

- **08-02-2021 Hearing on Amended Motion for Summary Judgment in the Bankruptcy Adversary Proceeding – Excerpt from Unofficial Transcript**

THE COURT: All right, hold on. There's a few more here. Let me get (Exhibit) 6-L and 6-M. (Exhibit) 6- L is a UBreakIFix. It says, "Hey, Faith, thanks for choosing UBreakIFix. I fix for your device repairs, and it carries over. This is page. This is document 138. Six, page 13 and 14. That's \$187.8. And (6)-M is another similar invoice for \$224.69. Both of those charge a visa with the last four digits 2237.

THOMPSON: Your honor, I did not discuss that specifically with Mr. Geberth, but for the purposes of this hearing, we can take that charge away. **I don't know that is.**

THE COURT: Okay, so page 30. I mean, paragraph 36 is resolved in favor of Ms. Antonio. All right, what's next?

34. Geberth, Antonio, and their children went to Orlando on vacation and stayed at Westgate Lakes & Spa Resort (Ex. 7-D). All the transaction listed in where the group had dined (Ex. 1-F) with Plaintiff and Defendants children together. Charges on Geberth's personal Synovus account places him in Orlando and in Universal Studios in which he made several purchases. The charges related during this time period were consented by Geberth and/or made by Geberth. Plaintiff admits an American Express Blue card was opened for the purpose of purchasing theme park tickets and receiving fast passes (Ex. 7-D).
35. The Cat Hospital was again used for boarding Geberth's three cats, Jax, Jilly, and JoJo (Ex. 7-E) for a trip to Orlando.
36. Plaintiff's principal and his daughter had access to Miss Antonio's accounts in which an iPhone 6S Screen protector was ordered and shipped to Geberth's home (Ex. 6-D). This same phone was taken into repair at **UBreakIfix** after Aspen broke the LCD (Ex. 6-L). **Geberth's Lenovo laptop** was brought in for repair at UBreakIfix after he broke his laptop screen (Ex. 6-M).

45. Debtor alleges and DGP admits that Geberth, Debtor and their families went together to Orlando; however Debtor denies that charges incurred by Debtor on DGP credit cards were authorized by DGP.

46. Debtor alleges and DGP denies that DGP incurred a charge to Cat Hospital for the boarding of Geberth's cats. Debtor incurred this unauthorized expense for her own personal benefit without DGP's or Geberth's approval.

47. Debtor alleges and DGP denies that Geberth or Geberth's daughter ever had access to Debtor's accounts.

VERIFICATION BY DECLARATION

28 U.S. Code § 1746(2); 92.525(1)(c) & (2), Florida Statutes

My name is Daniel Geberth, principal of DGP PRODUCTS INC., D/B/A NUMERIC RACING ("DGP") and I have knowledge of the facts and exhibits set forth in the foregoing Verified Response (the "Response") to Debtor's Amended Motion for Summary Judgment. My knowledge of the relevant facts and my ability to verify the truth of said facts is derived from my personal knowledge of and involvement in the facts, circumstances and events described in the Response as well as my review of pertinent records relating thereto generated and maintained in the ordinary course of business by DGP. Under penalties of perjury, I declare that I have read the foregoing Response and that the facts stated in it are true and correct. I have duly executed the foregoing Declaration to verify the truth of all factual assertions made in the Response.

FURTHER AFFIANT SAYETH NAUGHT.

By: 
Daniel Geberth for DGP



UBREAKIFIX.

Hey Faith!

Thanks for choosing uBreakiFix for your device repairs!

SALE # 2172661

SALE COMPLETED: 03/26/16

Store Info

32522 US HWY 19 N
PALM HARBOR, FL 34684
727-223-9258

Your Personal Info

FAITH ANTONIO
[Redacted]
[Redacted]
CUSTOMER ID: #1505897

Repair Details

(Work Order: 1722190)



MAKE/MODEL:	SERIAL:
Lenovo IdeaPad	AB21141505 - Hardware

ITEM	SKU	DISC.	PRICE	LABOR
Lenovo Laptop Diagnostic	3075940	0.00%	\$0.00	\$0.00
Lenovo LCD	3086239	0.00%	\$209.99	\$0.00

Total

Sub-Total	\$209.99
Sales Tax (7%):	\$14.70
Total	\$224.69
CC Auth: 040207 - VISA xxxxxxxxxxxx2237	(\$224.69)
AMOUNT DUE	\$0.00

WARRANTY

UBREAKIFIX warrants all repairs and parts free of defects in materials and workmanship for a period of ninety (90) days (or one year for all applicable "premium" and "premium plus" repairs) from the date of purchase. If the unit should malfunction, it must be returned to a UBREAKIFIX store for evaluation, and all costs of shipping shall be borne solely by the purchaser. UBREAKIFIX will diagnose the repair immediately upon receipt. Upon examination by UBREAKIFIX, if the unit is found to be defective as a result of UBREAKIFIX's repair, it will be repaired or replaced at no charge. UBREAKIFIX's WARRANTY does not apply to defects resulting from any action of the purchaser, including but not limited to mishandling, physical damage, water damage, improper interfacing, operation outside of design limits, improper repair by someone other than UBREAKIFIX, use of any other product other than UBREAKIFIX products, or unauthorized modification. This WARRANTY is VOID if the unit shows evidence of having been tampered with (broken seal) or shows evidence of being damaged as a result of excessive corrosion, or current, heat, moisture or vibration, improper specification, misapplication, misuse, abuse or other operating conditions outside of UBREAKIFIX's control. Software WARRANTY applies to factory restores, backups, jailbreaks, unlocks, and applies to computers, laptops, cellular phones, etc. WARRANTY is VOID if customer performs any software modifications not limited to restore, updating software on the device, downloading unauthorized or unapproved software, viruses, malware, spyware, or attempts to modify any software that has been installed by UBREAKIFIX. UBREAKIFIX employees reserve the right to VOID any warranty if any improper software installations or modifications have been made after customer has left the store location. This warranty is non-transferable and does not apply to any purchaser who bought the product from a reseller or distributor not authorized by UBREAKIFIX, including but not limited to purchases from internet auction sites.

LIMITATION OF LIABILITY

- **01-06-2022 Transcript: Status Conference Discussing Deposition Conduct**

THE COURT: Let's go to 228 of the transcript, upper right hand. 228 is court document 485-1 at page 59 of 172. What is it that --

MR. SOLOMON: "Did he hand it to you?"

THE COURT: Okay. "Did he hand it to you?"

MR. SOLOMON: "He broke it."

THE COURT:

"He broke it."

"He asked me to bring it to uBreakiFix."

Okay. It seems to be, "Did you get a laptop from Daniel?"

MR. SOLOMON: She's talking about a laptop – I want to know whether she used the laptop to access these accounts.

THE COURT: Right, and --

MR. SOLOMON: And I asked her,

"What happened?"

"Where did you obtain it?"

She said she got it from Daniel. And then she just says that the laptop that she got from Daniel was something that he gave her to run over to get it fixed.

THE COURT: Okay.

MR. SOLOMON: And that's a non sequitur. I asked her where'd she get the -- I'm talking about one thing, then she's talking about getting his laptop repaired.

THE COURT:

"Well, where did you get it?"

"I got it from Daniel."

So she's answered the question. What more do you want to know? Maybe you want to know how she got it?

MR. SOLOMON: She had the laptop at the end of the relationship --

THE COURT: Well, no, no.

"Where did you obtain it?"

MR. SOLOMON: And I'm asking about that laptop. She's talking about a different laptop. I asked her about the laptop that she got and she was using. And she says, "I got it from Daniel."

THE COURT: Okay.

MR. SOLOMON: And then she said -- then she tells me about a different laptop that she ran over to get it fixed.

THE COURT: How do you know it's a different one?

MR. SOLOMON: I don't -- and that's what I asked. And my question --

THE COURT: Did you obtain the laptop that you had -- well, first of all -- okay.

MR. SOLOMON: That's my --

THE COURT: The question starts --

MR. SOLOMON: My question is if it could be --

THE COURT: The question starts at line 9 on page 228.

"At the time your relationship with Mr. Geberth ended, did you have a laptop?"

"Yes."

"When did you obtain the laptop?"

"I don't remember."

"Where did you obtain it?"

"From Daniel."

So she's conceded that she has a laptop, that she had at the end of the relationship, from Daniel. And so she answered it. Now what?

MR. SOLOMON: How did she get it? And that's what I said --

THE COURT: No.

MR. SOLOMON: And the next question --

THE COURT: Where do I --

MR. SOLOMON: -- if you turn to -- without the banter, at the beginning of 229, "Did you obtain from Daniel the laptop that you were using at the time your relationship with Daniel concluded?" Because I realized she was giving me a sleight of hand. One that she went to repair, the other one that she was using.

THE COURT: You already asked her that on line 5. "Did you obtain a laptop from the Numeric Racing or from Mr. Geberth after your personal laptop shattered?" She did, and she got it from Daniel.

MR. SOLOMON: Okay. I don't understand that question -- or answered that way because she answered about a different laptop that she went to get repaired.

THE COURT: Okay, maybe --

MR. SOLOMON: So, I want to know whether it is.

THE COURT: Okay. Why don't you go back and refine it. Okay, let's define the laptop. I'm -- what kind did you have personally? What kind did you get from Daniel?

MS. ANTONIO: He did, starting at page 226.

THE COURT: Well, 226, he ascertains that you had your own laptop. Okay, this is -- the one he's talking about now is one that apparently you got from Daniel. Whatever the one you're talking about on 228 at line 15, ask her to describe it, Mr. Solomon. Because if you're --- you're both talking about laptops that she may have acquired from Mr. Geberth, either to take somewhere or because it's hers. So just define your terms.

THE COURT: All right, let's go to page 233. Court banner 485-1, page 64 of 172. I think you're honing in on page -- excuse me, on line 14, Ms. Cruz. "Did you use the laptop that you took to the repair shop to make any entries in QuickBooks"? Is that the question you want answered?

MS. CRUZ-GARCIA: Yes, Your Honor.

THE COURT: Okay. The answer is not "It was broken," ma'am. It's "yes" or "no."

MS. ANTONIO: What page is this? I'm sorry.

THE COURT: It's page 233, which is court document 485-1 at page 64 of 172.

MR. SOLOMON: Maybe we can get to the bottom of it real easy. Was there another laptop?

THE COURT: I didn't ask the questions.

MR. SOLOMON: It's what I was trying to get to, and I think I asked it fourteen ways to Sunday.

THE COURT: Well, you identify all those that could possibly exist, and then you ask one-by-one "did she." Okay. Are you there now, Ms. Antonio?

MS. ANTONIO: Yes, I am.

THE COURT: Line 14. "Did you use the laptop that you took to the repair shop to make any entries in QuickBooks?"

MS. ANTONIO: I responded, "No, it was broken."

THE COURT: Oh, she did. Her first response, I agree was non-responsive. It wasn't a yes or no, but then you brought her back and she immediately answered, "Nope, it was broken." So 233 is not a question I can compel her to answer because she's already answered it.

- **April 27, 2022 Transcript of Adversary Proceeding Trial**

CRUZ-GARCIA: Well, there was **You-Fix-It charge** from before when you repaired the laptop; right?

ANTONIO: That was not for his laptop; was it?

CRUZ-GARCIA: That's what you said at a prior hearing.

ANTONIO: And you removed that charge because you said that that was Dan's laptop or Aspen's iPhone.

CRUZ-GARCIA: Sure. **It was for Dan's benefit. It was his laptop, but it was --**

- **June 16, 2022 Transcript of Trial:**

BY MS. ANTONIO:

Q And some time between 2015 and 2019, you owned a Lenovo IdeaPad Laptop; is that right?

GEBERTH: A what?

Q Lenovo IdeaPad Laptop.

GEBERTH: Lenovo laptop?

MS. CRUZ-GARCIA: Between what time period?

MS. ANTONIO: 2015 and 2019.

GEBERTH: I think I had one in 2017.

BY MS. ANTONIO:

Q And you had had this laptop repaired a couple of times; is that right?

GEBERTH: I had it repaired once. The screen cracked.

Q And you had asked Ms. Antonio to bring this laptop for repair; is that right?

GEBERTH: I don't recall.

Q And you don't remember --

GEBERTH: Actually, I fixed that one myself. I ordered the screen myself at the time and fixed it myself.

Q So on the page labeled 130, do you see the sale completed March 26, 2016?

GEBERTH: Yes.

Q And on the next page, 131, do you see what this invoice is for is a Lenovo IdeaPad?

GEBERTH: Yes.

Q And this transaction was for your laptop to be fixed?

GEBERTH: Can't really tell because there's no serial number of anything. I have no idea. It could have been one of your computers for all I know.

Q Can you go to page 132? This is an email from Lenovo for Dear Daniel Geberth, for your laptop? This is one of the charges that are on the Complaint.

GEBERTH: Okay. The service request doesn't really say what computer, serial number of anything on here.

Q Mr. Geberth, you just said previously that you had a Lenovo Laptop.

GEBERTH: Yes, and you had them too.

Q: No. Mr. Geberth --

MR. SOLOMON: No what?

BY MS. ANTONIO:

Q: So, Mr. Geberth, there is no possible way that you had a Lenovo Laptop prior to 2017?

GEBERTH: I asked and answered that already.

THE COURT: Nope. That's a new question. She asked you first: Did you have one -- did you own one between 2015 and 2019. You said you owned one in 2017. Now, she says: Is it possible that you could have owned one before 2017?

GEBERTH: No. I had no Lenovo computers prior to that. **(see receipt)**

THE COURT: Okay.

MS. ANTONIO: I'd like to offer this into evidence.

THE COURT: And what pages are those?

MS. ANTONIO: 128 through -- I'm sorry. 130 through 132.

INVOICE DETAILS

Order #: 174209699
 Invoice #: 121604713
 Submitted: 12/09/2014 01:53 AM

Ship To

Daniel A Geberth
 DGP Products Inc.
 2438 Merchant Ave
 Suite 104
 Odessa,FL 33556
 United States

 727-372-0300

Bill To

Daniel A Geberth
 DGP Products Inc.
 2438 Merchant Ave
 Suite 104
 Odessa,FL 33556

 Visa:*****2237

Order Summary

Qty	Product Description	Price
Shipped from IN, USA - Tracking #: 1ZR43Y850304448426		
1	Lenovo Laptop Z710 (59433087) Intel Core i7 4710MQ (2.50GHz) 16GB Memory 1TB HDD 8GB SSD NVIDIA GeForce 840M 17.3" Windows ... Item #: N82E16834318093 Computer Standard Return Policy	\$978.99
Subtotal		\$978.99
Tax		\$0.00
Newegg 3Day		\$7.99
Order Total		\$986.98

Return Policies

1. --Manufacturer Warranty

a. Summary

i.

- Return for refund within: non-refundable
- Return for replacement within: non-replaceable

b. Detail

i. Newegg.com does not offer any express warranties. However, many of the products available through Newegg.com are covered by Manufacturers' Warranties. If a product is covered by a manufacturer's warranty, it will be stated on that product's web page. Manufacturers' warranty details are typically available at the manufacturer's website; click [Contact Manufacturers](#) to see a list of the manufacturers whose items we carry. Detailed manufacturer warranty information can also be obtained for free by contacting our [Customer Service](#) department. Please note that products in this category are **non-refundable** unless otherwise indicated.

Products that state "This item can be returned to the product manufacturer only" must be returned directly to the product manufacturer for repair or replacement, unless otherwise required by law. For these items, the warranty policy provided by the product manufacturer explicitly requires that any returns, repairs etc. be requested and processed directly by the consumer (or "end-user") of the item.

2. Computer Standard Return Policy

a. Summary

i.

- Return for refund within: 30 days
- Return for replacement within: 30 days

b. Detail

i. This is our Computer Return Policy. Items covered by this policy (those products for which Newegg states "This item may be returned for a replacement or refund within 30 days only")

must be returned to Newegg **within 30 days of the invoice date** for this policy to apply. "Return" constitutes receipt of the product by Newegg, and not the mere issuance of an RMA.

A new, **unopened** desktop PC, notebook, or tablet PC can be returned within 30 days of the invoice date for a full refund. No restocking fee will be charged. However, customer will be responsible for the return shipping cost unless the return is due to a Newegg error.

An **opened** desktop PC, notebook or tablet PC that is free from defects in materials or workmanship can be returned (in new condition with original product packaging) within 30 days of the invoice date for a refund, subject to a restocking fee of up to 25% of the purchase price and related shipping expenses, all at Newegg's sole discretion .

The following conditions do not qualify for return:

- Any defective desktop PC, notebook or tablet PC returned after the 30-day return period;
- Any desktop PC, notebook or tablet PC that has physical damage due to abuse or improper use;
- Any desktop PC, notebook or tablet PC that is missing any accessories or original product packaging including, but not limited to, AC adapter, battery, manuals, and UPC code.

An opened and used Desktop PC/Notebook/Tablet PC that is defective can only be exchanged for the same item within 30 days of the invoice date. For defective item returns after the 30 day return period, please contact the manufacturer directly.

A defective Desktop PC, Notebook, or Tablet PC that is returned for a replacement may be repaired or replaced at Newegg's sole discretion, unless otherwise required by law. While we strive to adhere to our own standard RMA processing times, we cannot guarantee that these times will be met, especially in situations where the item must be sent to the manufacturer for repair. If you have a question regarding returning a Desktop PC, Notebook, or Tablet PC, please contact our Customer Service Department.

Some computer systems will require pre-authorization from the manufacturer technical support in order for an RMA to Newegg to be authorized.

For computers that have had an additional operating system(s) installed, we will provide you a refund or exchange as noted in the above policy as long as the original operating system is not corrupted or removed.

You should be certain in your decision to purchase a Desktop PC/Notebook/Tablet PC and must agree to this policy before completing your order. By confirming your order, you indicate your agreement to this policy.

Thank you for shopping at Newegg.com! Please take a moment to tell us about your shopping experience. Your comments help us to continually improve Newegg.com, and are much appreciated.

Newegg Inc. 17560 E. Rowland Street, City of Industry, CA 91748 USA

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Date	Check	1701	Chaz Sedgwick	Memo:CHECK	-Split-	Amount	Balance
12/05/2014	Check		Best Buy	POS PURCHASE POS PURCHASE TERMINAL 00000056 SOU BEST.BUY #462 03	Office Supplies	-421.00	10,751.70
12/09/2014	Check		United States Treasury	PREAUTHORIZED WD IRS USATAXPYMT 141209 225474320673983	Taxes & Licenses	-234.77	10,516.93
12/10/2014	Check		GoDaddy.com	CHECK CARD PURCHASE MERCHANT PURCHASE TERMINAL 490641 DNH GODADD	Advertising and Promotion	-489.70	10,027.23
12/10/2014	Check		Newegg	CHECK CARD PURCHASE MERCHANT PURCHASE TERMINAL 469216 WWW NEWEGG	Computer and Internet Expenses	-62.32	9,964.91
12/10/2014	Check		Newegg	CHECK CARD PURCHASE MERCHANT PURCHASE TERMINAL 469216 WWW NEWEGG	Computer and Internet Expenses	-82.57	9,882.34
12/10/2014	Check		Newegg	CHECK CARD PURCHASE MERCHANT PURCHASE TERMINAL 469216 WWW NEWEGG	Computer and Internet Expenses	-986.98	8,895.36
12/10/2014	Check		Newegg	CHECK CARD PURCHASE MERCHANT PURCHASE TERMINAL 469216 WWW NEWEGG	Computer and Internet Expenses	-333.81	8,561.55

www.rehellen@outlook.com

From: Daniel Geberth <dan@numericracing.com>
Sent: Wednesday, January 13, 2016 4:50 PM
To: faith@numericracing.com
Subject: FW: Lenovo Inventory Control Sheet
Attachments: Inventory Control Sheet.pdf

From: NOREPLY@LENOVO.COM [mailto:NOREPLY@LENOVO.COM]
Sent: Wednesday, January 13, 2016 3:26 PM
To: dan@numericracing.com
Subject: Lenovo Inventory Control Sheet

Dear Daniel Geberth,

Attached is your copy of the Lenovo Inventory Control Sheet. The information requested on this form helps to ensure that repairs to your machine are completed as quickly as possible. Please print the file and include the completed form when you ship your system into the repair center.

Service Request Number: 8006367244

To check on the status of the repair, please click on the link below and enter your Case ID / SR number.

support.lenovo.com/depotstatus

Thank you,
Lenovo Warranty Support

Transaction History

January 01, 2015 through November 30, 2019



Date	Description	Status	Currency	Gross	Fee	Net
03/10/2016	eBay Auction Payment: pierre calvo champsaur ID: 29781789E5027833P	Completed	USD	35.50	-1.68	33.82
03/11/2016	General Withdrawal ID: 67B73325KS044345D	Pending	USD	-33.82	0.00	-33.82
03/11/2016	General Withdrawal ID: 67B73325KS044345D	Completed	USD	-33.82	0.00	-33.82
03/11/2016	Bank Deposit to PP Account ID: 17D571715E9476254	Pending	USD	59.99	0.00	59.99
03/11/2016	Express Checkout Payment: AVG eCommerce CY Limited ID: 1KK45955F56569807	Completed	USD	-59.99	0.00	-59.99
03/14/2016	Order: Lenovo Corporation ID: O-2LC8586754668330S	Completed	USD	64.19		
03/14/2016	General Authorization: Lenovo Corporation ID: 2PL86420AY7955640	Pending	USD	-64.19	0.00	-64.19
03/15/2016	Website Payment: Mike Spear ID: 5C065023KV175215W	Completed	USD	14.10	-0.71	13.39
03/16/2016	Express Checkout Payment: Rich Sitler ID: 82633324YA960114T	Completed	USD	489.90	-14.51	475.39
03/16/2016	General Withdrawal ID: 483087548R5425942	Pending	USD	-475.39	0.00	-475.39
03/16/2016	General Withdrawal ID: 483087548R5425942	Completed	USD	-475.39	0.00	-475.39
03/16/2016	General Withdrawal ID: 1FL88835J4943204K	Pending	USD	-13.39	0.00	-13.39
03/16/2016	General Withdrawal ID: 1FL88835J4943204K	Completed	USD	-13.39	0.00	-13.39
03/16/2016	Bank Deposit to PP Account ID: 1MG4017676268810S	Pending	USD	64.19	0.00	64.19
03/16/2016	Express Checkout Payment: Lenovo Corporation ID: 9GD61034JG7926346	Completed	USD	-64.19	0.00	-64.19
03/16/2016	General Authorization: Lenovo Corporation ID: 2PL86420AY7955640	Completed	USD	-64.19	0.00	-64.19
03/18/2016	Website Payment: Derek A Mishrah ID: 0CE08683PM337864N	Completed	USD	600.00	-17.70	582.30
03/18/2016	Express Checkout Payment: Don Rogers ID: 27L55559F4634582F	Completed	USD	513.29	-15.19	498.10
03/18/2016	Payment Refund: Don Rogers ID: 6B9135278P4543835	Completed	USD	-18.31	0.54	-17.77

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

In re:)	Case No: 8:20-BK-07637
)	Chapter 7
FAITH ELYZABETH ANTONIO,)	
)	
Debtor.)	
_____)	
DGP PRODUCTS INC. D/B/A NUMERIC)	
RACING,)	
Plaintiff,)	
)	
vs.)	Adversary Case No:
)	8:20-AP-00537-CPM
FAITH ELYZABETH ANTONIO,)	
)	
Defendant.)	
_____)	

DGP PRODUCTS, INC.’S CLOSING ARGUMENTS

DGP Products, Inc. (“DGP”) respectfully submits its written closing arguments from the evidentiary hearing held on March 14, 2022, April 25, 2022, April 26, 2022, April 27, 2022, April 28, 2022, April 29, 2022, May 2, 2022, June 14, 2022, June 16, 2022, June 17, 2022, August 29, 2022, August 30, 2022, and October 19, 2022. The debt owed by Faith Elyzabeth Antonio (“Defendant”) to DGP is not dischargeable by bankruptcy because the debt is as a result of Defendant’s embezzlement of funds from DGP. Moreover, Defendant has willfully and maliciously injured DGP by misappropriating funds and products from DGP as well as disparaging DGP. Rather, the evidence¹ established that while Defendant received social security benefits for an alleged

¹ References to the documentary evidence received by the Court shall be as follows: Plaintiff’s exhibits received by the Court shall be referred to as [P-Ex# ____]. Defendant’s exhibits received by the Court shall be referred to as [D-Ex# ____]. Testimony from trial shall be referred to as [Date T @ P ____/L____].

Even if the demand letter had not been provided, there is certainly no prejudice and should not be grounds to disregard DGP's complaint. The purpose of providing a demand letter is to allow a defendant an opportunity to comply with the demand. Defendant had no intention in doing so. Therefore, whether or not the letter was received by Defendant is of no consequence. See *Christopher Advert. Grp., Inc. v. R & B Holding Co.*, 883 So. 2d 867 (Fla. 3d DCA 2004) (holding that premature filing of civil theft claim on same day it delivered demand letter to former client was harmless where the defendant had no intention of complying with the demand).

Defendant has asserted that a party's right to sue must be measured by the facts as they exist when the suit was instituted and relies upon a case from 1929 in support of that contention. Should Defendant believe that the demand letter would somehow provide the "measure of damages" [Doc. 75], a number of federal courts, including this Court, have held that a settlement offer (demand letter) may be relevant but not determinative of the amount in controversy. *Zabic v. Cellco P'ship*, 2015 WL 5921851, at *2 (M.D. Fla. 2015)

CONCLUSION

The debt Defendant owes to DGP is a clear product of theft and embezzlement. Defendant's actions that lead to the embezzlement of funds from DGP is precisely the conduct that § 523 was created to address. Defendant's dishonesty precludes the dischargeability of the debt she owes to DGP in this matter. If nothing more, Defendant's actions during trial shows Defendant's true deceptive character. Defendant's false and unfounded accusations hurled against DGP and its lawyers, created undue delays and

extraordinary attorneys' fees and costs to defend. Defendant's web of lies hindered DGP's ability to gather additional evidence to show the true totality of the embezzlement. In many instances, DGP conceded many transactions because the "juice was not worth the squeeze." Defendant conceded nothing and continued to deliberately hinder the resolution of this matter to cause Geberth to incur fees as if the matters herein were nothing more than a game.

ACCORDINGLY, Defendant's request to discharge this debt through her bankruptcy claim must be **DENIED**.

Respectfully submitted this 10th day of May, 2023.

/s/ Stanford R. Solomon

Stanford R. Solomon

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bankruptcy@solomonlaw.com

Florida Bar No. 302147

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(813) 225-1050 (Fax)

Attorneys for **DGP PRODUCTS INC.**

D/B/A NUMERIC RACING

Certificate of Service

I hereby certify that I am admitted to the bar of this Court. I further certify that the foregoing **DGP PRODUCTS, INC'S CLOSING ARGUMENT** has been served through the CM/ECF system on May 10, 2023 upon Faith Elyzabeth Defendant, Email: faithDefendant.legal@gmail.com, **Pro Se Defendant**.

/s/ Stanford R. Solomon

Stanford R. Solomon

THE SOLOMON LAW GROUP, P.A.

Attorneys for **DGP PRODUCTS INC.**

D/B/A NUMERIC RACING

2/16/2016	Petsmart	\$21.39	Plaintiff Exhibit 52
2/17/2016	Target	\$146.35	Plaintiff Exhibit 52
2/18/2016	MRS Associates	\$143.09	Plaintiff Exhibit 52
2/19/2016	Pier 1 Imports	\$184.78	Plaintiff Exhibit 52
2/22/2016	CVS	\$40.00	Plaintiff Exhibit 52
2/22/2016	JC Penney	\$11.22	Plaintiff Exhibit 52
2/22/2016	Target	\$42.77	Plaintiff Exhibit 52
2/22/2016	Amazon	\$5.78	Plaintiff Exhibit 52
2/22/2016	Amazon	\$21.14	Plaintiff Exhibit 52
2/24/2016	Winn-Dixie	\$301.10	Plaintiff Exhibit 52
2/24/2016	Whole Foods	\$13.48	Plaintiff Exhibit 52
2/24/2016	Whole Foods	\$83.55	Plaintiff Exhibit 52
2/24/2016	Target	\$29.50	Plaintiff Exhibit 52
2/24/2016	Walmart	\$207.95	Plaintiff Exhibit 52
2/26/2016	Target	\$68.09	Plaintiff Exhibit 52
2/26/2016	Target	\$35.00	Plaintiff Exhibit 52
2/29/2016	Amazon	\$100.66	Plaintiff Exhibit 52
2/29/2016	Exxon Mobil	\$33.15	Plaintiff Exhibit 52
2/29/2016	BJ's Restaurant	\$180.57	Plaintiff Exhibit 52
2/29/2016	Amazon	\$48.11	Plaintiff Exhibit 52
3/2/2016	Winn-Dixie	\$118.85	Plaintiff Exhibit 53
3/2/2016	Office Depot	\$177.85	Plaintiff Exhibit 53
3/4/2016	Adobe Creative Cloud	\$29.99	Plaintiff Exhibit 53
3/7/2016	Ichiban Sushi	\$42.65	Plaintiff Exhibit 53
3/8/2016	Amazon	\$37.92	Plaintiff Exhibit 53
3/8/2016	Amazon	\$21.89	Plaintiff Exhibit 53
3/11/2016	Petsmart	\$97.55	Plaintiff Exhibit 53
3/11/2016	Winn-Dixie	\$46.92	Plaintiff Exhibit 53
3/14/2016	Fotolia	\$56.00	Plaintiff Exhibit 53
3/17/2016	Happy Nails	\$19.00	Plaintiff Exhibit 53
3/17/2016	JOANN Stores	\$337.89	Plaintiff Exhibit 53
3/18/2016	Michaels	\$39.94	Plaintiff Exhibit 53
3/21/2016	UBreakIFix	\$187.09	Plaintiff Exhibit 53
3/21/2016	CVS	\$40.00	Plaintiff Exhibit 53
3/21/2016	CVS	\$11.20	Plaintiff Exhibit 53
3/28/2016	UBreakIFix	\$224.69	Plaintiff Exhibit 53
3/30/2016	Target	\$31.18	Plaintiff Exhibit 53
3/31/2016	Amazon	\$57.57	Plaintiff Exhibit 53
4/1/2016	Winn-Dixie	\$117.98	Plaintiff Exhibit 54
4/4/2016	Adobe Creative Cloud	\$29.99	Plaintiff Exhibit 54
4/6/2016	QUILL	\$64.19	Plaintiff Exhibit 54
4/15/2016	Winn-Dixie	\$161.48	Plaintiff Exhibit 54
4/18/2016	Paypal	\$83.25	Plaintiff Exhibit 54
4/18/2016	Amazon	\$29.98	Plaintiff Exhibit 54
4/18/2016	Amazon	\$15.46	Plaintiff Exhibit 54