

**EXCERPT OF CLOSING ARGUMENT BRIEF SIGNED BY STANFORD SOLOMON**

**Doc. 1053**

“In the three months following their fateful [disastrous] meeting Geberth paid thousands of dollars in cosmetic procedures for Defendant.”

**Transcript: 1-6-22 P30-36**

**THE COURT:** Okay. The question appears to be -- and it starts at page 199 -- excuse me, 191, upper right-hand corner of deposition page. This is page 22 of 172 of 485-1. The question is at line 23. **"Is there anyone else who heard or was aware of Daniel's purported agreement to pay for a tummy tuck and a breast augmentation in June of"** -- and then the answer is, "This is really out of line." The questioner finishes, "in June 2014." The answer, "This has nothing to do with what's in the Complaint or my answering these questions."

So then you argued quite a bit about it. The CSO asks you all to not talk over each other. And so the question is: Should she answer that question, "Is there a third party who heard or was aware of the agreement to pay for a tummy tuck and a breast augmentation?"

**So let me ask Mr. Solomon. Is there a dispute about who paid and whether this is an obligation that is coming under the Complaint?**

**MR. SOLOMON:** I don't know whether there is a dispute on her behalf. We say that this was an expense that was paid, and I wanted to know which transactions were valid and which transactions weren't. I don't have to ask just about the transactions that –

**THE COURT:** The Complaint does not seek reimbursement for those expenses.

**MR. SOLOMON:** I want to know what the distinction is. How would she -- I don't want to argue my whole case, but the long and the short of it is, **how would you know which transactions were permitted and which were not?** She gave me other answers, such as, "Well, we were boyfriend and girlfriend." And I asked a series of questions about the various types of gifts or quasi-gifts or things that could arguably be gifts so that I could draw a pattern between the gifts and the transactions. If she has a –

**THE COURT:** Okay, then, Mr. Solomon, you don't have anything like this in the Complaint. You're not seeking reimbursement based on fraud or willfulness and maliciousness for her submitting to some kind of surgery.

**MR. SOLOMON:** Well, she says all of these, every -- no, it's the other way around. She says, "All of the things that I got were because they were gifts to me." **So I want to go through which -- was there somebody there that knew that these were gifts.** She says that "This was something that he agreed to support me and they were gifts."

**THE COURT:** Okay. **Whether it's a gift or not a gift, is it something you're suing over?**

**MR. SOLOMON:** I don't know yet.

**MS. ANTONIO:** Your Honor, that would appear on his personal bank account, nothing to do with DGP Products, so --

**THE COURT:** You don't have to talk right now.

**MS. ANTONIO:** I know.

**THE COURT:** I'm not finished, ma'am.

**MS. ANTONIO:** Okay.

**THE COURT:** Is this honestly disputed about whether somebody paid for her surgery and whether they did so with the expectation of getting it back? If that's part of the proof of claim -- and I don't know that it is. If it's part of the proof of claim and that whoever it is that filed the proof of claim is seeking to be reimbursed because that was the agreement, I'll grant you that. But I don't -- is your contention that DGP paid for the surgery, Mr. Solomon?

**MR. SOLOMON:** I don't know who she claims paid for the surgery or how it came about.

**THE COURT:** No, no. We have to make sure it's relevant to what we're doing in bankruptcy. If someone paid for surgery with the expectation of being reimbursed, that someone needed to file a proof of claim to ask for distribution from the Trustee. And then we set up the claims objection process. I am unaware that the surgery bills were part of the company proof of claim and there's nothing in the Complaint that suggests that she stole money to get surgeries, and therefore that falls under 523(a)(2)(4) or (6).

**MR. SOLOMON:** I understand what the Court is saying. I don't think the Court is -- that I'm articulating clearly what my concern is. Since I don't believe anything it is that she said or how she characterized any of this, I get to look into,

I think, all of the various manners in which she received things of value and whether or not there is some consistency and whether you're going to believe it or not, because there's two stories here. "I didn't know she was ripping me off" and the other is, "Sure you did. We were boyfriend and girlfriend." Those are the two sides of the story and I want to know when did he tell you and what did he tell you, and is there anybody else who's going to be able to corroborate the story? She says at one point, which frankly truncated a whole lot of questions that nobody ever heard her say any -- heard him say anything and neither can she report anything in terms of what he said that she could take or -- and she never told him anything about it.

So all of that creates a pattern as to whether -- not for that particular transaction, but the characteristics of that transaction as it relates to the other transactions to her believability of her story.

How did it happen? When this happened, was that something that you celebrated? Is that something, because you were having breast augmentation, that was something that you went out and had a party about? Is that something that everybody would know about? Why is it any different for this or that? I want to know what happened because I don't believe --

**THE COURT:** Mr. Solomon, day-to-day transactions are one thing. Buying a car or a boat or new body parts is something else. Is it seriously contended that people didn't know she was going to go have surgery and was pulling out money from somebody unwittingly to pay for the surgery? Is that what's at bottom here? Because if that's what's at bottom, that's not in the Complaint. This is a big-ticket item. Is it a surprise?

**MR. SOLOMON:** I don't know. **I'm asking what she thinks** it is so that she can tell me how it was characterized.

**THE COURT:** Okay, then you file --

**MR. SOLOMON:** That's what discovery was for.

**THE COURT:** Then you may file a more definite statement, a supplemental more definite statement that you believe that she is guilty under 523(a)(2)(4) or (6), whatever the ones are. I'm not opening it up. If you didn't say (a)(2), then that's off the boards. (a)(4), if you, as an officer of the Court, will sign that she embezzled the money to get the surgery, I'll let you ask her the questions.

**MR. SOLOMON:** That's not the purpose of the discovery.

**THE COURT:** It's –

**MR. SOLOMON:** That would be the purpose of a claim –

**THE COURT:** Don't argue with me. It's got to be proportional to what you have pleaded. This is an out-of-the-ordinary transaction. I want somebody with candor to the Court, to put their name in writing and say, "I didn't know she was having this surgery on me. I didn't know she pulled the money out of company accounts to pay the doctor."

**MR. SOLOMON:** That's not our claim.

**THE COURT:** I didn't know –

**MR. SOLOMON:** That's not our claim.

**THE COURT:** That's what you've pleaded.

**MR. SOLOMON:** That -- with respect to that -- yes, but not with respect to that transaction. I want to know whether that trans -- what was different about that transaction. You've identified some things that you think are different about that transaction, the size of it –

**THE COURT:** Mr. Solomon, it's not relevant to your Complaint. It might be relevant to a proof of claim that has not been filed, and now cannot be timely filed if Mr. Geberth himself paid his personal funds for that. I do not see the relevance.

**MR. SOLOMON:** Yes, ma'am.

**Transcript 04.25.22 P87-88 TRIAL**

**Q** Okay. And you went to have what plastic surgery procedure?

**MS. ANTONIO:** That's not relevant.

**MS. CRUZ-GARCIA:** Absolutely, it's relevant, Your Honor.

**THE COURT:** What's the relevance?

**MS. CRUZ-GARCIA:** The relevancy is that this -- all of the plastic surgery that she had was paid for by Mr. Geberth. And while we're not claiming it in our Complaint, it lays the foundation as to what this relationship was like regarding the funds going between Mr. Geberth and her at just three months after meeting.

**THE COURT:** Well, I don't need to know the particulars of what happened. If she had cosmetic surgery, she already said that. Who paid for it?

**MS. CRUZ-GARCIA:** Okay.

**THE COURT:** Who paid for it?

**MS. ANTONIO:** Daniel Geberth.

**BY MS. CRUZ-GARCIA:**

**Q** Okay. And was the total close to \$20,000?

**A** Probably below that, maybe around 14,000.

**Q** Okay. Was this something you could have paid on your own?

**A** I was not the one that suggested a cosmetic surgery. Thank you.

**Q** My question is: Was this something that you could have paid on your own, ma'am?

**MS. ANTONIO:** What does this have to do -- there's not relevancy to this question.

**THE COURT:** Okay, I'm going to sustain that. Because whether she could pay for it on her own is irrelevant. I mean, ever?

**Q:** Did you have any concern about how he was mismanaging his finances between August of 2014 and December of 2014?

**ANTONIO:** I had no -- it was a new relationship. I did not know anything about his finances. That was not my concern. My concern was his health and for him to live through his -- and not have Aspen lose another parent. There was no other concern about his finances or money.

**Q:** Sure. But although this was a new relationship, he had paid over -- close to \$14,000 for plastic surgery; right?

**MS. ANTONIO:** What's the relevancy?

**THE COURT:** Sustained.

### **November 11, 2019 Email Subject: Redline Racing**

Geberth writes: Starting with all the money I spend on you and you won't even f\*\* me. **You would think that after all the money I spend on you and things I do for you and your family I would get much better treatment. Boob job, dinners out, your teeth, vacation, paying for and fixing your families cars.** I do a lot for you. Got your kids better jobs. I spent \$1700 on your son's transmission that I know wasn't paid back and it's not like I'm not asking for it back anyway... I have always done everything you ask of me and never have I ever said no.

### **November 17, 2019 – Social Media Post**

Geberth writes: I have also paid for so many things that she needed and her family. **I even bought one of her kids a car for 10k and paid for his transmission repair of \$1700.00. 17k on her boob job and tummy tuck, 5k on her teeth and the list is so long over the years. I am in complete utter shock she did this and feel so violated.** I keep finding more and more stuff as I go through the books and not I think its time to get the police involved. **Karma is a bitch...** She just keeps saying I never embezzled any money from you. **I have all the proof I need in my hand. DUH! I was so mad one day when she wasn't here and smashed her computer screen.** She will get everything that she deserves coming to her. She is piss poor and won't be able to afford an attorney."