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DISTRICT COURT, COUNTY OF ARAPAHOE, STATE OF COLORADO  
Case No. 89DR477, Division 10

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REPORTER'S TRANSCRIPT

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In re the Marriage of:  
SANDRA WILFRED,  
Petitioner,  
and  
HAROM WILFRED,  
Respondent.

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The above-entitled matter commenced on Thursday,  
June 7, 1990, before the HONORABLE JOYCE S. STEINHARDT,  
District Court Judge.

A P P E A R A N C E S

FOR THE PETITIONER: Elaine Edinburg, Attorney at Law  
FOR THE RESPONDENT: Harmon Wilfred, Pro se  
GUARDIAN AD LITEM: Susan Dycus, Attorney at Law

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MORNING SESSION, THURSDAY, JUNE 7, 1990

(The Court was in session, and the following proceedings were had, to wit:)

THE COURT: This is 89DR477.

MS. EDINBURG: Good morning, Your Honor. I'm Elaine Edinburg. I appear here this morning with Sandra Wilfred. Also seated at Counsel's table to my right is Pamela Heckencamp. She's my paralegal.

THE COURT: Mr. Wilfred.

MR. WILFRED: Good morning, Your Honor. I'm Harmon Wilfred, and my position has not changed, Your Honor.

THE COURT: Do you insist on wishing to testify?

MR. WILFRED: That's my position, Your Honor, that I not participate at all because I cannot based on good conscience because my rights are being violated.

THE COURT: Ms. Edinburg.

MS. EDINBURG: Your Honor, pursuant to the order that the Court issued at 5 o'clock last night, I personally went to the family residence with Mrs. Wilfred and my paralegal, the former bookkeeper, Ms. Jones, the Sheriff, and a locksmith entered the home.

We were able, after three hours, to collect some of the information that's in this box. We did drill the safe. All we found were diaries of Mr. Wilfred's. There's an indication of Hong Kong dollars. There's talk about a

1 relocation to the State of Texas.

2 I did find some bank accounts that we've never  
3 seen before. Mr. Jeffrey Hill from the bankruptcy court, who  
4 is the trustee, we contacted him. He is present. He's going  
5 through some of the information. It is my understanding at  
6 this time that I think the best thing for us to do would be to  
7 proceed with the divorce hearing this morning.

8 I've discussed with Mrs. Wilfred, and we would be  
9 requesting that this Court enter permanent orders except as it  
10 relates to property and to defer any ruling on the disposition  
11 of property until we can thoroughly analyze what's going to  
12 happen, whether the bankruptcy is going to be dismissed or not,  
13 and then if there is any marital estate to divide, we'd ask  
14 this Court at that time to take jurisdiction to determine the  
15 disposal of marital assets, if there are any right now.

16 I think the bankruptcy court has a prior stake in  
17 the marital home and on all the possessions in the home. We  
18 have six computers, xerox machine, laser jet printer. We  
19 found, you know, a very nicely equipped office in the home with  
20 files that lined a whole wall from the floor almost to the  
21 ceiling of business records, and what we've taken are the most  
22 significant things that we could in the three hours that we  
23 were there.

24 We took what we could, and I think we need to go  
25 on with permanent orders this morning. It would be my

1 position that Mr. Wilfred really needs to remain in jail until  
2 such time as he chooses to cooperate.

3 One of the items I found that was most interesting  
4 to the Court is a correspondence to Mr. Hinds from Mr. Wilfred  
5 indicating that, "My plan, therefore, is to represent myself."  
6 That was dated April 30th, and I think that's significant  
7 because Mr. Wilfred had intentions a month ago to represent  
8 himself.

9 I also found a June 3rd letter where he wrote to  
10 Mr. Loyd Pearcy acknowledging Mr. Wilfred's, "Decision to  
11 file a Complaint in U. S. District Court against Defendants,  
12 Joyce S. Steinhardt, Judge; Referee Virginia Ware, Elaine  
13 Edinburg, Susan Dycus, the Eighteenth Judicial District Court,  
14 and Sandra Wilfred, is against your specific counsel and advice.

15 He goes on through everything that Mr. Pearcy  
16 advised him that was clearly not grounds to bring the action  
17 that he brought. He's very clear in his writings.  
18 Additionally, Your Honor, I found things that are incredible  
19 concerning communications that he received on June 3rd at 3:53  
20 a.m. which is a long letter that apparently is another message  
21 that he received, and that he was told to remain silent, and  
22 that, "You cannot lose if you won't quit."

23 And there's reference to his people that are going  
24 to help him and what he needs to do in this hearing.  
25 Communications from June 6th which was yesterday morning at

1 6:40 states, "You are to remain silent and after your opening  
 2 speech to the Judge," he is supposed to apologize. "You shall  
 3 be silent thereafter and shall not speak again until your  
 4 rights are restored. I shall let you know, and when I let you  
 5 know, you shall know, Jesus."

6 It's in Mr. Wilfred's handwriting. I think these  
 7 are significant documents that the Court probably needs to make  
 8 a record of, having in the court record regarding where we are  
 9 and why we're here.

10 THE COURT: Well, if you wish to enter those as  
 11 exhibits, that's fine.

12 MS. EDINBURG: Okay. Let's do that. I believe  
 13 at this time we will recall Mrs. Wilfred to the stand.

14 SANDRA WILFRED,  
 15 was recalled as a witness on her own behalf, having first been  
 16 duly sworn, testified as follows:

17 DIRECT EXAMINATION (Continued)

18 BY MS. EDINBURG:

19 Q Mrs. Wilfred, continuing with your testimony from  
 20 yesterday, is it your desire that the Court enter the permanent  
 21 orders today except the division of property and enter a  
 22 divorce decree?

23 A Yes, it is.

24 Q Do you understand the consequences regarding you  
 25 no longer being eligible for health insurance?

1           A     I understand.

2           Q     Is it still your desire to be divorced from Mr.  
3 Wilfred?

4           A     Yes, it is.

5           Q     Let's talk, first of all, about your position  
6 regarding any visitation rights now between Tyler and his  
7 father.

8           A     As I expressed yesterday, that's something that's  
9 of great concern to me. I have never tried to keep Tyler from  
10 Harmon. My concern has always been for Tyler -- excuse  
11 me. I received several "cash settlement" offers from Harmon to  
12 purchase Tyler back. He has threatened several times that  
13 unless I accept his offer, he was going to file Chapter 11 or  
14 Chapter 7.

15                     I think my position all along has been one of  
16 protecting my child. It has cost me all of our marital assets  
17 probably because of this bankruptcy, and my main concern is  
18 still for Tyler. Tyler is adopted. I feel I have an  
19 obligation not only to him but to his birth mother to give  
20 him the best opportunity possible, and I'm not the kind of  
21 person to try to keep a child from his father.

22                     I think Dave can testify to that. The visits  
23 have helped me. I enjoy three or four hours by myself knowing  
24 that Tyler is protected, but based on things that we found at  
25 the home last night and Mr. Wilfred's actions in court, I'm

1 extremely concerned about an hour or two visit a week. Tyler  
2 couldn't even say "daddy" when he moved out. He had no idea  
3 who this man was. He was hardly ever there.

4 The visits have created a relationship -- since  
5 Mr. Campbell resigned, Mr. Wilfred has not requested another  
6 visit, and I believe that was two and a half weeks ago. Having  
7 continued visits probably is going to do nothing but be a  
8 roller coaster for the child.

9 During these visits, he would have an intense  
10 relationship, and then God will tell Harmon that maybe there  
11 should be no more visits, maybe he should not speak again, and  
12 I think this is going to be destructive to Tyler.

13 I think consistency is the most important thing  
14 for a child. I don't think Mr. Wilfred can provide that even  
15 with supervised short-term visits.

16 Q I'm handing you what's been marked as Petitioner's  
17 Exhibit 9 and ask if you can identify this document?

18 A It appears to be a letter from Harmon to Fred  
19 Epstein. I took this as a threat. Attached to the letter was  
20 a divorce settlement plan dated June 19, 1989. Basically I  
21 highlighted in order for the Court to see, "It is my intention  
22 at this time to either answer that lawsuit," speaking of the  
23 lawsuit that City Federal filed against him on his personal  
24 guaranty on the shopping center, "or file Chapter 7 and get on  
25 with my life. Should Sandra decline my proposal, my intent is

1 to file Chapter 7 bankruptcy and liquidate all of the family  
2 assets, including the properties. This will provide the time  
3 necessary to fight this divorce and bring my son home. If I  
4 don't receive a definite answer by noon on Friday, June 23,  
5 1989, the Chapter 7 bankruptcy will be a foregone conclusion."

6 Also attached is an offer requiring that I give  
7 100 percent custody to Harmon. My income potential is maybe  
8 \$20,000 a year. Out of that, he wants me to pay him child  
9 support of \$500. He would give me, I believe, a total of  
10 \$12,000 for all marital assets payable at a thousand dollars a  
11 month for twelve months, and if I didn't accept this offer, he  
12 was filing a Chapter 7.

13 Q Can you please, without giving details, tell us  
14 if there was a scene last June in the court hearing?

15 A There was.

16 MS. EDINBURG: Your Honor, I'd offer Petitioner's  
17 Exhibit 9 into evidence.

18 THE COURT: Mr. Wilfred?

19 (Whereupon, Defendant gave no verbal response nor did  
20 he look at the Court when being addressed.)

21 THE COURT: I take from your silence that you have  
22 no objection.

23 MS. DYCUS: No objection, Your Honor.

24 (Petitioner's Exhibit 9 was admitted into evidence.)

25 Q (By Ms. Edinburg) Mrs. Wilfred, let's talk for



1 a moment about when you and Mr. Wilfred were married. You  
2 and Mr. Wilfred were married in 1982?

3 A Yes.

4 Q What were you doing prior to the marriage?

5 A I had been employed by Midland Federal Savings and  
6 Loan for approximately nine years and ten months. I was two  
7 months short of being vested in a retirement plan when we  
8 decided to marry which was February of '82.

9 We discussed the fact that I should probably quit  
10 working immediately. We wanted a family. We were both in  
11 our early 30s. I liked the traditional lifestyle. I had a  
12 career for several years. I was ready to stay home for a while  
13 and have a family. I was encouraged to leave my position.

14 Q And did you, in fact, do that?

15 A Yes, I did.

16 Q Did you work outside the home full time during  
17 the marriage?

18 A I did right after we married. I attended Jones  
19 Real Estate College. I got my sales license. I worked for  
20 Mobile Banker for a short period. Because my hours conflicted  
21 with Mr. Wilfred's, it became a constant battle. He did not  
22 like the fact I worked nights. He did not like the fact I  
23 worked weekends. He never said, "quit this job." It put so  
24 much pressure on me. It was so difficult. I felt I had to  
25 resign from it.

1                    Since then, the only thing that seems to work is  
2 if I work parttime hours because I had full responsibility of  
3 the household maintenance. I did all the painting, lawn work.  
4 I was his secretary at home.

5                    Q     Did you work for him within any business?

6                    A     Yes, I did, against Mr. Wilfred. I have to say  
7 we went through a very difficult period. It would have been  
8 December of '87, January of '89. Harmon, I felt, was into  
9 another religion at this point. To make a long story short, he  
10 got fired from a position. We were about \$60,000 in debt.

11                    Harmon had decided that at that time, he was going  
12 to write a book, sit in the basement and write a book on the  
13 New Age movement. He had been so enlightened. We had just  
14 adopted a baby. Tyler was weeks old, and Harmon found out that  
15 his partners were trying to get control of his shopping center  
16 because they were concerned about his ability to manage these  
17 shopping centers.

18                    This sort of snapped him back into reality. He  
19 left the New Age movement and started concentrating on his  
20 business again. I had some involvement in real estate. I  
21 helped him. We ran the business out of our home for a period  
22 of time until he was able to come up with a settlement with  
23 City Federal to restore the properties, and after that point,  
24 he insisted that I come back to work, at least part time, at  
25 his office.

1 He had Tom Jones working for him. Tom Jones was also  
2 employed at that time. He felt he wanted us around him because  
3 we had what he called a discerning spirit. I don't think I  
4 had a discerning spirit, maybe a little more intuitive.

5 He insisted I be there to guide him, so I was  
6 employed at that time by a company called Tower Group, and I'd  
7 like to briefly tell the Court what happened to Tower Group.  
8 Tower Group was a realty company running very well, employed  
9 approximately 25 employees. Harmon took the company back.  
10 Office employees started leaving very quickly from May of 1988  
11 through August of 1988. Twenty some employees either were  
12 fired or resigned. Not one original employee was there.

13 THE COURT: Why?

14 A Variety of reasons. I personally feel that they  
15 did not feel he was able to run the business. They did not  
16 want to associate with him.

17 Q Tower Group, from my understanding, is the  
18 controlling entity of Promenade Shopping Center?

19 A It was. At that time, it was the managing company.  
20 It was a real estate company. They did just about anything.  
21 They had a couple of guys who sold bonds and stock. I'm not  
22 sure what everyone did.

23 Q How did Harmon have the ability to take over? What  
24 ownership did he have in Tower Group?

25 A Well, that again is very interesting. In reality

1 to what business partner he was involved in, he took on almost  
2 a chameleon-like identity. Harmon and one of the other  
3 partners did not see eye-to-eye, so they split up the  
4 partnership. Harmon took the leasing company.

5 One of the employes, a gentleman by the name of  
6 Howard Stein (phonetic) was a wonderful leasing agent, and  
7 Harmon gave Howard one-third of the company because he was a  
8 nice guy. Then there was Alan Mandell (phonetic) who was a  
9 very charming, very warm, very funny man. Harmon had literally  
10 given him a third of the company. So Harmon owned one-third of  
11 Tower Group, Alan, one-third, and Howard Stein, one-third.

12 This would have been -- okay. This would have been  
13 the Spring -- excuse me, the Summer of 1987, Harmon's two  
14 partners happened to be Jewish, and Harmon was brought on into  
15 Judaism. He would speak Yiddish in the office with him. He  
16 told me at that time he wanted Tyler raised in a Jewish home  
17 because quote, unquote, Jewish people know how to do business;  
18 that it was his business. He wanted Tyler to grow up in that.

19 I didn't object. I loved Howard Stein and his wife.  
20 They were wonderful people. They would be able to raise Tyler  
21 just fine if something happened to us. At that time, the  
22 Steins would sometimes take the child we were going to adopt.  
23 The business was not doing very well. There were a lot of  
24 expenditures. Alan was taking a huge salary and not producing  
25 income. Real estate had really started to close down in

1 Denver.

2           One day in, I believe it would have been October or  
3 November of 1987, Harmon came home, and he said, "I met some  
4 people in the elevator, and I'm going to have lunch with them  
5 tomorrow." He had lunch. He came home, and he said that he  
6 was no longer with the company. "I'm taking this job with  
7 this other company." I said, "You mean you met someone in an  
8 elevator and you're leaving a business that you opened?" He  
9 said, "Yes," that it's his life, and I have no right to tell  
10 him what to do with it; that it was a decision he was making  
11 for financial reasons which did not make any sense because  
12 he had worked hard at his business.

13           Harmon had the ability to make thousands and  
14 thousands of dollars in leasing. Why was he going to promote  
15 the New Age Movement. Nothing made sense to me. I believe it  
16 was November of '87 he went to work for a company called a New  
17 Age Clear Purpose Management. I objected. There  
18 would be a lot of travel. We were going to adopt a child.  
19 He said that kids grow up without fathers. He felt it was not  
20 going to be any problem.

21           We received a call January that we had a baby. Two  
22 weeks after that, Clear Purpose Management fired Harmon. We  
23 were \$60,000 in debt. Harmon had no job, and we had a tiny  
24 infant who was adopted, who I was so scared they were going to  
25 come in and take this child and put him in a foster home. We

1 had this two-week old infant, and again, this was when the  
2 partners were concerned about his mental state and went to the  
3 lender, City Federal --

4 Q The two partners in Tower Group?

5 A No -- well, they happened to be in Tower Group and  
6 owners of Promenade and because he was personally liable to  
7 City Federal for millions of dollars, they were concerned about  
8 this person running a shopping center and employees; that he  
9 had to travel; that checks could get signed, and they literally  
10 took the management of the shopping center away from Harmon,  
11 City Federal did this.

12 Q This was in 1988?

13 A That would have been, I believe, January, February  
14 of 1988. After that, Harmon was fired. He decided not to  
15 write this book. He started concentrating on the business.  
16 I'm sort of repeating myself here. The business -- Harmon took  
17 the business over because City Federal Savings, as part of  
18 their negotiations. Darryl Smith, Howard Stein, Bob Bell were  
19 all partners and owners of this entity. They wanted to take  
20 this away from Harmon. They felt they just wanted to sever  
21 all business relationships.

22 Part of the negotiations was that City Federal did  
23 allow those three partners to walk away from the note, release  
24 them from personal liability. It gave Harmon 99 percent  
25 ownership. This is confusing. This then became Harmon Wilfred

1 Investments which is solely owned by Harmon. He has 100  
2 percent stock. When this agreement was finalized, Rod Snow,  
3 his corporate attorney, told me that you could not have a  
4 partnership in the State of Colorado without two people, so  
5 Promenade Limited was set up as a partnership rather than  
6 change all the corporate documents. It was to stay as a  
7 partnership.

8 The only reason Wilfred Investments was formed at  
9 that time was to create 1 percent ownership entity in  
10 Promenade. And Rod Snow said one person can't be two  
11 shareholders. You have to have two people, so Harmon then put  
12 -- gave me 50 percent of the stocks of Wilfred Investment.  
13 That was my understanding that's what he told me. That's what  
14 Rod Snow told me. I joked with Rod about the fact that now I  
15 have one-half of one percent of Promenade.

16 Since I was being removed from the stocks, I never  
17 saw the corporate documents, and Harmon now has 100 percent of  
18 this entity. Promenade was owned by Harmon.

19 Q I'm going to stop you for a minute. I want to  
20 talk specifically about Harmon and Tower Group.

21 A Yes.

22 Q This was in '88?

23 A Yes.

24 Q That employees left?

25 A Yes. As the income diminished, creditors started

1 calling. He quit paying bills. Literally, money was not  
2 there.

3 Q Did he continue to collect the rent?

4 A Yes, yes.

5 Q That's what we've been able to track down in  
6 terms of subpoenaed documents from City Bank?

7 A No. There's a whole scenario I repeated earlier.  
8 This is a person who takes a company and quits paying the  
9 debts, and until they really started harassing, when they  
10 started that, that's when he funneled all the money to another  
11 corporation. You cancel accounts and write new contracts with  
12 these other corporations, transfer all the assets to this other  
13 company. Then you call the creditors for the old company and  
14 say stuff like, "come and find me." That's exact what happened  
15 with Tower Group, and that's exactly what was done with Wilfred  
16 Investments -- excuse me, with Westmarc Investments. That was  
17 probably the Fall of 1989.

18 Q In '88 before this separation?

19 A Let me think for a second. Everything was  
20 transferred from Tower Group to Westmarc in, I believe,  
21 November of 19 --

22 Q '88?

23 A '88. A new lease was signed, new office space.  
24 Everything was transferred. As far as anyone knows, that  
25 was a totally different company. Creditors were left hanging



1 when they called the old phone number. They got a recording.  
2 We were no longer in business. He slipped out of the lease for  
3 Tower Group. I believe there is now a personal lawsuit against  
4 him from Linclay. They were the landlords. He was signed  
5 personally. He had signed personally on that lease. I believe  
6 the amount is \$700,000.

7 Westmarc started operations back up, and he  
8 transferred contracts at that point to Wilfred Investments so  
9 that could not be traced directly. Westmarc transferred to  
10 Wilfred Investments. Once the business was started, the same  
11 thing happened the day after we were here in front of Virginia  
12 Ware. I believe it was July 17, 1989. Mr. Jones, who  
13 testified yesterday, was Harmon's business partner. Sometime  
14 in June, we received a phone call from Mr. Jones saying he  
15 needed to get in touch with me. I called him, and he said he  
16 wanted to apologize for believing Harmon, and what Harmon said  
17 about me. He realized now it was not true.

18 I asked him to appear before Virginia Ware for a  
19 temporary orders hearing. We never did get to -- we never  
20 testified because Harmon had filed bankruptcy because he had  
21 two of us together. In July, during the course of the weekend  
22 on July 8th and 9th, he went to the office building, Financial  
23 Plaza, removed all the furniture, all the equipment, literally  
24 skipped out. The reason I know is I spoke to Sue Miller, the  
25 property manager. She said Phylis Lambert called out of the

1 clear when we were setting temporary orders and said they were  
2 removing one office desk and one chair, but literally, the  
3 whole office was cleared out.

4 Q Let me ask you this. Let me interupt you for a  
5 second. The office was cleaned out. Did you see some of  
6 those items in the house last night?

7 A I believe we did, yes.

8 Q Okay. Some of the computers and things?

9 A Yes, literally.

10 Q There's still stuff missing?

11 A Oh, yes. Yes. There were, I believe there were  
12 enough things for 16 offices or something similar. There was  
13 -- it was a good-sized office. Literally, the day that we left  
14 court, I believe it was July 7th, all the business accounts for  
15 Westmarc were closed at First Bank of the Tech Center. Checks  
16 were written to Westmarc and traced there, they were deposited  
17 into a new account.

18 Literally every penny was taken out of Westmarc  
19 Investments. He wrote checks to all employees as salary in  
20 advance to that. I have all this if the Court would like to  
21 see it, but literally, the bank accounts were closed the day we  
22 were here. The furniture was moved out over the weekend. The  
23 next Monday, he called a note for \$38,000 due a payable for the  
24 office equipment and furniture, and I forget the other thing he  
25 did on that Monday. Oh, yes, he wrote to all the creditors, or

1 at least I assume he did. It was on his stationary, to all the  
2 creditors of Westmarc.

3 He said from now on, he's no longer the person to  
4 contact; that if they wanted their money, they should call Tom  
5 Jones or myself, and after that point, I was getting calls and  
6 was getting invoices from all these Westmarc creditors. It was  
7 a business in which I was locked out of in March of 1988.

8 Q Okay. Let's --

9 A '89, excuse me.

10 Q Let's go back to the maintenance issue. How much  
11 money are you getting?

12 A Right now, I'm not getting any.

13 Q Then, did he quit paying?

14 A He made a \$875 payment on May 1st. I received a  
15 phone call from David Campbell, the supervisor, on Mother's Day  
16 telling me there would be no more; that he may be able to  
17 scrape enough together by the end of May to come up with a  
18 partial child support payment. As of this date, I haven't  
19 received a penny.

20 Q When we were in court on July 7th, we were told  
21 that Mr. Wilfred filed bankruptcy the day before and/or served  
22 with a stay?

23 A I think it was a week before.

24 Q And could not complete the temporary orders?

25 A That's correct.

1 Q What amount of money were we requesting Referee  
2 Ware to enter as temporary maintenance to you; do you recall?

3 A Oh, I don't know. I know that we didn't complete  
4 temporary orders; that I believe it was Mr. Hinds suggestion.  
5 We had no choice but to accept that. I had to get something  
6 until we completed temporary orders. That amount was \$1750.

7 Q Seventeen hundred and fifty in maintenance and a  
8 thousand was child support?

9 A Right.

10 Q Do you recall when I asked you on the witness  
11 stand that you needed at least \$3,000 a month?

12 A That's correct.

13 Q As temporary orders?

14 A Yes.

15 Q At this point in time, Mr. Wilfred paid you the  
16 \$1750 from July 7th through May 1st; is that right?

17 A I believe he had started paying June 7th which was  
18 the first payment. He gave me a \$750 check two or three days  
19 before court just to show he was paying something, and then he  
20 was to continue.

21 Q Okay. but from March 1st when you first left ---  
22 you left on February 28, 1989. Until June 15th, you got no  
23 support?

24 A No, not even an offer.

25 Q Did Tyler need anything?

1 A I was living with friends. I assumed they were going  
2 to take care of me.

3 Q You have no claims to any bank accounts?

4 A No. He had taken the money the day before.

5 Q The Referee did not enter any further orders  
6 modifying the interim orders because of this bankruptcy stay?

7 A That's correct.

8 Q Now, are you asking that Judge Steinhardt issue  
9 some kind of a retroactive temporary order back to July 7th or  
10 somewhere in there for you to get some back maintenance?

11 A I'd like to -- at this point, I've had to borrow  
12 from my father to literally buy groceries. The bank accounts  
13 were cleaned out. The \$1750 a month that he had been providing  
14 would have been enough to live on except for the fact that I  
15 did have to literally borrow money to buy a car because Mr.  
16 Wilfred had my car and had instructed somebody unknown to me,  
17 had instructed the dealership to tow my car away in the middle  
18 of the night. I had to ---

19 Q It was a leased car, wasn't it?

20 A That was a leased car.

21 Q Mr. Wilfred was leasing that through Westmarc?

22 A It wasn't through Westmarc. It was individually,  
23 but Murray Motors were instructed to tow my car away in the  
24 middle of the night. I found that I had to borrow \$2,000 on a  
25 credit card as a downpayment on a car. I had to hire a

1 bankruptcy attorney to represent me trying to get this money  
2 into the registry of the bankruptcy court.

3 I had to borrow another \$3,000 on a credit card as  
4 a retainer for Maria Flora (phonetic) because of additional  
5 expenses then on another credit card that Harmon and I each had  
6 a card, and he is saying that it's my debt. I have used the  
7 card, but some of the charges would be his.

8 They found me and were calling me at five in the  
9 morning and harassing me, so I started making minimum payments  
10 on that because of the additional credit card payments. The  
11 \$1750 did not really cover expenses.

12 Q Now, you and Ms. Flora went to the bankruptcy  
13 court and got initially Judge Brooks and Judge Brambaugh to  
14 order Mr. Wilfred to deposit the \$125,000 into the registry of  
15 the bankruptcy court?

16 A Technically, what happened, I believe Judge Brooks  
17 the bankruptcy judge for Promenade, Promenade was also in  
18 bankruptcy, Judge Brambaugh was assigned to Harmon's personal  
19 bankruptcy, vacated his orders and allowed Judge Brooks to deal  
20 with the personal bankruptcy. They were intertwined.

21 Q But the order was that \$125,000 was to be  
22 deposited into the bankruptcy court?

23 A That's correct.

24 Q Harmon was allowed to take \$50,000?

25 A It was at the hearing.

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Q Sandy, if you would just answer yes or no, I know you want to explain this, but time is precious.

A Yes, it was.

Q Seventy-five thousand was still left in the bankruptcy court; is that correct?

A That's correct.

Q Are you asking that this Court do whatever it can to get some kind of a priority stay over that money for bank child support and back alimony and attorney's fees?

A Yes, I am.

Q Okay.

A I have \$150 literally to live on.

Q Now, you understand that we're going to defer the division of marital property until sometime as we can assess what the marital estate is?

A Yes.

Q What amount of maintenance are you requesting that the Court (sic) pay you?

A I feel that his earning ability is unlimited, even though, I don't feel that because the deals can be closed too quickly, that impairs his earning capability. I feel that marital funds have exceeded to over thousands and thousands of dollars, I would like to ask for \$4500 a month as maintenance and \$1500 a month child support.

Q I'm handing you what's been marked as Petitioner's

1 Exhibit No. 11. Can you identify this document?

2 A Yes. I prepared this document. It's the 1988  
3 statement of income from Harmon L. Wilfred.

4 Q And what did you use to prepare the document?

5 A Again, the first recollection for the most part,  
6 I tried to document everything as much as I could, but without  
7 records, it was difficult. I knew he made \$5,000 a month in  
8 January from Clear Purpose Management. The next three months  
9 are unknown, so I did not include any amount. I used his own  
10 letter to the bankruptcy court stating he had \$5,000 a month  
11 from Promenade as managing fees. At that time, he was getting  
12 \$2200 a month as a draw from Seismograph.

13 It was actually a partnership described as another  
14 property that was acquired during the marriage, and he, at that  
15 time, started taking \$2,000 a month as salary from Westmarc,  
16 however, these deposits in October of \$8,000 from Wilfred  
17 Investment, and \$8,000 in December.

18 Q What's the average monthly income that we've  
19 calculated that Mr. Wilfred earned in 1988?

20 A Nineteen thousand, one hundred fifty dollars per  
21 month.

22 Q Thank you.

23 MS. EDINBURG: I would offer Petitioner's Exhibit No.  
24 11. I assume Mr. Wilfred has no objection and that Exhibit No.  
25 11 will be received.



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THE COURT: Mr. Wilfred, do you object to No. 11?

(Whereupon, Respondent gave no verbal response nor did he look at the Court when being addressed.)

THE COURT: Hearing no objection, I assume there is none.

MS. DYCUS: No objection, Your Honor.

THE COURT: Eleven will be received:

(Petitioner's Exhibit No. 11 was admitted in evidence.)

MS. EDINBURG: Thank you.

Q (By Ms. Edinburg) Mrs. Wilfred, I now hand you Petitioner's Exhibit 12 and 13. Can you identify these documents?

A Yes, I can.

Q And what is 12?

A These were documents that I prepared to the best of my ability from bank statements. One is the 1989 estimated income for Harmon Wilfred and the other is Wilfred Investments. Again I copied that. He said this was 100 percent owned by him and controlled by him. I think the reason this is important, he tried to hide the \$125,000 from the bankruptcy court in this entity stating it was not part of his bankruptcy. And large amounts have also been deposited in this account in addition to \$125,000.

Q And what is the average monthly income we estimated

1 for 1989?

2 A Personally verified from as many personal bank  
3 statements that I could come up with, I show \$12,725 as the  
4 average monthly income to Wilfred Investments. Again, this is  
5 his company which is totally controlled by him, \$21,856.

6 MS. EDINBURG: I'd offer Petitioner's Exhibits 12  
7 and 13 into evidence.

8 A And there may be some overlapping.

9 Q (By Ms. Edinburg) Wait just a minute. Mr. Wilfred,  
10 I assume you have no objection?

11 (Whereupon, Respondent gave no verbal response nor did  
12 he look at the Court when being addressed.)

13 MS. DYCUS: No objection, Your Honor.

14 A Again, in preparation of those --

15 THE COURT: Twelve and thirteen will be admitted.

16 (Petitioner's Exhibits 12 and 13 were admitted into  
17 evidence.)

18 A I'd like to state that I'm not real accurate because  
19 I could not trace funds from one to the other. There may be  
20 some overlapping. It's been extremely difficult to find any in  
21 this matter.

22 Q (By Ms. Edinburg) Have you had to do this in the  
23 last two weeks after we sent out subpoenas to all the bank  
24 accounts that we knew existed?

25 A I don't think I even had that long. I think it was

1 less than two weeks because we met with resistance even with a  
2 subpoena to provide these records.

3 Q But were those from the bank records that we  
4 subpoenaed?

5 A Yes.

6 Q Not any documents that Mr. Wilfred gave us?

7 A Yes, and I'm still waiting for some of the  
8 documents.

9 Q Do you believe that he has the ability to pay you  
10 the \$4500 a month maintenance and \$1500 a month child support?

11 A Yes, I do.

12 Q I hand you now what has been marked as Petitioner's  
13 Exhibit 14. Can you identify this document?

14 A This was a letter that I saw for the first time on  
15 Monday with my meeting -- at my meeting with Elaine. It's  
16 a photocopy of a check made payable to me in the amount of  
17 \$500, dated 6/1, and a letter to me that says enclosed is \$500  
18 for child support and maintenance payment. As of the last time  
19 I looked -- my mail was delivered yesterday, and I have never  
20 received this check.

21 Q So, that's a photocopy sent to me to my office, but  
22 you've never gotten the check?

23 A I never received the check.

24 Q June 6th came and went, you never got the check?

25 A Right.

1 MS. EDINBURG: I'd offer Petitioner's Exhibit 14  
2 into evidence.

3 THE COURT: Mr. Wilfred?

4 (Whereupon, Respondent gave no verbal response, nor  
5 did he look at the Court when being addressed.)

6 THE COURT: Ms. Dycus?

7 MS. DYCUS: No objection, Your Honor.

8 THE COURT: Let the record reflect that Mr. Wilfred  
9 sits at the table and continues to write and does not look  
10 the Court in any manner whatsoever.

11 (Petitioner's Exhibit No. 14 was admitted into  
12 evidence.)

13 Q (By Ms. Edinburg) Mrs. Wilfred, I'd like to turn  
14 your attention very quickly to the information we found out in  
15 subpoenaing the City Federal documents regarding how Mr.  
16 Wilfred was operating Promenade and collecting the rent and not  
17 paying the creditors. Do you remember all of that?

18 THE COURT: I need to interupt just a moment. This  
19 Check 1053, is this a bank account that you've subpoenaed?

20 MS. EDINBURG: Yes, I have the bank account.

21 THE COURT: I'd like to take a look at it.

22 MS. EDINBURG: Do you want me to get it now?

23 THE COURT: Any time. All right and go ahead  
24 and ask your question.

25 Q (By Ms. Edinburg) Okay. Changing the subject for

1 a second, I want to talk about the Promenade bankruptcy. We  
2 subpoenaed and asked for all of the monthly financial records  
3 from Mr. Wilfred to the bankruptcy trustee regarding the  
4 Promenade. Do you recall that?

5 A Yes, I do.

6 Q Did we get some of the documents from City Federal  
7 pursuant to the subpoena?

8 A Yes.

9 Q Have you had the chance to go through, at least to  
10 the best of your ability, some of these documents?

11 A I did. Again, we received those documents this  
12 Monday. Mary Kipper (phonetic) representing City Federal  
13 provided them, so we haven't had a chance to really analyze  
14 these. There are very obvious things we'd like to bring to the  
15 Court's attention.

16 Q I'm going to hand you Petitioner's Exhibits 14 and  
17 15 and ask if you can summarize for the Court from these  
18 documents and what we found erroneous about them?

19 A The documents, first one is -- Well, Exhibit 15 --  
20 MS. DYCUS: I think these have been misnumbered.  
21 We have two 15s.

22 A I believe the letter and check was 15.

23 MS. DYCUS: It was 14.

24 THE COURT: That's 14.

25 MS. DYCUS: Okay.

3  
1 A Okay. What this appears to be is a monthly financial  
2 report, Chapter 11. The debtor is Promenade, 89B03359A, filed  
3 for the period of 3/16 to 3/31/89. It was prepared by  
4 Promenade Limited, Phylis Lambert on behalf of Harom L.  
5 Wilfred, and this appears to be the financial filing to the  
6 Federal bankruptcy court.

7 What's interesting about it is that four pages are  
8 a cash summary ending balances and shows a regular checking  
9 account of \$45,899.27 for the First Bank Tech Center. Another  
10 checking account, it shows \$95 negative balance; interest  
11 bearing, or short-term investment, zero. Total is \$45,804,  
12 so it is showing \$45,000 in the account.

13 This document, I don't know who prepared it. It's  
14 a standard income and expense statement filed with a lender for  
15 a period ending of March 31, 1989. It shows an income. The  
16 rents were being paid in the amount of \$79,376. The total  
17 year-to-date is \$276,096.

18 It shows expenses and interest of \$74,926, and if  
19 you look at the first page and compare this to what was filed  
20 in bankruptcy court, it shows an amount in a checking account  
21 of \$45,804 which is consistent with the bankruptcy savings of  
22 \$349,476.10, no accounting in the bankruptcy record for that  
23 savings.

24 Q And have you been trying to find that savings?

25 A Yes.

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Q Do we know where it is?

A No, and apparently City Federal has not been able to. We've tried to subpoena Ms. Rhodey (phonetic) to explain these documents. It's my understand she has requested she not appear. She's fearful.

Q And we've made a decision right now given the status of the bankruptcy case not to necessarily retrace the whole case here in this court?

A Right. These were obvious things, and these were provided to City Federal Savings by Mr. Wilfred himself.

Q Okay. In addition to that statement that shows Promenade transaction of \$110,000 that was paid out of the Promenade account?

A Yes. On Page 2 of Exhibit 16, it shows current monthly expenses at \$110,600.55. Year-to-date is the same indicating that the real estate tax in that amount had been paid by Mr. Wilfred during the month of March.

Q And that then put the books technically at a loss for that month; is that right, showing the \$110,000 real estate taxes being paid by Promenade?

A That's correct. It shows a negative income of \$115,000.

Q I hand you Petitioner's Exhibit 16. Have you ever seen this document?

A Yes, I saw it. I thought it was 15 and 16.

1 Q It says 17. Now, I'm wrong. I'm sorry. Let me  
2 move to admit 16 and 16.

3 THE COURT: Mr. Wilfred, 15 and 16?

4 (Whereupon, Respondent gave no verbal response nor  
5 did he look at the Court when being addressed.)

6 THE COURT: Ms. Dycus?

7 MS. DYCUS: No objection.

8 THE COURT: 15 and 16 will be received.

9 (Petitioner's Exhibit 15 and 16 were admitted into  
10 evidence.)

11 Q (By Ms. Edinburg) You now have Exhibit 17?

12 A And again, I believe I saw this for the first time  
13 yesterday, and it appears to be a certificate of taxes due.

14 Q Who does it show paid those taxes?

15 A McKenna, Conner and Cuneo. It appears that is  
16 the attorneys representing City Federal Savings. This was paid  
17 by City Federal or the attorneys paid it on behalf of City  
18 Federal Savings.

19 Q So, the entry on, I believe, Exhibit 16 of \$110,000  
20 for real estate taxes is totally erroneous, is it not?

21 A As far as I know, it probably is, yes.

22 Q Okay.

23 MS. EDINBURG: I'd move for the admission of  
24 Petitioner's Exhibit 17.

25 MS. DYCUS: Your Honor, I have on question about



1 it. Where on the tax certificate does it show when it was  
2 paid by City Federal?

3 MS. EDINBURG: April 21st.

4 MS. DYCUS: Okay. Thank you. I have no objection.

5 MS. EDINBURG: Do you want to look at it? I don't  
6 have an extra copy.

7 THE COURT: Mr. Wilfred?

8 (Whereupon, Respondent gave no verbal response, nor  
9 did he look at the Court when being addressed.)

10 THE COURT: 17 will be received.

11 (Petitioner's Exhibit 17 was admitted into  
12 evidence.)

13 Q (By Ms. Edinburg) Okay. Mrs. Wilfred, in the  
14 course of subpoenaing various bank records, did we find a check  
15 for \$36,000 that was written out to cash?

16 A Yes, we did. I believe it came out of the Promenade  
17 account at First Bank of Tech Center. It was written to cash  
18 the day after I moved out of the house. I left the house on  
19 February 28th. I believe the date of this check is March 1st.  
20 It was signed by Harmon Wilfred, and endorsed by Harmon  
21 Wilfred. I have requested of the bank if they could give me  
22 any account where the money went. It says on the bottom of the  
23 check transfer of funds, but it wasn't transferred to any inner  
24 bank account. They couldn't find anything. We found no other  
25 deposit in any of the bank accounts we subpoenaed for \$36,000.

1 Q I'm handing you Petitioner's Exhibit 18. Is that  
2 a copy of the check for \$36,000?

3 A Yes, it is.

4 Q And is the back endorsed and signed by Mr. Wilfred  
5 and shows no bank account; is that right?

6 A That's correct.

7 Q We've not been able to trace the funds at all?

8 A No, not at all.

9 Q In any of the bank records that we've seen a  
10 deposit in any of those for \$36,000?

11 A I've been unable to find any.

12 MS. EDINBURG: I'd offer Petitioner's Exhibit 18.

13 THE COURT: Mr. Wilfred?

14 (Whereupon, Respondent gave no verbal response, nor  
15 did he look at the Court when being addressed.)

16 MS. DYCUS: No objection, Your Honor.

17 THE COURT: Eighteen will be received.

18 (Petitioner's Exhibit 18 was admitted into  
19 evidence.)

20 Q (By Ms. Edinburg) When we were here on temporary  
21 orders in front of Virginia Ware, we entered an exhibit showing  
22 a withdraw of \$22,000. Do you remember that in January of  
23 1989?

24 A Yes.

25 Q And have we been able to trace where that \$22,000

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is?

A I was able to trace it from our joint checking account into a personal money market account, I believe, in Harmon's name only. It was transferred sometime in January of 1989. After it went into his personal account, I was unable to trace where the funds went.

Q I hand you now Exhibit 19 which is another check from Colorado National Bank Tech Center. Can you identify that check?

A This is a check I picked up yesterday. It's for \$12,312 dated May 8, 1989, paid to the order of Falcon Limited No. 1. I'm unable to read the endorsement on the back, but I've been unable to find an account for Falcon Limited in this amount. It was a closed account.

Q It was an account for Falcon Limited. What was this entity for?

A This is very complicated. There's a property known as the Seismograph building. The owner in the Seismograph building is Falcon Limited no. 1, which was a limited partnership. Wilfred is the majority owner of that partnership.

Q Do we have the check back that we found last night from Falcon?

A I think we do.

Q Okay. Do you recall that there was \$45,000 deposited in this account on June 5th?

1           A     I don't think I looked at that closely enough to  
2 remember.

3           Q     I'm sorry, \$41,721.

4           A     That's possible it was the rent from the tenants.

5           Q     And the balance as of June 5th was \$18,000 in this  
6 account?

7           A     Uh-hum.

8           Q     Is that right?

9           A     I believe so, yes.

10          Q     Mr. Wilfred is the sole signature on that account?

11          A     Yes.

12                MS. EDINBURG: Your Honor, I'd like to approach  
13 the bench and have the Court look at the books. I've got it  
14 here. There's a bank card signed. Mr. Wilfred is the only  
15 signer on the account. We found this last night.

16          A     May I add something? Mr. Wilfred is managing  
17 partner of that entity, and it appears at will, he has taken  
18 apparently draws from that account. I believe there is one in  
19 the amount of \$9,000 that came out in January of 1990, and I  
20 believe it was deposited into his debtor and possession  
21 account.

22                MS. EDINBURG: I'd move for the admission of  
23 Exhibits 17, 18, 19. This is the Falcon Limited.

24                MS. DYCUS: I have no objection.

25          A     This is the check to close the other account, Your

1 Honor. There's the new account that the Court is looking at  
2 now.

3 (Petitioner's Exhibits 17, 18, 19 were admitted  
4 into evidence.)

5 Q (By Ms. Edinburg) Mrs. Wilfred, do you have the  
6 ability to go out and get a job? You said, perhaps your  
7 earning ability was maybe \$20,000 a year?

8 A It was about nine years ago. Since I've been  
9 basically employed part time since then and have had to deal ---  
10 take care of Tyler. I have looked for a job. I looked  
11 seriously when I first moved out. I was told that my  
12 experience from nine years ago was stale, and yet I was  
13 over-qualified for an entry position level. Also, I think the  
14 economy may have improved since then, but I don't have any  
15 earning capability even anywhere close to \$20,000 now. What I  
16 intended to do is if we could have settled this divorce maybe  
17 90 days after separation, we could have come up with an  
18 equitable settlement, I intended to go back to school and get  
19 my degree. Now, it appears I don't have the ability to do  
20 that.

21 Q Do you have any money available to pay?

22 A No, not without borrowing from friends or family.  
23 I have \$150 for grocery money.

24 Q Have you had to not only hire a bankruptcy  
25 attorney but also have me available to represent you throughout

1 the course of this dissolution?

2 A Yes, and again, I believe, as the Court has seen  
3 there, there's been delay after delay in continuances; that  
4 every time we think something is going to be resolved, Mr.  
5 Wilfred filed something or, you know, does not tell me about  
6 court actions, and we have to have another hearing, and it's  
7 been very cumbersome, very costly.

8 Q I hand you now the attorney's fee affidavit  
9 prepared by my office and myself regarding all of our  
10 attorney's fees and expenses up to date. Are you familiar with  
11 that document?

12 A Yes.

13 Q Are those true and accurate?

14 A I think it could be more than this after last  
15 night. I'm showing it at \$18,606.30.

16 Q Was that necessary for you to expend that time and  
17 also my paralegal in order to adequately represent you?

18 A Oh, absolutely, yes.

19 Q Do you believe these fees should all be paid by  
20 Mr. Wilfred?

21 A Yes, certainly, since the property settlement was  
22 never the issue. the only issue has been child custody, and I  
23 feel that I've had to spend these to protect Tyler.

24 MS. EDINBURG: I'd offer the attorney's fee  
25 affidavit. Does the Court want that marked as an exhibit?

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THE COURT: What property is Falcon?

A It's known as the Seismograph building. It's a small building, I believe 20,000 square foot office building located just down here on Arapahoe road. I believe they have conducted their subleasing, a portion or space now.

THE COURT: I'm going to ask that this check book be copied. I want a copy both of the deposit section and other sections since the Court has looked at this, rather than entering the whole check book. It's got a lot of pages.

MS. EDINBURG: I know. We just didn't have time to do it.

MS. DYCUS: Your Honor, for clarity, could we designate an exhibit number for that.

THE COURT: Yes.

MS. EDINBURG: Do it as 20.

MR. WILFRED: Your Honor, may I ask that those check books be returned so I can continue to run those businesses.

THE COURT: You certainly may. They will be returned.

MR. WILFRED: Thank you, Your Honor.

Q (By Ms. Edinburg) That was what I was going to ask you. Who's going to run these businesses, Mrs. Wilfred? You previously ran these businesses, Seismograph. You ran the building collecting the rent and paid the bills?

1           A     Again, while I was employed by Harmon, it was  
 2 again Mr. Wilfred. He requested that I start working there to  
 3 be his support. I was in the position of property manager. I  
 4 had no formal training in the property. The previous managers  
 5 were both fired and not willing to help at all. Harmon called  
 6 me and kind of threw me into the position. I either had to  
 7 sink or swim. I felt I did learn a lot, and I could probably  
 8 manage the property.

9           Q     If Mr. Wilfred were kept in jail until such time  
 10 as he answered our questions, could you take over the managing  
 11 of this particular property and collect the rent and pay the  
 12 creditors?

13          A     Oh, I could do the basic accounting. I don't deal  
 14 with the tenants. It would be a little difficult, but I'm sure  
 15 I could accomplish that.

16          Q     Could you get help?

17          A     Oh, I'm sure I could.

18          Q     And would that be your request, if Mr. Wilfred  
 19 is, in fact, confined in jail until such time as he chose to  
 20 answer our questions?

21                THE COURT: Is Falcon I or whatever the name is, is  
 22 that part of the bankruptcy?

23          A     I believe it is. Falcon itself is not in bankruptcy.  
 24 He filed Chapter 11. He filed individually and with the  
 25 partnership interest in all these entities, so....



1 MS. EDINBURG: Mr. Hill, the bankruptcy trustee is  
2 here. I don't know if he wants to address this.

3 MR. HILL: Maybe if the Court would like me to,  
4 I will.

5 THE COURT: Is this one part of the bankruptcy?

6 MR. HILL: Technically speaking, as I gather,  
7 alcon is not.

8 MS. EDINBURG: Of course, it's a partnership;  
9 is that correct?

10 MR. HILL: As far as I know.

11 MS. EDINBURG: His partnership is in bankruptcy,  
12 and technically, the bankruptcy works as a dissolution of  
13 the partnership, so it is, in effect, in bankruptcy, although  
14 other persons' interests right now are in bankruptcy?

15 MR. HILL: As far as I know, two, maybe one very minor  
16 partner.

17 A To answer your question, it's not something I even  
18 thought of until this moment.

19 Q (By Ms. Edinburg) But there is a management fee  
20 for doing all of this every month of \$1500, I believe?

21 A Well, I think there is more of a management fee,  
22 I believe, from the records that I found. The managing fee is  
23 about \$2700 a month. I believe Mr. Wilfred's salary is \$1500  
24 and he's taking that as a partnership draw basically in  
25 income, the rent or mortgage payments, so there's sort

1 of an overage that he took as his salary.

2 Q And would this then allow him to be able to pay  
3 you the kind of money that we're talking about here which is  
4 basically \$4500 as maintenance and \$1500 in child support?

5 A I believe so, yes.

6 MS. EDINBURG: Your Honor, I have a lot more  
7 documents about Promenade and whatever. All it does show is  
8 more money that we can trace. I'm not sure it's appropriate at  
9 this time to get anything else until we can analyze some of  
10 these things -- stuff, and figure out where we're going with  
11 this property.

12 A Elaine, may I ask you something?

13 (Whereupon, Petitioner and her Counsel had a  
14 discussion off the record.)

15 Q (By Ms. Edinburg) Did you have the ability or  
16 the opportunity to go through Mr. Wilfred's personal bank  
17 account regarding child support and his inability to pay you  
18 the child support?

19 A One thing I felt was very interesting is that on  
20 Mother's Day -- I forget the exact day, David said Harmon was  
21 totally broke. He requested David or told David he couldn't  
22 afford the visits any more; that nine dollars and some cents an  
23 hour to pay David for the supervised visitation, he couldn't  
24 afford, so he was cancelling all visits until further notice.  
25 and in a statement, he told me that there is no money for child

1 support. After we subpoenaed the documents from the United  
2 Bank of Hylands Ranch, there was money in the account as of, I  
3 believe, May 23rd. There was \$1200.

4 Q I hand you now Petitioner's Exhibit 21 and ask if  
5 you can identify that document.

6 A Yes. This is a copy of the first payment. My  
7 handwriting just explains these. The second is the page from  
8 checking account No. 1016402 dated May 11, 1990, Harmon L.  
9 Wilfred, United Bank of Hylands Ranch.

10 Q That is not a debtor and possessor account, is it?

11 A This one is not; however, this one does not show  
12 an adequate balance. This account number does not show an  
13 adequate balance to make child support, but attached to his  
14 debtor and possessor account 10008174 dated May 23, 1990,  
15 showing the balance of \$1,189.95, and I believe at that point,  
16 child support should have been a priority in an attempt to make  
17 some sort of payment. It should have come from this account.

18 Q So, it shows on the second page 514 check for  
19 \$508.96. Do you know what that's for?

20 A Sounds like it's probably his car payment.

21 Q And on the first page, there's a check for \$1458.  
22 Do you know what that's for?

23 A Yes, that's his house payment. In addition to  
24 this, I believe one of his letters, and I believe it's to the  
25 bankruptcy court dated, that he is current on the existing

1 mortgage, his vacation condo mortgage, all expenses on the  
2 condo and yet did not pay child support.

3 THE COURT: I want to take a look at that  
4 checkbook, Exhibit 20.

5 MS. EDINBURG: This is 20. It's not the same  
6 checkbook.

7 A I had seen this before on May 1st. I took a check  
8 for \$1500, and I, on May 1st, I took a check for \$2725.

9 Q (By Ms. Edinburg) And he took the same two checks  
10 on June 1st?

11 A The \$2725, I believe is "management fee" and \$1500  
12 is his salary.

13 THE COURT: Okay.

14 MS. EDINBURG: I'd move now for admission of  
15 Petitioner's Exhibit 21.

16 THE COURT: Mr. Wilfred?

17 (Whereupon, the Respondent gave no verbal response  
18 nor did he look at the Court when being addressed.)

19 MS. DYCUS: I have no objections, Your Honor.

20 (Petitioner's Exhibit 21 was admitted in evidence.)

21 Q (By Ms. Edinburg) Mrs. Wilfred, we filed a  
22 financial affidavit with the Court. You're aware of the  
23 details and accuracy, and all the assets as we've described  
24 them today, right?

25 A That's correct.

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Q And we listed some 15 or 12 businesses that we know at one point or another Mr. Wilfred was involved in; is that correct?

A Yes.

Q You're asking that the Court defer ruling on any of those marital assets?

THE COURT: What's Mr. Wilfred's education?

A I don't know. He has a Master's -- excuse me, a Bachelor's degree in finances, I believe, in marketing, several business-related courses. He reads constantly. He's a very bright man. I know he has a real estate sales license, but he does not have a real estate broker's license.

MS. EDINBURG: Your Honor, previously I had Mrs. Wilfred testify regarding the attorney's fee affidavit. Does the Court want this marked as an exhibit? I'm tendering to the Court, the attorney's fee affidavit for my attorney's fees to represent Mrs. Wilfred which is Petitioner's Exhibit 22, and we have that marked, Your Honor.

THE COURT: Mr. Wilfred?

(Whereupon, the Respondent gave no verbal response, nor did he look at the Court when being addressed.)

MS. DYCUS: No objection, Your Honor.

(Petitioner's Exhibit 22 was admitted in evidence.)

MS. EDINBURG: We now have Petitioner's Exhibits 6, 7, and 8, three communications that we found. Two were in

1 Mr. Wilfred's handwriting, and one is someone else's writing  
2 that I think are of great concern to the Court, or should be.  
3 There's also a letter from Mr. Pearcy dated June 3rd.

4 The June 3rd letter from Mr. Wilfred to Mr. Pearcy  
5 acknowledges the lawsuit was commenced with specific advise of  
6 Counsel, and I'm going to also attach as the same exhibit, the  
7 April 30th correspondence to Mr. Hinds indicating he will  
8 represent himself.

9 THE COURT: Mr. Wilfred, Exhibits 6, 7, 8, and 23?  
10 (Whereupon, the Respondent gave no verbal response,  
11 nor did he look at the Court when being addressed.)

12 THE COURT: Ms. Dycus?

13 MS. DYCUS: No objection, Your Honor.

14 MS. EDINBURG: I have no further questions of  
15 the Petitioner at this time, Your Honor.

16 MR. WILFRED: Your Honor, may I ask the Court what  
17 the intent of the Court is as to the security of my home after  
18 last night, and what the status is? I'd like to ask Ms.  
19 Edinburg.

20 THE COURT: I think we'll deal with that before  
21 this hearing is over.

22 MR. WILFRED: Thank you, Your Honor.

23 MS. EDINBURG: I assume he's not asking Mrs.  
24 Wilfred any questions. I'm finished with her. I don't know  
25 if Ms. Dycus has any questions.

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THE COURT: Ms. Dycus.

MS. DYCUS: Hopefully I'll be done by five.

CROSS-EXAMINATION

BY MS. DYCUS:

Q Mrs. Wilfred, I understand from your previous testimony that you have had primary caretaking responsibilities for Tyler ever since he came into your home?

A That's correct.

Q Okay. How has Mr. Wilfred done on discipline with Tyler?

A It was very interesting. In the beginning, you know, Tyler was so tiny. There was no discipline. I objected when he was spanking him at eight months. I felt that was much too young for a spanking, and the reason ---

THE COURT: He spanked him?

A Spanking his leg at eight months. He did not swat his diaper. He slapped his bottom or leg. I don't feel that the child was spoiled yet. I objected. I felt there were other ways to control an eight-month old boy. I felt he was too quick to hit on certain occasions. He did not beat him, but he was spanking his bottom or leg with his hand.

I'm not a striker. I don't like to discipline that way. Harmon rarely was around to discipline Tyler.

Q (By Ms. Edinburg) Now, you were present for Mr. Campbell's testimony about suppressing rage, were you

1 not?

2 A Yes.

3 Q Did that raise any concern for you? Do you have  
4 any concerns along that line?

5 A At the time we were married and living together?

6 Q Yes.

7 A I believe when we were hear the first time, I  
8 made a statement that I didn't think that Harmon would  
9 intentionally hurt Tyler. I have to change that testimony.  
10 Now, I feel that he could intentionally hurt Tyler. I feel --  
11 I didn't feel the suppressed rage was pointed towards me.

12 At that time, Tyler was wasn't old enough to talk  
13 about this. He was sort of this little object laying there. I  
14 didn't see any suppressed rage toward Tyler during the time we  
15 were marriage.

16 Q Did the rages ever turn into violence towards  
17 you during the marriage?

18 A Yes, it did. The first time was probably  
19 July of 1988. I had something else on my mind. Harmon was  
20 standing in front of the mirror quoting Bible verses. I asked  
21 him to please stop. I didn't want to hear that.

22 THE COURT: Just a moment.

23 A I'm sorry.

24 Q (By Ms. Dycus) Go ahead.

25 A I was going to the hospital for some tests. That



1 was on my mind. He was going on and on about Bible verses. I  
2 asked him to please stop. I didn't want to hear that at this  
3 moment, that something else was on my mind. He said, "If you  
4 don't want to hear the Word of God, you're not a Christian,"  
5 and started chasing me around the house shouting at me. "I  
6 rebuke the devil. Leave her body. She's possessed by the  
7 devil," and it frightened me enough that I called Anita Jones,  
8 that's Mr. Jones' wife because Harmon had been attending that  
9 church. She tried to calm Mr. Wilfred down. We talked on the  
10 phone, the three of us. He left for work like he was fine. It  
11 really frightened me at that time. It was frightening to have  
12 someone in your face rebuking the devil.

13 Q Has there been any occasion of violence?

14 A Yes, there were two others, yes. The second was  
15 October the 10th. Again, these situations sort of built up.

16 Q Is this 1988?

17 A It would have been 1988. I'm trying to remember  
18 exactly what led up to this. We had been out to dinner.  
19 Harmon had a few beers. We had company from out of town, a  
20 family of four staying with us. We were working, the both of  
21 us, at the same company. Things were very busy and tense, and  
22 we came home about 11 o'clock at night. And I was almost  
23 asleep, and Harmon was sort of pacing the room again quoting  
24 Bible verses and talking about sin and how wives are to submit  
25 to their husbands. That's in the Bible.

1           And to be blunt, he wanted sex. I was going to  
2 sleep, and he said tht it didn't matter, he was the man of the  
3 house, and he said in the Bible that I had to submit. He was  
4 to demand it.

5           He ripped the covers off the bed. I pulled them  
6 up over me. He ripped them off the seonc time. I pulled them  
7 up again. I said I wanted to go to sleep. I had a very big  
8 meeting in the morning. I said, let's talk about this later.  
9 I wanted to go to sleep. The third time he did it, well, in  
10 the meantime, maybe a few minutes passed when he went out of  
11 the room ranting quoting the verses. I heard him mumbling in  
12 the other room.

13           He came back in, tore the covers off the bed the  
14 third time. I was almost asleep. It was sort of a major  
15 reaction on my part. I sort of kicked at him with my heel up.  
16 I said, "stop it." He went into an absolute rage. He started  
17 hitting me like this (indicating) in the head. He was very  
18 careful not to slug me or bruise me.

19           He wouldn't stop until I was able to get up on  
20 my knees. I slapped his face. I put my coat on. I left the  
21 house. I did leave Tyler at that time. It was very late at  
22 night. He was asleep. We had a family of four staying  
23 upstairs. I knew he wouldn't get Tyler. I went to some  
24 friends. She gave me some wine. I came back at 1 o'clock  
25 crying. He told me he was so sorry. "I promise I'll never do

1 this again. Will you ever forgive me?" "The only way for me to  
2 forgive you is if you get psychiatric help." He promised.

3 I told him I'd make the appointment tomorrow. I made  
4 an appointment to see Harry Fokes (phonetic), a marriage  
5 counselor on the 13th of October. I started seeing Harry. It  
6 was my understanding after that, Harmon started seeing a  
7 counselor at the Happy Church, but we decided toward the end of  
8 the year, we both would seek counseling together. We started  
9 seeing Cody Walton (phonetic). We saw him three or four times  
10 until he resigned from his position, and then Harmon decided we  
11 did not need counseling any more, that God could heal  
12 everything. It was two months after that I moved out.

13 Q You indicated there was one other episode of  
14 violence?

15 A Yes. The third time was Christmas Eve. Again,  
16 there were several incidents that sort of built up to this.  
17 One was the firing of this girl who worked for him because he  
18 say demons around her head two days before the holiday. I  
19 forget. It happened on a Saturday, I think. I had gone  
20 shopping with my friend, and he didn't like her.

21 Christmas Eve, I'm trying to remember the details  
22 of it. We were supposed to go to a neighbor's house. They  
23 were having a surprise birthday party for Tyler. He was going  
24 to turn one. Harmon was going to play Santa Claus for all the  
25 kids. He had gone out shopping. He was due to come back so I

1 could go out and run an errand. He can back late and announced  
2 to me he had decided we were not going to attend this party.

3 I had prepared for the party. I mean, it just  
4 wasn't a casual get together. It really was a special party  
5 for me, but he decided these people aren't really Christians.  
6 They were only Catholic. We were to spend Christmas Eve with  
7 Tom and his wife. He said Tom Jones and his wife had invited  
8 us over. Well, I didn't know, they weren't our friends, why  
9 they would want us over.

10 I was very angry. I went upstairs. Tyler was  
11 laying at my feet. I was doing my hair in the bathroom, and  
12 Harmon comes up with his coat on. He picked Tyler up, and he  
13 says, "I'm taking him. You can stay here by yourself on  
14 Christmas Eve. Tyler and I are going to the Joneses."

15 My immediate reaction was to get the baby back. I  
16 grabbed for him. Harmon held out his hand. He was pushing me.  
17 He was trying to hit me. I even bit his finger because his  
18 hand was in my face. Eventually he knocked me down. The  
19 child's security gate fell on top of me. He went downstairs  
20 and left the house with Tyler.

21 I went downstairs. I called the Arapahoe Sheriff.  
22 They came out and did a report and sent a patrol car to look  
23 for Harmon. He came --- he brought Tyler back and threw Tyler  
24 on the bed while he was on the phone with the police. He left  
25 by himself and then came back willingly about 20 minutes later.

1 He was a completely different person, calm.

2 He said, "There's no reason my wife should be  
3 calling the police. Nothing happened," and, you know, then the  
4 Sheriff was looking at me like I was hysterical. I didn't  
5 leave the house. He went shopping and bought Christmas gifts  
6 for the Joneses. He sat in the Joneses' parking lot for a  
7 period of time. They weren't even home.

8 Q Mrs. Wilfred, one of the things that suprised me  
9 from the beginning is how calm you are. Can you explain to the  
10 Court how you can say these things that happened to you, and  
11 yet you're so calm?

12 A I guess it's my personality. I'm a very controlled  
13 person. I'm very calm. Things don't upset me. I can deal  
14 with a lot. I'm an extremely strong person. I don't break  
15 down easily, and that's just the way I am. I don't cry. I  
16 don't get hysterical. I deal with things very calmly.

17 Q Now, you heard Mr. Jones's testimony about  
18 his van and car windows being broken out. Have you had any  
19 problem with that?

20 A Yes. Coincidentally, the first one was about three  
21 days after I cancelled the Thanksgiving visit. I needed to  
22 make a note to the Court that during the last year, I cancelled  
23 three visits for my own personal reason. Any other visits that  
24 were cancelled were due to Tyler's illness or Harmon  
25 cancelling. The first one, Thanksgiving Day, I cancelled that

1 visit. My car window was broken out. I thought it was  
2 vandalism. I didn't have any correlation there.

3 The third time it was after like two days, after  
4 Harmon was angry about something. For a time, I didn't see any  
5 correlation, but there were different times that my car window  
6 was broken out -- broken out twice either from a crowbar or  
7 sharp instrument. Twice it was shot out, and the police did an  
8 investigation which was not typical. There were no other cars  
9 on the street that were touched. They felt there was someone  
10 out to get me because this was not typical.

11 Q Mrs. Wilfred, just one last question. You heard  
12 Mr. Campbell's testimony concerning healing Mr. Clown and  
13 saying grace. Has Mr. Wilfred ever asked you about what  
14 religious training you wanted Tyler to have?

15 A He has never inquired. I think he just assumed  
16 that whatever he chose for Tyler here would be the way Tyler  
17 was raised.

18 Q Thank you.

19 MS. DYCUS: I have no other questions.

20 A There was nothing discussed.

21 MS. EDINBURG: I have two more questions I  
22 unfortunately forgot.

23 REDIRECT EXAMINATION

24 BY MS. EDINBURG:

25 Q Mrs. Wilfred, I asked Mrs. Keller did she know a

1 binky. What is a binky?

2 A As far as I know, it's a pacifier.

3 Q And what's happening with Tyler after he comes  
4 back from a visit with his dad?

5 A Well, one thing I mentioned that David Campbell  
6 had mentioned, Tyler is now talking, and I was giving him a  
7 bath. I told him to stand up, I wanted to wash his bottom.  
8 He said, "Wash my binky." I said, "Your what?" He said for me  
9 to wash his binky. I said I called it a peepee. I said, "Who  
10 told you that was a binky?" He said, "Daddy." And I checked  
11 with the day care providers. They said they call it a penis,  
12 and they're the only people who have seen Tyler or changed his  
13 diaper.

14 I seriously don't think Harmon knows what a binky is.  
15 I just thought it was a little strange that he would tell him  
16 that his penis was a binky.

17 Q Are you also concerned about your safety and Mr.  
18 Wilfred's reaction to all of this?

19 A Oh, very concerned about Tyler.

20 Q Do you want a permanent injunction?

21 A Oh, yes, definitely.

22 Q From this divorce?

23 A Definitely.

24 Q Against Mr. Wilfred from contacting you in any way?

25 A Yes, I do. I have a very safe place. I live in

1 the city. I have security doors. I have iron bars on my  
2 windows, and my car now has an alarm system, but I feel very  
3 concerned.

4 Q Thank you.

5 MS. EDINBURG: I have nothing further.

6 MS. DYCUS: I have no recross, Your Honor.

7 THE COURT: All right. You may step down. Mr.  
8 Wilfred, did you wish to cross-examine Mrs. Wilfred?

9 (Whereupon, the Respondent gave no verbal response,  
10 nor did he look at the Court when being addressed.)

11 MS. EDINBURG: Your Honor, I have no other  
12 witnesses except, again, Mr. Wilfred for cross-examination.

13 THE COURT: I need an offer of proof what it is  
14 you wish to ask Mr. Wilfred so that I will know whether it's  
15 important enough for me to continue feeling that his behavior  
16 is contemptuous. I'm very concerned for Mr. Wilfred's mental  
17 health. If I believe his mental health is at issue, I may be  
18 able to hold him and have a full psychiatric evaluation done.

19 MS. EDINBURG: Well, Your Honor. I have given you  
20 bits and pieces. If you look at, I think, Exhibits 15 and 16,  
21 Promenade, there's savings of over \$300,000. We have no idea  
22 where it went. I have another account here, United Bank.  
23 There was a deposit July 10th, three days after we were in  
24 court for \$162,000. Where did he get it? We can't trace it.

25 He withdraws \$100,000 on July 14th. We don't



1 know where that money went. The Court has a \$36,000 check in  
2 front of you. I don't know where the money is.

3 THE COURT: Those are the questions?

4 MS. EDINBURG: All the financial stuff, where is  
5 the money? We can't put it together. If you look at the  
6 financial affidavit under miscellaneous, we have detailed out  
7 under paragraph 16, business interests known as Falcon Venture,  
8 Falcon I, Seismograph Building, Monaco, Regatta Landing,  
9 Promenade, Tower Group, Westmarc Investments, Westmarc  
10 Commercial Brokerage, Westmarc Commercial Maintenance, Westmarc  
11 Commercial Management, Westmarc Construction Management,  
12 Regatta Infant Care, Wilfred Investments. If you look at the  
13 next page, as of 6/14, the bank balance that we've been able to  
14 find of 1989 total \$317,000. We can't find the money. We just  
15 can't find the money. He's the only one that knows. We did as  
16 much as we could in three hours last night.

17 THE COURT: Can't the Court assume then if you ask  
18 him questions and he refuses to answer them, that he has  
19 possession of those monies, and then go from there?

20 MS. EDINBURG: Yes, I think the Court can.

21 MR. WILFRED: Your Honor, may I make a comment?

22 THE COURT: You certainly may.

23 MR. WILFRED: I will be happy to produce all records  
24 and all accounting upon appeal of this case when I'm adequately  
25 represented by legal counsel.

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THE COURT: Mr. Wilfred, you've been order, when you were represented by legal counsel, to produce documents which would have saved this Court a great deal of upset yesterday. You had legal counsel. You had Mr. Segall. You had Mr. Hinds. You had, I can't remember the other gentleman, but I know there was at least one other gentleman, and Mr. Epstein's office that represented you at all of those hearings.

You were represented at all of those hearings. You were ordered to produce the documents. You are now telling me when this matter goes to appeal, you will then decide to produce the documents. This Court really has no more patience with that. You have not produced the documents. You will either testify today or the things that you have not testified to, will be deemed to be true, and if you would like to do that sort of thing, I think we can do that. That would save a lot of time.

MS. EDINBURG: Okay. That's fine. You know, the Court already has the exhibit from \$36,000. You already have the exhibit showing \$3,000 from the Promenade account that Mr. Wilfred shows under savings. I believe he has that money hidden. There's another exhibit that I might as well just mark it as Petitioner's Exhibit 24, and it shows a deposit of \$162,000 on July 10th. We have no idea where that money came from.

It shows a miscellaneous withdraw of \$100,000 on

1 July 14th. We don't know where that money went to. Your  
 2 Honor, we did find notebooks from Mr. Wilfred. the only thing  
 3 that was in the safety deposit box were notebooks and mr.  
 4 Wilfred's passport. I brought the passport with me. I have  
 5 the notebook in one of those boxes dated September 18th of  
 6 1989. There's a note, it says, Hong Kong, one-to-one dollar  
 7 use, Hong Kong. There was another entry on October 18, 1989,  
 8 it says, he knows it's illegal to transfer the money out of the  
 9 funds. There's a notebook also that indicates there was  
 10 storage at United. Mr. Hill, I believe, has that notebook.  
 11 There was a storage at County Line Road and Holly. We'd like  
 12 permission for the bankruptcy trustee and someone to go in  
 13 there and search it.

14 THE COURT: I assume that's going to the bankruptcy  
 15 court, that they'll be interested in that.

16 MS. EDINBURG: There all kinds of checks, Your  
 17 Honor, for \$4,000, to Westmarc Investments that are endorsed  
 18 over to Mr. Wilfred personally. There's his salary that he's  
 19 endorsed personally. There's cash receipts for thousands and  
 20 thousands of dollars, and unfortunately, this is all stuff we  
 21 discovered at the eleventh hour.

22 THE COURT: I have no problem continuing this part  
 23 of the permanent orders. What I'm having a problem with is  
 24 continuing to have Mr. Wilfred in jail. I'm not content to  
 25 just have him sit in jail while this civil matter continues.

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MS. EDINBURG: I know.

THE COURT: I understand, and I strongly feel that Mr. Wilfred's behavior is contemptuous. It's clearly contemptuous. He knew what he was supposed to do, so from that behavior, he understands what's happening. We're going to continue this matter until 2 o'clock, and we'll see how we're going to complete this.

MS. EDINBURG: Okay.

MS. DYCUS: Your Honor, if I might, while we're still here. I'd like to provide an affidavit for the Guardian ad Litem.

THE COURT: Mr. Wilfred, do you have any objection to the affidavit for the Guardian ad Litem?

(Whereupon, the Respondent gave no verbal response, nor did he look at the Court when being addressed.)

MS. DYCUS: I have provided Mr. Wilfred with a copy and have previously, this morning, prepared a copy for Ms. Edinburg.

THE COURT: We'll recess.

(Whereupon, the Court took a recess at 11:55 a.m.)

THE COURT: We're back on the record with Wilfred.

MS. EDINBURG: Your Honor, I'm really in a quandary. I have attempted to try to put some numbers together from what is the marital estate. That's what the Court had directed me to do. I'll just summarize for the Court unless you want me to

1 recall Mrs. Wilfred.

2 We've tried to analyze what you're already heard  
3 and what's already in evidence. If you need her back on the  
4 witness stand, then we'll put her back on. The Court knows  
5 about the lawsuit that Mr. Wilfred has against all of us. He's  
6 asked for a claim in excess of \$20 million against Mrs.  
7 Wilfred, Ms. Dycus, John and Jane Doe for disturbing his  
8 business and financial interests in excess of \$20 million in  
9 assets, business entities, business partners, creditors and  
10 employees. That's his own statement what he believes his  
11 business interests and assets are worth, and that's verified  
12 June 4th by Mr. Wilfred.

13 THE COURT: Why don't you question Mr. Wilfred  
14 about these facts.

15 MS. EDINBURG: Okay.

16 THE COURT: Mr. Wilfred, take the stand.

17 (Whereupon, the Respondent gave no verbal response,  
18 nor did he look at the Court when being addressed.)

19 THE COURT: You may inquire.

20 MS. EDINBURG: Mr. Wilfred, would you please  
21 explain to the Court why you've said that you had business  
22 interests in excess of \$20 million?

23 MR. WILFRED: That's the amount that I actually lost  
24 as a result of all this. Those assets are gone.

25 MS. EDINBURG: Gone?

1 MR. WILFRED: They're gone.

2 MS. EDINBURG: Where are they?

3 MR. WILFRED: The shopping center, I lost in  
4 foreclosure.

5 MS. EDINBURG: The two shopping centers were  
6 Regatta and Promenade?

7 MR. WILFRED: That's correct.

8 MS. EDINBURG: And those were in foreclosure after  
9 Mrs. Wilfred filed for divorce; is that correct?

10 MR. WILFRED: (No response)

11 MS. EDINBURG: You were in charge of collecting all  
12 the rent, were you not, from '88 through March of '89?

13 MR. WILFRED: I have no further comment.

14 MS. EDINBURG: You're not going to answer any  
15 more questions; is that correct?

16 MR. WILFRED: That's correct.

17 MS. EDINBURG: You didn't tell us that the \$36,000  
18 that the Court has, which is a check, was made out to cash?

19 MR. WILFRED: I have no further comment.

20 MS. EDINBURG: Are you going to answer what happened  
21 to the \$349,000 listed in the Promenade savings account?

22 MR. WILFRED: (No response)

23 MS. EDINBURG: The taxes for \$110,000 listed on  
24 the Promenade account, that was never paid?

25 MR. WILFRED: (No response)

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1 MS. EDINBURG: Twenty-two thousand that was  
2 withdrawn from the joint checking account in January of  
3 1989?

4 MR. WILFRED: (No response)

5 THE COURT: Mr. Wilfred, I want you to understand  
6 that by not answering these questions, you are admitting that  
7 you have possession or know where those funds are. Do you  
8 understand that, Mr. Wilfred? In other words, the Court is  
9 going to treat this section of this trial as if it were a  
10 request for admissions on the part of the Petitioner. If you  
11 fail to answer, then the questions will be deemed admitted.

12 MR. WILFRED: Your Honor, all of those items  
13 that she's talking about are accountable, and everything they  
14 have said about them are untrue. That's a carte blanche  
15 statement.

16 THE COURT: Sir, you can't have it both ways.  
17 You can testify, you can take the stand, and I'll swear you in.  
18 If you don't want to testify, what you're trying to do is to  
19 do it your way. The Court does not do it that way. The way  
20 you do it according to the rules of the Court, this Court is  
21 bound to follow those rules just as you are, and I've been  
22 reasonable, shall we say. And if you want to sit where you  
23 are, that's fine. If you don't want to take the stand, then I  
24 need to tell you what the rules are. I have told you that  
25 once, and I'll do it one more time.

1 MR. WILFRED: Thank you.

2 THE COURT: Ms. Edinburg is asking you questions.  
3 If you fail to answer them, the Court is going to make the  
4 assumption that those assets exist, that you know where they  
5 are, and they are probably in your possession.

6 MR. WILFRED: Yes, Your Honor, I appreciate that  
7 explanation. I would prefer to go back to my position that I  
8 believe my rights have been violated here. I don't want to  
9 participate.

10 MS. EDINBURG: Okay. so, the \$22,000 that was  
11 withdrawn from the joint account in June of 1989, do you know  
12 where those funds are?

13 MR. WILFRED: (No response)

14 MS. EDINBURG: Let the record reflect there's no  
15 answer. The \$100,000 withdrawal from the Promenade account  
16 dated July 14, 1989, do you know where those funds are?

17 MR. WILFRED: (No response)

18 MS. EDINBURG: Let the record reflect there's no  
19 answer. The \$12,312 withdrawn from the Falcon Limited account,  
20 do you know where those funds are?

21 MR. WILFRED: (No response)

22 MS. EDINBURG: Let the record reflect the witness  
23 is not answering. When you closed Westmarc on July 10, 1989,  
24 you closed both accounts totaling \$8,844. Do you know where  
25 those funds are?



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MR. WILFRED: (No response)

MS. EDINBURG: Let the record reflect Mr. Wilfred is not answering. The furniture that you took from Westmarc was valued at \$38,000. Do you know where the furniture, equipment and other assets from that business are?

MR. WILFRED: (No response)

MS. EDINBURG: Let the record reflect the witness is not answering. Do you know the difference of \$65,000 from the Papacitos check, that one ledger is listed at seven thousand and some odd dollars and the check is \$7,300 which is a difference of \$65,000. Do you know where the \$65,000 is?

MR. WILFRED: (No response)

MS. EDINBURG: Let the record reflect the witness is not answering. You received \$10,200 commission for the Sunshine Day Care Center that never opened in Promenade. Do you know where that money is?

MR. WILFRED: (No response)

MS. EDINBURG: Let the record reflect the witness is not answering. You received \$3500 for the day care center which was never complete. Do you know where that money is?

MR. WILFRED: (No response)

MS. EDINBURG: You apparently received in excess of \$50,000 of personal notes to you from the tenants at the Promenade. Do you know where the notes are, or have you received any money from those notes?

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MR. WILFRED: (No response)

MS. EDINBURG: Let the record reflect he is not answering. You apparently loaned Earl Garcia \$7,000, and you have a note from him. Do you know where the money is? Have you received any of the money?

MR. WILFRED: (No response)

MS. EDINBURG: Let the record reflect he is not answering. You apparently purchased a 1981 Corvette automobile. I got your attention, at least. A Corvette automobile for Elizabeth Lotz (phonetic), the 17-year old daughter of Phylis Lambert. How much did you pay for that car?

MR. WILFRED: (No response)

MS. EDINBURG: What other purchases have you made for Elizabeth?

MR. WILFRED: (No response)

MS. EDINBURG: Let the record reflect he is not answering. Did you buy Elizabeth a ruby pendant at May D & F on May 26, 1990, for \$120?

MR. WILFRED: (No response)

MS. EDINBURG: Let the record reflect he is not answering. Did you take a cash withdrawal of \$9,000 out of the United Bank of Hyland Ranch account on January 6, 1990?

MR. WILFRED: (No response)

MS. EDINBURG: Let the record reflect he is not

1 answering. I have no further questions at this time.

2 THE COURT: All right. Ms. Dycus, do you have  
3 any questions?

4 MS. DYCUS: Your Honor, I only have one. Mr.  
5 Wilfred, if the Court were to order you to have psychological  
6 counseling as a condition for visitation, would you comply with  
7 that order?

8 MR. WILFRED: Yes, I would.

9 MS. DYCUS: Thank you.

10 THE COURT: Any other evidence, Ms. Edinburg?

11 MS. EDINBURG: Not at this time, Your Honor.

12 THE COURT: All right. Do you wish to sum up?

13 MS. EDINBURG: Yes, Please, Your Honor. The Court  
14 has heard an incredible amount of evidence in this case giving  
15 you a fairly accurate understanding of the case.

16 Let me summarize on behalf of the Petitioner, number  
17 one, we're asking the Court to dissolve the marriage of these  
18 parties. We're asking that Mrs. Wilfred be awarded sole  
19 custody of the minor child, Tyler. We, at this point in time,  
20 Your Honor have very serious concerns about Mr. Wilfred having  
21 visitation with Tyler whatsoever until it is proven that he is  
22 a fit and competent person to exercise his visitation rights  
23 based on the testimony of the Court hearing from both David  
24 Campbell and the other witnesses and Mrs. Wilfred.

25 I believe that the statutory provisions regarding

1 restriction of visitation have been met; that if Mr. Wilfred  
2 continues to see this child, that his emotional development  
3 may be significantly impaired or his physical health  
4 endangered.

5 I'm looking for my statutory cite for the Court.  
6 With respect to the other assets, we've got a very unique  
7 situation. We're in bankruptcy based on Mr. Wilfred's  
8 voluntary action to deprive Mrs. Wilfred of any of the marital  
9 assets, so he can manipulate the bankruptcy court.

10 On of the most important things the Court can do is  
11 enter a maintenance award as Mrs. Wilfred requests of \$4500.  
12 The Court has before it numerous exhibits indicating that Mr.  
13 Wilfred has the capability to pay maintenance and \$1500 a month  
14 as child support for a total of \$6,000.

15 Given the fact Mr. Wilfred voluntarily filed this  
16 bankruptcy before we were to continue in finalizing the  
17 temporary orders in June of 1989, before Virginia Ware, it  
18 would be our request that this Court enter a retroactive  
19 maintenance and child support award back to July 7th. That  
20 would allow us to take these accrued monies and ask that the  
21 bankruptcy court look favorably at Mrs. Wilfred and Tyler as  
22 somewhat of a priority creditor, although I understand that's  
23 not necessarily a priority of the bankruptcy court in allowing  
24 us to attach, if it's anyway possible, the remaining \$75,000 in  
25 the bankruptcy court registry.

1           With respect to the family residence, Mrs. Wilfred  
 2 is on the title as well as on both mortgages. She's very  
 3 concerned about that liability. We would like to ask this  
 4 Court to sell that house, and to allow Mrs. Wilfred to  
 5 supervise that sale. I don't know if the Court has power to do  
 6 that given the bankruptcy. I think that we have to look to Mr.  
 7 Hill, the bankruptcy trustee, if the bankruptcy trustee will  
 8 allow this Court order to take precedence that the marital  
 9 estate is not liquidated.

10           I think any of the furniture Mr. Wilfred has  
 11 indicated to the bankruptcy court he doesn't want, he should  
 12 turn over to Mrs. Wilfred or sell or liquidate it for the  
 13 purpose of providing Mrs. Wilfred some sort of income.

14           The home that Mrs. Wilfred is currently residing  
 15 in at 1748 East 36th Avenue in Denver was hers before the  
 16 marriage and is not marital property and should be awarded to  
 17 her with no claim from Mr. Wilfred. There's a condo Mr.  
 18 Wilfred had before the marriage. We don't have any information  
 19 about it. It's the vacation home that costs approximately a  
 20 thousand a month to maintain that house. It's current, and  
 21 it's separate property.

22           Again, I don't think the Court has any jurisdiction  
 23 to order it sold. I think it's probably an asset in bankruptcy  
 24 court. Mrs. Wilfred's car was purchased by her after the  
 25 separation, after the Mercedes was seized by the lessor, and

1 we're asking the Court to award her the 1988 Chevy Corsica for  
2 her as her sole and separate property.

3           With respect to a division of the remaining marital  
4 assets, I'm really in a quandary. I've got three different  
5 amounts that this Court can pick. I've got a \$20 million  
6 dollar value in Mr. Wilfred's lawsuit filed against all of us  
7 is what he believe his business interests are worth. I've got  
8 a two to seven million dollar value put on by the witness Pat  
9 Bush who told the Court she spent over a thousand hours trying  
10 to determine and trace what happened to all the money from the  
11 Promenade Shopping Center.

12           We know that Mr. Wilfred was collecting approximately  
13 \$70,000 rent each month. There are at least eight or nine  
14 months he never made the mortgage payments, so her numbers are  
15 only numbers that we really have, you know, what the estimates  
16 are.

17           The other numbers that I've asked Mr. Wilfred just  
18 now to please answer where the money is, totalled \$781,123.  
19 Mrs. Wilfred and I have discussed that if the Court is inclined  
20 at this point to enter a property award and giver her half of  
21 the approximately \$883,000 which is known to us in these  
22 designated items, Mr. Wilfred claims and refuses to comment  
23 what happened to it, and that's deemed to be marital property,  
24 Mrs. Wilfred would be entitled to \$441,500 as a property  
25 settlement.

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1           However, Court could award her one million or  
2 ten million if the Court wanted to. Just take these known  
3 entities, and if we find anything in the future and the  
4 bankruptcy is dismissed, then we can apply to the Court for a  
5 future division of the assets. Mr. Wilfred has not made child  
6 support or alimony payments for the last month, technically,  
7 pursuant to the interim orders. There is \$1750 due to Mrs.  
8 Wilfred today. We've got a checkbook, and we could obtain his  
9 signature. We feel he's got the money. She's desperate. She  
10 doesn't have a penny at this point. I had to pay for the  
11 locksmith last night to have his assistance, and she's not been  
12 able to pay the legal fees, and our attorney's fee affidavit  
13 from our office was \$18,000 not anticipating last night or  
14 today's hearing.

15           We believe that Mr. Wilfred should be responsible for  
16 all the attorney's fees in this case; all of my fees; all of  
17 Ms. Dycus's fees. I would point out that Mr. Wilfred was the  
18 one that insisted that a Guardian ad Litem be appointed in this  
19 case. Mr. Wilfred was the one that request this Court appoint  
20 a Guardian ad Litem, and we certainly have appreciated Ms.  
21 Dycus helping.

22           I think he should take financial responsibility  
23 for Maria Flora, the bankruptcy attorney's fees, which are  
24 right now \$5800. I think Mr. Wilfred should be solely  
25 responsible for that affidavit on Mrs. Wilfred as well as

1 other credit cards based on the fact she had to go and borrow  
2 money to support herself and defend this lawsuit. We think all  
3 that responsibility should be Mr. Wilfred's.

4 We're asking for a permanent injunction both on  
5 behalf of Mrs. Wilfred, but all of the witnesses that have  
6 testified in this case. I think everyone has expressed to you  
7 serious concerns. We couldn't even get the City Federal  
8 employer here unless we really pushed, and we decided not to do  
9 it only because we didn't think that at this point it made a  
10 lot of sense to bring her down from Boulder and have her  
11 exposed to more cross-examination.

12 But I think there is some legitimate concern here.  
13 I'm concerned. I know Ms. Dycus is concerned. I think --- we  
14 think we need some protection with respect to Mr. Wilfred's  
15 continuing contempt of this Court. I have a real dilemma here.  
16 I have several of the documents that we took late last night  
17 which we are inventoring them right now.

18 Mrs. Wilfred and myself really believe if these  
19 documents were returned to Mr. Wilfred, we'd never see them  
20 again. I'd like this Court to either retain the documents here  
21 or turn them over to Mr. Hill who's the bankruptcy trustee and  
22 let him deal with them in the bankruptcy court. We'll do  
23 whatever we need to do to cooperate.

24 I don't think that these documents should be turned  
25 back to Mr. Wilfred because they will be gone. Mr. Hill



1 advised me just before Your Honor came on the bench at 1:30  
2 apparently that there's an 80 by 20 foot storage unit he  
3 visited over the lunch hour with lots of office furniture,  
4 documents and whatever, and I think that needs to become the  
5 property of the bankruptcy trustee.

6 He did go to the family residence over the lunch  
7 hour when Mr. Wilfred's secretary Jean Redding was there. I'd  
8 like the Court to know Ms. Redding is the one who wrote the  
9 March 9th letter, writings from God that said Mr. Wilfred was  
10 dead. Ms. Redding was the one who wrote that document that was  
11 in the home. I don't know what she's doing there. I'm  
12 very concerned.

13 THE COURT: How did she get in the home?

14 MS. EDINBURG: Apparently she has a key. She's  
15 here. She came last night when we were there. She wanted to  
16 know what we were doing. I don't know. I really believe that  
17 he needs to stay incarcerated until he gives this Court a full  
18 accounting of everything.

19 If the Court wants to do it the other way and deem  
20 it admitted, he's going to go back to that house, and I don't  
21 see how we'll get any other documents after he gets out of  
22 jail. Mr. Hill is going to need a little bit more time getting  
23 more documentation for the bankruptcy, and if the bankruptcy  
24 court dismisses this action, then this Court takes jurisdiction  
25 over this matter.

1 THE COURT: There has not been a stay from the  
2 bankruptcy court?

3 MS. EDINBURG: Then we'd have to get relief.

4 THE COURT: No. What I'm asking you, my confusion  
5 is, I wouldn't have proceeded with the property if the  
6 bankruptcy court has not said go ahead.

7 MS. EDINBURG: Right. We have the relief from the  
8 stay. I don't believe there is anything else. One thing, the  
9 Court has the ability to order Mr. Wilfred to continue in full  
10 force and effect the life insurance policy for Tyler. Mr.  
11 Wilfred's current policy is \$100,000. We've never been able to  
12 find information about that. That needs to be maintained in  
13 full force and effect. Mrs. Wilfred is requesting to have her  
14 maiden name restored to her. We'll prepare a decree and  
15 permanent orders. Thank you very much.

16 THE COURT: Mr. Wilfred, did you wish to sum up?

17 MR. WILFRED: I do, Your Honor. Just briefly,  
18 Your Honor. There's an important point, one particular item,  
19 the inventory that everything was taken, I'd like a inventory  
20 of everything that was taken from the house. I'd like the  
21 original back. They're welcome to copy with one exception, the  
22 notebooks that were taken, I have no problem with those being  
23 turned over to Mr. Hill. It seems as though there were some  
24 concerns on his part. I'd just as soon he have them or if the  
25 Court has them until whatever needs to be done with the, it can

1 be done. There are old notebooks. I don't need them. They  
2 were in storage anyway. I'd also like to resecure my home if  
3 it's at all possible. That's really all I have, Your Honor.

4 THE COURT: Ms. Dycus.

5 MS. DYCUS: Your Honor, I join in the Petitioner's  
6 request that a permanent injunction be entered on behalf of all  
7 the witnesses to prevent contact and any harassment.

8 I would also like to remind the Court that Mr.  
9 Campbell, although he had no agreement to be paid, did ask the  
10 Court for an order for his fees. He indicated he had spent 19  
11 hours preparing for and attending hearings and testifying, and  
12 that he felt that his time was worth \$30 an hour. That would  
13 be \$570.

14 Your Honor, this case has not really had a question  
15 of custody. It's been pretty clear, at least since the  
16 pretrial, that the original appropriate person to have custody  
17 in this case was the Petitioner.

18 There's a serious question about visitation. I  
19 believe that the statutory standard has been met; that the  
20 testimony has been clear that there is danger to Tyler's  
21 emotional development and potentially physical danger to him  
22 during visitation which would warrant a restriction. I'd like  
23 the Court to look first at Mr. Wilfred. We have a number of  
24 witnesses testifying.

25 No one can give a really clear line of where religion

1 stops and where psychiatric problems start, but the consistent  
 2 testimony has been that Mr. Wilfred has crossed that line. We  
 3 had a unique source of information from Mr. Campbell. I  
 4 believe his insights were based as they were over the long  
 5 period of time which gave this Court a picture that you would  
 6 not have otherwise had.

7           The pattern that he referred to, feeling of  
 8 persecution, evasiveness, lying, spiritual confusion, identity  
 9 confusion, manic behavior, a strong need to control others, a  
 10 lack of sense of accountability; hints of suppressed rage; lack  
 11 of emotional support structure, difficulty maintaining  
 12 relationships, poor understanding of the cause and effect  
 13 particularly in the relationship with Tyler; dictating,  
 14 vindictiveness, emotional manipulation, lack of insight, and  
 15 unwillingness to face reality really concerns me in terms of  
 16 Tyler's contact with him in the future.

17           Various parts of that pattern have been testified  
 18 to by every witness that has come before this Court. It is a  
 19 consistent pattern. Mr. Campbell recommended that the  
 20 supervision not only continue but that be done by a  
 21 professional and in a secure setting.

22           I'd like to advise the Court that at my request Mr.  
 23 Campbell spoke with Sharon Holland of Bridge's. Bridge's is  
 24 not willing to do supervised visits on this case because of a  
 25 lack of security. As the Court is probably aware, Mrs. Holland

1 was involved in the Children's Hospital program and indicated  
2 based on her knowledge, she did not believe that they would  
3 have a secure setting either. I have not contacted Children's,  
4 though, directly, to determine that. I guess that's my biggest  
5 concern with Mr. Wilfred.

6 I'm very pleased that he indicated that he would  
7 comply with an order by the Court to go to counseling. He  
8 hasn't given any indication that he has any insight into his  
9 problems, rather, he feels that he's simply been persecuted  
10 religiously based upon that and also based upon Mr. Campbell's  
11 testimony that the pattern of problems that he has seen would  
12 not been seen in a short evaluation or short contact, but would  
13 need a long term contact.

14 If the Court determines to allow any visitation at  
15 all, I would ask that one of the conditions be for counseling,  
16 but specifically that be long term counseling. The kind of  
17 problems that Mr. Wilfred has exhibited are not problems that  
18 are going to go away in one month or even a year of counseling.  
19 I think that it's clear that they were long term in developing  
20 and will be long term in dealing with them.

21 Another real major concern is that the testimony has  
22 been consistent including Mr. Wilfred's testimony through some  
23 of the documents and his conduct in this Court that he does  
24 lack a sense of accountability. He does on occasion recognize  
25 the powers and authority of this Court and comply with it.

1 He started out yesterday morning apologizing for his behavior  
2 Tuesday, and then turns right around and was just as  
3 contemptuous. This is the reason why I feel that with any  
4 visitation, security must be tight.

5 If this God or this Spirit or whoever these voices  
6 are that talk to Mr. Wilfred tell him to do something with  
7 Tyler, either in terms of taking him somewhere or of harming  
8 Tyler in any way intentionally, it's absolutely clear that he  
9 will follow what those voices say no matter what this Court or  
10 any other Court will order.

11 Your Honor, I don't say this lightly, and I was  
12 totally convinced even totally yesterday, but after reviewing  
13 some of the documents that came out of the house, I'm  
14 recommending at this time there be no visitation at all until  
15 and unless Mr. Wilfred has gone through long term counseling,  
16 and I do believe that should be with a psychiatrist and not  
17 with a psychologist, and the time frame I'm looking at is  
18 there not even be a review of this for at least a year after he  
19 has been in therapy.

20 Finally, Your Honor, concerning the support issue, I  
21 have some of the same problems that the Petitioner has in  
22 knowing what money is there based on what the Petitioner has  
23 present. It sounds to me like the child support request is an  
24 appropriate amount, and I would also join in the request that  
25 that obligation be secured by life insurance.

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THE COURT: Okay. Now, it's Exhibit 8, March 8, 1989, and it was written by another person being in his presence and executed this?

MS. EDINBURG: Right. That's Jean Redding. She's in the house now. That's the one where Mr. Wilfred is dead and there's a new Harmon.

THE COURT: This matter comes before the Court on permanent orders.

The Court having heard the testimony, reviewed the exhibits, is now prepared to rule. In ruling, the Court does not consider incompetent evidence, if any, or the the fault of either party, if any. The Court does consider the credibility of the witnesses.

The Court finds as follows: The Court has jurisdiction over the parties and subject matter. The parties were married August 8, 1982, and separated in February of 1989. Service was March 3, 1989. More than 90 days has elapsed since the Court obtained jurisdiction.

Petitioner -- I don't have a note on residence. Did you ask her about residence? I didn't write it down. Ma'am. were you a resident and domiciliary of the State of Colorado for 90 days before you filed this action?

MRS. WILFRED: Yes.

THE COURT: The Petitioner was a resident and domiciliary of the State of Colorado for 90 days preceding

1 commencement of the action. The wife is not pregnant. The  
2 marriage between the parties is irretrievably broken. There  
3 was one child adopted by this couple, Tyler, born December 30,  
4 1987.

5 The Court finds that the issues before the Court  
6 were custody of Tyler, visitation, and property division, and  
7 attorney's fees, payment of debts.

8 In regard to custody of Tyler, it's clear to the  
9 Court from the totality of the evidence that the Petitioner has  
10 been the primary parent to this child; that the child has done  
11 well with her, and will continue to do well with her. The  
12 Court finds that it would be appropriate that sole custody be  
13 granted to the Petitioner, herein.

14 In regard to visitation, the Court is seriously  
15 concerned about the emotional health of the Respondent. The  
16 Court finds that his anger, his inability to distinguish  
17 between what's happening today and what's not, his writings are  
18 very concerning to the Court. The Court considers the  
19 testimony of his relationship with his child which again  
20 bordered on psychotic in certain areas. I'm not a mental  
21 health person. I don't know whether he's mentally ill or not,  
22 but he certainly, from a lay person's perspective, is having  
23 severe emotional distress.

24 The Court finds that it should not deny visitation  
25 under 14-10-129 unless it makes a finding that the visitation



1 would endanger the child's physical health or significantly  
2 impair his emotional development.

3           The Court finds based on the testimony the Court  
4 has had over the last two days, that visitation with the father  
5 would significantly impair his emotional development and  
6 probably would endanger his physical health. This Court will  
7 suspend visitation pending certain things. I believe that  
8 first of all, I'd like to have a complete mental health exam by  
9 a psychiatrist including an MMPI and other diagnostic tools.

10           Again, I'm not a physician, but I believe that there  
11 is some very serious illness pending, and the first step would  
12 be a complete psychiatric evaluation. After that, I would want  
13 a parent/child interaction under safe conditions with a  
14 professional psychiatrist or psychologist, and I have a battery  
15 of names that we can supply Mr. Wilfred when Mr. Wilfred is  
16 prepared to do that, but first, we need the psychiatric  
17 evaluation, then I want a parent/child interaction.

18           After I get those two things, when those are done,  
19 I will determine what sort, if any, visitation there will be,  
20 or if there will be none.

21           In regard to a restraining order, the Court will  
22 enter a restraining order and permanent injunction enjoining  
23 the Respondent from harassing, going near the Respondent and  
24 minor child, wherever they may be; from harassing any of the  
25 witnesses that have been in this Court, and from harassing or

1 in any way disturbing the peace of the attorneys that have been  
2 involved in this matter.

3 In regard to child support -- well, let me go on to  
4 the property --

5 MS. EDINBURG: May I just make one correction I  
6 think against the Respondent, it should be he's restrained  
7 against the Petitioner.

8 THE COURT: Petitioner, right.

9 MS. EDINBURG: Okay.

10 THE COURT: Well, it's for the Respondent not to  
11 harass, malign, demean --

12 MS. EDINBURG: Whatever.

13 THE COURT: -- disturb the peace of the Petitioner.

14 MS. EDINBURG: Thank you.

15 THE COURT: In regard to the property, it is clear  
16 that the Respondent has not cooperated with discovery at all;  
17 that there is a great deal of property tht may belong to this  
18 estate. Some of it may belong to these business entities. One  
19 of the problems I have is most of these business entities are  
20 owned by Mr. Wilfred or certainly 90 percent or more owned by  
21 Mr. Wilfred. To separate out what he owns and what the  
22 entities own and what other parties may own, probably is  
23 something the bankruptcy court is going to have to look into.  
24 I don't have jurisdiction over those people. I would say Mr.  
25 Wilfred certainly -- that it's an estate of somewhere in the

1 neighborhood of a million dollars, and that Mrs. Wilfred is  
 2 entitled to \$500,000 of that, although I don't always do a  
 3 50/50, but in this case, 50/50 is appropriate given the length  
 4 of the marriage, given all the factors of the statute, I'm  
 5 considering that he contributed -- that each party contributed  
 6 to the accumulation of this estate, and all factors of the  
 7 statute. However, the Court will retain jurisdiction should  
 8 there be any additional assets found to reopen and to go and  
 9 take a look at what's there.

10 In regard to what should happen to the things you  
 11 took from the home, I think it all should go to the bankruptcy  
 12 court. I don't think that Mrs. Wilfred has any right to it  
 13 other than she has a right to make copies. Then we would be  
 14 directed -- you will be directed to deliver everything that you  
 15 took from the home to the bankruptcy court, I guess, through  
 16 Mr. Hill.

17 You don't need to return it to Mr. Wilfred. Mr.  
 18 Wilfred can get it from Mr. Hill, but you do need to make  
 19 copies of it or whatever you want to do.

20 In regard to maintenance, C.R.S. 14-10-114 provides  
 21 that the Court may award maintenance to either spouse if the  
 22 Court finds the spouse lacks sufficient property including  
 23 marital property apportioned to him to provide for his  
 24 reasonable needs. I did not do the separate property. I  
 25 better do that before I go on. Each party will maintain as

1 their sole and separate property that property which they  
 2 brought into the marriage. The only two pieces I know about  
 3 are the Petitioner's home, which she shall have as her sole and  
 4 separate property, and Respondent's Vail property which he  
 5 shall have as his sole and separate property. Any other  
 6 personal property that they brought into the marriage should be  
 7 their sole and separate property. In regard to the personal  
 8 belongings, I think that property has been divided  
 9 satisfactorily. I don't believe Petitioner wants anything out  
 10 of the family home. There was no testimony about that, so each  
 11 will keep the property that they presently have in their  
 12 possession, and each will be entitled to \$500,000 of the  
 13 assets, and the Court makes the specific finding that Mr.  
 14 Wilfred has already taken quite a bit of property and done with  
 15 it what he wishes.

16 That has to do with things like \$300,000 that is  
 17 missing, \$65,000 that's missing from that checking account,  
 18 \$50,000 that's missing, so he's already got his \$500,000. I  
 19 don't know whether she can find hers, but the Court will award  
 20 it to her anyway, and maintain jurisdiction to reopen. I think  
 21 that would clean up the property.

22 In regard to maintenance, C.R.S. 14-10-114, the  
 23 Court finds that at this point, the Petitioner does lack  
 24 sufficient property including marital property apportioned to  
 25 her to provide for her reasonable needs. Should she get her

1 \$500,000, the Court will certainly reconsider that and look at  
 2 that as an income property. She, at this point, is unable to  
 3 support herself through appropriate employment. She needs to  
 4 further her education. She needs to get her life put back  
 5 together again, so I'm going to award her maintenance.

6 In regard to the amount, the Court needs to  
 7 consider her financial resources, the amount of time that it  
 8 might be appropriate, the standard of living established during  
 9 the marriage, the duration of the marriage, the age, physical  
 10 and emotional condition of the spouse seeking maintenance as  
 11 well as the ability of the spouse from whom maintenance is  
 12 sought to meet his own needs. It's very clear Mr. Wilfred is  
 13 very capable of earning between -- somewhere between ten and  
 14 twenty thousand per month. That's apparently what he earns  
 15 without ever leaving his house. That's what he's doing. He's  
 16 been working out of his house. We know clearly about \$6,000.  
 17 He had \$4500 out of that one company, and the other companies  
 18 that he has income producing from.

19 The Respondent -- the Petitioner has been totally  
 20 dependent on the payment from the Respondent. The Court finds  
 21 it's appropriate that she be granted maintenance in the amount  
 22 of \$4500 per month until further order of Court.

23 Now, the Court really does not believe that is a  
 24 permanent maintenance case. The problem I have is that in  
 25 making the ruling here, I don't know how much time it's going

1 to take before Mr. Wilfred gets better, before things  
 2 straighten out for this couple. So I would like to retain  
 3 jurisdiction. My guess is we're talking about five to eight  
 4 years, but I don't really know, and I don't have a good enough  
 5 crystal ball, so I'll leave it until further order of Court,  
 6 and I think those findings will be a guidance for any future  
 7 judge if I'm not around.

8 In regard to child support, the Court finds that  
 9 this case is one to apply the guidelines would be ridiculous.  
 10 First of all, it's over \$10,000 a month. Mr. Wilfred has  
 11 totally been uncooperative about the exact amount that he  
 12 earns, so without those exact amounts, the Court could not  
 13 affectively apply the guidelines; however, once we're over  
 14 \$10,000, we have a thousand dollar bottom line, and the Court  
 15 feels that a thousand dollars is an appropriate amount of child  
 16 support, so the Court is going to award a thousand dollars as  
 17 and for child support. I'm going to backdate to that July date  
 18 that you've requested since the interim orders have stopped.

19 MS. EDINBURG: Maintenance as well?

20 THE COURT: Yes.

21 MS. EDINBURG: Thank you.

22 THE COURT: In regard to the Petitioner's request  
 23 for attorney's fees, 14-10-119 provides that the Court can  
 24 equalize the status of the parties which are before the Court  
 25 to assist the parties in maintaining and defending any

1 proceeding for costs and for attorney's fees. It's very clear  
 2 that Mrs. Wilfred, the Petitioner, has not had the financial  
 3 resources to proceed with this action. Mr. Wilfred has had all  
 4 the assets under his control. We know of at least \$50,000 that  
 5 he had the day after -- a few days after the temporary orders  
 6 got stopped giving him plenty of assets to higher not only one  
 7 but two attorneys, and the fact he does not have them here  
 8 today is his doing and not anything the Petitioner did.

9 The Court believe it's appropriate that he pay to the  
 10 Petitioner, as part of her maintenance, all of her attorney's  
 11 fees and costs including the attorney's fees for her bankruptcy  
 12 in bankruptcy court. The Court is going to order that Mr.  
 13 Wilfred also pay all of the Guardian ad Litem's attorney's  
 14 fees, and Mr. Campbell's expert witness fees, and Ms. Dycus,  
 15 the Guardian ad Litem fees, are in this Court's mind, a form of  
 16 child support because I believe that's an appropriate way to  
 17 handle those particular items given the facts of this case.

18 In regard to health insurance, if Mr. wilfred has it,  
 19 he ought to maintain health insurance for the minor child of  
 20 the parties. I don't know whether his business has it still.  
 21 I don't know whether you'll have access to it. It might not be  
 22 provided, but I certainly am going to enter that order that he  
 23 maintain health insurance for the minor child; that he maintain  
 24 his life insurance policy, whatever it is, with the minor child  
 25 as the beneficiary, thereon.

1           Let's see. A decree of dissolution will enter. The  
2 marriage between the parties is dissolved. Ms. Edinburg, if  
3 you will prepare the order.

4           MS. EDINBURG: I will.

5           THE COURT: Mr. Wilfred asked about the security of  
6 his home. I assume that since his secretary is still in his  
7 home as of today, that the home is secure. I don't know that  
8 there is any problem with that.

9           MR. WILFRED: Well, Your Honor, I was more  
10 concerned, I'm going to get the locks changed. Obviously these  
11 folks have been getting in and out of there at will in the last  
12 day or so after the order. I just want to make sure it was  
13 clear that the order to allow them terminate.

14           THE COURT: The Court order has terminated to allow  
15 them in.

16           MS. EDINBURG: Let me, for the record, make it very  
17 clear so Mr. Wilfred does not make any more accusations that  
18 we were there from approximately 6 o'clock last night to 9 p.m.  
19 The only thing we have taken is one box that's being  
20 inventoried. We took keys, and we've given the keys to Mr.  
21 Hill to go to the house over the lunch hour, so he could go in  
22 as the bankruptcy trustee. We'll be happy to return the keys  
23 to Mr. Wilfred. Mrs. Wilfred did not have keys. Ms. Redding  
24 is in the house We've taken nothing else out of the house.

25           MR. WILFRED: I'd like the keys back.



1 MS. EDINBURG: That's fine. What about the contempt  
2 of court and Mr. Wilfred's refusal to answer questions and his  
3 jail sentence.

4 THE COURT: I'm going to think that over. This  
5 is Thursday. He's going to stay in jail at least until  
6 tomorrow morning at 9:30. I'd like him brought back to Court  
7 to discuss with him his refusal to testify. I don't know if  
8 you can be here.

9 MS. EDINBURG: I'll be here if you want me here.

10 THE COURT: I don't know that you need to come.

11 MS. EDINBURG: Okay, Your Honor.

12 THE COURT: The former name will be restored to  
13 her.

14 MS. EDINBURG: Great. Thank you. Mr. Wilfred  
15 has the ability to write a check today. We've got the  
16 checkbook here.

17 THE COURT: Yes. Give him the checkbook.

18 MS. EDINBURG: Okay.

19 MR. WILFRED: Your Honor, I have a lot of bills to  
20 pay right now. The reason I sent my wife \$500, that's all I  
21 could afford to give her. If I give her the rest of the money  
22 she's asking for, I don't have enough to pay my bills. If you  
23 order me to do it, then I'll have to do it.

24 THE COURT: You have to pay -- the first bill you  
25 pay every month is your maintenance and your child support.

1 That's your first bill.

2 MR. WILFRED: I understand, Your Honor. You've got  
3 the checkbook.

4 MS. EDINBURG: Which one?

5 MR. WILFRED: My personal checkbook.

6 THE COURT: The Court will stand in recess.

7 (Whereupon, the Court adjourned this matter at  
8 2:36 p.m.)

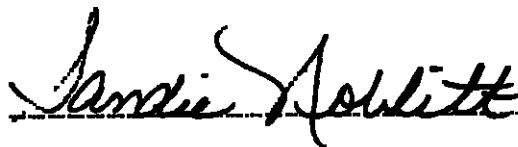
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The above and foregoing is a true and accurate transcription to the best of my knowledge of my stenotype notes taken in my capacity as the Official Shorthand Reporter, Division 10, Arapahoe County District Court, Englewood, Colorado.

Dated this 9th day of March, 1991.



Sandie Noblitt  
Court Reporter  
Division 10