represents all funds received by him, and that all funds received were deposited into the Margolis Legal Defense Fund account. (2 pages)

Under PBC Code of Ethics Section 2-444(a)(1), *Gift Law*, it is prohibited for any member of a local governing body, mayor, chief executive, or employee of the county or any municipality within the county, to accept any gift valued at more than \$100 from any lobbyist, principal or employer of any lobbyist who lobbies the official or employees government.

Since the gift of \$4000 was ultimately given to Respondent by McCullough after she had become the principal of lobbyists who were registered to lobby the Village, and after Respondent was sworn in as Village Mayor, this donation of \$4000 constituted a prohibited gift accepted in violation of §2-444(1)(a).



PALM BEACH COUNTY COMMISSION ON ETHICS

2633 Vista Parkway, West Palm Beach, Florida 33411

Hotline: 877-766-5920 or 561-233-0724

COMPLAINT FORM

1. Complainant (Person bringing Complaint) *Add pages, if necessary.*

Name: Alan S. Johnson, Executive Director, Commission on Ethics

Address: 2633 Vista Parkway

City: West Palm Beach

Zip: 33411

Telephone #: 561-233-0724

2. Respondent (Person against whom complaint is made) *Add pages, if necessary.*

Name: Robert Margolis

Address: 657 Juniper Place

City: Wellington

Zip: 33414

Home #:

Work #:

Cell #:

Title/Office Held or Sought: Mayor

3. IF KNOWN, CHECK THE BOX OR BOXES THAT APPLY

Allegation is against person in

☒ Government

Allegation is about County:

☐ Whistleblower Retaliation

4. STATEMENT OF FACTS AND SUPPORTING DOCUMENTATION ATTACHED

5. OATH and NOTARY

STATE OF FLORIDA

COUNTY OF PALM BEACH

Personally known to me and appeared before me, Alan S. Johnson whose signature appears below, being duly sworn, says that the allegations set forth in this complaint are based upon facts which have been sworn to as true by a material witness or witnesses and which if true would constitute the offenses alleged and that this complaint is instituted in good faith. Signed and sworn to on this 19th day of November, 2012.



MARK E. BANNON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE159006
Expires 1/11/2016

Alan S. Johnson

(Signature of Notary Public, State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

PBC Gift Form**YEARLY GIFT DISCLOSURE
(GIFTS OVER \$100)**

LAST NAME -- FIRST NAME -- MIDDLE NAME <u>Margolis, Robert Saul</u>		NAME OF AGENCY <u>Village of Wellington</u>	
MAILING ADDRESS <u>657 Juniper Pl</u>		DEPARTMENT	OFFICE OR POSITION HELD <u>Mayor</u>
CITY <u>Wellington</u>	ZIP <u>33414</u>	FOR YEAR <u>2012</u>	

PART A — STATEMENT OF GIFTS

Please list below each gift, the value of which you believe to exceed \$100, accepted by you during the calendar year (October 1-September 30) for which this statement is being filed. You are required to describe the gift and state the monetary value of the gift, the name and address of the person making the gift, and the date(s) the gift was received. If any of these facts, other than the gift description, are unknown or not applicable, you should so state on the form. As explained more fully in the instructions on page 2 of the form, you are not required to disclose gifts from relatives or certain other gifts. You are not required to file this statement for any calendar year during which you did not receive a reportable gift.

DATE RECEIVED	DESCRIPTION OF GIFT	MONETARY VALUE	NAME OF PERSON MAKING THE GIFT	ADDRESS OF PERSON MAKING THE GIFT
5/19/12	check towards legal defense fund election recount	\$ 2500	Neil Hirsch	13410 South Shore Blvd Wellington FL 33414
7/22/12	check towards legal defense fund election recount	* 4000	Victoria McCullough	1365 Santa Barbara Dr Wellington, FL 33414
7/27/12	check towards legal defense fund election recount	* 500	Wellington Land Development	3020 Fairlane Farm Rd Wellington, FL 33414
8/17/12	check towards legal defense fund election recount	* 500	Herb Hoffman	4645-G Southern Blvd W. Palm Bch, FL 33415

☒ CHECK HERE IF CONTINUED ON SEPARATE SHEET

PART B — RECEIPT PROVIDED BY PERSON MAKING THE GIFT

If any receipt for a gift listed above was provided to you by the person making the gift, you are required to attach a copy of that receipt to this form. You may attach an explanation of any differences between the information disclosed on this form and the information on the receipt.

☒ CHECK HERE IF A RECEIPT IS ATTACHED TO THIS FORM

PART C — OATH

I, the person whose name appears at the beginning of this form, do depose on oath or affirmation and say that the information disclosed herein and on any attachments made by me constitutes a true accurate and total listing of all gifts required to be reported by Article XII, Sec. 2-444 of the Palm Beach

County Code of Ethics.

Robert Margolis
SIGNATURE OF REPORTING OFFICIAL

RECEIVED

OCT - 1 2012

Commission on Ethics
by: [Signature]

PART D — FILING INSTRUCTIONS

This form, when duly signed, must be filed with the Commission on Ethics, 2633 Vista Parkway, West Palm Beach, Florida 33411. The form must be filed no later than the first day of November for the previous reporting year.



5750 Sunset Drive ▲ South Miami, FL 33143
7887 North Kendall Drive ▲ Miami, FL 33156
305.667.5511 ▲ www.fnbsm.com

*****AUTO**MIXED AADC 076
4948 0.4670 MB 0.404 19 40 3
BOB MARGOLIS LEGAL EXPENSE FUND TRUST
JOSHUA DAVID MARGOLIS TRUSTEE
657 JUNIPER PL
WELLINGTON FL 33414

Date 5/31/12 Page 1 of 1
Account Number [REDACTED]
Enclosures



REGULAR CHECKING		Number of Enclosures	0
Account Number	[REDACTED]	Statement Dates	5/17/12 thru 5/31/12
Previous Balance	.00	Days in the statement period	15
2 Deposits/Credits	2,600.00	Average Ledger	1,933
Checks/debits	.00	Average Collected	566
Service Charge	.00		
Interest Paid	.00		
Ending Balance	2,600.00		

Activity in Date Order			
Date	Description	Amount	Balance
5/17	DEPOSIT	100.00	100.00
* 5/21	DEPOSIT	2,500.00	2,600.00

WITH MERCHANT CAPTURE YOU CAN MAKE CHECK DEPOSITS WITHOUT HAVING TO PHYSICALLY
TRANSPORT THE DEPOSITS TO THE BANK. ENJOY MORE CONTROL OVER THE ITEMS
PROCESSED. CONTACT US FOR MORE INFORMATION AT 305.667.5511.

Neil Hirsch



*****AUTO**MIXED AADC 076
5074 0.4670 MB 0.404 19 40 4
BOB MARGOLIS LEGAL EXPENSE FUND TRUST
JOSHUA DAVID MARGOLIS TRUSTEE
657 JUNIPER PL
WELLINGTON FL 33414

Date 8/31/12 Page 1 of 1
Account Number [REDACTED]
Enclosures



REGULAR CHECKING		Number of Enclosures	0
Account Number	[REDACTED]	Statement Dates	8/01/12 thru 8/31/12
Previous Balance	2,600.00	Days in the statement period	31
2 Deposits/Credits	5,000.00	Average Ledger	5,551
Checks/Debits	.00	Average Collected	5,390
Service Charge	.00		
Interest Paid	.00		
Ending Balance	7,600.00		

Activity in Date Order		Amount	Balance
Date	Description		
* 8/13	DEPOSIT	4,500.00	7,100.00
** 8/20	DEPOSIT	500.00	7,600.00

WITH MERCHANT CAPTURE YOU CAN MAKE CHECK DEPOSITS WITHOUT HAVING TO PHYSICALLY TRANSPORT THE DEPOSITS TO THE BANK. ENJOY MORE CONTROL OVER THE ITEMS PROCESSED. CONTACT US FOR MORE INFORMATION AT 305.667.5511.

* Victoria McCullough
Wellington Land Development

** Herb Hoffman



VICTORIA D. McCULLOUGH
1365 SANTA BARBARA DRIVE
WELLINGTON, FL 33414-7220



UBS Financial Services Inc.

2401

25-80/440

PAY TO THE
ORDER OF

July 22 2012
Bob Margolis Legal Defense Fund
Four Thousand
\$ 4,000.00

DOLLARS



Security
Features
Details on
Back

Resource Management Account®

800-762-0000

UMB Bank, N.A.
Kansas City, MO 64106

ABCDEFGHIJKLMNOPQRST UVWXYZ

MEMO

Victoria D. McCullough



WELLINGTON LAND DEVELOPMENT LLC

3020 FAIRLANE FARM RD STE 4
WELLINGTON, FL 33414
(561) 333-9199

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com
63-8413-2670

2792

7/27/2012

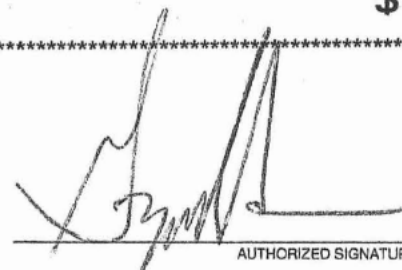
PAY TO THE ORDER OF **Bob Margolis Legal Defense Fund**

\$**500.00

Five Hundred and 00/100*****

DOLLARS

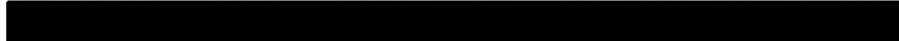
Bob Margolis Legal Defense Fund



AUTHORIZED SIGNATURE

MEMO

Security features. Details on back.



RECEIVED
OCT - 1 2012
Commission on Ethics
by: _____

PALM BEACH COUNTY COMMISSION ON ETHICS
MEMORANDUM OF INQUIRY

To: Alan Johnson, Executive Director
From: Mark E. Bannon, Investigator
Re: AN 12-018 – Robert Margolis, Mayor, Village of Wellington

- **Background**

On October 19, 2012, the Commission on Ethics (COE) staff received copies of two (2) State of Florida Quarterly Gift Disclosures (Form 9) filed by Respondent, Mayor of the Village of Wellington. Listed on these gift disclosure forms were four separate entries indicating that Respondent had received funds for his legal defense fund concerning a re-count for his election as Mayor.

The relevant entries on these gift disclosure forms are as follows:

Form #1

Date Received	Description of Gift	Monetary Value	Name of Person Making Gift	Address of Person Making Gift
5/17/12	Check towards legal defense fund election recount	\$2500	Neil Hirsch	13410 South Shore Blvd. Wellington, FL 33414

Form #2

Date Received	Description of Gift	Monetary Value	Name of Person Making Gift	Address of Person Making Gift
7/22/12	Check towards legal defense fund election recount	\$4000	Victoria McCullough	1365 Santa Barbara Dr., Wellington, FL 33414
7/22/12	Check towards legal defense fund election recount	\$500	Wellington Land Development	3020 Fairlane Farms Rd., Wellington, FL 33414
7/22/12	Check towards legal defense fund election recount	\$500	Herb Hoffman	4645-G Southern Blvd., W. Palm Bch., FL 33415
9/4/12	tickets temple (2)	\$300 each	Rabbi Pinski	900 Big Blue Tr., Wellington, FL 33414

- **Inquiry**

COE Staff Attorney Megan Rogers was assigned by Executive Director Alan Johnson to research whether such funds were considered to be “gifts” under §2-444, *Gift Law* of the Palm Beach County Code of Ethics. Political contributions are specifically excepted from the definition of “gift” under Code Section 2-444(g)(1)(a). Staff Attorney Rogers located an advisory opinion from the Florida Commission on Ethics advising that funds donated to a legal defense fund are considered to be gifts, and as such are either reportable or prohibited under state law depending on the donor.¹ She also located an advisory opinion from the Florida Division of Elections advising that

¹ CEO 98-8, April 16, 1998, “A legal defense fund may be established to assist a state legislator with payment of legal expenses, but contributions to the fund would be considered “gifts” for the purposes of Section 112.3148, Florida Statutes.”

funds collected for the purpose of defending a recall petition are not considered to be campaign Funds, and thus are not subject to required accounting procedures under Chapter 106 (Campaign Financing Act), Florida Statutes.²

These opinions support Respondents filing of a gift disclosure form after accepting funds for his legal defense of a re-count petition in his election as Mayor. After determining that these funds are considered to be gifts that are not excepted under Code Section 2-444(g)(1)(a), a routine check of the county vendor and lobbyist databases was made to make sure that none of the contributors were listed as either a vendor of Wellington, or a lobbyist, principal of a lobbyist, or employer of a lobbyist who lobbies Wellington. This was done because the amount of each gift listed on these forms was in excess of the \$100 gift limit imposed on gifts provided by vendors, lobbyists, or principals or employers of a lobbyist, as established in §2-444(a)(1) and (2). A gift of any amount is prohibited if solicited by the official or employee for their personal benefit, the benefit of their spouse, relative or household member, or the benefit of any other official or employee by §2-444(c) of the Code.

Review of the Central Lobbyist Registration System (CLRS) revealed that one of the contributors to Respondent's legal defense fund, Victoria McCullough, who made a \$4000 contribution on July 22, 2012, was the registered principal of three lobbyists who lobby the Village of Wellington on her behalf. According to CLRS records, Steven Gogola, 11392 Paradise Cove Lane, Wellington, FL registered as a lobbyist listing Ms. McCullough as the principal on June 24, 2012. Ms. McCullough approved this registration on June 29, 2012. Janna Lhota, 515 East Las Olas Blvd., Suite 1200, Ft. Lauderdale, FL registered as a lobbyist listing with Ms. McCullough as the principal on June 25, 2012 and was approved by Ms. McCullough on July 2, 2012. Jason Lazarus of 222 Lakeview Drive, Suite 1000, West Palm Beach, FL registered as a lobbyist for Ms. McCullough on July 12, 2012, and was approved on July 13, 2012 by Ms. McCullough. Each of these registrations took place prior to the date the gift was listed as being given to Respondent on July 22, 2012.

I made contact with Respondent and he agreed to meet with me at the COE office on Wednesday, November 7, 2012 at 2:00 PM for an interview.

- **Interview: Robert Margolis, Mayor, Village of Wellington, and Linda Margolis, wife and campaign assistant for Robert Margolis**

On Wednesday, November 7, 2012, I interviewed Respondent at the COE office. Respondent's wife, Linda Margolis, who assisted with his campaign for Mayor and who had actually accepted the funds from McCullough was present during this interview. Ms. Margolis stated that she was the person who filled out the gift disclosure form. This interview was recorded, and both Respondent and Linda Margolis were placed under oath prior to this interview. The interview began at 1:45 PM and was concluded at 2:26 PM.

After obtaining some background information from Respondent, we discussed the gift disclosure forms he filed with the state. Linda Margolis advised that she filled out the forms, and after doing so, Respondent signed them. Respondent stated that he and Linda have known Victoria McCullough for about ten (10) years, and that she helped support his campaign for Mayor of Wellington. Respondent stated that he was aware that Ms. McCullough owns a company called Chesapeake Petroleum that services auto dealerships selling oil and other items that mechanics use. Respondent stated that this company is based in Maryland, and Ms. McCullough may own some other, smaller companies. When asked if he was aware that McCullough is the principal of three lobbyists, respondent stated;

"I think I may be aware that she employs one lobbyist, I don't know that she employs three lobbyists. But I believe I am aware that she employs....I think its Joseph Abruzzo.... He works as a lobbyist for her, but nothing to do with local issues. I knew that she may have had other people in her employment, but I did not know if they were lobbyists or not."

² DE 82-1, January 25, 1982, "A committee formed to contribute money to defray the cost of legal expenses incurred by officeholders who are undergoing a recall proceeding are not subject to Chapter 106, Florida Statutes, provided such funds are used for legal expenses only..."

When asked if he knew that McCullough had three (3) lobbyists that lobby Wellington, Respondent stated that he knew Mr. Abruzzo did not, that she had other people in her employ, but that he did not believe they were lobbyists. When asked if he has been lobbied by Ms. McCullough, Respondent stated "Yes." When I asked if he was lobbied by her personally, he said, "Yes, I meet with all applicants, whether it's Victoria or others." He went on to say that she is building a farm in Wellington, and is a resident, so he puts her in the same category as any other building applicants. When I asked if she had land use or zoning issues that may have come before him, he stated that her land use and zoning issues, including a master plan amendment among other matters, came before the previous council.

I then wanted to clarify the lobbyist issue. I asked respondent if he was aware that Ms. McCullough hires lobbyists for any local issues in the Village of Wellington. He stated, "She employs a gentleman named Steve Gogola...could he be her lobbyist? ...Maybe." When I advised him that Mr. Gogola is a lobbyist, Respondent stated that he knew McCullough had employed him for over a year, but does not know if he is registered as a lobbyist. Again attempting to clarify the statement, I asked respondent if he was aware whether Ms. McCullough employed a lobbyist for Wellington issues. He said the only lobbyist he was aware she employed was Joe Abruzzo, who did not work on local issues.

I asked respondent if he checked the lobbyist registration website prior to taking funds from any of the contributors to his defense fund, to which he stated, "No." I advised him that McCullough employs three (3) lobbyists who lobby Wellington. He asked their names, and I listed them as; Janna Lohta, Jason Lazarus, and Steven Gogola. Respondent replied that he believed Janna Lohta was McCullough's attorney, but that he was not familiar with Jason Lazarus. Respondent asked when Mr. Gogola had registered and was told June 24th. Respondent and his wife then asked when McCullough's check for \$4000 was dated, and was told July 22nd. Linda Margolis said that their son, Josh Margolis, an attorney in Ft. Lauderdale, was the Trustee of these funds and he had reported that the \$4000 check sent by McCullough originally had never been received. So this check was actually a re-issue of the original donation. They did not know the date of that original check, but believed it was sometime in May.

Respondent briefly discussed the election recount petition and the fact that he was collecting funds to pay for the legal bills incurred during this time. He also stated that they had tried to be very careful about who they accepted funds from for the election defense fund. Both Respondent and Ms. Margolis agreed they had turned down offers from a private business that wanted to support Respondent's legal defense fund because they knew that the business employed lobbyists that lobbied Wellington. Respondent stated that his re-count defense still had outstanding legal bills to pay. Respondent discussed the steps he and his wife had taken to ensure that they were acting within the code and state law when accepting these funds.

First, respondent stated that he hired Mark Herron, an attorney from Tallahassee, that specializes in election law, to advise them as to how to properly set up such a fund and who they could and could not take donations from including anyone who employs lobbyists who lobby Wellington. Respondent also employed a political consultant for the election, Beth Rawlins of Clearwater, and she remained on staff to assist in this re-count defense effort. It was Ms. Rawlins who did most of the solicitations from this fund, while the Mayor focused his time on his elected duties. Respondent also said that he has advised anyone who approached him to donate to his legal defense fund to go through his son or Beth Rawlins. When McCullough began to discuss the re-issuing of the \$4000 donation check, Respondent stated that he excused himself from the table and his wife accepted it. Linda stated that she felt she also should not talk to McCullough about the check, but she took custody of it to send to her son since it had been lost once before. All other checks are mailed to their son in Ft. Lauderdale, who deposits them into an account for that purpose.

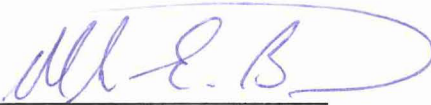
We then discussed whether they had been told how they were to determine if someone was a lobbyist before taking funds from them. Linda Margolis stated they know most people who lobby in Wellington, which is why they turned down several groups who wanted to donate, including one organization who wanted to donate the entire amount. Respondent then stated he has known Steve (Gogola) since 1983, and never knew he was a lobbyist.

Both Respondent and his wife agree that they did not personally solicit funds for this defense fund, they relied on Beth Rawlins for that purpose. Linda Margolis is also certain that Ms. Rawlings asked McCullough for the donation, but is certain Ms. Rawlings also did not know that Ms. McCullough employed lobbyists. Respondent provided me with contact information for attorney Mark Herron, campaign consultant Beth Rawlings, Victoria McCullough and his son, Josh Margolis.

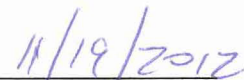
The interview was ended at 2:26 PM.

After interviewing the Respondent and his wife I met with COE Director Alan Johnson, who made a determination at that time that there was legal sufficiency to open a formal investigation.

Submitted by:

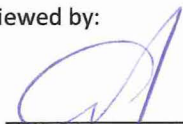


Mark E. Bannon
PB County Commission on Ethics

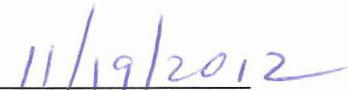


Date

Reviewed by:



(Initials)



Date

PALM BEACH COUNTY COMMISSION ON ETHICS
MEMORANDUM OF LEGAL SUFFICIENCY

To: Palm Beach County Commission on Ethics
From: Alan S. Johnson, Executive Director
Re: AN12-018– Robert Margolis, Mayor, Village of Wellington

- **Recommendation**

Regarding the Complaint against Respondent, Respondent, Robert Margolis, Mayor, Village of Wellington, COE staff recommends a finding of **LEGAL SUFFICIENCY** be entered in complaint number C12-018.

Legal sufficiency exists where there is an allegation of a violation of an ordinance within the jurisdiction of the Ethics Commission, purportedly committed by an individual within the authority of the Ethics Commission, based upon facts which have been sworn to by a material witness or witnesses, and if true would constitute the offenses alleged, relating to a violation occurring after the effective date of the code, and filed with the Ethics Commission within two years of the alleged violation.

- **Background**

On October 19, 2012, the Commission on Ethics (COE) staff received copies of two (2) State of Florida Quarterly Gift Disclosures (Form 9) filed by Respondent, Mayor of the Village of Wellington (the Village). Listed on these gift disclosure forms were four separate entries indicating that Respondent had received funds for his legal defense fund concerning a re-count for his election as Mayor. The amount of these gifts exceeded \$100.

One gift, in the amount of \$4000 was donated by Victoria McCullough. Ms. McCullough is registered on the Central Lobbyist Registration System (CLRS) as a principal of several lobbyists who lobby the Village.

- **Analysis**

As the Mayor of the Village, Respondent is subject to the provisions of the revised Palm Beach County Code of Ethics (the Code), as of June 1, 2011, when all municipalities came under the jurisdiction of the COE.

The following section of the Palm Beach County Code of Ethics is relevant to this inquiry.

Sec. 2-444(a). *Gift law*, states as follows:

- (1) No county commissioner, member of a local governing body, mayor or chief executive when not a member of the governing body, or employee, or any other person or business entity on his or her behalf, shall knowingly solicit or accept directly or indirectly, any gift with a value of greater than one hundred dollars (\$100) in the aggregate for the calendar year from any person or business entity that the recipient knows, or should know with the exercise of reasonable care, is a vendor, lobbyist or any principal or employer of a lobbyist who lobbies, sells or leases to the county or municipality as applicable.

Due to a contentious Village election, including a recount, Respondent incurred legal bills and formed a legal defense fund to offset these expenditures. State law permits the formation of such an entity, however, donations are not considered campaign contributions and are not limited by campaign laws. Donations are considered gifts subject to state and county prohibitions, limitations and reporting requirements. Respondent reported a gift valued at \$4000, received on July 22, 2012, from McCullough for his legal defense fund. McCullough was a registered principal of several lobbyists at the time of the gift. These facts, if true, would constitute a violation of the Palm Beach County Code of Ethics.

- Conclusion

The sworn testimony of material witnesses as well as documentary evidence obtained during Inquiry does allege sufficient facts that if true would constitute a violation of the Palm Beach County Code of Ethics. Therefore, there is **LEGAL SUFFICIENCY** to open a formal investigation into this matter.

BY:



Alan S. Johnson, Executive Director
Florida bar #223352
Commission on Ethics

11/19/2012
Date

MEMORANDUM OF INVESTIGATION

To: Alan Johnson, Executive Director
From: Mark E. Bannon, Investigator
Re: C12-015 – Robert Margolis, Mayor, Village of Wellington

- **Background**

On October 19, 2012, the Commission on Ethics (COE) staff received copies of two (2) State of Florida Quarterly Gift Disclosures (Form 9) filed by Respondent, Mayor of the Village of Wellington (the Village). Listed on these gift disclosure forms were four separate entries indicating that Respondent had received funds for his legal defense fund concerning a re-count for his election as Mayor. One entry listed a \$4000 gift from Victoria McCullough, who was determined during the initial Inquiry to be the principal of three (3) lobbyists registered with the Central Lobbyist Registration System (CLRS) to conduct lobbying activities in the Village.

The initial Memorandum of Inquiry under AN12-018 SI, as well as all statements, documents and other evidence obtained during that inquiry, are incorporated by reference into this investigative file.

- **Investigation**

After interviewing Mayor Margolis and his wife, and speaking with his campaign consultant, Beth Rawlings, I contacted Victoria McCullough to arrange an interview with her. McCullough agreed to meet with me on Monday, November 19, 2012.

- **Interview: Victoria McCullough**

On Monday, November 19, 2012, at approximately 10:00 AM, I met with Victoria McCullough at a home she was renovating at 13801 40th Street South in Wellington. This interview was not recorded or taken under oath as there were no available facilities at this location to conduct a formal, recorded interview. McCullough was preparing for a trip out of state that day.

During the interview, I spoke with McCullough to address the reason for my interview, and to briefly discuss the \$4000 gift that Mayor Margolis reported as being given to him by McCullough for his election re-count legal fund. She was very cooperative during my interview, and advised that she had given Respondent \$4000 to offset the cost of his legal bills for the recount petition stemming from his election as Mayor of the Village. She advised that she had been solicited for this donation by Respondent's political consultant, Beth Rawlings. McCullough stated that she agreed to help with the legal costs of the re-call defense because she knew that such action was expensive, and she believed that it was a failure of the elections system that caused the problem, which was not the fault of Respondent. She did not believe that he should have to bear the financial burden of this system failure. McCullough also advised me that she had given the same amount (\$4000) to Village Councilman John Greene and Village Councilman Matt Willhite for their election related legal expenses.

We discussed these donations, and I showed McCullough a copy of §2-444, *Gift Law*, the PBC Code of Ethics, pointing out to her that because she was the principal of lobbyists who lobbied the Village, she was prohibited under the code from giving gifts to any employee or elected or appointed official of the Village. These donations could not be defined as "political contributions," which would have been exempted under the Gift Law¹ because the amount would also have been limited by state law to a maximum of \$500. Because these donations were not political contributions, they are considered "gifts" to the officials that received them, and are regulated by §2-444

¹ §2-444(g)(1)(a)

of the Code of Ethics. McCullough advised that she was not aware of a prohibition against gifts from “principals,” and thought these prohibitions only applied to actual lobbyists. She seemed genuinely concerned that her donations may have been made in violation of the code, and explained to me that she would never intentionally violate the Code of Ethics.

We next discussed the three people listed in the Central Lobbyist Registry System (CLRS) naming her as a principal, and listing the Village of Wellington as the government entity where they lobbied. McCullough advised that because of a plan to develop a road running through the Equestrian Preserve area and next to her property on 40th Street South, she became involved in defeating this measure because it violated the Master Plan for the Preserve, and also affected her property adversely. McCullough became involved in this issue in April of 2012, and it was because of this issue that she employed Lobbyist Steven Gogola as a lobbyist to assist her. McCullough states that her land use attorney, Janna Lhota, also assisted in this matter, and that is why she was also registered. Finally, attorney Jason Lazarus was hired by her to handle the Section 5.1.15 hearing² on the issue, but registered so that he could speak to Village staff if necessary. McCullough did advise that she was not aware that the code prohibited her from making the legal defense fund donations, and that she had not received any training as to that obligation under the Code of Ethics. McCullough was unable to provide copies of the three (3) donation checks at this time, because she had not brought them with her to this property. She advised she would provide them to me at a later time.

After our initial conversation, I asked McCullough if she would provide me with a recorded statement about the issues we had discussed. She first stated that she thought it might be appropriate to speak to legal counsel. When I advised her that I would wait until she had spoken to counsel before discussing the issue further, she stated that she may want to just give me the statement as she did not want it to appear that she was not “owning up” to making these donations. Because it was unclear as to her desire to speak with an attorney, I asked her to take some time to think about it, and told her that I would contact her again upon her return to Florida in December.

At this point the interview was ended.

On December 4, 2012, I was able to speak to Victoria McCullough via telephone. She advised she had decided not to retain an attorney and was willing to speak with me.

One purpose of this second contact was based on information discovered during my inquiry into the potential Code of Ethics’ gift law violations regarding Councilman John Greene (AN12-024 SI), and Councilman Matt Willhite (AN12-025 SI), concerning their receipt of \$4000 donations each from McCullough. These inquiries led to the conclusion that while Greene was given \$4000 from McCullough to defray some of his legal costs, and McCullough made a \$4000 donation to the Democratic Party of Palm Beach County on Willhite’s behalf for this same reason, these funds were paid prior to either the June 24, 2012 date when Steven Gogola registered as a lobbyist for the Village and listed McCullough as his Principal, and/or June 29, 2012 when McCullough acknowledged being the Principal per the CLRS records. Therefore, these donations would not have been prohibited under §2-444, Gift Law (although reportable in the case of Willhite). In regards to Respondent, both McCullough and Respondent indicate that the original donation/gift was given some time before June 24, 2012. It was ultimately lost and replaced with a subsequent check on July 22, 2012. The earlier gift (March, 2012) would not have been prohibited or reportable because Respondent had not yet taken office and McCullough had not yet employed lobbyists. However, the replacement check was tendered in July and the gift was prohibited at that time.

During this telephone conversation, McCullough stated that Matt Willhite’s was the first donation, and as he requested, this donation was sent to the Democratic Party of Palm Beach County. But sometime later, after it was pointed out to her by Neil Hirsch that both Greene and Respondent had legal bills as well, she wrote both \$4000 checks to these candidates on the same day. One check was sent to John Greene, and the other to Respondent,

² Section 5.1.15 refers to the Section of the Village of Wellington Land Use Regulations that deals with misrepresentation, fraud, deceit or errors of omission in land use development issues. When staff believes this section of the regulations may have been violated, a hearing is held before the Village Council to make this determination.

which was apparently never received or cashed. McCullough stated she was unaware of this until contacted again by Beth Rawlings, and at that time re-issued the check. McCullough advised that she would try and obtain information from her bank to verify this information and send it to me. Since the check was lost, she was unable to provide a copy of it, but would try to obtain the "stop check order" from her bank. It should be noted that Green's records show he was given the \$4000 donation on or about March 28, 2012, when it was deposited into his Legal Defense Fund account. McCullough was sure she made both checks out that same day at her home, and mailed them both the next day.

While this information does not change the fact that a donation of \$4000 was physically made to Respondent by McCullough on July 22, 2012, the fact that it is a replacement check originally issued on or about March 28, 2012, does tend to mitigate this issue. Had the initial check not been lost, the contribution would have occurred prior to Margolis taking office and therefore not in violation of the Code. At the time of the initial attempt at this donation, neither Margolis (who was not sworn into office until April 2012) nor McCullough (who did not become a principal of a lobbyist until June 2012) were under the jurisdiction of the Code of Ethics, and thus this donation when originally attempted was neither prohibited nor reportable.

End of investigative report.

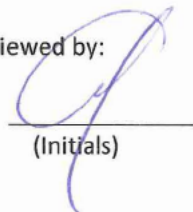
Submitted by:



Mark E. Bannon
PB County Commission on Ethics

12/6/2012
Date

Reviewed by:


(Initials)

12/06/2012
Date

SUPPLEMENTAL MEMORANDUM OF INVESTIGATION

To: Alan Johnson, Executive Director
From: Mark E. Bannon, Investigator
Re: C12-015 – Robert Margolis, Mayor, Village of Wellington

- **Background**

On October 19, 2012, the Commission on Ethics (COE) staff received copies of two (2) State of Florida Quarterly Gift Disclosures (Form 9) filed by Respondent, Mayor of the Village of Wellington (the Village). Listed on these gift disclosure forms were four separate entries indicating that Respondent had received funds for his legal defense fund concerning a re-count for his election as Mayor. One entry, dated July 22, 2012, listed a \$4000 gift from Victoria McCullough, who was determined during the initial Inquiry to be the principal of three (3) lobbyists registered with the Central Lobbyist Registration System (CLRS) to conduct lobbying activities in the Village.

The initial Memorandum of Inquiry under AN12-018 SI, as well as all statements, documents and other evidence obtained during that inquiry, are incorporated by reference into this investigative file.

- **Supplemental Investigation**

On Thursday, January 10, 2013, this matter was presented to the Commission on Ethics in executive session. The COE determined that this matter would require additional action by COE staff, and additional documentation to be provided by Respondent and Victoria McCullough before they would make a probable cause determination. Specifically, the COE advised that the following information be obtained for their review before the matter was brought back before them for determination of probable cause:

- Copies of bank records from Respondent's election recount legal defense fund, indicating what funds were deposited into this account, who made these donations, and when these deposits were received by the bank.
- Copies from bank records of Victoria McCullough indicating any request made from McCullough to stop payment of the "lost" check, as well as a copy of the check register or bank information of sequential checks written by McCullough, that would indicate a missing check in this sequence.
- Copies of similar checks from McCullough, written to Councilman John Greene and to the Palm Beach County Democratic Party on behalf of Councilman Matt Wilhite, for use in their election re-count defense, the dates of these checks, and the amount of these checks.
- A sworn statement from Victoria McCullough addressing the assertion that the initial check to Margolis was written at or near the time of the check for Greene (March 28, 2012), that this check was never cashed and was reported as missing to Victoria McCullough by the Margolis campaign, and that she wrote a second check dated July 22, 2012 as a replacement to a donation she had attempted to make at an earlier date.

On Tuesday, January 15, 2012, I sent an email to Mark Herron requesting that he provide the documents that the COE had requested, specifically banking information showing all deposits into the legal defense fund account. On Thursday, January 17, 2012, I received a reply from Mark Herron that this information should be provided to me this same date. Later this same day, I received an additional email containing an attachment with the following documents:

1. Copy of a document entitled "Margolis Legal Defense Fund Ledger," listing all contributions to and expenditures from the legal defense account starting on May 17, 2012, when Respondent made a \$100 deposit to open this account, to December 31, 2012, where the ledger showed an expenditure of \$8.00 to the First National Bank of South Miami, where the account was located. (1 page)
(In all, the ledger listed fourteen (14) entries. Eight (8) of these entries were deposits, including the \$4,000 donation of Victoria McCullough dated July 22, 2012. Two (2) of these entries were expenditures to Mark Heller's law firm – Messer Caparello & Self, P.A., a \$7,500 expenditure on September 7, 2012, and a \$1,250 expenditure on November 19, 2012. The final four (4) entries on the ledger were for eight dollars each to the First National Bank of South Miami, and appear to be banking fees.)
2. Copies of information from the First National Bank of South Miami listing deposits and expenditures from this account as stated on the Ledger, along with photocopies of the actual checks deposited and written as expenditures on this account. (15 pages)

After reviewing this information, I sent an additional email to Herron requesting some additional banking information, and advising that I would be contacting Josh Margolis, as the Trustee of the account, for this additional information.

On Tuesday, January 22, 2013 at approximately 9:10 AM, I made contact with Josh Margolis by telephone at his office in Ft. Lauderdale. Josh Margolis is an attorney, and is the son of Respondent, as well as the trustee of the legal defense account. I advised Josh Margolis that while the information provided to COE staff by Mark Herron had evidentiary value, it was not dispositive, as it did not show that these were the only funds received by him for the legal defense account, nor the only funds deposited into this account. I requested that he send me a sworn affidavit as the trustee of this account, swearing that the ledger listed all funds received and expended for this purpose, and an affidavit from the bank attesting that these were the only funds deposited or withdrawn from this account. He agreed to provide these affidavits.

Later this same day, I received an email from Mark Herron stating, "Per your conversation with Josh Margolis. I trust this is responsive to the Commission's needs." Attached to this email were the following documents:

1. A copy of a sworn and notarized affidavit dated January 18, 2013, from Pamela Wendt, Custodian of Records for First National Bank of South Miami, stating, "Here are all the statements, checks, and deposits that have been done on this account since it opened." With this affidavit were copies of the all deposits and expenditures from this account. (18 pages)
(It should be noted that the deposits and expenditures listed by the bank correspond with the information provided to COE staff by counsel for Respondent on January 17, 2013.)
2. A copy of the trust instrument setting up the legal defense account and naming Josh Margolis as Trustee, dated May 1, 2012. (11 pages)

On Wednesday, January 23, 2013, I received a sworn and notarized affidavit dated January 23, 2013 from Josh Margolis. This affidavit is submitted to file and covers the following areas concerning this matter.

In this affidavit, Josh Margolis identifies that he is the Trustee of the Bob Margolis Legal Defense Fund Trust; that he personally opened the bank account for this fund at the First National Bank of South Miami for the purpose of receiving contributions and paying legal expenses relating to the March 2012 Village of Wellington elections; that he deposited every contribution he received into this account, and received no cash contributions or checks made out to cash for this fund; that he has provided all statements, checks and deposits from this account to COE staff; that all funds expended from the account except for banking fees were for legal fees and related expenses; that it was during a visit to Wellington that he learned from Victoria McCullough she had sent a check for this fund, he realized that he had never received this check, and after waiting some additional time, contacted Beth Rawlings (Margolis Campaign Coordinator) and asked her to contact McCullough to advise the check was never received; and that he accepted no contributions for this fund as Trustee with any understanding or belief that any contribution made was to influence the official judgment or any official action of Bob Margolis.

On January 28, 2013, I spoke by telephone with Mark Herron. Per discussions with COE Interim Executive Director Megan Rogers, I asked Herron if his client might be amenable to waiving the confidentiality of the upcoming executive session (scheduled for February 7, 2013), as it related to Victoria McCullough and her counsel, Roma Theus. Both Director Rogers and I felt that because these matters were so intertwined, and the Commissioners may need information from one Respondent as it related to the other Respondent, it would allow the COE to have a more complete view of the events that took place. Victoria McCullough is the Respondent in case #C12-016, and the same facts and circumstances govern both cases. Herron advised he would speak with his client and advise, although he agreed in principal with the cases being combined in executive session. I requested that if they he agreed to this combined session, that he send an authorization to COE staff by facsimile.

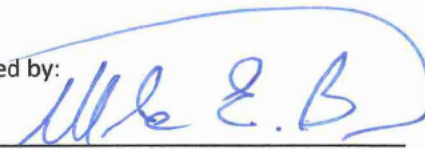
I also spoke with Mark Herron about a voice mail from Respondent asking for a transcript of the executive session conducted on January 10, 2013. I advised him that the COE staff would provide a copy of the audio recording of the session on a CD, but that there was no written transcript of this session. On January 29, 2013, the CD was given to Respondent's wife as requested by Respondent and his counsel.

• **List of all supplemental documents submitted to investigative file**

1. Copy of a document entitled "Margolis Legal Defense Fund Ledger," listing all contributions to and expenditures from the legal defense account. (1 page)
2. Copy of sworn affidavit from Josh Margolis (Trustee of Legal Defense Fund), stating that the ledger submitted represents all funds received by him, and that all funds received were deposited into the Margolis Legal Defense Fund account. (2 pages)
3. Copies of information from the First National Bank of South Miami listing deposits and expenditures from this Legal Defense Fund account as submitted by Respondent. (17 pages)
4. Copy of a sworn and notarized affidavit dated January 18, 2013, from Pamela Wendt, Custodian of Records for First National Bank of South Miami, and account information as to all funds deposited or withdrawn on this account. (18 pages)
5. Copy of the trust instrument setting up the legal defense account and naming Josh Margolis as Trustee, dated May 1, 2012. (11 pages)


I then made a comparison of the information provided by Respondent through his counsel (Deposit and Expenditures for Legal Defense Fund account), with those provided the bank custodian, and found that the eight deposits listed by the Trustee, Josh Margolis, coincided exactly with the information from the bank pertaining to deposits made into this account. One of these deposits was the \$4,000 check from Victoria McCullough written on July 22, 2012, and deposited into this account.

Submitted by:


Mark E. Bannon
PB County Commission on Ethics

2/4/2013
Date

Reviewed by:


(Initials)

2/4/2013
Date

PALM BEACH COUNTY COMMISSION ON ETHICS
MEMORANDUM OF PROBABLE CAUSE

To: Commission on Ethics
From: Megan C. Rogers, Staff Counsel/Advocate
Re: C12-015 – Robert Margolis, Mayor, Village of Wellington

- **Recommendation**

A finding of **PROBABLE CAUSE** should be entered in the above captioned matter as to the allegations made in the **COMPLAINT**.

Probable Cause exists where there are reasonably trustworthy facts and circumstances for the Commission on Ethics (COE) to conclude that the Respondent, Robert Margolis, violated the Palm Beach County Code of Ethics.

- **Jurisdiction**

COE has jurisdiction pursuant to Chapter 2, Article V, Division 8, section 2-258(a) of the Palm Beach County Commission on Ethics Ordinance which states in pertinent part:

Article V, Division 8, section 2-258. *Powers and duties.* (a) The commission on ethics shall be authorized to exercise such powers and shall be required to perform such duties as are hereinafter provided. The commission on ethics shall be empowered to review, interpret, render advisory opinions and enforce the;

- (1) Countywide Code of Ethics;
- (2) County Post-Employment Ordinance, and
- (3) County Lobbyist Registration Ordinance.

The violations for which probable cause is recommended include the following:

Article XIII, Section 2-444(a), *Gift law*, of the Palm Beach County Code of Ethics prohibits any municipal official from accepting, directly or indirectly, any gift with a value of greater than one hundred dollars (\$100) in the aggregate for the calendar year from any person or business entity that the recipient knows, or should know with the exercise of reasonable care, is a lobbyist or any principal or employer of a lobbyist.

- **Background**

On October 19, 2012, the Commission on Ethics (COE) staff received copies of two (2) State of Florida Quarterly Gift Disclosures (Form 9) filed by Respondent, Mayor of the Village of Wellington. Listed on these gift disclosure forms were four separate entries indicating that Respondent had received funds for his legal defense fund concerning a re-count for his election as Mayor. The amount of these gifts exceeded \$100.

- **Facts establishing probable cause**

Respondent is the elected Mayor of Wellington. Pursuant to §2-444(f)(1) a copy of gift disclosure forms required for officials identified by state law as reporting individuals must be submitted to the Palm

Beach County Commission on Ethics (COE). Upon receipt of the two gift disclosure forms, COE staff performed a routine check of the county vendor and lobbyist databases to make sure that none of the contributors listed were a vendor, lobbyist, principal or employer of a lobbyist who lobbies Wellington. This was done because the amount of each gift listed on these forms was in excess of the \$100 gift limit as established in §2-444(a)(1).

Review of the Central Lobbyist Registration System (CLRS) revealed that one of the contributors to Respondent's legal defense fund, Victoria McCullough, who made a \$4000 contribution on July 22, 2012, was the registered principal of three lobbyists who lobby the Village of Wellington. According to CLRS records, Steven Gogola, 11392 Paradise Cove Lane, Wellington, FL registered as a lobbyist listing Ms. McCullough as the principal on June 24, 2012. Ms. McCullough approved this registration on June 29, 2012. Janna Lhota, 515 East Las Olas Blvd., Suite 1200, Ft. Lauderdale, FL registered as a lobbyist listing Ms. McCullough as the principal on June 25, 2012. This registration was approved by Ms. McCullough on July 2, 2012. Jason Lazarus of 222 Lakeview Drive, Suite 1000, West Palm Beach, FL registered as a lobbyist for Ms. McCullough on July 12, 2012, and was approved by Ms. McCullough on July 13, 2012. Each of these registrations took place prior to July 22, 2012.

COE staff opened an inquiry pursuant to Article V, Division 8, §2-260(a)(b)(2) and COE Rules of Procedure 4.1.1-4.1.3.

Both Respondent and Respondent's wife were interviewed by COE staff. The gift disclosure forms were filled out by Respondent's wife. After a contentious election involving a recount, Respondent established a legal defense fund to pay legal bills directly related to the recount. Respondent hired outside counsel and a political consultant to assist in soliciting and accepting donations to his legal defense fund. Such a fund is not prohibited or regulated by state law. Donations are considered to be gifts to the elected official and not campaign contributions. Respondent was aware of this and filed state gift forms. He advised anyone offering to contribute to the fund to go through his son, or his consultant and did not personally participate in soliciting donations. COE investigators spoke with the consultant who acknowledged soliciting the donations. She was unaware that McCullough was the principal of a lobbyist and did not check or otherwise ask during the solicitation.

Sec. 2-444(a). *Gift law*, states as follows:

- (1) No county commissioner, member of a local governing body, mayor or chief executive when not a member of the governing body, or employee, or any other person or business entity on his or her behalf, shall knowingly solicit or accept directly or indirectly, any gift with a value of greater than one hundred dollars (\$100) in the aggregate for the calendar year from any person or business entity that the recipient knows, or should know with the exercise of reasonable care, is a vendor, lobbyist or any principal or employer of a lobbyist who lobbies, sells or leases to the county or municipality as applicable.

In their statement, both Respondent and his wife stated that they had turned down offers from a private business that wanted to support Respondent's legal defense fund because they knew that the business employed lobbyists that lobbied Wellington, however, Respondent made no effort to ascertain whether the McCullough gift was prohibited. He acknowledged that he had been personally lobbied by her, and that she may have had hired other persons as paid lobbyists.

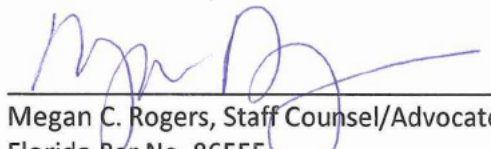
The initial solicitation of McCullough was made by Respondent's consultant in March 2012 before Respondent took office and before McCullough became a principal of lobbyists (June 2012). After the initial purported donation was lost, Respondent and his wife met with McCullough. When McCullough began to discuss the re-issuing of the \$4000 donation check, Respondent stated that he excused himself from the table and his wife accepted it and sent it on to their son who deposited the donation into the defense account. Notwithstanding, the Code prohibits improper solicitation or acceptance of gifts, directly or indirectly.

McCullough was interviewed by COE staff and affirmed that she was the principal of a lobbyist at the time she was solicited by the Respondent's consultant and that she gave a donation of \$4000 to the Respondent's legal defense fund.

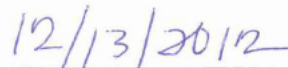
- **Conclusion**

Information obtained during the inquiry and investigation, indicate that Respondent accepted a gift valued at \$4000 from a person who employs a lobbyist who lobbies his municipality. Based on the initial inquiry and the formal investigation into this matter, there is **PROBABLE CAUSE** to believe that Respondent violated §2-444(a)(1) of the Palm Beach County Code of Ethics. Therefore, a finding of **PROBABLE CAUSE** should be entered in the **COMPLAINT**.

By:


Megan C. Rogers, Staff Counsel/Advocate
Florida Bar No. 86555

Date



MARGOLIS LEGAL DEFENSE FUND LEDGER

[illegible]

AFFIDAVIT
Palm Beach Ethics Commission
Complaint 12-015

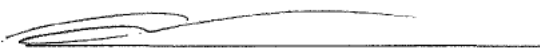
STATE OF FLORIDA
County of Broward

Joshua D. Margolis, being duly sworn, says:

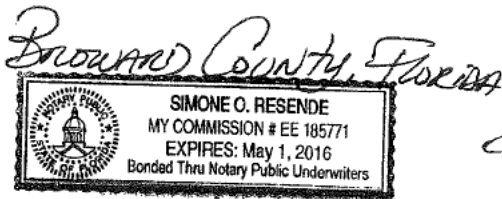
1. This affidavit is made upon my personal knowledge.
2. I am of legal age and competent to testify to the matters stated herein.
3. I was designated to serve as the Trustee of the Bob Margolis Legal Defense Trust Fund. The Trust agreement was established to pay the legal fees and related expenses, including travel expenses, incurred by Bob Margolis, or others on his or her behalf, in the defense or conduct of any legal or other proceedings relating to the March 2012 Village of Wellington elections.
4. Consistent with the terms of the Trust instrument, I opened an account at the First National Bank of South Miami for the purpose of receiving contributions and making expenditures to pay the legal fees and related expenses incurred by Bob Margolis in the defense or conduct of any legal or other proceedings relating to the March 2012 Village of Wellington elections.
4. Every contribution that was received by me was deposited into the Bob Margolis Legal Defense Trust Fund account which I established at the First National Bank of South Miami. I received no cash contributions to the Bob Margolis Legal Defense Trust Fund; nor did I receive any checks made out to cash.
5. I have obtained from the First National Bank of South Miami a copy of all statements, checks and deposits relating to the Bob Margolis Legal Defense Trust Fund and have provided them to the Palm Beach County Ethics Commission through its investigator, Mark Bannon.
6. Except for bank service charges incurred with respect to the account, all funds received by the Bob Margolis Legal Defense Trust Fund have been utilized to pay legal fees and related expenses incurred by Bob Margolis in the defense or conduct of any legal or other proceedings relating to the March 2012 Village of Wellington elections.
7. During a visit to Wellington, I learned that Victoria McCollough had written a check to the Bob Margolis Legal Defense Trust Fund several weeks previously which I had never received either at my home address or at my work address. After allowing additional time for the check to be received, I contacted Beth Rawlins, who solicited contributions on behalf of the Trust Fund to ask that she reach out to Ms. McCollough to obtain a replacement check. Shortly thereafter, I received a contribution and deposited it into the account of the Bob Margolis Legal Defense Trust Fund at the First National Bank of South Miami.

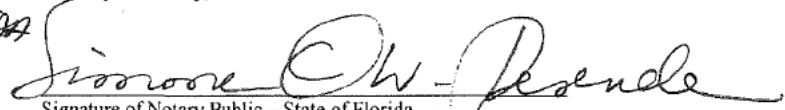
8. In my capacity as the Trustee of the Bob Margolis Legal Defense Trust Fund, I did not accept any contribution with the understanding or belief that it was given to influence the official judgment or any official action of Bob Margolis.

I HEREBY SWEAR OR AFFIRM THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.


Joshua D. Margolis, Esq.

Sworn to (or affirmed) and subscribed before me this
23rd day of January, 2013.




Signature of Notary Public - State of Florida
Simone O. Resende 01/23/2012

Personally Known ☒ or Produced Identification _____

Type of Identification Produced: _____



Integrity for Generations

Here are all the statements, checks, and deposits that have been done on this account since it opened.

Pamela Wendt 1-18-13

Pamela Wendt
Custodian for Records

First National Bank of South Miami
5750 Sunset Dr
S Miami, FL 33143

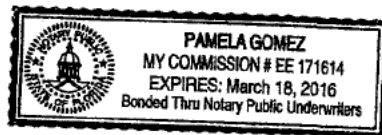
305-662-5485

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED
BEFORE ME THIS 18 DAY OF Jan, 2013
BY Pamela Wendt

[Signature]
NOTARY PUBLIC

PERSONALLY KNOWN ☒
OR PRODUCED IDENTIFICATION _____
TYPE OF IDENTIFICATION PRODUCED _____



*****AUTO**MIXED AADC 076
4948 0.4670 MB 0.404 19 40 3
BOB MARGOLIS LEGAL EXPENSE FUND TRUST
JOSHUA DAVID MARGOLIS TRUSTEE
657 JUNIPER PL
WELLINGTON FL 33414

Date 5/31/12 Page 1 of 1
Account Number [REDACTED]
Enclosures

REGULAR CHECKING		Number of Enclosures	0
Account Number	[REDACTED]	Statement Dates	5/17/12 thru 5/31/12
Previous Balance	.00	Days in the statement period	15
2 Deposits/Credits	2,600.00	Average Ledger	1,933
Checks/Debits	.00	Average Collected	566
Service Charge	.00		
Interest Paid	.00		
Ending Balance	2,600.00		

Activity in Date Order

Date	Description	Amount	Balance
5/17	DEPOSIT	100.00	100.00
5/21	DEPOSIT	2,500.00	2,600.00

WITH MERCHANT CAPTURE YOU CAN MAKE CHECK DEPOSITS WITHOUT HAVING TO PHYSICALLY
TRANSPORT THE DEPOSITS TO THE BANK. ENJOY MORE CONTROL OVER THE ITEMS
PROCESSED. CONTACT US FOR MORE INFORMATION AT 305.667.5511.

Check: 0 Amount: \$100.00 Date: 5/17/2012
Run: 22, Batch: 1, Seq: 244

Check: 0 Amount: \$100.00 Date: 5/17/2012
Run: 22, Batch: 1, Seq: 244

Check: 0 Amount: \$100.00 Date: 5/17/2012
Run: 22, Batch: 1, Seq: 245

Check: 0 Amount: \$100.00 Date: 5/17/2012
Run: 22, Batch: 1, Seq: 245

Check: 0 Amount: \$2,500.00 Date: 5/21/2012
Run: 40, Batch: 1, Seq: 176

Check: 0 Amount: \$2,500.00 Date: 5/21/2012
Run: 40, Batch: 1, Seq: 176

Check: 10437 Amount: \$2,500.00 Date: 5/21/2012
Run: 40, Batch: 1, Seq: 177

Check: 10437 Amount: \$2,500.00 Date: 5/21/2012
Run: 40, Batch: 1, Seq: 177

*****AUTO**MIXED AADC 076
6451 0.4670 MB 0.404 22 42 4
BOB MARGOLIS LEGAL EXPENSE FUND TRUST
JOSHUA DAVID MARGOLIS TRUSTEE
657 JUNIPER PL
WELLINGTON FL 33414

Date 6/29/12 Page 1 of 1
Account Number [REDACTED]
Enclosures

REGULAR CHECKING		Number of Enclosures	0
Account Number	[REDACTED]	Statement Dates	6/01/12 thru 6/30/12
Previous Balance	2,600.00	Days in the statement period	30
Deposits/Credits	.00	Average Ledger	2,600
Checks/Debits	.00	Average Collected	2,600
Service Charge	.00		
Interest Paid	.00		
Ending Balance	2,600.00		

WITH MERCHANT CAPTURE YOU CAN MAKE CHECK DEPOSITS WITHOUT HAVING TO PHYSICALLY
TRANSPORT THE DEPOSITS TO THE BANK. ENJOY MORE CONTROL OVER THE ITEMS
PROCESSED. CONTACT US FOR MORE INFORMATION AT 305.667.5511.

*****AUTO**MIXED AADC 076
5026 0.4670 MB 0.404 19 41 3
BOB MARGOLIS LEGAL EXPENSE FUND TRUST
JOSHUA DAVID MARGOLIS TRUSTEE
657 JUNIPER PL
WELLINGTON FL 33414

Date 7/31/12 Page 1 of 1
Account Number [REDACTED]
Enclosures

REGULAR CHECKING		Number of Enclosures	0
Account Number	[REDACTED]	Statement Dates	7/01/12 thru 7/31/12
Previous Balance	2,800.00	Days in the statement period	31
Deposits/Credits	.00	Average Ledger	2,600
Checks/Debits	.00	Average Collected	2,600
Service Charge	.00		
Interest Paid	.00		
Ending Balance	2,600.00		

WITH MERCHANT CAPTURE YOU CAN MAKE CHECK DEPOSITS WITHOUT HAVING TO PHYSICALLY
TRANSPORT THE DEPOSITS TO THE BANK. ENJOY MORE CONTROL OVER THE ITEMS
PROCESSED. CONTACT US FOR MORE INFORMATION AT 305.667.5511.

*****AUTO**MIXED AADC 076
 5074 0.4670 MB 0.404 19 40 4
 BOB MARGOLIS LEGAL EXPENSE FUND TRUST
 JOSHUA DAVID MARGOLIS TRUSTEE
 657 JUNIPER PL
 WELLINGTON FL 33414

Date 8/31/12 Page 1 of 1
 Account Number [REDACTED]
 Enclosures

REGULAR CHECKING		Number of Enclosures	0
Account Number	[REDACTED]	Statement Dates 8/01/12 thru	8/31/12
Previous Balance	2,600.00	Days in the statement period	31
2 Deposits/Credits	5,000.00	Average Ledger	5,551
Checks/Debits	.00	Average Collected	5,390
Service Charge	.00		
Interest Paid	.00		
Ending Balance	7,600.00		

Activity in Date Order

Date	Description	Amount	Balance
8/13	DEPOSIT	4,500.00	7,100.00
8/20	DEPOSIT	500.00	7,600.00

WITH MERCHANT CAPTURE YOU CAN MAKE CHECK DEPOSITS WITHOUT HAVING TO PHYSICALLY
 TRANSPORT THE DEPOSITS TO THE BANK. ENJOY MORE CONTROL OVER THE ITEMS
 PROCESSED. CONTACT US FOR MORE INFORMATION AT 305.667.5511.

Check: 0 Amount: \$4,500.00 Date: 8/13/2012
Run: 40, Batch: 1, Seq: 188

Check: 0 Amount: \$4,500.00 Date: 8/13/2012
Run: 40, Batch: 1, Seq: 188

Check: 0 Amount: \$4,000.00 Date: 8/13/2012
Run: 40, Batch: 1, Seq: 189

Check: 0 Amount: \$4,000.00 Date: 8/13/2012
Run: 40, Batch: 1, Seq: 189

Check: 2792 Amount: \$500.00 Date: 8/13/2012
Run: 40, Batch: 1, Seq: 190

Check: 2792 Amount: \$500.00 Date: 8/13/2012
Run: 40, Batch: 1, Seq: 190

DEPOSIT TICKET

NAME Bob Margolis Legal Defense 63-5073

ACCOUNT NO. 0165135-22

DATE 08/20/12

DEPOSITS MAY NOW BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

5700 Sunset Drive
South Miami, FL 33143
305.867.5511
www.fnbmi.com

1st National Bank of South Miami

TOTAL FROM OTHER SIDE 500.00

SUB TOTAL 500.00

LESS CASH RECEIVED

\$ 500.00

41

Check: 0 Amount: \$500.00 Date: 8/20/2012
Run: 40, Batch: 1, Seq: 148

4000010148 08-20-2012 > [REDACTED]

90:80:8 8/20/12 64 65

Transit Drawer: 05

DOCUMENT

CURRENCY COUNT - FOR FINANCIAL INSTITUTION USE ONLY	100	50	20	10	5	1
CHECKS						
AT BANK						
TOTAL						

DOLLARS

CENTS

Check: 0 Amount: \$500.00 Date: 8/20/2012
Run: 40, Batch: 1, Seq: 148

H. S. HOFFMAN 12-87 866 63-5576 FL 200

8/15/12

Pay to the Order of Bob Margolis Legal Defense Fund 500.00

Five hundred

Bank of America

For [REDACTED]

8/15/12

8/15/12

Check: 0 Amount: \$500.00 Date: 8/20/2012
Run: 40, Batch: 1, Seq: 149

4000010149 08-20-2012 > [REDACTED]

90:80:8 8/20/12 64 65

Transit Drawer: 05

DOCUMENT

John A. Margolis
As trustee
For deposit only

Check: 0 Amount: \$500.00 Date: 8/20/2012
Run: 40, Batch: 1, Seq: 149

*****AUTO**MIXED AADC 076
6583 0.6270 MB 0.404 22 39 5
BOB MARGOLIS LEGAL EXPENSE FUND TRUST
JOSHUA DAVID MARGOLIS TRUSTEE
657 JUNIPER PL
WELLINGTON FL 33414

Date 9/28/12 Page 1 of 1
Account Number [REDACTED]
Enclosures 1

REGULAR CHECKING		Number of Enclosures	1
Account Number	[REDACTED]	Statement Dates	9/01/12 thru 9/30/12
Previous Balance	7,600.00	Days in the statement period	30
Deposits/Credits	.00	Average Ledger	1,100
1 Checks/Debits	7,500.00	Average Collected	1,100
Service Charge	8.00		
Interest Paid	.00		
Ending Balance	92.00		

Activity in Date Order

Date	Description	Amount	Balance
9/05	CHECK #98	7,500.00-	100.00
9/30	TOTAL OF SERVICE CHARGES	8.00-	92.00
9/30	BALANCE FEE IN S/C	8.00-	

CHECKS IN SERIAL NUMBER ORDER

Date	Check No.	Amount
9/05	98	7,500.00

*Indicates skip in Check Number

WITH MERCHANT CAPTURE YOU CAN MAKE CHECK DEPOSITS WITHOUT HAVING TO PHYSICALLY TRANSPORT THE DEPOSITS TO THE BANK. ENJOY MORE CONTROL OVER THE ITEMS PROCESSED. CONTACT US FOR MORE INFORMATION AT 305.667.5511.

98

DATE Aug 30, 2012

PAY TO THE ORDER OF Messer, Caparelllo and Self, PA \$ 7500.00

Seven Thousand Five hundred and 00/100 DOLLARS

First National Bank
5750 Sunset Drive
South Miami, FL 33143
305.667.5511
www.fnbam.com

MEMO Legal Fees

As Trustee

Check 98 Amount \$7,500.00 Date 9/5/2012

ENDORSE HERE

PAY TO THE ORDER OF
PREMIER BANK
FOR DEPOSIT ONLY
MESSER, CAPARELLO & SELF, P.A.
OPERATING ACCOUNT

DC 1777 LINE

063114108
R0212a0036_B

000001759

Check 98 Back

*****AUTO**MIXED AADC 750
5046 0.4670 MB 0.404 20 37 5
BOB MARGOLIS LEGAL EXPENSE FUND TRUST
JOSHUA DAVID MARGOLIS TRUSTEE
657 JUNIPER PL
WELLINGTON FL 33414

Date 10/31/12 Page 1 of 1
Account Number [REDACTED]
Enclosures

DUE TO HURRICANE SANDY PROCESSING ISSUES, ANY CHECK OR DEPOSITS MADE ON THE BUSINESS DAYS OF OCTOBER 29TH TO THE 31ST WILL REFLECT AS OCTOBER 31 TRANSACTIONS. WE APOLOGIZE FOR ANY INCONVENIENCE. PLEASE CONTACT US WITH ANY QUESTIONS OR CONCERNS AT 305.667.5511.

REGULAR CHECKING		Number of Enclosures	0
Account Number	[REDACTED]	Statement Dates 10/01/12 thru 10/31/12	
Previous Balance	92.00	Days in the statement period	31
2 Deposits/Credits	1,250.00	Average Ledger	761
Checks/Debits	.00	Average Collected	721
Service Charge	8.00		
Interest Paid	.00		
Ending Balance	1,334.00		

Activity in Date Order			
Date	Description	Amount	Balance
10/11	DEPOSIT	750.00	842.00
10/22	DEPOSIT	500.00	1,342.00
10/31	TOTAL OF SERVICE CHARGES	8.00-	1,334.00
10/31	BALANCE FEE IN S/C	8.00-	

WITH MERCHANT CAPTURE YOU CAN MAKE CHECK DEPOSITS WITHOUT HAVING TO PHYSICALLY TRANSPORT THE DEPOSITS TO THE BANK. ENJOY MORE CONTROL OVER THE ITEMS PROCESSED. CONTACT US FOR MORE INFORMATION AT 305.667.5511.

DEPOSIT TICKET

NAME Bob Margolis Trust Fund ☒ CASH ☐ DEPOSIT

ACCOUNT NO. 0105133722

DATE 10/11/12

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

5750 Sunset Drive
South Miami, FL 33143
305.667.5511
www.fnbm.com

TOTAL FROM OTHER SIDE 250.00

SUB TOTAL 500.00

LESS CASH RECEIVED 750.00

\$ 750.00

Check: 0 Amount: \$750.00 Date: 10/11/2012
Run: 40, Batch: 1, Seq: 16

JOHN A VANDELL
13860 WELLINGTON TRACE SUITE B20
WELLINGTON, FL 33414

DATE 9/05/12

PAY TO THE ORDER OF Bob Margolis Legal Defense Fund \$ 250.00

Two Hundred Fifty / 100 DOLLARS

MEMO pell

Check: 0 Amount: \$250.00 Date: 10/11/2012
Run: 40, Batch: 1, Seq: 17

MARCIA J RADOSEVICH
6121 LAS PALMAS AVE
WELLINGTON FL 33419-6067

DATE 10/4/12

PAY to the order of Bob Margolis Legal Defense Fund \$ 500.00

Five Hundred Dollars

Bank of America

ACH 10/01/1000136

MEMO M. Radosevich

Check: 0 Amount: \$500.00 Date: 10/11/2012
Run: 40, Batch: 1, Seq: 18

4000010016 10-11-2012

105133722

10/11/12

CURRENCY	COUNT	FOR FINANCIAL INSTITUTION USE ONLY
100		
50		
20		
10		
5		
1		
TOTAL		

Check: 0 Amount: \$750.00 Date: 10/11/2012
Run: 40, Batch: 1, Seq: 16

4000010017 10-11-2012

105133722

10/11/12

DO NOT WRITE STAMP OR SIGN BELOW THIS LINE

ENDORSE HERE

For Radosevich only

Check: 0 Amount: \$250.00 Date: 10/11/2012
Run: 40, Batch: 1, Seq: 17

4000010018 10-11-2012

105133722

10/11/12

DO NOT WRITE STAMP OR SIGN BELOW THIS LINE

ENDORSE HERE

For Radosevich only

Check: 0 Amount: \$500.00 Date: 10/11/2012
Run: 40, Batch: 1, Seq: 18

Check: 0 Amount: \$500.00 Date: 10/22/2012
Run: 40, Batch: 1, Seq: 182

Check: 0 Amount: \$500.00 Date: 10/22/2012
Run: 40, Batch: 1, Seq: 182

Check: 80933553 Amount: \$500.00 Date: 10/22/2012
Run: 40, Batch: 1, Seq: 183

Check: 80933553 Amount: \$500.00 Date: 10/22/2012
Run: 40, Batch: 1, Seq: 183

*****AUTO**MIXED AADC 750
 5098 0.6270 MB 0.404 21 36 6
 BOB MARGOLIS LEGAL EXPENSE FUND TRUST
 JOSHUA DAVID MARGOLIS TRUSTEE
 657 JUNIPER PL
 WELLINGTON FL 33414

Date 11/30/12 Page 1 of 1
 Account Number [REDACTED]
 Enclosures

FOR YOUR CONVENIENCE YOUR MONTHLY STATEMENT WILL HAVE A NEW AND EASIER FORMAT AS OF JANUARY 2013. YOUR STATEMENTS WILL BE COMBINED SO YOU WILL RECEIVE A SINGLE ENVELOPE CONTAINING ALL OF YOUR STATEMENTS AND ACCOUNT INFORMATION. IN ADDITION TO MAKING RESEARCH AND RECONCILIATIONS EASIER, IT WILL BE SEPARATED INTO TWO SECTIONS: CREDITS/DEPOSITS AND DEBITS/CHECKS. PLEASE CONTACT ONE OF OUR PROFESSIONAL BANKERS AT 305-667-5511 WITH ANY QUESTIONS.

REGULAR CHECKING		Number of Enclosures	1
Account Number	[REDACTED]	Statement Dates 11/01/12 thru 11/30/12	
Previous Balance	1,334.00	Days in the statement period	30
Deposits/Credits	.00	Average Ledger	834
1 Checks/Debits	1,250.00	Average Collected	834
Service Charge	8.00		
Interest Paid	.00		
Ending Balance	76.00		

Activity in Date Order		Amount	Balance
Date	Description		
11/19	CHECK #99	1,250.00-	84.00
11/30	TOTAL OF SERVICE CHARGES	8.00-	76.00
11/30	BALANCE FEE IN S/C	8.00-	

CHECKS IN SERIAL NUMBER ORDER

Date	Check No.	Amount
11/19	99	1,250.00

*Indicates skip in Check Number

WITH MERCHANT CAPTURE YOU CAN MAKE CHECK DEPOSITS WITHOUT HAVING TO PHYSICALLY TRANSPORT THE DEPOSITS TO THE BANK. ENJOY MORE CONTROL OVER THE ITEMS PROCESSED. CONTACT US FOR MORE INFORMATION AT 305.667.5511.


63-587
670

DATE 11/15/12

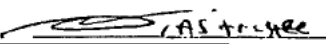
99

PAY TO THE ORDER OF Messer Caparello and Self, PA \$ 1250.00

One thousand two-hundred and fifty ⁰⁰/₁₀₀ — DOLLARS

 5750 Sunset Drive
South Miami, FL 33143
305.857.5511
www.fnbsm.com

MEMO [Redacted]

 AS trustee

Check 99 Amount \$1,250.00 Date 11/19/2012

ENDORSE PAY TO THE ORDER OF
PREMIER BANK
FOR DEPOSIT ONLY
MESSER CAPARELLO & SELF, P.A.
OPERATING ACCOUNT

R0210a0045_B

0000001404

Check 99 Back

*****AUTO**MIXED AADC 750
6523 0.4670 MB 0.404 24 37 7
BOB MARGOLIS LEGAL EXPENSE FUND TRUST
JOSHUA DAVID MARGOLIS TRUSTEE
657 JUNIPER PL
WELLINGTON FL 33414

Date 12/31/12 Page 1 of 1
Account Number [REDACTED]
Enclosures

FOR YOUR CONVENIENCE YOUR MONTHLY STATEMENT WILL HAVE A NEW AND EASIER FORMAT AS OF JANUARY 2013. YOUR STATEMENTS WILL BE COMBINED SO YOU WILL RECEIVE A SINGLE ENVELOPE CONTAINING ALL OF YOUR STATEMENTS AND ACCOUNT INFORMATION. IN ADDITION TO MAKING RESEARCH AND RECONCILIATIONS EASIER, IT WILL BE SEPARATED INTO TWO SECTIONS: CREDITS/DEPOSITS AND DEBITS/CHECKS. PLEASE CONTACT ONE OF OUR PROFESSIONAL BANKERS AT 305-667-5511 WITH ANY QUESTIONS.

REGULAR CHECKING		Number of Enclosures	0
Account Number	[REDACTED]	Statement Dates 12/01/12 thru 12/31/12	
Previous Balance	76.00	Days in the statement period	31
Deposits/Credits	.00	Average Ledger	76
Checks/Debits	.00	Average Collected	76
Service Charge	8.00		
Interest Paid	.00		
Ending Balance	68.00		

Activity in Date Order		Amount	Balance
Date	Description		
12/31	TOTAL OF SERVICE CHARGES	8.00-	68.00
12/31	BALANCE FEE IN S/C	8.00-	

WITH MERCHANT CAPTURE YOU CAN MAKE CHECK DEPOSITS WITHOUT HAVING TO PHYSICALLY TRANSPORT THE DEPOSITS TO THE BANK. ENJOY MORE CONTROL OVER THE ITEMS PROCESSED. CONTACT US FOR MORE INFORMATION AT 305.667.5511.

FIRST NATL BANK OF SOUTH MI . -- TEMPORARY STATEMENT

DATE 1/18/13

ACCOUNT NO. [REDACTED]

BOB MARGOLIS LEGAL EXPENSE FUND TRUST
JOSHUA DAVID MARGOLIS TRUSTEE
657 JUNIPER PL
WELLINGTON FL 33414

THIS TEMPORARY STATEMENT IS NOT A FORMAL STATEMENT OF ACCOUNT.
THESE ITEMS WILL BE REFLECTED AGAIN ON YOUR REGULARLY SCHEDULED
CHECKING ACCOUNT STATEMENT.

1-1-13
thru
1-17-13

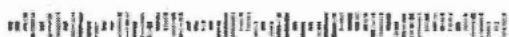
Balance 68.00



5750 Sunset Drive ▲ South Miami, FL 33143
7387 North Kendall Drive ▲ Miami, FL 33156
305.667.5511 ▲ www.fnbsm.com

*****AUTO**MIXED AADC 076
4948 0.4670 MB 0.404 19 40 3
BOB MARGOLIS LEGAL EXPENSE FUND TRUST
JOSHUA DAVID MARGOLIS TRUSTEE
657 JUNIPER PL
WELLINGTON FL 33414

Date 5/31/12 Page 1 of 1
Account Number [REDACTED]
Enclosures



REGULAR CHECKING		Number of Enclosures	0
Account Number	[REDACTED]	Statement Dates 5/17/12 thru 5/31/12	
Previous Balance	.00	Days in the statement period	15
2 Deposits/Credits	2,600.00	Average Ledger	1,933
Checks/Debits	.00	Average Collected	566
Service Charge	.00		
Interest Paid	.00		
Ending Balance	2,600.00		

Activity in Date Order			
Date	Description	Amount	Balance
5/17	DEPOSIT <i>our deposit to open acct</i>	100.00	100.00
* 5/21	DEPOSIT	2,500.00	2,600.00

WITH MERCHANT CAPTURE YOU CAN MAKE CHECK DEPOSITS WITHOUT HAVING TO PHYSICALLY
TRANSPORT THE DEPOSITS TO THE BANK. ENJOY MORE CONTROL OVER THE ITEMS
PROCESSED. CONTACT US FOR MORE INFORMATION AT 305.667.5511.

* Neil Hirsch

View A Single Item Image

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View: Actual size



Quality:

Optimize speed and quality 50/50.




Front

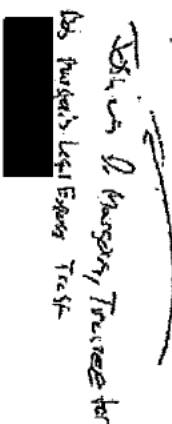
☒ Front & Back

Invert

Flip

NEIL S. HIRSCH		J.P.Morgan J.P.Morgan Chase Bank, N.A. New York, New York 1-2-210	10437
PAY TO THE ORDER OF		Bob Margolis Legal Expense Fund Trust	5/15/2012
		\$ **2,500.00	
Two Thousand Five Hundred and 00/100			DOLLARS
Bob Margolis Legal Expense Fund Trust c/o Josh Margolis, trustee 14345 SW 72nd Court Miami, FL 33158			
MEMO			

Account: [REDACTED] Item: 4000010177, Amount: \$2,500.00, Date: 5/21/2012 12:00:00 AM Run: 40, Batch: 1, Seq: 177, Ins: 0

4000010177 05-21-2012 > [REDACTED]	
------------------------------------	--

Account: [REDACTED] Item: 4000010177, Amount: \$2,500.00, Date: 5/21/2012 12:00:00 AM Run: 40, Batch: 1, Seq: 177, Ins: 0

*****AUTO**MIXED AADC 076
6451 0.4670 MB 0.404 22 42 4
BOB MARGOLIS LEGAL EXPENSE FUND TRUST
JOSHUA DAVID MARGOLIS TRUSTEE
657 JUNIPER PL
WELLINGTON FL 33414

Date 6/29/12 Page 1 of 1
Account Number [REDACTED]
Enclosures

REGULAR CHECKING		Number of Enclosures	0
Account Number	[REDACTED]	Statement Dates	6/01/12 thru 6/30/12
Previous Balance	2,600.00	Days in the statement period	30
Deposits/Credits	.00	Average Ledger	2,600
Checks/Debits	.00	Average Collected	2,600
Service Charge	.00		
Interest Paid	.00		
Ending Balance	2,600.00		

WITH MERCHANT CAPTURE YOU CAN MAKE CHECK DEPOSITS WITHOUT HAVING TO PHYSICALLY
TRANSPORT THE DEPOSITS TO THE BANK. ENJOY MORE CONTROL OVER THE ITEMS
PROCESSED, CONTACT US FOR MORE INFORMATION AT 305.667.5511.



5750 Sunset Drive ▲ South Miami, FL 33143
7887 North Kendall Drive ▲ Miami, FL 33156
305.667.5511 ▲ www.fnbsm.com

*****AUTO**MIXED AADC 076
5026 0.4670 MB 0.404 19 41 3
BOB MARGOLIS LEGAL EXPENSE FUND TRUST
JOSHUA DAVID MARGOLIS TRUSTEE
657 JUNIPER PL
WELLINGTON FL 33414

Date 7/31/12 Page 1 of 1
Account Number [REDACTED]
Enclosures



REGULAR CHECKING		Number of Enclosures	0
Account Number	[REDACTED]	Statement Dates	7/01/12 thru 7/31/12
Previous Balance	2,600.00	Days in the statement period	31
Deposits/Credits	.00	Average Ledger	2,600
Checks/Debits	.00	Average Collected	2,600
Service Charge	.00		
Interest Paid	.00		
Ending Balance	2,600.00		

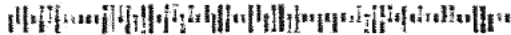
WITH MERCHANT CAPTURE YOU CAN MAKE CHECK DEPOSITS WITHOUT HAVING TO PHYSICALLY
TRANSPORT THE DEPOSITS TO THE BANK. ENJOY MORE CONTROL OVER THE ITEMS
PROCESSED. CONTACT US FOR MORE INFORMATION AT 305.667.5511.



5750 Sunset Drive ▲ South Miami, FL 33143
7887 North Kendall Drive ▲ Miami, FL 33156
305.667.5511 ▲ www.fnbsm.com

*****AUTO**MIXED AADC 076
5074 0.4670 MB 0.404 19 40 4
BOB MARGOLIS LEGAL EXPENSE FUND TRUST
JOSHUA DAVID MARGOLIS TRUSTEE
657 JUNIPER PL
WELLINGTON FL 33414

Date 8/31/12 Page 1 of 1
Account Number [REDACTED]
Enclosures



REGULAR CHECKING
Account Number [REDACTED]
Previous Balance 2,600.00
2 deposits/credits 5,000.00
checks/debits .00
Service Charge .00
Interest Paid .00
Ending Balance 7,600.00

Number of Enclosures 0
Statement Dates 8/01/12 thru 8/31/12
Days in the statement period 31
Average Ledger 5,551
Average Collected 5,390

Activity in Date Order		Amount	Balance
Date	Description		
* 8/13	DEPOSIT	4,500.00	7,100.00
** 8/20	DEPOSIT	500.00	7,600.00

WITH MERCHANT CAPTURE YOU CAN MAKE CHECK DEPOSITS WITHOUT HAVING TO PHYSICALLY
TRANSPORT THE DEPOSITS TO THE BANK. ENJOY MORE CONTROL OVER THE ITEMS
PROCESSED. CONTACT US FOR MORE INFORMATION AT 305.667.5511.

* Victoria McCullough
Wellington Land Development

** Herb Hoffman

VICTORIA D. MCCULLOUGH
1365 SANTA BARBARA DRIVE
WELLINGTON, FL 33414-7220

UBS Financial Services Inc. 2401
25-80/410

PAY TO THE ORDER OF *Bob M. Proctor* *Dep. Manager* *Wendy L. Proctor*
DATE *July 22, 2012*

John M. Proctor
DC, ARE ☒ ☐

Resources Management Account
800-762-500

ALBIDIEHG KILMIFRIST UNWYVYZ

UNUS BTHA, N.A.
NORTH CITY, MD 21105

1/202

Victoria D. McCullough



WELLINGTON LAND DEVELOPMENT LLC
3020 FAIRLANE FARM RD STE 4
WELLINGTON, FL 33414
(561) 333-9199

CHASE
JPMorgan Chase Bank, N.A.
www.CJ1888.com
63-8413-2670

2792

7/27/2012

PAY TO THE
ORDER OF Bob Margolis Legal Defense Fund

\$**500.00

Five Hundred and 00/100

DOLLARS

Bob Margolis Legal Defense Fund

MEMO

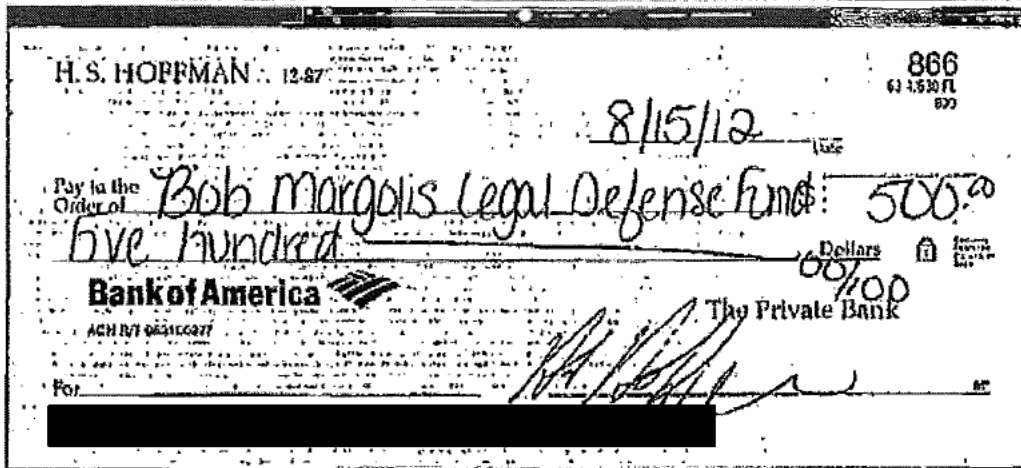
AUTHORIZED SIGNATURE

Security features. Details on back.

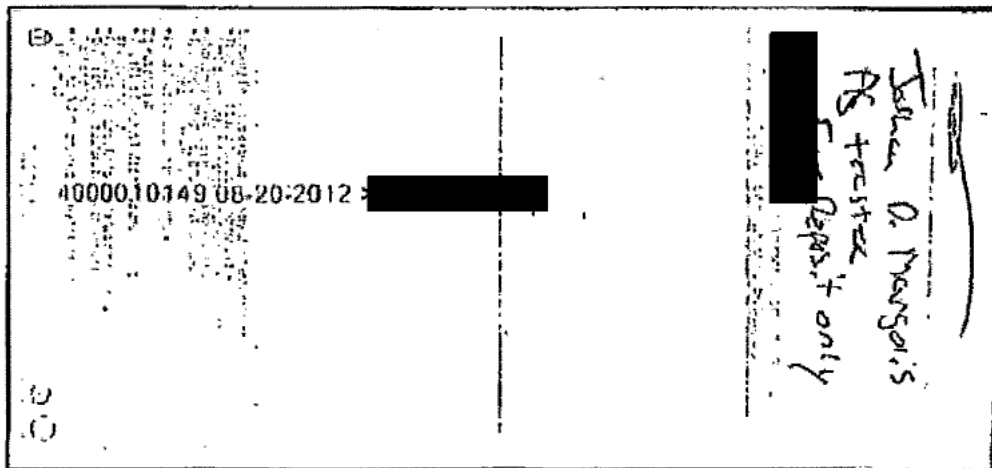
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View: Actual size Quality: Optimize speed and quality 50/50. ☐ Front ☒ Front & Back Invert Flip



Account: 1441574656-F, Item: 4000010149, Amount: \$500.00, Date: 8/20/2012 12:00:00 AM Run: 40, Batch: 1, Seq: 149, Ins: 0



Account: [REDACTED] Item: 4000010149, Amount: \$500.00, Date: 8/20/2012 12:00:00 AM Run: 40, Batch: 1, Seq: 149, Ins: 0



5750 Sunset Drive ▲ South Miami, FL 33143
7887 North Kendall Drive ▲ Miami, FL 33156
305.667.5511 ▲ www.fnbsm.com

*****AUTO**MIXED AADC 076
6583 0.6270 MB 0.404 22 39 5
BOB MARGOLIS LEGAL EXPENSE FUND TRUST
JOSHUA DAVID MARGOLIS TRUSTEE
657 JUNIPER PL
WELLINGTON FL 33414

Date 9/28/12 Page 1 of 1
Account Number [REDACTED]
Enclosures 1



REGULAR CHECKING		Number of Enclosures	1
Account Number	[REDACTED]	Statement Dates	9/01/12 thru 9/30/12
Previous Balance	7,600.00	Days in the statement period	30
Deposits/Credits	.00	Average Ledger	1,100
1 checks/debits	7,500.00	Average Collected	1,100
Service Charge	8.00		
Interest Paid	.00		
Ending Balance	92.00		

Activity in Date Order

Date	Description	Amount	Balance
9/05	CHECK #98 Mark Herron	7,500.00-	100.00
9/30	TOTAL OF SERVICE CHARGES	8.00-	92.00
9/30	BALANCE FEE IN S/C	8.00-	

CHECKS IN SERIAL NUMBER ORDER

Date	check No.	Amount
9/05	98	7,500.00

*Indicates skip in check Number

WITH MERCHANT CAPTURE YOU CAN MAKE CHECK DEPOSITS WITHOUT HAVING TO PHYSICALLY
TRANSPORT THE DEPOSITS TO THE BANK. ENJOY MORE CONTROL OVER THE ITEMS
PROCESSED. CONTACT US FOR MORE INFORMATION AT 305.667.5511.



5750 Sunset Drive ▲ South Miami, FL 33143
7887 North Kendall Drive ▲ Miami, FL 33156
305.667.5511 ▲ www.fnbsm.com

Page: 2 of 2
Primary Account: 105133722

10-987 470 98

DATE Aug 30, 2012

PAY TO THE ORDER OF Messer, Caparelli and Self, PA \$ 7500.00

Seven Thousand Five hundred and 00/100 DOLLARS

5750 Sunset Drive
South Miami, FL 33143
305-667-5511
www.fnbsm.com

Legal Fees

As Trustee

Check 25 Amount \$7,500.00 Date 9/5/2012

ENDORSE HERE

PAY TO THE ORDER OF
MEMBER BANK
FOR DEPOSIT ONLY
MEMBER CAPARELLI & SELF, P.A.
CREATING ACCOUNT

DO NOT WRITE IN THESE SPACES

000001759 R0212a0036_B

Check 25 Back



5750 Sunset Drive ▲ South Miami, FL 33143
7857 North Kendall Drive ▲ Miami, FL 33156
305.667.5511 ▲ www.fnbsm.com



*****AUTO**MIXED AADC 750
5046 0.4670 MB 0.404 20 37 5
BOB MARGOLIS LEGAL EXPENSE FUND TRUST
JOSHUA DAVID MARGOLIS TRUSTEE
657 JUNIPER PL
WELLINGTON FL 33414

Date 10/31/12 Page 1 of 1
Account Number [REDACTED]
Enclosures

DUE TO HURRICANE SANDY PROCESSING ISSUES, ANY CHECK OR DEPOSITS MADE ON THE BUSINESS DAYS OF OCTOBER 29TH TO THE 31ST WILL REFLECT AS OCTOBER 31 TRANSACTIONS. WE APOLOGIZE FOR ANY INCONVENIENCE. PLEASE CONTACT US WITH ANY QUESTIONS OR CONCERNS AT 305.667.5511.

REGULAR CHECKING		Number of Enclosures	0
Account Number	[REDACTED]	Statement Dates 10/01/12 thru 10/31/12	
Previous Balance	92.00	Days in the statement period	31
2 Deposits/Credits	1,250.00	Average Ledger	761
Checks/Debits	.00	Average Collected	721
Service Charge	8.00		
Interest Paid	.00		
Ending Balance	1,334.00		

Activity in Date Order		Amount	Balance
Date	Description		
10/11	DEPOSIT	750.00	842.00
10/22	DEPOSIT	500.00	1,342.00
10/31	TOTAL OF SERVICE CHARGES	8.00-	1,334.00
10/31	BALANCE FEE IN S/C	8.00-	

WITH MERCHANT CAPTURE YOU CAN MAKE CHECK DEPOSITS WITHOUT HAVING TO PHYSICALLY TRANSPORT THE DEPOSITS TO THE BANK. ENJOY MORE CONTROL OVER THE ITEMS PROCESSED. CONTACT US FOR MORE INFORMATION AT 305.667.5511.

John Van Dell
Marcia Radosovich
Richard Abedon

JOHN A VANDELL
1735 WILKINSON TRAIL, N.E. 200
WILKINSON, FL 32115

32E

6/25/13

Pay to the order of John A. Vandell \$ 250.00

Two Hundred and Fifty Dollars

DALLAS, TX

Statefield

[Signature]

[Redacted]

2904

642 2010

1840

Bank of America 

“ΣΥΝΤΡΟΦΗ”

Account: **CONTRIBUTION** PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER **\$500.00**

RICHARD L. ABEDON SR OF
ROBIN S. ABEDON
12304 MEZAR WAY
WOLFRINGTON, FL 33414-6410

Please Direct Any Questions To: 377-246-7923
Payment Processing Center
P.O. Box 1228
Hickory, NC 27604-1228
NORTHERN TRUST

70-23*2719
0000333529
October 12, 2012

Pay **FIVE HUNDRED AND 00/100** **DOLLARS**

To The Order Of

000011AT 0374 3-D 333 ***
>08961 2183424 001 0A0005 00001/00001
ROB MARGOLIS LEGAL DEFENSE FUND
C/O JUST MARGOLIS, ESC, TRUSTEE
501 N LAS OLAS BLVD STE 1600
FORT LAUDERDALE, FL 33301-4502

\$ *****500.00

RESERVE FUND IF NOT CASHED WITHIN 60 DAYS

2. 1. 12
AUTHORIZED SIGNATURE

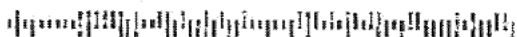




5750 Sunset Drive ▲ South Miami, FL 33143
7857 North Kendall Drive ▲ Miami, FL 33156
305.667.5511 ▲ www.fnbsm.com

*****AUTO**MIXED AADC 750
5098 0.6270 KB 0.404 21 36 6
BOB MARGOLIS LEGAL EXPENSE FUND TRUST
JOSHUA DAVID MARGOLIS TRUSTEE
657 JUNIPER PL
WELLINGTON FL 33414

Date 11/30/12 Page 1 of 1
Account Number [REDACTED]
Enclosures 1



FOR YOUR CONVENIENCE YOUR MONTHLY STATEMENT WILL HAVE A NEW AND EASIER FORMAT AS OF JANUARY 2013. YOUR STATEMENTS WILL BE COMBINED SO YOU WILL RECEIVE A SINGLE ENVELOPE CONTAINING ALL OF YOUR STATEMENTS AND ACCOUNT INFORMATION. IN ADDITION TO MAKING RESEARCH AND RECONCILIATIONS EASIER, IT WILL BE SEPARATED INTO TWO SECTIONS: CREDITS/DEPOSITS AND DEBITS/CHECKS. PLEASE CONTACT ONE OF OUR PROFESSIONAL BANKERS AT 305-667-5511 WITH ANY QUESTIONS.

REGULAR CHECKING		Number of Enclosures	1
Account Number	[REDACTED]	Statement Dates 11/01/12 thru 11/30/12	
Previous balance	1,334.00	Days in the statement period	30
Deposits/Credits	.00	Average Ledger	834
1 checks/debits	1,250.00	Average Collected	834
Service Charge	8.00		
Interest Paid	.00		
Ending Balance	76.00		

Activity in Date Order		Amount	Balance
Date	Description		
11/19	CHECK #99 Mark Herron	1,250.00-	84.00
11/30	TOTAL OF SERVICE CHARGES	8.00-	76.00
11/30	BAIANCE FEE IN S/C	8.00-	

CHECKS IN SERIAL NUMBER ORDER

Date	Check No.	Amount
11/19	99	1,250.00

*Indicates skip in Check Number

WITH MERCHANT CAPTURE YOU CAN MAKE CHECK DEPOSITS WITHOUT HAVING TO PHYSICALLY TRANSPORT THE DEPOSITS TO THE BANK. ENJOY MORE CONTROL OVER THE ITEMS PROCESSED. CONTACT US FOR MORE INFORMATION AT 305.667.5511.

View A Single Item Image


When finished viewing you may [return to the previous page](#) or [perform another search](#).View: Actual size Quality: Optimize speed and quality 50/50. ☐ Front ☒ Front & Back Invert Flip Apply


99

DATE 11/15/12

PAY TO THE ORDER OF Messer Caparelli and Self, PA \$1250.00

One thousand two hundred and fifty 00/100 DOLLARS

 5750 Sunset Drive
South Miami, FL 33143
305.667.5511
www.nbmi.com



Account:105133722-D, Item:100010540, Amount:\$1,250.00, Date:11/19/2012 12:00:00 AM Run: 1, Batch: 1, Seq: 540, Ins: 0

063114108
R0210a0045_B

000001404

ENDORSE PAY TO THE ORDER OF
PREMIER BANK
FOR DEPOSIT ONLY
MESSER, CAPARELLI & SELF, P.A.
OPERATING ACCOUNT

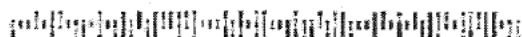
Item:100010540, Amount:\$1,250.00, Date:11/19/2012 12:00:00 AM Run: 1, Batch: 1, Seq: 540, Ins: 0



5750 Sunset Drive ▲ South Miami, FL 33143
7987 North Kendall Drive ▲ Miami, FL 33156
305.667.5511 ▲ www.fnbsm.com

*****AUTO**MIXED AADC 750
6523 0.4670 MB 0.404 24 37 7
BOB MARGOLIS LEGAL EXPENSE FUND TRUST
JOSHUA DAVID MARGOLIS TRUSTEE
657 JUNIPER PL
WELLINGTON FL 33414

Date 12/31/12 Page 1 of 1
Account Number [REDACTED]
Enclosures



FOR YOUR CONVENIENCE YOUR MONTHLY STATEMENT WILL HAVE A NEW AND EASIER FORMAT AS OF JANUARY 2013. YOUR STATEMENTS WILL BE COMBINED SO YOU WILL RECEIVE A SINGLE ENVELOPE CONTAINING ALL OF YOUR STATEMENTS AND ACCOUNT INFORMATION. IN ADDITION TO MAKING RESEARCH AND RECONCILIATIONS EASIER, IT WILL BE SEPARATED INTO TWO SECTIONS: CREDITS/DEPOSITS AND DEBITS/CHECKS. PLEASE CONTACT ONE OF OUR PROFESSIONAL BANKERS AT 305-667-5511 WITH ANY QUESTIONS.

REGULAR CHECKING		Number of Enclosures	0
Account Number	[REDACTED]	Statement Dates 12/01/12 thru 12/31/12	
Previous Balance	76.00	Days in the statement period	31
Deposits/Credits	.00	Average Ledger	76
Checks/Debits	.00	Average Collected	76
Service Charge	8.00		
Interest Paid	.00		
Ending Balance	68.00		

Activity in Date Order		Amount	Balance
Date	Description		
12/31	TOTAL OF SERVICE CHARGES	8.00-	68.00
12/31	BALANCE FEE IN S/C	8.00-	

WITH MERCHANT CAPTURE YOU CAN MAKE CHECK DEPOSITS WITHOUT HAVING TO PHYSICALLY TRANSPORT THE DEPOSITS TO THE BANK. ENJOY MORE CONTROL OVER THE ITEMS PROCESSED. CONTACT US FOR MORE INFORMATION AT 305.667.5511.

52312
FIRST NATIONAL BANK OF SOUTH MIAMI
3399 PONCE DE LEON BLVD
MIAMI, FL 33134
(305) 667-5511

OWNERSHIP OF ACCOUNT - CONSUMER PURPOSE (Select one and initial):

- ☐ Single-Party Account ☐ Multiple-Party Account
☐ Multiple-Party Account - Tenancy by the Entireties
☒ Trust-Separate Agreement Dated: 05/01/12
☒ TRUST

RIGHTS AT DEATH (Select one and initial):

- ☐ Single-Party Account
☐ Single-Party Account With Pay-on-Death Designation (name beneficiaries below)
☐ Multiple-Party Account With Right of Survivorship
☐ Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation (name beneficiaries below)
☐ Multiple-Party Account Without Right of Survivorship

NAME OR NAMES OF BENEFICIARIES:

OWNERSHIP OF ACCOUNT - BUSINESS PURPOSE

- ☐ SOLE PROPRIETORSHIP ☐ PARTNERSHIP
☐ CORPORATION: ☐ FOR PROFIT ☐ NOT FOR PROFIT
☐ LIMITED LIABILITY COMPANY
☐

BUSINESS:

COUNTY & STATE
OF ORGANIZATION:

AUTHORIZATION DATED: 5-17-12

DATE OPENED 05/09/12 BY Gabriel Varela

INITIAL DEPOSIT \$ 100.00 ☐ CASH ☒ CHECK

HOME TELEPHONE # (561) 793-0313

BUSINESS PHONE #

E-MAIL

EMPLOYER VILLAGE OF WELLINGTON

Name and address of someone who will always know your location:

BACKUP WITHHOLDING CERTIFICATIONS

TIN: [REDACTED]

☒ **TAXPAYER I.D. NUMBER** - The Taxpayer Identification Number shown above (TIN) is my correct taxpayer identification number.

☒ **BACKUP WITHHOLDING** - I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

☐ **EXEMPT RECIPIENTS** - I am an exempt recipient under the Internal Revenue Service Regulations.

SIGNATURE: I certify under penalties of perjury the statements checked in this section and that I am a U.S. person (including a U.S. resident alien).

X [Signature] (Date) 5/17/12

ACCOUNT NUMBER [REDACTED]

ACCOUNT OWNER(S) NAME & ADDRESS

BOB MARGOLIS LEGAL EXPENSE FUND TRUST
JOSHUA DAVID MARGOLIS TRUSTEE
657 Juniper Pl
Wellington FL 33414

TYPE OF ACCOUNT
☒ NEW ☐ EXISTING
☒ CHECKING ☐ SAVINGS
☐ MONEY MARKET ☐ CERTIFICATE OF DEPOSIT
☐ NOW ☐

This is your (check one): ☒ REGULAR ☐ CHECKING

☒ Permanent ☐ Temporary account agreement.

Number of signatures required for withdrawal 1

FACSIMILE SIGNATURE(S) ALLOWED? ☐ YES ☒ NO

[X]

SIGNATURE(S) - The undersigned agree to the terms stated on every page of this form and acknowledge receipt of a completed copy. The undersigned further authorize the financial institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals. The undersigned also acknowledge the receipt of a copy and agree to the terms of the following disclosure(s):

- ☒ Deposit Account ☒ Funds Availability ☒ Truth in Savings
☒ Electronic Fund Transfers ☒ Privacy ☒ Substitute Checks
☐

(1): [X] [Signature]

JOSHUA DAVID MARGOLIS

I.D. # [REDACTED] D.O.B. 05/22/81

S.S. # [REDACTED]

(2): [X]

I.D. #

S.S. #

D.O.B.

(3): [X]

I.D. #

S.S. #

D.O.B.

(4): [X]

I.D. #

S.S. #

D.O.B.

☐ Convenience Account Agent (Single-Party Accounts Only)

[X]

I.D. #

S.S. #

D.O.B.

YOUR DEPOSIT ACCOUNT TERMS AND CONDITIONS

AGREEMENT - These terms govern the operation of this account unless varied or supplemented in writing. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so that the singular includes the plural and the plural includes the singular. As used in this form, the words "we," "our," or "us" mean the financial institution and the words "you" or "your" mean the account holder(s). "Party" means a person who, by the terms of this account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent. This account may not be transferred or assigned without our written consent.

Much of our relationship with our deposit customers is regulated by state and federal law, especially the law relating to negotiable instruments, the law regulating the methods of transferring property upon death and the rights of surviving spouses and dependents, the law pertaining to estate and other succession taxes, the law regarding electronic funds transfer, and the law regarding the availability of deposited funds. This body of law is too large and complex to be reproduced here.

The purpose of this form is to:

- (1) summarize the rules applicable to the more common transactions;
- (2) establish rules to govern transactions or circumstances which the law does not regulate; and
- (3) establish rules for certain events or transactions which the law already regulates but permits variation by agreement.

We may permit some variations from this standard agreement, but any such variations must be agreed to in writing either on our signature card for the account or in some other written form.

LIABILITY - Each of you agrees, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges that may be imposed. You authorize us to deduct these charges as accrued directly from the account balance. You also agree to pay additional reasonable charges we may impose for services you request which are not contemplated by this agreement. Each of you also agrees to be jointly and severally liable for any account deficit resulting from charges or overdrafts, whether caused by you or another authorized to withdraw from this account, and the costs we incur to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees.

DEPOSITS - Any items, other than cash, accepted for deposit (including items drawn "on us") will be given provisional credit only until collection is final (and actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars). Subject to any other limitations, interest will be paid only on collected funds, unless otherwise provided by law. We are not responsible for transactions initiated by mail or outside depository until we actually record them. All transactions received after our "daily cut-off time" on a business day we are open, or received on a day in which we are not open for business, will be treated and recorded as if initiated on the next following business day that we are open.

WITHDRAWALS - Unless otherwise clearly indicated on the account records, any one of you who signs this form including authorized signers, may withdraw or transfer all or any part of the account balance at any time on forms approved by us, regardless of the type of ownership chosen. Each of you (until we receive written notice to the contrary) authorizes each other person signing this form to endorse any item payable to you or your order for deposit to this account or any other transaction with us. We may charge against your account a check, even though payment was made before the date of the check, unless you have given us written notice of the postdating. The fact that we may honor withdrawal requests which overdraw the finally collected account balance does not obligate us to do so, unless required by law. Withdrawals will first be made from collected funds, and we may, unless prohibited by law or our written policy, refuse any withdrawal request against uncollected funds, even if our general practice is to the contrary. We reserve the right to refuse any withdrawal or transfer request which is attempted by any method not specifically permitted, which is for an amount less than any minimum withdrawal requirement, or which exceeds any frequency limitation. Even if we honor a nonconforming request, repeated abuse of the stated limitations (if any) may eventually force us to close this account. We will use the date a transaction is completed by us (as opposed to the day you initiate it) to apply the frequency limitations. On interest-bearing accounts other than time deposits, we reserve the right to require at least seven days' written notice before any withdrawal or transfer. Withdrawals from a time deposit prior to maturity or prior to the expiration of any notice period may be restricted and may be subject to penalty. See your notice of penalties for early withdrawal.

ACH AND WIRE TRANSFERS - This agreement is subject to Article 4A of the Uniform Commercial Code in the state in which you have your account with us. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

OWNERSHIP OF ACCOUNT - You intend these rules to apply to this account depending on the form or ownership and beneficiary designation, if any, specified on page 1. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. **Single-Party Account** - Such an account is owned by one party. **Multiple-Party Account** - Such an account is payable on request to one or more of two or more parties, whether or not a right of survivorship is mentioned. **Multiple-Party Account - Tenancy by the**

Entireties - The parties to the account are husband and wife and hold the account as tenants by the entirety. **Corporate, Partnership, and Other Organizational Accounts** - We will usually require a separate authorization form designating the person permitted and conditions required for withdrawal from any account in the name of a legal entity such as a partnership, corporation or other organization. We will honor such authorization according to its terms until it is amended or terminated in writing by the governing body of such organization.

RIGHTS AT DEATH - Single-Party Account - At death of the party, ownership passes as part of the party's estate. **Single-Party Account With Pay-on-Death Designation** - At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the party's estate. **Multiple-Party Account With Right of Survivorship** - At death of a party, ownership passes to the surviving party or parties. **Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation** - At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate. **Multiple-Party Account Without Right of Survivorship** - At death of party, deceased party's ownership passes as part of deceased party's estate.

STOP-PAYMENTS - A stop-payment order must be given in the manner required by law and must be received in time to give us a reasonable opportunity to act on it before our stop-payment cut-off time. Our stop-payment cut-off time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop-payment are provided by law. A stop-payment order must precisely identify the number, date and amount of the item, and the payee. We will honor a stop-payment request by the person who signed the particular item, and, by any other person, even though such other person did not sign the item, if such other person has an equal or greater right to withdraw from this account than the person who signed the item in question. A release of the stop-payment request may be made only by the person who initiated the stop-payment.

AMENDMENTS AND TERMINATION - We may change any term of this agreement. Rules governing changes in interest rates have been provided separately. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Notice from us to any one of you is notice to all of you.

STATEMENTS - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized payments or alterations, you must promptly notify us of the relevant facts. If you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we exercised ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items forged or altered by the same wrongdoer. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but that such time will not, in any circumstance, exceed a total of 30 days from when the statement is first made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries or any other errors in your account within 60 days of when we make the statement available, you cannot assert a claim against us on any items in that statement, and the loss will be entirely yours. This 60 day limitation is without regard to whether we exercised ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

DIRECT DEPOSITS - If, in connection with a direct deposit plan, we deposit any amount in this account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from this account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

TEMPORARY ACCOUNT AGREEMENT - If this option is selected, we may restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

SET-OFF - You each agree that we may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note. This right of set-off does not apply to this account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan, or (c) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of set-off.

FACSIMILE SIGNATURES - You authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen on page 1 of this agreement, or that are filed separately with us, and contain the required number of signatures for this purpose.

CONVENIENCE ACCOUNT AGENT - A convenience account, as defined by Florida law, means a deposit account other than a certificate of deposit, in the name of one individual, in which one or more other individuals have been designated as agent with the right to make deposits to and withdraw funds from or draw checks on such account on your behalf. A convenience account agent has no ownership rights in the account. Only an owner may designate, substitute, or remove an agent.

RESTRICTIVE LEGENDS - We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in a writing signed by one of our officers. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000."

(page 2 of 2)



TRUST AUTHORIZATION

"TRUST"

Bob Margolis Legal Expense
Fund Trust

"FINANCIAL INSTITUTION" NAME AND ADDRESS"

First National Bank of South Miami
5750 Sunset Drive
South Miami, FL 33143

Taxpayer ID: [REDACTED]

GRANTOR(S):

Robert S. Margolis

TRUSTEE(S):

Joshua P. Margolis

SUCCESSOR TRUSTEE(S) IN ORDER OF SUCCESSION:

TRUST PREPARER:

Mark Herron, Esq.

Trust is: ☒ a Revocable Trust ☐ an Irrevocable Trust Trust Dated: 5/11/12

TRUST CERTIFICATIONS. This Trust is duly formed and validly existing under the laws of Florida. Trustees have the power and authority to provide this Authorization, to confer the powers granted in this Authorization and to carry on Trust's activities as now being conducted.

If Trustee is unable or unwilling to serve as Trustee, then the Successor Trustees (in the order indicated) may serve as a successor trustee and authorized to act hereunder on providing Financial Institution with properly authenticated signature or documentation that is satisfactory to Financial Institution. In determining whether Trustee is serving and can execute this Authorization, Financial Institution can rely on any of the following: (a) a certified death certificate of Trustee; (b) a writing signed by Trustee either resigning or declining; or (c) a certified court order.

All prior transactions obligating Trust to Financial Institution by or on behalf of Trust are ratified by execution of this Authorization. The signatures of the Undersigned are conclusive evidence of their authority to act on behalf of Trust. Any revocation, modification or replacement of this Authorization must be in writing and accompanied by documentation, satisfactory to Financial Institution, establishing the authority for the change. If this Authorization anticipates the creation of any debts, Trustee agrees not to combine proceeds from collateral securing any debts owed to Financial Institution with unrelated funds.

GENERAL AUTHORIZATIONS. Trustee authorizes and agrees that Financial Institution is designated to provide Trust the financial accommodations indicated in this Authorization, subject to the Financial Institution's rules, as they may change from time to time. If any dispute should arise with respect to Trust funds or the powers granted by this Authorization, Trustee agrees that Financial Institution may, immediately after giving Trustee notice, suspend any transactions until the dispute is resolved to Financial Institution's satisfaction.

JDM

Initials

We make it easy!™



TRUST AUTHORIZATION

SIGNATURE REQUIREMENTS. The Trustees agree that signature requirements for transactions with the Financial Institution shall be as follows:

- ▲ Open or Close any deposit accounts in Trust's name, including, without limitation, accounts such as checking, savings and certificates of deposit. Number of signatures required: 1.
- ▲ Enter into and execute any preauthorized electronic transfer agreements for automatic withdrawals, deposits or transfers initiated through an electronic ATM or point-of-sale terminal, telephone, computer or magnetic tape using an access device like an ATM or debit card, a code or other similar means. **Not available for accounts that require more than one signature.**
- ▲ Enter into and execute commercial wire transfer agreements that authorize transfers by telephone or other communication systems through the network chosen by Financial Institution. **Not available for accounts that require more than one signature.**
- ▲ Endorse for cash, deposit, negotiation, or collection by Financial Institution any and all checks, drafts, and certificates of deposit and other instruments or orders for the payment of money owned or held by Trust. Number of signatures required: 1.
- ▲ Sign checks or orders for the payment of money. Withdraw or transfer funds on deposit with you. Number of signatures required: 1.
- ▲ Enter into and execute a written night depository agreement, a lock-box agreement or a safe deposit box lease agreement. Number of signatures required: 1.

LIABILITY. The Trustees certify that Trust authorizes and the Trustees do hereby indemnify Financial Institution for any amounts that Financial Institution pays in the disbursement of Trust account funds as they may direct. Trustees agree to reimburse Financial Institution for any transfers made at their direction, in whatever capacity or name, that are subsequently determined to be improper or unauthorized by the Trust. Trustees do hereby indemnify and will reimburse Financial Institution for any damages Financial Institution has paid or owes to claimants on Trust account funds, and attorneys' fees and costs Financial Institution incurs to resolve any proceeding about the disbursement of Trust account funds.

FINANCIAL INSTITUTION NOT LIABLE. Trustees certify that Financial Institution is not acting as Trustee for the Trust. Financial Institution has assumed no obligation, other than that imposed by law, to assure that Trust assets are properly applied when paid to designated individuals or properly delivered at their direction. At Financial Institutions request, Trustee will provide Financial Institution with a complete and current copy of the Trust documentation, and Financial Institution may retain this copy. Financial Institution does not assume any obligation to monitor or enforce the Trust's terms.

INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Authorization.

SIGNATURES. By signing the Undersigned certify that they are the current Trustee(s) and are authorized to act on behalf of the Trust in fulfilling the purposes of this Authorization. The Undersigned certify that they are authorized and directed to execute an original or a copy of this Authorization to Financial Institution. The Undersigned further certify that all information herein is correct and agree to the terms contained in this Authorization on May 17, 2012 (date). The Undersigned also acknowledge receipt of a copy of this Authorization.

This Authorization:

☒ is an original authorization and does not replace or supplement any previous authorization.

☐ replaces the authorization dated _____

By: Soshee R. Margolis, Trustee By: _____

By: _____ By: _____

By: _____ By: _____

FOR FINANCIAL INSTITUTION USE ONLY	
[Redacted] Authorization reviewed and accepted on: <u>5-17-12</u>	
By: <u>Lester Montfilee</u>	<u>BM-VP</u> Date
Officer Name	Title

BOB MARGOLIS LEGAL EXPENSE FUND TRUST

THIS INDENTURE, made this 1st day of May, 2012, between Robert S. Margolis, of Wellington, Palm Beach County, Florida (herein referred to as the "Grantor"), and, Joshua D. Margolis, Esq., of Palmetto Bay, Miami-Dade County, Florida (herein referred to as the "Trustee").

WITNESSETH: That the Grantor hereby transfers and delivers to the Trustee \$100.00, the receipt of which is hereby acknowledged by the Trustee, to have and hold unto the Trustee, his successor and assigns, in trust nevertheless, as follows:

FIRST: The Trustee is directed to hold, manage, invest and reinvest the same and any other property received from other persons or entities on behalf of the Grantor under the terms of Article SECOND hereof. The Trustee shall collect the income thereof, and, until the termination of the trust as herein provided, shall pay to the Grantor not less often than annually such amounts equal to the income taxes imposed on the Grantor by reason of inclusion of the income of the trust in the Grantor's tax return, and shall accumulate and add to the principal of the trust the balance of the net income not so paid. The Trustee may rely on Grantor's accountant for a determination of the amount of such taxes.

During the continuance of the trust, the Trustee shall from time to time pay to or for the benefit of the Grantor from the principal of the trust (including the whole thereof), directly or by reimbursement of the Grantor, the legal fees and related expenses, including travel expenses, incurred by the Grantor, or others on his behalf, in the defense or conduct of any legal or other proceedings relating to the March 31, 2012 Village of Wellington elections.

Upon the termination of all legal or other proceedings referenced above to which the Grantor (or his estate) may be a party and the expiration of time within which all appeals may be filed and upon the payment of all unpaid legal fees and related expenses relating to such legal proceedings, the trust shall terminate and the Trustee shall pay over and distribute the principal of the trust to the Grantor, or, if not living at that time, to the personal representative of the estate of the Grantor.

SECOND: The trust estate hereunder may be increased from time to time by the addition of such property as may be added to it by the Grantor or by any other person or entity (other than an employee of the Village of Wellington) who makes a contribution directly to the Trustee on behalf of the Grantor; provided, however, that the Trustee shall not be empowered to accept a contribution from a political committee, committee of continuous existence, or a lobbyist, or the partner, firm, employer or principal of a lobbyist, with a value in excess of \$100 in any calendar year. For the purposes of this Trust Agreement, a "lobbyist" is:

a natural person who, for compensation, seeks, or sought during the preceding 12 months, to influence the governmental decision-making of the Mayor or any officer or employee of the Village of Wellington or seeks, or sought during the preceding 12 months, to encourage the passage, defeat, or modification of any proposal or recommendation by the governmental decision-making of the Mayor or any officer or employee of the Village of Wellington.

This definition includes, but is not limited to, or from a vendor, or the owner, director, manager or employee of a vendor doing business, or seeking to do business with, the Village of Wellington.

The Trustee shall notify the Grantor at least monthly, in writing, of each contribution received by the Trust, and shall provide the Grantor with the names and addresses of the persons and entities making contributions. Within thirty (30) days of receipt of the notice of any such

contribution, the Grantor may disclaim any such contribution by written notice delivered to the Trustee. Promptly upon receipt of any such notice of disclaimer by the Grantor, the Trustee shall return such contribution to person or entity having made it.

The Trustee shall assist the Grantor in preparing any report regarding contributions received by the Trust which is required by law. At a minimum, contributions received by the Trust from any person who is not a lobbyist, or the partner, firm, employer or principal of a lobbyist, with a value in excess of \$100, must be reported on the "Quarterly Gift Disclosure Form," CE Form 9 in accordance with the Code of Ethics for Public Officers and Employees, Part III of Chapter 112, Florida Statutes, and the Palm Beach County Ethics Ordinance.

THIRD: Without limitation of the powers conferred upon the Trustee by statute or by law, the Trustee is specifically authorized and empowered: (1) To employ such agents, attorneys, accountants, advisors, custodians, consultants and other persons as the Trustee may deem advisable in the administration of the Trust, and may pay them such compensation as the Trustee may deem proper, notwithstanding that the Trustee may be affiliated with a firm which is retained by a Trustee; (b) to raise funds and solicit donations from the general public to carry out the purposes of the trust, and to pay the reasonable expenses of any such fund-raising; and (c) in general, to exercise all powers in the management of the trust which any individual could exercise in the management of similar property owned in his or her own right, upon such terms and conditions as the Trustee may deem best, and to execute and deliver all instruments and to do all acts which the Trustee may deem necessary or advisable to carry out the purposes of the trust.

The Trustee is specifically limited with respect to any property held by him to invest only in one or more of the following: (a) Obligations of the United States; (b) bank deposits

maintained at a depository institution or trust company organized under the laws of the United States or any state thereof; and (c) mutual funds investing solely in short-term obligations (i.e., money market funds).

FOURTH: The Trustee is empowered to pay any taxes which may become due and payable from time to time with respect to the trust hereunder, or any transfer thereof or transaction affecting the same, under the laws of any jurisdiction which the Trustee is advised may validly tax the same.

FIFTH: The Trustee shall have no individual or collective liability for the expenses incurred by the Grantor or the trust. The Trustee shall be indemnified for and held harmless from and against any and all expenses, claims, demands, costs or charges, including but not limited to, costs and fees related to any legal action, other than for fraud or conversion, pursuant to the terms of, or as a consequence of, this Indenture. The sole source of funds to be used for indemnification of the Trustee shall be the property of the trust and from such insurance policies, if any, as may be obtained by the Trustee on behalf of the trust.

SIXTH: The Trustee may from time to time delegate to such agents as it shall appoint or employ such ministerial acts related to the administration of the trust as he may see fit.

SEVENTH: The Trustee at any time acting hereunder may resign and be discharged from the trust hereunder by giving written notice of such resignation, duly acknowledged, to the Grantor.

The Grantor shall have authority to remove the Trustee at any time acting hereunder, and to designate an individual or bank or trust company to serve as the successor to the Trustee who for any reason, including removal by the Grantor, shall cease to serve. The Grantor shall also have authority to appoint additional Trustees to serve hereunder, whether individuals, banks or

trust companies. Any such removal or appointment shall be by written instrument, duly acknowledged, and may be revoked at any time before its taking effect by written instrument, duly acknowledged.

In case the Trustee at any time acting hereunder for any reason shall cease so to act, the Trustee or his personal representative, as the case may be, upon the effective date of his, her or its resignation or upon his or her death, shall turn over the assets of the trust estate held hereunder to the successor Trustee, and shall execute and deliver all instruments which may be necessary to vest title in such successor Trustee.

Upon a preceding Trustee's ceasing to act hereunder, any successor Trustee named herein or designated as hereinabove provided and then entitled to act hereunder shall qualify by delivering or mailing written acceptance of the trust, duly acknowledged, to the Grantor.

Except as otherwise expressly provided herein, all estates, powers, trusts, duties and discretion herein created or conferred shall extend to any Trustee who at any time may be acting hereunder, whether or not named herein.

No bond or other security shall be required of any Trustee hereunder in any jurisdiction.

EIGHTH: The Trustee acting hereunder shall render an account of his or her activities to the Grantor or, or if living, to the personal representative of the Grantor. If approved in writing by the person to whom such account shall have been rendered as above provided, such account shall be final, binding and conclusive upon all persons who then or thereafter may have any interest in such trust estate. The Trustee also at any time may render a judicial account of his or her activities.

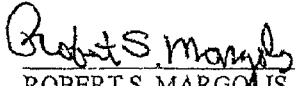
NINTH: The Trustee shall serve without compensation. The Trustee shall be entitled to reimbursement for any expense that he or she may incur in the administration of the trust.

TENTH: The Grantor and the Trustee may, by written instrument, duly acknowledged, amend this Indenture from time to time in any respect; provided, however, that the duty of the Trustee shall not be materially increased by any amendment hereto without the written agreement of the Trustee then acting.

ELEVENTH: This Indenture takes effect upon acceptance by the Trustee and in all respects shall be construed and regulated by the law of the State of Florida.

TWELFTH: This Indenture may be executed by facsimile signatures and in any number of original counterparts, each of which shall be an original, but all of which together shall constitute one agreement.

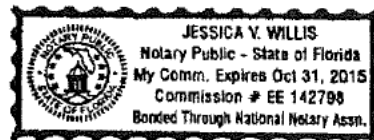
IN WITNESS WHEREOF, the parties hereto have duly executed this Indenture under seal as of the day and year first above written.


ROBERT S. MARGOLIS, Grantor


JOSHUA D. MARGOLIS, Trustee

GRANTOR ACKNOWLEDGEMENT**State of Florida****County of Broward**

The foregoing instrument was acknowledged before me this 3rd day of May, 2012 by Robert A. Margolis who presented a Florida driver's license as identification.

Notary Public Signature: Jessica V. WillisNotary Public Name: Jessica V. WillisCommission Number: EE 142798My Commission Expires: 10/31/2015**TRUSTEE ACKNOWLEDGEMENT****State of Florida****County of Broward**

The foregoing instrument was acknowledged before me this 3rd day of May, 2012 by Joshua D. Margolis who is personally known to me.

Notary Public Signature: Jessica V. WillisNotary Public Name: Jessica V. WillisCommission Number: EE 142798My Commission Expires: 10/31/2015

**PALM BEACH COUNTY
COMMISSION ON ETHICS**

In re: ROBERT MARGOLIS,

PBEC Case No.: C12-015

Respondent.

NOTICE OF APPEARANCE

The undersigned is appearing as attorney for Robert Margolis in this proceeding. Please serve copies of all pleadings, motions or other papers relating to this matter on the undersigned at the address set forth below.

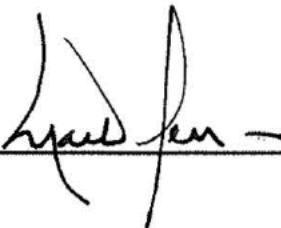
Respectfully submitted this 4th day of January, 2013, by:



MARK HERRON
Florida Bar Number: 0199737
Messer Caparello, P.A.
Post Office Box 15579
Tallahassee, FL 32317
Telephone: (850) 222-0720
Facsimile: (850) 558-0659
Email: mherron@lawfla.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing notice of appearance was forwarded by facsimile transmission @561-656-7100 to Mark E. Bannon, 2633 Vista Parkway, West Palm Beach, FL 33411, on this 4th day of January, 2013.



THE LAW OFFICE ROMA W. THEUS, II, P.A.

1365 Santa Barbara Drive
Wellington, Florida 33414
Telephone Number 561.793.8169
Facsimile Number 561.791.3669
Mobile Number 954.415.9517

VIA FACSIMILE AND FIRST CLASS MAIL

December 17, 2012

Ms. Gina Levesque
c/o Palm Beach County Commission
On Ethics
2633 Vista Parkway
West Palm Beach, FL 33411

*Re: Notice Of Appearance On Behalf
Of Ms. Victoria D. McCullough*

Dear Ms. Levesque:

Please be advised that by these presents I am entering my Notice of Appearance on behalf of Ms. Victoria D. McCullough. Accordingly, please immediately furnish me with true, accurate and complete copies of *all* papers that pertain to any matter regarding Ms. McCullough. My mailing address is set out above; and *my e-mail address is P917@aol.com.*

Thank you for your attention to the matters addressed in this Notice of Appearance.

Respectfully submitted,

THE LAW OFFICE OF ROMA W. THEUS, II, P.A.

By:


Roma W. Theus, II
Florida Bar No. 369225