STATE OF MINNESOTA

COUNTY OF HENNEPIN

DISTRICT COURT

FOURTH JUDICIAL DISTRICT

FAMILY COURT DIVISION

COURT FILE NO. 27-FA-08-2731

In Re the Marriage of:

Dennis E. Hecker,

Petitioner,

and

Tamitha D. Hecker,

Respondent.

AFFIDAVIT OF TAMITHA D. HECKER

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

1. I am the above-named Respondent in this proceeding and am offering this Affidavit to the Court in support of my Notice of Motion and Motion on file herein.

DISSOLUTION

2. I am asking that the Court take the unusual step of dissolving the marriage of the parties before the various issues arising out of this dissolution proceeding, including allocation of any property rights that the Petitioner may have if and when he exits bankruptcy, a final allocation of assets in my possession and control, permanent maintenance and support, permanent custody and parenting time and the enforceability of the October 2008 and April 2003 postnuptial agreements, are finally resolved.

3. As the Court may be aware, the Petitioner has recently moved the Bankruptcy Court for an order staying the bankruptcy proceedings until there is a resolution of a federal

grand jury proceedings which I understand are now pending. Because of the complexity of the issues presented by the Petitioner's bankruptcy (to which I am not a party) as well as the Petitioner's recent request that those proceedings be stayed, there is no telling when the Family Court will be in a position to resolve our own separate financial issues. I also expect that it may be quite some time before we will be in a position to resolve issues relating to custody and parenting time on a final basis.

4. I can see no reason that the marital relationship of the parties should remain intact, given the uncertainty with respect to the time this divorce proceeding will take. In fact, I believe everyone, including our children, will benefit from an immediate and clear severance of the marital relationship.

5. I understand that the Guardian ad Litem may have her own thoughts about this particular issue and am certainly willing to have her weigh in on the matter, particularly if it is her belief that the children's welfare will be affected by the Court's decision on this issue.

MINI COOPER

6. There is a 2008 Mini Cooper which is titled and insured in my name. The loan for the vehicle is also held in my name. I hold the original title to the vehicle, a copy of which is attached hereto as **Exhibit A**.

7. I last had access to the vehicle in June 2009.

8. I have made several demands of the Petitioner for the vehicle as there have been times I needed it because the car I primarily use needed repairs. I also have concerns about how and by whom the car is being used. The Petitioner has refused to tell me where it might be located or who may be using it.

9. I understand that the insurance coverage on the vehicle will lapse on or about October 22, 2009. I am particularly concerned that the car might be driven after the insurance lapses.

10. I do not have any of the paperwork relative to the vehicle which would allow me to make the monthly car payment and have no idea whether the loan is current.

11. I understand that the monthly payment on the Mini Cooper runs about $330.00, while the monthly payment on the Cadillac Escalade I am driving, which is also titled to me, is about $700.00. I am current with the Escalade payment.

12. I do not have the cashflow needed to cover two car payments or the cost of insurance for both vehicles. While the monthly cost of the Mini Cooper payment is more in line with what I can afford, the car is too small to be the only one available for me and our two children. It might be most cost-effective for me to sell both cars and to obtain a medium-sized car with a monthly payment of between $300.00 and $400.00. However, for now, it is important that there be an accounting with respect to the Mini Cooper as it remains in my name and the insurance is about to lapse.

13. At this juncture, my preference would be that the car, with all pertinent paperwork (including documentation relating to the loan), be returned to me and that I be granted permission by the Court to sell either or both vehicles so that, if I determine that it is cost-effective to obtain one vehicle better suited for my use, I may do so (subject, of course, to my ability to qualify for financing). I would expect to make a full accounting of any sale proceeds to the Petitioner and the Court.

FAMILIAL SUPPORT

14. I am asking for awards of interim child support and spousal maintenance from the Petitioner. I am fully cognizant of the difficulties inherent in determining the Petitioner's current income and resources and cannot pretend to know what the Petitioner is currently generating by way of income. I am able to certify that I have no income available to me at all and that the Petitioner has provided me with no form of support since June of this year. I believe that this is a situation in which it is appropriate for the Court to impute income to the Petitioner based upon the resources that appear to have been available to him to meet the standard of living he has maintained since filing his bankruptcy petition in June.

PETITIONER'S POST-PETITION EXPENDITURES/STANDARD OF LIVING

15. The Petitioner has continued to maintain a very high standard of living, comparable to that enjoyed by the parties during our marriage, since the filing of his bankruptcy petition in early June.

16. The Petitioner has claimed in the bankruptcy proceeding that he resides at our Cross Lake vacation estate; indeed, he had sought a homestead exemption in that proceeding. On August 28, 2009, the Petitioner's bankruptcy counsel submitted a memorandum to the Bankruptcy Court in response to Chrysler Financial's motion objecting to the Petitioner's efforts to have the main home on our Cross Lake property (the largest of three homes) declared as exempt homestead property. The memorandum, signed by the Petitioner on August 28, 2009, is attached hereto as **Exhibit B**. Attached to the memorandum, as Exhibit D, are documents which provide verification as to the monthly loan payments associated with the property; the payments of principal and interest appear to be in the range of $35,000.00 to $37,000.00 per month. The memorandum is significant to these proceedings in that it appears to confirm the following:

- The Petitioner's stated desire to maintain our vacation home, valued at approximately $9,000,000.00 by Crow Wing County, as his homestead.

- The fact of the Petitioner's desire to maintain the Cross Lake property as his homestead going forward, notwithstanding the fact that the monthly PI payments on the home run between $35,000.00 and $37,000.00 per month.

- The fact that the Petitioner considers his various business entities to be his "alter egos" and that he and his businesses are one and the same entity.

17. Of course, it is important to note that, in addition to monthly PI payments in the range of $35,000.00 to $37,000.00, the Petitioner would be obligated to pay real estate taxes, insurance, utility and maintenance expense for the Cross Lake home if he were to remain in the home.

18. Certainly, the Petitioner would not have put the extraordinary legal expense he has into aggressively pursuing his request that our Cross Lake home be deemed his exempt homestead in the bankruptcy proceeding if neither he nor his bankruptcy counsel did not believe he had the resources to make the payments needed to maintain the property, which likely would cost him at least $40,000.00 per month.

19. On September 25, 2009, the judge assigned to the Petitioner's bankruptcy proceeding issued a ruling denying the Petitioner's request that the largest of our three Cross Lake homes be deemed his homestead. A copy of the ruling is attached hereto as **Exhibit C**. The significance of the ruling to these proceedings is that the extraordinary amount of cashflow which the Petitioner would certainly have expected to devote to maintaining the property had the relief he sought in Bankruptcy Court been granted is now freed up and may be considered as a resource upon which the Petitioner can rely in providing a measure of familial support to me on a temporary basis.

20. In addition to the Petitioner's obvious expectation that he would have the resources he would need in order to maintain the Cross Lake property as his homestead, the fact that our children continue to attend Breck School may be construed as evidence that the Petitioner has significant resources available to him. When I approached the Petitioner in late summer to find out what arrangements needed to be made or had already been made to have our children continue to attend Breck School this coming school year, the Petitioner told me that he had talked with the school and had made arrangements to have them attend without any expense to us in the light of the amount of money we had given to the school in the past. However, the Petitioner subsequently advised me that, in light of the adverse publicity surrounding our family, the school had told him that full tuition would have to be paid for each of our children (approximately $50,000.00 for this academic year). While I have been advised that no payment has yet been made, I expect that the Petitioner anticipates the resources to make the tuition payments and understand that he has confirmed his intention to pay the children's full tuition bill in a letter he recently sent to the school.

21. The Petitioner certainly has paid significant funds to the numerous attorneys representing him on any number of fronts since the June 2009 filing of his bankruptcy petition – an additional indicator of availability of financial resources of significance to the Petitioner. I understand from public filings that the Petitioner is represented by the firm of Fredrikson & Bryon in his very complex bankruptcy proceeding and that he likely has other representation in that proceeding as well. Since June, I presume he has paid the firm of Moss & Barnett for representation in this proceeding and, separately, a significant retainer to William Skolnick, his new divorce attorney. I also understand the Petitioner has separately retained at least three criminal attorneys: Marsh Halberg, Joe Friedberg, and William Mohrman, to represent him in a

number of matters, including the pending federal grand jury proceedings. The Petitioner has told me within only the past few weeks that he was required to pay Mr. Friedberg a $250,000.00 retainer. I cannot imagine that he has paid any less than $100,000.00 (and likely much more) during the past three or four months for legal services and expects to pay much more in the coming months. Both the Petitioner and my mother's estranged husband Bill Prohosky have told me that he has brought his "team" of lawyers up to the Cross Lake home for several extensive weekend-long planning sessions – sessions I expect cost the Petitioner an extraordinary amount of money. The Petitioner has told me those sessions have included his dissolution attorney (who is presumably billing him on an hourly basis), various business lawyers (who I expect are also billing on an hourly basis) and criminal attorneys.

22. As the Court is aware, in August of this year, the Petitioner traveled to Hawaii. I understand from statements he made to me that he paid for the cost of first class round-trip tickets for himself, his live-in girlfriend Christi Rowan, our two children and her two children and also paid for everyone to stay in first-class accommodations at the Waikiki Outrigger resort. I understand the plane tickets were purchased in March of this year for around $13,000.00. I cannot image the cost of the Petitioner's accommodations (which, pursuant to the Court's Order authorizing the trip, required that Ms. Rowan stay in a separate room/suite) cost less than $10,000.00 to $15,000.00.

23. The Petitioner and Christi Rowan are residing in a home located on Northridge in Medina which the Petitioner has purportedly leased to her. It should be noted that the home is the one which, under the terms of our April 2003 postnuptial agreement, I am entitled to have the exclusive use and possession of as a form of child support in the event of a divorce. The Court should also note that, beginning in March of this year, the Petitioner poured a great deal of

money into renovating and furnishing the home; it is my understanding that at least $50,000.00 was spent in updating the home and putting it in a condition the Petitioner would consider "habitable" in light of his own standard of living. Each of our children has a newly furnished bedroom in the home; I believe Ms. Rowan's two children do as well. Since the Petitioner's bankruptcy proceeding was instituted, an expensive Rainbow jungle gym system was installed on the property and extensive funds have been spent maintaining the home, including routine payments made for pool maintenance and gardening services. It is worthy of note that, although the Petitioner has been aggressively trying to "homestead" our vacation property in Cross Lake in the bankruptcy proceeding, the bulk of his time is spent residing with Ms. Rowan in our Northridge home (the Petitioner has recently provided the Northridge address to Breck School to use in communicating with him about our children). Further, under the terms of the "lease" the Petitioner has entered into with Ms. Rowan relative to the Northridge property, she is to pay him $5,000.00 per month - a payment which I believe does not begin to cover the regular PITI expenses associated with the property, which we had been earlier advised by the Petitioner's former counsel runs between $8,000.00 and $10,000.00 per month. Even if it can be established that Ms. Rowan is making the $5,000.00 per month rent payment from her own resources (as opposed to resources provided her by the Petitioner), the Petitioner certainly expects to have the resources available to him to meet the shortfall between the aggregate costs associated with maintaining the property and the rent he receives from Ms. Rowan. So that the Court might have a frame of reference with respect to the Petitioner's and Ms. Rowan's efforts to maintain the Northridge property for their use in the bankruptcy proceeding, the Court will find attached hereto as **Exhibit D** a copy of Ms. Rowan's Memorandum of Law in response to the bankruptcy trustee's motion to terminate the lease that the Petitioner purportedly entered into with her.

Please note Ms. Rowan is represented in the bankruptcy proceeding by the Petitioner's divorce lawyer William Skolnick.

24. I ask the Court to also consider the fact that it appears that Christi Rowan's high standard of living established before the bankruptcy proceedings with the help of the Petitioner appears to have continued unabated subsequent to the filing of the Petitioner's bankruptcy. I ask the Court to consider the following:

- I have attached hereto as **Exhibit E** a copy of Ms. Rowan's 2008 Judgment and Decree in a Hennepin County dissolution proceeding, in which she represented to the Court that her gross income is only about $8,000.00 per month, that she has no assets, that she has significant unsecured debt and that she is not the recipient of any child support of significance from her former husband.

- I question whether Ms. Rowan has been in a position to generate any income of significance since June as she has attended virtually all of the Petitioner's extensive legal proceedings (including my own September 17, 2009 deposition), has been the one caring for our children during the Petitioner's parenting time and has traveled extensively with the Petitioner to Hawaii, Las Vegas, Aspen, Scottsdale and Cross Lake.

- Until approximately June of this year, when I understand Ms. Rowan moved into our Northridge home (a home in which we previously lived as a family), I believe she lived in a condominium in the former Whitney Hotel. From my efforts to obtain new housing, I am hard-pressed to believe that her rent expense would have been any less than $3,000.00 per month. I understand the bankruptcy trustee is investigating the matter of who, in fact, paid for Ms. Rowan's stay at the Whitney – the Petitioner or Ms. Rowan.

- Last fall, Ms. Rowan's daughter began attending Breck School; this year, she has two children enrolled in Breck. We have served discovery, for which we have yet to receive formal responses, inquiring as to the Petitioner's contributions, if any, to the cost of Breck tuition for Ms. Rowan's children.

- Ms. Rowan is driving a 2008 Range Rover which the Petitioner obtained for her at what I understand was a purchase price of $90,000.00. I have no idea whether the expenses for the car are paid by the Petitioner or Ms. Rowan.

- I have recently seen an insurance card which suggests that Ms. Rowan's Range Rover and a separate Range Rover driven by the Petitioner are insured on the same policy. I have no idea whether she is making the premium payments from her own resources or funds given to her by the Petitioner.

- Ms. Rowan has recently begun wearing a very large diamond engagement ring. I have been questioned by the bankruptcy trustee with respect to what I know about the ring, including its potential value. While I cannot represent to the Court what it is worth, I have seen the ring and I can confirm its substantial size and my expectation that it likely would have cost the Petitioner at least $50,000.00.

- In February of 2009, the Petitioner bought Ms. Rowan a $30,000.00 trained German shepherd from Harrison K-9.

- I have been told that, within the past week, the Petitioner took Ms. Rowan on an extensive shopping trip at Neiman Marcus. The trip would be consistent with the Petitioner's past practice of funding extensive shopping trips at Neiman Marcus for Ms. Rowan and other girlfriends.

- In April of this year, I learned that for a matter of months preceding our separation, the Petitioner had arranged and paid for separate accommodations for Ms. Rowan wherever our family might be traveling. By way of example, when our family was in Cabo San Lucas and Scottsdale this winter, Ms. Rowan was put up by the Petitioner at a nearby hotel so that he could spent time with her – arrangements I knew nothing about until I had the opportunity to review charge records. During this past Christmas vacation, the Petitioner spent over $11,000.00 for Ms. Rowan's stay at the St. Regis Hotel in Aspen, two blocks from our home where we were celebrating the Christmas holiday as a family.

25. I understand the Petitioner has recently represented to the Guardian ad Litem that he is providing our son Jake two separate $500.00 payments per month for a personal allowance – for a total of $1,000.00 per month. I personally am aware that the Petitioner spent approximately $2,500.00 for Jake's benefit during the course of a recent trip to Las Vegas.

26. I understand from communications I have received directly from the Petitioner that he and Ms. Rowan are out to dinner most nights, eating at places like Ike's, Manny's and Ruth Chris' Steakhouse.

27. The Petitioner very recently made arrangements for a $9,500.00 facelift as well as private post-op nursing. Although I understand that he may have chosen to not follow through with the procedure, I understand the commitment was made in late August, with the clear expectation that he had the resources necessary to cover the procedure. I found out about the

matter when, by mistake, I opened a letter from a plastic surgeon we share which I received in a packet addressed to me from TCF, which contained mail TCF had collected from our homestead on Hunter Drive after it took possession of the property. Because it was my expectation that TCF would have separated mail addressed to me and the Petitioner, and because it has been the Petitioner's past practice to have all of his personal mail sent to him at his business address, I did not look carefully at the name on the envelope from our plastic surgeon before opening it. A copy of the letter confirming the arrangements the Petitioner made is attached hereto as **Exhibit F**. It should be noted that the day of the Petitioner's surgery was the same day the Petitioner's attorney deposed me. Although I do not know the current status of the Petitioner's plans, I believe that the exhibit provides additional verification of the Petitioner's current expectations with respect to available cashflow and resources.

28. It is my understanding that on at least two occasions since June, the Petitioner has covered the lease expense of a private plane to fly between our vacation property in Cross Lake and the Twin Cities. I cannot begin to guess what the cost of the plane might have been nor am I able to confirm how many times the Petitioner actually used a private plane to travel, either between the Twin Cities and Cross Lake or the Twin Cities and some other destination since his bankruptcy petition was filed. I understand that the two pilots who likely flew the leased plane have been on the payroll of one of the companies held by the Petitioner as recently as thirty days ago.

29. I have no idea what the Petitioner's life insurance premium payments must be but understand that, according to a recent filing with the Bankruptcy Court, he is continuing to pay a great deal to maintain those polices. I understand that, when counsel for the parties appeared in Court on August 14, 2009, the Petitioner's attorney William Skolnick mentioned in Court that

the monthly expense to the Petitioner in maintaining existing insurance is in the neighborhood of $25,000.00.

RESPONDENT'S RESOURCES

30. The only payment I have received from the Petitioner since he filed bankruptcy was a $17,000.00 check which was made payable to him which he signed over to me for deposit into my account. The purpose of the payment was to cover past due bills owed on credit cards in my name which were used to cover family expenses. It is important for the Court to understand that, although I used the funds to pay off the debt I incurred to cover family expenses, I have been advised that the bankruptcy trustee could seek to force me to return the $17,000.00 payment as it was given to me in the form of a check made payable to the Petitioner.

31. From that point forward, the only resources I have had available to me to meet my needs and those of our children have been the cash and savings which I had at the time of our separation.

32. Because the Petitioner has taken the position in conversations between the two of us, through counsel and in various blogs that he has posted, that I have hundreds of thousands of dollars at my disposal, I believe it important that the Court understand the nature and extent of the resources which have been available to me and which remain available to me at this point in time.

33. The primary liquid resource which has been available to me has been cash which, over the course of a number of years, I have accumulated from various gifts of cash the Petitioner provided me, including his routine annual Christmas gift of between of $20,000.00 and $25,000.00. Because of the Petitioner's past practice of financially cutting me off by not only refusing to give me funds but by canceling my credit cards, years ago, I began to set aside

significant cash gifts in an emergency fund. Although it has not been my practice to keep a tight accounting of the cash I have accumulated and maintained over the years, the amount I have kept in my safe deposit box for a matter of years has consistently been between $250,000.00 and $300,000.00. It has never been a secret that I have kept this cash; it has been the topic of discussion in previous dissolution proceedings and is a practice well-known to associates and friends, as well as to the Petitioner.

34. On July 24, 2009, on the advice of counsel, I went to M&I Bank, where my safe deposit box was located, accompanied by Howard Kaminsky, a forensic accountant with the firm of CBIZ, to witness the opening of my box and to confirm the amount of cash then in the box, so that there would be no misunderstanding with respect to the nature and extent of my cash. I anticipated I would need to account to both the Family Court and to the Bankruptcy Court for its existence. Mr. Kaminsky was present when the box was opened and can separately confirm that, upon counting the cash, he determined that there was $276,000.00 in the box. The box also contained jewelry which had been given to me over the course of a number of years and which, pursuant to our April 2003 postnuptial agreement, is to be granted to me in the event of a divorce. I took $76,000.00 out of the box to pay attorney's fees and to provide me with a financial cushion, leaving $200,000.00 in the box at M&I. I took the $76,000.00 with me to cover attorney's fees and miscellaneous expenses. It should be noted that I changed boxes on that date. The previous box had been held jointly with my mother in the event of an emergency; however, as my mother is estranged from her husband of a year and a half, who has recently chosen to ally himself with the Petitioner, I determined it best that my mother be removed as a co-signer on the box. The following is a description of the manner in which I have spent the $76,000.00 I obtained on July 24, 2009 from my safe deposit box:

- I paid my dissolution attorney $24,950.00 both to bring my account current and to provide security for the attorney's fees which I expected would be incurred in the coming months. It should be noted that, in light of the balance I owed to my attorney at the time I gave her the $24,950.00 (approximately $7,000.00), as well as the work performed in the months of July and August, the retainer payment was fully depleted in August. I anticipate that, by the end of September, I will owe my dissolution attorney an additional $10,000.00 to $15,000.00.

- $5,000.00 was paid to Chip Lohmiller, the caretaker at the Cross Lake property. I made the payment on behalf of the Petitioner at his request. Although the Petitioner promised to pay me back the $5,000.00 I paid to Mr. Lohmiller, I have not received any reimbursement payment from the Petitioner.

- $5,990.00 was paid for the deposit on the home I just leased.

- I paid an additional $5,990.00 for rent for the months of September and October.

- I paid about $6,000.00 to cover the cost of my move from our home on Hunter Drive as well as storage fees.

- I paid four months' worth of charges for my cell phone for a total payment of approximately $1,200.00.

- I paid four months' worth of health insurance coverage for myself and our children (approximately $2,520.00).

- I paid approximately $2,800.00 in order to cover four months' worth of my car payments.

- I paid approximately $1,500.00 in gasoline expense for the months of July, August and September.

- I paid approximately $1,200.00 against my credit card balances.

- Approximately $6,000.00 has been used to cover food, household supplies, miscellaneous child-related expenses, entertainment, and the like for the past three months.

- I have spent approximately $1,500.00 in clothes for myself and our two children.

- Of the $11,700.00 left, $1,500.00 will be paid by me to cover the attorney's fees my mother will need to incur when she is deposed by the Petitioner's attorney.

- I am having to pay an additional $1,500.00 for a retainer to a criminal lawyer.

Notwithstanding the fact that it appears that I will have about $8,000.00 to $9,000.00 left after the above-referenced payments are considered, it should be noted that I owe both my dissolution attorney and my bankruptcy attorney money at this point in time in an aggregate amount which exceeds the funds I have on hand.

35. In addition to the above-referenced cash, I maintain an account at TCF which I opened in the latter part of 2008 through a deposit of approximately $41,700.00, which came from a separate Wells Fargo checking account in which I then had a balance of $10,600.00 and a separate Wells Fargo savings account in which I had a balance of approximately $31,000.00. I moved the funds from Wells Fargo to TCF at the suggestion of the Petitioner as he was then having financial difficulties with Wells Fargo. A general accounting of transactions in and out of my TCF account is part of my separate Rule 11 submissions.

36. I have included in separate Rule 11 proceedings copies of statements for my Wells Fargo accounts for the reporting period in which the accounts were closed. I have also included copies of my TCF account statements from October 2008, the month in which I opened the account, to the present.

37. On July 24, 2009, the only liquid resource I had available to me (beyond the $200,000.00 I retained in my M&I safe deposit box) was the $76,000.00 in cash I removed from the box as my TCF bank account held a nominal balance.

38. As I anticipate it entirely likely that some question will be raised by the Petitioner with respect to the circumstances under which I have accessed my safe deposit box within the past year, I ask the Court to consider the following:

- The box was opened on November 25, 2008, approximately one month after I closed down a box I had earlier used at Wells Fargo. I had closed down the box and removed its contents out of a concern, which was based upon information I obtained from the Petitioner that some sort of lien might be placed upon the box

and its contents by Wells Fargo because of conflict between the Petitioner and the bank.

- I next accessed the box on December 18, 2008 in order to obtain jewelry to take with me to Aspen, where our family was to spend the Christmas holiday.

- I next went to the box on January 9, 2009 to return the jewelry I had taken for the holiday, consistent with my standard practice.

- I next went to the box on February 23, 2009 for the purposes more fully detailed in the following paragraph.

- The next time I went to the box was on March 19, 2009 in order to obtain passports for our spring break trip to Cabo San Lucas.

- The next time I accessed the box was on July 24, 2009 when, accompanied by Howard Kaminsky, we opened the box to inventory its contents and to count the cash in it.

- I have not accessed the box since July 24, 2009.

39. I anticipate the Petitioner may argue that, in addition to the resources discussed above, I have had the benefit of $105,000.00 which the Petitioner claims to have had in his car at the time of his DUI in December 2008. I do not have the funds and, in fact, never have. So that the Court might have sense of the chronology surrounding the funds, the existence of which has been reported in the media, I am able to certify the following:

- I happened upon the accident scene on my return home from the Petitioner's office. I had driven to the Petitioner's office when, contrary to his standard routine, the Petitioner failed to respond to calls and texts I had placed to him.

- By the time I arrived at the scene, the Petitioner had already been taken to North Memorial Hospital by ambulance. Although police were on the scene, no one was guarding his vehicle.

- One of the attending officers told me that there were a number of items in the Petitioner's car. I was specifically invited by the officer to go to the vehicle and empty it of the Petitioner's belongings.

- Under the supervision of more than one police officer, I went to the Petitioner's vehicle, opened it up and collected everything I could see. The items in the car which I gathered up and took with me under the eyes of the police officers

included two phones, a Blackberry, a small computer case, a large duffel bag and some loose cash which had clearly fallen out of the type of envelope one is given by a bank when a check is cashed. Although I did not stop to count the cash, which was visible to anybody looking at the car, I guessed there to have been in the realm of $5,000.00 to $10,000.00; the loose cash was all in $100.00 bills. I did not bother to inspect the contents of either the computer case or the duffel bag. I was not asked by the police to show anyone the contents of either bag nor was I asked to account to anyone for what I took.

- The police saw me not only empty the car but load all of the items into my own car and drive off.

- I proceeded immediately to North Memorial Hospital to find the Petitioner in the emergency room. The Petitioner said nothing to me about the contents of the vehicle or either bag.

- The next day, I took the items which had been in the Petitioner's car out of my own, put them in our house and gave the matter no further thought. I cannot honestly say where I put either the duffel bag or the computer case at that point in time. I stuffed the loose cash from the car into the duffle bag without inspecting the contents of the bag.

- A couple of days later, while the Petitioner was still at North Memorial Hospital, he mentioned for the first time the fact that there had been cash in the car. He did not tell me how much cash he had in the car nor did he tell me that there was any cash in either the computer case or the duffel bag. I presumed at that time he was simply referencing the loose $100.00 bills which had been visible to me, the police, the media and anyone else who happened upon the crash site.

- The first inkling I had that there was any cash in the car other than the cash that I (and everyone else) saw came when I overheard a conversation the Petitioner was having with his assistant Molly Kaplan following his release from the hospital. In that telephone conversation, I heard him tell Ms. Kaplan that I had "stolen" $160,000.00 that he had had in the vehicle at the time of his accident. Because the Petitioner's conversation with Ms. Kaplan was conducted on a speakerphone from our home (consistent with standard practice), I heard Ms. Kaplan respond by saying he had only $105,000.00 at the time.

- I immediately called Ms. Kaplan back to find out about the money, as I had never heard that there was any substantial amount of money in the car. Ms. Kaplan proceeded to tell me that she had packaged up a number of courier envelopes (I do not recall if they were FedEx, UPS or DHL), each of which contained $5,000.00 in cash and had put them in the computer case that I had removed from the car. I had no idea that the computer case contained any cash until my telephone conversation with Ms. Kaplan – a fact I believe she would confirm if asked.

- I then located the computer case and hid it in our home to ensure its protection. I did not inspect its contents.

- The Petitioner subsequently asked me for the case. Because of the high degree of acrimony between the two of us at that point in time, and because of my concern that, once again, I would be cut off by the Petitioner, I told him that I was not willing to return the case to him at that point in time.

- We continued to go back and forth about the case for a matter of several days; at one point, the Petitioner offered to give me half of the cash if I would return the other half to him.

- Before we left for our Christmas holiday, I checked the hiding place; the computer case was still intact. I did not unzip the case to see whether or not the envelopes were still in the case. It should be noted at no point did I ever open any of the envelopes to confirm that they contained the cash Ms. Kaplan had described to me.

- I did not check on the computer case again until the end of February, when I went to retrieve the case with the intention of handing the case over to the Petitioner as there had been a sharp acceleration in our financial problems. At that point, I discovered the case was no longer where I had hidden it.

- I immediately called the Petitioner on the phone and asked him why he had not told me he had taken the case. He denied having taken it but, to my surprise, expressed no particular concern about its absence. I took his lack of concern to mean that, in fact, he knew where the case was.

- When he came home several hours later, he asked me to show him where I had hidden the case. Although I fully expected at that point that he knew where I had put it, I showed him. He then spent a significant amount of energy pushing me to conclude that I must have unknowingly moved it and no longer remembered where I had put it. While I did not believe that I had done so, I humored him by tearing the house apart trying to find the case.

- The next day, February 23, 2009, the Petitioner suggested that I go to my safe deposit box to see if I put it there. Although I was absolutely confident that I had not removed the case from its hiding place (or from the house for that matter), and certainly would have remembered taking it to my safe deposit box, in order to humor the Petitioner, I went to the bank and accessed my safe deposit box. Of course, neither the computer case nor the multiple courier envelopes were in the box.

- The Petitioner then suggested that our household staff might have taken it. We had a meeting with the staff; everyone denied having any knowledge of the whereabouts of the case or the cash.

- The following day, my household staff and I searched the house for the case, for the primary purpose of satisfying the Petitioner that I had done all I could to address the matter. It is important that the Court note that throughout this process I continued to believe that that Petitioner was the one who, indeed, had taken the case.

- Several weeks later, the Petitioner left me a note, along with $5,000.00. A copy of the note, which says "here's $5K. I have stolen the $100K ..." is attached hereto as **Exhibit G**. The note also references pills and $1,500.00; in the note, the Petitioner appears to admit that he took pills but not $1,500.00. The reference is to money which had been in my wallet only a few hours earlier and which had gone missing. I believe the reference to "$100K" was intended as a reference to the $105,000.00 which I was told by Ms. Kaplan was in the computer case at the time of the accident.

- I heard nothing further from the Petitioner, either directly or through counsel, with respect to the $105,000.00 until, in September 2009, the Petitioner submitted an amended schedule in the bankruptcy proceeding in which he represented for the first time that he gave me $100,000.00 cash on December 3, 2008. No explanation with respect to the circumstances under which the funds were allegedly transferred to me is included in the schedule.

40. I categorically deny ever actually seeing the referenced cash, having removed any of the contents of the computer case from the case, having opened any of the courier envelopes, or of having ever used any of the referenced cash for my own purposes. Although I continue to believe that the Petitioner took control of the money, I have no information about its whereabouts beyond that detailed above.

41. It should be noted that I was not at all shocked when I learned that the Petitioner had been carrying over $100,000.00 in cash at the time of his accident, as the Petitioner has routinely carried large amounts of cash. It has also been the Petitioner's practice over the years to periodically accuse me of "stealing" cash from his vehicles. In the summer of 2008, the Petitioner accused me of stealing $60,000.00 from a Jaguar parked outside our home – an

accusation met with my attorney's suggestion that the Petitioner call the police. Curiously, nothing more was said about the matter.

42. At this point in time, I have no resources available to me but the jewelry in my safe deposit box, the $200,000.00 in my safe deposit box and the cash in my personal possession described above. The Petitioner and his counsel have suggested that the cash I am holding should be more than sufficient to meet my needs. I ask the Court to consider that the money is likely all that will be available to me to meet emergencies or to cover any shortfall between my monthly expenses and familial support the Petitioner will hopefully pay in the future. The money is clearly insufficient to meet my household needs for any significant period of time and should not be the resource first looked to to cover my household expenses.

RESPONDENT'S EXPENSES

43. The Court will find attached hereto as **Exhibit H** a preliminary budget I have prepared which sets forth my best current estimate of those expenses I anticipate I will incur in the coming months in the home I have just rented.

POSTNUPTIAL AGREEMENT

45. A copy of the postnuptial agreement we entered into in April of 2003 is included in my Rule 11 submissions. I ask the Court to note particularly that component of the postnuptial agreement which requires the Petitioner to pay $7,500.00 to me in temporary maintenance pending receipt by me of the first installment of the settlement payment I am entitled to receive pursuant to the terms of that agreement.

46. In light of the terms of the postnuptial agreement, and for the reasons more fully detailed in my Amended Petition for Dissolution of Marriage, and in light of the resources which have clearly been available to the Petitioner since early June to maintain his own high standard of living and, finally, in light of my monthly expenses (which are significantly lower than the standard of living we enjoyed prior to our separation), I believe temporary spousal maintenance should be set at a rate no less than $7,500.00 per month.

LIFE INSURANCE

47. In my motion, I am asking for an order confirming the Petitioner's obligation to maintain all life insurance in effect at the time of the commencement of these proceedings for which either I or our children are identified as beneficiary. My request is based upon an email I received from the Petitioner in August in which he told me that he was changing beneficiary designations on existing life insurance. A copy of the Petitioner's August 2, 2009 email to me on this point, as well as Ms. Rowan's email to our insurance agent on the topic, is attached hereto as **Exhibit I**.

MISCELLANEOUS OBSERVATIONS

48. In light of several comments made by the Petitioner and/or his attorney over the course of the past few weeks, I believe there are several points the Court should consider in its deliberations on the issues I have raised:

- I anticipate the Petitioner will argue that I have spent an extraordinary amount of money traveling between the Twin Cities and Scottsdale. In fact, since early June, I have traveled twice to Scottsdale with our children (June 10th – 16th and July 1st – 13th) and have taken four separate smaller trips without the children (July 17th – 20th, July 30th – August 7th, August 13th – 17th and September 9th – 13th). For each of the four trips I have taken alone, I have flown coach and paid no more than $300.00 for each round-trip ticket.

- I resided in our estate on Hunter Drive in Medina until the end of August. Because of the lack of financial support I was provided by the Petitioner, I was unable to pay for the following expenses, which were routinely covered in maintaining the extensive property (which is more fully described in the affidavit I submitted to the Court last summer):

    - I was unable to cover the cost of opening the outdoor pool.

    - I was unable to cover the cost of maintaining the indoor pool.

    - I was unable to cover the cost of the aquarium service for our freshwater aquarium; all the fish died.

    - I was unable to cover the cost of any yard maintenance throughout the entire summer.

    - I was unable to maintain the clay tennis court.

    - I was unable to pay for any household help and, as a consequence, I was solely responsible myself for keeping our 26,000 square foot home clean and in reasonable order.

    - The cable service was cut off on more than one occasion this summer due to nonpayment; I brought the bill current from my own funds in order to reinstate service.

    - The gas was turned off to the home this summer; I had to pay the past due account in order to reinstate gas service.

- I also anticipate the Petitioner and/or his attorney will claim that the Petitioner spent in excess of $1,000,000.00 for the jewelry I am holding in my safe deposit box. Aside from any dispute which may exist over what jewelry purchased by the Petitioner was given to me or someone else, I doubt that I could get more than one-third of what the Petitioner claims to have spent on my jewelry in today's economy. I also understand that the only way I could get as much as one-third of the claimed retail value would be to sell the jewelry in lots in a larger market such as Chicago or New York. I cannot look to my jewelry as an available resource I can readily use to cover my current living expenses.

FURTHER, YOUR AFFIANT SAYETH NAUGHT.

Tamitha D. Hecker

Subscribed and sworn to before me
this 28th day of September, 2009.

BECKY TOEVS ROONEY
Notary Public-Minnesota
My Commission Expires Jan 31, 2010

Notary Public