

**IN THE CIRCUIT COURT FOR THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA
IN AND FOR MIAMI DADE COUNTY, FLORIDA**

IN RE: THE MARRIAGE OF:

FAMILY DIVISION

LEONARD M. HOCHSTEIN,

CASE NO.: 22-9944 FC 04 (18)

Petitioner/Husband,

v.

LISA MACCALLUM HOCHSTEIN,

Respondent/Wife.

**PETITIONER/HUSBAND'S VERIFIED RESPONSE IN OPPOSITION TO
RESPONDENT/WIFE'S VERIFIED URGENT MOTION FOR TEMPORARY SUPPORT**

COMES NOW, Petitioner/Husband LEONARD M. HOCHSTEIN ("Husband"), by and through his undersigned counsel, and files this, Husband's Response in Opposition to Wife's Verified Urgent Motion for Temporary Support and in support thereof, affirms, attests, and verifies that the following is true and correct:

1. This is an action for dissolution of the marriage between the parties, Husband and Respondent/Wife, LISA MACCALLUM HOCHSTEIN ("Wife") There are two (02) minor children born of the parties, and subject to this action, to wit: E.M.H. (female) born in 2019, and L.M.H. (female) born in 2015 ("Minor Children"). On May 20, 2022, Husband commenced this action by filing a Verified Petition for Dissolution of Marriage of Marriage and Related Relief ("Husband's Petition").
2. On or around May 1, 2022, the parties separated and ceased living together as a married couple, and Wife has continued to reside in the former marital home located at 42 Star Island Drive, Miami Beach, Florida 33139 ("Marital Home") Husband relocating temporarily moved into a rental apartment on Miami Beach located in close proximity to the former marital home. The former marital home is Husbands premarital and clearly separate real property.
3. Husband's Petition sets forth that the parties married on October 24, 2022, in Miami-Dade County, Florida, and that prior to the parties' marriage, on October 15, 2009, Husband and Wife entered into a Prenuptial Agreement ("PNA").

4. Within PNA, at Paragraph 13 entitled "TEMPORARY SUPPORT", Wife agreed and covenanted that, in the event either party filed for dissolution of marriage, Wife agreed to vacate the former marital home within thirty (30) days of filing, or upon the entry of final judgment of dissolution of marriage, whichever occurred first.
5. Said provision contained in PNA obligates Husband to pay to Wife the sum of \$10,000.00 per month, as temporary support, for a maximum period of six (6) months or until the entry of a final judgment [of dissolution of marriage], whichever period is shorter.
6. Notwithstanding the clear and unambiguous terms contained in the temporary support provision of PNA, Wife has refused to vacate the former marital home and continues to reside therein derogation of said provision and to the detriment of Husband, who is and remains the owner and titleholder of record of the former marital home.
7. Shortly following Wife's waiver of service of process in this action, on June 6, 2022, Husband filed Husband's Motion to Establish Separate Residences as a means of enforcing the "TEMPORARY SUPPORT" clause in PNA and motivating Wife to comply with the same and vacate the Marital Home which is the property of Husband to the exclusion of Wife and any claims of equitable distribution of Wife pursuant to the express terms of the PNA.
8. To date, Husband's Motion to Establish Separate Residences remains pending, and Wife continues to reside in Husband's house in breach of PNA, namely in violation of her agreement to vacate the house within thirty (30) days from the date of filing of Husband's Petition, or by June 20, 2022.
9. However, on July 26, 2022, Wife filed and served Wife's Verified Urgent Motion for Temporary Support ("Wife's Temporary Support Motion") wherein Wife contends that Husband has restricted Wife's access to funds in an effort to financially 'strangle' Wife.
10. Specifically, Wife alleges in Wife's Temporary Support Motion that Husband refuses to provide Wife with 'meaningful funds' even though Husband has paid for all or the majority of household expenses for Wife and Minor Children during the course of the parties' marriage and throughout the past five (05) months of parties' separation while Wife continues to enjoy in residing in Husband's house on Star Island, with virtually all expenses paid.
11. In direct contravention of Wife's unjustified allegations that Husband has failed to provide for her and Minor Children financially since the parties' separation on or about May 1, 2022, Husband states as follows:
 - *Since May 1, 2022, Wife has made approximately \$188,000.00 in purchases and other charges to a jointly maintained credit card which husband pays for;*
 - *Since May 1, 2022, Husband has covered approximately \$30,000.00 in tuition and related costs for Minor Children's educational expenses;*

- *Since May 1, 2022, Husband has expended approximately \$50,000.00 toward the salary and wages of nannies caring for Minor Children and housekeeping staff for Wife;*
 - *Since May 1, 2022, Husband has paid approximately \$12,000.00 for the Star Island House where Wife resides;*
 - *Since May 1, 2022, Husband has paid approximately \$85,000.00 in taxes for the Star Island Home and \$50,000.00 in mortgage payments for the Star Island Home; and*
 - *Since May 1, 2022, Husband has given Wife \$10,000.00 in cash.*
12. Simple arithmetic indicates that between May 1, 2022, five months time Husband has laid out approximately **\$455,000.00** to cover household expenses and to provide for the upkeep, support and maintenance of both Wife and Minor Children, in his Star Island house which equates to approximately \$91,000.00 per month, while Husband also rents an apartment for himself.
 13. No question exists that Husband has gone far and beyond any requirement for spousal support found in PNA or which would be reasonable to a Court to Require.
 14. Further, no question exists that Husband has provided for Wife and Minor Children in a manner consistent with style equal to or even better than the lifestyle which all enjoyed prior to the parties' separation.
 15. The upkeep, support, and maintenance which Husband has provided to Wife and Minor Children, since the parties' separation, manifestly satisfies any test of reasonableness and remains consistent with the requirements set forth in Florida Statute § 61.08 (Alimony), Florida Statute § 61.30 (Child Support) and within Administrative Order 14-13 (Status Quo Order), so Wife's instant motion is obviously unclearly, vindictive, and worthy of sanctions in the form of attorneys' fees and cost.
 16. It shocks the conscious that Wife, who has been the recipient and beneficiary of the more than adequate support, after five months of opulent living comes before the Court requesting for even greater sums of support. Wife's request and the resulting litigation is a waist of Husband's money and time and a waste of this Court's time and resources.
 17. It should not be lost upon the Court that, to date, Wife has produced no financial documentation or materials which detail, explain or substantiate Wife's assented claims. Wife claims a need for even more support but has failed to provide any documents regarding her income and financial ability or supporting her need for even further support to date, Wife has produced no

mandatory disclosure documents nor any documents responsive to Husband's pending and over due Request for Production.

18. Not only has Wife failed to file any Family Law Financial Affidavit, but Wife has also failed to file and serve a Certificate of Compliance with Mandatory Disclosure even though Wife agreed, pursuant to the terms of an Agreed Order which the Court entered on July 25, 2022, that Wife would file her Mandatory Disclosures, including Financial Affidavit, on or before August 9, 2022.
19. Wife has willfully violated the terms of the above Agreed Order but also comes before this Court seeking affirmative relief with unclean hands.
20. By failing to disclose the disposition and extent of her assets, income, expenses, and liabilities, by and through the filing of a Family Law Financial Affidavit and Certificate of Compliance with Mandatory Disclosure, Wife is purposefully concealing the true nature of her financial condition as means of avoiding her financial responsibility to pay for her own lavish lifestyle.
21. It is undisputed that Wife earns significant income as a television star and personality. Wife is the star of "Real Housewife's of Miami". Upon information and belief, Husband asserts that Wife earns upwards of \$30,000.00 per episode for each installment of "Real Housewives of Miami", a reality show which she has starred in since 2012 and continues to appear in through the date of the filing of this instant motion.
22. It remains incongruent that Wife, who earns an exorbitant salary for appearing on a popular reality show, has the need for any temporary spousal support and Husband argues that, at the very least, Wife should rely on her own lucrative income to supplement the amounts of money which Husband pays to temporarily support her and take care of Minor Children.
23. This Honorable Court should deny Wife's baseless and unsubstantiated claims for relief outright and deny her any temporary spousal support beyond what Husband has already paid and continues to pay to maintain Wife in his Star Island home and to support Minor Children.
24. Wife has filed this motion without necessity or provocation and in bad faith. Husband was forced to retain the undersigned counsel to represent him in this matter and to prepare this response and to defend himself against Wife's outrageous and Wife's claims are designed to disparage Husband and to bring Husband into ill repute with this Court and the community.
25. By and through her motion, Husband posits that Wife has engaged in vexatious and unnecessary litigation and contends Wife should be sanctioned in the form of ordering her to pay the attorneys' fees and costs incurred or paid by Husband and respectfully requests that

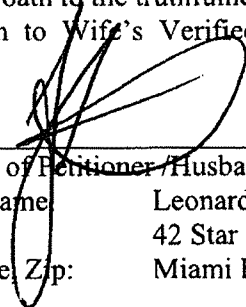
this Court order Wife to pay Husband's reasonable attorneys' fees and costs which Husband has incurred or paid to the undersigned related to the subject motion, the Response thereto and the litigation.

WHEREFORE, Petitioner/Husband LEONARD M. HOCHSTEIN, respectfully requests that this Court deny Wife's motion on the substantive grounds set forth above and further moves the Court for all other relief that the Court deems equitable and just under the circumstances including the imposition upon Wife of reasonable attorneys' fees and costs, paid, or incurred by Husband as sanctions.

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VERIFICATION

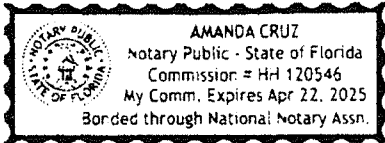
I understand that I am swearing of affirming under oath to the truthfulness of the claims made in this. Husband's Verified Response in Opposition to Wife's Verified Urgent Motion for Temporary Support.



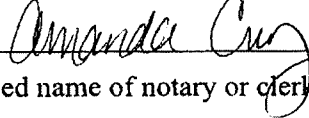
Signature of Petitioner/Husband
Printed Name Leonard M. Hochstein
Address: 42 Star Island Drive
City, State, Zip: Miami Beach, Florida 33139

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Sworn to or affirmed and signed before me on this 12th day of October 2022



NOTARY PUBLIC or DEPUTY CLERK



[Print, type, or stamp commissioned name of notary or clerk]

- Personally known
- Produced identification
- Type of identification produced _____

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished to the following persons by the Florida Courts E-Filing Portal on this 7th day of October 2022: PAUL S. LEINOFF, ESQ, Attorney for Wife.

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