

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT IN AND FOR PALM  
BEACH COUNTY, FLORIDA

RICHARD S. LEHMAN, individually  
and RICHARD S. LEHMAN, P.A.

CASE NO.:

Plaintiffs,

vs.

EDNA RAMOS CHUE;  
HILDA PIZA LUCOM, deceased  
through the Estate of Hilda Piza  
Lucom; THE ESTATE OF WILSON  
CHARLES LUCOM; VALORES GLOBALES, S.A.  
MADELAINE ARIAS, MARGARITA ALLINSON,  
MELINDA MORRICE, GILBERTO ARIAS,  
ISABEL MARIA CLARK, ROBERT CLARK,  
ALEXANDER CLARK, DELANDA CLARK  
CASSANDRA CLARK, and  
LARRY MILLER, as Curator of the Estate  
of Wilson Lucom

Defendants.

**COMPLAINT**

Plaintiffs, Richard S. Lehman, individually ("Lehman") and Richard S. Lehman, P.A., a  
duly organized Florida professional association ("Lehman, P.A."), sue Defendants and allege as  
follows:

**PARTIES**

**PLAINTIFFS:**

1. Richard S. Lehman ("Lehman"), is an adult resident of Palm Beach, Florida, and is an  
attorney duly licensed to practice law in the State of Florida. Lehman was named in the Last Will and  
Testament of Wilson C. Lucom (the "Will"), as one of the Executors of Lucom's Estate. On July 5,  
2006, shortly after the death of Wilson C. Lucom in Panama, Lehman was appointed the sole

Executor of the Wilson C. Lucom Estate ("Lucom Estate") in Panama and ultimately as the Personal Representative of the Ancillary Florida Estate.

2. Richard S. Lehman, P.A. ("Lehman, P.A.") has been since 1984 and still is, a duly incorporated professional association in the State of Florida with its principal place of business located at 6018 S.W. 18<sup>th</sup> Street, Suite C1, Boca Raton, Florida 33433.

**DEFENDANTS:**

3. Defendant, Edna Ramos Chue ("Ramos") is an adult resident of Panama City, Panama, and is a practicing attorney. Ramos was a law partner in the Panamanian firm of Infante & Perez-Almillano during most of the time that the Lucom Estate proceedings, in Panama and Florida, were active. Exercise of jurisdiction over this Defendant is reasonable and proper for the reasons set forth herein.

4. Defendant Hilda Piza Lucom ("Defendant Hilda"), deceased, at all times material hereto, was a United States citizen who resided in Palm Beach, Florida for fifteen (15) years prior to moving to Panama City, Republic of Panama. Defendant Hilda was Lucom's widow.

5. Defendant Hilda passed away on August 24, 2011 while living in Panama. Defendant Hilda died a U.S. citizen and was declared the "Universal Heiress" of the Lucom Estate, based upon a Court Order obtained, upon information and belief, by bribery of Supreme Court of Panama Judges. Hilda also owned assets in the State of Florida by reason of her claim in the Florida Ancillary Probate Proceedings of the Lucom Estate as "Universal Heiress." Prior to her death, and within one month after Plaintiff Lehman started to administer the Will in Panama, Defendant Hilda attempted to nullify the Will and claimed, despite Lucom's express direction in his Will to the contrary, that the entire fortune was hers with nothing to go to the poor children of Panama. Jurisdiction is proper over Hilda, for the reasons hereinafter set forth.

6. Defendant the Estate of Wilson C. Lucom ("Estate"), at all times material hereto, was the recipient of substantial monies paid by Plaintiffs pursuant to the Final Judgment, and Lawrence Miller was appointed Curator of the Estate of Wilson Lucom which is being administered in Palm Beach County, Florida. Exercise of jurisdiction over this Defendant is reasonable and proper for the reasons hereinafter set forth.

**OTHER DEFENDANTS:**

7. The Defendants listed in paragraph 8 through 18 are joined in this action as indispensable parties only on the basis that they were awarded certain monetary benefits (the recovery of attorney's fees) under the Final Judgment dated March 5, 2009, Exhibit A attached hereto, as more fully described in paragraph 20 hereinbelow. All other allegations contained in this Complaint relate solely to the Defendants listed in paragraphs 3 and 4 hereof unless specifically stated otherwise in the Complaint. The Defendants set forth in paragraphs through 18 shall be referred to as the "Interested Defendants." The Defendants set forth in paragraphs 3, 4 and 6 shall be referred to as the "Defendants."

8. Defendant Valores Globales, S.A. ("Valores") is an entity organized and operating under the laws of the British Virgin Islands. Valores was a party to the Adversary Proceeding. Exercise of jurisdiction over this Defendant is reasonable and proper as it actively participated in the Probate proceedings in Florida and is still active in Florida in efforts to collect on a judgment obtained by that entity against Mr. Lehman and his Wife.

9. Defendant Madelaine Arias ("M. Arias") is an adult resident of Panama and was a beneficiary and party to the Adversary Proceeding. Defendant obtained a judgment in the Adversary Proceeding against the Plaintiffs and, thus, transacted business in Florida from which

the within action arose, thus the exercise of jurisdiction pursuant to Florida Statutes §48.193 is proper.

10. Defendant Margarita Allinson ("Allinson") is an adult resident of Palm Beach, Florida and was a beneficiary and party to the Adversary Proceeding. Defendant was the recipient of a Judgment entered in the Adversary Proceeding. Exercise of jurisdiction over this Defendant is reasonable and proper as she is a resident of Palm Beach County, Florida.

11. Defendant Melinda Morrice ("Morrice") is an adult resident of Panama City, Panama and was a beneficiary and party to the Adversary Proceeding. Defendant was the recipient of a Judgment entered in the Adversary Proceeding. Exercise of jurisdiction over this Defendant is reasonable and proper under Florida Statute §48.193 as she transacted business within Florida from which the within action arose.

12. Defendant Gilberto Arias ("G. Arias") is an adult resident of Panama City, Panama and was a beneficiary and party to the Adversary Proceeding. Defendant was the recipient of a Judgment entered in the Adversary Proceeding. Exercise of jurisdiction over this Defendant is reasonable and proper under Florida Statute §48.193 as he transacted business within Florida from which the within action arose.

13. Defendant Isabel Maria Clark ("I. Clark") is an adult resident of California and was an interested party to the Adversary Proceeding. Defendant was the recipient of a Judgment entered in the Adversary Proceeding. Exercise of jurisdiction over this Defendant is reasonable and proper under Florida Statutes §48.193 as she transacted business within Florida from which the within action arose.

14. Defendant Robert Clark ("R. Clark") is an adult resident of Nevada and was an interested party to the Adversary Proceeding. Defendant was the recipient of a Judgment entered in the

Adversary Proceeding. Exercise of jurisdiction over this Defendant is reasonable and proper under Florida Statutes §48.193 as he transacted business within Florida from which the within action arose.

15. Defendant Alexander Clark, ("A. Clark") is an adult resident of Texas and was an interested party to the Adversary Proceeding. Defendant was the recipient of a Judgment entered in the Adversary Proceeding. Exercise of jurisdiction over this Defendant is reasonable and proper under Florida Statutes §48.193 as he transacted business in Florida from which the within action arose.

16. Defendant Delanda Clark ("D. Clark") is, upon information and belief, an adult resident of California and was an interested party to the Adversary Proceeding. Defendant was the recipient of a Judgment entered in the Adversary Proceeding. Exercise of jurisdiction over this Defendant is reasonable and proper under Florida Statutes §48.193 as she transacted business in Florida from which the within action arose.

17. Defendant Cassandra Clark ("C. Clark") is an adult resident of New York and was an interested party to the Adversary Proceeding. Defendant was the recipient of a Judgment entered in the Adversary Proceeding. Exercise of jurisdiction over this Defendant is reasonable and proper under Florida Statutes §48.193 as she transacted business in Florida from which the within action arose.

18. Defendant Larry Miller ("Miller") is an adult resident of Palm Beach County, Florida and was appointed as Curator and was an interested party to the Adversary Proceeding. Defendant, in his capacity as Curator, is the recipient of monies paid by Plaintiffs pursuant to the Final Judgment and is still holding those funds to satisfy the Judgment(s) entered in the Adversary Proceeding.

### **JURISDICTION AND VENUE**

19. All Defendants, including the Interested Defendants, subjected themselves to the jurisdiction of this Court in the Adversary Proceedings and Plaintiffs' claims are based upon an extrinsic fraud perpetrated upon this Court in the Adversary Proceedings as well as upon the Fourth District Court of Appeal of the State of Florida, and all claims in this action arise out of actions perpetrated by Defendants upon Plaintiffs and this Court.

20. This Court has jurisdiction pursuant to Florida Rules of Civil Procedure 1.540 Relief From Judgment, Decrees, or Orders subparagraph (b) Mistakes; Inadvertence; Excusable Neglect; Newly Discovered Evidence; Fraud, etc., whereby Plaintiffs bring this independent action for extrinsic fraud upon the Court and Plaintiffs to relieve Plaintiffs from that Final Judgment Denying Discharge, Denying Personal Representatives Fee, Granting Surcharge, Voiding Transactions, and Granting Objections to The Final Accounting entered in The Circuit Court of the Fifteenth Judicial Circuit in and for Palm-Beach County in the Case of In Re: Estate of Wilson C. Lucom (Adversary Proceeding), Case No. 50 2006CP003580XXXXSBIY, hereinafter referred to as "the Adversary Proceeding," dated March 5, 2009, hereinafter referred to as "the Final Judgment," a copy which is attached hereto as Exhibit A, and to relieve Plaintiffs from the District Court of Appeal of the State of Florida, Fourth District, Final Orders on Appeal, Case No. 4D09-1805, hereinafter referred to as "the Appellate Proceeding," dated October 26, 2011 and February 8, 2012, hereinafter referred to as "the Appellate Decision," a copy of which is attached hereto as Composite Exhibit B.

21. Venue is proper in this Circuit Court as the fraud upon the Court and Plaintiffs occurred in this Circuit and a substantial number of the events giving rise to this action occurred in this Circuit.

## **PERSONAL JURISDICTION**

22. The Defendants Estate, Ramos and Hilda, either individually or through their agents, have committed tortious acts of fraud either within this State or outside this State with consequences within the State and have engaged in intentional, wrongful, illegal and tortious fraudulent acts, the effects of which the Defendants knew and intended to be perpetrated upon this Court and Plaintiffs. Personal jurisdiction over the Defendants, including the Interested Defendants, exists because Defendants, either reside and/or conducted business within the jurisdiction of this Court, or have subjected themselves to the jurisdiction of this court by participating in the Adversary Proceeding.

23. Defendants the Estate, Hilda and Ramos, submitted themselves to the jurisdiction of the State of Florida by filing actions in the State against Plaintiffs Lehman and Lehman, P.A. in furtherance of the extrinsic fraud upon the Court alleged herein.

24. Defendants Valores, M. Arias, Allinson, Morrice, G. Arias, I. Clark, R. Clark, A. Clark, D. Clark and C. Clark submitted themselves to the jurisdiction of the State of Florida by filing actions in the State against Plaintiffs Lehman and Lehman, P.A. in the Adversary Proceedings.

25. Specifically, Defendants Ramos and Hilda, submitted themselves to the jurisdiction of the State of Florida by appearing in Florida multiple times with Defendant Hilda in furtherance of the extrinsic fraud on the Court alleged herein. Defendant Ramos presence in Florida includes, but is not limited to, October 2006 and March 1, 2007 appearances at Defendant Hilda's depositions in the Florida Adversary Proceeding ("the Surcharge Action") Defendants Ramos and Hilda also committed tortious acts outside the State with consequences within the State, from which the claims set forth herein arose.

26. Defendants Valores, M. Arias, Allinson, Morrice, G. Arias, I. Clark, R. Clark, A. Clark, D. Clark and C. Clark, submitted themselves to the jurisdiction of the State of Florida by appearing

in Florida by filing Objections to Final Accounting and appearing multiple times in the Adversary Proceeding.

### **SUMMARY OF EXTRINSIC FRAUDS PERPETRATED UPON THE PROBATE COURT AND THE APPELLATE COURT**

In essence, "Extrinsic Fraud" is conduct which is collateral to the issues tried in a case and prevents a party from trying an issue before the Court and occurs when the unsuccessful party has been prevented from fully exhibiting his case, by fraud or deception practiced on him by his opponent. The basis for the **extrinsic frauds** perpetrated upon the Probate Court and Appellate Court by Defendants which are at the heart of this action are as follows:

- I. **No Legal Plaintiff/No Standing.** At the time of the trial before the Probate Court, the party bringing the Surcharge Action, Hilda Lucom, had no interest in the Lucom Estate and, therefore, no standing, having transferred all of her interest in the Estate to an anonymous Panamanian foundation, which transfer the parties thereto agreed to be kept secret and to be withheld from the Courts of Panama and the State of Florida. This material fact that Defendant Hilda Piza Lucom did not have legal standing was undisclosed and concealed by Defendants and unlawfully utilized by Defendants against Plaintiffs. This lack of standing was concealed from the Probate Court and the Fourth District Court of Appeal as well as Plaintiffs.
- II. **Bribery Induced Panama Court Orders.** As stated by Defendant Edna Ramos Chue in Florida after the Adversary Proceeding and the Appeal thereof was completed, and only then learned by Plaintiffs, the Panama Probate Judge was bribed into issuing Orders relied upon by the Trial Court and, subsequently, the Appellate Court. These Orders misled a Florida Judge, the Honorable John Phillips, to believe that Plaintiff Lehman was never the duly appointed Executor of the Lucom Panamanian Estate.



Although Ms. Chue had this knowledge at the time of the Adversary Proceeding, it was undisclosed to the Plaintiffs, the Probate Court and the Appellate Courts and concealed by counsel for Hilda Piza Lucom although it was used in the Adversary Proceeding to the detriment of Plaintiffs.

III. **Bribery Induced Panama Supreme Court Opinion.** Ms. Chue, while in Florida after the conclusion of the Adversary Proceeding and the Appeal therefrom, also disclosed that justices of the Panama Supreme Court were paid off in exchange for the Opinion that was issued by the Supreme Court of Panama granting the Estate of Lucom to Defendant Hilda Piza Lucom, in derogation of the terms of Mr. Lucom's Last Will. This unlawfully obtained order was relied upon by Florida Probate and Appellate Courts in issuing rulings against the Plaintiffs.

IV. **Suspension of Lehman's Right to Access Panama Account.** Plaintiffs have discovered, after trial and appeal, that the bank suspension order issued by the Panamanian Court was also an illegal Order obtained through bribery and corruption, and it too was relied on by the trial Judge Phillips in entering the Final Judgment against Plaintiff Lehman.

The foregoing **four (4) extrinsic frauds** perpetrated by Defendants on the Court are distinct, were material and led to the entry of the Final Judgment entered against Plaintiffs and to the entry of the Appellate Decision affirming the Final Judgment.

**What could be more demonstrative of extrinsic fraud perpetrated upon a Florida Court than the use of intentionally hidden corrupt foreign orders obtained through bribery which was only brought to light by one of the attorneys who knew of and assisted in the utilization of these corrupt bribed foreign orders. The use of such foreign corrupt bribed orders**

**perpetrated by foreign attorneys is a serious potential danger for all Florida lawyers and residents.**

### **FACTUAL BACKGROUND**

27. In June of 2006, Wilson C. Lucom ("Lucom"), an expatriate American living in Panama, passed away leaving a fortune which at the time of his death exceeded \$50 Million. In accordance with Lucom's Will, almost all Lucom's fortune was left to the Lucom Foundation, established under Lucom's Will for the benefit of the poor and needy children of Panama.

28. Plaintiff Richard Lehman is a South Florida attorney who had been Lucom's attorney and friend for thirty one (31) years. Lucom was one of Plaintiff Lehman's first clients when he started his private law practice. Lucom was Plaintiff Lehman's mentor and a father figure to Lehman. The two were not only lawyer and client, they were friends.

29. Plaintiff Lehman is a long time resident of South Florida, having practiced law for forty five (45) years as an attorney and community leader. Before starting his private practice in Florida, Lehman graduated from Georgetown Law School in Washington D.C., obtained an LLM, master's degree in tax law at New York University Law School and served for years as a Senior Attorney with the Internal Revenue Service of the United States and as a law clerk to Judge William Fay on the United States Tax Court in Washington D.C. He has continually held an "AV" rating as an attorney since early in his career. Plaintiff Lehman also served in the Judge Advocate General's Corps of the United States Army Reserves. Prior to commencing work as the Executor of Lucom's Estate, Plaintiff Lehman had never been accused of any criminal wrongdoing whatsoever and was held in the highest regard in his community by individuals from the political, religious, legal, financial and other sectors. During Mr. Lehman's 45 year history with the Florida Bar, he has taken his obligations to the public seriously. As early as 1978, Mr. Lehman edited, published, and

provided to the Florida Department of Commerce a book titled "A Guide to Florida International Business and Investment Opportunities," one of the first books in Florida promoting international commerce. He presently offers to the Florida legal community, free of charge, twelve (12) credit hours of continuing education credits in the field of tax law via video webinars.

30. Lucom witnessed the needs and the hunger endured by thousands of Panamanian children, particularly in the rural areas. Therefore, he decided to leave most of his fortune in his Will, dated June 20, 2005, which at the time of his Will was estimated at \$50 million, to the poor children of Panama. Lucom directed that the Estate assets be managed and distributed by his "foundation," the Wilson G. Lucom Trust Fund," hereinafter referred to as the "Foundation," created for this purpose.

#### **Lucom's Will**

31. Lucom's Last Will and Testament ("Lucom's Will") is not complicated. The clear and unambiguous language of his Will ensures that every asset that he owned at his death ultimately is to be given to the poor children of Panama through the establishment of a foundation (the "Foundation") except for those assets necessary to meet the specific bequests mentioned in his Will. Exhibit C.<sup>1</sup>

32. Lucom's Will identifies separately all his real estate (the "Real Estate") and leaves all of his identified Real Estate directly to the Foundation. The sole purpose of the Foundation is to feed the poor children of Panama. The main piece of real property, Hacienda Santa Monica, belongs to a Panamanian corporation known as Hacienda Santa Monica, S.A. which was 100% owned by Lucom at the time of his death. Since Lucom's death in 2006, the value of the property held by

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<sup>1</sup> Attached as Exhibit C is the Last Will and Testament of Wilson C. Lucom.

Hacienda Santa Monica has skyrocketed to more than One Hundred and Fifty Million dollars (\$150,000,000).

33. Certain specific and limited bequests were made in the Will of Mr. Lucom, including but not limited to bequests to Defendant Hilda Lucom and to Lucom's stepdaughter Isabel. Funds remaining after the satisfaction of these bequests were to pass to the Foundation.

**Lehman is Appointed Executor of Lucom's Will- Order 1025**

34. On June 2, 2006 Lucom passed away, and shortly thereafter the Fourth Civil Circuit Court in and for the First Judicial Circuit of Panama (the "Panamanian Probate Court") on July 5, 2006, appointed Plaintiff Lehman as the sole Executor of the Lucom Estate (hereinafter "Order 1025"). A copy of the Order is attached hereto as Exhibit D.

35. Hilda Lucom and her family wanted all of the \$150 Million of Lucom's Estate. The first action they took were the attempts to remove Lehman as the Executor in Panama.

36. Despite the attempts to remove Plaintiff Lehman as Executor in Panama, on May 4, 2007, the Panamanian Superior Court (intermediate level Appellate Court) in an Order, a copy of which is attached hereto as Exhibit E, upheld the original Panamanian Probate Court ruling (Order 1025), and held that Lucom's Will was valid. The Court further ruled that the appropriate administration of Lucom's Will should in fact be carried out by the three Executors named in the Will: Plaintiff Lehman, Defendant Hilda, and Lucom's friend, Christopher Ruddy.

37. It is essential to fully appreciate the power of Panamanian corruption which was used to mislead and to poison the Florida judicial system against the Plaintiff in the underlying Surcharge Action and the Appeal of the Final Judgment entered in that action.

38. Shortly after Lucom's Will was accepted as his valid Will by the Panama Probate Court on August 18, 2006, the conspiracy to steal Lucom's Estate assets started by obtaining a series of

illegal Panamanian probate Orders from corrupt Panamanian Judges, which were ultimately introduced into the Florida Ancillary Estate Proceeding with the intent of defrauding the Florida Court and forcing Plaintiff Lehman to resign as Executor of Lucom's Will.

**Defendant Hilda Moves in Panama to Illegally Nullify the Will While Edna Ramos Exerts Her Power and Influence to Corrupt the Panamanian Courts**

39. By way of background, and to fully understand the Defendants plan to corrupt the Panamanian courts, it is necessary to understand Panama's probate system. First and foremost, under Panamanian law, as in Florida, it is the decedent who designates the Executor (Albacea) in his Will. Second, once the Albacea has been named in the Will by the decedent, the Panama court decides whether appointing the named Albacea(s) would violate any of the legal restrictions that would prohibit the person from serving as Albacea. If not, as occurred with Plaintiff Lehman, the Albacea is installed by the court. Third, when the appointed Albacea accepts the appointment to the position, which Lehman did, the Albacea has a duty to preserve and protect the Estate and cannot resign without court approval. Fourth, the only way to remove the Albacea is by death, impossibility, resignation or through judicial proceedings.

40. It should be noted that, notwithstanding the corrupt orders obtained in Panama, that there is no Panamanian code that permits the suspension of the Albacea's power, and there has never been an order removing Lehman as the Albacea. This is because the Albacea, once appointed, has now stepped into the shoes of the decedent and must preserve, protect and dispose of the decedent's property as the decedent would. Moreover, if an appeal is taken from a Panamanian probate court under the "deferred effect," the order which is appealed remains in full force and effect until the disposition of the appeal. Finally, like the courts in Florida, an appeal divests the lower court of jurisdiction over the issue on appeal. Because Plaintiff Lehman's appointment was on appeal, the Panama Probate Court had no jurisdiction to revisit Plaintiff Lehman's appointment during the

pendency of the appeal proceedings. This fact did not dissuade a corrupted Panamanian judge from doing just that.

41. On August 18, 2006 in Panama, Defendant Hilda filed a motion through the Arias Group's lawyer to nullify the Will so that Hilda would be named the "universal heir" and obtain for herself and her children the tens of millions of dollars that were earmarked for the poor children of Panama. In furtherance of this plan, Defendant Hilda's other attorney, Salvador Munoz, appeared in the Panamanian Court and falsely stated that Plaintiff Lehman had a "quasi criminal background" and had already stolen \$600,000 from Lucom's Wachovia account in Florida.

42. Subsequently, Defendant Hilda appointed Defendant Ramos as her lawyer. Using Munoz's court statement as "evidence" that Lehman was a criminal, Defendant Ramos convinced the Panama Probate Judge, who relied on Defendant Ramos' false statements, that the Panama judge had appointed as the sole Executor a "person" with a crooked background, who had already stolen \$600,000 and was on his way to steal everything from the Foundation and, ultimately the poor children of Panama.

#### **The Illegal "Suspension Order".**

43. Thereafter, Defendant Ramos obtained an Order (Order 1227), a copy of which is attached hereto as Exhibit F, from the Probate Judge in Panama which "suspended" Plaintiff Lehman's rights to access Lucom's Estate bank account as Executor on August 31, 2006. Order 1227 prevented Plaintiff Lehman "from availing himself of his designation as executor of the will in the estate of the late Wilson Charles Lucom from performing acts of administration, establishment of liens, or any acts of disposition of the property of the estate . . . ." Essentially, the Probate Court, which was divested of jurisdiction because the prior order appointing Plaintiff Lehman (Order 1025) was on appeal to the Superior Court, took this unlawful action to freeze all of Lucom's

Assets, in a calculated move directed by Defendant Ramos to ensure that Plaintiff Lehman could not fight to defend the Will with Estate funds.

44. Order 1227 crippled Plaintiff Lehman as he was now prevented from using Estate assets in Panama to implement Lucom's Will. From this date forward, Plaintiff Lehman would have to continue his efforts to implement Lucom's Will by spending money from one account Lucom had in Florida and eventually by utilizing Plaintiff Lehman's own funds and gifts from family, which to date have totaled well in excess of a million dollars. In addition, under Panamanian law, since Plaintiff Lehman had not been removed as Executor, he had the responsibility to continue to act to protect the property. Plaintiff Lehman faithfully complied in the name of his dear friend and client, Lucom. This illegal Panamanian Order was the first of many fraudulently obtained Panamanian orders introduced in the Florida Courts that misled the Florida Probate Judge Phillips and other Judges, including the three (3) Judge panel of the Fourth District Court of Appeal into wrongfully believing that Lehman committed fraud.

**Action to Remove Lehman as Executor in the Ancillary Estate Proceeding in Florida by  
Initiating the Surcharge Action**

45. With Defendant Hilda's first illegal Order 1227 ("Suspension Order") in place in Panama, steps were taken in Florida to thwart Plaintiff Lehman's efforts to serve as Executor of Lucom's Estate. On October 12, 2006, Defendant Hilda filed a petition to revoke the Letters of Administration issued to Plaintiff Lehman in the Florida Ancillary Estate proceeding, and filed on January 24, 2007 a Surcharge Action (the "Surcharge Action").

46. With an illegal "suspension" order in place in Panama and the Surcharge Action underway in Florida, Defendant Hilda continued the corruption of the Panamanian criminal courts in her attempt to remove Plaintiff Lehman as Executor of Lucom's Estate. The support of Justices and judges in Panama were secured through bribery, which was unknown to Plaintiffs at that time.

Corrupt judges and prosecutors provided the Defendants with the foundation for their scheme. Due to the pressure and threats brought upon Lehman, he ultimately resigned as the appointed Florida Executor.<sup>2</sup>

**The Defendants' Additional Frauds on the Florida Court in the Florida Surcharge Action**

47. Despite the Panamanian Appellate Court's ruling of May 4, 2007 affirming Lucom's Will and the Albaceas named therein, the Defendants, Ramos and Hilda continued to conceal the corruption and bribery that led to the entry of various Panamanian Court Orders that Defendants utilized in the Ancillary Administration.

48. This Court, now being apprised of the destructive power of Panama's judicial corruption in Panama, can now focus on the four extrinsic frauds that represent Panama's poisoning of the Florida Courts and the introduction of the bribery induced Panama rulings to our judicial system.

**Order 952 – The Bribe Induced Order that Convinced Judge Phillips Lehman Was Never the Albacea**

49. Defendant Hilda lost her standing to bring her action in the Adversary Proceeding (Surcharge Action) in 2007 when she assigned all of her interest in her inheritance to a Panamanian corporation. However, Plaintiffs did not discover this intentionally concealed act until late in 2012 discussed infra. In effect, Defendant Hilda lost her standing prior to the first illegally obtained bribed order (Order 952). Plaintiffs did not discover that Defendants had obtained and used to her advantage in the Adversary Proceeding illegal orders, obtained through bribery, until January 2013, well after the ruling of the Florida Probate Court and the affirmance of the same in the appeal to the Fourth District Court of Appeal.

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<sup>2</sup> In order to scare Lehman away from his obligation to Lucom, various false Denuncias (Criminal Complaints) were filed by Defendant Ramos and others including, but not limited to, a False Murder Charge (Denuncia 1), False Gang and Theft Charges (Denuncia 2) and False Swindle and Theft Charges (Denuncia 3), all which were successfully overcome. In all Lehman was charged with fifteen (15) false crimes in Panama. All were ultimately dismissed.



50. The first fraudulent Court Order introduced by Defendants in the Florida Courts was Order 952. The Florida Probate Court relied upon Panamanian Order 952, offered into evidence as submitted by Defendants. A copy of this Order which is attached hereto as Exhibit G.

51. Order 952 falsified the state of the law in Panama regarding Plaintiff Lehman's appointment as Albacea<sup>3</sup>.

52. Order 952, signed by Judge Molina and, upon information and belief, procured by bribery, held that Plaintiff Lehman's appointment as personal representative in Panama was a nullity. At the Surcharge Trial, the Florida Court then relied upon Order 952.

53. Order 952, as Defendant Ramos and Judge Molina well knew, was an unauthorized Order under Panamanian law. Judge Molina issued the Order after he knew he was divested of jurisdiction due to a pending appeal. Judge Molina clearly understood this because the Superior Court's May 4, 2007 ruling held that there were three executors, including Plaintiff Lehman. Because the May 4, 2007 Superior Court's ruling was on appeal to the Supreme Court, the probate court of Judge Molina was, as a consequence, divested of all jurisdiction including matters related to the executor or the appointment thereof. Judge Molina knew that he had no jurisdiction to enter Order 952, as he himself acknowledged this fact in Order No. 587 entered on July 10, 2009. Order 587 was issued in response to Christopher Ruddy's motion to be recognized as a legatee and the third executor under Lucom's Will. Judge Molina denied Ruddy's motion by referring to the appeal of the Superior Court's May 4, 2007 ruling and stating there was a "situation that prevents the Court presiding over the matter from deciding on any motion related to the said

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<sup>3</sup>In furtherance of the scheme to discredit Plaintiff Lehman, immediately before the commencement of the trial in the Surcharge Action in Florida, Lehman was falsely arrested twice in Panama in early February of 2009 based upon false charges lodged by Defendants the Estate, Ramos and Hilda. In Florida, the Surcharge Action was specially set for February 2009. Lehman was being illegally held in Panama on false criminal charges just prior to the start of the Florida trial.

succession [proceeding]." Order No. 587 is attached as Exhibit H. The corrupt nature of Molina's ruling in Order 952 is further evidenced on August 12, 2009, when the First Superior Court entered its Orders, copies of which are attached hereto as Composite Exhibit I, which made it clear that Judge Molina's Order 952 was improper.

54. After the trial and appeal to the Fourth District Court of Appeal were concluded Plaintiffs discovered and learned of the bribery and corruption that led to the entry of Judge Molina's Order 952 in 2013 when Defendant Ramos flew to Florida to disclose the same to several individuals in Florida.

55. Defendant Hilda's appeal of the Panama Superior Court's Order finding that three Executors (including Plaintiff Lehman) should be appointed as the Executors of the Estate of Wilson Lucom was on review to the Supreme Court of Panama. Therefore, Order 952, the purported nullification of Plaintiff Lehman's appointment, was of no force or effect pending this appeal. Unfortunately, Order 952 was not overruled in Panama prior to Defendant Hilda's introduction of Order 952 at trial in the Florida Surcharge Action. This resulted in a judgment against Plaintiff Lehman based upon the Defendants' conspiracy to provide false evidence to persuade the Florida judge to rule against Plaintiff Lehman.

56. In March 3, 2009, the Florida Judge, relying on and totally misled by the illegal Order No. 952, found that Plaintiff Lehman had no authority as the appointed Panama Albacea and that Plaintiff Lehman was an "executor de son tort" acting without authority of the Panamanian judicial system. Judge Phillips was so incensed by this perceived unlawful action of Mr. Lehman that he issued a very harsh Order against Plaintiff Lehman. The first paragraph of the Judgment demonstrates how Order 952 impacted the Court, when it says "Unequivocal evidence [e.g., corrupt Order No. 952] received at trial proved that the July 5, 2006 Panama Order appointing

Plaintiff Lehman "Executor" of the domiciliary Estate was automatically and immediately null and void when Defendant Hilda P. Lucom filed her appeal of that Order on July 18, 2006 . . . . [Therefore] at all times material to the action before this court, Plaintiff Lehman was not installed or properly serving as the Albacea of the Panama Estate." This was false as Order 952 was procured by the unlawful acts of Defendants and was subsequently, but, only after trial and appeal in Florida had concluded, reversed and vacated.

57. The "unequivocal evidence" referenced by the trial judge was corrupt Order No. 952. The cornerstone of the Florida Judgment was based upon the Florida Court's erroneous interpretation of Panama law and illegal Order No. 952 as deviously utilized by Defendants. After entry of the Florida Judgment, the August 12, 2009 opinion of the Panama Superior Court was issued. A copy of the August 12, 2009 opinion of the Panama Superior Court is attached hereto together with several subsequent court orders and rulings, which are attached hereto as Composite Exhibit I, which all held that Lehman was the properly appointed Executor contrary to Order No. 952.

58. Upon Plaintiff Lehman's Motion for Rehearing and New Trial and Motion to Alter or Amend Judgment (the "Motion"), the Florida Court, after seeing the "newly discovered Panama evidence," ruled on the key question of Plaintiff Lehman's authority under Panama law. The Florida Court ruled that Plaintiff Lehman was the appointed and authorized Executor in Panama. The Florida court now stated:

There is no dispute that on or about July 5, 2006, Plaintiff Lehman secured an order in Panama installing himself as Albacea of the Estate of Wilson C. Lucom, who died a Panama resident on June 2, 2006.

59. Nevertheless, the Florida Court was still influenced by the conspiracy to paint Plaintiff Lehman as a crook and thief of Lucom's Florida Estate assets and, thus, denied the balance of Plaintiff Lehman's Motion. The Florida Court as well as Plaintiffs still did not know that orders

obtained through bribery had been utilized by Defendants.

### **Exclusion of Material Evidence at Trial**

60. Judge Phillips at the trial of the Surcharge Action was so prejudiced by the submission by Defendants of the illegal bribed Panamanian Orders that led him to believe that Lehman was a “fraudster” that he refused to allow Plaintiffs’ five (5) volume Estate accounting proving the Estate’s solvency and that Lehman had spent all of the Estate’s funds plus almost a million dollars of Plaintiffs’ own funds in defending the Estate.

### **Illegal Bribed Supreme Court Order**

61. Unbeknownst to Plaintiffs and the Trial and Appellate Courts, on August 6, 2010, upon information and belief, in consideration of a several Million Dollar bribe paid to the three Panamanian Supreme Court Justices presiding over Defendant Hilda's appeal, the Supreme Court of Panama issued the indefensible decision, Exhibit J, attached hereto, that repudiated Plaintiff Lehman's status as Executor and that of Ruddy as co-Executor -and nullified Plaintiff Lehman's efforts since July 2006 to carry out his professional duty to defend the Will and implement its provisions. The Supreme Court of Panama upheld the validity of Lucom's Will, but then completely rewrote its provisions. The Court named Defendant Hilda as the sole Executor and “universal heir” of the Lucom Estate leaving nothing to the Foundation, and, ultimately nothing to the poor children of Panama.

### **FACTUAL BASIS FOR EXTRINSIC FRAUD UPON THE COURT**

#### **I. Concealed Lack of Standing of Defendant Hilda Lucom to Bring Adversary Proceeding**

62. On January 24, 2007, Defendant Hilda filed her objection to Interim Accounting and Petition for Surcharge and Petition to Void Transaction.

63. Trial in the Adversary Proceeding (Surcharge Action) was tried before the

Court (Judge Phillips) from February 24, 2009 to February 26, 2009.

64. The Final Judgment, Exhibit A hereto, was entered by the Trial Court (Judge Phillips) on March 5, 2009.

65. The Fourth District Court of Appeal of the State of Florida entered its final decision affirming the Final Judgment on October 26, 2011 and entered its Order on the Motion for Rehearing on February 8, 2012, Composite Exhibit B attached hereto.

66. Nine (9) months after Defendant Hilda passed away on August 24, 2011, and 6 months after the ruling of the Fourth District Court of Appeal, it was revealed for the first time that Hilda's Estate could not sell the estate property because she did not own any of Lucom's assets.

**67. The necessity of implementing efforts to sell the valuable real property in Panama, Hacienda Santa Monica, forced Defendant Ramos and her clients to reveal for the first time that Hilda had entered into a secret agreement transferring all of her rights to the Lucom Estate back in 2007. Hilda transferred all of her inheritance rights to the Lucom Estate and agreed to keep this transfer secret. This submission in Panama demonstrates that a fraud had been perpetrated on the Florida Court, as it clearly shows that Hilda had no standing, and that this document, prepared by or with the cooperation of Ramos' law firm, was to be maintained secret by its own terms.**

68. It was not until 2014, three (3) years after Hilda's death, that the Estate and Hilda's beneficiaries and attorneys finally filed an inventory in Hilda's Estate, a copy of which is attached hereto as Exhibit K, confirming that Hilda never had any right to Lucom's Estate. Indeed, this inventory listed only three assets on Hilda's inventory, none of which were part of Lucom's inheritance awarded to her by the Panama Supreme Court. This is because Hilda had transferred her inheritance rights prior to the entry of the Final Judgment in Florida against the Plaintiffs, a

fact that was actively and intentionally concealed from the Plaintiffs, the Florida Probate Court and the Fourth District Court of Appeal.

69. It was not until April 23, 2012 that it was revealed that on October 19, 2007 Defendant Hilda Lucom assigned and transferred all of her inheritance rights to the Estate of Lucom to an anonymous Panamanian foundation known as Fundacion Soller whose governing body consisted of a member of the law firm in which Edna Ramos had been a partner. See, Exhibit L annexed hereto and made a part hereof.

70. Defendants Hilda and Ramos knew that Defendant Hilda had assigned and transferred all of her inheritance rights to the Estate of Lucom prior to the Trial on the Adversary Proceeding (Surcharge Action).

71. Despite their actual knowledge, Defendants Hilda and Ramos failed to advise the Trial Court (Judge Phillips), or Judge Colin, who was the judge who ruled on the Plaintiffs' Motion for Rehearing, or the Appellate Court that Defendant Hilda Lucom had assigned all of her inheritance rights to Lucom's Estate prior to the time of the trial of the Adversary Proceeding (Surcharge Action) and, thus, that she had no standing to proceed to trial in the Adversary Proceeding (Surcharge Action).

72. This lack of standing is established by the assignment document executed on October 19, 2007, as evidenced by Exhibit M attached hereto, (see paragraph 5) which provides that Defendant Hilda Lucom and the Transferee were:

Bound to the total privacy confidentiality of the terms and conditions in this Transfer Contract, and all information received or to which they have had access by reason of this transaction, regarding which obligation and commitment the parties shall be freed only with the prior and express written consent of the other party.

73. The Panama Probate Court on April 23, 2012 approved of the requested transfer of Hacienda Santa Monica after reviewing the 2007 transfer of Hilda's inheritance rights by

assignment (See, Exhibit N attached hereto and made a part hereof) which Defendant Hilda again, by addendum dated June 30, 2010, confirmed that she had entered into a Transfer of Inheritance Rights Contract in 2007. (See, Exhibit O attached hereto and made a part hereof).

74. Upon information and belief, the minutes of the Founding Board of Fundacion Soller reflect that it met on October 18, 2007 to consider receiving the inheritance rights held by or which could come to be held by Defendant Hilda Lucom with respect to the Estate of Wilson Lucom. (See, Exhibit P attached hereto and made a part hereof). The meeting was held the day before the inheritance rights were transferred to that entity. This meeting was also concealed from the Plaintiffs and the Florida Courts by Defendants.

75. Hilda had no standing at the time of trial in the Adversary Proceeding (Surcharge Action). What was unknown to Plaintiffs and concealed by Defendants from Plaintiffs and all Florida Courts up until six (6) months after the appeal from the Trial Court Judgment, was that, at the time of trial Defendant Hilda Lucom was not the real party in interest to those proceedings as she had previously assigned all right, title, and interest in and to her inheritance rights to Fundacion Soller, a nonparty to those action and an entity formed by the Defendant Edna Ramos and the Infante law firm. **The assignments were concealed from Lehman and he could not have discovered this in the exercise of reasonable due diligence and care.**

76. It was not until after the "secret agreement" was divulged to the Panama probate court in Panama on April 23, 2012, as evidenced by Exhibit N attached hereto and made a part hereof, that the Plaintiffs learned that Defendant Hilda Lucom had no legal right to proceed to trial on behalf of the Estate or herself or to participate in the appeal of that decision that was procured by committing a fraud on both the Trial and the Appellate Courts and Plaintiffs.

## **II. Bribery and Obtaining of Illegal Panamanian Orders Utilized by Defendants in the Adversary Proceeding (Surcharge Action)**

77. The bribery, obtaining of illegal orders in Panama and the assignment in 2007 (confirmed in 2010) of Hilda's inheritance rights, were all revealed by Edna Ramos in 2013 to a prominent real estate developer who was present at the several meetings with Ramos, which occurred in Florida in January 2013, which was subsequent to the Final Judgment in the Adversary Proceeding and the Final Appellate affirmation in the Appellate Proceeding. Plaintiffs have obtained an affidavit from the prominent real estate developer, the "Affidavit," which attests to Defendant Edna Ramos admissions and confirmations of the bribery in conjunction with obtaining the Panamanian Orders that had been submitted in the Adversary Proceeding and which were relied upon by the Trial Court in entering the Final Judgment against Plaintiffs and upon which the Fourth District Court of Appeal of the State of Florida, entered its Appellate Decision against Plaintiffs.<sup>4</sup> **The affidavit names some of the most prominent political figures and law firms in Panama. Due to the concern for the safety and welfare of Plaintiff Lehman and the Affiant, the Plaintiffs will seek to introduce this Affidavit to the Court in this action under seal and through confidential order.**

78. Matias R. Dorta ("Dorta") is a practicing Florida attorney. At all material times, Dorta represented a party to the Adversary Proceeding, Valores. He actively continues collection efforts on the Judgments obtained in the Probate Court and thus far has turned all money so derived to the Estate of Lucom, although Plaintiffs have been advised that Mr. Dorta knows that the Judgment in the Adversary Proceeding was procured by fraud and bribery of judges in Panama,

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<sup>4</sup> The best example of how badly the Florida Appellate Court was misled is reflected in the Appellate Court's original opinion, which was later corrected. That original opinion stated that "Lehman admitted during testimony that he was not properly appointed and that his status as Albacea, or executor, was a nullity." This was not so.



including bribery of the three (3) Supreme Court Judges in Panama who declared Hilda as the “universal heiress” in derogation of the clear terms of Lucom’s will.

79. Upon information and belief, Defendant Edna Ramos confirmed in the meetings described in Paragraph 78 hereof that Valores’ attorney, Dorta, at some point, had knowledge of the bribery of the Panamanian Justices leading to the Panamanian Orders that were relied upon by the Trial Court and Appellate Court, but failed to apprise the Florida probate court of this information.

80. Dorta has been placed on notice with a demand to advise this Court of this bribery and that the Panamanian Orders relied upon by the Trial Court were illegally obtained by correspondence dated December 30, 2013, copy of which is attached hereto as Exhibit Q, however, Dorta has failed to respond to the letter and, upon information and belief, has taken no action in response thereto.

81. It is submitted that the trial Judge, the Honorable Judge Phillips, was misled and prejudiced from the outset of these proceedings by the corrupt and illegal rulings of the Court in Panama that was introduced into evidence and never could fairly evaluate the defenses of the Plaintiffs, since the Court was falsely led to believe that Plaintiff Lehman was not the Executor of the Lucom Estate. Judge Phillips was so misled that he never admitted Lehman’s voluminous evidence proving that the Estate was solvent.<sup>5</sup> Moreover, Judge Phillips, Judge Colin, and the

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<sup>5</sup> Core to the findings of Judge Phillips was the concept that Mr. Lehman left the ancillary estate insolvent, unable to pay Class 1 and Class 3 expenses-what Judge Phillips characterized as a “reckless disregard of the interests of interested persons.” This conclusion seemingly itself disregards, for reasons not articulated by Judge Phillips, other US assets and overstated liabilities. As of the date of the final accounting (January 21, 2008), there was real property in Florida having a value of \$373, 654, and cash assets totaling \$30,480.71. There were liabilities to Valores Globales of \$196,452 (which were not incurred by Mr. Lehman, but rather used to pay for the services of Mr. Miller, the court-ordered administrator pendent lite), to Mr. Lehman’s firm for estate expenses of \$993,598.25, and US estate tax liability of \$255,255. Accordingly, on the face of it one could readily conclude that the ancillary estate was insolvent. That conclusion ignores two very critical facts: (1) the estate tax liability includes taxes attributable to real property owned by Mr. Lucom in California valued at \$375,000 (a copy of the Federal estate tax return, Form 706-NA, is attached as Exhibit R), and (2) Mr. Lehman always conceded that he did not anticipate repayment of any sums to his law firm, and no such sums were reflected on the Federal estate tax return. Accordingly, if one were to take those facts into account, the balance sheet of the estate was:

Assets	-	Florida Land	\$373,654.00
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Fourth District Court of Appeal and Plaintiffs were led to believe that Defendant Hilda Lucom had standing to pursue the Adversary Proceeding (Surcharge Action), when she had previously assigned all of her inheritance rights, as set forth above, and had no standing at the time of trial. Judge Phillips in the Final Judgment found, based upon the corrupt ruling of the Court in Panama, that:

“Unequivocal evidence received at Trial proved the July 5, 2006 Panama Order appointing Plaintiff Lehman ‘Executor’ of the domiciliary Estate (from the English translation of the Order) was automatically and immediately null and void when Defendant Hilda P. Lucom filed her appeal of that Order on July 18, 2006. At all times material to the action before this court, Plaintiff Lehman was not installed or properly serving as the Albacea of the Panama Estate.”

82. Judge Phillips in the Final Judgment further found based upon the corrupt ruling of the Court in Panama that:

“On July 19, 2006, Plaintiff Lehman was not qualified to act as APR of the Florida ancillary Estate under the requirements of Fla. Stat. 734.102. On July 19, 2006, he was not the foreign personal representative of the Panama domiciliary Estate of Decedent. . . . However, **Plaintiff Lehman’s good faith, or lack thereof, is irrelevant:** as of the date he requested and received Letters of Administration to act as APR, he was not entitled to have those Letters issued. His appointment as APR in Florida is void ab initio. Thus, all actions taken by Plaintiff Lehman in the Florida ancillary Estate were those of an intermeddling volunteer. His actions were not protected by Florida law, or excused by the Exculpatory Clause in Decedent’s will. Plaintiff Lehman is liable to the Estate for all monies received

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	California Land	375,000.00
	Cash	30,480.71
	Total Assets	\$779,134.71
Liabilities	Valores Globales	\$196,452.00
	Estate Taxes	255,255.00
Total Liabilities		\$451,707.00
Net Assets		\$327,427.71

Even if one were to exclude the California property (as not being part of the Florida ancillary estate), one would have to then pro rate the estate tax liability between the California property and the Florida property (it is incongruous to claim that the Florida estate is 100% liable for taxes where the property giving rise to the liability is only one –half of the total US estate). Further, if one were to adopt Hilda’s view as to the disposition of Mr. Lucom’s estate, then the estate may have qualified for the marital deduction, with little or no estate tax liability. Thus, if Hilda is right in her claim, then there would be no estate taxes, and even if she is not right (meaning that Mr. Lucom’s Will as drafted was upheld), then at worst the net assets would have totaled \$80,055.21 (assuming no marital deduction).

by him improperly and for all damages to the Estate caused by Mr. Plaintiff Lehman under Fla. Stat 733.309.”

83. Judge Phillips in the Final Judgment further found based upon the corrupt ruling of the Court in Panama that:

“Should another Court hold that Plaintiff Lehman was properly appointed APR, his actions were still improper, objectionable, and not excused by the terms of the Exculpatory Clause in Decedent’s will Plaintiff Lehman exhausted the liquid assets of the ancillary Estate for illegitimate purposes, to the detriment of the ancillary and entire Estate. **He sought to avoid or circumvent legitimate Orders of the Panama Court in the domiciliary Estate** with actions financed by converting hundreds of thousands of dollars in cash assets from the Florida ancillary Estate. . .” (Emphasis Added).

84. It is clear from the Final Judgment that Judge Phillips found that the “Orders of the Panama Court” **were legitimate** when in fact they were obtained through bribery and corruption and legally defective. The Honorable Judge Phillips did not know this at the time of his ruling as Defendants knowingly concealed this fact from the Court and Plaintiffs and, thus, perpetrated a fraud upon the Court.

85. It is also clear from the Final Judgment that Judge Phillips’ believed that Plaintiff Lehman had “avoided and circumvented legitimate Orders of the Panama Court in the domiciliary Estate” which thus prejudiced him against Plaintiff Lehman and led to him believing that he was a “covetous opportunist using the ancillary Estate assets to thwart the Orders of the Panama Court in the domiciliary Estate, seeking personal advantage and control of assets in the \$25-\$50 million domiciliary Estate.”

86. Upon information and belief, had Judge Phillips known that the Panama Orders placed into evidence by Defendants and which the Court relied upon in its ruling were illegal and obtained through bribery and corruption, then Judge Phillips could not have found that Plaintiff Lehman was not the proper and legal Executor of both the domiciliary and ancillary Estates, or that Plaintiff Lehman had left the estate insolvent and would have precluded the entry of Final Judgment which

included granting surcharge against Plaintiffs and voiding transactions conducted by Plaintiff Lehman as Executor.<sup>6</sup>

87. Moreover, upon information and belief, had Judge Phillips known of the fact that the Defendants had concealed the fact that Defendant Hilda Lucom had assigned and transferred all of her inheritance back on October 19, 2007, and that Defendant Hilda Lucom had no standing, then the Court could not have proceeded upon her Petition and could not have issued the relief granted in the Final Judgment.

88. Therefore, based upon the intentional and knowing concealment of the illegality of the Panama Orders submitted to the Trial Court as well as the concealment of the assignment and transfer of Defendant Hilda Lucom's inheritance, the Defendants have perpetrated an extrinsic fraud upon the Court and the Plaintiffs for which Plaintiffs are entitled to relief from the Final Judgment dated March 5, 2009, Exhibit A, relief from the Appellate Orders affirming the Final Judgment, Composite Exhibit B, and damages including, but not limited to, the repayment of all monies paid by Plaintiffs to date to satisfy the Final Judgment as well as the attorneys' fees incurred by Plaintiffs to demonstrate the fraud upon this Court.

#### **MOTIVE OF DEFENDANTS**

89. These extrinsic acts were committed by Defendants, Estate, Ramos and Hilda in this Circuit Court with the singular purpose of preventing the carrying out of the intent of the deceased who left his fortune through his Last Will and Testament, to his Foundation for the benefit of the poor and needy children of the Republic of Panama.

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<sup>6</sup> Judge Phillips was misled and thus so convinced by the fraudulent bribed orders that he appointed Mr. Miller as Curator of the Lucom Estate who was ultimately awarded \$390,000.00 to Interested Defendant Miller as the Curator solely because Judge Phillips was led to believe that Lehman was never appointed Executor. The Final Judgment, Exhibit A hereto, states "Mr. Miller's fees are reasonable and **were the direct result of Lehman's improper appointment as APR**, his actions as an intermeddler in the estate and his breaches of fiduciary duty once wrongfully appointed as APR."

90. In Panama, corrupt civil Panamanian Probate Judges, bribed Justices and an illegally appointed administrator prevented Plaintiff Lehman from protecting the Estate's main Panamanian asset and the Estate's Florida bank and securities accounts. On a parallel tract in Florida, Defendants introduced in the Adversary Proceeding in Florida the illegal and unconstitutional Panamanian Probate Court Orders, obtained by Defendants through bribery and corruption, in order to ruin Plaintiff Lehman's reputation, law practice, and to thwart Plaintiff Lehman's efforts to protect the Florida Estate assets.

91. The corruption of the Panamanian judicial system is not mere speculation. The actual meeting with one of the Supreme Court Justices on the Panel, where Defendant Hilda's lawyer offered and negotiated a \$1.0 million bribe to one of the Justices of the Panel, was reported by Ramos in her Florida meetings in January 2013 to the prominent real estate developer, the Affiant, and one, if not two, attorneys practicing in the United States in an admission against interest by Defendant Ramos. Once the corrupt Opinion became public and the grotesque and obvious corruption became *vox populi* in all Panama, on information and belief, the U.S. State Department stepped in and revoked the U.S. visas of the three Justices of the Supreme Court of Panama, who rendered the corrupt Opinion. Further, since at least 2009, multiple cables were issued by the United States Ambassador to Panama regarding the corruption in the Panamanian judiciary. Notwithstanding these recent events, the illegal and corrupt orders and decisions, while they pended for years, permitted the Defendants ample time to steal the assets of the Estate and, through a malicious media campaign of defamation, Defendants ruined (and continue to ruin) Plaintiff Lehman and Plaintiff Lehman's, P.A.'s business, professional reputation and standing in the community.

92. As further proof of the corruption of the Panamanian jurist who entered illegal Panamanian Orders, known to the Defendants who perpetrated and/or knew that the Panamanian Orders were obtained through bribery and corruption, is the current indictment of the Panamanian Supreme Court Justice Alejandro Moncada Luna, who later participated in the fraud. (See, Exhibit S attached hereto which has just occurred).

93. All conditions precedent have been performed or have occurred, have been waived and/or Plaintiffs have been precluded from performing them by virtue of the actions of the Defendants.

**COUNT I**  
**FRAUD**  
**(Upon the Court and the Plaintiffs)**

94. Plaintiffs herein reallege and incorporate the averments of paragraphs 1 through 93 as though fully set forth herein.

95. Plaintiffs assert that the actions of Defendants as alleged herein and supported by the facts and documents clearly support a finding of an extrinsic fraud having been perpetrated by Defendants upon the Trial Court in this Circuit in the Ancillary Proceeding (Surcharge Action), upon the District Court of Appeal for the State of Florida, Fourth District, and upon Plaintiffs in that:

- a. Defendants made false statements regarding material facts and covered up material facts known to them;
- b. Defendants knew or should have known the representations were false;
- c. Defendants intended that the representations induce the Trial Court in the Ancillary Proceeding (Surcharge Action), the District Court of Appeal for the State of Florida, Fourth District and the Plaintiffs to act on said representations; and

d. Plaintiffs suffered damages in justifiable reliance on the representations made by Defendants.

96. Defendants Hilda and Ramos knew that on October 19, 2007, Defendant Hilda Lucom had assigned and transferred all of her inheritance rights to a third party and, therefore, did not have standing to proceed to trial in the Adversary Proceeding (Surcharge Action) from at least October 19, 2007 onward. This assignment and transfer occurred prior to the Trial in the Adversary Proceeding (Surcharge Action).

97. Defendants Hilda and Ramos, intentionally and with malice, hid and concealed the assignment and transfer from Plaintiffs and the Trial and Appellate Court and did not disclose the fact of the assignment and transfer to the public at large until April 23, 2012, well after the Appellate Court had affirmed the Trial Court's Final Judgment in the Adversary Proceeding (Surcharge Action).

98. Plaintiffs recently learned of the concealment of the assignment and transfer of Defendant Hilda Lucom's complete inheritance rights and did not have and could not have obtained knowledge of these facts until well after the Final Judgment and the affirmation of the Final Judgment by the Appellate Court.

99. Defendants, upon information and belief, intentionally and with malice, withheld and concealed the fact that Defendant Hilda Lucom had no standing in order to perpetrate their scheme to steal the assets of the Estate. Had Plaintiffs not been precluded by secret agreement from discovering that Defendant Hilda Lucom had transferred all of her inheritance rights back on October 19, 2007, Plaintiffs would have been able to bring this to the attention of the Trial Court and prevent the fraud perpetrated by Defendants.

100. Defendant Hilda Lucom had no standing to proceed with the Adversary Proceeding (Surcharge Action) and, therefore, the resulting Final Judgment was without foundation and improperly entered based upon the fraud perpetrated upon the Trial and Appellate Courts and Plaintiffs.

101. Additionally, Plaintiffs assert that Defendants, in blatant disregard of obvious information available to Defendants, through concealed corruption, bribery of Panamanian Courts and jurists, and other facts as listed above, falsely represented to the Trial Court and to Plaintiffs that the Panamanian Orders placed into evidence in the Ancillary Proceeding (Surcharge Action) were legitimate. Defendants intentionally, knowingly and maliciously, concealed and failed to disclose to the Trial Court and the Appellate Court and Plaintiffs that the Panamanian Court Orders were obtained through bribery and corruption. Plaintiffs had no way to learn this information within one year of the entry of Final Judgment due to the extrinsic fraud perpetrated upon the trial and appeal courts due to Defendants intentional and continued fraudulent misconduct. In fact, Defendants still have not disclosed this information to the Probate Court despite a duty to do so.

102. Only recently and only after the Final Appellate ruling on the Final Judgment entered in the Ancillary Proceeding (Surcharge Action) did Plaintiffs discover through statements made by Defendant Edna Defendant Ramos that the Panamanian Orders upon which the Trial Court relied upon were obtained through bribery and corruption.

103. Plaintiffs had no ability to independently ascertain or determine that the Panamanian Orders submitted to the Trial Court had been obtained through bribery and corruption.

104. The Trial Court relied upon the misrepresentations of material facts by Defendants that the Panamanian Orders were legitimate and the Defendants intentionally and maliciously failed to



disclose to the Trial Court and Plaintiffs that the Panamanian Orders were obtained through bribery and corruption.

105. Had Defendants not withheld and concealed the information concerning the illegality of the Panamanian Orders relied upon by the Trial Court, Plaintiffs would have been able to discover these facts and would have been able to advise the Trial Court accordingly and, thus, would have been able to stop the fraud.

106. Defendants, at all times material hereto, had documents and information that they withheld from Plaintiffs relating to the bribery of the Panamanian Courts and prosecutors and provided false and misleading information in order to carry out this fraud on the Court and Plaintiffs.

107. By reason of the acts of Defendants, Plaintiffs have sustained damages including, but not limited to, loss of reputation in the community, and loss of profits and business income.

108. Furthermore, in doing the acts alleged herein, Defendants have benefited personally from their fraud on the Court.

109. Moreover, Plaintiff Lehman has been damaged by paying out substantial sums of money to satisfy the Final Judgment obtained by Defendants' actions for which Plaintiffs seek reimbursement together with the lost interest thereon.

110. Furthermore, in doing the acts alleged therein, Defendants have acted maliciously and with a wanton disregard of Plaintiffs' rights and Defendants' obligation to the Trial Court and the Appellate Court. As a result, thereof, Plaintiffs are entitled to recover compensatory damages in excess of the minimal jurisdiction of this Court.

111. Plaintiffs have lost profits and business, and incurred additional expenses as the result of Defendants' actions.

112. Plaintiffs seek the recovery of all monies paid to the Interested Defendants ordered to be paid under the Final Judgment, Exhibit A attached hereto, by virtue of the fact that the Final Judgment was obtained through fraud and must be set aside.

113. Plaintiffs reserve the right to amend this Complaint to seek punitive damages under Florida Statute § 768.72, upon a showing that Defendants' actions were willful, malicious, illegal, wanton or reckless.

**WHEREFORE**, Plaintiffs Richard S. Lehman and Richard S. Lehman P.A. request that (1) the Final Judgment dated March 5, 2009, attached hereto as Exhibit A, be set aside, (2) that judgment be entered in favor of Plaintiffs against all Defendants, jointly and severally, including the Interested Defendants for compensatory damages, pre and post judgment interest, the costs of this action, and (3) for such other and further relief as this Court deems just and proper, including reasonable attorneys' fees incurred to prove the fraud upon the Court.

**COUNT II**  
**INJUNCTIVE RELIEF**

114. Plaintiffs herein reallege and incorporate the averments of paragraphs 1 through 93 as though fully set forth herein.

115. This is an action for injunctive relief within the equitable jurisdiction of this Court.

116. The fraud on the court perpetrated by Defendants continues to this day as the Defendants continue to collect on the ill-gotten Final Judgment.

117. Plaintiff Lehman, pursuant to the Final Judgment, has paid almost one million dollars (\$1,000,000.00) in satisfaction of the Final Judgment in favor of the Defendant the Estate.<sup>7</sup>

118. The funds that Plaintiff Lehman has paid against the Final Judgment are currently being held by the Curator, Defendant Miller, pending distribution.

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<sup>7</sup> A portion of the funds paid by Lehman were paid by a bonding company on Lehman's behalf.

119. In the event that this Court finds that a fraud was perpetrated upon the Court in the Adversary Proceeding, than no sums would be payable by Plaintiff and the Final Judgment will be set aside.

120. A distribution of the funds now being held by the Curator to the Defendants will cause substantial irreparable harm and damages to the Plaintiffs if this Court sets aside the Final Judgment on the basis that the substantial amount of funds being held will be distributed to Defendants who for the most part reside out of the country. Any such distribution would make it almost impossible for Plaintiffs to recover these funds and would cause Plaintiffs substantial expense in any efforts to do so if these funds are so distributed.

121. Most importantly, if the Final Judgment is set aside based upon the fraud upon the Court, Defendants would not be entitled to the funds being held by the Curator and this Court would be required to order the funds being held by the Curator to be returned to Plaintiff Lehman.

122. The funds being held by the Curator have been accumulated and held for a lengthy period of time and there would be no significant harm for a temporary injunction to be entered prohibiting the distribution of these funds until this Court determines whether or not a fraud was perpetrated upon the Court in the Adversary Proceeding and on appeal and, thus, whether the Final Judgment should be set aside.

123. In the event that this Court sets aside the Final Judgment, then not only is a permanent injunction against the distribution warranted but this Court will be required to order that the funds being held by the Curator be returned to the Plaintiffs.

124. There would be far greater prejudice and substantial irreversible harm to Plaintiffs if this Court did not enjoin the distribution.

125. Plaintiffs do not have any other alternative relief other than the equitable remedy of an injunction to protect them and their interests from the distribution of the funds being held by the Curator.

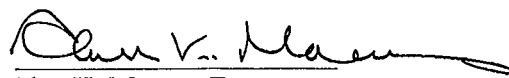
126. Plaintiffs have no adequate remedy at law.

127. The granting of Temporary, Permanent Injunctive Relief would serve the public good to ferret out corruption and prevent the misuse of the judicial system.

**WHEREFORE**, Plaintiffs respectfully request that this Court enter a Temporary and Permanent Injunction against Defendants consistent with the foregoing, and including but not limited to precluding and prohibiting the Curator from distributing the funds being held by the Curator paid by Plaintiffs pursuant to the Final Judgment, pending the entry of a Final Judgment in this action together with such other and further relief as to the Court may seem just and equitable in the premises, including the award of costs to Plaintiffs.

Dated: December 23, 2014.

Respectfully submitted,  
MARCUS LAW CENTER, LLC  
2600 Douglas Road  
Suite 1111  
Coral Gables, FL 33134  
Telephone (305) 507-1203  
Facsimile (305) 507-1204

  
Alan K. Marcus, Esq.  
FL Bar 266116