

# HOLTZMAN VOGEL JOSEFIAK TORCHINSKY PLLC

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September 28, 2018

Federal Election Commission  
Office of Complaints Examination  
and Legal Administration  
1050 First Street, NE  
Washington, DC 20002

Re: MUR-7461

Dear Mr. Jordan:

This response is submitted by the undersigned counsel on behalf of Dr. Julio Gonzalez, Julio Gonzalez for Congress, and Eric Robinson, in his capacity as Treasurer of Julio Gonzalez for Congress, in connection with the complaint designated as Matter Under Review 7461 ("Complaint"). Dr. Gonzalez is a respected physician, a member of the Florida House of Representatives, and was a candidate for the U.S. House of Representatives in Florida's 17th District in 2018. (Dr. Gonzalez did not advance beyond the primary election.)

The Complaint alleges that Dr. Gonzalez "lists a liability (presumably, a loan) to Winston Arabitg, M.D., in the amount of \$317,032.65," "reports two loans to his federal campaign, totaling \$150,000," and "[i]t seems clear that the \$150,000 loan to the Campaign came from these Arabitg funds." According to the Complaint, "Gonzalez has received an illegal campaign contribution from Arabitg." As set forth below, the Complaint's speculation is incorrect. The Complaint is without merit and should be dismissed.

As Dr. Winston Arabitg's response explains and documents, Dr. Winston Arabitg paid the balance of a bank loan made to Aragon PLLC (which is owned by Dr. Gonzalez and his wife, Dr. Gina Arabitg). Dr. Gonzalez and his wife have executed two promissory notes payable to Dr. and Mrs. Arabitg in connection with these transactions. The first note was signed on September 28, 2015, and the second note was signed on November 7, 2016. Effectively, the mortgage payments that Dr. Gonzalez and his wife once paid to Florida Shores Bank, via Aragon PLLC, are now paid to Dr. and Mrs. Arabitg. These transactions never took the form of a cash loan to Dr. Gonzalez.

This liability pre-dates Dr. Gonzalez's campaign for federal office and has no relation whatsoever to Dr. Gonzalez's campaign. Contrary to the Complaint's allegations, this liability has never existed in a form that is or was available to Dr. Gonzalez as cash or any other liquid asset. The Complaint's conclusion that "[i]t seems clear that the \$150,000 loan to the Campaign

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came from these Arabitg funds" is demonstrably incorrect. As the publicly-filed reports of Julio Gonzalez for Congress show, the two loans that Dr. Gonzalez made to his campaign totaling \$150,000 came from the personal funds of the candidate. These funds are entirely unrelated to the liability to Dr. Arabitg.

For the reasons set forth above, there is no reason to believe any violation of the Act occurred and the Complaint should be dismissed.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Bayes", with a long horizontal flourish extending to the right.

Michael Bayes  
Christine Fort

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