

# App. 16

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT  
IN AND FOR PASCO COUNTY, FLORIDA**

DGP PRODUCTS, INC.

Plaintiff,

Case: 2020CA000889CAAXWS

v.

FAITH ELYZABETH ANTONIO

Division: G

Defendant.

\_\_\_\_\_ /

**MOTION TO DISQUALIFY/RECUSE JUDGE KIMBERLY SHARPE BYRD FOR  
CONTINUED DUE PROCESS AND CIVIL RIGHTS VIOLATIONS, IMPROPRIETY,  
AND FAILURE TO REPORT SEVERE PROFESSIONAL MISCONDUCT INCLUDING  
VIOLATIONS OF AUTOMATIC STAY AND FORUM SHOPPING**

Defendant, Faith Elyzabeth Antonio, pursuant to Florida Rule of Judicial Administration 2.330, hereby moves to disqualify Judge Kimberly Sharpe Byrd from presiding over the above-captioned case. In support of this motion, Defendant states as follows:

**INTRODUCTION**

1. Judge Kimberly Sharpe Byrd has demonstrated bias, partiality, and improper conduct that severely undermine the Defendant's right to a fair and impartial tribunal. Her actions and failure to follow due process constitute grounds for disqualification pursuant to the Florida Constitution, Article I, Section 9, and the Florida Code of Judicial Conduct.

2. This motion is made in good faith and is based on specific instances of misconduct, ex parte communications, bribery and bias in favor of the Plaintiff, DGP Products, Inc., and its legal representatives

**LEGAL STANDARD**

3. Florida Rule of Judicial Administration 2.330 provides that a judge shall disqualify themselves if any party to the case has a reasonable fear that they will not receive a fair trial due to bias or prejudice. The rule also applies to situations where a judge's conduct gives rise to a legitimate concern regarding impartiality or fairness. Rule 2.330(f), Fla. R. Jud. Admin.,

provides that, upon receipt of a legally sufficient motion to disqualify, “the judge shall immediately enter an order granting disqualification and proceed no further in the action.”

### FACTS SUPPORTING DISQUALIFICATION

4. On April 2, 2020, DGP Products, Inc. d/b/a Numeric Racing filed its Complaint in Pasco County. Daniel Geberth is the sole owner of the business that he ran inside of his home located in Odessa, Florida, during the relevant times. Geberth was Defendants ex-boyfriend of five-years. [Doc. 2]

5. On July 1, 2020, Defendant filed her Verified Motion to Dismiss for Failure to State a Cause of Action, Failure to Comply with Conditions Precedent, Lack of Standing, and Motion to Strike Sham Pleading [D.E. 16].

6. Defendant referred to the active Injunction Against Dating Violence that was granted against Daniel Geberth on April 22, 2020, filed as Exhibit A. [D.E. 17] The Injunction was granted based upon the threats of harm outlined in the motion, including his desire to harass Defendant by “sending her to jail” for things she did not do, to make her life “difficult and stressful,” to have her “thrown in jail,” to play “really...hard ball,” and to “fuck you over, that’s a fucking guarantee” if Defendant did not comply with his extortionist demands for a **\$3,000.00** jacuzzi.

7. Judge Byrd continues to inflict harm on Defendant by unjustly permitting this case to continue in an ACTIVE status in violation of Article I, Section 16(b) (11), Florida Constitution. The same threats outlined by former attorney Brendan Riley in Defendants Motion to Dismiss.

“A victim is a person who suffers **direct or threatened physical, psychological, or financial harm as a result of the commission or attempted commission of a crime or delinquent act or against whom the crime or delinquent act is committed**. The term “victim” does not include the accused.” Article I, Section 16(b) (11), Florida Constitution.

8. Despite Defendant filing a motion to dismiss early in the case, Judge Byrd failed to schedule the motion for a hearing. The motion remains pending, and this inaction deprived

Defendant of the opportunity to challenge the legal standing of DGP Products, Inc. “The primary purpose of a motion to dismiss is to request the trial court to determine whether the complaint properly states a cause of action upon which relief can be granted and, if it does not, to enter an order of dismissal. *Provence v. Palm Beach Taverns, Inc.*, 676 So.2d 1022 (Fla. 4th DCA 1996).

4. On July 17, 2020, attorney Stanford Solomon of the Solomon Law Group filed a notice of appearance in this case, immediately failing to comply with Florida Rule of Judicial Administration 2.505(e). [D.E. 20, 21] Mr. Solomon has served as both member and chair of the Rules of Judicial Administration Committee for decades with rule changes that critics have continued to express concerns of a power grab by the RJAC.<sup>1</sup>

5. Solomon immediately contradicted the allegations in DGP’s Complaint admitting Cohen & Grieb, a certified public accountant firm, provided accounting services for DGP/Geberth for all relevant years. Plaintiff objected to and refused to provide tax records that an employer alleging an employment relationship for four years would legally be required to have on hand. (Doc 19, 23).

6. Refusing to communicate with the Defendant and ignoring the statements made in Defendants Motion to Dismiss, attorney Brendan Riley refused to address the subpoena practice by Solomon Law Group to Defendants horror and disbelief. The Solomon Law Group repeatedly violated civil procedure failing to properly notice its intent to subpoena, using the court process to violate the active injunction granted based on Geberth’s patterns of stalking. **[Doc. 30-45]**.

7. Judge Byrd failed in her duty to supervise the attorneys who appeared in her court. Canon 2B provides that “[a] judge shall not lend the prestige of judicial office to advance the private interests of the judge or others; nor shall a judge convey or permit others to convey the impression that they are in a special position to influence the judge. Canon 3B(4) provides that “[a] judge shall

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<sup>1</sup> <https://www.floridabar.org/the-florida-bar-news/change-would-help-coordinate-procedural-rules-committees/> and <https://www.floridabar.org/the-florida-bar-news/who-should-make-the-rules/>

8. On September 25, 2020, judicial assistant Shannon McGrady, permitted the attorneys to schedule a hearing on Defendant's objections to DGP's subpoena practice, attached hereto as **EXHIBIT A**.

9. Judge Byrd failed in her duty to appropriately supervise her judicial assistant, allowing her to engage in improper case management practices that compromised the fairness of the proceedings. Despite Defendants' multiple pending motions, including a Motion to Dismiss, the judicial assistant, with Judge Byrd's knowledge, failed to set these motions for a hearing.

10. On October 7, 2020, Plaintiff filed an Amended Complaint without leave of court and attaching a pre-suit notice dated August 13, 2020 in an attempt to amend its pleadings to avoid Defendant's pending Motion to Dismiss. Most notably, the demand letter signed by Solomon, stated: "if you need to review documents or data supporting the amount demanded... we will gladly comply promptly with a timely, specific, and reasonable request for further information...necessary to enable you to validate the amount demanded and to make timely payment," which would insinuate Plaintiff had all the evidence in its hands. [Doc. 51]

11. This negated any need for **a corporate entity alleging an employment relationship** to intrude and invade the privacy of Defendant and Defendant's non-party family members, which Defendant repeatedly objected to. **See Doc. 30-45.**

12. On October 8, 2020, attorney Gino Megna continued to divert from Defendant's repeat requests to schedule the Motion to Dismiss with false statements designed to influence Defendant to believe that Plaintiff had the right to amend its complaint. Megna's statements in his e-mail to Defendant suggests his desire to avoid the Motion to Dismiss, with the intent to file an answer against Defendant's wishes. **EXHIBIT B**

13. Megna's e-mail also serves as evidence that the Defendant did not file a responsive pleading. A motion to dismiss is not a responsive pleading. see also *Boca Burger, Inc. v. Forum*, 912 So. 2d 561, 567 (Fla. 2005) ("[A] motion to dismiss is not a 'responsive pleading' because it is not a 'pleading' under the rules. See Fla. R. Civ. P. 1.100(a).") ("It is well settled that '[a] motion is not a pleading.'" (quoting *Sardon Found. v. New Horizons Serv. Dogs, Inc.*, 852 So. 2d 416, 421 (Fla. 5th DCA 2003)))

14. Judge Byrd has always the ability to address the pending Motion to Dismiss. There is no rule or law in Florida state or federal court that requires a trial judge to hear oral argument on a pretrial non-evidentiary motion. See *Gaspar, Inc., v. Naples Fed. Sav. & Loan Ass'n*, 546 So. 2d 764 (Fla. 5th DCA 1989). The attorneys for both Plaintiff and Defendant had the opportunity to Pursuant to ADMINISTRATIVE ORDER NO. 2020-012 PA/PI-CIR, signed by chief Judge Anthony Rondolino.<sup>2</sup>

15. On October 13, 2020, less than ten minutes before the schedule hearing, Megna filed the Suggestion of Bankruptcy notifying Judge Byrd that Defendant filed a petition for relief under title 11 of the US Bankruptcy Code (Chapter 7), case no. 8:20-bk-7637-CPM. This is believed an effort of the attorneys to avoid having to address the conduct as found on the record and Defendants pending motion.

16. It is worthy to note that Judge Catherine Peek McEwen was not assigned to the bankruptcy case until October 14, 2020. This same date, attorney Stanford Solomon filed his Notice of Appearance and Request for Notice “on behalf of CREDITOR DGP Products, Inc. d/b/a Numeric Racing with the intent to proceed as if Judge Byrd had entered judgment against Defendant, see docket of Bankruptcy case.

17. On October 15, 2020, the Solomon Law Group filed its Complaint to Determine Dischargeability based upon the same allegations made in the amended complaint filed in this case. The improperly plead Complaint stated that the bankruptcy court had jurisdiction pursuant to 28 U.S. Code §1334 with full knowledge that the case was never removed to District Court, further failing to make any motion for relief of stay, attached hereto **EXHIBIT C** is relevant portions of Complaint

18. DGP filed its complaint seeking a determination with false statements claiming that “**the obligations owed** by Debtor” are non-dischargeable under 11 U.S.C. § 727(a)(2)(A) or that “**obligations owed by Debtor** to DGP” are excepted from discharge pursuant to 11 U.S.C. §§ 523(a)(4) & (a)(6). In the Dischargeability Complaint, the Solomon Law Group referred to the state court litigation under Judge Byrd, admitting that the litigation was pending on a motion

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<sup>2</sup> <https://www.floridabar.org/the-florida-bar-news/what-is-the-right-balance-between-in-person-and-remote-proceedings/>

to dismiss, attempting to blame Defendant for not scheduling this motion. **See 52-53 of Complaint.**

19. Plaintiff attached the same demand letter as Exhibit “H” of the Complaint falsely states that the Defendant “sought to delay the discovery of **her personal financial information,**” claiming necessary to enable DGP to calculate the exact amount of the funds that Debtor misappropriated for non-business purposes,” further falsely representing that Defendant had “exercised complete control over DGP’s accounting and financial records” after admitting in court filings, Cohen & Grieb was DGP and Geberth’s accountant.

20. Judge Byrd allowed **forum shopping** by the attorneys of DGP Products, Inc. and Solomon Law Group, facilitating their improper litigation of the case in bankruptcy court without Defendant’s consent. Judge McEwen admitted she did not have jurisdiction in her appearance on December 7, 2020. **EXHIBIT D**

21. The Adversary Docket contains over 1000 entries that serves as evidence that every rule of civil procedure, bankruptcy code, local rule was violated in a complete act of lawlessness with Defendant desperately defending herself while every attorney and judge LIED on the record and refused to report the egregious crimes to the law enforcement or U.S. Attorney’s Office and the DOJ.<sup>3</sup>

22. On May 24, 2021, Judge McEwen made false statements on the record, unartfully admitting the lack of subject matter jurisdiction, malicious disregard of the domestic violence with full intent with her assistance of the invasion of privacy, stalking, and unrestricted access into Defendant’s life that had no relevancy to the allegations asserted while completely obstructing justice. **EXHIBIT E**

23. Judge Byrd delayed issuing an Order to Provide Status Update for nearly two years. The order, dated May 12, 2022, instructed the Plaintiff to provide a written submission of the status of the case within 30 days and encouraged the parties to draft an Agreed Mandatory

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4. Judge Catherine Peek McEwen, appointed by Chief Justice John Roberts, serves on the Judicial Conference Advisory Committee on Bankruptcy Rules and Civil Procedure Committee<sup>3</sup> and has substantial experience as a federal bankruptcy judge has expansive political influence and conflicts of interest including by sitting as chair of committees in the Florida Bar Association and has social with attorney Stanford Solomon

Civil Case Management Order "when the **stay** is lifted," confirming her knowledge that DGP Products, Inc. was violating the automatic stay. [D.E. 57]

24. Judge Byrd failed to enforce the automatic stay and continued legal proceedings despite the stay being in effect. This failure violates Canon 3(B)(2), which mandates that judges be faithful to the law and maintain professional competence in it. Stanford Solomon, the attorney representing the Plaintiff, admitted to this improper practice in response to Judge Byrd's Order to Provide Status Update. This admission demonstrates that the court was complicit in actions that subverted proper judicial procedures. [D.E. 58]

25. The Order, "comes upon" Judge Byrd's "own motion" after "review of the docket" meaning Judge Byrd would have found:

1. The **Motion to Dismiss** filed early in the case was never set for a hearing.
2. There was **no Answer filed** on the record by the Defendant.
3. The Plaintiff did not have **leave to file an amended complaint** while a motion to dismiss was still pending, thus compounding the legal procedural issues.
4. There was **no Removal Notice** filed on the record by the Defendant.

26. Since the case was not removed to the Middle District, there would have been no reason for Judge Byrd to direct the counsel for Plaintiff to submit a written submission on the status of the case since they would have no legal authority as defined by Congress to appear as a creditor or even continue to litigate this state court matter, violating a plethora of state and federal laws.

27. Judge Byrd never entered an appearance in this case to determine whether she had jurisdiction over the parties meaning DGP Products, Inc. had no legal authority or ability to determine the dischargeability of a debt that never existed in the first place while Judge McEwen refuse to discharge Defendants bankruptcy. Defendant's health was deteriorating, exhibiting signs of neurological issues from the ongoing, horrifying trauma.

28. The large frequent cash withdrawals found on DGP's Synovus bank account and payments to Cohen & Grieb to amend its taxes suggests that DGP may have been bribing Judge Byrd and the legal professionals who appeared in this case. **EXHIBIT F**



29. On April 25, 2023, Stanford Solomon filed a response to the Notice of Lack of Prosecution, filing documents evidencing the fact that his firm was assisting Daniel Geberth, who was using DGP Products, Inc. as a means to steal Defendant's estate in violation of the automatic stay. [Doc. 60]

30. Attorney Stanford Solomon continued to terrorize Defendant and her family members throughout (9) cases, filing judicial notices asking the courts to take notice of both the adversary proceeding and the Pasco county case, falsely claiming to have a legitimate purpose. The Florida Bar REFUSED to investigate the conduct outlined in Defendants bar complaint from August 2021, based upon this case being ACTIVE. **EXHIBIT G**

31. Attorney Stanford Solomon, who has held a long standing position on the Rules of Judicial Administration Committee has corruptly used his position to influence judges and attorneys who have appeared in these cases. Solomon used his law license in a manner that it is not intended for. Violations of Judicial Canons: Canon 2(A) emphasizes that judges must act impartially and refrain from being swayed by public clamor, fear of criticism, or social influence.

32. Judge McEwen intends to sit on the Adversary Proceeding with the intention to avoid the crimes committed against Defendant in a clear abuse of power, while Chapter 7 Bankruptcy Trustee Christine Herendeen continues to file interim reports with service to the attorneys who have appeared in the Adversary Proceeding, and not Defendants true creditors.

33. On July 15, 2024, a note was entered on the docket stating: "Case Verified – **Order of Stay** Previously Entered," further confusing the status of the case and suggesting serious mismanagement and failure to provide clear guidance. No Order of Stay appears in this case.

34. Florida Rules of Judicial Administration 2.215(f): Every judge has a duty to rule upon and announce an order or judgment on every matter submitted to that judge within a reasonable time. Each judge shall maintain a log of cases under advisement and inform the chief judge of the circuit at the end of each calendar month of each case that has been held under advisement for more than 60 days. It is believed by Defendant that it is the will and desire of Judge Byrd to hang on to this case as ACTIVE and to avoid coming face with the Motion to

Dismiss and other misconduct on the case that completely violated almost every right of Defendant in a senseless act that will forever stain this judiciary.

35. This blatant abuse of the legal system was permitted to continue under Judge Byrd's oversight. This communication and failure to intervene violate Canon 2(A) and Canon 3(B)(7), which require judges to avoid impropriety and to ensure that parties are not subject to unfair treatment. Canon 1 of the Florida Code of Judicial Conduct requires judges to uphold the integrity and independence of the judiciary. Canon 2(A) demands that a judge act in a manner that promotes public confidence in the impartiality of the judiciary. Judge Byrd's actions are in direct conflict with these ethical duties.

43. Abuse of judicial power is using the power of judicial office for the private gain of the judge or others. It is disregard for the meaning of the office by engaging in activities fraught with conflicts of interest or merely having the appearance of impropriety. It is using the office for self-aggrandizement for the purpose of depriving someone of legal rights or human dignity. Abuse of judicial power is failing, purposefully or carelessly, to uphold the honor of judicial office to the ultimate detriment of the American legal system. Canon 3D(2) requires a judge to take action when a Bar rule is violated an action she fails to do in a perceived effort to obstruct justice.

44. Judge Byrd permitted Plaintiff aka DGP Products, Inc. aka Daniel Geberth and the attorneys of the Solomon Law Group to use a court process for reasons other than for which it was intended to harass Defendant financially, psychologically, and inflicting serious physical harm and trauma. Defendant has an active Injunction Against Repeat Violence against Daniel Geberth until 2028. **EXHIBIT H**

## **REQUEST FOR RELIEF**

**WHEREFORE**, Plaintiff respectfully requests that this Honorable Court:

1. Disqualify Judge Kimberly Sharpe Byrd from presiding over this case due to demonstrated bias, ex parte communications, and failure to protect Defendant's due process rights under Federal and State Constitution.
2. Grant such other and further relief as this Court deems just and proper.

I made an error in the below email. The hearing is set on 10/13, not 10/16.

*Shannon McGrady*

*Judicial Assistant to*

*Judge Kimberly Sharpe Byrd*

*West Pasco Judicial Center*

*7530 Little Road, Room 214*

*New Port Richey, FL 34654*

*727-847-8092*

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**From:** CrCivW1

**Sent:** Friday, September 25, 2020 10:49 AM

**To:** Mariana Kunkel <[mkunkel@solomonlaw.com](mailto:mkunkel@solomonlaw.com)>

**Cc:** [brr@bettercallbrendan.com](mailto:brr@bettercallbrendan.com); Melody Zehetner <[Melody@bettercallbrendan.com](mailto:Melody@bettercallbrendan.com)>

**Subject:** RE: DGP Products, Inc. v. Antonio; Case No: 2020-CA-000889-CAAXWS

Please note that I set this at 10:45am instead of 10:15am. Please let me now if this is a problem.

Thank you. The hearing is scheduled as follows:

10/16/2020 @ 10:45 am (15 minutes).

Please put in bold on the notice of hearing that all parties **MUST** attend by phone. No in person attendance is allowed.

On the day and time of your hearing call 727-815-7132. You will hear dead air, stay on the line until your case is called.

Mailing address: 7530 Little Road, Room 214, New Port Richey, FL 34654

Hearing location: 7530 Little Road, Room 2L, New Port Richey, FL 34654

**Changes in procedures due to the Coronavirus Pandemic:**

-All parties must attend hearings telephonically (including court reporters) until further notice.

-Hearing materials must be submitted via email at least 48 hours prior to the hearing. The subject line should contain the case number and date/time of hearing.

-Orders should be submitted via email after the hearing, with a cover letter advising the court of opposing counsel's position. The order should be a PDF with the case number as the name of the file.

Shannon McGrady

JA to Judge Kimberly Sharpe Byrd

West Pasco Judicial Center

7530 Little Road, Room 214

New Port Richey, FL 34654

727-847-8092

[Crcivw1@jud6.org](mailto:Crcivw1@jud6.org)

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**From:** Mariana Kunkel <[mkunkel@solomonlaw.com](mailto:mkunkel@solomonlaw.com)>  
**Sent:** Friday, September 25, 2020 10:03 AM  
**To:** CrCivW1 <[crcivw1@jud6.org](mailto:crcivw1@jud6.org)>  
**Cc:** [brr@bettercallbrendan.com](mailto:brr@bettercallbrendan.com); Melody Zehetner <[Melody@bettercallbrendan.com](mailto:Melody@bettercallbrendan.com)>  
**Subject:** RE: DGP Products, Inc. v. Antonio; Case No: 2020-CA-000889-CAAXWS

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon, Ms. McGrady:

Case number: 20-CA-000889-CA-AXWS

Plaintiff's Full Name: DGP Products Inc. d/b/a Numeric Racing

Defendant's Full Name: Faith Elyzabeth Antonio

Which party is requesting hearing: Plaintiff

Name of matter being heard: Objection to Plaintiff's Non-Party Notices of Taking Depositions Filed September 3, 2020 and Amended Notice of Taking Deposition Filed September 10, 2020

Date that Motion was filed: 09/16/2020

Hearing date selected: 10/13/2020

Hearing time selected: 10:15 am

Allotted time: 15 minutes

If the matter is contested or uncontested: Contested

If anyone wishes to appear telephonically: All parties

**Mariana Kunkel**  
Legal Assistant

Phone: 813-225-1818  
Fax: 813-225-1050  
Email: [mkunkel@solomonlaw.com](mailto:mkunkel@solomonlaw.com)

[www.solomonlaw.com](http://www.solomonlaw.com)




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**1881 West Kennedy Boulevard, Suite D • Tampa • Florida • 33606**

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**From:** CrCivW1 <[crCivw1@jud6.org](mailto:crCivw1@jud6.org)>  
**Sent:** Thursday, September 17, 2020 9:11 AM  
**To:** Mariana Kunkel <[mkunkel@solomonlaw.com](mailto:mkunkel@solomonlaw.com)>  
**Cc:** [brr@bettercallbrendan.com](mailto:brr@bettercallbrendan.com)  
**Subject:** RE: DGP Products, Inc. v. Antonio; Case No: 2020-CA-000889-CAAXWS

Good morning,

Find Judge Byrd's hearing availability below. All hearings must be telephonic until the Florida Supreme Court states otherwise. Please email me back when you have cleared a date with opposing counsel. Do not file a notice of hearing until you have received a confirmation email.

**Please include this case information:**

Case number:

Plaintiff's Full Name:

Defendant's Full Name:

Which party is requesting hearing:

Name of matter being heard:

Date that Motion was filed:

Hearing date selected:

Hearing time selected:

Allotted time:

If the matter is contested or uncontested:

If anyone wishes to appear telephonically:

Plaintiff Counsel's Name and telephone number:

Defendant Counsel's Name and telephone number:

\*\*When choosing a hearing time (not date), please select the first available time slot.

9/15/2020@2:45pm-4:00pm

9/16/2020@10:30am-12:00pm

9/22/2020@9:30am-10:00am

9/23/2020@10:30am-11:15am OR 2:00pm-2:30pm

9/25/2020@11:15am-12:00pm

10/6/2020@10:15am-12:00pm

10/8/2020@9:30am-12:00pm

10/13/2020@9:30am-9:45am OR 11:45am-12:00pm

10/14/2020@10:45am-11:00am OR 2:30pm-4:00pm

10/19/2020@9:30am-12:00pm OR 1:30pm-5:00pm

10/20/2020@1:30pm-5:00pm

10/21/2020@9:30am-11:00pm OR 11:15am-12:00pm OR 1:30pm-5:00pm

10/23/2020@9:30am-10:30am OR 11:00am-12:00pm

10/26/2020@9:30am-12:00pm OR 1:30pm-4:00pm

10/27/2020@9:30am-12:00pm

10/28/2020@10:00am-12:00pm OR 1:30pm-4:00pm

10/30/2020@9:30am-12:00pm

11/9/2020@9:30am-12:00pm OR 1:30pm-4:00pm

11/10/2020@9:30am-10:00am

11/13/2020@9:30am-12:00pm

11/16/2020@9:30am-12:00pm OR 1:30pm-4:00pm

11/17/2020@9:30am-10:00am

11/18/2020@9:30am-12:00pm OR 2:00pm-5:00pm

11/19/2020@9:30am-12:00pm

11/20/2020@10:30am-12:00pm

11/30/2020@1:30pm-5:00pm

Shannon McGrady

JA to Judge Kimberly Sharpe Byrd

West Pasco Judicial Center

7530 Little Road, Room 214

New Port Richey, FL 34654

727-847-8092

[CrCivW1@jud6.org](mailto:CrCivW1@jud6.org)

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**From:** Mariana Kunkel <[mkunkel@solomonlaw.com](mailto:mkunkel@solomonlaw.com)>  
**Sent:** Wednesday, September 16, 2020 3:48 PM  
**To:** CrCivW1 <[crcivw1@jud6.org](mailto:crcivw1@jud6.org)>  
**Cc:** [brr@bettercallbrendan.com](mailto:brr@bettercallbrendan.com)  
**Subject:** DGP Products, Inc. v. Antonio; Case No: 2020-CA-000889-CAAXWS

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon, Ms. Grady:

We would like to set a 10-15 minute hearing in the above-referenced matter on the Objection to Plaintiff’s Non-Party Notices of Taking Deposition Filed September 3, 2020 and Amended Notice of Taking Deposition Filed September 10, 2020, filed today by Defendant. Please send us the Judge’s soonest available hearing dates and times, and we will confer with opposing counsel to clear the date.

Thanks,

Mariana

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SOLOMON LAW GROUP, P.A.

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Faith Antonio &lt;faitheantonio@gmail.com&gt;

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## As Discussed

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**Faith Antonio** <faitheantonio@gmail.com>  
To: Gino Megna <gino.megna@tampabay.rr.com>

Thu, Oct 8, 2020 at 10:13 AM

I am so confused with this all.

I was previously told that they wouldn't be able to amend the complaint. I do have the intent to counter sue.

I was never mailed this and why wait two months later to file this?

What about my Motion to Dismiss?

All these claims are false.

I will call to schedule.

Thank you for your time.

Faith  
[Quoted text hidden]





Faith Antonio &lt;faitheantonio@gmail.com&gt;

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## As Discussed

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**Gino Megna** <gino.megna@tampabay.rr.com>  
To: Faith Antonio <faitheantonio@gmail.com>

Thu, Oct 8, 2020 at 8:35 AM

Faith,

They just filed an amended lawsuit. I have attached for your review. We have the hearing on the objection next Tuesday and we will need to meet to discuss that hearing on Monday and this amended lawsuit which we will have to file a responsive pleading. Please set an apt in my office for Monday. Thank you.

*Gino A. Megna*, Esquire

Trial Attorney

McGuire Law Offices, P.A.

1173 NE Cleveland St.

Clearwater, FL 33755

727-446-7659 (phone)

727-446-0905( fax)

[Quoted text hidden]

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### 2 attachments

 **Amended Complaint - Pages 68 to 95.pdf**  
10119K

 **Amended Complaint - Pages 1 to 67.pdf**  
10122K

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

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

**COMPLAINT TO DETERMINE NON-DISCHARGEABILITY**

DGP Products Inc. d/b/a Numeric Racing (“DGP”) sues Faith Elyzabeth Antonio (“Debtor”) to determine non-dischargeability of debt owed to DGP. This Complaint is filed pursuant to 11 U.S.C. §§ 523(a)(4), 523(a)(6) and 727(a)(2)(A).

**PARTIES**

1. DGP is a corporation formed and operating under the laws of Florida. DGP regularly does business under the fictitious name “Numeric Racing”.
2. Debtor is an individual residing in Pinellas County, Florida.

**JURISDICTION AND VENUE**

3. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1334.
4. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) to determine the dischargeability of particular debts.

5. To the extent that this Court determines that this matter is not a core proceeding, DGP consents to the Court's exercise of jurisdiction to enter a final judgment herein.

6. Venue is proper in this Court pursuant to 28 U.S.C. § 1409.

**SUMMARY OF THE ACTION**

7. On October 13, 2020, Debtor filed a voluntary Chapter 7 petition for relief.

8. By this action, DGP seeks a determination that the obligations owed by Debtor are non-dischargeable under 11 U.S.C. § 727(a)(2)(A) or that obligations owed by Debtor to DGP are excepted from discharge pursuant to 11 U.S.C. §§ 523(a)(4) & (a)(6).

**FACTS RELEVANT TO ALL CLAIMS**

9. Founded in December 2011 by Daniel Geberth ("**Geberth**"), DGP manufactures after-market products for Porsche vehicles.

10. In January 2015, Debtor began employment with DGP as a full-time employee in a management position.

11. Debtor's primary duties as a trusted employee of DGP involved management of the accounting and finance functions for DGP. In her management role, Debtor also bore responsibility for paying bills, answering calls, taking orders, posting advertisements for DGP products on online forums, and packaging products for shipment to DGP customers.

12. Debtor had regular and routine contacts with DGP's customers throughout the ordering process. A compilation of selected emails and other online interactions between Debtor and DGP's customers is attached hereto as Composite Exhibit "A".

13. In connection with Debtor's employment with DGP, Debtor had ready and regular access to DGP's authorized accounting and financial reporting software, and to DGP's payment instruments.

14. Debtor utilized this access and knowledge gained from that access to engage in an elaborate yet clandestine campaign of theft, embezzlement, misappropriation, misuse, and other improper utilization of DGP's funds for Debtor's own, unauthorized benefit and for the benefit of others not entitled thereto.

*First Wrongful Charges*

15. During the first few days of her employment with DGP, Debtor began making wrongful charges on DGP's account(s). Debtor's early fraud was overlooked initially because the expenditures and disbursements appeared facially to be legitimate business expenses incurred with merchants such as Staples, Home Depot, Lowe's, and Quill (an online office supply store). However, on closer examination, the products purchased by Debtor with DGP's funds taken/disbursed from DGP's account(s) were never delivered to, received by, or used for DGP; instead, the products purchased with funds from DGP's account(s) were sent directly to Debtor's home.

16. After a few months of these relatively nominal but-nonetheless-unauthorized purchases, Debtor became more brazen.

17. From June 19, 2015 through June 24, 2015, Debtor effected a series of payments from DGP's Synovus Bank account (the "**Synovus Bank Account**") to BMG Orlando, an entity unknown to DGP, totaling \$5,000.00.

18. These June 2015 payments from DGP's Synovus Bank Account to BMG Orlando appear to be the first large purchases disguised as business transactions through which Debtor stole, embezzled, misappropriated, and misused tens of thousands of dollars from DGP for Debtor's own benefit or for the benefit of others not entitled thereto.

***Payment of Personal Expenses and Bills - - DGP's Synovus Bank Account***

19. Debtor's theft, embezzlement, and misappropriation of DGP's funds and financial accounts did not end with those charges to BMG Orlando. Debtor continued to use DGP's financial accounts to pay for Debtor's personal expenses, both large and small.

20. Beginning in late 2015, Debtor began using routinely DGP's Synovus Bank Account to pay for her own personal expenses, without any authorization or justification. A *partial* compilation of unexplained or unauthorized purchases on DGP's Synovus Bank Account is attached hereto as Exhibit "**B**".

21. Debtor used DGP's Synovus Bank Account to pay for, among other things: substantial charges from a pet hospital, a trip to Busch Gardens, phone repair charges, credit card charges on Debtor's Best Buy Credit Card account<sup>1</sup> and Debtor's Merrick Bank account,<sup>2</sup> auto loan payments to Capital One Auto Finance,<sup>3</sup> car repairs, manicures, spa treatments, groceries, and other personal expenses. None of these purchases were authorized or approved by DGP and none of these charges represents a legitimate business expense.

22. Debtor wrongfully charged to the Synovus Bank Account at least the sum of \$51,348.17.

***Payment of Personal Expenses and Bills – DGP's American Express Account***

23. In April 2016, in connection with and for use solely to discharge Debtor's employment-related duties to DGP, DGP provided to Debtor an American Express credit

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<sup>1</sup> DGP has never had a Best Buy Credit Card. Checks written from DGP's Synovus Bank Account to Best Buy reflect on their face that the DGP payments were made in payment of an account ending in 7351. Debtor coded these DGP payments as "Faith Credit Card" and as "Faith Best Buy Credit Card".

<sup>2</sup> DGP has never had an account with Merrick Bank. Checks written to Merrick Bank (see below) indicate that DGP payments were made in payment of an account ending in 5783.

<sup>3</sup> DGP has never had an auto loan and has had an obligation to make payments to Capital One Auto Finance.

card in the name of “Numeric Racing” that was to be paid and was paid by DGP. Debtor was authorized to use this card only to pay for legitimate, pre-approved business expenses of DGP.

24. As Debtor did with the Synovus Bank Account, Debtor used DGP’s American Express account (the “**AmEx Account**”) to pay for her own personal expenses, without any authorization or justification. A *partial* inventory of unexplained and unauthorized charges made by Debtor on the AmEx Account is attached hereto as Exhibit “**C**”.

25. Many of the AmEx charges are for purchases that are clearly not related to DGP. Among other charges, Debtor used the AmEx Account to pay expenses associated with a trip to Walt Disney World and to Universal Orlando (including payments for annual passes), for a Carnival cruise, for hotel stays and vacations, for rental cars and flights, for movie tickets, for her cell phone bill, for beauty products, for subscriptions to Adobe Creative Cloud (and other software), for social activities like painting classes, for crafting supplies, and for groceries and meals at restaurants.

26. Debtor wrongfully charged at least the sum of \$33,244.59 to the AmEx Account, without authorization or justification.

#### ***ATM Withdrawals***

27. Debtor’s wrongdoing did not end with wrongful charges to DGP’s financial accounts.

28. During Debtor’s employment with DGP, Debtor made a series of ATM withdrawals from the Synovus Bank Account, without any authorization or justification. A partial inventory of unauthorized ATM withdrawals made by Debtor is attached hereto as Exhibit “**D**”.<sup>4</sup>

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<sup>4</sup> In 2017, at Debtor’s request and with limited authorization from DGP, Debtor began to pay herself in cash for her services. To the extent that these ATM withdrawals were equal to Debtor’s regular and established wage compensation, these authorized withdrawals have been excluded from the accounting of wrongful charges in Exhibit “**D**”.

29. On November 12, 2019 and November 13, 2019, after termination of Debtor's employment with DGP, Debtor made two more wrongful ATM withdrawals before DGP cut-off Debtor's access to DGP's accounts.

30. Debtor wrongfully withdrew at least the sum of \$29,380.00 from DGP's Synovus Bank Account.

***QuickBooks Misuse -- Forged Checks and Unauthorized Merchant Accounts***

31. During Debtor's employment by DGP, Debtor had authorized access to DGP's QuickBooks, which is a financial/accounting software program for businesses that allow authorized users to print and issue DGP checks.

32. QuickBooks automatically generates entries for all checks created through the software program and DGP required that all [authorized] checks be prepared and issued through this QuickBooks software process.

33. While Debtor was employed by DGP, DGP had a partnership with QuickBooks through which QuickBooks managed DGP's merchant account, which is a payment processing account in DGP's name through which DGP could accept payments from customers using debit cards as well as credit cards. All authorized transactions were required to be processed and booked through this merchant account and then automatically deposited into DGP's Synovus Account.

34. To conceal Debtor's unauthorized use of DGP funds to issue unauthorized checks, Debtor created multiple new/additional QuickBooks accounts, using free trials versions of the software program to print checks with DGP's account information, whereupon Debtor then manually imported the charge (with or without the actual check image) into DGP's authorized accounting software. A partial inventory of the checks manually imported into QuickBooks is attached hereto is Exhibit "E".

35. Debtor wrote out and forged many of these manually-imported checks to Debtor herself. Debtor also used other checks drawn on DGP's accounts to pay Debtor's personal credit card charges to Merrick Bank, CreditOne Bank,<sup>5</sup> and Best Buy, as well as to pay SunCoast Traffic School and Palm Harbor Football Booster Club.

36. Debtor acquired clandestinely with DGP's funds a stamp or a photo editing program to affix these unauthorized checks with the signature of DGP's principal.

37. Debtor withdrew at least the sum of \$37,732.32 from DGP's accounts utilizing forged checks.

38. The software-generated report of transactions processed in DGP's merchant account in 2018 and 2019 does not align with the deposits on the bank statements for DGP's Synovus Account. Several transactions processed through the merchant account were never deposited in DGP's Synovus Account. A partial inventory of amounts recorded in the merchant account that were never deposited or not fully deposited in the DGP Synovus Account is attached hereto as Exhibit "F".

39. At least the sum of \$16,252.64 deposited into DGP's merchant account never arrived in the DGP Synovus Account.

***Innisbrook Resort and Country Club***

40. In May 2017, Debtor began using DGP funds to pay substantial sums of money to Innisbrook Resort and Country Club ("**Innisbrook**"), using the same trial versions of QuickBooks described above. A partial inventory of payments Debtor made to Innisbrook is attached hereto as Exhibit "G".

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<sup>5</sup> DGP has never had an account with CreditOne Bank. Checks written from DGP's Synovus Bank Account to CreditOne Bank reflect on their face that payments were made in payment of an account ending in 2218. Later checks written from DGP's Synovus Bank Account reflect "Antonio 2218" on the check memo line, along with the full account number.



41. In DGP's legitimate QuickBooks account, Debtor categorized these charges as "advertising for DGP". However, based on the Innisbrook membership number written at the bottom of some of the checks, these funds were actually used to pay membership charges at Innisbrook for Debtor and for her family.

42. Between May 2017 and December 2018, Debtor spent \$4,369.88 on expenses that Debtor represented to be for "advertising of DGP" in Innisbrook publications. One Innisbrook publication that Debtor claimed was paid for "DGP advertising" was the "The Innisbrook Salamander Magazine". "The Innisbrook Salamander Magazine" does not exist.

43. The payments made by Debtor to Innisbrook were manually entered into DGP's legitimate QuickBooks account as charges to "Opening Balance Equity", "Advertising", "Uncategorized Expense", and "Packing Materials". Debtor intentionally mischaracterized in DGP's accounting software some of the payments that Debtor made to Innisbrook as payments to Uline, rather than to Innisbrook.

44. In addition to concealing payments made by Debtor to Innisbrook, Debtor also used Innisbrook's vendor information to conceal other payments of her personal expenses. For example, on April 10, 2018, Debtor paid \$531.29 toward her Best Buy credit card, but categorized the expense as advertising in Innisbrook publications.

45. As with other checks that Debtor forged, Debtor affixed the signature of DGP's principal to the Innisbrook checks by means of a stamp or a photo editing program.

46. Debtor was able to conceal these transfers and fraudulent purchases for years due to her access to and control of the accounting and record keeping for DGP.

*Discovery of the Theft and Termination of Employment*

47. Debtor utilized her full access to and control of DGP's accounting and financial reporting software to conceal her theft and misappropriation. Unbeknownst to DGP, while Debtor was employed by and worked at DGP, Debtor was operating multiple unauthorized QuickBooks accounts, all of which recorded transactions and all of which were unauthorized.

48. In December 2018, Debtor made a payment to Innisbrook. Debtor claimed that this payment was for advertising of a golf banner inside a magazine titled the "The Innisbrook Salamander Magazine". When DGP looked closer at the check, DGP discovered that Debtor had forged the signature of DGP's principal on the check. Debtor claimed that DGP's principal had authorized her to sign his name via a stamp. DGP's principal denied that he had ever given Debtor permission to sign his name and informed Debtor that she was not permitted to use a signature stamp. This payment was the first time that DGP suspected that Debtor was misappropriating DGP funds.

49. Over the next several months, DGP investigated Debtor's use of DGP funds. However, DGP waited to act on suspicions until solid proof of wrongdoing had been compiled in order to reduce the chance that Debtor (who had control over DGP's website, financial accounts, and social media accounts) would further damage DGP or its business.

50. On November 11, 2019, DGP terminated Debtor's employment.

51. As of October 2020, DGP has been unable to recover any of the more than **\$172,327.00** that was stolen, embezzled or misappropriated by Debtor during her employment at DGP. Debtor's theft has required DGP to amend and refile its federal income tax returns for all the years in which Debtor worked for DGP.

*State Court Litigation and Delays by Debtor*

52. On April 2, 2020, DGP filed a complaint against Debtor in Pasco County Circuit Court in Case No. 20-CA-000889-CA-AXWS (the “**State Court Litigation**”), seeking recovery for civil theft, fraudulent misrepresentation, unjust enrichment, and conversion based on the amount of damages DGP had uncovered at the time the complaint was filed. [The State Court Litigation is currently pending, but has been stayed by the filing of Debtor’s]

53. On July 1, 2020, Debtor filed a motion to dismiss the complaint, stating that the whole claim was frivolous and that she was never an employee of DGP. Debtor made no efforts to schedule a hearing on the motion to dismiss.

54. On August 13, 2020, after further review of its financial records, DGP sent to Debtor an updated civil theft demand letter demanding repayment of all funds discovered in the course of reviewing DGP’s financial accounts, in accordance with and pursuant to section 772.11, Florida Statutes. The civil theft demand letter is attached hereto as Exhibit “H”. Debtor never responded to the civil theft demand letter.

55. From August 20 to August 28, 2020, DGP filed several notices of non-party production directed to the issues in this case, including requests to QuickBooks, Amazon, Capital One Auto Finance, and several of Debtor’s credit card companies, in an effort to determine the full extent of Debtor’s fraud.

56. On August 31, 2020, Debtor filed three separate, rambling objections to the notices of non-party production arguing that DGP was seeking its own financial information and that there was no nexus between Debtor’s financial information and the records in this case. These statements are clearly false because DGP’s discovery request sought Debtor’s records for accounts that DGP can tell from its own accounting records received payments or deposits from DGP accounts.

57. On September 3, 2020, DGP issued in the State Court Litigation subpoenas to the same non-parties for deposition duces tecum.

58. On September 16, 2020, Debtor objected to these subpoenas on the basis that the depositions were not cleared with her attorney. However, Debtor resisted all efforts to resolve this objection without a hearing. Debtor made no efforts to set a hearing on this objection or on her previous discovery objection.

59. On September 25, 2020, DGP scheduled a hearing on Debtor's objections for October 13, 2020 at 10:45 a.m., after confirming Debtor's availability for that date and time.

60. On October 7, 2020, DGP filed an Amended Complaint for civil theft, conversion, and unjust enrichment based on information gathered as of August 2020. This included additional evidence that Debtor was an employee (specifically a manager) of DGP.

61. On October 13, 2020 at 10:38 a.m., Debtor filed a suggestion of bankruptcy in the State Court Litigation. Debtor's filing of the bankruptcy petition is merely an attempt to delay the State Court Litigation, restrict DGP's efforts to determine the ultimate disposition of its funds, and conceal the frauds committed.

**COUNT I**  
**Determination that the Debtor's Debts to DGP are**  
**Non-dischargeable Under 11 U.S.C. § 523(a)(4)**

62. DGP restates the allegations in paragraphs 1-61 as if fully set forth herein.

63. Bankruptcy Code § 523(a)(4) provides, in relevant part, that:

(a) A discharge under section 727, 1141, 1192, 1228(a), 1228(b), or 1328(b) of this title does not discharge an individual debtor from any debt—

• • •

(4) for fraud or defalcation while acting in a fiduciary capacity, embezzlement, or larceny;

• • •

64. All amounts owed to DGP are non-dischargeable because the debts arise from fraud while acting in a fiduciary capacity, or embezzlement within the meaning of Bankruptcy Code § 523(a)(4).

65. As a manager of DGP who exercised complete control over DGP’s accounting and financial records, Debtor had an implied fiduciary duty of trust and loyalty to DGP. *See Sotelo v. Interior Glass Design*, 2017 U.S. Dist. LEXIS 228462, at \*19 (S.D. Fla. July 17, 2017).

66. In her role with DGP, Debtor was authorized to use DGP’s financial accounts only to pay for legitimate business expenses of DGP.

67. Debtor breached her fiduciary duty to DGP by stealing, concealing and misappropriating DGP’s funds for her own personal use without the consent of DGP.

68. As a direct result of Debtor’s illicit actions, DGP has suffered damages in the amount of at least \$172,327.00.

69. Because Debtor’s obligation to DGP arise from Debtor’s breaches of fiduciary duty, fraud, theft, and embezzlement, etc. Debtor should not be able to discharge her debt to DGP.

WHEREFORE, the Court should disallow discharge of Debtor’s debt to DGP.

**COUNT II**  
**Determination that the Debtor’s Debts to DGP are**  
**Non-dischargeable Under 11 U.S.C. § 523(a)(6)**

70. DGP restates the allegations in paragraphs 1-61 as if fully set forth herein.

71. Bankruptcy code § 523(a)(6) provides, in relevant part, that:

(a) A discharge under section 727, 1141, 1192, 1228(a), 1228(b), or 1328(b) of this title does not discharge an individual debtor from any debt—

- • •

(6) for willful and malicious injury by the debtor to another entity or to the property of another entity;

- • •

72. All of the debt owed to DGP by Debtor is non-dischargeable because it is debt for willful and malicious injury caused by Debtor within the meaning of Bankruptcy Code § 523(a)(6)

73. Debtor willfully engaged in a multiple-year-long campaign to steal, embezzle, and misappropriate tens of thousands of dollars from DGP accounts to pay for Debtor’s personal expenses and debts to other creditors.

74. As a result of Debtor’s actions, DGP suffered damages in the amount of at least \$172,327.00.

75. Because Debtor’s debt to DGP arose from her willful behavior to injure or otherwise harm DGP, Debtor should be prohibited from discharging her debt to DGP.

WHEREFORE, the Court should disallow discharge of Debtor’s debt to DGP.

**COUNT III**  
**Determination that Debtor’s Debts are Non-dischargeable**  
**Under 11 U.S.C. 727(a)(2)(A)**

76. DGP restates the allegations in paragraphs 1-61 as if fully set forth herein.

77. Bankruptcy Code § 727(a)(2)(A) provides that:

- • •

(a) The court shall grant the debtor a discharge, unless—...

(2) the debtor, with intent to hinder, delay, or defraud a creditor or an officer of the estate charged with custody of property under this title, has transferred, removed, destroyed, mutilated, or concealed, or has permitted to be transferred, removed, destroyed, mutilated, or concealed—

(A) property of the debtor, within one year before the date of the filing of the petition;

- • •

78. Debtor's debt is not dischargeable because Debtor at all times has acted with the intent to hinder, delay and defraud DGP by not providing to it material necessary to determine the amount owed.

79. During the State Court Litigation, Debtor sought to delay the discovery of her personal financial information, which was necessary to enable DGP to calculate the exact amount of the funds that Debtor misappropriated for non-business purposes.

80. Debtor chose to delay discovery by filing rambling objections without legal or factual support.

81. In another move to delay the State Court Litigation and prevent DGP from uncovering the full extent of Debtor's misrepresentation, Debtor filed bankruptcy petition on the morning of the hearing on such objections.

82. Debtor should not be allowed to seek a discharge of any debt.

WHEREFORE, the Court should prohibit Debtor from discharging her debt to DGP.

Dated: October 15, 2020.

/s/ Stanford R. Solomon

Stanford R. Solomon

[ssolomon@solomonlaw.com](mailto:ssolomon@solomonlaw.com)

Florida Bar No. 302147

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MARITAL AND FAMILY LAW

August 13, 2020

Via Email [[brr@bettercallbrendan.com](mailto:brr@bettercallbrendan.com)] and  
Certified Mail Return Receipt Requested  
[7018 0680 0001 3736 8798]

Faith Antonio



**AMENDED**  
**CIVIL THEFT DEMAND**  
◆ ◆ ◆  
**DEMAND FOR TREBLE DAMAGES**  
**PURSUANT TO SECTION 772.11,**  
**FLORIDA STATUTES**

Re: DGP Products Inc. v. Faith E. Antonio  
Pasco County, Circuit Court Case No. 2020-CA-000899-CAAXWS

Dear Ms. Antonio:

We represent DGP Products, Inc. d/b/a Numeric Racing (“DGP”) in all matters giving rise to and relating to the above-referenced action.

Beginning in 2015, with felonious intent to temporarily or permanently deprive DGP of its property, you have stolen, conspired to misappropriate from DGP no less than **\$159,004.96**.<sup>1</sup>

Pursuant to and in accordance with section 772.11(1), Florida Statutes, DGP hereby demands treble damages in the amount of **\$477,014.88** as a civil remedy for your theft, embezzlement, and misappropriation of property (viz. funds) belonging only to DGP. Only payment of this entire amount will avoid the prosecution of a statutory claim against you for the treble damages, plus attorneys’ fees. See § 772.11(1), Fla. Stat.

<sup>1</sup> On August 7, 2020, we sent to you a similar civil theft demand letter. However, upon closer review of the records in question, we identified a duplication. Therefore, we are sending you this amended civil theft demand letter to reflect the correct calculation of the amounts encompassed.



Faith E. Antonio  
August 13, 2020  
Page 2

If you reasonably need to review documents or data supporting the amount demanded, please notify us in writing, within ten calendar days after the date of this letter, the particular documents or data needed. We will gladly comply promptly with a timely, specific, and reasonable request for further information reasonably necessary to enable you to validate the amount demanded and to make timely payment.

We trust that you will address this demand expeditiously.

Sincerely yours,

**THE SOLOMON LAW GROUP, P.A.**

By: Stanford R. Solomon  
Stanford R. Solomon

SRS/kj

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

----- x  
IN RE: :  
 :  
FAITH ELYZABETH ANTONIO : Case No. 8:20-bk-07637-CPM  
 : Chapter 7  
Debtor :  
----- x  
DGP PRODUCTS, INC., :  
d/b/a NUMERIC RACING :  
 :  
Plaintiff : **Adversary 20-ap-0537**  
vs. :  
 :  
FAITH ELYZABETH ANTONIO :  
 :  
Defendant : U.S. Courthouse  
----- x 801 N. Florida Avenue  
Tampa, Florida  
December 7, 2020  
10:10 A.M.

**TRANSCRIPT EXCERPT OF HEARING**

- (1) Pretrial Conference;
- (2) Plaintiff's Motion to Strike Affirmative Defenses (Doc. #7);
- (3) Plaintiff's Motion for Ruling on Objections to Third Party Discovery (Doc. #8).

**BEFORE THE HONORABLE CATHERINE PEEK McEWEN  
UNITED STATES BANKRUPTCY JUDGE**

PROCEEDINGS RECORDED BY COURT PERSONNEL.  
TRANSCRIPT PRODUCED BY TRANSCRIPTION SERVICE  
APPROVED BY ADMINISTRATIVE OFFICE OF U.S. COURTS.

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SCHULTZ REPORTING OF PASCO, INC.  
3350 Chickadee Dr.  
Holiday, Florida 34690  
(727) 808-1484

SCHULTZ REPORTING OF PASCO, INC. (727) 808-1484

## A P P E A R A N C E S:

For DGP Products,  
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For  
Debtor/Defendant:

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Also Present: Faith Antonio

1 embezzlement. It means that you didn't come into  
2 possession of funds legally and then convert them to your  
3 own use without permission. That's a denial.

4 The Section 548(c), I don't know -- I don't know  
5 when you're looking at a 523 -- and then there's a 727, but  
6 if you're looking at 523's, you're looking at defenses  
7 under the 523's. And so you wouldn't -- you wouldn't  
8 mismatch the defenses; okay? And maybe you all have  
9 already talked about this and I'm wasting my breath. On  
10 the other hand --

11 MR. MEGNA: No, Your Honor, that one --

12 THE COURT: Huh, Mr. Megna?

13 MR. MEGNA: Yes. I agree with you, Judge. That  
14 one (indiscernible) 548(c).

15 THE COURT: Okay. So I went through some of  
16 those. I also know that there is a motion for a ruling on  
17 third-party discovery in a case that's not my case, my  
18 adversary proceeding, and I can't rule on those. I don't  
19 have any jurisdiction. The alternative is for me -- and  
20 I'll let you all vet this. I can abstain for a while, in  
21 other words abate this adversary proceeding, let you go  
22 over to state court, finish out your business over there,  
23 bring me back the result, which will drive my decision  
24 under principles of collateral estoppel. That's one  
25 choice.

1 Another choice -- and frankly it might be my  
2 preferred choice depending on what you tell me about how  
3 long the state court has had it. Another choice might be  
4 that you issue identical discovery in this adversary  
5 proceeding over which I would have jurisdiction to call  
6 balls and strikes on objections to motions to compel or  
7 call balls and strikes on a motion for a protective order.

8 I can tell you that based on the allegations, I  
9 would be very reluctant to block that kind of discovery. I  
10 think it is relevant based on the claim that is pleaded in  
11 the complaint. And in terms of privacy issues, there's a  
12 balancing test under the State Constitution for that and,  
13 you know, frankly I'm not sure that credit cards, you know,  
14 maybe there is some sensitive information that the  
15 Defendant was purchasing things that might be embarrassing  
16 to her and so forth, but we can -- we can fashion a  
17 confidentiality order as has been suggested.

18 So that's kind of the way I was going to go on  
19 this motion for a ruling on objections to third-party  
20 discovery.

21 Let me track back to the motion to strike  
22 affirmative defenses. There are a couple of theories of  
23 estoppel. And it looks like the Plaintiff is honing in  
24 mostly on collateral estoppel, but there is regular  
25 estoppel too. But there are elements to those under the

1 state law. Let me see if I've got my *White's* -- W-H-I-T-E-  
2 S -- *Florida Causes of Action and Defenses* book up here.  
3 Oh, I've got the little one. Hold on. This isn't as good  
4 as what I would -- as robust as the big one, but, you know,  
5 it's -- the Supreme Court case on equitable estoppel is --  
6 it looks like -- this is an old book -- 2002 *Westlaw*  
7 31662590 at asterisk 3. There's a Second DCA case cited at  
8 816 So.2d 832. I should give you the names. In the  
9 Supreme Court case it's *Florida Department of Health and*  
10 *Rehabilitative Services*, so FDHRS. The Second DCA is  
11 *Watson Clinic*.

12 There's an Eleventh Circuit case, *Tefel*, T-E-F,  
13 as in *Frank*, E-L, 180 F.3d 1286. And there's also -- I see  
14 a Middle District in this book. At any rate -- and then  
15 there are defenses to a claim for equitable estoppel, as  
16 well, that you can pick up. Promissory estoppel has got  
17 different elements.

18 And so, you know, Mr. Megna, you're going to have  
19 to plead which theory of estoppel you're going under there.  
20 Is it collateral; is it promissory; is it equitable?

21 And the way that we plead our affirmative  
22 defenses is as stated in the motion to strike. You plead  
23 it as if it's a pleading. You can't just use a name or a  
24 title of a certain kind of defense, you've got to lay out  
25 the elements rather precisely.

1                   Now I don't mind a Rule 12(b)(6) defense pleaded  
2 as a defense. Let me get this.

3                   I saw the case law, Mr. Solomon, that you cited  
4 but, you know, it is true that 12 says that you can lodge  
5 these as a defense instead and you don't need to do it in  
6 the form of a motion.

7                   But if you're going to do it as a defense, you're  
8 going to have to lay out which elements, Mr. Megna, you  
9 believe are missing. So you can't just say, fails to state  
10 a claim. You have to say What did they leave out? That's  
11 how you plead an affirmative defense on a motion -- excuse  
12 me, on a 12(b) motion to state a claim.

13                   One last point. Judge Moody always says this:  
14 Unless you know that there is no way they could plead a  
15 certain kind of claim, you should sit on your hands and not  
16 raise a motion to dismiss because it gives them a chance to  
17 fix their pleadings. That's the message he gives young  
18 lawyers and that's a message I give you because you're a  
19 young lawyer.

20                   And so I have given you a lot of stuff and I have  
21 talked a lot. We still don't have a technician here.

22                   COURTROOM DEPUTY: He's on his way.

23                   THE COURT: On her way -- on his way? Hey, Bill.  
24 Bill Miguenes is here.

25                   So what if I were to send you back, Mr. Megna,

1 of limitations. But do some research on laches and when  
2 it's appropriate So I'm going to allow you to replead.  
3 You can have 14 days.

4 And we'll do a jiffy order for you, Mr. Solomon.  
5 Mr. Solomon, a jiffy order is something we just do a  
6 checkbox. We grant your motion to strike based on the  
7 colloquy on the record and then there's a line that says,  
8 Defendant shall have 14 days to replead the affirmative  
9 defenses. Is that okay with you?

10 MR. SOLOMON: Yes, ma'am. (indiscernible). We  
11 had discussed this at the conference of counsel and I had  
12 thought that Mr. Megna was going to replead because if he  
13 repleads with the specificity that we believe is required  
14 for each and every one of the defenses, then we can go from  
15 there. We will just reply to close the pleadings knowing  
16 what he's talking about. But merely raising an affirmative  
17 defense by (indiscernible) is insufficient. And Mr. Megna  
18 and I have discussed that. We had thought he was going to  
19 do that before today.

20 THE COURT: Okay. Well, he didn't but you've got  
21 the motion, I've ruled on it, and he'll do that.

22 Now with regard to the objections on the third-  
23 party discovery, how long has the state court had the case?

24 MR. SOLOMON: The case has been outstanding since  
25 August or September. And with respect to these discovery



1 requests, we served third-party subpoenas and discovery  
2 requests directly to Ms. Antonio. They haven't produced  
3 anything. They filed a series of objections and we have  
4 been at this with prior counsel before Mr. Megna got  
5 involved in the state court case. And we floated the idea  
6 of the confidentiality agreement and have now sent that  
7 four or five different times without response.

8 I think it's a very simple question because we  
9 don't have any objection to limiting the exposure that  
10 Ms. Antonio may feel by having a confidentiality agreement.  
11 And now that it's been out there for two-and-a-half months,  
12 three months, I think that we could probably resolve this  
13 if they would just respond to the confidentiality. The  
14 state law is very clear as you had indicated was your  
15 understanding of the law anyway, that if the discovery is  
16 relevant to claims that are pled, and our complaint is pled  
17 with great specificity, that we're entitled to that  
18 discovery.

19 Much of what they raised initially in the state  
20 court was that these were not documents that belonged to  
21 Ms. Antonio, but that they belonged to DGP and that was the  
22 reason why we shouldn't be able to seek the discovery. But  
23 that's a non-sequitur. And then we said there are a series  
24 of documents that were created or accounts that were  
25 created in the name of DGP by Ms. Antonio that we did not

1 know of and that's part of the problem where we go to these  
2 third-party providers, whether they be credit cards, banks,  
3 or, if you will, software apps that are used in the  
4 business. And this has been going on for four months  
5 without an ability to actually have a hearing in state  
6 court.

7           And what we were trying to do by filing the  
8 motion with you was to avoid all of the expense of  
9 reserving all of the subpoenas and then waiting for  
10 objections again and going through the process both  
11 time-wise and expense-wise because they're the same  
12 objections that they raised before. In fact, what I would  
13 propose is that if they have any objections to the state  
14 court discovery that was already served on the third  
15 parties, that they merely refile those objections now  
16 before you and allow that decision to be made by you in  
17 this court so that we don't have to go re-serve.

18           Because we re-serve and then we get telephone  
19 conversations with Citibank and Chase and we have  
20 (indiscernible) all over the country. So we had to get  
21 subpoenas issued by the state courts in other states. That  
22 was an expense. And then in some states, as you probably  
23 are aware, we have to actually open a new case which costs  
24 somewhere between 250 and \$500 just to open those state  
25 court cases to have a subpoena issued on those parties who

1 don't have a direct presence in Florida and have to be  
2 served out of state, for example, on the West Coast.

3 So this was merely an attempt to get a shorthand  
4 resolution and we would like to avoid having to redo all of  
5 the discovery. And then deferring to the state court is  
6 just going to engender another delay. I don't even know  
7 whether the judge that was originally assigned to the case  
8 is going to remain in the same division because as you know  
9 they'll all switch in January. And with the new judges  
10 taking their seats on January 19th or 20th, that's just  
11 going to engender another delay and --

12 THE COURT: Okay. I've heard --

13 MR. SOLOMON: -- (Indiscernible) --

14 THE COURT: -- enough. I've heard enough. Hold  
15 on. I've heard enough. It hasn't been in the state court  
16 that long, so abatement is not an appropriate thing here.  
17 Now I don't -- the stay is in effect with respect to  
18 litigation in the state court. Unless Mr. Megna will agree  
19 and consent to treating that discovery as if it was made in  
20 this adversary proceeding and is subject to my  
21 jurisdiction, I can't really touch it.

22 It's so much easier to issue discovery in  
23 bankruptcy court because you may simply mail subpoenas to  
24 these third parties with documents and you would need not  
25 -- I don't think you need to go to any other bankruptcy

1 court to have subpoenas issued. So it's very customary  
2 where we have people subpoenaing, you know, Fifth Third  
3 Bank, Bank of America, wherever and they get the documents  
4 in.

5 I would urge you all to talk some more and look  
6 at Bankruptcy Rule 1001 and live by the spirit of it. And,  
7 Mr. Megna, you are familiar with the case, I think, I  
8 probably have mentioned it to you, of *Sahlyers v. Prugh*,  
9 S-A-H-L-Y-E-R-S v. Prugh, P-R-U-G-H, the decision by Judge  
10 Edmondson -- Judge Edmondson was Chief Judge of the  
11 Eleventh Circuit then -- and he talks about the need for  
12 counsel to remember that you are -- your maybe primary duty  
13 is the duty to the court and the system in ensuring the  
14 just, speedy, and inexpensive determination of every claim.  
15 And he says that the lawyers are officers of the court in  
16 that regard.

17 I think that what Mr. Solomon has suggested could  
18 be done by consent in the spirit of Bankruptcy Rule 1001,  
19 but I'm going to let you all talk about that and I'll  
20 continue this hearing until after we have the affirmative  
21 defenses already in hand, and so if it's going to be a  
22 14-day turnaround on that, something that's about a month  
23 away, and see if you can come up with a consensual  
24 resolution on this discovery.

25 Mr. Megna, it's going to come in. It's going to

1 come in.

2 MR. MEGNA: Your Honor --

3 THE COURT: Frankly, the way I see this is  
4 there's a bunch of expenses. There may or may not be some  
5 irregularities in the creation of some documents. The  
6 defense apparently is that these people had a relationship  
7 with each other and that there was a free hand given to the  
8 Defendant to do certain things. If she didn't report these  
9 things as income, that's going to be an issue unless, you  
10 know, she can make a credible case that the company gifted  
11 her company treasury money.

12 I'll tell you that I have an issue with the  
13 fid -- I think that there might be an issue with the  
14 fiduciary allegation, Mr. Solomon. That could come up on a  
15 dispositive motion. I also looked at the 727. That one  
16 I'm not convinced yet that that's the proper stuff of 727,  
17 but I haven't done any research, you'll have to find some  
18 cases, but that may be a dispositive issue or ripe for a  
19 dispositive motion at some time.

20 I do think you all should mediate. \*\*AUDIO  
21 ENDED\*\*

22 (End of requested excerpt. Time Noted: 10:30 a.m.)

23

24

25

## CERTIFICATE

I, Gretchen L. Schultz, Certified Electronic Reporter, hereby certify that the foregoing is the official transcript, prepared to the best degree possible from the digital audio recording and logs provided by the court.

I further certify that I am neither counsel for, nor related to, nor an employee of any of the parties to the action in which this hearing was taken.

I further certify that I have no personal interest in the outcome of the action.

SIGNED this 5th day of April, 2024.

A handwritten signature in cursive script, reading "Gretchen L. Schultz", is written over a horizontal line.

GRETCHEN L. SCHULTZ, CER  
Transcriber

IN THE UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

-----	:	
IN RE:	:	
	:	
FAITH ELYZABETH ANTONIO	:	Case No. 8:20-bk-07637-CPM
Debtor	:	Chapter 7
	:	
-----	:	
DGP PRODUCTS, INC.	:	Adv. No. 8:20-ap-00537-CPM
d/b/a NUMERIC RACING	:	
Plaintiff	:	
	:	
vs.	:	
FAITH ELYZABETH ANTONIO	:	
Defendant	:	
	:	
-----	:	

U.S. Courthouse  
801 North Florida Avenue  
Tampa, Florida 33602  
Held May 24, 2021

TRANSCRIPT OF HEARING

[Re: 8:20-bk-07637]

1-Objection to Claim 7-1 of DGP Products, Inc., d/b/a Numeric Racing, Filed by Debtor Faith Elyzabeth Antonio (Doc. #46); Response in Opposition to Objection to Claim 7-1, Filed by Allison D. Thompson on behalf of Creditor DGP Products Inc. d/b/a Numeric Racing (Doc. #47) (Related Doc. #46); Response to Objection to Claim 7-1, Filed by Debtor Faith Elyzabeth Antonio (Doc. #52) (Related Doc. #47).....

*[NATURE OF PROCEEDINGS CONTINUED ON NEXT PAGE]*

BEFORE THE HONORABLE CATHERINE PEEK MCEWEN  
UNITED STATES BANKRUPTCY JUDGE

PROCEEDINGS DIGITALLY RECORDED BY COURT PERSONNEL  
FROM IN-PERSON, ZOOM VIDEO CONFERENCE AND/OR TELEPHONE.  
TRANSCRIPT PRODUCED BY TRANSCRIPTION SERVICE  
APPROVED BY ADMINISTRATIVE OFFICE OF U.S. COURTS.

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Odessa, Florida 33556  
(813) 920-1466

[NATURE OF PROCEEDINGS CONTINUED FROM PREVIOUS PAGE]

[Re: 8:20-bk-07637 continued]

.....2-Preliminary Hearing on Motion to Enforce Automatic Stay and Request for Injunctive Relief against Daniel Geberth, Filed by Debtor Faith Elyzabeth Antonio (Doc #56); Response by DGP Products, Inc. (Doc #60); Preliminary Hearing on Amended Emergency Motion to Enforce Automatic Stay, Request to Award Sanctions for Intentional and Willful Violation of the Automatic Stay and 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 (Doc. #61) (Related Doc. #56)

[Re: 8:20-ap-00537]

1-Motion to Compel Plaintiff to Produce Documents from Defendant's Requests for Production of Documents and Second Amended Memorandum of Law Filed by Defendant Faith Elyzabeth Antonio (Doc. #78) (Related Docs. #46,62);  
2-Motion to Overrule Discovery Objections and Compel Production of Documents, Filed by Allison D. Thompson on behalf of Plaintiff DGP Products Inc. d/b/a Numeric Racing (Doc. #80) (Related Doc. #24); Response to DGP Products Inc.'s Motion to Overrule Discovery Objections and Compel Production of Documents, Filed by Defendant Faith Elyzabeth Antonio (Doc. #86) (Related Docs. #80,81)



APPEARANCES  
VIA IN-PERSON, ZOOM, AND/OR TELEPHONE

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Also Present

Faith Antonio

1 PROCEEDINGS

2 (Proceedings commenced at 11:24 a.m.)

3 COURTROOM DEPUTY: Faith Elyzabeth Antonio, Case  
4 20-7637, Adversary 20-537.

5 THE COURT: All right. Let's see, I'm going to  
6 get my Zoom and my CourtCall calendar up here. It looks  
7 like none for CourtCall, all right.

8 So one moment, and I'll grab Zoom. I've got  
9 Allison Thompson registered.

10 MS. THOMPSON: Yes, Your Honor. Allison Thompson  
11 for DGP Products, Inc.

12 THE COURT: And I see Ms. Antonio; I don't see a  
13 registration here. All right, Ms. Antonio, you're there.

14 MS. ANTONIO: I'm here, Your Honor.

15 THE COURT: All right.

16 And then I see Christine Herendeen.

17 MS. HERENDEEN: Good morning, Your Honor.  
18 Christine Herendeen, present.

19 THE COURT: All right. So we have more  
20 discovery disputes, which I'm sad to see. Let's start  
21 with Ms. Antonio's Motion to Compel. I'll ask Ms. Thompson  
22 to unmute and tell me what it is that you haven't given  
23 Ms. Antonio and why.

24 MS. THOMPSON: Your Honor, I believe that we've  
25 given Ms. Antonio everything at this point, with the

1 exception of Capital One documents, and that was an error  
2 in my office.

3 After the last hearing, I instructed my staff  
4 to serve those. And for whatever reason, they weren't  
5 provided. But if they haven't been uploaded today to  
6 Ms. Antonio, they will be. I did attempt to meet and confer  
7 with Ms. Antonio prior to today, but Ms. Antonio was  
8 reluctant or otherwise did not choose to meet and confer  
9 regarding the disputes.

10 THE COURT: Okay. Then, Ms. Antonio, besides the  
11 Capital One documents, what else do you contend is missing.

12 MS. ANTONIO: They have not provided any  
13 documentation as I requested that would show an employment  
14 history, W-2s, anything that was paid as taxes. I had  
15 requested Square -- documentation from Square merchant  
16 processor, which they claim that they do not have, but from  
17 what was provided through bank statements, it says that they  
18 do have a Square payment processor.

19 THE COURT: Okay. You all have to -- you have to  
20 meet and confer. I'm not going to --

21 MS. ANTONIO: Your Honor --

22 THE COURT: I don't entertain discovery disputes  
23 unless you've met and conferred because I think --

24 MS. ANTONIO: Your Honor, can I -- may I speak for  
25 a moment with that?

1 THE COURT: No. You should have worked this out.

2 MS. ANTONIO: They requested -- excuse me?

3 THE COURT: You should have worked this out.

4 MS. ANTONIO: The reasoning why that did not  
5 happen is they're trying to do trickery with trying to  
6 depose me by using the meet-and-confer by doing it the day  
7 before the injunction meeting that I had with their client.

8 MS. THOMPSON: That's not accurate, Judge.

9 MS. ANTONIO: It is absolutely accurate.

10 THE COURT: Okay. Ms. Antonio. Ms. Antonio,  
11 I cannot devote --

12 MS. ANTONIO: Yes, ma'am.

13 THE COURT: I cannot devote court resources to  
14 discovery disputes. And that's all I've done in your case.

15 So give a list to Ms. Thompson of what you think  
16 she has. Ms. Thompson, you please respond, do it on a Zoom,  
17 do not record it. Do it on a telephone line, do not record  
18 it. It would be a crime to record it if you do it on a  
19 telephone line.

20 MS. THOMPSON: Yes, Your Honor. Yes.

21 THE COURT: And then if your client does not have  
22 the Square One processing records, tell her why. Because if  
23 it's in his records, he must have it or an explanation for  
24 same for why he doesn't.

25 MS. THOMPSON: It was provided to Ms. Antonio on

1 May 5th, Your Honor. We've provided all of the employment  
2 records we have, which are 1099s.

3 THE COURT: Okay.

4 MS. THOMPSON: Ms. Antonio is stating that  
5 I'm committing fraud by providing what DGP has in its  
6 possession. I have a list of everything that we've provided  
7 and the dates that have been provided, and I'm happy to  
8 provide that to Ms. Antonio.

9 THE COURT: Okay, do that. And then, Ms. Antonio,  
10 check the dates, and if you dispute you got it, look in your  
11 email, confirm that you didn't get it or you don't have a  
12 record and ask her to send it again. And if they don't have  
13 documents, they don't have documents.

14 And further, if they don't give you documents that  
15 they try to use at trial, I'll keep them out. If they don't  
16 have records showing that you were an employee, that works  
17 against them, now, doesn't it?

18 MS. ANTONIO: Absolutely.

19 THE COURT: So don't you like it that they don't  
20 have those documents? If they can't prove an element of  
21 their case?

22 MS. ANTONIO: It's more that it's being heard  
23 in the wrong courtroom, Your Honor.

24 THE COURT: Well, I'm here to deal with  
25 nondischargeability issues, and they have brought me one.

1 All right, what about --

2 MS. ANTONIO: I would like to question that, Your  
3 Honor, and that's in my (indiscernible) because they are --  
4 they're making everything that is stayed currently in the  
5 State Court action, so there is no debt to discharge if it's  
6 not liquidated.

7 THE COURT: Ma'am, the code says I only have to  
8 find that the debt is in the nature of a certain kind of  
9 debt, not the amount. So it's the character of the debt.  
10 And the character --

11 MS. ANTONIO: There is no debt.

12 THE COURT: They're permitted to establish a  
13 *prima facie* amount of a claim. If you show that there is no  
14 liability, then there is no debt; you're right. But we have  
15 to have that as a threshold issue. But they don't have to  
16 quantify it here.

17 MS. ANTONIO: If my former attorney has lied to  
18 this Court and has acted in collusion with the Solomon Law  
19 Firm and instead of filing a Motion to Dismiss, as I was  
20 told that was going to happen, and instead did everything  
21 and told me to stop playing victim and would not listen to  
22 me, how are my rights being heard when everything has gone  
23 in a manner that it's not supposed to?

24 THE COURT: It is going in a manner it's supposed  
25 to. They have alleged a fraudulent debt. They now have to

1 go forward with proof. They have the burden of proof to  
2 show what they allege.

3 MS. ANTONIO: And yet a criminal -- two criminal  
4 -- two sheriff departments already concluded that every  
5 single claim has been false and there's no evidence of  
6 employment. Those (indiscernible) from Social Security  
7 Administration, from the IRS, and they can only provide two.  
8 And it says from the IRS that it was rejected.

9 THE COURT: Ms. Antonio --

10 MS. ANTONIO: So if you were -- if I was a full-  
11 time employee --

12 THE COURT: Ms. Antonio --

13 MS. ANTONIO: I'm being shushed here.

14 THE COURT: Ms. Antonio, there's a different  
15 burden of proof --

16 MS. ANTONIO: Yes, Your Honor.

17 THE COURT: -- in a criminal proceeding. You have  
18 to prove beyond and to the exclusion of every reasonable  
19 doubt. It's a very high bar. And prosecutors, they won't  
20 do that. I mean, you see the campus rape cases. They don't  
21 want to take them because it's such a high bar to meet.  
22 They won't prosecute them. It doesn't mean it didn't  
23 happen.

24 And in civil court, it's a preponderance of the  
25 evidence. So instead of having to tip the scales like this

1 (demonstrating) on a criminal side, they only have to tip  
2 the scales like this (demonstrating) to prove preponderance.  
3 So that's not anything that is issue preclusive, and that's  
4 not anything that's relevant for trial.

5 So they're going to prove that you stole money  
6 from a company or from him. That's what their burden is.  
7 And if they can't prove it, then judgment is rendered in  
8 your favor. If they do prove it, if they prove that there's  
9 a debt, and then they prove the character of the debt, more  
10 importantly, then the debt would not be discharged and then  
11 could be quantified in State Court down to the penny.  
12 That's the way it works.

13 It's very standard stuff. We get 523(a)  
14 complaints all the time, where one creditor thinks that the  
15 Debtor didn't do something right pre-petition and they use  
16 one of those 523(a)s. There's something like 22 different  
17 bases for seeking an objection or objecting to discharge, an  
18 exception.

19 MS. ANTONIO: I understand that, but there's also  
20 protections in place before you can even do that, such as  
21 asking for removal from State Court in order to even  
22 litigate it into this court. How has that not happened?

23 THE COURT: It's too late now.

24 MS. ANTONIO: It's not too late.

25 THE COURT: Ma'am, do you know when the deadline



1 is for removal? And, by the way, you could have done it  
2 yourself. But I would have sent it back.

3 MS. ANTONIO: You know, I had to take a little bit  
4 of time to study bankruptcy law. What about subject matter  
5 jurisdiction or my right to a jury trial. I never waived  
6 that.

7 THE COURT: A nondischargeability determination is  
8 made by the judge in bankruptcy.

9 MS. ANTONIO: So you're going to litigate it here  
10 in court and then go back to State Court and relitigate it  
11 again? How does that work?

12 THE COURT: They would --

13 MS. ANTONIO: You can't do that in either case.

14 THE COURT: They would quantify it. You're in  
15 bankruptcy. You came here. I didn't drag you in here. You  
16 came to stop something --

17 MS. ANTONIO: I understand that. This is a  
18 domestic violence case where my boyfriend says, "Oh, yeah,  
19 this is hers," when half the time I wasn't even in a  
20 relationship with him. And I'm sitting here defending  
21 myself against charges that are not even mine.

22 THE COURT: Okay. Ms. Antonio, you came here, I  
23 didn't ask you to file bankruptcy. You had a strategic  
24 purpose, maybe, in mind, and maybe it's not working out.

25 MS. ANTONIO: No, I'm disabled. I'm actually

1   freaking dying, so it's really hard to sit here when I have  
2   nothing, and it's been like this for years. And everything  
3   that's going on is just --

4           THE COURT: Well, if you get --

5           MS. ANTONIO: -- ridiculous.

6           THE COURT: If you get a discharge of your other  
7   debt, I suppose you're getting some relief out of this case.  
8   I don't what other debt you had. But the only debt that you  
9   may not escape through this bankruptcy is just this one. It  
10   depends on how it turns out.

11          MS. ANTONIO: This is not debt yet if it's not  
12   liquidated.

13          THE COURT: Okay. We don't have to know what the  
14   penny is. If it's a dollar --

15          MS. ANTONIO: It's not even -- it's zero. But  
16   that --

17          THE COURT: Okay. Then you have the right --

18          MS. ANTONIO: So if the --

19          THE COURT: Ma'am, you have the right to prove  
20   that over here. You came to bankruptcy.

21          MS. ANTONIO: That's fine. I understand that.

22          THE COURT: Okay. We're set for trial, are we  
23   not?

24          COURTROOM DEPUTY: Yes.

25          THE COURT: All right.

1 MS. THOMPSON: Yes, Your Honor. We're set for  
2 trial in August. At this point, discovery is still open,  
3 and I need further documents for our forensic accountant to  
4 complete his report.

5 THE COURT: What do you mean?

6 MS. ANTONIO: I have yet to answer that motion  
7 that you just filed, Ms. Thompson.

8 MS. THOMPSON: Your Honor, I need --

9 THE COURT: I have not --

10 MS. ANTONIO: My credit report?

11 THE COURT: I haven't set the credit report for  
12 hearing yet, but I will. Let me just warn you something,  
13 Ms. Thompson.

14 MS. THOMPSON: Yes, Your Honor.

15 THE COURT: I really want to know what expert is  
16 going to rely on a credit report because credit reports are  
17 not reliable. I have credit on my credit report --

18 MS. THOMPSON: It's not necessarily relying --

19 THE COURT: Time out.

20 MS. THOMPSON: -- on the report.

21 THE COURT: I have credit reports on my personal  
22 report that belong to my ex-husband's wife. I just  
23 yesterday got a report that added a Bank of America account  
24 that is my mother's account and that I'm not a signatory on.  
25 I don't think that credit reports are really

1 Go through the list, and then the next person goes, and go  
2 through the list. And come to a meeting of the minds on  
3 what is or is not available and how soon you can get the  
4 stuff over to the other person if they are available.  
5 That's how things work out.

6 Ms. Thompson's not a monster, Ms. Antonio, okay?  
7 And she may represent someone that you think is a monster,  
8 but she's just doing her job.

9 MS. ANTONIO: Their actions in other court cases  
10 is between lying on old court documents and trying other  
11 devious things. Yes, Your Honor, I have to agree to  
12 disagree on that one.

13 THE COURT: Okay, that's fine.

14 Ms. Herendeen, why are you here?

15 MS. HERENDEEN: Your Honor, there was also an  
16 objection to claim that was filed by Ms. Antonio today. And  
17 as a result of my not formally joining the objection, I  
18 called Ms. Thompson to advise her that at today's hearing it  
19 was my intent to join the objection to claim based on the  
20 fact that the claim is, of course, unliquidated.

21 So similar to our more recent case of Moffitt, it  
22 was my intent to make sure the Court knew that it would need  
23 to be resolved and I can't close the case until it is  
24 resolved.

25 I now understand that this is set for trial in

1 August, so it sounds like that will resolve the claim issue  
2 at that point.

3 THE COURT: No, it won't, because for some reason  
4 the creditor wants to liquidate it in State Court before a  
5 jury.

6 MS. THOMPSON: Your Honor, to simplify this  
7 matter, I'm happy to amend the Complaint. And once we get  
8 our report back from the forensic accountant, I'll be able  
9 to remove certain documents Ms. Antonio raised of the MG  
10 Orlando and supplement it to add documents.

11 So I can have it liquidated here in front of this  
12 -- in front of Your Honor, and I believe that would take  
13 away any fear that Ms. Antonio has that we're trying to  
14 litigate this matter on two separate fronts.

15 THE COURT: Well, you all --

16 MS. ANTONIO: Your Honor, the last court hearing  
17 we had, Ms. Thompson said that she did not have any expert  
18 witnesses at that time, and she did not disclose any.

19 MS. THOMPSON: I don't believe that's the case,  
20 Your Honor. I've mentioned from day one, that we had our  
21 first hearing in front of Your Honor, that we were hiring a  
22 forensic accountant.

23 MS. ANTONIO: She asked you at the last hearing if  
24 you had any and you said no.

25 THE COURT: Well, there's testifying witnesses and

1 there's non-testifying expert witnesses, so --

2 MS. THOMPSON: We will have a testifying expert  
3 witness in this case, Brad Kanter of Kanter & Associates.

4 THE COURT: Brad Kanter?

5 MS. THOMPSON: Yes, Your Honor, of Kanter &  
6 Associates.

7 THE COURT: How do you spell Kanter, with a "c" or  
8 a "k"?

9 MS. THOMPSON: K-a-n-t-e-r.

10 THE COURT: All right. What does Rule 26 say  
11 about disclosure of experts?

12 MS. THOMPSON: We provided that information to  
13 Mr. Megna after our meet-and-confer with him.

14 THE COURT: And that was before Ms. Dammer came  
15 on board?

16 MS. THOMPSON: Yes, Your Honor.

17 THE COURT: Okay. So, Ms. Antonio, you need to  
18 get the file from Mr. Megna because he's had that  
19 information.

20 MS. ANTONIO: Okay. So with the Rule 26, excuse  
21 me, (b), where it says time for initial disclosures for  
22 anybody who's added within any time, do they have an  
23 obligation to disclose this to me as well at a later date,  
24 as I come on representing myself?

25 THE COURT: Well, you're the same party.

1 before the date set for trial.

2 Now, what does the court order setting the trial  
3 say? Maybe it says 30 days before trial? Let's see what it  
4 says.

5 MS. THOMPSON: I'll pull up the case.

6 THE COURT: I think you all should also talk about  
7 settlement. I mean, I don't know that --

8 MS. THOMPSON: Your Honor, you asked that we  
9 mediate this case with Kelly Petry --

10 THE COURT: Yes.

11 MS. THOMPSON: -- May 1st or after, and I would  
12 like to do that, Your Honor. I would like our report first,  
13 so we can have a full idea of what we're looking at.

14 THE COURT: Okay. Because if Ms. Antonio is not  
15 going to be a millionaire in the realm of reasonableness at  
16 some point in her future, then what is the point of all  
17 this?

18 MS. THOMPSON: Your Honor, you never know what's  
19 going to happen to Ms. Antonio. She could win the lottery  
20 tomorrow.

21 MS. ANTONIO: The point is for my ex-boyfriend  
22 to harass me for the next 20 years of my life, which he's  
23 said in other court things that he's going to make my life  
24 miserable, he's going to destroy me and do whatever  
25 possible, which falls in line with what I've dealt for the

1 past five years of our relationship, Your Honor.

2 MS. THOMPSON: The point is, Your Honor, that  
3 circumstances can change very rapidly. And if Ms. Antonio  
4 comes into money next year, Mr. Geberth has every right to  
5 seek what he's lost through what he believes is fraud and  
6 embezzlement.

7 MS. ANTONIO: What has he lost?

8 MS. THOMPSON: Your Honor, your order scheduling  
9 trial --

10 MS. ANTONIO: (Inaudible-simultaneous talking) --  
11 Universal Studios and his hair transplant procedure, Ms.  
12 Thompson? That's all his transactions, Ms. Thompson.

13 MS. THOMPSON: Your Honor, your order scheduling  
14 trial requires -- governs pretrial disclosure regarding  
15 witnesses and use of depositions. Parties shall file and  
16 exchange names, numbers, and addresses for witnesses 28 days  
17 -- at least 28 days before trial.

18 THE COURT: Okay. So you all are on -- still  
19 on track for that. Okay. All right. So, Ms. Herendeen,  
20 it's going to be awhile, and we'll see how the pleadings  
21 develop.

22 MS. HERENDEEN: Your Honor, if you'd like, should  
23 I file a formal -- would you prefer it if I file a formal  
24 objection? And the only reason I'm asking that as well, is  
25 that it may not have been brought to your attention yet, but



1 on Friday Ms. Antonio also filed a Motion to Remove me as  
2 the Trustee. And one of the claims is that I'm not  
3 objecting to the proof of claim, which I had planned to  
4 do at today's hearing.

5 THE COURT: Let me ask you this. What kind of an  
6 estate are you sitting on?

7 MS. HERENDEEN: I have -- I also filed this  
8 morning, so that Your Honor would have a copy of it, my  
9 Form 1 and Form 2, which show that I have -- (audio cut  
10 out). In the bank right now, I have \$7,904.70. And of  
11 course, that's a matter of public record. As you mentioned  
12 today, this is fully transparent, everything I do is  
13 transparent.

14 The 341 meeting was recorded, she was represented  
15 by counsel. The Motion to Approve Compromise was filed,  
16 served, objection period passed. No objections were filed.  
17 I settled. This is the funds that I received pursuant to  
18 the compromise. That's a matter of public record.

19 THE COURT: How much are the filed claims, aside  
20 from the one that Ms. Thompson represents?

21 MS. HERENDEEN: The total claims are about \$197,  
22 roughly --

23 THE COURT: Wait.

24 MS. HERENDEEN: -- and then if we back out --

25 THE COURT: Wait. 197? Less than \$200?

1 MS. HERENDEEN: 197 roughly, but the claim filed  
2 by Ms. Thompson's client accounts for 172,000 of that.

3 THE COURT: Okay, listen to me. Are you saying  
4 197,000 or just 197?

5 MS. HERENDEEN: The claims are about 197,000.

6 THE COURT: Okay. Aside from Ms. Thompson's,  
7 then, what are the filed claims?

8 MS. HERENDEEN: About 25,000.

9 THE COURT: Okay. Ms. Antonio, you don't even  
10 have standing to object to that claim, because there's no  
11 skin in the game for you. The cases are popping out all  
12 over the place about a Debtor's standing.

13 MS. ANTONIO: When it comes to a dischargeability  
14 action, I have a pecuniary interest in objecting to the  
15 claim.

16 THE COURT: No, you don't. Disposition of estate  
17 assets or delivery of estate assets to a putative creditor  
18 is one track. If the estate disburses money to that  
19 claimant, then your liability is reduced. It benefits  
20 you to have Ms. Herendeen pay down a debt.

21 If this were a surplus case, meaning the claims  
22 were less than 7,000, and the Trustee's compensation  
23 together left some money on the table for you, then you  
24 would have standing.

25 MS. ANTONIO: Okay. Well, since she brought the

1 Motion to Remove to the table, I would like to know where  
2 the \$3,100, which is missing from the sale of my vehicle,  
3 that was already paid through Carvana, but the Trustee  
4 claims that she took that out to pay the creditor as well.

5 THE COURT: We'll have a hearing --

6 MS. ANTONIO: So instead of a 3,800 --

7 THE COURT: We'll have a hearing on that when we  
8 schedule it. You can bring --

9 MS. ANTONIO: Okay, Your Honor.

10 THE COURT: And in the meantime, Ms. Herendeen  
11 heard you and she can respond to you accordingly --

12 MS. ANTONIO: Okay.

13 THE COURT: -- and maybe iron out whatever  
14 misapprehension there is there.

15 MS. HERENDEEN: Yes. I'll try my best. I  
16 actually am not sure I understand her question. That's part  
17 of the problem that I'm having.

18 MS. ANTONIO: There's missing \$3,100 from the  
19 check that I gave you.

20 MS. HERENDEEN: The check that she gave me, I have  
21 a copy of the deposit ticket. It's reflected on my Form 2  
22 as being deposited. It's on the Form 2 I filed today. We  
23 also emailed it to Ms. Antonio.

24 THE COURT: Okay.

25 MS. HERENDEEN: I'm at a loss.

1 MS. HERENDEEN: Form 2 shows each transaction.  
2 There is only the deposit and the bank fees. There are no  
3 checks written from my bank account.

4 MS. ANTONIO: So your offer and compromise is the  
5 misstated \$3,100 that you took out from the \$7,900? There  
6 was just a -- it was just an oversight from that written?

7 THE COURT: Ma'am, ma'am, you're going to have to  
8 investigate the bona fides of your arguments before you go  
9 into this. If she didn't write a check --

10 MS. ANTONIO: I have.

11 THE COURT: Then you show me a check, ma'am. I  
12 want you to file it.

13 MS. ANTONIO: It's in my motion that I had filed  
14 with it, Your Honor.

15 THE COURT: You have a copy of the check that she  
16 wrote?

17 MS. ANTONIO: I have a copy of the check that  
18 Carvana provided that the lien was paid --

19 THE COURT: Okay. If she didn't --

20 MS. ANTONIO: -- before they'd given it me.

21 THE COURT: If she didn't write the check, then  
22 she didn't write the check. You'd better be prepared to  
23 show me a check that she wrote if you're going to maintain  
24 this argument.

25 MS. ANTONIO: Well, if she maintained that this is

1 what she did in her court filings, then why would she claim  
2 one thing on a court filing and --

3 THE COURT: Her filing shows no checks disbursed.  
4 It's up to you to bring me a copy of the check that you  
5 allege that she disbursed.

6 And I'll tell you, a pro se litigant doesn't have  
7 the leeway to make up stuff, so be prepared.

8 MS. ANTONIO: I'm not making anything up, Your  
9 Honor.

10 THE COURT: Be prepared to show me a check. All  
11 right, we'll schedule that for hearing, so --

12 MS. ANTONIO: I would like to put a Motion to  
13 Recuse you off of bias, Your Honor, so I would like the ten  
14 days --

15 THE COURT: Ma'am, let me --

16 MS. ANTONIO: -- in order to prepare my motion.

17 THE COURT: I'll be addressing that, but adverse  
18 rulings are no reason for a disqualification.

19 MS. ANTONIO: No, there's more than that. It's  
20 from the past couple of actions that I have --

21 THE COURT: Adverse rulings --

22 MS. ANTONIO: -- that I have seen in this court.

23 THE COURT: Adverse rulings are no grounds for  
24 disqualification.

25 MS. ANTONIO: This is not about a ruling. This is

1 about the conduct towards me --

2 THE COURT: Ma'am, you are multiplying --

3 MS. ANTONIO: -- in this courtroom.

4 THE COURT: You are multiplying the proceedings by  
5 not conferring today, for example. We maybe could have had  
6 a very short hearing on the discovery motions if we could  
7 eliminate the wheat from the chaff. You're not cooperating,  
8 and you need to.

9 MS. ANTONIO: How can I cooperate when this is a  
10 frivolous lawsuit when there's multiple characters --

11 THE COURT: Ma'am, I know your position.

12 MS. ANTONIO: -- and lawyers against me --

13 THE COURT: I know that --

14 MS. ANTONIO: -- and lying in every single court  
15 document in here --

16 THE COURT: I know that you believe that --

17 MS. ANTONIO: -- to Your Honor.

18 THE COURT: I know your position is it's  
19 frivolous.

20 MS. ANTONIO: So I am requesting your recusal and  
21 I have every right to.

22 THE COURT: You're not going to get it, ma'am.  
23 You are going to get your day in court.

24 MS. ANTONIO: All right, so I'm not going to get  
25 it, but it doesn't matter. So then I'm going to ask another

1 judge to listen to me and ask for your recusal.

2 THE COURT: Ms. Antonio, you will have your day in  
3 court. I'm going to give you your trial.

4 MS. ANTONIO: I am not going to have my day in  
5 court when I'm facing something frivolous. So if they're  
6 bringing that action here and they have to search every  
7 single one of my accounts for plausibility without having  
8 any substantial proof -- like they submit A in the  
9 Complaint, there's nothing admissible in that, and they're  
10 standing on what grounds?

11 THE COURT: Ma'am, that's why we have discovery,  
12 that's why we have Motions for Summary Judgment.

13 MS. ANTONIO: Yes, and so when my attorneys are  
14 colluding with the Solomon Law Firm and nobody's listening,  
15 Your Honor --

16 THE COURT: Okay. You can complain against your  
17 attorneys with the Florida Bar.

18 MS. ANTONIO: I'm not complaining.

19 THE COURT: But your attorneys --

20 MS. ANTONIO: I have.

21 THE COURT: Your attorneys should not be speaking  
22 with the Solomon Law Group whatsoever. They're out of the  
23 case, except Ms. Dammer was a repository for some of the  
24 documents. That would be the only exception.

25 But you're going to get your day in court. You

1 even have the right to pursue a summary judgment if you  
2 don't believe that they have evidence.

3 MS. ANTONIO: That's going to be filed shortly,  
4 Your Honor.

5 THE COURT: I mean, I know you want to jump ahead  
6 and be at the finish line, but we have to --

7 MS. ANTONIO: I am dying, Your Honor. I would  
8 like to finish and go and be with my family right now --

9 THE COURT: Okay, we have --

10 MS. ANTONIO: -- because I'm not well.

11 THE COURT: We have your trial scheduled for  
12 August.

13 MS. ANTONIO: That's a little too long. Can we  
14 cycle it up a little -- change it so it's a little earlier  
15 than that?

16 THE COURT: You two, when you talk about this --

17 MS. ANTONIO: That's fine.

18 THE COURT: When you talk about discovery, talk  
19 about that too. If you can get the discovery to each other  
20 more quickly, then we can maybe get the trial behind us more  
21 quickly. So I think I asked you all what you thought about  
22 that date and nobody really complained about it.

23 MS. ANTONIO: It's just a waste of time. Four  
24 attorneys against me? For what? When I'm on social  
25 security disability and there's nothing. I'm going to



1 win the lottery? I don't play the lottery.

2 THE COURT: Ma'am, you heard me say it first.  
3 What's the point of this?

4 MS. ANTONIO: I told you what the point is.

5 THE COURT: Well, and I'm saying to Ms. Thompson,  
6 I said: If this woman's never going to be a gazillionaire,  
7 what is the point of spending all this time and money on  
8 getting a simple piece of paper if you can get it? Because  
9 if you don't have records showing she's an employee, then  
10 it's probably more likely than not that I'm going to be  
11 saying: No, that's not how she got access to these things.

12 MS. THOMPSON: Your Honor, the tax records -- the  
13 only tax record that I have is a 1099. I have lots of  
14 emails showing Ms. Antonio's the manager. She even asked  
15 for severance when the relationship ended.

16 MS. ANTONIO: I did not ask for a severance. What  
17 have your clients made up? How many false documents have  
18 you submitted in the other core proceedings, Ms. Thompson?

19 THE COURT: Okay. Ms. Antonio, you may need to  
20 get an expert yourself for authenticity purposes. If you  
21 think something's been forged, you're going to need an  
22 expert yourself.

23 MS. ANTONIO: Okay.

24 MS. THOMPSON: Your Honor, also on the docket is a  
25 Motion to Enforce the Stay, filed by Ms. Antonio.

1 THE COURT: Where is that?

2 COURTROOM DEPUTY: Page 9.

3 THE COURT: Page 9. Oh, I see. It's at the  
4 bottom. Okay. The stay is in effect. We are litigating  
5 the adversary proceeding here. That does not violate the  
6 automatic stay. So what is it that you think violates the  
7 automatic stay?

8 MS. ANTONIO: Well, this is not a core proceeding.

9 THE COURT: Yes, it is. It's as core as core can  
10 get.

11 MS. ANTONIO: How is it a core proceeding?

12 THE COURT: Section 523 does not exist outside of  
13 a bankruptcy. The discharge --

14 MS. ANTONIO: This case is litigating. So if  
15 you look at the -- I filed -- I filed, excuse me, exhibits,  
16 and this case mimics, to a "t", the amended complaint on  
17 State --

18 THE COURT: Ma'am, only a bank --

19 MS. ANTONIO: -- State Court claims.

20 THE COURT: Only a bankruptcy judge has  
21 jurisdiction to determine if there is a 523(a)(2), (4)  
22 or (6) in play. It's as core as core can get. Have you  
23 looked at Rule 7001?

24 MS. ANTONIO: So in 323 --

25 THE COURT: Rule 7001, subsection (6), it's as

1 core as core can get, ma'am. Only a bankruptcy judge can be  
2 doing this. It's core.

3 MS. ANTONIO: So if the State Court action is  
4 not litigating a dischargeable lien claim, so how is it  
5 happening when this is State Court claims of conversion,  
6 unjust enrichment? How is -- how --

7 THE COURT: Okay, if you look at Section  
8 523(a)(2), (4) and (6), you will see it.

9 MS. ANTONIO: I am not waiving my jury trial, so  
10 how it is litigating here?

11 THE COURT: This is not anything that is jury  
12 triable. It's an exception to the discharge.

13 MS. ANTONIO: First the State Court claim should  
14 come to judgment before it comes to this court --

15 THE COURT: Ma'am, I'm just telling you --

16 MS. ANTONIO: -- for a discharge.

17 THE COURT: I'm telling you that it is a  
18 core matter. Look at Title 28, Section 157(b)(2)(I).  
19 Core proceedings include determinations as to the  
20 dischargeability of particular debts.

21 Did you read that before you filed your motion?

22 MS. ANTONIO: Yes, but I have read every -- excuse  
23 me, I'm just trying to find my documents.

24 THE COURT: Okay. Title 28, Section 157(b)(2)(I).

25 MS. ANTONIO: I have that in my motion as well,

1 yes.

2 THE COURT: Okay. It is a core proceeding.  
3 Congress said it's a core proceeding. You can't tell me  
4 it's not. All right. There's no stay violation here.

5 MS. ANTONIO: There is a stay violation here.

6 THE COURT: Okay, tell me what stay is being  
7 violated. Look at 362 --

8 MS. ANTONIO: I'm just trying to find my motion  
9 because it's in my motion all written out.

10 THE COURT: Ma'am, you said things in your motion  
11 that just aren't accurate. You said it's not a core  
12 proceeding. I just showed you where Congress said it is.

13 MS. ANTONIO: And this court has the lack of  
14 subject matter -- I'm looking for one thing that I need.

15 THE COURT: It's Document 61. What part of  
16 Section 362(a) do you think is being violated?

17 MS. ANTONIO: If I could have a moment so I can  
18 get my documents in hand, I'd appreciate it. I'm going to  
19 shoot myself; I just can't take all this anymore.

20 THE COURT: I hope you don't.

21 MS. ANTONIO: Well, I have already twice, Your  
22 Honor, so I just don't feel like doing this anymore.

23 THE COURT: I hope you will contact your family --

24 MS. ANTONIO: (Crying.) I'm going to go because I  
25 want to just shoot myself. I just want to shoot myself, I'm

1 so sick of it.

2 THE COURT: I hope you will contact your family  
3 and tell them what you just said.

4 MS. ANTONIO: (Crying.) I want to shoot myself  
5 because I don't want to do this anymore.

6 THE COURT: Ma'am, I hope that you will --

7 MS. ANTONIO: It's just like I'm in so much pain,  
8 and I don't want to do this anymore. I want everyone to  
9 just leave me alone and stop lying. Just leave me alone,  
10 just leave me alone, just leave me alone. I just want  
11 everybody to leave me alone.

12 THE COURT: I can't make them leave you alone,  
13 ma'am. I can give you trial time so that you can win,  
14 attempt to win.

15 COURTROOM DEPUTY: She's off the Zoom call, Your  
16 Honor.

17 THE COURT: Okay. Well, this doesn't identify to  
18 me what portion of Section 362(a) she believes is violative  
19 of the automatic stay.

20 Are you litigating in State Court?

21 MS. THOMPSON: We're not, Your Honor. Nothing's  
22 been filed in State Court since the date that the suggestion  
23 of bankruptcy was filed, except the very next day we filed a  
24 Notice of Cancellation of a Deposition.

25 THE COURT: Okay.

1 MS. THOMPSON: But nothing else has occurred in  
2 State Court.

3 THE COURT: All right. What date did you file the  
4 Complaint? You filed it very soon after the Petition was  
5 filed; didn't you?

6 MS. THOMPSON: Yes, Your Honor. I believe we  
7 filed it -- hold on.

8 THE COURT: All right. Well, I find that there  
9 is on violation of the automatic stay. The adversary  
10 proceeding is a core proceeding. It's as core as core can  
11 get.

12 The Bankruptcy Court has the jurisdiction under  
13 Title 28, Section 157 to conduct this proceeding. The fact  
14 that it may overlap allegations that are lodged in the State  
15 Court complaint does not make it non-core.

16 Indeed, frequently the core set of facts that  
17 underlies a State Court suit would be the same in a  
18 dischargeability proceeding, and so I deny her motion.

19 MS. THOMPSON: Should I prepare that order and  
20 upload it to the Court, Your Honor?

21 THE COURT: No, we'll just do a jiffy order.

22 MS. THOMPSON: Or you'll do a jiffy order?

23 THE COURT: We'll do a jiffy order.

24 MS. THOMPSON: Thank you, Your Honor.

25 THE COURT: I don't know what there is to mediate.

1 It seems to me that this is an all-in/all-out proposition on  
2 your client's part. I hope that you will --

3 MS. THOMPSON: I'm happy to mediate if you'd like  
4 us to. It's whatever you think is best, Your Honor.

5 THE COURT: I mean, I do think it -- I think it  
6 might, you know -- even if you all mediate a walk-away where  
7 you agree to leave each other alone, that would have some  
8 value, I suppose, given that apparently there are cross-  
9 motions for domestic violence threats or something like  
10 that.

11 Anyway, we'll see how it plays out. If you all  
12 want to go visit with Kelly Petry, that's fine. I've even  
13 asked Judge Delano if she would take a look at this and  
14 potentially mediate it.

15 MS. THOMPSON: Yes, Your Honor.

16 THE COURT: All right. So we'll reschedule the  
17 motion regarding what you want from her and what she wants  
18 from you for a couple weeks. You all talk this week,  
19 please.

20 MS. THOMPSON: Yes, Your Honor.

21 THE COURT: Do you happen to know who her  
22 relatives are?

23 MS. THOMPSON: I know her domestic violence  
24 advocator. I can reach out to her and let her know what she  
25 said over the phone.

1 trying to be cautious in the case.

2 THE COURT: That's her right to do that. Okay.

3 MS. THOMPSON: Yes, Your Honor.

4 THE COURT: All right, well, we'll conclude the  
5 case and Ms. Arciola can look for a date and send out a  
6 notice of continued hearing. All right, thank you all.

7 MS. THOMPSON: Thank you. Appreciate your time.

8 THE COURT: And then go ahead and file your  
9 objection; would you?

10 MS. HERENDEEN: I can file a formal objection and  
11 perhaps submit an agreed order with Ms. Thompson that it'll  
12 be resolved through the adversary.

13 THE COURT: Yes. Okay, thank you.

14 MS. HERENDEEN: Thank you, Your Honor.

15 MS. THOMPSON: Thank you, Your Honor.

16 (Proceedings adjourned at 12:10 p.m.)

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CERTIFICATE

This certifies that the foregoing constitutes the official verbatim transcript produced to the best degree possible, on an expedited basis, from the FTR digital recording, and/or MP3 backup, and/or telephonic audio recording, as recorded, logged, maintained, and provided by court staff.

I further certify that I am neither counsel for, nor related to, nor an employee of any of the parties to the action in which this hearing was taken and, further, that I have no personal interest in the outcome of the action.



Cheryl Culver  
Certified Court Reporter

June 18, 2021

Date

For Johnson Transcription Service  
Approved Court Transcribers  
for U.S. Bankruptcy Court  
Middle District of Florida

## I. CLIENT'S MOTIVE

1. **Daniel Geberth** immediately started a smear campaign using social media to change the context of a 5 ½ year dating relationship into one of a non-existent employment relationship.
2. **Geberth's behavior**, bullying, threatening, and harassing me is a manifestation of Geberth's intent in filing the lawsuit, to use a court process for reasons other than for which it was intended. **Projection is the closest thing to a confession.**
3. **This behavior** was what I had experienced throughout our dating relationship. Financial abuse, control, rage and temper tantrums, destruction of property, and now he has complete access to my private financial affairs gleaned information to continue his harassment and stalking. **I fear for my life.**

## II. MALICIOUS THREATS

5. **Between November 2019 and March 2020, Daniel Geberth** had left dozens of harassing and threatening letters, texts, and calls with false accusations **involving extortion**, which had been presented in the injunction Court Cases,<sup>1</sup> and made before Geberth filed the Complaint in the State Court on April 2, 2020, and states as follows:

*“And I also talked to your ex, **Juan Miranda** (phonetic), your -- your “fake” rapist. Let me tell you something, he lives in North Carolina right now.*

*He's only a ten-hour shot from you. So if you don't want to do and make this right with me, I will be very tempted to tell him exactly your address and give him all your phone numbers because he's only ten hour -- he's only a ten-hour ride away now, so she --*

*I want that Jacuzzi<sup>2</sup> because I f\*\*\*g paid for it anyway. So you need to do something to make this right with me, otherwise I'm coming after you and you're going to be wanting -- because you're going to spend a lot of money on attorney fees, which I know that you can't f\*\*\*ng afford. And once I file that civil suit where I get my 2019 tax return -- my taxes and my returns done, which should be early part of January I'll have 2019 done -- I'm filing a civil suit on you and I'm going to f\*\*\*ng have you thrown*

<sup>1</sup> Faith Elyzabeth Antonio v. Daniel Alan Hilton Geberth the Sixth Judicial Circuit Court in and for Pinellas County, Florida Case # 19-011577-FD & 20-002405-FD

<sup>2</sup> This Clearlight Sauna was purchased by my parents and therefore property of my parents without assistance of Geberth (receipt available upon request).

*in jail. So if you want to go that route, that's fine because I can play f\*\*\*ng hardball and I can play really fucking hardball. I'm going to f\*\*k you over. That's a f\*\*\*ng guarantee.*

6. **This threat was received** on email communications were cc'd to my sister, Tabithaann Gregor. **Geberth** evinces the same intent to harass me by threatening to send me to jail, make my life difficult and stressful, to let my rapist know “exactly where I live” and giving all of my phone numbers because this person is only a ten-hour drive from me.
7. **Daniel Geberth** threatened me with a lawsuit if I did not comply with his demands for a \$3,800 jacuzzi infrared sauna. **Extortion is a Federal Felony Offense.**<sup>3</sup>
8. **Stanford Solomon**<sup>4</sup> has used this person (**Miranda**) to continue the **extortion**, harassment, and threats made to me by his client, Daniel Geberth. This commenced when I requested the withdrawal of my former attorney, Samantha Dammer for her own questionable practices and as I proceeded to defend myself as a Pro Se litigant.
9. **March 5, 2021**: Continuing as Pro Se, I receive a series of emails from **Stanford Solomon** demanding to schedule to Depositions of myself and my family members, stating, “*we plan to depose your sister, your daughter, and your father. Each of these depositions should last no longer than two hours... We are also planning to proceed with the depositions of **Thomas McArthur** and **Juan Miranda**. Do you have any objections to the scheduling of these depositions?*”
10. **March 8, 2021**: Solomon continues by requesting the depositions of my elderly parents, David and Cynthia, my siblings Tabithaann and Davidpaul, and my children (Brianna, Ethan, and Christien (for approximately two hours each), and including **Thomas McArthur** and **Juan Miranda** (calling them my “former boyfriends”). Solomon demands that I sit for an **8-hour** deposition<sup>5</sup>.
11. **March 10, 2021**: Upon further questioning about the relevancy and firmly stating my objections, Solomon responded, “*we believe that these witnesses have relevant*

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<sup>3</sup> Florida Statute 836.05 Threats; extortion.—Whoever, either verbally or by a written or printed communication, maliciously threatens to accuse another of any crime or offense, or by such communication maliciously threatens an injury to the person, property or reputation of another, or maliciously threatens to expose another to disgrace, or to expose any secret affecting another, or to impute any deformity or lack of chastity to another, with intent thereby to extort money or any pecuniary advantage whatsoever, or with intent to compel the person so threatened, or any other person, to do any act or refrain from doing any act against his or her will, shall be guilty of a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

<sup>4</sup> Under the statutory provisions of 18 U.S.C. § 2, it is not necessary that the attorney actually be the one who committed the crime, but rather that a crime (1) be committed by someone, (2) that the attorney knowingly associated with the entity who committed the crime, (3) that the attorney knowingly participated in some aspect of the crime’s commission, and (4) that the attorney possessed the requisite mental state for the crime (usually “knowingly” or “fraudulently”).

<sup>5</sup> Rule 30(d)(1) Unless otherwise stipulated or ordered by the court, a deposition is limited to 1 day of 7 hours.

24. I have requested DGP's full and complete tax returns, credit cards statements of their client and Geberth's. Solomon Law continually states they do not have access or there are no such documents although they have produced other documents that show its existence.
25. I have requested the email records for DGP in the Adversary proceeding and Solomon Law has claimed none exist and then produce these emails in the Injunction hearing. These emails have been doctored, unauthenticated and were never disclosed.

#### VIII. SUBPOENA TO AT&T WIRELESS

25. **June 23, 2021**: Solomon filed and served subpoenas to AT&T Wireless and other entities that I have already put in my Amended Motion for Summary Judgment [Adv. D.E. 129] as a ghost transaction that does not even appear on Plaintiff's bank statement. The information that they seek contains my personal cell phone number that I have changed in January 2020 and several times due to Geberth's stalking. I filed a motion for protective order [DE 137] because the Solomon Law Group has not attempted to refine his requests and seeks all information **up to this present date**.
26. **July 21, 2021**: Judge McEwen ordered Solomon Law to refine its Subpoena to AT&T.
27. **August 7, 2021**: **Solomon Law Group** has **not** complied with the Judge's order to revise the scope of the Subpoenas [DE 174]. I am currently attempting to petition the Court to demand AT&T to forward the Subpoena received by Solomon Law Group to see if this Subpoena was revised to obtain more information including my personal cell phone records instead of what the Subpoena originally asks for is solely for the account holder information. **I have no doubt that Stanford Solomon revised the subpoena to AT&T to include my cell phone records.** There is no other reason to delay a subpoena that only needs the dates changed.

#### IX. DEPOSITION ABUSE BY USE OF PARALLEL PROCEEDINGS<sup>12</sup>

25. **December 4, 2020**: Solomon files a Motion to Dissolve the Injunction granted on April 20, 2020, with only four months before it's natural expiration date, citing his clients need to hold a concealed carry permit to defend himself just in case I try to "trap" his

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<sup>12</sup> State of Florida v Daniel Alan Hilton Geberth, Sixth Judicial Circuit in and for Pinellas County, Florida Case # 21-01311-MM

carry his guns. (Motion to Dissolve and email exchange between Solomon Law Group and Karen McHugh available upon request).

35. **Stanford Solomon** requested the Court to dismiss the Injunction because it hindered Daniel Geberth's help in investigating the false theft claims. He reasoned that they cannot contact potential witnesses, claiming that I would report such activity to law enforcement.
36. **January 25, 2021**: Not being able to depose me in the Injunction Court Case, Solomon files Renewed Notice of Deposition in Adversary Proceeding for March 11, 2021. I was never contacted by any attorney to determine my own availability for depositions in the Bankruptcy Adversary proceeding.
37. **February 1, 2021**: Geberth was charged with one count of Stalking Ms. Antonio in Pinellas County Case No. 21-01311-MM (the "Criminal Case"). The State Attorney opens an investigation for criminal contempt, which is still pending.
38. **February 17, 2021**, Geberth filed a plea of not guilty and requested discovery in the Criminal Case.
39. **March 4, 2021**: **Alison Thompson** filed Notice of Cancellation of Deposition of Defendant in the Adversary proceeding. Solomon Law Group did not attempt at any communication with this cancellation but proceeded to demand to reschedule (and for a third time). I had major surgery scheduled and would not cancel a necessary surgery under demands and constant disregard especially when the scheduled trial was set for August negating any emergency need for a deposition.
40. **March 15, 2021**: In the representation of his client in the Criminal Court Case. Solomon submitted a witness list. This witness list also lists **Miranda** and **Thomas McArthur**, "expert witness" Brad Kanter of Kanter & Associates, my family members, Geberth's family members, and persons who Geberth met after I ended the relationship with him.
41. **March 17, 2021**: Stanford Solomon's Response to Defendants Motion for Protective Order [DE 60]:
  - a. Geberth seeks to depose two individuals in the Criminal Case. The first is **Juan Miranda**, whom Antonio claims sexually assaulted her many, many years ago and whom Antonio still claims to fear. The second is **Thomas**

**McArthur**, a former boyfriend of Antonio whom Antonio claims Geberth contacted in an attempt to harass Antonio (§ 16). This statement is false as Solomon seeks to depose 22 or more witnesses as seen on the Witness list that **Stanford Solomon** filed on March 15, 2021, attached hereto as Exhibit “A”.

- b. Geberth is attempting to obtain dates for these depositions from the State Attorneys’ Office and from Antonio, following the requirements of Florida Rule of Criminal Procedure 3.220 (§ 17).
- c. The legal issues involving Antonio, Geberth, and Plaintiff are diverse. As such, relevant witnesses sometimes overlap. Antonio’s family members have information related to both this adversary proceeding (knowledge and participation in the embezzlement) and in the Criminal Case (contacts between Geberth and Antonio).
- d. Other witnesses, including Thomas McArthur and Juan Miranda, would have limited knowledge of the embezzlement but would have knowledge of the allegations in the Criminal Case and the claimed harassment (§ 28).
- e. Solomon Law admits that it contacted Antonio regarding depositions in both this adversary proceeding and in the Criminal Case in the same email exchange. However, that combination was intended to reduce Solomon Law’s contact with Antonio and to conduct both proceedings in a smooth and efficient manner (§ 29)<sup>14</sup>.
- f. Solomon Law also asked for Antonio to outline her concerns surrounding the potential depositions of **Juan Miranda** and Thomas McArthur.
- g. The conversation then deteriorated into a debate as to whether the witnesses had relevant testimony **for the adversary proceeding or whether they were better suited to be deposed in the Injunction Case or in the Criminal Case.**

42. April 15, 2021: Judge Holly Grissinger admonished Allison Thompson and Daniel Geberth stating that they shall not set depositions in this case, without proper motion. Judge Grissinger states that she grants depositions conservatively. Furthermore, depositions are not permitted in misdemeanor court without leave of court.

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<sup>14</sup> A litigant should not be allowed to make use of the liberal discovery procedures applicable to a civil suit as a dodge to avoid the restrictions on criminal discovery and thereby obtain documents he would not otherwise be entitled to for use in his criminal suit."

56. **February 26, 2021:** At the hearing involving Respondent's Motion to Dismiss in the Injunction Court case, **Stanford Solomon** appeared as the attorney for Daniel Geberth. During this time, **Solomon entered false evidence**<sup>16</sup> into the record and proceeded to allow his client to use fake Facebooks accounts that Geberth had created in his attempt to convince the Court that I was stalking him (transcript of Motion to Dissolve is available upon request, page 45, line 2).

a. **False Evidence #1: Brandy Rose:** Daniel Geberth offered testimony regarding a Facebook account belonging to Brandy Rose. My attorney, Karen McHugh, directed the Court's attention to the fact that the name, Peter Roberto was listed in the address bar ([www.facebook.com/peter.roberto](http://www.facebook.com/peter.roberto)). This indicated that Peter Roberto had changed his user profile to show the name Brandy Rose. Geberth indicated that he did not know a Peter Roberto, however, Peter Roberto is listed as a friend of Geberth's on his own Facebook profile. After pointing this out, Geberth reluctantly admits that Roberto is a friend of his (transcript, page 37-42).

i. Peter Roberto changed the information on his Facebook to that of a woman and had a discussion with Geberth where Geberth eventually accused this interaction to be me.

b. **False Evidence # 2: Patty Lynn:** Daniel Geberth offered testimony implying that I had created this Facebook page because the cover photo was the same that I have on my own profile. Geberth lied in his testimony stating that he is not friends with this person but the evidence that he submitted says that they are friends on Facebook.

59. Solomon's client also inadvertently admitted that he contacted Thomas McArthur who Stanford Solomon has continued to falsely claim to be my former boyfriend.

a. **False Witness: Thomas McArthur:** This individual had contacted me through a Facebook call telling me to watch my back, that I as being investigated by the State Attorney and that my phone was bugged. I reported this interaction to the Pinellas County Sheriff Department, Report 20-179103.

i. McArthur is almost 20 years my senior, was never a former boyfriend. Pinellas County records show that McArthur was involved in several domestic violence situations in his former marriage and a different relationship during 2012. This is the year that he implies that we were

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<sup>16</sup> First, the lawyer may not counsel or assist a client in conduct that is criminal or fraudulent. See rule 4-1.2(d). Similarly, a lawyer has a duty under rule 4-3.3(a)(4) not to use false evidence. This duty is essentially a special instance of the duty prescribed in rule 4-1.2(d) to avoid assisting a client in criminal or fraudulent conduct.

me. This includes the intent to introduce the same exhibits that Geberth produced in the Injunction Case in his attempt to frame me for Stalking, (available upon request).

## XI. DEPOSITION MISCONDUCT – THE DEPOSITION OF GARY DE PURY

43. **July 13, 2021**: I was contacted by Gary De Pury of Bay Vista Realty. **Allison Thompson** on behalf of the Solomon Law Group contacted De Pury via email. She asked De Pury questions related to my “employment” as he is the Real Estate Broker that currently holds my active real estate license. This was done without my knowledge or consent.
44. **Allison Thompson** demanded that De Pury be available for a deposition. De Pury made Thompson aware that he does not pay anyone, moreover, that Real Estate Agents are independent contractors. De Pury is my former attorney who I had sought legal advice and he is an active member of the Florida Bar. **Allison Thompson’s** reasons for not following Civil Procedure is as follows [Adv. D.E. 163]:
- a. DGP learned that Debtor is a licensed real estate sales associate having received her licenses in November of 2020. The Florida Department of Business & Professional Regulations (“DPR”) lists Debtor’s employer as Bay Vista Realty and Investments Inc. d/b/a Bay Vista Realty.
  - b. On Thursday, July 8, 2021, the undersigned spoke to Gary De Pury (“De Pury”), principal of Bay Vista Realty (violating 30(b)(6)<sup>17</sup>) who confirmed that Debtor is an independent contractor as are all residential agents.
  - c. On Monday, July 12, 2021, the undersigned via email asked De Pury for his availability for a deposition regarding the status of Debtor as a 1099 employee with Bay Vista Realty.
  - d. On Monday, July 12, 2021, the undersigned via email asked De Pury for his availability for a deposition regarding the status of Debtor as a 1099 employee with Bay Vista Realty. The same day, De Pury responded that he is in “trial after trial this month and August” and then would take a month off for personal reasons. He stated that “...if Mr. Solomon wishes to depose me on a Saturday, then I will endeavor to make myself available.” He continues that “You may depose me after September”.
  - e. Considering that the trial is scheduled for this matter in August and that Debtor opposes a continuance, DGP scheduled the deposition and immediately sent notice to Debtor.
45. This email exchange between Thompon and De Pury is attached to Adv. D.E. 163 filed by **Allison Thompson** in response to my emergency motion to quash deposition.

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<sup>17</sup> A party cannot take a 30(b)(6) deposition on legal theories or contentions without leave of Court.



56. **August 6, 2021:** I contacted The Reporting Firm to inquire about the deposition transcript since De Pury was not contacted to review the transcript and was told that this transcript was still being processed. The Subpoena states that this proceeding would be transcribed in real-time. Gina from The Reporting Firm who attended this deposition replied on August 6<sup>th</sup> that this one-hour deposition was not ready for review by De Pury. The Reporting Firm has delayed access to this transcript and persists to do so.

#### **X. FABRICATED EVIDENCE OFFERED INTO ADVERSARY PROCEEDING**

59. **March 25, 2021:** Allison Thompson willingly offered the 1099's as proof of wages. Solomon Law knowingly assisted Geberth and without prefiling investigation<sup>22</sup>. Solomon Law assisted their client so that he can go obtain all my personal and sensitive financial documents.
60. These 1099-MISC forms were fabricated by client, Daniel Geberth, and forwarded to me between February and June 2020. As previously provided in the Florida Bar Complaint Against Derek Bernstein (RFA No: 22-660).
61. On **August 2, 2021:** Filed by Allison Thompson, it was admitted or claimed that DGP did not have Original or Amended Tax Return schedules that reflect Payroll or 1099 Expenses to Reduce Income for tax years 2015, 2016, 2018, 2019. This statement contradicts many allegations of the Complaints filed in both State Court and this Adversary proceeding.
62. Allison Thompson stated by email and in statements in response to Motions, that DGP does not have any employment records. Yet they continue this action as DGP

#### **X. PERJURY COMMITTED DURING MSJ HEARING<sup>23</sup>**

61. **August 2, 2021:** During the hearing for the Motion for Summary Judgment that I filed on July 1, 2021 [D.E. 176], it was admitted that their client has no employment records, that the 1099s contained the amounts listed in their Complaint. Solomon filed a response in opposition with exhibits that were not authenticated and with disputed facts that did not cite to any evidence in the record<sup>24</sup>. Solomon still has yet to file any

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<sup>22</sup> Rule 11 of the Federal Rules of Civil Procedure requires you to ensure that "(2) the claims, defenses, and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the denials of factual contentions are warranted on the evidence or, if specifically so identified, are reasonably based on belief or a lack of information." Fed. R. Civ. P. 11(b).

<sup>23</sup> DR 7-102(B)(1) provides that "A lawyer who receives information clearly establishing that . . . his client has, in the course of the representation, perpetrated a fraud upon a person or tribunal shall promptly call upon his client to rectify the same, and if his client refuses or is unable to do so, he shall reveal the fraud to the affected person or tribunal."

<sup>24</sup> The non-moving party "must do more than simply show that there is some metaphysical doubt as to the material facts." Matsushita Elec. Indus. Co., Ltd. v. Zenith Radio Corp., 475 U.S. 574, 106 S. Ct. 1348, 1356, 89 L. Ed. 2d 538 (1968). Instead, "the nonmoving party must present evidence beyond the pleadings showing that a reasonable jury could find in its favor." Fickling v. United States, 507 F.3d 1302, 1304 (11<sup>th</sup> Cir. 2007) (citing Walker v. Darby, 911 F.2d 1573, 1577 (11<sup>th</sup> Cir. 1990)).

evidence to its Complaint. (Statements and evidence of perjury is available upon request)

I have proof that this whole suit is a sham, but as an unrepresented person who is just learning the laws and rules of court, I am not being heard. **I Fear for My Safety from Stanford Solomon.** His Lack of Empathy, His Willingness to Place Fear by Using a Person Who Raped Me. I Am Scared to Go to A Courthouse to Find Miranda Waiting for Me. A License to Practice Law Is Not a License Frame a Person, Stalk A Person. Solomon's desire to win trumps all. **Three or more attorneys** (Stanford Solomon, Allison Thompson, Victoria Cruz) against a Pro Se Litigant is more than unnecessary, it is extreme. This is a **perverted** use of the justice system, that is without regard of human life, or moral apathy. **I have no trust in the justice system.**

I have forwarded this Complaint with all evidence and other necessary files to the FBI, Department of Justice, Internal Revenue Service (tax fraud), and other agencies until this abuse of process stops.

**SOLOMON LAW GROUP** refuses to withdraw from their client's representation even though they have broken the Florida Bar's Professional Code of Conduct.

## **XII. ALL STATEMENTS HAVE EVIDENCE AVAILABLE UPON REQUEST**

### 65. Witnesses

[REDACTED]

## **XV. PRIOR CONDUCT**

65. *Oscher v. Solomon Tropp Law Group, P.A. (In re Atl. Int'l Mortg. Co.), 352 B.R. 503* (Solomon provided false testimony and affidavits), this Court stated, "A significant amount of talent, money, and time has been expended on discovery in this proceeding. This Court is satisfied that the conduct of the Solomon Firm and its counsel has been totally devoid of cooperation required by the rules governing discovery, it was even bordering on obstruction. The Solomon Firm and their counsel have fought tooth and nail from the outset of this case to prevent and delay any meaningful discovery. They have responded to the Trustee's legitimate discovery requests with disingenuity, obfuscation, and frivolous claims of privilege..."

### 66. *Prior Attorney Discipline: Stanford Solomon*

- d. Public reprimand closed 12/9/1999
- e. Supreme Court Diversion closed 4/23/2009

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT  
IN AND FOR PASCO COUNTY FLORIDA

FAITH ELYZABETH ANTONIO  
Petitioner(s)

Case: 2022DR004317DRAXWS

-VS-

DANIEL ALAN HILTON GEBERTH  
Respondent(s)

Division: Q3

**FINAL JUDGMENT OF INJUNCTION FOR PROTECTION AGAINST  
REPEAT VIOLENCE (AFTER NOTICE)**

The Petition for Injunction for Protection Against Repeat Violence under Section 784.046, Florida Statutes, and other papers filed in this Court have been reviewed. The Court has jurisdiction of the parties and the subject matter. The term Petitioner as used in this injunction includes the person on whose behalf this injunction is entered.

**It is intended that this protection order meet the requirements of 18 U.S.C. Section 2265 and therefore intended that it be accorded full faith and credit by the court of another state or Indian tribe and enforced as if it were the order of the enforcing state or of the Indian tribe.**

**SECTION I. HEARING**

This cause came before the Court for a hearing to determine whether an Injunction for Protection Against Repeat Violence in this case should be ( X ) issued ( ) modified ( ) extended.

The hearing was attended by: ( X ) Petitioner ( X ) Respondent  
( ) Petitioner's Counsel ( ) Respondent's Counsel

**SECTION II. FINDINGS**

On {date} 10/28/2022, a notice of this hearing was served on Respondent together with a copy of Petitioner's petition to this Court and the temporary injunction, if issued. Service was within the time required by Florida law, and Respondent was afforded an opportunity to be heard.

After hearing the testimony of each party present and of any witnesses, or upon consent of Respondent, the Court finds, based on the specific facts of this case, that Petitioner is a victim of repeat violence.

**SECTION III. INJUNCTION AND TERMS**

**This injunction shall be in full force and effect until either ( ) further order of the Court or ( X ) {date} 1/3/2028. This injunction is valid and enforceable throughout all counties in the State of Florida. The terms of this injunction may not be changed by either party alone or by both parties together. Only the Court may modify the terms of this injunction. Either party may ask the Court to change or end this injunction.**

**Willful violation of the terms of this injunction, such as refusing to vacate the dwelling which the parties share, going to Petitioner's residence, place of employment, school, or other place**

Filed For Record  
Pasco County, Florida  
2023 JAN -4 PM 2: 17  
Kendall Alvarez-Cowles  
Florida Comptroller  
Pasco County, Florida

prohibited in this injunction, telephoning, contacting or communicating with Petitioner, if prohibited by this injunction, or committing an act of repeat violence against Petitioner constitutes a misdemeanor of the first degree punishable by up to one year in jail, as provided by Sections 775.082 and 775.083, Florida Statutes.

Any party violating this injunction shall be subject to civil or indirect criminal contempt proceedings, including the imposition of a fine or imprisonment, and also may be charged with a crime punishable by a fine, jail, or both, as provided by Florida Statutes.

**ORDERED and ADJUDGED:**

1. **Violence Prohibited.** Respondent shall not commit, or cause any other person to commit, any acts of violence against Petitioner, including assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, or false imprisonment, or any criminal offense resulting in physical injury or death. Respondent shall not commit any other violation of the injunction through an intentional unlawful threat, word or act to do violence to the Petitioner.

2. **No Contact. Respondent shall have no contact with Petitioner unless otherwise provided in this section.**

a. Unless otherwise provided herein, Respondent shall have no contact with Petitioner. Respondent shall not directly or indirectly contact Petitioner in person, by mail, e-mail, fax, telephone, through another person, or in any other manner. Further, Respondent shall not contact or have any third party contact anyone connected with Petitioner's employment or school to inquire about Petitioner or to send any messages to Petitioner. Unless otherwise provided herein, **Respondent shall not go to, in, or within 500 feet of:** Petitioner's current residence CONFIDENTIAL or any residence to which Petitioner may move; Petitioner's current or any subsequent place of employment: N/A or place where Petitioner attends school: N/A; or the following other places (if requested by Petitioner) where Petitioner or Petitioner's minor child(ren) go often: N/A

[Initial if applies; write N/A if not applicable]

b.   X   Respondent may not knowingly come within 100 feet of Petitioner's automobile at any time.

c.   X   Other provisions regarding contact: The Respondent must not come within 50 feet of the Petitioner

3. **Firearms.**

[Initial all that apply; write N/A if not applicable]

a.   X   Respondent shall not use or possess a firearm or ammunition.

b.        Respondent shall surrender any firearms and ammunition in the Respondent's possession to the Pasco County Sheriff's Department.

c.        Other directives relating to firearms and ammunition: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. **Mailing Address or Designated E-Mail Address(es).** Respondent shall notify the Clerk and Comptroller of any change in either his or her mailing address, or designated e-mail address(es) within 10 days of the change. All further papers (excluding pleadings requiring personal service) shall be served either by mail or e-mail to Respondent's last known mailing address or

by e-mail to Respondent's designated e-mail address(es). Service shall be complete upon mailing or e-mailing. Rule 12.080, Florida Family Law Rules of Procedure; Section 784.046, Florida Statutes.

5. **Additional order(s) necessary to protect Petitioner from repeat violence:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION IV. OTHER SPECIAL PROVISIONS**

*(This section to be used for inclusion of local provisions approved by the chief judge as provided in Florida Family Law Rule 12.610.)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION V. DIRECTIONS TO LAW ENFORCEMENT OFFICER IN ENFORCING THIS INJUNCTION**

*{Unless ordered otherwise by the judge, all provisions in this injunction are considered mandatory provisions and should be interpreted as part of this injunction.}*

1. **This injunction is valid and enforceable in all counties of the State of Florida.** Violation of this injunction should be reported to the appropriate law enforcement agency. Law enforcement officers of the jurisdiction in which a violation of this injunction occurs shall enforce the provisions of this injunction and are authorized to arrest without a warrant pursuant to Section 901.15, Florida Statutes, for any violation of its provision, which constitutes a criminal act under Section 784.047, Florida Statutes.
2. Should any Florida law enforcement officer having jurisdiction have probable cause to believe that Respondent has knowingly violated this injunction, the officer may arrest Respondent, confine him/her in the county jail without bail, and shall bring him/her before the Initial Appearance Judge on the next regular court day so that Respondent can be dealt with according to law. The arresting agent shall notify the State Attorney's Office immediately after arrest. **THIS INJUNCTION IS ENFORCEABLE IN ALL COUNTIES OF FLORIDA AND LAW ENFORCEMENT OFFICERS MAY EFFECT ARRESTS PURSUANT TO SECTION 901.15(6), FLORIDA STATUTES.**
3. **Reporting alleged violations.** If Respondent violates the terms of this injunction and there has not been an arrest, Petitioner may contact the Clerk and Comptroller of the county in which the violation occurred and complete an affidavit in support of the violation or Petitioner may contact the State Attorney's office for assistance in filing an action for indirect civil contempt or indirect criminal contempt. Upon receiving such a report, the State Attorney is hereby appointed to prosecute such violations by indirect criminal contempt proceedings, or the State Attorney may decide to file a criminal charge, if warranted by the evidence.
4. Respondent, upon service of this injunction, shall be deemed to have knowledge of and to be bound by all matters occurring at the hearing and on the face of this injunction.

5. The temporary injunction, if any, entered in this case is extended until such time as service of this injunction is effected upon Respondent.

DONE AND ORDERED in NEW PORT RICHEY, Florida on 1/3/2023.



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JOSEPH JUSTICE, CIRCUIT JUDGE