

**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

**ADDITIONAL REQUEST FOR A RULING
ON PLAINTIFF'S MOTION
FOR EXTENSION TO RESPOND TO
DISCOVERY FILED ON JULY 23, 2021**

Defendant, Evan S. Gutman, submits this Additional Request for a Ruling on Plaintiff's Motion for an Extension of Time to Respond to Discovery filed on July 23, 2021 over Two and a Half Years ago. See Florida Rule of Jud. Admin. 2.215(f) requiring a Ruling on all matters submitted to a Judge within a "reasonable time." The Grounds for this Motion are as follows:

1. Defendant served Requests for Admissions upon Plaintiff, Citibank on or about July 1, 2021. Plaintiff's former Counsel, Michael Thiel Debski, Esq. now substituted out of this case, filed a Motion for an Extension of Time to Respond to said Discovery on July 23, 2021, over two and a half years ago (See Exhibit 1 attached). In that Motion Citibank Counsel falsely represented the Motion was not filed for purpose of delay, although subsequent events would confirm that was the exact, precise reason why they filed the Motion. Approximately, 7 months after filing their Motion, on February 15, 2022 Citibank submitted mostly incomplete discovery, which for the most part was not even substantively responsive to the key Requests for Admission made (Exhibit 3). At that time, Citibank had already reaped the benefits of not providing discovery responses by obtaining dismissal of Defendant's Counterclaim, even though their Motion for Extension

to respond was filed for the purpose of delay and was not yet even ruled upon. On June 27, 2022, Defendant filed an Opposition to the Citibank Extension request (still not yet ruled upon), notwithstanding the lapse of time (Exhibit 2 attached). Subsequently, Citibank supplemented their discovery responses. Yet, even then, their Extension request was not ruled upon. To date, this Court has continued to decline to rule on the Motion for Extension in any manner despite several additional respectful requests in writing and orally for a Ruling as required by Fl. Jud. Adm. Rule 2.215(f).

In the event Citibank's Extension Motion is Denied, all matters presented in the Requests for Admissions served by Defendant on July 1, 2021 are legally admitted. That would legally establish fault and liability upon Citibank on virtually all issues, including but not limited to filing thousands of Meritless Claims based upon a legally defective Count of Unjust Enrichment. In contrast, if the Court grants Citibank's Motion for an Extension, it means the Court has determined a reasonable amount of time is over Two and Half years. The applicable Rule of Judicial Administration 2.215(f) states (emphasis added) :

" (f) Duty to Rule within a Reasonable Time. Every judge has a duty to rule upon and announce an order or judgment on every matter submitted to that judge **within a reasonable time.**"

Concurrently, Plaintiff Citibank can find no shelter or solace in the recent Per Curiam Affirmance regarding the underlying judgment. (See State v Swartz, 734 So.2d 448, (Fla. 4th DCA) (1999) holding a Summary Per Curiam Affirmance has no precedential value). Bottom line is, at a minimum, assuming without deciding the law is complied with, Defendant is entitled to a Ruling one way or the other, on Plaintiff's Extension Motion.

Previously, Citibank Counsel Kenneth M.. Curtin, Esq. asserted in error since the underlying case been decided, their Extension Motion was now Moot. The irrationality of Mr.

Curtin's assertion would mean breaking laws or court rules becomes "Moot," once the crime or unethical act is committed and the benefits obtained.. Just because, Citibank has reaped the benefits of a violation of a Florida Supreme Court Rule, does not render the issue moot. It can be corrected and should be. Additionally, if the Motion for Extension is Denied, then under FRCP 1.540(b), Defendant may seek relief from the underlying judgment on grounds including but not limited to new evidence, based upon the deemed admission by Citibank of virtually all liability issues.

For the foregoing reasons, Defendant again requests in writing this Court render a Ruling upon Plaintiff Citibank's Motion for an Extension of Time to Respond to Defendant's Discovery, filed by Citibank on July 23, 2021, over Two and a Half Years Ago (Exhibit 1 attached).

Submitted Humbly and Graciously this 26th day of February, 2024.

A handwritten signature in black ink, appearing to read "Evan Gutman", written over a horizontal line.


Evan Gutman CPA, JD
Member State Bar of Pennsylvania
Member District of Columbia Bar
Florida Certified Public Accountant
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 e-mail thru the Florida Courts E-Portal and that a follow up copy will also subsequently be sent to :

Adams and Reese LLP
Attn: Kenneth M. Curtin, Esq.

DATED this 26th day of February, 2024.

A handwritten signature in black ink, appearing to read "Evan Gutman", written over a horizontal line.

Evan Gutman CPA, JD
Member State Bar of Pennsylvania
Member District of Columbia Bar

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561-990-7440

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

CASE NUMBER: 50-2020-CC-005756-XXXX-MB DIV:

CITIBANK, N.A.,
Plaintiff,

vs.

EVAN S GUTMAN,
Defendant.

PLAINTIFF'S MOTION FOR EXTENSION OF TIME TO RESPOND TO DISCOVERY

COMES NOW Plaintiff, CITIBANK, N.A., by and through its undersigned attorneys, pursuant to applicable Florida Rules of Civil Procedure, hereby respectfully moves this Court to grant this Motion for Extension of Time to Respond to Defendant's Request for Admissions to Plaintiff Citibank, N.A., Notice of Propounding Interrogatories to Plaintiff Citibank, N.A., and Defendant's Request for Production to Plaintiff Citibank, N.A., dated July 01, 2021 (hereinafter "Discovery Requests"). In support thereof, Plaintiff shows that:

1. On or about July 1, 2021, Defendant served Defendant's Discovery Requests to the Plaintiff.
2. Plaintiff is in the process of researching and reviewing its records in order to respond to Defendant's Discovery Requests.
3. Plaintiff desires a reasonable extension of time to complete its research and review.
4. The instant Motion is not for purposes of delay.

WHEREFORE, Plaintiff respectfully requests that this Court enter an Order providing a reasonable extension of time to respond to Defendant's Discovery Requests.



CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been furnished on July 23,
2021, to: EVAN S GUTMAN, Defendant, EGUTMAN@GUTMANVALUATIONS.COM by Email.

DEBSKI & ASSOCIATES, P.A.

BY: 

Michael Thiel Debski
Attorney for Plaintiff
P.O. Box 47718
Jacksonville, FL 32247
Phone: (904) 425-0901 / (800) 733-0717
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K1903856

This communication is from a debt collector



**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, Pro Se

CASE NUMBER:

50-2020-CC-005756-XXXX-MB

**DEFENDANT'S OPPOSITION TO
PLAINTIFF'S MOTION FOR EXTENSION
OF TIME TO RESPOND TO DISCOVERY**

Defendant Evan Gutman, JD, CPA respectfully hereby Opposes Plaintiff's Motion for an Extension of Time to Respond to Discovery for the following reasons. Plaintiff's Motion was originally filed on July 23, 2021 almost one year ago. Their motion expressly stated as follows (emphasis added):

- "3. Plaintiff desires a **reasonable extension of time** to complete its research and review.
4. The instant motion is **not for purposes of delay.**"

Defendant's discovery requests were served upon Plaintiff on July 1, 2021, almost a year ago. Plaintiff responded to the discovery on February 15, 2022, which was **seven and a half months after receiving the requests**. Thus, the question pending before this Court is whether seven and a half months is a "reasonable extension of time." **FN 1**

FOOTNOTE 1 – Plaintiff also previously filed a Motion for Extension to respond to Defendant's Counterclaim. They filed it on October 22, 2020. Plaintiff then responded to the Counterclaim on June 30, 2021, approximately Eight and a Half months later. Such constitutes persuasive supporting evidence that Plaintiff in general considers a 7 – 9 Month time frame as a "reasonable" period for an extension. The open question is whether this Court agrees with that position.

EXHIBIT 2(b)

In light of the fact Judges routinely provide only 15 – 30 days for extensions, Defendant asserts Plaintiff is hard-pressed to assert with a straight face seven and a half months is a reasonable period of time. Put simply, Plaintiff filed their motion precisely for the purpose of “delay” and if this Court grants their motion, the Court will be countenancing “delay.” The Court would also be holding seven and a half months is a “reasonable” extension period which would have precedential value as persuasive judicial authority.

Defendant was severely prejudiced by Plaintiff’s delay **to state the matter mildly.** More specifically, on January 5, 2022 Judge April Bristow, formerly assigned to this case, held a hearing on Plaintiff’s Motion to Dismiss Defendant’s Counterclaim. At the hearing, Defendant argued vigorously that Plaintiff had admitted all of matters set forth in the request for admissions served upon Plaintiff by failing to respond to the discovery requests in any manner. Judge Bristow rejected that argument on the basis Plaintiff had filed a motion to extend, which of course is the current subject matter. Defendant, in turn asserted the discovery rules contained no automatic extension simply based upon filing a motion to extend. Accordingly, it was Defendant’s position Plaintiff’s Motion to Dismiss could not procedurally or fairly be granted until their motion to extend discovery was ruled on. This is because if the motion to extend were denied all discovery admission requests would be deemed admitted. Judge Bristow incredibly rejected that irrefutable point and on January 28, 2022 issued a Non-Final Order dismissing the Counterclaim. Predictably, shortly thereafter on February 15, 2022 Plaintiff responded to the discovery requests.


Thus, the practical impact of what occurred is as follows. Plaintiff substantively gained the benefit of “DENIALS” of the admission requests for purpose of defeating Defendant’s Counterclaim, even though they had not Denied the requests at all; and even though their Motion to Extend was still pending at the time. Accordingly, due to Plaintiff’s

EXHIBIT 2(c)

failure to respond to the discovery within a “reasonable” time, Defendant was severely prejudiced by the unjustified loss of his Counterclaim.

For the foregoing reasons, Plaintiff's Motion for an Extension of Time to Respond to Discovery should be Denied.

Submitted this 27th day of June, 2022.



Evan Gutman JD, CPA

Member State Bar of Pennsylvania
Member District of Columbia Bar
Florida Certified Public Accountant
1675 NW 4th Avenue, #511
Boca Raton, FL 33432
561-990-7440

CERTIFICATE OF SERVICE

I Evan Gutman, hereby CERTIFY that a true copy of the foregoing was served via electronic mail and is also being sent via US Mail on this 27th day of June, 2022 addressed as follows to :

ADAMS AND REESE LLP
Attn: Chantal M. Pillay
100 North Tampa Street, Suite 4000
Tampa, FL 33602



Evan Gutman CPA, JD

Member State Bar of Pennsylvania
Member District of Columbia Bar
Florida Certified Public Accountant
1675 NW 4th Avenue, #511
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561-990-7440

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

EXHIBIT 3(b)

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 Aqritrade 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.

EXHIBIT 3(c)

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

EXHIBIT 3(d)

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.

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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.

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/s/ Chantal M. Pillay
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