

IN THE CIRCUIT COURT FOR THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

KENNETH MANFREDI, SR.,
KENNETH MANFREDI, JR.,
and ALEXANDER LIEBSTER, *as trustee*
for the estate of Ernesto Liebster

CASE NO. 13-024268 CA 01

Plaintiffs,

vs.

KOBALTEK, INC., *an inactive Florida Corporation*;
MILLENNIUM LOCK INC. d/b/a ULTIMATE
LOCK SYSTEMS, *a Texas Corporation*; DARRIN
BAYSINGER, *individually*; RON DANIELS,
individually; JOSEPH TITONE, *individually*,

Defendants.

PLAINTIFFS' MOTION FOR LEAVE TO FILE AMENDED COMPLAINT

COME NOW the Plaintiffs, KENNETH MANFREDI, SR., KENNETH MANFREDI, JR., and ALEXANDER LIEBSTER, as trustee for the Estate of Ernesto Liebster, by and through the undersigned counsel, and hereby move this Court for leave to file their Amended Complaint, a true and correct copy of which is attached hereto and marked as Exhibit "1," and as grounds therefore state as follows:

1. On July 17, 2013, Plaintiffs, KENNETH MANFREDI, SR., KENNETH MANFREDI, JR., and ALEXANDER LIEBSTER, as trustee for the Estate of Ernesto Liebster (hereinafter collectively referred to as "Plaintiffs") filed the subject Complaint.
2. Plaintiffs have not attempted to amend the Complaint prior to this motion.
3. This amended Complaint seeks to clarify the damages sought in each separate count, fix scrivener's errors that were contained in the original Complaint, and add an additional cause of action for Civil Theft, as to three of the Defendants.

4. Florida Rule of Civil Procedure 1.190(a) (2013) provides that leave of court to amend pleadings "shall be given freely when justice so requires." The primary consideration in determining whether a motion for leave to amend should be granted is a test of prejudice, and such leave "should not be denied unless the privilege has been abused or the complaint is clearly not amendable." *Soucy v. Casper*, 658 So.2d 1017 (Fla. 4th DCA 1995); *New River Yachting Ctr., Inc. v. Bacchiocchi*, 407 So.2d 607, 609 (Fla. 4th DCA 1981).

5. In fact, "refusal to allow amendment of a pleading constitutes an abuse of discretion unless it clearly appears that allowing the amendment would prejudice the opposing party; the privilege to amend has been abused; or amendment would be futile." *Spradley v. Stick*, 622 So.2d 610, 613 (Fla. 1st DCA 1993); accord *Carter v. Ferrell*, 666 So.2d 556, 557 (Fla. 2d DCA 1995); see also *Dimick v. Ray*, 774 So.2d 830, 834 (Fla. 4th DCA 2000) (the preference of the rules of procedure is for all claims to be brought in one action, even by amendment of a complaint provided that the amendment does not prejudice the defendant).

6. Florida courts have long followed the policy of allowing litigants to amend pleadings freely in order that cases may be tried on the merits, and that amendments to pleadings should be allowed where the basic cause of action is not changed. The test is whether the pleading as amended is based upon the same specific conduct, transaction or occurrence between the parties upon which the plaintiff tried to enforce his original claim. *Turner v. Trade-Mor, Inc.*, 252 So.2d 383, 384 (Fla. 4th DCA 1971).

7. The addition of a cause of action of Civil Theft, pursuant to Florida Statute §772.11 (2013), arises out of the same specific conduct, transaction and occurrence that is and has been averred in the original Complaint, and inclusion of this cause of action is necessary in order for all claims to be brought in one action.

WHEREFORE, the Plaintiffs, KENNETH MANFREDI, SR., KENNETH MANFREDI, JR., and ALEXANDER LIEBSTER, as trustee for the Estate of Ernesto Liebster, respectfully request that this Court grant this Motion for Leave to file their Amended Complaint, and for all other relief deemed appropriate by this Court.

Respectfully submitted,

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By: /s/ George C. Palaidis
MICHAEL J. REPPAS, ESQ.
Florida Bar No. 124702
GEORGE C. PALAIDIS, ESQ.
Florida Bar No. 056666

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished on this 6th day of November, 2013, via electronic mail to Joe Titone, Esq., 621 SE 5 Street, Pompano Beach, FL 33060, at joetitone708@comcast.net and Steve Mankodi, Esq., 11972 West Sample Road, Coral Springs, FL 33065, at [REDACTED].

By: /s/ George C. Palaidis
MICHAEL J. REPPAS, ESQ.
Florida Bar No. 124702
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LOCK SYSTEMS, *a Texas Corporation*; DARREN
BAYSINGER, *individually*; RON DANIELS,
individually; and JOSEPH TITONE, *individually*,

Defendants.

AMENDED COMPLAINT

COME NOW the Plaintiffs, KENNETH MANFREDI, SR., KENNETH MANFREDI, JR., and ALEXANDER LIEBSTER, as trustee for the Estate of Ernesto Liebster, by and through the undersigned attorney, and sue the Defendants, KOBALTEK, INC., *an inactive Florida Corporation*; MILLENNIUM LOCK INC., d/b/a ULTIMATE LOCK SYSTEMS, *a Texas Corporation*; RON DANIELS, *individually*; DARREN BAYSINGER, *individually*; and JOSEPH TITONE, *individually*, and in support thereof allege:

JURISDICTION AND VENUE

1. This is an action for Conversion, Civil Theft, Conspiracy, Fraud, and Breach of Fiduciary Duty, and is for damages that are within the jurisdiction of this Court, exclusive of interest, costs, and attorneys' fees.



2. Plaintiff, KENNETH MANFREDI, SR. (hereinafter referred to as "MANFREDI SR"), is a *sui juris* Georgia resident.

3. Plaintiff, KENNETH MANFREDI, JR. (hereinafter referred to as "MANFREDI JR"), is a *sui juris* Texas resident.

4. Plaintiff, ALEXANDER LIEBSTER, as trustee for the Estate of Ernesto Liebster (hereinafter referred to as "LIEBSTER"), is a *sui juris* Maine resident.

5. Defendant, KOBALTEK, INC., (hereinafter referred to as "KOBALTEK") was, at all times material hereto, a Florida Corporation with its principal place of business in Broward County, Florida, and conducting business in Miami-Dade County, Florida.

6. Defendant, MILLENNIUM LOCK INC., d/b/a ULTIMATE LOCK SYSTEMS, (hereinafter referred to as "MILLENNIUM") was, at all times material hereto, a Texas Corporation conducting business in Miami-Dade County, Florida.

7. Defendant, RON DANIELS (hereinafter referred to as the "DANIELS"), is a *sui juris* Texas resident, and is and was the President and Chief Executive Officer of Defendant, MILLENNIUM LOCK INC., d/b/a ULTIMATE LOCK SYSTEMS, at all times material hereto.

8. Defendant, DARREN BAYSINGER (hereinafter referred to as the "BAYSINGER"), is a *sui juris* Broward County resident.

9. Defendant, JOSEPH TITONE (hereinafter referred to as the "JOSEPH TITONE"), is a *sui juris* Broward County resident.

10. Venue is proper in Miami-Dade County, Florida, as the majority of the claims giving rise to the dispute occurred in Miami-Dade County and the Defendant KOBALTEK is a Miami-Dade County corporation.

FACTS

11. On February 15, 2010, and February 24, 2010, Plaintiffs, Ernesto LIEBSTER and MANFREDI SR., *respectively*, purchased 2,000 Model 4000 locks (hereinafter referred to as "SUBJECT MERCHANDISE") from Defendant, MILLENNIUM, and executed a personal guarantee as co-guarantors, for the SUBJECT MERCHANDISE in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00). A true and correct copy of this Personal Guarantee is attached hereto and marked as Exhibit "A."

12. In our around March 2010, non-party, Rolando Martinez (hereinafter referred to as "MARTINEZ"), an employee of Defendants MILLENNIUM and DANIELS, prepared the SUBJECT MERCHANDISE for shipping from Houston, Texas, to Miami, Florida. *See*, Martinez's statement to the Miami-Dade County Police Department, dated April 20, 2012, regarding Theft Report Case #PD111027430601, a true and correct copy of which is attached hereto and marked as Exhibit "B."

13. In or around March 2010, the SUBJECT MERCHANDISE was shipped to non-party, DTS DIRECT MAIL AND FULFILLMENT SERVICES, INC.'s (hereinafter referred to as "DTS") storage warehouse in Miami-Dade County, Florida. Shipping fees in the amount of ONE THOUSAND FOUR HUNDRED FORTY DOLLARS (\$1,440.00) was paid by LIEBSTER. *See*, Straight Bill of Lading, a true and correct copy of which is attached hereto and marked as Exhibit "C."

14. Between April 21, 2010, and May 3, 2010, Plaintiffs, MANFREDI SR., and Ernesto LIEBSTER paid all amounts due for the SUBJECT MERCHANDISE pursuant to the PERSONAL GUARANTEE. *See*, Draft numbers 1350 and 1352 written from MANFREDI's

Non-Party corporation, Developer Design Group, LLC, true and correct redacted copies of which are attached hereto and marked as Composite Exhibit "D."

15. In or around June 2010, PLAINTIFFS entered into an agreement with a wholesale company in Jamaica for the purchase of the subject property

16. The SUBJECT MERCHANDISE was scheduled to remain in storage at DTS' warehouse until it was ready to be shipped to Jamaica.

17. On or around September 3, 2010, Ernesto LIEBSTER died.

18. On or around September 6, 2010, MARTINEZ was asked by Defendant DANIELS and/or Defendant MILLENNIUM to unload the SUBJECT MERCHANDISE into Defendants, DANIELS and MILLENNIUM's facilities in Houston, Texas. *See*, Exhibit "B."

19. MARTINEZ knew of the sale of the SUBJECT MERCHANDISE to Plaintiffs, MANFREDI SR and LIEBSTER, and believed same to be the rightful owners of the SUBJECT MERCHANDISE, and based on that knowledge arranged for the shipping of the SUBJECT MERCHANDISE to a warehouse in Miami, Florida

20. MARTINEZ believed that Defendants DANIELS and/or MILLENNIUM were no longer the rightful owners of the SUBJECT MERCHANDISE. *Id.*

21. On or around September 8, 2010, and upon information and belief the SUBJECT MERCHANDISE was stolen by Defendants, DANIELS and MILLENNIUM from DTS' Warehouse, and taken across state lines to Defendants, DANIELS and MILLENNIUM's facilities in Houston, Texas.

22. MARTINEZ was aware of DANIELS and MILLENNIUM's scheme to steal the SUBJECT PROPERTY, but refused to take part in same. *Id.*

23. On or around September 26, 2010, PLAINTIFFS were notified that the SUBJECT MERCHANDISE had been stolen. PLAINTIFFS immediately notified the Police and FBI regarding said theft. *See*, Miami-Dade Police Department Theft Report, Case #PD111027430601, a true and correct copy of which is attached hereto and marked as Exhibit "E." *See also*, Exhibit "B."

24. In or around September 2010, upon information and belief, Defendants, BAYSINGER and JOSEPH TITONE began conspiring against PLAINTIFFS for the purposes of diverting potential insurance proceeds for the theft of PLAINTIFF'S SUBJECT MERCHANDISE from DTS's warehouse.

25. On or around September 29, 2010, and in furtherance of the conspiracy identified in paragraph 24 above, Defendant BAYSINGER formed KOBALTEK, INC (a named defendant herein). *See*, Articles of Incorporation for Kobaltek, Florida Department of State, Division of Corporations, a true and correct copy of which is attached hereto and marked as Exhibit "F."

26. In or around September and October 2010, and unbeknownst to PLAINTIFFS, and in furtherance of their conspiracy, Defendant JOSEPH TITONE contacted non-party Sherman Daley (hereinafter referred to as "DALEY"), former sales agent for LIEBSTER, and wrongfully informed DALEY that JOSEPH TITONE was representing Plaintiffs, MANFREDI SR and LIEBSTER in a lawsuit against DTS regarding the stolen SUBJECT PROPERTY. *See*, Letter from Daley to Manfredi, dated April 23, 2012, a true and correct copy of which is attached hereto and marked as Exhibit "G."

27. In or around September and October 2010, and unbeknownst to PLAINTIFFS, and in furtherance of their conspiracy, Defendant BAYSINGER requested that DALEY issue a

new purchase order for the SUBJECT MERCHANDISE to "add his name to the contact line and 'white out' Mr. Liebster's name." *Id.*

28. Defendant BAYSINGER further told DALEY that Defendant JOSEPH TITONE believed that this new purchase order would "hold 'more credibility' and show standing in this case [against DTS]." *Id.*

29. DALEY refused to comply with Defendants JOSEPH TITONE and BAYSINGER's request to fraudulently alter the purchase order as discussed in the preceding paragraph. *Id.*

30. On or around October 1, 2010, MARTINEZ discovered the SUBJECT MERCHANDISE at Defendants, DANIELS and MILLENNIUM's facilities in Houston, Texas, and notified PLAINTIFFS of same.

31. On or around October 22, 2010, and January 7, 2011, PLAINTIFFS made a demand for the immediate compensation of the stolen SUBJECT PROPERTY.

32. On or around October 29, 2010, and unbeknownst to PLAINTIFFS, and in furtherance of their conspiracy, Defendant KOBALTEK, via Defendant BAYSINGER and represented by Defendant JOSEPH TITONE, filed a lawsuit against DTS seeking compensation for the theft of the SUBJECT MERCHANDISE belonging to PLAINTIFFS from the DTS warehouse.

33. In or around January 2011, PLAINTIFFS opened an investigation with the FBI Office in Houston, Texas, regarding the theft of the SUBJECT PROPERTY transported across state lines.

34. In or around March 2011, and over FIVE (5) months *after* having filed the lawsuit described above, and in furtherance of their conspiracy, Defendant, BAYSINGER approached

PLAINTIFFS *for the first time* and informed them that he had just learned of the theft of the SUBJECT PROPERTY, and offered to assist PLAINTIFFS make an insurance claim against DTS. *See, Kobaltek v. DTS Direct Mail & Fulfillment Services*, Miami-Dade County Circuit Court Case No. 10-58137, a true and correct copy of the Docket Information is attached hereto and marked as Exhibit "H."

35. On or around June 14, 2011, and unbeknownst to PLAINTIFFS, and in furtherance of their conspiracy, Defendant KOBALTEK, via Defendant BAYSINGER, represented by Defendant JOSEPH TITONE, settled the lawsuit with DTS for TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00). *See, Kobaltek v. DTS Direct Mail & Fulfillment Services*, Miami-Dade County Circuit Court Case No. 10-58137, Mediator's Report and Settlement Agreement, dated June 14, 2011, a true and correct copy of which is attached hereto and marked as Exhibit "I."

36. In or around June 2011, Defendant JOSEPH TITONE approached non-party, Anthony Titone, Esq. (Defendant JOSEPH TITONE's brother and hereinafter referred to as "ANTHONY TITONE") and requested to use ANTHONY TITONE's Florida Bar Trust Account for the receipt and distribution of the settlement funds. *See, Affidavit of Anthony Titone with Attachments*, a true and correct copy of which is attached hereto and marked as Composite Exhibit "J."

37. ANTHONY TITONE did not seek or receive the permission of any of the PLAINTIFFS to accept and distribute said funds or in any other way to represent them as their attorney.

38. On or around June 24, 2011, ANTHONY TITONE deposited the TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) settlement funds into his Trust Account. *See*, Composite Exhibit "J."

39. On or around July 1, 2011, ANTHONY TITONE, at the direction of JOSEPH TITONE and BAYSINGER, distributed from his Trust Account the proceeds from the settlement with DTS as follows: JOSEPH TITONE received FIFTEEN THOUSAND FIVE HUNDRED DOLLARS (\$15,500.00) and BAYSINGER received NINE THOUSAND FIVE HUNDRED DOLLARS (\$9,500.00). *See*, Composite Exhibit "J."

40. In furtherance of their conspiracy, and despite having already filed and settled the lawsuit against DTS, BAYSINGER, in or around July 2011, informed PLAINTIFFS of his intention to hire JOSEPH TITONE to represent them in a lawsuit against DTS on behalf of PLAINTIFFS; the PLAINTIFFS refused JOSEPH TITONE's representation or involvement in any way with the dispute.

41. In or around September 2011, in furtherance of their conspiracy, and despite having already filed a lawsuit against DTS and settled same, BAYSINGER informed PLAINTIFFS that they were able to recover FIVE THOUSAND DOLLARS (\$5,000.00) from DTS but needed said funds to compensate JOSEPH TITONE.

42. In or around November 2011, PLAINTIFFS contacted DTS' Chief Operating Officer, Christopher Trainor, who informed PLAINTIFFS that they had fallen victims of a hoax by JOSEPH TITONE and BAYSINGER.

43. In or around December 2011, PLAINTIFFS received, *for the first time*, a copy of the settlement agreement between DTS and KOBALTEK, signed by BAYSINGER on behalf of KOBALTEK and signed by JOSEPH TITONE. *See*, Exhibit "I."

44. In or around January 2012, Mark Goldstein, attorney for DTS, orally informed the PLAINTIFFS that BAYSINGER and JOSEPH TITONE "scammed" PLAINTIFFS by wrongfully and fraudulently filing and settling the matter against DTS.

45. In or around January 2012, Mr. Goldstein further orally informed the PLAINTIFFS that BAYSINGER and JOSEPH TITONE perpetuated multiple frauds upon the Court in the lawsuit against DTS by altering documents to establish standing in said case.

46. In or around February 2012, PLAINTIFFS approached BAYSINGER and inquired about the TWENTY-FIVE THOUSAND DOLLAR (\$25,000.00) settlement. Defendant BAYSINGER informed PLAINTIFFS that Defendant JOSEPH TITONE took the TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), and then immediately ended the parties' conversation.

47. In or around March 2012, PLAINTIFFS filed a complaint with the Florida Bar against Defendant JOSEPH TITONE for filing the frivolous lawsuit referred to above and for stealing the TWENTY-FIVE THOUSAND DOLLAR (\$25,000.00) settlement funds resulting from same. Said complaint with the Florida Bar is still under investigation.

48. The SUBJECT MERCHANDISE identified above was placed from, delivered to, stored in and stolen from Miami-Dade County, Florida

49. The wrongful lawsuit and resulting settlement was filed in Miami-Dade County, Florida.

50. The settlement funds were paid, received and deposited, and released in Miami-Dade County, Florida.

51. To date, Defendants have not returned any of the SUBJECT MERCHANDISE or otherwise compensated PLAINTIFFS for the theft of same.

52. At present, Defendants, MILLENNIUM and DANIELS owe PLAINTIFFS an amount in excess of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), not including interest and attorneys' fees and costs.

53. At present, Defendants, KOBALTEK, BAYSINGER, and JOSEPH TITONE, owe PLAINTIFFS an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), not including interest and attorneys' fees and costs.

54. All demands, opportunities to cure and all conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

COUNT I - CONVERSION
(AGAINST DEFENDANTS DANIELS AND MILLENNIUM)

55. PLAINTIFFS repeat and re-allege paragraphs 1 through 54, as if fully set forth herein.

56. On February 15, 2010, and February 24, 2010, Plaintiffs, Ernesto LIEBSTER and MANFREDI SR., *respectively*, purchased 2,000 Model 4000 locks (hereinafter referred to as "SUBJECT MERCHANDISE") from Defendant, MILLENNIUM, and executed a personal guarantee as co-guarantors, for the SUBJECT MERCHANDISE in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00). *See*, Exhibit "A."

57. In or around March 2010, the SUBJECT MERCHANDISE was shipped to DTS' storage warehouse in Miami-Dade County, Florida. Shipping fees in the amount of ONE THOUSAND FOUR HUNDRED FORTY DOLLARS (\$1,440.00) was paid by LIEBSTER. *See*, Exhibit "C."

58. Between April 21, 2010, and May 3, 2010, Plaintiffs, MANFREDI SR. and Ernesto LIEBSTER, paid all amounts due for the SUBJECT MERCHANDISE pursuant to the PERSONAL GUARANTEE. *See*, Composite Exhibit "D."

59. On or about September 8, 2010, Defendants, DANIELS and MILLENNIUM converted to their own use the SUBJECT MERCHANDISE that was then the property of PLAINTIFFS of the value of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00). *See*, Exhibit "A."

60. PLAINTIFFS have made several demands for the return of the property or the value thereof, however, such demands have been futile, and Defendants, DANIELS and MILLENNIUM remain in possession of said property.

61. PLAINTIFFS were damaged as a result of Defendants, DANIELS and MILLENNIUM's wrongful retention of SUBJECT MERCHANDISE in an amount no less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), not including interest and attorneys' fees and costs.

62. As a direct and proximate result of Defendants, DANIELS and MILLENNIUM's wrongful retention of SUBJECT MERCHANDISE, the PLAINTIFFS were required to retain the services of the undersigned attorney to recover this debt.

WHEREFORE Plaintiffs, KENNETH MANFREDI, SR., KENNETH MANFREDI, JR., and ALEXANDER LIEBSTER, as trustee for the Estate of Ernesto Liebster, demand a judgment against the Defendants, MILLENNIUM LOCK INC., d/b/a ULTIMATE LOCK SYSTEMS, a *Texas Corporation*, and RON DANIELS, *individually*, for damages in an amount exceeding ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), prejudgment interest, and a jury trial on all issues triable.

COUNT II - CIVIL THEFT PURSUANT TO FLA. STAT. §772.11
(AGAINST DEFENDANTS DANIELS AND MILLENNIUM)

63. PLAINTIFFS repeat and re-allege paragraphs 1 through 54, as if fully set forth herein.

64. As previously stated herein, on February 15, 2010, and February 24, 2010, Plaintiffs, Ernesto LIEBSTER and MANFREDI SR., *respectively*, purchased the SUBJECT MERCHANDISE from Defendants, MILLENNIUM and DANIELS, and executed a personal guarantee as co-guarantors, for the SUBJECT MERCHANDISE in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00). *See*, Exhibit "A."

65. As previously stated herein, PLAINTIFFS paid all amounts due for the SUBJECT MERCHANDISE pursuant to the PERSONAL GUARANTEE by or before May 3, 2010. *See*, Composite Exhibit "D."

66. Accordingly, the PLAINTIFFS had a legally recognized property interest in the SUBJECT MERCHANDISE.

67. As previously stated herein, on or around September 8, 2010, Defendants, DANIELS and MILLENNIUM obtained the PLAINTIFF's SUBJECT PROPERTY with a felonious intent to commit a theft and permanently deprive PLAINTIFFS' of their rights to and benefit of said property.

68. The value of said property was ONE HUNDRED THOUSAND DOLLARS (\$100,000.00). *See*, Exhibit "A."

69. As previously stated herein, Defendants, DANIELS and MILLENNIUM, wrongfully and illegally converted the SUBJECT PROPERTY from the DTS warehouse in Miami-Dade County, Florida, and took it across state lines to their facilities in Houston, Texas.

70. PLAINTIFFS were injured by Defendants, DANIELS and MILLENNIUM's violation of §812.014 of the Florida Statutes (2013).

71. On or around November 2012, PLAINTIFFS made a formal demand for the value of the SUBJECT PROPERTY to no avail.

72. As a result of Defendants, DANIELS and MILLENNIUM's actions, and pursuant to §772.11 of the Florida Statutes (2013), PLAINTIFFS are entitled to treble damages and reasonable attorneys' fees and court costs.

WHEREFORE Plaintiffs, KENNETH MANFREDI, SR., KENNETH MANFREDI, JR., and ALEXANDER LIEBSTER, as trustee for the Estate of Ernesto Liebster, demand a judgment against the MILLENNIUM LOCK INC., d/b/a ULTIMATE LOCK SYSTEMS, a Texas Corporation, and RON DANIELS, for treble damages in the amount of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) pursuant to Fla. Stat. §772.11, prejudgment interest, an award of attorneys' fees and costs incurred as a result of bringing this action, and a jury trial on all issues triable.

COUNT III - CONVERSION
(AGAINST DEFENDANTS KOBALTEK, BAYSINGER AND JOSEPH TITONE)

73. PLAINTIFFS repeat and re-allege paragraphs 1 through 54, as if fully set forth herein.

74. On or about June 14, 2011, Defendants, KOBALEK, BAYSINGER, AND JOSEPH TITONE, converted to their own use settlement funds that were then the property of PLAINTIFFS of the value of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00).

75. PLAINTIFFS have made several demands for the settlement funds, however, such demands have been futile, and DEFENDANTS remain in possession of said property.

76. PLAINTIFFS were damaged as a result of DEFENDANTS' wrongful retention of said settlement funds in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), not including interest and attorneys' fees and costs.

77. As a direct and proximate result of DEFENDANTS' wrongful retention of said settlement funds, the PLAINTIFFS were required to retain the services of the undersigned attorney to recover this debt.

WHEREFORE Plaintiffs, KENNETH MANFREDI, SR., KENNETH MANFREDI, JR., and ALEXANDER LIEBSTER, as trustee for the Estate of Ernesto Liebster, demand a judgment against the Defendants, KOBALTEK, INC., *an inactive Florida Corporation*, DARREN BAYSINGER, *individually*, and JOSEPH TITONE, *individually*, for damages in the amount no less than TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), prejudgment interest, and a jury trial on all issues triable.

COUNT IV - CONSPIRACY
(AGAINST DEFENDANTS BAYSINGER AND JOSEPH TITONE)

78. PLAINTIFFS repeat and re-allege paragraphs 1 through 54, as if fully set forth herein.

79. As previously stated herein, Defendants, BAYSINGER and JOSEPH TITONE, conspired against PLAINTIFFS by doing the following overt acts in furtherance of their conspiracy:

- A. by conspiring to divert potential insurance proceeds for the theft of PLAINTIFF'S SUBJECT MERCHANDISE from DTS's warehouse;
- B. by forming Defendant, KOBALTEK, on or around September 29, 2010, for the purposes of using such entity as the Plaintiff in the wrongful lawsuit filed against DTS;

- C. by BAYSINGER's soliciting and hiring Defendants JOSEPH TITONE without the PLAINTIFFS' knowledge or approval, and despite their absolute protest about doing so;
- D. by JOSEPH TITONE'S representation of the PLAINTIFF's company and assets without their knowledge or consent;
- E. by conspiring to knowingly, wrongfully, falsely and maliciously make statements to DALEY, and wrongfully informing DALEY that JOSEPH TITONE was representing Plaintiffs, MANFREDI SR and LIEBSTER against DTS regarding the stolen SUBJECT PROPERTY;
- F. by conspiring to knowingly, wrongfully, falsely and maliciously request that DALEY issue a new purchase order for the SUBJECT MERCHANDISE to "add his name to the contact line and 'white out' Mr. Liebster's name," as such would "hold 'more credibility' and show standing in this case [against DTS];"
- G. by filing a lawsuit against DTS on October 29, 2010, seeking compensation for the theft of the SUBJECT MERCHANDISE belonging to PLAINTIFFS from the DTS warehouse without the knowledge or consent of the PLAINTIFFS;
- H. approaching PLAINTIFFS FIVE (5) months *after* having already wrongfully filed the lawsuit described in the preceding paragraph, and *for the first time* informing PLAINTIFFS that Defendant BAYSINGER had *just* learned of the theft of the SUBJECT PROPERTY, and offered to assist PLAINTIFFS in making an insurance claim against DTS;

- I. by settling the case for insurance claims against DTS on June 14, 2011, and in spite of the fact that the PLAINTIFFS had no knowledge that such lawsuit had been filed in the first place;
- J. by informing PLAINTIFFS, in or around July 2011, of Defendant BAYSINGER's intention to solicit the assistance of JOSEPH TITONE in the recovery efforts against DTS, all the while having already known of JOSEPH TITONE's involvement in same, and having known of same already having been settled;
- K. by informing PLAINTIFFS, in or around August 2011, that DTS offered to settle the matter for FIVE THOUSAND DOLLARS (\$5,000.00), despite the fact that Defendants had already filed a lawsuit against DTS, and settled same for TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), *five times* the amount relayed to the PLAINTIFFS;
- L. by intentionally misinforming PLAINTIFFS, in September 2011, that he was able to secure a FIVE THOUSAND DOLLARS (\$5,000.00) settlement from DTS, but that same was needed to compensate JOSEPH TITONE for his services;
- M. by failing to provide PLAINTIFFS with a copy of any documents whatsoever reflecting the settlement with DTS regarding the SUBJECT MERCHANDISE;
- N. by directing DTS to deposit the settlement funds into ANTHONY TITONE's Trust Account;
- O. by perpetuating multiple frauds upon the PLAINTIFFS, DTS, and the Court in the lawsuit against DTS, by altering documents to establish standing in said case;

- P. by otherwise conspiring to knowingly, wrongfully and illegally alter documents and submit same to the Court for purposes of obtaining a settlement from DTS;
- Q. conspiring to obtain and retain the settlements amounts received from the lawsuit against DTS; and
- R. by otherwise conspiring against the Plaintiffs as described with particularity in paragraphs 1 through 54 above.

80. PLAINTIFFS were damaged as a direct and proximate result of Defendants, BAYSINGER and JOSEPH TITONE's conspiracy for the amount of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), not including interest and attorneys' fees and costs.

81. As a direct and proximate result of BAYSINGER and JOSEPH TITONE's conspiracy, the PLAINTIFFS were required to retain the services of the undersigned attorney to recover the settlement amount.

WHEREFORE Plaintiffs, KENNETH MANFREDI, SR., KENNETH MANFREDI, JR., and ALEXANDER LIEBSTER, as trustee for the Estate of Ernesto Liebster, demand a judgment against the Defendants, DARREN BAYSINGER, *individually*, and JOSEPH TITONE, *individually*, for damages in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), prejudgment interest, and a jury trial on all issues triable.

COUNT V - FRAUD
(AGAINST DEFENDANTS KOBALTEK, BAYSINGER AND JOSEPH TITONE)

82. PLAINTIFFS repeat and re-allege paragraphs 1 through 54, as if fully set forth herein.

83. In or around September and October 2010, and unbeknownst to PLAINTIFFS, Defendant JOSEPH TITONE contacted DALEY, and knowingly, wrongfully and falsely

misrepresented to DALEY that JOSEPH TITONE was defending Plaintiffs, MANFREDI SR and LIEBSTER against DTS regarding the stolen SUBJECT PROPERTY. *See*, Exhibit "G."

84. In or around September and October 2010, and unbeknownst to PLAINTIFFS, and in furtherance of their conspiracy, Defendant BAYSINGER requested that DALEY issue a new purchase order for the SUBJECT MERCHANDISE to "add his name to the contact line and 'white out' Mr. Liebster's name." *Id.*

85. Defendant BAYSINGER further told DALEY that JOSEPH TITONE believed that this new purchase order would "hold 'more credibility' and show standing in this case [against DTS]." *Id.*

86. On or around October 29, 2010, Defendant KOBALTEK, via Defendant BAYSINGER and represented by Defendant JOSEPH TITONE, knowingly, wrongfully and falsely misrepresented to the Circuit Court of Miami-Dade County that same had standing to file a lawsuit against DTS seeking compensation for the theft of the SUBJECT MERCHANDISE belonging to PLAINTIFFS from the DTS warehouse.

87. In an effort to establish standing, Defendants KOBALTEK, BAYSINGER and JOSEPH TITONE wrongfully and illegally altered documents and submitted same to the Court.

88. In or around March 2011, and over FIVE (5) months *after* having filed the lawsuit described in the preceding paragraph, Defendant BAYSINGER knowingly, wrongfully and falsely misrepresented to PLAINTIFFS that he had just learned of the theft of the SUBJECT PROPERTY, and offered to assist PLAINTIFFS make an insurance claim against DTS.

89. In or around August 2011, despite having already filed a lawsuit against DTS and settled with same for TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), BAYSINGER

knowingly, wrongfully and falsely misrepresented to PLAINTIFFS that DTS offered to settle the matter for FIVE THOUSAND DOLLARS (\$5,000.00).

90. In or around September 2011, in furtherance of their conspiracy, and despite having already filed a lawsuit against DTS and settled same, BAYSINGER informed PLAINTIFFS that they were able to recover FIVE THOUSAND DOLLARS (\$5,000.00) from DTS but decided said funds to compensate JOSEPH TITONE.

91. BAYSINGER and JOSEPH TITONE made such misrepresentation intending for DTS and the CIRCUIT COURT OF MIAMI-DADE COUNTY to rely on such misrepresentations, ultimately, to the detriment of the PLAINTIFFS and DTS.

92. PLAINTIFFS were damaged as a result of DALEY, the CIRCUIT COURT OF MIAMI-DADE COUNTY and DTS' reliance on said misrepresentations, in an amount not less than TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), not including not including interest and attorneys' fees and costs.

93. As a direct and proximate result of DEFENDANTS' wrongful conduct, the PLAINTIFFS were required to retain the services of the undersigned attorney to recover this debt.

WHEREFORE Plaintiffs, KENNETH MANFREDI, SR., KENNETH MANFREDI, JR., and ALEXANDER LIEBSTER, as trustee for the Estate of Ernesto Liebster, demand a judgment against the Defendants, KOBALTEK, INC., *an inactive Florida Corporation*, DARREN BAYSINGER, *individually*, and JOSEPH TITONE, *individually*, for damages in the amount no less than TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), prejudgment interest, and a jury trial on all issues triable.

COUNT VI - BREACH OF FIDUCIARY DUTY
(AGAINST DEFENDANT JOSEPH TITONE)

94. Plaintiff repeats and re-alleges paragraphs 1 through 54, as if fully set forth herein.

95. JOSEPH TITONE is an attorney licensed to practice in the State of Florida and, accordingly, is required to comply with the Florida Bar Rules of Professional Conduct.

96. The Florida Bar Rules of Professional Conduct impose upon JOSEPH TITONE, and all attorneys licensed in the State, with a fiduciary duty to all individuals and entities they represent.

97. JOSEPH TITONE was not retained by or authorized to act as an attorney for the Plaintiffs with respect to the action styled as: *Kobaltek, Inc. v. DTS Direct Mail & Fulfillment SVCS, Inc.*, Fla., 11th Cir., Case No.: 2010-58137-CA-01. See, Exhibit "H."

98. JOSEPH TITONE falsely represented to DTS and the Court, that he was counsel for the Plaintiffs in the case he prosecuted and, ultimately, settled; to wit: *Kobaltek, Inc. v. DTS Direct Mail & Fulfillment SVCS, Inc.*, Fla., 11th Cir., Case No.: 2010-58137-CA-01. See, Exhibit "H."

99. JOSEPH TITONE wrongfully acquired and thereafter abused his fiduciary role as counsel for the Plaintiffs, by taking unconscionable advantage of the Plaintiffs, to their great detriment, by performing the acts identified below, *inter alia* :

- A. by conspiring to divert potential insurance proceeds for the theft of PLAINTIFF'S SUBJECT MERCHANDISE from DTS's warehouse;
- B. by forming KOBALTEK, on or around September 29, 2010, for the purposes of using such entity as the Plaintiff in the wrongful lawsuit filed against DTS;

- C. by representing the PLAINTIFF's company and assets without their knowledge or consent;
- D. by conspiring to knowingly, wrongfully, falsely and maliciously request that DALEY issue a new purchase order for the SUBJECT MERCHANDISE to "add his name to the contact line and 'white out' Mr. Liebster's name," as such would "hold 'more credibility' and show standing in this case [against DTS];"
- E. by filing a lawsuit against DTS on October 29, 2010, seeking compensation for the theft of the SUBJECT MERCHANDISE belonging to PLAINTIFFS from the DTS warehouse without the knowledge or consent of the PLAINTIFFS;
- F. by settling the case for insurance claims against DTS on June 14, 2011, and in spite of the fact that the PLAINTIFFS had no knowledge that such lawsuit had been filed in the first place;
- G. by conspiring with BAYSINGER to inform PLAINTIFFS, in or around July 2011, of BAYSINGER's intention to solicit the assistance of JOSEPH TITONE in the recovery efforts against DTS, knowing of the prior unauthorized representation in said suit and having known of same already having been settled;
- H. by informing PLAINTIFFS, in or around August 2011, that DTS offered to settle the matter for FIVE THOUSAND DOLLARS (\$5,000.00), despite the fact that Defendants had already filed a lawsuit against DTS, and settled same for TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), *five times* the amount relayed to the PLAINTIFFS;

- I. by intentionally misinforming PLAINTIFFS, in September 2011, that he was able to secure a FIVE THOUSAND DOLLARS (\$5,000.00) settlement from DTS, but that same was needed to compensate JOSEPH TITONE for his services;
- J. by failing to provide PLAINTIFFS with a copy of any documents whatsoever reflecting the settlement with DTS regarding the SUBJECT MERCHANDISE;
- K. by directing DTS to deposit the settlement funds into ANTHONY TITONE's Trust Account;
- L. by perpetuating multiple frauds upon the PLAINTIFFS, DTS, and the Court in the lawsuit against DTS;
- M. by altering and falsifying documents to establish standing in said case;
- N. by self-dealing;
- O. by converting funds belonging to others;
- P. failing to hold in trust the property of others;
- Q. by otherwise conspiring to knowingly, wrongfully and illegally alter documents and submit same to the Court for purposes of obtaining a settlement from DTS;
- R. conspiring to obtain and retain the settlements amounts received from the lawsuit against DTS; and
- S. by otherwise conspiring against the Plaintiffs as described with particularity in paragraphs 1 through 54 above.

100. PLAINTIFFS were damaged as a direct and proximate result of JOSEPH TITONE's breach of fiduciary duty in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), not including interest and attorneys' fees and costs.

101. As a direct and proximate result of JOSEPH TITONE's breach of fiduciary duty, the PLAINTIFFS were required to retain the services of the undersigned attorney to recover this debt.

WHEREFORE Plaintiffs, KENNETH MANFREDI, SR., KENNETH MANFREDI, JR., and ALEXANDER LIEBSTER, as trustee for the Estate of Ernesto Liebster, demand a judgment against the Defendant, JOSEPH TITONE, *individually*, for damages in the amount no less than TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), prejudgment interest, and a jury trial on all issues triable.

COUNT VII – CIVIL THEFT PURSUANT TO FLA. STAT. §772.11
(AGAINST DEFENDANTS KOBALTEK, BAYSINGER AND JOSEPH TITONE)

102. PLAINTIFF repeats and re-alleges paragraphs 1 through 54, and as if fully set forth herein.

103. This is an action for Civil Theft pursuant to Fla. Stat. §772.11 (2013).

104. Defendants, KOBALTEK, BAYSINGER, and JOSEPH TITONE, committed theft, pursuant to Fla. Stat. §812.014 (2013), by knowingly obtaining TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) from the PLAINTIFFS in the form of settlement funds that were then the property of the PLAINTIFFS with the felonious intent to permanently deprive PLAINTIFF of its right to said property and to appropriate PLAINTIFF'S property to DEFENDANTS' own use.

105. PLAINTIFF has complained with all conditions precedent to this claim as required by Fla. Stat. §772.11 (2013).

106. As a direct and proximate result DEFENDANTS' feloniously intentional theft, PLAINTIFF was required to retain the services of the undersigned attorney to recover this debt.

WHEREFORE Plaintiffs, KENNETH MANFREDI, SR., KENNETH MANFREDI, JR., and ALEXANDER LIEBSTER, as trustee for the Estate of Ernesto Liebster, demand a judgment against the Defendants, KOBALTEK, INC., *an inactive Florida Corporation*, DARREN BAYSINGER, *individually*, and JOSEPH TITONE, *individually*, for treble damages in the amount of SEVENTY FIVE THOUSAND DOLLARS (\$75,000.00) pursuant to Fla. Stat. §772.11, prejudgment interest, an award of attorneys' fees and costs incurred as a result of bringing this action, and a jury trial on all issues triable.

Respectfully submitted,

Law Offices of Michael J. Reppas, ■
Attorneys for Plaintiffs
7850 NW 146th Street, Suite 501
Miami Lakes, Florida 33016
Telephone: (305)822-8422
Facsimile: (305)822-3135

By: _____
Michael J. Reppas II
Florida Bar No. 124702
George C. Palaidis
Florida Bar No. 056666

PERSONAL GUARANTEE

THIS GUARANTEE dated this 12th day of February, 2010.

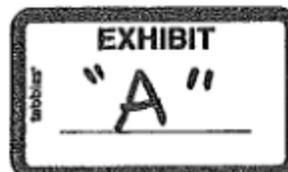
From: Ernesto Liebster and Kenneth Manfredi, (Collectively the Guarantors)

To: Ron Daniels of Ultimate Lock Systems, 6150 Richmond Ave.
Houston TX 77057
(The Lender)

Re: Cobalt Corp (The Debtor)

In Consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Guarantors jointly and severally, personally guarantees the prompt, full and complete performance of any and all existing duties and obligations of the Debtor to the Lender and payment of any and all indebtedness due to the lender and the debtor (collectively the "Debt") up to a limit of \$50,000. Under the terms of certain debt agreements (The Agreement) and the following terms and conditions:

1. The Guarantor guarantees that the Debtor will promptly pay the agreed amount of the debt when it becomes due according to the terms and conditions provided by the Agreement hereby acknowledged by the Lender or upon acceleration of the payment by reason of default.
2. The Guarantor further agrees not to mortgage, hypothecate or transfer any of the Guarantor's assets without the prior written consent of the Lender.
3. The Debt in question consists of no less than **2000 units** of the **Model 4000 Ultimate Lock** inventory valued at \$100,000.
4. Additionally the Lender agrees to accept the remainder of the inventory valued at fifty (\$50.) per unit as partial or complete payment in the event that the Debtor defaults in the obligations of the Agreement for payment of the loan. The Guarantor further agrees to pay for shipping and all cost associated with returning the inventory as payment of the "Debt".
5. In exchange for these considerations, for the above personal guarantee, the Lender agrees to pay the Guarantors the initial gross sales proceeds of Fifty (\$50,000.) as payment for the



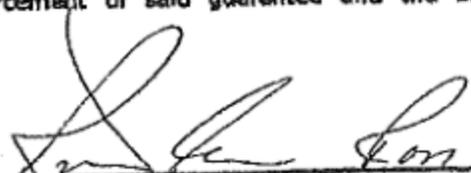
consulting agreement previously signed and acknowledged by the terms and conditions stated in that agreement and so acknowledged by the Lender's signature attached below.

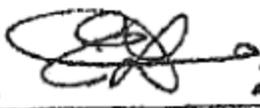
- 6. The Lender is hereby authorized at any time to inspect the inventory as the Lender sees fit to insure that the terms and conditions of the loan are being adhered.
- 7. The Lender agrees to hold any and all remaining balance due the Guarantors in escrow after the initial sale of the above mentioned inventory until the entire consulting fee (\$50,000) is paid in full, by that agreement acknowledged here in this Personal Guarantee, Fifty Thousand Dollar, (\$50,000.)
- 8. By this agreement the Lender agrees not to commingle the Guarantor's funds associated with this personal guarantee collected with any of the sales proceeds for Ultimate Lock Systems or Millennium Lock Systems Inc. These funds collected are specifically earmarked for payment of the Consulting Fee [redacted] in this Personal Guarantee.

GUARANTEE

FOR VALUE RECEIVED, the undersigned hereby guarantee absolutely and unconditionally prompt payment of the within personal guarantee and agree to pay all cost of collection and attorneys' fees, incurred or paid by the Lender in the collection and/or enforcement of said guarantee and the enforcement of this guarantee.

Signatures:

 _____ DATE
 Lender 2-15-10

 _____ DATE
 GUARANTOR 2-15-10

 _____ DATE
 Co-Maker/Guarantor 2-24-10

Statement of Rolando Martinez regarding the transportation of the stolen locks from the DTS Warehouse 5800 Miami Lakes DR, Miami Florida 33014

CASE # PD111027430601 THEFT REPORT

Sergeant Ruesga
MIAMI-DADE POLICE DEPARTMENT

April 20, 2012

I am over the age of 21 and have personal knowledge of the matter set forth herein:

To the best of my knowledge and as an employee of Millennium Lock and Ron Daniels, it was requested of me to take a truck and go to Miami from Houston to the DTS Warehouse where Ernesto Liebster had 2000 model 4000 Ultimate Locks stored and present them with documents supplied by Ron Daniels. I had originally loaded the 2000 units for shipping when they purchased the locks from Daniels warehouse in Houston and was asked to unload the locks when he received them back in his warehouse after they returned to Houston. This is how I know he has the original locks sold to them.

This request was made on or about September 6, 2010 a few days after the death of Mr. Liebster. As a person who has worked with Mr. Daniels and knew of the sale of these locks to Mr. Manfredi and Mr. Liebster I refused to take part in this request. I believed that they, Manfredi and Liebster, had purchased the locks and that Mr. Daniels no longer had ownership of these locks. I believed this because Manfredi and Liebster had arranged shipping for the model 4000 locks to their warehouse some month earlier and were selling these locks to their contacts in Jamaica.

As I told Agent Dillon of the Houston Bureau of the FBI, in July of 2011, I did not want to be part of any theft charges that may arise as a result of this action. Also I felt taking these locks across state lines could result in a Federal Felony charge and wanted no part of what Daniels had planned. After this I found out that he hired a trucking company to pick up the locks from that warehouse and made Manfredi aware of his actions.

Mr. Manfredi and Mr. Liebster were planning to buy the remaining model 4000 inventory from Daniels as per their conversations that I witnessed by being in their company on many occasions during their time with Daniels discussing their international business. It was also my belief that Ron Daniels had no ownership or partnership with Liebster or Manfredi based on those same conversations and Ron Daniels wanting to liquidate this old inventory for some time. I did witness the personal guarantees that they signed for the inventory and felt that they were the legal owners of this merchandise.

I can be contacted for additional information on my knowledge of this event given freely and with my consent this day of April, 2012

Rolando Martinez



Menu - Schedule A

**Kobaltek, Inc. Description of Services
and Pricing Schedule**

Product Receiving

*To receive materials, verify quality
and quantity, add to physical inventory,
add to computer inventory, and notify client*

\$18.00 per pallet
(or part thereof)

*(If Solid containers are received, add \$10
per pallet breakdown charge.)*

Order input from fax or other hard copy, if not electronic file

\$1.25 per order

**Order Processing including download of files in an
electronic-compatible format, printing
Pick & pack slip, pick-pack and quality check
operations and shipping 1 prepackaged item.
(Does not include any shopping cart or
credit card processing functions)**

\$1.95 per order

**Option: If additional items are included in same order
add per item (not boxed)**

\$1.00 each item

Bulk Orders: Pre-packed Cartons

*Includes pick & pack slip, pulling pre-packaged
Carton, and preparing label for shipment.*

\$4.95 per box

Pallet Orders: Pre-packed Cartons

*Includes pick & pack slip, pulling palletized
cartons, and preparing label for shipment.*

\$45.00/pallet

Pallet Storage:

*Storage in our secured warehouse,
including monthly inventory report.*

\$24.50 per pallet per month

Returns

Handled complete

\$4.95 each

Product Packaging Materials when needed

Cost plus 20%

0102010

Page 01/02

#008



Initial

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01/30/2007 12:07

EFTA01198694

Menu - Schedule A

Shipping Carrier Charges

Client will provide 3rd party billing information

\$200 Postage trust for PO Box Shipments

NOTE: No COD Orders or Shipments will be processed

Kitting & Assembly

To be quoted on an as-needed basis.

Reporting: *Standard Monthly Reports* No Charge

Monthly Service Minimum \$250.00

Set Up Fee \$250.00

(Excluding Computer Programming)

Monthly Coordination & Database Management Fee \$200.00

Trust Postage/Freight

An advance trust account is required to cover an estimated 6 weeks of usage, unless third party billing. This will be audited and adjusted on an on-going basis.

Recycling

*To take existing inventory and dumpster or recycle. \$ 50.00 per pallet
(or part thereof)*

Order Processing Times:

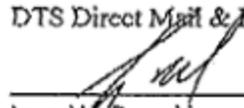
Standard Orders are processed by end of next business day after receipt.

Rush Orders: Every effort will be made to handle RUSH ORDERS in the requested time frame, however will not be guaranteed.

Average UPS charge for 5 lbs. to Chicago is \$7.32 so we recommend you use \$14.95 for shipping and handling for 1 unit and \$4.00 per added unit.

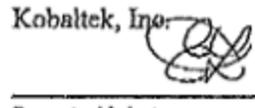
Orders will be held in our secured facility and only released upon receipt of an electronic order file or an email with all details from a pre-authorized individual only.

DTS Direct Mail & Fulfillment, Inc.


Larry VanDusseldorp

Date: March 10, 2010

Kobaltek, Inc.


Ernesto Liebster

Date: 3-9-10

0107070

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Initial /

Page 02/02

#008

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01/30/2007 12:08

EFTA01198695

**Electronic Articles of Incorporation
For**

P10000079460
FILED
September 29, 2010
Sec. Of State
jshivers

KOBALTEK, INC.

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:
KOBALTEK, INC.

Article II

The principal place of business address:
18331 PINES BLVD
#108
PEMBROKE PINES, FL. 33029

The mailing address of the corporation is:
18331 PINES BLVD
#108
PEMBROKE PINES, FL. 33029

Article III

The purpose for which this corporation is organized is:
ANY AND ALL LAWFUL BUSINESS.

Article IV

The number of shares the corporation is authorized to issue is:
500

Article V

The name and Florida street address of the registered agent is:
ADVANTIUM GROUP VENTURES, LLC
18331 PINES BLVD
#108
PEMBROKE PINES, FL. 33029



I certify that I am familiar with and accept the responsibilities of registered agent.

P10000079460
FILED
September 29, 2010
Sec. Of State
jshivers

Registered Agent Signature: DARREN BAYSINGER

Article VI

The name and address of the incorporator is:

ADVANTIUM GROUP VENTURES, LLC
18331 PINES BLVD
#108
PEMBROKE PINES, FL 33029

Incorporator Signature: AVANTIUM GROUP VENTURES

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
ADVANTIUM GROUP VENTURES
18331 PINES BLVD, #108
PEMBROKE PINES, FL. 33029

Article VIII

The effective date for this corporation shall be:

09/22/2010

Kenneth Manfredi
1449 Heights Blvd, #111
Houston, TX 77008

Attention Mr. Kenneth Manfredi
RE: Joseph J Titone; RFA No.12-16211

April 23, 2012

Dear Mr. Manfredi:

I read your Florida Bar complaint, RE: no. above, and have the following to offer as to what took place between Mr. Baysinger and Mr. Titone after Ernesto Liebster's death. I have the following recollection of the facts as they relate to my conversation with them regarding Kobaltek Inc, Ernesto's Company, and reference PO #00987345:

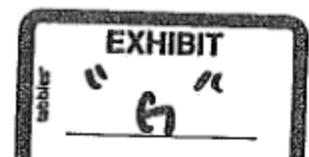
After Mr. Liebster's death I received a call from Mr. Titone requesting a copy of the PO above, for which I sent to Titone's partner Darren Baysinger. He said that he was representing Mrs. Liebster and Mr. Manfredi in a case for damages for the missing locks they had stored in a warehouse in Miami. He further went on to explain that he was working with Mr. Baysinger who was helping Manfredi and Liebster gather information for a deposition with DTS, the warehouse in Miami. Upon receiving the PO Mr. Baysinger requested that I add his name to the contact line and "white out" Mr. Liebster's name. He specifically stated that Mr. Titone said it would hold "more credibility" and show standing in this case, if I altered the PO to reflect Baysinger's name instead of Liebster's name on the PO for the model 4000 Millennium Lock we were selling in Jamaica. The copy of the PO you sent me is the original, clearly showing Liebster's name as the contact and any copy after this one would be a counterfeit.

I felt it dishonest to accommodate Mr. Titone and Mr. Baysinger in their request for altered documents and so refused to do so. Any and all documents that I had in this matter were signed by Mr. Liebster and any and all conversations prior to his death were with Mr. Manfredi or Mr. Liebster. I did not know who Mr. Baysinger was and Mr. Liebster never mentioned his name as a contact for this order. I did know of Mr. Titone based on my previous residence in Ft Lauderdale and his history of being disbarred in the early 1990's. I did not know he was still practicing law in the State of Florida until I received his call about the documents in question.

The above statement is of my own free will and as per your request for my recollection of the circumstances that I personally witnessed as the sales agent for Mr. Liebster concerning this order and the events that followed with Mr. Titone and Mr. Liebster. I am available for any questions you may need concerning my business with Mr. Liebster and this PO we had for the sale of the locks to Jamaica.

Sincerely,


Sherman Daley



HARVEY RUVIN
CLERK of the COURTS
 MIAMI-DADE COUNTY, FLORIDA



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KOBALTEK INC vs D T S DIRECT MAIL & FULFILLMENT SVCS INC

* Click on BOOK/PAGE of a particular docket to see the image if it is available *

Case Number (LOCAL): 2010-58137-CA-01

Dockets Retrieved: 30

Filing Date: 10/29/2010

Case Number (STATE): 13-2010-CA-058137-0000-01

Judicial Section: 02

Date	Book/Page	Docket Entry	Comments
08/14/2012		ORDER:	TO DISMISS FOR LACK OF PROSECUTION
05/25/2012	28131 / 3467 Pages: 1	VOLUNTARY DISMISSAL	BK:28131 PG:3467 DN01
04/26/2012		FWOP NOTICE GENERATED	08/07/2012 03:00 PM
05/24/2011		TEXT	AM. WITNESS LIST
05/24/2011		NOTICE OF ANSWER TO INTERROGATORIES	
05/12/2011		NOTICE OF INTERROGATORY	
05/02/2011		EXHIBIT LIST	PLAINTIFF
05/02/2011		WITNESS LIST	PN01
05/02/2011		WITNESS LIST	PN01 EXPERT
04/22/2011		RESPONSE TO REQUEST FOR PRODUCTION	
04/19/2011		NOTICE OF TAKING DEPOSITION	
04/05/2011		ORDER SETTING NON-JURY TRIAL	07/26/2011 02:00 PM
04/04/2011		RESPONSE TO REQUEST FOR PRODUCTION	
04/04/2011		ORDER:	ORDER DENYING MOTION FOR DEFAULT
03/10/2011		ANSWER AND AFFIRMATIVE DEFENSE	ATTORNEY:00203882 PN01
03/10/2011		NOTICE OF JURY TRIAL	: M
03/09/2011		REQUEST FOR PRODUCTION	
02/23/2011		ANSWER	ATTORNEY:00882186 DN01
02/22/2011		SUBPOENA RETURNED	
02/11/2011		NOTICE OF TAKING DEPOSITION	
02/11/2011		ORDER:	AGREED ORDER SETTING ASIDE DEFAULT
01/31/2011		NOTICE HEARING	MOTIONS 02/09/2011 10:00 AM
01/14/2011		ORDER:	ORDER GRANTING MOTION FOR DEFAULT



01/03/2011		ORDER OF DEFAULT	DN01
12/10/2010		MOTION FOR DEFAULT	
11/05/2010		SERVICE RETURNED	BADGE # 1570 P 10/29/2010 DN01
3/29/2010		DEMAND FOR JURY TRIAL	
10/29/2010		SUMMONS ISSUED	DN01
10/29/2010		CIVIL COVER	
10/29/2010		COMPLAINT	

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80141755

Koba Tek

PLAINTIFF(S),

vs.

DTS Direct Mail & Fulfillment Services

DEFENDANT(S),

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.: 10-58137 CA 01

MEDIATOR'S REPORT AND SETTLEMENT AGREEMENT (CIVIL)

FLORIDA BAR NO.: 354929

This Civil action being referred to Mediation by Stipulation of the Parties pursuant to F.S. 44.1101-102 and the applicable [redacted] and being heard before the undersigned Mediator on the 14 day of June, 2011.

The Parties stipulate and agree to the following matters and/or issues: SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

Plaintiff(s) agrees to execute any Release form generally required to be executed in settlements of disputes of this nature. Each party shall bear their respective attorney's fee and costs.

Plaintiff(s) and counsel agree to promptly pay outstanding mediation fees of \$ 90.00. Defendant(s) and counsel agree to promptly pay outstanding mediation fees of \$ 450.00.

All matters raised at the conference remain privileged, unless otherwise agreed to by all parties.

Dated this 14 day of June, 2011.

[Signature] Laurie L. Riemer, Esquire, Mediator/Arbitrator

The foregoing report and agreement is stipulated and agreed to by the undersigned.

[Signature] Plaintiff(s)

[Signature] Defendant(s)

[Signature] Plaintiff(s) Counsel

[Signature] Defendant(s) Counsel

Dated this 14 day of June 2011

Dated this 14 day of June 2011

Copies to Counsel (6/14/11)



Exhibit A

#1. Defendant DTS agrees to pay to Kobaltek the amount of \$25,000 within 7 days of the date herein check payable to Anthony Titone Trust Account and mailed to Joe Titone, Attorney for Kobaltek.

#2. Kobaltek agrees to indemnify DTS in the maximum amount of \$25,000 for any litigation claims ~~filed~~ by Millerigan ~~or~~ Ron Pawelski against DTS or any other entity or persons.

arising out of or relating to the facts of issue in this action.

Mr. [Signature] on V.T. [Signature]

Anthony J. Titone
 ATTORNEY AND COUNSELOR AT LAW
 8831 N. UNIVERSITY DRIVE
 SUITE 101
 CORAL SPRINGS, FLORIDA 33067

CIVIL TRIAL LAWYER
 CERTIFIED MEDIATOR
 CERTIFIED ARBITRATOR

TELEPHONE (954) 345-6655
 FACSIMILE (954) 345-6633
 ajtpa@bellsouth.net

FLORIDA BAR 1971
 NEW YORK BAR 1970
 FEDERAL BAR 1974
 TRIAL BAR 1983

April 11, 2013

Michael J. Reppas II Esq.
 7850 NW 146th Street
 Suite 501
 Miami Lakes FL 33016

SENT BY FAX AND REGULAR MAIL

Re: your file #2071-001

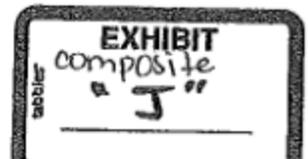
Dear Mr. Reppas,

Find herewith my affidavit and all my records attached thereto as you requested in yours of April 11, 2013. Call me if you have any questions.

Sincerely yours,

Anthony J. Titone

 Anthony J. Titone



AFFIDAVIT OF ANTHONY TITONE

State of Florida

County of Broward

That I Anthony Titone state under oath the following:

1. That I have continuously been a member of the Florida Bar since 1971.
2. That I am a sole practitioner with offices in Coral Springs Florida. My practice consists of civil litigation work along with my work as a certified mediator and a qualified arbitrator. I have maintained my own trust account since the beginning of my practice. My brother Joe is also a lawyer; his practice is mostly on criminal cases and he does not have a trust account.
3. Of the parties set forth in the draft complaint under file #2071-001, I know Kenneth Manfredi Sr., Darrin Baysinger and my brother Joe. I have no knowledge of the business transactions alleged in the draft and did not participate in any way in the alleged transactions or the underlining lawsuit that is described in the draft complaint.
4. I did not assist Joe Titone in his representation of Mr. Baysinger or Kobaltek in the litigation with DTS.
5. I first became aware of the Kobaltek/DTS litigation when my brother Joe(in June of 2011) asked me if it was ok to use my trust account for the distribution of any settlement proceeds from said lawsuit. I said it would be ok as long as his client agreed.
6. On June 24, 2011 I deposited the settlement proceeds (\$25,000.00) into my trust account and set up a trust account ledger for the deposit. See attached exhibits.
7. On July 1, 2011 I met with both Joe and Darrin and distributed to them

the entire settlement proceeds of \$25,000.00. See attached copies of checks #1495 and 1496 accordingly. Both checks cleared for payment from my trust account on my July 2011 statement.

8. That in late January 2012 I received the attached correspondence from Cristina Liebster dated January 23, 2012 (attached to this correspondence was the mediator's report and settlement agreement entered into between Kobaltek & DTS.)

9. I did not respond to Cristina Liebster's correspondence of January 23, 2012 and I did not discuss its contents with my either Joe or Darrin.

10. On April 5, 2013 I received a copy of a draft complaint naming me as a possible defendant in a lawsuit under file #2071-001.

11. On April 8, 2011 I researched my files and sent my correspondence to Attorney Reppas dated that same day.

12. I am herein sending this affidavit in response to correspondence received from attorney Reppas dated April 11, 2013.

13. The above is all I know regarding this matter and describes my entire involvement in the matter.

FURTHER AFFIANT SAITH NAUGHT

Anthony Titone

Anthony Titone FBN139524

SWORN TO AND SUBSCRIBED before me this 11th day of April 2013.

Affiant is personally known to me.

Robin Gordon

Notary Public State of Florida.



DEPOSIT TICKET
FOR CLEAR COPY, PRESS FIRM

DATE **6-24-11**

	DOLLARS	CS
CURRENCY		
COINS		
CHECKS <i>W/INT</i>		
1 <i>Joe Titone</i>	25000	-
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
TOTAL	25000	

PLEASE BE SURE ALL ITEMS ARE PROPERLY ENCO

ANTHONY J. TITONE, ATTORNEY AT LAW
LOTA TRUST ACCOUNT
7471 WEST OAKLAND PARK BLVD.
SUITE 110
FT. LAUDERDALE, FL 33309-4021

Bank of America
Member FDIC
ADVISOR ONLY



\$

25000.00

⑆540590106⑆ 003664278725⑆

DTS DIRECT MAIL & FULFILLMENT

SERVICES, INC.

OPERATING ACCOUNT
200 GIRCLE DRIVE NORTH
PISCATAWAY, NJ 08854

JPMORGAN CHASE BANK N.A.
1-2210

1907

PAY TO THE ORDER OF Anthony Titone Trust Account

Twenty-Five Thousand and 00/100

\$ 25,000.00

25000.00 DOLLARS

Joe Titone - Attorney
621 South East 5th Street
Pompano Beach, FL 33060

⑆001907⑆ ⑆02⑆00002⑆ 836⑆236511⑆

[Handwritten Signature]

EXCEEDS THE OTHER ITEMS...
TOTAL ITEMS **1**

1495		BAL. DICT. FORD	
DATE	Jul 1, 2011		
TO	Joe Titone		
FOR	DTS deposit		
	6-24-11	TOTAL	
		THIS CHECK	15,000
		OTHER TRANS.	
TAX DEDUCTIBLE <input type="checkbox"/>		BALANCE	

1496		BAL. DICT. FORD	
DATE	Jul 1, 2011		
TO	Darren Bayliff		
FOR	DTS deposit		
	6-24-11	TOTAL	
		THIS CHECK	9,500
		OTHER TRANS.	
TAX DEDUCTIBLE <input checked="" type="checkbox"/>		BALANCE	

ANTHONY J. TITONE ATTORNEY AT LAW
 IDIA TRUST ACCOUNT
 747 WEST GARDEN PARK DRIVE
 SUITE 410
 FLYING ROCK PA 19051-4231

PAY TO THE ORDER OF Joe Titone DATE 7-1-11 DEPOSIT IN \$ 15,500.00
 FIFTY FIVE THOUSAND FIVE HUNDRED 00/100 DOLLARS

Bank of America

FOR DEPOSIT ONLY
 APPROVAL # 1-24-08

ANTHONY J. TITONE

1495

ANTHONY J. TITONE ATTORNEY AT LAW
 IDIA TRUST ACCOUNT
 747 WEST GARDEN PARK DRIVE
 SUITE 410
 FLYING ROCK PA 19051-4231

PAY TO THE ORDER OF Luana Roy DATE Jul 1 2011 DEPOSIT IN \$ 9,500.00
 NINE THOUSAND FIVE HUNDRED 00/100 DOLLARS

Bank of America

FOR DEPOSIT ONLY
 APPROVAL # 1-24-08

ANTHONY J. TITONE

1495

Mr. Darren Baysinger
Mr. Joseph Titone,

January 23, 2012

After speaking to Chris Trainor, CFO of DTS, in New Jersey, I have received confirmation on a settlement that was made to Joseph Titone on your behalf. The settlement amount of \$25,000.00 for equipment owned legally by Ernesto Liebster was sent to Anthony Titone's Trust account on behalf of Joe Titone and Kobaltek. My dad's estate has notified Mr. Trainor that DTS was the victim of a hoax perpetrated by you and Titone. Mr. Trainor has offered to help us recover the money sent to Anthony Titone's Trust Account; which Mr. Goldstein found strange being that the Titones do not practice out of the same office.

Additionally I spoke to Mark Goldstein, DTS attorney, who confirmed the fact that he though the whole process was a sham, based on the "doctored" documents that you provided at the depositions. Against Mr. Goldstein's advice, Chris Trainor thought it best to give you 25,000. to settle the matter. Mr. Goldstein has been most cooperative and had provided us with the documents from the lawsuit filed by you and Titone.

As both you and Joe Titone know, by Florida Law, after Ernesto's death, all property of the decedent goes to the wife, Cristina Liebster who had extended no permission to you or Titone to file the lawsuit or act as an agent/representative for the estate of Ernesto Liebster or on her behalf. We both know that Kobaltek was formed after my father's death for the purpose of trying to show that you had standing in the case; which would not have mattered anyway. I have a copy of the corporate filing for Kobaltek that proves this was the case. In addition we also notified the defendant that Kobaltek was not the owner.

The fact remains that lawsuit was filed fraudulently and with the purpose to further defraud the Liebster's of money owed to them for the theft of equipment by Ron Daniels of Millennium Lock Inc, for which you or Kobaltek had no ownership. Please see the attached settlement document which supports our claim. The estate has received nothing and all my calls have been ignored by you and Titone.

By receipt of this letter, you are hereby notified that we are demanding restitution for the money received by you from this settlement. Per the advice of counsel, the estate is extending to you the opportunity to make things right in this matter for a period of 48 hours after receipt. If the estate does not receive a response or restitution in this timeframe or you decide to ignore our request for what is rightfully ours we'll assume that you have no intention to correct this situation and act accordingly by Florida law.

Please govern yourself accordingly.

Cristina Liebster
178B Willow Ave
Little Compton, RI 02837

Cc: Anthony Titone PA, Mr. Chris Trainor, DTS CFO, Mark Goldstein PA, Ms. Ashli Ayer
PA Houston, TX

Koba Itek

PLAINTIFF(S),

vs.

DTS Direct Mail & Fulfillment Services

DEFENDANT(S),

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.: 10-58137 CAO/

MEDIATOR'S REPORT AND SETTLEMENT AGREEMENT (CIVIL)

FLORIDA BAR NO.: 354929

This Civil action being referred to Mediation by Stipulation of the Parties pursuant to F.S. 44.1101-102 and the applicable [redacted] and being heard before the undersigned Mediator on the 14 day of June, 2011.

The Parties stipulate and agree to the following matters and/or issues: SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

Plaintiff(s) agrees to execute any Release form generally required to be executed in settlements of disputes of this nature. Each party shall bear their respective attorney's fee and costs.

Plaintiff(s) and counsel agree to promptly pay outstanding mediation fees of \$ 90.00. Defendant(s) and counsel agree to promptly pay outstanding mediation fees of \$ 450.00.

All matters raised at the conference remain privileged, unless otherwise agreed to by all parties.

Dated this 14 day of June, 2011.

[Signature] Laurie L. Riemer, Esquire, Mediator/Arbitrator

The foregoing report and agreement is stipulated and agreed to by the undersigned.

[Signature] Plaintiff(s)

[Signature] Plaintiff(s) Counsel

[Signature] Defendant(s)

[Signature] Defendant(s) Counsel

Dated this 14 day of June 2011

Dated this 14 day of June 2011

Copies to Counsel (6/14/11)

10-58137.
CA 01

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acting or relating to the facts of issue in this action.

Mr. [Signature] on VT. EB