

# App. 5

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

**DGP PRODUCTS INC. d/b/a  
NUMERIC RACING**

**Plaintiff,**

**CASE NO:**

**vs.**

**FAITH ELYZABETH ANTONIO**

**Defendants.**

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**COMPLAINT**

COMES NOW, the Plaintiff, **DGP PRODUCTS INC. D/B/A NUMERIC RACING**, by and through the undersigned attorney, sues the Defendants, **FAITH ELYZABETH ANTONIO** and as grounds therefore would state as follows:

**GENERAL ALLEGATIONS**

1. This is an action for Civil Theft, Fraudulent Misrepresentation, Unjust Enrichment and Conversion greater than Thirty Thousand Dollars (\$30,000.00), excluding costs, statutory interest penalties, and attorneys' fees.
2. Defendant Faith Elyzabeth Antonio (hereinafter referred to as "Antonio") is an individual with her permanent residency in Pinellas County, Florida.
3. The cause of action accrued in Pasco County.
4. The property in litigation is in Pasco County.

5. At all times material to this complaint, Defendant, Faith Elyzabeth Antonio, was and is authorized to and actively engaged in business in Pasco County, Florida, and is subject to the jurisdiction of this court.
6. The Plaintiff DGP PRODUCTS INC. is a Florida company which has authority to transact business in the state of Florida.
7. DGP PRODUCTS INC. is the owner of the Fictitious name Numeric Racing.
8. Daniel Geberth (hereinafter "Geberth") is the owner of DGP PRODUCTS INC. and Numeric Racing.
9. All prerequisites to bringing suit have been satisfied.
10. Geberth met Antonio in or about May 26, 2014.
11. Shortly thereafter Antonio began working for DGP Products Inc.
12. Antonio started working full time for Numeric Racing in January of 2015.
13. Antonio's job duties included, but were not limited to, managing accounting, finances, paying bills, answering calls, taking orders and help packaging shipments.
14. Antonio was given access by Numeric Racing to handle finances for business purposes only.
15. Antonio embezzled funds from Numeric racing during the pendency of her employment.
16. Antonio misappropriated funds from Numeric racing during the pendency of her employment.
17. Starting in or about May of 2019 Plaintiff discovered this embezzlement, theft and misappropriation in multiple ways by Defendant.
18. Plaintiff chose to try to figure everything out in an attempt to not allow Defendant to sabotage his business before firing her.

19. On or about August 2019 Antonio made a payment to Innisbrook Golf Resort.
20. Antonio claimed it was for advertising in a golf banner inside a magazine the "Innisbrook Salamander".
21. Plaintiff investigated her claim and found that Antonio forged Daniel Geberth's signature with a stamp.
22. Geberth stated she was not allowed to do that and that he would sign each check individually by hand from thereon out.
23. On or about November 11, 2019 was Defendant's last day working for Plaintiff.
24. On or about November 12, 2019 Plaintiff discovered Defendant had forged an additional check to Innisbrook.
25. Defendant coded in Numeric Racing's accounting software a payment to Uline Packaging and Shipping Supplies.
26. Plaintiff discovered it was for membership fees for Defendant and Defendant's entire family.
27. Plaintiff also discovered there was no such publication as the Innisbrook Salamander Magazine.
28. Plaintiff discovered that Defendant was using Adobe Photo Shop or a similar program to print his signature to checks from the computer.
29. Plaintiff also discovered Defendant was blocking him from seeing her Facebook posts going to Innisbrook, as to not discover her fraud.
30. The total cost to Innisbrook by Defendant was \$3,238.59.
31. On or about November 19, 2019 Plaintiff discovered two forged checks Defendant made out to her benefit.

32. One check for \$125.00 and the other for \$358.00.
33. One check was made out to Ubreakfix (phone repair) and coded in the accounting system as repairs and maintenance.
34. The other check was made out to Fivver.com and coded to computer and internet expense.
35. Additionally, it was discovered Defendant purchased Universal Studios tickets for \$138.45 and coded them as computer and internet expenses.
36. On or about November 19<sup>th</sup>, 2019 it was discovered that Defendant had previously fraudulently opened an "Affirm" account, where you can borrow money for a purchase. She coded that to advertising.
37. The total "Affirm" payment was \$1001.70.
38. On or about December 12<sup>th</sup>, 2019 Plaintiff discovered Defendant had fraudulently opened an Amazon Business Services Account.
39. Defendant was billing the business but sending multiple items, including but not limited to, Cricut arts and craft machine, ride share camera system, vomit bags, Arlo and Ring Camera systems, to her personal address.
40. The amount of fraudulent purchases to Amazon is \$951.19.
41. On or about December 22, 2019 it was discovered that Defendant had been making fraudulent purchases unrelated to the business at Office Depot.
42. Those purchases were including, but not limited to, children's items, computers, gaming chairs, monitors, backpacks.
43. The total amount found to date was \$908.92.
44. On or about December 22, 2019 through December 28, 2019 it was discovered that Defendant had been making fraudulent purchases unrelated to the business at Best Buy.

45. Those purchases were including, but not limited to, a computer hard drive, a soda fizz machine all shipped to her home.
46. The total amount found to date was \$436.38.
47. On our about January 2, 2020 it was discovered that Defendant had been making fraudulent purchases unrelated to the business at Vista Print.
48. Those purchases were including, but not limited to, flyers and business cards for her brother.
49. The total amount found to date was \$86.47.
50. On our about January 4, 2020 it was discovered that Defendant had been making fraudulent purchases unrelated to the business at Targets all around the Trinity, Palm Harbor and Boot Ranch areas.
51. Those purchases were including, but not limited to, groceries, fake nails and lashes, pedometer and were all coded to expenses.
52. On our about January 4, 2020 it was discovered that Defendant had been making fraudulent purchases unrelated to the business to pay for her 02-02-2018 rent.
53. The total amount found to date was \$1957.26
54. The expense was coded to a vendor, Welltek.
55. On our about January 6, 2020 it was discovered that Defendant had been making fraudulent purchases since 2015 unrelated to the business with Quill.com.
56. Those purchases were including, but not limited to, garbage bags, toilet paper, computer monitors, thermostat, paper trimmer, school supplies and 1000 2inch by 2inch zip lock baggies (the type used by drug dealers).
57. The total amount found to date was \$1247.98.

58. On or about January 6, 2020 it was discovered that Defendant had been making fraudulent purchases unrelated to the business to her credit cards with Best Buy, Credit One Bank and Merrick Bank.
59. Those purchases were including, but not limited to, paying off her balances with Numeric Racing funds.
60. The total amount found to date was \$12,833.98. They were coded to vendors, no payee or as an expense.
61. On or about January 6, 2020 it was discovered that Defendant had been making fraudulent purchases unrelated to the business to her credit cards with her renters' insurance.
62. She coded it as an insurance expense.
63. On or about January 17, 2020 it was discovered that Defendant had been making fraudulent purchases unrelated to the business on the business American Express Credit Card.
64. Those purchases were including, but not limited to, Carnival Cruise, Airline tickets, hotel rooms, restaurants, groceries and clothing stores.
65. The total amount found to date was \$10072.28.
66. On or about January 20, 2020 it was discovered that Defendant had been making fraudulent purchases unrelated to the business to her credit cards to Adobe systems.
67. Those purchases were including, but not limited to, software and images.
68. The total amount found to date was \$1315.45.
69. On or about January 6, 2020 it was discovered that Defendant had been making fraudulent purchases unrelated to the business from a false PayPal account.
70. Defendant made a false purchase from that PayPal account.

71. On or about March 1, 2020 it was discovered that Defendant had been making fraudulent purchases unrelated to the business to her credit cards with Fivver.com.
72. Those purchases were including, but not limited to, purchases for Comfy Critters business, storage and design work.
73. On or about March 23, 2020 it was discovered that Defendant had made fraudulent purchases out of the PayPal account to her sister on July 8, 2016 for \$480.00. Discovery is ongoing as to the PayPal account for more illegal purchases.
74. On or about March 27, 2020 it was discovered that Defendant had been making fraudulent purchases unrelated to the business to BMG modeling agency in Orlando.
75. On June 18, 2015 and June 23, 2015, the payment came from Plaintiff Synovus Bank account.
76. The total amount found to date was \$5000.00.
77. Further, Plaintiff discovered between 2015 and 2016 Defendant make fraudulent payments on the Synovus Bank Statements for \$18,920.81. Discovery is still ongoing.
78. Those purchases were including, but not limited to, paying off her balances with Numeric Racing funds.
79. The total amount found to date was \$12,833.98. They were coded to vendors, no payee or as an expense.
80. The total amount discovered to date from all theft and fraudulent purchases total \$136,886.31.
81. A list of known companies and amounts are attached as **EXHIBIT A**.
82. A copy of some of the receipts to date and printouts showing said purchases are attached as Composite **EXHIBIT B**.



83. Plaintiff believes there are more purchases and discovery are still ongoing.
84. Defendant never had authority or permission to make any of the above stated purchases.
85. Defendant made these purchases solely for her own self-interest.
86. Defendant's purchases constitute theft from Plaintiff.
87. Plaintiff has suffered economic losses based on Defendant's wonton disregard.
88. Defendant is willfully refusing to return Plaintiff's property.

**COUNT I: CIVIL THEFT VIOLATION OF§ 772.11, F.S.**

89. NUMERIC RACING restates, realleges, and incorporates by reference Paragraphs 1 through 88 of this Complaint as if fully set forth herein.
90. This is an action for civil theft pursuant to Section 772.11, Florida Statutes.
91. Plaintiff asserts that the ANTONIO wrongfully obtained a total of \$136,886.31 from NUMERIC RACING with numerous payments listed in the above cited paragraphs and the attached list attached as EXHIBIT A to the Complaint.
92. NUMERIC RACING has not been reimbursed by Antonio to date.
93. NUMERIC RACING asserts that these monies were wrongfully retained by ANTONIO because ANTONIO obtained the funds by fraud and misrepresentation.
94. ANTONIO misrepresented her intention for employment in order to obtain funds from NUMERIC RACING, thereafter converting the funds for ANTONIO'S own personal use and harming NUMERIC RACING's business.

95. ANTONIO obtained NUMERIC RACING's funds by fraud, willful misrepresentation of a future act, or false promise.
96. ANTONIO did not use NUMERIC RACING's funds for the purposes stated by ANTONIO, have converted the funds for their own personal use, and have refused to return said funds to NUMERIC RACING.
97. ANTONIO did unlawfully and knowingly use or endeavor to use NUMERIC RACING's money and did knowingly deprive or endeavor to deprive NUMERIC RACING of his money with intent to temporarily or permanently deprive NUMERIC RACING of his right to the money and benefit thereof, all for ANTONIO'S own use, or the use of any person not entitled thereto, in violation of Section 812.014, Florida Statutes.
98. NUMERIC RACING has suffered damages in the amount of \$136,886.31 as the result of the ANTONIO actions.
99. Thus, within the meaning of Section 812.014, Florida Statutes, ANTONIO knowingly obtained or used, or endeavored to obtain or to use, the sum of \$136,886.31, the property of NUMERIC RACING, solely to be used for personal use, with felonious intent to either temporarily or permanently deprive NUMERIC RACING of his right to or benefit to the said \$136,886.31, or to appropriate the said \$136,886.31 for their own benefit or persons not entitled to said funds belonging to NUMERIC RACING.
100. Pursuant to Florida Statute §772.11, NUMERIC RACING made a final written statutory demand for his property on February 5, 2020 for

\$100,000.00. A copy of the statutory demand sent to the ANTONIO and is attached hereto as **Exhibit "C"**

101. To date, and despite demand by NUMERIC RACING, ANTONIO have failed to return NUMERIC RACING's property.
102. As a direct and proximate cause of the ANTONIO' unlawful actions, NUMERIC RACING was and continues to be deprived of his right to his property and the benefit therefrom, and has suffered damages in the minimum amount of \$136,886.31.
103. Pursuant to Florida Statute §772.11, NUMERIC RACING is entitled to treble damages in the minimum amount of \$300,000.00 for the theft of his money committed by the ANTONIO.
104. As a direct result of the ANTONIO depriving NUMERIC RACING of his right to possess and enjoy his money and the benefit therefrom, and ANTONIO'S continuing failure and refusal to return NUMERIC RACING's property, NUMERIC RACING was required to retain counsel and is obligated to pay his counsel a fee.
105. NUMERIC RACING is entitled to an award of attorneys fees pursuant to Fla. Stat. §772.11.

**WHEREFORE**, Plaintiff, **DGP PRODUCTS INC. d/b/a NUMERIC RACING**, demands judgment in his favor and against the Defendant, **FAITH ELYZABETH ANTONIO**, as follows:

- A. Treble damages in the amount of \$300,000.00;
- B. Pre-judgment interest from the date each of the four checks were paid;

C. Attorney's fees and costs incurred in this matter;

D. Any other and further relief this court deems proper.

**COUNT II: FRAUDULENT MISREPRESENTATION**

106. PLAINTIFF restates, realleges, and incorporates by reference Paragraphs 1 through 88 of this Complaint as if fully set forth herein.

107. ANTONIO intentionally made false statements to NUMERIC RACING concerning her intent to work for him, inducing NUMERIC RACING to allow book-keeping duties having him remit \$136,886.31 to ANTONIO, undenounced to him.

108. Specifically, on or about 2015 through 2019, NUMERIC RACING made payments to ANTONIO including, but not limited to those payments in EXHIBIT A.

109. Before making these payments, ANTONIO had represented to Plaintiff she was only making business purchases.

110. The representations were made for the purpose of inducing NUMERIC RACING to allow ANTONIO to hide her illegal activities and purchases.

111. The representations were false and were known by ANTONIO to be false at the time they were made as NUMERIC RACING had given full control over book keeping to her.

112. ANTONIO intended that NUMERIC RACING would rely on her false statements.

113. NUMERIC RACING did in fact rely on ANTONIO'S false statements

as evidenced by bank statements evidencing payments of \$136,886.31 solely for the benefit of ANTONIO.

114. The false statements by ANTONIO is the legal cause of NUMERIC RACING's damages in the amount of \$136,886.31 because ANTONIO scammed such funds from NUMERIC RACING with no intent to actually benefit Numeric Racing..
115. NUMERIC RACING is obligated to pay NUMERIC RACING's attorney a reasonable fee for the attorney's services.

**WHEREFORE**, Plaintiff, NUMERIC RACING, demands judgment in his favor and against the Defendant, FAITH ANTONIO, as follows:

- A. Judgement against the Defendants in the sum of \$136,886.31;
- B. Pre-judgment interest from the date each of the checks and expenses were paid;
- C. Attorney's fees and costs incurred in this matter;
- D. Any other and further relief this court deems proper.

**COUNT III-**  
**UNJUST ENRICHMENT**

116. Plaintiff re-alleges Paragraphs 1 through 88, as if fully set herein.
117. This is an action brought by the Plaintiff against Defendant pursuant to common law for unjust enrichment.
118. As a result of the conduct described herein, has retained possession of the items in question to which they were not entitled.
119. As a consequence of the acts set forth above, Defendants were unjustly enriched at the

expense of the Plaintiff in an amount of \$136,886.31.

120. In equity and good conscience, Defendant should not be permitted to retain the item and monies wrongfully received from the Plaintiff.

**WHEREFORE**, Plaintiff demands that judgment be entered in favor of the Plaintiff against Defendant, as follows:

- A. Return of the items to Plaintiff by Defendant as a result of the improper possession.
- B. Payment of \$136,886.31.
- C. Prejudgment interest.
- D. Costs associated with this suit.
- E. For such other and further relief as the Court deems just and equitable.

**COUNT IV- CONVERSION**

121. Plaintiff re-alleges Paragraphs 1 through 88, as if fully set herein.
122. As a result of Defendant(s) failure to pay payments or other equivalent payments to Plaintiff, Defendants has permanently or indefinitely deprived Plaintiff of his property.
123. Plaintiff has requested Defendants make his agreed upon payment, however Defendants refuses and has denied Plaintiff access to his property.

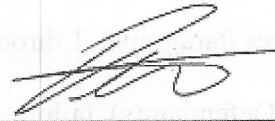
**WHEREFORE**, Plaintiff requests judgment be entered in his favor, against Defendant, awarding:

- A. \$136,886.31
- B. Special damages
- C. injunctive relief

- D. Costs of suit.
- E. Attorney's Fees.
- F. Witness fees.
- G. Compensatory damages
- H. Interest
- I. The property be sold at auction with the proceeds to Plaintiff.
- J. Any other relief this Court deems just and proper.

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that a true and correct copy of the foregoing has been provided along with the Summons and Complaint/Demand for Judgment.



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