

BANKRUPTCY FRAUD- COLLUSION

	B	C	D	E	F	G	H	I
	Date	ID to Doc	Link	Author	Dkt	Pg	Para	Statement
1								
2								
3	12/22/2019	E-Mail		Geberth				Then you can worry about jail time where you will have to shower and go to the bathroom in front of strangers... Well everyone will be looking at your naked ass in prison taking a shower and shit. My civil suit will be filed as soon as I get 2019 books done. So you can try and make it right with some sort of compensation considering all the shit I have been paying for your entire family. So much stuff and why the fuck would I want to buy your kids anything. They have never done anything for me. Your whole family is involved in this as far as I am concerned... The post where you bought your mom a car. No you didn't. I'm pretty sure I bought your mom a car. You certainly didn't have the money for it. So where did the money come from...
4								
5				NOTES				I believe Geberth's statement about my mom's car, the 2016 Kia Forte, was stripped from me against Bankruptcy Rules to aid Geberth in his "payback" of items he gifted me and my family and as a vice to create an estate to (1) keep me stuck in the Bankruptcy forum and (2) filing DGP's Proof of Claim would give him the opportunity to get the property that Geberth claimed: "I'm pretty sure I bought your mom a car."
6								
7			Kanters Report					The downpayment for the vehicle was obtained by trading in my mom's old car and using \$5,000 from SSDI backpayments to provide my family a reliable car. In his expert report, the Kanter's insinuate misappropriation by using portions of my bank statements not introduced at trial that transfers made from my savings account where I kept my SSDI payments, were misappropriated from Geberth/DGP. (McEwen entered Kanter's full report into evidence that contains fabricated documents over my objections)
8			Kanters Report		740-6	54		Highlighting 8/2/16 Check number 207 Withdrawal for \$5,000.00 on Wells Fargo 0223
9			Kanters Report		740-7	53		Highlighting 7/14/16 Online Transfer from Antonio F Way2Save Savings 7497 Deposit Amount \$4,000.00
10								
11			Check			207		Payable to Friendly Kia
12								
13			Trial Transcript	Garcia-Cruz		70	12	4/25/2022: Garcia-Cruz: Okay. If you received Social Security benefits -- I mean Disability benefits, they would have been deposited into your Wells Fargo account; correct?
14							22	Okay. So if we saw deposits in your bank account for \$10,659.60, followed by a \$10,046.40 lump-sum payment from the Department of Treasury, that would be the lump sum that you received for your Social Security benefits?
15								
16				Solomon				Amended Complaint
17								
18	10/13/2020		Motion	Megna				Suggeston of Bankruptcy
19								
20	10/13/2020		Bkr. Docket			1		Voluntary Petition under Chapter 7
21								
22	10/14/2020		Bkr. Docket			4		Notice of Bankruptcy Case. Section 341(a) meeting to be held on 11/18/2020. Trustee Herendeen will hold the meeting telephonically
23								
24	10/14/2020		Motion	Solomon		5		Notice of Appearance: Stanford Solomon

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25								
26	10/15/2020	Complaint	Solomon				Dischargeability	
27								
28	10/16/2020	Bkr. Docket		6			Notice of Meeting of Creditors	
29								
30	10/20/2020	E-Mail	Antonio				<p>Hi Gino,</p> <p>I hope you are well.</p> <p>I was served for a Adversary Proceeding. Please see attached.</p> <p>Thank you,</p> <p>Faith Antonio</p>	
31							<i>Violating Rules By Serving Me Instead of Attorney</i>	
32							<p>Gino Megna <gino.megna@tampabay.rr.com> Tue, Oct 20, 2020, 1:51PM ☆ ☺ ↶ ⋮</p> <p>to me ▾</p> <p>About an hour ago I just got it from the docket I saw they filed one. We will have to file a response. I will be working on that. Please get docs prior to our meeting with trustee to my paralegal. Thanks</p> <p><i>Gino A. Megna, Esquire</i> Trial Attorney</p>	
33								
34	11/18/2020	Transcript	341 Meeting				<p>APPEARANCES BY CHRISTINE HERENDEEN, STEVEN PRALLE, ALLISON THOMPSON</p> <p>My name is Christine Herendeen. I'm the Chapter 7 Trustee, who is assigned to the case. We have a few other parties on the line, so I'm going to allow each party in this case to introduce themselves, beginning with Debtor's counsel, then U.S. Trustee, then creditor.</p> <p>MR. MEGNA: Yes, Attorney Gino Megna on behalf of the Debtor.</p> <p>MR. PRALLE: Steve Pralle on behalf of the United States Trustee.</p> <p>MS. THOMPSON: Allison Thompson on behalf of DGP Products, Inc., doing business as Numeric Racing.</p>	
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40				13			<p>MS. HERENDEEN: Okay. I know everybody else wants to ask questions. And so to that end, I wanted to let you know that I was able to move the meeting after this too, to make sure there would be a little extra time. So I'm not sure who wants to go next,</p>	
41							Ms. Thompson or Mr. Pralle?	
42				14			<p>MR. PRALLE: This is Steve Pralle. I'll defer to Ms. Thompson at this time.</p>	
43								
44							<p>MS. THOMPSON: All right. For time purposes, I'll go ahead and turn it back over to you, Ms. Herendeen.</p>	
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46							<p>BY MR. PRALLE:</p>	
47							<p>Q When is the last time you worked?</p>	
48							<p>Antonio: The last time I worked was for Homeowners Choice in 2012.</p>	
49							<p>MR. PRALLE: Let's see. Madam Trustee, we have no further questions for time, in consideration of the time constraints. We will look forward to further examination on a continued date which you set for us.</p>	

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50	<p>MS. HERENDEEN: Okay. And so let's -- again, due to the holidays -- look at something a little further out. We've put a couple others on December 10th. Would people be available maybe at 3 o'clock on December 10th?</p> <p>MR. PRALLE: Actually, let me check. I think I have a depo that afternoon. I'll open up my calendar. Hang on one second.</p> <p>MS. HERENDEEN: Or 2 o'clock, or that wouldn't work either.</p> <p>MR. PRALLE: Sure. I'm sorry --</p> <p>MR. MEGNA: Is the purpose of the continuance strictly just to ask more questions, or what's the purpose of the continuance? Because I know there's the adversary complaint where they can just take her deposition, if they wanted to do. So I'm just trying to kind of figure that out.</p> <p>MR. PRALLE: Okay, let's see. Let me bring my calendar up here.</p> <p>MR. MEGNA: Madam Trustee, did you hear me?</p> <p>MS. HERENDEEN: Right. Well, I do not have any further questions.</p> <p>MR. MEGNA: Okay.</p> <p>MS. HERENDEEN: But if the U.S. Trustee's Office has further questions, then I would continue the meeting.</p> <p>MR. PRALLE: And we do.</p> <p>MS. HERENDEEN: Oh, you know what, oh, I'm so sorry. I just realized, I was wondering why it seemed to show I was out of the office and then I couldn't find out -- I couldn't figure out why. Now I see why. I can't do it that day. I could do it either Monday afternoon, as long as it was 3 o'clock or later; Tuesday afternoon -- and this is the 14th or 15th -- anytime Tuesday afternoon.</p>							
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64		Handbook for Chapter 7 Trustees			24			
65	The trustee may not routinely continue meetings, unless the trustee states a reason particular to an individual case for not concluding the meeting. The trustee should rarely continue a meeting in advance once the notice of the meeting has been issued. If the trustee must continue the meeting, however, the trustee must announce the continued date to all parties present at the initial meeting, advise the United States Trustee, if requested, and ensure that notice of the continued date is given. Fed. R. Bankr. P. 2003(e) and 28 U.S.C. § 586. If creditors are present, and if debtor's counsel is present, the trustee should permit creditors to ask questions of the debtor before continuing the meeting. The trustee must be aware of and comply with the local rules and practices governing rescheduling requests and continuances. 28 U.S.C. § 586.							
66	11/18/2020	Bkr. Docket						The Trustee appointed to this case states that the initial meeting of creditors was held and continued to allow further examination of the debtor(s) and/or records of the debtor(s). The continued meeting of creditors will be held on 12/15/2020 at 1:00 pm at Trustee Herendeen will hold the meeting telephonically.
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68	11/19/2020	Motion			9	JOINT DISCOVERY AND CASE MANAGEMENT PLAN		
69	<p>2. List the cases related to this one that are pending in any state or federal court with the case number and court.</p> <p>In re: Faith Elyzabeth Antonio, U.S. Bankruptcy Court for the Middle District of Florida, Case No. 8:20-BK-07637.</p>							

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70								<p>3. Briefly describe what this case is about.</p> <p>This is an adversary proceeding in which DGP Products Inc. d/b/a Numeric Racing (“DGP”) seeks to prevent the discharge of the repayment obligations that Faith Elyzabeth Antonio owes to DGP. based on claims that the debt obligation was incurred by fraud, deceit, embezzlement, theft, and misappropriation of assets belonging to DGP while Ms. Antonio was employed by DGP. DGP also seeks to prevent the discharge of all of Ms. Antonio’s debt because she has unjustifiably resisted providing information to DGP to enable DGP to determine the full amount of Ms. Antonio’s misappropriation and is using the bankruptcy code to prevent and obstruct DGP from uncovering the full extent of Ms. Antonio’s misappropriation.</p> <p>Ms. Antonio denies all the allegations and was in dating relationship with the owner of DGP throughout the time period expressed in the complaint and alleges all transactions were expressly authorized by the Daniel Geberth. Defendant believes any of these allegations are based upon a scorned boyfriend from a previous relationship.</p>	
71								<p>9. Described the proposed agreed discovery plan, including:</p> <p>A. DGP intends on subpoenaing personal financial documents of the Ms. Antonio from third parties. When DGP attempted to serve these subpoenas in the state court litigation, Ms. Antonio objected. Ms. Antonio has indicated that Ms. Antonio will continue to object to the service of the subpoenas on the same grounds, necessitating court intervention.</p> <p>DGP has offered to enter into a Confidentiality Agreement that would restrict the use or disclosure of any financial record received in discovery to this case and any permitted proceedings relevant to pursuit of claims and charges against Ms. Antonio (and her alleged accomplices) for misappropriation and the like in an attempt to resolve this issue. Ms. Antonio has rejected this Confidentiality Agreement.</p> <p>DGP requests that ESI shall be produced in native format (as opposed to .PDF format) such that all metadata is preserved and displayed upon production. All costs of ESI discovery must be borne initially by the requesting party, subject to reallocation upon motion.</p> <p>B. When and to whom DGP anticipates that it may send interrogatories.</p> <p>DGP will serve interrogatories to Ms. Antonio after documents are produced by third parties pursuant to subpoenas <i>duces tecum</i> served by DGP</p> <p>C. When and to whom Ms. Antonio anticipates it may send interrogatories.</p> <p>Ms. Antonio anticipates on sending interrogatories and or may have subpoenas to be served.</p> <p>D. Of whom and by when DGP anticipates taking oral depositions.</p> <p>DGP plans to depose Ms. Antonio, her daughter, her boyfriend, Intuit, Innsbrook, and other co-conspirators and associates of Ms. Antonio.</p> <p>E. Of whom and by when Ms. Antonio anticipates taking oral depositions.</p> <p>Ms. Antonio plans to depose Daniel Geberth and all others on Ms. Antonio’s witness list.</p>	

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72							<p>F. When the plaintiff (or the party with the burden of proof on an issue) will be able to designate experts and provide the reports required by Rule 26(a)(2)(B), and when the opposing party will be able to designate responsive experts and provide their reports.</p> <p>DGP plans to retain several experts, including a forensic accountant, a bookkeeper/account manager expert, computer technology expert, software program expert, and banking expert. DGP's expert reports will be produced to Ms. Antonio by February 15, 2021, assuming that production from third parties can be accomplished in a timely manner. Ms. Antonio's expert reports must be produced to DGP by March 15, 2021. Any related report by DGP's experts must be produced by March 31, 2021. Exert depositions to be completed by April 30, 2021.</p> <p>10. State the date the planned discovery can reasonably be completed.</p> <p>May 15, 2021</p> <p>11. Describe the possibilities for a prompt settlement or resolution of the case that were discussed in your Rule 26(f) meeting.</p> <p>None at this time.</p>		
73									
74	12/9/2020	E-Mail	Antonio	<p>----- Forwarded message ----- From: Faith Antonio <faithantonio@gmail.com> Date: Wed, Dec 9, 2020 at 12:14 PM Subject: Questions To: Gino A. Megna, Esq. <gmegna@mcguirelawoffices.com></p> <p>Why were you unable to file a motion to dismiss in this case?</p> <p>Why couldn't a bond be placed against the Plaintiff?</p> <p>When is the next Creditors Meeting?</p> <p>What are the deadlines coming up?</p> <p>Never received an answer for this.</p> <p>Thanks.</p>					
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76	12/9/2020	E-Mail	Antonio			2:15pm	<p>From: Faith Antonio <faithantonio@gmail.com> Sent: Wednesday, December 9, 2020 2:15 PM To: Gino A. Megna, Esq. <gmeгна@mcguirelawoffices.com>; Tabitha Gregor <tabithagregor@gmail.com>; mlawoff1@tampabay.rr.com Subject: Re: Questions</p> <p>That is incorrect. The whole complaint is deficient. I was never employed by this person. You have taken this case and gone sideways.</p> <p>You have basically ignored everything that I have said and presented to you. There has been absolutely no communication. Nothing has been presented to me before even filing anything. No consent. No consent filing that answer. You are making decisions for me that I did not agree to.</p> <p>I have asked you to present some of that information to Detective Aiken so that he could possibly close the case against me, so that I can file complaints against him for filing false police reports and have them look at the extortion again. Nothing.</p> <p>I couldn't hear during the 341 meeting. I asked last week during our own meeting but instead got the time for Monday's meeting. You checked out during that meeting while the Plaintiff's lawyer had a go at me like it was a deposition. You were too busy during the meeting on Monday, there were plenty of rebuttals that you could have said. Like when the Judge said that she would be curious and hope that the Defendant had declared wages. I never received any of this money! The Plaintiff never filed this himself!!!</p> <p>You have told me that I have to stop playing victim. I am a victim. It has nothing to do with who I chose to date for the past five years.</p> <p>The past year I have been threatened, harassed, detectives coming at my door multiple times, name smeared, etc. etc. I am a victim of domestic violence.</p>	
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78							<p>On top of it, during the meeting last week, before I could even finish a sentence you said that you weren't going to lie for me. Why would anyone say that to me?</p> <p>Have you heard the rumors of the smear campaign that has gone against me the past year? I never asked anyone to lie. I am not lying. If you have heard rumors, then maybe there is a conflict. I need someone willing to fight this for me and really put the effort in.</p> <p>But I also feel that I am not being adequately represented. You filed a blanket statement for an answer. I'm not a lawyer and I know that's not what you are supposed to do. And then Sandy Solomon said he thought you would have refilled it before the meeting on Monday. You didn't even bother. That man toes the line of ethics in his practice. He has quite the reputation of playing dirty.</p> <p>I will file my own answer. Better than a blanket document rushed through without case law or context.</p> <p>It comes down to, as always, financial. Because this case may cost \$100k, as you have said, and you are well aware that after leaving my ex, who supported me financially, I haven't a dime. Basically when it comes to anything, if you don't have money, you are screwed in life, no matter the circumstances. I get it. Hopefully life will give me a homerun with a social campaign for awareness. I don't have anything to lose. With that, I would have expected any lawyer on my case to get a boost from the exposure in representing me. It is what it is. Just as my ex threatened, he knows I can't afford an attorney and he is gonna fuck me over. I am not going to pay a lawyer to hand me on a platter.</p>	
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80							<p>So what I will get is the bare minimum from you to get this case through the courts and then it doesn't matter, because I am the one who has to deal with the aftermath.</p> <p>So, in an alternate universe, if I came to the table with 50k, how would this case be worked on differently?</p> <p>With that said, this is the third time I am basically asking you to hold on any work on my case.</p> <p>Therefore I am asking for your withdrawal regarding the adversary complaint.</p> <p>Faith Antonio</p>	
81								
82	12/9/2020	E-Mail	Megna			12:38 PM	<p>On Wed, Dec 9, 2020 at 12:38 PM Gino A. Megna, Esq. <gmegna@mcguirelawoffices.com> wrote:</p> <p>I am working on requests this week to other side. I still have to amend my affirmative defenses the judge gave me 14 days. There are no motions to dismiss on face of pleadings. There May be partial motions for summary judgment down the road. Creditors meeting was announced at last meeting with us all on phone. I will get you the date again and time. I believe it's next week or the following. I did not find anything that a bond can be placed. I explained that to you at our last meeting.</p> <p>Gino A. Megna, Esquire Trial Attorney</p>	
83								
84	12/9/2020	E-Mail	Megna			2:44pm	<p>On Wed, Dec 9, 2020 at 2:44 PM Gino A. Megna, Esq. <gmegna@mcguirelawoffices.com> wrote:</p> <p>Faith,</p> <p>Highly concerning your below email since we literally discussed with your sister present in my office last week your below issues. Its best I withdraw at this point as you asked for at the end of your email. I will put together a motion to withdraw and get it filed by tomorrow or a stipulation for withdraw. Good luck with everything, thank you.</p> <p>Gino A. Megna, Esquire Trial Attorney</p>	
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86	12/10/2020	E-Mail	Gregor			7:30 AM	<p>Tabithaann Gregor <tabithagregor@gmail.com> to me, Esq., mlawOff1, achandler ▾</p> <p>Dec 10, 2020, 7:30 AM ☆ 😊 ↶ ⋮</p> <p>Gino and Mcguire law firm,</p> <p>Please make sure you are including me in your responses to Faith and please make sure this statement of charges is forwarded to me as well.</p> <p>With that being said, I do not know if Faith will be able to answer you back today or even tomorrow. After the horrible day she had, Faith wanted to take her life last night and I had to have her taken to a hospital. Please again make sure you and your office are communicating with me. I see from the email at 5:06 pm yesterday that she confirmed my involvement.</p> <p>We still don't have an explanation as to why there is no 100,000.00 bond that Mr. Mcguire seemed to think your firm could impose on Daniel Geberth. When I asked you at the meeting you said we can't and then moved the conversation along. Which was going very fast. That is not an explanation. What is the reason for not being able to impose the bond?</p> <p>Since I was not CC'd on your response I have no idea where you and Faith left off. You were paid in full for the bankruptcy before you would even start it. Are you still handling the bankruptcy?</p> <p>Thank you for your time,</p> <p>Tabitha Gregor</p> <p>On a side note, I understand that you don't have a domestic violence background. This is domestic violence at its best and you are not seeing that. Your response to Faith in the meeting "well you dated him Faith" was very appalling to me. Gino that does not ever make it right for someone to do this especially at this level of fabrication.</p>	
87								
88	12/10/2020	E-Mail	Megna			7:34am	<p>Gino A. Megna, Esq. <gmegna@mcguirelawoffices.com> to Tabithaann, me, mlawOff1@tampabay.rr.com, Austin ▾</p> <p>Dec 10, 2020, 7:34 AM ☆ 😊 ↶</p> <p>I am very sorry to hear that and hope she is okay. Faith has asked me to withdraw from representation on adversary complaint so I will file necessary motion with the court. I will get you statement of charges in the matter. I am still handling the bankruptcy portion and they have the continued creditors meeting next week.</p>	
89								
90	12/13/2020	E-Mail	Gregor			3:12pm	<p>Tabithaann Gregor <tabithagregor@gmail.com> to Tabitha, Esq., me, Austin ▾</p> <p>Sun, Dec 13, 2020, 3:12 PM</p> <p>What time is the creditors meeting for Monday, 12/14? The trustee wanted Faith to submit proof of values for the cars that are listed in the bankruptcy, see attached.</p> <p>Thank you, Tabitha</p>	
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92							<p>Gino A. Megna, Esq. <gmegna@mcguirelawoffices.com> to Tabithaann, me, Austin ▾</p> <p>Dec 13, 2020, 3:28 PM ☆ 😊 ↶ ⋮</p> <p>The meeting is not on Monday I believe it's Tuesday or Wednesday I'm not in my office but I will let you know exactly tomorrow am the time. As far as the car values if she wants to send me Kelly blue book values that's fine.</p> <p>Gino A. Megna, Esquire Trial Attorney</p>	
93								
94	12/13/2020	E-Mail	Gregor				<p>Tabithaann Gregor <tabithagregor@gmail.com> to Tabitha, Esq., me, Austin ▾</p> <p>Dec 13, 2020, 3:43 PM ☆ 😊 ↶ ⋮</p> <p>Also, I just came across file documents on the 10th (you were still employed by us) a notice of service of subpoenas to produce documents for Faith's own personal accounts with which Faith has discussed with you that she will produce on her own. Why weren't we informed about this?</p> <p>Also, I did attach the Kelly blue book in the previous email. I know you are off today please do not feel you need to respond until you are in the office Monday morning. If the meeting happens to be Monday please let me know ASAP, so I can make appropriate arrangements.</p> <p>Thank you, Tabitha</p>	
95								
96	12/14/2020	E-Mail	Megna				<p>Gino A. Megna, Esq. <gmegna@mcguirelawoffices.com> to Tabitha, me, Austin ▾</p> <p>Dec 14, 2020, 9:12AM ☆</p> <p>They were notices that were just recently filed she has a time frame she can object and court will set a hearing.</p> <p>Gino A. Megna, Esquire Trial Attorney</p>	
97							<p>Gino A. Megna, Esq. <gmegna@mcguirelawoffices.com> to Tabitha, me, Austin ▾</p> <p>Dec 14, 2020, 9:15AM ☆</p> <p>Tomorrow at 1 is the continued 341 meeting.</p> <p>Gino A. Megna, Esquire Trial Attorney</p>	
98								
99	12/10/2020	Doc	Solomon				<p><u>PROOF OF CLAIM (7-1)</u></p> <p>(5) Do you know if anyone else has filed a proof of claim for this claim? No</p> <p>(7) How much is the claim? \$172,327.60</p> <p>(8) What is the basis of the claim? Embezzlement/Theft</p> <p>Part 3: A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.</p> <p>I am the creditor's attorney or authorized agent.</p> <p>I understand that as an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.</p> <p>I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.</p>	
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107	I declare under penalty of perjury that the foregoing is true and correct.								
108	Executed on date 12/10/2020 Stanford R. Solomon								
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110	12/11/2020	E-Mail	Megna				<p>Gino A. Megna, Esq. <gmegna@mcguirelawoffices.com> to Tabithaann, me, Austin ▾</p> <p>Faith,</p> <p>They are attempting to coordinate your deposition as I was going to take Daniel; s as we;; but I haven't answered because I will be withdrawing. Hope you are feeling better and when you get a chance please sign the motion to withdraw that I sent yesterday.</p> <p>Thanks</p> <p>Gino A. Megna, Esquire Trial Attorney</p>	Dec 11, 2020, 1:14 PM ☆ 😊 ↩ ⋮	
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112	12/13/2020	Motion	Megna	13			Motion to Withdraw as Counsel (Adversary Proceeding)		
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114	12/15/2020	Transcript Audio	341 Meeting				<p>Continued 341 Creditors Meeting APPEARANCES BY: CHRISTINE HERENDEEN, GINO MEGNA, ALLISON THOMPSON & KATHERINE M. JOHNSON (For DGP Products, Inc) ALSO PRESENT: DANIEL GEBERTH TRUSTEE PRALLE NOR ANY OTHER REP FROM THE US TRUSTEE APPEARED</p> <p>Herendeen: I want to start by asking again about the situation with your vehicles. You had scheduled a 2016 Kia and a 2008 Ford Mustang. Was it your intent to retain both of these vehicles? Antonio: Yes. The 2005 Ford Mustang is not mine. It was purchased solely by my son when he was a minor. And my name was on it and I failed to take it off when he became an adult.</p>		
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121	12/15/2020	Bkr. Docket	Herendeen				<p><i>"The Trustee appointed in this case states that the initial meeting of creditors was held and concluded on 12/15/20"</i></p> <table border="1"> <tr> <td>12/15/2020</td> <td>The trustee appointed in this case states that the initial meeting of creditors was held and concluded on 12/15/2020. Debtor appeared. (Herendeen, Christine) (Entered: 12/15/2020)</td> </tr> </table>	12/15/2020	The trustee appointed in this case states that the initial meeting of creditors was held and concluded on 12/15/2020 . Debtor appeared. (Herendeen, Christine) (Entered: 12/15/2020)
12/15/2020	The trustee appointed in this case states that the initial meeting of creditors was held and concluded on 12/15/2020 . Debtor appeared. (Herendeen, Christine) (Entered: 12/15/2020)								
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124			NOTES				<p>Section 547 - Preferences: This section deals with preferential transfers. It is probably the most important and most frequently used avoiding power of the trustee. The trustee may avoid any transfer of property to a creditor for an antecedent debt made while the debtor was insolvent within 90 days of the date the petition was filed. The 90-day time period is extended to one year if the transfer is to an "insider" as defined in section 101(31). The transfer in question can be the granting or perfection of a lien or security interest as to property of the debtor.</p>		
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126	12/15/2020	Bkr. Docket	Herendeen				The Trustee hereby gives notice of recovery of assets in the instant bankruptcy case. The Trustee respectfully requests that the Clerk of the Bankruptcy Court set a claims bar date and give notice of need to file proofs of claims to all creditors and parties in interest. Filed by Trustee Christine L Herendeen. (Herendeen, Christine) (Entered: 12/15/2020)	
127								
128	12/15/2020	Notice		8			<p>_____ Debtor*/</p> <p>NOTICE OF DEADLINE TO FILE PROOF OF CLAIM</p> <p>NOTICE IS HEREBY GIVEN TO CREDITORS, AND OTHER PARTIES IN INTEREST:</p> <p>Pursuant to Fed. R. Bankr. P. 3002(c)(5), creditors are hereby notified that a dividend now appears possible in this case. Therefore, the "Deadline to File a Proof of Claim" in this case is March 19, 2021 .</p> <p>A proof of claim is a signed statement describing a creditor's claim. If you do not file a proof of claim by the "Deadline to File a Proof of Claim" provided herein, you might not be paid any money on your claim against the Debtor in the bankruptcy case. To be paid, you must file a proof of claim, even if your claim is listed in the schedules filed by the Debtor. Any creditor who has filed a proof of claim in this case previously need not file another proof of claim.</p> <p>A Proof of Claim form ("Official Form B 410") may be filed on-line at the Court's website -- www.flmb.uscourts.gov, or obtained at the United States Courts Web site: (http://www.uscourts.gov/FormsAndFees/Forms/BankruptcyForms.aspx) or at any bankruptcy clerk's office. A claim may be filed with or mailed to the Clerk of the Bankruptcy Court.</p>	
129							1 HOUR AFTER THE CONTINUED MEETING OCCURRED, HERENDEEN EMAILS MEGNA	
130	12/15/2020	E-Mail	Herendeen			3:58 PM	<p>From: Christine Herendeen <clherendeen@herendeenlaw.com> Sent: Tuesday, December 15, 2020 3:58 PM To: gino.megna@tampabay.rr.com Subject: Case 20-07637 FAITH ELYZABETH ANTONIO</p> <p>Gino,</p> <p>I will make a settlement offer that I think will be the best offer. The 2015 Kia Forte has scheduled non-exempt equity of \$2311 and the Mustang has scheduled non-exempt equity of \$1000 for a total of \$3,311.00. I ran a KBB of the Kia and using private party value, which is the accepted value in Tampa, it is \$10,854.00. Using the scheduled lien amount of \$3489.00, it would have equity of \$7365.00, which would need to be confirmed by providing a copy of the reaffirmation agreement. I will agree to accept \$5,288.00 to be paid via a lump sum payment by the end of January in settlement of all issues related to the equity in the Kia, equity in the Mustang, equity in any unscheduled personal property that she testified about during the 341 mtgs, and any transfers that she testified about during the 341 meetings. I would not pursue her, or any member of her family or any family friends in connection with transfers of personal property that she testified about during the 341 meetings. Again, I will need a copy of the reaffirmation agreement in support of SCH D and to the extent the amount due on the day of filing is less than the amount on SCH D, this offer would go up by the same amount.</p> <p>If she does not wish to accept this offer, then she can agree to sell the Kia to Carvana, or I will move for turnover of the Kia to sell it through Carvana if she will not cooperate. I would then need her to complete the Carvana information because we fill it out without adding ANY options, which means the vehicle may well have a higher value than the one attached but it should not be lower. Since there is non-exempt equity in the Kia, it is property of the estate and she would be entitled to payment of her exemptions from the sale proceeds with the remainder coming to the estate. A copy of the Carvana quote is attached and it essentially supports the KBB private party value. I would also review the case again for a potential appraisal with respect to the Mustang and other personal property, and further review the issue of the transfers.</p> <p>I would request a response to this offer by the end of this week because I will be out of the country beginning 12/26 until 1/6. I'd like to know if we are going to be able to settle, and again, I think this is a very fair and reasonable offer under the circumstances, and she filed knowing that there was non-exempt equity to resolve.</p> <p>Christine L. Herendeen Chapter 7 Trustee, Attorney and Mediator</p>	


BANKRUPTCY FRAUD- COLLUSION

	B	C	D	E	F	G	H	I
131	<p>If she does not wish to accept this offer, then she can agree to sell the Kia to Carvana, or I will move for turnover of the Kia to sell it through Carvana if she will not cooperate. I would then need her to complete the Carvana information because we fill it out without adding ANY options, which means the vehicle may well have a higher value than the one attached but it should not be lower. Since there is non-exempt equity in the Kia, it is property of the estate and she would be entitled to payment of her exemptions from the sale proceeds with the remainder coming to the estate. A copy of the Carvana quote is attached and it essentially supports the KBB private party value. I would also review the case again for a potential appraisal with respect to the Mustang and other personal property, and further review the issue of the transfers.</p> <p>I would request a response to this offer by the end of this week because I will be out of the country beginning 12/26 until 1/6.</p> <p>I'd like to know if we are going to be able to settle, and again, I think this is a very fair and reasonable offer under the circumstances, and she filed knowing that there was non-exempt equity to resolve.</p>							
132								
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138			NOTES				Carvana sells the car, pays the lien, and sends the remainder to the seller. I believe this is how the Trustee attempts to circumvent Bkr. Rules	
139		Handbook for Chapter 7 Trustees			47		When selling fully encumbered property, the trustee must administer the sale to avoid a diminution of funds otherwise available for unsecured creditors. 11 U.S.C. § 704, 28 U.S.C. § 586.	
140								
141	12/15/2020	E-Mail	Megna * Herendeen				<p>Megna: “She has 8K in exemptions with the wildcard exemption. Very little personal property other than the vehicles and transfers outside the time frame or things were owned by her family. How do you come up with \$5,288.00?”</p> <p>Herendeen: “In an attempt to give her a fair initial settlement offer, it is based primarily on the equity in the Kia (\$4288 after deducting the lien on D, \$1k claimed exemption, plus unused exemptions of \$2077 that I assume were not used in error so I gave her the benefit of those exemptions in formulating this offer), then \$1000 on everything else, including the Mustang, unsecured personal property and transferred personal property.”</p>	
142								
143								
144	12/16/2020	Motion	Herendeen	8			Application to Employ Christine L. Herendeen of Herendeen Law, LLC as General Counsel for the Trustee	
145								
146	12/16/2020	Order		9			Order Approving Application to Employ/Retain Christine L. Herendeen of Herendeen Law, LLC as General Counsel	
147								
148		Handbook for Chapter 7 Trustees			42		Sections 542 and 543 govern the turnover of property. Subsection 542(a) contains the general requirement that estate property be delivered to the trustee. Subsection 542(e) allows the court to order a person holding papers or other recorded information about the debtor’s property or financial affairs to turn over the property rather than just disclose the information.	
149								

BANKRUPTCY FRAUD- COLLUSION

	B	C	D	E	F	G	H	I							
150							<p>Samantha Dammer <sdammer@attysam.com> to me ▾</p> <p>Dec 17, 2020, 4:59 PM ☆ 😊 ↶ ⋮</p> <p>I have reviewed the complaint. These sorts of cases can be very involved especially if there are emotions involved on his side. I've handled a lot of cases like this and can definitely help you but I do have some questions. Are you available to speak about this in the morning?</p> <p>Also just to give you a general idea on fees...my hourly rate is \$400 and my initial retainer would be between \$5-7k depending upon whether we would be pursuing a counter claim against Daniel.</p> <p>I look forward to speaking with you about this further.</p>								
151													<p>sdammer@attysam.com to me ▾</p> <p>Dec 18, 2020, 10:06 AM ☆ 😊 ↶ ⋮</p> <p>Faith,</p> <p>It was nice speaking with you. I look forward to helping you obtain justice in this case.</p> <p>Attached is my engagement letter for you to sign and return. I'll also send you a link to my payment processing service. Please authorize your previous attorney to communicate with me on your behalf and to turn over any relevant paperwork in your file.</p> <p>Thank you for your business.</p> <p>Sincerely,</p> <p>SAMANTHA L. DAMMER, ESQ. MANAGING ATTORNEY SAMANTHA L. DAMMER, P.A. "Compassionate Representation Since 1998"</p>		
152	12/18/2020	Email	Dammer												
153													<i>"I look forward to helping you obtain justice in this case."</i>		
154															

BANKRUPTCY FRAUD- COLLUSION

	B	C	D	E	F	G	H	I
155	12/18/2020	Engagement Letter	Dammer				<p>SAMANTHA L. DAMMER, P.A. <i>Compassionate Representation Since 1998</i></p> <p>*Samantha L. Dammer, Esq. *Admitted to practice in Florida, and Illinois</p> <p>December 18, 2020</p> <p>Re: Engagement Agreement for Legal Services</p> <p>Ms. Faith Antonio</p> <p>Dear Ms. Antonio</p> <p>I am pleased that you have elected to have us represent you. The Florida Bar encourages the use of written agreements to avoid possible misunderstandings concerning the nature of the engagement and the basis of payment for the legal services to be rendered. Accordingly, the proposed basis of our representation is outlined below for your review and approval.</p> <p>1. Nature of Engagement. Specifically, you have engaged us to represent you in the matter of Bankruptcy adversary proceeding.</p> <p>We would also be delighted to represent you in such other specific matters as you may entrust to us from time to time. Our engagement will be strictly limited to those matters for which we have been specifically retained and engaged by mutual agreement.</p>	
156							<p>Although Dammer filed her Notice of Appearance, she failed to sign and date the Engagement Letter herself and did not forward a copy of the completed Engagement Letter to me, in accordance with the Agreements statement, “THIS AGREEMENT IS NOT ACCEPTED UNTIL SIGNED BY THE LAW FIRM.”</p>	
157								
158	12/21/2020	E-Mail	Thompson				<p>Subject: Re: Antonio, Faith- 8:20-bk-07637-CPM- 8:20-ap-537 From: Allison Thompson <athompson@solomonlaw.com> Date: Mon, December 21, 2020 8:30 am To: "sdammer@attysam.com" <sdammer@attysam.com> Cc: Stanford Solomon <SSolomon@SolomonLaw.com>, Katherine Johnson <kjohnson@solomonlaw.com></p> <p>Good Morning,</p> <p>I see you file your Notice of Appearance in this matter. We have been attempting to coordinate the 2004 Examination of Ms. Antonio.</p> <p>Please let me know which of these day works best for you and your client: 1/28/21 starting at 9 a.m.; 1/29/21 starting at 9 a.m.; 2/4/21 at 9 a.m. or 2/8/21 at 9 a.m.</p> <p>Sincerely,</p> <p>THE SOLOMON LAW GROUP, P.A.</p> <p>Allison Thompson</p> 	
159								

BANKRUPTCY FRAUD- COLLUSION

	B	C	D	E	F	G	H	I
160	12/21/2020	E-Mail	Dammer * Antonio				<p>sdammer@attysam.com to me ▾</p> <p>Mon, Dec 21, 2020, 8:42 AM ☆ 😊 ↶ ⋮</p> <p>Please see below and confirm that Feb. 4 works for you. A 2004 examination is like a deposition. Also I'll be filing the amended affirmative defenses today and will send you a copy.</p> <p>Sincerely,</p> <p>SAMANTHA L. DAMMER, ESQ. MANAGING ATTORNEY</p>	
161								
162							<p>Faith Antonio <faitheantonio@gmail.com> to Samantha ▾</p> <p>Dec 21, 2020, 8:54 AM ☆ 😊 ↶ ⋮</p> <p>Quick question, is Solomon Law able to do a 2004 since they are an adversary and technically not a creditor. Allison was harassing me during the creditor meeting and asking me questions unrelated to the bankruptcy.</p> <p>Faith</p>	
163							<p>sdammer@attysam.com to me ▾</p> <p>Dec 21, 2020, 8:55 AM ☆ 😊 ↶</p> <p>nope. they can only do a deposition and I will remind them of that.</p> <p>...</p>	
164								
165	12/21/2020	E-Mail	Dammer * Antonio				<p>Dammer: "Please see attached for your records. There is a hearing on discovery matters 1/11/21...we should set up a time to discuss this after the holidays. I'll be in the office today and tomorrow, and then back on December 28 should you need to reach me."</p>	
166							<p>Antonio: "Is there any worry about the subpoenas that Solomon has filed? In state court they sent out the subpoenas anyway even though they were objected to and did not set it to hearing. I was butting heads with Mr. Megna, he didn't see why I shouldn't just give them full access to all of my financial accounts, from 2014 to present. The discovery requests were one sided and like a search warrant."</p>	
167							<p>Dammer: "That's what the hearing on 1/11/21 is for, and I have also not seen the proposed confidentiality agreement. If you would send it to me that would be helpful in our discussion next week."</p>	
168								
169	12/22/2020	E-Mail	Herendeen * Megna				<p>Herendeen: "I saw the appearance by Samantha Dammer but it seems that her appearance is for the purpose of representing her in the ADV proceeding. If that is not the case and I should communicate settlement offers to her office, please let me know. Before I finalize a settlement offer, I am going to request documentation of the source of the \$6500 that was paid to Samantha Dammer as a retainer."</p>	
170							<p>**Megna: "I am forwarding your email to Samantha. I spoke with her yesterday it was a little unclear as if she was helping on this end but she wanted me to forward your email to me about the offer. So im thinking she is." **</p>	
171							<p>Herendeen: "I will be sure to include her in my future communications."</p>	
172								
173	12/23/2020	E-Mail	Dammer * Antonio				<p>Dammer: Thanks I will review. Also the Chapter 7 trustee is following up on the buy-back offer that she made to your prior counsel with regard to your vehicle, etc. We should discuss that as well. She asked me who paid the retainer to me and I'm assuming Tabitha Ann Gregor is a family member?</p>	

BANKRUPTCY FRAUD- COLLUSION

	B	C	D	E	F	G	H	I
174							<p>Antonio: I was under the impression that Gino was still handling that part of the bankruptcy since he was paid in full. I was never told of any buy back, can you please tell me more? My sister is Tabithaann Gregor and yes, she paid the retainer.”</p>	
175							<p>Dammer: “See below thread. Gino said you were aware of this. Usually we put buy-backs off until the end of the case. It's usually best for me to just handle everything as the Chapter 7 trustee and underlying bankruptcy issues will inherently relate to the adversary proceeding. I'll be sure to not bill you for any time spent on the buy-back issue.”</p>	
176								
177	12/23/2020	E-Mail	Antonio * Megna				<p>Faith Antonio <faitheantonio@gmail.com> Dec 23, 2020, 3:19 PM</p> <p>to Esq. ▼</p> <p>Hey,</p> <p>Was there buyback offer from the trustee?</p> <p>Thanks,</p> <p>Faith Antonio</p>	
178								
179							<p>***In response Gino forwards Antonio's email to Dammer***</p>	
180							<p>Megna: “Ms. Dammer reached out to me and is in contact with trustee in that. She said she is handling that as well.”</p>	
181							<p>Antonio: “I paid you in full in regards to the bankruptcy so please let me know if you're not going to continue this portion of the case thanks”</p>	
182							<p>Megna: “I was told by Ms Dammer she's handling it. Who do you want handling it?”</p>	
183								
184	12/23/2020	E-Mail	Antonio * Dammer *Megna				<p>Antonio: “I guess this another issue that is going to need more discussion because there, again, is lack of communication. The last email between you, myself and my sister. It was confirmed that you would continue the bankruptcy portion since you were paid in full in that aspect.”</p> <p>Megna: “I did but you need to communicate with Samantha. She filed her notice of appearance on your bankruptcy as well and she said she was handling. You tell me I don't mind working on it but there's no real reason for two people to work on that portion.”</p> <p>Antonio: “Yes it would make sense for you to continue that portion since, again, you were paid in advance.”</p>	
185								
186								
187	NOTES							
188							<p>S Samantha Dammer <sdammer@attysam.com> Dec 23, 2020, 3:56 PM ☆ 😊 ↶ ⋮</p> <p>to me, Esq., Tabitha ▼</p> <p>Faith, Gino was extremely helpful in getting me up to speed on this case. He spent a lot of time going over the intricate details and dynamics of everything. While Gino was wishing to continue representation on the buy back, it was my idea for me to jump in and negotiate with the trustee. As I wrote earlier, I would prefer to handle ALL the moving parts on the whole case, as things can intertwine. This will be an advantage for you. As I also promised you will not be billed for anything related to the buy back. If you wish to discuss further I will be back in my office Monday.</p> <p>Samantha L. Dammer, Esq. Managing Attorney</p>	
189								

BANKRUPTCY FRAUD- COLLUSION

	B	C	D	E	F	G	H	I	
190							<p>Faith Antonio <faitheantonio@gmail.com> Dec 23, 2020, 4:24 PM</p> <p>to Samantha, Esq., Tabitha ▾</p> <p>Some communication with this would be greatly appreciated.</p> <p>Regarding the buy back. There is no money to buy anything back, so I will be giving up the Kia.</p> <p>Funds are tight so if one portion is paid for, I would prefer to remain that way. I'm backed into a corner.</p> <p>Faith</p>		
191									
192							<p>Samantha Dammer <sdammer@attysam.com> Dec 23, 2020, 6:28 PM ☆ 😊 ↶ ⋮</p> <p>to me ▾</p> <p>Ok we will plan on a call Monday. I want to make sure you understand everything completely. I've asked the trustee for another week so we can go over options.</p> <p>...</p> <p>Samantha L. Dammer, Esq. Managing Attorney</p>		
193									
194		NOTES							
195									
196	12/28/2020	E-Mail	Dammer * Herendeen	<p>Dammer: "My client will surrender the Kia. Where should she drop it off?"</p>					
197	<p>Also upon further investigation into this case, it appears that the Debtor may have pre-petition claims against DGP Products, Inc. for labor issues. We will be amending Schedule B and I wanted to bring this to your attention now. If you wish to discuss further, please let me know."</p>								
198									
199	<p>Herendeen: "You were also going to let me know the relationship between the Debtor and the individual who paid her attorney's fees. Did you find out?"</p>								
200	<p>She was also supposed to provide the name & contact information for the family friend that she gave her Cannondale bike to. Alternatively, she could settle it with me."</p>								
201									
202									
203	<p>Dammer: "Sorry I thought I replied. Tabitha Ann is her sister. My understanding of the buy-back was that in lieu of her \$1000 car exemption you would liquidate the car and keep the whole proceeds in settlement of everything. I can get you the reaff agreement...I haven't seen it but it would not reflect the actual value with any damage, imperfections etc.</p>								
204	<p>I didn't know about the bike but your offer said it would settle everything including "transferred property " I haven't digged into this too much but my understanding is that some of the property attributed to the debtor is not hers.</p>								
205	<p>The real asset here is the labor law case. She received 1099s for hundreds of thousands of dollars and yet received no wages. These 1099s were submitted to the IRS indicating wages paid to her, which were never paid."</p>								

BANKRUPTCY FRAUD- COLLUSION

	B	C	D	E	F	G	H	I
206								
207	<p>Herendeen: “I can see how my offer led to a misunderstanding. The settlement offer that would resolve all issues was the offer of the lump sum payment but I am open to your proposal as well. The lump sum payment offer was: I will make a settlement offer that I think will be the best offer. The 2015 Kia Forte has scheduled non-exempt equity of \$2311 and the Mustang has scheduled non-exempt equity of \$1000 for a total of \$3,311.00. I ran a KBB of the Kia and using private party value, which is the accepted value in Tampa, it is \$10,854.00. Using the scheduled lien amount of \$3489.00, it would have equity of \$7365.00, which would need to be confirmed by providing a copy of the reaffirmation agreement. I will agree to accept \$5,288.00 to be paid via a lump sum payment by the end of January in settlement of all issues related to the equity in the Kia, equity in the Mustang, equity in any unsecured personal property that she testified about during the 341 mtgs, and any transfers that she testified about during the 341 meetings. I would not pursue her, or any member of her family or any family friends in connection with transfers of personal property that she testified about during the 341 meetings. Again, I will need a copy of the reaffirmation agreement in support of SCH D and to the extent the amount due on the day of filing is less than the amount on SCH D, this offer would go up by the same amount.</p> <p>The next alternative was/is the sale of the car to Carvana, and if she is willing to waive her exemption in the Kia, I think that we will have a settlement. I’d like to see the Carvana offer (it is important that she complete the information as accurately as possible or when they get there, the offer could change) and the reaffirmation, then I can see the net proceeds the BK estate will receive. Can she complete the Carvana on-line process this week?”</p>							
208								
209								
210								
211	12/28/2020	Invoice	Dammer				12/20/2020: prepare Notices of Appearance and requests for notice in bankruptcy and adversary cases and file along with 2030 disclosure of compensation; \$200.00.	
212							12/21/2020: Telephone call with prior counsel Gino Megna regarding taking over case , Trustee’s buy-back offer and discovery matters; \$200.00.	
213			NOTES				In the Payment History section of the January Invoice, Dammer notes the Payment Method is in a trust, which contradicts the Initial Retainer as a non-refundable fee.	
214							12/21/2020: Emails from/to opposing counsel and client regarding scheduling depositions. (Rule 2004 Examination) \$80.00.	
215							1/4/2021: Prepare and serve notice of deposition. \$80.00.	
216			NOTES				(Dammer never consulted with nor discussed scheduling deposition with me and she never filed a Notice of Deposition on the docket.)	
217							1/4/2021: Prepare Notice of Deposition (duplicate?), review file, prepare list of documents required for duces tecum request from Plaintiff. \$400.00	
218								
219			NOTES				Mr. Megna was questioning Trustee’s claims of buyback and with competence. It was completely unnecessary and unprofessional to strip Megna from the duties that I had hired him in his representation of me in the Bankruptcy case. Dammer did nothing to question the veracity of the Trustee’s claims, failing to object, and failing to request a hearing. She did not advise me of any of my options in the matter, instead she assisted in the push and bullying to turnover my sole vehicle on items that were not in my possession based upon my ex-boyfriends false representations. The sole vehicle that I had intended to reaffirm the car loan, rendering me without any transportation and harming my family financially. Instead, she	
220								
221								
222	12/31/2020	E-Mail	Johnson to Dammer				“Ms. Antonio’s responses to the attached First Set of Interrogatories and First Request for Production were due yesterday, 12/30/20. Please advise as to when we can expect to receive Ms. Antonio’s responses.”	
223								

BANKRUPTCY FRAUD- COLLUSION

	B	C	D	E	F	G	H	I
224							There are no Notice of Service on the Adversary Docket for Interrogatories or Requests for Production	
225	12/31/2020		Dammer to Antonio				“Were you working on this with Gino, as he did not mention it. Please let me know asap. I'll need your answers to each item (in your own words and I will edit) asap please. Let's discuss on Monday but please try and have it complete by then. Thanks.”	
226								
227	12/31/2020	Motion	Herendeen	16			<p>Motion to Determine Property is of Consequential Value to the Estate. <i>2016 Kia Forte VIN No. KNAFK4A67G5602581</i>. Contains negative notice. Filed by Christine L Herendeen on behalf of Trustee Christine L Herendeen (Herendeen, Christine) (Entered: 12/31/2020)</p> <p>Comes now, Christine L. Herendeen, Chapter 7 Trustee in the above captioned case, by and through her undersigned counsel, and moves this Court pursuant to 11 U.S.C. §§ 362(h)(2) and 521(a)(2)(6), for the entry of an order determining that the below listed property identified on the attached Schedule(s) A/B, C and D is of consequential value or benefit to the estate.</p> <p style="text-align: center;">2016 Kia Forte VIN No. KNAFK4A67G5602581</p> <p>Wherefore, the Trustee moves this Court to enter an order determining that personal property described above is of consequential value or benefit to the estate.</p> <p>Dated: December 31, 2020</p>	
228								
229								
230	12/31/2020	Motion	Solomon	23			Notice of Deposition Directed to Faith Elizabeth Antonio	
231								
232			NOTES				Dammer did not forward this document to me. In DGP's Response to Antonio's Motion for Protective Order, DGP states at paragraph 20: On December 31, 2021, Plaintiff issued its Notice of Deposition of Faith Antonio [Doc.23]; however, Dammer never issued a notice for Geberth's deposition.	
233								
234	1/4/2021	E-Mail					Dammer forwards me Notice of Video Teleconference Deposition (Duces Tecum) that was never filed with the court and was never discussed with me, including the need to hire a court reporter or videographer.	
235								
236			NOTES				***Dammer did not notify me of any cancellation of the scheduled depositions in the Adversary Action and communicated no concern over Plaintiff's attempts to depose me in the Injunction Action. Dammers indifference to Solomon Law canceling and attempting to depose me in the Injunction Court raised red flags***	
237								

BANKRUPTCY FRAUD- COLLUSION

	B	C	D	E	F	G	H	I
238	1/4/2021		Dammer * Antonio				Dammer: "Please see the below with regard to the second online class, which you should take as soon as possible. Also following up on the document I sent you from the trustee regarding the Carvana surrender. Please let me know if you have any questions. I'm going through your discovery answers provided to Gino and will let you know what else is needed. thank you,"	
239								
240							Antonio: "Every time I speak my concerns about these subpoena requests of quashing, they go unanswered. This is causing trauma to me. The fact that I have an order of protection against this man and valid proof that he is lying and his continued stalking. The system has failed me.	
241							I know how this man works. As soon as he gets this information of my history. He will ask for this case to be dismissed. He has said this intention. No one ever cares to hear me. "	
242								
243							Dammer: "As I've advised, it is very difficult to have a bankruptcy case dismissed. He has a very hard burden of proof. I do understand your concerns about the discovery and will be objecting to any improper requests for documents as we discussed. But when you are in litigation, discovery is a normal part of the process. I'm working on similar requests for documents that we will be seeking from him."	
244								
245							Antonio: "Yes, as I keep saying that he only wants these documents so that he can continue his own "investigation".	
246							Are you telling me that he will not be able to go in and request for this case to be dismissed and that he has to go before a judge first?	
247							Please advise which subpoenas are being objected to."	
248								
249							Dammer: That's correct, this would go before the judge at some point. [LIED]	
250							I'm objecting to anything to do with your children and for years 2014 and 2020. Also attached is what I'll be sending...please let me know if there are any additional documents that we should get from him.	
251							What about the Carvana paperwork? The trustee is wanting to move forward with the sale.	
252								
253							Antonio: "This Cannondale Bike that my ex probably told the trustee that he bought it for \$2500. He told me this and I had researched it, he is aware that he was ripped off because he was under the influence of substances before I met him."	
254							Dammer: "Ok I don't think the trustee is overly concerned with that but I'll let her know. Please review and sign the attached response to the Interrogatories and I will notarize."	
255								
256	1/5/2021	Proof of Claim	Solomon	[7-1]			DGP files Proof of Claim executed on 12/10/2020 before Continued Meeting of Creditors held on 12/15/2020 Certificate of Service claims Proof of Service sent to Antonio This was never received by me and Dammer never communicated that any creditors had filed claims.	
257								
258								
259	1/7/2021	E-Mail	Antonio * Dammer				Dammer: "Faith, please get me the Carvana paperwork so that the trustee can finalize the sale."	
260							Antonio: I cannot complete this until I receive the 10 day payoff quote from Kia.	
261							Dammer: "Ok I will let her know."	
262								
263	1/11/2021	Hearing	Court Audio				Cannot Afford To Have Audio Transcribed	
264							Dammer waived all objection without consent and ignoring the representations by Stanford Solomon having the ability to validate the amount in the demand letter.	

BANKRUPTCY FRAUD- COLLUSION

	B	C	D	E	F	G	H	I
265								
266	1/11/2021	Email	Dammer * Antonio				Good morning, here's an update on your case.	
267							We had a hearing this morning on opposing counsel's motion to strike our amended affirmative defenses. For the most part we were successful in that of the seven defenses, our three strongest were upheld by the judge.	
268								
269							We should amend your initial schedules to disclose your cause of action against Daniel for unpaid wages, since he is maintaining that you worked for his company from June of 2014 to September of 2019. The Chapter 7 trustee is interested in this as an asset of the estate, and this will also give us leverage. The judge wondered why it was not listed initially and I did not have any explanation for that other than Gino may have overlooked it.	
270							This statement was clearly against my representations that I did not receive wages from DGP, that I was never an employee and that the 1099s consists of the same transactions that I was accused of embezzling.	
271							After numerous conferences with opposing counsel and with some input by the judge at today's hearing, we've come up with a game plan on the outstanding discovery matters. Coupled with the existing Confidentiality Agreement, I've gotten them to limit discovery requests to the relevant time periods (2014-2019). In addition, third party subpoena compliance with several of the companies such as Amazon will be routed through me and we will have the opportunity to claim privilege if necessary on a case by case basis. Most of the I'm also working on getting the documents and an inventory from them on what's already been produced, so that we are not having you duplicate production. I've located some of the emails in the binder that you left at my office, but if you have more please send.	
272							Also the judge recommended mediation, which I think would be a good idea if we can get them to agree to a good mediator. I'm working on that as well. Please let me know if you have any questions. I'll need the confidentiality agreement signed when you get a chance.	
273								
274							DAMMER: We should amend your initial schedules to disclose your cause of action against Daniel for unpaid wages, since he is maintaining that you worked for his company from June of 2014 to September of 2019. The Chapter 7 trustee is interested in this as an asset of the estate, and this will also give us leverage. The judge wondered why it was not listed initially and I did not have any explanation for that other than Gino may have overlooked it.	
275							Dammer's Actions Based Upon Geberths/Solomon's Representations Evidences She Was Assisting Their Interests	
276								
277	1/12/2021	E-Mail					<p>sdammer@attysam.com to me, Tabitha ▾</p> <p>Tue, Jan 12, 2021, 9:40AM ☆ 😊 ↩ ⋮</p> <p>Faith,</p> <p>Please sign the last page of this and return to me at your earliest convenience. You should also be prepared to discuss the possible wage lawsuit with an employment attorney. I know someone to whom I can refer you.</p> <p>Did you get the documents to complete the Carvana transaction?</p> <p>I will reply to your other email about the court hearing and discovery matters separately later on today.</p> <p>Sincerely,</p> <p>SAMANTHA L. DAMMER, ESQ. MANAGING ATTORNEY</p>	
278								

BANKRUPTCY FRAUD- COLLUSION

	B	C	D	E	F	G	H	I
279	1/12/2021	E-Mail	Antonio				<p>Faith Antonio <faitheantonio@gmail.com> to Samantha, Tabitha ▾</p> <p>Jan 12, 2021, 12:39 PM ☆ 😊 ↶ ⋮</p> <p>Upon further thought about this employment claim, I need clarity on how this would benefit me in any way. I would need to speak to an employment attorney before I can consider proceeding in that direction.</p> <p>First, I was never employed by my ex. I never worked full time. I am disabled, fully backed by my doctors with documented medical history.</p> <p>My concerns with even putting a potential claim, this may look like I am acknowledging such employment existed where there was none.</p> <p>Especially with the documentation provided backing up that Daniel is lying to the court.</p> <p>The other side of this, if there is an employment claim then SSDI, Medicare will be putting a claim against this as well and potentially another headache with the government accusing me of fraud.</p> <p>That being said, It is urgent that I get a total hip replacement and will be doing so within the next month. I also have other issues with my spine that has presented itself. Anything that may affect my standing with SSDI in the future is very concerning.</p> <p>Daniel cannot abuse the system without paying for his crimes against me and I will need to find out every remedy that is available against this. Hopefully the IRS and the State Attorney become more involved and I am also in contact with the media.</p> <p>Things go very slowly with me. I may have a good four hours in a day to get anything accomplished so please bear with me. I still haven't heard back from Kia. I will contact them again.</p> <p>I look forward to going over the discovery matters.</p>	
280								
281							<p>sdammer@attysam.com to me, Tabitha ▾</p> <p>Jan 12, 2021, 1:47 PM ☆ 😊 ↶ ⋮</p> <p>Daniel is saying through his attorney that the amount his is seeking from you is "already offset" by wages that he paid to you. This issue has to be explored, and at the minimum disclosed as a potential asset to the estate. It does not mean that you have to file a lawsuit against him which might affect your disability.</p> <p>Sincerely,</p> <p>SAMANTHA L. DAMMER, ESQ. MANAGING ATTORNEY</p>	
282								
283	1/13/2021	Motion	Solomon	INJ			<p>Solomon Law who represents Daniel Geberth in the Pinellas County Injunction case filed Notice of Issuance of Subpoena for Deposition without contacting Karen McHugh ("McHugh"), who represented me in the Injunction Action.</p>	
284								
285							<p>Notably, the Response to Protective Order at paragraph 7 states: On January 13, 2021, Geberth issued a subpoena to Antonio for her deposition on January 22, 2021 and served on Antonio (through a professional process server) the Notice of Deposition, the Subpoena for Deposition, and the Notice of Issuance of Subpoena for Deposition. In this deposition, Geberth intended to examine Antonio regarding both the Petition filed by Antonio in the Injunction Case and the changed circumstances alleged by Geberth in his Motion to Dissolve Injunction. SolomonLaw admits that it violated FL. R. Civ. P. 1.310 that requires fourteen days' written notice.</p>	
286								
287	1/14/2021	E-Mail	Antonio				<p>I emailed Dammer my concerns that she continued to ignore me. I also told her that her conduct seems as though she is assisting Plaintiff and not representing me.</p>	

BANKRUPTCY FRAUD- COLLUSION

	B	C	D	E	F	G	H	I
288								
289	1/21/2021	Motion	Herendeen	27				
290								
291	1/22/2021	E-Mail	Solomon to McHugh				subject: HOT. Geberth/Antonio: Antonio's Deposition	
292							"I could make an efforts to rearrange my calendar to accommodate a full-day deposition on January 28th or January 29th, each day starting at 9:30 a.m. and concluding by 5:00 p.m. If either of these dates work for a full-day deposition, please advise me by return email today no later than 3:00 p.m. and I will endeavor to reschedule the other matters that are already scheduled for those dates (which I should be able to do)."	
293								
294	1/22/2021	Order	Gnage	INJ			The court in the Injunction Action denied Solomon/Geberth's Motion for Contempt for Failure to Attend Deposition that was filed on the same day.	
295								
296		Motion	NOTES				DGP make clear misrepresentations in its Response at paragraph 21: On January 21, 2021, SolomonLaw realized that it would be unable to take Antonio's deposition on February 16, 2021 based on a conflict created in an unrelated case. SolomonLaw reached out to Dammer, who agreed to reschedule the depositions to March 11 and 12, 2021.	
297								
298	1/25/2021	Motion	Solomon	32	Adv		Renewed Notice of Taking Depositions Directed to Faith Elyzabeth Antonio	
299								
300	1/25/2021	Order	CPM	33			Amended Agreed Order Overruling Objections to Third Party Discovery: (1) All objections that Debtor has imposed or may have interposed to third party discovery served by Plaintiff have been withdrawn and shall be deemed to be waived and relinquished	
301								
302		Motion	Solomon	Pasco			The background history in Solomon/Geberth's May 10, 2021 Motion to Continue Motion to Extend Final Injunction for Protection to Allow For Depositions supports the fact that Solomon had cancelled the depositions in the Adversary Proceeding based on the thought that I was unrepresented in the Injunction Action, in his attempt to conduct an all-day deposition without my attorney, stating: "On January 7, 2021, Petitioner filed pro se (without the assistance of counsel) a Petition by Affidavit for Order to Show Cause for Violation of Final Judgment for Protection Against Dating Violence. Based on Petitioner's detailed allegations in the Pro Se Petition, Respondent understood Petitioner was proceeding pro se without counsel in the Injunction Case."	
303								
304	1/27/2021	E-Mail	Antonio * Dammer				Antonio: "I see that Solomon has filed a deposition for March 11th. Was this scheduled and agreed upon with you? It would be advisable that anything scheduled is coordinated with me." Dammer: "we had discussed the postponement of your and Geberth's depositions (originally set for 2/16 and 2/17) until mid-March."	
305								
306								
307			NOTES				Dammer never filed any document with the court regarding Daniel Geberth's deposition or rescheduled deposition. Even if Plaintiff wanted to cancel my deposition, had there really been an intent to depose Geberth, the deposition could have proceeded. Further, an attorney scheduling depositions without any pre-planning, communication, or preparation would be absurd especially when she refused to request the production of documents or subpoena non-parties "because of costs".	
308								

BANKRUPTCY FRAUD- COLLUSION

	B	C	D	E	F	G	H	I
309	1/28/2021	E-Mail	<p>“It’s been difficult coordinating dates with their schedule and mine so I apologize if we scheduled depositions without your input. Will those dates work? ... depositions will be all day, and probably start at 9 a.m.”</p>					
310								
311			NOTES	<p>This email confirms Dammer never communicated with me regarding depositions. Further, a full day deposition of 7 hours at a \$400 per hour attorney fee before any other fees that amounted to at least \$2,800.00 yet she didn’t want to do any discover/subpoenas because of costs. Had Dammer actually intended to depose Geberth, it would have been necessary for her to discuss the case with me in order to have the ability to question Geberth, it would have also been necessary for her to discuss timing and costs, including hiring a court reporter to record the deposition. This was never communicated.</p>				
312								
313	1/29/2021	Motion	<div style="border: 1px solid black; padding: 10px; background-color: #e0f0ff;"> <p style="text-align: center;">Case 8:20-bk-07637-CPM Doc 27 Filed 01/29/21 Page 2 of 10</p> <p><u>Background:</u></p> <p>1. The Debtor filed a petition for relief under Chapter 7 of the Bankruptcy Code on or about October 13, 2020, and the 341 meeting in this case was conducted and concluded on November 18, 2020.</p> <p>2. Christine L. Herendeen was appointed to serve as Chapter 7 Trustee in this case.</p> </div>					
314								
315				<p>Misrepresentation #1: 341 Meeting in this case was conducted and concluded on November 18, 2020.</p>				
316								
317				<div style="border: 1px solid black; padding: 10px; background-color: #e0f0ff;"> <p><u>The Controversy:</u></p> <p>3. The Debtor scheduled a 2016 Kia Forte (the “Kia”) with a value of \$6,800.00, claiming \$1,000.00 exempt and scheduling a lien of \$3,489.00; a one-half interest in a 2008 Ford Mustang with a value of \$2,000.00, claiming \$1,000.00 exempt; and various items of personal property. At the 341 meeting of creditors, she testified about transfers of certain items of personal property, including but not limited to, giving away a Cannondale bicycle to a family friend in January or February of 2020, giving away a Louis Vuitton purse to her sister at some time in the past four years, throwing away a Michael Kors purse, and giving a cricket machine to her daughter.</p> </div>				
318								
319				<p>Misrepresentation #2: Cricut machine</p>				

BANKRUPTCY FRAUD- COLLUSION

	B	C	D	E	F	G	H	I
320							<p>21 Q Okay. Do you own a Cricket machine?</p> <p>22 A That was gifted from Daniel Geberth to my</p> <p>23 daughter.</p> <p>24 Q And since the Schedules only list bedroom</p> <p>25 furniture, who owns the living room furniture?</p> <p style="text-align: center;">JOHNSON TRANSCRIPTION SERVICE - (813) 920-1466</p> <hr/> <p style="text-align: center;">Case 8:20-ap-00537-CPM Doc 268-2 Filed 09/02/21 Page 14 of 50</p>	
321								
322							<p>19 Q I asked if the Louis Vuitton or any of the Michael</p> <p>20 Kors, any of those items were given away or transferred</p> <p>21 away, traded away prior to filing for bankruptcy?</p> <p>22 A Uhh, given away? No. So the Michael Kors' bag I</p> <p>23 had with my relationship with Daniel Geberth was eventually</p> <p>24 worn out, a bag wears, so it was thrown out.</p> <p>25 A Louis Vuitton was gifted by Daniel Geberth in</p> <p style="text-align: center;">JOHNSON TRANSCRIPTION SERVICE - (813) 920-1466</p> <hr/> <p style="text-align: center;">Case 8:20-ap-00537-CPM Doc 268-2 Filed 09/02/21 Page 20 of 50</p>	
323							<p style="text-align: right;">20</p> <p>1 2014 to me. I did not like the style of it and I gave it to</p> <p>2 my sister years ago.</p> <p>3 The sunglasses that I had purchased or was</p> <p>4 purchased on a Macy's account from my mother, on my mother's</p> <p>5 Macy's account, sunglasses do not last long. I have a</p> <p>6 tendency of breaking them. So I did not give or transfer</p> <p>7 anything. And I don't have a time frame for this.</p>	


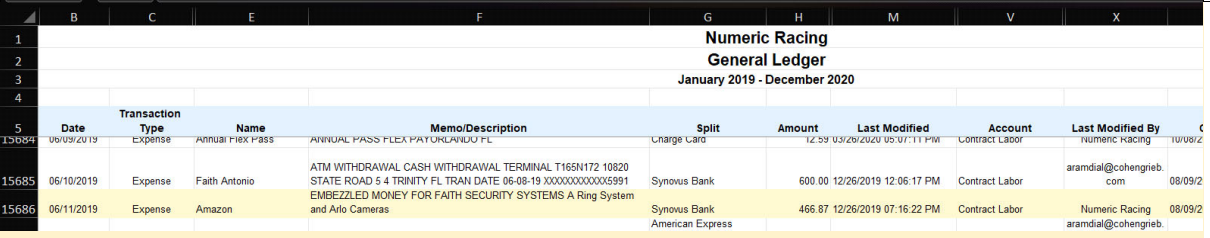
BANKRUPTCY FRAUD- COLLUSION

	B	C	D	E	F	G	H	I
	12/15/2020		Megna				<p>10 MR. MEGNA: If there's nothing specific in</p> <p>11 her checking account that you see since the time she</p> <p>12 filed, that's fine. But if you're going back to</p> <p>13 something that's like a year-and-a-half ago regarding</p> <p>14 to income, it has nothing to do with the income that's</p> <p>15 going on right now.</p> <p>16 I suggest you just do an examination under</p> <p>17 oath if you want to get into all of these things. It's</p> <p>18 just becoming a waste of time at this point.</p> <p>19 MS. THOMPSON: Well, I don't agree that it's</p> <p>20 a waste of time. But, as Ms. Herendeen asked, I'll</p> <p>21 limit my questions to be a little more specific to the</p> <p>22 Petition.</p>	
324								
325			Thompson				<p>23 BY MS. THOMPSON:</p> <p>24 Q Ms. Antonio, you said that you gifted a Louis</p> <p>25 Vuitton purse to your sister; is that correct?</p> <p style="text-align: center;">JOHNSON TRANSCRIPTION SERVICE - (813) 920-1466</p> <hr/> <p>Case 8:20-ap-00537-CPM Doc 268-2 Filed 09/02/21 Page 42 of 50</p> <p style="text-align: right;">42</p> <p>1 A Yes, I did.</p> <p>2 Q And that Louis Vuitton purse was gifted to you in</p> <p>3 2016; is that correct?</p> <p>4 A No, that's incorrect.</p> <p>5 Q When do you think it was gifted to you?</p> <p>6 A In 2015.</p>	
326								
327								

BANKRUPTCY FRAUD- COLLUSION

	B	C	D	E	F	G	H	I																												
328							<p style="text-align: right;">October 16, 2015 [REDACTED] DANIEL A GEBERTH</p> <p style="text-align: right;">Page 3 of 10</p> <p>Other Debits</p> <table border="1"> <thead> <tr> <th>Date</th> <th>Transaction Type</th> <th>Description</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>09-21</td> <td>Check Card Purchase</td> <td>Merchant Purchase Terminal 439900 BEST BUY MHT 0000 4622 TAMPA FL 09-19-15 SEQ # 526328295101</td> <td style="text-align: right;">178.64</td> </tr> <tr> <td>09-21</td> <td>Check Card Purchase</td> <td>Merchant Purchase Terminal 443106 CHIPOTLE 1494 TAMPA FL 09-19-15 SEQ # 526328200088</td> <td style="text-align: right;">21.25</td> </tr> <tr> <td>09-21</td> <td>Check Card Purchase</td> <td>Merchant Purchase Terminal 479262 MICHAEL KORS 547 TAMPA FL 09-20-15 SEQ # 526429819000</td> <td style="text-align: right;">573.10</td> </tr> <tr> <td>09-22</td> <td>Check Card Purchase</td> <td>Merchant Purchase Terminal 431605 SHELL OIL 57545056608 ODESSA FL 09-20-15 SEQ # 526426548888</td> <td style="text-align: right;">6.17</td> </tr> <tr> <td>09-22</td> <td>Check Card Purchase</td> <td>Merchant Purchase Terminal 476197 LOUIS VUITTON 46 TAMPA FL 09-20-15 SEQ # 526429838000</td> <td style="text-align: right;">2,332.60</td> </tr> <tr> <td>09-23</td> <td>Check Card Purchase</td> <td>Merchant Purchase Terminal 469216</td> <td style="text-align: right;">63.19</td> </tr> </tbody> </table>	Date	Transaction Type	Description	Amount	09-21	Check Card Purchase	Merchant Purchase Terminal 439900 BEST BUY MHT 0000 4622 TAMPA FL 09-19-15 SEQ # 526328295101	178.64	09-21	Check Card Purchase	Merchant Purchase Terminal 443106 CHIPOTLE 1494 TAMPA FL 09-19-15 SEQ # 526328200088	21.25	09-21	Check Card Purchase	Merchant Purchase Terminal 479262 MICHAEL KORS 547 TAMPA FL 09-20-15 SEQ # 526429819000	573.10	09-22	Check Card Purchase	Merchant Purchase Terminal 431605 SHELL OIL 57545056608 ODESSA FL 09-20-15 SEQ # 526426548888	6.17	09-22	Check Card Purchase	Merchant Purchase Terminal 476197 LOUIS VUITTON 46 TAMPA FL 09-20-15 SEQ # 526429838000	2,332.60	09-23	Check Card Purchase	Merchant Purchase Terminal 469216	63.19	
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329																																				
330							<p>7 Q Okay. And the Jacuzzi sauna spa that was</p> <p>8 mentioned earlier, wasn't that also a gift to you?</p> <p>9 A No, it was not. It was purchased. Again, I'm</p> <p>10 going to say this one more time: It was purchased on my</p> <p>11 mother's credit card account. My father paid it off so that</p> <p>12 he can get a house down here, because their house is in both</p> <p>13 of their names. She bought it. We all used it at the</p> <p>14 house.</p> <p>15 My parents have been paying my lawyer fees, along</p> <p>16 with my other family, because I'm disabled and I have no</p> <p>17 income.</p> <p>18 Q Okay --</p> <p>19 A So, therefore, they sold something that was</p> <p>20 helping me, and everybody else enjoyed in my house, in order</p> <p>21 to pay for my lawyer fees. And this is included in the</p> <p>22 extortion that Daniel Geberth said (indiscernible) the fraud</p> <p>23 that you're referring to; otherwise, he was going to get</p> <p>24 (indiscernible) and give them my contact information. Let's</p> <p>25 just add to the record.</p>																													
331																																				

BANKRUPTCY FRAUD- COLLUSION

	B	C	D	E	F	G	H	I																																																						
		Receipt	 <p>Jacuzzi SAUNAS Clearlight Infrared 1077 Eastshore Hwy Berkeley, CA 94710 800-798-1779</p> <p>Sales Order Date: 12/27/2017 S.O. No.: 226502</p> <p>Billing Name/Address: Cynthia Antonio 3564 Dove Hollow Ct. Palm Harbor, FL 34683</p> <p>Shipping Name/Address: Faith Antonio 3564 Dove Hollow Ct. Palm Harbor, FL 34683</p> <table border="1"> <thead> <tr> <th>P.O. No.</th> <th>Terms</th> <th>Rep</th> <th>Serial Number</th> <th>Account #</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>Item</th> <th>Description</th> <th>QTY</th> <th>Price</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>San-1 Info</td> <td>The projected ship date for the Sanctuary 1 - 1 person sauna is 1 to 2 business days with your confirmation Sauna Works Cancellation Policy: Cancellation After Order Ships - If you cancel your order after the order has shipped, you are responsible for the return shipping and insurance fees.</td> <td></td> <td>0.00</td> <td>0.00</td> </tr> <tr> <td>Financed</td> <td>Financing has been approved through [REDACTED]. Acct #: [REDACTED] - 0758 code 402 (5.99% interest) Thanks again for your order.</td> <td></td> <td>0.00</td> <td>0.00</td> </tr> </tbody> </table> <p>Thank you for your order! Please make checks payable to "Clearlight Infrared"</p> <p>Subtotal \$3,800.00</p>						P.O. No.	Terms	Rep	Serial Number	Account #						Item	Description	QTY	Price	Amount	San-1 Info	The projected ship date for the Sanctuary 1 - 1 person sauna is 1 to 2 business days with your confirmation Sauna Works Cancellation Policy: Cancellation After Order Ships - If you cancel your order after the order has shipped, you are responsible for the return shipping and insurance fees.		0.00	0.00	Financed	Financing has been approved through [REDACTED]. Acct #: [REDACTED] - 0758 code 402 (5.99% interest) Thanks again for your order.		0.00	0.00																													
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15685	06/10/2019	Expense	Faith Antonio	ATM WITHDRAWAL CASH WITHDRAWAL TERMINAL T165N172 10820 STATE ROAD 5 4 TRINITY FL TRAN DATE 06-08-19 XXXXXXXXXXXX5991	Synovus Bank	600.00	12/26/2019 12:06:17 PM	Contract Labor	aramdial@cohengrieb.com		08/09/2																																																			
15686	06/11/2019	Expense	Amazon	EMBEZZLED MONEY FOR FAITH SECURITY SYSTEMS A Ring System and Arlo Cameras	Synovus Bank	466.87	12/26/2019 07:16:22 PM	Contract Labor	Numeric Racing		08/09/2																																																			
334																																																														
335																																																														
336																																																														
337	2/5/2021	Letter	Antonio	Requesting Withdrawal																																																										
338																																																														
	2/8/2021	E-Mail	Dammer	<p>Dammer: "We will have to "agree to disagree" on the wage claim and confidentiality agreement. Yes I know your position is that you were Daniel's girlfriend and not an employee...but there is overwhelming evidence that you conducted business for his company. It also appears undisputed that he paid you a weekly wage, which was deducted from his claim. Your new attorney can certainly withdraw our amended Schedule B if he sees fit in his professional opinion, but I do think it gives you much needed leverage in this case."</p>																																																										
339																																																														


BANKRUPTCY FRAUD- COLLUSION

	B	C	D	E	F	G	H	I
340							***Notably, the Engagement Agreement for Legal Services, (1) Nature of Engagement: specifically confirms that Antonio engaged Ms. Dammer in the “matter of Bankruptcy adversary proceeding.” Further stating, “ our engagement will be strictly limited to those matters for which we have been specifically retained and engaged by mutual agreement. ”	
341								
342	2/11/2021	Motion	Dammer	30			<u>Motion to Withdraw as Counsel</u>	
343							The undersigned must withdraw pursuant to the Rules Regulating the Florida Bar, Rule 4-1.16 (a)(3) because irreconcilable differences have arisen between Counsel and Client and Client has requested that Counsel terminate representation.	
344								
345		E-Mail					Dammer insisted to come to my home to drop off documents received in a sealed envelope, claiming that she did not open	
346								
347		E-Mail					Dammer: “at some point after all subpoenas are complied with, you and I should do a reconciliation spreadsheet of all third parties and production so that you are not missing anything and prepared. The judge would probably expect this of us.”	
348								
349		Handbook for Chapter 7 Trustees		69			The debtor’s attorney in a bankruptcy case, whether or not the attorney intends to apply for compensation post-petition, must file a statement in compliance with section 329(a) and Rule 2016(b) setting forth the amount of compensation paid or agreed to be paid for services in connection with the case.	
350								
351	2/25/2021	<u>Order</u>	Bkr.	35			<u>ORDER GRANTING TRUSTEE'S MOTION TO APPROVE COMPROMISE OF CONTROVERSY</u>	
352								
353	3/4/2021	E-Mail	Thompson				Dear Ms. Antonio:	
354								
355							We represent DGP Products, Inc. D/B/A Numeric Racing (“DGP”) in the above referenced matter.	
356								
357							Enclosed is DGP’s Response to Request for Production and the Confidentiality Agreement. We will forward the documents referenced in the Response to Request for Production upon receiving the executed Confidentiality Agreement.	
358							Additionally, enclosed is DGP’s Amended Motion to Compel Turnover of Documents Received Pursuant to Amended Agreed Order Overruling Objections to Third Party Discovery, (2) Motion to Compel Antonio to Execute the Confidentiality Agreement Governing Discovery in this Adversary Proceeding [Doc. 33] -and- (3) Motion to Amend Amended Agreed Order Overruling Objections to Third Party Discovery which will be filed today.	
359							Lastly enclosed is DGP’s Notice of Cancellation of the deposition of you scheduled for March 11, 2021 which will be rescheduled for an alternative date. The depositions Ms. Dammer requested of Mr. Geberth was never noticed. Please provide dates that you are available for a rescheduled deposition. If you would like to coordinate the deposition of Mr. Geberth, please let me know dates for that as well.	
360								
361	3/11/2021	E-MAIL					Dammer emails soft copy of her records that most notably does not include ANY Notice of Deposition for the deposition of Daniel Geberth for March 11th or 12th. It is believed that there was no intention for Dammer to depose Geberth.	
362								
363	3/25/2021	FILE	SOLOMON LAW				DGP's Doc Prod in Response to Def's 1st RFP	












BANKRUPTCY FRAUD- COLLUSION

	B	C	D	E	F	G	H	I
364							(3) 1099s Payroll Records (2015-2019 and IRS Form 1096 Nonsubmittable Annual Summary and Transmittal of U.S. Information Returns 2017: Total amount reported with this form 1096, \$83,397.98	
365								
366		Handbook for Chapter 7 Trustees			97		A trustee shall retain a debtor's tax returns in the appropriate section (e.g., the financial section) of the case file, either paper or electronic, from the date received until the tax returns are no longer necessary to either prepare for the meeting of creditors, to aid the trustee in the administration of the case, or to support any litigation in the case.	
367			NOTES				The trustee must refer each of the following matters to the United States Trustee for further investigation and action as appropriate. The trustee may be asked to provide additional assistance to help the United States Trustee pursue the matter, including further inquiry at the meeting of creditors and collecting requested documents from the debtor. 28 U.S.C. § 586.	
368								
369	4/15/2021	Motion	Antonio	46			<u>Debtor's Objection to Claim 7-1: DGP Products, Inc d/b/a Numeric Racing</u>	
370							2 DGP filed a purported proof of claim in the amount of \$172,327.60 for a claim of embezzlement/theft.	
371							3 A reasonable pre-filing inquiry that the claim was valid and supported by the evidence was not established under Fed.R.Bankr.P. 9011.	
372							6 The proof of claim does not comply with Fed. R. Bankr. P. 3001(c). Attaching supporting documentation is a mandatory prerequisite to establishing a claim's prima facie validity	
373							10 Within this proceeding Debtor has catalogued misrepresentations and false allegations made by the Creditor within her Discovery, which will show this Court the extent of this False Claims made by Creditor of this alleged "debt".	
374								
375	4/16/2021	Motion	Thompson	46			<u>RESPONSE in Opposition to Objection to Claim 7-1</u>	
376							Generally, in a chapter 7 bankruptcy case, the chapter 7 trustee is the proper party to review and object to proofs of claim. <i>See In re Trusted Net Media Holdings, LLC</i> , 334 B.R. 470, 475 (Bankr. N.D. Ga. 2005) ("the majority of courts have ruled that a chapter 7 trustee alone may file objections to proofs of claim.")_Where there is no surplus, a chapter 7 debtor lacks standing to challenge a claim. <i>In re Smith</i> , 122 B.R. 130, 132 (Bankr. M.D. Fla 1991). <u>The Objection is Legally and Factually Without Merit</u> Debtor alleges that a reasonable pre-filing inquiry that the DGP Claim was valid and supported by the evidence was not established. Rule 9011(b) contemplates representations made to the court:	

BANKRUPTCY FRAUD- COLLUSION

	B	C	D	E	F	G	H	I	
377							<p>Case 8:20-bk-07637-CPM Doc 47 Filed 04/16/21 Page 4 of 6</p> <p>By presenting to the court (whether by signing, filing, submitting, or later advocating) a petition, pleading, written motion, or other paper, an attorney or unrepresented party is certifying that to the best of the person's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances.</p> <p>Fed. R. Bank. P. 9011(b).</p> <p>The State Court Case, which is the basis for the DGP Claim, is currently pending. The Amended Complaint in the State Court Case is filed by the undersigned and was done so after reasonable inquiry, investigation and to the best of the undersigned's knowledge, information and belief.</p> <p>The DGP Claim clearly notates that the amount is subject to upward modification based on continued investigation and discovery. Debtor alleges that Debtor is not indebted to DGP and that there is no privity between the parties and no contract, therefore, DGP is not a Creditor.</p>		
378									
379	4/27/2021	E-Mail	Thompson					<p> Allison Thompson <athompson@solomonlaw.com> to Stanford, me</p> <p>Dear Ms. Antonio,</p> <p>I am in receipt of the attached Response to Objection to Defendant's Notice of Service of Subpoena Directed to Bosley Medical Group. You seek in paragraph 7 a hearing "so that you may show evidence that there are a substantial number of transactions alleged as fraudulent or forged not attributable to the Defendant, so that they may be deducted as well." Ultimately, we will go to trial if we are not able to agree in advance to the charges determined fraudulent. However, in the meantime, please identify specifically the transactions which are identified in Exhibits B through G of the attached Complaint that you believe are not attributable to you and we will review and determine whether we are able to deduct them from the damage calculation.</p> <p>I am happy to work with you on any concerns that you have.</p> <p>Allison</p> <p>THE SOLOMON LAW GROUP, P.A.</p> <p><i>"Ultimately, we will go to trial if we are not able to agree in advance to the charges determined fraudulent...please identify specifically the transactions.. That you believe are not attributable to you and we will review..."</i></p>	
380									
381									


BANKRUPTCY FRAUD- COLLUSION

	B	C	D	E	F	G	H	I
382	5/21/2021	E-Mail	J. Steven Wilkes				<p>FW: 8:20-bk-07637-CPM Generic Motion </p> <p>W Wilkes, Steven (USTP) <Steven.Wilkes@usdoj.gov> to me, Christine, Allison, ssolomon@solomonlaw.com  May 21, 2021, 9:38AM    </p> <p>Dear Ms. Antonio:</p> <p>On behalf of the United States Trustee for Region 21 our office has reviewed the motion you filed below. Paragraph 11 of your motion states that Pasco County entered an injunction against Mr. Geberth on April 22, 2010. Could you provide a copy of that injunction. Thank you in advance. I remain,</p> <p>Notice of Electronic Filing</p> <p>The following transaction was received from Celli, Lidia entered on 5/21/2021 at 8:44 AM EDT and filed on 5/20/2021</p> <p>Case Name: Faith Elyzabeth Antonio Case Number: 8:20-bk-07637-CPM Document Number: 61</p> <p>Docket Text: Emergency Motion to Enforce Automatic Stay, [2] Request to Award Sanctions for Intentional and Willful Violation of the Automatic Stay and [3] Holding DGP Products, Inc. d/b/a Numeric Racing, DGP's Principal Daniel Geberth, and Attorneys of the Solomon Law Group in Contempt of Court Filed by Debtor Faith Elyzabeth Antonio (related document(s)[56]). (Celli, Lidia)</p>	
383								
384								
385	5/21/2021	E-Mail	Antonio				<p>Faith Antonio <faithantonio.legal@gmail.com> to Steven   May 21, 2021, 1:20PM   </p> <p>Good Afternoon,</p> <p>Please see attached.</p> <p>I have also included the recently filed motion to remove Herendeen. Which shows inconsistencies involving the sale of my vehicle and missing funds.</p> <p>Thank you,</p> <p>Faith Antonio</p>	
386								
387	5/21/2021	Motion	Antonio				<p><u>Motion to Remove Trustee Herendeen</u></p>	
388							<p>11 Herendeen asks the Debtor if she intends to retain both the 2016 Kia Forte and the 2018 Ford Mustang.</p>	
389							<p>12 Debtor states that the 2008 Ford Mustang was purchased solely by her son when he was a minor, because he was a minor at the time of purchase, the Debtor's name was listed on the title.</p>	
390							<p>13 Debtor stated that she had failed to remove her name from the title when her son became an adult.</p>	
391							<p>Trustee confirms from her notes that there were mechanical issues with the Mustang that would not give the estate any considerable value if it was the property of the Debtor's.</p>	
392							<p>15 The trustee then asked the following question: "...and you have testified last time, and I want to confirm that testimony. He paid for all of the car, including the down payment and all payments on the vehicle?"</p>	
393							<p>16 Daniel Geberth has alleged that the Debtor made unauthorized payments using Capital One Auto Finance in relation to a 2008 Ford Mustang, which is listed on DGP's Adversary Complaint.</p>	
394							<p>20 The 2008 Ford Mustang listed on Debtor's petition is not the same vehicle that Geberth had purchased as the Debtor has twin sons.</p>	
395							<p>Under Federal Rules of Civil Procedure or under 11 U.S.C. § 341(a) and Rule 2004(a) of the Federal Rules of Bankruptcy Procedure, attorneys conducting discovery depositions, Rule 2004 examinations, and examinations of the debtor at the § 341(a) meeting of creditors should be civil and exercise proper professional and ethical demeanor. Harassing, rude, inappropriate, or embarrassing questions and improper coaching are unprofessional; and the parties and courts should not tolerate such behavior.</p>	

BANKRUPTCY FRAUD- COLLUSION

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396						23	It would be improper for the Debtor to have to account and put a valuation of property that was never in Debtor's possession, in doing so violates the privacy of others.	
397							Herendeen: "And does she have items of personal property that she owns that is in your home?", "And what are those items?", "Does everything belong to her in her bedroom?" "Anything that is worth over \$50?" "So for example any other televisions, hobby equipment computers is there anything like that that she has at her home?"	
398							Debor asks, "Is her property part of my bankruptcy?" Trustee states, "No, that is why I am asking you about it."	
399							"Trustee states, "on the Statement of Financial Affairs, there is a question where you are able to list that property is in your possession that does not belong to you and often times people list items that somebody who lives with them owns and part of the reason for doing that is in case we send out an appraiser that they can identify those items and it would be consistent with what was represented in the statement of financial affairs and what an appraiser might report back on the appraisal of the personal property."	
400						14	The Trustees questioning of the status of her Debtor's parents' relationship was rude and inappropriate and had no necessity in relation to Debtor's Petition, as the Trustee asked the following questions:	
401							Herendeen: "How long does she stay with you?" and "Are they still married?"	
402							Debtor: "Yes."	
403							Herendeen: "So why doesn't she live with him full-time if he needs assistance?"	
404							Debtor: "They are separated, they never lived together. He moved down here (Florida) two years ago... His health has worsened so she goes between homes so that she can help me with my disability."	
405							Herendeen: "So she is still married but they have been separated for how long?"	
406							Debtor: "20 years"	
407							Herendeen: "For 20 years? They haven't lived together in 20 years?"	
408							Debtor: "We do not believe in divorce, yes."	
409							Herendeen: "So what you are saying is the part time thing with you has been a result to the fact that he needs assistance."	
410						15	This question goes in line with Geberth's harassing emails made to Debtor.	
411							The Debtor does not financially support any of these adults and correctly does not list the property of other household members as they are not dependents, and their possessions were purchased on their own accord. This includes gifts directly given to the Debtors family during their 5-year relationship, including a Cricut machine that Geberth had gifted directly to Debtor's Daughter.	
412						17	When Herendeen was asked where she was getting this information and that she was getting this information from Daniel Geberth, she stated: "No, I did not get this information from the person that you are referring to and I do not have this information."	
413						18	Daniel Geberth was in appearance during this meeting [in violation of Stalking Injunction].	
414						23	Herendeen stated that she would agree to accept \$5,288 to be paid via a lump sum payment by the end of January to settle issues relating to the equity in the Kia, equity in the Mustang, and equity in any unsecured property.	
415						24	In doing so, she would not pursue Debtors family members or friends, even though Debtor had not transferred property fraudulently and this was not property of the Debtors.	
416						26	This was Debtors sole form of transportation.	
417						31	In the Trustee's Motion to Approve Compromise of Controversy [Doc. No. 27], the Trustee stated the following:	

BANKRUPTCY FRAUD- COLLUSION

	B	C	D	E	F	G	H	I	
418								¶3 At the 341 meeting of creditors, she testified about transfers of certain items of personal property, including but not limited to, giving away a Cannondale bicycle to a family friend in January or February of 2020, giving away a Louis Vuitton purse to her sister at some time in the past four years, throwing away a Michael Kors purse, and giving a cricket machine to her daughter.	
419							¶4 Finally, the Debtor has transferred multiple items of valuable personal property to friends or family while she was insolvent, and the transfers are avoidable by the Trustee.		
420							The Trustee will abandon all assets not part of the compromise, including the 2008. Ford Mustang, the household goods and furnishing, the TV and cellphone, clothes and shoes, cats, Wells Fargo checking account ending 0223, Suncoast Credit Union account ending 2817, and Invitation Homes rental deposit.		
421							36	Herendeen had also failed to question proof of claim and dischargeability action of DGP in Debtors bankruptcy.	
422									
423									
424							43	Generally, any action brought by the trustee to recover money or property pursuant to the trustee's avoiding powers must be brought as an adversary proceeding. Fed. R. Bankr. P. 7001.	
425									
426	5/24/2021	E-Mail							
								<p>FW: 20-07637 FAITH E. ANTONIO : Trustee's Notice of Filing ▾ Inbox x</p> <p> Christine Herendeen <chherendeen@herendeenlaw.com> to Faithantonio.legal@gmail.com</p> <p>Good Morning Faith,</p> <p>Trustee requested that I email you a copy of the Filing Form 1 and Form which was filed this morning. Please see attached.</p> <p>Anne Drummond Assistant to Christine L. Herendeen Chapter 7 Trustee, Attorney and Mediator Herendeen Law, LLC P.O. Box 152348 Tampa FL 33684 (813) 438-3833</p>	
427								UST FORMS 1 & 2 FINAL	
428									
429	5/24/2021	Hearing	Transcript						
430								APPEARANCES:	
431								The Court: Okay. Because if Ms. Antonio is not going to be a millionaire in the realm of reasonableness at some point in her future, then what is the point of all this?	
432								Thompson: Your Honor, you never know what's going to happen to Ms. Antonio. She could win the lottery tomorrow.	
433								Antonio: The point is for my ex-boyfriend to harass me for the next 20 years of my life, which he's said in other court things that he's going to make my life miserable, he's going to destroy me and do whatever possible, which falls in line with what I've dealt for the past five years of our relationship, Your Honor.	
434								Thompson: The point is, Your Honor, that circumstances can change very rapidly. And if Ms. Antonio comes into money next year, Mr. Geberth has every right to seek what he's lost through what he believes is fraud and embezzlement.	
435								Antonio: What has he lost? Universal Studios and his hair transplant procedure, Ms. Thompson? That's all his transactions, Ms. Thompson." *****	

BANKRUPTCY FRAUD- COLLUSION

	B	C	D	E	F	G	H	I
436							<p>Herendeen: Your Honor, if you'd like, should I file a formal – would you prefer it if I file a formal objection? And the only reason I'm asking that as well, is that it may not have been brought to your attention yet, but on Friday Ms. Antonio also filed a Motion to Remove me as the Trustee. And one of the claims is that I'm not objecting to the proof of claim, which I had planned to do at today's hearing.</p> <p>The Court: Let me ask you this. What kind of estate are you sitting on?</p> <p>Herendeen: In the bank right now, I have \$7,904.70. And of course, that's a matter of public record. As you mentioned today, this is fully transparent, everything I do is transparent.</p> <p>The 341 meeting was recorded, she was represented by counsel. The Motion to Approve Compromise was filed, served, objection period passed. No objections were filed. I settled. This is the funds that I received pursuant to the compromise. That's a matter of public record. I can file a formal objection and perhaps submit an agreed order with Ms. Thompson that it'll be resolved through the adversary.</p>	
437								
438								
439								
440								***No one questions why Trustee is making agreements with a "Creditor" ****
441								
442			STATUTE - RULE - LAW				Section 323 provides that the trustee is the representative of the estate. In that capacity, the trustee is a fiduciary and intended to be independent. The Bankruptcy Manual states "[t]he trustee owes no fiduciary duty to strangers to the estate or the case; that is, third parties who may be involved in case matters but who are not the debtor, creditors, or other parties in interest. BANKRUPTCY LAW MANUAL, supra note 28; see also 2 BANKRUPTCY LAW MANUAL § 10:13 n.41 (5th ed. 2016) (citing In re C.R. Stone Concrete Contrs., 346 B.R. 32 (Bankr. D. Mass. 2006).	
443								
444			STATUTE - RULE - LAW				The Law of Trusts and Trustees states [a] trustee is under a duty to the beneficiary of the trust to administer the trust solely in the interest of the beneficiary. The trustee must exclude all self-interest, as well as the interest of a third party, in his administration of the trust solely for the benefit of the beneficiary. <u>The trustee must not place himself in a position where his own interests or that of another enters into conflict, or may possibly conflict, with the interest of the trust or its beneficiary.</u> Put another way, the trustee may not enter into a transaction or take or continue in a position in which his personal interest or the interest of a third party is or becomes adverse to the interest of the beneficiary."	
445								
446	5/24/2021	Motion	Herendeen	68			<u>TRUSTEE'S OBJECTION TO CLAIM 7-1</u>	
447							<i>Fails to Alert Creditors</i>	
448								
449								
450	9/8/2021	Hearing Transcript			41		THE COURT: But you're right, I did notice that that was very generalized. But you didn't respond with a motion to dismiss or anything like that, so it is what it is right now.	
451					42	17-22	That concession would corroborate, I suppose, or it would be corroborative of your contention that you weren't an employee. But as I've said, that's irrelevant. The question is did you put your paws on a computer and take things that or cause the computer to send money and take money that you weren't entitled to. That's the whole case.	
452								
453			STATUTE - RULE - LAW				Pursuant to its inherent power under 11 U.S.C. §105(a), the Bankruptcy Court may issue any Order, process, or judgment that is necessary or appropriate to carry out the provisions of the United States Bankruptcy Code. Further, the Court may sua sponte take any action or make any determination necessary or appropriate to enforce or implement Court Orders or Rules, or to prevent an abuse of process. 11 U.S.C. §105(a).	
454								

BANKRUPTCY FRAUD- COLLUSION

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455							The statutes and rules do not make the meeting of creditors into a mere discovery deposition subject to all the procedural rules governing discovery.” Consequently, because the bankruptcy court determined that the Section 341 meeting was not a true “deposition,” under Rule 7056(c)(1)(A), it could not properly consider the meeting transcript in support of a motion for summary judgment.	
456								
457	9/21/2021	W-2s	Kanter				Brad Kanter of Kanter & Associates mails W-2’s to Faith Antonio using an envelope typically used for greeting cards, using Daniel Geberth’s name and the address of Numeric Racing located in Tampa, Florida. Received days after her birthday.	
458							o 2015 W-2 amount: \$15,985.83	
459							o 2016 W-2 amount: \$38,514.84	
460							o 2017 W-2 amount: \$38,502.36	
461							o 2018 W-2 amount: \$37,420.76	
462							o 2019 W-2 amount: \$37,393.72	
463								
464								
465		Handbook for Chapter 7 Trustees	STATUTE - RULE - LAW			38	The trustee is responsible for preparing and filing income tax returns on behalf of the bankruptcy estates, and should normally employ a tax professional to assist in preparing the return. In preparing estate tax returns, the trustee will often need to review the debtor’s prior year returns. If the debtor is unwilling or unable to provide copies of these returns, the trustee can request copies of the tax returns or a transcript thereof from the IRS using Form 4506 or Form 4506-T. The trustee must file a federal income tax return in an individual chapter 7 case for any year in which gross income of the estate equals or exceeds the exemption amount plus the basic standard deduction for a taxpayer filing as married filing separately.	
466							Individual trustees are obliged to report any criminal activities and assist in any subsequent prosecutions. 18 U.S.C. § 3057; 28 U.S.C. § 586(a)(3)(F).	
467								
468	3/4/2022	Motion	Solomon			720	<u>DGP’s NOTICE OF REMOVAL AND CORRECTION OF ITEMIZED DEDUCTIONS FROM COMPLAINT [Doc# 1]</u>	
469							3 While the issues and perhaps even the debts listed on the schedules in many bankruptcy cases can be easily discernable, that is certainly not the case in the case at bar.	
470							4 That is because the activity that comprises Debtor's acts of embezzlement occurred during a period of approximately five years. Furthermore, the actual transactions that are attributable to Debtor, as well as, the evidence of Debtor's misconduct are hidden among thousands and thousands of presumably legitimate business transactions completed in the ordinary course of DGP's business. Last, the methodical and deliberate actions taken by Debtor to hide, to conceal, and to divert attention from her embezzlement altered and infected hundreds of transactions that were not discernible and/or traceable until a detailed examination conducted by the forensic expert could be conducted.	
471							5 Debtor's romantic relationship with DGP's owner, Mr. Geberth, placed debtor in a unique position to have ostensibly unfettered access to personal and critical financial information that enabled and facilitated the illicit actions that Debtor took for her own financial gain. It was not until after the termination of Debtor's romantic relationship with Mr. Geberth and Debtor's employment at DGP that Mr. Geberth was able to perceive and to uncover the embezzlement. Even then, not all of the transactions were uncovered; many of the unauthorized transactions were uncovered during the pendency of this adversary proceeding with the assistance of the forensic expert.	

BANKRUPTCY FRAUD- COLLUSION

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472							fn 1: Upon discovery and investigation, DGP's expert Brad Kanter estimates that approximately an additional \$53,138.74 was embezzled by Debtor and not included in the Complaint.	
473						6	Prior to filing the adversary complaint, SolomonLaw conducted an extensive and thorough interview with Mr. Geberth. Mr. Geberth provided to SolomonLaw documents in support of what Mr. Geberth believes to be unauthorized charges. Mr. Geberth did his own research, conducted his own investigation and addressed questions raised by SolomonLaw designed to ensure the accuracy of the allegations and claims made.	
474								
475	3/14/2022	Transcript	Herendeen				ADV HEARING: APPEARANCES:	
476							MS. HERENDEEN: Your Honor, would it be possible for me to be excused?	
477								
478							THE COURT: Who? Is that Ms. McHugh?	
479							MS. HERENDEEN: Christine Herendeen.	
480							THE COURT: Oh, Ms. Herendeen, yes. You're going to have to get in touch with Mr. Solomon's firm and maybe Ms. Antonio about the level of your involvement in this	
481								
482							MS. HERENDEEN: Yes. Yes, Your Honor. I --	
483							THE COURT: -- so that we can maybe have some efficiencies.	
484							MS. HERENDEEN: Yes. And if I could just remind you, there was a hearing originally on this and we had discussed and agreed at that hearing that the outcome of the trial would determine the objection or at least should be held after the trial on the adversary in case that it resolved it. But when the time came, it was required that the objection be set at the time as the trial, even though I have no involvement and only intended to request to be excused from the trial because I don't believe I have any reason to be involved.	
485							THE COURT: Okay. So, you are reminding me that you basically stipulated that you would accept the outcome of the adversary without being involved in it?	
486							MS. HERENDEEN: Yes, and counsel for the claimant agreed as well. You had sort of a footnote at that hearing that Ms. Antonio might have standing to raise her own objection to the claim. But, otherwise, the creditor and I both agreed that the outcome of the trial would determine the claim.	
487								
488	1/1/2023	Judicial Misconduct Complaint	Antonio					
489								
490								
491		Chpt 7 Trustees Handbook	DOJ				One of the trustee's duties under section 704(a)(5) is to examine proofs of claims and object to the allowance of any claim that is improper. Federal Rule of Bankruptcy Procedure 4002(4) implements section 521 and provides that the debtor must assist the trustee in the administration of the estate and examining proofs of claims.	
492							Pursuant to § 704(5), a Chapter 7 trustee is required to "if a purpose would be served, examine proofs of claims and object to the allowance of any claim that is improper."	
493							The legislative history to this provision states, "[i]f a purpose would be served (such as if there are assets that will be distributed), the trustee is required to examine proof of claims and object to the allowance of any claim that is improper." S. Rep. No. 95-989 (1978), <i>reprinted in</i> 1978 U.S.C.C.A.N. 5787, 5879.	

BANKRUPTCY FRAUD- COLLUSION

	B	C	D	E	F	G	H	I
494							[T]he bankruptcy court whose aid is sought for enforcement of an asserted claim is not bound to treat the tendered proof as conclusive. When objections are made, it is duty bound to pass on them. That process is, indeed, of basic importance in the administration of a bankruptcy estate whether the objective be liquidation or reorganization. Without that sifting process, unmeritorious or excessive claims might dilute the participation of the legitimate claimants. <i>In re Taylor</i> , 363 B.R. 303, 308 (Bankr. M.D. Fla. 2007) (quoting <i>Gardner v. State of N.J.</i> , 329 U.S. 565, 573 (1947)).	
495							While the substantive law regarding allowance of claims is governed by §§ 501 and 502, the procedures regarding allowance of claims are found in the Federal Rules of Bankruptcy Procedure. These procedures permit a party to gather information sufficient to determine whether a claim should or should not be allowed. See <i>In re Taylor</i> , 363 B.R. at 308 (" The rules rightfully require creditors to attach minimal supporting documentation for their claims so that a debtor can evaluate their validity without discovery or extraordinary expense. ").	
496								
497	1/24/2023	Motion	Antonio	Filed			<u>Motion for Leave to File Motion for Reconsideration of Screening Injunction</u>	
498				No Dkt				
499	2/8/2023	RECUSE Motion	Antonio	1025				
500							The Court has unfairly and with knowledge denying Defendant's due process rights failing to afford notice and an opportunity to be heard involving any sanctions, including the prescreening injunctions, forbidding Defendant her right to object or seek affirmative relief. This Court has had experience with Martin Trigona injunctions, affording due process rights and creating a record including the required Finding of Facts and Conclusions of Law in consideration of an injunction, see <i>In re Diaz</i> , 2014 WL 12936894.	
501								
502					5		On August 24, 2022, Defendant discovered fraud (and continues to uncover fraud) by Plaintiff, as pro se she filed her Motion to Disqualify [D.E. 972] not in any manner to prejudice any party in the proceeding. In response, this Court banned Defendant from seeking "any type of affirmative relief from the Court, by written motion, objection, or otherwise, unless the paper is accompanied by an endorsement by an attorney duly admitted practicing before this Court..."	
503								
504					6		The ordering of the Tik Tok trial changed the proceeding into a witch hunt against the Defendant had the quality of Judge McEwen and Plaintiff v Faith Elyzabeth Antonio, see January 28, 2022, Tik Tok Trial transcript, D.E. 624. The rules of evidence do not act as tools for discovering the truth but as "weapons that the lawyer can use to gain an advantage that has nothing to do with the merits of the case."	
505								
506					7		Throughout this proceeding, statements have been made by the Court creating an appearance of favoritism towards an officer of the court, including stating: "This lady is an officer of the Court. She said she's given you," see December 16, 2021 transcript, D.E. 723, Pg. 46, Ln.'s 6-8.	
507								
508							This Court has failed to address any misconduct by Plaintiff, including the hostility and competitiveness during the November depositions.	
509								

BANKRUPTCY FRAUD- COLLUSION

	B	C	D	E	F	G	H	I
					8		Most notably, on September 1, 2022, a hearing was held during the time Defendant was seeking treatment in the emergency room. There is no question that Defendant has a disability, and to further have Defendant prove her disability stems from health issues is discriminatory, disparaging, and harmful. Plaintiff's principal has known of this disability and hearing this proceeding under the guise of an employment relationship only further serves to harm the Defendant when there is an admission of no employment relationship. As witnessed by non-party, Tabithaann Gregor, and as part of the record, the disparagement of Defendant and unprofessionalism that ensued was an invasion of privacy, served to humiliate the Defendant, and a deviation of the independence of the judiciary. Statements including misrepresentations that were used to prejudice the Complainant, alleging she was "manufacturing" (pg. 17, Ln. 4-6), her health issues and alleging it was a "charade" (pg. 16, Ln. 6-7) although acknowledging that she "gets Social Security Disability. (Pg. 18, Ln. 6-7), had no place in a public forum.	
510								
511								
					10		By requiring Defendant to prove her disability and health issues, time and time again is not an appearance of treating her with dignity, integrity, nor respect. As such, this Court became an adversary to the Defendant.	
512								
513								
514	2/23/2023	Hearing	Antonio	1034			To announce ruling on Expedited Motion to Recuse Judge Catherine Peek McEwen	
515								
							In Dennis v. Sparks 449 U. S. 24 (1985), the Fifth Circuit reversed itself in an en banc decision concerning a conspiracy with a judge and this Court affirmed, explaining coconspirators with immune judge are liable. Because of the issues in the question with this court together with the fact that judge Anderson knew that the Findings of Fact and Conclusions of law must refer to the record as a matter of law, inasmuch as he was overturned twice on that very issue, See Keene v. Bonser 107 P.3d 693 (Utah App. 2005), and Batty v. Batty 153 P. 3d 827 Utah App. 2006).	
516								
							The judge had no jurisdiction to go forward with an eviction because Petitioner was never an employee, as a matter of law.	
517								
518								
							The majority of the Orders filed in the Adversary Proceeding state: "Findings of Fact and Conclusions of Law	
519								
520								
							Pro se litigants should have the same constitutional protections as litigants who hire large big law firms. Petitioner's rights were trampled on in every court, both state and federal. Pro se litigants need to be reassured that their rights will not be trampled on because they don't have an attorney	
521								

BANKRUPTCY FRAUD- COLLUSION

Faith Antonio

[REDACTED]

February 5, 2021

Samantha L. Dammer, PA

[REDACTED]

Tampa, FL 33602

Dear Ms. Dammer:

I have decided to terminate our current legal relationship. I believe alternate legal counsel will best suit the needs of my case, based on their level of expertise and my needs as a client. Nonetheless, I appreciate the time and attention you have spent attending to my case.

I am terminating this relationship because I do not feel that you are adequately fulfilling your duties to me as your client. Upon our initial consultation, I was assured that you had handled complex cases like the one I am currently involved in and that you would handle matters aggressively. I am finding that you have misrepresented yourself.

It is essential that a client feels that they trust the attorney and that the attorney has its client's best interests. According to the Florida Bar's Professional Code of Conduct, Rule 4-1.2(a), you have repeatedly failed to abide by my decisions or have not made any attempts to consult with me before making any decisions on my behalf. This also ties into Rule 4-1.4(a)(b).

Upon agreeing to your representation, without consult or communication, you had decided it was best for you to take over my whole case whereas our agreement was solely for your representation regarding the Adversary portion of this Bankruptcy case. Mr. Gino Megna was already paid in full and I had not asked for his withdrawal in his representation for the Bankruptcy matters.

I felt that I was pressured to sign an updated Bankruptcy filing claiming a potential labor and wage issue. I questioned this. This should have been consulted with me prior to the suggestion to the Judge. In fact, if you are not versed in employment or business law, I am unsure where or how this was even suggested as the correct

BANKRUPTCY FRAUD- COLLUSION

course without consult of an attorney who specializes in these areas. This was not done in my best interest and absolutely goes against the fact that I had never been employed by the Plaintiff.

After listening to Mr. Solomon's allegations during a hearing in Pinellas County today regarding an injunction, it is abundantly clear why I have been getting this treatment from you. This follows suit with the same treatment I received from Gino Megna.

Solomon stated that I was contacting creditors to tell them not to produce documents. This is furthest from the truth. If you had heard this from the Plaintiff, I would have expected my attorney to discuss this with me. He also said that I have been obstructing him since he took over the case. This man easily manipulates and willingly subverts the truth even when the truth glaringly sits in front of everyone.

Among the allegations that I had received today include that I had been calling Mr. Geberth and breathing into the line, harassing his daughter within the past year, and calling her filthy names. That I had embezzled, along with my family, half a million dollars. That the emails between Daniel and his accountant are fake, even though I have the email OST file that says otherwise. That Daniel is the real victim in all of this, yet their whole foundation is based on lies. When it comes to Narcissism, projection is the closest thing to a confession and everything that has been done on their part is just that.

I am being accused of abusing discovery, but when questioned, you refuse to acknowledge that Solomon is himself abusing discovery. It was agreed that my documents would go to your office for our review. Instead, this update was not sent to any of my creditors or anyone who had received a subpoena. These documents still fall outside the scope with your refusal to object on my behalf. Documents are not to be had past 2019 but Solomon continues to request such on his subpoenas, even after the judge's order. Who are you representing here?

You have failed to act upon any discovery requests for the Plaintiff, on my behalf, which as of this date, has still not been filed with the court. We had discussed document requests for the Plaintiff over a month ago, and when I inquired again then you finally drafted something.

What is concerning is the unwillingness to verify any allegation made against me. I would expect that my counsel would communicate with me any information learnt

BANKRUPTCY FRAUD- COLLUSION

from discussions with opposing counsel, and in turn request any feedback from me that could assist you in the proper way to defend me.

In my opinion, you have not taken the time necessary to learn any facts relating to the history of the relationship between myself and the Plaintiff. I have found that I am in the position of defending myself to my own counsel and this is very troubling and upsetting.

You have pushed for me to sign a confidentiality agreement and refused to even communicate with me until I do the things that you want me to do. I do not appreciate being bullied. This confidentiality agreement, constructed by the Plaintiff, the verbiage is not something I agree to. What concerns me that you have failed to file any motion for protective order, which is necessary to protect me regarding what the true merits of this case.

Last, without regard to my schedule, health, or ability, you failed to confer with me regarding any deposition before agreeing to this with the Plaintiff. Professional courtesy is expected between attorneys and the same to an attorney's client. I have repeatedly stated that I am disabled, I have medical documentation relating to this dating as far back from 2012. You did not consult with me regarding the length of such deposition until I asked this information. According to Rule 30(d)(1), a deposition is limited to 1 day of 7 hours. This exceeds the proposed amount. It also follows through, as threatened in the voicemail left by the Plaintiff, his intent to cost attorney fees. As this would alone cost over \$3,200 for you to represent me for.

I request that you please send me a copy of my case file immediately, along with any personal effects that I had left in your possession, so that I may share this with my newly obtained legal counsel.

I do believe since we are at grave odds, that this resolution of withdrawal is agreeable to you as well.

Sincerely,

Faith Antonio

Representation

2 messages

sdammer@attysam.com <[REDACTED]>

Mon, Feb 8, 2021 at 12:16 PM

To: Faith Antonio [REDACTED]

Cc: Tabitha Gregor [REDACTED]

Faith,

I am in receipt of your letter terminating our attorney-client relationship. I've put together everything to be turned over to you or your new counsel. Please let me know when you would like to pick everything up and I will make sure it is available.

While I respect your decision, I would like to make a couple of points and observations...again, just trying to help:

1. With regard to the buy-back, in my professional opinion and experience I thought it made the most sense for me to complete that part of the case for you (at no additional cost by the way). While separate from the adversary, the buy-back with the trustee does play into the case as a whole and I wanted to be involved in all moving parts.
2. A request for production of documents was served on the Plaintiff last week, and the return date is March 4, 2021 so please let your new lawyer know.
3. I spoke with opposing counsel on the deposition times and advised that your health issues would factor into your availability for the deposition and they agreed to any reasonable limitations. Daniel's deposition is set for the following day. Your new attorney will need to send the Notice of Deposition to opposing counsel with his preferred court reporter info. These dates were coordinated after the original dates in February were postponed.
4. We will have to "agree to disagree" on the wage claim and confidentiality agreement. Yes I know your position is that you were Daniel's girlfriend and not an employee...but there is overwhelming evidence that you conducted business for his company. It also appears undisputed that he paid you a weekly wage, which was deducted from his claim. Your new attorney can certainly withdraw our amended Schedule B if he sees fit in his professional opinion, but I do think it gives you much needed leverage in this case.
5. I recently obtained the audio CD of your 341 hearing...not sure if prior counsel had this and turned it over to you, but I am including it in your materials for pick up.

I certainly never intended to "bully" you and I'm sorry you feel that way. You do have a complex case which requires diligence to timelines and court rules and procedure, which I was only trying to emphasize. I believe I was instrumental in portraying you as the victim to Judge McEwen at the last court hearing, but that can easily be turned around if you are seen as obstructing discovery.

At any rate, I do wish you the best of luck in this matter, and if you or your new attorney need anything please be sure to let me know.

Sincerely,

SAMANTHA L. DAMMER, ESQ.
MANAGING ATTORNEY
SAMANTHA L. DAMMER, P.A.
"Compassionate Representation Since 1998"

Corporate and Personal Bankruptcy | Civil Litigation | Real Estate | Debt Settlement | Business Law

[REDACTED]

2015-2016 Chairman, South Tampa Chamber of Commerce

Find us here:

<http://www.attysam.com>

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BANKRUPTCY FRAUD COLLUSION

Mon, Feb 8, 2021 at 3:48 PM

Faith Antonio [REDACTED]
To: Samantha Dammer
Cc: Tabitha Gregor [REDACTED]

Samantha,

Your response overwhelmingly proves my point in the letter you had received from me. You haven't put the time in necessary to properly defend me, to understand the true merits of the case.

I have provided evidence quite the contrary to their employment claim. An employment attorney says without documents, such as contracts, taxes, paystubs, it does not show employment. He can claim that until he is blue in the face. If he had a timesheet, I could verify most days I was not there as he is saying. I have accountant emails from a verified email server. I have a notarized statement saying that he supported me. So I would like to see where it is undisputed that he paid me a weekly wage. I have been saying that there is no way that I was paid weekly and I didn't receive a wage from Daniel. Where is this information coming from? Unbelievable.

He used his own business accounts for his own personal account and it will show this. This is me having to defend myself to my own counsel.

There was five years of abuse. Daniel was not only psychologically abusing me and his child, but he was also sexually abusing me. He raped me on the cruise that we went on and then continued to try to force me to engage with more intimacy, this has also been discussed in the transcripts. His rage was getting worse so I ended the relationship. I am not going to sit in silence and let someone continue traumatizing me. His smear campaign has succeeded because everyone else is altering reality to cover the truth and money talks. If I had the money to defend myself, things would probably be different but I am at a severe disadvantage because no one wants to put the effort in to defend me because time is money and I am at a loss.

I will let you know as soon as I can get my files.

Thanks,

Faith

[Quoted text hidden]