

STATE OF MISSOURI )  
 ) SS  
COUNTY OF ST. LOUIS )

IN THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS  
STATE OF MISSOURI

In Re the Marriage of: )  
 )  
ANGELA L. PORTER, )  
 )  
Petitioner, )  
 )  
and )  
 )  
DAVID R. PORTER, )  
 )  
SERVE AT: )  
 )  
31 Somerset Downs Drive )  
St. Louis, Missouri 63124 )  
 )  
Respondent. )

Cause No. 18SL-DR03675

Division No. 31

**SERVICE BY  
SPECIAL PROCESS SERVER**

**PETITIONER'S VERIFIED MOTION TO CITE  
AND HOLD RESPONDENT IN CONTEMPT OF COURT**

Comes now Petitioner, ANGELA L. PORTER, and for her Verified Motion to Cite and Hold Petitioner in Contempt of Court, states to the Court as follows:

1. There is pending herein Petitioner's Petition for Dissolution of Marriage and Respondent's Counter-Petition for Dissolution of Marriage.
2. Petitioner filed her Verified Motion for *Pendente Lite* Relief ("PDL Motion") herein on January 3, 2019. In said Motion, Petitioner alleged the following:
  - A) That Respondent had refused to authorize and agree to the payment of certain ongoing marital expenses, debts and loans, which were for legitimate joint debts and expenses of the parties;

- B) That the future payment(s) of said expenses would be a “monthly struggle between the parties” unless this Court entered its Order allowing Central Bank to pay certain marital debts and bills of the parties from a joint bank account at said Bank, without the ability of either party to block any such payments;
- C) That Respondent had failed and refused to participate in the payment of certain employees and had “blocked” the paychecks of said employees, which were issued from joint marital funds, causing said paychecks to “bounce” upon presentation;
- D) That Respondent had blocked the professional fee checks issued to two (2) different law firms, Blitz Law Firm and attorney Kevin Hoffman, who were doing significant legal work for the parties to facilitate the closing of the sale of certain marital real estate;
- E) That Respondent’s aforesaid blocking of checks to necessary service providers and employees in the fall of 2018 had prompted Petitioner to unilaterally expend the sum of \$53,598.50 to pay said persons during 2018;
- F) That, despite the availability of the joint cash funds necessary for the payment thereof, Respondent had engaged in conduct that caused checks issued to numerous persons and entities for salary and/or services to be blocked, causing financial chaos within the marital estate;
- G) That Respondent had failed and refused to release accessible joint cash funds to pay certain 2018 real estate tax bills in the aggregate total of

\$521,915.72, and personal property causality insurance premiums in the aggregate total of \$41,769.90;

- H) That Respondent's actions had caused Central Bank to demand immediate payment of certain delinquent and impending debt payments to said Bank;
- I) That certain marital debts and bills would recur after the filing of Petitioner's PDL Motion, and she was therefore seeking an Order of this Court allowing Central Bank to pay those marital debts and bills more fully set forth in said PDL Motion, as well as any recurring debts and bills, without the ability of either party to block any such payments.

3. This Court issued its Order (by consent of the parties) herein on March 4, 2019, thereby ordering the following:

- A) That, at the time of closing, the amount of \$1,000,000.00 from the sales proceeds of either Woodlawn Avenue property was to be placed into the parties' joint account at Central Bank, prior to each party's receipt of 50% of the remaining balance thereof, for use in paying the joint bills of the parties;
- B) That **ongoing bills of the parties shall be paid without interruption** from the funds in the parties' joint account at Central Bank until said funds are exhausted or a divorce judgment is entered, whichever first occurs;  
*[emphasis added]*
- C) That funds from the parties' joint account may be used for payroll expenses of Kelley, Kevin, Ilona and two (2) yard maintenance workers until the second of the two (2) Woodlawn properties to close;

- D) That the funds from the parties' joint account may not be applied to the payment of equestrian expenses, and that the mortgage at the Wellington property shall not be considered as said equestrian expenses;
- E) That there shall be complete transparency as between the parties on the bills to be paid and submitted for payment.

4. After the Court's Order of March 4, 2019, Respondent closed on a new residence costing approximately \$4,000,000.00, for which he has since incurred hundreds of thousands of dollars of renovation / update expenses, solely for his own benefit. Ironically, all of this money has been spent by Respondent for his sole benefit while he continues to refuse to pay marital bills, including utilities on marital real estate, some of which are less than \$100.00 per bill! Furthermore, some of the bills that Respondent refuses to pay are for real estate that is owned by limited liability companies of which Respondent is the sole member!

5. This Court issued its Consent Order and Judgment Directing the Disposition of Sale Proceeds from the Properties at 1705 and 1751 Woodlawn ("Chapter One Consent Order") herein on May 9, 2019, incorporating the aforesaid Order dated March 4, 2019, and thereby ordering the following:

- A) After the payment of certain commissions, costs and debts from the gross sales proceeds, as more fully set forth in said Chapter One Consent Order, any remaining proceeds of sales shall be transmitted by wire to the parties' joint Central Bank Account No. xxx6756;
- B) That there shall be no disbursements from said account which are not authorized and agreed-to by both parties, or required by Order of the Court.

6. In anticipation of the closing of 1751 Woodlawn, which closed on or about May 13, 2019, this Court issued its Consent Order and Judgment Directing the Payment of Marital Debts and Subsequent Equal Distribution to the Parties (“Chapter Two Consent Order”) herein on May 20, 2019, incorporating the aforesaid Order dated March 4, 2019, and Chapter One Consent Order dated May 9, 2019, and thereby ordering the following:

- A) That after the payment of certain commissions, costs and debts from the gross sales proceeds, as more fully set forth in said Chapter One and Chapter Two Consent Orders, any remaining sales proceeds shall be transmitted by wire to the parties’ joint Central Bank Account No. xxx6756;
- B) That after the above-referenced transmission of the remaining sales proceeds to Central Bank Account No. xxx6756, said funds shall thereafter be used and disbursed from Account No. xxx6756 to pay any and all unpaid and/or delinquent real estate and income taxes due for the tax year 2018; the remaining deed of trust account no. \*\*\*7023 in favor of Central Bank (1751 N. Woodlawn); the remaining balance of deed of trust account no. \*\*\*7237 in favor of Central Bank (14268 Belmont Terrace, Wellington, Florida);
- C) That the sum of One Million Dollars (\$1,000,000.00) shall remain on deposit in Central Bank Account No. xxx6756 for payment of marital bills (past, present and/or future).

7. Since the issuance of the aforesaid Order, Chapter One Consent Order and Chapter Two Consent Order, Respondent has consistently failed and refused to honor his obligations, as ordered by the Court in said Orders, in that:

- A) Respondent has failed and refused to authorize and agree-to the payment of certain ongoing marital bills, debts and expenses from the funds in Central Bank Account No. xxx6756, despite the fact that a balance of just under \$1,000,000.00 remains in said account;
- B) Respondent has frustrated and interrupted the payment of the parties' ongoing marital bills, debts and expenses from the funds in Central Bank Account No. xxx6756;
- C) Respondent has failed and refused to authorize and agree-to the payment of payroll expenses to Kelley, Kevin, the two (2) yard maintenance workers and multiple other employees of the parties. These employees are now in the third (3<sup>rd</sup>) week of not receiving their payroll checks, and many of these employees have dependents that subsist off of said payroll checks.

8. The terms of the above-referenced Orders require complete transparency between the parties regarding the bills to be submitted for payment and paid, as well as the agreement and authorization of both parties to disburse funds for said payments from Central Bank Account No. xxx6756. Further, Central Bank has previously informed the parties in writing that it requires the **approval of both parties** to make any said payments from the funds in Central Bank Account No. xxx6756, with **no exceptions**. [emphasis added] Pursuant to said Orders and the representations of Central Bank, Petitioner and her counsel have made numerous attempts to secure Respondent's agreement and authorization to pay certain ongoing marital bills, debts and expenses from the funds in Central Bank Account No. xxx6756.

9. On April 29, 2019, Petitioner requested in writing that Respondent agree-to and authorize the disbursement of funds for the payment of certain ongoing marital bills, debts and expenses from the funds in Central Bank Account No. xxx6756. In said written request, Petitioner listed the name of each payee, the exact amount of each such requested payment, and the total amount of funds to be disbursed for said payments; however, Respondent failed and refused to authorize said disbursement and payments, or to even respond to Petitioner's written request.

10. On May 2, 2019, Petitioner again requested in writing that Respondent agree-to and authorize the disbursement of funds for the payment of certain ongoing marital bills, debts and expenses from the funds in Central Bank Account No. xxx6756. In said written request, Petitioner listed the name of each payee, the exact amount of each such requested payment, and the total amount of funds to be disbursed for said payments; however, Respondent failed and refused to authorize said disbursement and payments, or to even respond to Petitioner's written request.

11. On May 16, 2019, Petitioner again requested in writing that Respondent agree-to and authorize the disbursement of funds for the payment of certain ongoing marital bills, debts and expenses from the funds in Central Bank Account No. xxx6756. In said written request, Petitioner listed the name of each payee, the exact amount of each such requested payment, and the total amount of funds to be disbursed for said payments. Said request also provided Petitioner's authorization for the payment of certain bills and expenses that were incurred solely by Respondent; however, Respondent still failed and refused to authorize the full amount of the requested disbursement and all of the requested payments. Instead, Respondent only authorized payment of the following:

- A) Certain real estate, personal property and income taxes for the tax year 2018, the payment of which was already ordered by the Court in its aforesaid Chapter One and Chapter Two Consent Orders;
- B) Five (5) of the requested marital bills and expenses, despite the fact that Petitioner, in her above-referenced writing, requested the payment of approximately sixty (60) marital bills and expenses, the majority of which were recurring, monthly payments for utilities, services and employee payroll that the parties have paid on a recurring, monthly basis for years prior to the filing of this dissolution. All of these bills would clearly qualify as being “ongoing bills of the parties”, per the Order of March 4, 2019;
- C) Certain bills and expenses that were incurred solely by Respondent (Zerman Mogerman, in the amount of \$40,208.04; Carmody MacDonald in the amount of \$13,360.00; payroll for Ilona, an employee of only Respondent, in the aggregate amount of \$2,454.00; and Mary Marshall, Respondent’s personal trainer, in the amount of \$452.00);
- D) An overdraft charge for VisOptical d/b/a Popticals (an unsuccessful business venture of Respondent, which Petitioner has previously alleged resulted in the squandering of more than \$13,000,000.00 in marital funds), in the amount of \$17,352.59. Petitioner further states that any debts incurred by VisOptical, and/or by Respondent on behalf of said business, do not represent the “ongoing bills of the parties” that were ordered by this Court to be paid, per its Order of March 4, 2019.



12. On May 23, 2019, Petitioner again requested in writing that Respondent agree-to and authorize the disbursement of funds for the payment of certain ongoing marital bills, debts and expenses from the funds in Central Bank Account No. xxx6756. In said written request, Petitioner listed the name of each payee, the exact amount of each such requested payment, and the total amount of funds to be disbursed for said payments; however, Respondent failed and refused to authorize said disbursement and payments, or to even respond to Petitioner's written request.

13. On May 29, 2019, Respondent sent written correspondence to Woodruff Consulting directing the payment of Mary Marshall, his personal trainer, in the amount of \$1,105.00. Respondent did not consult with Petitioner prior to directing said payment, nor did he obtain her agreement or authorization therefor. Further, Respondent did not include Petitioner in said written correspondence or provide her with a copy thereof, in violation of the terms of this Court's Order of March 4, 2019, which requires "complete transparency as between the parties on the bills to be paid, submitted for payment and payment".

14. On May 29, 2019, counsel for Petitioner again provided counsel for Respondent with a written list of ongoing marital bills, debts and expenses, requesting payment thereof from the funds in Central Bank Account No. xxx6756. The majority of said requested payments were for recurring, monthly payments for utilities, services and employee payroll that the parties have paid on a recurring, monthly basis for years prior to the filing of this dissolution action. In said written request, Petitioner's counsel listed the name of each payee, the exact amount of each such requested payment, and the total amount of funds to be disbursed for said payments. Petitioner's counsel further related that failure to timely pay said payments would result in penalties, late fees and, possibly, the cessation of necessary utilities and services for properties owned by the parties;

however, Respondent failed and refused to authorize the full amount of the requested disbursement and all of the requested payments.

15. On May 30, 2019, counsel for the parties met with the previously-appointed Master herein, attorney Thomas Lang, regarding, among other issues, the payment of certain ongoing marital bills, debts and expenses from the funds in Central Bank Account No. xxx6756.

16. On May 30, 2019, at the above-referenced meeting with the Master, counsel for Respondent provided Petitioner's counsel with a list of certain ongoing marital bills, debts and expenses that Respondent would authorize and agree to pay from the funds in Central Bank Account No. xxx6756. Respondent authorized the payment of certain marital bills debts, and expenses; however, he refused to authorize payment for all of the marital bills, debts and expenses previously requested by Petitioner, the majority of which were for recurring, monthly payments for utilities, services and employee payroll that the parties have paid on a recurring, monthly basis (as referenced in the Order of March 4, 2019) for years prior to the filing of this dissolution action, while again authorizing certain bills and expenses that were incurred solely by Respondent (Zerman Mogerman, in the amount of \$40,208.04; Carmody MacDonald in the amount of \$13,360.00; payroll for Ilona, an employee of only Respondent, in the aggregate amount of \$5,038.00; and Mary Marshall, Respondent's personal trainer, in the amount of \$520.00).

17. Innocent employees, professionals and vendors have repeatedly contacted Petitioner demanding payment of many of the bills that clearly fall under the ambit of this Court's Order dated March 4, 2019. Upon information and belief, some of these same persons and/or entities have contacted Respondent, who has cavalierly blamed non-payment on Petitioner. Likewise, Respondent has apparently approved the payment of his own legal fees incurred in this cause and a

very complicated real estate transaction involving 1751 Woodlawn Avenue, but has failed and refused to approve the attorney fees and other professional fees that allowed such real estate closing to occur.

18. Respondent has received a distribution from the sales proceeds of 1751 Woodlawn Avenue of approximately \$566,000.00 (a sum which he apparently is partially using for renovations on his new residence), but has failed to approve the payment of many expenses that allowed him to realize said distributive sum from the closing proceeds of said real estate.

19. Petitioner has been required to secure the services of an attorney in this matter due to Respondent's willful, direct and deliberate violation of this Court's Order dated March 4, 2019; Chapter One Consent Order dated May 9, 2019; and Chapter Two Consent Order dated May 20, 2019, and she is entitled to an award of attorney's fees as Movant herein.

20. Petitioner has no other remedy available to her to force Respondent to comply with the orders of this Court as they relate to the disbursement of funds in to Central Bank Account No. xxx6756 and the payment of the parties' ongoing marital bills, debts and expenses from the funds in said Account.

21. Because of Respondent's non-compliance with previous Orders of this Court, the Court should order the entire balance of Central Bank Account No. xxx6756 to be transferred to Central Bank Account No. xxx7048, which is the bill-paying account that has been successfully used by the parties' accountants to pay ongoing marital bills, debts and expenses for many months during the pendency of this action.

WHEREFORE, for the foregoing reasons, Petitioner prays that this Court enter its Order to Show Cause why Respondent should not be found in contempt of court for his willful, direct and

deliberate refusal to comply with this Court's Order, dated March 4, 2019, Consent Order and Judgment Directing the Disposition of Sale Proceeds from the Properties at 1705 and 1751 Woodlawn, dated May 9, 2019, and Consent Order and Judgment Directing the Payment of Marital Debts and Subsequent Equal Distribution to the Parties, dated May 20, 2019; that the Court enter its order directing the entire balance of Central Bank Account No. xxx6756 to be transferred to Central Bank Account No. xxx7048, to be used by the parties and their accountants to pay ongoing marital bills, debts and expenses, as per previously-entered Orders of this Court; that the Court issue such orders as are just and proper in the premises to secure Respondent's compliance with said previously-entered Court orders; that Petitioner have and recover her attorney's fees and costs incident to this Motion and proceeding; and that the Court enter such further orders as are just and proper in the premises.

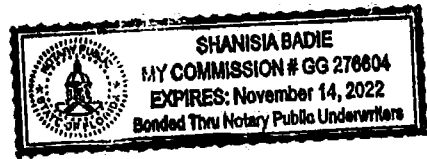
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Angela L. Porter  
ANGELA L. PORTER  
Petitioner

**VERIFICATION AND AFFIDAVIT PURSUANT TO SECTION 452.025 R.S.Mo.**

STATE OF FLORIDA                    )  
  ) SS  
COUNTY OF PALM BEACH         )

Appeared before me, a Notary Public, this 4 day of June, 2019, ANGELA L. PORTER, Petitioner and Affiant, being known to me, and who being first duly sworn upon her oath, stated that she is the Petitioner named above; that she executed the above Verified Motion to Cite and Hold Respondent in Contempt of Court; that the facts stated therein are true according to her best information, knowledge, and belief; and that she executed same for the purposes stated herein.



Angela L. Porter  
ANGELA L. PORTER  
Petitioner

My Commission Expires:  
11/14/22


Shanisia Badie  
NOTARY PUBLIC

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CERTIFICATE OF SERVICE AND  
CERTIFICATE OF COMPLIANCE WITH RULE 55.03(a)

I, the undersigned, hereby assert that a true and correct copy of the foregoing was filed electronically with the Clerk of the Court to be served via the Court's electronic filing system upon: Cary J. Mogerman and Joseph J. Kodner, Attorneys for Respondent, 120 S. Central Avenue, Suite 1800, Clayton, Missouri 63105, on this 4<sup>th</sup> day of June, 2019.

In addition, the undersigned counsel certifies under Missouri Supreme Court Rule 55.03(a) that he has signed the original of this Certificate and the foregoing pleading.

  
\_\_\_\_\_  
Hardy C. Menees