

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____].

disability, Defendant received thousands of dollars in compensation over a span of more than four (4) years for her work at DGP.

Additionally, the evidence also established that Defendant took from DGP thousands of dollars more to (a) purchase goods and services for Defendant and her family members; (b) pay for debt Defendant owed to third party vendors; and (c) pay for travel for Defendant and her family all without the permission, knowledge or consent of DGP and/or its owner, Daniel Alan Hilton Geberth ("**Geberth**"). Last, the evidence has certainly established that Defendant then engaged in an extensive scheme of creating multiple bookkeeping accounts, aliases, and engaged in the forgery of checks to coverup her illegal actions. DGP is entitled to recover \$111,525.89 from Defendant. Defendant should be denied the discharge of the \$111,525.89 she embezzled from DGP.

DGP filed a complaint against Defendant in Pasco County Circuit Case No. 20-CA-0100889-CA-AXWS (the "**Theft Claim**") seeking damages for the losses as a result of Defendant's theft. DGP was not able to collect damages from Defendant as Defendant filed for bankruptcy before the state court action was fully litigated. DGP then filed a Complaint to Determine Non-Dischargeability of Defendant's bankruptcy claim (the "**Adversary Complaint**") in the Middle District - Tampa Division [Doc. 1]. After 13 days of trial and many other days to square away the exhibits and address Defendant's baseless and untimely accusations of alleged discovery violations, DGP submits this closing argument in support of its claim against Defendant.

BRIEF PROCEDURAL HISTORY²

The parties met on Memorial Day weekend of 2014 just four months after the death of Geberth's wife leaving Geberth's only daughter who was 13 at the time in his sole care. [April 29, 2022 T @ P49/L19 to P50/L14]. In the three months following their fateful meeting Geberth paid thousands of dollars in cosmetic procedures for Defendant. [April 25, 2022 T @ P83/L4 to P85/L8]. In addition, Geberth gave Antonio \$2,000 a month from his personal account. [April 25, 2022 T @ P106/L4 to P108/L2]. It is undisputed that from May to October of 2014, Geberth was impaired due to his opioid addiction caused by poor pain management as a result of several serious surgeries [April 29, 2022 T @ P47/L8 to P48/L14]. It is also undisputed Defendant was keenly aware of Geberth vulnerability [April 25, 2022 T @ P119/L1-7 and P129/L11-17]. A vulnerability Defendant took full advantage of [June 16, 2022 T @ P87/L7-11]. Last, it is undisputed that in October of 2014, Geberth with Defendant's help, sought the help he needed and as a result, since October of 2014 he has been sober. [April 29, 2022 T @ P47/L8-20]

From January to May of 2015, Defendant worked for DGP at a rate of \$2,000 a month [April 29, 2022 T @ P42/L11-23]. Payments were made by Geberth from his personal bank account. From May to August of 2015, the parties separated. [April 25, 2022 T @ P108/L11-18; and P-Ex# 2]. When Geberth realized that he needed help with his business, Geberth reached out to Defendant to make arrangements for Defendant to return to work for DGP. [April 29, 2022 T @ P57/L5-P58/L4 and P-Ex# 2].

² On April 3, 2023, this Court advised the parties that they need not include a preamble and/or burden of proof section in their respective written closing arguments.

This time, the agreed upon rate of pay to Defendant was \$600 a week [April 29, 2022 T @ P60/L14-19; P-Ex# 266 at P-TR03641; and Demonstrative Aid P-Ex# 287]. Payments were made to Defendant from DGP's business account and eventually after Defendant was approved for her social security benefits³, Defendant started to receive cash from DGP as compensation for her work at the company [April 29, 2022 T @ P60/L18-19; April 25, 2022 T @P70/L5-11]. Eventually the parties reconciled and they continued to be romantically involved until November of 2019 [April 25, 2022 T @P123/L15-21 and P-Ex# 2].

It is undisputed that DGP paid Defendant \$600 a week from August 17, 2015 until November 13, 2019 for her work at DGP [April 29, 2022 T P60/L10-19 and P-Ex## 46-97; 266; and 281. See also Exhibit "D" to the Adversary Complaint at Doc. 1]. Defendant's own written words to DGP's owner, Geberth, confirms multiple times two things. First, that she did in fact receive \$600 a week in compensation [P-Ex# 266 at P-TR03641 and P-TR03643]. Second, and more important, Defendant's written words show that Defendant was not satisfied with \$600 a week and believed she was entitled to more as compensation for "running" DGP [P-Ex# 266 at P-TR03641 and P-TR03643].

While the salary paid by DGP to Defendant is not included⁴ in the calculation of damages sought from DGP from Defendant [Doc. 720; April 29, 2022 P61/L3-9], Defendant's employment relationship with DGP is important as it provided access to

³ Geberth was not aware that Defendant had applied for or had been approved for disability benefits [April 29, 2022 T @ P 60/L20-P61/L2].

⁴ Likewise, the damages tally does not include the items listed at Exhibit "F" to the complaint (Payments Made to Merchant Accounts that Were Not Deposited in Synovus Bank Account) [August 29, 2022 T @ P158/L12 -Page 159/Line 7].

DGP's books. Defendant's intimate relationship with DGP's owner provided opportunity to successfully embezzle funds from DGP and cover them up for years. Defendant's employment at DGP also provided Defendant multiple opportunities to plan the embezzlement and conceal the transactions so well that it would take the efforts of an expert forensic accountant to decipher the methodology and track the transactions.

It did not help that Defendant consistently misrepresented the facts in this matter. Defendant purposefully and maliciously fabricated discovery disputes and facts with the intent to mislead this Court. Defendant in a repeated effort to deflect the attention from her misconduct⁵, hurled insults and false accusations to DGP and its counsel. Defendant went as far as to accuse DGP's counsel of removing documents from production and committing a fraud upon the Court. An accusation which, as the many others made by Defendant, was found to be false, unfounded, and without merit. Not to mention the fact that Defendant has made a mockery of the justice system and these proceedings by representing on her social media platform inaccurate facts about the proceedings, rulings of this Court and what the evidence presented has proven; that Defendant without a

⁵ We urge this Court to consider as an example the extraordinary efforts DGP's counsel had to go through to get the email exchange between the parties reflected at P-Ex# 266 admitted as an exhibit at trial. Defendant denied drafting and sending the emails for years, knowing all along that she did in fact write and send the emails. When confronted with the fact that portions of the chain of emails were included in her own exhibits [See D-Ex# 6 and 7] Defendant then concocted a story that the emails that Geberth sent were accurate, but that the emails Defendant had allegedly sent had been altered. Defendant attempted to convince this Court that she wrote everything in the emails EXCEPT the references to her compensation despite the fact that the emails were clearly on its face successively responsive to each other in the email chain. All in a weak attempt to hide the fact that Defendant did in fact receive compensation for the tasks she completed at DGP while collecting disability payments from the State of Florida. Counsel for DGP had to track the metadata for each communication, obtain the IP Address Location, which tied the sender to Palm Harbor where the Defendant resided at the time [See P-Ex # 287 admitted as Demonstrative Aid] and even then, when confronted with the truth in plain black and white she then challenged the admission of the document without nothing more than a spew of lies.

doubt embezzled \$111,452.08. Defendant has also consistently manipulated proceedings with the intent of costing DGP's owner great financial loss all to prevent her lies and deceit from seeing the light of day.

DAMAGES AS A RESULT OF DEFENDANT'S EMBEZZLEMENT

DGP suffered a loss of \$42,183.13 as a result of Defendant's use of DGP funds from the DGP Synovus account. See detailed summary of the Synovus expenses attached hereto as Exhibit "B⁶".

DGP suffered a loss of \$28,613.62 as a result of Defendant's unauthorized use of DGP's American Express card. See detailed summary of the American Express card expenses attached hereto as Exhibit "C".

DGP suffered a loss of \$36,285.45 as a result of Defendant's misappropriation of checks that Defendant forged in order to (1) pay third party vendors for her benefit; and (2) also pay herself above and beyond the \$600 a week⁷ she was already receiving in compensation for her work at DGP. See detailed summary of the checks paid for Defendant's benefit attached hereto as Exhibit "E".

Finally, DGP also suffered a loss of \$4,369.88 as a result of Defendant's misappropriation of checks that she forged in order to obtain a membership for her and her family for Innisbrook. See detailed summary of the checks for Innisbrook attached hereto as Exhibit "G".

⁶ Exhibits "A", "D", and "F" are intentionally skipped to consistently mirror the exhibits attached to and referenced in the Adversary Complaint.

⁷ Exhibit "D" reflects the \$600 a week compensation Defendant received from DGP. This amount is not included in the calculation of damages [Doc. 720].

The total sum of damages which Defendant stole from DGP is \$111,452.08. The aforementioned damages do not include the losses as a result of Defendant's stealing of DGP products to sell and retain the proceeds from the sale of those products. Likewise, excluded⁸ are many other transactions that DGP has conceded to because the "juice is not worth the squeeze" [Doc. 720].

EFFORTS TO CONCEAL HER EMBEZZLEMENT DEMONSTRATE HER MALICIOUS INTENT

A debt is nondischargeable pursuant to 11 U.S.C. § 523(a)(6) if it is a debt for a willful and malicious injury by the debtor to another entity or its property. *In re McClung*, 335 B.R. 466, 472 (Bankr. M.D. Fla. 2005) (citing *Kawaauihau v. Geiger*, 523 U.S. 57 (1998)). Under Section 523(a)(6), the creditor must establish: (1) willful conduct, (2) malice, and (3) causation. *Id.* Thus, a party objecting to a debtor's discharge must show that the debt arose from an injury that was both willful and malicious. *Id.* A debtor is responsible for a 'willful' injury when he or she commits an intentional act the purpose of which is to cause injury or which is substantially certain to cause injury.' *Id.* at 474.

An injury is "malicious" if it is wrongful and without just cause or excessive even in the absence of personal hatred, spite or ill-will. *In re Saks*, 2022 WL 18273886 (Bankr. M.D. Fla. 2022). Malice may be implied if the nature of the act itself implies a sufficient degree of malice. *In re Ikner*, 883 F. 2d 986 (11th Cir. 1989); see also, *In re Jennings*, 670 F. 3d 1329, 1334 (11th Cir. 2012) (holding that debtor also committed a malicious injury because the injury was wrongful, without just cause, and excessive). In determining the

⁸ In addition, DGP has removed ALL of the Sunpass related expenses as stipulated to during trial.

defendant's subjective intent, the defendant's knowledge or belief may be proven not only by her admissions, but also by circumstantial evidence tending to establish what defendant knew and did when taking the injury producing actions. *In re Saks*, 2022 WL at *8-9 (Bankr. M.D. Fla. 2022)

The very nature of Defendant's actions implies a malefic intent. Defendant in this matter took affirmative steps to conceal her misappropriation of funds. Once the creditor presents circumstantial evidence of an intent to deceive, a debtor "cannot overcome that inference with an unsupported assertion of honest intent." *Hendry*, 428 B.R. at 78 (internal quotations and citations omitted). "Instead, the court should consider whether the [debtor's] actions appear so inconsistent with [her] self-serving statement of intent that the proof leads th[e] court to disbelieve the debtor." *Id.* (internal quotations and citations omitted). *In re Cunningham*, 482 B.R. 444, 448 (Bankr. N.D. Ala. 2012)

First, Defendant's use of multiple email addresses allowed her the ability to create and sign in to various Intuit accounts and third party vendors providing the perfect cover⁹ for her unauthorized transactions [P-Ex# 265 at 35].

Second, the creation of multiple Intuit accounts permitted Defendant to conduct transactions solely for her benefit without the knowledge and/or supervision of DGP. Defendant herself states that Geberth was unable to tend to the day-to-day business matters because he was often under the influence of drugs [April 25, 2022 T @ P119/L1-7 and P129/L11-17]. As Defendant was aware, each Intuit account opened allowed

⁹ Not to mention Defendant's obtaining and selling DGP merchandise to third parties under an alias where the payment for the goods went to her daughter's personal PayPal account [P-Ex## 187, 188 and 265 at P41-44, and Conversion Chart at P142].

Defendant another opportunity to learn more about the program features and consequently, provided her additional skills to cover up her unauthorized use of DGP funds. [Doc. 450¹¹ P 193 of 2155].

Defendant created a total of 7 Intuit/QuickBooks accounts [P-Ex# 265 at 97]. [August 29, 2022 T@ P91/L9-22]. It was through the use of the various Intuit accounts that Defendant was able to pay her personal credit cards by issuing payments and checks to the vendors and then disguising¹⁰ them by renaming and/or relabeling the vendor to another commonly known DGP vendor. It also allowed Defendant to create, print and issue checks offsite with a forged signature.

Third, Defendant created a fake Intuit profile as an accountant user, i.e., Marca Schulz [Doc. 450¹¹ at P1211 of 2155]. Under the fake profile of Marca Schulz, designated as an accountant user in QuickBooks (Intuit), Defendant had additional privileges that allowed Defendant to undo entire reconciliations¹², reclassify transactions and write off invoices. Privileges that no other classification of user in Intuit would have.

None of these schemes would have been necessary had DGP and/or Geberth truly agreed to provide these goods and services to Defendant as Defendant now conveniently

¹⁰ DGP presented several payments and checks concealed in this fashion during trial. For example, see Audit Trail for check 1925 paid to Defendant's Merrick Bank credit card but inputted into QuickBooks as a payment made to Welltek [P-Ex#248]; Audit Trail for check 2027 paid to Defendant's Best Buy credit card but inputted into QuickBooks as a payment made to Innisbrook Salamander Advertisement [P-Ex#247]; Audit Trail for check 1961 paid to Defendant's Merrick Bank credit card but inputted into QuickBooks as a payment for Website Renewals [P-Ex#248] to name a couple.

¹¹ Admitted into evidence as D-Ex# 133.

¹² In fact, Defendant does just that as the very first transaction that Defendant accomplished under the alias of Marca Schulz at 08:19:34 PM PDT is "Undo the Reconciled Account: Synovus Bank" which essentially removes all transactions downloaded from the bank account and thus hiding all true vendors from the account [Doc. 450¹¹ at P1211 of 2155].

alleges. Moreover, only Defendant and her family benefitted from the transactions completed using Defendant's cover up schemes.

Defendant's Scheme with Multiple Methods of Concealment Helped Defendant Hide her Misappropriation of Goods and Funds for Years

Defendant used multiple schemes to cover up her unauthorized behavior and remain undetected which allowed Defendant to continue to steal from DGP for an astonishing length time, to wit: four years. Had Geberth and Defendant not ended their romantic relationship forcing Geberth to reconcile DGP's books, there is no telling how much longer Defendant would have continued to pilfer DGP's coffers.

During the four years of the ongoing embezzlement, Defendant utilized and/or was associated with a total of 11 emails [P-Ex# 265 at 35]. Some emails were used to create new online Intuit accounts. Other emails were used to set up her multiple PayPal and Amazon accounts. It took extraordinary effort to corroborate the email addresses used by Defendant. At every turn Defendant denied ownership of email addresses and further concocted stories in an attempt to convince the Court that Geberth somehow had accessed her email account and created fake Intuit accounts to frame her.

Such rhetoric is ridiculous and presented to this Court by Defendant without a scintilla of evidence. There is nothing to be gained by Geberth in creating multiple Intuit accounts. On the contrary, the creation of multiple Intuit accounts was part of Defendant's calculated scheme to create the perfect smoke and mirrors to detract attention from her embezzlement. Furthermore, Defendant's actions have created a spiderweb of misfeasance that has hindered DGP's ability to assess the true damages

suffered and caused DGP to suffer even more damages in attorney's fees and costs to untangle. It is without a doubt that such confusion and chaos benefits no one more than Defendant. It is Defendant who has been able to receive compensation above and beyond the amounts agreed to by DGP for her work at the company. That is because Defendant received her agreed upon salary from DGP PLUS more than \$111,525.89 in good and services for her benefit. Defendant has been enriched on DGP's dime over the years, all while defrauding the federal government and collecting social security benefits for her alleged inability to work¹³.

For example, Intuit Account ending in 0709 was created by using Defendant's email account of faithantonio40@gmail.com under the alias of Elisabeth Martin [April 26, 2022 T @P31/L5-8; August 29, 2022 T @ P94/L3- P95/L4; and Doc. 450¹¹ at P28 of 2155]. It is undisputed that once an email is linked to the creation of an Intuit account, Intuit sends a confirmation email to the email that was used to create the account. It is also undisputed that faithantonio40@gmail.com was Defendant's email, Defendant admitted herself to the use of that email [June 17, 2022 T @ P40/L2-11]. Thus, only Defendant would have received the authenticating email to open the online Intuit account [August 29, 2022 T @P94/L22-24].

¹³ We would be remiss if we did not mention that not only has Defendant performed tasks for DGP [April 29, 2022 T @ P61/L10-22] that involved data entry [April 25, 2022 T @ P134/L13-17], managing QuickBooks accounts [May 2, 2022 T @ P17/L5-24]; website building [April 25, 2022 T @P142/L18-24] [P-Ex# 266 at P-TR03641], and design of logos [April 25, 2022 T @ P139/L23-P140/L8]. Also, incorporation of businesses for herself and family members [April 27, 2022 T @ P132/L3-P137/L4] to mention a few administrative tasks. Moreover, as Defendant has repeatedly told this Court and flaunted on her various social media platforms, Defendant has done all the legal research, computer work, drafting, filing and other legal assistant/paralegal like work in representing herself in this matter. Defendant has also (by her own testimony) put in thousands of hours in litigating this matter. Certainly, at the very least Defendant has demonstrated that she has the capacity of working at a job doing administrative tasks.

Defendant's sole access to alternate Intuit accounts also afforded her an opportunity to print checks off site. An opportunity Defendant took full advantage of. Defendant printed several checks to pay for goods and services for the benefit of herself or her family members. The checks created from the alternate Intuit accounts had signatures that appear to be identical duplicated signatures. The duplication of signatures is readily observable to the naked eye by simply interposing one check on top of the other a lay person can observe that the signature is placed on the same exact location on each check with the same spacing between the line and signature [P-Ex# 265 at P 102-111¹⁴ (Exhibit 19 to the Expert Report) and Doc. 1048-1¹⁵ at P 72-75] An impossible feat for any person signing any document as there is always a natural variation in everyone's writing.

How "Marca Schulz" Benefited Defendant

Defendant created Marca Schulz's accountant profile on August 16, 2018 at 06:27:45 PM PDT by using her email address of faemny33@gmail.com [Doc. 450¹¹ at P1213 of 2155]. The email address of faemny33@gmail.com is an email address that belongs to Defendant. Defendant denies that this is one of her many email addresses because to admit as much would be akin to admitting her extensive efforts to cover up her embezzlement of funds from DGP. Defendant's repeated misrepresentations during the litigation of this case is clear evidence that Defendant is not credible. Defendant cannot hide from the fact that faemny33@gmail.com was a verified address used and linked to her personal PayPal account [P-Ex#190 at P-TR01399; and P-Ex# 265 at P37].

¹⁴ See checks numbered 1963, 1961, 1964, 1965, 1968, 1973, 1974, 1975, 1979, and 2001.

¹⁵ Complete catalogue of checks admitted into evidence as D-Ex# 136.

Moreover, the selection of the name Marca Schulz was also deliberate. There are no accountants registered in the state of Florida under the name of Marca Schulz [August 29, 2022 T @P97/L2-8; June 17, 2022 T @P50/L23-P51/L5; and P-Ex# 265 at P39] Defendant's favorite DJ is Markus Schulz [April 26, 2022 P122/L7-16 and P-Ex# 285]. Under the alias of Marca Schulz, Defendant edited many transactions to conceal that she had issued many checks to vendors for her benefit without the consent of DGP or its owner Geberth. Marca Schulz edited many transactions to the benefit of Defendant and to detriment of DGP. If Defendant was in a relationship where Defendant believed she had free reign, Defendant would have had no motivation to miscode any transactions.

It is important to note the following chronology:

- On August 16, 2018 at 01:42:34 PN PDT the Online Banking **Automatically is Updated** and Synovus Bank transactions are downloaded into the QuickBooks account [Doc. 450¹¹ at P1214];
- On August 16, 2018 at 06:27:45 PM PDT confronted with the realization that the QuickBooks account has now reconciled all checks created on the alternate QuickBooks online account that have now been cashed at Synovus into the main desktop QuickBooks account, Defendant signs in using her email of faemny33@gmail.com to create an accountant user that can erase the transactions downloaded by the now reconciled bank account in one sweep [Doc. 450¹¹ at P. 1213 of 2155]. Defendant knew that Geberth usually met with the true accountant for DGP, Cohen & Grieb, in the fall and that Geberth would be discussing any uncategorized expenses with the accountant [May 2, 2022 T @ P15/L15-20].

- On August 16, 2018 at 08:14:01 PM PDT Defendant then edits the user to include Marca Schulz as a certified public accountant [Doc. 450¹¹ at P 1211 of 2155].
- On August 16, 2018 at 08:14:46 PM PDT Defendant logs in as Marca Schulz for the very first time [Doc. 450¹¹ at P 1211 of 2155].
- On August 16, 2018 at 08:19:34 PM PDT **the very first task Defendant completes** under her alias Marca Schulz is to undo the reconciliation of the Synovus Bank statement with the QuickBooks account [Doc. 450¹¹ at P 1211 of 2155].
- On August 16, 2018, Defendant proceeds to edit all the transactions in an effort to conceal substantial funds Defendant has embezzled and more important hide the forged checks she has issued and have been cashed for her benefit [Doc. 450¹¹ at P. 1203 to 1211]. For example:
 - Check 1912 for \$988 payable to Tech ID for Defendant's son summer camp but edited to falsely reflect that the check payable to Welltek [Doc. 450¹¹ at P1204 of 2155 and Doc. 1048-1¹⁵ at P65 of 99];
 - Check 1912 for \$988 payable to Tech ID for Defendant's son summer camp but edited to falsely reflect that the check payable to Welltek [Doc. 450¹¹ at P1204 of 2155 and Doc. 1048-1¹⁵ at P65 of 99];
 - Check 1929 for \$800 payable to Defendant but edited to falsely reflect that the check was payable to W [Doc. 450¹¹ at P1204 of 2155 and Doc. 1048-1¹⁵ at P66 of 99];
 - Check 1933 for \$800 payable to Defendant but no vendor entered on audit trail [Doc. 450¹¹ at P1206 of 2155 and Doc. 1048-1¹⁵ at P67 of 99];

- Check 1939 for \$800 payable to Defendant no vendor entered on audit trail [Doc. 450¹¹ at P1207 of 2155 and Doc. 1048-1¹⁵ at P67 of 99];
- Check 1940 for \$800 payable to Defendant but edited to falsely reflect that the check was payable to W [Doc. 450¹¹ at P1207 of 2155 and Doc. 1048-1¹⁵ at P68 of 99];
- Check 1941 for \$800 payable to Defendant but edited to falsely reflect that the check was payable to W [Doc. 450¹¹ at P1207 of 2155 and Doc. 1048-1¹⁵ at P68 of 99];
- Check 1945 for \$800 payable to Defendant but edited to falsely reflect that the check was payable to W [Doc. 450¹¹ at P1208 of 2155 and Doc. 1048-1¹⁵ at P68 of 99];
- Check 1925 for \$1,100 payable to Merrick Bank but edited to falsely reflect that the check was payable to Welltek [Doc. 450¹¹ at P1204 of 2155 and Doc. 1048-1¹⁵ at P66 of 99];
- Check 1909 for \$600 payable to Innisbrook which Defendant told Geberth it was a fee for advertising when in fact it was a family membership for Defendant's family [April 29, 2022 T @P79/L20-P80/L4 Doc. 450¹¹ at P1206 of 2155; Doc. 1048-1¹⁵ at P64 of 99; and P-Ex# 174]; and
- Deleted several Amazon Payments [Doc. 450¹¹ P. 1964 of 2155].

To name a few.

- On August 31, 2018 at 10:38:41 AM PDT Defendant then deleted the Marca Schulz profile [Doc. 450¹¹ at P 1197 of 2155]. By then Marca Schulz has served her purpose and served it well.

It is important to note that from August 16, 2018 to August 31, 2018, Marca Schulz performed no other tasks in QuickBooks. More importantly, the sum total of Marca Schulz edited transactions provided a cover up of \$17,166.99¹⁶ worth of transactions, ALL for Defendant's sole benefit [Doc. 450¹¹ at P1203 to 1211].

The creation of Marca Schulz as an Accountant in DGP's online Intuit profile benefited no one but Defendant. The audit logs reflect the dates on which these transactions took place as they unfolded in real time. If this profile was created by Geberth, or anyone else at DGP, to "frame Defendant" as Defendant repeatedly claims, they would have been created post break up (after November 2019) when Geberth and/or DGP learned of the embezzlement and not on August 16, 2018 when in fact Defendant added Marca Shulz as a user [Doc. 450¹¹ P 1211 and 1213 of 2155]. The user Marca Schulz was deleted as a user just 15 days later (on August 31, 2018) after Defendant had succeeded in hiding her tracks [Doc. 450¹¹ at P 1197 of 2155].

Defendant's Affirmative Defenses are Not Applicable

First Affirmative Defense - Consent

Of the many affirmative defenses asserted by Defendant, only a few remain. Defendant's First Affirmative Defense claiming that Defendant had the consent of DGP's

¹⁶ This total does not include the edited payments to the corporate American Express that within one month alone totaled \$7,428 [Doc. 450¹¹ at P1210 of 2155].

owner, Geberth, to raid DGP's till at the tune of \$111,525.89 for her benefit. There is no evidence that Geberth or anyone else at or on behalf of DGP consented to Defendant's use of DGP funds to pay for personal expenses for Defendant and her family. Despite Defendant's repeated self-serving statements that Geberth consented to all the funds she took from DGP, Defendant has not produced a single email, text message, call log, love letter, note, online or social media platform exchange, not even a post it note, wherein Geberth expresses his consent, permission and/or approval of any of the purchases made by Defendant using DGP funds.

Regardless, consent is not applicable in cases of embezzlement. A Chapter 7 debtor is generally entitled to a discharge of all debts that arose prior to the filing of the bankruptcy petition." *In re Mitchell*, 633 F. 3d 1319, 1326 (11th Cir. 2011) (citing 11 U.S.C. § 727(b)). "However, this 'fresh start' policy is only available to the 'honest but unfortunate debtor.'" *Id.* (quoting, *In re Fretz*, 244 F. 3d 1323, 1326 (11th Cir. 2001)). "To ensure that only the honest but unfortunate debtors receive the benefit of discharge, Congress enacted several exceptions to § 727(b)'s general rule of discharge." *Id.* Emphasis added. Section 523 contains a list of such exceptions that will bar a discharge; however, "section 523 must be narrowly construed, and the creditor has the burden of proving by a preponderance of the evidence that an exception to discharge applies." *In re Cunningham*, 482 B.R. 444, 447 (Bankr. N.D. Ala. 2012) (citing *In re Bullock*, 670 F. 3d 1160, 1164 (11th Cir. 2012).

Embezzlement has been long defined for dischargeability purposes as "the fraudulent appropriation of property by a person to whom such property has been

entrusted, or into whose hands it has lawfully come.” *Moore v. United States*, 160 U.S. 268 (1895). Therefore, **embezzlement differs from larceny** only in that the initial taking of the property was lawful, or with the owner's consent.” *In re Cunningham*, 482 B.R. 448. Emphasis added.

Even if consent was an element to consider in embezzlement claims, it is clear that DGP and/or Geberth did not consent to Defendant’s unlimited use of DGP’s assets, income and products to benefit Defendant, Defendant’s parents, Defendant’s sister and/or Defendant’s children. While it is true that DGP provided Defendant an American Express, that American Express was to be used for business purchases only [May 2, 2022 T @P18/L6-23; June 16, 2022 T @ P87/L2-11]. Likewise, Defendant’s use of the funds available in DGP’s Synovus account was limited to her salary [May 2, 2022 T @P51/L22-P52/L4].

Had DGP authorized the use of the bank funds held in the Synovus bank account for Defendant’s personal expenses, Geberth would have signed all of the checks authorizing payment to third party vendors for Defendants benefit. Instead, Defendant forged Geberth’s signature on the checks and then had to create various alternative Intuit accounts to conceal the transactions which in turn required an alter ego accountant to manipulate the program and conceal the transactions.

It did not help that Geberth was trusting of Defendant and was mostly focused on the designing and manufacturing side of the business instead of the administration¹⁷

¹⁷ Defendant herself recognized that Geberth spent most of his time building and designing shifters while she was sitting “in the office alone most of the day” [P-Ex# 266 at TR03641].

[June 16, 2022 T @ P87/L7-11]. An error that cost Geberth thousands of dollars and certainly taught him a lesson that will not soon be forgotten.

SEVENTH AFFIRMATIVE DEFENSE – NO FIDUCIARY DUTY

Defendant asserts as her Seventh Affirmative Defense that DGP has failed to show that there is a work relationship that created a fiduciary duty. First, the evidence clearly supports that Defendant worked for DGP. Regardless, this affirmative defense is not applicable. Unlike defalcation while acting in a fiduciary capacity, 11 U.S.C. Section 523(a)(4) does not require the existence of a fiduciary relationship in order to establish that a debt created by an act of embezzlement is nondischargeable. *In re Kelley*, 84 B.R. 225, 231 (Bankr. M.D. Fla. 1988). *Id.* See also, *In re Magpusao*, 265 B.R. 492, 497 (Bankr. M.D. Fla. 2001).

TWELFTH [SIC] DEFENSE - FAILURE TO COMPLY WITH CONDITION PRECEDENT

Defendant's Twelfth Affirmative Defense for DGP's alleged failure to comply with the condition precedent of notice is a red herring and inapplicable. DGP provided to Defendant on February 5, 2020 a Civil Theft Notice and Demand. That same Civil Theft Notice and Demand was attached to the complaint filed on April 2, 2020 and served upon Defendant on April 27, 2020 in the Theft Claim.

DGP also issued a second demand letter to Defendant's then counsel, Brendan Riley on August 13, 2020 at 5:12 p.m.¹⁸ which was attached as Exhibit "H" in the Adversary Claim.

¹⁸ On August 7, 2020 mailed to Defendant a demand letter and on August 13, 2020 DGP mailed an amended demand letter both via certified mail, return receipt requested. As expected, Defendant refused receipt of the letters to now claim that she did not receive the letters.

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

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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 RACIN

Exhibit B-Synovus Bank Account - Charges/Purchases			
<u>Date</u>	<u>Vendor</u>	<u>Amount</u>	<u>Notes/Source</u>
2015			
1/5/2015	Exxon Mobil	\$7.03	Plaintiff Exhibit 40
1/12/2015	Home Depot	\$336.15	Plaintiff Exhibit 40
1/12/2015	Staples	\$124.87	Plaintiff Exhibit 40
1/13/2015	Staples	\$55.60	Plaintiff Exhibit 40
1/30/2015	Quill	\$2.14	Plaintiff Exhibit 40
1/30/2015	Quill	\$2.41	Plaintiff Exhibit 40
1/30/2015	Quill	\$86.65	Plaintiff Exhibit 40
2/2/2015	Quill	\$5.09	Plaintiff Exhibit 41
2/2/2015	Quill	\$6.43	Plaintiff Exhibit 41
2/10/2015	Lowe's	\$14.49	Plaintiff Exhibit 41
2/10/2015	Lowe's	\$17.10	Plaintiff Exhibit 41
2/10/2015	Lowe's	\$21.37	Plaintiff Exhibit 41
2/10/2015	Lowe's	\$10.68	Plaintiff Exhibit 41
2/11/2015	Home Depot	\$33.04	Plaintiff Exhibit 41
2/11/2015	Home Depot	\$89.18	Plaintiff Exhibit 41
2/12/2015	Home Depot	\$1.28	Plaintiff Exhibit 41
2/12/2015	Home Depot	\$141.15	Plaintiff Exhibit 41
2/12/2015	Home Depot	\$30.94	Plaintiff Exhibit 41
3/6/2015	Quill	\$87.17	Plaintiff Exhibit 42
4/20/2015	Toys R Us	\$195.12	Plaintiff Exhibit 43
4/27/2015	Sunoco	\$32.44	Plaintiff Exhibit 43
5/12/2015	Verizon	\$200.00	Plaintiff Exhibit 44
6/2/2015	Redbox	\$6.42	Plaintiff Exhibit 46
8/28/2015	Amazon	\$25.79	Plaintiff Exhibit 46
8/28/2015	Amazon	\$147.06	Plaintiff Exhibit 46
8/28/2015	Quill	\$95.21	Plaintiff Exhibit 46
8/31/2015	Dunkin Donuts	\$10.23	Plaintiff Exhibit 46
9/3/2015	QUILL	\$42.98	Plaintiff Exhibit 47
9/10/2015	Amazon	\$21.82	Plaintiff Exhibit 47
9/10/2015	Amazon	\$26.76	Plaintiff Exhibit 47
9/15/2015	Happy Nails	\$40.00	Plaintiff Exhibit 47
9/15/2015	Amazon	\$23.53	Plaintiff Exhibit 47
9/17/2015	Adobe Creative Cloud	\$19.99	Plaintiff Exhibit 47
9/23/2015	Quill	\$44.72	Plaintiff Exhibit 47
9/28/2015	Busch Gardens	\$54.14	Plaintiff Exhibit 47
9/28/2015	Busch Gardens	\$5.98	Plaintiff Exhibit 47
10/2/2015	Speedway	\$20.00	Plaintiff Exhibit 48
10/5/2015	Adobe Creative Cloud	\$19.99	Plaintiff Exhibit 48
10/5/2015	Little Greek	\$11.75	Plaintiff Exhibit 48
10/7/2015	Quill	\$48.64	Plaintiff Exhibit 48
10/8/2015	Amazon	\$6.76	Plaintiff Exhibit 48
10/13/2015	The Freaki Tiki Bar	\$96.00	Plaintiff Exhibit 48

10/16/2015	Speedway	\$21.92	Plaintiff Exhibit 48
10/19/2015	Ikea	\$18.33	Plaintiff Exhibit 48
10/26/2015	Lifeway	\$74.58	Plaintiff Exhibit 48
10/26/2015	Best Buy	\$190.07	Plaintiff Exhibit 48
11/4/2015	McDonald's	\$7.16	Plaintiff Exhibit 49
11/4/2015	Adobe Creative Cloud	\$19.99	Plaintiff Exhibit 49
11/12/2015	Amazon	\$12.75	Plaintiff Exhibit 49
11/12/2015	USPS	\$165.89	Plaintiff Exhibit 49
11/12/2015	Petsmart	\$24.61	Plaintiff Exhibit 49
11/19/2015	Amazon	\$4.00	Plaintiff Exhibit 49
11/19/2015	Amazon	\$32.39	Plaintiff Exhibit 49
11/23/2015	Speedway	\$29.28	Plaintiff Exhibit 49
12/1/2015	Amazon	\$111.55	Plaintiff Exhibit 50
12/2/2015	Amazon	\$32.09	Plaintiff Exhibit 50
12/3/2015	Amazon	\$13.36	Plaintiff Exhibit 50
12/4/2015	Adobe Creative Cloud	\$19.99	Plaintiff Exhibit 50
12/10/2015	Target	\$228.57	Plaintiff Exhibit 50
12/14/2015	QUILL	\$57.15	Plaintiff Exhibit 50
12/17/2015	Speedway	\$27.97	Plaintiff Exhibit 50
12/18/2015	Amazon	\$186.16	Plaintiff Exhibit 50
12/18/2015	Target	\$119.82	Plaintiff Exhibit 50
12/18/2015	Amazon	\$9.91	Plaintiff Exhibit 50
12/21/2015	Amazon	\$25.00	Plaintiff Exhibit 50
12/21/2015	Amazon	\$32.12	Plaintiff Exhibit 50
12/21/2015	Target	\$83.29	Plaintiff Exhibit 50
12/22/2015	Walmart	\$105.90	Plaintiff Exhibit 50
12/23/2015	Amazon	\$26.04	Plaintiff Exhibit 50
12/24/2015	CVS	\$272.60	Plaintiff Exhibit 50
12/24/2015	CVS	\$40.00	Plaintiff Exhibit 50
2016			
1/4/2016	Adobe Creative Suite	\$29.99	Plaintiff Exhibit 51
1/5/2016	Microsoft Office	\$99.99	Plaintiff Exhibit 51
1/15/2016	MRS Associates	\$143.09	Plaintiff Exhibit 51
1/26/2016	Petco	\$83.38	Plaintiff Exhibit 51
2/1/2016	Pier 1 Imports	\$225.34	Plaintiff Exhibit 52
2/1/2016	Target	\$41.31	Plaintiff Exhibit 52
2/3/2016	Pier 1 Imports	\$940.43	Plaintiff Exhibit 52
2/3/2016	Office Depot	\$59.87	Plaintiff Exhibit 52
2/3/2016	The Cat Hospital	\$520.70	Plaintiff Exhibit 52
2/3/2016	Exxon Mobil	\$39.52	Plaintiff Exhibit 52
2/4/2016	Pier 1 Imports	\$548.50	Plaintiff Exhibit 52
2/4/2016	Adobe Creative Cloud	\$29.99	Plaintiff Exhibit 52
2/4/2016	Amazon	\$58.93	Plaintiff Exhibit 52
2/5/2016	Pier 1 Imports	\$227.10	Plaintiff Exhibit 52
2/8/2016	Pier 1 Imports	\$288.74	Plaintiff Exhibit 52

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

4/18/2016	Amazon	\$4.10	Plaintiff Exhibit 54
4/18/2016	Amazon	\$100.66	Plaintiff Exhibit 54
4/18/2016	Amazon	\$34.64	Plaintiff Exhibit 54
4/18/2016	Amazon	\$30.88	Plaintiff Exhibit 54
5/2/2016	QUILL	\$180.83	Plaintiff Exhibit 55
5/4/2016	Adobe Creative Cloud	\$29.99	Plaintiff Exhibit 55
5/9/2016	Happy Nails	\$27.00	Plaintiff Exhibit 55
5/10/2016	Amazon	\$6.54	Plaintiff Exhibit 55
5/11/2016	Amazon	\$15.09	Plaintiff Exhibit 55
5/11/2016	Amazon	\$29.62	Plaintiff Exhibit 55
5/11/2016	Winn-Dixie	\$188.08	Plaintiff Exhibit 55
5/12/2016	Target	\$40.00	Plaintiff Exhibit 55
5/12/2016	Target	\$74.40	Plaintiff Exhibit 55
5/12/2016	Petsmart	\$15.00	Plaintiff Exhibit 55
5/13/2016	Amazon	\$65.67	Plaintiff Exhibit 55
5/16/2016	Amazon	\$6.84	Plaintiff Exhibit 55
5/26/2016	Amazon	\$78.10	Plaintiff Exhibit 55
6/6/2016	Adobe Creative Cloud	\$29.99	Plaintiff Exhibit 56
6/20/2016	Target	\$65.70	Plaintiff Exhibit 56
6/20/2016	Ross	\$62.00	Plaintiff Exhibit 56
6/24/2016	Amazon	\$54.00	Plaintiff Exhibit 56
6/27/2016	Amazon	\$11.69	Plaintiff Exhibit 56
6/27/2016	Amazon	\$45.27	Plaintiff Exhibit 56
6/30/2016	Amazon	\$40.16	Plaintiff Exhibit 56
6/30/2016	Amazon	\$41.11	Plaintiff Exhibit 56
7/1/2016	Amazon	\$7.45	Plaintiff Exhibit 57
7/5/2016	American Express	\$600.00	Plaintiff Exhibit 57
7/11/2016	Paypal	\$480.00	Plaintiff Exhibit 57
8/3/2016	Winn-Dixie	\$302.37	Plaintiff Exhibit 58
8/11/2016	QUILL	\$56.16	Plaintiff Exhibit 58
8/12/2016	Target	\$53.95	Plaintiff Exhibit 58
8/18/2016	Target	\$42.97	Plaintiff Exhibit 58
8/24/2016	Sam's Club	\$187.94	Plaintiff Exhibit 58
9/12/2016	Happy Nails	\$114.00	Plaintiff Exhibit 59
9/20/2016	Target	\$72.09	Plaintiff Exhibit 59
10/11/2016	Dropbox	\$9.99	Plaintiff Exhibit 60
10/19/2016	Winn-Dixie	\$91.61	Plaintiff Exhibit 60
10/24/2016	Target	\$25.00	Plaintiff Exhibit 60
10/24/2016	Target	\$68.60	Plaintiff Exhibit 60
11/14/2016	Dropbox	\$9.99	Plaintiff Exhibit 61
12/12/2016	Dropbox	\$9.99	Plaintiff Exhibit 62
12/19/2016	Walmart	\$25.59	Plaintiff Exhibit 62
12/19/2016	Sam's Club	\$171.43	Plaintiff Exhibit 62
12/19/2016	Walmart	\$32.77	Plaintiff Exhibit 62
12/19/2016	Cacciatore Bros.	\$68.04	Plaintiff Exhibit 62

2017			
1/17/2017	Instacart	\$60.81	Plaintiff Exhibit 63
1/30/2017	Winn-Dixie	\$101.87	Plaintiff Exhibit 63
2/16/2017	M Beauty	\$14.03	Plaintiff Exhibit 64
2/24/2017	Publix	\$90.85	Plaintiff Exhibit 64
2/27/2017	Target	\$124.60	Plaintiff Exhibit 64
3/8/2017	Fiverr.com	\$11.00	Plaintiff Exhibit 65
3/8/2017	Superstar Hair	\$200.00	Plaintiff Exhibit 65
3/10/2017	Sally Beauty	\$23.80	Plaintiff Exhibit 65
3/10/2017	Fiverr.com	\$52.50	Plaintiff Exhibit 65
3/23/2017	Walgreens	\$183.86	Plaintiff Exhibit 65
3/31/2017	Best Buy (Faith Credit Card)	\$500.00	Plaintiff Exhibit 65
4/4/2017	Best Buy (Faith Credit Card)	\$500.00	Plaintiff Exhibit 66
4/5/2017	Walmart	\$191.53	Plaintiff Exhibit 66
4/11/2017	Best Buy (Faith Credit Card)	\$500.00	Plaintiff Exhibit 66
4/17/2017	Publix	\$127.87	Plaintiff Exhibit 66
5/1/2017	Culvers	\$6.40	Plaintiff Exhibit 67
5/1/2017	Best Buy (Faith Credit Card)	\$500.00	Plaintiff Exhibit 67
5/4/2017	Best Buy (Faith Best Buy Credit Card)	\$500.00	Plaintiff Exhibit 67
5/9/2017	New Port Richey Nissan	\$469.61	Plaintiff Exhibit 67
5/19/2017	Best Buy (Faith Credit Card)	\$983.17	Plaintiff Exhibit 67
5/22/2017	ID Tech	\$500.00	Plaintiff Exhibit 67
5/23/2017	Walgreens	\$109.42	Plaintiff Exhibit 67
5/30/2017	Silkys	\$192.58	Plaintiff Exhibit 67
5/31/2017	Winn-Dixie	\$124.86	Plaintiff Exhibit 67
5/31/2017	CVS	\$6.76	Plaintiff Exhibit 67
6/7/2017	CVS	\$35.15	Plaintiff Exhibit 68
6/8/2017	Best Buy (Faith Credit Card)	\$946.46	Plaintiff Exhibit 68
6/9/2017	Quill Corporation	\$335.01	Plaintiff Exhibit 68
6/14/2017	CVS	\$87.49	Plaintiff Exhibit 68
6/19/2017	Target	\$169.44	Plaintiff Exhibit 68
6/21/2017	Flipgive USA Football	\$50.00	Plaintiff Exhibit 68

6/26/2017	Fiverr.com	\$31.50	Plaintiff Exhibit 68
7/24/2017	Happy Nails	\$47.00	Plaintiff Exhibit 69
7/24/2017	Starbucks	\$15.63	Plaintiff Exhibit 69
7/25/2017	Target	\$99.41	Plaintiff Exhibit 69
7/26/2017	Sprouts	\$143.00	Plaintiff Exhibit 69
7/31/2017	Quill Corporation (label maker for postcard mailings)	\$82.31	Plaintiff Exhibit 69
8/10/2017	Walgreens	\$60.33	Plaintiff Exhibit 70
8/14/2017	Publix	\$149.96	Plaintiff Exhibit 70
8/14/2017	Wendy's	\$9.92	Plaintiff Exhibit 70
8/18/2017	Target	\$75.30	Plaintiff Exhibit 70
8/28/2017	Pandora	\$59.92	Plaintiff Exhibit 70
8/28/2017	Best Nail	\$60.00	Plaintiff Exhibit 70
9/1/2017	Best Buy (Faith Credit Card)	\$431.78	Plaintiff Exhibit 71
9/11/2017	Loves	\$36.49	Plaintiff Exhibit 71
9/14/2017	Home Depot	\$12.39	Plaintiff Exhibit 71
9/21/2017	Chick Fil A	\$17.24	Plaintiff Exhibit 71
9/22/2017	Walgreens	\$59.79	Plaintiff Exhibit 71
9/25/2017	Best Nail	\$50.00	Plaintiff Exhibit 71
9/28/2017	Best Buy (Faith Credit Card)	\$500.00	Plaintiff Exhibit 71
9/29/2017	WPY	\$250.00	Plaintiff Exhibit 71
10/10/2017	Lowe's	\$67.24	Plaintiff Exhibit 72
10/16/2017	Lowe's	\$24.79	Plaintiff Exhibit 72
10/17/2017	Vimeo	\$59.95	Plaintiff Exhibit 72
10/19/2017	Best Buy (Faith Credit Card)	\$250.00	Plaintiff Exhibit 72
10/20/2017	Dentofacial Institute	\$390.00	Plaintiff Exhibit 72
10/26/2017	Walgreens	\$40.00	Plaintiff Exhibit 72
11/7/2017	Instacart	\$64.59	Plaintiff Exhibit 73
11/8/2017	Capital One Auto	\$478.38	Plaintiff Exhibit 73
11/15/2017	Walmart	\$49.86	Plaintiff Exhibit 73
11/16/2017	JOANN Stores	\$20.91	Plaintiff Exhibit 73
11/22/2017	Capital One Auto	\$478.38	Plaintiff Exhibit 73
11/24/2017	Walgreens	\$19.01	Plaintiff Exhibit 73
11/29/2017	Capital One Auto	\$1,000.00	Plaintiff Exhibit 73
12/11/2017	Target	\$50.90	Plaintiff Exhibit 74
12/22/2017	Capital One Auto	\$556.76	Plaintiff Exhibit 74
12/26/2017	Affirm	\$361.41	Plaintiff Exhibit 74
2018			
1/2/2018	Walmart	\$8.43	Plaintiff Exhibit 75

1/2/2018	Walmart	\$59.32	Plaintiff Exhibit 75
1/5/2018	Firestone	\$556.48	Plaintiff Exhibit 75
1/9/2018	Capital One Auto	\$478.38	Plaintiff Exhibit 75
1/22/2018	CVS	\$10.18	Plaintiff Exhibit 75
1/23/2018	Capital One Auto	\$478.38	Plaintiff Exhibit 75
1/29/2018	Big Frog	\$225.00	Plaintiff Exhibit 75
2/2/2018	Invitation Homes	\$1,957.26	Plaintiff Exhibit 76
2/2/2018	Capital One Auto	\$478.38	Plaintiff Exhibit 76
2/8/2018	Walgreens	\$26.89	Plaintiff Exhibit 76
2/12/2018	Capital One Auto	\$500.00	Plaintiff Exhibit 76
2/20/2018	Sprouts	\$102.88	Plaintiff Exhibit 76
2/20/2018	Target	\$75.10	Plaintiff Exhibit 76
2/20/2018	Walgreens	\$40.00	Plaintiff Exhibit 76
2/20/2018	Pacsun	\$146.99	Plaintiff Exhibit 76
2/21/2018	Capital One Auto	\$478.38	Plaintiff Exhibit 76
2/26/2018	Big Frog	\$61.42	Plaintiff Exhibit 76
2/26/2018	Merrick Bank	\$401.00	Plaintiff Exhibit 76
2/28/2018	Target	\$143.24	Plaintiff Exhibit 76
2/28/2018	Walgreens	\$1.68	Plaintiff Exhibit 76
3/5/2018	Instacart	\$49.24	Plaintiff Exhibit 77
3/6/2018	Capital One Auto	\$478.38	Plaintiff Exhibit 77
3/12/2018	Dropbox	\$9.99	Plaintiff Exhibit 77
3/14/2018	Publix	\$88.45	Plaintiff Exhibit 77
3/19/2018	JOANN Stores	\$161.21	Plaintiff Exhibit 77
3/20/2018	Capital One Auto	\$479.38	Plaintiff Exhibit 77
3/26/2018	Capital One Auto	\$1,000.00	Plaintiff Exhibit 77
3/26/2018	Instacart	\$6.05	Plaintiff Exhibit 77
3/26/2018	Instacart	\$61.05	Plaintiff Exhibit 77
3/28/2018	CVS	\$13.83	Plaintiff Exhibit 77
3/30/2018	McDonald's	\$3.41	Plaintiff Exhibit 77
4/2/2018	Publix	\$108.05	Plaintiff Exhibit 78
4/3/2018	Capital One Auto	\$478.38	Plaintiff Exhibit 78
4/6/2018	Instacart	\$99.43	Plaintiff Exhibit 78
4/9/2018	Capital One Auto	\$629.25	Plaintiff Exhibit 78
4/16/2018	Instacart	\$43.04	Plaintiff Exhibit 78
4/16/2018	Instacart	\$6.39	Plaintiff Exhibit 78
4/17/2018	Walgreens	\$50.84	Plaintiff Exhibit 78
4/20/2017	JOANN Stores	\$20.16	Plaintiff Exhibit 78
4/23/2018	Fandango	\$30.48	Plaintiff Exhibit 78
4/25/2018	Staples	\$56.13	Plaintiff Exhibit 78
4/25/2018	Capital One Auto	\$345.57	Plaintiff Exhibit 78
4/30/2018	Thread Up	\$89.39	Plaintiff Exhibit 78
5/10/2018	Dropbox	\$9.99	Plaintiff Exhibit 79
5/21/2018	Quill Corporation	\$112.29	Plaintiff Exhibit 79
5/23/2018	Walgreens	\$26.89	Plaintiff Exhibit 79

5/29/2018	Publix	\$25.99	Plaintiff Exhibit 79
6/4/2018	CVS	\$12.89	Plaintiff Exhibit 80
6/4/2018	Walgreens	\$49.48	Plaintiff Exhibit 80
6/11/2018	Adobe Creative Cloud	\$9.99	Plaintiff Exhibit 80
6/21/2018	Walgreens	\$10.00	Plaintiff Exhibit 80
7/10/2018	Dropbox	\$9.99	Plaintiff Exhibit 81
7/23/2018	Fandango	\$30.48	Plaintiff Exhibit 81
7/23/2018	Walgreens	\$30.00	Plaintiff Exhibit 81
7/31/2018	Staples	\$82.72	Plaintiff Exhibit 81
8/10/2017	Dropbox	\$9.99	Plaintiff Exhibit 82
9/4/2018	Affirm	\$80.00	Plaintiff Exhibit 83
10/3/2018	Affirm	\$90.00	Plaintiff Exhibit 84
11/5/2018	Affirm	\$470.29	Plaintiff Exhibit 85
11/13/2018	Walgreens	\$87.31	Plaintiff Exhibit 85
11/13/2018	Walgreens	\$21.53	Plaintiff Exhibit 85
11/14/2018	Walgreens	\$3.52	Plaintiff Exhibit 85
12/10/2018	Lowe's	\$71.43	Plaintiff Exhibit 86
12/14/2018	Walmart	\$64.32	Plaintiff Exhibit 86
12/21/2018	NordVPN	\$107.55	Plaintiff Exhibit 86
1/9/2018	Grammarly	\$59.95	Plaintiff Exhibit 87
2019			
1/18/2019	Ithemes	\$50.00	Plaintiff Exhibit 87
1/28/2019	Walmart	\$38.75	Plaintiff Exhibit 87
2/28/2019	Walgreens	\$28.05	Plaintiff Exhibit 88
3/1/2019	Quality Plus Dry Clean	\$39.04	Plaintiff Exhibit 89
3/22/2019	Quill Corporation	\$56.53	Plaintiff Exhibit 89
4/1/2019	Walgreens	\$3.97	Plaintiff Exhibit 90
4/9/2019	Publix	\$32.64	Plaintiff Exhibit 90
4/9/2019	Grammarly	\$59.95	Plaintiff Exhibit 90
4/25/2019	CryoFloat Spa	\$138.60	Plaintiff Exhibit 90
4/25/2019	NAPA	\$13.32	Plaintiff Exhibit 90
4/25/2019	NAPA	\$2.76	Plaintiff Exhibit 90
5/6/2019	CVS	\$53.31	Plaintiff Exhibit 91
5/6/2019	Publix	\$45.65	Plaintiff Exhibit 91
5/8/2019	Walmart	\$27.74	Plaintiff Exhibit 91
5/17/2019	Bill.com	\$7.96	Plaintiff Exhibit 91
5/28/2019	Target	\$57.78	Plaintiff Exhibit 91
6/14/2019	CryoFloat Spa	\$32.87	Plaintiff Exhibit 92
6/18/2019	Bill.com	\$5.97	Plaintiff Exhibit 92
6/19/2019	Sam's Club	\$40.48	Plaintiff Exhibit 92
7/5/2019	NAPA	\$46.66	Plaintiff Exhibit 93
7/9/2019	Grammarly	\$59.95	Plaintiff Exhibit 93
7/11/2019	Michaels	\$84.47	Plaintiff Exhibit 93
7/11/2019	Quill Corporation	\$16.04	Plaintiff Exhibit 93
8/5/2019	Target	\$71.31	Plaintiff Exhibit 94

Exhibit C- American Express - Charges/Purchases			
2016			
4/1/2016	Office Depot	\$ 128.39	Plaintiff Exhibit 99
4/2/2016	Home Depot	\$ 173.97	Plaintiff Exhibit 99
4/3/2016	Amazon	\$ 44.45	Plaintiff Exhibit 99
4/3/2016	Amazon	\$ 19.69	Plaintiff Exhibit 99
4/3/2016	Amazon	\$ 4.06	Plaintiff Exhibit 99
4/6/2016	Target	\$ 119.74	Plaintiff Exhibit 99
4/6/2016	Target	\$ 10.00	Plaintiff Exhibit 99
4/6/2016	JOANN Fabrics	\$ 108.95	Plaintiff Exhibit 99
4/7/2016	Mariott	\$ 717.30	Plaintiff Exhibit 99
4/7/2016	CVS	\$ 15.09	Plaintiff Exhibit 99
4/11/2016	Walmart	\$ 115.16	Plaintiff Exhibit 99
4/12/2016	Target	\$ 62.64	Plaintiff Exhibit 99
4/13/2016	Amazon	\$ 38.34	Plaintiff Exhibit 99
4/13/2016	Swan Hotel	\$ 542.59	Plaintiff Exhibit 99
4/13/2016	Walt Disney World	\$ 543.15	Plaintiff Exhibit 99
4/18/2016	New Tampa	\$ 106.00	Plaintiff Exhibit 99
4/20/2016	CVS	\$ 94.22	Plaintiff Exhibit 99
4/21/2016	Ichiban Sushi	\$ 68.21	Plaintiff Exhibit 99
4/23/2016	Cape May Café	\$ 224.72	Plaintiff Exhibit 100
4/24/2016	Saratoga Springs	\$ 19.00	Plaintiff Exhibit 100
4/24/2016	Saratoga Springs	\$ 62.84	Plaintiff Exhibit 100
4/24/2016	Walt Disney World	\$ 147.71	Plaintiff Exhibit 100
5/2/2016	Mariott	\$ 229.51	Plaintiff Exhibit 100
5/3/2016	Target	\$ 10.00	Plaintiff Exhibit 100
5/6/2016	CVS	\$ 108.28	Plaintiff Exhibit 100
5/14/2016	JC Penney	\$ 59.07	Plaintiff Exhibit 100
5/18/2016	USPS	\$ 10.36	Plaintiff Exhibit 100
5/24/2016	Target	\$ 48.87	Plaintiff Exhibit 100
5/24/2016	Target	\$ 10.00	Plaintiff Exhibit 100
5/27/2016	Winn-Dixie	\$ 98.97	Plaintiff Exhibit 101
6/1/2016	Target	\$ 30.00	Plaintiff Exhibit 101
6/1/2016	Winn-Dixie	\$ 114.67	Plaintiff Exhibit 101
6/1/2016	Chic Fil A	\$ 19.25	Plaintiff Exhibit 101
6/2/2016	Themalizr	\$ 19.99	Plaintiff Exhibit 101
6/3/2016	Carnival	\$ 500.00	Plaintiff Exhibit 101
6/6/2016	Petco	\$ 63.76	Plaintiff Exhibit 101
6/9/2016	Grand Bohemian Hotel	\$ 172.13	Plaintiff Exhibit 101
6/13/2016	Target	\$ 89.87	Plaintiff Exhibit 101
6/13/2016	Target	\$ 36.34	Plaintiff Exhibit 101
6/16/2016	Office Depot	\$ 85.59	Plaintiff Exhibit 101
6/17/2016	Ulta Beauty	\$ 269.57	Plaintiff Exhibit 101
6/19/2016	Applebee's	\$ 58.01	Plaintiff Exhibit 101
6/24/2016	Dollar General	\$ 23.54	Plaintiff Exhibit 102

6/25/2016	Pretty in Paint	\$ 64.66	Plaintiff Exhibit 102
6/27/2016	Chili's	\$ 55.25	Plaintiff Exhibit 102
6/29/2016	Winn-Dixie	\$ 153.79	Plaintiff Exhibit 102
7/6/2016	Peggy O'Neil's	\$ 50.68	Plaintiff Exhibit 102
7/9/2016	Target	\$ 61.69	Plaintiff Exhibit 102
7/10/2016	Walmart	\$ 11.85	Plaintiff Exhibit 102
7/11/2016	CVS	\$ 62.90	Plaintiff Exhibit 102
7/13/2016	Walmart	\$ 21.28	Plaintiff Exhibit 102
7/14/2016	Carnival	\$ 825.50	Plaintiff Exhibit 102
7/15/2016	Marshalls	\$ 78.09	Plaintiff Exhibit 102
7/15/2016	CVS	\$ 24.87	Plaintiff Exhibit 102
7/22/2016	Target	\$ 115.11	Plaintiff Exhibit 102
7/23/2016	Shell Gas	\$ 25.02	Plaintiff Exhibit 102
7/27/2016	Winn-Dixie	\$ 70.93	Plaintiff Exhibit 103
8/3/2016	Best Buy	\$ 202.07	Plaintiff Exhibit 103
8/8/2016	Grand Bohemian Hotel	\$ 133.54	Plaintiff Exhibit 103
8/10/2016	Target	\$ 39.00	Plaintiff Exhibit 103
8/10/2016	Target	\$ 70.35	Plaintiff Exhibit 103
8/12/2016	Target	\$ 40.00	Plaintiff Exhibit 103
8/15/2016	Adobe Creative Cloud	\$ 9.99	Plaintiff Exhibit 103
8/17/2016	Walmart	\$ 106.88	Plaintiff Exhibit 103
8/18/2016	Nike	\$ 155.15	Plaintiff Exhibit 103
8/18/2016	Target	\$ 40.00	Plaintiff Exhibit 103
8/20/2016	JOANN Fabrics	\$ 42.76	Plaintiff Exhibit 103
8/20/2016	Office Depot	\$ 151.33	Plaintiff Exhibit 103
8/21/2016	Office Depot	\$ 101.64	Plaintiff Exhibit 103
8/24/2016	Sam's Club	\$ 45.00	Plaintiff Exhibit 104
8/28/2016	Macy's	\$ 77.92	Plaintiff Exhibit 104
8/29/2016	CVS	\$ 10.22	Plaintiff Exhibit 104
9/3/2016	Target	\$ 91.21	Plaintiff Exhibit 104
9/3/2016	Target	\$ 30.00	Plaintiff Exhibit 104
9/3/2016	GNC	\$ 56.15	Plaintiff Exhibit 104
9/7/2016	Target	\$ 72.62	Plaintiff Exhibit 104
9/7/2016	Amazon	\$ 19.18	Plaintiff Exhibit 104
9/9/2016	Target	\$ 90.45	Plaintiff Exhibit 104
9/9/2016	Office Depot	\$ 427.98	Plaintiff Exhibit 104
9/10/2016	Chili's	\$ 34.75	Plaintiff Exhibit 104
9/12/2016	Yotpo	\$ 49.00	Plaintiff Exhibit 104
9/13/2016	Amazon	\$ 90.43	Plaintiff Exhibit 104
9/15/2016	Adobe Creative Cloud	\$ 9.99	Plaintiff Exhibit 104
9/18/2016	Carnival	\$ 617.01	Plaintiff Exhibit 104
9/23/2016	Petco	\$ 47.46	Plaintiff Exhibit 105
9/27/2016	Publix	\$ 27.38	Plaintiff Exhibit 105
10/1/2016	Walgreens	\$ 65.64	Plaintiff Exhibit 105
10/10/2016	Home Depot	\$ 40.48	Plaintiff Exhibit 105

10/10/2016	JOANN Fabrics	\$ 29.38	Plaintiff Exhibit 105
10/11/2016	Target	\$ 58.94	Plaintiff Exhibit 105
10/11/2016	Target	\$ 48.84	Plaintiff Exhibit 105
10/15/2016	Publix	\$ 22.37	Plaintiff Exhibit 105
10/16/2016	HomeGoods	\$ 179.67	Plaintiff Exhibit 105
10/17/2016	Target	\$ 101.90	Plaintiff Exhibit 105
10/18/2016	HomeGoods	\$ 127.26	Plaintiff Exhibit 105
10/18/2016	HP Instant Ink	\$ 3.20	Plaintiff Exhibit 105
10/19/2016	Anytime Fitness	\$ 58.85	Plaintiff Exhibit 105
10/26/2016	Yandy	\$ 168.07	Plaintiff Exhibit 106
10/29/2016	Target	\$ 64.19	Plaintiff Exhibit 106
10/30/2016	SW Air	\$ 402.96	Plaintiff Exhibit 106
11/3/2016	JC Penney	\$ 27.81	Plaintiff Exhibit 106
11/4/2016	Target	\$ 101.39	Plaintiff Exhibit 106
11/6/2016	Walmart	\$ 173.61	Plaintiff Exhibit 106
11/9/2016	Uhaul	\$ 10.14	Plaintiff Exhibit 106
11/11/2016	Target	\$ 100.51	Plaintiff Exhibit 106
11/11/2016	Adobe Creative Cloud	\$ 24.99	Plaintiff Exhibit 106
11/15/2016	Adobe Creative Cloud	\$ 9.99	Plaintiff Exhibit 106
11/16/2016	Publix	\$ 77.62	Plaintiff Exhibit 106
11/17/2016	Target	\$ 44.00	Plaintiff Exhibit 106
11/18/2016	HP Instant Ink	\$ 3.20	Plaintiff Exhibit 106
11/21/2016	Target	\$ 40.00	Plaintiff Exhibit 106
11/22/2016	Office Depot	\$ 8.55	Plaintiff Exhibit 106
11/25/2016	Target	\$ 99.81	Plaintiff Exhibit 107
11/28/2016	Target	\$ 27.38	Plaintiff Exhibit 107
11/30/2016	Cricut	\$ 88.35	Plaintiff Exhibit 107
12/2/2016	Petco	\$ 50.78	Plaintiff Exhibit 107
12/7/2016	Target	\$ 105.16	Plaintiff Exhibit 107
12/9/2016	Target	\$ 30.00	Plaintiff Exhibit 107
12/9/2016	Target	\$ 74.80	Plaintiff Exhibit 107
12/11/2016	Adobe Creative Cloud	\$ 24.99	Plaintiff Exhibit 107
12/12/2016	Cricut	\$ 33.66	Plaintiff Exhibit 107
12/13/2016	Home Depot	\$ 138.00	Plaintiff Exhibit 107
12/15/2016	Adobe Creative Cloud	\$ 9.99	Plaintiff Exhibit 107
12/18/2016	Sears & Roebuck	\$ 320.62	Plaintiff Exhibit 107
12/18/2016	HP Instant Ink	\$ 3.20	Plaintiff Exhibit 107
12/21/2016	JOANN Fabrics	\$ 44.58	Plaintiff Exhibit 107
2017			
1/5/2017	Shutterstock	\$ 19.00	Plaintiff Exhibit 108
1/5/2017	Target	\$ 35.99	Plaintiff Exhibit 108
1/5/2017	Shutterstock	\$ 49.00	Plaintiff Exhibit 108
1/12/2017	Adobe Creative Cloud	\$ 24.99	Plaintiff Exhibit 108
1/16/2017	Adobe Creative Cloud	\$ 9.99	Plaintiff Exhibit 108

1/19/2017	HP Instant Ink	\$ 3.20	Plaintiff Exhibit 108
1/23/2017	Somnis Sleep	\$ 109.39	Plaintiff Exhibit 108
1/23/2017	Target	\$ 37.58	Plaintiff Exhibit 108
1/25/2017	Hobby Lobby	\$ 26.12	Plaintiff Exhibit 109
1/28/2017	Target	\$ 94.54	Plaintiff Exhibit 109
2/1/2017	Office Depot	\$ 29.08	Plaintiff Exhibit 109
2/2/2017	Staples	\$ 27.27	Plaintiff Exhibit 109
2/2/2017	Staples	\$ 49.16	Plaintiff Exhibit 109
2/3/2017	Shell Gas	\$ 32.63	Plaintiff Exhibit 109
2/8/2017	Amazon	\$ 32.19	Plaintiff Exhibit 109
2/10/2017	Amazon	\$ 30.42	Plaintiff Exhibit 109
2/11/2017	Adobe Creative Cloud	\$ 19.99	Plaintiff Exhibit 109
2/11/2017	Adobe Creative Cloud	\$ 29.97	Plaintiff Exhibit 109
2/12/2017	Ihop	\$ 28.38	Plaintiff Exhibit 109
2/13/2017	Macy's	\$ 119.84	Plaintiff Exhibit 109
2/18/2017	HP Instant Ink	\$ 3.20	Plaintiff Exhibit 109
2/19/2017	Shell Gas	\$ 25.14	Plaintiff Exhibit 109
2/19/2017	Red Lobster	\$ 99.00	Plaintiff Exhibit 109
2/20/2017	Marriott	\$ 235.13	Plaintiff Exhibit 109
2/25/2017	Staples	\$ 85.61	Plaintiff Exhibit 110
2/25/2017	Best Buy	\$ 93.07	Plaintiff Exhibit 110
3/9/2017	Walgreens	\$ 11.54	Plaintiff Exhibit 110
3/9/2017	Publix	\$ 77.68	Plaintiff Exhibit 110
3/11/2017	BJ's Restaurant	\$ 33.89	Plaintiff Exhibit 110
3/11/2017	Walgreens	\$ 76.31	Plaintiff Exhibit 110
3/11/2017	Sally Beauty	\$ 78.07	Plaintiff Exhibit 110
3/11/2017	Adobe Creative Cloud	\$ 19.99	Plaintiff Exhibit 110
3/19/2017	HP Instant Ink	\$ 6.41	Plaintiff Exhibit 110
3/23/2017	CVS	\$ 37.23	Plaintiff Exhibit 110
3/27/2017	CVS	\$ 50.20	Plaintiff Exhibit 111
3/28/2017	Winn-Dixie	\$ 36.81	Plaintiff Exhibit 111
3/29/2017	Sally Beauty	\$ 16.97	Plaintiff Exhibit 111
3/29/2017	Invitation Homes	\$ 135.00	Plaintiff Exhibit 111
4/1/2017	7-Eleven	\$ 34.38	Plaintiff Exhibit 111
4/2/2017	Assurant	\$ 28.75	Plaintiff Exhibit 111
4/3/2017	Home Depot	\$ 98.84	Plaintiff Exhibit 111
4/6/2017	Home Depot	\$ 81.40	Plaintiff Exhibit 111
4/8/2017	Walgreens	\$ 40.00	Plaintiff Exhibit 111
4/10/2017	Amazon	\$ 99.19	Plaintiff Exhibit 111
4/11/2017	Adobe Creative Cloud	\$ 19.99	Plaintiff Exhibit 111
4/12/2017	Amazon	\$ 43.42	Plaintiff Exhibit 111
4/14/2017	Amazon	\$ 8.95	Plaintiff Exhibit 111
4/20/2017	HP Instant Ink	\$ 3.20	Plaintiff Exhibit 111
4/20/2017	Walmart	\$ 59.80	Plaintiff Exhibit 111
4/21/2017	Walgreens	\$ 10.00	Plaintiff Exhibit 111

4/22/2017	Walgreens	\$ 10.00	Plaintiff Exhibit 111
4/22/2017	Exxon Mobil	\$ 35.00	Plaintiff Exhibit 111
4/24/2017	Microsoft	\$ 9.99	Plaintiff Exhibit 112
4/26/2017	Speedway	\$ 2.25	Plaintiff Exhibit 112
4/26/2017	Lowe's	\$ 16.03	Plaintiff Exhibit 112
4/26/2017	7-Eleven	\$ 22.56	Plaintiff Exhibit 112
4/28/2017	AAA Auto Club	\$ 96.00	Plaintiff Exhibit 112
4/29/2017	Uhaul	\$ 47.19	Plaintiff Exhibit 112
4/29/2017	Uhaul	\$ 0.73	Plaintiff Exhibit 112
4/30/2017	Exxon Mobil	\$ 17.33	Plaintiff Exhibit 112
5/3/2017	Publix	\$ 23.39	Plaintiff Exhibit 112
5/5/2017	Fandango	\$ 30.04	Plaintiff Exhibit 112
5/6/2017	Olive Garden	\$ 64.27	Plaintiff Exhibit 112
5/8/2017	Walmart	\$ 51.00	Plaintiff Exhibit 112
5/9/2017	Target	\$ 87.90	Plaintiff Exhibit 112
5/11/2017	Adobe Creative Cloud	\$ 19.99	Plaintiff Exhibit 112
5/11/2017	Exxon Mobil	\$ 20.01	Plaintiff Exhibit 112
5/17/2017	Exxon Mobil	\$ 22.47	Plaintiff Exhibit 112
5/19/2017	HP Instant Ink	\$ 3.20	Plaintiff Exhibit 112
5/22/2017	Publix	\$ 64.45	Plaintiff Exhibit 112
5/26/2017	Racetrack	\$ 34.13	Plaintiff Exhibit 113
5/27/2017	Chili's	\$ 61.69	Plaintiff Exhibit 113
5/28/2017	BJ's Restaurant	\$ 55.94	Plaintiff Exhibit 113
6/3/2017	CVS	\$ 43.63	Plaintiff Exhibit 113
6/3/2017	Amazon	\$ 95.92	Plaintiff Exhibit 113
6/5/2017	Exxon Mobil	\$ 23.66	Plaintiff Exhibit 113
6/6/2017	Amazon	\$ 33.62	Plaintiff Exhibit 113
6/6/2017	Amazon	\$ 8.61	Plaintiff Exhibit 113
6/6/2017	Priceline Rent A Car	\$ 33.00	Plaintiff Exhibit 113
6/7/2017	Assurant	\$ 29.75	Plaintiff Exhibit 113
6/9/2017	Shell Gas	\$ 21.73	Plaintiff Exhibit 113
6/9/2017	Walmart	\$ 18.47	Plaintiff Exhibit 113
6/9/2017	Walgreens	\$ 43.59	Plaintiff Exhibit 113
6/11/2017	Adobe Creative Cloud	\$ 19.99	Plaintiff Exhibit 113
6/13/2017	7-Eleven	\$ 34.63	Plaintiff Exhibit 113
6/18/2017	Home Depot	\$ 28.55	Plaintiff Exhibit 113
6/19/2017	Microsoft	\$ 9.99	Plaintiff Exhibit 113
6/19/2017	HP Instant Ink	\$ 4.27	Plaintiff Exhibit 113
6/23/2017	Walgreens	\$ 46.41	Plaintiff Exhibit 113
6/23/2017	Racetrack	\$ 31.77	Plaintiff Exhibit 114
6/23/2017	Amazon	\$ 7.99	Plaintiff Exhibit 114
6/25/2017	Walmart	\$ 25.90	Plaintiff Exhibit 114
6/28/2017	Walgreens	\$ 63.48	Plaintiff Exhibit 114
7/1/2017	Fandango	\$ 30.04	Plaintiff Exhibit 114
7/8/2017	Walmart	\$ 92.95	Plaintiff Exhibit 114

7/8/2017	Exxon Mobil	\$ 31.84	Plaintiff Exhibit 114
7/10/2017	Adobe Creative Cloud	\$ 19.99	Plaintiff Exhibit 114
7/12/2017	Walmart	\$ 62.21	Plaintiff Exhibit 114
7/17/2017	HP Instant Ink	\$ 4.27	Plaintiff Exhibit 114
7/18/2017	Hard Rock Café	\$ 132.90	Plaintiff Exhibit 114
7/19/2017	Microsoft	\$ 9.99	Plaintiff Exhibit 114
7/21/2017	Shell Gas	\$ 20.04	Plaintiff Exhibit 114
7/30/2017	Amazon	\$ 25.98	Plaintiff Exhibit 115
7/31/2017	Office Depot	\$ 46.00	Plaintiff Exhibit 115
8/1/2017	Speedway	\$ 27.15	Plaintiff Exhibit 115
8/2/2017	Promo	\$ 49.00	Plaintiff Exhibit 115
8/6/2017	Staples	\$ 13.49	Plaintiff Exhibit 115
8/6/2017	Staples	\$ 92.57	Plaintiff Exhibit 115
8/7/2017	Assurant	\$ 29.75	Plaintiff Exhibit 115
8/8/2017	Amazon	\$ 5.99	Plaintiff Exhibit 115
8/9/2017	Office Depot	\$ 71.02	Plaintiff Exhibit 115
8/10/2017	Exxon Mobil	\$ 32.91	Plaintiff Exhibit 115
8/11/2017	Adobe Creative Cloud	\$ 19.99	Plaintiff Exhibit 115
8/12/2017	CVS	\$ 58.26	Plaintiff Exhibit 115
8/16/2017	Southwest Airlines	\$ 274.96	Plaintiff Exhibit 115
8/16/2017	Southwest Airlines	\$ 15.00	Plaintiff Exhibit 115
8/16/2017	Southwest Airlines	\$ 15.00	Plaintiff Exhibit 115
8/16/2017	Target	\$ 64.15	Plaintiff Exhibit 115
8/16/2017	Target	\$ 43.57	Plaintiff Exhibit 115
8/17/2017	Amazon	\$ 3.98	Plaintiff Exhibit 115
8/18/2017	Microsoft	\$ 9.99	Plaintiff Exhibit 115
8/19/2017	Exxon Mobil	\$ 31.15	Plaintiff Exhibit 115
8/19/2017	HP Instant Ink	\$ 7.48	Plaintiff Exhibit 115
8/20/2017	Walmart	\$ 47.55	Plaintiff Exhibit 115
8/20/2017	Staples	\$ 40.64	Plaintiff Exhibit 115
8/25/2017	7-Eleven	\$ 33.49	Plaintiff Exhibit 116
8/29/2017	Target	\$ 89.03	Plaintiff Exhibit 116
8/31/2017	Priceline Rent A Car	\$ 33.00	Plaintiff Exhibit 116
9/1/2017	Promo	\$ 49.00	Plaintiff Exhibit 116
9/2/2017	Exxon Mobil	\$ 30.50	Plaintiff Exhibit 116
9/6/2017	Speedway	\$ 24.26	Plaintiff Exhibit 116
9/7/2017	Sunco	\$ 13.20	Plaintiff Exhibit 116
9/7/2017	Exxon Mobil	\$ 27.25	Plaintiff Exhibit 116
9/11/2017	Adobe Creative Cloud	\$ 19.99	Plaintiff Exhibit 116
9/12/2017	Circle K	\$ 23.14	Plaintiff Exhibit 116
9/15/2017	Amazon	\$ 39.63	Plaintiff Exhibit 116
9/15/2017	Dunkin Donuts	\$ 22.27	Plaintiff Exhibit 116
9/19/2017	HP Instant Ink	\$ 4.27	Plaintiff Exhibit 116
9/19/2017	Microsoft	\$ 9.99	Plaintiff Exhibit 116
9/20/2017	Amazon	\$ 36.66	Plaintiff Exhibit 116

9/24/2017	Lynne's Card & Gifts	\$ 46.59	Plaintiff Exhibit 117
9/25/2017	Speedway	\$ 36.72	Plaintiff Exhibit 117
9/25/2017	Sunco ("Faith Antonio")	\$ 28.63	Plaintiff Exhibit 117
9/26/2017	Islip Airport Long Island	\$ 26.06	Plaintiff Exhibit 117
9/26/2017	Budget	\$ 354.03	Plaintiff Exhibit 117
9/30/2017	Walmart	\$ 27.89	Plaintiff Exhibit 117
9/30/2017	Amazon	\$ 37.78	Plaintiff Exhibit 117
10/6/2017	Exxon Mobil	\$ 24.06	Plaintiff Exhibit 117
10/8/2017	Assurant	\$ 29.75	Plaintiff Exhibit 117
10/9/2017	Shell Gas	\$ 40.11	Plaintiff Exhibit 117
10/9/2017	Amazon	\$ 28.14	Plaintiff Exhibit 117
10/10/2017	Amazon ("Faith Antonio")	\$ 29.70	Plaintiff Exhibit 117
10/11/2017	Adobe Creative Cloud	\$ 19.99	Plaintiff Exhibit 118
10/11/2017	Amazon	\$ 4.35	Plaintiff Exhibit 118
10/12/2017	Amazon	\$ 27.95	Plaintiff Exhibit 118
10/14/2017	Amazon	\$ 8.78	Plaintiff Exhibit 118
10/14/2017	Friendly Kia	\$ 442.45	Plaintiff Exhibit 118
10/15/2017	Amazon	\$ 22.94	Plaintiff Exhibit 118
10/16/2017	Amazon	\$ 16.99	Plaintiff Exhibit 118
10/19/2017	Microsoft	\$ 9.99	Plaintiff Exhibit 118
10/19/2017	HP Instant Ink	\$ 7.48	Plaintiff Exhibit 118
10/20/2017	Exxon Mobil	\$ 30.00	Plaintiff Exhibit 118
10/21/2017	Lowe's	\$ 58.34	Plaintiff Exhibit 118
10/30/2017	Amazon	\$ 55.34	Plaintiff Exhibit 118
11/3/2017	Exxon Mobil	\$ 25.36	Plaintiff Exhibit 118
11/8/2017	Speedway	\$ 30.00	Plaintiff Exhibit 118
11/10/2017	Adobe Creative Cloud	\$ 19.99	Plaintiff Exhibit 118
11/10/2017	Amazon	\$ 28.60	Plaintiff Exhibit 118
11/14/2017	Amazon	\$ 58.02	Plaintiff Exhibit 118
11/15/2017	Exxon Mobil	\$ 30.12	Plaintiff Exhibit 118
11/17/2017	Amazon	\$ 29.73	Plaintiff Exhibit 118
11/17/2017	HP Instant Ink ("Faith Antonio")	\$ 4.27	Plaintiff Exhibit 118
11/18/2017	Amazon	\$ 34.95	Plaintiff Exhibit 118
11/18/2017	Microsoft ("Faith Antonio")	\$ 9.99	Plaintiff Exhibit 118
11/22/2017	Exxon Mobil	\$ 38.74	Plaintiff Exhibit 118
11/23/2017	Amazon	\$ 36.40	Plaintiff Exhibit 118
11/23/2017	Amazon	\$ 4.51	Plaintiff Exhibit 118
11/25/2017	Office Depot	\$ 90.31	Plaintiff Exhibit 119
11/26/2017	Amazon	\$ 12.83	Plaintiff Exhibit 119
11/26/2017	Amazon	\$ 23.56	Plaintiff Exhibit 119
11/27/2017	Amazon	\$ 1.09	Plaintiff Exhibit 119
12/1/2017	Promo	\$ 49.00	Plaintiff Exhibit 119

12/2/2017	Amazon	\$ 78.84	Plaintiff Exhibit 119
12/6/2017	Speedway	\$ 30.00	Plaintiff Exhibit 119
12/10/2017	Adobe Creative Cloud	\$ 19.99	Plaintiff Exhibit 119
12/13/2017	Amazon	\$ 48.50	Plaintiff Exhibit 119
12/14/2017	Amazon	\$ 11.88	Plaintiff Exhibit 119
12/15/2017	7-Eleven	\$ 33.44	Plaintiff Exhibit 119
12/19/2017	Microsoft	\$ 9.99	Plaintiff Exhibit 119
12/19/2017	Amazon	\$ 59.95	Plaintiff Exhibit 119
12/19/2017	HP Instant Ink	\$ 6.41	Plaintiff Exhibit 119
12/22/2017	Amazon	\$ 8.48	Plaintiff Exhibit 119
12/23/2017	Exxon Mobil	\$ 22.39	Plaintiff Exhibit 119
12/23/2017	Amazon	\$ 6.89	Plaintiff Exhibit 119
12/23/2017	Amazon	\$ 18.50	Plaintiff Exhibit 119
12/23/2017	Amazon	\$ 31.26	Plaintiff Exhibit 119
12/24/2017	Amazon	\$ 36.64	Plaintiff Exhibit 119
12/27/2017	Amazon	\$ 34.09	Plaintiff Exhibit 120
2018			
1/1/2018	Promo	\$ 49.00	Plaintiff Exhibit 120
1/1/2018	Exxon Mobil	\$ 30.08	Plaintiff Exhibit 120
1/9/2018	Amazon	\$ 69.94	Plaintiff Exhibit 120
1/11/2018	Adobe Creative Cloud	\$ 19.99	Plaintiff Exhibit 120
1/14/2018	Shell Gas	\$ 27.77	Plaintiff Exhibit 120
1/15/2018	Office Depot	\$ 107.61	Plaintiff Exhibit 120
1/17/2018	Walgreens	\$ 40.00	Plaintiff Exhibit 120
1/19/2018	HP Instant Ink	\$ 3.20	Plaintiff Exhibit 120
1/19/2018	Microsoft	\$ 9.99	Plaintiff Exhibit 120
1/26/2018	7-Eleven	\$ 37.63	Plaintiff Exhibit 121
2/1/2018	Promo	\$ 49.00	Plaintiff Exhibit 121
2/8/2018	Exxon Mobil	\$ 30.46	Plaintiff Exhibit 121
2/11/2018	Adobe Creative Cloud	\$ 29.99	Plaintiff Exhibit 121
2/12/2018	Amazon	\$ 77.88	Plaintiff Exhibit 121
2/17/2018	7-Eleven	\$ 35.11	Plaintiff Exhibit 121
2/19/2018	Microsoft	\$ 9.99	Plaintiff Exhibit 121
2/20/2018	HP Instant Ink	\$ 3.20	Plaintiff Exhibit 121
2/21/2018	Office Depot	\$ 95.12	Plaintiff Exhibit 121
2/23/2018	Amazon	\$ 40.98	Plaintiff Exhibit 122
2/23/2018	Amazon	\$ 1.83	Plaintiff Exhibit 122
2/27/2018	Amazon	\$ 8.78	Plaintiff Exhibit 122
3/1/2018	Promo	\$ 49.00	Plaintiff Exhibit 122
3/6/2018	Envato	\$ 60.00	Plaintiff Exhibit 122
3/11/2018	Adobe Creative Cloud	\$ 29.99	Plaintiff Exhibit 122
3/15/2018	Amazon	\$ 49.68	Plaintiff Exhibit 122
3/19/2018	Microsoft	\$ 9.99	Plaintiff Exhibit 122
3/19/2018	Amazon	\$ 9.57	Plaintiff Exhibit 122

3/19/2018	HP Instant Ink	\$ 3.20	Plaintiff Exhibit 122
3/19/2018	Amazon	\$ 42.06	Plaintiff Exhibit 122
3/19/2018	Office Depot	\$ 78.84	Plaintiff Exhibit 122
3/22/2018	Walgreens	\$ 34.00	Plaintiff Exhibit 123
3/27/2018	Amazon	\$ 8.78	Plaintiff Exhibit 123
3/31/2018	Dropbox	\$ 9.99	Plaintiff Exhibit 123
4/1/2018	Promo	\$ 49.00	Plaintiff Exhibit 123
4/3/2018	Exxon Mobil	\$ 13.00	Plaintiff Exhibit 123
4/5/2018	NordVPN	\$ 11.95	Plaintiff Exhibit 123
4/8/2018	Assurant	\$ 28.75	Plaintiff Exhibit 123
4/11/2018	Office Depot	\$ 45.12	Plaintiff Exhibit 123
4/12/2018	Exxon Mobil	\$ 35.66	Plaintiff Exhibit 123
4/12/2018	CVS	\$ 37.41	Plaintiff Exhibit 123
4/18/2018	Amazon	\$ 33.51	Plaintiff Exhibit 123
4/18/2018	Amazon	\$ 10.52	Plaintiff Exhibit 123
4/19/2018	Microsoft	\$ 9.99	Plaintiff Exhibit 123
4/19/2018	Amazon	\$ 11.88	Plaintiff Exhibit 123
4/19/2018	HP Instant Ink	\$ 3.20	Plaintiff Exhibit 123
4/20/2018	Office Depot	\$ 104.86	Plaintiff Exhibit 123
4/22/2018	Exxon Mobil	\$ 20.06	Plaintiff Exhibit 123
4/22/2018	Amazon	\$ 67.58	Plaintiff Exhibit 123
4/23/2018	Amazon	\$ 44.82	Plaintiff Exhibit 123
4/24/2018	Amazon	\$ 8.18	Plaintiff Exhibit 124
4/25/2018	Amazon	\$ 43.60	Plaintiff Exhibit 124
4/26/2018	Amazon	\$ 12.85	Plaintiff Exhibit 124
4/26/2018	Amazon	\$ 19.24	Plaintiff Exhibit 124
4/27/2018	Amazon	\$ 8.78	Plaintiff Exhibit 124
4/30/2018	Thread Up	\$ 30.48	Plaintiff Exhibit 124
5/10/2018	Adobe Creative Cloud	\$ 29.99	Plaintiff Exhibit 124
5/19/2018	Microsoft	\$ 9.99	Plaintiff Exhibit 124
5/23/2018	HP Instant Ink	\$ 3.20	Plaintiff Exhibit 124
5/31/2018	Dropbox	\$ 9.99	Plaintiff Exhibit 125
6/1/2018	Amazon	\$ 26.83	Plaintiff Exhibit 125
6/7/2018	Assurant	\$ 29.75	Plaintiff Exhibit 125
6/11/2018	Adobe Creative Cloud	\$ 29.99	Plaintiff Exhibit 125
6/19/2018	Microsoft	\$ 9.99	Plaintiff Exhibit 125
6/23/2018	HP Instant Ink	\$ 3.20	Plaintiff Exhibit 125
6/25/2018	Amazon	\$ 58.57	Plaintiff Exhibit 126
6/30/2018	Sam's Club	\$ 40.00	Plaintiff Exhibit 126
7/1/2018	Promo	\$ 49.00	Plaintiff Exhibit 126
7/11/2018	Adobe Creative Cloud	\$ 29.99	Plaintiff Exhibit 126
7/18/2018	Adobe Creative Cloud	\$ 29.99	Plaintiff Exhibit 126
7/19/2018	HP Instant Ink	\$ 3.20	Plaintiff Exhibit 126
7/21/2018	Microsoft	\$ 9.99	Plaintiff Exhibit 126
8/2/2018	Adobe Creative Cloud	\$ 19.99	Plaintiff Exhibit 127

8/2/2018	Amazon	\$ 18.49	Plaintiff Exhibit 127
8/7/2018	Assurant	\$ 29.75	Plaintiff Exhibit 127
8/9/2018	Universal Studios	\$ 138.45	Plaintiff Exhibit 127
10/25/2018	Bluehost	\$ 23.87	Plaintiff Exhibit 130
10/30/2018	HP Instant Ink	\$ 5.34	Plaintiff Exhibit 130
11/2/2018	Amazon	\$ 29.67	Plaintiff Exhibit 130
11/2/2018	Adobe Creative Cloud	\$ 19.99	Plaintiff Exhibit 130
11/5/2018	Walmart	\$ 7.97	Plaintiff Exhibit 130
11/8/2018	Amazon	\$ 41.44	Plaintiff Exhibit 130
11/9/2018	Universal Orlando	\$ 12.59	Plaintiff Exhibit 130
11/16/2018	Adobe Creative Cloud	\$ 29.99	Plaintiff Exhibit 130
11/20/2018	Microsoft	\$ 9.99	Plaintiff Exhibit 130
11/29/2018	Amazon	\$ 7.24	Plaintiff Exhibit 131
11/29/2018	HP Instant Ink	\$ 3.20	Plaintiff Exhibit 131
11/29/2018	Amazon	\$ 2.09	Plaintiff Exhibit 131
11/30/2018	HP Instant Ink	\$ 12.83	Plaintiff Exhibit 131
12/1/2018	Adobe Creative Cloud	\$ 19.99	Plaintiff Exhibit 131
12/1/2018	Amazon	\$ 32.74	Plaintiff Exhibit 131
12/2/2018	Walmart	\$ 61.97	Plaintiff Exhibit 131
12/9/2018	Lowe's	\$ 48.13	Plaintiff Exhibit 131
12/9/2018	Universal Orlando	\$ 12.59	Plaintiff Exhibit 131
12/12/2018	Amazon	\$ 45.11	Plaintiff Exhibit 131
12/12/2018	Amazon	\$ 0.40	Plaintiff Exhibit 131
12/17/2018	Adobe Creative Cloud	\$ 29.99	Plaintiff Exhibit 131
12/20/2018	Microsoft	\$ 9.99	Plaintiff Exhibit 131
12/25/2018	Amazon	\$ 25.00	Plaintiff Exhibit 132
12/25/2018	CVS	\$ 97.48	Plaintiff Exhibit 132
12/29/2018	HP Instant Ink	\$ 3.20	Plaintiff Exhibit 132
12/30/2018	HP Instant Ink	\$ 3.20	Plaintiff Exhibit 132
2019			
1/1/2019	Adobe Creative Cloud	\$ 19.99	Plaintiff Exhibit 132
1/1/2019	Promo	\$ 49.00	Plaintiff Exhibit 132
1/9/2019	Universal Orlando	\$ 12.59	Plaintiff Exhibit 132
1/16/2019	Adobe Creative Cloud	\$ 29.99	Plaintiff Exhibit 132
1/20/2019	Microsoft	\$ 9.99	Plaintiff Exhibit 132
1/29/2019	HP Instant Ink	\$ 3.20	Plaintiff Exhibit 133
1/30/2019	Instacart	\$ 58.10	Plaintiff Exhibit 133
1/30/2019	HP Instant Ink	\$ 3.20	Plaintiff Exhibit 133
2/2/2019	Adobe Creative Cloud	\$ 19.99	Plaintiff Exhibit 133
2/9/2019	Universal Orlando	\$ 12.59	Plaintiff Exhibit 133
2/13/2019	Amazon	\$ 242.11	Plaintiff Exhibit 133
2/16/2019	Adobe Creative Cloud	\$ 29.99	Plaintiff Exhibit 133
2/16/2019	Amazon	\$ 17.11	Plaintiff Exhibit 133
2/16/2019	Amazon	\$ 17.98	Plaintiff Exhibit 133

2/20/2019	Microsoft	\$ 9.99	Plaintiff Exhibit 133
2/27/2019	Paypal	\$ 50.00	Plaintiff Exhibit 134
3/1/2019	Adobe Creative Cloud	\$ 19.99	Plaintiff Exhibit 134
3/1/2019	HP Instant Ink	\$ 3.20	Plaintiff Exhibit 134
3/1/2019	HP Instant Ink	\$ 3.20	Plaintiff Exhibit 134
3/4/2019	Office Depot	\$ 47.06	Plaintiff Exhibit 134
3/9/2016	Universal Orlando	\$ 12.59	Plaintiff Exhibit 134
3/16/2019	Adobe Creative Cloud	\$ 29.99	Plaintiff Exhibit 134
3/19/2019	Microsoft	\$ 9.99	Plaintiff Exhibit 134
3/29/2019	HP Instant Ink	\$ 3.20	Plaintiff Exhibit 135
3/29/2019	HP Instant Ink	\$ 3.20	Plaintiff Exhibit 135
4/1/2019	Walgreens	\$ 51.83	Plaintiff Exhibit 135
4/1/2019	Adobe Creative Cloud	\$ 19.99	Plaintiff Exhibit 135
4/2/2019	Promo	\$ 49.00	Plaintiff Exhibit 135
4/7/2019	Assurant	\$ 28.75	Plaintiff Exhibit 135
4/9/2019	Universal Orlando	\$ 12.59	Plaintiff Exhibit 135
4/16/2019	Adobe Creative Cloud	\$ 29.99	Plaintiff Exhibit 135
4/19/2019	Microsoft	\$ 9.99	Plaintiff Exhibit 135
4/23/2019	CryoFloat Spa	\$ 23.87	Plaintiff Exhibit 135
4/25/2019	Bluehost	\$ 138.60	Plaintiff Exhibit 136
4/27/2019	Amazon	\$ 37.07	Plaintiff Exhibit 136
4/29/2019	HP Instant Ink	\$ 3.20	Plaintiff Exhibit 136
4/30/2019	Amazon	\$ 37.07	Plaintiff Exhibit 136
4/30/2019	Vistaprint	\$ 86.47	Plaintiff Exhibit 136
5/1/2019	Adobe Creative Cloud	\$ 19.99	Plaintiff Exhibit 136
5/1/2019	Paddle.net	\$ 39.00	Plaintiff Exhibit 136
5/3/2019	Hotels.com	\$ 194.80	Plaintiff Exhibit 136
5/5/2019	Springhill Suites Dallas	\$ 161.92	Plaintiff Exhibit 136
5/7/2019	Promo	\$ 49.00	Plaintiff Exhibit 136
5/10/2019	Universal Orlando	\$ 12.59	Plaintiff Exhibit 136
5/14/2019	Thai Samurai	\$ 67.10	Plaintiff Exhibit 136
5/16/2019	Adobe Creative Cloud	\$ 29.99	Plaintiff Exhibit 136
5/21/2019	Microsoft	\$ 19.99	Plaintiff Exhibit 136
5/22/2019	Amazon	\$ 72.80	Plaintiff Exhibit 136
5/28/2019	HP Instant Ink	\$ 3.20	Plaintiff Exhibit 137
5/30/2019	HP Instant Ink	\$ 3.20	Plaintiff Exhibit 137
6/1/2019	Adobe Creative Cloud	\$ 19.99	Plaintiff Exhibit 137
6/5/2019	Amazon	\$ 38.11	Plaintiff Exhibit 137
6/7/2019	Assurant	\$ 29.75	Plaintiff Exhibit 137
6/9/2019	Universal Orlando	\$ 12.59	Plaintiff Exhibit 137
6/11/2019	Bluehost	\$ 466.87	Plaintiff Exhibit 137
6/14/2019	Bluehost	\$ 32.87	Plaintiff Exhibit 137
6/16/2019	Adobe Creative Cloud	\$ 29.99	Plaintiff Exhibit 137
6/16/2019	Office Depot	\$ 38.42	Plaintiff Exhibit 137
6/20/2019	Microsoft	\$ 9.99	Plaintiff Exhibit 137

6/21/2019	Amazon	\$ 47.43	Plaintiff Exhibit 137
6/29/2019	HP Instant Ink	\$ 3.20	Plaintiff Exhibit 138
6/30/2019	HP Instant Ink	\$ 3.20	Plaintiff Exhibit 138
6/30/2019	Sam's Club	\$ 140.00	Plaintiff Exhibit 138
7/1/2019	Adobe Creative Cloud	\$ 19.99	Plaintiff Exhibit 138
7/4/2019	Grainger	\$ 32.83	Plaintiff Exhibit 138
7/9/2019	Universal Orlando	\$ 12.54	Plaintiff Exhibit 138
7/15/2019	CCleaner	\$ 19.95	Plaintiff Exhibit 138
7/16/2019	Adobe Creative Cloud	\$ 29.99	Plaintiff Exhibit 138
7/18/2019	Amazon	\$ 17.18	Plaintiff Exhibit 138
7/18/2019	Amazon	\$ 27.33	Plaintiff Exhibit 138
7/19/2019	Microsoft	\$ 9.99	Plaintiff Exhibit 138
7/26/2019	Office Depot	\$ 45.84	Plaintiff Exhibit 139
7/29/2019	HP Instant Ink	\$ 3.20	Plaintiff Exhibit 139
7/30/2019	HP Instant Ink	\$ 3.20	Plaintiff Exhibit 139
8/1/2019	Adobe Creative Cloud	\$ 29.99	Plaintiff Exhibit 139
8/1/2019	Amazon	\$ 33.01	Plaintiff Exhibit 139
8/1/2019	Amazon	\$ 16.00	Plaintiff Exhibit 139
8/7/2019	Assurant	\$ 29.75	Plaintiff Exhibit 139
8/16/2019	Adobe Creative Cloud	\$ 29.99	Plaintiff Exhibit 139
8/20/2019	Microsoft	\$ 9.99	Plaintiff Exhibit 139
8/28/2019	HP Instant Ink	\$ 3.20	Plaintiff Exhibit 140
8/28/2019	Amazon	\$ 13.68	Plaintiff Exhibit 140
8/29/2019	Amazon	\$ 5.44	Plaintiff Exhibit 140
8/29/2019	HP Instant Ink	\$ 3.20	Plaintiff Exhibit 140
9/2/2019	Adobe Creative Cloud	\$ 29.99	Plaintiff Exhibit 140
9/9/2019	Dropbox	\$ 119.88	Plaintiff Exhibit 140
9/16/2019	Adobe Creative Cloud	\$ 29.99	Plaintiff Exhibit 140
9/21/2019	Microsoft	\$ 9.99	Plaintiff Exhibit 140
9/24/2019	Amazon	\$ 37.42	Plaintiff Exhibit 141
9/25/2019	Microsoft	\$ 9.99	Plaintiff Exhibit 141
9/28/2019	HP Instant Ink	\$ 3.20	Plaintiff Exhibit 141
9/28/2019	HP Instant Ink	\$ 3.20	Plaintiff Exhibit 141
10/1/2019	Adobe Creative Cloud	\$ 29.99	Plaintiff Exhibit 141
10/6/2019	Office Depot	\$ 71.55	Plaintiff Exhibit 141
10/9/2019	Walmart	\$ 60.65	Plaintiff Exhibit 141
10/13/2019	Best Buy	\$ 142.09	Plaintiff Exhibit 141
10/15/2019	Best Buy	\$ 117.69	Plaintiff Exhibit 141
10/16/2019	Adobe Creative Cloud	\$ 29.99	Plaintiff Exhibit 141
10/17/2019	Amazon	\$ 27.97	Plaintiff Exhibit 141
10/17/2019	Best Buy	\$ 80.24	Plaintiff Exhibit 141
10/18/2019	Amazon	\$ 69.54	Plaintiff Exhibit 141
10/18/2019	Best Buy	\$ 219.30	Plaintiff Exhibit 141
10/23/2019	Office Depot	\$ 40.19	Plaintiff Exhibit 141
10/25/2019	Microsoft	\$ 9.99	Plaintiff Exhibit 142

10/28/2019	HP Instant Ink	\$ 3.20	Plaintiff Exhibit 142
10/28/2019	HP Instant Ink	\$ 3.20	Plaintiff Exhibit 142
10/31/2019	Target	\$ 24.43	Plaintiff Exhibit 142
11/1/2019	Adobe Creative Cloud	\$ 29.99	Plaintiff Exhibit 142
11/1/2019	T-Mobile (Faith Antonio)	\$ 43.20	Plaintiff Exhibit 142
11/7/2019	Amazon	\$ 45.72	Plaintiff Exhibit 142

Total: \$28,613.62

Exhibit E- Forged Checks (Excluding Innisbrook)				
Date	Check	Payee	Amount	Notes
2015				
1/9/2015	1714	Bright House Networks	\$ 198.74	Plaintiff Exhibit 206 Plaintiff Exhibit 40
3/24/2015	1765	Bright House Networks	\$ 275.86	Plaintiff Exhibit 206 Plaintiff Exhibit 42
4/10/2015	1778	PHU Football Boosters ("for Christian Antonio")	\$ 100.00	Plaintiff Exhibit 206 Plaintiff Exhibit 44
5/6/2015	1797	Faith Antonio	\$ 900.00	Plaintiff Exhibit 206 Plaintiff Exhibit 44
8/29/2015	1828	Briana Antonio	\$ 600.00	Plaintiff Exhibit 206 Plaintiff Exhibit 47
9/5/2015	1832	Forged Check	\$ 600.00	Plaintiff Exhibit 206 Plaintiff Exhibit 47
9/11/2015	1833	Faith Antonio	\$ 600.00	Plaintiff Exhibit 206 Plaintiff Exhibit 47
10/1/2015	1837	Faith Antonio	\$ 600.00	Plaintiff Exhibit 206 Plaintiff Exhibit 48
2016				
5/19/2016	1864	Faith Antonio	\$ 150.00	Plaintiff Exhibit 206 Plaintiff Exhibit 56
7/5/2016	1868	Faith Antonio	\$ 600.00	Plaintiff Exhibit 206 Plaintiff Exhibit 57
7/13/2016	1871	Faith Antonio	\$ 600.00	Plaintiff Exhibit 206 Plaintiff Exhibit 57
7/22/2016	1873	Faith Antonio	\$ 600.00	Plaintiff Exhibit 206 Plaintiff Exhibit 57
7/28/2016	1874	Faith Antonio	\$ 600.00	Plaintiff Exhibit 206 Plaintiff Exhibit 57
9/8/2016	1878	Palm Harbor Football Boosters	\$ 200.00	Plaintiff Exhibit 206 Plaintiff Exhibit 59
9/29/2016	1884	SunCoast Traffic School	\$ 100.00	Plaintiff Exhibit 206 Plaintiff Exhibit 60
2017				
4/7/2017	1919	Paul Haul's Moving	\$ 1,078.00	Plaintiff Exhibit 206 Plaintiff Exhibit 66
5/29/2017	1921	Faith Antonio	\$ 600.00	Plaintiff Exhibit 206 Plaintiff Exhibit 69
6/23/2017	1917	Best Buy ("Faith Credit Card")	\$ 1,200.00	Plaintiff Exhibit 206 Plaintiff Exhibit 68

7/14/2017	1929	Faith Antonio	\$ 800.00	Plaintiff Exhibit 206 Plaintiff Exhibit 69
7/14/2017	1925	Merrick Bank (references account ending in 5783)	\$ 1,100.00	Plaintiff Exhibit 206 Plaintiff Exhibit 69 Plaintiff Exhibit 180 Defendant Exhibit 133
7/27/2017	1933	Faith Antonio	\$ 800.00	Plaintiff Exhibit 206 Plaintiff Exhibit 69
8/4/2017	1939	Faith Antonio	\$ 800.00	Plaintiff Exhibit 206 Plaintiff Exhibit 70
8/10/2017	1940	Faith Antonio	\$ 800.00	Plaintiff Exhibit 206 Plaintiff Exhibit 70
8/17/2017	1941	Faith Antonio	\$ 800.00	Plaintiff Exhibit 206 Plaintiff Exhibit 70
8/25/2017	1945	Faith Antonio	\$ 800.00	Plaintiff Exhibit 206 Plaintiff Exhibit 70
9/1/2017	1946	Faith Antonio	\$ 800.00	Plaintiff Exhibit 206 Plaintiff Exhibit 71
9/8/2017	1948	Faith Antonio	\$ 800.00	Plaintiff Exhibit 206 Plaintiff Exhibit 71
9/27/2017	1951	Faith Antonio	\$ 800.00	Plaintiff Exhibit 206 Plaintiff Exhibit 71
10/4/2017	1955	Credit One Bank (references account ending in 2218)	\$ 464.87	Plaintiff Exhibit 206 Plaintiff Exhibit 72
10/12/2017	1956	Faith Antonio	\$ 800.00	Plaintiff Exhibit 206 Plaintiff Exhibit 72
10/18/2017	1961	Merrick Bank (references account ending in 5783)	\$ 439.15	Plaintiff Exhibit 206 Plaintiff Exhibit 73 Plaintiff Exhibit 181 Plaintiff Exhibit 249
10/19/2017	1960	Faith Antonio	\$ 800.00	Plaintiff Exhibit 206 Plaintiff Exhibit 72
10/30/2017	1963	Faith Antonio	\$ 800.00	Plaintiff Exhibit 206 Plaintiff Exhibit 73
11/6/2017	1965	Best Buy ("Faith Credit Card")	\$ 445.90	Plaintiff Exhibit 206 Plaintiff Exhibit 73

11/6/2017	1964	Credit One Bank (references account ending in 2218)	\$ 410.21	Plaintiff Exhibit 206 Plaintiff Exhibit 73
11/14/2017	1967	Faith Antonio	\$ 600.00	Plaintiff Exhibit 206 Plaintiff Exhibit 73
12/5/2017	1973	Credit One Bank (references account ending in 2218)	\$ 409.74	Plaintiff Exhibit 206 Plaintiff Exhibit 74
12/11/2017	1974	Best Buy ("Faith Credit Card")	\$ 425.00	Plaintiff Exhibit 206 Plaintiff Exhibit 74
12/14/2017	1975	Faith Antonio	\$ 800.00	Plaintiff Exhibit 206 Plaintiff Exhibit 74
12/29/2017	1979	Faith Antonio	\$ 800.00	Plaintiff Exhibit 206 Plaintiff Exhibit 75
2018				
1/3/2018	1980	Credit One Bank (references account ending in 2218)	\$ 527.88	Plaintiff Exhibit 206 Plaintiff Exhibit 75
1/5/2018	2001	Faith Antonio	\$ 800.00	Plaintiff Exhibit 206 Plaintiff Exhibit 75
1/8/2018	2002	Best Buy (references account ending in 7351)	\$ 429.00	Plaintiff Exhibit 206 Plaintiff Exhibit 75
1/15/2018	2004	Merrick Bank	\$ 488.51	Plaintiff Exhibit 206 Plaintiff Exhibit 75 Plaintiff Exhibit 267 Plaintiff Exhibit 250
1/22/2018	2007	Faith Antonio	\$ 125.00	Plaintiff Exhibit 206 Plaintiff Exhibit 75
1/26/2018	2009	Faith Antonio	\$ 358.00	Plaintiff Exhibit 206 Plaintiff Exhibit 75
2/5/2018	2011	Credit One Bank (references account ending in 2218)	\$ 572.20	Plaintiff Exhibit 206 Plaintiff Exhibit 76
2/19/2018	2008	Faith Antonio	\$ 800.00	Plaintiff Exhibit 206 Plaintiff Exhibit 76
2/28/2018	2015	Faith Antonio	\$ 800.00	Plaintiff Exhibit 206 Plaintiff Exhibit 77
3/3/2018	2017	Credit One Bank ("Antonio 2218")	\$ 540.00	Plaintiff Exhibit 206 Plaintiff Exhibit 77
3/8/2018	2018	Best Buy (references account ending in 7351)	\$ 731.78	Plaintiff Exhibit 206 Plaintiff Exhibit 77

<u>Exhibit G-Forged Checks to Innisbrook</u>			
2017			
5/24/2017	Check # 1909	\$ 600.00	Plaintiff Exhibit 67 Plaintiff Exhibit 151 Plaintiff Exhibit 177
5/31/2017	Check # 2089	\$ 600.00	Plaintiff Exhibit 93 Plaintiff Exhibit 152
8/29/2017	Check # 1944	\$ 371.53	Plaintiff Exhibit 70 Plaintiff Exhibit 206
9/28/2017	Check # 1953	\$ 183.94	Plaintiff Exhibit 71 Plaintiff Exhibit 206
11/17/2017	Check # 1968	\$ 669.27	Plaintiff Exhibit 206 Plaintiff Exhibit 73 Plaintiff Exhibit 153
	Total for 2017:	\$ 2,424.74	
2018			
1/22/2018	Check # 2006	\$ 513.25	Plaintiff Exhibit 206 Plaintiff Exhibit 75 Plaintiff Exhibit 154
3/24/2018	Check # 2024	\$ 399.57	Plaintiff Exhibit 206 Plaintiff Exhibit 77 Plaintiff Exhibit 154
4/10/2018	Check # 2027	\$ 531.29	Plaintiff Exhibit 206 Plaintiff Exhibit 78 Plaintiff Exhibit 156
12/28/2018	Check # 2067	\$ 501.03	Plaintiff Exhibit 206 Plaintiff Exhibit 87
	Total for 2018:	\$ 1,945.14	
	<u>Total:</u>	\$ 4,369.88	