

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
CIVIL DIVISION**

DISCOVER BANK,

Plaintiff

v.

EVAN S. GUTMAN,

Defendant, Pro Se

CASE NUMBER:

50-2019-CA-013570-XXXX-MB

**DEFENDANT'S MOTION TO VACATE
VOID AND UNENFORCEABLE COUNTY COURT
ORDER and FOR RECONSIDERATION OF
PLAINTIFF'S MOTION TO COMPEL ARBITRATION**

MOTION

Defendant Evan Gutman, JD, CPA, Moves the **CIRCUIT Court** for an Order Vacating the VOID and UNENFORCEABLE Order of the **COUNTY Court** improperly issued by **CIRCUIT** Judge G. Joseph Curley, Jr. on July 22, 2021. The grounds are as follows:

1. This case is not within the Jurisdiction of the County Court, but instead the Circuit Court, so there can be no valid County Court Order of any nature, in the matter. No Court Order has ever been issued transferring jurisdiction of this case.
2. Judge Curley was not a County Court Judge when he issued the County Court Order. Having been neither elected, nor appointed to the position of County Court Judge he lacked judicial power at that time to issue ANY County Court Order.
3. Plaintiff's Motion to Compel Arbitration was filed in the wrong Court, since the Circuit Court had jurisdiction of the case, not the County Court. Accordingly, Plaintiff's Motion should not even have been considered by the Circuit Court, and their filing should not even have been accepted by the Court Clerk.
4. Judge Curley arrived approximately 15 minutes late to the Hearing giving rise to the Void and Unenforceable County Court Order. Judge Curley deprived Defendant, who **TIMELY APPEARED** when the Hearing was scheduled, of his Legitimate Due Process Right to be Heard. **The subject Court Order misrepresents what actually transpired.**
5. The subject County Court Order improperly dismissed Defendant's Counterclaim. Pursuant to Fl. Stat. 682.03(7) when Arbitration is Ordered, a "competent" Circuit Court Judge should "STAY" the Counterclaim, rather than Dismissing it.
6. Plaintiff's Counsel was not legally Counsel of Record at the time they filed their Motion to Compel Arbitration and therefore their Motion should not have been considered at all.

RELEVANT FACTS and ARGUMENT

As shown by Exhibit 1, on July 22, 2021, the County Court for the 15th Judicial Circuit issued a Court Order in the case of Discover Bank v Evan S. Gutman, granting Plaintiff's Motion to Compel Arbitration of Counterclaim. The problem is this case is not within the Jurisdiction of the County Court, but instead is within the Jurisdiction of the Circuit Court for the 15th Judicial Circuit. Pursuant to Fl. Stat. 34.01(c)(1), for cases filed prior to December 31, 2019, the County Court only has jurisdiction if the amount in controversy does not exceed \$ 15,000. This case exceeds such. The problem is exacerbated by the fact the County Court Order was signed by Circuit Judge G. Joseph Curley, Jr. Similar to the fact that this case is not within the Jurisdiction of the County Court, Judge Curley himself was not even a County Court Judge and thus lacked judicial authority to issue any County Court Order in any case at that time. As shown by Exhibit 16 herein, it was not until September 1, 2021 that Chief Judge Glenn D. Kelley issued an Administrative Order providing authority for Circuit Judges to issue County Court Orders. Thus, it is inescapable Judge Curley did not have such authority on July 22, 2021, when he signed the subject Court Order. **FN 1** The matter is further complicated by the fact the County Court Order improperly dismissed the Counterclaim, rather than "Staying" the proceedings related to it. As shown by Exhibit 2, pursuant to Fl. Stat. 682.03(7), when a Court orders arbitration, the related judicial proceeding shall be Stayed, **not** Dismissed.

FN 1 The constitutional legitimacy and legality of Chief Judge Kelley's Administrative Order itself rests on dubious and "shaky" legal grounds. Specifically, Florida law provides for the appointment and election of Judges. The concept is based upon the premise that Judges do not get to choose their fellow Judges. It is highly questionable as to whether one single Chief Judge may circumvent Florida's entire Judicial selection process on a unilateral basis. That point however, while preserved for review if necessary, does not seem to be relevant to this motion, since the September 1, 2021 Administrative Order was not even in effect on July 22, 2021 when Judge Curley signed the subject VOID Court Order.

The subject VOID Court Order was drafted by Plaintiff's Counsel, Burr & Forman and then submitted to Judge Curley for signature. It appears Judge Curley blindly relied upon their negligently prepared Court Order without sufficient review and just signed it. That point itself is exacerbated by the fact, that as shown by Exhibit 3, Defendant even informed Burr & Forman, LLP, he did not agree to the Form of the Order. Burr & Forman, LLP then expressly informed Judge Curley in writing that Defendant did not agree to the Form of the Order in their letter accompanying submission of the Order. (See Exhibit 3 attached). Thus, we have a situation here where a national law firm that represents it has 19 locations employing approximately 350 attorneys, which appears to have had at least 5 legal professionals working on this case, carelessly submits a defective Court Order to a Circuit Judge for signature. Not one of those legal professionals adequately reviewed the one page incompetently drafted Order. The Judge then just blindly relied on their work and affixed his signature, even though he was expressly informed in writing by the law firm itself, Defendant did not agree to the Form of the Court Order.

The fact Judge Curley did not adequately or carefully review a short One Page Court Order that he personally is now responsible for, raises legitimate and justiciable issues as to whether he performed a competent and careful review of Defendant's timely filed Opposition documents opposing the Motion to Compel Arbitration. In those documents (which notably were submitted to the proper Court) Defendant presented articulate, well-crafted, appropriate legal arguments, with respectful legal analysis, all apparently just ignored by the Court. **FN 2**

FN 2 - Defendant respectfully notes there are facts warranting consideration of the existence of possible actual bias on the part of Judge Curley. More specifically, as shown by Exhibits 14 and 15, Defendant understands prior to becoming a Circuit Judge; he was a Shareholder and on the Governing Committee of the large law firm Gunter, Yoakley and Stewart. As shown by Exhibit 15, that firm focuses in large part on **so-called "CREDITOR RIGHTS."** As indicated by Exhibit 14 (his Biographical write-up published by the Palm Beach County Bar Association) Defendant understands he worked there for 32 years; was a Shareholder of the Firm and on its Governing Committee. Presumably, during that time he developed close personal friendships with "Creditor Rights" attorneys still working there, who have a vested financial interest in rulings Judge Curley renders in this litigation. And of course, it is quite likely many of the "**Creditor Rights**" attorneys at that law firm may have supported him and/or provided him with assistance in obtaining his seat on the bench.

Defendant now addresses the matters giving rise to the VOID Court Order to compel arbitration. The Order resulted from a "so-called" Hearing that transpired on July 16, 2021. As shown on Exhibit 1, the VOID Court Order, submitted by Counsel states (emphasis added):

"This Court heard Discover Bank's Motion to Compel Arbitration of Counterclaim on July 16, 2021. The **hearing began at 11:15 a.m. and continued until 11:21 a.m., during which time Mr. Evan S. Gutman did not appear.**"

The foregoing characterization submitted by Burr & Forman, LLP, is substantially misleading at best. Taken as a whole, the communicative message viewed in conjunction with actual relevant facts, must fairly be construed as a nefarious attempt by Burr & Forman, LLP to deceive any legitimate reader of the Court Order **The following is what actually transpired.**

As shown by Exhibit 4, the Hearing was **NOT** scheduled to begin at 11:15 a.m. The Hearing was scheduled to begin at 11:00 a.m. Judge Curley is the one who arrived late and he is the one who started the Hearing late. Defendant signed on to Zoom at approximately **10:53 am** (give or take a few minutes). The computer screen showed a message indicating we were waiting for the host to start the meeting. As shown by **Exhibit 5**, Defendant's phone bill confirms that at approximately **11:07 am**, not yet having been admitted, Defendant called Judge Curley's chambers and the phone was answered by a person who Defendant understands was the Judicial Assistant (JA). **The JA indicated the Judge was running late and would admit Defendant to the meeting shortly.** Defendant politely indicated that was fine. Defendant then turned off his cell phone and remained at the computer screen; because cell phones are supposed to be off during a court hearing. At approximately **11:23 am**, still not yet having been admitted into the Zoom Hearing, (notwithstanding his computer screen indicating he was waiting for the host to admit him), Defendant turned his cell phone back on. Defendant saw an email from Lucille Kilgallon (Defendant understands she is the JA). As shown by **Exhibit 6**, her email, sent at approximately **11:16 am**, indicated the Court was waiting for Defendant to join the

hearing. As shown by **Exhibit 5**, Defendant then called the Judge's Chambers a second time at approximately **11:24 am**, but only got an answering machine. Defendant left a voicemail indicating his computer screen showed he was waiting for the host to let him in the Zoom meeting. As shown by Exhibit 6, at approximately **11:26 am**, Defendant sent an email to Lucille stating "**My screen says waiting for hist to start this meeting.**" (**Defendant misspelled "host" as "hist"**). As shown by **Exhibit 7**, at **11:27 am**, Defendant sent another email stating his phone number of 201-400-6459. Defendant then tried to log in to Zoom anew several times, but it indicated that it would not connect at all. This apparently was because the so-called "Hearing" had ended already. As shown by **Exhibit 5**, at approximately **11:34 am**, Defendant called the Judge's Chambers a third time. The JA indicated the Judge did not see him in the meeting room and had granted Plaintiff's Motion. **Defendant asked the JA if she had told Judge Curley that he called earlier, and the JA confirmed she had done so.**

It is not known whether Judge Curley actually did see Defendant in the Zoom meeting room and intentionally did not admit him to the Zoom Hearing; **OR** whether the Judge in error genuinely did not see the Defendant and thus erred in not admitting him; **OR** in the Third Alternative whether there was some type of a genuine computer issue on either side precluding Defendant from being seen or being present in the meeting room even though his computer screen indicated he was waiting for the host to admit him.

However, what is known is Defendant spoke with the JA at approximately **11:07 a.m.** and so they clearly knew Defendant had timely appeared, contrary to the general communicative message in the issued Court Order. Also, **the Judge who himself was 15 minutes late in starting the hearing,** waited only 6 minutes for the issue to be resolved, before ruling in Plaintiff's favor. That constitutes a deprivation of Defendant's due process rights. Very "Uncivil" and "Impolite" on the part of Judge Curley. Particularly considering the critical dispositive nature

of the subject motion. It is well-known, Courts regularly wait for "well- connected " attorneys or reschedule hearings when legitimate reasonable grounds exist.

ADDITIONAL REASONS FOR RECONSIDERATION

A trial court has inherent discretionary power to reconsider any order entered prior to the rendition of final judgment in the cause. (See Panama City General Partnership v Godfrey Panama City Investment, LLC, 109 So.3d 291, First DCA (2013) citing City of Hollywood v Cordasco, 575 So.2d 301, 302 (Fla. 4th DCA 1991); and Monte Campbell Crane Co. Inc. 510 So.2d 1104 (Fla. 4th DCA 1987).) Additionally, denial of a motion for reconsideration is reviewable for abuse of discretion. (See Panama City General Partnership v Godfrey Panama City Investment, LLC 109 So.3d 291, First DCA (2013).

Defendant now reiterates the first argument he presented in his original Opposition to the Plaintiff's Motion to Compel Arbitration, which was submitted to the Court on November 27, 2020. Specifically, incompetent (albeit "tricky") Counsel of **Burr & Forman LLP** were not even legally Counsel of Record for Discover Bank, N.A. at the time they filed the Motion to Compel Arbitration. Accordingly, they completely lacked legal authority to file the Motion in the first place and this Court should not countenance an illegally filed Motion. To do so, places in serious jeopardy Florida State Bar Unauthorized Practice of Law Prohibitions (UPL). The applicable facts are as follows:

As shown by Exhibit 8 attached, on October 15, 2020, Plaintiff's predecessor Counsel Zwicker and Associates, P.C. (now substituted out of the case due to their own incompetency) filed a Motion for Enlargement of Time to Respond to Defendant's Counterclaim. The stated reason was as follows (emphasis added) (Exhibit 8 attached):

"The undersigned has been made aware today that new counsel for Plaintiff **will be substituting** into this case, and that Plaintiff will require additional time to preserve and respond to Defendant's counterclaim."

One day later, the law firm of Burr & Forman LLP filed a Notice of Appearance of Counsel. While the statement in Zwicker's Motion provides notice new counsel "**will be substituting** into this case," it does not constitute a Substitution of Counsel itself (nor does the Burr & Forman Notice of Appearance). This is because neither of those filings are in conformity with Fl. Judicial Admin. Rule 2.505 (e). As shown by Exhibit 10 herein, that Rule states :

"(e) Appearance of Attorney. An attorney may appear in a proceeding in any of following ways:

(1) By serving and filing, on behalf of a party, **the party's first pleading** or paper in the proceeding.

(2) By substitution of counsel, but **only by order of court and with written consent of the client, filed with the court.** . . .

(3) By filing with the court and serving upon all parties a notice of appearance as **counsel for a party that has already appeared in a proceeding pro se.** . . ."

The analysis is as follows. Counsel, Burr & Forman LLP, failed Prong (e)(1) of the rule because it was not Discover Bank's first pleading. Counsel failed Prong (e)(2) of the rule because there was no substitution of counsel ordered by the Court on record at that time, and additionally because Counsel failed to file any written consent from their client. Counsel failed Prong (e)(3) because Discover Bank had never been Pro Se in the litigation.

As shown by Exhibit 9, on November 12, 2020, Counsel, Burr & Forman, LLP filed Plaintiff's Motion to Compel Arbitration. By doing so, Counsel totally ignored the expressly stated requisites set forth by the Florida State Supreme Court in Rule 2.505(e). Apparently, Counsel decided in arrogance their intent to file a motion was more important than what the State Supreme Court rule mandates. That will likely prove to be a costly decision on the part of Burr & Forman, LLP, which in turn will promote increased respect for judicial rules by debt collector and so-called "creditor rights" law firms. Quite notably, as shown by Exhibit 9(a) Burr & Forman's defective Motion to Compel Arbitration, similar to the negligent Court Order they drafted was also filed in the wrong Court. Put simply, as the exhibit shows **they filed the**

Motion itself in the County Court, rather than the Circuit Court. The Circuit Court, not the County Court, had jurisdiction of the case at that time and a valid Counterclaim was pending in the Circuit Court. That is an additional reason why Burr & Forman's motion never should have even been considered in the first place by this Court. It also diminishes any assertion on their part such was a one-time inadvertent error. Put simply, they likely have been filing Motions in the wrong Courts in many debt collection cases in Florida for some time now. It appears to be a systemic problem at their firm that has likely affected a massive multitude of litigants.

As shown by Exhibit 11, it was not until December 4, 2020, approximately 3 weeks after Burr & Forman, LLP filed their Motion; that Judge Curley's predecessor; the Honorable Cymonie Rowe issued a Court Order that actually approved the Substitution of Counsel. Put simply, on November 12, 2020 the day Burr & Forman, LLP filed their Motion, they were not legally Counsel of Record and therefore not legally entitled to file that Motion. Accordingly, this Court should not have considered the Motion at all, as indicated in Defendant's Opposition filed on November 27, 2020. Doing so, jeopardizes Florida Bar UPL prohibitions.

Should this Court allow Plaintiff's illegally filed Motion to be granted, this Court would be arrogantly elevating itself above the Florida Supreme Court, just like Burr & Forman, LLP indicated it is their belief they are above properly enacted Judicial Procedural Rules. **FN 3**

FN 3 - Known in legal terminology as the "Invidious Application of the Procedure / Substance Dichotomy, the matter is best explained as follows. It has been an unfortunate predicate throughout history when rules are broken, they tend to be broken in favor of the Strong, rather than the Weak. The entire concept of enacting rules in any society, sports game, or market is to equalize the playing field. By having rules, everyone is supposed to know the manner in which an event or controversy will be played or handled. By having rules within the context of litigation, the goal is to equalize the rich with the poor, the strong with the weak, those who know powerful people with those who don't know powerful people. The intended concept of having rules is no one gains an unfair advantage by doing things in an "informal" manner. The dichotomy between liberal and strict interpretation of rules to fit self-interested goals has its roots in the related dichotomies of procedure versus substance, and rules versus standards. What if the rule is always applied to the weak, but decision-makers consistently determine "reasonable cause" exists when those who are strong do not comply with the rule? When this occurs, the rule designed to implement "Justice" instead became the exact tool to cause "Injustice." Intended to equalize the playing field, the rule itself became the precise implement to "**RIG**" the playing field.

Lastly, pursuant to FRCP 1.130(b) Defendant hereby incorporates by reference all other matters previously delineated in his Opposition to Compel Arbitration filed November 27, 2020, and his Supplemental Response filed on June 21, 2021. As indicated by Exhibits 12 and 13 herein, a copy of this Motion is being sent to the Florida Judicial Qualifications Commission and the Florida State Bar Unauthorized Practice of Law Committee, for informational purposes. **FN 4**

FN 4 - Interestingly, Defendant wrote his Law School Thesis in 1994 on the topic of the "Unauthorized Practice of Law," and is quite well-versed on the issue. Certain legitimate UPL prohibitions are in fact, the foundation of the entire legal monopoly. In turn, the legitimacy of UPL prohibitions focuses on two elements. **FIRST**, is the need to protect the general public from provision of incompetent legal services by Nonattorneys. **SECOND**, is the intricate relationship between the Speech / Conduct Dichotomy of First Amendment law, which grants a more substantial right to government to regulate Conduct, compared to Pure Speech. Suffice it to say, the Debt Collector and so-called "Creditor Rights" law firms of Burr & Forman, LLP, and their predecessor Zwicker & Associates, P.C. (now substituted out due to their own incompetency) raises significant issues regarding the legitimacy of the competency argument. Put simply, the question is whether so-called "Creditor Rights" law firms represent a massive threat to UPL prohibitions. Accordingly, a copy of this motion has been sent to the Florida State Bar UPL Committee for consideration, so they may give consideration to the "Competency" dilemmas presented by widespread intentional disregard of judicial rules by Debt Collector attorneys and so-called "Creditor Rights" law firms. See **Exhibit 12**.

Based on the foregoing, Defendant requests the Court VACATE the VOID and UNENFORCEABLE Court Order to Compel Arbitration, and upon Reconsideration DENY Plaintiff's Motion to Compel Arbitration on grounds including, but not limited to, the Motion was submitted to the Wrong Court, and the Court Order was issued by the Wrong Court. Interestingly, Plaintiff currently has pending a so-called "Renewed" Motion for Summary Judgment that Counsel at Burr & Forman, LLP also submitted to the Wrong Court.

Submitted most humbly and graciously this 20th day of January, 2022.



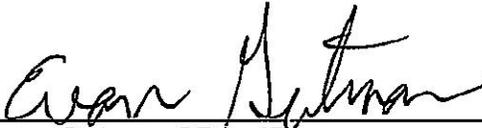
Evan Gutman JD, CPA
Member State Bar of Pennsylvania
Member District of Columbia Bar
Admitted to Federal Ninth Circuit Court of Appeals
Admitted to Federal Sixth Circuit Court of Appeals
1675 NW 4th Avenue, #511
Boca Raton, FL 33432
561-990-7440

CERTIFICATE OF SERVICE

I Evan Gutman, hereby Certify a true copy of the foregoing was sent electronically and via US Mail on this 20th day of January, 2022 addressed as follows to :

Burr & Forman LLP
Attn: Sarah R. Craig, Esq.
201 N. Franklin Street, Suite 3200
Tampa, FL 33602

DATED this 20th day of January, 2022.



Evan Gutman CPA, JD
Member State Bar of Pennsylvania
Member District of Columbia Bar
Admitted to Federal Sixth Circuit Court of Appeals
Admitted to Federal Ninth Circuit Court of Appeals
Florida Certified Public Accountant

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IN THE COUNTY COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
CIVIL DIVISION

DISCOVER BANK,

Plaintiff,

vs.

CASE NO.: 50-2019-CA-013570-XXX-MB

EVAN S. GUTMAN,

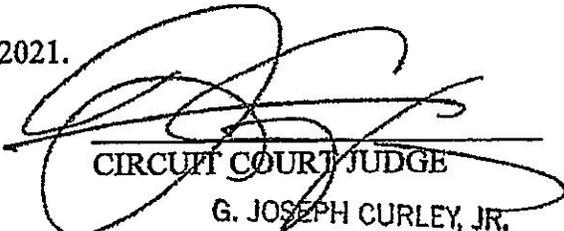
Defendant,

**ORDER GRANTING DISCOVER BANK'S
MOTION TO COMPEL ARBITRATION OF COUNTERCLAIM**

This Court heard Discover Bank's Motion to Compel Arbitration of Counterclaim on July 16, 2021. The hearing began at 11:15 a.m. and continued until 11:21 a.m., during which time Mr. Evan S. Gutman did not appear.

The Court has reviewed Discover Bank's Motion to Compel Arbitration of Counterclaim, Gutman's responses in opposition, and Discover Bank's reply. IT IS HEREBY ORDERED AND ADJUDGED that Discover Bank's Motion to Compel Arbitration of Counterclaim is GRANTED. Gutman's Counterclaim is dismissed pending arbitration.

So ordered this *22* day of July, 2021.


CIRCUIT COURT JUDGE

G. JOSEPH CURLEY, JR.

EXHIBIT 2

Select Year: 2021 The 2021 Florida Statutes

Title XXXIX
COMMERCIAL RELATIONS

Chapter 682
ARBITRATION CODE

[View Entire Chapter](#)

682.03 Proceedings to compel and to stay arbitration.—

(1) On motion of a person showing an agreement to arbitrate and alleging another person's refusal to arbitrate pursuant to the agreement:

(a) If the refusing party does not appear or does not oppose the motion, the court shall order the parties to arbitrate.

(b) If the refusing party opposes the motion, the court shall proceed summarily to decide the issue and order the parties to arbitrate unless it finds that there is no enforceable agreement to arbitrate.

(2) On motion of a person alleging that an arbitration proceeding has been initiated or threatened but that there is no agreement to arbitrate, the court shall proceed summarily to decide the issue. If the court finds that there is an enforceable agreement to arbitrate, it shall order the parties to arbitrate.

(3) If the court finds that there is no enforceable agreement to arbitrate, it may not order the parties to arbitrate pursuant to subsection (1) or subsection (2).

(4) The court may not refuse to order arbitration because the claim subject to arbitration lacks merit or grounds for the claim have not been established.

(5) If a proceeding involving a claim referable to arbitration under an alleged agreement to arbitrate is pending in court, a motion under this section must be made in that court. Otherwise, a motion under this section may be made in any court as provided in s. 682.19.

(6) If a party makes a motion to the court to order arbitration, the court on just terms shall stay any judicial proceeding that involves a claim alleged to be subject to the arbitration until the court renders a final decision under this section.

(7) If the court orders arbitration, the court on just terms shall stay any judicial proceeding that involves a claim subject to the arbitration. If a claim subject to the arbitration is severable, the court may limit the stay to that claim.

History.—s. 2, ch. 57-402; s. 12, ch. 67-254; s. 8, ch. 2013-232.

Note.—Former s. 57.12.

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BURR.COM

July 21, 2021

The Honorable G. Joseph Curley
Judge Daniel T. K. Hurley Courthouse
205 North Dixie Hwy.
West Palm Beach, FL 33401

Re: **Discover Bank v. Evan S. Gutman**
Case No. 2019-CA-013570

Dear Judge Curley:

Enclosed please find Discover Bank's proposed Order Granting Motion to Compel Arbitration of Counterclaim. Mr. Gutman did not agree to the form of the proposed order.

Thank you in advance. Please do not hesitate to contact us if you have any questions.

Very truly yours,

/s/ Sarah R. Craig

Sarah R. Craig

Enclosures

Cc: Evan S. Gutman

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION AI
CASE NO. 50-2019-CA-013570-XXXX-MB

DISCOVER BANK,
Plaintiff/Petitioner

vs.

EVAN S GUTMAN,
Defendant/Respondent.

ORDER SETTING SPECIAL SET HEARING
(Cancels hearing set on May 20, 2021)

The following matters have been specially set for hearing before Judge G. Joseph Curley Jr. in Courtroom 10H, Palm Beach County Courthouse, 205 North Dixie Highway, West Palm Beach, FL 33401. The hearing will be conducted electronically via Zoom, using the following information:

MEETING ID # 882 4474 2921
<https://us02web.zoom.us/j/88244742921>

Dial-in Information

+1 8884754499 US Toll-Free
+1 8778535257 US Toll-Free

DATE: Friday, July 16, 2021

TIME: 11:00 AM (30 minutes reserved)

MATTERS: Motion to Compel Arbitration, 2021-02-09, Plaintiff/Petitioner

THIS MOTION IS SPECIALLY SET AND CANNOT BE CANCELED OR RESET EXCEPT BY COURT ORDER.

IT IS THE INTENT OF THIS COURT TO DISPOSE OF THE SUBJECT MATTER OF THE SPECIALLY SET MOTION ON THE DATE AND TIME APPEARING ABOVE. Accordingly, all counsel or self-represented parties must either: (1) be present by Zoom conference at the hearing or (2) submit an Agreed Order disposing of the motion at least 48 business hours prior to the hearing.

AT LEAST FIVE (5) DAYS PRIOR TO THE HEARING, THE PARTIES SHALL SUBMIT HARD COPIES OF ALL MOTIONS, RESPONSES, EXHIBITS THERETO, MEMORANDA (WHICH SHALL NOT EXCEED TEN (10) DOUBLE SPACED PAGES), AND CASE AUTHORITY (WHICH MUST BE TABBED WITH PERTINENT SECTIONS HIGHLIGHTED) DIRECTLY TO MY OFFICE. THE SUBMISSIONS SHALL INDICATE



Evan Gutman

iPhone 7 Plus

Talk activity (cont.)

Date	Time	Number	Origination	Destination	Min.	Airtime Charges	LD/Other Charges	Total
Jul 15	[REDACTED]	[REDACTED]	Boca Raton, FL	[REDACTED]	2	--	--	--
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Jul 15	[REDACTED]	[REDACTED]	Boca Raton, FL	[REDACTED]	3	--	--	--
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Jul 15	[REDACTED]	[REDACTED]	Boca Raton, FL	[REDACTED]	10	--	--	--
Jul 15	[REDACTED]	[REDACTED]	Boca Raton, FL	[REDACTED]	5	--	--	--
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Jul 15	[REDACTED]	[REDACTED]	Boca Raton, FL	[REDACTED]	9	--	--	--
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Jul 16	11:07 AM	561.355.7848	Boca Raton, FL	Wpalmbeach, FL	1	--	--	--
Jul 16	11:24 AM	561.355.7848	Boca Raton, FL	Wpalmbeach, FL	2	--	--	--
Jul 16	11:28 AM	877.853.5257	Boca Raton, FL	Toll-Free, CL	1	--	--	--
Jul 16	11:29 AM	888.475.4499	Boca Raton, FL	Toll-Free, CL	5	--	--	--
Jul 16	11:34 AM	561.355.7848	Boca Raton, FL	Wpalmbeach, FL	2	--	--	--
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Jul 19	[REDACTED]	[REDACTED]	Boca Raton, FL	[REDACTED]	5	--	--	--
Jul 20	[REDACTED]	[REDACTED]	Boca Raton, FL	[REDACTED]	8	--	--	--
Jul 20	[REDACTED]	[REDACTED]	Boca Raton, FL	[REDACTED]	2	--	--	--
Jul 20	[REDACTED]	[REDACTED]	Boca Raton, FL	[REDACTED]	21	--	--	--
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Jul 20	[REDACTED]	[REDACTED]	Boca Raton, FL	[REDACTED]	7	--	--	--
Jul 20	[REDACTED]	[REDACTED]	Boca Raton, FL	[REDACTED]	1	--	--	--
Jul 20	[REDACTED]	[REDACTED]	Boca Raton, FL	[REDACTED]	1	--	--	--
Jul 20	[REDACTED]	[REDACTED]	Boca Raton, FL	[REDACTED]	1	--	--	--
Jul 20	[REDACTED]	[REDACTED]	Boca Raton, FL	[REDACTED]	1	--	--	--

From: EVAN GUTMAN
Sent: Friday, July 16, 2021 11:26 AM
To: Lucille Kilgallon
Subject: Re: Zoom information

My screen says waiting for hist to start this meeting.

Sent from my iPhone

Evan Gutman CPA, JD
Boca Raton, FL. 33432
561-990-7440
201-400-6459 (Cell)

On Jul 16, 2021, at 11:16 AM, Lucille Kilgallon <LKilgallon@pbcgov.org> wrote:

Mr. Gutman, the Court is waiting for you to join the hearing.

MEETING ID #: 882 4474 2921 Password: None

<https://us02web.zoom.us/j/88244742921>

Zoom Dial-In Numbers: 877 853 5257, 888 475 4499 (toll free)

If you are having difficulty with the computer, you can dial the toll free number and enter the meeting ID.

*Lucille Kilgallon
Judicial Assistant to the Honorable G. Joseph Curley, Jr.
Circuit Civil Division AI
Palm Beach County Courthouse
205 North Dixie Highway
West Palm Beach, FL 33401*

*(561) 355-7848
CAD-DivisionAI@pbcgov.org*

Please be advised that Florida has a broad public records law, and all correspondence to me via email may be subject to disclosure. Under Florida records law (SB80 effective 7-01-06), email addresses are public records. If you do not want your email address released in response to a public records request, do not send emails to this entity. Instead, contact this office by phone or in writing.

EVAN GUTMAN

From: EVAN GUTMAN
Sent: Friday, July 16, 2021 11:27 AM
To: Lucille Kilgallon
Subject: Re: Zoom information

My phone is 201-400-6459

Sent from my iPhone

Evan Gutman CPA, JD
Boca Raton, FL 33432
561-990-7440
201-400-6459 (Cell)

On Jul 16, 2021, at 11:16 AM, Lucille Kilgallon <LKilgallon@pbcgov.org> wrote:

Mr. Gutman, the Court is waiting for you to join the hearing.

MEETING ID #: 882 4474 2921 Password: None
<https://us02web.zoom.us/j/88244742921>
Zoom Dial-In Numbers: 877 853 5257, 888 475 4499 (toll free)

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*Lucille Kilgallon
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IN THE CIRCUIT COURT
IN AND FOR PALM BEACH
COUNTY, FLORIDA

CASE NUMBER: 502019CA013570XXXXMB
DIVISION: AI

DISCOVER BANK,
Plaintiff/Counter-Defendant
vs.

EVAN S GUTMAN,
Defendant/Counter-Plaintiff

PLAINTIFF'S MOTION FOR ENLARGEMENT OF TIME
TO RESPOND TO COUNTERCLAIM

COMES NOW, Plaintiff, DISCOVER BANK, by and through its undersigned counsel, and moves this Court for an enlargement of time to respond to Defendant's Counterclaim, and in support thereof states as follows:

1. On September 25, 2020, this Court granted Defendant's Motion for Leave to File a Counterclaim.
2. Plaintiff's response is due by October 15, 2020.
3. The undersigned has been made aware today that new counsel for Plaintiff will be substituting into this case, and that Plaintiff will require additional time to preserve and respond to the Defendant's counterclaim.
4. This request is made in good faith and not for the purpose of delay.
5. Defendant will not be prejudiced by the enlargement of time.

WHEREFORE, Plaintiff respectfully requests that this Court enter an Order granting Plaintiff's Motion for Enlargement of Time to Respond to Counterclaim, and grant any further relief this Court deems just and proper.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been furnished by U.S. Mail this 15th day of October, 2020, to: EVAN S GUTMAN, DEFENDANT, 1675 NW 4TH AVE APT 511, BOCA RATON, FL 33432 and EGUTMAN@GUTMANVALUATIONS.COM.

ZWICKER & ASSOCIATES, P.C.
A Law Firm Engaged in Debt Collection

/s/ Jessica L. Montes

Zoran D. Jovanovich, Esq., FBN: 189730

Erika L. Ducharme, Esq., FBN: 92360

Robert G. Dunn, Esq., FBN: 100709

X Jessica L. Montes, Esq., FBN: 47522

Jeffrey S. Campos, Esq., FBN: 11102

Nickalaus B. Taylor, Esq., FBN:0051629

Attorneys for Plaintiff

700 W. Hillsboro Blvd., Bldg. 2, Ste. 201

Deerfield Beach, FL 33441

Phone: (954) 481-0851

Fax: (954) 481-0854

Email: SouthFlaLitigation@Zwickerpc.com

NOT A CERTIFIED COPY

IN THE COUNTY COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
CIVIL DIVISION

CASE NO.: 50-2019-CA-013570-XXX-MB

DISCOVER BANK,

Plaintiff,

vs.

EVAN S. GUTMAN,

Defendant,

DISCOVER BANK'S MOTION
TO COMPEL ARBITRATION OF COUNTERCLAIM

Plaintiff/Counter-Defendant, Discover Bank ("Discover") moves this Court for entry of an order compelling arbitration of the claims asserted by Defendant/Counter-Plaintiff Evan Gutman ("Gutman") and dismissing the Counterclaim. In support of this Motion, Discover states as follows:

I. INTRODUCTION

The United States Supreme Court has resoundingly and repeatedly stated that courts must enforce arbitration agreements. *See Am. Express Co. v. Italian Colors Restaurant*, 570 U.S. 228, 133 S. Ct. 2304, 2309 (2013) (quoting *Dean Witter Reynolds Inc. v. Byrd*, 470 U.S. 213, 221 (1985)). Under the Federal Arbitration Act ("FAA"), an arbitration agreement must be enforced where: (1) the parties entered a written agreement to arbitrate claims, (2) the transaction has a

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on November 12, 2020 I electronically filed the foregoing with the Clerk of Court by using the Florida E-portal, which will send an electronic service copy to:

Zwicker & Associates, P.C.
700 W. Hillsboro Blvd
Blg 2, Suite 201
Deerfiled Beach, FL 33441
SouthFlaLitigation@Zwickerpc.com

I further certify that on November 12, 2020, the foregoing was sent by electronic and U.S. Mail to:

Evan S. Gutman
1675 NW 4th Ave
Apt. 511
Boca Raton, FL 33432
Egutman@gutmanvaluations.com

/s/ Sarah R. Craig

Sarah R. Craig

BURR & FORMAN LLP

PRACTICE OF LAW

Rule 2.510

in an action shall be of any force unless the evidence of it is in writing, subscribed by the party or the party's attorney against whom it is alleged. Parol agreements may be made before the court if promptly made a part of the record or incorporated in the stenographic notes of the proceedings, and agreements made at depositions that are incorporated in the transcript need not be signed when signing of the deposition is waived. This rule shall not apply to settlements or other substantive agreements.

(e) **Appearance of Attorney.** An attorney may appear in a proceeding in any of the following ways:

(1) By serving and filing, on behalf of a party, the party's first pleading or paper in the proceeding.

(2) By substitution of counsel, but only by order of court and with written consent of the client, filed with the court. The court may condition substitution upon payment of, or security for, the substituted attorney's fees and expenses, or upon such other terms as may be just.

(3) By filing with the court and serving upon all parties a notice of appearance as counsel for a party that has already appeared in a proceeding pro se or as co-counsel for a party that has already appeared in a proceeding by non-withdrawing counsel.

(f) **Termination of Appearance of Attorney.** The appearance of an attorney for a party in a proceeding shall terminate only in one of the following ways:

(1) **Withdrawal of Attorney.** By order of court, where the proceeding is continuing, upon motion and hearing, on notice to all parties and the client, such motion setting forth the reasons for withdrawal and the client's last known address, telephone number, including area code, and email address.

(2) **Substitution of Attorney.** By order of court, under the procedure set forth in subdivision (e)(2) of this rule.

(3) **Termination of Proceeding.** Automatically, without order of court, upon the termination of a proceeding, whether by final order of dismissal, by final adjudication, or otherwise, and following the expiration of any applicable time for appeal, where no appeal is taken.

(4) **Filing of Notice of Completion.** For limited representation proceedings under Florida Family Law Rule of Procedure 2.040, automatically, by the filing of a notice of completion titled "Termination of Limited Appearance" pursuant to rule 2.040(c).

(g) **Law Student Participation.** Eligible law students shall be permitted to participate as provided under the conditions of chapter 11 of the Rules Regulating The Florida Bar as amended from time to time.

(h) **Attorney as Agent of Client.** In all matters concerning the prosecution or defense of any proceeding in the court, the attorney of record shall be the agent of the client, and any notice by or to the attorney or act by the attorney in the proceeding shall be accepted as the act of or notice to the client.

Former Rule 2.000 amended June 14, 1970, effective July 1, 1970 (372 So.2d 449); Feb. 21, 1980 (380 So.2d 1027); Sept. 29, 1988, effective Jan. 1, 1989 (638 So.2d 195); Oct. 8, 1992, effective Jan. 1, 1993 (609 So.2d 465); Sept. 28, 1996, effective Jan. 1, 1997 (681 So.2d 698); July 17, 1997, effective Jan. 1, 1998 (701 So.2d 1164); Oct. 5, 2000, effective Jan. 1, 2001 (780 So.2d 810); July 10, 2003, effective Jan. 1, 2004 (851 So.2d 698); Nov. 18, 2003, effective Jan. 1, 2004 (860 So.2d 894); Nov. 3, 2005, effective Jan. 1, 2006 (915 So.2d 157). Renumbered from Rule 2.060 Sept. 21, 2006 (930 So.2d 965). Amended Sept. 28, 2011, effective Jan. 1, 2012 (73 So.3d 210).

Court Commentary

1997 Amendment. Originally, the rule provided that the follow-up filing had to occur within ten days. In the 1997 amendment to the rule, that requirement was modified to provide that the follow-up filing must occur "immediately" after a document is electronically filed. The "immediately thereafter" language is consistent with language used in the rules of procedure where, in a somewhat analogous situation, the filing of a document may occur after service. See, e.g., Florida Rule of Civil Procedure 1.080(d) ("All original papers shall be filed with the court either before service or immediately thereafter.") (emphasis added). "Immediately thereafter" has been interpreted to mean "filed with reasonable promptness." *Miami Transit Co. v. Ford*, 155 So. 2d 860 (Fla. 1963).

The use of the words "other person" in this rule is not meant to allow a nonlawyer to sign and file pleadings or other papers on behalf of another. Such conduct would constitute the unauthorized practice of law.

2003 Amendment. Rule Regulating the Florida Bar 4-1.12(c), which addresses the imputed disqualification of a law firm, should be looked to in conjunction with the rule 2.060(b) restriction on representation by a former judicial staff attorney or law clerk.

Rule 2.510. Foreign Attorneys

(a) **Eligibility.** Upon filing a verified motion with the court, an attorney who is an active member in good standing of the bar of another state and currently eligible to practice law in a state other than Florida may be permitted to appear in particular cases in a Florida court upon such conditions as the court may deem appropriate, provided that a member of The Florida Bar in good standing is associated as an attorney of record. The foreign attorney must make application in each court in which a case is filed even if a lower tribunal granted a motion to appear in the same case. In determining whether to permit a foreign attorney to appear pursuant to this rule, the court may consider, among other things, information provided under subdivision (b)(3) concerning discipline in other jurisdictions. No attorney is authorized to appear pursuant to this rule if the attorney (1) is a Florida resident, unless the attorney has an application pending for admission to The Florida Bar and has not previously been denied admission to The Florida Bar; (2) is a member of The Florida Bar but is ineligible to practice law; (3) has previously been disciplined or held in contempt by reason of misconduct committed while engaged in representation permitted pursuant to this rule provided, however, the contempt is final and has not been reversed or abated; (4) has failed to provide notice to The Florida Bar or pay the filing

IN THE CIRCUIT COURT
IN AND FOR PALM BEACH
COUNTY, FLORIDA

CASE NUMBER: 502019CA013570XXXXMB
DIVISION: AI

DISCOVER BANK,
Plaintiff,

vs.

EVAN S GUTMAN,
Defendant(s).

ORDER APPROVING JOINT STIPULATION FOR SUBSTITUION OF COUNSEL

THIS CAUSE having come before this Honorable Court upon the Joint Stipulation for Substitution of Counsel for Plaintiff, **DISCOVER BANK**, and the Court having reviewed the Joint Stipulation and being otherwise fully advised in the premises, it is hereby

ORDERED AND ADJUDGED that said Joint Stipulation is hereby approved and, accordingly the firm of Burr and Forman, LLP shall be substituted as counsel for Plaintiff, **DISCOVER BANK**, and that the firm of Zwicker & Associates, P.C. shall be relieved of any and all futher duties and obligations. All papers and pleadings filed in this action should be served upon the firm of Burr and Forman, LLP at the designated e-mail address **FLSERVICE@BURR.COM**.

DONE AND ORDERED, in West Palm Beach, Palm Beach County, Florida this 3rd day of December, 2020.

50-2019-CA-013570-XXXX-MB-12/04/2020
CYMONIE ROWE
Cymonie Rowe, Judge
ADMINISTRATIVE OFFICE OF THE COURT

50-2019-CA-013570-XXXX-MB 12/04/2020
Cymonie Rowe
Judge

Copies Furnished to:

BURR & FORMAN, LLP, ATTORNEYS FOR PLAINTIFF, 201 N. FRANKLIN STREET. SUITE 3200,
TAMPA, FL 33602, **FLSERVICE@BURR.COM**

ZWICKER & ASSOCIATES, P.C., FORMER ATTORNEYS FOR PLAINTIFF, 700 W. HILLSBORO BLVD.,
BUILDING 2, SUITE 201, DEERFIELD BEACH, FL 33441, **SOUTHFLALITIGATION@ZWICKERPC.COM**

EVAN S GUTMAN, DEFENDANT, 1675 NW 4TH AVE APT 511, BOCA RATON, FL 33432;
EGUTMAN@GUTMANVALUATIONS.COM

Evan Gutman CPA, JD

1675 NW 4th Avenue, #511
Boca Raton, Florida 33432
561-990-7440

January 20, 2022

The Florida State Bar
651 East Jefferson Street
Tallahassee, Florida 32399-2300

Attn: Unauthorized Practice of Law Committee

To Whom It May Concern:

Enclosed please find a courtesy copy of a Motion I have filed with the Circuit Court of Palm Beach County, which I am providing to you for informational purposes. This will hopefully allow you to ascertain whether the "Competency" argument forming the Foundation of certain legitimate UPL prohibitions has been substantially undermined by prominent debt collector law firms, as well as so-called "creditor rights" law firms in Florida.

Very truly yours,

A handwritten signature in black ink that reads "Evan Gutman". The signature is written in a cursive, flowing style.

Evan Gutman CPA, JD

Member State Bar of Pennsylvania
Member District of Columbia Bar
Florida Certified Public Accountant
Admitted to U.S. Tax Court Bar
Admitted to Federal Ninth Circuit Court of Appeals
Admitted to Federal Sixth Circuit Court of Appeals

Evan Gutman CPA, JD

1675 NW 4th Avenue, #511
Boca Raton, Florida 33432
561-990-7440

January 20, 2022

Florida Judicial Qualifications Commission
PO Box 14106
Tallahassee, Florida 32317

To Whom It May Concern:

Enclosed please find a courtesy copy of a Motion I have filed with the Circuit Court of Palm Beach County, which I am providing to you for informational purposes. This will hopefully allow you to ascertain whether allegations of Incompetency regarding Florida Judges, often made by Pro Se litigants lacking legal knowledge, in multiple Florida Courts are genuinely meritless. It is my position many of these litigants often pay an inordinately high and unfair price simply for making such assertions, even when they have substantial merit.

Very truly yours,



Evan Gutman CPA, JD

Member State Bar of Pennsylvania
Member District of Columbia Bar
Florida Certified Public Accountant
Admitted to U.S. Tax Court Bar
Admitted to Federal Ninth Circuit Court of Appeals
Admitted to Federal Sixth Circuit Court of Appeals

Judge Gerard Joseph ("Joe") Curley

EXHIBIT 14(a)

Judge Gerard Joseph ("Joe") Curley

By Meredith I. Biggs

April 2018

Putting others first is a character trait Judge Joe Curley learned from an early age. Judge Curley was raised in St. Petersburg, Florida by two loving parents. His father, Gerard ("Jerry") Curley, was Judge Curley's role model. Jerry Curley, a real estate developer and entrepreneur, had a passion for serving the poor through his lifelong work at the Society of St. Vincent de Paul. This passion left an imprint on Judge Curley, as did his father's legacy of faith, devotion to family, and intense work ethic.

Judge Curley's faith is at the center of his life and he is a family man to the core. Judge Curley often talks about his family and always with a smile. He and his wife have four kids, one grandchild, and two dogs. Judge Curley has always made time for his family even when the time was scarce, often seen working on the sidelines of baseball games or taking phone calls while riding in the car to the zoo. When he's not with his family (or working), Judge Curley is an avid – and competitive – golfer. Judge Curley first learned golf as a sophomore in high school and joined the school's golf team. After graduating high school in 1978, Judge Curley went to Stetson University for a year until he received a golf scholarship to the University of Notre Dame, to his father's great delight. Jerry Curley had an unfulfilled life dream of going to Notre Dame and, when his son was accepted to the school, was beside himself. When Judge Curley obligingly accepted the school's invitation, he did not anticipate how his experience at Notre Dame would quickly become part of his own life dream as well. Fighting Irish paraphernalia seems to magically appear wherever Judge Curley goes.

After graduating from Notre Dame, Judge Curley bravely adventured to Oklahoma to work on an oil rig and then at a grain elevator to take, according to him, "some time off" before beginning his professional career. In Oklahoma, Judge Curley learned the joys of farm living, bartering free accommodations at a farm in exchange for farm labor on the weekends after working long hours on the job. Almost a year later, Judge Curley decided he was ready to take the next step. After much prayer (and one-too-many episodes of Perry Mason), Judge Curley decided law school was that next step.

Judge Curley attended Stetson Law School in his hometown of St. Petersburg. Guided by a deep-rooted passion for justice and a hunger for trial work, Judge Curley was set on becoming a prosecutor with the Pinellas County State Attorney's Office. But, his friend and fellow Stetson student, who also happened to be the son of the State Attorney, persuaded Judge Curley to at least interview with the law firm of Gunster, Yoakley, Criser & Stewart (its

EXHIBIT 14(b)

former name). This friend told Judge Curley that he would like it because there were "real trial lawyers there who were a lot like him." Without much initial interest in working there, Judge Curley agreed to the interview. After all, he and his wife were living at the time in what Judge Curley affectionately refers to as the "Roach Motel." Judge Curley was out-manuevered when the firm side-stepped him and went straight to his wife to make him a job offer. More than thirty years later, he still may not have forgiven her for gladly accepting on his behalf.

Judge Curley quickly found his place as a trial attorney and ultimately a shareholder with Gunster, Yoakley & Stewart and worked there for thirty two years. Judge Curley began as a general litigator and in 1992 formed the firm's employment practice group. He led the employment practice group at Gunster along with Joseph Santoro until Judge Curley departed the firm to take the bench. From 1999-2003, Judge Curley served on Gunster's governing committee and became board certified in business litigation in 1998. Judge Curley has fond memories of all the trial experience he received at Gunster over the years, even having two federal trials in the last four months with the firm. Perhaps Judge Curley's largest point of pride at the firm is the number of young attorneys he mentored during his time, which he deems a vital part of his role as a leader in the firm and in the community. One would be hard pressed to meet a Gunster attorney who has not worked with and been impacted by the knowledge and care shown them during Judge Curley's time.

Judge Curley considered becoming a judge for quite some time before he applied. Judge Curley gained interest in the work, not for the position itself, but as an opportunity to give back, do good, and serve his community. When several vacancies were announced in late 2017, Judge Curley knew that – God-willing – the time for him to take the step had come. Judge Curley feels honored and delighted to have the privilege of serving as a judge. Judge Curley looks forward to using his judicial role to advance justice and continue his father's legacy of serving others.

Creditor Rights & Bankruptcy

Gunster represents secured and unsecured creditors, creditors' committees, lenders, indenture trustees and business owners in the full range of bankruptcy matters. Our team is dedicated to understanding the current economic climate and resolving critical problems, as well as committed to offering solutions that can benefit our clients in the long- and short-run. Our team advises on the initial stages of evaluating the alternatives and assisting in prepetition planning, including leveraging government subsidies and other incentive offerings — to handling bankruptcy proceedings, adversary litigation and plans of reorganization.

Protecting the rights of creditors requires skilled, experienced professionals who have a dimensional understanding of insolvency law and today's immediate and constantly changing terrain. Our attorneys negotiate agreements to restructure loans and leases and resolve defaults, in even the most dramatic scenarios, obtain relief from stay, as well as pursue defaulting debtors and enforce creditors' rights in liquidation and reorganization contexts..

The firm represents creditors' committees and equity holders, as well as individual creditors, landlords and lenders in the protection of their rights and assets in both out of court restructurings, receiverships, assignment for the benefit of creditors proceedings and all bankruptcy proceedings. Our team is experienced in negotiating and supervising challenging and unique out of court, informal workouts and debt compositions, for both debtors and creditors.

Gunster believes that overcoming insolvency obstacles requires solid judgment to resolve complicated disputes in the most cost-effective way possible. Chapter 11 and Chapter 7 matters often unfold very quickly. Our attorneys seek to promptly and efficiently address the variety of options that arise in bankruptcy proceedings, including first day motions.

Gunster strives to be effective advocates in prosecuting and defending the wide variety of litigation claims that arise in or from related-to bankruptcy proceedings. Our firm's goal is to offer both extensive trial experience and a multi-dimensional understanding of the Bankruptcy Code in order to resolve difficult and novel bankruptcy disputes both in and out of court.

Our team members are regularly involved in adversary proceedings. Our attorneys represent bankruptcy trustees in claims against a debtor or its principals for making fraudulent schedules, misusing the bankruptcy system, or for avoidance and recovery of preferential or fraudulent transfers. Additionally, if other parties received avoidable transfers; our attorneys have been called upon by the trustee to bring actions to recover those funds. Our attorneys have defended claims brought by trustees and debtors against creditors and other non-debtors, sought exceptions or denial from discharge, and contested lien priority.

EXHIBIT 16

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

ADMINISTRATIVE ORDER NO. 11.110 -9/2021*

IN RE: APPOINTMENT OF
CIRCUIT JUDGES AS ACTING COUNTY JUDGES
COUNTY JUDGES AS ACTING CIRCUIT JUDGES

It is necessary for the prompt dispatch of the business of the circuit and county courts, that circuit judges be temporarily assigned to duty in the county court and that county judges be temporarily assigned to duty in the circuit court.

NOW, THEREFORE, pursuant to the authority conferred by Florida Rule of Judicial Administration 2.215, it is **ORDERED** as follows:

1. Each circuit judge of the Fifteenth Judicial Circuit of Florida is hereby assigned and designated to hear, conduct, try and determine county court cases that are brought before the judge as a temporary judge of the Palm Beach County Court, and thereafter to dispose of all matters considered by the judge, including emergency and duty judge matters for the next six months.
2. Further, each county court judge of Palm Beach County is hereby assigned and designated to hear, conduct, try and determine circuit court cases that are brought before the judge as a temporary judge of the Fifteenth Judicial Circuit Court, and thereafter to dispose of all matters considered by the judge, including emergency and duty judge matters for the next six months.

DONE and **SIGNED** in Chambers at West Palm Beach, Palm Beach County, Florida, this 1st day of September 2021.



Glenn D. Kelley, Chief Judge

*supersedes Admin. Order No. 11.110 -3/2021