

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

ALEXANDER R. BISCHOFF, as Personal,
Representative of the Estate of Marie Fincken
Gonzalez,

CASE NO.: 2025-020070-CA-01

Plaintiff,

vs.

KEVIN McCARTHY, DIANA McCARTHY,
CASEY McCARTHY, IDASELMA
HERNANDEZ-CAMACHO, MADISON
AVENUE SECURITIES, LLC, HILDA
MARIACA, HUMBERTO GONZALEZ, ISEL
GONZALEZ, and HAYDEE GONZALEZ,

Defendants.

SECOND AMENDED COMPLAINT

Plaintiff, **ALEXANDER R. BISCHOFF, as Personal Representative of the Estate of Marie Fincken Gonzalez** (the “Plaintiff” and/or the “Estate”), by and through undersigned counsel, hereby sues Defendants, **KEVIN MCCARTHY** (“McCarthy”), **DIANA MCCARTHY** (“Diana”), **CASEY A. MCCARTHY** (“Casey”), **IDASELMA HERNANDEZ-CAMACHO** (“Hernandez”), **MADISON AVENUE SECURITIES, LLC** (“Madison Avenue”), **HILDA MARIACA, HUMBERTO GONZALEZ, ISEL GONZALEZ, and HAYDEE GONZALEZ** (collectively referred to as “Defendants”), and alleges as follows:

JURISDICTION, PARTIES, VENUE

1. Plaintiff, Alexander R. Bischoff, as Personal Representative of the Estate of Marie Fincken Gonzalez, is an individual residing in Germany.
2. Plaintiff was appointed as Personal Representative of the Estate of Marie Fincken

Gonzalez (the “Estate”) on October 18, 2024.

3. Defendant Kevin McCarthy is an individual residing in Miami-Dade County, Florida.

4. Defendant Diana McCarthy is an individual residing in Miami-Dade County, Florida.

5. Defendant Casey A. McCarthy is an individual residing in Miami-Dade County, Florida.

6. Defendant Idaselma Hernandez-Camacho is an individual residing in Miami-Dade County, Florida.

7. Defendant Madison Avenue Securities, LLC is a foreign limited liability company formed in Delaware, with a principal place of business in California, and members located in Kansas. Madison Avenue is a securities broker-dealer and/or financial services firm doing business the State of Florida, including Miami Dade County, Florida.

8. Defendant Hilda Mariaca is an individual residing in New York.

9. Defendant Humberto Gonzalez is in individual residing in Orlando, Florida.

10. Defendant Isel Gonzalez is an individual residing in Rhode Island.

11. Defendant Haydee Gonzalez is an individual residing in Miami, Florida.

12. Pursuant to Section §64.022, Florida Statutes, venue is proper in Miami-Dade County, Florida because the Defendants are located and/or doing business in Miami-Dade County, Florida, and the action alleged herein took place in Miami-Dade County, Florida.

13. All conditions precedent to filing this lawsuit have been satisfied or waived.

GENERAL ALLEGATIONS

14. This action arises from a years-long scheme to financially exploit, defraud, and misappropriate the assets of Marie Fincken Gonzalez and her husband, Homero Gonzalez (“Homero”), both elderly and cognitively impaired vulnerable adults.

15. This action arises out of a relationship between the Defendant, Kevin McCarthy, and the decedent, Marie Ficken Gonzalez (the “Decedent” and/or “Marie”), in which Kevin McCarthy was acting as a financial advisor to the Decedent and her husband, Homero Gonzalez (“Homero”).

16. At all times material, McCarthy acted as a representative of Madison Avenue.

17. Beginning as early as 2016, McCarthy cultivated a relationship of trust and confidence with Marie and Homero as their financial advisor.

18. McCarthy used that relationship to gain access to Marie and Homero’s bank accounts, annuity contracts, passwords, email accounts, financial records, and personal information.

19. McCarthy exercised substantial control over Marie and Homero’s finances, including incoming and outgoing funds, online access credentials, investment products, annuity products, and banking activity.

20. McCarthy maintained and controlled an email account used for Marie and Homero’s financial matters, namely bremeng.gonzalez660@gmail.com, and designated his own contact information as recovery information for the account.

21. McCarthy also maintained access to tax preparation software and online banking credentials belonging to Marie and Homero.

22. In 2016, when Homero, then 80 years old, opened a fixed annuity account with Allianz Life Insurance Company, with an initial policy value of \$218,000.00, owned jointly with his wife, Marie.

23. At the time of application of the foregoing policy, Homero Gonzalez reported that the joint net worth of him and his wife was \$2 million, excluding their homestead property.

24. Approximately two years later, in or around October 2018, the Florida Department of Children and Families conducted an Adult-In Home Check concerning Marie and Homero.

25. During the Adult-In Home Check, it was determined that both Marie and Homero suffered from dementia and were incapable of independently managing their daily affairs.

26. In connection with this investigation, McCarthy claimed to hold power of attorney over Homero and Marie's finances, and that he was responsible for paying the private caretakers.

27. In 2018, Defendant, Idaselma Hernandez-Camacho, served as Marie and Homero's primary caregiver.

28. Hernandez was encouraged and directed by McCarthy to forge signatures, sign checks, impersonate Marie and Homero, intercept mail, access financial records, and falsely represent herself as Marie's legal representative and/or granddaughter.

29. Hernandez admitted during a recorded interview that she signed documents and checks on behalf of Homero because he was incapable of signing for himself. Hernandez further admitted that she made financial and personal decisions for Marie because Marie was mentally incapacitated.

30. By 2019, Marie had suffered repeated episodes of sepsis, acute kidney failure, severe dehydration, dysphagia, peripheral arterial disease, pressure ulcers, hypertension,

hyperlipidemia, and other serious medical conditions.

31. Marie ultimately became bedridden, dependent on others for all activities of daily living, and underwent amputation of her right leg after life-threatening sepsis.

32. Homero likewise suffered from dementia, cognitive impairment, and severe physical deterioration beginning no later than 2018.

33. Beginning in or around 2018, large sums of money were withdrawn from Marie and Homero's financial accounts.

34. Around the same time, from January 2018 to 2019, two annuity contracts, one with American General Life and the other with F&G Life Insurance were terminated and \$156,000.00 was wrongfully withdrawn by McCarthy.

35. Between January 2018 and June 2024, more than \$1.67 million was withdrawn from Marie and Homero's accounts without valid legal authority.

36. Between 2018 and 2020 alone, approximately \$968,980.00 disappeared from the parties' joint Bank of America accounts.

37. Between 2020 and June 2024, an additional approximately \$707,308.00 was withdrawn from Marie's accounts.

38. Monthly withdrawals from Marie's accounts frequently ranged between \$15,000.00 and \$30,000.00.

39. Between 2018 and 2024, approximately \$655,000.00 was transferred from Marie's accounts to Hernandez.

40. In addition, McCarthy allowed Hernandez to use Marie and Homero's credit cards for her own personal benefit, racking up \$133,000.00 in debit and had Hernandez sign legal forms

on Homero and Marie's behalf making unauthorized medical and financial decisions for them.

41. McCarthy also caused approximately \$71,625.00 to be paid to Diana McCarthy from Marie and Homero's accounts.

42. In February 2019, a company by the name of Clicksavings100.com, owned by Casey McCarthy, the daughter of Kevin McCarthy, received three (3) checks totaling \$283,000.00 that had been forged with Homero's signature.

43. In January and February 2019, Marie was further confirmed to be incapacitated due to a diagnosis of dementia and encephalopathy.

44. Between February 2018 and December 2019, approximately \$408,999.02 in annuity contracts held through F&G Life Insurance Company and American General Life Insurance Company were liquidated and deposited into Bank of America accounts controlled by McCarthy and/or Hernandez. Those funds were rapidly dissipated through unauthorized withdrawals, transfers, forged checks, Zelle payments, and payments to entities and individuals associated with McCarthy.

45. Homero ultimately died on October 7, 2020.

46. Despite Homero's death, Defendants failed to timely report his death to numerous financial institutions and continued using his bank accounts, credit cards, and financial accounts for years thereafter.

47. Homero's credit cards remained active and were used after his death for the benefit of Hernandez and others.

48. Following Homero's death, Marie—then approximately ninety-five years old and suffering from severe dementia and encephalopathy—purportedly opened or became owner of multiple annuity products and investment accounts.

49. In October 2020 and January 2021, two Axos annuity accounts were opened and/or transferred into Marie's name. At the time of the transactions, Marie lacked legal capacity to knowingly execute account documents, beneficiary designations, or financial instructions.

50. McCarthy exercised control over the Axos accounts and directed beneficiary designations in favor of Homero's relatives, Hilda Mariaca, Humberto Gonzalez, Isel Gonzalez, and Haydee Gonzalez. False beneficiary designations were created identifying Homero's relatives as Marie's siblings, niece, or blood relatives. Yet, Homero's relatives were not lawful intestate heirs of Marie under Florida law.

51. Marie then died on June 4, 2024. Marie's family was not informed of Marie's death until August 2024.

52. Following Marie's death, Homero's relatives obtained Marie's death certificate through false representations that they were blood relatives or legally authorized persons.

53. Hernandez falsely represented herself as Marie's legal representative to facilitate the procurement of death certificates and closure of accounts.

54. There was never a court-appointed guardian or lawful power of attorney authorizing Hernandez or McCarthy to act on Marie's behalf.

55. As a direct result of the fraudulent beneficiary designations and wrongful conduct described herein, approximately \$282,447.73 was distributed to individuals who were not lawful heirs of Marie.

56. The Defendants' fraudulent actions resulted in \$2 million being wrongfully taken from Marie.

57. Madison Avenue failed to supervise McCarthy despite numerous red flags, including prior FINRA complaints, customer disputes, bankruptcy proceedings, and McCarthy's handling of elderly clients.

58. Publicly available FINRA and SEC records reflected prior customer complaints and settlements involving McCarthy before the conduct alleged herein.

59. Madison Avenue knew or should have known that McCarthy was engaged in the sale and servicing of annuity products and financial products to elderly and vulnerable individuals.

60. Madison Avenue knew or should have known that McCarthy was exercising substantial control over the finances of elderly clients.

61. Despite these warning signs, Madison Avenue failed to adequately supervise, monitor, investigate, or prevent McCarthy's misconduct.

62. Plaintiff has retained the undersigned counsel to represent him in this action and has agreed to pay undersigned counsel a reasonable fee for doing so.

COUNT I – ELDER ABUSE

(Violation of the Florida Adult Protective Services Act – Florida Statute § 415.101 et seq.)

63. Plaintiff incorporates by reference paragraphs one (1) through sixty-two (62) as if fully set forth herein.

64. This is an action for elder abuse in violation of the Florida Adult Protective Services Act against McCarthy and Hernandez.

65. § 415.1111, Florida Statutes, provides that:

415.1111 Civil actions. A vulnerable adult who has been abused, neglected, or exploited as specified in this chapter has a cause of action against any perpetrator and may recover actual and punitive damages for such abuse, neglect, or exploitation. The action may be brought by the vulnerable adult, or that person’s guardian, by a person or organization acting on behalf of the vulnerable adult with the consent of that person or that person’s guardian, or by the personal representative of the estate of a deceased victim without regard to whether the cause of death resulted from the abuse, neglect, or exploitation. The action may be brought in any court of competent jurisdiction to enforce such action and to recover actual and punitive damages for any deprivation of or infringement on the rights of a vulnerable adult. A party who prevails in any such action may be entitled to recover reasonable attorney’s fees, costs of the action, and damages. The remedies provided in this section are in addition to and cumulative with other legal and administrative remedies available to a vulnerable adult ...

66. Pursuant to § 415.102(28), Florida Statutes, a “vulnerable adult” is defined as:

“Vulnerable adult” means a person 18 years of age or older whose ability to perform the normal activities of daily living or to provide for his or her own care or protection is impaired due to a mental, emotional, sensory, long-term physical, or developmental disability or dysfunction, or brain damage, or the infirmities of aging.

67. Pursuant to § 415.102(8)(a), Florida Statutes, “exploitation” is defined as:

(8)(a) “Exploitation” means a person who:

1. Stands in a position of trust and confidence with a vulnerable adult and knowingly, by deception or intimidation, obtains or uses, or endeavors to obtain or use, a vulnerable adult’s funds, assets, or property with the intent to temporarily or permanently deprive a vulnerable adult of the use, benefit, or possession of the funds, assets, or property for the benefit of someone other than the vulnerable adult; or
2. Knows or should know that the vulnerable adult lacks the capacity to consent, and obtains or uses, or endeavors to obtain or use, the vulnerable adult’s funds, assets, or property with the intent to temporarily or permanently deprive the vulnerable adult of the use, benefit, or possession of the funds, assets, or property for the benefit of someone other than the vulnerable adult.

(b) “Exploitation” may include, but is not limited to:

1. Breaches of fiduciary relationships, such as the misuse of a power of attorney or the abuse of guardianship duties, resulting in the unauthorized appropriation, sale, or transfer of property;

2. Unauthorized taking of personal assets;

...

4. Intentional or negligent failure to effectively use a vulnerable adult's income and assets for the necessities required for that person's support and maintenance.

68. At all material times, Marie was a vulnerable adult over age 18, whose ability to perform the normal activities of daily living or to provide for her own care or protection was impaired due to dementia, encephalopathy, and the infirmities of aging.

69. Both McCarthy, as a trusted financial advisor with sole discretion and control over Marie's financial accounts, and Hernandez, as the primary caretaker, stood in positions of trust and confidence with Marie.

70. Both McCarthy and Hernandez knew that Marie lacked the capacity and consent, yet McCarthy and Hernandez obtained and used Marie's funds, assets, and property with the intent to permanently deprive Marie of the use, benefit, and possession of the funds, assets, and property.

71. Marie, and therefore the Estate, has been damaged by McCarthy and Hernandez's wrongful conduct.

WHEREFORE, Plaintiff, **ALEXANDER R. BISCHOFF**, as **Personal Representative of the Estate of Marie Fincken Gonzalez**, respectfully demands judgment in his favor and against the Defendants, **KEVIN MCCARTHY and IDASELMA HERNANDEZ-CAMACHO**, for compensatory damages for the financial exploitation of Marie Fincken Gonzalez, plus prejudgment interest, attorney's fees, and costs, together with such other relief as this Court deems just and proper.

COUNT II - FRAUD

72. Plaintiff incorporates by reference paragraphs one (1) through sixty-two (62) as if

fully set forth herein.

73. This is an action for fraud against McCarthy, Diana, Casey, and Hernandez.

74. At all material times, McCarthy and Hernandez occupied confidential, fiduciary, and/or trust relationships with Marie.

75. Marie reposed trust and confidence in McCarthy as her financial advisor and in Hernandez as her caregiver and daily caretaker.

76. Due to Marie's advanced age, dementia, cognitive impairment, encephalopathy, severe medical condition, and dependence on Defendants, Marie was particularly susceptible to undue influence, manipulation, and exploitation.

77. McCarthy and Hernandez abused their confidential and fiduciary relationships with Marie to obtain access to her accounts, finances, personal information, annuity contracts, and assets.

78. McCarthy and Hernandez used their positions of trust to procure unauthorized transfers, beneficiary designations, withdrawals, payments, and financial benefits for themselves and others.

79. McCarthy engaged in fraudulent conduct as identified above, including but not limited to, posing as the power of attorney for Marie, making unauthorized withdrawals and payments from Marie's financial accounts, opening unauthorized financial accounts in Marie's name with fraudulent beneficiary designations, and filing unauthorized tax returns with the IRS on behalf of Marie.

80. McCarthy acted made representations to Marie throughout the years while acting as her sole financial advisor that his actions were in her best interest.

81. McCarthy knew that these statements and actions were false and fraudulent when made as McCarthy converted over \$1.67 million from Marie's financial accounts to McCarthy, his family, and/or Hernandez for their own personal benefit.

82. Marie justifiably relied on McCarthy's statements and actions, as McCarthy was in a fiduciary relationship with Marie as her financial advisor and abused this relationship to gain access and control over Marie's funds, assets, and property.

83. Diana and Casey engaged in fraudulent conduct by having McCarthy make unauthorized withdrawals from Marie's financial accounts to them.

84. Hernandez also engaged in fraudulent conduct as identified above, including but not limited to, posing as Marie's legal representative and blood relative, forging checks in Marie's name, accessing and using funds from Marie's bank accounts without authorization for her own personal benefit, forging legal documents, and using Marie's credit cards without authorization.

85. Hernandez falsely represented that her actions were in Marie's best interest. However, in reality, Hernandez used her position of trust and confidence to obtain approximately \$655,000.00 and spend approximately \$133,000.00 using Marie's credit cards.

86. Marie justifiably relied on Hernandez's statements and actions, as Hernandez was in a confidential and/or fiduciary relationship with Marie as her private caretaker.

87. Hernandez knew that these statements and actions were false and fraudulent when made.

88. Marie, and therefore the Estate, has been damaged by the wrongful conduct of McCarthy and Hernandez.

WHEREFORE, Plaintiff, ALEXANDER R. BISCHOFF, as Personal Representative

of the Estate of Marie Fincken Gonzalez, respectfully demands judgment in his favor and against the Defendants, **KEVIN MCCARTHY, IDASELMA HERNANDEZ-CAMACHO, CASEY MCCARTHY**, and **DIANA MCCARTHY** for compensatory damages, plus prejudgment interest, special damages of attorney's fees, and costs, together with such other relief as this Court deems just and proper.

COUNT III – BREACH OF FIDUCIARY DUTY

89. Plaintiff incorporates by reference paragraphs one (1) through sixty-two (62) as if fully set forth herein.

90. This is an action for breach of fiduciary duty against McCarthy.

91. As financial advisor for Marie, McCarthy stood in a fiduciary relationship with Marie.

92. As such, McCarthy owed Marie a duty of care, loyalty and good faith.

93. McCarthy breached these duties by committing self-dealing and using Marie's funds, assets, and property for his own personal benefit and gain.

94. As a result of the breach of these duties, Marie, and therefore the Estate, has been damaged.

WHEREFORE, Plaintiff, **ALEXANDER R. BISCHOFF**, as **Personal Representative of the Estate of Marie Fincken Gonzalez**, respectfully demands judgment in his favor and against the Defendant, **KEVIN MCCARTHY**, for damages, plus prejudgment interest, special damages of attorney's fees, and costs, together with such other relief as this Court deems just and proper.

COUNT IV – UNJUST ENRICHMENT

95. Plaintiff incorporates by reference paragraphs one (1) through sixty-two (62) as if fully set forth herein.

96. This is an action for unjust enrichment against Diana and Casey.

97. Marie conferred a benefit upon Diana in the form of McCarthy’s unauthorized payments from Marie’s financial accounts to Diana, totaling \$71,625.00.

98. Marie conferred a benefit upon Casey in the form of McCarthy’s unauthorized payments from Marie’s financial accounts to Casey’s company, Clicksavings100.com, totaling \$283,000.00.

99. Diana and Casey knew that they received payments from Marie’s financial accounts.

100. Diana and Casey accepted and retained these payments.

101. The circumstances are such that it would be inequitable for Casey and Diana to retain these payments.

WHEREFORE, Plaintiff, **ALEXANDER R. BISCHOFF, as Personal Representative of the Estate of Marie Fincken Gonzalez**, respectfully demands judgment in his favor and against the Defendants, **CASEY MCCARTHY and DIANA MCCARTHY**, for compensatory damages, plus prejudgment interest, special damages of attorney’s fees, and costs, together with such other relief as this Court deems just and proper.

COUNT V – CONSPIRACY

102. Plaintiff incorporates by reference paragraphs one (1) through sixty-two (62) as if fully set forth herein.

103. This is an action for conspiracy against McCarthy, Diana, and Casey.

104. McCarthy, Diana, and Casey agreed to and conspired with each other to defraud Marie and Homero out of their money.

105. In furtherance of the conspiracy, McCarthy acted as Marie and Homero's financial advisor, taking control of Marie and Homero's financial accounts.

106. McCarthy made unauthorized payments to his daughter, Casey, through her company, Clicksavings100.com, and to his wife, Diana.

107. Diana and Casey had full knowledge that there was no reason that Marie and Homero would send them money and knew that these payments were as a result of McCarthy's unauthorized payments.

108. Diana and Casey continuously accepted these payments.

109. McCarthy, Diana, and Casey acted in concert with each other to unjustly enrich themselves and to defraud Marie and Homero out of their money.

110. As a direct and proximate result of this civil conspiracy and the underlying fraud and unjust enrichment, Marie, and therefore, the Estate, suffered damages.

WHEREFORE, Plaintiff, **ALEXANDER R. BISCHOFF**, as **Personal Representative of the Estate of Marie Fincken Gonzalez**, respectfully demands judgment in his favor and against the Defendants, **KEVIN MCCARTHY, CASEY MCCARTHY, and DIANA MCCARTHY**, for compensatory damages, plus prejudgment interest, special damages of attorney's fees, and costs, together with such other relief as this Court deems just and proper.

COUNT VI – NEGLIGENT SUPERVISION

111. Plaintiff incorporates by reference paragraphs one (1) through sixty-two (62) as if fully set forth herein.

112. This is an action for negligent supervision against Madison Avenue.

113. Madison Avenue owed duties to adequately supervise, monitor, and control the activities of its associated representatives, including Kevin McCarthy.

114. Madison Avenue knew or should have known that McCarthy posed a risk of misconduct based upon, inter alia, prior FINRA complaints, customer disputes, settlements, bankruptcy proceedings, and his handling of elderly clients.

115. Madison Avenue knew or should have known that McCarthy was exercising substantial control over elderly clients' finances and recommending or servicing annuity and financial products.

116. Madison Avenue failed to implement adequate supervisory procedures, compliance safeguards, oversight mechanisms, and investigations concerning McCarthy.

117. Madison Avenue's negligent supervision enabled McCarthy to continue exploiting Marie and Homero and diverting their assets.

118. As a direct and proximate result of Madison Avenue's negligent supervision, the Estate suffered substantial damages.

WHEREFORE, Plaintiff, **ALEXANDER R. BISCHOFF**, as **Personal Representative of the Estate of Marie Fincken Gonzalez**, respectfully demands judgment in his favor and against the Defendants, **MADISON AVENUE SECURITIES, LLC**, for compensatory damages, plus

prejudgment interest, special damages of attorney's fees, and costs, together with such other relief as this Court deems just and proper.

COUNT VII – AIDING AND ABETTING BREACH OF FIDUCIARY DUTY

119. Plaintiff incorporates by reference paragraphs one (1) through sixty-two (62) as if fully set forth herein.

120. This is an action for negligent supervision against Madison Avenue.

121. McCarthy owed fiduciary duties to Marie and Homero.

122. McCarthy breached those fiduciary duties by committing self-dealing and using Marie's funds, assets, and property for his own personal benefit and gain.

123. Madison Avenue knew or should have known of McCarthy's breaches of fiduciary duty and the substantial risk of misconduct.

124. Madison Avenue substantially assisted, facilitated, enabled, and/or failed to prevent McCarthy's misconduct through inadequate supervision and compliance failures.

125. As a direct and proximate result, the Estate suffered substantial damages.

WHEREFORE, Plaintiff, **ALEXANDER R. BISCHOFF, as Personal Representative of the Estate of Marie Fincken Gonzalez**, respectfully demands judgment in his favor and against the Defendants, **MADISON AVENUE SECURITIES, LLC**, for compensatory damages, plus prejudgment interest, special damages of attorney's fees, and costs, together with such other relief as this Court deems just and proper.

COUNT VIII – FRAUDULENT TRANSFER

126. Plaintiff incorporates by reference paragraphs one (1) through sixty-two (62) as if fully set forth herein.

127. This is an action for fraudulent transfer against McCarthy.

128. Following the wrongful withdrawal, conversion, and dissipation of Marie and Homero's assets, McCarthy transferred and/or concealed fraudulently obtained funds in an effort to hinder, delay, or defraud creditors and the Estate.

129. McCarthy carried IRS tax liens totaling approximately \$558,564.05 against his homestead property.

130. Despite McCarthy's prior bankruptcy proceedings and an existing mortgage encumbering his property, the IRS tax liens were allegedly satisfied in or around May 2023.

131. The funds used to satisfy the IRS tax liens were derived, directly or indirectly, from funds wrongfully taken, converted, misappropriated, or fraudulently transferred from Marie and Homero's accounts.

132. The transfers described herein were undertaken with actual intent to hinder, delay, or defraud the Estate and/or occurred without reasonably equivalent value being exchanged.

133. The Estate has been damaged as a direct and proximate result of the foregoing transfers.

WHEREFORE, Plaintiff, **ALEXANDER R. BISCHOFF**, as **Personal Representative of the Estate of Marie Fincken Gonzalez**, respectfully demands judgment in his favor and against the Defendants, **KEVIN MCCARTHY**, for compensatory damages, plus prejudgment interest, injunctive relief, attachment, attorney's fees, and costs, together with such other relief available under the Uniform Fraudulent Transfer Act and as this Court deems just and proper.

COUNT IX – FRAUDULENT TRANSFER

134. Plaintiff incorporates by reference paragraphs one (1) through sixty-two (62) as if fully set forth herein.

135. This is an action for fraudulent transfer against Hernandez.

136. Hernandez used funds wrongfully obtained from Marie and Homero to purchase real property after Marie's death.

137. Hernandez purchased property located at 950 Hillcrest Dr. #305, Hollywood, Florida 33021, and paid approximately \$100,000.00 in cash toward the acquisition.

138. The funds used by Hernandez to acquire the property constituted proceeds of elder exploitation, fraud, conversion, and/or stolen estate assets.

139. The transfers and acquisitions described herein were undertaken with actual intent to hinder, delay, or defraud the Estate and/or occurred without reasonably equivalent value being exchanged.

140. The Estate has been damaged as a direct and proximate result of the foregoing transfers.

WHEREFORE, Plaintiff, **ALEXANDER R. BISCHOFF**, as **Personal Representative of the Estate of Marie Fincken Gonzalez**, respectfully demands judgment in his favor and against the Defendants, **IDASELMA HERNANDEZ-CAMACHO**, for compensatory damages, plus prejudgment interest, injunctive relief, attachment, attorney's fees, and costs, together with such other relief available under the Uniform Fraudulent Transfer Act and as this Court deems just and proper.

COUNT X – CONSTRUCTIVE TRUST

141. Plaintiff incorporates by reference paragraphs one (1) through sixty-two (62) as if fully set forth herein.

142. This is an action for constructive trust against McCarthy, Hernandez, Diana, Casey, Hilda Mariaca, Humberto Gonzalez, Isel Gonzalez, and Haydee Gonzalez.

143. Through fraud, abuse of confidential relationships, exploitation of a vulnerable adult, wrongful transfers, conversion, and inequitable conduct, Defendants obtained and retained money, assets, accounts, annuity proceeds, real property interests, and other property rightfully belonging to Marie and the Estate.

144. Defendants have been unjustly enriched through their wrongful conduct.

145. Specific identifiable funds and property traceable to Marie and Homero's assets remain in the possession, custody, or control of Defendants, including but not limited to:

- a. proceeds transferred to Diana McCarthy and Casey McCarthy;
- b. annuity proceeds paid to wrongful beneficiaries;
- c. funds used to satisfy Kevin McCarthy's IRS tax liens;
- d. funds used by Hernandez to purchase real property; and
- e. funds and assets held in accounts maintained through Bank of America and Wells Fargo.

146. Equity and good conscience require that Defendants not be permitted to retain the benefits of the wrongfully obtained property.

147. Plaintiff lacks an adequate remedy at law to fully trace, recover, and preserve the misappropriated assets absent the imposition of a constructive trust.

148. The Estate is entitled to the imposition of a constructive trust over all identifiable funds, proceeds, accounts, transfers, and property traceable to Marie and Homero's assets.

WHEREFORE, Plaintiff, **ALEXANDER R. BISCHOFF**, as **Personal Representative of the Estate of Marie Fincken Gonzalez**, respectfully demands judgment in his favor and against the Defendants for injunctive relief, accounting, special damages of attorney's fees, and costs, together with such other relief as this Court deems just and proper.

COUNT XI – UNJUST ENRICHMENT

149. Plaintiff incorporates by reference paragraphs one (1) through sixty-two (62) as if fully set forth herein.

150. This is an action for unjust enrichment against Hilda Mariaca, Humberto Gonzalez, Isel Gonzalez, and Haydee Gonzalez.

151. Marie conferred a benefit upon Hilda Mariaca, Humberto Gonzalez, Isel Gonzalez, and Haydee Gonzalez in the form of fraudulent and unauthorized beneficiary designations, totaling approximately \$282,447.73.

152. Hilda Mariaca, Humberto Gonzalez, Isel Gonzalez, and Haydee Gonzalez knew that they received payments from Marie's financial and insurance accounts.

153. Hilda Mariaca, Humberto Gonzalez, Isel Gonzalez, and Haydee Gonzalez accepted and retained these payments.

154. The circumstances are such that it would be inequitable for Hilda Mariaca, Humberto Gonzalez, Isel Gonzalez, and Haydee Gonzalez to retain these payments as Marie and/or Homero lacked capacity when the beneficiary designations were created. Further, any power of

attorney utilized by McCarthy to create and/or submit the beneficiary designations were invalid pursuant to a springing provision.

WHEREFORE, Plaintiff, **ALEXANDER R. BISCHOFF**, as **Personal Representative of the Estate of Marie Fincken Gonzalez**, respectfully demands judgment in his favor and against the Defendants, **HILDA MARIACA, HUMBERTO GONZALEZ, ISEL GONZALEZ, and HAYDEE GONZALEZ**, for compensatory damages, plus prejudgment interest, special damages of attorney's fees, and costs, together with such other relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands trial by jury on all issues so triable.

Dated: May 26, 2026.

Respectfully Submitted,

/s/ Gary N. Mansfield

GARY N. MANSFIELD, ESQ.

FBN: 61913

ARIANE WOLINSKY, ESQ.

FBN: 51719

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