

IN THE DISTRICT COURT OF APPEAL OF FLORIDA
FOURTH DISTRICT

CASE NO. 4DCA#22- 2821

Lower Tribunal Case No. 50-2020-CC-005756-XXXX-MB

EVAN S. GUTMAN

Appellant,

vs.

CITIBANK, N.A.

Appellee

APPENDIX TO APPELLANT'S INITIAL BRIEF

EVAN S. GUTMAN, CPA, JD
Appellant Pro Se
Member State Bar of Pennsylvania
Member District of Columbia Bar
Admitted to U.S. Tax Court Bar
Florida Certified Public Accountant
1675 NW 4th Avenue, Apt. 511
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App. No.	Document Description
App-1	Complete Trial Transcript of "Trial" on September 15, 2022 (Trial Court Docket Entry #123 Not Included in Record on Appeal Transmitted by Trial Court)
App-2	Appellant's Discovery Requests Including Requests for Admissions; and Production; Filed with Trial Court July 1, 2021 (Docket Entries 24-26 Not in Record on Appeal)
App-3	Citibank Responses to Discovery Requests Filed on February 15, 2022 (Trial Court Docket Entries 39-41 Not Included in Record on Appeal Transmitted by Trial Court)
App-4	Notice of Hearing on Citibank Motion to Strike Affirmative Defenses and Extension to Respond to Discovery June 13, 2022 (Docket Entry #44 Not in Record on Appeal)
App-5	Appellant's Notice of Deposit of Funds for Automatic Stay Pending Appeal - Submission of Bond or Cash Deposited with Clerk (Docket Entry #113 Not in Record on Appeal)
App-6	Citibank Motion for Dismissal as to Count II for Unjust Enrichment (Trial Court Docket Entry #108 Not Included in Record on Appeal Transmitted by Trial Court)
App-7	Order Granting Citibank Motion for Dismissal Four Days After its Filing (Trial Court Docket Entry #112 Not Included in Record on Appeal Transmitted by Trial Court)
App-8	Citibank Motion for Attorney Fees
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App-10	Designation of Proceedings Necessary for Transcription and Request for Transcript FRAP 9.200(b)
App-11	Order Setting Hearing for August 31, 2022 on Citibank Motion to Strike Affirmative Defenses (Docket Entry #65)

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing is being furnished to opposing counsel by E-Mail and a follow up copy will be sent via US Mail, to Donald Allen Mihokovich, Esquire, of the law firm of ADAMS AND REESE, LLP addressed as follows:

ADAMS AND REESE LLP
Attn: Donald Allen Mihokovich, Esq.
100 North Tampa Street, Suite 4000
Tampa, FL 33602

Dated this 2nd day of January, 2023.



Evan Gutman CPA, JD

CERTIFICATE OF COMPLIANCE

I HEREBY CERTIFY that to the best of my knowledge and belief, the foregoing comports with the Font and Spacing requirements of Fla. R. App. P. 9.210 and 9.045(b).



Evan Gutman CPA, JD

TAB

APP-1

In the Matter Of:
CITIBANK N.A. V. GUTMAN

50-2020-CC-005756-XXXX-MB

NON JURY TRIAL

September 15, 2022



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1 IN THE COUNTY COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
2 IN AND FOR PALM BEACH COUNTY, FLORIDA
3 CASE NO.: 50-2020-CC-005756-XXXX-MB

4 CITIBANK N.A.,
5 Plaintiff/Petitioner

6 vs.

7 EVAN S GUTMAN,
8 Defendant/Respondent.

9
10 PROCEEDINGS HELD BEFORE
11 THE HONORABLE EDWARD A. GARRISON

12 SEPTEMBER 15th, 2022

13 9:07 A.M. - 9:24 A.M.

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16 PALM BEACH COUNTY COURTHOUSE

17 205 NORTH DIXIE HWY

18 WEST PALM BEACH, FL 33401

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23 Reported by TAYLOR JONES

24 Notary Public, State of Florida

25 Esquire Deposition Solutions

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APPEARANCES :

On behalf of the Plaintiff/Petitioner:

KENNETH CURTIN, ESQUIRE
ADAMS AND REESE, LLP
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SUITE 4000
TAMPA, FLORIDA 33602
(813) 227-5521
KENNETH.CURTIN@ARLAW.COM

Also Appeared:

JUDY DELAGE

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WITNESS: DIRECT CROSS REDIRECT RECROSS

JUDY DELAGE

BY MR. CURTIN 8

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- - -

Plaintiff's Exhibits

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2	Final statement	12
3	Copies of payments	13

P R O C E E D I N G S

- - -

BE IT REMEMBERED that the following proceedings were had and testimony adduced before the Honorable Edward A. Garrison at the Palm Beach County Courthouse beginning at the hour of 9:07 a.m. on the 15th day of September, 2022, with appearances as herein noted to-wit:

THE COURT: Good morning, everyone. Have a seat, please. Mr. Curtin, I presume?

MR. CURTIN: Yes, Your Honor.

THE COURT: Good morning.

MR. CURTIN: Good morning.

THE COURT: All right. And your witness is?

MR. CURTIN: Judy Delage of Citibank.

THE COURT: Raise your right hand, please, ma'am. Do you swear to tell us the truth, the whole truth, and nothing but the truth?

MS. DELAGE: Yes, I do.

MR. CURTIN: Your Honor, I think we have a few preliminary issues we have to get over with first. At 5:00 - 4:00 or 5:00 last night, Mr. Gutman filed a motion to recuse Your Honor.

THE COURT: Haven't seen it.

MR. CURTIN: I have a copy if you want, Your Honor.

THE COURT: I'd be happy to. If it was e-filed, it's

1 not in the clerk's system, or at least it's not reflected on
2 the docket yet.

3 MR. CURTIN: I don't think it's legally sufficient, but
4 I'll let Your Honor read it.

5 THE COURT: Is this the same motion that he filed -
6 I've seen this motion before.

7 MR. CURTIN: He filed - it's very, very similar. It
8 has some items related to you for what, I guess, he got off
9 the internet.

10 THE COURT: Okay. Is there an affidavit somewhere in
11 here?

12 MR. CURTIN: It seems like he signed it. I don't know
13 if it was an affidavit, per se, as a first exhibit.

14 THE COURT: Yeah, he signed the motion, but I don't
15 actually see an affidavit or -

16 MR. CURTIN: Now, he mentioned it. I didn't see the
17 affidavit either. Quite frankly, I kind of stopped reading
18 it after a while.

19 THE COURT: It's a real page-tuner. All right. For
20 the record, I have reviewed the motion. The motion is
21 denied.

22 You can proceed, Mr. Curtin.

23 MR. CURTIN: He also - Mr. Gutman also filed yesterday
24 morning a motion to postpone the trial. I have a copy of
25 that. I don't know if Your Honor wants to review that or -

1 THE COURT: If you've got it, I'll take a look at it.
2 It's not in the clerk's system yet.

3 MR. CURTIN: I will say -- I do have something to say
4 about that after Your Honor has reviewed it.

5 THE COURT: All right. The late-filed motion to
6 postpone the trial date is denied. Anything else that he
7 filed that I don't know about?

8 MR. CURTIN: No, Your Honor. Just for the record, on
9 the motion to delay the trial, Your Honor, that - just for
10 any appellate purposes, when he's talking about the motion
11 to strike affirmative defenses, that was filed by previous
12 counsel in October 2020.

13 So assuming that the answer was filed on October 2020,
14 the motion to strike affirmative defenses was filed in June
15 of 2021. Obviously, he hadn't filed the previous --
16 plaintiff's counsel would have had that file capped at 20
17 days. So that motion to strike affirmative defenses is moot
18 anyway. It was filed too late. And Citibank would drop it.

19 And it has been, on the record, it's dropped that motion to
20 strike affirmative defenses.

21 THE COURT: All right. Well, the pending motion to
22 strike does not render the case not at issue anyway.

23 MR. CURTIN: Thank you, Your Honor. We would call Ms.
24 Judy Delage.

25 THE COURT: Your full name, please?

1 THE WITNESS: My name is Judy Delage.

2 THE COURT: And what is your relationship to Citibank?

3 THE WITNESS: I am Custodian of Records. I'm also
4 Assistant Vice President for Citibank.

5 MR. CURTIN: Do you want Ms. Delage to talk here or on
6 the witness stand?

7 THE COURT: She's fine there.

8 - - -

9 DIRECT EXAMINATION

10 BY MR. CURTIN:

11 Q. For the record, Ms. Delage, can you please state
12 your name?

13 A. Yes, my name is Judy Delage. That's, D-E-L-A-G-E.

14 Q. And who do you work for?

15 A. I work for Citibank, N.A.

16 Q. And what's your position at Citibank and your job
17 duties?

18 A. My officer title is Assistant Vice President. I'm
19 also Custodian of Records. And I participate in trials,
20 mediations, arbitrations, and my goal is to recover unpaid
21 receivables in the form of credit card debt.

22 Q. Thank you. How long have you been with Citibank?

23 A. It's been over 22 years.

24 Q. Can you take us briefly through your work history at
25 Citibank?

1 A. Yes. I began as a collections associate. I was on
2 the phones calling customers who were one to six months past due
3 on their credit card and working out payment arrangements.
4 Then, I became manager of the collections team, and I did that
5 for, approximately, 10 to 12 years. And then after that, I came
6 into this role.

7 Q. And throughout your history at Citibank, have you
8 been trained on how Citibank uploads, stores, retrieves
9 information at Citibank?

10 A. Yes, I have.

11 Q. And that information - you maintain information on
12 account holders and credit card holders at Citibank in the
13 routine business manners?

14 A. Yes.

15 Q. And what type of documents does Citibank maintain on
16 credit card holders?

17 A. We retain everything from the beginning of the
18 inception of the cards, which is the card agreement, the
19 application. We also retain the monthly billing statements, as
20 well as any communications between the customer and Citibank,
21 any updates to the account. All of that would be reflected in
22 our database.

23 Q. And have you reviewed those documents and retrieved
24 those documents and files in the Defendant's, Mr. Gutman's,
25 credit card account at Citibank?

1 A. Yes.

2 Q. Let me show you what I marked as Exhibit No. 1. Do
3 you recognize Exhibit 1?

4 A. Yes, I do.

5 Q. What is Exhibit No. 1?

6 A. These are copies of the monthly billing statements
7 that were sent to Mr. Gutman. These are all the billing
8 statements since the beginning of the account up until the
9 account was charged off.

10 Q. What is the first statement, the activity of the
11 first billing statement?

12 A. The first statement is April 20th of 2010, through
13 May 19th, 2010.

14 Q. And when is the last billing statement?

15 A. The last one has a closing date of June 19th of
16 2019.

17 MR. CURTIN: I'd like to enter Exhibit No. 1 into
18 evidence, Your Honor.

19 THE COURT: Admitted.

20 (Thereupon, Plaintiff's Exhibit 1 was entered into
21 evidence)

22 BY MR. CURTIN:

23 Q. Have you reviewed those statements?

24 A. Yes, I have.

25 Q. They're consistently from 2010 until - can you look

1 at the statement? When was the last time Mr. Gutman made any
2 payments?

3 A. This last payment was on October 23rd of 2018. That
4 was in the amount of \$254.81.

5 Q. Between that April 2010 and November of 2018, did
6 Mr. Gutman consistently make payments and make charges on that
7 account?

8 A. Yes, he did.

9 Q. Thank you. Did there come a time where he stopped
10 paying on the account?

11 A. Yes. After that last payment in October of 2018,
12 there were no more payments.

13 Q. But there's several monthly statements thereafter?

14 A. Yes, there were.

15 Q. Why would Citibank send monthly statements
16 thereafter even after -- well, answer this. How many monthly
17 statements thereafter, after the last payment, did Citibank send
18 out?

19 A. It was, approximately, six or seven months after
20 that. Once the account was six months past due, at that point
21 we stopped sending the monthly billing statements.

22 Q. And why did you do that?

23 A. At the six-month mark, by Federal Banking Law, at
24 that point, the account is charged off. The account is still
25 due and owing, it's just no longer listed as a receivable on

1 Citibank's book.

2 Q. And that is per the Federal Banking Regulations?

3 A. Yes.

4 Q. Let me show you what I marked as Exhibit No. 2. Do
5 you recognize this one account statement?

6 A. Yes, I recognize this. This is the final statement
7 that was sent to Mr. Gutman.

8 Q. And how much is due and owing? Well, what date is
9 this statement?

10 A. It's June 19th of 2019.

11 Q. And what is the amount due and owing on June 19th,
12 2019?

13 A. The balance is \$11,292.15.

14 MR. CURTIN: I'd like to admit Exhibit No. 2 into
15 evidence, Your Honor.

16 THE COURT: Admitted.

17 (Thereupon, Plaintiff's Exhibit 2 was entered into
18 evidence)

19 BY MR. CURTIN:

20 Q. As part of Citibank's normal record keeping
21 procedures, would Citibank keep records on any checks that are
22 sent in for payments?

23 A. Yes.

24 Q. And did you recover any checks for payments by Mr.
25 Gutman?

1 A. Yes, I did.

2 Q. Let me show you what I've marked as Exhibit No. 3.

3 Do you recognize that?

4 A. Yes, I do. These are copies of some monthly billing
5 - sorry. Copies of payments that were made towards this
6 account.

7 Q. And did Mr. Gutman also make payments electronically
8 throughout almost the ten years of this account?

9 A. Yes, that was -- actually the majority of the
10 payments were electronic.

11 Q. And these checks are just some of the large payments
12 he sent in via check?

13 A. Yes.

14 MR. CURTIN: I'd like to enter Exhibit No. 3 into
15 evidence.

16 THE COURT: Admitted.

17 (Thereupon, Plaintiff's Exhibit 3 was entered into
18 evidence)

19 BY MR. CURTIN:

20 Q. Did you look at all the account notes on this
21 account?

22 A. Yes, I did. I looked at the customer service notes,
23 the collections notes. I did.

24 Q. Now if there was a dispute on the account, would
25 that be in the customer service collection notes?

1 A. Yes.

2 Q. Were there any unresolved disputes throughout the
3 almost ten years he used this card?

4 A. No, there weren't.

5 Q. Was there a time where Mr. Gutman called about a
6 card either being lost or stolen?

7 A. Yes, in October of 2017, he did report a lost or
8 stolen card.

9 Q. What did Citibank do in that report?

10 A. At that point, we talked to him. It was a phone
11 conversation. We went through the transactions. There was one
12 transaction he did not recognize.

13 We removed that from his balance and then we issued him a new
14 credit card, transferred the balance to that new credit card,
15 and proceeded as normal.

16 Q. And that one charge that he did not recognize, did
17 that ever even make it to a monthly statement?

18 A. No, it didn't.

19 Q. Did he dispute any of the charges thereafter on the
20 monthly statements?

21 A. No.

22 Q. In Exhibit No. 1, the nine to ten years of account
23 statements, did the account number change?

24 A. Yes, it does. It changes right around that time
25 when he called in for the lost card.

1 Q. And that's a normal practice, that the account
2 itself wouldn't change, but the account number would change if
3 the card was stolen or lost?

4 A. Correct.

5 Q. Did you review all the correspondence up until the
6 time the account was charged off after the last statement?

7 A. I did review some letters that were exchanged, yes.

8 Q. Well, prior to the account being charged --
9 eventually, after the account was charged off, it was sent to
10 collection counsel, correct?

11 A. Yes.

12 Q. Prior to being sent to collection counsel, did Mr.
13 Gutman ever dispute, anywhere in the account notes or any
14 letters, any of the charges on the account?

15 A. No, he didn't.

16 MR. CURTIN: The Plaintiff rests, Your Honor.

17 THE COURT: Okay. There being no defense presented to
18 the charges, I find in favor of the Plaintiff the amount set
19 forth in the testimony. Do you have a proposed final
20 judgement?

21 MR. CURTIN: I will do a - excuse me, Your Honor?

22 THE COURT: I said, do you have the prepared judgement?

23 MR. CURTIN: I do not have a prepared judgement, Your
24 Honor.

25 THE COURT: You can send -

1 MR. CURTIN: I will prepare a judgement and send it to
2 your office. Do you also want me to prepare a judgement, an
3 order, on the motion to disqualify to Your Honor?

4 THE COURT: And the motion to continue.

5 MR. CURTIN: I will do that.

6 THE COURT: I need three orders from you.

7 MR. CURTIN: Three orders.

8 THE COURT: And I have just three exhibits? Okay,
9 we're good. All right, thank you all for coming in.

10 MR. CURTIN: Thank you.

11 (PROCEEDINGS CONCLUDED)

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C E R T I F I C A T E

I, Taylor Jones, certify that I was authorized to and did digitally report the foregoing proceedings and that the transcript is a true and complete record of my notes.

Dated this 9th day of November, 2022.



TAYLOR JONES



TAYLOR JONES
Commission # 1411163306
Expires August 10, 2026
 bonded (by State) Money Certificate

	7:12,13	admit		6,8,14,25
\$	2021	12:14	B	15:3
	7:15	Admitted		cards
\$11,292.15	20th	10:19	balance	9:18
12:13	10:12	12:16	12:13	case
\$254.81	22	13:16	14:13,14	7:22
11:4	8:23	affidavit	Banking	change
	23rd	6:10,13,	11:23	14:23
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APP-2

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

CITIBANK, N.A.,

Plaintiff

v.

EVAN S GUTMAN

Defendant

CASE NUMBER:

50-2020-CC-005756-XXXX-MB

DEFENDANT'S REQUEST FOR ADMISSIONS TO PLAINTIFF CITIBANK, N.A.

Defendant, Evan Gutman, hereby serves upon the Plaintiff, his Request for Admissions and states the Plaintiff shall file a written Answer and Objection addressed to the matter contained herein or said matter will be deemed admitted pursuant to Rule 1.370 of the Florida Rules of Civil Procedure. The Answer to Request for Admissions shall specifically admit or deny the matter requested, or state in detail the reason why the answering party cannot truthfully admit or deny the matter. A denial shall fairly meet the substance of the requested Admission, and when good faith requires that a party qualify his answer or deny only a part of the matter of which an admission is requested, the party shall specify so much of it as is true and qualify or deny the remainder. Further, an answering party may not give lack of information or knowledge as a reason for failure to admit or deny unless the party states they have made reasonable inquiry and that the information known or readily obtainable is insufficient to enable an admission or denial.

1. Admit you had knowledge that a written contract existed between Plaintiff and Defendant at the time you filed your Complaint.
2. Admit you had knowledge the State of Florida precludes implying a contract when a written contract exists.
3. Admit you were aware of the case AgriTrade v Quercia, 253 So.3d 28, 34-35 (2017) at the time you filed your Complaint.

4. Admit you regularly file numerous Complaints against alleged debtors in Palm Beach County Courts seeking damages based upon Unjust Enrichment.
5. Admit you regularly file numerous Complaints against alleged debtors in Palm Beach County Courts, which you are aware are legally meritless if properly challenged.
6. Admit you do not attach all Contracts to complaints, when you file complaints in Courts in the State of Florida, to institute suit against an individual.
7. Admit the suit you instituted against Defendant is predicated upon two separate credit card numbers and not one.
8. Admit the suit you instituted against Defendant is predicated upon two separate credit card accounts and not one.
9. Admit that at the time you filed your Motion to Compel Arbitration you were aware of the existence of the Florida Supreme Court case, Seifert v U.S. Home Corporation, 750 So.2d 633, 642-643 (1999).
10. Admit you received a letter from Defendant dated August 28, 2019 disputing the debt you allege is owed.
11. Admit you received a letter from Defendant dated May 25, 2020 disputing the debt you allege is owed.
12. Admit you sent a letter to Defendant dated May 21, 2020 acknowledging receipt of Defendant's letter of August 28, 2019.
13. Admit you sent a letter to Defendant dated June 11, 2020 acknowledging receipt of correspondence from Defendant on June 1, 2020.
14. Admit the correspondence you received from Defendant on June 1, 2020 was Defendant's letter dated May 25, 2020.
15. Admit you intentionally suggested and/or instructed your hired court reporter to appear late at a Zoom Hearing before the Court on May 18, 2021.
16. Admit the purpose of your intentional suggestion and/or instruction to your hired court reporter to appear late a Zoom Hearing before the Court on May 18, 2021 was to ensure your orally stated position would be on the record, while Defendant would be Prejudiced from having his initial oral presentation to the Court on the record.

17. Admit you had some type of discussion with your hired court reporter regarding the point in time he would appear at a Zoom Hearing before the Court on May 18, 2021.
18. Admit the discussion you had with your hired court reporter regarding the point in time he was to appear at a Zoom Hearing before the Court on May 18, 2021 extended beyond asserting he should appear at the time the Hearing was scheduled to begin.
19. Admit that to the best of your knowledge Defendant's initial oral presentation to the Court at a Zoom Hearing on May 18, 2021, would not be included in any transcript that would be issued by your hired court reporter for that date, since the court reporter was not present when Defendant made his initial oral presentation.

NOT A CERTIFIED COPY

CERTIFICATE OF SERVICE

I Evan Gutman, hereby Certify that a true copy of the foregoing was sent via electronic mail and U.S. Mail on this 1st day of July, 2021 addressed as follows to :

Debski & Associates, P.A.
Attn: Michael Thiel Debski, Esquire
PO Box 47718
Jacksonville, FL 32247

DATED this 1st day of July, 2021.



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

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

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

CITIBANK, N.A.,

Plaintiff

v.

EVAN S GUTMAN

Defendant

CASE NUMBER:

50-2020-CC-005756-XXXX-MB

DEFENDANT'S REQUEST FOR PRODUCTION TO PLAINTIFF CITIBANK, N.A.

Defendant, Evan Gutman, propounds the following Request for Production to the Plaintiff, Citibank, N.A., to produce for inspection and/or copying the following documents at 1675 NW 4th Avenue, #511, Boca Raton, Florida 33432 within 30 days in accordance with Rule 1.350, of the Florida Rules of Civil Procedure.

DEFINITIONS

- a. "Documents" or "written communications" is used in the broad and liberal sense and shall include, but not be limited to the original or copies of (1) all paper material of any kind, whether written, typed or printed, filmed or marked in any way; (2) any books, manuals, pamphlets, periodicals, letters, correspondence, telegrams, contracts, memoranda, inter-office communication, intra-office communication, working papers; (3) all other memorializations of any conversations and meetings. (4) electronically stored information.
- b. The terms "you" and "your" refer to the party to whom these Requests are directed, and includes their agents, employees, representatives and attorneys.
- c. The term "communication" means the act or fact of communicating, whether by correspondence, telephone, meeting or any occasion of joint or material presence, as well as the transfer of any document from one person to the other.
- d. The words "and" and "or" shall be construed conjunctively and disjunctively as necessary to make the request inclusive rather than exclusive.
- e. "Person" shall be defined in the broad and liberal sense to mean an individual, firm, partnership, corporation, or other legal, business or governmental entity.

INSTRUCTIONS

1. In producing documents requested herein, produce documents in full, without abridgement, abbreviation or expurgation of any sort.
2. With respect to all documents requested, segregate such documents in accordance with the numbered and lettered paragraphs herein.
3. If a document is called for under more than one Request, it should be produced in response to the first Request and a notice appended to it stating the Other Request(s) to which it is claimed such document is responsive.
4. If copies or drafts exist of documents, the production of which has been requested herein, produce each and every copy and draft which differs in any way from the original document.
5. If a document is not produced on the basis of a claim of privilege or statutory authority, identify the type of document and reason for not producing same by stating with respect to such, the factual or legal basis for the claimed privilege or specific statutory authority which provides the basis for non-production.
6. If any documents requested herein have been destroyed, placed beyond your control or otherwise disposed of, provide the date of destruction or other disposition, the name of the person disposing of such document, and if not destroyed, the person in possession of the document otherwise disposed of.

DOCUMENTS REQUESTED

1. Any and all documents of any nature you sent to any person, entity, or organization, regarding your litigation with Defendant, other than privileged communications between you and your counsel of record.
2. Copy of all documents you intend to use at trial.
3. Copy of all policy and procedure documents, including but not limited to internal manuals and memos, delineating how you proceed with collection efforts pertaining to alleged delinquent accounts.
4. Any and all written documents of any nature that you sent to any person, entity, organization or other third party, regarding Defendant's alleged debts, other than privileged communications between you and your counsel of record.
5. Copy of all documents of any nature in your possession, including but not limited to memos, correspondence and case law in your possession, which weaken rather than strengthen your legal claims against Defendant.
6. Copies of all emails, correspondence and other documents of any nature that anyone in your organization has sent to anyone else in your organization regarding Defendant; including but not limited to internal emails sent to your own directors, shareholders, employees and affiliates regarding Defendant.
7. Copy of all documents, emails and correspondence of any nature that you received from Defendant during the last four years.
8. Copy of all documents, emails and correspondence of any nature that you sent to Defendant during the last four years.
9. Copy of all written contracts in your possession between you and Defendant.
10. Copy of all documents, emails and correspondence of any nature in your possession that you sent to or received from any person, employee or representative of Discover Bank, N.A..
11. Copy of all documents, emails and correspondence of any nature in your possession that you sent to or received from any person, employee or representative of Cavalry SPV I, LLC or any affiliates you are aware of.
12. Copy of all documents, emails and correspondence of any nature in your possession regarding Defendant; **between Chief In-Counsel of your entity and In-House Counsel** in charge of coordinating this litigation with your Counsel of Record. (**NOTE:** Such communications are NOT privileged information).
13. Copy of all credit reports in your possession of; or concerning Defendant that you have drawn since January 1, 2019.

CERTIFICATE OF SERVICE

I Evan Gutman, hereby Certify that a true copy of the foregoing was sent via electronic mail and U.S. Mail on this 1st day of July, 2021 addressed as follows to :

Debski & Associates, P.A.
Attn: Michael Thiel Debski, Esquire
PO Box 47718
Jacksonville, FL 32247

DATED this 1st day of July, 2021.



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

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

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

CITIBANK, N.A.,

Plaintiff

v.

EVAN S GUTMAN

Defendant

CASE NUMBER:

50-2020-CC-005756-XXXX-MB

NOTICE OF PROPOUNDING INTERROGATORIES TO PLAINTIFF CITIBANK, N.A.

Defendant, Evan Gutman, propounds the following Interrogatories to the Plaintiff, Citibank, N.A, to be answered within thirty (30) days form receipt hereof; pursuant to Rule 1.340 of the Florida Rules of Civil Procedure.

DEFINITIONS AND INSTRUCTIONS FOR ANSWERING INTERROGATORIES

As used in these Interrogatories, and in all other and subsequent written discovery, the following definitions and instructions shall apply:

DEFINITIONS

- a. "Documents" shall include, but not be limited to the original or copies of; (1) all paper material of any kind, whether written, typed or printed, filmed or marked in any way; (2) any books, pamphlets, periodicals, letters, correspondence, telegrams, contracts, memoranda, inter-office communication, intra-office communication, working papers; (3) all other memorializations of any conversations and meetings. (4) electronically stored information.
- b. The terms "you" and "your" refer to the party to whom these Interrogatories are directed, and includes their agents, employees, representatives and attorneys.
- c. The term "communication" means the act or fact of communicating, whether by correspondence, telephone, meeting or any occassion of joint or material presence, as well as the transfer of any document from one person to the other.

- d. The term "identify" or "describe", when used in reference to any **person**, means to state his or her full name, present or last known address and telephone number, and his or her present or last known employment position and business affiliation, including its address and phone number.
- e. The term "identify" or "describe" when used in reference to any **entity other than an individual person**, means to state whether such entity is a corporation, partnership, or other entity, and its name, present or last known address and principle place of its business.
- f. The term "identify" or "describe" when used in reference to a **document** means to state the date, author, addressee, type of document (e.g. letter, memorandum) and other means of identifying with sufficient particularity. If such document was, but is no longer in the possession or control of the party to whom these interrogatories are directed, state what disposition was made of it and the reason for such disposition.
- g. The term "identify" or "describe," when used with respect to an act, occurrence, statement or conduct, means (1) to describe all events constituting the act; (2) to identify all persons participating in the act; (3) to identify all other persons, if any, who were present when the act occurred; and (4) to identify each document, which in any way relates to the act.
- h. "Written communication" shall include the name and address of the person signing the writing, the name and address of the addressee, the date of the writing, and the person or persons having possession of same.
- i. "Oral communication" shall include the nature of said communications, the date of said communication, the name and address of the person making said communication, the name and address of the person receiving said communication, and the contents of said communication.

INSTRUCTIONS

1. Where any Interrogatory cannot be answered in full, please answer that Interrogatory to the fullest extent possible, and state in detail the reasons for your inability to answer the Interrogatory in full.
2. Where any Interrogatories cannot be answered in the space provided for, please use a separate sheet of paper and attach it to these Interrogatories.
3. If these Interrogatories are directed to an entity other than a natural person, your answer should include the knowledge and information in the possession of that entity, including all persons acting or purporting to act on its behalf, and its subsidiaries and affiliates, its present and former directors, officers and agents, and unless privileged, your attorneys.

INTERROGATORIES

1. State the name and addresses of all persons who participated in any manner in answering these Interrogatories.

2. State the name and addresses of all persons who participated in any manner in answering Defendant's Requests for Admissions served upon you.

3. State the name and addresses of all persons who participated in any manner in deciding what documents to provide Defendant, or how to otherwise respond to Defendant's Request for Production served upon you.

4. List the names and present or last known addresses of all persons believed or known by you, your agents or affiliates, to have knowledge concerning any of the issues and allegations raised by Defendant's Answer or Defendant's Counterclaim; or your Complaint against Defendant.

5. Do you regret instituting suit against Defendant? If "Yes," describe the reasons in detail.

6. Provide the name and address of Chief Legal Counsel for your entity.

7. Provide the name and address of In-House Legal Counsel for your entity who is in charge of this litigation.

8. Describe in detail all communications you have had with any person, entity, organization or third-party regarding Defendant since January 1, 2019; other than privileged communications with your counsel of record.

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9. Do you have a policy in place to decline to attach all contracts in your possession, against alleged delinquent debtors when you institute a complaint in court against them? If "Yes," describe the reasons for the policy. If "No," explain why you did not attach all contracts to the complaint in this litigation.
10. Do you attach all contracts in your possession, against alleged delinquent debtors when you institute a complaint in court against them?
11. Do you believe you have conducted yourself in a totally legal and proper manner regarding Defendant without exception? If NO, explain why in detail.
12. At the time you filed your Motion to Compel Arbitration were you aware of the existence of the Florida Supreme Court case, Seifert v U.S. Home Corporation, 750 So.2d 633, 642-643 (1999) ?

13. Did you receive a letter from Defendant dated August 28, 2019 disputing the debt you allege is owed ?

14. Did you receive a letter from Defendant dated May 25, 2020 disputing the debt you allege is owed ?

15. Did you send a letter to Defendant dated May 21, 2020 acknowledging receipt of Defendant's letter of August 28, 2019 ?

16. Did you send a letter to Defendant dated June 11, 2020 acknowledging receipt of correspondence from Defendant on June 1, 2020 ?

17. Was the correspondence you received from Defendant on June 1, 2020, Defendant's letter dated May 25, 2020, which is referenced in (14) above ? If NO, state in detail the nature of the letter you received on June 1, 2020.

18. Provide the Name, Business Address and Phone Number of the Court Reporter you hired for the Zoom Hearing held before the Court on May 18, 2021.

19. Describe in detail the nature of conversations you had with the Court Reporter you hired for the Zoom Hearing held before the Court on May 18, 2021.

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20. Did any aspect of conversations you had with the Court Reporter you hired for the Zoom Hearing held before the Court on May 18, 2021 involve any statement, assertion or any type of suggestion on your part, that the Court Reporter should appear at the Zoom Hearing at any point in time subsequent to the precise time when the Hearing was scheduled to begin? If "YES, describe in detail.

21. Did you have any type of **CONSCIOUS INTENT** to have the Court Reporter you hired for the Zoom Hearing before the Court on May 18, 2021 appear later than the precise time the Hearing was scheduled to begin, in order to preclude Defendant's first orally stated presentation from being fully and completely on the record and included in any transcript that might be issued? If YES, describe your Intent in detail and why you did so.

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22. Have you had any communications with the Law Firm of Burr & Forman that involved discussion of this litigation or any litigation they are involved with concerning Defendant ? If so, provide in detail the dates and nature of each communication, along with a detailed description of all subjects discussed, and the names of all people who participated in the communications in any manner.

23. Have you had any communications with the Law Firm of Zwicker & Associates, P.C. that involved discussion of this litigation, or any litigation they are involved with concerning Defendant ? If so, provide in detail the dates and nature of each communication, along with a detailed description of all subjects discussed, and the names of all people who participated in the communications in any manner.

NOT A CERTIFIED COPY

24. Have you had any communications with the Law Firm of Hayt & Hayt that involved discussion of this litigation, or any litigation they are involved with concerning Defendant ? If so, provide in detail the dates and nature of each communication, along with a detailed description of all subjects discussed, and the names of all people who participated in the communications in any manner.

25. Have you had any communications with any individuals employed or represented by Discover Bank, N.A.that involved discussion of this litigation or any litigation they are involved with concerning Defendant ? If so, provide in detail the dates and nature of each communication, along with a detailed description of all subjects discussed, and the names of all people who participated in the communications in any manner.

NOT A CERTIFIED COPY

26. Have you had any communications with any individuals employed or represented by Cavalry SPV I, LLC. or any of its affiliates you are aware of, that involved discussion of this litigation, or any litigation they are involved with concerning Defendant? If so, provide in detail the dates and nature of each communication, along with a detailed description of all subjects discussed, and the names of all people who participated in the communications in any manner.

27. At the point in time when you filed your Complaint were you aware a written contract existed between Plaintiff and Defendant?

28. At the point in time when you filed your Complaint were you aware that Florida law precludes implying a contract when a written contract exists?

29. At the time you filed your Complaint were you aware of the factual existence of the case Agritrade v Quercia, 253 So.3d 28 (2017) ?

30. In the past two years, have you regularly filed Complaints against alleged debtors asserting a Claim of Unjust Enrichment, even though you were aware that written contracts existed regarding such claims? If YES, explain why you did so.

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Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged therein are true and correct to the best of my knowledge and belief.

DATED: _____

BY:

STATE OF FLORIDA
COUNTY OF PALM BEACH

This instrument was acknowledged before me on this _____ day of _____,

2021 by _____

_____ Personally Known

NOTARY PUBLIC

_____ Produced Identification

_____ Drivers License

Print, Type or Stamp Commissioned name of Notary

NOT A CERTIFIED COPY

CERTIFICATE OF SERVICE

I Evan Gutman, hereby Certify that a true copy of the foregoing was sent via electronic mail and U.S. Mail on this 1st day of July, 2021 addressed as follows to :

Debski & Associates, P.A.
Attn: Michael Thiel Debski, Esquire
PO Box 47718
Jacksonville, FL 32247

DATED this 1st day of July, 2021.



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

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

TAB

APP-3

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

CITIBANK, N.A.,

Plaintiff,

CASE NO. 50-2020-005756-XXXX-MB

v.

EVAN S GUTMAN,

Defendant.

_____ /

**PLAINTIFF CITIBANK, N.A.'S RESPONSES AND OBJECTIONS
TO DEFENDANT EVAN S. GUTMAN'S REQUEST FOR ADMISSIONS**

Plaintiff, Citibank, N.A. ("Citibank"), by and through its counsel and pursuant to Florida Rule of Civil Procedure 1.370, hereby responds to Defendant Evan S Gutman's ("Defendant") Request for Admissions as follows:

GENERAL OBJECTIONS

1. Citibank objects to the Requests to the extent that Defendant seeks information that is not within Citibank's possession, custody, or control.
2. Citibank objects to the Requests to the extent that Defendant seeks disclosure of information about which Defendant already has knowledge and that is already in Defendant's possession and/or control, or to which Defendant has independent access.
3. Citibank does not intend to disclose information that is privileged or is otherwise immune from discovery. Disclosure of any information protected by the attorney-client privilege, work product doctrine or any other applicable privilege, except pursuant to a specific written agreement covering such information, shall be deemed inadvertent. Inadvertent disclosure of any such information shall not constitute a waiver or prejudice of any privilege or any other ground for

objecting to discovery with respect to any such information nor shall such inadvertent disclosure waive or prejudice the right of Citibank to object to the use of any such information during this or any subsequent proceeding. Subject to the foregoing, Citibank responds as follows:

REQUESTS TO ADMIT

1. Admit you had knowledge that a written contract existed between Plaintiff and Defendant at the time you filed your Complaint.

RESPONSE: Citibank admits that it had knowledge of the Card Agreement concerning Defendant's subject account, otherwise, denied.

2. Admit you had knowledge the State of Florida precludes implying a contract when a written contract exists.

RESPONSE: Denied as stated.

3. Admit you were aware of the case Agritrade v Quercia, 253 So.3d 28, 34-35 (2017) at the time you filed your Complaint.

RESPONSE: Citibank objects to this request on the grounds that it seeks information that is irrelevant and outside the scope of this action and that have no relation to the claims and defenses raised in this litigation, and thus not proportional to the needs of the case. Citibank further objects based on work product privilege as this request, by its nature, would reveal Citibank's and its attorney's mental impressions, conclusions, opinions, and theories concerning this litigation.

4. Admit you regularly file numerous Complaints against alleged debtors in Palm Beach County Courts seeking damages based upon Unjust Enrichment.

RESPONSE: Citibank objects to this request on the grounds that it is overly broad, vague, ambiguous, unduly burdensome, and seeks information that is irrelevant and outside the scope of this action and that have no relation to the claims and defenses raised in this litigation, and thus not proportional to the needs of the case. Specifically, Defendant is seeking information against all “debtors,” which is overly broad and such term has not been defined. Further, Defendant has failed to limit this request to the claims and defenses in this action as it is entirely irrelevant what Citibank does in other matters with other “debtors” not related to Defendant’s account or this action.

5. Admit you regularly file numerous Complaints against alleged debtors in Palm Beach County Courts, which you are aware are legally meritless if properly challenged.

RESPONSE: Citibank objects to this request on the grounds that it is overly broad, vague, ambiguous, unduly burdensome, and seeks information that is irrelevant and outside the scope of this action and that have no relation to the claims and defenses raised in this litigation, and thus not proportional to the needs of the case. Specifically, Defendant is seeking information against all “debtors,” which is overly broad and such term has not been defined. Further, Defendant has failed to limit this request to the claims and defenses in this action as it is entirely irrelevant what Citibank does in other matters with other “debtors” not related to Defendant’s account or this action.

6. Admit you do not attach all Contracts to complaints, when you file complaints in Courts in the State of Florida, to institute suit against an individual.

RESPONSE: Citibank objects to this request on the grounds that it is overly broad, vague, ambiguous, unduly burdensome, and seeks information that is irrelevant and outside the scope of this action and that have no relation to the claims and defenses raised in this

litigation, and thus not proportional to the needs of the case. Specifically, Defendant is seeking information against all “individuals,” which is overly broad and such term has not been defined. Further, Defendant has failed to limit this request to the claims and defenses in this action as it is entirely irrelevant what Citibank does in other matters with other “individuals” not related to Defendant’s account or this action.

7. Admit the suit you instituted against Defendant is predicated upon two separate credit card numbers and not one.

RESPONSE: Denied.

8. Admit the suit you instituted against Defendant is predicated upon two separate credit card accounts and not one.

RESPONSE: Citibank objects as this is a duplicate request. Citibank directs Defendant to Citibank’s response to request no. 7.

9. Admit that at the time you filed your Motion to Compel Arbitration you were aware of the existence of the Florida Supreme Court case, Seifert v U.S. Home Corporation, 750 So.2d 633, 642-643 (1999).

RESPONSE: Citibank objects to this request on the grounds that it seeks information that is irrelevant and outside the scope of this action and that have no relation to the claims and defenses raised in this litigation, and thus not proportional to the needs of the case. Specifically, this court has already ruled on Citibank’s motion to compel arbitration, which was denied, and, as such, this request is irrelevant. Citibank further objects based on work product privilege as this request, by its nature, would reveal Citibank’s and its attorney’s mental impressions, conclusions, opinions, and theories concerning this litigation.

10. Admit you received a letter from Defendant dated August 28, 2019 disputing the debt you allege is owed.

RESPONSE: Citibank admits that it received a letter from Defendant dated August 28, 2019, otherwise, denied.

11. Admit you received a letter from Defendant dated May 25, 2020 disputing the debt you allege is owed.

RESPONSE: Citibank admits that it received a letter from Defendant dated May 25, 2020, otherwise, denied.

12. Admit you sent a letter to Defendant dated May 21, 2020 acknowledging receipt of Defendant's letter of August 28, 2019.

RESPONSE: Citibank admits that it, through counsel, sent a letter to Defendant dated May 21, 2020.

13. Admit you sent a letter to Defendant dated June 11, 2020 acknowledging receipt of correspondence from Defendant on June 1, 2020.

RESPONSE: Citibank admits that it, through counsel, sent a letter to Defendant dated June 11, 2020.

14. Admit the correspondence you received from Defendant on June 1, 2020 was Defendant's letter dated May 25, 2020.

RESPONSE: Denied as stated.

15. Admit you intentionally suggested and/or instructed your hired court reporter to appear late at a Zoom Hearing before the Court on May 18, 2021.

RESPONSE: Denied.

16. Admit the purpose of your intentional suggestion and/or instruction to your hired court reporter to appear late a Zoom Hearing before the Court on May 18, 2021 was to ensure your orally stated position would be on the record, while Defendant would be Prejudiced from having his initial oral presentation to the Court on the record.

RESPONSE: Denied.

17. Admit you had some type of discussion with your hired court reporter regarding the point in time he would appear at a Zoom Hearing before the Court on May 18, 2021.

RESPONSE: Denied.

18. Admit the discussion you had with your hired court reporter regarding the point in time he was to appear at a Zoom Hearing before the Court on May 18, 2021 extended beyond asserting he should appear at the time the Hearing was scheduled to begin.

RESPONSE: Denied.

19. Admit that to the best of your knowledge Defendant's initial oral presentation to the Court at a Zoom Hearing on May 18, 2021, would not be included in any transcript that would be issued by your hired court reporter for that date, since the court reporter was not present when Defendant made his initial oral presentation.

RESPONSE: Denied as stated.

/s/ Chantal M. Pillay

Louis M. Ursini, III, Esq.

Florida Bar No. 0355940

Primary Email Address: Louis.Ursini@arlaw.com

Secondary Email Address: Lisa.Stallard@arlaw.com

Chantal M. Pillay, Esq.
Florida Bar No. 108369
Primary: chantal.pillay@arlaw.com
Secondary: Lisa.Stallard@arlaw.com

ADAMS AND REESE LLP
100 N. Tampa St, Suite 4000
Tampa, Florida 33602
Tel: (813) 402-2880 / Fax: (813) 402-2887
Counsel for Citibank, N.A.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on February 15, 2021, the foregoing document has been electronically filed with the Clerk of the Court through the Florida Courts' eFiling Portal. I also certify that the foregoing document is being served this day on all counsel of record or pro se parties identified below in the manner specified, either via transmission of Notices of Electronic Filing generated by the E-Filing Portal or in some other authorized manner for those counsel or parties not authorized to receive electronically Notices of Electronic Filing.

Evan Gutman, CPA, JD
1675 NW 4th Avenue, #511
Boca Raton, FL 33432
Pro Se Defendant

Michael Thiel Debski, Esq.
Debski & Associates, P.A.
P.O. Box 47718
Jacksonville, FL 32247
rd@ecert.comcastbiz.net

/s/ Chantal M. Pillay
Chantal M. Pillay, Esq.
Florida Bar No. 108369

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

CITIBANK, N.A.,

Plaintiff,

CASE NO. 50-2020-005756-XXXX-MB

v.

EVAN S GUTMAN,

Defendant.

**PLAINTIFF CITIBANK, N.A.'S RESPONSES AND OBJECTIONS TO DEFENDANT
EVAN S GUTMAN'S REQUEST FOR PRODUCTION**

Plaintiff, Citibank, N.A. ("Citibank"), by and through its counsel and pursuant to Florida Rule of Civil Procedure 1.350, hereby responds to Defendant Evan S Gutman's ("Defendant") Request for Production ("Requests"), served on July 1, 2021 as follows:

Citibank has conducted a diligent search and reasonable inquiry in response to the Request for Production. However, Citibank has not completed its investigation of the facts related to this case, has not completed discovery in this Action, and has not completed its preparation for any trial that might be held herein. Its responses and objections to the Request for Production are based upon information currently known to Citibank and are given without prejudice to Citibank's right to revise, correct, supplement, add to, amend, or clarify its responses and/or objections to the Request for Production when and if additional information or documentation comes to its attention. Moreover, Citibank expressly reserves the right to make use of, or introduce at any hearing or trial, documents or facts not known to exist at the time of production, including, without limitation, documents obtained in the course of discovery in this action.

Citibank's Responses and Objections to the Request for Production or its production of any documents shall not be construed as: (i) an admission as to the relevance, admissibility, or materiality of any such documents or their subject matter; (ii) a waiver or abridgment of any applicable privilege; or (iii) an agreement that requests for similar documents will be treated similarly.

Further, Citibank reserves all of its rights, including its right to supplement, amend, or correct any of its Responses and Objections to the Request for Production and its right to object to the admissibility of any part of any document produced in response to any Request or information contained in any such document.

PRELIMINARY RESPONSE AND GENERAL OBJECTIONS

1. Citibank reserves the right to supplement, amend or correct all or any part of the response and objections provided herein, and the right to object to the admissibility in evidence of all or any of the information and/or documents identified and any information contained therein.

2. Citibank objects to the Request, including the Instructions and Definitions, to the extent it seeks to impose obligations on Citibank greater than those provided for by the applicable Civil Rules of Procedure, Court Orders and laws governing the proper scope of discovery, or seek information or documents not within Citibank's possession, custody or control. Citibank's response to the Request does not constitute, and should not be considered as acquiescence in the Definitions and Instructions accompanying the Request.

3. Citibank objects to the definition of "you" and "your(s)" to the extent it requires Citibank to obtain information from any person or entity other than Citibank, and any response provided is on behalf of Citibank only.

4. Citibank objects to the Request to the extent that it calls for “any,” and “all,” on the grounds it is overly broad and unduly burdensome. It is impossible to represent, even after a reasonable and diligent search, that all, each, or every bit of information falling within a description can be or has been assembled. Information or documents may be known by many people and may be kept in a myriad of locations and files. Citibank cannot warrant or represent that each or all or every bit of information requested has been provided, only that Citibank has disclosed that information which it could gather in response to Plaintiff’s Request after a reasonable and diligent investigation.

REQUESTS FOR PRODUCTION

1. Any and all documents of any nature you sent to any person, entity, or organization, regarding your litigation with Defendant, other than privileged communications between you and your counsel of record.

RESPONSE: Citibank objects to this request on the grounds that the request is overly broad, vague, ambiguous, unduly burdensome, harassing and oppressive in nature and seeks information that is irrelevant and outside the scope of this action and that have no relation to the claims and defenses raised in this litigation, and thus not proportional to the needs of the case. Defendant has requested “any and all documents of any nature” and to “any person, entity, or organization” without limiting his request to the relevant time period in the Complaint or counterclaim, relevant persons or entities, or to those documents related to Citibank or his account.

2. Copy of all documents you intend to use at trial.

RESPONSE: Citibank has not yet determined what documentary evidence it may use for trial and will supplement this response in accordance with the Florida Rules of Civil Procedure, if necessary.

3. Copy of all policy and procedure documents, including but not limited to internal manuals and memos, delineating how you proceed with collection efforts pertaining to alleged delinquent accounts.

RESPONSE: Citibank specifically objects to this request on the grounds that the request is overly broad, vague, ambiguous, unduly burdensome, harassing and oppressive in nature and seeks information that is irrelevant and outside the scope of this action and that have no relation to the claims and defenses raised in this litigation, and thus not proportional to the needs of the case. Defendant has requested “policy and procedure documents,” including internal manual and memos, without limiting his request to the relevant time period in the Complaint or counterclaims. Additionally, any policies and procedures of Citibank are entirely irrelevant to the claims and defenses raised. Citibank further objects on the basis that this request seeks documents containing confidential, proprietary, or trade secrets.

4. Any and all written documents of any nature that you sent to any person, entity, organization or other third party, regarding Defendant's alleged debts, other than privileged communications between you and your counsel of record.

RESPONSE: Citibank objects to this request on the grounds that the request is overly broad, vague, ambiguous, unduly burdensome, and seeks information that is irrelevant and outside the scope of this action and that have no relation to the claims and defenses raised in this litigation, and thus not proportional to the needs of the case. Defendant has requested “any and all documents of any nature” and to “any person, entity, or organization” without

limiting his request to the relevant time period in the Complaint or counterclaim, relevant persons or entities, or to those documents related to Citibank or his account that is the subject of this litigation. Defendant has not defined the term “debts” so it is vague and ambiguous.

5. Copy of all documents of any nature in your possession, including but not limited to memos, correspondence and case law in your possession, which weaken rather than strengthen your legal claims against Defendant.

RESPONSE: Citibank objects to this request on the grounds that the request is vague and ambiguous, and seeks information that is irrelevant and outside the scope of this action and that have no relation to the claims and defenses raised in this litigation, and thus not proportional to the needs of the case. Specifically, Citibank does not know what Defendant means by “weaken[s] rather than strengthen[s]” its claims against Defendant and as such this request is vague and ambiguous. Citibank further objects based on work product and attorney client privileges as the production of such documents or case law would, by its nature, reveal Citibank’s and its attorney’s mental impressions, conclusions, opinions, and theories concerning this litigation.

6. Copies of all emails, correspondence and other documents of any nature that anyone in your organization has sent to anyone else in your organization regarding Defendant; including but not limited to internal emails sent to your own directors, shareholders, employees and affiliates regarding Defendant.

RESPONSE: Citibank objects to this request on the grounds that the request is overly broad, vague, ambiguous, unduly burdensome, and seeks information that is irrelevant and outside

the scope of this action and that have no relation to the claims and defenses raised in this litigation, and thus not proportional to the needs of the case. Defendant has requested “all emails, correspondence and other documents of any nature” without limiting his request to the relevant time period or claims in the Complaint and counterclaim. Citibank further objects as this request seeks information protected by the attorney-client privilege or work product doctrine, and seeks confidential and proprietary documents.

7. Copy of all documents, emails and correspondence of any nature that you received from Defendant during the last four years.

RESPONSE: Citibank specifically objects to this request on the grounds that the request is overly broad, vague, ambiguous, unduly burdensome, harassing and oppressive in nature and seeks information that is irrelevant and outside the scope of this action and that have no relation to the claims and defenses raised in this litigation, and thus not proportional to the needs of the case. Defendant has failed to limit this request to the claims in this litigation or the subject account. Without waiving said objections, Citibank will produce non-privileged documents in its possession, custody or control responsive to this request for the subject account.

8. Copy of all documents, emails and correspondence of any nature that you sent to Defendant during the last four years.

RESPONSE: Citibank specifically objects to this request on the grounds that the request is overly broad, vague, ambiguous, unduly burdensome, harassing and oppressive in nature and seeks information that is irrelevant and outside the scope of this action and that have no relation to the claims and defenses raised in this litigation, and thus not proportional to the

needs of the case. Defendant has failed to limit this request to the claims in this litigation. Subject to said objections, Citibank will produce non-privileged documents in its possession, custody or control responsive to this request.

9. Copy of all written contracts in your possession between you and Defendant.

RESPONSE: Citibank specifically objects to this request on the grounds that the request is overly broad, vague, ambiguous, unduly burdensome, harassing and oppressive in nature and seeks information that is irrelevant and outside the scope of this action and that have no relation to the claims and defenses raised in this litigation, and thus not proportional to the needs of the case. Defendant has failed to limit this request in time or to the subject Account in this litigation. Without waiving said objections, Citibank will produce the Card Agreement for the subject Account.

10. Copy of all documents, emails and correspondence of any nature in your possession that you sent to or received from any person, employee or representative of Discover Bank, N.A.

RESPONSE: Citibank specifically objects to this request on the grounds that the request is overly broad, vague, ambiguous, unduly burdensome, harassing and oppressive in nature and seeks information that is irrelevant and outside the scope of this action and that have no relation to the claims and defenses raised in this litigation, and thus not proportional to the needs of the case. Defendant has failed to limit this request in time or to the claims in this litigation.

11. Copy of all documents, emails and correspondence of any nature in your possession that you sent to or received from any person, employee or representative of Cavalry SPV I, LLC or any affiliates you are aware of.

RESPONSE: Citibank specifically objects to this request on the grounds that the request is overly broad, vague, ambiguous, unduly burdensome, harassing and oppressive in nature and seeks information that is irrelevant and outside the scope of this action and that have no relation to the claims and defenses raised in this litigation, and thus not proportional to the needs of the case. Defendant has failed to limit this request in time or to the claims in this litigation.

12. Copy of all documents, emails and correspondence of any nature in your possession regarding Defendant; **between Chief In-Counsel of your entity and In-House Counsel** in charge of coordinating this litigation with your Counsel of Record. (NOTE: Such communications are NOT privileged information).

RESPONSE: Citibank specifically objects to this request on the grounds that the request is overly broad, vague, ambiguous, unduly burdensome, harassing and oppressive in nature and seeks information that is irrelevant and outside the scope of this action and that have no relation to the claims and defenses raised in this litigation, and thus not proportional to the needs of the case. Defendant has failed to limit this request in time or to the claims in this litigation. Citibank further objects to this request as Defendant seeks privileged materials including, but not limited to, materials subject to the attorney/client and work product privileges.

13. Copy of all credit reports in your possession of; or concerning Defendant that you have drawn since January 1, 2019.

RESPONSE: Citibank specifically objects to this request on the grounds that the request is overly broad, vague, ambiguous, unduly burdensome, harassing and oppressive in nature

and seeks information that is irrelevant and outside the scope of this action and that have no relation to the claims and defenses raised in this litigation, and thus not proportional to the needs of the case. Defendant has failed to limit this request in time or to the claims in this litigation.

/s/ Chantal M. Pillay

Louis M. Ursini, III, Esq.

Florida Bar No. 0355940

Primary Email Address: Louis.Ursini@arlaw.com

Secondary Email Address: Lisa.Stallard@arlaw.com

Chantal M. Pillay, Esq.

Florida Bar No. 108369

Primary: chantal.pillay@arlaw.com

Secondary: Lisa.Stallard@arlaw.com

ADAMS AND REESE LLP

100 N. Tampa St., Suite 4000

Tampa, Florida 33602

Tel: (813) 402-2880 / Fax: (813) 402-2887

Counsel for Citibank, N.A.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on February 15, 2021, the foregoing document has been electronically filed with the Clerk of the Court through the Florida Courts' eFiling Portal. I also certify that the foregoing document is being served this day on all counsel of record or pro se parties identified below in the manner specified, either via transmission of Notices of Electronic Filing generated by the E-Filing Portal or in some other authorized manner for those counsel or parties not authorized to receive electronically Notices of Electronic Filing.

Evan Gutman, CPA, JD
1675 NW 4th Avenue, #511
Boca Raton, FL 33432
Pro Se Defendant

Michael Thiel Debski, Esq.
Debski & Associates, P.A.
P.O. Box 47718
Jacksonville, FL 32247
rd@ecert.comcastbiz.net

/s/ Chantal M. Pillay
Chantal M. Pillay, Esq.
Florida Bar No. 108369

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

CITIBANK, N.A.,

Plaintiff,

CASE NO. 50-2020-005756-XXXX-MB

v.

EVAN S GUTMAN,

Defendant.

_____ /

**NOTICE OF SERVICE OF PLAINTIFF CITIBANK, N.A.'S ANSWERS
AND OBJECTIONS TO DEFENDANT'S INTERROGATORIES**

Plaintiff, Citibank, N.A. ("Citibank"), by and through its counsel and pursuant to Florida Rule of Civil Procedure 1.340, hereby gives notice that it has served its responses to Defendant Evan S Gutman's ("Defendant") Interrogatories, served on July 1, 2021.

/s/ Chantal M. Pillay

Louis M. Ursini, III, Esq.

Florida Bar No. 0355940

Primary Email Address: Louis.Ursini@arlaw.com

Secondary Email Address: Lisa.Stallard@arlaw.com

Chantal M. Pillay, Esq.

Florida Bar No. 108369

Primary: chantal.pillay@arlaw.com

Secondary: Lisa.Stallard@arlaw.com

ADAMS AND REESE LLP

100 N. Tampa St, Suite 4000

Tampa, Florida 33602

Tel: (813) 402-2880 / Fax: (813) 402-2887

Counsel for Citibank, N.A.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on February 15, 2021, the foregoing document has been electronically filed with the Clerk of the Court through the Florida Courts' eFiling Portal. I also certify that the foregoing document is being served this day on all counsel of record or pro se parties identified below in the manner specified, either via transmission of Notices of Electronic Filing generated by the E-Filing Portal or in some other authorized manner for those counsel or parties not authorized to receive electronically Notices of Electronic Filing.

Evan Gutman, CPA, JD
1675 NW 4th Avenue, #511
Boca Raton, FL 33432
Pro Se Defendant

Michael Thiel Debski, Esq.
Debski & Associates, P.A.
P.O. Box 47718
Jacksonville, FL 32247
rd@ecert.comcastbiz.net

/s/ Chantal M. Pillay
Chantal M. Pillay, Esq.
Florida Bar No. 108369

TAB

APP-4

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

CITIBANK, N.A.,

Plaintiff,

v.

CASE NO.: 50-2020-cc-005756

EVAN S. GUTMAN,

Defendant.

_____ /

NOTICE OF HEARING
(Confirmation No. DIVRF20220608114547)

PLEASE TAKE NOTICE that on **July 7, 2022 at 9:30 a.m.**, or as soon thereafter as counsel can be heard, a hearing will be held on **Plaintiff's Response and Motion to Strike Affirmative Defenses and Plaintiff's Motion for Extension of Time to Respond to Discovery** before the Honorable James W. Sherman via Zoom:

<https://us02web.zoom.us/j/3671807743>

Meeting ID: 3671807743

Password: 86258174

Dial-in Information:

+1 8884754499 US Toll-Free

+1 8778535257 US Toll-Free

TIME RESERVED: Thirty (30) minutes.

PLEASE BE GOVERNED ACCORDINGLY.

/s/ Chantal M. Pillay _____

Chantal M. Pillay, Esq.

Florida Bar No. 108369

Primary email: chantal.pillay@arlaw.com

Secondary email: lisa.stallard@arlaw.com

Louis M. Ursini, III, Esq.
Florida Bar No. 00355940
Primary email: louis.ursini@arlaw.com
Secondary email: lisa.stallard@arlaw.com

ADAMS AND REESE LLP
100 North Tampa Street, Suite 4000
Tampa, FL 33602
Telephone: 813-402-2880
Fax: 813-402-2887
Counsel for Citibank, N.A.

CERTIFICATE OF COMPLIANCE

Pursuant to Local Rule 4, the undersigned states that the Defendant/Counter-Plaintiff is self-represented.

/s/ Chantal M. Pillay

Chantal M. Pillay, Esq.
FBN: 108369

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 13th day of June, 2022, the foregoing has been electronically filed with the Clerk of Court through the Florida Courts' E-Filing Portal. I further certify that the foregoing document is being served on all counsel of record identified below, either via transmission of Notices of Electronic Filing generated by the E-Filing Portal or in some other authorized manner for those counsel or parties not authorized to receive electronic Notices of Electronic Filing.

Evan Gutman
1675 NW 4th Avenue #511
Boca Raton, FL 33432
Via U.S. Mail delivery

/s/ Chantal M. Pillay

Chantal M. Pillay, Esq.
FBN: 108369

“If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Tammy Anton, Americans with Disabilities Act Coordinator, Palm Beach County Courthouse, 205 North Dixie Highway West Palm Beach, Florida 33401; telephone number (561) 355-4380 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.”

NOT A CERTIFIED COPY

TAB

APP-5

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

CASE NUMBER:

CITIBANK, N.A.

50-2020-CC-005756-XXXX-MB

Plaintiff

v

EVAN S GUTMAN

**NOTICE OF DEPOSIT OF FUNDS
FOR AUTOMATIC STAY PENDING
APPEAL - SUBMISSION OF BOND OR
CASH DEPOSITED WITH CLERK -
FRAP 9.310(c) (1)**

Defendant

Pursuant to FRAP 9.310(c)(1) Defendant/Appellant Evan Gutman, hereby provides Notice he is presenting for deposit with the Palm Beach County Court Clerk this day the sum of **\$ 14,080.70** in the form of a Cashier's Check, which equals the full amount of the monetary judgment entered in this case of **\$ 12,813.42 PLUS** two years of statutory interest at **4.75%** equalling **\$ 608.64** per year, and PLUS \$ 50.00 attributable to any rounding differential. Defendant is thereupon entitled to an Automatic Stay of Enforcement of the Money Judgment rendered by Judge Garrison on September 19, 2022, pending the outcome of the appeal of this matter. A copy of the Final Judgment is attached.

Defendant/Appellant upon the final outcome of the appeal and final review will comply with the Order as required, including imposition of costs; interest; fees; and other conditions as may be required by law.

Dated this 1st day of November, 2022.

COPY
COUNTY CIVIL DIVISION

NOV 01 2022

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER



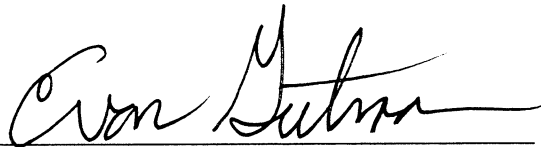
Evan Gutman CPA, JD
Member State Bar of Pennsylvania
Member District of Columbia Bar
1675 NW 4th Avenue, #511
Boca Raton, FL 33432
561-990-7440

CERTIFICATE OF SERVICE

I, Evan Gutman, hereby CERTIFY a true copy of the foregoing is being served electronically via E-Mail upon Plaintiff's Counsel, Adams and Reese, LLP and a follow up copy will also be sent via U.S. Mail addressed as follows to :

Adams and Reese LLP
Attn: Kenneth M. Curtin, Esq.
100 N. Tampa Street, Suite 4000
Tampa, Florida 33602

DATED this 1st day of November, 2022.



Evan Gutman CPA, JD
Member State Bar of Pennsylvania
Member District of Columbia Bar
Florida Certified Public Accountant
New Jersey Certified Public Accountant

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

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

CITIBANK, N.A.,

Plaintiff,

Case No. 2020-005756-CC

v.

EVAN S. GUTMAN,

Defendant.

FINAL JUDGMENT

THIS CAUSE having been tried before this Court on September 15, 2022 and the Court having reviewed the pleadings, heard testimony, taken evidence, and being otherwise fully advised in the premises, the Court:

FINDS, ORDERS AND ADJUDGES that:

1. That on September 15, 2022, Plaintiff, Citibank, N.A., presented the testimony of Judy Delage, an employee and Assistant Vice President of Citibank, N.A., who provided uncontroverted testimony and entered into evidence various exhibits, including, but not limited to, monthly account statements sent to Defendant, Evan S. Gutman, detailing the amounts owed. Defendant, Evan S. Gutman, failed to appear at trial and failed to present any evidence contradicting Citibank, N.A.'s testimony and documentary evidence.

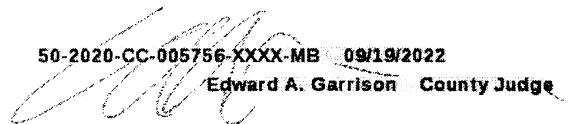
2. That based upon the testimony and evidence presented, Plaintiff, Citibank, N.A., is entitled to a Final Judgment in its favor on Count I of the Complaint for account stated. The Court finds that Plaintiff is owed the principal amount of \$11,292.15 as of July 15, 2019, \$1,521.27 in pre-judgment interest from July 16, 2019 until the date of trial, September 15, 2022, for a total amount owed of \$12,813.42, exclusive of taxable costs and attorneys' fees. The Court notes that the statutory pre-judgment interest between July 15, 2019 and September 15, 2022 fluctuated from a high of 6.89% to a low of 4.25% with the current rate being 4.75%. For the ease of calculating the pre-judgment interest, Citibank has used only the lowest rate of 4.25% and has waived the right to recover any further pre-judgment interest.

3. Therefore, Plaintiff, Citibank, N.A., with a mailing address of 701 E. 60th Street N.,

Sioux Falls, South Dakota 57117, shall have and recover against Defendant, Evan S. Gutman, with the last known mailing address of 1675 NW 4th Avenue #511, Boca Raton, FL 33432 the grand total of \$12,813.42 that shall bear interest at the statutory rate of 4.75%, for which let execution issue.

4. The Court reserves jurisdiction to award taxable costs and attorneys' fees upon proper motion.

DONE AND ORDERED in Chambers, at West Palm Beach, Palm Beach County, Florida.


50-2020-CC-005756-XXXX-MB 09/19/2022
Edward A. Garrison County Judge

50-2020-CC-005756-XXXX-MB 09/19/2022
Edward A. Garrison
County Judge

Copies to:

Kenneth M. Curtin, Esq., Adams and Reese LLP,
Evan Gutman, 1675 NW 4th Avenue #511, Boca Raton, FL 33432

TAB

APP-6

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

CITIBANK, N.A.,

Plaintiff,

Case No. 2020-005756-CC

v.

EVAN S. GUTMAN,

Defendant.

_____ /

**PLAINTIFF, CITIBANK, N.A.'S, MOTION FOR ORDER
OF DISMISSAL AS TO COUNT II FOR UNJUST ENRICHMENT**

Plaintiff, Citibank, N.A. (“Citibank”), files this its Motion for an Order of Dismissal as to Count II for Unjust Enrichment and states:

1. On July 8, 2020, Citibank filed its initial Complaint in this matter. (D.E. 3). The Complaint is a simple credit card collection matter and contained two counts: Count I for account stated; and, Count II, pled in the alternative, for unjust enrichment.

2. On September 15, 2022, this action was tried before this Court and on September 19, 2022 this Court entered a Judgment as to Count I for account stated in favor of Citibank for \$12,813.42. Based upon the fact that Count II for unjust enrichment was pled in alternative and requested the same monetary relief, the Final Judgment did not mention Count II.

3. Rule 1.420(a)(2), *Fla.R.Civ.P.*, provides that a Court may “upon such terms and conditions as the court deems proper” dismiss an action. Due to the fact that a Final Judgment has been entered as to Count I of the Complaint for account stated, Count II of the Complaint is moot and should be dismissed.

WHEREFORE, Plaintiff, Citibank, N.A., requests that this Court grant its Motion for an Order of Dismissal as to Count II for Unjust Enrichment, enter an Order dismissing Count II for unjust enrichment without prejudice, and for any additional relief this Court deems necessary, just, and proper.

Dated this 27th day of October, 2022.

/s/ Kenneth M. Curtin
Kenneth M. Curtin, Esq.
Florida Bar No. 087319
Primary: kenneth.curtin@arlaw.com
Secondary: teresa.soluri@arlaw.com

ADAMS AND REESE LLP
100 North Tampa Street, Suite 4000
Tampa, FL 33602
813-402-2880 (Telephone)
813-402-2887 (Facsimile)
Attorneys for Plaintiff, Citibank, N.A.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 27th day of October, 2022, the foregoing has been electronically filed with the Clerk of Court through the Florida Courts' E-Filing Portal. I further certify that the foregoing document is being served on all counsel of record identified below, either via transmission of Notices of Electronic Filing generated by the E-Filing Portal or in some other authorized manner for those counsel or parties not authorized to receive electronic Notices of Electronic Filing.

Evan Gutman
1675 NW 4th Avenue #511
Boca Raton, FL 33432
*Via U.S. Mail delivery
and email to*
egutman@gutmanvaluations.com

/s/ Kenneth M. Curtin
Kenneth M. Curtin, Esq.
FBN: 087319

TAB

APP-7

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

CITIBANK, N.A.,

Plaintiff,

Case No. 2020-005756-CC

v.

EVAN S. GUTMAN,

Defendant.

_____ /


**ORDER GRANTING PLAINTIFF, CITIBANK, N.A.'S, MOTION FOR
ORDER OF DISMISSAL AS TO COUNT II FOR UNJUST ENRICHMENT**

THIS CAUSE came before the Court upon Plaintiff, Citibank, N.A.'s, Motion for an Order of Dismissal as to Count II for Unjust Enrichment ("Motion") dated October 27, 2022 and this Court having reviewed and considered the Motion hereupon:

FINDS, ORDERS, AND ADJUDGES the following:

1. That the Motion is GRANTED in that Count II of the Complaint for unjust enrichment is hereby dismissed.

DONE AND ORDERED in Chambers, at West Palm Beach, Palm Beach County, Florida.


50-2020-CC-005756-XXXX-MB 11/01/2022
Edward A. Garrison County Judge

50-2020-CC-005756-XXXX-MB 11/01/2022
Edward A. Garrison
County Judge

Copies to:

Kenneth M. Curtin, Esq., Adams and Reese LLP,
Evan Gutman, 1675 NW 4th Avenue #511, Boca Raton, FL 33432

TAB

APP-8

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

CITIBANK, N.A.,

Plaintiff,

Case No. 2020-005756-CC

v.

EVAN S. GUTMAN,

Defendant.

**PLAINTIFF, CITIBANK, N.A.'S, MOTION
FOR ATTORNEYS' FEES AND TAXABLE COSTS**

Plaintiff, Citibank, N.A. ("Citibank"), files this its Motion for Attorneys' Fees and Taxable Costs against Defendant, Evan S. Gutman ("Gutman"), and states:

I. Procedural Background

1. On July 8, 2020, Citibank filed its initial Complaint in this matter. (D.E. 3)
2. On October 6, 2020, Gutman filed his Answer and Defenses. (D.E. 10).
3. On July 29, 2022, Citibank served upon Gutman via email and U.S. certified mail Citibank's Second Proposal for Settlement ("Proposal for Settlement") pursuant to Rule 1.442, *Fla.R.Civ.P.*, and Section 768.79, *Fla.Stat.*. In the Proposal for Settlement, Citibank proposed to accept a one-time, lump sum payment from Gutman in the amount of \$7,904.51 in settlement of all claims in this action. Gutman failed to accept the Proposal for Settlement within the timeframe proscribed by law and as such the Proposal for Settlement was deemed rejected by Gutman. A true and correct copy of the Proposal for Settlement is attached hereto as **Exhibit "A."**

4. On September 15, 2022, this action was tried before this Court and on September 19, 2022 this Court entered a Judgment in favor of Citibank for \$12,813.42. A true and correct copy of the Final Judgment is attached hereto as **Exhibit “B.”**

II. Entitlement to Costs and Attorneys' Fees and Amount of Costs

5. Citibank is undisputedly the prevailing party. As a result, Citibank is entitled to a judgment taxing both its costs against Gutman pursuant to Section 57.041(1), *Fla.Stat.*, and its attorneys’ fees pursuant to Florida’s Offer of Judgment Statute, Section 768.79(6), *Fla.Stat.*, and Section 1.442, *Fla.R.Civ.P.*, on Proposals for Settlement.

A. Citibank is Entitled to its Costs Pursuant to Section 57.041(1), Fla.Stat.

6. Pursuant to Section 57.041(1), *Fla.Stat.*, a “party recovering judgment shall recover all his or her legal costs and charges which shall be included in the judgment.” Undisputedly, due to the Court’s Final Judgment, Citibank is not only the prevailing party, but is also the party recovering a judgment and, therefore, is entitled to its legal costs and charges to be taxed against Gutman. *Hendry Tractor Co. v. Fernandez*, 432 So.2d 1315, 1315-17 (Fla. 1983); *Wolfe v. Culpepper Constructors, Inc.*, 104 So.3d 1132, 1136 (Fla. 2d DCA 2012); *Land & Sea Petroleum, Inc. v. Business Specialists, Inc.*, 53 So.3d 348, 355 (Fla. 4th DCA 2011).

7. To date, Citibank’s taxable costs are as follows:

OUTLINE OF TAXABLE COSTS		
DATE	DESCRIPTION	AMOUNT
07/09/2020	Clerk of the Court – Filing Fee	\$300.00
07/09/2020	Clerk of the Court – Summons	\$ 10.00
06/16/2022	Clerk of the Court – Court Ordered Mediation	\$ 60.00
07/07/2022	Esquire – Hearing Attendance	\$135.00
TOTAL		\$505.00

8. Therefore, Citibank requests that this Court enter a Final Judgment in its favor and against Gutman for Citibank's costs in at least the amount of \$505.00. Additional costs may be incurred which Citibank reserves the right to request be added to any Final Judgment.

B. Citibank is Entitled to its Attorneys' Fees and Costs Pursuant to Florida's Offer of Judgment and Proposal for Settlement Rules

9. On July 29, 2022, Citibank propounded upon Gutman its Proposal for Settlement offering to accept a one-time, lump sum payment from Gutman in the amount of \$7,904.51 in settlement of all claims in this action. *See infra*, Exhibit "A."

10. In accordance with Rule 1.442(f)(1), *Fla.R.Civ.P.*, the Proposal for Settlement is "deemed rejected unless accepted by delivery of a written notice of acceptance within 30 days after service of the proposal." Gutman failed to accept the Proposal for Settlement within the timeframe provided for in the Rules (and, in fact, never attempted to accept the Proposal for Settlement at any time or in any manner), and, therefore such is deemed rejected.

11. Pursuant to Section 768.79(1), *Fla.Stat.*, a "[i]f a plaintiff files a demand for judgment which is not accepted by the defendant within 30 days and the plaintiff recovers a judgment in an amount at least 25 percent greater than the offer, she or he shall be entitled to recover reasonable costs and attorney's fees incurred from the date of the filing of the demand." That is exactly what occurred in the instant case in that the Proposal for Settlement was for \$7,904.51 and 25% more than that amount equals \$9,880.64 and the Final Judgment amount was for \$12,813.42.

12. The law is clear that a party has the substantive right to an award of attorneys' fees once the prerequisites pursuant to Section 768.79(1), *Fla.Stat.*, are met.

See *Key West Seaside, LLC v. Certified Lower Keys Plumbing, Inc.*, 208 So.3d 718, 721 (Fla. 3d DCA 2015); *Vines v. Mathis*, 867 So.2d 548, 549 (Fla. 1st DCA 2004) (holding that Section 768.79 creates a mandatory right to attorney's fees when a party has made an offer of judgment and the judgment against that party is at least 25% less than the offer); *Mesa v. Ocean Enters., Inc.*, 803 So.2d 908, 909-10 (Fla. 4th DCA 2002).

13. As a result, Citibank is entitled to its attorneys' and paralegal fees and costs related to this litigation since the making of its Proposal for Settlement, or in other words, since July 29, 2022.

14. The total amount of attorneys' and paralegal fees expended from July 29, 2022 up until September 20, 2019 (the date of the Final Judgment) equals \$20,937.50 and is summarized as follows:

SUMMARY OF ATTORNEYS' AND PARALEGAL FEES				
Time Keeper	Description	Hours Billed	Hourly Rate	Bill Amount
Curtin, K.	Attorney	53.9	\$345.00	\$18,595.50
Ursini, L.	Attorney	3.4	\$305.00	\$1,037.00
Mihokovich, D.	Attorney	.5	\$360.00	\$180.00
Stevens, S.	Paralegal	7.5	\$150.00	\$1,125.00
TOTALS		65.3		\$20,937.50

15. Therefore, Citibank requests that this Court enter a Final Judgment in its favor and against Gutman for Citibank's attorneys' and paralegal fees in at least the amount of \$20,937.50. Additional attorneys' and paralegal fees will be incurred in that there will be time for this motion and also not all time incurred has at this time been closed out since such usually occurs at the end of the month. Citibank reserves the right to request any such further time be added to any Final Judgment.

WHEREFORE, Plaintiff, Citibank, N.A., requests that this Court grant its Motion for Attorneys' Fees and Taxable Costs against Defendant, Evan S. Gutman, enter a Final

Judgment for Taxable Costs and Attorneys' Fees pursuant to Florida law and Citibank's Proposal for Settlement, and for all further relief the Court deems necessary and just.

Dated this 21st day of September, 2022.

/s/ Kenneth M. Curtin

Kenneth M. Curtin, Esq.

Florida Bar No. 087319

Primary: kenneth.curtin@arlaw.com

Secondary: teresa.soluri@arlaw.com

ADAMS AND REESE LLP

100 North Tampa Street, Suite 4000

Tampa, FL 33602

813-402-2880 (Telephone)

813-402-2887 (Facsimile)

Attorneys for Plaintiff, Citibank, N.A.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 21st day of September, 2022, the foregoing has been electronically filed with the Clerk of Court through the Florida Courts' E-Filing Portal. I further certify that the foregoing document is being served on all counsel of record identified below, either via transmission of Notices of Electronic Filing generated by the E-Filing Portal or in some other authorized manner for those counsel or parties not authorized to receive electronic Notices of Electronic Filing.

Evan Gutman

1675 NW 4th Avenue #511

Boca Raton, FL 33432

Via U.S. Mail delivery

and email to

egutman@gutmanvaluations.com

/s/ Kenneth M. Curtin

Kenneth M. Curtin, Esq.

FBN: 087319

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

CITIBANK, N.A.,

Plaintiff,

Case No. 2020-005756-CC

v.

EVAN S. GUTMAN,

Defendant.

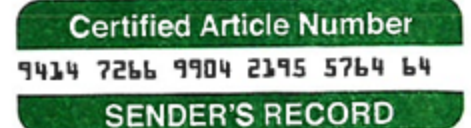
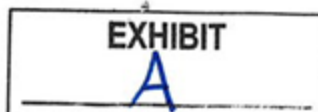
PLAINTIFF'S SECOND PROPOSAL FOR SETTLEMENT TO DEFENDANT

Plaintiff, Citibank, N.A., by and through its undersigned attorneys, and pursuant to Rule 1.442, *Fla.R.Civ.P.*, and Section 768.79, *Fla.Stat.*, hereby serves this Second Proposal for Settlement upon Defendant, Evan S. Gutman, and states:

1. This Proposal for Settlement ("Proposal") is being served upon Defendant, Evan S. Gutman ("Defendant"), to resolve all claims and counts set forth in Plaintiff, Citibank, N.A.'s ("Plaintiff"), Complaint and any other Complaint or Amended Complaint and all other claims and counts by Plaintiff against Defendant as well as any Counterclaims or Amended Counterclaims by Defendant against Plaintiff in the instant lawsuit ("Lawsuit"), and any pending claims for damages or other claims by Plaintiff against Defendant or by Defendant against Plaintiff and any damages including, but not limited to, statutory, actual, and compensatory damages as well as any claims for costs, interest, and attorney's fees, if any, that may be awarded to Plaintiff against Defendant or to Defendant against Plaintiff in the Lawsuit.

2. Plaintiff hereby proposes to accept a total lump sum payment by Defendant to Plaintiff of Seven Thousand Nine Hundred and Four Dollars and 51/100 Cents (\$7,904.51) ("Settlement Amount") which shall be paid by Defendant to Plaintiff to resolve all claims,

:70315825_1



counts, and causes of action set forth in the Lawsuit by Plaintiff against Defendant or by Defendant against Plaintiff. The Settlement Amount shall be paid within fifteen (15) days of Defendant's written acceptance of this Proposal for Settlement and shall be paid to Plaintiff's counsel via check made payable to the "Trust Account of Adams and Reese, LLP" or via wire transfer to the trust account of Adams and Reese, LLP. If Defendant desires to pay via wire transfer, upon written request, counsel for Plaintiff shall provide the wiring instructions to Defendant.

3. This Proposal is intended to resolve all the claims for relief against Defendant that have been brought by Plaintiff in the Lawsuit and all damages that would or could otherwise be awarded in a final judgment against Defendant in the Lawsuit as well as any claims for relief against Plaintiff that have been brought by Defendant in the Lawsuit and all damages that would or could otherwise be awarded in a final judgment against Plaintiff in the Lawsuit.

4. The non-monetary terms of this Proposal are that simultaneously with Defendant sending the Settlement Amount to Plaintiff, Defendant or counsel for Defendant will execute and deliver to counsel for Plaintiff a Stipulation for Dismissal with Prejudice as to the Lawsuit in the form attached as Exhibit "A." Thereafter, counsel for Plaintiff shall hold onto to the Stipulation for Dismissal with Prejudice until clearance of the funds representing the Settlement Amount and upon clearance of the funds sign the Stipulation for Dismissal with Prejudice, file with the Court, and send the Court an Order on the Stipulation for Dismissal with Prejudice for the Court's execution in the form attached as Exhibit "B."

5. This Proposal does not include any amount to settle any claim for punitive damages as none have been pled by Plaintiff as of the date of this Proposal. To the extent that

Defendant claims any right to punitive damages against Plaintiff, this Proposal will resolve all such claims.

6. To the extent that Plaintiff or Defendant have pled a right to attorneys' fees in one or more counts in the Lawsuit and to the extent that attorneys' fees are recoverable, this Proposal includes attorneys' fees.

7. Any acceptance of this Proposal must be in writing to counsel for Plaintiff.

8. Pursuant to Section 768.79(3), Florida Statutes, and Florida Rule of Civil Procedure 1.442, this Proposal is being served upon Defendant, but will not be filed with the Court unless filing is necessary to enforce the provisions of Section 768.79, Florida Statutes, and Florida Rule of Civil Procedure 1.442.

July 29, 2022.

/s/ Kenneth M. Curtin

Kenneth M. Curtin

Florida Bar No. 087319

Primary: Kenneth.Curtin@arlaw.com

Secondary: Teresa.Soluri@arlaw.com

ADAMS AND REESE LLP

100 North Tampa Street, Suite 4000

Tampa, Florida 33602

Tel: (813) 402-2880

Fax: (813) 402-2887

Counsel for Plaintiff, Citibank, N.A.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via electronic delivery and U.S. Certified Mail delivery this 29th day of July, 2022 to:

Evan Gutman
1675 NW 4th Avenue #511
Boca Raton, FL 33432
Via Certified Mail delivery
and email to egutman@gutmanvaluations.com

/s/ Kenneth M. Curtin

Kenneth M. Curtin
Florida Bar No. 087319

NOT A CERTIFIED COPY

EXHIBIT "A" – STIPULATION FOR DISMISSAL

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

CITIBANK, N.A.,

Plaintiff,

Case No. 2020-005756-CC

v.

EVAN S. GUTMAN,

Defendant.

JOINT STIPULATION FOR DISMISSAL WITH PREJUDICE

Plaintiff, Citibank, N.A. ("Plaintiff"), and Defendant, Evan S. Gutman ("Defendant"), by and through their undersigned counsel, stipulate and agree to the following:

1. Any and all complaints, amended complaints, claims, and causes of action brought by Plaintiff against Defendant are hereby dismissed with prejudice.
2. Any and all counterclaims, amended counterclaims, claims, and causes of action brought by Defendant against Plaintiff are hereby dismissed with prejudice.
3. The Parties to this Stipulation shall pay their own attorneys' fees and costs incurred in this litigation.

/s/ Kenneth M. Curtin, Esq.
Kenneth M. Curtin, Esquire
Adams and Reese, LLP
100 North Tampa Street, Suite 4000
Tampa, Florida 33062
Florida Bar Number 87319
Counsel for Plaintiff
Dated: July __, 2022

/s/ Evan S. Gutman
Evan S. Gutman
1675 NW 4th Avenue, #511
Boca Raton, Florida 33432
Member of State Bar of Pennsylvania
Member of District of Columbia Bar
Dated: July __, 2022

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the ___ day of July, 2022, the foregoing has been electronically filed with the Clerk of Court through the Florida Courts' E-Filing Portal. I further certify that the foregoing document is being served on all counsel of record identified below, either via transmission of Notices of Electronic Filing generated by the E-Filing Portal or in some other authorized manner for those counsel or parties not authorized to receive electronic Notices of Electronic Filing.

Evan Gutman
1675 NW 4th Avenue #511
Boca Raton, FL 33432
Via U.S. Mail delivery
And email to
egutman@gutmanvaluations.com

/s/ Kenneth M. Curtin
Kenneth M. Curtin, Esq.
FBN: 087319

EXHIBIT "B" – ORDER ON STIPULATION FOR DISMISSAL

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

CITIBANK, N.A.,

Plaintiff,

Case No. 2020-005756-CC

v.

EVAN S. GUTMAN,

Defendant.

ORDER ON JOINT STIPULATION FOR DISMISSAL WITH PREJUDICE

THIS CAUSE having come before the Court upon Plaintiff, Citibank, N.A.'s ("Plaintiff"), and Defendant, Evan S. Gutman's ("Defendant"), Stipulation for Dismissal with Prejudice and the parties having agreed upon the same and the Court having otherwise been duly advised in the premises, it is hereupon:

ORDERED AND ADJUDGED that:

1. Any and all complaints, amended complaints, claims, and causes of action brought by Plaintiff against Defendant are hereby dismissed with prejudice.
2. Any and all counterclaims, amended counterclaims, claims, and causes of action brought by Defendant against Plaintiff are hereby dismissed with prejudice.
3. The Parties to this Stipulation shall pay their own attorneys' fees and costs incurred in this litigation.

DONE AND ORDERED in Chambers, at Tampa, Hillsborough County, Florida, on this _____ day of July, 2022.

COUNTY COURT JUDGE

Copies to:

Kenneth M. Curtin, Esquire, Adams and Reese LLP, 100 North Tampa Street, #4000,
Tampa, FL 33602, kenneth.curtin@arlaw.com
Evan Gutman, 1675 NW 4th Avenue #511, Boca Raton, FL 33432,
egutman@gutmanvaluations.com

NOT A CERTIFIED COPY

Kenneth Curtin

From: Teresa Soluri <Teresa.Soluri@arlaw.com>
Sent: Friday, July 29, 2022 2:26 PM
To: egutman@gutmanvaluations.com
Cc: Kenneth Curtin
Subject: SERVICE OF COURT DOCUMENT - 2020-005756-CC
Attachments: 2022.07.29 - Notice of Serving Proposal For Settlement (Citibank_Gutman).PDF;
2022.07.29 - Plaintiff_s Second Proposal for Settlement to Defendant
(Citibank_Gutman).PDF

Case Information:

County Court of the Fifteenth Judicial Circuit
Palm Beach County, Florida
Case No.: 2020-005756-CC
Citibank, N.A. v. Evan S. Gutman

Documents Attached:

1. Notice of Serving Plaintiff, Citibank, N.A.'s Second Proposal for Settlement to Defendant, filed July 29, 2022; and,
2. Plaintiff's Second Proposal for Settlement to Defendant, dated July 29, 2022.

NOT A CERTIFIED COPY

CERTIFIED MAIL

Kenneth M. Curtin, Esq.
Adams and Reese, LLP
100 N. Tampa Street, Suite 4000
Tampa, FL 33602



9414 7266 9904 2195 5764 64
RETURN RECEIPT REQUESTED

neopost
07/29/2022
US POSTAGE \$0
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FIRST CLASS MAIL

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Evan Gutman
1675 NW 4th Avenue #511
Boca Raton, FL 33432

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REFUSED
UNABLE TO FORWARD
BC: 33602361500 2247N247214-01462


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FIRST CLASS MAIL

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RETURN RECEIPT REQUESTED
USPS MAIL CARRIER
DETACH ALONG PERFORATION

Return Receipt (Form 3811) Barcode	
	
9590 9266 9904 2195 5764 67	
1. Article Addressed to: Evan Gutman 1675 NW 4th Avenue #511 Boca Raton, FL 33432	
2. Certified Mail (Form 3800) Article Number 9414 7266 9904 2195 5764 64	

PS Form 3811, Facsimile, July 2015

COMPLETE THIS SECTION ON DELIVERY	
A. Signature X	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type: <input checked="" type="checkbox"/> Certified Mail	
Reference Information 861537-000295 Kenneth M. Curtin, Esq.	

Domestic Return Receipt

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

CITIBANK, N.A.,

Plaintiff,

Case No. 2020-005756-CC

v.

EVAN S. GUTMAN,

Defendant.

FINAL JUDGMENT

THIS CAUSE having been tried before this Court on September 15, 2022 and the Court having reviewed the pleadings, heard testimony, taken evidence, and being otherwise fully advised in the premises, the Court:

FINDS, ORDERS AND ADJUDGES that:

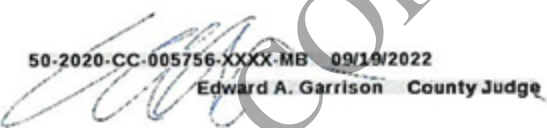
1. That on September 15, 2022, Plaintiff, Citibank, N.A., presented the testimony of Judy Delage, an employee and Assistant Vice President of Citibank, N.A., who provided uncontroverted testimony and entered into evidence various exhibits, including, but not limited to, monthly account statements sent to Defendant, Evan S. Gutman, detailing the amounts owed. Defendant, Evan S. Gutman, failed to appear at trial and failed to present any evidence contradicting Citibank, N.A.'s testimony and documentary evidence.
2. That based upon the testimony and evidence presented, Plaintiff, Citibank, N.A., is entitled to a Final Judgment in its favor on Count I of the Complaint for account stated. The Court finds that Plaintiff is owed the principal amount of \$11,292.15 as of July 15, 2019, \$1,521.27 in pre-judgment interest from July 16, 2019 until the date of trial, September 15, 2022, for a total amount owed of \$12,813.42, exclusive of taxable costs and attorneys' fees. The Court notes that the statutory pre-judgment interest between July 15, 2019 and September 15, 2022 fluctuated from a high of 6.89% to a low of 4.25% with the current rate being 4.75%. For the ease of calculating the pre-judgment interest, Citibank has used only the lowest rate of 4.25% and has waived the right to recover any further pre-judgment interest.
3. Therefore, Plaintiff, Citibank, N.A., with a mailing address of 701 E. 60th Street N.,



Sioux Falls, South Dakota 57117, shall have and recover against Defendant, Evan S. Gutman, with the last known mailing address of 1675 NW 4th Avenue #511, Boca Raton, FL 33432 the grand total of \$12,813.42 that shall bear interest at the statutory rate of 4.75%, for which let execution issue.

4. The Court reserves jurisdiction to award taxable costs and attorneys' fees upon proper motion.

DONE AND ORDERED in Chambers, at West Palm Beach, Palm Beach County, Florida.

50-2020-CC-005756-XXXX-MB 09/19/2022

Edward A. Garrison County Judge

50-2020-CC-005756-XXXX-MB 09/19/2022
Edward A. Garrison
County Judge

Copies to:

Kenneth M. Curtin, Esq., Adams and Reese LLP,
Evan Gutman, 1675 NW 4th Avenue #511, Boca Raton, FL 33432

NOT A CERTIFIED COPY

TAB

APP-9

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

CITIBANK, N.A.

Plaintiff

v

EVAN S GUTMAN

Defendant

CASE NUMBER:

50-2020-CC-005756-XXXX-MB

**DEFENDANT'S OPPOSITION
TO MOTION FOR ATTORNEY FEES**

Defendant, Evan Gutman hereby Opposes Plaintiff's Motion for Attorney Fees and Costs on the following grounds:

1. Citibank's Motion for Attorney Fees is predicated in full upon the assertion in Paragraph (14) of their Motion that states (emphasis added) :

"the total amount of attorneys' and paralegal fees expended **from July 29, 2022 up until September 20, 2019 (the date of the Final Judgment)** equals \$ 20,937.50 and is summarized as follows:"

Accordingly, Defendant asserts their Motion can not possibly be granted because it is a "logistical impossibility" for Par. 14 of their Motion to be correct. Put simply, Citibank asserts attorney fees be awarded **for a period of "TIME" that travels in Reverse**. Pursuant to principles of "TIME" in the Secular World, it is inescapable there were no attorney fees of any amount expended working "Backward" from a period beginning on July 29, 2022 and ending on September 20, 2019 as Citibank asserts. Additionally, the date of the "Final" Judgment was not even on September 20, 2019. The date of rendition for the Judgment was actually September 19, 2022. This means there are only three possibilities with respect to Citibank's Motion for Attorney Fees,

which are as follows. **FIRST**, there is the possibility Citibank Counsel does not comprehend elementary basic Linear principles of how "TIME" functions, which is typically construed by most people as moving forward. **SECOND**, there is the possibility even though Citibank does understand the Linear principle and operations of "TIME," for some reason, they opted to falsely state the "TIME" period their alleged attorney fees were attributable to. The **"THIRD"** and perhaps most likely scenario is that Citibank Counsel engaged in the precise degree of careless professional incompetency Defendant has consistently asserted they are guilty of. This **"THIRD"** and most likely scenario buttresses Defendant's claims regarding how Florida State Bar rules related to the Unauthorized Practice of Law (UPL) increase, rather than diminish the degree of incompetent legal services provided to litigants. Such careless incompetency includes, but is not limited of course to the services Mr. Curtin and his big law firm have provided to Citibank. Suffice it to say, neither Defendant nor any other litigants should have to pay for legal fees associated with careless incompetency and Judges should not strive to cover up their carelessness, at the expense of litigants.

2. Citibank's Settlement Offer (Exhibit 1 attached) can not form the basis for an attorney fee award because it is not in conformity with FRCP 1.442 as amended on May 26, 2022 by the Florida Supreme Court. There are two reasons. The **FIRST** reason is the Settlement Offer contains nonmonetary terms, which are prohibited by the amended provisions of FRCP 1.442. Specifically, as shown by Exhibit 1(a), Citibank's Settlement Offer contains the following nonmonetary provisions, which function substantively as a prohibited "Release" extending beyond mere dismissal of the instant claims (emphasis added) :

"This Proposal for Settlement to resolve all claims and counts set forth in Plaintiff, Citibank N.A.'s Complaint **and any other Complaint or Amended Complaint and all other claims** and counts by Plaintiff against Defendant as well as any Counterclaims or Amended Counterclaims by Defendant against Plaintiff in the instant lawsuit ("Lawsuit") **and any pending claims for damages or other claims** by Plaintiff against Defendant or by Defendant against Plaintiff. . . ."

The inclusion substantively of a "Release," which is exactly what Citibank's proposal does by referencing "any other Complaint" and "all other claims", as well as "pending claims for damages or other claims" excludes the Settlement Proposal from the legitimate purview of Fl. Stat. 768.79 and FRCP 1.442 (amended). In addition, the Settlement Proposal includes other nonmonetary terms such as the following mandating how payment of the proposed settlement amount must be made (See Exhibit 1(b)):

"The Settlement Amount **shall be paid within fifteen (15) days** of Defendant's written acceptance of this Proposal for Settlement and **shall be paid to Plaintiff's counsel via check made payable to the "Trust Account of Adams and Reese, LLP"** or via wire transfer to the trust account of Adams and Reese, LLP. **If Defendant desires to pay via wire transfer, upon written request, counsel for Plaintiff shall provide the wiring instructions to Defendant.**"

The foregoing terms related to the manner in which payment of the Settlement Amount must be paid, are "nonmonetary" terms that are not within the purview of FRCP 1.442 as amended on May 26, 2022.

The **SECOND** reason the Complaint is not within the purview of Fl. Stat. 768.79 and FRCP 1.442 is the proposed Settlement Agreement **expressly purports to resolve claims for equitable relief**, in addition to monetary damages. Specifically, as shown by Exhibit 1(b) the Agreement states as follows (emphasis added):

"3. This Proposal is intended to resolve all of the claims for relief **as well as any claims for relief against Plaintiff that have been brought by Defendant** in the Lawsuit. . . ."

In Diamond Aircraft Industries Inc. v Alan Horowitch, 107 So.3d 362, 372-373

(2013) the Florida Supreme Court squarely held Fl. Stat. 768.79 does not apply to cases seeking Both equitable relief and damages. The Court wrote (emphasis added):

"We answer both parts of this certified question in the negative and conclude that section 768.79 **does not apply to cases that seek both equitable relief and damages**, and that section 768.79 does not provide an exception to this rule for equitable claims that lack serious merit."

The Florida Supreme Court also squarely held in Diamond Aircraft Industries, Inc. v Alan Horowitch, 107 So.3d 362, 376-378 (2013) that Fl. Stat. 768.79 and Rule 1.442 are to be "strictly construed." Specifically, the Court wrote (emphasis added):

"Both section 768.79 and rule 1.442 are in derogation of the common law rule that each party is responsible for its own attorney fees which **requires that we strictly construe both the statute and the rule.**"

As shown by Exhibit 2, Defendant's Counterclaim expressly stated and emphasized the substantial **Equitable** relief being sought. Accordingly, since this case involved substantial claims for equitable relief, Citibank's Settlement Proposal was not within the purview of Fl. Stat. 768.79. In fact, this point is further fortified by the fact that not only did Defendant's Counterclaim include substantial claims for equitable relief; but **Citibank was so concerned about these Equitable claims, they expressly included such within the scope of the "Release" in their Settlement Proposal.**

3. Citibank's Settlement Proposal was also not within the purview of Fl. Stat. 768.79 and FRCP 1.442 because it was not submitted in "Good Faith." The standard for "Good Faith" submission of a settlement proposal under Fl. Stat. 768.79 in the Fourth District is whether **"the offeror had a reasonable basis to conclude that its exposure was**

nominal." (See Citizens Property Insurance Corporation v Perez, No. 4D12-1412 (Fla. 4th DCA 2014) citing State Farm Mut. Auto Ins. Co. v Sharkey, 928 So. 2d 1263, 1264 (Fla. 4th DCA 2006).

Citibank could not reasonable conclude its exposure was minimal because it filed a meritless claim for Unjust Enrichment and in turn Defendant presented on the record evidence Citibank was filing such claims on a massive scale against impoverished litigants in Florida. That inescapably created a "Massive" Risk element for the bank. Specifically, as the record repeatedly indicates, Unjust Enrichment claims are precluded by law in Florida when a written contract exists. Citibank and its officials and its attorneys knew written contracts existed with respect to their filed claims served upon a massive number of litigants. That created substantial exposure for Citibank. Thus, there is no way Citibank could reasonably conclude its exposure was nominal.

The settlement proposal was not presented in "Good Faith" to resolve the litigation, but rather to demonstrate and establish a Pro Se litigant could not get the "Best" of a major national bank. Thus, far from a "Good Faith" effort to settle, it was submitted for the precise **Vindictive Purpose** of "Punishing" a Heroic litigant who publicly exposed the illegal conduct of the bank and its Counsel on a massive scale. In this regard, Defendant has performed a limited amount of research on Complaints Citibank, N.A. has filed in credit card collection cases in Palm Beach County over the last few months. Apparently, the bank and the law firm of Michael Debski, Esq. appear to have "Discontinued" their historic illegal practices of filing Unjust Enrichment claims. Thus, it appears by way of this specific lawsuit, Defendant succeeded quite dramatically; in obtaining the "Equitable Relief" sought on behalf of the general public he protected.

More specifically, it appears that Defendant has been the precise individual who "Saved" massive numbers of impoverished litigants from being victims of the meritless "Unjust Enrichment" lawsuits filed by Citibank. Citibank's attorneys were filing these Meritless lawsuits for years before Defendant stepped in to protect the general public. These factors should be taken into consideration as to whether Citibank, N.A. has an "Entitlement" to any attorney fees pursuant to Fl. Stat. 768.79 after submitting a Settlement Proposal that was clearly not presented in "Good Faith."

The foregoing point is further buttressed by the Florida Supreme Court's holding in Levin, Middlebrooks, Mabie v United States Fire Insurance Company, 639 So.2d 606 (1994). In Levin, supra, the Florida Supreme Court expanded the scope of litigation privilege quite significantly beyond that recognized by most other States. However, in doing so, the Court also noted there were other remedies for the misconduct of a party or their Counsel. Specifically, the Court persuasively wrote (emphasis added):

"This does not mean, however, that a remedy for a participant's misconduct is unavailable in Florida. On the contrary, just as "remedies for perjury, slander, and the like committed during judicial proceedings are left to the discipline of the courts, the bar association, and the state," . . . other tortious conduct occurring during litigation is equally susceptible to that same discipline. Clearly, a trial judge has the inherent power to do those things necessary to enforce its orders, to conduct its business in a proper manner, and to protect the court from acts obstructing the administration of justice."

Defendant's Counterclaim was Dismissed by this Court based upon Florida's litigation "Privilege" doctrine (which condones illegality) rather than upon any assertion by Citibank Counsel that Citibank did not engage in illegal conduct. Quite to the contrary. The basic premise of Dismissal was Citibank had a legitimate legal "Privilege" to file Massive numbers of Meritless complaints, even if such was Illegal and violated State Bar rules. Suffice it to say, it was a rather incredible ruling, predicated

upon a unique and unusually despicable legal doctrine. While the so-called "Privilege" to engage in illegal conduct may protect Citibank within the context of a Counterclaim; even the rationale of Levin, suggests such illegality should not be ignored for purposes of awarding a Plaintiff attorney fees. More specifically, if as Levin, asserts the Court should use its inherent power **"to conduct its business in a proper manner, and to protect the court from acts obstructing the administration of justice"** such power should be utilized to discourage the filing of meritless unjust enrichment claims on a massive scale against impoverished litigants. The best manner to accomplish discouraging further Citibank misconduct related to the filing of meritless unjust enrichment claims is to decline to award attorney fees to the Plaintiff. This will function to discourage the filing by the bank and its legal counsel of meritless claims.

Notably, this critical issue, which will undoubtedly be a key factor in the pending appeal impacts BOTH upon the issues of entitlement to attorney fees; and the reasonableness of the amount of attorney fees (if allowed at all). Defendant's primary position however, is the meritless nature of the multitude of claims filed should preclude entitlement entirely to any award of attorney fees. Put simply, a Settlement Proposal is not made in "Good Faith" if it is designed to "Shield" a Plaintiff from the ramifications of an obviously meritless legal claim in the first instance. Citibank knew in every credit card action instituted that written contracts existed, which inescapably precluded the claim, thereby creating massive "Exposure" for them.

For the foregoing reasons, Defendant requests this Court hold that Citibank, N.A. is not entitled to an award of attorney fees under Fl. Stat. 768.79 and FRCP 1.442. In addition to the foregoing key points, Defendant also asserts as follows:

- A.. Citibank's Motion for Attorney Fees, fails to accurately quantify the amount of attorney fees they seek. Rather, they seek an open running "tally" of attorney fees. Under Florida Law, even if attorney fees are awarded, a party is not entitled to ""Fees upon Fees" for litigating the reasonableness of attorney fees
- B. The amount of Attorney time spent prior to the Settlement Proposal is relevant to determining the reasonableness of time spent subsequent to the Proposal. Accordingly, if the matter proceeds, Citibank should be required to produce time records of all attorneys since filing the Complaint.
- C. Defendant should be permitted to elicit testimony from a Citibank official and its attorneys regarding the merit of time spent litigating their Unjust Enrichment claim; compared to their Account Stated claim.
- D. **Defendant has paid the full amount of the monetary judgment into Court and is thereupon entitled to an Automatic Stay of Enforcement regarding the Money Judgment. Attorney fees may not legally be considered as part of a condition of a Stay of that Judgment pending the current appeal.** See Bernstein v Bernstein, 43 So.2d 356 (Fla. 1949); Larson v Hlgginbotham, 66 So.2d 40 (1953); Luckhardt v Pardiek, 142 So.2d 749 (1962) and City of Coral Gables v Geary, 398 So.2d 479 (Fla. App. 3rd DCA 1981).
- E. If this matter proceeds beyond the issue of entitlement, in determining the reasonableness of attorney fees, the Court should consider the merit of the Unjust Enrichment claim (Fl. Stat. 768.79(7)(b)(1) and how such impacted upon the time spent in the litigation. The Court should also consider the "closeness of questions of fact and law at issue" (768.79(7)(b)(3). Most particularly, the Court should consider the Defendant's demonstrated sincerity in helping protect impoverished litigants against the filing of meritless claims and whether the case involved a **"test case presenting questions of far-reaching importance affecting nonparties."** (Fl. Stat. 768.79(7)(b)(5).

Dated this 4th day of November, 2022.



Evan Gutman CPA, JD
Member State Bar of Pennsylvania
Member District of Columbia Bar
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 is being sent by U.S.

Mail this 4th day of November, 2022 addressed as follows to :

Adams and Reese LLP
Attn: Kenneth M. Curtin, Esq.
100 North Tampa Street, Suite 4000
Tampa, FL 33602

DATED this 4th day of November, 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
Admitted to U.S. Tax Court Bar
Florida Certified Public Accountant

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

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

CITIBANK, N.A.,

Plaintiff,

Case No. 2020-005756-CC

v.

EVAN S. GUTMAN,

Defendant.

_____ /

PLAINTIFF'S SECOND PROPOSAL FOR SETTLEMENT TO DEFENDANT

Plaintiff, Citibank, N.A., by and through its undersigned attorneys, and pursuant to Rule 1.442, *Fla.R.Civ.P.*, and Section 768.79, *Fla.Stat.*, hereby serves this Second Proposal for Settlement upon Defendant, Evan S. Gutman, and states:

1. This Proposal for Settlement ("Proposal") is being served upon Defendant, Evan S. Gutman ("Defendant"), to resolve all claims and counts set forth in Plaintiff, Citibank, N.A.'s ("Plaintiff"), Complaint and any other Complaint or Amended Complaint and all other claims and counts by Plaintiff against Defendant as well as any Counterclaims or Amended Counterclaims by Defendant against Plaintiff in the instant lawsuit ("Lawsuit"), and any pending claims for damages or other claims by Plaintiff against Defendant or by Defendant against Plaintiff and any damages including, but not limited to, statutory, actual, and compensatory damages as well as any claims for costs, interest, and attorney's fees, if any, that may be awarded to Plaintiff against Defendant or to Defendant against Plaintiff in the Lawsuit.

2. Plaintiff hereby proposes to accept a total lump sum payment by Defendant to Plaintiff of Seven Thousand Nine Hundred and Four Dollars and 51/100 Cents (\$7,904.51) ("Settlement Amount") which shall be paid by Defendant to Plaintiff to resolve all claims,

:70315825_1

counts, and causes of action set forth in the Lawsuit by Plaintiff against Defendant or by Defendant against Plaintiff. The Settlement Amount shall be paid within fifteen (15) days of Defendant's written acceptance of this Proposal for Settlement and shall be paid to Plaintiff's counsel via check made payable to the "Trust Account of Adams and Reese, LLP" or via wire transfer to the trust account of Adams and Reese, LLP. If Defendant desires to pay via wire transfer, upon written request, counsel for Plaintiff shall provide the wiring instructions to Defendant.

3. This Proposal is intended to resolve all the claims for relief against Defendant that have been brought by Plaintiff in the Lawsuit and all damages that would or could otherwise be awarded in a final judgment against Defendant in the Lawsuit as well as any claims for relief against Plaintiff that have been brought by Defendant in the Lawsuit and all damages that would or could otherwise be awarded in a final judgment against Plaintiff in the Lawsuit.

4. The non-monetary terms of this Proposal are that simultaneously with Defendant sending the Settlement Amount to Plaintiff, Defendant or counsel for Defendant will execute and deliver to counsel for Plaintiff a Stipulation for Dismissal with Prejudice as to the Lawsuit in the form attached as **Exhibit "A."** Thereafter, counsel for Plaintiff shall hold onto to the Stipulation for Dismissal with Prejudice until clearance of the funds representing the Settlement Amount and upon clearance of the funds sign the Stipulation for Dismissal with Prejudice, file with the Court, and send the Court an Order on the Stipulation for Dismissal with Prejudice for the Court's execution in the form attached as **Exhibit "B."**

5. This Proposal does not include any amount to settle any claim for punitive damages as none have been pled by Plaintiff as of the date of this Proposal. To the extent that

Defendant claims any right to punitive damages against Plaintiff, this Proposal will resolve all such claims.

6. To the extent that Plaintiff or Defendant have pled a right to attorneys' fees in one or more counts in the Lawsuit and to the extent that attorneys' fees are recoverable, this Proposal includes attorneys' fees.

7. Any acceptance of this Proposal must be in writing to counsel for Plaintiff.

8. Pursuant to Section 768.79(3), Florida Statutes, and Florida Rule of Civil Procedure 1.442, this Proposal is being served upon Defendant, but will not be filed with the Court unless filing is necessary to enforce the provisions of Section 768.79, Florida Statutes, and Florida Rule of Civil Procedure 1.442.

July 29, 2022.

/s/ Kenneth M. Curtin

Kenneth M. Curtin

Florida Bar No. 087319

Primary: Kenneth.Curtin@arlaw.com

Secondary: Teresa.Soluri@arlaw.com

ADAMS AND REESE LLP

100 North Tampa Street, Suite 4000

Tampa, Florida 33602

Tel: (813) 402-2880

Fax: (813) 402-2887

Counsel for Plaintiff, Citibank, N.A.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via email and U.S. Certified Mail delivery this 29th day of July, 2022 to:

Evan Gutman
1675 NW 4th Avenue #511
Boca Raton, FL 33432
Via Certified Mail delivery
and email to egutman@gutmanvaluations.com

/s/ Kenneth M. Curtin
Kenneth M. Curtin
Florida Bar No. 087319

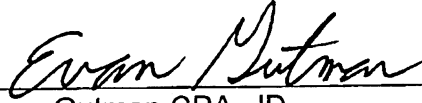
DAMAGES AND RELIEF REQUESTED

WHEREFORE, Defendant demands judgment against Plaintiffs and prays for this Court to grant relief as set forth below:

- (a) For Statutory Damages pursuant to Florida Consumer Collection Practices Act, Fl. Stat. 559.77 and Fl. Stat. 559.72
- (b) For Actual Damages pursuant to Florida Deceptive and Unfair Trade Practices Statute 501.211.
- (c) For Actual Damages caused by Plaintiff's Negligence.
- (d) For Actual Damages caused by Plaintiff's Gross Negligence.
- (e) Equitable relief including issuance of an Order finding that Plaintiffs committed each of the illegal acts delineated herein.
- (f) Equitable relief prohibiting Plaintiff from ever asserting a claim of unjust enrichment against Defendant, when there is an express written contract in existence. Equitable relief prohibiting Plaintiff from ever asserting a claim of "Account Stated" against Defendant, when Defendant has objected to the validity, which includes the amount of an alleged debt. Defendant notes the foregoing relief is particularly important for the following reasons. Although this is not a Class Action, granting such relief will be recognized as "**Persuasive Judicial Authority**" in litigations involving other litigants, particularly those who are impoverished. Thus, Defendant asserts this relief will in addition to protecting himself, breathe new life and vigor into the time-honored doctrine of stare decisis; and the manner in which it simultaneously recognizes and distinguishes between "Binding Judicial Authority" and "Persuasive Judicial Authority." Accordingly, granting this requested relief will be of **Precedential Value** as Persuasive Judicial Authority, and societal importance in other cases. To the extent Defendant succeeds in breathing new life into the doctrine of "Persuasive Judicial Authority," it can fairly be stated, Defendant will have mitigated the negative impact of certain judicial opinions that preclude Class Action lawsuits. Thus, Persuasive Judicial Authority will become the instrument of accomplishing praiseworthy societal goals, which Class Actions were intended to accomplish.
- (e) For such other relief as the Court may deem equitable and just.

Defendant in reliance upon the honor, integrity and fairness of this Court, waives his right to Jury trial and relies upon the Court to render a fair Judgment regarding all claims set forth herein.

Dated this 6th day of October, 2020.



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
New Jersey Certified Public Accountant

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

NOT A CERTIFIED COPY

TAB

APP-10

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

CITIBANK, N.A.

Plaintiff

v

EVAN S GUTMAN

Defendant

CASE NUMBER:

50-2020-CC-005756-XXXX-MB

**DESIGNATION OF PROCEEDINGS
NECESSARY FOR TRANSCRIPTION
AND REQUEST FOR TRANSCRIPT
FRAP 9.200(b)**

Pursuant to FRAP 9.200(b) Defendant/Appellant Evan Gutman, hereby provides Notice and Designates Trial Proceedings on September 15, 2022 in the above referenced case as being necessary for transcription and inclusion in the record for purpose of the appeal pending. A copy of the Final Order (Judgment) is attached.

Pursuant to information obtained from Teresa Soluri, employed by Plaintiff/Appellee's law firm and attached hereto, Defendant/Appellant understands the Designated Court Reporter is Esquire Deposition Solutions LLC.

As indicated by the attached email Defendant/Appellant has contacted Esquire Deposition Solutions LLC, in writing; and by phone and is arranging for ordering and payment of a full transcript of the trial proceedings.

Dated this 27th day of October, 2022.



Evan Gutman CPA, JD
Member State Bar of Pennsylvania
Member District of Columbia Bar
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 has been served electronically via the E-Portal upon Plaintiff's Counsel, Adams and Reese, LLP and a follow up copy will be sent via U.S. Mail addressed as follows to :

Adams and Reese LLP
Attn: Kenneth M. Curtin, Esq.
100 N. Tampa Street, Suite 4000
Tampa, Florida 33602

Additionally, I, Evan Gutman, hereby Certify a true copy of the foregoing is being served upon the Designated Court Reporter, Esquire Deposition Solutions, LLC by Email and a follow up copy will be sent by US Mail addressed as follows:

Esquire Deposition Solutions, LLC
2385 NW Executive Center Drive, Suite 220
Boca Raton, FL 33431

DATED this 27th day of October, 2022.



Evan Gutman CPA, JD
Member State Bar of Pennsylvania
Member District of Columbia Bar
Florida Certified Public Accountant
New Jersey Certified Public Accountant

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

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

CITIBANK, N.A.,

Plaintiff,

Case No. 2020-005756-CC

v.

EVAN S. GUTMAN,

Defendant.

FINAL JUDGMENT

THIS CAUSE having been tried before this Court on September 15, 2022 and the Court having reviewed the pleadings, heard testimony, taken evidence, and being otherwise fully advised in the premises, the Court:

FINDS, ORDERS AND ADJUDGES that:

1. That on September 15, 2022, Plaintiff, Citibank, N.A., presented the testimony of Judy Delage, an employee and Assistant Vice President of Citibank, N.A., who provided uncontroverted testimony and entered into evidence various exhibits, including, but not limited to, monthly account statements sent to Defendant, Evan S. Gutman, detailing the amounts owed. Defendant, Evan S. Gutman, failed to appear at trial and failed to present any evidence contradicting Citibank, N.A.'s testimony and documentary evidence.

2. That based upon the testimony and evidence presented, Plaintiff, Citibank, N.A., is entitled to a Final Judgment in its favor on Count I of the Complaint for account stated. The Court finds that Plaintiff is owed the principal amount of \$11,292.15 as of July 15, 2019, \$1,521.27 in pre-judgment interest from July 16, 2019 until the date of trial, September 15, 2022, for a total amount owed of \$12,813.42, exclusive of taxable costs and attorneys' fees. The Court notes that the statutory pre-judgment interest between July 15, 2019 and September 15, 2022 fluctuated from a high of 6.89% to a low of 4.25% with the current rate being 4.75%. For the ease of calculating the pre-judgment interest, Citibank has used only the lowest rate of 4.25% and has waived the right to recover any further pre-judgment interest.

3. Therefore, Plaintiff, Citibank, N.A., with a mailing address of 701 E. 60th Street N.,

Sioux Falls, South Dakota 57117, shall have and recover against Defendant, Evan S. Gutman, with the last known mailing address of 1675 NW 4th Avenue #511, Boca Raton, FL 33432 the grand total of \$12,813.42 that shall bear interest at the statutory rate of 4.75%, for which let execution issue.

4. The Court reserves jurisdiction to award taxable costs and attorneys' fees upon proper motion.

DONE AND ORDERED in Chambers, at West Palm Beach, Palm Beach County, Florida.


50-2020-CC-005756-XXXX-MB 09/19/2022
Edward A. Garrison County Judge

50-2020-CC-005756-XXXX-MB 09/19/2022
Edward A. Garrison
County Judge

Copies to:

Kenneth M. Curtin, Esq., Adams and Reese LLP,
Evan Gutman, 1675 NW 4th Avenue #511, Boca Raton, FL 33432

EVAN GUTMAN

From: EVAN GUTMAN
Sent: Wednesday, October 26, 2022 11:14 AM
To: ccare@esquiresolutions.com
Cc: Don Mihokovich; Kenneth Curtin; chantal.pillay@ARLAW.COM;
LOUIS.URSINI@ARLAW.COM; Teresa Soluri
Subject: RE: CITIBANK V EVAN GUTMAN - Ticket # TK3555574 Created: Esquire Deposition
Proceeding changed for Witness: Honorable Edward A. Garrison (J8469473)

To Whom It May Concern,

Per below emails from Teresa Soluri of the Law Firm of Adams and Reese, I understand a Court Reporter from Esquire Solutions was present at Trial on September 15, 2022 regarding the above referenced matter. The applicable ticket number is shown below.

Please provide me with a copy of the trial transcript. If a transcript has not yet been prepared, please inform me how I may obtain such. Thank you for your kind assistance.

Very truly yours,
Evan Gutman CPA, JD

Member State Bar of Pennsylvania
Member District of Columbia Bar

EVAN GUTMAN CPA, JD
Boca Raton, Florida 33432
561-990-7440
201-400-6459 (Cell)
egutman@gutmanvaluations.com
Website: www.gutmanvaluations.com

From: Teresa Soluri <Teresa.Soluri@arlaw.com>
Sent: Wednesday, October 19, 2022 1:07 PM
To: EVAN GUTMAN <egutman@gutmanvaluations.com>
Subject: FW: Ticket # TK3555574 Created: Esquire Deposition Proceeding changed for Witness: Honorable Edward A. Garrison (J8469473)

Mr. Gutman,

Please refer to Ticket #TK3555574 for this hearing transcript when you contact Esquire Deposition Solutions. (800) 211-3376

Please let me know if you need anything further. Thank you.

P.S. Initially, their Job No.: J8469473.

Teresa

Teresa Soluri | ADAMS AND REESE LLP

Legal Assistant

100 N. Tampa Street, Suite 4000 | Tampa, FL 33602

P: 813.402.2882

teresa.soluri@arlaw.com | Twitter | LinkedIn



From: Esquire, Client Care <ccare@esquiresolutions.com>

Sent: Thursday, September 1, 2022 5:04 PM

To: Teresa Soluri <Teresa.Soluri@arlaw.com>

Subject: Ticket # TK3555574 Created: Esquire Deposition Proceeding changed for Witness: Honorable Edward A. Garrison (J8469473)

▪

Thank you for contacting Esquire Deposition Solutions.

Ticket # TK3555574 - "Esquire Deposition Proceeding changed for Witness: Honorable Edward A. Garrison (J8469473)" has been created for you.

Please reply to this email directly if you have any updates or changes to this request.

If your request requires immediate attention or pertains to a proceeding taking place within 2 business days (excluding weekends), **please call us at (800) 211-3376 and reference your ticket number.**

Cancellation fees may apply for any job cancellation received after 5 pm local time to the proceeding location on the business day prior (excluding weekends). Advance notice may be required and additional fees may apply for canceling conference rooms or interpreters secured by Esquire.

▪

TAB APP-11

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

COUNTY CIVIL DIVISION RL
CASE NO. 50-2020-CC-005756-XXXX-MB

CITIBANK N.A.,
Plaintiff/Petitioner

vs.

EVAN S GUTMAN,
Defendant/Respondent.

ORDER SPECIAL SETTING HEARING
(30 minutes minutes reserved)

THIS CAUSE came before this Court and is hereby set for hearing on **Motion to Strike** on **Wednesday, August 31, 2022 at 11:30 AM** at the Palm Beach County Judge Daniel T. K. Hurley Courthouse, 205 N. Dixie Highway, West Palm Beach, FL 33401 in Courtroom 6K. **This matter may not be canceled without a Court Order.**

One or more of the parties who may be affected by the motion are self represented.

DONE AND ORDERED in West Palm Beach, Palm Beach County, Florida.

COPIES TO:

EVAN S GUTMAN	1675 NW 4TH AVE APT 511 BOCA RATON, FL 33432-3505	egutman@gutmanevaluations.com
KENNETH M CURTIN	100 N TAMPA STREET SUITE 4000 TAMPA, FL 33602	kenneth.curtin@arlaw.com ann.jones@arlaw.com kenneth.curtin@atlaw.com
LOUIS M URSINI	101 EAST KENNEDY BLVD STE. 4000 TAMPA, FL 33602	louis.ursini@arlaw.com louis.ursini@arlaw.com
MICHAEL THIEL DEBSKI	PO BOX 47718 JACKSONVILLE, FL 32247	rd@ecert.comcastbiz.net rd@ecert.comcastbiz.net

This notice is provided pursuant to Administrative Order No. 2.207

“If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact William Hutchings, Jr., Americans with Disabilities Act Coordinator, Palm Beach County Courthouse, 205 North Dixie Highway West Palm Beach, Florida 33401; telephone number (561) 355-4380 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.”

“Si usted es una persona minusválida que necesita algún acomodamiento para poder participar en este procedimiento, usted tiene derecho, sin tener gastos propios, a que se le provea cierta ayuda. Tenga la amabilidad de ponerse en contacto con William Hutchings, Jr., 205 N. Dixie Highway, West Palm Beach, Florida 33401; teléfono número (561) 355-4380, por lo menos 7 días antes de la cita fijada para su comparecencia en los tribunales, o inmediatamente después de recibir esta notificación si el tiempo antes de la comparecencia que se ha programado es menos de 7 días; si usted tiene discapacitación del oído o de la voz, llame al 711.”

“Si ou se yon moun ki enfim ki bezwen akomodasyon pou w ka patisipe nan pwosedi sa, ou kalifye san ou pa gen okenn lajan pou w peye, gen pwovizyon pou jwen kèk èd. Tanpri kontakte William Hutchings, Jr., kòdonatè pwogram Lwa pou ameriken ki Enfim yo nan Tribinal Konte Palm Beach la ki nan 205 North Dixie Highway, West Palm Beach, Florida 33401; telefòn li se (561) 355-4380 nan 7 jou anvan dat ou gen randevou pou parèt nan tribinal la, oubyen imedyatman apre ou fin resevwa konvokasyon an si lè ou gen pou w parèt nan tribinal la mwens ke 7 jou; si ou gen pwoblèm pou w tande oubyen pale, rele 711.”